

## March 12, 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](http://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  
Rebecca Schmidt, 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.



**MARCH 12, 2018 – City Council Regular Meeting Agenda – 7:00 p.m.**



Printed on Recycled Paper

See Reverse

## 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](mailto:citycouncil@ci.lathrop.ca.us)**

**This City Council Agenda may be accessed by computer at the following Worldwide Web Address: [www.ci.lathrop.ca.us](http://www.ci.lathrop.ca.us) LIVE STREAMING - Now available, please visit the City Council Page or use the URL [www.ci.lathrop.ca.us/council/](http://www.ci.lathrop.ca.us/council/)**

## 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, MARCH 12, 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 6:30 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)

- 2 Potential Case(s)

1.2.2 CONFERENCE WITH LEGAL COUNSEL: Existing Litigation Pursuant  
to Government Code Section 54956.9(a) J & J Farm Services vs.  
City of Lathrop, San Joaquin County Superior Court, Case No.:

- STK-CV-UOCT-2015 00007071

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 CERTIFICATE OF RECOGNITION TO THE LATHROP HIGH SCHOOL GIRLS  
VARSITY BASKETBALL TEAM

2.2 PRESENTATION - GENERAL PLAN UPDATE AND KICKOFF SESSION

- Receive Information Related to the General Plan Update, Including  
a Summary of the Process and the Public Outreach Opportunities

**2.3 PRESENTATION – DRAFT 2018 REGIONAL TRANSPORTATION PLAN AND SUSTAINABLE COMMUNITIES STRATEGY**

- Receive Information from the San Joaquin Council of Governments Related to the Release of the Draft 2018 Regional Transportation Plan and Sustainable Communities Strategy

**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 Minutes for the Regular Council Meeting of February 12, 2018

**4.3 SECOND READING AND ADOPTION OF ORDINANCE 18-388 ADDING CHAPTER 3.25 ENTITLED “SOUTH LATHROP SPECIFIC PLAN CAPITAL FACILITY FEES” TO TITLE 3, “REVENUE AND FINANCE” OF THE LATHROP MUNICIPAL CODE**

Second Reading and Adoption of Ordinance 18-388 Adding Chapter 3.25 Entitled “South Lathrop Specific Plan Capital Facility Fees” To Title 3, “Revenue and Finance” of the Lathrop Municipal Code



- 4.4 SECOND READING AND ADOPTION OF ORDINANCE 18-389 AMENDING TITLE 10 "VEHICLES AND TRAFFIC", CHAPTER 10.24 "PARKING", SECTION 10.24.030 "PUBLIC WORKS DIRECTOR TO PLACE SIGN INDICATING NO PARKING AREAS" OF THE LATHROP MUNICIPAL CODE TO ADD A NO PARKING AREA ON LATHROP ROAD  
Second Reading and Adoption of Ordinance 18-389 Amending 10 "Vehicles and Traffic", Chapter 10.24 "Parking", Section 10.24.030 "Public Works Director to Place Sign Indicating No Parking Areas" of the Lathrop Municipal Code to Add a No Parking Area on Lathrop Road Beginning at the Westerly Right-of-Way of Interstate 5 and Proceeding Approximately 8,300' East on Both Sides of Lathrop Road to the Eastern City Limits
- 4.5 DECLARE CERTAIN VEHICLES AND EQUIPMENT SURPLUS PROPERTY AND AUTHORIZE THEIR DISPOSAL  
Adopt a Resolution Declaring Certain Vehicles and Equipment Surplus Property and Authorizing Their Disposal
- 4.6 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 34 LOTS IN TRACT 3830 VILLAGE "H" WITHIN EAST VILLAGE OF RIVER ISLANDS  
Adopt Resolution Approving Final Map for Tract 3830 Village "H" within East Village, Totaling 34 Single Family Lots and a Subdivision Improvement Agreement with River Islands Development, LLC
- 4.7 APPROVE AGREEMENT WITH WOODARD & CURRAN FOR RECYCLED WATER PROGRAM ADMINISTRATION AND MANAGEMENT, CIP RW 16-06 AND RELATED BUDGET AMENDMENT  
Adopt a Resolution Approving an Agreement with Woodard & Curran for the Recycled Water Program Administration and Management, CIP RW 16-06 and Related Budget Amendment
- 4.8 CERTIFY AND APPROVE SEWER SYSTEM MANAGEMENT PLAN UPDATE  
Approve Resolution to Update the City of Lathrop Sewer System Management Plan and Program Implementation
- 4.9 TRAFFIC CALMING REQUEST ASSOCIATED WITH CIP PS 18-02  
Approve Resolution Authorizing Staff to Install Speed Humps on Pine Valley Drive, Between Prairie Dune Drive and Oakhill Street, Associated with CIP PS 18-02 Traffic Calming Measures
- 4.10 APPROVE THE LONGITUDINAL PIPELINE AGREEMENT WITH UNION PACIFIC RAILROAD (UPRR) ASSOCIATED WITH THE RIVER ISLANDS EAST SIDE SEWER FORCE MAIN PROJECT AND A RELATED BUDGET AMENDMENT  
Adopt a Resolution Approving the Agreement with UPRR for the River Islands East Side Sewer Force Main Project and a Related Budget Amendment
- 4.11 ACCEPT CROSSROADS STORM DRAIN DETENTION BASIN IMPROVEMENTS  
Adopt a Resolution Accepting Improvements Completed by Richland Communities for the Expansion of the Crossroads Storm Drain Detention Basin

- 4.12 ACCEPTANCE OF RECYCLED WATER STORAGE POND, SPRAYFIELDS, PIPELINE AND PUMP STATION FOR THE RIVER ISLANDS AT LATHROP PROJECT WITHIN THE SOUTHEAST STEWART TRACT  
Adopt Resolution Accepting the Recycled Water Storage Pond, Sprayfields, Pipeline, Pump Station Improvements within Southeast Stewart Tract, Easement Deed

## **5. SCHEDULED ITEMS**

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE TO TRANSFER THE SOUTH LATHROP SPECIFIC PLAN DEVELOPMENT AGREEMENT, ADOPTED ON AUGUST 3, 2015, AND RICHLAND'S INTEREST IN THE PHASE 2 EXPANSION OF THE LATHROP CONSOLIDATED TREATMENT FACILITY FUNDING AGREEMENT, DATED NOVEMBER 21, 2016, FROM THE EXISTING AGREEMENT HOLDER, RICHLAND DEVELOPERS, INC., TO SOUTH LATHROP LAND, LLC.

Council to Consider the Following:

1. Hold a Public Hearing;
2. Introduce and Conduct First Reading of an Ordinance to Assign and Transfer the South Lathrop Development Agreement and Funding Agreement to South Lathrop Land LLC

- 5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE AMENDING LATHROP MUNICIPAL CODE TITLE 13 "PUBLIC SERVICES", CHAPTER 13.09 "RECYCLED WATER SERVICE SYSTEM"

Council to Consider the Following:

3. Hold a Public Hearing; and
4. Introduction and First Reading of an Ordinance Amendment to Title 13 "Public Services", Chapter 13.09 "Recycled Water Service System"

- 5.3 DISCUSSION OF PARK LIGHTING AT MOSSDALE LANDING COMMUNITY PARK

Council to Discuss and Provide Direction Related to Park Lighting at Mossdale Landing Community Park

## **6. COUNCIL COMMUNICATIONS**

- 6.1 MAYOR DHALI WAL REFERRAL: Appointment of One (1) Member to the Youth Advisory Commission with Term Expiring May 30, 2018, due to Unscheduled/Unexpired Term Vacancy

- One Application Received – Aliyah Conley

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

**PAGE LEFT  
INTENTIONALLY  
BLANK**

**CITY OF LATHROP  
CITY COUNCIL REGULAR MEETING  
MONDAY, FEBRUARY 12, 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 7:02 p.m.**

**1. PRELIMINARY**

- 1.1 CALL TO ORDER – Vice Mayor Elliott called the meeting to order at 7:02 p.m.
- 1.2 ROLL CALL    Present:     Vice Mayor Elliott;  
   Councilmembers: Akinjo, Dresser, and Salcedo.  
  
                         Absent:       Mayor Dhaliwal.
- 1.3 INVOCATION – Pastor Chris Scoz, Thrive Church, provided the invocation.
- 1.4 PLEDGE OF ALLEGIANCE – Pastor Chris Scoz led the pledge of allegiance.
- 1.5 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER  
  
City Manager Stephen Salvatore introduced Lathrop Police Chief James Hood. Chief Hood provided information related to the Citizen's Academy, scheduled for March 14 through May 9, 2018 at the Lathrop Generations Center.
- 1.6 INFORMATIONAL ITEM(S) - None
- 1.7 DECLARATION OF CONFLICT(S) OF INTEREST - None

**2. PRESENTATIONS**

- 2.1 PROCLAMATION DECLARING FEBRUARY AS BLACK HISTORY MONTH –  
  
Vice Mayor Mark Elliott, accompanied by City Council, presented the proclamation to community member Minnie Jordan-Diallo and students from Lathrop High School.
- 2.2 INTRODUCTION OF NEW EMPLOYEE(S):
  - Sarah Pimentel, Administrative Assistant I
  - Catherine Fair, Facility Attendant
  - Francisco Garcia, Maintenance Worker II

City Clerk Teresa Vargas introduced Sarah Pimentel, Administrative Assistant in the City Clerk's Office; Parks and Recreation Director Zach Jones introduced Catherine Fair, Facility Attendant in the Parks and Recreation Department; and Operations and Maintenance Superintendent Milton Daley introduced Francisco Garcia, Maintenance Worker in the Public Works Department. Councilmembers welcomed the new staff.

## 2.3 MAYOR'S COMMITTEE REPORT(S)

- Parks & Recreation Update on Committee Events and Programs

Parks and Recreation Director Zach Jones provided the presentation:

- *2018 Valentine's Day Dance*  
Reported event held February 3, 2018 at Scott Brooks Gymnasium.
- *Libby Park Improvements*  
Provided an overview of recent park improvements, which included new accessible walkway, interior lighting, additional park benches, and rubberized paly surface.
- *Basin Park Improvements*  
Provided an overview of recent park improvements to the new Basin Park located at the corner of Lathrop Road and Woodfield Drive, which included 1/3 mile walking loop, seven fitness stations, and picnic area with BBQ stations and game tables.

## 2.4 PRESENTATION – LATHROP POLICE FACILITY FUNDING OVERVIEW

- Receive Information Related to Funding Options Associated with the Future Lathrop Police Facility

Finance Director Cari James provided the presentation, which included a summary of the new police facility project, past City Council meetings in which the topic was discussed, an overview of the proposal from River Islands to design and build a new facility, and information related to the issuance of bonds. A question and answer period ensued. Reverend Lu Davis (Lathrop, CA) commented on the River Islands proposal; requested information related to the status of discussions with San Joaquin County regarding overhead charges. City Manager Stephen Salvatore responded to the inquiry. No action was taken by Council. Staff stated they would bring back an item for Council consideration.

## 3. CITIZEN'S FORUM

Nellie Zavala (Commission on Aging) reported her attendance to a San Joaquin County Commission on Aging held on February 5, 2018, in which social security and public health programs were discussed. Jason Laughlin (Manteca, CA) representing Assemblyman Heath Flora's Office, provided an overview of recently introduced AB 1914, relating to an act to amend Section 1522 of the Health and Safety Code, relating to health care facilities.

Sharon Land (Lathrop, CA) expressed concern with traffic issues on Lathrop Road; requested digital speed signs; and additional enforcement on Lathrop Road. Dierdre Veals (Lathrop, CA) expressed concern with insufficient street lighting on 6<sup>th</sup> Street. Council directed staff to observe the area and report back to the resident. City Manager Stephen Salvatore provided additional information related to previous Council discussions regarding the formation of a community assessment district for the Historic Lathrop area.

#### 4. **CONSENT CALENDAR**

On a motion by Vice Mayor Elliott, seconded by Councilmember Dresser, the City Council approved the Consent Calendar, and provided additional direction on Item 4.8 as listed below, 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 and Adjourned Regular Council Meeting of January 29, 2018.

##### 4.3 **SECOND READING AND ADOPTION OF ORDINANCE 18-387 TO PROHIBIT COMMERCIAL CANNABIS ACTIVITIES IN THE CITY OF LATHROP**

Adopted **Ordinance 18-387** of the City Council of the City of Lathrop modifying Chapter 17.18 and adding new Chapter 5.26 to the Municipal Code to prohibit the establishment and operation of commercial cannabis activities in the City Of Lathrop.

##### 4.4 **TREASURER'S REPORT DECEMBER 2017**

Pulled by Councilmember Akinjo. A question and answer period ensued. Finance Director Cari James provided the information.

Approved Quarterly Treasurer's Investment Report for December 2017.

##### 4.5 **APPROVE AMENDMENTS WITH EKI ENVIRONMENT & WATER, INC. (EKI) FOR THE INTEGRATED WATER RESOURCE MASTER PLAN, (IWRMP) PW 10-10 & WW 15-08 AND A RELATED BUDGET AMENDMENT**

Adopted **Resolution 18-4341** approving amendments with EKI for the IWRMP update, Capital Improvement Projects PW 10-10 and WW 15-08, and approved related budget amendment(s) for:

1. Amendment No. 2 for hydraulic modeling evaluations and IWRMP revisions to include California Military Department Cantonment at the Former Army Sharpe Depot; and
2. Amendment No. 3 for tracking tool development for water and sewer allocations.

4.6 APPROVE TASK ORDER NO. 5 WITH INTERWEST CONSULTING GROUP FOR PROFESSIONAL BUILDING DIVISION SERVICES AND RELATED BUDGET AMENDMENT

Adopted **Resolution 18-4342** approving Task Order No. 5 with Interwest Consulting Group to provide professional building division plan check services, and approved related budget amendment.

4.7 AGREEMENTS WITH WGR SOUTHWEST, INC. TO PROVIDE COMPLIANCE SUPPORT SERVICES FOR THE CITY'S STORM WATER DISCHARGE PERMIT SD 14-10 AND A RELATED BUDGET AMENDMENT

Adopted **Resolution 18-4343** approving agreements with WGR Southwest, Inc., for permit compliance and construction project plan review and inspection support services for the Phase II MS4 Storm Water Discharge Permit SD 14-10, and approved related budget amendment.

4.8 ACCEPT SEWER FORCE MAIN CONSTRUCTED BY KNIFE RIVER CONSTRUCTION AT 11800 S. HARLAN ROAD MAIN

Pulled by Councilmember Akinjo. A question and answer period ensued. Principal Engineer Jay Davidson and City Attorney Salvador Navarrete provided additional information. Council discussion led to consensus to accept the improvements contingent that bonds not be released until all work is confirmed completed.

Adopted **Resolution 18-4344** accepting the sewer force main improvements by UPS, located at 11800 S. Harlan Road, contingent that bonds not be released until all work is confirmed completed.

4.9 APPROVE DFIA 18-01 FOR 865 E. ROTH ROAD

Pulled by Councilmember Akinjo. A question and answer period ensued. Principal Engineer Jay Davidson provided the information.

Adopted **Resolution 18-4345** approving Deferred Frontage Improvement Agreement (DFIA) 18-01 with Sukhchain Gill, to defer frontage improvements on Roth Road.

## 5. SCHEDULED ITEMS

5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER CDBG AND HOME FUNDING ALLOCATIONS FOR FY 2018/2019



Assistant Community Development Director Mark Meissner provided the presentation. A question and answer period followed. City Manager Stephen Salvatore and Senior Administrative Assistant Maria Hermosilla provided additional information. Vice Mayor Elliott opened the public hearing. Walton (Lathrop, CA / purple card not provided) expressed interested in the process for unused or unallocated funds. City Manager Stephen Salvatore provided additional information. There were no other speakers. Vice Mayor Elliott closed the public hearing. The question and answer period continued. Finance Director Cari James provided additional information.

On a motion by Councilmember Dresser, seconded by Councilmember Salcedo, the City Council:

1. Held a Public Hearing; and
2. Adopted **Resolution 18-4346** approving recommended allocations of the CDBG and HOME Funds for FY 2018-2019 as follows:

Allocations to Multi-Agency Organizations

|   |          |
|---|----------|
| San Joaquin Fair Housing                | \$ 1,000 |
| Second Harvest Food Bank                | \$ 2,500 |
| Stockton Emergency Food Bank (MFM)      | \$ 1,000 |
| Human Services Agency (Meals on Wheels) | \$ 1,000 |
| Give Every Child a Chance (GECAC)       | \$ 1,224 |

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

On a motion by Councilmember Dresser, seconded by Councilmember Akinjo, the City Council further adopted the following recommended allocations (incorporated in Resolution 18-4346) of the CDBG and HOME Funds for FY 2018-2019 as follows:

Allocations to Local Organizations

|   |          |
|---|----------|
| City of Lathrop Youth Activity Assistance Program | \$ 5,000 |
| Boys and Girls Club of Lathrop and Manteca        | \$ 5,000 |

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

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE TO ADD CHAPTER 3.25 ENTITLED "SOUTH LATHROP SPECIFIC PLAN CAPITAL FACILITY FEES" TO TITLE 3, "REVENUE AND FINANCE" OF THE LATHROP MUNICIPAL CODE

Principal Engineer Jay Davidson introduced Victor Irzyk, Senior Principal with Goodwin Consulting Group, Inc. Mr. Davidson provided the presentation.

Vice Mayor Elliott opened the public hearing. Kate Hart (Land Use Counsel, Richland Investments) thanked staff and the City Council for consideration of the item. There were no other speakers. Vice Mayor Elliott closed the public hearing. A question and answer period ensued.

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

1. Held a Public Hearing; and
2. Introduced an Ordinance adding Chapter 3.25 entitled "South Lathrop Specific Plan Capital Facility Fees" to Title 3, "Revenue and Finance" of the Lathrop Municipal Code.

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

**5.3 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN AMENDMENT TO TITLE 10, CHAPTER 10.24, SECTION 10.24.030 OF THE LATHROP MUNICIPAL CODE TO ADD A NO PARKING AREA ON LATHROP ROAD**

Senior Civil Engineer Michael King provided the presentation. Vice Mayor Elliott opened the public hearing. Adriana Lopez (Lathrop, CA) expressed various concerns, including discontent with the timing of the public hearing; the item being heard after the start of construction of the Lathrop Road project; and lack of street parking on Lathrop Road. Sharon Land (Lathrop, CA) expressed various concerns, including difficulty backing out of her property; deliveries to her property; traffic issues on Lathrop Road; and damages to her water sprinklers. There were no other speakers. Vice Mayor Elliott closed the public hearing. A question and answer period ensued. City Manager Stephen Salvatore and City Attorney Salvador Navarrete provided additional information. Vice Mayor Elliott re-opened the public hearing. Sharon Land (Lathrop, CA) expressed discontent with the removal of street parking. Adriana Lopez (Lathrop, CA) expressed discontent with the removal of street parking; reiterated her discontent with the timing of the public hearing. Speaker (name not provided/ purple card not provided) commented on the safety concerns mentioned by other speakers. Mary Meninga (Manteca, CA) requested that the Council consider approving street parking on Lathrop Road. There were no other speakers. Vice Mayor Elliott closed the public hearing.

On a motion by Councilmember Dresser, seconded by Councilmember Akinjo, the City Council:

1. Held a Public Hearing; and
2. Introduced an Ordinance amending Title 10, Chapter 10.24, Section 10.24.030 of the Lathrop Municipal Code adding a "No Parking Area" on Lathrop Road, beginning at the westerly right-of-way of Interstate 5 and proceeding approximately 8,300' east on both sides of Lathrop Road to the eastern city limits.

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

#### 5.4 BIENNIAL BUDGET FISCAL YEAR (FY) 2018 – 2019 MID-YEAR REPORT

Finance and Administrative Services Director Cari James provided the presentation. A question and answer period followed the presentation.

On a motion by Vice Mayor Elliott, seconded by Councilmember Salcedo, the City Council adopted **Resolution 18-4347** approving the Biennial Budget FY 2018–19 Mid-Year Report; Grade Step Table; and staffing requests.

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

#### 5.5 OUT-OF-STATE TRAVEL APPROVAL FOR THE 2018 SAN JOAQUIN COUNTY ONE-VOICE TRIP

City Clerk Teresa Vargas provided the presentation. A question and answer period followed. City Manager Stephen Salvatore provided additional information. Councilmembers commented on the matter.

On a motion by Vice Mayor Elliott, seconded by Councilmember Dresser, the City Council adopt **Resolution 18-4348** authorizing Option 1, out-of-state travel for two Council Members (nominated Mayor Dhaliwal and another Councilmember depending on availability) and the City Manager to attend the 2018 San Joaquin One Voice Trip to Washington, D.C. from April 15, 2018 to April 19, 2018, and related budget amendment with Option 1.

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

### 6. COUNCIL COMMUNICATIONS

#### 6.1 MAYOR DHALI WAL REFERRAL: Set Application Deadline for Appointment of One (1) Member to the Youth Advisory Commission with Term Expiring May 30, 2018, due to Unexpired Term Vacancy

City Clerk Teresa Vargas provided an overview and reported that the Youth Advisory Commission had one unscheduled vacancy with term ending May 30, 2018.

On a motion by Vice Mayor Elliott, seconded by Councilmember Salcedo, the City Council provided application deadline of February 28, 2018, with appointment at the next Regular City Council Meeting.

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


6.2 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

Councilmember Akinjo reported on his attendance to the San Joaquin Valley Air Pollution Control District meeting.

6.3 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Salcedo thanked those in attendance. Councilmember Dresser commented on aggressive solicitation from solar vendors. Police Chief James Hood provided additional information regarding aggressive solicitation. Councilmember Akinjo expressed condolences to the Dhaliwal family; commented on his attendance to the Lathrop High School Athletic Booster crab/tri-tip dinner event. Vice Mayor Elliott thanked those in attendance; and expressed condolences to the Dhaliwal family.

7. **ADJOURNMENT** – There being no further business, Vice Mayor Elliott adjourned the meeting at 9:24 p.m.

  
Teresa Vargas, CMC  
City Clerk

**ORDINANCE NO. 18-388****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP ADDING CHAPTER 3.25 ENTITLED "SOUTH LATHROP SPECIFIC PLAN CAPITAL FACILITY FEES" TO TITLE 3, "REVENUE AND FINANCE" OF THE LATHROP MUNICIPAL CODE**

**WHEREAS**, on June 7, 2017, the City Council approved Task Order No.6 with Goodwin Consulting Group, (GCG) which, among other tasks, included the preparation of the South Lathrop Specific Plan (SLSP) Capital Facilities Fee Study to support the City's potential adoption of the South Lathrop Specific Plan Capital Facility Fee Program; and

**WHEREAS**, GCG prepared the South Lathrop Specific Plan Capital Facility Fee Study dated February 2, 2018; and

**WHEREAS**, on February 2, 2018, the City released the South Lathrop Specific Plan Capital Facility Fee Study for public viewing; and

**WHEREAS**, subsequently the City released an updated South Lathrop Specific Plan Capital Facility Fee Study ("Nexus Study") by GCG on February 6, 2018; and

**WHEREAS**, the Nexus Study of February 6, 2018 has been reviewed and considered by the City Council and by reference is hereby entered into the public record; and

**WHEREAS**, a notice of the public hearing on this Ordinance was published in the Manteca Bulletin on February 1<sup>st</sup> & 6<sup>th</sup>, 2018; and

**WHEREAS**, the findings required by the State of California Mitigation Fee Act (also known as "AB 1600," Government Code sections 66000, et seq.) are made by Council with this action as contained in the administrative record and hereby incorporated by reference herein; and

**WHEREAS**, the fees imposed by the City pursuant to this ordinance can be amended by resolution; and

**WHEREAS**, the City Council did use its independent judgment and considered all of said reports including but not limited to the Nexus Study, recommendations and other evidence in the administrative record, all of which is hereby incorporated by reference herein;

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

**SECTION 1. APPROVAL OF NEXUS STUDY AND FINDINGS.** The City Council of the City of Lathrop does hereby approve the South Lathrop Specific Plan Capital Facilities Fees, dated February 6, 2018 attached as Attachment "C" to the City Council Staff Report of February 12, 2018 and incorporated herein by this reference and Council hereby adds the SLSP Capital Facilities Fees to the Capital Facility Fee Program based on findings required by the State of California Mitigation Fee Act (also known as "AB 1600," Government Code sections 66000, et seq.), specifically Council hereby makes all of the following findings:

1. The purpose of the SLSP Fees is to provide funding for the infrastructure and facilities identified in this Nexus Study. Pursuant to the Lathrop Municipal Code Section 3.20.040 collected fees may be used for no other purpose.
2. The geographic area in which the fees will be imposed is SLSP study area, located south of State Route 120, north and west of the Union Pacific Railroad, and east of the San Joaquin River, as illustrated in Attachment "B" boundary map to the City Council Staff Report of February 12, 2018 and incorporated herein by this reference.
3. The estimated fair and proportionate share of the cost of SLSP's contribution to providing infrastructure and community facilities within the City are contained in the SLSP Capital Facilities Nexus Study.
4. There is a reasonable relationship between the type of development projects on which the fee is imposed and the uses of the fees. The Fee revenue collected from the SLSP area will fund the facilities included in this Nexus Study. These facilities will serve development in the SLSP area and the estimated fees are a fair-share cost allocation based on the impact that future development will have on these facilities and improvements.
5. There is a reasonable relationship between the amount of each SLSP CFF and the cost of the public facility, or portion thereof, is established in this Nexus Study through the use of cost allocation factors to estimate the demand for a facility or, the impact that a land use will have on a facility. For example, the cost allocation for the Transportation Fee is based on the number trips generated for each specific land use. The trip generation rates, which differ between land use categories, measure each land use's impact on facilities and infrastructure. As a result, each land use category or development type is allocated its fair share of the cost based on its impact, as identified by its cost allocation factor.

By assigning the demand for infrastructure and facilities based on the cost allocation factors for each land use and quantifying that demand in the calculation of the SLSP CFF, a reasonable relationship is established between the amount of the fee and the cost of the facilities attributable to the different types of non-residential development in the SLSP area.

**SECTION 2. APPROVAL OF FEE.** The City Council of the City of Lathrop, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, hereby establishes the South Lathrop Specific Plan Capital Facility Fee as detailed in the South Lathrop Specific Plan (SLSP) Capital Facilities Fee Study by Goodwin Consulting Group, dated February 6, 2018, as Attachment "C" to the City Council Staff Report of February 12, 2018 and incorporated herein by this reference.

The City Council may, following the procedures set forth in Chapter 3.20 of the Municipal Code, take future action by resolution to revise to these fees. These fees shall be in addition to, all other fees imposed by the City including, but not limited to, the Municipal Services Facilities Fee and San Joaquin County fees, such as the San Joaquin County Regional Transportation Impact Fee (RTIF) and the County Capital Facilities Fee. Additionally, pursuant to the SLSP Mitigation Monitoring and Reporting Program, SLSP project proponents shall participate in the City's agriculture mitigation program and the San Joaquin Multi-Species Habitat Conservation and Open Space Plan by paying the per-acre fees for the loss of important farmland as well as to mitigate for habitat impacts to covered special status species. This SLSP CFF shall be collected and administered in the manner set forth in Chapter 3.20 of the Municipal Code. These fees shall be effective sixty (60) days after the adoption of this Ordinance.

**SECTION 3. ADDITION TO THE MUNICIPAL CODE.** Chapter 3.25 is added to Title 3, "Revenue and Finance" of the Lathrop Municipal Code to read as follows:

**Chapter 3.25: SOUTH LATHROP SPECIFIC PLAN CAPITAL FACILITY FEES**

Section 3.25.010. TITLE. This Chapter shall be known as the "South Lathrop Specific Plan Capital Facility Fees" regulation of the City of Lathrop.

Section 3.25.020. PURPOSE. This chapter is adopted to impose the South Lathrop Specific Plan Capital Facility Fees ("SLSP CFF") to ensure that new development within the South Lathrop Specific Plan pays its proportionate share of providing infrastructure, community facilities and the provision of services. This SLSP CFF, in combination with other sources of funding, will mitigate the impacts as a result of the South Lathrop Specific Plan Area development.

Section 3.25.030. Establishment of Fees. The South Lathrop Specific Plan Capital Facility Fees are initially established as detailed in the South Lathrop Specific Plan (SLSP) Capital Facilities Fee Study by Goodwin Consulting Group dated February 6, 2018. The SLSP CFF may be amended from time to time by resolution consistent and with Lathrop Municipal Code 3.20.

**SECTION 4. PUBLICATION.** Within fifteen (15) days after its final passage, the City Clerk shall cause this ordinance to be published in full accordance with Section 36933 of the Government Code.

**THIS ORDINANCE** was regularly introduced at a meeting of the City Council of the City of Lathrop on the 12<sup>th</sup> day of February 2018, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on 12<sup>th</sup> day of March 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Sonny Dhaliwal, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

---

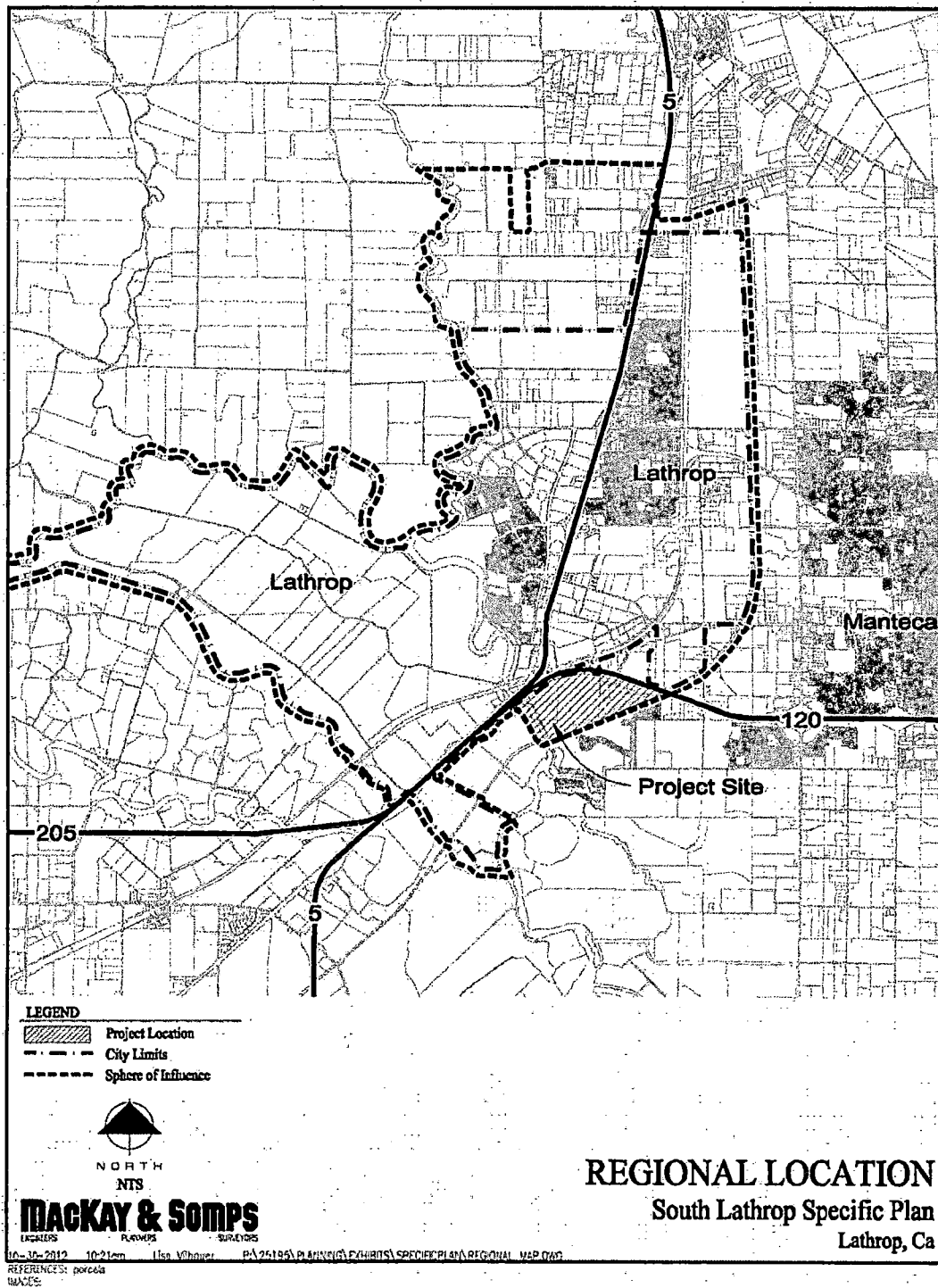
Teresa Vargas, City Clerk

---

Salvador Navarrete, City Attorney



## Exhibit 1 – SLSP Project Site



# ATTACHMENT C



GOODWIN CONSULTING GROUP

**CITY OF LATHROP**

## **SOUTH LATHROP SPECIFIC PLAN (SLSP) CAPITAL FACILITIES FEE STUDY**

**February 6, 2018**

**CITY OF LATHROP**  
**SOUTH LATHROP SPECIFIC PLAN (SLSP)**  
**CAPITAL FACILITIES FEE STUDY**

**TABLE OF CONTENTS**

---

| <b><u>Section</u></b>                        | <b><u>Page</u></b> |
|--|--------------------|
| <b>Executive Summary .....</b>               | <b>i</b>           |
| <b>I. Introduction .....</b>                 | <b>1</b>           |
| <b>II. Land Uses.....</b>                    | <b>4</b>           |
| <b>III. Fee Methodology .....</b>            | <b>6</b>           |
| <b>IV. Capital Facilities and Costs.....</b> | <b>9</b>           |
| <b>V. Transportation Fee .....</b>           | <b>11</b>          |
| <b>VI. Water System Fee .....</b>            | <b>14</b>          |
| <b>VII. Storm Drainage Fee .....</b>         | <b>17</b>          |
| <b>VIII. Fee Summary .....</b>               | <b>20</b>          |
| <b>IX. Nexus Findings .....</b>              | <b>20</b>          |
| <b>X. Fee Program Administration.....</b>    | <b>23</b>          |

**Maps**

|                                     |   |
|-------------------------------------|---|
| Exhibit 1 – SLSP Project Site ..... | 2 |
| Exhibit 2 – SLSP Land Use .....     | 5 |

**Appendix**

|  |  |
|--|--|
| Appendix A – Capital Facilities Cost Allocations |  |
| Appendix B – Detailed Facilities Costs           |  |

## ***EXECUTIVE SUMMARY***

The South Lathrop Specific Plan area (the "SLSP") is a 315 acre development in the southeast portion of the City. The project is located south of State Route 120, north and west of the Union Pacific Railroad, and east of the San Joaquin River. The SLSP consists of mainly employment-generating land uses. Approximately 246 acres are zoned for Light Industrial and Warehouse development and 10 acres are zoned for Commercial Office development. The remaining 59 acres include open space, public and quasi-public land, the San Joaquin River, and roadways.

The City retained Goodwin Consulting Group to assist it in establishing a fee program for the SLSP area through the adoption by the City Council of this SLSP Capital Facilities Fee Study ("Fee Study"). This Fee Study is compliant with the requirements set forth in the Mitigation Fee Act, also known as AB 1600, and ensures that a rational nexus exists between the SLSP Fees and the cost or portion of the cost of capital facilities attributable to future development in the SLSP area.

### **FACILITIES AND COSTS INCLUDED IN THE FEE PROGRAM**

Various capital facilities will be required for the SLSP area. Facilities and cost estimates have been prepared by the City and its consultants and are presented in this Fee Study. Table ES-1 summarizes these facilities and their costs. The gross cost of the planned facilities contained in this Fee Study is \$70.8 million. Funding from other sources, totaling \$56.2 million, reduces the net amount that will be funded with SLSP Fee revenue to approximately \$9.1 million.

**Table ES-1 – Facilities Costs**

| <b>Facility Type</b> | <b>Total<br/>Estimated<br/>Cost</b> | <b>Funding<br/>From Other<br/>Developments<sup>1</sup></b> | <b>SLSP<br/>CFD<br/>Funding</b> | <b>SLSP<br/>Fees</b> |
|----------------------|-------------------------------------|--|---------------------------------|----------------------|
| Transportation       | \$65,805,000                        | \$52,744,379   | \$5,552,405                     | \$7,508,216          |
| Water                | \$3,320,158                         | \$2,324,158  | \$0                             | \$996,000            |
| Storm Drainage       | \$1,720,875                         | \$1,146,875  | \$0                             | \$574,000            |
| <b>Total</b>         | <b>\$70,846,033</b>                 | <b>\$56,215,412</b>  | <b>\$5,552,405</b>              | <b>\$9,078,216</b>   |

1. Other developments may include Lathrop Gateway Specific Plan, McKinley Corridor, Crossroads, and others.

Source: MacKay & Somp; H2O Urban Solutions; Fehr and Peers

## **TRANSPORTATION FACILITIES**

Transportation facilities for SLSP include construction of interchanges at SR 120 and Yosemite Avenue and at I-5 and Lathrop Road. Transportation facilities also include roadway, intersection, and railroad crossing improvements for Yosemite and McKinley Avenues, and Airport Way. The total cost of the facilities is \$65.8 million. Based on its traffic model, the City's traffic consultant determined that SLSP's share of the total cost is \$13.1 million. The remainder, \$52.7 million, is allocated to the Lathrop Gateway Specific Plan (LGSP) area, McKinley Corridor, Crossroads, and other Lathrop developments.

Of the \$13.1 million allocated to SLSP, the project developer plans to finance approximately \$5.6 million through a future community facilities district bond issue. The remaining SLSP share of the cost, \$7.5 million, will be funded through SLSP Transportation Fees.

## **WATER SYSTEM FACILITIES**

Water system facilities include a 1.0 MG storage tank and booster pump station for Well 21. The total cost of these improvements is approximately \$3.3 million. The City staff determined that 30% of the total cost of the water system facilities is attributable to future SLSP development. As a result, SLSP's fair share of the total cost is \$1.0 million and will be funded through the SLSP Water System Fees.

## **STORM DRAINAGE FACILITIES**

Storm drainage facilities include construction of the South Lathrop Outfall. The total cost of the facility is \$1.7 million. The City's engineering consultant estimates that the total cost of the facility should be equally split between three development areas - SLSP, LGSP, and the McKinley Corridor development. SLSP's 33.3% share of the total cost is \$574,000 and will be funded through SLSP Storm Drainage Fees.

## FEE SCHEDULE

The table below summarizes the fees calculated in this report. A 3.0% administration fee is included to pay for the administrative duties associated with the fee program.

**Table ES-2**  
**Fee Summary**

| Land Use                           | Unit | Transportation<br>Fee | Water<br>Fee | Storm<br>Drainage<br>Fee | City<br>Admin<br>Fee (3.0%) | Total    |
|------------------------------------|------|-----------------------|--------------|--------------------------|-----------------------------|----------|
| <i>per 1,000 Bldg. Square Feet</i> |      |                       |              |                          |                             |          |
| Commercial Office                  | KSF  | \$15,631              | \$988        | \$380                    | \$510                       | \$17,508 |
| Light Industrial                   | KSF  | \$4,516               | \$467        | \$129                    | \$153                       | \$5,266  |
| Warehouse                          | KSF  | \$466                 | \$133        | \$129                    | \$22                        | \$750    |

## LATHROP CITYWIDE AND SAN JOAQUIN COUNTYWIDE FEES

The SLSP Fees calculated in this Fee Study, if adopted by the City Council, will be added to the City's Capital Facilities Fee (CFF) program. In addition to the SLSP Fees shown in this Fee Study, the SLSP area will also be subject to other Lathrop citywide impact fees in the CFF program. One such citywide fee is the Municipal Service Facilities fee that funds various municipal buildings and facilities. City staff have reviewed the assumptions and the calculation of the Municipal Service Facilities fee and have determined that the SLSP development will not affect the calculation of the fee or change the existing fee rates for this citywide fee.

SLSP will also be subject to San Joaquin County fees, such as the San Joaquin County Regional Transportation Impact Fee (RTIF) and the County Capital Facilities Fee. Additionally, pursuant to the SLSP Mitigation Monitoring and Reporting Program, SLSP project proponents shall participate in the City's agriculture mitigation program and the San Joaquin Multi-Species Habitat Conservation and Open Space Plan by paying the per-acre fees for the loss of important farmland as well as to mitigate for habitat impacts to covered special status species.

## FEE ADJUSTMENTS

The SLSP Fees may be adjusted in future years to reflect revised facility standards, receipt of funding from alternative sources (federal grants), revised costs, or changes in the land use plan. In addition to such adjustments, the SLSP Fees will be inflated each year by a predetermined construction cost index selected by the City.

## ***I. INTRODUCTION***

---

### **BACKGROUND**

The South Lathrop Specific Plan area is a 315 acre development in the southeast portion of the City. Specifically, the project is located south of State Route 120, north and west of the Union Pacific Railroad, and east of the San Joaquin River. Exhibit 1 on the following page identifies the location of the project within the City. The SLSP consists of mainly employment-generating land uses. Approximately 246.4 acres are zoned for Light Industrial and Warehouse development and 10 acres are zoned Commercial Office. The remaining 59 acres includes open space, public and quasi-public lands, the San Joaquin River, and roadways.

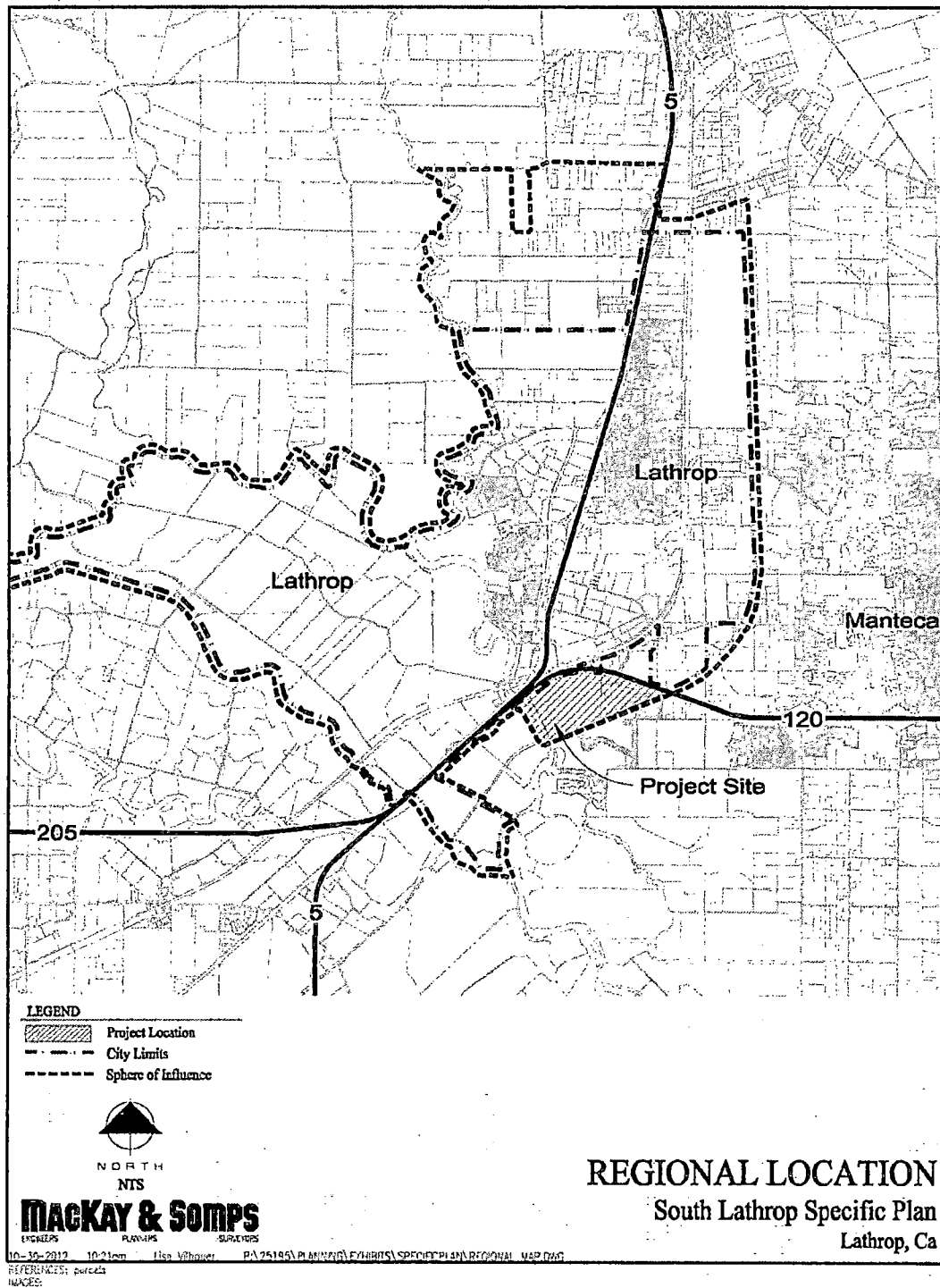
### **FEES INCLUDED IN SLSP CAPITAL FACILITIES FEE STUDY**

The SLSP Capital Facilities Fee Study includes fees that are specific to the land uses in SLSP area. The fees in the Fee Study relate to the following categories:

- Transportation Facilities
- Water System Facilities
- Storm Drainage Facilities
- Administration Fee (3.0% of other fee rates)

These fees will be referred to in this Fee Study as the “SLSP Fees”. In addition to the SLSP Fees listed above, the SLSP development will also be subject to certain City of Lathrop citywide CFF fees and San Joaquin County countywide fees.

# Exhibit 1 – SLSP Project Site





## **MITIGATION FEE ACT (AB 1600)**

The Mitigation Fee Act, commonly known as Assembly Bill (AB) 1600, was enacted by the State of California in 1987 and created Section 66000 et. seq. of the Government Code. AB 1600 requires that all public agencies satisfy the following requirements when establishing, increasing, or imposing a fee as a condition of approval for a development project:

1. Identify the purpose of the fee
2. Identify the use to which the fee will be put
3. Determine how there is a reasonable relationship between:
  - A. The fee's use and the type of development project on which the fee is imposed
  - B. The need for the public facility and the type of development project on which the fee is imposed
  - C. The amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed

The purpose of this Fee Study is to demonstrate that the fees calculated herein comply with the Mitigation Fee Act. The assumptions, methodologies, facility standards, costs, and cost allocation factors that were used to establish the nexus between the fees and the development on which the fees will be levied are summarized in subsequent chapters of this report.

## **ORGANIZATION OF REPORT**

The remainder of this report has been organized into the following chapters:

|                |  |
|----------------|--|
| Chapter II     | Identifies the land uses, acres, and square footage assumptions included in the Fee Study                              |
| Chapter III    | Provides an explanation of the fee methodology used to calculate the fees in the this Fee Study                        |
| Chapter IV     | Summarizes the capital facilities and costs in the fee program   |
| Chapters V-VII | Provide the details of the fee calculations for transportation, water system, and storm drainage fees                  |
| Chapter VIII   | Provides a summary of the SLSP Fees calculated in this Fee Study   |
| Chapter IX     | Discusses the nexus findings for the SLSP Fees   |
| Chapter X      | Addresses implementation of the fee program, future fee adjustments, and administrative duties required by the fee law |

## **II. LAND USES**

The SLSP area includes approximately 315 acres. The majority of the acreage, about 246.4 acres, is planned for Limited Industrial land uses. This land use category will allow for a large range of development types, including warehouse/distribution, light industrial, manufacturing, office, retail sales and services, R&D, recreation vehicle sales, and equipment and machinery sales and repair services, to name just a few. The Limited Industrial zoning category allows for floor area ratios (FAR) ranging from 0.15 to 0.65. The maximum estimated building square footage for the Limited Industrial land in SLSP is 4,213,918.

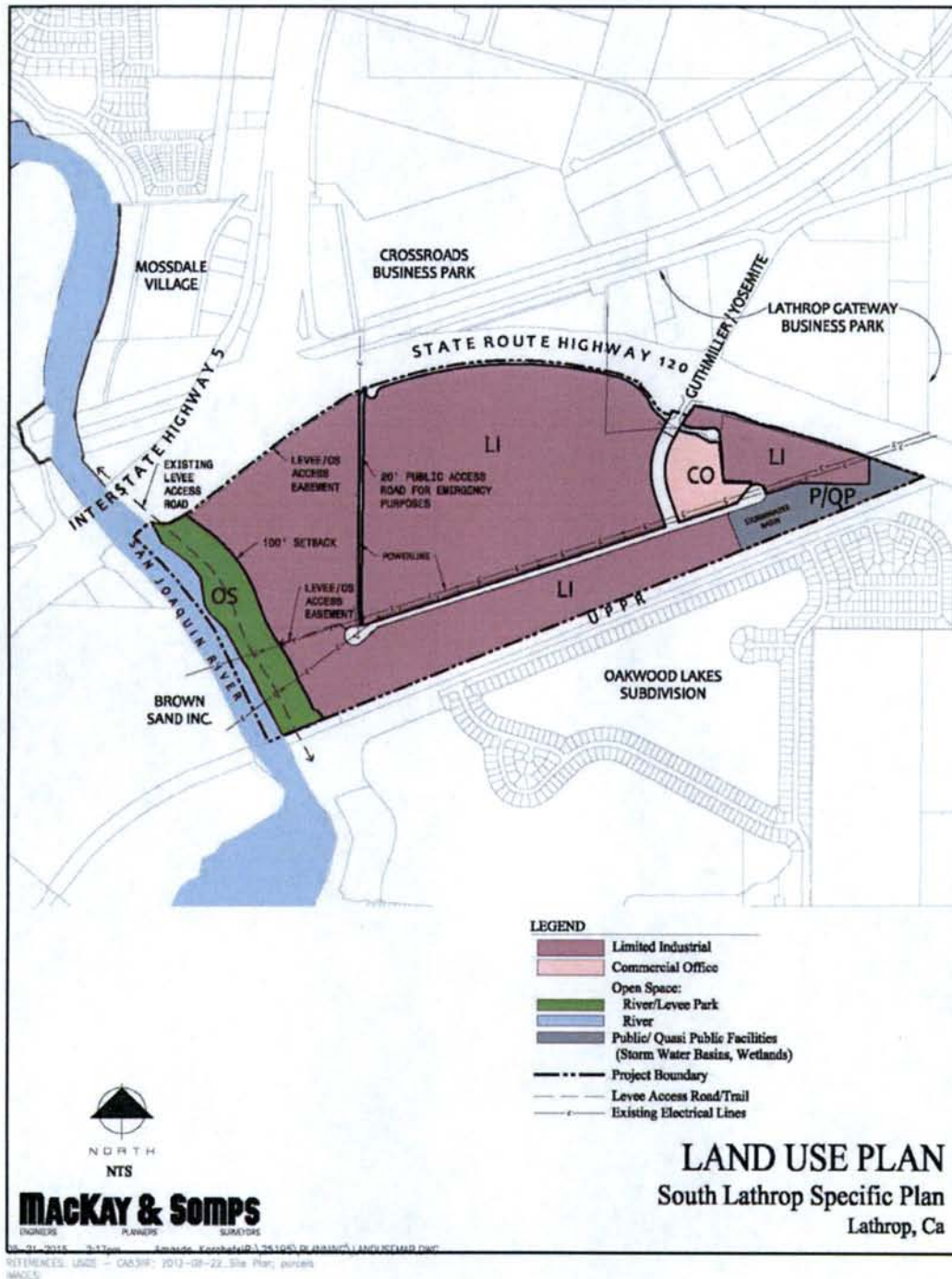
The SLSP also includes 10 acres of Commercial Office property situated close to the SR 120 corridor and will provide for local and regional serving office and commercial uses, including financial institutions, administrative support centers, restaurants, and hotel/motels. Although the 0.30 FAR could allow for 130,000 square feet, the EIR anticipated that a more likely size would be 75,000 square feet of building space, and so that is the building space used in this Fee Study.

The Open Space land use designation includes about 31.5 acres of San Joaquin River frontage that extends to the centerline of the river. This area includes trails that will connect to the City's trail system. The Public/Quasi-Public Facilities land use consists of 11.6 acres of land that is planned for storm water and recycled water basins. Lastly, 15.5 acres are set aside for existing and future roads. Table 2-1 summarizes the land uses, acres, and building square feet and Exhibit 2 on the following page shows the location of the land uses in the SLSP area.

**Table 2-1 – Land Use Summary**

| <b><u>Land Use</u></b>          | <b>Average</b>    |                     |                       |
|---------------------------------|-------------------|---------------------|-----------------------|
|                                 | <b><u>FAR</u></b> | <b><u>Acres</u></b> | <b><u>Sq. Ft.</u></b> |
| Commercial Office               | 0.30              | 10.0                | 75,000                |
| Light Industrial                | 0.39              | 63.1                | 1,079,759             |
| Warehouse                       | 0.39              | 183.3               | 3,134,159             |
| <b>Subtotal</b>                 |                   | <b>256.4</b>        | <b>4,288,918</b>      |
| <b><u>Open Space</u></b>        |                   | <b><u>Acres</u></b> |                       |
| River/Levee Park                |                   | 21.0                |                       |
| River                           |                   | 10.5                |                       |
| Public/Quasi Public             |                   | 11.6                |                       |
| Existing and Future Major Roads |                   | 15.5                |                       |
| <b>Subtotal</b>                 |                   | <b>58.6</b>         |                       |
| <b>Total</b>                    |                   | <b>315.0</b>        |                       |

## Exhibit 2 – SLSP Land Uses



### ***III. FEE METHODOLOGY***

---

When impact fees are calculated, an analysis must be presented in enough detail to demonstrate that a logical and thorough consideration was applied in the process of determining how the fees relate to the impacts from new development. Various findings pursuant to the impact fee statute must be made to ensure that a reasonable relationship exists between the fee amount and the impact caused by development on which the fee will be levied. Following is a discussion of the method used in this Fee Study to allocate facilities costs to development and determine the fees in the fee program.

#### **FEE METHODOLOGY**

The plan-based fee methodology is used in this Fee Study. This methodology is used for facilities that must be designed based on future demand projections within a geographic location. Typically, a formal plan such as a specific plan, facilities needs assessment, or master plan identifies and supports the level of facilities required to serve the plan area. This plan would typically consider the existing facilities already in place and determine what additional facilities would be necessary to accommodate new development. For example, the need for transportation-related improvements depends specifically on the projected number of trips that must be accommodated on specific roadways. An analysis of existing facilities, geographic constraints, and current levels of service must be completed in order to identify the future facility needs. This information is analyzed in conjunction with a projection of the amount and location of future development in the plan area to determine the adequacy of existing facilities and the demand for new improvements that will be required. Depending on the level of existing facilities, the plan-based fee methodology may allocate planned facilities costs to either future development only or to future and existing development. The steps to calculate a fee under the plan-based fee methodology include the following:

- Step 1***     Identify existing facilities and estimate future demand for facilities at build out of the plan area
- Step 2***     Determine facilities needed to serve anticipated growth in the plan area
- Step 3***     Estimate the gross cost of facilities needed to serve the future development in the plan area

- Step 4** Subtract the gross cost of any facilities included in the facilities plan that will cure an existing deficiency in service or will serve other development areas
- Step 5** Subtract revenues available from alternative funding sources, if any, to identify a net facilities cost that will be allocated to future development.
- Step 6** Select cost allocation factors (e.g., trips generated, gallons per day, C-values) that will be used to allocate facility costs on a proportional impact basis; apply cost allocation factors to each of the land use categories based on their relative service demand or impact on each type of facility
- Step 7** Estimate the total impact from future development by multiplying the total number of units/acres/square feet for each respective land use by its cost allocation factor. Sum the total cost allocation factors for each land use category
- Step 8** Determine the percentage distribution of the cost allocation factors for each land use category by dividing the total of the cost allocation factors for each land use category by the total of all cost allocation factors for all land use categories
- Step 9** Multiply the percent distribution for each land use category, as determined in Step 8, by the total facilities cost to determine the portion of the facility cost that is allocated to each land use category
- Step 10** Divide the facilities cost that is allocated to each land use category, as determined in Step 9, by the number of units, in the case of SLSP Fees, per 1,000 square feet of building space, to determine the facilities fees

## **COST ALLOCATION FACTORS**

Cost allocation factors are used to allocate facilities costs to different land uses based on each land use's specific impact on that facility. These factors establish the nexus in the Fee Mitigation Act that requires that the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed is reasonably related. Cost allocation factors, if chosen correctly, will represent a reasonable and relatively proportionate impact that different land uses will have on a facility.

For example, trip generation rates are typically used as cost allocation factors for transportation facilities because they accurately measure the impact of different types of development on a transportation system. A fast food restaurant, for example, attracts many customers throughout a normal day. On the other hand, a coin operated laundry mat will attract much fewer customers in a day than a fast food restaurant. Therefore the trip generation rate of a fast food restaurant is much higher than a laundry mat's trip generation rate. As a result, the fast food restaurant's transportation fee will be much higher than the laundry mat's fee. Table 3-1 below shows the cost allocation factors used in this Fee Study to allocate costs and calculate the SLSP Fees.

**Table 3-1 – Cost Allocation Factors**

| <b>Land Use</b>   | <b>Transportation<br/>(per KSF)</b> | <b>Water<br/>(per Acre)</b> | <b>Storm<br/>Drainage<br/>(per Acre)</b> |
|-------------------|-------------------------------------|-----------------------------|--|
|                   | <i>Adjusted</i>                     |                             |  |
|                   | <i><u>PM Peak Hr Trips</u></i>      | <i><u>GPD</u></i>           | <i><u>C-Value</u></i>                    |
| Commercial Office | 3.36                                | 1,300                       | 0.90                                     |
| Light Industrial  | 0.97                                | 1,400                       | 0.70                                     |
| Warehouse         | 0.10                                | 400                         | 0.70                                     |

*Source: SLSP DEIR; EKI Environment and Water; City of Lathrop*

#### ***IV. CAPITAL FACILITIES AND COSTS***

Table 4-1 below summarizes the facilities costs for transportation, water system, and storm drainage facilities planned for SLSP.

**Table 4-1 – Facilities Costs**

| <b>Facility Type</b> | <b>Total<br/>Estimated<br/>Cost</b> | <b>Funding<br/>From Other<br/>Developments<sup>1</sup></b> | <b>SLSP<br/>CFD<br/>Funding</b> | <b>SLSP<br/>Fees</b> |
|----------------------|-------------------------------------|--|---------------------------------|----------------------|
| Transportation       | \$65,805,000                        | \$52,744,379   | \$5,552,405                     | \$7,508,216          |
| Water                | \$3,320,158                         | \$2,324,158  | \$0                             | \$996,000            |
| Storm Drainage       | \$1,720,875                         | \$1,146,875  | \$0                             | \$574,000            |
| <b>Total</b>         | <b>\$70,846,033</b>                 | <b>\$56,215,412</b>  | <b>\$5,552,405</b>              | <b>\$9,078,216</b>   |

1. Other developments may include Lathrop Gateway Specific Plan, McKinley Corridor, Crossroads, and others.

#### **TRANSPORTATION FACILITIES**

Transportation facilities for SLSP include construction of interchanges at SR 120 and Yosemite Avenue and at I-5 and Lathrop Road. Transportation facilities also include roadway, intersection, and railroad crossing improvements for Yosemite and McKinley Avenues, and Airport Way. The total cost of the facilities is \$65.8 million, as shown in Table B-1 in Appendix B. Based on its traffic model, the City's traffic consultant determined that SLSP's share of the total cost is \$13.1 million. The remainder, \$52.7 million, is allocated to the Lathrop Gateway Specific Plan area, McKinley Corridor, Crossroads, and other Lathrop developments.

Of the \$13.1 million allocated to SLSP, the project developer plans to finance approximately \$5.6 million through a future community facilities district bond issue. The remaining SLSP share of the cost, \$7.5 million, will be funded through SLSP Transportation Fees.

#### **WATER SYSTEM FACILITIES**

Water system facilities include a 1.0 MG storage tank and booster pump station for Well 21. The total cost of these improvements is approximately \$3.3 million, as shown in Table B-2 in Appendix B. The City's water system consultant determined that 62% of the total cost of the water system facilities would be attributable to future SLSP development if the industrial properties built out as 100% light industrial. However, the EIR anticipated that 75% of the

industrial properties would be built as warehousing, which requires much less water. This analysis follows the EIR assumption that 75% of the industrial properties will be built as warehousing, so the total anticipated impact on the need for a water tank is much less. As a result, SLSP's fair share of the total cost is reduced to 30%, resulting in an allocated cost of \$1.0 million, which will be funded through SLSP Water Fees.

#### **STORM DRAINAGE FACILITIES**

Storm drainage facilities include construction of the South Lathrop Outfall. The total cost of the facility is \$1.7 million, as shown in Table B-3 in Appendix B. The City's engineering consultant determined that the total cost of the facility should be equally split between three development areas - SLSP, LGSP, and the McKinley Corridor. SLSP 33.3% share of the total cost is \$574,000 and will be funded through the SLSP Storm Drainage Fees.



## ***V. TRANSPORTATION FEE***

---

This section of the report identifies the facilities, costs, and the fee rates required to fund the transportation facilities in the SLSP area.

### **FACILITIES AND COSTS**

The transportation facilities for SLSP are identified in Table B-1 in Appendix B. The facilities include the SR120/Yosemite interchange (\$25.3 million); the I-5/Lathrop Road interchange (\$20.0 million); road widening and improvements to five segments of Yosemite Avenue and one segment each of McKinley Avenue and Airport Way; construction/improvements of four intersections on Yosemite Avenue and two on McKinley Avenue; improvements to railroad crossings on Yosemite and McKinley Avenues; and improvements to SR 120 ramps at Airport Way.

The total cost of SLSP transportation facilities is approximately \$65.8 million. The City's traffic consultant, Fehr and Peers, conducted a traffic analysis that determined SLSP's fair share, based on trip generation, is approximately 19.8% of the total cost, or \$13.1 million. The remaining \$52.7 million cost is allocated to LGSP, McKinley Corridor, the Crossroads development, and other developments in Lathrop.

The developer of SLSP plans to fund approximately \$5.6 million of the \$13.1 million transportation costs through a future community facilities district bond issue. The remaining \$7.5 million cost will be funded through the SLSP fee program.

Several intersections in Manteca were identified in the EIR as being impacted by SLSP. The City has an agreement with Manteca that rather than charge one another's developers for impacts, the cities will consider the impacts to be equal and fund each's own improvements. However, one problem with this solution is that Lathrop will end up with unfunded improvements that would otherwise have been funded by Manteca developers. In the spirit of the Lathrop/Manteca agreement, Lathrop and the SLSP developer have agreed to collect the impact costs for intersections in Manteca and spend those funds on Lathrop improvements to avoid a gap in funding due to not receiving money from the Manteca developers.

### **COST ALLOCATION FACTORS**

The \$7.5 million in transportation facilities costs is allocated to the Commercial Office, Light

Industrial, and Warehouse land uses in SLSP. Table A-1 in Appendix A shows this allocation is based on the PM Peak Hour trip generation factors shown in Table 5-1. These allocation factors, that measure the amount of trips generated for a given land use, establish a reasonable relationship, or nexus, between the cost of the transportation facilities that is attributable to each of the land uses and the amount of the Transportation Fees, as determined in this Fee Study.

**Table 5-1**  
**Transportation Cost Allocation Factors**

| <b>Land Use</b>          | <b>Unit</b> | <b>Transportation</b>                       |
|--------------------------|-------------|---|
|                          |             | <i><u>Adjusted<br/>PM Peak Hr Trips</u></i> |
| <b>Commercial Office</b> | <b>KSF</b>  | <b>3.36</b>                                 |
| <b>Light Industrial</b>  | <b>KSF</b>  | <b>0.97</b>                                 |
| <b>Warehouse</b>         | <b>KSF</b>  | <b>0.10</b>                                 |

#### TRANSPORTATION FEE

Table A-1 in Appendix A shows the calculation of Transportation Fee and Table 5-2 below summarizes the fee rates for the land use categories in SLSP. The Transportation Fee rates in Table 5-2 are per 1,000 square feet of building space.

**Table 5-2**  
**Transportation Fees**

| <b>Land Use</b>          | <b>Unit</b> | <b>Transportation<br/>Fee</b> |
|--------------------------|-------------|-------------------------------|
| <b>Commercial Office</b> | <b>KSF</b>  | <b>\$15,631</b>               |
| <b>Light Industrial</b>  | <b>KSF</b>  | <b>\$4,516</b>                |
| <b>Warehouse</b>         | <b>KSF</b>  | <b>\$466</b>                  |

## TRANSPORTATION FEE REVENUE ESTIMATE

The total estimated Transportation Fee revenue at build out of the SLSP area is shown in Table 5-3.

**Table 5-3**  
**Transportation Fee Revenue**

|                        | <b>Bldg SF</b>   | <b>Transportation<br/>Fee</b> | <b>Fee<br/>Revenue</b> |
|------------------------|------------------|-------------------------------|------------------------|
| <b><u>Land Use</u></b> |                  | <b><u>Per KSF</u></b>         | <b><u>Per KSF</u></b>  |
| Commercial Office      | 75,000           | \$15,631                      | <b>\$1,172,288</b>     |
| Light Industrial       | 1,079,759        | \$4,516                       | <b>\$4,876,635</b>     |
| Warehouse              | 3,134,159        | \$466                         | <b>\$1,459,294</b>     |
| <b>Total</b>           | <b>4,288,918</b> |                               | <b>\$7,508,216</b>     |

## ***VI. WATER SYSTEM FEE***

---

This section of the report identifies the facilities, costs, and the fee rates required to fund the water system facilities in the SLSP area.

### **FACILITIES AND COSTS**

The water system facilities for SLSP are identified in Table B-2 in Appendix B. The facilities include a 1.0 million gallon storage tank (\$1.2 million) and a booster pump station for Well 21 (\$1.3 million). The total cost of the facilities including a 15% markup for contingency and a 16% markup for soft costs, is approximately \$3.3 million.

The City's water system consultant determined that 62% of the total cost of the water system facilities would be attributable to future SLSP development if the industrial properties built out as 100% light industrial space. However, the EIR anticipated that 75% of the industrial properties would be built as warehousing, which requires much less water. This analysis follows the EIR assumption that 75% of the industrial properties will be built as warehousing, so the total anticipated impact on the need for a water tank is much less. As a result, SLSP's fair share of the total cost is reduced to 30%, resulting in an allocated cost of \$1.0 million, which will be funded through SLSP Water Fees. The remainder of the \$3.3 million cost will be funded by other developments in the City.

### **COST ALLOCATION FACTORS**

The \$1.0 million facilities cost is allocated to the Commercial Office, Light Industrial, and Warehouse land uses in Table A-2 in Appendix A. The cost allocation factors used to allocate the facilities costs to the land use categories are based on average water usage factors from the City's Integrated Water Resources Master Plan. These water usage factors are shown in Table 6-1 on the following page. Water usage factors, that measure the amount of water used for a given land use, establish a reasonable relationship, or nexus, between the cost of the facilities attributable to each of the land uses and the amount of the Water Fees, as determined in this Fee Study.

**Table 6-1**  
**Water System Cost Allocation Factors**

| <b>Land Use</b>          | <b>Unit</b> | <b>Water</b>      |
|--------------------------|-------------|-------------------|
|                          |             | <u><i>GPD</i></u> |
| <b>Commercial Office</b> | <b>Acre</b> | <b>1,300</b>      |
| <b>Light Industrial</b>  | <b>Acre</b> | <b>1,400</b>      |
| <b>Warehouse</b>         | <b>Acre</b> | <b>400</b>        |

#### **WATER SYSTEM FEE**

Table A-2 in Appendix A shows the calculation of Water System Fee and Table 6-2 below summarizes the fee rates for the land use categories in SLSP. The Water System Fee rates in Table 6-2 are per 1,000 square feet of building space.

**Table 6-2**  
**Water System Fees**

| <b>Land Use</b>          | <b>Unit</b> | <b>Water<br/>Fee</b> |
|--------------------------|-------------|----------------------|
| <b>Commercial Office</b> | <b>KSF</b>  | <b>\$988</b>         |
| <b>Light Industrial</b>  | <b>KSF</b>  | <b>\$467</b>         |
| <b>Warehouse</b>         | <b>KSF</b>  | <b>\$133</b>         |

## WATER SYSTEM FEE REVENUE ESTIMATE

The total estimated Water System Fee revenue at build out of the SLSP area is shown in Table 6-3.

**Table 6-3**  
**Water System Fee Revenues**

|                        | <b>Bldg SF</b>   | <b>Water<br/>Fee</b>  | <b>Fee<br/>Revenue</b> |
|------------------------|------------------|-----------------------|------------------------|
| <b><u>Land Use</u></b> |                  | <b><u>Per KSF</u></b> | <b><u>Per KSF</u></b>  |
| Commercial Office      | 75,000           | \$988                 | <b>\$74,117</b>        |
| Light Industrial       | 1,079,759        | \$467                 | <b>\$503,946</b>       |
| Warehouse              | 3,134,159        | \$133                 | <b>\$417,937</b>       |
| <b>Total</b>           | <b>4,288,918</b> |                       | <b>\$996,000</b>       |

## ***VII. STORM DRAINAGE FEE***

---

This section of the report identifies the facilities, costs, and the fee rates required to fund the storm drainage facilities in the SLSP area.

### **FACILITIES AND COSTS**

The South Lathrop Specific Plan states that storm runoff from the SLSP area is anticipated to discharge to the San Joaquin River through a new outfall located near the southwest corner of the SLSP area. The proposed South Lathrop outfall facility will be a regional facility that will also serve the LGSP and McKinley Corridor developments in addition to the SLSP area.

The storm drainage facilities for SLSP are identified in Table B-3 in Appendix B. The facilities include construction of the outfall facility, 1,200 feet of pipeline, and other related appurtenances. The total cost of facilities is approximately \$1.7 million. City staff and its engineering consultants estimate that the total cost of the outfall facility should be allocated equally to the three developments that will benefit from this facility, namely SLSP, LGSP, and the McKinley Corridor. Therefore, SLSP's share of the total cost is \$574,000 and will be funded with SLSP Storm Drainage Fees. The remaining \$1.1 million cost is allocated to future development in LGSP and the McKinley Corridor.

### **COST ALLOCATION FACTORS**

The \$574,000 storm drainage facilities cost is allocated to the Commercial Office, Light Industrial, and Warehouse land uses in SLSP. The \$574,000 cost is allocated in Table A-3 in Appendix A to the land use categories based on the City's C-value factors shown in Table 7-1 on the following page. C-value factors, that measure the amount of water runoff for a given land use, establish a reasonable relationship, or nexus, between the cost of the storm drainage facilities that is attributable to each of the land uses and the amount of the Storm Drainage Fees, as determined in this Fee Study.

**Table 7-1**  
**Storm Drainage Cost Allocation Factors**

| <b>Land Use</b>          | <b>Unit</b> | <b>Storm<br/>Drainage</b> |
|--------------------------|-------------|---------------------------|
|                          |             | <b><u>C-Value</u></b>     |
| <b>Commercial Office</b> | <b>Acre</b> | <b>0.9</b>                |
| <b>Light Industrial</b>  | <b>Acre</b> | <b>0.7</b>                |
| <b>Warehouse</b>         | <b>Acre</b> | <b>0.7</b>                |

#### **STORM DRAINAGE FEES**

Table A-3 in Appendix A shows the calculation of Storm Drainage Fee and Table 7-2 below summarizes the fee rates for the land use categories in SLSP. The Storm Drainage Fee rates in Table 7-2 are per 1,000 square feet of building space.

**Table 7-2**  
**Storm Drainage Fees**

| <b>Land Use</b>          | <b>Unit</b> | <b>Storm<br/>Drainage<br/>Fee</b> |
|--------------------------|-------------|-----------------------------------|
| <b>Commercial Office</b> | <b>KSF</b>  | <b>\$380</b>                      |
| <b>Light Industrial</b>  | <b>KSF</b>  | <b>\$129</b>                      |
| <b>Warehouse</b>         | <b>KSF</b>  | <b>\$129</b>                      |



## STORM DRAINAGE FEE REVENUE ESTIMATE

The total estimated Storm Drainage Fee revenue at build out of the SLSP area is shown below in Table 7-3.

**Table 7-3**  
**Storm Drainage Fee Revenues**

|                        | <b>Bldg SF</b>   | <b>Storm<br/>Drainage<br/>Fee</b> | <b>Fee<br/>Revenue</b> |
|------------------------|------------------|-----------------------------------|------------------------|
| <b><u>Land Use</u></b> |                  | <b><u>Per KSF</u></b>             | <b><u>Per KSF</u></b>  |
| Commercial Office      | 75,000           | \$380                             | <b>\$28,466</b>        |
| Light Industrial       | 1,079,759        | \$129                             | <b>\$139,786</b>       |
| Warehouse              | 3,134,159        | \$129                             | <b>\$405,748</b>       |
| <b>Total</b>           | <b>4,288,918</b> |                                   | <b>\$574,000</b>       |

### ***VIII. FEE SUMMARY***

The table below summarizes the fees calculated in this report. A 3.0% administration fee is also included to pay for the administrative duties associated with the fee program.

**Table 8-1 – Fee Summary**

| Land Use                           | Unit | Transportation<br>Fee | Water<br>Fee | Storm<br>Drainage<br>Fee | City<br>Admin<br>Fee (3.0%) | Total    |
|------------------------------------|------|-----------------------|--------------|--------------------------|-----------------------------|----------|
| <i>per 1,000 Bldg. Square Feet</i> |      |                       |              |                          |                             |          |
| Commercial Office                  | KSF  | \$15,631              | \$988        | \$380                    | \$510                       | \$17,508 |
| Light Industrial                   | KSF  | \$4,516               | \$467        | \$129                    | \$153                       | \$5,266  |
| Warehouse                          | KSF  | \$466                 | \$133        | \$129                    | \$22                        | \$750    |

#### **LATHROP CITYWIDE AND SAN JOAQUIN COUNTYWIDE FEES**

The SLSP Fees calculated in this Fee Study, if adopted by the City Council, will be added to the City's Capital Facilities Fee program. In addition to the SLSP Fees shown in this Fee Study, the SLSP area will also be subject to other Lathrop citywide impact fees in the CFF program. One such citywide fee is the Municipal Service Facilities fee that funds various municipal buildings and facilities. City staff have reviewed the assumptions and the calculation of the Municipal Service Facilities fee and have determined that the SLSP development will not affect the calculation of the fee or change the existing fee rates for this citywide fee.

SLSP will also be subject to San Joaquin County fees, such as the San Joaquin County Regional RTIF and the County Capital Facilities Fee. Additionally, pursuant to the SLSP Mitigation Monitoring and Reporting Program, SLSP project proponents shall participate in the City's agriculture mitigation program and the San Joaquin Multi-Species Habitat Conservation and Open Space Plan by paying the per-acre fees for the loss of important farmland as well as to mitigate for habitat impacts to covered special status species.

## ***IX. NEXUS FINDINGS***

---

Development in the City will create a need for additional public facilities as well as expansion of existing facilities to serve future residents and employees. The SLSP CFF program will provide funding for public facilities in accordance with the policies and goals set forth by the City. As required pursuant to the Mitigation Fee Act, the SLSP Fees calculated in this Fee Study meets the nexus requirements of the law, as outlined below.

### **NEXUS TEST**

#### **Purpose of the Fees**

The purpose of the SLSP Fees is to provide funding for the infrastructure and facilities identified in this Fee Study.

#### **Use of Fee**

SLSP Fee revenue will be used to fund future development's fair share of the cost of infrastructure and facilities that have been identified by the City as necessary to serve new development in the SLSP area.

**Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.**

New non-residential development will generate additional demand for the infrastructure and facilities identified in this Fee Study. The facilities, infrastructure improvements, and capacity enhancements included in this Fee Study will ensure that the City will maintain the desired level of service standards that are identified for the facility categories included in this Fee Study.

**Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.**

Fee revenue collected from the SLSP area will fund the facilities included in this Fee Study. These facilities will serve development in the SLSP area and the estimated fees are a fair-share cost allocation based on the impact that future development will have on these facilities and improvements. Fee accounts for the SLSP area will be established to ensure that fee revenue is applied to the infrastructure and facilities for which it is collected.

**Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.**

A reasonable relationship between the amount of each SLSP Fee and the cost of the public facility, or portion thereof, is established in this Fee Study through the use of cost allocation factors to estimate the demand for a facility or, the impact that a land use will have on a facility. For example, the cost allocation for the Transportation Fee is based on the number trips generated for each specific land use. The trip generation rates, which differ between land use categories, measure each land use's impact on facilities and infrastructure. As a result, each land use category or development type is allocated its fair share of the cost based on its impact, as identified by its cost allocation factor.

By assigning the demand for infrastructure and facilities based on the cost allocation factors for each land use and quantifying that demand in the calculation of the SLSP Fees, a reasonable relationship is established between the amount of the fee and the cost of the facilities attributable to the different types of non-residential development in the SLSP area.

## ***X. FEE PROGRAM ADMINISTRATION***

---

### **FEE IMPLEMENTATION**

According to the California Government Code, prior to levying a new fee or increasing an existing fee, a public agency must hold at least one open and public meeting. At least 10 days prior to this meeting, the agency must make data on facility costs and funding sources available to the public. Notice of the time and place of the meeting, and a general explanation of the matter, are to be published in accordance with Section 6062a of the Government Code, which states that publication of notice shall be posted over a 10-day period in a newspaper regularly published once a week or more. Two publications, with at least five days intervening between the dates of the first and last publication, not counting such publication dates, are sufficient. The Fee Study and fees established herein will be adopted through a City ordinance and resolution. Once the fee program is adopted by the Lathrop City Council, it shall become effective no sooner than sixty days after the final legislative action.

### **FEE ADJUSTMENTS**

The SLSP Fees will be adjusted in future years to reflect revised facility standards, receipt of funding from alternative sources (i.e., state or federal grants), revised costs, or changes in land use. In addition to such adjustments, each year the SLSP Fees will be adjusted by the change in a construction cost index selected by the City over the prior twelve-month period.

### **ANNUAL ADMINISTRATIVE DUTIES**

The Government Code requires a public agency to report, every year and every fifth year, certain financial information regarding their impact fees. Within 180 days after the last day of each fiscal year the public agency must make the following information available for the past fiscal year:

- (a) A brief description of the type of fee in the account or fund
- (b) The amount of fee revenue
- (c) The beginning and ending balance of the account or fund
- (d) The amount of fee revenue collected and interest earned
- (e) An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of public improvement that was funded with fees

- (f) An identification of an approximate date by which time construction on the improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement
- (g) A description of each interfund transfer or loan made from the account or fund, when it will be repaid and at what interest rate
- (h) The amount of any refunds made once it is determined that sufficient monies have been collected to fund all projects

The public agency must make this information available for public review and must also present it at the next regularly scheduled public meeting not less than 15 days after this information is made available to the public.

#### **FIFTH-YEAR ADMINISTRATIVE DUTIES**

For the fifth year following the first deposit into the fee account and every five years thereafter, the public agency must make the following findings with respect to any remaining funds in the fee accounts:

- (a) Identify the purpose to which the fee is to be put
- (b) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
- (c) Identify all sources and amounts of funding anticipated to complete financing incomplete improvements
- (d) Designate the approximate dates on which funding is expected to be deposited into the appropriate accounts or funds

As with the annual report, the five-year report must be made public within 180 days after the end of the public agency's fiscal year and must be reviewed at the next regularly scheduled public meeting. The public agency must make these findings; otherwise the law states that the City must refund the fee revenue to the then current owners of the development project.

## ***APPENDIX A***

### ***Capital Facilities Cost Allocations***

**Table A - 1**  
**Transportation Facilities Cost Allocation**

|                   | Bldg SF                          | PM<br>Peak<br>Hour<br>Trip Rate | Percent<br>Adjustment<br>For Internal<br>Trips | Adjusted<br>PM Peak<br>Trips Per<br>KSF | Total<br>New<br>Trips | Percent<br>Allocation | Cost<br>Allocation | Transportation<br>Fee |
|-------------------|----------------------------------|---------------------------------|--|---|-----------------------|-----------------------|--------------------|-----------------------|
| <b>Cost:</b>      | <b>\$7,508,216</b> <sup>/1</sup> |                                 |  |   |                       |                       |                    |                       |
| <b>Land Use</b>   | <b><u>Bldg SF</u></b>            | <b><u>Per KSF</u></b>           |  | <b><u>Per KSF</u></b>                   |                       |                       |                    | <b><u>Per KSF</u></b> |
| Commercial Office | 75,000                           | 3.73                            | 10%  | 3.36                                    | 252                   | 15.6%                 | \$1,172,288        | <b>\$15,631</b>       |
| Light Industrial  | 1,079,759                        | 0.97                            | 0%   | 0.97                                    | 1,047                 | 65.0%                 | \$4,876,635        | <b>\$4,516</b>        |
| Warehouse         | 3,134,159                        | 0.10                            | 0%   | 0.10                                    | 313                   | 19.4%                 | \$1,459,294        | <b>\$466</b>          |
| <b>Total</b>      | <b>4,288,918</b>                 |                                 |  |   | <b>1,613</b>          | <b>100.0%</b>         | <b>\$7,508,216</b> |                       |

/1 Transportation fees are calculated based on the assumption that a future SLSP CFD will fund approximately \$5.6 million of SLSP's \$13.1 million share of the transportation facilities improvements.

Source: *Fehr and Peers; DEIR - South Lathrop Specific Plan; Goodwin Consulting Group*



**Table A - 2**  
**Water Facilities Cost Allocation**

|                        | Bldg SF          | Acres        | Avg<br>Gallons<br>Per Day<br>Per Acre | Total<br>Gallons | Percent<br>Allocation | Cost<br>Allocation | Water<br>System<br>Fee |
|------------------------|------------------|--------------|---------------------------------------|------------------|-----------------------|--------------------|------------------------|
| <b>Cost:</b>           | <b>\$996,000</b> |              |                                       |                  |                       |                    |                        |
| <b><u>Land Use</u></b> |                  |              |                                       |                  |                       |                    | <b><u>Per KSF</u></b>  |
| Commercial Office      | 75,000           | 10.0         | 1300                                  | 13,000           | 7.4%                  | \$74,117           | <b>\$988</b>           |
| Light Industrial       | 1,079,759        | 63.1         | 1400                                  | 88,391           | 50.6%                 | \$503,946          | <b>\$467</b>           |
| Warehouse              | 3,134,159        | 183.3        | 400                                   | 73,305           | 42.0%                 | \$417,937          | <b>\$133</b>           |
| <b>Total</b>           | <b>4,288,918</b> | <b>256.4</b> |                                       | <b>174,697</b>   | <b>100.0%</b>         | <b>\$996,000</b>   |                        |

Source: SLSP; H2O Urban Solutions; EKI Environment and Water

**Table A - 3**  
**Storm Drainage Facilities Cost Allocation**

|                        | Bldg SF          | Acres        | C-Value<br>Per Acre | Total<br>C-Value | Percent<br>Allocation | Cost<br>Allocation | Storm<br>Drainage<br>Fee |
|------------------------|------------------|--------------|---------------------|------------------|-----------------------|--------------------|--------------------------|
| <b>Cost: \$574,000</b> |                  |              |                     |                  |                       |                    |                          |
| <b><u>Land Use</u></b> |                  |              |                     |                  |                       |                    | <b><u>Per KSF</u></b>    |
| Commercial Office      | 75,000           | 10.0         | 0.90                | 9.00             | 5.0%                  | \$28,466           | <b>\$380</b>             |
| Light Industrial       | 1,079,759        | 63.1         | 0.70                | 44.20            | 24.4%                 | \$139,786          | <b>\$129</b>             |
| Warehouse              | 3,134,159        | 183.3        | 0.70                | 128.28           | 70.7%                 | \$405,748          | <b>\$129</b>             |
| <b>Total</b>           | <b>4,288,918</b> | <b>256.4</b> |                     | <b>181.48</b>    | <b>100.0%</b>         | <b>\$574,000</b>   |                          |

Source: SLSP; MacKay and Soms; City of Lathrop

## ***APPENDIX B***

### ***Detailed Facilities Costs***

**Table B-1 - Revised Dated October 24 2017**  
**South Lathrop Capital Facilities Fee (CFF) Study**

| Improvement  | Cost Estimate | SLSP            | LGBPSP          | MC            | Crossroads      | Other Lathrop    | Through Trips   |
|--|---------------|-----------------|-----------------|---------------|-----------------|------------------|-----------------|
| Total Interchange  | 38,125        | 16,394          | 16,331          | 478           | 2,334           | 68               | 2,520           |
|  |               | 43.00%          | 42.84%          | 1.25%         | 6.12%           | 0.18%            | 6.61%           |
|  |               | 46.04%          | 45.87%          | 1.34%         | 6.56%           | 0.19%            |                 |
| <b>Phase 1</b> SR 120 / Yosemite   |               |                 |                 |               |                 |                  |                 |
| Phase 1 Improvement (50% of SLSP)  | \$ 4,000,000  | \$ 1,841,763.80 | \$ 1,834,686.14 | \$ 53,700.32  | \$ 262,210.36   | \$ 7,639.38      |                 |
|  |               | 46.04%          | 45.87%          | 1.34%         | 6.56%           | 0.19%            |                 |
| <b>Phase 2</b> SR 120 / Yosemite   |               |                 |                 |               |                 |                  |                 |
| Phase 2 Improvement (100% of SLSP)   | \$ 2,300,000  | \$ 1,059,014.18 | \$ 1,054,944.53 | \$ 30,877.69  | \$ 150,770.96   | \$ 4,392.64      |                 |
| Full Interchange   |               |                 |                 |               |                 |                  |                 |
| 2 (100% of relocate all WB ramps)  | \$ 19,000,000 | \$ 8,748,378.04 | \$ 8,714,759.16 | \$ 255,076.53 | \$ 1,245,499.23 | \$ 36,287.04     |                 |
| Total Interchange  | 54,378        | 830             | 1,045           | 151           | 516             | 37,119           | 14,717          |
|  |               | 1.53%           | 1.92%           | 0.28%         | 0.95%           | 68.26%           | 27.06%          |
|  |               | 2.09%           | 2.63%           | 0.38%         | 1.30%           | 93.59%           |                 |
| <b>3</b> I-5 / Lathrop Road Full Interchange (61% of \$33,000,000 = \$20,000,000)                                      | \$ 20,000,000 | \$ 418,547.19   | \$ 526,966.04   | \$ 76,145.33  | \$ 260,205.24   | \$ 18,718,136.20 |                 |
|  | 23,438        | 1,709           | 16,557          | 543           | 2,390           | 1,035            | 1,205           |
|  |               | 7.29%           | 70.64%          | 2.32%         | 10.20%          | 4.41%            | 5.14%           |
|  |               | 7.69%           | 74.47%          | 2.44%         | 10.75%          | 4.65%            |                 |
| 4 Yosemite Avenue - Segment 1 SR 120 to Yosemite Court Improvement Cost (100%)   | \$ 1,014,000  | \$ 77,942.11    | \$ 755,112.69   | \$ 24,764.52  | \$ 109,000.38   | \$ 47,180.29     |                 |
|  | 10,809        | 1,318           | 4,187           | 646           | 2,549           | 905              | 1,205           |
|  |               | 12.19%          | 38.74%          | 5.98%         | 23.58%          | 8.37%            | 11.14%          |
|  |               | 13.72%          | 43.59%          | 6.73%         | 26.54%          | 9.42%            |                 |
| 5 Yosemite Avenue - Segment 2 Yosemite Court to D'Arcy Parkway Improvement Cost (100%)                                 | \$ 1,449,000  | \$ 198,842.42   | \$ 631,679.21   | \$ 97,459.94  | \$ 384,559.43   | \$ 136,459.00    |                 |
|  | 9,235         | 1,193           | 3,962           | 689           | 1,396           | 791              | 1,205           |
|  |               | 12.92%          | 42.90%          | 7.46%         | 15.12%          | 8.56%            | 13.04%          |
|  |               | 14.86%          | 49.34%          | 8.58%         | 17.38%          | 9.84%            |                 |
| 6 Yosemite Avenue - Segment 3 D'Arcy Parkway to McKinley Avenue Improvement Cost (100%)                                | \$ 1,392,000  | \$ 206,793.60   | \$ 686,769.69   | \$ 119,430.67 | \$ 241,981.45   | \$ 137,024.59    |                 |
|  | 15,671        | 1,054           | 7,341           | 1,258         | 1,093           | 1,678            | 3,248           |
|  |               | 6.73%           | 46.84%          | 8.03%         | 6.97%           | 10.70%           | 20.72%          |
|  |               | 8.48%           | 59.09%          | 10.13%        | 8.80%           | 13.50%           |                 |
| 7 Yosemite Avenue - Segment 4 McKinley Avenue to UPRR Tracks Improvement Cost (100%)                                   | \$ 1,180,000  | \$ 100,110.27   | \$ 697,257.62   | \$ 119,486.46 | \$ 103,814.55   | \$ 159,331.11    |                 |
|  | 18,102        | 18,102          | -               | -             | -               | -                | -               |
|  |               | 100.00%         | 0.00%           | 0.00%         | 0.00%           | 0.00%            | 0.00%           |
|  |               | 100.00%         | 0.00%           | 0.00%         | 0.00%           | 0.00%            |                 |
| 8 Yosemite Avenue - Segment 5 SR 120 to SLSP Street A Improvement Cost (\$530,000) Developer Constructed               | \$ -          | \$ -            | \$ -            | \$ -          | \$ -            | \$ -             |                 |
|  | 43,828        | 1,709           | 36,947          | 543           | 2,390           | 1,120            | 1,120           |
|  |               | 7.29%           | 157.64%         | 2.32%         | 10.20%          | 3.78%            | 5.78%           |
|  |               | 4.00%           | 86.51%          | 1.27%         | 5.60%           | 2.62%            |                 |
| 9 Yosemite Avenue - Intersection 1 Yosemite Avenue / Yosemite Court Improvement Cost (100%)                            | \$ 600,000    | \$ 24,009.27    | \$ 519,058.27   | \$ 7,628.46   | \$ 33,576.45    | \$ 15,727.55     |                 |
|  | 20,044        | 2,511           | 8,149           | 1,335         | 3,945           | 1,695            | 2,409           |
|  |               | 12.53%          | 40.66%          | 6.66%         | 19.68%          | 8.46%            | 12.02%          |
|  |               | 14.24%          | 46.21%          | 7.57%         | 22.37%          | 9.61%            |                 |
| 10 Yosemite Avenue - Intersection 2 Yosemite Avenue / D'Arcy Parkway Improvement Cost (100%)                           | \$ 375,000    | \$ 53,395.24    | \$ 173,284.66   | \$ 28,388.15  | \$ 83,888.57    | \$ 36,043.38     |                 |
|  | 24,906        | 2,247           | 11,303          | 1,947         | 2,489           | 2,468            | 4,452           |
|  |               | 9.02%           | 45.38%          | 7.82%         | 9.99%           | 9.91%            | 17.88%          |
|  |               | 10.99%          | 55.26%          | 9.52%         | 12.17%          | 12.07%           |                 |
| 11 Yosemite Avenue - Intersection 3 Yosemite Avenue / McKinley Avenue Improvement Cost (100%)                          | \$ 675,000    | \$ 74,152.98    | \$ 373,008.95   | \$ 64,252.71  | \$ 82,139.19    | \$ 81,446.17     |                 |
|  | 26,380        | 26,380          | -               | -             | -               | -                | -               |
|  |               | 100.00%         | 0.00%           | 0.00%         | 0.00%           | 0.00%            | 0.00%           |
|  |               | 100.00%         | 0.00%           | 0.00%         | 0.00%           | 0.00%            |                 |
| 12 Yosemite Avenue - Intersection 4 Yosemite Avenue / SLSP Street A Improvement Cost (\$375,000) Developer Constructed | \$ -          | \$ -            | \$ -            | \$ -          | \$ -            | \$ -             |                 |
|  | 15,671        | 1,054           | 7,341           | 1,258         | 1,093           | 1,678            | 3,248           |
|  |               | 4.00%           | 29.47%          | 5.05%         | 4.39%           | 6.74%            | 13.04%          |
|  |               | 8.48%           | 59.09%          | 10.13%        | 8.80%           | 13.50%           |                 |
| 13 Yosemite Avenue At-Grade UPRR Crossing Improvement Cost (100%)  | \$ 600,000    | \$ 50,903.53    | \$ 354,537.77   | \$ 60,755.83  | \$ 52,787.06    | \$ 81,015.82     |                 |
|  | 11,110        | 4               | 7,899           | 1,731         | 284             | 316              | 876             |
|  |               | 0.04%           | 71.10%          | 15.58%        | 2.56%           | 2.84%            | 7.88%           |
|  |               | 0.04%           | 77.18%          | 16.91%        | 2.78%           | 3.09%            |                 |
| 14 McKinley Avenue - Segment 1 Yosemite Avenue to UPRR Crossing Improvement Cost (100%)                                | \$ 1,000,000  | \$ 390.85       | \$ 771,838.97   | \$ 169,142.08 | \$ 27,750.64    | \$ 30,877.47     |                 |
|  | 11,110        | 4               | 7,899           | 1,731         | 284             | 316              | 876             |
|  |               | 0.04%           | 71.10%          | 15.58%        | 2.56%           | 2.84%            | 7.88%           |
|  |               | 0.04%           | 77.18%          | 16.91%        | 2.78%           | 3.09%            |                 |
| 15 McKinley Avenue At-Grade UPRR Crossing Improvement Cost (100%)  | \$ 600,000    | \$ 234.51       | \$ 463,103.38   | \$ 101,485.25 | \$ 16,650.38    | \$ 18,526.48     |                 |
|  | 59,156        | 20              | 90              | 80            | 124             | 32,376           | 26,466          |
|  |               | 0.03%           | 0.15%           | 0.14%         | 0.21%           | 54.73%           | 44.74%          |
|  |               | 0.06%           | 0.28%           | 0.24%         | 0.38%           | 99.04%           |                 |
| 16 Lathrop Road / McKinley Avenue Improvement Cost (100%)  | \$ 500,000    | \$ 305.90       | \$ 1,376.57     | \$ 1,223.62   | \$ 1,896.60     | \$ 495,197.31    |                 |
|  | 62,387        | 168             | 2,529           | 5,850         | 716             | 29,683           | 23,441          |
|  |               | 0.27%           | 4.05%           | 9.38%         | 1.15%           | 47.58%           | 37.57%          |
|  |               | 0.43%           | 6.49%           | 15.02%        | 1.84%           | 76.22%           |                 |
| 17 Louise Avenue / McKinley Avenue Improvement Cost (100%)   | \$ 600,000    | \$ 2,588.20     | \$ 38,961.64    | \$ 90,124.79  | \$ 11,030.66    | \$ 457,294.72    |                 |
|  | 53,035        | 699             | 1,468           | 303           | 162             | 2,763            | 47,640          |
|  |               | 1.32%           | 2.77%           | 0.57%         | 0.31%           | 5.21%            | 89.83%          |
| 18 <sup>1</sup> Airport Way / Daniels Street Improvement Cost (100%)   | \$ 620,000    | \$ 8,171.58     | \$ 17,160.65    | \$ 3,539.91   | \$ 1,893.84     | \$ 32,304.29     | \$ 556,929.72   |
|  | 52,648        | 1,042           | 2,188           | 451           | 141             | 4,014            | 44,812          |
|  |               | 1.98%           | 4.16%           | 0.86%         | 0.27%           | 7.62%            | 85.12%          |
| 19 <sup>1</sup> Airport Way / WB SR 120 Ramps Improvement Cost (30%)   | \$ 4,950,000  | \$ 97,969.53    | \$ 205,739.89   | \$ 42,440.14  | \$ 13,256.91    | \$ 377,376.80    | \$ 4,213,216.73 |
|  | 49,904        | 979             | 2,056           | 424           | 194             | 3,836            | 42,415          |
|  |               | 1.96%           | 4.12%           | 0.85%         | 0.39%           | 7.69%            | 84.99%          |
| 20 <sup>1</sup> Airport Way / EB SR 120 Ramps Improvement Cost (30%)   | \$ 4,950,000  | \$ 97,107.45    | \$ 203,929.47   | \$ 42,066.68  | \$ 19,242.95    | \$ 380,463.88    | \$ 4,207,189.57 |

Footnote 1 - Although mitigation funds will be measured by the cost to mitigate the intersections listed above, the City may use those funds to improve intersections in Lath

Please note that these locations that are in the LGBPSP MMRP are not included in Table 1: a) Harlan Rd/Lathrop Rd; b) 5th St/Lathrop Rd;

c) I-5/Louise Ave interchange; and d) Howland Rd/Louise Ave

These four (4) locations will be added in a supplemental Table to be provided to the City of Lathrop

|  | SLSP          | LGBPSP        | MC            | Crossroads   | Other Lathrop |
|--|---------------|---------------|---------------|--------------|---------------|
| <b>Totals with Phase 1 Improvements</b>  |               |               |               |              |               |
| at SR 120 / Yosemite Interchange         | \$ 44,505,000 | \$ 3,253,228  | \$ 8,254,472  | \$ 1,102,035 | \$ 1,705,885  |
|  |               | 7.31%         | 18.55%        | 2.48%        | 3.83%         |
| <b>Totals with Phase 2 Improvements</b>  |               |               |               |              |               |
| at SR 120 / Yosemite Interchange         | \$ 46,805,000 | \$ 4,312,243  | \$ 9,309,416  | \$ 1,132,913 | \$ 1,856,656  |
|  |               | 9.69%         | 20.92%        | 2.55%        | 4.17%         |
| <b>Totals with Ultimate Improvements</b> |               |               |               |              |               |
| at SR 120 / Yosemite                     | \$ 65,805,000 | \$ 13,060,621 | \$ 18,024,175 | \$ 1,387,989 | \$ 3,102,155  |
|  |               | 19.85%        | 27.39%        | 2.11%        | 4.71%         |

**Table B - 2**  
**Water Facilities Cost**

| <b>Well 21 Phase 2B Improvements</b>      | <b>Quantity</b> | <b>Unit Cost</b> | <b>Total Estimated Cost</b> |
|---|-----------------|------------------|-----------------------------|
| <b>1 MG Storage Tank &amp; Foundation</b> | 1               | \$1,200,000      | \$1,200,000                 |
| <b>Booster Pump Station</b>               |                 |                  |                             |
| Mechanical Improvements                   |                 |                  |                             |
| Pump                                      | 4               | \$20,000         | \$80,000                    |
| Motor                                     | 4               | \$10,000         | \$40,000                    |
| Cans                                      | 4               | \$12,500         | \$50,000                    |
| Piping and Fittings                       | 1               | \$120,000        | \$120,000                   |
| Valves                                    | 12              | \$3,000          | \$36,000                    |
| Instrumentation                           | 1               | \$15,000         | \$15,000                    |
| Seals                                     | 4               | \$4,000          | \$16,000                    |
| Pedestals                                 | 4               | \$15,000         | \$60,000                    |
| Concrete Pad                              | 1               | \$30,000         | \$30,000                    |
| Shade Structure                           | 1               | \$30,000         | \$30,000                    |
| Electrical Improvements                   |                 |                  |                             |
| Starters (VFD)                            | 4               | \$20,000         | \$80,000                    |
| MCC                                       | 1               | \$250,000        | \$250,000                   |
| Modify Switchgear                         | 1               | \$150,000        | \$150,000                   |
| Transformer                               | 1               | \$50,000         | \$50,000                    |
| Genset                                    | 1               | \$250,000        | \$250,000                   |
| Conductors and Conduits                   | 1               | \$30,000         | \$30,000                    |
| <b>Subtotal Construction Costs</b>        |                 |                  | <b>\$2,487,000</b>          |
| Contingency                               |                 | 15.0%            | \$373,050                   |
| <b>Total Construction Costs</b>           |                 |                  | <b>\$2,860,050</b>          |
| <b>Soft Costs</b>                         |                 |                  |                             |
| Engineering, DDW Permitting               |                 | 8.0%             | \$228,804                   |
| Construction Management                   |                 | 8.0%             | \$228,804                   |
| O&M Plan for DDW Permitting               |                 |                  | \$2,500                     |
| <b>Total Soft Costs</b>                   |                 |                  | <b>\$460,108</b>            |
| <b>Total Project Costs</b>                |                 |                  | <b>\$3,320,158</b>          |

Source: MacKay & Somp; H2O Urban Solutions

**Table B - 3**  
**Storm Drainage Facilities Cost**

| <b>South Lathrop Outfall</b>                |             |                 |                  |                             |
|---|-------------|-----------------|------------------|-----------------------------|
| <b>Facilities Description</b>               | <b>Unit</b> | <b>Quantity</b> | <b>Unit Cost</b> | <b>Total Estimated Cost</b> |
| Site Clearing                               | Each        | 1               | \$10,000         | \$10,000                    |
| Excavation/Backfill/Hauling/Final Grading   | CY          | 4,200           | \$10             | \$42,000                    |
| Sheet Piles PCZ36 x 35 ft                   | LF          | 140             | \$1,500          | \$210,000                   |
| Dewatering                                  | Each        | 1               | \$50,000         | \$50,000                    |
| Silt Curtain                                | LF          | 140             | \$100            | \$14,000                    |
| Concrete Pad and Thrust Blocks              | CY          | 20              | \$800            | \$16,000                    |
| Storm Outfall Structure                     | CY          | 75              | \$1,000          | \$75,000                    |
| 36' Butterfly Valve in Valve Box            | Each        | 6               | \$28,000         | \$168,000                   |
| 8" Vent Pipe Galvanized Steel               | Each        | 6               | \$2,000          | \$12,000                    |
| 36" Tideflex Check Valves                   | Each        | 2               | \$18,000         | \$36,000                    |
| 36" Sch 30 Steel Pipe plus Fittings         | LF          | 1,200           | \$300            | \$360,000                   |
| Steel Pipe Manifold                         | Each        | 1               | \$3,000          | \$3,000                     |
| 18' - 24" Rip Rap Material and Installation | CY          | 900             | \$300            | \$270,000                   |
| 10" Minus Rip Rap Material and Installation | CY          | 150             | \$200            | \$30,000                    |
| Armoredflex Matt L-70                       | SF          | 1,250           | \$15             | \$18,750                    |
| Railings, Fence, and Bollards               | Each        | 1               | \$4,000          | \$4,000                     |
| Contractor Startup                          | Lump Sum    |                 |                  | \$5,000                     |
| <b>Subtotal Construction Costs</b>          |             |                 |                  | <b>\$1,323,750</b>          |
| Contingency                                 |             |                 | 10.0%            | \$132,375                   |
| <b>Total Construction Costs</b>             |             |                 |                  | <b>\$1,456,125</b>          |
| <b>Soft Costs</b>                           |             |                 | 20.0%            | <b>\$264,750</b>            |
| <b>Total Project Costs</b>                  |             |                 |                  | <b>\$1,720,875</b>          |

Source: MacKay & Soms

## ORDINANCE NO. 18-389

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP  
AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030 OF THE  
LATHROP MUNICIPAL CODE TO MODIFY A NO PARKING ZONE ON LATHROP  
ROAD BEGINNING AT THE WESTERLY RIGHT-OF-WAY OF INTERSTATE 5  
AND PROCEEDING APPROXIMATELY 8,300' EAST ON BOTH SIDES OF  
LATHROP ROAD TO THE EASTERN CITY LIMITS**

**WHEREAS**, staff has identified a potential modification to the City's designated No Parking areas; and

**WHEREAS**, the proposed ordinance amendment would meet the needs of the traveling public and is consistent with the intended and planned use of Lathrop Road; and

**WHEREAS**, California Vehicle Code Section 22507 and Chapter 10.24 of the Lathrop Municipal Code authorize the City Council to create parking zones with specific time limits in the City of Lathrop;

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

Section 1:

Section 10.24.030 is amended as follows:

| <b>Street</b>           | <b>Side</b>      | <b>Location</b>  |
|-------------------------|------------------|--|
| Lathrop Road            | Both             | Beginning at the centerline of Manthey Road then westerly to the centerline of Golden Valley Parkway.  |
| <del>Lathrop Road</del> | <del>Both</del>  | <del>Beginning at the westerly right-of-way of Interstate 5, thence running easterly to the centerline of Harlan Road, a distance of 600 feet, more or less.</del>                               |
| <del>Lathrop Road</del> | <del>North</del> | <del>Beginning at the westerly right-of-way of the Union Pacific Railroad, thence running westerly to the western property line of Woodfield Park, a distance of 2,050 feet, more or less.</del> |
| <b>Lathrop Road</b>     | <b>Both</b>      | <b>Beginning at the west right-of-way of Interstate 5, thence running easterly to the eastern city limit line, a distance of 8,300 feet, more or less</b>  |

Section 2. This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the city or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. - Severability. If any section, subsequent subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

Section 4. - Effective Date. This Ordinance shall take legal effect 30 days from and after the date of its passage.

Section 5. - Publication. Within fifteen days of the adoption of this Ordinance, the City Clerk shall cause a copy of this Ordinance, to be published in full accordance with Section 36933 of the Government Code.

**THIS ORDINANCE** was regularly introduced at a meeting of the City Council of the City of Lathrop on the 12<sup>th</sup> day of February 2018, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on 12<sup>th</sup> day of March 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 MANAGER'S REPORT  
MARCH 12, 2018 CITY COUNCIL REGULAR MEETING**

**ITEM:                                DECLARE CERTAIN VEHICLES AND EQUIPMENT  
SURPLUS PROPERTY AND AUTHORIZE THEIR  
DISPOSAL**

**RECOMMENDATION:    Adopt a Resolution Declaring Certain Vehicles and  
Equipment Surplus Property and Authorizing Their  
Disposal**

---

**SUMMARY:**

The City currently has one surplus vehicle, one flatbed trailer, and various furniture and equipment which have either reached their useful life, have been replaced, or the repair costs exceed their fair market value. Most of the items are currently being kept at the Corporation Yard taking up significant storage space. In order to clear out some space, staff recommends these items to be auctioned, donated to a non-profit organization, recycled with an approved agency, or discarded.

**BACKGROUND:**

Pursuant to the City's Surplus Policy, updated on December 1, 2014, by Resolution 14-3848, staff recommends that the items listed on Attachment "A" be declared surplus property in accordance with this policy. All of these items have reached their useful life, have been replaced, or the cost of repair exceeds their value. All of the listed items are ready to be declared as surplus property.

According to City policy, if the market value of the surplus items is greater than \$5,000, the Purchasing Officer shall present the listing of such assets to the City Council for action regarding their declaration as surplus. If the items are valued at less than \$5,000, City staff shall conduct a sale of the items. Per the policy the City Council shall decide the disposition of unsellable items. It has been determined that these items collectively could have a value greater than \$5,000 and some of the items may be unsellable.

Upon Council approval, vehicles will be sold at public auction by Nationwide Fleet Services pursuant to an existing contract and the remaining items will be either be donated to a non-profit organization, recycled with an approved agency, or discarded.

**REASON FOR RECOMMENDATION:**

Pursuant to City policy, at least once a year each Department Head shall conduct a review of inventory, goods and supplies utilized by that department and shall determine what items have become surplus. City staff has gathered a list of surplus items from all department's which are included in Attachment "A". These surplus assets have been reviewed and determined that their collective value could be greater

**CITY MANAGER'S REPORT**  
**MARCH 12, 2018 CITY COUNCIL REGULAR MEETING**  
**RESOLUTION DECLARING CERTAIN VEHICLES AND EQUIPMENT SURPLUS**  
**PROPERTY AND AUTHORIZING THEIR DISPOSAL**

**PAGE 2**

than \$5,000. Also, once the surplus items are discarded, it will help each department maintain storage space.

**FISCAL IMPACT:**

Any net revenues from the sale of these items will be returned to the City's general fund.

**ATTACHMENTS:**

- A. Surplus Inventory List
- B. Resolution declaring certain vehicles and equipment surplus property and authorizing their disposal

**CITY MANAGER'S REPORT**

**PAGE 3**

**MARCH 12, 2018 CITY COUNCIL REGULAR MEETING**

**RESOLUTION DECLARING CERTAIN VEHICLES AND EQUIPMENT SURPLUS  
PROPERTY AND AUTHORIZING THEIR DISPOSAL**

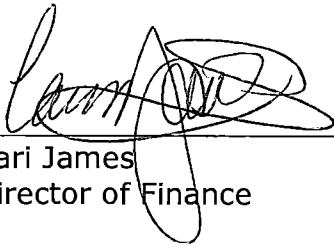
**APPROVALS:**



Tessie Monjes  
Management Analyst II

2-21-18

Date



Cari James  
Director of Finance

2/22/18

Date



Salvador Navarrete  
City Attorney

2-22-18

Date



Stephen Salvatore  
City Manager

2-23-18

Date

ATTACHMENT A  
Surplus Inventory List  
March 12, 2018

Surplus Type: **Vehicle/Other**

Surplus Reason Codes: **A**-No longer needed **B**-Reached useful life **C**-Replaced **D**-Cost to repair is higher than value **E**-Damaged/not working

| Surplus Reason Code | Description                 | Year/Make/Model     | Vin / Serial Number | Quantity | Dept. |
|---------------------|-----------------------------|---------------------|---------------------|----------|-------|
| B                   | Vehicle                     | 2011/Ford/Crown Vic | 2FABP7BV9BX119181   | 1        | LPS   |
| D                   | Flatbed Trailer             | 2001/Dargo          | 1D9BC18291M414137   | 1        | PW    |
| A                   | U.S. Explosives/Storage Box | 2004                |                     | 1        | LPS   |

Surplus Type: **Equipment**

Surplus Reason Codes: **A**-No longer needed **B**-Reached useful life **C**-Replaced **D**-Cost to repair is higher than value **E**-Damaged/not working

| Surplus Reason Code | Description                | Year/Make/Model           | Vin / Serial Number | Quantity | Dept |
|---------------------|----------------------------|---------------------------|---------------------|----------|------|
| D                   | 5 HP Compressor            | Baldor Motor/ CAT#M3218T  |                     | 1        | PW   |
| D                   | Hedgetrimmers              | Shindaiwa/ HT20-31        |                     | 1        | PW   |
| D                   | Chainsaw                   | Stihl/ 029                |                     | 1        | PW   |
| D                   | Soil compaction tool       | Wacker Jumping Jack/BS60Y |                     | 1        | PW   |
| D                   | Walk behind string trimmer | Ariens/ ST622             |                     | 1        | PW   |
| D                   | Walk behind string trimmer | Gravely/ 9416104          |                     | 1        | PW   |
| D                   | Walk behind mower          | Snapper/ EH18             |                     | 1        | PW   |
| D                   | 2.5HP air compressor       | Intersoll-Rand/ Rand 4000 |                     | 1        | PW   |

ATTACHMENT A  
Surplus Inventory List  
March 12, 2018

Surplus Type: **Electronic**

Surplus Reason Codes: **A**-No longer needed **B**-Reached useful life **C**-Replaced **D**-Cost to repair is higher than value **E**-Damaged/not working

| Surplus Reason Code | Description               | Year/Make/Model | Vin / Serial Number | Quantity | Dept  |
|---------------------|---------------------------|-----------------|---------------------|----------|-------|
| B                   | Television                | 2004/Sanyo      |                     | 1        | LPS   |
| B                   | Camcorder                 | 1996/Sony       | 236226              | 1        | LPS   |
| B                   | Camera                    | 1996/Olympus    | 1986335             | 1        | LPS   |
| E                   | Passport camera equipment | Circa 2006/Sony | 107839              | 1        | CM/CC |

Surplus Type: **Furniture**

Surplus Reason Codes: **A**-No longer needed **B**-Reached useful life **C**-Replaced **D**-Cost to repair is higher than value **E**-Damaged/not working

| Surplus Reason Code | Description                    | Year/Make/Model      | Vin / Serial Number | Quantity | Dept  |
|---------------------|--------------------------------|----------------------|---------------------|----------|-------|
| A                   | File cabinet – 2 drawers       |                      |                     | 1        | ADMIN |
| A                   | Folding chair rack - metal     |                      |                     | 2        | PW    |
| A                   | Folding chairs - metal         |                      |                     | 25       | PW    |
| A                   | Table - drafting               |                      |                     | 1        | PW    |
| A                   | Hutch - cherry wood            |                      |                     | 1        | PW    |
| A                   | Desk – L-shaped/cherry wood    |                      |                     | 1        | PW    |
| A                   | Bookcase – 5 shelf/cherry wood |                      |                     | 2        | PW    |
| A                   | Bookcase – 2 shelf/cherry wood |                      |                     | 1        | PW    |
| A                   | Cherry wood two drawer PED     | Small filing cabinet |                     | 2        | PW    |
| A                   | Small wooden cubbies           |                      |                     | 4        | PW    |

Surplus Type: **Furniture Continued**

ATTACHMENT A  
Surplus Inventory List  
March 12, 2018

Surplus Reason Codes: A-No longer needed B-Reached useful life C-Replaced D-Cost to repair is higher than value E-Damaged/not working

| Surplus Reason Code | Description                  | Year/Make/Model      | Vin / Serial Number | Quantity | Dept  |
|---------------------|------------------------------|----------------------|---------------------|----------|-------|
| B                   | Bookcase                     |                      |                     | 7        | CA    |
| B                   | File cabinet - wood          |                      |                     | 1        | CA    |
| B/C                 | Desk - faux wood             | Pre 2005             |                     | 2        | CM/CC |
| B/C                 | Bookcase-4 shelves           | Pre 2005             |                     | 5        | CM/CC |
| B/C                 | Bookcase-2 shelves           | Pre 2005             |                     | 1        | CM/CC |
| B/C                 | Filing cabinet – 2 drawers   | Pre 2005             |                     | 2        | CM/CC |
| A                   | File cabinet – metal/lateral |                      |                     | 6        | PW    |
| A                   | Chairs – rolling office      |                      |                     | 3        | PW    |
| B                   | Chairs – conference room     | 2005                 |                     | 5        | LPS   |
| A                   | Table – cherry wood/round    |                      |                     | 1        | PW    |
| A                   | Rolling metal – PED          | Small filing cabinet |                     | 10       | PW    |
| E                   | Chair – task                 | 2000                 |                     | 1        | LPS   |
| B                   | Desk unit                    |                      |                     | 2        | CA    |

**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
DECLARING CERTAIN VEHICLES AND EQUIPMENT SURPLUS PROPERTY AND  
AUTHORIZING THEIR DISPOSAL**

**WHEREAS**, the City of Lathrop has a policy that allows for the disposal of equipment and inventory with City Council approval; and

**WHEREAS**, the City has surplus vehicles and equipment, which have reached their useful life, are inoperable, or the cost of repairs exceed their value; and

**WHEREAS**, the City Council has reviewed the list of surplus items in which are to be auctioned, donated to a non-profit organization, recycled, or discarded; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council declares the items, as listed in Attachment "A", to be surplus property and authorizes the City Manager to dispose of the surplus equipment and inventory.

The foregoing resolution was passed and adopted this 12<sup>th</sup> day of March, 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 A

Surplus Type: Vehicle/Other

| Description                 | Year/Make/Model     | Vin / Serial Number | Quantity |
|-----------------------------|---------------------|---------------------|----------|
| Vehicle                     | 2011/Ford/Crown Vic | 2FABP7BV9BX119181   | 1        |
| Flatbed Trailer             | 2001/Dargo          | ID9BC18291M414137   | 1        |
| U.S. Explosives/Storage Box | 2004                |                     | 1        |

Surplus Type: Equipment

| Description                | Year/Make/Model           | Vin / Serial Number | Quantity |
|----------------------------|---------------------------|---------------------|----------|
| 5 HP Compressor            | Baldor Motor/ CAT#M3218T  |                     | 1        |
| Hedge trimmers             | Shindaiwa/ HT20-31        |                     | 1        |
| Chainsaw                   | Stihl/ 029                |                     | 1        |
| Soil compaction tool       | Wacker jumping jack/BS60Y |                     | 1        |
| Walk behind string trimmer | Ariens/ ST622             |                     | 1        |
| Walk behind string trimmer | Gravely/ 9416104          |                     | 1        |
| Walk behind mower          | Snapper/ EH18             |                     | 1        |
| 2.5HP air compressor       | Intersoll-Rand/ Rand 4000 |                     | 1        |

Surplus Type: Electronic

| Description               | Year/Make/Model | Vin / Serial Number | Quantity |
|---------------------------|-----------------|---------------------|----------|
| Television                | 2004/Sanyo      |                     | 1        |
| Camcorder                 | 1996/Sony       | 236226              | 1        |
| Camera                    | 1996/Olympus    | 1986335             | 1        |
| Passport camera equipment | Circa 2006/Sony | 107839              | 1        |



**Surplus Type: Furniture**

| <b>Description</b>             | <b>Year/Make/Model</b> | <b>Vin / Serial Number</b> | <b>Quantity</b> |
|--------------------------------|------------------------|----------------------------|-----------------|
| File cabinet – 2 drawers       |                        |                            | 1               |
| Folding chair rack - metal     |                        |                            | 2               |
| Folding chairs - metal         |                        |                            | 25              |
| Table - drafting               |                        |                            | 1               |
| Hutch - cherry wood            |                        |                            | 1               |
| Desk – L-shaped/cherry wood    |                        |                            | 1               |
| Bookcase – 5 shelf/cherry wood |                        |                            | 2               |
| Bookcase – 2 shelf/cherry wood |                        |                            | 1               |
| Cherry wood two drawer PED     | Small filing cabinet   |                            | 2               |
| Small wooden cubbies           |                        |                            | 4               |
| Bookcase                       |                        |                            | 7               |
| File cabinet - wood            |                        |                            | 1               |
| Desk - faux wood               | Pre 2005               |                            | 2               |
| Bookcase-4 shelves             | Pre 2005               |                            | 5               |
| Bookcase-2 shelves             | Pre 2005               |                            | 1               |
| Filing cabinet – 2 drawers     | Pre 2005               |                            | 2               |
| File cabinet – metal/lateral   |                        |                            | 6               |
| Chairs – rolling office        |                        |                            | 3               |
| Chairs – conference room       | 2005                   |                            | 5               |
| Table – cherry wood/round      |                        |                            | 1               |
| Rolling metal – PED            | Small filing cabinet   |                            | 10              |
| Chair – task                   | 2000                   |                            | 1               |
| Desk unit                      |                        |                            | 2               |

**PAGE LEFT  
INTENTIONALLY  
BLANK**

**CITY MANAGER'S REPORT  
MARCH 12, 2018, CITY COUNCIL REGULAR MEETING**

**ITEM:** **APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 34 LOTS IN TRACT 3830 VILLAGE "H" WITHIN EAST VILLAGE OF RIVER ISLANDS**

**RECOMMENDATION:** **Adopt Resolution Approving Final Map for Tract 3830 Village "H" within East Village, Totaling 34 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 (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 Community South River Bend (CSRB) neighborhood.

The City approved the first final map for Village H on November 7, 2016 (Tract 3829). This proposed Final Map Tract 3830 is the second final map within the Village H area, which will include (34) 48'x90' residential lots. Tract 3830 is the second phase for Kiper Homes for Village H. Kiper an existing River Islands builder, currently developing the 360 Lakeside neighborhood in the CSRB area (Village G), as well as Tract 3829 (Beacon Bay). A Vicinity map, is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map 3830 and a Subdivision Improvement Agreement (Attachment "C") with River Islands Development, LLC.

**BACKGROUND:**

The land for Tract 3830 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 3830, as proposed by River Islands Development, LLC ("River Islands") as the subdivider, is in compliance with the most current conditions of approval.

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 associated with the final map. Improvements for Tract 3830 and the balance of the Village H area are substantially complete; however, there are a few items that are not yet finished. As a result, security (performance bonds) were posted with the approval of the Tract 3829 final map for all of Village H.

**MARCH 12, 2018, CITY COUNCIL REGULAR MEETING****A SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3830, 34 SINGLE FAMILY RESIDENTIAL LOTS (RIVER ISLANDS)**

The SIA for Tract 3830 restates the obligations contained in the Tract 3829 SIA, since the bonds posted with Tract 3829 remain valid and in full force and effect. 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 3830 will not trigger any additional off-site improvements and the Off-site Agreement will apply to Tract 3830 as it has to all previous final maps with no additional security for off-site improvements.

Other Final Maps previously recorded within the East Village District have dedicated public rights of way that provide access to the Tract 3830 area. This included the extension of Marina Drive west of Somerston Parkway that was dedicated with the final map for Tract 3829 which provides direct access to the neighborhood. Finally, maintenance bonds associated with the public streets, utilities, landscaping and other public improvements will be posted by River Islands as required by the City's subdivision ordinance after acceptance of the public improvements by the City.

On March 27, 2007, the City Council approved VTM 3694 and amended VTM 3694 on June 1, 2015, with updated conditions of approval. Tract 3829 as proposed by River Islands Development, LLC ("River Islands"), as the subdivider, is in compliance with the most current conditions of approval.

River Islands has paid all appropriate fees and completed some of the required public improvements. Completion of off-site improvements that were required to serve the CSRB area were guaranteed in the Off-Site Agreement approved by City Council on September 30, 2013. Performance and Labor/Materials Bonds were provided to guarantee completion of these improvements. Additional guarantees for unfinished work at the time of the final map approval has been posted for the project as required by the City's subdivision ordinance and the Subdivision Map Act.

**REASON FOR RECOMMENDATION:**

The applicant has substantially completed the street and utility improvements with the entirety of Village H, which includes associated tracts and will have the improvements completed prior to the issuance of the first production home building final permit in Tract 3830. Prior to acceptance of public improvements within Tracts 3829, 3830 and adjacent Tract 3903, River Islands shall provide a 10% maintenance bond to guarantee the full improvements (completed and uncompleted) for one year. River Islands has provided the tract map, the tract improvement plans, all required documents and all fees for Tract 3830, as required in VTM 3694 conditions of approval including but not limited to;

**MARCH 12, 2018, CITY COUNCIL REGULAR MEETING****A SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3830, 34 SINGLE FAMILY RESIDENTIAL LOTS (RIVER ISLANDS)**

| <b>Documents</b>   | <b>Status</b> |
|--|---------------|
| 1. Final Map ready for signature   | Completed     |
| 2. Subdivision Improvement Agreement   | Completed     |
| 3. Performance Bonds – Uncompleted Landscaping and Miscellaneous Improvements, provide with Final Map 3829   | Completed     |
| 4. Labor and Material Bonds – Uncompleted Landscaping and Miscellaneous Improvements, provide with Final Map 3829  | 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 <sup>rd</sup> Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency maintenance | Completed     |
| 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 Guarantee of Title   | Completed     |
| 14. Escrow Instructions  | Completed     |

| <b>Fees</b>  | <b>Status</b>        |
|--|----------------------|
| 1. Final Map plan check fee                        | Paid                 |
| 2. Improvement Plans - Plan check, Inspection fees | Paid                 |
| 3. Record retention fee                            | Paid                 |
| 4. 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.

**MARCH 12, 2018, CITY COUNCIL REGULAR MEETING****A SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3830, 34 SINGLE FAMILY RESIDENTIAL LOTS (RIVER ISLANDS)**

Extensive off-site improvements to serve this Tract 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, River Islands must also satisfy the Escrow Instructions (Attachment D) that guarantee all required payments to the Sierra Club are made, under the terms of the 3<sup>rd</sup> 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. River Islands is also providing funds necessary to defray any staff time required to process their request.

**ATTACHMENTS:**

- A. Resolution Approving Final Map for Tract 3830 Village "H" within East Village District, Totaling 34 Single Family Lots and Subdivision Improvement Agreement with River Islands Development, LLC
- B. Tract 3830 Village "H" Vicinity Map
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands (Community South River Bend) River Islands Development, LLC, a California Limited Liability Company, for Tract 3830 Village "H" within East Village
- D. Escrow Instructions for Final Map Tract 3830 Village "H"

**CITY MANAGER'S REPORT**  
**MARCH 12, 2018, CITY COUNCIL REGULAR MEETING**  
**A SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3830, 34 SINGLE**  
**FAMILY RESIDENTIAL LOTS (RIVER ISLANDS)**

Page 5

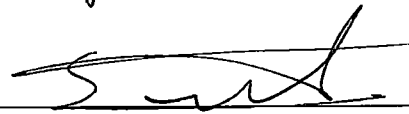
**APPROVALS:**

  
\_\_\_\_\_  
Glenn Gebhardt  
City Engineer


2-26-18  
Date

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

2/27/18  
Date

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

2-26-18  
Date

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

2-28-18  
Date

## **RESOLUTION NO. 18-**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A FINAL MAP FOR TRACT 3830 IN VILLAGE "H", TOTALING 34 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 (VTM) No. 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 3830, the proposed subdivision, is part of the East Village District of River Islands as described in the UDC, consisting of 34 lots covered by VTM No. 3694, located on the west side of the San Joaquin River, north of Union Pacific Railroad; and

**WHEREAS**, in its review of all tracts within Village H, including Tract 3830, the Stewart Tract Design Review Committee recommended approval of Tract 3830 on October 24, 2016; and

**WHEREAS**, River Islands Development, LLC, has completed or has guaranteed completion of all public improvements on Tract Map 3830, 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 River Islands Development, LLC, and provision of security by River Islands Development, LLC, 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 River Islands Development, LLC, 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 River Islands Development, LLC, 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 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**, City staff has confirmed that all Conditions of Approval of VTM 3694 required for approval of Final Map 3830 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 3830 is substantially the same as it appeared on VTM No. 3694, is technically correct, and complies with the requirements of the Subdivision Map Act and Lathrop Municipal Code, Chapter 16.16; and

**WHEREAS**, River Islands Development, LLC, will satisfy the escrow requirements to fund the Settlement Fee prior to recordation of the Final Map for Tract 3830; 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 that makes and accepts the following actions:

1. That the Final Map for Tract 3830 Village "H" is hereby approved as submitted as part of the public record as has been filed with the City Clerk.
2. That the City Manager, or his designee, is authorized to execute and file with the City Clerk a Subdivision Improvement Agreement with River Islands Development, LLC, in substantially the form as attached to the March 12, 2018 staff report.

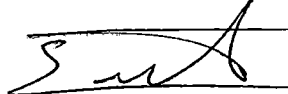
**PASSED AND ADOPTED** by the City Council of the City of Lathrop this \_\_\_\_ day of March, 2018, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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

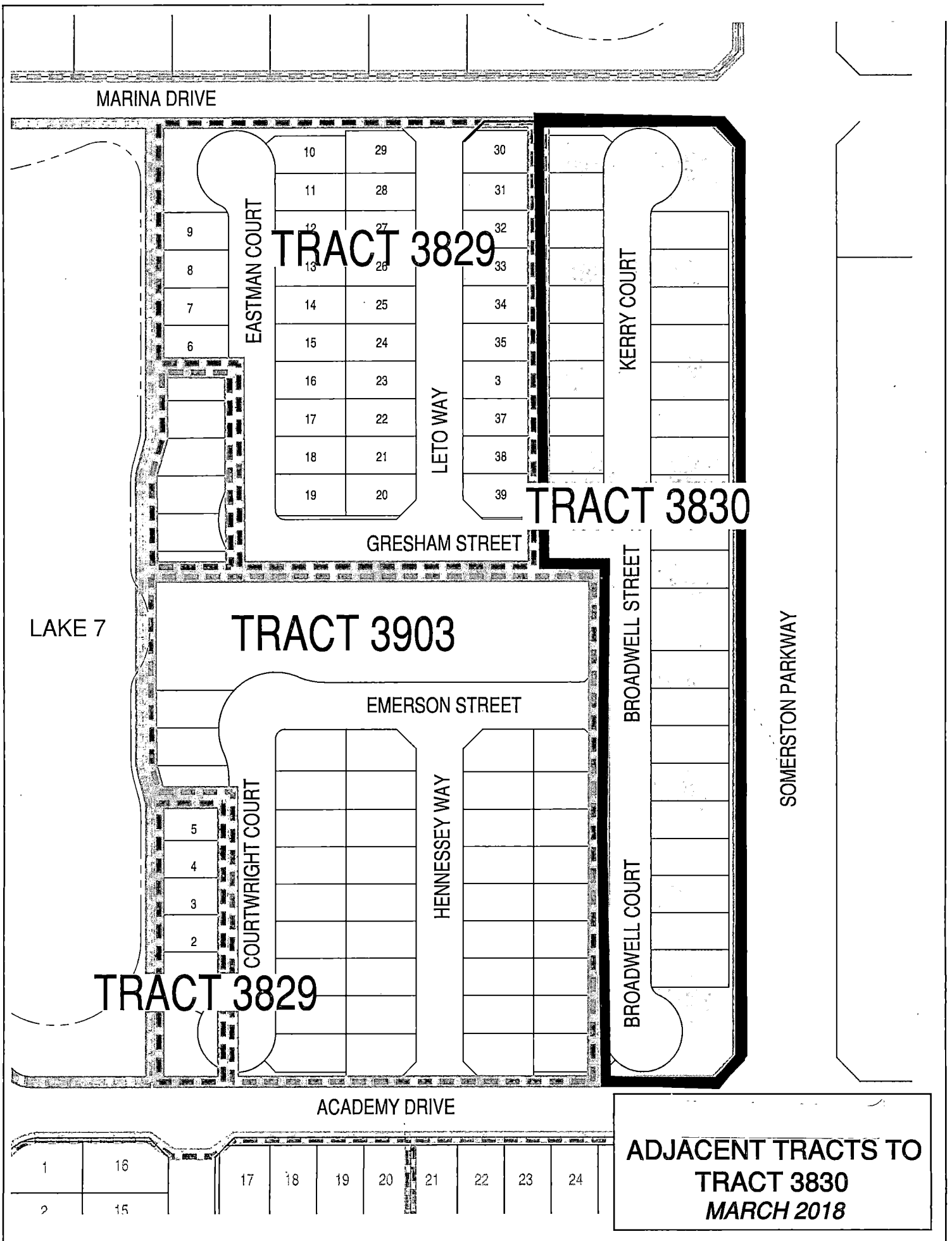
**ATTEST:**

**APPROVED AS TO FORM:**



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

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



**SUBDIVISION IMPROVEMENT AGREEMENT**  
**BETWEEN THE CITY OF LATHROP AND**  
**RIVER ISLANDS (COMMUNITY SOUTH RIVER BEND) RIVER ISLANDS**  
**DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY FOR**  
**TRACT 3830 VILLAGE "H", 34 RESIDENTIAL LOTS**

---

**RECITALS**

A. This Agreement is made and entered into this **12<sup>th</sup> day of March, 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 September 30, 2013, meeting, the City Council approved an Irrevocable Offer of Dedication of Easement for Roadway Purposes and approved an Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements for certain backbone roads and improvements, including Lakeside Drive that provides initial public right of way access to Tract 3873, as well as other tracts within the Community at South River Bend neighborhood which connects to the East Village neighborhood.

C. 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 3830. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tracts 3830 and the adjacent tracts of 3829 and 3903 as part of the Village H area of the East Village District of River Islands. The unfinished portion of improvements total \$370,400 and both performance and labor and materials (payment) bonds as required by the Lathrop Subdivision Ordinance and the Subdivision Map Act will remain posted as outlined in this Tract 3830 Subdivision Improvement Agreement.

D. At its September 30, 2013, meeting, the City Council approved an Irrevocable Offer of Dedication of Easement for Roadway Purposes and approved an Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements for certain backbone roads and improvements, including Lakeside Drive that provides indirect public right of way access to Tract 3830, along with other segments of right of way associated with tracts previously filed adjacent to Tract 3830. Tract 3830 Final Map shall dedicate those roads not dedicated with previous tracts in the East Village District and not covered by the Irrevocable Offer of Dedication for Easement for Roadway Purposes for streets serving as access to Tract 3873.

E. SUDVIDER along with other required infrastructure for Tracts 3829 and 3903. Improvement plans and street light plans prepared by O'Dell Engineering, Inc., have already been approved by City. The street, sidewalk, underground utility, storm drainage, street light and joint trench improvements (hereinafter "Improvements") have been only partially constructed as part of the required infrastructure for Tracts 3829, Tract 3830 and adjacent Tract 3903 and the security as outlined in this Agreement is required to remain in place.

---

**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 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 the CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.
2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the first dwelling unit constructed in Tract 3830 that is conveyed to a private interest not associated with the transfer of title of Tract 3830 associated with the filing of Tract 3830 or prior to the completion and occupancy of the first production dwelling unit associated with Tract 3903, 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 agents shall, at any time during the progress of the Improvements, have free access thereto and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.
4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.
5. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.
6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in

compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As previously required by the Subdivision Improvement Agreement for Tract 3829, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Maintenance Bond in the amount of \$37,040 equal to 10% of the estimated cost of the Improvements for the entire area (\$370,400), 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 (1) 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 Tract 3830 and are associated with adjacent tracts 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:

a. 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, repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by CITY in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER.

In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith.

9. Because the Improvements are partially complete, SUBDIVIDER posted Performance and Labor & Materials bonds to guarantee the deferred and unfinished improvements associated with Tracts 3829, 3830 and 3903 as included and described in Exhibit E of this Agreement. The amount of the performance bond previously posted is equal to 120% of the amount of unfinished and deferred improvements as shown in Exhibit E ( $\$370,400 \times 120\% = \$444,480$  – performance bond amount) as indicated in Recital C. The corresponding labor and materials bond posted was equal to 50% of the performance bond amount ( $\$444,480 \times 50\% = \$222,240$ ) also as indicated in Recital C. Further, SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit C attached hereto and incorporated herein with a new certificate of insurance required for Tract 3830.

10. Any alterations made to the plans and specifications, which are a part of this Agreement, or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part hereof. The above referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.

11. Neither CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER and/or SUBDIVIDER'S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

12. Neither CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER or to any person, entity or organization for any injury or damage that may result to any person or property by or from any cause in, on or about the subdivision of all or any part of the land covered by this Agreement.

13. SUBDIVIDER hereby agrees to and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively "Indemnitees") harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors or by any one or more persons directly or indirectly employed by or acting as agent for SUBDIVIDER or any of SUBDIVIDER'S contractors or subcontractors. SUBDIVIDER shall at its own cost and expense defend any and all actions, suits or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings resulting from or alleged to have resulted from SUBDIVIDER'S performance or non-performance of its duties and obligations under this Agreement or from the negligent act or omission of itself, its agents, contractors, representatives, servants or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any

plan or specification in connection with this work or subdivision whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not and shall not waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered or alleged to have been suffered by reason of any of the aforesaid operations referred to in this paragraph regardless of whether or not CITY has prepared, supplied or approved of plans and/or specifications for the subdivision.

14. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents, contractors or subcontractors are or shall be considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.

15. Prior to acceptance of the Improvements by the City Council, SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements and maintaining safety at the project site. SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied, all outstanding fees and charges have been paid and the City Council has accepted the Improvements as complete. CITY and SUBDIVIDER have formed Community Facilities Districts ("CFD") to finance maintenance and improvements. CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.

16. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by CITY to the end of the fiscal year or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.

17. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by CITY.

18. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER and any heirs, successors, executors, administrators and assignees of SUBDIVIDER and shall be jointly and severally liable hereunder.

19. SUBDIVIDER shall, at SUBDIVIDER'S expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, SUBDIVIDER shall obtain a City of Lathrop Business License. SUBDIVIDER shall comply with all local, state and federal laws whether or not said laws are expressly stated in this Agreement.

20. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 3830.

21. The following miscellaneous provisions are applicable to this Agreement:

a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.

b. Definitions. The definitions and terms are as defined in this Agreement.

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

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

e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

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

g. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

h. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

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

J Venue. In the event either party brings suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.



**ATTACHMENTS:**

EXHIBIT A FINAL MAP - TRACT 3830  
EXHIBIT B ADJACENT TRACTS TO THE TRACT 3830 AREA  
EXHIBIT C: CITY INSURANCE REQUIREMENTS  
EXHIBIT D: COHEN/PARADISE/STEWART REHABILITATION MAP  
EXHIBIT E: UNFINISHED AND DEFERRED IMPROVEMENT COST ESTIMATE  
EXHIBIT F: UTILITY CAPACITY GUARANTEES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_th day  
of **March, 2018**, at Lathrop, California.

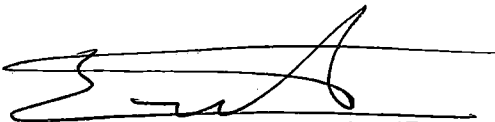
**ATTEST: TERESA VARGAS**  
City Clerk of and for the City  
of Lathrop, State of California

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

BY: \_\_\_\_\_  
Teresa Vargas  
City Clerk

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

**APPROVED AS TO FORM**

BY:   
Salvador Navarrete  
City Attorney

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

BY: \_\_\_\_\_  
Susan Dell'Osso, President  
"SUBDIVIDER"

**EXHIBIT A**

**FINAL MAP - TRACT 3830**

## 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 3830, RIVER ISLANDS, PHASE 1B, VILLAGE H", CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE 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 BROADWELL COURT AND KERRY 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, IN FEE, PARCELS A, B, D, AND F, FOR OPEN SPACE PURPOSES, INCLUDING PUBLIC UTILITIES, 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 PARK PURPOSES, 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 E FOR OPEN SPACE PURPOSES, INCLUDING PUBLIC UTILITIES AND SANITARY SEWER FACILITIES, 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 LOT 5 ALONG THE LOT LINE AS INDICATED BY THE SYMBOL // as shown on this final map.

THE UNDERSIGNED DOES HEREBY RESERVE PARCEL 1 FOR FUTURE DEVELOPMENT.

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

BY: \_\_\_\_\_  
NAME: SUSAN DELL'OSSO  
ITS: PRESIDENT  
DATE: \_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

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: \_\_\_\_\_

## 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 3830, RIVER ISLANDS, PHASE 1B, VILLAGE H", CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, 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, PARCELS A THROUGH F, AND THE RELINQUISHMENT OF ACCESS RIGHTS TO LOT 5 ALONG THE LOT LINE AS INDICATED BY THE SYMBOL //, AND REJECTED THE OFFER OF DEDICATION OF ALL ROADWAYS AS SHOWN ON SAID MAP UNTIL THEIR IMPROVEMENTS HAVE BEEN 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

## TRACT 3830 RIVER ISLANDS - PHASE 1B VILLAGE H

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 3829 (42 MAP 71)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
FEBRUARY 2018



## 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 \_\_\_\_\_, 2017, 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: \_\_\_\_\_

## 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.

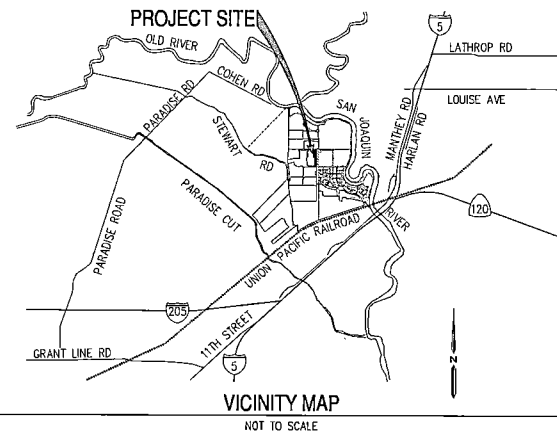
STATE OF CALIFORNIA }  
COUNTY OF SAN JOAQUIN }

ON \_\_\_\_\_, 2017, 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 \_\_\_\_\_, 2017.

REBECCA SCHMIDT, COMMUNITY DEVELOPMENT DIRECTOR  
CITY OF LATHROP

## CITY ENGINEER'S STATEMENT

I, GLENN GEBHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3830, RIVER ISLANDS, PHASE 1B, VILLAGE H", 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 \_\_\_\_\_, 2017.

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



## RECORDER'S STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, AT \_\_\_\_\_ M.  
IN BOOK \_\_\_\_\_ OF MAPS AND PLATS, AT PAGE \_\_\_\_\_, AT THE REQUEST OF  
OLD REPUBLIC TITLE COMPANY.

FEES: \$ \_\_\_\_\_

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

BY: \_\_\_\_\_  
ASSISTANT/DEPUTY RECORDER

## NOTES

- RIGHT TO FARM STATEMENT:  
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.4804, 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 1, LATHROP, CALIFORNIA", REFERENCED AS PROJECT NO. 5044.5.001.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENGeo, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
- "TRACT 3830, RIVER ISLANDS, PHASE 1B, VILLAGE H", CONTAINS: 34 RESIDENTIAL LOTS, AND 6 LETTERED PARCELS, CONTAINING 5.91 ACRES, MORE OR LESS, INCLUDING ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP; AND PARCEL 1 CONTAINING 1.84 ACRES, MORE OR LESS, ALL AS SHOWN ON SHEETS 6 THROUGH 8 HEREIN. (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW):

| TRACT 3830 AREA SUMMARY  |          |
|--|----------|
| 34 RESIDENTIAL LOTS,<br>PARCELS A THROUGH F, AND<br>STREET DEDICATIONS | 5.91 AC± |
| PARCEL 1; RESERVED FOR FUTURE<br>DEVELOPMENT                           | 1.84 AC± |
| TOTAL  | 7.75 AC± |

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT ORDER NUMBER 1211043XXX-KS (VERSION X), DATED XX XX, 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 3830, RIVER ISLANDS, PHASE 1B, VILLAGE H", 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, 2016. 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, 2020, 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



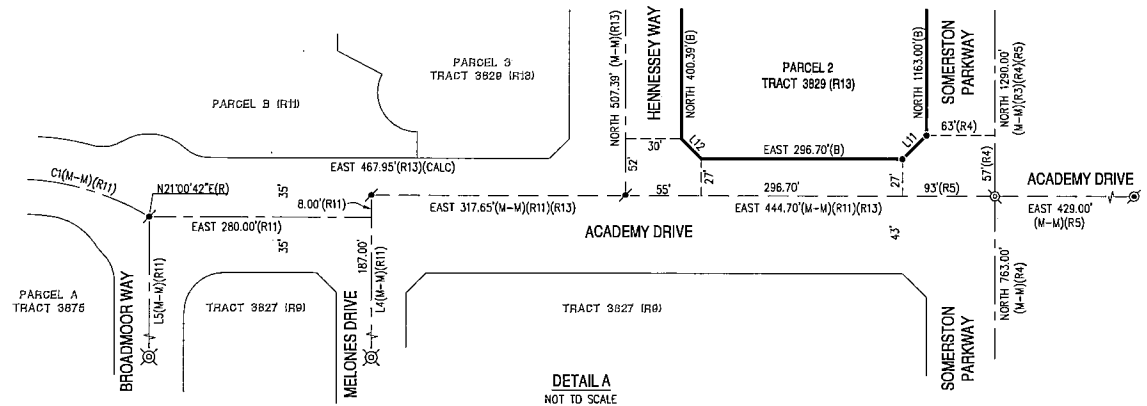
## SIGNATURE OMISSIONS

- PURSUANT TO SECTION 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.
  - PUBLIC UTILITY EASEMENT PER TRACT 3829 (42 MAP 71) IN FAVOR OF THE CITY OF LATHROP, S.J.C.R.

## TRACT 3830 RIVER ISLANDS - PHASE 1B VILLAGE H

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 3829 (42 MAP 71)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
FEBRUARY 2018

**O'DELL**  
ENGINEERING



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 2 THROUGH 4 ONLY

| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE #     | DIRECTION   | LENGTH  |
| L1         | EAST        | 444.70' |
| L2         | EAST        | 317.65' |
| L3         | EAST        | 280.00' |
| L4         | NORTH       | 195.00' |
| L5         | NORTH       | 562.00' |
| L6         | EAST        | 93.00'  |
| L7         | EAST        | 351.70' |
| L8         | EAST        | 644.60' |
| L9         | EAST        | 412.02' |
| L10        | EAST        | 675.00' |
| L11        | N45°00'00"E | 42.43'  |

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE #     | DIRECTION   | LENGTH |
| L12        | N45°00'00"W | 35.36' |
| L13        | N15°09'15"E | 49.73' |

| CURVE TABLE |         |            |
|-------------|---------|------------|
| CURVE #     | RADIUS  | DELTA      |
| C1          | 350.00' | 38°15'51"  |
| C2          | 73.00'  | 136°30'43" |
| C3          | 73.00'  | 80°03'58"  |
| C4          | 73.00'  | 56°26'45"  |
| C5          | 87.00'  | 23°15'22"  |

## REFERENCES

- (R1) 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)
- (R2) GRANT DEED RECORDED APRIL 24, 2015, AS D.N. 2015-046193, S.J.C.R.
- (R3) TRACT 3704, FILED DECEMBER 20, 2013, IN BOOK 42 OF MAPS AND PLATS, PAGE 4, S.J.C.R. (42 M&P 4)
- (R4) TRACT 3795, FILED FEBRUARY 27, 2015, IN BOOK 42 OF MAPS AND PLATS, PAGE 30, S.J.C.R. (42 M&P 30)
- (R5) TRACT 3791, FILED MAY 8, 2015, IN BOOK 42 OF MAPS AND PLATS, PAGE 36, S.J.C.R. (42 M&P 36)
- (R6) GRANT DEED RECORDED MARCH 30, 2001, AS D.N. 2001-046177, S.J.C.R.
- (R7) TRACT 3876, FILED MARCH 31, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 56, S.J.C.R. (42 M&P 56)
- (R8) TRACT 3873, FILED APRIL 15, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 58, S.J.C.R. (42 M&P 58)
- (R9) TRACT 3827, FILED MAY 24, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 61, S.J.C.R. (42 M&P 61); CERTIFICATE OF CORRECTIONS RECORDED JUNE 20, 2016, AS DOCUMENT NUMBER 2016-073134, AND RECORDED AUGUST 5, 2016, AS DOCUMENT NUMBER 2016-091263, S.J.C.R.
- (R10) TRACT 3828, FILED AUGUST 24, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 65, S.J.C.R. (42 M&P 65); CERTIFICATE OF CORRECTION RECORDED AUGUST 31, 2016, AS DOCUMENT NUMBER 2016-102979, S.J.C.R.
- (R11) TRACT 3832, FILED AUGUST 24, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 66, S.J.C.R. (42 M&P 66)
- (R12) TRACT 3834, FILED DECEMBER 21, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 72, S.J.C.R. (42 M&P 72)
- (R13) TRACT 3829, FILED DECEMBER 21, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 71, S.J.C.R. (42 M&P 71)
- (R14) TRACT 3895, FILED JUNE 20, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 89, S.J.C.R. (42 M&P 89)

## 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 HEREON ARE GROUND DISTANCES.

## NOTES

SEE SHEET 2 FOR ADDITIONAL NOTES, AND FOR THE LINE TABLE AND CURVE TABLE OF COURSES SHOWN ON SHEETS 2 THROUGH 4 ONLY.

## EASEMENTS

- (1) PUBLIC UTILITY EASEMENT PER TRACT 3829 (42 M&P 71), S.J.C.R.

# TRACT 3830 RIVER ISLANDS - PHASE 1B VILLAGE H

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 3829 (42 M&P 71)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
FEBRUARY 2018

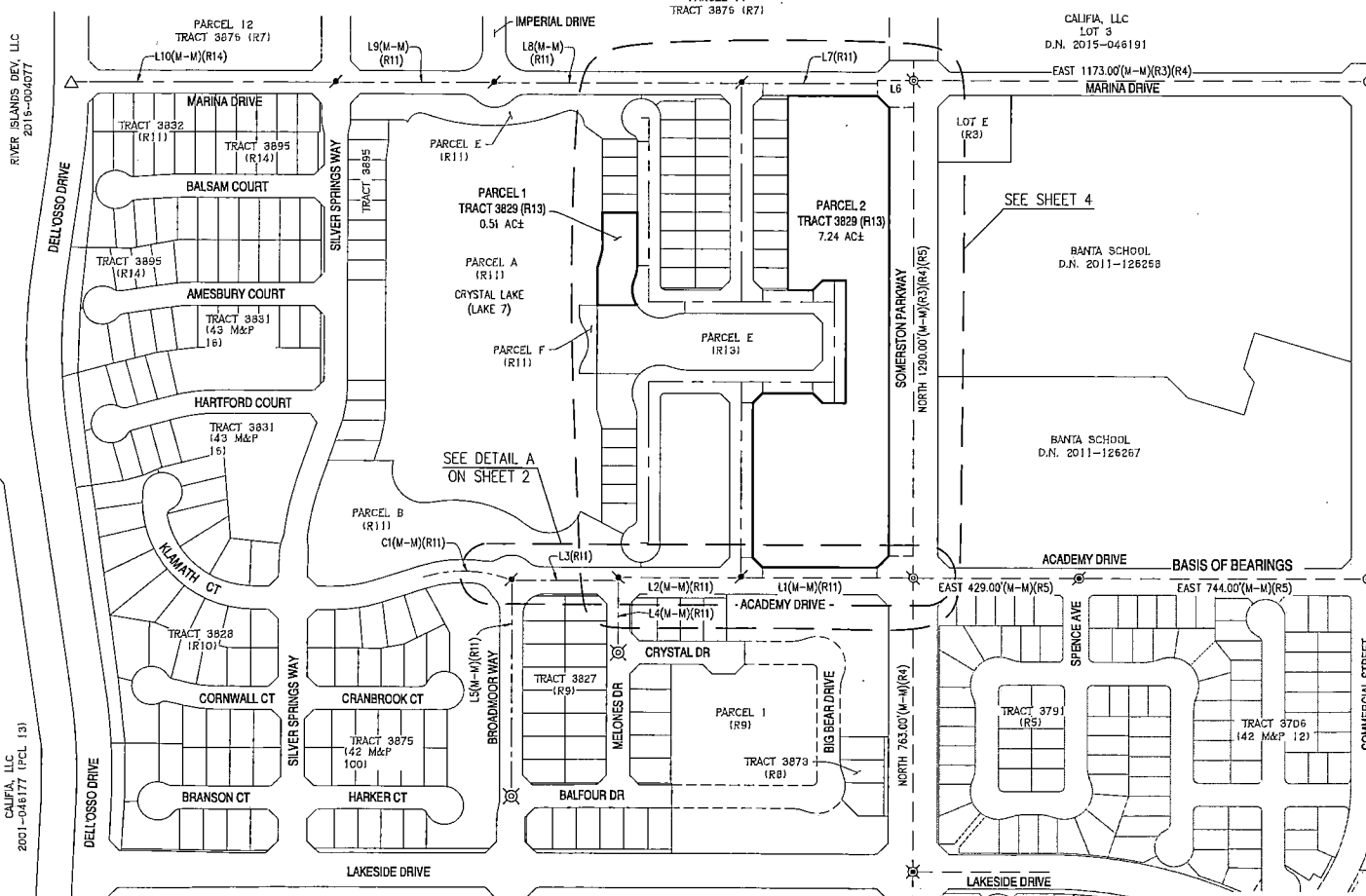
**O'DELL**  
ENGINEERING

0 100' 200' 400'  
SCALE: 1" = 200'

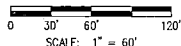
## BOUNDARY SHEET

## LEGEND

- FOUND MONUMENT STAMPED "PLS 7788" PER (R3)
- FOUND MONUMENT STAMPED "PLS 7788" PER (R5)
- FOUND MONUMENT STAMPED "PLS 7788" PER (R9)
- 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R11), UNLESS OTHERWISE SHOWN
- ✕ FOUND MONUMENT STAMPED "PLS 7788" PER (R13)
- ⊗ MONUMENT TO BE SET PER (R4)
- ⊗ MONUMENT TO BE SET PER (R3)
- ⊗ FOUND MONUMENT STAMPED "PLS 7788" PER (R11)
- ⊗ MONUMENT TO BE SET PER (R14)
- 3.00' WITNESS CORNER (W.C.), 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 THIS SHEET
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL BEARING
- (T) TOTAL
- (B) BOUNDARY
- (1) EASEMENT REFERENCE NUMBER (SEE THIS SHEET)
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- CENTERLINE
- MONUMENT LINE
- ⊗ DENOTES WITNESS CORNER ON 3 FOOT OFFSET ALONG THE SIDE PROPERTY LINE PER (R13)
- ⊗ 5/8" REBAR WITH CAP "PLS 7788" PER (R13)



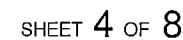
A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 3829 (42 M&P 71)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
FEBRUARY 2018



## NOTES

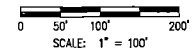
1. SEE SHEET 3 FOR LEGEND, REFERENCES, EASEMENT TABLE, AND BASIS OF BEARINGS.
2. SEE SHEET 2 FOR ADDITIONAL NOTES, AND FOR THE LINE TABLE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 2 THROUGH 4 ONLY.

PARCEL 3  
TRACT 3820 (R13)



# TRACT 3830 RIVER ISLANDS - PHASE 1B VILLAGE H

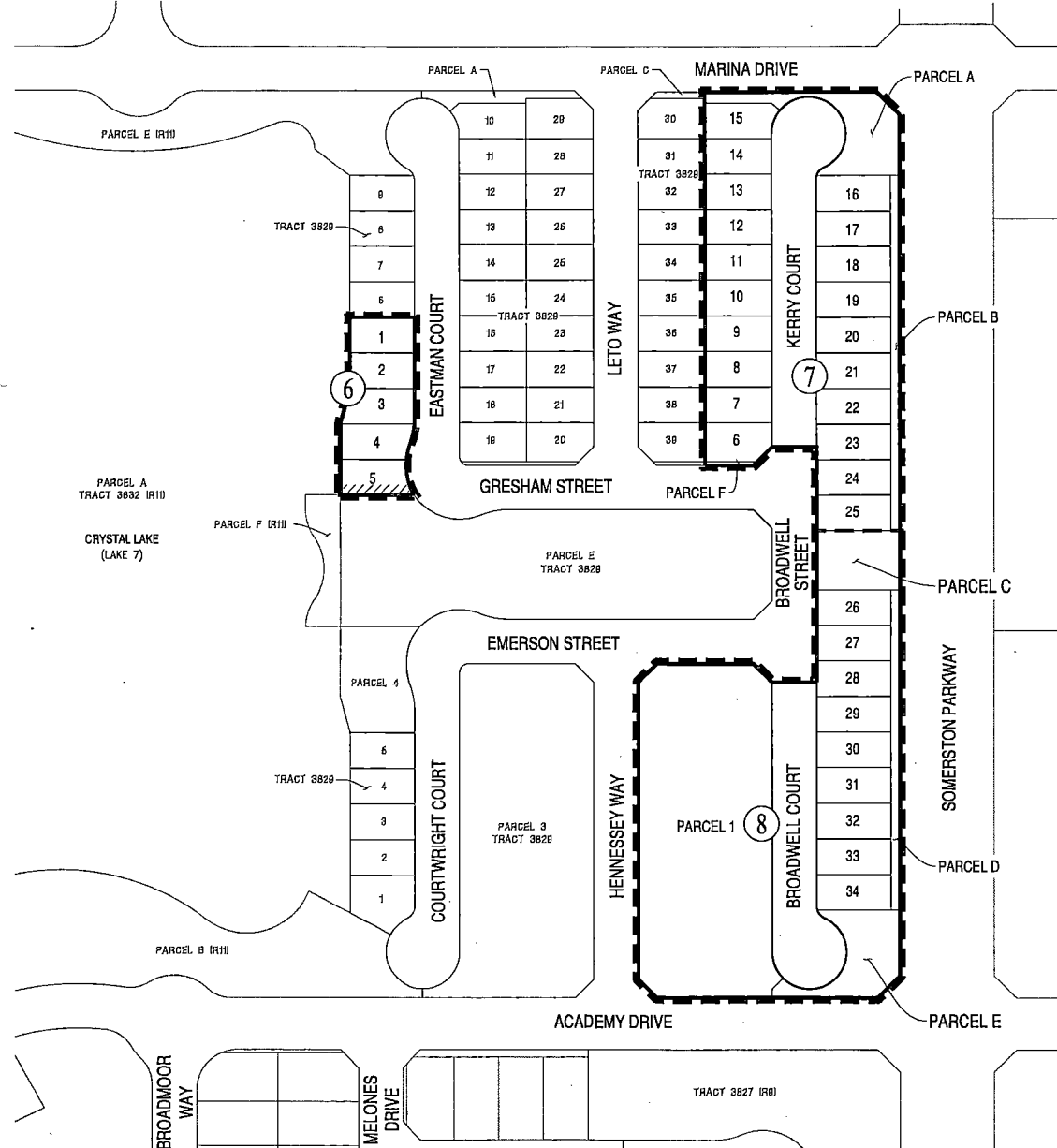
A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 3829 (42 M&P 71)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
FEBRUARY 2018



SHEET INDEX

## LEGEND

- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- SHEET LIMIT LINE
- 4 LOT NUMBER
- ⑥ SHEET NUMBER
- //// RESTRICTED ACCESS



# TRACT 3830 RIVER ISLANDS - PHASE 1B VILLAGE H

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 3829 (42 M&P 71)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
FEBRUARY 2018

**O'DELL**  
ENGINEERING

0 20' 40' 80'  
SCALE: 1" = 40'

## 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.
- SEE SHEET 3 FOR EXISTING EASEMENTS, BASIS OF BEARINGS, AND REFERENCES.
- SEE SHEET 8 FOR LINE AND CURVE TABLES.

## LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ◊ SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- MONUMENT TO BE SET PER (R11)
- ✱ MONUMENT TO BE SET PER (R13)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R13), UNLESS OTHERWISE NOTED
- ⊙ MONUMENT TO BE SET PER (R3)
- 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 3
- (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
- MONUMENT LINE
- CENTERLINE
- ////// RESTRICTED ACCESS
- Ⓐ DENOTES WITNESS CORNER ON 3 FOOT OFFSET ALONG THE SIDE PROPERTY LINE PER (R13), UNLESS OTHERWISE SHOWN
- Ⓑ 5/8" REBAR WITH CAP "PLS 7788" PER (R13)
- Ⓒ 1.17" BRASS DISK STAMPED "PLS 7788" WITNESS CORNER ON 1.0' OFFSET PER (R13)

SEE SHEET 7

MARINA DRIVE



PARCEL A  
TRACT 3832 (R13)  
CRYSTAL LAKE  
(LAKE 7)

SHEET 6 OF 8



# NOTES

1. 1/2" 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.
4. SEE SHEET 3 FOR EXISTING EASEMENTS, BASIS OF BEARINGS, AND REFERENCES.
5. SEE SHEET 6 FOR LINE AND CURVE TABLES.
6. SEE SHEET 6 FOR LEGEND.

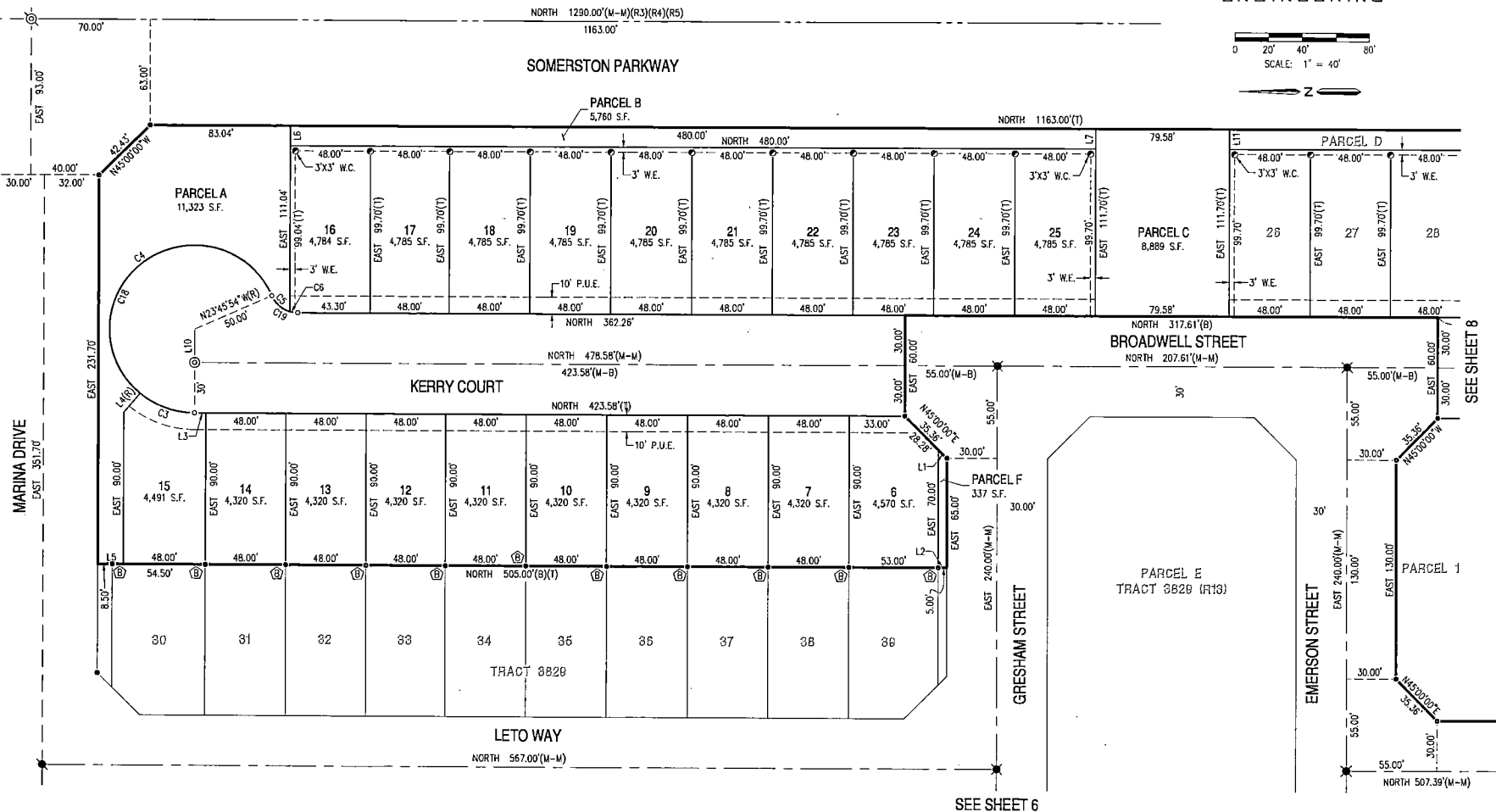
## TRACT 3830 RIVER ISLANDS - PHASE 1B VILLAGE H

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 3829 (42 MAP 71)  
CITY OF LATROP, SAN JOAQUIN COUNTY, CALIFORNIA  
FEBRUARY 2018

**O'DELL**  
ENGINEERING

0 20' 40' 80'  
SCALE: 1" = 40'

— Z —



SEE SHEET 6

SEE SHEET 8

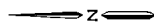
SHEET 7 OF 8

# TRACT 3830 RIVER ISLANDS - PHASE 1B VILLAGE H

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 3829 (42 MAP 71)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
FEBRUARY 2018



0 20' 40' 80'  
SCALE: 1" = 40'

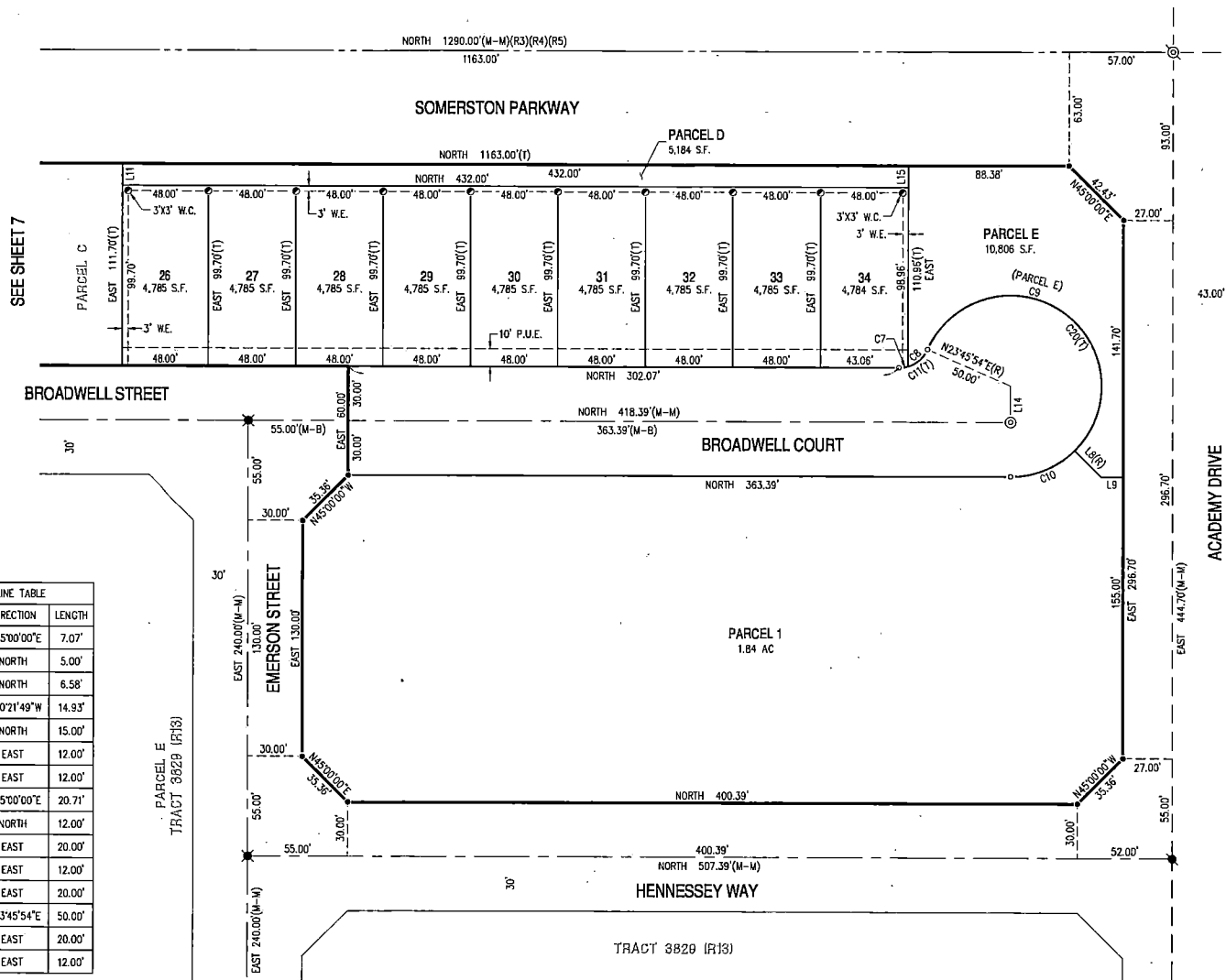


## NOTES

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.
4. SEE SHEET 3 FOR EXISTING EASEMENTS, BASIS OF BEARINGS, AND REFERENCES.
5. SEE SHEET 8 FOR LINE AND CURVE TABLES.
6. SEE SHEET 6 FOR LEGEND.

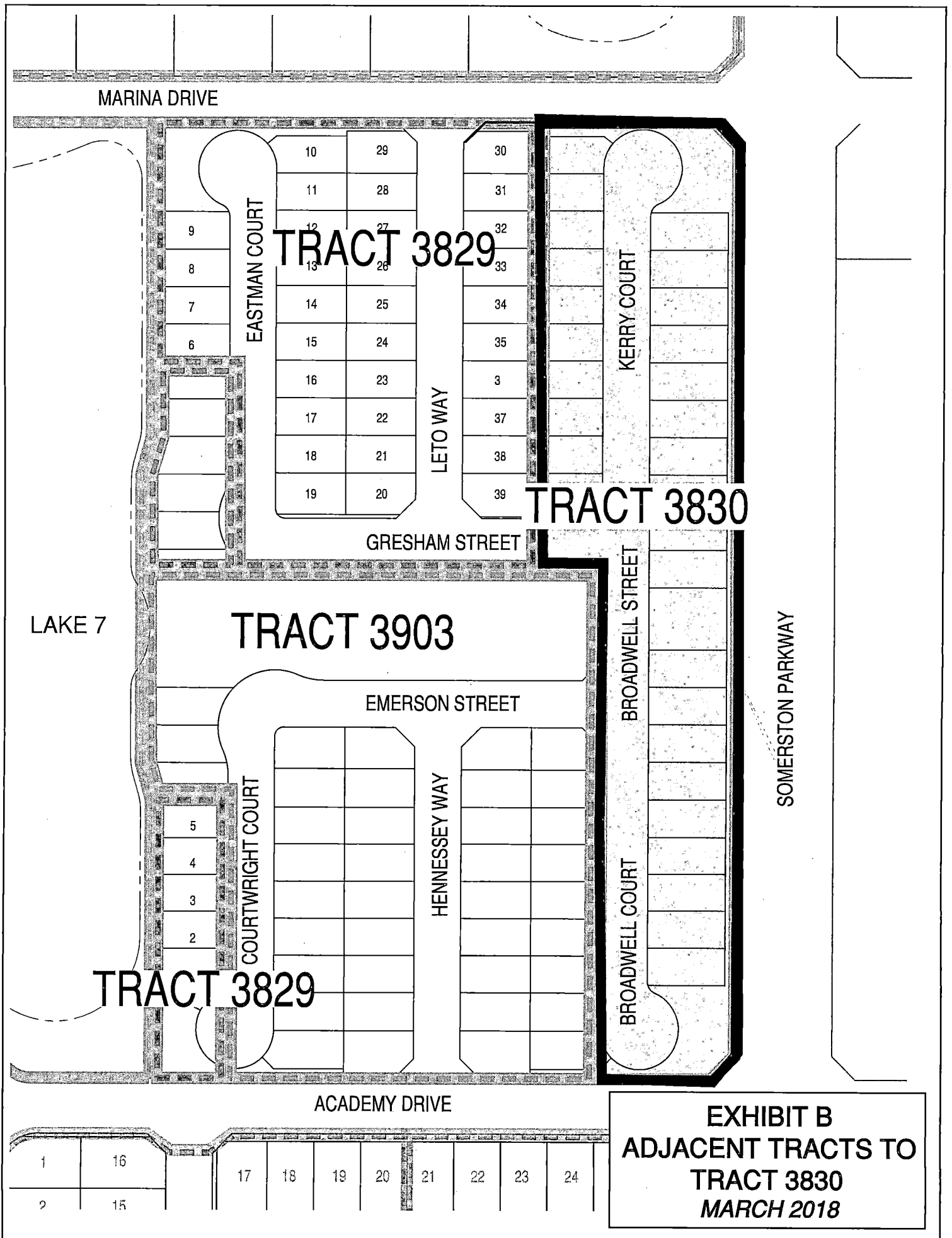
| CURVE TABLE |        |            |         |
|-------------|--------|------------|---------|
| CURVE       | RADIUS | DELTA      | LENGTH  |
| C1          | 87.00  | 23°15'22"  | 35.31'  |
| C2          | 73.00  | 56°26'45"  | 71.92'  |
| C3          | 50.00  | 39°38'11"  | 34.59'  |
| C4          | 50.00  | 206°35'56" | 180.29' |
| C5          | 17.00  | 5012°00'   | 14.89'  |
| C6          | 17.00  | 16°02'06"  | 4.76'   |
| C7          | 17.00  | 16°54'17"  | 5.02'   |
| C8          | 17.00  | 49°19'50"  | 14.64'  |
| C9          | 50.00  | 201°14'06" | 175.61' |
| C10         | 50.00  | 45°00'00"  | 39.27'  |
| C11         | 17.00  | 66°14'06"  | 19.65'  |
| C12         | 87.00  | 4°42'17"   | 7.14'   |
| C13         | 87.00  | 18°33'05"  | 28.17'  |
| C14         | 73.00  | 16°56'02"  | 21.58'  |
| C15         | 73.00  | 39°30'43"  | 50.34'  |
| C16         | 73.00  | 136°30'43" | 173.93' |
| C17         | 87.00  | 23°15'22"  | 35.31'  |
| C18         | 50.00  | 246°14'06" | 214.88' |
| C19         | 17.00  | 66°14'06"  | 19.65'  |
| C20         | 50.00  | 246°14'06" | 214.88' |
| C21         | 17.00  | 23°28'43"  | 6.97'   |
| C22         | 17.00  | 42°45'23"  | 12.69'  |
| C23         | 17.00  | 66°14'06"  | 19.65'  |

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | DIRECTION   | LENGTH |
| L1         | N45°00'00"E | 7.07'  |
| L2         | NORTH       | 5.00'  |
| L3         | NORTH       | 6.58'  |
| L4         | N50°21'49"W | 14.93' |
| L5         | NORTH       | 15.00' |
| L6         | EAST        | 12.00' |
| L7         | EAST        | 12.00' |
| L8         | N45°00'00"E | 20.71' |
| L9         | NORTH       | 12.00' |
| L10        | EAST        | 20.00' |
| L11        | EAST        | 12.00' |
| L12        | EAST        | 20.00' |
| L13        | N23°45'54"E | 50.00' |
| L14        | EAST        | 20.00' |
| L15        | EAST        | 12.00' |



**EXHIBIT B**

**ADJACENT TRACTS TO TRACT 3830**



## **EXHIBIT C**

### **CITY INSURANCE REQUIREMENTS**

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

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

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

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

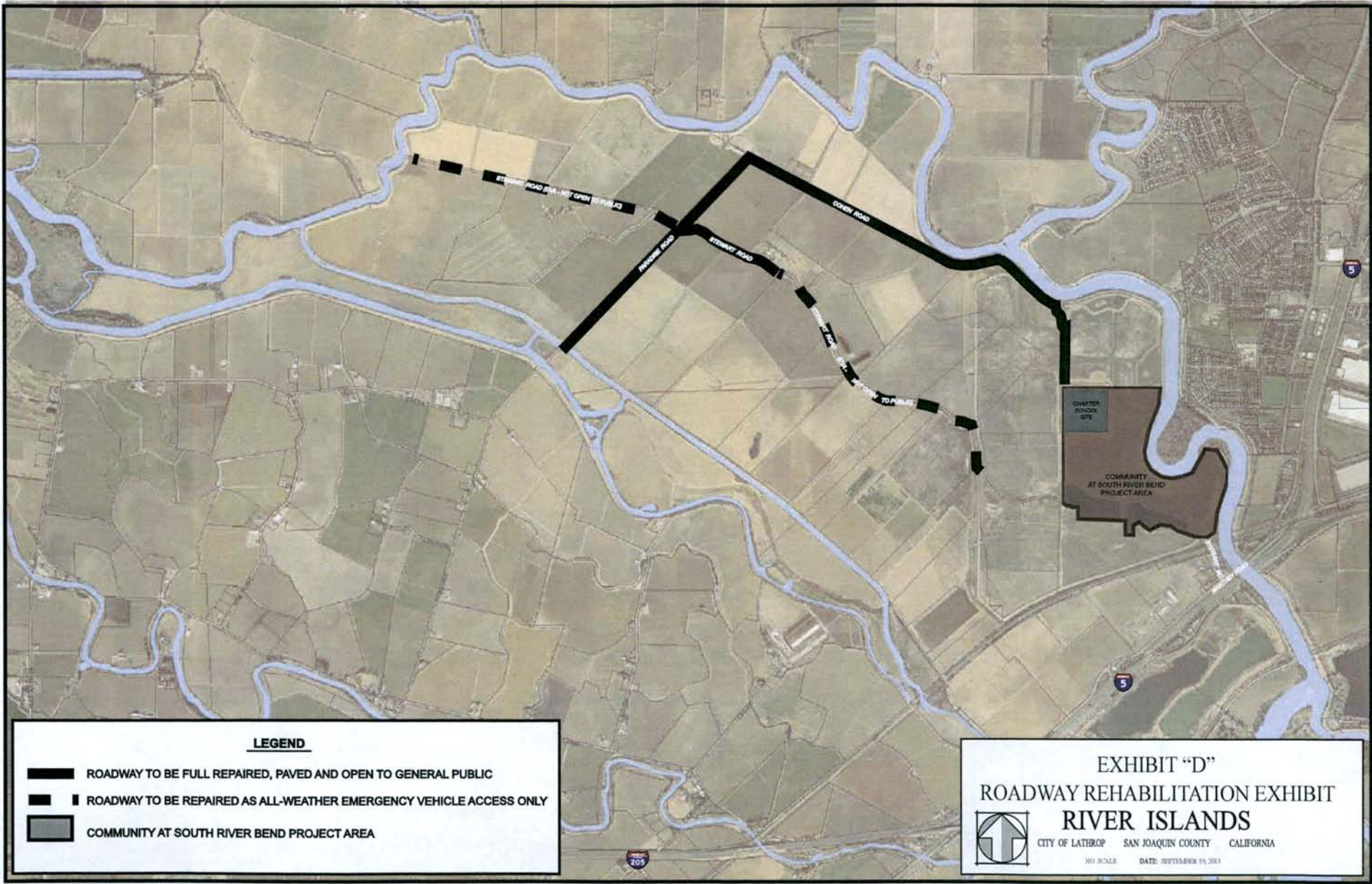
c. Include a statement that, "the insurer will provide to the City of Lathrop at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.

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

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

**EXHIBIT D**

**COHEN/PARADISE/STEWART REHABILITATION MAP**





**EXHIBIT E**

**UNFINISHED AND DEFERRED IMPROVEMENT COST ESTIMATE**



ENGINEER'S OPINION OF PROBABLE COST  
**RIVER ISLANDS - PHASE 1B**  
**TRACTS 3829 & 3830**  
**VILLAGE H (112 UNITS)**  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

February 9, 2016  
Job No.: 25501-56

| Item Description   | Quantity | Unit | Unit Price  | Amount        |
|--|----------|------|-------------|---------------|
| <b><u>STREET WORK</u></b>                                |          |      |             |               |
| 1 Fine Grading (60' Right of Way)                        | 256,900  | SF   | \$ 0.45     | \$ 115,605.00 |
| 2 3" AC Paving (H1, H3, J, J1 Street)                    | 97,100   | SF   | \$ 1.50     | \$ 145,650.00 |
| 3 4.5" AC Paving (H, H2, J2 Street)                      | 42,500   | SF   | \$ 2.25     | \$ 95,625.00  |
| 4 7" Aggregate Base (H1, H3, J, J1 Street)               | 97,100   | SF   | \$ 1.05     | \$ 101,955.00 |
| 5 8" Aggregate Base (H, H2, J2 Street)                   | 42,500   | SF   | \$ 1.20     | \$ 51,000.00  |
| 6 Vertical Curb and Gutter (With AB Cushion)             | 2,310    | LF   | \$ 13.00    | \$ 30,030.00  |
| 7 Roll Curb and Gutter (With AB Cushion)                 | 5,920    | LF   | \$ 13.00    | \$ 76,960.00  |
| 8 Concrete Sidewalk                                      | 41,800   | SF   | \$ 4.00     | \$ 167,200.00 |
| 9 Driveway Approach                                      | 112      | EA   | \$ 400.00   | \$ 44,800.00  |
| 10 Handicap Ramps  | 9        | EA   | \$ 1,400.00 | \$ 12,600.00  |
| 11 Signage & Striping                                    | 4,120    | LF   | \$ 5.00     | \$ 20,600.00  |
| 12 Survey Monuments                                      | 12       | EA   | \$ 300.00   | \$ 3,600.00   |
| 13 Remove Existing Street Barricade                      | 2        | EA   | \$ 500.00   | \$ 1,000.00   |
| Subtotal Street Work                                     |          |      | \$          | 866,625.00    |
| <b><u>STORM DRAIN</u></b>                                |          |      |             |               |
| 14 Catch Basins (Type A Inlet)                           | 2        | EA   | \$ 2,400.00 | \$ 4,800.00   |
| 15 Catch Basins (Type A Inlet over Type I Manhole Base)  | 16       | EA   | \$ 2,800.00 | \$ 44,800.00  |
| 16 Catch Basins (Type A Inlet over Type II Manhole Base) | 1        | EA   | \$ 3,300.00 | \$ 3,300.00   |
| 17 15" Storm Drain Pipe                                  | 1,360    | LF   | \$ 34.00    | \$ 46,240.00  |
| 18 18" Storm Drain Pipe                                  | 520      | LF   | \$ 46.00    | \$ 23,920.00  |
| 19 24" Storm Drain Pipe                                  | 610      | LF   | \$ 80.00    | \$ 48,800.00  |
| 20 36" Storm Drain Pipe                                  | 165      | LF   | \$ 110.00   | \$ 18,150.00  |
| 21 Manholes (Type I)                                     | 3        | EA   | \$ 2,100.00 | \$ 6,300.00   |
| 22 Connect To Existing                                   | 1        | EA   | \$ 1,700.00 | \$ 1,700.00   |
| Subtotal Storm Drain                                     |          |      | \$          | 198,010.00    |
| <b><u>SANITARY SEWER</u></b>                             |          |      |             |               |
| 23 4" Laterals   | 114      | EA   | \$ 650.00   | \$ 74,100.00  |
| 24 8" Sanitary Sewer Pipe                                | 3,480    | LF   | \$ 25.00    | \$ 87,000.00  |
| 25 Manholes  | 12       | EA   | \$ 2,000.00 | \$ 24,000.00  |
| 26 Connect To Existing                                   | 3        | EA   | \$ 1,000.00 | \$ 3,000.00   |
| Subtotal Sanitary Sewer                                  |          |      | \$          | 188,100.00    |

| Item Description                                      | Quantity | Unit | Unit Price  | Amount                 |
|---|----------|------|-------------|------------------------|
| <b><u>WATER SUPPLY</u></b>                            |          |      |             |                        |
| 27 8" Water Line <i>(including all appurtenances)</i> | 4,120    | LF   | \$ 30.00    | \$ 123,600.00          |
| 28 Water Services                                     | 114      | EA   | \$ 2,000.00 | \$ 228,000.00          |
| 29 Fire Hydrants                                      | 10       | EA   | \$ 4,000.00 | \$ 40,000.00           |
| 30 Water Plug & Stub                                  | 4        | EA   | \$ 1,000.00 | \$ 4,000.00            |
| 31 Connect To Existing                                | 2        | EA   | \$ 2,500.00 | \$ 5,000.00            |
| Subtotal Water Supply                                 |          |      |             | \$ 400,600.00          |
| <b><u>ELECTRICAL</u></b>                              |          |      |             |                        |
| 32 Electroliers <i>(assumed every 150')</i>           | 28       | EA   | \$ 5,000.00 | \$ 140,000.00          |
| 33 Joint Trench                                       | 4,120    | LF   | \$ 125.00   | \$ 515,000.00          |
| Subtotal Electrical                                   |          |      |             | \$ 655,000.00          |
| <b><u>MISCELLANEOUS</u></b>                           |          |      |             |                        |
| 34 Parkway Landscape Strip                            | 49,100   | SF   | \$ 5.00     | \$ 245,500.00          |
| 35 Neighborhood Park B <i>(Parcel N4)</i>             | 87,100   | SF   | \$ 7.00     | \$ 609,700.00          |
| 36 Pocket Park <i>(Parcel P9)</i>                     | 7,800    | SF   | \$ 7.00     | \$ 54,600.00           |
| 37 Landscape <i>(Parcel A24)</i>                      | 440      | SF   | \$ 5.00     | \$ 2,200.00            |
| 38 Landscape <i>(Parcel A25)</i>                      | 870      | SF   | \$ 5.00     | \$ 4,350.00            |
| 39 Landscape <i>(Parcel A48)</i>                      | 36,600   | SF   | \$ 5.00     | \$ 183,000.00          |
| 40 Landscape <i>(Parcel A52)</i>                      | 3,050    | SF   | \$ 5.00     | \$ 15,250.00           |
| 41 Landscape <i>(Parcel A73)</i>                      | 11,300   | SF   | \$ 5.00     | \$ 56,500.00           |
| 42 Landscape <i>(Parcel A74)</i>                      | 9,600    | SF   | \$ 5.00     | \$ 48,000.00           |
| 43 Landscape <i>(Parcel A75)</i>                      | 3,500    | SF   | \$ 5.00     | \$ 17,500.00           |
| Subtotal Miscellaneous                                |          |      |             | \$ 1,236,600.00        |
| <b>SUBTOTAL CONSTRUCTION COST</b>                     |          |      |             | <b>\$ 3,544,935.00</b> |
| <b>20% CONTINGENCY</b>                                |          |      |             | <b>\$ 708,987.00</b>   |
| <b>TOTAL CONSTRUCTION COST (nearest \$1,000)</b>      |          |      |             | <b>\$ 4,254,000.00</b> |



ENGINEER'S BOND ESTIMATE  
**COST TO COMPLETE**  
**RIVER ISLANDS - PHASE 1B**  
**TRACTS 3829 & 3830 (112 LOTS)**  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 17, 2016  
 Job No.: 25501-56

| Item                          | Description   | Quantity | Unit | Unit Price    | Amount               |
|-------------------------------|---|----------|------|---------------|----------------------|
| 1                             | Sanitary Sewer, Storm Drain, Water Testing & Raising Iron <i>(95% Completion)</i> | 1        | LS   | \$ 42,400.00  | \$ 42,400.00         |
| 2                             | Joint Trench <i>(0% Completion)</i>   | 1        | LS   | \$ 328,000.00 | \$ 328,000.00        |
| <b>TOTAL COST TO COMPLETE</b> |   |          |      |               | <b>\$ 370,400.00</b> |

Notes:

- 1) Estimate for cost to complete based on cost to complete summary sheet and backup documents from Mozingo Construction & Moreno Trenching for Tracts 3829 & 3830.

10/17/16

MOZINGO TOTAL CONTRACT = 847,757

WORK TO BE COMPLETED

IS RAISING IRON

$847,757 \times .05 = \$42,388$



## PROPOSAL

May, 6 2016

Attn: John Peck

PROJECT: ~~Tract 3829-3830~~  
~~Lathrop, CA~~

We are pleased to submit the following proposal to perform work on the above referenced project. The following information was used in preparing our proposal:

- ❖ Plan sheets 1-18 prepared by O'Dell, 4/1/2016
- ❖ City of Lathrop and Contra Costa County Standard Drawings and Specifications

### Proposal:

- See attached for included items and pricing.

### Conditions & Scope:

Furnish all labor, materials, tools, equipment, transportation, and incidentals necessary for the items listed on our proposal and further defined as follows:

- Sequence of Work
  - ❖ Proposal is based on installing utilities after removals and rough grading operations have been completed by others.
  - ❖ Please note that we will require adequate time for materials submittals, procurement and delivery prior to beginning work
- Sewer System
  - ❖ SDR 26 bedded with site sand and backfilled with native
  - ❖ Services to be stubbed to the lots, cleanout box included
  - ❖ Testing is included
- Storm Drain
  - ❖ RCP bedded in site sand and backfilled with native
  - ❖ Catch basins within the curbs to be set to within 1.0' of finish grade. We will provide frames and grates to be set by others
  - ❖ Testing is included
- Water System (Potable and Non Potable)
  - ❖ PVC C900 DR 14 for 10" and smaller
  - ❖ PVC C905 DR 25 for 16" Non Potable
  - ❖ Meter idlers to be installed in meter boxes. Meters by others.
  - ❖ Testing is included and will require a point of discharge to be provided within close proximity of a blow off point for the water system
- Dewatering - *(Our proposal includes costs for dewatering for our work. We will require a discharge point for dewatering discharge. No special treatment or filtering of the discharge is included.) Discharge permit if required, to be provided by others.*

License No. 702625-A, DIR# 1000002424

751 Wakefield Court • Oakdale, California 95361

Phone: (209) 848-0160 • Fax: (209) 848-0161 • email: info@mozingoconstruction.com



**Exclusions:**

- Permits/Fees
- Surveying/Staking
- Compaction Testing
- Hazardous Substance Removal
- Overexcavation, handling unsuitable material or working with material with over optimum moisture content
- Offhaul of spoils
- Dust Control Plan
- SWPPP and/or WPCP (maintenance by others)
- Removal of debris from installed pipelines and appurtenances caused by others or due to insufficient SWPPP measures
- Erosion Control
- Traffic Control Plan
- Construction area signs

**Notations:**

- Signatory with the Northern California Laborers' and the Operating Engineers
- Bondable, rate upon request
- MCI to be paid monthly based on quantities or percent complete. We reserve the right to stop work if not paid in a timely manner.
- All Risk Insurance/Earthquake/Tidal Wave Insurance to be additional cost to contract if required
- One mobilization is included for this project
- Construction water to be made available at the site at no cost to MCI.
- Quote valid for 20 days

---

Mozingo Construction, Inc. (Lic. No. 702625-A)  
Kyle Dobbins

**MOZINGO CONSTRUCTION, INC.**

LIC. No. 702625-A

6-May-16

751 Wakefield Court

Oakdale, CA 95361

Phone: (209) 848-0160 \* Fax: (209) 848-0161

**BID PROPOSAL  
TRACT 3829-3830**

| Item               | Description          | Qty  | Unit | Unit Price    | Total                |
|--------------------|----------------------|------|------|---------------|----------------------|
| I.                 | Sanitary Sewer       |      |      |               |                      |
| 1                  | 8" SS                | 3475 | LF   | \$ 25.00      | \$ 86,875.00         |
| 2                  | SSMH                 | 12   | EA   | \$ 3,000.00   | \$ 36,000.00         |
| 3                  | 4" SS Lat.           | 114  | EA   | \$ 500.00     | \$ 57,000.00         |
| 4                  | Conn. To ex. SS      | 3    | EA   | \$ 1,500.00   | \$ 4,500.00          |
| 5                  | De-Watering          | 1    | LS   | \$ 137,000.00 | \$ 137,000.00        |
| II                 | Storm Drain          |      |      |               |                      |
| 1                  | 36" RCP              | 163  | LF   | \$ 85.00      | \$ 13,855.00         |
| 2                  | 24" RCP              | 637  | LF   | \$ 47.00      | \$ 29,939.00         |
| 3                  | 18" RCP              | 516  | LF   | \$ 40.00      | \$ 20,640.00         |
| 4                  | 15" RCP              | 1332 | LF   | \$ 39.00      | \$ 51,948.00         |
| 5                  | SDMH TYPE I          | 3    | EA   | \$ 3,500.00   | \$ 10,500.00         |
| 6                  | Type A Inlet/Type I  | 16   | EA   | \$ 3,500.00   | \$ 56,000.00         |
| 7                  | Type A Inlet/Type II | 1    | EA   | \$ 4,000.00   | \$ 4,000.00          |
| 8                  | Type A Inlet         | 2    | EA   | \$ 3,000.00   | \$ 6,000.00          |
| 9                  | Conn. To ex SD       | 1    | EA   | \$ 2,500.00   | \$ 2,500.00          |
| 10                 | Pump Down Lake 7     | 1    | LS   | \$ 6,000.00   | \$ 6,000.00          |
| III                | Water                |      |      |               |                      |
| 1                  | 8" PVC               | 4100 | LF   | \$ 20.00      | \$ 82,000.00         |
| 2                  | 8" GV                | 20   | EA   | \$ 1,200.00   | \$ 24,000.00         |
| 3                  | FH                   | 10   | EA   | \$ 5,000.00   | \$ 50,000.00         |
| 4                  | 1.5" W/S             | 112  | EA   | \$ 950.00     | \$ 106,400.00        |
| 5                  | ARV                  | 9    | EA   | \$ 2,500.00   | \$ 22,500.00         |
| 6                  | In-Line BO           | 4    | EA   | \$ 2,600.00   | \$ 10,400.00         |
| 7                  | End-Line BO          | 4    | EA   | \$ 3,000.00   | \$ 12,000.00         |
| 8                  | Water Tie-In         | 2    | EA   | \$ 3,000.00   | \$ 6,000.00          |
| 9                  | 1" W/S               | 2    | EA   | \$ 750.00     | \$ 1,500.00          |
| 10                 | 2" W/S               | 2    | EA   | \$ 1,000.00   | \$ 2,000.00          |
| <b>GRAND TOTAL</b> |                      |      |      |               | <b>\$ 839,557.00</b> |

| ALTERNATE |  |              |               |                        |                        |
|-----------|--|--------------|---------------|------------------------|------------------------|
| 1         | Water Sampling Stations  | 1            | EA            | \$ 2,450.00            | \$ 2,450.00            |
| 2         | <del>Offsets (45's only) In line BO and ARV'S in above items</del> | <del>1</del> | <del>EA</del> | <del>\$ 1,800.00</del> | <del>\$ 1,800.00</del> |
| 3         | Screen / Process select sand                                       | 1            | LS            | \$ 5,750.00            | \$ 5,750.00            |

**847,757**



TRACT 3829 ELECTRICAL \$49,209  
STREET LIGHT 121,779  
TRACT 3830 ELECTRICAL 38,101  
STREET LIGHT 188,875  
WORE TO BE  
COMPUTED  
\$329,023

MORANO TRENCHING JT + LIGHTING 3829 & 3830

Tract 3829

1 Bole body 06-610

**Trench & Backfill**

|                          |        |         |     |    |          |           |
|--------------------------|--------|---------|-----|----|----------|-----------|
| 36" x 63"                | Trench | A       | 263 | lf | 31.50    | 8,284.50  |
| 36" x 63"                | Trench | A1      | 480 | lf | 31.50    | 15,120.00 |
| 36" x 55"                | Trench | A2      | 650 | lf | 23.75    | 15,437.50 |
| 36" x 55"                | Trench | A3      | 369 | lf | 23.75    | 8,763.75  |
| 24" x 58"                | Trench | C1      | 44  | lf | 20.00    | 880.00    |
| 24" x 50"                | Trench | C3      | 10  | lf | 18.50    | 185.00    |
| 24" x 48"                | Trench | K1      | 31  | lf | 18.25    | 565.75    |
| 36" x 52"                | Trench | M1      | 828 | lf | 23.50    | 19,458.00 |
| 24" x 52"                | Trench | M2-stub | 458 | lf | 18.75    | 8,587.50  |
| 36" x 60"                | Trench | M4      | 174 | lf | 30.75    | 5,350.50  |
| 12" x 30"                | Trench | W1      | 56  | lf | 11.75    | 658.00    |
| 12" x 22"                | Trench | W4      | 289 | lf | 11.00    | 3,179.00  |
| Bell Hole for Gas Tie-In |        |         | 3   | ea | 1,900.00 | 5,700.00  |

**\$ 92,169.50**

**Vaults/Splice Boxes (Excavate Only)**

|           |         |                     |    |    |        |          |
|-----------|---------|---------------------|----|----|--------|----------|
| 17" x 30" | L.I.D.  | Secondary Box (18") | 17 | ea | 170.00 | 2,890.00 |
| 24" x 36" | L.I.D.  | Secondary Box (18") | 3  | ea | 200.00 | 600.00   |
| 3' x 5'   | L.I.D.  | Primary Box         | 1  | ea | 590.00 | 590.00   |
| 4' x 6'6" | L.I.D.  | Primary Box         | 1  | ea | 765.00 | 765.00   |
| 36" x 52" | L.I.D.  | Transformer Pad     | 6  | ea | 540.00 | 3,240.00 |
| 17" x 30" | AT&T    | Telephone Box (34") | 3  | ea | 220.00 | 660.00   |
| 24" x 36" | AT&T    | Telephone Box (42") | 3  | ea | 285.00 | 855.00   |
| 24" x 36" | Comcast | CATV Box            | 14 | ea | 85.00  | 1,190.00 |

**\$ 10,790.00**

**Vaults/Splice Boxes (Supply & Install)**

|           |        |                     |    |    |          |          |
|-----------|--------|---------------------|----|----|----------|----------|
| 17" x 30" | L.I.D. | Secondary Box (18") | 17 | ea | 315.00   | 5,355.00 |
| 24" x 36" | L.I.D. | Secondary Box (18") | 3  | ea | 515.00   | 1,545.00 |
| 3' x 5'   | L.I.D. | Primary Box         | 1  | ea | 3,325.00 | 3,325.00 |
| 4' x 6'6" | L.I.D. | Primary Box         | 1  | ea | 6,535.00 | 6,535.00 |
| 36" x 52" | L.I.D. | Transformer Pad     | 6  | ea | 875.00   | 5,250.00 |
| 17" x 30" | AT&T   | Telephone Box (34") | 3  | ea | 500.00   | 1,500.00 |
| 24" x 36" | AT&T   | Telephone Box (42") | 3  | ea | 775.00   | 2,325.00 |

**\$ 25,835.00**

**Conduit**

|    |        |         |       |    |      |           |
|----|--------|---------|-------|----|------|-----------|
| 2" | L.I.D. | Conduit | 2,381 | lf | 2.20 | 5,238.20  |
| 3" | L.I.D. | Conduit | 3,741 | lf | 3.10 | 11,597.10 |
| 4" | L.I.D. | Conduit | 5     | lf | 3.45 | 17.25     |
| 4" | AT&T   | Conduit | 2,150 | lf | 3.55 | 7,632.50  |
| 2" | AT&T   | Conduit | 5,875 | lf | 2.20 | 12,925.00 |

**\$ 37,410.05**

**Gas System**

|    |                       |       |    |        |                     |
|----|-----------------------|-------|----|--------|---------------------|
| 2" | Gas Main              | 1,961 | lf | 3.25   | 6,373.25            |
| 1" | Gas Stub Service Only | 53    | ea | 215.00 | 11,395.00           |
| 1" | Excess Flow Valve     | 29    | ea | 165.00 | 4,785.00            |
|    |                       |       |    |        | <b>\$ 22,553.25</b> |

**Electric System**

|                                 |           |      |    |           |                     |
|---------------------------------|-----------|------|----|-----------|---------------------|
| Pad Mounted Transformer 26-1502 | (Supply)  | 2    | ea | By Others | By Others           |
| Pad Mounted Transformer 26-1502 | (Install) | 2    | ea | 385.00    | 770.00              |
| Pad Mounted Transformer 26-1503 | (Supply)  | 4    | ea | By Others | By Others           |
| Pad Mounted Transformer 26-1503 | (Install) | 4    | ea | 385.00    | 1,540.00            |
| Primary Cable 1/0-1W            | (Supply)  | 1    | ls | 13,740.00 | 13,740.00           |
| Primary Cable 1/0-1W            | (Install) | 4114 | lf | 3.00      | 12,342.00           |
| Secondary Cable 4/0-AT          | (Supply)  | 1    | ls | 2,285.00  | 2,285.00            |
| Secondary Cable 4/0-AT          | (Install) | 1023 | lf | 0.85      | 869.55              |
| Secondary Cable 350-AT          | (Supply)  | 1    | ls | 75.00     | 75.00               |
| Secondary Cable 350-AT          | (Install) | 19   | lf | 0.85      | 16.15               |
| Primary/Secondary Splicing      |           | 1    | ls | 17,630.00 | 17,630.00           |
|                                 |           |      |    |           | <b>\$ 49,267.70</b> |

**Lighting System**

|                           |                                   |       |    |          |                      |
|---------------------------|-----------------------------------|-------|----|----------|----------------------|
| 35W LED                   | Decorative Electrolier            | 18    | ea | 6,100.00 | 109,800.00           |
| 1-1/2"                    | Conduit w/ 2 - #8 Cu. Wire        | 40    | lf | 5.00     | 200.00               |
| 1-1/2"                    | Conduit w/ 3 - #8 Cu. Wire        | 20    | lf | 5.50     | 110.00               |
| 1-1/2"                    | Conduit w/ 2 - #8 Cu. Wire & Grd. | 1,263 | lf | 5.50     | 6,946.50             |
| 1-1/2"                    | Conduit w/ 3 - #8 Cu. Wire & Grd. | 112   | lf | 6.00     | 672.00               |
| #3-1/2                    | Splice Box                        | 30    | ea | 135.00   | 4,050.00             |
|                           |                                   |       |    |          | <b>\$ 121,778.50</b> |
| <b>TRACT 3829 TOTAL =</b> |                                   |       |    |          | <b>\$ 359,804.00</b> |

Tract 3830 1 B06 6005 06-610

**Trench & Backfill**

|                          |        |         |       |    |          |              |
|--------------------------|--------|---------|-------|----|----------|--------------|
| 36" x 63"                | Trench | A       | 213   | lf | 31.50    | 6,709.50     |
| 36" x 63"                | Trench | A1      | 335   | lf | 31.50    | 10,552.50    |
| 36" x 55"                | Trench | A2      | 576   | lf | 23.75    | 13,680.00    |
| 36" x 55"                | Trench | A3      | 484   | lf | 23.75    | 11,495.00    |
| 24" x 48"                | Trench | K1      | 39    | lf | 18.25    | 711.75       |
| 36" x 52"                | Trench | M1      | 1,234 | lf | 23.50    | 28,999.00    |
| 24" x 52"                | Trench | M2-stub | 509   | lf | 18.75    | 9,543.75     |
| 36" x 60"                | Trench | M4      | 57    | lf | 30.75    | 1,752.75     |
| 12" x 38"                | Trench | W       | 59    | lf | 12.25    | 722.75       |
| 12" x 30"                | Trench | W1      | 71    | lf | 11.75    | 834.25       |
| 12" x 22"                | Trench | W4      | 307   | lf | 11.00    | 3,377.00     |
| Bell Hole for Gas Tie-In |        |         | 1     | ea | 1,900.00 | 1,900.00     |
|                          |        |         |       |    |          | <hr/>        |
|                          |        |         |       |    |          | \$ 90,278.25 |

**Vaults/Splice Boxes (Excavate Only)**

|           |        |                     |    |    |        |          |
|-----------|--------|---------------------|----|----|--------|----------|
| 17" x 30" | L.I.D. | Secondary Box (18") | 19 | ea | 170.00 | 3,230.00 |
|-----------|--------|---------------------|----|----|--------|----------|



|           |         |                     |    |    |        |                     |
|-----------|---------|---------------------|----|----|--------|---------------------|
| 24" x 36" | L.I.D.  | Secondary Box (18") | 1  | ea | 200.00 | 200.00              |
| 24" x 36" | L.I.D.  | Secondary Box (26") | 1  | ea | 200.00 | 200.00              |
| 4' x 6'6" | L.I.D.  | Primary Box         | 1  | ea | 765.00 | 765.00              |
| 36" x 52" | L.I.D.  | Transformer Pad     | 6  | ea | 540.00 | 3,240.00            |
| 17" x 30" | AT&T    | Telephone Box (34") | 7  | ea | 220.00 | 1,540.00            |
| 24" x 36" | AT&T    | Telephone Box (42") | 1  | ea | 285.00 | 285.00              |
| 24" x 36" | Comcast | CATV Box            | 17 | ea | 85.00  | 1,445.00            |
|           |         |                     |    |    |        | <b>\$ 10,905.00</b> |

#### Vaults/Splice Boxes (Supply & Install)

|           |        |                     |    |    |          |                     |
|-----------|--------|---------------------|----|----|----------|---------------------|
| 17" x 30" | L.I.D. | Secondary Box (18") | 19 | ea | 315.00   | 5,985.00            |
| 24" x 36" | L.I.D. | Secondary Box (18") | 1  | ea | 515.00   | 515.00              |
| 24" x 36" | L.I.D. | Secondary Box (26") | 1  | ea | 655.00   | 655.00              |
| 4' x 6'6" | L.I.D. | Primary Box         | 1  | ea | 6,535.00 | 6,535.00            |
| 36" x 52" | L.I.D. | Transformer Pad     | 6  | ea | 875.00   | 5,250.00            |
| 17" x 30" | AT&T   | Telephone Box (34") | 7  | ea | 500.00   | 3,500.00            |
| 24" x 36" | AT&T   | Telephone Box (42") | 1  | ea | 775.00   | 775.00              |
|           |        |                     |    |    |          | <b>\$ 23,215.00</b> |

#### Conduit

|    |        |         |       |    |      |                     |
|----|--------|---------|-------|----|------|---------------------|
| 2" | L.I.D. | Conduit | 1,683 | lf | 2.20 | 3,702.60            |
| 3" | L.I.D. | Conduit | 3,364 | lf | 3.10 | 10,428.40           |
| 4" | L.I.D. | Conduit | 50    | lf | 3.45 | 172.50              |
| 4" | AT&T   | Conduit | 1,950 | lf | 3.55 | 6,922.50            |
| 2" | AT&T   | Conduit | 6,425 | lf | 2.20 | 14,135.00           |
|    |        |         |       |    |      | <b>\$ 35,361.00</b> |

#### Gas System

|    |                       |       |    |        |                     |
|----|-----------------------|-------|----|--------|---------------------|
| 2" | Gas Main              | 2,008 | lf | 3.25   | 6,526.00            |
| 1" | Gas Stub Service Only | 59    | ea | 215.00 | 12,685.00           |
| 1" | Excess Flow Valve     | 32    | ea | 165.00 | 5,280.00            |
|    |                       |       |    |        | <u>\$ 24,491.00</u> |

#### Electric System

|                                 |           |       |    |           |                     |
|---------------------------------|-----------|-------|----|-----------|---------------------|
| Pad Mounted Transformer 26-1502 | (Supply)  | 1     | ea | By Others | By Others           |
| Pad Mounted Transformer 26-1502 | (Install) | 1     | ea | 385.00    | 385.00              |
| Pad Mounted Transformer 26-1503 | (Supply)  | 5     | ea | By Others | By Others           |
| Pad Mounted Transformer 26-1503 | (Install) | 5     | ea | 385.00    | 1,925.00            |
| Primary Cable 1/0-1W            | (Supply)  | 1     | ls | 6,135.00  | 6,135.00            |
| Primary Cable 1/0-1W            | (Install) | 1,836 | lf | 3.00      | 5,508.00            |
| Secondary Cable 4/0-AT          | (Supply)  | 1     | ls | 2,870.00  | 2,870.00            |
| Secondary Cable 4/0-AT          | (Install) | 1,287 | lf | 0.85      | 1,093.95            |
| Secondary Cable 350-AT          | (Supply)  | 1     | ls | 250.00    | 250.00              |
| Secondary Cable 350-AT          | (Install) | 64    | lf | 0.85      | 54.40               |
| Primary/Secondary Splicing      |           | 1     | ls | 9,880.00  | 19,880.00           |
|                                 |           |       |    |           | <u>19,880.00</u>    |
|                                 |           |       |    |           | <u>\$ 38,101.35</u> |

#### Lighting System

|         |                            |    |    |          |            |
|---------|----------------------------|----|----|----------|------------|
| 35W LED | Decorative Electrolier     | 17 | ea | 6,100.00 | 103,700.00 |
| 1-1/2"  | Conduit w/ 2 - #8 Cu. Wire | 35 | lf | 5.00     | 175.00     |

|        |                                   |       |    |          |          |
|--------|-----------------------------------|-------|----|----------|----------|
| 1-1/2" | Conduit w/ 3 - #8 Cu. Wire        | 20    | lf | 5.50     | 110.00   |
| 1-1/2" | Conduit w/ 2 - #8 Cu. Wire & Grd. | 1,111 | lf | 5.50     | 6,110.50 |
| #3-1/2 | Splice Box                        | 28    | ea | 135.00   | 3,780.00 |
| 100A   | Metered Pedestal (Install Only)   | 2     | ea | 2,500.00 | 5,000.00 |

**\$ 118,875.50**

**TRACT 3830 TOTAL = \$ 341,227.10**

**Tract 3831**

1 Bole 6006 06-610

**Trench & Backfill**

|                          |        |         |     |    |          |           |
|--------------------------|--------|---------|-----|----|----------|-----------|
| 36" x 63"                | Trench | A       | 110 | lf | 31.50    | 3,465.00  |
| 36" x 63"                | Trench | A1      | 127 | lf | 31.50    | 4,000.50  |
| 36" x 55"                | Trench | A2      | 640 | lf | 23.75    | 15,200.00 |
| 36" x 55"                | Trench | A3      | 175 | lf | 23.75    | 4,156.25  |
| 36" x 52"                | Trench | M1      | 592 | lf | 23.50    | 13,912.00 |
| 24" x 52"                | Trench | M2-stub | 276 | lf | 18.75    | 5,175.00  |
| 36" x 60"                | Trench | M4      | 208 | lf | 30.75    | 6,396.00  |
| 12" x 22"                | Trench | W4      | 259 | lf | 11.00    | 2,849.00  |
| Bell Hole for Gas Tie-In |        |         | 1   | ea | 2,965.00 | 2,965.00  |

**\$ 58,118.75**

**Vaults/Splice Boxes (Excavate Only)**

|           |         |                     |    |    |        |          |
|-----------|---------|---------------------|----|----|--------|----------|
| 17" x 30" | L.I.D.  | Secondary Box (18") | 5  | ea | 170.00 | 850.00   |
| 24" x 36" | L.I.D.  | Secondary Box (18") | 4  | ea | 200.00 | 800.00   |
| 24" x 36" | L.I.D.  | Secondary Box (26") | 2  | ea | 200.00 | 400.00   |
| 3' x 5'   | L.I.D.  | Primary Box         | 2  | ea | 590.00 | 1,180.00 |
| 4' x 6'6" | L.I.D.  | Primary Box         | 1  | ea | 765.00 | 765.00   |
| 36" x 52" | L.I.D.  | Transformer Pad     | 3  | ea | 540.00 | 1,620.00 |
| 17" x 30" | AT&T    | Telephone Box (34") | 3  | ea | 220.00 | 660.00   |
| 3' x 5'   | AT&T    | Telephone Box (36") | 1  | ea | 590.00 | 590.00   |
| 24" x 36" | Comcast | CATV Box            | 11 | ea | 85.00  | 935.00   |

**\$ 7,800.00**

**Vaults/Splice Boxes (Supply & Install)**

|           |        |                     |   |    |          |          |
|-----------|--------|---------------------|---|----|----------|----------|
| 17" x 30" | L.I.D. | Secondary Box (18") | 5 | ea | 315.00   | 1,575.00 |
| 24" x 36" | L.I.D. | Secondary Box (18") | 4 | ea | 515.00   | 2,060.00 |
| 24" x 36" | L.I.D. | Secondary Box (26") | 2 | ea | 655.00   | 1,310.00 |
| 3' x 5'   | L.I.D. | Primary Box         | 2 | ea | 3,325.00 | 6,650.00 |
| 4' x 6'6" | L.I.D. | Primary Box         | 1 | ea | 6,535.00 | 6,535.00 |
| 36" x 52" | L.I.D. | Transformer Pad     | 3 | ea | 875.00   | 2,625.00 |
| 17" x 30" | AT&T   | Telephone Box (34") | 3 | ea | 500.00   | 1,500.00 |
| 3' x 5'   | AT&T   | Telephone Box (36") | 1 | ea | 2,925.00 | 2,925.00 |

**\$ 25,180.00**

**Conduit**

|    |        |         |       |    |      |          |
|----|--------|---------|-------|----|------|----------|
| 2" | L.I.D. | Conduit | 2,007 | lf | 2.20 | 4,415.40 |
| 3" | L.I.D. | Conduit | 2,205 | lf | 3.10 | 6,835.50 |
| 4" | L.I.D. | Conduit | 458   | lf | 3.45 | 1,580.10 |



## **EXHIBIT "F"**

### **UTILITY CAPACITY GUARANTEES**

In accordance with the First Amendment to the 2003 Amended and Restated Development Agreement by and Between the City of Lathrop and Calafia, LLC, ("DA"), SUBDIVIDER shall provide the following guarantees for wastewater treatment and recycled water capacity to utilize an additional 70,000 gallons per day of treatment capacity from the Lathrop Consolidated Treatment Facility ("CTF") on an interim basis.

Pursuant to the Subdivision Improvement Agreement for Tract 3904 between the City and River Islands Development, LLC, 120,000 gallons per day of treatment capacity from the Lathrop CTF was approved for an interim time period under certain conditions. Requirements for the additional 120,000 gpd of capacity to be utilized (along with the 60,000 gpd approved previously for a total of 180,000 gpd), as most recently modified by the Tract 3904 SIA, the following conditions were to be satisfied prior to December 31, 2017:

1. Have fully constructed, inspected and dedicated to the City the following improvements:
  - Either the Paradise Road Sprayfield Expansion to accommodate 250,000 gpd of treatment capacity **OR** the Southeast Stewart Tract Sprayfields to accommodate 250,000 gpd of treatment capacity. As an option, a combination of these facilities may be constructed, but a total of 250,000 gpd of equivalent disposal capacity shall be provided in total.
  - Recycled Water Pipeline Extension to the Southeast Stewart Tract Storage Basin
  - Interim Recycled Water Pump Station (at Southeast Stewart Tract Storage Basin Site)
2. City shall retain the existing Performance and Labor and Materials Bonds posted in 2015 to guarantee construction of all improvements. Such bonds shall be released upon dedication of all relevant improvements.
3. Provide any outstanding funding for RWQCB permits and/or authorizations to be completed by the City to allow use of the 250,000 gpd in treatment and disposal.
4. Provide appropriate easements in favor of the City for the recycled water extension and procure any required encroachment permits.

SUBDIVIDER completed the Southeast Stewart Tract Storage Basin, (including and additional expansion to provide future capacity), Southeast Stewart Tract Sprayfields, Interim Pump Station and Recycled Water Pipeline Extension in February 2018, with all as-built plans provided to the City and Regional Water Quality Control Board. Further, SUBDIVIDER provided executed deeds for relevant property and easements for the Southeast Stewart Tract improvements for dedication to the City.

With satisfaction of the aforementioned conditions included in this Exhibit, SUBDIVIDER was allocated and allowed to use the first 180,000 gpd of the 250,000 gpd constructed at the CTF with SUBDIVIDER funding. On an interim basis, in satisfaction of the improvements described above, SUBDIVIDER shall be allocated an additional 70,000 gpd of treatment capacity (for a total of 250,000 gpd) until all 250,000 gpd of treatment capacity is permanently allocated to the River Islands Project, expected in July 2018.



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

February 28, 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 3830; Escrow No. 1211043012**

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 City has approved the map in writing. The closing date for the Transaction is intended to occur by February 1, 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 July 1, 2018, ORTC will return the Final Map to 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 3830, executed and acknowledged by City.

The document listed in Item B.1 above is referred to as the "**Recordation Document**." The Recordation Document shall be recorded in the order referred to above. The date on which the Recordation Document is recorded in the Official Records is the Recordation Date.

### C. Funds and Settlement Statement

You also have received, or will receive from RID, prior to the recordation of the Recordation Document, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both 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.

C.1 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:

a. The amount of **\$17,552.70**, payable to City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended "**Sierra Club Agreement**"), constituting the amount of \$2,970.00 multiplied by 5.91 acres (or portion thereof) included in the Final Map, is to be transferred to City upon recordation of the Final Map. City's wire instructions are set forth below.

The amounts set forth in Section C are referred to as the "**Closing Funds**."

### **D. Closing Requirements**

When the following has occurred, you are authorized to close the Escrow at the time(s) and in accordance with the process set forth below:

D.1. You have delivered copies of your Settlement Statement by email transmission to (a) Susan Dell'Osso ([sdelloso@riverislands.com](mailto:sdelloso@riverislands.com)); (b) Debbie Belmar ([dbelmar@riverislands.com](mailto:dbelmar@riverislands.com)); (c) Stephen Salvatore ([ssalvatore@ci.lathrop.ca.us](mailto:ssalvatore@ci.lathrop.ca.us)); (d) Salvador Navarrete ([snavarrete@ci.lathrop.ca.us](mailto:snavarrete@ci.lathrop.ca.us)); (e) Cari James ([cjames@ci.lathrop.ca.us](mailto:cjames@ci.lathrop.ca.us)); and (f) Glenn Gebhardt ([ggebhardt@ci.lathrop.ca.us](mailto: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 Document and all other documents described herein as being held by you or delivered to you have been received by you, and have been fully executed and, where applicable, acknowledged, you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached.

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

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and 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 Document and complete the Transaction.

### **E. Closing Process and Priorities**

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

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



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

- E.2. Record the Final Map and the Recordation Document in the Official Records.
- E.3. Pay the costs associated with the Transaction.
- E.4. Refund any funds delivered to you by 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  
1676 N. California Blvd., Suite 420  
Walnut Creek, CA 94596  
Attn: William C. Scott, Jr.
- 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) Debbie Belmar, River Islands Development, LLC, 73 West 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 Document, showing all recording information of the Recordation Document; and
- (B) A certified copy of the final Settlement Statement.

**F. Additional Instructions**

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

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

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

Very truly yours,

\_\_\_\_\_  
Susan Dell'Osso, President  
River Islands Development, LLC

\_\_\_\_\_  
Stephen J. Salvatore, City Manager  
City of Lathrop

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

ESCROW INSTRUCTIONS

ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RID and 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 City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**PAGE LEFT  
INTENTIONALLY  
BLANK**



**CITY MANAGER'S REPORT  
MARCH 12, 2018 CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVE AGREEMENT WITH WOODARD & CURRAN  
FOR RECYCLED WATER PROGRAM ADMINISTRATION  
AND MANAGEMENT, CIP RW 16-06 AND RELATED  
BUDGET AMENDMENT**

**RECOMMENDATION: Adopt a Resolution Approving an Agreement with  
Woodard & Curran for the Recycled Water Program  
Administration and Management, CIP RW 16-06 and  
Related Budget Amendment**

---

**SUMMARY:**

River Islands desires to expand the use of recycled water for urban landscape areas. Staff is requesting City Council approval of an agreement with Woodard & Curran (formerly RMC Water and Environment) for Program Administration and Management services that are needed to support this project for the first year of program implementation. As part of the City's Master Reclamation Permit (MRP) adopted by the Central Valley Regional Water Quality Control Board, the Recycled Water Program will need additional regulatory monitoring and reporting along with supervisor and user training. The cost of the agreement is not to exceed \$50,298, in addition to the City's administration fee in the amount of \$7,545 for a grand total of \$57,843, which will be fully funded by River Islands.

**BACKGROUND:**

The Recycled Water Program Implementation CIP RW 16-06 was created to set up a utility to expand the use of recycled water for urban landscape. Modifications to the recycled water system will need to be completed to allow for on-demand delivery of recycled water to River Islands and other areas designated for using recycled water.

Initially, the recycled water program will be for the addition of urban landscape use in River Islands, but in the future, the program would be expanded to the Mossdale, Central Lathrop Specific Plan and potentially other development areas. On August 21, 2017 City Council approved agreements with Pacific Advanced Civil Engineering, EKI Environment & Water, Inc. and RMC Water and Environment to develop the Recycled Water Program, and this work is substantially complete. At the request of staff, Woodward & Curran (formerly RMC Water and Environment) has provided a proposal for Program Administration and Management services that are needed to allow the addition of recycled water for urban landscape use in the River Islands development area.

**CITY MANAGER’S REPORT**  
**MARCH 12, 2018 CITY COUNCIL REGULAR MEETING**  
**APPROVE AGREEMENT WITH WOODARD & CURRAN FOR RECYCLED WATER PROGRAM ADMINISTRATION AND MANAGEMENT, CIP RW 16-06 AND RELATED BUDGET AMENDMENT**

**PAGE 2**

**RECOMMENDATION:**

Staff is requesting City Council approval of an agreement with Woodard & Curran (formerly RMC Water and Environment) for Program Administration and Management services that are needed to allow the addition of recycled water for urban landscape use in the River Islands development.

**COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:**

This agenda item promotes Economic Growth by providing recycled water and associated wastewater disposal capacity needed to serve new development projects.

**FISCAL IMPACT**

The cost of Woodward & Curran’s agreement in the amount of \$50,298 and \$7,545 Administration fee for a grand total of \$57,843, will be fully funded by River Islands. A budget amendment to the following accounts will be required in order to allocate the funds in the project, the budget amendment is as follows:

|                              |             |
|------------------------------|-------------|
| Increase Revenue             |             |
| 1010-5006-341-01-01          | \$ 7,545.00 |
| 2710-8000-372-01-00          | \$50,298.00 |
| Increase Transfer Out        |             |
| 2710-9900-990-9010           | \$50,298.00 |
| Increase Transfer In         |             |
| 6090-9900-393-0000 RW 16-06  | \$50,298.00 |
| Increase Appropriation       |             |
| 6090-8000-420-01-00 RW 16-06 | \$50,298.00 |

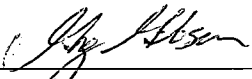
**ATTACHMENTS:**

- A. Resolution Approving an Agreement with Woodard & Curran for the Recycled Water Program Administration and Management, CIP RW 16-06 and Related Budget Amendment
- B. Agreement with Woodard & Curran for the Recycled Water Program Administration and Management, CIP RW 16-06

MARCH 12, 2018 CITY COUNCIL REGULAR MEETING

APPROVE AGREEMENT WITH WOODARD & CURRAN FOR RECYCLED WATER  
PROGRAM ADMINISTRATION AND MANAGEMENT, CIP RW 16-06 AND  
RELATED BUDGET AMENDMENT

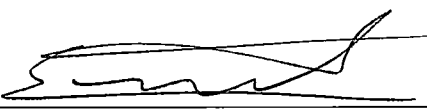
APPROVALS:

  
\_\_\_\_\_  
Greg Gibson  
Senior Civil Engineer


3/5/18  
\_\_\_\_\_  
Date

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

3/6/18  
\_\_\_\_\_  
Date

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

3-6-18  
\_\_\_\_\_  
Date

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

3.6.18  
\_\_\_\_\_  
Date

**RESOLUTION NO. 18 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING AN AGREEMENT WITH WOODARD & CURRAN FOR RECYCLED  
WATER PROGRAM ADMINISTRATION AND MANAGEMENT, CIP RW 16-06  
AND RELATED BUDGET AMENDMENT**

**WHEREAS**, in May 2016, the Central Valley Regional Water Quality Control Board (CVRWQCB) adopted the Waste Discharge Requirements (WDRs) and Master Recycling Permit (MRP) Order R5-2016-0028 for the City of Lathrop Consolidated Treatment Facility (LCTF); and

**WHEREAS**, River Islands has expressed an interest in the use of recycled water in urban landscape areas and has agreed to fund the initial costs for Recycled Water Program Implementation; and

**WHEREAS**, the Recycled Water Program Implementation CIP RW 16-06 was created to set up a utility to expand the use of recycled water for urban landscape areas; and

**WHEREAS**, an agreement with Woodard & Curran (formerly RMC Water and Environment) is needed for Program Administration and Management to support this project for the first year of program implementation; and

**WHEREAS**, the cost of the agreement is not to exceed \$50,298, in addition to the City's administration fee in the amount of \$7,545 for a total cost of \$57,843, which will be fully funded by River Islands.

**NOW THEREFORE, BE IT RESOLVED**, the City Council of the City of Lathrop does hereby an agreement with Woodard & Curran (formerly RMC Water and Environment) for Program Administration and Management services for a cost not to exceed \$50,298; and

**BE IT FURTHER RESOLVED**, the cost of Woodward & Curran's agreement in the amount of \$50,298 and \$7,545 Administration fee for a grand total of \$57,843, will be fully funded by River Islands. A budget amendment to the following accounts will be required in order to allocate the funds in the project, the budget amendment is approved as follows:

|                     |             |
|---------------------|-------------|
| Increase Revenue    |             |
| 1010-5006-341-01-01 | \$ 7,545.00 |
| 2710-8000-372-01-00 | \$50,298.00 |

|                       |             |
|-----------------------|-------------|
| Increase Transfer Out |             |
| 2710-9900-990-9010    | \$50,298.00 |

|                             |             |
|-----------------------------|-------------|
| Increase Transfer In        |             |
| 6090-9900-393-0000 RW 16-06 | \$50,298.00 |

|                              |             |
|------------------------------|-------------|
| Increase Appropriation       |             |
| 6090-8000-420-01-00 RW 16-06 | \$50,298.00 |

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

**CITY OF LATHROP  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
WITH WOODARD & CURRAN**

**TO PROVIDE RECYCLED WATER PROGRAM ADMINISTRATION AND  
MANAGEMENT FOR RIVER ISLANDS USE AREA FOR CIP RW 16-06  
RECYCLED WATER PROGRAM**

**THIS AGREEMENT**, dated for convenience this day 12th of March 2018 is by and between Woodard & Curran ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

**RECITALS:**

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

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

**WHEREAS**, CONSULTANT submitted a Scope of Work dated February 28, 2018 in the amount of \$50,298 to provide recycled water program administration and management for River Islands use area; and

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

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

**AGREEMENT**

**(1) Scope of Service.**

CONSULTANT agrees to perform Professional Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

**(2) Compensation.**

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$50,298**, for the Professional Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT  
**WOODARD & CURRAN**

In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work.

**(3) Effective Date and Term.**

The effective date of this Agreement is March 12, 2018, and it shall terminate no later than June 30<sup>th</sup>, 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. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

**(5) Billings**

CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

**(6) Advice and Status Reporting**

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

**(7) Assignment of Personnel**

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



CITY OF LATHROP – CONSULTING SERVICES AGREEMENT  
**WOODARD & CURRAN**

The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: David L. Richardson, PE. CONSULTANT shall not replace its Authorized Representative without the prior written approval by the CITY.

**(8) Assignment and Subcontracting**

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

**(9) Insurance**

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

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

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT  
WOODARD & CURRAN**

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement.

If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefore, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT  
WOODARD & CURRAN**

- (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 coverage's 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 claim 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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT  
WOODARD & CURRAN

4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.
- (e) During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (f) 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.
- (g) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT  
WOODARD & CURRAN**

(iii) Terminate this Agreement.

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

**(10) Indemnification - CONSULTANT'S Responsibility**

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

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

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**(11) Licenses**

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

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT  
WOODARD & CURRAN**

**(12) Business Licenses**

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

**(13) Termination**

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

**(14) Funding**

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

**(15) Notices**

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

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT  
WOODARD & CURRAN**

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

Copy to: City of Lathrop  
Department of Public Works  
390 Towne Centre  
Lathrop, CA 95330

Main: (209) 941-7430  
Fax: (209) 941-7449

To Consultant: Woodard & Curran  
2175 North California Blvd.  
Walnut Creek, CA 94596

Phone: (925) 627-4100  
Fax: (925) 627-4101

**(16) Miscellaneous**

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT  
WOODARD & CURRAN**

- (f) **Incorporation of Documents.** All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) **Integration.** This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) **Modification of Agreement.** This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) **Status of CONSULTANT.** In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (l) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last.



**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT  
WOODARD & CURRAN**

If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

**(17) Notice to Proceed**

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

**(18) Signatures**

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





February 28, 2018

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

Subject: **Proposal to Provide Recycled Water Program Administration and Management for River Islands Use Area**

Dear Greg,

The City of Lathrop (City) is continuing its efforts to expand the use of recycled water to the developing community of River Islands to beneficially reuse the high-quality water produced by the City's Consolidated Wastewater Treatment Facility (CTF). Following adoption of the CTF Waste Discharge Requirements (WDR) and Master Recycling Permit (Order R5-2016-0028) (Permit), River Islands and the City have expressed their desire to initiate landscape irrigation with recycled water at several new sites over the next year. For this to happen, the City needs to implement a Recycled Water Program that has the administrative elements in place to methodically allow use of tertiary treated effluent in River Islands in compliance with the State of California's Title 22 California Code of Regulations.

Woodard & Curran (formerly RMC Water and Environment) has worked with the City over the past year to develop this Recycled Water Program by developing several key documents including the Recycled Water User Guide, User Agreement, and Site Supervisor Training Materials. Woodard & Curran has also updated relevant City documents, including the Recycled Water Operations Plan and Ordinance.

Woodard & Curran is pleased to present the following scope of work to support the administration and management of the City's Recycled Water Program for River Islands Use Areas for its first year of implementation. Woodard & Curran anticipates that River Islands will desire to irrigate several landscape sites within their single designated Use Area with recycled water over the next year; thus, this scope of work supports the administration and management of the City's Recycled Water Program for as many sites as-needed within their Use Area.

### **Scope of Work**

#### ***Task 1: Monthly Activities***

Consultant will collect landscape irrigation **monitoring reports** from River Islands and aggregate them into one report to be submitted to the Regional Board. Consultant will check that these reports meet the requirements of the WDR and work with the User to correct them if they are non-compliant. Only one report per Use Area is required, but data from different sites within the Use



Area may need to be compiled. This task also includes project management related activities such as billing, progress reporting, and meetings related to monitoring reporting.

Assumptions:

- While Consultant will gather **monitoring reports** from River Islands, the City will submit them to the Regional Board along with the other monthly monitoring reports required in the WDR regarding groundwater and CTF water quality.

Deliverables:

- Checked and compiled landscape irrigation monthly **monitoring reports** (up to 12 reports covering the first year of City's Recycled Water Program)

***Task 2: As-Needed New Site Activities***

This task includes all activities related to new sites within the River Islands Use Area that will use recycled water for landscape irrigation. The activities described herein will be completed to ensure that these new sites within the River Islands Use Area comply with City, Regional Board, and State recycled water requirements. Since the size and number of the sites will vary over time, this task will be charged on a time and materials basis. Additional factors, such as grouping sites or reviewing each site individually will impact the time and materials used with this task.

Consultant will review recycled water plans from River Islands to ensure that they conform to the guidelines set forth in the Recycled Water User Guide, City Ordinance, City Design and Construction Standards, Regional Board requirements, and State requirements. If the plans do not conform to those guidelines, Consultant will work with River Islands to update the User's plans, as appropriate.

Consultant will provide 1-hour Site Supervisor Training courses to new River Islands Site Supervisors to educate them on the proper use and maintenance of onsite recycled water use facilities as needed. River Islands may require only one Site Supervisor Training, more may be needed if additional Site Supervisors are added following the initial training.

Consultant will prepare a *User Report* for the new River Islands Use Area that includes a signed User Agreement with River Islands, per Regional Board requirements. Consultant will submit *User Reports* to the Regional Board on behalf of the City.

Consultant will conduct the site inspections of new recycled water sites, using the Construction Checklist developed as part of the Recycled Water Program Development project. During site inspections, flow adjustments are made, tagging is inspected, and coverage is checked to verify that construction was performed correctly. The Consultant will generate a punch list of corrections to be made by River Islands if necessary.

If desired by the City, Consultant will retain sub-consultant who is an American Water Works Association Certified Cross Connection Control Specialist to provide cross connection testing services. These tests take between 4 to 8 hours each, depending on the site. Cross connection tests will be performed using the shut-off method, as described in the Recycled Water User Guide. The sub-consultant will complete the Cross Connection Test Certification Form for each site tested. The sub-consultant may perform up to two cross connection tests.



In addition to the tasks outlined above, there may be other recycled water program administration items that arise due to discussions with the Regional Board or changes to the Recycled Water Program. Consultant will provide as-needed support for the preparation of additional materials or for additional meetings where identified and approved by the City.

Finally, this task includes the internal and external coordination and communication necessary to assure the project is completed as planned, including communication with City staff on the status of the project work, attendance at meetings, preparation of meeting agendas and minutes/summary preparation of monthly invoices and progress reports and preparation and maintenance of schedule of deliverables (as needed).

The estimated price for this task as indicated on Attachment A is provided as a not to exceed amount for the first year of implementation. Costs beyond the initial year shall continue to be to charged on a time and materials basis upon River Islands/City written approval.

Deliverables:

- Monthly invoice and progress reports
- Attendance at meetings or conference calls with City and River Islands, and corresponding minutes and agendas
- Discussions with Regional Board.
- Feedback to River Islands, if site plans do not conform to Recycled Water Program guidelines
- Site Supervisor trainings
- One *User Reports* for the River Islands Use Area and submission of this report to the Regional Board on the City's behalf
- Site inspections
- Completed Construction Checklists
- Punch list of construction corrections to be made by River Islands (if necessary)
- Updates to Recycled Water Program documents
- Cross connection tests completed Cross Connection Certification forms for each site tested
- Other deliverables, as identified

Assumptions:

- While Consultant will review the site plans and provide feedback for River Islands and recommendations to the City, the City is ultimately responsible for approving the site plans.
- The cost of time and transportation for Consultant to travel to Lathrop to perform Site Supervisor trainings and site inspections is included in our fee estimate.
- The cost of time and transportation for sub-consultant to travel to Lathrop to perform cross-connection tests is included in the budget.
- Items desired by the City or River Islands not explicitly described here, but approved by the City, will fall under this task.



The not to exceed cost for the scope of work is \$50,298 as detailed on the attached fee estimate. The initial schedule is for one year, but the scope can be extended annually. Any unused budget shall be applied to future work in the subsequent year.

Woodard & Curran is eager to continue the collaboration with you, your staff, your consulting team, and River Islands to help move the City's recycled water program forward. If you have any questions about our proposal or would like additional information, please call me at (926) 627-4138.

Sincerely,

A handwritten signature in cursive script that reads 'David L. Richardson'.

David L. Richardson, PE  
Principal and National Practice Leader, Recycled Water  
**Woodard & Curran**



## **Attachment A – Fee Estimate**



## Level of Effort

### City of Lathrop Recycled Water Program Administration and Management

| Tasks                                 |                 | Labor          |              |               |             |                       |                          |          |                               | ODCs    |                | Total     |
|---------------------------------------|-----------------|----------------|--------------|---------------|-------------|-----------------------|--------------------------|----------|-------------------------------|---------|----------------|-----------|
|                                       | Dave Richardson | Kraig Erickson | Rachel Gross | Kevin Randeni | Total Hours | Total Labor Costs (1) | Cross Connection Testing | Subtotal | Sub Consultant Total Cost (2) | ODCs    | Total ODCs (3) | Total Fee |
|                                       | PIC             | PM             | PE           | PE            |             |                       | SUB                      |          |                               |         |                |           |
|                                       | \$315           | \$244          | \$182        | \$182         |             |                       | \$200                    |          |                               |         |                |           |
| Recycled Water Program Development    |                 |                |              |               |             |                       |                          |          |                               |         |                |           |
| Task 1: Monthly Activities            | 6               | 0              | 24           | 0             | 30          | \$6,258               | 0                        | \$0      | \$0                           | \$0     | \$0            | \$6,258   |
| Task 2: As-Needed New Site Activities | 10              | 60             | 60           | 60            | 190         | \$39,630              | 16                       | \$3,200  | \$3,360                       | \$1,000 | \$1,050        | \$44,040  |
| TOTAL                                 | 16              | 60             | 84           | 60            | 220         | \$45,888              | 16                       | \$3,200  | \$3,360                       | \$1,000 | \$1,050        | \$50,298  |



**CITY MANAGER'S REPORT  
MARCH 12, 2018 CITY COUNCIL REGULAR MEETING**

**ITEM: CERTIFY AND APPROVE SEWER SYSTEM  
MANAGEMENT PLAN UPDATE**

**RECOMMENDATION: Approve Resolution to Update the City  
Lathrop Sewer System Management Plan and  
Program of Implementation**

---

**SUMMARY:**

The City of Lathrop, along with all public entities that own or operate sanitary sewer systems in the State of California, is required by the State Water Resources Control Board (SWRCB) Order No. 2006-0003 to develop and implement a Sewer System Management Plan (SSMP). The City of Lathrop's SSMP was prepared in 2009 and needs to be periodically updated to match current conditions and for compliance with State regulations for sanitary sewer systems. On June 5, 2017, the City Council approved an agreement with EKI Environment & Water, Inc. (EKI) to update the City's SSMP. Staff is requesting Council to both certify and approve the final SSMP and its program of implementation (as described in the SSMP) are in compliance with the Statewide General Waste Discharge Requirements (GWDR), and authorize the City Manager to sign the certification for submission to the SWRCB.

**BACKGROUND:**

On May 2, 2006, the State Water Resources Control Board (SWRCB) adopted Resolution 2006-003, which established GWDR for all publicly owned and operated sanitary sewer systems within the State of California. The GWDR requires all federal, state, municipalities, counties, districts, and other public entities that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility in California to electronically report Sanitary Sewer Overflows (SSOs) to a State database, and to develop and implement a system-specific Sewer System Management Plan (SSMP).

The City of Lathrop's SSMP was prepared in 2009 and needs to be updated to match current conditions and for compliance with State regulations for sanitary sewer systems. On June 5, 2017, the City Council approved an agreement with EKI Environment & Water, Inc. (EKI) to update the City's SSMP. Working with City staff, EKI has completed the update of the SSMP. Per the State regulations, adoption and re-certification by Council is required whenever significant updates to the SSMP are made. Staff is requesting Council to certify and approve the updated SSMP and program of implementation are in compliance with the GWDR, and authorize the Director of Public Works to sign the certification to the SWRCB.

**MARCH 12, 2018, CITY COUNCIL REGULAR MEETING  
CERTIFY AND APPROVE SEWER SYSTEM MANAGEMENT PLAN****REASON FOR RECOMMENDATION:**

The City of Lathrop, along with all public entities that own or operate sanitary sewer systems, is required by the State Water Resources Control Board (SWRCB) Order No. 2006-003-DWQ to develop and implement a Sewer System Management Plan (SSMP) in accordance with implementation schedules mandated by the State and Regional Water Boards. Staff has prepared a SSMP and requests Council approve and certify that both the SSMP and program implementation are in compliance with the GWDR and authorize the Director of Public Works to sign the certification to the SWRCB.

**FISCAL IMPACT:**

No additional fiscal impact at this time. The cost to prepare and implement the SSMP is budgeted in the Wastewater Fund 6010, Wastewater Recycling Plant 1-Crossroads Fund 6050 and Wastewater Recycling Plant 1-MBR Fund 6080.

**ATTACHMENTS:**

- A. Resolution Certifying and Approving Update of the City of Lathrop Sewer System Management Plan and Program of Implementation



## **RESOLUTION 18-\_\_\_\_\_**

### **RESOLUTION TO CERTIFY AND APPROVE UPDATE TO LATHROP SEWER SYSTEM MANAGEMENT PLAN AND PROGRAM OF IMPLEMENTATION**

**WHEREAS**, the City of Lathrop, along with all public entities that own or operate sanitary sewer systems, is required by the State Water Resources Control Board (SWRCB) Order No. 2006-0003, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (GWDR) to develop and implement a Sewer System Management Plan (SSMP) in accordance with implementation schedules mandated by the State and Regional Water Boards; and

**WHEREAS**, The City of Lathrop's SSMP was prepared in 2009 and needs to be periodically updated to match current conditions and for compliance with State regulations for sanitary sewer systems; and

**WHEREAS**, on June 5, 2017, the City Council approved an agreement with EKI Environment & Water, Inc. (EKI) to update the City's SSMP, and working with City staff, EKI has completed the update of the SSMP; and

**WHEREAS**, the SWRCB Order requires both the SSMP and the Enrollee's program to implement the SSMP to be certified by the Enrollee's governing board to be in compliance with the requirements set forth in the GWDR, and must be presented to the Enrollee's governing board for approval at a public meeting.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop hereby both approves and certifies that the update of the City of Lathrop Sanitary Sewer Management Plan and the program to implement the SSMP, are in compliance with the GWDR, and authorizes the Director of Public Works to sign the certification to the SWRCB.

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

**PAGE LEFT  
INTENTIONALLY  
BLANK**

**CITY MANAGER'S REPORT  
MARCH 12, 2018 CITY COUNCIL REGULAR MEETING**

**ITEM: TRAFFIC CALMING REQUEST ASSOCIATED  
WITH CIP PS 18-02**

**RECOMMENDATION: Approve a Resolution Authorizing Staff to  
Install Speed Humps on Pine Valley Drive  
Between Prairie Dunes Drive and Oakhill  
Street Associated with CIP PS 18-02 Traffic  
Calming Measures**

---

**SUMMARY:**

Residents submitted a request for consideration of traffic calming measures on Pine Valley Drive between Prairie Dunes Drive and Oakhill Street; see attached diagram. Staff reviewed the request and processed it in accordance with the adopted Traffic Calming Program. Along with the implementation of Level 1 measures, staff coordinated with Lathrop Police Services (LPS) and the Lathrop Manteca Fire Department (LMFD).

Residents submitted a petition for the installation of speed humps, a Level 3 measure. Prior to the installation of a Level 2 or Level 3 measure, the Traffic Calming Program requires that an item be submitted to City Council for approval.

Sufficient funds have been included in the adopted FY 17-19 Budget in CIP PS 18-02 Traffic Calming Measures for the installation of speed humps. Staff recommends City Council approve the installation of speed humps on Pine Valley Drive between Prairie Dunes Drive and Oakhill Street.

**BACKGROUND:**

City Council adopted a Traffic Calming Program to address local neighborhood traffic concerns. The Traffic Calming Program is intended to mitigate the concerns in a systematic and efficient manner and help prevent unintended consequences, such as redirecting traffic to other areas. The Traffic Calming Program provides a broad range of possible solutions to neighborhood traffic concerns. The program incorporates many effective ideas and traffic calming measures that have proven to be successful in other communities throughout the region.

Pine Valley Drive is a residential street with a speed limit of 25 miles per hour (mph) and is located in the Valley Haven Unit No. 1 subdivision near the intersection of Lathrop Road and 5<sup>th</sup> Street. In the fall of 2017, staff received a request for consideration of traffic calming measures on Pine Valley Drive between Prairie Dunes Drive and Oakhill Street to mitigate excessive speeding.

**CITY MANAGER'S REPORT  
MARCH 12, 2018 CITY COUNCIL REGULAR MEETING  
TRAFFIC CALMING REQUEST ASSOCIATED WITH CIP PS 18-02**

**PAGE 2**

In accordance with the Traffic Calming Program, staff coordinated with LPS to implement Level 1 traffic calming options. These options included increased police enforcement and the deployment of a speed radar trailer. After a period of 60 calendar days, the Level 1 measures have proven unsatisfactory in resolving the residents' concern; as a result, Level 2 and Level 3 measures are being considered.

Level 2 measures include striping narrow lane, optical speed bars, painted chicanes, painted lateral shift, flashing crosswalks and stop signs. Due to roadway geometrics and the need for on street parking, staff has determined that Level 2 measures are not applicable.

Residents submitted a petition for the installation of speed humps on Pine Valley Drive, a Level 3 measure. The petition contained the signatures for 70% the properties that face directly on Pine Valley Drive between Prairie Dunes Drive and Oakhill Street; the Traffic Calming Program requires a minimum of 50%.

Letters were sent to the properties that face directly on Pine Valley Drive between Prairie Dunes Drive and Oakhill Street informing them of this Council meeting at which the speed humps will be considered. In addition, staff notified LPS and LMFD of the request to install speed humps and no objections were raised.

**REASON FOR RECOMMENDATION:**

Staff is recommending that speed humps be installed on Pine Valley Drive between Prairie Dunes Drive and Oakhill Street associated with CIP PS 18-02 Traffic Calming Measures. Staff received a petition containing signatures of at least 50% of the properties that face directly on the block under consideration. No objections were raised by LPS or LMFD.

**COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:**

This agenda item promotes Public Safety by implementing the adopted Traffic Calming Program.

**FISCAL IMPACT:**

None.

**ATTACHMENTS:**

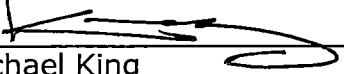
- A. Resolution Authorizing Staff to Install Speed Humps on Pine Valley Drive between Prairie Dunes Drive and Oakhill Street Associated with CIP PS 18-02 Traffic Calming Measures
- B. Speed Hump Installation Exhibit



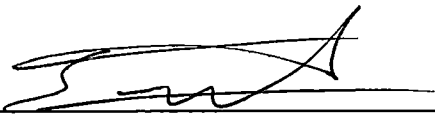
**CITY MANAGER'S REPORT  
MARCH 12, 2018 CITY COUNCIL REGULAR MEETING  
TRAFFIC CALMING REQUEST ASSOCIATED WITH CIP PS 18-02**

**PAGE 3**


**APPROVALS:**

  
\_\_\_\_\_  
Michael King  
Senior Civil Engineer

2-28-18  
\_\_\_\_\_  
Date

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

2-28-18  
\_\_\_\_\_  
Date

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

3-1-18  
\_\_\_\_\_  
Date

**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
AUTHORIZING STAFF TO INSTALL SPEED HUMPS ON PINE VALLEY DRIVE  
BETWEEN PRAIRIE DUNES DRIVE AND OAKHILL STREET ASSOCIATED  
WITH CIP PS 18-02 TRAFFIC CALING MEASURES**

**WHEREAS**, residents have submitted a request for consideration of traffic to install speed humps on Pine Valley Drive between Prairie Dunes Drive and Oakhill Street; and

**WHEREAS**, staff has reviewed the request and processed it in accordance with the adopted Traffic Calming Program; and

**WHEREAS**, staff has coordinated with Lathrop Police Services and the Lathrop Manteca Fire Department and no objections were raised by emergency responders; and

**WHEREAS**, residents have submitted a petition for the installation of speed humps, a Level 3 measure, and the petition contained 70% of the properties that face directly on Pine Valley Drive between Prairie Dunes Drive and Oakhill Street; and

**WHEREAS**, prior to the installation of a Level 2 or Level 3 measure, the Traffic Calming Program requires that an item be submitted to City Council for review and approval; and

**WHEREAS**, letters were sent to the residents on Pine Valley Drive between Prairie Dunes Drive and Oakhill Street informing residence of this Council meeting at which the modifications will be considered; and

**WHEREAS**, staff is recommending that speed humps be installed on Pine Valley Drive between Prairie Dunes Drive and Oakhill Street; and

**WHEREAS**, sufficient funds are included in the adopted FY 17-19 Budget in CIP PS 18-02 Traffic Calming Measures for the installation of speed humps;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop hereby authorizes staff to install speed humps on Pine Valley Drive between Prairie Dunes Drive and Oakhill Street;

The foregoing resolution was passed and adopted this 12<sup>th</sup> day of March 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



Proposed speed hump location ■

Existing speed hump locations ■

**ITEM:** **APPROVE THE LONGITUDINAL PIPELINE AGREEMENT WITH UNION PACIFIC RAILROAD (UPRR) ASSOCIATED WITH THE RIVER ISLANDS EAST SIDE SEWER FORCE MAIN PROJECT AND A RELATED BUDGET AMENDMENT**

**RECOMMENDATION:** **Adopt a Resolution Approving the Agreement with UPRR for the River Islands East Side Sewer Force Main Project and a Related Budget Amendment**

---

**SUMMARY:**

Staff is requesting City Council approve a Longitudinal Pipeline Agreement (Agreement) with Union Pacific Railroad (UPRR) The Agreement between the City and UPRR will allow River Islands access to UPRR's right of way to construct three pipelines from Harlan Road to the Lathrop Consolidated Treatment Facility (LCTF).

Staff recommends City Council approve the Agreement with UPRR to allow River Islands Contractors access to UPRR's right of way to construct three pipelines, two pipelines for sanitary sewer and one pipeline for recycled water for the River Islands East Side Sewer Force Main Project. The Agreement has a one-time fee in the amount of \$750,000 fully funded by the River Islands Development with no cost to the City.

**BACKGROUND:**

Currently, River Islands sewer force main are directed to the Mossdale Sewer Pump Station. The River Islands East Side Sewer Force Main Project will allow River Islands to connect directly to the LCTF for both sanitary sewer flow and recycled water. Once the pipelines are complete and accepted by the City, the River Islands sewer force main line to the Mossdale Pump Station will be disconnected. The Agreement secures an easement and sets forth the City's and UPRR's rights and duties throughout the project and after construction is complete.

**RECOMMENDATION:**

Approve the Longitudinal Pipeline Agreement with Union Pacific Railroad (UPRR) for construction of the River Islands east side sewer force main project within UPRR's right of way.

**CITY MANAGER'S REPORT**  
**MARCH 12, 2018, CITY COUNCIL REGULAR MEETING**  
**LONGITUDINAL PIPELINE AGREEMENT WITH UNION PACIFIC**  
**RAILROAD (UPRR) ASSOCIATED WITH THE RIVER ISLANDS EAST**  
**SIDE SEWER FORCE MAIN PROJECT AND A RELATED BUDGET**  
**AMENDMENT**

Page 2

**FISCAL IMPACT**

The Agreement has a one-time fee to be paid in the amount of \$750,000 to allow access to the UPRR right of way the fee is fully funded by the River Islands Development with no cost to the City.

The following budget amendment is needed:

|                           |           |
|---------------------------|-----------|
| Increase Appropriations   |           |
| 4150-8999-371-9100        | \$750,000 |
| 4150-8999-420-0100-190133 | \$750,000 |

**ATTACHMENTS:**

- A. Resolution Approving Longitudinal Pipeline Agreement with Union Pacific Railroad
- B. Union Pacific Railroad Longitudinal Pipeline Agreement

**CITY MANAGER'S REPORT**  
**MARCH 12, 2018, CITY COUNCIL REGULAR MEETING**  
**AUTHORIZE THE CITY MANAGER TO APPROVE THE FINAL**  
**CONSTRUCTION AND MAINTENANCE AGREEMENT WITH UNION**  
**PACIFIC RAILROAD (UPRR), ASSOCIATED WITH THE RIVER ISLANDS**  
**EAST SIDE SEWER FORCE MAIN PROJECT**

Page 3

**APPROVALS:**



Ken Reed  
Construction Manager

3-6-2018

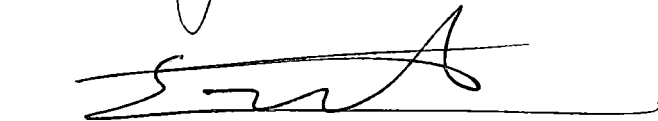
Date



Cari James  
Director of Finance

3/6/18

Date



Salvador Navarrete  
City Attorney

3-6-18

Date



Stephen J. Salvatore  
City Manager

3.7.18

Date

**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO  
APPROVE A LONGINTUDINAL PIPELINE AGREEMENT WITH UNION PACIFIC  
RAILROAD FOR RIVER ISLANDS EAST SIDE SEWER FORCE MAIN PROJECT  
AND A RELATED BUDGET AMENDMENT**

**WHEREAS,** River Islands sewer force main pipelines are currently directed to the Mosssdale Sewer Pump Station and the River Islands East Side Sewer Force Main Project will allow River Islands to connect directly to the Lathrop Consolidated Treatment Facility (LCTF) for both sanitary sewer flow and recycled water; and

**WHEREAS,** our Agreement is needed to allow River Islands access to UPRR's right of way to construct the three pipelines, two pipelines for sanitary sewer and one pipeline for recycled water for the River Islands East Side Sewer Force Main Project; and

**WHEREAS,** construction of the two sanitary sewer lines and the recycled water line will allow the River Islands Development direct access to the LCTF and upon completion, the River Islands sewer force main line to the Mosssdale Pump Station will be disconnected; and

**WHEREAS,** the Agreement one-time fee in the amount of \$750,000 is fully funded by the River Islands Development with no cost to the City;

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop hereby approves the Longitudinal Pipeline Agreement with Union Pacific Railroad and the following budget amendment:

|                           |           |
|---------------------------|-----------|
| Increase Appropriations   |           |
| 4150-8999-371-9100        | \$750,000 |
| 4150-8999-420-0100-190133 | \$750,000 |



The foregoing resolution was passed and adopted this 12<sup>th</sup> day of March 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

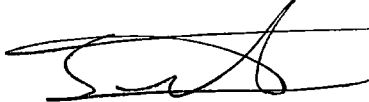
ABSTAIN:

ABSENT:

---

Sonny Dhaliwal, Mayor

APPROVED AS TO FORM:



---

Salvador Navarrete, City Attorney

ATTEST:

---

Teresa Vargas, City Clerk

Folder No. 3071-96

**LONGITUDINAL PIPELINE AGREEMENT**

Mile Post: 90.40 to 91.25, Tracy Subdivision  
 Location: Lathrop, San Joaquin County, California

This LONGITUDINAL PIPELINE AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 201\_ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at 1400 Douglas Street, MS 1690, Omaha, Nebraska 68179 ("Licensor"), **CITY OF LATHROP**, a California municipal corporation, to be addressed at 390 Towne Centre Drive, Lathrop, California 95330 ("Licensee").

**IT IS MUTUALLY AGREED  
 BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**Article 1. LICENSOR GRANTS RIGHT.**

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) underground, longitudinal pipeline twelve inch (12") in width and approximately Three Thousand Five Hundred and Five Feet (3,505') in length, one (1) underground, longitudinal pipeline eighteen inch (18") in width and approximately Three Thousand Five Hundred and Teen Feet (3,510') in length, for transporting and conveying sanitary sewer only, and one (1) underground, longitudinal pipeline sixteen inch (16") in width and approximately Four Thousand Two Hundred and Ninety-Six Feet (4,296') in length, for transporting and conveying recycled water only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Lathrop, San Joaquin County, State of California ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in the approved engineering plan set dated August 15, 2017 and shown on the Prints dated January 12, 2018, attached hereto as **Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) be used for transporting and conveying recycled water and sanitary sewer only, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

**Article 2. TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

**Article 3. LICENSEE FEE.**

Upon execution of this Agreement, Licensee shall pay to Licensor a one-time license fee of Seven Hundred and Fifty Thousand Dollars (\$750,000.00).

**Article 4. ADMINISTRATIVE HANDLING CHARGE.**

Upon execution and delivery of this Agreement, the Licensee shall pay to Railroad an additional, one-time administrative handling charge of One Thousand and Fifty Five Dollars (\$1,055.00) for clerical, administrative and handling expense in connection with processing this Agreement.

**Article 5. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.**

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

**Article 6. IF WORK IS PERFORMED BY CONTRACTOR.**

If a contractor is hired by Licensee to perform any work on Licensee's Facilities, then Licensee shall require its contractor to execute Licensor's then-current form of Contractor's Right of Entry Agreement ("CROE"). Licensee acknowledges that: (i) the CROE attached hereto as Exhibit D and made a part hereof is the most current form available as of the Effective Date; and (ii) the terms and conditions of the CROE are subject to change by Licensor, such changes to be made at Licensor's sole discretion. Licensee shall require its contractors and subcontractors to execute the CROE before any contractors or subcontractors are allowed onto Railroad Property pursuant Licensee's notification requirements set forth in the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of Exhibit B.

**Article 7. INSURANCE.**

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in Exhibit C, attached hereto and made a part hereof. Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with Exhibit C of this Agreement, those statutes shall apply.

**Article 8. ATTORNEYS' FEES, EXPENSES, AND COSTS.**

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

**Article 9. WAIVER OF BREACH.**

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained

to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

**Article 10.     ASSIGNMENT.**

A.     Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B.     Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

**Article 11.     SEVERABILITY.**

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

**Article 12.     AGREEMENT TO SUPERSEDE**

This Agreement shall cancel and supersede the Original Agreement dated April 1, 2007 and identified as Audit No. 245947 and shall take effect as of the Effective Date first herein written. The Original Agreement shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the underground twelve (12) inch sanitary sewer pipeline, underground eighteen (18) inch sanitary sewer pipeline, and underground sixteen (16) inch water pipeline.

**Article 13.     NOTICES.**

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor:             Union Pacific Railroad Company  
                                  Attn: Real Estate Utilities (Folder No. 3071-96)  
                                  1400 Douglas Street, MS 1690  
                                  Omaha, Nebraska 68179

If to Licensee:            City of Lathrop  
                                  390 Towne Centre Drive,  
                                  Lathrop, California 95330

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

**UNION PACIFIC RAILROAD COMPANY,**  
a Delaware corporation

**CITY OF LATHROP,**  
a **California Municipal** corporation

\_\_\_\_\_  
By: Tony K. Love  
Title: Vice President – Real Estate

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT A**

Construction plans prepared by O'Dell Engineering to construct the two sewer pipelines and one recycled water pipeline within the UPRR right of way.

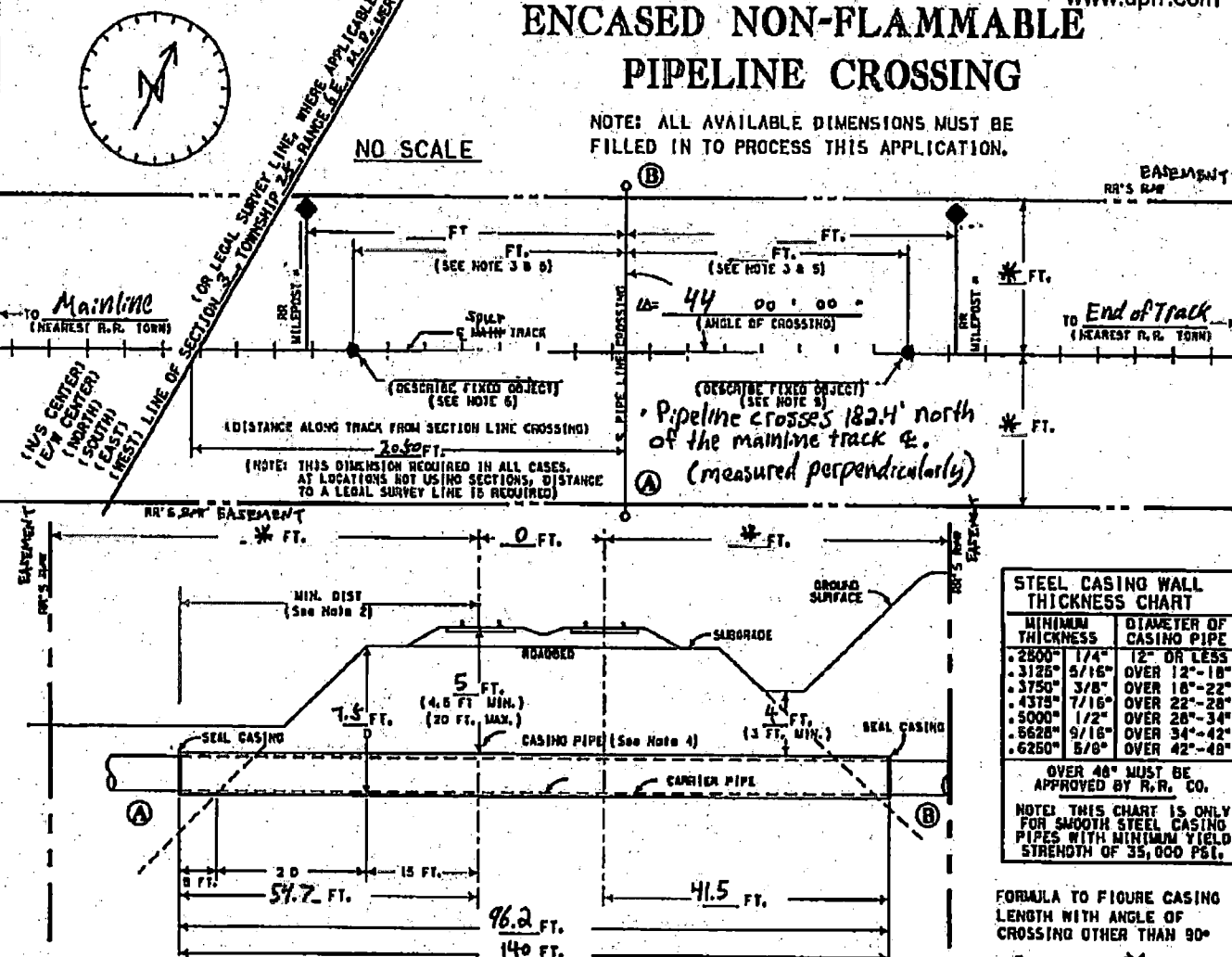
PLACE ARROW INDICATING NORTH  
DIRECTION RELATIVE TO CROSSING

FORM DR-0404-B  
REV. 5-15-98  
www.uprr.com

# ENCASED NON-FLAMMABLE PIPELINE CROSSING

NOTE: ALL AVAILABLE DIMENSIONS MUST BE  
FILLED IN TO PROCESS THIS APPLICATION.

NO SCALE

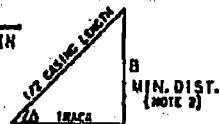


## STEEL CASING WALL THICKNESS CHART

| MINIMUM THICKNESS | DIAMETER OF CASING PIPE |
|-------------------|-------------------------|
| 2800"             | 1 1/4" 12" OR LESS      |
| 3125"             | 5/16" OVER 12"-18"      |
| 3750"             | 3/8" OVER 18"-22"       |
| 4375"             | 7/16" OVER 22"-28"      |
| 5000"             | 1/2" OVER 28"-34"       |
| 5625"             | 9/16" OVER 34"-42"      |
| 6250"             | 5/8" OVER 42"-48"       |

OVER 48" MUST BE  
APPROVED BY R.R. CO.  
NOTE: THIS CHART IS ONLY  
FOR SMOOTH STEEL CASING  
PIPES WITH MINIMUM YIELD  
STRENGTH OF 35,000 PSI.

FORMULA TO FIGURE CASING  
LENGTH WITH ANGLE OF  
CROSSING OTHER THAN 90°



- NOTES:
- 1) ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM C. OF TRACK.
  - 2) CASING TO EXTEND BEYOND THE C. OF TRACK AT RIGHT ANGLES THE GREATER OF 20' ± 30 FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
  - 3) MINIMUM OF 50' FROM THE C. OF ANY RAILROAD BRIDGE, C. OF ANY CURVE, OR FROM ANY SWITCHING AREA.
  - 4) SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
  - 5) ALLOWABLE FIXED OBJECTS INCLUDE BACKWALLS OF BRIDGES, C. OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR CURVES.
  - 6) CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE WARD OFF.

- A) IS PIPELINE CROSSING WITHIN DEDICATED STREET? YES ☒ NO ☒
- B) IF YES, NAME OF STREET \_\_\_\_\_
- C) DISTRIBUTION LINE \_\_\_\_\_ OR TRANSMISSION LINE ☒
- C) CARRIER PIPE:  
COMMODITY TO BE CONVEYED RECYCLED WATER  
OPERATING PRESSURE 60 PSI  
WALL THICKNESS 0.30" ; DIAMETER 16" ; MATERIAL PIP
- E) CASING PIPE:  
WALL THICKNESS 0.300" ; DIAMETER 30" ; MATERIAL STEEL  
NOTE: CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST  
OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF  
CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF  
CARRIER PIPE AND INSIDE OF CASING PIPE.
- F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):  
☒ DRY BORE AND JACK (WET BORE NOT PERMITTED) ;  
TUNNEL ; OTHER \_\_\_\_\_
- G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? YES ☒ NO ☐
- H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 45' (30' MIN.)
- I) APPLICANT HAS CONTACTED 1-800-336-9193,  
U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER  
OPTIC CABLE ☒ DOES ; ☐ DOES NOT ; EXIST IN VICINITY OF  
WORK TO BE PERFORMED. TICKET NO. 20050304004

## EXHIBIT "A-1"

(FOR RAILROAD USE ONLY)

UNION PACIFIC RAILROAD CO.

Ind. Track Opp. Tracy Sub.

M. P. Opp. 90.64 E. S. Opp. 2862+00±

ENCASED Pipeline CROSSING AT

Lathrop San Joaquin CA

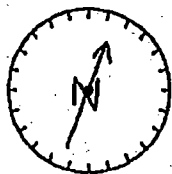
City of Lathrop

RR FILE NO. 3071-96 . DATE 1-12-2018

## WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS  
DEPARTMENT MUST BE CONTACTED IN ADVANCE  
OF ANY WORK TO DETERMINE EXISTENCE AND  
LOCATION OF FIBER OPTIC CABLE.  
PHONE 1-800-336-9193

PLACE ARROW INDICATING NORTH  
DIRECTION RELATIVE TO CROSSING



# ENCASED NON-FLAMMABLE PIPELINE CROSSING

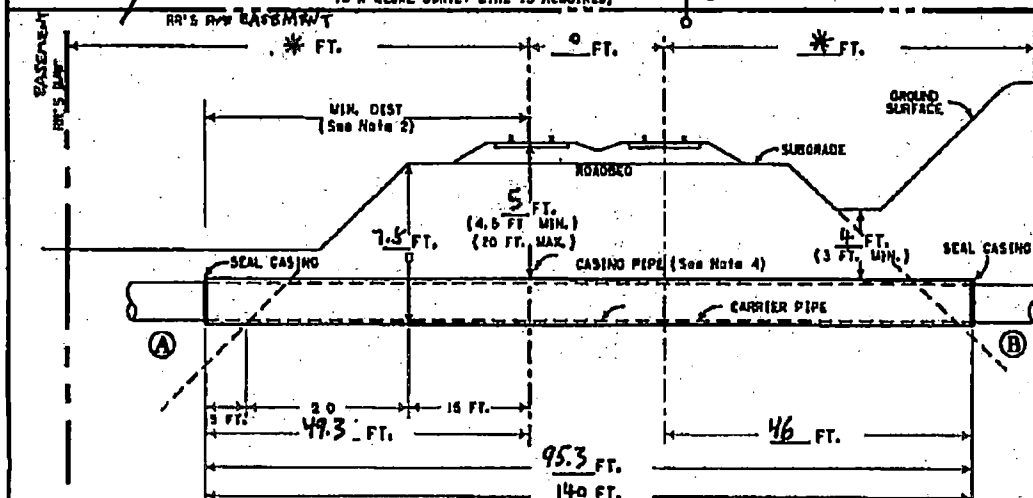
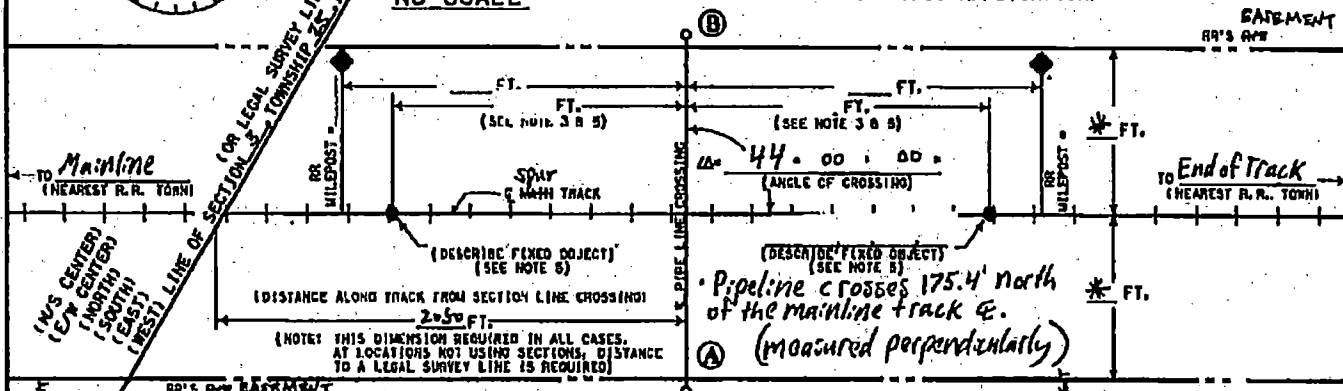
NOTE: ALL AVAILABLE DIMENSIONS MUST BE  
FILLED IN TO PROCESS THIS APPLICATION.

FORM DR-0404-B  
REV. 5-15-98  
www.uprr.com

NO SCALE

STATEMENT

RR'S R/W

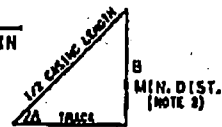


| STEEL CASING WALL THICKNESS CHART |       |                         |
|-----------------------------------|-------|-------------------------|
| MINIMUM THICKNESS                 |       | DIAMETER OF CASING PIPE |
| 2500"                             | 1/4"  | 12" OR LESS             |
| 3125"                             | 5/16" | OVER 12"-18"            |
| 3750"                             | 3/8"  | OVER 18"-22"            |
| 4375"                             | 7/16" | OVER 22"-28"            |
| 5000"                             | 1/2"  | OVER 28"-34"            |
| 5625"                             | 9/16" | OVER 34"-42"            |
| 6250"                             | 5/8"  | OVER 42"-48"            |

OVER 48" MUST BE APPROVED BY R.R. CO.

NOTE: THIS CHART IS ONLY FOR SMOOTH STEEL CASING PIPES WITH MINIMUM YIELD STRENGTH OF 35,000 PSI.

FORMULA TO FIGURE CASING LENGTH WITH ANGLE OF CROSSING OTHER THAN 90°



## NOTES:

- ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM R/W OF TRACK.
- CASING TO EXTEND BEYOND THE R/W OF TRACK AT RIGHT ANGLES THE GREATER OF 20' + 30 FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
- MINIMUM OF 30' FROM THE END OF ANY RAILROAD BRIDGES, R/W OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
- SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
- ALLOWABLE FIXED OBJECTS INCLUDE: BACKWALLS OF BRIDGES; R/W OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR CULVERTS.
- CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 8 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE MOVED OUT.

\* See encroachment print for R/W details \*

- A) IS PIPELINE CROSSING WITHIN DEDICATED STREET? YES ☒ NO ☐
- B) IF YES, NAME OF STREET \_\_\_\_\_
- C) DISTRIBUTION LINE \_\_\_\_\_ OR TRANSMISSION LINE ☒
- C) CARRIER PIPE:  
COMMODITY TO BE CONVEYED sewage  
OPERATING PRESSURE 20 PSI  
WALL THICKNESS 0.28"; DIAMETER 12"; MATERIAL PIP
- E) CASING PIPE:  
WALL THICKNESS 0.4375"; DIAMETER 24"; MATERIAL steel  
NOTE: CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.
- F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):  
☒ DRY BORE AND JACK (WET BORE NOT PERMITTED);  
TUNNEL; OTHER \_\_\_\_\_
- G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? ☒ YES; ☐ NO
- H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 45' (30' MIN.)
- I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATIONS DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE ☒ DOES; ☐ DOES NOT; EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. 20050304004

## EXHIBIT "A-2"

(FOR RAILROADS USE ONLY)

UNION PACIFIC RAILROAD CO.

Ind. Track. Opp. Tracy Sub.

M. P. Opp. 90.64 E. S. Opp. 2662+00±

ENCASED Pipeline CROSSING AT

Lathrop San Joaquin CA

City of Lathrop

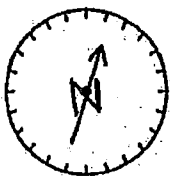
RR FILE NO. 3071-96 DATE 1-12-2018

## WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.  
PHONE: 1-800-336-9193



PLA & ARROW INDICATING NORTH  
DIRECTION RELATIVE TO CROSSING

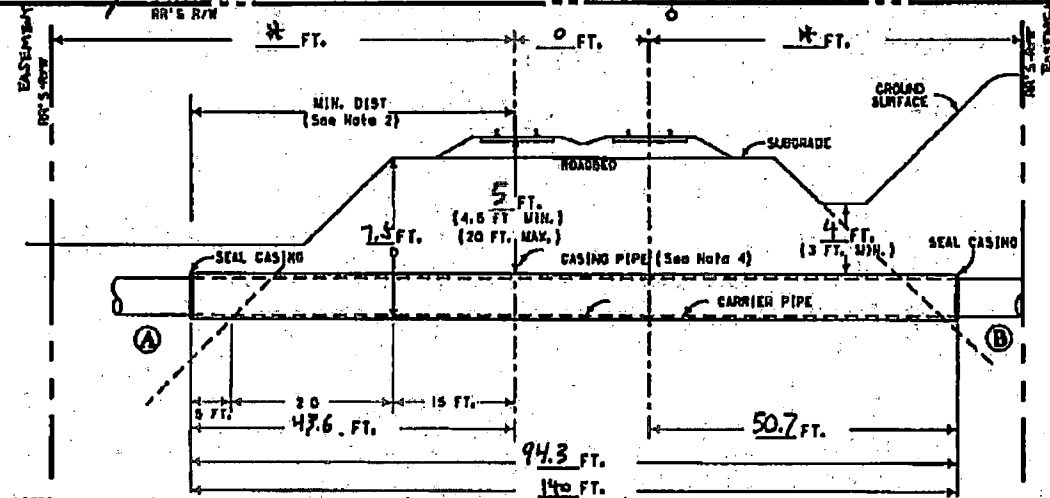
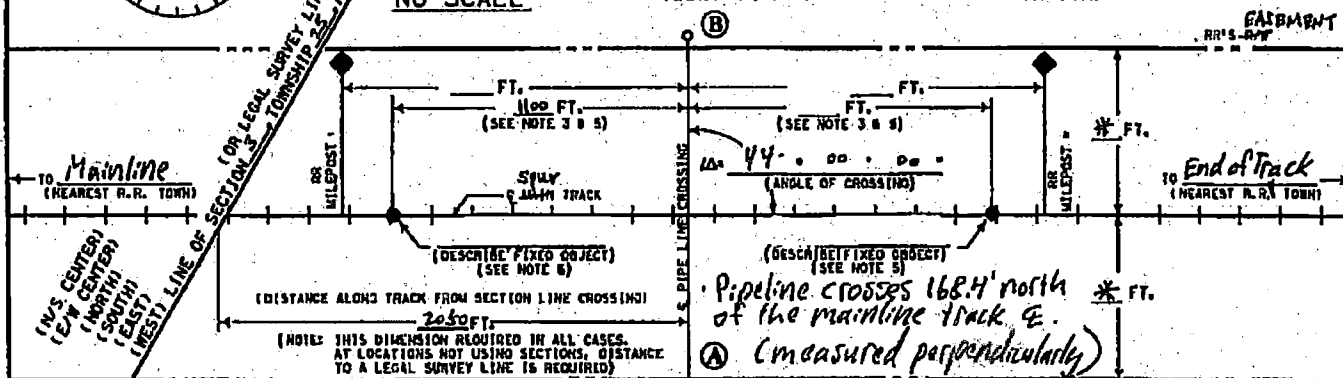


FORM DR-D404-B  
REV. 5-15-98  
www.uprr.com

# ENCASED NON-FLAMMABLE PIPELINE CROSSING

NOTE: ALL AVAILABLE DIMENSIONS MUST BE  
FILLED IN TO PROCESS THIS APPLICATION.

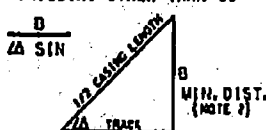
NO SCALE



| STEEL CASING WALL THICKNESS CHART |       |                         |
|-----------------------------------|-------|-------------------------|
| MINIMUM THICKNESS                 |       | DIAMETER OF CASING PIPE |
| .2500"                            | 1/4"  | 12" OR LESS             |
| .3125"                            | 5/16" | OVER 12"-18"            |
| .3750"                            | 3/8"  | OVER 18"-22"            |
| .4375"                            | 7/16" | OVER 22"-28"            |
| .5000"                            | 1/2"  | OVER 28"-34"            |
| .5625"                            | 9/16" | OVER 34"-42"            |
| .6250"                            | 5/8"  | OVER 42"-48"            |

OVER 48" MUST BE APPROVED BY R.R. CO.  
NOTE: THIS CHART IS ONLY FOR SMOOTH STEEL CASING PIPES WITH MINIMUM YIELD STRENGTH OF 35,000 PSI.

FORMULA TO FIGURE CASING  
LENGTH WITH ANGLE OF  
CROSSING OTHER THAN 90°



- NOTES:
- ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM C. OF TRACK.
  - CASING TO EXTEND BEYOND THE E. OF TRACK AT RIGHT ANGLES THE GREATER OF 20' + 20 FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
  - MINIMUM OF 30' FROM THE END OF ANY RAILROAD BRIDGE, E. OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
  - SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
  - ALLOWABLE FIXED OBJECTS INCLUDE: BACKWALLS OF BRIDGES; E. OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR CULVERTS.
  - CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

- A) IS PIPELINE CROSSING WITHIN DEDICATED STREET? YES ☒ NO ☒
- B) IF YES, NAME OF STREET \_\_\_\_\_
- D) DISTRIBUTION LINE \_\_\_\_\_ OR TRANSMISSION LINE X
- C) CARRIER PIPE:  
COMMODITY TO BE CONVEYED Sewage  
OPERATING PRESSURE 20 PSI  
WALL THICKNESS 0.31"; DIAMETER 18"; MATERIAL P2p
- E) CASING PIPE:  
WALL THICKNESS 0.500"; DIAMETER 30"; MATERIAL Steel  
NOTE: CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.
- F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):  
X DRY BORE AND JACK (WET BORE NOT PERMITTED);  
TUNNEL; OTHER \_\_\_\_\_
- G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? X YES; NO NO
- H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 45' (30' MIN.)
- I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE X DOES; DOES NOT; EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. 20050304004

## EXHIBIT "A-3"

(FOR RAILROAD USE ONLY)

UNION PACIFIC RAILROAD CO.

Ind. Track Opp. Tracy Sub.

M. P. Opp. 90.64 E. S. Opp. 2862+003

ENCASED Pipeline CROSSING AT

Lathrop San Joaquin CA

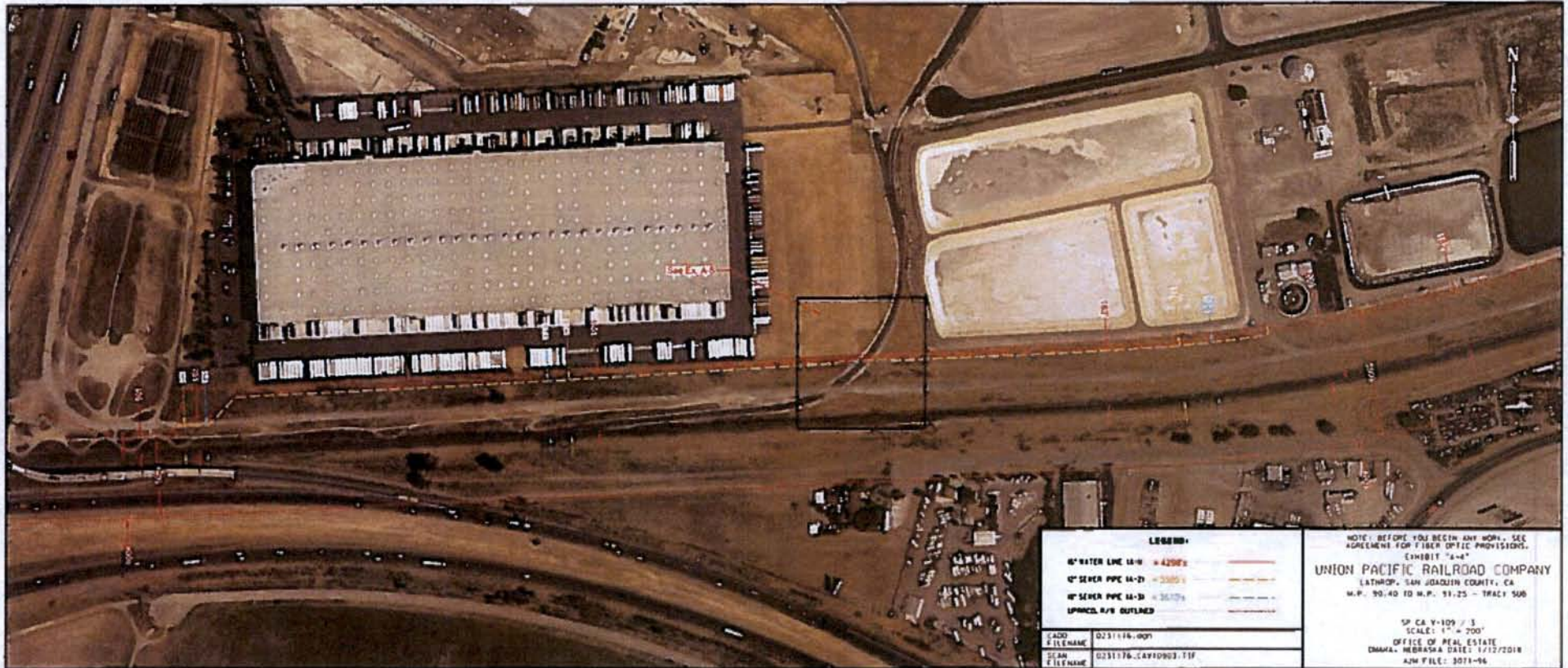
City of Lathrop

RR FILE NO. 3071-96 - DATE 1-12-2018

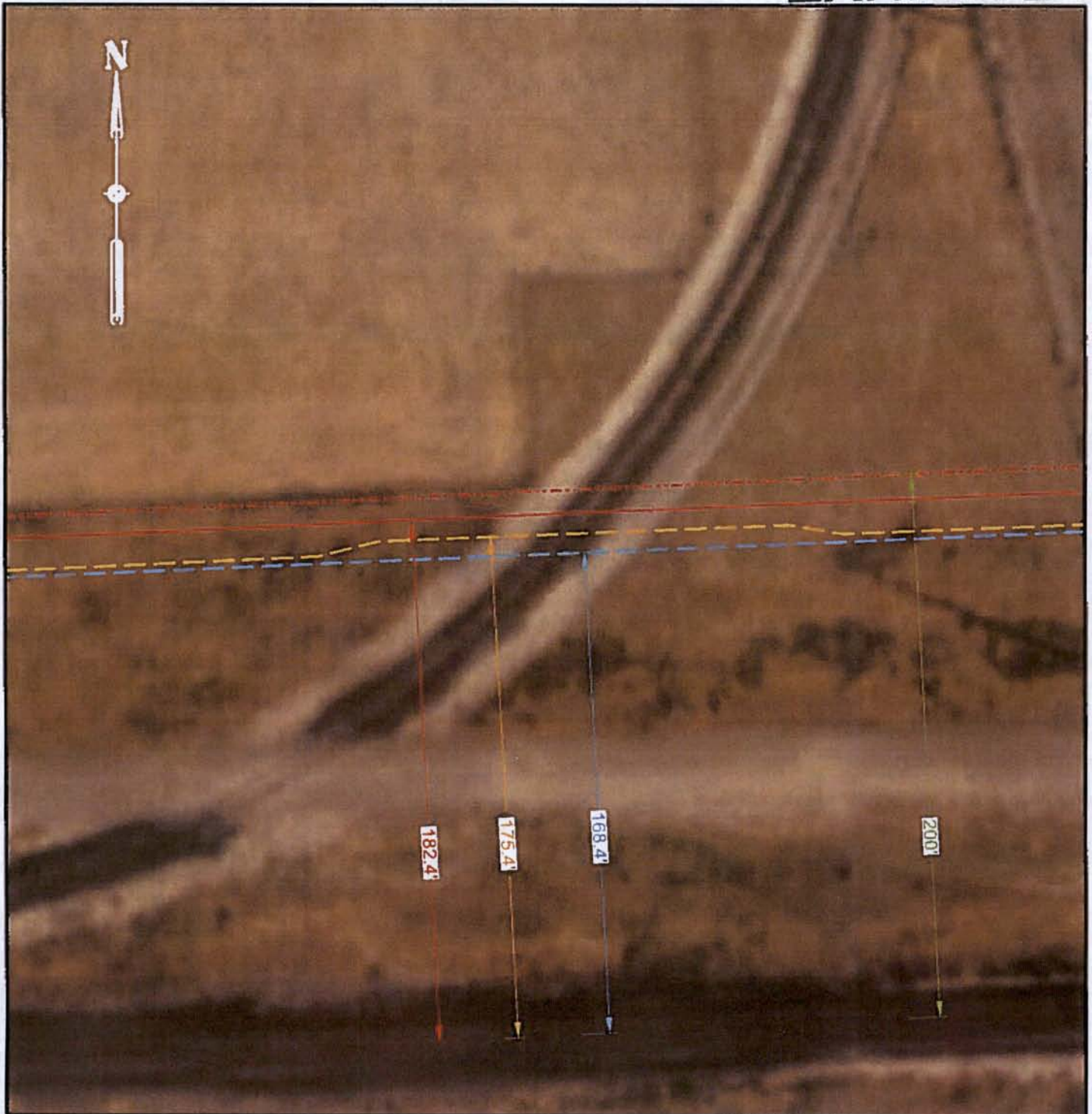
### WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.  
PHONE 1 1-800-336-9193

# EXHIBIT A-4







## LEGEND:

|                      |          |       |           |
|----------------------|----------|-------|-----------|
| 16" WATER LINE (A-1) | = 4296'± | ..... | ———       |
| 12" SEWER PIPE (A-2) | = 3505'± | ..... | - - - - - |
| 18" SEWER PIPE (A-3) | = 3510'± | ..... | - - - - - |
| UPRRCO. R/W OUTLINED |          | ..... | - - - - - |

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A-5"

UNION PACIFIC RAILROAD COMPANY

LATHROP, SAN JOAQUIN COUNTY, CA

M.P. 90.40 TO M.P. 91.25 - TRACY SUB

SP CA V-109 / 3  
SCALE: 1" = 50'

OFFICE OF REAL ESTATE  
OMAHA, NEBRASKA DATE: 1/12/2018

AJM FILE: 3071-96

|                  |                      |
|------------------|----------------------|
| CADD<br>FILENAME | 0231176.DGN          |
| SCAN<br>FILENAME | 0231176_CAV10903.TIF |

## **EXHIBIT B**

### **GENERAL TERMS AND CONDITIONS**

#### **Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

#### **Section 2. ENGINEERING REQUIREMENTS; PERMITS.**

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering - Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

#### **Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.**

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives set forth below ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

AVILA, Fernando P.  
MANAGER OF TRACK MAINTENANCE  
209/8 546-7333  
faperez@up.com  
833 E. 8 Street  
Stockton, CA 95207

GISH, Joshua E.  
MANAGER OF SIGNAL MAINTENANCE  
916/8 296-8051  
jegish@up.com  
726 Everglade Avenue  
Clovis, CA 93619

Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this Exhibit B and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this Exhibit B.

B. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

#### Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this Exhibit B, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad's Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this Exhibit B. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion

of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

#### **Section 5.     SAFETY.**

A.     Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad's Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensor and its contractor shall, at a minimum comply, with Grantor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad's Property.

[[http://www.up.com/es/groups/public/@uprr/@suppliers/documents/up\\_pdf\\_native/docs/pdf\\_up\\_supplier\\_safety\\_req.pdf](http://www.up.com/es/groups/public/@uprr/@suppliers/documents/up_pdf_native/docs/pdf_up_supplier_safety_req.pdf)]

B.     Grantee shall keep the job site on Railroad's Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C.     Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad's Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D.     Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad's Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this Exhibit B.

E.     Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this Exhibit B.

**Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on Railroad's Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad's Property until all such protection or relocation has been completed.

**Section 7. LICENSEE'S PAYMENT OF EXPENSES.**

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad's Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

**Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.**

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad's Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.



B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad's Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Crossing Agreement to document the Modification(s) to Licensee's Facilities on Railroad's Property. If the Modifications result in Licensee's Facilities moving off of Railroad's Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this Exhibit B. Any such Modification(s) off of Railroad's Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

**Section 9. RESTORATION OF RAILROAD'S PROPERTY.**

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

**Section 10. INDEMNITY.**

**A. Definitions.** As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad's Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad's Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad's Property, any property of Licensee or Licensor, or any property in the care,



custody, or control of Licensee or Licensors;

3. Removal of person(s) from Railroad's Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad's Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith ;
5. Right(s) or interest(s) granted pursuant to this Agreement, including but not limited to claims related to Licensors' title to the Railroad Property;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

The foregoing obligations shall apply if the Loss actually or allegedly arises from, relates to, results from, or is caused by, in whole or in part, any act, activity, error, or omission of Licensee with respect to or under this Agreement. The foregoing obligations shall apply even to Losses caused by, arising from, relating to, or resulting from, in whole or in part, the actual or alleged misconduct, fault, liability, or negligence of Licensors, and such actual or alleged misconduct, fault, liability, or negligence of Licensors shall not limit, diminish, or preclude Licensee's obligations to Licensors in any respect.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE, ACTIVE, AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL CONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

**Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.**

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensors to Licensee specifying such default, Licensors may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at <https://www.uprr.com/rem/ucs/jas/#/home> for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensor shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this Exhibit B) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this Exhibit B), accrued or otherwise, which may have arisen prior to such termination.

## EXHIBIT C

### INSURANCE REQUIREMENTS

In accordance with Article 6 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its contractors and subcontractors to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. Commercial General Liability Insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage Insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. Workers' Compensation and Employers' Liability Insurance. Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Environmental Liability Insurance. Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in

connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. A binder stating the policy is in place must be submitted to Licensor before the work may be commenced and until the original policy is forwarded to Licensor.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

#### **Other Requirements**

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

**EXHIBIT D**

Folder No. 3071-96

**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Railroad") and \_\_\_\_\_ a \_\_\_\_\_ corporation ("Contractor"), to be addressed at \_\_\_\_\_.

**RECITALS:**

The Contractor has been hired by CITY OF LATHROP to install one (1) underground, longitudinal pipeline twelve inch (12") in width and approximately Three Thousand Five Hundred and Five Feet (3,505') in length, one (1) underground, longitudinal pipeline eighteen inch (18") in width and approximately Three Thousand Five Hundred and Teen Feet (3,510') in length, for transporting and conveying sanitary sewer only, and one (1) underground, longitudinal pipeline sixteen inch (16") in width and approximately Four Thousand Two Hundred and Ninety-Six Feet (4,296') in length, for transporting and conveying water only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") (the "work"), with all or a portion of such work to be performed on property of Railroad at Mile Post 90.40 to 91.25, on the Tracy Subdivision at or near Lathrop, San Joaquin County, California pursuant to an agreement between Railroad and CITY OF LATHROP dated \_\_\_\_\_ (Effective Date) at such location as shown on the prints marked Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4 and Exhibit A-5 attached hereto and hereby made a part hereof.

Railroad is willing to permit Contractor to perform the work described above at the location describe above subject to the terms and conditions contained in this Agreement.

**AGREEMENT:**

NOW, THEREFORE, it is mutually agreed by and between the Railroad and Contractor, as follows:

**Article I. DEFINITION OF CONTRACTOR.**

For purposes of this Agreement, all references in this Agreement to the Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

**Article II. RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing any work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named

in Article IV, and is strictly limited to the scope of work identified to the Railroad, as determined by the Railroad in its sole discretion, and for no other purpose.

**Article III. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.**

The terms and conditions contained in Exhibit B and C, attached hereto, are hereby made a part of this Agreement.

**Article IV. ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

AVILA, Fernando P.  
MANAGER OF TRACK MAINTENANCE  
209/8 546-7333  
faperez@up.com  
833 E. 8 Street  
Stockton, CA 95207

GISH, Joshua E.  
MANAGER OF SIGNAL MAINTENANCE  
916/8 296-8051  
jegish@up.com  
726 Everglade Avenue  
Clovis, CA 93619

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of Exhibit B. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**Article V. TERM; TERMINATION.**

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue for one (1) year beginning \_\_\_\_\_ unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

**Article VI. CERTIFICATE OF INSURANCE.**

A. Before commencing any work, Contractor will provide Railroad with the insurance binders, policies, certificates and/or endorsements set forth in Exhibit C of this Agreement.

B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Folder No: 3071-96  
Union Pacific Railroad Company  
1400 Douglas Street STOP 1690  
Omaha, Nebraska 68179-1690

**Article VII. CHOICE OF FORUM.**

Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the States of Nebraska and California only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

**Article VIII. DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**Article IX. ADMINISTRATIVE FEE.**

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad One Thousand Dollars (\$1,000.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

**Article X. CROSSINGS.**

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

**Article XI. EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored on Railroad's property without the prior written approval of Railroad.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

By: \_\_\_\_\_  
Real Estate

\_\_\_\_\_  
(Contractor Name)

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**PAGE LEFT  
INTENTIONALLY  
BLANK**

**CITY MANAGER'S REPORT  
MARCH 12, 2018 CITY COUNCIL REGULAR MEETING**

**ITEM:                                   ACCEPT CROSSROADS STORM DRAIN DETENTION  
BASIN IMPROVEMENTS**

**RECOMMENDATION:   Adopt a Resolution Accepting Improvements  
Completed by Richland Communities for The  
Expansion of the Crossroads Storm Drain Detention  
Basin**

---

**SUMMARY:**

As a condition of their Development Agreement (DA) and the Crossroads Storm Drain Master Plan, Richland Communities (Richland) is required to construct a storm drain detention basin sufficient to service the entire Crossroads Industrial Park. Initially, the basin was constructed to service the first phase of the development. With the remaining lots building out recently, there has been a need to expand the basin to service the remaining parcel in the Industrial Park.

Richland Communities performed the expansion of the Basin and the improvements have been inspected by City Staff and found to be complete. Staff is recommending Council accept the improvements for public use and release the bond funds set aside to guarantee this construction.

**BACKGROUND:**

The Crossroads Industrial Park and initial phase of storm drainage infrastructure was originally built by Kearny Ventures in the mid-1990s. In 2001 the project was purchased by Crossroads Crea Investors LLC under an amended development agreement. This agreement was assigned to Richland in 2003, and was extended in March 2017 in order to allow additional time to complete public infrastructure including the expansion of the storm drain detention basin that was required by the Crossroads Storm Drain Master Plan in order to provide the ultimate storm drainage capacity to serve full build-out of the project.

Staff is requesting that City Council adopt a resolution accepting the improvements from Richland for the Crossroads Storm Drain Detention Pond.

**REASON FOR RECOMMENDATION:**

Richland has completed the expansion of the Crossroads Storm Drain Detention Pond according to contract plans and specifications approved by the City of Lathrop Public Works Department. City Council's acceptance of these improvements will trigger the reimbursement to Richland from the Series B Bond funds that were held until the work was completed.

**COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:**

This item furthers Council's Goals of:

- Public Safety by maintaining a safe operating Storm drain system within City utilities for the public.
- Promoting Community Values by maintaining a community resource.

**FISCAL IMPACT:**

The Developer, Richland built and funded the construction of the Crossroads Storm Drain Detention Basin, the City of Lathrop will reimburse Richland for Construction costs from the Series B Bond funds.

**ATTACHMENTS:**

- A. Resolution Accepting Improvements Completed by Richland
- B. GASB Report

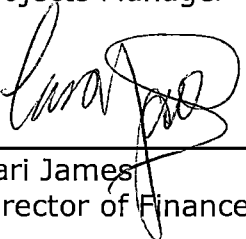
**CITY MANAGER'S REPORT**  
**MARCH 12, 2018 CITY COUNCIL REGULAR MEETING**  
**ACCEPT CROSSROADS STORM DRAIN DETENTION BASIN FROM RICHLAND**

**PAGE 3**

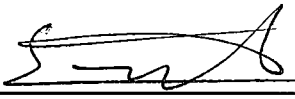
**APPROVALS:**

  
\_\_\_\_\_  
Ken Reed  
Projects Manager


3-6-2018  
\_\_\_\_\_  
Date

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

3/6/18  
\_\_\_\_\_  
Date

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

3-7-18  
\_\_\_\_\_  
Date

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

3-7-18  
\_\_\_\_\_  
Date

**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP BY  
ACCEPTING IMPROVEMENTS COMPLETED BY RICHLAND FOR THE  
EXPANSION OF THE CROSSROADS STORM DRAIN DETENTION BASIN**

**WHEREAS,** Crossroads Industrial Park and initial phase storm drainage infrastructure was originally built by Kearny Ventures in the mid-1990s; and

**WHEREAS,** in 2001 the project was purchased by Crossroads Crea Investors LLC under an amended development agreement and was assigned to Richland in 2003, and was extended in March 2017; and

**WHEREAS,** the work has been completed per the plans and specifications, inspected by City staff and meets the satisfaction of the Department of Public Works; and

**WHEREAS,** Richland has satisfactorily completed the expansion of the Crossroads Storm Drain Detention Basin that was required by the Crossroads Storm Drain Master Plan and the conditions of their development agreement for the Crossroads project; and

**WHEREAS,** staff is recommending Council accept the improvements for public use and release the bond funds held by the City to guarantee this construction;

**NOW, THEREFORE, BE IT RESOLVED,** Richland has completed the expansion of the Crossroads Storm Drain Detention Pond according to contract plans and specifications approved by the City of Lathrop Public Works Department. City Council's acceptance of these improvements will trigger the reimbursement to Richland from the Series B Bond funds that were held until the work was completed.

The foregoing resolution was passed and adopted this 12th day of March 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTEST:

APPROVED AS TO FORM:

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

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

**CITY OF LATHROP  
PROJECT ACCEPTANCE  
(GASB 34 REPORT)**

Submitted by: Richland

Date: 3-12-2018

Tract No.: Crossroads Detention Basin

| <u>Item</u>                      | <u>Unit</u> | <u>Qty</u> | <u>Unit Price</u> | <u>Total Price</u> |
|----------------------------------|-------------|------------|-------------------|--------------------|
| Roadway Pavement                 | SF          |            |                   |                    |
| Roadway Pavement                 | Lane Miles  |            |                   |                    |
| Sidewalk                         | SF          |            |                   |                    |
| Curb & Gutter                    | LF          |            |                   |                    |
| Regulatory Signs                 | EA          |            |                   |                    |
| Traffic Signals                  | EA          |            |                   |                    |
| Street Lights                    | EA          |            |                   |                    |
| Landscape Medians                | SF          |            |                   |                    |
| Hardscape Medians                | SF          |            |                   |                    |
| Roadway Landscape                | SF          |            |                   |                    |
| Fire Hydrant                     | EA          |            |                   |                    |
| 6 Inch Potable Water Pipeline    | LF          |            |                   |                    |
| 8 Inch Potable Water Pipeline    | LF          |            |                   |                    |
| ___ Inch Potable Water Pipeline  | LF          |            |                   |                    |
| ___ Inch Potable Water Pipeline  | LF          |            |                   |                    |
| ___ Inch Potable Water Pipeline  | LF          |            |                   |                    |
| ___ Inch Potable Water Pipeline  | LF          |            |                   |                    |
| 6 Inch Valve                     | EA          |            |                   |                    |
| 8 Inch Valve                     | EA          |            |                   |                    |
| ___ Inch Valve ( )               | EA          |            |                   |                    |
| ___ Inch Valve ( )               | EA          |            |                   |                    |
| ___ Inch Valve ( )               | EA          |            |                   |                    |
| ___ Inch Valve ( )               | EA          |            |                   |                    |
| ___ Inch Valve ( )               | EA          |            |                   |                    |
| ___ Inch Valve ( )               | EA          |            |                   |                    |
| 6 Inch Recycled Water Pipeline   | LF          |            |                   |                    |
| ___ Inch Recycled Water Pipeline | LF          |            |                   |                    |
| ___ Inch Recycled Water Pipeline | LF          |            |                   |                    |
| ___ Inch Recycled Water Pipeline | LF          |            |                   |                    |
| ___ Inch Recycled Water Pipeline | LF          |            |                   |                    |
| ___ Inch Recycled Water Pipeline | LF          |            |                   |                    |
| 6 Inch Valve                     | EA          |            |                   |                    |
| ___ Inch Valve ( )               | EA          |            |                   |                    |
| ___ Inch Valve ( )               | EA          |            |                   |                    |
| ___ Inch Valve ( )               | EA          |            |                   |                    |
| SD Manhole                       | EA          |            |                   |                    |
| SD Catch Basins                  | EA          |            |                   |                    |
| SD Field Inlets                  | EA          | 4          | \$ 3,200.00       | \$ 12,800.00       |
|                                  |             |            |                   | \$ -               |
| 12 Inch SD Pipe                  | LF          | 230        | \$ 32.00          | \$ 7,360.00        |



|  |           |        |              |              |
|--|-----------|--------|--------------|--------------|
| 15 Inch SD Pipe                        | LF        |        |              |              |
| 18 Inch SD Pipe                        | LF        | 229    | \$ 40.00     | \$ 9,160.00  |
| 21 Inch SD Pipe                        | LF        | 151    | \$ 44.00     | \$ 6,644.00  |
| 24 Inch SD Pipe                        | LF        |        |              |              |
| 27 Inch SD Pipe                        | LF        |        |              |              |
| 30 Inch SD Pipe                        | LF        |        |              |              |
| 33 Inch SD Pipe                        | LF        |        |              |              |
| 36 Inch SD Pipe                        | LF        |        |              |              |
| 6 Inch SD Pipe (Sub-Drain)             | LF        | 2068   | \$ 24.00     | \$ 49,632.00 |
| ___ Inch SD Pipe                       | LF        |        |              |              |
| ___ Inch SD Pipe                       | LF        |        |              |              |
| SS Manholes                            | EA        |        |              |              |
| 6 Inch SS Pipe                         | LF        |        |              |              |
| 8 Inch SS Pipe                         | LF        |        |              |              |
| ___ Inch SS Pipe                       | LF        |        |              |              |
| ___ Inch SS Pipe                       | LF        |        |              |              |
| ___ Inch SS Pipe                       | LF        |        |              |              |
| ___ Inch SS Pipe                       | LF        |        |              |              |
| ___ Inch SS Pipe                       | LF        |        |              |              |
| SD Pump Station                        | EA        |        |              |              |
| No. of Pumps ___ HP ___                |           |        |              |              |
| SD Detention/Retention Basin Expansion | Acres     | 6.306  | \$58,000.00  | \$365,748.00 |
| SS Lift/Pump Station                   | EA        |        |              |              |
| No. of Pumps ___ HP ___                |           |        |              |              |
| Recycled Water Storage Basin           | Acres     |        |              |              |
| Chain Link Fence                       | Height/LF | 950    | \$ 16.00     | \$ 15,200.00 |
| Bike Path                              | Width/LF  |        |              |              |
|  |           | Totals | \$466,544.00 |              |

Note: Do not include sewer laterals or irrigation piping. Include storm drain pipe stub outs to property line only.

**PAGE LEFT  
INTENTIONALLY  
BLANK**

**CITY MANAGER'S REPORT  
MARCH 12, 2018 CITY COUNCIL REGULAR MEETING**

**ITEM:** **ACCEPTANCE OF RECYCLED WATER STORAGE POND, SPRAYFIELDS, PIPELINE AND PUMP STATION FOR THE RIVER ISLANDS AT LATHROP PROJECT WITHIN THE SOUTHEAST STEWART TRACT**

**RECOMMENDATION:** **Adopt Resolution Accepting the Recycled Water Storage Pond, Sprayfields, Pipeline, Pump Station Improvements within Southeast Stewart Tract, Easement Deed**

---

**SUMMARY:**

On May 4, 2015, the City Council approved a Subdivision Improvement Agreement (SIA) for Tract 3791 that included a provision to guarantee construction and implementation of a storage pond, pipeline extension, sprayfields and pump station ("Recycled Water Improvements") within the Southeast Stewart Tract. A map of the storage pond, pipeline extension, sprayfields and pump station ("Recycled Water Improvements") within the Southeast Stewart improvements has been provided in "Attachment B.

The Developer River Islands Development, LLC ("River Islands") has substantially completed construction of the following improvements necessary for the disposal of recycled water generated at the Lathrop Consolidated Treatment Facility (LCTF). Therefore, staff is recommending Council accept the improvements for public use and release the performance bonds associated with the improvements:

1. Recycled Water Storage Pond
2. Recycled Water Pipeline Extension
3. Recycled Water Disposal Fields ("Sprayfields")
4. Interim Recycled Water Pump Station

**BACKGROUND:**

River Islands has been constructing the facilities within the Southeast Stewart Tract sub-planning area of the West Lathrop Specific Plan; at a cost of \$4,560,680. These improvements are necessary in order for an existing, already built treatment capacity of 250,000 gallons per day (gpd) day to be utilized. On May 4, 2015, the City Council approved a Subdivision Improvement Agreement (SIA) for Tract 3791 that included a provision to guarantee construction and implementation of a storage pond, pipeline extension, sprayfields and pump station ("Recycled Water Improvements") within the Southeast Stewart Tract.

**MARCH 12, 2018 CITY COUNCIL REGULAR MEETING****RESOLUTION ACCEPTING THE RECYCLED WATER STORAGE POND, SPRAYFIELDS, PIPELINE, PUMP STATION IMPROVEMENTS WITHIN SOUTHEAST STEWART TRACT, EASEMENT DEED**

Although River Islands only purchased 200,000 gallons per day (gpd) of wastewater in the last expansion of the City's LCTF, the other developer involved in the expansion failed to construct the disposal facilities for their 50,000 gpd of treatment. For this reason, River Islands was forced to construct facilities sized to dispose of 250,000 gpd in order to revise the State Regional Water Quality Control disposal permit and acquire access to their treatment capacity.

These Capacity Guarantees were allowed in accordance with the First Amendment to the 2003 Amended and Restated Development Agreement. The Capacity Guarantees allowed existing capacity within the City's recycled water system to be utilized by River Islands on an interim basis ("float capacity").

The float Capacity Guarantees were updated in the SIA for several tracts and for several reasons, including the option to construct the sprayfields northwest of Interstate 5 instead of along Paradise Road, due to the high water in the Winter of 2016/17, which delayed construction of the sprayfields, and due to the need for a lot line adjustment between property owners within the Southeast Stewart Tract area, along with a General Plan interpretation for the commensurate land uses associated with these parcels. The most recent update with Tract 3912 extended the deadline to May 14, 2018.

River Islands was required to post \$4,560,680 in performance and labor and materials bonds for the Recycled Water Improvements in 2015. With acceptance of the Recycled Water Improvements, and with the exception of the bonds for the Recycled Water Pump Station, these bonds can be released. The pump station is an interim design without the full structure and longevity of a permanent pump station. This is because there is still some question about the ultimate size of the adjacent pond and adjacent sprayfields at built-out. For this reason, the performance bond no. SU 112463 in the amount of \$1,247,000 for the pump station will be retained until the permanent pump station is constructed. However, the interim pump station is being accepted as a public facility, and so the one-year maintenance bond is required.

Also, with the finalization of the lot line adjustment and resulting deeds between property owners in the Southeast Stewart Tract planning area, dedication of the land and easements necessary for the City to control and operate the Recycled Water Improvements were completed. Grant Deeds for the storage pond, pump station and sprayfields and an Easement Deed for the new pipeline are included as "Attachment D" to this report.

The City has fully inspected the improvements and finds that they are substantially complete. The City has received the maintenance bonds, lien releases, GASB reports and record drawings for the completed improvements.

**MARCH 12, 2018 CITY COUNCIL REGULAR MEETING****RESOLUTION ACCEPTING THE RECYCLED WATER STORAGE POND, SPRAYFIELDS, PIPELINE, PUMP STATION IMPROVEMENTS WITHIN SOUTHEAST STEWART TRACT, EASEMENT DEED**

River Islands has also posted maintenance bonds as summarized above, to guarantee replacement and repair of the improvements as a result of defective materials or defective workmanship for a period of one year from the date of Council acceptance. Staff recommends Council accept the following:

1. Recycled Water Storage Pond will be accepted by the City per attached Resolution once the final punch list items have been completed. A one-year maintenance bond, no. SU 1124670-A in the amount of \$75,240 has been received, and the performance and labor & materials bond no. SU 1124670 in the amount of \$2,324,280 can be released.
2. Recycled Water Pipeline Extension will be accepted by the City per attached Resolution once the final punch list items have been completed. A one-year maintenance bond no. SU 1124672-A in the amount of \$75,240 has been received, and the performance and labor & materials bond no. SU 1124672 in the amount of \$752,400 can be released.
3. Recycled Water Disposal Fields ("Sprayfields") will be accepted by the City per attached Resolution once the final punch list items have been completed. A one-year maintenance bond no. SU 1124671-A in the amount of \$23,700 has been received, and the performance and labor & materials bonds no. SU 1124671 in the amount of \$237,000 can be released.
4. Interim Recycled Water Pump Station will be accepted by the City per attached Resolution once the final punch list items have been completed. A one-year maintenance bond no. 0681506 in the amount of \$42,000 has been received, and the performance and labor & materials bond no. SU 1124673 in the amount of \$1,247,000 will not be released.

**RECOMMENDATION:**

Staff recommends City Council accept the Recycled Water Storage Pond, Recycled Water Pipeline Extension, Recycled Water Disposal Fields ("Sprayfields") and Interim Recycled Water Pump Station and release the following bonds:

- Bond No. SU 1124670 in the amount of \$2,324,280
- Bond No. SU 1124672 in the amount of \$ 752,400
- Bond No. SU 1124671 in the amount of \$ 237,000

**MARCH 12, 2018 CITY COUNCIL REGULAR MEETING****RESOLUTION ACCEPTING THE RECYCLED WATER STORAGE POND, SPRAYFIELDS, PIPELINE, PUMP STATION IMPROVEMENTS WITHIN SOUTHEAST STEWART TRACT, EASEMENT DEED**

The Interim Recycled Water Pump Station is an interim design without the full structure and longevity of a permanent pump station. This is because there is still some question about the ultimate size of the pond and adjacent sprayfields at built-out. For this reason, the performance bond for the interim pump station, bond no. SU 1124673 in the amount of \$1,247,000 will be retained until the pump stations is constructed.

**FISCAL IMPACT:**

Long term maintenance of the Recycled Water Storage Pond and the Recycled Water Pipeline Extension will be funded through the MBR Sewer Fund 6080. The long term maintenance for the Recycled Water Disposal Fields "Sprayfields" and the Interim Recycled Water Pump Station will be maintained by Reclamation District 2062. There will be no fiscal impact related to this item during this budget cycle (fiscal year ending 2018-19). Maintenance costs related to the improvements will be covered by the one-year maintenance bonds during the current budget cycle.

**ATTACHMENTS:**

- A. Resolution Accepting the Recycled Water Storage Pond, Sprayfields, Pipeline, Pump Station Improvements within Southeast Stewart Tract and Easement Deed
- B. Location Map
- C. GASB 34 Reports
- D. Dedication and Easement Deeds

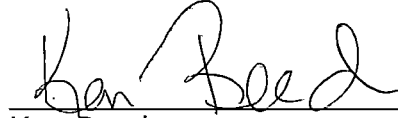
**CITY MANAGER'S REPORT**

**Page 5**

**FEBRUARY 12, 2018 CITY COUNCIL REGULAR MEETING**

**RESOLUTION ACCEPTING THE RECYCLED WATER STORAGE POND,  
SPRAYFIELDS, PIPELINE, PUMP STATION IMPROVEMENTS WITHIN  
SOUTHEAST STEWART TRACT, EASEMENT DEED**

**APPROVALS:**



Ken Reed  
Projects & Programs Manager

3-1-2018

Date



Glenn Gebhardt  
City Engineer

3-1-18

Date



Cari James  
Director of Finance

3/3/18

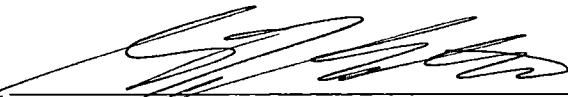
Date



Salvador Navarrete  
City Attorney

3-6-18

Date



Stephen J. Salvatore  
City Manager

3.7.18

Date

**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
ACCEPTING THE RECYCLED WATER STORAGE POND, SPRAYFIELDS,  
PIPELINE, PUMP STATION IMPROVEMENTS WITHIN SOUTHEAST STEWART  
TRACT AND EASEMENT DEED**

**WHEREAS**, On May 4, 2015, the City Council approved a Subdivision Improvement Agreement (SIA) for Tract 3791 that included a provision to guarantee construction and implementation of a storage pond, pipeline extension, sprayfields and pump station ("Recycled Water Improvements") within the Southeast Stewart Tract; and

**WHEREAS**, River Islands was required to post \$4,560,680 in performance and labor and materials bonds for the Recycled Water Improvements in 2015; and

**WHEREAS**, Recycled Water Storage Pond will be accepted by the City once the final punch list items have been completed a one-year maintenance bond no. SU 1124670-A in the amount of \$75,240 has been received, and the performance and labor & materials bond no. SU 1124670 in the amount of \$2,324,280 can be released; and

**WHEREAS**, Recycled Water Pipeline Extension will be accepted by the City once the final punch list items have been completed, a one-year maintenance bond no. SU 1124672-A in the amount of \$75,240 has been received, and the performance and labor & materials bond no. SU 1124672 in the amount of \$752,400 can be released; and

**WHEREAS**, Recycled Water Disposal Fields ("Sprayfields") will be accepted by the City once the final punch list items have been completed, a one-year maintenance bond no. SU 1124671-A in the amount of \$23,700 has been received, and the performance and labor & materials bond no. SU 1124671 in the amount of \$237,000 can be released; and

**WHEREAS**, Interim Recycled Water Pump Station will be accepted by the City once the final punch list items have been completed, a one-year maintenance bond no. 0681506 in the amount of \$42,000 has been received, and the performance and labor & materials bond no. SU 1124673 in the amount of \$1,247,000 will not be released; and

**WHEREAS**, the Interim Recycled Water Pump Station is an interim design without the full structure and longevity of a permanent pump station, this is because there is still some question about the ultimate size of the pond and adjacent sprayfields at built-out therefore the performance and labor & materials bond no. SU 1124673 in the amount of \$1,247,000 will not be released; and



**WHEREAS,** the City wishes to accept the Recycled Water Improvements at this time and place them into service, by notifying the Central Valley Regional Water Quality Board ("RWQCB") upon the acceptance of the Recycled Water Improvements by City and providing all necessary documentation to the RWQCB of the City's intent to utilize said improvements as soon as possible to expand the City's permit to allow treatment and disposal of an additional 250,000 gpd to increase the LCTF capacity to 1 million gallons per day;

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Lathrop, hereby accepts the Recycled Water Storage Pond, Recycled Water Pipeline Extension, Recycled Water Disposal Fields ("Sprayfields") and releases the following bonds:

- Bond No. SU 1124670 in the amount of \$2,324,280
- Bond No. SU 1124672 in the amount of \$ 752,400
- Bond No. SU 1124671 in the amount of \$ 237,000

The foregoing resolution was passed and adopted this 12th day of March 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

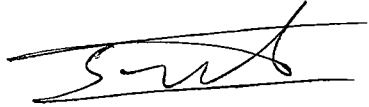
ABSTAIN:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**CITY OF LATHROP  
PROJECT ACCEPTANCE  
(GASB 34 REPORT)**

Submitted by: \_\_\_\_\_

Date: 2/5/2018Tract No.: River Islands - Recycled Water Interim Pump Station

| <u>Item</u>                            | <u>Unit</u> | <u>Qty</u> | <u>Unit Price</u> | <u>Total</u>         |
|--|-------------|------------|-------------------|----------------------|
| Concrete Ramp and Cart Pad             | LS          | 1          | \$ 3,500.00       | \$ 3,500.00          |
| Driveway and Apron                     | SF          | 2,000      | \$ 3.00           | \$ 6,000.00          |
| 8" HDPE                                | LF          | 190        | \$ 40.00          | \$ 7,600.00          |
| Submersible Pump CP06                  | EA          | 2          | \$ 10,000.00      | \$ 20,000.00         |
| 12" Fabricated HDPE Discharge Manifold | EA          | 1          | \$ 2,000.00       | \$ 2,000.00          |
| 12" Butterfly Valve                    | EA          | 1          | \$ 2,500.00       | \$ 2,500.00          |
| 8" Butterfly Valve                     | EA          | 3          | \$ 7,000.00       | \$ 21,000.00         |
| 8" Check Valve                         | EA          | 3          | \$ 7,000.00       | \$ 21,000.00         |
| 6" Butterfly Valve                     | EA          | 1          | \$ 6,000.00       | \$ 6,000.00          |
| 2" Air Relief Valve                    | LS          | 1          | \$ 2,000.00       | \$ 2,000.00          |
| 1" Air Relief Valve                    | LS          | 3          | \$ 1,000.00       | \$ 3,000.00          |
| Main SES                               | EA          | 1          | \$ 15,000.00      | \$ 15,000.00         |
| Motor Control Center                   | EA          | 1          | \$ 30,000.00      | \$ 30,000.00         |
| Stainless Disconnects/J-Boxes          | EA          | 3          | \$ 750.00         | \$ 2,250.00          |
| Misc Station Conduit/Wire              | LS          | 1          | \$ 5,000.00       | \$ 5,000.00          |
| <b>Total</b>                           |             |            |                   | <b>\$ 146,850.00</b> |

**CITY OF LATHROP  
PROJECT ACCEPTANCE  
(GASB 34 REPORT)**

Submitted by: \_\_\_\_\_

Date: 11/22/2016

Tract No.: River Islands - Manthey Road Recycled Water Line

| <u>Item</u>                       | <u>Unit</u> | <u>Qty</u> | <u>Unit Price</u> | <u>Amount</u>        |
|-----------------------------------|-------------|------------|-------------------|----------------------|
| 16" PVC Recycled Water Pipe       | LF          | 8,332      | \$ 50.00          | \$ 416,600.00        |
| 16" Valves                        | EA          | 25         | \$ 3,500.00       | \$ 87,500.00         |
| 4" Tap with Gate Valve            | EA          | 1          | \$ 250.00         | \$ 250.00            |
| 16" Stub with 2" Tap & Gate Valve | EA          | 5          | \$ 500.00         | \$ 2,500.00          |
| Air Relief Valves                 | EA          | 3          | \$ 2,000.00       | \$ 6,000.00          |
| 6" AB Access Road                 | SF          | 114,640    | \$ 1.00           | \$ 114,640.00        |
| <b>Total</b>                      |             |            |                   | <b>\$ 627,490.00</b> |

**CITY OF LATHROP  
PROJECT ACCEPTANCE  
(GASB 34 REPORT)**

Submitted by: \_\_\_\_\_

Date: 2/5/2018

Tract No.: River Islands - Recycled Water Storage Pond Expansion

| <u>Item</u>   | <u>Unit</u> | <u>Qty</u> | <u>Unit Price</u> | <u>Amount</u>        |
|---|-------------|------------|-------------------|----------------------|
| Site Preparation                                      | AC          | 15         | \$ 2,600.00       | \$ 39,000.00         |
| Earthwork ( <i>Assumed 40% Shrinkage</i> )            | CY          | 74,200     | \$ 2.50           | \$ 185,500.00        |
| 3" AB Access Roads                                    | SF          | 41,325     | \$ 0.60           | \$ 24,795.00         |
| Erosion Control                                       | AC          | 15         | \$ 2,500.00       | \$ 37,500.00         |
| HDPE Textured Berm Liner w/ Anchor Trench - 40 Mil    | SF          | 112,860    | \$ 0.45           | \$ 50,787.00         |
| HDPE Smooth Bottom Liner w/out Anchor Trench - 40 Mil | SF          | 353,685    | \$ 0.45           | \$ 159,158.25        |
| Linear Installation                                   | SF          | 466,545    | \$ 0.25           | \$ 116,636.25        |
| Fencing   | LF          | 2,220      | \$ 25.00          | \$ 55,500.00         |
| Hydroseeding  | SF          | 101,170    | \$ 0.20           | \$ 20,234.00         |
| <b>Total</b>  |             |            |                   | <b>\$ 689,100.00</b> |

**CITY OF LATHROP  
PROJECT ACCEPTANCE  
(GASB 34 REPORT)**

Submitted by: \_\_\_\_\_

Date: 2/24/2017

Tract No.: River Islands - Interim Recycled Water Storage Pond - 55-MG (Phase 1B)

| <u>Item</u>   | <u>Unit</u> | <u>Qty</u> | <u>Unit Price</u> | <u>Amount</u>          |
|---|-------------|------------|-------------------|------------------------|
| Site Preparation                                      | AC          | 19         | \$ 2,000.00       | \$ 38,000.00           |
| Earthwork ( <i>Assumed 30% Shrinkage</i> )            | CY          | 99,180     | \$ 3.00           | \$ 297,540.00          |
| 6" AB Access Roads                                    | SF          | 62,715     | \$ 1.65           | \$ 103,479.75          |
| Erosion Control                                       | AC          | 19         | \$ 4,000.00       | \$ 76,000.00           |
| HDPE Textured Berm Liner w/ Anchor Trench - 40 Mil    | SF          | 149,620    | \$ 1.85           | \$ 276,797.00          |
| HDPE Smooth Bottom Liner w/out Anchor Trench - 40 Mil | SF          | 402,085    | \$ 1.25           | \$ 502,606.25          |
| Emergency Stairs or HDPE Ladders                      | EA          | 25         | \$ 2,000.00       | \$ 50,000.00           |
| Fencing   | LF          | 3,300      | 20                | \$ 66,000.00           |
| Hydroseeding  | SF          | 138,885    | 0.15              | \$ 20,832.75           |
| <b>Total</b>  |             |            |                   | <b>\$ 1,431,255.75</b> |

**CITY OF LATHROP  
PROJECT ACCEPTANCE  
(GASB 34 REPORT)**

Submitted by: \_\_\_\_\_

Date: 2/5/2018

Tract No.: River Islands - Recycled Water Sprayfields - A35

| <u>Item</u>                          | <u>Unit</u> | <u>Qty</u> | <u>Unit Price</u> | <u>Amount</u>        |
|--------------------------------------|-------------|------------|-------------------|----------------------|
| 12" PVC Pipe with Flood Riser Valves | LF          | 3,026      | \$ 60.00          | \$ 181,560.00        |
| 12" Recycled Water Supply Pipeline   | LF          | 955        | \$ 40.00          | \$ 38,200.00         |
| 12" Gate Valve                       | EA          | 5          | \$ 2,500.00       | \$ 12,500.00         |
| 12" Double Check Valve               | EA          | 2          | \$ 2,500.00       | \$ 5,000.00          |
| Pressure Reducing Valve              | EA          | 1          | \$ 2,000.00       | \$ 2,000.00          |
| Valve Vault                          | EA          | 1          | \$ 5,000.00       | \$ 5,000.00          |
| Recycled Water Caution Signs         | EA          | 32         | \$ 250.00         | \$ 8,000.00          |
| 36" ADS Pipe                         | LF          | 800        | \$ 200.00         | \$ 160,000.00        |
| <b>Total</b>                         |             |            |                   | <b>\$ 412,260.00</b> |



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO AND  
MAIL TAX STATEMENTS TO:

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

(Space Above This Line for Recorder's Use Only)

Documentary Transfer Tax \$0.00

### **DEED FOR EASEMENTS**

This Deed for Easements ("Deed") dated as of \_\_\_\_\_, 2018 is made and entered into by and between RICHARD D. HEDRICK, an individual, PAULA YROZ, an individual, ROBERT L. HEDRICK as Trustee of the Robert L. Hedrick Revocable Living Trust, and RUDY DELL'OSSO as Trustee of the Rudy Dell'Osso Revocable Trust (collectively, "Grantor") and the CITY OF LATHROP, a municipal corporation ("Grantee").

### **RECITALS**

A. Grantor is the owner of certain real property situated in the City of Lathrop, San Joaquin County, California (hereafter referred to as the "Easement Area"), more particularly described in Exhibit A attached to this Deed and hereby incorporated by reference.

B. Grantee is the operator of certain public utilities which serve the Easement Area and other real property situated in the City of Lathrop, San Joaquin County, California and may therefore be the beneficiary of an easement in gross. Grantee intends to construct, install, operate and maintain reclaimed water public utilities (collectively, the "Improvements") over, under and across the Easement Area.

C. Grantee desires to acquire certain rights in the Easement Area.

NOW, THEREFORE, for good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, Grantor and Grantee agree as follows:

### **AGREEMENT**

1. **Grant of Easement.** Grantor grants to Grantee an easement over the Easement Area, subject to the terms of this Deed.

2. **Description of Easement.** The easement granted in this Deed is an easement for the construction, installation, operation and maintenance of the Improvements over, under and across the Easement Area. Grantee shall use the easements granted hereunder, and shall conduct all activities within the Easement Area in accordance with applicable law and all recorded covenants, conditions and restrictions affecting the Easement Area which are of record at the commencement of the Term of this easement as specified in paragraph 6 below.

3. **Secondary Easements.** The easement granted in this Deed includes the following incidental rights: the right to ingress and egress over the Easement Area at all times and to perform such activities on the Easement Area as are reasonably necessary for the construction, installation, operation

and maintenance of the Improvements. In exercising these rights, Grantee must use reasonable care and may not unreasonably increase the burden on the Easement Area or make any material changes to the Easement Area other than as necessary to construct, install, operate and maintain the Improvements as contemplated herein.

4. **Grantee Covenants.** Grantee agrees to use the Easement Area only in a manner consistent with the terms and conditions hereof. In the event that Grantor gives Grantee written notice that Grantee's use of the Easement Area violates the terms and conditions of this Deed, Grantee shall promptly take such steps as are necessary to cure such violation. Grantee shall not make any changes to the Easement Area that are inconsistent with the purposes of this easement as herein described, without the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. Any above-grade Improvements to the Easement Area shall be subject to the prior written approval of the Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. Grantee shall repair and maintain the Improvements at no cost to Grantor. Grantee shall restore the surface of the Easement Area following any construction, installation, or maintenance of the Improvements to as good or better a condition as existed prior to that construction, installation or maintenance.

5. **Indemnity.** Grantee agrees to indemnify, defend and hold Grantor, and Grantor's employees and agents, harmless from and against all fines, suits, losses, costs, expenses, liabilities, claims, demands, actions, damages and judgments, including reasonable and actual attorneys' fees and costs of suit (collectively, "Claims") arising from Grantee's construction or other work in the Easement Area.

6. **Term.** The easement rights granted in this Deed shall commence on the date this Deed is recorded in the official records of San Joaquin County and shall terminate upon the earlier of (i) recordation in those official records of a written agreement to terminate executed by the Grantee or (ii) if and when terminated by Grantor pursuant to Grantor's power of termination in accordance with California Civil Code Section 885.010 *et. seq.*, but only in the event that Grantee abandons the Easement Area, which means that Grantee has removed any and all Improvements such as reclaimed water pipelines, equipment, and other ancillary facilities and otherwise no longer uses the Easement Area for reclaimed water public utility purposes.

7. **Nonexclusive Easement.** The easement granted in this Deed is nonexclusive. Grantor retains the right to make any use of the Easement Area, including the right to grant concurrent easements in the Easement Area to third parties that do not interfere with Grantee's free use and enjoyment of the easement.

8. **Deed Nonassignable.** This Deed shall not be assigned other than by Grantee and in that case only for public utility purposes. Any other purported assignment of this Deed or of any interest in this Deed shall be void and of no effect.

9. **Entire Agreement.** This Deed constitutes the entire agreement between Grantor and Grantee relating to the above easement. Any prior agreements, promises, negotiations, or representations with respect to the use of the Easement Area for public utility purposes that are not expressly set forth in this Deed are of no force and effect. Except as provided in paragraph 6 above, any amendment to this Deed shall be of no force and effect unless it is in writing and signed by Grantor and Grantee.

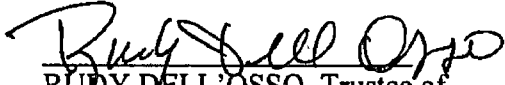
10. **Binding Effect.** This Deed shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee.

[REMAINDER OF PAGE INTENTIONALLY BLANK]


IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of \_\_\_\_\_, 2018.


GRANTOR:

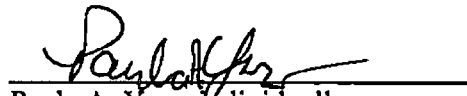
Rudy Dell'Ossio Revocable Trust

  
RUDY DELL'OSSO, Trustee of  
the Rudy Dell'Ossio Revocable Trust  
Dated: 2/15/, 2018

Robert L. Hedrick Revocable Trust

  
ROBERT L. HEDRICK, Trustee of  
the Robert L. Hedrick Revocable Trust  
Dated: 2-9-18, 2018

  
Richard D. Hedrick, individually  
Dated: 02.06.18, 2018

  
Paula A. Yroz, individually  
Dated: 2-9-18, 2018

GRANTEE:

CITY OF LATHROP

By: \_\_\_\_\_  
Name: Stephen J. Salvatore  
Its: City Manager  
Dated: \_\_\_\_\_, 2018

ATTEST:

By: \_\_\_\_\_  
Name: Teresa Vargas, City Clerk  
Dated: \_\_\_\_\_, 2018  
(Municipal Seal)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Salvador Navarrete, City Attorney  
Dated: \_\_\_\_\_, 2018

**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 )

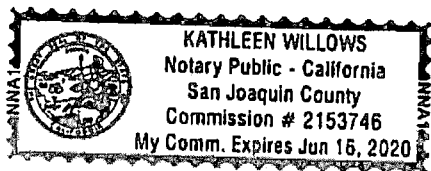
On February 15, 2018 before me, Kathleen Willows, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Rudy Dell'Osso  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kathleen Willows  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of San Joaquin )

On February 9, 2018 before me, Kathleen Willows, Notary Public

Date

Here Insert Name and Title of the Officer

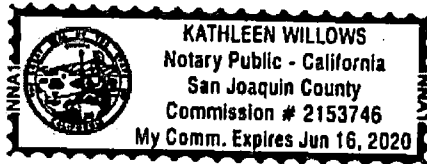
personally appeared Robert L. Hedrick

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathleen Willows  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

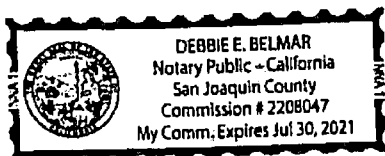
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of San Joaquin )

On February 6, 2018 before me, Debbie E. Belmar, a Notary Public,  
*Date*

personally appeared Richard D. Hendrick, 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: \_\_\_\_\_

**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 )

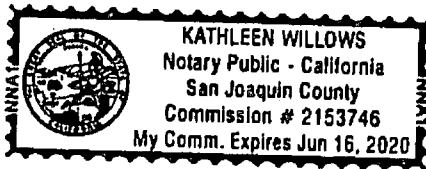
County of San Joaquin )

On February 9, 2018 before me, Kathleen Willows  
Date Here Insert Name and Title of the Officer  
 personally appeared Paula A. Yooz  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kathleen Willows  
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: \_\_\_\_\_

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name of notary)

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 and official seal.

Signature \_\_\_\_\_

(Seal)



**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name of notary)

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 and official seal.

Signature \_\_\_\_\_

(Seal)

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name of notary)

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 and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT A**  
**LEGAL DESCRIPTION OF EASEMENT AREA**

(See Attached)

SEPTEMBER 7, 2016

**EXHIBIT  
LEGAL DESCRIPTION  
RECYCLED WATER LINE AND ACCESS EASEMENT  
ACROSS DELL'OSSO ET AL PROPERTY  
RIVER ISLANDS  
LATHROP, CALIFORNIA**

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

BEING A PORTION OF PARCEL THREE, AS SAID PARCEL THREE IS DESCRIBED IN THE NOTICE OF LOT LINE ADJUSTMENT NUMBER 07-62, RECORDED AUGUST 6, 2007, AS DOCUMENT NUMBER 2007-140788, SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERN CORNER OF PARCEL ONE, AS SAID PARCEL ONE IS DESCRIBED IN THE NOTICE OF LOT LINE ADJUSTMENT NUMBER 07-62, RECORDED AUGUST 6, 2007, AS DOCUMENT NUMBER 2007-140788, SAN JOAQUIN COUNTY RECORDS, SAID CORNER ALSO BEING ON THE NORTHWESTERN LINE OF MANTHEY ROAD, AS SAID MANTHEY ROAD IS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS, AT PAGE 142, SAN JOAQUIN COUNTY RECORDS;

THENCE, ALONG THE LINE COMMON TO SAID NORTHWESTERN LINE OF MANTHEY ROAD AND THE SOUTHEASTERN LINE OF PARCEL TWO, AS SAID PARCEL TWO IS DESCRIBED IN THE NOTICE OF LOT LINE ADJUSTMENT NUMBER 07-62, RECORDED AUGUST 6, 2007, AS DOCUMENT NUMBER 2007-140788, SAN JOAQUIN COUNTY RECORDS, NORTH 47°56'00" EAST 10.00 FEET;

THENCE, LEAVING SAID COMMON LINE, NORTH 41°50'30" WEST 33.30 FEET;

THENCE, NORTH 48°32'21" EAST 357.98 FEET;

THENCE, NORTH 48°12'04" EAST 816.24 FEET TO A POINT BEING ON THE NORTHEASTERN LINE OF SAID PARCEL TWO (DOCUMENT NUMBER 2007-140788), SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID NORTHEASTERN LINE, NORTH 40°46'10" WEST 15.00 FEET;

THENCE, LEAVING SAID NORTHEASTERN LINE, NORTH 48°12'04" EAST 196.56 FEET, SAID LINE BEING REFERRED HEREINAFTER AS LINE 'A'

THENCE, NORTH 47°53'03" EAST 572.07 FEET, SAID LINE BEING REFERRED HEREINAFTER AS LINE 'B'

THENCE, NORTH 47°52'06" EAST 310.87 FEET, SAID LINE BEING REFERRED HEREINAFTER AS LINE 'C';

THENCE, NORTH 42°02'00" WEST 98.96 FEET;

THENCE, NORTH 47°46'03" EAST 71.73 FEET TO A POINT BEING ON THE SOUTHEASTERN LINE OF TRACT 32 AS SHOWN ON SAID RECORD OF SURVEY (35 SURVEYS 142);

EXHIBIT  
LEGAL DESCRIPTION  
RECYCLED WATER LINE AND ACCESS EASEMENT  
ACROSS DELL'OSSO ET AL PROPERTY  
RIVER ISLANDS- PHASE 1B

SEPTEMBER 7, 2016

THENCE, ALONG THE SOUTHEASTERN LINE OF SAID TRACT 32, THE FOLLOWING THREE (3) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 90.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 74°28'08" EAST, THROUGH A CENTRAL ANGLE OF 57°33'52", AN ARC DISTANCE OF 90.42 FEET;
- 2) SOUTH 42°02'00" EAST 35.54 FEET, AND
- 3) SOUTH 13°58'49" EAST 20.03 FEET TO A POINT BEING 30 FEET OFFSET SOUTHEASTERLY, MEASURED AT A RIGHT ANGLE, FROM AFORESAID LINE 'C';

THENCE, LEAVING SAID SOUTHEASTERN LINE, ALONG SAID 30 FOOT OFFSET LINE, SOUTH 47°52'06" WEST 331.40 FEET;

THENCE, ALONG A LINE BEING 30 FEET OFFSET SOUTHEASTERLY, MEASURED AT A RIGHT ANGLE, FROM AFORESAID LINE 'B', SOUTH 47°53'03" WEST 572.16 FEET;

THENCE, ALONG A LINE BEING 30 FEET OFFSET SOUTHEASTERLY, MEASURED AT A RIGHT ANGLE, FROM AFORESAID LINE 'A', SOUTH 48°12'04" WEST 197.18 FEET TO THE NORTHEASTERN LINE OF SAID PARCEL TWO (DOCUMENT NUMBER 2007-140788);

THENCE, ALONG SAID NORTHEASTERN LINE, NORTH 40°46'10" WEST 15.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 0.85 ACRES, MORE OR LESS.

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

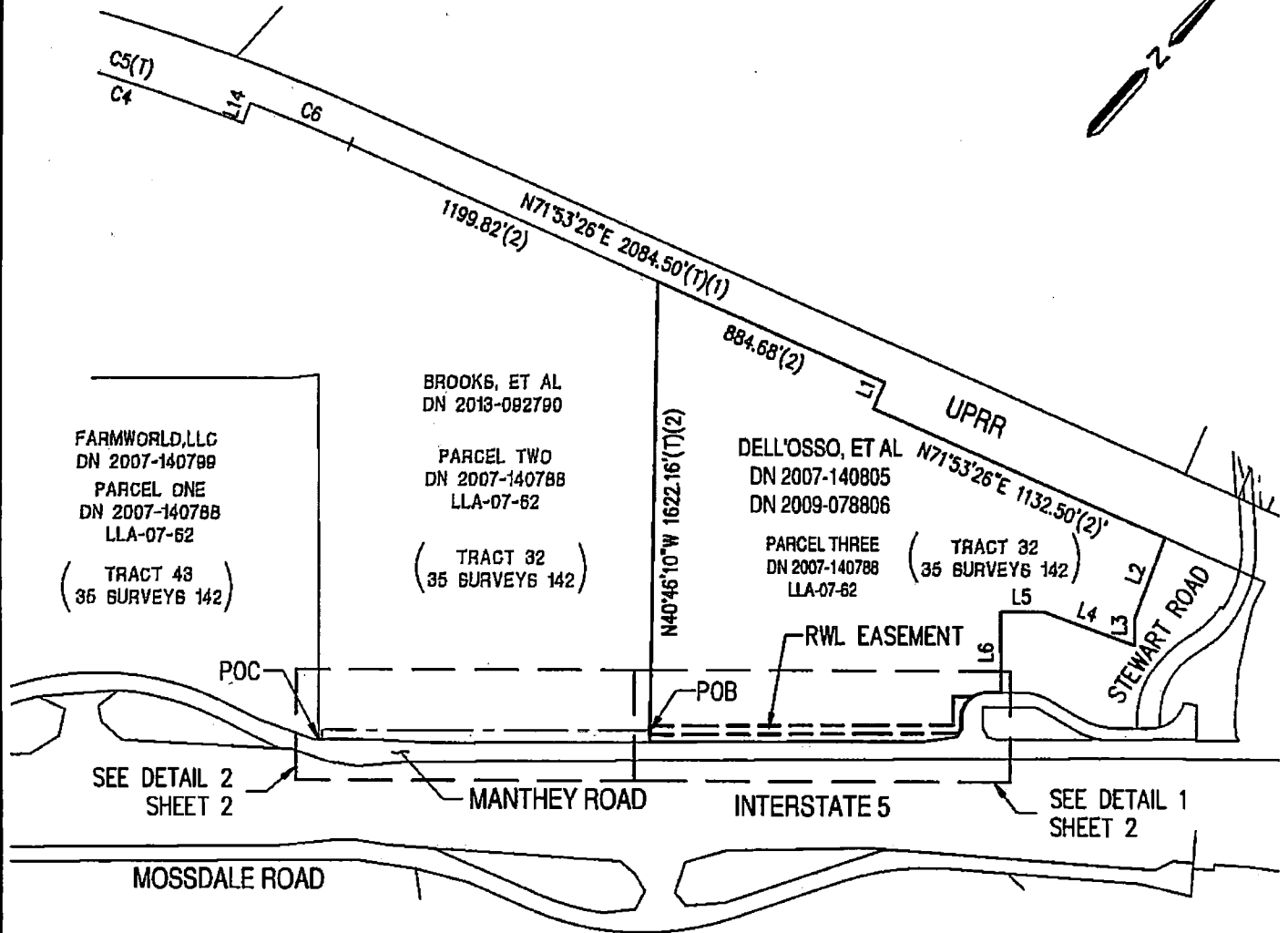
THIS LEGAL DESCRIPTION IS BASED ON RECORD DATA AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED AUGUST, 4, 2004, IN BOOK 35 OF SURVEYS, PAGE 142, SAN JOAQUIN COUNTY RECORDS. BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, CCS83, ZONE 3, NAD 83. ALL DISTANCES AND DIMENSIONS SHOWN ARE GROUND DISTANCES.

END OF DESCRIPTION

Paul Kittredge  
PAUL KITTREDGE  
PROFESSIONAL LAND SURVEYOR  
CALIFORNIA NO. 5790

9/13/16  
DATE





## LEGEND

- CENTERLINE
- RWL EASEMENT
- EXISTING LOT LINE
- RWL RECYCLED WATER LINE
- (R) RADIAL BEARING
- (1) RECORD DATA PER 35 SURVEYS 142
- (2) RECORD DATA PER THE NOTICE OF LOT LINE ADJUSTMENT RECORDED AUGUST 6, 2007 AS DOC NO. 2007-140788



## NOTES

- 1) REFER TO SHEET 2 FOR LINE AND CURVE TABLES
- 2) EASEMENTS OF RECORD ARE NOT SHOWN



SCALE: 1" = 600'

DRAWN BY: PK

FILE: 25500 PLAT-RWL ESMIT-DELL'OSSO.DWG

DATE: 09/07/16

SHEET: 1 OF 3

## PLAT TO ACCOMPANY LEGAL DESCRIPTION

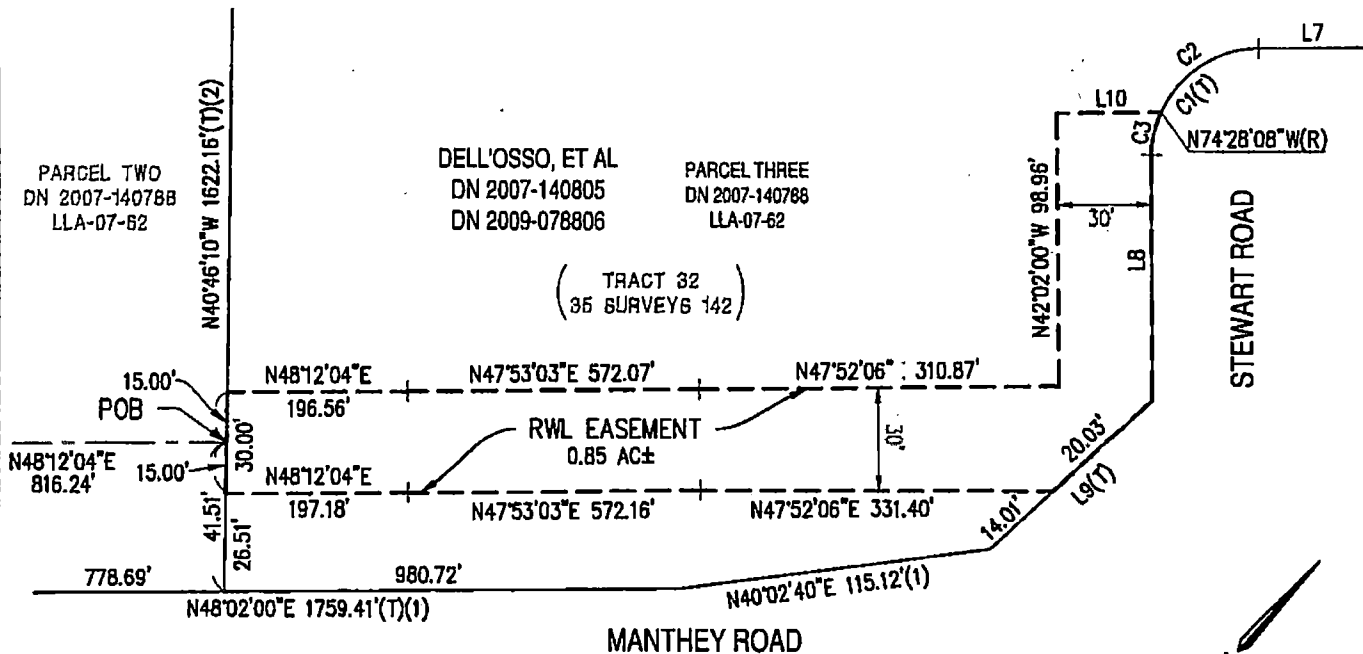
RECYCLED WATER LINE EASEMENT  
DELL'OSSO, ET AL PROPERTY

CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA

**O'DELL**  
ENGINEERING

| LINE TABLE |             |               |
|------------|-------------|---------------|
| LINE       | DIRECTION   | LENGTH        |
| L1         | N18°06'34"W | 100.00' (1)   |
| L2         | N21°16'16"W | 306.13' (2)   |
| L3         | N41°36'01"W | 92.22' (2)    |
| L4         | N68°12'04"E | 345.59' (2)   |
| L5         | N48°02'04"E | 151.76' (2)   |
| L6         | N41°57'56"W | 283.95' (2)   |
| L7         | N47°58'00"E | 53.04' (1)    |
| L8         | N42°02'00"W | 35.54' (1)    |
| L9         | N13°58'49"W | 34.04' (1)    |
| L10        | N47°46'03"E | 71.73'        |
| L11        | N51°31'13"E | 230.83' (1)   |
| L12        | N47°56'00"E | 164.31'       |
| L13        | N74°14'38"E | 135.41' (1)   |
| L14        | N20°56'19"W | 75.00' (R)(1) |

| CURVE TABLE |         |           |              |
|-------------|---------|-----------|--------------|
| CURVE       | RADIUS  | DELTA     | LENGTH       |
| C1          | 90.00   | 90°00'00" | 141.37' (1)  |
| C2          | 90.00   | 32°26'08" | 1332.35'     |
| C3          | 90.00   | 57°33'52" | 90.42'       |
| C4          | 7688.11 | 7°42'29"  | 1034.28'     |
| C5          | 7688.11 | 19°22'34" | 2599.94' (1) |
| C6          | 7763.11 | 2°49'45"  | 383.33'      |



SCALE: N/A

DRAWN BY: PK

FILE: 25500 PLAT-RWL ESMT-DELL'OSSO.DWG

DATE: 09/07/16 SHEET: 2 OF 3

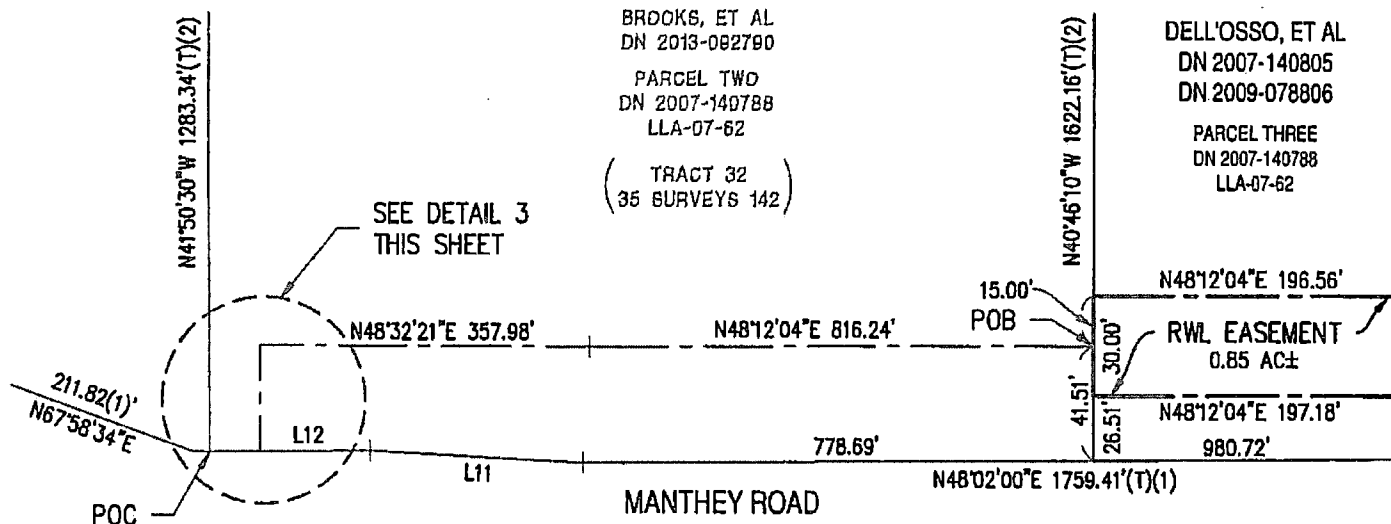
PLAT TO ACCOMPANY LEGAL DESCRIPTION

RECYCLED WATER LINE EASEMENT

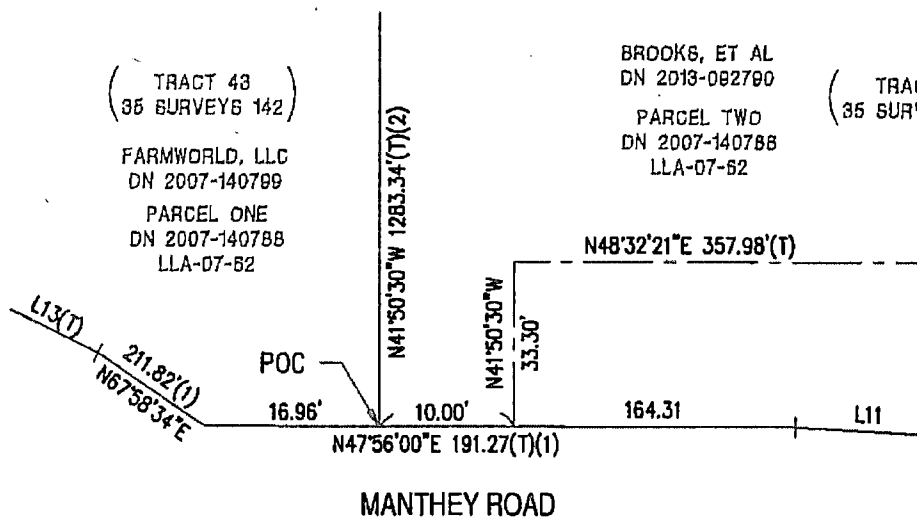
DELL'OSSO, ET AL PROPERTY

CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA

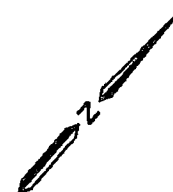
**O'DELL**  
ENGINEERING



**DETAIL 2**  
 NTS



**DETAIL 3**  
 NTS



SCALE: N/A  
 DRAWN BY: PK  
 FILE: 25560 PLAT-RWL ESMT-DELL'OSSO.DWG  
 DATE: 09/07/16 SHEET: 3 OF 3

**PLAT TO ACCOMPANY LEGAL DESCRIPTION**  
 RECYCLED WATER LINE EASEMENT  
 DELL'OSSO, ET AL PROPERTY  
 CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA





**CERTIFICATE OF ACCEPTANCE  
GOVERNMENT CODE SECTION 27281  
(Attached)**

D

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO AND  
MAIL TAX STATEMENTS TO:

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

---

(Space Above This Line For Recorder's Use Only)

Documentary Transfer Tax \$ \$0.00

**DEED FOR EASEMENTS**

This Deed for Easements ("Deed") dated as of February 14, 2018 is made and entered into by and between JUDY A. BROOKS, as Trustee of the Frederick L. and Judy A. Brooks Family Survivor's Trust under agreement dated October 2, 1985 and as Trustee of the Frederick L. and Judy A. Brooks Family Bypass Trust under agreement dated October 2, 1985, ("Grantor") and the CITY OF LATHROP, a municipal corporation ("Grantee").

**RECITALS**

A. Grantor is the owner of certain real property situated in the City of Lathrop, San Joaquin County, California (hereafter referred to as the "Easement Area"), more particularly described in Exhibit A attached to this Deed and hereby incorporated by reference.

B. Grantee is the operator of certain public utilities which serve the Easement Area and other real property situated in the City of Lathrop, San Joaquin County, California and may therefore be the beneficiary of an easement in gross. Grantee intends to construct, install, operate and maintain reclaimed water public utilities (collectively, the "Improvements") over, under and across the Easement Area.

C. Grantee desires to acquire certain rights in the Easement Area.

NOW, THEREFORE, for good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, Grantor and Grantee agree as follows:

**AGREEMENT**

1. **Grant of Easement.** Grantor grants to Grantee an easement over the Easement Area, subject to the terms of this Deed.

2. **Description of Easement.** The easement granted in this Deed is an easement for the construction, installation, operation and maintenance of the Improvements over, under and across the Easement Area. Grantee shall use the easements granted hereunder and shall conduct all activities within the Easement Area in accordance with applicable law and all recorded covenants, conditions and restrictions affecting the Easement Area which are of record at the commencement of the Term of this easement as specified in paragraph 6 below.

3. **Secondary Easements.** The easement granted in this Deed includes the following incidental rights: the right to ingress and egress over the Easement Area at all times and to perform such activities on the Easement Area as are reasonably necessary for the construction, installation, operation

and maintenance of the Improvements. In exercising these rights, Grantee must use reasonable care and may not unreasonably increase the burden on the Easement Area or make any material changes to the Easement Area other than as necessary to construct, install, operate and maintain the Improvements as contemplated herein.

4. **Grantee Covenants.** Grantee agrees to use the Easement Area only in a manner consistent with the terms and conditions hereof. In the event that Grantor gives Grantee written notice that Grantee's use of the Easement Area violates the terms and conditions of this Deed, Grantee shall promptly take such steps as are necessary to cure such violation. Grantee shall not make any changes to the Easement Area that are inconsistent with the purposes of this easement as herein described, without the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. Any above-grade Improvements to the Easement Area shall be subject to the prior written approval of the Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. Grantee shall repair and maintain the Improvements at no cost to Grantor. Grantee shall restore the surface of the Easement Area following any construction, installation, or maintenance of the Improvements to as good or better a condition as existed prior to that construction, installation or maintenance.

5. **Indemnity.** Grantee agrees to indemnify, defend and hold Grantor, and Grantor's employees and agents, harmless from and against all fines, suits, losses, costs, expenses, liabilities, claims, demands, actions, damages and judgments, including reasonable and actual attorneys' fees and costs of suit (collectively, "Claims") arising from Grantee's construction or other work in the Easement Area.

6. **Term.** The easement rights granted in this Deed shall commence on the date this Deed is recorded in the official records of San Joaquin County and shall terminate upon the earlier of (i) recordation in those official records of a written agreement to terminate executed by the Grantee or (ii) if and when terminated by Grantor pursuant to Grantor's power of termination in accordance with California Civil Code Section 885.010 *et. seq.*, in the event that Grantee abandons the Easement Area, which means that Grantee has removed any and all Improvements such as reclaimed water pipelines, equipment, and other ancillary facilities and otherwise no longer uses the Easement Area for reclaimed water public utility purposes.

7. **Nonexclusive Easement.** The easement granted in this Deed is nonexclusive. Grantor retains the right to make any use of the Easement Area, including the right to grant concurrent easements in the Easement Area to third parties that do not interfere with Grantee's free use and enjoyment of the easement.

8. **Deed Nonassignable.** This Deed shall not be assigned other than by Grantee and in that case only for public utility purposes. Any other purported assignment of this Deed or of any interest in this Deed shall be void and of no effect.


9. **Entire Agreement.** This Deed constitutes the entire agreement between Grantor and Grantee relating to the above easement. Any prior agreements, promises, negotiations, or representations with respect to the use of the Easement Area for public utility purposes that are not expressly set forth in this Deed are of no force and effect. Except as provided in paragraph 6 above, any amendment to this Deed shall be of no force and effect unless it is in writing and signed by Grantor and Grantee.

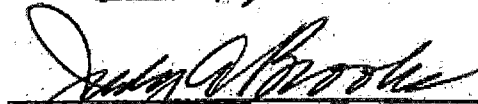
10. **Binding Effect.** This Deed shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of \_\_\_\_\_, 2018.

GRANTOR:

  
JUDY A. BROOKS, as Trustee of the Frederick  
L. and Judy A. Brooks Family Survivor's Trust  
under agreement dated October 2, 1985  
Dated: Feb 14, 2018

  
JUDY A. BROOKS, as Trustee of the Frederick  
L. and Judy A. Brooks Family Bypass Trust  
under agreement dated October 2, 1985  
Dated: Feb 14, 2018

GRANTEE:

CITY OF LATHROP

By: \_\_\_\_\_  
Name: Stephen J. Salvatore  
Its: City Manager  
Dated: \_\_\_\_\_, 2018

ATTEST:

By: \_\_\_\_\_  
Name: Teresa Vargas, City Clerk  
Dated: \_\_\_\_\_, 2018  
(Municipal Seal)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Salvador Navarrete, City Attorney  
Dated: \_\_\_\_\_, 2018

## CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

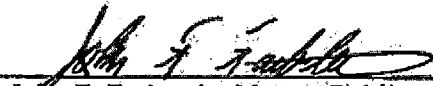
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 ) ss  
County of San Mateo )

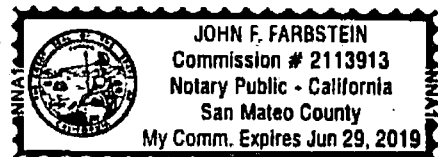
On February 14, 2018, before me, John F. Farbstein, Notary Public, personally appeared JUDY A. BROOKS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

  
John F. Farbstein, Notary Public

(Seal)



My commission expires on: June 29, 2019

Notary Name: John F. Farbstein  
Notary Commission Number: 2113913

Notary Phone: 650-353-4503  
County of Business: San Mateo

**EXHIBIT A**  
**LEGAL DESCRIPTION OF EASEMENT AREA**  
(See Attached)

JANUARY 26, 2018

**EXHIBIT  
LEGAL DESCRIPTION  
RECYCLED WATER LINE AND ACCESS EASEMENT  
ACROSS BROOKS PROPERTY  
RIVER ISLANDS  
LATHROP, CALIFORNIA**

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

BEING A PORTION OF LOT 3, AS SAID LOT 3 IS DESCRIBED IN THE NOTICE OF LOT LINE ADJUSTMENT NUMBER 17-36, RECORDED SEPTEMBER 1, 2017, AS DOCUMENT NUMBER 2017-101074, SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**EASEMENT 1:**

BEING A STRIP OF LAND THIRTY (30.00) FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF COURSE L9, AS SAID COURSE IS SHOWN ON SHEET 2 OF THE PLAT FOR SAID LOT 3 OF THE LOT LINE ADJUSTMENT (LLA-17-36), SAID COURSE SHOWN AS NORTH 47°56'00" EAST 191.27 FEET, SAID POINT OF COMMENCEMENT ALSO BEING ON THE NORTHWESTERN LINE OF MANTHEY ROAD, AS SAID MANTHEY ROAD IS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS, AT PAGE 142, SAN JOAQUIN COUNTY RECORDS;

THENCE, ALONG THE LINE COMMON TO SAID NORTHWESTERN LINE OF MANTHEY ROAD AND THE SOUTHEASTERN LINE OF SAID LOT 3 (LLA-17-36), NORTH 47°56'00" EAST 26.96 FEET TO THE POINT OF BEGINNING;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID COMMON LINE, NORTH 41°50'30" WEST 33.30 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'A';

THENCE, NORTH 41°50'30" WEST 2002.45 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 7,888.11 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 18°39'24" EAST, THROUGH A CENTRAL ANGLE OF 02°24'41", AN ARC DISTANCE OF 322.73 FEET TO THE SOUTHWESTERN LINE OF SAID LOT 3 (LLA-17-36), AND THERE TERMINATING.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO TERMINATE SOUTHEASTERLY ON THE SOUTHEASTERN LINE OF SAID LOT 3 (LLA-17-36), AND TO TERMINATE SOUTHWESTERLY ON THE SOUTHWESTERN LINE OF SAID LOT 3 (LLA-17-36).

**EASEMENT 2:**

BEING A STRIP OF LAND THIRTY (30.00) FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFORESAID POINT 'A';

EXHIBIT  
LEGAL DESCRIPTION  
RECYCLED WATER LINE AND ACCESS EASEMENT  
ACROSS BROOKS PROPERTY  
RIVER ISLANDS- PHASE 1B

JANUARY 26, 2018

THENCE, FROM SAID POINT OF BEGINNING, NORTH 48°32'21" EAST 357.98 FEET;

THENCE, NORTH 48°12'04" EAST 816.24 FEET TO THE NORTHEASTERN LINE OF AFORESAID LOT 3 (DOCUMENT NUMBER 2017-101074), AND THERE TERMINATING.

EXCEPTING THEREFROM, THAT PORTION OF EASEMENT 2 WITHIN SAID EASEMENT 1 DESCRIBED ABOVE.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO TERMINATE NORTHEASTERLY ON THE NORTHEASTERN LINE OF SAID LOT 3 (DOCUMENT NUMBER 2017-101074).

EASEMENT 1 AND 2 CONTAINING 2.42 ACRES, MORE OR LESS.

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

THIS LEGAL DESCRIPTION IS BASED ON RECORD DATA AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED AUGUST, 4, 2004, IN BOOK 35 OF SURVEYS, PAGE 142, SAN JOAQUIN COUNTY RECORDS. BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, CCS83, ZONE 3, NAD 83. ALL DISTANCES AND DIMENSIONS SHOWN ARE GROUND DISTANCES.

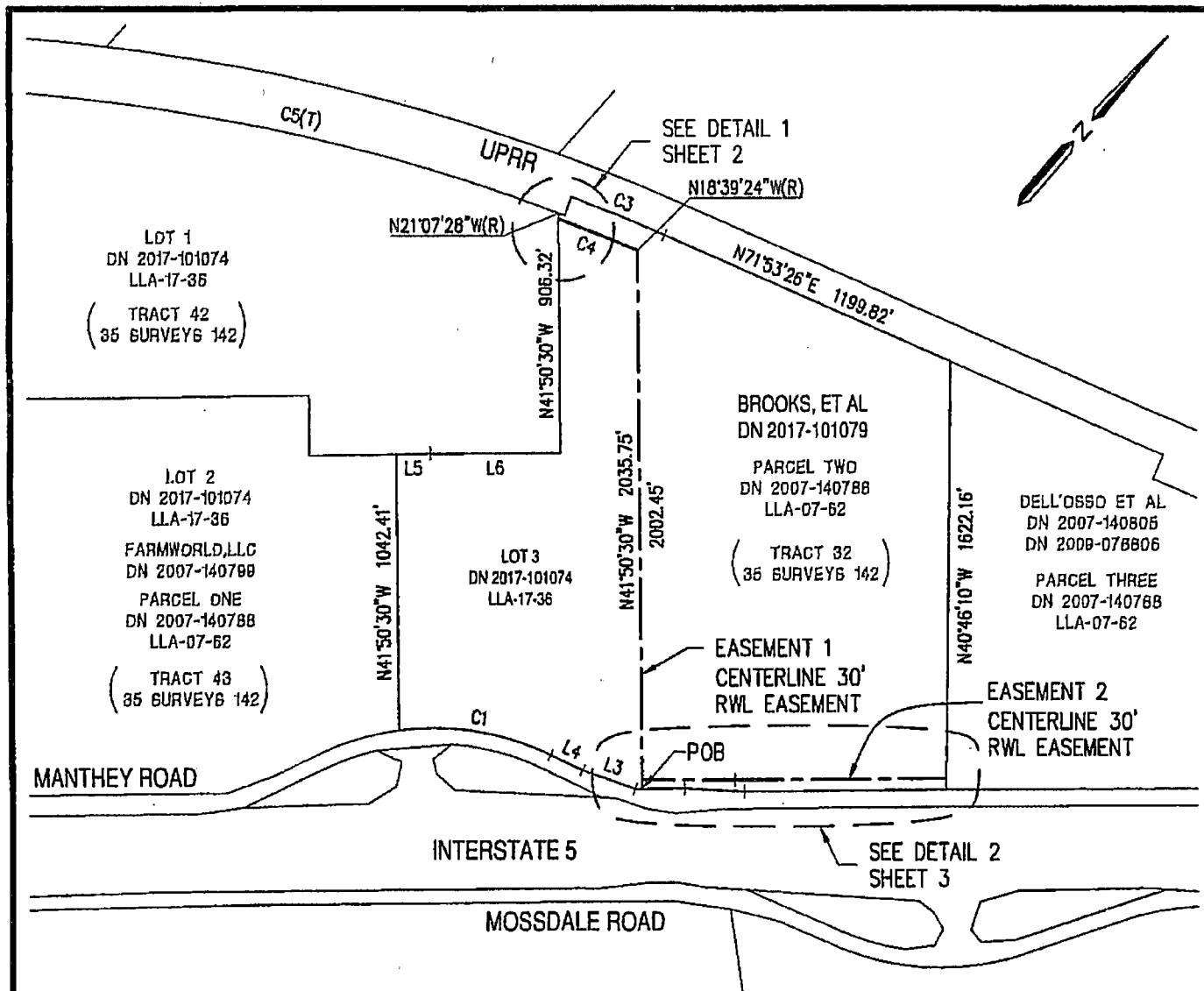
END OF DESCRIPTION

Paul Kittredge  
PAUL KITTREDGE  
PROFESSIONAL LAND SURVEYOR  
CALIFORNIA NO. 5790

1/26/18  
DATE







## LEGEND

- CENTERLINE 30' RWL EASEMENT
- EXISTING LOT LINE
- RWL RECYCLED WATER LINE

## NOTES

- 1) REFER TO SHEET 2 FOR LINE AND CURVE TABLES
- 2) EASEMENTS OF RECORD ARE NOT SHOWN



SCALE: 1" = 600'

DRAWN BY: PK

FILE: 25500 PLAT-RWL ESMT-BROOKS.DWG

DATE: 01/23/18 SHEET: 1 OF 3

## PLAT TO ACCOMPANY LEGAL DESCRIPTION

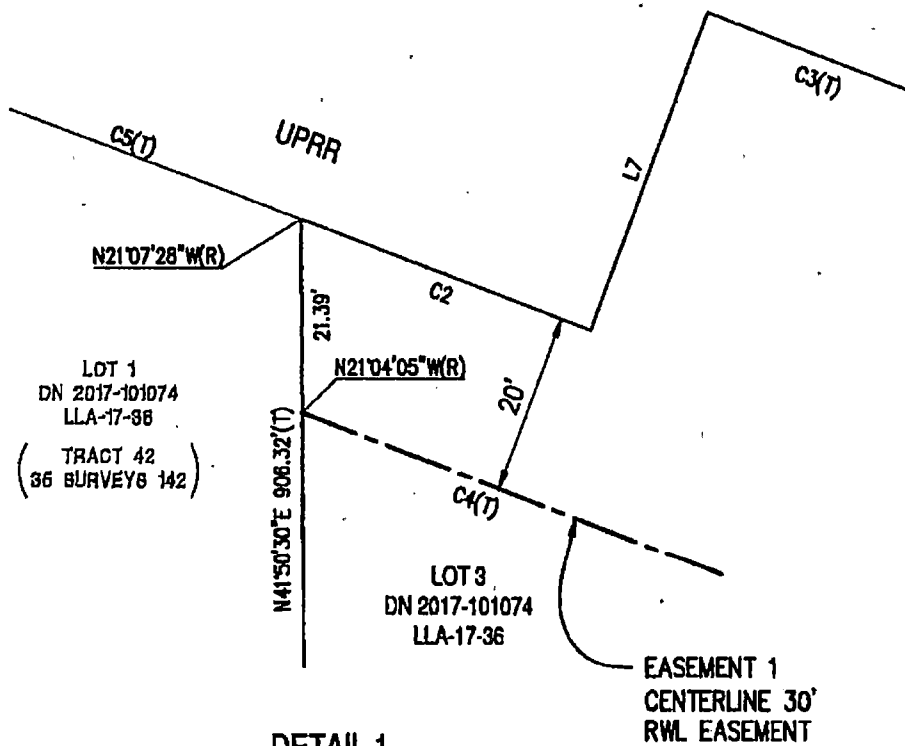
RECYCLED WATER LINE EASEMENT  
BROOKS PROPERTY

CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA

**O'DELL**  
ENGINEERING

| LINE TABLE |             |            |
|------------|-------------|------------|
| LINE       | DIRECTION   | LENGTH     |
| L1         | N51°31'13"E | 230.83'    |
| L2         | N47°56'00"E | 191.27'    |
| L3         | N67°58'34"E | 211.82'    |
| L4         | N74°14'38"E | 135.41'    |
| L5         | N47°23'14"E | 130.43'    |
| L6         | N48°12'58"E | 501.14'    |
| L7         | N20°56'19"W | 75.00' (R) |
| L8         | N48°32'21"E | 357.98'    |

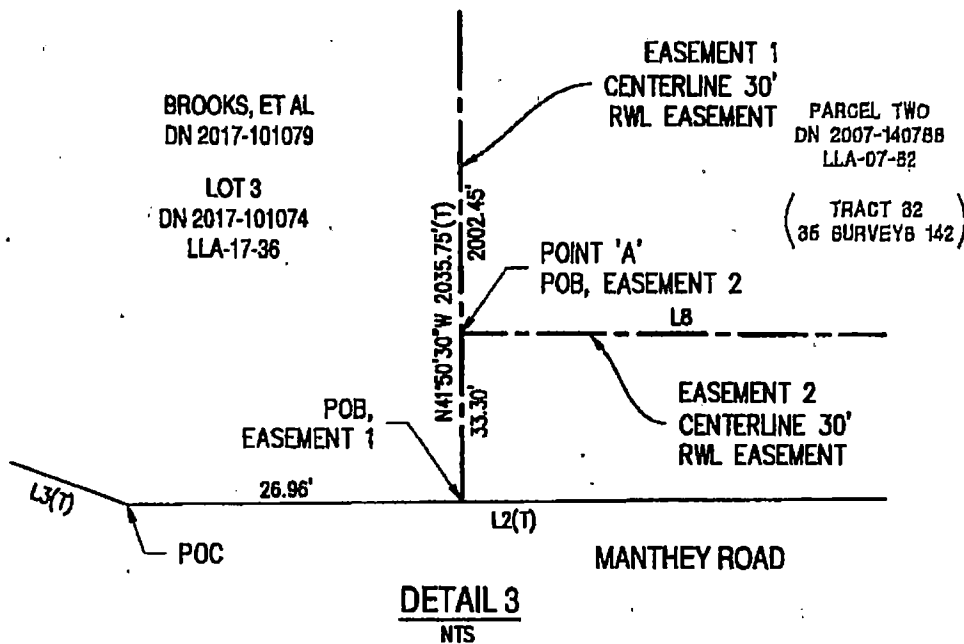
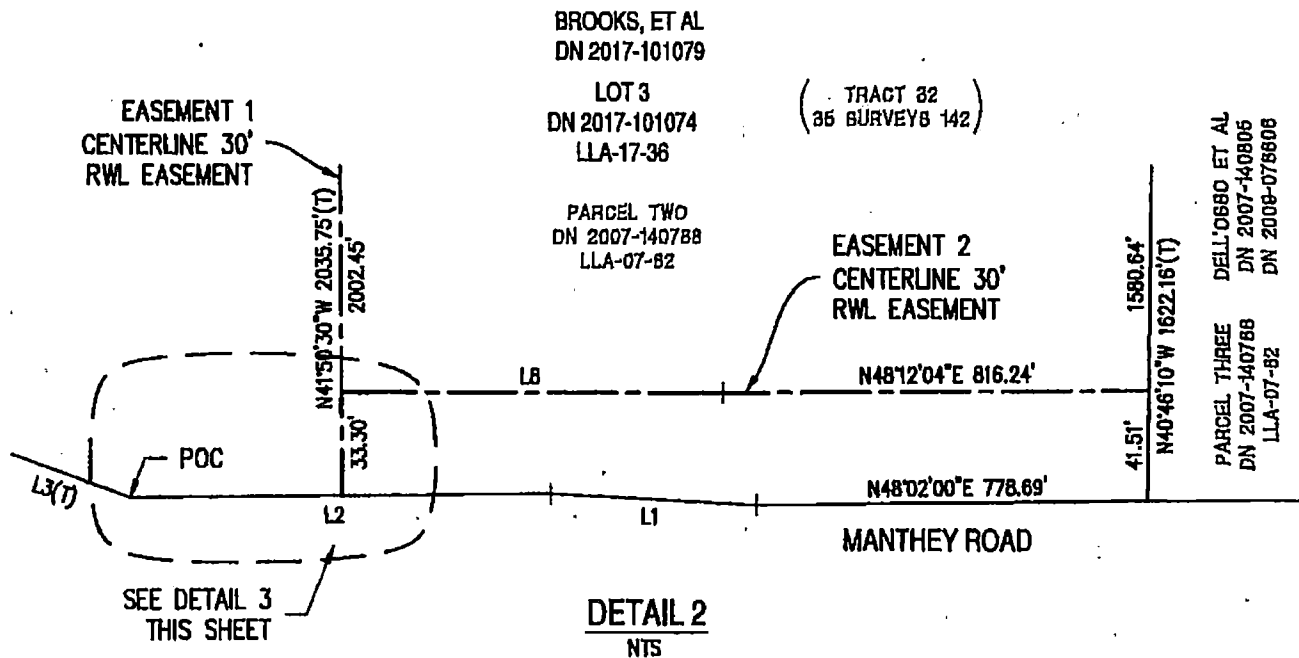
| CURVE TABLE |         |           |          |
|-------------|---------|-----------|----------|
| CURVE       | RADIUS  | DELTA     | LENGTH   |
| C1          | 1030.00 | 33°20'17" | 599.32'  |
| C2          | 7688.11 | 0°11'09"  | 1332.35' |
| C3          | 7763.11 | 2°49'45"  | 383.33'  |
| C4          | 7668.11 | 2°24'41"  | 322.73'  |
| C5          | 7688.11 | 19°22'34" | 2599.94' |



SCALE: N/A  
 DRAWN BY: PK  
 FILE: 25500 PLAT-RWL ESMT-BROOKS.DWG  
 DATE: 01/23/18 SHEET: 2 OF 3

**PLAT TO ACCOMPANY LEGAL DESCRIPTION**  
 RECYCLED WATER LINE EASEMENT  
 BROOKS PROPERTY  
 CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA





SCALE: 1" = 200'

DRAWN BY: PK

FILE: 25500 PLAT-RWL ESMT-BROOKS.DWG

DATE: 01/23/18 SHEET: 3 OF 3

PLAT TO ACCOMPANY LEGAL DESCRIPTION

RECYCLED WATER LINE EASEMENT

BROOKS PROPERTY

CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA

**O'DELL**  
ENGINEERING

**CERTIFICATE OF ACCEPTANCE**  
**GOVERNMENT CODE SECTION 27281**  
**(Attached)**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO AND  
MAIL TAX STATEMENTS TO:

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

(Space Above This Line for Recorder's Use Only)

Documentary Transfer Tax \$0.00

**DEED FOR EASEMENTS**

This Deed for Easements ("Deed") dated as of \_\_\_\_\_, 2018 is made and entered into by and between RIVER ISLANDS DEVELOPMENT, LLC, ("Grantor") and the CITY OF LATHROP, a municipal corporation ("Grantee").

**RECITALS**

A. Grantor is the owner of certain real property situated in the City of Lathrop, San Joaquin County, California (hereafter referred to as the "Easement Area"), more particularly described in Exhibit A attached to this Deed and hereby incorporated by reference.

B. Grantee is the operator of certain public utilities which serve the Easement Area and other real property situated in the City of Lathrop, San Joaquin County, California and may therefore be the beneficiary of an easement in gross. Grantee intends to construct, install, operate and maintain reclaimed water public utilities (collectively, the "Improvements") over, under and across the Easement Area.

C. Grantee desires to acquire certain rights in the Easement Area.

NOW, THEREFORE, for good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, Grantor and Grantee agree as follows:

**AGREEMENT**

1. **Grant of Easement.** Grantor grants to Grantee an easement over the Easement Area, subject to the terms of this Deed.

2. **Description of Easement.** The easement granted in this Deed is an easement for the construction, installation, operation and maintenance of the Improvements over, under and across the Easement Area. Grantee shall use the easements granted hereunder and shall conduct all activities within the Easement Area in accordance with applicable law and all recorded covenants, conditions and restrictions affecting the Easement Area which are of record at the commencement of the Term of this easement as specified in paragraph 6 below.

3. **Secondary Easements.** The easement granted in this Deed includes the following incidental rights: the right to ingress and egress over the Easement Area at all times and to perform such activities on the Easement Area as are reasonably necessary for the construction, installation, operation and maintenance of the Improvements. In exercising these rights, Grantee must use reasonable care and may not unreasonably increase the burden on the Easement Area or make any material changes to the

Easement Area other than as necessary to construct, install, operate and maintain the Improvements as contemplated herein.

4. **Grantee Covenants.** Grantee agrees to use the Easement Area only in a manner consistent with the terms and conditions hereof. In the event that Grantor gives Grantee written notice that Grantee's use of the Easement Area violates the terms and conditions of this Deed, Grantee shall promptly take such steps as are necessary to cure such violation. Grantee shall not make any changes to the Easement Area that are inconsistent with the purposes of this easement as herein described, without the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. Any above-grade Improvements to the Easement Area shall be subject to the prior written approval of the Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. Grantee shall repair and maintain the Improvements at no cost to Grantor. Grantee shall restore the surface of the Easement Area following any construction, installation, or maintenance of the Improvements to as good or better a condition as existed prior to that construction, installation or maintenance.

5. **Indemnity.** Grantee agrees to indemnify, defend and hold Grantor, and Grantor's employees and agents, harmless from and against all fines, suits, losses, costs, expenses, liabilities, claims, demands, actions, damages and judgments, including reasonable and actual attorneys' fees and costs of suit (collectively, "Claims") arising from Grantee's construction or other work in the Easement Area.

6. **Term.** The easement rights granted in this Deed shall commence on the date this Deed is recorded in the official records of San Joaquin County and shall terminate upon the earlier of (i) recordation in those official records of a written agreement to terminate executed by the Grantee or (ii) if and when terminated by Grantor pursuant to Grantor's power of termination in accordance with California Civil Code Section 885.010 *et. seq.*, but only in the event that Grantee abandons the Easement Area, which means that Grantee has removed any and all Improvements such as reclaimed water pipelines, equipment, and other ancillary facilities and otherwise no longer uses the Easement Area for reclaimed water public utility purposes.

7. **Nonexclusive Easement.** The easement granted in this Deed is nonexclusive. Grantor retains the right to make any use of the Easement Area, including the right to grant concurrent easements in the Easement Area to third parties that do not interfere with Grantee's free use and enjoyment of the easement.

8. **Deed Nonassignable.** This Deed shall not be assigned other than by Grantee and in that case only for public utility purposes. Any other purported assignment of this Deed or of any interest in this Deed shall be void and of no effect.

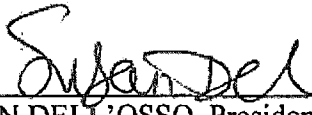
9. **Entire Agreement.** This Deed constitutes the entire agreement between Grantor and Grantee relating to the above easement. Any prior agreements, promises, negotiations, or representations with respect to the use of the Easement Area for public utility purposes that are not expressly set forth in this Deed are of no force and effect. Except as provided in paragraph 6 above, any amendment to this Deed shall be of no force and effect unless it is in writing and signed by Grantor and Grantee.

10. **Binding Effect.** This Deed shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of \_\_\_\_\_, 2018.

GRANTOR:

  
\_\_\_\_\_  
SUSAN DELL'OSSO, President  
River Islands Development, LLC  
Dated: 2/9/, 2018

GRANTEE:

CITY OF LATHROP

By: \_\_\_\_\_  
Name: Stephen J. Salvatore  
Its: City Manager  
Dated: \_\_\_\_\_, 2018

ATTEST:

By: \_\_\_\_\_  
Name: Teresa Vargas, City Clerk  
Dated: \_\_\_\_\_, 2018  
(Municipal Seal)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Salvador Navarrete, City Attorney  
Dated: \_\_\_\_\_, 2018

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

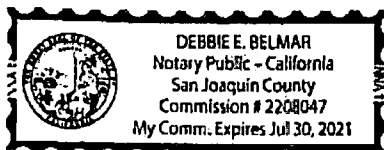
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of San Joaquin )

On February 9, 2018 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: \_\_\_\_\_



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name of notary)

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 and official seal.

Signature \_\_\_\_\_

(Seal)

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name of notary)

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 and official seal.

Signature \_\_\_\_\_

(Seal)

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_  
(insert name of notary)

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 and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT A**  
**LEGAL DESCRIPTION OF EASEMENT AREA**

(See Attached)

JANUARY 26, 2018

**EXHIBIT  
LEGAL DESCRIPTION  
RECYCLED WATER LINE AND ACCESS EASEMENT  
ACROSS RIVER ISLANDS DEV, LLC, PROPERTY  
RIVER ISLANDS  
LATHROP, CALIFORNIA**

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

BEING A PORTION OF LOT 1, AS SAID LOT 1 IS DESCRIBED IN THE NOTICE OF LOT LINE ADJUSTMENT NUMBER 17-36, RECORDED SEPTEMBER 1, 2017, AS DOCUMENT NUMBER 2017-101074, SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A STRIP OF LAND THIRTY (30.00) FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF COURSE L9, AS SAID COURSE IS SHOWN ON SHEET 2 OF THE PLAT FOR LOT 3 OF THE LOT LINE ADJUSTMENT (LLA-17-36), SAID COURSE L9 BEING SHOWN AS "N47°56'00"E 191.27 FEET", SAID POINT OF COMMENCEMENT ALSO BEING ON THE NORTHWESTERN LINE OF MANTHEY ROAD, AS SAID MANTHEY ROAD IS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS, AT PAGE 142, SAN JOAQUIN COUNTY RECORDS;

THENCE, ALONG THE LINE COMMON TO SAID NORTHWESTERN LINE OF MANTHEY ROAD AND THE SOUTHEASTERN LINE OF SAID LOT 3, NORTH 47°56'00" EAST 26.96 FEET;

THENCE, LEAVING SAID COMMON LINE, NORTH 41°50'30" WEST 2,035.75 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 7,668.11 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 18°39'24" EAST, THROUGH A CENTRAL ANGLE OF 2°24'41", AN ARC DISTANCE OF 322.73 FEET TO THE SOUTHWESTERN LINE OF SAID LOT 3 (LLA-17-36), SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG THE ARC OF SAID CURVE TO THE LEFT, BEING 20 FEET OFFSET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERN LINE OF TRACTS 32, 42 AND 31, RESPECTIVELY, AS SAID TRACTS ARE SHOWN ON SAID RECORD OF SURVEY (35 SURVEYS 142), HAVING A RADIUS OF 7,668.11 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 21°04'05" EAST, THROUGH A CENTRAL ANGLE OF 19°14'48", AN ARC DISTANCE OF 2,575.85 FEET;

THENCE, ALONG A LINE TANGENT TO SAID CURVE, BEING 20 FEET OFFSET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERN LINE OF SAID TRACT 31, SOUTH 49°41'07" WEST 893.17 FEET, AND THERE TERMINATING.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED NORTHEASTERLY TO TERMINATE AT THE NORTHEASTERN LINE OF SAID LOT 1 (LLA-17-36) AS SHOWN ON THE ATTACHED PLAT.

EXHIBIT  
LEGAL DESCRIPTION  
RECYCLED WATER LINE AND ACCESS EASEMENT  
ACROSS RIVER ISLANDS DEV., LLC, PROPERTY  
RIVER ISLANDS- PHASE 1B

JANUARY 26, 2018

CONTAINING A NET AREA OF 2.11 ACRES, MORE OR LESS, NOT INCLUDING THAT PORTION OF SAID RECYCLED WATER LINE EASEMENT WITHIN FUTURE PARCEL 1 TO BE CONVEYED TO THE CITY OF LATHROP BY SEPARATE DOCUMENT.

THIS LEGAL DESCRIPTION IS BASED ON RECORD DATA AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED AUGUST, 4, 2004, IN BOOK 35 OF SURVEYS, PAGE 142, SAN JOAQUIN COUNTY RECORDS. BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, CCS83, ZONE 3, NAD 83. ALL DISTANCES AND DIMENSIONS SHOWN ARE GROUND DISTANCES.

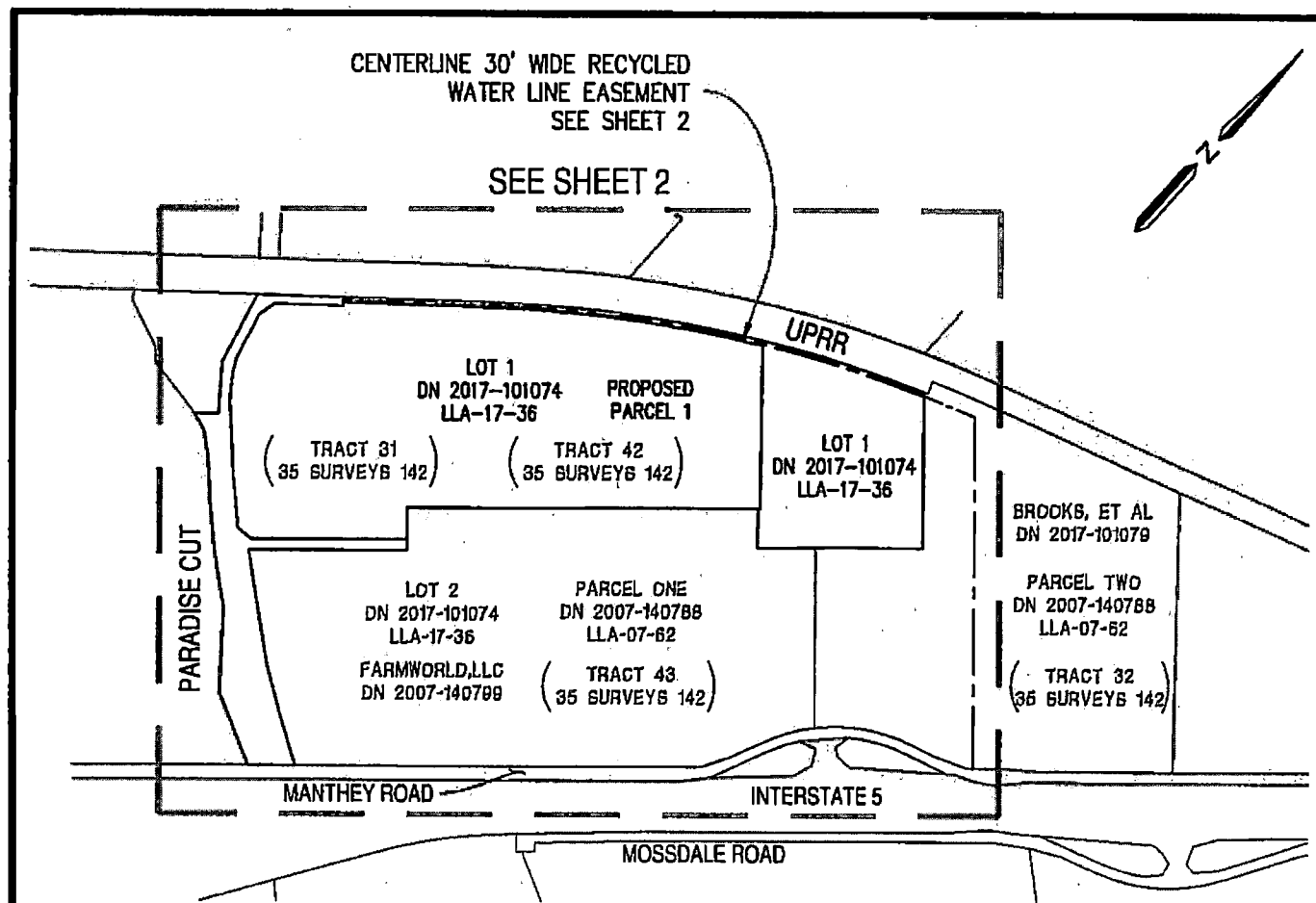
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

Paul Kittredge  
PAUL KITTREDGE  
PROFESSIONAL LAND SURVEYOR  
CALIFORNIA NO. 5790

1/26/18  
DATE





### LEGEND

- CENTERLINE 30' RWL EASEMENT
- EXISTING LOT LINE
- CL CENTERLINE
- RWL RECYCLED WATER LINE

### NOTES

- 1) EASEMENTS OF RECORD ARE NOT SHOWN
- 2) PROPOSED PARCEL 1 TO BE CONVEYED TO THE CITY OF LATHROP BY SEPARATE DOCUMENT



### OVERALL MAP

0' 500' 1000' 2000'

SCALE: 1" = 1000'

DRAWN BY: PK

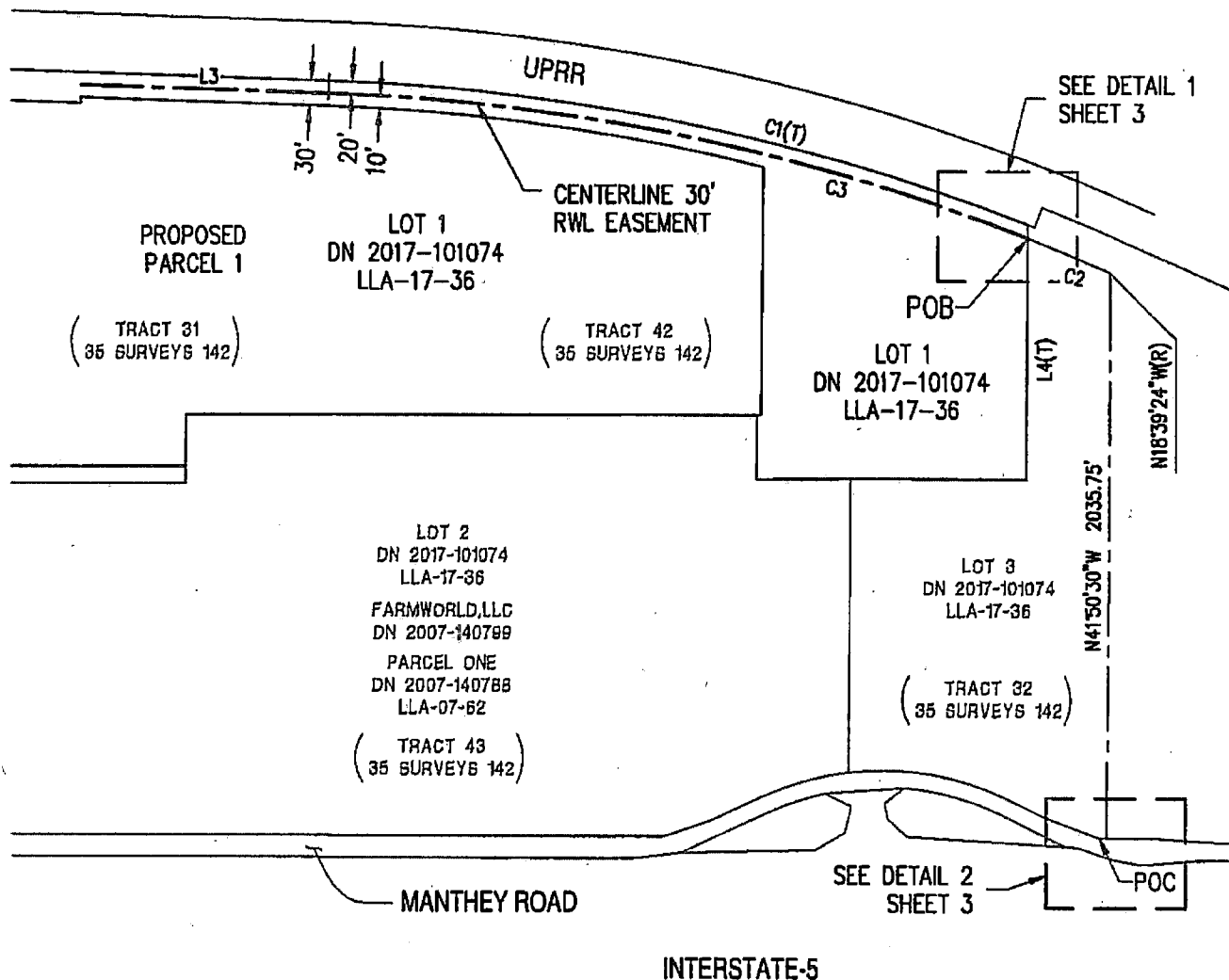
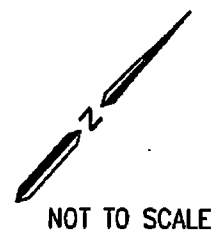
FILE: 25500 PLAT-RWL ESMT-RID.DWG

DATE: 01/24/18 SHEET: 1 OF 3

### PLAT TO ACCOMPANY LEGAL DESCRIPTION

RECYCLED WATER LINE EASEMENT  
RIVER ISLANDS DEVELOPMENT PROPERTY  
CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA





**NOTES**

- 1) REFER TO SHEET 1 FOR LEGEND
- 2) REFER TO SHEET 3 FOR LINE AND CURVE TABLES
- 3) EASEMENTS OF RECORD ARE NOT SHOWN

|                                   |               |
|-----------------------------------|---------------|
| SCALE: NTS                        |               |
| DRAWN BY: PK                      |               |
| FILE: 25500 PLAT-RWL ESMT-RID.DWG |               |
| DATE: 01/24/18                    | SHEET: 2 OF 3 |

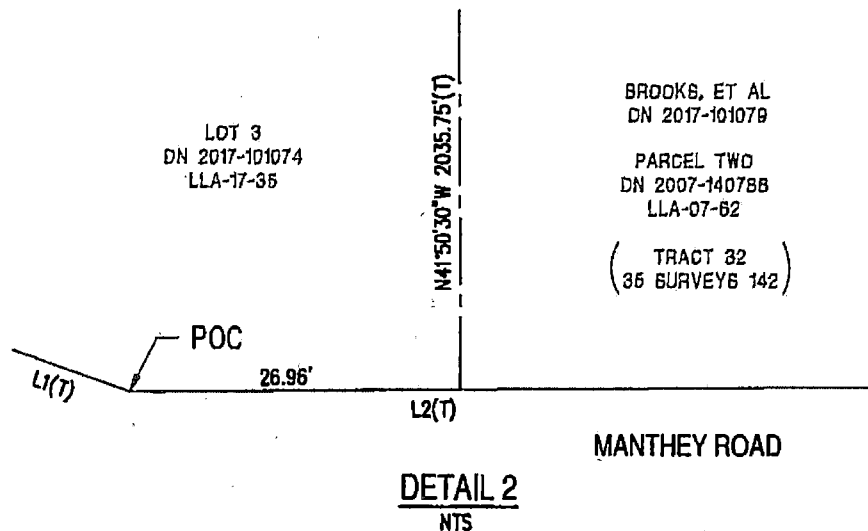
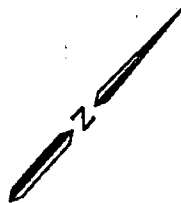
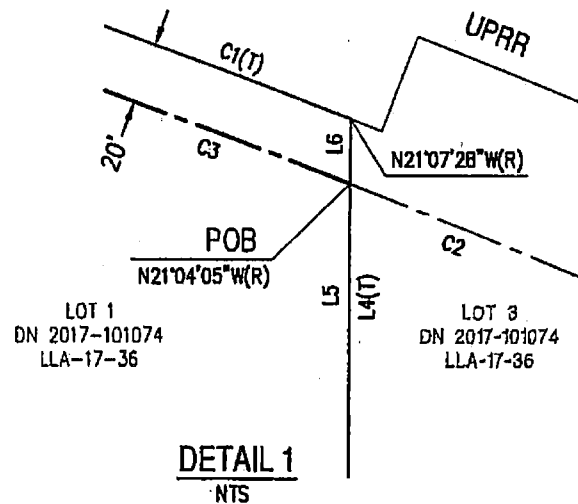
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
RECYCLED WATER LINE EASEMENT  
RIVER ISLANDS DEVELOPMENT PROPERTY  
CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA





| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE       | DIRECTION   | LENGTH  |
| L1         | N67°58'34"E | 211.82' |
| L2         | N47°56'00"E | 191.27' |
| L3         | N49°41'07"E | 893.17' |
| L4         | N41°50'30"W | 906.32' |
| L5         | N41°50'30"W | 884.93' |
| L6         | N41°50'30"W | 21.39'  |

| CURVE TABLE |         |           |          |
|-------------|---------|-----------|----------|
| CURVE       | RADIUS  | DELTA     | LENGTH   |
| C1          | 7668.11 | 19°22'34" | 2599.94' |
| C2          | 7668.11 | 2°24'41"  | 322.73'  |
| C3          | 7668.11 | 19°14'48" | 2575.85' |



SCALE: NA  
DRAWN BY: PK  
FILE: 25500 PLAT-RWL ESMT-RID.DWG  
DATE: 01/24/18 SHEET: 3 OF 3

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
RECYCLED WATER LINE EASEMENT  
RIVER ISLANDS DEVELOPMENT PROPERTY  
CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA

**O'DELL**  
ENGINEERING

**PAGE LEFT  
INTENTIONALLY  
BLANK**

**CITY MANAGER'S REPORT  
MARCH 12, 2018 CITY COUNCIL REGULAR MEETING**

**ITEM:** **PUBLIC HEARING TO CONSIDER AN ORDINANCE TO TRANSFER THE SOUTH LATHROP SPECIFIC PLAN DEVELOPMENT AGREEMENT AND RICHLAND'S INTEREST IN THE PHASE 2 EXPANSION OF THE LATHROP CONSOLIDATED TREATMENT FACILITY FUNDING AGREEMENT TO SOUTH LATHROP LAND, LLC**

**RECOMMENDATION:** **Council to Consider the Following:**

- 1. Hold a Public Hearing;**
- 2. Introduction and First Reading of an Ordinance to Assign and Transfer the South Lathrop Development Agreement and transfer the Consolidated Treatment Facility Funding Agreement to South Lathrop Land, LLC**

---

**SUMMARY:**

The South Lathrop Specific Plan (SLSP) is a 315-acre planning area located south of State Route 120, north and west of the Union Pacific Railroad, and east of the San Joaquin River in Lathrop. Over the past five years, the City has approved and adopted a series of entitlements for the light industrial master planned development in SLSP, including a General Plan Amendment, Specific Plan, Annexation, Vesting Parcel Map, Site Plan Review, Environmental Impact Report, Development Agreement and a Funding Agreement for the City's consolidated wastewater facility. Most of the entitlements run with the land. However, the Development Agreement and Funding Agreement are instruments that are specifically between the City and the land owner/developer, Richland Developers, Inc. (Richland). These two agreements require an assignment by the City to transfer Richland's rights and responsibilities to a new land owner.

Crow Holdings Industrial is a nationwide builder of industrial projects, with expertise in class A warehouse, distribution and manufacturing facilities. Crow Holdings Industrial, under the business entity named South Lathrop Land, LLC, purchased all of Richland's land holdings and entitlements in SLSP so that it may take on the role of the master developer and build the infrastructure and improvements in the specific plan. Staff recommends the City Council assign the previously adopted Development Agreement and the Funding Agreement to the new real property owner, South Lathrop Land, LLC. All other terms and conditions in the agreements will remain the same.

**CITY MANAGER'S REPORT  
MARCH 12, 2018 REGULAR CITY COUNCIL MEETING  
SLSP DA AND FUNDING AGREEMENT TRANSFER**

**PAGE 2**

**BACKGROUND:**

The action before the City Council is to consider an Ordinance to transfer Richland's interest and obligations in the SLSP Development Agreement, adopted on August 3, 2015 ("Development Agreement") and the Funding Agreement for the Phase 2 Lathrop Consolidated Treatment Facility, dated November 21, 2016 ("Funding Agreement"), to the new land owner, South Lathrop, LLC.

The Development Agreement and Funding Agreement assignments do not impact any of the terms, land use, or environmental impacts. It involves a change of ownership and a new responsible party. The assignment and transfer of the agreements requires City Council approval.

The proposed ordinance is attached as Attachment A. The Development Agreement Assignment and Funding Agreement Transfer are included as Attachments B and C respectively.

**ENVIRONMENTAL REVIEW:**

Potential environmental impacts of the South Lathrop Specific Plan Development Agreement and Funding Agreement have been addressed by the Certified SLSP Environmental Impact Report, (SCH# 2103012064), and no further environmental review is required pursuant to CEQA Guidelines 15162-15163.

**RECOMMENDATION:**

Staff recommends that the City Council introduce and conduct a first reading of an Ordinance to transfer the South Lathrop Specific Plan (SLSP) Development Agreement, adopted on August 3, 2015, and Richland's interest in the Phase 2 Expansion of the Lathrop Consolidated Treatment Facility Funding Agreement, dated November 21, 2016, from the existing agreement holder, Richland Developers, Inc. to South Lathrop Land, LLC.

**FISCAL IMPACT:**

All application processing fees and costs are paid by the project applicant and there is no fiscal impact to the City of Lathrop. A fiscal impact study is currently underway for the SLSP project. The terms of the Development Agreement ensure that the City will be kept "whole" in terms of fiscal impacts as a result of this Project.

**CITY MANAGER'S REPORT  
MARCH 12, 2018 REGULAR CITY COUNCIL MEETING  
SLSP DA AND FUNDING AGREEMENT TRANSFER**

**PAGE 3**

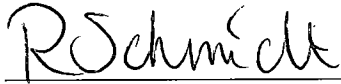
**ATTACHMENTS:**

- A. Ordinance approving the SLSP Development Agreement Assignment and the Funding Agreement Transfer.
- B. Development Agreement Assignment from Richland Developers, Inc. to South Lathrop Land, LLC
- C. Funding Agreement Transfer from Richland Developers, Inc. to South Lathrop Land, LLC

**CITY MANAGER'S REPORT  
MARCH 12, 2018 REGULAR CITY COUNCIL MEETING  
SLSP DA AND FUNDING AGREEMENT TRANSFER**

**PAGE 4**

**APPROVALS:**



Rebecca Schmidt, AICP  
Community Development Director

3/6/18

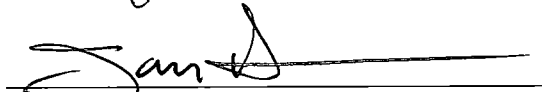
Date



Cari James  
Finance Director

3/4/18

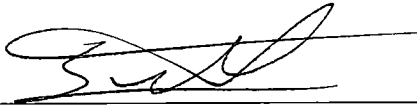
Date

for 

Glenn Gebhardt  
City Engineer

3/6/18

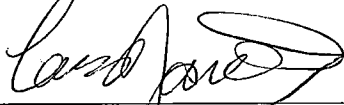
Date



Salvador Navarrete  
City Attorney

3-7-18

Date



Stephen J. Salvatore  
City Manager

3/7/18

Date

**ORDINANCE NO. 18-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING TO TRANSFER THE SOUTH LATHROP SPECIFIC PLAN  
DEVELOPMENT AGREEMENT AND RICHLAND'S INTEREST IN THE PHASE 2  
EXPANSION OF THE LATHROP CONSOLIDATED TREATMENT FACILITY  
FUNDING AGREEMENT TO SOUTH LATHROP LAND, LLC**

**WHEREAS**, Article 2.5 of Chapter 4 of Division 1 of Title 7 (commencing with Section 65864) of the Government Code of the State of California (the "Statute") authorizes a city to enter into a development agreement with any entity having a legal or equitable interest in real property for the development of the property as provided in said Statute; and

**WHEREAS**, on August 3, 2015, the City of Lathrop ("City") and Richland Developer's Inc. ("Richland") entered into a development agreement pertaining to the South Lathrop Specific Plan ("SLSP Development Agreement"); and

**WHEREAS**, Richland is also a party to the Design and Construction Funding Agreement Related to the Phase 2 Expansion of the Existing Lathrop Consolidated Treatment Facility by and between the City of Lathrop, River Islands Development, LLC, Richland Developer's, Inc., Saybrook CLSP, LLC, and Lathrop Mossdale Investors, LP, dated November 21, 2016 (the "Consolidated Treatment facility Phase 2 Funding Agreement"); and

**WHEREAS**, South Lathrop Land, LLC ("South Lathrop Land") purchased Richland's property in SLSP on or about March 2, 2018; and

**WHEREAS**, Richland, as seller and assignor, and South Lathrop Land, LLC, as buyer and assignee request the City's approval of the assignment of the Development Agreement and transfer of the Funding agreement; and

**WHEREAS**, the City desires to transfer the SLSP Development Agreement and Richland's interest in the Funding Agreement from the existing agreement holder, Richland, to South Lathrop Land, LLC; and

**WHEREAS**, the City Council's hearing on this matter has been published in accordance with the Government Code and Lathrop Municipal Code as required by law.

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

**Section 1.**

The City Council finds that the proposed transfer and assignment of the SLSP Development Agreement and the Consolidated Treatment facility Phase 2 Funding Agreement are consistent with the South Lathrop Specific Plan and the Lathrop General Plan.

**Section 2.**

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

**Section 3.**

If any section, subsequent subdivision, paragraph, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or otherwise invalid such a decision shall not affect the validity of the remaining portions of this ordinance, and the City Council declares that it would have passed each section, subsection, subdivision, paragraph, or sentence.

**Section 4.**

This ordinance shall take effect 30 days from its adoption.

**Section 5.**

The City Clerk shall certify to the adoption of this ordinance and shall publish a summary thereof and post a certified copy of the full ordinance in the office of the City Clerk at least five days prior to the adoption of the proposed ordinance; and within fifteen days after adoption, the City Clerk shall publish a summary of the ordinance with the names of the members of the City of Lathrop City Council voting for and against the same.

**Section 6.**

The Mayor is hereby authorized to execute said Transfer of Development Agreement and Funding Agreement for and on behalf of the City once this ordinance takes effect.



**THIS ORDINANCE** was regularly introduced at a regular meeting of the City Council of the City of Lathrop on the 12<sup>th</sup> day of March 2018, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the \_\_\_\_ day of \_\_\_\_\_2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

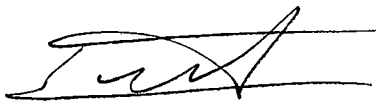
ABSTAIN:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO AND  
MAIL TAX STATEMENTS TO:

(Space Above Line For Recorder's Use Only)

### TRANSFER AGREEMENT RELATING TO DEVELOPMENT AGREEMENT

This Transfer Agreement Relating To Development Agreement ("Transfer Agreement") is made this 2nd day of March, 2018, by SOUTH LATHROP LAND, LLC, a Delaware limited liability company ("Assignee"), and RICHLAND DEVELOPER'S INC., a Delaware corporation ("Assignor") with reference to the following recitals.

#### RECITALS

A. Substantially concurrently with the recordation of this Transfer Agreement, Assignor has conveyed to Assignee that certain real property described in Exhibit "A" attached hereto and incorporated herein (the "Property").

B. Assignor, as "Seller" and Assignee, as "Buyer" entered into that certain Agreement of Purchase and Sale of Option and Escrow Instructions, dated as of Feb 28, 2018 pursuant to which Assignor has agreed to transfer and assign an option to purchase the Property to Assignee, and Assignee will substantially concurrently obtain fee title (the "Purchase Agreement"). Escrow is expected to close on March 2, 2018.

C. Assignor is a party to that certain Annexation Agreement and Separate Development Agreement by and between The City of Lathrop ("City") and Richland Developers, Inc. relating to The South Lathrop Specific Plan dated August 3, 2015, which was recorded on September 2, 2015 as Instrument No. 2015-106926 (the "Development Agreement").

D. Assignor and Assignee acknowledge that the Ancillary Properties referenced in the Development Agreement were never annexed into the City, were personal to Assignor, and have been sold by Assignor.

E. Pursuant to the Purchase Agreement, Assignor desires to assign and Assignee desires to assume all of Assignor's rights, duties and obligations under the Development Agreement.

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of the parties herein, and for good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The Recitals of fact set forth above are true and correct and are incorporated into this Agreement in their entirety by this reference.

2. Assignment to and Assumption by Assignee. Effective as of the date that Assignee acquires fee title to the Property, Assignor hereby sells, transfers and assigns to Assignee, and Assignee hereby expressly and unconditionally assumes all the rights, duties and obligations of Assignor under the Development Agreement, including, without limitation, all of the general rights, duties and obligations of Assignor under the Development Agreement for the development of the Property, as well as all rights of Assignor indicated in the Development Agreement as personal to Assignor. Assignee agrees to observe and fully perform all of Assignor's obligations under the Development Agreement, and to be subject to all the terms and conditions thereof, it being the express intention of both Assignor and Assignee that, upon execution of this Transfer Agreement, Assignee shall become substituted for Assignor as "Richland" in the Development Agreement. Notwithstanding the foregoing, this Transfer Agreement shall not apply to, and Assignor shall retain, any and all rights in and to, any refunds, reimbursements or credits of any kind or character applicable to work performed or sums paid prior to the effective date of this Transfer Agreement.

3. Release of Assignor. Pursuant to Section 13.02.2 of the Development Agreement, Assignor shall be free from any and all liabilities accruing on or after the date hereof with respect to the Development Agreement. No breach or default under this Transfer Agreement or the Development Agreement by Assignee shall be attributed to Assignor. For purposes of this Transfer Agreement, the "Release Provisions" shall be all Rights and Obligations of Assignor under the Development Agreement that arise from and after the date that Assignee acquires fee title to the Property.

4. Assignee's Acknowledgment. Assignee hereby agrees and acknowledges that Assignee has had full opportunity to read and review the Development Agreement and is familiar with the rights and obligations under the Development Agreement.

5. Notices. Pursuant to Section 15.09 of the Development Agreement, from and after the date hereof, notices for Richland shall be addressed as follows:

If to RDI:

South Lathrop, LLC  
527 W 7th Street, Suite 308  
Los Angeles, CA 90014  
Attn: Philip J. Prassas  
Email: [pprassas@chindustrial.com](mailto:pprassas@chindustrial.com)

With a copy to:

Barack Ferrazzano Kirschbaum & Nagelberg LLP  
200 West Madison Street, Suite 3900  
Chicago, Illinois 60606  
Attn: Mark J. Beaubien  
Facsimile: (312) 984-3150  
Email: [mark.beaubien@bfkn.com](mailto:mark.beaubien@bfkn.com)

6. Termination. This Transfer Agreement shall be of no force and effect unless Assignee acquires fee title to the Property on or before June 1, 2018.

7. Governing Law. This Transfer Agreement is made and entered into in the State of California and shall be interpreted, construed and enforced in accordance with the laws of the State of California. Venue shall be in San Joaquin County.

8. Binding Effect This Transfer Agreement shall apply to, bind, and inure to benefit of Assignor and Assignee, and their respective heirs, legal representatives, successors and assigns.

9. Counterparts. This Transfer Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, this Transfer Agreement has been executed as of the date first above written.

**ASSIGNOR**

RICHLAND DEVELOPERS, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

**John C. Troutman**  
**Vice President**

Title: \_\_\_\_\_

**ASSIGNEE**

SOUTH LATHROP LAND, L.L.C., a Delaware limited  
liability company

By: CHI West 109 South Lathrop Land, L.P.,  
a Delaware limited partnership,  
its managing member

By: CHI LTH GP, L.L.C., a Delaware limited  
liability company, its general partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

**TRAVIS L. BRASSAS**

Title: \_\_\_\_\_

**CITY'S CONSENT TO ASSIGN**

Pursuant to Section 13.02.2 of the Development Agreement, the City of Lathrop hereby consents to the Transfer Agreement and acknowledges that Assignor/Richland, having satisfied the conditions to the release set forth in Section 13.02.2 of the Development Agreement, shall be released from its obligations under the Development Agreement.

**CITY OF LATHROP,**  
a California municipal law corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Teresa Vargas, City Clerk

Dated: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Salvador Navarrete, City Attorney

Dated: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

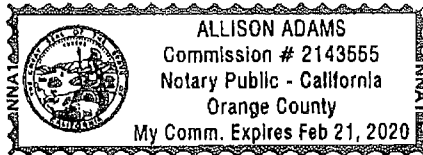
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Orange )  
 On March 1, 2018 before me, Allison Adams, Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared John C. Troutman  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

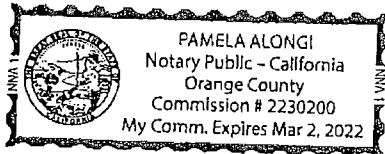
State of California

County of Orange

On March 1, 2018 before me, Pamela Alongi, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Philip J. Prassas  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

Pamela Alongi  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Transfer Agreement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO AND  
MAIL TAX STATEMENTS TO:

---

(Space Above Line For Recorder's Use Only)

**TRANSFER AGREEMENT RELATING TO DESIGN AND CONSTRUCTION FUNDING  
AGREEMENT FOR THE PHASE 2 EXPANSION OF THE LATHROP CONSOLIDATED  
TREATMENT FACILITY**

This Transfer Agreement Relating To Design and Construction Funding Agreement for the Phase 2 Expansion of the Existing Lathrop Consolidated Treatment Facility Agreement ("**Transfer Agreement**") is made this 2nd day of March, 2018, by SOUTH LATHROP LAND, L.L.C., a Delaware limited liability company ("**Assignee**"), and RICHLAND DEVELOPER'S INC., a Delaware corporation ("**Assignor**") with reference to the following recitals.

**RECITALS**

A. Substantially concurrently with the recordation of this Transfer Agreement, Assignor has conveyed to Assignee that certain real property described in Exhibit "A" attached hereto and incorporated herein (the "**Property**").

B. Assignor, as "Seller" and Assignee, as "Buyer" entered into that certain Agreement of Purchase and Sale of Option and Escrow Instructions, dated as of February 28, 2018 pursuant to which Assignor has agreed to transfer and assign an option to purchase the Property to Assignee, and Assignee will substantially concurrently obtain fee title (the "**Purchase Agreement**"). Escrow is expected to close on March 2, 2018.

C. Assignor is a party to that certain Design and Construction Funding Agreement Related to the Phase 2 Expansion of the Existing Lathrop Consolidated Treatment Facility by and between the City of Lathrop ("**City**"), River Islands Development, LLC, Richland Developers, Inc., Saybrook CLSP, LLC, and Lathrop Mossdale Investors, LP, dated November 21, 2016 (the "**Funding Agreement**").

D. Pursuant to the Purchase Agreement, Assignor desires to assign and Assignee desires to assume all of Assignor's rights, duties and obligations under the Funding Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants of the parties herein, and for good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:



1. Incorporation of Recitals. The Recitals of fact set forth above are true and correct and are incorporated into this Agreement in their entirety by this reference.

2. Assignment to and Assumption by Assignee. Effective as of the date that Assignee acquires fee title to the Property, Assignor hereby sells, transfers and assigns to Assignee, and Assignee hereby expressly and unconditionally assumes all the rights, duties and obligations of Assignor under the Funding Agreement, including, without limitation, all of the general rights, duties and obligations of Assignor under the Funding Agreement for the development of the Property. Assignee agrees to observe and fully perform all of Assignor's obligations under the Funding Agreement, and to be subject to all the terms and conditions thereof, it being the express intention of both Assignor and Assignee that, upon execution of this Transfer Agreement, Assignee shall become substituted for Assignor as "RDI" under the Funding Agreement. Notwithstanding the foregoing, this Transfer Agreement shall not apply to, and Assignor shall retain, any and all rights in and to, any refunds, reimbursements or credits of any kind or character applicable to work performed or sums paid prior to the effective date of this Transfer Agreement.

3. Release of Assignor. Pursuant to Section 21 of the Funding Agreement, Assignor shall be free from any and all liabilities accruing on or after the date hereof with respect to the Funding Agreement. No breach or default under this Transfer Agreement or the Funding Agreement by Assignee shall be attributed to Assignor. For purposes of this Transfer Agreement, the "Release Provisions" shall be all Rights and Obligations of Assignor under the Funding Agreement that arise from and after the date that Assignee acquires fee title to the Property.

4. Assignee's Acknowledgment. Assignee hereby agrees and acknowledges that Assignee has had full opportunity to read and review the Funding Agreement and is familiar with the rights and obligations under the Funding Agreement.

5. Notices. Pursuant to Section 19 of the Funding Agreement, from and after the date hereof, notices for Richland shall be addressed as follows:

If to RDI:

South Lathrop Land, L.L.C.  
527 W 7th Street, Suite 308  
Los Angeles, CA 90014  
Attn: Philip J. Prassas  
Email: [pprassas@chindustrial.com](mailto:pprassas@chindustrial.com)

With a copy to:

Barack Ferrazzano Kirschbaum & Nagelberg LLP  
200 West Madison Street, Suite 3900  
Chicago, Illinois 60606  
Attn: Mark J. Beaubien  
Facsimile: (312) 984-3150  
Email: [mark.beaubien@bfkn.com](mailto:mark.beaubien@bfkn.com)

6. Termination. This Transfer Agreement shall be of no force and effect unless Assignee acquires fee title to the Property on or before June 1, 2018.

7. Governing Law. This Transfer Agreement is made and entered into in the State of California and shall be interpreted, construed and enforced in accordance with the laws of the State of California. Venue shall be in San Joaquin County.

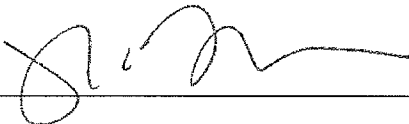
8. Binding Effect. This Transfer Agreement shall apply to, bind, and inure to benefit of Assignor and Assignee, and their respective heirs, legal representatives, successors and assigns.

9. Counterparts. This Transfer Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, this Transfer Agreement has been executed as of the date first above written.

**ASSIGNOR**

RICHLAND DEVELOPERS, INC.,  
Delaware corporation

By: 

Name: John C. Troutman  
Vice President

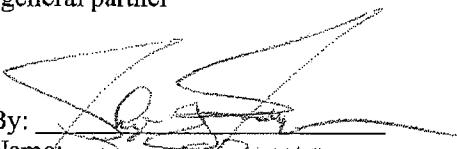
Title: \_\_\_\_\_

**ASSIGNEE**

SOUTH LATHROP LAND, L.L.C., a Delaware  
limited liability company

By: CHI West 109 South Lathrop Land,  
L.P., a Delaware limited partnership,  
its managing member

By: CHI LTH GP, L.L.C., a Delaware  
limited liability company, its  
general partner

By:   
Name: Ralph T. Passas  
Title: VP

### **CITY CONSENT TO ASSIGN**

Pursuant to Section 21 of the Funding Agreement, the City of Lathrop hereby approves of the assignment and assumption set forth in this Transfer Agreement and agrees and acknowledges that Assignor, having satisfied the conditions to the release of a transferring party under the Funding Agreement as set forth in Section 21 of the Funding Agreement, shall be released from its obligations under the Funding Agreement.

**CITY OF LATHROP,**

a municipal corporation of the State of California

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Teresa Vargas, City Clerk

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Salvador V. Navarrete, City Attorney

Dated: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

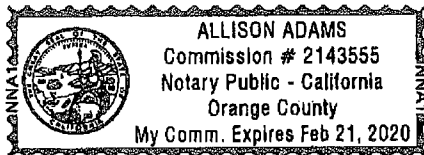
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Orange )  
 On March 1, 2018 before me, Allison Adams, Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared John C. Troutman  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

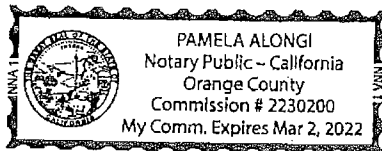
State of California

County of Orange

On March 1, 2018 before me, Pamela Alongi, Notary Public

personally appeared Philip J. Prassas

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

Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Transfer Agreement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**PAGE LEFT  
INTENTIONALLY  
BLANK**

**CITY MANAGER'S REPORT  
MARCH 12, 2018 CITY COUNCIL REGULAR MEETING**

**ITEM:** PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE AMENDING LATHROP MUNICIPAL CODE 13.09 TITLE 13 "PUBLIC SERVICES", CHAPTER 13.09 "RECYCLED WATER SERVICE SYSTEM"

**RECOMMENDATION:** Council to Consider the Following:

1. Hold a Public Hearing; and
2. Introduction and First Reading of an Ordinance Amendment to Title 13 "Public Services" Chapter 13.09, "Recycled Water Service System"

---

**SUMMARY:**

Staff recommends Council hold a public hearing and introduce an ordinance to amend LMC 13.09 Recycled Water Service System in accordance with the City of Lathrop's recycled water program. The application of recycled water within the City has been limited to agricultural areas to date. However, there are a number of public landscapes that have been included in the City's permits with the Central Valley Regional Water Quality Control Board (RWQCB) that can be irrigated with recycled water under certain conditions. The amendment of the attached ordinance is the first step necessary to allow the use of recycled water from the City's Consolidated Treatment Facility (CTF) on public landscapes, including public parks.

**BACKGROUND:**

On April 21, 2016 the Central Valley Regional Water Quality Control Board (RWQCB) executed the permit for the City of Lathrop to operate the expanded Consolidated Treatment Facility (CTF), with a capacity of 1.0 Million Gallons per Day (MGD). Although the planned facility and off-site recycled water improvements had anticipated irrigation of parks and public landscaped areas, to date recycled water has only been applied to agricultural use areas that are farmed for fodder crops.

In August 2017, an agreement was approved with EKI, PACE and RMC for the Recycled Water Program Implementation, CIP RW 16-06 in order to set up a utility to expand the use of recycled water for urban landscape irrigation. Updates to LMC 13.09 Recycled Water Service System are needed for consistency with the City's recycled water program that includes a recycled water user agreement, Site Supervisor training, and establishes rules and regulations that are required by the State to be implemented for the safe use of recycled water. All of these actions are nearing completion and can be implemented under direction of the City Manager once the attached ordinance takes effect after adoption. The City Council, after hearing all public testimony, written and oral at its public hearing, may move to introduce the ordinance at tonight's meeting. Adoption of the ordinance would take place at the

**CITY MANAGER'S REPORT**  
**MARCH 12, 2018 CITY COUNCIL REGULAR MEETING**  
**ORDINANCE AMENDING LMC 13.09 RECYCLED WATER SERVICE SYSTEM**

**PAGE 2**

The use of recycled water on public landscapes would be allowed after all reports, training and rules and regulations regarding recycled water irrigation are approved and placed in to use by the City Manager.

**ANALYSIS:**

Amendments to LMC 13.09 Recycled Water Service System are necessary to update the City's recycled water ordinance to be consistent with recycled water program that is being developed to expand recycled water use for urban landscape irrigation.

**COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:**

This item furthers Council's goals of Promote Community Values to recycle water and conserve precious drinking water supplies together as a community.

**FISCAL IMPACT:**

There is no direct fiscal impact associated with the introduction or adoption of the ordinance amending LMC 13.09. Since the first development area that will have eligible public landscaping and parks ready for the use of recycled water is River Islands, the costs for the initial program implementation of the recycled water program is to be paid by River Islands. In the future, rates and fees may be established by the City Council by ordinance and amended as necessary from time to time to fund the recycled water program costs. It should be noted also, that the use of recycled water on public landscapes on River Islands will be subject to a subsequent Recycled Water User Agreement between the City and Island Reclamation District 2062 ("RD 2062"), which will be the entity that will receive recycled water from the City and administer and monitor its use within its service area within River Islands.

**RECOMMENDATION:**

Introduce the attached ordinance to amend LMC 13.09 Recycled Water Service System.

**ATTACHMENTS:**


1. Ordinance to Amend LMC 13.09 Recycled Water Service System



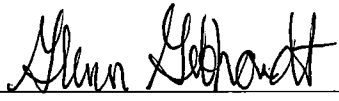
**CITY MANAGER'S REPORT**  
**MARCH 12, 2018 CITY COUNCIL REGULAR MEETING**  
**ORDINANCE AMENDING LMC 13.09 RECYCLED WATER SERVICE SYSTEM**

**PAGE 3**

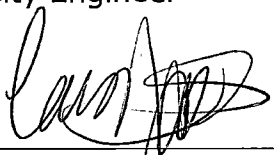
**APPROVALS:**

  
\_\_\_\_\_  
Greg Gibson  
Senior Civil Engineer


2/27/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Glenn Gebhardt  
City Engineer


3/1/18  
\_\_\_\_\_  
Date

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

3/1/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Salvador V. Navarrete  
City Attorney

2-28-18  
\_\_\_\_\_  
Date

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

3.1.18  
\_\_\_\_\_  
Date

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF LATHROP AMENDING LATHROP MUNICIPAL CODE SECTION 13.09  
RECYCLED WATER SERVICE SYSTEM IN ACCORDANCE WITH THE CITY OF  
LATHROP'S RECYCLED WATER PROGRAM**

**WHEREAS**, on April 21, 2016, the Central Valley Regional Water Quality Control Board ("CVRWQCB") executed the permit for the City of Lathrop to operate the expanded Consolidated Treatment Facility with a capacity of 1.0 MGD; and

**WHEREAS** in August 2017, the City approved agreements with EKI Environment & Water, Inc., RMC Water and Environment, Inc., and PACE, Inc. to prepare the City of Lathrop's Recycled Water Program to define the process by which Users may obtain and use recycled water; and

**WHEREAS**, amendments to LMC 13.09 Recycled Water Service System are necessary to update the recycled water system regulations to be consistent with the Recycled Water Program.

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

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

LMC 13.09.010 Water recycling policy.

It is the policy of the City of Lathrop that recycled water determined to be available pursuant to Section 13550 of the Water Code, as may be amended from time to time, shall be used for nonpotable uses within the designated Recycled Water Use Areas set forth within the City's jurisdiction ~~wherever there is not an alternative higher or better use for the recycled water, its use is economically justified, financially and technically feasible, and consistent with legal requirements, preservation of public health, safety and welfare, and the environment.~~ (Ord. 04-241 § 1)

LMC 13.09.020 Definitions.

"Agricultural purposes" include the growing of field and nursery crops, row crops, trees, and vines; and the feeding of fowl and livestock.

"Artificial lake" means a human-made lake, pond, lagoon, or other body of water that is used wholly or partly for landscape, scenic, or non-contact recreational purposes.

"City" means the City of Lathrop.

"Commercial landscape irrigation" means any building for office or commercial uses with water requirements which include, but are not limited to, landscape irrigation and decorative fountains.

"Construction water" means water used for dust control during construction.

"Consumer" means any person/entity who uses recycled water supplied by the City.

"Council" means the City Council of the City of Lathrop.

"Cross-connection" means any physical connection between any part of a water system used or intended to supply water for drinking purposes and any source or system containing water or substance that is not or cannot be approved for human consumption. This includes direct piping between the two systems, regardless of the presence of valves, backflow prevention devices, or other appurtenances.

"CVRWQCB" shall mean Central Valley Regional Water Quality Control Board.

"DHSDDW" shall mean California Department of Health Services State Water Resources Control Board Division of Drinking Water.

"Governmental agency" means an agency which exercises authority and performs functions of a political unit responsible for the direction and supervision of public business and affairs.

"Greenbelt areas" means an area including, but not limited to, golf courses, cemeteries, parks, open space and landscaping.

"Industrial process water" is water used by any industrial facility with process water requirements which include, but are not limited to, rinsing, washing, cooling and circulation, or construction, including any facility regulated by the industrial waste discharge ordinance of the City.

"Onsite recycled water supervisor" means the designated party operating recycled water facilities on behalf of the owner.

"Owner" means that person or entity identified by the tax rolls of the county as the holder of the legal title to the property.

"Potable water" shall mean water which conforms to the federal, state and local standards for human consumption. "Professional" means following a profession for gain or livelihood.

"Public Works Director" means the duly appointed manager of the recycled water system of the City or designee.

"Recycled water" shall mean water which, as a result of treatment of wastewater, is suitable for a direct beneficial use or controlled use that would not otherwise occur. (See Water Code Section 13050(n).) Recycled water shall be treated and disinfected by the City to comply with tertiary treated recycled water requirements established by the State of California Code of Regulations, Title 22, Division 4, Chapter 3.

"Recycled water distribution and dual plumbed system" means a piping system intended for the delivery of recycled water only and which is separate from any potable water distribution system.

"Residential irrigation" means residential or multi-family front or backyard irrigation dual plumbed within the development area.

"Rules and Regulations" means the City of Lathrop Rules and Regulations for Use of Recycled Water as approved by the CVRWQCB. The Rules and Regulations may be amended from time to time.

"Service Area" means the City of Lathrop utilities service area.

"Utility bill" means the monthly statement issued by the City which reflects the costs of services rendered on behalf of customers during the preceding thirty (30) day period.

"User Agreement" means an agreement issued to the User by the City as required by State DDW and the CVRWQCB that defines the conditions of recycled water service and permits the use of recycled water by the User.

"Waste discharge" means water deposited, released, or discharged into a sewer system from any commercial, industrial, or residential source which contains levels of any substance which may cause substantial harm to any water treatment or reclamation facility or which may prevent any use of reclaimed water authorized by law, provided levels exceed those found in water delivered to the source of the waste discharge by the City of Lathrop. (Ord. 04-241 § 1).

"WDR" means the Waste Discharge Requirements and Master Recycling Permit issued to the City from the CVRWQCB.

#### LMC 13.09.030 Water recycling master plan.

- A. The City shall periodically update the Recycled Water Master Plan (RWMP) and reevaluate the potential for recycled water use within the service area. The RWMP generally designates those areas within which recycled water service has been determined to be reasonably

available.

- ~~B. Mandatory Recycled Water Use. Greenbelt irrigation, agricultural irrigation, commercial irrigation, filling of artificial lakes, or industrial processes shall be limited to the use of recycled water. (Ord. 04-241 § 1)~~

LMC 13.09.040 Supplemental water to the use of recycled water.

At the discretion of the City, potable water or another appropriate source of non-potable water may be used to supplement the recycled water distribution system when sufficient recycled water sources are not available. All off-site and on-site distribution facilities shall be constructed and inspected to be suitable for recycled water use regardless of the type of water provided to the distribution system. (Ord. 04-241 § 1)

LMC 13.09.050 Recycled water use.

- A. ~~State and County Regulations. The use of recycled water is strictly controlled by the California Department of Health Services DDW and the Central Valley Regional Water Quality Control Board (CVRWQCB). The documents governing the City recycled water system are Title 17 and Title 22, California Code of Regulations, Chapter 3 (Title 22), California Health and Safety Code, and the WDR Master Reclamation Permit Order No. 5-01-146 (MRP) issued to the City by the CVRWQCB.~~
- B. ~~Authorized Uses of Recycled Water. In the City service areas, uses of recycled water may include, but are not limited to, agricultural irrigation, commercial landscape irrigation, residential or multi-family dual-plumbed landscape irrigation, and greenbelts irrigation, construction water, industrial process water, and artificial lakes.~~
- C. ~~User Recycled Water Plan (URP)~~Recycled Water User Agreement and Application Fee and Engineer's Report. All sites using recycled water are required to have a ~~User Recycled Water Plan or an Engineer's Report~~Recycled Water User Agreement which describes the use, method of supervision, specific requirements, and other pertinent information. Per the City's current WDR issued by the CVRWQCB, the Recycled Water User Agreement must be executed at least 60 days prior to the start of recycled water service. For all commercial sites, a User Recycled Water Plan approved by the City and DHS is required. For all residential sites, an engineer's report approved by the City and DHS is required. For sample of more information regarding the

Recycled Water User Agreement, Recycled Water Plan refer to Section 7 of the City of Lathrop Standards. (Ord. 04-241 § 1) the Recycled Water User Guide provided by the City. The Recycled Water User Agreement Application Fee shall be established from time to time by the City Council by ordinance.

LMC 13.09.060 Management of recycled water system.

The management, control, and care of the recycled water system of the City shall be vested in the Public Works Director.

- A. City Operated Facilities. Operation of all City owned facilities, including pipelines, reservoirs, pumping stations, valves, connections, treatment facilities, other appurtenances, and property up to and including the City's meter, shall be under the exclusive management and control of the City or its authorized representatives.
- B. On-Site Customer Owned Facilities. The operation and surveillance of on-site facilities are the responsibility of the on-site supervisor designated by the owner or designated party acting as the on-site recycled water supervisor. On-site facilities shall be provided by the applicant, owner, or customer at their sole expense. The applicant, owner, or customer shall retain ownership of all such facilities. On-site facilities shall conform to the City's recycled water system standards and applicable City rules and regulations. Plans shall be prepared and submitted to the City for approval prior to commencing construction. Prior to commencement of service, the system shall be inspected and approved in accordance with the City's standards and the URP or engineer's report Recycled Water User Agreement. (Ord. 04-241 § 1)

LMC 13.09.070 Recycled water services to consumers —Meters.

- A. Water from the recycled water system shall be delivered to the consumers thereof both inside and outside the corporate limits of the City in accordance with the terms of this chapter. The City consumers will furnish the capital costs to establish the lateral connection to services complete from the City's its main water recycled line to the property line. The consumers shall furnish and install all piping on the owner's premises, including a shut-off valve, to the City's connection. In case of metered services, it must be a type approved by the Public Works Director, and include a meter box and steel cover, and must be installed and paid for by the owner/consumer. A valve must be installed on the outlet side of all meters. Such meters must be

maintained by the owner/consumer, at his or her cost, to assure proper working conditions. Accuracy is subject to review by the City. All piping, meters, and valves must conform to the City's design and construction standards. Metered connections to public agencies shall be governed by a Recycled Water User Agreement, which may deviate from the City's design and construction standards at the discretion of the Public Works Director, but at all times such connections shall meet the minimum standards of prescribed by the State of California's Title 17 and 22 of its Code or Regulations.

- ~~A. Recycled water used for any type of irrigation or sprinkling must be turned off immediately upon failure or discontinuance of the electrical power normally provided for furnishing regular recycled water service, and shall not be turned on, or used for any type of irrigation or sprinkling until normal electrical energy or power shall have been restored.~~
  - B. The connection fees and schedule of recycled water rates adopted by the City will be charged against all installed meters unless a written request for discontinuance of service is made by the owner of the premises to the Public Works Director.
  - C. Access by the City to service connections of recycled water meters must be provided at all times. A City inspector or other authorized employee of the City shall be admitted at all reasonable hours to all parts of any premises supplied with recycled water, except to the interior of the dwellings, but including the meter box, to see that the regulations contained in this chapter are observed.
  - ~~D. All sprinkler systems installed for the irrigation of lawns, gardens, and flower beds shall be so designed and installed so that recycled water shall not be sprayed, or permitted to be sprayed, over or upon a paved or unpaved sidewalk, nor will potable sprinklers be permitted on the sidewalk.~~
  - ~~E. No connection of any kind shall be made to the City's recycled water system where a well or some other outside water source is present.~~
  - ~~F. All recycled water mains or recycled water lines, other than individual service lines, shall be located in an exclusive easement dedicated to the City, which easement shall be located ten feet behind the property line bordering on the public street or right of way. All recycled water mains or recycled water lines, other than individual service lines to be located in exclusive easements, shall be located on the west side in north/south easements and on the south side in east/west easements.~~
- (Ord. 04-241 § 1)

#### LMC 13.09.080 Recycled Water Main Location

Any public recycled water mains or recycled water lines owned by a public agency other than the City shall obtain appropriate approvals from the City for its facilities when they are located within City right of way and their use governed by a Recycled Water User Agreement. (Ord. 04-241 § 1)

#### LMC 13.09.090 Cross-Connections

Cross-connections between potable water facilities and recycled water facilities are prohibited. If potable facilities are present in the same property as recycled water facilities, cross-connection testing must occur prior to operation of the recycled water system and must be conducted by an AWWA Cross-Connection Control Specialist.

#### LMC 13.09.080100 Rules and regulations.

It shall be unlawful for any person to:

- A. Contaminate the City's water supply either by cross-connection or by any other means. ~~All recycled water service installations shall have an independent gate valve installed prior to connection to the building or the structure.~~
- B. Make a connection to the City's recycled water system where a potable well or some other outside water source used for drinking purposes is present. Connection of the City's recycled water system to a multi-use non-potable irrigation system owned and operated by another public agency shall be governed by a Recycled Water User Agreement between the City and the public agency.
- C. Waste recycled water, use recycled water to excess or allow recycled water to flow to waters of the United States without the issuance of a NPDES permit. All recycled water use must comply with the State of California Title 22 requirements for recycled water reuse.
- D. Supply recycled water in any way for use outside other premises to which the service is assigned, except by special consent of the Public Works Director.
- E. Supply recycled water for resale, in any way, for use outside the premises to which the service is assigned except by permission of the Public Works Director.
- F. Fail to keep and maintain their service pipes and connections in good repair.



- G. Interfere with the City's service lines, valves or meters to construct a bypass around a meter or service. (Ord. 04- 241 § 1)

LMC 13.09.090110 Interpretation of title.

The Public Works Director is empowered to make interpretations of this title regarding the necessity, type, manner or method in which materials or meters shall be installed. Interpretations may be appealed by the owner/consumer to the Council. Interpretations and appeals shall be in writing and a copy thereof filed in the City's office. (Ord. 04-241 § 1)

LMC 13.09.100120 Public works director to keep records of permits.

The Public Works Director shall keep complete records of all permits issued through Recycled Water User Agreements and other official work performed under the provisions of this title. (Ord. 04-241 § 1)

LMC 13.09.110130 Recycled water service outside of City boundaries.

Recycled water from the City water system may be delivered to consumers outside the boundaries of the City herein provided. No recycled water service extension shall be made outside the corporate limits except by written agreement between the City and the owner/consumer and with approval from the CVRWQCB and shall be in compliance with all county zoning ordinances. If pursuant to such an agreement to deliver recycled water outside the corporate limits of the City, the City installs such recycled water service extension, all costs of installation, plus twenty percent (20%) shall be charged to the owner/consumer. If the owner/consumer plans private installation, the size, type and quality of materials and location of mains shall be specified by the Public Works Director comply with the City's design and construction standards, and the plans ~~therefore shall~~, prior to commencement of installation, have been approved by the Public Works Director. The installation construction shall be performed by a licensed contractor, approved by the Public Works Director. (Ord. 04-241 § 1)

LMC 13.09.120140 Contractors—Work to comply with City regulations.

- A. When it has been determined that work within and without the City shall be contracted out, or put out to bid, ~~the Public Works Director shall prepare the standard specifications the City expects from the contractor and/or subcontractor~~ shall conform to the specifications in the City's design and construction standards, including, but not limited to, statements of

work; period of performance; site inspection; excavation and backfill; base material; forms; reinforcement and concrete; curing; plans; specifications; profiles and modifications; and performance and acceptance. Any contractor and/or subcontractor shall comply with all state and county laws, ordinances, rules, and regulations pertaining to the cutting of pavement, backfilling and repaving thereof and shall obtain permits and pay all fees required by the department having jurisdiction prior to the issuance of consent to proceed by the Public Works Director.

- B. Prior to accepting any work, and prior to the use thereof, the work shall be tested and shall complete in full compliance with all requirements of the City's standard specifications and to the satisfaction of the Public Works Director. ~~Final payment will be made within thirty-five (35) days upon recordation of notice of completion of work performed, as ordered by the City Council. (Ord. 04-241 § 1)~~

LMC 13.09.130150 City not responsible for duty of care.

This title is not intended to and shall not be construed or given effect in a manner that imposes upon the City within or without the City any duty of care so as to provide a basis of civil liability for damages, except as otherwise imposed by law. (Ord. 04-241 § 1)

~~LMC 13.09.140 Tampering with the City recycled water system prohibited. It shall be unlawful for any person to interfere with the City service lines, valves or meters or to construct a bypass around a meter or service. (Ord. 04-241 § 1)~~

LMC 13.09.150160 Installations and connection costs.

- A. Service Connection Fees. Service connection fees shall be established from time to time by the City Council by resolution as authorized by this chapter. Such fees shall be paid by the individual owner/consumer for all new service connections prior to the time of connection and for any change in type or size prior to the time of change. Authorization and the basis of payment (if applicable) to service connections to another public agency shall be in accordance with the specific Recycled Water User Agreement between the City and the other public agency.
- B. Advance Deposit. Prior to the installation of a new individual service connection, or any change in type or size, or change in the use of the

premises, the owner/consumer shall deposit with the City a sum equal to the applicable charge set forth in the Council's resolution advance deposit against the cost of installation. Upon completion of the installation, the City shall determine its cost of installation and shall refund that portion of the advance deposit which exceeds the cost, or bill the owner/consumer for any cost in excess of the advance deposit. (Ord. 04-241 § 1)

#### LMC 13.09.170 Cost to Retrofit and Maintain Onsite Recycled Water System

The cost for modifying or adding facilities to convert the customer's onsite nonpotable water system to receive recycled water shall be borne entirely by the customer or applicant. Customer is required to comply with the City's Rules and Regulations for Recycled Water Use in accordance with Title 17 and Title 22 of the California Code of Regulations and California Water Code, the City's Recycled Water User Guide, and the City's Design and Construction Standards where applicable

#### LMC 13.09.~~160~~180 Metered services.

All owners/consumers shall pay the rates specified in the City's schedule of recycled water rates for services inside and outside of the City's corporate limits. ~~(Ord. 04-241 § 1)~~In the event that recycled water rates have not yet been established, owners/consumers shall pay fees as established in an agreement between the City and that owner/consumer.

#### LMC 13.09.~~170~~190 Charges for metered and unmetered recycled water services.

All recycled water delivered through meters and single service connections shall be charged monthly in accordance with the schedule of recycled water rates as amended and approved by the City Council. In the event that recycled water rates have not yet been established, owners/consumers shall pay fees as established in an agreement between the City and that owner/consumer. Further, notwithstanding any other provision of this chapter, any charges relating to the use of recycled water between the City and another public agency shall be governed by the Recycled Water User Agreement between the City and the public agency.

- A. If a meter shall be found out of order, the monthly charge for water shall be determined by the Public Works Director based upon previous water consumption records.

- B. If an owner/consumer has more than one meter, a separate minimum charge will be made for each meter as well as the amount of recycled water registered for each meter.
- C. Compound meters shall not be constructed to be a single meter. The Public Works Director will determine the minimum charge rate for compound meters on a case-by-case basis.
- D. The rate for any owner/consumer using temporary meters for any purpose, which are installed for less than one month, shall be charged according to the schedule of recycled water rates, plus the cost of installation. When a meter is not installed, the rate shall be determined by the Public Works Director.
- E. A schedule of recycled water rates billing shall be furnished to each customer at the beginning of each fiscal year. Any charges for recycled water on the utility bill, as defined in Section 13.09.020 of this chapter, shall be due and payable upon presentation. If such charges are not paid by the last day of the month in which they are billed, the late charges set forth in Section 13.20.050 of this title shall be added.
- F. If a recycled water bill has not been paid by the nineteenth day following its mailing, the service shall be subject to disconnect. The procedure specified in Public Utilities Code 10010.1 shall be followed when service is disconnected. Personal checks will not be accepted for service subject to disconnect as a result of nonpayment. All unpaid charges, penalties, and fees shall be a lien upon the parcel of real property to which water service was provided.
- G. At the direction of the finance director, small claims court proceedings may begin on all accounts which remain unpaid.
- H. When an owner/consumer applies to the City to replace a meter with one of a smaller or larger size, the City shall make such change, upon payment to the City of fees.
- I. Water service shall be billed monthly to the users of the recycled water system in accordance with the following schedule: current service charge plus recycled water usage charges. These charges are to be established from time to time by the City Council by resolution as authorized by this chapter.
- J. ~~Monthly service charge by meter size.~~

| Meter Size | Monthly Service Charge |      |
|------------|------------------------|------|
| 5/8" meter | \$                     | 4.80 |
| 3/4" meter | \$                     | 6.90 |

|            |           |
|------------|-----------|
| 1" meter   | \$ 11.10  |
| 1 ½" meter | \$ 21.65  |
| 2" meter   | \$ 34.30  |
| 3" meter   | \$ 63.75  |
| 4" meter   | \$ 105.90 |
| 6" meter   | \$ 211.55 |
| 8" meter   | \$ 338.05 |

~~2. Uniform Commodity Rate. The uniform commodity rate shall be one dollar and thirty-two cents (\$1.32) per one thousand (1,000) gallons or any portion thereof for all meter sizes. (Ord. 04-241 § 1)~~

### 13.09.180200 Appeals.

Any recycled water service customer who considers an action taken by the Public Works Director under the provisions of this chapter to have been erroneously taken may appeal such action and decision to the City Council in the following manner:

- A. All appeals shall be filed in writing with the clerk of the City and shall state the nature of the appeal or request and the basis upon which the decision of the Public Works Director is considered to be in error.
- B. Such appeals, to be effective, must be received by the clerk of the City not later than ten business days following the date that the Public Works Director has given notice of such action from which the appeal is being taken and be accompanied by a fee of fifty dollars (\$50.00). The fee of fifty dollars (\$50.00) will be refunded if the appeal is granted.
- C. The City clerk shall schedule the appeal for consideration by the City Council at the next regularly scheduled Council meeting.
- D. The decision of the City Council on the appeals shall be final. (Ord. 04-241 § 1)

### 13.09.190210 Compliance.

The enforcing authority shall have the right, and is hereby authorized and empowered, to enter upon private property for the purpose of enforcing the provisions of this title or for other purposed consistent therewith. The enforcing authority shall be given prompt access upon oral notification to the responsible person and upon exhibiting suitable evidence of his or her identify and authority; provided, however, except in an emergency, a

warrant issued pursuant to Part 3 of Title 13 of the Code of Civil Procedure of the State (Sections 1822.50 through 1822.57 inclusive), or its subsequent counterparts, shall first be secured when entry or access thereto is denied. Refusal to admit such members when a warrant is not required shall be a misdemeanor. Neither the enforcing authority nor the City shall be liable for any damage from any reasonable entry. (Ord. 04-241 § 1)

13.09.200220 Warrants unnecessary.

The enforcing authority may enter upon private property without a warrant for the following purposes:

- A. When he or she has the express permission of the owner or occupant of the premises;
- B. When he or she has probable cause to believe there is immediate harm to the public and/or water is gushing; or
- C. When he or she has probable cause to believe that there exists in any building or upon any premises or property any condition which may be in violation of this title. (Ord. 04-241 § 1)

13.09.210230 Violations of this chapter.

- A. Any person who shall violate any of the provisions of this title shall be guilty of a misdemeanor. A misdemeanor may be punished by a fine of not more than one thousand dollars (\$1,000.00), or by imprisonment in the county jail for no longer than six months, or by both such fine and imprisonment. Any person violating any section of this chapter shall be regarded as committing a separate offense on each day of such violation.
- B. In addition to the penalties provided in this section, any condition caused or permitted to exist in violation of any of the provisions of this title shall be deemed to be a public nuisance and shall be subject to the administrative procedures set for in Chapter 1.12. (Ord. 04-241 § 1)

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

fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City. In lieu of publishing the entire ordinance within 15 days of adoption, the City Clerk may instead publish a summary of the proposed ordinance (with a certified copy of the entire ordinance posted at the City Clerk's office), not less than five (5) days before adoption, with a second publication of the summary, complete with the votes cast, similarly posted and published within 15 days following adoption in accordance with Government Code §36933(c)(1).

The foregoing Ordinance was introduced the 12<sup>th</sup> day of March and adopted this 9th day of April 2018 by the following vote:

AYES:

NOES:

ABSENT:

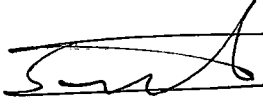
ABSTAIN:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**CITY MANAGER'S REPORT  
MARCH 12, 2018 CITY COUNCIL REGULAR MEETING**

|                        |   |
|------------------------|---|
| <b>ITEM:</b>           | <b>DISCUSSION OF PARK LIGHTING AT<br/>MOSSDALE LANDING COMMUNITY PARK</b>   |
| <b>RECOMMENDATION:</b> | <b>Council to Discuss and Provide Direction<br/>Related to Park Lighting at Mossdale<br/>Landing Community Park</b> |

---

**SUMMARY:**

At the January 29, 2018 Special City Council Meeting, the City Council requested information regarding the current level of lighting within Mossdale Park, as well as the costs associated with placement of additional lighting. Tonight, staff is looking for direction from Council in regards to lighting in Mossdale Park.

**BACKGROUND:**

At the Council Meeting on January 29, 2018, Council requested staff provide an informational item on the current lighting at Mossdale Landing Community Park, the costs associated with placing additional lighting, as well as possible funding sources should Council determine additional lighting is necessary.

Currently, there are 10 street lights that line the perimeter of the park along Towne Centre Drive on the north, Golden Spike Trail on the east, and Open Range Avenue on the south. There are 7 lights within the parking lot, 10 interior lights along the pedestrian pathways, as well as lights on both sides of the concession restroom building in the park. These lights operate on a day/night sensor that turns them on at dusk and off at dawn.

The western edge of the park includes a maintenance road to provide vehicular access to both the levee as well as the pump station in the southwest corner of this facility. There are no lights along this roadway as it was not originally intended for pedestrian traffic. This roadway is approximately 850 feet from Towne Center on the north to Open Range Avenue on the south.

This report includes both hard wired and solar pathway lighting options. If Council desires to install lighting along this portion of the property, due to the accessibility of the existing electrical, staff recommends utilizing the wired pathway lighting option with one light approximately every 160 feet, for a total of 6 light fixtures.

**Option 1:** To install wired pathway lighting, similar to the lights that currently exists, including the purchase, trenching, wiring, and repair of turf associated to the installation, including a 10% contingency the total expense would be approximately \$56,500. This option would also require a budget amendment of approximately \$450 annually to cover the additional electrical expenses.

**CITY MANAGER'S REPORT  
MARCH 12, 2018 CITY COUNCIL REGULAR MEETING  
PARK LIGHTING AT MOSSDALE LANDING COMMUNITY PARK**

**Option 2:** To install solar pathway lighting, as was done at Sangalang Park, the total expense including a 10% contingency would be approximately \$64,610.

**FISCAL IMPACT:**

Upon the direction of the Council, a budget amendments will be approved as follows:

**Option 1a:** Upon approval of the installation of additional wired lighting at Mossdale Park, City Council may consider a budget amendment from the General Fund Reserves (1010-9900-990-90-10) of \$56,500. With an additional budget amendment in the amount of \$450 annually into account 2570-5063-430-49-00, to cover the additional electrical expenses.

**Option 1b:** Upon approval of the installation of additional wired lighting at Mossdale Park, City Council may consider a budget amendment from the General Fund Reserves (1010-9900-990-90-10) of \$56,500 to be reimbursed by Measure C (1060-9900-990-90-10) upon review and confirmation by the Measure C committee. With an additional budget amendment in the amount of \$450 annually into account 2570-5063-430-49-00, to cover the additional electrical expenses.

**Option 2a:** Upon approval of the installation of additional solar lighting at Mossdale Park, City Council may consider a budget amendment from the General Fund Reserves (1010-9900-990-90-10) of \$64,610.

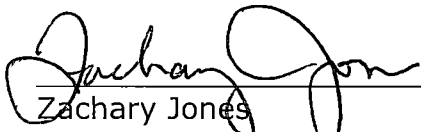
**Option 2b:** Upon approval of the installation of additional solar lighting at Mossdale Park, City Council may consider a budget amendment from the General Fund Reserves (1010-9900-990-90-10) of \$64,610 to be reimbursed by Measure C (1060-9900-990-90-10) upon review and confirmation by the Measure C committee.

**ATTACHMENTS:**


- A. Resolution approving the installation of additional pathway lighting at Mossdale Park and Authorizing Related Budget Amendments.

**CITY MANAGER'S REPORT  
MARCH 12, 2018 CITY COUNCIL REGULAR MEETING  
PARK LIGHTING AT MOSSDALE LANDING COMMUNITY PARK**

**APPROVALS:**

  
\_\_\_\_\_  
Zachary Jones  
Director of Parks and Recreation


2-28-2018  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ken Reed  
Projects Manager


2-28-2018  
\_\_\_\_\_  
Date

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

2/28/18  
\_\_\_\_\_  
Date

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

2.28.18  
\_\_\_\_\_  
Date

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

3-1-18  
\_\_\_\_\_  
Date

**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING THE PLACEMENT OF ADDITIONAL LIGHTING AT MOSSDALE  
LANDING COMMUNITY PARK**

**WHEREAS,** City Council considered the installation of additional lighting at Mossdale Park; and

**WHEREAS,** City Council also consider options for a budget amendment for the installation of additional lighting as listed below.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop approves the installation of the following additional lighting at Mossdale Park and the following budget amendment:

**Option 1a:** The installation of additional wired lighting at Mossdale Park, and a budget amendment from the General Fund Reserves (1010-9900-990-90-10) of \$56,500. With an additional budget amendment in the amount of \$450 annually into account 2570-5063-430-49-00, to cover the additional electrical expenses.

**Option 1b:** The installation of additional wired lighting at Mossdale Park, and a budget amendment from the General Fund Reserves (1010-9900-990-90-10) of \$56,500 to be reimbursed by Measure C (1060-9900-990-90-10) upon review and confirmation by the Measure C committee. With an additional budget amendment in the amount of \$450 annually into account 2570-5063-430-49-00, to cover the additional electrical expenses.

**Option 2a:** The installation of additional solar lighting at Mossdale Park, and a budget amendment from the General Fund Reserves (1010-9900-990-90-10) of \$64,610.

**Option 2b:** The installation of additional solar lighting at Mossdale Park and a budget amendment from the General Fund Reserves (1010-9900-990-90-10) of \$64,610 to be reimbursed by Measure C (1060-9900-990-90-10) upon review and confirmation by the Measure C committee.

The foregoing resolution was passed and adopted this 12<sup>th</sup> day of March 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

**PAGE LEFT  
INTENTIONALLY  
BLANK**

4/28/18  
Rec'd  
(91)

## COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission**Special Requirements:***Youth Advisory Commission:* Must be a Lathrop resident between 13 to 18 years of age to serve on this commission*Senior Advisory Commission:* Must be 50 years of age or over and a registered voter to serve on this commission.*Planning and Parks & Recreation Commissions:* Must be a Lathrop resident and a registered voter to serve on this commission.**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

Name: Aliyah Conley

Address: [REDACTED] City: Lathrop Zip: 95330

Telephone (home) \_\_\_\_\_ Telephone (work) \_\_\_\_\_

Telephone (cell) [REDACTED] Telephone (other) [REDACTED]

Email: [REDACTED] Resident of the City of Lathrop: 8 <sup>Moms number</sup> years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐**Background Information:**Are you related to a current City Employee? NO

If yes, give name and relationship \_\_\_\_\_

**Employment/Volunteer Information:**

City of Lathrop parks and recreation 2/17/17  
 Organization Date  
Community Center Volunteer  
 Location Position(s)

Responsibilities/accomplishments: Helping at breakfast with  
Santa

Organization \_\_\_\_\_ Date \_\_\_\_\_

Location \_\_\_\_\_ Position(s) \_\_\_\_\_

Responsibilities/accomplishments: Helping at breakfast with bunny

**Community Activities** that you have been involved with (feel free to attach additional pages)

| Name of Organization | Position/Responsibilities | Dates |
|----------------------|---------------------------|-------|
|----------------------|---------------------------|-------|

| Name of Organization | Position/Responsibilities/Accomplishments | Dates |
|----------------------|---|-------|
|----------------------|---|-------|

**Special Awards or Recognitions** you have received: I have recieved 3 awards  
from my old school, Caring, Respect, and Trustworthyness.

**Educational Information:**

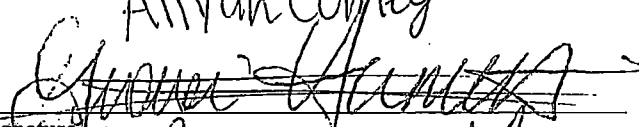
| Educational Institution | Degree/Diploma | Field | Year |
|-------------------------|----------------|-------|------|
| Lathrop High School     | In-Progress    |       | 2021 |

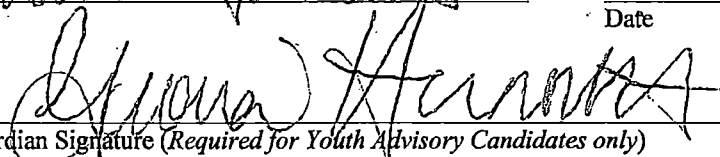
| Educational Institution | Degree/Diploma | Field | Year |
|-------------------------|----------------|-------|------|
|-------------------------|----------------|-------|------|

**Additional Information** (Please provide any other information which you feel would be useful to the City Council in reviewing you application.)

I am a very hard worker who loves to  
help others, it would be a honor to have  
this job.

**Please sign and date you application and submit to the Office of the City Clerk at the address below..**

Aiyah Comley  
 2/26/18  
Signature Date

  
Parent/Guardian Signature (Required for Youth Advisory Candidates only)

**City Clerk**  
**City of Lathrop**  
**390 Towne Centre Drive**  
**Lathrop, CA 95330**