

OCTOBER 8, 2018 – 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
Mark Elliott, Vice Mayor
Paul Akinjo
Steve Dresser
Martha Salcedo

City Staff

Stephen Salvatore, City Manager
Salvador Navarrete, City Attorney
Teresa Vargas, City Clerk
Glenn Gebhardt, City Engineer
Cari James, Finance & Administrative
Services Director
Mark Meissner, Community
Development Director
Zachary Jones, Parks & Recreation
Director
James Hood, Police Chief

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



OCTOBER 8, 2018 – Consolidated Meeting Agenda – 7:00 p.m.



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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. **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.

To leave a voice message for the Mayor and all Councilmembers simultaneously, dial (209) 941-7220. To send an e-mail for the Mayor and all Councilmembers simultaneously, citycouncil@ci.lathrop.ca.us

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Information

Copies of the Agenda are available in the lobby at the Lathrop City Hall, 390 Towne Centre Drive, Lathrop, on Thursday preceding a regularly scheduled City Council meeting. Supplemental documents relating to specific agenda items 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 "J" Street Fire Department. The meetings of the Lathrop City Council are broadcast on Lathrop Comcast Cable Television Channel 97.

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:

Address: City Clerk
City of Lathrop
390 Towne Centre Dr.
Lathrop, CA 95330
Telephone: (209) 941-7230

Your interest in the conduct of your City's business is appreciated.

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, OCTOBER 8, 2018
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

AGENDA

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

1. PRELIMINARY

1.1 CALL TO ORDER

1.2 CLOSED SESSION

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

- 4 Potential Cases

1.2.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to
Government Code Section 54956.8
Property: 99 West Louise Avenue (APN 191-190-18)
Agency Negotiator: Glenn Gebhardt, City Engineer
Negotiating Parties: Richard Castleman
Under Negotiation: Price and Terms of Negotiations

RECONVENE

1.2.3 REPORT FROM CLOSED SESSION

1.3 ROLL CALL

1.4 INVOCATION

1.5 PLEDGE OF ALLEGIANCE

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

1.7 INFORMATIONAL ITEM(S) - None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

2. PRESENTATIONS

2.1 PROCLAMATION – DECLARING OCTOBER DOMESTIC VIOLENCE
AWARENESS MONTH

- 2.2 NATIONAL NIGHT OUT COMMUNITY PARTNER AWARD
- 2.3 CERTIFICATES OF APPRECIATION TO ORGANIZERS OF THE ANNUAL COMMUNITY BBQ HONORING PUBLIC SAFETY OFFICERS
- 2.4 RECEIVE INFORMATION RELATED TO THE PRELIMINARY SITE PLAN REVIEW FOR THE NEW LATHROP POLICE STATION
- 2.5 RECEIVE INFORMATION REGARDING FISCAL OVERVIEW OF THE CITY'S GENERAL FUND AND MEASURE C FUND

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 to be routine by the City Council and will be enacted by one motion and one vote. There will be no separate discussion of these items unless the 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 of Ordinances and Resolutions on Agenda Unless Otherwise Requested by the Mayor or a Councilmember
- 4.2 APPROVAL OF MINUTES
Approve Consolidated Minutes for the Regular Council Meeting and Special Meeting of the CFD No. 2006-1 Board of Directors of August 13, 2018, and the Regular Council Meeting of September 10, 2018
- 4.3 2018-2019 REQUESTS FOR FEE WAIVER
Adopt Four (4) Resolutions Approving Facility Fee Waiver requests from the Lathrop Lions Club, Lathrop Little League, Lathrop HS Theater Arts Boosters, and the Lathrop Sunrise Rotary Club

- 4.4 ISU SALE TO LOUISE AVENUE PARTNERS
Adopt Resolution Approving the Sale of 15 ISUs to Louise Avenue Partners for Proposed Tru by Hilton Hotel at 161 East Louise Avenue (APN 196-27-023)
- 4.5 ADOPT RESOLUTION APPROVING THE STAGE 2B PRECISE PLAN LINE FOR RIVER ISLANDS PARKWAY
Adopt a Resolution Approving a Precise Plan Line for the Stage 2B Segment of River Islands Parkway, and Common Use Agreement with Reclamation District 2062
- 4.6 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 38 LOTS IN TRACT 3938 VILLAGE "Q" WITHIN EAST VILLAGE DISTRICT
Adopt Resolution Approving Final Map for Tract 3938 Village "Q" within East Village District, Totaling 38 Single-Family Lots and Subdivision Improvement Agreement with River Islands Development, LLC
- 4.7 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 50 LOTS IN TRACT 3989 VILLAGE "U" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS
Adopt Resolution Approving Final Map for Tract 3989 Village "U" within the Lakeside East District, Totaling 50 Single-Family Lots, Subdivision Improvement Agreement with River Islands Development, LLC, Irrevocable Offer of Dedication for portion of Marina Drive from Dell'Osso Drive to Oberlin Avenue and Annexation No. X for City of Lathrop Community Facilities District for Villages T, U, T, V, Y, AA and BB
- 4.8 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 51 LOTS IN TRACT 3994 VILLAGE "T" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS
Adopt Resolution Approving Final Map for Tract 3994 Village "T" within the Lakeside East District, Totaling 51 Single-Family Lots and a Subdivision Improvement Agreement with River Islands Development, LLC
- 4.9 APPROVE TASK ORDER NO. 11 WITH 4LEAF, INC. FOR PLAN CHECK SERVICES
Adopt a Resolution Approving Task Order No. 11 with 4Leaf, Inc. for Plan Check Services in the Building Division
- 4.10 2018 WINTER HOLIDAY AND 2019 CITY COUNCIL MEETING SCHEDULES
Consideration of Proposed 2018 Winter Holiday Closure and 2019 City Council Meeting Schedules
- 4.11 FUNDING FOR A MAINTENANCE WORKER I/II AND A UTILITY OPERATOR I/II/III IN THE PUBLIC WORKS DEPARTMENT
Adopt a Resolution to Approve Funding for a Maintenance Worker I/II and Utility Operator I/II/III position in the Public Works Department

- 4.12 AGREEMENT WITH CONDOR EARTH FOR ENGINEERING SUPPORT SERVICES
Adopt a Resolution Authorizing an Agreement with Condor Earth to Provide Engineering Support Services

5. SCHEDULED ITEMS

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER THE 2019 SJMSCP DEVELOPMENT FEE ANNUAL ADJUSTMENT
Council to Consider the Following:
1. Hold a Public Hearing; and
 2. Adopt a Resolution Approving an Annual Adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) Development Fee for 2019
- 5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO UPDATE THE WEST LATHROP SPECIFIC PLAN REIMBURSEMENT FEE
Council to Consider the Following:
1. Hold a Public Hearing; and
 2. Adopt Resolution Approving the 2018 West Lathrop Specific Plan (WLSP) Reimbursement Fee Update
- 5.3 AUTHORIZE TERRAVERDE TO CONDUCT A COMPETITIVE BID PROCESS FOR PHASE II OF THE CITY OF LATHROP'S SOLAR ENERGY PROJECT
Adopt a Resolution Authorizing TerraVerde Energy, LLC to Conduct a Competitive Bid Process for Phase II Project Installation, Procurement, and Financing for the City of Lathrop's Solar Energy Project GG 12-14, and Approve the Minimum Projected Cost Savings for Phase II
- 5.4 CREATE CIP PK 19-02 FOR PARK IMPROVEMENTS AT SANGALANG, MOSSDALE, AND VALVERDE PARKS
Council to Discuss and Consider a Resolution Approving the Creation of CIP PK 19-02 for the Installation of Outdoor Fitness Equipment at Sangalang Park, Mossdale Park, and Valverde Park, and Authorizing Related Budget Amendments
- 5.5 CREATE CIP PK 19-03 FOR PARK IMPROVEMENTS AT MOSSDALE SOUTH NEIGHBORHOOD PARK, AND RELATED BUDGET AMENDMENT
Council to Discuss and Consider a Resolution Approving the Creation of CIP PK 19-03 for Mossdale South Neighborhood Park, and Authorizing Related Budget Amendment
- 5.6 CREATE CIP PK 19-04 FOR CITY-WIDE PARK IMPROVEMENTS
Council to Discuss and Consider a Resolution Approving the Creation of CIP PK 19-04 for the Installation of Additional Amenities at Various City Parks, and Authorizing Related Budget Amendments
- 5.7 CITY OF LATHROP CODE OF ETHICS APPLICABLE TO CITY OFFICIALS
Adopt a Resolution Approving an Ethics Policy Applicable to Elected and Appointed Officials, City Manager, City Attorney and Department Heads

6. COUNCIL COMMUNICATIONS

6.1 MAYOR DHALI WAL REFERRAL: Set Application Deadline for Appointment of One (1) Member to the Senior Advisory Commission with Term Expiring June 30, 2019, due to Unexpired Term Vacancy

6.2 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

- *Central Valley Executive Committee/LOCC (Salcedo/Akinjo)*
- *Council of Governments (Dresser/Dhaliwal)*
- *Integrated Waste Management Solid Waste Division (Akinjo/Elliott)*
- *Reclamation District 17 Joint Powers Authority (Salvatore)*
- *San Joaquin Partnership Board of Directors (Salvatore)*
- *San Joaquin County Commission on Aging (Zavala)*
- *San Joaquin Regional Rail Commission (Dresser)*
- *San Joaquin Valley Air Pollution Control District (Akinjo/Dhaliwal)*
- *Water Advisory Board (Dhaliwal/Elliott)*
- *Tri Valley-San Joaquin Valley Regional Rail Authority (Akinjo/Dresser)*
- *San Joaquin Area Flood Control Agency (Elliott/Dresser)*

6.3 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT



Teresa Vargas, CMC
City Clerk

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PLEASE NOTE: There was a Closed Session which commenced at 6:07 p.m. The Regular Meeting reconvened at 7:11 p.m.

1.1 CALL TO ORDER – Vice Mayor Elliott called the meeting to order at 6:07 p.m.

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

- 5 Potential Cases

RECONVENE – Mayor Dhaliwal reconvened the meeting at 7:11 p.m.

City Attorney Salvador Navarrete reported that direction was provided; no other reportable action taken.

- 1.3 ROLL CALL Present: Mayor Dhaliwal; Vice Mayor Elliott;
Councilmembers: Akinjo, Dresser, and Salcedo.

1.4 INVOCATION – Pastor Jason Tacderan, Thrive Church, provided the invocation.

- 1.5 PLEDGE OF ALLEGIANCE – Pastor Jason Tacderan led the pledge of allegiance.

At the request of Mayor Dhaliwal, Pastor Tacderan provided an overview of the back to school backpack giveaway event provided by Thrive Church on August 4, 2018.

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

Mayor Dhaliwal commented on recent issues raised by residents regarding high utility bills. The City Council agreed to hear an informational item on the matter at a future City Council meeting.

Mayor Dhaliwal introduced Assistant Sheriff Philip George, Sheriff Elect Pat Withrow, and County Supervisor Tom Patti.

1.7 INFORMATIONAL ITEM(S) - None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST – None

2. PRESENTATIONS

A motion was made by Councilmember Akinjo to remove Item 2.2 and Item 5.4 from the Council Agenda. There was no second. Motion Failed due to lack of second.

2.1 CERTIFICATION OF APPRECIATION PRESENTED TO CITY BEAUTY SALON

Councilmember Akinjo, on behalf of the Lathrop City Council, presented a certificate of appreciation to City Beauty Salon.

2.2 RECEIVE INFORMATION FROM SHERIFF ELECT PAT WITHROW REGARDING LATHROP POLICE SERVICES

**Sheriff Elect Pat Withrow and the City Council agreed to move Item 2.2 and 5.4 before Item 5.1. See Item 5.4 for minutes related to the presentation pertaining to Item 2.2. Public speakers on this item also provided consensus to move their comments to the scheduled items portion of the agenda.*

2.3 GENERAL PLAN UPDATE - LAND USE REQUEST ANNOUNCEMENT

Community Development Director Mark Meissner provided an overview of the general plan update land use request process available for all property owners within the City of Lathrop; announced that applications will be accepted through September 28, 2018; and acknowledged receipt of a public comment letter received for Item 2.3 submitted by Martin Harris, Terra Land Group, LLC. City Clerk Teresa Vargas confirmed distribution to the City Council and copies for the public.

3. CITIZEN'S FORUM

Nellie Zavala (Commission on Aging) reported her attendance to a San Joaquin Commission on Aging meeting held July 2, 2018, in which Medicare and Medicaid programs were discussed. Jim Hilson (Lathrop, CA) expressed various concerns with the City's street sweeping schedule; commented on Proposition 6, the 2018 voter approval for future gas and vehicle taxes and 2017 tax repeal initiative. Gloryanna Rhodes (Lathrop, CA) commented on the order of items listed on the agenda, thanked the City Council for consolidating Items 2.2 and 5.4. Meghan Torres (Lathrop Chamber of Commerce) reported on upcoming Chamber of Commerce events. Debbie Rock (Lathrop, CA) commented on the newly installed pedestrian railing on Lathrop Road and Interstate 5; requested the installation of a three-way stop sign on Lathrop Road and Mantney Road. Margaret Luevano (Lathrop, CA) requested information related to the construction activity on Lathrop Road; expressed concerns with speeding, traffic safety, and commercial trucks on Lathrop Road. Kati Bradley (Lathrop, CA) expressed concern with a recent water utility bill; expressed concern with high water usage charges and requested that the city investigate further. Reverend Lu Davis (Lathrop, CA) requested to speak on Item 5.4; expressed various concerns related to the previous postponement of the decision related to police services; requested to know if San Joaquin County administrators provided approval of the proposal from Sheriff Elect Pat Withrow; and commented on rising costs related to the current contract with San Joaquin County.

4. CONSENT CALENDAR

On a motion by Councilmember Salcedo, seconded by Mayor Dhaliwal, the City Council approved the Consent Calendar, by the following roll call vote, unless otherwise indicated:

Ayes:	Akinjo, Dresser, Elliott, Salcedo, and Dhaliwal
Noes:	None
Absent:	None
Abstain:	**Dresser (Item 4.2 only)

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

Waived the reading of ordinances and resolutions on agenda unless otherwise requested by the Mayor or a Councilmember.

4.2 **APPROVAL OF MINUTES

Approved Minutes for the Regular Council Meeting of June 11, 2018.

4.3 UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS

Approved write-off of uncollectible utility and miscellaneous accounts for Fiscal Year 2017/18.

4.4 APPROVE TASK ORDER NO. 9 FOR GENERAL PLANNING SERVICES WITH J.B. ANDERSON LAND USE PLANNING

Adopted **Resolution 18-4433** approving Task Order No. 9 for professional planning services with J.B. Anderson Land Use Planning.

4.5 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 24 LOTS IN TRACT 3914 VILLAGE "O" WITHIN EAST VILLAGE OF RIVER ISLANDS

Adopted **Resolution 18-4434** approving final map for Tract 3914 Village "O" within East Village, totaling 26 single family lots and a subdivision improvement agreement with River Islands Development, LLC.

4.6 APPROVE SECOND AMENDMENT TO THE SPRAYFIELD LEASE AGREEMENT DATED JUNE 2, 2006, BETWEEN THE CITY OF LATHROP AND CALIFIA, LLC

Adopted **Resolution 18-4435** approving a second amendment to the sprayfields lease agreement dated June 2, 2006 between the City of Lathrop and Califia, LLC with option to purchase sprayfields.

4.7 TRAFFIC CALMING REQUEST ASSOCIATED WITH CIP PS 18-02

Pulled by Councilmember Dresser. A question and answer period ensued. Assistant Public Works Director Michael King and City Manager Stephen Salvatore responded to questions from the Council.

Adopted **Resolution 18-4436** authorizing staff to install speed humps on Argillite Avenue, between Pipestone Street and Galena Street, associated with CIP PS 18-02 traffic calming measures.

5. SCHEDULED ITEMS

**Council consensus directed staff to hear Item 2.2 and 5.4 before Item 5.1.*

5.1 APPROVE AN AGREEMENT FOR THE RESTRUCTURE OF COMMUNITY FACILITIES DISTRICT NO. 2006-1 SPECIAL TAX BONDS

City Attorney Salvador Navarrete provided the presentation.

Mayor Dhaliwal stepped down from the dais at 10:07 p.m. and returned at 10:09 p.m.

A question and answer period followed. Jeffrey M. Wilson (Saybrook Fund Advisors, LLC) provided additional information related to the project.

On a motion by Mayor Dhaliwal, seconded by Vice Mayor Elliott, the City Council:

Adopted **Resolution 18-4437** of the City Council of the City of Lathrop acting as the legislative body of the Community Facilities District 2006-01 to approve a restructuring agreement related to Community Facilities District No. 2006-1 (Central Lathrop Specific Plan Phase 1 Infrastructure), authorized certain action by the bond trustee related thereto, authorized an alternate form of prepayment of special tax obligation for parcels within such community facilities district, and approved related documents and actions; and

Adopted **Resolution 18-4438** of the City Council of the City of Lathrop of intent to establish a community facilities district and five improvement areas therein and levy a special tax, City of Lathrop Community Facilities District No. 2018-1 (Central Lathrop Specific Plan Facilities); and

Adopted **Resolution 18-4439** of the City Council of the City of Lathrop of intent to incur bonded indebtedness in and for each improvement area of a community facilities district, City of Lathrop Community Facilities District No. 2018-1 (Central Lathrop Specific Plan Facilities); and

Adopted **Resolution 18-4440** of the City Council of the City of Lathrop of intent to establish a community facilities district and levy a special tax, City of Lathrop Community Facilities District No. 2018-2 (Central Lathrop Specific Plan Facilities); and

Adopted **Resolution 18-4441** of the City Council of the City of Lathrop of intent to incur bonded indebtedness in and for a community facilities district, City of Lathrop Community Facilities District No. 2018-2 (Central Lathrop Specific Plan Facilities), by the following roll call vote:

Ayes:	Akinjo, Dresser, Elliott, Salcedo, and Dhaliwal
Noes:	None
Absent:	None
Abstain:	None

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER VESTING TENTATIVE MAP TRACT 3967 FOR THE STANFORD CROSSING PHASE 2 PROJECT

Community Development Director Mark Meissner provided the presentation. Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

On a motion by Councilmember Dresser, seconded by Mayor Dhaliwal, the City Council consider the following:

1. Held a Public Hearing; and
2. Adopted **Resolution 18-4442** affirming the Planning Commission's recommendation to approve the Vesting Tentative Map for the Stanford Crossing Phase 2, Tract 3967 Project (VTM 18-46), by the following roll call vote:

Ayes: Akinjo, Dresser, Elliott, Salcedo, and Dhaliwal
Noes: None
Absent: None
Abstain: None

5.3 SAN JOAQUIN COUNTY ECONOMIC DEVELOPMENT ASSOCIATION

Community Development Director Mark Meissner provided an overview of the previous request to Council by the San Joaquin County Economic Development Association provide economic development services to the City of Lathrop, and requested Council direction on the proposed item.

Economic Development Director of the Economic Development Association of San Joaquin County Steven Lantsberger provided additional program information and potential program incentives available for future development in the City of Lathrop. A question and answer period ensued.

On a motion by Vice Mayor Elliott, seconded by Councilmember Akinjo, the City Council directed staff to agendize the approval of a potential funding agreement with the San Joaquin County Economic Development Association to provide economic development services to the City of Lathrop at a future meeting, by the following roll call vote:

Ayes: Akinjo, Dresser, Elliott, Salcedo, and Dhaliwal
Noes: None
Absent: None
Abstain: None

5.4 APPROVE CONTRACT WITH THE CITY OF TRACY FOR LAW ENFORCEMENT SERVICES

**Council consensus directed staff to hear Item 2.2 and 5.4 before Item 5.1.*

Sheriff Elect Pat Withrow provided an overview of Item 2.2, which included his proposal to provide continued law enforcement services and transition the city to its own police department; commented on taking office January 8, 2019, and his commitment in providing cost savings solutions to the City of Lathrop. A question and answer period followed. Sheriff Elect Pat Withrow answered questions of the Council. City of Tracy City Manager Randall Bradley commented that the Tracy City Council would have to determine if they wish to continue with the process to participate in potential law enforcement negotiations at a later time.

Public speakers for Item 2.2 and 5.4, included: Michele Anderson (Lathrop, CA) spoke in favor of postponing Item 5.4 to January 2019 after Sheriff Elect Pat Withrow assumes office; invited the public to the community BBQ event honoring first responders.

Gloryanna Rhodes (Lathrop, CA) spoke in support of the proposal presented by Sheriff Elect Pat Withrow; spoke in favor of postponing Item 5.4 to January 2019 after Sheriff Elect Pat Withrow assumes office. Debbie Rock (Lathrop, CA) withdrew request to speak. Jose Garcia Martin (Lathrop, CA) expressed appreciation to the San Joaquin Sheriff's Office and supported the proposal provided Sheriff Elect Pat Withrow. Brandy Brown (Lathrop, CA) read a letter to Council; spoke in favor of postponing Item 5.4 to January 2019 after Sheriff Elect Pat Withrow assumes office. Christina Campoy (Lathrop, CA) read a letter to Council; spoke in opposition to the law enforcement agreement with the City of Tracy. Michelle Maddon (Lathrop, CA) spoke in support of considering the law enforcement service proposal by Sheriff Elect Pat Withrow; spoke in support of transitioning into Lathrop's own police department. Brandy Perkins (Lathrop, CA) same speaker card as Brandy Brown. Candice Vega was called to speak; speaker was not present. Doug Clough (Lathrop, CA) spoke in support of proposal provided Sheriff Elect Pat Withrow. Tom Patti (San Joaquin County Board of Supervisor) provided a letter to the City Council on behalf of County Counsel Mark Myles; commented on his support to the proposal provided Sheriff Elect Pat Withrow. Councilmember Akinjo commented on remarks made by Supervisor Tom Patti; and spoke on the importance in moving the city forward and making prudent decisions. City Clerk Teresa Vargas announced that a letter from Steven Gutierrez was received for public comment on Item 5.4 copies were distributed to the public and Council. Minnie Diallo (Lathrop, CA) spoke in support of using social media as an avenue to communicate to the public. Councilmembers commented on the matter and thanked those who provided public comment.

On a motion by Mayor Dhaliwal, seconded by Councilmember Dresser, the City Council approved to postpone Item 5.4 to a date uncertain, by the following roll call vote:

Ayes:	Akinjo, Dresser, Elliott, Salcedo, and Dhaliwal
Noes:	None
Absent:	None
Abstain:	None

There were no presentations from City staff as previously scheduled and indicated on the published agenda related to Item 5.4, consideration of a resolution approving a contract with the City of Tracy for law enforcement services.

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR DHALIWAL REFERRAL: Appointment of Two (2) Members to the Parks and Recreation Commission with Terms Expiring June 30, 2021
- Three (3) Applications for Consideration

Mayor Dhaliwal made the following appointments:

Parks & Recreation Commission

Michele Anderson

Romi Bhinder

Terms Expires

June 30, 2021

June 30, 2021

On a motion by Councilmember Akinjo Dhaliwal, seconded by Councilmember Dresser, the City Council approved the appointment made by Mayor Dhaliwal as noted above:

Ayes: Akinjo, Dresser, Elliott, Salcedo, and Dhaliwal
Noes: None
Absent: None
Abstain: None

6.2 MAYOR DHALI WAL REFERRAL: Appointment of Three (3) Members to the Measure C Oversight Committee June 30, 2021

- Five (5) Applications for Consideration

Mayor Dhaliwal made the following appointments:

Measure C Oversight Committee

Michelle Maddon

Ash Ralmilay

Brandy Perkins

Terms Expires

June 30, 2021

June 30, 2021

June 30, 2021

On a motion by Councilmember Akinjo Dhaliwal, seconded by Councilmember Dresser, the City Council approved the appointment made by Mayor Dhaliwal as noted above:

Ayes: Akinjo, Dresser, Elliott, Salcedo, and Dhaliwal
Noes: None
Absent: None
Abstain: None

6.3 MAYOR DHALI WAL REFERRAL: Appointment of Two (2) Members to the Youth Advisory Commission with Terms Expiring May 31, 2019

- Five (5) Applications for Consideration

Mayor Dhaliwal made the following appointments:

Youth Advisory Commission

Angelica Gomez

Zaiba Fazli

Terms Expires

May 31, 2019

May 31, 2019

On a motion by Councilmember Akinjo Dhaliwal, seconded by Vice Mayor Elliott, the City Council approved the appointment made by Mayor Dhaliwal as noted above:

Ayes: Akinjo, Dresser, Elliott, Salcedo, and Dhaliwal
Noes: None
Absent: None
Abstain: None

- 6.4 **MAYOR DHALI WAL REFERRAL:** Consider Ordinance Revision to Chapter 2.20 "Youth Advisory Commission", to Increase the Number of Members Eligible to Serve on the Commission

Mayor Dhaliwal provided an overview and requested Council to consider amending the Youth Advisory Commission Ordinance to increase the membership from 13 to 15 members. Council consensus directed staff to agendize the public hearing to a future council meeting.

- 6.5 **MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)** - None

- 6.6 **MAYOR & COUNCILMEMBER COMMENT(S)**

Councilmember Akinjo thanked those in attendance and expressed the importance of unity amongst the Council and the community. Councilmember Dresser commented on previous discussions regarding law enforcement services and the Central Lathrop Specific Plan project. Councilmember Salcedo thanked those in attendance. Vice Mayor Elliott commented on the National Night Out event, and expressed appreciation to staff involved in organizing the event and community volunteers. Mayor Dhaliwal thanked those in attendance and commented on the importance of providing public comment during the meetings.

7. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 10:45 p.m.



Teresa Vargas, CMC
City Clerk

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, SEPTEMBER 10, 2018
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

MINUTES

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

1. PRELIMINARY

- 1.1 CALL TO ORDER – Vice Mayor Elliott called the meeting to order at 7:03 p.m.
 - 1.2 ROLL CALL -
 - Present: Vice Mayor Elliott; Councilmembers: Dresser, and Salcedo.
 - Absent: Mayor Dhaliwal and Councilmember Akinjo
- Councilmember Akinjo arrived at 7:05 p.m., after roll call.*
- 1.3 INVOCATION – Pastor Trinity Neilson, New Life Church, provided the invocation.
 - 1.4 PLEDGE OF ALLEGIANCE – Vice Mayor Elliott led the pledge of allegiance.
 - 1.5 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER - None
 - 1.6 INFORMATIONAL ITEM(S) - None
 - 1.7 DECLARATION OF CONFLICT(S) OF INTEREST - None

2. PRESENTATIONS

- 2.1 NEW EMPLOYEE INTRODUCTION
 - Joel Madrigal, Meter Reader I

Assistant Public Works Director introduced Joel Madrigal, Meter Reader I, for the Public Works Department. Councilmembers welcomed the new employee.
- 2.2 RECEIVE INFORMATION FROM REPUBLIC SERVICES REGARDING RECENT RECYCLING MARKET CHANGES

City Manager Stephen Salvatore introduced Kevin Basso, General Manager for Republic Services, the City's residential and commercial garbage collector.

Assistant Public Works Director gave a brief overview of the item. Mr. Basso provided the presentation, which included an explanation the "China Sword" development; China's changes in acceptable criteria of imported recyclables and ban of mixed paper; market impacts to local jurisdictions; and long term plans to provide public education and outreach.

Councilmember Akinjo stepped down from the dais at 7:13 p.m., and returned at 7:14 p.m.

The presentation continued. A question and answer period ensued through the presentation.

2.3 MAYOR'S COMMITTEE REPORT(S)

Parks and Recreation Director Zach Jones reported on various past and upcoming committee events and programs, some highlighted events included:

- *Mother's Day "Tea Time" Themed Brunch*
Held May 11, 2018, at the Lathrop Senior Center, sold out event in recognition of Mother's Day, over 60 attendees.
- *Father's Day Luncheon*
Held June 15, 2018, at the Lathrop Senior Center, special presentation provided by the Department of Fish & Game, over 40 attendees.
- *El Concilio Senior Legal Service*
Free paralegal services provided at the Lathrop Senior Center for seniors 50 years and over, include: wills, restraining orders, small claims, public assistance, social security forms, Medicare, housing and consumer affairs, grant deeds, evictions, elder abuse matters, durable power of attorney, and advance health care directives.
- *Seniors Walk with Ease Class*
Six-week program held three times per week: Monday, Wednesday, and Friday, August 1 to September 12, from 9 a.m. to 10 a.m.
- *New Art Party Program*
Senior Paint Day with Kat's Painting, over 12 attendees. Next class scheduled in November.
- *Junior NBA Program*
Three division offered in the program with 14 teams, 140 registrants (41% increase from last year).

For information on future programs and events, please contact the Lathrop Parks and Recreation Department at (209) 941-7372.

3. CITIZEN'S FORUM

Nellie Zavala (Commission on Aging) reported her attendance to the September 4, 2018, San Joaquin County Commission on Aging meeting, in which opioid abuse amongst elderly citizens was discussed. Ms. Zavala also announced the Caregiver Conference scheduled for November 10, 2018. Jim Canale (Lathrop, CA) expressed concern with the city's water quality and utility rates.

4. CONSENT CALENDAR

On a motion by Councilmember Dresser, seconded by Councilmember Salcedo, the City Council approved the Consent Calendar by the following roll call vote, unless otherwise indicated:

Ayes: Akinjo, Dresser, Salcedo, and Elliott.
Noes: None.
Absent: Dhaliwal.
Abstain: None.

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

Waived the reading of ordinances and resolutions on agenda unless otherwise requested by the Mayor or a Councilmember.

4.2 APPROVAL OF MINUTES

Approved Minutes for the Special Council Meeting of June 25, 2018, and the Regular Meeting of July 9, 2018.

4.3 TREASURER'S REPORT – JUNE 2018

Approved Quarterly Treasurer's Investment Report for June 2018.

4.4 2018 CONFLICT OF INTEREST CODE BIENNIAL AMENDMENT

Adopted **Resolution 18-4443** adopting an amended Conflict of Interest Code.

4.5 OUT-OF-STATE TRAVEL APPROVAL FOR THE 2018 SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJAFCA) WASHINGTON, D.C. ADVOCACY TRIP

City Clerk Teresa Vargas confirmed receipt of a public comment letter received for Item 4.5 submitted by Martin Harris, Terra Land Group, LLC.; and confirmed distribution to the City Council and copies for the public.

Marin Harris (Terra Land Group, LLC.) read a letter to Council; expressed various concerns related to levee modifications, drainage pathways, and storm water runoff.

Adopted **Resolution 18-4444** authorizing out-of-state travel for Council Member Dresser, representing the City of Lathrop as a SJAFA Board Member, to attend the 2018 fall advocacy trip in Washington, D.C., from September 25, 2018 to September 27, 2018.

4.6 AGREEMENT WITH SAN JOAQUIN COUNTY ECONOMIC DEVELOPMENT ASSOCIATION

Pulled by Councilmember Dresser. A question and answer period ensued. Economic Development Director of the Economic Development Association of San Joaquin County Steven Lantsberger responded to questions from the Council.

Adopted **Resolution 18-4445** approving an agreement with the San Joaquin County Economic Development Association to provide economic development services to the City of Lathrop, including amending the proposed agreement to provide quarterly progress reports to the City Council.

4.7 APPROVE STREET NAME RECOMMENDATIONS ASSOCIATED WITH THE SOUTH LATHROP COMMERCE CENTER PROJECT

Pulled by Councilmember Dresser. A question and answer period ensued. Community Development Director Mark Meissner provided additional information.

Marin Harris (Tuff Boy Sales, Inc.) spoke on the matter; requested to keep his current address. Community Development Director Mark Meissner clarified that the proposed change would not affect the numerical portion of local addresses. Mike Brown (Lathrop, CA), expressed support for the matter.

Adopted **Resolution 18-4446** approving the following: street name change from "Guthmiller Road" to "Yosemite Avenue"; and replace the suffix of Yosemite "Avenue" with Yosemite "Court".

4.8 ACCEPT IMPROVEMENTS FOR CIP PS 02-24 LATHROP ROAD WIDENING AND PS 17-12 HARLAN ROAD PAVEMENT REHABILITATION FROM TEICHERT CONSTRUCTION, INC.

City Clerk Teresa Vargas announced revisions to the proposed resolution for Item 4.8, to update the budget allocations for CIPs PS 17-12 and PS 02-24, relating to the increase in expenditures for each project. Ms. Vargas confirmed that the budget amount requested did not changed from the originally published agenda item.

Adopted **Resolution 18-4447** accepting improvements from Teichert Construction, Inc. for PS 02-24 Lathrop Road Widening and PS 17-12 Harlan Road pavement rehabilitation; authorized related budget amendment; authorized the filing of a notice of completion and release of contract retention.

4.9 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 39 LOTS IN TRACT 3903 VILLAGE "H" WITHIN EAST VILLAGE OF RIVER ISLANDS

Adopted **Resolution 18-4448** approving Final Map for Tract 3903 Village "H" within East Village, totaling 39 single family lots and a Subdivision Improvement Agreement with River Islands Development, LLC.

4.10 APPROVAL OF ANNEXATION NO. 7 OF VILLAGE "D" TO THE CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2013-1 OF THE RIVER ISLANDS DEVELOPMENT AT LATHROP

Pulled by Councilmember Akinjo. Glenn Gebhardt provided additional information.

Adopted **Resolution 18-4449** approving the Seventh Amendment to the Notice of Special Tax Lien for the City Community Facilities District No. 2013 (River Islands Public Services and Facilities) Annexation No. 7 Village "D" at River Islands Development at Lathrop.

4.11 ACCEPTANCE OF SOUTH LATHROP COMMERCE CENTER (PARCEL MAP 17-01) OFF-SITE PUBLIC IMPROVEMENTS

City Clerk Teresa Vargas confirmed receipt of a public comment letter received for Items 4.11 and 5.1 submitted by Martin Harris, Terra Land Group, LLC.; and confirmed distribution to the City Council and copies for the public.

Marin Harris (Terra Land Group, LLC.) read a letter to Council; expressed various concerns related to flooding and storm water drainage. Jeff Hill (Applicant - South Lathrop Land, LLC) provided additional information related to the South Lathrop Commerce Center project improvements. City Manager Stephen Salvatore and City Engineer Glenn Gebhardt provided additional information.

Adopted **Resolution 18-4450** accepting South Lathrop Commerce Center (Parcel Map 17-01) off-site public improvements.

5. SCHEDULED ITEMS

5.1 APPROVAL OF PARCEL MAP 17-01, SUBDIVISION IMPROVEMENT AGREEMENT, MEMORANDUM OF AGREEMENT FOR JOINT USE WITH RECLAMATION DISTRICT 17 (RD 17), EASEMENT DEED TO RD 17, AND JOINT ESCROW INSTRUCTIONS FOR SOUTH LATHROP COMMERCE CENTER

During the Consent Calendar, City Clerk Teresa Vargas confirmed receipt of a public comment letter received for Items 4.11 and 5.1 submitted by Martin Harris, Terra Land Group, LLC.; and confirmed distribution to the City Council and copies for the public.

City Engineer Glenn Gebhardt provided the presentation. A question and answer period ensued throughout the presentation.

Jeff Hill (Applicant - South Lathrop Land, LLC) provided additional information related to the project; expressed appreciation to staff for their assistance in moving the project forward; and thanked City Manager Stephen Salvatore for making himself available for commercial companies looking to interview Lathrop for a potential site location. Marin Harris (Terra Land Group, LLC.) expressed various concerns related to flooding and storm water drainage; read a letter received from the Department Water Resources related to flood risks near his property.

On a motion by Councilmember Akinjo, seconded by Vice Mayor Elliott, the City Council adopted **Resolution 18-4451** approving the South Lathrop Commerce Center Parcel Map 17-01, totaling nine (9) lots, and approving Subdivision Improvement Agreement, Memorandum of Agreement for Joint Use with RD 17, Easement Deed to RD 17, and related joint escrow instructions.

Ayes: Akinjo, Dresser, Salcedo, and Elliott.
Noes: None.
Absent: Dhaliwal.
Abstain: None.

5.2 FISCAL YEAR END 2017/18 BUDGET REPORT AND RELATED AMENDMENTS AND AMEND THE FISCAL YEAR 2018/19 BUDGET

Finance and Administrative Services Director Cari James provided the presentation. A question and answer period ensued throughout the presentation. City Manager Stephen Salvatore provided additional information, and announced that staff would bring an item to Council in October to provide an overview of the General and Measure C funds, including a summary of projects funded by each fund. The question and answer period continued.

On a motion by Councilmember Dresser, seconded by Councilmember Salcedo, the City Council adopted **Resolution 18-4452** amending the Fiscal Year 2017/18 and 2018/19 budget as adopted on June 13, 2017 by Resolution No. 17-4249.

Ayes: Akinjo, Dresser, Salcedo, and Elliott.
Noes: None.
Absent: Dhaliwal.
Abstain: None.

5.3 GRAND JURY REPORT RESPONSE

City Attorney Salvador Navarrete provided the presentation. A question and answer period ensued throughout the presentation.

Relating to Grand Jury Finding 4.1, Council consensus directed staff to draft an ethics policy, as a supplemental to the adopted City Council Handbook, affirming compliance with State and Federal ethics requirements for the City Council and Department Head level positions.

Relating to Grand Jury Finding 7.1, 7.2.1, and 7.3, Council consensus approved the proposed response, respectfully disagreeing with the Grand Jury findings relating to code enforcement in the City of Lathrop.

Lt Toby Farnsworth responded to questions from the Council concerning parking citations.

On a motion by Vice Mayor Elliott, seconded by Councilmember Dresser, the City Council accepted Grand Jury Report and directed the City Attorney to submit a letter to the Presiding Judge of the San Joaquin County Superior Court responding to the findings and recommendations of the Grand Jury report.

Ayes: Akinjo, Dresser, Salcedo, and Elliott.
Noes: None.
Absent: Dhaliwal.
Abstain: None.

6. COUNCIL COMMUNICATIONS

6.1 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S) - None

6.2 MAYOR & COUNCILMEMBER COMMENT(S) -

Councilmember Akinjo acknowledged celebratory events for City Clerk Teresa Vargas and Vice Mayor Elliott. Councilmember Salcedo echoed comments provided by Councilmember Elliott; thanked those in attendance. Councilmember Dresser announced the community BBQ event honoring first responders, scheduled for September 12, 2018 at 5 p.m.; commented on the recent peace march in the City of Manteca. Vice Mayor Elliott commented on recent crime activity throughout the city and homelessness activity in local parks.

7. ADJOURNMENT - There being no further business, Vice Mayor Elliott adjourned the meeting at 9:58 p.m.


Teresa Vargas, CMC
City Clerk

**CITY MANAGERS REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING**

ITEM: 2018-2019 REQUESTS FOR FEE WAIVER

RECOMMENDATION: Adopt Four (4) Resolutions Approving Facility Fee Waiver requests from the Lathrop Lions Club, Lathrop Little League, Lathrop HS Theater Arts Boosters, and the Lathrop Sunrise Rotary Club.

SUMMARY: Review and approve resolutions for fee waivers for the use of City facilities in accordance with the City of Lathrop Fee Waiver Policy. The Parks and Recreation staff have reviewed these requests and found the requested waivers to be of public benefit, de minimis in nature and not subsidized from other facility fees.

BACKGROUND: Annually staff receive requests for fee waivers from local organizations for the use of City facilities in support their local activities. Each of these organizations are local 501(c)3 non-profit organizations who are active in the Lathrop Community. This report includes facility fee waiver requests in support of each organization in the amounts listed below:

- | | |
|------------------------------------|------------|
| • Lathrop Lions Club | \$ 569.00 |
| • Lathrop Little League | \$7,971.00 |
| • Lathrop HS Theater Arts Boosters | \$ 168.00 |
| • Lathrop Sunrise Rotary Club | \$ 270.00 |

RECOMMENDATION: Staff recommends Council find the requested waivers would provide a public benefit to the community and that the amount of the request is de minimis in nature and not subsidized from other facility fees, and approve the fee waiver for the organizations listed above.

COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:

Promoting Community Values through cost reduction to promote public benefit activities of a service club. The requests are from local non-profit organizations whose efforts continue to give back to the residents of Lathrop.

FISCAL IMPACT: The fees associated with the facility fee waiver request total \$8978.00

ATTACHMENTS:

- A. Resolution to approve the Lathrop Lions Club Fee Waiver Request
- B. Lathrop Lions Club Request for Fee Waiver and Facility Usage Calculations
- C. Resolution to approve the Lathrop Little League Fee Waiver Request

**CITY MANAGERS REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING
2018-19 REQUESTS FOR FEE WAIVER**

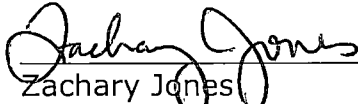
PAGE 2

- D. Lathrop Little League Request for Fee Waiver and Facility Usage Calculations.
- E. Resolution to approve Lathrop HS Theater Arts Boosters Fee Waiver Request
- F. Lathrop HS Theater Arts Boosters Request for Fee Waiver and Facility Usage Calculations
- G. Resolution to approve the Lathrop Sunrise Rotary Club Fee Waiver
- H. Lathrop Sunrise Rotary Club Request for Fee Waiver and Facility Usage Calculations

**CITY MANAGERS REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING
2018-19 REQUESTS FOR FEE WAIVER**

PAGE 3

APPROVALS:



Zachary Jones
Parks & Recreation Director

9-26-2018

Date



Cari James
Finance Director

9/27/18

Date



Salvador Navarrete
City Attorney

9-27-18

Date



Stephen J. Salvatore
City Manager

10-2-18

Date

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING A FACILITY FEE WAIVER REQUEST FROM THE LATHROP LIONS
CLUB FOR USE OF CITY FACILITIES TOTALING \$ 569.00**

WHEREAS, the Lathrop Lions Club has requested the use of City Facilities;
and

WHEREAS, the Parks & Recreation Commission voted at their October 4, 2018
meeting to recommend City Council approval of the requested fee waiver; and

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

NOW, THEREFORE, BE IT RESOLVED that the Council finds direct public
benefit will be provided by the Lathrop Lions Club to the City of Lathrop. The City
Council of the City of Lathrop does hereby authorize waiving facility fees for the use
of City Facilities in the amount of \$ 569.00.

The foregoing resolution was passed and adopted this 8th day of October
2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

Lathrop Lions Club						
Fee Calculations for 2019 Request for Use of Facilities						
Facility	Month Rqstd	Dates Requested	Purpose	Total Hours	Rate/Day	Total Price
Scott Brooks Gym	January	1/19/2019	Basketball Game	3	\$ 14.00	\$ 42.00
LSC Senior Center	June	6/15/2019	Murder Mystery	7	\$ 25.00	\$ 175.00
LSC Kitchen	June	6/15/2019	Murder Mystery	7	\$ 5.00	\$ 35.00
LCC Multi Purpose Room	January-November		Meetings	10	\$ 5.00	\$ 50.00
Generations Center	February	2/11/2019	Speech Contest	3	\$ 25.00	\$ 75.00
Scott Brooks Gym	November	11/10/2018	Craft Fair	8	\$ 14.00	\$ 112.00
LCC Multi Purpose Room	November	11/10/2018	Craft Fair	8	\$ 5.00	\$ 40.00
LCC Kitchen	November	11/10/2018	Craft Fair	8	\$ 5.00	\$ 40.00
TOTAL						\$569.00

CITY OF LATHROP - REQUIRED STAFF						
Fee Calculations for 2019 Request Staff Time Associated with Fee Waiver Request						
Event	Title	Hourly Rate	Hrs Rqstd			
Basketball Game	Facility Attendant	\$ 13.82	4			\$ 55.28
Murder Mystery	Facility Attendant	\$ 13.82	8			\$ 110.56
Meetings	Facility Attendant	\$ 13.82	20			\$ 276.40
Speech Contest	Facility Attendant	\$ 13.82	4			\$ 55.28
Craft Fair	Facility Attendant	\$ 13.82	9			\$ 124.38
TOTAL			45			\$621.90

\$1,190.90

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING A FACILITY FEE WAIVER REQUEST FROM THE LATHROP LITTLE
LEAGUE FOR USE OF CITY FACILITIES TOTALING \$7,971.00**

WHEREAS, the Lathrop Little League has requested the use of City Facilities;
and

WHEREAS, the Parks & Recreation Commission voted at their October 4, 2018
meeting to recommend City Council approval of the requested fee waiver; and

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

NOW, THEREFORE, BE IT RESOLVED that the Council finds direct public
benefit will be provided by the Lathrop Little League to the City of Lathrop. The City
Council of the City of Lathrop does hereby authorize waiving facility fees for the use
of City Facilities in the amount of \$7,971.00.

The foregoing resolution was passed and adopted this 8th day of October
2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

Lathrop Little League						
Fee Calculations for 2019 Request for Use of Facilities						
Facility	Month Rqstd	Dates Requested	Purpose	Total Days	Rate/Day	Total Price
Mossdale Baseball Field (#1)	1/12, 1/19, 1/26	Saturday	Try outs	3	\$ 1.00	\$ 3.00
Valverde Baseball Fields(#1)	February 4 - June 7	Monday-Friday	Practice	123	\$ 1.00	\$ 123.00
Valverde Baseball Fields(#2)	February 4 - June 7	Monday-Friday	Practice	123	\$ 1.00	\$ 123.00
Sangalang Baseball Field	February 4 - June 7	Monday-Friday	Practice	123	\$ 1.00	\$ 123.00
Mossdale Baseball Field (#1)	February 4 - June 7	Monday-Saturday	Practice/Games	123	\$ 1.00	\$ 123.00
Mossdale Baseball Field (#2)	February 4 - June 7	Monday-Saturday	Practice/Games	123	\$ 1.00	\$ 123.00
Mossdale Baseball Field (#3)	February 4 - June 7	Monday-Saturday	Practice/Games	123	\$ 1.00	\$ 123.00
Concession Stand	February 4 - June 7	Sunday- Saturday	Concessions	976	\$ 5.00	\$ 5,630.00
Facility Room	Dates Requested	Hours	Purpose	Total Hours	Hourly Rate	Total
LSC Main Room	1/28/2018	5:00-9:00pm	Draft Day	4	\$ 25.00	\$ 100.00
LSC Main Room	10/8, 10/22, 11/5, 11/19, 12/3, 12/17, 1/3, 1/14, 1/28, 2/11, 2/19, 2/25, 3/4, 3/18, 4/8, 4/22, 5/6, 5/20, 5/29, 6/10, 6/17, 7/8, 8/5, 9/9	6:00pm-8:30pm	Meetings	60	\$ 25.00	\$ 1,500.00
TOTAL						\$7,971.00

CITY OF LATHROP - REQUIRED STAFF						
Fee Calculations for 2018 Request Staff Time Associated with Fee Waiver Request						
Event	Title	Hourly Rate	Hrs Rqstd			
League Meetings	Facility Attendant	\$ 13.82	89			\$ 1,229.98
TOTAL						\$1,229.98

\$9,200.98

RESOLUTION NO. 18-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A FACILITY FEE WAIVER REQUEST FROM THE LATHROP HS THEATER ARTS BOOSTERS FOR USE OF CITY FACILITIES TOTALING \$168.00.

WHEREAS, the Lathrop HS Theater Arts Boosters has requested the use of City Facilities; and

WHEREAS, the Parks & Recreation Commission voted at their October 4, 2018 meeting to recommend City Council approval of the requested fee waiver; and

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

NOW, THEREFORE, BE IT RESOLVED that the Council finds direct public benefit will be provided by the Lathrop HS Theater Arts Boosters to the City of Lathrop. The City Council of the City of Lathrop does hereby authorize waiving facility fees for the use of City Facilities in the amount of \$168.00.

The foregoing resolution was passed and adopted this 8th day of October 2018, by the following vote:

AYES:

NOES:

ABSENT:

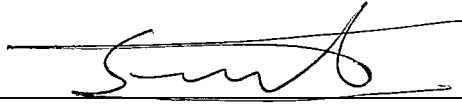
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk


Salvador Navarrete, City Attorney

<u>Lathrop Theatre Arts Boosters</u>						
Fee Calculations for 2019 Request for Use of Facilities						
Facility	Month Rqstd	Dates Requested	Purpose	Total Hours	Rate/Day	Total Price
Scott Brooks Gym	October	10/24/2018	Murder Mystery	5	\$ 14.00	\$ 70.00
Scott Brooks Gym	October	10/27/2018	Murder Mystery	7	\$ 14.00	\$ 98.00
TOTAL						\$168.00

<u>CITY OF LATHROP - REQUIRED STAFF</u>						
Fee Calculations for 2019 Request Staff Time Associated with Fee Waiver Request						
Event	Title	Hourly Rate	Hrs Rqstd			
Murder Mystery	Facility Attendant	\$ 13.82	6			\$ 82.92
Murder Mystery	Facility Attendant	\$ 13.82	8			\$ 110.56
TOTAL						\$193.48

\$361.48

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING A FACILITY FEE WAIVER REQUEST FROM THE LATHROP
SUNRISE ROTARY CLUB FOR USE OF CITY FACILITIES TOTALING \$270.00**

WHEREAS, the Lathrop Sunrise Rotary Club has requested the use of City Facilities; and

WHEREAS, the Parks & Recreation Commission voted at their October 4, 2018 meeting to recommend City Council approval of the requested fee waiver; and

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

NOW, THEREFORE, BE IT RESOLVED that the Council finds direct public benefit will be provided by the Lathrop Sunrise Rotary Club to the City of Lathrop. The City Council of the City of Lathrop does hereby authorize waiving facility fees for the use of City Facilities in the amount of \$270.00.

The foregoing resolution was passed and adopted this 8th day of October 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

Lathrop Sunrise Rotary

Fee Calculations for 2019 Request for Use of Facilities

<u>Facility</u>	<u>Month Rqstd</u>	<u>Dates Requested</u>	<u>Purpose</u>	<u>Total Hours</u>	<u>Rate/Day</u>	<u>Total Price</u>
LSC Senior Center	November	11/22/2018	Thanksgiving Day Event	9	\$ 25.00	\$ 225.00
LSC Kitchen	November	11/22/2018	Thanksgiving Day Event	9	\$ 5.00	\$ 45.00
TOTAL						\$270.00

CITY OF LATHROP - REQUIRED STAFF

Fee Calculations for 2019 Request Staff Time Associated with Fee Waiver Request

<u>Event</u>	<u>Title</u>	<u>Hourly Rate</u>	<u>Hrs Rqstd</u>			
Thanksgiving Day Event	Facility Attendant	\$ 13.82	10			\$ 138.20
TOTAL						\$138.20

\$408.20

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**CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING**

ITEM: ISU SALE TO LOUISE AVENUE PARTNERS

RECOMMENDATION: Adopt Resolution Approving the Sale of 15 ISUs to Louise Avenue Partners for Proposed Tru By Hilton Hotel at 161 East Louise Avenue (APN 196-27-023)

SUMMARY:

Louise Avenue Partners (Applicant) is interested in constructing a new Tru By Hilton hotel located at 161 East Louise Avenue (APN 196-27-023) in the City of Lathrop. Tru By Hilton has submitted a written request, application, and application fee for the purchase of fifteen (15) ISUs from the City. The Applicant has agreed to pay the cost in the amount of \$126,990 to purchase the ISUs. Staff is requesting that Council adopt the attached resolution, authorizing the sale of 15 ISUs to the Applicant.

BACKGROUND:

The City of Lathrop received a written request from Louise Avenue Partners to purchase fifteen (15) wastewater interceptor service units (ISUs) for a new Tru By Hilton hotel proposed to be located at 161 East Louise Avenue, APN 196-27-023. The property is currently allocated 30.77 ISUs.

In accordance with the Policy for Allocating, Reallocating, and/or Transferring Wastewater Treatment Capacity (ISU Policy) adopted by City Council, the applicant has formally submitted a letter of interest to the City of Lathrop for the purchase of ISUs, and has a formal project application submitted with the Community Development Department, and has paid the City administration fee.

The cost to purchase the 15 ISUs is \$126,990. The money received from the purchase of ISU's will be deposited into Sewer Connection Fund 6030. The funds will be used for sewer related projects and to pay back the General Fund which fronted the cost to expand the Manteca Water Quality Control Facility (MWQCF).

REASON FOR RECOMMENDATION:

The Applicant has submitted a written request to secure fifteen (15) ISU's for their project, and meets the criteria for the allocation in accordance with the City's ISU Policy. The Applicant has paid the administration fee of \$500.00 and has agreed to pay for the ISUs within thirty (30) days of approval from the Council. Per the ISU Policy, if payment is not received within 30 days of this Council approval, the transfer will be void. In addition, if a building permit is not obtained within one year, the transfer will be refunded at the City's discretion.

**CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING
ISU SALE TO LOUISE AVENUE PARTNERS**

Page 2

FISCAL IMPACT:

The \$500 administration fee required to cover City staff time to facilitate the ISU transfer and prepare this report has been paid. The \$126,990 to purchase the 15 ISU's will be due within 30 days of City Council approval and deposited in the Sewer Connection Fund 6030-5030-318-0450.

ATTACHMENTS:

- A. Resolution Approving the Sale of 15 ISUs to Louise Avenue Partners for Proposed Tru By Hilton Hotel at 161 East Louise Avenue (APN 196-27-023)
- B. Written Request for ISU Transfer
- C. Wastewater Treatment Capacity Policy
- D. Project Description
- E. Letter of Authorization

**CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL MEETING
ISU SALE TO LOUISE AVENUE PARTNERS**

Page 3

APPROVALS:



Greg Gibson
Senior Civil Engineer

9/27/18

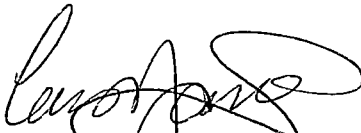
Date



Michael King
Assistant Public Works Director

10-1-18

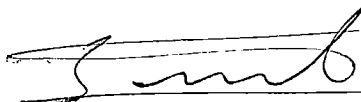
Date



Cari James
Director of Finance

10-2-18

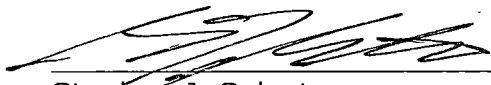
Date



Salvador V. Navarrete
City Attorney

9-27-18

Date



Stephen J. Salvatore
City Manager

10-2-18

Date

RESOLUTION NO. 18 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE SALE OF 15 ISUS TO LOUISE AVENUE PARTNERS FOR
PROPOSED TRU BY HILTON HOTEL AT 161 EAST LOUISE AVENUE
APN 196-27-023**

WHEREAS, Staff has received a written request from Louise Avenue Partners (Applicant) to approve the purchase of fifteen (15) wastewater interceptor service units (ISUs) to the property listed in the Assessor's Parcel Book as APN 196-27-023, located at 161 East Louise Avenue in the City of Lathrop; and

WHEREAS, the property listed in the Assessor's Parcel Book as APN 196-27-023 currently has 30.77 ISUs and requires a total of approximately 45 ISUs for the proposed hotel project; and

WHEREAS, the Applicant has met the criteria as outlined in the City's Policy for Allocating, Reallocating, and/or Transferring Wastewater Treatment Capacity (ISU Policy) and has paid for the City's administration fee for processing their transfer request; and

WHEREAS, the Applicant has paid the \$500 application fee and agrees to pay \$126,990 to purchase the fifteen (15) ISUs within 30 days of Council approval of the ISU transfer.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop approves the Agreement for the sale and purchase of fifteen (15) ISUs requested by Louise Avenue Partners to be transferred to APN 196-27-023 in the City of Lathrop; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approve the following budget Amendment to reflect the revenue of \$126,990.

Increase Revenue
6030-5030-318-0450

\$126,990

The foregoing resolution was passed and adopted this 8th day of October, 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

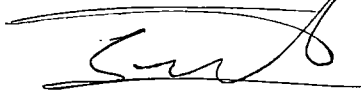
ABSENT:

Sonny Dhaliwal, Mayor

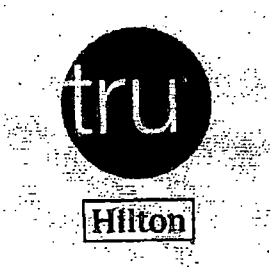
ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



September 27, 2018

Louise Avenue Partners
103 E Louise Avenue
Lathrop, CA 95330

RE: ISU Request for APN: 196-270-23 / 161 E Louise Avenue, Lathrop CA 95330 / PA-18-74

Dear Public Works Director:

We are requesting to transfer/purchase 15 additional ISUs for our new hotel project, Tru by Hilton in Lathrop CA.

We currently have 30 ISUs, but in order to build our projected 79 room, 4-story hotel, we will need these additional ISUs. Please consider this request using our ISU application provided, along with the project description & elevations provided.

Please feel free to email or call me with any questions.

Thanks,

A handwritten signature in black ink, appearing to read "Anand Kotecha".

Anand Kotecha

Louise Avenue Partners



CITY OF LATHROP

WASTEWATER TREATMENT CAPACITY POLICY

PURPOSE: To Allocate, Reallocate, and/or Transfer Wastewater Treatment Capacity.

Introduction:

This policy covers the allocation, reallocation, and/or transfer of wastewater treatment capacity for users utilizing capacity in the Manteca Wastewater Quality Control Facility (MWQCF) or any available wastewater treatment capacity in the Lathrop Consolidated Treatment Facility (LCTF). The wastewater treatment capacity is commonly allocated as an "Interceptor Service Unit" (ISU) for both the MWQCF and for LCTF. For the purpose of this policy, an ISU is equivalent to 260 gallons per day of treatment capacity and the allocation, reallocation, or transfer of existing ISUs between customers or between properties shall be considered a "transfer".

General Guidelines:

1. All transfer requests shall be in the form of a written request to the Public Works Director. The transfer is required to be approved by the City Council unless otherwise permitted by this policy.
2. A fully executed copy of Exhibit "A" (attached) shall be submitted with the written request. Exhibit "A" establishes minimum eligibility criteria for a transfer.
3. Transfers of available ISUs may be made to or from a property located in any zoning district within the service areas of the wastewater treatment facilities (MWQCF, LCTF) affected by the transfer at the discretion of the City Council, or to or from property owned by the City. Undeveloped and underdeveloped private property must retain a minimum number of ISUs, generally one (1) per parcel, to permit future development unless the application is accompanied by an offer to dedicate all development rights with respect to a parcel in a form acceptable to the City Attorney.
4. The cost of purchasing ISUs from the City or obtaining City approval of a "parcel to parcel" transfer shall depend on the original funding source of the capacity but, shall generally conform to the following guidelines:
 - a. If the capacity is located in the existing MWQCF collection area, the cost shall be the Sewer Capital Facilities Fee (CFF) adopted by the City Council at the time the transfer or purchase is approved by the City or when the payment is made to the City, whichever is greater.
 - b. If the capacity is located in the existing MWQCF collection area, AND, within an Assessment District (AD) or Community Facilities District (CFD) which paid for the original capacity, the cost shall be the higher of the Sewer Capital Facilities Fee (CFF) or the AD/CFD payoff amount at the next bond redemption period, whichever is greater.
 - c. If the capacity is located in the West Lathrop Specific Plan Area, or the Central Lathrop Specific Plan Area, the cost shall be the higher of the sewer CFF or the AD/CFD payoff amount at the next bond redemption period (whichever is greater) and the Pond and Sprayfield fee.
 - d. The fee shall be paid to the City by the applicant upon approval of the transfer by the City Council. Upon receipt and verification of funds of final



CITY OF LATHROP

WASTEWATER TREATMENT CAPACITY POLICY

payment by the applicant, the original owner of the ISU will be reimbursed the purchase price less the City's administrative fee.

5. The City's purchase of capacity shall be effective upon mailing of a letter from the Public Works Director or designee to the address on file for the applicant. ISUs may not be purchased for or transferred to undeveloped land unless a proposed project exists for that land. If ISUs are purchased for a proposed project and a building permit, parcel map or final map is not approved within one (1) year from the City Council's approval of the transfer, the City may, at its sole discretion, repurchase the capacity from the applicant. The repurchase price shall be the same as the cost paid by the transferee at the time the transfer originally took place, less the City's administrative fee. Original owner or recipient may request a Form 1099 to document income received from the City for the purchase of sewer capacity.
6. For the purposes of this Wastewater Transfer Policy, a "proposed project" shall include, at a minimum, a formal planning application submitted to the Community Development Department. The application number assigned to the project by that Department shall be clearly indicated on Exhibit "A" and on all other forms and communications with respect to a transfer application. A planning pre-application submittal or verbal project description does not constitute a "proposed project" and is not sufficient to initiate a transfer per this Policy.
7. An applicant may apply to the City to transfer ISUs either before or after the City has taken action on a proposed project. The transfer must be obtained before recordation of a parcel map or final map. At the discretion of the Public Works Director, the transfer may be required before final approval of a proposed project.
8. Any transfer of ISUs may be subject to a "Right of First Refusal" agreement at the option of the transferor. Such an agreement shall specify that capacity may be transferred to the original transferor upon its written request to the City only when alternate, permanent capacity is available to the original transferee. A Right of First Refusal Agreement shall also specify that the cost to repurchase the ISUs shall be equal to the original price paid, less any administrative fees or charges levied by the City. All such agreements shall be subject to City Council approval concurrently with the transfer that is subject to the right of first refusal but a transfer authorized by such an agreement may be approved by the Public Works Director, without further action by the City Council.
9. Applicant, upon approval of the transfer by City Council, may become responsible for ongoing operations and maintenance associated with the capacity being transferred, regardless of whether the proposed projects builds or not. This responsibility will end upon repurchase of the capacity by the City. The responsibility to pay for operations and maintenance cost incurred prior to any repurchase of capacity by the City will not end upon that repurchase at the City's discretion, the repurchase cost maybe reduced by the value of any operations and maintenance unpaid by the applicant.



CITY OF LATHROP

WASTEWATER TREATMENT CAPACITY POLICY

Application Process:

The applicant should contact the Public Works Department to determine if there are unallocated ISUs available for purchase, or if it is possible to transfer ISUs from undeveloped or underdeveloped property. If the applicant wishes to purchase unallocated ISUs, or to transfer ISUs from undeveloped or underdeveloped property, the following process shall be followed:

1. The applicant shall make a written request to the Public Works Director to transfer ISUs.

For a same owner, parcel to parcel transfer request which does not include the purchase of unallocated ISU's, the request shall include:

- a. An executed copy of Exhibit "A", *Wastewater Transfer Criteria*. Exhibit "A" establishes a list of "Foundational Criteria" establishing the eligibility of the ISU transfer. The "Land Use Criteria" does not apply
- b. The number of ISUs requested.
- c. An application fee to cover the cost of staff efforts, including the preparation of staff reports for Council action which shall be established from time to time by resolution of the City Council.
- d. A commitment signed by one authorized to bind the applicant to construct any sewer line extensions and other facilities necessary to utilize the ISUs.

~~For a transfer request which does not qualify as a same owner, parcel to parcel transfer, the request shall include:~~

- a. An executed copy of Exhibit "A", *Wastewater Transfer Criteria*. Exhibit "A" establishes a list of "Foundational Criteria" establishing the eligibility of a proposed project to receive ISUs. Additionally, Exhibit "A" establishes a list of "Land Use Criteria" to establish priorities of projects for allocation of limited ISUs. Projects must receive a minimum score of seven (7) to be eligible for a transfer.
- b. An executed copy of Exhibit "B", *Purchase of ISU Agreement*. The Agreement establishes the fact that the cost per ISU is under review and not yet finalized. The Applicant must agree to pay the City the final cost of the ISUs, as established by City ordinance, when that cost is determined.
- c. The number of ISUs requested.
- d. A description of the proposed project in sufficient detail to identify the potential impacts and benefits of the proposed development. This description should identify the planning application number assigned by the City's Community Development Department, if applicable, and/or the parcel/tract map number.



CITY OF LATHROP

WASTEWATER TREATMENT CAPACITY POLICY

- e. A commitment signed by a person authorized to bind the applicant to obtain a building permit, parcel map or final map within one (1) year from City Council's approval of the transfer. At the City's sole discretion the ISUs shall revert back to the City at the end of one (1) year unless the City Council approves an extension of time. Any request for an extension of time must be provided in writing and addressed to the Director of Public Works. The repurchase price shall be the cost paid by the transferee, less the City's administrative fee.
 - f. An application fee to cover the cost of staff efforts, including the preparation of staff reports for Council action which shall be established from time to time by resolution of the City Council.
 - g. A commitment signed by one authorized to bind the applicant to construct any sewer line extensions and other facilities necessary to utilize the ISUs.
2. Upon an applicant's completion of an application pursuant to paragraph 1 immediately above, and after determination that the minimum eligibility criteria for a transfer have been met, the Public Works Director will prepare a report for City Council action. The City Council may approve or deny the applicant's request in its sole discretion. If approved, the City Council may authorize the City Manager to execute an agreement, approved by the City Attorney, with the applicant.
3. If the City Council approves a transfer of ISUs between parcels, the applicant shall pay all costs to prepare and record an agreement(s) for the transfer. The agreement(s) shall run with the land and be recorded to give notice to future property owners of the transfer and limitations on future development arising from the transfer.
4. The fully executed agreement(s), and payment in the amount of 100% of the cost of the units, shall be submitted to the Public Works Director within thirty (30) days of the City Council action or the transfer will be void. The Public Works Director will cause the funds to be paid to the transferee or deposited with the City and will record any agreement(s). The applicant may then obtain a building permit, parcel map or final map if all other necessary permits and approvals for their proposed development/project have been issued.
5. If a transfer of units is to City property, the Public Works Director shall prepare a report for the City Council. The report should include:
 - a. A brief description of the reason for the request.
 - b. The number of ISUs requested.
 - c. The source of the ISUs.
6. ISUs transferred shall be limited to units that are currently available.
7. ISUs on City property, or public rights-of-way held by the City, may be reallocated to other City property by City Council action.



CITY OF LATHROP
WASTEWATER TREATMENT CAPACITY POLICY

EXHIBIT A

CITY OF LATHROP
APPLICATION FOR WASTEWATER CAPACITY TRANSFER

This is a request to allocate, reallocate or transfer wastewater treatment capacity defined as Interceptor Sewer Units (ISUs) for service to the following real property:

Address: 161 E. LOUIE Avenue, Lathrop, CA 95330

APN(s): 196-270-23

Project Planning Application No.: PA-18-74

Foundational Criteria

For a same owner parcel to parcel transfer request which does not include the purchase of unallocated ISU's, the applicant must meet all six (6) of the following Foundational Criteria before the City will process this request for an ISU transfer:

1. Is the request in violation of any applicable Federal, State, County, or City laws, regulations or ordinances?
YES _____ *NO ✓
2. Prior to filing this request, has the applicant reimbursed the City for all ISU allocations previously approved by the City Council, and paid the administrative fee required for processing this application?
*YES ✓ NO _____
3. Is the property receiving the ISU transfer zoned for commercial use?
*YES ✓ NO _____
4. Will the transfer request result in the receiving property having ten (10) or less ISU's?
*YES _____ NO ✓
5. Are there any pending and/or unexpired planning approvals on the property where the ISU's are originating that require the use of the ISU's to be transferred?
YES _____ *NO ✓
6. Has the applicant provided proof of ownership or evidence they are a representative of the owner, in the form of a Grant Deed, Title Report, or other documentation signed by the owner, clearly evidencing the legal right to act on behalf of, or otherwise affect, the ISU originating and receiving properties?
*YES ✓ NO _____

** Indicates the answer required in order to meet "Foundation Criteria"*



CITY OF LATHROP

WASTEWATER TREATMENT CAPACITY POLICY

For a transfer request which does not qualify as a same owner parcel to parcel transfer the applicant must meet **all** six (6) of the following Foundational Criteria **before** the City will process this request for an ISU transfer:

1. Is the request in violation of any applicable Federal, State, County, or City laws, regulations or ordinances?
YES _____ *NO ✓
2. Prior to filing this request, has the applicant reimbursed the City for all ISU allocations previously approved by the City Council, and paid the administrative fee required for processing this application?
*YES ✓ NO _____
3. Has the applicant signed the *City of Lathrop Purchase of ISU Agreement* (Exhibit "B")?
*YES ✓ NO _____ N/A _____
4. Is the proposed development consistent with the Historical Lathrop Guidelines, if applicable?
*YES ✓ NO _____ N/A _____
5. Is the proposed development consistent with the City's General Plan, Zoning Ordinance and Utility Master Plan?
*YES ✓ NO _____
6. Has the applicant provided proof of ownership or evidence they are a representative of the owner, in the form of a Grant Deed, Title Report, or other documentation signed by the owner, clearly evidencing the legal right to act on behalf of, or otherwise affect, the subject property?
*YES ✓ NO _____

* Indicates the answer required in order to meet "Foundation Criteria"



CITY OF LATHROP

WASTEWATER TREATMENT CAPACITY POLICY

Land Use Criteria

After applying the following Land Use Criteria, this request must achieve a total of seven (7) points before the transfer may be recommended to the City Council for approval:

1. Does a health and safety condition exist necessitating an immediate need for capacity?

YES = 1 point

NO = 0 points

Criteria #1 Points: 0

2. Based upon Commercial and Industrial priorities established by the City Council, the applicant's request is ranked as follows:

a. Commercial = 10 points

b. Industrial = 7 points

c. Residential = 4 points

d. Institutional = 1 point

Criteria #2 Points: 10

3. Is the development a High Density Residential project?

YES = 1 point

NO = 0 points

Criteria #3 Points: 0

4. If this is a residential development, will the development include at least 50% of the units guaranteed for low income persons?

YES = 1 point

NO = 0 points

Criteria #4 Points: 0

5. Is the project requesting two (2) or fewer ISUs at build out?

YES = 2 points

NO = 0 points

Criteria #5 Points: 0

6. Will the development result in permanent (not construction) jobs being created?

0-10 = 0 point

10-25 = 2 points

25-100 = 3 points

Criteria #6 Points: 2

7. Has the CEQA process been completed, and if so have mitigation monitoring measures and/or conditions of approval been agreed to and/or funded by applicant?

YES = 1 point

NO = 0 points

Criteria #7 Points: 1

Total Project Points 13



CITY OF LATHROP

WASTEWATER TREATMENT CAPACITY POLICY

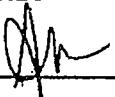
Since the City Council has declared that priority will be given to commercial development, no proposed development with a score of fewer than seven (7) points will be considered for allocation of any remaining ISUs. For a parcel-to-parcel transfer, the Land Use Criteria are not applicable.

For parcel-to-parcel transfers, if this request is approved by the City Council, then the City shall record in the County of San Joaquin Recorder / Clerk's Office, a Notice of Transfer of Interceptor Service Units Affecting Certain Real Property (Exhibit "C"). The form of this Notice will be provided by the City; however, before the Notice is executed, acknowledged by a notary public or recorded, the applicant shall provide the City an accurate legal description of the subject property.

I, the undersigned, owner and / or agent declare under penalty of perjury under the laws of the State of California that:

1. The information provided by the undersigned to the City in support of this request is true and correct.
2. For ISU transfers requiring a proposed project the applicant will make best efforts to obtain a building permit, parcel map or final map within one (1) year from City Council's approval of the transfer and recognizes that the ISUs will revert to the City if the applicant does not obtain a building permit, parcel map or final map in that time unless the City Council grants an extension of time.
3. The applicant will construct any sewer line extensions and other facilities necessary to utilize the ISUs to the satisfaction of the Public Works Director and in compliance with applicable City standards prior to obtaining a building permit, parcel map or final map.
4. The applicant agrees to accept responsibility for paying any ongoing maintenance cost associated with the ISU's being purchased/transferred/reassigned, beginning from the date the transferred is approved by the City Council.

SIGNATURES

	9/26/18
Signature	Date
Arund Kotecha	9/26/18
Print Name	Date

As agent for:

Applicant (if the Applicant is an entity, print its legal name here)



CITY OF LATHROP

WASTEWATER TREATMENT CAPACITY POLICY

Concurs:

Glenn Gebhardt
City Engineer

Date

Approved for Council Action:

Stephen J. Salvatore
City Manager

Date



CITY OF LATHROP

WASTEWATER TREATMENT CAPACITY POLICY

EXHIBIT B

CITY OF LATHROP PURCHASE
OR TRANSFER OF ISU
AGREEMENT

This PURCHASE OF ISU AGREEMENT ("Agreement") is entered into as of this _____ day of _____, 20_____, by and between The City of Lathrop ("City") and Lovise Avenue Partners ("Builder").

RECITALS

A. City has certain reserved capacity for sewage disposal in the joint Manteca-Lathrop Water Quality Control Facility ("MWQCF") as well as the Lathrop Consolidated Treatment Facility (LCTF).

B. That reserved, but unused, capacity is expressed, for purposes of this Agreement, as a certain number of Interceptor Service Units ("ISU") of 260 gallons per day of sewer treatment capacity in the MWQCF or the LCTF.

C. Builder desires to purchase, and City desires to sell, 15 ISUs.

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Builder and City hereby agrees as follows:

1. City hereby sells to Builder 15 ISUs for use on the property identified as (street address or APN) ("the Land"). 161 E. Lovise Avenue, Lathrop, CA 95330 APN: 196-270-23
2. Builder understands and agrees that the price of an ISU that is serviced by the Manteca Plant includes two (2) components: a Capacity Cost and a Collection System Cost. The current Capacity Cost for sewer service in the Manteca Plant WQCF is One Hundred Twenty Six Thousand Nine Hundred (\$ 126,900); The Capacity Cost is due within thirty (30) days of Council approval of the ISU purchase. The current Collection System Cost is project-specific and is based upon the size of the water meter(s) utilized for the project. Collection System costs can be found on the City Website under utility rates. The Collection System Cost is collected during the Building Permit process and is due from Builder prior to the issuance of Building Permits and Builder agrees City will not issue building permits for structures to be served the ISUs sold under this agreement until Builder pays that Collection System Cost to City.
3. If the builder wishes to purchase or transfer capacity that is serviced by the LCTF, the total cost including capacity and collection system charges will be (\$____ per gallon x 260 gallons per ISU) = \$____ per ISU. For purposes of this agreement, the Capacity cost is 50% of the total cost of an ISU and the collection system cost is 50%. The capacity cost is due within 30 days of Council approval of the ISU purchase and the Collection system cost will be due prior to the issuance of the building permit.
4. Builder acknowledges that the transfer of _____ ISU's from the _____ (MWQCF or LCTF) requires the new owner to pay operations and maintenance costs from the date



CITY OF LATHROP

WASTEWATER TREATMENT CAPACITY POLICY

the capacity is approved by the City Council until the date the proposed project is occupied and payment of wastewater monthly fees begin. The City estimates the annual operations and maintenance costs for this transfer to be \$_____/year.

5. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior understandings or agreements. This Agreement may be modified only by a writing signed by both parties. 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.
6. A copy of this Agreement shall be filed with the City of Lathrop Director of Public Works, and shall run with the land and City shall record a notice of this Agreement against the Land in the form attached hereto as Exhibit C.
7. This Agreement may be terminated only in accordance with the City's then-current policy regarding the transfer of ISUs between persons or properties. If the City agrees to terminate this Agreement pursuant to that policy, City shall record a release of this Agreement as to the Land.

IN WITNESS WHEREOF, Builder and City have executed this Agreement as of the date first set forth above.

CITY:

Salvador Navarrete
City Attorney

Date

Stephen J. Salvatore
City Manager

Date

APPLICANT:

Signature

Anand Kotescha

Print Name

9/26/18

Date

Signature

Print Name

Date



CITY OF LATHROP

WASTEWATER TREATMENT CAPACITY POLICY

EXHIBIT C

NOTICE OF TRANSFER OF
INTERCEPTOR SEWER UNITS (ISUs)
AFFECTING CERTAIN REAL PROPERTY

Notice is hereby given that City of Lathrop (owner / grantor) hereby transfers to Louise Avenue Partners (buyer / grantee) 15 Interceptor Sewer Units (ISUs) pursuant to an Agreement/Approved Application with the City of Lathrop dated _____, 20____, which Agreement/Approved Application affects the real property commonly known as 161 East Louise Avenue APN 196-27-023, City of Lathrop, County of San Joaquin, State of California, and the legal description of the real property from which the ISUs are transferred is attached as Exhibit "1" and incorporated by reference herein.

Notice is given further that the real property to which the ISUs are transferred is commonly known as _____, City of Lathrop, County of San Joaquin, State of California, and the legal description of said real property is attached as Exhibit "2" and incorporated by reference herein.

This notice shall be duly recorded in the records of the County of San Joaquin Clerk / Recorder's Office.

Dated: 9/27, 20 18



Owner/Grantor Signature

Anand Kotecha

Print Name



Date September 17, 2018

Community Development Department
Planning Division
 390 Towne Centre Drive
 Lathrop, CA 95330

Architect: **David Burkett**
License # C33260
 RED Inc Architects
 1217 J Street
 Modesto, CA 95354
 (209) 247-0448
 david@redincarchitects.com

Project: **Tru By Hilton**
 APN: 196-270-23
 161 E. Louise Avenue
 Lathrop, CA 95330

Re: **Project Description Letter**

The proposed project is to build a 4-story hotel, with a patio, fitness room, (80) parking stalls and associated on-/off-site improvements. The existing site is an empty lot between an existing hotel to the west and a commercial development to the east. The hotel will be operating 24 hours a day and will have a total of 4 employees. Hotel room types are as follows:

1. (44) Standard King rooms with 222 sqft;
2. (32) Standard Double Queen rooms with 270 sqft;
3. (4) Accessible King rooms with 360 sqft;
4. (3) Accessible Double Queen rooms with 390 sqft;

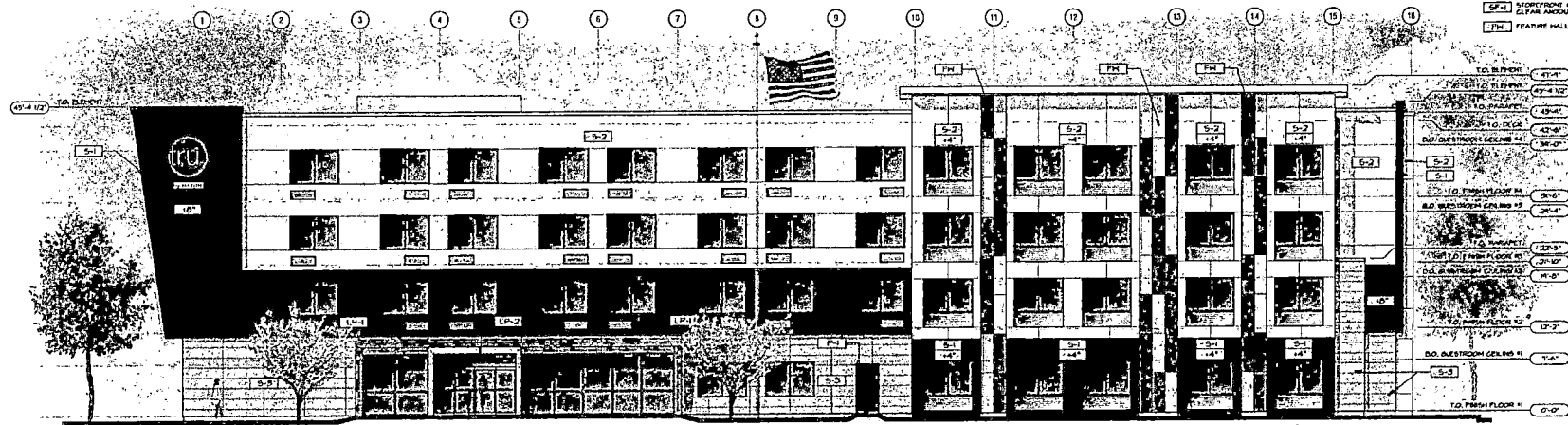
For a total of 79 rooms with a 56:44 K/Q ratio.

David Burkett, AIA

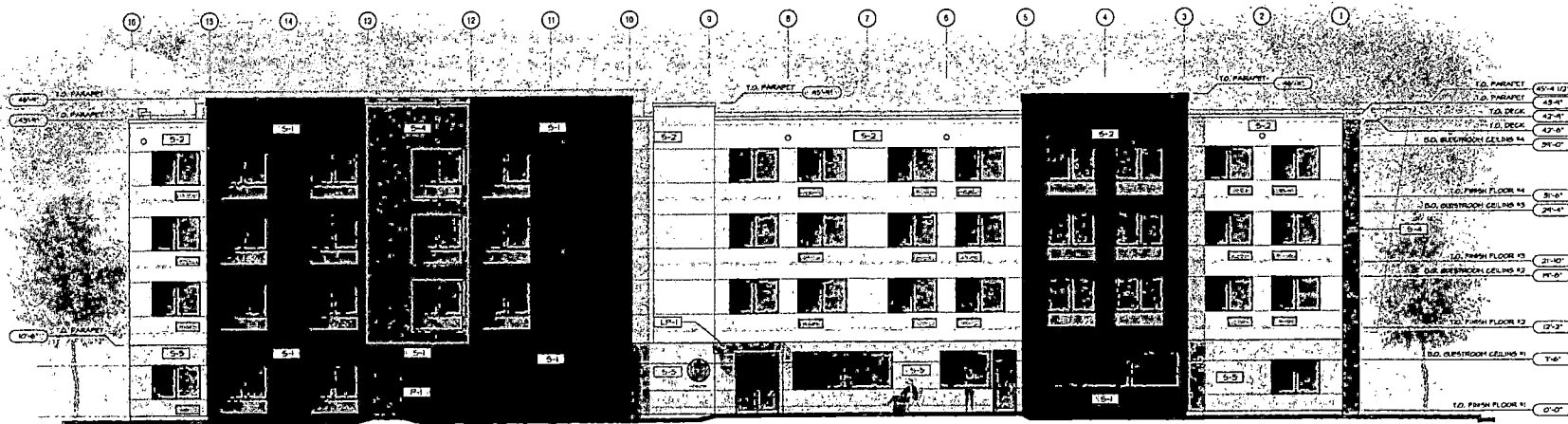
Architect

0' 1" 2" 3" 4" 5" 6" 7" 8" 9" 10" 11" 12" 13" 14" 15" 16" 17" 18" 19" 20" 21" 22" 23" 24" 25" 26" 27" 28" 29" 30" 31" 32" 33" 34" 35" 36" 37" 38" 39" 40" 41" 42" 43" 44" 45" 46" 47" 48" 49" 50" 51" 52" 53" 54" 55" 56" 57" 58" 59" 60" 61" 62" 63" 64" 65" 66" 67" 68" 69" 70" 71" 72" 73" 74" 75" 76" 77" 78" 79" 80" 81" 82" 83" 84" 85" 86" 87" 88" 89" 90" 91" 92" 93" 94" 95" 96" 97" 98" 99" 100"

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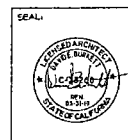
2 WEST ELEVATION
SCALE: 1/8" = 1'-0"



1 EAST ELEVATION
SCALE: 1/8" = 1'-0"

FINISH & ELEVATION

- S-1 PAINTED STUCCO SYSTEM, LIGHT SAND STUCCO, COLOR TO MATCH - PANTONE 16.5C2
- S-2 PAINTED STUCCO SYSTEM, LIGHT SAND STUCCO, COLOR TO MATCH - DRYVIT - MOSS OVERCAST
- S-3 PAINTED STUCCO SYSTEM, ROUGH SAND STUCCO, COLOR TO MATCH - DRYVIT - 1001 ELABOR
- S-4 PAINTED STUCCO SYSTEM, LIGHT SAND STUCCO, COLOR TO MATCH - DRYVIT - PANTONE 19.5C
- S-5 PAINTED STUCCO SYSTEM, LIGHT SAND STUCCO, COLOR TO MATCH - DRYVIT - MOSS
- LP-1 HIGH PRESSURE LAMINATE PANEL, RESPA, PETCH - 100 GOLDEN AZURA TOTAL, BLUE SATIN FINISH
- LP-2 HIGH PRESSURE LAMINATE PANEL, RESPA, PETCH - 100 GOLDEN AZURA TOTAL, BLUE SATIN FINISH
- S-6 PAINTED STUCCO SYSTEM, LIGHT SAND STUCCO, COLOR TO MATCH - DRYVIT - PANTONE 19.5C
- S-7 STONEFRONT & WINDOW ASSEMBLY, ALFAM ANODIZED ALUMINUM
- FM FEATURE HALL, SEE DIAGRAM



TRU BY HILTON
161 E. LOUISE AVE.
CALIFORNIA

REVISIONS

DATE: 01.07.2018
DRAWN: M. COLLINS
CHECKED: D. BURKE

COLOR ELEVATIONS

161 E. LOUISE AVENUE
LATHROP, CA 95330



1. Match the symbols with the correct meaning.	MATCH LINE
	REFERENCE TAG (CIRCULAR/TYPICAL VIEW)
	SECTION REFERENCE
	WALL TAG
	SECTION REFERENCE (DETAIL)
	ELEVATION REFERENCE (INTERIOR AND EXTERIOR)
	ELEVATION REFERENCE (INTERIOR ONLY)
	DIMENSIONED REFERENCE
	REVISION CLOUD & DELTA
	STRUCTURAL END
	ELEVATION WORK POINT
	KEY NOTE
	ROOM IDENTIFICATION
	WINDOW IDENTIFICATION
	DOOR IDENTIFICATION
	FINISH IDENTIFICATION
	CEILING HEIGHT

BUILDING DATA	
TRAFFIC BY LANE	
MAIN LEVEL	6470 S.F.
2ND FLOOR	6445 S.F.
3RD FLOOR	6440 S.F.
4TH FLOOR	6440 S.F.
TOTAL BUILDING AREA	30,360 S.F.
BUILDING HEIGHT	47'-1"
NUMBER OF STORIES	4
PARKING ANALYSIS	
PARKING REQUIRED	6123 REQUIRED (PM = 1)
STAFF 14 = 14	74
TOTAL	62
PARKING PROVIDED	63
STANDARD	60
ACCESSIBLE	4
COMPACT	0
TOTAL PARKING SPACES PROVIDED	60

SITE DATA	M E LOUSE AVE
SITE LOCATION	LATHROP, CA
SITE AREA	306,240 SQ. FT. ON 13 ACRES
LANDSCAPING	1832 SQ. FT. OR 18%
HARDSCAPING	197,240 SQ. FT. OR 64%
BUILDING FOOTPRINT:	40,770 SQ. FT. OR 13%
CURRENT ZONING	PUE-210-23
SITE PLAN NO.	PM-210-23
JURISDICTION	CITY OF LATHROP
CONSTRUCTION TYPE	V-A
OCCUPANCY TYPE	SERVICE HOSPITALITY RQ, B3
APPLICABLE CODES	2016 CBC, CFC, CEC, GBC, GPC, GFC, COC, AND ALL APPLICABLE STATE AND LOCAL ORDINANCES

ARCHITECT
 TROO INC. ARCHITECTS
 1211 STREET
 MISSISSAUGA, ON L4Y 4P4
 CONTACT: DON SUDHOF
 EMAIL: DON@SUDHOFARCHITECTS.COM

CIVIL ENGINEER
 HANCOCK & ASSOCIATES ENGINEERING
 1000 HWY 7
 MISSISSAUGA, ON L4Y 4P4
 CONTACT: DON SUDHOF
 EMAIL: DON@SUDHOFARCHITECTS.COM

LANDSCAPE ARCHITECT
 SAN HAROLD LANDSCAPE ARCHITECTURE
 P.O. BOX 3579
 OMAHA, CA 95134
 OFFICE: (416) 360-7180
 CONTACT: SAN HAROLD
 EMAIL: SAN@SUDHOFARCHITECTS.COM

OWNER
 LOUISE ARIEN PARTNERS
 1071 CLARENDON AVENUE
 LUTHERVILLE, ON K0V 1S0
 CONTACT: GREGORY PATTEL
 CONTACT: SANDY PATTEL

LIGHTING DESIGN
 COMMERCIAL LIGHTING RESOURCES
 3944 RIVER BELLVALE
 RICHMOND, CA 95354
 PHONE: (925) 794-0939
 CONTACT: PETTE CONTOS
 EMAIL: PCONTOS@COMMERCIAL-LIGHTING.NET

CIVIL:

- C1 PRELIMINARY SITE PLAN EXHIBIT
- C2 PRELIMINARY GRADING EXHIBIT
- C3 PRELIMINARY UTILITY PLAN EXHIBIT

LANDSCAPE:

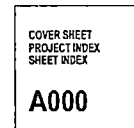
- L1 PRELIMINARY LANDSCAPE PLAN

ARCHITECTURAL:

- A000 COVER SHEET
- A001 SITE PLAN
- A002 FLOOR PLANS
- A003 TYPICAL ROOMS
- A000 "GROUP PLAN"
- A000 EXTERIOR ELEVATIONS
- A000 EXTERIOR ELEVATIONS

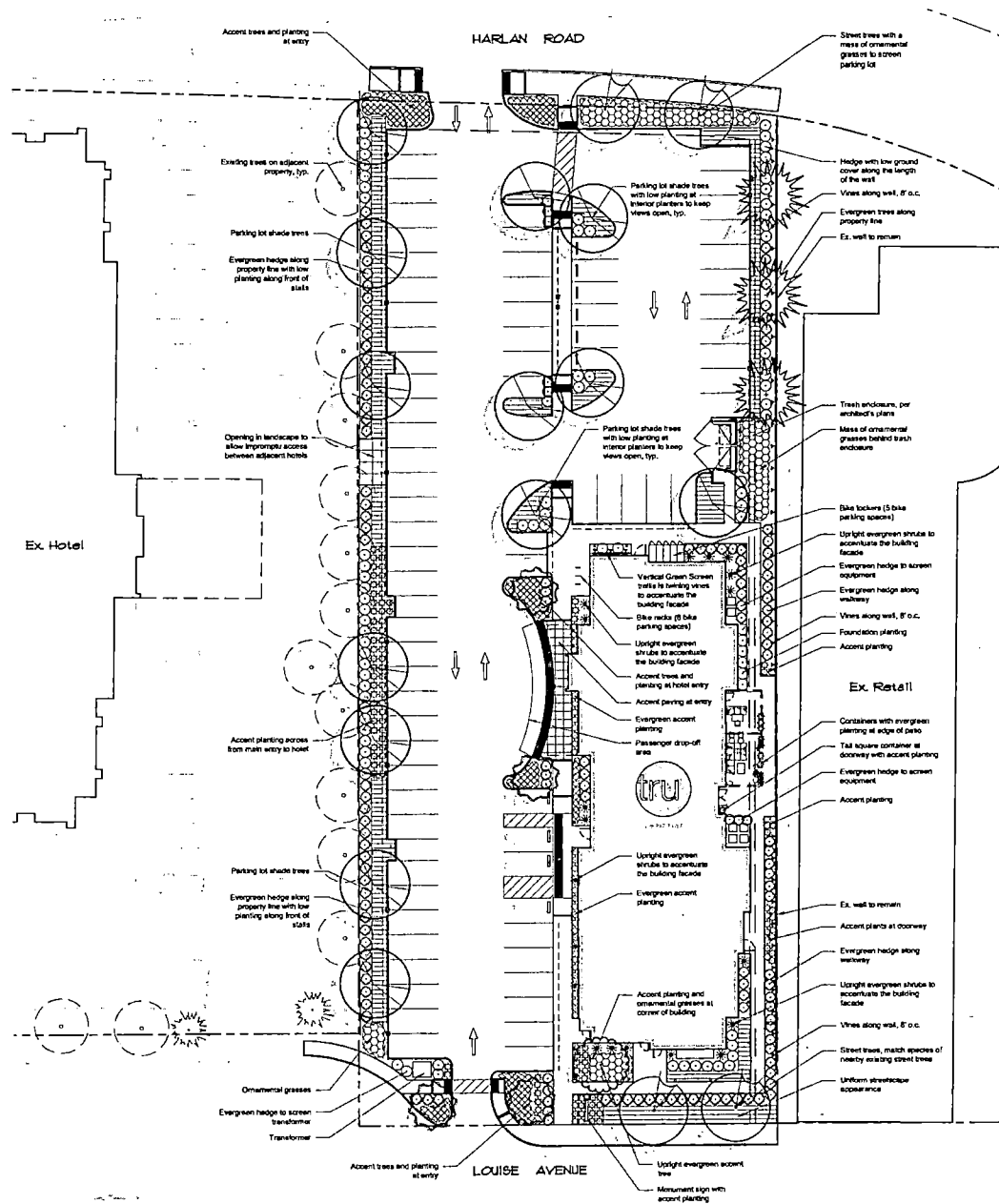
LIGHTING DESIGN:

- LED-1 EXTERIOR SITE LIGHTING LAYOUT
- LED-10 EXTERIOR SITE PHOTOGRAPHIC


















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PRELIMINARY PLANT PALETTE

The Preliminary Plant Palette represents a sampling of the types of plants selected for this project that are suitable for the location and design concept. Plants in the final plan will be selected from the list. Not all plants in the list below will be used and additional plants may be incorporated with the final plan, but the overall design concept represented will be maintained.

	Trees	
	Street Trees	
	Gringa Molle Rhusus scarletia 'Columba' Quercus alba	Madroñero Tree London Plane Tree Shumard Oak
	Parking Lot Trees	
	Acacia saligna Platanus acerifolia 'Yacht Dancer' Ulmus parvifolia	Red Maple Chinese Pistache Chinese Evergreen Elm
	Upright Accent Trees	
	Brachyotum populacea Podocarpus gracilis	Bottle Tree Fern Pine
	Evergreen Screen Trees	
	Laurus nobilis 'Saratoga' Pinus strobus Rhus typhina	Sorbus Laurel Align Pine Sunrise
	Small Accent Trees	
	Lagerströmia spp. Magnolia soulangiana Malus spp.	Crape Myrtle Saucer Magnolia Catalpa
	Shrubs and Groundcovers	
	Upright Evergreen Shrubs	
	Cupressus sempervirens 'Tiny Towers' Podocarpus macrophylla 'Maid' Thuja occidentalis	Kalmia Cypress (ever) Strawberry Yew Pine Arbutus
	Grasses and Grasslike Plants	
	Calamagrostis canadensis 'Maid' Carex acutiformis Juncus tenuis Muhlenbergia capensis Muhlenbergia dubia Pennisetum setaceum	Feather Reed Grass Sage Rush Pink Muhly Pink Muhly Fountain Grass
	Low Groundcovers	
	Calliandra verticillata 'Tide John' Dianella repens Ligustrum japonicum 'Tussock' Chlorophytum comosum 'Lily of the Valley' Rhynchospora indica Rhynchospora umbellata 'Maid'	Little John Bottlebrush Fortnight Lily Pine Little Star Olive Indigo Hawthorn Yucca filamentosa
	Accent/Flowering Shrubs	
	Agave spp. Dianella repens Hemerocallis spp. Hebe spp. Larix laricina Protea repens	Agave Flax Lily Evergreen Daylily Hebe Larix New Zealand Flax
	Accent Ground Cover	
	Dianella repens Ulmus glabra Taxodium chinensis	Flax Lily Lily Fern Gardenia
	Low Groundcovers	
	Baccharis pilularis spp. Cotoneaster dammeri 'Lowleaf' Juncus spp. Trachypogon setaceum	Dwarf Coyote Brush Barberry Juniper Asian Jasmine
	Vines	
	Ficus pumila Trachyspermum javanensis	Climbing Fig Star Jasmine

Mulch
Mulch to be evenly distributed throughout all plantings. Mulch to be sourced from recycled material, shredded or chipped (1/4" to 1/2" is not acceptable), nitrogen stabilized, maximum 30% fines at 1/4" depth. Provide sample for approval prior to installation.

SITE CONCEPT NARRATIVE

This site landscape for this project has been designed to provide an aesthetic landscape design that meets the project goals and conforms with the City's landscape guidelines. The planting design provides a clean and open landscape to complement the building architecture, provide clear views through the parking lot, coordinate with the existing nearby landscape, and enhance the street edge.

Plant species have been selected to perform well in this region. Plants selected for this project have a low or medium water use classification, are durable, and require low maintenance. The planting design conforms to the City's WELCO ordinance.

IRRIGATION DESIGN

The landscape on this site will use drip irrigation, will meet the City's requirements, and will comply with the requirements of the Santa's Water Efficient Landscape Ordinance (WELCO).

LANDSCAPE AREA CALCULATIONS

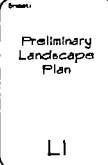
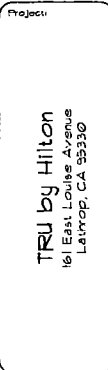
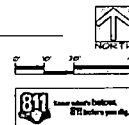
Total Site Area:	50,000 sq. ft.
Total Landscape Area:	11,000 sq. ft.
Overall:	11,000 sq. ft.
Overall:	335 sq. ft.
Percentage of Total Site as Landscape:	22.0% (min. 15% req'd.)

PARKING LOT TREE REQUIREMENTS

Number parking spaces:	80
Required trees (1 tree per parking space):	13.3 (14)
Trees Provided:	25 (14 parking lot trees)

BICYCLE PARKING REQUIREMENT

Number parking spaces:	80
Required bicycle parking (1 bike per 5% of vehicle parking spaces):	4
Bike Parking Provided:	11



[illegible]

2000 CINC. C.P.E., CINC. C.E.C. C.P.E.
C.A.C. AND ALL AFFILIATE STATE AND
LOCAL REWARDS-ENTRYS

A100

OVERALL SITE PLAN

APN #	146-270-23
DATE	09/07/2006
DRAWN	M COLLINS
CHECKED	D. BURETT

SUONE

DESIGN DRAWINGS FOR:

TRU BY HILTON
161 E. LOUISE AVE.

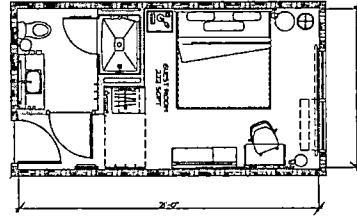
LATHROP

CALIFORNIA

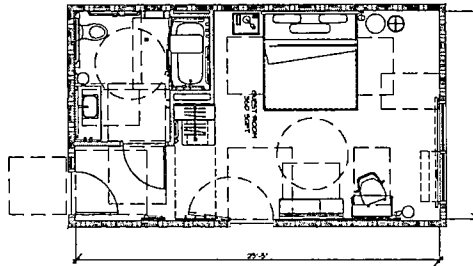




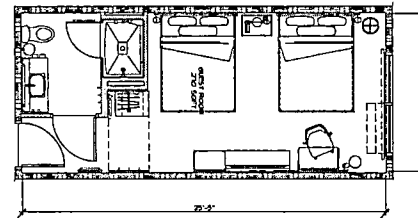
1 STANDARD KING



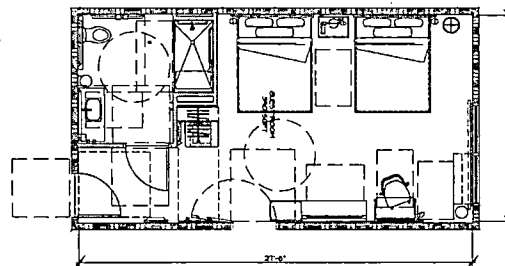
2 ACCESSIBLE KING

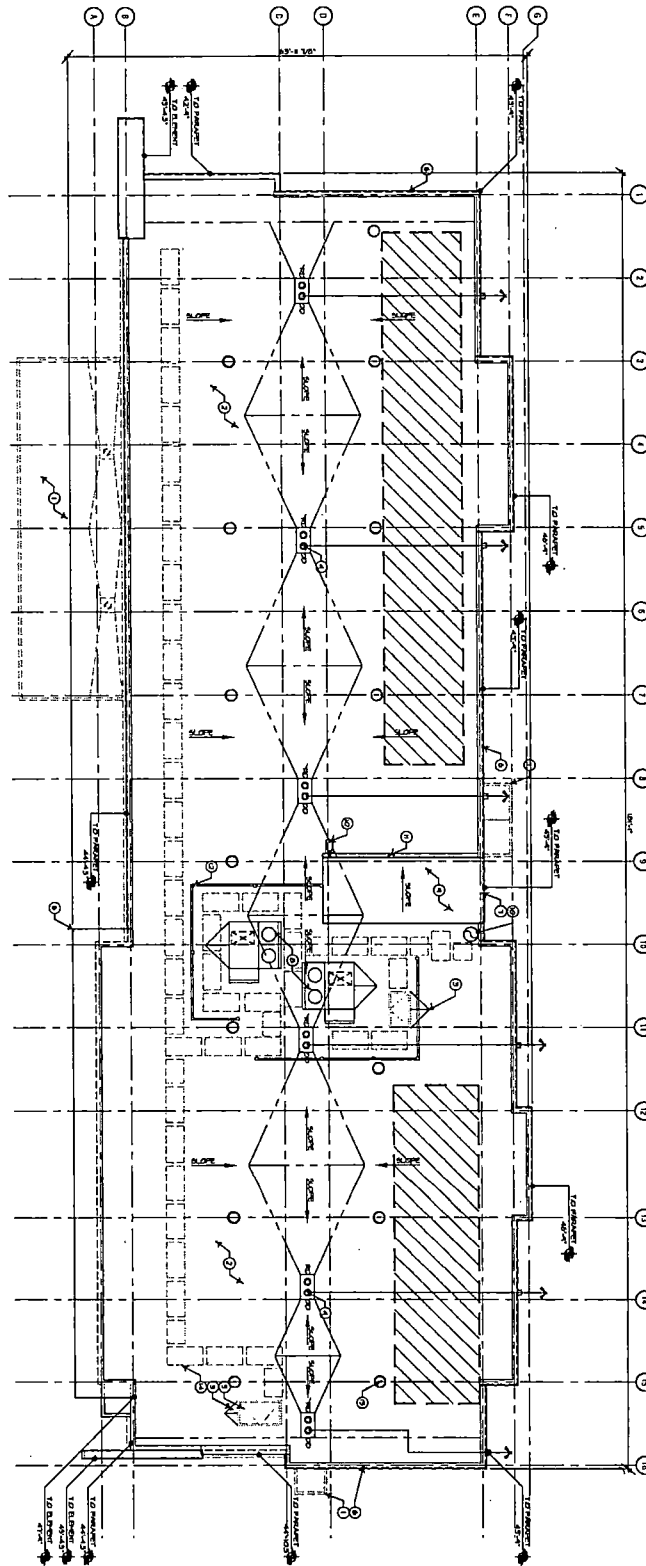


3 STANDARD DOUBLE QUEEN



4 ACCESSIBLE DOUBLE QUEEN





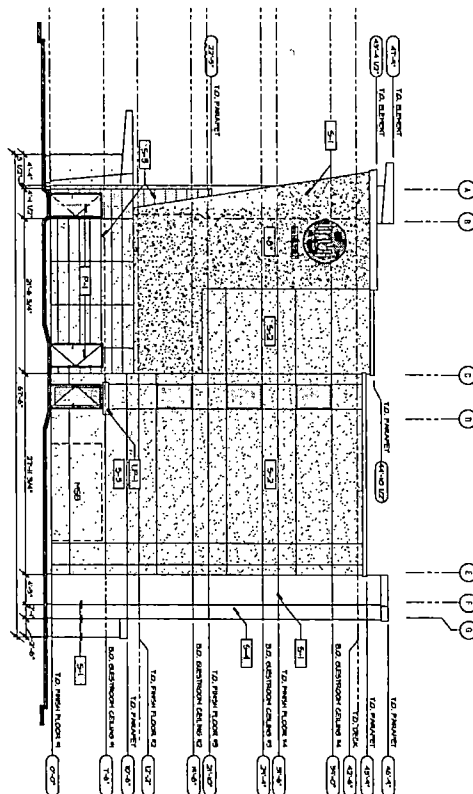
1 ROOF PLAN
1/8" = 1'-0"



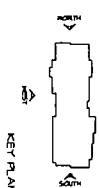
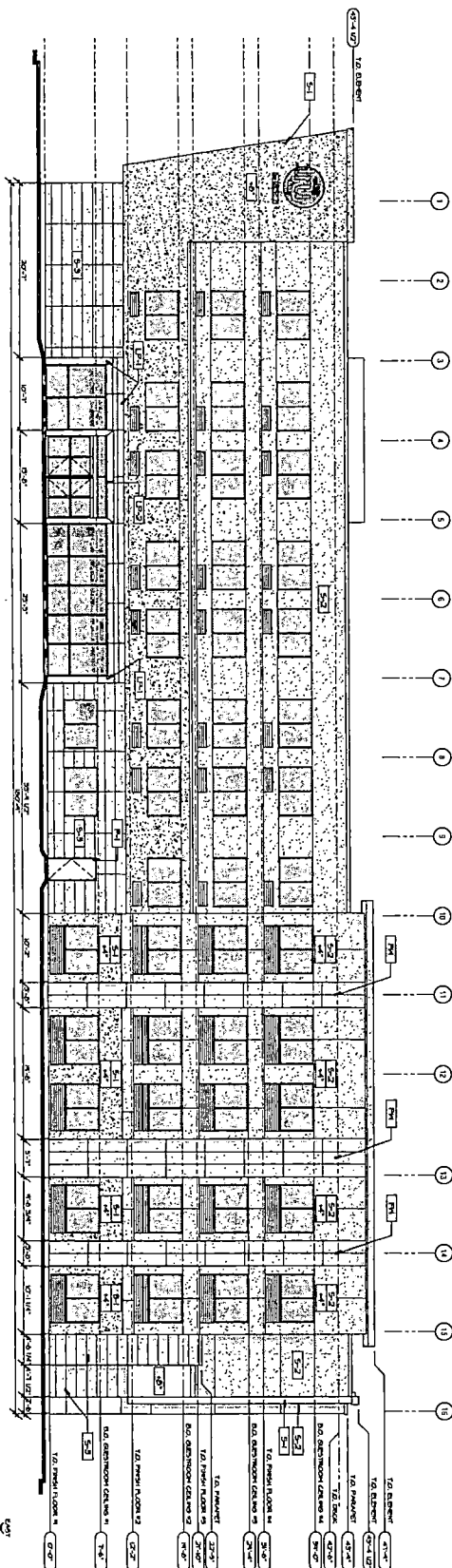
- NOTES**
1. ROOF CARRYING BEAM
 2. ROOF CARRYING BEAM STRUCTURE TO MATCH
 3. TYPICAL SECTION THROUGH ROOF
 4. TYPICAL SECTION THROUGH ROOF TO
 5. ROOF WHICH ADJACENT VIA AN ALTERNATIVE METHOD
 6. ROOF WHICH ADJACENT VIA AN ALTERNATIVE METHOD
 7. ROOF WHICH ADJACENT VIA AN ALTERNATIVE METHOD
 8. ROOF WHICH ADJACENT VIA AN ALTERNATIVE METHOD
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 12. ROOF WHICH ADJACENT VIA AN ALTERNATIVE METHOD
 13. ROOF WHICH ADJACENT VIA AN ALTERNATIVE METHOD
 14. ROOF WHICH ADJACENT VIA AN ALTERNATIVE METHOD
 15. ROOF WHICH ADJACENT VIA AN ALTERNATIVE METHOD

<p>REVISIONS</p>	<p>DATE: 06-20-23 DRAWN BY: [blank] CHECKED BY: [blank] APPROVED BY: [blank]</p>	<p>DESIGN DRAWINGS FOR: TRU BY HILTON 161 E. LOUISE AVE. CALIFORNIA</p>			<p>SCALE: 1/8" = 1'-0"</p>	<p>A300</p>

2 SOUTH ELEVATION
SCALE 1/8" = 1'-0"



WEST ELEVATION

[illegible]

DESIGN DRAWINGS FOR:

TRU BY HILTON
161 E. LOUISE AVE.

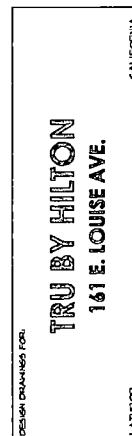
REVISIONS

EXPERIMENTAL EVALUATIONS

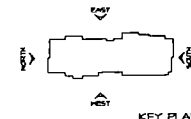
A400



9-4	PAINTED STEGEO SYSTEM LIGHT SAND STEGEO, GOLDEN TO MATCH - PANTONE TO: BURG.
9-5-2	PAINTED STEGEO SYSTEM, LIGHT SAND STEGEO, GOLDEN TO MATCH - DRYVET - MOSS OVERGROW
9-5-3	PAINTED STEGEO SYSTEM/ROUGH SAND STEGEO, GOLDEN TO MATCH - PANTONE TO: BLACK
9-5-4	PAINTED STEGEO SYSTEM, LIGHT SAND STEGEO, GOLDEN TO MATCH - DRYVET - PANTONE PMS PANTONE 675C
9-5-5	PAINTED STEGEO SYSTEM, LIGHT SAND STEGEO, GOLDEN TO MATCH - DRYVET - REDS TARTLEFLAX
10-1-1	HIGH PRESSURE LAMINATE PANEL, TROPICA TRIP, IN COLOR ANGLEZ/ARTIST, BLUE SATHI PINK
10-1-2	HIGH PRESSURE LAMINATE PANEL, TROPICA TRIP, IN COLOR ANGLEZ/ARTIST, BLUE SATHI PINK
9-6-1	PAINT, DEJANAH MOORE EXTENSION PAINT WHITE/ARTIST/ARTIST, PMS PINK
9-6-2	DISPERSED/ARTIST/ARTIST, PMS PINK CLEAN ANGLEZ/ARTIST, PMS PINK
PM	FEATURE MAIL SEE DIAGRAM

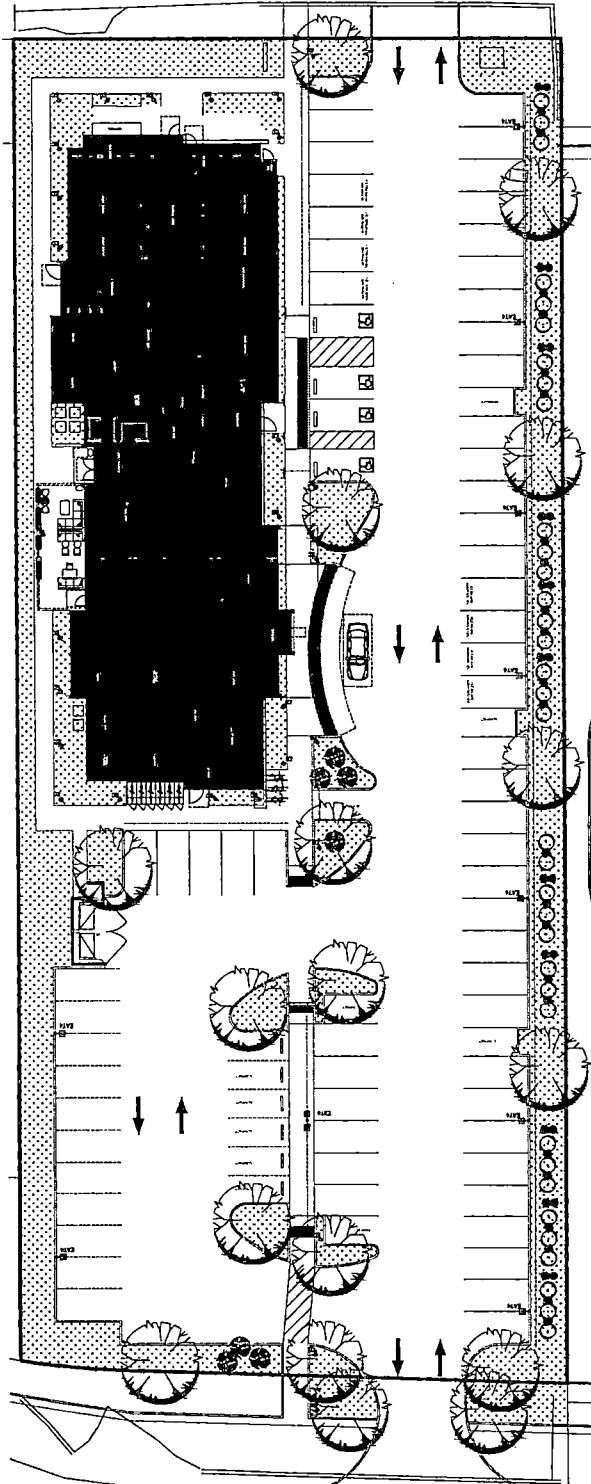


A401



SITE LIGHTING LAYOUT

SCALE: 1/8" = 1'-0"



LIGHTING FIXTURE LEGEND				
Fixture Type	Fixture Description	Product Name	Model Number	Notes
1A	Street Light with Ballast (Type 1)	CL-0017001A	100W/120V	70
1B	Double Pole	CL-0017001B	100W/120V	140
1C	1st Floor	CL-0017001C	100W/120V	21

IDE-1

EXTERIOR SITE
LIGHTING LAYOUT

TRU BY HILTON
161 E. LOUISE AVE



CI Illumination Inc.
11110 Newland Dr. Suite 100
San Diego, CA 92120
Tel: 619.594.1111
Fax: 619.594.1112
www.ciillumination.com

Table 1. <i>Chemical composition of the studied polymers</i>									
Polymers	C, %		H, %		N, %		O, %		S, %
	Calcd	Found	Calcd	Found	Calcd	Found	Calcd	Found	
1. Poly(2,2,6,6-tetramethyl-1,3-pyrrolidone)	66.6	66.5	10.0	10.0	13.4	13.3	9.0	8.9	0.0
2. Poly(2,2,6,6-tetramethyl-1,3-pyrrolidone-co-2,2,6,6-tetramethyl-4-hydroxy-1,3-pyrrolidone)	66.6	66.5	10.0	10.0	13.4	13.3	9.0	8.9	0.0
3. Poly(2,2,6,6-tetramethyl-1,3-pyrrolidone-co-2,2,6,6-tetramethyl-4-hydroxy-1,3-pyrrolidone)	66.6	66.5	10.0	10.0	13.4	13.3	9.0	8.9	0.0
4. Poly(2,2,6,6-tetramethyl-1,3-pyrrolidone-co-2,2,6,6-tetramethyl-4-hydroxy-1,3-pyrrolidone)	66.6	66.5	10.0	10.0	13.4	13.3	9.0	8.9	0.0
5. Poly(2,2,6,6-tetramethyl-1,3-pyrrolidone-co-2,2,6,6-tetramethyl-4-hydroxy-1,3-pyrrolidone)	66.6	66.5	10.0	10.0	13.4	13.3	9.0	8.9	0.0
6. Poly(2,2,6,6-tetramethyl-1,3-pyrrolidone-co-2,2,6,6-tetramethyl-4-hydroxy-1,3-pyrrolidone)	66.6	66.5	10.0	10.0	13.4	13.3	9.0	8.9	0.0
7. Poly(2,2,6,6-tetramethyl-1,3-pyrrolidone-co-2,2,6,6-tetramethyl-4-hydroxy-1,3-pyrrolidone)	66.6	66.5	10.0	10.0	13.4	13.3	9.0	8.9	0.0
8. Poly(2,2,6,6-tetramethyl-1,3-pyrrolidone-co-2,2,6,6-tetramethyl-4-hydroxy-1,3-pyrrolidone)	66.6	66.5	10.0	10.0	13.4	13.3	9.0	8.9	0.0
9. Poly(2,2,6,6-tetramethyl-1,3-pyrrolidone-co-2,2,6,6-tetramethyl-4-hydroxy-1,3-pyrrolidone)	66.6	66.5	10.0	10.0	13.4	13.3	9.0	8.9	0.0
10. Poly(2,2,6,6-tetramethyl-1,3-pyrrolidone-co-2,2,6,6-tetramethyl-4-hydroxy-1,3-pyrrolidone)	66.6	66.5	10.0	10.0	13.4	13.3	9.0	8.9	0.0

Isolating Type	Thru-roof Description	Product Support reference ID	Mount	Wind speed	Exposure
LS	Single Pole with Ballast - pre-wired	CLD00TH04	UW/VAC	70	
TS	Double Pole	CLD00TH18	UW/VAC	140	
TC	4P Ballast	CLD00TH0C	UW/VAC	27	

CITY OF LATHROP
LETTER OF AUTHORIZATION

This document shall serve to notify the City of Lathrop that the undersigned are the legal owner(s) of the property described in the attached application and do hereby authorize the person/firm identified below to file and represent my/our interest in the application(s) listed below.

Authorized Person:

Name/Firm Anand (Andy) Kotecha / Larise Avenue Partners
Address 103 E. Larise Avenue, Lathrop, CA 95330
City/State/Zip _____
Phone 209-679-1073

Applications:

ISU Application, Plan Review for Tru by Hilton

Legal Owners:

The undersigned are the legal owner(s) of the said property; have read the foregoing letter of authorization and know the contents thereof; and do hereby certify that the same is true of my/our own knowledge. I/We certify (or declare) under penalty of perjury under the laws of the State of California that the information contained in the above referenced application(s) is true and correct.



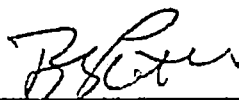
Applicant Signature

Anand Kotecha

Print Name

9/26/18

Date



Property Owner Signature

Balubhai G. Patel

Print Name

09/27/2018

Date

**CITY MANAGER'S REPORT
OCTOBER 8, 2018, CITY COUNCIL REGULAR MEETING**

ITEM: **ADOPT RESOLUTION APPROVING THE STAGE 2B
PRECISE PLAN LINE FOR RIVER ISLANDS PARKWAY**

RECOMMENDATION: **Adopt a Resolution Approving a Precise Plan Line for
the Stage 2B Segment of River Islands Parkway, and
Common Use Agreement with Reclamation District
2062**

SUMMARY:

The proposed project involves a Resolution (Attachment A) approving a Precise Plan for River Islands Parkway for Stage 2B of Vesting Tentative Tract Map 3694, from the terminus of Stage 2A to the terminus of Stage 2B area of Phase 1. The proposed 2018 Precise Plan Line (PPL) for River Islands Parkway ("2018 Plan") sets the right-of-way alignment for River Islands Parkway. The 2018 Plan is very similar to the previous (2007 & 2014) approved plan lines in that it sets right of way widths, lane alignments, cross-sections and other details necessary for the City to accept dedication of right-of-way and improvements regarding River Islands Parkway. Common Use Agreement ("CUA") was necessary to delineate the obligations and duties of the City and Island Reclamation District No. 2062 ("RD 2062") for a portion of River Islands Parkway that shares right-of-way with RD 2062 for its interior levee protecting the Stage 2B development area.

Staff recommends that the City Council approve a Precise Plan Line for Stage 2B Segment of River Islands Parkway (Attachment B), and a Common Use Agreement with Reclamation District 2062 (Attachment C).

BACKGROUND:

In 2003, the River Islands project received various major entitlements including the certification of a subsequent EIR ("SEIR"), revised West Lathrop Specific Plan ("WLSP"), Urban Design Concept ("UDC") and Phase 1 Preliminary Development Plan ("PDP").

On March 27, 2007, the City Council approved Vesting Tentative Map Tract 3694 ("VTM 3694") and on June 1, 2015, the City approved an amendment to VTM 3694, Phase 1 of River Islands at Lathrop that revised conditions of approval for new development within Phase 1. The conditions of approval require a PPL for River Islands Parkway, Lakeside Drive (arterial section) and Golden Valley Parkway. PPL's have been approved previously for other segments of River Islands Parkway, including for the Stage 2A segment in April 2018.

OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING**ADOPT RESOLUTION APPROVING THE STAGE 2B PRECISE PLAN LINE FOR RIVER ISLANDS PARKWAY AND COMMON USE AGREEMENT WITH RECLAMATION DISTRICT 2062**

On August 25, 2016, the City Community Development Department approved a Finding of Substantial Conformance for VTM 3694 for the Stage 2A sub-planning area. This action allowed minor changes in the land use pattern for VTM 3694 at the request of River Islands Development, LLC ("RID").

As discussed above, the applicant is proposing a precise plan line for River Islands Parkway as it transverses the Stage 2B portion of Phase 1 area of the River Islands project (Attachment D). The River Islands Parkway segment from McKee Boulevard to Bradshaw's Crossing Bridge was adopted in 2007. In 2014, the River Islands Parkway Precise Plan from Bradshaw's Crossing Bridge to Somerston Parkway was adopted.

The City Council approved a Resolution on April 9, 2018, approving a number of entitlements within the Stage 2 sub-planning area of River Islands at Lathrop Phase 1 development. Among the approved entitlements was a revised Preliminary Development Plan (PDP) for the Stage 2B portion of the development area. The PDP provided a revised circulation plan for the Stage 2B area, including the location of River Islands Parkway. At the time of the April 2018 approvals, the Council approved a precise plan line ("PPL") for the Stage 2A portion of River Islands Parkway. The Stage 2B PPL was not proposed for approval at that time because a Common Use Agreement ("CUA") was necessary to delineate the obligations and duties of the City and Island Reclamation District No. 2062 ("RD 2062") for a portion of River Islands Parkway that shares right-of-way with RD 2062 for its interior levee protecting the Stage 2B development area. Staff and RD 2062 have negotiated a CUA for the Stage 2B portion of River Islands Parkway.

The overlap of right of way between the RD 2062 interior levees and the proposed extension of River Islands Parkway is a fairly common occurrence in the Delta as roadways are constructed adjacent to and over levees. This overlap occurs in two locations along River Islands Parkway. For the entire length of this section of River Islands Parkway, the levee easement extends into the 24-foot area between the edge of right of way and the curb line. The second area is where River Islands Parkway travels up and over the interior levee, to make a future connection with Paradise Road.

MBK, the District Engineers for RD 2062, have assured the City in a letter dated March 9, 2018 that the easement overlap with River Islands Parkway will not negatively impact either the FEMA approval for 100-year protection, which has already been received, or the 200-year Urban Level of Flood Protection which RD 2062 will soon certify (Attachment E). This is because the longitudinal overlap still allows RD 2062 to view the base of the adjacent levee for any seepage during high water events, and because all utilities in River Islands Parkway will be constructed above the 200-year required freeboard where the roadway crosses in the internal levee.

OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING**ADOPT RESOLUTION APPROVING THE STAGE 2B PRECISE PLAN LINE FOR RIVER ISLANDS PARKWAY AND COMMON USE AGREEMENT WITH RECLAMATION DISTRICT 2062**

The applicant is making this proposal in accordance with Condition #59 for the Phase 1 VTM 3694, which requires a Precise Plan for River Islands Parkway prior to approval of a final map that abuts the roadway. Since the applicant will be proposing final maps for recordation in the Stage 2B sub-planning area of Phase 1 next year, the segment from terminus of Stage 2A to the western edge of Stage 2B is necessary.

For consistency, the Lathrop Municipal Code Section 12.12.120 also requires a Precise Plan Line prior to the dedication of lands for street or highway purposes and prior to the issuance of building permits. Staff is recommending passage of the attached Resolution adopting the Stage 2B River Islands Parkway PPL.

In accordance with the West Lathrop Specific Plan, new developments within River Islands are subject to review by the Stewart Tract Design Review Committee (STDRC) for consistency with the General Plan, West Lathrop Specific Plan, and River Islands Urban Design Concept. Per the Draft Minutes of the STDRC on-line meeting held on March 8, 2018 previously provided to staff, the STDRC recommended approval of the PDP for all of Stage 2B, which includes the circulation plan and the Stage 2B segment of River Islands Parkway.

REASON FOR RECOMMENDATION:

The applicant, RID, has provided a proposed PPL for the Stage 2B area of River Islands that is consistent with the approved Phase 1 Tract 3694 vesting tentative map and revised Preliminary Development Plan. The PPL will set the future right of way of this major street and provide eventual vehicular access from the Phase 1 area of River Islands to the future Phase 2 area.

RD 2062 has also provided a proposed CUA that protects both the District and the City from future improvements and maintenance activities that affect RD 2062's levee and the City's street (River Islands Parkway). This CUA is required in order for the City to approve the PPL for the Stage 2B area.

BUDGET IMPACT:

There is no budget impact to the City. RID is providing funds necessary to defray any staff time required to process their request.

ATTACHMENTS:

- A. Resolution Approving a Precise Plan Line for the Stage 2B Segment of River Islands Parkway (Vesting Tentative Tract Map 3694, Phase 1 of River Islands at Lathrop)
- B. Stage 2B Segment of River Islands Parkway Precise Plan Line

OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING

**ADOPT RESOLUTION APPROVING THE STAGE 2B PRECISE PLAN LINE FOR
RIVER ISLANDS PARKWAY AND COMMON USE AGREEMENT WITH
RECLAMATION DISTRICT 2062**

- C. Common Use Agreement with Reclamation District 2062
- D. Vicinity Map, Stage 2B portion of River Islands Phase 1 Area
- E. MBK Letter and Utility Penetration Exhibit


CITY MANAGER'S REPORT

Page 5

OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING


**ADOPT RESOLUTION APPROVING THE STAGE 2B PRECISE PLAN LINE FOR
RIVER ISLANDS PARKWAY AND COMMON USE AGREEMENT WITH
RECLAMATION DISTRICT 2062**

APPROVALS




Glenn Gebhardt
City Engineer

10-1-18
Date



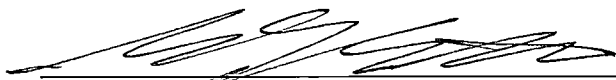
Cari James
Finance Director

10/2/18
Date



Salvador Navarrete
City Attorney

10-2-18
Date



Stephen J. Salvatore
City Manager

10-2-18
Date

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PRECISE PLAN LINE FOR THE STAGE 2B SEGMENT OF RIVER ISLANDS PARKWAY AND COMMON USE AGREEMENT WITH RECLAMATION DISTRICT 2062

WHEREAS, the Applicant, River Islands Development LLC (RID), has filed an application for a precise plan line (PPL) for the Stage 2B segment of River Islands Parkway; and

WHEREAS, staff has reviewed the PPL and believes it is conceptually consistent with the West Lathrop Specific Plan, the River Islands Urban Design Concept, and Vesting Tentative Map VTM Tract 3694; and

WHEREAS, the Planning Commission held a public hearing on March 21, 2018 for review of the Preliminary Development Plan (PDP) for the Stage 2B planning area of River Islands the project and voted unanimously to recommend its approval; and

WHEREAS, the PDP contained a circulation plan for the Stage 2B development area, including the Stage 2B segment of River Islands Parkway and the PDP was approved by City Council action at its April 9, 2018 meeting; and

WHEREAS, the longitudinal overlap of the proposed River Islands Parkway right of way and the RD 2062 levee easements allows RD 2062 to view the base of the adjacent levee for any seepage during high water events, and all utilities in River Islands Parkway will be constructed above the required 200-year freeboard where the roadway crosses in the internal levee; and

WHEREAS, MBK, the District Engineers for RD 2062, have assured the City that the easement overlap with River Islands Parkway will not negatively impact either the FEMA approval for 100-year protection, which has already been received, or the 200-year Urban Level of Flood Protection for the Stage 2B levees which RD 2062 will soon certify; and

WHEREAS, the Stewart Tract Design Review Committee (STDRC) reviewed the circulation plan with the PDP and recommended to the City approval; and

WHEREAS, the potential environmental effects of the River Islands project as a whole have been considered in detail in a Subsequent Environmental Impact Report (SEIR), which was first certified by the City of Lathrop in 2003 (SCH 1993112027) and has been updated periodically through the adoption of 6 addendums, most recently in 2018; and

WHEREAS, City staff has determined that no further environmental review under CEQA is required for adoption of the PPL since the previous River Islands SEIR and adopted addendums adequately provide project level review of the PPL; and

WHEREAS, portions of the PPL transverse portions of the Stage 2B levee easement of Island Reclamation District No. 2062 (RD 2062); and

WHEREAS, RD 2062 has provided a Common Use Agreement (CUA), which provides for the obligations and duties of the City and RD 2062 regarding the construction and maintenance activities either party may undertake within the areas of public right of way that overlap with RD 2062's levee easement.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby approve the Stage 2B River Islands Parkway Precise Plan Line as included and incorporated in the October 8, 2018 staff report as Exhibit "B".

BE IT FURTHER RESOLVED that the City Council of the City of Lathrop, based on substantial evidence in the administrative record of proceedings, its findings above, including the staff report and associated attachments, and pursuant to its independent review and consideration, finds that adoption of this resolution does not require any additional environmental review pursuant to adopted CEQA guidelines since it does not propose changes in the approved project, cause any new significant environmental impacts, creates no substantial changes with respect to circumstances under which the project is undertaken that will require revisions to the previously certified River Islands SEIR and that there is no new information that was known or could not have reasonably been known at the time the previous SEIR was certified.

BE IT FURTHER RESOLVED that the City Council of the City of Lathrop approves the Common Use Agreement (CUA) by and between the City of Lathrop and Island Reclamation District No. 2062 (RD 2062) for the portion of the Stage 2B segment of River Islands Parkway that overlaps with the levee easement recorded in favor of RD 2062, as included and incorporated in the October 8, 2018 staff report as Exhibit "C".

PASSED AND ADOPTED by the City Council of the City of Lathrop at a regular meeting on the 8th day of October 2018, by the following vote:

AYES:

NOES:

ABSTAIN:


ABSENT:

SONNY DHALIWAL, MAYOR

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



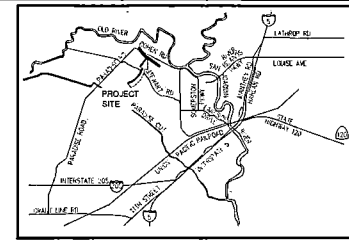
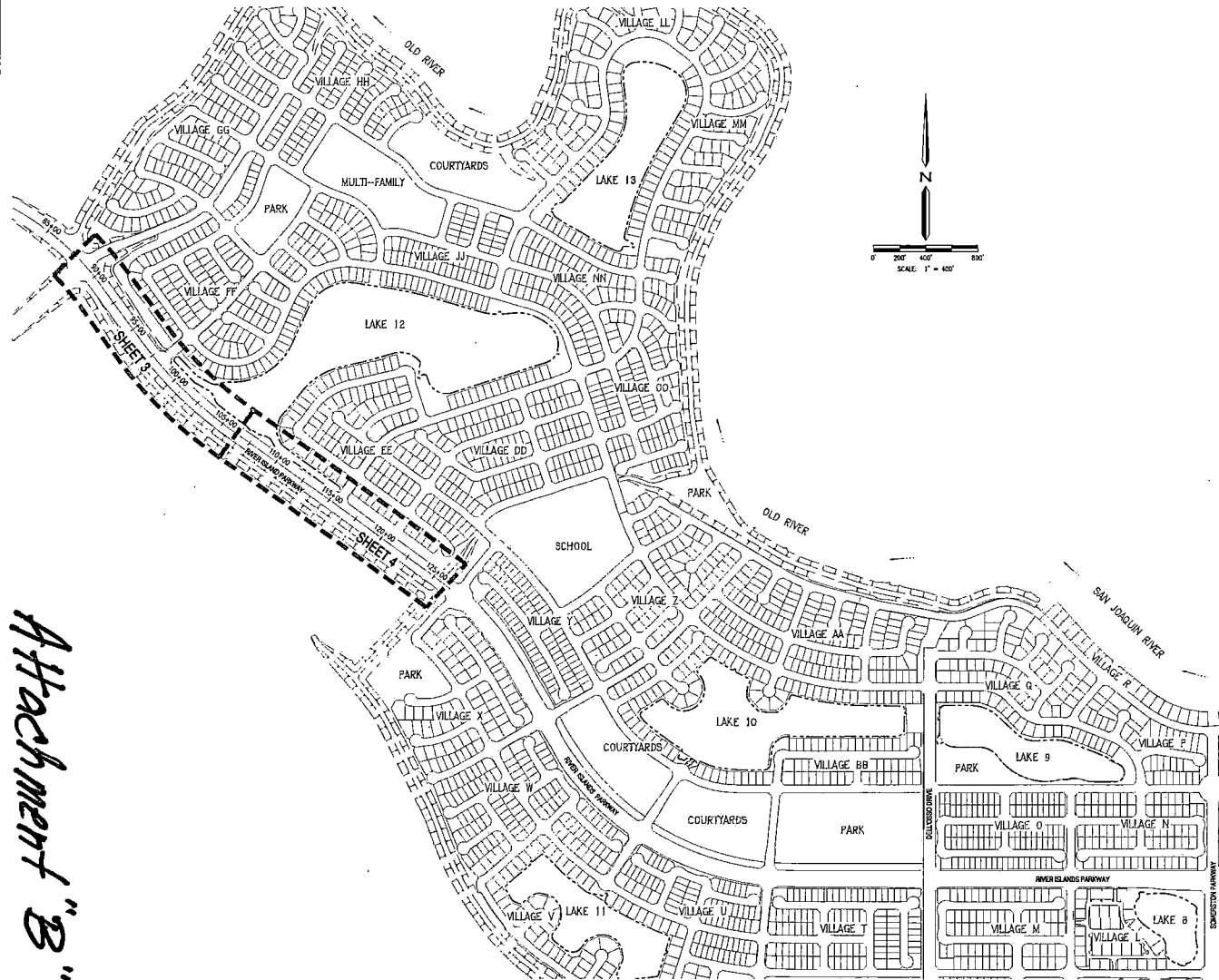
Salvador Navarrete, City Attorney

RIVER ISLANDS

STAGE 2B RIVER ISLANDS PARKWAY

PRECISE PLANS

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA



VICINITY MAP
NOT TO SCALE

SHEET INDEX	
SHEET	DESCRIPTION
1	COVER SHEET
2	DETAILS
3	RIVER ISLANDS PARKWAY (88+85 - 105+75)
4	RIVER ISLANDS PARKWAY (105+75 - 126+50)

PLAN REVISIONS:

REV. NO.	DATE	APPROVE SHEET/REVISIONS

O'DELL
ENGINEERING
Modesto Palo Alto Pleasanton
6200 Stoneridge Mall Road, Suite 330
Pleasanton, CA 94588
Ph: 925.222.8540 odellengineering.com

STAGE 2B

PRELIMINARY

RIVER ISLANDS

RIVER ISLANDS PARKWAY

PRECISE PLANS

CITY OF LATHROP

SAN JOAQUIN COUNTY

CALIFORNIA

COVER SHEET

APPROVED:

DESIGNED: JAZ

DRAWN: AL

CHECKED: JAZ

SCALE: N/A

DATE: 9-25-2018

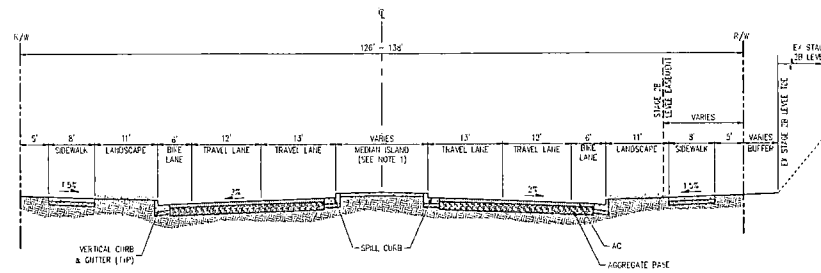
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FILE NO.: IP01.DWG

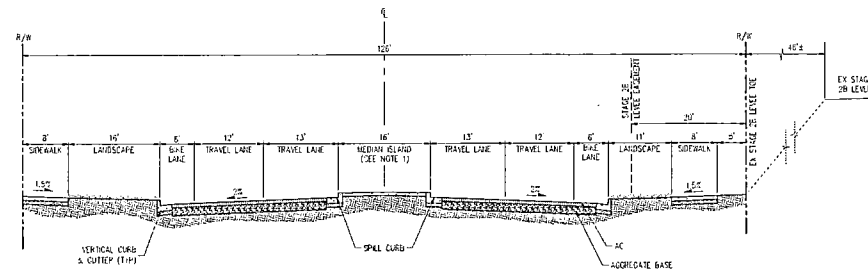
SHEET NO.
1
OF
4

Attachment "B"

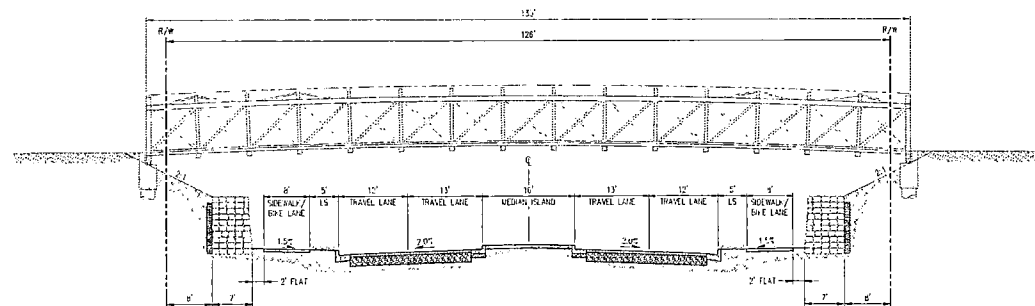
- NOTES:
1. MEDIAN ISLAND REDUCES DOWN TO 4' WIDE AT INTERSECTIONS TO ACCOMMODATE FOR DEDICATED LEFT-TURN POCKETS.
 2. A 12' WIDE DEDICATED RIGHT-TURN POCKET IS PROVIDED FOR THE EASTBOUND TRAFFIC AT THE DELLOSIO DRIVE/RIVER ISLANDS PARKWAY AND SOMERSON PARKWAY/RIVER ISLANDS PARKWAY INTERSECTIONS.



TYPICAL RIVER ISLANDS PARKWAY
(STA 88+85 - STA 99+00)
NOT TO SCALE



TYPICAL RIVER ISLANDS PARKWAY
(STA 99+00 - STA 124+60)
NOT TO SCALE



RIVER ISLANDS PARKWAY
(STA 124+60 - STA 126+50)
NOT TO SCALE

PLAN REVISIONS		
REV. NO.	DATE	APPLICABLE SHEET/REVISION

O'DELL
ENGINEERING
Modesto Palo Alto Pleasanton
6200 Stonewedge Mall Road, Suite 330
Pleasanton, CA 94588
Ph 925.223.8340 odellengineering.com

CALIFORNIA

RIVER ISLANDS
RIVER ISLANDS PARKWAY
PRECISE PLANS

SAN JOAQUIN COUNTY

CITY OF LATHROP

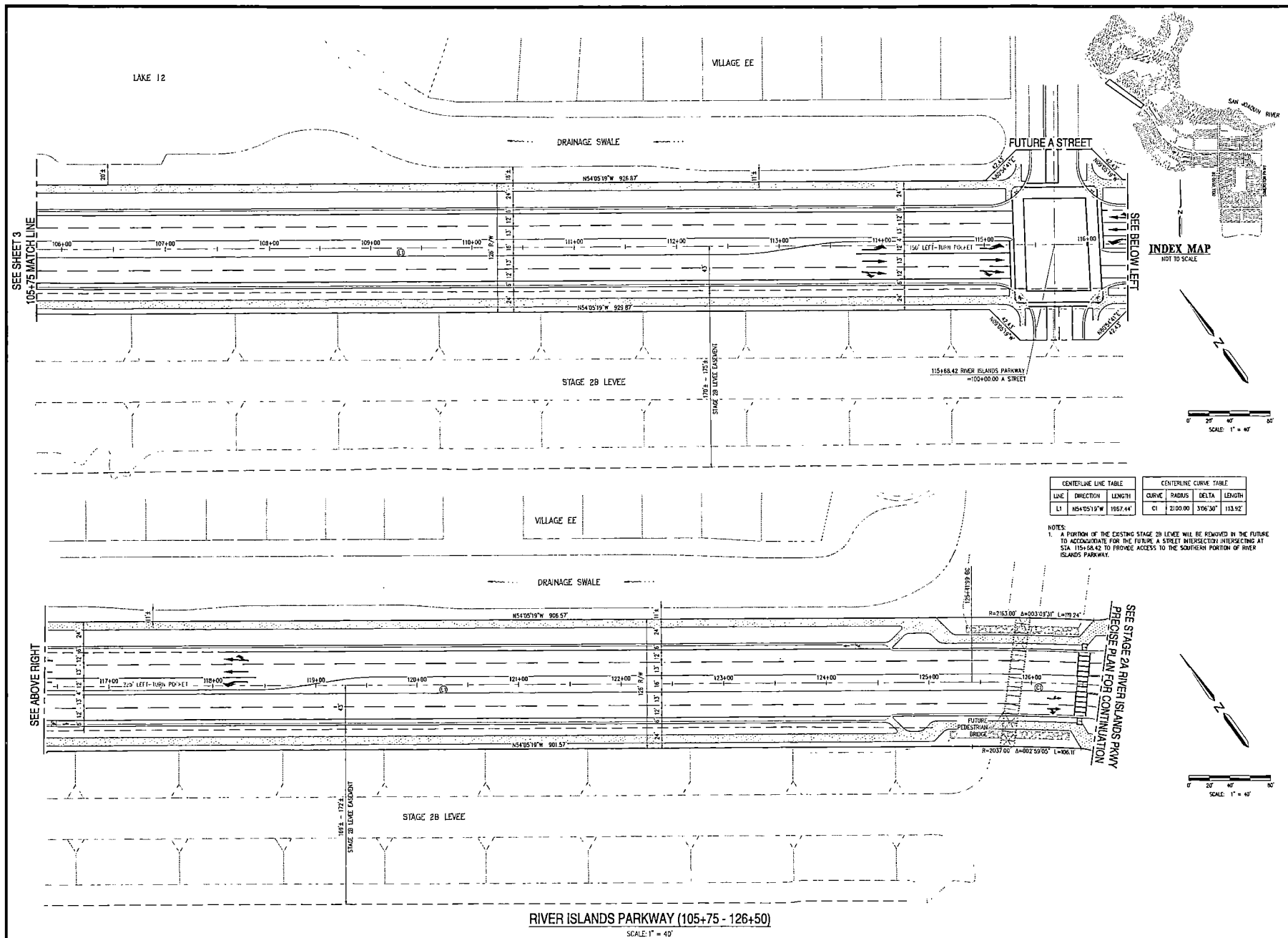
STAGE 2B

DETAILS



DESIGNED:	JAZ
DRAWN:	AL
CHECKED:	JAZ
SCALE:	NTS
DATE:	9-25-2018
JOB NO.:	25500
FILE NO.:	POZZ.DWG

SHEET NO.
2
OF
4



**COMMON USE AGREEMENT
FOR THE STAGE 2B PORTION OF RIVER ISLANDS PARKWAY
BY AND BETWEEN THE
CITY OF LATHROP
AND
ISLAND RECLAMATION DISTRICT NO. 2062**

This COMMON USE AGREEMENT FOR THE STAGE 2B PORTION OF RIVER ISLANDS PARKWAY, associated with Phase 1 of River Islands at Lathrop, entered into on this 8th day of October, 2018 ("Agreement ") and is made and entered into by ISLAND RECLAMATION DISTRICT NO. 2062, a reclamation district organized under the laws of the State of California (the "District"), and the CITY OF LATHROP, a municipal corporation in the State of California (the "City"), together, "the Parties".

RECITALS

- A. This Agreement relates to certain real property to be dedicated to City for public right of way purposes known as River Islands Parkway; a major arterial street within the River Islands at Lathrop Master Planned Community, ("River Islands Site"), being developed by River Islands Development, LLC, ("River Islands").
- B. River Islands has proposed a precise plan line for the portion of River Islands Parkway from the boundary of the Stage 2A sub-planning area to Paradise Road ("River Islands Parkway Stage 2B Segment") to set the future right of way of River Islands Parkway as it transverses the Stage 2B area, as depicted in Exhibit "B" to this Agreement and the proposed precise plan line ("Stage 2B River Islands Parkway Precise Plan Line") shall be incorporated herein as Exhibit "C" to this Agreement.
- C. On May 31, 2018, the District recorded easements across properties owned by Califia, LLC and River Islands for the right to control and maintain the levees constructed by District for flood protection purposes to protect development of both the Stage 2A and Stage 2B sub-planning areas of the River Islands Site ("Levee Easements").
- D. Since the Levee Easements have been recorded to provide appropriate legal access and authority to District for its flood protection works ("District Works") in accordance with the State Water Code and applicable FEMA regulations, and these levees are designed to provide 200-year Urban Level of Flood Protection (ULOP) in accordance with approved State Department of Water Resources Standards, prior to the approval of the Stage 2B Precise Plan Line and the dedication of right of way for the River Islands Parkway Stage 2B Segment, it is necessary for the Parties to enter into an agreement to outline the duties and responsibilities of each Party, for the betterment of the public and to avoid conflicts in each Party's individual obligations under applicable law to those portions of River Islands Parkway right of way located within portions of the Levee Easements ("Common Use Area").

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, City and District do hereby agree as follows:

1. City hereby agrees to the construction, reconstruction, maintenance or use by District of the District Works located within the Common Use Area which is more particularly described on Exhibit "A" to this Agreement, incorporated herein by this reference.
2. District hereby agrees to the construction, reconstruction, maintenance or use by City of the River Islands Parkway Stage 2B Segment within the Common Use Area which is more particularly described on Exhibit "A" to this Agreement, incorporated herein by this reference.
3. District and City acknowledge the priority of title of each other wherever applicable to the Common Use Area.
4. District has reviewed the Stage 2B River Islands Parkway improvement plans for surface improvements, underground pipelines, street lighting, landscaping and joint trench construction prepared by O'Dell Engineering and Power Systems Design, and has no objections to the design and proposed construction of the facilities on these improvement plans that are located within the Common Use Area.
5. In the event that the future use of the River Islands Parkway Stage 2B Segment shall at any time necessitate rearrangement, relocation or reconstruction of any of the District's works within the Common Use Area, City shall notify District in writing of such necessity pursuant to applicable sections of the Water Code and City agrees to pay the cost of such rearrangement, relocation or reconstruction of District's works following approval of all plans and specifications of said rearrangement, relocation, or reconstruction by the District, which approval shall not be unreasonably withheld.
6. In the event that the future use of the District Works shall at any time necessitate rearrangement, relocation or reconstruction of any of the River Islands Parkway Stage 2B Segment within the Common Use Area, District shall notify City in writing of such necessity and District agrees to pay the cost of such rearrangement, relocation or reconstruction of River Islands Parkway Stage 2B Segment following approval of all plans and specifications of said rearrangement, relocation, or reconstruction by the City, which approval shall not be unreasonably withheld.
7. City shall pay the cost to maintain, repair or replace City's facilities located in the Common Use Area at its sole expense, and for construction, rearrangement, modification, alteration or relocation not requested or undertaken by District, except for damage resulting from maintenance, repair or replacement by District.

8. District or its assignees shall pay the cost to maintain, repair and replace District's facilities located in the Common Use Area at its sole expense, and for construction, rearrangement, modification, alteration or relocation not requested or undertaken by City, excepting damage resulting from maintenance, repair or replacement by City.
9. District, when working within the Common Use Area shall comply with the following provisions:
- (a) Except in times of emergency, including during a high water or flooding event, District shall provide reasonable notice to City before performing any work in the Common Use Area where such work will be performed in or on the traveled way or improved shoulders, sidewalk or landscaping of the roadway or will otherwise obstruct vehicular and/or pedestrian traffic.
 - (b) In all cases, District shall make adequate provisions for the protection of the travelling public and provide such barricades and safety devices as are required by City standards, and in cases of non-emergency, provide a Traffic Control Plan as required by City standards and specifications.
 - (c) All work shall be planned and carried out so there will be minimum inconvenience to the traveling public.
 - (d) All work shall be replacement in kind, conform to the existing facilities as to width and depth of surfacing thereof, meet all applicable City standards and specifications as determined by the City Engineer and shall be subject to inspection by City.
10. District and City shall use said Common Use Area in such manner as to not unreasonably interfere with the rights of either Party.
11. District shall not be responsible for any damage occurring to the City facilities in the Common Use Area that are not as a direct result of the District's maintenance, construction or reconstruction activities, or from its flood control facilities located on or near the Common Use Area. All costs for repairing such damage to City's facilities shall be borne by City.
12. City shall not be responsible for any damage occurring to District facilities in the Common Use Area that are not as a direct result of the City's maintenance, construction or reconstruction activities of its right of way or improvements on or near the Common Use Area. All costs for repairing such damage to District's facilities shall be borne by District.
13. District is responsible for maintaining the aesthetic, structural integrity, and safety of its pedestrian bridges constructed by District that may transverse City right of way, including the River Islands Parkway Stage 2B Segment, including, but not limited to the bridge decks, piers, foundations, railings, abutment walls, and ramps. City shall not be responsible for the inspection, maintenance or repair of any District pedestrian bridges, including safety inspections of the bridge structure, footings, or abutments. Prior to construction, the District shall enter into an Encroachment Agreement with City for any pedestrian bridge constructed over River Islands Parkway Stage 2B Segment.

14. District shall be responsible for the vegetation and weed control activities of its levee slopes and adjacent areas that may transverse the Common Use Area. City shall be responsible for any landscaping and irrigation improvements within its right of way, including within the Common Use Area. The City or its assignees shall become responsibility for weed control within portions of the Common Use Area that are landscaped by the City.

15. This Agreement shall not have a prescribed term. Termination of Agreement shall only occur if the Common Use Area ceases to be in existence and the need for this Agreement and its rights and obligations contained herein cease to be necessary. Either Party may provide written notice of such termination, subject to review and verification of the other Party.

16. Notices. Any and all notices required to be given hereunder will be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed to either of the parties at the address hereinafter specified or as later amended by either party in writing:

City of Lathrop
390 Towne Centre
Lathrop, CA 95330
Attention: City Engineer

Reclamation District No. 2062
73 West Stewart Road
Lathrop, CA 95330
Attention: President

17. This Agreement, and all terms, covenants, and conditions hereof, will apply to and bind the successors and assigns of the respective parties hereto. Neither Party will assign nor sublet this Agreement without the prior written consent of the other Party.

18. This Agreement is governed by California law.

19. This Agreement may not be modified or amended except in writing signed by both parties.

20. Each party must, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and employees to comply with all Federal, State and local laws, statutes, orders, ordinances, rules, and regulations.

21. It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, fee or other interest in a party's real property to the other Party.

22. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes all prior written or oral understandings.

IN WITNESS WHEREOF, the City and District have signed this Agreement effective as of the Effective Date.

CITY OF LATHROP
A California municipal corporation

By: _____
Sonny Dhaliwal, Mayor

ISLAND RECLAMATION DISTRICT
NO. 2062
a California reclamation district

By: _____
Susan Dell'Osso, President

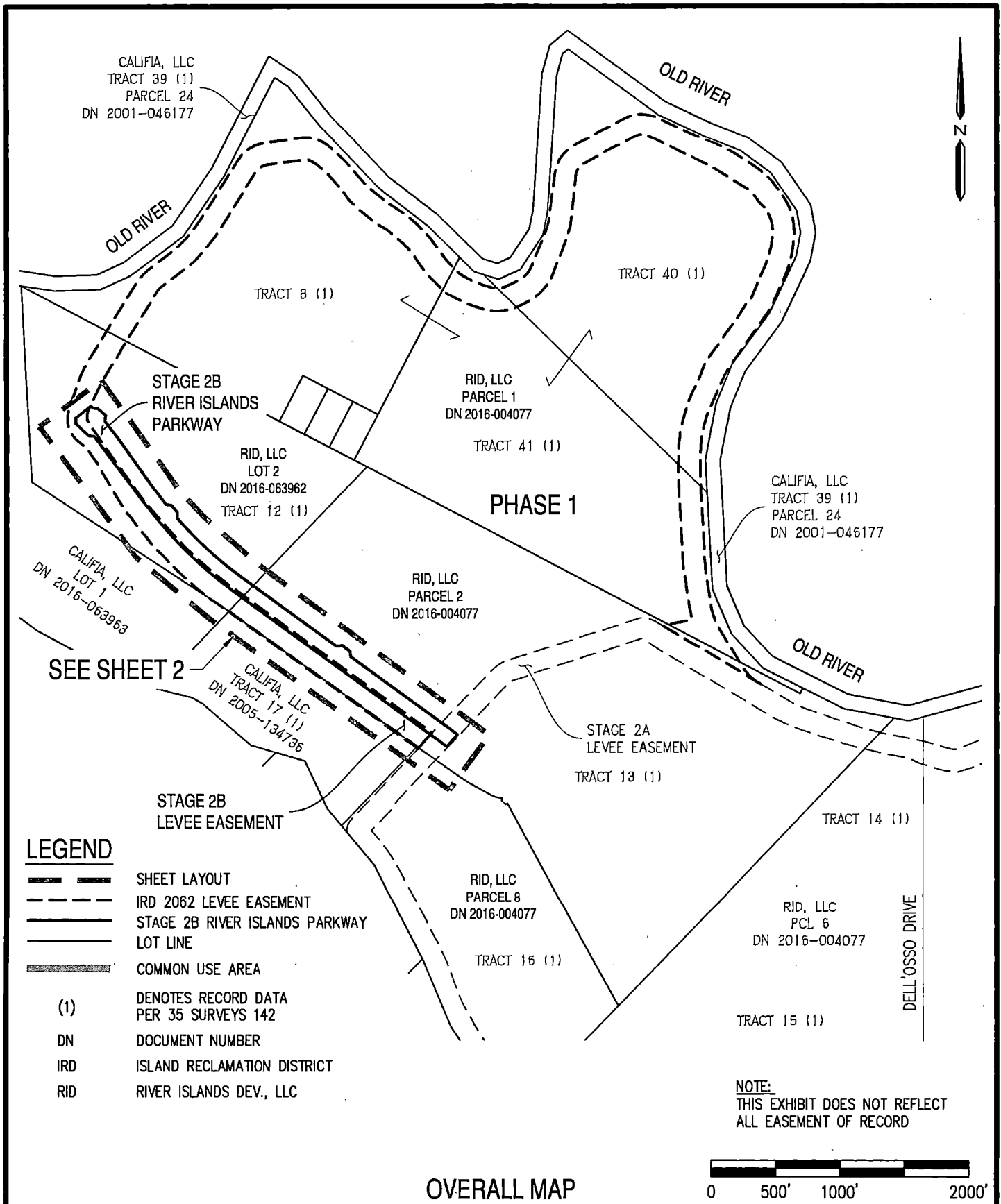
ATTEST:

By: _____
Teresa Vargas, City Clerk
(Municipal Seal)

APPROVED AS TO FORM:

By: _____
Salvador V. Navarrete, City Attorney

EXHIBIT "A"
COMMON USE AREA DEPICTION



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DRAWN BY: PK

FILE: 25500-STAGE2B JUA.DWG

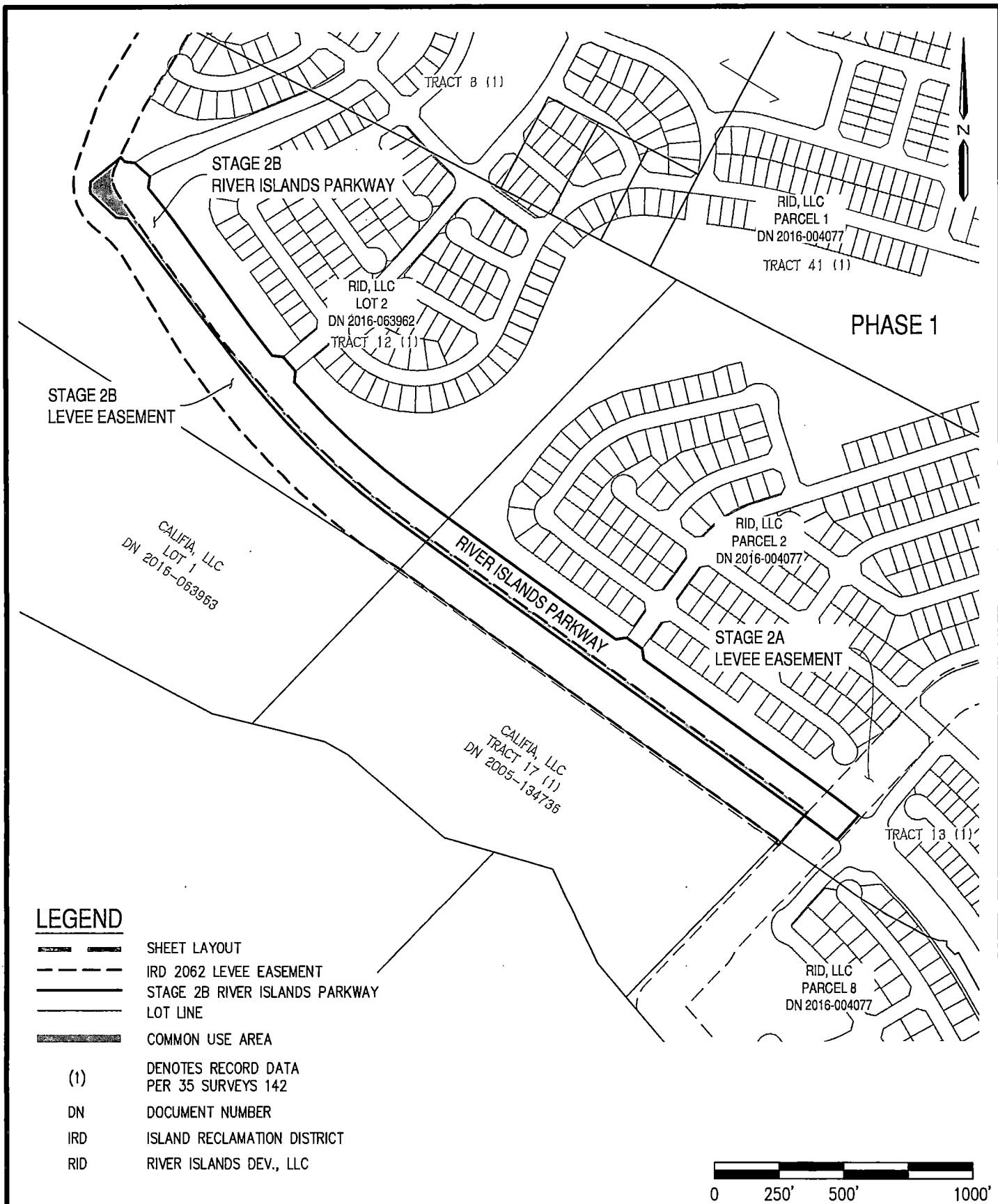
DATE: 9/19/18

SHEET: 1 OF 2

CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA

O'DELL
ENGINEERING

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SCALE: 1" = 500'

DRAWN BY: PK

FILE: 25500-STAGE2B JUA.DWG

DATE: 9/19/18

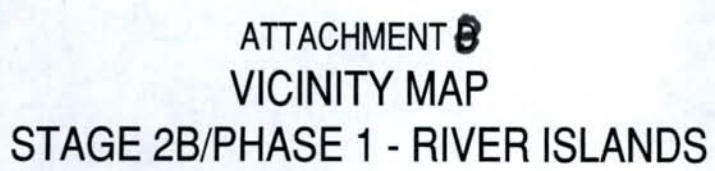
SHEET: 2 OF 2

RIVER ISLANDS
STAGE 2B LEVEE & RIVER ISLANDS PARKWAY
COMMON USE AREA EXHIBIT
CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA

O'DELL
ENGINEERING

T:\25500-RIVER ISLANDS PHASE 1A\DWG\PLATS\STAGE 2B LEVEE\25500-STAGE2B JUA.DWG

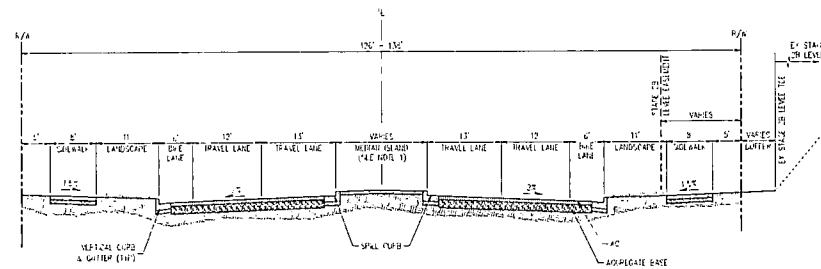
EXHIBIT "B"
RIVER ISLANDS STAGE 2B AREA



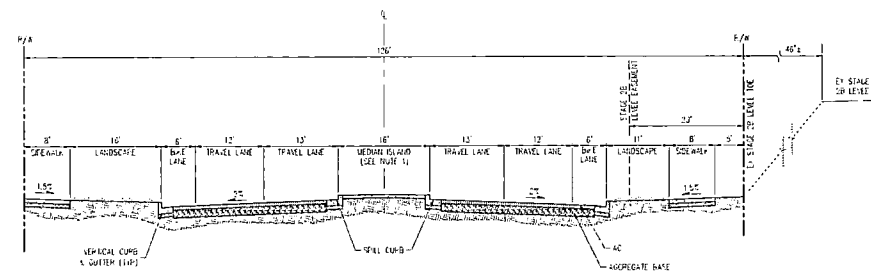
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EXHIBIT "C"
STAGE 2B RIVER ISLANDS PARKWAY PRECISE PLAN LINE

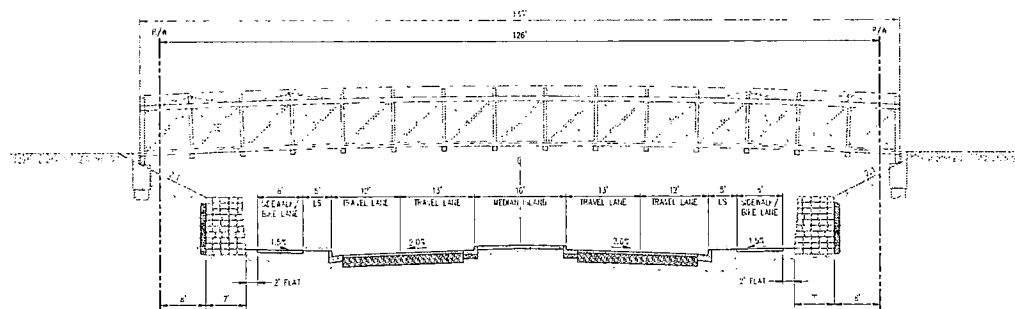
- NOTES
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 2. A 12' WIDE DEDICATED RIGHT-TURN POCKET IS PROVIDED FOR THE EASTBOUND TRAFFIC AT THE DELLAVESO DRIVE/RIVER ISLANDS PARKWAY AND SOMERSTON PARKWAY/RIVER ISLANDS PARKWAY INTERSECTIONS.



TYPICAL RIVER ISLANDS PARKWAY
(STA 88+85 - STA 98+00)
NOT TO SCALE



TYPICAL RIVER ISLANDS PARKWAY
(STA 98+00 - STA 124+60)
NOT TO SCALE



RIVER ISLANDS PARKWAY
(STA 124+60 - STA 126+50)
NOT TO SCALE

PLAN REVISIONS		
REV NO	DATE	APPROPRIATE SHEETS/REVISIONS

O'DELL
ENGINEERING
Modesto Palo Alto Pleasanton
6700 Stoneridge Mall Road, Suite 330
Pleasanton, CA 94588
Ph 925.223.6340 odellengr.com

CALIFORNIA

RIVER ISLANDS
RIVER ISLANDS PARKWAY
PRECISE PLANS
SAN JOAQUIN COUNTY

PRELIMINARY

STAGE 2B

CITY OF LATHROP

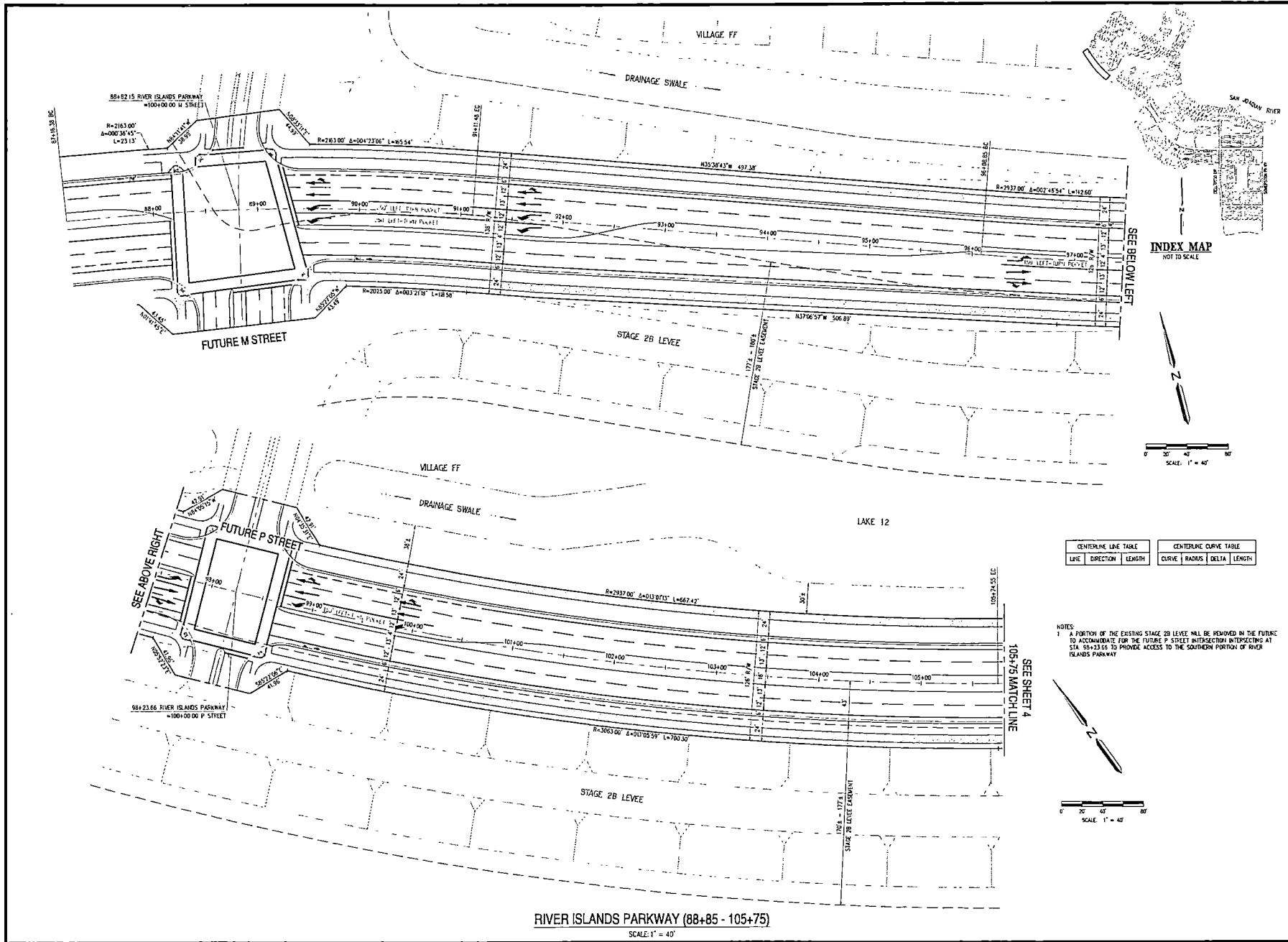
DETAILS



APPROVED

DESIGNED	JAZ
DRAWN	JLL
CHECKED	JAZ
SCALE	NTS
DATE	9-15-2018
JOB NO.	25500
FILE NO.	0902.DWG

SHEET NO.
2
OF
4



PRELIMINARY

RIVER ISLANDS PARKWAY
RIVER ISLANDS PARKWAY
PRECISE PLANS

STAGE 2B

CITY OF LATHROP

SAN JOAQUIN COUNTY

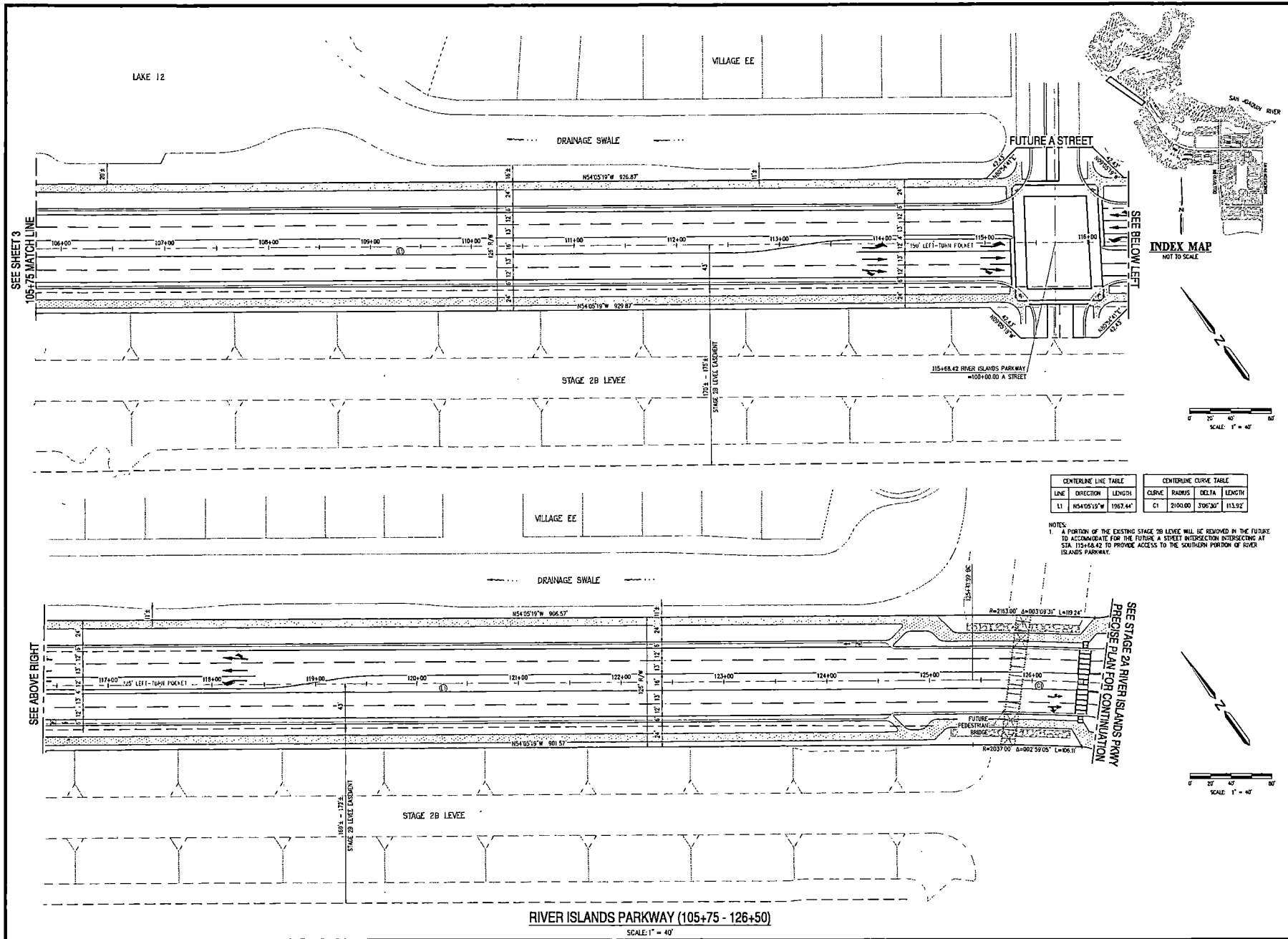
CALIFORNIA

RIVER ISLANDS PARKWAY (88+85 - 105+75)

APPROVED:

DESIGNED: JAZ
DRAWN: RL
CHECKED: JAZ
SCALE: 1" = 40'
DATE: 9-25-2018
JOB NO.: 25500
FILE NO.: 003.DWG

SHEET NO.
3
OF
4



PLAN REVISIONS:		
REV. NO.	DATE	APPLICABLE SHEET/REVISIONS

O'DELL
ENGINEERING
Modesto Palo Alto Pleasanton
6200 Stoneridge Mall Road, Suite 330
Pleasanton, CA 94588
Ph: 925.225.8340 odellengineering.com

PRELIMINARY
RIVER ISLANDS
RIVER ISLANDS PARKWAY
PRECISE PLANS
SAN JOAQUIN COUNTY
CITY OF LATROP
CALIFORNIA

STAGE 2B

RIVER ISLANDS PARKWAY
(105+75 - 126+50)



APPROVED:

DESIGNED: JAZ
DRAWN: JLL
CHECKED: JAZ
SCALE: 1" = 40'
DATE: 9-25-2019
JOB NO.: 25500
FILE NO.: 1904DWG

SHEET NO.
4
OF
4



Water Resources • Flood Control • Water Rights

Attachment "E"

GILBERT COSIO, JR., P.E.
MARC VAN CAMP, P.E.
WALTER BOUREZ, III, P.E.
RIC REINHARDT, P.E.
GARY KIENLEN, P.E.
DON TRIEU, P.E.
DARREN CORDOVA, P.E.
NATHAN HERSHEY, P.E., P.L.S.
LEE G. BERGFELD, P.E.
BEN TUSTISON, P.E.

ANGUS NORMAN MURRAY
1913-1985

CONSULTANTS:
JOSEPH I. BURNS, P.E.
DONALD E. KIENLEN, P.E.

March 9, 2018

Mr. John Zhang, Principal
O'Dell Engineers
6200 Stoneridge Mall Road, Suite 330
Pleasanton, CA 94588

**Subject: River Island Parkway Design Along 2B Levee,
Right-of-Way and Penetrations ULDC Review**

Dear Mr. Zhang:

This letter is response to the City of Lathrop's request for MBK Engineers to review Urban Levee Design Criteria (ULDC) for the River Island Parkway, utilities, and Lake 12 adjacent to the non-project 2B levee, stations 88+82.15 to 126+00, as shown in the Stage 2 River Islands Parkway Precise Plans.

Review Item 1: Landside levee right-of-way and proximity of roadway concerns, ULDC 7.11.

Response: The roadway along the landside levee toe and slope of the 2B levee meets the right-of-way criteria under ULDC. The city right-of-way provides clear, unobstructed access to the landside of the levee for any flood fight or maintenance activities relating to the levee system. No structures or encroachments will limit access to this section of the levee. Excavations that would otherwise threaten the integrity of the levee will be prohibited. The sidewalk and landscaping within the approximate 24-foot buffer from the roadway do not limit access or visibility of the levee.

Review Item 2: Utility penetrations adjacent or through the 2B levee, ULDC 7.13.

Response: Review of the plans and penetration exhibit show that the utilities under the River Island Parkway do not intersect the 2B levee within the Minimum Top of Levee or ULDC levee section. As per ULDC, pipes and culverts shall be designed with guidance in Chapter 8 of EM 1110-2-1913, United States Army Corps of Engineers levee design standards.

Review Item 3: Proximity of Lake 12 to 2B Levee between stations 99+00 and 115+00, ULDC 7.4, 7.5

Response: ENGEO has evaluated the seepage, stability, and settlement conditions for the Stage 2B levee at the southern portion of Lake 12, and their results were considered in the design of the project. The underseepage analysis was similar to the Lake Stability Technical Memorandum that ENGEO prepared for the Stage 1 levees. Based on their analysis, the proposed Lake and

Attachment "E"

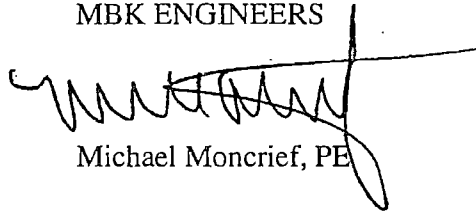
Mr. John Zhang
River Island Parkway Design

March 9, 2018
Page 2

levee should be in conformance with the ULOP findings and criteria following construction, assuming they are built per the latest O'Dell Engineering grading plan.

If there are any questions, please contact us.

Sincerely,
MBK ENGINEERS

A handwritten signature in black ink, appearing to read "Michael Moncrief", is written over the printed name. The signature is stylized with a large, sweeping initial "M" and a long horizontal stroke extending to the right.

Michael Moncrief, PE

MM/nl
4450.0/JOHN ZHANG 2018-03-09

cc: Ramon Batista, Trustee, Reclamation District No. 2062

**CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 38 LOTS IN TRACT 3938 VILLAGE "Q" WITHIN EAST VILLAGE DISTRICT**

RECOMMENDATION: **Adopt Resolution Approving Final Map for Tract 3938 Village "Q" within East Village District, Totaling 38 Single-Family Lots and Subdivision Improvement Agreement with River Islands Development, LLC**

SUMMARY:

On June 1, 2015, the City approved an amendment to Vesting Tentative Map No. 3694 (VTM 3694), which included a Neighborhood Design Plan, Architectural Guidelines, Design Standards (AG/DS) and Parks Master Plan for the East Village neighborhood located west of the CSRB neighborhood with River Islands Development, LLC (RID). The AG/DS and NDP were amended by Planning Commission action on September 13, 2017.

This proposed Tract 3938 is the second of two final maps within the Village "Q" area for Anthem United Homes. The map encompasses thirty-eight (38) 60' x 100' single-family lots. A Vicinity Map of Tract 3938 is included as Attachment B.

Staff recommends that the City Council approve the proposed Final Map Tract 3938, Village "Q" and a Subdivision Improvement Agreement (Attachment C) with River Islands Development, LLC ("River Islands").

BACKGROUND:

The land for Tract 3938 and Village "Q" is within the geographic boundaries of VTM 3694 approved by Council on March 27, 2007, and amended on June 1, 2015, with updated conditions of approval. Tract 3838 as proposed by RID, the Subdivider, complies with the amended conditions of approval of VTM 3694.

As required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee certain off-site and on-site improvements. With the previously approved Tract 3838 for Village "Q," bonds were posted for the entirety of Village "Q." Subsequently, River Islands Public Financing Authority (RIPFA) provided substitute security for a number of tracts within East Village including Village "Q." As a result, the SIA requires that this previously provided security remains in place to guarantee unfinished infrastructure within Village "Q."

OCTOBER 9, 2018, CITY COUNCIL REGULAR MEETING**TRACT 3938 VILLAGE "Q" WITHIN EAST VILLAGE DISTRICT, TOTALING 38 SINGLE-FAMILY LOTS AND SIA WITH RIVER ISLANDS DEVELOPMENT, LLC**

The SIA also refers to the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements ("Off-site Agreement") that was approved by City Council on September 30, 2013, to the extent that agreement is still valid for certain improvements. Tract 3938 will not trigger any additional off-site improvements and the Off-site Agreement will apply to Tract 3938 as it has to all previous final maps in River Islands with no additional security for off-site improvements.

Also, as required by the Tract 3938 SIA, security for unfinished public streets, utilities and other public improvements has already been provided by RIPFA for all of Village "Q" improvements in the amount of \$190,800 (performance bond) and \$95,400 (labor and materials). These bonds were replaced with a Letter of Guarantee from RIPFA; see Exhibit H of the SIA. This security will remain in place with the City until all punchlist items identified by the City's inspectors are fully completed. Acceptance of these improvements will be processed by staff at a later date. At that time, RID will be required to post one-year maintenance bonds as a warranty for the completed infrastructure.

An Irrevocable Offer of Dedication of Easement for Public Roadway Purposes for Mulholland Drive (IOD) was required for the recordation of Tract 3838. This IOD provided secondary access to Garden Farms Avenue. The SIA requires that the IOD remain in place until subsequent final maps dedicate right-of-way for Mulholland Drive in which the IOD can be rejected. A recorded copy of the IOD for Mulholland Drive is included as Exhibit G to Attachment D (SIA).

Access to Tract 3938 and Village "Q" in general is dependent on streets within adjacent tracts, therefore the IOD as described above will be necessary for Mulholland Drive to connect to the existing right of way of Garden Farms Avenue.

Finally, RID has paid all appropriate fees and completed nearly all public improvements. Completion of offsite improvements required to serve the CSRB area were guaranteed in the Off-site Agreement approved by City Council on September 30, 2013. Finally, before the final map for Tract 3938 is recorded, RID must also satisfy the Escrow Instructions (Attachment E) that guarantee all required fees are paid.

REASON FOR RECOMMENDATION:

The applicant has substantially completed the street and utility improvements within the entirety of Village "Q", and posted security for 120% of the estimated cost to complete the unfinished improvements. Prior to acceptance of public improvements within Village "Q", RID shall provide a 10% maintenance bond to guarantee the full improvements (completed and uncompleted) for one year.

OCTOBER 9, 2018, CITY COUNCIL REGULAR MEETING**TRACT 3938 VILLAGE "Q" WITHIN EAST VILLAGE DISTRICT, TOTALING 38 SINGLE-FAMILY LOTS AND SIA WITH RIVER ISLANDS DEVELOPMENT, LLC**

Following is a summary of documents and fees related to this subdivision:

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Bonds – provided by Letter of Guarantee by Substitution of Security "Set-Aside Letter," dated April 23, 2018.	Completed
4. Labor and Material Bonds – Uncompleted Landscaping and Miscellaneous Improvements- provided by Letter of Guarantee by Substitution of Security "Set-Aside Letter," dated April 23, 2018.	Completed
5. Street Improvement, Landscape, Street, Joint Trench Plans	Completed
6. Geotechnical Report	Completed
7. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Street and Public Improvements)	Completed
8. Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency maintenance	Completed
9. Allocation of Water and Sewer capacity	Completed
10. Recommendation for approval from Stewart Tract Design Review Committee	Completed
11. Submitted Certificate of Insurance	Completed
12. Submitted Tax Letter	Completed
13. Submitted Guarantee of Title	Completed

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

The above-noted documents and fees are required by the VTM 3694 conditions of approval prior to approval of the Final Map by City Council. The guarantee is in the form of the Subdivision Improvement Agreement with security and improvement plans.

OCTOBER 9, 2018, CITY COUNCIL REGULAR MEETING**TRACT 3938 VILLAGE "Q" WITHIN EAST VILLAGE DISTRICT, TOTALING 38 SINGLE-FAMILY LOTS AND SIA WITH RIVER ISLANDS DEVELOPMENT, LLC**

Extensive off-site improvements to serve Village "Q" and Tract 3938 have already been completed, including construction of levees, participation in the construction of a Wastewater Treatment Plant (Consolidated Treatment Facility) and related storage ponds and sprayfields, purchase of SSJID surface water and construction of utility infrastructure to serve the proposed Tract. Also, Village "Q" has already been annexed to the three Community Facilities District (CFD's) for maintenance (Annexed with Final Map 3838).

BUDGET IMPACT:

There is no budget impact to the City by this action. All City costs are covered by development fees and any shortfalls in City maintenance and operating costs are covered by the Community Facilities District (CFDs) for maintenance; Village "Q" has already been annexed to the required districts. RID is also providing funds necessary to cover any staff time required to process their request.

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 3938 Village "Q" within East Village District, Totaling 38 Single-Family Lots and Subdivision Improvement Agreement with River Islands Development, LLC
- B. Village "Q" Vicinity Map
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development, LLC, a California Limited Liability Company, for Tract 3938 Village "Q" within East Village
- D. Escrow Instructions for Final Map Tract 3938

CITY MANAGER'S REPORT

Page 5

OCTOBER 9, 2018, CITY COUNCIL REGULAR MEETING

**TRACT 3938 VILLAGE "Q" WITHIN EAST VILLAGE DISTRICT, TOTALING 38
SINGLE-FAMILY LOTS AND SIA WITH RIVER ISLANDS DEVELOPMENT, LLC**


APPROVALS:



Glenn Gebhardt
City Engineer

9/26/18

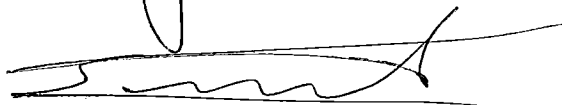
Date



Cari James
Finance Director

10/1/18

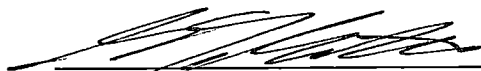
Date



Salvador Navarrete
City Attorney

9-26-18

Date



Stephen J. Salvatore
City Manager

10.2.18

Date

RESOLUTION NO. 18-**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING FINAL MAP FOR TRACT 3938 IN VILLAGE "Q" WITHIN
EAST VILLAGE DISTRICT, TOTALING 38 SINGLE-FAMILY LOTS AND
A SUBDIVISION IMPROVEMENT AGREEMENT WITH
RIVER ISLANDS DEVELOPMENT, LLC**

WHEREAS, on March 27, 2007, the City Council approved Vesting Tentative Map No. 3694 (VTM 3694) with Conditions of Approval for a residential and commercial development that is consistent with the West Lathrop Specific Plan (WLSP) and the River Islands Urban Design Concept (UDC); and

WHEREAS, on June 1, 2015, the City Council approved amendments to the VTM, WLSP and UDC with amended conditions of approval; and

WHEREAS, Tract 3938, the proposed subdivision, is part of the East Village District of River Islands as described in the UDC, consisting of 39 lots covered by VTM 3694, located on the west side of the San Joaquin River, north of Union Pacific Railroad; and

WHEREAS, in its review of tracts within Village "Q" in the East Village District, including Tract 3938, the Stewart Tract Design Review Committee recommended approval of Tract 3938 on September 14, 2017; and

WHEREAS, River Islands Development, LLC (RID), has completed or has guaranteed completion of all public improvements on Tract Map 3938, as identified on the approved improvement plans, and has completed or guaranteed completion of all required documents and payment of all fees; and

WHEREAS, a Subdivision Improvement Agreement between the City and RID and provision of security by RID for unfinished and deferred improvements associated with Tract 3838, including full street improvements are required prior to final map approval per the Lathrop Municipal Code Section 16.16.190, with said Agreement attached and included herein as Exhibit A to this Agreement; and

WHEREAS, an Irrevocable Offer of Dedication for Mulholland Drive has already been recorded and is included as Exhibit G of the Agreement to ensure access from Tract 3938 to Somerston Parkway via Mulholland Drive; and

WHEREAS, the Subdivision Improvement Agreement has been signed by RID and presented to the City for approval and signature; and

WHEREAS, upon acceptance of all improvements, including in the Subdivision Improvement Agreement as complete, a one-year maintenance and repair bond will be required to secure the RID obligation to maintain all improvements and repair or correct any defective work; and

WHEREAS, several conditions of approval of VTM 3694 are satisfied by the 3rd Amendment to the Development Agreement between the City and Califa, LLC, which the City Council approved on October 7, 2013; and

WHEREAS, off-site improvements were guaranteed with the Dedication, Inspection and Guarantee of Streets and Public Improvements (Off-site Agreement), approved by City Council on September 30, 2013; and

WHEREAS, the City Engineer has confirmed Tract 3938 as proposed by RID, the Subdivider, complies with the amended conditions of approval of VTM 3694, is technically correct, and complies with the requirements of the Subdivision Map Act and Lathrop Municipal Code, Chapter 16.16; and

WHEREAS, all of Village "Q", including Tract 3938 has been annexed into the three Community Facilities District (CFD's) for maintenance established by RD 2062, River Islands Public Financing Agency (RIPFA) and by the City of Lathrop; and

WHEREAS, RID will satisfy the escrow requirements to fund the Settlement Fee prior to recordation of the Final Map for Tract 3938; and

WHEREAS, Capital Facilities Fees are not required until such time as the builder applies for building permits.

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

1. The City Manager, or their designee, is authorized to execute Final Map Tract 3938 "Q" and is hereby approved as submitted as part of the public record with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.
2. The City Manager, or his designee, is authorized to execute and file with the City Clerk the Subdivision Improvement Agreement that guarantees to complete improvements of all streets dedicated within Tract 3938 along with improvements of Somerston Parkway from Marina to River Islands Parkway as included and as attached to the October 8, 2018 staff report.

The foregoing resolution was passed and adopted this 8th day of October, 2018,
by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

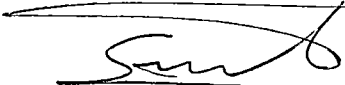
ABSENT:

Sonny Dhaliwal, Mayor

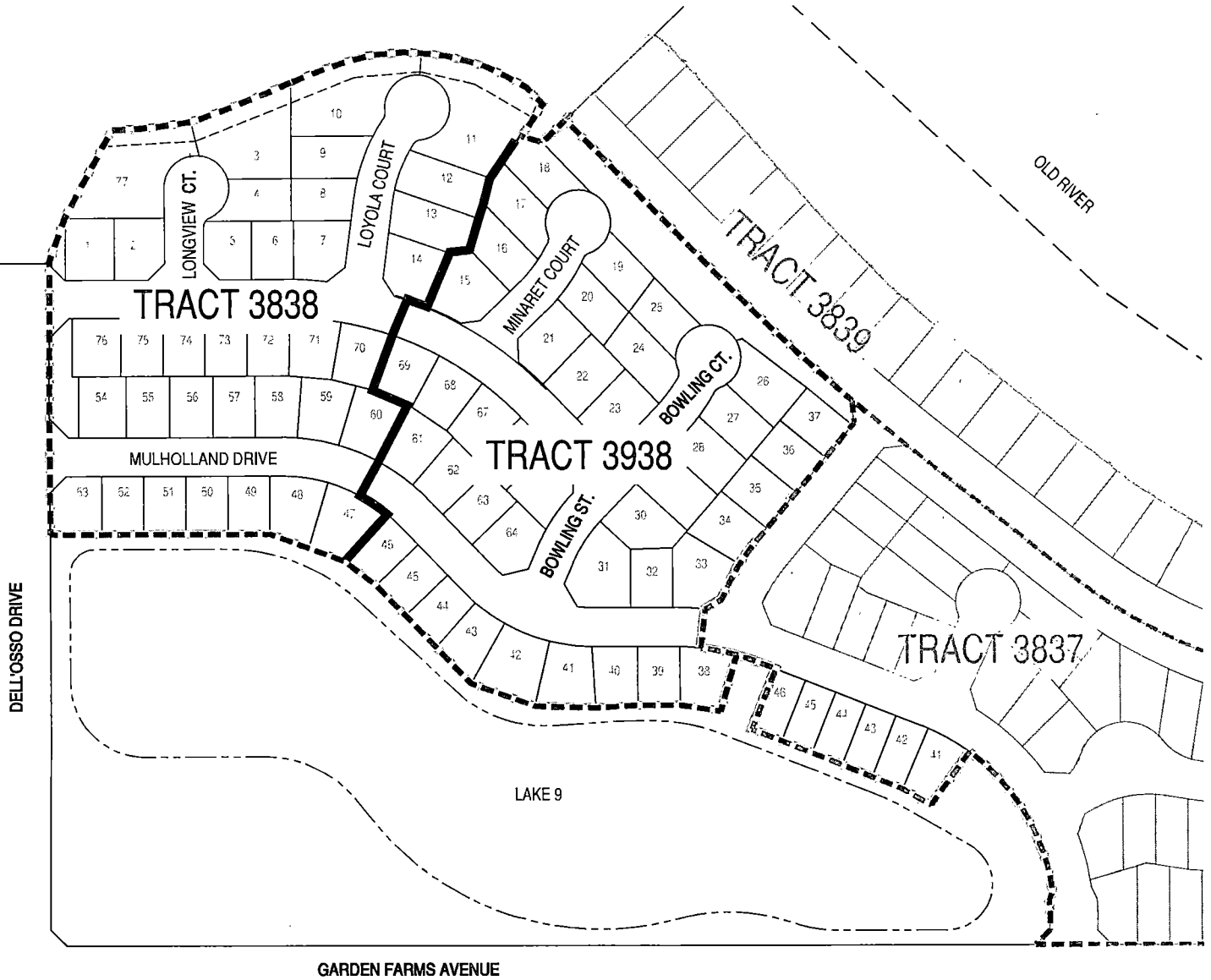
ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



NOTE: TRACTS 3838 AND 3938 COMPRISE VILLAGE Q



ATTACHMENT B
Village "Q"
Vicinity Map
OCTOBER 2017

CITY OF LATHROP**SUBDIVISION IMPROVEMENT AGREEMENT****River Islands (East Village District) - Tract 3938, Village "Q"****River Islands Development, LLC, a California limited liability company**

RECITALS

A. This Agreement is made and entered into this **8th day of October, 2018**, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and River Islands Development, LLC, a California limited liability company (hereinafter "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 the Village "Q" area of River Islands, which includes both Tracts 3838 and Tract 3938. However, SUBDIVIDER has substantially completed the public infrastructure improvements associated with Tracts 3838 and 3938 and only needs to provide performance and labor and materials bonds ("security") in the amount of \$286,200 as required by the Lathrop Subdivision Ordinance and the Subdivision Map Act for unfinished improvements. SUBDIVIDER posted such security with CITY and this security was released with the posting of replacement security from River Islands Public Financing Authority ("RIPFA") as provided in Exhibit F. This security shall remain in full force and effect as required by this Agreement until all improvements within the Village "Q" area are fully completed, inspected and ready for acceptance by CITY.

C. Access to Village "Q" is required via an Irrevocable Offer of Dedication for Easement for Roadway Purposes ("IOD") for Mullholland Drive. This IOD was required with Tract 3838 and shall remain in place with approval of Tract 3938 in order to provide access to Village "Q." The IOD was recorded on November 30, 2017, and is included as Exhibit G to this Agreement.

D. SUBDIVIDER has substantially completed the joint trench improvements for Tracts 3838 and 3938, and as noted in Recital C security has already been posted by SUBDIVIDER for all unfinished infrastructure for Village "Q." Joint trench improvement plans and street light plans prepared by O'Dell Engineering, Inc., have already been approved by CITY with nearly all street, sidewalk, underground utility, storm drainage, street light and joint trench improvements (hereinafter "Improvements") have been constructed as part of the required infrastructure for Tracts 3838 and 3938, with minor punchlist items remaining. The required security as outlined in this Agreement shall remain posted until the Improvements are accepted as required by this Agreement, but shall be released upon the discretion of the City Engineer once the Improvements are accepted by CITY.

E. The 3rd Amendment to the 2003 Amended and Restated Development Agreement by and Between the City of Lathrop and Califa, LLC, required SUBDIVIDER to provide guarantees for wastewater treatment and recycled water capacity ("Utility Capacity Guarantees") prior to approval of final maps. SUBDIVIDER has provided the Utility Capacity Guarantees for Village "Q."

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 the lots within the East Village neighborhood, to the limits identified on Exhibit A, including the public landscaping, streetlight and joint trench improvements. 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 constructed in Tract 3938 that is conveyed to a private interest not associated with the transfer of title of Tract 3938 associated with the filing of Tract 3938 or prior to the completion and occupancy of the first production dwelling unit associated with Tract 3938, or December 1, 2019, whichever comes first. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.
3. CITY, or its agent(s), shall at any time during the progress of the Improvements have free access thereto and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.
4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of 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 the Subdivision Improvement Agreement for Tract 3938, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Maintenance Bond in the amount of \$489,800 equal to 10% of the estimated cost of the Improvements for the entire area (\$4,898,000), to insure SUBDIVIDER's repair and maintenance of the Improvements in accordance with the terms of this Agreement. The Maintenance Bond shall be released at the end of the one-year guarantee period, provided there are no claims against it are then outstanding.

7. Because some of the backbone improvements referenced in Recital D were required to provide access and required utilities to both Tracts 3838 and 3938 as otherwise described in this Agreement, as well as backbone roads associated with the Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements referenced in Recital D, 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:

- Rehabilitation of the pavement on Stewart/Cohen and Paradise Roads within the limits of Stewart Tract, as detailed on the attached Exhibit "D" is guaranteed by a performance bond. Full improvement and acceptance of these streets shall be completed prior to release of security previously posted by SUBDIVIDER.

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 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 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.

10. Because the Improvements are not fully complete, SUBDIVIDER was required to only post Performance and Labor & Materials bonds to guarantee the deferred and unfinished improvements associated with Tracts 3838 and 3938, as included and described in Exhibit F to this Agreement. The security shall remain in place until such time that all Improvements have been completed, inspected and been accepted by CITY for use. Further, SUBDIVIDER shall also comply with CITY's insurance requirements set forth on Exhibit C attached hereto and incorporated herein.

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 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 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.

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 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.

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, 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 (CFDs) 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.

17. 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.

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 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 SUBDIVIDER and shall be jointly and severally liable hereunder.

20. 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.

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 3938.

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 3938
EXHIBIT B: ADJACENT TRACTS TO TRACT 3938
EXHIBIT C: CITY INSURANCE REQUIREMENTS
EXHIBIT D: COHEN/PARADISE/STEWART REHABILITATION MAP
EXHIBIT E: ENGINEER'S ESTIMATE – VILLAGE "Q"
EXHIBIT F: LETTER OF GUARANTEE – EAST VILLAGE TRACTS
EXHIBIT G: IRREVOCABLE OFFER OF DEDICATION – MULHOLLAND DRIVE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on **this 8th day of October, 2018**, at Lathrop, California.

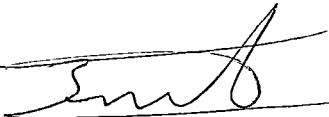
ATTEST:
City Clerk of and for the City
of Lathrop, State of California

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

BY: _____
Teresa Vargas Date
City Clerk

BY: _____
Stephen J. Salvatore Date
City Manager

APPROVED AS TO FORM:

BY:  9-26-18

Salvador Navarrete Date
City Attorney

SUBDIVIDER, River Islands Development, LLC,
a California limited liability company

BY: _____
Susan Dell'Osso Date
President
"SUBDIVIDER"

EXHIBIT A

FINAL MAP - TRACT 3938

TRACT 3938 RIVER ISLANDS - PHASE 1B VILLAGE Q

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 3 OF TRACT 3838 (43 M&P 12)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018



OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 3938, RIVER ISLANDS, PHASE 1B, VILLAGE Q", CITY OF LATHROP, CALIFORNIA, CONSISTING OF ELEVEN (11) 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 UNDERSIGNED DOES HEREBY DEDICATE AN EASEMENT TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS BOWLING COURT AND MINARET COURT, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, POLES, WIRES, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT).

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE SLOPE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, SLOPES ACROSS THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "SLOPE EASEMENT".

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ADJUTERS RIGHT OF ACCESS TO LOTS 10, 11, 16, 19, 20, 22, 24, 26, 27, 32, 34 AND 38, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ////// AS SHOWN ON THIS FINAL MAP.

OWNER: RIVER ISLANDS DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

BY: _____
NAME: SUSAN DELL'OSSO DATE _____
ITS: PRESIDENT

DATED THIS _____ DAY OF _____, 201__.

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-160886, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY: _____
NAME: _____
ITS: _____

ACKNOWLEDGEMENT CERTIFICATE (OWNER'S)

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 _____, 201__ BEFORE ME, _____ WHO
A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S)
IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/they
EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their
SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE
PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

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 3938, RIVER ISLANDS, PHASE 1B, VILLAGE Q", CITY OF LATHROP, CALIFORNIA, CONSISTING OF ELEVEN (11) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 201__, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____, DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDEMENT, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, SLOPE EASEMENTS, AND THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 10, 11, 16, 19, 20, 22, 24, 26, 27, 32, 34 AND 38, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ////// AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREETS, AVENUES AND WAYS 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 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.

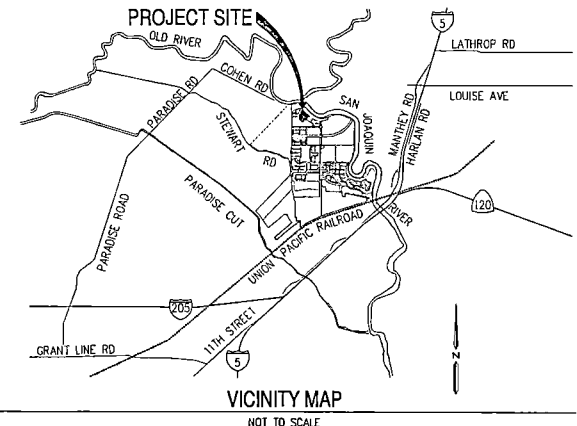
STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN }

ON _____, 201__ BEFORE ME, _____ WHO
A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S)
IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/they
EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their
SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE
PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

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



SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 3694 APPROVED BY THE PLANNING COMMISSION.
DATED THIS _____ DAY OF _____, 201__.

MARK MEISSNER, COMMUNITY DEVELOPMENT ASSISTANT DIRECTOR
CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, GLENN GEBHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3938, RIVER ISLANDS, PHASE 1B, VILLAGE Q", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP NO. 3694, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 201__.

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



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 201__, AT _____ M.
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF
OLD REPUBLIC TITLE COMPANY.

FEE: \$ _____

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

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT
RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER
SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX.

NOTES

- 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.
- 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 ENCEO, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
- "TRACT 3938, RIVER ISLANDS, PHASE 1B, VILLAGE Q", CONTAINS: 38 RESIDENTIAL LOTS, CONTAINING 7.86 ACRES, MORE OR LESS, INCLUDING ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP, ALL AS SHOWN ON SAID MAP HEREIN. (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW):

TRACT 3938 AREA SUMMARY	
38 RESIDENTIAL LOTS	7.04 AC±
STREET DEDICATIONS	0.82 AC±
TOTAL	7.86 AC±

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT ORDER NUMBER 1614020004-KB (VERSION 1), DATED JULY 12, 2018, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

CITY SURVEYOR'S STATEMENT

I, LAWRENCE GOSSETT, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3938, RIVER ISLANDS, PHASE 1B, VILLAGE Q", 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 _____, 201__.

LAWRENCE GOSSETT, P.E. 31695



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RIVER ISLANDS DEVELOPMENT, LLC, ON AUGUST 1, 2017. 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, 2022, 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 TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 201__.

DYLAN CRAWFORD, P.L.S. NO 7788



SIGNATURE OMISSIONS

PURSUANT TO SECTION 65436 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 2001-046177, S.J.C.R.
2. PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER TRACT 3838 (43 MAPS AND PLATS 12), S.J.C.R.

REFERENCES

- RECORD OF SURVEY FILED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS, PAGE 142, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JULY 15, 2005 AS DOCUMENT NUMBER 2005-171264, S.J.C.R. (35 SURVEYS 142)
(R1) GRANT DEED RECORDED APRIL 24, 2015, AS D.N. 2015-046193, S.J.C.R.
(R2) TRACT 3704, FILED DECEMBER 20, 2013, IN BOOK 42 OF MAPS AND PLATS, PAGE 4, S.J.C.R. (42 M&P 4)
(R3) TRACT 3796, FILED FEBRUARY 27, 2015, IN BOOK 42 OF MAPS AND PLATS, PAGE 30, S.J.C.R. (42 M&P 30)
(R4) TRACT 3791, FILED MAY 8, 2015, IN BOOK 42 OF MAPS AND PLATS, PAGE 36, S.J.C.R. (42 M&P 36)
(R5) GRANT DEED RECORDED MARCH 30, 2001, AS D.N. 2001-046177, S.J.C.R.
(R6) TRACT 3876, FILED MARCH 31, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 56, S.J.C.R. (42 M&P 56)
(R7) TRACT 3832, FILED AUGUST 24, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 66, S.J.C.R. (42 M&P 66)
(R8) TRACT 3834, FILED DECEMBER 21, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 72, S.J.C.R. (42 M&P 72)
(R9) TRACT 3829, FILED DECEMBER 21, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 71, S.J.C.R. (42 M&P 71)
(R10) TRACT 3836, FILED MARCH 15, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 84, S.J.C.R. (42 M&P 84)
(R11) TRACT 3838, FILED NOVEMBER 30, 2017, IN BOOK 43 OF MAPS AND PLATS, PAGE 12, S.J.C.R. (43 M&P 12)
(R12) TRACT 3837, FILED JUNE 19, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 38, S.J.C.R. (43 M&P 38)

LINE TABLES FOR COURSES SHOWN ON SHEETS 3 THROUGH 5 ONLY

LINE TABLE			LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	EAST	744.00'	L23	N80°39'51"E	393.24'	L45	N81°51'31"E	29.82'
L2	EAST	429.00'	L24	N73°21'09"W	295.70'	L46	N16°51'21"E	116.38'
L3	NORTH	1290.00'	L25	N55°02'09"W	409.34'	L47	N36°28'39"E	140.18'
L4	NORTH	721.00'	L26	N55°36'09"W	260.59'	L48	N0°04'15"W	34.61'
L5	NORTH	1290.00'	L27	N74°51'51"E	717.85'	L49	N23°07'50"E	36.68'
L6	EAST	1173.00'	L28	N45°39'54"E	194.84'	L50	N76°19'19"E	40.03'
L7	NORTH	693.00'	L29	N44°20'06"W	1.32'	L51	N43°52'36"W	141.99'
L8	NORTH	663.00'	L30	N45°39'54"E	60.00'	L52	N28°34'06"E	98.37'
L9	EAST	555.30'	L31	N44°20'06"W	9.63'	L53	N66°21'48"W	59.69'
L10	EAST	534.00'	L32	N75°18'05"W	5.83'	L54	N18°02'08"E	90.00'
L11	EAST	508.00'	L33	NORTH	245.00'	L55	N43°52'36"W	117.77'
L12	EAST	579.02'	L34	N4°41'52"W	35.05'	L56	EAST	2.15'
L13	EAST	403.39'	L35	N39°48'10"E	236.11'	L57	NORTH	94.04'
L14	N43°52'36"W	141.99'	L36	N59°07'32"E	30.39'	L58	N88°19'37"W	93.83'
L15	EAST	123.72'	L37	EAST	123.72'	L59	N74°26'31"W	91.89'
L16	N68°28'13"W	271.39'	L38	N30°03'39"W	40.03'	L60	N50°00'12"W	60.96'
L17	NORTH	68.31'	L39	N23°07'50"E	36.68'	L61	EAST	155.26'
L18	N43°59'07"E	51.65'	L40	N43°59'07"E	107.79'	L62	N43°52'36"W	141.99'
L19	N43°52'36"W	170.75'	L41	N46°00'53"W	60.00'	L63	N39°18'22"E	97.86'
L20	N23°07'50"E	99.80'	L42	N89°56'45"W	34.69'	L64	N50°10'50"W	60.00'
L21	N39°48'10"E	236.11'	L43	N43°52'36"W	114.61'	L65	N43°59'07"E	56.14'
L22	N69°38'51"E	169.00'	L44	N23°00'32"E	91.39'	L66	N68°17'56"W	30.00'

TRACT 3938 RIVER ISLANDS - PHASE 1B VILLAGE Q

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 3 OF TRACT 3838 (43 M&P 12)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018



CURVE TABLE FOR COURSES SHOWN ON SHEETS 3 THROUGH 5 ONLY

CURVE TABLE				CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH
C1	280.00	46°07'24"	225.40'	C16	330.00	18°06'08"	104.26'
C2	250.00	22°59'34"	100.32'	C17	410.00	6°33'00"	46.87'
C3	250.00	23°07'50"	100.93'	C18	220.00	6°44'52"	25.91'
C4	380.00	13°18'34"	88.27'	C19	560.00	23°06'52"	225.92'
C5	380.00	8°13'13"	54.52'	C20	220.00	20°51'17"	80.08'
C6	350.00	2°38'41"	16.16'	C21	280.00	20°36'16"	100.69'
C7	350.00	37°44'17"	230.53'	C22	220.00	6°36'36"	25.38'
C8	350.00	28°05'15"	171.58'	C23	310.00	17°33'18"	94.98'
C9	530.00	12°45'07"	117.96'	C24	500.00	27°05'16"	236.38'
C10	530.00	33°22'17"	308.69'	C25	350.00	68°28'13"	418.26'
C11	250.00	20°51'17"	91.00'	C26	560.00	5°18'58"	51.96'
C12	300.00	26°31'31"	138.89'	C27	560.00	28°25'50"	277.87'
C13	250.00	6°49'02"	29.74'	C28	300.00	18°06'06"	94.78'
C14	280.00	46°07'24"	225.40'	C29	300.00	8°25'25"	44.11'
C15	317.00	4°41'00"	25.91'				

CURVE RADIAL TABLE FOR COURSES SHOWN ON SHEETS 4 THROUGH 5 ONLY

RADIAL TABLE		RADIAL TABLE		RADIAL TABLE	
RADIAL #	BEARING	RADIAL #	BEARING	RADIAL #	BEARING
R1	N40°48'08"E	R6	N45°39'54"E	R11	N13°18'34"E
R2	N68°17'56"W	R7	N46°15'54"W	R12	N24°10'28"E
R3	N6°33'00"E	R8	N39°30'48"E	R13	N17°41'34"E
R4	N6°44'52"E	R9	N23°07'50"E	R14	N12°45'07"E
R5	N40°58'54"E	R10	N76°43'21"W		

BASIS OF BEARINGS

THE BEARING OF "EAST" BETWEEN FOUND MONUMENTS ALONG THE MONUMENT LINE OF ACADEMY DRIVE AS SHOWN ON TRACT 3791, FILED MAY 8, 2015, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 36, OFFICIAL RECORDS OF THE COUNTY OF SAN JOAQUIN, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREIN ARE GROUND DISTANCES.

EASEMENTS

1. PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER TRACT 3838 (43 MAPS AND PLATS 12), S.J.C.R.

NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES, REFERENCES, AND FOR THE LINE TABLE AND CURVE TABLE OF COURSES SHOWN ON SHEETS 3 THROUGH 5 ONLY.

THIS SHEET SHOWS TIES TO THE BASIS OF BEARINGS AND OTHER MAPS OF RECORD. REFER TO SHEET 4 FOR THE BOUNDARY OF TRACT 3938

TRACT 3938 RIVER ISLANDS - PHASE 1B VILLAGE Q

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1 THROUGH 3 OF TRACT 3838 (43 MAP 12) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA SEPTEMBER 2018

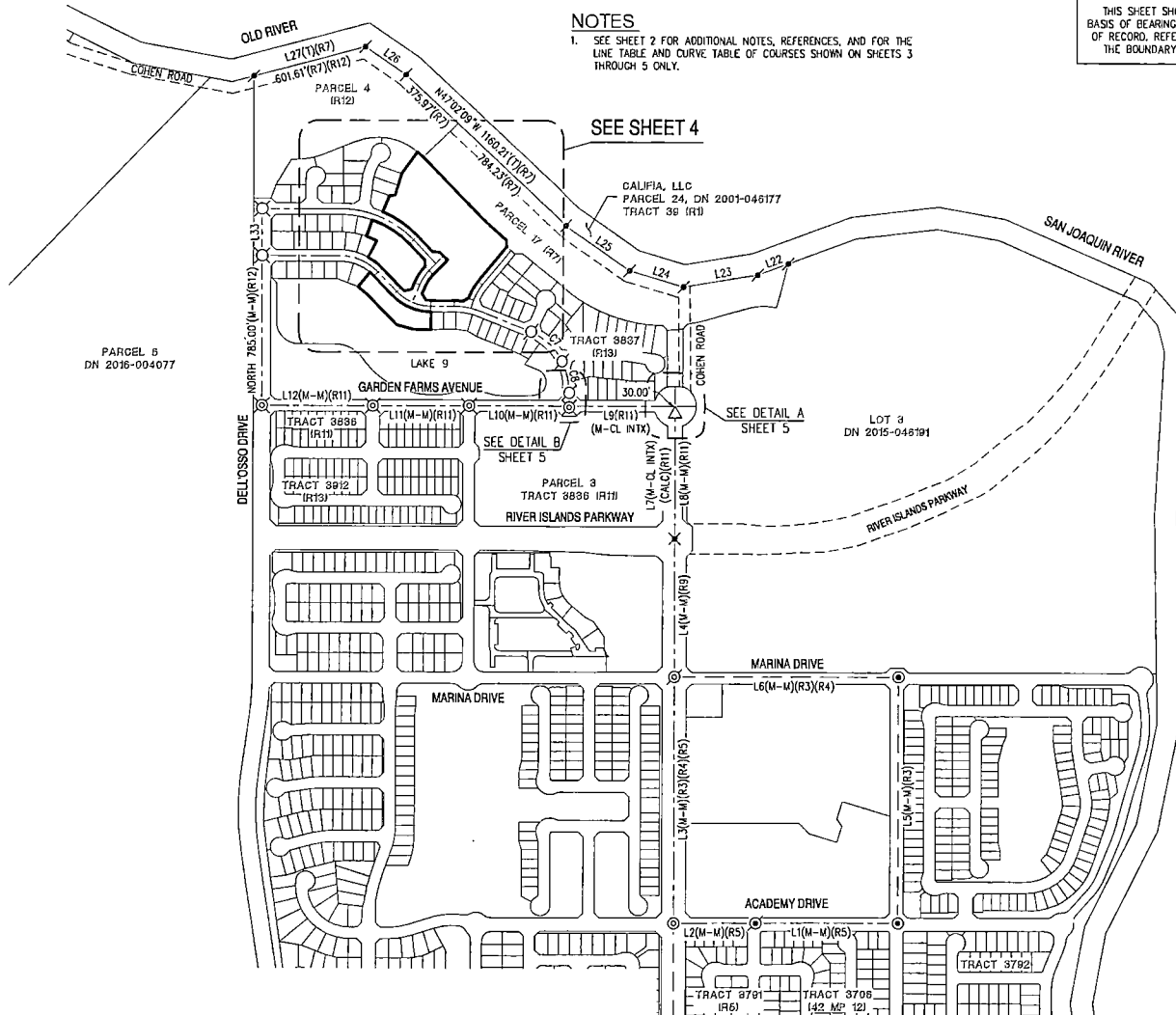
O'DELL
ENGINEERING

0 200' 400' 800'
SCALE: 1" = 400'

LEGEND

- ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R3)
- ⊗ FOUND MONUMENT STAMPED "PLS 7788" PER (R5)
- ⊗ MONUMENT TO BE SET PER (R11)
- ⊗ MONUMENT TO BE SET PER (R12)
- ⊗ MONUMENT TO BE SET PER (R13)
- ⊗ SET 3.00' WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊗ MONUMENT TO BE SET PER (R9)
- ⊗ 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" TO BE SET PER (R12) AND (R13), RESPECTIVELY, UNLESS OTHERWISE SHOWN
- ⊗ FOUND 5/8" REBAR WITH CAP STAMPED "PLS 7788" PER (R7)
- ⊗ MONUMENT TO BE SET PER (R3)
- ⊗ 2-1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET PER (R11)
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- MONUMENT LINE
- CENTERLINE
- 200.00' (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-M) MONUMENT TO MONUMENT
- (M-CL INTX) MONUMENT TO CENTERLINE INTERSECTION
- (R) RADIAL BEARING
- (T) TOTAL
- (B) BOUNDARY
- CL CENTERLINE
- DN DOCUMENT NUMBER
- OR OFFICIAL RECORD
- ① EASEMENT REFERENCE NUMBER - SEE THIS SHEET
- ① 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET TO BE SET PER (R12)
- ② 1.17" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES TO BE SET PER (R12)
- ③ 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R13)
- ④ 5/8" REBAR WITH CAP "PLS 7788" PER (R12)
- ⑤ 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R12)
- ⑥ DENOTES WITNESS CORNER ON 3 FOOT OFFSET ALONG THE SIDE PROPERTY LINE PER (R12)

SHEET 3 OF 11



TRACT 3938 RIVER ISLANDS - PHASE 1B VILLAGE Q

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 3 OF TRACT 3838 (43 M&P 12)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018

ODELL
ENGINEERING

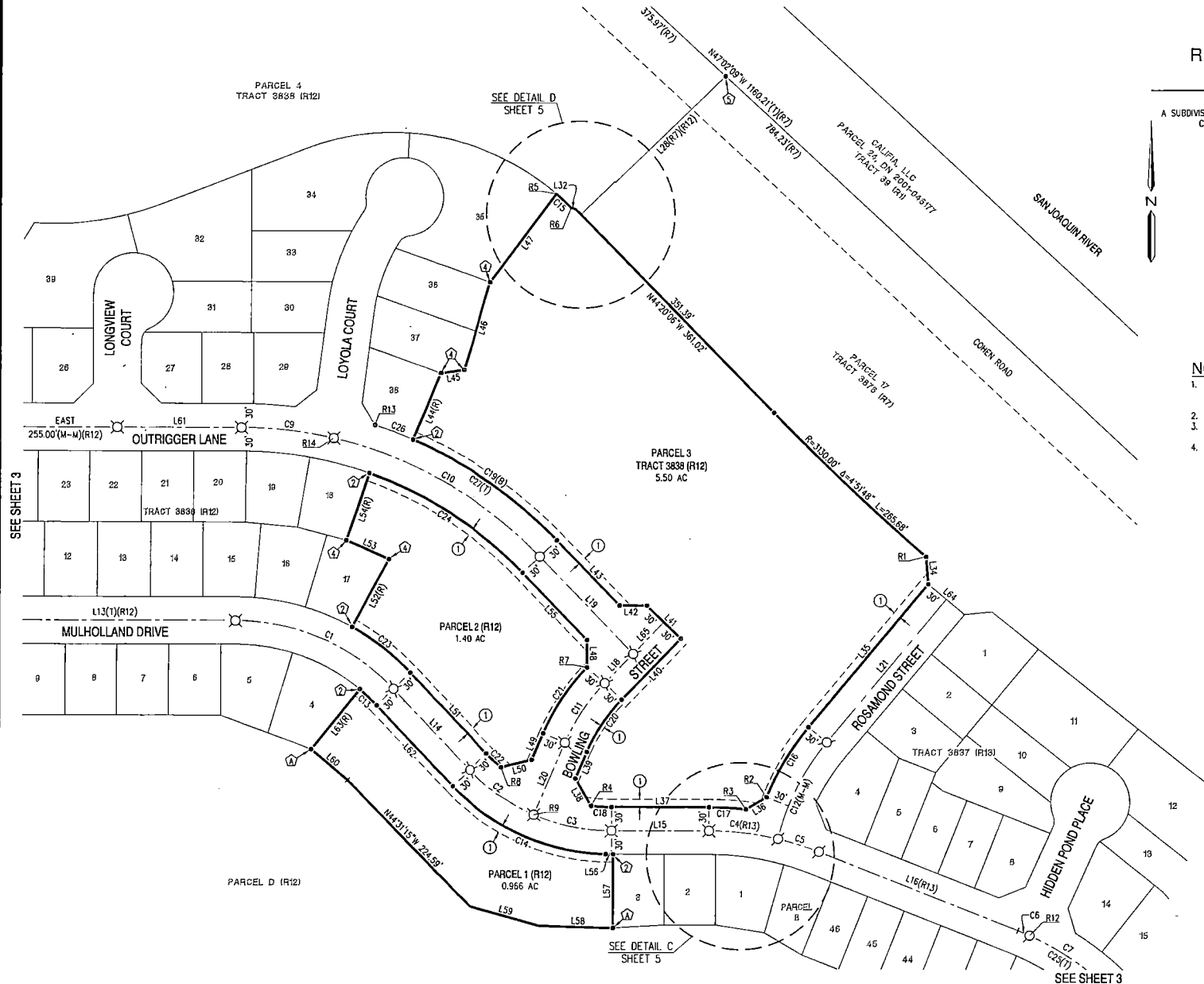
0' 40' 80' 160'
SCALE: 1" = 80'

BOUNDARY SHEET

THIS SHEET SHOWS THE BOUNDARY OF
TRACT 3938 BEING PARCELS 1
THROUGH 3 OF TRACT 3838
(43 M&P 12)

NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES, AND FOR THE LINE TABLE AND CURVE TABLE OF COURSES SHOWN ON SHEETS 3 THROUGH 5 ONLY.
2. SEE SHEET 2 FOR MAP AND DOCUMENT REFERENCES.
3. SEE SHEET 3 FOR LEGEND, EASEMENT REFERENCES AND BASIS OF BEARINGS.
4. THIS SUBDIVISION CONTAINS 7.86 ACRES, MORE OR LESS.





A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 3 OF TRACT 3838 (43 M&P 12)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018



O'DELL
ENGINEERING

1. SEE SHEET 2 FOR ADDITIONAL NOTES, AND FOR THE LINE TABLE AND CURVE TABLE OF COURSES SHOWN ON SHEETS 3 THROUGH 5 ONLY.
2. SEE SHEET 2 FOR LEGEND, MAP AND DOCUMENT REFERENCES.
3. SEE SHEET 3 FOR EASEMENT REFERENCES AND BASIS OF BEARINGS.

OLD RIVER

PARCEL 4
TRACT 3838 (R12)

TRACT 3938 RIVER ISLANDS - PHASE 1B VILLAGE Q

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 3 OF TRACT 3838 (43 M&P 12)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018

O'DELL
ENGINEERING

0 60' 120' 240'
SCALE: 1" = 120'

SHEET INDEX

LEGEND

- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- - - SHEET LIMIT LINE
- 4 LOT NUMBER
- 7 SHEET NUMBER
- /// RESTRICTED ACCESS



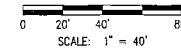
SHEET 6 OF 11

NOTES

1. 1.17" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
2. 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
3. SEE SHEET 11 FOR LINE AND CURVE TABLES.
4. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
5. SEE SHEET 3 FOR EXISTING EASEMENTS, EASEMENT REFERENCE LIST AND BASIS OF BEARINGS.

TRACT 3938 RIVER ISLANDS - PHASE 1B VILLAGE Q

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 3 OF TRACT 3838 (43 M&P 12)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018



LEGEND

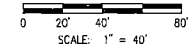
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788", UNLESS OTHERWISE NOTED
- ⊗ MONUMENT TO BE SET PER (R12)
- ⊘ MONUMENT TO BE SET PER (R13)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" TO BE SET PER (R12), UNLESS OTHERWISE NOTED
- SET 3.00' WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788" 200.00' (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2
- (M-W) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (M-PL) MONUMENT TO PROPERTY LINE
- (T) TOTAL
- (B) BOUNDARY
- CL CENTERLINE
- D.N. DOCUMENT NUMBER
- (M-BC) MONUMENT TO BEGINNING OF CURVE
- P.U.E. PUBLIC UTILITY EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- - - EASEMENT LINE
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- ⑤ 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R12)
- Ⓐ DENOTES WITNESS CORNER ON 3 FOOT OFFSET ALONG THE SIDE PROPERTY LINE PER (R12)

NOTES

- 1.17" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
- 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
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- SEE SHEET 3 FOR EXISTING EASEMENTS, EASEMENT REFERENCE LIST AND BASIS OF BEARINGS.

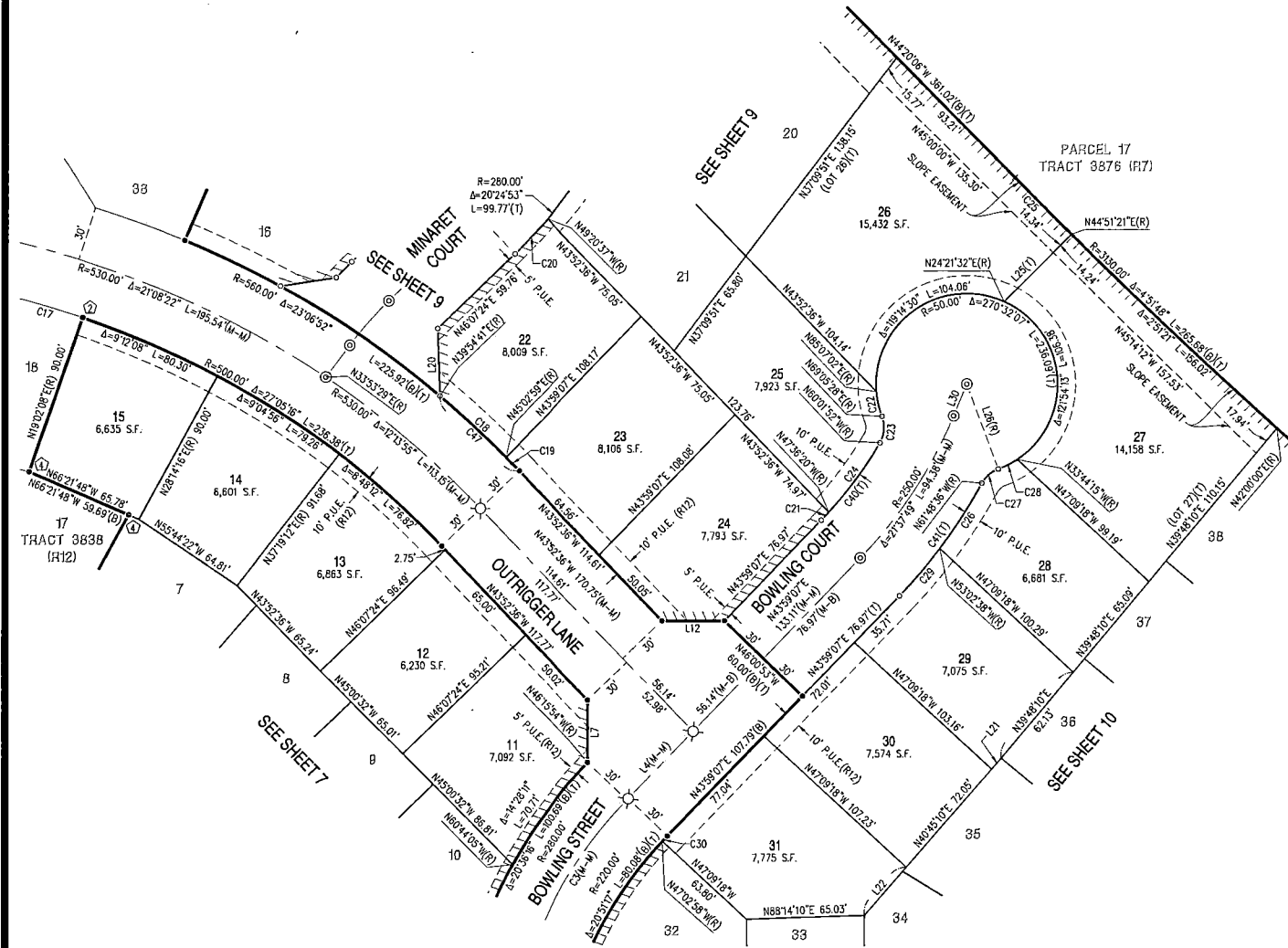
TRACT 3938 RIVER ISLANDS - PHASE 1B VILLAGE Q

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 3 OF TRACT 3938 (43 MAP 12)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018



LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788", UNLESS OTHERWISE NOTED
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- ⊘ MONUMENT TO BE SET PER (R13)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" TO BE SET PER (R12), UNLESS OTHERWISE NOTED
- SET 3.00" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788" 200.00' (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (M-PL) MONUMENT TO PROPERTY LINE
- (T) TOTAL
- (B) BOUNDARY
- CL CENTERLINE
- D.N. DOCUMENT NUMBER
- (M-BC) MONUMENT TO BEGINNING OF CURVE
- P.U.E. PUBLIC UTILITY EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- - - EASEMENT LINE
- CENTERLINE
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- ⑥ 3.00" WITNESS CORNER ON 3 FOOT OFFSET ALONG THE SIDE PROPERTY LINE PER (R12)

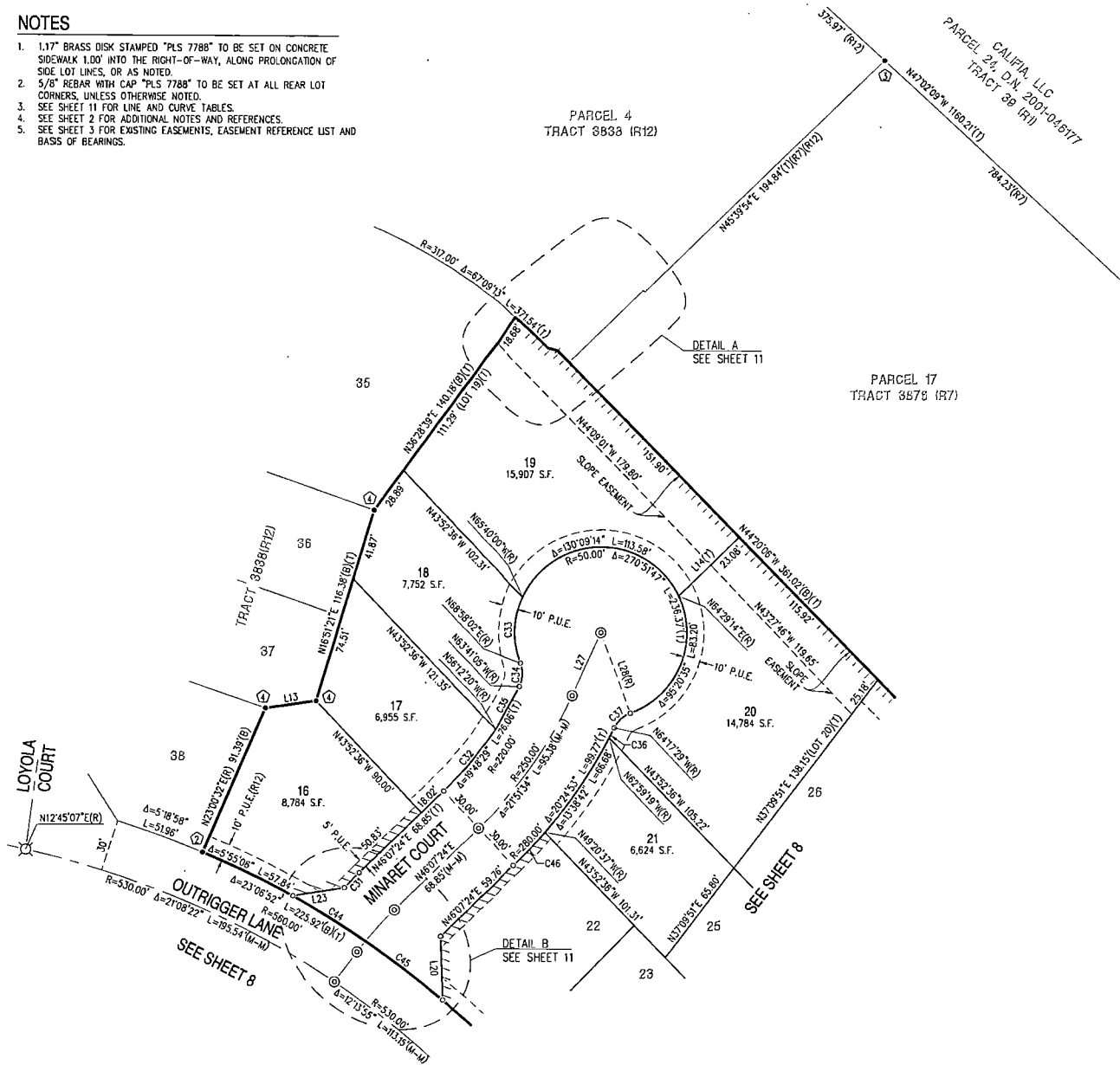


NOTES

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PARCEL 4
TRACT 3833 (R12)

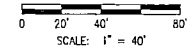
PARCEL 17
TRACT 3876 (R7)



TRACT 3938 RIVER ISLANDS - PHASE 1B VILLAGE Q

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 3 OF TRACT 3838 (43 M&P 12)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018

O'DELL
ENGINEERING



LEGEND

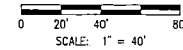
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788", UNLESS OTHERWISE NOTED
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- ⊙ MONUMENT TO BE SET PER (R13)
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- (M-M) MONUMENT TO MONUMENT
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- (T) TOTAL
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- CL CENTERLINE
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- (M-BC) MONUMENT TO BEGINNING OF CURVE
- P.U.E. PUBLIC UTILITY EASEMENT
- LOT LINE
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- Ⓐ DENOTES WITNESS CORNER ON 3 FOOT OFFSET ALONG THE SIDE PROPERTY LINE PER (R12)

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1. 1.17" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
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5. SEE SHEET 3 FOR EXISTING EASEMENTS, EASEMENT REFERENCE LIST AND BASIS OF BEARINGS.

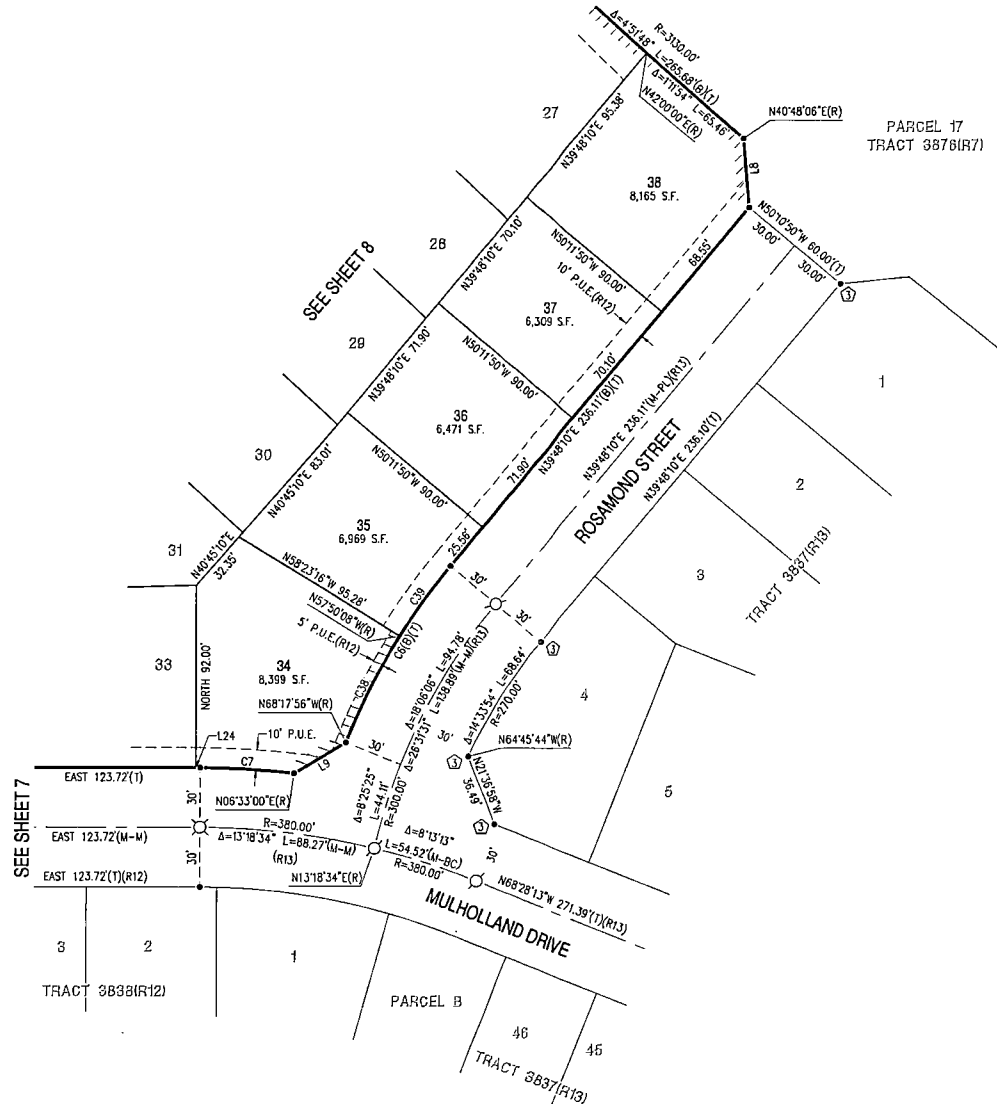
TRACT 3938 RIVER ISLANDS - PHASE 1B VILLAGE Q

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 3 OF TRACT 3838 (43 M&P 12)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018



LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788", UNLESS OTHERWISE NOTED
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- ⊙ MONUMENT TO BE SET PER (R13)
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- 200.00' (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (M-PL) MONUMENT TO PROPERTY LINE
- (T) TOTAL
- (B) BOUNDARY
- CL CENTERLINE
- D.N. DOCUMENT NUMBER
- (M-BC) MONUMENT TO BEGINNING OF CURVE
- P.U.E. PUBLIC UTILITY EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY LINE
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- ④ 5/8" REBAR WITH CAP "PLS 7788" PER (R12)
- ⑤ 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R12)
- ⑥ DENOTES WITNESS CORNER ON 3 FOOT OFFSET ALONG THE SIDE PROPERTY LINE PER (R12)



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 7 THROUGH 11 ONLY

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N44°20'06"W	1.32'
L2	N44°20'06"W	9.63'
L3	N75°18'05"W	5.83'
L4	N43°58'07"E	51.65'
L5	EAST	2.15'
L6	N76°19'19"E	40.03'
L7	N0°04'15"W	34.61'
L8	N4°41'52"W	35.05'
L9	N59°07'32"E	30.39'
L10	N30°03'39"W	40.03'
L11	N23°07'50"E	36.68'
L12	N89°58'45"W	34.69'
L13	N81°51'31"E	29.82'
L14	N45°39'54"E	49.22'
L15	N23°07'50"E	36.68'
L16	N66°21'48"W	6.09'
L17	N43°52'36"W	14.99'
L18	N43°52'36"W	50.25'
L19	N45°00'32"W	24.05'
L20	N1°58'58"W	37.22'
L21	N40°45'10"E	7.96'
L22	N40°45'10"E	35.35'
L23	N81°03'08"E	30.70'
L24	EAST	2.15'
L25	N44°51'21"E	52.99'
L26	N20°22'25"W	50.00'
L27	N24°15'50"E	40.35'
L28	N20°00'11"W	50.00'
L29	N37°08'10"E	21.97'
L30	N22°21'18"E	19.02'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	250.00	22°58'34"	100.32'
C2	250.00	23°07'50"	100.93'
C3	250.00	20°51'17"	91.00'
C4	250.00	6°49'02"	29.75'
C5	220.00	6°36'36"	25.38'
C6	330.00	18°06'06"	104.26'
C7	410.00	6°33'00"	46.87'
C8	220.00	6°44'52"	25.91'
C9	317.00	4°41'00"	25.91'
C10	280.00	14°08'17"	69.09'
C11	280.00	13°17'51"	64.98'
C12	280.00	13°04'10"	63.87'
C13	280.00	5°37'06"	27.46'
C14	310.00	12°02'10"	65.12'
C15	310.00	5°31'08"	29.86'
C16	280.00	6°08'05"	29.98'
C17	500.00	9°05'17"	79.31'
C18	560.00	5°08'18"	50.22'
C19	560.00	1°04'25"	10.49'
C20	280.00	5°28'01"	26.72'
C21	220.00	1°35'27"	6.11'
C22	50.00	16°01'34"	13.99'
C23	17.00	50°52'40"	15.10'
C24	220.00	12°25'32"	47.71'
C25	3130.00	0°48'33"	44.20'
C26	280.00	8°45'58"	42.84'
C27	17.00	41°26'11"	12.29'
C28	50.00	13°21'50"	11.66'
C29	280.00	7°01'45"	34.35'
C30	220.00	1°02'05"	3.97'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C31	240.00	2°56'47"	12.34'
C32	220.00	12°19'44"	47.34'
C33	50.00	45°21'58"	39.59'
C34	17.00	47°20'53"	14.05'
C35	220.00	7°28'45"	28.72'
C36	280.00	1°18'10"	6.37'
C37	17.00	44°07'18"	13.09'
C38	330.00	10°27'48"	60.26'
C39	330.00	7°38'18"	43.99'
C40	220.00	14°00'56"	53.82'
C41	280.00	15°47'43"	77.19'
C42	210.00	21°22'4"	8.09'
C43	210.00	6°46'48"	24.85'
C44	560.00	5°09'15"	50.38'
C45	560.00	5°49'48"	56.98'
C46	210.00	8°59'14"	32.94'
C47	560.00	6°12'43"	60.71'

NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
2. SEE SHEET 3 FOR EXISTING EASEMENTS, EASEMENT REFERENCE LIST AND BASIS OF BEARINGS.
3. SEE SHEET 7 FOR LEGEND.

TRACT 3938
RIVER ISLANDS - PHASE 1B
VILLAGE Q

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 3 OF TRACT 3838 (43 M&P 12)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018

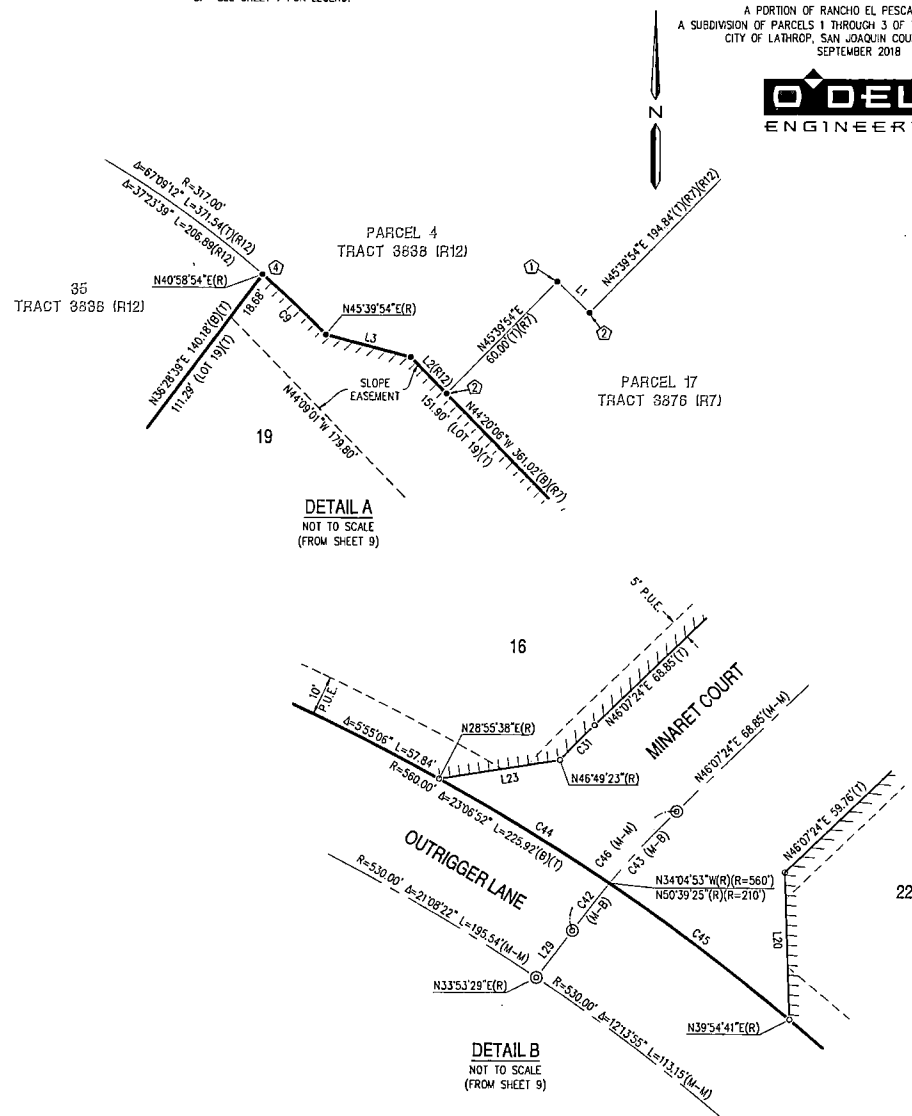
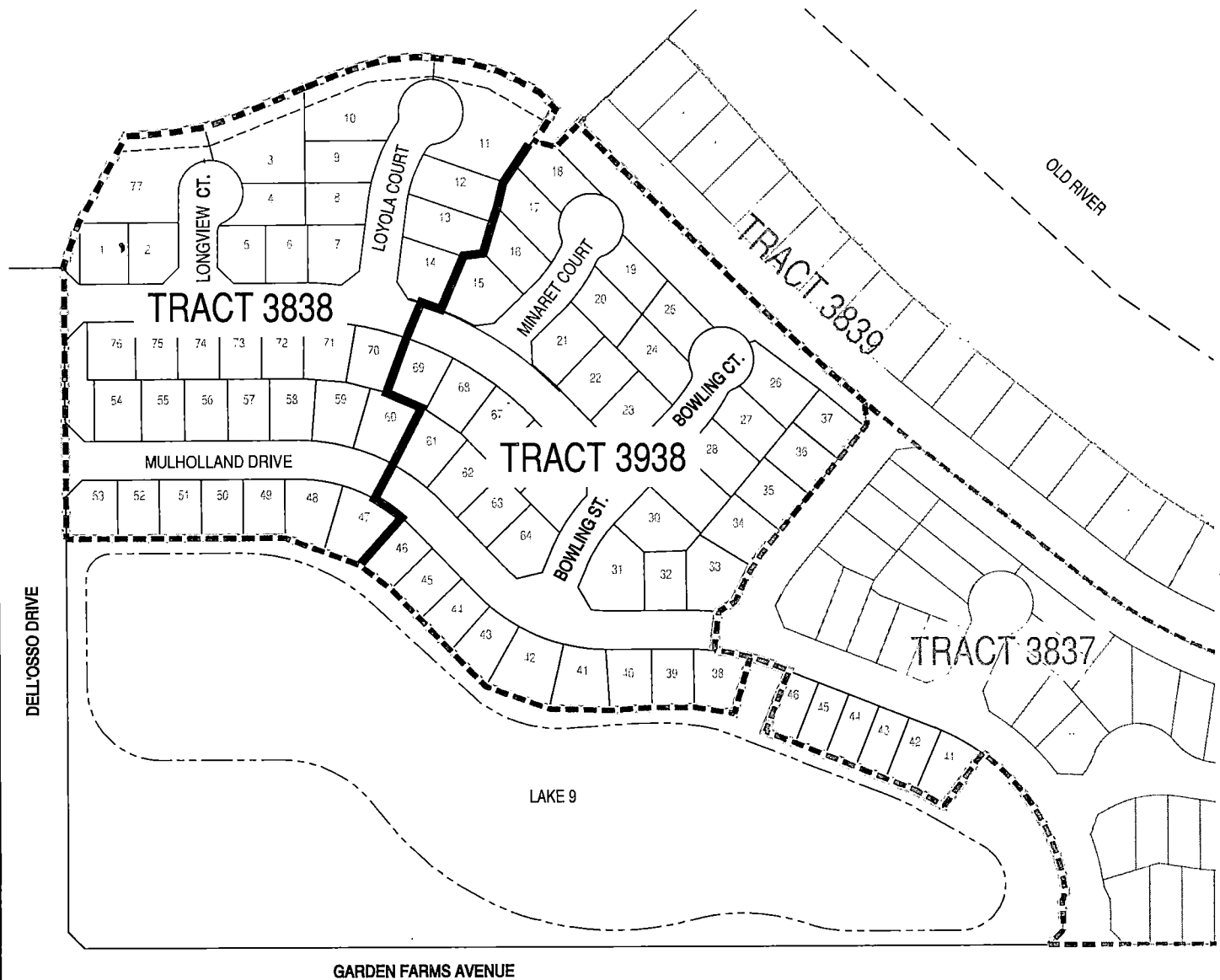


EXHIBIT B

ADJACENT TRACTS TO TRACT 3938



NOTE: TRACTS 3838 AND 3938 COMPRISE VILLAGE Q



ATTACHMENT B
Village "Q"
Vicinity Map
OCTOBER 2017

EXHIBIT C

CITY INSURANCE REQUIREMENTS

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/07/2018

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

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

PRODUCER Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
INSURED River Islands Development, LLC 73 W Stewart Rd Lathrop, CA 95330		INSURER(S) AFFORDING COVERAGE INSURER A: United Specialty Insurance Company INSURER B: Starr Surplus Lines Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 12537 13604	

COVERAGES

CERTIFICATE NUMBER: W7439341

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	ATN-SF1811644P	03/19/2018	03/19/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000			
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$			
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		BTN1814514W	03/19/2018	03/19/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 3,000,000			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A	N/A	1000024047	03/19/2018	03/19/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$			
B	Excess Liability					Each Occ/Agg: 7,000,000.00			

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

RE: Tract 3989 River Islands- Stage 2A Village U.

The City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are Additional Insureds as respects the General Liability policy.

The Insurance coverage afforded by this policy shall be Primary Insurance as respects to the City of Lathrop, its

CERTIFICATE HOLDER

CANCELLATION

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

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Insurance Services of California, Inc.		NAMED INSURED River Islands Development, LLC 73 W Stewart Rd Lathrop, CA 95330	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

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 as respects the insured's operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	River Islands @ Lathrop Development
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

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

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY

USIC VEN 016 11 10 07

**Named Insured: River Islands Development, LLC
Policy Number: ATN-SF1811644P**

**PRIMARY AND NON-CONTRIBUTING INSURANCE
(Third Party's Sole Negligence)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to Section IV – Commercial General Liability Conditions, Paragraph 4:

Section IV: Commercial General Liability Conditions

4. Other Insurance:

- d. Notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph 4, with respect to the Third Party shown below, it is understood and agreed that in the event of a claim or "suit" arising out of the Named Insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies is:

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

Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third party for whom you are performing work."

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

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

USIC VEN 078 03 11 07

**Named Insured: River Islands Development, LLC
Policy Number: ATN-SF1811644P**

THIRD PARTY CANCELLATION NOTICE

This endorsement shall not serve to increase our limits of insurance, as described in **SECTION III - LIMITS OF INSURANCE.**

This endorsement modifies 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 Days

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

EXHIBIT D

COHEN/PARADISE/STEWART REHABILITATION MAP

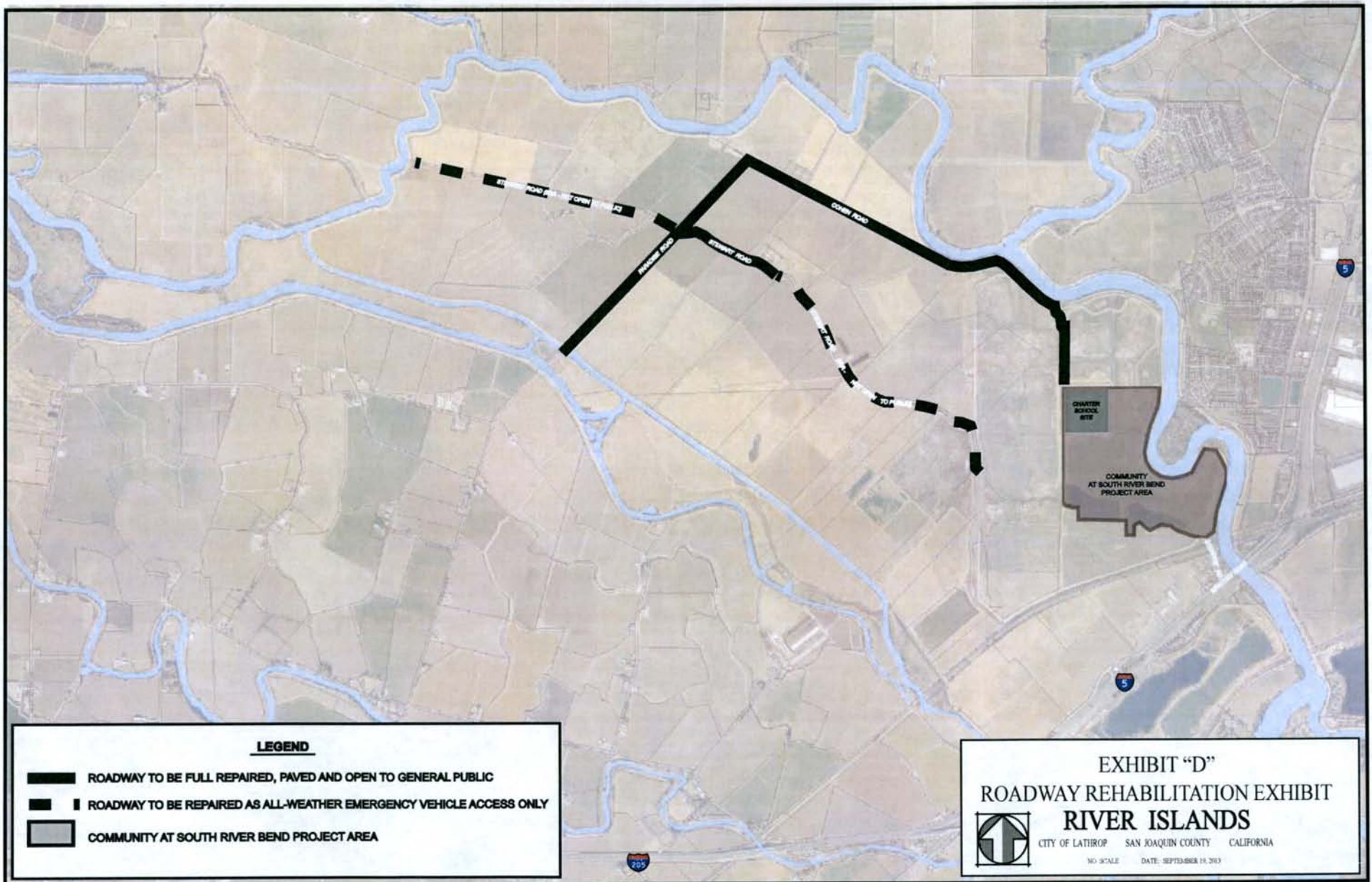


EXHIBIT E

ENGINEER'S ESTIMATE – VILLAGE "Q"

ENGINEER'S PRELIMINARY COST ESTIMATE
TRACT 3838 (76 LOTS)
PHASE 1B
RIVER ISLANDS
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

May 25, 2016
Job No.: 25502-17

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	210,000	SF	\$ 0.45	\$ 94,500.00
2	3" AC Paving	50,000	SF	\$ 1.50	\$ 75,000.00
3	4.5" AC Paving	64,300	SF	\$ 2.25	\$ 144,675.00
4	6" Aggregate Base	50,000	SF	\$ 0.90	\$ 45,000.00
5	8" Aggregate Base	64,300	SF	\$ 1.20	\$ 77,160.00
6	Vertical Curb and Gutter <i>(with AB cushion)</i>	480	LF	\$ 13.00	\$ 6,240.00
7	Rolled Curb and Gutter <i>(with AB cushion)</i>	6,180	LF	\$ 13.00	\$ 80,340.00
8	Concrete Sidewalk	31,500	SF	\$ 4.00	\$ 126,000.00
9	Driveway Approach	72	EA	\$ 400.00	\$ 28,800.00
10	Handicap Ramps	10	EA	\$ 1,400.00	\$ 14,000.00
11	Survey Monuments	26	EA	\$ 300.00	\$ 7,800.00
12	Traffic Striping & Signage	3,430	LF	\$ 5.00	\$ 17,150.00
13	Remove Existing Street Barricade	3	EA	\$ 500.00	\$ 1,500.00
Subtotal Street Work					\$ 718,165.00
<u>STORM DRAIN</u>					
14	Catch Basins <i>(type A inlet)</i>	6	EA	\$ 2,400.00	\$ 14,400.00
15	Catch Basins <i>(type A inlet over type I manhole base)</i>	11	EA	\$ 2,800.00	\$ 30,800.00
16	Catch Basins <i>(type A inlet over type II manhole base)</i>	3	EA	\$ 3,300.00	\$ 9,900.00
17	15" Storm Drain Pipe	1,010	LF	\$ 34.00	\$ 34,340.00
18	18" Storm Drain Pipe	260	LF	\$ 46.00	\$ 11,960.00
19	24" Storm Drain Pipe	920	LF	\$ 80.00	\$ 73,600.00
20	30" Storm Drain Pipe	230	LF	\$ 85.00	\$ 19,550.00
21	36" Storm Drain Pipe	250	LF	\$ 110.00	\$ 27,500.00
22	Connect to Existing	2	EA	\$ 1,700.00	\$ 3,400.00
Subtotal Storm Drain					\$ 211,050.00
<u>SANITARY SEWER</u>					
23	8" Sanitary Sewer Pipe	3,270	LF	\$ 25.00	\$ 81,750.00
24	Manholes	19	EA	\$ 2,000.00	\$ 38,000.00
25	Sewer Service	72	EA	\$ 650.00	\$ 46,800.00
26	Connect to Existing	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Sanitary Sewer					\$ 167,550.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
27	8" Water Line <i>(including all appurtenances)</i>	3,430	LF	\$ 30.00	\$ 102,900.00
28	Water Service	70	EA	\$ 2,000.00	\$ 140,000.00
29	Fire Hydrants	7	EA	\$ 4,000.00	\$ 28,000.00
30	Connect to Existing	3	EA	\$ 2,500.00	\$ 7,500.00
31	Water Plug & Stub	4	EA	\$ 1,000.00	\$ 4,000.00
Subtotal Water Supply					\$ 282,400.00
<u>ELECTRICAL</u>					
32	Electroliers <i>(assumed every 150')</i>	23	EA	\$ 5,000.00	\$ 115,000.00
33	Joint Trench	3,430	LF	\$ 125.00	\$ 428,750.00
Subtotal Electrical					\$ 543,750.00
<u>MISCELLANEOUS</u>					
34	Parkway Landscape Strip	43,300	SF	\$ 5.00	\$ 216,500.00
35	Neighborhood Park A <i>(Parcel N3)</i>	226,500	SF	\$ 7.00	\$ 1,585,500.00
36	Landscape <i>(Parcel A38)</i>	6,500	SF	\$ 5.00	\$ 32,500.00
37	Landscape <i>(Parcel A44)</i>	32,700	SF	\$ 5.00	\$ 163,500.00
38	Landscape <i>(Parcel A66)</i>	32,200	SF	\$ 5.00	\$ 161,000.00
Subtotal Miscellaneous					\$ 2,159,000.00
SUBTOTAL CONSTRUCTION COST					\$ 4,081,915.00
20% CONTINGENCY					\$ 816,383.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 4,898,000.00
COST PER LOT					\$ 48,495.00

EXHIBIT F
LETTER OF GUARANTEE FOR EAST VILLAGE TRACTS

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

**73 W. STEWART ROAD
LATHROP, CALIFORNIA 95330**

TEL: (209) 879-7900

April 23, 2018

Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Subject: Substitution of Security – Unfinished Improvements within Stage 1B of River Islands at Lathrop (“Set-Aside Letter”)

Dear Glenn:

As you are aware, River Islands Development, LLC (“Developer”) has recently substantially completed improvements within most of the tracts (villages) of the East Village District of River Islands, as well as Village G within the Community at South River Bend area. All but one of these tracts have performance and labor and materials bonds that have been posted by the Developer with associated Subdivision Improvement Agreements and/or Encroachment Permits (“Previous Security”). Tract 3835 (Village N) has not yet associated with a final map filing and therefore, does not have performance bonds posted. However, since a map is imminent for this area, this Set-Aside Letter would cover this tract as well.

RIPFA is providing the set-aside letter in behalf of the Developer since RIPFA has provided the public funding for the construction of the improvements with issuance of bonds and resulting proceeds from RIPFA Community Facilities Districts (CFDs), including CFD 2015-1. Construction of the improvements has been performed either by the Developer through an acquisition agreement with RIPFA or by public bid of Reclamation District 2026, a member agency of RIPFA. The City entered into a Joint Community Facilities Agreement (JCFA) with RIPFA in November 2015, which provides the process to which the City accept these improvement for public use.

Since the Previous Security covered all or a majority of the value of improvements necessary to be constructed, the Developer feels it is unnecessary to carry the cost to maintain the cost of the Previous Security, since only thermoplastic striping remains for full completion and ultimate City acceptance of the improvements. As a result, the Developer has requested the Authority provide alternative security for the remaining unfinished improvements in-lieu of Previous Security previously provided to the City. We believe that that this “set-aside” letter will provide adequate guarantee to the City for items listed below.

This Set-Aside Letter would be substituted for security previously provided and in-lieu of security required for Village N as follows:

Bond Description	Bond Number	Performance Bond Amount	Labor & Mat. Bond Amount	Remaining Improvements Value	Set-Aside Security Amount
Tract 3840, et. al. (Village G)	SU1124681	\$775,000.00	\$775,000	\$6,440	\$11,592
Tract 3873, et. al. (Village A)	SU1124682	\$2,742,000.00	\$2,742,000.00	\$4,440	\$7,992
Tract 3828, et. al. (Village F)	0681483	\$356,160.00	\$ 178,080		
Tract 3826, et. al. (Villages D&E)	0681484	\$1,119,720.00	\$ 559,860	\$4,365	\$7,857
Tract 3832, et. al. (Villages J&K)	0681485	\$2,070,480.00	\$1,035,240	\$1,430	\$2,574
Tract 3834, et. al. (Village M)	0681491	\$2,237,040.00	\$1,118,520	\$1,905	\$3,429
Tract 3836, et. al. (Village O)	0681492	\$656,040.00	\$328,020	\$2,405	\$4,329
Tract 3829, et. al. (Village H)	0681490	\$444,480	\$222,240	\$1,820	\$3,276
Tract 3838, et. al. (Village Q)	0681502	\$190,800	\$95,400	\$1,905	\$3,429
Tract 3835 (Village N)	N/A	N/A	N/A	\$4,673	\$8,411
Total Amount of Set-Aside Letter					\$52,889

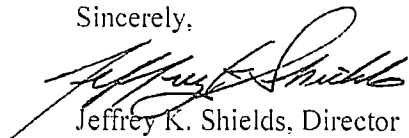
This Set-Aside Letter would provide security for 180% of the value of total remaining thermoplastic striping for all affected tracts.

Under the terms of this Letter of Guarantee, RIPFA shall hold the funds as stated herein in a restricted account until December 31, 2018, or until such time that all striping within the tracts are completed and the final improvements accepted, whichever comes first. Should all of the improvements not be accepted by the City by December 31, 2018 and the deadline is not extended by the City, RIPFA shall cause one of the following to occur:

1. RIPFA shall use the funds set aside in the Improvement Fund to complete the remaining thermoplastic striping under existing contracts to perform the work within 180 days; or
2. RIPFA shall withdraw the funds from the set aside monies in the Improvement Fund and, by January 15, 2019, provide these funds to perform the work.

RIPFA shall retain the discretion to choose between the two options as outlined above. As confirmation of the terms and conditions of this Letter of Guarantee, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at number shown.

Sincerely,



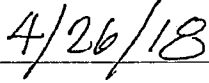
Jeffrey K. Shields, Director
River Islands Public Financing Authority

cc: Susan Dell'Osso, Project Director, River Islands Development, LLC
William C. Scott, Chief Finance Officer, River Islands Development, LLC
John Peck, Construction Manager, River Islands Development, LLC
Michael Krill, Controller, River Islands Development, LLC

I Accept in Behalf of the City of Lathrop the Terms and Conditions
of this Letter of Guarantee:



Glenn R. Gebhardt, City Engineer



Date

EXHIBIT G

IRREVOCABLE OFFER OF DEDICATION – MULHOLLAND DRIVE

COPY

COPY

Recording Requested by, and
Please Return to:

City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

*This Instrument Benefits City Only.
No Fee Required.*

This is to certify that this is a full,
true and correct copy of the
original instrument.

OLD REPUBLIC TITLE COMPANY

By: *Karen Sayles*

Date: November 30, 2017

Instrument No: 2017-139797

This Space Above for Recorder's Use Only

**IRREVOCABLE OFFER OF DEDICATION OF EASEMENT
FOR PUBLIC ROADWAY PURPOSES AND PUBLIC UTILITY EASEMENT
(TRACT 3838 – OFFSITE ROADWAY DEDICATION – MULHOLLAND DRIVE)**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, River Islands Development, LLC, a California limited liability company, hereby grant(s) to the CITY OF LATHROP, a municipal corporation in the County of San Joaquin, State of California, an easement for ingress, egress and road purposes, and a public utility easement (PUE), over and across the hereinafter described real property situated in City of Lathrop and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California, and may be accepted at any time by the City Engineer of the City of Lathrop. This Offer of Dedication may be terminated, and right to accept such offer abandoned in the same manner as is prescribed for the vacation of streets or highways by Part 3 of Division 9, or Chapter 2 of Division 2 of the Streets and Highways Code of the State of California, whichever is applicable.

The above described easement is to be kept open, clear and free from buildings and structures of any kind. This Offer of Dedication shall be irrevocable and shall be binding on the Grantor's heirs, executors, administrators, successors and assigns.

SIGNATURES:

Signed this 31st day of October, 2017

RIVER ISLANDS DEVELOPMENT, LLC
a California limited liability company

By: *Susan Dell'Osso*

Name: Susan Dell'Osso

Its: Vice President and Secretary

(Notary Acknowledgment Required for Each Signatory)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

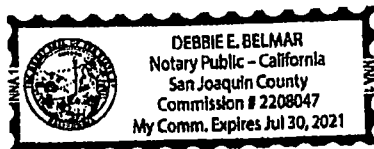
CIVIL CODE § 1189

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 October 31, 2017 before me, Debbie E. Belmar, a Notary Public,
Date

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:



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

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer -- Title(s): _____

☐ Partner -- ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer -- Title(s): _____

☐ Partner -- ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION
OFFSITE ROADWAY DEDICATION AND ADJACENT PUBLIC UTILITY EASEMENT
(MULHOLLAND DRIVE)

(See Attached)

SEPTEMBER 19, 2017
JN 25501

EXHIBIT A
LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION FOR RIGHT-OF-WAY PURPOSES
AND ADJACENT PUBLIC UTILITY EASEMENT
TRACT 3838 (OFFSITE ROADWAY DEDICATION- MULHOLLAND DRIVE)
RIVER ISLANDS
LATHROP, CALIFORNIA

CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 15, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT 3876, RIVER ISLANDS, PHASE 1B, LARGE LOT FINAL MAP", FILED MARCH 31, 2016, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 56, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ROADWAY EASEMENT (IOD):

BEGINNING AT A POINT ON THE WEST LINE OF SAID PARCEL 15 (42 M&P 56), SAID POINT BEING AT THE WESTERLY TERMINUS OF COURSE L140, LABELED AS "EAST 74.00 FEET", AS SAID COURSE IS SHOWN ON SHEET 13 OF SAID MAP OF TRACT 3876;

THENCE, LEAVING SAID POINT OF BEGINNING, ALONG THE WESTERLY LINE OF SAID PARCEL 15, AS SHOWN ON SAID MAP, THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 16.31 FEET,
- 2) ALONG THE ARC OF A TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 313.00 FEET, THROUGH A CENTRAL ANGLE OF 05°10'05", AN ARC DISTANCE OF 28.23 FEET,
- 3) ALONG THE ARC OF A REVERSE CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 87.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 84°49'55" WEST, THROUGH A CENTRAL ANGLE OF 12°20'03", AN ARC DISTANCE OF 18.73 FEET, AND
- 4) ALONG THE ARC OF A REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 87.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 82°50'02" EAST, THROUGH A CENTRAL ANGLE OF 21°30'48", AN ARC DISTANCE OF 32.67 FEET;

THENCE, CONTINUING ALONG SAID WESTERLY LINE, AND ITS NORTHWESTERLY PROLONGATION, ALONG THE ARC OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 320.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 75°39'10" EAST, THROUGH A CENTRAL ANGLE OF 54°07'23", AN ARC DISTANCE OF 302.28 FEET;

THENCE, NORTH 68°28'13" WEST 271.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 350.00 FEET, AS SAID CURVE IS SHOWN ON SHEET 13 OF SAID MAP, AS CURVE NUMBER C54, SAID CURVE BEING ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 15;

THENCE, ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 15, AS SHOWN ON SAID MAP, ALONG THE ARC OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 350.00 FEET, THROUGH A CENTRAL ANGLE OF 15°01'06", AN ARC DISTANCE OF 91.74 FEET TO AN ANGLE POINT IN THE WESTERLY LINE OF SAID PARCEL 15;

EXHIBIT A
IRREVOCABLE OFFER OF DEDICATION & PUE
FOR OFF-SITE ROADWAY PURPOSES- MULHOLLAND DRIVE
FOR TRACT 3838

SEPTEMBER 19, 2017
JN 25501

THENCE, ALONG SAID WESTERLY LINE AS SHOWN ON SAID MAP, NORTH 06°46'28" EAST 60.00 FEET TO AN ANGLE POINT THEREOF, SAID POINT HEREINAFTER REFERRED TO AS POINT 'A';

THENCE, LEAVING SAID WESTERLY LINE, ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 410.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 06°33'00" EAST, THROUGH A CENTRAL ANGLE OF 14°58'47", AN ARC DISTANCE OF 107.19 FEET;

THENCE, SOUTH 68°28'13" EAST 271.39 FEET;

THENCE, ALONG THE ARC OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 380.00 FEET, THROUGH A CENTRAL ANGLE OF 54°57'30", AN ARC DISTANCE OF 364.50 FEET;

THENCE, ALONG THE ARC OF A REVERSE CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 113.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 76°29'17" WEST, THROUGH A CENTRAL ANGLE OF 10°34'41", AN ARC DISTANCE OF 20.86 FEET;

THENCE, ALONG THE ARC OF A REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 113.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 65°54'36" EAST, THROUGH A CENTRAL ANGLE OF 19°17'14", AN ARC DISTANCE OF 38.04 FEET;

THENCE, ALONG THE ARC OF A COMPOUND CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 387.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 85°11'50" EAST, THROUGH A CENTRAL ANGLE OF 04°48'10", AN ARC DISTANCE OF 32.44 FEET;

THENCE, SOUTH 16.31 FEET TO AN ANGLE POINT IN THE SOUTHERLY LINE OF SAID PARCEL 15, AS SHOWN ON SAID MAP;

THENCE, ALONG SAID SOUTHERLY LINE, WEST 74.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1.13 ACRES, MORE OR LESS.

TOGETHER WITH A PUBLIC UTILITY EASEMENT, DESCRIBED AS FOLLOWS:

BEGINNING AT AFORESAID POINT 'A';

THENCE, ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 410.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 06°33'00" EAST, THROUGH A CENTRAL ANGLE OF 14°58'47", AN ARC DISTANCE OF 107.19 FEET;

THENCE, SOUTH 68°28'13" EAST 271.39 FEET;

THENCE, ALONG THE ARC OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 380.00 FEET, THROUGH A CENTRAL ANGLE OF 48°11'34", AN ARC DISTANCE OF 319.63 FEET;

THENCE, NORTH 20°50'12" EAST 14.96 FEET;

EXHIBIT A
IRREVOCABLE OFFER OF DEDICATION & PUE
FOR OFF-SITE ROADWAY PURPOSES- MULHOLLAND DRIVE
FOR TRACT 3838

SEPTEMBER 19, 2017
JN 25501

THENCE, ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 390.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 68°03'59" EAST, THROUGH A CENTRAL ANGLE OF 46°32'12", AN ARC DISTANCE OF 316.77 FEET;

THENCE, NORTH 68°28'13" WEST 271.39 FEET;

THENCE, ALONG THE ARC OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 420.00 FEET, THROUGH A CENTRAL ANGLE OF 13°13'54", AN ARC DISTANCE OF 96.99 FEET TO THE WESTERLY LINE OF SAID PARCEL 15;

THENCE, ALONG SAID WESTERLY LINE, AS SHOWN ON SAID MAP, SOUTH 59°07'32" WEST 16.13 FEET TO SAID POINT OF BEGINNING.

CONTAINING 6,916 SQUARE FEET, MORE OR LESS.

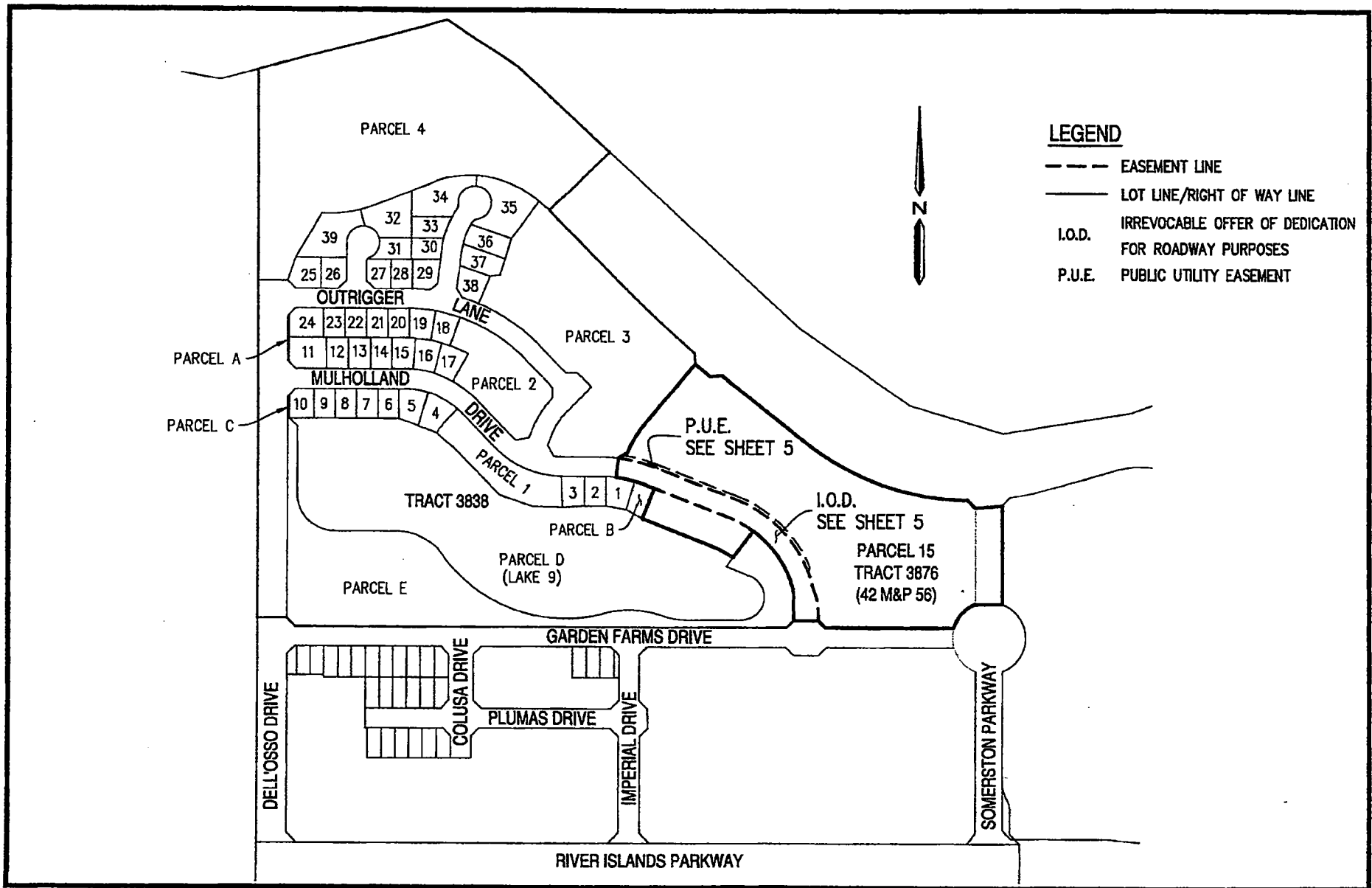
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

Paul Kittredge
PAUL KITTREDGE
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 5790

10/27/17
DATE





SCALE: 1" = 400'

DRAWN BY: PK

FILE: 25501 PLAT_TRACT 3838-IOD-4.DWG

DATE: 10/27/2017 SHEET: 4 OF 5

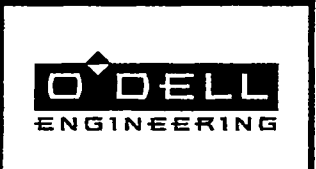
EXHIBIT A

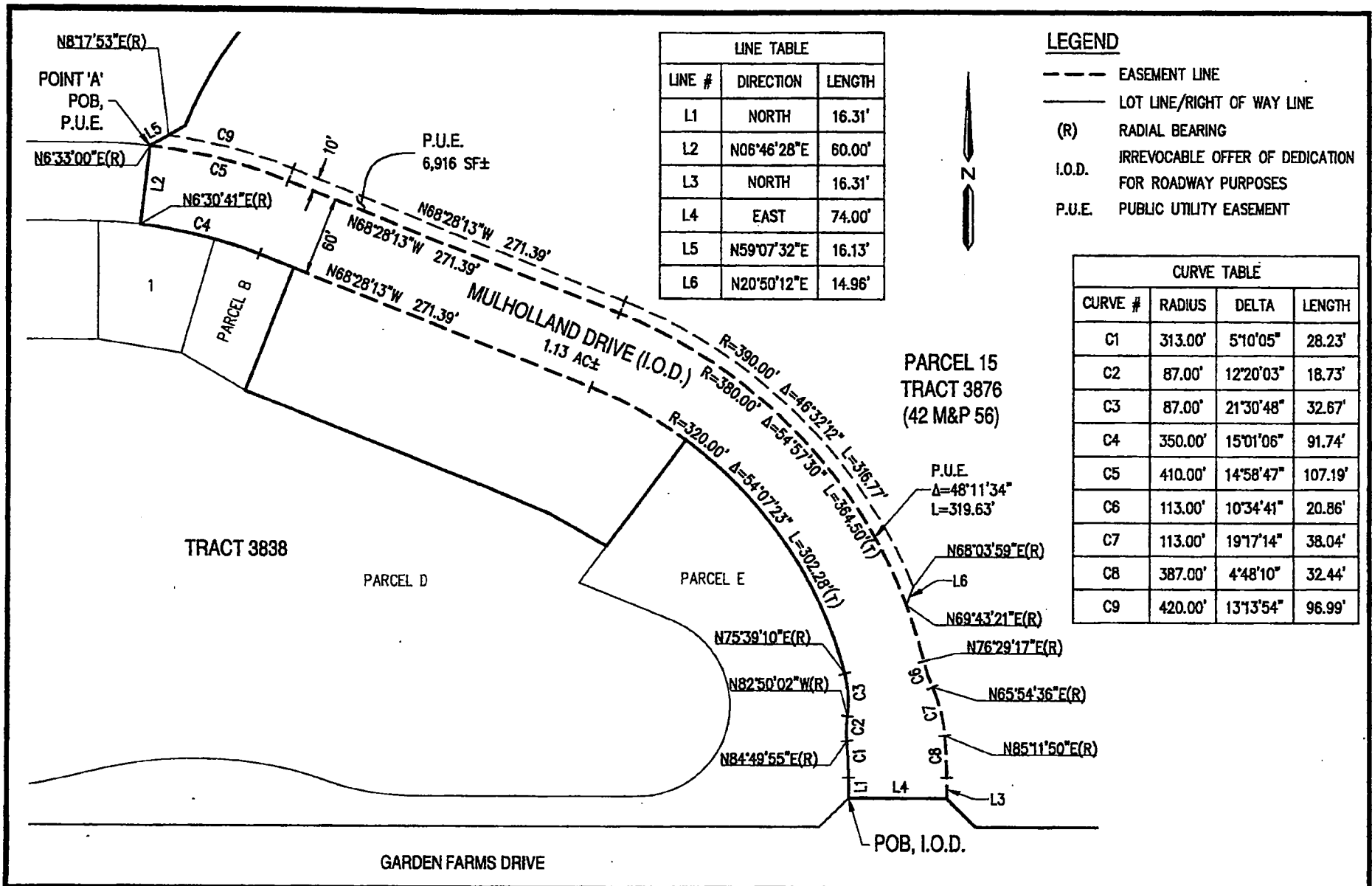
RIVER ISLANDS

TRACT 3838- OFFSITE ROADWAY EASEMENT

IRREVOCABLE OFFER OF DEDICATION- MULHOLLAND DRIVE

CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA





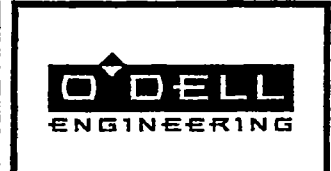
SCALE: 1" = 100'

DRAWN BY: PK

FILE: 25501 PLAT_TRACT 3838-IOD-5.DWG

DATE: 10/27/2017 SHEET: 5 OF 5

EXHIBIT A
RIVER ISLANDS
TRACT 3838- OFFSITE ROADWAY EASEMENT
IRREVOCABLE OFFER OF DEDICATION- MULHOLLAND DRIVE
CITY OF LATHROP
SAN JOAQUIN COUNTY
CALIFORNIA





Office of the City Clerk

390 Towne Centre Dr. - Lathrop, CA 95330
Phone (209) 941-7230 - fax (209) 941-7229
www.ci.lathrop.ca.us

November 6, 2017

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed for an Irrevocable Offer of Dedication of Easement for **PUBLIC ROADWAY PURPOSES AND PUBLIC UTILITY EASEMENT (TRACT 3838-OFFSITE ROADWAY DEDICATION- MULHOLLAND DRIVE)** from River Islands Development, LLC, a California limited liability company (attached), dated October 31, 2017, to the City of Lathrop, a general law municipal corporation and governmental agency in the County of San Joaquin, State of California, is hereby accepted by the undersigned officer on behalf of the City Council pursuant to authority conferred by Resolution NO. 90-72, of the City Council adopted on September 26, 1990, and the duly authorized officer.

By: Teresa Vargas 11/7/17
Teresa Vargas, City Clerk Date



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

ATTACHMENT 12

October 8, 2018

Via Email and First Class Mail

Old Republic Title Company
3558 Deer Park Drive, Suite 103
Stockton, CA 95219
Attn: Karen Sayles

Re: Recordation of Final Map 3938; Escrow No. 1614020004

Dear Karen:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Development, LLC, a California limited liability company ("**RID**"), and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The 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 RID 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, 2018, at the time designated in writing by RID, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 2019, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Documents

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

- One original Final Map for Tract 3938, executed and acknowledged by the City.

The document(s) listed above are referred to as the "**Recordation Documents**." The Recordation Documents shall be recorded in the order referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

Prior to recording the Recordation Documents, please confirm that you have received copies or originals of the following documents: (i) Unanimous Approval of Annexation to a Community Facilities District and Related Matters, City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities); (ii) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing

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

Authority Community Facilities District No. 2013-1 (River Islands Public Services); (iii) Consent to, and Ballot in favor of, Annexation of Real Property to Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance); and (iv) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental). The original City of Lathrop Unanimous Approval must be delivered to the City of Lathrop. The original Consents and Ballots for River Islands Public Financing Authority CFD Nos. 2013-1 and 2016-1 and Island Reclamation District No. 2013-1 must be delivered to Karna Harrigfeld 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), Kristin Harvey at NBS (kharvey@nbsgov.com), Cindy Yan at Goodwin Consulting Group (cindy@goodwinconsultinggroup.net), Susan Dell'Oso (sdelloso@riverislands.com) and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of all documents.

C. Funds and Settlement Statement

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

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 set forth below:

- The amount of **\$24,177.36**, 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 **\$3,076** multiplied by **7.86 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: Susan Dell'Oso (sdelloso@riverislands.com), Debbie Belmar (dbelmar@riverislands.com), Stephen Salvatore (ssalvatore@ci.lathrop.ca.us), Salvador Navarrete (snavarrete@ci.lathrop.ca.us), Cari James (cjames@ci.lathrop.ca.us) and Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), and have confirmation (by telephone or email) from

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

Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt that the Settlement Statement is accurate and acceptable.

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

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

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

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

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

E. Closing Process and Priorities

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

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

E.2. Record the Recordation Documents in the Official Records.

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

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

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

E.5. Notify Susan Dell'Osso, Debbie Belmar, Stephen Salvatore, Glenn Gebhardt 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

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

Dell'Osso, River Islands Development, LLC, 73 W. Stewart Road, Lathrop, CA 95330;
and (2) Mr. Salvador Navarrete, City Attorney, City of Lathrop, 390 Towne Centre Drive,
Lathrop, CA 95330:

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

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

F. Additional Instructions

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

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

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

Very truly yours,

Stephen J. Salvatore
City Manager
City of Lathrop

Susan Dell'Osso
President
River Islands Development, LLC

**ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:**

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

Old Republic Title Company

By: _____
Its: _____
Date: _____

**CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVAL OF FINAL MAP AND SUBDIVISION
IMPROVEMENT AGREEMENT (SIA) FOR 50 LOTS IN
TRACT 3989 VILLAGE "U" WITHIN LAKESIDE EAST
DISTRICT OF RIVER ISLANDS**

**RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 3989
Village "U" within the Lakeside East District, Totaling
50 Single-Family Lots, Subdivision Improvement
Agreement with River Islands Development, LLC,
Irrevocable Offer of Dedication for portion of Marina
Drive from Dell'Osso Drive to Oberlin Avenue and
Annexation No. 9 for City of Lathrop Community
Facilities District for Villages T, U, V, Y, AA and BB.**

SUMMARY:

On June 1, 2015, the City approved an amendment to Vesting Tentative Map Tract 3694 (VTM 3694), Phase 1 of River Islands at Lathrop that revised conditions of approval for new development within Phase 1. On July 18, 2018, the Lathrop Planning Commission approved a Neighborhood Design Plan and Architectural Guidelines, and Design Standards (AG/DS) for the Lakeside East District (also known as "Stage 2A") within Phase 1.

This proposed Final Map Tract 3989 for Van Daele Homes (Builder) will be the first tract map within the Village "U" area and the first for the Lakeside East District (Stage 2A). They are proposing fifty (50) 42' x 100' single-family lots. A Vicinity Map is included as Attachment B.

Staff recommends that the City Council approve the proposed final map for Tract 3989 Village "U" within the Lakeside East District, Totaling 50 Single-Family Lots, Subdivision Improvement Agreement with River Islands Development, LLC, Irrevocable Offer of Dedication for portion of Marina Drive from Dell'Osso Drive to Oberlin Avenue and Annexation No. 9 for City of Lathrop Community Facilities District for Villages T, U, V, Y, AA and BB.

BACKGROUND:

On March 27, 2007, the City Council approved VTM 3694 and amended VTM 3694 on June 1, 2015, with updated conditions of approval. Tract 3989 as proposed by RID, as the subdivider, complies with the most current conditions of approval.

The land for Tract 3989 is within the geographic boundaries of VTM 3694 (Phase 1) first approved by Council on March 27, 2007, and amended on June 1, 2015, with updated conditions of approval.

OCTOBER 8, 2018, CITY COUNCIL REGULAR MEETING**FINAL MAP FOR TRACT 3989 VILLAGE "U" TOTALING 50 SINGLE-FAMILY LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC**

On August 25, 2016, the City Community Development Department approved a Finding of Substantial Conformance for VTM 3694 for the Stage 2A sub-planning area. This action allowed minor changes in the land use pattern for VTM 3694 at the request of River Islands Development, LLC (RID).

On July 9, 2018, the City Council approved Tract 3908, a large lot final map consistent with conditions of approval for VTM 3694. This large lot final map creates large "blocks" of land that are consistent with future proposed small lot final maps associated with the planning of the Lakeside East District. This provides RID the ability to process small lot final maps in an orderly fashion where one small map does not depend on another. The approval of Tract 3908 also required the posting of security for the construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary which provides the primary access from the existing River Islands development to Village U and the rest of the Stage 2A sub-planning area.

On July 18, 2018, the Lathrop Planning Commission approved a Neighborhood Design Plan and Architectural Guidelines, and Design Standards (AG/DS) for the Lakeside East District (also known as "Stage 2A") within Phase 1. While the NDP contains conceptual guidance on parks within Lakeside East, a Master Parks Plan amendment that includes revisions to parks and open space to the Stage 2A area is tentatively scheduled for Planning Commission action at its meeting on October 17, 2018.

A Master Parks Plan amendment that includes revisions to parks and open space to the Stage 2A area is pending Planning Commission action at its meeting on October 17, 2018

Village "U" is the first tract map in the Stage 2A area, it will need two points of access to public streets. With the filing of Tract 3908 (large lot map), River Islands Parkway has been dedicated as public right of way through Stage 2A and will provide primary access via Oberlin Avenue to Village "U." For secondary access, an Irrevocable Offer of Dedication ("IOD") will be necessary for the portion of Marina Drive from Dell'Osso Drive to Oberlin Avenue. The IOD has been included as an exhibit to the SIA and to the escrow instructions for recordation as part of the final map package. Mariana Drive is expected to be dedicated as part of the adjacent tract, but if that does not occur before homes are occupied in Tract 3938, the City will accept the IOD.

As with all new development within Phase 1 of River Islands, Village "U" will need to be annexed to the three different Community Facilities Districts (CFD's) for maintenance purposes. The CFDs are for the City, RD 2062 and River Islands Public Financing Authority (RIPFA) respectively. The applicant has signed the appropriate documentation to commit to the annexations and the final map recordation is contingent on the annexations.

As required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee certain off-site and on-site improvements. As a result, the SIA for Tract 3989 requires that security (bonds, cash or equivalent) are posted to guarantee unfinished infrastructure within Village "U."

OCTOBER 8, 2018, CITY COUNCIL REGULAR MEETING**FINAL MAP FOR TRACT 3989 VILLAGE "U" TOTALING 50 SINGLE-FAMILY LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC**

The SIA also refers to the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements ("Off-site Agreement") that was first approved by the City on September 30, 2013, to the extent that the Off-site Agreement is still valid for certain improvements. Tract 3989 will not trigger any additional off-site improvements and the Off-site Agreement will apply to Tract 3989 as it has to all previous final maps in River Islands with no additional security for off-site improvements. Acceptance of all public improvements will be processed by staff at a later date when the unfinished improvements are complete. At that time, RID will be required to post one (1) year maintenance bonds as a warranty for the completed infrastructure.

Finally, before the Final Map Tract 3989 is recorded, RID must also satisfy the Escrow Instructions (Attachment D) that guarantee all fees required in the Sierra Club Agreement are paid.

REASON FOR RECOMMENDATION:

The applicant has completed nearly all of street and utility improvements within Village "U" with some minor improvements left remaining. RID has posted security with the City for the unfinished improvements as required by the SIA. RID shall also provide a 10% maintenance bond to guarantee the full improvements (completed and uncompleted) for one year once the striping is completed. Prior to acceptance of these improvements, RID has provided the tract map, the tract improvement plans, all required documents and all fees for Tract 3989.

Following is a summary of documents and fees related to this subdivision:

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – provided by Letter of Guarantee by Substitution of Security "Set-Aside Letter," dated April 23, 2018.	Completed
4. Labor and Materials Security – provided by Letter of Guarantee by Substitution of Security "Set-Aside Letter," dated April 23, 2018.	Completed
5. Street Improvement, Landscape Plans	Completed
6. Street Light, Joint Trench Plans	Completed
7. Geotechnical Report	Completed
8. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed

OCTOBER 8, 2018, CITY COUNCIL REGULAR MEETING**FINAL MAP FOR TRACT 3989 VILLAGE "U" TOTALING 50 SINGLE-FAMILY LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC****BUDGET IMPACT:**

There is no budget impact to the City. All City costs are covered by development fees, and any shortfalls in City maintenance and operating costs are covered by the CFD's for maintenance. RID is also providing funds necessary to defray any staff time required to process their request.

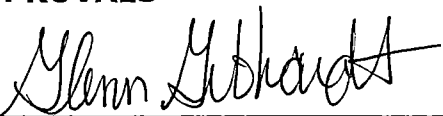
ATTACHMENTS:

- A. Resolution Approving final map for Tract 3989 Village "U" within the Lakeside East District, Totaling 50 Single-Family Lots, Subdivision Improvement Agreement with River Islands Development, LLC, Irrevocable Offer of Dedication for portion of Marina Drive from Dell'Osso Drive to Oberlin Avenue and Annexation No. 9 for City of Lathrop Community Facilities District for Villages T, U, V, Y, AA and BB.
- B. Village "U" Vicinity Map
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development, LLC, a California limited liability company, for Tract 3989, Village "U"
- D. Escrow Instructions for Final Map Tract 3989 Village "U"

CITY MANAGER'S REPORT
OCTOBER 8, 2018, CITY COUNCIL REGULAR MEETING
FINAL MAP FOR TRACT 3989 VILLAGE "U" TOTALING 50 SINGLE-FAMILY
LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC

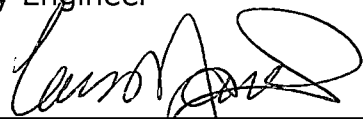
Page 6

APPROVALS



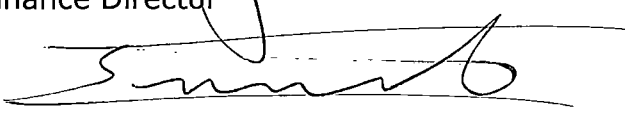
Glenn Gebhardt
City Engineer

9/28/18
Date



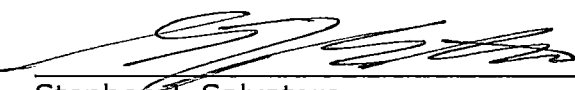
Cari James
Finance Director

10/2/18
Date



Salvador Navarrete
City Attorney

10-1-18
Date



Stephen J. Salvatore
City Manager

10.2.18
Date

OCTOBER 8, 2018, CITY COUNCIL REGULAR MEETING

FINAL MAP FOR TRACT 3989 VILLAGE "U" TOTALING 50 SINGLE-FAMILY LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC

9.	Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency maintenance	Completed
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.	Irrevocable Offer of Dedication for portion of Marina Drive from Dell'Osso Drive to Oberlin Avenue	Approval Pending with this item
16.	Annexation No. 9 of City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) include Village T, U, V, Y, AA and BB	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

The above-noted documents and fees are required by the VTM 3694 conditions of approval prior to approval of the 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 this Tract 3989 have already been completed including construction of levees, participation in construction of a Wastewater Treatment Plant (Consolidated Treatment Facility) and related storage ponds and sprayfields, purchase of SSJID surface water and construction of utility infrastructure to serve the proposed Tract. Additional off-site improvements that are required to serve this Final Map are detailed in the Off-site Agreement approved by the City Council in 2014.

Before the Final Maps are recorded, RID must also satisfy the Escrow Instructions (Attachment D) that guarantee all required payments to the Sierra Club are made under the terms of the 3rd Amendment to the Development Agreement.

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 3989 VILLAGE "U" WITHIN THE LAKESIDE EAST DISTRICT, TOTALING 50 SINGLE-FAMILY LOTS, SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS DEVELOPMENT, LLC, IRREVOCABLE OFFER OF DEDICATION FOR PORTION OF MARINA DRIVE FROM DELL'OSSO DRIVE TO OBERLIN AVENUE AND ANNEXATION NO. 9 FOR CITY OF LATHROP COMMUNITY FACILITIES DISTRICT FOR VILLAGES T, U, V, Y, AA AND BB.

WHEREAS, on March 27, 2007, the City Council approved Vesting Tentative Map No. 3694 (VTM 3694) with Conditions of Approval for a residential and commercial development that is consistent with the West Lathrop Specific Plan (WLSP) and the River Islands Urban Design Concept (UDC); and

WHEREAS, on June 1, 2015, the City Council approved amendments to the VTM, WLSP and UDC, with amended conditions of approval; and

WHEREAS, on August 25, 2016, the City Community Development Department approved a Finding of Substantial Conformance for VTM 3694 for the Stage 2A sub-planning area that allowed minor changes in the land use pattern for VTM 3694 and the approval of final maps within Stage 2A; and

WHEREAS, Tract 3989, the proposed subdivision, is part of the Lakeside East District of River Islands as described in the UDC, consisting of 50 lots covered by VTM 3694, located on the west side of the San Joaquin River, north of Union Pacific Railroad; and

WHEREAS, in its review of the Tract 3989, the Stewart Tract Design Review Committee recommended approval of Tract 3989 on August 24, 2018; and

WHEREAS, River Islands Development, LLC (RID), has completed or has guaranteed completion of all public improvements on Tract Map 3989, as identified on the approved improvement plans, and has completed or guaranteed completion of all required documents and payment of all fees; and

WHEREAS, a Subdivision Improvement Agreement between the City and RID and provision of security by RID for unfinished and deferred improvements are required prior to final map approval per the Lathrop Municipal Code Section 16.16.190; and

WHEREAS, upon acceptance of all improvements as complete, a one-year maintenance and repair bond will be required to secure RID obligation to maintain all improvements and repair or correct any defective work; and

WHEREAS, several conditions of approval of VTM 3694 are satisfied by the 3rd Amendment to the Development Agreement between the City and Califia, LLC, which the City Council approved on October 7, 2013; and

WHEREAS, off-site improvements necessary for access to Village U were guaranteed with Letters of Guarantee provided by River Islands Financing Authority on March 4, 2017, and June 26, 2018; and

WHEREAS, City staff has confirmed that all Conditions of Approval of VTM 3694 required for approval of Final Map 3989 have been met, including those Conditions of Approval satisfied under the Subdivision Improvement Agreement and Off-Site Agreement; and

WHEREAS, the City Engineer has confirmed that the Final Map for Tract 3989 is substantially the same as it appeared on VTM 3694, is technically correct, and complies with the requirements of the Subdivision Map Act and Lathrop Municipal Code, Chapter 16.16; and

WHEREAS, access to Village U and Tract 3989 will be from River Islands Parkway and from Marina Drive and an Irrevocable Offer of Dedication for Marina Drive from Dell'Osso Drive to Oberlin Drive, included as an exhibit with the Subdivision Improvement Agreement and to be recorded with the final map for Tract 3989; and

WHEREAS, RID will satisfy the escrow requirements to fund the Settlement Fee prior to recordation of the Final Map for Tract 3989; and

WHEREAS, RID, the applicant has signed the appropriate documents to commit to annexations to the required maintenance districts Community Facility District (CFDs) for City, RD 2062 and RIPFA for Villages T, U, V, Y, AA and BB; and

WHEREAS, Capital Facilities Fees are not required until such time as the builder applies for building permits.

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

1. The City Manager, or their designee, is authorized to execute Final Map Tract 3938 "U" and is hereby approved as submitted as part of the public record with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.
2. That the City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Development, LLC, City of Lathrop Annexation No. 9 CFD 2013 for Villages T, U, V, Y, AA and BB, Irrevocable Offer of Dedication for Portion of Marina Drive from Dell'Osso Drive to Oberlin Avenue, in substantially the form as attached to the October 8, 2018 staff report.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 8th day of October, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

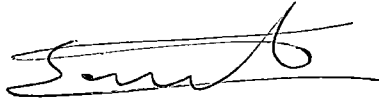
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

LAKE 10

VILLAGE BB

VILLAGE CC

BLUE HERON DRIVE

GANNETT DRIVE

GARDEN FARMS AVENUE

PROPOSED COMMUNITY PARK

VILLAGE CC

VILLAGE U

RIVER ISLANDS PARKWAY

TRACT 3990

HOOPER STREET

BUCHANAN COURT

TRACT 3989

TAFT DRIVE

OBERLIN AVENUE

GRINNELL COURT

GRIN

VILLAGE T

MIDDLEBURY DRIVE

MASTERS DRIVE

MARINA DRIVE

VILLAGE S

VILLAGE V

LAKE 11

COLDWELL COURT



ATTACHMENT B
VILLAGE U
VICINITY MAP
SEPTEMBER 2018

CITY OF LATHROP

SUBDIVISION IMPROVEMENT AGREEMENT

River Islands (Lakeside East District) - Tract 3989, Village "U"

River Islands Development, LLC, a California limited liability company

RECITALS

A. This Agreement is made and entered into this **8th day of October, 2018**, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and River Islands Development, LLC, a California limited liability company (hereinafter "SUBDIVIDER").

B. At its meeting on May 15, 2017, CITY approved the temporary closure of Cohen and Paradise Roads associated with construction and grading activities in Stage 2 of River Islands. This approval requires SUBDIVIDER to construct a paved public roadway to connect any remaining gaps between the Paradise Road and Stewart Road intersection and the Somerston Parkway/River Islands Parkway intersection by August 1, 2020. As a result, previously provided security in the form of a Letter of Guarantee from the River Islands Public Financing Authority ("RIPFA") has guaranteed the replacement of Cohen Road and Paradise Road with a set aside of bond proceeds (Attachment G) in the amount of \$543,600, that is available to CITY if SUBDIVIDER does not meet the deadline of August 1, 2020. Further, the amount of set aside bond proceeds shall be reduced by the City Engineer as River Islands Parkway is extended to replace these removed roadways. The closed portion of Stewart Road is not anticipated to be replaced, but it remains for now as legal access to parcels fronting Stewart Road and as emergency access. The security referenced in this recital shall remain in place for this final map and all final maps associated with this access until it is no longer necessary.

C. At its meeting on July 9, 2018, CITY approved the Tract 3908 large lot final map which includes the Village "U" area within Stage 2A of River Islands. The approval of Tract 3908 required security for the construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary. As a result, previously provided security in the form of a Letter of Guarantee from RIPFA has guaranteed the construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary with a set aside of bond proceeds (Attachment H) in the amount of \$450,000, that is available to CITY if SUBDIVIDER does not meet a September 30, 2019, deadline or as may be extended by CITY. The security referenced in this recital shall remain in place for this final map and all final maps associated with it until River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is fully constructed and accepted into use by CITY.

D. 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 3989. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tracts 3989 and Tract 3990 (Village "U") located within the Lakeside East District of River Islands Phase 1, which also includes major streets necessary to access the site. The unfinished portion of improvements total \$22,300 and both performance and labor and materials security is required by the Lathrop Subdivision Ordinance and the Subdivision Map Act will be posted as outlined in this Tract 3989 (Village "U") Subdivision Improvement Agreement.

E. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 3989 and Tract 3990 and as noted in Recital D security shall be required for the unfinished portion of these improvements along with other required infrastructure associated with Tract 3989 and Village "U" overall. Improvement plans and street light plans prepared by Power Systems Design, Inc., have already been approved by CITY. The street, sidewalk, underground utility, storm drainage, street light, and joint trench improvements (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 3989 and Tract 3990 are required security as outlined in this Agreement.

F. Access to Tract 3989 and Village "U" in general must be provided by River Islands Parkway and Marina Drive. To this end, CITY is requiring an Irrevocable Offer of Dedication ("IOD") for Marina Drive from Dell'Osso Drive to Oberlin Avenue that is not included for dedication with the recordation of Tract 3989. The IOD, included as Attachment I to this Agreement, shall be recorded concurrently with the final map for Tract 3989.

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

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Lakeside East neighborhood, to the limits identified on Exhibit A including the public landscaping, streetlight, and joint trench improvements. 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 last home constructed in Tract 3989 that is conveyed to a private interest not associated with the transfer of title of Tract 3989 associated with the filing of Tract 3989 (homebuilder) or prior to the completion and occupancy of the last production dwelling unit associated with Tract 3989, or December 1, 2019, whichever comes first. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.
3. CITY, or its agent(s), shall at any time during the progress of the Improvements have free access thereto and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.
4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of 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 Maintenance Bond in the amount of \$162,900, equal to 10% of the estimated cost of the Improvements for the Village "U" entire area (\$1,629,000) as included in the Engineer's estimate attached to this Agreement as Exhibit F, to insure SUBDIVIDER's repair and maintenance of the Improvements in accordance with the terms of this Agreement. The Maintenance Bond shall be released at the end of the one-year guarantee period provided no claims against it are then outstanding.
7. Because some of the backbone improvements referenced in Recitals B and C are required to provide access and to Tract 3989 and are associated with adjacent tracts as otherwise described in this Agreement, as well as the "Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements ("2013 Agreement"), approved by CITY on September 30, 2013, the security required by the 2013 Agreement shall remain in place for the following:

Rehabilitation of the pavement on Stewart/Cohen and Paradise Roads within the limits of Stewart Tract, as detailed on the attached Exhibit "D" and rehabilitation is guaranteed by a performance bond. Full improvement and acceptance of these streets shall be completed prior to release of security previously posted by SUBDIVIDER.

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 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 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 not entirely complete, SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 3989 and Tract 3990 as included and described in Exhibit E of this Agreement. The amount of the security shall be equal to a performance bond equal to 120% of the amount of unfinished improvements as shown in Exhibit E ($\$22,300 \times 120\% = \$26,760$ – performance bond amount) as indicated in Recital D. The corresponding labor and materials bond amount shall be 50% of the performance bond amount ($\$26,760 \times 50\% = \$13,380$) also as indicated in Recital D. Further, SUBDIVIDER shall also comply with CITY's insurance requirements set forth on Exhibit C attached hereto and incorporated herein.

10. 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.

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 (CFDs) 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 3989 and Tract 3990.

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. 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 3989

EXHIBIT B TRACT 3989 AND VILLAGE "U" AREA

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: COHEN/PARADISE/STEWART REHABILITATION MAP

EXHIBIT E: UNFINISHED IMPROVEMENT COST ESTIMATE

EXHIBIT F: VILLAGE "U" IMPROVEMENTS ENGINEER'S ESTIMATE

EXHIBIT G: RIPFA LETTER OF GUARANTEE - INTERIM PUBLIC ACCESS WITHIN
THE STAGE 2A DEVELOPMENT AREA

EXHIBIT H: RIPFA LETTER OF GUARANTEE – RIVER ISLANDS PARKWAY WITHIN
THE STAGE 2A DEVELOPMENT AREA

EXHIBIT I: IRREVOCABLE OFFER OF DEDICATION FOR MARINA DRIVE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 8th day of October, 2018, at Lathrop, California.

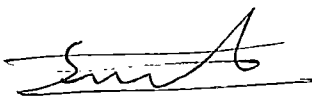
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

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

BY: _____
Teresa Vargas Date
City Clerk

BY: _____
Stephen J. Salvatore Date
City Manager

APPROVED AS TO FORM

BY:  10-1-18
Salvador Navarrete Date
City Attorney

River Islands Development, LLC
a California limited liability company

BY: _____
Susan Dell'Osso Date
President
"SUBDIVIDER"

EXHIBIT A

FINAL MAP - TRACT 3989

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 3989, RIVER ISLANDS, STAGE 2A, VILLAGE U", 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 UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, POLES, WIRES, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT).

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT FOR THE PURPOSES OF REPAIR AND MAINTENANCE OF THE SOUND WALL FOR THE AREAS DESIGNATED AS "WALL EASEMENT" (W.E.) AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE, PARCEL A FOR PURPOSES OF OPEN SPACE, INCLUDING PUBLIC UTILITIES, SANITARY SEWER FACILITIES, AND STORM DRAIN FACILITIES, FENCE MAINTENANCE, AND APPURTENANCES THERETO, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE, PARCEL B FOR PURPOSES OF OPEN SPACE, INCLUDING PUBLIC UTILITIES AND STORM DRAIN FACILITIES, FENCE MAINTENANCE, AND APPURTENANCES THERETO, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE, PARCEL C FOR PURPOSES OF OPEN SPACE, INCLUDING 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, 17, 18, 38, 39 AND 50, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL // as shown on this final map.

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 1 THROUGH 3 FOR FUTURE DEVELOPMENT.

OWNER: RIVER ISLANDS DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

BY: _____
NAME: SUSAN DELL'OSSO DATE _____
ITS: PRESIDENT

DATED THIS ____ DAY OF _____, 201__

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-160886, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY: _____
NAME: _____
ITS: _____

ACKNOWLEDGEMENT CERTIFICATE (OWNER'S)

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 _____, 201__ BEFORE ME, _____

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

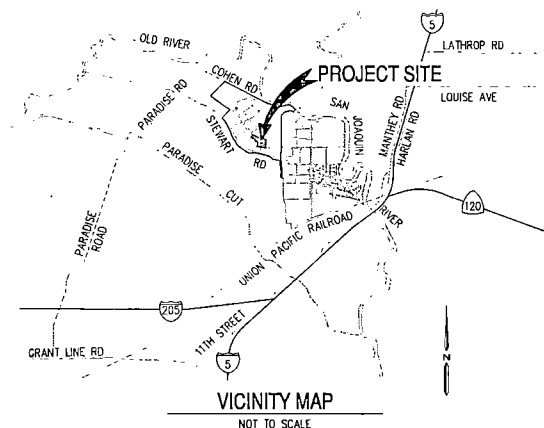
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

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

TRACT 3989 RIVER ISLANDS - STAGE 2A VILLAGE U

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 8 OF TRACT 3908 (43 MAP 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018



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 3989, RIVER ISLANDS, STAGE 2A, VILLAGE U", CITY OF LATHROP, CALIFORNIA, CONSISTING OF TEN (10) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 201__, 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, WALL EASEMENTS, PARCELS A THROUGH C, AND THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 1, 17, 18, 38, 39 AND 50 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL //, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREETS, AVENUES AND WAYS 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 _____, 201__ BEFORE ME, _____

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

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

WITNESS MY HAND:

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

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO TENTATIVE MAP NO. 3694 APPROVED BY THE PLANNING COMMISSION.

DATED THIS ____ DAY OF _____, 201__

MARK WEISSNER, COMMUNITY DEVELOPMENT ASSISTANT DIRECTOR
CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, GLENN GEBHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3989, RIVER ISLANDS, STAGE 2A, VILLAGE U", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP NO. 3694, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP.

DATED THIS ____ DAY OF _____, 201__

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



RECORDER'S STATEMENT

FILED THIS ____ DAY OF _____, 201__, AT _____ M.
IN BOOK ____ OF MAPS AND PLATS, AT PAGE ____ AT THE REQUEST OF OLD REPUBLIC
TITLE COMPANY.

FEE: \$ _____

STEVE BESTOLARIDES
ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

BY: _____
ASSISTANT/DEPUTY RECORDER

EXEMPT FROM FEE PER GOVERNMENT CODE 27398.1; DOCUMENT
RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO
THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

NOTES

- 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, FLOWING, 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.
- A SOILS REPORT ENTITLED "GEOTECHNICAL EXPLORATION, RIVER ISLANDS PHASE I, LATHROP, CALIFORNIA", REFERENCED AS PROJECT NO. 5044.5.001.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENGECO, INCORPORATED, JOSEF J. TODILE, C.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
- TRACT 3989, RIVER ISLANDS, STAGE 2A, VILLAGE U, CONTAINS 50 RESIDENTIAL LOTS, AND 3 LETTERED PARCELS CONTAINING 11.39 ACRES, MORE OR LESS, INCLUDING ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP; AND PARCELS 1 THROUGH 3 CONTAINING 2.71 ACRES, MORE OR LESS, ALL AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW).

TRACT 3989 AREA SUMMARY	
LOTS 1 THROUGH 50	5.29 AC±
PARCELS A THROUGH C	0.53 AC±
PARCELS 1 THROUGH 3	2.71 AC±
STREET DEDICATIONS	5.57 AC±
TOTAL	14.10 AC±

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1614020159-KB (VERSION 3), DATED SEPTEMBER 21, 2018, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

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 25, 2018. 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, 2023, 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 TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 201__.

DYLAN CRAWFORD, P.L.S. NO. 7788



CITY SURVEYOR'S STATEMENT

I, LAWRENCE GOSSETT, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3989, RIVER ISLANDS, STAGE 2A, VILLAGE U", 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 _____, 201__.

LAWRENCE GOSSETT, P.E. 31695



TRACT 3989 RIVER ISLANDS - STAGE 2A VILLAGE U

A PORTION OF RANCHO EL PESCAERO, BEING
A SUBDIVISION OF PARCEL 8 OF TRACT 3908 (43 MAP 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 3 THROUGH 5 ONLY

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N5°07'38"E	91.98'
L2	N40°29'59"W	35.74'
L3	N6°08'58"E	60.05'
L4	N49°31'35"E	34.98'
L5	N8°28'09"E	60.23'
L6	N56°23'21"E	35.02'
L7	N78°03'52"W	60.00'
L8	N32°31'05"W	35.02'
L9	N61°36'05"E	35.02'
L10	N72°31'08"W	60.00'
L11	N27°15'05"W	34.98'
L12	N16°07'31"E	60.05'
L13	N21°52'42"W	35.74'
L14	N65°17'46"W	60.01'
L15	N23°44'56"E	74.58'
L16	N6°39'51"W	75.00'
L17	N63°01'06"W	65.00'
L18	N61°29'24"W	65.00'
L19	N59°57'43"W	65.00'
L20	N58°10'28"W	87.03'

LINE TABLE		
LINE	DIRECTION	LENGTH
L21	N56°07'17"W	13.47'
L22	N33°52'43"E	87.01'
L23	N78°11'24"E	42.93'
L24	N38°59'51"W	41.77'
L25	N84°52'22"W	74.00'
L26	N33°52'43"E	92.29'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	113.00	15°12'13"	29.98'
C2	87.00	15°12'13"	23.09'
C3	53.00	91°43'56"	84.85'
C4	47.00	45°45'37"	37.54'
C5	65.00	94°46'16"	107.51'
C6	47.00	45°45'37"	37.54'

REFERENCES

- RECORD OF SURVEY FILED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS, PAGE 142, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JULY 15, 2005 AS DOCUMENT NUMBER 2005-171264, S.J.C.R. (35 SURVEYS 142)
- TRACT 3876, FILED MARCH 31, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 56, S.J.C.R. (42 MAP 56)
- GRANT DEED RECORDED MARCH 30, 2001, AS DOCUMENT NUMBER 2001-046177, S.J.C.R.
- GRANT DEED RECORDED JANUARY 11, 2016, AS DOCUMENT NUMBER 2016-004077, S.J.C.R.
- GRANT DEED RECORDED JUNE 3, 2016, AS DOCUMENT NUMBER 2016-063962, S.J.C.R.
- GRANT DEED RECORDED JUNE 3, 2016, AS DOCUMENT NUMBER 2016-064006, S.J.C.R.
- GRANT DEED RECORDED JUNE 6, 2005, AS DOCUMENT NUMBER 2005-134736, S.J.C.R.
- TRACT 3826, FILED SEPTEMBER 1, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 67, S.J.C.R. (42 MAP 67)
- TRACT 3828, FILED AUGUST 24, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 65, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED AUGUST 31, 2016, AS DOCUMENT NUMBER 2016-102979, S.J.C.R. (42 MAP 65)
- TRACT 3832, FILED AUGUST 24, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 66, S.J.C.R. (42 MAP 66)
- TRACT 3834, FILED DECEMBER 21, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 72, S.J.C.R. (42 MAP 72)
- UNFILED MAP ENTITLED "CALIFORNIA IRRIGATED FARMS, UNIT NO. 3 PESCAERO COLONY BEING RECLAMATION DISTRICT NO. 2062, SURVEYED APRIL AND MAY 1929 BY OHM AND RAAB, DATED NOVEMBER 7, 1929, FILED IN THE OFFICE OF THE SAN JOAQUIN COUNTY SURVEYOR.
- PARCEL MAP 05-03-PW, FILED OCTOBER 23, 2005, IN BOOK 24 OF PARCEL MAPS, PAGE 51, S.J.C.R. (24 PW 51)
- TRACT 3836, FILED MARCH 15, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 84, S.J.C.R. (42 MAP 84)
- TRACT 3893, FILED JUNE 1, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 86, S.J.C.R. (42 MAP 86)
- TRACT 3895, FILED JUNE 20, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 89, S.J.C.R. (42 MAP 89)
- TRACT 3838, FILED NOVEMBER 30, 2017, IN BOOK 43 OF MAPS AND PLATS, PAGE 12, S.J.C.R. (43 MAP 12)
- TRACT 3875, FILED SEPTEMBER 22, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 100, S.J.C.R. (42 MAP 100)
- TRACT 3831, FILED JANUARY 23, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 16, S.J.C.R. (43 MAP 16)
- TRACT 3912, FILED FEBRUARY 7, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 19, S.J.C.R. (43 MAP 19)
- GRANT DEED RECORDED JUNE 3, 2016, AS DOCUMENT NUMBER 2016-063963, S.J.C.R.
- TRACT 3908, STAGE 2A, LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAP AND PLATS, PAGE 52, S.J.C.R. (43 MAP 52)

SIGNATURE OMISSIONS

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

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

TRACT 3989 RIVER ISLANDS - STAGE 2A VILLAGE U

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 8 OF TRACT 3908 (43 MAP 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018

O'DELL
ENGINEERING

0' 250' 500' 1000'
SCALE: 1" = 500'

THIS SHEET SHOWS TIES TO THE BASIS OF BEARINGS
AND OTHER MAPS OF RECORD. REFER TO SHEET 4 FOR
THE BOUNDARY OF TRACT 3989

LEGEND (SHEETS 3 THROUGH 5 ONLY)

- ⊙ MONUMENT TO BE SET PER (R17), UNLESS OTHERWISE NOTED
- ⊙ MONUMENT TO BE SET PER (R22)
- .3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R22), UNLESS OTHERWISE NOTED
- ⊗ MONUMENT PER TRACT 3834 (R11)
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- - - EASEMENT LINE
- CENTER LINE
- 200.00' (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL BEARING
- (T) TOTAL
- (B) BOUNDARY
- DN DOCUMENT NUMBER
- O.R. OFFICIAL RECORD
- MON MONUMENT
- ① EASEMENT REFERENCE NUMBER - SEE THIS SHEET

EASEMENTS

- ① 60' WIDE ROADWAY EASEMENT IN FAVOR OF CITY OF LATHROP PER 199 O.R. 212, S.J.C.R. (STEWART ROAD). (DOES NOT AFFECT THE SUBJECT PROPERTY)
- ② 60' WIDE ROADWAY EASEMENT IN FAVOR OF CITY OF LATHROP PER 199 O.R. 335, S.J.C.R. (STEWART ROAD). (DOES NOT AFFECT THE SUBJECT PROPERTY)
- ③ 60' WIDE ROADWAY EASEMENT IN FAVOR OF CITY OF LATHROP PER 408 O.R. 95, S.J.C.R. (COHEN ROAD). (DOES NOT AFFECT THE SUBJECT PROPERTY)

RIVER ISLANDS DEV, LLC
LOT 2
DN 2016-063962 (R5)

RIVER ISLANDS DEV, LLC
PARCEL 1
DN 2016-004077 (R4)
TRACT 41 (R1)

CALIFIA, LLC
PARCEL 24
DN 2001-046177 (R3)
TRACT 39 (R1)

CALIFIA, LLC
LOT 1
DN 2016-063963 (R21)

CALIFIA, LLC
2005-134736 (R7)
TRACT 17 (R1)

CALIFIA, LLC
PARCEL 4
DN 2001-046177 (R3)
TRACT 18 (R1)

CALIFIA, LLC
PARCEL 2
DN 2001-046177 (R3)
TRACT 19 (R1)

CALIFIA, LLC
PARCEL 15
DN 2001-046177 (R3)
TRACT 20 (R1)

CALIFIA, LLC
PARCEL 6
DN 2001-046177 (R3)
TRACT 21 (R1)

CALIFIA, LLC
PARCEL 5
DN 2001-046177 (R3)
TRACT 22 (R1)

CALIFIA, LLC
PARCEL 13
DN 2001-046177 (R3)
TRACT 23 (R1)

CALIFIA, LLC
LOT 3
DN 2016-064006 (R5)

BASIS OF BEARINGS

THE BEARING OF NORTH BETWEEN FOUND MONUMENTS ALONG DELL'OSSO DRIVE AS SHOWN ON TRACT 3908, STAGE 2A, LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 52, OFFICIAL 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 ADDITIONAL NOTES, REFERENCES, AND THE LINE TABLE & CURVE TABLE OF COURSES SHOWN ON SHEETS 3 THROUGH 5 ONLY.

SHEET 3 OF 10

TRACT 3989 RIVER ISLANDS - STAGE 2A VILLAGE U

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 8 OF TRACT 3908 (43 MAP 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018

O'DELL
ENGINEERING

0' 50' 100' 200'
SCALE: 1" = 100'

BOUNDARY SHEET

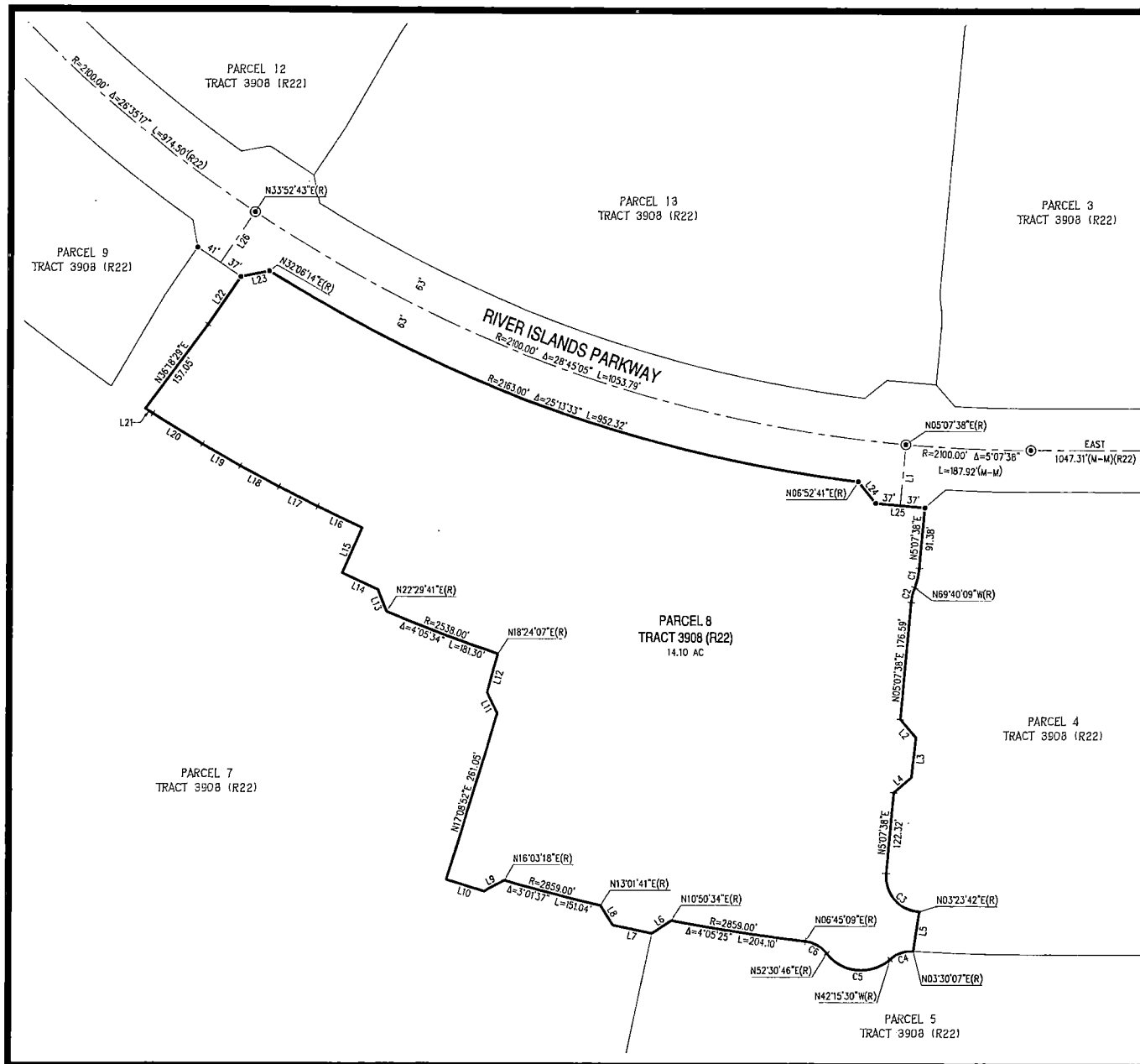
THIS SHEET SHOWS THE BOUNDARY OF TRACT 3989
BEING PARCEL 8 OF TRACT 3908 (R22)

DELL'OSSO DRIVE
SEE SHEET 5

NOTES

1. SEE SHEET 3 FOR LEGEND AND BASIS OF BEARINGS.
2. SEE SHEET 2 FOR ADDITIONAL NOTES, REFERENCES, AND THE LINE AND CURVE TABLES FOR SHEETS 3 THROUGH 5 ONLY.

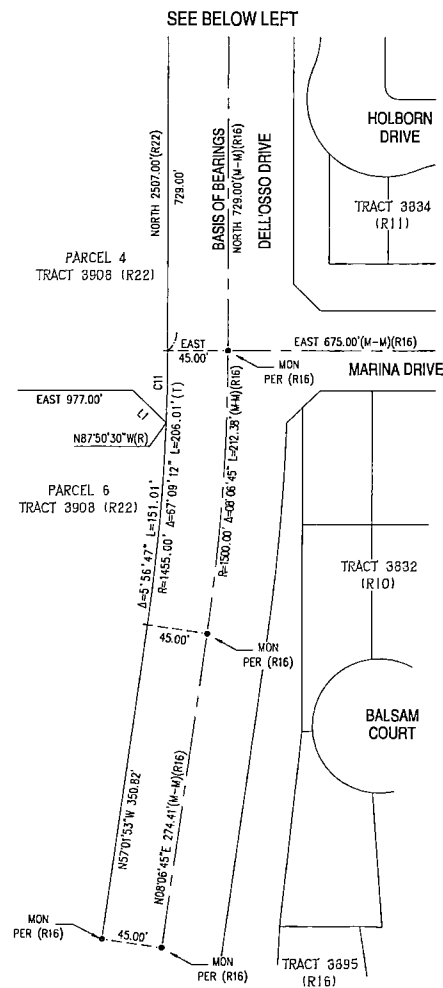
SHEET 4 OF 10



A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 8 OF TRACT 3908 (43 M&P 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018



1. SEE SHEET 2 FOR ADDITIONAL NOTES, REFERENCES, AND THE LINE AND CURVE TABLES OF COURSES SHOWN ON SHEETS 3 THROUGH 5 ONLY.
2. SEE SHEET 3 FOR LEGEND AND BASIS OF BEARINGS.



DETAIL A
NOT TO SCALE
(FROM SHEET 3)

TRACT 3989 RIVER ISLANDS - STAGE 2A VILLAGE U

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 8 OF TRACT 3908 (43 MAP 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018

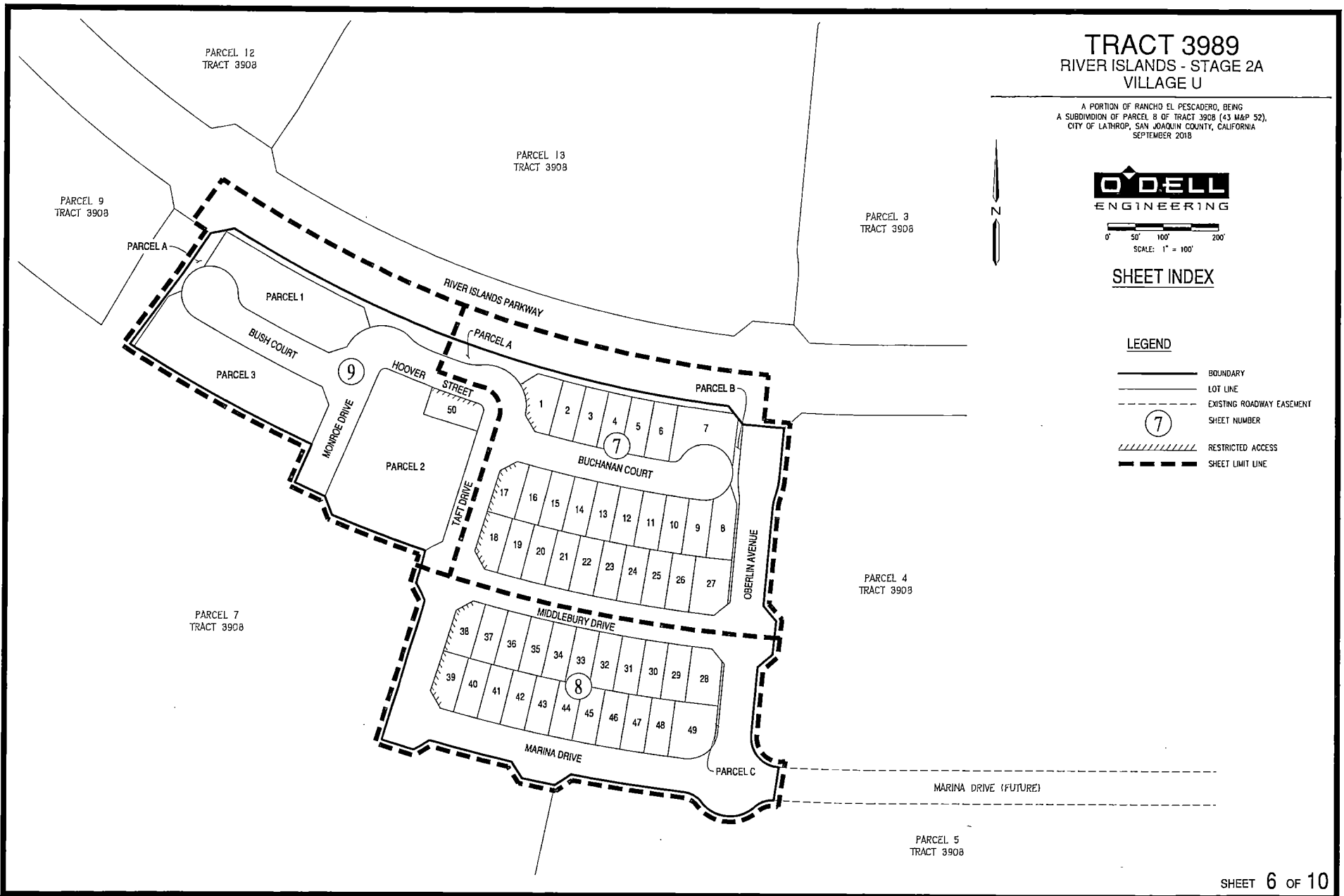
O'DELL
ENGINEERING

0' 50' 100' 200'
SCALE: 1" = 100'

SHEET INDEX

LEGEND

- BOUNDARY
- LOT LINE
- - - EXISTING ROADWAY EASEMENT
- ⑦ SHEET NUMBER
- /// RESTRICTED ACCESS
- - - SHEET LIMIT LINE



TRACT 3989 RIVER ISLANDS - STAGE 2A VILLAGE U

A PORTION OF RANCHO EL PESCAERO, BEING
A SUBDIVISION OF PARCEL B OF TRACT 3908 (43 MAP 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018

O'DELL
ENGINEERING

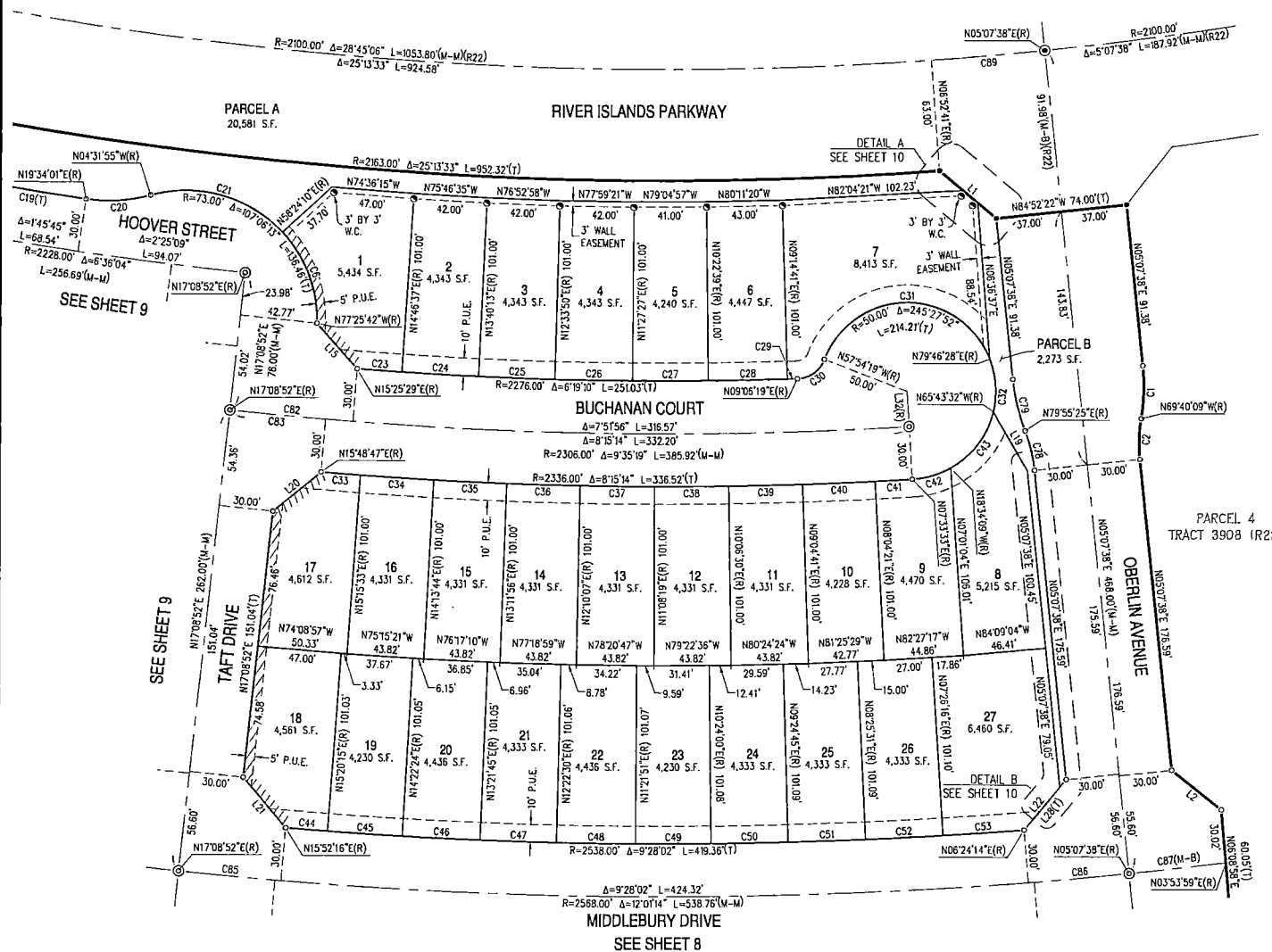
0' 20' 40' 80'
SCALE: 1" = 40'

LEGEND

- ⊙ MONUMENT TO BE SET PER (R22)
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- △ SET 1/2" BRASS DISK STAMPED "PLS 7788"
- 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R22),
UNLESS OTHERWISE NOTED
- SET 3.00' WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED
ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE
AS NOTED. 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (T) TOTAL
- (B) BOUNDARY
- P.U.E. PUBLIC UTILITY EASEMENT
- W.E. WALL EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- CENTERLINE
- /// RESTRICTED ACCESS

NOTES

- 1.17" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
- 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
- SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
- SEE SHEET 3 FOR BASIS OF BEARINGS.
- SEE SHEET 10 FOR LINE AND CURVE TABLES.









- MONUMENT TO BE SET PER (R22)
- ◎ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- △ SET 2-1/2" BRASS DISC STAMPED "PLS 7788"
- 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R22), UNLESS OTHERWISE NOTED
- SET 3.0" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"

200.00(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)

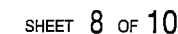
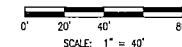
(R1) DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2

(M-M) MONUMENT TO MONUMENT

(M-B)	MONUMENT TO BOUNDARY
(T)	TOTAL
(B)	BOUNDARY
P.U.E.	PUBLIC UTILITY EASEMENT
W.E.	WALL EASEMENT
	LOT LINE
	RIGHT-OF-WAY LINE
	BOUNDARY
	EASEMENT LINE
	CENTERLINE
	RESTRICTED ACCESS

1. 1.17" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
2. 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
3. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
4. SEE SHEET 3 FOR BASIS OF BEARINGS.
5. SEE SHEET 10 FOR LINE AND CURVE TABLES.

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 8 OF TRACT 3908 (43 M&P 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018



TRACT 3989 RIVER ISLANDS - STAGE 2A VILLAGE U

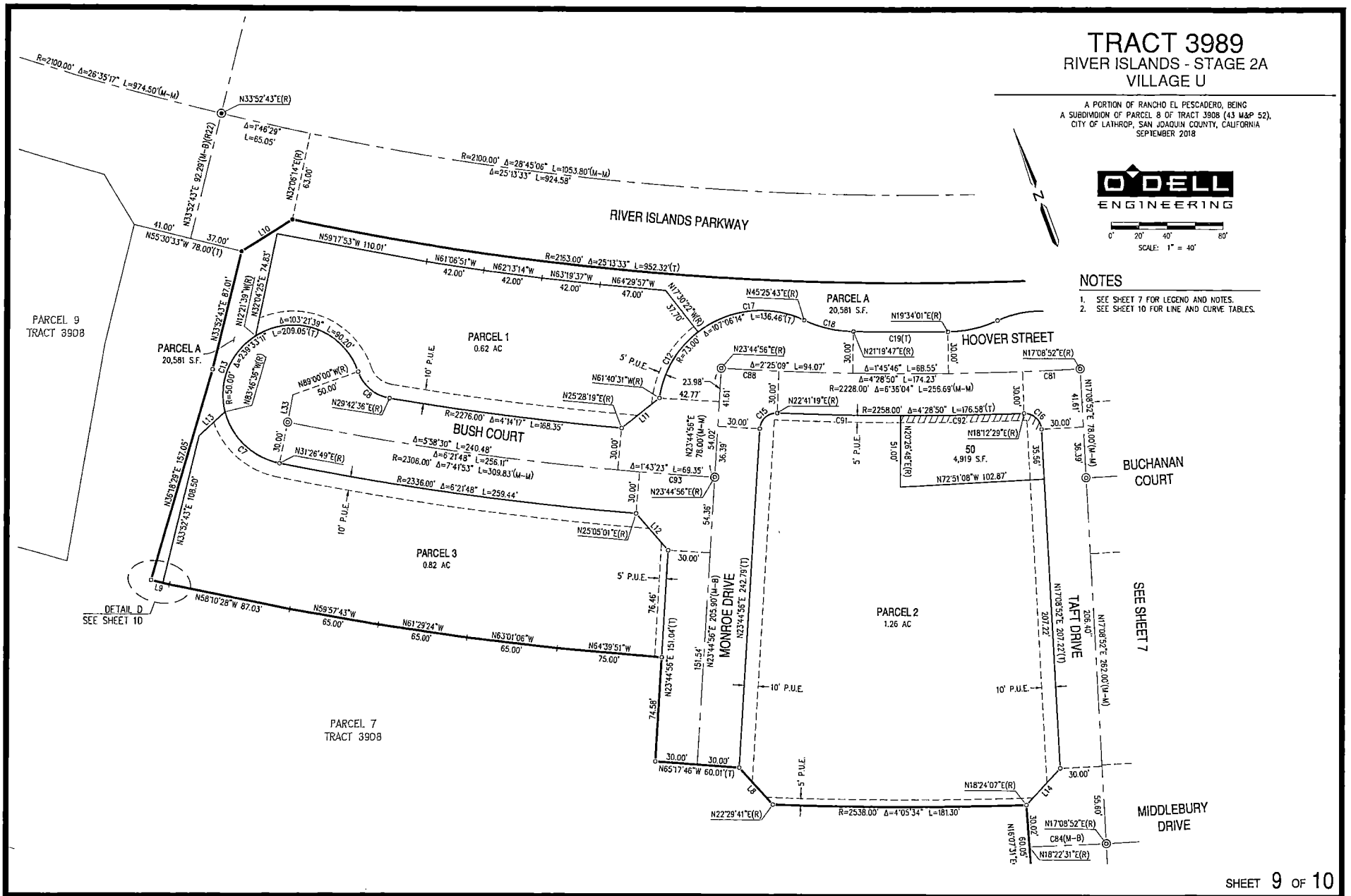
A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 8 OF TRACT 3908 (43 M&P 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018

O'DELL
ENGINEERING

0' 20' 40' 80'
SCALE: 1" = 40'

NOTES

1. SEE SHEET 7 FOR LEGEND AND NOTES.
2. SEE SHEET 10 FOR LINE AND CURVE TABLES.



SHEET 9 OF 10

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 7 THROUGH 10 ONLY

LINE TABLE			CURVE TABLE				CURVE TABLE				CURVE TABLE				CURVE TABLE			
LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH
L1	N38°59'51"W	41.77'	C1	113.00	15°12'13"	29.98'	C46	2538.00	1°00'39"	44.78'	C91	2258.00	2°14'31"	88.35'	C92	2258.00	2°14'19"	88.22'
L2	N40°29'59"W	35.74'	C2	87.00	15°12'13"	23.09'	C47	2538.00	0°59'15"	43.74'	C48	2538.00	1°00'39"	44.78'	C93	2306.00	1°20'05"	53.72'
L3	N49°31'35"E	34.98'	C3	53.00	91°43'56"	84.85'	C49	2538.00	0°57'51"	42.71'	C50	2538.00	0°59'15"	43.74'				
L4	N56°23'21"E	35.02'	C4	47.00	45°45'37"	37.54'	C51	2538.00	0°59'14"	43.73'	C52	2538.00	0°59'15"	43.74'				
L5	N32°31'05"W	35.02'	C5	47.00	45°45'37"	37.54'	C53	2538.00	1°02'02"	45.80'	C54	2598.00	0°29'48"	22.52'				
L6	N61°36'05"E	35.02'	C6	73.00	44°0'08"	56.28'	C55	2598.00	0°55'35"	42.01'	C56	2598.00	0°56'54"	43.00'				
L7	N27°15'05"W	34.98'	C7	50.00	64°46'35"	56.53'	C57	2598.00	0°54'15"	41.00'	C58	2598.00	0°55'34"	41.99'				
L8	N21°52'42"W	35.74'	C8	29.00	61°17'24"	31.02'	C59	2598.00	0°55'34"	42.01'	C60	2598.00	0°55'35"	42.01'				
L9	N56°07'17"W	13.47'	C9	2568.00	1°12'05"	53.85'	C61	2598.00	0°55'34"	41.99'	C62	2598.00	0°54'16"	41.01'				
L10	N78°11'24"E	42.93'	C10	2568.00	1°12'05"	53.85'	C63	2598.00	0°56'54"	43.00'	C64	2598.00	0°47'04"	35.57'				
L11	N71°53'54"E	34.46'	C11	2829.00	1°05'34"	53.95'	C65	2799.00	0°29'56"	24.37'	C66	2799.00	0°53'30"	43.56'				
L12	N20°35'02"W	34.94'	C12	73.00	44°0'09"	56.28'	C67	2799.00	0°52'14"	42.53'	C68	2799.00	0°54'47"	44.60'				
L13	N67°04'15"E	25.05'	C13	50.00	71°24'57"	62.32'	C69	2799.00	0°53'30"	43.56'	C70	2799.00	0°53'31"	43.57'				
L14	N62°46'29"E	35.74'	C14	2829.00	1°05'33"	53.94'	C71	2799.00	0°52'14"	42.53'	C72	2799.00	0°54'46"	44.59'				
L15	N31°00'06"W	34.46'	C15	12.00	88°56'23"	18.63'	C73	2799.00	0°53'31"	44.57'	C74	2799.00	0°53'30"	43.56'				
L16	N38°59'51"W	17.26'	C16	12.00	88°56'23"	18.63'	C75	2799.00	0°37'40"	30.67'	C76	53.00	69°19'45"	64.13'				
L17	N38°59'51"W	10.88'	C17	73.00	62°56'05"	80.18'	C77	53.00	22°24'10"	20.72'	C78	87.00	15°12'13"	23.09'				
L18	N38°59'51"W	13.63'	C18	87.00	24°05'56"	35.59'	C79	113.00	15°12'13"	29.98'	C80	53.00	91°43'55"	84.85'				
L19	N18°50'18"W	38.81'	C19	2198.00	1°45'46"	67.62'	C81	2228.00	1°03'37"	41.23'	C82	2306.00	1°43'23"	69.35'				
L20	N61°28'49"E	34.94'	C20	87.00	24°05'56"	35.59'	C83	2306.00	1°20'05"	53.72'	C84	2568.00	1°35'39"	55.02'				
L21	N28°28'46"W	37.14'	C21	73.00	62°56'05"	80.18'	C85	2568.00	1°16'36"	57.22'	C86	2568.00	1°16'36"	57.22'				
L22	N50°45'16"E	31.54'	C22	2829.00	1°05'34"	53.96'	C87	2568.00	1°13'39"	55.02'	C88	2228.00	1°03'37"	41.23'				
L23	N50°45'16"E	5.60'	C23	2276.00	0°38'52"	25.73'	C89	2100.00	1°45'03"	64.17'	C90	2829.00	1°08'10"	56.09'				
L24	N61°32'49"E	34.98'	C24	2276.00	1°06'24"	43.96'												
L25	N39°16'19"W	29.27'	C25	2276.00	1°06'23"	43.95'												
L26	N39°16'19"W	5.72'	C26	2276.00	1°06'23"	43.95'												
L27	N28°25'13"W	35.70'	C27	2276.00	1°04'48"	42.90'												
L28	N50°45'16"E	37.14'	C28	2276.00	1°07'58"	45.00'												
L29	N39°16'19"W	34.98'	C29	2276.00	0°08'22"	5.54'												
L30	N56°07'17"W	4.81'	C30	17.00	67°00'38"	19.88'												
L31	N56°07'17"W	8.66'	C31	50.00	137°40'47"	120.15'												
L32	N7°33'33"E	20.00'	C32	50.00	34°30'00"	30.11'												
L33	N31°26'49"E	20.00'	C33	2336.00	0°33'14"	22.58'												
			C34	2336.00	1°01'49"	42.01'												
			C35	2336.00	1°01'48"	41.99'												
			C36	2336.00	1°01'49"	42.01'												
			C37	2336.00	1°01'48"	41.99'												
			C38	2336.00	1°01'49"	42.01'												
			C39	2336.00	1°01'49"	42.01'												
			C40	2336.00	1°00'20"	41.00'												
			C41	2336.00	0°30'48"	20.93'												
			C42	50.00	26°07'42"	22.80'												
			C43	50.00	47°09'23"	41.15'												
			C44	2538.00	0°32'01"	23.64'												
			C45	2538.00	0°57'51"	42.71'												

TRACT 3989 RIVER ISLANDS - STAGE 2A VILLAGE U

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 8 OF TRACT 3908 (43 M&P 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018

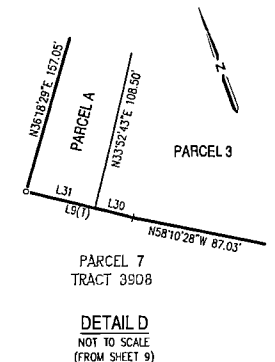
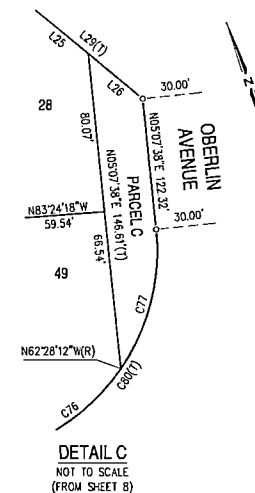
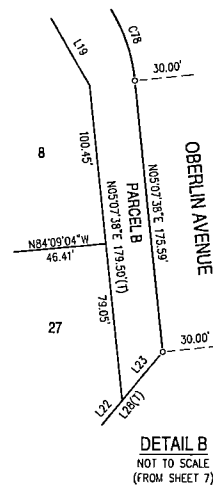
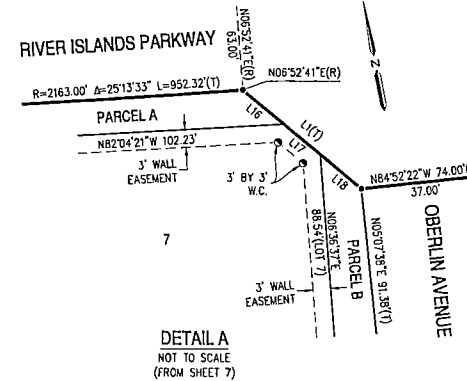


EXHIBIT B

TRACT 3989 AND VILLAGE U AREA

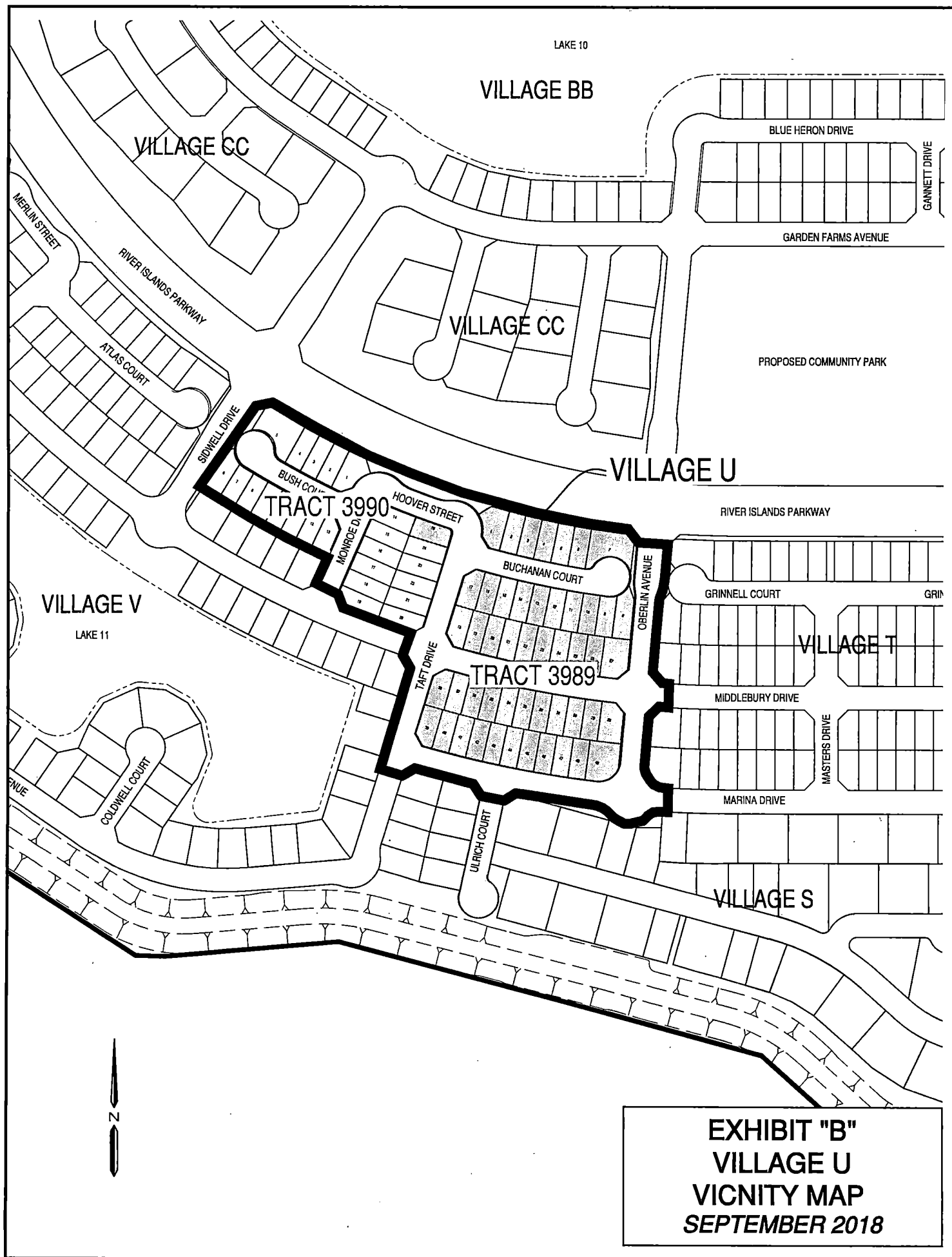


EXHIBIT C

CITY INSURANCE REQUIREMENTS

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

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

- a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.
- b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.
- c. Include a statement that, "the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.
- d. The policy must contain a cross liability or severability of interest clause.
- e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
09/07/2018

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

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

PRODUCER Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME:	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
INSURED River Islands Development, LLC 73 W Stewart Rd Lathrop, CA 95330	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United Specialty Insurance Company	
	INSURER B: Starr Surplus Lines Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** W7439341**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		ATN-SF1811644P	03/19/2018	03/19/2021	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			BTN1814514W	03/19/2018	03/19/2021	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 3,000,000
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Excess Liability			1000024047	03/19/2018	03/19/2021	Each Occ/Agg: 7,000,000.00

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

RE: Tract 3989 River Islands- Stage 2A Village U.

The City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are Additional Insureds as respects the General Liability policy.

The Insurance coverage afforded by this policy shall be Primary Insurance as respects to the City of Lathrop, its

CERTIFICATE HOLDER**CANCELLATION**

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

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Insurance Services of California, Inc.		NAMED INSURED River Islands Development, LLC 73 W Stewart Rd Lathrop, CA 95330
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

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 as respects the insured's operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	River Islands @ Lathrop Development
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

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

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY

USIC VEN 016 11 10 07

**Named Insured: River Islands Development, LLC
Policy Number: ATN-SF1811644P**

**PRIMARY AND NON-CONTRIBUTING INSURANCE
(Third Party's Sole Negligence)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to Section IV – Commercial General Liability Conditions, Paragraph 4:

Section IV: Commercial General Liability Conditions

4. Other Insurance:

- d. Notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph 4, with respect to the Third Party shown below, it is understood and agreed that in the event of a claim or "suit" arising out of the Named Insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies is:

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

Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third party for whom you are performing work."

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

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

USIC VEN 078 03 11 07

**Named Insured: River Islands Development, LLC
Policy Number: ATN-SF1811644P**

THIRD PARTY CANCELLATION NOTICE

This endorsement shall not serve to increase our limits of insurance, as described in **SECTION III - LIMITS OF INSURANCE.**

This endorsement modifies 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

<u>Name and Address of Other Person/Organization</u>	<u>Number of Days Notice</u>
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 Days

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

EXHIBIT D
COHEN/PARADISE/STEWART REHABILITATION MAP

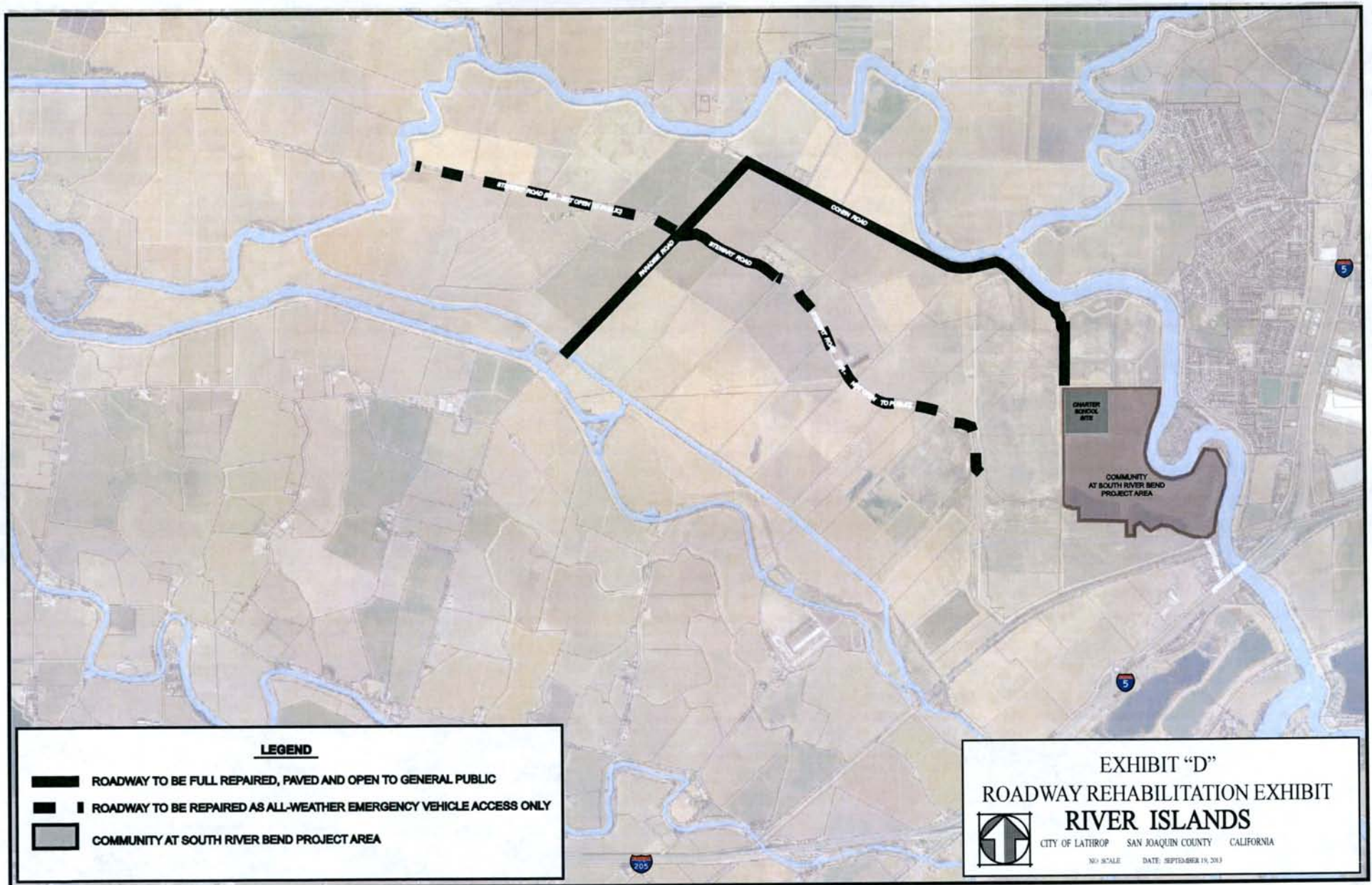


EXHIBIT E
UNFINISHED IMPROVEMENT COST ESTIMATE

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - PHASE 2A
VILLAGE U (74 LOTS)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

September 4, 2018
Job No.: 25502-95

Item	Description	Quantity	Unit	Unit Price	Amount
1	Survey Mounments <i>(0% Completion)</i>	1	LS	\$ 3,600.00	\$ 3,600.00
2	Signing and Striping <i>(0% Completion)</i>	1	LS	\$ 18,700.00	\$ 18,700.00
TOTAL COST TO COMPLETE					\$ 22,300.00

Notes:

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Village U.

EXHIBIT F

VILLAGE U IMPROVEMENTS ENGINEER'S ESTIMATE

ENGINEER'S PRELIMINARY COST ESTIMATE
VILLAGE U (74 LOTS)
STAGE 2A
RIVER ISLANDS
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

March 7, 2018
Job No.: 25502-95

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	190,200	SF	\$ 0.45	\$ 85,590.00
2	3" AC Paving	43,700	SF	\$ 1.50	\$ 65,550.00
3	4.5" AC Paving	58,600	SF	\$ 2.25	\$ 131,850.00
4	7" Aggregate Base	43,700	SF	\$ 1.05	\$ 45,885.00
5	8" Aggregate Base	58,600	SF	\$ 1.20	\$ 70,320.00
6	Vertical Curb and Gutter <i>(with AB cushion)</i>	2,170	LF	\$ 15.00	\$ 32,550.00
7	Rolled Curb and Gutter <i>(with AB cushion)</i>	3,490	LF	\$ 15.00	\$ 52,350.00
8	Concrete Sidewalk	27,200	SF	\$ 5.00	\$ 136,000.00
9	Driveway Approach	74	EA	\$ 600.00	\$ 44,400.00
10	Handicap Ramps	12	EA	\$ 2,500.00	\$ 30,000.00
11	Survey Monuments	10	EA	\$ 300.00	\$ 3,000.00
12	Traffic Striping & Signage	3,065	LF	\$ 5.00	\$ 15,325.00
13	Dewatering <i>(budget)</i>	3,065	LF	\$ 40.00	\$ 122,600.00
Subtotal Street Work					\$ 835,420.00
<u>STORM DRAIN</u>					
14	Catch Basins <i>(type A inlet)</i>	13	EA	\$ 2,400.00	\$ 31,200.00
15	Catch Basins <i>(type A inlet over type I manhole base)</i>	3	EA	\$ 2,800.00	\$ 8,400.00
16	Catch Basins <i>(type A inlet over type II manhole base)</i>	2	EA	\$ 5,000.00	\$ 10,000.00
17	Catch Basins <i>(type A inlet over type III manhole base)</i>	3	EA	\$ 7,500.00	\$ 22,500.00
18	Field Inlet <i>(type C inlet over type I manhole base)</i>	1	EA	\$ 2,800.00	\$ 2,800.00
19	15" Storm Drain Pipe	600	LF	\$ 34.00	\$ 20,400.00
20	18" Storm Drain Pipe	380	LF	\$ 46.00	\$ 17,480.00
21	24" Storm Drain Pipe	80	LF	\$ 65.00	\$ 5,200.00
22	30" Storm Drain Pipe	550	LF	\$ 80.00	\$ 44,000.00
23	42" Storm Drain Pipe	250	LF	\$ 120.00	\$ 30,000.00
24	48" Storm Drain Pipe	490	LF	\$ 125.00	\$ 61,250.00
25	Manholes <i>(type I)</i>	2	EA	\$ 3,000.00	\$ 6,000.00
26	Manholes <i>(type II)</i>	2	EA	\$ 5,000.00	\$ 10,000.00
27	Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
28	Connect to Existing	5	EA	\$ 1,700.00	\$ 8,500.00
Subtotal Storm Drain					\$ 280,730.00
<u>SANITARY SEWER</u>					
29	8" Sanitary Sewer Pipe	3,100	LF	\$ 28.00	\$ 86,800.00
30	Manholes	13	EA	\$ 4,000.00	\$ 52,000.00
31	Manholes (Trunk)	1	EA	\$ 6,000.00	\$ 6,000.00
32	Sewer Service	74	EA	\$ 600.00	\$ 44,400.00
33	Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
34	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Sanitary Sewer					\$ 195,200.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
35	8" Water Line <i>(including all appurtenances)</i>	2,530	LF	\$ 32.00	\$ 80,960.00
36	10" Water Line <i>(including all appurtenances)</i>	540	LF	\$ 40.00	\$ 21,600.00
37	Water Service	74	EA	\$ 2,000.00	\$ 148,000.00
38	Fire Hydrants	5	EA	\$ 4,000.00	\$ 20,000.00
39	Water Plug & Stub	4	EA	\$ 1,000.00	\$ 4,000.00
40	Connect to Existing	2	EA	\$ 4,000.00	\$ 8,000.00
Subtotal Water Supply					\$ 282,560.00
<u>NON-POTABLE WATER SUPPLY</u>					
41	8" Non-Potable Water Line <i>(including all appurtenances)</i>	860	LF	\$ 35.00	\$ 30,100.00
42	Stub & Plug	2	EA	\$ 1,000.00	\$ 2,000.00
43	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Non-Potable Water Supply					\$ 35,100.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 1,629,000.00
COST PER LOT					\$ 22,014.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

EXHIBIT G

**RIPFA LETTER OF GUARANTEE
INTERIM PUBLIC ACCESS WITHIN THE STAGE 2A DEVELOPMENT AREA**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

73 W. STEWART ROAD

LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

May 4, 2017

Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: Letter of Guarantee - Construction of Interim Public Access within the River Islands at Lathrop Stage 2A Development Area

This Letter of Guarantee is being made in lieu of a performance bond for the construction of an interim public access (public right of way) within the Stage 2A development area of the River Islands development project. River Islands Development, LLC ("RID") has requested the permanent closure of Cohen Road from Stage 1 to Paradise Road and Paradise Road from Stewart Road to the Stage 2A levee (see Exhibit "A" attached to this Letter of Guarantee). This closure would allow the construction of the Stage 2B levee system. The closure will not allow public traffic to utilize Paradise Road to access the River Islands development area while the construction of the Stage 2B levee is occurring, but still allow emergency vehicles access to the area via all-weather access roads.

RID plans to construct River Islands Parkway from its current terminus in Stage 1, through the Stage 2A development area and into Stage 2B and reconstruct Paradise Road within Stage 2B to restore public access to the project from the Tracy/Banta area. Until these roads are constructed and dedicated to the City for public use, the City is requiring security to restore public access to Paradise Road should RID fail to perform. We are providing you this Letter of Guarantee for this purpose.

The engineer's estimate as provided by O'Dell Engineering for a 28-foot-wide paved roadway, equivalent to existing Cohen Road, in the general alignment of proposed River Islands Parkway from Stage 1 to Paradise Road through Stage 2B is \$453,000 (See Exhibit "B"). The total length of this "guarantee roadway" is 6,150 linear feet. As a result, the Authority hereby agrees to set-aside funds in the amount of \$543,600, which amount is equal to 120% of the engineer's estimate, in-lieu of a performance bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including roadways.

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until August 1, 2020, or until such time that permanent roadways are

constructed and dedicated to the City to restore permanent public access to Paradise Road, whichever comes first. If the permanent roadways are not constructed, inspected and accepted by the City by August 1, 2020 and the deadline is not extended by the City in writing, no later than August 2, 2020, the Authority will cause one of the following to occur:

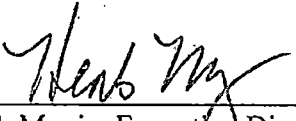
1. The Authority shall use the funds set aside in the Improvement Fund to construct a 28-foot-wide paved roadway in a new alignment, equivalent to the existing Cohen Road or, to reconstruct the existing 28-foot-wide paved Cohen and Paradise roadways in the original alignment at the City's direction. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadways necessary to restore access are constructed, inspected and operational, not to exceed December 31, 2020-.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable roadways. In such event, the City will use reasonable diligence to complete the construction of the roadways. Once permanent access has been constructed to the satisfaction of the City Engineer, and all costs related thereto have been paid, the City shall return any of the unspent funds and any investment earnings thereon to the Authority for redeposit to the Improvement Fund. Until the completion of the roadways and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it, and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs associated with the roadways necessary to restore public access, and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the remaining roadway work necessary to restore public access.
3. Since the construction of roadways within Stages 2A and 2B are phased and will continue to be constructed by RID, RD 2062 or the Authority over time, the Authority may request a reduction in the amount of funds necessary to be held from the Improvement Fund as segments of permanent public roadways are constructed and dedicated to the City. For instance, segments of River Islands Parkway through Stage 2A should be completed in late 2017/early 2018 and dedication of this segment would reduce the amount of security described herein. As a result, a reduction of \$88.40 per LF (\$543,600/6,150 LF) shall be granted for each linear foot permanently constructed and dedicated to the City.

The Authority shall retain the discretion to choose between the two options outlined above as the applicable security and to request reduction of the security as described in section 3 above. As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the

Glenn Gebhardt, City Engineer
City of Lathrop
May 4, 2017
Page 3 of 3

City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.

Sincerely,

By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

Enclosures: Exhibit "A": Location of Applicable Roadways – Cohen/Paradise
Exhibit "B": O'Dell Engineering – Engineer's Estimates

cc: Susan Dell'Osso, River Islands Development, LLC
John Zhang, O'Dell Engineering, Inc.

I Accept on Behalf of the City of Lathrop the Terms and Conditions
of the foregoing Letter of Guarantee.

By: _____
Glenn R. Gebhardt, City Engineer

Date

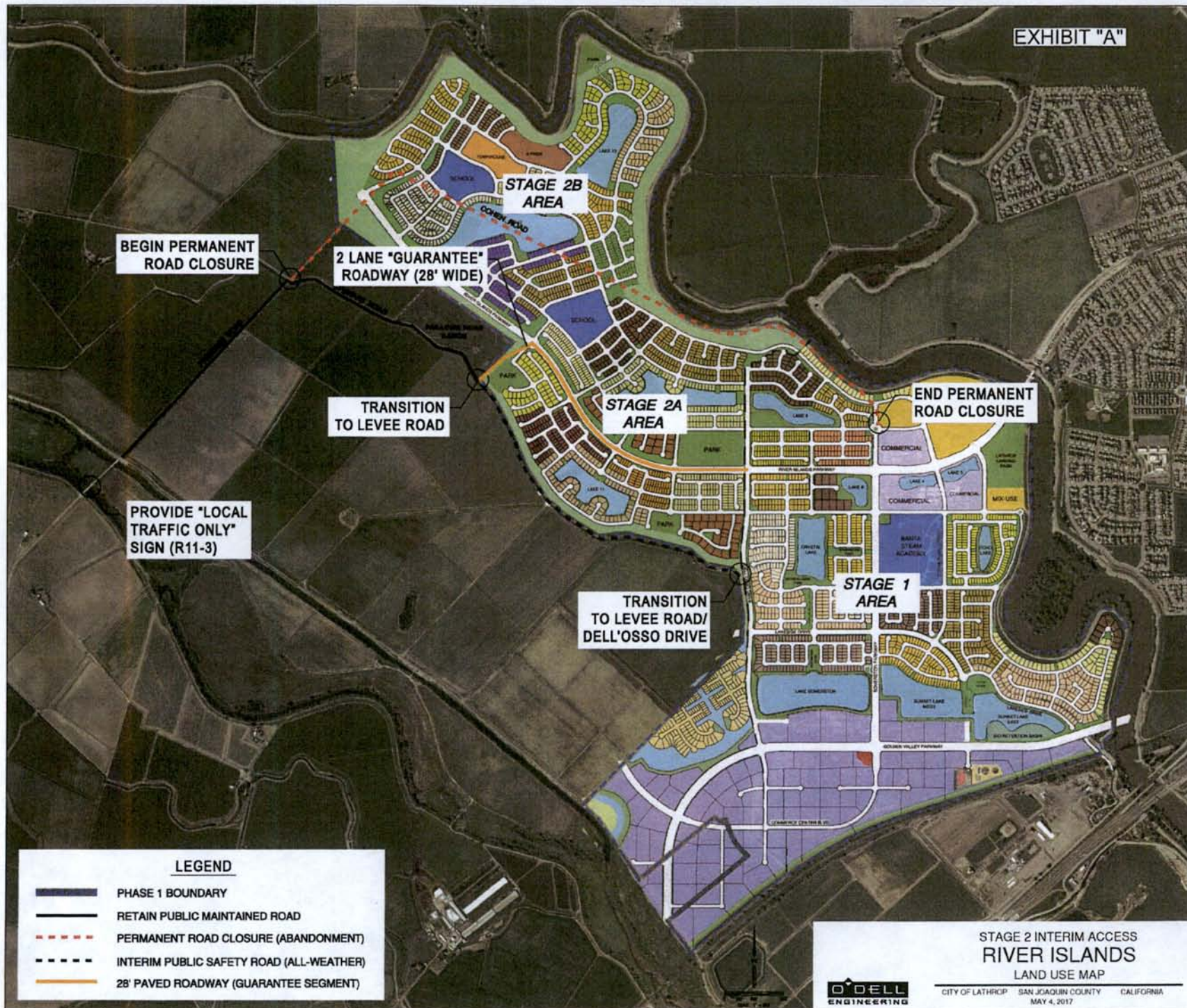


EXHIBIT "B"



ENGINEER'S OPINION OF PROBABLE COST
 INTERIM ROAD CONNECTION - STAGE 2A
 GUARANTEE
 RIVER ISLANDS - PHASE 1
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

May 4, 2017

Item	Description	Quantity	Unit	Unit Price	Amount
<u>SITE PREPARATION</u>					
1	Mobilization ¹	1	LS	\$ 25,000.00	\$ 22,750.00
2	Erosion Control	1	LS	\$ 2,500.00	\$ 2,500.00
	Subtotal Site Preparation				\$ 25,250.00
<u>GRADING</u>					
3	Earthwork ²	1,600	CY	\$ 5.00	\$ 8,000.00
	Subtotal Grading				\$ 8,000.00
<u>MISCELLANEOUS</u>					
4	3" AC (6150 LF)	172,200	SF	\$ 1.50	\$ 258,300.00
5	6" AB (6150 LF)	172,200	SF	\$ 0.90	\$ 154,980.00
6	Conform to Existing	2	LS	\$ 3,000.00	\$ 6,000.00
	Subtotal Miscellaneous				\$ 419,280.00
SUBTOTAL CONSTRUCTION COST					\$ 452,530.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 453,000.00

Notes:

- 1) Mobilization assumed to be 5% of total cost.
- 2) Earthwork quantity includes 35% shrinkage.

EXHIBIT H

**RIPFA LETTER OF GUARANTEE
RIVER ISLANDS PARKWAY WITHIN THE STAGE 2A DEVELOPMENT AREA**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

**73 W. STEWART ROAD
LATHROP, CALIFORNIA 95330**

TEL: (209) 879-7900

June 26, 2018

Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: Letter of Guarantee - Construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B Boundary (Lakeside East District) – Tract 3908

This Letter of Guarantee is being made in lieu of a performance bond for the construction of unfinished portions of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary within the Stage 2A development area of the River Islands development project (also known as the Lakeside East District). River Islands Public Financing Authority (Authority) is providing the funding for public improvements in the Stage 2A development area, including improvements to River Islands Parkway (Improvements). It is our understanding that a guarantee for construction of the River Islands Parkway Improvements through Stage 2A is required as a condition precedent to City Council approval of the Tract 3908 large lot subdivision map proposed by River Islands Development, LLC. Since the Authority is already setting aside funds for the full construction of River Islands Parkway, we are providing you this Letter of Guarantee as the required subdivision guarantee necessary for the Tract 3908 large lot final map.

The engineer's estimates as provided by O'Dell Engineering for the full cost of the of River Islands Parkway Improvements from Dell'Osso Drive to the Stage 2B boundary is \$5,264,000, and for the unfinished portions (as of June 15, 2018) of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is \$338,004 (attached as Exhibit "A"). The Authority hereby agrees to set-aside funds in the amount of \$450,000, which amount is equal to 180% of this engineer's estimate of the unfinished improvements, in-lieu of a 100% performance bond and 50% labor and materials bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including River Islands Parkway. Also attached to this Letter of Guarantee is an exhibit showing the portion of River Islands Parkway being guaranteed by this letter for your reference (Exhibit "B").

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until July 8, 2019, or until such time River Islands Parkway through Stage 2A is fully constructed, inspected and accepted into service by the City, whichever comes first. If this portion of River Islands Parkway is not constructed, inspected and accepted into service by the City by July 8, 2019 and the deadline is not extended by the City in writing, no later than September 30, 2019, the Authority will cause one of the following to occur:

1. The Authority shall use the funds set aside in the Improvement Fund to construct the River Islands Parkway Improvements. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadway will be constructed, inspected and operational, no later than one year from the deadline noted above.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable portion of River Islands Parkway. In such event, the City will use reasonable diligence to complete the construction of the River Islands Parkway. Until the completion of the River Islands Parkway and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs of the construction of the River Islands Parkway and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the unfinished portions of River Islands Parkway through Stage 2A.

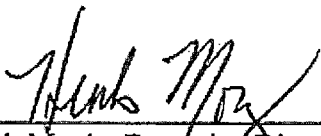
The Authority shall retain the discretion to choose between the two options outlined above. However, if any River Islands Parkway improvements remain incomplete on September 30, 2020, the Authority shall immediately resort to Option 2, and shall provide set aside moneys in the Improvement Fund as requested by the City to allow the City to complete the uncompleted improvements.

In addition, the commitment for the Authority to set aside these funds shall continue until the Improvements are constructed and accepted by the City Council, and the developer provides a one year maintenance bond in the amount of \$526,400 (10% of the full cost of the Improvements), or until the Authority provides an acceptable replacement letter of guarantee in that same amount of \$526,400 to guarantee the quality and condition of the full Improvements for one year from the date of acceptance by the City Council.

Glenn Gebhardt, City Engineer
City of Lathrop – Letter of Guarantee for Tract 3908
June 15, 2018
Page 3 of 3

As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.

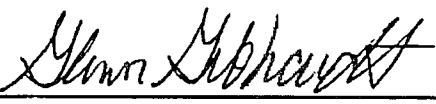
Sincerely,

By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

Enclosures: Exhibit "A": Engineer's Estimate of full improvements from O'Dell Engineering
and Engineer's Estimate of unfinished improvements from O'Dell
Engineering
Exhibit "B": Location of guarantee on River Islands Parkway

cc: Susan Dell'Oso, River Islands Development, LLC

I Accept on Behalf of the City of Lathrop the Terms and Conditions
of the foregoing Letter of Guarantee.

By: 
Glenn R. Gebhardt, City Engineer

7/9/18
Date

**ENGINEER'S OPINION OF PROBABLE COST
RIVER ISLANDS - STAGE 2A
RIVER ISLANDS PARKWAY
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA**

March 6, 2018
Job No.: 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	621,700	SF	\$ 0.45	\$ 279,765.00
2	7" AC Paving	316,800	SF	\$ 3.50	\$ 1,108,800.00
3	11" Aggregate Base	316,800	SF	\$ 1.65	\$ 522,720.00
4	12" Lime Treatment	316,800	SF	\$ 1.10	\$ 348,480.00
5	Vertical Curb and Gutter <i>(with AB cushion)</i>	9,600	LF	\$ 15.00	\$ 144,000.00
6	Type F Median Curb <i>(with AB cushion)</i>	9,100	LF	\$ 18.00	\$ 163,800.00
7	Roundabout Concrete	2,400	SF	\$ 5.00	\$ 12,000.00
8	Concrete Sidewalk	77,400	SF	\$ 5.00	\$ 387,000.00
9	Handicap Ramps	20	EA	\$ 2,500.00	\$ 50,000.00
10	Survey Monuments	7	EA	\$ 300.00	\$ 2,100.00
11	Barricades	1	EA	\$ 1,500.00	\$ 1,500.00
12	Traffic Signing & Striping	4,710	LF	\$ 5.00	\$ 23,550.00
13	Dewatering <i>(Budget)</i>	4,710	LF	\$ 75.00	\$ 353,250.00
Subtotal Street Work					\$ 3,396,965.00
<u>STORM DRAIN</u>					
14	Catch Basins <i>(type A Inlet)</i>	24	EA	\$ 2,400.00	\$ 57,600.00
15	15" Storm Drain Pipe	1,110	LF	\$ 34.00	\$ 37,740.00
16	18" Storm Drain Pipe	220	LF	\$ 46.00	\$ 10,120.00
17	24" Storm Drain Pipe	780	LF	\$ 65.00	\$ 50,700.00
18	Storm Drain Stub & Plug	9	EA	\$ 1,000.00	\$ 9,000.00
Subtotal Storm Drain					\$ 165,160.00
<u>SANITARY SEWER</u>					
19	24" Sanitary Sewer Pipe	50	LF	\$ 150.00	\$ 7,500.00
20	Manholes	24	LF	\$ 4,000.00	\$ 96,000.00
21	Connect to Existing Sanitary Sewer	2	EA	\$ 3,000.00	\$ 6,000.00
Subtotal Sanitary Sewer					\$ 109,500.00
<u>WATER SUPPLY</u>					
22	8" Water Line <i>(including all appurtenances)</i>	740	LF	\$ 32.00	\$ 23,680.00
23	10" Water Line <i>(including all appurtenances)</i>	280	LF	\$ 40.00	\$ 11,200.00
24	20" Water Line <i>(including all appurtenances)</i>	4,630	LF	\$ 100.00	\$ 463,000.00
25	Fire Hydrants	16	EA	\$ 4,000.00	\$ 64,000.00
26	Water Service	6	EA	\$ 2,000.00	\$ 12,000.00
27	Water Plug & Stub	9	EA	\$ 1,000.00	\$ 9,000.00
28	Connect to Existing Water	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal Water Supply					\$ 586,880.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>RECYCLED WATER</u>					
29	8" Recycled Water Flushing Line <i>(including all appurtenances)</i>	80	LF	\$ 45.00	\$ 3,600.00
30	12" Recycled Water Drain Line <i>(including all appurtenances)</i>	150	LF	\$ 55.00	\$ 8,250.00
31	16" Recycled Water Line <i>(including all appurtenances)</i>	4,650	LF	\$ 65.00	\$ 302,250.00
32	Recycled Water Plug & Stub	4	EA	\$ 1,000.00	\$ 4,000.00
33	Connect to Existing Recycled Water	1	EA	\$ 5,000.00	\$ 5,000.00
Subtotal Recycled Water					\$ 323,100.00
<u>NON-POTABLE WATER</u>					
34	8" Non-Potable Water Line <i>(including all appurtenances)</i>	650	LF	\$ 35.00	\$ 22,750.00
35	16" Non-Potable Water Line <i>(including all appurtenances)</i>	4,660	LF	\$ 80.00	\$ 372,800.00
36	Non-Potable Water Service	6	LF	\$ 2,000.00	\$ 12,000.00
37	Non-Potable Water Plug & Stub	7	EA	\$ 1,000.00	\$ 7,000.00
38	Connect to Existing Non-Potable Water	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Irrigation Water					\$ 417,550.00
<u>LAKE FILL LINE</u>					
39	16" Lake Fill Line <i>(including all appurtenances)</i>	4,820	LF	\$ 50.00	\$ 241,000.00
40	3" Aeration Line <i>(including all appurtenances)</i>	4,820	LF	\$ 4.00	\$ 19,280.00
41	Lake Fill Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
42	Connect to Existing Lake Fill Line	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Lake Fill Line					\$ 264,280.00
SUBTOTAL CONSTRUCTION COST					\$ 5,263,435.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 5,264,000.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.



ENGINEER'S BOND ESTIMATE
COST TO COMPLETE

June 13, 2018
Job No.: 25503-01

RIVER ISLANDS - STAGE 2A
RIVER ISLANDS PARKWAY
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
1	Sanitary Sewer & Water Raising Iron (95% Completion)	1	LS	\$ 54,400.00	\$ 54,400.00
2	Final AC Lift (90% Completion)	1	LS	\$ 246,604.00	\$ 246,604.00
3	Final Signing, Striping & Monument (0% Completion)	1	LS	\$ 37,000.00	\$ 37,000.00
TOTAL COST TO COMPLETE					\$ 338,004.00

Notes:

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Stage 2A River Islands Parkway (Dell'Osso Drive to Stage 2A/2B Levee) dated June 12, 2018.

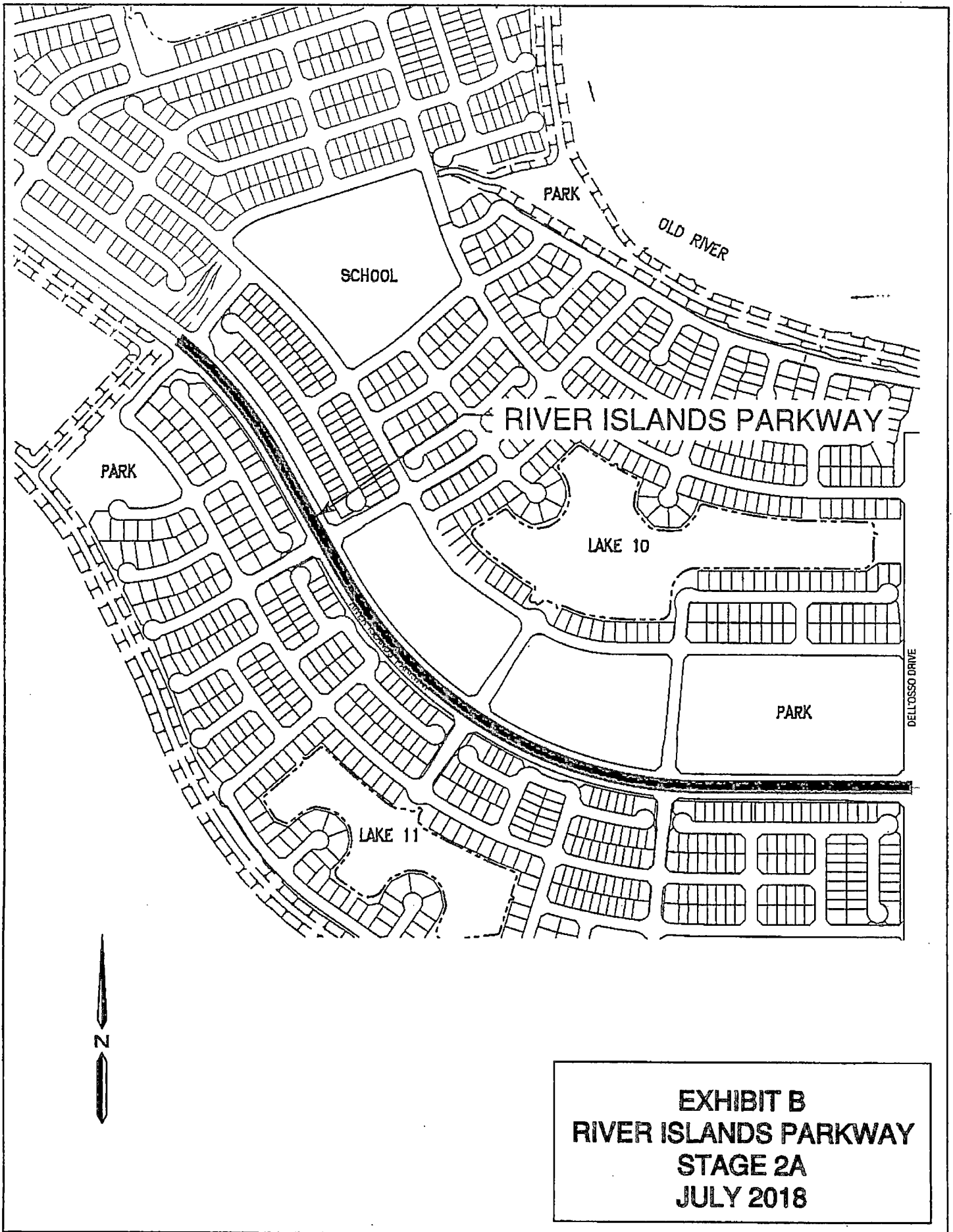


EXHIBIT I

**IRREVOCABLE OFFER OF DEDICATION
MARINA DRIVE**

*Recording Requested by and
Please Return to:*

City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

*This Instrument Benefits City Only.
No Fee Required.*

This Space Above for Recorder's Use Only

**IRREVOCABLE OFFER OF DEDICATION OF EASEMENT
FOR PUBLIC ROADWAY PURPOSES AND PUBLIC UTILITY EASEMENT
(TRACT 3989 – OFFSITE ROADWAY DEDICATION – MARINA DRIVE)**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, River Islands Development, LLC, a California limited liability company, hereby grant(s) to the CITY OF LATHROP, a municipal corporation in the County of San Joaquin, State of California, an easement for ingress, egress and road purposes, and a public utility easement (PUE), over and across the hereinafter described real property situated in City of Lathrop and more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California, and may be accepted at any time by the City Engineer of the City of Lathrop. This Offer of Dedication may be terminated, and right to accept such offer abandoned in the same manner as is prescribed for the vacation of streets or highways by Part 3 of Division 9, or Chapter 2 of Division 2 of the Streets and Highways Code of the State of California, whichever is applicable.

The above-described easement is to be kept open, clear and free from buildings and structures of any kind. This Offer of Dedication shall be irrevocable and shall be binding on the Grantor's heirs, executors, administrators, successors and assigns.

Signed this _____ day of October, 2018.

RIVER ISLANDS DEVELOPMENT, LLC
a California limited liability company

By: _____
Name: Susan Dell'Osso
Its: President

(Notary Acknowledgment Required for Each Signatory)

This is to certify that the interest in real property offered herein to the City of Lathrop is hereby acknowledged by the undersigned, City Clerk, on behalf of the City of Lathrop City Council to authority conferred by the Lathrop Municipal Code and the grantee(s) consent(s) to the recordation thereof by its duly authorized officer

TERESA VARGAS, CITY CLERK

By: _____

Date: _____

EXHIBIT A
LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION FOR RIGHT-OF-WAY PURPOSES
TRACT 3989- VILLAGE U
OFFSITE ROADWAY DEDICATION- MARINA DRIVE
RIVER ISLANDS
LATHROP, CALIFORNIA

CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 4, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT 3908, RIVER ISLANDS, STAGE 2A, LARGE LOT FINAL MAP", FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 52, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE (ROADWAY EASEMENT):

BEGINNING AT THE SOUTHWESTERN CORNER OF SAID PARCEL 4, AT THE SOUTHERLY TERMINUS OF COURSE L29, LABELED AS "NORTH 08°28'09" EAST 60.23 FEET", ALL AS SHOWN ON SHEET 8 OF SAID MAP OF TRACT 3908;

THENCE, LEAVING SAID POINT OF BEGINNING, ALONG WESTERN LINE OF SAID PARCEL 4 AS SHOWN ON SAID MAP, NORTH 08°28'09" EAST 60.23 FEET TO AN ANGLE POINT THEREIN;

THENCE, LEAVING SAID WESTERN LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,799.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 03°23'42" EAST, THROUGH A CENTRAL ANGLE OF 03°23'42", AN ARC DISTANCE OF 165.85 FEET;

THENCE, EAST 977.31 FEET;

THENCE, NORTH 45°00'00" EAST 35.36 FEET TO A POINT ON THE EASTERN LINE OF SAID PARCEL 4, AS SHOWN ON SAID MAP;

THENCE, ALONG THE EASTERN AND SOUTHERN LINE OF PARCEL 4, RESPECTIVELY, AS SHOWN ON SAID MAP, THE FOLLOWING FIVE (5) COURSES:

- 1) SOUTH 55.00 FEET,
- 2) ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,455.00 FEET, THROUGH A CENTRAL ANGLE OF 02°09'57", AN ARC DISTANCE OF 55.00 FEET,
- 3) NORTH 44°09'47" WEST 34.84 FEET,
- 4) WEST 977.00 FEET, AND
- 5) ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,859.00 FEET, THROUGH A CENTRAL ANGLE OF 03°30'07", AN ARC DISTANCE OF 174.74 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1.63 ACRES, MORE OR LESS.

EXHIBIT A
IRREVOCABLE OFFER OF DEDICATION
FOR OFF-SITE ROADWAY PURPOSES
FOR TRACT 3989- VILLAGE U

SEPTEMBER 27, 2018
JN 25502

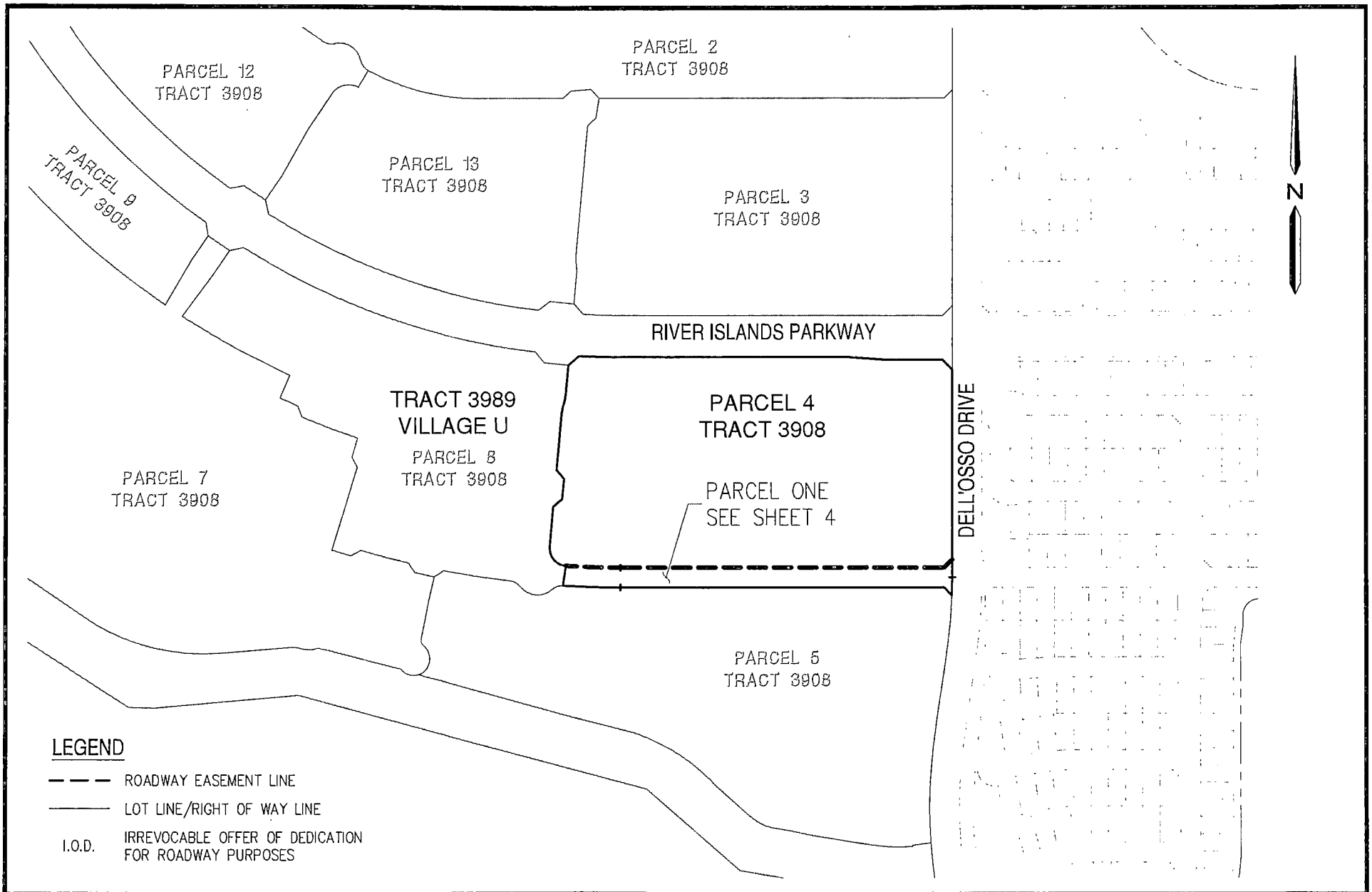
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

Paul Kittredge
PAUL KITTREDGE
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 5790

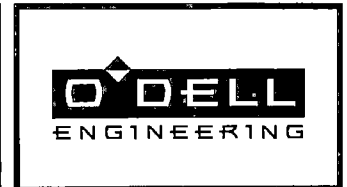
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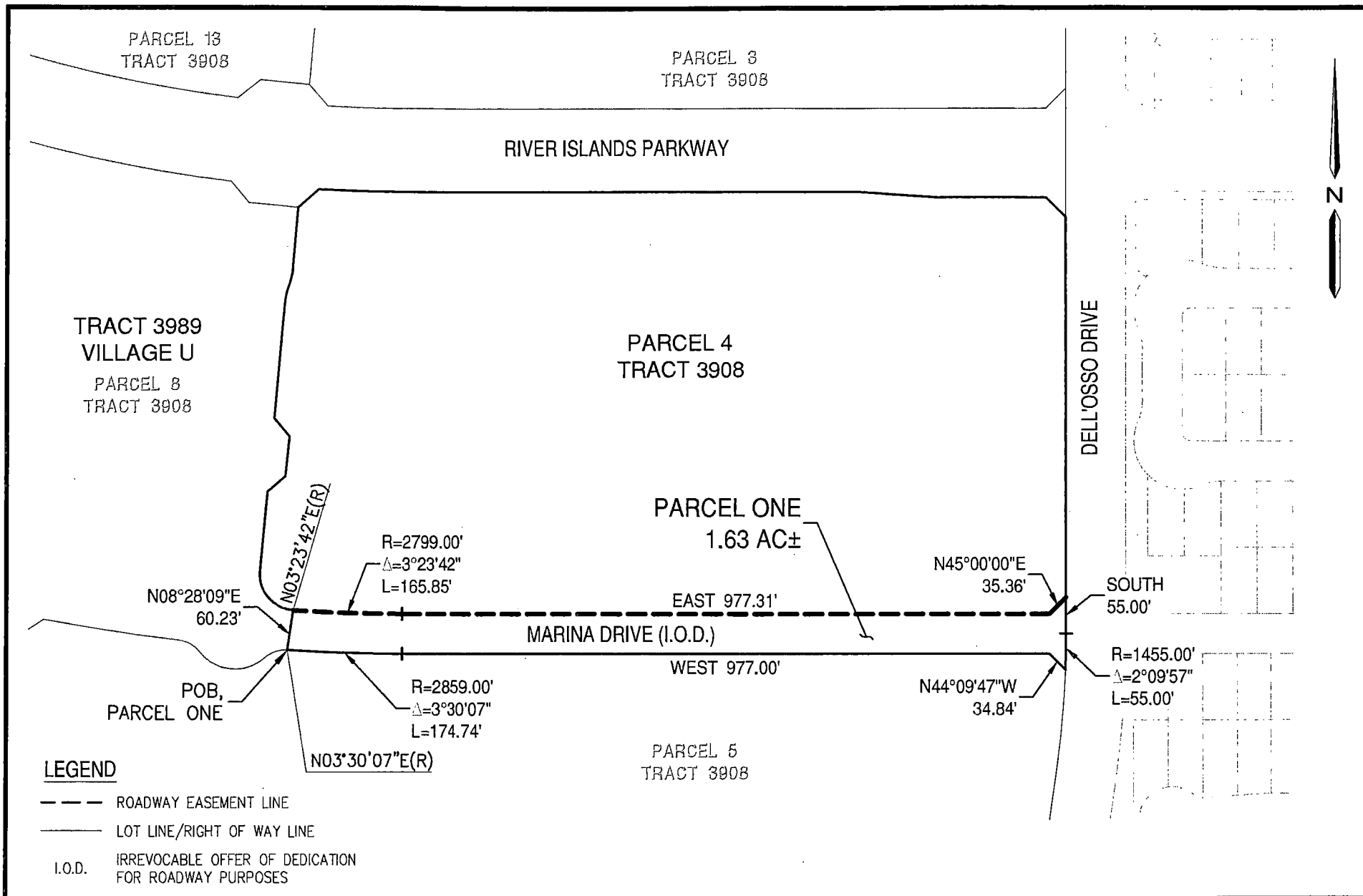


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FILE:	
DATE: 09/20/2018	SHEET: 3 OF 4

EXHIBIT A RIVER ISLANDS - STAGE 2A, VILLAGE U TRACT 3989- OFFSITE ROADWAY EASEMENT IRREVOCABLE OFFER OF DEDICATION - MARINA DRIVE		
CITY OF LATHROP	SAN JOAQUIN COUNTY	CALIFORNIA

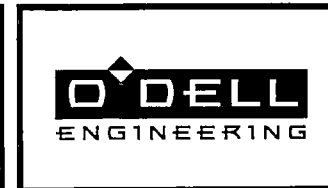


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SCALE: 1" = 200'	
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DATE: 09/20/2018	SHEET: 4 OF 4

EXHIBIT A RIVER ISLANDS - STAGE 2A, VILLAGE U TRACT 3989- OFFSITE ROADWAY EASEMENT IRREVOCABLE OFFER OF DEDICATION - MARINA DRIVE		
CITY OF LATHROP	SAN JOAQUIN COUNTY	CALIFORNIA



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

ATTACHMENT D

October 8, 2018

Via Email and First Class Mail

Old Republic Title Company
3558 Deer Park Drive, Suite 103
Stockton, CA 95219
Attn: Karen Sayles

Re: Recordation of Final Map 3989; Escrow No. 1614020159

Dear Karen:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Development, LLC, a California limited liability company ("**RID**"), and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The 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 RID 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, 2018, at the time designated in writing by RID, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 2019, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Documents

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

B.1. One original Final Map for Tract 3989, executed and acknowledged by the City.

B.2. One original Irrevocable Offer of Dedication for portion of Marina Drive from Dell'Osso Drive to Oberlin Avenue, executed and acknowledged by the City.

B.3. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities).

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

B.4. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services).

B.5. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services).

B.6. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental).

The documents listed in Items B.1, B.2, B.3, B.4, B.5 and B.6 above are referred to as the "**Recordation Documents**." The Recordation Documents shall be recorded in the order referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

Prior to recording the Recordation Documents, please confirm that you have received copies or originals of the following documents: (i) Unanimous Approval of Annexation to a Community Facilities District and Related Matters, City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities); (ii) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services); (iii) Consent to, and Ballot in favor of, Annexation of Real Property to Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance); and (iv) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental). The original City of Lathrop Unanimous Approval must be delivered to the City of Lathrop. The original Consents and Ballots for River Islands Public Financing Authority CFD Nos. 2013-1 and 2016-1 and Island Reclamation District No. 2013-1 must be delivered to Karna Harrigfeld 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), Kristin Harvey at NBS (kh Harvey@nbsgov.com), Cindy Yan at Goodwin Consulting Group (cindy@goodwinconsultinggroup.net), Susan Dell'Osso (sdelloso@riverislands.com) and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of all documents.

C. Funds and Settlement Statement

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

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

amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RID.

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 set forth below:

- The amount of \$35,035.64, 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 \$3,076.00 multiplied by 11.39 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. (Note: Parcels 1-3 reserved for future use.)

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: Susan Dell'Osso (sdelloso@riverislands.com), Debbie Belmar (dbelmar@riverislands.com), Stephen Salvatore (ssalvatore@ci.lathrop.ca.us), Salvador Navarrete (snavarrete@ci.lathrop.ca.us), Cari James (cjames@ci.lathrop.ca.us) and Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt that the Settlement Statement is accurate and acceptable.

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

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

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

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

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

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

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 RID that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Development, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso
- E.5. Notify Susan Dell'Osso, Debbie Belmar, Stephen Salvatore, Glenn Gebhardt 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, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Salvador Navarrete, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:
 - (A) A certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and
 - (B) A certified copy of the final Settlement Statement.

F. Additional Instructions

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts. Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions, by executing and dating a copy of these Escrow Instructions where indicated below, initialing all pages and returning it to both of the undersigned.

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

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

Very truly yours,

Stephen J. Salvatore
City Manager
City of Lathrop

Susan Dell'Osso
President
River Islands Development, LLC

**ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:**

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

Old Republic Title Company

By: _____
Its: _____
Date: _____

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**CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING**

ITEM: APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 51 LOTS IN TRACT 3994 VILLAGE "T" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 3994 Village "T" within the Lakeside East District, Totaling 51 Single-Family Lots and a Subdivision Improvement Agreement with River Islands Development, LLC

SUMMARY:

On June 1, 2015, the City approved an amendment to Vesting Tentative Map Tract 3694 (VTM 3694), Phase 1 of River Islands at Lathrop that revised conditions of approval for new development within Phase 1. On July 18, 2018, the Lathrop Planning Commission approved a Neighborhood Design Plan and Architectural Guidelines, and Design Standards (AG/DS) for the Lakeside East District (also known as "Stage 2A") within Phase 1. A Master Parks Plan amendment that includes revisions to parks and open space to the Stage 2A area is pending Planning Commission action tentatively on October 17, 2018.

On August 25, 2016, the City Community Development Department approved a Finding of Substantial Conformance for VTM 3694 for the Stage 2A sub-planning area. This action allowed minor changes in the land use pattern for VTM 3694 at the request of River Islands Development, LLC (RID). This proposed Final Map Tract 3994 for Richmond American Homes will be the first tract map within the Village "T" area. Richmond American is proposing fifty-one (51) 47' x 100' single-family lots. A Vicinity Map is included as Attachment B.

Staff recommends that the City Council approve the proposed Final Map Tract 3994, Village "T" and a Subdivision Improvement Agreement (Attachment C) with River Islands Development, LLC ("River Islands").

BACKGROUND:

On March 27, 2007, the City Council approved VTM 3694 and amended VTM 3694 on June 1, 2015, with updated conditions of approval. Tract 3994 as proposed by RID, as the subdivider, complies with the most current conditions of approval.

The land for Tract 3994 is within the geographic boundaries of VTM 3694 (Phase 1) first approved by Council on March 27, 2007, and amended on June 1, 2015, with updated conditions of approval.

**OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING
FINAL MAP FOR TRACT 3994 VILLAGE "T" TOTALING 51 SINGLE-FAMILY
LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC**

On July 9, 2018, the City Council approved Tract 3908, a large lot final map consistent with conditions of approval for VTM 3694. This large lot final map creates large "blocks" of land that are consistent with future proposed small lot final maps associated with the planning of the Lakeside East District.

This provides RID the ability to process small lot final maps in an orderly fashion where one small map does not depend on another. The approval of Tract 3908 also required the posting of security for the construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary which provides the primary access from the existing River Islands development to Village "T" and the rest of the Stage 2A sub-planning area.

On July 18, 2018, the Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines, and Design Standards (AG/DS) for the Lakeside East District (also known as "Stage 2A") within Phase 1. While the NDP contains conceptual guidance on parks within Lakeside East, a Master Parks Plan amendment that includes revisions to parks and open space to the Stage 2A area is pending Planning Commission action at its meeting on October 17, 2018.

As required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee certain off-site and on-site improvements. As a result, the SIA for Tract 3994 requires that security (bonds, cash or equivalent) are posted to guarantee unfinished infrastructure within Village "T." In the case of Village "T," all improvements but street striping and monuments are completed, and a letter of guarantee was provided by River Islands Public Financing Authority (RIPFA) as security for these unfinished improvements.

The SIA also refers to the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements ("Off-site Agreement") that was first approved by the City on September 30, 2013, to the extent that the Off-site Agreement is still valid for certain improvements. Tract 3994 will not trigger any additional off-site improvements and the Off-site Agreement will apply to Tract 3994 as it has to all previous final maps in River Islands with no additional security for off-site improvements.

As stated, all in-tract improvements have been completed, other than thermoplastic striping and street monuments. Acceptance of all public improvements will be processed by staff at a later date when the unfinished improvements are complete. At that time, RID will be required to post one (1) year maintenance bonds as a warranty for the completed infrastructure.

As with all new development within Phase 1 of River Islands, Village "T" will need to be annexed to the three different Community Facilities Districts (CFDs) for maintenance purposes (City, RD 2062 and RIPFA). The final map for the large lot Tract 3908 recorded on September 20, 2018. Therefore, Village T will be annexed with Village U Tract 3989 scheduled for Council approval on October 8, 2018.

OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING**FINAL MAP FOR TRACT 3994 VILLAGE "T" TOTALING 51 SINGLE-FAMILY LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC**

Finally, before the Final Map Tract 3994 is recorded, RID must also satisfy the Escrow Instructions (Attachment D) that guarantee all required fees are paid.

REASON FOR RECOMMENDATION:

The applicant has completed the street and utility improvements within the entirety of Village "T" with the exception of the thermoplastic striping. RID shall provide a 10% maintenance bond to guarantee the full improvements (completed and uncompleted) for one year once the striping is completed. Prior to acceptance of these improvements, RID has provided the tract map, the tract improvement plans, all required documents and all fees for Tract 3994. Following is a summary of documents and fees related to this subdivision:

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements provided by Letter of Guarantee by Substitution of Security "Set-Aside Letter," dated April 23, 2018.	Completed
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided by Letter of Guarantee by Substitution of Security "Set-Aside Letter," dated April 23, 2018.	Completed
5. Street Improvement, Landscape Plans	Completed
6. Street Light, Joint Trench Plans	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 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency maintenance	Completed
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

CITY MANAGER’S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING
FINAL MAP FOR TRACT 3994 VILLAGE “T” TOTALING 51 SINGLE-FAMILY
LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC

Page 4

15.	Tract 3994 Village T - City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) will be annexed with Village U	Approval Pending with FM Tract 3989 Village U
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

The above-noted documents and fees are required by the VTM 3694 conditions of approval prior to approval of the 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 this Tract 3994 have already been completed including construction of levees, participation in construction of a Wastewater Treatment Plant (Consolidated Treatment Facility) and related storage ponds and sprayfields, purchase of SSJID surface water and construction of utility infrastructure to serve the proposed Tract. Additional off-site improvements that are required to serve this Final Map are detailed in the Off-site Agreement approved by the City Council in 2014.

Before the Final Maps are recorded, RID must also satisfy the Escrow Instructions (Attachment D) that guarantee all required payments to the Sierra Club are made under the terms of the 3rd Amendment to the Development Agreement.

BUDGET IMPACT:

There is no budget impact to the City. All City costs are covered by development fees, and any shortfalls in City maintenance and operating costs are covered by the CFD’s for maintenance. RID is also providing funds necessary to defray any staff time required to process their request.

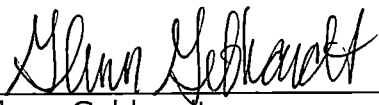
ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 3994 Village “T” within the Lakeside East District, Totaling 51 Single-Family Lots and a Subdivision Improvement Agreement with River Islands Development, LLC
- B. Village “T” Vicinity Map
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development, LLC, a California limited liability company, for Tract 3994, Village “T”
- D. Escrow Instructions for Final Map Tract 3994 Village “T”

CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING
FINAL MAP FOR TRACT 3994 VILLAGE "T" TOTALING 51 SINGLE-FAMILY
LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC


Page 5

APPROVALS



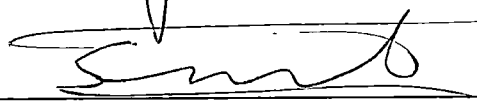
Glenn Gebhardt
City Engineer

9/26/18
Date




Cari James
Finance Director

10/1/18
Date



Salvador Navarrete
City Attorney

9-26-18
Date



Stephen J. Salvatore
City Manager

10.2.18
Date

RESOLUTION NO. 18-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE FINAL MAP FOR TRACT 3994 TOTALING
51 SINGLE-FAMILY LOTS AND A SUBDIVISION IMPROVEMENT AGREEMENT
WITH RIVER ISLANDS DEVELOPMENT, LLC,**

WHEREAS, on March 27, 2007, the City Council approved Vesting Tentative Map No. 3694 (VTM 3694) with Conditions of Approval for a residential and commercial development that is consistent with the West Lathrop Specific Plan (WLSP) and the River Islands Urban Design Concept (UDC); and

WHEREAS, on June 1, 2015, the City Council approved amendments to the VTM, WLSP and UDC, with amended conditions of approval; and

WHEREAS, on August 25, 2016, the City Community Development Department approved a Finding of Substantial Conformance for VTM 3694 for the Stage 2A sub-planning area that allowed minor changes in the land use pattern for VTM 3694 and the approval of final maps within Stage 2A; and

WHEREAS, Tract 3994, the proposed subdivision, is part of the Lakeside East District of River Islands as described in the UDC, consisting of 51 lots covered by VTM 3694, located on the west side of the San Joaquin River, north of Union Pacific Railroad; and

WHEREAS, in its review of Tract 3994, the Stewart Tract Design Review Committee recommended approval of Tract 3994 on September 12, 2018; and

WHEREAS, River Islands Development, LLC (RID), has completed or has guaranteed completion of all public improvements on Tract Map 3994, as identified on the approved improvement plans and has completed or guaranteed completion of all required documents and payment of all fees; and

WHEREAS, a Subdivision Improvement Agreement between the City and RID and provision of security by RID for unfinished and deferred improvements are required prior to final map approval per the Lathrop Municipal Code Section 16.16.190; and

WHEREAS, a Subdivision Improvement Agreement has been signed by RID and presented to the City for approval and signature; and

WHEREAS, upon acceptance of all improvements as complete, a one-year maintenance and repair bond will be required to secure the RID obligation to maintain all improvements and repair or correct any defective work; and

WHEREAS, several conditions of approval of VTM 3694 are satisfied by the 3rd Amendment to the Development Agreement between the City and Califia, LLC, which the City Council approved on October 7, 2013; and

WHEREAS, off-site improvements necessary for access to Village T were guaranteed with Letters of Guarantee provided by River Islands Financing Authority on March 4, 2017, and June 26, 2018; and

WHEREAS, City staff has confirmed that all Conditions of Approval of VTM 3694 required for approval of Final Map 3994 have been met, including those Conditions of Approval satisfied under the Subdivision Improvement Agreement and Off-Site Agreement; and

WHEREAS, the City Engineer has confirmed that the Final Map for Tract 3994 is substantially the same as it appeared on VTM 3694, is technically correct, and complies with the requirements of the Subdivision Map Act and Lathrop Municipal Code, Chapter 16.16; and

WHEREAS, annexation for Tract 3994 Village T, will be incorporated with Village U Tract 3989 for the three maintenance CFDs by RD 2062, RIPFA, the City; and

WHEREAS, RID will satisfy the escrow requirements to fund the Settlement Fee prior to recordation of the Final Map for Tract 3994; and

WHEREAS, RID has ensured that as a condition precedent to the recordation of the final map for Tract 3994 that the large lot final map Tract 3908 is recorded with the San Joaquin County Clerk-Recorder's Office; and

WHEREAS, Capital Facilities Fees are not required until such time as the builder applies for building permits.

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

1. The City Manager, or their designee, is authorized to execute Final Map Tract 3994 "T" and is hereby approved as submitted as part of the public record with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.
2. That the City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Development, LLC, in substantially the form as attached to the October 8, 2018 staff report, the file executed copy will be filed with the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 8th day of October, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

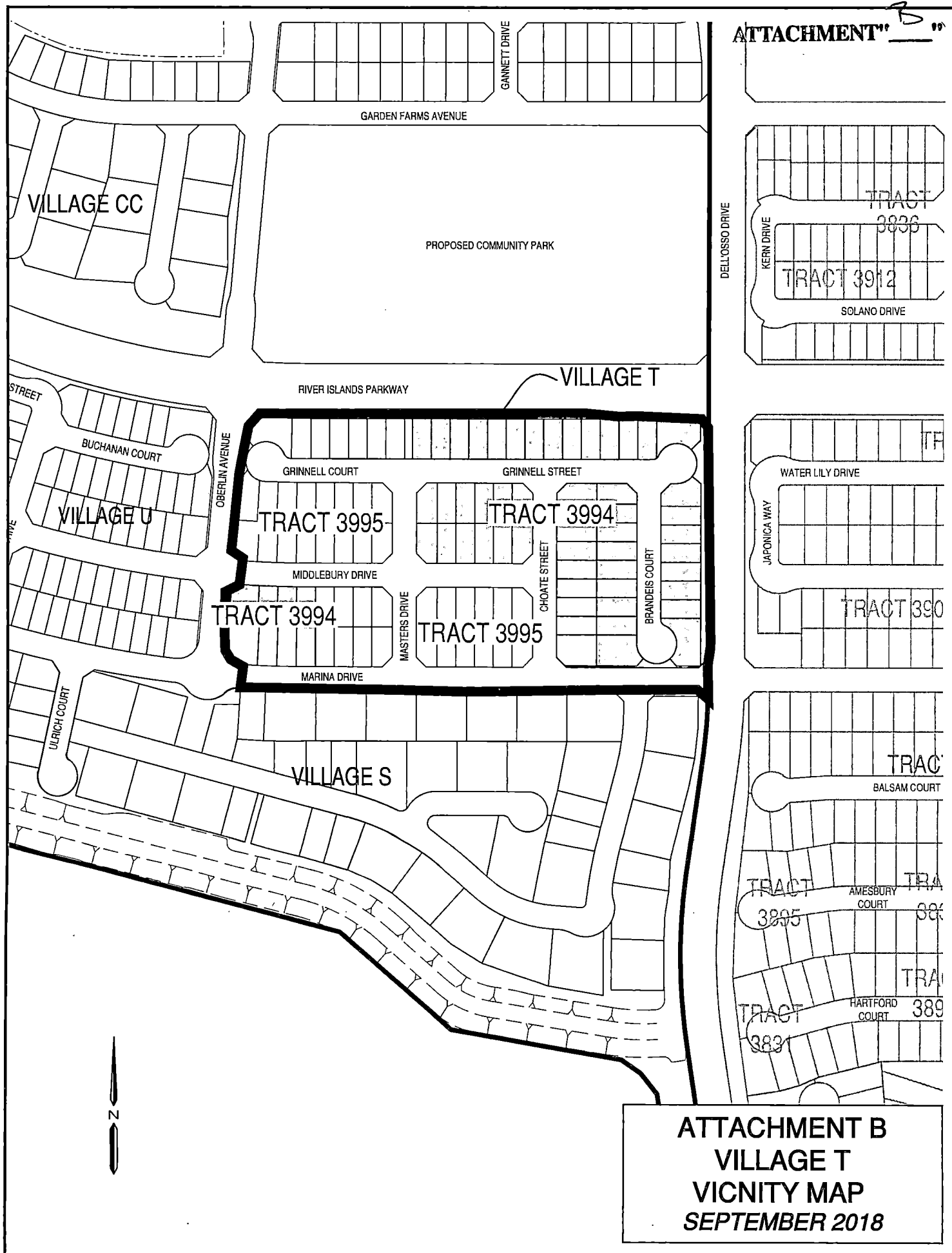
ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



**ATTACHMENT B
VILLAGE T
VICINITY MAP
SEPTEMBER 2018**

CITY OF LATHROP**SUBDIVISION IMPROVEMENT AGREEMENT****River Islands (Lakeside East District) - Tract 3994, Village "T"****River Islands Development, LLC, a California limited liability company**

RECITALS

A. This Agreement is made and entered into this **8th day of October, 2018**, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and River Islands Development, LLC, a California limited liability company (hereinafter "SUBDIVIDER").

B. At its meeting on May 15, 2017, CITY approved the temporary closure of Cohen and Paradise Roads associated with construction and grading activities in Stage 2 of River Islands. This approval requires SUBDIVIDER to construct a paved public roadway to connect any remaining gaps between the Paradise Road and Stewart Road intersection and the Somerston Parkway/River Islands Parkway intersection by August 1, 2020. As a result, previously provided security in the form of a Letter of Guarantee from the River Islands Public Financing Authority ("RIPFA") has guaranteed the replacement of Cohen Road and Paradise Road with a set aside of bond proceeds (Exhibit G) in the amount of \$543,600, that is available to CITY if SUBDIVIDER does not meet the deadline of August 1, 2020. Further, the amount of set aside bond proceeds shall be reduced by the City Engineer as River Islands Parkway is extended to replace these removed roadways. The closed portion of Stewart Road is not anticipated to be replaced, but it remains for now as legal access to parcels fronting Stewart Road and as emergency access. The security referenced in this recital shall remain in place for this final map and all final maps associated with this access until it is no longer necessary.

C. At its meeting on July 9, 2018, CITY approved the Tract 3908 large lot final map which includes the Village "T" area within Stage 2A of River Islands. The approval of Tract 3908 required security for the construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary. As a result, previously provided security in the form of a Letter of Guarantee from RIPFA has guaranteed the construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary with a set aside of bond proceeds (Attachment H) in the amount of \$450,000, that is available to CITY if SUBDIVIDER does not meet a September 30, 2019, deadline or as may be extended by CITY. The security referenced in this recital shall remain in place for this final map and all final maps associated with it until River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is fully constructed and accepted into use by CITY.

D. 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 3994. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tracts 3994 and Tract 3995 (Village "T") located within the Lakeside East District of River Islands Phase 1, which also includes major streets necessary to access the site. The unfinished portion of improvements total \$22,300 and both performance and labor and materials security is required by the Lathrop Subdivision Ordinance and the Subdivision Map Act will be posted as outlined in this Tract 3994 (Village "T") Subdivision Improvement Agreement.

E. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 3994 and Tract 3995 and as noted in Recital D security shall be required for the unfinished portion of these improvements along with other required infrastructure associated with Tract 3994 and Village "T" overall. Improvement plans and street light plans prepared by Power Systems Design, Inc., have already been approved by CITY. The street, sidewalk, underground utility, storm drainage, street light, and joint trench improvements (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 3994 and Tract 3995 are required security as outlined in this Agreement.

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

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Lakeside East neighborhood, to the limits identified on Exhibit A including the public landscaping, streetlight, and joint trench improvements. 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 last home constructed in Tract 3994 that is conveyed to a private interest not associated with the transfer of title of Tract 3994 associated with the filing of Tract 3994 (homebuilder) or prior to the completion and occupancy of the last production dwelling unit associated with Tract 3994, or prior to December 1, 2019, whichever comes first. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.

3. CITY, or its agent(s), shall at any time during the progress of the Improvements have free access thereto and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.
4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of 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 Maintenance Bond in the amount of \$232,500, equal to 10% of the estimated cost of the Improvements for the Village "T" entire area (\$2,325,000) as included in the Engineer's estimate attached to this Agreement as Exhibit F, to insure SUBDIVIDER's repair and maintenance of the Improvements in accordance with the terms of this Agreement. The Maintenance Bond shall be released at the end of the one-year guarantee period provided no claims against it are then outstanding.
7. Because some of the backbone improvements referenced in Recitals B and C are required to provide access and to Tract 3994 and are associated with adjacent tracts as otherwise described in this Agreement, as well as the "Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements ("2013 Agreement"), approved by CITY on September 30, 2013, the security required by the 2013 Agreement shall remain in place for the following:

Rehabilitation of the pavement on Stewart/Cohen and Paradise Roads within the limits of Stewart Tract, as detailed on the attached Exhibit "D" and rehabilitation is guaranteed by a performance bond. Full improvement and acceptance of these streets shall be completed prior to release of security previously posted by SUBDIVIDER.
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 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 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 not entirely complete, SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 3994 and Tract 3995 as included and described in Exhibit E of this Agreement. The amount of the security shall be equal to a performance bond equal to 120% of the amount of unfinished improvements as shown in Exhibit E ($\$20,500 \times 120\% = \$24,600$ – performance bond amount) as indicated in Recital D. The corresponding labor and materials bond amount shall be 50% of the performance bond amount ($\$24,600 \times 50\% = \$12,300$) also as indicated in Recital D. Further, SUBDIVIDER shall also comply with CITY's insurance requirements set forth on Exhibit C attached hereto and incorporated herein.

10. 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.

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 (CFDs) 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 3994 and Tract 3995.

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. 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 3994
- EXHIBIT B TRACT 3994 AND VILLAGE "T" AREA
- EXHIBIT C: CITY INSURANCE REQUIREMENTS
- EXHIBIT D: COHEN/PARADISE/STEWART REHABILITATION MAP
- EXHIBIT E: UNFINISHED IMPROVEMENT COST ESTIMATE
- EXHIBIT F: VILLAGE "T" IMPROVEMENTS ENGINEER'S ESTIMATE
- EXHIBIT G: RIPFA LETTER OF GUARANTEE - INTERIM PUBLIC ACCESS WITHIN
THE STAGE 2A DEVELOPMENT AREA
- EXHIBIT H: RIPFA LETTER OF GUARANTEE – RIVER ISLANDS PARKWAY WITHIN
THE STAGE 2A DEVELOPMENT AREA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 8th day of October, 2018, at Lathrop, California.

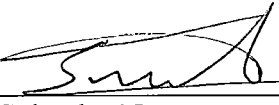
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

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

BY: _____
Teresa Vargas Date
City Clerk

BY: _____
Stephen J. Salvatore Date
City Manager

APPROVED AS TO FORM

BY:  9-26-18
Salvador Navarrete Date
City Attorney

River Islands Development, LLC
a California limited liability company

BY: _____
Susan Dell'Osso Date
President
"SUBDIVIDER"

EXHIBIT A

FINAL MAP - TRACT 3994

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 3994, RIVER ISLANDS, STAGE 2A, VILLAGE 1", CITY OF LATHROP, CALIFORNIA, CONSISTING OF ELEVEN (11) 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 UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS MARINA DRIVE, MIDDLEBURY DRIVE, GRINNELL STREET, GRINNELL COURT, MASTERS DRIVE, CHOATE STREET, AND BRANDERS COURT, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, POLES, WIRES, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT).

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT FOR THE PURPOSES OF REPAIR AND MAINTENANCE OF THE SOUND WALL FOR THE AREAS DESIGNATED AS "WALL EASEMENT" (W.E.) AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, STORM DRAIN FACILITIES AND THEIR APPURTENANCES, UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "STORM DRAIN EASEMENT".

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE, PARCELS C AND E FOR PURPOSES OF OPEN SPACE, INCLUDING PUBLIC UTILITIES AND STORM DRAIN FACILITIES, FENCE MAINTENANCE, AND APPURTENANCES THERETO, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE, PARCELS A, B, D, AND F, FOR PURPOSES OF OPEN SPACE, INCLUDING 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 5, 10, 11, 16, 31, 47 AND 48, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ||||| AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 1 THROUGH 5 FOR FUTURE DEVELOPMENT.

OWNER: RIVER ISLANDS DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

BY: _____ DATE _____
NAME: SUSAN DELL'OSSO
ITS: PRESIDENT

DATED THIS _____ DAY OF _____, 201__.

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-160886, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY: _____
NAME: _____
ITS: _____

ACKNOWLEDGEMENT CERTIFICATE (OWNER'S)

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 _____, 201__ BEFORE ME, _____

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

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

WITNESS MY HAND:

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

TRACT 3994 RIVER ISLANDS - STAGE 2A VILLAGE T

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 4 OF TRACT 3908 (43 MAP 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018



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 3994, RIVER ISLANDS, STAGE 2A, VILLAGE 1", CITY OF LATHROP, CALIFORNIA, CONSISTING OF ELEVEN (11) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 201__, 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, WALL EASEMENTS, STORM DRAIN EASEMENTS, PARCELS A THROUGH F, AND THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 5, 10, 11, 16, 31, 47 AND 48, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL |||||, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREET, AVENUES AND WAYS 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 }

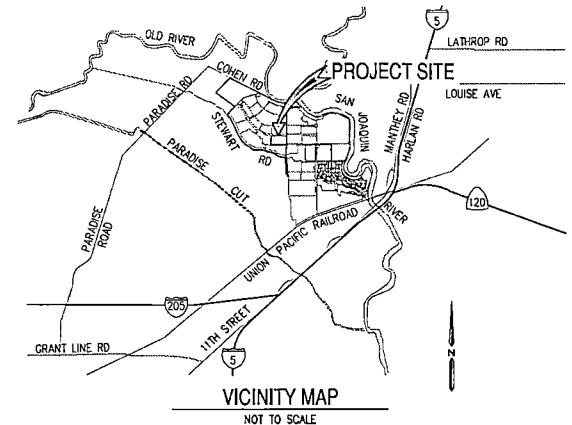
ON _____, 201__ BEFORE ME, _____

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

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

WITNESS MY HAND:

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



SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO TENTATIVE MAP NO. 3694 APPROVED BY THE PLANNING COMMISSION.

DATED THIS _____ DAY OF _____, 201__.

MARK MEISSNER, COMMUNITY DEVELOPMENT ASSISTANT DIRECTOR
CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, GLENN GEBHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3994, RIVER ISLANDS, STAGE 2A, VILLAGE 1", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP NO. 3694, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 201__.

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



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 201__, AT _____, N.
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FEE: \$ _____

STEVE BESTOLARIDES
ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

By: _____
ASSISTANT/DEPUTY RECORDER

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT
RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO
THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

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 25, 2018. 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, 2023, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACTED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 201__.

DYLAN CRAWFORD, P.L.S. NO. 7788



CITY SURVEYOR'S STATEMENT

I, LAWRENCE GOSSETT, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3994, RIVER ISLANDS, STAGE 2A, VILLAGE 1", 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 _____, 201__.

LAWRENCE GOSSETT, P.E. 31695



NOTES

- 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.
- A SOILS REPORT ENTITLED "GEO-TECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA", REFERENCED AS PROJECT NO. 5044.S.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.
- TRACT 3994, RIVER ISLANDS, STAGE 2A, VILLAGE 1, CONTAINS 51 RESIDENTIAL LOTS, AND 6 LETTERED PARCELS CONTAINING 12.94 ACRES, MORE OR LESS, INCLUDING ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP; AND PARCELS 1 THROUGH 5 CONTAINING 5.97 ACRES, MORE OR LESS, ALL AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW):

TRACT 3994 AREA SUMMARY	
LOTS 1 THROUGH 51	5.88 AC±
PARCELS A THROUGH F	0.76 AC±
PARCELS 1 THROUGH 5	5.97 AC±
STREET DEDICATIONS	6.30 AC±
TOTAL	18.91 AC±

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1614019918-KB (VERSION 2), DATED SEPTEMBER 21, 2018, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

SIGNATURE OMISSIONS

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

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

TRACT 3994 RIVER ISLANDS - STAGE 2A VILLAGE 1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 4 OF TRACT 3908 (43 MAP 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018



REFERENCES

- RECORD OF SURVEY FILED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS, PAGE 142, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JULY 15, 2005 AS DOCUMENT NUMBER 2005-171264, S.J.C.R. (35 SURVEYS 142)
- (R1) TRACT 3976, FILED MARCH 31, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 56, S.J.C.R. (42 MAP 56)
- (R2) GRANT DEED RECORDED MARCH 30, 2001, AS DOCUMENT NUMBER 2001-046177, S.J.C.R.
- (R3) GRANT DEED RECORDED JANUARY 11, 2016, AS DOCUMENT NUMBER 2016-004077, S.J.C.R.
- (R4) GRANT DEED RECORDED JUNE 3, 2016, AS DOCUMENT NUMBER 2016-063962, S.J.C.R.
- (R5) GRANT DEED RECORDED JUNE 3, 2016, AS DOCUMENT NUMBER 2016-064006, S.J.C.R.
- (R6) GRANT DEED RECORDED JUNE 6, 2005, AS DOCUMENT NUMBER 2005-134736, S.J.C.R.
- (R7) TRACT 3826, FILED SEPTEMBER 1, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 67, S.J.C.R. (42 MAP 67)
- (R8) TRACT 3828, FILED AUGUST 24, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 65, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED AUGUST 31, 2016, AS DOCUMENT NUMBER 2016-102979, S.J.C.R. (42 MAP 65)
- (R9) TRACT 3832, FILED AUGUST 24, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 66, S.J.C.R. (42 MAP 66)
- (R10) TRACT 3834, FILED DECEMBER 21, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 72, S.J.C.R. (42 MAP 72)
- (R11) UNFILED MAP ENTITLED "CALIFORNIA IRRIGATED FARMS, UNIT NO. 3 PESCADERO COLONY BEING RECLAMATION DISTRICT NO. 2062, SURVEYED APRIL AND MAY 1929 BY OHM AND RAAB, DATED NOVEMBER 7, 1929, FILED IN THE OFFICE OF THE SAN JOAQUIN COUNTY SURVEYOR.
- (R12) PARCEL MAP 06-03-PM, FILED OCTOBER 23, 2006, IN BOOK 24 OF PARCEL MAPS, PAGE 51, S.J.C.R. (24 PM 51)
- (R13) TRACT 3836, FILED MARCH 15, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 84, S.J.C.R. (42 MAP 84)
- (R14) TRACT 3893, FILED JUNE 1, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 86, S.J.C.R. (42 MAP 86)
- (R15) TRACT 3895, FILED JUNE 20, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 89, S.J.C.R. (42 MAP 89)
- (R16) TRACT 3838, FILED NOVEMBER 30, 2017, IN BOOK 43 OF MAPS AND PLATS, PAGE 12, S.J.C.R. (43 MAP 12)
- (R17) TRACT 3875, FILED SEPTEMBER 22, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 100, S.J.C.R. (42 MAP 100)
- (R18) TRACT 3831, FILED JANUARY 23, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 16, S.J.C.R. (43 MAP 16)
- (R19) TRACT 3912, FILED FEBRUARY 7, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 19, S.J.C.R. (43 MAP 19)
- (R20) GRANT DEED RECORDED JUNE 3, 2016, AS DOCUMENT NUMBER 2016-063963, S.J.C.R.
- (R21) TRACT 3908, STAGE 2A, LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAP AND PLATS, PAGE 52, S.J.C.R. (43 MAP 52)
- (R22)

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 3 THROUGH 5 ONLY

LINE TABLE			CURVE TABLE			
LINE	DIRECTION	LENGTH	CURVE #	RADIUS	DELTA	LENGTH
L1	N44°09'47"W	34.84'	C1	1455.00	8°06'45"	206.01'
L2	N8°28'09"E	60.23'	C2	1500.00	8°06'45"	212.38'
L3	N49°31'35"E	34.98'	C3	1455.00	5°56'47"	151.01'
L4	N6°08'58"E	60.05'	C4	47.00	45°45'37"	37.54'
L5	N40°29'59"W	35.74'	C5	65.00	94°46'16"	107.51'
L6	N49°15'07"E	41.77'	C6	47.00	45°45'37"	37.54'
L7	N45°00'00"W	42.43'	C7	53.00	91°43'56"	84.85'
			C8	67.00	15°12'13"	23.09'
			C9	113.00	15°12'13"	29.98'
			C10	2163.00	3°22'35"	127.46'
			C11	1455.00	2°09'57"	55.00'

TRACT 3994 RIVER ISLANDS - STAGE 2A VILLAGE T

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 4 OF TRACT 3908 (43 M&P 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018



0' 250' 500' 1000'
SCALE: 1" = 500'

THIS SHEET SHOWS TIES TO THE BASIS OF BEARINGS
AND OTHER MAPS OF RECORD. REFER TO SHEET 4 FOR
THE BOUNDARY OF TRACT 3994

LEGEND (SHEETS 3 THROUGH 5 ONLY)

- ⊙ MONUMENT TO BE SET PER (R22)
- ⊗ MONUMENT TO BE SET PER (R17), UNLESS OTHERWISE NOTED
- 5/8" REBAR WITH CAP STAMPED "PLS 7788" PER (R22), UNLESS OTHERWISE NOTED
- ⊗ MONUMENT TO BE SET PER TRACT 3834 (R11)
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- - - EASEMENT LINE
- CENTER LINE
- 200.00' (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-W) MONUMENT TO MONUMENT
- (R) RADIAL BEARING
- (T) TOTAL
- (B) BOUNDARY
- DN DOCUMENT NUMBER
- O.R. OFFICIAL RECORD
- MON MONUMENT
- ① EASEMENT REFERENCE NUMBER - SEE THIS SHEET

EASEMENTS

- ① 60' WIDE ROADWAY EASEMENT IN FAVOR OF CITY OF LATHROP PER 199 O.R. 212, S.J.C.R. (STEWART ROAD). (DOES NOT AFFECT THE SUBJECT PROPERTY)
- ② 60' WIDE ROADWAY EASEMENT IN FAVOR OF CITY OF LATHROP PER 199 O.R. 335, S.J.C.R. (STEWART ROAD). (DOES NOT AFFECT THE SUBJECT PROPERTY)
- ③ 60' WIDE ROADWAY EASEMENT IN FAVOR OF CITY OF LATHROP PER 408 O.R. 95, S.J.C.R. (COHEN ROAD). (DOES NOT AFFECT THE SUBJECT PROPERTY)

BASIS OF BEARINGS

THE BEARING OF NORTH BETWEEN FOUND MONUMENTS ALONG DELL'OSSO DRIVE AS SHOWN ON TRACT 3908, STAGE 2A, LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 52, OFFICIAL 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

- SEE SHEET 2 FOR ADDITIONAL NOTES, REFERENCES, AND THE LINE TABLE & CURVE TABLE OF COURSES SHOWN ON SHEETS 3 THROUGH 5 ONLY.

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 4 OF TRACT 3908 (43 MAP 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018



1. SEE SHEET 3 FOR LEGEND AND BASIS OF BEARINGS.
2. SEE SHEET 2 FOR ADDITIONAL NOTES, REFERENCES, AND THE LINE AND CURVE TABLES FOR SHEETS 3 THROUGH 5 ONLY.



TRACT 3994 RIVER ISLANDS - STAGE 2A VILLAGE T

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 4 OF TRACT 3908 (43 M&P 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018

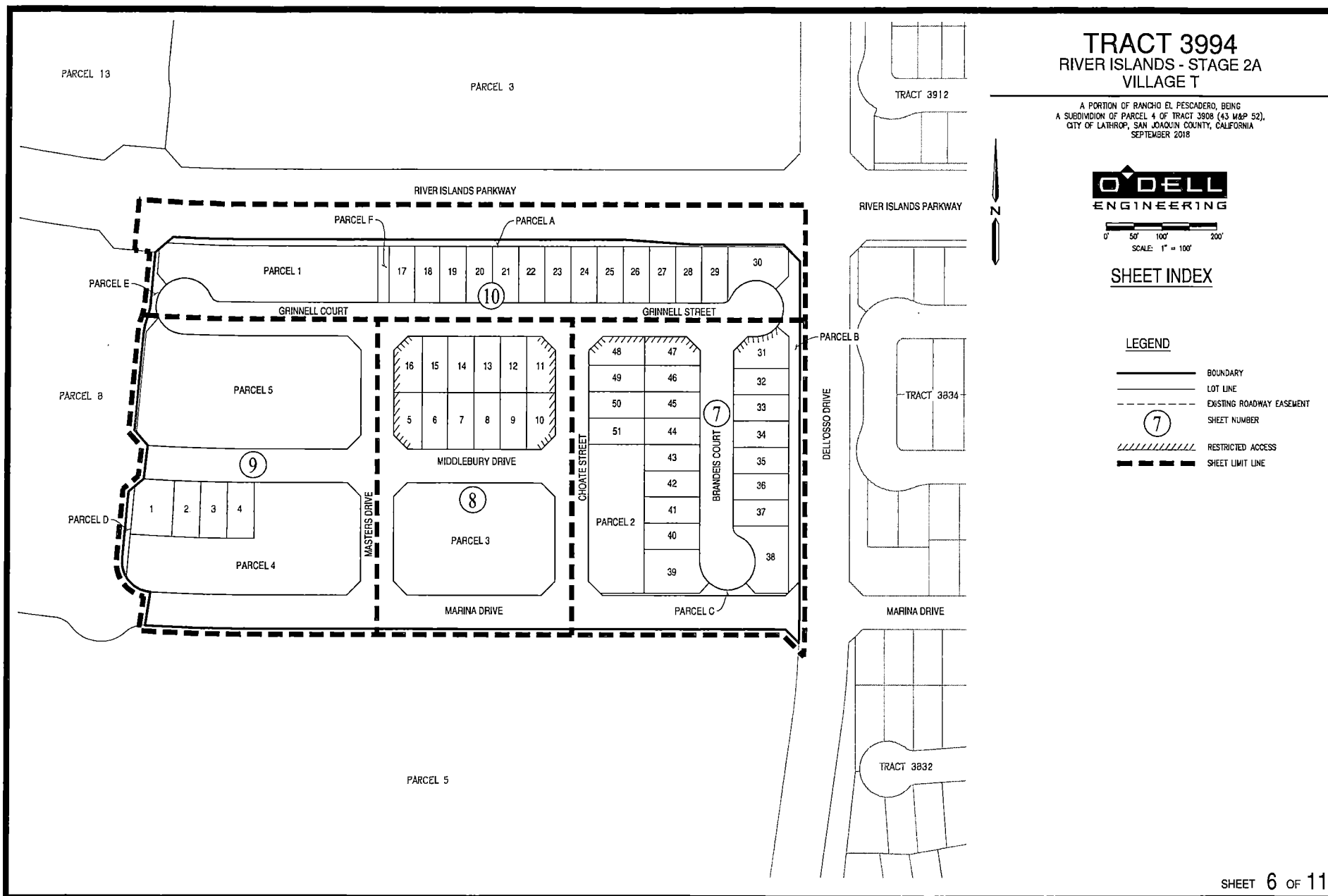
O'DELL
ENGINEERING

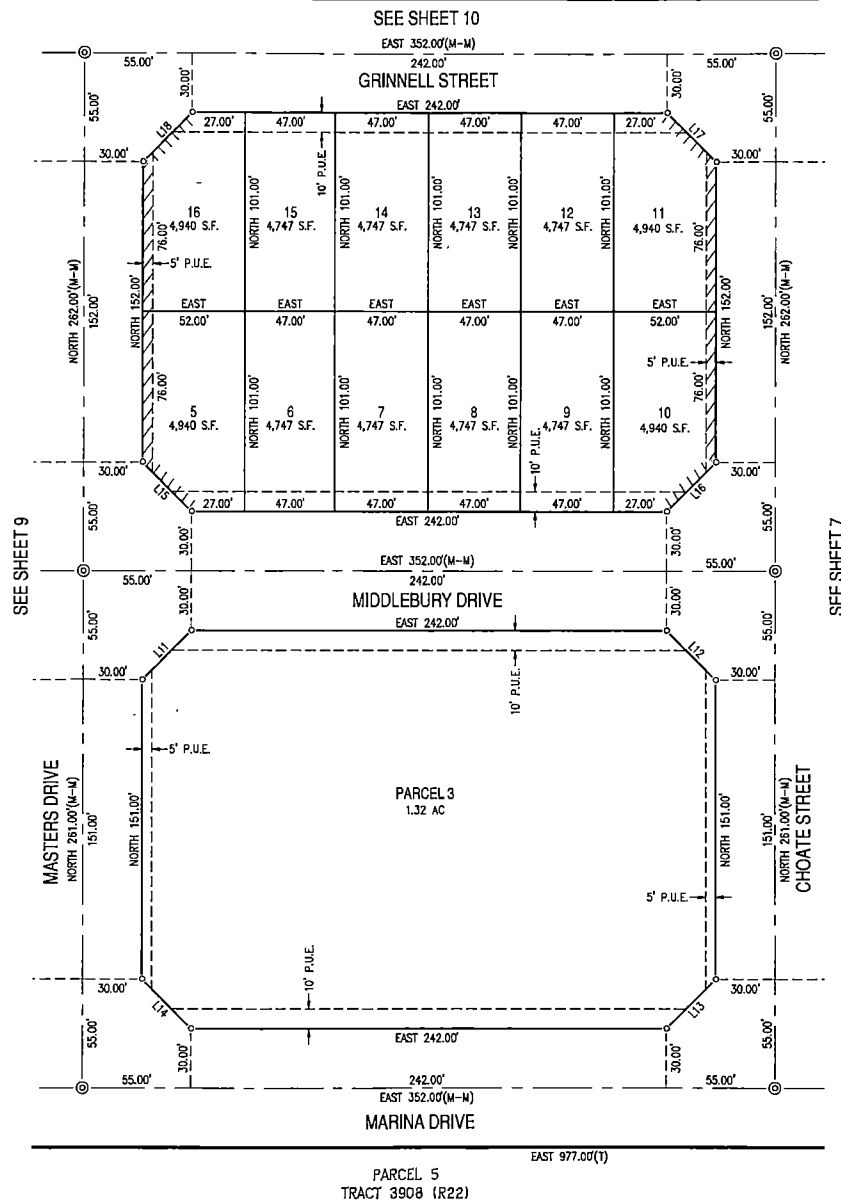
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SCALE: 1" = 100'

SHEET INDEX

LEGEND

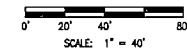
- BOUNDARY
- LOT LINE
- - - - EXISTING ROADWAY EASEMENT
- ⑦ SHEET NUMBER
- //// RESTRICTED ACCESS
- SHEET LIMIT LINE





TRACT 3994
RIVER ISLANDS - STAGE 2A
VILLAGE T

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 4 OF TRACT 3908 (43 M&P 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018



LEGEND

- MONUMENT TO BE SET PER (R22)
 ◎ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
~~⊗~~ MONUMENT TO BE SET PER (R11)
~~⊗~~ MONUMENT TO BE SET PER (R17)
 ● FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R22),
 UNLESS OTHERWISE NOTED
 ○ SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
 SET 3.00' WINNERS CORNER (W.C.), UNLESS OTHERWISE NOTED, ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
 (R1) DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2
 (M-M) MONUMENT TO MONUMENT
 (M-B) MONUMENT TO BOUNDARY
 (T) TOTAL
 (B) BOUNDARY
 P.U.E. PUBLIC UTILITY EASEMENT
 S.D.E. STORM DRAIN EASEMENT
 W.E. WALL EASEMENT
 _____ LOT LINE
 _____ RIGHT-OF-WAY LINE
 _____ BOUNDARY
 - - - - - EASEMENT LINE
 _____ CENTERLINE
 // // // // // RESTRICTED ACCESS

NOTES

1. 1.17" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
2. 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
3. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
4. SEE SHEET 3 FOR BASIS OF BEARINGS.
5. SEE SHEET 11 FOR LINE AND CURVE TABLES.

TRACT 3994 RIVER ISLANDS - STAGE 2A VILLAGE T

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 4 OF TRACT 3908 (43 MAP 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018

O'DELL
ENGINEERING

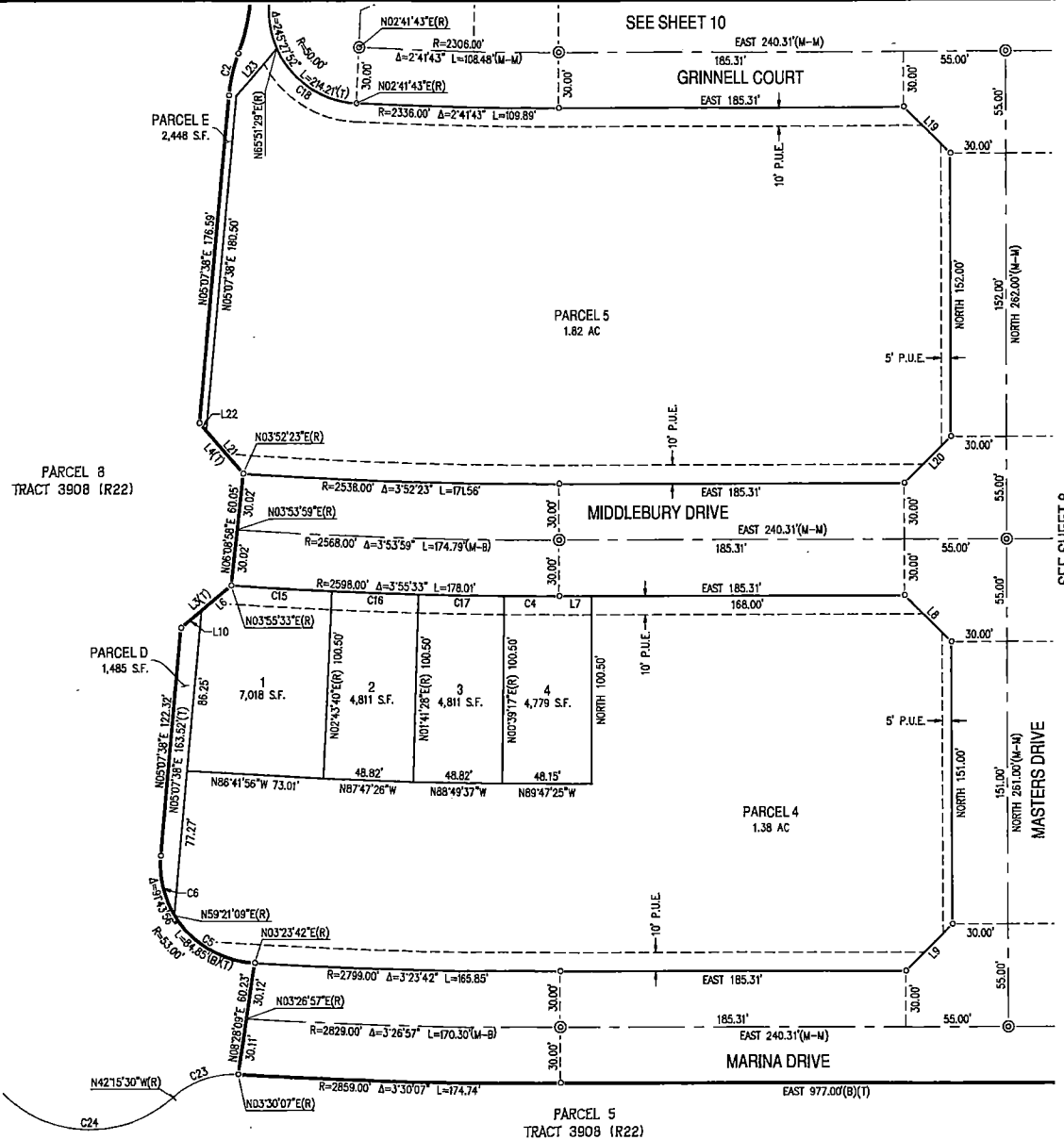
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SCALE: 1" = 40'

LEGEND

- ⊙ MONUMENT TO BE SET PER (R22)
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊗ MONUMENT TO BE SET PER (R11)
- ⊗ MONUMENT TO BE SET PER (R17)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R22), UNLESS OTHERWISE NOTED
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- SET 3.00" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (T) TOTAL
- (B) BOUNDARY
- P.U.E. PUBLIC UTILITY EASEMENT
- S.D.E. STORM DRAIN EASEMENT
- W.E. WALL EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- CENTERLINE
- ////// RESTRICTED ACCESS

NOTES

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TRACT 3994 RIVER ISLANDS - STAGE 2A VILLAGE T

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 4 OF TRACT 3908 (43 MAP 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018

O'DELL
ENGINEERING

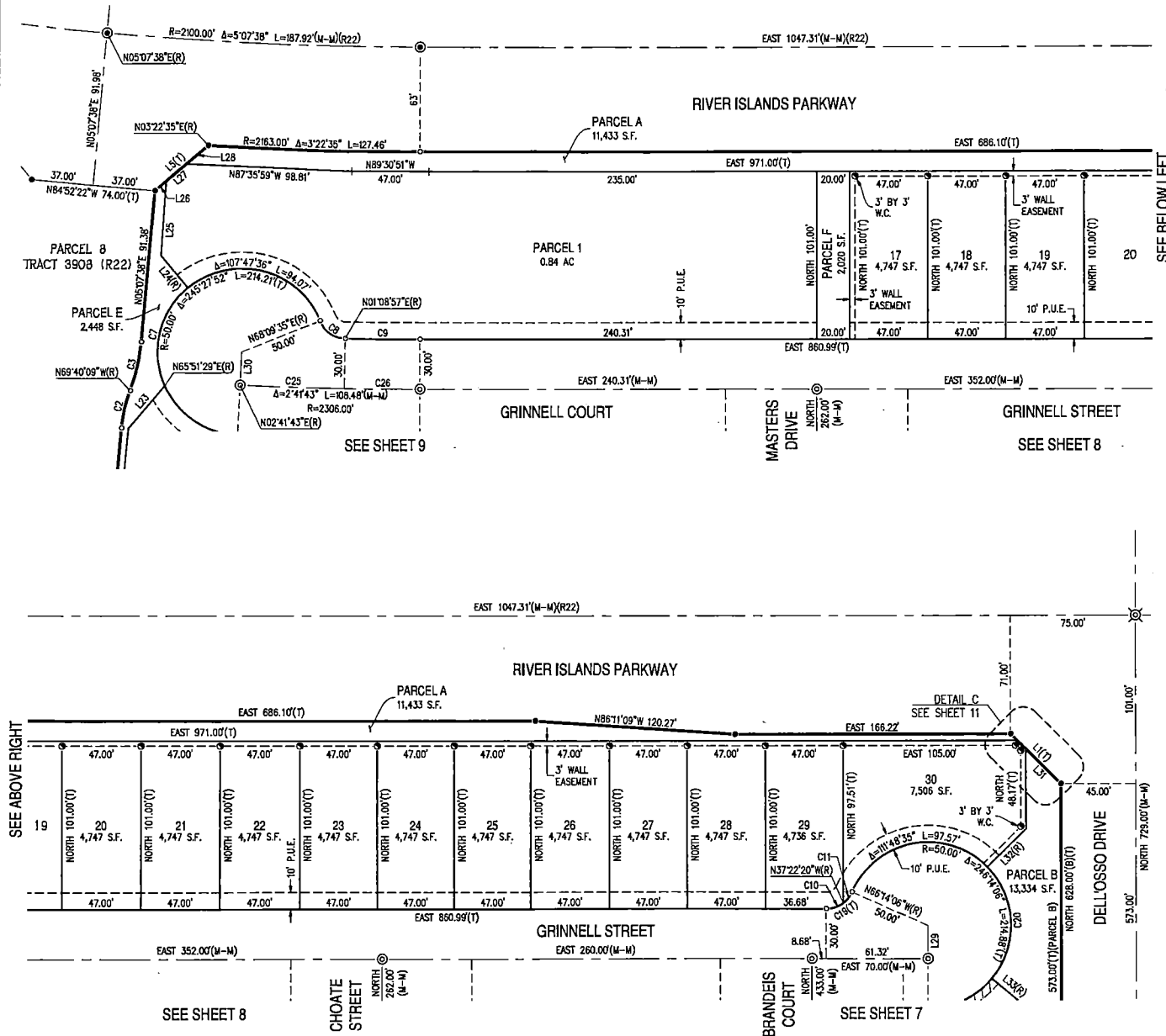
0' 20' 40' 80'
SCALE: 1" = 40'

LEGEND

- ⊙ MONUMENT TO BE SET PER (R22)
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊗ MONUMENT TO BE SET PER (R11)
- ⊗ MONUMENT TO BE SET PER (R17)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R22),
UNLESS OTHERWISE NOTED
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- SET 3.00" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED
ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE
AS NOTED. 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (T) TOTAL
- (B) BOUNDARY
- P.U.E. PUBLIC UTILITY EASEMENT
- S.D.E. STORM DRAIN EASEMENT
- W.E. WALL EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- - - EASEMENT LINE
- CENTERLINE
- /// RESTRICTED ACCESS

NOTES

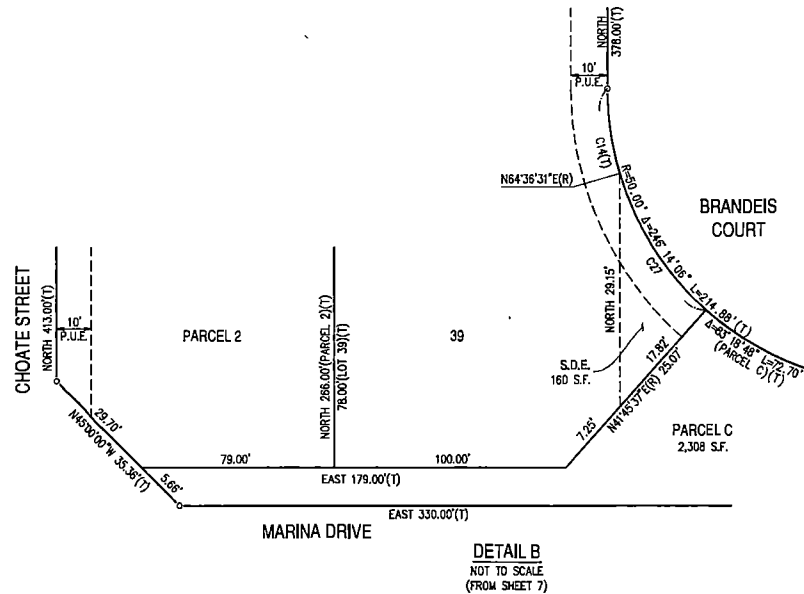
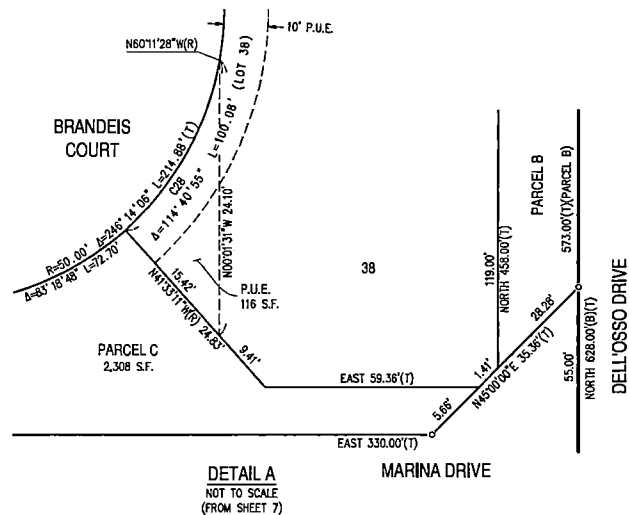
1. 1.17" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE
SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF
SIDE LOT LINES, OR AS NOTED.
2. 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT
CORNERS, UNLESS OTHERWISE NOTED.
3. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
4. SEE SHEET 3 FOR BASIS OF BEARINGS.
5. SEE SHEET 11 FOR LINE AND CURVE TABLES.



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N45°00'00"W	42.43'
L2	N44°09'47"W	34.84'
L3	N49°31'35"E	34.98'
L4	N40°29'59"W	35.74'
L5	N49°15'07"E	41.77'
L6	N49°31'35"E	20.68'
L7	EAST	17.31'
L8	N45°00'00"W	35.36'
L9	N45°00'00"E	35.36'
L10	N49°31'35"E	14.29'
L11	N45°00'00"E	35.36'
L12	N45°00'00"W	35.36'
L13	N45°00'00"E	35.36'
L14	N45°00'00"W	35.36'
L15	N45°00'00"W	35.36'
L16	N45°00'00"E	35.36'
L17	N45°00'00"W	35.36'
L18	N45°00'00"E	35.36'
L19	N45°00'00"W	35.36'
L20	N45°00'00"E	35.36'
L21	N40°28'58"W	30.14'
L22	N40°29'59"W	5.60'
L23	N40°22'55"E	33.58'
L24	N39°38'01"W	25.21'
L25	N39°45'E	44.91'
L26	N49°15'07"E	8.84'
L27	N49°15'07"E	15.75'
L28	N49°15'07"E	17.19'
L29	NORTH	20.00'
L30	N2°41'43"E	20.00'
L31	N45°00'00"W	29.70'
L32	N45°34'28"E	32.61'
L33	N50°11'40"W	28.10'
L34	EAST	15.00'
L35	N45°00'00"E	35.36'
L36	NORTH	2.68'
L37	N41°33'11"W	24.83'
L38	EAST	20.00'
L39	N45°00'00"E	35.36'
L40	N41°45'37"E	25.07'

LINE TABLE		
LINE	DIRECTION	LENGTH
L41	N45°00'00"W	35.36'
L42	N45°00'00"E	35.36'
L43	N45°00'00"W	29.70'
L44	N45°00'00"W	35.36'
L45	N45°00'00"E	28.28'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	1455.00	2'09"57"	55.00'
C2	87.00	15'12"13"	23.09'
C3	113.00	15'12"13"	29.98'
C4	2598.00	0'39"17"	29.63'
C5	53.00	55'57"27"	51.76'
C6	53.00	35'46"29"	33.09'
C7	50.00	74'30"30"	65.02'
C8	17.00	57'00"38"	19.88'
C9	2276.00	1'08"57"	45.65'
C10	17.00	37'22"20"	11.09'
C11	17.00	28'51"46"	8.56'
C12	50.00	50'11"40"	43.80'
C13	17.00	66'14"05"	19.65'
C14	50.00	48'14"23"	42.10'
C15	2598.00	1'11"53"	54.32'
C16	2598.00	1'02"12"	47.01'
C17	2598.00	1'02"11"	46.99'
C18	50.00	63'09"46"	55.12'
C19	17.00	66'14"06"	19.65'
C20	50.00	84'13"52"	73.51'
C21	1455.00	5'56"47"	151.01'
C22	1455.00	8'06"45"	206.01'
C23	47.00	45'45"37"	37.54'
C24	65.00	94'46"16"	107.51'
C25	2306.00	1'32"46"	62.23'
C26	2306.00	1'08'57"	46.25'
C27	50.00	22'50"54"	19.94'
C28	50.00	18'38"17"	16.26'



A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 4 OF TRACT 3908 (43 M&P-52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018



NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS.
3. SEE SHEET 7 FOR LEGEND.

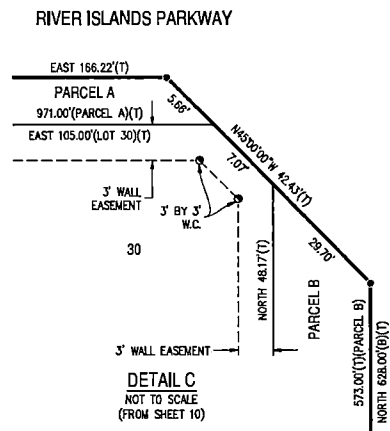


EXHIBIT B

TRACT 3994 AND VILLAGE "T" AREA

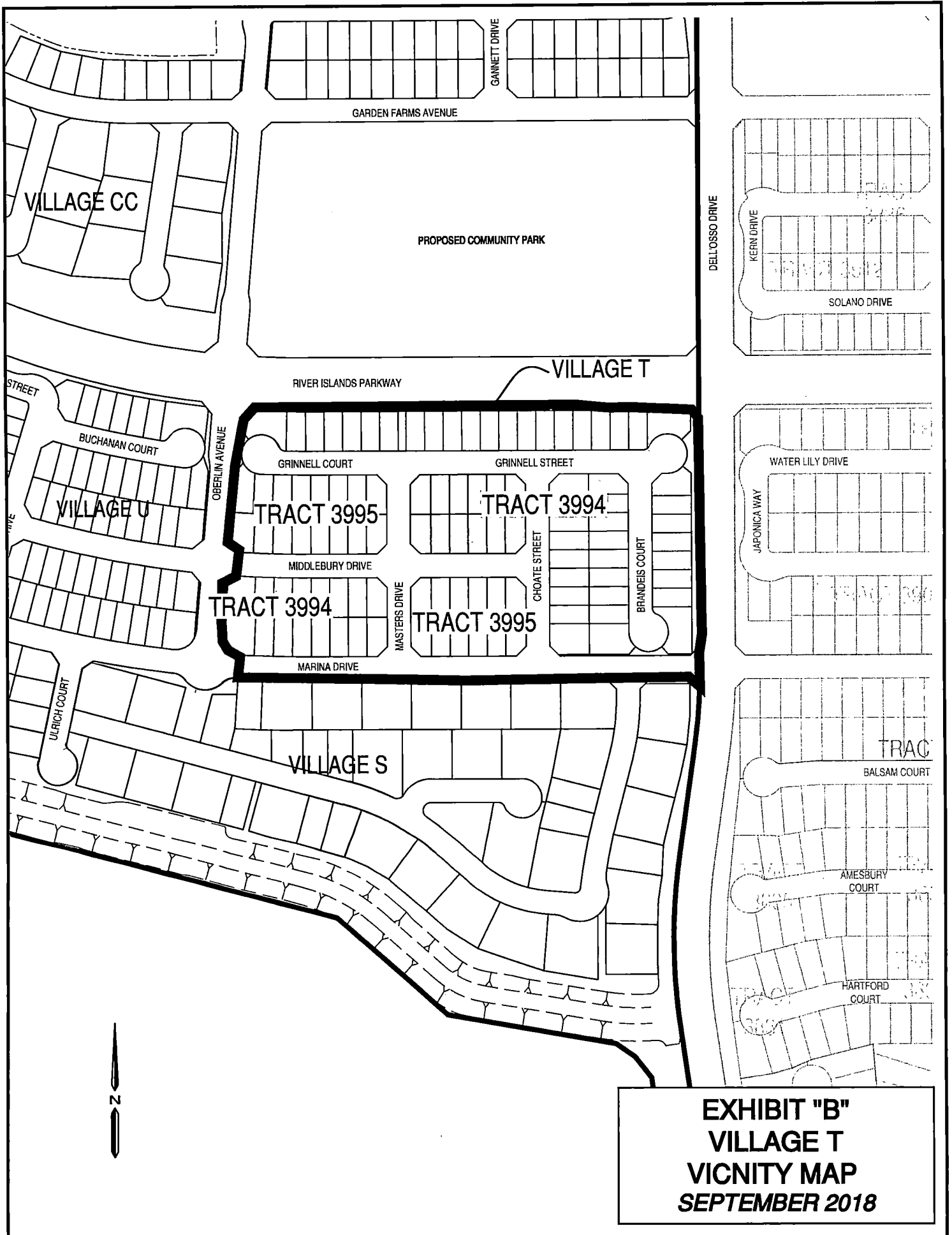


EXHIBIT "B"
VILLAGE T
VICINITY MAP
SEPTEMBER 2018

EXHIBIT C

CITY INSURANCE REQUIREMENTS

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
09/07/2018

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

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

PRODUCER Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME:	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
INSURED River Islands Development, LLC 73 W Stewart Rd Lathrop, CA 95330	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United Specialty Insurance Company	
	INSURER B: Starr Surplus Lines Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** W7439342**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		ATN-SF1811644P	03/19/2018	03/19/2021	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB			BTN1814514W	03/19/2018	03/19/2021	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB		CLAIMS-MADE				AGGREGATE \$ 3,000,000
	DED		RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Excess Liability			1000024047	03/19/2018	03/19/2021	Each Occ/Agg: 7,000,000.00

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

RE: Tract 3994 River Islands- Stage 2A Village T.

The City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are Additional Insureds as respects the General Liability policy.

The Insurance coverage afforded by this policy shall be Primary Insurance as respects to the City of Lathrop, its

CERTIFICATE HOLDER**CANCELLATION**

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

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Insurance Services of California, Inc.		NAMED INSURED River Islands Development, LLC 73 W Stewart Rd Lathrop, CA 95330
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

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 as respects the insured's operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	River Islands @ Lathrop Development
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

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

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY

USIC VEN 016 11 10 07

**Named Insured: River Islands Development, LLC
Policy Number: ATN-SF1811644P**

**PRIMARY AND NON-CONTRIBUTING INSURANCE
(Third Party's Sole Negligence)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to Section IV – Commercial General Liability Conditions, Paragraph 4:

Section IV: Commercial General Liability Conditions

4. Other Insurance:

- d. Notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph 4, with respect to the Third Party shown below, it is understood and agreed that in the event of a claim or "suit" arising out of the Named Insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies is:

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

Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third party for whom you are performing work."

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

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

USIC VEN 078 03 11 07

Named Insured: River Islands Development, LLC

Policy Number: ATN-SF1811644P

THIRD PARTY CANCELLATION NOTICE

This endorsement shall not serve to increase our limits of insurance, as described in **SECTION III - LIMITS OF INSURANCE**.

This endorsement modifies 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

<u>Name and Address of Other Person/Organization</u>	<u>Number of Days Notice</u>
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 Days

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

EXHIBIT D

COHEN/PARADISE/STEWART REHABILITATION MAP

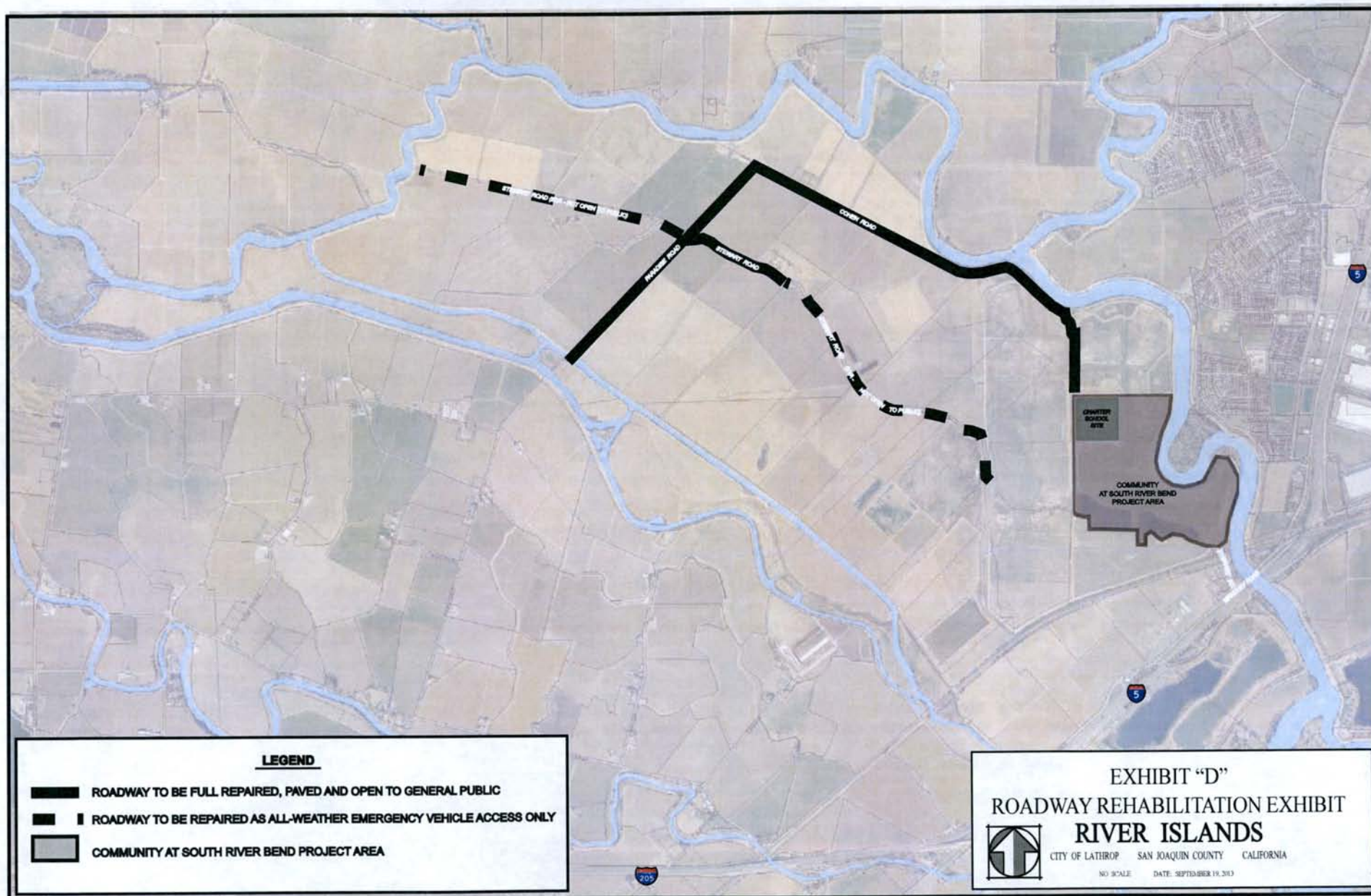


EXHIBIT E
UNFINISHED IMPROVEMENT COST ESTIMATE

ENGINEER'S BOND ESTIMATE
COST TO COMPLETESeptember 4, 2018
Job No.: 25502-94RIVER ISLANDS - PHASE 2A
VILLAGE T (103 LOTS)

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
1	Survey Mounments (0% Completion)	1	LS	\$ 3,000.00	\$ 3,000.00
2	Signing and Striping (0% Completion)	1	LS	\$ 17,500.00	\$ 17,500.00
TOTAL COST TO COMPLETE					\$ 20,500.00

Notes:

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Village T.

EXHIBIT F

VILLAGE "T" IMPROVEMENTS ENGINEER'S ESTIMATE

ENGINEER'S PRELIMINARY COST ESTIMATE
VILLAGE T (103 LOTS)
STAGE 2A
RIVER ISLANDS
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

March 7, 2018
Job No.: 25502-94

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	277,800	SF	\$ 0.45	\$ 125,010.00
2	3" AC Paving	30,100	SF	\$ 1.50	\$ 45,150.00
3	4.5" AC Paving	119,500	SF	\$ 2.25	\$ 268,875.00
4	6" Aggregate Base	30,100	SF	\$ 0.90	\$ 27,090.00
5	8" Aggregate Base	119,500	SF	\$ 1.20	\$ 143,400.00
6	Vertical Curb and Gutter <i>(with AB cushion)</i>	3,930	LF	\$ 15.00	\$ 58,950.00
7	Rolled Curb and Gutter <i>(with AB cushion)</i>	4,840	LF	\$ 15.00	\$ 72,600.00
8	Concrete Sidewalk	43,500	SF	\$ 5.00	\$ 217,500.00
9	Driveway Approach	103	EA	\$ 600.00	\$ 61,800.00
10	Handicap Ramps	19	EA	\$ 2,500.00	\$ 47,500.00
11	Survey Monuments	13	EA	\$ 300.00	\$ 3,900.00
12	Traffic Striping & Signage	5,320	LF	\$ 5.00	\$ 26,600.00
13	Dewatering <i>(budget)</i>	5,320	LF	\$ 40.00	\$ 212,800.00
Subtotal Street Work					\$ 1,311,175.00
<u>STORM DRAIN</u>					
14	Catch Basins <i>(type A inlet)</i>	26	EA	\$ 2,400.00	\$ 62,400.00
15	Catch Basins <i>(type A inlet over type I manhole base)</i>	7	EA	\$ 2,800.00	\$ 19,600.00
16	Catch Basins <i>(type A inlet over type II manhole base)</i>	7	EA	\$ 5,000.00	\$ 35,000.00
17	Field Inlet	2	EA	\$ 1,200.00	\$ 2,400.00
18	15" Storm Drain Pipe	1,330	LF	\$ 34.00	\$ 45,220.00
19	18" Storm Drain Pipe	1,120	LF	\$ 46.00	\$ 51,520.00
20	24" Storm Drain Pipe	640	LF	\$ 65.00	\$ 41,600.00
21	30" Storm Drain Pipe	260	LF	\$ 80.00	\$ 20,800.00
22	36" Storm Drain Pipe	520	LF	\$ 95.00	\$ 49,400.00
23	42" Storm Drain Pipe	240	LF	\$ 120.00	\$ 28,800.00
24	Manholes <i>(type I)</i>	4	EA	\$ 3,000.00	\$ 12,000.00
25	Connect to Existing	3	EA	\$ 1,700.00	\$ 5,100.00
26	Stub & Plug	2	EA	\$ 1,000.00	\$ 2,000.00
Subtotal Storm Drain					\$ 375,840.00
<u>SANITARY SEWER</u>					
27	8" Sanitary Sewer Pipe	3,600	LF	\$ 28.00	\$ 100,800.00
28	Manholes	15	EA	\$ 4,000.00	\$ 60,000.00
29	Sewer Service	103	EA	\$ 600.00	\$ 61,800.00
30	Plug & Stub	2	EA	\$ 1,000.00	\$ 2,000.00
31	Connect to Existing	3	EA	\$ 3,000.00	\$ 9,000.00
Subtotal Sanitary Sewer					\$ 233,600.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
32	8" Water Line <i>(including all appurtenances)</i>	4,640	LF	\$ 32.00	\$ 148,480.00
33	Water Plug & Stub	2	EA	\$ 1,000.00	\$ 2,000.00
34	Water Service	103	EA	\$ 2,000.00	\$ 206,000.00
35	Fire Hydrants	9	EA	\$ 4,000.00	\$ 36,000.00
36	Connect to Existing	3	EA	\$ 4,000.00	\$ 12,000.00
Subtotal Water Supply					\$ 404,480.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 2,325,000.00
COST PER LOT					\$ 22,573.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

EXHIBIT G

**RIPFA LETTER OF GUARANTEE
INTERIM PUBLIC ACCESS WITHIN THE STAGE 2A DEVELOPMENT AREA**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

73 W. STEWART ROAD

LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

June 26, 2018

Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: Letter of Guarantee - Construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B Boundary (Lakeside East District) – Tract 3908

This Letter of Guarantee is being made in lieu of a performance bond for the construction of unfinished portions of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary within the Stage 2A development area of the River Islands development project (also known as the Lakeside East District). River Islands Public Financing Authority (Authority) is providing the funding for public improvements in the Stage 2A development area, including improvements to River Islands Parkway (Improvements). It is our understanding that a guarantee for construction of the River Islands Parkway Improvements through Stage 2A is required as a condition precedent to City Council approval of the Tract 3908 large lot subdivision map proposed by River Islands Development, LLC. Since the Authority is already setting aside funds for the full construction of River Islands Parkway, we are providing you this Letter of Guarantee as the required subdivision guarantee necessary for the Tract 3908 large lot final map.

The engineer's estimates as provided by O'Dell Engineering for the full cost of the of River Islands Parkway Improvements from Dell'Osso Drive to the Stage 2B boundary is \$5,264,000, and for the unfinished portions (as of June 15, 2018) of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is \$338,004 (attached as Exhibit "A"). The Authority hereby agrees to set-aside funds in the amount of \$450,000, which amount is equal to 180% of this engineer's estimate of the unfinished improvements, in-lieu of a 100% performance bond and 50% labor and materials bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including River Islands Parkway. Also attached to this Letter of Guarantee is an exhibit showing the portion of River Islands Parkway being guaranteed by this letter for your reference (Exhibit "B").

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until July 8, 2019, or until such time River Islands Parkway through Stage 2A is fully constructed, inspected and accepted into service by the City, whichever comes first. If this portion of River Islands Parkway is not constructed, inspected and accepted into service by the City by July 8, 2019 and the deadline is not extended by the City in writing, no later than September 30, 2019, the Authority will cause one of the following to occur:

1. The Authority shall use the funds set aside in the Improvement Fund to construct the River Islands Parkway Improvements. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadway will be constructed, inspected and operational, no later than one year from the deadline noted above.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable portion of River Islands Parkway. In such event, the City will use reasonable diligence to complete the construction of the River Islands Parkway. Until the completion of the River Islands Parkway and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs of the construction of the River Islands Parkway and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the unfinished portions of River Islands Parkway through Stage 2A.

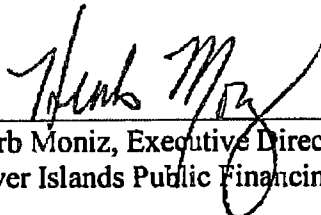
The Authority shall retain the discretion to choose between the two options outlined above. However, if any River Islands Parkway improvements remain incomplete on September 30, 2020, the Authority shall immediately resort to Option 2, and shall provide set aside moneys in the Improvement Fund as requested by the City to allow the City to complete the uncompleted improvements.

In addition, the commitment for the Authority to set aside these funds shall continue until the Improvements are constructed and accepted by the City Council, and the developer provides a one year maintenance bond in the amount of \$526,400 (10% of the full cost of the Improvements), or until the Authority provides an acceptable replacement letter of guarantee in that same amount of \$526,400 to guarantee the quality and condition of the full Improvements for one year from the date of acceptance by the City Council.

Glenn Gebhardt, City Engineer
City of Lathrop – Letter of Guarantee for Tract 3908
June 15, 2018
Page 3 of 3

As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.

Sincerely,

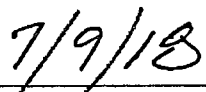
By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

Enclosures: Exhibit "A": Engineer's Estimate of full improvements from O'Dell Engineering
and Engineer's Estimate of unfinished improvements from O'Dell
Engineering
Exhibit "B": Location of guarantee on River Islands Parkway

cc: Susan Dell'Oso, River Islands Development, LLC

I Accept on Behalf of the City of Lathrop the Terms and Conditions
of the foregoing Letter of Guarantee.

By: 
Glenn R. Gebhardt, City Engineer


Date

**ENGINEER'S OPINION OF PROBABLE COST
RIVER ISLANDS - STAGE 2A
RIVER ISLANDS PARKWAY
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA**

March 6, 2018
Job No.: 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	621,700	SF	\$ 0.45	\$ 279,765.00
2	7" AC Paving	316,800	SF	\$ 3.50	\$ 1,108,800.00
3	11" Aggregate Base	316,800	SF	\$ 1.65	\$ 522,720.00
4	12" Lime Treatment	316,800	SF	\$ 1.10	\$ 348,480.00
5	Vertical Curb and Gutter <i>(with AB cushion)</i>	9,600	LF	\$ 15.00	\$ 144,000.00
6	Type F Median Curb <i>(with AB cushion)</i>	9,100	LF	\$ 18.00	\$ 163,800.00
7	Roundabout Concrete	2,400	SF	\$ 5.00	\$ 12,000.00
8	Concrete Sidewalk	77,400	SF	\$ 5.00	\$ 387,000.00
9	Handicap Ramps	20	EA	\$ 2,500.00	\$ 50,000.00
10	Survey Monuments	7	EA	\$ 300.00	\$ 2,100.00
11	Barricades	1	EA	\$ 1,500.00	\$ 1,500.00
12	Traffic Signing & Striping	4,710	LF	\$ 5.00	\$ 23,550.00
13	Dewatering <i>(Budget)</i>	4,710	LF	\$ 75.00	\$ 353,250.00
Subtotal Street Work					\$ 3,396,965.00
<u>STORM DRAIN</u>					
14	Catch Basins <i>(type A Inlet)</i>	24	EA	\$ 2,400.00	\$ 57,600.00
15	15" Storm Drain Pipe	1,110	LF	\$ 34.00	\$ 37,740.00
16	18" Storm Drain Pipe	220	LF	\$ 46.00	\$ 10,120.00
17	24" Storm Drain Pipe	780	LF	\$ 65.00	\$ 50,700.00
18	Storm Drain Stub & Plug	9	EA	\$ 1,000.00	\$ 9,000.00
Subtotal Storm Drain					\$ 165,160.00
<u>SANITARY SEWER</u>					
19	24" Sanitary Sewer Pipe	50	LF	\$ 150.00	\$ 7,500.00
20	Manholes	24	LF	\$ 4,000.00	\$ 96,000.00
21	Connect to Existing Sanitary Sewer	2	EA	\$ 3,000.00	\$ 6,000.00
Subtotal Sanitary Sewer					\$ 109,500.00
<u>WATER SUPPLY</u>					
22	8" Water Line <i>(including all appurtenances)</i>	740	LF	\$ 32.00	\$ 23,680.00
23	10" Water Line <i>(including all appurtenances)</i>	280	LF	\$ 40.00	\$ 11,200.00
24	20" Water Line <i>(including all appurtenances)</i>	4,630	LF	\$ 100.00	\$ 463,000.00
25	Fire Hydrants	16	EA	\$ 4,000.00	\$ 64,000.00
26	Water Service	6	EA	\$ 2,000.00	\$ 12,000.00
27	Water Plug & Stub	9	EA	\$ 1,000.00	\$ 9,000.00
28	Connect to Existing Water	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal Water Supply					\$ 586,880.00

Item	Description	Quantity	Unit	Unit Price	Amount
RECYCLED WATER					
29	8" Recycled Water Flushing Line <i>(including all appurtenances)</i>	80	LF	\$ 45.00	\$ 3,600.00
30	12" Recycled Water Drain Line <i>(including all appurtenances)</i>	150	LF	\$ 55.00	\$ 8,250.00
31	16" Recycled Water Line <i>(including all appurtenances)</i>	4,650	LF	\$ 65.00	\$ 302,250.00
32	Recycled Water Plug & Stub	4	EA	\$ 1,000.00	\$ 4,000.00
33	Connect to Existing Recycled Water	1	EA	\$ 5,000.00	\$ 5,000.00
Subtotal Recycled Water					\$ 323,100.00
NON-POTABLE WATER					
34	8" Non-Potable Water Line <i>(including all appurtenances)</i>	650	LF	\$ 35.00	\$ 22,750.00
35	16" Non-Potable Water Line <i>(including all appurtenances)</i>	4,660	LF	\$ 80.00	\$ 372,800.00
36	Non-Potable Water Service	6	LF	\$ 2,000.00	\$ 12,000.00
37	Non-Potable Water Plug & Stub	7	EA	\$ 1,000.00	\$ 7,000.00
38	Connect to Existing Non-Potable Water	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Irrigation Water					\$ 417,550.00
LAKE FILL LINE					
39	16" Lake Fill Line <i>(including all appurtenances)</i>	4,820	LF	\$ 50.00	\$ 241,000.00
40	3" Aeration Line <i>(including all appurtenances)</i>	4,820	LF	\$ 4.00	\$ 19,280.00
41	Lake Fill Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
42	Connect to Existing Lake Fill Line	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Lake Fill Line					\$ 264,280.00
SUBTOTAL CONSTRUCTION COST					\$ 5,263,435.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 5,264,000.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.



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

June 13, 2018
Job No. 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
1	Sanitary Sewer & Water Raising Iron (95% Completion)	1	LS	\$ 54,400.00	\$ 54,400.00
2	Final AC Lift (90% Completion)	1	LS	\$ 246,604.00	\$ 246,604.00
3	Final Signing, Striping & Monument (0% Completion)	1	LS	\$ 37,000.00	\$ 37,000.00
TOTAL COST TO COMPLETE					\$ 338,004.00

Notes

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Stage 2A River Islands Parkway (Dell'Osso Drive to Stage 2A/2B Levee) dated June 12, 2018.

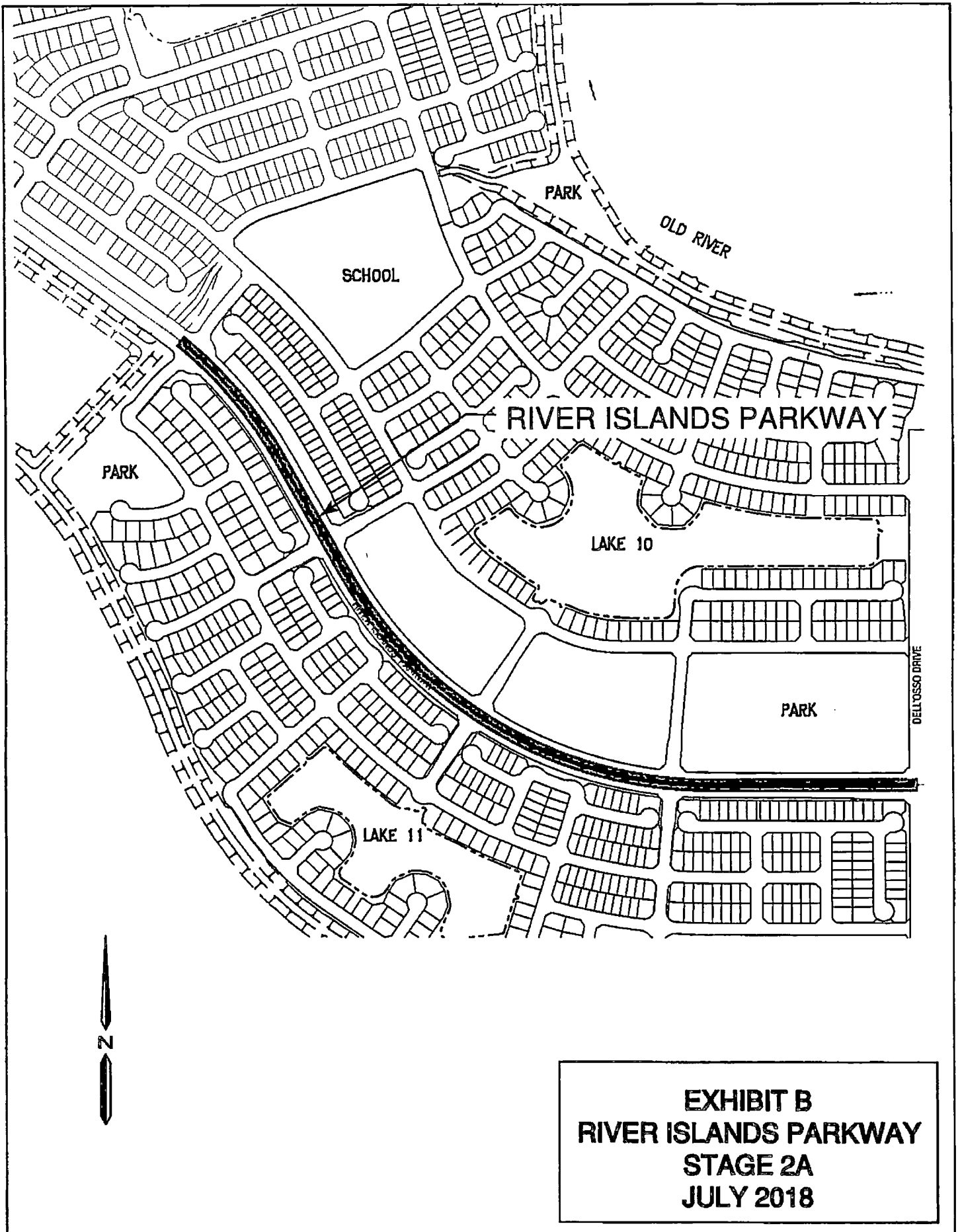


EXHIBIT H

**RIPFA LETTER OF GUARANTEE
RIVER ISLANDS PARKWAY WITHIN THE STAGE 2A DEVELOPMENT AREA**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

**73 W. STEWART ROAD
LATHROP, CALIFORNIA 95330**

TEL: (209) 879-7900

April 23, 2018

Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Subject: Substitution of Security – Unfinished Improvements within Stage 1B of River Islands at Lathrop (“Set-Aside Letter”)

Dear Glenn:

As you are aware, River Islands Development, LLC (“Developer”) has recently substantially completed improvements within most of the tracts (villages) of the East Village District of River Islands, as well as Village G within the Community at South River Bend area. All but one of these tracts have performance and labor and materials bonds that have been posted by the Developer with associated Subdivision Improvement Agreements and/or Encroachment Permits (“Previous Security”). Tract 3835 (Village N) has not yet associated with a final map filing and therefore, does not have performance bonds posted. However, since a map is imminent for this area, this Set-Aside Letter would cover this tract as well.

RIPFA is providing the set-aside letter in behalf of the Developer since RIPFA has provided the public funding for the construction of the improvements with issuance of bonds and resulting proceeds from RIPFA Community Facilities Districts (CFDs), including CFD 2015-1. Construction of the improvements has been performed either by the Developer through an acquisition agreement with RIPFA or by public bid of Reclamation District 2026, a member agency of RIPFA. The City entered into a Joint Community Facilities Agreement (JCFA) with RIPFA in November 2015, which provides the process to which the City accept these improvement for public use.

Since the Previous Security covered all or a majority of the value of improvements necessary to be constructed, the Developer feels it is unnecessary to carry the cost to maintain the cost of the Previous Security, since only thermoplastic striping remains for full completion and ultimate City acceptance of the improvements. As a result, the Developer has requested the Authority provide alternative security for the remaining unfinished improvements in-lieu of Previous Security previously provided to the City. We believe that that this “set-aside” letter will provide adequate guarantee to the City for items listed below.

This Set-Aside Letter would be substituted for security previously provided and in-lieu of security required for Village N as follows:

Bond Description	Bond Number	Performance Bond Amount	Labor & Mat. Bond Amount	Remaining Improvements Value	Set-Aside Security Amount
Tract 3840, et. al. (Village G)	SU1124681	\$775,000.00	\$775,000	\$6,440	\$11,592
Tract 3873, et. al. (Village A)	SU1124682	\$2,742,000.00	\$2,742,000.00	\$4,440	\$7,992
Tract 3828, et. al. (Village F)	0681483	\$356,160.00	\$ 178,080		
Tract 3826, et. al. (Villages D&E)	0681484	\$1,119,720.00	\$ 559,860	\$4,365	\$7,857
Tract 3832, et. al. (Villages J&K)	0681485	\$2,070,480.00	\$1,035,240	\$1,430	\$2,574
Tract 3834, et. al. (Village M)	0681491	\$2,237,040.00	\$1,118,520	\$1,905	\$3,429
Tract 3836, et. al. (Village O)	0681492	\$656,040.00	\$328,020	\$2,405	\$4,329
Tract 3829, et. al. (Village H)	0681490	\$444,480	\$222,240	\$1,820	\$3,276
Tract 3838, et. al. (Village Q)	0681502	\$190,800	\$95,400	\$1,905	\$3,429
Tract 3835 (Village N)	N/A	N/A	N/A	\$4,673	\$8,411
Total Amount of Set-Aside Letter					\$52,889

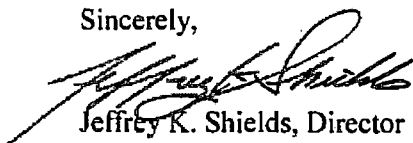
This Set-Aside Letter would provide security for 180% of the value of total remaining thermoplastic striping for all affected tracts.

Under the terms of this Letter of Guarantee, RIPFA shall hold the funds as stated herein in a restricted account until December 31, 2018, or until such time that all striping within the tracts are completed and the final improvements accepted, whichever comes first. Should all of the improvements not be accepted by the City by December 31, 2018 and the deadline is not extended by the City, RIPFA shall cause one of the following to occur:

1. RIPFA shall use the funds set aside in the Improvement Fund to complete the remaining thermoplastic striping under existing contracts to perform the work within 180 days; or
2. RIPFA shall withdraw the funds from the set aside monies in the Improvement Fund and, by January 15, 2019, provide these funds to perform the work.

RIPFA shall retain the discretion to choose between the two options as outlined above. As confirmation of the terms and conditions of this Letter of Guarantee, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at number shown.


Sincerely,



Jeffrey K. Shields, Director
River Islands Public Financing Authority

cc: Susan Dell'Osso, Project Director, River Islands Development, LLC
William C. Scott, Chief Finance Officer, River Islands Development, LLC
John Peck, Construction Manager, River Islands Development, LLC
Michael Krill, Controller, River Islands Development, LLC

I Accept in Behalf of the City of Lathrop the Terms and Conditions
of this Letter of Guarantee:



Glenn R. Gebhardt, City Engineer



Date

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

ATTACHMENT 12

October 8, 2018

Via Email and First Class Mail

Old Republic Title Company
3558 Deer Park Drive, Suite 103
Stockton, CA 95219
Attn: Karen Sayles

Re: Recordation of Final Map 3994; Escrow No. 1614019918

Dear Karen:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Development, LLC, a California limited liability company ("**RID**"), and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The 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 RID 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, 2018, at the time designated in writing by RID, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 2019, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Documents

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

- One original Final Map for Tract 3994, executed and acknowledged by the City.

The document(s) listed 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.

C. Funds and Settlement Statement

You also have received, or will receive from RID, 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

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

both RID and City ("**Settlement Statement**"): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RID.

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 set forth below:

- The amount of **\$39,803.44**, 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 **\$3,076** multiplied by **12.94 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. (Note: Parcels 1-5 reserved for future use.)

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: Susan Dell'Osso (sdelloso@riverislands.com), Debbie Belmar (dbelmar@riverislands.com), Stephen Salvatore (ssalvatore@ci.lathrop.ca.us), Salvador Navarrete (snavarrete@ci.lathrop.ca.us), Cari James (cjames@ci.lathrop.ca.us) and Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt that the Settlement Statement is accurate and acceptable.

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

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

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

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

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

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

E. Closing Process and Priorities

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

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

E.2. Record the Recordation Documents in the Official Records.

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

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

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

E.5. Notify Susan Dell'Osso, Debbie Belmar, Stephen Salvatore, Glenn Gebhardt 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, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Salvador Navarrete, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

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

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

F. Additional Instructions

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts. Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions, by executing and dating a copy of these Escrow Instructions where indicated below, initialing all pages and returning it to both of the undersigned.

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

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

Very truly yours,

Stephen J. Salvatore
City Manager
City of Lathrop

Susan Dell'Osso
President
River Islands Development, LLC

**ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:**

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

Old Republic Title Company

By: _____
Its: _____
Date: _____

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**CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE TASK ORDER NO. 11 WITH 4LEAF, INC. FOR PLAN CHECK SERVICES**

RECOMMENDATION: **Adopt a Resolution Approving Task Order No. 11 with 4Leaf, Inc. for Plan Check Services in the Building Division**

SUMMARY:

On September 21, 2015 City Council approved a Master Agreement with 4Leaf, Inc. (4Leaf) for professional services. Task Orders have been approved to provide various professional services within the Building Division.

In order to keep up with current Land Development projects, residential, commercial and industrial; staff requested a proposal from 4Leaf to provide plan check services.

Staff is requesting City Council approve Task Order No. 11 with 4Leaf to perform plan check services on a time and material basis with a not to exceed amount of \$150,000. The cost of providing plan check services is fully funded by developers from revenue received from plan check fees.

BACKGROUND:

On September 21, 2015 City Council approved a Master Agreement and Task Orders No. 1 and 2 with 4Leaf for professional services in the Building Division. The Master Agreement with 4Leaf allows staff to issue task orders to align with increased construction activity that exceeds staff resources. The ability to use the services of outside consultants makes it possible to keep minimal permanent staff without having to resort to layoffs if construction slows down.

Below is a summary of Task Orders approved to date:

Task Order No.	Date Approved	Description
1	09/21/15	Staff Augmentation
2	09/21/15	Plan Check Services
3	07/18/16	Plan Check Services
4	10/17/16	Plan Check Services
5	12/05/16	Inspection Services
6	06/19/17	Plan Check Services
7	06/19/17	Inspection Services
8	01/29/18	Chief Building Official
9	06/11/18	Chief Building Official
10	06/21/18	Building Inspector Services

OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING**APPROVE TASK ORDER NO. 11 WITH 4LEAF FOR PLAN CHECK SERVICES**

4Leaf currently handles complex structural plan check for major commercial, industrial and residential projects, and the customers in that niche have been very satisfied with the services rendered. Staff has projected the current rate of construction activity to continue during the FY 2018/19.

REASON FOR RECOMMENDATION:

Consultant plan check services allow the City to quickly process complex structural plan checks for major commercial, industrial and residential projects.

COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:

This agenda item promotes Economic Growth by facilitating Land Development projects.

FISCAL IMPACT:

Contract services for plan review was included in Fiscal Year 2018/19 budget. The cost for Task Order 11 will be fully funded from plan check fees collected from developers.

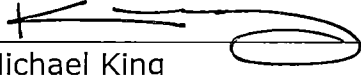
ATTACHMENTS:

- A. Resolution Approving Task Order No. 11 with 4Leaf, Inc. for Plan Check Services in the Building Division.
- B. Task Order No. 11 for Plan Check Services in the Building Division

CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING
APPROVE TASK ORDER NO. 11 WITH 4LEAF FOR PLAN CHECK SERVICES

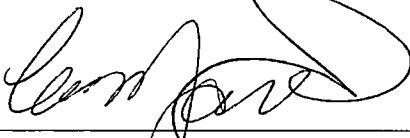
PAGE 3

APPROVALS:




Michael King
Assistant Public Works Director

10-1-18
Date



Cari James
Director of Finance

10/2/18
Date



Salvador Navarrete
City Attorney

10-2-18
Date



Stephen J. Salvatore
City Manager

10.2.18
Date

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING TASK ORDER NO. 11 WITH 4LEAF, INC. FOR PLAN CHECK
SERVICES IN THE BUILDING DIVISION**

WHEREAS, on September 21, 2015 City Council approved a Master Agreement with 4Leaf, Inc. (4Leaf) for professional services; and

WHEREAS, Task Orders have been approved to provide various professional services within the Building Division; and

WHEREAS, in order to keep up with current Land Development projects, residential, commercial and industrial; staff requested a proposal from 4Leaf to provide plan check services; and

WHEREAS, staff is requesting City Council approve Task Order No. 11 with 4Leaf to perform plan check services on a time and material basis with a not to exceed amount of \$150,000; and

WHEREAS, the cost of providing plan check services is fully funded by developers from revenue received from plan check fees;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop Approves Task Order No. 11 with 4Leaf, Inc. for Plan Check Services in the Building Division.

The foregoing resolution was passed and adopted this 8th day of October 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**CITY OF LATHROP
TASK ORDER NO. 11
PURSUANT TO MASTER CONSULTING AGREEMENT DATED
SEPTEMBER 21, 2015 WITH 4LEAF, INC. TO PROVIDE
PLAN CHECKING SERVICES IN THE BUILDING DIVISION**

THIS TASK ORDER NO. 11 dated for convenience this **8th day of October 2018** is by and made and entered into by and between **4LEAF, Inc.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on September 21, 2015, CONSULTANT entered into a Master Agreement with the CITY, and parties approved an extension of the term to June 30, 2019 pursuant to an amendment dated July 18, 2016 ("AGREEMENT") by which the CONSULTANT has agreed to provide Interim Building Division Professional Services; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Interim Building Division Plan Check Services, which are required by this agreement; and

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

WHEREAS, CONSULTANT is willing to render such Interim Building Division Plan Check Services, as hereinafter defined, on the following terms and conditions;

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

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Consulting Services for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform Interim Chief Building Official Consultant 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.

CITY OF LATHROP – Task Order No. 11 with 4Leaf Inc. for Plan Check Services in the Building Division

(3) **Effective Date and Term**

The effective date of this Task Order No. 11 is October 8, 2018, and it shall terminate no later than June 30, 2019.

(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 **\$150,000** for the Building Division Plan Check Services. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 in the Master Consulting Agreement Dated September 21, 2015.

(5) **Maximum Hours**

The maximum number of hours by any single 4Leaf employee pursuant to this agreement shall not exceed 960 hours during the fiscal year. All hours worked will be reported to CalPERS as required. CONSULTANT will provide required reporting information.

(6) **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 insurance have been received. City shall not be obligated to pay CONSULTANT for any services rendered prior to issuance of the Notice to Proceed.

(7) **Independent Contractor Status**

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any 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 this **Task Order No. 11** to the City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(8) **Consultant to Advise City of Any Potential Conflict of Interest**

CONSULTANT agrees not to assign personnel to work in direct conflict with the work performed to CITY and advise CITY of any potential conflict immediately upon discovery of such potential or actual conflict of interest.

(9) **Consultant to Provide Personnel with the Tools for Providing Services Rendered Pursuant to This Agreement**

Parties agree that CONSULTANT shall supply tools to personnel for providing the services rendered pursuant to this Agreement. For example, CONSULTANT shall maintain an office for assigned personnel outside of City Hall.

Provided, however, since CITY has several empty offices and cubicle spaces, excess cell phones, excess computers, and excess tablets, CONSULTANT personnel may be allowed by CITY to temporarily use some of CITY office resources. CONSULTANT expressly agrees that CONSULTANT personnel's use of any such City resources shall not exonerate Consultant from purchasing and paying for any tools necessary for Consultant to provide services to CITY under this Agreement. CONSULTANT further agrees that CONSULTANT shall not claim that any use by CONSULTANT's personnel of CITY resources should be considered evidence that CONSULTANT's personnel is an employee during the term of this Agreement instead of an employee of CONSULTANT.

(10) **Staff Direction**

CONSULTANT will not supervise CITY staff but will provide professional direction in their daily responsibilities based on building code standards.

(11) **Training**

CONSULTANT shall be trained on any specialty area they are providing professional consulting services to the City. CITY will not provide or pay for CONSULTANT training.

CITY OF LATHROP – Task Order No. 11 with 4Leaf Inc. for Plan Check Services in the Building Division

(12) **Signatures**

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

CITY OF LATHROP – Task Order No. 11 with 4Leaf Inc. for Plan Check Services in the Building Division

Approved as to Form:

City of Lathrop
City Attorney



10-2-18

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Senior Civil Engineer

Michael King

Date

Accepted By:

Reso No. _____

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

Craig Tole, Director
4 Leaf Inc.
2110 Rheem Drive, Suite A
Pleasanton, CA 94588
Fed ID # 94-3393574
Bus License # 20088

Signature

Date

(Print Name and title)

**4LEAF, INC.**ENGINEERING • CONSTRUCTION MANAGEMENT
BUILDING INSPECTION • PLAN CHECK

2018-20 FEE SCHEDULE & BASIS OF CHARGES

For the City of Lathrop

All Rates are Subject to Basis of Charges

Plan Check Service	Fee for 1 st Review and two (2) subsequent rechecks	Hourly rate for onsite and/or greater than 3 reviews offsite (with authorization from Director):
Life Health Safety, Structural, ADA Requirements and Title 24 Energy Requirements Plan Checks	70% of City fee	\$125/hour structural \$90/hour non-structural
Plumbing/Mechanical/Electrical Only Plan Checks	40% of City fee	\$90/hour non-structural
Structural Only Plan Checks	40% of City fee	\$125/hour structural

Additional Building Department Services

Senior Combination Building Inspector	\$95/hour
Commercial Building Inspector	\$90/hour
Residential Building Inspector	\$80/hour
Training Building Inspector	\$60/hour
Code Enforcement	\$85/hour
Senior Permit Technician	\$65/hour
Permit Technician	\$60/hour
On-Site Plan Review Engineer.....	\$120/hour
On-Site Non-Structural Plans Examiner	\$90/hour
Fire Review	\$155/hour
Inspector of Record (including DSA or OSHPD)	\$135/hour
Public Works Inspector	\$145/hour
Interim Chief Building Official.....	\$130/hour
CASp Inspection	\$155/hour
Off-Site Project Manager	\$160/hour
Principal-in-Charge	\$185/hour
Hourly overtime charge per inspector.....	1.5 x hourly rate
Mileage (for inspections performed within the City)	IRS Rate + 20%

BASIS OF CHARGES

- All invoicing will be submitted monthly.



- Work is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- 4LEAF assumes that these rates reflect the 2018-2020 contract period. 3% escalation for 2020 and 2021 is negotiable per market conditions.
- Overtime and Premium time will be charged as follows:
 - *Regular time (work begun after 5AM or before 4PM)* *1 x hourly rate*
 - *Night Time (work begun after 4PM or before 5AM)* *1.125 x hourly rate*
 - *Overtime (over 8 hour M-F or Saturdays)* *1.5 x hourly rate*
 - *Overtime (over 8 hours Sat or 1st 8 hour Sun)* *2 x hourly rate*
 - *Overtime (over 8 hours Sun or Holidays)* *3 x hourly rate*
- Overtime will only be billed with prior authorization of the Chief Building Official, Public Works Director, or other responsible 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 Lathrop Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.

**CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING**

ITEM: 2018 WINTER HOLIDAY AND 2019 CITY COUNCIL MEETING SCHEDULES

RECOMMENDATION: Consideration of Proposed 2018 Winter Holiday Closure and 2019 City Council Meeting Schedules

BACKGROUND:

On October 16, 2017, the City Council adopted Resolution 17-4307, updating the City Council Handbook to revise the regular City Council meeting schedule from two to one meeting per month. At that time, the City Council adopted the entire 2018 City Council regular meeting schedule, including the special meeting, November 19, 2018, due to the Veteran's Day holiday. Also on October 16, 2017, under a separate item, the City Council approved the City Hall closure during the Christmas and New Year's holidays. This allowed staff to be with their families during the holiday week.

In preparation for the holiday season, staff anticipates that business and development activity will slow down during the holidays as it has in the past, specifically the days between Christmas Eve and New Year's Day. It is also anticipated that many employees will request time off during this time. In order to accommodate anticipated requests and allow employees to spend time with their families, Council may consider closing City facilities on December 26, 2018 and December 27, 2018. All employees will be required to work on Friday, December 21, 2018, and will receive Friday, December 28, 2018 as their regular 9/80 Friday off. The closure would be a one-time occurrence due to the way the holidays fall during this year and will not affect the required utility and maintenance operations of the City. This closure will also allow time for our IT Department to perform required system maintenance and much needed upgrades to software and server programs without interrupting the course of regular business.

Therefore, tonight staff is requesting Council consideration of the following City Council meetings and Holiday closure schedule, as follows:

December 2018

December 26 - 27, 2018 – City Facilities Closure

June 2019

June 17, 2019 – City Council Special Meeting for FYs 19-20 and 20-21 Budget Hearings

November 2019

November 11, 2019 – Cancellation of Regular Meeting due to Veteran's Day Holiday

November 18, 2019 – City Council Special Meeting

If Council approves the calendar depicted on the next page, City Hall would be closed at 5 p.m. on Friday, December 21, 2018, and would reopen at 8 a.m. on Wednesday, January 2, 2019. Should the need arise, a Special City Council Meeting can be called at anytime in order to conduct the City's business. The noticing of a Special City Council Meeting would be provided in accordance with State law.




CITY MANAGER'S REPORT**PAGE 2****OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING****2018 HOLIDAY & 2019 CITY COUNCIL MEETING SCHEDULES**

Additionally, on-call emergency utility services will be available to the general public during the holiday closure by calling (209) 992-0028. The calendars below depict the proposed schedule:

Dec-18	SUN	MON	TUES	WED	THURS	FRI	SAT
							1
	2	3	4	5	6	7	8
	9	10 Regular Meeting	11	12	13	14	16
	16	17	18	19	20	21	22
	23	24 Christmas Eve Holiday	25 Christmas Day Holiday	26 Proposed Closure	27 Proposed Closure	28 9/80 Friday Off	29
	30	31 New Year's Eve Holiday					
Jan-19	SUN	MON	TUES	WED	THURS	FRI	SAT
			1 New Year's Day Holiday	2	3	4	5
	6	7	8	9	10	11	12
	13	14 Regular Meeting	15	16	17	18	19
	20	21 Martin Luther King Jr. Holiday	22	23	24	25	26
	27	28	29	30	31		

**CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING
2018 HOLIDAY & 2019 CITY COUNCIL MEETING SCHEDULES**

PAGE 3

LEGEND	
	Regular Scheduled Meeting
	Regular Holiday - City Offices Closed (<i>maybe different for utilities, maintenance, and recreation facility schedules; non- 9/80 schedules</i>) / or 9/80 day off
	Proposed City Offices Closure (<i>may not apply to utilities, maintenance, and recreation facilities schedules</i>)

REASON FOR RECOMMENDATION:

The holiday closure schedule in December allows the City to accommodate the large number of anticipated time-off requests and allow employees to spend time with their families.

FISCAL IMPACT:

Equal to regular salaries, approximately \$23,600 per day. All employees will be required to work on Friday, December 21, 2018 and will receive Friday, December 28, 2018 as their regular 9/80 Friday.

ATTACHMENT:

- A. 2019 City Council Meeting Schedule

**CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING
2018 HOLIDAY & 2019 CITY COUNCIL MEETING SCHEDULES**

PAGE 4

APPROVALS:



Teresa Vargas
City Clerk

10/2/18

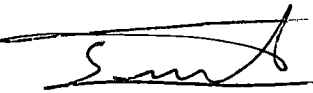
Date



Cari James
Director of Finance &
Administrative Services

10/3/18

Date



Salvador Navarrete
City Attorney

10-3-18

Date



Stephen J. Salvatore
City Manager

10.3.18

Date

ATTACHMENT A

LATHROP CITY COUNCIL 2019 REGULAR MEETING SCHEDULE

Lathrop City Council holds regular meetings on the 2nd Monday of each month, at 7:00 p.m., located at City Hall, Council Chambers, 390 Towne Centre Drive, Lathrop, CA. Study Sessions and Special Meetings are scheduled as needed. *(NOTE: This schedule is subject to change for various reasons and notification will be given in advance.)*

JANUARY

January 14, 2019

JULY

July 8, 2019

FEBRUARY

February 11, 2019

AUGUST

August 12, 2019

MARCH

March 11, 2019

SEPTEMBER

September 9, 2019

APRIL

April 8, 2019

OCTOBER

October 14, 2019

MAY

May 13, 2019

NOVEMBER

~~November 11, 2019~~ (cancelled/Veteran's Day Holiday)

November 18, 2019*

JUNE

June 10, 2019

June 17, 2019 (Tentative Budget Hearings)

DECEMBER

December 9, 2019

*Adjusted for holiday

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**CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING**

ITEM: **FUNDING FOR A MAINTENANCE WORKER I/II AND A UTILITY OPERATOR I/II/III IN THE PUBLIC WORKS DEPARTMENT**

RECOMMENDATION: **Adopt a Resolution to Approve Funding for a Maintenance Worker I/II and a Utility Operator I/II/III position**

SUMMARY:

The Public Works Department is responsible for the daily maintenance of city streets, parks and buildings, as well as the operation of the City's water systems. Due to the City's current growth plan, staff is requesting funding for one (1) Maintenance Worker I/II and one (1) Utility Operator I/II/III position in the Public Works Department.

BACKGROUND:

The Public Works Department is responsible for the daily operations and maintenance of the City's parks, streets, buildings and water systems. As the City grows, it is necessary to expand staff in order to keep up with the daily needs of the City's growing infrastructure. Based on current and future construction trends, there is a need for an additional full time Maintenance Worker I/II and an additional full time Utility Operator I/II/III to meet the demands of the City's daily operations.

RECOMMENDATION:

Staff recommends Council fund one (1) Maintenance Worker I/II and one (1) Utility Operator I/II/III position in the Public Works Department. This will allow staff to maintain daily servicing operations for the City's infrastructure.

FISCAL IMPACT:

Staff request City Council approve a budget amendment in fiscal year 2018/19 to fund the Maintenance Worker II in the amount of \$71,000 and the Utility Operator III in the amount of \$96,000 as follows:

Increase Appropriation 1010-50-70-410-11-00	\$23,430	Increase Appropriation 2560-50-61-410-11-00	\$4,800
Increase Appropriation 1010-50-80-410-11-00	\$23,430	Increase Appropriation 2570-50-63-410-11-00	\$7,680
Increase Appropriation 2080-50-10-410-11-00	\$24,140	Increase Appropriation 5620-50-50-410-11-00	\$9,600
Increase Appropriation 2390-50-66-410-11-00	\$3,840	Increase Appropriation 6010-50-30-410-11-00	\$17,280
Increase Appropriation 2500-50-21-410-11-00	\$3,840	Increase Appropriation 6050-50-32-410-11-00	\$1,920
Increase Appropriation 2510-50-20-410-11-00	\$14,400	Increase Appropriation 6080-50-34-410-11-00	\$32,640

ATTACHMENTS:

A. Resolution

CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING
FUNDING FOR A MAINTENANCE WORKER I/II AND UTILITY OPERATOR III

PAGE 2

APPROVALS:



Michael King
Assistant Public Works Director

10-3-18


Date



Cari James
Finance Director

10/3/18


Date



Salvador Navarrete
City Attorney

10-3-18

Date



Stephen J. Salvatore
City Manager

10.3.18

Date

RESOLUTION 18-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO FUND
A MAINTENANCE WORKER I/II AND A UTILITY OPERATOR I/II/III IN THE
PUBLIC WORKS DEPARTMENT**

WHEREAS, the City is expanding and additional staffing is needed to keep up with that growth; and

WHEREAS, the Public Works Department is responsible for the daily maintenance of City streets, parks, building and the operation of the City's water systems; and

WHEREAS, Staff has recommended fund one (1) Maintenance Worker I/II and one (1) Utility Operator I/II/III position in the Public Works Department;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves the funding to add one (1) Maintenance Worker I/II and one (1) Utility Operator I/II/III position in the Public Works Department; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approve the following amendments to the adopted Fiscal Year 2018/19 Budget:

Increase Appropriation 1010-50-70-410-11-00	\$23,430	Increase Appropriation 2560-50-61-410-11-00	\$4,800
Increase Appropriation 1010-50-80-410-11-00	\$23,430	Increase Appropriation 2570-50-63-410-11-00	\$7,680
Increase Appropriation 2080-50-10-410-11-00	\$24,140	Increase Appropriation 5620-50-50-410-11-00	\$9,600
Increase Appropriation 2390-50-66-410-11-00	\$3,840	Increase Appropriation 6010-50-30-410-11-00	\$17,280
Increase Appropriation 2500-50-21-410-11-00	\$3,840	Increase Appropriation 6050-50-32-410-11-00	\$1,920
Increase Appropriation 2510-50-20-410-11-00	\$14,400	Increase Appropriation 6080-50-34-410-11-00	\$32,640

The foregoing resolution was passed and adopted this 8th day of October, 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING**

ITEM: **AGREEMENT WITH CONDOR EARTH FOR
ENGINEERING SUPPORT SERVICES**

RECOMMENDATION: **Adopt a Resolution Authorizing an Agreement
With Condor Earth to Provide Engineering
Support Services**

SUMMARY:

The Public Works Department currently has two open engineering positions and staff is actively recruiting to fill them. In order to keep up with current Land Development projects and Capital Improvement Projects (CIPs), staff requested a proposal from Condor to provide engineering support services.

Staff requests City Council adopt a resolution approving an Agreement with Condor in the amount of \$50,000 to provide engineering support services. The City will utilize salary savings to fund the Agreement.

BACKGROUND:

The Public Works Department is made up of four divisions, Administration, Building, Engineering, and Operations & Maintenance. The Engineering division provides engineering review and project management services for CIPs and Land Development. This includes project plan review, permit processing, construction inspection and public assistance. The division also works closely with the Community Development Department and the City Engineer to process Land Development projects by providing conditions of approval associated with Building and Planning permit applications.

REASON FOR RECOMMENDATION:

In order to keep up with current Land Development projects and Capital Improvement Projects (CIPs), it is necessary to hire a consultant for this position on an interim basis while recruiting. The external recruiting environment for this position is very competitive and staff estimates it may take up to 6 months to recruit for this position.

COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:

This agenda item promotes Economic Growth and Community Values by allowing Land Development projects and CIP's to continue during the recruitment process.

FISCAL IMPACT:

The cost of the agreement is not to exceed \$50,000 and will be paid for using salary savings within the approved Fiscal Year 2018/19 budget.

ATTACHMENTS:

- A. Resolution Authorizing Agreement with Condor Earth to Provide Engineering Support Services
- B. Agreement with Condor Earth

CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING
AGREEMENT WITH CONDOR FOR ENGINEERING SUPPORT SERVICES


PAGE 3

APPROVALS:




Michael King
Assistant Public Works Director

10-2-18
Date




Cari James
Director of Finance

10/2/18
Date



Salvador Navarrete
City Attorney

10/2/18
Date



Stephen J. Salvatore
City Manager

10-3-18
Date

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
AUTHORIZING AN AGREEMENT WITH CONDOR EARTH TO PROVIDE
ENGINEERING SUPPORT SERVICES**

WHEREAS, the Public Works Department currently has two open engineering positions and staff is actively recruiting to fill them; and

WHEREAS, in order to keep up with current Land Development projects and Capital Improvement Projects (CIPs), it is necessary to hire a consultant on an interim basis while recruiting; and

WHEREAS, staff requested a proposal from Condor to provide engineering support services; and

WHEREAS, staff requests City Council adopt a resolution approving an Agreement with Condor in the amount of \$50,000 to provide engineering support services; and

WHEREAS, sufficient funds exist within the approved Fiscal Year 2018/19 budget, the City will utilize salary savings to fund this Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of City of Lathrop Authorizes an Agreement with Condor Earth to Provide Engineering Support Services.

The foregoing resolution was passed and adopted this 8th day of October 2018, 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

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF LATHROP
AND CONDOR EARTH
TO PROVIDE ENGINEERING AND ADMINISTRATION SUPPORT**

THIS AGREEMENT, dated for convenience this 8th day of October, 2018, is by and between Condor Earth ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent provide Engineering and Administration Support; and

WHEREAS, CONSULTANT was selected by the CITY as the most qualified to perform these services; and is specially trained, experienced, and competent to provide Engineering and Administration Support; and

WHEREAS, CONSULTANT is willing to render such Engineering and Administration Support services, as hereinafter defined, on the following terms and conditions; and

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

AGREEMENT

(1) Scope of Service.

CONSULTANT agrees to perform services in conformance with the scope of work submitted by the CONSULTANT, hereafter referred to as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession, as stated in Article 11, and CITY'S satisfaction.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT on a time and expense reimbursement basis in accordance with Exhibit "A" up to a sum not to exceed **\$50,000** to provide Engineering and Administration Support services as set forth in Exhibit "A" and incorporated herein by reference, notwithstanding any contrary indications which may be contained in CONSULTANT'S proposal. CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below.

CONDOR EARTH – ENGINEERING AND ADMINISTRATION SUPPORT SERVICES

Compensation for any task must be equal or less than the percentage complete. In no event shall CONSULTANT be entitled to compensation for work not included in Attachment “A”, Scope of Work, 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 material basis.

(3) Effective Date and Term.

The effective date of this Agreement is October 8, 2018, and it shall terminate no later than June 30, 2019.

(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. CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Attachment “A” to City’s satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings.

CONSULTANT’S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for 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, regardless of the reason, or the lack of a reason, according to the CITY’S request.

CONDOR EARTH – ENGINEERING AND ADMINISTRATION SUPPORT SERVICES

The services shall be performed by, or under the direct supervision, CONSULTANT's Authorized Representative: Stephen Medina, CONSULTANT shall not replace its Authorized Representatives 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 Public Works Director. 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 Public Works Director.

(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, unless otherwise authorized by City. 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. Workers Compensation Insurance shall be provided as required by law, 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.

CONDOR EARTH – ENGINEERING AND ADMINISTRATION SUPPORT SERVICES

- (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 a 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 additional insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including 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

CONDOR EARTH – ENGINEERING AND ADMINISTRATION SUPPORT SERVICES

- 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 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, so long as commercially available at reasonable rates.

CONDOR EARTH – ENGINEERING AND ADMINISTRATION SUPPORT SERVICES

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's policies shall have self-insured retentions not exceeding \$100,000 except with concurrence of the CITY.
- (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, so long as commercially available at reasonable rates.
 - (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, that (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 in accordance with the Standard of Care in Article 11.

CONDOR EARTH – ENGINEERING AND ADMINISTRATION SUPPORT SERVICES

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 in accordance with Article 11.

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) Standard of Care.

CONSULTANT agrees that, in connection with its services to be performed under this Agreement, such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality. CITY recognizes that the state of practice, particularly with respect to hazardous waste conditions, is changing and evolving.

While CONSULTANT will perform in reasonable accordance with standards in effect at the time its services are performed, it is recognized that such standards may subsequently change because of improvements in the state of practice. When the findings and recommendations of CONSULTANT are based on information supplied by CITY and others, CONSULTANT shall have the right to rely on the accuracy and completeness of such information. No warranty or guarantee, express or implied, is made or intended by providing of consulting services or by furnishing oral or written reports of the findings made.

CONDOR EARTH – ENGINEERING AND ADMINISTRATION SUPPORT SERVICES

(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, by signing this agreement CONSULTANT states 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 at any time for convenience upon thirty (30) days written notification to 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.

(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. CONSULTANT shall not be required to provide services beyond available funding.

(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.

CONDOR EARTH – ENGINEERING AND ADMINISTRATION SUPPORT SERVICES

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

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

Phone: (209) 941-7430
Fax: (209) 941-7449

To Consultant: Condor Earth
188 Frank West Circle, Suite I
Stockton, CA 95209
Phone: (209) 934-0518
Fax: (209) 234-0538
Attn: Brad Peterson, Project Director

(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) 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.

CONDOR EARTH – ENGINEERING AND ADMINISTRATION SUPPORT SERVICES

- (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, 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.

CONDOR EARTH – ENGINEERING AND ADMINISTRATION SUPPORT SERVICES

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.

(18) General Contractor Responsibilities.

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or CONSULTANT'S sub-consultants shall relieve the any General Contractor retained by the CITY of its obligations, duties and responsibilities.

CITY agrees that the CITY, CONSULTANT and its sub-consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's general liability insurance policy and that a Waiver of Subrogation in favor of CONSULTANT will be provided under the General Contractor's Workers Compensation policy. CITY will require General Contractor to provide evidence of such insurance to CITY and CONSULTANT prior to General Contractor beginning work on the project.

(19) 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.

(20) Cost Estimates.

Any statements of estimated construction costs or future operation and maintenance costs furnished by CONSULTANT are predicted costs and are based on professional opinions and judgment. CONSULTANT is not responsible for fluctuations in construction costs due to bidding conditions and other factors which could not be anticipated at the time of preparation of the particular estimate.

(21) CADD Documents.

Any Computer Aided Design and Drafting (CADD) documents, drawings and data files provided by CONSULTANT in an electronic format, on tape, computer disk or other electronic media, in accordance with the services covered by this Agreement or as a courtesy to CITY do not constitute the delivery of CONSULTANT's professional work product. Only the original paper prints constitute CONSULTANT'S professional work product. Because the electronic media may be damaged during transfer or altered, the paper prints shall control where there are any differences between the paper prints and the electronic media. CONSULTANT makes no warranties, either express or implied, of the merchantability, applicability, compatibility with CITY'S computer equipment or software, or fitness for any particular purpose for the electronic media or that the electronic media contain no defects or are virus free.

Modification or use by CITY of any documents or electronic media prepared by CONSULTANT for any purpose or project other than the project subject to this Agreement shall be at CITY'S sole risk. CITY agrees to indemnify and hold CONSULTANT harmless from any claims, damages, liabilities or costs, including attorneys' fees and costs of defense, arising from any reuse or modification of any documents or electronic media prepared by CONSULTANT without the prior written consent of CONSULTANT.

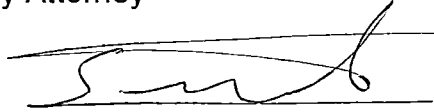
(22) Signatures.

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 – CONSULTING SERVICES AGREEMENT
CONDOR EARTH – ENGINEERING AND ADMINISTRATION SUPPORT SERVICES

Approved as to Form:

City of Lathrop
City Attorney



10-2-18

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant Public Works Director

Michael King

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

Condor Earth
188 Frank West Circle, Suite I
Stockton, CA 952069

Fed ID # 94-2908050
Lathrop Bus License #20535

Robert J. Job, President

Date



CONDOR EARTH
 188 Frank West Circle, Suite 1
 Stockton, CA 95206
 209.234.0518
 Fax 209.234.0538
 www.condorearth.com

Condor Proposal No. 7569D

September 6, 2018

Michael King, PE
 Assistant Public Works Director
 City of Lathrop
 390 Towne Centre Drive
 Lathrop, CA 95330

**Subject: Proposal for Staff Augmentation Services
 Engineering and Administration Support**

Dear Mr. King:

Condor Earth (Condor), is pleased to provide the following hourly rates for engineering support services. We understand that the City desires full-time engineering support to assist with implementing the Citywide Capital Improvement Program (CIP), along with supporting development services.

Condor proposes to provide these services at the following hourly rates:

Engineering Support: \$85/hour – Trial Period (first 20 working days) - \$95/hour thereafter.

Acceptance of this Proposal by the City means that the City agrees to keep assigned professional in positions as described herein, to notify Condor if the assignment will change and to not assign supervisory duties to any staff under this agreement. Overtime is billed at 1.3 times the base rate (Saturday work is overtime) and Double-Time is billed at 1.7 times the base rate (Sundays and Holidays).

If the City is no longer in need of our assigned professionals, the City will provide a 2-week notice of termination. The 2-week notice is not required during the trial period.

Condor appreciates the opportunity to submit this Proposal. Please contact us if you have any questions.

Respectfully submitted,

CONDOR EARTH

Brad Peterson
 Project Director

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**CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING**

**ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO
CONSIDER THE 2019 SJMSCP DEVELOPMENT FEE
ANNUAL ADJUSTMENT**

RECOMMENDATION: Council to Consider the Following:

- 1. Hold a Public Hearing; and**
- 2. Adopt a Resolution Approving an Annual Adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) Development Fee for 2019.**

SUMMARY:

On August 23, 2018, the San Joaquin Council of Governments (SJCOG) approved the annual adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) development fees. The development fees were calculated using a formula method which is adjusted annually [Fee = Category A (acquisition) + Category B (assessment & enhancement) + Category C (land management & administration)]. Each component of the formula is adjusted using a specific mechanism which relates to the individual component in the fees. The new fee calculations will become effective on January 1, 2019.

Projects which participate under the SJMSCP benefit from a pre-determined streamlined processing of the project rather than navigating through a very long and cumbersome regulatory process led by local jurisdiction staff outside the habitat plan. By opting for plan participation, the project can choose a number of ways to provide mitigation for the impacts of the project through the plan:

1. Pay a fee;
2. Redesign the project to avoid/minimize impacts;
3. Provide land in lieu of the SJMSCP fee which the project will negotiate the easement/fee title costs; or
4. Any combination of the above options.

Alternatively, the project proponent may choose to not participate in the SJMSCP and fulfill mitigation requirements on their own with state and federal permitting agencies.

Staff recommends adoption of the attached resolution approving an annual adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) development fees for 2019.

**CITY MANAGERS REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING
2019 SJMSCP DEVELOPMENT FEES**

PAGE 2

BACKGROUND:

On November 6, 2001, the City Council adopted Ordinance No. 01-194, establishing the SJMSCP. The plan established a procedure to mitigate the impacts of new development on undeveloped land within the cities of Lathrop, Escalon, Tracy, Ripon, Manteca, Lodi, Stockton, and San Joaquin County. Each city and the County adopted the SJMSCP and the recommended fee schedule at that time. A Habitat Conservation Map (Attachment 2) identifies those areas within the City of Lathrop that are subject to a specific habitat fee category.

With recommendation from the SJCOG staff, Financial Subcommittee and Habitat Technical Advisory Committee, SJCOG approved the annual adjustment to the development fees on August 23, 2018 and is requesting each participating jurisdiction to adopt the annual adjustment to the SJMSCP development fees. Since its adoption, the developer paid SJMSCP fees have been adjusted annually on January 1st of each year. The following table shows the habitat category, the current 2018 fees and proposed 2019 fee adjustments.

The final calculation of the 2019 SJMSCP development fees shows an approximate overall decrease of 30.9% in the Multi-purpose, Agriculture and Natural habitat classifications from 2018. Also, the rarely impacted Vernal Pool Upland and Wetted habitat classifications decreased 13.5% and 24.7% respectively.

Table 1: History of SJMSCP Fees since 2015

YEAR	2015	2016	2017	2018	2019 (Proposed)
Multi-purpose	\$7,281	\$7,807	\$8,905	\$9,701	\$6,700
Agriculture	\$14,543	\$15,596	\$17,808	\$19,400	\$13,399
Natural	\$14,543	\$15,596	\$17,808	\$19,400	\$13,399
Vernal Pool (grasslands)	\$42,784	\$46,869	\$66,437	\$72,523	\$54,576
Vernal Pool (wetted)	\$85,631	\$90,273	\$109,737	\$116,871	\$101,033

RECOMMENDATION:

Staff recommends that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, adopt a resolution approving the annual adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan development fees for 2019.

COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:

The proposed Resolution promotes Economic Growth by supporting and encouraging development by providing a streamlined process for mitigating biological impact, and promotes Team Work between the public, development community, Council, County and City staff by working together to share the same vision.

FISCAL IMPACT:

The fee adoption has no fiscal impact to the City. Developers may participate in the SJMSCP plan or opt out and fulfill mitigation requirements with state and federal permitting agencies.


ATTACHMENT:

1. Resolution to approve the 2019 San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) development fee.
2. SJMSCP Habitat Conservation Map
3. 2019 Habitat Fee Table

**CITY MANAGERS REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING
2019 SJMSCP DEVELOPMENT FEES**


PAGE 4

APPROVALS:



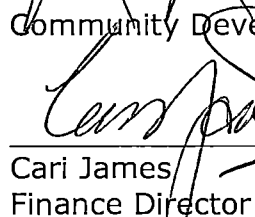
Rick Cagliati
Principal Planner

9-27-18
Date



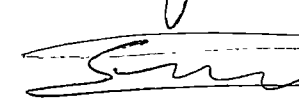
Mark Meissner
Community Development Director

9-27-18
Date



Cari James
Finance Director

10/1/18
Date



Salvador Navarrete
City Attorney

9-28-18
Date



Stephen J. Salvatore
City Manager

10-2-18
Date

RESOLUTION NO. 18 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE THE ANNUAL ADJUSTMENT TO THE SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT CONSERVATION AND OPEN SPACE PLAN (SJMSCP) DEVELOPMENT FEE FOR 2019

WHEREAS, the City Council of the City of Lathrop adopted Ordinance No. 01-194 establishing the authority for collection of a Development Fee for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) for all new development pursuant to the SJMSCP within the City of Lathrop; and

WHEREAS, a "Fee Study" dated July 1, 2001 was prepared which analyzed and identifies the costs, funding, and cost-benefit of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan; and

WHEREAS, the purpose of the SJMSCP development fee is to finance the goals and objectives of the SJMSCP that include, but are not limited to preserve land acquisition, preserve enhancement, land management, and administration that compensate for such lands lost as a result of future development in the City of Lathrop and in San Joaquin County; and

WHEREAS, after considering the fee study and the testimony received at the public hearing, the Lathrop City Council approved said report; and further found that the future development in the City of Lathrop will need to compensate cumulative impacts to threatened, endangered, rare and unlisted SJMSCP covered species and other wildlife and compensation for some non-wildlife related impacts to recreation, agriculture, scenic values and other beneficial open space uses; and

WHEREAS, an "Updated Fee Study" was prepared in 2006, 2011 and 2016 which analyzed and identified the costs and funding of the SJMSCP; and

WHEREAS, the SJMSCP development fees are divided into three categories: Category A – Acquisition; Category B – Enhancement; and Category C – Land Management/Administration; and

WHEREAS, the SJMSCP development fees for the different habitat types is shown on Attachment 3 of the staff report; and

WHEREAS, to ensure that the SJMSCP development fees keep pace with inflation, annual adjustments are made to the fees based on the method previously adopted by the Lathrop City Council; and

WHEREAS, the method of annual adjustments was modified in 2011, in 2016 and again in 2018; and

WHEREAS, the 2018 adjustment resulted in a minor change to category "A" with an adjustment to the easement to fee title percentage used in the fee model.

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

1. The City Council finds and declares that the purposes and uses of the development fee, and the determination of the reasonable relationship between the fees' uses and the type of development project on which the fees are imposed, are all established in Ordinance No. 01-194, and remain valid, and the City Council therefore adopts such determinations.
2. The 2019 development fee for the three habitat types – natural land and agricultural lands, vernal pool habitat, and multi-purpose open space conversion, shall be as set forth in Attachment 3 of the staff report, incorporated by reference herein.
3. The fee provided in this resolution shall be effective on January 1, 2019, which is at least sixty (60) days after the adoption of this resolution.

The foregoing resolution was passed and adopted this 8th day of October 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:


ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

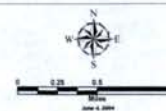


Salvador Navarrete, City Attorney

ATTACHMENT 2



San Joaquin Council of Governments
555 East Weber Avenue
Stockton, CA 95202





SJCOG, Inc.

555 East Weber Avenue • Stockton, CA 95202 • (209) 235-0600 • FAX (209) 235-0438

San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)

Robert Rickman
CHAIR

Doug Kuchta
VICE CHAIR

Andrew T. Chesley
PRESIDENT

Member Agencies:
CITIES OF
ESCALON,
LATHROP,
LODI,
MANTECA,
RIPON,
STOCKTON,
TRACY,
AND
THE COUNTY OF
SAN JOAQUIN

2019 Updated Habitat Fees*

Habitat Type	Fee Per Acre
Multi-Purpose Open Space	\$6,700
Natural	\$13,399
Agriculture	\$13,399
Vernal Pool - uplands	\$54,576
Vernal Pool - wetted	\$101,033

* Effective January 1, 2019 – December 31, 2019

2018 Endowment Fees with In-lieu Land**

Type of Preserve	Enhancement Cost/acre	Land Management Cost/acre	TOTAL PER ACRE ENDOWMENT
Agricultural Habitat Lands	\$3,727.00	\$821.75	\$4,548.75
Natural Lands	\$3,727.00	\$821.75	\$4,548.75
Vernal Pool Habitat			
Vernal Pool Grasslands	\$14,814.00	\$2,503.33	\$17,317.33
Vernal Pool Wetted	\$61,994.00	\$2,457.61	\$64,451.61

** Effective January 1, 2019 – December 31, 2019 in lieu of fees to be used as the endowment for the dedicated land preserves (Category B + C) based on impacted acres.

VELB Mitigation

A special fee category shall apply when removal of the Valley Elderberry Long-horned Beetle (VELB) habitat of elderberry shrubs occurs. The fee shall be paid to SJCOG, Inc. or a VELB mitigation bank approved by the Permitting Agencies. The current fee, as established in the VELB Conservation Fund Account managed by the Center for Natural Lands Management, and approved by the USFWS, is \$1,800 per VELB Unit (one unit= one stem over 1" in diameter at ground level which is removed). Fees shall be established by the JPA during preconstruction surveys (i.e., counts of stems to be removed with and without exit holes shall be completed during preconstruction surveys) and shall be paid to the JPA prior to ground disturbance or stem removal, whichever comes first.

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**ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO
UPDATE THE WEST LATHROP SPECIFIC PLAN
REIMBURSEMENT FEE**

RECOMMENDATION: Council to Consider the Following:

- 1. Hold a Public Hearing; and**
- 2. Adopt Resolution Approving the 2018 West Lathrop Specific Plan (WLSP) Reimbursement Fee Update**

SUMMARY:

The WLSP Reimbursement fee was established to reimburse River Islands and its predecessors for costs incurred in the preparation of the 1996 West Lathrop Specific Plan (WLSP) and its Environmental Impact Report (EIR), the cost of annexation, and litigation costs incurred to defend these approvals, together with interest.

Pursuant to Lathrop Municipal Code (LMC) 3.21.040, the WLSP fee updates annually to include interest recognition, administrative expenses, and other costs incurred. The update also serves as a tool to recalculate the costs and acreages based on payments already made for properties in Mossdale Village. The updated fee is proposed to be \$2,612 per acre.

The WLSP fee becomes due when a property owner wishes to develop properties in the Mossdale Village area.

BACKGROUND:

On June 17, 2003, the City Council adopted Ordinance No. 02-208, adding Chapter 3.21, "West Lathrop Specific Plan Reimbursement Fee," to the Municipal Code. The Council subsequently adopted resolution No. 03-1488 establishing the West Lathrop Specific Plan Reimbursement Fee at the amount of \$1,038 per acre. The fee was established to reimburse River Islands and its predecessors for costs incurred in the preparation of the 1996 West Lathrop Specific Plan (WLSP) and its EIR, the cost of annexation, and litigation costs incurred to defend these approvals together with interest. The fee is paid by developers seeking City approvals in the Mossdale Village portion of the WLSP area.

The Ordinance requires this fee to be updated annually to include administrative and other costs that may have been incurred since the last update as well as interest. The update is also to recalculate the costs and acreages based on payments already made for properties in Mossdale Village. The WLSP fee was last updated in 2013 and set at \$2001 per acre.

The updated calculation of the WLSP Reimbursement Fee for 2018 has been prepared by the Finance Department, and the updated WLSP fee is proposed to be \$2,612 per acre.

REASON FOR RECOMMENDATION:

The WLSP Reimbursement Fee Ordinance (LMC 3.21.040) requires that the fee be reviewed and updated annually.

FISCAL IMPACT:

The City incurs costs for staff to implement and update the fee, which costs are funded through the inclusion of a 1% administrative charge in the WLSP Reimbursement Fee.

ATTACHMENT:

A. Resolution Approving the West Lathrop Specific Plan Reimbursement Fee Update.

**CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING
WLSP REIMBURSEMENT FEE**

PAGE 3

APPROVALS:

for Vanessa R. Portillo

Sandra Frias
Budget Manager

9-27-18

Date

Vanessa R. Portillo

Vanessa Portillo
Deputy Finance Director

9-27-18

Date

Cari James

Cari James
Finance Director

9/27/18

Date

Salvador Navarrete

Salvador Navarrete
City Attorney

10-2-18

Date

Stephen Salvatore

Stephen Salvatore
City Manager

10-2-18

Date

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE WEST LATHROP SPECIFIC PLAN REIMBURSEMENT
FEE UPDATE**

WHEREAS, on June 17, 2003, the City Council of the City of Lathrop adopted Ordinance No. 02-208, adding Chapter 3.21 entitled the West Lathrop Specific Plan (WLSP) Reimbursement Fee to the City of Lathrop Municipal Code; and

WHEREAS, the WLSP Reimbursement Fee is paid by the owners of property or other persons seeking City approvals in the Mossdale Village portion of the WLSP area to recover costs incurred by River Islands and its predecessors for the preparation of the 1996 WLSP, the 1996 WLSP Environmental Impact Report (EIR), the cost of the annexation, and the litigation costs incurred to defend these approvals, together with interest; and

WHEREAS, on June 17, 2003, the City Council adopted Resolution No. 03-1488 approving the WLSP Reimbursement Fee and setting the amount of the fee at \$1,038 per acre; and

WHEREAS, the WLSP Reimbursement Fee Ordinance requires that the WLSP Reimbursement Fee be updated annually to include administrative and other costs that may have been incurred since the last update along with interest costs; and

WHEREAS, the City has updated the costs incurred by River Islands along with interest and incorporated payments already received for properties in the Mossdale Village area; and

WHEREAS, this action is exempt from California Environmental Quality Act ("CEQA") requirement because this is not a "project" pursuant to Section 15378, subdivision (b)(4);

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop finds that the updating of the Reimbursement Fee by this resolution does not require environmental review pursuant to Section 15378, subdivision (b)(4) as the updating of a fee is not a project for purposes of CEQA; and

BE IT FURTHER RESOLVED, that the City Council hereby sets the WLSP Reimbursement Fee beginning on October 8, 2018 at \$2,612 per acre.

PASSED AND ADOPTED THE 8th day of October 2018 by the following vote:

AYES:

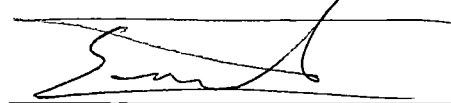
NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ATTEST:

Teresa Vargas, City Clerk

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**CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING**

ITEM: **AUTHORIZE TERRAVERDE TO CONDUCT A COMPETITIVE BID PROCESS FOR PHASE II OF THE CITY OF LATHROP'S SOLAR ENERGY PROJECT**

RECOMMENDATION: **Adopt a Resolution Authorizing TerraVerde Energy, LLC to Conduct a Competitive Bid Process for Phase II Project Installation, Procurement, and Financing for the City of Lathrop's Solar Energy Project GG 12-14 and Approve the Minimum Projected Cost Savings for Phase II**

SUMMARY:

In 2012, City Council authorized the creation of the Solar Energy Project CIP GG 12-14 to fulfill a long-standing City goal to conserve energy and produce future cost savings for the City's general fund and utility rate payers. Phase I of the project has been completed and included the installation of solar equipment at the Water Treatment Facility and at the South Harlan Road Storm Drain Basin.

In order for the City to take the next step in exploring the opportunity to generate cost savings through the implementation of solar energy, TerraVerde must issue a Request for Proposal (RFP) to solicit solar proposals for Phase II. Phase II includes the installation of solar equipment at the Community Center, City Hall, and additional panels at the South Harlan Road Storm Drain Basin. Staff recommends City Council authorize TerraVerde to issue an RFP for Phase II.

In order to solicit the most cost-effective proposals, staff recommends that City Council adopt the following minimum projected electricity cost savings objectives that any proposals received must achieve in order to be awarded a contract with the City:

Year 1 Savings (minimum)	\$29,918
Years 1-5 Cost Avoidance (cumulative minimum)	\$695,563
Years 1-25 Cost Avoidance (cumulative minimum)	\$2,352,545

BACKGROUND:

In 2012, City Council authorized the creation of the Solar Energy Project CIP GG 12-14 to fulfill a long-standing City goal to conserve energy and produce future cost savings for the City's general fund and utility rate payers.

OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING**AUTHORIZE TERRAVERDE TO CONDUCT A COMPETITIVE BID PROCESS FOR PHASE II OF THE CITY OF LATHROP'S SOLAR ENERGY PROJECT**

In February, 2013, City Council hired TerraVerde at no up-front cost to the City, to develop and evaluate optimum locations, size, configurations, costs, and savings for solar arrays at City Facilities. The project feasibility study, included as Attachment B, recommended that the most appropriate financial mechanism for the City was a Power Purchase Agreement (PPA) which allows the City to pay for electricity that is generated by the solar power provider at a fixed price, with an escalator, over a 20 year period. The benefits of a PPA include: no upfront costs, no capital outlay required, no debt, no maintenance and responsibility costs, and an option to "buy-out" the Solar Power Provider after 6 years.

On October 13, 2013, City Council authorized TerraVerde to conduct a competitive bid process for solar project installation, procurement, and financing. Furthermore, City Council amended the TerraVerde contract to pay TerraVerde a development fee only if the City entered into a PPA.

In June 2014, TerraVerde issued a RFP pursuant to Government Code Section 4217.12 for the four previously approved City facilities which included City Hall, the Community Center/Senior Center, the Water Treatment Plant, and the South Harlan Road Storm Drain Basin. Through this process TerraVerde and the City selected Borrego Solar, Inc., parent company to Lathrop Solar 1.

On November 3, 2014, Council approved the contract with Lathrop Solar 1, LLC, to construct the solar project on all four selected sites.

On September 24, 2016, NRG Energy Inc., purchased the solar project, and wired the City \$9,320 per month representing the City's expected monthly cost savings for the solar project.

On October 17, 2016, Council approved the City Manager to execute the Solar Power Purchase Agreement Amendments in order to allow the project to be sold to NRG Energy Inc.

On February 6, 2017, Council approved the Amended and Restated Amendment which clarifies that all power generated by the Phase I facilities will be sold to the City of Lathrop through a single PPA.

Lastly, the City Council directed City staff to work with TerraVerde to develop a plan for generating savings through the installation of solar array facilities and energy storage systems. The new solar array project, potentially paired with a battery storage system, will be conducted through a PPA at the Community Center, City Hall, and the South Harlan Road Storm Drain Basin.

OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING**AUTHORIZE TERRAVERDE TO CONDUCT A COMPETITIVE BID PROCESS FOR PHASE II OF THE CITY OF LATHROP'S SOLAR ENERGY PROJECT****REASON FOR RECOMMENDATION:**

Implementing solar energy methods in the City of Lathrop will help to reduce overall electricity costs and generate measures to produce future savings for the City's General Fund and utility ratepayers.

FISCAL IMPACT:

There is no fiscal impact to the City at this time. However, in the event the City approves TerraVerde to conduct a competitive bid process and, from that process, receives qualified bids that meet the approved minimum bid criteria, and the City then chooses not to go forward with the project, the City will be subject to a service fee of \$20,000.00 to TerraVerde. This fee does not apply if the City is unable to secure financing for the project and elects not to proceed solely for that reason.

ATTACHMENTS:

- A. Resolution Authorizing TerraVerde Energy, LLC to Conduct a Competitive Bid Process for Phase II Project Installation, Procurement, and Financing for the City of Lathrop's Solar Energy Project GG 12-14 and Minimum Projected Cost Savings for Phase II
- B. Feasibility Study

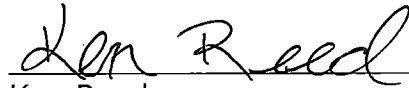
CITY MANAGER'S REPORT

Page 4

OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING

**AUTHORIZE TERRAVERDE TO CONDUCT A COMPETITIVE BID PROCESS FOR
PHASE II OF THE CITY OF LATHROP'S SOLAR ENERGY PROJECT**

APPROVALS:



Ken Reed
Senior Construction Manager

10-3-18

Date



Michael King
Assistant Public Works Director

10-3-18


Date



Cari James
Finance Director

10/3/18

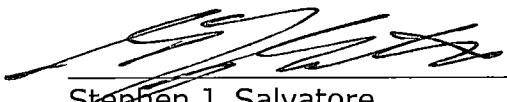
Date



Salvador Navarrete
City Attorney

10-3-18

Date



Stephen J. Salvatore
City Manager

10-2-18

Date

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING TERRAVERDE ENERGY, LLC TO CONDUCT A COMPETITIVE BID PROCESS FOR PHASE II PROJECT INSTALLATION, PROCUREMENT, AND FINANCING FOR THE CITY OF LATHROP'S SOLAR ENERGY PROJECT GG 12-14 AND ADOPT THE MINIMUM PROJECTED COST SAVINGS FOR PHASE II

WHEREAS, in 2012, City Council approved the creation of the Solar Energy Project Capital Improvement Project GG 12-14 to fulfill a long-standing City goal to conserve energy and produce future cost savings for the City of Lathrop's general fund and utility rate payers; and

WHEREAS, in February, 2013, Council hired TerraVerde Renewable Partners, LLC, now TerraVerde Energy, LLC, at no up-front cost to the City of Lathrop to develop and evaluate optimum locations, sizes, configurations, costs, and savings for solar arrays at City facilities; and

WHEREAS, on October 13, 2013, Council authorized TerraVerde Energy, LLC, to conduct a competitive bid process for solar array installation, procurement, and financing. Furthermore, Council amended the initial contract to pay TerraVerde Energy, LLC, a development fee contingent on the City of Lathrop entering into a Power Purchase Agreement; and

WHEREAS, in June 2014, TerraVerde Energy, LLC, issued a Request for Proposals pursuant to Government Code Section 4217.12 for installation, procurement, and financing for the four previously approved City facilities which included City Hall, the Community Center/Senior Center, the Water Treatment Plant, and the South Harlan Road Storm Drain Basin. Through this process TerraVerde and the City selected Borrego Solar, Inc., parent company to Lathrop Solar 1; and

WHEREAS, on November 3, 2014, Council approved the contract with Lathrop Solar 1, LLC, to construct the solar array project on all four selected sites; and

WHEREAS, on September 24, 2016, NRG Energy, Inc., purchased the solar array project, and wired the City \$9,320 per month representing the City's expected monthly cost savings for the solar array project; and

WHEREAS, on October 17, 2016, Council authorized the City Manager to execute the Solar Power Purchase Agreement Amendments in order to allow the project to be sold to NRG Energy, Inc.; and

WHEREAS, on February 6, 2017, Council approved the Amended and Restated Amendment which clarifies that all power generated by Phase I facilities will be sold to the City of Lathrop through a single Power Purchase Agreement; and

WHEREAS, Phase I of the Solar Energy Project has been completed and included the installation of solar equipment at the Water Treatment Facility and at the South Harlan Road Storm Drain Basin; and

WHEREAS, Phase II includes the installation of solar equipment at the Community Center, City Hall, and additional panels at the South Harlan Road Storm Drain Basin; and

WHEREAS, in order for the City to take the next step in exploring the opportunity to generate cost savings through the implementation of solar energy, TerraVerde must issue a Request for Proposal (RFP) process to solicit solar proposals for Phase II; and

WHEREAS, staff recommends City Council authorize TerraVerde to issue an RFP for Phase II; and

WHEREAS, in order to solicit the most cost-effective proposals, staff recommends that City Council approves the following minimum projected electricity cost savings objectives that any proposals received must achieve in order to be awarded a contract with the City:

Year 1 Savings (minimum)	\$29,918
Years 1-5 Cost Avoidance (cumulative minimum)	\$695,563
Years 1-25 Cost Avoidance (cumulative minimum)	\$2,352,545

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop to authorize TerraVerde Energy, LLC to Conduct a Competitive Bid Process for Phase II Project Installation, Procurement, and Financing for the City of Lathrop's Solar Energy Project GG 12-14; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop Approves the Minimum Projected Cost Savings for Phase II as referenced above.

The foregoing resolution was passed and adopted this 8th day of October 2018,
by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

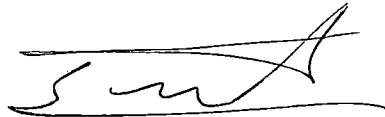
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

TerraVerde ENERGY

City of Lathrop



Pro Forma Feasibility Study

Scenarios Included in this Pro Forma:

#1 - NEM 2.0: Power Purchase Agreement and Battery: Savings to Provider

Summary of Results



Financing Scenario	PPA Start Price	PPA Escalator	Net Operating Benefit Year 1	Net Operating Benefit Years 1-10	Net Operating Benefit Years 1-20	Years to Payback
#1 - NEM 2.0: Power Purchase Agreement and Battery: Savings to Provider	\$ 0.1500	0.00%	\$ 29,918	\$ 695,563	\$ 2,352,545	n/a

Project Portfolio



Meter Name	Service Account ID	Meter Number	Current Rate	Proposed Rate	Program	Customer Usage (kWh)	Max Demand (kW)
#1 - 15557 5Th St	383861373	1004464325	A-10 TOU	A-6	NEM	126,567	50
#2 - 15707 5Th St	383861917	1003858968	A-6	A-6	NEM	55,695	28
#3 - 18800 Christopher Way	423136017	1010260334	A-1	E-19 R	NEM + AES	1,817,743	454
#4 - 390 Towne Centre Dr	9809281411	1009485169	A-10 TOU	A-10	NEM + AES	372,233	162
Portfolio Totals						2,372,238	694

Savings

TerraVerde ENERGY

Meter Name	Service Account ID	Customer Usage (kWh)	Solar Production (kWh)	Solar Sizing	Solar Array Size (kW)	Solar Savings (\$)	Solar Savings (\$/kWh)	Cumulative Demand (kW)	Demand Reduction (kW)	Battery Sizing	Battery Size (kWh)	Battery Savings (\$)	Battery Savings (\$/kW)
#1 - 15557 5Th St	383861373	126,567	103,771	82%	68	\$ 21,680	\$ 0.2089	382	-	-	-	\$ -	\$ -
#2 - 15707 5Th St	383861917	55,695	44,255	79%	29	\$ 11,568	\$ 0.2614	224	-	-	-	\$ -	\$ -
#3 - 18800 Christopher Way	423136017	1,817,743	1,771,085	97%	900	\$ 306,919	\$ 0.1733	3,914	800	20%	250	\$ 5,981	\$ 7.48
#4 - 390 Towne Centre Dr	9809281411	372,233	321,995	87%	211	\$ 43,892	\$ 0.1363	1,266	644	51%	120	\$ 8,976	\$ 13.94
Totals		2,372,238	2,241,106	94%	1,208	\$ 384,060	\$ 0.1714	5,786	1,444	25%	370	\$ 14,957	\$ 10.36

Dashboard

Scenario: #1 - NEM 2.0: Power Purchase Agreement and Battery: Savings to Provider

Technical Assumptions	
Total Solar Project Size	1.21 MW, DC
Annual Solar Yield	1,855 kWh/kW
Year-1 Solar Production	2,241,106 kWh
Annual Solar Degradation Factor	0.50%
Total Storage Project Size	370 kWh
Year-1 Demand Reduction	1,444 kW
Number of PG&E Accounts	4

Avoided Cost & Revenue Sources	
Savings from Solar Production	\$0.1714 /kWh
Savings from Demand Reduction	\$10.36 /kW
Estimated Utility Energy Cost Escalator	3.00%
Average 20-year REC Price	\$0.0039 /kWh

Pricing	
PPA Rate	\$0.1500
PPA Annual Escalator	0.00%
Battery Savings to Provider	65%

Asset Management Services Assumptions	
Asset Management Services, Solar (PPA)	\$0.0100 /kWh
Asset Management Services, Storage	\$400 /battery
Asset Management Services Escalator	3.00%

Total Net Benefit (20 years)	
Gross Project Benefit	\$9,613,959
Operating Expenses	(\$623,690)
Power Purchase Agreement (PPA) Payments	(\$6,413,341)
Payments to 3rd Party Provider	(\$224,384)
Total Net Benefit	\$2,352,545

Cash Flow

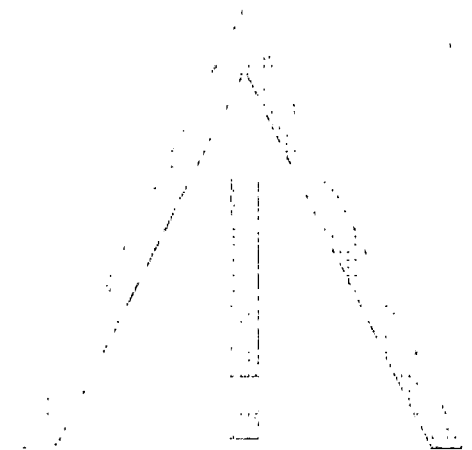


Project: City of Lathrop
Scenario: #1 - NEM 2.0: Power Purchase Agreement and Battery: Savings to Provider

Term	Electricity				Utility Savings			Expenses				Net Savings				Additional Revenue		Cash Position	
	Annual Solar Production (kWh)	Solar Savings per kWh Produced	Annual Demand Reduction (kW)	Storage Savings per kW Reduced	Savings from Solar	Savings from Storage	Subtotal: Annual Gross Benefits	PPA Payments	Battery Payments to Provider	Asset Management Service	Subtotal: Annual Operating Expenses	Net Benefits (Solar)	Net Benefits (Storage)	Net Benefits (Total)	Cumulative Net Benefits	Renewable Energy Certificates (RECs)	Cumulative Cash Position	Term	
2019		\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	0	
2020	2,241,105	\$ 0.1714	1,444	\$ 10.36	\$ 384,060	\$ 14,957	\$ 399,017	\$ (336,166)	\$ (9,722)	\$ (23,211)	\$ (369,099)	\$ 25,483	\$ 4,435	\$ 29,918	\$ 29,918	\$ (1,600)	\$ 28,318	1	
2021	2,229,900	\$ 0.1765	1,444	\$ 10.62	\$ 393,604	\$ 15,329	\$ 408,933	\$ (334,485)	\$ (9,964)	\$ (23,907)	\$ (368,356)	\$ 36,035	\$ 4,541	\$ 40,577	\$ 70,495	\$ 7,883	\$ 76,777	2	
2022	2,218,751	\$ 0.1818	1,444	\$ 10.88	\$ 403,385	\$ 15,710	\$ 419,095	\$ (332,813)	\$ (10,211)	\$ (24,625)	\$ (367,649)	\$ 46,796	\$ 4,650	\$ 51,446	\$ 121,941	\$ 7,922	\$ 136,145	3	
2023	2,207,657	\$ 0.1873	1,444	\$ 11.15	\$ 413,409	\$ 16,100	\$ 429,509	\$ (331,149)	\$ (10,465)	\$ (25,363)	\$ (366,977)	\$ 57,771	\$ 4,761	\$ 62,532	\$ 184,473	\$ 7,961	\$ 206,638	4	
2024	2,196,619	\$ 0.1929	1,444	\$ 11.43	\$ 423,682	\$ 16,500	\$ 440,182	\$ (329,493)	\$ (10,725)	\$ (26,124)	\$ (366,342)	\$ 68,966	\$ 4,875	\$ 73,840	\$ 258,313	\$ 8,000	\$ 288,479	5	
2025	2,185,636	\$ 0.1987	1,444	\$ 11.71	\$ 434,211	\$ 16,910	\$ 451,121	\$ (327,845)	\$ (10,992)	\$ (26,908)	\$ (365,745)	\$ 80,385	\$ 4,991	\$ 85,376	\$ 343,689	\$ 6,440	\$ 380,295	6	
2026	2,174,708	\$ 0.2046	1,444	\$ 12.00	\$ 445,001	\$ 17,330	\$ 462,331	\$ (326,206)	\$ (11,265)	\$ (27,715)	\$ (365,186)	\$ 92,035	\$ 5,110	\$ 97,145	\$ 440,834	\$ 7,080	\$ 485,520	7	
2027	2,163,834	\$ 0.1947	1,444	\$ 10.64	\$ 421,211	\$ 15,362	\$ 436,573	\$ (324,575)	\$ (9,985)	\$ (28,547)	\$ (363,107)	\$ 69,073	\$ 4,393	\$ 73,466	\$ 514,300	\$ 8,120	\$ 567,105	8	
2028	2,153,015	\$ 0.2005	1,444	\$ 10.90	\$ 431,678	\$ 15,744	\$ 447,422	\$ (322,952)	\$ (10,233)	\$ (29,403)	\$ (362,589)	\$ 80,336	\$ 4,497	\$ 84,833	\$ 599,133	\$ 8,160	\$ 660,098	9	
2029	2,142,250	\$ 0.2055	1,444	\$ 11.18	\$ 442,405	\$ 16,135	\$ 458,540	\$ (321,337)	\$ (10,488)	\$ (30,285)	\$ (362,110)	\$ 91,826	\$ 4,603	\$ 96,430	\$ 695,563	\$ 8,200	\$ 764,728	10	
2030	2,131,539	\$ 0.2127	1,444	\$ 11.45	\$ 453,399	\$ 16,536	\$ 469,935	\$ (319,731)	\$ (10,748)	\$ (31,194)	\$ (361,673)	\$ 103,550	\$ 4,712	\$ 108,262	\$ 803,825	\$ 8,641	\$ 879,631	11	
2031	2,120,881	\$ 0.2191	1,444	\$ 11.74	\$ 464,666	\$ 16,947	\$ 481,613	\$ (318,132)	\$ (11,015)	\$ (32,130)	\$ (361,277)	\$ 115,512	\$ 4,824	\$ 120,336	\$ 924,161	\$ 8,282	\$ 1,008,249	12	
2032	2,110,277	\$ 0.2257	1,444	\$ 12.03	\$ 476,213	\$ 17,368	\$ 493,581	\$ (316,541)	\$ (11,289)	\$ (33,093)	\$ (360,924)	\$ 127,719	\$ 4,938	\$ 132,657	\$ 1,056,817	\$ 8,323	\$ 1,149,228	13	
2033	2,099,725	\$ 0.2324	1,444	\$ 12.33	\$ 488,047	\$ 17,799	\$ 505,846	\$ (314,959)	\$ (11,570)	\$ (34,086)	\$ (360,615)	\$ 140,177	\$ 5,055	\$ 145,232	\$ 1,202,049	\$ 8,364	\$ 1,302,824	14	
2034	2,089,227	\$ 0.2394	1,444	\$ 12.63	\$ 500,175	\$ 18,242	\$ 518,416	\$ (313,384)	\$ (11,857)	\$ (35,109)	\$ (360,350)	\$ 152,892	\$ 5,175	\$ 158,067	\$ 1,360,116	\$ 8,405	\$ 1,460,295	15	
2035	2,078,780	\$ 0.2466	1,444	\$ 12.95	\$ 512,604	\$ 18,695	\$ 531,299	\$ (311,817)	\$ (12,152)	\$ (36,162)	\$ (360,131)	\$ 165,871	\$ 5,297	\$ 171,168	\$ 1,531,284	\$ 8,647	\$ 1,647,311	16	
2036	2,068,386	\$ 0.2540	1,444	\$ 13.27	\$ 525,342	\$ 19,160	\$ 544,502	\$ (310,258)	\$ (12,454)	\$ (37,247)	\$ (359,959)	\$ 179,121	\$ 5,422	\$ 184,543	\$ 1,715,827	\$ 8,489	\$ 1,840,343	17	
2037	2,058,045	\$ 0.2616	1,444	\$ 13.60	\$ 538,397	\$ 19,636	\$ 558,033	\$ (308,707)	\$ (12,763)	\$ (38,364)	\$ (359,834)	\$ 192,648	\$ 5,550	\$ 198,199	\$ 1,914,026	\$ 8,531	\$ 2,047,072	18	
2038	2,047,754	\$ 0.2695	1,444	\$ 13.94	\$ 551,776	\$ 20,124	\$ 571,900	\$ (307,163)	\$ (13,080)	\$ (39,515)	\$ (359,759)	\$ 206,460	\$ 5,681	\$ 212,141	\$ 2,126,167	\$ 8,573	\$ 2,267,786	19	
2039	2,037,516	\$ 0.2775	1,444	\$ 14.28	\$ 565,488	\$ 20,624	\$ 586,112	\$ (305,627)	\$ (13,405)	\$ (40,701)	\$ (359,733)	\$ 220,563	\$ 5,815	\$ 226,378	\$ 2,352,545	\$ 8,615	\$ 2,502,779	20	
	42,755,605		28,875		\$ 9,268,754	\$ 345,205	\$ 9,613,959	\$ (6,413,341)	\$ (224,384)	\$ (623,690)	\$ (7,261,414)	\$ 2,253,219	\$ 99,326	\$ 2,352,545	\$ 2,352,545	\$ 150,234	\$ 2,502,779		

Disclaimers and Assumptions

- 1) Projections of future savings are calculated based on patterns of previous electricity usage with billing data from July 2018, and assume that historical usage patterns hold at the same level over the life of the project.
- 2) Projections based on stated assumptions. Final solar project size and costs will be based on site audit results.
- 3) PG&E is in the process of developing new definitions for time of use periods and the associated rate schedules in their 2017 general rate case. The estimated impact to savings from this transition is reflected in this pro forma and uses rate schedule estimates proposed in the pending PG&E general rate case proceedings for grandfathered and post-grandfathering rate schedules (estimates are based on the PG&E settlement case). Proposed TOU rate schedules will be validated when the PG&E rate case is finalized which is anticipated in late 2018.
- 4) Projections are subject to tariff eligibility over the life of the installation. This analysis uses PG&E rates published June 2018.
- 5) This analysis assumes the electrical service will not require significant upgrades. Possible interconnection upgrade costs may be incurred as a result of the solar interconnection. Final determination on upgrade costs will be based on the final Supplemental Review reported by PG&E once available.
- 6) Projections are based on interconnection of all sites under NEM 2.0 tariff. Remaining capacity under NEM 2.0 is subject to availability.
- 7) Net Operating Benefit does not include repayment of any client capital that may be invested.
- 8) Some meters included in this portfolio are recommended to switch to a lower-tiered tariff than currently assigned by PG&E. This rate switch needs to be confirmed with the utility.
- 9) This analysis assumes PG&E SGIP step 2, and a value of \$0.40/Wh
- 10) Only 8 months of electricity usage data is available for the Christopher Way meter. The remaining 4 months were estimated by averaging values from the 8 months provided.
- 11) There is potential for NEM-A at the 5th Street location, that needs to be further evaluated.



**CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING**

ITEM: **CREATE CIP PK 19-02 FOR PARK IMPROVEMENTS FOR SANGALANG, MOSSDALE, AND VALVERDE PARKS**

RECOMMENDATION: **Council to Discuss and Consider the Adoption of a Resolution Approving the Creation of CIP PK 19-02 for the Installation of Outdoor Fitness Equipment at Sangalang Park, Mossdale Park, and Valverde Park, and Authorizing Related Budget Amendments**

SUMMARY:

Council is asked to consider the creation of Capital Improvement Project (CIP) PK 19-02, as well as the approval of a budget amendment to allocate funding for the installation of outdoor fitness equipment at Sangalang, Mossdale, and Valverde Parks.

The funding for the placement of this equipment could be provided by Measure C funds.

BACKGROUND:

In early 2018 the City of Lathrop opened Basin Park as part of the Lathrop Road widening project. One of the most popular features of this new location has been the outdoor fitness equipment. Due to the popularity of this equipment staff has prepared a proposal for the installation of similar equipment at Mossdale, Sangalang, and Valverde Parks the largest and most used Parks within the City. The equipment placed at the Basin Park site includes:

- Leg Press Machine
- Upper Body Station
- Accessible Chest Press
- Lat Pull / Verticle Press
- Cross Country Ski
- Lower Body Station
- Static Combo

An estimate of the costs for the purchase at each location are listed below:

Purchase of Equipment	\$40,000
Installation	<u>\$20,000</u>
<i>Sub Total</i>	<i>\$60,000</i>
10 % project contingency	<u>\$ 6,000</u>
Total per location	\$66,000

CITY MANAGER’S REPORT

OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING

PARK IMPROVEMENTS FOR SANGALANG PARK, MOSSDALE PARK, AND VALVERDE PARK

PAGE 2

The total purchase, design and installation of the outdoor fitness equipment at Mossdale, Sangalang, and Valverde Parks would be approximately \$198,000.

With the availability of additional funds within Measure C for one time purchases, staff prepared this proposal for review and consideration.

REASON FOR RECOMMENDATION:

Staff is requesting City Council consider a budget amendment of \$198,000 from the General Fund (1010-99-00-990-90-10), to be reimbursed by Measure C when approved by the Measure C oversight committee, for the creation of CIP PK 19-02 for the installation outdoor fitness equipment at Mossdale, Sangalang and Valverde Parks.

COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:

- Promoting Community Values by maintaining and improving a community resources throughout the City.

FISCAL IMPACT:

The creation of CIP PK 19-02 for the placement of Outdoor Fitness Equipment at Mossdale, Sangalang, and Valverde parks and budget amendment of \$198,000 from Measure C funds for the purchase and installation of outdoor fitness equipment at Sangalang, Mossdale, and Valverde Parks to be reimbursed by Measure C when approved by the Measure C oversight committee.

Budget Amendment

Increase Transfer Out		
1010-99-00-990-90-10	(General Fund)	\$198,000

Allocation of funds to CIP PK 19-02

Increase Transfer In		
3010-99-00-393-00-00	PK 19-02	\$198,000

Increase Expenditure		
3010-80-00-420-12-00-00	PK 19-02	\$198,000

ATTACHMENTS:

- Resolution Approving the Creation of CIP PK 19-02 and Authorizing Related Budget Amendments.

CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING
PARK IMPROVEMENTS FOR SANGALANG PARK, MOSSDALE PARK, AND
VALVERDE PARK

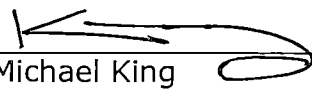
PAGE 4

APPROVALS:



Ken Reed
Senior Construction Manager

9-5-2018
Date



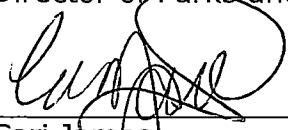
Michael King
Assistant Director of Public Works

9-19-18
Date



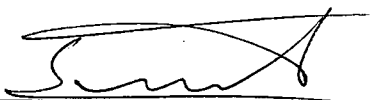
Zachary Jones
Director of Parks and Recreation

9/5/2018
Date



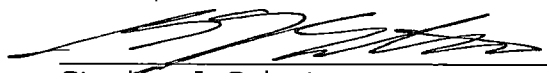
Cari James
Director of Finance

9/20/18
Date



Salvador Navarrete
City Attorney

9-11-18
Date



Stephen J. Salvatore
City Manager

10-2-18
Date

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE CREATION OF CAPITAL IMPROVEMENT PROJECT PK 19-02 FOR THE PURCHASE AND INSTALLATION OF OUTDOOR FITNESS EQUIPMENT AT MOSSDALE, SANGALANG, AND VALVERDE PARKS AND RELATED BUDGET AMENDMENTS

WHEREAS, City Council considered the creation of Capital Improvement Project (CIP) PK 19-02 Installation of Outdoor Fitness Equipment at Mossdale, Sangalang and Valverde Parks; and

WHEREAS, City Council also considered a budget amendment of \$198,000 from the Measure C fund for the installation of Outdoor Fitness Equipment at these locations; and

WHEREAS, staff is requesting City Council authorize the budget amendment for the Installation of outdoor fitness equipment at Mossdale, Sangalang and Valverde Parks transferring \$198,000 from the General Fund Reserves to CIP PK 19-02 as follows:

Increase Transfer Out		
1010-99-00-990-90-10		\$198,000
Increase Transfer In		
3010-99-00-393-00-00		\$198,000
Increase Expenditure		
3010-80-00-420-12-00-00	PK 19-02	\$198,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop approves the creation of the Installation of Outdoor Fitness Equipment at Mossdale, Sangalang, and Valverde Parks, CIP PK 19-02; and

The foregoing resolution was passed and adopted this 8TH day of October 2018, by the following vote of:

AYES:

NOES:

ABSTAIN:


ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

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**CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING**

ITEM: **CREATE CIP PK 19-03 FOR MOSSDALE SOUTH NEIGHBORHOOD PARK.**

RECOMMENDATION: **Council to Discuss and Consider the Adoption of a Resolution Approving the Creation of CIP PK 19-03 for Mosssdale South Neighborhood Park, and Authorizing Related Budget Amendment**

SUMMARY:

Council is asked to consider the creation of Capital Improvement Project (CIP) PK 19-03 for the development of Mosssdale South Neighborhood Park. Based on a review of recent construction costs construction of this location is estimated between \$500,000 - \$700,000. Staff is requesting the approval of a budget amendment of \$20,000 for the creation of design options for this location. Completed design options will allow staff to bid the project, develop construction contracts, and return to Council to discuss the options and the approval of the contracts for the construction of Mosssdale South Neighborhood Park.

If approved, this proposed improvement project could be funded from existing funds within the Culture and Leisure Capital Facility Fee Fund (2260).

BACKGROUND:

The West Lathrop Specific Plan established a network of parks dispersed throughout the entire Mosssdale Village area. The Mosssdale Landing East Urban Design Concept, which was originally adopted in February 2004, identified two neighborhood parks to the north of the project, Mosssdale Commons and The Green, the 20 acre Mosssdale Landing Community Park on the corner of Towne Centre and Golden Spike Trail, the River Park South improvements that include the dog parks, as well as an approximately 4-acre site on the corner of Inland Passage and Golden Spike Trail. This site is currently undeveloped and includes storm water pump station M-6.

In accordance with the Mosssdale Landing East Design Concept, this neighborhood park should be designed for mostly passive uses and was intended to include a covered picnic area with barbecue, landscaped walking paths, open turf area with trees, a play structure for both toddlers and larger children, with an option for half-court basketball. Based on a review of the construction costs associated with recent park construction and improvement projects staff estimates the design and construction costs, including a 10% contingency, to be between \$500,000 - \$700,000. This expense would be covered by Culture and Leisure CFF funds.

The on-going maintenance expenses associated with the construction of Mosssdale South Neighborhood park will be approximately \$ 12,000 annually. This expense would be subsidized by General Fund reserves.

CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING
CREATE CIP PK 19-03 MOSSDALE SOUTH NEIGHBORHOOD PARK AND BUDGET AMENDMENT

PAGE 2

Staff requests Council review and provide direction on the creation of CIP 19-03. Approval of a budget amendment of \$20,000 for the creation of design options for this location. Completed design options will allow staff to bid the project, develop construction contracts, and return to Council to discuss the options and the approval of the contracts for construction of Mossdale South Neighborhood Park.

COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:

- Promoting Community Values by creating a park and providing landscaping and fitness alternatives that are aesthetically pleasing and enjoyable for our community

FISCAL IMPACT:

Staff requests City Council authorize a budget transfer of \$20,000 from the Culture and Leisure CFF 2260 to the General CIP Fund 3010 to create CIP PK 19-03 for the development of design concepts for the construction of Mossdale South Neighborhood Park. Staff requests the following budget amendment:

Transfer Out (Culture & Leisure CFF Funds)			
2260-99-00-990-90-10			\$20,000
Transfer In (General CIP)			
3010-99-00-393-00-00			\$20,000
Increase Expenditure			
3010-80-00-420-12-00-00	PK 19-03		\$20,000


ATTACHMENTS:

- A. Resolution Approving the Creation of CIP PK 19-03 Mossdale South Neighborhood Park and Related Budget Amendment.
- B. Mossdale South Neighborhood Park Location Map

CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL MEETING
CREATE CIP PK 19-03 _ MOSSDALE SOUTH NEIGHBORHOOD PARK AND
BUDGET AMENDMENT

PAGE 3

APPROVALS:



Ken Reed
Senior Construction Manager

9-5-2018

Date



Zachary Jones
Parks and Recreation Director

9/5/2018

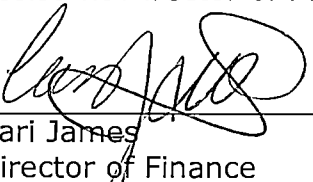
Date



Michael King
Assistant Director of Public Works

10-2-18


Date



Cari James
Director of Finance

10/1/18

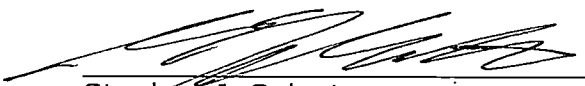
Date



Salvador Navarrete
City Attorney

9-27-18

Date



Stephen J. Salvatore
City Manager

10-2-18

Date

RESOLUTION NO. 18-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE CREATION OF CAPITAL IMPROVEMENT PROJECT PK 19-03
FOR THE DESIGN AND CONSTRUCTION OF MOSSDALE SOUTH
NEIGHBORHOOD PARK AND RELATED
BUDGET AMENDMENTS**

WHEREAS, City Council considered the creation of Capital Improvement Project (CIP) PK 19-03 Mossdale South Neighborhood Park; and

WHEREAS, City Council also considered a budget amendment of \$20,000 from the Culture and Leisure CFF for development of design concepts for the construction of Mossdale South Neighborhood Park;

WHEREAS, staff is requesting City Council authorize the budget amendment for the Mossdale South Neighborhood Park transferring \$20,000 from the General Fund Reserves to CIP PK 19-03 as follows:

Increase Transfer Out		
1010-99-00-990-90-10		\$20,000
Increase Transfer In		
3010-99-00-393-00-00		\$20,000
Increase Expenditure		
3010-80-00-420-12-00-00	PK 19-03	\$20,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop approves the creation of Mossdale South Neighborhood Park, CIP PK 19-03; and

The foregoing resolution was passed and adopted this 8th day of October 2018, by the following vote of:

AYES:

NOES:

ABSTAIN:

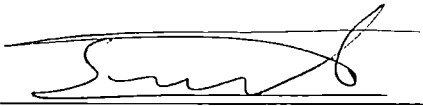
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

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**CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING**

ITEM: **CREATE CIP PK 19-04 FOR CITY-WIDE PARK IMPROVEMENTS**

RECOMMENDATION: **Council to Discuss and Consider the Adoption of a Resolution Approving the Creation of CIP PK 19-04 for the Installation of Additional Amenities at Various City Parks, and Authorizing Related Budget Amendments**

SUMMARY:

Council is asked to consider the creation of Capital Improvement Project (CIP) PK 19-04, as well as the approval of a budget amendment to allocate funding for the installation of the following:

- 2 Large concrete barbecues at shelters at Mossdale and Valverde Parks
- 4 Trash receptacles and one pet waste station at Mossdale Park
- 2 Park benches, picnic table, and waste receptacle at Park West
- 3 Trash receptacles and one pet waste station at Basin Park
- 1 Trash receptacle at shelter at Sangalang Park
- 1 replacement of water fountain with pet fountain at Sangalang Park

The funding for these proposed improvements could be provided by Measure C funds.

BACKGROUND:

With the availability of additional funds within Measure C for one time purchases, staff prepared this proposal for the installation various park amenities to address needs throughout our park system. The items requested are listed below for review and consideration.

Concrete Barbecues

Mossdale Community Park includes three small barbecues that serve the picnic sites at this location. None of the current barbecues are adjacent to the rentable shelter at this location. This additional barbecue would be placed adjacent to the rentable shelter for the renters of that facility.

Valverde Park includes three large picnic sites that are available for rental. Over the past two years we have replaced the barbecues at two of these locations. This barbecue would be placed by the third, Site 2, adjacent to the playground to replace a smaller barbecue that was recently removed.

Park Benches, Table, Trash receptacles and Pet Waste Stations

Mossdale Community Park

Install one additional trash receptacle adjacent to the new picnic shelter, install three additional trash receptacles along the walkway along the levee edge of the park, and install one pet waste station on the path as it approaches the levee.

Basin Park

Install two trash receptacles adjacent to the existing benches along the southern side of the park as well as a pet waste station at the middle south walkway.

Sangalang Park

Install one additional trash receptacle adjacent to the new picnic shelter.

Park West

At Park West, install two benches along the walkway along Sheltered Cove Way the western edge of the park and one picnic table and waste receptacle on the interior pathway adjacent to this location.

Pet Friendly Water Fountain at Sangalang

We are looking to replace one existing water fountain by the playground at Sangalang park with a water fountain that includes a pet watering station.

An estimate of the costs associated with the purchase and installation of these items is listed below:

Mossdale Concrete Barbecue	\$3,300
Mossdale Trash receptacles (4)	\$6,000
Mossdale Pet Waste Station	\$300
Basin Trash receptacles (2)	\$3,000
Basin Pet Waste Station	\$300
Park West Picnic Table	\$3,200
Park West Park Benches (2)	\$3,300
Park West Trash receptacle	\$1,500
Sangalang Park Trash receptacle	\$1,500
Sangalang Park Water Fountain w/Pet	\$3,870
Valverde Concrete Barbecue	\$3,300
Sub Total	\$29,570
10% Contingency	\$2,960
Total Estimated Expenses	\$32,530

If approved by Council, funding for these one time expenditures could initially be paid from the General Fund and reimbursed by Measure C once approved by the Measure C oversight committee.

REASON FOR RECOMMENDATION:

Staff is requesting City Council consider a budget amendment of \$32,530 from the General Fund (1010-99-00-990-90-10), to be reimbursed by Measure C when approved by the Measure C oversight committee, for the creation of CIP PK 19-04 for the installation of the various park amenities as listed in this report.

COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:

- Promoting Community Values by maintaining and improving community resources throughout the City.

FISCAL IMPACT:

Staff is requesting that the City Council consider a budget amendment for a total of \$32,530 to create CIP PK 19-04 for the installation of additional park amenities discussed in this report.

Budget Amendment

Increase Transfer Out	
1010-99-00-990-90-10	\$32,520

Allocation of funds to CIP PK 19-04

Increase Transfer In		
3010-99-00-393-00-00	PK 19-04	\$32,530

Increase Expenditure		
3010-80-00-420-12-00-00	PK 19-04	\$32,530


ATTACHMENTS:

- A. Resolution Approving the Creation of CIP PK 19-04 and Authorizing Related Budget Amendments.

**CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING
PARK IMPROVEMENTS**

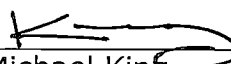
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APPROVALS:



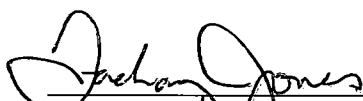
Ken Reed
Senior Construction Manager

9-5-2018
Date



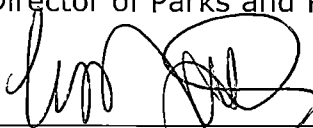
Michael King
Assistant Director of Public Works

9-19-18
Date



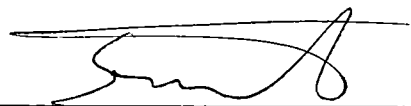
Zachary Jones
Director of Parks and Recreation

9-5-2018
Date




Cari James
Director of Finance

9/20/18
Date



Salvador Navarrete
City Attorney

9-11-18
Date



Stephen J. Salvatore
City Manager

10-2-18
Date

RESOLUTION NO. 18.-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE CREATION OF CAPITAL IMPROVEMENT PROJECT PK 19-04 FOR THE INSTALLATION OF ADDITIONAL PARK AMENITIES AT VARIOUS CITY PARKS, AND RELATED BUDGET AMENDMENT

WHEREAS, City Council considered creation Capital Improvement Project (CIP) PK 19-04 installation of additional amenities at various city parks; and

WHEREAS, City Council also considered a budget allocation of \$32,530 from the General Fund for these one-time expenses for the installation of concrete barbecues at Mosssdale and Valverde Parks, additional trash receptacles and pet waste stations at Mosssdale, Sangalang and Basin Parks, and two benches a table and trash receptacles at Park West, and the replacement of an existing water fountain at Sangalang Park with a fountain that includes a pet fountain;

WHEREAS, staff is requesting City Council authorize the budget amendment for the installation of additional park amenities in the local parks transferring \$32,530 from the General Fund Reserves to CIP PK 19-04 as follows:

In crease Transfer Out		
1010-99-00-990-90-10		\$32,530
Increase Transfer In		
3010-99-00-393-00-00		\$32,530
Increase Expenditure		
3010-80-00-420-12-00-00	PK 19-04	\$32,530

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop approves the creation of the Installation of Additional Amenities, CIP PK 19-04; and

The foregoing resolution was passed and adopted this 8th day of October 2018, by the following vote of:

AYES:

NOES:

ABSTAIN:

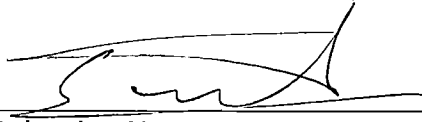
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING****ITEM CITY OF LATHROP CODE OF ETHICS APPLICABLE TO
CITY OFFICIALS**

RECOMMENDATION: Adopt a Resolution Approving An Ethics Policy Applicable To Elected And Appointed Officials, City Manager, City Attorney And Department Heads

BACKGROUND:

The 2017-2018 Grand Jury Final Report recommended that the Lathrop City Council develop and adopt an ethics policy that governs the behavior of its elected and appointed officials and senior staff. Council instructed the City Attorney to draft an Ethics Policy for Council consideration. The proposed resolution is attached hereto as Attachment A.

Grand Jury Finding 4.1: "The City of Lathrop does not have an ethics policy for its elected and appointed officials and senior staff such as the City Manager, City Attorney, City Clerk and their subordinate employees not represented by a bargaining unit. Failure to have an ethics policy could lead to poor judgement, public misconception and lack of trust."

Grand Jury Recommendation 4.1: "By October 31, 2018, the Lathrop City Council develop and adopt an ethics policy that governs the behavior of its elected and appointed officials and senior staff."

PROPOSED CITY OF LATHROP CODE OF ETHICS:**APPLICABLE TO ELECTED AND APPOINTED OFFICIALS, CITY MANAGER,
CITY ATTORNEY, AND DEPARTMENT HEADS NOT REPRESENTED BY A
BARGAINING UNIT****PREAMBLE**

The City of Lathrop has adopted this Code of Ethics to promote and maintain the highest standards of personal professional conduct in the City's government. All elected and appointed officials, as well as city manager, city attorney, and department heads not represented by a bargaining unit, hereinafter referenced as "City Officials", are required to subscribe to this Code, understand how it applies to their specific responsibilities, and practice its eleven core values in their work. Because we seek public confidence in the City's services and public trust of its decision-makers, our decisions and our work must meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this Code.

CITY OFFICIALS OF THE CITY OF LATHROP SHALL:

1. Be trustworthy, acting with integrity.
2. Make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the City, especially its financial stability.
3. Accomplish the goals and responsibilities of one's individual position, while respecting the role as a member of a team.
4. Use the City's powers and resources for the benefit of the public.
5. Review ethics training materials, as required by California Government Code §53235 et. seq., within 30 days of taking office and at least every two years thereafter.
6. Review sexual harassment training material, as required by California Government Code §12950.1 and §53237 et. seq., within 30 days of taking office and at least every two years thereafter.
7. Not solicit city employees for personal funds for political campaigns.
8. Adhere to the standards set forth in the City of Lathrop Conflict of Interest Code as mandated by Government Code 81000 et. seq., which is brought forth by the City Clerk biennially for review and approval.
9. Comply with all State and Federal laws regulating Lathrop City Officials.
10. Not disclose confidential information acquired during a closed session to a person not entitled to receive such information, unless a majority of the Council has authorized its disclosure or information is appropriately disclosed for the purpose(s) of making a confidential inquiry or complaint to the district attorney or grand jury concerning a perceived violation of law, including disclosing facts necessary to establish the illegality or potential illegality of a Council action that has been the subject of deliberation during a closed session.
11. Recognize that statements made may be perceived as reflecting the views and positions of the City. City Officials have a responsibility to identify personal viewpoints as such and not as the viewpoint of the City.

RECOMMENDATION:

Staff recommends City Council consider adopting the proposed resolution and Code of Ethics.

CITY MANAGER'S REPORT
OCTOBER 8, 2018 CITY COUNCIL REGULAR MEETING
CITY OF LATHROP CODE OF ETHICS APPLICABLE TO CITY OFFICIALS

PAGE 3

COUNCIL GOAL(S) ADVANCED BY THIS AGENDA ITEM:

This adoption of a Code of Ethics intends to further the goal of Community Values.

FISCAL IMPACT:

None.

ATTACHMENTS:

- A. A resolution of the City Council of the City of Lathrop adopting an ethics policy applicable to elected and appointed officials, City Manager, City Attorney, and Department Heads not represented by a bargaining unit.

APPROVALS:



Salvador Navarrete
City Attorney

10-1-18

Date



Stephen J. Salvatore
City Manager

10-2-18

Date

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
ADOPTING AN ETHICS POLICY APPLICABLE TO ELECTED AND APPOINTED
OFFICIALS, CITY MANAGER, CITY ATTORNEY AND DEPARTMENT HEADS
NOT REPRESENTED BY A BARGAINING UNIT**

WHEREAS, the 2017-2018 Grand Jury Final Report recommended that the Lathrop City Council develop and adopt an ethics policy that governs the behavior of its elected and appointed officials and senior staff not represented by a bargaining unit"; and

WHEREAS, Council instructed the City Attorney to draft an ethics policy for Council consideration at its October 8, 2018 City Council Meeting; and

NOW, THEREFORE, BE IT RESOLVED, that this City of Lathrop Code of Ethics, attached hereto as "Exhibit A", is hereby adopted by the City Council of the City of Lathrop to be effective immediately; and

FURTHER RESOLVED that this resolution shall only apply to the City of Lathrop elected and appointed officials, City Manager, City Attorney, and Department Heads not represented by a bargaining unit.

PASSED AND ADOPTED this 8th day of October, 2018, by the following vote:

AYES:

NOES:

ABSENT:


ABSTAIN:

SONNY DHALIWAL, MAYOR

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

**CITY OF LATHROP CODE OF ETHICS
APPLICABLE TO ELECTED AND APPOINTED OFFICIALS, CITY MANAGER,
CITY ATTORNEY, AND DEPARTMENT HEADS NOT REPRESENTED BY A
BARGAINING UNIT**

PREAMBLE

The City of Lathrop has adopted this Code of Ethics to promote and maintain the highest standards of personal professional conduct in the City's government. All elected and appointed officials, as well as city manager, city attorney, and department heads not represented by a bargaining unit, hereinafter referenced as "City Officials", are required to subscribe to this Code, understand how it applies to their specific responsibilities, and practice its eleven core values in their work. Because we seek public confidence in the City's services and public trust of its decision-makers, our decisions and our work must meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this Code.

CITY OFFICIALS OF THE CITY OF LATHROP SHALL:

1. Be trustworthy, acting with integrity.
2. Make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the City, especially its financial stability.
3. Accomplish the goals and responsibilities of one's individual position, while respecting the role as a member of a team.
4. Use the City's powers and resources for the benefit of the public rather than any personal benefit.
5. Review ethics training materials, as required by California Government Code §53235 et. seq., within 30 days of taking office and at least every two years thereafter.
6. Review sexual harassment training material, as required by California Government Code §12950.1 and §53237 et. seq., within 30 days of taking office and at least every two years thereafter.
7. Not solicit city employees for personal funds for political campaigns.
8. Adhere to the standards set forth in the City of Lathrop Conflict of Interest Code as mandated by Government Code 81000 et. seq., which is brought forth by the City Clerk biennially for review and approval.
9. Comply with all State and Federal laws regulating Lathrop City Officials.

10. Not disclose confidential information acquired during a closed session to a person not entitled to receive such information, unless a majority of the Council has authorized its disclosure or information is appropriately disclosed for the purpose(s) of making a confidential inquiry or complaint to the district attorney or grand jury concerning a perceived violation of law, including disclosing facts necessary to establish the illegality or potential illegality of a Council action that has been the subject of deliberation during a closed session.
11. Recognize that statements made may be perceived as reflecting the views and positions of the City. City Officials have a responsibility to identify personal viewpoints as such and not as the viewpoint of the City.