

SEPTEMBER 9, 2019 – City Council Regular Meeting – 7:00 p.m.



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

City Council

Sonny Dhaliwal, Mayor
Martha Salcedo, Vice Mayor
Paul Akinjo
Diane Lazard
Jennifer Torres-O'Callaghan

City Staff

Stephen Salvatore, City Manager
Salvador Navarrete, City Attorney
Teresa Vargas, City Clerk
Glenn Gebhardt, City Engineer
Cari James, Finance & Administrative
Services Director
Mark Meissner, Community
Development Director
Zachary Jones, Parks & Recreation
Director
Ryan Biedermann, Lieutenant /
Acting Chief of Police
Michael King, Assistant Public Works
Director

General Order of Business

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

Order of Discussion

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

Consent Calendar

Items on the Consent Calendar are considered 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.



SEPTEMBER 9, 2019 – Regular Meeting Agenda – 7:00 p.m.



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Addressing the Council

Any person may speak once on any item under discussion by the City Council after receiving recognition by the Mayor. Purple speaker cards will be available prior to and during the meeting. To address City Council, a card must be submitted to the City Clerk indicating name, address and number of the item upon which a person wishes to speak. When addressing the City Council, please walk to the lectern located in front of the City Council. State your name and address. In order to ensure all persons have the opportunity to speak, a time limit will be set by the Mayor for each speaker (see instructions on speaker form). In the interest of time, each speaker may only speak once on each individual agenda item; please limit your comments to new material; do not repeat what a prior speaker has said. If you challenge the nature of a proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

Citizen's Forum

Any person desiring to speak on a matter which is not scheduled on this agenda may do so under the Citizen's Forum section. Please submit your purple speaker card to the City Clerk prior to the commencement of Citizen's Forum. **Only those who have submitted speaker cards, or have expressed an interest to speak, prior to the conclusion of Citizen's Forum will be called upon to speak.** Please be aware the California Government Code prohibits the City Council from taking any immediate action on an item which does not appear on the agenda, unless the item meets stringent statutory requirements. The Mayor will limit the length of your presentation (see instructions on speaker form) and each speaker may only speak once on this agenda item.

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

This City Council Agenda may be accessed by computer or any smart device at the following Worldwide Web Address: www.ci.lathrop.ca.us LIVE STREAMING & CLOSED CAPTIONING – Available, please visit the City Council Webpage or use the following URL <https://www.ci.lathrop.ca.us/citycouncil/page/live-stream>

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 and River Islands Fire Department Offices. 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 of Lathrop City Clerk
390 Towne Centre Drive, 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, SEPTEMBER 9, 2019,
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

AGENDA

PLEASE NOTE: There will be a Closed Session commencing at 5:45 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)

- 1 Potential Case

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

- Title(s): City Manager, City Attorney

RECONVENE

1.2.3 REPORT FROM CLOSED SESSION

1.3 ROLL CALL

1.4 INVOCATION

1.5 PLEDGE OF ALLEGIANCE

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

2. PRESENTATIONS

2.1 NATIONAL NIGHT OUT COMMUNITY PARTNER AWARD

2.2 PRESENTATION PROVIDED BY THE ECONOMIC DEVELOPMENT
ASSOCIATION OF SAN JOAQUIN COUNTY

2.3 MAYOR'S COMMITTEE REPORT(S)
Parks & Recreation Update on Committee Events and Programs

3. CITIZEN'S FORUM

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

4. CONSENT CALENDAR

Items on the Consent Calendar are considered 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 August
12, 2019

4.3 TREASURER'S REPORT FOR JUNE 2019
Approve Quarterly Treasurer's Report for June 2019

4.4 SECOND READING AND ADOPTION OF ORDINANCE 19-406 AMENDING
TITLE 2, CHAPTER 2.36 PURCHASING SYSTEM AND TITLE 3, CHAPTER 3.30
INFORMAL BIDDING OF THE LATHROP MUNICIPAL CODE TO UPDATE THE
CHAPTERS IN ACCORDANCE WITH THE CALIFORNIA UNIFORM PUBLIC
CONSTRUCTION COST ACCOUNTING ACT

Second Reading and Adoption of Ordinance No. 19-406 Amending Title 2, Chapter 2.36 Purchasing System and Title 3, Chapter 3.30 Informal Bidding of the Lathrop Municipal Code to Update the Chapters in Accordance with the California Uniform Public Construction Cost Accounting Act

4.5 SECOND READING AND ADOPTION OF ORDINANCE 19-407 AMENDING TITLE 3, CHAPTER 3.32 COUNTY FACILITY FEE, SECTION 3.32.150 SUNSET CLAUSE

Second Reading and Adoption of Ordinance No. 19-407 Amending Title 3, Chapter 3.32 County Capital Facility Fees, Section 3.32.150 Sunset Clause of the Lathrop Municipal Code to Remove the Sunset Clause of the County Facilities Fee Program

4.6 SECOND READING AND ADOPTION OF ORDINANCE 19-408 ADOPTING MUNICIPAL CODE TEXT AMENDMENT NO. TA-19-78

Second Reading and Adoption of Ordinance No. 19-408 Amending Title 17 of the Lathrop Municipal Code by Adding Chapter 17.13 to Allow the Creation of Easements by Covenant

4.7 RESOLUTION DECLARING ONE MOTORCYCLE, FIVE VEHICLES, AND VARIOUS VEHICLE COMPONENTS AS SURPLUS PROPERTY AND AUTHORIZING DISPOSAL BY AUCTION, RECYCLE, OR DONATION

Adopt Resolution Declaring One Motorcycle, Five Vehicles, and Various Vehicle Components as Surplus Property and Authorizing Disposal by Auction, Recycle, or Donation

4.8 APPROVE PROFESSIONAL SERVICES AGREEMENT FOR SOFTWARE IMPLEMENTATION, HARDWARE, AND SOFTWARE LICENSES WITH TYLER TECHNOLOGIES, INC.

Adopt a Resolution Approving:

- Agreement with Tyler Technologies, Inc., for Energov Software Implementation Services
- Purchase of Hardware and Software Licenses
- Creation of CIP GG 20-15 for Energov Development Services Module
- Related Budget Amendment

4.9 APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH GREENPLAY, LLC TO PREPARE THE CITY'S PARKS AND RECREATION MASTER PLAN

Adopt a Resolution to Approve a Professional Services Agreement with GreenPlay, LLC to Prepare the City's Parks and Recreation Master Plan (CIP PK 19-13)

4.10 FISCAL YEAR 2019-2020 REQUESTS FOR FEE WAIVER

Adopt Five Resolutions Approving Facility Fee Waiver requests from the Lathrop Lions Club, Lathrop Little League, Lathrop Community Volunteer Club, the Lathrop Sunrise Rotary Club, and the Thrive Church

RIVER ISLANDS CONSENT ITEM(S)

4.11 APPROVE A MS4 STORM DRAINAGE PERMIT AGREEMENT WITH RECLAMATION DISTRICT 2062

Adopt Resolution Approving an Agreement with Island Reclamation District No. 2062 ("RD 2062") for the Discharge of Storm Waters from the River Islands at Lathrop Project under the City of Lathrop Small MS4 General Permit

4.12 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 24 LOTS IN TRACT 3990 VILLAGE "U" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

Adopt Resolution Approving Final Map for Tract 3990 Village "U" within the Lakeside East District, Totaling 24 Single-Family Lots, Subdivision Improvement Agreement with River Islands Development, LLC

4.13 APPROVAL OF FINAL MAP, CUA WITH ISLAND RECLAMATION DISTRICT 2062 AND SIA FOR 44 LOTS IN TRACT 4015 VILLAGE "W" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

Adopt Resolution Approving Final Map for Tract 4015 Village "W" within the Lakeside East District, Totaling 44 Single-Family Lots, City of Lathrop Annexation No. 10 to (CFD) 2013-1, Common Use Agreement with Island Reclamation District 2062 for a Portion of Capricorn Court and Subdivision Improvement Agreement with River Islands Development, LLC

4.14 ACCEPT OFF-SITE IMPROVEMENTS CONSTRUCTED BY TEICHERT & SONS, INC., DBA TEICHERT CONSTRUCTION, ON MANTHEY ROAD, HARLAN ROAD AND HOWLAND ROAD

Adopt Resolution Accepting Off-Site Improvements Constructed by Teichert Construction under Contract with Developer River Islands Development, LLC, on Manthey Road, Harlan Road and Howland Road and Authorize the Release of the Performance Bond Associated with Encroachment Permit No. 2018-16

5. SCHEDULED ITEMS

RIVER ISLANDS SCHEDULED ITEM(S)

5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ISSUANCE OF REVENUE ANTICIPATION NOTES BY THE RIVER ISLANDS PUBLIC FINANCING AUTHORITY

Council to Consider the Following:

1. Hold a Public Hearing; and
2. Adopt a Resolution Making Findings with Respect to Public Benefit and Approving the Issuance of Revenue Anticipation Notes by the River Islands Public Financing Authority

GENERAL SCHEDULED ITEM(S)

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE AMENDING THE SPEED LIMITS IN THE CITY OF LATHROP, TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.08 SPEED LIMITS, SECTION 10.08.030 OF THE LATHROP MUNICIPAL CODE

City Council to Consider the Following:

1. Hold a Public Hearing; and

2. Introduction and First Reading of an Ordinance Amending Section 10.08.030 of the Lathrop Municipal Code Relating to Speed Limits on Harlan Road Between Roth Road and Slate Street, Johnson Ferry Road Between Colonial Trail and Golden Spike Trail, Louise Avenue Between Harlan Road and 5th Street and Roth Road between I-5 and East City Limits

- 5.3 FISCAL YEAR (FY) 2018/19 YEAR-END BUDGET REPORT AND RELATED AMENDMENTS AND AMENDMENTS TO THE FISCAL YEAR 2019/20 BUDGET Adopt Resolution Approving the FY 2018/19 Year-End Report and Related Budget Amendments and Amending the FY 2019/20 Budget

- 5.4 APPROVE MEMORANDUM OF UNDERSTANDING WITH SAN JOAQUIN COUNTY, SOUTH SAN JOAQUIN IRRIGATION DISTRICT, AND OTHER COUNTYWIDE AGENCIES TO PARTICIPATE IN THE INTEGRATED REGIONAL WATER MANAGEMENT PLAN

Adopt Resolution Approving Memorandum of Understanding with San Joaquin County, South San Joaquin Irrigation District, and Other Countywide Agencies to Participate in the Integrated Regional Water Management Plan, and Appoint a Primary and Secondary City Council Representative

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR & COUNCILMEMBER REFERRAL(S)

- 6.1.1 MAYOR DHALI WAL REFERRAL: Discussion Regarding the Installation of Exercise Equipment at Crescent Park

- 6.2 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

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

- 6.3 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT


Teresa Vargas, CMC
City Clerk

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**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, AUGUST 12, 2019,
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

MINUTES

PLEASE NOTE: There was a Closed Session which commenced at 6:01 p.m. The Regular Meeting reconvened at 7:08 p.m.

1. PRELIMINARY

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 6:01 p.m.

1.2 CLOSED SESSION

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

- 3 Potential Case(s)

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

- Title(s): City Manager, City Attorney

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

1.2.3 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete reported that direction was provided in regards to Item 1.2.1; no other reportable action was taken.

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

Absent: None

1.4 INVOCATION – Pastor Elbert Bartlett, Thrive Church, provided the invocation.

1.5 PLEDGE OF ALLEGIANCE – Pastor Elbert Bartlett led the pledge of allegiance.

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

City Manager Stephen Salvatore announced that closed captioning was now available for City Council and Commission meetings (recorded at City Hall/Council Chamber) on Comcast Channel 97 and when streamed through the City's website; provided an overview of the restructuring of garbage collection routes to accommodate new residential areas in the River Islands development; provided an update on the purchase of the emergency back-up generator for the Lathrop Community Center; and announced the City of Lathrop Housing Workshop event scheduled for August 14, 2019 at 6:30 p.m., City Council Chamber.

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST – Councilmember Lazard reported a conflict of interest with Item 4.10, due to her employment with Dell'Osso Family Farms.

2. PRESENTATIONS

2.1 ECONOMIC DEVELOPMENT UPDATE

Economic Development Administrator Shelley Burcham provided a presentation related to economic development activity from April through July 2019.

2.2 MAYOR'S COMMITTEE REPORT(S)

Parks & Recreation Update on Committee Events and Programs

Parks and Recreation Director Zach Jones reported the following past and upcoming events and programs:

- *Activity Guide*

Announced the publication of the most recent activity guide for events through the end of December 2019.

- *Art Committee featured Artist*

Announced art display in Council Chamber by Ed Cesena, paintings to be displayed through September 2019.

- *City's 30th Anniversary Celebration*

Reported event held July 1, 2019, at the Lathrop Generations Center. Activities provided included live music, carnival rides, face painting, and mobile food vendors.

- *Family Fun Night*

Reported event held August 2, 2019, at Mossdale Park sponsored by Simplot. Activities provided included kids carnival rides, bounce house, pony rides, live music, face painting, and mobile food vendors.

- *Comedy Under the Stars*

Announce event scheduled for August 16, 2019, at the Lathrop Generations Center Amphitheater. The public was encouraged to call (209) 941-7373 for ticket information.

- *Movies in the Park*

Announced event scheduled for September 20, 2019, at Michael Vega Park.

- *General Plan Housing Workshop*

Announced public workshop scheduled for August 14, 2019, at 6:30 p.m., Council Chamber.

3. CITIZEN'S FORUM

City Clerk Teresa Vargas reported public comment letter provided by Nellie Zavala (Commission on Aging) reporting her attendance to the San Joaquin County Commission on Aging meeting held July 3, 2019; copies of the letter were made available for the public and City Council. Rosa Caviedes (Lathrop, CA) expressed concerns with various public nuisances near her property, including properties with overgrown and dried lawns, garbage containers left on the right of way, trailer home parked in residential areas, and other concerns with blight on American Farms Avenue. Jason Laughlin, Field Representative for Assembly Member Heath Flora, 12th Assembly District, provided a legislative update on various Assembly Bills: AB 678 titled "Medi-Cal: podiatric services" (Amended – Flora); AB 550 titled "Veterans: Medical Foster Home Pilot Program" (Introduced – Flora); and AB 1732 titled "Redevelopment: successor agencies: asset disposal: City of Manteca" (Amended – Flora). Mr Laughlin also invited the public to attend a Ripon Chamber of Commerce coffee event scheduled for August 29, 2019, at 7:45 a.m., 578 North Wilma Avenue, Ripon.

4. CONSENT CALENDAR

On a motion by Vice Mayor Salcedo, seconded by Councilmember Lazard, the City Council approved the Consent Calendar, except **Item 4.10, by the following roll call vote, unless otherwise indicated:

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

**City Clerk Teresa Vargas announced that a public comment email was received, dated August 12, 2019, addressing Items 4.8 and 4.10, of the Consent Calendar, submitted by Martin Harris with Terra Land Group, LLC; the email was distributed to the City Council via their tablets (same process as the agenda) and copies were made available for the public at the beginning of the meeting.*

*** Item 4.10 – The City Council voted on this item separately, following the vote of the Consent Calendar.*

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

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

4.2 APPROVAL OF MINUTES

Approved Minutes for the Regular Council Meeting of July 8, 2019.

4.3 UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS

Approved write-off of uncollectible utility and miscellaneous accounts for Fiscal Year (FY) 2018-2019.

4.4 CREATION OF A JOB DESCRIPTION FOR AN ADMINISTRATIVE ASSISTANT III GRADE 47

Adopted **Resolution 19-4609** approving the creation of a job description for Administrative Assistant III position, Grade 47.

4.5 APPROVE POLICY TO GUIDE STAFF INTERPRETATION OF DEVELOPMENT IMPACT FEES AND THE MUNICIPAL CODE AS THEY RELATE TO ACCESSORY DWELLING UNITS TO CONFORM TO STATE LAW

Pulled by Councilmember Akinjo. A question and answer period ensued. City Manager Stephen Salvatore provide additional information.

Adopted **Resolution 19-4610** approving a policy to guide staff interpretation of development impact fees and the municipal code as they relate to accessory dwelling units to conform to State Law.

4.6 RATIFY PURCHASE OF A TELESCOPIC HANDLER

Adopted **Resolution 19-4611** ratifying City Manager's action to purchase a telescopic handler for the Operations and Maintenance Division of the Public Works Department and approved related budget amendment.

4.7 APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR RIGHT-OF-WAY CONSULTING SERVICES WITH DOKKEN ENGINEERING AND ASSOCIATED ENGINEERING GROUP

Adopted **Resolution 19-4612** approving a Professional Services Agreement with Dokken Engineering for Right-of-Way Consulting Services, Amendment No. 1 for Associated Engineering Group Related to the Louise Avenue and McKinley Avenue intersection, related to Capital Improvement Project PS 15-02, and approved related budget amendment.

4.8 *REINSTATE A MASTER CONSULTING AGREEMENT AND APPROVE TASK ORDER NO. 7 WITH INTERWEST CONSULTING GROUP FOR PROFESSIONAL SERVICES IN THE BUILDING DIVISION

Adopted **Resolution 19-4613** reinstating the Master Professional Consulting Agreement and approved Task Order No. 7 with Interwest Consulting Group to provide continued professional services in the Building Division.

4.9 ACCEPTANCE OF PUBLIC RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENT DEDICATIONS ASSOCIATED WITH BUILDING PERMIT 19-0218 LOCATED AT 14226 AVON AVENUE

Adopted **Resolution 19-4614** accepting dedication of Public Right-of-Way and a Public Utility Easement for Avon Avenue Associated with Building Permit 19-0218 Located at 14226 Avon Avenue.

RIVER ISLANDS CONSENT ITEM(S)

Councilmember Lazard recused herself, following the vote of the consent calendar (Items 4.1 to 4.9), and left the chamber at 7:46 p.m., prior to the vote of Item 4.10, due to declared conflict of interest as noted in Item 1.8.

On a motion by Councilmember Salcedo, seconded by Mayor Dhaliwal, the City Council approved Item, 4.10, by the following roll call vote, unless otherwise indicated:

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

4.10 ***/**APPROVE TASK ORDER NO. 3 TO THE MASTER CONSULTANT AGREEMENT WITH VALI COOPER & ASSOCIATES, INC., TO PROVIDE CONSTRUCTION INSPECTION SERVICES FOR RIVER ISLANDS DEVELOPMENT STAGE 2A AND PHASE 1B IMPROVEMENTS**

Adopted **Resolution 19-4615** approving Task Order No. 3 to the Master Consultant Agreement dated, July 9, 2018, with Vali Cooper & Associates, Inc., to provide construction management and inspection services for River Islands Development Stage 2A and Phase 1B improvements.

5. SCHEDULED ITEMS

Councilmember Lazard returned to the dais at 7:48 p.m., for the remainder of the meeting.

5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN AMENDMENT TO TITLE 2, CHAPTER 2.36 PURCHASING SYSTEM AND TITLE 3, CHAPTER 3.30 INFORMAL BIDDING OF THE LATHROP MUNICIPAL CODE TO UPDATE THE CHAPTERS IN ACCORDANCE WITH THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

Principal Engineer Jay Davidson provided the presentation. A question and answer period followed the presentation. City Manager Stephen Salvatore provided additional information. Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

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

1. Held a public hearing; and
2. Introduced and held first reading of an Ordinance of the City Council of the City of Lathrop amending Title 2, Chapter 2.36 "Purchasing System" and Title 3, Chapter 3.30 "Informal Bidding" of the Lathrop Municipal Code, to update the Chapters in accordance with the California Uniform Public Construction Cost Accounting Act.

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

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN AMENDMENT TO TITLE 3, CHAPTER 3.32 COUNTY FACILITY FEE, SECTION 3.32.150 SUNSET CLAUSE

Finance and Administrative Services Director Cari James provided the presentation. A question and answer period followed the presentation. Deputy Finance Director Vanessa Portillo provided additional information. Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

On a motion by Councilmember Lazard, seconded by Mayor Dhaliwal, the City Council considered the following:

1. Held a public hearing; and
2. Introduced and held first reading of an Ordinance of the City of Lathrop City Council amending Title 3, Chapter 3.32 "County Capital Facility Fees", Section 3.32.150 "Sunset Clause" of the Lathrop Municipal Code to remove the sunset clause of the County Facilities Fee Program.

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

5.3 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTION OF THE LATHROP-MANTECA FIRE DISTRICT FIRE FACILITIES FEE STUDY AND THE FEES RECOMMENDED THEREIN

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

Lathrop-Manteca Fire District Chief Gene Neely provided additional information. Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing. The question and answer period continued.

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

1. Held a public hearing; and
2. Adopted **Resolution 19-4616** adopting the Lathrop-Manteca Fire District Fire Facilities Fee Study and the fees recommended therein.

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

5.4 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER MUNICIPAL CODE TEXT AMENDMENT NO. TA-19-78

Community Development Director Mark Meissner provided the presentation. A question and answer period followed the presentation.

Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing. City Clerk Teresa Vargas announced public comment letter submitted by Chris Mendes (property owner on McKinley Avenue) regarding Item 5.4; the letter was distributed to the City Council via their tablets (same process as the agenda) and copies were made available for the public. Frank Mendes (Manteca, CA, and property owner on McKinley Avenue) commented on the letter submitted by his wife; requested clarification on the proposed text amendment and how it could potentially affect his property. City Attorney Salvador Navarrete provided additional information:

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

1. Held a public hearing; and
2. Introduced and held first reading of an Ordinance amending Title 17 "Zoning", by adding Chapter 17.13 "Covenants for Easements", to allow the creation of easements by covenant.

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

5.5 APPOINTMENT OF VOTING DELEGATE FOR 2019 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

City Clerk Teresa Vargas provided the presentation. The City Council discussed the item.

On a motion by Mayor Dhaliwal, simultaneously seconded by Councilmembers Torres-O'Callaghan and Lazard, the City Council appointed Councilmember Akinjo as the City's voting delegate for the 2019 League of California Cities Annual Conference, October 16-18, in Long Beach, CA.

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

2. COUNCIL COMMUNICATIONS

6.1 COUNCIL REFERRALS

6.1.1 MAYOR DHALIWAL REFERRAL: Appointment of Three (3) Members to the Youth Advisory Commission with Term Expiring May 31, 2020

- Three (3) Applications Received; Four (4) Vacancies Available

Mayor Dhaliwal made the following appointments:

<u>Youth Advisory Commission</u>	<u>Term Expires</u>
Phil Tyalla	May 31, 2020
Navni Saini	May 31, 2020
Taurus Kohn	May 31, 2020

On a motion by Councilmember Akinjo, seconded by Vice Mayor Salcedo, the City Council approved the appointments made by Mayor Dhaliwal as noted above.

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

6.2 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S) - None

6.3 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmembers thanked those in attendance. Councilmembers Torres-O'Callaghan requested on updated on the lighted crosswalk to be installed near Lathrop High School. Assistant Public Works Director Michael King provided the information.

7. ADJOURNMENT – There being no further business, Mayor Dhaliwal adjourned the meeting at 8:27 p.m.


Teresa Vargas, CMC, City Clerk

Quarterly Investment Report

June 2019

This report presents a detailed discussion of the City's investment portfolio as of June 30, 2019. It includes all investments managed by the City on its own behalf as well as the City's Trustees. The report provides information on cash flows, broken down by both investment manager (City or Trustee) and by percentage allocation within the portfolio.

As of June 30, 2019, the investment portfolio was in compliance with all state laws and the City's Investment Policy (see Attachment 1).

Current Portfolio Summary

As directed by the Investment Policy adopted by City Council, City staff strives to attain three primary goals with the City's investments as follows (in order of priority):

1. Safety – Preservation of the principal of invested funds
2. Liquidity – Ability to liquidate one or more of the City's investments if unexpected expenditures arise
3. Return – Attainment of a market rate of return

The majority of the portfolio is invested in the Local Agency Investment Fund (LAIF), which is administered by the California State Treasurer's office. LAIF provides the City with an investment vehicle with yields that are slightly greater than U.S. Treasuries (T-bills) with a 2-year maturity or less. LAIF is a high quality investment in terms of safety, liquidity, and yield. Additionally, LAIF is an "On Demand" account; meaning funds may be withdrawn upon with 1 day notice, representing maximum liquidity.

In addition to LAIF, the City holds investments in Money Market Mutual Funds, Nonnegotiable Certificates of Deposit, and State and Local Government Securities (SLGS). These investments are prudent investment choices and are included in the City's Investment Policy as allowable investments.

Each investment mentioned above has a specific maturity date. However, much of the portfolio is On Demand. The short weighted average maturity provides the City with a great deal of liquidity during this period of heightened economic uncertainty and period of low investment yields. This liquidity places the City to invest in longer term maturity investments once interest rates begin to move up toward their historical norms; overall macroeconomic indicators signal solid and consistent growth in future years.

The following table (Table: 1) provides a summary of the City's cash and investments, by holding party, based on recorded value as of June 30, 2019 compared with the prior quarter:

Table: 1				
	March 31, 2019		June 30, 2019	
Holding Party	Fund Amounts (1)	% of Portfolio	Fund Amounts (1)	% of Portfolio
Investments/cash held by the City	\$101,172,289	73%	\$109,574,994	73%
Investments held by Trustees	37,579,227	27%	40,461,393	27%
TOTAL	\$138,751,516	100%	\$150,036,387	100%

(1) Small variances are due to the summation and rounding of multiple figures to the nearest whole dollar

Please see the following pages (Tables: 2 through 5) for a more detailed analysis of transactional additions and reductions due to cash flow needs, debt service payments, and maturities/rollovers of certain investments.

Revenues arrived during the quarter, per City staff expectations, are as follows: utility payments, property tax, franchise fees, sales tax (including Measure C), developer billing fees, grant reimbursements, building permit fees, plan check fees, and Transient Occupancy Tax (TOT).

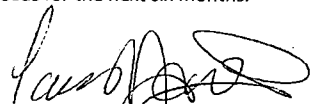
Significant payables paid out during the quarter include:

- I. Nonrecurring Expenditure Capital Improvement Projects – General Government, Parks, Streets, Water, and Wastewater
- II. Recurring Expenditures
 - a. Contractual – Park & Street Landscaping, and Water Treatment Services
 - b. Intergovernmental payments – San Joaquin County (Police Services), Lathrop Manteca Fire District

Quarterly Economic Update

According to the latest projections from the Business Forecasting Center at the University of the Pacific, California's economic growth should maintain strong at a rate of 2.9% through 2019, and then declining to 1.9% in 2021 as recession risk grows. Regionally, the Central Valley is expected to show job growth due to the booming logistics sector as it has added jobs to the trucking and warehousing industry. In addition, the Center estimates that most Central Valley metro areas will continue to average single-digit unemployment in 2019. The strengthening housing market is lending support to manufacturing, which was hit by deep federal government spending cuts and slowing global demand. Locally, the San Joaquin Valley area experienced a slight increase in unemployment rates (San Joaquin County: 7.3%; City of Lathrop: 6.4%). While these rates are within the forecasted levels, caution is key to carry out with the business demands of the City.

I certify that all of the investments reported herein are in accordance with the "City of Lathrop Investment Policy" adopted on November 5, 2012, with the Government Code, and other contractual agreements. I further certify the investments reported herein provide for the ability of the City to meet cash flow needs for the next six months.


 Stephen Salvatore
 City Manager

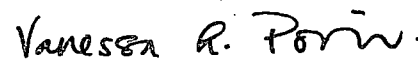
for 
 Cari James
 Director of Finance

TABLE: 2
CITY OF LATHROP
Summary of All Investments
As of June 30, 2019

City Held Investments	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Local Agency Investment Fund	\$ 52,183,768	0.228%	49.43%	\$ 52,183,768
Wells Fargo Money Market Mutual Funds	\$ 2,848,362	0.000%	2.70%	\$ 2,848,362
California Asset Management Program	\$ 10,071,470	2.610%	9.54%	\$ 10,071,470
Total Investments Held by the City (1)	\$ 65,103,600	0.587%	61.67%	\$ 65,103,600

Trustee Held Investments	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Union Bank	\$ 4,010,541	0.027%	3.80%	\$ 4,010,541
UMB Bank	\$ 4,114,012	0.000%	3.90%	\$ 4,114,012
US Bank	\$ -	0.025%	0.00%	\$ -
SJ County Pooled Funds	\$ 353,265	0.260%	0.33%	\$ 353,265
PFM Asset Management	\$ 31,494,093	0.000%	29.83%	\$ 31,494,093
BBVA Compass Bank	\$ 489,483	0.230%	0.46%	\$ 489,483
Total Investments Held by Trustees (2)	\$ 40,461,393	0.008%	38.33%	\$ 40,461,393

Total City & Trustee Held Investments & Cash	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Investments Held by the City and Trustees	\$ 105,564,993	0.365%	100.00%	\$ 105,564,993
Cash in Checking Accounts - Recorded Value	\$ 44,471,394			
Total Cash and Investments	\$ 150,036,387			

Weighted Average Maturity of Portfolio (days): 1
One month benchmark for U.S. Treasuries: 0.02%
Three month benchmark for U.S. Treasuries: 0.03%

Notes:

- (1) See Table: 4 for detailed investments held by the City.
(2) See Table: 5 for detailed investments held by Trustees.

TABLE: 3
CITY OF LATHROP
Investments Cash Flow Analysis
As of June 30, 2019

Investments Held by the City	Prior Month Recorded Value	Purchased (Buy)	Redeemed (Sell)	Current Month Recorded Value
Local Agency Investment Fund (1)	\$ 52,183,768			\$ 52,183,768
Wells Fargo Money Market Mutual Funds (2)	\$ 2,843,196	5,166		\$ 2,848,362
California Asset Management Program	\$ 10,050,962	20,509		\$ 10,071,470
Total Investments Held by the City	\$ 65,077,925	25,674		\$ 65,103,600

Investments Held by Trustees	Prior Month Recorded Value	Purchased (Buy)	Redeemed (Sell)	Current Month Recorded Value
BBVA Compass Bank	\$ 489,121	362		\$ 489,483
SJ County Pooled Funds	\$ 353,265			\$ 353,265
UMB Bank	\$ 2,003,454	2,110,556		\$ 4,114,011
Union Bank (3)	\$ 3,711,860	298,681		\$ 4,010,541
PFM Asset Management	\$ 31,230,329	3,664,457	(3,400,693)	\$ 31,494,093
Total Investments Held by Trustees	\$ 37,788,028	\$ 6,074,057	\$ (3,400,693)	\$ 40,461,392

Total Cash in Checking Accounts Held by the City (2)	\$ 45,190,937	6,024,427	(6,743,970)	\$ 44,471,394

Total Cash and Investments Held by the City and Trustees	\$ 148,056,890	\$ 12,124,158	\$ (10,144,663)	\$ 150,036,386

Notes:

(1) LAIF interest income is paid quarterly (Mar/Jun/Sept/Dec) and received in the following month (Apr/Jul/Oct/Jan).

(2) Property Tax, Building permit revenue, TOT, Developer payments, and Utility payments; nonrecurring expenses paid during the month: General government, Parks, Streets, Wastewater, and Water CIPs; also, recurring expenses: Park & street landscape maintenance, and water treatment services; lastly, intergovernmental payments and transfers: Police Services expenses, and SSJID SCSWSP O & M expenses.

(3) Interest earnings, debt service payments.

TABLE: 4
CITY OF LATHROP
Investments Held by City - Detail
As of June 30, 2019

Agency (Broker)	Investment Description	Coupon Rate	Yield to Maturity	Purchase Date	Maturity Date	Market Value (No Accruals)	Recorded Value
Local Agency Investment Fund							
	Money Market Fund City Acct No. 98-39-437	N/A	0.257%	Varies	On Demand	52,183,768	52,183,768
						\$ 52,183,768	\$ 52,183,768
Wells Fargo Mutual Funds							
	Money Market Mutual Fund City Acct No. 12641627	N/A	0.000%	Varies	On Demand	2,848,362	2,848,362
						\$ 2,848,362	\$ 2,848,362
Califorina Asset Management Program							
	Liquidity Account No. 6084-001	N/A	2.610%	Varies	On Demand	10,071,470	10,071,470
						\$ 10,071,470	\$ 10,071,470
TOTAL INVESTMENTS HELD BY CITY						\$ 65,103,600	\$ 65,103,600

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of June 30, 2019

Investment Description	CUSIP	Current Yield	Purchase	Maturity Date	Value	Recorded Value
Investments Held by Union Bank by Account						
<i>03-1 Series 2015 - Mossdale Village Assessment District</i>						
Mossdale Village Assessment Dist. No. 03-1 Series 2015 - Redemption Fund		0.010%	10/18/05	On Demand	\$ 40	\$ 40
Mossdale Village Assessment Dist. No. 03-1 Series 2005/2015 - Reserve Fund		0.010%	10/18/05	On Demand	\$ 242,451	\$ 242,451
<i>2000 North Harlan Improvement District 99-01</i>						
Money Market - Reserve Account		0.010%	7/12/00	On Demand	\$ 92,633	\$ 92,633
Money Market - Redemption Account		0.010%	7/12/00	On Demand	\$ 2	\$ 2
<i>2003-2A Lathrop CFD</i>						
Money Market- Interest Account		0.010%	12/12/03	On Demand	\$ -	\$ -
LAIF - Interest Account		0.257%	03/19/03	On Demand	\$ 725,852	\$ 725,852
<i>CDPH/CDWR - SRF Loan</i>						
Agreement Account		0.000%	12/22/10	On Demand	\$ 293,147	\$ 293,147
Agreement Account - Reserve Fund		0.000%	12/22/10	On Demand	\$ 604,381	\$ 604,381
<i>2013-1 Mossdale Village</i>						
2013-1 Refunding Improvement Bonds		0.000%	10/01/13	On Demand	\$ 91	\$ 91
2013-1 Refunding Improvement Bonds		0.000%	10/01/13	On Demand	\$ 955,078	\$ 955,078
<i>2013-1 Special Tax Bonds</i>						
2013-1 Mossdale Special Tax		0.000%	10/01/13	On Demand	\$ 55	\$ 55
2013-1 Mossdale Special Tax		0.000%	10/01/13	On Demand	\$ 265,093	\$ 265,093
2013-1 Mossdale Special Tax		0.000%	10/01/13	On Demand	\$ 75	\$ 75
<i>2015 Crossroads Series B</i>						
2015 Crossroads Series B - LOIB RDP		0.000%	09/01/15	On Demand	\$ 114	\$ 114
2015 Crossroads Series B - LOIB Reserve		0.000%	09/01/15	On Demand	\$ 748,255	\$ 748,255
2015 Crossroads Series B - Improvements		0.000%	09/01/15	On Demand	\$ 83,275	\$ 83,275
2015 Crossroads Series B - COI Custodian Agreement		0.000%	9/1/15	On Demand	\$ -	\$ -
Total Investments Held by Trustee - Union Bank					\$ 4,010,541	\$ 4,010,541
Investments Held by BBVA Compass Bank by Account						
<i>2012 Water Loan (Refunding of 2000 Water COPs)</i>						
Certificate of Deposit - Reserve Fund		0.090%	5/22/19	5/21/21	\$ 489,483	\$ 489,483
Total Investments Held by Trustee -BBVA Compass Bank					\$ 489,483	\$ 489,483

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of June 30, 2019

Investment Description	CUSIP	Current Yield	Purchase	Maturity Date	Value	Recorded Value
Investments Held by UMB Bank by Account						
<i>2006-1 Central Lathrop Phase I Infrastructure CFD</i>						
Special Tax Fund		0.000%	09/12/06	On Demand	\$ 2,787	\$ 2,787
Interest Fund		0.000%	09/12/06	On Demand	\$ 1	\$ 1
TTEE Fee & Comp Exp		0.002%	09/12/06	On Demand	\$ 4,056	\$ 4,056
Reserve Fund		0.000%	09/12/06	On Demand	\$ 0	\$ 0
Improvement Fund		0.000%	09/12/06	On Demand	\$ 51	\$ 51
<i>2018-1 Central Lathrop CFD</i>						
Improvement Area 1 - Admin Expense Reserve Fund		0.000%	02/01/19	On Demand	\$ 40,000	\$ 40,000
Other Improvement Areas - Admin Expense Reserve Fund		0.000%	02/01/19	On Demand	\$ 160,000	\$ 160,000
Improvement Area 1 - Interest Account		0.000%	02/01/19	On Demand	\$ 481,380	\$ 481,380
Improvement Area 1 - Admin Expense Account		0.000%	02/01/19	On Demand	\$ 11,913	\$ 11,913
Improvement Area 2 - Interest Account		0.000%	02/01/19	On Demand	\$ 301,644	\$ 301,644
Improvement Area 2 - Admin Expense Account		0.000%	02/01/19	On Demand	\$ 11,089	\$ 11,089
Improvement Area 3 - Interest Account		0.000%	02/01/19	On Demand	\$ 595,662	\$ 595,662
Improvement Area 3 - Admin Expense Account		0.000%	02/01/19	On Demand	\$ 11,159	\$ 11,159
Improvement Area 4 - Interest Account		0.000%	02/01/19	On Demand	\$ 208,546	\$ 208,546
Improvement Area 4 - Admin Expense Account		0.000%	02/01/19	On Demand	\$ 11,679	\$ 11,679
Improvement Area 5 - Interest Account		0.000%	02/01/19	On Demand	\$ 151,440	\$ 151,440
Improvement Area 5 - Admin Expense Account		0.000%	02/01/19	On Demand	\$ 12,068	\$ 12,068
<i>2018-2 Central Lathrop CFD</i>						
Special Tax Fund		0.000%	2/1/19	On Demand	\$ 2,110,537	\$ 2,110,537
Total Investments Held by Trustee - UMB Bank					\$ 4,114,012	\$ 4,114,012
Investments Held by San Joaquin County by Account						
<i>Sanitary Sewer Assessment District #1</i>						
Pooled Funds - Redemption Account		0.260%	10/1/87	On Demand	\$ 353,265	\$ 353,265
Total Investments Held by Trustee -San Joaquin County					\$ 353,265	\$ 353,265

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of June 30, 2019

Investment Description	CUSIP	Current Yield	Purchase	Maturity Date	Value	Recorded Value
Investments Held by PFM Asset Management by Account						
<i>PFM Asset Management</i>						
Money Market Fund		0.000%	05/28/15	05/28/15	\$ 19,719	\$ 19,719
US Treasury Bond / Note						
US Treasury Notes	912828W22	1.38%	02/15/17	02/15/20	\$ 69,699	\$ 69,699
US Treasury Notes	912828J84	1.38%	03/31/15	03/31/20	\$ 1,194,140	\$ 1,194,140
US Treasury Notes	912828K58	1.38%	04/30/15	04/30/20	\$ 994,727	\$ 994,727
US Treasury Notes	912828XE5	1.50%	06/01/15	05/31/20	\$ 423,041	\$ 423,041
US Treasury Notes	912828XH8	1.63%	06/30/15	06/30/20	\$ 1,519,996	\$ 1,519,996
US Treasury Notes	912828XM7	1.63%	07/31/15	07/31/20	\$ 747,510	\$ 747,510
US Treasury Notes	912828L32	1.38%	08/31/15	08/31/20	\$ 1,043,519	\$ 1,043,519
US Treasury Notes	912828L99	1.38%	10/31/15	10/31/20	\$ 1,043,192	\$ 1,043,192
US Treasury Notes	912828M98	1.63%	11/30/15	11/30/20	\$ 598,102	\$ 598,102
US Treasury Notes	912828N48	1.75%	12/31/15	12/31/20	\$ 808,924	\$ 808,924
US Treasury Notes	912828N48	1.75%	12/31/15	12/31/20	\$ 1,148,473	\$ 1,148,473
US Treasury Notes	912828N89	1.38%	01/31/16	01/31/21	\$ 496,485	\$ 496,485
US Treasury Notes	912828N89	1.38%	01/31/16	01/31/21	\$ 680,184	\$ 680,184
US Treasury N/B Notes	9128283X6	2.25%	02/01/18	02/15/21	\$ 619,180	\$ 619,180
US Treasury Notes	912828C57	2.25%	03/31/14	03/31/21	\$ 478,692	\$ 478,692
US Treasury Notes	912828C57	2.25%	03/31/14	03/31/21	\$ 579,469	\$ 579,469
US Treasury Notes	912828WG1	2.25%	04/30/14	01/00/00	\$ 1,109,238	\$ 1,109,238
US Treasury Notes	912828WN6	2.00%	06/02/14	05/31/21	\$ 652,793	\$ 652,793
US Treasury Notes	912828WR7	2.13%	06/30/14	06/30/21	\$ 1,082,727	\$ 1,082,727
US Treasury Notes	9128284W7	2.75%	08/15/18	08/15/21	\$ 1,020,664	\$ 1,020,664
US Treasury Notes	912828D72	2.00%	09/02/14	08/31/21	\$ 1,105,843	\$ 1,105,843
US Treasury N/B	9128285A4	2.75%	09/17/18	09/15/21	\$ 511,094	\$ 511,094

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of June 30, 2019

Investment Description	CUSIP	Current Yield	Purchase	Maturity Date	Value	Recorded Value
US Treasury Notes	9128285L0	2.88%	11/15/18	11/15/21	\$ 769,746	\$ 769,746
US Treasury Notes	9128285V8	2.50%	01/15/19	01/15/22	\$ 764,180	\$ 764,180
US Treasury Notes	9128285V8	2.50%	01/15/19	01/15/22	\$ 764,180	\$ 764,180
US Treasury Notes	912828V72	1.88%	01/31/17	01/31/22	\$ 2,257,911	\$ 2,257,911
US Treasury Notes	9128286C9	2.50%	02/15/19	02/15/22	\$ 1,096,122	\$ 1,096,122
US Treasury Notes	912828W55	1.88%	02/28/17	02/28/22	\$ 301,113	\$ 301,113
US Treasury Notes	9128286M7	2.25%	04/15/19	04/15/22	\$ 760,577	\$ 760,577
US Treasury Notes	912828WZ9	1.75%	04/30/15	04/30/22	\$ 1,000,859	\$ 1,000,859
US Treasury Notes	9128282P4	1.88%	07/31/17	07/31/22	\$ 1,130,054	\$ 1,130,054
US Treasury Subtotal:					\$ 26,772,433	\$ 26,772,433
Supra-national Agency Bond / Note						
Int'l BK Recon & Develop SN Note	459058GU1	2.125%	5/29/19	07/01/22	\$ 304,057	\$ 304,057
Supra-National Agency Subtotal					\$ 304,057	\$ 304,057
Federal Agency Bond/Note						
Freddie Mac Notes	3134GTBJ1	2.60%	04/01/19	07/01/19	\$ 325,000	\$ 325,000
FNMA Notes	3135G0T29	1.50%	02/28/17	02/28/20	\$ 298,847	\$ 298,847
FHLMC Agency Notes	3137EAEF2	1.38%	04/20/17	04/20/20	\$ 497,461	\$ 497,461
Freddie Mac Notes	3134GTBJ1	2.60%	04/01/19	04/01/21	\$ -	\$ -
Fannie Mae Notes	3135G0U35	2.75%	06/25/18	06/22/21	\$ 453,035	\$ 453,035
Federal Home Loan Banks Agcy	3130AGLD5	1.88%	06/07/19	07/07/21	\$ 240,227	\$ 240,227
Federal Home Loan Banks Agcy	313AEXV7	3.00%	09/20/18	09/20/21	\$ 450,614	\$ 450,614
Federal Home Loan Banks Agcy	3130AF5B9	3.00%	10/12/18	10/12/21	\$ 436,320	\$ 436,320
Fannie Mae Notes	3135G0U92	2.65%	01/11/19	01/11/22	\$ 306,230	\$ 306,230
Fannie Mae Notes	3135G0U92	2.65%	01/11/19	01/11/22	\$ 306,230	\$ 306,230
FHLD (Callable) Notes	3130AGD36	2.70%	04/29/19	04/29/22	\$ 300,503	\$ 300,503
Federal Home Loan Banks Agcy	313379O69	2.13%	06/01/12	06/10/22	\$ 630,438	\$ 630,438
Federal Agency Subtotal:					\$ 4,244,907	\$ 4,244,907
Interest						
Accrued Interest					\$ 152,977	\$ 152,977
 Total Investments Held by Trustee -PFM Asset Management					\$ 31,494,093	\$ 31,494,093
Total Investments Held by Trustees					\$ 40,461,393	\$ 40,461,393

* Investments made per CLSP Bond Indenture

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**CITY MANAGER'S REPORT
SEPTEMBER 9, 2019 CITY COUNCIL REGULAR MEETING**

ITEM: **SECOND READING AND ADOPTION OF ORDINANCE 19-406 AMENDING TITLE 2, CHAPTER 2.36 PURCHASING SYSTEM AND TITLE 3, CHAPTER 3.30 INFORMAL BIDDING OF THE LATHROP MUNICIPAL CODE TO UPDATE THE CHAPTERS IN ACCORDANCE WITH THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT**

RECOMMENDATION: **Second Reading and Adoption of Ordinance No. 19-406 Amending Title 2, Chapter 2.36 Purchasing System and Title 3, Chapter 3.30 Informal Bidding of the Lathrop Municipal Code to Update the Chapters in Accordance with the California Uniform Public Construction Cost Accounting Act**

RECOMMENDED ACTION:

The City Council to conduct second reading and adopt Ordinance 19-406 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 2, CHAPTER 2.36 PURCHASING SYSTEM AND TITLE 3, CHAPTER 3.30 INFORMAL BIDDING OF THE LATHROP MUNICIPAL CODE TO UPDATE THE CHAPTERS IN ACCORDANCE WITH THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

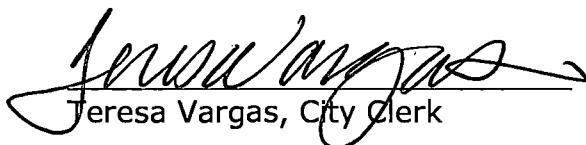
SUMMARY:

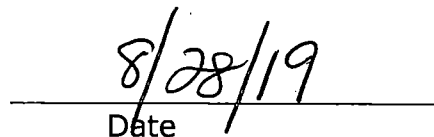
On August 12, 2019, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

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

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:


Teresa Vargas, City Clerk


Date

ORDINANCE NO. 19-406

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 2, CHAPTER 2.36 PURCHASING SYSTEM AND TITLE 3, CHAPTER 3.30 INFORMAL BIDDING OF THE LATHROP MUNICIPAL CODE TO UPDATE THE CHAPTERS IN ACCORDANCE WITH THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

WHEREAS, on November 28, 2006, the City Council elected to become subject to the State of California's Uniform Public Construction Cost Accounting Procedures set forth in the Uniform Public Construction Cost Accounting Act; and

WHEREAS, on December 5, 2006, the City Council adopted Ordinance 06-264 adding Chapter 3.30 Informal Bidding to the Lathrop Municipal Code (LMC); and

WHEREAS, Chapter 3.30 allows City employees to perform public project work under \$30,000 without a formal bidding requirement and established informal bidding procedures for public project work between \$30,000 and \$125,000 in accordance with the Uniform Public Construction Cost Accounting Act; and

WHEREAS, the state has since increased the limits allowing City employees to perform public project work under \$60,000 without formal bidding requirement and allowing for informal bidding procedures for contracting public project work between \$60,000 and \$200,000; and

WHEREAS, staff requests City Council consider amending LMC Chapter 3.30 Informal Bidding to update these limits in accordance with the current State of California's Uniform Public Construction Cost Accounting Procedures of \$60,000 and \$200,000 to take advantage of the higher informal bidding thresholds; and

WHEREAS, Chapter 2.36 Purchasing System of the LMC does not reference the alternative Informal Bidding process of Chapter 3.30 and therefore staff recommends amending Chapter 2.36 Purchasing System to reference Chapter 3.30.

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.

Chapter 2.36 PURCHASING SYSTEM

2.36.050 Purchase procedure limits.

A. General. Except as otherwise provided for "Public Project" contracts defined in Chapter 3.30, the following purchase procedure limits shall apply for the purchase of any supplies, equipment and/or services, as the case may be, pursuant to the procedure described in this chapter.

AB. No Purchase Order Required Procedure. For the purchase of any covered supplies, equipment, and/or services with a purchase price of two thousand four hundred ninety-nine dollars and ninety-nine cents (\$2,499.99) or less, exclusive of sales tax, use tax, shipping, handling or delivery charges, department heads may exercise discretion in selecting and purchasing such supplies, equipment and/or services. Purchases falling within this subsection shall not be required to obtain a purchase order, as described in section 2.36.070.

BC. Verbal Quotation Procedure. For the purchase of any covered supplies, equipment, and/or services with a purchase price, exclusive of sales tax, use tax, shipping, handling or delivery charges between two thousand five hundred dollars (\$2,500.00) to four thousand nine hundred ninety-nine dollars and ninety-nine cents (\$4,999.99), department heads shall obtain verbal (or written) quotations from three vendors. The department head shall then review the quotations, make a selection, and attach copies of any written quotations to the purchase order form, as described in Section 2.36.070.

CD. Written Quotation Procedure. For the purchase of any covered supplies, equipment, and/or services with a purchase price, exclusive of sales tax, use tax, shipping, handling or delivery charges from five thousand (\$5,000.00) to seventy-five thousand dollars (\$75,000.00). Department heads shall then review the quotations, make a selection, and attach copies of the written quotations to the purchase order form, as described in Section 2.36.070.

2.36.060 Formal bidding procedures.

A. General. Except as otherwise provided by this chapter or in ~~Section 2.36.090~~ Chapter 3.30, purchases and contracts for supplies, services, equipment, and sale of personal property of estimated value of seventy-five thousand (\$75,000.00) dollars or more shall be by written contract with the lowest or highest responsible bidder, as the case may be, pursuant to the procedure described in this chapter.

Chapter 3.30 INFORMAL BIDDING

3.30.010 Application.

Contracts for work of ~~one two~~ two hundred ~~twenty-five~~ thousand dollars (~~\$200,000.00~~\$125,000.00) or less shall be governed by the Uniform Public Construction Cost Accounting Act, Division 2, Part 3, Chapter 2, of the Public Contract Code, Section 22000 et seq. and this chapter of the Lathrop Municipal Code.

3.30.030 Work of \$60,000.00 ~~\$45,000.00~~ or less.

Pursuant to Public Contract Code Sections 220033 and 22032, any work as defined in this chapter, of ~~forty-five~~ sixty thousand dollars (~~\$60,000.00~~\$45,000.00) or less may be performed by the employees of the city by force account, by negotiated contract, or by purchase order.

3.30.040 Informal bidding procedures.

Any work, as defined in this chapter, of ~~one two hundred twenty-five thousand~~ dollars (~~\$200,000.00~~~~\$125,000.00~~) or less may be contracted for by the informal bidding procedures set forth in this chapter.

3.30.060 Notice inviting informal bids.

Where work subject to the provisions of this chapter is to be performed and the work does not meet the criteria set forth in Section 3.30.030 of this chapter, or informal bidding is desired, a notice inviting informal bids shall be mailed, faxed, or emailed to all contractors for the category of work to be bid, shown on the contractor's list, ~~and/or~~ to all appropriate construction trade journals as specified by the commission or both. Additional contractors and/or construction trade journals may be notified at the city's discretion. If there is no contractor's list for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the commission. If the product or service required to be performed is, in the discretion of the city's director of public works, determined to be proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

3.30.070 Mailing, Faxing, or Emailing of notices inviting informal bids and project description.

The mailing, faxing, or emailing of notices to contractors and/or construction trade journals pursuant to Section 3.30.060 of this chapter shall be completed not less than ten (10) calendar days before bids are due. The notice inviting bids shall: (1) describe the work in general terms; (2) explain how more detailed information about the proposed work may be obtained; and (3) state the time, date, and location for the submission of bids.

3.30.090 Bids received in excess of \$200,000.00~~\$125,000.00~~.

If all bids received are in excess of ~~one two hundred twenty-five thousand~~ dollars (~~\$200,000.00~~~~\$125,000.00~~), the city council may, by passage of resolution by a four-fifths vote, award the contract for ~~one two hundred thirty-seven~~ twelve thousand five hundred dollars (~~\$212,500.00~~~~\$137,500.00~~), or less, to the lowest responsible bidder, if the city council determines that the cost estimate was reasonable.

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

THIS ORDINANCE was regularly introduced at a regular meeting of the City Council of the City of Lathrop on the 12th day of August 2019, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the 9th day of September 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

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**CITY MANAGER'S REPORT
SEPTEMBER 9, 2019 CITY COUNCIL REGULAR MEETING**

ITEM: **SECOND READING AND ADOPTION OF ORDINANCE
19-407 AMENDING TITLE 3, CHAPTER 3.32 COUNTY
FACILITY FEE, SECTION 3.32.150 SUNSET CLAUSE**

RECOMMENDATION: **Second Reading and Adoption of Ordinance No. 19-407 Amending Title 3, Chapter 3.32 County Capital Facility Fees, Section 3.32.150 Sunset Clause of the Lathrop Municipal Code to Remove the Sunset Clause of the County Facilities Fee Program**

RECOMMENDED ACTION:

The City Council to conduct second reading and adopt Ordinance 19-407 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING
TITLE 3, CHAPTER 3.32 COUNTY CAPITAL FACILITY FEE, SECTION 3.32.150
SUNSET CLAUSE OF THE LATHROP MUNICIPAL CODE TO REMOVE THE
SUNSET CLAUSE OF THE COUNTY FACILITIES FEE PROGRAM

SUMMARY:

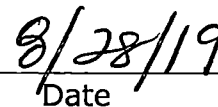
On August 12, 2019, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

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

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:


Teresa Vargas, City Clerk


Date

ORDINANCE NO. 19-407

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 3, CHAPTER 3.32 COUNTY CAPITAL FACILITY FEE, SECTION 3.32.150 SUNSET CLAUSE OF THE LATHROP MUNICIPAL CODE TO REMOVE THE SUNSET CLAUSE OF THE COUNTY FACILITIES FEE PROGRAM

WHEREAS, on November 5, 2012, City Council extended the sunset of the County Facilities Fee Program through July 1, 2019; and

WHEREAS, the County Facilities Fee Program was adopted by resolution of the County (Ord. 4252 § 1, 2005) without a sunset clause; and

WHEREAS, staff recommends removal of LMC § 3.32.150 Sunset Clause provision to allow consistency with the County's adopted ordinance for the County Facilities Fee Program;

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF LATHROP HEREBY ORDAIN AS FOLLOWS:

Section 1. Revise CMC 3.32.150 as follows:

~~Section 3.32.150~~

~~This Chapter shall be of no further force or effect after July 1, 2019.~~

Section 2. Duty of Care. 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 provisions of this ordinance or application thereof to any person or circumstances are held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The city council hereby declares that it would have adopted this ordinance irrespective of the validity of any particular portions thereof.

Section 4. Effective Date. This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

Section 5. Publication. 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.

THIS ORDINANCE was regularly introduced at a regular meeting of the City Council of the City of Lathrop on the 12th day of August 2019, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the 9th day of September 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

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ITEM 4.6

**CITY MANAGER'S REPORT
SEPTEMBER 9, 2019 CITY COUNCIL REGULAR MEETING**

ITEM: **SECOND READING AND ADOPTION OF ORDINANCE
19-408 ADOPTING MUNICIPAL CODE TEXT
AMENDMENT NO. TA-19-78**

RECOMMENDATION: **Second Reading and Adoption of Ordinance No. 19-408 Amending Title 17 of the Lathrop Municipal Code by Adding Chapter 17.13 to Allow the Creation of Easements by Covenant**

RECOMMENDED ACTION:

The City Council to conduct second reading and adopt Ordinance 19-408 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AMEND
TITLE 17 OF THE LATHROP MUNICIPAL CODE BY ADDING A NEW CHAPTER
17.13 TO ALLOW THE CREATION OF EASEMENTS BY COVENANT

SUMMARY:

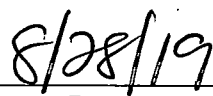
On August 12, 2019, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

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

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:


Teresa Vargas, City Clerk


Date

ORDINANCE NO. 19-408

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AMEND TITLE 17 OF THE LATHROP MUNICIPAL CODE BY ADDING A NEW CHAPTER 17.13 TO ALLOW THE CREATION OF EASEMENTS BY COVENANT

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing at a regular meeting on July 17, 2019, at which they adopted PC Resolution No. 19-8 recommending the City Council adopt Municipal Code Text Amendment No. TA-19-78 pursuant to the Lathrop Municipal Code; and

WHEREAS, the City of Lathrop City Council held a duly noticed public hearing at a regular meeting on August 12, 2019 to review and consider the Municipal Code Amendment; and

WHEREAS, the proposed code amendment is Citywide and affects all applicable properties in the City; and

WHEREAS, the City of Lathrop desires to protect the interest of future property owners by requiring easements, when necessary to provide for access, parking (ingress, egress, or emergency access), light and/or air access, signage, landscaping, and/or open space purposes; and

WHEREAS, Government Code sections 65870-65875 allow for the creation of easements on properties held by a common owner whenever the local agency passes a local enabling ordinance that allows creation of easements for properties held in common ownership by covenant; and

WHEREAS, Chapter 17.124 of the Lathrop Municipal Code mandates the transmittal of a Planning Commission recommendation to the City Council by resolution; and

WHEREAS, the proposed code amendment is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061 by the "General Rule" that CEQA applies only to projects that have a potential for causing a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment; and

WHEREAS, the City Council finds that the proposed code amendment is consistent with applicable provisions of the Lathrop General Plan and will implement the City's Economic Development goals by providing streamline procedures and incorporate updated policies; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby approve Municipal Code Amendment as shown on Attachment "2", incorporated by reference herein.

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

Section 1. The Lathrop Municipal Code is hereby amended as shown in Attachment "2", incorporated by reference herein.

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 regular meeting of the City Council of the City of Lathrop on the 12th day of August 2019, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the 9th day of September 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

17.13.010 - Purpose.

This chapter provides procedures for the creation of easements through the execution and recordation of covenants, pursuant to California Government Code Sections 65870 to 65875.

17.13.020 - Applicability.

- A. This chapter shall apply to all development projects approved by the city, and acts independently from any other authority or method for the city to require an easement.
- B. The provisions of this chapter shall only apply when the covenant for easement is for:
 - 1. Parking;
 - 2. Ingress, egress;
 - 3. Emergency access;
 - 4. Light or air access;
 - 5. Landscaping;
 - 6. Open space purposes.
- C. At the time of recording the covenant of easement, all the real property benefited or burdened by said covenant shall be in common ownership.

17.13.030 - Preparation of covenant.

- A. Whenever a covenant of easement is required, the covenant shall be either:
 - 1. In a form and manner approved by the City Attorney based upon the advice of the City Engineer and Community Development Director; or,
 - 2. Whenever the City Attorney prepares a covenant of easement, the city shall be entitled to reimbursement from the applicant for all associated costs.

17.13.040 - Content of covenant.

A covenant of easement required by this chapter shall contain, at a minimum, the following elements:

- A. Identification of the owner or owners of the real property to be burdened, including a statement that both the burdened and benefited parcels are under common ownership.
- B. A consent to the covenant of easement and its recording by the record owner or owners to the covenant.
- C. Identification and legal description of the real property to be benefited and to be burdened by the covenant.
- D. A statement that said covenant shall act as an easement pursuant to Chapter 3 (commencing with Section 801) of Title 2 of Part 2 of Division 2 of the California Civil Code, including an express statement that the easement and covenant of easement shall not merge into any other interest in real property pursuant to California Government Code Section 65871(b).
- E. A statement that the covenant of easement shall run with the land, be binding upon all successors in interest to the burdened real property, inure to all successors in interest to the real property benefited, and be subject to California Civil Code Section 1104.
- F. A statement of the purpose of the easement (i.e. for access, parking, etc.).

- G. Identification of the approval, permit, or designation granted which required the covenant.
- H. A statement identifying the Lathrop Municipal Code section which sets forth the procedure for release of the covenant.

17.13.050 – Reviewing authority.

- A. The Community Development Director or the City Manager's designee may accept an easement on behalf of the City when such an easement is required as a condition of a land use approval, permit or designation pursuant to this title.

17.13.060 - Release of covenant.

- A. Pursuant to and in accordance with the provisions hereinafter set forth in this part, the Planning Commission and the City Council, on appeal from a decision of the Planning Commission, may approve and authorize recordation of a release of a covenant of easement.

17.13.070 - Petition of release.

- A. Any person may request that the city make a determination as to whether the restriction imposed by the covenant of easement is still necessary to achieve the city's land use goals. The determination of the need for the covenant of easement shall be made by the Planning Commission. A person shall be entitled to only one such determination in any twelve (12) month period.
- B. The petition for release of a covenant of easement shall be filed in writing with the Community Development Department. The application shall include a fee as set by City Council resolution.

17.13.080 – Hearing by the Planning Commission.

- A. Upon receipt of a completed application, the Community Development Director shall set the matter for public hearing before the Planning Commission, in a manner consistent with Chapter 17.124.040 (Notice of Public Hearing).
- B. At the conclusion of the public hearing, the Planning Commission shall determine and make a finding, based upon substantial evidence in the record, whether or not the restriction imposed by the covenant of easement is still necessary to achieve the land use goals of the city. If the Planning Commission determines that the covenant for easement is still required, the Planning Commission shall, by resolution, determine that the need still exists.
- C. If the Planning Commission finds that the covenant of easement is no longer necessary, the City shall record a release of the covenant of easement in the office of the San Joaquin County Recorder's Office.

17.13.090 – Appeal to City Council.

- A. The Planning Commission action on the continuing need for the covenant of easement is subject to appeal to the City Council by following the procedure set forth in Chapter 17.125 (Appeals).
- B. The City Council's determination shall be final and conclusive.

ITEM 4.7

CITY MANAGER'S REPORT SEPTEMBER 9, 2019 REGULAR CITY COUNCIL MEETING

ITEM: **RESOLUTION DECLARING ONE MOTORCYCLE, FIVE VEHICLES, AND VARIOUS VEHICLE COMPONENTS AS SURPLUS PROPERTY AND AUTHORIZING DISPOSAL BY AUCTION, RECYCLE, OR DONATION**

RECOMMENDATION: **Adopt Resolution Declaring One Motorcycle, Five Vehicles, and Various Vehicle Components as Surplus Property and Authorizing Disposal By Auction, Recycle, or Donation**

SUMMARY:

The City's Police Services Division has one motorcycle, five vehicles, and various vehicle components that have reached their useful life or the cost of repairs exceeds their value. Staff recommends that the items be declared as surplus.

The motorcycle and vehicles have been replaced and are taking up space and staff recommends that they be sold at auction. Staff further recommends that various vehicle components, including light bars and audio/video equipment be recycled or donated to San Joaquin County Sheriff's Office to be used for law enforcement purposes.

BACKGROUND:

The City of Lathrop updated its policy regarding disposition of surplus property on December 1, 2014 pursuant to Resolution 15-3976 and recommends that one motorcycle, five vehicles, and various vehicle components, as listed below, be declared as surplus in accordance with this policy.

<u>Unit</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>
*14-358	2014	Chev	Caprice	6G3NS5R2XEL953695
*14-359	2014	Chev	Caprice	6G3NS5R26EL953838
*14-361	2014	Chev	Caprice	6G3NS5R2XEL931146
*14-364	2014	Chev	Caprice	6G3NS5R28EL926494
07-904	2007	Dodge	Charger	2B3KA43G37H808386
16-923	2016	BMW	R 1200 RTP	WB10A1309GZ196425

Vehicle Components

*Per vehicle: 2 Cameras, cabin microphone, wireless microphone
Touch Screen Monitor (1)
Watchguard system (1)
Watchguard monitors (2)
Other attached components (lights, light bars, etc.)

The above listed items have reached their useful life or the cost of repairs exceeds their value.

**CITY MANAGER'S REPORT
SEPTEMBER 9, 2019 REGULAR CITY COUNCIL MEETING
RESOLUTION DECLARING ONE MOTORCYCLE, FIVE VEHICLES, AND
VARIOUS VEHICLE COMPONENTS SURPLUS PROPERTY**

PAGE 2

According to City policy, if the market value of 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. It has been determined that the motorcycle and vehicles could have a combined value greater than \$5,000 but the vehicle components do not.

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. Lathrop Police Services staff has gathered a list of surplus police vehicles and vehicle components, which are ready to be declared as surplus.

FISCAL IMPACT:

Any net revenues from the sale of the surplus items will be returned to the City's general fund account 1010-40-10-363-01-00.

ATTACHMENTS:

- A. Resolution Declaring One Motorcycle, Five Vehicles, and Various Vehicle Components as Surplus Property and Authorizing Disposal by Auction, Recycle, or Donation

CITY MANAGER'S REPORT

PAGE 3

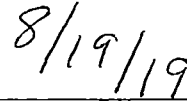
SEPTEMBER 9, 2019 REGULAR CITY COUNCIL MEETING

**RESOLUTION DECLARING ONE MOTORCYCLE, FIVE VEHICLES, AND
VARIOUS VEHICLE COMPONENTS SURPLUS PROPERTY**

APPROVALS:



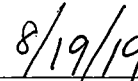
Carole Terras
Police Services Manager



Date



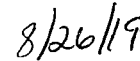
Ryan Beidermann
Chief of Police



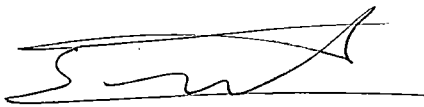
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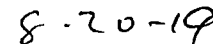
Cari James
Director of Finance



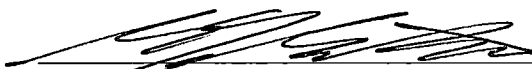
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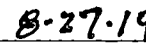
Salvador Navarrete
City Attorney



Date



Stephen Salvatore
City Manager



Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP DECLARING ONE MOTORCYCLE, FIVE VEHICLES, AND VARIOUS VEHICLE COMPONENTS SURPLUS PROPERTY AND AUTHORIZING DISPOSAL BY AUCTION, RECYCLE, OR DONATION

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 one motorcycle, five vehicles, and various vehicle components from Police Services 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 equipment in which are to be auctioned; and

<u>Unit</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>
*14-358	2014	Chev	Caprice	6G3NS5R2XEL953695
*14-359	2014	Chev	Caprice	6G3NS5R26EL953838
*14-361	2014	Chev	Caprice	6G3NS5R2XEL931146
*14-364	2014	Chev	Caprice	6G3NS5R28EL926494
07-904	2007	Dodge	Charger	2B3KA43G37H808386
16-923	2016	BMW	R 1200 RTP	WB10A1309GZ196425

Vehicle Components

*Per vehicle: 2 cameras, cabin microphone, wireless microphone
Touch screen monitor (1)
Watchguard system (1)
Watchguard monitors (2)
Other attached components (lights, light bars, etc.)

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby declare the above listed motorcycle, vehicles, and vehicle components to be surplus and authorizes the surplus motorcycle and vehicles to be sold by auction and the surplus vehicle components to be recycled or donated.

The foregoing resolution was passed and adopted this 9th day of September, 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

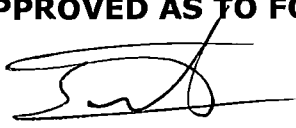
ABSTAIN:

SONNY DHALIWAL, MAYOR

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

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ITEM: **APPROVE PROFESSIONAL SERVICES AGREEMENT FOR SOFTWARE IMPLEMENTATION, HARDWARE, AND SOFTWARE LICENSES WITH TYLER TECHNOLOGIES, INC**

RECOMMENDATION: **Adopt a Resolution Approving :**

- **Agreement with Tyler Technologies, Inc. for Energov Software Implementation Services**
- **Purchase of Hardware and Software Licenses**
- **Creation of CIP GG20-15 for Energov Development Services Module**
- **Related Budget Amendment**

SUMMARY:

Since 2012, the City has been utilizing New World Systems (NWS) Enterprise Resource Planning (ERP) software for various functions including Financial Management, Human Resources, Utility Management, and Community Development. In 2015, Tyler Technologies acquired NWS. Tyler Technologies is an open architecture system, which allows integration of various software solutions.

The City's Planning, Building, Public Works, and Code Compliance divisions are the main users of the NWS Community Development module. Permits, Inspections, and Code Enforcement tracking are some of the routine tasks performed through the NWS Community Development module. Staff currently rely on various manual processes, developed and maintained by employees, to complete tasks and provide adequate support to our development driven services. With the amount of future development activity projected, the City needs a system with greater functionalities that are able to support, standardize, and streamline the day-to-day development process.

In an effort to improve and automate current processes, increase productivity, and enhance online services, Staff recommends upgrading the City's current NWS software to Tyler Technologies, Inc. Energov Software. Energov will automate inspections with the use of tablets for building and construction inspectors, allow plan checks to be submitted electronically, which will reduce approvals to a few days as opposed to weeks, eliminate paper submission of plans and allow customers to schedule inspections and pay for business licenses online.

Staff researched various Development Service software options and Tyler Technologies, Inc. Energov software was highly recommended. The new software will include enhanced functionalities to Parcel Management, Business Licensing, Permits, Inspections, Project Planning, and Code Enforcement. In addition, hardware (e.g.: tablets and servers) and software licenses will be purchased to integrate Energov's enhanced online service capabilities.

SEPTEMBER 9, 2019 CITY COUNCIL REGULAR MEETING**APPROVE PROFESSIONAL SERVICES AGREEMENT FOR SOFTWARE IMPLEMENTATION, HARDWARE AND SOFTWARE LICENSES WITH TYLER TECHNOLOGIES, INC AND THE CREATION OF CIP20-15 AND RELATED BUDGET AMENDMENT**

The cost for the proposed Energov software including implementation, hardware and software licenses, and first year maintenance is \$345,000.

Staff recommends Council consider the creation of CIP GG20-15 for Energov Development Services Module, and approve a budget amendment to allocate funding from the Equipment Replacement Reserves account for the purchase and implementation of Tyler Technologies, Inc Energov software, hardware, and applicable licenses.

BACKGROUND:

Currently, the City uses New World Systems (NWS) Enterprise Resource Planning (ERP) software for various functions including Financial Management, Human Resources, Utility Management, and Community Development. In 2015, Tyler Technologies acquired NWS. Tyler Technologies software is an open architecture system, which allows for integration of various software solutions.

Many City Divisions use the NWS Community Development module. The Planning, Building, Public Works, and Code Enforcement Division use it to issue permits, schedule and result inspections, and track code compliance infractions. The Finance Department uses it to issue and renew business licenses. The current module, however, does not allow the option to submit plans or result an inspection electronically or schedule an inspection or pay a business license online. In addition, staff currently rely on various manual processes, developed by employees, to maintain and track development activity.

With the amount of impending development, the City needs a system that will provide developers and citizens with a reasonable turnaround time for inspection and a plan review processes with electronic submissions and responses. The ability to submit plans and schedule inspections electronically will eliminate daily manual entry, which includes the creation, scheduling, tracking, and resulting of inspections. Furthermore, integrating the City's current processes and GIS system in a single software solution will create higher productivity and more efficient handling of data.

In an effort to streamline processes, increase productivity, and enhance online services, staff researched various enhanced Development Services software solutions, attended several software demonstrations, and consulted with various agencies using different software to compare functionalities and efficiencies. Staff received outstanding reviews from the Energov users on the performance of the software, increased level of productivity, and the flexibility of the enhanced online platform for citizens. Therefore, staff is recommending Tyler Technologies, Inc. Energov software to process Development Services activities. The software includes the following solutions:

SEPTEMBER 9, 2019 CITY COUNCIL REGULAR MEETING**APPROVE PROFESSIONAL SERVICES AGREEMENT FOR SOFTWARE IMPLEMENTATION, HARDWARE AND SOFTWARE LICENSES WITH TYLER TECHNOLOGIES, INC AND THE CREATION OF CIP20-15 AND RELATED BUDGET AMENDMENT**

- The ability to view real time information, retrieve information, and result an inspection while in the field will reduce the amount of time spent on daily manual entry of inspection results and eliminate unnecessary trips to the site and/or the office.
- Developers and citizens will have access to online plan submittal and inspection requests. The workflow features and online inspection scheduling will reduce paper consumption and provide a means for tracking status of any given items.
- The ability for electronic plan check review will expedite the review and approval process performed by City staff, contracted plan examiners, and customers.
- Integration with the City's Geographic Information System (GIS) will allow direct access to parcel data, sewer allocation, water allocations, and other parcel information.
- Energov integrates with the current New World System Finance module.

If the City Council approves the CIP GG20-15 authorizing the implementation of the Energov software, it is estimated that it will take approximately 18-months to fully transition to the new software.

Staff recommends the City Council to consider the creation of CIP GG20-15, and approve a budget amendment of \$345,000 to implement the Energov software and purchase hardware and software licenses. The funds are available in the Equipment Replacement Reserves account to support this project.

REASON FOR RECOMMENDATION:

Staff has researched various enhanced Development Services software solutions to streamline processes and recommends Tyler Technologies, Inc., Energov software.

SEPTEMBER 9, 2019 CITY COUNCIL REGULAR MEETING**APPROVE PROFESSIONAL SERVICES AGREEMENT FOR SOFTWARE IMPLEMENTATION, HARDWARE AND SOFTWARE LICENSES WITH TYLER TECHNOLOGIES, INC AND THE CREATION OF CIP20-15 AND RELATED BUDGET AMENDMENT****FISCAL IMPACT:**

The creation of CIP GG20-15 for the proposed Energov software including implementation services, hardware, software licenses, and first year annual maintenance fee would be approximately \$345,000.

Decrease (Equipment Replacement Reserves)		
1010-243-0000		\$345,000
Increase (Transfer Out)		
1010-99-00-990-90-10		\$345,000
Increase (Transfer In)		
3010-99-00-393-00-00	GG20-15	\$345,000
Increase (Expenditure)		
3010-80-00-420-5800	GG20-15	\$345,000

ATTACHMENTS:

- A. Resolution Approving a Professional Services Agreement with Tyler Technologies, Inc. for Energov Software Implementation Services, Purchase of Hardware and Software Licenses, Creation of CIP GG20-15 and Related Budget Amendment.
- B. Agreement – Tyler Technologies, Inc.

CITY MANAGER'S REPORT

PAGE 5

SEPTEMBER 9, 2019 CITY COUNCIL REGULAR MEETING

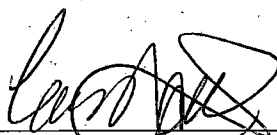
APPROVE PROFESSIONAL SERVICES AGREEMENT FOR SOFTWARE IMPLEMENTATION, HARDWARE AND SOFTWARE LICENSES WITH TYLER TECHNOLOGIES, INC AND THE CREATION OF CIP20-15 AND RELATED BUDGET AMENDMENT

APPROVALS:



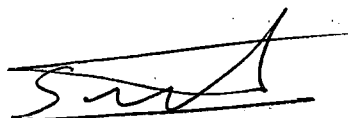
Tony Fernandes
Information Technologies Manager

8-22-19
Date



Cari James
Finance & Administrative Services
Director

8/20/19
Date



Salvador Navarrete
City Attorney

8-26-19
Date



Stephen Salvatore
City Manager

8-27-19
Date

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TYLER TECHNOLOGIES, INC FOR ENERGOV SOFTWARE IMPLEMENTATION SERVICES, PURCHASE OF HARDWARE AND SOFTWARE LICENSES, THE CREATION OF CIP GG20-15 FOR ENERGOV DEVELOPMENT SERVICES MODULE, AND RELATED BUDGET AMENDMENT

WHEREAS, the City has been utilizing New World Systems Enterprise Resource Planning (ERP) software for various functions including Financial Management, Human Resources, Utility Management, and Community Development; and

WHEREAS, Tyler Technologies acquired New World Systems; and

WHEREAS, the City's Planning, Building, Public Works, and Code Compliance divisions are the main users of the NWS Community Development module; and

WHEREAS, staff researched various Development Service software options and Tyler Technologies, Inc. Energov software was highly recommended; and

WHEREAS, the total cost for the proposed Energov software including implementation services, hardware and software licenses, and first year maintenance fee will not exceed \$345,000; and

WHEREAS, the new software will include enhanced functionalities to Parcel Management, Business Licensing, Permits, Inspections, Project Planning, and Code Enforcement; and

WHEREAS, the creation of CIP GG20-15 for Energov Development Services Module will be used for tracking and reporting purposes; and

WHEREAS, a \$345,000 budget amendment is required to fully fund the expense of the project; and

WHEREAS, the budget amendment requested has no impact to General Fund and will be funded from Equipment Replacement Reserves;

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Lathrop hereby approves an Agreement with Tyler Technologies, Inc. for Energov software implementation services and the purchase of hardware and software licenses; and

BE IT FURTHER RESOLVED, the City Council of the City of Lathrop approves the creation of CIP GG20-15 and the following budget amendment:

Decrease Equipment Replacement Reserves 1010-243-0000		\$345,000
Increase Transfer Out 1010-99-00-990-90-10		\$345,000
Increase Transfer In 3010-99-00-393-00-00	GG20-15	\$345,000
Increase Expenditures 3010-80-00-420-5800	GG20-15	\$345,000

The foregoing resolution was passed and adopted this 9th day of September, 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

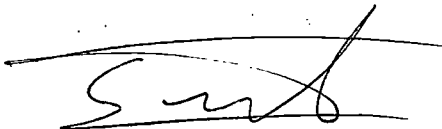
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

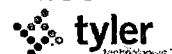
- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Lathrop, California.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.

- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
- 1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own

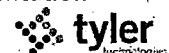


the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. **License Fees.** You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. **Escrow.** We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. **Limited Warranty.** We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. **Services.** We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. **Professional Services Fees.** You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. **Additional Services.** The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation



services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. **Third Party Hardware.** We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. **Third Party Software.** Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.



- 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
- 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
- 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described

above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. **Lack of Appropriations.** If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. **Force Majeure.** Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. **Intellectual Property Infringement Indemnification.**
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful

infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND



SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. **Force Majeure.** Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.
15. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute

resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to

the scope and circumstances of that cooperative procurement.

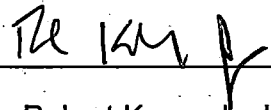
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Interactive Voice Response ("IVR")
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Lathrop

By: 

By: _____

Name: Robert Kennedy-Jensen

Name: _____

Title: Director of Contracts

Title: _____

Date: 8/16/19

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330-9358
Attn: _____



Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Tyler sales quotation to be inserted prior to Agreement execution.

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Prepared for: City of Lathrop 390 Towne Centre Dr Lathrop, CA 95330-9358

Quoted By: Terri Minter
 Effective Date: 4/17/2019
 Quote Expiration: 5/30/2019
 Quote Name: Lathrop -EnerGov, Cashiering & IVR
 Quote Number: QUO-46094-M8G3T9
 Quote Description: EnerGov with Discounts

Software / Related Services	License	Discount	License Total	Implementation	Days	Year 1 Maint
Tyler Cashiering - Software-B	\$6,000	\$0	\$6,000	\$3,825	3	\$1,080
EnerGov Permitting & Land Management Suite - Software-B (30 users)	\$45,000	\$18,000	\$27,000	\$19,125	15	\$8,100
EnerGov Licensing & Reg. Management Suite - Software-B (20 users)	\$30,000	\$12,000	\$18,000	\$19,125	15	\$5,400
EnerGov Citizen Self Service - PLM - Software-B	\$8,000	\$0	\$8,000	\$2,550	2	\$1,440
EnerGov Citizen Self Service - LRM - Software-B	\$8,000	\$0	\$8,000	\$2,550	2	\$1,440
ePortal: Tyler Incident Manager (TIM) and Click2Report	\$8,000	\$0	\$8,000	\$3,825	3	\$1,440
EnerGov e-Reviews - Software-B	\$15,000	\$0	\$15,000	\$5,100	4	\$2,700
EnerGov GIS - Site License - Software-B	\$17,500	\$0	\$17,500	\$1,275	1	\$3,150
EnerGov IG Workforce Apps - Software-B (10 users)	\$5,000	\$0	\$5,000	\$2,550	2	\$900
EnerGov IVR - Software	\$12,500	\$0	\$12,500	\$2,550	2	\$2,250
EnerGov Report Toolkit - Software-B	\$2,000	\$0	\$2,000			\$360
EnerGov Intelligent Objects Automation Implementation				\$12,750	10	
EnerGov PLM Forms Library (5 Forms)				\$2,400	1	
EnerGov LRM Forms Library (6 Forms)				\$1,200	1	
Energov - Permitting & Land Management, Conversion (From 3 sources: New World ERP, PermitSoft, HTE)				\$0		
Energov - Licensing & Regulatory Management, Conversion (From 3 sources: New World ERP, PermitSoft, HTE)				\$0		
Energov - Citizen Relationship Management, Conversion (From 3 sources: New World ERP, PermitSoft, HTE)				\$0		
Implementation Days (custom forms, custom reports or training services)				\$20,400	16	
EnerGov Project Manager Services				\$3,000		
Sub Totals	\$157,000	\$30,000	\$127,000	\$102,225	77	\$28,260

Summary	One Time Fees	Recurring Fees
Total Software	\$127,000	\$28,260
Total Services	\$102,225	
Contract Total (Excluding Estimated Travel Expenses)	\$257,485	
Estimated Travel Expenses <i>16 Trips @ \$2,000/each -Includes airfare, car rental, hotel accommodations and per diem.</i>	\$32,000	

Footnotes

All primary values quoted in US Dollars

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

The costs provided in this proposal are based on all of the proposed products and services being obtained from Tyler Technologies. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust its prices accordingly.

Travel and expenses are not included under Total Services as they are billed at actual cost. A separate line item above "Estimated Travel Expenses", shows Tyler's estimate for travel and living expenses for the scope of this project. That estimate is based upon \$2,000 per trip, which may include airfare, hotel, per diem, car rental, and gas). All travel and living expenses will be billed on a weekly basis, but only as incurred.

Prices assumes that all software proposed is licensed.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

e-Planning requires BlueBeam Revu or Adobe Acrobat Pro.

EnerGov can utilize both Crystal Reports and SSRS for creating custom reports and forms. If using Crystal, SAP Business Objects... is required. If using SSRS, then SSRS Report Builder license is required.



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 365 days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30)

days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248

Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon

Lunch and dinner

Depart after 12:00 noon

Dinner

Return Day

Return before 12:00 noon

Breakfast

Return between 12:00 noon & 7:00 p.m.

Breakfast and lunch

Return after 7:00 p.m.*

Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services



remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D

Interactive Voice Response ("IVR")

1. Interactive Voice Response ("IVR"). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

(a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.

(b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.

(c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.

(d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicare care or other emergency services.

(e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.

(f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.



Exhibit E
Statement of Work
TO BE INSERTED

Statement of Work

Tyler Technologies

Prepared for:

City of Lathrop, CA
390 Towne Center Dr., Lathrop, CA 95330

Prepared by:

Peter Gorchoff
One Tyler Drive, Yarmouth, ME 04096
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Table of Contents

1	Executive Summary	5
1.1	Project Overview.....	5
1.2	Product Summary	5
1.3	Initiate & Plan (Stage 1).....	13
1.3.1	Tyler Internal Coordination & Planning	13
1.3.2	System Infrastructure Planning.....	14
1.3.3	Project/Phase Planning.....	15
1.3.4	Project Schedule.....	16
1.3.5	Stakeholder Presentation	17
1.3.6	Control Point 1: Initiate & Plan Stage Acceptance	18
1.4	Assess & Define (Stage 2)	19
1.4.1	Fundamentals Review.....	19
1.4.3	Current/Future State Analysis.....	20
1.4.4	Data Conversion Planning & Mapping	21
1.4.5	Standard 3rd Party Data Exchange Planning.....	22
1.4.6	Modification Analysis & Specification, if contracted.....	23
1.4.7	Forms & Reports Planning	24
1.4.8	System Deployment	25
1.4.9	Control Point 2: Assess & Define Stage Acceptance	26
1.5	Build & Validate (Stage 3).....	28
1.5.1	Configuration & Power User Training.....	28
1.5.2	Data Conversion & Validation	29
1.5.3	Standard 3rd Party Data Exchange Validation	30
1.5.4	Modification Delivery & Validation, if contracted.....	31
1.5.5	Forms & Reports Validation	32
1.5.6	Control Point 3: Build & Validate Stage Acceptance	33
1.6	Final Testing & Training (Stage 4)	34
1.6.1	Cutover Planning	34
1.6.2	User Acceptance Testing (UAT).....	35

1.6.3	End User Training	36
1.6.4	Control Point 4: Final Testing & Training Stage Acceptance	37
1.7	Production Cutover (Stage 5)	38
1.7.1	Final Data Conversion, if applicable	38
1.7.2	Production Processing & Assistance	39
1.7.3	Transition to Tyler Support	40
1.7.4	Schedule Post-Production Services, if applicable	41
1.7.5	Control Point 5: Production Cutover Stage Acceptance	42
1.8	Phase/Project Closure (Stage 6)	43
1.8.1	Close Phase/Project	43
1.8.2	Control Point 6: Phase/Project Closure Stage Acceptance	44
2	Roles and Responsibilities	45
2.1	Tyler Roles and Responsibilities	45
2.1.1	Tyler Executive Management	45
2.1.2	Tyler Implementation Management	45
2.1.3	Tyler Project Manager	45
2.1.4	Tyler Implementation Consultant	46
2.1.5	Tyler Sales	47
2.1.6	Tyler Software Support	47
2.2	City Roles and Responsibilities	47
2.2.1	City Executive Sponsor	47
2.2.2	City Steering Committee	47
2.2.3	City Project Manager	48
2.2.4	City Functional Leads	49
2.2.5	City Power Users	50
2.2.6	City End Users	50
2.2.7	City Technical Support	50
2.2.8	City Upgrade Coordinator	51
2.2.9	City Project Toolset Coordinator	51
2.2.10	City Change Management Lead	51
3	Business Scope	52
3.1	Transactions and Automation	52

3.2	“Unique Business Transaction” is defined by:.....	52
3.3	“Template Transaction” is defined by:.....	52
3.4	“Geo-Rule” is defined by:.....	52
3.5	“Intelligent Object (IO)” is defined by:.....	53
3.6	“Intelligent Automation Agent (IAA)” is defined by:.....	53
3.7	“EnerGov SDK API (Toolkits)” are defined by:.....	53
4	EnerGov Conversion Summary.....	55
4.1	Permitting.....	55
4.2	Business and Professional Licensing	55
4.3	Code Case Management	56
4.4	Plan Management.....	56
5	Glossary.....	57

1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer City of Lathrop, CA the opportunity to make the City more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the City's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]

EnerGov

EnerGov

[APPLICATION]

Permitting & Land Management

Licensing & Regulatory Management

1.1 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.2 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the City collaborate to resolve project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City steering committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the City's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The City's project manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The City project manager(s) will be responsible for reporting to the City steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the City project manager(s) and the Project as a whole and through participation in regular internal meetings, the City steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The City steering committee also provides support to the City project manager(s) by communicating the importance of the Project to all impacted departments. The City steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the

project team, for making timely decisions on critical project issues or policy decisions. The City steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The City's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City. As requested by the City, the Tyler project manager(s) provide regular updates to the City's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the City management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The City shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within ten (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The City has the ability allocate additional internal resources if needed. The City also ensures the alignment of their budget and Scope expectations.
- The City and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and City provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.

- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the City project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- City users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The City is responsible for making decisions based on the options available.
- In the event the City may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the City's responsibility to define, document, and implement.
- The City makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The City is readily able to produce, or make available, the data files needed for conversion from the Legacy Systems in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted or available for conversion includes all associated records in a single approved file layout.
- The City understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the City may need to correct data scenarios in the Legacy System prior to the final data pull. While Tyler staff will be contributing additional efforts on this task, this is a complex activity and requires due diligence by the City to validate all converted data meets city

requirements. Additional test deliveries beyond approved quantity will adhere to mutually approved project change control procedures.

3.3 Data Exchanges, Modifications, Forms and Reports

- The City ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler standard Data Exchange tools may not be available.
- The City is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

3.4 Hardware and Software

- Tyler will initially Install the most current generally available version of the purchased Tyler software.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler project staff.
- The City has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The City's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City does not meet minimum standards of Tyler's published specifications.

3.5 Education

- Throughout the Project lifecycle, the City provides a training room for Tyler staff to transfer knowledge to the City's resources, for both onsite and remote sessions. The City will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the City

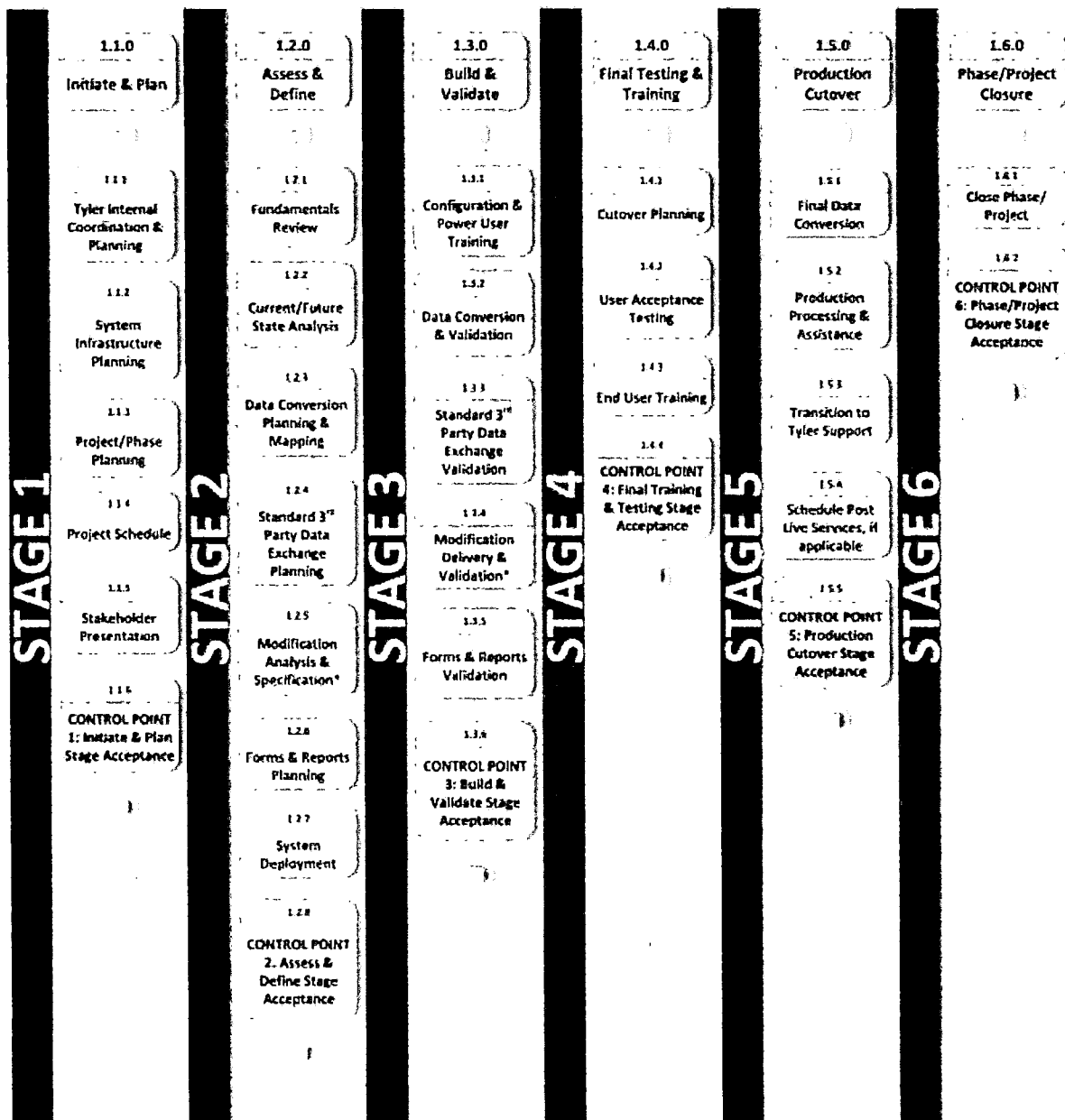
will provide multiple training facilities to allow for independent sessions scheduling without conflict.

- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.
- The City testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.
- The City is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "work packages." The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a "Control Point", confirming the work performed during that Stage of the Project.



* - If included in project scope

1.3 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of City and Tyler Project management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. City participation in gathering information is critical. Tyler Project management teams present initial plans to stakeholder teams at Stage end.

1.3.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns Project Manager(s). Tyler provides the City with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the Client to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 1		Tyler Internal Coordination & Planning																			
		TYLER										CLIENT									
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler Project Manager		A	R	I						I			I								
Provide initial Project documents to Client		A	I	R						C			I								
Sales to Implementation knowledge transfer		A	I	R						C											
Internal planning and phase coordination			A	R					C												

1.3.2 System Infrastructure Planning

The City provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City's site. The City completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

1.3.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler Project Manager(s) deliver an Implementation Management Plan, which is mutually agreeable by City and Tyler.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 1	Project/Phase Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

1.3.4 Project Schedule

Client and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 1	Project Schedule																			
	TYLER										CLIENT									
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project schedule	A	R	I									C	I	I						
Deliver Project Plan and schedule for Project Phase	A	R	I							I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

1.3.5 Stakeholder Presentation

City stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 1		Stakeholder Presentation																			
		TYLER								CLIENT											
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, project schedule and roles and responsibilities			A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals				I							R	C	A	C	I	I	C	I	I		

1.3.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

1.3.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to the City's Project.
 - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: City reviews and acknowledges Implementation Management Plan
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: City acceptance of schedule based on City resource availability and Project budget and goals.

1.3.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

1.4 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City collaboration. The City shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

1.4.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	Fundamentals Review															
	TYLER								CLIENT							
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads
TASKS																
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I	
Complete fundamentals materials review and prerequisites			I									A	R		I	C
Ensure all scheduled attendees are present			I	I						A	R	C			I	
Facilitate fundamentals review			A	R								I	I		I	

1.4.3 Current/Future State Analysis

City and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the City, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

1.4.4 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the City's Legacy System Applications to the Tyler system. While City staff are responsible for the data overall, Tyler staff can allocate additional time and effort to extract (or use already extracted) legacy data: data from Tyler New World; from City-supplied, static Excel workbooks with H.T.E. data; and from City-supplied, static Excel workbooks with PermitSoft data. Tyler staff and the City work together to complete Data Mapping for each piece of data (as outlined in the Agreement, Exhibit A) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	C							A	C		C			R		
Pull conversion data extract (*Tyler data)			I		R							A	C		C			C		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

1.4.5 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the City's responsibility to ensure the third party program operates or accesses the data correctly.

The City and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	Standard 3 rd Party Data Exchange Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

1.4.6 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City reviews the specifications and confirms they meet City's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Modifications by using Standard functionality within the Application, which may require a City business process change. It is the responsibility of the City to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for City approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the City will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I	I	I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

1.4.7 Forms & Reports Planning

City and Tyler Project Manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either City-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	Forms & Reports Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		

1.4.8 System Deployment

The Tyler Technical Services team installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER										CLIENT									
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

1.4.9 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

1.4.9.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to City business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: City acceptance of completed Questionnaire based on thoroughness of capturing all City business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
 - Objective: Define data conversion approach and strategy
 - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
 - Acceptance criteria: Data conversion document(s) delivered to the City, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the City's needs
 - Scope: Design solution for Modification
 - Acceptance criteria: City accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements
- Completed Forms options and/or packages
 - Objective: Provide specifications for each City in Scope form, Report and output requirements
 - Scope: Complete Forms package(s) included in agreement and identify Reporting needs.
 - Acceptance criteria: Identify Forms choices and receive supporting documentation
- Installation checklist
 - Objective: Installation of purchased Tyler software
 - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the City is hosted.
 - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City team members are trained on applicable system administration tasks.

1.4.9.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed
- Fundamentals review is complete

- Required Form information complete and provided to Tyler
- Current/Future state analysis completed; Questionnaires delivered and reviewed
- Data conversion mapping and extractions completed and provided to Tyler

1.5 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the City's needs identified during the Assess and Define Stage, preparing the City for Final Testing and Training.

1.5.1 Configuration & Power User Training

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the City Power Users to prepare them for the Validation of the software. The City collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Configuration & Power User Training																			
	TYLER										CLIENT									
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

1.5.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the City, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the City to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Data Conversion & Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	C							A	C		R			C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C			C		

1.5.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City tests each Data Exchange.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Standard 3rd Party Data Exchange Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 rd party Data Exchange(s)			I	C								A	C	I	R			C		

1.5.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the City for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Modification Delivery & Validation, if contracted																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted modified program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted modified program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted modified program(s)			I	I			I					A	R		C			C		
Make corrections to contracted modified program(s) as required		A	I	C	I		R					I	C		C			I		

1.5.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the City tests each Standard Form/Report.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Forms & Reports Validation																			
	TYLER										CLIENT									
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report Training			A	R								I	C		C			I		
Test Standard Forms & Reports			I	C		C						A	C		R			C		

1.5.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

1.5.6.1 Build & Validate Stage Deliverables

- Initial data conversion
 - Objective: Convert Legacy System data into Tyler system
 - Scope: Data conversion program complete; deliver converted data for review
 - Acceptance criteria: Initial error log available for review
- Data conversion verification document
 - Objective: Provide instructions to the City to verify converted data for accuracy
 - Scope: Provide self-guided instructions to verify specific data components in Tyler system
 - Acceptance criteria: City accepts data conversion delivery; City completes data issues log
- Installation of Modifications on the City's server(s) *except for hosted Clients
 - Objective: Deliver Modification(s) in Tyler software
 - Scope: Program for Modification is complete and available in Tyler software, Modification testing
 - Acceptance criteria: Delivery of Modification(s) results in objectives described in the City-signed specification.
- Standard Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review
 - Scope: Installation of all Standard Forms & Reports included in the Agreement
 - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4

1.5.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed
- Standard Forms & Reports delivered and available for testing in Stage 4
- Data conversions (except final pass) delivered
- Standard 3rd party Data Exchange training provided
- Modifications delivered and available for testing in Stage 4
- The City and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

1.6 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the City review the final Cutover plan. A critical Project success factor is the City understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

1.6.1 Cutover Planning

City and Tyler Project Manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the City for success.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 4	Cutover Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	C	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

1.6.2 User Acceptance Testing (UAT)

The City performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							R	A	C	C	C	I	I	C	I	
Accept modified program(s), if applicable			I	I			I				R	A	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

1.6.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day City processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City users who attended the Tyler sessions may train any City users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 4	End User Training																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I							I	A	C	I	R	I	I	I	I	I	

1.6.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

1.6.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover
 - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing
 - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: Testing steps have been provided for Standard business processes.

1.6.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed
- Modification(s) tested and accepted, if applicable
- Standard 3rd party Data Exchange programs tested and accepted
- Standard Forms & Reports tested and accepted
- User acceptance testing completed
- End User training completed

1.7 Production Cutover (Stage 5)

City and Tyler resources complete tasks as outlined in the Production Cutover Plan and the City begins processing day-to-day business transactions in the Tyler software. Following production Cutover, the City transitions to the Tyler support team for ongoing support of the Application.

1.7.1 Final Data Conversion, if applicable

Tyler can pull data from legacy Tyler systems and can re-use City supplied H.T.E. and PermitSoft data. Tyler executes final data conversion. The City may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract (*Tyler data)			C	C	R						I	A	C	I	I	I	I	C		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

1.7.2 Production Processing & Assistance

Tyler staff collaborates with the City during Production Cutover activities. The City transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 5		Production Processing & Assistance																			
		TYLER								CLIENT											
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing				C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance				A	R				C				I	C	C	C	C	C	C		

1.7.3 Transition to Tyler Support

Tyler Project Manager(s) introduce the City to the Tyler Support team, who provides the City with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

1.7.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler Project Manager(s) collaborate with City Project Manager(s) to identify needs.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 5		Schedule Post-Production Services, if applicable																			
		TYLER								CLIENT											
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services				C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I									C	C	I	C				I	

1.7.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

1.7.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
 - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
 - Scope: Final passes of all conversions completed in this Phase
 - Acceptance criteria: Data is available in production environment
- Support transition documents
 - Objective: Define strategy for on-going Tyler support
 - Scope: Define support strategy for day-to-day processing, conference call with City Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support
 - Acceptance criteria: the City receives tools to contact support and understands proper support procedures.

1.7.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered
- Processing is being done in Tyler production
- Transition to Tyler support is completed
- Post-live services have been scheduled, if applicable

1.8 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The City moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

1.8.1 Close Phase/Project

The City and Tyler Project Manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler Project Manager(s) review the Project budget and status of each contract Deliverable with the City Project Manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 6	Close Phase/Project																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
		A	R	C								C	C	I	C	I		C		
		A	R								I	I	C							
Review outstanding Project activities and develop action plan																				
Review Project budget and status of contract Deliverables																				

1.8.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

1.8.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
 - Objective: Provide comparison of contract Scope and Project budget
 - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
 - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

1.8.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned
- Phase/final Project budget has been reconciled
- Tyler Deliverables for the Phase/Project are complete

2 Roles and Responsibilities

2.1 Tyler Roles and Responsibilities

Tyler assigns project manager(s) prior to the start of each Phase of the Project. The project manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

2.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the City's executive sponsor.

2.1.2 Tyler Implementation Management

- Acts as the counterpart to the City steering committee.
- Assigns initial Tyler project personnel.
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process.
- Attends City steering committee meetings as necessary.
- Provides support for the project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.

2.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Prepares and presents contract milestone sign-offs for acceptance by City project manager(s).
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning

- Update and deliver Implementation Management Plan.
- Defines project tasks and resource requirements.
- Develops initial project schedule and full scale Project Plan .
- Collaborates with City project manager(s) to plan and schedule project timelines to achieve on-time implementation.
- Implementation Management
 - Tightly manages Scope and budget of Project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
 - Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City any items that may impact the outcomes of the Project.
 - Collaborates with the City's project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
 - Sets a routine communication plan that will aide all project team members, of both the City and Tyler, in understanding the goals, objectives, current status and health of the project.
- Team Management
 - Acts as liaison between project team and Tyler manager(s).
 - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and adjusts as necessary.
 - Interfaces closely with Tyler developers to coordinate program Modification activities.
 - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks.

2.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the City following configuration.
- Assists during Production Cutover process and provides production support until the City transitions to Tyler Support.
- Provides product related education.

- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

2.1.5 Tyler Sales

- Provide sales background information to Implementation during Project initiation.
- Support Sales transition to Implementation.
- Provide historical information, as needed, throughout implementation.

2.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal.
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system.
- Provides issue analysis and general product guidance.
- Tracks issues and tickets to timely and effective resolution.
- Identifies options for resolving reported issues.
- Reports and escalates defects to Tyler Development.
- Communicates with the City on the status and resolution of reported issues.

2.2 City Roles and Responsibilities

City resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

2.2.1 City Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy.
- Champions the Project at the executive level to secure buy-in.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the City steering committee level as part of the escalation process.
- Actively participates in organizational change communications.

2.2.2 City Steering Committee

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.

- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies

2.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures invoicing and Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Signs off on contract milestone acknowledgment documents.
 - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning
 - Review and acknowledge Implementation Management Plan.
 - Defines project tasks and resource requirements for City project team.
 - Collaborates in the development and approval of the initial Project Plan and Project Plan.
 - Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.
- Implementation Management
 - Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
 - Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these

- items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.
 - Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
 - Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.
- Team Management
 - Acts as liaison between project team and stakeholders.
 - Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and takes corrective action, if needed.
 - Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
 - Coordinates in Scope 3rd party providers to align activities with ongoing Project tasks.

2.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Attends and contributes business process expertise for current/future state analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
- Provides business process change support during Power User and End User training.
- Completes performance tracking review with client project team on End User competency on trained topics.
- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City project manager.
- Prepares and Validates Forms.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues

- Communication with Tyler project team
- Coordination of City resources
- Attendance at scheduled sessions
- Change Management activities
- Modification specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

2.2.5 City Power Users

- Participate in Project activities as required by the project team and project manager(s).
- Provide subject matter expertise on City business processes and requirements.
- Act as subject matter experts and attend current/future state and validation sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout Project.
- Participate in Conversion Validation.
- Test all Application configuration to ensure it satisfies business process requirements.
- Become Application experts.
- Participate in User Acceptance Testing.
- Adopt and support changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Demonstrate competency with Tyler products processing prior to Production Cutover.
- Provide knowledge transfer to City staff during and after implementation.

2.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in Application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Utilize software to perform job functions at and beyond Production Cutover.

2.2.7 City Technical Support

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Assists Tyler with extracts and transmits conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project Plan.
- Coordinates and adds new users and printers and other Peripherals as needed.
- Validates all users understand log-on process and have necessary permission for all training sessions.
- Coordinates Interface development for City third party Data Exchanges.
- Develops or assists in creating Reports as needed.
- Ensures onsite system hardware meets specifications provided by Tyler.

- Assists with software Installation as needed.

2.2.8 City Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's Software Upgrade process.
- Assists with the Software Upgrade process during implementation.
- Manages Software Upgrade activities post-implementation.
- Manages Software Upgrade plan activities.
- Coordinates Software Upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder sign-offs to upgrade production environment.

2.2.9 City Project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

2.2.10 City Change Management Lead

- Validates users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

3 Business Scope

3.1 Transactions and Automation

- Unique Business Transactions in Scope = up to 10 Transactions
- Template Business Transactions in Scope = up to 10 Transactions
- Geo-Rules within Scope = up to 5 Geo-Rules
- Intelligent Objects and IAA's within Scope = up to 5 IO/IAA
- Custom Reports/Output documents within scope = up to 11 reports
- Integrations within scope = 0 - No integrations within Scope (agency to leverage EnerGov SDK/API)
- Data Conversion Sources within scope = 3 data source

3.2 “Unique Business Transaction” is defined by:

- Unique workflow or business process steps & actions (including output actions)
- Unique Fee assessment / configuration definition
- Unique Custom fields/forms definition

Uniqueness of any of these mentioned parameters regulates the need for a unique business case transaction design document and configuration event.

3.3 “Template Transaction” is defined by:

- A pre-defined and pre-configured EnerGov best management business process.
- The following modifications to Template Transactions are considered within scope (quantified above in “Transactions and Automation” section):
 - Changes to the required inspections
 - Changes to the required review departments
 - Adding no more than 2 additional actions to the workflow
 - Changes to the custom field layout that are required for fee calculations

3.4 “Geo-Rule” is defined by:

- An automation event that is triggered by a condition configured around the source Esri geodatabase. Current geo-rule events are:

• Alert	• Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.).
• Block	• Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
• Block	• Places a block on the case and prevents any progress or updates from

with
Override

occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.

• Fee Date	• Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
• Filed Mapping	• A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.
• Required Action	• A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
• Required Step	• A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
• Zone Mapping	• The zone(s) automatically populate on the "Zones" tab of the record (i.e. plan, permit, code case, etc.).

3.5 "Intelligent Object (IO)" is defined by:

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts and other notifications.

3.6 "Intelligent Automation Agent (IAA)" is defined by:

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA conditions that have been met, and the associated actions are then performed. The IAA does not generate alerts or errors.

3.7 "EnerGov SDK API (Toolkits)" are defined by:

- API's developed by Tyler Technologies for the purpose of extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit does not imply any development related services from Tyler Technologies. The client is responsible for working with their IT staff and VAR's

to develop any necessary applications and integrations except as otherwise noted in the Investment Summary for any “in-scope” integrations.

4 EnerGov Conversion Summary

4.1 Permitting

- Permit master basic information
- Permit Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Sub-Permit Associations – Visible in workflow and attached records section
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Renewals
- Initialized Workflows
- Attachments
- Contractors
- Projects
- Payment and Fee History

4.2 Business and Professional Licensing

- Business entity (Only for Business Licensing)
- License master basic information
- License Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Reviews and Approvals – Converted to Activity
- Fees
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Initialized Workflows
- Attachments
- Contractors
- Business Types & NAICS codes

- Payment and Fee History

4.3 Code Case Management

- Code Case master basic information
- Code Case Contacts and Properties
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity Active Fees
- Activities and Actions
- Notes
- Holds
- Initialized Workflows
- Attachments
- Violations
 - Fees
 - Payments
 - Notes
- Meetings and Hearings
- Zones
- Requests
- Payment and Fee history

4.4 Plan Management

- Plan master basic information
- Plan Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Initialized Workflows
- Attachments
- Projects
- Payment and Fee history

5 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met, or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.

Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.

Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes "Test Cases" to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

**CITY MANAGER'S REPORT
SEPTEMBER 9, 2019 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH GREENPLAY, LLC TO PREPARE THE CITY'S PARKS AND RECREATION MASTER PLAN**

RECOMMENDATION: **Adopt a Resolution to Approve a Professional Services Agreement with GreenPlay, LLC to Prepare the City's Parks and Recreation Master Plan (CIP PK 19-13)**

SUMMARY:

Staff requests that the City Council approve a Professional Services Agreement with GreenPlay, LLC to prepare the City's Parks and Recreation Master Plan.

BACKGROUND:

A Parks and Recreation Master Plan is a strategic document that studies the existing park system, facilities and recreation programming, and establishes a planning blueprint to improve, protect and expand the city's network of parks, facilities and recreational services for the future. To continue our success and sustain the Department's vision of WE C.A.R.E (Create Active Recreation Experiences), the Parks and Recreation Department is seeking approval to begin the process to complete a Parks and Recreation Master Plan.

The Parks and Recreation Master Plan process is similar to many strategic planning processes: the scope of work is defined, demographic analysis is prepared, an inventory of resources is conducted, an analysis of current services is executed, a community needs assessment is performed, a City-wide, statistically valid survey is completed, trend analysis is reviewed, fees and cost recovery models are benchmarked, funding sources are evaluated, citizen and stakeholder involvement is required, goals and recommendations are identified, and an implementation action plan is structured.

The following areas will be reviewed as part of the Master Plan process:

- Demographic Assessment
- Trend Analysis
- Community Outreach
- Competition of a City Wide Survey
- Community Needs Assessment
- Analysis of Fees and Charges
- Inventory of current Facilities
- Identification of New Facilities
- Analysis of Current Services
- Identify Climate Concerns
- Review Sources of Funding
- Develop a Plan of Action

The Parks and Recreation Department created a scope of work, completed a Request for Proposals based on the areas indicated above. Following an extensive review of

SEPTEMBER 9, 2019 CITY COUNCIL REGULAR MEETING**APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH GREENPLAY, LLC TO PREPARE THE CITY'S PARKS AND RECREATION MASTER PLAN (CIP PK 19-13)**

the proposals received in regards to responsiveness to our proposal and experience in the field staff has selected GreenPlay, LLC to conduct the City's first Parks and Recreation Master Plan.

The associated expenses for the preparation of the City's Park and Recreation Master Plan will not exceed \$150,000.

REASON FOR RECOMMENDATION:

The Parks and Recreation Master Plan provides both a short-term and long-term vision for the city's park and recreation system, and specific policies and standards to direct day-to-day decisions. This Master Plan will set forth a framework that will allow the City to respond to new opportunities as they arise, set a schedule of repair and replacement for current facilities, ensure that adequate parks and recreation facilities are constructed to meet the needs of the city's current and future residents.

FISCAL IMPACT:

Funds were budgeted for the within the FY2019-20 Parks and Recreation budget as part of CIP PK19-13 for preparation of the City's Parks and Recreation Master Plan. Approval of this agreement will allow staff to begin working with with GreenPlay, LLC to produce the City's Parks and Recreation Master Plan.

ATTACHMENTS:

- A. Resolution approving a Professional Services Agreement with GreenPlay, LLC for CIP PK 19-13 to prepare the City's Parks and Recreation Master Plan.
- B. Professional Services Agreement with GreenPlay, LLC

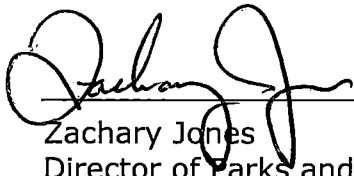
CITY MANAGER'S REPORT

PAGE 3

SEPTEMBER 9, 2019 CITY COUNCIL REGULAR MEETING

APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH GREENPLAY, LLC TO PREPARE THE CITY'S PARKS AND RECREATION MASTER PLAN (CIP PK 19-13)

APPROVALS:



Zachary Jones
Director of Parks and Recreation

8-22-2019

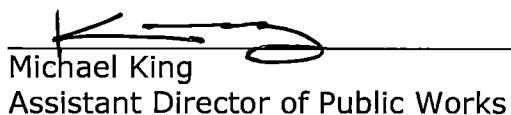
Date



Mark Meissner
Director of Community Development

8-28-19

Date



Michael King
Assistant Director of Public Works

8-28-19

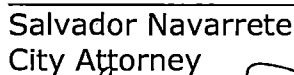
Date



Cari James
Director of Finance and Administrative Services

8/28/19

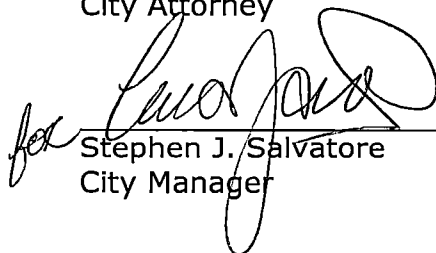
Date



Salvador Navarrete
City Attorney

8-28-19

Date



Stephen J. Salvatore
City Manager

8/28/19

Date

RESOLUTION NO. 19 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH GREENPLAY,
LLC TO PREPARE THE CITY'S PARKS AND RECREATION MASTER PLAN**

WHEREAS, funding for Capital Improvement Project (CIP) PK 19-13 Parks and Recreation Master Plan (Master Plan) was approved as part of the FY 2019-20 Parks and Recreation budget; and

WHEREAS, the Parks and Recreation Master Plan will create both a short-term and long-term vision for the city's park and recreation system, and set specific policies and standards to direct day-to-day decisions; and

WHEREAS, the Master Plan will set forth a framework that will allow the City to respond to new opportunities as they arise, set a schedule of repair and replacement for current facilities, ensure that adequate parks and recreation facilities are constructed to meet the needs of the city's current and future residents; and

WHEREAS, the Master Plan will provide a clear path to accomplishing the community's vision and ensuring sustainability of the park and recreation system itself; and

WHEREAS, approval of this item will allow staff to enter into a Professional Services Agreement with GreenPlay, LLC to prepare the City's Parks and Recreation Master Plan; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop approves a Professional Services Agreement with GreenPlay, LLC not to exceed \$150,000 to prepare the City's Parks and Recreation Master Plan.

The foregoing resolution was passed and adopted this 9th day of September 2019, by the following vote of:

AYES:

NOES:

ABSTAIN:

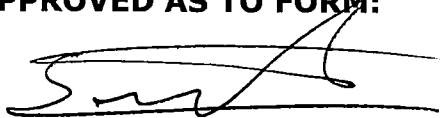
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**CITY OF LATHROP
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH
GREENPLAY, LLC.**

**FOR DEVELOPMENT OF THE PARKS AND
RECREATION MASTER PLAN**

THIS AGREEMENT, dated for convenience this **September 9, 2019** is by and between **GreenPlay, LLC.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

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

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

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

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

AGREEMENT

(1) Scope of Service

CONSULTANT agrees to perform Professional Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, specifically Tasks 1 – 12 as provided in response to the City's Request for Proposals dated July 18, 2019. 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 on time and material basis not to exceed **\$150,000** for the Consulting Services set forth in Tasks 1 – 12 as provided in response to the City's Request for Proposals dated July 18, 2019. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included within Tasks 1-12 as provided in response to the City's Request for Proposals dated July 18, 2019, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S authorized representative prior to the commencement of the work.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
GREENPLAY, LLC FOR THE DEVELOPMENT OF A PARKS AND RECREATION MASTER
PLAN

Payment is made based on a time and materials basis.

(3) Effective Date and Term

The effective date of this Agreement is **September 9, 2019**, and it shall terminate no later than **June 30, 2023**.

(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 as described within Tasks 1 – 12 as provided in response to the Request for Proposals dated July 18, 2019 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.

The services shall be performed by, or under the direct supervision, of CONSULTANT'S Authorized Representative: **GreenPlay, LLC**, CONSULTANT shall not replace its Authorized Representative without the prior written approval

by the CITY.

(8) Assignment and Subcontracting

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

(9) Insurance

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

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
GREENPLAY, LLC FOR THE DEVELOPMENT OF A PARKS AND RECREATION MASTER
PLAN

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

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

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

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
GREENPLAY, LLC FOR THE DEVELOPMENT OF A PARKS AND RECREATION MASTER
PLAN

CITY at least thirty days prior to such change.

- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
 - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of

any work under this Agreement.

- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

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

(10) Indemnification - CONSULTANT'S Responsibility

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

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed.

It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

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

(11) Licenses

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

(12) Business Licenses

CONSULTANT shall obtain and maintain a City of Lathrop Business License until

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
GREENPLAY, LLC FOR THE DEVELOPMENT OF A PARKS AND RECREATION MASTER
PLAN

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) Notices

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

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

To Consultant:	GreenPlay, LLC 1021 E. South Boulder Rd., Suite N Phone:303-870-3884 Email: teresap@greenplayllc.com

(15) 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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
GREENPLAY, LLC FOR THE DEVELOPMENT OF A PARKS AND RECREATION MASTER
PLAN

such approval or consent.

- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
GREENPLAY, LLC FOR THE DEVELOPMENT OF A PARKS AND RECREATION MASTER
PLAN

- (k) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(16) 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 insurances have been received. CITY shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

(17) 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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
GREENPLAY, LLC FOR THE DEVELOPMENT OF A PARKS AND RECREATION MASTER
PLAN

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

8-28-19

Date

Recommended for Approval:

City of Lathrop
Director of Parks and Recreation

Zachary Jones

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

GreenPlay, LLC
1021 E. South Boulder Rd., Suite N
Louisville, CO 80027

Fed ID # _____

Business License # _____

Teresa Penbrooke, PhD, MAOM, CPRE
CEO and Founding Managing Partner

Date

Print Name

**CITY MANAGERS REPORT
SEPTEMBER 9, 2019 CITY COUNCIL REGULAR MEETING**

ITEM: 2019-2020 REQUESTS FOR FEE WAIVER

RECOMMENDATION: Adopt Five Resolutions Approving Facility Fee Waiver requests from the Lathrop Lions Club, Lathrop Little League, Lathrop Community Volunteer Club, the Lathrop Sunrise Rotary Club, and the Thrive Church.

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

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

• Lathrop Lions Club	\$ 1,206.00
• Lathrop Little League	\$11,596.50
• Lathrop Community Volunteer Club	\$ 713.00
• Lathrop Sunrise Rotary Club	\$ 479.50
• Thrive Church	\$ 1,004.50

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

COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:

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

FISCAL IMPACT: The fees associated with the facility fee waiver request total \$14,999.50.

ATTACHMENTS:

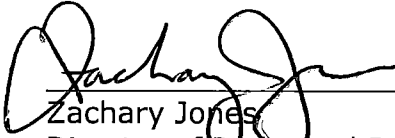
- A. Resolution to approve the Lathrop Lions Club Fee Waiver Request
- B. Lathrop Lions Club Request for Fee Waiver and Facility Usage Calculations
- C. Resolution to approve the Lathrop Little League Fee Waiver Request

- D. Lathrop Little League Request for Fee Waiver and Facility Usage Calculations.
- E. Resolution to approve the Lathrop Community Volunteer Club Fee Waiver.
- F. Lathrop Community Volunteer Club Request for Fee Waiver and Facility Usage Calculations.
- G. Resolution to approve the Lathrop Sunrise Rotary Club Fee Waiver.
- H. Lathrop Sunrise Rotary Club Request for Fee Waiver and Facility Usage Calculations.
- I. Resolution to approve the Thrive Church Fee Waiver.
- J. Thrive Church Request for Fee Waiver and Facility Usage Calculations

**CITY MANAGERS REPORT
SEPTEMBER 9, 2019 CITY COUNCIL REGULAR MEETING
2019-20 REQUESTS FOR FEE WAIVER**

PAGE 3

APPROVALS:



Zachary Jones
Director of Parks and Recreation

8-28-2019

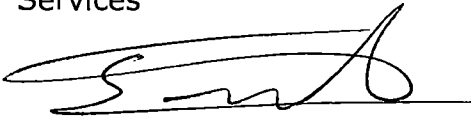
Date



Carl James
Director of Finance and Administrative
Services

8/28/19

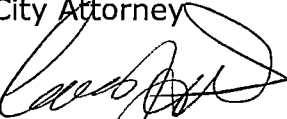
Date



Salvador Navarrete
City Attorney

8-28-19

Date



for Stephen J. Salvatore
City Manager

8/28/19

Date

RESOLUTION NO. 19 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A FACILITY FEE WAIVER REQUEST FROM THE LATHROP LIONS CLUB FOR USE OF CITY FACILITIES TOTALING \$ 1,206.00

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

WHEREAS, the Parks & Recreation Commission voted at their September 5, 2019 meeting to recommend City Council approval of the requested fee waiver; and

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

NOW, THEREFORE, BE IT RESOLVED that the Council finds direct public benefit will be provided by the Lathrop Lions Club to the City of Lathrop. The City Council of the City of Lathrop does hereby authorize waiving facility fees for the use of City Facilities in the amount of \$1,206.00

The foregoing resolution was passed and adopted this 9th day of September 2019, by the following vote:

AYES:

NOES:

ABSENT:

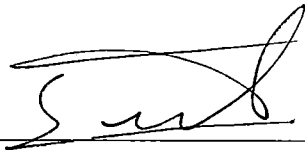
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

Lathrop Lions Club/Relay for Life						
Fee Calculations for 2019-2020 Request for Use of Facilities						
Facility	Month Rqstd	Dates Requested	Purpose	Total Hours	Rate/Day	Total Price
Lathrop Senior Center	October	10/12/2019	Murder Mystery Dinne	7	\$25.00	\$ 175.00
Lathrop Senior Center Kitch	October	10/12/2019	Murder Mystery Dinne	7	\$ 5.00	\$ 35.00
Scott Brooks Gym	November	11/15/2019	Craft Fair	4	\$ 14.00	\$ 56.00
Scott Brooks Gym	November	11/16/2019	Craft Fair	8	\$ 14.00	\$ 112.00
Scott Brooks Gym	January	1/18/2020	Basketball Game	4	\$ 14.00	\$ 56.00
TOTAL						\$434.00

City of Lathrop Staffing						
Fee Calculations for 2019-2020 Request Staff Time Associated with Fee Waiver Request						
Event	Title	Hourly Rate	Hrs Rqstd			
Murder Mystery Dinner	Facility Attendant	\$ 17.00	8.5			\$ 144.50
Craft Fair	Facility Attendant	\$ 17.00	5.5			\$ 93.50
Craft Fair	Facility Attendant	\$ 17.00	9.5			\$ 161.50
Basketball Game	Facility Attendant	\$ 17.00	5.5			\$ 93.50
Lathrop Lions Events	Senior Facility Attendan	\$ 31.00	9			\$ 279.00
						\$ -
TOTAL						\$772.00

\$1,206.00

RESOLUTION NO. 19 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A FACILITY FEE WAIVER REQUEST FROM THE LATHROP LITTLE LEAGUE FOR USE OF CITY FACILITIES TOTALING \$11,596.50

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

WHEREAS, the Parks & Recreation Commission voted at their September 5, 2019 meeting to recommend City Council approval of the requested fee waiver; and

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

NOW, THEREFORE, BE IT RESOLVED that the Council finds direct public benefit will be provided by the Lathrop Little League to the City of Lathrop. The City Council of the City of Lathrop does hereby authorize waiving facility fees for the use of City Facilities in the amount of \$11,596.50.

The foregoing resolution was passed and adopted this 9th day of September 2019, by the following vote:

AYES:

NOES:

ABSENT:

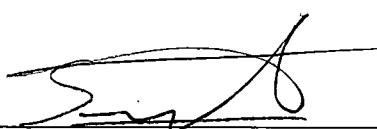
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

Lathrop Little League						
Fee Calculations for 2019-2020 Request for Use of Facilities						
Facility	Month Rqstd	Dates Requested	Purpose	Total Days	Rate/Day	Total Price
Mossdale Baseball Field (#1)		Saturday	Try outs	2	\$ 1.00	\$ 2.00
Valverde Baseball Fields(#1)		Monday-Friday	Practice/Games	108	\$ 1.00	\$ 108.00
Valverde Baseball Fields(#2)		Monday-Friday	Practice/Games	108	\$ 1.00	\$ 108.00
Sangalang Baseball Field		Monday-Friday	Practice/Games	108	\$ 1.00	\$ 108.00
Mossdale Baseball Field (#1)		Monday-Saturday	Practice/Games	108	\$ 1.00	\$ 108.00
Mossdale Baseball Field (#2)		Monday-Saturday	Practice/Games	108	\$ 1.00	\$ 108.00
Mossdale Baseball Field (#3)		Monday-Saturday	Practice/Games	108	\$ 1.00	\$ 108.00
Mossdale Baseball Field (#1)		Sunday	Games	4	\$ 1.00	\$ 4.00
Mossdale Baseball Field (#2)		Sunday	Games	4	\$ 1.00	\$ 4.00
Mossdale Baseball Field (#3)		Sunday	Games	4	\$ 1.00	\$ 4.00
Concession Stand		Sunday- Saturday	Concessions	1351	\$ 5.00	\$ 6,755.00
Facility Room	Dates Requested	Hours	Purpose	Total Hours	Hourly Rate	Total
LSC Main Room	1/27/2020 5/21/2020	5:00 pm -9:00 pm	Draft Day	8	\$ 25.00	\$ 200.00
LSC Main Room	10/7/19, 10/21/19 11/4/19, 11/18/19, 12/2/19, 12/16/19, 1/6/20, 1/19/20, 2/3/20, 2/10/20, 2/24/20, 3/2/20, 3/9/20, 3/16/20, 4/6/20, 4/20/20, 5/4/20, 5/18/20, 6/1/20, 6/15/20, 7/13/20, 8/10/20, 9/14/20	6:00 pm - 9:00 pm	Meetings	64	\$ 25.00	\$ 1,600.00
TOTAL						\$9,217.00

City of Lathrop Staffing						
Fee Calculations for 2019-2020 Request Staff Time Associated with Fee Waiver Request						
Event	Title	Hourly Rate	Hrs Rqstd			
League Meetings	Facility Attendant	\$ 17.00	103.5			\$ 1,759.50
Little League Meeting/Program	Senior Facility Attendant	\$ 31.00	20			\$ 620.00
TOTAL						\$2,379.50
						\$11,596.50

RESOLUTION NO. 19 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A FACILITY FEE WAIVER REQUEST FROM THE LATHROP COMMUNITY VOLUNTEER CLUB FOR USE OF CITY FACILITIES TOTALING \$713.00.

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

WHEREAS, the Parks & Recreation Commission voted at their September 5, 2019 meeting to recommend City Council approval of the requested fee waiver; and

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

NOW, THEREFORE, BE IT RESOLVED that the Council finds direct public benefit will be provided by the Lathrop Community Volunteer Club to the City of Lathrop. The City Council of the City of Lathrop does hereby authorize waiving facility fees for the use of City Facilities in the amount of \$713.00

The foregoing resolution was passed and adopted this 9th day of September 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

Lathrop Community Volunteer Group						
Fee Calculations for 2019-2020 Request for Use of Facilities						
Facility	Month Rqstd	Dates Requested	Purpose	Total Hours	Rate/Day	Total Price
Picnic Shelter 1	September	9/9/2020	First Responders BBQ	1	\$ 12.00	\$ 12.00
Picnic Shelter 2	September	9/9/2020	First Responders BBQ	1	\$ 12.00	\$ 12.00
Open Space 1	September	9/9/2020	First Responders BBQ	1	\$ 15.00	\$ 15.00
Open Space 2	September	9/9/2020	First Responders BBQ	1	\$ 15.00	\$ 15.00
Valverde Amphitheater	September	9/9/2020	First Responders BBQ	1	\$ 12.00	\$ 12.00
Valverde Open Space	September	9/9/2020	First Responders BBQ	1	\$ 15.00	\$ 15.00
LSC Multi Purpose Room	September	9/9/2020	First Responders BBQ	3	\$ 25.00	\$ 75.00
TOTAL						\$156.00

City of Lathrop Staffing						
Fee Calculations for 2019-2020 Request Staff Time Associated with Fee Waiver Request						
Event	Title	Hourly Rate	Hrs Rqstd			
First Responders BBQ	Facility Attendant	\$ 17.00	4.5			\$ 76.50
First Responders BBQ	Facility Attendant	\$ 17.00	4.5			\$ 76.50
First Repsonders BBQ	senior Facility Attendant	\$ 31.00	2			\$ 62.00
First Repsonders BBQ	Recreation Supervisor	\$ 57.00	6			\$ 342.00
TOTAL						\$557.00

\$713.00

RESOLUTION NO. 19 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A FACILITY FEE WAIVER REQUEST FROM THE LATHROP SUNRISE ROTARY CLUB FOR USE OF CITY FACILITIES TOTALING \$479.50

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

WHEREAS, the Parks & Recreation Commission voted at their September 5, 2019 meeting to recommend City Council approval of the requested fee waiver; and

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

NOW, THEREFORE, BE IT RESOLVED that the Council finds direct public benefit will be provided by the Lathrop Sunrise Rotary Club to the City of Lathrop. The City Council of the City of Lathrop does hereby authorize waiving facility fees for the use of City Facilities in the amount of \$479.50.

The foregoing resolution was passed and adopted this 9th day of September 2019, by the following vote:

AYES:

NOES:

ABSENT:

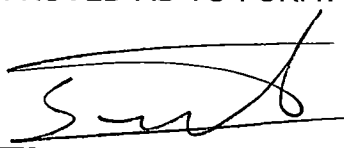
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

Lathrop Sunrise Rotary						
Fee Calculations for 2019-2020 Request for Use of Facilities						
Facility	Month Rqstd	Dates Requested	Purpose	Total Hours	Rate/Day	Total Price
LSC Main Room	November	11/28/2019	Thanksgiving Dinner	9	\$ 25.00	\$ 225.00
LSC Kitchen	November	11/28/2019	Thanksgiving Dinner	9	\$ 5.00	\$ 45.00
TOTAL						\$270.00

City of Lathrop Staffing						
Fee Calculations for 2019-2020 Request Staff Time Associated with Fee Waiver Request						
Event	Title	Hourly Rate	Hrs Rqstd			
Thanksgiving Dinner	Facility Attendant	\$ 17.00	5			\$ 85.00
Thanksgiving Dinner	Facility Attendant	\$ 17.00	5.5			\$ 93.50
Thanksgiving Dinner	Senior Facility Attendant	\$ 31.00	1			\$ 31.00
TOTAL	header					\$209.50

\$479.50

RESOLUTION NO. 19 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A FACILITY FEE WAIVER REQUEST FROM THRIVE CHURCH IN LATHROP FOR USE OF CITY FACILITIES TOTALING \$1004.50

WHEREAS, Thrive Church has requested the use of City Facilities; and

WHEREAS, the Parks & Recreation Commission voted at their September 5, 2019 meeting to recommend City Council approval of the requested fee waiver; and

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

NOW, THEREFORE, BE IT RESOLVED that the Council finds direct public benefit will be provided by Thrive Church to the City of Lathrop. The City Council of the City of Lathrop does hereby authorize waiving facility fees for the use of City Facilities in the amount of \$1004.50.

The foregoing resolution was passed and adopted this 9th day of September 2019, by the following vote:

AYES:

NOES:

ABSENT:

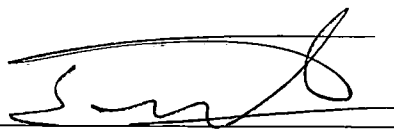
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

Thrive Church						
Fee Calculations for 2019-2020 Request for Use of Facilities						
Facility	Month Rqstd	Dates Requested	Purpose	Total Hours	Rate/Day	Total Price
Picnic Shelter 1	August	8/7/2020	Back Pack Give Away	1	\$ 12.00	\$ 12.00
Picnic Shelter 2	August	8/7/2020	Back Pack Give Away	1	\$ 12.00	\$ 12.00
Open Space 1	August	8/7/2020	Back Pack Give Away	1	\$ 15.00	\$ 15.00
Open Space 2	August	8/7/2020	Back Pack Give Away	1	\$ 15.00	\$ 15.00
Scott Brooks Gym	August	8/7/2020	Back Pack Give Away	6	\$ 14.00	\$ 84.00
LCC Multi Purpose Room	August	8/7/2020	Back Pack Give Away	6	\$ 5.00	\$ 30.00
LCC Kitchen	August	8/7/2020	Back Pack Give Away	6	\$ 5.00	\$ 30.00
TOTAL						\$198.00

City of Lathrop Staffing						
2019-2020						
Event	Title	Hourly Rate	Hrs Rqstd			
Back Pack Give Away	Facility Attendant	\$ 17.00	7.5			\$ 127.50
Back Pack Give Away	Facility Attendant	\$ 17.00	7.5			\$ 127.50
Back Pack Give Away	Facility Attendant	\$ 17.00	7.5			\$ 127.50
Back Pack Give Away	Senior Facility Attendant	\$ 31.00	10			\$ 310.00
Back Pack Give Away	Recreation Supervisor	\$ 57.00	2			\$ 114.00
TOTAL						\$806.50
						\$1,004.50

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ITEM 4.11

CITY MANAGER'S REPORT SEPTEMBER 9, 2019, CITY COUNCIL REGULAR MEETING

**ITEM: APPROVE A MS4 STORM DRAINAGE PERMIT
AGREEMENT WITH RECLAMATION DISTRICT 2062**

**RECOMMENDATION: Adopt Resolution Approving an Agreement with
Island Reclamation District No. 2062 ("RD 2062")
for the Discharge of Storm Waters from the River
Islands at Lathrop Project under the City of Lathrop
Small MS4 General Permit**

SUMMARY:

The City provides storm drainage service to its development areas under a permit issued by the State Water Resources Control Board ("SWRCB"). The permit is issued with coverage under Waste Discharge Requirements (WDRs) for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (or "MS4s"). The permit is often called the "Small MS4 General Permit."

The storm drainage system for the River Islands master-planned project is unique when compared to other areas of the City since it includes the use of lakes and other improvements that are owned, or will be owned, by Island Reclamation District No. 2062 ("RD 2062"); the City owns and operates all of the facilities associated with other development areas.

RD 2062 is a separate public agency that provides drainage, irrigation and flood protection for River Islands. RD 2062 maintains certain flood storage and storm water facilities, other than lakes, such as pump stations and pipelines that are part of a network of facilities that provide overall flood protection to River Islands.

For the River Islands storm drainage system to be maintained adequately, and for storm waters to be ultimately discharged to the river system, an agreement is necessary between the City and RD 2062. The proposed agreement clearly defines which entity owns and takes responsibility for its various storm water pipelines and facilities and how storm water can be gathered, treated, stored, and ultimately discharged to the river system.

BACKGROUND:

The City has provided public storm water service to its citizens since 1990 when it took over maintenance of the existing storm drainage system from San Joaquin County. The system includes pipes, retention/detention basins, pump stations, and similar facilities. Over the years, the City's storm drainage system has been expanded to include several new development areas, including River Islands.

SEPTEMBER 9, 2019, CITY COUNCIL REGULAR MEETING APPROVE A MS4 STORM DRAINAGE PERMIT AGREEMENT WITH RECLAMATION DISTRICT 2062

The River Islands storm drainage system is unique from other parts of the City since the local reclamation district (RD 2062) owns and maintains several lakes that provide detention and storage of storm waters, along with its own pump station and interconnection piping, which together are comprise the Lake System. This is separate from the Storm System owned and operated by the City. The two systems are connected and must work together to be effective.

The purpose of the attached agreement (Attachment B) is to outline the responsibilities and duties of the two public agencies so that the ultimate discharge of storm waters to the river system is governed by the City's Small MS4 General Permit with the State.

The proposed agreement would do the following:

1. Outline the duties and responsibilities for each agency, with RD 2062 taking the responsibility for maintaining the Lake System within River Islands, including the storm water treatment facilities at the entrance to most lakes, the lakes themselves, the intake pumps and lake fill lines to fill the lakes from the adjacent rivers as necessary, the aeration lines to keep the lakes healthy, the pipelines connecting the lakes to one another, and pump station, outfall lines and outfall structures to pump water out of the lakes during high water events and deliver them into the river system. RD 2062, working with its associated public agency, the River Islands Public Financing Authority ("RIPFA") will be responsible to maintain the Lake System. The City will be responsible for maintaining the City's Storm System which collects and delivers storm drainage to the lakes, and compliance with the City's permit with the State for the Storm Water System, including the ability to discharge storm waters to the river system.
2. Require RD 2062 to be responsible for all requirements and restrictions placed on the City per its State discharge permit that are applicable to the physical improvement, operation and maintenance of the Lake System facilities. This also includes any responsibilities to monitor and mitigate any water quality issues in the river system that are the direct result of operating the Lake System outfalls to the river system.
4. Outline the process how the two agencies can resolve any disputes.

REASON FOR RECOMMENDATION:

Together, the City and RD 2062 are responsible for storm drainage for citizens with the River Islands master planned community. It is necessary for the two public agencies to coordinate their efforts. The attached agreement would provide the means to which the agencies would provide service to residents and business owners within River Islands, allowing RD 2062 to use the City's MS4 permit to send storm water from the lakes to the river system.

**SEPTEMBER 9, 2019, CITY COUNCIL REGULAR MEETING APPROVE A MS4
STORM DRAINAGE PERMIT AGREEMENT WITH RECLAMATION DISTRICT
2062****BUDGET IMPACT:**

There is no budget impact to the City. All City costs are covered by CFD's established for maintenance and operating costs and by other revenues provided by RD 2062.

ATTACHMENTS:

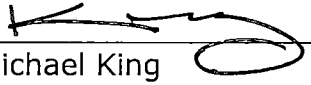
- A. Adopt Resolution Approving an Agreement with Island Reclamation District No. 2062 For the Discharge of Storm Waters from the River Islands at Lathrop Project under the City of Lathrop Small MS4 General Permit
- B. Agreement for the Discharge of Storm Water from the River Islands Development Project Under the City of Lathrop Small MS4 General Permit

CITY MANAGER'S REPORT

PAGE 4

**SEPTEMBER 9, 2019, CITY COUNCIL REGULAR MEETING APPROVE A MS4
STORM DRAINAGE PERMIT AGREEMENT WITH RECLAMATION DISTRICT
2062**

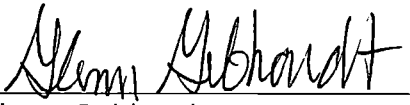
APPROVALS:



Michael King
Assistant Director of Public Works

8-22-19

Date



Glenn Gebhardt
City Engineer

8/22/19

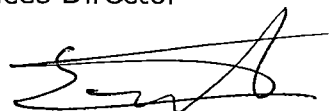
Date



Cari James
Finance & Administrative
Services Director

8/23/19

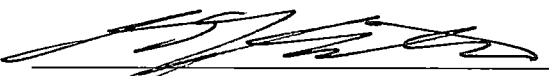
Date



Salvador Navarrete
City Attorney

8-22-19

Date



Stephen J. Salvatore
City Manager

8-27-19

Date

RESOLUTION NO. 19 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AN AGREEMENT WITH ISLAND RECLAMATION DISTRICT NO. 2062 FOR THE DISCHARGE OF STORM WATERS FROM THE RIVER ISLANDS AT LATHROP PROJECT UNDER THE CITY OF LATHROP SMALL MS4 GENERAL PERMIT

WHEREAS, the City provides storm drainage service to its development areas under a permit issued by the State Water Resources Control Board ("SWRCB") and is often referred to as the "Small MS4 General Permit"; and

WHEREAS, the storm drainage system for the River Islands master planned project is unique when compared to other areas of the City since it includes the use of lakes and other improvements that are owned or will be owned by Island Reclamation District No. 2062 ("RD 2062"); and

WHEREAS, RD 2062 is a separate public agency that provides drainage, irrigation and flood protection for River Islands; and

WHEREAS, RD 2062 owns and operates the Lake System, which includes the storm water treatment facilities at the entrance to most lakes, the lakes themselves, the intake pumps and lake fill lines to fill the lakes from the adjacent rivers as necessary, the aeration lines to keep the lakes healthy, the pipelines connecting the lakes to one another, and pump station, outfall lines and outfall structures to pump water out of the lakes during high water events and deliver that water into the river system; and

WHEREAS, the City owns and operates the portion of the storm drain system that collects storm waters at curb inlets and transmits that storm water via pipelines to the RD 2062 Lake System; and

WHEREAS, in order for the storm drainage system for River Islands to be maintained effectively and for storm waters to be ultimately discharged to the river system, an agreement is necessary between the City and RD 2062 that clearly defines which entity owns and takes responsibility for its various storm water pipelines and facilities and how storm water can be gathered, treated, stored and ultimately allowing RD 2062 to use the City's MS4 permit to discharge storm water from the lakes to the river system..

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve the Agreement between the City and Reclamation District No. 2062 for the Discharge of Storm Water from the River Islands at Lathrop Project under the City of Lathrop Small MS4 General Permit, included as Attachment "B" to the September 9, 2019 staff report.

The foregoing resolution was passed and adopted this 9th day of September 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

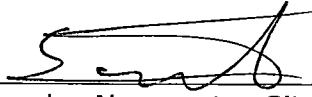
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

**AGREEMENT FOR THE DISCHARGE OF STORM WATER FROM THE
RIVER ISLANDS AT LATHROP PROJECT UNDER
THE CITY OF LATHROP
SMALL MS4 GENERAL PERMIT**

This Agreement is made and entered into at Lathrop, California, this **9th day of September 2019**, by and between the City of Lathrop, a California municipal corporation (City), and Island Reclamation District 2062, a California reclamation district (RD 2062 or "District"), together the "Parties" and provides as follows:

RECITALS

- A. RD 2062 is a public utility, irrigation and flood protection agency governed by the State of California Water Code on the Stewart Tract within the City, that owns and maintains certain flood storage and storm water facilities, pump stations and pipelines that are part of a network of facilities that provide flood protection and storm drainage to the River Islands at Lathrop master planned community ("River Islands").
- B. City is a municipal corporation incorporated under the laws of the State of California that is that has been issued a Notice of Applicability (WDID 5S39M2000155 – "NOA") by the State Water Resources Control Board ("SWRCB") for coverage under Waste Discharge Requirements (WDRs) for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (MS4s), Order No. 2013-0001-DWQ (Exhibit "A") and National Pollutant Discharge Elimination System (NPDES) permit No. CAS000004 (referred to herein as "Small MS4 General Permit"). This permit covers all development within the City limits.
- C. River Islands is located on the Stewart Tract and within both the boundaries of the City and RD 2062. RD 2062 is the local maintaining agency for flood protection within the River Islands development area.
- D. City owns certain storm water pipelines and facilities within its rights of way that interface with the facilities owned and operated by the District, which operate together to gather, treat, store and ultimately discharge storm water generated by River Islands.
- E. As full build out of River Islands progresses, including completion of the Lake System that will be owned and maintained by the District, it will be necessary at times, to discharge excess storm water stored in the Lake System to a surface water body adjacent to the Stewart Tract.

F. One or more outfalls currently owned/operated by RD 2062 to discharge runoff water from agricultural fields into Paradise Cut could be transitioned for use solely to discharge excess water from the RD 2062 Lake System to Paradise Cut, a tributary of the San Joaquin River system.

G. Discharge of excess storm water from the RD 2062 Lake System to Paradise Cut requires coverage under an NPDES permit for MS4 discharges to surface waters and because both River Islands as well as the RD 2062 Lake System are within the jurisdictional runoff boundary of the City's Small MS4 General Permit, storm runoff associated with the District's Lake System and Storm Water System can be covered by this permit.

H. The Parties wish to memorialize the terms to which an outfall structure is identified for the discharge of storm waters associated with River Islands and responsibilities and obligations of each Party for use of the outfall and the Storm Water System.

AGREEMENT

1. Definitions

The following terms shall have the meanings described below:

"Agreement" means this Agreement for use of the Storm Water System and Lake System for discharge of storm waters associated with River Islands.

"City" means City of Lathrop, a municipal corporation established pursuant to the laws of the State of California.

"District" or "RD 2062" means Island Reclamation District No. 2062, a California reclamation district organized under the laws of the State of California as the public agency responsible for levee maintenance and storm water management on the River Islands portion of the Stewart Tract.

"Lake System" means the man-made lakes within River Islands, including the lakes and the property that encompasses them, pre-treatment systems at the edges of the lakes and lake edges, the lake fill lines and aeration lines that serve the lakes, plus the lake interconnect lines used to transfer water from one lake to another, all of which will be owned and operated by RD 2062 upon buildout of River Islands.

"Outfall" means the pipeline and related appurtenances owed by RD 2062 for the discharge of storm waters from River Islands into Paradise Cut.

"Parties" means collectively, RD 2062 or District and the City of Lathrop.

"Project" or "Property" means the entirety of the River Islands at Lathrop master planned community as depicted in Exhibit "B" of this Agreement.

"Regional Board" or "RWQCB" means the California Regional Water Quality Control Board, Central Valley Region.

"River Islands Public Financing Authority" or "RIPFA" means the joint powers agreement between Lathrop Irrigation District ("LID") and Island Reclamation District No. 2062 formed to provide public financing of infrastructure within the River Islands at Lathrop development area and RD 2062 service area and to provide maintenance of infrastructure owned by RD 2062, (with exception of the Lake System and flood prevention system), the City of Lathrop, RIPFA, LID or other public agencies on the Stewart Tract.

"Small MS4 General Permit" means the Waste Discharge Requirements (WDRs) for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (MS4s) under Order No. 2013-0001-DWQ and the National Pollutant Discharge Elimination System (NPDES) Permit No. CAS000004 which includes and is applicable to the City.

"Storm Water System" means City owned storm water facilities, including but not limited to, the, pipelines, catch basins, and related improvements necessary to gather and ultimately discharge storm water generated by River Islands to the RD 2062 Lake System. The Lake System, owned and operated by RD 2062, is a separate and distinct system meant to be operated in coordination with the Storm Water System. As it pertains to the Small MS4 General Permit, both the Storm Water System and Lake System are subject to the terms and conditions of the General Permit.

"SWRCB" means the State Water Resources Control Board of the State of California.

"TMDL" means total maximum daily load of any pollutant of concern as defined by the United State Environmental Protection Agency (US EPA), which includes an accounting of all sources of the pollutants that causes a body of water to be listed as an impaired waterway under Section 303(d) of the Clean Water Act.

2. Term and Revenue Generation

A. This Agreement shall become effective on the date first above written and shall remain in effect indefinitely, unless otherwise terminated in accordance with Section 4 of this Agreement.

B. The Parties understand and agree that, during the term of this Agreement, the City and RD 2062 may mutually modify or replace this Agreement as necessary after the discharge of storm waters from River Islands and the implementation of an outfall structure as defined by this Agreement to account for conditions not foreseen during the drafting of this Agreement.

C. To accomplish the maintenance required by this Agreement, RD 2062 will use RD 2062 funds to finance this work, potentially derived from, but not limited to, community facilities districts and direct assessments. No City funds are anticipated to be used by RD 2062 to finance the RD 2062 responsibilities identified in this Agreement.

3. Rights, Obligations and Responsibilities of the Parties

A. RD 2062 may propose in writing, and the City shall not unreasonably deny such designation, for any existing pump station and outfall owned and operated by RD 2062 on the Stewart Tract that currently discharges or otherwise connects lawfully to Paradise Cut to be transitioned from its current agricultural use to be used solely for municipal stormwater management and discharge control structures in the future. It is anticipated that these outfalls will be phased in over time as development of River Islands progress. After City approval, such outfalls would receive designation as outfalls from the City's Small MS4 General Permit jurisdictional runoff area and would no longer discharge runoff water from agricultural fields at buildout of the River Islands project.

B. The City is responsible for implementing a Stormwater Management Program that complies with the Small MS4 General Permit, including enforcement and oversight of activities outlined in this Agreement that will be separately implemented by the District.

C. RD 2062, as a public agency, shall be responsible to operate and maintain the Lake System, associated pump stations, the trash removal devices and all other aspects of the Lake System such that the maintenance will comply with the SWRCB requirements, and the City-designated/RD 2062-owned storm water outfalls discharge storm water to Paradise Cut in a manner that complies with applicable stormwater management requirements and controls specified in the City's Municipal Code, Chapter 13.28 pertaining to Stormwater Management and Discharge Control. RD 2062 hereby agrees to perform all operation and maintenance of the Lake System at no cost to City and in accordance with the approved Lake Operation and Maintenance Plan.

D. RD 2062 shall be responsible for all requirements and restrictions placed on the City by the Small MS4 General Permit that are applicable to physical improvement, operation and maintenance of all aspects of the Lake System applicable to the Small MS4 General Permit, including actions that may be necessary to identify and mitigate for any adverse water quality issues in Paradise Cut that are the direct result of operation and maintenance, or lack thereof, of the Lake System.

E. RD 2062 shall be responsible for all requirements and restrictions placed on the City by the Small MS4 General Permit, the State of California's Water Code, and the Federal Clean Water Act that are applicable to physical improvement, operation and maintenance of the River Islands Lake System, including actions that may be necessary to identify and address any adverse water quality issues in Paradise Cut that are the direct result of lake operation and maintenance or lack thereof.

As such, RD 2062 operation and maintenance activities may include, but are not limited to, maintaining lakes levels with water legally withdrawn from surrounding surface waterbodies; operation of a lake circulation and/or treatment system to maintain lake clarity; aquatic weed removal from the lakes; the environmental sampling and testing required by the Small MS4 General Permit that are necessary to assess the water quality of the discharge to Paradise Cut, including assessment of Total Maximum Daily Load (TMDL) and investigating Clean Water Act (CWA) 303(d)-list impairments; the procurement, construction, installation and maintenance of trash removal devices at the outfall that meet the State Water Board requirements; and addressing the influence of rising groundwater levels on lake water quality through lake water management.

F. RD 2062 shall timely provide the City, upon the City's request, information necessary for the City's compliance with the Small MS4 General Permit and public records requirements related to the RD 2062 Lake System which includes, but is not limited to, as-built drawings; geographical information system (GIS) data and shape files; maintenance records; annual post-construction BMP maintenance self-certifications; information to assist the City with illicit discharge detection and spill investigation (e.g., records, data, and reports); and the results of water quality testing conducted by the District of the Lake System, and/or the outfall(s).

G. The City shall be responsible for providing RD 2062 with information regarding updates to the Small MS4 General Permit, including sampling requirements for investigation of TMDLs and 303(d)-list impairments, necessary for RD 2062 to fulfill its obligations to operate and maintain the Lake System, in a manner complying with requirements and obligations of the Small MS4 General Permit.

H. The City shall not be required to own or operate any of the RD 2062 owned and operated facilities on Stewart Tract that become designated as outfalls for use under the City's Small MS4 General Permit and the District shall accept all responsibility and liability regarding their use and the District shall not be responsible for the ownership and operation of the Storm Water System...

4. Liability, Cooperation and Dispute Resolution

A. The City agrees to protect, indemnify, defend and hold harmless RD 2062 and its Trustees, officers, employees, agents, successors and assigns from and against any and all actual or potential claims, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including without limitation reasonable attorneys' fees and costs and all foreseeable, unforeseeable and consequential damages) asserted against, resulting to, imposed upon or incurred by the District by reason of the City's breach of any provisions of this Agreement. This indemnification shall survive the termination of this Agreement.

Further, the City shall indemnify, defend, and hold harmless RD 2062 for any action of the City that results in non-compliance with the Small MS4 General Permit due to acts, omissions and active and/or passive negligence by the City in: 1) implementation of aspects of the City's Municipal Stormwater Program that are not the responsibility of RD 2062, and 2) in failing to provide timely information to RD 2062 regarding updates to the Small MS4 General Permit necessary for RD 2062 to fulfill the obligations specified in this agreement.

B. RD 2062 agrees to protect, indemnify, defend and hold harmless the City and its Council, directors, officers, employees, agents, successors and assigns from and against any and all actual or potential claims, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including without limitation reasonable attorneys' fees and costs and all foreseeable, unforeseeable and consequential damages) asserted against, resulting to, imposed upon or incurred by the City by reason of the District's breach of any provisions of this Agreement. This indemnification shall survive the termination of this Agreement. Further, the District shall indemnify, defend, and hold harmless the City for any liability associated with operation and maintenance of portions of the Lake System not owned by City, outfall pump-station, trash removal devices and system, and physical outfall structure(s).

C. The Parties shall work collaboratively with local, State and Federal permitting agencies that may have jurisdictional authority of storm water, including the SWRCB and RWQCB. The District shall use all reasonable efforts to maintain the Lake System in such a manner to avoid enforcement actions of applicable permitting agencies and lawfully maintain all issued permits received by City. The City shall use all reasonable efforts to maintain and keep current and lawful its Small MS4 General Permit necessary for the discharge of storm water from River Islands.

D. Any claim by a party to this Agreement of non-performance with its provisions the other party may exercise all rights and remedies provided to it by this Agreement or otherwise by applicable law or in equity, provided the aggrieved party shall have first provided the other party written notice to its claims, which notice shall specify the nature of the default in performance and a time the aggrieved party deems to be reasonable to cure the identified default if no such time is specified in this Agreement ("the Cure Period") which, unless a shorter time is expressly required by another provision of this Agreement, shall not be less than ten (10) business days. Upon receipt of any such written Notice of default, the defaulting party shall promptly and diligently cure the identified default to avoid legal action or initiate the Dispute Resolution provisions of this Agreement as described in this Section. If the default cannot be cured or if, after the cure period has elapsed, and the default remains uncured, the City may exercise all rights and remedies provided to it by this Agreement or otherwise by applicable law or in equity, including without limitation, termination of the defaulting party's rights under this Agreement.

E. Disputes subject to Subparagraph D shall be resolved by first using mediation through JAMS. Any unresolved disputes shall be subject to applicable law, including legal action in a Court of competent jurisdiction.

5. Insurance

A. Duty to Carry Liability Insurance. Prior to the use of the outfalls for urban development as defined by this Agreement, RD 2062 shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City:

(i) **Commercial General Liability Insurance** with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability;

(ii) **Workers' Compensation Insurance** with limits equal to statutory minimums;

(iii) **Automobile Liability Insurance** with limits of not less than \$1,000,000 combined single limit;

(iv) **Umbrella or Excess Liability Insurance** (if applicable);

(v) **Professional Liability Insurance** (if applicable).

B. **Certificate of Insurance; Additional Insured.** RD 2062 shall add the City, its officials, officers, employees and volunteers by written endorsement to its insurance policies as additional insureds, and shall promptly furnish to City upon request a certificate evidencing RD 2062's compliance with the insurance coverage requirements of this Article and showing City as an additional insured.

(i) **Rating.** Insurance companies providing insurance must have an AM Best rating of no less than an A-: VII; because this may be a specialty lines market, if coverage to be provided is by a Captive Insurer or a non-admitted carrier, such carrier must be "authorized to do business in California."

6. City Insurance and Indemnity

A. **Duty to Carry Liability Insurance.** For its activities within the Storm Water System owned by the City, the City shall carry (or cause to be carried) Commercial General Liability Insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Such policy shall name as an additional assured RD 2062

7. Assignment

A. RD 2062 has the option, but not the requirement, to assign to RIPFA, some or all of the maintenance responsibilities identified in this Agreement. However, RD 2062 shall not assign the reporting and liability responsibilities identified in this Agreement. Those responsibilities shall be retained by RD 2062. Similarly, all communications/claims required in this Agreement shall be between the City and RD 2062.

8. Miscellaneous Provisions

A. Permission to Enter. RD 2062 hereby grants City, acting through its duly authorized employees, agents, or representatives, reasonable access to RD 2062's property for any necessary work associated with this Agreement. Conversely, City hereby grants the District acting through its duly authorized employees, agents, or representatives, reasonable access to City's property for any necessary work associated with this Agreement.

B. Notices. Any notice, action, or demand by either party to the other in connection with this Agreement shall be deemed to have been fully given or made when such notice, action, or demand is written and deposited in a sealed envelope postage prepaid and addressed as designated below. Either party may change its address by giving the other party written notice of its new address.

City: City Clerk
CC: City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

RD 2062: President
RD 2062
73 W. Stewart Road
Lathrop, CA 95330

C. Entire Agreement. This Agreement shall constitute the entire agreement between the parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force and effect unless contained in a subsequent written modification signed by both parties.

D. Amendments. This Agreement may not be amended except by a written instrument that is signed by both parties.

E. Interpretation. This Agreement shall be construed, interpreted, and applied according to the laws of the State of California.

F. Successors. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties; provided that RD 2062 has complied with the Order, City Ordinances and this Agreement.

G. Attorneys' Fees. If either party commences an action at law or in equity, mediation or other proceeding against the other party to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs of such proceeding, in addition to any other amounts which may be awarded.

H. Severability. If any clause or provision of the Agreement is or becomes illegal, invalid, or unenforceable because of present or future laws, or any rules or regulations of any governmental body or entity, effective during its term, the intention of the parties is that the remaining parts of this Agreement shall remain in full force and effect if the fundamental purpose of the Agreement is not destroyed.

I. Exhibits to this Agreement. Exhibits A and B are incorporated into this Agreement by this reference in their entirety. They shall be available for inspection in the City Clerk's Office, 390 Towne Centre Drive, Lathrop, California 95330, during regular business hours.

J. Third-Party Beneficiaries. This Agreement shall not create any right or interest in any non-party or in any member of the public as a third-party beneficiary.

* * * * *

In Witness Whereof, this Agreement is entered into as of the date first above written.

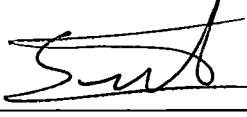
RECLAMATION DISTRICT 2062

CITY OF LATHROP

By: _____
Susan Dell'Oso, President Date

By: _____
Stephen J. Salvatore, City Manager Date

APPROVED TO FORM:

By:  8.22-19
Salvador Navarrete, City Attorney Date

ATTEST:

By: _____
Teresa Vargas, City Clerk Date

EXHIBIT A
SMALL MS4 GENERAL PERMIT FACT SHEET

EXHIBIT B
RIVER ISLANDS PROPERTY

**CALIFORNIA STATE WATER RESOURCES CONTROL BOARD
1001 I STREET
SACRAMENTO, CA 95814**

**FACT SHEET
FOR**

**NPDES GENERAL PERMIT and WASTE DISCHARGE REQUIREMENTS
FOR**

**STORM WATER DISCHARGES FROM SMALL MUNICIPAL SEPARATE STORM
SEWER SYSTEMS (ORDER)**

ORDER No. 2013-0001-DWQ

This Fact Sheet describes the factual, legal, and methodological basis for the General Permit, provides supporting documentation, and explains the rationale and assumptions used in deriving the limits and requirements.

I. BACKGROUND

History

A 1972 amendment to the federal Water Pollution Control Act (also referred to as the Clean Water Act) provides that the discharge of pollutants to waters of the United States from any point source is unlawful unless the discharge is in compliance with a National Pollutant Discharge Elimination System (NPDES) permit. The 1987 amendments to the Clean Water Act added section 402(p), which established a framework for regulating storm water discharges under the NPDES Program. Subsequently, in 1990, the U.S. Environmental Protection Agency (U.S. EPA) promulgated regulations for permitting storm water discharges from industrial sites (including construction sites that disturb five acres or more) and from municipal separate storm sewer systems (MS4s) serving a population of 100,000 people or more. These regulations, known as the Phase I regulations, require operators of medium and large MS4s to obtain storm water permits. On December 8, 1999, U.S. EPA promulgated regulations, known as Phase II regulations, requiring permits for storm water discharges from Small MS4s and from construction sites disturbing between one and five acres of land. The Order accompanying this Fact Sheet regulates storm water discharges from Small MS4s.

A municipal separate storm sewer is a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) "owned or operated by the United States, a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity...." (ii) designed or used for collecting or conveying storm water; (iii) which is not a combined sewer; and (iv) which is not part of a Publicly Owned Treatment Works (POTW). [See Title 40, Code of Federal Regulations (40 C.F.R.) §122.26(b)(8).]

A Small MS4 is an MS4 that is not permitted under the municipal Phase I regulations. (40 C.F.R. §122.26(b)(16)). Small MS4s include systems similar to separate storm sewer systems in municipalities, such as systems at military bases, large hospital or prison complexes, and highways and other thoroughfares, but do not include separate storm sewers in very discrete areas, such as individual buildings. (40 C.F.R. §122.26(b)(16)(iii).) This permit refers to MS4s that operate throughout a community as "Traditional MS4s" and MS4s that are similar to traditional MS4s but operate at a separate campus or facility as "Non-traditional MS4s."

Federal regulations allow two permitting options for storm water discharges: individual permits and general permits. The State Water Resources Control Board (State Water Board) elected to adopt a statewide general permit for Small MS4s in order to efficiently regulate numerous storm water discharges under a single permit. In certain situations a storm water discharge may be more appropriately and effectively regulated by an individual permit, a region-specific general permit, or by inclusion in an existing Phase I MS4 permit. In these situations, the Regional Water Quality Control Board (Regional Water Board) Executive Officer will direct the Small MS4 operator to submit the appropriate application, in lieu of a Notice of Intent (NOI), to comply with the terms of

this Order. In these situations, the individual or regional permits will govern, rather than this Order.

The existing General Permit (Water Quality Order 2003-0005-DWQ) was adopted by the State Water Board in April 2003 for a 5-year permit term. The existing General Permit expired in May 2008; however, it continues in force and in effect until rescinded by the State Water Board, or until a new Order is issued.

The Order regulates storm water runoff from small municipalities and other facilities, including federal and State operated facilities that can include universities, prisons, hospitals, military bases (e.g. State Army National Guard barracks, parks and office building complexes.) Regulating many storm water discharges under one permit greatly reduces the administrative burden associated with permitting individual storm water discharges. Permittees obtain coverage under this Order by filing an electronic NOI through the State Water Board's Stormwater Multiple Application and Report Tracking System (SMARTS) and by mailing the appropriate permit fee to the State Water Board.

Order Goals

The goals for the Order included:

1. Ensure statewide consistency for Regulated Small MS4s.
2. Include more specificity in Order language and requirements to streamline implementation of storm water programs.
3. Implement and enhance actions to control 303(d) listed pollutants, pollutants of concern, achieve Waste Load Allocations adopted under Total Maximum Daily Loads, and protect Areas of Special Biological Significance.
4. Implement more specific and comprehensive storm water monitoring, including monitoring for 303(d) listed pollutants.
5. Incorporate emerging technologies, especially those that are being increasingly utilized by municipalities (e.g., low impact development).
6. Include program elements that address Program Management Effectiveness Assessments.
7. Implement a step-wise stakeholder collaborative approach.

Stakeholder Collaborative Process

State Water Board staff conducted a series of stakeholder meetings with Permittees and other interested parties over a five year period, from 2007- 2012. These meetings included the California Stormwater Quality Association (CASQA) Phase II Small MS4 Subcommittee, representatives of non-governmental organizations, Non-traditional Small MS4s and Regional Water Board staff. The following is a summary of the stakeholder process.

State Water Board staff completed an administrative draft Order and submitted it to CASQA, U.S. EPA, Natural Resources Defense Council, Coast/Bay Keepers, and Heal the Bay for informal stakeholder review in February 2011. Each of the nine Regional Water Boards provided comments. Staff revised the draft Order to address the informal comments received and released it for 60-day public review in June 2011.

Approximately 151 comments were received and several workshops were held throughout California to meet Stakeholders, answer questions and discuss the development process.

On May 4, 2012 a second administrative draft was completed and submitted for informal stakeholder review. On May 18, 2012 the second draft Order was released for 60-day public review. Approximately 110 comments were received and a public hearing was held on August 8, 2012 to hear oral comments on the second administrative draft.

On November 16, 2012 a third draft was completed and submitted for 30-day public review period. The comment deadline was set for noon on December 17, 2012. Approximately 55 comments were received and a board workshop was held on January 8, 2013 to hear comments on the revisions made to the second administrative draft.

On January 23, 2013, a final draft was completed and proposed for State Water Board adoption.

II. PERMITTING APPROACH

Existing General Permit Approach

U.S. EPA storm water regulations for Phase II storm water permits envision a process in which entities subject to regulation develop a Storm Water Management Plan (SWMP). The SWMP contains detailed Best Management Practices (BMPs) and specific level-of-implementation information reviewed and approved by the permitting agency before the Permittee obtains coverage under the storm water permit. The existing General Permit followed this approach as suggested by U.S. EPA and simply identified goals and objectives for each of the six Minimum Control Measures.

The existing General Permit approach provides the flexibility to target an MS4's problem areas while working within the existing organizational structure. However, audits of Permittees and information gained from interviews with Regional Water Board staff revealed that many of these storm water programs lacked a baseline program and specific details in the SWMP to implement an adequate program for protection from the impacts of storm water runoff. Regional Water Board staff found it difficult to determine Permittees' compliance with the existing General Permit, due to the lack of specific requirements. The permit language did not contain specific deadlines for compliance, did not incorporate clear performance standards, and did not include measurable goals or quantifiable targets for implementation.¹

The Regional Water Boards conducted approximately 36 on-site audits of MS4 programs² in the state that addressed 122 Permittees, including some Phase II Small MS4s. They found that programs with more specific permit requirements generally resulted in more comprehensive and progressive storm water management programs. For example, the more prescriptive permit requirements in the Los Angeles and San Diego MS4 permits require Permittees to be specific in how they implement their storm water program. The auditors concluded that the specificity of the provisions enabled the

¹ Storm water Phase I MS4 Permitting: Writing more effective, measurable permits, EPA, Kosco.

² Assessment Report on Tetra Tech's Support of California's MS4 Storm Water Program, July 2006.

permitting authorities to enforce the MS4 permits and improve the quality of MS4 discharges. In addition, U.S. EPA on-site audits of MS4s throughout the nation have repeatedly shown the need for clear, measurable requirements in MS4 permits to ensure an effective and enforceable program.

Given this information, State Water Board staff aimed to write permit language clear enough to set appropriate standards and establish required outcomes.

Current Order Approach

The current approach simplifies assessment of Permittee compliance and allows the public to more easily access measurable results. The Order provisions establish compliance implementation levels such as escalating enforcement and requirements for tracking projects. Required actions include specific reporting elements to substantiate compliance with implementation levels. Regional Water Board staff will be able to evaluate each individual Permittee's compliance through an online Annual Report review and the program evaluation (audit) process.

Federal regulations and State law require that the implementation specifics of Municipal Storm Water NPDES permits be adopted after adequate public review and comment.³ This Order's approach satisfies the public involvement requirements of both the federal Clean Water Act and the California Water Code. Permit details are known at the time of adoption of the Order. Substantive information as to how the discharger will reduce pollutants to the Maximum Extent Practicable (MEP) is not left to the details of the SWMP. The public need not guess program details until Regional Water Board review and approval of a SWMP, as was the case in the existing General Permit.

This Order specifies the actions necessary to reduce the discharge of pollutants in storm water to the MEP in a manner designed to achieve compliance with water quality standards and objectives. This set of specific actions is equivalent to the requirements that were included in a separate SWMP for each Permittee in the existing General Permit.

This order effectively prohibits non-storm water discharges into municipal storm drain systems and watercourses within the Permittees' jurisdictions.

The State Board has also identified the most critical water quality problems as priorities in this Order. The priorities include (1) discharges to Areas of Special Biological Significance (2) discharges to water bodies listed as impaired on the 303[d] list (3) Post-Construction Requirements and (4) Water Quality Monitoring Requirements. A majority

³ On January 14, 2003, the U.S. Ninth Circuit Court issued a decision in *Environmental Defense Center v. EPA* ((9th Cir. 2003) 344 F.3d 832.) This ruling upheld the Phase II regulations on all but three of the 20 issues contested. The court determined that applications for general permit coverage (including the NOI and any Storm Water Management Program [SWMP]) must be made available to the public, the applications must be reviewed and determined to meet the Maximum Extent Practicable (MEP) standard by the permitting authority before coverage commences, and there must be a process to accommodate public hearings. Regarding the issue of public participation, the Ninth Circuit noted that such participation was required because the "substantive information about how the operator of a small MS4 will reduce discharges to the maximum extent practicable" was found in the storm water management plan rather than the permit itself" (344 F3d at 857).

of the Permittees' implementation efforts focus on the four priority areas as identified by the State Water Board.

Permittee Diversity

In California, Permittees face highly variable conditions both in terms of threats to water quality from their storm water discharges and resources available to manage those discharges. Consequently, making one set of prescriptive requirements work for all of them is inherently difficult. This Order contains separate provisions for Traditional and Non-traditional MS4s. The requirements for the Non-traditional MS4s are tailored specifically to the Non-traditional management structure. Additionally, this permit introduces the concept of compliance tiers in particular sections, designed to relieve the Regional Water Board burden of reviewing and approving individual SWMPs while preserving the ability of the Permittees to tailor requirements that address their unique circumstances.

Non-traditional MS4 Categories and Provisions

This Order identifies specific provisions Non-traditional MS4 Permittees must comply with in Section F and considers the following categories to be Non-traditional MS4s, but not limited to:

- Community Services Districts
- Fairgrounds
- Higher Education Institutions (Community Colleges and Universities)
- Military Bases
- Ports
- State Parks/Beaches/Historical Areas
- School Districts K-12
- State and Federal Prisons/Health Institutions
- State Vehicle Recreation Areas
- Water Agencies
- Transit Agencies

The regulations direct that the term Small MS4s includes "large hospitals" and "prison complexes." (40 C.F.R. §122.26(b)(16)(iii).) For purposes of State Water Board designation of state and federal hospitals and prisons, the Board interprets the terms "large hospital" and "prison complex" to mean health institutions and prison facilities with a resident and staff population of 5,000 or more. However, Regional Water Boards may designate smaller facilities on a case by case basis.

Guidance Document

The case for eliminating a SWMP for this second permit term has been clearly addressed, however, the latent advantages of having some form of a storm water management document has not.

First, a storm water management document assists Permittees in managing their storm water program. Such a document serves as guidance to (1) identify different staff involved in storm water compliance over multiple departments within the Permittee agency and, (2) provide those staff with a simple narrative connecting all the detailed, specific BMPs in relation to multiple Permittee departments. Simply put, the document provides the Permittee with a map to the compliance process.

Second, the storm water management document is an essential tool for Regional Water Board audits. During MS4 audits, the Regional Water Board typically requests and reviews a SWMP to understand the Permittee's storm water program and management structure. Although the Order contains specific details on each program requirement, it lacks the simple narrative nexus that a storm water management document can provide on how the storm water program is implemented by a specific Permittee. The guidance document may be in spreadsheet form, as a flowchart, or as a written narrative. In other words, the structure is left up to the Permittee as to the way in which they want to demonstrate or illustrate the relationship between their storm water program and their management structure. To that end, the guidance document will provide the Permittee with a clear map to the compliance process. Therefore, although the draft Order eliminates the submittal for review and approval of a SWMP, the requirement to develop a planning/guidance document has been retained for new Permittees.

New Permittees are allowed six months to develop and upload the guidance document to SMARTS along with the NOI and appropriate fee. The document is open for public viewing, but will not be reviewed and approved by the relevant Regional Water Board.

Renewal Permittees will also submit a guidance document and are allowed six months to develop and upload the guidance document to SMARTS along with the NOI and appropriate fee.

Note: The finding corresponding to this discussion in the Fact Sheet is slightly modified in the Final Order. See Finding 32.

→ The State Water Board recognizes that in some instances Renewal Permittees' existing SWMPs have incorporated BMPs designed to address locality-specific storm water issues and that in some cases these BMPs may, because of locality-specific factors, be more protective of water quality than the minimum requirements established by this Order. Renewal Permittees will additionally include in the guidance document the following: identification and brief description of each BMP and associated measurable goal included in the Permittee's most current SWMP that constitutes a more specific local or tailored level of implementation that may be more protective of water quality than the minimum requirements of this Order; and identification of whether the Permittee proposes to maintain, reduce, or cease implementation for each more protective, locally-tailored BMP. In no instance may a BMP be reduced or ceased if it is required by the minimum standards set by this Order. Further, for each more protective, locally-tailored BMP and associated measurable goal for which the Renewal Permittee proposes to reduce or cease implementation, the Renewal Permittee may do so only if the Permittee can demonstrate, to the Regional Water Board Executive Officer, that the reduction or cessation is in compliance with this Order and the maximum extent practicable standard, and will not result in increased pollutant discharges. This process is designed to direct Renewal Permittees, where appropriate, to continue to implement more protective, locally-tailored BMPs and measurable goals developed in the previous permit term that were specifically designed to address local storm water priorities.

Summary of Significant Changes in this Order

This Order significantly differs from the previous order (Order 2003-0005-DWQ) by including the following:

- Specific BMP and Management Measure Requirements
- Elimination of submission of a SWMP for review and approval by the Regional Water Boards

- Electronic filing of NOIs and Annual Reports
- Waiver Certification
- New State Water Board and Regional Water Board designation criteria
- Separate requirements for Traditional and Non-traditional MS4s
- New program management requirements
- Post-construction storm water management requirements
- TMDL implementation requirements
- Requirements for ASBS discharges
- Water quality monitoring and BMP assessment
- Program effectiveness assessment

III. ECONOMIC CONSIDERATIONS

In 2000, the State Water Board issued a precedential order (Order WQ 2000-11 (Cities of Belflower, et al.)) stating that cost of compliance with the programs and requirements of a municipal storm water permit is a relevant factor in determining MEP. The Order also explicitly stated that a cost benefit analysis is not required. The State Water Board discussed costs as follows:

While the standard of MEP is not defined in the storm water regulations or the Clean Water Act, the term has been defined in other federal rules. . . .

These definitions focus mostly on technical feasibility, but cost is also a relevant factor. There must be a serious attempt to comply, and practical solutions may not be lightly rejected. If, from the list of BMPs, a permittee chooses only a few of the least expensive methods, it is likely that MEP has not been met. On the other hand, if a permittee employs all applicable BMPs except those where it can show that they are not technically feasible in the locality, or whose cost would exceed any benefit to be derived, it would have met the standard. MEP requires permittees to choose effective BMPs, and to reject applicable BMPs only where other effective BMPs will serve the same purpose, the BMPs would not be technically feasible, or the cost would be prohibitive. Thus while cost is a factor, the Regional Water Board is not required to perform a cost-benefit analysis.

(State Water Board Order WQ 2000-11, *supra*, p.20.) The State Water Board received extensive comments addressing the costs associated with compliance with the first publicly released Phase II small MS4 draft Order in June 2011. The depressed economic conditions in California challenge Permittees' ability to fully implement the requirements of the first draft permit. The State Water Board recognizes that many Permittees currently have limited staff and resources to implement storm water provisions. State Water Board staff carefully considered comments received regarding economic feasibility while revising the June 2011 draft Order. The Order continues to address critical water quality priorities, namely discharges to ASBS, TMDLs, and waterbodies listed as impaired on the 303(d) list, but aims to do so in a focused and cost-effective manner.

Brief History

State Water Board staff completed an administrative draft Order and submitted it to CASQA, U.S. EPA, Natural Resources Defense Council, Water Keepers, and Heal the Bay for informal stakeholder review in February 2011. Each of the nine Regional Water

Boards also provided comments. Staff revised the draft Order to address the informal comments received and released it for 60-day public review in June 2011. Approximately 151 comments were received and several workshops were held throughout California to meet Stakeholders, answer questions and discuss the development process.

On October 6, 2011, the California Senate Select Committee on California Job Creation and Retention held a hearing on the economic impacts of the State Water Board's three general or statewide storm water permits that were under renewal: the Phase II Small MS4 permit, the Industrial General Permit, and the Caltrans statewide MS4 permit. The Executive Director of the State Water Board testified at the hearing that the comments regarding cost of compliance with the permits were being considered carefully and that the three permits required substantial revision to address the comments. Following the hearing, State Water Board staff launched Stakeholder meetings beginning in November 2011 to April 2012. The meetings were held with CASQA, National Resources Defense Council, Water Keepers, Heal the Bay and each category of Non-traditional Small MS4 proposed for designation in the draft permit. The meetings were designed to discuss implementation challenges and solutions for each section of this Order, given the issues raised at the Senate hearing and the written comments from the June 2011 draft Order. Substantial revisions were then made and were reflected in the May 2012 draft Order. State Water Board staff attempted to reduce costs while maintaining the level of water quality protection mandated by CWA, CWC and other applicable requirements.

Approach to Cost of Compliance

This section is a general discussion of the more significant changes between the June 2011 and the May 2012 draft Order, including cost of compliance. It is not possible to accurately predict the cost impact of requirements that involve an unknown level of implementation or that depend on environmental variables that are as yet undefined. Only general conclusions can be drawn from this information.

It is extremely important to note that many storm water program components and their associated costs existed before any MS4 permits were issued. For example, storm drain maintenance, street sweeping and trash/litter collection costs cannot be solely or even principally attributed to MS4 permit compliance since these long-standing practices preceded the adoption of the earliest storm water permit in 1990. Even many structural BMPs (erosion protection, energy dissipation devices, detention basins etc.) are standard engineering practice for many projects and are not implemented solely to comply with permit provisions. Therefore, the true cost resulting from MS4 permit requirements is some fraction of the total storm water program costs.

The California State University, Sacramento study found that only 38% of program costs are new costs fully attributable to MS4 permits. The remainder of program costs was either pre-existing or resulted from enhancement of pre-existing programs.⁴ The County of Orange found that even lesser amounts of program costs are solely attributable to MS4 permit compliance, reporting that the amount attributable to implement its Drainage Area Management Plan is less than 20% of the total budget. The remaining 80% is

⁴ Ibid. p. 58.

attributable to pre-existing programs.⁵ Any increase in cost to the Permittees by the requirements of this Order will be incremental in nature.

Testimony from the California Senate Select Committee on California Job Creation and Retention hearing and comment letters on the June 2011 draft Order asserted numerous estimates of compliance costs. Generally, the estimates are based on worst-case scenarios or the most restrictive interpretation of the June 2011 draft Order. A worst-case scenario would come about, for example, if a new Traditional MS4 Permittee fails to leverage existing resources and maximize efficiencies, and does not segregate pre-existing program expenditures and new costs to implement the storm water program when considering cost of compliance. Furthermore, the assertions do not take into consideration the phased-in nature of many of the June 2011 draft Order requirements. Finally, the cost estimate assertions did not address the diversity among Permittees, specifically the different levels of compliance from a new vs. renewal Traditional MS4 Permittee expenditure and new vs. renewal Non-traditional MS4 expenditure and funding sources.

State Water Board staff estimated the cost of compliance in two ways. First, staff utilized cost data from the California State University (CSUS) NPDES Stormwater Cost Survey⁶. The rationale for using this document is that it's very difficult to precisely determine the true cost of implementation of the Permittees' storm water management program as affected by this Order. Reported costs of compliance for the same program element vary widely from city to city and by a very great margin that cannot be explained. However, economies of scale play a great role for the great margin of compliance costs. Some Permittees storm water programs are general funded while others utilize a service/user/utility fees to support the program. Unfortunately, those Permittees with general funded programs must compete for dollars in a dwindling economic climate. Furthermore, a study by the Los Angeles Regional Water Board reported wide variability in the cost of compliance among municipal permit holders, which was not easily explained.⁷ Due to the wide diversity among the Permittees, Traditional and Non-traditional and new and renewal Permittees, the uncertainty of the extent of needed improvements, and the difficulty in isolating program costs attributable to permit compliance, the true cost of implementation can only be discussed in a general way.

Second, staff considered comparisons between the June 2011 draft Order and first term Phase I MS4 permits. The municipalities chosen in the CSUS survey were smaller Phase I cities, were early in the first permit term, and had reported cost in their annual reports. In addition, the cost categories correspond to the federal Phase II Small MS4 six minimum control measures. Given these factors, State Water Board staff estimated the worst-case scenario example to be a \$32 median annual cost per household to implement the June 2011 draft Order. The CSUS survey estimated the annual cost per household for the six storm water programs ranged from \$18 to \$46.

⁵ County of Orange, 2000. A NPDES Annual Progress Report. P. 60. More current data from the County of Orange is not used in this discussion because the County of Orange no longer reports such information.

⁶ California State University, NPDES Stormwater Cost Survey, 2005

⁷ LARWQCB, 2003. Review and Analysis of Budget Data Submitted by the Permittees for Fiscal Years 2000-2003. p.2

Of the 100 new Traditional Small MS4s proposed to be designated, 20,000 is the average population with an average of 2.8 individuals per household, therefore the average annual cost to implement the June 2011 draft Order is approximately \$229,000.

The average population of a renewal Traditional MS4 Permittee identified in the June 2011 draft Order is 27,353 with an average of 2.8 individuals per household. Therefore, the average annual cost to implement the June 2011 draft Order is approximately \$313,000.

As discussed previously, the May 2012 draft Order has undergone substantial edits and no requirements have been added to the draft Order that would materially increase the cost of compliance. State Water Board staff carefully evaluated comments from Stakeholder meetings, written public comments, and testimony from the Senate Select Committee hearing. And, although the May 2012 draft Order contains these substantial revisions, the draft Order continues to protect storm water quality without overburdening Permittees and Businesses. Below is a list of some of the more significant changes to reduce costs.

1. Deleted annual cost analysis
2. Deleted Industrial/Commercial Inspection Program
3. Deleted mandatory construction inspection frequency
4. Deleted Trash Reduction Program
5. Modified post-construction standard requirements
6. Modified Community-Based Social Marketing provision
7. Modified Non-traditional MS4 provisions
8. Extended compliance deadlines
9. Eliminated redundancy with construction inventory and tracking requirements
10. Deleted mandatory development of a citizen advisory group
11. Deleted costly IDDE monitoring, complaint response based
12. Made spatial data in a Geographic Information System (GIS) optional
13. Deleted requirement to identify 20% of storm drain system as high priority
14. Included Water Quality Monitoring Tiers

Though no firm conclusions or precise estimates can be drawn from this analysis, it is expected that the revisions to the May 2012 draft Order will significantly reduce the cost of compliance of the average annual cost per household from the estimated \$32 to substantially lower.

TMDLs

The cost of complying with TMDL waste load allocations is not considered since TMDLs are not subject to the MEP standard. Federal law requires that NPDES permits contain effluent limitations consistent with the assumptions of any applicable wasteload allocation in a TMDL. (40 C.F.R. §122.44(d)(1)(vii)(B).)

Benefits of Permit Costs

The State Water Board further found in adopting Order WQ-2000-11 that in considering the cost of compliance, it is also important to consider the costs of impairment; that is, the negative impact of pollution on the economy and the positive impact of improved water quality. For example, economic benefits may result through program

implementation, and alternative costs (as well as environmental impacts) may be incurred by not fully implementing the program.

Storm water management programs cannot be considered solely in terms of their costs. The programs must also be viewed in terms of their value to the public. For example, household willingness to pay for improvements in fresh water quality for fishing and boating has been estimated by U.S. EPA to be \$158-210.⁸ This estimate can be considered conservative, since it does not include important considerations such as marine waters benefits, wildlife benefits, or flood control benefits. The California State University, Sacramento study corroborates U.S. EPA's estimates, reporting annual household willingness to pay for statewide clean water to be \$180.⁹ Though these costs may be assessed differently at the state level than at the municipal level, the results indicate that there is public support for storm water management programs and that costs incurred by the Permittees to implement its storm water management program remain reasonable.

It is also important to consider the cost of not implementing a storm water management program. Urban runoff in southern California has been found to cause illness in people bathing near storm drains.¹⁰ A study of south Huntington Beach and north Newport Beach found that an illness rate of about 0.8% among bathers at those beaches resulted in about \$3 million annually in health-related expenses.¹¹ Extrapolation of such illness rates and associated health expenses to the beaches and other water contact recreation areas in the state would increase these costs significantly.

Storm water runoff and its impact on receiving waters also negatively affects the tourism industry. The California Travel and Tourism Commission estimated that out-of-state visitors spent \$168 per person per day (including transportation) in California in 2007. The Commission estimated total direct travel spending in California was \$97.6 billion, directly supporting 924,000 jobs, with earnings of \$30.6 billion. Effects on tourism from storm water runoff (e.g. beach closures) can have a significant impact on the economy. The experience of Huntington Beach provides an example of the potential economic impact of poor water quality. Approximately eight miles of Huntington Beach were closed for two months in the middle of summer of 1999, impacting beach visitation and the local economy.

Finally, the benefits of storm water management programs must be considered in conjunction with their costs. A study conducted by University of Southern California and the University of California, Los Angeles assessed the costs and benefits of implementing various approaches for achieving compliance with the MS4 permits in the Los Angeles Region. The study found that non-structural systems would cost \$2.8 billion but provide \$5.6 billion in benefit. If structural systems were necessary, the study found that total costs would range from \$5.7 to \$7.4 billion, while benefits could reach \$18 billion.¹² Costs are anticipated to be borne over many years, approximately a ten year minimum. That the benefits of the programs would considerably exceed their costs

⁸ Federal Register / Vol. 64, No. 235 / Wednesday, December 8, 1999 / Rules and Regulations. P. 68793.

⁹ State Water Board, 2005. NPDES Storm water Cost Survey. P. iv.

¹⁰ Haile, R.W., et al, 1996. An Epidemiological Study of Possible Adverse Health Effects of Swimming in Santa Monica Bay. Santa Monica Bay Restoration Project.

¹¹ Los Angeles Times, May 2, 2005. Here's What Ocean Germs Cost You: A UC Irvine Study Tallies the Cost of Treatment and Lost Wages for Beachgoers Who Get Sick.

¹² LARWQCB, 2004. Alternative Approaches to Storm water Control.

is a view corroborated by U.S. EPA, which also found that the benefits of implementation of its Phase II storm water rule would outweigh the costs.¹³

IV. UNFUNDED MANDATES

Article XIII B, Section 6(a) of the California Constitution provides that whenever “any state agency mandates a new program or higher level of service on any local government, the state shall provide a subvention of funds to reimburse that local government for the costs of the program or increased level of service.” The requirements of this Order do not constitute state mandates that are subject to a subvention of funds.

First, the requirements of this Order do not constitute a new program or a higher level of service as compared to the requirements of the Existing Order. The overarching requirement to impose controls to reduce the pollutants in municipal storm water is dictated by the Clean Water Act and is not new to this permit cycle. (33 U.S.C. §1342(p)(3)(B).) The inclusion of new and advanced measures as the storm water programs evolve and mature over time is anticipated under the Clean Water Act (55 Fed. Reg. 48052), and these new and advanced measures do not constitute a new program or higher level of service. Further, this Order sets out a more detailed set of requirements compared to the 2003 Order in large part because, unlike the 2003 Order, this Order does not require submission of SWMPs. Specifics concerning how the minimum measures will be implemented, which would have been proposed in the SWMP under the 2003 Order, are now incorporated into the Order itself.

Second, and more broadly, mandates imposed by federal law, rather than by a state agency, are exempt from the requirement that the local agency's expenditures be reimbursed. (Cal. Const., art. XIII B, §9, subd. (b).) The Draft Order implements federally mandated requirements under the Clean Water Act and its requirements are therefore not subject to subvention of funds. This includes federal requirements to effectively prohibit non-storm water discharges, to reduce the discharge of pollutants to the maximum extent practicable, and to include such other provisions as the Administrator or the State determines appropriate for the control of such pollutants. (30 U.S.C. §1342(p)(3)(B).) The authority exercised under this Order is not reserved state authority under the Clean Water Act's savings clause (*cf. Burbank v. State Water Resources Control Bd.* (2005) 35 Cal.4th 613, 627-628), but instead is part of a federal mandate to develop pollutant reduction requirements for municipal separate storm sewer systems. To this extent, it is entirely federal authority that forms the legal basis to establish the permit provisions. (See, *City of Rancho Cucamonga v. Regional Water Quality Control Bd.-Santa Ana Region* (2006) 135 Cal.App.4th 1377, 1389; *Building Industry Ass'n of San Diego County v. State Water Resources Control Bd.* (2004) 124 Cal.App.4th 866, 882-883.)

Further, the maximum extent practicable standard is a flexible standard that balances a number of considerations, including technical feasibility, cost, public acceptance, regulatory compliance, and effectiveness. (*Building Ind. Asso., supra*, 124 Cal. App.4th at pp. 873, 874, 889.) Such considerations change over time with advances in technology and with experience gained in storm water management. (55 Fed.Reg.

¹³ Federal Register / Vol. 64, No. 235 / Wednesday, December 8, 1999 / Rules and Regulations. P. 68791.

48052.) Accordingly, the determination of whether the Draft Order conditions exceed the requirements of federal law cannot be based on a point by point comparison of the permit conditions and the six minimum measures that are required "at a minimum" to reduce pollutants to the maximum extent practicable and to protect water quality (40 C.F.R. §122.34). Likewise, individual permit provisions cannot be considered in isolation. When implementing the federal requirement to reduce pollutants to the maximum extent practicable, the entire permit must be evaluated as a whole. This is so because the permitting agency may decide that it is more practicable to expend limited municipal resources on one aspect of the permit rather than another. In other words, requirements in one area may be relaxed to account for greater expenditures in another that will reduce pollutants to the maximum extent practicable

In recent months, the County of Los Angeles and County of Sacramento Superior Courts have granted writs setting aside decisions of the Commission on State Mandates that held that certain requirements in Phase I permits constituted unfunded mandates. In both cases, the courts found that the correct analysis in determining whether a municipal storm water permit constituted a state mandate was to evaluate whether the permit conditions were expressly specified in federal statute or regulation but whether the permit conditions exceeded the maximum extent practicable standard. (*State of Cal. v. Comm. On State Mandates* (Super. Ct. Sacramento County, 2012, No. 34-2010-80000604), *State of Cal. v. County of Los Angeles* (Super. Ct. Los Angeles County, 2011, No. BS130730.) It should be noted that USEPA has issued an MS4 Permit Improvement Guide (April 2010, available at: http://www.epa.gov/npdes/pubs/ms4permit_improvement_guide.pdf) that recommends many provisions for Phase II MS4 permits not explicitly specified in the six minimum measures established at Code of Federal Regulations, title 40, section 122.34.

As laid out in this Fact Sheet and as supported by the record of this permitting action, the requirements of the Draft Order, taken as a whole rather than individually, are necessary to reduce the discharge of pollutants to the maximum extent practicable, to effectively prohibit non-storm water discharges, and to protect water quality. The findings as to implementing these federal requirements are the expert conclusions of the principal state agency charged with implementing the NPDES program in California. (Wat. Code, §§13001.) The requirements of the Draft Order do not constitute an unfunded mandate.

It should be noted that the Draft Order provisions to effectively prohibit non-storm water discharges are also mandated by the Clean Water Act. (33 U.S.C. §1342(p)(3)(B)(ii).) Likewise, the provisions of this Draft Order to implement total maximum daily loads (TMDLs) are federal mandates. Federal law requires that permits must contain effluent limitations consistent with the assumptions of any applicable wasteload allocation in a TMDL. (40 C.F.R. §122.44(d)(1)(vii)(B).)

Finally, even if any of the permit provisions could be considered unfunded mandates, under Government Code section 17556, subdivision (d), a state mandate is not subject to reimbursement if the local agency has the authority to charge a fee. The local agency permittees have the authority to levy service charges, fees, or assessments sufficient to pay for compliance with this Order. (See, e.g., *Apartment Ass'n of Los Angeles County, Inc. v. City of Los Angeles* (2001) 24 Cal.4th 830, 842.) The authority of a local agency to defray the cost of a program without raising taxes indicates that a

program does not entail a cost subject to subvention. (*Clovis Unified School Dist. v. Chiang* (2010) 188 Cal. App.4th 794, 812, quoting *Connell v. Superior court* (1997) 59 Cal.App.4th 382, 401; *County of Fresno v. State of California* (1991) 53 Cal.3d 482, 487-488.)

V. ROLE OF THE REGIONAL WATER BOARDS

Under the Water Code, either the State Water Board or the regional boards have authority to issue NPDES permits (Wat. Code, §13377.) The State Water Board is issuing this Order; however Regional Water Board staff will continue to have the authority to evaluate each individual Permittee's compliance through online Annual Report review and by requesting a detailed annual report from Permittees anytime during the permit term. In addition, Regional Board staff can conduct program evaluations (audits). These evaluations can either be targeted or comprehensive evaluations. Responsibilities of Regional Water Board staff also include oversight of implementation and compliance with this Order. As appropriate, they can require modification to programs and other submissions, impose region-specific monitoring requirements, conduct inspections, take enforcement actions, and make additional designations of Regulated Small MS4s. The Regional Water Boards also have a role in approving water quality monitoring efforts and may also direct that dischargers carry out a particular type of education and outreach program (see discussion under Section XII).

Regional Water Boards may also issue individual permits to Regulated Small MS4s, and alternative general permits to categories of Regulated Small MS4s. In addition, Regional Water Boards may allow Phase II Permittees the ability to become Phase I Permittees within the same urbanized area. Upon issuance of such permits by a Regional Water Board, this Order shall no longer regulate the affected MS4s.

The Permittees and Regional Water Boards are encouraged to work together to accomplish the goals of the storm water program, specifically, by coordinating the oversight of construction and industrial sites. For example, certain Permittees are required to implement a construction program that must include procedures for construction site inspection and enforcement. Construction sites disturbing an acre of land or more are also subject to inspections by the Regional Water Board under the State Water Board's Construction General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities (CGP). U.S. EPA intended to provide a structure that requires permitting through the federal Clean Water Act while at the same time achieving local oversight of construction projects. A structured plan review process and field enforcement at the local level, which is also required by this Order, were cited in the preamble to the Phase II regulations as the most effective components of a construction program.

The Permittees and Regional Water Boards are encouraged to coordinate efforts and use each of their enforcement tools in the most effective manner. However, in order to further ensure coordination, this Order requires Permittees to include procedures for referring non-filers as identified in the Program Management section and violations of the storm water general permits to the Regional Water Board when observed.

Dispute Resolution

As discussed, several areas of the permit will be mandated at the discretion of the Regional Board Executive Officer after permit adoption. In this function, the Regional Water Board Executive Officers are in essence acting as agents of the State Water Board. Therefore, determinations of the Regional Water Board Executive Officers in interpreting and implementing this permit are considered actions of the State Water Board (and accordingly not actions of the Regional Water Board subject to the petition process under Water Code section 13320) except where the Regional Water Board itself acts or the Executive Officer acts under Water Code Sections 13300, 13304, or 13383. However, recognizing the need for some level of statewide consistency in interpretation and implementation of Order provisions, the Order includes a dispute resolution process where there is disagreement between a Permittee and a Regional Water Board Executive Officer. The Permittee should first attempt to resolve the issue with the Executive Officer of the Regional Water Board. If a satisfactory resolution is not obtained at the Regional Water Board level, the Permittee may submit the issue in writing to the Executive Director of the State Water Board or his designee for resolution, with a copy to the Executive Officer of the Regional Water Board. The issue must be submitted to the Executive Director within thirty days of any final determination by the Executive Officer of the Regional Water Board; after thirty days the Permittee will be deemed to have accepted the Regional Water Board Executive Officer's determination. The Executive Officer of the Regional Water Board will be provided an opportunity to respond.

VI. ENTITIES SUBJECT TO THIS ORDER

This Order regulates discharges of storm water from Regulated Small MS4s. A Regulated Small MS4 is a Small MS4 that has been designated as regulated in accordance with criteria described in 40 C.F.R. 122.32.

a. Renewal Permittee - Traditional and Non-traditional MS4s

All Traditional and Non-traditional MS4s currently covered under the existing General Permit are covered under this Order and must implement the requirements of this Order.

b. New Traditional MS4 Permittee or New Urbanized Areas

In some cases, the urbanized boundaries and/or infrastructure of previously permitted Traditional MS4 Permittees may expand to include new areas designated as urbanized under the 2010 U.S. Decennial Census (e.g., when new areas are annexed within the urbanized area). Permittees must identify and include these new urbanized areas as part of their existing storm water program. Any new urbanized areas must be indicated on Permittees permit boundary map. For cities, the permit area boundary is the city boundary. For counties, permit boundaries must include urbanized areas and places identified in Attachment A located within their jurisdictions. The boundaries must be proposed in the permit boundary map and may be developed in conjunction with the applicable Regional Water Board

New Traditional MS4 Permittees that are outside of Urbanized Areas have been designated as Regulated Small MS4s based on one or more of the following criteria developed by the State Water Board:

- 1) High population and population density – High population means a population of 10,000 or more. High population density means a density greater than 1,000 residents per square mile. Also considered in this definition is high density created by a non-residential population, such as tourists or commuters.
- 2) Discharge to Areas of Special Biological Significance (ASBS) as defined in the California Ocean Plan.

The above factors were considered when evaluating whether an MS4 outside an Urbanized Area should be regulated pursuant to this Order. An MS4 and the population that it serves need not meet all of the factors to be designated. The criteria selected to designate MS4s to be regulated are based on the potential impact to water quality due to conditions influencing discharges into their system or due to their discharge location(s).

On a case by case basis, the Regional Water Boards may designate Small MS4s outside of Urbanized Areas as Regulated Small MS4s. Case by case determinations of designation shall be based on the potential of a Small MS4's discharges to result in exceedances of water quality standards, including impairment of designated uses, or other significant water quality impacts, including habitat and biological impacts. Where such case by case designations have been recommended by the Regional Water Boards prior to adoption of this Order, the designated Small MS4s are listed on the relevant Attachments to the Order and the reasons for designation are laid out in the Fact Sheet. The Regional Water Boards may continue to make case by case determinations of designation during the permit term by notification to the discharger, which shall include a statement of reasons for the designation.

Finally, any Small MS4 that contributes substantially to the pollutant loadings of a physically interconnected municipal separate storm sewer that is regulated by the NPDES storm water program must be designated as Regulated Small MS4s. An MS4 is interconnected with a separately permitted MS4 if storm water that has entered the MS4 is discharged to another permitted MS4. In general, if the MS4 discharges more than 10 percent of its storm water to the permitted MS4, or its discharge makes up more than 10 percent of the other permitted MS4's total storm water volume, it is a significant contributor of pollutants to the permitted MS4. In specific cases, the MS4s involved or third parties may show that the 10 percent threshold is inappropriate for the MS4 in question.

The definition for significant contributor of pollutants to an interconnected permitted MS4 uses a volume of 10 percent, with the assumption that storm water contains pollutants. This is meant to capture flows that may affect water quality or the permit compliance status of another MS4, but exclude incidental flows between communities.

c. New Non-traditional MS4 Permittees

Non-traditional MS4s include, but are not limited to, universities, prisons, large hospitals, military bases (e.g., State Army National Guard barracks), and State parks.

The existing General Permit, Water Quality Order 2003-0005-DWQ, Attachment 3 listed Non-traditional MS4s anticipated to be designated by the end of the permit term, either by the State or Regional Water Boards. However, some Non-traditional MS4s were not designated. All Non-traditional MS4s, except K-12 School Districts, Offices of Education and Community Colleges, not yet designated are now subject to this Order. These entities are listed in Attachment B.

Additional Non-traditional MS4 Permittees have been designated as Regulated Small MS4s in accordance with the same criteria described in b above.

VII. APPLICATION REQUIREMENTS

All Regulated Small MS4s listed in Attachments A and B are automatically designated upon adoption of this Order and must file for coverage. To file for coverage, Permittees must electronically file an NOI on the State Water Board's SMARTS website and mail the appropriate permit fee to the State Water Board:

<https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp>

The NOI will include a statement that the discharger intends to comply with the BMP requirements of the Order in lieu of proposing BMP practices. Permittees must file the NOI by July 1, 2013.

Joint Phase II Co-Permittees or Permittees relying on Separate Implementing Entities must also electronically file an NOI via SMARTS and mail the appropriate fee to the State Water Board, by July 1, 2013.

Census Designated Places (CDPs) are included in Attachment A to clearly show that they are designated Phase II entities. However, CDPs that are located within an urbanized area and within an existing NPDES permit area do not have a government entity and as such, are not required to file separately and pay fees. The Permittee (ie. a designated county) will name the CDPs within their jurisdiction when they file their NOI via SMARTS.

For fee purposes, in determining the total population served by the MS4, both resident and commuter populations are to be included. For example, publicly operated school complexes including universities and colleges, the total population served would include the sum of the average annual student enrollment plus staff.

For community services districts, the total population served would include the resident population and any non-residents regularly employed in the areas served by the district.

Regulated Small MS4s that fail to obtain coverage under this Order or other NPDES permit for storm water discharges will be in violation of the Clean Water Act and the California Water Code.

The Order includes State and Regional Water Board contact information for questions and submittals.

Waiver Certification

This Order allows Regulated Small MS4s to request a waiver of requirements. Regulated Small MS4 must certify (1) their discharges do not cause or contribute to, or have the potential to cause or contribute to a water quality impairment, and (2) they meet one of the following three waiver options:

a. Option 1

- (1) The jurisdiction served by the system is less than 1,000 people;
- (2) The system is not contributing substantially to the pollutant loadings of a physically interconnected regulated MS4; and
- (3) If the small MS4 discharges any pollutants identified as a cause of impairment of any water body to which it discharges, storm water controls are not needed based on waste load allocations that are part of an EPA approved or established TMDL that addresses the pollutant(s) of concern.

b. Option 2

- (1) The jurisdiction served by the system is less than 10,000 people;
- (2) The Regional Water Board has evaluated all waters of the U.S. that receive a discharge from the system;
- (3) The Regional Water Board has determined that storm water BMPs are not needed based on wasteload allocations that are part of an EPA approved or established TMDL that addresses the pollutant(s) of concern or an equivalent analysis; and
- (4) The Regional Water Board has determined that future discharges from the Regulated Small MS4 do not have the potential to result in exceedances of water quality standards.

c. Option 3 (applicable to Small MS4s outside an Urbanized Area only)

- (1) Small Disadvantaged Community – a community with a population of 20,000 or less with an annual median household income (MHI) that is less than 80 percent of the statewide annual MHI (CWC § 79505.5 (a)).

VIII. POST-CONSTRUCTION STORMWATER MANAGEMENT CRITERIA FOR NEW DEVELOPMENT AND REDEVELOPMENT

This Order incorporates Site Design and Low Impact Development (LID) Runoff requirements for new development and redevelopment. The Order will incorporate runoff retention and hydromodification control criteria in the next permit term that will be keyed to specific watershed processes as identified by the State Water Board within specific Watershed Management Zones (WMZs). The WMZs will be used to identify applicable areas and appropriate criteria for runoff retention and hydromodification control.

IX. DISCHARGE PROHIBITIONS

Storm Water Discharges

This Order authorizes storm water and conditionally exempt non-storm water discharges¹⁴ from the Permittees' MS4s subject to effluent and receiving water limitations. This Order prohibits the discharge of material other than storm water, unless specifically authorized in this Order.

Non-Storm Water Discharges

Section 402(p)(3)(B)(ii) of the Clean Water Act requires that MS4 permits include a requirement to effectively prohibit non-storm water discharges into the storm sewers. Prohibition B.3 of the Order implements this requirement. Although the Clean Water Act phrases the non-storm water discharge prohibition as a prohibition of discharges "into the storm sewers," this Order states that "discharges *through the MS4* of material other than storm water to waters of the U.S. shall be effectively prohibited." There is no meaningful distinction between the two language iterations as both prohibit discharges from reaching receiving waters and are consistent with the intent of the Clean Water Act. When discussing the effective prohibition of non-storm water discharges, U.S. EPA's preamble to its Phase I regulations uses the term "through" interchangeably with the term "into." (55 Fed. Reg. 47995.) Staff believes that the use of the phrasing "through the MS4 . . . to waters of the U.S." allows the Permittees greater flexibility with regard to utilizing dry weather diversions.

The Phase I regulations at 40 C.F.R. §122.34(b)(3)(iii) specify certain categories of non-storm water discharges that are conditionally exempt from the prohibition and the Order follows this approach. Unless authorized by a separate NPDES permit, non-storm water discharges that are not specifically exempted by this Order are prohibited. Certain enumerated conditionally exempt non-storm water discharges are allowed provided they are not found to be significant source of pollution. If a discharger or a Regional Water Board Executive Officer determines that any individual or class of conditionally exempt non-storm water discharge may be a significant source of pollutants, the Regional Water Board may require the discharger to monitor and submit a report and impose BMPs to control the discharge.

Areas of Special Biological Significance

The State Water Board adopted the California Ocean Plan (Ocean Plan) on July 6, 1972 and revised the Ocean Plan in 1978, 1983, 1988, 1990, 1997, 2000, 2005 and 2009. The Ocean Plan prohibits the discharge of waste to Areas of Special Biological Significance (ASBS). The State Water Board designates ASBS as ocean areas requiring protection of species or biological communities to the extent that alteration of natural water quality is undesirable.

The Ocean Plan states that the State Water Board may grant an exception to Ocean Plan provisions where the State Water Board determines that the exception will not compromise protection of ocean waters for beneficial uses and the public interest will be served.

¹⁴ Conditionally exempt non-storm water also refers to authorized non-storm water.

On October 18, 2004, the State Water Board directed several dischargers to cease the discharge of storm water and nonpoint source waste into ASBS, or request an exception to the Ocean Plan. Several of these dischargers are designated as Regulated Small MS4s.

On March 20, 2012, the State Water Board adopted Resolution 2012-0012 granting an exception from the Ocean Plan prohibition to 13 parties (Attachment D) designated as Regulated Small MS4s under this Order. In order to legally discharge into an ASBS, the parties must comply with the terms of the exception and have an appropriate authorization to discharge. Authorization for point source discharges to ASBS consists of coverage under this NPDES Order.

The parties authorized to discharge under the general exception are listed in Attachment D. The general exception contains "Special Protections" to protect beneficial uses and maintain natural water quality in ASBS. Limited by the special conditions in the resolution, parties listed in Attachment D can legally discharge waste into ASBS as long as the discharges are also regulated under this Order.

This Order incorporates the terms of the exception and includes the monitoring requirements the 13 parties identified as Regulated Small MS4s must comply with.

X. EFFLUENT LIMITATIONS

Consistent with Clean Water Act section 402(p)(3)(B)(iii), this Order requires that Permittees implement controls to reduce the discharge of pollutants from their MS4s to waters of the U. S. to the Maximum Extent Practicable (MEP). The MEP standard requires Permittees to apply Best Management Practices (BMPs) that are effective in reducing or eliminating the discharge of pollutants to the waters of the U.S. MEP emphasizes pollutant reduction and source control BMPs to prevent pollutants from entering storm water runoff. MEP may require treatment of the storm water runoff if it contains pollutants. The MEP standard is an ever-evolving, flexible, and advancing concept, which considers technical and economic feasibility. As knowledge about controlling urban runoff continues to evolve, so does that which constitutes MEP. BMP development is a dynamic process and may require changes over time as the Permittees gain experience and/or the state of the science and art progresses. Permittees must conduct and document evaluation and assessment of each relevant element of the program, and of the program as a whole, and revise activities, control measures/BMPs, and measurable goals, as necessary to meet MEP. MEP requires Permittees to choose effective BMPs, and to reject applicable BMPs only where other effective BMPs will serve the same purpose, the BMPs are not technically feasible, or the cost is prohibitive. Further, because local conditions vary, some BMPs may be more effective in one community than in another. MEP is the cumulative result of implementing, evaluating, and creating corresponding changes to a variety of technically appropriate and economically feasible BMPs, ensuring that the most appropriate BMPs are implemented in the most effective manner.

Under 40 Code of Federal Regulations section 122.44(k)(2)&(3), the State Water Board may impose BMPs for control of storm water discharges in lieu of numeric effluent limitations.¹⁵

In 2004, the State Water Board assembled a blue ribbon panel to address the feasibility of including numeric effluent limits as part of NPDES municipal, industrial, and construction storm water permits. The panel issued a report dated June 19, 2006, which included recommendations as to the feasibility of including numeric limits in storm water permits, how such limits should be established, and what data should be required.

The report concluded that "It is not feasible at this time to set enforceable numeric effluent criteria for municipal BMPs and in particular urban discharges. However, it is possible to select and design them much more rigorously with respect to the physical, chemical and/or biological processes that take place within them, providing more confidence that the estimated mean concentrations of constituents in the effluents will be close to the design target."

Consistent with the federal regulations, the findings of the Blue Ribbon Panel, and precedential State Water Board orders (State Water Board Orders Nos. WQ 91-03 and WQ 91-04), this Order allows the Permittees to implement BMPs to comply with the requirements of the Order.

XI. RECEIVING WATER LIMITATIONS

Under federal law, an MS4 permit must include "controls to reduce the discharge of pollutants to the maximum extent practicable . . . and such other provisions as . . . the State determines appropriate for the control of such pollutants." (Clean Water Act §402(p)(3)(B)(iii).) Consistent with this provision, requirements to meet water quality standards are at the discretion of the permitting agency. (*Defenders of Wildlife v. Browner* (9th Cir. 1999) 191 F3d 1159.)

The State Water Board has previously determined that limitations necessary to meet water quality standards are appropriate for the control of pollutants discharged by MS4s and must be included in MS4 permits. (State Water Board Orders WQ 91-03, 98-01, 99-05, 2001-15). This Order accordingly prohibits discharges that cause or contribute to violations of water quality standards. Consistent with federal law, the State Water Board has also found it appropriate to require implementation of BMPs in lieu of numeric water quality-based effluent limitations and further, in lieu of "strict compliance" with water quality standards, has prescribed an iterative process of BMP improvement to achieve

¹⁵ On November 12, 2010, U.S. EPA issued a revision to a November 22, 2002, memorandum in which it had "affirm[ed] the appropriateness of an iterative, adaptive management best management practices (BMP) approach" for improving storm water management over time. In the revisions, U.S. EPA recommended that, in the case the permitting authority determines that MS4 discharges have the reasonable potential to cause or contribute to a water quality excursion, the permitting authority, where feasible, include numeric effluent limitations as necessary to meet water quality standards. However, the revisions recognized that the permitting authority's decision as to how to express water quality based effluent limitations (WQBELs), i.e. as numeric effluent limitations or BMPs, would be based on an analysis of the specific facts and circumstances surrounding the permit. U.S. EPA has since invited comment on the 2010 memorandum and will be making a determination as to whether to "either retain the memorandum without change, to reissue it with revisions, or to withdraw it." http://www.epa.gov/npdes/pubs/sw_tmdlwla_comments.pdf

water quality standards. (State Water Board Orders WQ 91-03, 98-01, 2001-15; 40 C.F.R. §122.44(k).) As a result, this Order further sets out that, upon determination that a Permittee is causing or contributing to an exceedance of applicable water quality standards, the Permittee must engage in an iterative process of proposing and implementing additional control measures to prevent or reduce the pollutants causing or contributing to the exceedance. This iterative process is modeled on receiving water limitations set out in State Water Board precedential Order WQ 99-05 and required by that Order to be included in all municipal storm water permits.

The Water Boards have generally directed dischargers to achieve compliance with water quality standards by improving control measures through the iterative process and, as a matter of practice, have generally declined to initiate enforcement actions against MS4 permittees who have been actively engaged in the iterative process. At the same time, however, the Water Boards have maintained that the iterative process does not provide a “safe harbor” to MS4 permittees:¹⁶ that is, when a discharger is shown to be causing or contributing to an exceedance of water quality standards, that discharger is in violation of the relevant discharge prohibitions and receiving water limitations of the permit and potentially subject to enforcement by the Water Boards or through a citizen suit, even if the discharger is actively engaged in the iterative process.

The question of the “safe harbor” became a priority concern for storm water dischargers following the Ninth Circuit’s holding in *Natural Resources Defense Council, Inc. v. County of Los Angeles* (2011) 673 F.3d 880 that engagement in the iterative process does not provide a safe harbor from liability for violations of permit terms prohibiting exceedances of water quality standards. Although the U.S. Supreme Court has reversed the judgment of the Ninth Circuit and remanded (on grounds unrelated to the “safe harbor” holding), *LA County Flood Control District v. NRDC* (2013) 568 U.S._____, the receiving water limitations provisions is expected to remain a significant issue for dischargers based on the position, to date, of the Water Boards that the iterative process does not provide a “safe harbor” from violations. The State Water Board has received multiple comments, from dischargers and from other interested parties, expressing confusion and concern about the Order provisions regarding receiving water limitations and the iterative process. Many commenters have stated that the provisions as currently written do not provide the dischargers with a viable path to compliance with the proposed Order. Other commenters, including environmental parties, support the current language.

As stated above, the provisions in this Order regarding receiving water limitations and the iterative process are based on precedential Board orders. Accordingly, substantially identical provisions are found in the adopted Caltrans MS4 NPDES permit, as well as the Phase I NPDES permits issued by the Regional Water Boards. Because of the broad applicability of any policy decisions regarding the receiving water limitations and iterative process provisions, the State Water Board held a public workshop on November 20, 2012, to consider this issue and seek public input.

Rather than delay consideration of adoption of the tentative Order in anticipation of any future changes to the receiving water limitations and iterative process provisions that

¹⁶ *Building Industry Assn. of San Diego County v. State Water Resources Control Bd.* (2004) 124 Cal.App.4th 866; *City of Rancho Cucamonga v. Regional Water Quality Control Bd.* (2006) 135 Cal.App.4th 1377.

may result from the public workshop and deliberation, the Board has added a specific reopener clause at Section H to facilitate any future revisions as necessary.

XII. STORM WATER MANAGEMENT PROGRAM FOR TRADITIONAL MS4s

PROGRAM ELEMENTS

Program Management

This component is essential to ensure timely implementation of all elements of the storm water program and consistency with the Order requirements. Lessons learned in California from Phase I Permittees and various municipal audits are that a Program Management element can:

- a. Identify departments that assist with the implementation of the program as well as their roles and responsibilities; and
- b. Maintain and enforce adequate legal authority to control pollutant discharges.

Adequate Legal Authority and Certification

Legal Authority: Clean Water Act § 402(p)(3)(b); 40 C.F.R. §§ 122.22(b), 122.34(b)(3)(ii)(B), (b)(4)(ii)(A), and (b)(5)(ii)(B); 122.41(k). MS4 Permit Improvement Guide, U.S. EPA, April 2010, EPA 833-R-10-001; MS4 Program Evaluation Guidance, U.S. EPA, EPA-833-R-07-003

Adequate legal authority is required for Permittees to implement and enforce their storm water programs. Without adequate legal authority, Permittees would be unable to perform many vital program elements such as performing inspections and requiring installation of control measures. In addition, Permittees would not be able to conduct enforcement activities, assess penalties and/or recover costs of remediation.

Enforcement Response Plan

Legal Authority: Clean Water Act §402(p)(3)(b); MS4 Permit Improvement Guide, U.S. EPA, April 2010, EPA 833-R-10-001; MS4 Program Evaluation Guidance, U.S. EPA, EPA-833-R-07-003

In ordinances or other regulatory mechanisms, Permittees are required to include penalty provisions to (1) ensure compliance with construction and industrial requirements, (2) to require the removal of illicit discharges, and (3) to address noncompliance with post-construction requirements. To meet these requirements, this Order requires enforcement responses that vary with the type of permit violation, and escalate if violations are repeated or not corrected. The Permittee must develop and implement an Enforcement Response Plan (ERP), which clearly describes the action to be taken for common violations associated with the construction program, illicit discharge detection and elimination, or other program elements. A well-written ERP provides guidance to inspectors on the different enforcement responses available, actions to address general permit non-filers, when and how to refer violators to the State, and how to track enforcement actions.

Education and Outreach on Storm Water Impacts

Legal Authority: Clean Water Act § 402(p)(3)(b); 40 C.F.R. § 122.34(b)(1); MS4 Permit Improvement Guide, U.S. EPA, April 2010, EPA 833-R-10-001; MS4 Program

Evaluation Guidance, U.S. EPA , EPA-833-R-07-003; U.S. EPA Stormwater Phase II Final Rule Fact Sheet Series, U.S. EPA Stormwater Phase II Final Rule (64 FR 68722), U.S. EPA National Menu of Best Management Practices for Stormwater Phase II¹⁷; Measurable Goals Guidance for Phase II Small MS4s; U.S. EPA Getting In Step

Without a focused and comprehensive program, outreach and education efforts will be poorly coordinated and ineffective. This Order requires Permittees to develop an education and outreach program that is tailored and targeted to specific water quality issues of concern in the community. These community-wide and targeted issues should then guide the development of the comprehensive outreach program, including the creation of appropriate messages and educational materials. Outreach and education not only includes the public as the target audience, but includes Permittee staff and construction site operators as well.

This Order includes a different compliance path that, upon determination by a Regional Board Executive Officer, requires the possible implementation of Community-Based Social Marketing (CBSM). CBSM is a systematic way to change the behavior of communities to reduce their impact on the environment. Simply providing information is usually not sufficient to initiate behavior change. CBSM uses tools and findings from social psychology to discover the perceived barriers to behavior change and ways of overcoming these barriers.¹⁸

CBSM is also cited in EPA's Getting in Step¹⁹ outreach guide which includes successful CBSM case studies. The CBSM path is included in Attachment E.

To ensure effective implementation of CBSM principles, Regional Water Boards who have invoked Attachment E, CBSM Requirements, are encouraged to consult with Permittees to ensure CBSM principles are implemented adequately. Regional Board staff should use the first year annual report and effectiveness assessment information during the consultation. The information gained from the consultation should assist the Regional Water Board's evaluation of program effectiveness and whether a Permittee should continue implementation of Attachment E.

In addition to external public outreach, outreach and education efforts should also be directed internally at Permittee staff who, as part of their normal job responsibilities, participate in storm water program operations such as illicit discharge detection and elimination, construction, and pollution prevention and good housekeeping. The training program will ensure proper illicit discharge and illicit connection identification, reporting and response. The construction training program will ensure that Permittee staff who is responsible for construction storm water program implementation receive adequate training. Additionally, the Permittee must develop educational materials and training for construction site operators to ensure program compliance. Construction operators must be educated about site requirements for control measures, local storm water requirements, enforcement activities, and penalties for non-compliance. Permittee staff

¹⁷ <http://cfpub.epa.gov/npdes/stormwater/menuofbmps/>

¹⁸ A variation of social marketing, referred to as CBSM by Canadian environmental psychologist Doug McKenzie-Mohr.

¹⁹ Getting in Step, 3rd Edition, A Guide to Watershed Outreach Campaigns, November 2010
EPA 841-B-10-002

training in pollution prevention/good housekeeping will ensure the incorporation of pollution prevention/good housekeeping techniques into Permittee operations.

A comprehensive and cohesive outreach and education program will likely be effective and well-coordinated if it involves the public, storm water program staff, and construction site operators.

This Order includes a list of potential residential and commercial pollution sources, but the Permittee may also identify other sources that contribute significant pollutant loads to the MS4. The Order identifies specific pollutant generating activities that must be addressed, including organized car washes, mobile cleaning and power washing operations, and landscape over-irrigation.

The Permittee is encouraged to use existing public educational materials in its program. The Permittee is also encouraged to leverage resources with other agencies and municipalities with similar public education goals.

In addition, this Order requires storm water education for school-age children. The United States suffers from a "nature deficit disorder" as discussed in popular literature (e.g., "Last Child in the Woods" by Richard Louv) and elsewhere (American Fisheries Society "Fisheries" magazine, available at www.fisheries.org). As discussed in the "America's Great Outdoors: A Promise to Future Generations" report, in order to make environmental stewardship and conservation relevant to young Americans, environmental and place-based, experiential learning must be integrated into school curricula and school facility management across the country.²⁰ If a program such as Splash (www.sacsplash.org/), Effie Yeaw Nature Center (www.sacnature.net) or Yolo Basin (www.Yolobasin.org) does not exist, Permittees are encouraged to use California's Education and Environment Initiative Curriculum (EEI)²¹ or equivalent. California's landmark EEI Curriculum is a national model designed to help prepare today's students to become future scientists, economists, and green technology leaders.

The K-12th grade curriculum is comprised of 85 units teaching select Science and History-Social Science academic standards. Each EEI Curriculum unit teaches these standards to mastery using a unique set of California Environmental Principles and Concepts. The EEI curriculum was created to bring education about the environment into the primary and secondary classrooms of more than 1,000 school districts serving over 6 million students throughout California.

Classroom education plays an integral role in any storm water pollution outreach program. Providing storm water education through schools conveys the message not only to students but to their parents. Permittees should partner with educators and experts to develop storm water-related programs for the classroom. These lessons need not be elaborate or expensive to be effective.

The Permittees' role is to support a school district's storm water education efforts, not to dictate what programs and materials the school should use. Permittees should work with school officials to identify their needs. For example, if the schools request storm water outreach materials, Permittees can provide a range of educational aids, from

²⁰ <http://americasgreatoutdoors.gov/files/2011/02/AGO-Report-With-All-Appendices-3-1-11.pdf>

²¹ <http://www.californiaeei.org/>

simple photocopied handouts, overheads, posters and slide shows, to more costly and elaborate working models and displays.

The principal goal of any public education and outreach effort is to change awareness and knowledge. The advanced level public education and outreach effort goes a step further in pursuit of changing behavior. The Permittee should develop a process to assess its public education and outreach programs and to determine necessary improvements to raise public awareness and knowledge. The Permittee is encouraged to use a variety of assessment methods to evaluate the effectiveness of different public education activities. The first evaluation assessment must be conducted before the final year of the Permittee's coverage under this permit, before the next permit is issued. Permittees should coordinate their evaluation assessment with other Permittees on a regional level to determine how best to get the regional message out and how to facilitate awareness, knowledge and ultimately, behavior changes.

Public Involvement/Participation

Legal Authority: Clean Water Act § 402(p)(3)(b); 40 C.F.R. § 122.34(b)(2).
MS4 Permit Improvement Guide, U.S. EPA, April 2010, EPA 833-R-10-001

Storm water management programs can be greatly improved by involving the community throughout the entire process of developing and implementing the program. Involving the public benefits both the Permittee as well as the community. By listening to public concerns and coming up with solutions together, the Permittee stands to gain public support and the community should become invested in the program. The Permittees will likewise gain more insight into the most effective ways to communicate their messages.

This Order requires the development of a public involvement strategy, which may include a citizen advisory group or process to solicit feedback on the storm water program, and opportunities for citizens to participate in implementation of the storm water program. If a citizen advisory group is developed, the group should meet with the local land use planners and provide input on land use code or ordinance updates so that land use requirements incorporate provisions for better management of storm water runoff and watershed protection. Public participation in implementation of the storm water program can include many different activities such as stream clean-ups, storm drain markings, volunteer monitoring, and participation in integrated regional water management and watershed planning efforts.

Permittees are encouraged to work together with other entities that have an impact on storm water (for example, schools, homeowner associations, Department of Transportation agencies, other MS4s). Permittees are also encouraged to work through existing advisory groups, community groups or processes in order to implement these public involvement requirements.

Illicit Discharge Detection and Elimination

Legal Authority: Clean Water Act § 402(p)(3)(b); 40 C.F.R. § 122.34(b)(3).
MS4 Permit Improvement Guide, U.S. EPA, April 2010, EPA 833-R-10-001

Studies have shown that dry weather flows from the storm drain system may contribute a larger amount of some pollutants than wet weather storm water flows.²² Detecting and eliminating these illicit discharges involves complex detective work, which makes it hard to establish a rigid prescription to identify and correct all illicit connections. There is no single approach to take, but rather a variety of ways to get from detection to elimination.

Local knowledge and available resources can play significant roles in determining which path to take. At the very least, communities need to systematically understand and characterize their stream, conveyance, and storm sewer infrastructure systems. Illicit discharges need to be identified and eliminated. The process is ongoing and the effectiveness of a program should improve with time. A well-coordinated IDDE programs can benefit from and contribute to other community-wide water resources-based programs such as public education, storm water management, stream restoration, and pollution prevention.²³

This Order requires the Permittees to address illicit discharges into the MS4. An illicit discharge is defined as any discharge to a municipal separate storm sewer system that is not composed entirely of storm water, except allowable discharges pursuant to an NPDES permit (40 C.F.R. 122.34(b)(3)).²⁴ This Order includes requirements that the Permittee have the legal authority to effectively prohibit non-storm water discharges from entering storm sewers as well as provisions requiring the development of a comprehensive, proactive IDDE program.

Specifically, this Order requires the development of a map that includes outfalls operated by the Permittee within the urbanized area. The map will also include identification of receiving water bodies, priority areas (ie. areas with a history of past illicit discharges), and the permit boundary.

It is essential for Permittees to understand their stream and storm sewer systems and how illicit discharge sources are connected to outfalls that discharge to their system. To that end, this Order requires the development of an inventory that identifies potential illicit discharge sources and facilities. To proactively identify illicit discharges originating from priority inventoried sources, it is essential that an assessment is conducted at least once over the permit term. The assessment may include field observations, field screening, inspections and any other appropriate and effective survey methods that proactively identify potential illicit discharges. As an alternative, the Permittee may require a self-certification program that all appropriate BMPs are in place to prevent illicit discharges from the inventoried source or facility.

Further, a once per permit term survey of outfalls will identify outfalls needing sampling and possible follow-up actions²⁵. The outfall inventory will also assist Permittees in the identification of "problem" outfalls, or those outfalls that may have a history of past illicit discharges. The inventory can be utilized to conduct source investigations and

²² Evaluation of Non-Storm water Discharges to California Storm Drains and Potential Policies for Effective Prohibition. California Regional Water Quality Control Board. Los Angeles, CA., Duke, L.R. 1997., Results of the Nationwide Urban Runoff Program. Water Planning Division, PB 84-185552, Washington, D.C. U.S. EPA. 1983.

²³ Illicit Discharge Detection and Elimination A Guidance Manual for Program Development and Technical Assessments, CWP and Pitt, 2006

²⁴ Non-point source return flows from irrigated agriculture are not considered illicit discharges.

²⁵ The Permittee may utilize existing forms such as the CWP Outfall Reconnaissance Inventory/Sample Collection Field Sheet while conducting the mapping inventory and Field Sampling as specified below, in Section E.9.c.(<http://cfpub.epa.gov/npdes/stormwater/idde.cfm>)

corrective actions for potential illicit discharges into their system. Additionally, dry weather sampling must be conducted in each subsequent year of the permit term for outfalls identified as priority areas. While the Order specifies indicator parameters used to detect illicit discharges, the Permittee may select alternative parameters to sample that are based on local pollutants of concern. Similarly, the action level concentrations for the indicator parameters may also be tailored to match the parameters selected based on local knowledge. Finally, the outfall inventory will assist Permittees in clearly understanding the stream system and the storm sewer system within their jurisdiction.

The Permittee shall provide a mechanism for public reporting of illicit discharges and spills.

Construction Site Storm Water Runoff Control

Legal Authority: Clean Water Act § 402(p)(3)(b); 40 C.F.R. § 122.34(b)(4).
MS4 Permit Improvement Guide, U.S. EPA, April 2010, EPA 833-R-10-001

Permittees must implement a construction site storm water runoff management program that includes an enforceable ordinance or other regulatory mechanism with commonly understood and legally binding definitions. These terms should be defined consistently across other related guidance and regulatory documents. The construction site storm water runoff management program is designed to prevent pollutants associated with construction activity from entering receiving water bodies (ie. sediment, fertilizers, pesticides, paints, solvents and/or fuels).

The Permittee must ensure that construction site operators select and implement appropriate construction site storm water runoff management measures to reduce or eliminate impacts to receiving waters. The Permittee is required to utilize California Stormwater Quality Association's (CASQA) Construction BMP handbook or equivalent to help guide their Construction Program. In the case that a project proponent is not implementing appropriate measures to reduce or eliminate impacts to receiving waters (ie. ineffective BMPs installed), the Permittee must take appropriate enforcement action to address the problem. Enforcement may include verbal warnings, written notices and escalated enforcement measures as described in the Enforcement Response Plan (Section E.6.c. of the Order).

The Permittee must establish review procedures for construction site plans to determine potential water quality impacts and ensure the proposed controls are adequate. These procedures should include a review of individual pre-construction site plans to ensure consistency with local sediment and erosion control requirements. In addition, the Permittee must conduct inspection and enforcement of erosion and sediment control measures once construction begins. The Permittees' Municipal Inspectors must be trained and qualified pursuant to the State Water Board sponsored Qualified Storm Water Pollution Prevention Plan (SWPPP) Practitioner (QSP) certification program. Inspections must be prioritized based on project threat to water quality. It is important that the following factors are considered in determining a project's threat to water quality: soil erosion potential, site slope, project size and type, sensitivity of receiving waterbodies, proximity to receiving waterbodies, non-stormwater discharges, and a past record of non-compliance by the operators of the construction site.

While the construction site storm water runoff management program focuses the Permittee's detailed inspections on projects less than one acre, Permittees must use their discretion to provide oversight to projects that are subject to the CGP that pose a threat to water quality. For example, in the case that a Permittee identifies a project subject to the CGP that has BMPs that have not been maintained, the Permittee should notify the local Regional Water Board. Priority project sites include: sites with 5 acres or more of soil disturbance, sites with one acre or more soil disturbance that discharge to a tributary listed as impaired water for sediment or turbidity under the CWA Section 303(d), and other sites with one acre or more of soil disturbance determined by the Permittee or State or Regional Water Quality Control Board to be a significant threat to water quality.

Pollution Prevention/Good Housekeeping for Permittee Operations

Legal Authority: Clean Water Act § 402(p)(3)(b); 40 C.F.R. § 122.34(b)(6)

Permittees are required to develop a program to:

- a. Prevent or reduce the amount of storm water pollution generated by permittee operations.
- b. Train employees on how to incorporate pollution prevention/good housekeeping techniques into permittee operations.
- c. Identify appropriate control measures and measurable goals for preventing or reducing the amount of storm water pollution generated by permittee operations.

Permittees must first assess the areas and municipal facilities that it controls, determine which activities may currently have a negative impact on water quality, and find solutions for any problems. The simplest solution is to limit the number of activities that are conducted outside and exposed to storm water.

Storm Drain System Maintenance

Storm drain systems need maintenance to ensure that structures within the storm drain system that are meant to reduce pollutants do not become sources of pollution. Maintenance of catch basins and storm sewers will prevent the accumulation of pollutants that are later released during rain events as well as blockages, backups, and flooding. Most Permittees have an existing program to maintain the storm sewer infrastructure. Some of these programs have tended to focus on flood control and complaint response rather than reducing water quality impacts from storm water discharges.

This Order requires that the system be maintained to prevent the discharge of pollutants into receiving waters. To achieve this, the storm sewer system must be mapped and a program of regular maintenance established. The Permittee must establish a tiered maintenance schedule for the entire storm sewer system area, with the highest priority areas being maintained at the greatest frequency. Priorities are driven by water quality concerns and can be based on the land use within the watershed, the condition of the receiving water, the amount and type of material that typically accumulates in an area,

or other location-specific factors. The Permittee also must use spill and illicit discharge data to track areas that may require immediate sewer infrastructure maintenance. Any waste that is collected must be disposed of in a responsible manner.

All storm sewer system maintenance procedures should be documented in the Permittee's standard operating procedures (SOPs) or similar type of documents. All staff should be trained on these SOPs. Maintenance activities should be documented and, where possible, quantified (e.g., number and location of inspections and clean-outs, type and quantity of materials removed). Characterization of the quantity, location, and composition of pollutants removed from catch basins can be used to assess the program's overall effectiveness, identify illicit discharges, and help the Permittee better prioritize implementation activities in the future.

Pollutant Generating Activities

This Order contains specific requirements and recommendations related to pollutant-generating activities such as discouraging conventional landscaping practices (including the application of pesticides, herbicides, and fertilizer) and operating and maintaining public streets.

Resource-sensitive landscaping practices such as integrated pest management (IPM), climate appropriate plant selection and irrigation, and mechanical (non-chemical) removal of unwanted plants are required under this Order. The use of other landscaping practices, such as mulch and compost, minimizing chemical inputs (pesticides, herbicides, and fertilizer), emphasis on maintaining and enhancing soil quality, and erosion control is required. The Order recognizes the storm water quality benefits that will likely result from implementation of the Water Efficient Landscape Ordinance required under AB 1881.

Flood Management Projects

The Order requires that water quality be considered when designing new and upgraded flood management projects. The focus of storm water management in the past has been to control flooding and mitigate property damage, with less emphasis on water quality protection. These structures may handle a significant amount of storm water and therefore offer an opportunity to modify their design to include water quality features for less than the cost of building new controls. This requirement applies to new and upgraded flood control projects.

Municipally-owned or operated facilities

Municipally-owned or operated facilities often serve as the focal point of activity for municipal staff from different departments. Some municipalities have one facility at which all activities take place (e.g., the municipal maintenance yard), while others may have several specialized facilities. A comprehensive inventory and map of facilities will help Permittee staff build a better awareness of facility locations within the MS4 and their potential to contribute storm water pollutants. The facility inventory will also serve as a basis for scheduling periodic facility assessments and developing, where necessary, facility storm water pollution prevention plans.

The best way to avoid pollutant discharges is to keep precipitation and runoff from coming into contact with potential pollutants. For example, the Permittee should cover or build berms around stockpiles, create dedicated structures for stored materials, and

maintain a minimum distance between stockpiles and storm water infrastructure and receiving waters.

Inspections

This Order requires comprehensive quarterly site inspections which is an appropriate frequency to ensure that material stockpiles that might be moved or utilized on a seasonal basis are protected from precipitation and runoff. Also, quarterly inspections will allow inspectors to observe different types of operations that occur at different times of the year (e.g., landscape maintenance crews are less active in the winter). Quarterly visual observations are required so that inspectors can see in real time the qualitative nature of the storm water discharge so that corrective action can be taken where necessary to improve on-site storm water controls.

This Order also specifies documentation requirements of inspection procedures and results, including inspection logs for each facility to ensure that the site inspections are consistent and that maintenance of storm water controls remains part of the municipality's standard operating procedures. The requirement for an inspection log will allow the Regional Water Boards to verify that periodic site inspections have been performed.

Storm Sewer System Maintenance

Fine particles and pollutants from run-off, run-on, atmospheric deposition, vehicle emissions, breakup of street surface materials, littering, and sanding (for improving traction in snow and ice) can accumulate in the gutters between rainfall events. Storm drain maintenance is often the last opportunity to remove pollutants before they enter the environment. Because storm drain systems effectively trap solids, they need to be cleaned periodically to prevent those materials from being picked up during high flow storm events.

Some catch basins will accumulate pollutants faster than others due to the nature of the drainage area and whether controls are present upstream of the catch basin. A priority ranking system is required for catch basins so that municipal resources are directed to the areas and structures that generate the most pollutants. Catch basins with the highest accumulations will need to be cleaned more frequently than those with low accumulations. The Order also includes a requirement that triggers catch basin cleaning when a catch basin is one-third full.

Note: This requirement was eliminated from the Final Order as adopted on February 5, 2013.

Proper storm drain system cleanout includes vacuuming or manually removing debris from catch basins; vacuuming or flushing pipes to increase capacity and remove clogs; removing sediment, debris, and overgrown vegetation from open channels; and repairing structures to ensure the integrity of the drainage system. It is important to conduct regular inspections of all storm sewer infrastructure and perform maintenance as necessary. Though these activities are intended to ensure that the storm drain system is properly maintained and that any accumulated pollutants are removed prior to discharge, if not properly executed, cleanout activities can result in pollutant discharges. The Permittee should carefully evaluate maintenance practices to minimize unintended pollutant discharges, such as flushing storm drains without capturing the discharge.

Materials removed from catch basins must not be allowed to reenter the MS4. If necessary, the material can be dewatered in a contained area and the water treated with

an appropriate and approved control measure or discharged to the sanitary sewer. The solid material must be disposed of properly to avoid discharge during a storm event. Some materials removed from storm drains and open channels may require special handling and disposal, and may not be suitable for disposal in a landfill.

Note: This requirement was eliminated from the Final Order as adopted on February 5, 2013.

→ *Green waste on the streets*

For some Traditional MS4 Permittees, residents are allowed to deposit non-containerized green waste (lawn and garden clippings) onto the street for weekly collection by the municipal staff. Permittees instruct residents to put the green waste out right before collection and to avoid putting it in gutters or near storm drains. However, green waste on the street is a potential illicit discharge and maintenance concern.²⁶ This Order prohibits green waste on the streets. Permittees must find additional ways to educate residents on the potential problems this practice can cause or to find alternatives to the current practice.

Street Sweeping and Cleaning Streets

Street sweeping and cleaning streets and parking lots is a practice that most municipalities initially conducted for aesthetic purposes or air quality benefit. However, the water quality benefits are now widely recognized. As a result, many California MS4 permits require some sort of street sweeping provision that require the MS4 to prioritize streets as high, medium, and low pollutant-generators and base the cleaning schedule appropriately.

This Order does not include street sweeping and cleaning streets as a permit requirement because MS4s already conduct these activities for aesthetics and air quality benefit. Permittees should count street sweeping not as a storm water compliance cost, but an aesthetic and air quality cost.

Third-party contractors

Third-party contractors conducting municipal maintenance activities must be held to the same standards as the Permittee. These expectations are required to be defined in contracts between the Permittee and its contractors; however, the Permittee is responsible for ensuring, through contractually-required documentation or periodic site visits, that contractors are using storm water controls and following standard operating procedures.

Post Construction Storm Water Management for New Development and Re-development

Legal Authority: Clean Water Act § 402(p)(3)(b); 40 C.F.R. § 122.34(b)(5).
MS4 Permit Improvement Guide, U.S. EPA, April 2010, EPA 833-R-10-001; U.S. EPA Incorporating Environmentally Sensitive Development into Municipal Stormwater Programs, EPA 833-F-07-011

In California, urban storm water is listed as the primary source of impairment for ten percent of all rivers, ten percent of all lakes and reservoirs, and 17 percent of all estuaries (2010 Integrated Report). Although these numbers may seem low, urban areas cover just six percent of the land mass of California²⁷, and so their influence is

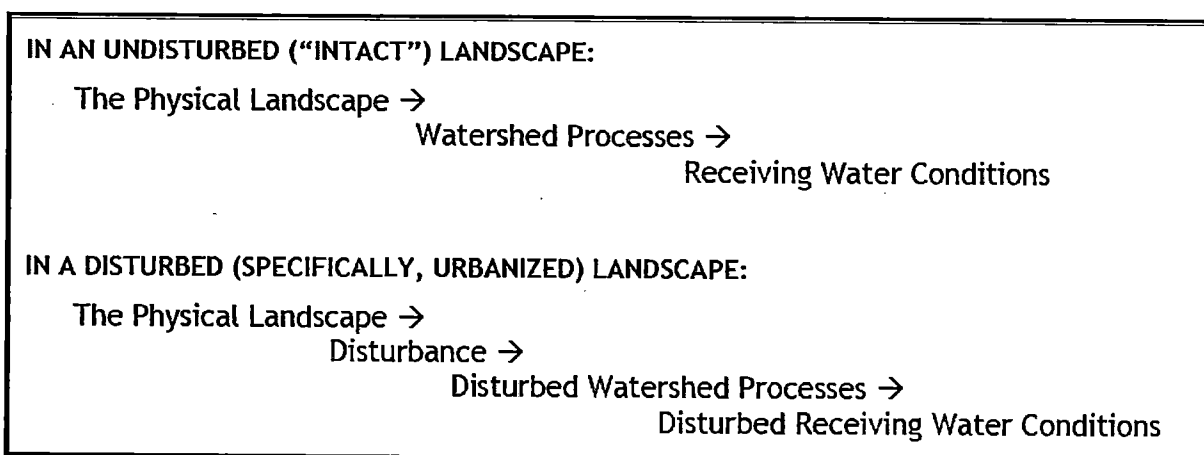
²⁶ Program Evaluation Report, Sacramento Area Stormwater Program, NPDES Permit No. CA0082597, May 21, 2002, USEPA and Tetra Tech Inc.

²⁷ U.S. Department of Agriculture, 2009

disproportionately large. Urbanization causes a number of changes in the landscape, including increased loads of chemical pollutants; increased toxicity; changes to flow magnitude, frequency, and seasonality of various discharges; physical changes to stream, lake, or wetland habitats; changes in the energy dynamics of food webs, sunlight, and temperature; and biotic interactions between native and exotic species.²⁸ These impacts are also referred to as “urban stream syndrome”²⁹. In addition to surface water impacts, urbanization can alter the amount and quality of storm water that infiltrates and recharges groundwater aquifers. In essence, once watershed processes are disturbed, receiving water conditions also become disturbed, (Figure 1)

In California and the rest of the United States, the challenge to storm water managers and regulators has been to establish goals and performance standards that account for the highly variable nature of urban flow and pollutant inputs while ensuring that the ultimate biological response is within “acceptable” limits. The Surface Water Ambient Monitoring Program (SWAMP) is attempting to define biological responses through their Biological Objectives Development Process. Although final results and policy recommendations from this effort are not yet available, linking urbanization drivers to biological response represents the next phase in storm water management and cannot be delayed.³⁰

Figure 1 – Relationship between Physical Landscape, Watershed Processes, and Receiving Water Condition



The Water Boards have historically derived site design, runoff reduction and hydromodification control criteria without identifying the dominant watershed processes and the sensitivity of receiving waterbodies to degradation of those processes. In most MS4 permits, projects are subject to the same set of criteria regardless of the dominant watershed processes and the sensitivity of receiving waters to degradation of those processes. In reality, every location on the landscape does not require the same set of control criteria because of intrinsic differences in the dominant watershed processes at each location and sensitivity of receiving waters to degradation of those processes. In recognizing this, the State Water Board is developing criteria that are more protective of receiving water quality.

²⁸ Urban Storm Water Management in the United States, National Research Council, 2008.

²⁹ Walsh, C.J., A.H.Roy, J.W. Feminella, P.D. Cottingham, P.M. Groffman, and R.P. Morgan. 2005. The urban stream syndrome: current knowledge and the search for a cure. J. N. Am. Benthol. Soc. 24(3):706–723.

³⁰ Urban Storm Water Management in the United States, National Research Council, 2008.

The existing General Permit requires post-construction controls for areas of high growth or areas with a population greater than 50,000. These requirements are contained in Attachment 4 of Order 2003-0005-DWQ and include matching pre-development peak discharge rates, conserving natural areas, minimizing storm water pollutants of concern, protecting slopes and channels, and designing volumetric and flow through treatment measures to handle a specific volume or flow rate. These requirements represented an initial attempt at establishing performance standards that account for hydrological and geomorphological processes (Figure 1). Recent research has yielded new information on complex watershed process interactions. For example, storm water management techniques that are intended to mimic natural hydrologic functions (e.g., low impact development) can protect key hydrologic processes such as surface and base flow, and groundwater recharge. Additionally, there is increasing awareness that, while site-based requirements are important to reduce impacts from urbanization, a site-based approach alone is unable to achieve a broader set of watershed goals, especially given the State Water Board's interest in regional issues such as water reuse, groundwater management, and maintaining instream flows. Consequently, a better understanding of watershed conditions and processes has become increasingly important in the development of MS4 permits.

This Order has specific site design and LID requirements for all projects. The LID requirements emphasize landscape-based site design features that are already required elsewhere (e.g., the Water Efficient Landscape Ordinance required under AB 1881).

Hydromodification Requirements

This Order also incorporates a baseline peak flow matching requirement for hydromodification control. During this permit term, the State Board will work towards developing runoff retention and hydromodification control criteria that are keyed to watershed processes (See discussion in Section VIII.) Watershed management zones³¹ will be delineated by the State Board during this permit term. The watershed management zones will be used to identify applicable areas and to determine appropriate criteria for runoff retention and hydromodification control. Watershed process based runoff retention and hydromodification criteria will be incorporated into the next permit. Through the development of hydromodification measures based on watershed management zones, key watershed processes will be protected, and where degraded, restored. As a result of restored and maintained watersheds, key relationships between hydrology, channel geomorphology and biological health will be created and maintained and water quality/beneficial uses protected.

The State Water Board's efforts in developing runoff retention and hydromodification control criteria keyed to watershed processes can be significantly informed by similar efforts carried out regionally under the Regional Water Boards. This Order provides at Provision E.12.k (also referenced in F.5.g.) that Small MS4s shall comply with any post-construction storm water management requirements based on a watershed process approach developed by Regional Water Boards in lieu of the post-construction requirements of E.12 (also referenced in F.5.g.). The regional watershed process-based approach must be approved by the Regional Water Board following a public process and must include the following:

³¹ A Watershed Management Zone (WMZ) is a combination of a Physical Landscape Zone (PLZ, based on surficial geology and slope) and direct receiving water type. Key watershed processes potentially impacted by urbanization (e.g., infiltration and groundwater recharge) are derived from each PLZ-receiving water combination.

- Completion of a comprehensive assessment of dominant watershed processes affected by urban storm water
- LID site design and runoff reduction measures, numeric runoff treatment and retention controls, and hydromodification controls that will maintain watershed processes and protect water quality and beneficial uses.
- A process by which Regional Board staff will actively engage Permittees to adaptively manage requirements as determined by the assessment of watershed processes.
- An annual reporting program that involves Regional Board staff and State Board staff to inform statewide watershed process based criteria.

A watershed process-based approach is already being used for Phase II MS4s that participated in the Central Coast Joint Effort for developing hydromodification control criteria. By Resolution No. R3-2012-0025 dated September 6, 2012, the Central Coast Water Board approved modifications to the SWMPs of MS4s participating in the Joint Effort. These modifications would incorporate the Central Coast-Specific Post-Construction Requirements into the SWMPs. Several petitions are currently pending before the State Water Board challenging the Resolution. In the November 16, 2012, draft of this Order, the requirements developed in the Joint Effort were proposed to be adopted into the Order as Attachment J. After receiving extensive public comment on Attachment J, the State Water Board determined that, while the Board continues to support a watershed process-based approach to hydromodification requirements, the Joint Effort process should be allowed to evolve and proceed, without incorporation into this Order, to address several unresolved issues acknowledged by the parties to that process, including the Regional Water Board. Under Provisions E.12.k (also referenced in F.5.g), the Central Coast Region Small MS4s will be required to implement watershed process-based requirements developed through the Joint Effort only after those requirements have been reconsidered and approved by the Central Coast Water Board. Because the requirements cannot be imposed through existing Resolution No. R3-2012-0025 (which operated as an update to SWMPs that are no longer required under this Order), the State Water Board expects the pending petitions on that Resolution to be moot as of adoption of this Order. As part of the petition process, the State Water Board will evaluate whether the entirety of the petitions are moot following adoption of the Order. However, any future action by a Regional Water Board, including the Central Coast Water Board, to adopt a regional watershed process-based approach would be subject to petitions for review by the State Water Board.

Multiple-benefits Projects

This Order encourages and allows for multiple-benefits projects at various scales. At the development site scale, multiple-benefit site design measures are required for all projects that create and/or replace more than 2,500 square feet of impervious surface. Designers are able to quantify runoff reduction using a site design runoff calculator in SMARTS for site design measures (e.g., trees, stream setbacks and buffers, and soil quality improvement). The site design measures in this Order all have multiple benefits (e.g., shading from trees, wildlife habitat from stream setbacks and buffers, less need for pesticides and irrigation from soil quality improvement) in addition to storm water runoff and pollutant load reduction. At the site and local scale, smart growth projects that utilize density, design and land use strategically to achieve multiple benefits including environmental, economic and social benefits are encouraged. For example, high density development contributes to less impervious surface than low density

development, generally resulting in less vehicle-related emissions and pollutants (e.g., heavy metals, oil and grease, fine sediment), improved water and air quality results, thus, achieving environmental benefits. The clustering of populations through high density development essentially substitutes evaluation of individual site design criteria for evaluation of per capita loading (Jacob and Lopez 2009³²). As such, Permittees may implement an alternative approach to requirements for bioretention measures if they can effectively demonstrate a reduction in runoff volume per capita. In other words, alternative compliance may be achieved through the implementation of high density development, or smart growth projects.

Section E.12.I gives “credit” and creates incentive for Permittees to identify and implement watershed scale projects that achieve multiple-benefits. When evaluating watershed-scale, multiple-benefits projects, environmental, social, technical, economic, and political considerations can become intertwined to the point of intractability. These criteria need to be systematically examined through an organizing framework for rational analysis and alternative comparison. A Multi-Criterion Decision Analysis (MCDA) approach provides a flexible, rational, and transparent means to establish decision-making criteria and prioritize alternatives, assuring that projects achieve the desired multiple-benefit outcomes. Watershed scale multiple-benefit projects include projects that address water quality, water supply, flood control, habitat enhancement, open space preservation, recreation, and climate change. Once these projects are identified under Watershed Improvement Plans (Water Code §16100 et seq.), through an IRWMP process, or as part of an overall green infrastructure effort, the Permittee may impose requirements and create incentives on the site, local, and watershed scale to ensure project success.

Post-Construction BMP Condition Assessment

Permittees must understand how their actions reduce the discharge of pollutants to receiving waters. This is accomplished through an assessment of the performance of the Permittees BMPs, especially structural practices designed for specific pollutant/flow reductions. Only Renewal Permittees were required to install structural post-construction BMPs in the existing permit term. However, during MS4 audits by State and Regional Water Board staff, many of those BMP locations were unknown and not maintained causing water quality threats. In this Order, only Renewal Permittees are asked to implement a plan that contains simple and repeatable field observation and data management tools that can assist them in determining the relative condition of BMPs. The primary purpose is to inform Permittees of: 1) where the BMPs are located, 2) the relative urgency of water quality maintenance and, 3) provide a practical, consistent and reliable tool to track the condition of BMPs relative to observed condition at time of installation or immediately following complete maintenance. Permittees may implement this plan themselves or may be determined through a Self-Certification Annual Report submitted annually by an authorized party demonstrating proper maintenance and operations. Allowing an authorized party to conduct the BMP condition assessment offsets program costs and shifts responsibility to the party that should be maintaining the BMP they initially installed.

³² Jacob, John S. and Lopez, Ricardo. Is Denser Greener? An Evaluation of Higher Density Development as an Urban Stormwater-Quality Best Management Practice. Journal of the American Water Resources Association. June 2009: 45:3: 687 – 701.

Applicability

Renewal Permittees currently listed in Attachment 4 to WQO 2003-0005-DWQ (Attachment 4) must continue to implement Attachment 4 Post-Construction Requirements up until the date when Section E.12 requirements of this Order are effective (the second year of the effective date of the Permit). All Permittees that are not subject to Attachment 4 must implement the CGP Post-Construction Requirements up until the second year of the effective date of the Permit. In the second year of the effective date of the permit, all Permittees, New and Renewal, must implement Section E.12. Post-Construction Requirements contained within this Order.

Lastly, extensive monitoring studies conducted by the California Department of Public Health (CDPH) have documented that mosquitoes opportunistically breed in structural storm water Best Management Practices (BMPs), particularly those that hold standing water for over 96 hours. Certain Low Impact Development (LID) site design measures that hold standing water such as rainwater capture systems may similarly produce mosquitoes. These structures create a potential public health concern and increase the burden on local vector control agencies that are mandated to inspect for and abate mosquitoes and other vectors within their jurisdictional boundaries. These unintended consequences can be lessened when structures incorporate design, construction, and maintenance principles developed specifically to minimize standing water available to mosquitoes¹ while having negligible effects on the capacity of the structures to provide water quality improvements as intended. The California Health and Safety Code prohibits landowners from knowingly providing habitat for or allowing the production of mosquitoes and other vectors, and gives local vector control agencies broad inspection and abatement powers. This Order requires regulated MS4s to comply with applicable provisions of the Health and Safety Code and to cooperate and coordinate with CDPH and local mosquito and vector control agencies on vector-related issues.

Water Quality Monitoring Requirements

Legal Authority: Clean Water Act §§308(a), 402(p)(3)(b); 40 C.F.R. §§122.44(i), 122.48(b); MS4Permit Improvement Guide, U.S. EPA, April 2010, EPA 833-R-10-001; 2010 Integrated Report (Clean Water Act Section 303(d) List / 305(b) Report)³³; Ecological Condition Assessments of California's Perennial Wadeable Streams: Highlights from the Surface Water Ambient Monitoring Program's Perennial Streams Assessment (PSA) (2000-2007)³⁴; National Research Council Report on Urban Storm Water in the United States, 2008³⁵

The existing General Permit included requirements meant to eliminate or reduce the discharge of pollutants to receiving waters. Improved knowledge of the water quality impacts and management practices, obtained either as part of the permit requirements or from outside sources (e.g., scientific literature, studies, and expert panels), is

³³ 2010 Integrated Report can be found at:

http://www.waterboards.ca.gov/water_issues/programs/tmdl/integrated2010.shtml

³⁴ Ode, P.R.1, T.M. Kincaid2, T. Fleming3 and A.C. Rehn 9. 2011. Ecological Condition Assessments of California's Perennial Wadeable Streams: Highlights from the Surface Water Ambient Monitoring Program's Perennial Streams Assessment (PSA) (2000-2007). A collaboration between the State Water Resources Control Board's Non-Point Source Pollution Control Program (NPS Program), Surface Water Ambient Monitoring Program (SWAMP), California Department of Fish and Game Aquatic Bioassessment Laboratory, and the U.S. Environmental Protection Agency.

³⁵ Urban Storm Water in the United States, National Research Council, 2008 can be found at: http://www.epa.gov/npdes/pubs/nrc_stormwaterreport.pdf

intended to be used in an adaptive management fashion to inform requirements in subsequent permits. As such, monitoring and assessment represents a critical component in understanding the link between permit requirements, the benefits achieved due to those requirements, and the condition of receiving waters. Aside from general knowledge that storm water discharges from urbanized watersheds contribute pollutants to receiving waters, little is known about the specific conditions in such receiving waters outside of major metropolitan areas. The effectiveness of almost a decade of storm water management in Phase I MS4s has not been systematically evaluated through receiving water monitoring.

Nationwide, there are few of analyses of available data and guidance on how Permittees should be using the data to inform their storm water management decisions.

This Order prioritizes monitoring for ASBS, TMDLs, and 303d listed waterbodies. Permittees that have a population of 50,000 or greater and are part of an urbanized area are required to choose from a number of monitoring options. These larger Permittees are assumed to have the resources to undertake monitoring. For the majority of Phase II Permittees, this permit term will be the first time a monitoring program has been implemented. As such, prioritization of monitoring allows for a firm foundation from which Phase II Permittees may initiate and develop monitoring programs that will result in improvement of local knowledge of water quality impacts and implementation of storm water management practices. Any of the monitoring requirements may be conducted through participation in a regional monitoring group. Regional monitoring not only allows Permittees to share costs but also facilitates monitoring data and information sharing across local regions. In effect, regional programs provide a broad-scale picture of water quality condition within a watershed.

Program Effectiveness Assessment

Legal Authority: Clean Water Act § 402(p)(3)(b); 40 C.F.R. § 122.34(g) 40 CFR 122.34(g)(3), CASQA Effectiveness Assessment Guide ³⁶; Evaluating the Effectiveness of Municipal Stormwater Programs, U.S. EPA, EPA 833-F-07-010, MS4Permit Improvement Guide, U.S. EPA, April 2010, EPA 833-R-10-001

A key requirement in the storm water Phase II rule is a report that includes “the status of compliance with permit conditions, an assessment of the appropriateness of identified [control measures] and progress towards achieving identified measurable goals for each of the minimum control measures.” This assessment is critical to the storm water program framework which uses the iterative approach of implementing controls, conducting assessments, and designating refocused controls leading toward attainment of water quality standards. As a result, this Order requires a quantitative evaluation of the Permittees MS4 programs. Measurable program evaluations are critical to the development, implementation, and adaptation of effective local storm water management programs.

To date, only a small number of Phase I MS4s have provided measurable outcomes with regard to aggregate pollutant reduction achieved by their municipal storm water programs. Most Permittees, both Phase I and II, are struggling simply to organize or document their program activities and few have provided a quantitative link between

³⁶ <https://www.casqa.org/casqastore/products/tabid/154/p-7-effectiveness-assessment-guide.aspx>

program activities and water quality improvements. The few that have determined whether or not water quality is improving as a result of storm water program implementation took many years. Despite these past obstacles, the process of evaluating and understanding the relationship between the storm water program implementation and water quality needs to begin now.

Building on the monitoring and assessment program, the Permittee must conduct an annual effectiveness assessment to assess the effectiveness of prioritized BMPs, program elements and the storm water program as a whole. Prioritized BMPs include BMPs implemented based on pollutants of concern. Where pollutants of concern are unidentified, prioritized BMPs are based on common urban pollutants (i.e., sediment, bacteria, trash, nutrients). The California Stormwater Quality Association's (CASQA) Municipal Stormwater Program Effectiveness Guidance describes strategies and methods for assessing effectiveness, including examples of effectiveness assessment for each program component. The CASQA Effectiveness Guidance is available at www.casqa.org for purchase. A two-hour EPA webcast focusing on the CASQA Guide is also available (available at www.epa.gov/npdes/training under "Assessing the Effectiveness of Your Municipal Stormwater Program"). A resources document from the webcast includes a 10 page summary of the Guide and example pages from the municipal chapter:
(www.epa.gov/npdes/outreach_files/webcast/jun0408/110961/municipal_resources.pdf)

The Municipal Stormwater Program Effectiveness Assessment Guidance synthesizes information on designing and conducting program effectiveness assessments. The document also explains how to select certain methods based on programmatic outcomes and goals. The reader is led through a series of questions and case studies to demonstrate how proper assessments are selected. Techniques are related to different level of outcomes: level one – documenting activities, level two – raising awareness, level 3 – changing behavior, level 4 – reducing loads from sources, level 5 – improving runoff quality, and level 6 – protecting receiving water quality. The Guide includes fact sheets for all six NPDES program elements, outlining methods and techniques for assessing effectiveness of each program.

Annual Reporting

In general, an annual report must document and summarize implementation of the storm water program during the previous year, evaluate program results and describe planned changes towards continuous improvement. The annual report also can serve as a "state of the storm water program" report for the general public or other stakeholders in the community serving as an excellent summary document to provide about the status of storm water program.

However, lessons learned from Phase I MS4 annual reports demonstrate that many Permittees tend to submit too much information, and, as a result, Regional Water Boards receive large binders full of materials that do not provide useful information to assess compliance. As a result, this Order requires Permittees to annually submit a summary of the past year activities. For example, the Permittees should not only address "bean counting" of required task, but address such questions as:

- For illicit discharge data, what are the most prevalent sources and pollutants in the illicit discharge data, and where are these illicit discharges occurring?
- How many illicit discharges have been identified, and how many of those have been resolved?
- How many outfalls or screening points were visually screened, how many had dry weather discharges or flows, at how many were field analyses completed and for what parameters, and at how many were samples collected and analyzed?
- Does the MS4 need to conduct more inspections in these areas, or develop more specific outreach targeting these sources and pollutants?

In addition, Permittees use SMARTS to certify Annual Reports which verifies compliance with all requirements of this Order.

Nexus Between Annual Reporting and Program Effectiveness Assessment

In addition to submitting program element summaries, Permittee must analyze their yearly activities and link it to their Program Effectiveness Assessment and Improvement Plan which tracks and documents their annual and long-term effectiveness of the storm water program. For example:

- **Planned Activities and Changes.** The annual report should describe activities planned for the next year highlighting any changes made to improve control measures or program effectiveness.

Detailed Annual Report

Most major areas of this Order require Permittees to submit, via SMARTS, a summary annual report for the past year's activities. For certain program elements such as Water Quality Monitoring, Program Effectiveness Assessment, and TMDLs, more detailed annual report information is required to be tracked and submitted via SMARTS.

Additionally, at any time during the permit term, the Executive Officer of the applicable Regional Water Board can request a more detailed annual report. This information may be required to determine compliance or prior to targeted or comprehensive storm water program audit. The table below shows detailed annual reporting information an Executive Officer of the applicable Regional Water Board may require:

Permit Provision	Detailed Annual Reporting Information
E.6.c.	By the third year Annual Report and annually thereafter, report on the Enforcement Response Plan summarizing all enforcement activities including inspections of chronic violators and the incentives, disincentives, or escalated enforcement responses at each site. Summarizations of enforcement activities shall include, at a minimum, the following information for each type of site or facility: (a) Number of violations, including a listing of sites or facilities with identified violations (b) Number of enforcement actions, including types

	(c) Other follow-up actions taken (d) Demonstration that compliance has been achieved for all violations, or a description of actions that are being taken to achieve compliance
E.7.a.	By the third year Annual Report, and annually thereafter, submit a report on the implementation and progress of the public education strategy and general program development and progress. Report on the development of education materials, methods for educational material distribution, public input, landscaping outreach, reporting of illicit discharges, proper application of pesticides, herbicides, and fertilizers, elementary school education, reduction of discharges from organized car washes, mobile cleaning and pressure washing operations, and landscape irrigation efforts. By the fifth year Annual Report, submit a report summarizing changes in public awareness and knowledge resulting from the implementation of the program and any modifications to the public outreach and education program.
E.7.b.1.	By the third year Annual Report, document and maintain records of the training provided and the staff trained annually. The annual report shall include the number and percentage of Permittee's applicable staff that were trained and summarize the knowledge assessment as specified in E.7.b.1.(ii)(d).
E.7.b.2. Permittee Staff	By the second year of the permit and annually thereafter, submit the following information: - Training topics covered - Dates of training - Number and percentage of Permittees' staff, as identified in Sections E.7.b.2. possessing the specified credentials.
E.7.b.2. Construction Site Operator Education	By the third year Annual Report and annually thereafter, submit a report including the following information: - Training topics covered; - Dates of training; - Number and percentage of Permittee's operators and number of contractors attending each training; - Results of any surveys conducted to demonstrate the awareness and potential behavioral changes in the attendees.
E.7.b.3.	By the second year Annual Report and annually thereafter, submit a summary that includes oversight procedures and identifies and tracks all personnel requiring training and assessment and records. The annual report shall include the number and percentage of Permittee's applicable staff that were trained during the year

	and summarize the knowledge assessment as specified in E.7.b.3(ii)(b).
E.8.	By the second year Annual Report and annually thereafter, submit a description of the public involvement program and summary of the MS4s efforts related to facilitating public involvement, including efforts to engage citizen advisory groups, increase citizen participation, and involvement with the IRWMP or other watershed-level planning effort.
E.9.a.	Submit a map by the second year Annual Report, and annually thereafter submit either (a) a current updated outfall map, or (b) verification that no changes or additions were made to the Permittee's MS4.
E.9.b.	By the second year online Annual Report, submit inventory and annually thereafter an updated inventory. By the second year online Annual Report, identify the illicit discharge procedures implemented and the locations of the implementation. Also identify in each online Annual Report the remaining inventoried facilities and priority areas still requiring illicit discharge assessment over the permit term.
E.9.c.	By the second year Annual Report, submit a report summarizing the field investigation results and areas of follow up actions including the following information: (a) The number of outfalls found to be flowing or ponding more than 72 hours after the last rain event; (b) The number of such outfalls sampled in accordance with permit conditions; (c) Sampling result in tabular form; and (d) The number of outfalls found to be in exceedance of action levels
E.9.d.	By the second year Annual Report, submit all source investigations and corrective actions. At a minimum the report shall include: (a) Brief description of each non-stormwater discharge reported or observed; (b) Date(s) the non-storm water discharge was reported or observed; (c) Brief description of any actual or potential water quality impact resulting from the discharge; (d) Description and results of steps taken to investigate the source of the discharge; (e) Description and results of all follow-up or enforcement actions taken as a result of the investigation; (f) Date the investigation was closed, and whether the discharge was eliminated.

E.9.e.	Within the first year of the effective date of the permit, submit a spill response plan that contains the items specified in Section E.9.e. In subsequent Annual Reports summarize any spill response activities, and any follow-up actions, as specified in the spill response plan.
E.10.a.	Submit an up to date construction site inventory enumerating items listed in this Section with each Annual Report.
E.10.b.	By the first year Annual Report, submit a summary of review procedures. The summary should clearly indicate how the procedures will achieve compliance with all requirements of this Section, and clearly delineate responsibilities for implementing, and ensuring implementation of each aspect of the procedures.
E.10.c.	By the second year Annual Report and annually thereafter, submit the following information: (a) Total number of active sites disturbing less than one acre of soil requiring inspection; (b) Number and percentage of each type of enforcement action taken as listed in each Permittee's Enforcement Response Plan; (c) Number of sites with discharges of sediment or other construction related materials, both actual and those inferred through evidence; (d) Number and percentage of violations fully corrected prior to the next rain event but no longer than 10 business days after the violations are discovered or otherwise considered corrected in a Permittee-defined timely period; (e) Number and percentage of violations not fully corrected 30 days after the violations are discovered; (f) Number of follow-up inspections that demonstrated the operator continued to implement BMPs according to plan and the number of follow-up inspections that required further enforcement.
E.11.a.	By the second year Annual Report submit the inventory and submit annual updates thereafter.
E.11.b.	By the second year Annual Report, submit the completed map and update annually thereafter if any of the information indicated on the map has changed.
E.11.c.	By the third year Annual Report, submit the results of the Permittee's annual assessment, including the list of identified hotspots and any identified deficiencies and corrective actions taken. The Permittee shall identify designated hotspots on the facility inventory updated and submitted in each subsequent year annual report.

E.11.d.	By the fourth year Annual Report, submit a summary of SWPPPs developed for pollutant hotspots. In subsequent Annual Reports, submit a summary of SWPPPs updated.
E.11.e.	By the fifth year Annual Report and annually thereafter, submit the following information: (a) Total number of facilities required to be inspected. (b) Verification that all inspections were conducted at all facilities in accordance with the requirements of this Section (c) Summary of spills and corrective actions (d) Summary of the results of inspections, including a summary of deficiencies noted and corrective actions taken (e) Results of the quarterly visual observations of storm water discharges (f) Total number of facilities inspected (visual and comprehensive inspections) and frequency of inspections (g) All inspection records, reports, and logs (h) Records of corrective actions taken and the results of corrective actions
E.11.f.	By the second year Annual Report, submit the assessment procedures and maintenance prioritization list, including a description of the method used to identify high priority storm drain system features and catch basins and number of catch basins identified as high priority. If flood conveyance maintenance is undertaken by another entity, submit a summary report of coordination by the first year Annual Report.
E.11.g.	By the third year Annual Report, submit a summary of the following information: (a) Storm sewer maintenance schedule (b) List of storm sewer systems and the maintenance priority assigned (c) Documentation of all required storm sewer systems maintenance logs (d) Documentation of waste material disposal procedure By the third Annual Report and annually thereafter, the Permittee shall submit verification that all storm drain facilities were maintained according to the priorities, procedures, and schedules developed according to this Section. The report shall include a summary of the results of inspections, deficiencies found, corrective actions taken, and the results of corrective actions.
E.11.h.	By the third year Annual Report, submit the following:

	(a) List of BMPs and associated pollutants with each O&M activity (b) BMPs applied during Permittee O&M activities (c) Log of quarterly BMP evaluations. By the third Annual Report and annually thereafter, the Permittee shall submit verification that identified BMPs were effectively implemented for all O&M activities.
E.11.i.	By the third year Annual Report, submit a summary of the development and implementation process to incorporate water quality and habitat enhancement design into new or upgraded flood management projects. By the fourth year Annual Report and annually thereafter, submit a list of new or upgraded flood management projects, including a summary of water quality and habitat enhancement features incorporated into their design.
E.11.j.	By the second year Annual Report, submit an evaluation of materials used and activities performed for pollution prevention and source control opportunities and a list of practices implemented to minimize the use of herbicide, pesticide, and fertilizers. By the second year Annual Report and annually thereafter, submit verification that identified BMPs were effectively implemented for all landscaping design and maintenance activities. By the second year Annual Report, submit a summary identifying the measures that the Permittee will use to demonstrate reductions in the application of pesticides, herbicides, and fertilizers. In subsequent annual reports, verify implementation of this measure, and describe reductions in pesticide, herbicide, and fertilizer application.
E.12.b	By the second year Annual Report and annually thereafter, the Permittee shall submit the following information: (a) A list of all project creating or replacing 2,500 square feet or more of impervious surface, as described above; and (b) A brief description of site design measures applied to each project.
E.12.c.	For each Regulated Project approved, the following information shall be submitted by the third year Annual Report: (a) Project Name, Number, Location (cross streets), and Street Address; (b) Name of Developer, Phase No. (if project is being constructed in phases, each phase shall have a separate entry), Project Type (e.g., commercial, industrial, multiunit residential, mixed-use, public), and description;

	(c) Project watershed(s); (d) Total project site area and total area of land disturbed; (e) Total new impervious surface area and/or total replaced impervious surface area; (f) For a redevelopment or road widening project: total pre-project impervious surface area and total post-project impervious surface area; (g) Status of project (e.g., application date, application deemed complete date, project approval date); (h) Source control measures; (i) Site design measures; (j) All post-construction storm water treatment systems installed onsite, at a joint storm water treatment facility, and/or at an offsite location; (k) O&M responsibility mechanism for the life of the project. (l) Water quality treatment calculations used; (m) Off-site compliance measures for Regulated Project (if applicable); Additional (watershed-specific) hydromodification standards used.
E.12.h.	By the second year Annual Report and annually thereafter, for each Regulated Project inspected during the reporting period the following information shall be submitted in tabular form: (1) Name of facility/site inspected. (2) Location (street address) of facility/site inspected. (3) Name of responsible operator for installed storm water treatment systems and hydromodification management controls. (4) Inspection details including: date of inspection, type of inspection (e.g., initial, annual, follow-up, spot), type(s) of storm water treatment systems inspected (e.g., swale, bioretention unit, tree well, etc.) and an indication of whether the treatment system is an onsite, joint, or offsite system. (5) Type of hydromodification management controls inspected. (6) Inspection findings or results (e.g., proper installation, proper O&M, system not operating properly because of plugging, bypass of storm water because

	of improper installation, maintenance required immediately, etc.). (7) Enforcement action(s) taken, if any (e.g., verbal warning, notice of violation, administrative citation, administrative order). (8) A discussion of the inspection findings for the year and any common problems encountered with various types of treatment systems and/or hydromodification management controls. This discussion shall include a general comparison to the inspection findings from the previous year. (9) A discussion of the effectiveness of the Permittee's O&M Program and any proposed changes to improve the O&M Program (e.g., changes in prioritization plan or frequency of O&M inspections, other changes to improve effectiveness of O & M program). On an annual basis, before the wet season, provide a list of newly installed (installed within the reporting period) storm water treatment systems and hydromodification management controls to the local mosquito and vector control agency and the appropriate Regional Water Board. This list shall include the facility locations and a description of the storm water treatment measures and hydromodification management controls installed.
E.12.i.	By the third year Annual Report and subsequently thereafter, submit the post-construction best management practice condition assessment plan as required in E.12.i.(ii)a-d.
F.5.b.2.	By the third year Annual Report and annually thereafter, submit the public education strategy and general program development and progress. By the fifth year Annual Report, summarize changes in public awareness and knowledge resulting from the implementation of the program and any modifications to the public education and outreach program. If applicable, submit a report on development of education materials, methods for educational material distribution, public input, Water Efficient Landscape Ordinance, elementary school education, reduction of discharges from mobile cleaning and pressure washing operations, and landscape irrigation efforts.
F.5.b.3.	By the third year Annual Report, submit records of the training provided and the staff trained annually.
F.5.b.4.	By the second year Annual Report and annually thereafter, submit a summary of oversight procedures and identify and track all personnel requiring training and assessment and records.
F.5.c.	By the third year Annual Report and annually thereafter, submit a description of the public involvement program and summary of the MS4s efforts related to facilitating public involvement.

F.5.d.	By second year Annual Report submit the outfall inventory map, and annually thereafter submit either (a) a current updated outfall map, or (b) verification that no changes or additions were made to the Permittee's MS4.
F.5.d.1.	By the second year Annual Report, submit a report summarizing the field investigation results and areas of follow up investigations. The report shall summarize all applicable observations. By the second year of the permit term and annually thereafter, submit all source investigations and corrective actions. At a minimum the report shall include: (a) Date(s) the non-storm water discharge was observed; (b) Results of the investigation; (c) Date the investigation was closed. (d) A summary of all non-storm water discharges that were found.
F.5.e.	By the second year Annual Report, the Permittee submit an updated contract language that includes CGP compliance requirements for all projects subject to the CGP.
F.5.f.1.	By the second year Annual Report submit and annually thereafter an updated inventory.
F.5.f.2.	By the second year Annual Report and annually thereafter, submit the map.
F.5.f.3.	By the third year Annual Report, submit the results of the Permittee's annual assessment, any identified deficiencies and corrective actions taken, list of the pollutant hotspots.
F.5.f.4.	By the fourth year Annual Report and annually thereafter, submit a summary of SWPPPs developed and updated for pollutant hotspots.
F.5.f.5.	By the fifth year Annual Report and annually thereafter, the following information shall be submitted: (a) Total number of facilities required to be inspected. (b) Total number of facilities inspected (visual and comprehensive inspections) and frequency of inspections (c) Summary of spills and corrective actions (d) Results of the quarterly visual observations of storm water discharges
F.5.f.6	By the second year Annual Report, submit the assessment procedures and

	maintenance prioritization list.
F.5.f.7	By the third year Annual Report, submit a summary of the following information: (a) Storm sewer maintenance schedule (b) List of storm sewer systems and the priority assigned (c) Documentation of all required storm sewer systems maintenance logs (d) Documentation of waste material disposal procedure
F.5.f.8.	By the third year Annual Report, submit the following: (a) List of BMPs and associated pollutants with each O&M activity (b) BMPs applied during Permittee O&M activities (c) Log of annual BMP evaluations.
F.5.f.9	By the second year Annual Report, submit an evaluation of materials used and activities performed for pollution prevention and source control opportunities and a list of practices implemented to minimize the use of herbicide, pesticide, and fertilizers. By the second year Annual Report, submit a document identifying the measures that the Permittee will use to demonstrate reductions in the application of pesticides, herbicides, and fertilizers. In subsequent annual reports, use this measure to demonstrate reductions in pesticide, herbicide, and fertilizer application.
F.5.g.	By the second year Annual Report and annually thereafter, the Permittee shall submit the following information: (a) A list of all project creating or replacing 2,500 square feet or more of impervious surface, as described above; and A brief description of site design measures applied to each project. For each project approved, the following information shall be submitted by the second year Annual Report: (a) Project Name, Number, Location (cross streets), and Street Address; (b) Name of Developer, Phase No. (if project is being constructed in phases, each phase shall have a separate entry), Project Type (e.g., commercial, industrial, multiunit residential, mixed-use, public), and description; (c) Project watershed(s);

	(d) Total project site area and total area of land disturbed; (e) Total new impervious surface area and/or total replaced impervious surface area; (f) If a redevelopment or road widening project, total pre-project impervious surface area and total post-project impervious surface area; (g) Status of project (e.g., application date, application deemed complete date, project approval date); (h) Source control measures; (i) Site design measures; (j) All post-construction storm water treatment systems installed onsite, at a joint storm water treatment facility, and/or at an offsite location; (k) O&M responsibility mechanism for the life of the project. (l) Water quality treatment calculations used; (m) Off-site compliance measures (if applicable) (n) Additional (watershed-specific) hydromodification standards used
	(a) For each project inspected during the reporting period the following information shall be submitted in tabular form as part of each year's Annual Report: (1) Name of facility/site inspected. (2) Location (street address) of facility/site inspected. (3) Name of responsible operator for installed storm water treatment systems and hydromodification management controls. (4) Inspection details including: Date of inspection, type of inspection (e.g., initial, annual, follow-up, spot), type(s) of storm water treatment systems inspected (e.g., swale, bioretention unit, tree well, etc.) and an indication of whether the treatment system is an onsite, joint, or offsite system. (5) Type of hydromodification management controls inspected. (6) Inspection findings or results (e.g., proper installation, proper O&M, system not operating properly because of plugging, bypass of storm water because of improper installation, maintenance required immediately, etc.).

	(7) Enforcement action(s) taken, if any (e.g., verbal warning, notice of violation, administrative citation, administrative order). (8) A discussion of the inspection findings for the year and any common problems encountered with various types of treatment systems and/or hydromodification management controls. This discussion shall include a general comparison to the inspection findings from the previous year. (9) A discussion of the effectiveness of the Permittee's O&M Program and any proposed changes to improve the O&M Program (e.g., changes in prioritization plan or frequency of O&M inspections, other changes to improve effectiveness of program). (b) On an annual basis, before the wet season, provide a list of newly installed (installed within the reporting period) storm water treatment systems and hydromodification management controls to the local mosquito and vector control agency and the appropriate Regional Water Board. This list shall include the facility locations and a description of the storm water treatment measures and hydromodification management controls installed.

Program Management

Without the requirement of a SWMP, this section serves as the framework/backbone for the storm water program. This section is a consolidation of all of the Permittee's relevant ordinances or other regulatory requirements, the description of all programs and procedures (including standard forms to be used for reports and inspections) that will be implemented and enforced to comply with the permit and to document the selection, design, and installation of all storm water control measures.

Legal Authority

Without adequate legal authority the MS4 would be unable to perform many vital program functions such as performing inspections and requiring installation of control measures. In addition, the Permittee would not be able to penalize and/or attain remediation costs from violators.

Certification

Submittal and signature certifies Permittee will comply with this Order.

Enforcement Response Plan (ERP)

This Order requires Permittees to have an established, escalating enforcement policy identified in the ERP that clearly describes the action to be taken for common violations. The plan must describe the procedures to ensure compliance with local ordinances and standards, including the sanctions and enforcement mechanisms that will be used to ensure compliance. (See 40 CFR 122.26(d)(2)(i)). It is critical that the Permittee have the authority to initiate a range of enforcement actions to address the variability and severity of noncompliance.

IDDE and Good Housekeeping

Both these programs pose potential immediate threat to water quality without quick access to information submitted in SMARTS. For example, in order to respond to discharges, an effective IDDE program responds to complaints about illicit discharges or spills such as illegal connections to the storm sewer system, improper disposal of wastes, or dumping of used motor oil or other chemicals. In order to trace the origin of a suspected illicit discharge or connection, the Permittee must have an updated map of the storm drain system and a formal plan of how to locate illicit discharges and how to respond to them once they are located or reported.

Construction Inventory

To effectively conduct inspections, the Permittee must know where construction activity is occurring. A construction site inventory tracks information such as project size, disturbed area, distance to any waterbody or flow channel, when the erosion and sediment control/stormwater plan was approved by the Permittee, and whether the project is covered by the CGP. This inventory will allow the Permittee to track and target its inspections.

Effectiveness Assessment

Without assessing the effectiveness of the stormwater management program the Permittee will not know which parts of the program need to be modified to protect and/or improve water quality and instead will essentially be operating blindly.

XIII. TOTAL MAXIMUM DAILY LOAD (TMDL)

Section 303(d) of the Clean Water Act requires States to identify waters that do not meet water quality standards after applying certain required technology-based effluent limitations ("impaired" waterbodies). States are required to compile this information in a list and submit the list to the U.S. EPA for review and approval. This list is known as the Section 303(d) list of impaired waters, which is incorporated into the Integrated Report.

This listing process requires States to prioritize waters/watersheds for future development of TMDLs. A TMDL is defined as the sum of the individual waste load allocations for point sources of pollution, plus the load allocations for nonpoint sources of pollution, plus the contribution from background sources of pollution. The Water Boards have ongoing efforts to monitor and assess water quality, to prepare the Section 303(d) list, and to subsequently develop TMDLs. The 2010 California 303(d) List identifies impaired receiving water bodies and their watersheds within the state.

TMDLs are developed by either the Regional Water Boards or U.S. EPA in response to Section 303(d) listings. Regional Water Board-developed TMDLs are subject to approval by the State Water Board, approval by the Office of Administrative Law, and ultimately approval by U.S. EPA. TMDLs developed by Regional Water Boards are incorporated as Basin Plan amendments and include implementation provisions. TMDLs developed by U.S. EPA typically contain the total load and waste load allocations required by Section 303(d), but do not contain comprehensive implementation provisions.

TMDLs are not self-implementing but rely on other regulatory mechanisms for implementation and enforcement. Urbanized areas typically utilize municipal storm

water permits as the implementation tool. Incorporation of TMDL implementation requirements into general permits (as opposed to individual MS4 permits) is difficult. First, there are numerous Traditional MS4s (municipalities) and Non-traditional MS4s such as military bases, public campuses, prison and hospital complexes covered under this Order. Second, the waste load allocations for many TMDLs are shared among several dischargers; that is, a single waste load allocation may be assigned to multiple dischargers, making it difficult to assign responsibility. Further, individual dischargers may not be explicitly identified. For example, "urban runoff" may be listed as a source of impairment, but the individual municipalities responsible for the impairment may not be identified. Third, the implementation plans adopted by the Regional Water Boards often provide for phased compliance with multiple milestones and deliverables, with optional and alternative means of compliance depending on the results of monitoring and special studies.

This Order requires Permittees to comply with all applicable TMDLs approved pursuant to 40 CFR §130.7 that assign a WLA to the Permittee and that have been identified in Attachment G. However, the high variance in the level of detail and specificity of TMDLs necessitates the development of more specific permit requirements in many cases to provide clarity to the Permittees regarding responsibilities for compliance. The Regional Water Boards have submitted TMDL-specific permit requirements to the State Water Board for applicable TMDLs and all TMDL-specific permit requirements for Traditional MS4s have been incorporated into Attachment G. The Regional Water Boards have also been directed to submit statements explaining how the requirements are designed to achieve the goals of the TMDLs and these have been incorporated into the Fact Sheet where provided (see the following discussions specific to each Regional Water Board).

This Order includes Attachment G, which identifies those approved TMDLs in which storm water or urban runoff is listed as a source. Attachment G then identifies municipalities subject to a given TMDL or assigned a waste load allocation under that TMDL. Finally, Attachment G includes TMDL-specific permit requirements developed by the Regional Water Boards for compliance with the TMDL, making the requirements directly enforceable through the permit.

Because the Permittees have not had an opportunity to meet with Regional Water Board staff to review and discuss the TMDL-specific permit requirements incorporated into this permit, the Regional Water Boards are additionally being directed through this Order to review the TMDL-specific permit requirements of Attachment G in consultation with the Permittees and propose any revisions to the State Water Board within one year of the effective date of this Order. Any such revisions will be incorporated into the permit through a reopening. To the extent they have not already done so, the Regional Water Boards will be expected during that process to prepare a statement for inclusion in the Fact Sheet explaining how the requirements are consistent with the assumptions and requirements of the TMDL WLAs and how they are designed to achieve the goals of the TMDLs.

Further, TMDL-specific permit requirements for TMDLs established in the Los Angeles Regional Water Quality Control Board's region, which apply to Non-Traditional MS4s in the region, have not been included in Attachment G. These TMDL-specific permit requirements will be developed during the one-year review period described above. The State Water Board or the Regional Water Board may designate additional Traditional or Non-traditional MS4s based on applicability of the TMDL requirements.

Permittees will report compliance with the specific TMDL permit requirements in the online Annual Report via SMARTS.

San Francisco Bay Water Board TMDLs

Sonoma Creek Sediment TMDL

The Sonoma Creek Sediment TMDL includes a wasteload allocation of 600 metric tons/year that applies to stormwater runoff discharges from stream crossings and with the operation of public and private roads, paved and unpaved within the watershed not otherwise covered by NPDES permits issued to County and City of Sonoma (Attachment G, Region Specific Requirements). It also includes a load allocation of 2,100 metric tons/year that applies to a roads and streams crossings source category that the City and County of Sonoma share with Caltrans. Caltrans is responsible for runoff from State highways and associated construction activities. Discharges from State highways are regulated via a Statewide Stormwater Permit issued to Caltrans.

The requirements in this Order are based on the TMDL Implementation Plan. To implement the roads and stream crossings allocation, the TMDL Implementation Plan establishes a performance standard for roads to design, construct, and maintain rural roads to minimize road-related sediment delivery to streams and calls on entities responsible for paved road, such as the City and County of Sonoma, to adopt and implement best management practices for maintenance of unimproved (dirt/gravel) roads, conduct a survey of stream-crossings associated with paved public roadways and develop a prioritized implementation plan for repair and/or replacement of high priority crossings/culverts to reduce road related erosion and protect stream-riparian habitat conditions.

Napa River Sediment TMDL

The Napa River Sediment TMDL includes a wasteload allocation of 800 metric tons/year that applies to stormwater runoff discharges from stream crossings and stormwater runoff discharges associated with operation of public and private roads, paved and unpaved within the watershed not otherwise covered by NPDES permits issued to Napa County and municipalities including the City of Napa, Town of Yountville, City of St. Helena, City of Calistoga, and City of American Canyon (Attachment G, Region Specific Requirements). It also includes a load allocation of 27,000 metric tons/year that applies to a roads and streams crossings source category that Napa County and the City of Napa, Town of Yountville, City of St. Helena, City of Calistoga, and City of American Canyon share with Caltrans. Caltrans is responsible for runoff from State highways and associated construction activities. Discharges from State highways are regulated via a Statewide Stormwater Permit issued to Caltrans.

The requirements in this Order are based on the TMDL Implementation Plan. To implement the roads and stream crossings allocation, the TMDL Implementation Plan establishes a performance standard for roads as follows: road-related sediment delivery to channels should be ≤ 500 cubic yards per mile per 20 year period. The TMDL Implementation Plan also calls on entities responsible for paved roads to conduct a survey of stream-crossings associated with paved public roadways and develop a prioritized implementation plan for repair and/or replacement of high priority crossings/culverts to reduce road related erosion and protect stream-riparian habitat conditions.

Sonoma Creek Pathogens TMDL

The Sonoma Creek Pathogens TMDL assigns a waste load allocation to municipal runoff as specified in Attachment G, Region Specific Requirements.

The requirements in this Order are based on the TMDL Implementation Plan. The Implementation Plan for the pathogen TMDL calls on parties responsible for municipal runoff (i.e., City and County of Sonoma) to comply with existing stormwater management plans and to update or amend them as needed, to include requirements for a) public participation and outreach, b) pet waste management, c) illicit sewage discharge detection and elimination to reduce and eliminate fecal coliform discharges to Sonoma Creek, and d) develop and implement pollution prevention strategies. The Implementation Plan also anticipates the City and County of Sonoma will participate in evaluation of *E. coli* concentration trends in Sonoma Creek and its tributaries and to report annually on water quality monitoring results and progress made on implementation of human and animal runoff reduction measures. These implementation actions would be extensions of existing programs.

Napa River Pathogens TMDL

The Napa River Pathogens TMDL assigns a waste load allocation to municipal runoff as specified in Attachment G, Region Specific Requirements.

The requirements in this Order are based on the TMDL Implementation Plan. The Implementation Plan for the pathogen TMDL calls on parties responsible for municipal runoff (i.e., Napa County and municipalities including the City of Napa, Town of Yountville, City of St. Helena, City of Calistoga, and City of American Canyon) to comply with existing stormwater management plans and to update or amend them as needed, to include requirements for a) public participation and outreach, b) pet waste management, c) illicit sewage discharge detection and elimination to reduce and eliminate fecal coliform discharges to Sonoma Creek, and d) develop and implement pollution prevention strategies. The Implementation Plan also anticipates these parties to participate in evaluation of *E. coli* concentration trends in the Napa River and its tributaries and to report annually on water quality monitoring results and progress made on implementation of human and animal runoff reduction measures. These implementation actions would be extensions of existing programs.

Tomaes Bay Pathogens TMDL

The Tomaes Bay Pathogens TMDL assigns a waste load allocation to municipal runoff as specified in Attachment G, Region Specific Requirements.

The requirements in this order are based on the TMDL Implementation Plan. The Implementation Plan for the pathogen TMDL calls on parties responsible for municipal runoff (i.e., Marin County) to comply with existing stormwater management plans and to update or amend them as needed, to include requirements for a) public participation and outreach, b) pet waste management, c) illicit sewage discharge detection and elimination to reduce and eliminate fecal coliform discharges to Tomaes Bay and its tributaries including Olema, Lagunitas, Walker, and San Geronimo Creeks, and d) develop and implement pollution prevention strategies. The Implementation Plan also anticipates these parties to participate in evaluation of *E. coli* concentration trends in Tomaes Bay and its tributaries and to report annually on water quality monitoring results and progress made on implementation of human and animal runoff reduction measures.

The Implementation Plan anticipates that dischargers (including Marin County) and stakeholders, in collaboration with the Water Board will conduct water quality monitoring to evaluate fecal coliform concentration trends in Tomales Bay and its tributaries.

These implementation actions would be extensions of existing Stormwater Management Programs and would build upon previous and ongoing successful efforts to reduce pathogen loads to Tomales Bay and its tributaries.

Richardson Bay Pathogens TMDL

The Richardson Bay Pathogens TMDL assigns a waste load allocation to municipal runoff as specified in Attachment G, Region Specific Requirements.

The requirements in this order are based on the TMDL Implementation Plan. The Implementation Plan for the pathogen TMDL calls on parties responsible for municipal runoff (i.e., Marin County, City of Mill Valley, City of Tiburon, City of Belvedere, and city of Sausalito) to comply with existing stormwater management plans and to update or amend them as needed, to include requirements for a) public participation and outreach, b) pet waste management, c) illicit sewage discharge detection and elimination to reduce and eliminate fecal coliform discharges to Sonoma Creek, and d) develop and implement pollution prevention strategies. The Implementation Plan also parties responsible for municipal runoff to report annually on progress made on implementation of human and animal runoff reduction measures. These implementation actions would be extensions of existing programs.

Urban Creeks and Diazinon & Pesticide Toxicity TMDL

The Urban Creeks and Diazinon & Pesticide TMDL assigns a waste load allocation to municipal runoff as specified in Attachment G, Region Specific Requirements.

The requirements in this order are based on the TMDL Implementation Plan. The Implementation Plan for the Urban Creeks and Diazinon & Pesticide Toxicity TMDL calls on parties responsible for municipal runoff (i.e., Marin County, City of Mill Valley, City of Belvedere, Town of Corte Madera, Town of Fairfax, City of Larkspur, City of Mill Valley, City of Novato, Town of Ross, Town of San Anselmo, City of San Rafael, City of Sausalito, Town of Tiburon, County of Sonoma, City of Sonoma, and City of Petaluma) to adopt an Integrated Pest Management Policy (IPM) or ordinance, as the basis of a Pesticide-Related Toxicity Program. Implementation actions of the program must include: a) training of all municipal employees who use or apply pesticides in the IPM practices and policy/ordinance, b) require contractors to implement IPM, c) keep County Agricultural Commissioners informed of water quality issues related to pesticides, d) conduct outreach to residents and pest control applicators on less toxic methods for pest control, e) keep records on pesticide use, and f) monitor water and sediment for pesticides and associated toxicity in urban creeks via an individual or regional monitoring program.

Central Valley Water Board TMDLs

Delta Methylmercury TMDL

On April 22, 2010, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) adopted Resolution No. R5-2010-0043 to amend the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins (Basin Plan) to

include a methylmercury TMDL and an implementation plan for the control of methylmercury and total mercury in the Sacramento-San Joaquin Delta Estuary (Delta Mercury Control Program). The Basin Plan amendment includes the addition of: (1) site-specific numeric fish tissue objectives for methylmercury; (2) the commercial and sport fishing (COMM) beneficial use designation for the Delta and Yolo Bypass; (3) methylmercury load allocations for non-point sources and waste load allocations for point sources; and (4) an implementation plan that includes adaptive management to address mercury and methylmercury in the Delta and Yolo Bypass.

The Delta TMDL covers the Counties of Alameda, Contra Costa, Sacramento, San Joaquin, Solano and Yolo both within legal Delta boundary defined by California Water Code Section 12220 and the Yolo Bypass, a 73,300-acre floodplain on the west side of the lower Sacramento River.

The Delta is on the Clean Water Act Section 303(d) List of Impaired Water Bodies because of elevated levels of mercury in fish. Beneficial uses of the Delta that are impaired due to the elevated methylmercury levels in fish are wildlife habitat (WILD) and human consumption of aquatic organisms. The Delta provides habitat for warm and cold-water species of fish and their associated aquatic communities. Additionally, the Delta and its riparian areas provide valuable wildlife habitat. There is significant use of the Delta for fishing and collection of aquatic organisms for human consumption. Further, water is diverted from the Delta for statewide municipal (MUN) and agricultural (AGR) use.

Mercury in the Central Valley comes primarily from historic mercury and gold mines and from resuspension of contaminated material in stream beds and banks downstream of the mines, as well as from modern sources such as atmospheric deposition from local and global sources, waste water treatment plants, and urban runoff. Methylmercury, the most toxic form of mercury, forms primarily by sulfate reducing bacteria methylating inorganic mercury. Sources of methylmercury include methylmercury flux from sediment in open water and wetland habitats, urban runoff, irrigated agriculture, and waste water treatment plants. Water management activities, including water storage, conveyance, and flood control, can affect the transport of mercury and the production and transport of methylmercury.

The Delta Mercury Control Program assigns massed-based methylmercury TMDL allocations to all sources of methylmercury in the Delta and Yolo Bypass, including urban runoff from Phase 1 and Phase 2 MS4s. In the Delta and Yolo Bypass, the TMDL assigns individual methylmercury waste load allocations to the following small urban runoff agencies:

- City of Lathrop
- City of Lodi
- City of Rio Vista
- County of San Joaquin
- County of Solano
- City of West Sacramento
- County of Yolo
- City of Tracy

Mercury is often attached to sediment, and the formation of methylmercury is linked in part to the concentration of mercury concentrations in sediment. Reductions in mercury concentrations will result in methylmercury reductions and subsequently methylmercury levels in fish. To comply with the TMDL, the agencies are required to implement best management practices to control erosion and sediment discharges with the goal of reducing mercury discharges.

Central Coast Water Board TMDLs

Morro Bay Sediment TMDL

The numeric targets approved in the TMDL are expressed in terms of receiving water indicators, e.g. pool residual volume, median diameter of spawning graves, etc. The TMDL also expressed the sediment assimilative capacity and allocations required to achieve the numeric targets. The allocations require a 50% reduction of current loading (estimated in 2003) to achieve the numeric targets. The wasteload allocations assigned to the responsible parties in this permit represent a 50% reduction from 2003 loading estimates.

San Lorenzo River Sediment TMDL

The numeric targets approved in the TMDL are expressed in terms of receiving water indicators, e.g. pool residual volume, median diameter of spawning graves, etc. The TMDL also expressed the sediment assimilative capacity and allocations required to achieve the numeric targets. The allocations require reductions of 24-27 percent of current sediment loading (estimated in 2002) to achieve the numeric targets. The wasteload allocations assigned to the responsible parties in this permit represent a 24-27 percent reduction from the 2003 loading estimates.

Pajaro River Sediment TMDL

The numeric targets approved in the TMDL are expressed in terms of receiving water indicators, e.g. pool residual volume, median diameter of spawning graves, etc. The TMDL also expressed the sediment assimilative capacity and allocations required to achieve the numeric targets. The allocations require reductions of 90% from current sediment loading (estimated in 2005) to achieve the numeric targets. The wasteload allocations assigned to the responsible parties in this permit represent a 90% reduction of the 2005 loading estimate.

For All TMDLs Requiring Wasteload Allocation Attainment Programs

In situations where MS4s must reduce their wasteload discharges in accordance with TMDLs, the Central Coast Water Board has required the MS4s to develop Wasteload Allocation Attainment Programs. Since these MS4s have been documented as sources of impairment, they must be held to a high standard to ensure they ultimately achieve their wasteload allocations and no longer contribute to the water body impairments addressed by the TMDLs. Indeed, the TMDLs set forth the expectation that the MS4s achieve their wasteload allocations within specified timeframes. This approach stands in contrast to the typical regulatory approach applied to municipal stormwater, which calls for implementation of BMPs according to an iterative process of continual improvement, with no associated timelines for achieving water quality standards. The MS4s' contribution to the impairment of water bodies, combined with the expectation that they achieve their wasteload allocations within specified timeframes, necessitates a

systematic approach to program implementation as it relates to the discharge of pollutants associated with impairments.

The federal regulations indicate that such an approach is appropriate. The Preamble to the Phase II federal storm water regulations states: "Small MS4 permittees should modify their programs if and when available information indicates that water quality considerations warrant greater attention or prescriptiveness in specific components of the municipal program."³⁷

Central Coast Water Board staff developed the Wasteload Allocation Attainment Programs as a means to systematically guide municipalities towards attainment of their wasteload allocations. Without a systematic approach of this type, Water Board staff believes that attainment of wasteload allocations is unlikely. This belief is supported by many MS4s' storm water management programs. For example, programs typically include basic or minimum BMPs to be implemented to attain wasteload allocations. While some of these BMPs are likely to be beneficial, the connection between others and wasteload reductions is unclear. In addition, it appears that most of these BMPs are currently implemented, yet impairments continue, indicating that greater efforts are warranted. Moreover, BMPs implemented by MS4s often do not address all of the issues identified in TMDLs. This insufficient approach to BMP implementation in light of documented impairments and approved TMDLs indicates that a more systematic approach, as represented by the Wasteload Allocation Attainment Programs, is warranted.

On a broader scale, storm water programs often do not exhibit the rationale used for BMP selection, or draw connections between those BMPs selected and eventual wasteload allocation attainment. Without this level of planning, the significant challenge of achieving wasteload allocations within specified timeframes is not likely to be met. The Wasteload Allocation Attainment Program requirements are expressly designed to ensure adequate planning is conducted so that MS4s' TMDL implementation efforts are effective. The main steps to be followed for Wasteload Allocation Attainment Program development and implementation are activities that are basic to successfully correcting water quality problems. The Wasteload Allocation Attainment Program requirements specify that MS4s address the following items as they apply to TMDLs: (1) An implementation and assessment strategy; (2) source identification and prioritization; (3) BMP identification, prioritization, implementation (including schedule), analysis, and assessment; (4) monitoring program development and implementation (including schedule); (5) reporting and evaluation of progress towards achieving wasteload allocations; and (6) coordination with stakeholders. The United States Environmental Protection Agency (U.S. EPA) forwards similar approaches for TMDL implementation in its *Draft TMDLs to Stormwater Permits Handbook*, which discusses BMP review and selection, establishing linkages between BMP implementation and load reductions, effectiveness assessment, and BMP/outfall/receiving water monitoring.³⁸

Ultimately, the Wasteload Allocation Attainment Programs place the responsibility for program development, assessment, improvement, and success on the municipalities. Placement of responsibility on the municipalities is appropriate, since the municipalities are the parties contributing to the water quality impairment. This approach is also

³⁷ 64 FR 68753

³⁸ USEPA. 2008. *Draft TMDLs to Stormwater Permits Handbook*. Chapters 5 and 6.

consistent with the Water Board's approach of requiring plans for control of pollutants from other sources identified by TMDLs, such as sanitary sewer collection and treatment systems and domestic animal discharges. The Water Board will collectively assess the progress of the various sources towards achieving receiving water quality standards as part of its triennial review, but each source must be responsible for assessing its own progress towards achieving its wasteload allocation. Without progress by each responsible party, the Water Board will not be able to demonstrate progress towards correcting the impairment. The process of planning, assessment, and refinement outlined by the Wasteload Allocation Attainment Programs helps ensure continual improvement and ultimate attainment of water quality standards at impaired receiving waters. This will be especially important as the complexity of achieving wasteload allocations increases when more and more TMDLs are adopted.

The Central Coast Water Board staff believes this standardized process of development, implementation, assessment, and review of the Wasteload Allocation Attainment Programs provides the greatest likelihood for the TMDLs' wasteload allocations to be attained.

XIV. STORM WATER MANAGEMENT PROGRAM FOR NON-TRADITIONAL MS4s

Differences between Traditional and Non-traditional MS4s

Because of the differences between Traditional and Non-traditional MS4s this Order includes Section F to address their specific management structure.

Non-Traditional Small MS4s required to comply with this Order are identified in Attachment B.

Non-traditional MS4s differ from cities and counties, because most potential sources of illicit discharges and storm water pollution are associated with activities under their direct operational control.

Some Non-traditional MS4s may also lack the legal authority or employ a different type of enforcement mechanism than a city/county government to implement their storm water program.

Certain Non-traditional Small MS4s such as Department of Defense and Department of Corrections and Rehabilitation Permittees required exemption from certain provisions due to security risks and/or compromised facility security.

Program Management – Applicable to all Non-traditional MS4 Categories

Legal Authority: Clean Water Act § 40 CFR 122.26(d)(2)(i) and 40 CFR 122.34(b)(3)(ii)(B), (b)(4)(ii)(A), and (b)(5)(ii)(B).

MS4 Permit Improvement Guide, U.S. EPA, April 2010, EPA 833-R-10-001; MS4 Program Evaluation Guidance, U.S. EPA, EPA-833-R-07-003

Program Management

Program Management is essential to ensure that all elements of the storm water program are implemented on schedule and consistent with the Order requirements.

See Online Annual Reporting for further discussion later in this section.

Legal Authority

Legal authority to control discharges into a Permittee's storm sewer system is critical for compliance. Most Non-traditional MS4s lack the legal authority or employ a different type of enforcement mechanism than a city or county government to implement its storm water program. To the extent allowable under State and federal law, this Order requires each Non-traditional MS4 to operate with sufficient legal authority to control discharges into and from its MS4. The legal authority may be demonstrated by a combination of statutes, permits, contracts, orders, and interagency agreements. Non-traditional MS4 Permittees also do not generally have the authority to impose a monetary penalty. Although these differences exist, just like Traditional MS4s, Non-traditional MS4s must have the legal authority to develop, implement, and enforce the program.

Coordination

This Order allows Non-traditional MS4s to coordinate their storm water programs with other entities within or adjacent to their MS4 and allows the concept of a Separate Implementing Entity. A Separate Implementing Entity allows Permittees to leverage resources and skills. Additional information regarding SIEs is discussed later in this section.

Education and Outreach Program

Legal Authority: Clean Water Act § 40 CFR 122.34(b)(1).

MS4 Permit Improvement Guide, U.S. EPA, April 2010, EPA 833-R-10-001

Because the population served by most Non-traditional MS4s will generally be served by the public education and outreach efforts of the local jurisdiction, the most useful supplement to those education and outreach efforts would be to label the Non-traditional MS4 catch basins. However, some Non-traditional MS4s such as universities have tenants and residents that may not be as effectively served by the local jurisdiction's public education and outreach program, therefore a separate education and outreach program may be needed. Where the local jurisdiction's public education and outreach efforts do effectively target and reach these tenant and resident populations, the Non-traditional MS4s are not expected to duplicate those efforts.

Some Non-traditional MS4s are well suited for regional education and outreach. For example, school districts often have several schools located with a watershed or regional boundary. This Order allows Non-traditional MS4s to comply with the Education and Outreach provisions through a regional collaborative effort.

Regional outreach and collaboration requires the Permittees to define a uniform and consistent message, deciding how best to communicate the message, and how to facilitate behavioral changes.

Public Involvement and Participation

Legal Authority: Clean Water Act § 40 CFR 122.34(b)(2)).

MS4 Permit Improvement Guide, U.S. EPA, April 2010, EPA 833-R-10-001

Non-traditional MS4s have the same responsibilities as Traditional MS4s to ensure the storm water program is publicized and must involve the population they serve in the development of the program. However, the most effective BMP for Non-traditional

MS4s is to provide up-to-date information about the storm water program online if the Non-traditional MS4 maintains a website, or the Non-traditional MS4 Permittee may choose to post information about their program on the local jurisdiction's website.

Illicit Discharge Detection and Elimination Program

Legal Authority: Clean Water Act § 40 CFR 122.26(d)(2)(iv)(B)

MS4 Permit Improvement Guide, U.S. EPA, April 2010, EPA 833-R-10-001

The federal Phase II regulations require all MS4s to develop a process to trace the source of illicit discharges and eliminate them. The regulations also state that appropriate enforcement procedures and actions must be included in this process.

Unlike Traditional MS4s, Non-traditional MS4s have direct control of their own staff and contractors. Therefore, the enforcement provisions identified in the Illicit Discharge Detection and Elimination program are often not applicable to Non-traditional MS4 Permittees. Non-traditional MS4 Permittees should address illicit non-storm water discharges through the implementation of a Spill Response Plan. However, Non-traditional MS4 Permittees often comply with existing state/federal regulations that required a Spill Response Plan or Hazardous Materials plan that identifies notification procedures for other operators or local agencies and includes details that are similar if not the same as a Spill Response Plan. Therefore, to leverage resources and maximize efficiencies the requirements in this Order recommend utilizing existing documents if that document contains the same information.

Construction Site Storm Water Runoff Control and Outreach Program

The purpose of this program component is to prevent sediment and other pollutants from entering the Non-traditional MS4 during the construction phase of development projects. In general, Non-traditional MS4 Permittees will obtain coverage under, and comply with, the CGP for their own construction projects. To the extent that they have the legal authority, Non-traditional MS4s must also require other entities discharging to their MS4 to obtain coverage under and comply with the CGP during the construction phase of their projects.

This Order relieves Non-traditional MS4 Permittees from development and implementation of a complete construction storm water runoff control program. This Order does require education and outreach to staff, construction site operators and contractors on how to control construction storm water runoff.

The CGP is inherently a robust permit with stringent reporting requirement for any construction project disturbing one acre or more in California. Often, Non-traditional MS4s have a few construction projects occurring at once such as those in a City or County. There are, however, very few Non-traditional MS4s that have dozens of active construction sites. Further, Non-traditional MS4 Permittees are often both the owner and contractor of a construction project. Finally, municipal governments must review and approve erosion and sediment control plans prior to the issuance of grading permits. Most all Non-traditional MS4s do not require approval from local municipalities prior to construction activity. Conditioning of a construction project is usually conducted in-house by Non-traditional MS4 Permittee staff. If contractors are brought in to conduct construction activity, this Order requires Non-traditional MS4 Permittees to include

“bullet proof” contract language ensuring construction operators or contractors comply with the CGP and implement appropriate BMPs.

Pollution Prevention and Good Housekeeping Program

Legal Authority: Clean Water Act § 40 CFR 122.34(b)(6)

MS4 Permit Improvement Guide, U.S. EPA, April 2010, EPA 833-R-10-001

Non-traditional MS4s have the same responsibilities as Traditional MS4s to prevent or reduce storm water pollution generated by their own operations, to train employees about pollution prevention/good housekeeping practices, and to identify appropriate measures to prevent or reduce the amount of storm water generated by their operations.

Post-Construction Storm Water Management Program

Legal Authority: Clean Water Act § 402(p)(3)(b); 40 C.F.R. § 122.34(b)(5).

MS4 Permit Improvement Guide, U.S. EPA, April 2010, EPA 833-R-10-001; U.S. EPA Incorporating Environmentally Sensitive Development into Municipal Stormwater Programs, EPA 833-F-07-011

This Order has specific site design and LID requirements for all projects. The LID requirements emphasize landscape-based site design features that are already required elsewhere (e.g., the California Water Efficient Landscape Ordinance). The goal during this permit term is to develop runoff retention and hydromodification control criteria that are keyed to watershed processes. Watershed management zones will be delineated by the State Board during this permit term. The Watershed management zones will be used to identify applicable areas and appropriate criteria for runoff retention and hydromodification control. Regional Boards that have approved watershed process-based criteria for post-construction will be permitted to continue requiring Permittees to implement these criteria.

Total Maximum Daily Load (TMDL)

The Order includes Attachment G, which identifies only those approved TMDLs in which storm water or urban run-off is listed as a source. In addition, Attachment G identifies Permittees subject to TMDLs or assigned waste load allocation. If Non-traditional MS4 Permittees have been identified in Attachment G, they must implement the specific TMDL permit requirements.

Program Effectiveness Assessment

Non-traditional MS4s have the same responsibilities as Traditional MS4s to conduct quantitative evaluation of their storm water program.

Online Annual Reporting

Non-traditional MS4s have the same responsibilities as Traditional MS4s to submit online Annual Reports via SMARTS.

Separate Implementing Entity

Legal Authority: Clean Water Act § 40 CFR 122.35

This Order allows a Regulated MS4s to rely on a Separate Implementing Entity to meet permit requirements, as allowed by U.S. EPA in the Phase II regulations. Reliance on Separate Implementing Entity may be particularly beneficial for Non-Traditional MS4s. An example is a community service district that is charged with creating and implementing a municipal storm water program.

Co-application and cooperative implementation of the storm water program by any Permittee with another Permittee can maximize efficiency and reduce overall costs. Non-traditional MS4s are encouraged to co-apply with local jurisdictions and utilize shared resources to implement the storm water program. Additionally, co-application and cooperative storm water program implementation can achieve watershed-wide consistency.

A Permittee may rely on a Separate Implementing Entity to implement one or more program elements, if the Separate Implementing Entity can appropriately and adequately address the storm water issues of the Permittee. To do this, both entities must agree to the arrangement, and the Permittee must comply with the applicable parts of the Separate Implementing Entity's program.

In accordance with 40 Code of Federal Regulations, section 122.35(a)(3), the Permittee remains responsible for compliance with its permit obligations if the Separate Implementing Entity fails to implement the control measure(s) or any component thereof. Therefore, the entities are encouraged to enter into a legally binding agreement to minimize any uncertainty about compliance with the permit.

If the Non-traditional MS4 Permittee relies on a Separate Implementing Entity to implement all program elements and the Separate Implementing Entity also has a storm water permit, the Permittee relying on Separate Implementing Entity must still file an NOI via SMARTS, submit the appropriate fee and file online Annual Reports. Both parties must also submit to the appropriate Regional Water Board a certification of the arrangement. The arrangement is subject to the approval of the Regional Water Board Executive Officer prior to filing an electronic NOI via SMARTS.

School districts present an example of where a Separate Implementing Entity arrangement may be appropriate, either by forming an agreement with a city or with an umbrella agency, such as the County Office of Education. Because schools provide a large audience for storm water education the two entities may coordinate an education program. An individual school or a school district may agree to provide a one-hour slot for all second and fifth grade classes during which the city would make its own storm water presentation. Alternatively, the school could agree to teach a lesson in conjunction with an outdoor education science project, which may also incorporate a public involvement component. Additionally, the school and the city or Office of Education may arrange to have the school's maintenance staff attend the other entity's training sessions.

XV. RELATIONSHIP BETWEEN THE ORDER AND THE STATEWIDE GENERAL PERMIT FOR DISCHARGES OF STORM WATER ASSOCIATED WITH INDUSTRIAL ACTIVITY

In some cases, certain Non-traditional MS4s will be subject to both this Order and the IGP.

The intent of both of these permits is to reduce pollutants in storm water, but neither permit's requirements totally encompass the other. This Order requires that Non-traditional MS4 operators address storm water program elements, while the IGP requires the development and implementation of a SWPPP for certain "industrial" activities as well as requiring specific visual and chemical monitoring.

In the Preamble to the Phase II regulations, U.S. EPA notes that for a combination permit to be acceptable, it must contain all of the requirements for each permit. Further, "when viewed in its entirety, a combination permit, which by necessity would need to contain all elements of otherwise separate industrial and MS4 permit requirements, and require NOI information for each separate industrial activity, may have few advantages when compared to obtaining separate MS4 and industrial general permit coverage." (64 Fed. Reg. 68781.) Where the permits do overlap, one program may reference the other. More specifically, the Good Housekeeping for Permittee Operations program element requires evaluation of Permittee operations, some of which may be covered under the IGP. The development and implementation of the SWPPP under the IGP will likely satisfy the Good Housekeeping requirements for those industrial activities. The Non-traditional MS4 storm water program may incorporate by reference the appropriate SWPPP.

There may be instances where a Non-traditional MS4 has, under the IGP, obtained coverage for the entire facility (rather than only those areas where industrial activities occur) and has developed a SWPPP that addresses all the program elements required by this Order. In these instances, the Non-traditional MS4 is not required to obtain coverage under this Order. The entity should, in such cases, provide to the appropriate Regional Water Board documentation that its SWPPP addresses all program elements.

XVI. USE OF PARTNERSHIPS IN MS4 PERMITS

Since the Phase II Rule applies to all small MS4s within an urbanized area regardless of political boundaries it is very likely that multiple governments and agencies within a single geographic area are subject to NPDES permitting requirements. For example, a city government that operates a small MS4 within an urbanized area may obtain permit coverage under this Order while other MS4s in the same vicinity (such as a County, other cities, public university, or military facility) may also be covered under this Order. All MS4s are responsible for permit compliance within their jurisdiction.

Given the potential for overlapping activities in close proximity, the State Water Board encourages MS4s in a geographic area to establish cooperative agreements in implementing their storm water programs, especially with receiving water monitoring. Partnerships and agreements between Permittees and/or other agencies can minimize unnecessary duplication of effort and result in efficient use of available resources. Sharing resources can allow MS4s to focus their efforts on high priority program components. By forming partnerships, water quality can be examined and improved on a consolidated, efficient, watershed-wide scale rather than on a piece-meal, site-by-site basis.

XVII. REGIONAL BOARD DESIGNATIONS

Designation of additional Small MS4s outside of Urbanized Areas as Regulated Small MS4s may be made by the Regional Water Boards on a case by case basis. Case by case determinations of designation are based on the potential of a Small MS4's discharges to result in exceedances of water quality standards, including impairment of designated uses, or other significant water quality impacts, including habitat and biological impacts. The tables below includes designations recommend by the Regional Water Boards prior to adoption of this Order. The Regional Water Boards may continue to make case by case determinations of designation during the permit term by notification to the discharger (which shall include a statement of reasons for the designation) and following an opportunity for public review and comment.

Traditional Small MS4s

Place name	County	Regional Board	Justification
Crescent City	Del Norte	1	7500 population and in urbanized area
Bayview CDP	Humboldt	1	Adjacent to, but outside of Eureka city limits located in southern Humboldt Bay, in unincorporated Humboldt County. Designation of these areas is needed to address pollutant sources of urbanized and urbanizing areas within 303(d) listed watersheds
Cutten CDP	Humboldt	1	Adjacent to, but outside of Eureka city limits located in southern Humboldt Bay, in unincorporated Humboldt County. Designation of this area is needed to address pollutant sources of urbanized and urbanizing areas within 303(d) listed watersheds
Humboldt Hill CDP	Humboldt	1	Adjacent to, but outside of Eureka city limits located in southern Humboldt Bay, in unincorporated Humboldt County. Designation of this area is needed to address pollutant sources of urbanized and urbanizing areas within 303(d) listed watersheds
Myrtletown CDP	Humboldt	1	Adjacent to, but outside of Eureka city limits located in southern Humboldt Bay, in unincorporated Humboldt County. Designation of this area is needed to address pollutant sources of urbanized and urbanizing areas within 303(d) listed watersheds

Pine Hills CDP	Humboldt	1	Adjacent to, but outside of Eureka city limits located in southern Humboldt Bay, in unincorporated Humboldt County. Designation of this area is needed to address pollutant sources of urbanized and urbanizing areas within 303(d) listed watersheds
Ridgewood Heights USSA	Humboldt	1	Adjacent to, but outside of Eureka city limits located in southern Humboldt Bay, in unincorporated Humboldt County. Designation of these areas is needed to address pollutant sources of urbanized and urbanizing areas within 303(d) listed watersheds
Rosewood USSA	Humboldt	1	Adjacent to, but outside of Eureka city limits located in southern Humboldt Bay, in unincorporated Humboldt County. Designation of this area is needed to address pollutant sources of urbanized and urbanizing areas within 303(d) listed watersheds
Cloverdale CDP	Sonoma	1	There are urbanized areas within the County of Sonoma not covered under the Phase I Permit. These areas are located within the Russian River watershed, a 303(d) listed watershed. Currently, there is only limited storm water management in these areas, allowing the discharge of pollutants to the impacted water body. Storm water management is needed in these areas to reduce the pollutant loads and for early TMDL implementation
Forestville CDP	Sonoma	1	There are urbanized areas within the County of Sonoma not covered under the Phase I Permit. These areas are located within the Russian River watershed, a 303(d) listed watershed. Currently, there is only limited storm water management in these areas, allowing the discharge of pollutants to the impacted water body. Storm water management is needed in these areas to reduce the pollutant loads and for early TMDL implementation
Guerneville CDP	Sonoma	1	There are urbanized areas within the County of Sonoma not covered under the Phase I Permit. These areas are located within the Russian River watershed, a 303(d) listed watershed. Currently, there is only limited storm water management in these areas, allowing the discharge of pollutants to the impacted water body. Storm water management is needed in these areas to reduce the pollutant loads and for early TMDL implementation

Monte Rio	Sonoma	1	There are urbanized areas within the County of Sonoma not covered under the Phase I Permit. These areas are located within the Russian River watershed, a 303(d) listed watershed. Currently, there is only limited storm water management in these areas, allowing the discharge of pollutants to the impacted water body. Storm water management is needed in these areas to reduce the pollutant loads and for early TMDL implementation
Occidental CDP	Sonoma	1	There are urbanized areas within the County of Sonoma not covered under the Phase I Permit. These areas are located within the Russian River watershed, a 303(d) listed watershed. Currently, there is only limited storm water management in these areas, allowing the discharge of pollutants to the impacted water body. Storm water management is needed in these areas to reduce the pollutant loads and for early TMDL implementation
Yreka City	Siskiyou	1	Discharges to a TMDL listed waterbody and identified on Attachment G
Gonzalez City	Monterey	3	Greater than 5,000 population
Moss Landing CDP	Monterey	3	Proximity to ocean areas (Monterey Bay National Marine Sanctuary, including Elkhorn slough)
Blacklake CDP	San Luis Obispo	3	Proximity to urbanized area (Oceano, Arroyo Grande, Grover Beach and Nipomo)
Cayucos CDP	San Luis Obispo	3	Greater than 2,000 population and proximity to Pacific Ocean

Lake Nacimiento CDP	San Luis Obispo	3	Greater than 2,000 population and proximity to Lake Nacimiento (drinking water source)
San Miguel	San Luis Obispo	3	Greater than 2,000 population High Growth Rate (16.8%)
Shandon CDP	San Luis Obispo	3	High Growth Rate (31.3%)
Guadalupe City	Santa Barbara	3	Incorporated area exceeding 5,000 population
Hope Ranch CDP	Santa Barbara	3	Proximity to urbanized area
Mission Canyon CDP	Santa Barbara	3	Proximity to urbanized area
Mission Hills CDP	Santa Barbara	3	Proximity to urbanized area
Toro Canyon CDP	Santa Barbara	3	Proximity to urbanized area
Live Oak CDP	Santa Cruz	3	Greater than 5,000 population Discharges to a TMDL listed waterbody and identified on Attachment G

City of Avalon	Los Angeles	4	Proximity to sensitive water body
Colusa County	Colusa	5S	Discharges to a TMDL listed waterbody and identified on Attachment G
Amador County	Amador	5S	Currently, there is only limited storm water management in this area, allowing discharge of pollutants to waters of the State already impacted with multiple constituents and parameters. Storm water management is needed in these areas to reduce the pollutant loads prior to adoption of any TMDLs, which are typically not estimated to be completed until 2020 or thereafter in many cases. Additionally, several waterbodies or waterbody segments within or bounding Amador County are 303(d) listed for invasive species (Cosumnes River, above Michigan Bar), mercury (Pardee Reservoir, Camanche Reservoir), pH - High (Amador Lake, Bear River from Allen to Upper Bear River Reservoir), copper (Camanche Reservoir), and zinc (Camanche Reservoir) according to the 2010 CWA 303(d) list. Camanche Reservoir drains to Lower Mokelumne River. The Lower Mokelumne River (in Delta Waterways, eastern portion) is 303(d) listed for chlorpyrifos, copper, mercury, dissolved oxygen, unknown toxicity, and zinc. Both the Cosumnes and Mokelumne Rivers drain to the San Joaquin River, which is 303(d) listed for these same constituents and parameters. Many of these constituents are known to bind to various size sediment particles migrating into surface waters.

Non-Traditional Small MS4s

Place name	Category	Regional Board	Justification
Petaluma Coast Guard Training Center	Defense, Department of	1	Activities that could impact water quality, fueling, maintenance. Personnel that should be educated on how their activities effect water quality.
Alameda-Contra Costa Transit District (AC Transit)	Special District	2	The Alameda-Contra Costa Transit District (AC Transit) is a large special transit district like the Valley Transit Authority (VTA) and BART which are both already designated. In order to fully regulate both large bus storage and maintenance facilities and new development related to bus stops and plazas they need to be fully regulated under the Phase II stormwater permit, as they do not fall under the local city regulatory jurisdiction for all aspects of their operations.
AMTRAK	Special District	2	Within urbanized area
Bay Area Rapid Transit	Special District	2	Within urbanized area
CalTrain	Special District	2	Within urbanized area
Golden Gate Bridge, Highway and Transportation District	Special District	2	Within urbanized area
Valley Transit Authority	Special District	2	Within urbanized area
Port of Oakland	Port	2	Within urbanized area
Port of Redwood City	Port	2	Within urbanized area
San Jose Airport	Airport	2	Within urbanized area
Oceano Community Services District	Community Services District	3	Within urbanized area
Fort Ord Reuse Authority	Local Agency	3	Adjacent to urbanized area, Planned annexation into urbanized area
Fort Hunter Liggett, Army Garrison	Defense, Department of	3	Within urbanized area

March Air Reserve Base	Defense, Department of	8	The former March Air Reserve Base was downsized and became known as March ARB. March ARB is an active military base that covers 2,300 acres. Activities in the base proper includes military activities such as air refueling, air cargo, air reconnaissance, military interceptors, military housing, recreational and dining facilities, commercial air cargo, training facilities, schools, operations centers for troop transport and industrial, including airport operations. Land use activities are under Base commander authority. The base is currently covered under an individual industrial storm water permit for their industrial operations and is a stakeholder under the Lake Elsinore/Canyon Lake TMDL. In addition to industrial permit monitoring, the Base monitors their compliance with the TMDL. We believe Phase II permit coverage is an appropriate permit to address the pollutants and flows generated from Base operations. Development and redevelopment post construction controls are of particular importance to be incorporated into the base's storm water program through Phase II permit coverage.
March Joint Powers Authority	March Joint Powers Commission	8	The March JPA is a federally recognized reuse authority for the former March Air Force base. It encompasses most of the 6, 500 acres of the former active duty March Air Force Base area and approximately 450 acres adjacent to the base in the industrial area of the City of Moreno Valley. March JPA also assumed the following authorities: 1 - Land Use Authority - Land use authority was transferred to March JPA from the County of Riverside, City of Riverside, and City of

Note: This discharger was not designated in the final version of Attachment B of the Order adopted by the Board on February 5, 2013.

			Moreno Valley. The March JPA has adopted development and building codes and standards. The March JPA General Plan has been developed by the March JPA in accordance with state statutes, as well as the associated Master Environmental Impact Report. The March JPA General Plan is designed to implement the March Final Reuse Plan and related activities. 2 - Airport Authority - March Inland Port Airport Authority (MIPAA), is a governing body under the governance umbrella of the March JPA. MIPAA is responsible for the development and operation of the March Inland Port (MIP), a joint use aviation facility targeted for air cargo operations. The developments approved by the March JPA to date included residential, commercial and industrial sources of pollutants. About 1/8th of the area has been developed. March JPA has the authority to develop its own MS4s within their jurisdiction and connect to MS4s owned/operated by Phase 1 permittees. Many of the functions resemble that of a local agency. Therefore, March JPA should be subject to the Phase II (or they can join our Phase 1).
	Miramar Marine Corps Air Station	Defense, Department of	9 Within urbanized area
Note: This discharger was not designated in the final version of Attachment B of the Order adopted by the Board on February 5, 2013.	General Services Administration Facilities (GSA)	Federal Facility	9 The site is the General Services Administration Facilities (GSA), located at 801 E. San Ysidro Blvd., San Ysidro, CA 92173 and is a federal facility. They are the owner and operator of a series of lateral drains which tie into a main open-trunk running and discharging along the border fence. They are responsible for the storm drains, including the new trunk slated for construction, and the entire system

			acts as a MS4. Additionally, GSA is the landlord of the world's busiest Land Port of Entry (LPOE). Located between San Diego and Tijuana, the San Ysidro LPOE supports 24 northbound vehicle lanes into the United States and six southbound lanes into Mexico. Every day, this land port serves over 50,000 northbound vehicles and 25,000 northbound pedestrians. GSA maintains border crossing services, as well as increasing efficiency, security, and safety for federal agencies and the traveling public. Looking to the future, the San Ysidro LPOE is undergoing a major expansion that will include a new northbound inspection facility, primary vehicle inspection booths, secondary inspection area, administration space, and a pedestrian processing facility. A new southbound inspection facility will also be developed, and Interstate 5 will be shifted to the west to align with Mexico's planned use of a reconstructed entry facility at the vacant Virginia Avenue/El Chaparral commercial facility.
Metropolitan Transit System (MTS)	Transportation Agency	9	The Metropolitan Transit Development Board (MTDB) was created in 1975 by the passage of California Senate Bill 101 and came into existence on January 1, 1976. In 2005, MTDB changed its name to the Metropolitan Transit System (MTS). MTS licenses and regulates taxicabs, jitneys, and other private for-hire passenger transportation services by contract with the cities of San Diego, El Cajon, Imperial Beach, La Mesa, Lemon Grove, Poway, and Santee. MTS provides bus and rail services directly or by contract with public or private operators. MTS determines the routing, stops, frequency of service, and hours of

			operation for its existing services. MTS does a significant amount of their vehicles maintenance.
North County Transit District (NCTD)	Transportation Agency	9	North county Transit district (NCTD) owns and operates the Sprinter Rail located along 22 miles of the rail corridor (see attached file) and adjacent staging areas within the Cities of Oceanside, Vista, San Marcos and Escondido and within the County of San Diego. The project's total disturbed acreage is approximately 280 acres. Storm water runoff from the project discharges directly into Waters of the State, the Municipal Separate Storm Sewer System (MS4) and, ultimately discharging to Loma Alta Creek, Buena Vista Creek, Buena Creek, San Marcos Creek, Escondido Creek and unmanned tributaries. Beginning October 2007, during construction, the San Diego Water Board had identified significant violations of the Stormwater Permit (99-08-DWQ). NCTD threatens to continue to discharge waste (e.g. sediment and sediment-laden water) in violation of the Basin Plan Prohibitions.

EXHIBIT B
RIVER ISLANDS PROPERTY

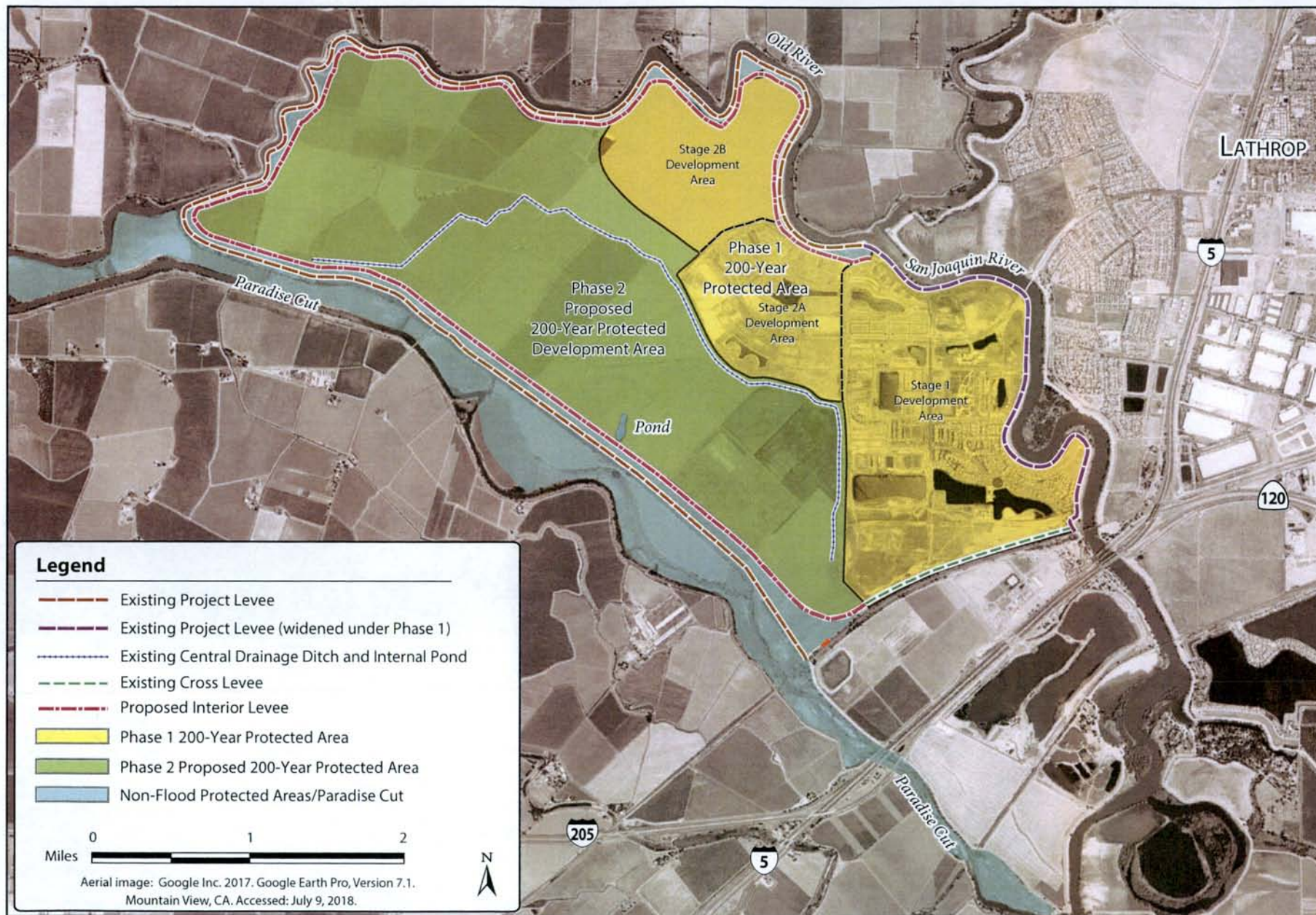


EXHIBIT B
River Islands Project Area

ITEM 4.12

CITY MANAGER'S REPORT SEPTEMBER 9, 2019 CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 24 LOTS IN TRACT 3990 VILLAGE "U" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 3990 Village "U" within the Lakeside East District, Totaling 24 Single-Family Lots, Subdivision Improvement Agreement with River Islands Development, LLC

SUMMARY:

On June 1, 2015, the City approved an amendment to Vesting Tentative Map Tract 3694 (VTM 3694), Phase 1 of River Islands at Lathrop that revised conditions of approval for new development within Phase 1. On August 25, 2016, the City Community Development Department approved a Finding of Substantial Conformance for VTM 3694 for the Stage 2A sub-planning area. This action allowed minor changes in the land use pattern for VTM 3694 at the request of River Islands Development, LLC (RID). On July 18, 2018, the Lathrop Planning Commission approved a Neighborhood Design Plan and Architectural Guidelines, and Design Standards (AG/DS) for the Lakeside East District (also known as "Stage 2A") within Phase 1.

This proposed Final Map Tract 3990 for Van Daele Homes (Builder) will be the second tract map within the Village "U" area. The Builder is proposing twenty-four (24) 42' x 100' single-family lots. A Vicinity Map is included as Attachment B.

Staff recommends that the City Council approve the proposed final map for Tract 3990 Village "U" within the Lakeside East District, Totaling 24 Single-Family Lots, Subdivision Improvement Agreement with River Islands Development, LLC.

BACKGROUND:

On March 27, 2007, the City Council approved VTM 3694 and amended VTM 3694 on June 1, 2015, with updated conditions of approval. Tract 3990 as proposed by RID, as the subdivider, complies with the most current conditions of approval.

The land for Tract 3990 is within the geographic boundaries of VTM 3694 (Phase 1) first approved by Council on March 27, 2007, and amended on June 1, 2015, with updated conditions of approval.

SEPTEMBER 9, 2019, CITY COUNCIL REGULAR MEETING FINAL MAP FOR TRACT 3990 VILLAGE "U" TOTALING 24 SINGLE-FAMILY LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC

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

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

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

As required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee certain off-site and on-site improvements. As a result, the SIA for Tract 3990 (Attachment C) includes a set-aside letter to guarantee the unfinished improvements within Village U (Tracts 3989 and 3990).

Although the total cost of the improvements (Imp) is \$2,558,369 (\$2,462,675 street improvements plus \$95,694 landscaping), a larger percentage of these improvements have already been constructed and do not therefore need to be guaranteed. As a result, a set-aside letter (Exhibit "F" to Attachment C) to guarantee Performance and Labor & Materials has been posted (total guarantee \$212,360) for Village "U" (includes Tracts 3989 and 3990) in the amount of:

Unfinished Improvement Total \$22,300 (Imp) + \$95,694 (landscape) = \$117,994
\$117,994 x 120% = \$141,590 (Performance)
\$141,590 x 50% = \$70,770 (Labor & Materials)
Total \$212,360

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 3990 will not trigger any additional off-site improvements and the Off-site Agreement will apply to Tract 3989 as it has to all previous final maps in River Islands with no additional security required for off-site improvements.

SEPTEMBER 9, 2019, CITY COUNCIL REGULAR MEETING FINAL MAP FOR TRACT 3990 VILLAGE "U" TOTALING 24 SINGLE-FAMILY LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC

Acceptance of all public improvements will be processed by staff at a later date when the unfinished improvements are complete. At that time, RID will be required to post one (1) year maintenance bonds as a warranty for the completed infrastructure.

Finally, before the Final Map Tract 3990 is recorded, RID must also satisfy the Escrow Instructions (Attachment D) that guarantee all fees required in the Sierra Club Agreement are paid.

REASON FOR RECOMMENDATION:

The applicant has completed nearly all of street and utility improvements within Village "U" with some minor improvements left remaining. RID has posted security with the City for the unfinished improvements as required by the SIA. RID shall also provide a 10% maintenance bond to guarantee the full improvements (completed and uncompleted) for one year once the striping is completed. Prior to acceptance of these improvements, RID has provided the tract map, the tract improvement plans, all required documents and all fees for Tract 3990.

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

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – provided by Letter of Guarantee by Substitution of Security "Set-Aside Letter," dated September 9, 2019	Completed
4. Labor and Materials Security – provided by Letter of Guarantee by Substitution of Security "Set-Aside Letter," dated September 9, 2019	Completed
5. Street Improvement, Landscape Plans	Completed
6. Street Light, Joint Trench Plans	Completed
7. Geotechnical Report	Completed
8. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
9. Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency maintenance	Completed
10. Allocation of Water and Sewer capacity	Completed
11. Recommendation for approval from Stewart Tract Design Review Committee	Completed

SEPTEMBER 9, 2019, CITY COUNCIL REGULAR MEETING FINAL MAP FOR TRACT 3990 VILLAGE "U" TOTALING 24 SINGLE-FAMILY LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC

12. Submitted Certificate of Insurance, Tax Letter	Completed
13. Submitted Preliminary Guarantee of Title	Completed
14. Escrow Instructions	Completed
15. Lathrop Community Facilities District (CFD's) Annexed with FM 3989 on 11/2/18	Annexed with FM 3989 on 11/2/18
Fees	Status
1. Final Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid
3. Sierra Club Settlement fee	To be paid in escrow

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

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

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

BUDGET IMPACT:

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

CITY MANAGER'S REPORT
SEPTEMBER 9, 2019, CITY COUNCIL REGULAR MEETING FINAL MAP FOR
TRACT 3990 VILLAGE "U" TOTALING 24 SINGLE-FAMILY LOTS AND A SIA
WITH RIVER ISLANDS DEVELOPMENT, LLC

PAGE 5

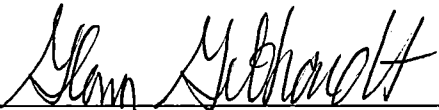
- A. Resolution Approving Final Map for Tract 3989 Village "U" within the Lakeside East District, Totaling 24 Single-Family Lots, Subdivision Improvement Agreement with River Islands Development, LLC
- B. Village "U" Vicinity Map
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development, LLC, a California limited liability company, for Tract 3990, Village "U"
- D. Escrow Instructions for Final Map Tract 3990 Village "U"

CITY MANAGER'S REPORT

PAGE 6

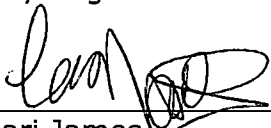
SEPTEMBER 9, 2019, CITY COUNCIL REGULAR MEETING FINAL MAP FOR TRACT 3990 VILLAGE "U" TOTALING 24 SINGLE-FAMILY LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC

APPROVALS



Glenn Gebhardt
City Engineer

8/26/19
Date



Cari James
Finance & Administrative Services Director

8/23/19
Date



Salvador Navarrete
City Attorney

8-22-19
Date



Stephen J. Salvatore
City Manager

8.27.19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 3990 VILLAGE "U" WITHIN THE LAKESIDE EAST DISTRICT, TOTALING 24 SINGLE-FAMILY LOTS, SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS

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

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

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

WHEREAS, Tract 3990, the proposed subdivision, is part of the Lakeside East District of River Islands as described in the UDC, consisting of 24 lots covered by VTM 3694, located on the west side of the San Joaquin River, north of Union Pacific Railroad; and

WHEREAS, in its review of the Tract 3990, the Stewart Tract Design Review Committee recommended approval of Village U including Tract 3990 on August 24, 2018; and

WHEREAS, River Islands Development, LLC (RID), has completed or has guaranteed completion of all public improvements on Tract Map 3990, as identified on the approved improvement plans, and has completed or guaranteed completion of all required documents and payment of all fees; and

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

WHEREAS, 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 improvement; and

WHEREAS, as a result, the SIA for Tract 3990 (Attachment C) includes a set-aside letter to guarantee the unfinished improvements within Village U (Tracts 3989 and 3990), for \$212,360; and

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

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

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

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

WHEREAS, the City Engineer has confirmed that the Final Map for Tract 3990 is substantially the same as it appeared on VTM 3694, is technically correct, and complies with the requirements of the Subdivision Map Act and Lathrop Municipal Code, Chapter 16.16; and

WHEREAS, access to Village U, Tract 3989 and Tract 3990 will be from River Islands Parkway and from Marina Drive and an Irrevocable Offer of Dedication for Marina Drive from Dell'Osso Drive to Oberlin Drive has already been recorded with the final map for Tract 3989; and

WHEREAS, RID has opened escrow to sell 24 resident lots and is required by the escrow instructions to fund to Sierra Club Agreement; 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 the Final Map for Tract 3990 Village "U" is hereby approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, 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 September 9, 2019 staff report.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 9th day of September 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

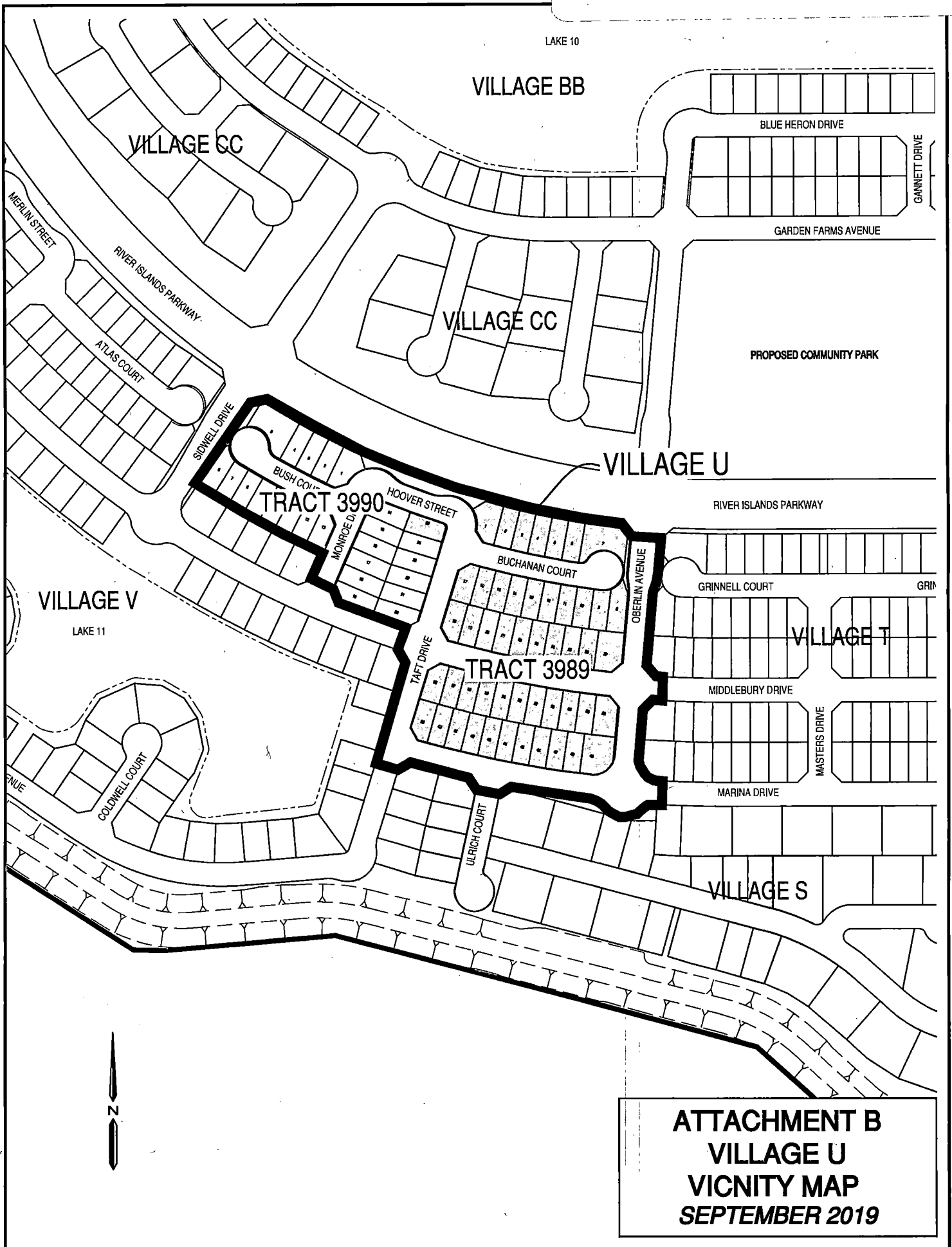
ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



CITY OF LATHROP**SUBDIVISION IMPROVEMENT AGREEMENT****River Islands (Lakeside East District) - Tract 3990, Village "U"****River Islands Development, LLC, a California limited liability company**

RECITALS

A. This Agreement is made and entered into this **9th day of September 2019**, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and River Islands Development, LLC, a California limited liability company (hereinafter "SUBDIVIDER").

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

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

D. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 3989 and Tract 3990. However, SUBDIVIDER has nearly completed all of the of public infrastructure improvements associated with Tracts 3989 and 3990 (Village "U") located within the Lakeside East District of River Islands Phase 1, which also includes major streets necessary to access the site. The unfinished portion of improvements, including landscape, as identified in Exhibit "G" by SUBDIVIDER, totaled \$117,994 and both performance and labor and materials security (bonds) were required by the Lathrop Subdivision Ordinance and the Subdivision Map Act. As a result, River Islands Public Financing Authority ("RIPFA") has guaranteed these improvements by posting a set-aside letter in the amount of \$212,360. The set-aside letter dated, September 9th, 2109, shall remain in full force and effect until all public improvements associated with Village "U" are completed, inspected and accepted by CITY. Detailed security amounts listed below;

Unfinished Improvement Total: \$22,300 (Imp) + \$95,694 (landscape) = \$117,994
 \$117,994 x 120% = \$141,590 (Performance)
 \$141,590 x 50% = \$70,770 (Labor & Materials)
 Total guarantee \$212,360

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

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

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Lakeside East neighborhood, to the limits identified on Exhibit A including the public landscaping, streetlight, and joint trench improvements.

All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above-referenced improvement plans and specifications, the improvement standards and specifications of CITY's Department of Public Works, the applicable Ordinances of the City of Lathrop, and the California Subdivision Map Act.

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the last home constructed in Tract 3989 that is conveyed to a private interest not associated with the transfer of title of Tract 3990 associated with the filing of Tract 3990 (homebuilder) or prior to the completion and occupancy of the last production dwelling unit associated with Tract 3990, or December 1, 2020, whichever comes first. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.

3. CITY, or its agent(s), shall at any time during the progress of the Improvements have free access thereto and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.

4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.

5. CITY's acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.

6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY's acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Maintenance Bond in the amount of \$162,900, equal to 10% of the estimated cost of the Improvements for the Village "U" entire area (\$1,629,000) as included in the Engineer's estimate attached to this Agreement as Exhibit F, to insure SUBDIVIDER's repair and maintenance of the Improvements in accordance with the terms of this Agreement. The Maintenance Bond shall be released at the end of the one-year guarantee period provided no claims against it are then outstanding.

7. Because some of the backbone improvements referenced in Recitals B and C are required to provide access and to Tract 3990 and are associated with adjacent tracts as otherwise described in this Agreement, as well as the "Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements ("2013 Agreement"), approved by CITY on September 30, 2013, the security required by the 2013 Agreement shall remain in place for the following:

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

8. If SUBDIVIDER, in whole or in part, abandons the Improvements, unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair, replace, or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY. Once action is taken by CITY to complete, repair, replace, and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by CITY in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney's fees, costs of suit, and all other expenses of litigation incurred by CITY in connection therewith.

9. Because the Improvements are not entirely complete, CITY shall maintain posted Performance or Labor & Materials bonds guaranteeing the unfinished improvements associated with Tract 3989 and Tract 3990 as included and described in Exhibit E of this Agreement. Further, SUBDIVIDER shall also comply with CITY's insurance requirements set forth on Exhibit C attached hereto and incorporated herein.

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

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

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

13. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents, and employees (collectively "Indemnitees") harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER's contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER's contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit, or legal proceedings resulting from or alleged to have resulted from SUBDIVIDER's performance or non-performance of its duties and obligations under this Agreement or from the negligent act or omission of itself, its agents, contractors, representatives, servants, or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied, or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not and shall not waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied, or approved of plans and/or specifications for the subdivision.

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

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

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

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

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

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

20. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 3989 and Tract 3990.

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

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

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

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

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

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

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

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

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

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

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

EXHIBITS:

EXHIBIT A FINAL MAP - TRACT 3990

EXHIBIT B TRACT 3990 AND VILLAGE "U" AREA

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: COHEN/PARADISE/STEWART REHABILITATION MAP

EXHIBIT E: RIPFA LETTER OF GUARANTEE - INTERIM PUBLIC ACCESS WITHIN THE STAGE 2A DEVELOPMENT AREA DATED, MAY 4, 2017

EXHIBIT F: RIPFA LETTER OF GUARANTEE - RIVER ISLANDS PARKWAY WITHIN THE STAGE 2A DEVELOPMENT AREA DATED, JUNE 26, 2018

EXHIBIT G: UNFINISHED ENGINEER ESTIMATE OF IMPROVEMENTS FOR VILLAGE U (TRACT 3990 & 3989)

EXHIBIT H: SET-ASIDE LETTER- LETTER OF GUARANTEE - VILLAGE U (TRACTS 3989 AND 3990) - RIVER ISLANDS AT LATHROP STAGE 2A DATED, SEPTEMBER 9, 2019

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9th day of September 2019, at Lathrop, California.

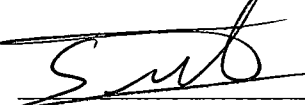
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

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

BY: _____
Teresa Vargas Date
City Clerk

BY: _____
Stephen J. Salvatore Date
City Manager

APPROVED AS TO FORM

BY:  8-26-19
Salvador Navarrete Date
City Attorney

River Islands Development, LLC
a California limited liability company

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

EXHIBIT A

FINAL MAP - TRACT 3990

TRACT 3990
RIVER ISLANDS - STAGE 2A
VILLAGE U

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 3 OF TRACT 3989 (43 M&P 54),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2019



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 3990, RIVER ISLANDS, STAGE 2A, VILLAGE U", 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 TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, POLES, WIRES, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT).

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

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ADJUTERS RIGHT OF ACCESS TO LOTS 1, 13, 14, 19 AND 20, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL // as shown on this final map.

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

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

DATED THIS ____ DAY OF _____, 20____

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-160866, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY: _____
NAME: _____
ITS: _____

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO TENTATIVE MAP NO. 3594 APPROVED BY THE PLANNING COMMISSION.

DATED THIS ____ DAY OF _____, 20____

MARK WEISSNER, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

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 _____, 20____ BEFORE ME, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/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

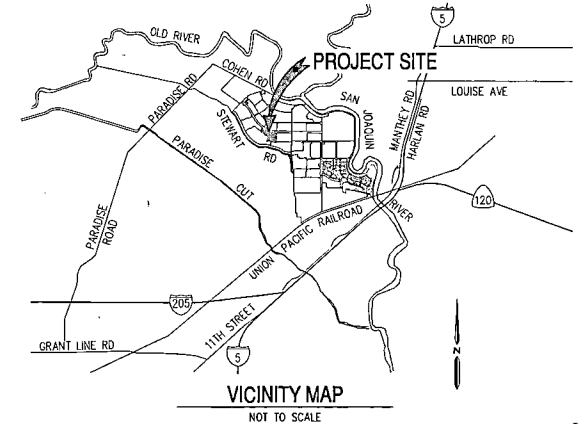
STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN }

ON _____, 20____ BEFORE ME, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

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



CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 3990, RIVER ISLANDS, STAGE 2A, VILLAGE U", CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE ____ DAY OF _____, 20____, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____, 20____, ONLY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDATION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, WALL EASEMENTS, AND THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 1, 13, 14, 19 AND 20 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL //.

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF APPLICABLE, HAVE BEEN APPROVED BY THE CITY COUNCIL OF LATHROP AND FILED IN MY OFFICE.

TERESA VARGAS
CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

RECORDER'S STATEMENT

FILED THIS ____ DAY OF _____, 20____, AT _____, M.
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FEE: \$ _____

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

BY: _____
ASSISTANT/DEPUTY RECORDER

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

TRACT 3990 RIVER ISLANDS - STAGE 2A VILLAGE U

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 3 OF TRACT 3989 (43 M&P 54),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2019



NOTES

- RIGHT TO FARM STATEMENT:
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPREDATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
- A SOILS REPORT ENTITLED "GEOTECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA", REFERENCED AS PROJECT NO. 5044.5.001.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENCO, INCORPORATED, JOSEF J. TOOTLE, C.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
- TRACT 3990, RIVER ISLANDS, STAGE 2A, VILLAGE U, CONTAINS 24 RESIDENTIAL LOTS, CONTAINING 2.707 ACRES, MORE OR LESS, AS SHOWN ON THIS FINAL MAP

TRACT 3990 AREA SUMMARY	
LOTS 1 THROUGH 24	2.707 AC±
TOTAL	2.707 AC±

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1614021391-KB (VERSION 1), DATED JUNE 27, 2019, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

REFERENCES

- RECORD OF SURVEY FILED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS, PAGE 142, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JULY 15, 2005 AS DOCUMENT NUMBER 2005-171264, S.J.C.R. (35 SURVEYS 142)
- TRACT 3908, RIVER ISLANDS, STAGE 2A LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 52, S.J.C.R. (43 M&P 52)
- TRACT 3989, RIVER ISLANDS, STAGE 2A, VILLAGE U, FILED NOVEMBER 2, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 54, S.J.C.R. (43 M&P 54)
- TRACT 3994, RIVER ISLANDS, STAGE 2A, VILLAGE T, FILED DECEMBER 13, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 60, S.J.C.R. (43 M&P 60)
- TRACT 3991, RIVER ISLANDS, STAGE 2A, VILLAGE V, FILED DECEMBER 21, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 66, S.J.C.R. (43 M&P 66)

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 IN FAVOR OF THE CITY OF LATHROP PER TRACT 3989, RIVER ISLANDS, STAGE 2A, VILLAGE U, FILED NOVEMBER 2, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 54, S.J.C.R.

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 3990, RIVER ISLANDS, STAGE 2A, VILLAGE U", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP NO. 3694, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 20____

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



CITY SURVEYOR'S STATEMENT

I, LAWRENCE GOSSETT, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3990, RIVER ISLANDS, STAGE 2A, VILLAGE U", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 20____

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 JUNE 25, 2018. I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 20____

DYLAN CRAWFORD, P.L.S. NO 7788



TRACT 3990 RIVER ISLANDS - STAGE 2A VILLAGE U

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 3 OF TRACT 3989 (43 M&P 54),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2019

O'DELL
ENGINEERING

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

BOUNDARY SHEET

THIS SHEET SHOWS THE BOUNDARY CONTROL.
REFER TO THE SHEETS AS SHOWN FOR
ADDITIONAL BOUNDARY INFORMATION

LEGEND (SHEETS 3 AND 4)

- ⊗ MONUMENT PER (R2)
- ⊙ MONUMENT PER (R5)
- 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R3) AND (R5), RESPECTIVELY, UNLESS OTHERWISE NOTED
- ⊙ MONUMENT PER (R3)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R3)
- △ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R5)
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- - - EASEMENT LINE
- CENTERLINE
- 200.00' (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-M) MONUMENT TO MONUMENT
- (M-CL INTX) MONUMENT TO CENTERLINE INTERSECTION
- (R) RADIAL BEARING
- RIPFA RIVER ISLANDS PUBLIC FINANCING AUTHORITY
- (T) TOTAL
- (B) BOUNDARY
- DN DOCUMENT NUMBER
- L1/C1/R1 LINE, CURVE, AND RADIAL LINE NUMBER - REFER TO SHEET 4 FOR LINE, CURVE, AND RADIAL LINE TABLES
- ① EASEMENT REFERENCE NUMBER - SEE THIS SHEET
- ① DENOTES 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET PER (R3)
- ② DENOTES 5/8" REBAR WITH CAP "PLS 7788" PER (R3)
- ③ DENOTES 5/8" REBAR WITH CAP "PLS 7788" PER (R5)
- ④ DENOTES 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET PER (R5)

NOTES

- SEE SHEET 2 FOR MAP AND EASEMENT REFERENCES AND ADDITIONAL NOTES.
- SEE SHEET 4 FOR THE LINE AND CURVE TABLES FOR SHEETS 3 AND 4 ONLY.
- REFER TO SHEETS AS SHOWN FOR BOUNDARY CONTROL AND ADDITIONAL TIES TO MONUMENTS.

BASIS OF BEARINGS

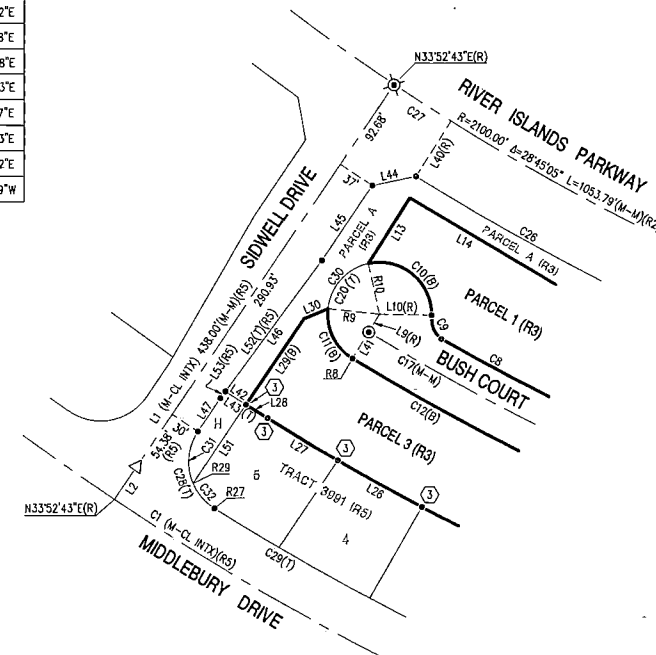
THE BEARING OF NORTH 17°08'52" EAST BETWEEN FOUND MONUMENTS ALONG TAFT DRIVE AS SHOWN ON TRACT 3989, RIVER ISLANDS, STAGE 2A, VILLAGE U FINAL MAP, FILED NOVEMBER 2, 2018, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 54, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

EASEMENT

- PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER TRACT 3989, RIVER ISLANDS, STAGE 2A, VILLAGE U, FILED NOVEMBER 2, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 54, S.J.C.R.

TRACT 3990 RIVER ISLANDS - STAGE 2A VILLAGE U

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 3 OF TRACT 3989 (43 M&P 54),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2019



DETAIL A
NOT TO SCALE
(FROM SHEET 3)

LINE TABLES FOR COURSES SHOWN ON SHEETS 3 AND 4 ONLY

LINE TABLE			LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	N33°52'43"E	468.00'	L21	N20°35'02"W	34.94'	L41	N31°26'49"E	30.00'
L2	N33°52'43"E	30.00'	L22	N23°44'56"E	76.46'	L42	N56°07'17"W	8.66'
L3	N23°44'56"E	262.00'	L23	N64°39'51"W	75.00'	L43	N56°07'17"W	13.47'
L4	N23°44'56"E	78.00'	L24	N63°01'06"W	65.00'	L44	N78°11'24"E	42.93'
L5	N17°08'52"E	78.00'	L25	N61°29'24"W	65.00'	L45	N33°52'43"E	87.01'
L6	N17°08'52"E	262.00'	L26	N59°57'43"W	65.00'	L46	N36°18'29"E	157.05'
L7	N17°08'52"E	261.00'	L27	N58°10'28"W	87.03'	L47	N33°52'43"E	38.92'
L8	N17°08'52"E	315.56'	L28	N56°07'17"W	4.81'	L48	N69°22'34"E	37.14'
L9	N31°26'49"E	20.00'	L29	N33°52'43"E	108.50'	L49	N23°44'56"E	74.58'
L10	N89°00'00"W	50.00'	L30	N67°04'15"E	25.05'	L50	N23°44'56"E	151.04'
L11	N5°07'38"E	30.00'	L31	N23°44'56"E	242.79'	L51	N33°52'43"E	76.55'
L12	N5°07'38"E	468.00'	L32	N20°26'48"E	51.00'	L52	N36°18'29"E	165.15'
L13	N32°04'25"E	74.83'	L33	N72°51'08"W	102.87'	L53	N36°18'29"E	8.10'
L14	N59°17'53"W	110.01'	L34	N17°08'52"E	207.22'			
L15	N61°06'51"W	42.00'	L35	N52°46'29"E	35.74'			
L16	N62°15'14"W	42.00'	L36	N21°52'42"W	35.74'			
L17	N63°19'37"W	42.00'	L37	N17°08'52"E	242.79'			
L18	N64°29'57"W	47.00'	L38	N5°07'38"E	261.00'			
L19	N17°30'22"W	37.70'	L39	N17°08'52"E	35.56'			
L20	N71°53'54"E	34.46'	L40	N32°06'14"E	63.05'			

CURVE TABLES FOR COURSES SHOWN ON SHEETS 3 AND 4 ONLY

CURVE TABLE				CURVE TABLE				CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH	CURVE #	RADIUS	DELTA	LENGTH	CURVE #	RADIUS	DELTA	LENGTH
C1	2568.00	10°07'47"	454.01'	C16	2258.00	2°14'31"	88.35'	C31	53.00	33°52'54"	31.34'
C2	2568.00	6°36'04"	295.86'	C17	2306.00	7°41'53"	309.83'	C32	53.00	58°01'56"	53.68'
C3	2568.00	12°01'14"	538.76'	C18	2228.00	6°36'04"	256.69'				
C4	2829.00	5°22'44"	257.36'	C19	2306.00	9°35'19"	385.92'				
C5	2829.00	6°48'30"	336.16'	C20	50.00	2°39'33"11"	209.05'				
C6	2568.00	14°33'11"	652.27'	C21	73.00	10°06'14"	136.46'				
C7	73.00	44°10'08"	56.28'	C22	87.00	24°05'56"	35.59'				
C8	2276.00	4°14'17"	168.35'	C23	2228.00	2°25'09"	94.07'				
C9	29.00	61°17'24"	31.02'	C24	2258.00	2°14'19"	88.22'				
C10	50.00	103°21'39"	90.20'	C25	12.00	88°56'23"	18.63'				
C11	50.00	64°46'35"	56.53'	C26	2163.00	2°51'33"	952.32'				
C12	2336.00	6°21'48"	259.44'	C27	2100.00	1°46'29"	65.05'				
C13	2258.00	4°28'50"	176.58'	C28	53.00	91°54'50"	85.02'				
C14	2538.00	4°05'34"	181.30'	C29	2538.00	6°56'21"	307.38'				
C15	12.00	88°56'23"	18.63'	C30	50.00	71°24'57"	62.32'				

NOTES

1. SEE SHEET 2 FOR MAP AND EASEMENT REFERENCES AND ADDITIONAL NOTES.
2. SEE SHEET 3 FOR THE LEGEND.

TRACT 3990 RIVER ISLANDS - STAGE 2A VILLAGE U

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 3 OF TRACT 3989 (43 MAP 54),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2019

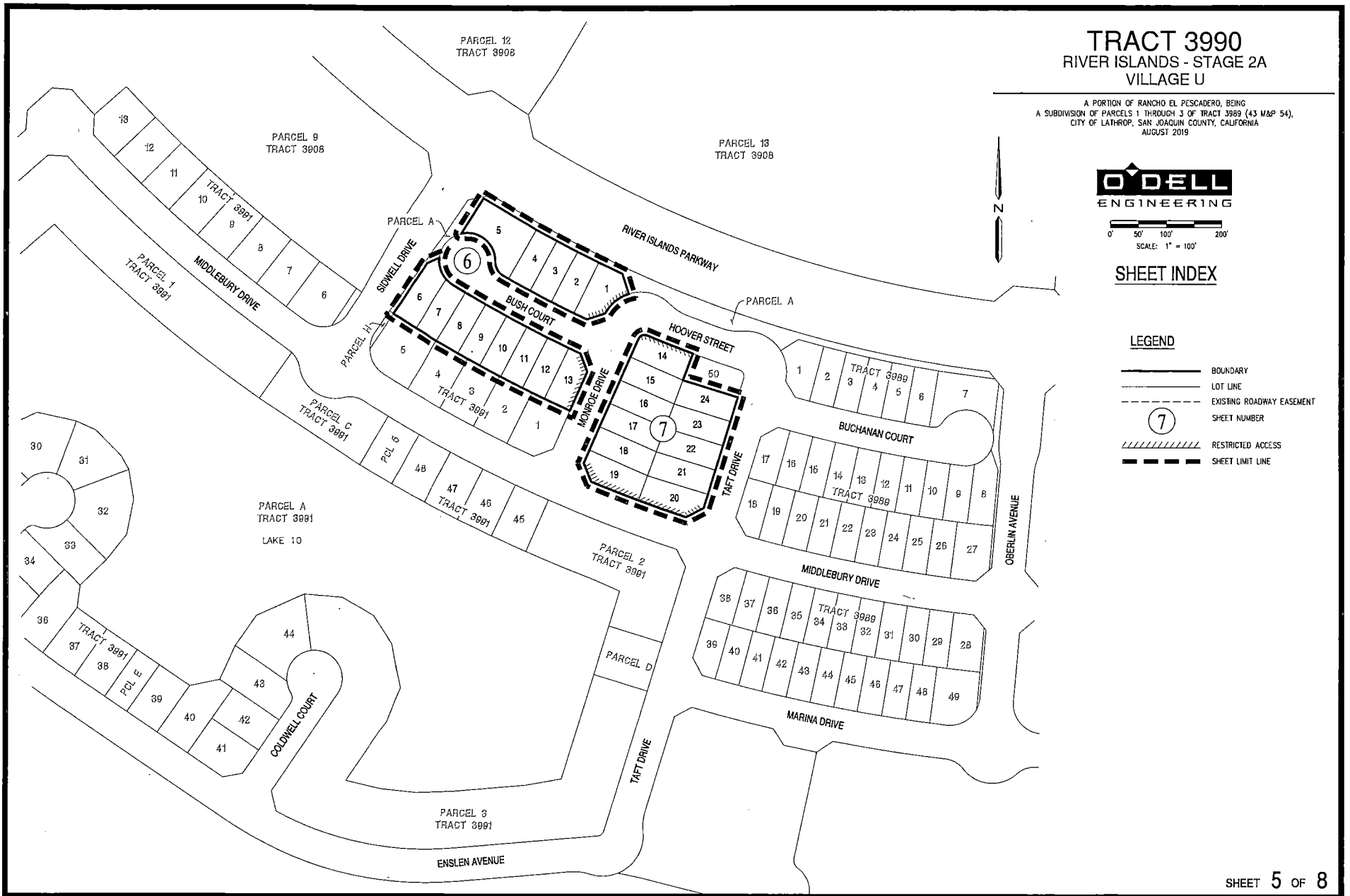
O'DELL
ENGINEERING

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

SHEET INDEX

LEGEND

- BOUNDARY
- LOT LINE
- - - - EXISTING ROADWAY EASEMENT
- ⑦ SHEET NUMBER
- //// RESTRICTED ACCESS
- SHEET LIMIT LINE



TRACT 3990 RIVER ISLANDS - STAGE 2A VILLAGE U

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 3 OF TRACT 3888 (43 M&P 54),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2019

O'DELL
ENGINEERING

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

LEGEND

- ⊙ MONUMENT PER (R5)
- ⊙ MONUMENT PER (R3)
- ⊙ MONUMENT PER (R2)
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- △ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R5)
- 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R3) AND (R5),
RESPECTIVELY, UNLESS OTHERWISE NOTED
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (T) TOTAL
- (B) BOUNDARY
- P.U.E. PUBLIC UTILITY EASEMENT
- W.E. WALL EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- - - EASEMENT LINE
- - - CENTERLINE
- /// RESTRICTED ACCESS
- ① EASEMENT REFERENCE NUMBER - SEE SHEET 3
- ① DENOTES 1.17" BRASS DISK STAMPED "PLS 7788" ON
1 FOOT OFFSET PER (R3)
- ② DENOTES 5/8" REBAR WITH CAP "PLS 7788" PER (R3)
- ③ DENOTES 5/8" REBAR WITH CAP "PLS 7788" PER (R5)
- ④ DENOTES 1.17" BRASS DISK STAMPED "PLS 7788" ON
1 FOOT OFFSET PER (R5)

NOTES

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

SHEET 6 OF 8

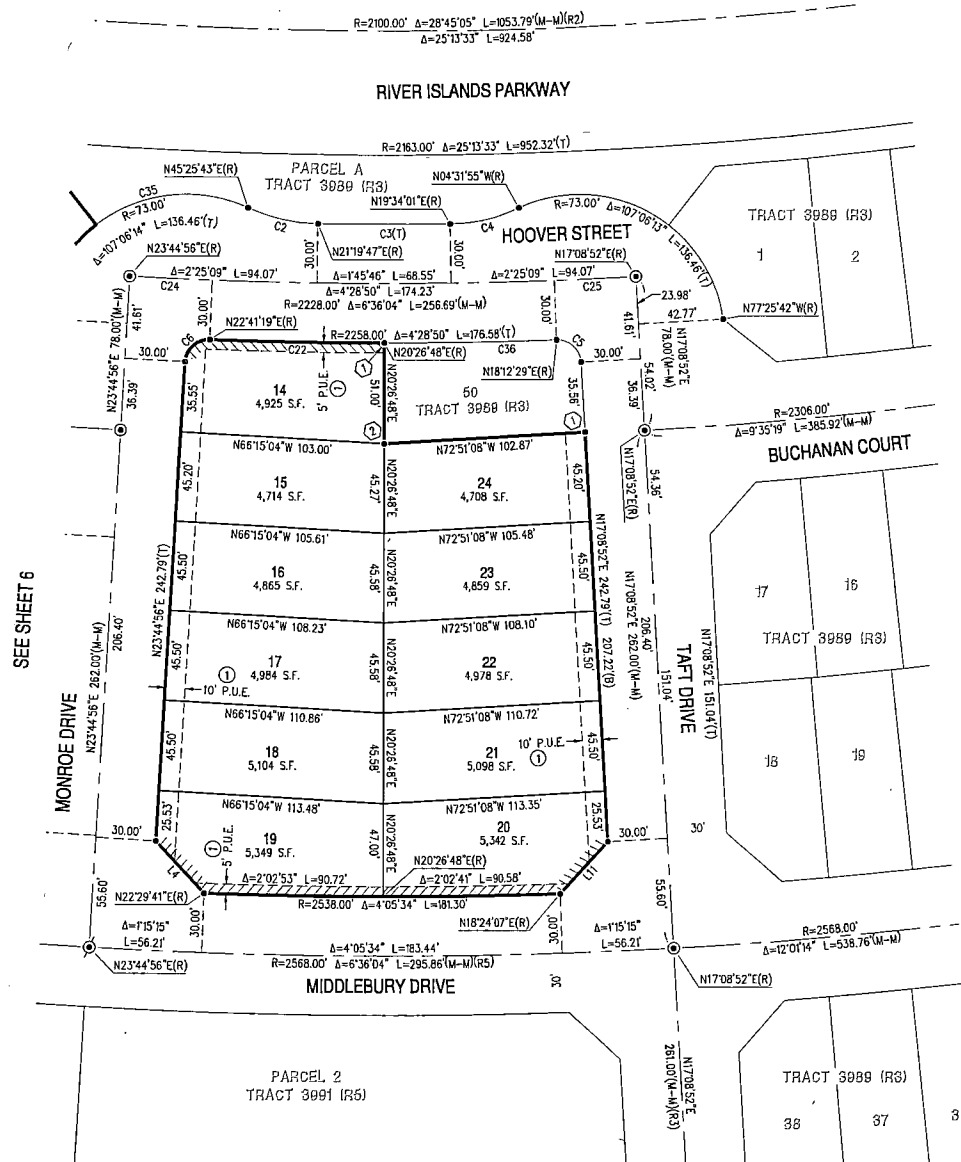


TRACT 3990 RIVER ISLANDS - STAGE 2A VILLAGE U

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 3 OF TRACT 3989 (43 MAP 54),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2019

O'DELL
ENGINEERING

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



LEGEND

- ⊙ MONUMENT PER (R5)
- ⊙ MONUMENT PER (R3)
- ⊙ MONUMENT PER (R2)
- △ SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- △ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R5)
- 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R3) AND (R5),
RESPECTIVELY, UNLESS OTHERWISE NOTED
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (T) TOTAL
- (B) BOUNDARY
- P.U.E. PUBLIC UTILITY EASEMENT
- W.E. WALL EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- CENTERLINE
- ////// RESTRICTED ACCESS
- ① EASEMENT REFERENCE NUMBER - SEE SHEET 3
DENOTES 1.17" BRASS DISK STAMPED "PLS 7788" ON
1 FOOT OFFSET PER (R3)
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1 FOOT OFFSET PER (R5)

NOTES

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4. SEE SHEET 3 FOR BASIS OF BEARINGS.
5. SEE SHEET 8 FOR LINE AND CURVE TABLES.

SHEET 7 OF 8

TRACT 3990 RIVER ISLANDS - STAGE 2A VILLAGE U

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 3 OF TRACT 3989 (43 MAP 54),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2019



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 6 THROUGH 8 ONLY

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N56°07'17"W	8.66'
L2	N78°11'24"E	42.93'
L3	N32°04'25"E	74.83'
L4	N21°52'42"W	35.74'
L5	N20°35'02"W	34.94'
L6	N71°53'54"E	34.46'
L7	N17°30'22"W	37.70'
L8	N56°07'17"W	13.47'
L9	N33°52'43"E	38.92'
L10	N36°18'29"E	8.10'
L11	N62°46'29"E	35.74'
L12	N56°07'17"W	4.81'
L13	N67°04'15"E	25.05'
L14	N69°22'34"E	37.14'
L15	N31°26'49"E	20.00'
L16	N29°22'10"E	27.07'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	29.00	61°17'24"	31.02'
C2	87.00	24°05'56"	36.59'
C3	2198.00	1°45'46"	67.62'
C4	87.00	24°05'56"	36.59'
C5	12.00	88°56'23"	18.63'
C6	12.00	88°56'23"	18.63'
C7	2276.00	0°16'15"	10.76'
C8	2276.00	1°06'24"	43.96'
C9	2276.00	1°04'48"	42.90'
C10	2276.00	1°07'58"	45.00'
C11	2276.00	0°38'52"	25.73'
C12	73.00	44°10'09"	56.28'
C13	50.00	47°09'23"	41.15'
C14	50.00	17°37'12"	15.38'
C15	2336.00	0°39'31"	26.85'
C16	2336.00	1°01'49"	42.01'
C17	2336.00	1°03'17"	43.00'
C18	2336.00	1°00'20"	41.00'
C19	2336.00	1°01'49"	42.01'
C20	2336.00	1°01'48"	41.99'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C21	2336.00	0°33'14"	22.58'
C22	2258.00	2°14'31"	88.35'
C23	2306.00	1°20'05"	53.72'
C24	2228.00	1°03'37"	41.23'
C25	2228.00	1°03'37"	41.23'
C26	50.00	64°46'35"	56.53'
C27	53.00	58°01'56"	53.68'
C28	2538.00	1°09'45"	51.49'
C29	2538.00	1°31'41"	67.69'
C30	2538.00	1°31'42"	67.70'
C31	2538.00	1°31'42"	67.70'
C32	2538.00	1°11'31"	52.80'
C33	53.00	91°54'50"	85.02'
C34	53.00	33°52'54"	31.34'
C35	73.00	62°56'05"	80.18'
C36	2258.00	2°14'19"	88.22'

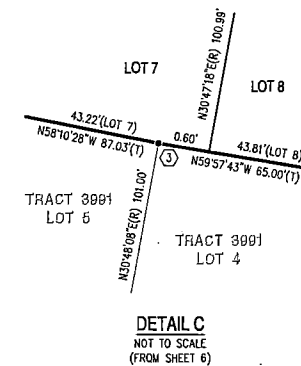
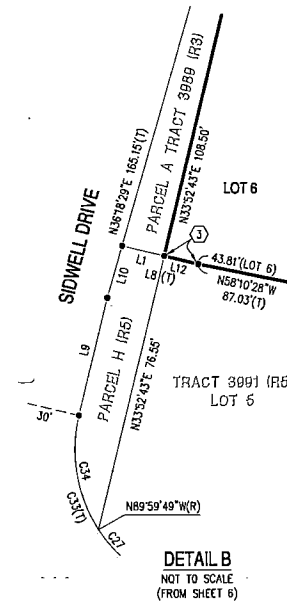


EXHIBIT B
VILLAGE U AREA

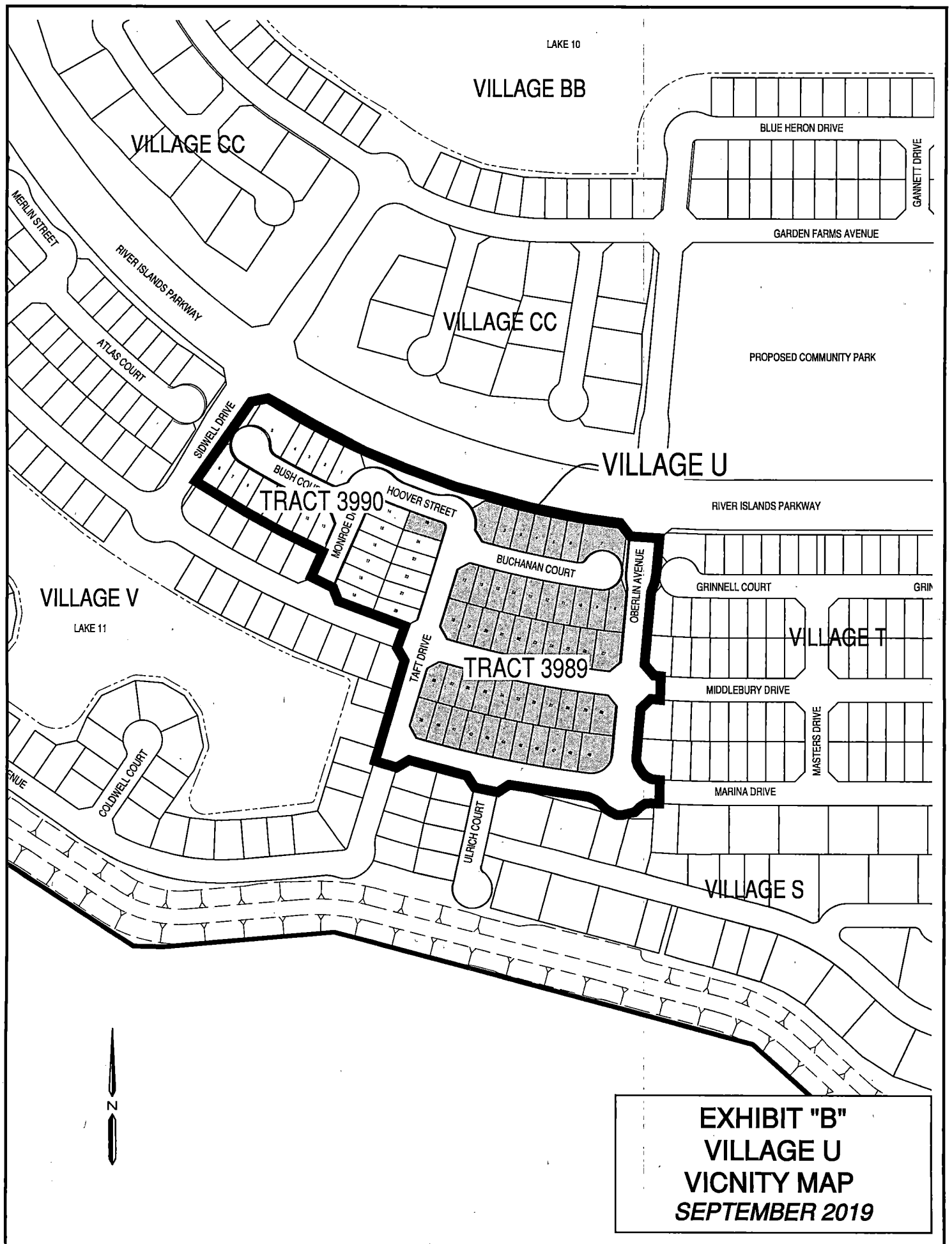


EXHIBIT C

CITY INSURANCE REQUIREMENTS

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

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

- a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.
- b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.
- c. Include a statement that, "the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.
- d. The policy must contain a cross liability or severability of interest clause.
- e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
08/22/2019

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

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

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

COVERAGES**CERTIFICATE NUMBER:** W12372428**REVISION NUMBER:**

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

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

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

RE: River Islands - Stage 2a, Tract 3990, Village U

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

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

CERTIFICATE HOLDER**CANCELLATION**

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

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 18421786

BATCH: 1338612

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

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

ADDITIONAL REMARKS

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

officers, employees, and agents.

Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the Named Insured by this policy and shall not contribute to any loss as respects the insured's operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY

USIC VEN 016 11 10 07

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

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

This endorsement modifies insurance provided under the following:

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

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

Section IV: Commercial General Liability Conditions

4. Other Insurance:

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

The Third Party to whom this endorsement applies is:

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

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

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

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

USIC VEN 078 03 11 07

Named Insured: River Islands Development, LLC

Policy Number: ATN-SF1811644P

THIRD PARTY CANCELLATION NOTICE

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

This endorsement modifies Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

<u>Name and Address of Other Person/Organization</u>	<u>Number of Days Notice</u>
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	30 Days

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

EXHIBIT D
COHEN/PARADISE/STEWART REHABILITATION MAP

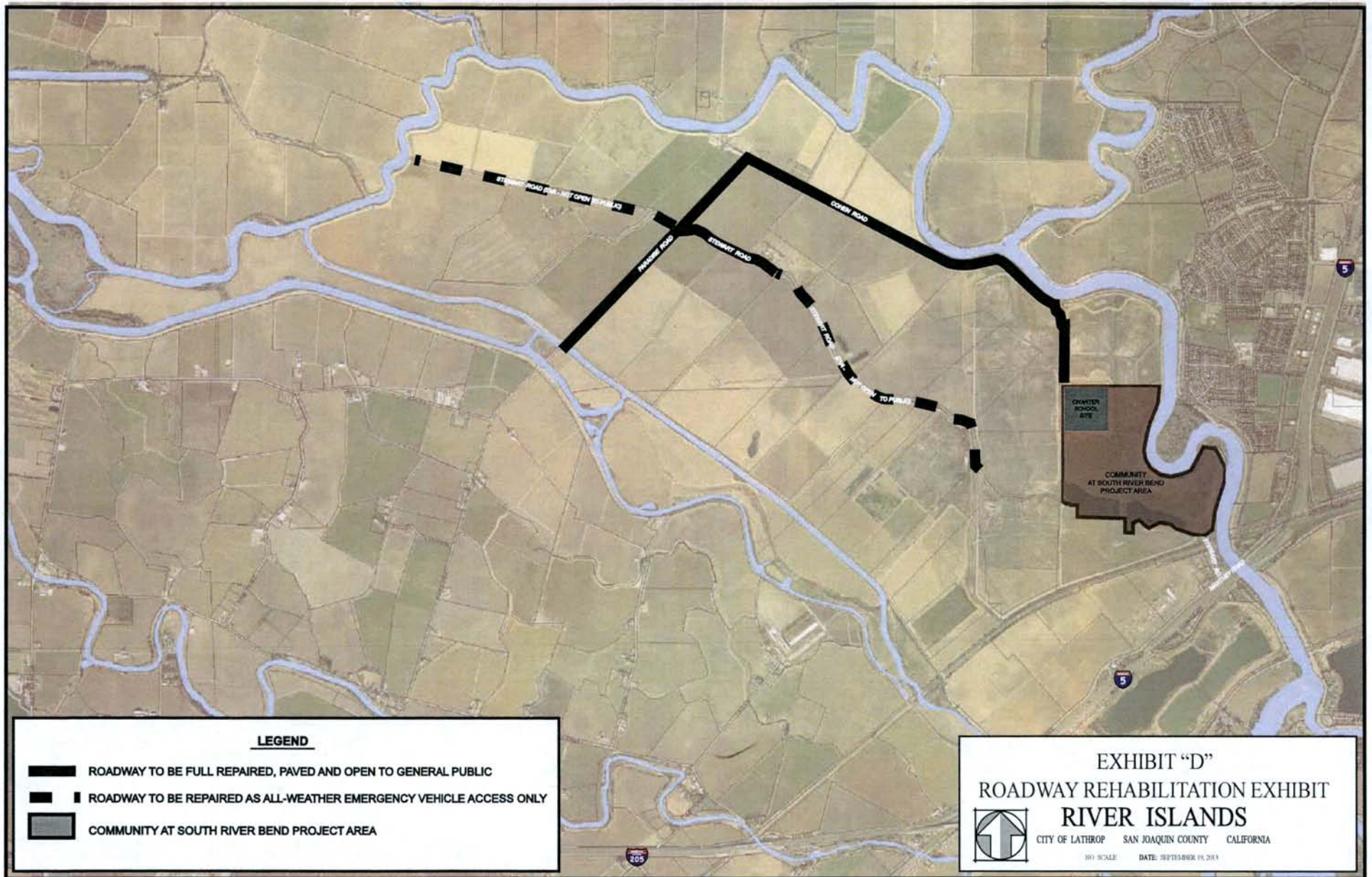


EXHIBIT E

**RIPFA LETTER OF GUARANTEE
INTERIM PUBLIC ACCESS WITHIN THE STAGE 2A DEVELOPMENT AREA
DATED MAY 4, 2017**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

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

TEL: (209) 878-7900

May 4, 2017

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

Subject: Letter of Guarantee - Construction of Interim Public Access within the River Islands at Lathrop Stage 2A Development Area

This Letter of Guarantee is being made in lieu of a performance bond for the construction of an interim public access (public right of way) within the Stage 2A development area of the River Islands development project. River Islands Development, LLC ("RID") has requested the permanent closure of Cohen Road from Stage 1 to Paradise Road and Paradise Road from Stewart Road to the Stage 2A levee (see Exhibit "A" attached to this Letter of Guarantee). This closure would allow the construction of the Stage 2B levee system. The closure will not allow public traffic to utilize Paradise Road to access the River Islands development area while the construction of the Stage 2B levee is occurring, but still allow emergency vehicles access to the area via all-weather access roads.

RID plans to construct River Islands Parkway from its current terminus in Stage 1, through the Stage 2A development area and into Stage 2B and reconstruct Paradise Road within Stage 2B to restore public access to the project from the Tracy/Banta area. Until these roads are constructed and dedicated to the City for public use, the City is requiring security to restore public access to Paradise Road should RID fail to perform. We are providing you this Letter of Guarantee for this purpose.

The engineer's estimate as provided by O'Dell Engineering for a 28-foot-wide paved roadway, equivalent to existing Cohen Road, in the general alignment of proposed River Islands Parkway from Stage 1 to Paradise Road through Stage 2B is \$453,000 (See Exhibit "B"). The total length of this "guarantee roadway" is 6,150 linear feet. As a result, the Authority hereby agrees to set-aside funds in the amount of \$543,600, which amount is equal to 120% of the engineer's estimate, in-lieu of a performance bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including roadways.

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until August 1, 2020, or until such time that permanent roadways are

constructed and dedicated to the City to restore permanent public access to Paradise Road, whichever comes first. If the permanent roadways are not constructed, inspected and accepted by the City by August 1, 2020 and the deadline is not extended by the City in writing, no later than August 2, 2020, the Authority will cause one of the following to occur:

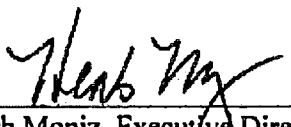
1. The Authority shall use the funds set aside in the Improvement Fund to construct a 28-foot-wide paved roadway in a new alignment, equivalent to the existing Cohen Road or, to reconstruct the existing 28-foot-wide paved Cohen and Paradise roadways in the original alignment at the City's direction. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadways necessary to restore access are constructed, inspected and operational, not to exceed December 31, 2020-.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable roadways. In such event, the City will use reasonable diligence to complete the construction of the roadways. Once permanent access has been constructed to the satisfaction of the City Engineer, and all costs related thereto have been paid, the City shall return any of the unspent funds and any investment earnings thereon to the Authority for redeposit to the Improvement Fund. Until the completion of the roadways and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it, and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs associated with the roadways necessary to restore public access, and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the remaining roadway work necessary to restore public access.
3. Since the construction of roadways within Stages 2A and 2B are phased and will continue to be constructed by RID, RD 2062 or the Authority over time, the Authority may request a reduction in the amount of funds necessary to be held from the Improvement Fund as segments of permanent public roadways are constructed and dedicated to the City. For instance, segments of River Islands Parkway through Stage 2A should be completed in late 2017/early 2018 and dedication of this segment would reduce the amount of security described herein. As a result, a reduction of \$88.40 per LF (\$543,600/6,150 LF) shall be granted for each linear foot permanently constructed and dedicated to the City.

The Authority shall retain the discretion to choose between the two options outlined above as the applicable security and to request reduction of the security as described in section 3 above. As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the

Glenn Gebhardt, City Engineer
City of Lathrop
May 4, 2017
Page 3 of 3

City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.

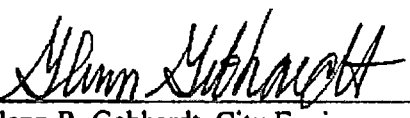
Sincerely,

By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

Enclosures: Exhibit "A": Location of Applicable Roadways – Cohen/Paradise
Exhibit "B": O'Dell Engineering – Engineer's Estimates

cc: Susan Dell'Osso, River Islands Development, LLC
John Zhang, O'Dell Engineering, Inc.

I Accept on Behalf of the City of Lathrop the Terms and Conditions
of the foregoing Letter of Guarantee.

By: 
Glenn R. Gebhardt, City Engineer

May 15, 2017
Date

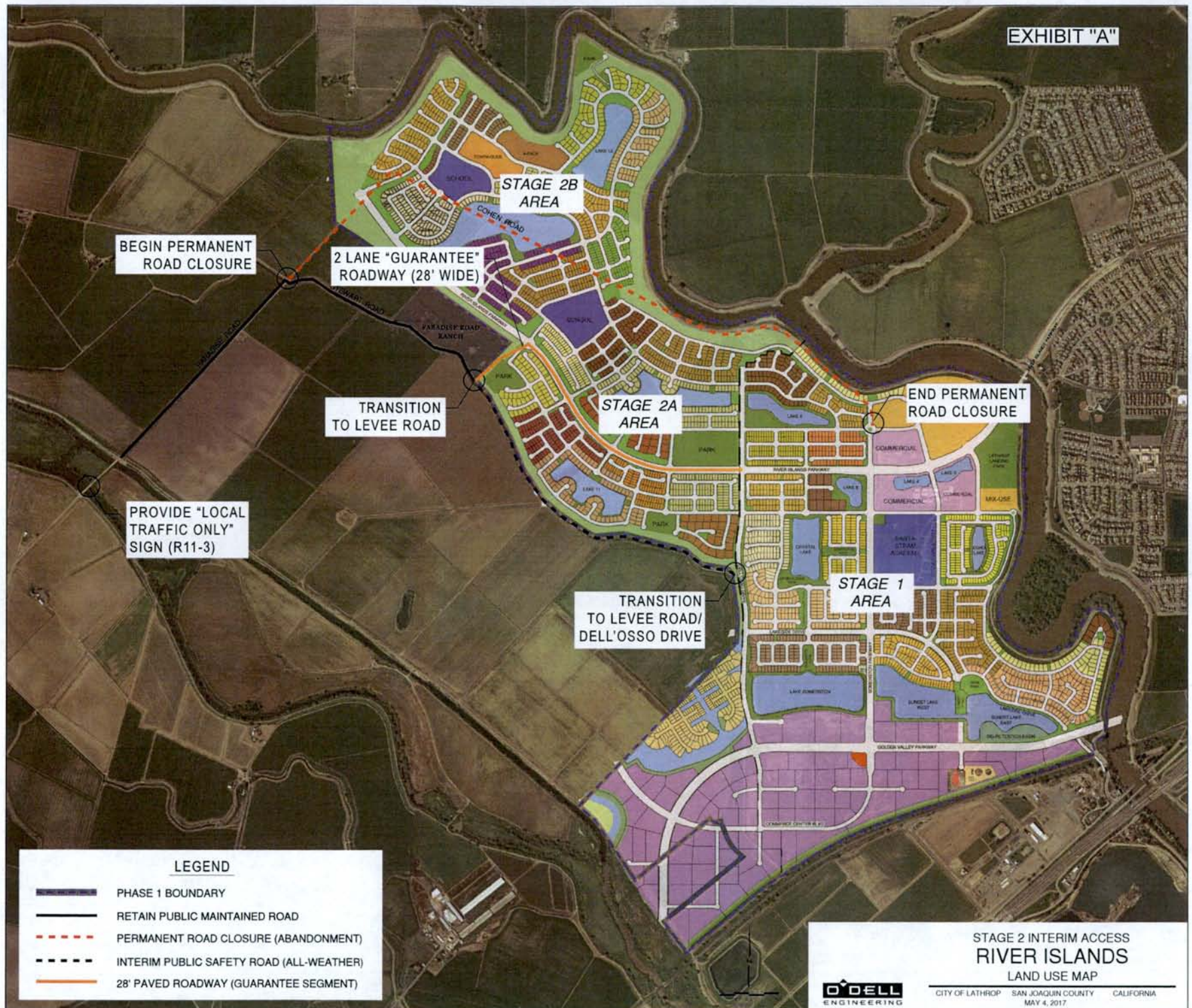


EXHIBIT "B"



ENGINEER'S OPINION OF PROBABLE COST
INTERIM ROAD CONNECTION - STAGE 2A
GUARANTEE
RIVER ISLANDS - PHASE 1
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

May 4, 2017

Item	Description	Quantity	Unit	Unit Price	Amount
<u>SITE PREPARATION</u>					
1	Mobilization ¹	1	LS	\$ 25,000.00	\$ 22,750.00
2	Erosion Control	1	LS	\$ 2,500.00	\$ 2,500.00
Subtotal Site Preparation					\$ 25,250.00
<u>GRADING</u>					
3	Earthwork ²	1,600	CY	\$ 5.00	\$ 8,000.00
Subtotal Grading					\$ 8,000.00
<u>MISCELLANEOUS</u>					
4	3" AC (6150 LF)	172,200	SF	\$ 1.50	\$ 258,300.00
5	6" AB (6150 LF)	172,200	SF	\$ 0.90	\$ 154,980.00
6	Conform to Existing	2	LS	\$ 3,000.00	\$ 6,000.00
Subtotal Miscellaneous					\$ 419,280.00
SUBTOTAL CONSTRUCTION COST					\$ 452,530.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 453,000.00

Notes:

- 1) Mobilization assumed to be 5% of total cost.
- 2) Earthwork quantity includes 35% shrinkage.

EXHIBIT F

**RIPFA LETTER OF GUARANTEE
RIVER ISLANDS PARKWAY WITHIN THE STAGE 2A DEVELOPMENT AREA
DATED, JUNE 26, 2018**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

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

TEL: (209) 879-7900

June 26, 2018

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

Subject: Letter of Guarantee - Construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B Boundary (Lakeside East District) – Tract 3908

This Letter of Guarantee is being made in lieu of a performance bond for the construction of unfinished portions of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary within the Stage 2A development area of the River Islands development project (also known as the Lakeside East District). River Islands Public Financing Authority (Authority) is providing the funding for public improvements in the Stage 2A development area, including improvements to River Islands Parkway (Improvements). It is our understanding that a guarantee for construction of the River Islands Parkway Improvements through Stage 2A is required as a condition precedent to City Council approval of the Tract 3908 large lot subdivision map proposed by River Islands Development, LLC. Since the Authority is already setting aside funds for the full construction of River Islands Parkway, we are providing you this Letter of Guarantee as the required subdivision guarantee necessary for the Tract 3908 large lot final map.

The engineer's estimates as provided by O'Dell Engineering for the full cost of the of River Islands Parkway Improvements from Dell'Osso Drive to the Stage 2B boundary is \$5,264,000, and for the unfinished portions (as of June 15, 2018) of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is \$338,004 (attached as Exhibit "A"). The Authority hereby agrees to set-aside funds in the amount of \$450,000, which amount is equal to 180% of this engineer's estimate of the unfinished improvements, in-lieu of a 100% performance bond and 50% labor and materials bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including River Islands Parkway. Also attached to this Letter of Guarantee is an exhibit showing the portion of River Islands Parkway being guaranteed by this letter for your reference (Exhibit "B").

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until July 8, 2019, or until such time River Islands Parkway through Stage 2A is fully constructed, inspected and accepted into service by the City, whichever comes first. If this portion of River Islands Parkway is not constructed, inspected and accepted into service by the City by July 8, 2019 and the deadline is not extended by the City in writing, no later than September 30, 2019, the Authority will cause one of the following to occur:

1. The Authority shall use the funds set aside in the Improvement Fund to construct the River Islands Parkway Improvements. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadway will be constructed, inspected and operational, no later than one year from the deadline noted above.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable portion of River Islands Parkway. In such event, the City will use reasonable diligence to complete the construction of the River Islands Parkway. Until the completion of the River Islands Parkway and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs of the construction of the River Islands Parkway and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the unfinished portions of River Islands Parkway through Stage 2A.

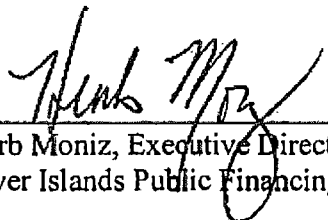
The Authority shall retain the discretion to choose between the two options outlined above. However, if any River Islands Parkway improvements remain incomplete on September 30, 2020, the Authority shall immediately resort to Option 2, and shall provide set aside moneys in the Improvement Fund as requested by the City to allow the City to complete the uncompleted improvements.

In addition, the commitment for the Authority to set aside these funds shall continue until the Improvements are constructed and accepted by the City Council, and the developer provides a one year maintenance bond in the amount of \$526,400 (10% of the full cost of the Improvements), or until the Authority provides an acceptable replacement letter of guarantee in that same amount of \$526,400 to guarantee the quality and condition of the full Improvements for one year from the date of acceptance by the City Council.

Glenn Gebhardt, City Engineer
City of Lathrop – Letter of Guarantee for Tract 3908
June 15, 2018
Page 3 of 3

As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.

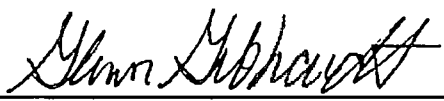
Sincerely,

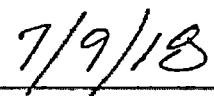
By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

Enclosures: Exhibit "A": Engineer's Estimate of full improvements from O'Dell Engineering
and Engineer's Estimate of unfinished improvements from O'Dell
Engineering
Exhibit "B": Location of guarantee on River Islands Parkway

cc: Susan Dell'Oso, River Islands Development, LLC

I Accept on Behalf of the City of Lathrop the Terms and Conditions
of the foregoing Letter of Guarantee.

By: 
Glenn R. Gebhardt, City Engineer


Date

**ENGINEER'S OPINION OF PROBABLE COST
RIVER ISLANDS - STAGE 2A
RIVER ISLANDS PARKWAY
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA**

March 6, 2018
Job No.: 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	621,700	SF	\$ 0.45	\$ 279,765.00
2	7" AC Paving	316,800	SF	\$ 3.50	\$ 1,108,800.00
3	11" Aggregate Base	316,800	SF	\$ 1.65	\$ 522,720.00
4	12" Lime Treatment	316,800	SF	\$ 1.10	\$ 348,480.00
5	Vertical Curb and Gutter <i>(with AB cushion)</i>	9,600	LF	\$ 15.00	\$ 144,000.00
6	Type F Median Curb <i>(with AB cushion)</i>	9,100	LF	\$ 18.00	\$ 163,800.00
7	Roundabout Concrete	2,400	SF	\$ 5.00	\$ 12,000.00
8	Concrete Sidewalk	77,400	SF	\$ 5.00	\$ 387,000.00
9	Handicap Ramps	20	EA	\$ 2,500.00	\$ 50,000.00
10	Survey Monuments	7	EA	\$ 300.00	\$ 2,100.00
11	Barricades	1	EA	\$ 1,500.00	\$ 1,500.00
12	Traffic Signing & Striping	4,710	LF	\$ 5.00	\$ 23,550.00
13	Dewatering <i>(Budget)</i>	4,710	LF	\$ 75.00	\$ 353,250.00
Subtotal Street Work					\$ 3,396,965.00
<u>STORM DRAIN</u>					
14	Catch Basins <i>(type A inlet)</i>	24	EA	\$ 2,400.00	\$ 57,600.00
15	15" Storm Drain Pipe	1,110	LF	\$ 34.00	\$ 37,740.00
16	18" Storm Drain Pipe	220	LF	\$ 46.00	\$ 10,120.00
17	24" Storm Drain Pipe	780	LF	\$ 65.00	\$ 50,700.00
18	Storm Drain Stub & Plug	9	EA	\$ 1,000.00	\$ 9,000.00
Subtotal Storm Drain					\$ 165,160.00
<u>SANITARY SEWER</u>					
19	24" Sanitary Sewer Pipe	50	LF	\$ 150.00	\$ 7,500.00
20	Manholes	24	LF	\$ 4,000.00	\$ 96,000.00
21	Connect to Existing Sanitary Sewer	2	EA	\$ 3,000.00	\$ 6,000.00
Subtotal Sanitary Sewer					\$ 109,500.00
<u>WATER SUPPLY</u>					
22	8" Water Line <i>(including all appurtenances)</i>	740	LF	\$ 32.00	\$ 23,680.00
23	10" Water Line <i>(including all appurtenances)</i>	280	LF	\$ 40.00	\$ 11,200.00
24	20" Water Line <i>(including all appurtenances)</i>	4,630	LF	\$ 100.00	\$ 463,000.00
25	Fire Hydrants	16	EA	\$ 4,000.00	\$ 64,000.00
26	Water Service	6	EA	\$ 2,000.00	\$ 12,000.00
27	Water Plug & Stub	9	EA	\$ 1,000.00	\$ 9,000.00
28	Connect to Existing Water	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal Water Supply					\$ 586,880.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>RECYCLED WATER</u>					
29	8" Recycled Water Flushing Line <i>(including all appurtenances)</i>	80	LF	\$ 45.00	\$ 3,600.00
30	12" Recycled Water Drain Line <i>(including all appurtenances)</i>	150	LF	\$ 55.00	\$ 8,250.00
31	16" Recycled Water Line <i>(including all appurtenances)</i>	4,650	LF	\$ 65.00	\$ 302,250.00
32	Recycled Water Plug & Stub	4	EA	\$ 1,000.00	\$ 4,000.00
33	Connect to Existing Recycled Water	1	EA	\$ 5,000.00	\$ 5,000.00
Subtotal Recycled Water					\$ 323,100.00
<u>NON-POTABLE WATER</u>					
34	8" Non-Potable Water Line <i>(including all appurtenances)</i>	650	LF	\$ 35.00	\$ 22,750.00
35	16" Non-Potable Water Line <i>(including all appurtenances)</i>	4,660	LF	\$ 80.00	\$ 372,800.00
36	Non-Potable Water Service	6	LF	\$ 2,000.00	\$ 12,000.00
37	Non-Potable Water Plug & Stub	7	EA	\$ 1,000.00	\$ 7,000.00
38	Connect to Existing Non-Potable Water	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Irrigation Water					\$ 417,550.00
<u>LAKE FILL LINE</u>					
39	16" Lake Fill Line <i>(including all appurtenances)</i>	4,820	LF	\$ 50.00	\$ 241,000.00
40	3" Aeration Line <i>(including all appurtenances)</i>	4,820	LF	\$ 4.00	\$ 19,280.00
41	Lake Fill Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
42	Connect to Existing Lake Fill Line	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Lake Fill Line					\$ 264,280.00
SUBTOTAL CONSTRUCTION COST					\$ 5,263,435.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 5,264,000.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.



ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - STAGE 2A
RIVER ISLANDS PARKWAY
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

June 13, 2018
Job No.: 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
1	Sanitary Sewer & Water Raising Iron (95% Completion)	1	LS	\$ 54,400.00	\$ 54,400.00
2	Final AC Lift (90% Completion)	1	LS	\$ 246,604.00	\$ 246,604.00
3	Final Signing, Striping & Monument (0% Completion)	1	LS	\$ 37,000.00	\$ 37,000.00
TOTAL COST TO COMPLETE					\$ 338,004.00

Notes:

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Stage 2A River Islands Parkway (Dell'Oso Drive to Stage 2A/2B Levee) dated June 12, 2018.

EXHIBIT G

**VILLAGE "U" (TRACTS 3990 & 3989) TOTAL ENGINEER'S PRELIMINARY COST
ESTIMATE & COST TO COMPLETE ENGINEER'S
BOND ESTIMATE OF IMPROVEMENTS & LANDSCAPE**

ENGINEER'S PRELIMINARY COST ESTIMATE

March 7, 2018

VILLAGE U (74 LOTS)

Job No.: 25502-95

STAGE 2A

RIVER ISLANDS

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	190,200	SF	\$ 0.45	\$ 85,590.00
2	3" AC Paving	43,700	SF	\$ 1.50	\$ 65,550.00
3	4.5" AC Paving	58,600	SF	\$ 2.25	\$ 131,850.00
4	7" Aggregate Base	43,700	SF	\$ 1.05	\$ 45,885.00
5	8" Aggregate Base	58,600	SF	\$ 1.20	\$ 70,320.00
6	Vertical Curb and Gutter (with AB cushion)	2,170	LF	\$ 15.00	\$ 32,550.00
7	Rolled Curb and Gutter (with AB cushion)	3,490	LF	\$ 15.00	\$ 52,350.00
8	Concrete Sidewalk	27,200	SF	\$ 5.00	\$ 136,000.00
9	Driveway Approach	74	EA	\$ 600.00	\$ 44,400.00
10	Handicap Ramps	12	EA	\$ 2,500.00	\$ 30,000.00
11	Survey Monuments	10	EA	\$ 300.00	\$ 3,000.00
12	Traffic Striping & Signage	3,065	LF	\$ 5.00	\$ 15,325.00
13	Dewatering (budget)	3,065	LF	\$ 40.00	\$ 122,600.00
Subtotal Street Work					\$ 835,420.00
<u>STORM DRAIN</u>					
14	Catch Basins (type A inlet)	13	EA	\$ 2,400.00	\$ 31,200.00
15	Catch Basins (type A inlet over type I manhole base)	3	EA	\$ 2,800.00	\$ 8,400.00
16	Catch Basins (type A inlet over type II manhole base)	2	EA	\$ 5,000.00	\$ 10,000.00
17	Catch Basins (type A inlet over type III manhole base)	3	EA	\$ 7,500.00	\$ 22,500.00
18	Field Inlet (type C inlet over type I manhole base)	1	EA	\$ 2,800.00	\$ 2,800.00
19	15" Storm Drain Pipe	600	LF	\$ 34.00	\$ 20,400.00
20	18" Storm Drain Pipe	380	LF	\$ 46.00	\$ 17,480.00
21	24" Storm Drain Pipe	80	LF	\$ 65.00	\$ 5,200.00
22	30" Storm Drain Pipe	550	LF	\$ 80.00	\$ 44,000.00
23	42" Storm Drain Pipe	250	LF	\$ 120.00	\$ 30,000.00
24	48" Storm Drain Pipe	490	LF	\$ 125.00	\$ 61,250.00
25	Manholes (type I)	2	EA	\$ 3,000.00	\$ 6,000.00
26	Manholes (type II)	2	EA	\$ 5,000.00	\$ 10,000.00
27	Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
28	Connect to Existing	5	EA	\$ 1,700.00	\$ 8,500.00
Subtotal Storm Drain					\$ 280,730.00
<u>SANITARY SEWER</u>					
29	8" Sanitary Sewer Pipe	3,100	LF	\$ 28.00	\$ 86,800.00
30	Manholes	13	EA	\$ 4,000.00	\$ 52,000.00
31	Manholes (Trunk)	1	EA	\$ 6,000.00	\$ 6,000.00
32	Sewer Service	74	EA	\$ 600.00	\$ 44,400.00
33	Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
34	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Sanitary Sewer					\$ 195,200.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
35	8" Water Line <i>(including all appurtenances)</i>	2,530	LF	\$ 32.00	\$ 80,960.00
36	10" Water Line <i>(including all appurtenances)</i>	540	LF	\$ 40.00	\$ 21,600.00
37	Water Service	74	EA	\$ 2,000.00	\$ 148,000.00
38	Fire Hydrants	5	EA	\$ 4,000.00	\$ 20,000.00
39	Water Plug & Stub	4	EA	\$ 1,000.00	\$ 4,000.00
40	Connect to Existing	2	EA	\$ 4,000.00	\$ 8,000.00
Subtotal Water Supply					\$ 282,560.00
<u>NON-POTABLE WATER SUPPLY</u>					
41	8" Non-Potable Water Line <i>(including all appurtenances)</i>	860	LF	\$ 35.00	\$ 30,100.00
42	Stub & Plug	2	EA	\$ 1,000.00	\$ 2,000.00
43	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Non-Potable Water Supply					\$ 35,100.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 1,629,000.00
COST PER LOT					\$ 22,014.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.



OPINION OF PROBABLE COST

River Islands Stage 2A - Village U Streetscape

Lathrop, CA

90% Submittal

10/3/2018

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
A. Site Preparation				
1 Site Grading (Fine)	SF	14,928	\$0.50	\$7,464.00
SUB-TOTAL				\$7,464.00
B. Flatwork / Surfacing / Walls				
1 Cobbles/Boulders	SF	1,126	\$2.20	\$2,477.20
2 12" Concrete Mow Curb	LF	155	\$12.00	\$1,860.00
3 Permaloc Edging	LF	36	\$10.00	\$360.00
4 Natural colored 6" Conc. Flatwork	SF	126	\$6.00	\$756.00
5 Wood Perimeter Fence	LF	511	\$32.00	\$16,352.00
6 Masonry Wall	LF	102	\$32.00	\$3,264.00
SUB-TOTAL				\$25,069.20
C. Planting				
1 1 Gallon Shrubs	EA	1,607	\$8.25	\$13,257.75
2 15 Gallon Trees	EA	42	\$120.00	\$5,040.00
3 Soil Conditioning & Amendments	SF	14,928	\$0.30	\$4,478.40
4 Bark	SF	14,928	\$0.25	\$3,732.00
5 Root Barrier	LF	1,083	\$6.00	\$6,498.00
SUB-TOTAL				\$33,006.15
D. Irrigation Controls & Distribution				
1 18" o.c. In-line Drip Tubing Irrigation System	LF	11,774		
2 Flush cap & Valve Box	EA	27		
3 Operation Indicator	EA	27		
4 Tree RWS System	EA	84		
5 Sch 40 Ball Valve	EA	14		
6 QF Header (10-18/10-12)	LF	116		
7 3/4" Lateral Line	LF	1,774		
8 1" Lateral Line	LF	94		
9 1-1/4" Lateral Line	LF	5		
10 2" Main Line	LF	812		
11 1" conduit for control wires	LF	831		
12 14-2 Maxi-Cable	LF	921		
13 1" Valves, Boxes & Decoders	EA	3		
14 1" Valves/Filter, Boxes & Decoders	EA	9		
15 3/4" Quick Couplers	EA	3		\$0.00
16 Irrigation Sub-Total	SF	14,928	\$2.02	\$30,154.56
SUB-TOTAL				\$30,154.56
TOTAL				\$95,693.91
10% Contingency				\$9,569.39

Construction Total

\$105,263.30

Original Budget (2018-06-20)	
\$149,160	
Red=over budget / Green=under budget	
Village U - Pkwy (approx. 1/4)	\$39,400.00
Village U - Pkwy (approx. 1/4)	\$34,000.00
Village U - Medians	\$26,800.00
Village U - Parcel A91	\$4,320.00
Village U - Parcel A92	\$18,160.00
Village BB - Parcel A94	\$26,480.00
Total:	\$149,160.00
	\$43,897

NOTES:

1. _____

Items not included as a part of this estimate:

A. Permits

B. Utility Fees

C. City fees, bond fees

D. Engineering/design fees

E. Soils engineering cost

F. Erosion control & siltation cost, SWPPP

G. Landscaping Fees

H. Joint trench

I. Easement acquisitions

J. Power Pole Relocation

2.

This is a preliminary estimate only and not to be used as a bidding quantity sheet

ENGINEER'S BOND ESTIMATE

September 4, 2018

COST TO COMPLETE

Job No.: 25502-95

RIVER ISLANDS - PHASE 2A

VILLAGE U (74 LOTS)

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
1	Survey Mounments (0% Completion)	1	LS	\$ 3,600.00	\$ 3,600.00
2	Signing and Striping (0% Completion)	1	LS	\$ 18,700.00	\$ 18,700.00
TOTAL COST TO COMPLETE					\$ 22,300.00

Notes:

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Village U.

EXHIBIT H

**SET-ASIDE LETTER- LETTER OF GUARANTEE
FOR VILLAGE U (TRACTS 3989 & 3990)**

RIVER ISLANDS AT LATHROP STAGE 2A DATED, AUGUST 28, 2019

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

73 W. STEWART ROAD
LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

August 28, 2019

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

Subject: Letter of Guarantee – Village U (Tracts 3989 and 3990) - River Islands at Lathrop Stage 2A

This Letter of Guarantee is being made in lieu of a performance bond for unfinished improvements in Village U. A performance bond was first proposed with Tract 3989 but was not posted by the developer, River Islands Development, LLC.

RIPFA has provided a number of letters of guarantee (“set-aside”) letters in the past. The following table summarizes these guarantees, including this letter for Village U:

Bond Description	Set-Aside Security Amount	Remaining Amount	Accepted (Y/N?) (Amount to Release)
Tract 3840, et. al. (Village G)	\$ 11,592	\$ -	Y
Tract 3873, et. al. (Village A)	\$ 7,992	\$ -	Y
Tract 3838, et. al. (Village F)			
Tract 3826, et. al. (Villages D & E)	\$ 7,857	\$ -	Y
Tract 3832, et. al. (Villages J & K)	\$ 2,574	\$ -	Y
Tract 3834, et. al. (Village M)	\$ 3,429	\$ -	Y
Tract 3836, et. al. (Village O)	\$ 4,329	\$ -	Y
Tract 3829, et. al. (Village H)	\$ 3,276	\$ -	Y
Tract 3838, et.al. (Village Q)	\$ 3,429	\$ -	Y
Tract 3835, et. al. (Village N)	\$ 8,411	\$ 8,411	N
Stage 2A/2B Interior Levee Grading	\$ 525,615	\$ -	Y
Stage 1B/2A Interior Levee Grading	\$ 390,000	\$ -	Y
Stage 2A 16" RW Line Replacement	\$ 450,000	\$ 450,000	N
Islanders Way Improvements	N/A	\$ -	N
Tract 3833 (Village L)	N/A	\$ -	N
Tract 3989 & Tract 3990 (Village U)	\$ 212,360	\$ 212,360	N
	\$ 1,630,864	\$ 670,771	\$ 960,093

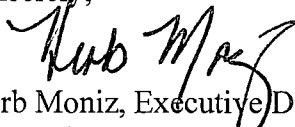
RIPFA would like written confirmation that the set-aside letters provided previously where improvements have been accepted by the City are now hereby released. As shown in the table above, \$960,093 in set-aside funds would be released by the Authority with this action.

The request for Tract 3989/3990 (Village U) shall be subject to the following terms:

1. RIPFA shall hold the funds as stated herein in a restricted account until December 31, 2020, or until such time that the City accepts the unfinished improvements described in this letter. If the improvements are not completed and accepted by the City by December 31, 2020, RIPFA will cause one of the following to occur:
 - a. RIPFA shall use the funds set aside in the Improvement Fund to complete the unfished improvements at the City's direction. Either RIPFA or RD 2062 shall utilize a suitable contractor and bid the work under applicable law. Unless an alternative schedule is mutually agreed to by RIPFA and the City, all improvements shall be completed and inspected to the City's satisfaction by April 30, 2020.
 - b. RIPFA shall withdraw the funds from the set aside monies in the Improvement Fund and, by December 31, 2020, provide said monies to the City for completion of the unfished improvements under its applicable laws and standards.
2. RIPFA shall retain the discretion to choose between the two options as outlined above.

As confirmation of the terms and conditions of this Letter of Guarantee, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at number shown.

Sincerely,


Herb Moniz, Executive Director
River Islands Public Financing Authority

Enclosures: Exhibit "A": Engineer's Estimate – O'Dell Engineering
Exhibit "B": Location of Village U

cc: Susan Dell'Osso, River Islands Development, LLC
Terry Truscott, Treasurer - RIPFA

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

Glenn Gebhardt, City Engineer

Date

EXHIBIT "A"



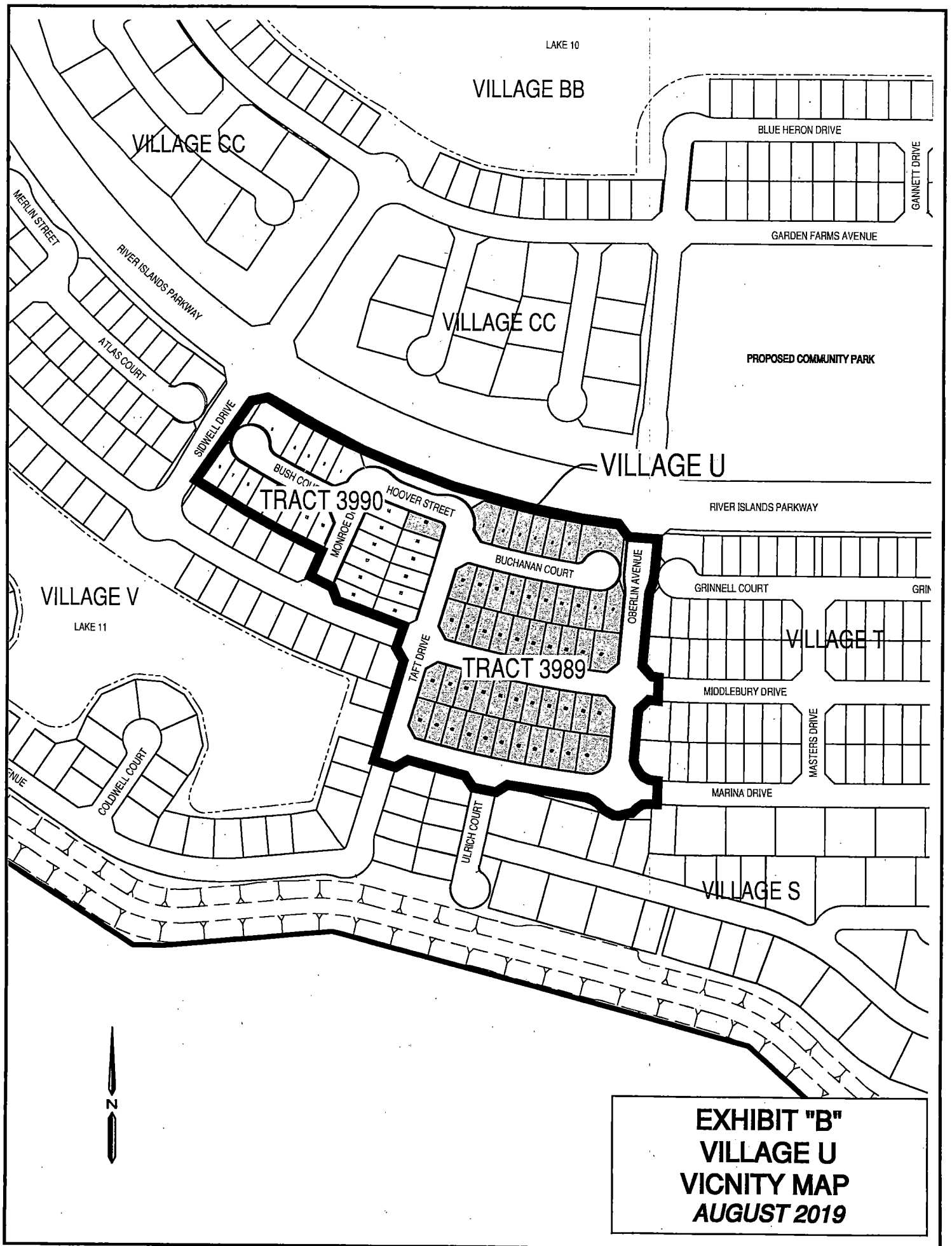
ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - PHASE 2A
VILLAGE U (74 LOTS)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

September 4, 2018
Job No.: 25502-95

Item	Description	Quantity	Unit	Unit Price	Amount
1	Survey Mounments (0% Completion)	1	LS	\$ 3,600.00	\$ 3,600.00
2	Signing and Striping (0% Completion)	1	LS	\$ 18,700.00	\$ 18,700.00
TOTAL COST TO COMPLETE					\$ 22,300.00

Notes:

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Village U.



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

September 10, 2019

Via Email and First Class Mail

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

Re: Recordation of Final Map 3990; Escrow No. 1614021391

Dear Karen:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Development, LLC, a California limited liability company ("**RID**") and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with recordation of the above-referenced final map ("**Final Map**"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title Company is referred to as "you" or "**ORTC**."

A. Date for Closings

The Final Map will be recorded at the time designated by RID as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by September 30, 2019, 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 September 30, 2020, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Document

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

B.1. One original Final Map for Tract 3990, executed and acknowledged by the City.

The documents listed in Item B.1 above is referred to as the "**Recordation Document**." 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

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

accordance with the settlement statement prepared by you and approved in writing by both RID and City ("**Settlement Statement**"): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RID.

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:

- The amount of \$8,619.09, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended **Sierra Club Agreement**), constituting the amount of 3,184.00 multiplied by 2.707 acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

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

D. Closing Requirements

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

D.1. You have delivered copies of your Settlement Statement by email transmission to: Susan Dell'Osso (sdelloso@riverislands.com), Debbie Belmar (dbelmar@riverislands.com), Stephen Salvatore (ssalvatore@ci.lathrop.ca.us), Salvador Navarrete (snavarrete@ci.lathrop.ca.us), Cari James (cjames@ci.lathrop.ca.us) and Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt that the Settlement Statement is accurate and acceptable.

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

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

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

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

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

E. Closing Process and Priorities

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

- E.1. Date the Recordation Document to be recorded.
- E.2. Record the Recordation Document in the Official Records.
- E.3. Pay the costs associated with the Transaction.
- E.4. Refund any funds delivered to you by RID that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Development, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso
- E.5. Notify Susan Dell'Osso, Debbie Belmar, Stephen Salvatore, Glenn Gebhardt and Jose Molina (JMolina@sjgov.org) of the completion of the Transaction.
- E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Development, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Salvador Navarrete, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

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

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

F. Additional Instructions

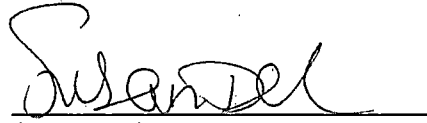
When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts. Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance 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.

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

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

Very truly yours,

Stephen J. Salvatore
City Manager
City of Lathrop



Susan Dell'Osso
President
River Islands Development, LLC

ESCROW INSTRUCTIONS ACKNOWLEDGEMENT AND AGREEMENT:

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

Old Republic Title Company

By: _____
Its: _____
Date: _____

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ITEM 4.13

CITY MANAGER'S REPORT SEPTEMBER 9, 2019 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF FINAL MAP, CUA WITH ISLAND RECLAMATION DISTRICT 2062 AND SIA FOR 44 LOTS IN TRACT 4015 VILLAGE "W" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS**

RECOMMENDATION: **Adopt Resolution Approving Final Map for Tract 4015 Village "W" within the Lakeside East District, Totaling 44 Single-Family Lots, City of Lathrop Annexation No. 10 to (CFD) 2013-1, Common Use Agreement with Island Reclamation District 2062 for a Portion of Capricorn Court and Subdivision Improvement Agreement with River Islands Development, LLC**

SUMMARY:

On June 1, 2015, the City approved an amendment to Vesting Tentative Map Tract 3694 (VTM 3694), Phase 1 of River Islands at Lathrop that revised conditions of approval for new development within Phase 1. On August 25, 2016, the City Community Development Department approved a Finding of Substantial Conformance for VTM 3694 for the Stage 2A sub-planning area. This action allowed minor changes in the land use pattern for VTM 3694 at the request of River Islands Development, LLC (RID).

On July 18, 2018, the Lathrop Planning Commission approved a Neighborhood Design Plan and Architectural Guidelines, and Design Standards (AG/DS) for the Lakeside East District (also known as "Stage 2A") within Phase 1.

This proposed Final Map for Tract 4015 will be the first tract map within the Village "W" area. The Builder (Tri-Pointe Homes) is proposing forty-four (44) 50' x 95' single-family lots. A Vicinity Map is included as Attachment B. It will be Tri-Pointe's first product in the River Islands project.

Staff recommends that the City Council approve the proposed final map for Tract 4015 Village "W" within the Lakeside East District, Totaling 44 Single-Family Lots, City of Lathrop Annexation No. 10 Capital Facilities District 2013-1 (CFD 2013-1), Common Use Agreement with Island Reclamation District 2062 for portion of Capricorn Court and a Subdivision Improvement Agreement with River Islands Development, LLC.

CITY MANAGER'S REPORT
SEPTEMBER 9, 2019, CITY COUNCIL REGULAR MEETING
FINAL MAP FOR TRACT 4015, CUA WITH ISLAND RD 2062, COL ANNEX NO
10 CFD 2013-1, AND AN SIA WITH RID, LLC

PAGE 2

BACKGROUND:

On March 27, 2007, the City Council approved VTM 3694 and amended VTM 3694 on June 1, 2015, with updated conditions of approval. Tract 4015 as proposed by RID, the subdivider, complies with the most current conditions of approval.

The land for Tract 4015, is within the geographic boundaries of VTM 3694 (Phase 1) first approved by Council on March 27, 2007, and amended on June 1, 2015, with updated conditions of approval.

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

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

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

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. The SIA included as Attachment C to this report, requires performance and labor and materials bonds to guarantee all unfinished infrastructure within Village "W", includes tracts 4015 & 4016.

As a result, the SIA for Tract 4015 requires \$136,866 in performance bonds and \$68,433 in labor and materials bonds for the Village "W" area.

Unfinished Improvement Total $\$114,055 \times 120\% = \$136,866$ (Performance Bond)
 $\$136,866 \times 50\% = \$68,433$ (Labor & Materials)

SEPTEMBER 9, 2019, CITY COUNCIL REGULAR MEETING**FINAL MAP FOR TRACT 4015, CUA WITH ISLAND RD 2062, COL ANNEX NO 10 CFD 2013-1, AND AN SIA WITH RID, LLC**

The SIA also refers to the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements ("Off-site Agreement") that was first approved by the City on September 30, 2013, to the extent that the Off-site Agreement is still valid for certain improvements.

Tract 4015 will not trigger any additional off-site improvements, and the Off-site Agreement will apply to Tract 4015 as it has to all previous final maps in River Islands with no additional security for off-site improvements. Acceptance of all public improvements will be processed by staff at a later date when the unfinished improvements are complete. At that time, RID will be required to post one (1) year maintenance bonds as a warranty for the completed infrastructure.

As with all new development within Phase 1 of River Islands, Village "W" will need to be annexed into the three different Community Facilities Districts (CFD's) for maintenance purposes. The CFDs are for the City, RD 2062 and River Islands Public Financing Authority (RIPFA) respectively. CFD 2013-1 Island RD 2062 Annexation No. 9, CFD 2013-1 RIPFA Annexation No. 9 and CFD 2016-1 RIPFA Annexation No. 5, are administered by Island RD 2062 and RIPFA and are included as part of the escrow instructions for recordation purposes only and are not a direct impact to the City. The applicant has signed the appropriate documentation to commit to the annexations, and the final map recordation is contingent on the annexations.

There is also a need for a Common Use Agreement (CUA) between City and Reclamation District No. 2062 (RD 2062), since a portion of Capricorn Court shares an area with the easements recorded in favor of RD 2062 for the Stage 2A levee system. The CUA (included as Attachment D) addresses the terms and conditions to which RD 2062 can install, operate and maintain its facilities, which protects the City's street and other utilities that are located in Capricorn Court.

Finally, before the Final Map Tract 4015 is recorded, RID must also satisfy the Escrow Instructions (Attachment D) that guarantee all fees required in the Sierra Club Agreement are paid.

REASON FOR RECOMMENDATION:

The applicant has completed nearly all of the street, and utility improvements within Village "W" with some minor improvements left remaining, such as thermoplastic striping and final signage. RID has posted security with the City for the unfinished improvements as required by the SIA. RID shall also provide a 10% maintenance bond to guarantee the full improvements (completed and uncompleted) for one year once the striping is completed. Prior to acceptance of these improvements, RID must provide the tract map, the tract improvement plans, all required documents and all fees for Tract 4015.

SEPTEMBER 9, 2019, CITY COUNCIL REGULAR MEETING

FINAL MAP FOR TRACT 4015, CUA WITH ISLAND RD 2062, COL ANNEX NO 10 CFD 2013-1, AND AN SIA WITH RID, LLC

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

Documents		Status
1.	Final Map ready for signature	Completed
2.	Subdivision Improvement Agreement	Completed
3.	Performance Security – Uncompleted landscaping and miscellaneous improvements provided with Tract 4015	Completed
4.	Labor and Materials Security – Uncompleted landscaping and miscellaneous improvements provided with Tract 4015	Completed
5.	Street Improvement, Landscape Plans	Completed
6.	Street Light, Joint Trench Plans	Completed
7.	Geotechnical Report	Completed
8.	Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets, and Public Improvements)	Completed
9.	Approval of 3 rd Amendment to Development Agreement that guarantees the creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/Other public agency maintenance	Completed
10.	Allocation of Water and Sewer capacity	Completed
11.	Recommendation for approval from Stewart Tract Design Review Committee	Completed
12.	Submitted Certificate of Insurance, Tax Letter	Completed
13.	Submitted Preliminary Guarantee of Title	Completed
14.	Escrow Instructions	Completed
15.	Village Y -Annexation No. 10 of City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)	Approval Pending with this item
16.	Common Use Agreement between City and Islands RD 2062 for the Stage 2A Portion of Capricorn Court	Approval Pending with this item
Fees		Status
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	To be paid in escrow

SEPTEMBER 9, 2019, CITY COUNCIL REGULAR MEETING**FINAL MAP FOR TRACT 4015, CUA WITH ISLAND RD 2062, COL ANNEX NO 10 CFD 2013-1, AND AN SIA WITH RID, LLC**

The above-noted documents and fees are required by the VTM 3694 conditions of approval prior to the approval of the Final Map by City Council.

Extensive off-site improvements to serve this Tract 4015 have already been completed including the construction of levees, participation in construction of a Wastewater Treatment Plant (Consolidated Treatment Facility) and related storage ponds and sprayfields, purchase of SSJID surface water and construction of utility infrastructure to serve the proposed Tract. Additional off-site improvements that are required to serve this Final Map are detailed in the Off-site Agreement approved by the City Council in 2014.

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

BUDGET IMPACT:

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

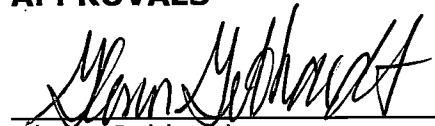
ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4015 Village "W" within the Lakeside East District, Totaling 44 Single-Family Lots, City of Lathrop Annexation No. 10 (CFD) 2013-1, Common Use Agreement with Island Reclamation District 2062 for a Portion of Capricorn Court and Subdivision Improvement Agreement with River Islands Development, LLC
- B. Village "W" Vicinity Map
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development, LLC, a California limited liability company, for Tract 4015, Village "W"
- D. Common Use Agreement with Island Reclamation District 2062 for a Portion of Capricorn Court
- E. Escrow Instructions for Final Map Tract 4015 Village "W", including CFD 2013-1 Annexation No. 10

CITY MANAGER'S REPORT
SEPTEMBER 9, 2019, CITY COUNCIL REGULAR MEETING
FINAL MAP FOR TRACT 4015, CUA WITH ISLAND RD 2062, COL ANNEX NO
10 CFD 2013-1, AND AN SIA WITH RID, LLC

PAGE 6

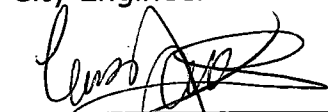
APPROVALS



Glenn Gebhardt
City Engineer

8/27/19

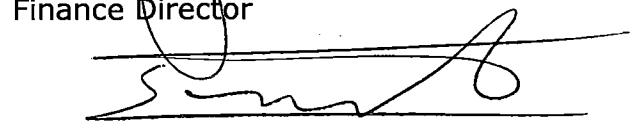
Date



Cari James
Finance Director

8/28/19

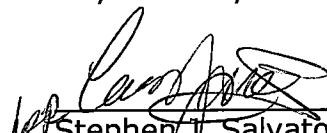
Date



Salvador Navarrete
City Attorney

8.28.19

Date



Stephen J. Salvatore
City Manager

8/28/19

Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4015 VILLAGE "W" WITHIN THE LAKESIDE EAST DISTRICT, TOTALING 44 SINGLE-FAMILY LOTS, CITY OF LATHROP ANNEXATION NO. 10 CFD 2013-1, COMMON USE AGREEMENT WITH ISLAND RECLAMATION DISTRICT 2062 FOR A PORTION OF CAPRICORN COURT AND SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS DEVELOPMENT, LLC

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

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

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

WHEREAS, Tract 4015, the proposed subdivision, is part of the Lakeside East District of River Islands as described in the UDC, consisting of 44 lots covered by VTM 3694; and

WHEREAS, in its review of the Tract 4015, the Stewart Tract Design Review Committee recommended approval of Tract 4015 on August 21, 2019; and

WHEREAS, River Islands Development, LLC (RID) has completed or has guaranteed completion of all public improvements on Tract Map 4015, as identified on the approved improvement plans, and has completed or guaranteed completion of all required documents and payment of all fees; and

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

WHEREAS, a Subdivision Improvement Agreement has been signed by 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 RID obligation to maintain all improvements and repair or correct any defective work; and

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

WHEREAS, off-site improvements necessary for access to Village W (Tract 4015 and 4016) were guaranteed with performance and labor and materials bonds posted by RID for a total of \$205,299; and

WHEREAS, City staff has confirmed that all Conditions of Approval of VTM 3694 required for approval of Final Map 4015 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 4015 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 (RID) will satisfy the escrow requirements to fund the Settlement Fee prior to recordation of the Final Map for Tract 4015; and

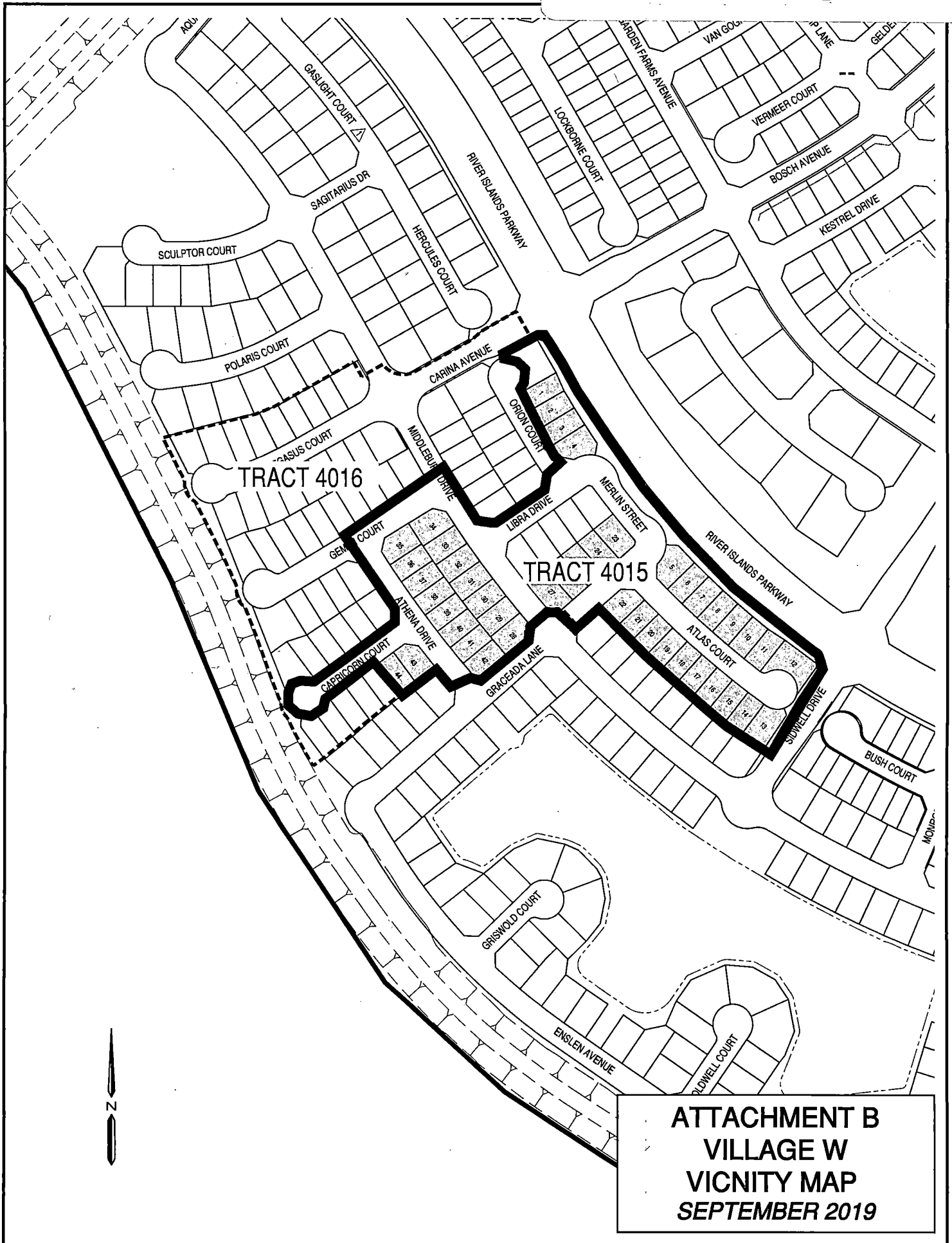
WHEREAS, a Common Use Agreement ("CUA") is necessary between the City and Island Reclamation District 2062 ("RD 2062") for improvements owned and operated by RD 2062 that transverse City right of way of Capricorn Court, dedicated with the Final Map for Tract 4015; and

WHEREAS, as with all new development within Phase 1 of River Islands, Village "W" will need to be annexed into the three different Community Facilities Districts (CFD's) for maintenance purposes. The CFDs are for the City, RD 2062 and River Islands Public Financing Authority (RIPFA); and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop that the Final Map for Tract 4015 Village "W" is hereby approved and directs the City Manager, or his designee that the final map be record.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Manager, or his designee, is authorized to execute and file with the City Clerk the Subdivision Improvement Agreement with River Islands Development LLC, Common Use Agreement with Island Reclamation District 2062 in Stage 2A area for Portions of Capricorn Court, and Capital Facility District Annexation No. 10 2013-1, in substantially the form as attached to the September 9, 2019 staff report.



CITY OF LATHROP**SUBDIVISION IMPROVEMENT AGREEMENT****River Islands (Lakeside East District) - Tract 4015, Village "W"****River Islands Development, LLC, a California limited liability company**

RECITALS

A. This Agreement is made and entered into this **9th day of September 2019**, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and River Islands Development, LLC, a California limited liability company (hereinafter "SUBDIVIDER").

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

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

D. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4015. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tracts 4015 and Tract 4016 (Village "W") located within the Lakeside East District of River Islands Phase 1, which also includes major streets necessary to access the site. The unfinished portion of improvements total \$114,055 and both performance and labor and materials security are required by the Lathrop Subdivision Ordinance and the Subdivision Map Act will be posted as outlined in this Tract 4015 (Village "W") Subdivision Improvement Agreement. Detailed security amounts listed below;

Unfinished Improvement Total	$\$27,400 \text{ (Imp)} + 86,654.73 \text{ (Landscape)} = \$114,055$
Performance Guarantee	$\$114,055 \times 120\% = \$136,866$
Labor & Materials Guarantee	$\$136,866 \times 50\% = \$68,433$

E. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4015 and Tract 4016 and as noted in Recital D security shall be required for the unfinished portion of these improvements along with other required infrastructure associated with Tract 4015 and Village "W" overall. Improvement plans and street light plans prepared by Power Systems Design, Inc., have already been approved by CITY. The street, sidewalk, underground utility, storm drainage, streetlight, and joint trench improvements (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 4015 and Tract 4016 are required security as outlined in this Agreement.

F. Since Village "W" contains a public street (Capricorn Court) that includes improvements of Island Reclamation District 2062 ("RD 2062"), including levee improvements, a Common Use Agreement ("CUA") between the City and RD 2062 is required to delineate the rights and obligations of these agencies regarding the City's public street and RD 2062's improvements. The CUA is included and incorporated into this Agreement as Exhibit "T".

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

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Lakeside East neighborhood, to the limits identified on Exhibit A including the public landscaping, streetlight, and joint trench improvements.

All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above-referenced improvement plans and specifications, the improvement standards and specifications of CITY's Department of Public Works, the applicable Ordinances of the City of Lathrop, and the California Subdivision Map Act.

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the last home constructed in Tract 4015 that is conveyed to a private interest not associated with the transfer of title of Tract 4015 associated with the filing of Tract 4015 (homebuilder) or prior to the completion and occupancy of the last production dwelling unit associated with Tract 4015, or December 1, 2020, whichever comes first. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.
3. CITY, or its agent(s), shall at any time during the progress of the Improvements have free access thereto and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.
4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.
5. CITY's acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.
6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY's acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Maintenance Bond in the amount of \$202,566, equal to 10% of the estimated cost of the Improvements for the Village "W" entire area (\$2,025,655) as included in the Engineer's estimate attached to this Agreement as Exhibit F, to insure SUBDIVIDER's repair and maintenance of the Improvements in accordance with the terms of this Agreement. The Maintenance Bond shall be released at the end of the one-year guarantee period provided no claims against it are then outstanding.
7. Because some of the backbone improvements referenced in Recitals B and C are required to provide access and to Tract 4015 and are associated with adjacent tracts as otherwise described in this Agreement, as well as the "Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements ("2013 Agreement"), approved by CITY on September 30, 2013, the security required by the 2013 Agreement shall remain in place for the following:

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

8. If SUBDIVIDER, in whole or in part, abandons the Improvements, unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair, replace, or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY. Once action is taken by CITY to complete, repair, replace, and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by CITY in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney's fees, costs of suit, and all other expenses of litigation incurred by CITY in connection therewith.

9. Because the Improvements are not entirely complete, SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 4015 and Tract 4016 as included and described in Exhibit E of this Agreement. The amount of the security shall be equal to a performance bond equal to 120% of the amount of unfinished improvements as shown in Exhibit E ($\$114,055 \times 120\% = \$136,866$ – performance bond amount) as indicated in Recital D. The corresponding labor and materials bond amount shall be 50% of the performance bond amount ($\$136,866 \times 50\% = \$68,433$) also as indicated in Recital D. Further, SUBDIVIDER shall also comply with CITY's insurance requirements set forth on Exhibit C attached hereto and incorporated herein.

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

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

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

13. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents, and employees (collectively "Indemnitees") harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER's contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER's contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings of any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit, or legal proceedings resulting from or alleged to have resulted from SUBDIVIDER's performance or non-performance of its duties and obligations under this Agreement or from the negligent act or omission of itself, its agents, contractors, representatives, servants, or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied, or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not and shall not waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied, or approved of plans and/or specifications for the subdivision.

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

15. Prior to acceptance of the Improvements by the City Council, SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements and maintaining safety at the project site. SUBDIVIDER's obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied, all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. CITY and SUBDIVIDER have formed Community Facilities Districts (CFDs) to finance maintenance and improvements.

CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.

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

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

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

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

20. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 4015 and Tract 4016.

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

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

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

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

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

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

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

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

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

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

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

EXHIBITS:

EXHIBIT A FINAL MAP - TRACT 4015 VILLAGE "W"

EXHIBIT B TRACT 4015 AND VILLAGE "W" AREA

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: COHEN/PARADISE/STEWART REHABILITATION MAP

EXHIBIT E: VILLAGE "W" (TRACTS 4015 & 4016) TOTAL ENGINEER'S PRELIMINARY COST ESTIMATE & COST TO COMPLETE ENGINEER'S BOND ESTIMATE OF IMPROVEMENTS & LANDSCAPE

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

EXHIBIT G: RIPFA LETTER OF GUARANTEE - INTERIM PUBLIC ACCESS WITHIN THE STAGE 2A DEVELOPMENT AREA DATED, MAY 4, 2017

EXHIBIT H: RIPFA LETTER OF GUARANTEE – RIVER ISLANDS PARKWAY WITHIN THE STAGE 2A DEVELOPMENT AREA DATED, JUNE 26, 2018

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9th day of September 2019, at Lathrop, California.

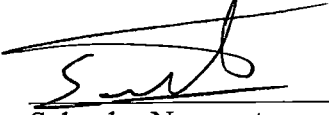
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

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

BY: _____
Teresa Vargas Date
City Clerk

BY: _____
Stephen J. Salvatore Date
City Manager

APPROVED AS TO FORM

BY:  8-27-19
Salvador Navarrete Date
City Attorney

River Islands Development, LLC
a California limited liability company

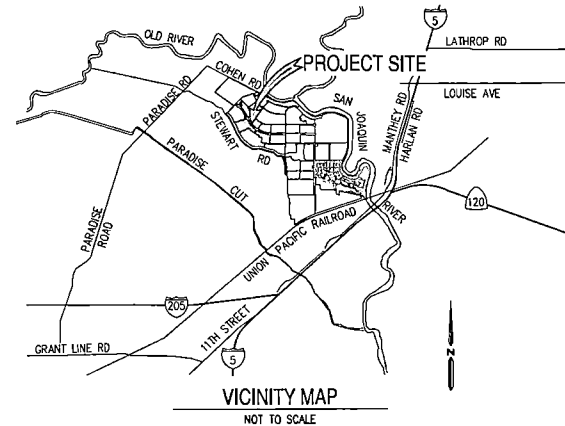
BY: _____
Susan Dell'Osso Date
President
"SUBDIVIDER"

EXHIBIT A

FINAL MAP - TRACT 4015

TRACT 4015 RIVER ISLANDS - STAGE 2A VILLAGE W1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 9 OF LLA-19-99,
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2019



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 4015, RIVER ISLANDS, STAGE 2A, VILLAGE W1", CITY OF LATHROP, CALIFORNIA, CONSISTING OF ELEVEN (11) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE UNDERSIGNED DOES HEREBY DEDICATE AN EASEMENT TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS ATHENA DRIVE, ATLAS COURT, CAPRICORN COURT, CARINA AVENUE, GEMINI COURT, GRACEADA LANE, LIBRA DRIVE, MERLIN STREET, MIDDLEBURY DRIVE, ORION COURT, AS SHOWN ON THIS FINAL MAP.

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

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, STORM DRAIN FACILITIES AND THEIR APPURTENANCES, UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "STORM DRAIN EASEMENT".

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

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 4, 5, 22, 23, 27, 28, 34, 35, 42, AND 43, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL // AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE, PARCELS A AND B FOR LANDSCAPE OPEN SPACE PURPOSES, INCLUDING PUBLIC UTILITIES AND STORM DRAIN FACILITIES, AND PEDESTRIAN INGRESS AND EGRESS, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 1 THROUGH 4 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 _____, 20____.

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: _____

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

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

DATED THIS ____ DAY OF _____, 20____.

MARK MOSSNER, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN }

ON _____, 20____, BEFORE ME, _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/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 _____, 20____, BEFORE ME, _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

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

CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 4015, RIVER ISLANDS, STAGE 2A, VILLAGE W1", CITY OF LATHROP, CALIFORNIA, CONSISTING OF ELEVEN (11) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE ____ DAY OF _____, 20____, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____, DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDATION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, WALL EASEMENTS, STORM DRAIN EASEMENT, PARCELS A AND B, AND THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 4, 5, 22, 23, 27, 28, 34, 35, 42 AND 43 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL //, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREETS, AVENUES AND WAYS AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF APPLICABLE, HAVE BEEN APPROVED BY THE CITY COUNCIL OF LATHROP AND FILED IN MY OFFICE.

TERESA VARGAS
CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

RECORDER'S STATEMENT

FILED THIS ____ DAY OF _____, 20____, AT _____, M.
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FEE: \$ _____

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

BY: _____
ASSISTANT/DEPUTY RECORDER

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

TRACT 4015
RIVER ISLANDS - STAGE 2A
VILLAGE W1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 9 OF LLA-19-99,
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2019



NOTES

1. RIGHT TO FARM STATEMENT:
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPREDAATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
2. A SOILS REPORT ENTITLED "GEOTECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA", REFERENCED AS PROJECT NO. 5044.5.001.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENGEO, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
3. TRACT 4015, RIVER ISLANDS, STAGE 2A, VILLAGE W1, CONTAINS 44 RESIDENTIAL LOTS, AND TWO LETTERED PARCELS, CONTAINING 11.761 ACRES, MORE OR LESS, INCLUDING ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP; AND PARCELS 1 THROUGH 4 CONTAINING 9.458 ACRES, MORE OR LESS, ALL AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW):

TRACT 4015 AREA SUMMARY	
LOTS 1 THROUGH 44	5.387 AC±
PARCELS A AND B	0.620 AC±
PARCELS 1 THROUGH 4	9.458 AC±
STREET DEDICATIONS	5.754 AC±
TOTAL	21.219 AC±

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1614021455-KB (VERSION 2), DATED JULY 12, 2019, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

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 2005-171284, S.J.C.R. (35 SURVEYS 142)
- (R2) TRACT 3908, RIVER ISLANDS, STAGE 2A LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 52, S.J.C.R. (43 M&P 52)
- (R3) TRACT 3991, RIVER ISLANDS, STAGE 2A, VILLAGE V, FILED DECEMBER 21, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 66, S.J.C.R. (43 M&P 66)
- (R4) NOTICE OF LOT LINE ADJUSTMENT LLA-19-99, RECORDED _____, 201____, AS DOCUMENT NUMBER _____, S.J.C.R.
- (R5) GRANT DEED TO RIVER ISLANDS DEVELOPMENT, LLC, RECORDED _____, 201____, AS DOCUMENT NUMBER _____, S.J.C.R.

SIGNATURE OMISSIONS

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

1. RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-046177, S.J.C.R.
2. STAGE 2A LEVEE EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT 2052 RECORDED MAY 31, 2018, AS DOCUMENT NUMBER 2018-060092, S.J.C.R.

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY RIVER ISLANDS DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, 73 WEST STEWART ROAD, LATHROP, CALIFORNIA, AS FOLLOWS:

PARCELS A AND B; FOR PURPOSES OF LANDSCAPE OPEN SPACE INCLUDING PUBLIC UTILITIES AND STORM DRAIN FACILITIES, AND PEDESTRIAN INGRESS AND EGRESS.

THE CITY OF LATHROP SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY MAKES A DETERMINATION THAT PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THE SAME PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

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 4015, RIVER ISLANDS, STAGE 2A, VILLAGE W1", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP NO. 3694, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 20____.

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



CITY SURVEYOR'S STATEMENT

I, LAWRENCE GOSSETT, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4015, RIVER ISLANDS, STAGE 2A, VILLAGE W1", 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 _____, 20____.

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 JUNE 21, 2019. I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 20____.

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



A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 9 OF LLA-19-99,
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2019

0' 50' 100' 200'

SCALE: 1" = 100'

TRACT 3089
VILLAGE U
(43 M&P 64)

 MONUMENT PER (R2)
 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R2) AND (R3), RESPECTIVELY, UNLESS OTHERWISE NOTED
 MONUMENT PER (R3)
 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R3)

200.00' (R1)	MEASURED AND RECORD DATA PER REFERENCE (R1)
(R1)	DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
(M-M)	MONUMENT TO MONUMENT
(M-CL INTX)	MONUMENT TO CENTERLINE INTERSECTION
(R)	RADIAL BEARING
(T)	TOTAL
(B)	BOUNDARY
DN	DOCUMENT NUMBER
S.J.C.R.	SAN JOAQUIN COUNTY OFFICIAL RECORDS
LI/CI/R1	LINE, CURVE AND RADIAL LINE NUMBER - REFER TO SHEET 4 FOR LINE, CURVE AND RADIAL LINE TABLES
①	EASEMENT REFERENCE NUMBER - SEE THIS SHEET
①	DENOTES 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET PER (R3)
②	DENOTES 5/8" REBAR WITH CAP "PLS 7788" PER (R3)

① STAGE 2A LEVEE EASEMENT IN FAVOR OF ISLAND
RECLAMATION DISTRICT 2062 PER DN 2018-060092, S.J.C.R.

1. SEE SHEET 2 FOR MAP REFERENCES AND ADDITIONAL NOTES.
2. SEE SHEET 4 FOR THE LINE AND CURVE TABLES FOR SHEETS 3 AND 4 ONLY.

THE BEARING OF NORTH 29°32'00" WEST BETWEEN FOUND MONUMENTS ALONG RIVER ISLANDS PARKWAY AS SHOWN ON TRACT 3908, RIVER ISLANDS, STAGE 2A, LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 52, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

LINE TABLES FOR COURSES SHOWN ON SHEETS 3 AND 4 ONLY

LINE TABLE			LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	N33°52'43"E	30.00'	L21	N85°59'54"W	35.71'	L41	N29°32'00"W	74.00'
L2	N60°28'00"E	93.00'	L22	N47°30'03"E	60.04'	L42	N74°32'00"W	42.43'
L3	N15°28'00"E	42.43'	L23	N51°03'16"E	208.14'	L43	N29°32'00"W	113.52'
L4	N101°11'37"W	41.73'	L24	N48°42'31"E	65.00'	L44	N29°50'31"W	53.47'
L5	N33°52'43"E	87.84'	L25	N50°30'25"E	90.37'	L45	N48°25'54"E	55.60'
L6	N30°03'53"E	157.82'	L26	N56°49'58"E	16.67'	L46	N26°59'46"W	209.19'
L7	N54°05'17"W	93.48'	L27	N29°50'31"W	44.80'	L47	N26°59'46"W	336.58'
L8	N52°26'32"W	65.00'	L28	N19°36'04"W	125.56'	L48	N29°50'31"W	8.67'
L9	N50°54'51"W	65.00'	L29	N21°08'12"W	69.18'	L49	N3°58'47"E	35.02'
L10	N49°23'09"W	65.00'	L30	N26°59'46"W	124.24'	L50	N30°03'53"E	165.37'
L11	N47°51'27"W	65.00'	L31	N26°59'46"W	127.39'	L51	N54°05'17"W	11.51'
L12	N46°19'46"W	65.00'	L32	N75°16'08"E	65.85'	L52	N33°52'43"E	38.92'
L13	N44°48'04"W	65.00'	L33	N75°19'59"E	72.35'	L53	N2°48'17"E	35.74'
L14	N43°09'19"W	75.00'	L34	N76°48'00"E	97.08'			
L15	N46°25'54"E	75.58'	L35	N68°24'43"E	50.15'			
L16	N41°34'06"W	60.00'	L36	N60°28'00"E	233.52'			
L17	N85°56'28"W	35.74'	L37	N29°32'00"W	41.00'			
L18	N47°24'34"E	60.05'	L38	N60°28'00"E	60.00'			
L19	N4°01'57"E	34.98'	L39	N60°28'00"E	152.00'			
L20	N48°25'54"E	142.03'	L40	N60°28'00"E	85.55'			

CURVE TABLES FOR COURSES SHOWN ON SHEETS 3 AND 4 ONLY

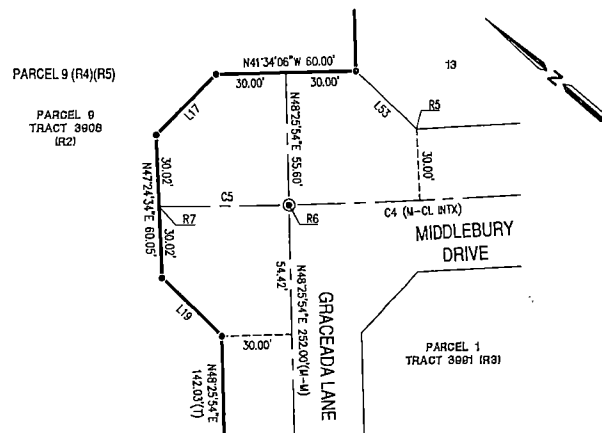
CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	53.00	91°54'51"	85.03'
C2	2100.00	1°51'20"	68.00'
C3	2100.00	24°43'57"	906.50'
C4	2568.00	14°33'11"	652.27'
C5	2568.00	17°3'39"	55.02'
C6	2820.00	1°07'04"	55.02'
C7	2850.00	1°31'36"	75.94'
C8	1095.00	5°07'02"	97.80'
C9	50.00	46°15'54"	40.37'
C10	1095.00	3°04'05"	58.63'
C11	50.00	67°26'34"	58.85'
C12	1451.00	42°1'03"	110.18'
C13	50.00	71°28'24"	62.37'
C14	55.00	90°00'00"	86.39'
C15	87.00	15°12'13"	23.09'
C16	113.00	15°12'13"	29.98'
C17	2198.00	1°55'02"	73.55'
C18	980.00	2°53'23"	49.43'
C19	87.00	23°15'22"	35.31'
C20	73.00	72°45'14"	92.69'

RADIAL LINE TABLES FOR COURSES SHOWN ON SHEETS 3 AND 4 ONLY

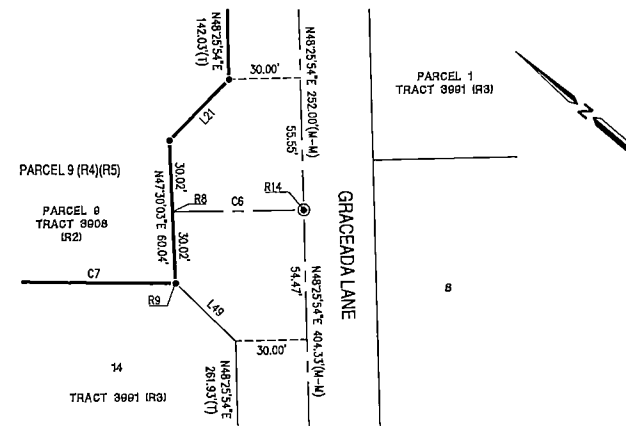
RADIAL LINE TABLE	
LINE	DIRECTION
R1	N33°52'43"E
R2	N35°44'03"E
R3	N33°52'43"E
R4	N35°47'34"E
R5	N47°10'39"E
R6	N48°25'54"E
R7	N49°39'33"E
R8	N49°32'58"E
R9	N49°31'40"E
R10	N51°03'16"E
R11	N44°44'13"W
R12	N29°32'00"W
R13	N181°18'44"W
R14	N48°25'54"E
R15	N62°04'31"E

TRACT 4015 RIVER ISLANDS - STAGE 2A VILLAGE W1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 9 OF LLA-19-99,
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2019



DETAIL A
NOT TO SCALE
(FROM SHEET 3)

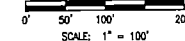


DETAIL B
NOT TO SCALE
(FROM SHEET 3)

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 9 OF LLA-19-99,
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2019

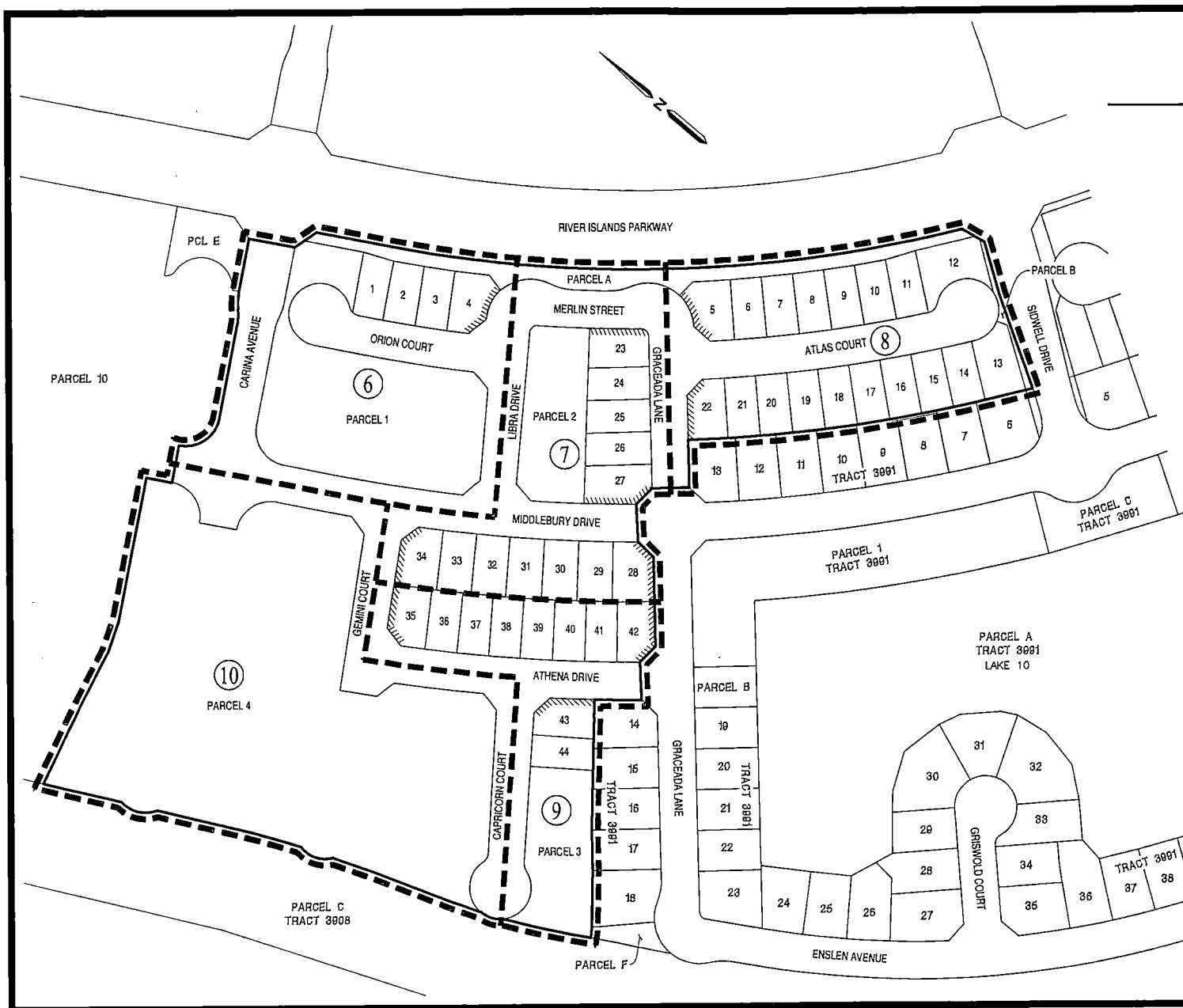


O'DELL
ENGINEERING



LEGEND

	BOUNDARY
	LOT LINE
	SHEET NUMBER
	RESTRICTED ACCESS
	SHEET LIMIT LINE



TRACT 4015 RIVER ISLANDS - STAGE 2A VILLAGE W1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 9 OF LLA-19-99,
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2019

O'DELL
ENGINEERING

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

LEGEND

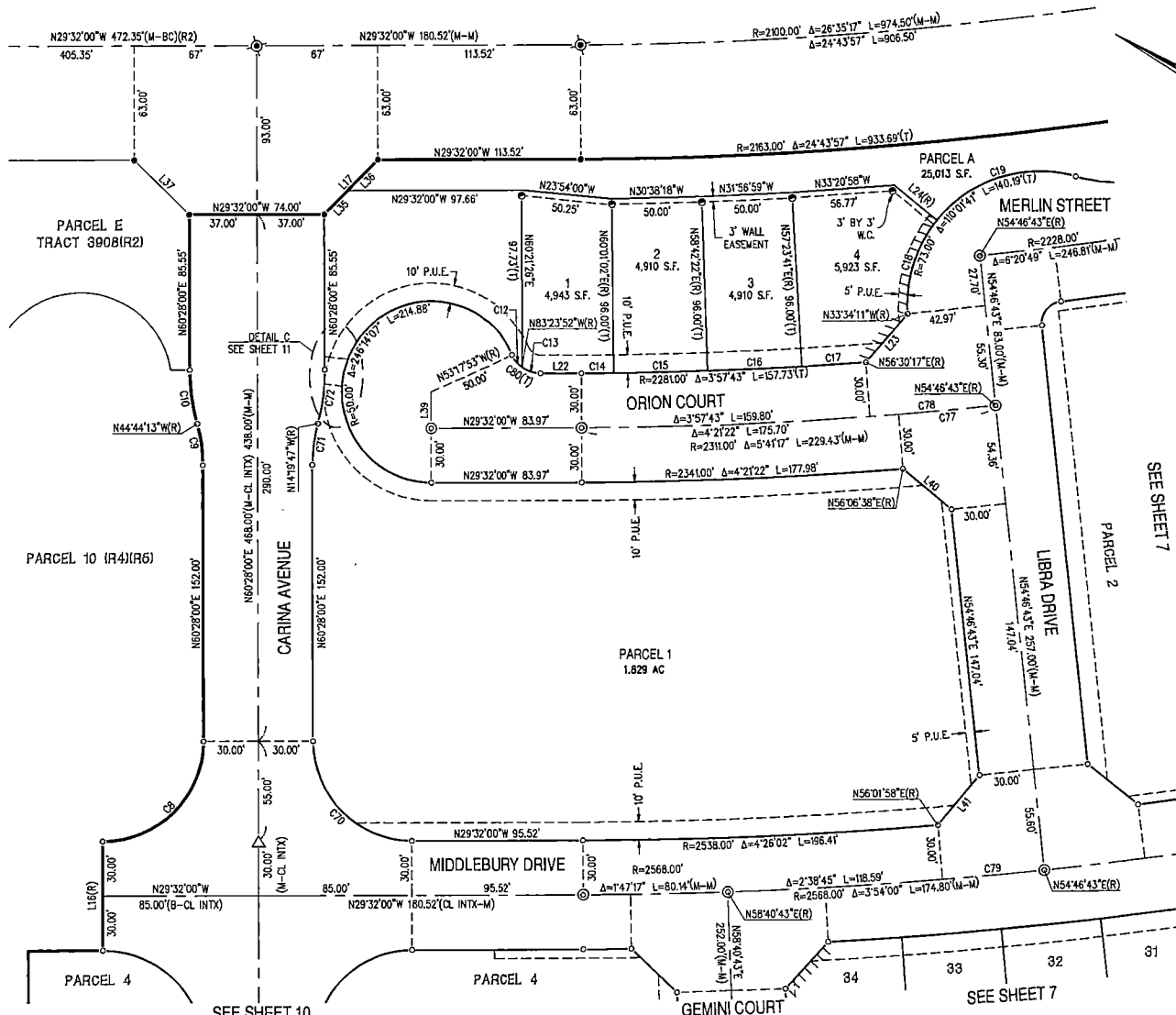
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊠ MONUMENT PER (R2)
- ⊙ MONUMENT PER (R3)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- △ SET 2-1/2" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ▲ 2-1/2" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R3)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R2) AND (R3), RESPECTIVELY, UNLESS OTHERWISE NOTED
- SET 3.00" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- 200.00(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-B) MONUMENT TO BOUNDARY
- (M-CL INT) MONUMENT TO CENTERLINE INTERSECTION
- (M-M) MONUMENT TO MONUMENT
- (T) TOTAL
- (B) BOUNDARY
- P.U.E. PUBLIC UTILITY EASEMENT
- S.D.E. STORM DRAIN EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- CENTERLINE
- //// RESTRICTED ACCESS
- ① 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET PER (R3)
- ② 5/8" REBAR WITH CAP "PLS 7788" PER (R3)
- ③ EASEMENT REFERENCE NUMBER - SEE SHEET 3

NOTES

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

SHEET 6 OF 11

RIVER ISLANDS PARKWAY



TRACT 4015 RIVER ISLANDS - STAGE 2A VILLAGE W1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 9 OF LLA-19-99,
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2019

O'DELL
ENGINEERING

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

LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊗ MONUMENT PER (R2)
- ⊙ MONUMENT PER (R3)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- △ SET 2-1/2" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ▲ 2-1/2" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R3)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R2) AND (R3), RESPECTIVELY, UNLESS OTHERWISE NOTED
- ⊙ SET 3.00' WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2
- (M-B) MONUMENT TO BOUNDARY
- (M-CL INT) MONUMENT TO CENTERLINE INTERSECTION
- (M-W) MONUMENT TO MONUMENT
- (T) TOTAL
- (B) BOUNDARY
- P.U.E. PUBLIC UTILITY EASEMENT
- S.D.E. STORM DRAIN EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- CENTERLINE
- RESTRICTED ACCESS
- ① 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET PER (R3)
- ② 5/8" REBAR WITH CAP "PLS 7788" PER (R3)
- ③ EASEMENT REFERENCE NUMBER - SEE SHEET 3

NOTES

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

SHEET 7 OF 11

TRACT 4015 RIVER ISLANDS - STAGE 2A VILLAGE W1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 9 OF LL-19-39,
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2019

O'DELL
ENGINEERING

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

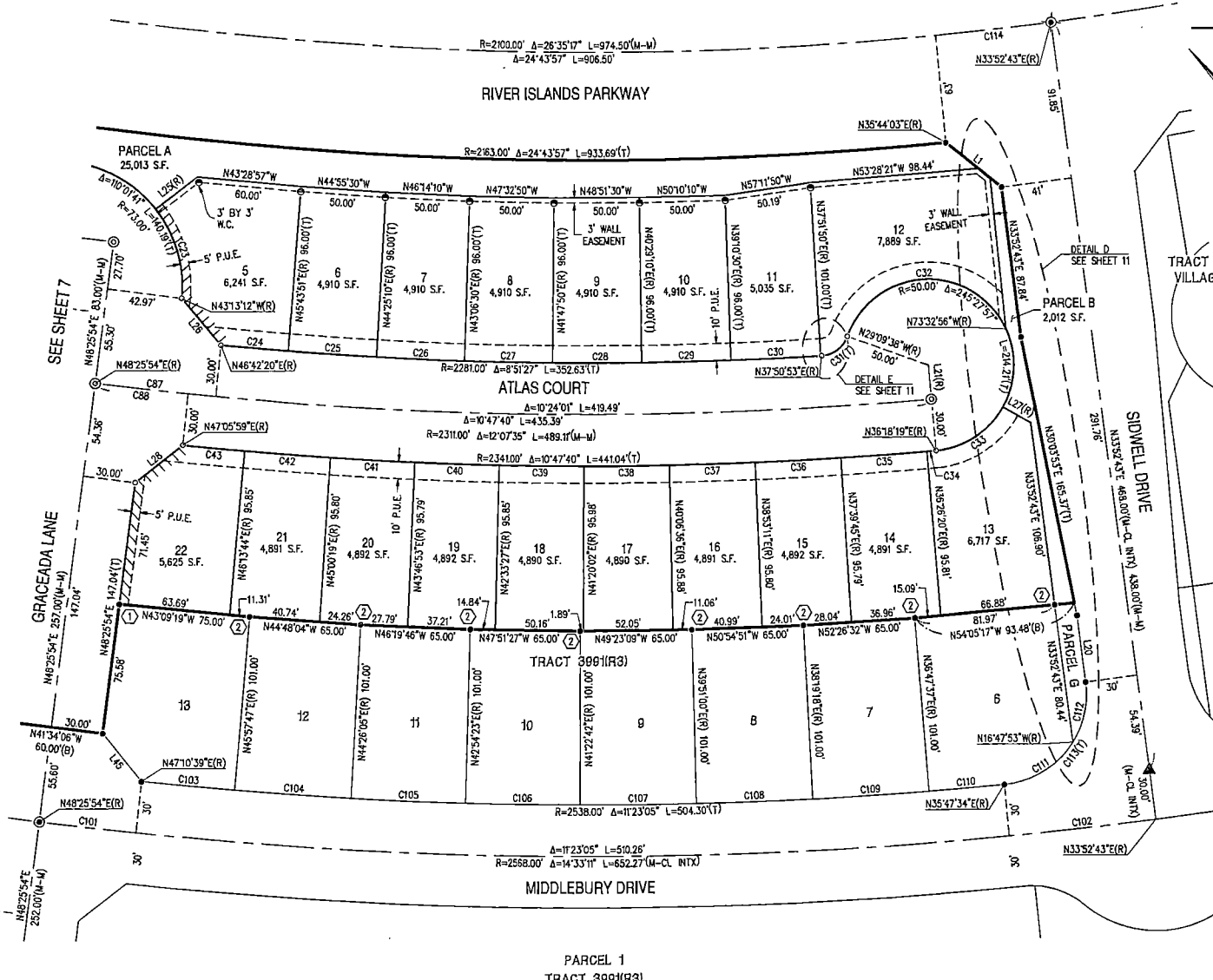
LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT PER (R2)
- ⊙ MONUMENT PER (R3)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- △ SET 2-1/2" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ▲ 2-1/2" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R3)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R2) AND (R3), RESPECTIVELY, UNLESS OTHERWISE NOTED
- SET 3.00' WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2
- (M-B) MONUMENT TO BOUNDARY
- (M-CL INT) MONUMENT TO CENTERLINE INTERSECTION
- (M-W) MONUMENT TO MONUMENT
- (T) TOTAL
- (B) BOUNDARY
- P.U.E. PUBLIC UTILITY EASEMENT
- S.D.E. STORM DRAIN EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- - - EASEMENT LINE
- - - CENTERLINE
- /// RESTRICTED ACCESS
- ① 1.17" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
- ② 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
- ③ SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
- ④ SEE SHEET 3 FOR EXISTING EASEMENTS AND BASIS OF BEARINGS.
- ⑤ SEE SHEET 11 FOR LINE AND CURVE TABLES.

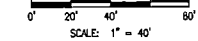
NOTES

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

SHEET 8 OF 11



A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 9 OF LLA-19-99,
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2019



- ③ SET STANDARD QTY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ④ MONUMENT PER (R2)
- ④ MONUMENT PER (R3)
 - SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- △ SET 2-1/2" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ▲ 2-1/2" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R3)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R2) AND (R3), RESPECTIVELY, UNLESS OTHERWISE NOTED
- SET 3.00' WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED, 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788"

(R1) DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2

(M-8) MONUMENT TO BOUNDARY

(M-CL INT) MONUMENT TO CENTERLINE INTERSECTION

(M-M) MONUMENT TO MONUMENT

(M-M) MONUMENT TO MONUMENT
(M) TREM

(T)	TOTAL
(D)	BOUNDARY

(B)	BOUNDARY
END	BOUNDARY

P.U.E. PUBLIC UTILITY EASEMENT

S.D.E. STORM DRAIN EASEMENT

———— LOT LINE

———— RIGHT-OF-WAY LINE

_____ BOUNDARY

----- EASEMENT LINE

— — — CENTERLINE

RESTRICTED ACCESS

RECEIVED

1.17* BRASS DISK STAMPED "PLS 7788"
ON A FOOT OFFSET RPD (RT)

ON 1 FOOT OFFSET PER (R3)

② 5/8" REBAR WITH CAP PLS 7788 PER (R3)

① EASEMENT REFERENCE NUMBER - SEE SHEET 3

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

TRACT 4015 RIVER ISLANDS - STAGE 2A VILLAGE W1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 9 OF LLA-19-89,
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2019

O'DELL
ENGINEERING

0' 25' 50' 100'
SCALE: 1" = 50'

LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊗ MONUMENT PER (R2)
- ⊙ MONUMENT PER (R3)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- △ SET 2-1/2" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ▲ 2-1/2" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R3)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R2) AND (R3), RESPECTIVELY, UNLESS OTHERWISE NOTED
- SET 3.00' WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED
ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE
AS NOTED. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788"

200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)

(R1) DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2

(M-B) MONUMENT TO BOUNDARY

(M-CL INT) MONUMENT TO CENTERLINE INTERSECTION

(M-M) MONUMENT TO MONUMENT

(T) TOTAL

(B) BOUNDARY

P.U.E. PUBLIC UTILITY EASEMENT

S.D.E. STORM DRAIN EASEMENT

- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- CENTERLINE
- RESTRICTED ACCESS

① 1.17" BRASS DISK STAMPED "PLS 7788"

ON 1 FOOT OFFSET PER (R3)

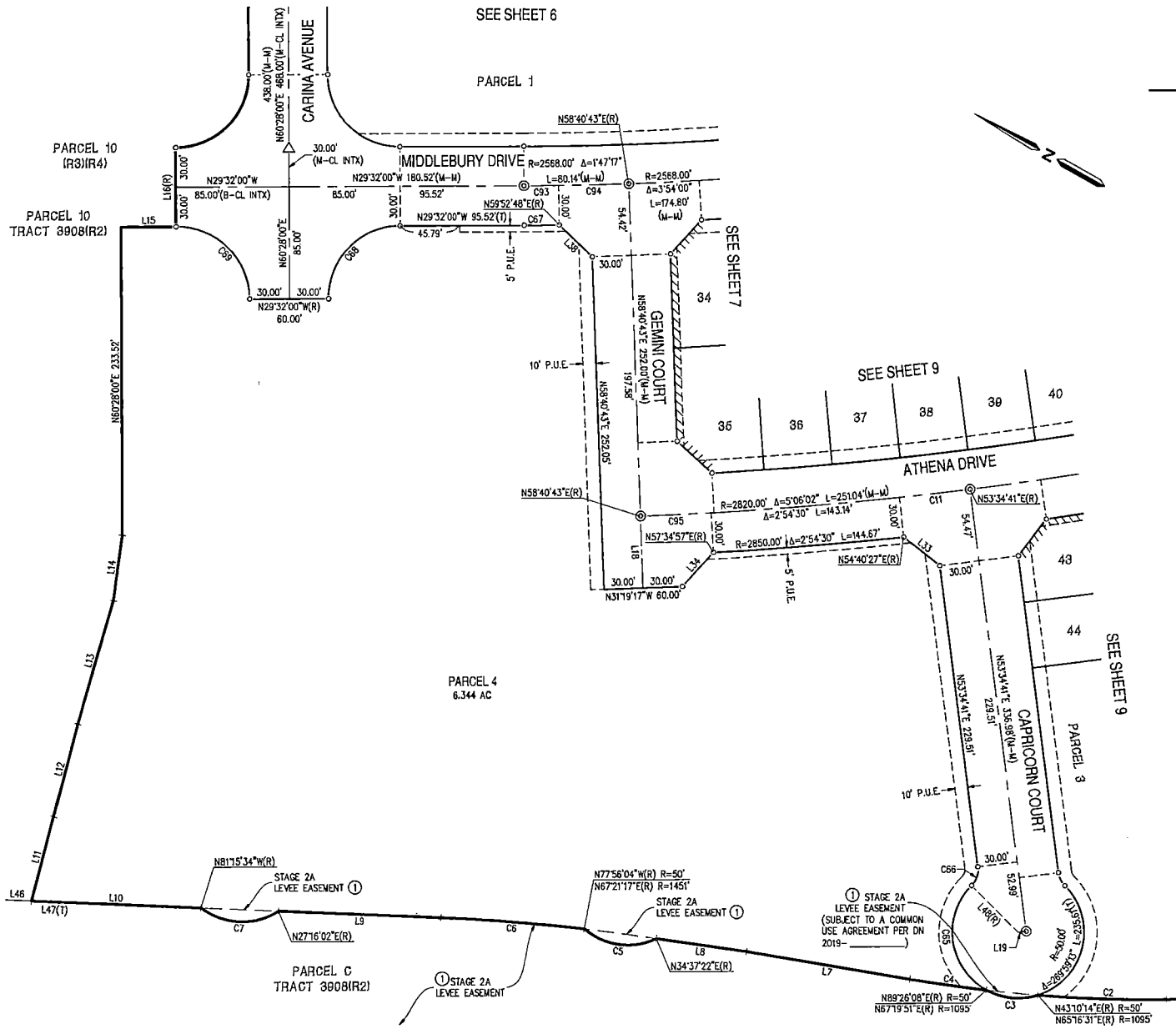
② 5/8" REBAR WITH CAP "PLS 7788" PER (R3)

③ EASEMENT REFERENCE NUMBER - SEE SHEET 3

NOTES

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

SHEET 10 OF 11



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 6 THROUGH 11 ONLY

LINE	TABLE	DIRECTION	LENGTH
L1	1	N107°13'W	41.73'
L2	2	N65°56'28"W	35.74'
L3	3	N4°01'57"E	34.98'
L4	4	N65°59'38"E	35.71'
L5	5	N65°59'38"E	16.67'
L6	6	N29°50'31"W	44.80'
L7	7	N19°35'04"W	125.56'
L8	8	N21°08'12"W	68.16'
L9	9	N26°59'46"W	124.24'
L10	10	N26°59'46"W	127.39'
L11	11	N75°19'59"E	65.85'
L12	12	N75°19'59"E	72.35'
L13	13	N75°48'00"E	97.08'
L14	14	N68°24'43"E	50.15'
L15	15	N29°32'00"W	41.00'
L16	16	N60°28'00"E	60.00'
L17	17	N74°32'00"W	42.43'
L18	18	N58°40'43"E	54.47'
L19	19	N35°25'19"W	6.00'
L20	20	N33°43'57"E	38.92'
L21	21	N36°18'19"E	20.00'
L22	22	N29°32'00"W	22.65'
L23	23	N79°31'57"W	35.38'
L24	24	N9°51'59"E	30.40'
L25	25	N68°39'22"W	30.40'

LINE	TABLE	DIRECTION	LENGTH
L26	26	N1°44'34"E	35.36'
L27	27	N19°28'41"W	18.55'
L28	28	N67°40'31"W	34.96'
L29	29	N75°55'07"W	34.96'
L30	30	N13°06'31"E	35.71'
L31	31	N81°58'12"W	35.02'
L32	32	N9°09'06"E	35.74'
L33	33	N8°07'34"E	35.02'
L34	34	N75°52'10"W	18.36'
L35	35	N74°32'00"W	24.04'
L36	36	N74°32'00"W	42.43'
L37	37	N15°28'00"E	42.43'
L38	38	N14°6'45"E	34.98'
L39	39	N60°28'00"E	20.00'
L40	40	N10°26'41"E	34.94'
L41	41	N79°35'40"W	35.74'
L42	42	N35°47'7"E	35.02'
L43	43	N29°50'31"W	54.47'
L44	44	N29°50'31"W	8.67'
L45	45	N2°48'17"E	35.74'
L46	46	N29°59'46"W	209.19'
L47	47	N29°59'46"W	336.58'
L48	48	N15°50'53"E	50.00'

CURVE	RADIUS	DELTA	LENGTH
C1	2850.00	131°36'	75.94'
C2	1055.00	507°02'	97.80'
C3	50.00	46°15'34"	40.37'
C4	1055.00	31°40'57"	56.63'
C5	50.00	67°28'34"	56.85'
C6	1461.00	421°03'	110.18'
C7	50.00	71°28'24"	62.37'
C8	55.00	90°00'00"	86.30'
C9	87.00	157°13'	29.95'
C10	11.00	157°13'	29.95'
C11	2850.00	105°46'	53.95'
C12	17.00	300°55'	8.93'
C13	17.00	300°55'	10.72'
C14	2281.00	0°26'58"	17.89'
C15	2281.00	1°18'40"	52.20'
C16	2281.00	0°35'24"	35.43'
C17	2281.00	1°18'41"	52.21'
C18	71.00	43°35'10"	55.34'
C19	71.00	86°35'31"	84.84'
C20	87.00	240°55'	35.59'
C21	2198.00	1°30'31"	51.87'
C22	87.00	240°55'	35.59'
C23	71.00	43°35'10"	55.34'
C24	2281.00	0°35'24"	35.43'
C25	2281.00	1°18'41"	52.21'
C26	2281.00	1°18'40"	52.20'
C27	2281.00	1°18'40"	52.20'
C28	2281.00	1°18'40"	52.20'
C29	2281.00	1°18'40"	52.20'
C30	2281.00	1°18'40"	52.20'
C31	17.00	67°03'31"	18.88'
C32	50.00	135°56'42"	118.34'
C33	50.00	55°47'00"	48.68'
C34	2341.00	0°08'07"	54.65'
C35	2341.00	1°13'25"	49.99'
C36	2341.00	1°13'25"	50.01'
C37	2341.00	1°13'25"	49.99'
C38	2341.00	1°13'25"	50.01'
C39	2341.00	1°13'25"	49.99'
C40	2341.00	1°13'25"	50.01'

CURVE	RADIUS	DELTA	LENGTH
C41	2341.00	1°13'25"	50.01'
C42	2341.00	1°13'25"	49.99'
C43	2341.00	0°51'15"	35.58'
C44	2258.00	2°08'42"	83.22'
C45	12.00	88°55'23"	18.63'
C46	2538.00	1°55'04"	84.95'
C47	2598.00	0°55'06"	40.13'
C48	2598.00	1°12'47"	55.00'
C49	2598.00	1°12'47"	55.00'
C50	2598.00	1°12'47"	55.00'
C51	2598.00	1°12'47"	55.00'
C52	2598.00	1°12'47"	55.00'
C53	2598.00	0°55'37"	40.22'
C54	2790.00	0°48'44"	39.55'
C55	2790.00	1°03'46"	51.78'
C56	2790.00	1°03'46"	51.79'
C57	2790.00	1°03'46"	51.78'
C58	2790.00	1°03'46"	51.78'
C59	2790.00	1°03'46"	51.78'
C60	2790.00	1°03'46"	51.78'
C61	2790.00	0°46'25"	37.71'
C62	2790.00	1°25'39"	71.01'
C63	17.00	37°43'01"	11.19'
C64	50.00	1°17'18'34"	102.37'
C65	50.00	1°05'24'45"	92.86'
C66	17.00	52°16'12"	15.51'
C67	2598.00	0°55'12"	26.80'
C68	55.00	90°00'00"	86.39'
C69	55.00	90°00'00"	86.39'
C70	55.00	90°00'00"	86.39'
C71	81.00	157°13'	23.09'
C72	113.00	157°13'	29.96'
C73	2538.00	1°55'15"	85.09'
C74	12.00	88°55'23"	18.63'
C75	2258.00	2°08'42"	83.22'
C76	50.00	54°04'15"	47.18'
C77	2311.00	1°19'55"	53.72'
C78	2311.00	1°19'55"	69.62'
C79	2568.00	1°15'15"	56.21'
C80	17.00	86°14'07"	19.65'

CURVE	RADIUS	DELTA	LENGTH
C81	2568.00	1°12'06"	53.86'
C82	2568.00	1°15'15"	56.21'
C83	2568.00	1°13'39"	55.02'
C84	2228.00	1°03'37"	41.23'
C85	2228.00	1°03'37"	41.23'
C86	71.00	86°35'31"	84.84'
C87	2311.00	1°19'55"	69.62'
C88	2311.00	1°19'55"	53.72'
C89	2281.00	0°00'57"	0.63'
C90	2281.00	1°08'24"	56.11'
C91	2281.00	1°05'46"	53.95'
C92	2281.00	1°07'04"	55.01'
C93	2568.00	0°55'12"	26.79'
C94	2568.00	1°12'05"	53.85'
C95	2281.00	1°05'46"	53.95'
C96	2198.00	1°35'02"	73.55'
C97	88.00	233°32'	48.43'
C98	87.00	231°52'	35.31'
C99	71.00	86°35'31"	84.84'
C100	71.00	46°35'51"	56.21'
C101	2568.00	1°15'15"	56.21'
C102	2568.00	1°15'15"	56.21'
C103	2538.00	1°12'52"	53.80'
C104	2538.00	1°13'42"	67.70'
C105	2538.00	1°13'42"	67.70'
C106	2538.00	1°13'42"	67.70'
C107	2538.00	1°13'42"	67.70'
C108	2538.00	1°13'42"	67.70'
C109	2538.00	1°13'42"	67.70'
C110	2538.00	1°13'42"	67.70'
C111	53.00	52°55'27"	44.33'
C112	53.00	52°55'27"	44.33'
C113	53.00	91°54'51"	85.03'
C114	2100.00	1°15'07"	68.00'
C115	113.00	35°45'	7.78'

NOTES
1. SEE SHEET 10 FOR LEGEND
2. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCE.

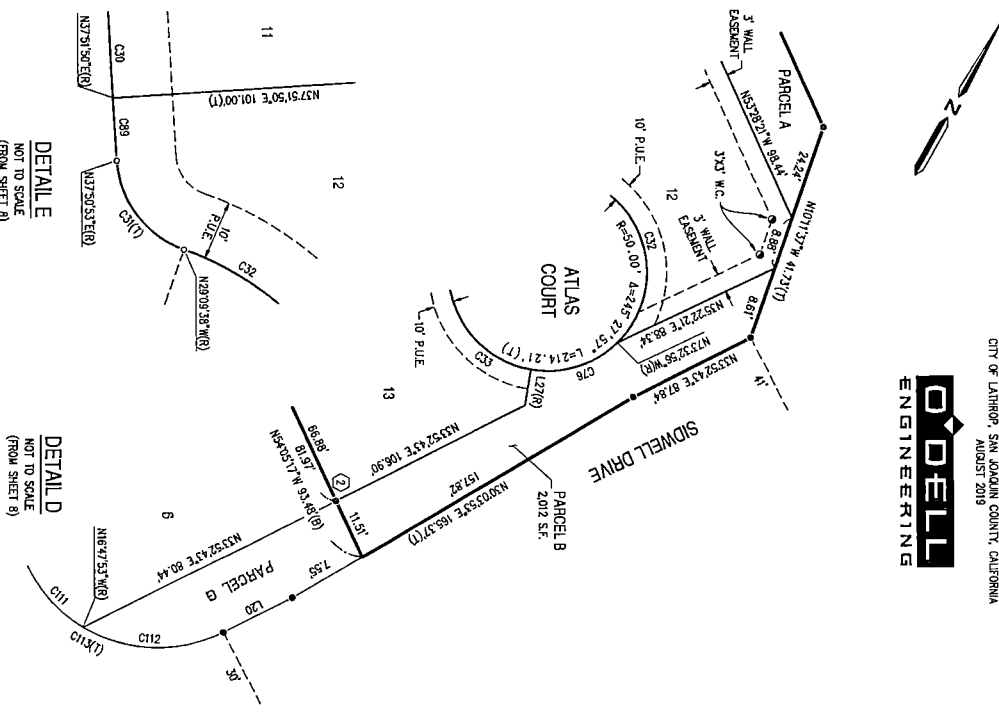


EXHIBIT B

TRACT 4015 AND VILLAGE W AREA

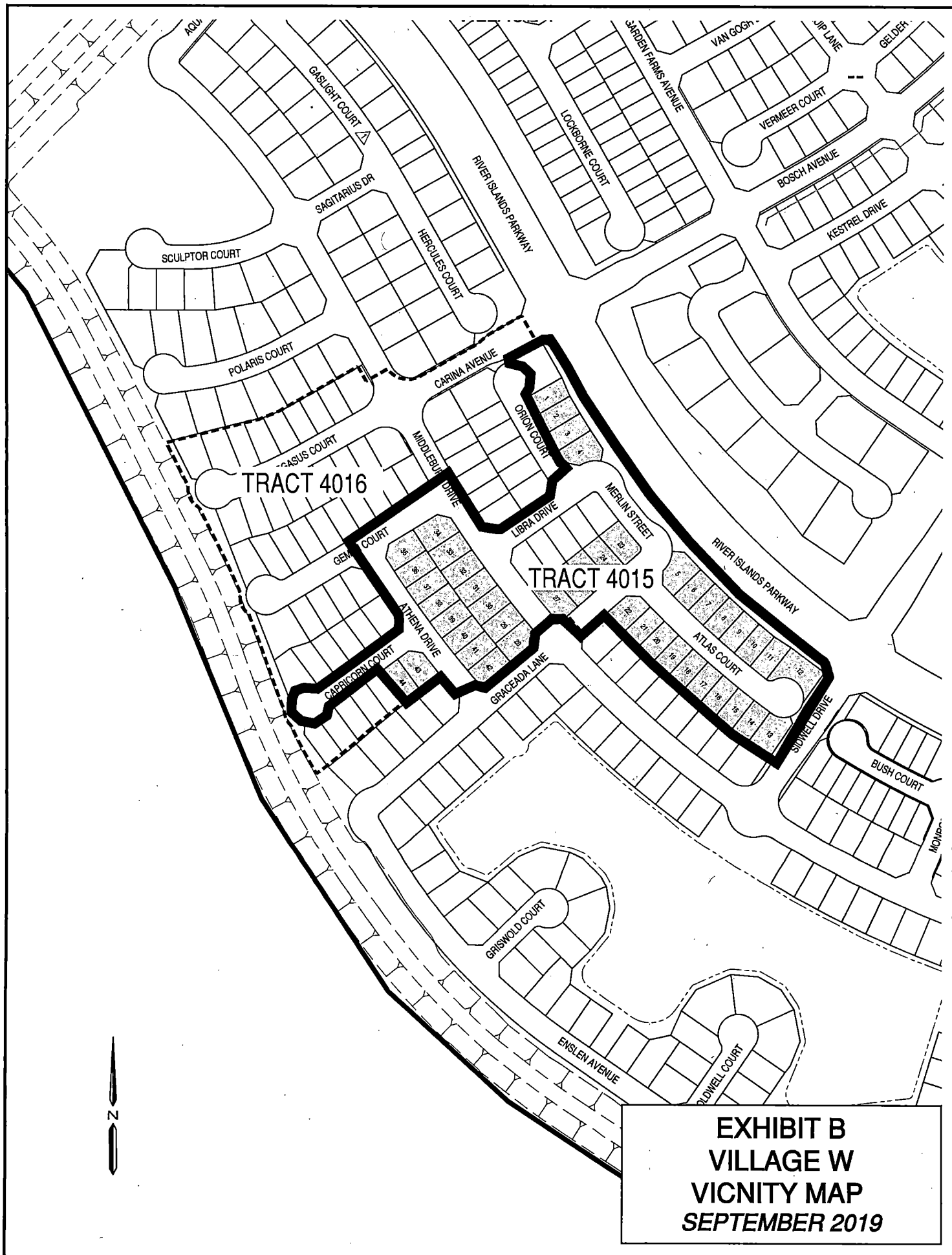


EXHIBIT C

CITY INSURANCE REQUIREMENTS

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

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

- a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.
- b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.
- c. Include a statement that, "the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.
- d. The policy must contain a cross liability or severability of interest clause.
- e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
08/23/2019

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

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

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

COVERAGES**CERTIFICATE NUMBER:** W12373312**REVISION NUMBER:**

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

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

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

RE: RIVER ISLANDS - STAGE 2A TRACT 4015 VILLAGE W1

The City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents as additional insured as respects the general liability policy. The insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its 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

CERTIFICATE HOLDER**CANCELLATION**

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

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 18423282

BATCH: 1338901

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

insurance afforded to the named insured by this policy and shall not contribute to any loss as respects the insureds operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY

USIC VEN 016 11 10 07

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

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

This endorsement modifies insurance provided under the following:

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

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

Section IV: Commercial General Liability Conditions

4. Other Insurance:

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

The Third Party to whom this endorsement applies is:

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

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

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

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

USIC VEN 078 03 11 07

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

THIRD PARTY CANCELLATION NOTICE

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

This endorsement modifies Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

<u>Name and Address of Other Person/Organization</u>	<u>Number of Days Notice</u>
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	30 Days

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

EXHIBIT D
COHEN/PARADISE/STEWART REHABILITATION MAP

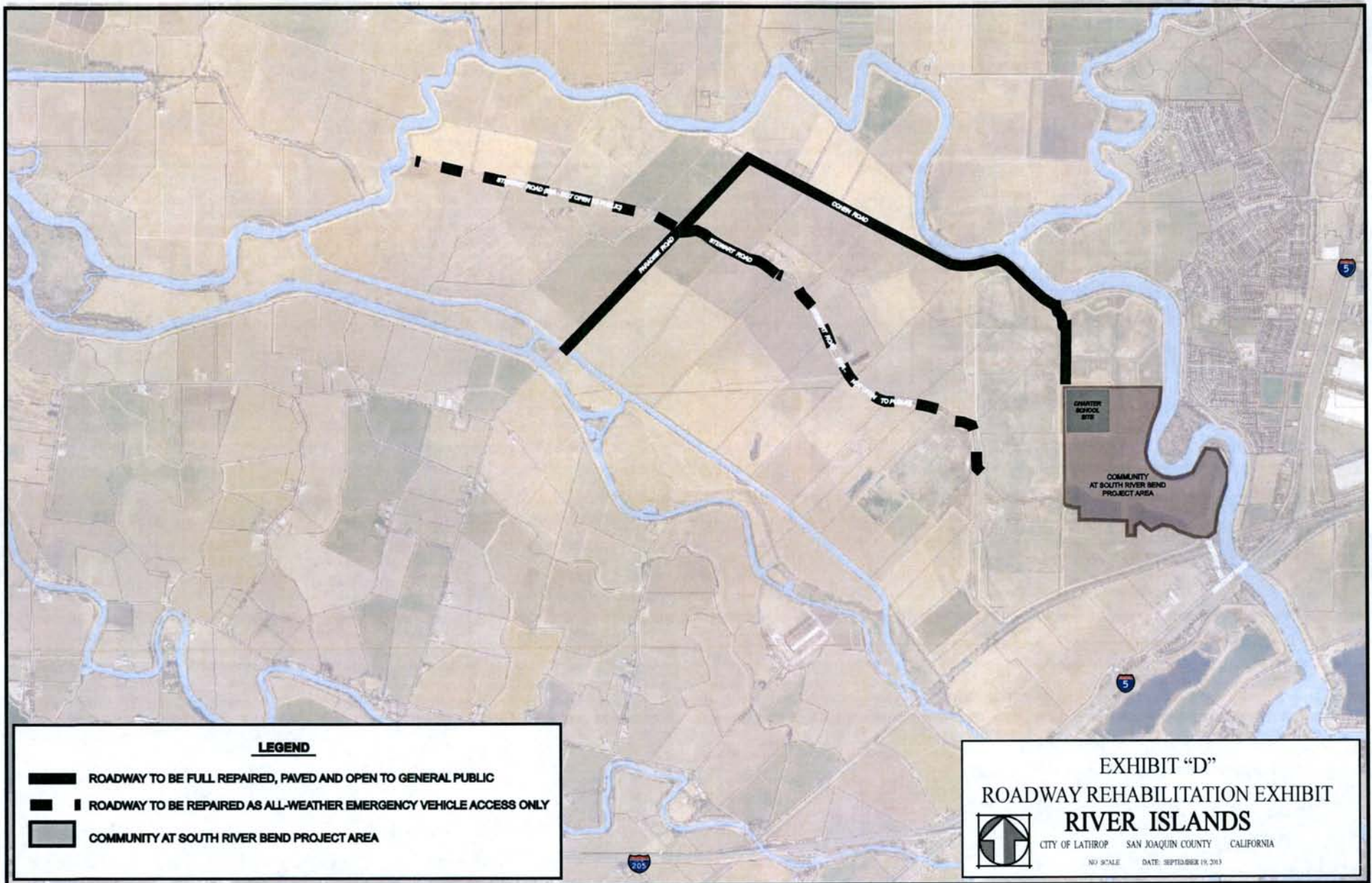


EXHIBIT E
UNFINISHED IMPROVEMENT COST ESTIMATE

ENGINEER'S BOND ESTIMATE

COST TO COMPLETE

RIVER ISLANDS - STAGE 2A

VILLAGE W (106 LOTS)

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

August 21, 2019

Job No.: 25502-97

Item	Description	Quantity	Unit	Unit Price	Amount
1	Survey Mounments <i>(0% Completion)</i>	1	LS	\$ 6,300.00	\$ 6,300.00
2	Signing and Striping <i>(0% Completion)</i>	1	LS	\$ 21,100.00	\$ 21,100.00
TOTAL COST TO COMPLETE					\$ 27,400.00



OPINION OF PROBABLE COST

River Islands (Stage 2A) - Village W

Lathrop, CA

90% Submittal

12/6/2018

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
A. Site Preparation				
1 Site Grading (Fine)	SF	13,741	\$0.50	\$6,870.50
SUB-TOTAL				\$6,870.50
B. Flatwork / Surfacing / Walls				
1 Cobbles/Boulders	SF	724	\$2.20	\$1,592.80
2 12" Concrete Mow Curb	LF	103	\$12.00	\$1,236.00
3 Wood Perimeter Fence	LF	360	\$32.00	\$11,520.00
4 Permaloc Edging	LF	35	\$10.00	\$350.00
5 Natural colored 6" Conc. Flatwork	SF	178	\$6.00	\$1,068.00
SUB-TOTAL				\$15,766.80
C. Planting				
1 1 Gallon Shrubs	EA	1,310	\$8.25	\$10,807.50
2 15 Gallon Trees	EA	45	\$120.00	\$5,400.00
3 Soil Prep	SF	12,839	\$0.30	\$3,851.70
4 Bark	SF	12,839	\$0.25	\$3,209.75
5 Root Barrier	LF	1,156	\$6.00	\$6,936.00
SUB-TOTAL				\$30,204.95
D. Irrigation Controls & Distribution				
1 18" o.c. In-line Drip Tubing Irrigation System	LF	9,666		
2 Flush cap & Valve Box	EA	28		
3 Operation Indicator	EA	28		
4 Tree RWS System	EA	90		
5 Sch 40 Ball Valve	EA	13		
6 QF Header (10-18/10-12)	LF	106		
7 3/4" Lateral Line	LF	2,203		
8 1" Lateral Line	LF	100		
9 1-1/4" Lateral Line	LF	120		
10 2-1/2" Main Line	LF	587		
11 2-1/2" Main Line	LF	587		
12 1" conduit for control wires	LF	575		
13 14-2 Maxi-Cable	LF	647		
14 1" Valves, Boxes & Decoders	EA	2		
15 1" Valves/Filter, Boxes & Decoders	EA	7		
16 1-1/2" Valves/Filter, Boxes & Decoders	EA	1		
17 3/4" Quick Couplers	EA	5		
Irrigation Sub-Total	SF	12,839	\$2.02	\$25,934.78
SUB-TOTAL				\$25,934.78
TOTAL				\$78,777.03
10% Contingency				\$7,877.70

Construction Total \$86,654.73

Original Budget (2018-06-20)	
\$97,680	
Red=over budget / Green=under budget	
Parcel A113:	\$17,040.00
A112	\$19,840.00
Medians	\$26,800.00
Parkway Strip	\$34,000.00
Total:	\$97,680.00
\$11,025	

NOTES:

1. _____

Items not included as a part of this estimate:

A. Permits

B. Utility Fees

C. City fees, bond fees

D. Engineering/design fees

E. Soils engineering cost

F. Erosion control & siltation cost, SWPPP

G. Landscaping Fees

H. Joint trench

I. Easement acquisitions

J. Power Pole Relocation

2.

This is a preliminary estimate only and not to be used as a bidding quantity sheet

EXHIBIT F

VILLAGE W IMPROVEMENTS ENGINEER'S ESTIMATE

ENGINEER'S PRELIMINARY COST ESTIMATE
VILLAGE W (106 LOTS)
STAGE 2A
RIVER ISLANDS
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

March 7, 2018
Job No.: 25502-97

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	263,000	SF	\$ 0.45	\$ 118,350.00
2	3" AC Paving	81,400	SF	\$ 1.50	\$ 122,100.00
3	4.5" AC Paving	65,400	SF	\$ 2.25	\$ 147,150.00
4	6" Aggregate Base	33,000	SF	\$ 0.90	\$ 29,700.00
5	7" Aggregate Base	48,400	SF	\$ 1.05	\$ 50,820.00
6	8" Aggregate Base	65,400	SF	\$ 1.20	\$ 78,480.00
7	Vertical Curb and Gutter (with AB cushion)	2,340	LF	\$ 15.00	\$ 35,100.00
8	Rolled Curb and Gutter (with AB cushion)	5,900	LF	\$ 15.00	\$ 88,500.00
9	Concrete Sidewalk	41,100	SF	\$ 5.00	\$ 205,500.00
10	Driveway Approach	106	EA	\$ 600.00	\$ 63,600.00
11	Handicap Ramps	12	EA	\$ 2,500.00	\$ 30,000.00
12	Survey Monuments	21	EA	\$ 300.00	\$ 6,300.00
13	Traffic Striping & Signage	4,220	LF	\$ 5.00	\$ 21,100.00
14	Remove Existing Street Barricade	5	EA	\$ 500.00	\$ 2,500.00
Subtotal Street Work					\$ 999,200.00
<u>STORM DRAIN</u>					
15	Catch Basins (type A inlet)	25	EA	\$ 2,400.00	\$ 60,000.00
16	Catch Basins (type A inlet over type I manhole base)	2	EA	\$ 2,800.00	\$ 5,600.00
17	Catch Basins (type A inlet over type II manhole base)	2	EA	\$ 5,000.00	\$ 10,000.00
18	15" Storm Drain Pipe	1,510	LF	\$ 34.00	\$ 51,340.00
19	18" Storm Drain Pipe	400	LF	\$ 46.00	\$ 18,400.00
20	24" Storm Drain Pipe	480	LF	\$ 65.00	\$ 31,200.00
21	36" Storm Drain Pipe	190	LF	\$ 95.00	\$ 18,050.00
22	42" Storm Drain Pipe	400	LF	\$ 120.00	\$ 48,000.00
23	Manholes (type I)	3	EA	\$ 3,000.00	\$ 9,000.00
24	Manholes (type II)	1	EA	\$ 5,000.00	\$ 5,000.00
25	Connect to Existing	7	EA	\$ 1,700.00	\$ 11,900.00
Subtotal Storm Drain					\$ 268,490.00
<u>SANITARY SEWER</u>					
26	8" Sanitary Sewer Pipe	3,800	LF	\$ 28.00	\$ 106,400.00
27	Manholes	17	EA	\$ 4,000.00	\$ 68,000.00
28	Sewer Service	104	EA	\$ 600.00	\$ 62,400.00
29	Connect to Existing	5	EA	\$ 3,000.00	\$ 15,000.00
Subtotal Sanitary Sewer					\$ 251,800.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
30	8" Water Line <i>(including all appurtenances)</i>	3,640	LF	\$ 32.00	\$ 116,480.00
31	10" Water Line <i>(including all appurtenances)</i>	580	LF	\$ 40.00	\$ 23,200.00
32	Water Service	104	EA	\$ 2,000.00	\$ 208,000.00
33	Fire Hydrants	8	EA	\$ 4,000.00	\$ 32,000.00
34	Connect to Existing	5	EA	\$ 4,000.00	\$ 20,000.00
Subtotal Water Supply					\$ 399,680.00
<u>NON-POTABLE WATER SUPPLY</u>					
35	8" Non-Potable Water Line <i>(including all appurtenances)</i>	470	LF	\$ 35.00	\$ 16,450.00
36	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Non-Potable Water Supply					\$ 19,450.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 1,939,000.00
COST PER LOT					\$ 18,292.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

EXHIBIT G

**RIPFA LETTER OF GUARANTEE
INTERIM PUBLIC ACCESS WITHIN THE STAGE 2A DEVELOPMENT AREA
DATED MAY 4, 2017**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

73 W. STEWART ROAD

LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

May 4, 2017

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

Subject: Letter of Guarantee - Construction of Interim Public Access within the River Islands at Lathrop Stage 2A Development Area

This Letter of Guarantee is being made in lieu of a performance bond for the construction of an interim public access (public right of way) within the Stage 2A development area of the River Islands development project. River Islands Development, LLC ("RID") has requested the permanent closure of Cohen Road from Stage 1 to Paradise Road and Paradise Road from Stewart Road to the Stage 2A levee (see Exhibit "A" attached to this Letter of Guarantee). This closure would allow the construction of the Stage 2B levee system. The closure will not allow public traffic to utilize Paradise Road to access the River Islands development area while the construction of the Stage 2B levee is occurring, but still allow emergency vehicles access to the area via all-weather access roads.

RID plans to construct River Islands Parkway from its current terminus in Stage 1, through the Stage 2A development area and into Stage 2B and reconstruct Paradise Road within Stage 2B to restore public access to the project from the Tracy/Banta area. Until these roads are constructed and dedicated to the City for public use, the City is requiring security to restore public access to Paradise Road should RID fail to perform. We are providing you this Letter of Guarantee for this purpose.

The engineer's estimate as provided by O'Dell Engineering for a 28-foot-wide paved roadway, equivalent to existing Cohen Road, in the general alignment of proposed River Islands Parkway from Stage 1 to Paradise Road through Stage 2B is \$453,000 (See Exhibit "B"). The total length of this "guarantee roadway" is 6,150 linear feet. As a result, the Authority hereby agrees to set-aside funds in the amount of \$543,600, which amount is equal to 120% of the engineer's estimate, in-lieu of a performance bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including roadways.

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until August 1, 2020, or until such time that permanent roadways are

constructed and dedicated to the City to restore permanent public access to Paradise Road, whichever comes first. If the permanent roadways are not constructed, inspected and accepted by the City by August 1, 2020 and the deadline is not extended by the City in writing, no later than August 2, 2020, the Authority will cause one of the following to occur:

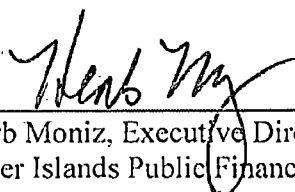
1. The Authority shall use the funds set aside in the Improvement Fund to construct a 28-foot-wide paved roadway in a new alignment, equivalent to the existing Cohen Road or, to reconstruct the existing 28-foot-wide paved Cohen and Paradise roadways in the original alignment at the City's direction. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadways necessary to restore access are constructed, inspected and operational, not to exceed December 31, 2020-.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable roadways. In such event, the City will use reasonable diligence to complete the construction of the roadways. Once permanent access has been constructed to the satisfaction of the City Engineer, and all costs related thereto have been paid, the City shall return any of the unspent funds and any investment earnings thereon to the Authority for redeposit to the Improvement Fund. Until the completion of the roadways and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it, and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs associated with the roadways necessary to restore public access, and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the remaining roadway work necessary to restore public access.
3. Since the construction of roadways within Stages 2A and 2B are phased and will continue to be constructed by RID, RD 2062 or the Authority over time, the Authority may request a reduction in the amount of funds necessary to be held from the Improvement Fund as segments of permanent public roadways are constructed and dedicated to the City. For instance, segments of River Islands Parkway through Stage 2A should be completed in late 2017/early 2018 and dedication of this segment would reduce the amount of security described herein. As a result, a reduction of \$88.40 per LF (\$543,600/6,150 LF) shall be granted for each linear foot permanently constructed and dedicated to the City.

The Authority shall retain the discretion to choose between the two options outlined above as the applicable security and to request reduction of the security as described in section 3 above. As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the

Glenn Gebhardt, City Engineer
City of Lathrop
May 4, 2017
Page 3 of 3

City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.

Sincerely,

By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

Enclosures: Exhibit "A": Location of Applicable Roadways – Cohen/Paradise
Exhibit "B": O'Dell Engineering – Engineer's Estimates

cc: Susan Dell'Osso, River Islands Development, LLC
John Zhang, O'Dell Engineering, Inc.

I Accept on Behalf of the City of Lathrop the Terms and Conditions
of the foregoing Letter of Guarantee.

By: _____
Glenn R. Gebhardt, City Engineer

Date

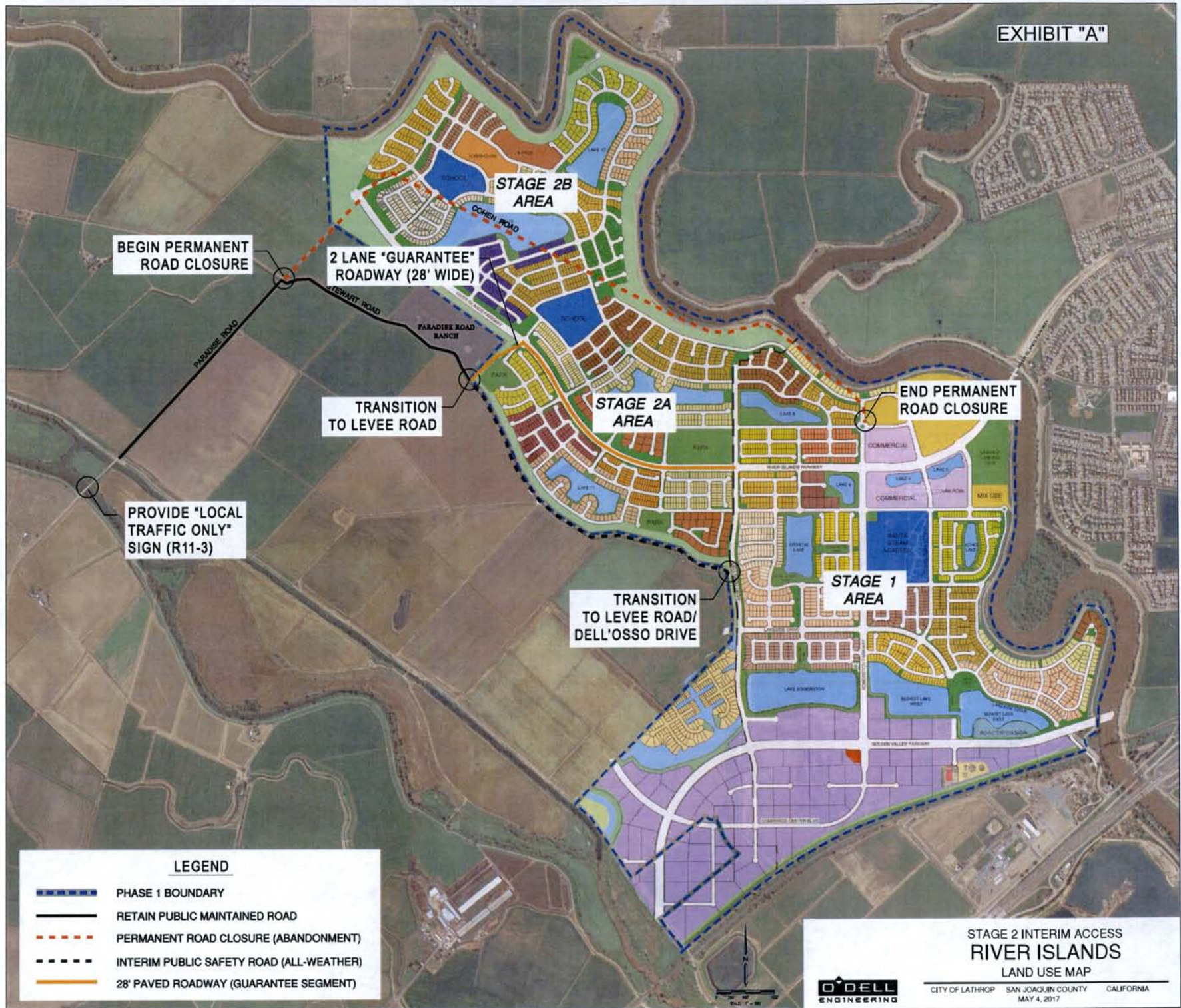


EXHIBIT "B"



ENGINEER'S OPINION OF PROBABLE COST
INTERIM ROAD CONNECTION - STAGE 2A
GUARANTEE
RIVER ISLANDS - PHASE 1
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

May 4, 2017

Item	Description	Quantity	Unit	Unit Price	Amount
<u>SITE PREPARATION</u>					
1	Mobilization ¹	1	LS	\$ 25,000.00	\$ 22,750.00
2	Erosion Control	1	LS	\$ 2,500.00	\$ 2,500.00
Subtotal Site Preparation					\$ 25,250.00
<u>GRADING</u>					
3	Earthwork ²	1,600	CY	\$ 5.00	\$ 8,000.00
Subtotal Grading					\$ 8,000.00
<u>MISCELLANEOUS</u>					
4	3" AC (6150 LF)	172,200	SF	\$ 1.50	\$ 258,300.00
5	6" AB (6150 LF)	172,200	SF	\$ 0.90	\$ 154,980.00
6	Conform to Existing	2	LS	\$ 3,000.00	\$ 6,000.00
Subtotal Miscellaneous					\$ 419,280.00
SUBTOTAL CONSTRUCTION COST					\$ 452,530.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 453,000.00

Notes:

- 1) Mobilization assumed to be 5% of total cost.
- 2) Earthwork quantity includes 35% shrinkage.

EXHIBIT H

**RIPFA LETTER OF GUARANTEE
RIVER ISLANDS PARKWAY WITHIN THE STAGE 2A DEVELOPMENT AREA
DATED, JUNE 26, 2018**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

73 W. STEWART ROAD

LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

June 26, 2018

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

Subject: Letter of Guarantee - Construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B Boundary (Lakeside East District) – Tract 3908

This Letter of Guarantee is being made in lieu of a performance bond for the construction of unfinished portions of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary within the Stage 2A development area of the River Islands development project (also known as the Lakeside East District). River Islands Public Financing Authority (Authority) is providing the funding for public improvements in the Stage 2A development area, including improvements to River Islands Parkway (Improvements). It is our understanding that a guarantee for construction of the River Islands Parkway Improvements through Stage 2A is required as a condition precedent to City Council approval of the Tract 3908 large lot subdivision map proposed by River Islands Development, LLC. Since the Authority is already setting aside funds for the full construction of River Islands Parkway, we are providing you this Letter of Guarantee as the required subdivision guarantee necessary for the Tract 3908 large lot final map.

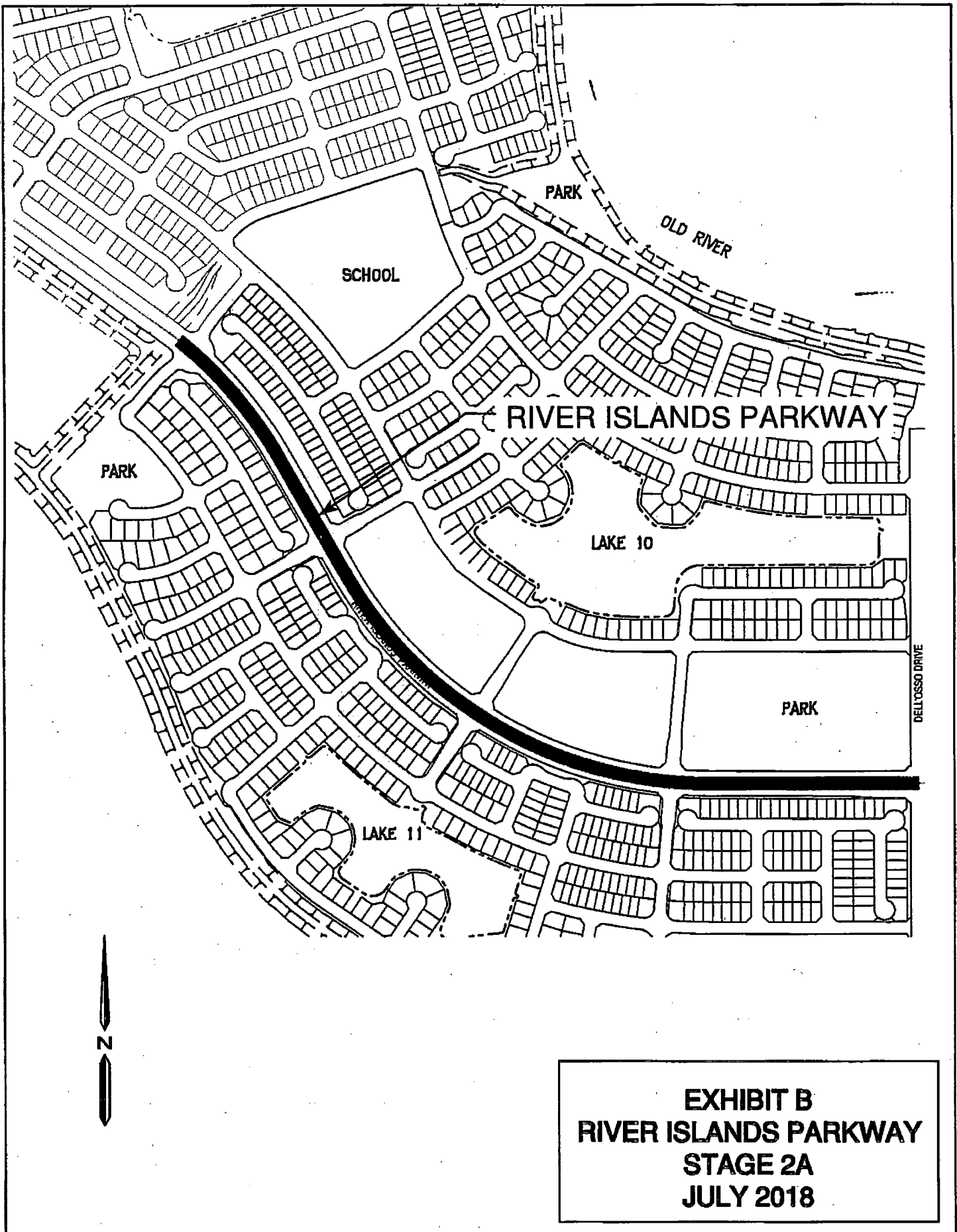
The engineer's estimates as provided by O'Dell Engineering for the full cost of the of River Islands Parkway Improvements from Dell'Osso Drive to the Stage 2B boundary is \$5,264,000, and for the unfinished portions (as of June 15, 2018) of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is \$338,004 (attached as Exhibit "A"). The Authority hereby agrees to set-aside funds in the amount of \$450,000, which amount is equal to 180% of this engineer's estimate of the unfinished improvements, in-lieu of a 100% performance bond and 50% labor and materials bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including River Islands Parkway. Also attached to this Letter of Guarantee is an exhibit showing the portion of River Islands Parkway being guaranteed by this letter for your reference (Exhibit "B").

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until July 8, 2019, or until such time River Islands Parkway through Stage 2A is fully constructed, inspected and accepted into service by the City, whichever comes first. If this portion of River Islands Parkway is not constructed, inspected and accepted into service by the City by July 8, 2019 and the deadline is not extended by the City in writing, no later than September 30, 2019, the Authority will cause one of the following to occur:

1. The Authority shall use the funds set aside in the Improvement Fund to construct the River Islands Parkway Improvements. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadway will be constructed, inspected and operational, no later than one year from the deadline noted above.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable portion of River Islands Parkway. In such event, the City will use reasonable diligence to complete the construction of the River Islands Parkway. Until the completion of the River Islands Parkway and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs of the construction of the River Islands Parkway and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the unfinished portions of River Islands Parkway through Stage 2A.

The Authority shall retain the discretion to choose between the two options outlined above. However, if any River Islands Parkway improvements remain incomplete on September 30, 2020, the Authority shall immediately resort to Option 2, and shall provide set aside moneys in the Improvement Fund as requested by the City to allow the City to complete the uncompleted improvements.

In addition, the commitment for the Authority to set aside these funds shall continue until the Improvements are constructed and accepted by the City Council, and the developer provides a one year maintenance bond in the amount of \$526,400 (10% of the full cost of the Improvements), or until the Authority provides an acceptable replacement letter of guarantee in that same amount of \$526,400 to guarantee the quality and condition of the full Improvements for one year from the date of acceptance by the City Council.



**COMMON USE AGREEMENT
FOR THE STAGE 2A PORTION OF CAPRICORN COURT
BY AND BETWEEN THE**

**CITY OF LATHROP
AND
ISLAND RECLAMATION DISTRICT NO. 2062**

This COMMON USE AGREEMENT FOR THE STAGE 2A PORTION OF CAPRICORN COURT, associated with Phase 1 of River Islands at Lathrop, entered into on this **9th day of September, 2019** ("Agreement") and is made and entered into by ISLAND RECLAMATION DISTRICT NO. 2062, a reclamation district organized under the laws of the State of California (the "District"), and the CITY OF LATHROP, a municipal corporation in the State of California (the "City"), together, "the Parties".

RECITALS

- A. This Agreement relates to certain real property to be dedicated to City for public right of way purposes known as Capricorn Court; a local street within the River Islands at Lathrop Master Planned Community, ("River Islands Site"), being developed by River Islands Development, LLC, ("River Islands").
- B. On May 31, 2018, the District recorded easements across properties owned by Califia, LLC and River Islands for the right to control and maintain the levees constructed by District for flood protection purposes to protect development of both the Stage 2A and Stage 2B sub-planning areas of the River Islands Site ("Levee Easements").
- C. River Islands has proposed a final map for Tract 4015, that will create a single family subdivision within the Stage 2A sub-planning of the River Islands Site, specifically located within Village W. Tract 4015 contains a portion of Capricorn Court, a local street that extends into a portion of the existing Levee Easements ("Village W Portion of Capricorn Court"), as depicted in Exhibit "A" to this Agreement.
- D. Since the Levee Easements have been recorded to provide appropriate legal access and authority to District for its flood protection works ("District Works") in accordance with the State Water Code and applicable FEMA regulations, and these levees are designed to provide 200-year Urban Level of Flood Protection (ULOP) in accordance with approved State Department of Water Resources Standards prior to the approval of Tract 4015 and the dedication of right of way for the Village W Portion of Capricorn Court, the Parties acknowledge and agree that it is necessary for the Parties to enter into an agreement to outline the duties and responsibilities of each Party, for the betterment of the public and to avoid conflicts in each Party's individual obligations under applicable law to those portions of Capricorn Court right of way located within portions of the Levee Easement. ("Common Use Area").

AGREEMENT

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

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

9. District, when working within the Common Use Area shall comply with the following provisions:

(a) Except in times of emergency, including during a high water or flooding event, District shall provide reasonable notice to City before performing any work in the Common Use Area where such work will be performed in or on the traveled way or improved shoulders, sidewalk or landscaping of the roadway or will otherwise obstruct vehicular and/or pedestrian traffic.

(b) In all cases, District shall make adequate provisions for the protection of the travelling public and provide such barricades and safety devices as are required by City standards, and in cases of non-emergency, provide a Traffic Control Plan as required by City standards and specifications.

(c) All work shall be planned and carried out so there will be minimum inconvenience to the traveling public.

(d) All work shall be replacement in kind, conform to the existing facilities as to width and depth of surfacing thereof, meet all applicable City standards and specifications as determined by the City Engineer and shall be subject to inspection by City.

10. District and City shall use said Common Use Area in such manner as to not unreasonably interfere with the rights of either Party.

11. District shall not be responsible for any damage occurring to the City facilities in the Common Use Area that are not as a direct result of the District's maintenance, construction or reconstruction activities, or from its flood control facilities located on or near the Common Use Area. All costs for repairing such damage to City's facilities shall be borne by City.

12. City shall not be responsible for any damage occurring to District facilities in the Common Use Area that are not as a direct result of the City's maintenance, construction or reconstruction activities of its right of way or improvements on or near the Common Use Area. All costs for repairing such damage to District's facilities shall be borne by District.

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

14. To the extent that the City's rights to its rights of way for Capricorn Court under the applicable laws of the State of California do not hinder or conflict with the rights of the District under applicable laws of the State of California, such rights of the District shall remain and be in full force and effect. Should any conflict with the rights of the City by rights of the District be identified, the District hereby subrogates its rights to the City, subject to review and approval of the District's legal counsel.

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

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

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

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

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

18. This Agreement is governed by California law.

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

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

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

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

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

CITY OF LATHROP
A California municipal corporation

ISLAND RECLAMATION DISTRICT
NO. 2062 a California reclamation
district

By: _____
Stephen J. Salvatore, City Manager

By: _____
Susan Dell'Osso, President

ATTEST:

By: _____
Teresa Vargas, City Clerk

(Municipal Seal)

APPROVED AS TO FORM:

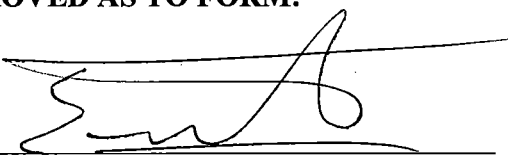
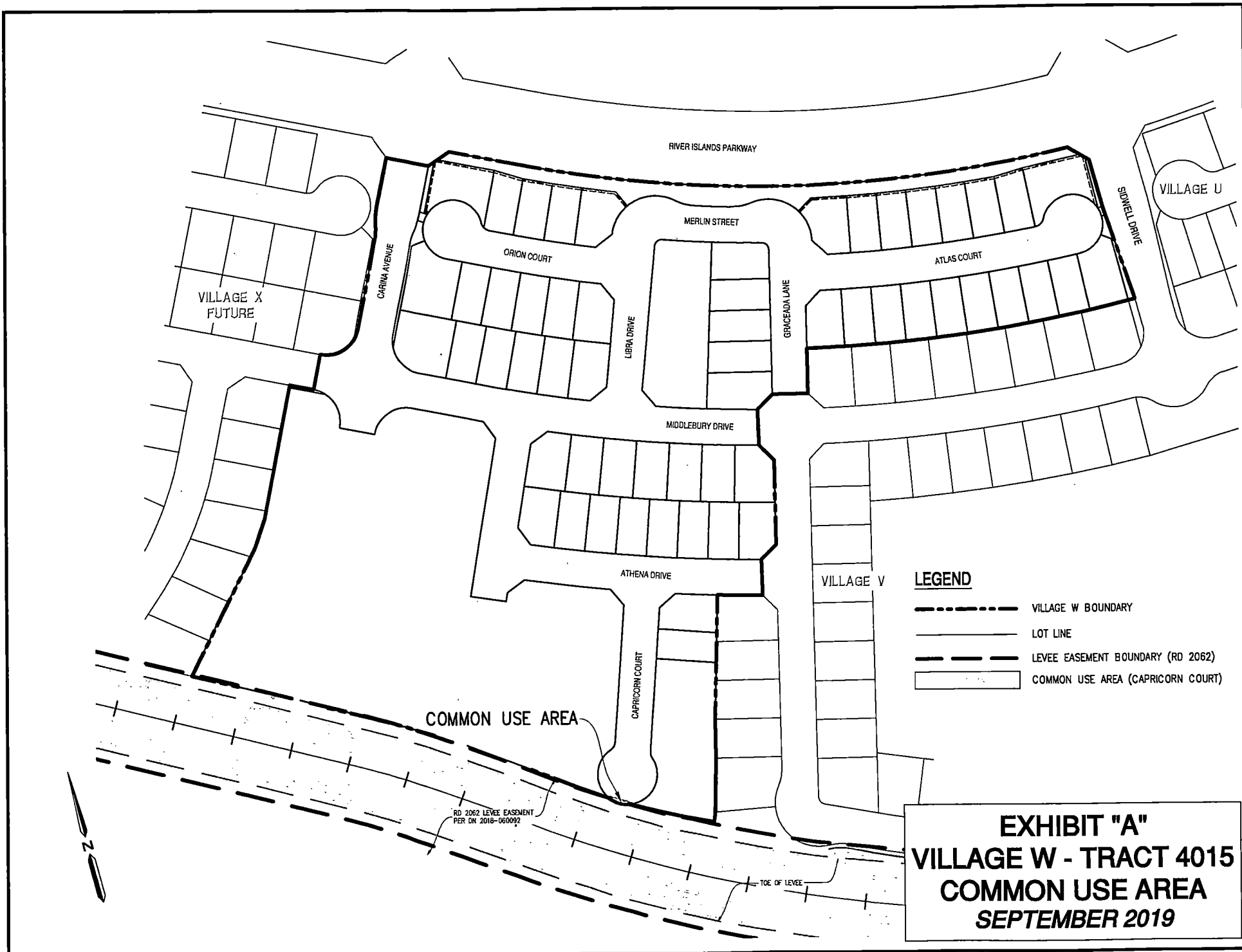
By: _____
Salvador V. Navarrete, City Attorney

EXHIBIT "A"
COMMON USE AREA DEPICTION



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

September 10, 2019

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 4015; Escrow No. 1614021455

Dear Karen:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Development, LLC, a California limited liability company ("**RID**") and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with recordation of the above-referenced final map ("**Final Map**"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title Company is referred to as "you" or "**ORTC**."

A. Date for Closings

The Final Map will be recorded at the time designated by RID as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by September 30, 2019, 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 September 30, 2020, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Documents

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

B.1. One original Final Map for Tract 4015, executed and acknowledged by the City.

B.2. One original Common Use Agreement for the Stage 2A Portion of Capricorn Court, executed and acknowledge by City and Island Reclamation District No. 2062.

B.3. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities).

B.4. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services).

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

B.5. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services).

B.6. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental).

The documents listed in Items B.1, B.2, B.3, B.4, B5 and B.6 above are referred to as the "**Recordation Documents**." The Recordation Documents shall be recorded in the order referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

Prior to recording the Recordation Documents, please confirm that you have received copies or originals of the following documents: (i) Unanimous Approval of Annexation to a Community Facilities District and Related Matters, City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities); (ii) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services); (iii) Consent to, and Ballot in favor of, Annexation of Real Property to Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance); and (iv) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental). The original City of Lathrop Unanimous Approval must be delivered to the City of Lathrop. The original Consents and Ballots for River Islands Public Financing Authority CFD Nos. 2013-1 and 2016-1 and Island Reclamation District No. 2013-1 must be delivered to Karna Harrigfeld at Herum\Crabtree\Suntag, 5757 Pacific Ave., Suite 222, Stockton, CA 95207. Copies should be sent via email to Cari James (cjames@ci.lathrop.ca.us), Sandra lewis (slewis@ci.lathrop.ca.us) Cindy Yan at Goodwin Consulting Group, cindy@goodwinconsultinggroup.net, Susan Dell'Osso (sdelloso@riverislands.com) and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of the amendments to notices of special tax that are recorded as part of the Recordation Documents.

C. Funds and Settlement Statement

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

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:

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

- The amount of **\$37,447.02**, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended "**Sierra Club Agreement**"), constituting the amount of **\$3,184.00** multiplied by **11.761** acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

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

D. Closing Requirements

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

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (sdelloso@riverslands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Stephen Salvatore (ssalvatore@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (e) Cari James (cjames@ci.lathrop.ca.us) and (f) Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt that the Settlement Statement is accurate and acceptable;

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

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

D.4. You have confirmed that the following documents have been recorded in the Official Records, prior to recording the Recordation Documents: Certificate of Compliance/Lot Line Adjustment for LLA-19-99;

D.5. You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

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

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

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

E. Closing Process and Priorities

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

- E.1. Date the Recordation Documents to be recorded;
- E.2. Record the Final Map and the Recordation Documents in the Official Records;
- E.3. Pay the costs associated with the Transaction;
- E.4. Refund any funds delivered to you by RID that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

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

- E.5. Notify Susan Dell'Osso, Debbie Belmar, Stephen Salvatore, Glenn Gebhardt and Jose Molina (JMolina@sjgov.org) of the completion of the Transaction;

- E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Development, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Salvador Navarrete, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

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

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

F. Additional Instructions

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

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

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

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

Very truly yours,

Stephen J. Salvatore Date
City Manager
City of Lathrop

Susan Dell'Osso Date
President
River Islands Development, LLC

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

Old Republic Title Company

By: _____

Its: _____

Date: _____

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

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

Recorded for the benefit of the City of Lathrop
pursuant to Government Code Section 27383

TENTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

City of Lathrop
Community Facilities District No. 2013-1
(River Islands Public Services and Facilities)
Annexation No. 10

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Lathrop (the "City"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying principal and interest on bonds, the proceeds of which are being used to finance the acquisition and construction of all or a portion of the public facilities authorized to be funded by the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) (the "CFD"), and to pay costs of the public services and facilities authorized to be funded by the CFD, both as described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on November 18, 2013 as Document No. 2013-143754 (the "Original Notice"), and said special tax is to be levied according to the Rate and Method of Apportionment of Special Tax set forth in Exhibit B to the Notice of Special Tax Lien, to which recorded Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference. An Amended Notice of Special Tax Lien reflecting the Amended Rate and Method of Apportionment of Special Tax was subsequently recorded at the County Recorder on October 23, 2015 as Document No. 2015-127760 (the "Amended Notice").

This Tenth Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on June 1, 2013, in Book 6 of Maps of Assessment and Community Facilities Districts at Page 42 (Document No. 2013-136637), in the Office of the

County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Tax Zone 1 of the community facilities district, as described in the Amended and Restated Rate and Method of Apportionment of Special Tax attached as Exhibit A to the Amended Notice, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Tenth Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Finance Director, City of Lathrop, 390 Towne Centre Drive, Lathrop, California 95330; Telephone: (209) 941-7327.

Dated: _____, 2019.

By: _____
City Clerk,
City of Lathrop

EXHIBIT A

**CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)
ANNEXATION NO. 10
ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND
WITHIN ANNEXATION NO. 10 TO CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)**

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.
RIVER ISLANDS DEVELOPMENT, LLC 73 W. STEWART RD, LATHROP CA 95330	210-400-09

EXHIBIT B
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)
ANNEXATION NO. 10

MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$328.74 per SFD Lot	\$155.91 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$265.42 per SFD Lot	\$125.88 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$243.51 per SFD Lot	\$115.49 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$206.98 per SFD Lot	\$98.16 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$192.37 per SFD Lot	\$91.23 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter, all figures shown in the table above shall be increased by the Escalation Factor.*

MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$0.00 per SFD Lot	\$172.83 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$0.00 per SFD Lot	\$139.54 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$0.00 per SFD Lot	\$128.02 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$0.00 per SFD Lot	\$108.82 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$0.00 per SFD Lot	\$101.14 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.*

**CONSENT TO, AND BALLOT IN FAVOR OF, ANNEXATION OF REAL PROPERTY
TO THE RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY
FACILITIES DISTRICT NO. 2016-1 (RIVER ISLANDS SUPPLEMENTAL)**

To: Board of Directors of the River Islands
Public Financing Authority, in its capacity
as the legislative body for the River Islands
Public Financing Authority Community
Facilities District No. 2016-1 (River Islands
Supplemental)

The undersigned hereby states and certifies, under penalty of perjury, as follows:

1. The undersigned is the owner (the "Owner"), or the legally authorized representative of the Owner, of fee title to the real property identified by San Joaquin County Assessor's parcel number(s) listed below (the "Property"), and possesses all legal authority necessary to execute this consent to, and ballot in favor of (the "Consent and Ballot"), the annexation of the Property to the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental) (the "CFD").

2. The Owner understands that the Board of Directors of the River Islands Public Financing Authority (the "Board") has conducted proceeding pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Law") to form the CFD to finance various facilities (the "Facilities") described in Exhibit A hereto. The Owner also understands that the proceedings for the formation of the CFD authorized the Board to levy an annual special tax (the "Special Tax") on property in the CFD as specified in the Amended Rate and Method of Apportionment of Special Tax (the "Rate and Method") for the CFD, a copy of which is attached hereto as Exhibit B, and authorized the annexation of property to the CFD, without additional public hearings, upon approval of the fee title owner of the property to be annexed as permitted by Section 53339.7(a) of the Law.

The Owner has been advised that a Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the San Joaquin County Recorder (the "County Recorder") on September 19, 2016 as Document No. 2016-112901 (the "Original Notice"), and a First Amendment to Notice of Special Tax Lien was recorded in the Office of the County Recorder on February 16, 2017, as Document No. 2017-020077.

3. The Owner hereby irrevocably consents to, approves, and votes (for purposes of Article XIII A of the California Constitution) in favor of the annexation of the Property to Tax Zone 3 of the CFD (as such Tax Zone is described in the Rate and Method, and as the Maximum Special Tax rates for such Zone 3 are set forth in Exhibit C hereto), and irrevocably consents to, approves and votes in favor of the annual levy of the Special Tax on the Property pursuant to the Rate and Method to finance the Facilities and for the other authorized purposes of the CFD. The Owner acknowledges that the Secretary of the River Islands Public Financing Authority will record, or cause to be recorded, against the Property in the Office of the County Recorder an amendment to

the Original Notice as required by Section 3117.5 of the California Streets and Highways Code, which will impose a continuing lien on the Property to secure each levy of the Special Tax, and that under the Law said lien (a) will be coequal with the lien for ad valorem real property taxes levied by the County of San Joaquin on the Property, and (b) will be senior to any lien of any mortgage on the Property whether such mortgage lien was recorded prior to or after the recordation of the amendment to the Original Notice.

4. The Owner hereby irrevocably waives any right the Owner may otherwise have to protest or challenge the validity of the proceedings of the Board to form the CFD and to authorize the annexation of any property (including the Property) to the CFD, and any necessity, requirement or right for further public hearings or any election pertaining to the annexation of the Property to the CFD or the levy of the Special Tax on the Property.

5. The Owner hereby agrees to provide written notice of the annexation of the Property to the CFD, and of the authority of the Board to levy the Special Tax on the Property pursuant to the Rate and Method, to any subsequent purchaser of the Property to the extent required by applicable law.

The Property subject to this Consent and Ballot, and to be annexed to the CFD, consist of the following San Joaquin County Assessor's Parcel(s):

See Exhibit D

The full legal name of the fee title Owner of the Property is:

River Islands Development, LLC

The foregoing Consent and Ballot is hereby executed this _____ day of _____, 2019, in _____, California.

By: _____
(signature)

Susan Dell'Osso
(type name of person executing
Consent and Ballot)

Its: President
(insert legal capacity of person
executing Consent and Ballot)

NOTARY 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 _____

ss.

On _____, before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
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 _____ [Seal]
Notary Public

EXHIBIT A

RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-1 (RIVER ISLANDS SUPPLEMENTAL)

DESCRIPTION OF FACILITIES AUTHORIZED TO BE FUNDED BY THE DISTRICT

The following generally described public infrastructure and related improvements within, in the vicinity or otherwise incident to the development of the area generally known as River Islands at Lathrop:

Lake improvements, discharge facilities and intake facilities, including grading, pumps, shore improvements, aeration facilities, CDS units, pipes and other necessary infrastructure required to provide storm water, flood retention and recreational facilities.

Bio Retention Basins and BMP improvements, including planting, irrigation and other improvements necessary for storm water storage and cleansing.

Roadway improvements, including grading, fill, pavement section, joint trench, water, sewer, reclaimed water and other utility improvements necessary for or incident to road construction. Also including landscaping, street lights and signage, monuments and traffic signals.

Bridge improvements, including design, construction, utility connections, roadway approaches and other incidental improvements required for construction of bridges.

Water system infrastructure, including tanks, pump stations, distribution lines and other improvements necessary for delivery of potable or reclaimed water.

Sewer system infrastructure and improvements, including treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, spray fields, pump stations, lift stations, and other improvements necessary for delivery and treatment of sanitary sewer service.

Public parks, as well as landscaping and recreational features along rivers, lakes, within parks and along and including pathways and other public areas.

Electrical system improvements, including offsite improvements, overhead facilities, substations, relocation and removal of electrical poles, undergrounding of service facilities and associated improvements to service the development.

Natural gas facilities upgrades and extensions, including pipeline extension and gas transmission regulator stations.

Telecommunications facilities, including fiber optic cable on and off site and other required infrastructure.

Grading for and construction of levees.

Public safety facilities, including but not limited to fire stations and related appurtenances, also including related site improvements, plus related equipment with a useful life of five years or more.

Elementary schools, middle schools and high schools and related appurtenances, including sports fields, parking and other customary amenities.

Environmental mitigation and related appurtenances related to the facilities and improvements eligible to be funded by the District.

All or a portion of any amount necessary to eliminate any fixed special assessment liens, or to pay, repay, or defease any obligation to pay or any indebtedness secured by any tax, fee, charge, or assessment levied within the area of the District and any property annexed thereto or to pay debt service on any such indebtedness.

The foregoing improvements may include the acquisition of right of way and land, the cost of design, engineering and planning, the costs of any environmental review or traffic studies, survey or other reports, landscaping and irrigation, soils testing, soil preparation including deep dynamic compaction, dewatering, permits, plan check and inspection fees, other public fees, insurance, legal and related overhead costs, coordination and supervision and any other costs or appurtenances related to any of the foregoing.

OTHER

The District may also finance any of the following:

1. Bond related expenses, including underwriter's discount, reserve fund, capitalized interest, structuring agent, bond, disclosure and underwriter's counsel and all other incidental expenses.
2. Administrative fees of the Authority and the Bond trustee or fiscal agent related to the District and the Bonds.
3. Reimbursement of costs related to the formation of the District advanced by the Authority or any landowner or developer within the District, as well as reimbursement of any costs advanced by the Authority or any landowner or developer within the District, for facilities, fees or other purposes or costs of the District.

EXHIBIT B

RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-1 (RIVER ISLANDS SUPPLEMENTAL)

AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental) shall be levied and collected according to the tax liability determined by the Board of Directors or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2016-1, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed into the CFD.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded with the County.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the Authority in carrying out its duties with respect to CFD No. 2016-1 and the Bonds, including, but not limited to, levying and collecting the Special Tax, the fees and expenses of legal counsel, charges levied by the County Auditor's Office, Tax Collector's Office, and/or Treasurer's Office, costs related to annexing property into the CFD, costs related to property owner inquiries regarding the Special Tax, amounts needed to pay rebate to the federal government with respect to the Bonds, costs associated with complying with any continuing disclosure requirements for the Bonds and the Special Tax, and all other costs and expenses of the Authority, Lathrop Irrigation District, and Island Reclamation District No. 2062 in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the Authority to administer the Special Tax according to the Amended RMA.

"Amended RMA" means this Amended Rate and Method of Apportionment of Special Tax.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Association Property" means any property within the CFD that is owned by a homeowners association or property owners association, excluding Association Property under the pad or footprint of a Unit.

"Authority" means the River Islands Public Financing Authority.

"Authorized Facilities" means those public facilities authorized to be funded by the CFD as set forth in the CFD formation proceedings.

"Board of Directors" or "Board" means the Board of Directors of the River Islands Public Financing Authority.

"Bonds" means bonds or other debt (as defined in the Act), whether in one or more series, issued, insured or assumed by CFD No. 2016-1, including debt issued by agencies other than the Authority (as referenced in Section 53313.5(g) of the Act), to pay for public infrastructure and/or improvements that will serve property included within, or intended to be annexed into, the CFD.

"Capitalized Interest" means funds in any capitalized interest account available to pay debt service on Bonds.

"CFD" or "CFD No. 2016-1" means the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental).

"CFD Formation" means the date on which the Resolution of Formation to form CFD No. 2016-1 was adopted by the Board of Directors.

"City" means the City of Lathrop.

"City Council" means the City Council of the City of Lathrop.

"County" means the County of San Joaquin.

"Developed Property" means, in any Fiscal Year, all Taxable Property in CFD No. 2016-1 for which a building permit for new construction was issued by the City on or prior to June 30 of the preceding Fiscal Year.

"Excess Public Property" means the acres of Public Property that exceeds the acreage exempted in Section F below. In any Fiscal Year in which a Special Tax must be levied on Excess Public Property pursuant to Step 4 in Section D below, Excess Public Property shall be those Assessor's

Parcel(s) that most recently became Public Property based on the dates on which Final Maps recorded creating such Public Property.

"Final Map" means a final map, or portion thereof, recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots on which building permits for new construction may be issued without further subdivision and for which no further subdivision is anticipated pursuant to a Tentative Map approved for the property or, if no Tentative Map has been approved, pursuant to a then current specific plan or other land use plan for the property.

"First Transfer Date" means for a Parcel of Residential Property, the date of the first transfer of ownership to a private homeowner after a building permit for new construction has been issued.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Master Developer" means River Islands Development, and its successors and assignees.

"Maximum Special Tax" means the greatest amount of Special Tax that can be levied in any Fiscal Year determined in accordance with Section C below.

"Other Property" means, in any Fiscal Year, all Parcels of Developed Property that are not Residential Property.

"Proportionately" means the following: (i) for Developed Property, the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property; (ii) for Undeveloped Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property; (iii) for Association Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor's Parcels of Association Property; and (iv) for Excess Public Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor's Parcels of Excess Public Property.

"Public Property" means, in any Fiscal Year: (i) all Parcels within the boundaries of the CFD that are owned by or irrevocably offered for dedication to the federal government, the State of California, the City or any other public agency; and (ii) all Parcels within the boundaries of the CFD that are encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"Purchase Agreement" means an agreement between the Master Developer and a homebuilder.

"Required Coverage" means the amount by which the Maximum Special Tax revenues must exceed the debt service on the Bonds and required Administrative Expenses, as set forth in the Indenture, Certificate of Special Tax Consultant, or other formation or bond document that sets forth the minimum required debt service coverage.

"Residential Property" means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of one or more Units.

"Special Tax" means a Special Tax levied in any Fiscal Year to pay the Special Tax Requirement.

"Special Tax Requirement" means the amount necessary in any Fiscal Year: (i) to pay principal and interest on Bonds which are due in the calendar year that begins in such Fiscal Year; (ii) to create and/or replenish reserve funds for the Bonds to the extent such replenishment has not been included in the computation of Special Tax Requirement in a previous Fiscal Year; (iii) to cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year; (iv) to pay Administrative Expenses; and (v) if the Administrator determines Special Tax revenues are available after items (i) through (iv) have been funded, to directly pay the costs of Authorized Facilities that have not been paid by the proceeds of previously issued Bonds to the extent that the inclusion of such amounts does *not* increase the Special Tax levied on Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the preceding sentence may be reduced in any Fiscal Year by: (i) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against debt service pursuant to a Bond indenture, Bond resolution, or other legal document that sets forth these terms; (ii) proceeds from the collection of penalties associated with delinquent Special Taxes; and (iii) any other revenues available to pay debt service on the Bonds as determined by the Administrator.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of the CFD which are not exempt from the Special Tax pursuant to law or Section F below.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Amended RMA. *All of the property within CFD No. 2016-1 at the time of CFD Formation is within Tax Zone 1.* Additional Tax Zones may be created when property is annexed to the CFD, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Tentative Map" means a map that is made for the purpose of showing the design of a proposed subdivision and the conditions pertaining thereto and is not based on a detailed survey of the property within the map and is not recorded at the County Recorder's Office to create legal lots.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of the Special Tax against his/her Parcel or Parcels pursuant to this Amended RMA.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property within the CFD that are not Developed Property, Association Property, or Excess Public Property.

“Unit” means an individual single family detached residential unit or an individual residential rental unit within a duplex, triplex, fourplex, townhome, condominium structure, or apartment complex. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this Amended RMA

B. DATA FOR ANNUAL ADMINISTRATION

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel numbers for all Taxable Property. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located, (ii) whether each Assessor’s Parcel is Developed Property, Undeveloped Property, Association Property, or Excess Public Property, (iii) for Developed Property, which Parcels are Residential Property or Other Property, and (iv) the Special Tax Requirement. In addition, the Administrator shall keep a record of all Parcels for which the Maximum Special Tax has been reduced pursuant to Section C.3 of the Amended RMA as well as the resulting Maximum Special Tax for each Parcel.

In any Fiscal Year, if it is determined that (i) a Final Map for a portion of property in the CFD was recorded after the last date upon which the Assessor will incorporate the newly-created Parcels into the then current tax roll, and (ii) because of the date the Final Map was recorded, the Assessor does not yet recognize the new Parcels created by the Final Map, the Administrator shall calculate the Special Tax for the property affected by recordation of the Final Map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the original Parcel that was subdivided by recordation of the Final Map.

C. MAXIMUM SPECIAL TAX

1. *Tax Zone 1*

Table 1 below identifies the Maximum Special Tax for Taxable Property within Tax Zone 1 at CFD Formation and all Parcels that annex into Tax Zone 1 after CFD Formation.

**TABLE 1
TAX ZONE 1
MAXIMUM SPECIAL TAXES**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2016-17 *</i>
Residential Property	\$0 per Unit
Other Property	\$10 per Acre
Undeveloped Property	\$10 per Acre

**On July 1, 2017, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by an amount equal to two percent (2%) of the amount in effect for the prior Fiscal Year.*

2. *Additional Tax Zones*

If property is annexed into the CFD and a separate Tax Zone is established for such property, Maximum Special Tax rates will be identified for Taxable Property in the new Tax Zone in the Unanimous Approval Form signed by the annexing property owner.

3. Changes to the Maximum Special Tax

Prior to the First Transfer Date, the Maximum Special Tax for a Parcel of Residential Property may be reduced *once* if the Administrator determines that the Maximum Special Tax for a Parcel of Residential Property would result in a total effective tax rate, including property tax, tax overrides, and other direct special taxes and assessments, greater than the percentage of the estimated sales price specified in the Purchase Agreement. Notwithstanding the foregoing, the Maximum Special Tax shall *not* be reduced for any Parcel if such a reduction reduces debt service coverage on outstanding Bonds below the Required Coverage.

The Special Tax reduction required pursuant to this section shall be made without a vote of the qualified electors in the CFD and shall be reflected in an amended Notice of Special Tax Lien against the Parcel in question which the CFD shall cause to be recorded by executing a certificate in substantially the form attached herein as Exhibit 1.

Pursuant to Section 53321 (d) of the Act, the Special Tax levied against a Parcel used for private residential purposes shall under no circumstances increase more than ten percent (10%) as a consequence of delinquency or default by the owner of any other Parcel or Parcels and shall, in no event, exceed the Maximum Special Tax in effect for the Fiscal Year in which the Special Tax is being levied.

D. METHOD OF LEVY OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement to be collected in that Fiscal Year, and the Special Tax shall be levied according to the steps outlined below.

- Step 1:** The Special Tax shall be levied Proportionately on each Parcel of Developed Property within the CFD up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year determined pursuant to Section C;
- Step 2:** If additional revenue is needed after Step 1, and after applying Capitalized Interest to the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property within the CFD, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year determined pursuant to Section C;
- Step 3:** If additional revenue is needed after applying the first two steps, the Special Tax shall be levied Proportionately on each Parcel of Association Property within the CFD, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year determined pursuant to Section C;

Step 4: If additional revenue is needed after applying the first three steps, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Excess Public Property, exclusive of property exempt from the Special Tax pursuant to Section F below, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year determined pursuant to Section C.

E. COLLECTION OF SPECIAL TAX

The Special Taxes for CFD No. 2016-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section G below and provided further that the Authority may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Special Tax shall be levied and collected until principal and interest on Bonds have been paid and Authorized Facilities have been completed. However, in no event shall a Special Tax be levied after Fiscal Year 2080-81.

F. EXEMPTIONS

Notwithstanding any other provision of this Amended RMA, no Special Tax shall be levied on any Parcel of Public Property at CFD Formation, except as otherwise provided in the Act. A separate amount of public acreage may be exempted each time property annexes into the CFD, and such additional exemption shall only apply to property within the annexation area. A Special Tax may be levied on Excess Public Property pursuant to Step 4 of Section D; however, a public agency may require that the special tax obligation on land conveyed to it that would be classified as Excess Public Property be prepaid pursuant to Section G below.

G. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section G:

"Final Bond Sale" means, at any point in time, the last series of Bonds issued by the CFD, which issuance uses up virtually all of the remaining capacity available from the Maximum Special Tax revenues that can be generated within the CFD, as determined by the Authority. If additional Bonds are expected to be issued after outstanding Bonds retire, the "Final Bond Sale" may not be the last series of Bonds ever issued by the CFD, but instead the last sale of Bonds that can be issued before some or all of the outstanding Bonds retire.

"Outstanding Bonds" means all outstanding Bonds issued on behalf of the CFD prior to the date of prepayment, with the following exception: if a Special Tax has been levied against, or already paid by, an Assessor's Parcel making a prepayment, and a portion of the Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and

the difference shall be used as the amount of Outstanding Bonds for purposes of this prepayment formula.

The Special Tax obligation applicable to an Assessor's Parcel in the CFD may be prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the Authority with written notice of intent to prepay. Within 30 days of receipt of such written notice, the Authority or its designee shall notify such owner of the prepayment amount for such Assessor's Parcel.

1. Full Prepayment Prior to Final Bond Sale

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

- Step 1.** Compute the total Maximum Special Tax that could be collected from the Assessor's Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the Authority.
- Step 2.** Estimate the bonding capacity based on the Maximum Special Tax determined in Step 1 and an assumed bond term of 30 years using, as the interest rate for the bonding capacity calculation, the greater of (i) the current interest rate as determined by the Administrator based on discussions with industry professionals or (ii) the average true interest cost (TIC) on the Outstanding Bonds as identified by the Administrator. Notwithstanding the foregoing, if at any point in time the Administrator determines that the Maximum Special Tax revenue that could be collected from Taxable Property after the proposed prepayment is less than 110% of debt service on Bonds that will remain outstanding after defeasance or redemption of Bonds from proceeds of the estimated prepayment, the amount of the prepayment shall be increased until the amount of Bonds defeased or redeemed is sufficient to reduce remaining annual debt service to a point at which 110% debt service coverage is realized.
- Step 3.** Determine the costs of computing the prepayment amount and the costs of recording any notices to evidence the prepayment (the "*Administrative Fees and Expenses*").
- Step 4.** The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 2 and 3 (the "*Prepayment Amount*").

2. Full Prepayment After Final Bond Sale

Prepayment must be made not less than 75 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes. The Prepayment Amount shall be calculated as follows: (capitalized terms as defined below):

Bond Redemption Amount	
plus	Redemption Premium
plus	Defeasance Requirement
plus	Administrative Fees and Expenses
less	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

- Step 1.** Compute the total Maximum Special Tax that could be collected from the Assessor's Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the Authority.
- Step 2.** Divide the Maximum Special Tax from Step 1 by the Maximum Special Tax revenues that could be collected in that Fiscal Year.
- Step 3.** Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the "Bond Redemption Amount"*).
- Step 4.** Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the "Redemption Premium"*).
- Step 5.** Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds. However, if Bonds are callable at the first interest payment date after the prepayment has been received, Steps 5, 6 and 7 of this prepayment formula will not apply.
- Step 6.** Compute the amount of interest the Authority reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.
- Step 7.** Take the amount computed pursuant to Step 5 and subtract the amount computed pursuant to Step 6 (*the "Defeasance Requirement"*).
- Step 8.** Determine the costs of computing the prepayment amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (*the "Administrative Fees and Expenses"*).
- Step 9.** If and to the extent so provided in the indenture pursuant to which the Outstanding Bonds to be redeemed were issued, a reserve fund credit shall be

calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "*Reserve Fund Credit*").

- Step 10.** The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 4, 7, and 8, less the amount computed pursuant to Step 9 (the "*Prepayment Amount*").

3. *Partial Prepayments*

A partial prepayment may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment, except that the full amount of administrative fees and expenses determined in Step 3 of Section G.1 or Step 8 of Section G.2 shall be included in the partial prepayment. The Maximum Special Tax that can be levied on an Assessor's Parcel after a partial prepayment is made is equal to the Maximum Special Tax that could have been levied prior to the prepayment, reduced by the percentage of a full prepayment (less the amount collected for administrative fees and expenses) that the partial prepayment (less the amount collected for administrative fees and expenses) represents, all as determined by or at the direction of the Administrator.

H. INTERPRETATION OF SPECIAL TAX FORMULA

The Authority reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the Authority's discretion. Interpretations may be made by the Authority by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Amended RMA.

I. APPEAL OF SPECIAL TAX LEVY

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than one calendar year after having paid the Special Tax that is disputed. The Administrator shall promptly review the appeal and, if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator's decision relative to the appeal, the owner may then file a written appeal with the Board whose subsequent decision shall be binding. If the decision of the Administrator (if the appeal is not filed with the Board) or the Board (if the appeal is filed with the Board) requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Tax levies, but an adjustment shall be made to the next Special Tax levy(ies). This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

EXHIBIT 1

RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-1 (RIVER ISLANDS SUPPLEMENTAL)

CERTIFICATE OF MODIFICATION OF SPECIAL TAX

1. Pursuant to Section C.3 of the Amended Rate and Method of Apportionment of Special Tax (the "Amended Rate and Method") for the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental) ("CFD No. 2016-1"), the Maximum Special Tax for a Parcel of Residential Property within CFD No. 2016-1 has been modified as follows:

Assessor's Parcel Number	Maximum Special Tax Fiscal Year 2016-17 *
XXX-XX-XXX	\$[] per Unit

** On July 1, 2017, and on each July 1 thereafter, the Maximum Special Taxes shown in the table above shall be increased by an amount equal to two percent (2%) of the amount in effect for the prior Fiscal Year.*

2. The Maximum Special Tax for Residential Property may only be modified prior to the First Transfer Date (i.e., the date of the first transfer of ownership to a private homeowner after a building permit for new construction was issued).
3. Upon execution of this Certificate by CFD No. 2016-1, CFD No. 2016-1 shall cause an amended notice of Special Tax lien for CFD No. 2016-1 to be recorded reflecting the modifications set forth herein.

The undersigned acknowledges receipt of this certificate and of the modification of the Maximum Special Tax as set forth in this Certificate. Capitalized undefined terms used herein have the meanings ascribed thereto in the Amended Rate and Method.

River Islands Public Financing Authority
Community Facilities District No. 2016-1 (River Islands Supplemental)

By: _____ Date: _____

EXHIBIT C

RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-1 (RIVER ISLANDS SUPPLEMENTAL)

MAXIMUM SPECIAL TAXES FOR ZONE 3 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 3 and all Parcels that annex into Tax Zone 3.

TAX ZONE 3 MAXIMUM SPECIAL TAXES

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2016-17 *</i>
Residential Property	\$5,000 per Unit
Other Property	\$0 per Acre
Undeveloped Property	\$0 per Acre

** On July 1, 2017, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by an amount equal to two percent (2%) of the amount in effect for the prior Fiscal Year.*

EXHIBIT D

**RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)
ANNEXATION NO. 5**

**ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN
ANNEXATION NO. 5 TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)**

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.
River Islands Development, LLC	210-400-09

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

Secretary
River Islands Public Financing Authority
73 West Stewart Road
Lathrop, CA 95330

Recorded for the benefit of the River Islands
Public Financing Authority pursuant to
Government Code Section 27383

NINTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

River Islands Public Financing Authority
Community Facilities District No. 2013-1
(River Islands Public Services)
Annexation No. 9

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et seq.*, of the California Government Code (the "Act"), the undersigned Secretary of the River Islands Public Financing Authority (the "Authority"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the Board of Directors of the Authority on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of services described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on October 3, 2013 as Document No. 2013-126691 (the "Original Notice"), and said special tax is to be levied according to the Amended and Restated Rate and Method of Apportionment of Special Tax set forth in that certain First Amendment to Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder on September 10, 2014 as Document No. 2014-089986 (the "First Amendment"), to which recorded Notice of Special Tax Lien and recorded First Amendment to Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference.

This Ninth Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on August 29, 2013, in Book 6 of Maps of Assessment and Community Facilities Districts at Page 40 (Document No. 2013-111317, in the Office of the County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Tax Zone 2 of the community facilities district, as described in the Amended and Restated Rate and Method of Apportionment of Special Tax

attached as Exhibit A to the First Amendment, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Ninth Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Treasurer of the River Islands Public Financing Authority, 73 West Stewart Road, Lathrop, California 95330, telephone number (209) 879-7900.

Dated: _____, 2019.

By: _____
Karna E. Harrigfeld, Secretary,
River Islands Public Financing Authority

EXHIBIT A

RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES)
ANNEXATION NO. 9

ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN
ANNEXATION NO. 9 TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES)

<u>Name(s) of Property Owner(s)</u>	<u>San Joaquin County Assessor's Parcel No.</u>
RIVER ISLANDS DEVELOPMENT LLC 73 W. STEWART RD, LATHROP CA 95330	210-400-09

EXHIBIT B

RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES)
ANNEXATION NO. 9

MAXIMUM SPECIAL TAXES FOR ZONE 2 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 2 and all Parcels that annex into Tax Zone 2.

TAX ZONE 2
MAXIMUM SPECIAL TAXES

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2013-14 *</i>
Residential Property	\$276.26 per SFD Lot or Residential Unit
Non-Residential Property	\$960.00 per Acre
Mixed-Use Property	See Formula in RMA
Undeveloped Property	\$1,191.00 per Acre

** On July 1, 2014, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by the Escalation Factor.*

CONSENT TO, AND BALLOT IN FAVOR OF, ANNEXATION OF REAL PROPERTY TO THE RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES)

To: Board of Directors of the River Islands
Public Financing Authority, in its capacity
as the legislative body for the River Islands
Public Financing Authority Community
Facilities District No. 2013-1 (River Islands
Public Services)

The undersigned hereby states and certifies, under penalty of perjury, as follows:

1. The undersigned is the owner (the "Owner"), or the legally authorized representative of the Owner, of fee title to the real property identified by San Joaquin County Assessor's parcel number(s) listed below (the "Property"), and possesses all legal authority necessary to execute this consent to, and ballot in favor of (the "Consent and Ballot"), the annexation of the Property to the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) (the "CFD").

2. The Owner understands that the Board of Directors of the River Islands Public Financing Authority (the "Board") has conducted proceeding pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Law") to form the CFD to finance various services (the "Services") described in Exhibit A hereto. The Owner also understands that the proceedings for the formation of the CFD authorized the Board to levy an annual special tax (the "Special Tax") on property in the CFD as specified in the Amended and Restated Rate and Method of Apportionment of Special Taxes (the "Rate and Method") for the CFD, a copy of which is attached hereto as Exhibit B, and authorized the annexation of property to the CFD, without additional public hearings, upon approval of the fee title owner of the property to be annexed as permitted by Section 53339.7(a) of the Law.

The Owner has been advised that a Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the San Joaquin County Recorder (the "County Recorder") on October 3, 2013 as Document No. 2013-126691, and a First Amendment to Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the County Recorder on September 10, 2014 as Document No. 2014-089986 (collectively, the "Notice of Special Tax Lien").

3. The Owner hereby irrevocably consents to, approves, and votes (for purposes of Article XIII A of the California Constitution) in favor of the annexation of the Property to Tax Zone 2 of the CFD (as such Tax Zone is described in the Notice of Special Tax Lien, and as the Maximum Special Tax rates for such Tax Zone 2 are set forth in Exhibit C hereto), and irrevocably consents to, approves and votes in favor of the annual levy of the Special Tax on the

Property pursuant to the Rate and Method to finance the Services. The Owner acknowledges that the Secretary of the River Islands Public Financing Authority will record, or cause to be recorded, against the Property in the Office of the County Recorder an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code, which will impose a continuing lien on the Property to secure each levy of the Special Tax, and that under the Law said lien (a) will be coequal with the lien for ad valorem real property taxes levied by the County of San Joaquin on the Property, and (b) will be senior to any lien of any mortgage on the Property whether such mortgage lien was recorded prior to or after the recordation of the amendment to the Notice of Special Tax Lien.

4. The Owner hereby irrevocably waives any right the Owner may otherwise have to protest or challenge the validity of the proceedings of the Board to form the CFD and to authorize the annexation of any property (including the Property) to the CFD, and any necessity, requirement or right for further public hearings or any election pertaining to the annexation of the Property to the CFD or the levy of the Special Tax on the Property.

5. The Owner hereby agrees to provide written notice of the annexation of the Property to the CFD, and of the authority of the Board to levy the Special Tax on the Property pursuant to the Rate and Method, to any subsequent purchaser of the Property to the extent required by applicable law.

The Property subject to this Consent and Ballot, and to be annexed to the CFD, consist of the following San Joaquin County Assessor's Parcel(s):

210-400-09

The full legal name of the fee title Owner of the Property is:

River Islands Development, LLC

The foregoing Consent and Ballot is hereby executed on _____, 2019, in Lathrop, California.

By: _____
(signature)

Susan Dell'Osso
(type name of person executing
Consent and Ballot)

Its: President
(insert legal capacity of person
executing Consent and Ballot)

NOTARY 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 _____

} ss.

On _____, before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
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 _____ [Seal]
Notary Public

EXHIBIT A

RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES)

DESCRIPTION OF SERVICES ELIGIBLE TO BE FUNDED BY THE DISTRICT

Services:

The services to be funded, in whole or in part, by the community facilities district (the "District") include all direct and incidental costs related to providing for the maintenance of public infrastructure within the River Islands area including the area initially included in the District, as well as any future annexation area of the District and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to, the maintenance of: (i) parks and open space, including trails and habitat areas, with services to include, but not be limited to, irrigation and vegetation control; (ii) roads and roadways, with services to include, but not be limited to, the maintenance and repair of public streets, striping of streets and repair and repainting of sound walls and other appurtenances; (iii) street lighting, including, but not limited to, repairs to and replacement of street lights along public streets; (iv) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; and (v) any other public services authorized to be funded under Section 53313(d) of the California Government Code. The District may fund any of the following related to the services described in the preceding sentence: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services.

The services to be financed by the District are in addition to those provided in the territory of the District before the date of creation of the District, and will not supplant services already available within that territory when the District is created.

Administrative Expenses:

The administrative expenses to be funded by the District include the direct and indirect expenses incurred by the River Islands Public Financing Authority (the "Authority") in carrying out its duties with respect to the District (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of attorneys, any fees of the County of San Joaquin related to the District or the collection of special taxes, an allocable share of the salaries of any Authority staff directly related thereto and a proportionate amount of the Authority's general administrative overhead related thereto, any amounts paid by the Authority from its general fund with respect to the District or the services authorized to be financed by the District, and expenses incurred by the Authority in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the Authority in any way related to the District.

Other:

The incidental expenses that may be funded by the District include, in addition to the administrative expenses identified above, the payment or reimbursement to the Authority of all costs associated with the establishment and administration of the District.

EXHIBIT B

RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES)

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) shall be levied and collected according to the tax liability determined by the Board of Directors or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2013-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportion of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded with the County.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: the expenses of the Authority in carrying out its duties with respect to CFD No. 2013-1 including, but not limited to, levying and collecting the Special Tax, fees and expenses of legal counsel, charges levied by the County Auditor's Office, Tax Collector's Office, and/or Treasurer's Office, costs related to annexing property into the CFD, costs related to property owner inquiries regarding the Special Tax, and all other costs and expenses of the Authority, Lathrop Irrigation District, and Island Reclamation District No. 2062 in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the Authority to administer the Special Tax according to the Amended RMA.

"Amended RMA" means this Amended Rate and Method of Apportionment of Special Tax.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel number.

“Association Property” means any property within the CFD that is owned by a homeowners association or property owners association, excluding Association Property under the pad or footprint of a Residential Unit.

“Authority” means the River Islands Public Financing Authority.

“Authorized Services” means the public services authorized to be funded by the CFD as set forth in the documents adopted by the Board when the CFD was formed.

“Board of Directors” or **“Board”** means the Board of Directors of the River Islands Public Financing Authority.

“CFD” or **“CFD No. 2013-1”** means the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services).

“CFD Formation” means the date on which the Resolution of Formation to form CFD No. 2013-1 was adopted by the Board of Directors.

“City” means the City of Lathrop.

“City Council” means the City Council of the City of Lathrop.

“County” means the County of San Joaquin.

“Developed Property” means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

“Escalation Factor” means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2013 to April 2014.

"Final Map" means a final map, or portion thereof, recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) that creates individual lots on which building permits for new construction may be issued without further subdivision and for which no further subdivision is anticipated pursuant to a tentative map approved for the property or, if no tentative map has been approved, pursuant to a then current specific plan or other land use plan for the property.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Maximum Special Tax" means the greatest amount of Special Tax that can be levied in any Fiscal Year determined in accordance with Section C below.

"Multi-Family Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued for construction of a residential structure with five or more Units that share a single Assessor's Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

"Non-Residential Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a structure that will be used for any non-residential purpose.

"Proportionately" means the following: (i) for Developed Property, the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property; and (ii) for Undeveloped Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property.

"Public Property" means any property within the boundaries of CFD No. 2013-1 that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local government or public agency.

"Residential Property" means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. Notwithstanding the foregoing, if a building permit is issued for a structure that includes both Residential Units and non-residential uses, the Residential Units within the building will be categorized as Residential Property, and a Special Tax shall be calculated separately for the Residential Units and Non-Residential Property on the Parcel, as set forth in Section C.1.c below.

"Residential Unit" means an individual single-family detached unit, an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure, or an individual apartment unit.

"SFD Lot" means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

"Single Family Attached Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential

structure consisting of two or more Units that share common walls, have separate Assessor's Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

"Single Family Detached Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this Amended RMA.

"Special Tax" means a Special Tax levied in any Fiscal Year to pay the Special Tax Requirement.

"Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services; (ii) Administrative Expenses; and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the Special Tax will be collected.

"Taxable Property" means all Assessor's Parcels within the boundaries of CFD No. 2013-1 that are not exempt from the Special Tax pursuant to law or Section E below.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Amended RMA. All of the property within CFD No. 2013-1 at the time of CFD Formation is within Tax Zone 1. Additional Tax Zones may be created when property is annexed to the CFD, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of the Special Tax against his/her Parcel or Parcels pursuant to this Amended RMA.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2013-1 that are not Developed Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Taxable Property within the CFD. The Administrator shall also determine: (i) whether each Assessor's Parcel of Taxable Property is Developed Property or Undeveloped Property; (ii) in which Tax Zone each Assessor's Parcel is located; and (iii) the Special Tax Requirement for the then-current Fiscal Year.

In any Fiscal Year, if it is determined that (i) a Final Map for a portion of property in the CFD was recorded after the last date upon which the Assessor will incorporate the newly-created Parcels into the then current tax roll, and (ii) because of the date the Final Map was recorded, the Assessor does not yet recognize the new Parcels created by the Final Map, the Administrator shall calculate the Special Tax for the property affected by recordation of the Final Map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the original Parcel that was subdivided by recordation of the Final Map.

C. MAXIMUM SPECIAL TAXES

1. Developed Property

a. Residential Property

The Maximum Special Tax for Fiscal Year 2013-14 for all Parcels of Residential Property within Tax Zone 1 shall be \$146 per SFD Lot or Residential Unit. All of the property within the CFD at the time of CFD Formation is within Tax Zone 1; a different Maximum Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Residential Property shall be increased by the Escalation Factor.

b. Non-Residential Property

The Maximum Special Tax for Fiscal Year 2013-14 for Non-Residential Property within Tax Zone 1 shall be \$960 per Acre. All of the property within the CFD at the time of CFD Formation is within Tax Zone 1 a different Maximum Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Non-Residential Property shall be increased by the Escalation Factor.

c. Mixed-Use Property

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Residential Units and non-residential uses, the Maximum Special Tax for the Parcel shall be the sum of (i) the Maximum Special Tax for Residential Property multiplied by all Residential Units on the Parcel, and (ii) the Maximum Special Tax for Non-Residential Property multiplied by the full Acreage of the Parcel. After the aggregate Maximum Special Tax has been determined for a Parcel, such Maximum Special Tax shall be escalated beginning the next Fiscal Year and each Fiscal Year thereafter by the Escalation Factor.

2. Undeveloped Property

The Maximum Special Tax for Fiscal Year 2013-14 for all Parcels of Undeveloped Property within Tax Zone 1 shall be \$1,191 per Acre. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Undeveloped Property shall be increased by the Escalation Factor.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for that Fiscal Year and levy the Special Tax on all Parcels of Taxable Property as follows:

Step 1: The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied is equal to the Special Tax Requirement;

Step 2: If additional revenue is needed after Step 1, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Step 1, is equal to the Special Tax Requirement.

The Special Taxes for CFD No. 2013-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the Authority may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

E. EXEMPTIONS

Notwithstanding any other provision of this Amended RMA, no Special Tax shall be levied on Parcels of Association Property or Public Property, except as otherwise provided in the Act.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The Authority reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the Authority's discretion. Interpretations may be made by the Authority by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Amended RMA.

G. APPEAL OF SPECIAL TAX LEVY

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than one calendar year after having paid the Special Tax that is disputed. The Administrator shall promptly review the appeal and, if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator's decision relative to the appeal, the owner may then file a written appeal with the Board whose subsequent decision shall be binding. If the decision of the Administrator (if the appeal is not filed with the Board) or the Board (if the appeal is filed

with the Board) requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Tax levies, but an adjustment shall be made to the next Special Tax levy(ies). This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

EXHIBIT C

RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES)
ANNEXATION NO. 9

MAXIMUM SPECIAL TAXES FOR ZONE 2 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 2 and all Parcels that annex into Tax Zone 2.

TAX ZONE 2
MAXIMUM SPECIAL TAXES

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2013-14 *</i>
Residential Property	\$276.26 per SFD Lot or Residential Unit
Non-Residential Property	\$960.00 per Acre
Mixed-Use Property	See Formula in RMA
Undeveloped Property	\$1,191.00 per Acre

** On July 1, 2014, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by the Escalation Factor.*

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

Secretary
Island Reclamation District No. 2062
73 West Stewart Road
Lathrop, CA 95330

Recorded for the benefit of Island
Reclamation District No. 2062 pursuant
to Government Code Section 27383

NINTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

Island Reclamation District No. 2062
Community Facilities District No. 2013-1
(Levee and Lake Maintenance Services)
Annexation No. 9

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned Secretary of Island Reclamation District No. 2062 (the "IRD 2062"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the Board of Trustees of IRD 2062 on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of services described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on October 3, 2013 as Document No. 2013-126695 (the "Original Notice"), and said special tax is to be levied according to the Amended and Restated Rate and Method of Apportionment of Special Tax set forth in that certain First Amendment to Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder on September 10, 2014 as Document No. 2014-089987 (the "First Amendment"), to which recorded Notice of Special Tax Lien and recorded First Amendment to Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference.

This Ninth Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on August 29, 2013, in Book 6 of Maps of Assessment and Community Facilities Districts at Page 41 (Document No. 2013-111318, in the Office of the County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Tax Zone 1 of the community facilities district, as described in the Amended and Restated Rate and Method of Apportionment of Special Tax

attached as Exhibit A to the First Amendment, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Ninth Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to IRD 2062 are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Treasurer of Island Reclamation District No. 2062, 73 West Stewart Road, Lathrop, California 95330, telephone number (209) 879-7900.

Dated: _____, 2019.

By: _____
Susan Dell'Osso, President,
Island Reclamation District No. 2062

EXHIBIT A

ISLAND RECLAMATION DISTRICT NO. 2062
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(LEVEE AND LAKE MAINTENANCE SERVICES)
ANNEXATION NO. 9

ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN
ANNEXATION NO. 9 TO ISLAND RECLAMATION DISTRICT NO. 2062
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(LEVEE AND LAKE MAINTENANCE SERVICES)

<u>Name(s) of Property Owner(s)</u>	<u>San Joaquin County Assessor's Parcel No.</u>
RIVER ISLANDS DEVELOPMENT LLC 73 W. STEWART RD, LATHROP CA 95330	210-400-09

EXHIBIT B

ISLAND RECLAMATION DISTRICT NO. 2062
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(LEVEE AND LAKE MAINTENANCE SERVICES)
ANNEXATION NO. 9

MAXIMUM SPECIAL TAXES FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 1 and all Parcels that annex into Tax Zone 1.

TAX ZONE 1
MAXIMUM SPECIAL TAXES

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2013-14 *</i>
Residential Property	\$81.00 per SFD Lot or Residential Unit
Non-Residential Property	\$640.00 per Acre
Mixed-Use Property	See Formula in RMA
Undeveloped Property	\$736.00 per Acre

** On July 1, 2014, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by the Escalation Factor.*

CONSENT TO, AND BALLOT IN FAVOR OF, ANNEXATION OF REAL PROPERTY TO ISLAND RECLAMATION DISTRICT NO. 2062 COMMUNITY FACILITIES DISTRICT NO. 2013-1 (LEVEE AND LAKE MAINTENANCE SERVICES)

To: Board of Trustees of Island Reclamation
District No. 2062, in its capacity as the
legislative body for Island Reclamation
District No. 2062 Community Facilities
District No. 2013-1 (Levee and Lake
Maintenance Services)

The undersigned hereby states and certifies, under penalty of perjury, as follows:

1. The undersigned is the owner (the "Owner"), or the legally authorized representative of the Owner, of fee title to the real property identified by San Joaquin County Assessor's parcel number(s) listed below (the "Property"), and possesses all legal authority necessary to execute this consent to, and ballot in favor of (the "Consent and Ballot"), the annexation of the Property to Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) (the "CFD").

2. The Owner understands that the Board of Trustees of Island Reclamation District No. 2062 (the "Board") has conducted proceeding pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Law") to form the CFD to finance various services (the "Services") described in Exhibit A hereto. The Owner also understands that the proceedings for the formation of the CFD authorized the Board to levy an annual special tax (the "Special Tax") on property in the CFD as specified in the Amended and Restated Rate and Method of Apportionment of Special Taxes (the "Rate and Method") for the CFD, a copy of which is attached hereto as Exhibit B, and authorized the annexation of property to the CFD, without additional public hearings, upon approval of the fee title owner of the property to be annexed as permitted by Section 53339.7(a) of the Law.

The Owner has been advised that a Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the San Joaquin County Recorder (the "County Recorder") on October 3, 2013 as Document No. 2013-126695, and a First Amendment to Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the County Recorder on September 10, 2014 as Document No. 2014-089987 (collectively, the "Notice of Special Tax Lien").

3. The Owner hereby irrevocably consents to, approves, and votes (for purposes of Article XIII A of the California Constitution) in favor of the annexation of the Property to Tax Zone 1 of the CFD (as such Tax Zone is described in the Notice of Special Tax Lien, and as the Maximum Special Tax rates for such Tax Zone 1 are set forth in Exhibit C hereto), and irrevocably consents to, approves and votes in favor of the annual levy of the Special Tax on the

Property pursuant to the Rate and Method to finance the Services. The Owner acknowledges that the Secretary of Island Reclamation District No. 2062 will record, or cause to be recorded, against the Property in the Office of the County Recorder an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code, which will impose a continuing lien on the Property to secure each levy of the Special Tax, and that under the Law said lien (a) will be coequal with the lien for ad valorem real property taxes levied by the County of San Joaquin on the Property, and (b) will be senior to any lien of any mortgage on the Property whether such mortgage lien was recorded prior to or after the recordation of the amendment to the Notice of Special Tax Lien.

4. The Owner hereby irrevocably waives any right the Owner may otherwise have to protest or challenge the validity of the proceedings of the Board to form the CFD and to authorize the annexation of any property (including the Property) to the CFD, and any necessity, requirement or right for further public hearings or any election pertaining to the annexation of the Property to the CFD or the levy of the Special Tax on the Property.

5. The Owner hereby agrees to provide written notice of the annexation of the Property to the CFD, and of the authority of the Board to levy the Special Tax on the Property pursuant to the Rate and Method, to any subsequent purchaser of the Property to the extent required by applicable law.

The Property subject to this Consent and Ballot, and to be annexed to the CFD, consist of the following San Joaquin County Assessor's Parcel(s):

210-400-09

The full legal name of the fee title Owner of the Property is:

River Islands Development, LLC

The foregoing Consent and Ballot is hereby executed on _____, 2019, in Lathrop, California.

By: _____
(signature)

Susan Dell'Osso
(type name of person executing
Consent and Ballot)

Its: President
(insert legal capacity of person
executing Consent and Ballot)

NOTARY 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 _____

} SS.

On _____, before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
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 _____ [Seal]
Notary Public

EXHIBIT A

ISLAND RECLAMATION DISTRICT NO. 2062 COMMUNITY FACILITIES DISTRICT NO. 2013-1 (LEVEE AND LAKE MAINTENANCE SERVICES)

DESCRIPTION OF SERVICES ELIGIBLE TO BE FUNDED BY THE DISTRICT

Services:

The services to be funded, in whole or in part, by the community facilities district (the "District") include all direct and incidental costs related to providing for the maintenance of lakes and levees within the River Islands area including the area initially included in the District, as well as any future annexation area of the District and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to, the maintenance of: (i) levees in urban and rural areas, including but not limited to squirrel and rodent abatement, vegetation control and repairs and renovations; (ii) lakes and their storm drainage and recreational functions, including but not limited to maintenance of pumps, intake and outfall structures, aeration systems and vegetation along lake edge areas; and (iii) other public services authorized to be funded under Section 53313(e) of the California Government Code. The District may fund any of the following related to the services described in the preceding sentence: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services.

The services to be financed by the District are in addition to those provided in the territory of the District before the date of creation of the District, and will not supplant services already available within that territory when the District is created.

Administrative Expenses:

The administrative expenses to be funded by the District include the direct and indirect expenses incurred by Island Reclamation District No. 2062 (the "RD") in carrying out its duties with respect to the District (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of attorneys, any fees of the County of San Joaquin related to the District or the collection of special taxes, an allocable share of the salaries of any RD staff directly related thereto and a proportionate amount of the RD's general administrative overhead related thereto, any amounts paid by the RD from its general fund with respect to the District or the services authorized to be financed by the District, and expenses incurred by the RD in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the RD in any way related to the District.

Other:

The incidental expenses that may be funded by the District include, in addition to the administrative expenses identified above, the payment or reimbursement to the RD of all costs associated with the establishment and administration of the District.

EXHIBIT B

ISLAND RECLAMATION DISTRICT 2062 COMMUNITY FACILITIES DISTRICT NO. 2013-1 (LEVEE AND LAKE MAINTENANCE SERVICES)

AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) shall be levied and collected according to the tax liability determined by the Board of Trustees or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2013-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportion of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded with the County.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: the expenses of RD 2062 in carrying out its duties with respect to CFD No. 2013-1 including, but not limited to, levying and collecting the Special Tax, fees and expenses of legal counsel, charges levied by the County Auditor's Office, Tax Collector's Office, and/or Treasurer's Office, costs related to annexing property into the CFD, costs related to property owner inquiries regarding the Special Tax, and all other costs and expenses of RD 2062, Lathrop Irrigation District, and the River Islands Public Financing Authority in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by RD 2062 to administer the Special Tax according to the Amended RMA.

"Amended RMA" means this Amended Rate and Method of Apportionment of Special Tax.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Association Property" means any property within the CFD that is owned by a homeowners association or property owners association, excluding Association Property under the pad or footprint of a Residential Unit.

"Authorized Services" means the public services authorized to be funded by the CFD as set forth in the documents adopted by the Board when the CFD was formed.

"Board of Trustees" or "Board" means the Board of Trustees of RD 2062.

"CFD" or "CFD No. 2013-1" means the Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services).

"CFD Formation" means the date on which the Resolution of Formation to form CFD No. 2013-1 was adopted by the Board of Trustees.

"City" means the City of Lathrop.

"City Council" means the City Council of the City of Lathrop.

"County" means the County of San Joaquin.

"Developed Property" means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

"Escalation Factor" means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2013 to April 2014.

"Final Map" means a final map, or portion thereof, recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) that creates

individual lots on which building permits for new construction may be issued without further subdivision and for which no further subdivision is anticipated pursuant to a tentative map approved for the property or, if no tentative map has been approved, pursuant to a then current specific plan or other land use plan for the property.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Maximum Special Tax" means the greatest amount of Special Tax that can be levied in any Fiscal Year determined in accordance with Section C below.

"Multi-Family Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued for construction of a residential structure with five or more Units that share a single Assessor's Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

"Non-Residential Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a structure that will be used for any non-residential purpose.

"Proportionately" means the following: (i) for Developed Property, the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property; and (ii) for Undeveloped Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property.

"Public Property" means any property within the boundaries of CFD No. 2013-1 that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local government or public agency.

"RD 2062" means Island Reclamation District 2062.

"Residential Property" means, in any Fiscal Year, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. Notwithstanding the foregoing, if a building permit is issued for a structure that includes both Residential Units and non-residential uses, the Residential Units within the building will be categorized as Residential Property, and a Special Tax shall be calculated separately for the Residential Units and Non-Residential Property on the Parcel, as set forth in Section C.1.c below.

"Residential Unit" means an individual single-family detached unit, an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure, or an individual apartment unit.

"SFD Lot" means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

"Single Family Attached Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor's Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

"Single Family Detached Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this Amended RMA.

"Special Tax" means a Special Tax levied in any Fiscal Year to pay the Special Tax Requirement.

"Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services; (ii) Administrative Expenses; and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the Special Tax will be collected.

"Taxable Property" means all Assessor's Parcels within the boundaries of CFD No. 2013-1 that are not exempt from the Special Tax pursuant to law or Section E below.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Amended RMA. All of the property within CFD No. 2013-1 at the time of CFD Formation is within Tax Zone 1. Additional Tax Zones may be created when property is annexed to the CFD, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of the Special Tax against his/her Parcel or Parcels pursuant to this Amended RMA.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2013-1 that are not Developed Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Taxable Property within the CFD. The Administrator shall also determine: (i) whether each Assessor's Parcel of Taxable Property is Developed Property or Undeveloped Property; (ii) in which Tax Zone each Assessor's Parcel is located; and (iii) the Special Tax Requirement for the then-current Fiscal Year.

In any Fiscal Year, if it is determined that (i) a Final Map for a portion of property in the CFD was recorded after the last date upon which the Assessor will incorporate the newly-created Parcels into the then current tax roll, and (ii) because of the date the Final Map was recorded, the Assessor does not yet recognize the new Parcels created by the Final Map, the Administrator shall calculate the Special Tax for the property affected by recordation of the Final Map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the original Parcel that was subdivided by recordation of the Final Map.

C. MAXIMUM SPECIAL TAXES

1. Developed Property

a. Residential Property

The Maximum Special Tax for Fiscal Year 2013-14 for all Parcels of Residential Property within Tax Zone 1 shall be \$81 per SFD Lot or Residential Unit. All of the property within the CFD at the time of CFD Formation is within Tax Zone 1; a different Maximum Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Residential Property shall be increased by the Escalation Factor.

b. Non-Residential Property

The Maximum Special Tax for Fiscal Year 2013-14 for Non-Residential Property within Tax Zone 1 shall be \$640 per Acre. All of the property within the CFD at the time of CFD Formation is within Tax Zone 1 a different Maximum Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Non-Residential Property shall be increased by the Escalation Factor.

c. Mixed-Use Property

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Residential Units and non-residential uses, the Maximum Special Tax for the Parcel shall be the sum of (i) the Maximum Special Tax for Residential Property multiplied by all Residential

Units on the Parcel, and (ii) the Maximum Special Tax for Non-Residential Property multiplied by the full Acreage of the Parcel. After the aggregate Maximum Special Tax has been determined for a Parcel, such Maximum Special Tax shall be escalated beginning the next Fiscal Year and each Fiscal Year thereafter by the Escalation Factor.

2. Undeveloped Property

The Maximum Special Tax for Fiscal Year 2013-14 for all Parcels of Undeveloped Property within Tax Zone 1 shall be \$736 per Acre. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Undeveloped Property shall be increased by the Escalation Factor.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for that Fiscal Year and levy the Special Tax on all Parcels of Taxable Property as follows:

Step 1: The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied is equal to the Special Tax Requirement;

Step 2: If additional revenue is needed after Step 1, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Step 1, is equal to the Special Tax Requirement.

The Special Taxes for CFD No. 2013-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that RD 2062 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

E. EXEMPTIONS

Notwithstanding any other provision of this Amended RMA, no Special Tax shall be levied on Parcels of Association Property or Public Property, except as otherwise provided in the Act.

F. INTERPRETATION OF SPECIAL TAX FORMULA

RD 2062 reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to RD 2062's discretion. Interpretations may be made by RD 2062 by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Amended RMA.

G. APPEAL OF SPECIAL TAX LEVY

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than one calendar year after having paid the Special Tax that is disputed. The Administrator shall promptly review the appeal and, if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator's decision relative to the appeal, the owner may then file a written appeal with the Board whose subsequent decision shall be binding. If the decision of the Administrator (if the appeal is not filed with the Board) or the Board (if the appeal is filed with the Board) requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Tax levies, but an adjustment shall be made to the next Special Tax levy(ies). This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

EXHIBIT B

ISLAND RECLAMATION DISTRICT NO. 2062
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(LEVEE AND LAKE MAINTENANCE SERVICES)
ANNEXATION NO. 9

MAXIMUM SPECIAL TAXES FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 1 and all Parcels that annex into Tax Zone 1.

TAX ZONE 1
MAXIMUM SPECIAL TAXES

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2013-14 *</i>
Residential Property	\$81.00 per SFD Lot or Residential Unit
Non-Residential Property	\$640.00 per Acre
Mixed-Use Property	See Formula in RMA
Undeveloped Property	\$736.00 per Acre

** On July 1, 2014, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by the Escalation Factor.*

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

Secretary
River Islands Public Financing Authority
73 West Stewart Road
Lathrop, CA 95330

Recorded for the benefit of the River Islands
Public Financing Authority pursuant to
Government Code Section 27383

AMENDMENT NO. 7 TO NOTICE OF SPECIAL TAX LIEN

River Islands Public Financing Authority
Community Facilities District No. 2016-1
(River Islands Supplemental)
Annexation No. 5

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et seq.*, of the California Government Code (the "Act"), the undersigned Secretary of the River Islands Public Financing Authority (the "Authority"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the Board of Directors of the Authority on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of facilities described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on September 19, 2016 as Document No. 2016-112901 (the "Original Notice"), and said special tax is to be levied according to the Amended Rate and Method of Apportionment of Special Tax set forth in Exhibit B to the First Amendment to Notice of Special Tax Lien recorded in the Office of the County Recorder on February 16, 2017 as Document No. 2017-020077 (the "First Amendment"), to which recorded Original Notice and First Amendment reference is hereby made and the provisions of both of which are hereby incorporated herein in full by this reference.

This Amendment No. 7 to Notice of Special Tax Lien further amends the Original Notice to add to the territory within the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on August 3, 2016, in Book 6 of Maps of Assessment and Community Facilities Districts at Page 88 (Document No. 2016-090572, in the Office of the County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Zone 3 of the community facilities district, as described in the Amended Rate and Method of Apportionment of Special Taxes for the community facilities district attached as Exhibit A to the First Amendment, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Amendment No. 7 to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Treasurer of the River Islands Public Financing Authority, 73 West Stewart Road, Lathrop, California 95330, telephone number (209) 879-7900.

Dated: _____, 2019.

By: _____
Karna E. Harrigfeld, Secretary,
River Islands Public Financing Authority

EXHIBIT A

**RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)
ANNEXATION NO. 5**

**ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN
ANNEXATION NO. 5 TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)**

<u>Name(s) of Property Owner(s)</u>	<u>San Joaquin County Assessor's Parcel No.</u>
River Islands Development, LLC	210-400-09

EXHIBIT B

RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-1 (RIVER ISLANDS SUPPLEMENTAL)

MAXIMUM SPECIAL TAXES FOR ZONE 3 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 3 and all Parcels that annex into Tax Zone 3.

TAX ZONE 3 MAXIMUM SPECIAL TAXES

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2016-17 *</i>
Residential Property	\$5,000 per Unit
Other Property	\$0 per Acre
Undeveloped Property	\$0 per Acre

* On July 1, 2017, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by an amount equal to two percent (2%) of the amount in effect for the prior Fiscal Year.

**UNANIMOUS APPROVAL
of Annexation to a Community Facilities District
and Related Matters**

**CITY OF LATHROP
Community Facilities District No. 2013-1
(River Islands Public Services and Facilities)**

To the Honorable City Council,
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of River Islands Development, LLC, the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to annexation of the Property to the "City of Lathrop, Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)" (the "CFD"), and it states as follows:

1. Property Owner. This Unanimous Approval is submitted by the Property Owner as the record owner(s) of fee title to the Property. The Property Owner has supplied to the City current evidence of its ownership of fee title to the Property.

2. Approval of Annexation. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services and facilities (the "Services and Facilities") described in Exhibit A hereto and made a part hereof.

3. Approval of Special Tax and the Facilities and Services. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services and Facilities, according to the Amended Rate and Method of Apportionment of Special Taxes for the CFD attached hereto as Exhibit B and made a part hereof (the "Rate and Method"). Exhibit B includes the cost estimate for the Facilities and Services. The Property is being annexed into Tax Zone 1 of the CFD with the maximum special tax rates identified in Exhibit C hereto. The City will create a special account into which the Special Taxes will be deposited, when collected. The City will prepare the annual report required by Government Code Section 50075.3.

4. Approval of the Appropriations Limit. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the appropriations limit established for the CFD.

5. Waivers and Vote. The Property Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIII A of the California Constitution. The Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

6. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of San Joaquin, State of California on November 18, 2013, as Document No. 2013-143754 in the Office of the County Recorder of the County of San Joaquin, and amended as referred to in the Amended Notice of Special Tax Lien recorded on October 23, 2015 as Document No. 2015-127760. The Property Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of San Joaquin an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

7. Authority Warranted. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any "due-on-encumbrance" clauses under any existing security instruments secured by the Property.

8. Due Diligence and Disclosures. The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

9. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City's costs in annexing the Property to the CFD.

10. The Property. The Property is identified as follows:

Assessor's Parcel No. 210-400-09

Property Address: N/A

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

Tax Zone #: 1

Property Owner

RIVER ISLANDS DEVELOPMENT, LLC
a California limited liability company

By: _____
Name: Susan Dell'Osso
Title: President

Notice Address:

River Islands Development, LLC
73 Stewart Road
Lathrop, CA 95330

(Attach acknowledgment)

EXHIBIT A

CITY OF LATHROP Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)

DESCRIPTION OF AUTHORIZED SERVICES AND FACILITIES

Services

The services to be funded, in whole or in part, by the community facilities district (CFD) include all direct and incidental costs related to providing public services and maintenance of public infrastructure within the River Islands area including the area initially included in the CFD, as well as any future annexation area of the CFD and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to: (i) police protection services, including City contracts with the San Joaquin Sheriff's Office or other police services providers, or costs of a City police department if and when one is established, (ii) maintenance of open space, including trails and habitat areas, with services to include, but not be limited to, irrigation and vegetation control; (iii) maintenance of roads and roadways, with services to include, but not be limited to, regularly scheduled street sweeping, repair of public streets, striping of streets and repair and repainting of sound walls and other appurtenances; (iv) storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, (v) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; and (vi) any other public services authorized to be funded under Section 53313 of the California Government Code that are not already funded by another community facilities district on the property within the CFD.

The CFD may fund any of the following related to the services described in the preceding paragraph: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the District is created.

Facilities

The CFD may also fund all or any portion of the costs of the following facilities to be located within or in the vicinity of the CFD:

Roadway and related improvements, including, but not limited to, construction of the roadways currently identified on Vesting Tentative Map No. 3694 as Stewart Road, Golden Valley Parkway, South River Islands Parkway, North River Islands Parkway, Broad Street, Commercial Street, J8 Street, B5 Street, B6 Street and C1 Street, as well as other backbone and

arterial streets, including, but not limited to, grading, fill, pavement section, curb gutter and sidewalk, joint trench, water, sewer, reclaimed water, storm drainage, and other utility improvements necessary for, or incidental to, road construction. Roadway improvements may also include landscaping, street lights and signage, and traffic signals and striping.

Bradshaw's Crossing Bridge improvements, including, but not limited to, design, construction, utility connections, mitigation payments, right-of-way acquisition, and other improvements required for, or incidental to, construction of the bridge.

Water infrastructure, including, but not limited to, tanks, pump stations, distribution lines, and other improvements necessary for, or incidental to, the delivery of potable or reclaimed water.

Sewer infrastructure, including, but not limited to, treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, pump stations, lift stations, and other improvements necessary for, or incidental to, the delivery of sanitary sewer service.

Public landscaping and recreational features along rivers, lakes, within parks, and along and including pathways.

Offsite public infrastructure, including, but not limited to, the extension of sanitary sewer lines and payment of license fees (e.g., to Caltrans or UPRR) and any other incidental fees or exactions.

The facilities authorized to be funded by the CFD shall include the costs of design, engineering, surveys, reports, environmental mitigation, soils testing, permits, plan check, inspection fees, impact fees, insurance, construction management, and any other costs or appurtenances related to any of the foregoing.

Administrative Expenses

The administrative expenses to be funded by the CFD include the direct and indirect expenses incurred by the City of Lathrop (City) in carrying out its duties with respect to the CFD including, but not limited to, the levy and collection of the special taxes, the fees and expenses of attorneys, any fees of the County of San Joaquin related to the CFD or the collection of special taxes, an allocable share of the salaries of any City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the CFD or the services authorized to be financed by the CFD, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the CFD.

Other

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the CFD of all costs associated with the establishment and ongoing administration of the CFD.

EXHIBIT B

CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)

AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes applicable to each Assessor's Parcel in the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) shall be levied and collected according to the tax liability determined by the City or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: expenses of the City in carrying out its duties with respect to the CFD, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this Amended RMA, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Amended RMA.

"Amended RMA" means this Amended Rate and Method of Apportionment of Special Tax.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on a County Assessor's Parcel map with an assigned County Assessor's Parcel number.

“Authorized Facilities” means the public facilities authorized to be financed, in whole or in part, by Facilities Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

“Authorized Services” means those services that are authorized to be funded by Services Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

“CFD” means the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities).

“CFD Formation” means the date on which the Resolution of Formation to form CFD No. 2013-1 was adopted by the City Council.

“City” means the City of Lathrop.

“City Council” means the City Council of the City of Lathrop.

“County” means the County of San Joaquin.

“Developed Property” means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

“Development Agreement” means the 2003 Amended and Restated Development Agreement dated February 4, 2003 and recorded on March 31, 2003 in the San Joaquin County Recorder’s Office as Document No. 2003-069319, as has been amended and as may be amended in the future.

“Escalation Factor” means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2013 to April 2014.

“Facilities Special Tax” means a special tax levied in any Fiscal Year after the Trigger Event has taken place to pay the Facilities Special Tax Requirement.

“Facilities Special Tax Requirement” means the amount necessary in any Fiscal Year after the Trigger Event to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds.

“Final Map” means a final map, or portion thereof, approved by the City and recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq) that creates SFD Lots. The term “Final Map” shall not include any large lot subdivision map, Assessor’s Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor’s Parcels that are designated as remainder parcels.

“Fiscal Review Process” means the River Islands Annual Fiscal Review Process, which is required pursuant to the Development Agreement, and which process is described in detail in Exhibit B of the Development Agreement.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Maximum Facilities Special Tax” means the greatest amount of Facilities Special Tax that can be levied on a Parcel in any Fiscal Year after the Trigger Event, as determined in accordance with Section C.2 below.

“Maximum Services Special Tax” means the greatest amount of Services Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Section C.1 below.

“Maximum Special Taxes” means, collectively, the Maximum Facilities Special Tax and the Maximum Services Special Tax that can be levied on a Parcel in any Fiscal Year.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued or is expected to be issued for construction of a residential structure with five or more Units that share a single Assessor’s Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

“Non-Residential Property” means all Assessor’s Parcels of Taxable Property for which a building permit was or is expected to be issued for an office, commercial, retail, industrial or mixed-use building, as determined by the City.

“Non-Residential Square Footage” means the net leasable square footage used by or designated for non-residential uses within a building as reflected on the condominium plan, site plan, building permit for new construction, or other such document. If a structure on a Parcel of Non-Residential Property includes Units, such Units shall be categorized and taxed as Residential Property, and the square footage of such Units shall not be counted as Non-Residential Square Footage for purposes of determining the Maximum Special Taxes pursuant to Section C below.

“Proportionately” means that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property.

“Public Property” means any property within the boundaries of the CFD that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local governments or public agencies.

“Residential Property” means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. If a building includes both Units and Non-Residential Square Footage, the Units within the building shall be categorized as Residential Property for purposes of this Amended RMA.

“Services Special Tax” means a special tax levied in any Fiscal Year to pay the Services Special Tax Requirement.

“Services Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Services Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from the collection of delinquent Services Special Taxes and associated penalties and interest.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this Amended RMA.

“Special Taxes” means, collectively, the Facilities Special Tax and the Services Special Tax.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Taxes pursuant to law or Section F below.

“Tax Zone” means a mutually exclusive geographic area within which Special Taxes may be levied pursuant to this Amended RMA. *All of the property within CFD No. 2013-1 at the time*

of CFD Formation is within Tax Zone 1. Additional Tax Zones may be created when property is annexed to the CFD, and separate Maximum Special Taxes shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of Special Taxes against his/her Parcel or Parcels pursuant to this Amended RMA.

"Trigger Event" will be deemed to have occurred in any Fiscal Year if, on or before June 30 of the prior Fiscal Year, the City has made a finding that, for the third year in a row, the Fiscal Review Process has demonstrated that fiscal surpluses will be generated to the City's general fund from development within the River Islands Master Plan area, and, as part of the Fiscal Review Process in each of the prior three years, the Services Special Tax revenue factored into the fiscal analysis was based on the Services Special Tax being levied at only 47.43% of the Maximum Services Special Tax that could have been levied in each of those three years. Once the Trigger Event has occurred, the reduced Services Special Taxes and the Facilities Special Taxes determined pursuant to Sections C.1 and C.2 shall be the applicable Maximum Special Taxes in all future Fiscal Years regardless of the results of future Fiscal Review Processes.

"Unit" means a single family detached unit or an individual unit within a duplex, triplex, halfplex, fourplex, condominium, townhome, live/work, or apartment structure.

B. DATA FOR ADMINISTRATION OF SPECIAL TAXES

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Developed Property within the CFD. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located; (ii) which Parcels of Developed Property are Residential Property and Non-Residential Property; (iii) the Non-Residential Square Footage of buildings on each Parcel of Non-Residential Property; (iv) for Single Family Detached Property, the square footage of each SFD Lot, (v) by reference to the condominium plan, site plan, or other document, the number of Units on each Parcel of Single Family Attached Property and Multi-Family Property; (vi) whether the Trigger Event has occurred; and (vii) the Services Special Tax Requirement and, if the Trigger Event has occurred, the Facilities Special Tax Requirement for the Fiscal Year. To determine the square footage of each Parcel of Single Family Detached Property, the Administrator shall reference Assessor's Parcel Maps or, if the square footage is not yet designated on such maps, the small lot subdivision map recorded to create the individual lots.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new parcels created by the parcel map, and (iii) a building permit was issued on or prior to June 30 of the prior Fiscal Year

for development on one or more of the newly-created parcels, the Administrator shall calculate the Special Taxes for Units and/or Non-Residential Square Footage within the subdivided area and levy such Special Taxes on the master Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAXES

1. *Services Special Tax, Tax Zone 1*

Table 1 below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event; a different Maximum Services Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

TABLE 1
Maximum Services Special Tax
Tax Zone 1

<i>Type of Property</i>	<i>Lot Size</i>	<i>Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*</i>	<i>Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*</i>
<u>Residential Property:</u> Single Family Detached Property Single Family Detached Property Single Family Detached Property Single Family Detached Property Single Family Detached Property Single Family Attached Property Multi-Family Property	Greater than 7,000 SqFt 5,801 to 7,000 SqFt 4,801 to 5,800 SqFt 4,000 to 4,800 SqFt Less than 4,000 SqFt Not Applicable Not Applicable	\$328.74 per SFD Lot \$265.42 per SFD Lot \$243.51 per SFD Lot \$206.98 per SFD Lot \$192.37 per SFD Lot \$ 0.00 per Unit \$ 0.00 per Unit	\$155.91 per SFD Lot \$125.88 per SFD Lot \$115.49 per SFD Lot \$ 98.16 per SFD Lot \$ 91.23 per SFD Lot \$ 0.00 per Unit \$ 0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.*

2. *Facilities Special Tax, Tax Zone 1*

Table 2 below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1 both before and after the Trigger Event; a different Maximum Facilities Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

TABLE 2
Maximum Facilities Special Tax
Tax Zone 1

<i>Type of Property</i>	<i>Lot Size</i>	<i>Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*</i>	<i>Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*</i>
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$ 0.00 per SFD Lot	\$172.83 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$ 0.00 per SFD Lot	\$139.54 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$ 0.00 per SFD Lot	\$128.02 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$ 0.00 per SFD Lot	\$108.82 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	\$ 0.00 per SFD Lot	\$101.14 per SFD Lot
Single Family Attached Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Multi-Family Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

*** On July 1, 2014 and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in Table 2 above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.**

3. *Maximum Special Taxes for Mixed-Use Buildings*

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Units and Non-Residential Square Footage, the Maximum Special Tax for the Parcel shall be the sum of (i) the aggregate Maximum Special Taxes for all Units on the Parcel, and (ii) the Maximum Special Taxes determined for all of the Non-Residential Square Footage on the Parcel.

D. METHOD OF LEVY OF THE SPECIAL TAXES

1. *Services Special Tax*

Each Fiscal Year, the Administrator shall determine the Services Special Tax Requirement for the Fiscal Year, and the Services Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Services Special Tax, or (ii) the Proportionately determined percentage of the Maximum Services Special Tax required to generate the Services Special Tax Requirement, whichever is less.

2. *Facilities Special Tax*

Each Fiscal Year after the Trigger Event, the Administrator shall determine the Facilities Special Tax Requirement for the Fiscal Year, and the Facilities Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Facilities Special Tax, or (ii) the Proportionately determined percentage of the Maximum Facilities Special Tax required to generate the Facilities Special Tax Requirement, whichever is less.

E. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the City may directly bill, collect at a different time or in a different manner, and/or collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied for thirty (30) Fiscal Years, beginning the first Fiscal Year after the Trigger Event has taken place. Under no circumstances may the Facilities Special Tax on a Parcel in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. The Services Special Tax may be levied and collected in perpetuity.

F. EXEMPTIONS

No Special Taxes shall be levied on Public Property or any other Parcels in the CFD that are not Residential Property or Non-Residential Property, as defined herein.

G. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and/or revise this Amended RMA to correct any inconsistency, vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties or any definition applicable to the CFD, by resolution or ordinance. The City, upon the request of an owner of land within the CFD which is not Developed Property, may also amend this Amended RMA in any manner acceptable to the City, by resolution or

ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within the CFD, provided such amendment only affects such owner's land.

EXHIBIT C
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)
ANNEXATION NO. 10

MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$328.74 per SFD Lot	\$155.91 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$265.42 per SFD Lot	\$125.88 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$243.51 per SFD Lot	\$115.49 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$206.98 per SFD Lot	\$98.16 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$192.37 per SFD Lot	\$91.23 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter, all figures shown in the table above shall be increased by the Escalation Factor.*

MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$0.00 per SFD Lot	\$172.83 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$0.00 per SFD Lot	\$139.54 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$0.00 per SFD Lot	\$128.02 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$0.00 per SFD Lot	\$108.82 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$0.00 per SFD Lot	\$101.14 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.*

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**CITY MANAGER'S REPORT
SEPTEMBER 9, 2019, CITY COUNCIL REGULAR MEETING**

ITEM: **ACCEPT OFF-SITE IMPROVEMENTS CONSTRUCTED BY TEICHERT & SONS, INC., DBA TEICHERT CONSTRUCTION, ON MANTHEY ROAD, HARLAN ROAD AND HOWLAND ROAD**

RECOMMENDATION: **Adopt Resolution Accepting Off-Site Improvements Constructed by Teichert Construction under Contract with Developer River Islands Development, LLC, on Manthey Road, Harlan Road and Howland Road and Authorize the Release of the Performance Bond Associated with Encroachment Permit No. 2018-16**

SUMMARY:

River Islands Development, LLC (RID), the developer for the River Islands Development at Lathrop, entered into a contract with Teichert & Sons, Inc., DBA Teichert Construction (Teichert), to construct off-site utility improvements in accordance with Encroachment Permit (EP) No. 2018-16 and as shown on the civil improvement plans prepared by Carlson, Barbee & Gibson, Inc., dated August 2005 and O'Dell Engineering, dated November 2013 and June 2017. The project location begins at the east end of the pedestrian bridge that spans the San Joaquin River along Manthey Road and ends at the Lathrop Consolidated Treatment Facility (LCTF). See Attachment B for Site Map.

The off-site utility improvements include, but are not limited to, a 12-inch sanitary sewer force main, 18-inch sanitary sewer force main, 16-inch recycled water line and a 16-inch water main. In addition, two steel casings were installed under the railroad at Manthey Road and under the railroad at Howland Road, and a third steel casing was installed under Interstate 5. By means of Lathrop Municipal Code 16.16.160 Improvements, "Upon the completion of the required improvements by the subdivider, the city engineer shall make a final inspection of the subdivision. If upon inspection it is found that all improvements have been installed in accordance with approved plans and specifications, the city engineer shall transmit such findings to the city council." The city engineer has inspected the off-site utilities improvements and has deemed the off-site utilities improvements complete in accordance with the approved plans and specifications.

Staff requests that the City Council accept the improvements and authorize staff to release Performance Bond No. SU 1124660, in the amount of \$423,150, and Labor and Materials Bond No. SU 1124660 in the amount of \$211,575, associated with Encroachment Permit 2018-16.

SEPTEMBER 9, 2019, CITY COUNCIL REGULAR MEETING**ACCEPT OFF-SITE IMPROVEMENTS CONSTRUCTED BY TEICHERT & SONS, INC, DBA TEICHERT CONSTRUCTION, ON MANTHEY ROAD, HARLAN ROAD & HOWLAND ROAD****BACKGROUND:**

The City Council approved VTM 3694 on March 27, 2007 and amended VTM 3694 on June 1, 2015 with updated Conditions of Approval. As part of the Conditions of Approval, RID is required to construct the off-site utility improvements. The off-site utility improvements were constructed in phases beginning in 2006 and completed in 2019 in accordance with EP No. 2016-29, 2018-16 and 2019-22 and as shown on the civil improvement plans prepared by Carlson, Barbee & Gibson, Inc., dated August 2005 and O'Dell Engineering, dated November 2013 and June 2017. By means of Lathrop Municipal Code 16.16.160 Improvements, "Upon the completion of the required improvements by the sub divider, the city engineer shall make a final inspection of the subdivision. If upon inspection it is found that all improvements have been installed in accordance with approved plans and specifications, the city engineer shall transmit such findings to the city council." The city engineer has inspected the off-site utilities improvements and has deemed the off-site utilities improvements complete in accordance with the approved plans and specifications. A complete list of the improvements to be accepted is shown in Attachment C, GASB 34 Report. With the acceptance of the off-site utility improvements, Performance Bond No. SU 1124660, in the amount of \$423,150, and Labor and Materials Bond No. SU 1124660 in the amount of \$211,575, associated with EP No. 2018-16, can be released. Performance Bonds connected to EP No. 2016-29 and 2019-22 have already been released.

RID has provided one-year maintenance bond, Bond No. SU 1124660-A, in the amount of \$47,624 for the utility improvements being accepted east of Interstate 5 to guarantee replacement and/or repair of the improvements as a result of defective materials or defective workmanship. A one-year maintenance bond for the utility improvements constructed west of Interstate 5 is not required since these improvements have been in operation for several years. The approximate value of the improvements being accepted is \$2,044,355, as shown in the GASB 34 report, included as Attachment C.

REASON FOR RECOMMENDATION:

Since the developer has completed its obligation to construct the off-site utility improvements, staff requests that the City Council accept the improvements and authorize staff to release Performance Bond No. SU 1124660, in the amount of \$423,150.00, and Labor and Materials Bond No. SU 1124660 in the amount of \$211,575, for River Islands Development, LLC, in association with EP 2018-16.

FISCAL IMPACT:

The City's maintenance costs for the new off-site utilities are included in the operating budget.

SEPTEMBER 9, 2019, CITY COUNCIL REGULAR MEETING

ACCEPT OFF-SITE IMPROVEMENTS CONSTRUCTED BY TEICHERT & SONS, INC, DBA TEICHERT CONSTRUCTION, ON MANTHEY ROAD, HARLAN ROAD & HOWLAND ROAD

ATTACHMENTS:

- A. Resolution Accepting Off-Site Utility Improvements Constructed by Teichert & Sons, Inc., DBA Teichert Construction, under Contract with Developer River Islands Development, LLC, on Manthey Road, Harlan Road and Howland Road and Authorize the Release of the Performance Bond Associated with Encroachment Permit No. 2018-16
- B. Site Map
- C. GASB 34 Report, dated December 17, 2018, for River Islands – Off-site Utilities (East of I-5 to WRP#1) and GASB 34 Report, dated July 18, 2019, for River Islands – Off-site Utilities (West of I-5 to PS)

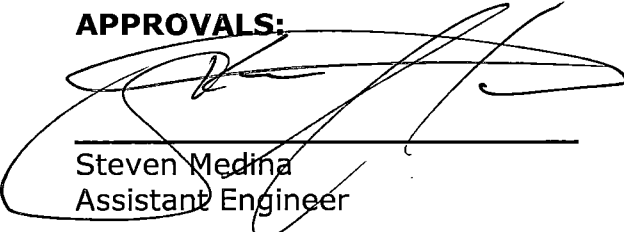
CITY MANAGER'S REPORT

PAGE 4

SEPTEMBER 9, 2019, CITY COUNCIL REGULAR MEETING

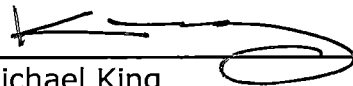
ACCEPT OFF-SITE IMPROVEMENTS CONSTRUCTED BY TEICHERT & SONS, INC, DBA TEICHERT CONSTRUCTION, ON MANTHEY ROAD, HARLAN ROAD & HOWLAND ROAD

APPROVALS:



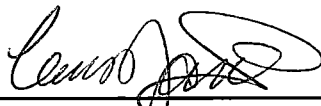
Steven Medina
Assistant Engineer

8/19/19
Date



Michael King
Assistant Director of Public Works

8-19-19
Date



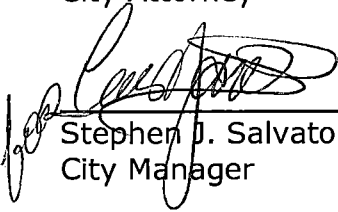
Cari James
Finance & Administrative
Services Director

8/20/19
Date



Salvador Navarrete
City Attorney

8-19-19
Date



Stephen J. Salvatore
City Manager

8/28/19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING OFF-SITE UTILITY IMPROVEMENTS CONSTRUCTED BY TEICHERT & SONS, INC., DBA TEICHERT CONSTRUCTION, UNDER CONTRACT WITH DEVELOPER RIVER ISLANDS DEVELOPMENT, LLC, ON MANTHEY ROAD, HARLAN ROAD AND HOWLAND ROAD AND AUTHORIZE THE RELEASE OF THE PERFORMANCE BOND ASSOCIATED WITH ENCROACHMENT PERMIT NO. 2018-16

WHEREAS, River Islands Development, LLC (RID), the developer for the River Islands Development at Lathrop, contracted Teichert & Sons, Inc., DBA Teichert Construction (Teichert), to construct off-site utility improvements; and

WHEREAS, the project location approximately begins at the east end of the pedestrian bridge that spans the San Joaquin River along Manthey Road and ends at the Lathrop Consolidated Treatment Facility (LCTF); and

WHEREAS, the off-site utility improvements include, but are not limited to, a 12-inch sanitary sewer force main, 18-inch sanitary sewer force main, 16-inch recycled water line and a 16-inch water main.

WHEREAS, two steel casings were installed under the railroad at Manthey Road and under the railroad at Howland Road, and a third steel casing was installed under Interstate 5; and

WHEREAS, Teichert has completed construction of the off-site improvements in accordance with Encroachment Permit (EP) No. 2018-16 and as shown on the civil improvement plans prepared by Carlson, Barbee & Gibson, Inc., dated August 2005 and O'Dell Engineering, dated November 2013 and June 2017; and

WHEREAS, by means of Lathrop Municipal Code 16.16.160 Improvements, "Upon the completion of the required improvements by the sub divider, The City Engineer shall make a final inspection of the subdivision. If upon inspection it is found that all improvements have been installed in accordance with approved plans and specifications, the city engineer shall transmit such findings to the city council."; and

WHEREAS RID has provided a one-year maintenance bond, Bond No. SU 1124660-A, in the amount of \$47,624.00 for the utility improvements being accepted east of Interstate 5; and

WHEREAS, the City is not requesting a one-year maintenance bond for the off-site work constructed west of Interstate 5 because those improvements have been in operation for several years; and

WHEREAS, staff recommends that City Council accept these improvements and authorize City staff to release the performance bond in association with the encroachment permit, EP 2018-16; and

WHEREAS, Performance Bonds connected to EP No. 2016-29 and 2019-22 have already been released.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop accepts the off-site improvements completed by Teichert in accordance with Encroachment Permit (EP) No. 2018-16 and as shown on the civil improvement plans prepared by Carlson, Barbee & Gibson, Inc., dated August 2005 and O'Dell Engineering, dated November 2013 and June 2017, and authorizes the release of Performance Bond No. SU 1124660, in the amount of \$423,150.00, and Labor and Materials Bond No. SU 1124660, in the amount of \$211,575, associated with Encroachment Permit No. 2018-16.

The foregoing resolution was passed and adopted this 9th day of September 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

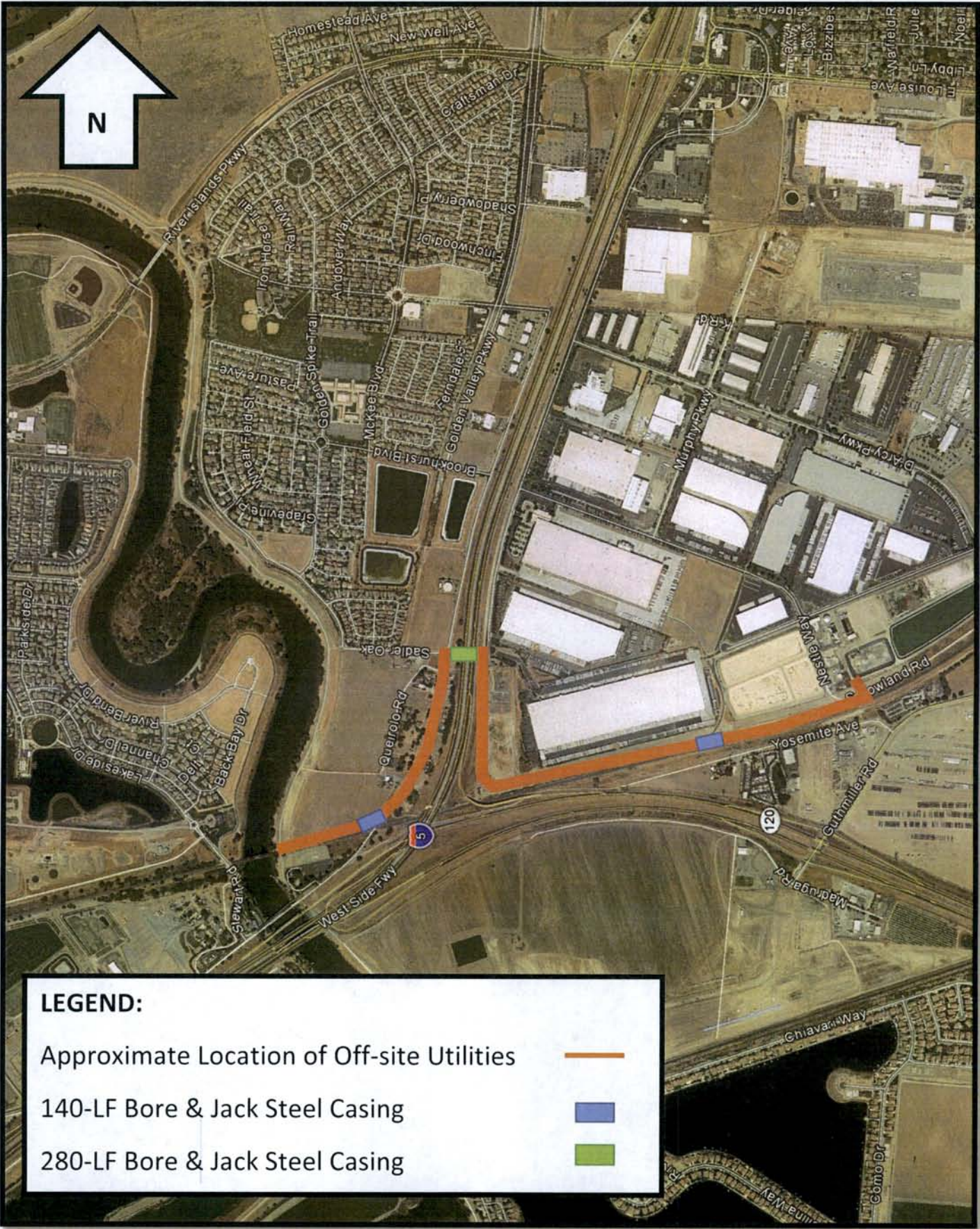
Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

SITE MAP



**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by: O'Dell EngineeringDate: 12/17/2018Tract No.: River Islands - OFF-SITE UTILITIES (EAST OF I-5 TO WRP#1)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total</u>
12" PVC Sanitary Sewer Force Main (in unpaved route)	LF	5,100	\$ 51.00	\$ 260,100.00
18" PVC Sanitary Sewer Force Main (in unpaved route)	LF	5,110	\$ 66.00	\$ 337,260.00
12" DIP Sanitary Sewer Force Main (in unpaved route)	LF	560	\$ 67.00	\$ 37,520.00
18" DIP Sanitary Sewer Force Main (in unpaved route)	LF	560	\$ 98.00	\$ 54,880.00
Jack & Bore 12" DIP Force Main (in a 24" casing)	LF	140	\$ 400.00	\$ 56,000.00
Jack & Bore 18" DIP Force Main (in a 30" casing)	LF	140	\$ 460.00	\$ 64,400.00
ARV	EA	2	\$ 7,200.00	\$ 14,400.00
16" PVC Recycled Water Pipe (in unpaved route)	LF	5,230	\$ 60.00	\$ 313,800.00
16" DIP Recycled Water Pipe (in unpaved route)	LF	540	\$ 91.00	\$ 49,140.00
Jack & Bore 16" DIP Recycled Water (in a 30" casing)	LF	140	\$ 460.00	\$ 64,400.00
ARV	EA	1	\$ 4,500.00	\$ 4,500.00
16" Butterfly Valve	EA	12	\$ 3,700.00	\$ 44,400.00

Total \$ 1,300,800.00

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by:

Date: 7/18/2019

Tract No:

River Islands - Off-site Utilities (West of I-5 to PS)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total</u>
12" PVC Sanitary Sewer Force Main	LF	1772	\$ 51.00	\$ 90,372.00
18" PVC Sanitary Sewer Force Main	LF	1785	\$ 51.00	\$ 91,035.00
12" DIP Sanitary Sewer Force Main	LF	749	\$ 67.00	\$ 50,183.00
18" DIP Sanitary Sewer Force Main	LF	728	\$ 98.00	\$ 71,344.00
Jack & Bore 12" DIP Force Main (in a 24" casing)	LF	140	\$ 400.00	\$ 56,000.00
Jack & Bore 18" DIP Force Main (in a 30" casing)	LF	140	\$ 460.00	\$ 64,400.00
16" PVC Recycled Water Pipe	LF	1766	\$ 60.00	\$ 105,960.00
16" PVC Water Pipe	LF	1779	\$ 60.00	\$ 106,740.00
16" DIP Water Pipe	LF	891	\$ 61.00	\$ 54,351.00
16" DIP Recycled Water Pipe	LF	818	\$ 65.00	\$ 53,170.00
		Total		\$ 743,555.00

**CITY MANAGER'S REPORT
SEPTEMBER 9, 2019 CITY COUNCIL REGULAR MEETING**

ITEM: **PUBLIC HEARING (PUBLISHED NOTICE) TO
CONSIDER ISSUANCE OF REVENUE
ANTICIPATION NOTES BY THE RIVER ISLANDS
PUBLIC FINANCING AUTHORITY**

RECOMMENDATION: **Council to Consider the Following:**

- 1. Hold a Public Hearing; and**
- 2. Adopt a Resolution Making Findings
with Respect to Public Benefit and
Approving the Issuance of Revenue
Anticipation Notes by the River
Islands Public Financing Authority**

SUMMARY:

Pursuant to the development agreement ("DA") with the developers of the River Islands ("Developer") Project, the City requires the River Islands at Lathrop project to provide funding for construction, maintenance and operation of River Islands related infrastructure without utilizing City backed financing. The developer has met this requirement since the inception of the project.

One of the ways infrastructure is financed for the River Islands project separately from any City related funds is with bonds issued by the River Islands Public Financing Authority ("RIPFA" or "Authority"). The Authority is a separate public agency with a Board of Directors appointed by Reclamation District 2062 ("RD 2062") and is a joint powers authority of RD 2062 and Lathrop Irrigation District ("LID"). The Authority has issued a series of bonds in the past through Community Facilities Districts ("CFDs") that it has formed to finance various public improvements necessary for development of Phase 1 of the River Islands at Lathrop development. These public improvements include potable water, levee construction and roadways, to name a few. To date the Authority has issued Community Facilities District No. 2003-1, Community Facilities District No. 2015-1 and Community Facilities District No. 2016-1.

In the past, the City and the Authority have entered into a number of Joint Community Facilities Agreements ("JCFAs") associated with the Authority CFDs. The JCFAs allow funds provided by the Authority to be used to build public infrastructure that is ultimately dedicated to the City of Lathrop.

Tonight's item is another financing mechanism called Revenue Anticipation Notes ("RANs" or "Notes"). RANs will allow the River Islands developer to provide funding directly to the Authority for additional Phase 1 improvements and allow reimbursement of those funds from future revenues generated by current CFDs.

**RESOLUTION REGARDING ISSUANCE OF REVENUE ANTICIPATION NOTES BY
THE RIVER ISLANDS PUBLIC FINANCING AUTHORITY**

The City Council, as the local land use authority, is required to hold a public hearing and make certain findings of public benefit as outlined in the attached resolution (Attachment A). The passage of the resolution would be a public benefit in the following ways:

- Facilitate the construction of infrastructure required for new housing within the City to meet growing demand for freeway-close living and the construction of infrastructure required for new employment opportunities.
- Assist with the financing of levee safety improvements to enhance safety of residence and property in the event of a flood.
- Provide the opportunity for public infrastructure within the City to be constructed at an earlier point in time than would otherwise occur in the absence of CFD financing.

BACKGROUND:

In June of 2003, the City Council authorized the Mayor to enter into the first JCFA with RIPFA to facilitate the formation of a CFD on the Stewart Tract. The primary purpose of this CFD was providing for the financing of public improvements related to development occurring within and adjacent to River Islands, including financing River Islands share of the South County Surface Water Project. Since that time, the City has entered into a number of JCFAs with RIPFA for additional infrastructure financed with bonds issued by RIPFA.

This has been a public benefit to the City as it facilitates general plan development west of I-5, and may lead to increased sales tax revenue with the expansion of additional commercial development within the City.

The Authority now wishes to issue RANs necessary for continued financing of infrastructure related to Phase 1 of the River Islands project. As in the past, there is no impact to City funds or financing and the City would not have responsibility to administer or repay the Notes.

REASON FOR RECOMMENDATION:

The River Islands at Lathrop development, as approved and designed, is less dense than the average development, which places more infrastructure cost upon each house. The development also requires greater infrastructure than the average development, due to the creation of all new lakes, an extensive trail system and 200-year levees designed to enhance and protect the development.

The proposed RANs will ultimately reimburse funding to the River Islands developers for completed public improvements. After holding a public hearing as required by State law, staff recommends the adoption of the attached resolution (Attachment A). Attachment B indicates the area affected by the City's action.

**RESOLUTION REGARDING ISSUANCE OF REVENUE ANTICIPATION NOTES BY
THE RIVER ISLANDS PUBLIC FINANCING AUTHORITY**

FISCAL IMPACT:

There is no fiscal impact associated with this item. The cost of preparing the various documents and the administration of the RANs have been paid by the Developer or the Authority, as well as the cost of any staff time associated with this report preparation.

ATTACHMENTS:

- A. A Resolution of the City Council of the City of Lathrop Making Findings with Respect to and Approving the Issuance of Revenue Anticipation Notes by the River Islands Public Financing Authority.
- B. River Islands Phase 1 Area Exhibit

**CITY MANAGER'S REPORT
SEPTEMBER 9, 2019 MEETING**

Page 4

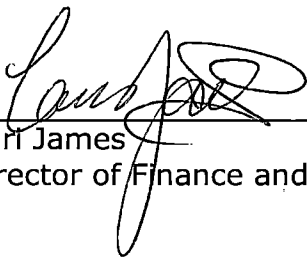
**RESOLUTION REGARDING ISSUANCE OF REVENUE ANTICIPATION NOTES BY
THE RIVER ISLANDS PUBLIC FINANCING AUTHORITY**

APPROVALS:



Glenn Gebhardt
City Engineer

8/29/19
Date



Carl James
Director of Finance and Administrative Services

8/28/19
Date



Salvador Navarrete
City Attorney

8-28-19
Date



Stephen J. Salvatore
City Manager

8/28/19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP MAKING FINDINGS WITH RESPECT TO AND APPROVING THE ISSUANCE OF REVENUE ANTICIPATION NOTES BY THE RIVER ISLANDS PUBLIC FINANCING AUTHORITY

WHEREAS, the Board of Directors of the River Islands Public Financing Authority (the "Authority") has advised the City of Lathrop (the "City") that it has formed various community facilities districts to finance public improvements (the "Improvements") necessitated by the development of property in Phase 1 of the River Islands at Lathrop development, including the River Islands Public Financing Authority Community Facilities District No. 2003-1 (Public Improvements), the River Islands Public Financing Authority Community Facilities District No. 2015-1 (Public Improvement Financing), and the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental) (collectively, the "CFDs"); and

WHEREAS, the Authority is authorized to levy special taxes on property in each respective CFD and to use the special taxes so levied to pay costs of the Improvements as well as to pay the debt service on bonds issued by the Authority for each respective CFD (the "Special Tax Bonds") proceeds of which they are used to finance costs of the Improvements, all pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311 et seq. of the California Government Code (the "Act"); and

WHEREAS, pursuant to the requirements of the Act, each of the CFDs has a rate and method of apportionment of special taxes (the "RMAs") setting forth the methodology whereby the Authority annually levies special taxes on properties in the CFDs to pay costs of the Improvements, debt service on any Special Tax Bonds issued by the Authority for the CFDs and cost of administering the CFDs, subject to maximum annual special taxes for various classifications of property under the RMAs; and

WHEREAS, the development of the Phase 1 of the River Islands at Lathrop property in the CFDs requires significant public infrastructure improvements in order for the buildout of the property, as contemplated by the City's applicable land use approvals for the property, to continue in an orderly fashion, and due to the limitations on annual special tax levies and limitations on bonded indebtedness of the CFDs, the Authority has advised the City that there is not current special tax and bonded indebtedness capacity for the CFDs to provide sufficient funding for public capital improvements needed for the orderly development of the property in Phase 1 of River Islands at Lathrop; and

WHEREAS, notwithstanding the foregoing, the Authority has advised the City that, upon repayment of the bonded indebtedness of the CFDs (the "CFD Bonds") there will be available capacity in the CFDs to levy special taxes to pay costs of the Improvements not funded from proceeds of the CFD Bonds; and

WHEREAS, the Authority is authorized under the provisions of the Marks-Roos Local Bond Pooling Act of 1982, constituting Article 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6584) of the California Government Code (the "Bond Law"), and specifically Section 6591 of the Bond Law, to from time to time issue bonds (which, by reason of Section 6585(c) of the Bond Law, includes revenue anticipation notes (the "Notes")) to finance public capital improvements, including the Improvements; and

WHEREAS, the River Islands at Lathrop development, as approved and designed, is less dense than the average development and requires greater infrastructure than the average development, due to the creation of all new lakes and 200-year levees designed to enhance and protect the development; and

WHEREAS, River Islands Development, LLC ("RID"), the master developer of Phase 1 of the River Islands at Lathrop development, has expressed a willingness to advance funds, or to cause funds to be advanced, as needed to pay costs of Improvements not currently able to be financed with proceeds of the CFD Bonds, subject to the Authority providing RID or such other entity that advances funds with a Note in the amount of each respective advance, with the Notes to be repaid from available future revenues of the Authority, including proceeds of special taxes levied on property in the CFDs not needed to pay the CFD Bonds and administrative costs of the CFDs (the "Future Available Special Tax Revenues"); and

WHEREAS, the Authority has advised the City that it is willing to issue the Notes to be repaid solely from future revenues of the Authority, including the Future Available Special Tax Revenues, so that the construction of the Improvements needed for the continued development of the property in Phase 1 of the River Islands at Lathrop development can continue; and

WHEREAS, Section 6586.5(a)(2) of the Bond Law requires that the local agency with land use jurisdiction over the development of the property in Phase 1 of the River Islands at Lathrop approve the issuance of the Notes by the Authority and make a finding of significant public benefit after the conduct of a public hearing, and the Authority has requested that the City Council hold such public hearing, make such finding and approve the issuance of the Notes by the Authority; and

WHEREAS, the City has no obligation whatsoever with respect to the repayment of the CFD Bonds or the administration of the CFDs, and will have no obligation whatsoever with respect to the repayment or administration of the Notes; and

WHEREAS, notice of the public hearing has been published in accordance with the requirements of the Bond Law; and

WHEREAS, the City Council now desires to make a finding of significant public benefit, pursuant to Section 6586.5(a)(2) of the California Government Code arising by reason of the issuance of the Notes and to approve the issuance of the Notes and the financing of the Improvements with proceeds of the Notes.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop as follows:

Section 1. Findings and Determinations. Based upon representations by the Authority and RID, the City Council finds that significant public benefits will arise from the financing of the Improvements by means of the issuance of the Notes, in accordance with Section 6586 of the Bond Law, such benefits to include, but not be limited to the following:

- Facilitating the construction of infrastructure required for new housing within the City of Lathrop to meet growing demand for freeway-close living and the construction of infrastructure required for new employment opportunities;
- Providing a means to assist in the financing of 200-year Urban Level of Protection levee safety improvements to enhance safety of persons in the City and prevent property damage in the event of flooding; and
- Provide the opportunity for public infrastructure within the City to be constructed at an earlier point in time than would otherwise occur in the absence of available CFD financing.

Section 2. Approval of Financing. The City Council hereby approves the financing of the Improvements with the proceeds of the Notes and the issuance of the Notes by the Authority; provided that each Note contain (a) a provision to the effect that the Notes are not a debt or liability of the City, and are payable solely from specified revenues of the Authority and not from any funds of the City, and (b) a provision to the effect that the owners of the Notes acknowledge and agree that the City has no obligation whatsoever for the administration or repayment of the Notes or for the administration of the CFDs, and that the City shall have no liability in connection with the City Council's approval of the issuance of the Notes by the Authority, or any action or inaction by the Authority with respect to the Notes.

Section 3. No Further Approvals or Actions. The adoption of this Resolution shall in no way obligate the City or any department thereof to approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the construction of the Improvements of the financing thereof.

Section 4. Effective Date. This resolution shall take effect upon its adoption.

The foregoing resolution was passed and adopted this 9th day of September, 2019,
by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

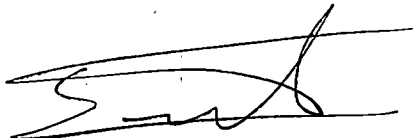
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

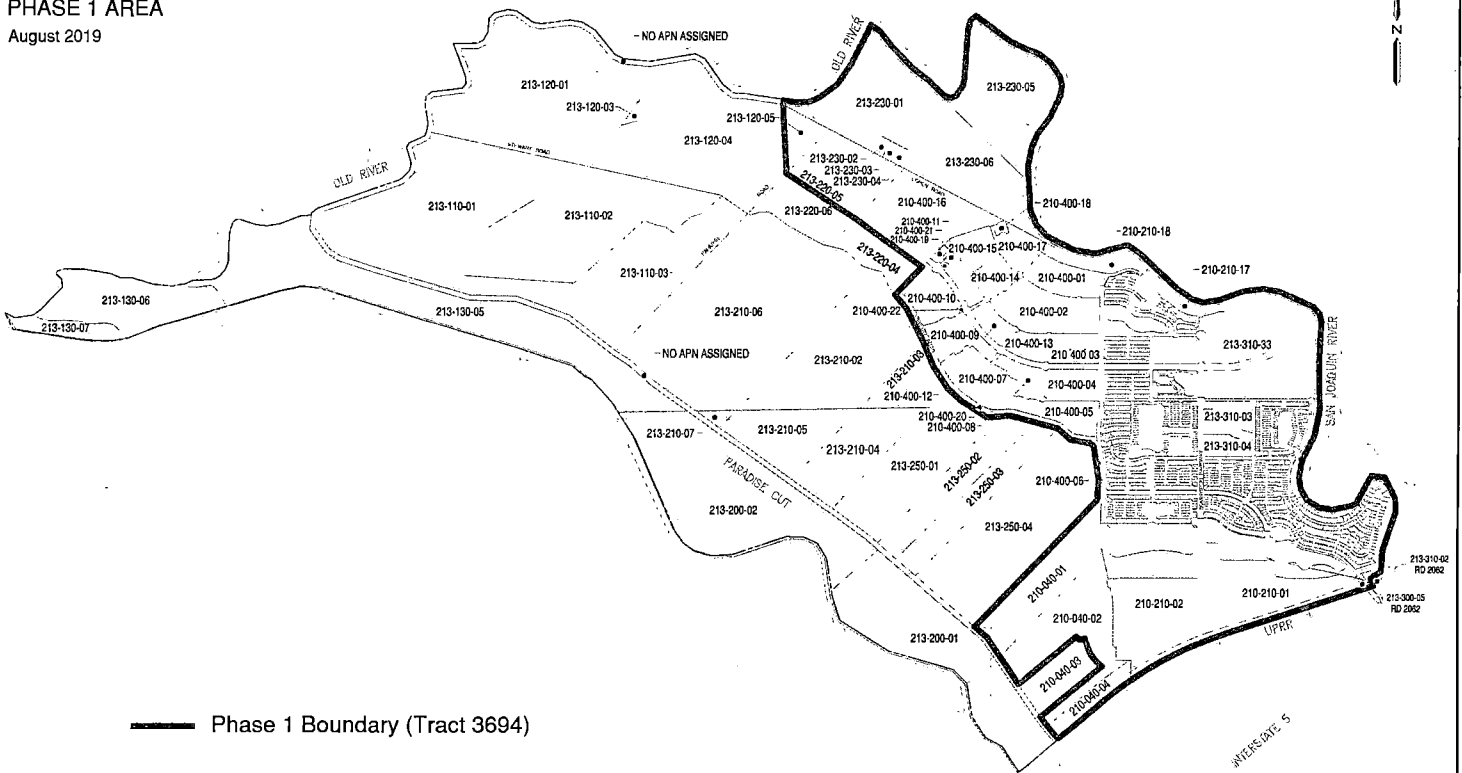
Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Attachment B
RIVER ISLANDS AT LATHROP
PHASE 1 AREA
August 2019



ATTACHMENT " b "

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ITEM 5.2

CITY MANAGER'S REPORT SEPTEMBER 9, 2019, CITY COUNCIL REGULAR MEETING

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE AMENDING THE SPEED LIMITS IN THE CITY OF LATHROP, TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.08 SPEED LIMITS, SECTION 10.08.030 OF THE LATHROP MUNICIPAL CODE

RECOMMENDATION: City Council to Consider the Following:

1. Hold a Public Hearing; and
 2. Introduction and First Reading of an Ordinance Amending Section 10.08.030 of the Lathrop Municipal Code Relating to Speed Limits on Harlan Road Between Roth Road and Slate Street, Johnson Ferry Road Between Colonial Trail and Golden Spike Trail, Louise Avenue Between Harlan Road and 5th Street and Roth Road between I-5 and East City Limits
-

SUMMARY:

On April 8, 2019, City Council approved the creation of CIP PS 19-12 Citywide Engineering and Traffic Survey. The Engineering and Traffic Survey (E&TS) is required by the California Vehicle Code (CVC), Sections 40800-40808, for the purpose of establishing legally enforceable speed limits for City streets. This report provides City Council with the findings of the E&TS prepared by Fehr and Peers.

The E&TS recommends the speed limits for the following road segments be reduced by 5 miles per hour (MPH):

- 1) Harlan Road between Roth Road and Slate Street – Reduce from 50 to 45 MPH
- 2) Johnson Ferry Road between Colonial Trail and Golden Spike Trail – Reduce from 35 to 30 MPH
- 3) Louise Avenue between Harlan Road and 5th Street – Reduce from 50 to 45 MPH
- 4) Roth Road between I-5 and East City Limits - Reduce from 40 to 35 MPH

Staff recommends City Council introduce an ordinance amendment to Section 10.08.030 of the Lathrop Municipal Code relating to the aforementioned speed limit reductions.

CITY MANAGER'S REPORT
SEPTEMBER 9, 2019, CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE
AMENDING THE SPEED LIMITS, TITLE 10 VEHICLES AND TRAFFIC, SECTION
10.08.030 OF THE LATHROP MUNICIPAL CODE

PAGE 2

BACKGROUND:

On April 8, 2019, staff presented the creation of CIP PS 19-12 Citywide Engineering and Traffic Survey to City Council for the purposes of renewing the City's E&TS. An E&TS is valid for five (5) years and may be extended to seven (7) years if specific criteria are satisfied. A survey may be extended to ten (10) years if the engineer determines the criteria have been met and no significant changes in roadway or traffic conditions have occurred.

The previous citywide E&TS was completed in April of 2016. Several of the streets surveyed in 2016 were extended an additional two (2) years. The remaining streets were not extended because of significant changes in traffic conditions. As a result, approximately seventeen (17) City streets required a new E&TS for the purpose of establishing a legally enforceable speed limit and to improve safety by reducing the probability and severity of crashes for those streets.

In order to use RADAR/LIDAR to enforce speeds on local roadways, the City's Speed Limit Ordinance and posted speed limit must match the recommendations contained in the E&TS prepared by a licensed traffic engineer. Police Services cannot effectively enforce the speed limit unless the posted limits match the City Speed Limit Ordinance and the E&TS. Staff has been working with a Traffic Engineer, Fehr and Peers, to update the City's E&TS.

As a result of the E&TS, four (4) streets have been recommended for a 5 mile per hour speed limit reduction. Those streets include:

- 1) Harlan Road between Roth Road and Slate Street – Reduce from 50 to 45 MPH
- 2) Johnson Ferry Road between Colonial Trail and Golden Spike Trail – Reduce from 35 to 30 MPH
- 3) Louise Avenue between Harlan Road and 5th Street – Reduce from 50 to 45 MPH
- 4) Roth Road between I-5 and East City Limits - Reduce from 40 to 35 MPH

Modifying the speed limit ordinance requires a public hearing, introduction and first reading of the ordinance, and adoption of an amendment to the existing ordinance.

Staff recommends City Council introduce an ordinance amendment to Section 10.08.030 of the Lathrop Municipal Code relating to the previously mentioned speed limit reductions.

CITY MANAGER'S REPORT
SEPTEMBER 9, 2019, CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE
AMENDING THE SPEED LIMITS, TITLE 10 VEHICLES AND TRAFFIC, SECTION
10.08.030 OF THE LATHROP MUNICIPAL CODE

PAGE 3

REASON FOR RECOMMENDATION:

Staff recommends City Council introduce an ordinance amendment to Section 10.08.030 of the Lathrop Municipal Code relating to the Harlan Road, Johnson Ferry Road, Louise Avenue and Roth Road to establish legally enforceable speed limits and to improve safety by reducing the probability and severity of crashes.

FISCAL IMPACT:

The fiscal impact to replace speed limit signs on Harlan Road, Johnson Ferry Road, Louise Avenue, and Roth Road would be approximately \$3,500 and can be paid from the Citywide Marking and Striping Program FY 19/20 & 20/21, CIP PS 20-13.

ATTACHMENTS:

- A. An Ordinance of the City Council of the City of Lathrop Amending Section 10.08.030 "Speed Limits" of the Lathrop Municipal Code

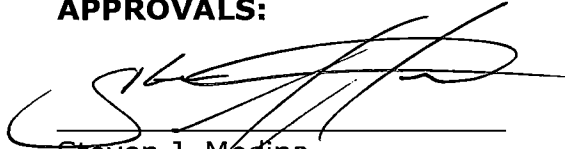
CITY MANAGER'S REPORT

PAGE 4

SEPTEMBER 9, 2019, CITY COUNCIL REGULAR MEETING

**PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE
AMENDING THE SPEED LIMITS IN THE CITY OF LATHROP, TITLE 10
VEHICLES AND TRAFFIC, CHAPTER 10.08 SPEED LIMITS, SECTION 10.08.030
OF THE LATHROP MUNICIPAL CODE**

APPROVALS:



Steven J. Medina
Assistant Engineer

8/22/19
Date



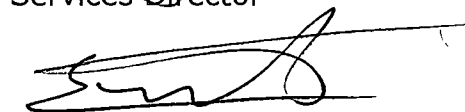
Michael King
Assistant Director of Public Works

8-23-19
Date



Cari James
Finance & Administrative
Services Director

8/23/19
Date



Salvador Navarrete
City Attorney

8-22-19
Date



Stephen J. Salvatore
City Manager

8.27.19
Date

ORDINANCE NO. 19-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING SECTION 10.08.030 "SPEED LIMITS" OF THE LATHROP MUNICIPAL CODE

WHEREAS, the California Vehicle Code (CVC) requires that an Engineering and Traffic Survey (E&TS) be conducted prior to legally allowing the use of Radar/Lidar in speed enforcement; and

WHEREAS, the CVC requires that the surveys remain current to within five (5) years; and

WHEREAS, the City of Lathrop has enacted an ordinance to establish the prima facie speed limits on portions of certain streets within the City; and

WHEREAS, Fehr and Peers has updated the 2016 Citywide E&TS for specific streets because of significant changes in traffic conditions, which results in the need to revise the speed limits for certain streets; and

WHEREAS, for adoption of the speed limit revisions, it is necessary to amend Title 10 Vehicles and Traffic, Chapter 10.08 Speed Limits, Section 10.08.030 of the Lathrop Municipal Code;

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

Section 1.

Section 10.08.030, of the Lathrop Municipal Code, is amended to read in full as follows:

It shall be prima facie unlawful to operate any vehicle at speed in excess of that established as follows:

- A. The speed limit shall be fifty (50) miles per hour on the following street segments:

<u>Street</u>	<u>Limits</u>
Golden Valley Parkway	Lathrop Road to River Islands Parkway
Harlan Road	Roth Road to Slate Street
Louise Avenue	Harlan Road to 5 th Street
McKinley Avenue	Louise Avenue to Yosemite Avenue

- B. The speed limit shall be forty-five (45) miles per hour on the following street segments:

<u>Street</u>	<u>Limits</u>
Harlan Road	Louise Avenue south to End
<u>Harlan Road</u>	<u>Roth Road to Slate Street</u>
Harlan Road	Slate Street to Lathrop Road
<u>Louise Avenue</u>	<u>Harlan Road to 5th Street</u>
Louise Avenue	Howland Road to East City Limits
McKinley Avenue	Lathrop Road to Louise Avenue
McKinley Avenue	Louise Avenue to Yosemite Avenue
Nestle Way	Harlan Road to Murphy Parkway
River Islands Parkway	McKee Boulevard to Interstate 5
Yosemite Avenue	McKinley Avenue to East City Limits
Yosemite Avenue	McKinley Avenue to D'Arcy Parkway
Guthmiller Avenue	D'Arcy Parkway to SR 120
Manthey Road	Dos Reis Road to City Limit
Golden Valley Parkway	River Island Parkway to Towne Centre Drive
Golden Valley Parkway	Towne Centre Drive to Brookhurst Boulevard
Lathrop Road	McKinley Ave to City Limits
Manthey Road	Towne Centre Drive to Mossdale Park
Manthey Road	Stewart Road to Interstate 5 Ramps
Howland Road	Louise Avenue to South City Limits
Louise Avenue	Interstate 5 to Harlan Road

- C. The speed limit shall be forty (40) miles per hour on the following street segments:

<u>Street</u>	<u>Limits</u>
7th Street	Lathrop Road to 5th Street
D'Arcy Parkway	Harlan Road to East City Limits Christopher Way
Dos Reis Road	Manthey Road to Begin School Zone
Harlan Road	Lathrop Road to Louise Avenue
Lathrop Road	5th Street to McKinley Avenue
Manthey Road	Mossdale Road to Towne Centre Drive
Manthey Road	Lathrop Road to Dos Reis Road
~~Roth Road~~	~~Interstate 5 to East City Limits~~

- D. The speed limit shall be thirty-five (35) miles per hour on the following street segments:

<u>Street</u>	<u>Limits</u>
7th Street	End of Road to 5th Street
Barbara Terry Boulevard	Marsh Rd to McKee Boulevard
Barbara Terry Boulevard	McKee Boulevard to Adobe Way
Brookhurst Boulevard	Manthey Road to Golden Spike Trail
Christopher Way	D'Arcy Parkway to End of Road
Dos Reis Road	End School Zone to Dos Reis Park
Golden Spike Trail	Nut Tree Court to Brookhurst Boulevard

Johnson Ferry Road	~~Golden Spike Trail to Colonial Trail~~
Lathrop Road	Interstate 5 to 5th Street
McKee Boulevard	Crescent Park Circle to Brookhurst Boulevard
Murphy Parkway	Nestle Way to D'Arcy Parkway
Murphy Parkway	D'Arcy Parkway to End of Road
<u>Roth Road</u>	<u>Interstate 5 to East City Limits</u>

E. The speed limit shall be thirty (30) miles per hour on the following street segments:

<u>Street</u>	<u>Limits</u>
Brookhurst Boulevard	Golden Spike Trail to Inland Passage Way
D'Arcy Parkway	Yosemite Avenue to Christopher Way
Inland Passage Way	Sadler Oak Drive to Open Range Avenue
<u>Johnson Ferry Road</u>	<u>Golden Spike Trail to Colonial Trail</u>
Lathrop Road	Barbara Terry Boulevard to End of Road
Opal Street	Slate Street to Stonebridge Lane
Salder Oak Drive	Manthey Road to Inland Passage Way
Stonebridge Lane	Slate Street to Harlan Road

F. The speed limit shall be twenty-five (25) miles per hour on the following street segments:

<u>Street</u>	<u>Limits</u>
5th Street	Lathrop Road to Louise Avenue
Bizzibe Street	"O" Street to Louise Avenue
Cambridge Drive	Lathrop Road to Louise Avenue
Cedar Valley Drive	Sugarpine Drive to Long Barn Drive
Dos Reis Road	Begin School Zone to End School Zone
Inland Passage Way	Brookhurst Boulevard to Strawberry Glen Street
"J" Street	Harlan Road to 5th Street
Long Barn Drive	Cedar Valley Drive to Pinewood Drive
"O" Street	Harlan Road to 7th Street
Opal Street	Slate Street to Stonebridge Lane
Pinewood Drive	Long Barn Drive to Sugarpine Drive
Slate Street Harlan	Road to Stonebridge Lane
Stewart Road	Manthey Road to Lakeside Drive
Stonebridge Lane	Harlan Road to Slate Street
Sugarpine Drive	Pinewood Drive to Cedar Valley Drive
Thomsen Road	Harlan Road to Derby Lane
Towne Centre Drive	Manthey Road to Village Avenue

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 provisions of this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not effect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The city council hereby declares that it would have adopted this ordinance irrespective of the validity of any particular portions thereof.

Section 4.

Effective Date. This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

Section 5.

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.

The foregoing Ordinance was introduced the 9th day of September and adopted this ____th day of _____, 2019 by the following vote:

AYES:

NOES:

ABSENT:

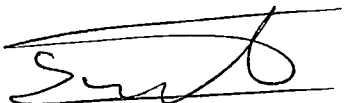
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

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ITEM: **FISCAL YEAR (FY) 2018/19 YEAR-END BUDGET
REPORT AND RELATED AMENDMENTS AND
AMENDMENTS TO THE FISCAL YEAR 2019/20
BUDGET**

RECOMMENDATION: **Adopt Resolution Approving the FY 2018/19 Year-
End Report and Related Budget Amendments and
Amending the FY 2019/20 Budget**

SUMMARY:

In June 2017, City Council adopted their first Biennial Budget for fiscal years 2017/18 and 2018/19 by Resolution No. 17-4249. Staff has continually presented to Council budget updates through the formal Mid-Year Budget review and budget amendments. At the Year 2 Mid-Year Report, the projected General Fund Balance at June 30, 2019 was estimated at \$7.7 million. Higher than expected property and sales tax collections combined with lower than projected expenditures due to salary savings from key vacant positions resulted in a General Fund surplus at fiscal year-end of \$32 thousand. Staff recommends applying approximately \$6.4 million in prior year's savings to designated fund balance accounts as follows:

- Transfer \$500 thousand to the Capital Equipment Replacement account to replenish depleted reserves.
- Transfer \$3.5 million to the Street Repair Reserves to maintain deteriorating City roads.
- Transfer \$500 thousand to the Retirement Stabilization Reserves account to set aside funds for future retirement unfunded liability.
- Transfer \$1.5 million to the Landscape Reserves to fund several projects around the city.
- Transfer \$350 thousand to the Economic Stabilization Reserves to accommodate for unforeseen economic uncertainties.

With the proposed uses of the Fund Balance Unassigned reserves above, the estimated General Fund Balance at June 30, 2019 is \$7.8 million or 36% of actual expenditures. The estimated fund balance remains above the 25% recommended target.

BACKGROUND:

In June 2017, City Council adopted the City's Biennial Budget encompassing fiscal years 2017/18 and 2018/19 by Resolution No. 17-4249. Midway through the year, staff reviews revenues and expenditures to ensure they are performing as planned. At year-end, revenues and expenditures are again reviewed and amendments are proposed as needed. After conducting a thorough review, the City received higher revenues than anticipated combined with lower expenditures due to salary savings from vacant positions and cost savings efforts.

CITY MANAGER'S REPORT
SEPTEMBER 9, 2019 CITY COUNCIL REGULAR MEETING
FISCAL YEAR (FY) 2018/19 YEAR-END BUDGET REPORT AND RELATED
AMENDMENTS AND AMENDMENTS TO THE FISCAL YEAR 2019/20 BUDGET

PAGE 3

FISCAL IMPACTS:

The FY 2018/19 and FY 2019/20 budget amendments are as follows:

FISCAL YEAR 2018/19		
REVENUE – BUDGET AMENDMENTS		
[Increase/(Decrease)]		
Source	GL Account	Amount
Measure C – City Services	1060-1910-313-03-00	\$2,965,500
ULOP RD – 17 Levee Impact	2315-5010-318-04-06	1,644,200
RTIF – San Joaquin County 10%	2350-5010-318-01-00	120,110
RTIF – Council of Government 15%	2350-5010-318-01-00	180,170
Revenue Total:		\$4,909,980
EXPENDITURE – BUDGET AMENDMENTS		
[Increase/(Decrease)]		
Source	GL Account	Amount
Measure C	2010-1920-425-16-00	\$914,400
ULOP RD – 17 Levee Impact	2315-5010-420-01-00	1,600,000
RTIF – San Joaquin County 10%	2350-5010-420-01-00	120,110
RTIF – Council of Government 15%	2350-5010-420-01-00	180,170
Expenditure Total:		\$2,814,680
TRANSFER IN – BUDGET AMENDMENTS		
[Increase/(Decrease)]		
Source	GL Account	Amount
Measure C – LMFD	2010-9900-393-00-00	\$1,186,200
Building Safety & Inspection	2015-9900-393-00-00	300,000
Transfer In Total:		\$1,486,200
TRANSFER OUT – BUDGET AMENDMENTS		
[Increase/(Decrease)]		
Source	GL Account	Amount
General Fund	1010-9900-990-90-10	\$300,000
Measure C – City Services	1060-9900-990-90-10	1,186,200
Transfer Out Total:		\$1,486,200
FUND BALANCE RESERVES – BUDGET AMENDMENTS		
[Increase/(Decrease)]		
Source	GL Account	Amount
General Fund – Capital Equipment	1010-0000-243-00-00	\$500,000
General Fund – Street Repair	1010-0000-251-03-00	3,500,000
General Fund – Retirement Stabilization	1010-0000-251-06-00	500,000
General Fund – Landscape	1010-0000-251-07-00	1,500,000
General Fund – Economic Stabilization	1010-0000-251-08-00	350,000
Fund Balance Reserves Total:		\$6,350,000

**SEPTEMBER 9, 2019 CITY COUNCIL REGULAR MEETING
FISCAL YEAR (FY) 2018/19 YEAR-END BUDGET REPORT AND RELATED
AMENDMENTS AND AMENDMENTS TO THE FISCAL YEAR 2019/20 BUDGET**

FISCAL YEAR 2019/20 & 2020/21		
EXPENDITURE – BUDGET AMENDMENTS (YEAR 1)		
[Increase/(Decrease)]		
<u>Source</u>	<u>GL Account</u>	<u>Amount</u>
General Fund – City Attorney	1010-1310-410-11-00	\$91,676
Building & Safety Inspection	2015-5030-410-11-00	(91,676)
	2015-5030-420-04-00	300,000
Expenditure Total:		\$300,000
EXPENDITURE – BUDGET AMENDMENTS (YEAR 2)		
[Increase/(Decrease)]		
<u>Source</u>	<u>GL Account</u>	<u>Amount</u>
General Fund – City Attorney	1010-1310-410-11-00	\$99,193
Building & Safety Inspection	2015-5030-410-11-00	(99,193)
Expenditure Total:		\$0

All proposed FY 2019/20 expenditure adjustments have an offsetting revenue stream; therefore, there is no impact to the projected ending fund balance.

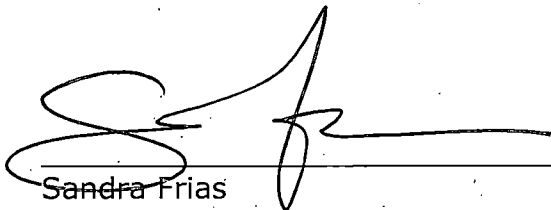
ATTACHMENTS:

- A. Resolution Approving the Fiscal Year 2018/19 Year-End Budget Report and Related Amendments and Amendments to the Fiscal Year 2019/20 Budget.

CITY MANAGER'S REPORT
SEPTEMBER 9, 2019 CITY COUNCIL REGULAR MEETING
FISCAL YEAR (FY) 2018/19 YEAR-END BUDGET REPORT AND RELATED
AMENDMENTS AND AMENDMENTS TO THE FISCAL YEAR 2019/20 BUDGET

PAGE 5

APPROVALS:



Sandra Frias
Budget Manager

8/28/19

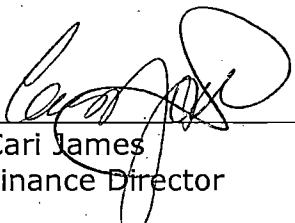
Date

Vanessa R. Portillo

Vanessa Portillo
Deputy Finance Director

8-28-2019

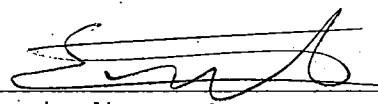
Date



Cari James
Finance Director

8/28/19

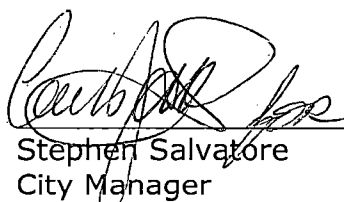
Date



Salvador Navarrete
City Attorney

8-28-19

Date



Stephen Salvatore
City Manager

8/28/19

Date

RESOLUTION NO. 19-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE FISCAL YEAR 2018/19 YEAR-END BUDGET REPORT AND
RELATED AMENDMENTS AND AMENDMENTS TO THE FISCAL YEAR 2019/20
BUDGET**

WHEREAS, the City Council of the City of Lathrop adopted the 2017/18 and 2018/19 Expenditure Budget on June 13, 2017 by Resolution No. 17-4249; and

WHEREAS, the City Council of the City of Lathrop has amended the 2018/19 Fiscal Year Expenditure Budget in subsequent actions during the fiscal year; and

WHEREAS, an overview of the City's mid-year financial condition for Fiscal Year 2018/19 was presented to the City Council; and

WHEREAS, City Staff have proposed amendments to revenues and expenditures to more accurately project estimates for activity in the General Fund and certain other funds; and

WHEREAS, the City Council recognizes the need for budgetary amendments.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Lathrop does hereby approve the year-end budget amendments to the Fiscal Year 2018/19 and 2019/20 Operating Budget as shown below:

FISCAL YEAR 2018/19		
REVENUE – BUDGET AMENDMENTS		
[Increase/(Decrease)]		
<u>Source</u>	<u>GL Account</u>	<u>Amount</u>
Measure C – City Services	1060-1910-313-03-00	\$2,965,500
ULOP RD – 17 Levee Impact	2315-5010-318-04-06	1,644,200
RTIF – San Joaquin County 10%	2350-5010-318-01-00	120,110
RTIF – Council of Government 15%	2350-5010-318-01-00	180,170
Revenue Total:		\$4,909,980
EXPENDITURE – BUDGET AMENDMENTS		
[Increase/(Decrease)]		
<u>Source</u>	<u>GL Account</u>	<u>Amount</u>
Measure C	2010-1920-425-16-00	\$914,400
ULOP RD – 17 Levee Impact	2315-5010-420-01-00	1,600,000
RTIF – San Joaquin County 10%	2350-5010-420-01-00	120,110
RTIF – Council of Government 15%	2350-5010-420-01-00	180,170
Expenditure Total:		\$2,814,680

FISCAL YEAR 2018/19		
TRANSFER IN – BUDGET AMENDMENTS		
[Increase/(Decrease)]		
<u>Source</u>	<u>GL Account</u>	<u>Amount</u>
Measure C – LMFD	2010-9900-393-00-00	\$1,186,200
Building Safety & Inspection	2015-9900-393-00-00	300,000
Transfer In Total:		\$1,486,200
TRANSFER OUT – BUDGET AMENDMENTS		
[Increase/(Decrease)]		
<u>Source</u>	<u>GL Account</u>	<u>Amount</u>
General Fund	1010-9900-990-90-10	\$300,000
Measure C – City Services	1060-9900-990-90-10	1,186,200
Transfer Out Total:		\$1,486,200
FUND BALANCE RESERVES – BUDGET AMENDMENTS		
[Increase/(Decrease)]		
<u>Source</u>	<u>GL Account</u>	<u>Amount</u>
General Fund – Capital Equipment	1010-0000-243-00-00	\$500,000
General Fund – Street Repair	1010-0000-251-03-00	3,500,000
General Fund – Retirement Stabilization	1010-0000-251-06-00	500,000
General Fund – Landscape	1010-0000-251-07-00	1,500,000
General Fund – Economic Stabilization	1010-0000-251-08-00	350,000
Fund Balance Reserves Total:		\$6,350,000

FISCAL YEAR 2019/20 & 2020/21		
EXPENDITURE – BUDGET AMENDMENTS (YEAR 1)		
[Increase/(Decrease)]		
<u>Source</u>	<u>GL Account</u>	<u>Amount</u>
General Fund – City Attorney	1010-1310-410-11-00	\$91,676
Building & Safety Inspection	2015-5030-410-11-00	(91,676)
	2015-5030-420-04-00	300,000
Expenditure Total:		\$300,000
EXPENDITURE – BUDGET AMENDMENTS (YEAR 2)		
[Increase/(Decrease)]		
<u>Source</u>	<u>GL Account</u>	<u>Amount</u>
General Fund – City Attorney	1010-1310-410-11-00	\$99,193
Building & Safety Inspection	2015-5030-410-11-00	(99,193)
Expenditure Total:		\$0

The foregoing resolution was passed and adopted this 9th day of September, 2019,
by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

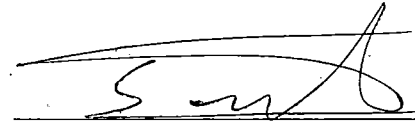
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

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ITEM: APPROVE MEMORANDUM OF UNDERSTANDING WITH SAN JOAQUIN COUNTY, SOUTH SAN JOAQUIN IRRIGATION DISTRICT, AND OTHER COUNTYWIDE AGENCIES TO PARTICIPATE IN THE INTEGRATED REGIONAL WATER MANAGEMENT PLAN

RECOMMENDATION: Adopt Resolution Approving Memorandum of Understanding with San Joaquin County, South San Joaquin Irrigation District, and Other Countywide Agencies to Participate in the Integrated Regional Water Management Plan, and Appoint a Primary and Secondary City Council Representative

SUMMARY:

During the August 21, 2019 San Joaquin County Flood Control and Water Conservation District (District) Advisory Water Commission (AWC) meeting, County staff presented the final Memorandum of Understanding (MOU) for the Integrated Regional Water Management Plan (IRWMP) update. A recommendation to have AWC members, including the San Joaquin County Board of Supervisors, recommend to their Boards and Councils to approve the MOU. It was further explained that Regions throughout the State must have a compliant IRWMP in order to compete for State grant funds from sources such as Propositions 1 and 68.

Tonight, Council is being asked to approve the MOU. The MOU itself is a simple document committing the City to participate in the IRWMP governance process which includes a voting seat on the Regional Water Management Group who will oversee an update to the 2014 IRWMP. Agencies are able to join and leave the MOU without obligation; however, participation is mandatory for agencies wanting grant funds from State bond initiatives.

Furthermore, Council is also asked to appoint a delegate and alternate to the new Governance Group. The group will meet at least 2 hours monthly, likely after the AWC meetings (third Wednesday of every month), from 3 p.m. to 5 p.m.

The City of Lathrop is currently represented at the AWC meetings by Councilmember Torres-O'Callaghan as the primary member and Councilmember Lazard as the alternate. Council can appoint the existing AWC members, or appoint two new Councilmembers to represent the City in this matter.

SEPTEMBER 9, 2019 CITY COUNCIL REGULAR MEETING**CONSIDER APPROVAL OF MEMORANDUM OF UNDERSTANDING TO PARTICIPATE IN THE INTEGRATED REGIONAL WATER MANAGEMENT PLAN****BACKGROUND:**San Joaquin County Flood Control and Water Conservation District

The State Legislature formed the San Joaquin County Flood Control and Water Conservation District (District) in 1956 to construct, operate and plan flood control, water supply, drainage, and groundwater recharge projects. The District, works as a dependent special district, and is a countywide entity with the San Joaquin County Board of Supervisors serving as the governing Board of the District.

Advisory Water Commission

The Advisory Water Commission (AWC) represents the varied water interests of San Joaquin County. The purpose of the Commission is to study and make recommendations to the Board of Supervisors of the San Joaquin County Flood Control and Water Conservation District regarding flood control, drainage, water distribution, underground water conditions, water pollution, water supply needs, water exportation, supplemental water supplies, salinity control, water rights, recreation, State and Federal water activities and policies, water quality, and other water conservation & flood control activities.

Currently, the AWC is comprised of 23 members representing various water resources and flood management interests throughout the County including irrigation and water districts, incorporated cities, local reclamation districts, and at-large representatives from the building industry, environmental organizations, and consumers of water. The AWC exists to make recommendations to the Board of Supervisors on water and flood management related matters. The AWC meets on the third Wednesday of every month in Stockton. The City of Lathrop is currently represented by Councilmember Torres-O'Callaghan as the primary member and Councilmember Lazard as the alternate.

Previous - Integrated Regional Water Management Plan

The previous IRWMP for the Eastern San Joaquin County Region was completed in 2007 and updated in 2014. The process was led by the Eastern San Joaquin County Groundwater Banking Authority (GBA) and its members. Because Lathrop was not a member of the GBA until September 2015, it did not join the IRWMP governance group until then and did not directly participate in the 2007 IRWMP and 2014 Updates (The 2015 amended GBA JPA identified "to develop and maintain the Eastern San Joaquin County IRWMP" as one of the GBA's goals). However, SSJID and San Joaquin County Flood Control and Water Conservation District (SJCFWCWCD) were members of the GBA and put forward water supply, stormwater, and flood management projects that would benefit the City and River Islands.

SEPTEMBER 9, 2019 CITY COUNCIL REGULAR MEETING**CONSIDER APPROVAL OF MEMORANDUM OF UNDERSTANDING TO PARTICIPATE IN THE INTEGRATED REGIONAL WATER MANAGEMENT PLAN***Proposed New - Integrated Regional Water Management Plan*

During the last few AWC meetings, the members have been discussing the Greater San Joaquin County Integrated Regional Water Management Plan (IRWMP), including the governance for such plan, regional boundaries, plan implementation schedules and next steps.

The County is forming a new governance group for the current IRWMP process. The County intends to expand the IRWMP region to be county-wide and include areas of Calaveras County and Stanislaus County. It is also the intent that the IWRMP update "would be funded by remaining GBA funds, with any further remaining costs to be paid by Zone 2" (Advisory Water Committee meeting minutes, September 18, 2018). Furthermore, it was also stated that IRWMP funding "would be used for projects proposed in a Groundwater Sustainability Plan (GSP) and that "IRWM is the mechanism for state funds to be utilized by GSAs".

During the August 21, 2019 AWC meeting, County staff presented the final Memorandum of Understanding (MOU) and a recommendation to have AWC members, including the San Joaquin County Board of Supervisors, recommend to their Boards and Councils to approve the MOU. It was further explained that Regions throughout the State must have a compliant IRWMs Plan in order to compete for State grant funds from sources such as Propositions 1 and 68. County staff has tentatively secured approximately \$6.5 Million for projects in the Greater SJC Region. The funding can be used to construct projects related to drinking water, irrigation, SGMA related projects, habitat restoration, conservation, recycling, stormwater capture and flood control. The MOU itself is a simple document committing the City to participate in the IRWMP governance process which includes a voting seat on the Regional Water Management Group who will oversee an update to the 2014 IRWM Plan.

Agencies are able to join and leave the MOU without obligation; however, participation is mandatory for agencies wanting grant funds from State bond initiatives. The Stockton East Water District, City of Stockton, Central Delta Water Agency, City of Lodi, City of Manteca, City of Tracy, and Reclamation Districts 2074 (Brookside) and 2030 (McDonald Island) also expressed interest in bringing the MOU before their respective Boards and Councils. The County take the MOU before the Board of Supervisors in October for approval.

Funding for the IRWMP update is being paid entirely by the County Water Investigation Zone No. 2 and the last remaining funds in the Northeastern San Joaquin County Groundwater Basin Authority (GBA), predecessor to the Eastern San Joaquin Groundwater Authority. The City is a member of the GBA and has paid member dues to that organization. No additional funds are intended to be collected as a condition of participation in the MOU nor the IRWMP update. The GBA is also intended to be disbanded with no additional member dues coming from the City.

SEPTEMBER 9, 2019 CITY COUNCIL REGULAR MEETING**CONSIDER APPROVAL OF MEMORANDUM OF UNDERSTANDING TO PARTICIPATE IN THE INTEGRATED REGIONAL WATER MANAGEMENT PLAN****FISCAL IMPACT**

None at this time. In the future, should the City elect to apply for IRWM grant funding, the City would be responsible for all project development and management, grant application, and grant administration costs including any local cost share match.

ATTACHMENTS:

- A. Resolution Approving Memorandum of Understanding with San Joaquin County, South San Joaquin Irrigation District, and Other Countywide Agencies to Participate in the Integrated Regional Water Management Plan, and Appoint a Primary and Secondary City Council Representative
- B. Memorandum of Understanding of the Integrated Water Management Planning Coordinating Committee Members to form a Regional Water Management Group
- C. Integrated Water Management Plan Project Schedule

CITY MANAGER'S REPORT
SEPTEMBER 9, 2019 CITY COUNCIL REGULAR MEETING
CONSIDER APPROVAL OF MEMORANDUM OF UNDERSTANDING TO
PARTICIPATE IN THE INTEGRATED REGIONAL WATER MANAGEMENT PLAN

PAGE 5

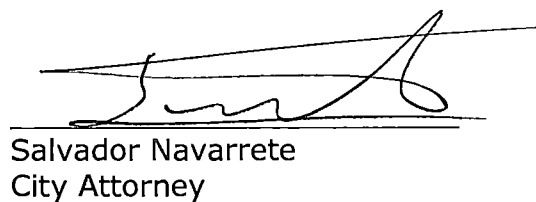
APPROVALS:


Teresa Vargas
City Clerk

8/27/19
Date


Michael King
Assistant Public Works Director

8.27.19
Date


Salvador Navarrete
City Attorney

8-27-19
Date

for 
Stephen J. Salvatore
City Manager

8/09/19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING MEMORANDUM OF UNDERSTANDING WITH SAN JOAQUIN COUNTY, SOUTH SAN JOAQUIN IRRIGATION DISTRICT, AND OTHER COUNTYWIDE AGENCIES TO PARTICIPATE IN THE INTEGRATED REGIONAL WATER MANAGEMENT PLAN, AND APPOINT A PRIMARY AND SECONDARY CITY COUNCIL REPRESENTATIVE

WHEREAS, the Advisory Water Commission (AWC) represents the varied water interests of San Joaquin County, and the purpose of the Commission is to study and make recommendations to the Board of Supervisors of the San Joaquin County Flood Control and Water Conservation District regarding flood control, drainage, water distribution, underground water conditions, water pollution, water supply needs, water exportation, supplemental water supplies, salinity control, water rights, recreation, State and Federal water activities and policies, water quality, and other water conservation & flood control activities; and

WHEREAS, the AWC is comprised of 23 members representing various water resources and flood management interests throughout the County including irrigation and water districts, incorporated cities, local reclamation districts, and at-large representatives from the building industry, environmental organizations, and consumers of water; and

WHEREAS, the AWC exists to make recommendations to the Board of Supervisors on water and flood management related matters; and

WHEREAS, the County is forming a new governance group for the current IRWMP process and during the August 21, 2019 AWC meeting, County staff presented the final Memorandum of Understanding (MOU) and a recommendation to have AWC members, including the San Joaquin County Board of Supervisors, recommend to their Boards and Councils to approve the MOU; and

WHEREAS, it was further explained that Regions throughout the State must have a compliant IRWMs Plan in order to compete for State grant funds from sources such as Propositions 1 and 68; and

WHEREAS, the MOU itself is a simple document committing the City to participate in the IRWMP governance process which includes a voting seat on the Regional Water Management Group who will oversee an update to the 2014 IRWM Plan; and

WHEREAS, agencies are able to join and leave the MOU without obligation; however, participation is mandatory for agencies wanting grant funds from State bond initiatives; and

WHEREAS, staff is asking Council consideration of the proposed MOU and appointment of a primary and secondary City Council representative;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves a Memorandum of Understanding with San Joaquin County, South San Joaquin Irrigation District, and other Countywide Agencies to Participate in the Integrated Regional Water Management Plan, and Appoint a Primary and Secondary City Council Representative.

The foregoing resolution was passed and adopted this 9th day of September, 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

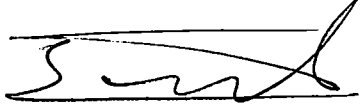
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

MEMORANDUM OF UNDERSTANDING OF THE INTEGRATED WATER MANAGEMENT PLANNING COORDINATING COMMITTEE MEMBERS TO FORM A REGIONAL WATER MANAGEMENT GROUP

1 Purpose and Goals

The purpose of this Memorandum of Understanding (MOU) is form a coordinating committee (hereinafter referred to as the "Greater San Joaquin County Coordinating Committee" or "Coordinating Committee") of members that wish to participate in the integrated regional water management (IRWM) planning. The MOU hereby creates the Greater San Joaquin County Regional Water Coordinating Committee and sets forth the goals and the rules by which it will operate.

The goals of the Coordinating Committee are:

- To develop a comprehensive planning document to facilitate regional cooperation in providing water supply reliability, water recycling, water conservation, water quality improvement, stormwater capture and management, flood management, and environmental and habitat protection and improvement.
- To foster coordination, collaboration, and communication between Coordinating Committee organizations and interested stakeholders, to achieve greater efficiencies, enhance public services, and build public support for vital projects.
- To support the procurement of State and Federal grant funding.

2 Non-binding Nature

This MOU and participation in this MOU and IRWM efforts are non-binding; a member may withdraw from participation at any time.

3 Coordinating Committee Membership

Any organization with an interest in integrated regional water management planning may join the Greater San Joaquin County Coordinating Committee. Members could include but are not limited to such organizations as: water agencies, conservation groups, agriculture representatives, community action groups, businesses, tribal groups, and land use entities.

4 Coordinating Committee Representation

Each Coordinating Committee member that is an organization will identify their lead representative for the Coordinating Committee and will attend Coordinating Committee meetings to make decisions. Coordinating Committee members may choose to identify one (1) alternate but they are encouraged to have the primary representative attend the Coordinating Committee meetings for consistency.

5 Joining and Leaving

To join the Coordinating Committee, a prospective member must notify the Coordinating Committee of their intent to join, then sign this MOU. To discontinue their participation in the Coordinating Committee a member may do so at any time by notifying the Coordinating Committee and signing the Notice of Withdrawal, at which point they will no longer be a member of the Coordinating Committee.

6 Decision-Making

At its inaugural meeting, the Coordinating Committee will initiate preparation of a decision-making charter outlining the process for making decisions. All signatories to the MOU will agree and adhere to the decision-making charter.

7 Financing

To be eligible for funding through many state programs, projects must be included in an Integrated Regional Water Management Plan (IRWMP) that conforms to the most recent Guidelines. San Joaquin County will provide the funding to update the GSJC IRWM Plan to conform to 2016 DWR IRWM Guidelines.

To expedite the grant application process, San Joaquin County may provide initial funding for a consultant to develop grant applications. The total cost of the consultant and applications shall be shared by those entities with projects included in the grant applications. If an entity does not put forth a project for a grant application, that entity is not responsible for providing funding for that grant application. An entity seeking grant funding may also elect to be responsible for all application preparation costs and decline initial funding assistance from the County.

**SIGNATURE PAGE
MEMORANDUM OF UNDERSTANDING
GREATER SAN JOAQUIN COUNTY
INTEGRATED REGIONAL WATER MANAGEMENT REGION**

Date

CITY OF LATHROP

Organization

Primary Representative

Name: _____

Email: _____

Telephone: _____

Mailing Address: _____

Secondary Representative

Name: _____

Email: _____

Telephone: _____

Mailing Address: _____

SIGNATURE PAGE
NOTICE OF WITHDRAWAL FROM COORDINATING COMMITTEE
GREATER SAN JOAQUIN COUNTY
INTEGRATED REGIONAL WATER MANAGEMENT REGION

As a representative of my organization, I understand that in signing this page and submitting it to the Coordinating Committee, I am withdrawing my organization from participating in IRWM as a member of the Greater San Joaquin IRWM Region Coordinating Committee.

Name & Title

CITY OF LATHROP

Organization

Date

