

August 10, 2020 – 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
Michael King, Public Works Director
Cari James, Finance and
Administrative Services Director
Mark Meissner, Community
Development Director
Zachary Jones, Parks and Recreation
Director
Ryan Biedermann, Chief of Police

General Order of Business

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

Order of Discussion

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

Consent Calendar

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



AUGUST 10, 2020 – Regular Meeting Agenda – 7:00 p.m.



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See Reverse

Addressing the Council

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

Citizen's Forum

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

Public Participation

Attendance to this meeting is allowed with the following guidelines. However, in accordance with Executive Order N-25-20, guidance from the California Department of Public Health on gatherings, and to protect our employees and the public, public participation is allowed in the following additional ways:

- Attendance by video/teleconference is not mandatory, however, it is provided as an alternate participation method :

✚ **Event address: (copy and paste link on browser):**
<https://cityoflathrop.webex.com/cityoflathrop/onstage/g.php?MTID=e44fb5cfb008155e3b3becfb0145d8a6f>

✚ Please log in and register at the bottom of the page, at least thirty minutes (30 min.) prior to the meeting.

✚ For audio only, call-in number: (408) 418-9388 Access code: 146 723 5309
No need to call-in if using WebEx audio on your computer. If using WebEx audio, please use headphones to avoid background noise interference.

- Council Meetings are live-streamed on Comcast Cable Channel 97 and on the City's website at <https://www.ci.lathrop.ca.us/citycouncil/page/live-stream>

- Public comment/questions will be accepted by email to City Clerk Teresa Vargas at Tvargas@ci.lathrop.ca.us
- In order to allow the City Council adequate time to review questions and comments, please submit written questions or comments by 3:00 p.m., on the day of the meeting.

If you have travelled internationally and/or you have had direct contact with someone who has travelled internationally or tested positive for Coronavirus (COVID-19), or you are experiencing symptoms such as coughing, sneezing, fever, sore throat, chills, muscle pain, headache, new loss of taste or smell, difficulty breathing/shortness of breath, or other flu-like symptoms, please DO NOT ATTEND this meeting in person.

If you are in the group of individuals who may be most vulnerable to COVID-19, including older adults and those with underlying health conditions, including but not limited to heart disease, lung disease, immune-compromised, diabetes, or other conditions that could interfere with your ability to fight COVID-19, please consider carefully before attending this meeting in person and keep a six-foot distance from others as much as possible.

To leave a voice message for the Mayor and all Councilmembers simultaneously, dial (209) 941-7230. To send an e-mail for the Mayor and all Councilmembers simultaneously email: citycouncil@ci.lathrop.ca.us

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LIVE STREAMING & CLOSED CAPTIONING – Available, please visit the City Council Webpage: <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 the Lathrop-Manteca Fire District "J" Street and Somerston Parkway Offices. The meetings of the Lathrop City Council are broadcast on Lathrop Comcast Cable Television Channel 97.

Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility and/or accommodations to this meeting. [28 CFR 35.102-35.104 ADA Title II] Interested persons must request the accommodation at least 2 working days in advance of the meeting by contacting the City Clerk at (209) 941-7230. Information about the City or items scheduled on the Agenda may be referred to:

Teresa Vargas, City of Lathrop, City Clerk
390 Towne Centre Drive, Lathrop, CA 95330 / Telephone: (209) 941-7230

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, AUGUST 10, 2020
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

AGENDA

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

1. PRELIMINARY

1.1 CALL TO ORDER

1.2 CLOSED SESSION

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

RECONVENE

1.2.2 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 NEW EMPLOYEE INTRODUCTION

- Clarisa Basa, Administrative Assistant II
- Saira Tristan, Administrative Assistant II
- Grace Manganaan, Administrative Assistant II
- Trent DaDalt, Assistant Planner
- Alex Gonzales, Utility Operator I

3. CITIZEN'S FORUM

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

4. CONSENT CALENDAR

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

- 4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS
Waive the Reading in Full of Ordinances and Resolutions on Agenda and Adopt by Reading of Title Only, Unless Otherwise Requested by the Mayor or a Councilmember
- 4.2 UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS
Approve Write-Off of Uncollectible Utility and Miscellaneous Accounts for Fiscal Year (FY) 2019/20
- 4.3 LATHROP TO OPT OUT OF STATE MANDATED CONGESTION MANAGEMENT PROGRAM
Adopt a Resolution Exempting the City of Lathrop from State-Mandated Congestion Management Program in Conjunction with San Joaquin Council of Government Effort to Achieve Countywide Exemption
- 4.4 PROPOSED ANNEXATION OF TERRITORY INTO IMPROVEMENT AREA NO. 5 OF COMMUNITY FACILITIES DISTRICT 2018-1 (CENTRAL LATHROP SPECIFIC PLAN FACILITIES) AND COMMUNITY FACILITIES DISTRICT NO. 2019-2 (CENTRAL LATHROP CITY SERVICES)
Council to Consider the Following:
 - 1. Adopt Resolution of Intention to Annex Territory to Improvement Area 5 of Community Facilities District No. 2018-1 (Central Lathrop Specific Plan Facilities) and to Authorize the Levy of Special Taxes Therein; and

2. Adopt Resolution of Intention to Annex Territory to Community Facilities District No. 2019-2 (Central Lathrop City Services) and to Authorize the Levy of Special Taxes Therein
- 4.5 APPROVE TASK ORDER NO. 7 FOR DE NOVO PLANNING GROUP TO PREPARE AN ENVIRONMENTAL IMPACT REPORT FOR THE SINGH PETROLEUM INVESTMENT PROJECT
Adopt a Resolution Approving Task Order No. 7 for De Novo Planning Group to Prepare an Environmental Impact Report for the Singh Petroleum Investment Project
- 4.6 APPROVE PROFESSIONAL TECHNICAL SERVICES AND SUPPORT AGREEMENT WITH MCC CONTROLS LLC DBA PRIMEX FOR SCADA SYSTEM
Adopt a Resolution Approving a Professional Technical Services and Support Agreement with MCC Controls LLC DBA PRIMEX for the City of Lathrop's Supervisory Control and Data Acquisition (SCADA) System
- 4.7 SSJID WATER SUPPLY DEVELOPMENT AND OPERATING AGREEMENT
Adopt Resolution Approving a Water Supply Development and Operating Agreement with the South San Joaquin Irrigation District
- 4.8 APPROVE CONSTRUCTION CONTRACT FOR LOUISE AVENUE PAVEMENT REHABILITATION CIP PS 18-01
Adopt Resolution Approving a Construction Contract with DSS Company dba Knife River Construction for the Construction of Louise Avenue Pavement Rehabilitation CIP PS 18-01 and Related Budget Amendment

RIVER ISLANDS CONSENT ITEM(S)

- 4.9 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 33 LOTS IN TRACT 3998 VILLAGE "Y" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS
Adopt Resolution Approving Final Map for Tract 3998 Village "Y" within the Lakeside East District, Totaling 33 Single Family Lots and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC
- 4.10 RATIFY REVISIONS TO FINAL MAP TRACTS 4021 VILLAGE S AND 4022 VILLAGE CC AND ASSOCIATED DOCUMENTS
Adopt Resolution Ratifying Revisions to Final Map Tracts 4021 Village S and 4022 Village CC and Associated Documents to Recognize River Islands Stage 2A, LLC as the Property Owner

5. SCHEDULED ITEMS

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER MUNICIPAL CODE AMENDMENT TO UPDATE VARIOUS SECTIONS OF THE LMC TO STREAMLINE PROCEDURES, MINOR CLARIFICATIONS, AND INCORPORATE UPDATED POLICIES TEXT AMENDMENT NO. TA-20-71
Council to Consider the Following:

1. Hold a Public Hearing; and
2. First Reading and Introduce an Ordinance Adopting Various Amendments to the Lathrop Municipal Code (LMC) to Modernize, Simplify, and Streamline Sections of Title 17, The Zoning Code, Title 8, Health and Safety, Title 10, Vehicles and Traffic, and Title 12, Streets, Sidewalks and Public Places. The amendments to the Municipal Code include the following:
 - Chapter 8.27 (Vending from Pushcarts, Wagons and Motorized Food Wagons)
 - New Chapter 8.26 (Sidewalk Vendors)
 - Chapter 10.25 (Vehicle Parking in Yards of Residential Areas)
 - Chapter 17.32 (R One-Family Residential District)
 - Chapter 17.36 (RM Multifamily Residential District)
 - Chapter 17.92 (Landscaping and Screening Standards)
 - Chapter 17.104 (Architectural Design Review)
 - Chapter 17.62 (CO-CL: Commercial Office Zoning District)
 - Chapter 17.16 (General Requirements and Exceptions)
 - Chapter 17.84 (Signs)
 - Chapter 8.20 (Noise)
 - Chapter 17.44 (C Commercial District)
 - Chapter 12.12 (Improvements and Dedications)

6. COUNCIL COMMUNICATIONS

6.1 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 (VACANT)*
- *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)*

6.2 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, CMC,
City Clerk

ITEM 4.2

CITY MANAGER'S REPORT AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING

ITEM: **UNCOLLECTIBLE UTILITY AND MISCELLANEOUS
CUSTOMER ACCOUNTS**

RECOMMENDATION: **Approve Write-Off of Uncollectible Utility and
Miscellaneous Accounts for Fiscal Year (FY)
2019/20**

SUMMARY:

Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) require municipalities to evaluate and write-off delinquent accounts that are deemed uncollectible. As part of the annual audit process and in compliance with both GAAP and GASB requirements, the Finance Department has reviewed unpaid delinquent accounts assigned to collections. After a thorough review, staff has determined \$40,027 to be uncollectible for FY 2019/20 as detailed in Table 1 below:

Table 1.

Customer Account Type	FY 2018/19 Approved Write-Offs	FY 2019/20 Recommended Write-Offs	Increase/ (Decrease) %	No. of Accounts to be Written-Off
Utility Customers (Residential and Commercial)	\$41,832	\$38,155	(8.79%)	167
Miscellaneous Customers	763	1,872	145.35%	10
Totals	\$42,595	\$40,027		177

The recommended utility write-offs represent 0.23% of the annual water and sewer charges billed to customers. Collecting a security deposit, requiring occupants to provide rental agreement or purchasing agreement before establishing service and offering assistance programs has proven to be effective means in maintaining low levels of uncollectible accounts. The utility write-off amount in FY 2019/20 has decreased by 8.79%.

Even though these accounts will reflect as "written off" in the City's financial system, there are further collection measures in place to seek repayment. For instance, the collection agency will continue to pursue repayment efforts on these accounts and forward any recovered payments to the City. Additionally, the Finance Department conducts a review of all new customers prior to establishing service to ensure there are no outstanding balances.

Tonight staff is requesting Council's approval to write-off \$40,027 of uncollectible charges.

CITY MANAGER'S REPORT **PAGE 2**
AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING
UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS

BACKGROUND:

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

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

Currently, there are two types of customer accounts referred to the collection agency. They are utility and miscellaneous customer accounts. The utility customer accounts include charges for water and wastewater. Miscellaneous customer accounts include charges rendered by: Finance, Animal Control, Community Development, Police, Parks & Recreation, and Public Works. Charges include animal impound, unpaid business license fees, court ordered restitution, materials/equipment, and checks returned for insufficient funds.

Utility Customer Accounts

During FY 2019/20, Golden State Collections, LLC, received claims for further collection process on 167 delinquent utility customer accounts totaling \$38,155. Of the \$38,155 assigned to Golden State Collections, LLC, the agency recovered \$770 from seven customer accounts recorded from previous years. This represents a 2.02% recovery rate (see Table 2) from the total referred. Also included in Table 2, are accounts with balances less than \$5, which are refrained from the collection agency. During FY 2019/20, there was one account with a balance less than \$5.

Table 2.

Utility Customer Accounts	FY 2017/18	FY 2018/19	FY 2019/20
Total Utility Customers	6,532	6,988	7,368
Accounts Sent to Collection Agency	179	162	167
Amount Assigned to Collection Agency	\$35,172	\$41,832	\$38,155
Amount Recovered by Collection Agency	\$286	\$1,583	\$770
Recovery Rate	0.8%	3.79%	2.02%
Account < \$5.00	2	0	1
Total Write-Offs	\$35,172	\$41,832	\$38,155

AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING

UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS

Compared to prior fiscal year, the utility write-off amount in FY 2019/20 has decreased by \$3,667 or 8.79%. Re-enforcing current payment assistance programs contributes to maintaining a low level of accounts referred to collections. Offering payment assistance program, such as extending payment due date or granting payment arrangements, to utility customers carrying past due balances and promoting utility discount program to eligible utility customers for reduced water and sewer service rates has proven to be effective means.

Miscellaneous Customer Accounts

Miscellaneous customers' accounts referred to collections for FY 2019/20 totaled \$1,872 from ten accounts related to Animal Services and Public Works billings, as summarize in Table 3. Animal Services billings included emergency call costs, veterinary costs, impoundment, and shelter fees. Billings for Public Works included city property damages, material, and equipment replacement costs.

Table 3.

Miscellaneous Customer Accounts	Animal Services	Public Works	FY 2019-20
Accounts Sent to Collection Agency	8	2	10
Amount Assigned to Collection Agency	\$640	\$1,232	\$1,872
Amount Recovered by Collection Agency	\$0	\$0	\$0
Accounts < \$5.00	-	-	-
Total Write-offs			\$1,872

REASON FOR RECOMMENDATION:

The Finance Department has conducted a thorough review of the utility and miscellaneous customer accounts and recommends \$40,027 to be considered uncollectible.

FISCAL IMPACT:

Decrease customers' outstanding balances due to uncollectible debt as follows:

Utility customer accounts:	\$38,155
Miscellaneous customer accounts:	<u>1,872</u>
Total amount of uncollectible accounts:	\$40,027

ATTACHMENTS:

None.

CITY MANAGER'S REPORT
AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING
UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS

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APPROVALS:



Chia Lor
Management Analyst

07/29/2020


Date



Thomas Hedegard
Accounting Manager

7/29/20

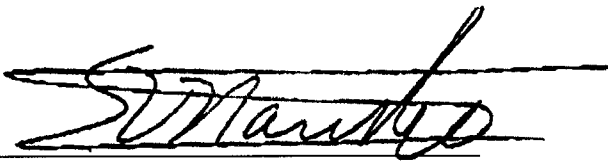
Date



Cari James
Director of Finance and Administrative
Services

7/29/2020

Date



Salvador Navarrete
City Attorney

7/30/2020

Date



Stephen J. Salvatore
City Manager

8.5.2020

Date

ITEM 4.3

CITY MANAGER'S REPORT AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING

ITEM: **LATHROP TO OPT-OUT OF STATE MANDATED CONGESTION MANAGEMENT PROGRAM**

RECOMMENDATION: **Adopt a Resolution Exempting the City of Lathrop from the State Mandated Congestion Management Program in Conjunction with the San Joaquin Council of Government's Efforts to Achieve a County Wide Exemption.**

SUMMARY:

Staff recommends the City Council consider adopting a resolution that exempts the City of Lathrop from the State Mandated Congestion Management Program. This supports the San Joaquin Council of Government's efforts to achieve a countywide exemption if a majority of the San Joaquin County's local governments have adopted similar resolutions.

BACKGROUND:

The San Joaquin Council of Governments (SJCOG) Regional Congestion Management Program (RCMP) is required to abide by the State Congestion Management Program (SCMP). These plans reflect their respective Federal, State, and local planning guidelines to reduce vehicle congestion on roadways and are necessary to satisfy California Environmental Quality Act (CEQA) requirements. Pursuant to California Government Code §65088.3, an exemption clause allows a county to "opt out" of the SCMP if the majority of jurisdictions that represent the majority of the county's population adopt resolutions "opting out" of the SCMP.

The implementation of Senate Bill (SB) 743 strongly encourages the RCMP to replace Level of Service (LOS) with Vehicle Miles Traveled (VMT) as the primary performance metric. In December 2019, SJCOG's Board of Directors passed Resolution R-20-16 authorizing SJCOG's Executive Director to start the process of "opting out" of the SCMP. On December 30, 2019, SJCOG staff e-mailed specific jurisdiction staff that included a letter, the December 2019 SJCOG Board staff report, a copy of Resolution R-20-16, and examples to reference (Attachment 1).

SJCOG's letter references the administrative benefits and cost savings of opting out of the SCMP, including:

- Removes the need to submit project referral applications and environmental documentation for land use review.
- Removes the follow up from jurisdictions about project and mitigation measure updates.

**CITY MANAGER'S REPORT
AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING
CONGESTION MANAGEMENT PLAN OPT OUT**

PAGE 2

- Eliminates the chance of losing State and Federal funding due to non-compliance with the LOS threshold.
- Eliminates the need to submit updates to complete seven-year capital improvement program.

If SJCOG is successful in acquiring majority jurisdictional support to "opt out" of the SCMP, SJCOG will revise the RCMP to fulfill Federal Congestion Management Plan requirements and consider the incorporation of data that meets the information demands of the local jurisdictions.

RECOMMENDATION:

Staff recommends the City Council consider all information provided, take and consider any public testimony, and if determined to be appropriate, adopt a Resolution to consider:

1. That the proposed action to opt out of the State Congestion Management Program is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061 by the "Common Sense Exemption" 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
2. Adopting a Resolution, as authorized by the California Government Code §65088.3, electing to "opt out" of the State Congestion Management Program.

FISCAL IMPACT:

Opting out of the State Congestion Management Program will alleviate the City's obligation to fulfill various State mandates, such as the Land Use Review Program of SJCOG's Regional Congestion Management Program.

There is no fiscal impact to the City's General Fund.

ATTACHMENTS:

1. Resolution Opting Out of the State Congestion Management Program
2. SJCOG Letter to Jurisdictions, dated December 30, 2019

**CITY MANAGER'S REPORT
AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING
CONGESTION MANAGEMENT PLAN OPT OUT**

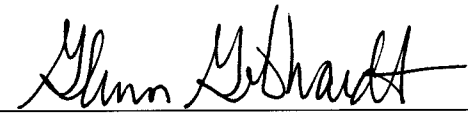
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APPROVALS:



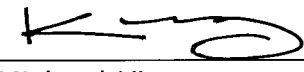
Mark Meissner
Community Development Director

7/31/2020
Date



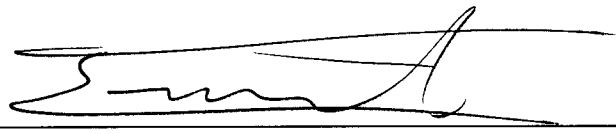
Glenn Gebhardt
City Engineer

8/3/2020
Date




Michael King
Public Works Director

8/3/2020
Date



Salvador Navarrete
City Attorney

8-4-2020
Date



Stephen J. Salvatore
City Manager

8-5-2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ELECTING TO BE EXEMPT FROM THE STATE MANDATED CONGESTION MANAGEMENT PROGRAM

WHEREAS, in 1990 the voters of California passed Proposition 111 and the requirement that urbanized counties develop and implement a Congestion Management Program; and

WHEREAS, the San Joaquin Council of Governments (SJCOG) has been designated as the Congestion Management Agency responsible for San Joaquin County's Congestion Management Program; and

WHEREAS, the San Joaquin Council of Governments (SJCOG) Regional Congestion Management Program (RCMP) is required to abide by the State Congestion Management Program (SCMP); and

WHEREAS, California Government Code Section 65088.3 allows urbanized counties to be exempt from the State Congestion Management Program based on resolutions passed by local jurisdictions representing a majority of a county's jurisdictions with a majority of the county's population; and

WHEREAS, the State Congestion Management Program is outdated and increasingly out of step with current regional, State, and federal planning processes and requirements, including new State requirements for transportation performance measures related to greenhouse gas reduction; and

WHEREAS, on December 5, 2019, the SJCOG Board of Directors adopted Resolution R-20-16 to direct SJCOG staff to work with local jurisdictions to prepare the necessary resolutions to exempt San Joaquin County from the State Congestion Management Program; and

WHEREAS, the City Council finds that the proposed action to opt out of the State Congestion Management Program is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061 by the "Common Sense Exemption" 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.

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, declares and elects the City of Lathrop to be exempt from the State Congestion Management Program in accordance with California Government Code §65088.3.

PASSED AND ADOPTED by the City Council of the City of Lathrop at a regular meeting on the 10th day of August, 2020 by the following vote:

AYES:

NOES:

ABSENT:

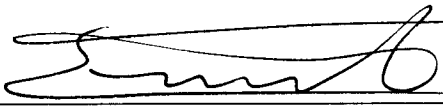
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk


Salvador Navarrete, City Attorney



SAN JOAQUIN COUNCIL OF GOVERNMENTS

555 E. Weber Avenue • Stockton, California 95202 • P 209.235.0600 • F 209.235.0438 • www.sjcog.org

12/30/19

Dear Representative of San Joaquin County,

SJCOG started the “Opt Out” process with the goal of significantly reducing the administrative burden passed upon jurisdiction staff and saving SJCOG money on tasks to meet California Congestion Management Program (CMP) statutes. More specifically, “Opting Out” of State CMP:

- Removes the need to submit project referral applications and environmental documentation for land use review
- Removes the follow up from jurisdictions about project and mitigation measure updates
- Eliminates the chance of losing State and Federal funding due to non-compliance with the LOS threshold, and
- Eliminates the need to submit updates to complete seven-year capital improvement program.

On December 5, 2019, SJCOG’s Board of Directors’ unanimously approved Resolution R-20-16 (Attachment A) and authorized the San Joaquin Council of Governments (SJCOG) Executive Director to start the process of “Opting Out” of State CMP.

So What Are the Next Steps?

After receiving SJCOG Board’s approval, SJCOG must ask for your assistance in passing resolutions by your Board of Supervisors/City Council by **June 30, 2020**. Without your help, SJCOG cannot move forward “Opting Out” of State CMP.

As SJCOG is not the first Congestion Management Agency to “Opt Out” of State CMP, SJCOG can refer jurisdiction(s) to previously generated staff reports, resolutions, and/or supporting documentation. Attached are two examples from Los Angeles County and City of San Gabriel. SJCOG recommends jurisdiction(s) duplicate or reference these staff report(s) in preparation of your own staff report. In terms of a resolution, SJCOG had previously generated a sample resolution that is within December 2019’s Board staff report.

Staff feels comfortable jurisdiction(s) will be able to generate a staff report and resolution with these examples. In addition, SJCOG will be available over the phone or in-person to answer any questions throughout a jurisdiction’s “opt out” process. If you wish to meet in-person, please feel to email me a list of dates and times. Staff will be in contact periodically to see how your process is going and plans to be in attendance of your Board of Supervisors/City Council at the time of approval.

Thank you and do not hesitate to contact me at Yokoyama@SJCOG.ORG.

Sincerely,

Travis Yokoyama

ATTACHMENT A - Opt Out of State RCMP Requirements - Dec 2019 Board
ATTACHMENT B - Example (County of Los Angeles)
ATTACHMENT C - Example (City of San Gabriel)

Doug Kuchme
CHAIR

Jesus Andrade
VICE CHAIR

Andrew T. Chesley
EXECUTIVE DIRECTOR

Member Agencies
CITIES OF ESCALON
LATHROP, LODI,
MANTECA, RIPON,
STOCKTON, TRACY,
AND THE COUNTY OF
SAN JOAQUIN

December 2019
SJCOG Board

STAFF REPORT

SUBJECT: California Congestion Management Program (CMP) Opt-Out

RECOMMENDED ACTION: Approve Resolution R-20-16 and Authorize SJCOG Executive Director to Start the Process of Opting Out of State CMP

DISCUSSION:

SUMMARY:

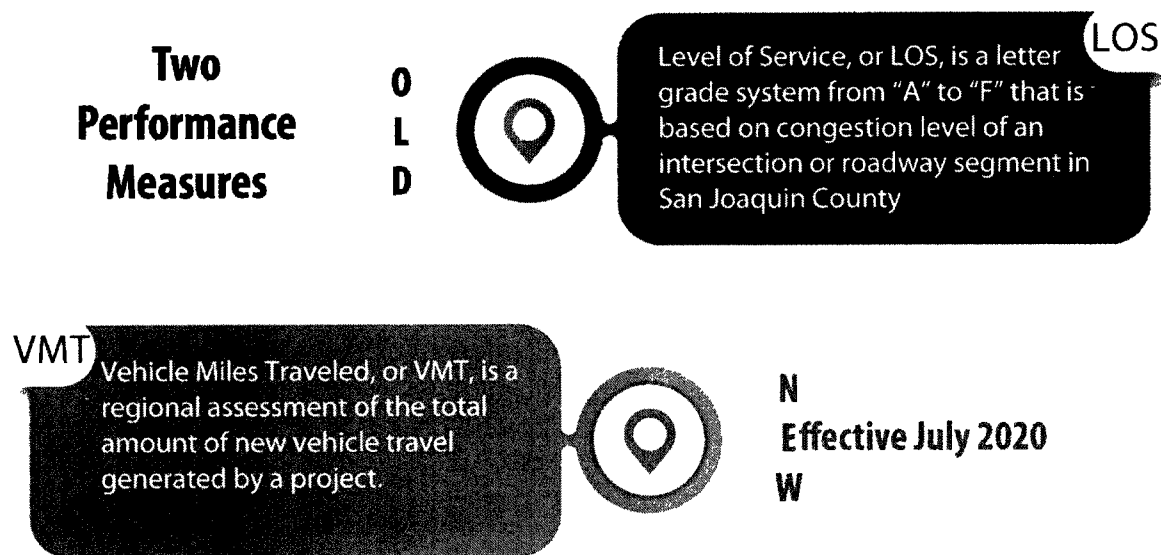
State law allows SJCOG to “Opt Out” of State CMP with no loss of gas tax revenues as long as a majority of local agencies representing a majority of the county’s population pass resolutions in support. SJCOG staff is seeking support from all local agencies to “opt out” thereby reducing the administrative burden to comply with outdated level-of-service requirements.

Like other Congestion Management Agencies (CMA) in California, San Joaquin Council of Governments (SJCOG) is at a “crossroads” on the issue of “Opting Out” of California’s Congestion Management Program (CMP). “Opting Out” of CMP does the following:

- Removes the need to submit project referral applications and environmental documentation for land use review
- Removes the follow up from jurisdictions about project and mitigation measure updates
- Eliminates the chance of losing State and Federal funding due to non-compliance with the LOS threshold, and
- Eliminates the need to submit updates to complete seven-year capital improvement program.

Staff concludes these benefits, along with the chance of building a new CMP that fulfills our Federal CMP requirements and better fit the needs of our stakeholders, should be strongly considered by SJCOG’s Board. By state law, SJCOG is required to prepare and update a CMP biennially for San Joaquin County. Initiated by the passage of Proposition 111 of 1990 (Increasing the state gas tax from 9 to 18 cents), the State CMP was later supported by adoption of San Joaquin County Local Measure K on 2006. The intent of the CMP process tied new tax revenue source to a coordinated process to review land use development and transportation programs with the intent to reduce traffic congestion.

The state CMP requires the transportation system to be measured using Level of Service (LOS), a letter grade system from “A” to “F” based on congestion level. To date, the CMP LOS analysis “piggybacks” on the transportation impact analysis to meet California Environmental Quality Act (CEQA) requirements for a project (i.e., Mitigated Negative Declaration, Environmental Impact Report, etc.) – local agencies usually use the same analysis for both purposes. However, per Senate Bill 743 (Steinberg 2013) all jurisdictions will be required to use Vehicle Miles Traveled (VMT) rather than LOS in CEQA documents starting in July 2020. At that point, the CMP LOS analysis would be an additional requirement on jurisdictions that would potentially conflict with the impacts and mitigation measures found in CEQA. “Opting out” eliminates this conflict.



RECOMMENDATION:

SJCOG staff recommends the SJCOG Board of Directors approve Resolution R-20-16 (Appendix B) and authorize the Executive Director to start the process of opting out of California CMP, in accordance with State CMP statute.

FISCAL IMPACT:

Opting out of State CMP eliminates the need to staff activities for state CMP compliance. For this current fiscal year, SJCOG staff anticipates the Board adopted, budgeted resources for the Congestion Management Program (Work Element # 801.04) will be reduced by approximately 25%, a reduction of \$45,000. These savings would come from a combination of funding sources including Measure K and FHWA Planning. In addition to an annual savings, every two years, SJCOG spends \$150,000 for consultant services related to state CMP updates which would no longer be necessary. Any savings can be reallocated to other eligible work items in SJCOG’s OWP. State gas tax revenue will continue to flow to local jurisdictions. Local jurisdictions will also experience savings in their own activities related to state CMP compliance.

BACKGROUND:

For SJCOG and jurisdictions alike, the continued administration of the State CMP may not have the value it once had in improving the region's transportation system.

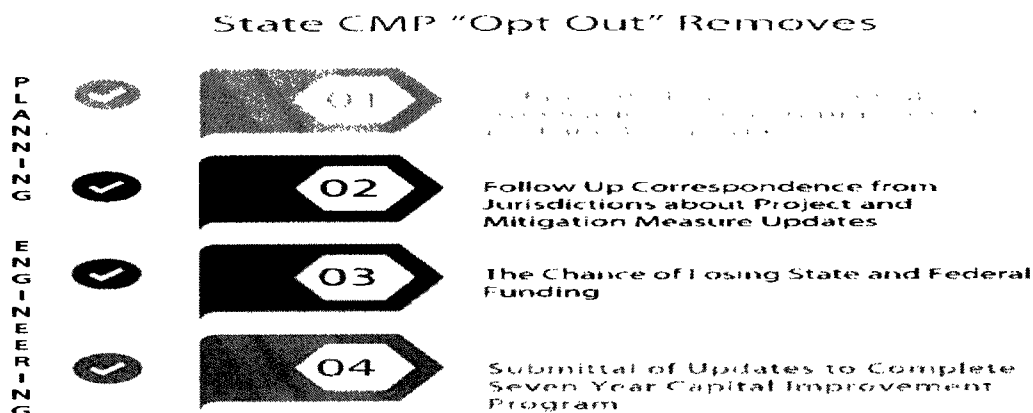
Seven incorporated cities, the County of San Joaquin, and SJCOG share various State CMP statutory responsibilities; including monitoring traffic count locations on select arterials, implementing transportation improvements, adoption of travel demand management and land use ordinances, and mitigating congestion impacts.

The framework of State CMP is predicated on adding roadway lanes to mitigate congestion levels, with LOS as the main performance metric. The recent adoption of Assembly Bill (AB) 32: California Global Warming Solutions Act of 2006), SB 375 (Sustainable Communities and Climate Protection Act of 2008), SB 743 (Environmental quality: transit oriented infill projects, judicial review streamlining for environmental leadership development projects) and SB 32 (California Global Warming Solutions Act of 2006) directly or indirectly moved CEQA away from LOS as a performance metric. Therefore, the State CMP became a bureaucratic checklist that is completed for the purpose of retaining eligibility for state and federal funds; instead of promoting a more sustainable and equitable region.

LOS is also embedded within our Measure K Renewal Ordinance of 2006 as a performance metric. Measure K Renewal Ordinance and programs will be updated after the opt out is completed. "Opting out" of State CMP is the first task in building a platform to consider new ways of measuring transportation system performance along with VMT that complement efforts to combat climate change, support sustainable, vibrant communities and improve mobility.

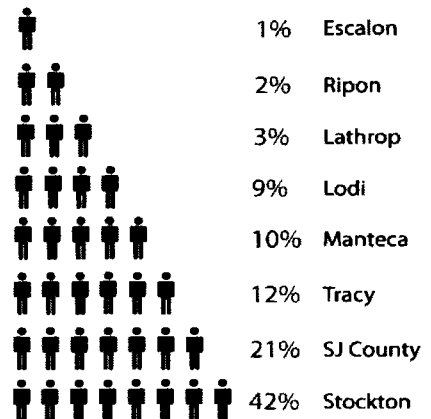
Reasons to "Opt Out" of State CMP

SJCOG has listed the reasons for "Opting Out" of State CMP on next page. In short, our current outdated form of measuring performance along our regional roadway system has been costly and tedious with little to no benefit to either jurisdiction nor SJCOG.



“Opt Out” Process

Pursuant to California Government Code §65088.3, counties may “Opt Out” of the CMP requirement with no loss of gas tax revenues if the majority of jurisdictions that represent the majority of the county’s population pass resolutions that request to “Opt Out” of California CMP. SJCOG needs a minimum of 5 jurisdictions approve resolutions by City Council/Board of Supervisors; of which one must be City of Stockton or the County. Based on American Factfinder, City of Stockton accounts for 42% of total population in San Joaquin County.



Should the “Opt Out” occur, SJCOG staff anticipates immediate implementation. Planning and Engineering staff will no longer have to perform duties related to the state CMP.

Examples

SJCOG will not be the first to “Opt Out” of State CMP in California and even in San Joaquin Valley. The following agencies have either already opted out, are currently in the process, or passed a resolution that recommends “Opt Out” of State CMP.

“Opted Out”

- Fresno Council of Governments (Fresno County) – 1997
- Sacramento Transportation Authority (Sacramento County) – 1996
- San Diego Association of Governments (San Diego County) – 2009
- San Luis Obispo Council of Governments (San Luis Obispo County) – 1997
- Santa Cruz County Regional Transportation Commission (Santa Cruz County) – 2000
- Sonoma County Transportation Authority (Sonoma County) – 2000s

In the Process of “Opting Out”

- Los Angeles Metro (Los Angeles County) – Board passed a resolution initiating process in June 2018. City of Los Angeles and 45 other member jurisdictions passed resolutions to “Opt Out” by June 2019.

Passed a Resolution (3000 Revised) that encourages their counties to “Opt Out”

- Metropolitan Transportation Commission (Member Counties with CMAs include Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano)

Alternative Considered

SJCOG can continue to fulfill the requirements as required by State CMP and move forward with updating the current CMP. We do not recommend this alternative as SJCOG has examined multiple ways of adapting the state legislative requirements to better fit the needs of our stakeholders and found little benefit of preserving State CMP. Opting out of the CMP gives SJCOG the flexibility to implement mobility improvements through the programs and projects in

the Long Range Transportation Plan adopted by the Board, while furthering improvements to transportation capacity, choice and cost-effectiveness.

Determination

CMP LOS analysis was originally a pioneering effort in coordinated transportation planning, but now will become a burdensome and duplicative requirement for local agencies that is out of step with statewide transportation goals and greenhouse gas emission targets. To reiterate the reasons to “Opt Out” of State CMP, the following requirements would be removed:

- Submittal of project referral application & environmental documents for land use review;
- Follow up correspondence from jurisdictions about project & mitigation measure updates;
- The chance of losing State & Federal funding; And
- Submittal of updates to complete seven-year capital improvement program.

SJCOG staff sees merit in “opting out” of the State CMP and does recommend jurisdictions start the “Opt Out” process that results in the adoption of resolutions by City Councils/Board of Supervisors. SJCOG staff prefers all jurisdictions adopt resolutions to “Opt Out” State CMP; however, the minimum requirement of 5 jurisdictions that includes City of Stockton or San Joaquin County is acceptable.

Impact to Measure K Program

There is a linkage between Measure K projects and the CMP. The Measure K Program, in Section 7 of the Ordinance, identifies requirements of Measure K Projects to the adopted Congestion Management Program. It further goes into technical detail about state CMP requirements, which identified earlier in this staff report, are now antiquated. If and when this region “Opts Out” of State CMP, the Measure K ordinance will require an amendment to remove these outdated references.

This can occur during the annual Call for Amendments to the Measure K Ordinance conducted by SJCOG Board. Appendix E is an excerpt from the Measure K Ordinance and illustrates the strikeover (deleted) text and new text that would be submitted for the proposed Measure K amendment. Ultimately, updates of SJCOG’s CMP will achieve the goal of meeting Federal CMP requirements while adding policies, information, and/or action items that better supports the needs of jurisdictions within San Joaquin County.

Jurisdiction Review

This staff report was distributed on 10/31/19 to primarily Planning staff for review with comments and questions due at 5:00 PM on 11/21/19. SJCOG felt Planning staff would be the most incentivized for “Opting Out” of State CMP due to the current staff time needed to receive and respond to SJCOG letters and provide updates to projects and associated mitigation measures.

As of 11/21/19, no comments were received from Planning Staff. On 11/22/19, San Joaquin County left a voicemail to request clarity on possibly whom would be right department to take

forth a recommendation to their Board of Supervisors. On 11/25/19, SJCOG emailed San Joaquin County to provide clarification and availability to discuss “Opting Out” of State CMP more in detail, if needed.

COMMITTEE ACTIONS:

- ***Technical Advisory Committee*** – Unanimously approved on 11/14/19.
 - City of Lodi was provided a recommended implementation deadline of July 1, 2020.
 - City of Ripon received assurance that there are no drawbacks by SJCOG “Opting Out” of State CMP.
 - City of Tracy was provided clarity on minimum participation requirement of jurisdictions to “Opt Out” of State CMP.
- ***Management & Finance Committee*** – Unanimously approved on 11/20/19.
 - Cities of Tracy and Ripon asked similar questions as Cities of Lodi and Ripon at TAC.
 - City of Stockton asked why SJCOG did not “Opt Out” earlier. SJCOG noted SB 743 implementation in 2020 was the main factor to “Opt Out.”
- ***Citizens Advisory Committee*** – Unanimously approved on 11/20/19.
 - Sierra Club was provided clarification on SB 743 and received assurance that there are no drawbacks by SJCOG “Opting Out” of State CMP.
- ***Executive Committee*** - Unanimously approved on 11/22/19.
 - City of Lodi was provided clarity on VMT.
 - City of Ripon was provided clarity that staff currently follow s both federal and state CMP statutes. This request will opt SJCOG out of state CMP statutes.

NEXT STEPS:

Staff will move forward with the follow steps:

- Monitor and provide information/advise while jurisdictions move forward with the resolution process with their City Councils/Board of Supervisors;
- Work with our jurisdictions while amending CMP to fulfill federal CMP statutes and better fit the needs of jurisdictions in San Joaquin County;
- Plan to amend San Joaquin County’s Measure K in 2020 and replace State CMP requirements with reference that Measure K will comply with Federal CMP requirements; And
- Update other SJCOG documents, like SJCOG’s Overall Work Program, to reflect the removal of State CMP statutes.

ATTACHMENTS:

- A. SJCOG Resolution R-20-16
- B. Sample Resolution for City / County
- C. State Statutes Related to Congestion Management Programs

- D. List of Current & Past CMAs and Sources
- E. Draft Measure K Renewal Ordinance of 2006 Amended
- F. Draft SJCOG Overall Work Program Updated

Prepared by: Travis Yokoyama, Associate Regional Planner



RESOLUTION SAN JOAQUIN COUNCIL OF GOVERNMENTS

R-20-16

RESOLUTION RECOMMENDING OUR JURISDICTIONS ADOPT RESOLUTIONS TO OPT OUT OF STATE CONGESTION MANAGEMENT PROGRAM (CMP)

WHEREAS, the San Joaquin Council of Governments (SJCOG) serves as the Congestion Management Agency (CMA) for San Joaquin County; and

WHEREAS, pursuant to the passage of Proposition 111 of 1990 and Measure K of 2006, SJCOG must follow guidelines set forth by California Government Code 65088; and

WHEREAS, SJCOG must prepare and update a CMP biennially for San Joaquin County that includes an element defining the CMP system, an element establishing level of service (LOS) standards, a system-wide multimodal performance element, a program for analyzing the impact of land use decisions, and a seven-year capital improvement program; and

WHEREAS, SJCOG must monitor the regional roadway network set forth by the policies of most recent CMP update; and

WHEREAS, jurisdictions can be held accountable for deficient roadways/intersections; and

WHEREAS, adoptions of Assembly Bill (AB) 32 California Global Warming Solutions Act of 2006, SB 375 (Sustainable Communities and Climate Protection Act of 2008), SB 743 (Environmental quality: transit oriented infill projects, judicial review streamlining for environmental leadership development projects) and SB 32 (California Global Warming Solutions Act of 2006) directly or indirectly moved CEQA away from LOS as a performance metric; and

WHEREAS, fulfilling State CMP requirements has become burdensome and duplicative requirement for local agencies that is out of step with statewide transportation goals and greenhouse gas emission targets; and

WHEREAS, pursuant to California Government Code 65088.3, SJCOG can opt out of State CMP requirements if the majority of local governments, collectively comprised of the city councils and the county board of supervisors, which in total also represent a majority of the population in the county, each adopt resolutions electing to be exempt from the congestion management program; and

WHEREAS, the option of "Opting Out" of State CMP has been reviewed by our jurisdictions

and approved by the San Joaquin Council of Governments' Board on December 5, 2019.

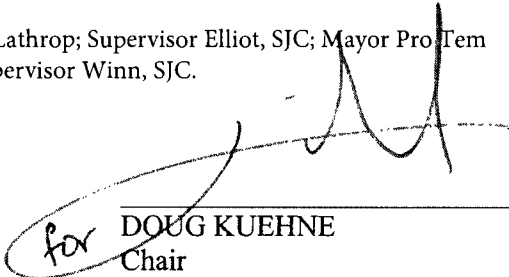
NOW, THEREFORE BE IT RESOLVED that staff of the eight jurisdictions in San Joaquin County are recommended to submit a resolution to city council that opts a jurisdiction out of responsibilities of State CMP set forth by California Government Code 65088.

PASSED AND ADOPTED this 5th day of December 2019 by the following vote of the San Joaquin Council of Governments, to wit;

Councilmember Andrade, Stockton; Councilmember Jobrack, Stockton; Supervisor Miller, SJC;
AYES: Councilmember Murken, Escalon; Mayor Rickman, Tracy; Councilmember Singh, Manteca;
Vice Mayor Wright, Stockton; Mayor Zuber, Ripon.

NOES: None.

ABSENT: Mayor Dhaliwal, Lathrop; Supervisor Elliot, SJC; Mayor Pro Tem
Kuehne, Lodi; Supervisor Winn, SJC.


for DOUG KUEHNE
Chair

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF

_____, CALIFORNIA, ELECTING TO BE EXEMPT FROM

THE CONGESTION MANAGEMENT PROGRAM

WHEREAS, in 1990 the voters of California passed Proposition 111 and the requirement that urbanized counties develop and implement a Congestion Management Program; and

WHEREAS, the legislature and governor established the specific requirements of the Congestion Management Program by passage of legislation which was a companion to Proposition 111 and is encoded in California Government Code Section 65088 to 65089.10; and

WHEREAS, the San Joaquin Council of Governments (SJCOG) has been designated as the Congestion Management Agency responsible for San Joaquin County's Congestion Management Program; and

WHEREAS, California Government Code Section 65089.3 allows urbanized counties to be exempt from the Congestion Management Program based on resolutions passed by local jurisdictions representing a majority of a county's jurisdictions with a majority of the county's population; and

WHEREAS, the Congestion Management Program is outdated and increasingly out of step with current regional, State, and federal planning processes and requirements, including new State requirements for transportation performance measures related to greenhouse gas reduction; and

WHEREAS, on _____ the SJCOG Board of Directors took action to direct SJCOG staff to work with local jurisdictions to prepare the necessary resolutions to exempt San Joaquin County from the Congestion Management Program.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of _____, California, as follows:

1. That the above recitations are true and correct.
2. That the City of _____ hereby elects to be exempt from the Congestion Management Program as described in California Government Code Section 65088 to 65089.10.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of _____ on the _____ day of _____ by the following vote, to wit:

AYES:

NOES:

ABSENT:

(Name), Mayor

ATTEST:

{Name}, City Clerk

(Seal)

CALIFORNIA CODES
GOVERNMENT CODE
SECTION 65088-65089.10

65088. The Legislature finds and declares all of the following:

(a) Although California's economy is critically dependent upon transportation, its current transportation system relies primarily upon a street and highway system designed to accommodate far fewer vehicles than are currently using the system.

(b) California's transportation system is characterized by fragmented planning, both among jurisdictions involved and among the means of available transport.

(c) The lack of an integrated system and the increase in the number of vehicles are causing traffic congestion that each day results in 400,000 hours lost in traffic, 200 tons of pollutants released into the air we breathe, and three million one hundred thousand dollars (\$3,100,000) added costs to the motoring public.

(d) To keep California moving, all methods and means of transport between major destinations must be coordinated to connect our vital economic and population centers.

(e) In order to develop the California economy to its full potential, it is intended that federal, state, and local agencies join with transit districts, business, private and environmental interests to develop and implement comprehensive strategies needed to develop appropriate responses to transportation needs.

(f) In addition to solving California's traffic congestion crisis, rebuilding California's cities and suburbs, particularly with affordable housing and more walkable neighborhoods, is an important part of accommodating future increases in the state's population because homeownership is only now available to most Californians who are on the fringes of metropolitan areas and far from employment centers.

(g) The Legislature intends to do everything within its power to remove regulatory barriers around the development of infill housing, transit-oriented development, and mixed use commercial development in order to reduce regional traffic congestion and provide more housing choices for all Californians.

(h) The removal of regulatory barriers to promote infill housing, transit-oriented development, or mixed use commercial development does not preclude a city or county from holding a public hearing nor finding that an individual infill project would be adversely impacted by the surrounding environment or transportation patterns.

65088.1. As used in this chapter the following terms have the following meanings:

(a) Unless the context requires otherwise, "agency" means the agency responsible for the preparation and adoption of the congestion management program.

(b) "Bus rapid transit corridor" means a bus service that includes at least four of the following attributes:

- (1) Coordination with land use planning.
- (2) Exclusive right-of-way.
- (3) Improved passenger boarding facilities.
- (4) Limited stops.
- (5) Passenger boarding at the same height as the bus.

- (6) Prepaid fares.
- (7) Real-time passenger information.
- (8) Traffic priority at intersections.
- (9) Signal priority.
- (10) Unique vehicles.
- (c) "Commission" means the California Transportation Commission.
- (d) "Department" means the Department of Transportation.
- (e) "Infill opportunity zone" means a specific area designated by a city or county, pursuant to subdivision (c) of Section 65088.4, that is within one-half mile of a major transit stop or high-quality transit corridor included in a regional transportation plan. A major transit stop is as defined in Section 21064.3 of the Public Resources Code, except that, for purposes of this section, it also includes major transit stops that are included in the applicable regional transportation plan. For purposes of this section, a high-quality transit corridor means a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours.
- (f) "Interregional travel" means any trips that originate outside the boundary of the agency. A "trip" means a one-direction vehicle movement. The origin of any trip is the starting point of that trip. A roundtrip consists of two individual trips.
- (g) "Level of service standard" is a threshold that defines a deficiency on the congestion management program highway and roadway system which requires the preparation of a deficiency plan. It is the intent of the Legislature that the agency shall use all elements of the program to implement strategies and actions that avoid the creation of deficiencies and to improve multimodal mobility.
- (h) "Local jurisdiction" means a city, a county, or a city and county.
- (i) "Multimodal" means the utilization of all available modes of travel that enhance the movement of people and goods, including, but not limited to, highway, transit, nonmotorized, and demand management strategies including, but not limited to, telecommuting. The availability and practicality of specific multimodal systems, projects, and strategies may vary by county and region in accordance with the size and complexity of different urbanized areas.
- (j) (1) "Parking cash-out program" means an employer-funded program under which an employer offers to provide a cash allowance to an employee equivalent to the parking subsidy that the employer would otherwise pay to provide the employee with a parking space. "Parking subsidy" means the difference between the out-of-pocket amount paid by an employer on a regular basis in order to secure the availability of an employee parking space not owned by the employer and the price, if any, charged to an employee for use of that space.
(2) A parking cash-out program may include a requirement that employee participants certify that they will comply with guidelines established by the employer designed to avoid neighborhood parking problems, with a provision that employees not complying with the guidelines will no longer be eligible for the parking cash-out program.
- (k) "Performance measure" is an analytical planning tool that is used to quantitatively evaluate transportation improvements and to assist in determining effective implementation actions, considering all modes and strategies. Use of a performance measure as part of the program does not trigger the requirement for the preparation of deficiency plans.

**State CMP
"Opt Out"
Criteria**

(l) "Urbanized area" has the same meaning as is defined in the 1990 federal census for urbanized areas of more than 50,000 population.

(m) Unless the context requires otherwise, "regional agency" means the agency responsible for preparation of the regional transportation improvement program.

65088.3. This chapter does not apply in a county in which a majority of local governments, collectively comprised of the city councils and the county board of supervisors, which in total also represent a majority of the population in the county, each adopt resolutions electing to be exempt from the congestion management program.

65088.4. (a) It is the intent of the Legislature to balance the need for level of service standards for traffic with the need to build infill housing and mixed use commercial developments within walking distance of mass transit facilities, downtowns, and town centers and to provide greater flexibility to local governments to balance these sometimes competing needs.

(b) Notwithstanding any other provision of law, level of service standards described in Section 65089 shall not apply to the streets and highways within an infill opportunity zone.

(c) The city or county may designate an infill opportunity zone by adopting a resolution after determining that the infill opportunity zone is consistent with the general plan and any applicable specific plan, and is a transit priority area within a sustainable communities strategy or alternative planning strategy adopted by the applicable metropolitan planning organization.

65088.5. Congestion management programs, if prepared by county transportation commissions and transportation authorities created pursuant to Division 12 (commencing with Section 130000) of the Public Utilities Code, shall be used by the regional transportation planning agency to meet federal requirements for a congestion management system, and shall be incorporated into the congestion management system.

65089. (a) A congestion management program shall be developed, adopted, and updated biennially, consistent with the schedule for adopting and updating the regional transportation improvement program, for every county that includes an urbanized area, and shall include every city and the county. The program shall be adopted at a noticed public hearing of the agency. The program shall be developed in consultation with, and with the cooperation of, the transportation planning agency, regional transportation providers, local governments, the department, and the air pollution control district or the air quality management district, either by the county transportation commission, or by another public agency, as designated by resolutions adopted by the county board of supervisors and the city councils of a majority of the cities representing a majority of the population in the incorporated area of the county.

(b) The program shall contain all of the following elements:

(1) (A) Traffic level of service standards established for a system of highways and roadways designated by the agency. The highway and roadway system shall include at a minimum all state highways and principal arterials. No highway or roadway designated as a part of

the system shall be removed from the system. All new state highways and principal arterials shall be designated as part of the system, except when it is within an infill opportunity zone. Level of service (LOS) shall be measured by Circular 212, by the most recent version of the Highway Capacity Manual, or by a uniform methodology adopted by the agency that is consistent with the Highway Capacity Manual. The determination as to whether an alternative method is consistent with the Highway Capacity Manual shall be made by the regional agency, except that the department instead shall make this determination if either (i) the regional agency is also the agency, as those terms are defined in Section 65088.1, or (ii) the department is responsible for preparing the regional transportation improvement plan for the county.

(B) In no case shall the LOS standards established be below the level of service E or the current level, whichever is farthest from level of service A except when the area is in an infill opportunity zone. When the level of service on a segment or at an intersection fails to attain the established level of service standard outside an infill opportunity zone, a deficiency plan shall be adopted pursuant to Section 65089.4.

(2) A performance element that includes performance measures to evaluate current and future multimodal system performance for the movement of people and goods. At a minimum, these performance measures shall incorporate highway and roadway system performance, and measures established for the frequency and routing of public transit, and for the coordination of transit service provided by separate operators. These performance measures shall support mobility, air quality, land use, and economic objectives, and shall be used in the development of the capital improvement program required pursuant to paragraph (5), deficiency plans required pursuant to Section 65089.4, and the land use analysis program required pursuant to paragraph (4).

(3) A travel demand element that promotes alternative transportation methods, including, but not limited to, carpools, vanpools, transit, bicycles, and park-and-ride lots; improvements in the balance between jobs and housing; and other strategies, including, but not limited to, flexible work hours, telecommuting, and parking management programs. The agency shall consider parking cash-out programs during the development and update of the travel demand element.

(4) A program to analyze the impacts of land use decisions made by local jurisdictions on regional transportation systems, including an estimate of the costs associated with mitigating those impacts. This program shall measure, to the extent possible, the impact to the transportation system using the performance measures described in paragraph (2). In no case shall the program include an estimate of the costs of mitigating the impacts of interregional travel. The program shall provide credit for local public and private contributions to improvements to regional transportation systems. However, in the case of toll road facilities, credit shall only be allowed for local public and private contributions which are unreimbursed from toll revenues or other state or federal sources. The agency shall calculate the amount of the credit to be provided. The program defined under this section may require implementation through the requirements and analysis of the California Environmental Quality Act, in order to avoid duplication.

(5) A seven-year capital improvement program, developed using the

performance measures described in paragraph (2) to determine effective projects that maintain or improve the performance of the multimodal system for the movement of people and goods, to mitigate regional transportation impacts identified pursuant to paragraph (4). The program shall conform to transportation-related vehicle emission air quality mitigation measures, and include any project that will increase the capacity of the multimodal system. It is the intent of the Legislature that, when roadway projects are identified in the program, consideration be given for maintaining bicycle access and safety at a level comparable to that which existed prior to the improvement or alteration. The capital improvement program may also include safety, maintenance, and rehabilitation projects that do not enhance the capacity of the system but are necessary to preserve the investment in existing facilities.

(c) The agency, in consultation with the regional agency, cities, and the county, shall develop a uniform data base on traffic impacts for use in a countywide transportation computer model and shall approve transportation computer models of specific areas within the county that will be used by local jurisdictions to determine the quantitative impacts of development on the circulation system that are based on the countywide model and standardized modeling assumptions and conventions. The computer models shall be consistent with the modeling methodology adopted by the regional planning agency. The data bases used in the models shall be consistent with the data bases used by the regional planning agency. Where the regional agency has jurisdiction over two or more counties, the data bases used by the agency shall be consistent with the data bases used by the regional agency.

(d) (1) The city or county in which a commercial development will implement a parking cash-out program that is included in a congestion management program pursuant to subdivision (b), or in a deficiency plan pursuant to Section 65089.4, shall grant to that development an appropriate reduction in the parking requirements otherwise in effect for new commercial development.

(2) At the request of an existing commercial development that has implemented a parking cash-out program, the city or county shall grant an appropriate reduction in the parking requirements otherwise applicable based on the demonstrated reduced need for parking, and the space no longer needed for parking purposes may be used for other appropriate purposes.

(e) Pursuant to the federal Intermodal Surface Transportation Efficiency Act of 1991 and regulations adopted pursuant to the act, the department shall submit a request to the Federal Highway Administration Division Administrator to accept the congestion management program in lieu of development of a new congestion management system otherwise required by the act.

65089.1. (a) For purposes of this section, "plan" means a trip reduction plan or a related or similar proposal submitted by an employer to a local public agency for adoption or approval that is designed to facilitate employee ridesharing, the use of public transit, and other means of travel that do not employ a single-occupant vehicle.

(b) An agency may require an employer to provide rideshare data bases; an emergency ride program; a preferential parking program; a transportation information program; a parking cash-out program, as defined in subdivision (f) of Section 65088.1; a public transit

subsidy in an amount to be determined by the employer; bicycle parking areas; and other noncash value programs which encourage or facilitate the use of alternatives to driving alone. An employer may offer, but no agency shall require an employer to offer, cash, prizes, or items with cash value to employees to encourage participation in a trip reduction program as a condition of approving a plan.

(c) Employers shall provide employees reasonable notice of the content of a proposed plan and shall provide the employees an opportunity to comment prior to submittal of the plan to the agency for adoption.

(d) Each agency shall modify existing programs to conform to this section not later than June 30, 1995. Any plan adopted by an agency prior to January 1, 1994, shall remain in effect until adoption by the agency of a modified plan pursuant to this section.

(e) Employers may include disincentives in their plans that do not create a widespread and substantial disproportionate impact on ethnic or racial minorities, women, or low-income or disabled employees.

(f) This section shall not be interpreted to relieve any employer of the responsibility to prepare a plan that conforms with trip reduction goals specified in Division 26 (commencing with Section 39000) of the Health and Safety Code, or the Clean Air Act (42 U.S.C. Sec. 7401 et seq.).

(g) This section only applies to agencies and employers within the South Coast Air Quality Management District.

65089.2. (a) Congestion management programs shall be submitted to the regional agency. The regional agency shall evaluate the consistency between the program and the regional transportation plans required pursuant to Section 65080. In the case of a multicounty regional transportation planning agency, that agency shall evaluate the consistency and compatibility of the programs within the region.

(b) The regional agency, upon finding that the program is consistent, shall incorporate the program into the regional transportation improvement program as provided for in Section 65082. If the regional agency finds the program is inconsistent, it may exclude any project in the congestion management program from inclusion in the regional transportation improvement program.

(c) (1) The regional agency shall not program any surface transportation program funds and congestion mitigation and air quality funds pursuant to Sections 182.6 and 182.7 of the Streets and Highways Code in a county unless a congestion management program has been adopted by December 31, 1992, as required pursuant to Section 65089. No surface transportation program funds or congestion mitigation and air quality funds shall be programmed for a project in a local jurisdiction that has been found to be in nonconformance with a congestion management program pursuant to Section 65089.5 unless the agency finds that the project is of regional significance.

(2) Notwithstanding any other provision of law, upon the designation of an urbanized area, pursuant to the 1990 federal census or a subsequent federal census, within a county which previously did not include an urbanized area, a congestion management program as required pursuant to Section 65089 shall be adopted within a period of 18 months after designation by the Governor.

(d) (1) It is the intent of the Legislature that the regional agency, when its boundaries include areas in more than one county,

should resolve inconsistencies and mediate disputes that arise between agencies related to congestion management programs adopted for those areas.

(2) It is the further intent of the Legislature that disputes that may arise between regional agencies, or agencies that are not within the boundaries of a multicounty regional transportation planning agency, should be mediated and resolved by the Secretary of Transportation, or an employee of the Transportation Agency designated by the secretary, in consultation with the air pollution control district or air quality management district within whose boundaries the regional agency or agencies are located.

(e) At the request of the agency, a local jurisdiction that owns, or is responsible for operation of, a trip-generating facility in another county shall participate in the congestion management program of the county where the facility is located. If a dispute arises involving a local jurisdiction, the agency may request the regional agency to mediate the dispute through procedures pursuant to subdivision (d). Failure to resolve the dispute does not invalidate the congestion management program.

65089.3. The agency shall monitor the implementation of all elements of the congestion management program. The department is responsible for data collection and analysis on state highways, unless the agency designates that responsibility to another entity. The agency may also assign data collection and analysis responsibilities to other owners and operators of facilities or services if the responsibilities are specified in its adopted program. The agency shall consult with the department and other affected owners and operators in developing data collection and analysis procedures and schedules prior to program adoption. At least biennially, the agency shall determine if the county and cities are conforming to the congestion management program, including, but not limited to, all of the following:

(a) Consistency with levels of service standards, except as provided in Section 65089.4.

(b) Adoption and implementation of a program to analyze the impacts of land use decisions, including the estimate of the costs associated with mitigating these impacts.

(c) Adoption and implementation of a deficiency plan pursuant to Section 65089.4 when highway and roadway level of service standards are not maintained on portions of the designated system.

65089.4. (a) A local jurisdiction shall prepare a deficiency plan when highway or roadway level of service standards are not maintained on segments or intersections of the designated system. The deficiency plan shall be adopted by the city or county at a noticed public hearing.

(b) The agency shall calculate the impacts subject to exclusion pursuant to subdivision (f) of this section, after consultation with the regional agency, the department, and the local air quality management district or air pollution control district. If the calculated traffic level of service following exclusion of these impacts is consistent with the level of service standard, the agency shall make a finding at a publicly noticed meeting that no deficiency plan is required and so notify the affected local jurisdiction.

(c) The agency shall be responsible for preparing and adopting procedures for local deficiency plan development and implementation

responsibilities, consistent with the requirements of this section. The deficiency plan shall include all of the following:

(1) An analysis of the cause of the deficiency. This analysis shall include the following:

(A) Identification of the cause of the deficiency.

(B) Identification of the impacts of those local jurisdictions within the jurisdiction of the agency that contribute to the deficiency. These impacts shall be identified only if the calculated traffic level of service following exclusion of impacts pursuant to subdivision (f) indicates that the level of service standard has not been maintained, and shall be limited to impacts not subject to exclusion.

(2) A list of improvements necessary for the deficient segment or intersection to maintain the minimum level of service otherwise required and the estimated costs of the improvements.

(3) A list of improvements, programs, or actions, and estimates of costs, that will (A) measurably improve multimodal performance, using measures defined in paragraphs (1) and (2) of subdivision (b) of Section 65089, and (B) contribute to significant improvements in air quality, such as improved public transit service and facilities, improved nonmotorized transportation facilities, high occupancy vehicle facilities, parking cash-out programs, and transportation control measures. The air quality management district or the air pollution control district shall establish and periodically revise a list of approved improvements, programs, and actions that meet the scope of this paragraph. If an improvement, program, or action on the approved list has not been fully implemented, it shall be deemed to contribute to significant improvements in air quality. If an improvement, program, or action is not on the approved list, it shall not be implemented unless approved by the local air quality management district or air pollution control district.

(4) An action plan, consistent with the provisions of Chapter 5 (commencing with Section 66000), that shall be implemented, consisting of improvements identified in paragraph (2), or improvements, programs, or actions identified in paragraph (3), that are found by the agency to be in the interest of the public health, safety, and welfare. The action plan shall include a specific implementation schedule. The action plan shall include implementation strategies for those jurisdictions that have contributed to the cause of the deficiency in accordance with the agency's deficiency plan procedures. The action plan need not mitigate the impacts of any exclusions identified in subdivision (f). Action plan strategies shall identify the most effective implementation strategies for improving current and future system performance.

(d) A local jurisdiction shall forward its adopted deficiency plan to the agency within 12 months of the identification of a deficiency. The agency shall hold a noticed public hearing within 60 days of receiving the deficiency plan. Following that hearing, the agency shall either accept or reject the deficiency plan in its entirety, but the agency may not modify the deficiency plan. If the agency rejects the plan, it shall notify the local jurisdiction of the reasons for that rejection, and the local jurisdiction shall submit a revised plan within 90 days addressing the agency's concerns. Failure of a local jurisdiction to comply with the schedule and requirements of this section shall be considered to be nonconformance for the purposes of Section 65089.5.

(e) The agency shall incorporate into its deficiency plan

procedures, a methodology for determining if deficiency impacts are caused by more than one local jurisdiction within the boundaries of the agency.

(1) If, according to the agency's methodology, it is determined that more than one local jurisdiction is responsible for causing a deficient segment or intersection, all responsible local jurisdictions shall participate in the development of a deficiency plan to be adopted by all participating local jurisdictions.

(2) The local jurisdiction in which the deficiency occurs shall have lead responsibility for developing the deficiency plan and for coordinating with other impacting local jurisdictions. If a local jurisdiction responsible for participating in a multi-jurisdictional deficiency plan does not adopt the deficiency plan in accordance with the schedule and requirements of paragraph (a) of this section, that jurisdiction shall be considered in nonconformance with the program for purposes of Section 65089.5.

(3) The agency shall establish a conflict resolution process for addressing conflicts or disputes between local jurisdictions in meeting the multi-jurisdictional deficiency plan responsibilities of this section.

(f) The analysis of the cause of the deficiency prepared pursuant to paragraph (1) of subdivision (c) shall exclude the following:

(1) Interregional travel.

(2) Construction, rehabilitation, or maintenance of facilities that impact the system.

(3) Freeway ramp metering.

(4) Traffic signal coordination by the state or multi-jurisdictional agencies.

(5) Traffic generated by the provision of low-income and very low income housing.

(6) (A) Traffic generated by high-density residential development located within one-fourth mile of a fixed rail passenger station, and

(B) Traffic generated by any mixed use development located within one-fourth mile of a fixed rail passenger station, if more than half of the land area, or floor area, of the mixed use development is used for high density residential housing, as determined by the agency.

(g) For the purposes of this section, the following terms have the following meanings:

(1) "High density" means residential density development which contains a minimum of 24 dwelling units per acre and a minimum density per acre which is equal to or greater than 120 percent of the maximum residential density allowed under the local general plan and zoning ordinance. A project providing a minimum of 75 dwelling units per acre shall automatically be considered high density.

(2) "Mixed use development" means development which integrates compatible commercial or retail uses, or both, with residential uses, and which, due to the proximity of job locations, shopping opportunities, and residences, will discourage new trip generation.

65089.5. (a) If, pursuant to the monitoring provided for in Section 65089.3, the agency determines, following a noticed public hearing, that a city or county is not conforming with the requirements of the congestion management program, the agency shall notify the city or county in writing of the specific areas of nonconformance. If, within 90 days of the receipt of the written notice of nonconformance, the city or county has not come into conformance with the congestion management program, the governing body of the agency shall make a

finding of nonconformance and shall submit the finding to the commission and to the Controller.

(b) (1) Upon receiving notice from the agency of nonconformance, the Controller shall withhold apportionments of funds required to be apportioned to that nonconforming city or county by Section 2105 of the Streets and Highways Code.

(2) If, within the 12-month period following the receipt of a notice of nonconformance, the Controller is notified by the agency that the city or county is in conformance, the Controller shall allocate the apportionments withheld pursuant to this section to the city or county.

(3) If the Controller is not notified by the agency that the city or county is in conformance pursuant to paragraph (2), the Controller shall allocate the apportionments withheld pursuant to this section to the agency.

(c) The agency shall use funds apportioned under this section for projects of regional significance which are included in the capital improvement program required by paragraph (5) of subdivision (b) of Section 65089, or in a deficiency plan which has been adopted by the agency. The agency shall not use these funds for administration or planning purposes.

65089.6. Failure to complete or implement a congestion management program shall not give rise to a cause of action against a city or county for failing to conform with its general plan, unless the city or county incorporates the congestion management program into the circulation element of its general plan.

65089.7. A proposed development specified in a development agreement entered into prior to July 10, 1989, shall not be subject to any action taken to comply with this chapter, except actions required to be taken with respect to the trip reduction and travel demand element of a congestion management program pursuant to paragraph (3) of subdivision (b) of Section 65089.

65089.9. The study steering committee established pursuant to Section 6 of Chapter 444 of the Statutes of 1992 may designate at least two congestion management agencies to participate in a demonstration study comparing multimodal performance standards to highway level of service standards. The department shall make available, from existing resources, fifty thousand dollars (\$50,000) from the Transportation Planning and Development Account in the State Transportation Fund to fund each of the demonstration projects. The designated agencies shall submit a report to the Legislature not later than June 30, 1997, regarding the findings of each demonstration project.

65089.10. Any congestion management agency that is located in the Bay Area Air Quality Management District and receives funds pursuant to Section 44241 of the Health and Safety Code for the purpose of implementing paragraph (3) of subdivision (b) of Section 65089 shall ensure that those funds are expended as part of an overall program for improving air quality and for the purposes of this chapter.

Current & Past State Congestion Management Agencies

County	Agency	Opt Out?	Opt Out Year
Alameda	Alameda County Transportation Commission	N	
Contra Costa	Contra Costa Transportation Authority	N	
Fresno	Fresno Council of Governments	Y	1997
Kern	Kern Council of Governments	N	
Los Angeles	Los Angeles County Metropolitan Transportation Authority	Y	In Process
Marin	Transportation Authority of Marin	N	
Monterey	Transportation Agency for Monterey County	N	
Napa	Napa County Transportation Planning Agency	N	
Orange	Orange County Transportation Authority	N	
Placer	Placer County Transportation Planning Agency	N	
Riverside	Riverside County Transportation Commission	N	
Sacramento	Sacramento Transportation Authority	Y	1996
San Bernardino	San Bernardino Associated Governments	N	
San Diego	San Diego Association of Governments	Y	2009
San Francisco	San Francisco Transportation Authority	N	
San Joaquin	San Joaquin Council of Governments	N	
San Luis Obispo	San Luis Obispo Council of Governments	Y	1997
San Mateo	San Mateo County Association of Governments	N	
Santa Barbara	Santa Barbara County Association of Governments	N	
Santa Clara	Santa Clara County Transportation Authority	N	
Santa Cruz	Santa Cruz County Regional Transportation Commission	Y	2000
Solano	Solano County Transportation Authority	N	
Sonoma	Sonoma County Transportation Authority	Y	2000s
Stanislaus	Stanislaus Council of Governments	N	
Tulare	Tulare County Associate of Governments	N	
Ventura	Ventura County Transportation Commission	N	
Yolo	Yolo County Transportation District	N	

Sources:

Fresno County

Fresno Council of Governments, Fresno County Congestion Management Process Update, September 2017
<https://www.fresnocog.org/wp-content/uploads/publications/CMP-report-Sept-2017_final.pdf>

Los Angeles County

LA Metro Planning and Programming Committee, Congestion Management Program Opt-Out, 6/20/18
<https://media.metro.net/docs/cmp_optOut_2018-0620.pdf>

LA Metro Planning and Programming Committee, Congestion Management Program – Congestion Mitigation Fee Study, 5/14/14 <http://media.metro.net/board/items/2014/05_may/20140514p&pitem22.pdf>

San Diego County

City of San Diego, Exempting the City of San Diego from the Requirements of the Congestion Management Program, 6/17/09 <https://docs.sandiego.gov/councilcomm_agendas_attach/2009/LUH_090617-1A.pdf>

City of Imperial Beach, Resolution No. 2009-6804 – Electing Exemption from State Congestion Management Program (CMP) – “Opt Out” Option, 9/2/09 <<https://www.imperialbeachca.gov/vertical/sites/%7B6283CA4C-E2BD-4DFA-A7F7-8D4ECD543E0F%7D/uploads/%7B81E876FA-61EF-4CD0-BF0F-3E78E6DF87DC%7D.PDF>>

City of Oceanside, Resolution Exempting the City of Oceanside from the Requirements of the Congestion Management Program, 8/12/09 <<https://www.ci.oceanside.ca.us/civicax/filebank/blobdload.aspx?blobid=21670>>

San Francisco Bay Area

Metropolitan Transportation Commission, 2015 Congestion Management Program Guidance: MTC Resolution No. 3000 Revised, 10/2/15 <<https://mtc.legistar.com/View.ashx?M=F&ID=4059446&GUID=9576C531-D3D0-4B7E-9D86-D87AFD6B226F>>

Sacramento County

City of Sacramento, Congestion Management Plan (CMP) Exemption, 9/6/96
<<http://www.records.cityofsacramento.org/ViewDoc.aspx?ID=s6tFBnt4W+KLuzR2ald6/NXGZpqF4NXG>>

Santa Cruz County

Santa Cruz County, Resolution Electing To Be Exempt from the Congestion Management Program, 4/25/00
<<http://sccounty01.co.santa-cruz.ca.us/bds/board/20000523/026.pdf>>

Sonoma County

Sonoma County Transportation Authority <Email from Christopher Barney, Senior Transportation Planner [9/17/19]>

San Luis Obispo

City of San Luis Obispo, AB 2419 Exemption from the Congestion Management Agency/Congestion Management Program (CMA/CMP) <<http://opengov.slocity.org/WebLink/PDF/4tewmnkijalqetafogxz5r5r/37/01071997,%208%20-%20AB%202419%20EXEMPTION%20FROM%20THE%20CONGESTION%20MANAGEMENT%20AGENCYCONGES.pdf>>

MEASURE K RENEWAL CMP REQUIREMENTS

SECTION 7. REGIONAL CONGESTION MANAGEMENT PLAN

- 7.01 The Authority must have in place and be fully implementing a Regional Congestion Management Plan by January 1, 2008.
- 7.02 The primary goals of this Plan shall include:
- (a) Monitoring Vehicle Mile Traveled (VMT) as a key indicator of growth and jobs/housing targets.
 - (b) Adopting programs that strive to keep the increase in VMT to an annual rate that is equal or less than the population increase.
 - (c) Supporting and planning for improved heavy passenger rail and regional bus connections with the Bay Area and Sacramento.
 - (d) Ensuring new development contributes a fair share and provides transportation improvements at the time of new construction.
- 7.03 The Regional Congestion Management Plan shall be in compliance with the federal Congestion Management Process, ~~the following:~~
- ~~(a) Traffic Level of Service standards for all regional roadway facilities.~~
 - ~~(b) Standards for the frequency and routing of public transit.~~
 - ~~(c) A trip reduction and travel demand element that promotes alternative transportation modes.~~
 - ~~(d) A program to coordinate the development review process to reduce automobile trip generation from newly developed residential and employment centers.~~
 - ~~(e) The San Joaquin Council of Governments will review all environmental documents and/or development applications for residential, commercial, retail, and industrial development in San Joaquin County generating 125 or more peak hour trips, based on ITE factors. The San Joaquin Council of Governments will comment on each of these developments as to their impact on the region and recommend the appropriate mitigation to address the impacts the new development will have on the existing transportation system. The San Joaquin Council of Governments will coordinate with the California Department of Transportation on these comments.~~
 - ~~(f) Use of a regional transportation and traffic computer model and database to determine the quantitative impacts of traffic from new and existing development on the regional transportation system.~~
- 7.04 An Annual Report will be produced and adopted by the Authority determining the compliance of all local agencies and the San Joaquin Council of Governments with sections 7.01 through 7.03. Should a local agency fail to comply with the requirements of this section that agency will be suspended from being allocated Congestion Relief funds for new projects until found to be in compliance. Should the San Joaquin Council of Governments fail to comply with the requirements of this section the agency will suspend expenditure of the 1% administrative funds until compliance is achieved.

Attached is a conceptual update of the Congestion Management Program Work Element based on the FY 19/20 OWP. The purpose is to indicate tasks that would no longer be needed after the removal of the State CMP requirements.

The exact tasks and budget for each future fiscal year will be determined through the OWP process based on the requirements of the Federal CMP and priorities of SJCOG and member agencies.

Note that consultant assistance was not expected during FY 19/20, so the estimated \$150,000 savings in biannual consultant costs are not shown. Only the estimated \$45,000 annual staff savings are shown.

801.04 CONGESTION MANAGEMENT PROGRAM/SYSTEM

- A. Previous Work: ~~AB 471 (1989)~~ provides for development of Congestion Management Programs for all urbanized counties in California. The Measure K Renewal Program Ordinance, approved in November 2006, includes goals and provisions for update of the CMP and a process to review and comment on local plans and development proposals. The FAST Act requires the establishment of a Congestion Management Process. During FY 17/18, SJCOG updated the program, adopted a revised Regional Congestion Management Plan, and developed and used the Federal Congestion Management Process as a component of the RTP/SCS updates. During FY 18/19, SJCOG completed the system monitoring and performance reports.
- B. Purpose: To implement the requirements of the ~~State Congestion Management Plan~~, the Federal Congestion Management Process and the Measure K Renewal Program. To adhere to a planning process that flags and corrects new areas of congestion before they occur. To implement a technically sound and achievable set of planning methods that monitor the transportation system as well as the land use developments that generate trip making. To demonstrate that all reasonable Transportation Demand Management (TDM) and Transportation System Management strategies have been employed prior to programming a roadway capacity increasing project.
- C. Tasks:
1. Continue to refine, quarterly, CMP process to address all suggestions and/or recommendations made as part of the federal certification review process and to ensure continued compliance with FHWA policy and guidance. In reference to 23 CFR 450.320 (6) (d) and (e).
 2. Planning activities to demonstrate and ensure that all reasonable Transportation Demand Management (TDM) strategies have been employed prior to adding capacity to a regionally significant roadway.
 3. Collect data on CMP network and monitor system performance through ~~use of the CMP Land Use Analysis program. This program will enable a review and technical analysis of planning and development proposals and proposed capacity enhancing transportation projects.~~
 4. Use of CMP process to identify transportation projects and programs that can be considered for inclusion in the next RTP.
 5. Continue to define and expand upon CMP's performance measures and indicators.
 6. Per Measure K Renewal, prepare annual evaluation and recommendations based on CMP implementation goals in conjunction

with local, state, and federal mandates.

- ~~7. Per State Statute, update CMP every 2 years (e.g., perform traffic counts and level of service analysis of the CMP network in conformance with CMP requirements, re-establish system LOS, review implementation strategies, assess effectiveness of CMP based on performance measure and indicators).~~
8. Continue to refine and develop applications for SJCOG's use of the federal congestion management process and procedures as a component of the CMP update. Adhering to the Federal Congestion Management process, investigate and apply corridor level monitoring analysis to evaluate CMP system performance.

D. Products & Schedule:

1. Application of regional and roadway specific Transportation Demand Management strategies – Quarterly through June 2020.
- ~~2. Review planning and development proposals in accordance with the CMP and provisions of the Measure K Renewal Ordinance – Approximately 50 reviews per year. July 2019 to June 2020~~
3. Perform strategic intersection and roadway segment traffic counts on CMP network and re-establish system LOS – As deemed necessary throughout year.
4. Apply Federal Congestion Management process and procedures as part of the CMP update – June 2020.
- ~~5. Biennial CMP Update – June 2020~~
6. Biennial evaluation of CMP implementation – June 2021.
- ~~7. Preparation and adoption of Deficiency Plans – As required by development proposals or technical analysis.~~

E. Funding Source:

FHWA PL-	\$ 107,000.00 - Credits 12,272.90	\$82,000.00
Local Transportation Authority-MK PM	\$ 60,000.00	\$40,000.00

F. Responsible Agency:

SJCOG

~~\$ 167,000.00~~ \$122,000.00

G. Staff Required: (person-months)

SJCOG:

5.5



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 July 16, 2019

A handwritten signature in black ink, appearing to read "Celia Zavala".

CELIA ZAVALA
EXECUTIVE OFFICER

July 16, 2019

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA
CONGESTION MANAGEMENT PROGRAM OPT-OUT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to approve a resolution exempting the Los Angeles County from the State-mandated Congestion Management Program in conjunction with Metro's effort to achieve Countywide exemption once a majority of the Los Angeles County's local governments have adopted similar resolutions.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed action is exempt from the California Environmental Quality Act for the reasons stated in this Board letter.
2. Approve the resolution, as authorized by the California Government Code Section 65088.3, electing for the Los Angeles County to be exempt from the Congestion Management Program as described in the California Government Code Section 65088 et seq.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and withdraw the County from the requirement of the adopted Congestion Management Program (CMP).

Background

The CMP for the County region was first established in 1992 by the County Transportation Commission, predecessor of Metro, following the passage of Proposition 111 in 1990. The purpose of the CMP was to address the impacts of local growth on the regional transportation system. The CMP was created to link local land use decisions with their impacts on regional transportation and air quality as well as to develop a partnership among transportation decision makers on devising appropriate transportation solutions that include all modes of travel.

Under the CMP, the 88 incorporated cities plus the County share various statutory responsibilities, including monitoring traffic count locations on select arterials, implementing transportation improvements, adoption of travel demand management and land use ordinance, and mitigating congestion impacts.

The framework for the CMP is linked to the idea that congestion can be mitigated by continuing to add capacity to roadways since the primary metric that drives the program is level of service (LOS). LOS is a qualitative metric that is used to define operational conditions of a roadway in terms of vehicular service measures, such as speed and travel time, freedom to maneuver, traffic interruptions, and comfort and convenience. Recent State laws and rulemaking, namely Assembly Bill 32 (California Global Warming Solutions Act of 2006), Senate Bill (SB) 375 (Sustainable Communities and Climate Protection Act of 2008), SB 743 (Environmental quality: transit-oriented infill projects, judicial review streamlining for environmental leadership development projects) and SB 32 (California Global Warming Solutions Act of 2006), all move away from LOS directly or indirectly. Therefore, the CMP contradicts these key State policies. Several counties have elected to opt-out of the CMP over the years, including Fresno, San Diego, San Luis Obispo, and Santa Cruz. The reasons for doing so are varied but generally include redundant administrative processes that come with great expense with little to no congestion management benefit along with the continued mandate of using LOS to determine roadway deficiencies.

Over the last several years, the CMP has become increasingly outdated in relation to the direction of regional, State, and Federal transportation planning requirements. Additional reasons to opt-out of the CMP include:

Opting out of the CMP relieves the County from:

- Having to use a single measure LOS to determine roadway deficiencies.
- Losing State gas tax funds or being ineligible to receive State and Federal Transportation Improvement Program funds, as a result of not being in compliance with CMP requirements or performance standards.
- Administrative and financial burden associated with the preparation of documents to demonstrate conformance with the CMP.

While the CMP requirement was one of the pioneering efforts to conduct performance-based planning, the approach has become antiquated and expensive.

Metro has been designated as the Congestion Management Agency responsible for administering the County's region CMP. On June 28, 2018, the Metro Board of Directors acted to initiate the process to opt-out of the State-mandated program and directed Metro to consult with local jurisdictions to consider and prepare the necessary resolutions for jurisdictions to exempt themselves from the program. The California Government Code Section 65088.3 states that jurisdictions within a county may opt-out of the CMP requirement without penalty, if a majority of local jurisdictions

representing a majority of the County's population formally adopt resolutions requesting to opt-out of the program. If Metro is successful in opting out of the CMP, it will allow the region to use different performance measures consistent with State-mandates to determine roadway deficiencies and ensure adequate planning.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provision of Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions will maximize the use of County assets by exercising fiscal responsibility of County funds.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund.

Opting out of this program will alleviate the County obligation on the CMP costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The resolution has been reviewed and approved by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. It can be seen with certainty that there is no possibility that the project may have a significant effect on the environment pursuant to State CEQA Guidelines Section 15061(b)(3). The proposed project is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. The adoption of the resolution exempting the County from the CMP is exempt under this common-sense exemption because the CMP is an obsolete performance-based planning program that is not consistent with current transportation metrics used for CEQA analysis. Furthermore, other similar, applicable regional, State, and Federal transportation planning processes and requirements have weakened and supplanted the CMP. Thus, exemption from the CMP can have no potential significant impact on the environment. Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the County Clerk in accordance with Section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There are no negative impacts anticipated from opting out of this program and the enclosed resolution will continue to enable the County to preserve gasoline tax subvention funds.

The Honorable Board of Supervisors

7/16/2019

Page 4

CONCLUSION

Please return two adopted copies of the letter and resolution to Public Works, Transportation Planning and Programs Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" written in a larger, more prominent script than the last name "Pestrella".

MARK PESTRELLA

Director

MP:DBM:pr

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel (Laura Jacobson)
Executive Office

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES, CALIFORNIA, ELECTING TO BE EXEMPT FROM THE
CONGESTION MANAGEMENT PROGRAM**

WHEREAS, California voters passed Proposition 111 in June of 1990 requiring urbanized counties to develop and implement a Congestion Management Program (CMP); and

WHEREAS, Metro is the Congestion Management Agency responsible for the County's CMP; and

WHEREAS, California Government Code Section 65088.3 states that the CMP requirements do not apply in the County in that the majority of local governments comprised of City councils and the Board, and representing a majority of the population within the county, each adopt resolutions electing to be exempt from the CMP; and

WHEREAS, over time the CMP has become increasingly out of step with current regional, State, and Federal planning processes and requirements, including new State requirements for transportation performance measures related to greenhouse gas reduction; and

WHEREAS, on June 28, 2018, the Metro Board of Directors directed Metro staff to work with the various local governments within the County to gauge the level of interest in pursuing exemption from the CMP, and assisting with preparing the resolutions required under Government Code Section 65088.3.

NOW, THEREFORE BE IT RESOLVED by the Board that:

1. The Board, pursuant to the California Government Code Section 65088.3 does hereby elect to be exempt from the CMP as described in the California Government Code Sections 65088 to 65089.10.

On the 16th day July, 2019, the foregoing resolution was adopted by the Board of Supervisors of the Los Angeles County.

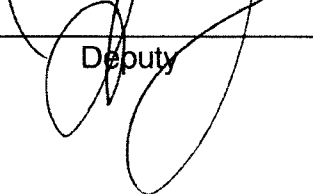


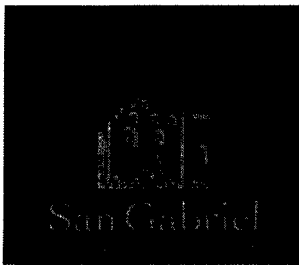
CELIA ZAVALA
Executive Officer of the
Board of Supervisors of the
Los Angeles County

By 
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel


By 
Deputy





City of San Gabriel **STAFF REPORT**

DATE: February 19, 2019

TO: Honorable Mayor and City Council

FROM: Mark Lazzaretto, City Manager 

BY: Greg de Vinck, P.E., Public Works Director/City Engineer 
Algis J. Marciuska, P.E., Principal Civil Engineer 

SUBJECT: **Metro / California Congestion Management Program (CMP) - Opt Out Resolution No. 19-05**

SUMMARY

Staff recommends that City Council adopt Resolution No. 19-05 electing that the City join the process for Metro and all Los Angeles County local jurisdictions to opt out of the California Congestion Management Program (CMP) in accordance with State CMP statute.

INTRODUCTION

Metro is required by state law to prepare and update on a biennial basis a Congestion Management Program (CMP) for the County of Los Angeles. The CMP process was established as part of a 1990 legislative package to implement Proposition 111, which increased the state gas tax from 9 to 18 cents. The intent of the CMP was to tie the appropriation of new gas tax revenues to congestion reduction efforts by improving land use/transportation coordination. While the CMP requirement was one of the pioneering efforts to conduct performance-based planning, the approach has become antiquated and expensive. CMP primarily uses a level of service (LOS) performance metric which is a measurement of vehicle delay that is inconsistent with new state-designated performance measures, such as vehicle miles travelled (VMT), enacted by SB 743 for California Environmental Quality Act (CEQA) transportation analysis.

Pursuant to California Government Code §65088.3 (Attachment A, C.G.C. §65000 et seq.), jurisdictions within a county may opt out of the CMP requirement without penalty, if a majority of local jurisdictions representing a majority of the county's population formally adopt resolutions requesting to opt out of the program. Given that the CMP has become increasingly out of step with regional, state, and federal planning processes and requirements, staff recommends that

Metro initiate the process to gauge the interest of local jurisdictions and other stakeholders in opting out of State CMP requirements.

ANALYSIS

Under the CMP, the 88 incorporated cities plus the County of Los Angeles share various statutory responsibilities, including monitoring traffic count locations on select arterials, implementing transportation improvements, adoption of travel demand management and land use ordinances, and mitigating congestion impacts.

The framework for the CMP is firmly grounded in the idea that congestion can be mitigated by continuing to add capacity to roadways. This is evidenced by the primary metric that drives the program which is LOS. Recent state laws and rulemaking, namely AB 32 (California Global Warming Solutions Act of 2006), SB 375 (Sustainable Communities and Climate Protection Act of 2008), SB 743 (Environmental quality: transit oriented infill projects, judicial review streamlining for environmental leadership development projects) and SB 32 (California Global Warming Solutions Act of 2006), all move away from LOS directly or indirectly. Therefore, the CMP contradicts these key state policies and Metro's own efforts to promote a more sustainable and equitable region.

A number of counties have elected to opt out of the CMP over the years including San Diego, Fresno, Santa Cruz and San Luis Obispo counties. The reasons for doing so are varied but generally concern redundant, expensive, administrative processes that come with great expense, little to no congestion benefit and continue to mandate the use of LOS to determine roadway deficiencies.

The passage of Measure M and the update of the Long Range Transportation Plan present Metro with an opportunity to consider new ways to measure transportation system performance, measures that complement efforts to combat climate change, support sustainable and vibrant communities, and improve mobility. For Metro and cities alike, the continued administration of the CMP is a distraction at best or an impediment at worst to improving our transportation system.

Over the last several years, the CMP has become increasingly outdated in relation to the direction of Metro's planning process and regional, state, and federal transportation planning requirements. Additional reasons to opt out of the CMP include:

1. Relieves Metro and local jurisdictions of a mandate to use a single measure (LOS) to determine roadway deficiencies.
2. Eliminates the risk to local jurisdictions of losing their state gas tax funds or being ineligible to receive state and federal Transportation Improvement Program funds, as a result of not being in compliance with CMP requirements or performance standards.
3. Eliminates the administrative and financial burden to cities associated with the preparation of documents to demonstrate conformance with the CMP.

Metro could continue to implement the CMP as adopted by the Board or look to update the program. After examining multiple ways to adapt state legislative requirements, Metro does not recommend either of those options. Metro has not been able to fit Los Angeles County mobility complexities to statutory requirements in a manner that achieves consensus of the stakeholders over the twenty-five-year life of the program. Opting out of the CMP gives Metro the flexibility to implement mobility improvements through the programs and projects in the Long Range Transportation Plan adopted by the Board. This will allow more appropriate improvements to transportation capacity, choice and cost-effectiveness.

Metro is working with all the cities in the county to obtain enough resolutions to allow opting-out of the CMP and is hopeful the minimum required number of resolutions is obtained. However, if that effort is unsuccessful, then Metro would continue to enforce the requirements of the CMP.

FISCAL IMPACT

There is no impact to the current fiscal year budget, nor any anticipated impact to future budgets or the continued flow of state gas tax revenues to local jurisdictions. The recommended action may have a positive impact on Metro and local jurisdiction budgets in future years by eliminating the annual costs associated with implementing the CMP. Annual costs to local agencies vary based on size, but generally there is a staff commitment of 25-60 hours per jurisdiction plus the cost of conducting traffic counts at the 164 CMP intersections throughout the County at a cost of approximately \$250 per intersection. For Metro, the annual burden of administering the CMP is approximately 1.2 Full Time Equivalents (FTE).

ENVIRONMENTAL ANALYSIS

The proposed action is exempt from CEQA per section 15061 (b) (3), the General Rule. The General Rule can be applied when it can be seen with certainty that the activity will not have a significant effect on the environment.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 19-05 electing to be exempt from the Congestion Management Program (CMP) in accordance with the CMP State statute.

ATTACHMENTS

Attachment A – Resolution 19-05

Attachment B – CMP Opt-Out Supporting Information from Metro

RESOLUTION NO. 19-05

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN GABRIEL, CALIFORNIA, ELECTING TO BE EXEMPT
FROM THE CONGESTION MANAGEMENT PROGRAM**

WHEREAS, in 1990 the voters of California passed Proposition 111 and the requirement that urbanized counties develop and implement a Congestion Management Program; and

WHEREAS, the legislature and governor established the specific requirements of the Congestion Management Program by passage of legislation which was a companion to Proposition 111 and is encoded in California Government Code Sections 65088 to 65089.10; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (Metro) has been designated as the Congestion Management Agency responsible for Los Angeles County's Congestion Management Program; and

WHEREAS, California Government Code Section 65088.3 allows urbanized counties to be exempt from the Congestion Management Program based on resolutions passed by local jurisdictions representing a majority of a county's jurisdictions with a majority of the county's population; and

WHEREAS, the Congestion Management Program is outdated and increasingly out of step with current regional, State, and federal planning processes and requirements, including new State requirements for transportation performance measures related to greenhouse gas reduction; and

WHEREAS, on the 20th of June 2018, the Metro Board of Directors took action to direct Metro staff to work with local jurisdictions to prepare the necessary resolutions to exempt Los Angeles County from the Congestion Management Program.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of San Gabriel, California, as follows:

1. That the above recitations are true and correct.

2. That the City of San Gabriel hereby elects to be exempt from the Congestion Management Program as described in California Government Code Section 65088 to 65089.10.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of San Gabriel on the 19th day of February 2019 by the following vote, to wit:

John R. Harrington, Mayor
City of San Gabriel

Attest:

Julie Nguyen
City Clerk



File #: 2018-0122, File Type: Program**Agenda Number: 22.**

**PLANNING AND PROGRAMMING COMMITTEE
JUNE 20, 2018****SUBJECT: CONGESTION MANAGEMENT PROGRAM OPT-OUT****ACTION: APPROVE RECOMMENDATION****RECOMMENDATION**

APPROVE initiating the process for Metro and all Los Angeles County local jurisdictions to opt out of the California Congestion Management Program (CMP), in accordance with State CMP statute.

ISSUE

Metro is required by state law to prepare and update on a biennial basis a Congestion Management Program (CMP) for the County of Los Angeles. The CMP process was established as part of a 1990 legislative package to implement Proposition 111, which increased the state gas tax from 9 to 18 cents. The intent of the CMP was to tie the appropriation of new gas tax revenues to congestion reduction efforts by improving land use/transportation coordination.

While the CMP requirement was one of the pioneering efforts to conduct performance-based planning, the approach has become antiquated and expensive. CMP primarily uses a level of service (LOS) performance metric which is a measurement of vehicle delay that is inconsistent with new state-designated performance measures, such as vehicle miles travelled (VMT), enacted by SB 743 for California Environmental Quality Act (CEQA) transportation analysis.

Pursuant to California Government Code §65088.3 (Attachment A, C.G.C. §65000 et seq.), jurisdictions within a county may opt out of the CMP requirement without penalty, if a majority of local jurisdictions representing a majority of the county's population formally adopt resolutions requesting to opt out of the program. Given that the CMP has become increasingly out of step with regional, state, and federal planning processes and requirements, staff recommends that Metro initiate the process to gauge the interest of local jurisdictions and other stakeholders in opting out of State CMP requirements.

DISCUSSION

Under the CMP, the 88 incorporated cities plus the County of Los Angeles share various statutory responsibilities, including monitoring traffic count locations on select arterials, implementing transportation improvements, adoption of travel demand management and land use ordinances, and mitigating congestion impacts.

The framework for the CMP is firmly grounded in the idea that congestion can be mitigated by continuing to add capacity to roadways. This is evidenced by the primary metric that drives the program which is LOS. Recent state laws and rulemaking, namely AB 32 (California Global Warming Solutions Act of 2006), SB 375 (Sustainable Communities and Climate Protection Act of 2008), SB 743 (Environmental quality: transit oriented infill projects, judicial review streamlining for environmental leadership development projects) and SB 32 (California Global Warming Solutions Act of 2006), all move away from LOS directly or indirectly. Therefore, the CMP contradicts these key state policies and Metro's own efforts to promote a more sustainable and equitable region.

A number of counties have elected to opt out of the CMP over the years including San Diego, Fresno, Santa Cruz and San Luis Obispo counties. The reasons for doing so are varied but generally concern redundant, expensive, administrative processes that come with great expense, little to no congestion benefit and continue to mandate the use of LOS to determine roadway deficiencies.

The passage of Measure M and the update of the Long Range Transportation Plan present Metro with an opportunity to consider new ways to measure transportation system performance, measures that complement efforts to combat climate change, support sustainable, vibrant communities and improve mobility. For Metro and cities alike, the continued administration of the CMP is a distraction at best or an impediment at worst to improving our transportation system.

Over the last several years, the CMP has become increasingly outdated in relation to the direction of Metro's planning process and regional, state, and federal transportation planning requirements. Additional reasons to opt out of the CMP include:

- Relieves Metro and local jurisdictions of a mandate to use a single measure (LOS) to determine roadway deficiencies.
- Eliminates the risk to local jurisdictions of losing their state gas tax funds or being ineligible to receive state and federal Transportation Improvement Program funds, as a result of not being in compliance with CMP requirements or performance standards.
- Eliminates the administrative and financial burden to cities associated with the preparation of documents to demonstrate conformance with the CMP.

ALTERNATIVES CONSIDERED

Metro could continue to implement the CMP as adopted by the Board or look to update the program. We do not recommend this as we have examined multiple ways to adapt state legislative requirements, but we have been unable to fit Los Angeles county mobility complexities to statutory requirements in a manner that achieves consensus of our stakeholders over the twenty-five-year life of the program. Opting out of the CMP gives Metro the flexibility to implement mobility improvements through the programs and projects in the Long Range Transportation Plan adopted by the Board, while furthering improvements to transportation capacity, choice and cost-effectiveness.

DETERMINATION OF SAFETY IMPACT

This Board action will have no adverse impact on safety standards for Metro.

FINANCIAL IMPACT

There is no impact to the current fiscal year budget, nor any anticipated impact to future budgets or the continued flow of state gas tax revenues to local jurisdictions. The recommended action may have a positive impact on Metro and local jurisdiction budgets in future years by eliminating the annual costs associated with implementing the CMP. Annual costs to local agencies vary based on size but generally require a staff commitment of 25-60 hours per jurisdiction plus the cost of conducting traffic counts at the 164 CMP intersections at a cost of approximately \$250 per intersection. For Metro the annual burden of administering the CMP is approximately 1.2 Full Time Equivalents (FTE).

NEXT STEPS

Upon Board approval, staff will proceed in consulting with local jurisdictions and other interested stakeholders as follows:

- Consult with the Metro Technical Advisory Committee (TAC) regarding opting out of the CMP and conduct a workshop of our stakeholders to receive input on the interest in opting out of the CMP.
- With the concurrence of the TAC and workshop participants, request local jurisdictions to consider adopting draft resolution (Attachment B) to opt out of the program.
- Upon receipt of formally-adopted resolutions from a majority of local jurisdictions representing a majority of the population, notify the State Controller, Caltrans, and SCAG that Los Angeles County has opted out of the CMP in accordance with statutory requirements.

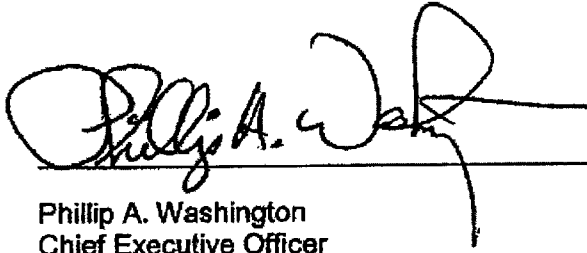
ATTACHMENTS

Attachment A - CMP legislation

Attachment B - Draft Resolution to Opt Out of the Congestion Management Program in Los Angeles County

Prepared by: Paul Backstrom, Manager, Countywide Planning & Development, (213) 922-2183
Mark Yamarone, DEO, Countywide Planning & Development, (213) 418-3452
Kalieh Honish, EO, Countywide Planning & Development, (213) 922-7109
Manjeet Ranu, SEO, Countywide Planning & Development, (213) 418-3157

Reviewed by: Therese W. McMillan, Chief Planning Officer, (213) 922-7077



Phillip A. Washington
Chief Executive Officer



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

LA Metro Congestion Management Program Opt-Out FAQ

What is the Congestion Management Program (CMP)?

The CMP is a 1990 era state-mandated performance-based planning program that attempts to link land use and transportation decisions.

Who are the parties responsible for implementation of the CMP?

Metro is the Congestion Management Agency charged with administering the state-mandated program. All 89 jurisdictions (88 cities plus the County of Los Angeles) are responsible for compliance with the provisions of the program.

Why is Metro recommending an opt-out of the CMP?

While the CMP requirement was one of the pioneering efforts to conduct performance-based planning, the approach has become antiquated. CMP primarily uses a level of service (LOS) performance metric which is a measurement of vehicle delay that is inconsistent with new state-designated performance measures, such as vehicle miles travelled (VMT), enacted by SB 743 for California Environmental Quality Act (CEQA) transportation analysis.

Is Metro replacing the CMP?

No, this is not a replacement effort. The opt-out is strictly about removing the LA County region from the state-mandated requirements of the CMP. Cities will retain local control over land use decisions.

What are the requirements to opt out of the CMP?

A majority consensus of 45 jurisdictions representing approximately 5.1 million people in the County of Los Angeles is required to opt out formally.

September 28, 2018

Pursuant to California Government Code §65088.3 (Attachment A, C.G.C. §65000 et seq.), jurisdictions within a county may opt out of the CMP requirement without penalty, if a majority of local jurisdictions representing a majority of the county's population formally adopt resolutions requesting to opt out of the program.

Has Metro contacted representatives from the City of LA and or the County?

Recognizing the population that needs to be achieved for a successful opt-out, Metro did consult with City and County of Los Angeles officials to ensure that their respective agencies were amenable to the idea. Any final decision to opt out would require approval from their respective governing bodies.

Has Metro contacted anyone from the state about the decision to proceed with an opt-out?

Yes. Metro consulted with the State Controller's Office, Office of Planning and Research, Caltrans and the California Transportation Commission prior to initiating the opt-out process. None of the state agencies referenced raised any concerns.

Will local jurisdictions continue to receive their apportionment of 2105 gas tax funds if the opt-out is successful?

Yes. Cities will continue to receive gas taxes tied to the CMP.

Have other regions have opted out of the CMP?

Yes. Some of the regions that have opted out of the CMP include: Fresno, Santa Cruz, San Luis Obispo, Sacramento, Sonoma and San Diego.

What does Metro need from local jurisdictions who wish to opt out of the CMP?

Metro needs local jurisdictions to formally adopt resolutions requesting to opt out of the program. A sample resolution is attached to this email. Once your governing body has adopted the resolution, please scan and send the final signed copy to Paul Backstrom backstromp@metro.net.

September 28, 2018

What is your timeline for completing the opt-out?

Metro encourages local jurisdictions to adopt resolutions as soon as possible. Metro intends to provide an update to our Board in June. To meet that internally imposed timeline, Metro asks that local jurisdictions do their best to provide Metro with adopted resolutions by March 29, 2019.

What happens to our debits and credits accumulated under the CMP?

The debits and credits will exist and remain in our records but hold no current value outside of the CMP program.

What happens to the transportation demand ordinances that cities adopted to comply with the provisions of the CMP?

The ordinances remain intact as part of each city's municipal code. The only thing that would change is that cities would retain the option to remove or update those ordinances at their own discretion.

What if the effort to opt out is unsuccessful?

Should efforts to opt-out fail, Metro would continue to enforce the requirements of the CMP.

Who can I contact for more information?

Paul Backstrom by email backstromp@metro.net or by phone 213.922.2183.

September 28, 2018

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ITEM 4.4

CITY MANAGER'S REPORT AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING

ITEM: **PROPOSED ANNEXATION OF TERRITORY INTO IMPROVEMENT AREA NO. 5 OF COMMUNITY FACILITIES DISTRICT 2018-1 (CENTRAL LATHROP SPECIFIC PLAN FACILITIES) AND COMMUNITY FACILITIES DISTRICT NO. 2019-2 (CENTRAL LATHROP CITY SERVICES)**

RECOMMENDATION: **Council to Consider the Following:**

- 1. Adopt Resolution of Intention to Annex Territory to Improvement Area 5 of Community Facilities District No. 2018-1 (Central Lathrop Specific Plan Facilities) and to Authorize the Levy of Special Taxes Therein; and**
- 2. Adopt Resolution of Intention to Annex Territory to Community Facilities District No. 2019-2 (Central Lathrop City Services) and to Authorize the Levy of Special Taxes Therein**

SUMMARY:

In November of 2018, the City formed Community Facilities District 2018-1 (Central Lathrop Specific Plan Facilities) (CFD 2018-1). CFD 2018-1 paid off defaulted Community Facilities District 2006-1 (CFD 2006-1) bonds, which financed infrastructure necessary for development of land in the district.

Community Facilities District 2019-2 (Central Lathrop City Services) (CFD 2019-2) was formed in March of 2019. CFD 2019-2 finances public services in the area of the district. As part of their development agreement requirements, master developers are required to submit to the City a fiscal impact analysis estimating the overall financial impacts the development will have on the City. This analysis enables the City to estimate the difference between the costs of providing services to a new development and the revenue the new development will generate. The special taxes levied in CFD 2019-2 cover the projected shortfalls of providing City services, and can be levied in accordance with different tax zones established for CFD 2019-2, as necessary. At the time of formation of CFD 2019-2, "Tax Zone 1" was established for all the parcels then in the district.

In July of 2020, Evergreen-Golden Valley & River Islands, LLC (Evergreen) purchased various parcels in the City, most of which were already located within CFD 2018-1 and CFD 2019-2. However, certain portions of the purchased land (referred to as parcels 3 and 4 (see Attachment C)) were not located within CFD 2018-1 and 2019-2, thereby requiring an annexation of these parcels into CFD 2018-1 and CFD 2019-2 in order for Evergreen to complete its planned development. Even though portions of parcels 3 and 4 are within the district, CFD law requires annexation of the entire parcel.

CITY MANAGER'S REPORT **PAGE 2**
AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING
PROPOSED BOUNDARY MODIFICATION CFD 2018-1 AND CFD 2019-2

Staff recommends that Council approve the attached Resolutions of Intention to annex territory into CFD 2018-1 and CFD 2019-2 and to levy a special tax to finance the costs of certain public facilities and certain public services, respectively.

BACKGROUND:

Community Facilities District 2018-1 (Central Lathrop Specific Plan Facilities) (CFD 2018-1) was established in November of 2018 to pay off defaulted bonds issued for Community Facilities District 2006-1 (2006-1). Pursuant to the Restructuring Agreement the City entered into in August of 2018, CFD 2018-1 was established and issued bonds to refinance and restructure approximately \$45.8 million of outstanding CFD 2006-1 bonds. The CFD 2006-1 bonds had financed infrastructure necessary for development of land in the district.

Community Facilities District 2019-2 (Central Lathrop City Services) (CFD 2019-2) was formed in March of 2019 to finance public services in the area of the district. Land currently in CFD 2019-2 includes approximately 1,576 planned homes, 274 high-density residential units and 951,350 square feet of office and retail/commercial space. The services funded by CFD 2019-2 include:

- A. Parks, Parkways, and Open Space, including but not limited to:
 - 1. Maintenance of parkway landscaping and bus shelters
 - 2. Operation and maintenance of parkway streetlights and traffic signals
 - 3. Maintenance and repair of sound walls along parkways
 - 4. Reserve for regular replacement of plants and materials
 - 5. Maintenance of community, neighborhood, and linear parks
 - 6. Maintenance of c pedestrian/bike paths
 - 7. Operation and maintenance of park lighting
- B. Flood and Storm Protection, including but not limited to:
 - 1. Maintenance of the storm drain system and detention basins
 - 2. Operation and maintenance of the outfall structure and the pump lift stations for the detention basins
 - 3. Implementation of NPDES Storm Water Management Plan requirements
 - 4. Reserve for replacement of structures and pumps
- C. Police Protection, including but not limited to:
 - 1. Police services, including animal control
 - 2. Reserve for replacement of vehicles and equipment
- D. Fire Protection, including but not limited to:
 - 1. Fire services provided by the Lathrop-Manteca Fire Protection District
 - 2. Reserve for replacement of vehicles and equipment

CITY MANAGER'S REPORT
AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING
PROPOSED BOUNDARY MODIFICATION CFD 2018-1 AND CFD 2019-2

PAGE 3

Evergreen purchased several parcels inside and outside of the existing boundary of both CFD 2018-1 and CFD 2019-2. In order for the parcels to move forward with development, annexation of territory into both CFD 2018-1 and CFD 2019-2 is required.

Tonight, City Council has two Resolutions for consideration:

1. *Resolution of Intention to Annex Territory to Community Facilities District 2018-1 (Central Lathrop Specific Plan Facilities)* (Attachment A) - The resolution sets forth the intention of the Council to annex territory to CFD 2018-1 and to levy a special tax to pay for the authorized facilities/bonds. The parcels would be annexed into "Improvement Area No. 5" previously established for CFD 2018-1. The Resolution also sets September 14, 2020 as the date for a hearing on the matters set forth therein, and refers to the annexation boundary map showing the parcels to be annexed to CFD 2018-1 (Attachment C).
2. *Resolution of Intention to Annex Territory to Community Facilities District 2019-2 (Central Lathrop City Services)* (Attachment B) - The resolution sets forth the intention of the Council to annex territory to CFD 2019-2 and to levy a special tax to pay for the authorized services. The parcels would be annexed into "Tax Zone 1" previously established for CFD 2019-2. The Resolution also sets September 14, 2020 as the date for a hearing on the matters set forth therein, and refers to the annexation boundary map showing the parcels to be annexed to CFD 2019-2 (Attachment D).

Each Resolution sets the required public hearing date as September 14, 2020, at which time the City Council will hear a presentation on the proposed annexations and the public hearings will be held. On the same date, an election of the property owners of the parcels to be annexed will be conducted. Staff expects election results to be unanimously in favor of the annexations because Evergreen has requested the annexations and is the only owner of property to be annexed. It is expected that Evergreen will waive a number of noticing and election procedures that make it possible for the proposed annexations to be completed in a relatively short period of time.

Notice of the Public Hearings will be published in the same manner as the City's other public hearing notifications at least seven days prior to the hearing date.

REASON FOR RECOMMENDATION:

In order for the certain parcels owned by Evergreen to continue to develop and pay their fair share of the special taxes levied in CFD 2018-1 and CFD 2019-2, annexation of territory to each district is required.

CITY MANAGER'S REPORT
AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING
PROPOSED BOUNDARY MODIFICATION CFD 2018-1 AND CFD 2019-2

PAGE 4

FISCAL IMPACT:

None. Evergreen is funding all cost associated with the annexations.

ATTACHMENTS:

- A. A Resolution of the City Council of the City of Lathrop of Intention to Annex Territory to Community Facilities District and the Authorize the Levy of Special Taxes Therein – Improvement Area No. 5 of Community Facilities District No. 2018-1 (Central Lathrop Specific Plan Facilities)
- B. A Resolution of the City Council of the City of Lathrop of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein – Community Facilities District No 2019-2 (Central Lathrop City Services)
- C. Annexation Map No. 1 of the City of Lathrop Community Facilities District No 2018-1
- D. Annexation Map No. 1 of the City of Lathrop Community Facilities District No. 2019-2

CITY MANAGER'S REPORT
AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING
PROPOSED BOUNDARY MODIFICATION CFD 2018-1 AND CFD 2019-2

PAGE 5

APPROVALS:




Cari James
Director of Finance and Administrative
Services



Date



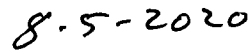
Glenn Gebhardt
City Engineer



Date



Salvador Navarrete
City Attorney



Date



Stephen J. Salvatore
City Manager



Date

RESOLUTION NO. 20-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
OF INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES
DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN**

**CITY OF LATHROP
Improvement Area No. 5 of
Community Facilities District No. 2018-1
(Central Lathrop Specific Plan Facilities)**

RESOLVED by the City Council (the "Council") of the City of Lathrop (the "City"), County of San Joaquin, State of California, that:

WHEREAS, this Council has conducted proceedings to establish Improvement Area No. 5 of Community Facilities District No. 2018-1 (Central Lathrop Specific Plan Facilities) (the "CFD IA#5") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code;

WHEREAS, under the Act, this Council, as the legislative body for the CFD IA#5, is empowered with the authority to annex territory to the CFD IA#5, and now desires to undertake proceedings to annex territory to the CFD IA#5.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Findings. This Council hereby finds and determines that public convenience and necessity require that territory be added to the CFD IA#5.

2. Name of CFD and Improvement Area. The name of the existing CFD IA#5 is "Improvement Area No. 5 of Community Facilities District No. 2018-1 (Central Lathrop Specific Plan Facilities)".

3. Territory. The territory included in the existing CFD IA#5 is as shown on the map recorded in the office of the County Recorder of the County of San Joaquin on October 31, 2018, at Book 6 of Maps of Assessment and Community Facilities Districts at Page 141, as Document No. 2018-120652, to which map reference is hereby made. The territory now proposed to be annexed to the CFD IA#5 is as shown on the "Annexation Map No. 1 of the City of Lathrop Community Facilities District No. 2018-1", the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed cause to be recorded said Annexation Map No. 1 to CFD IA#5, showing the territory to be annexed, in the office of the County Recorder of the County of San Joaquin within fifteen days of the date of adoption of this resolution.

4. Facilities. The types of public facilities financed by the CFD IA#5 and pursuant to the Act consist of those facilities (the "Facilities") described in Exhibit A to Resolution No. 18-4480, adopted by the Council on November 19, 2018 (the "Resolution of Formation"). It is presently intended that the Facilities will be shared, without preference or priority, by the existing territory in the CFD IA#5 and the territory proposed to be annexed to the CFD IA#5. The Council finds and determines that the Facilities financed by CFD IA#5 are necessary to meet increased demands placed upon local agencies as the result of development occurring in the area to be annexed to CFD IA#5.

5. Special Tax. Except to the extent that funds are otherwise available to the CFD IA#5 to pay for the Facilities and/or the principal and interest as it becomes due on bonds of the CFD IA#5 issued to finance the Facilities, a special tax sufficient to pay the costs thereof is intended to be levied annually within the CFD IA#5, and collected in the same manner as ordinary *ad valorem* property taxes. The proposed rate and method of apportionment of the special tax among the parcels of real property within the CFD IA#5, as now in existence and following the annexation proposed herein, in sufficient detail to allow each landowner within the territory proposed to be annexed to the CFD IA#5 to estimate the maximum amount such owner will have to pay, are described in a Resolution No. 19-4502 adopted by the City Council of the City on January 14, 2019 and shown in Exhibit E thereto, which by this reference is incorporated herein.

6. Public Hearing. Monday, September 14, 2020, at 7:00 o'clock p.m., in the regular meeting place of this Council, Council Chambers, City Hall, 390 Towne Centre, Lathrop, California, are hereby appointed and fixed as the time and place when and where this Council, as legislative body for the CFD IA#5, will conduct a public hearing on the annexation of territory to the CFD IA#5 and consider and finally determine whether the public interest, convenience and necessity require said annexation of territory to the CFD IA#5 and the levy of said special tax therein.

7. Notices of Hearing. The City Clerk is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper published in the area of the CFD IA#5. The publication shall be completed at least seven days before the date of the public hearing specified above. The City Clerk shall also cause notice of the hearing to be given to each property owner within the CFD IA#1 by first class mail, postage prepaid, to each such owner's addresses as it appears on the most recent tax records of San Joaquin County or as otherwise known to the City Clerk to be correct. Such mailing shall be completed not less than fifteen days before the date of the public hearing. Each of the notices shall be substantially in the form specified in Section 53322 of the Act, with a form summarizing the provisions hereof hereby specifically approved.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Lathrop this 10th day of August 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

RESOLUTION NO. 20-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
OF INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES
DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN**

**CITY OF LATHROP
Community Facilities District No. 2019-2
(Central Lathrop City Services)**

RESOLVED by the City Council (the "Council") of the City of Lathrop (the "City"), County of San Joaquin, State of California, that:

WHEREAS, this Council has conducted proceedings to establish Community Facilities District No. 2019-2 (Central Lathrop City Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code; and

WHEREAS, under the Act, this Council, as the legislative body for the CFD, is empowered with the authority to annex territory to the CFD, and now desires to undertake proceedings to annex territory to the CFD.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Findings. This Council hereby finds and determines that public convenience and necessity require that territory be added to the CFD.

2. Name of CFD and Improvement Area. The name of the existing CFD is "City of Lathrop Community Facilities District No. 2019-2 (Central Lathrop City Services)".

3. Territory. The territory included in the existing CFD is as shown on the map recorded in the office of the County Recorder of the County of San Joaquin on March 13, 2019, at Book 6 of Maps of Assessment and Community Facilities Districts at Page 151, as Document No. 2019-25429, to which map reference is hereby made. The territory now proposed to be annexed to the CFD is as shown on the "Annexation Map No. 1 of the City of Lathrop Community Facilities District No. 2019-2", the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed cause to be recorded said Annexation Map No. 1 to CFD, showing the territory to be annexed, in the office of the County Recorder of the County of San Joaquin within fifteen days of the date of adoption of this resolution.

4. Services. The types of public services financed by the CFD and pursuant to the Act consist of those services (the "Services") described in Exhibit A

to Resolution No. 19-4547, adopted by the Council on April 8, 2019 (the "Resolution of Formation"). It is presently intended that the Services will be shared, without preference or priority, by the existing territory in the CFD and the territory proposed to be annexed to the CFD. The Council finds and determines that the Services financed by the CFD are necessary to meet increased demands placed upon local agencies as the result of development occurring in the area to be annexed to the CFD.

5. Special Tax. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax sufficient to pay the costs thereof is intended to be levied annually within the CFD, and collected in the same manner as ordinary *ad valorem* property taxes. The proposed rate and method of apportionment of the special tax among the parcels of real property within the CFD, as now in existence and following the annexation proposed herein, in sufficient detail to allow each landowner within the territory proposed to be annexed to the CFD to estimate the maximum amount such owner will have to pay, are described in the Resolution of Formation, specifically Exhibit B thereto, which by this reference is incorporated herein. All of the parcels to be annexed into the CFD will be annexed into "Tax Zone 1" previously established for the CFD and set forth in Exhibit B to the Resolution of Formation.

6. Public Hearing. Monday, September 14, 2020, at 7:00 o'clock p.m., in the regular meeting place of this Council, Council Chambers, City Hall, 390 Towne Centre, Lathrop, California, are hereby appointed and fixed as the time and place when and where this Council, as legislative body for the CFD, will conduct a public hearing on the annexation of territory to the CFD and consider and finally determine whether the public interest, convenience and necessity require said annexation of territory to the CFD and the levy of said special tax therein.

7. Notices of Hearing. The City Clerk is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper published in the area of the CFD. The publication shall be completed at least seven days before the date of the public hearing specified above. The City Clerk shall also cause notice of the hearing to be given to each property owner within the CFD by first class mail, postage prepaid, to each such owner's addresses as it appears on the most recent tax records of San Joaquin County or as otherwise known to the City Clerk to be correct. Such mailing shall be completed not less than fifteen days before the date of the public hearing. Each of the notices shall be substantially in the form specified in Section 53322 of the Act, with a form summarizing the provisions hereof hereby specifically approved.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Lathrop this 10th day of August 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

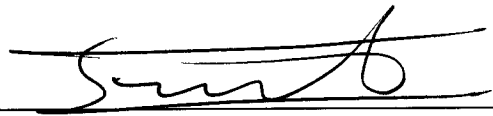
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

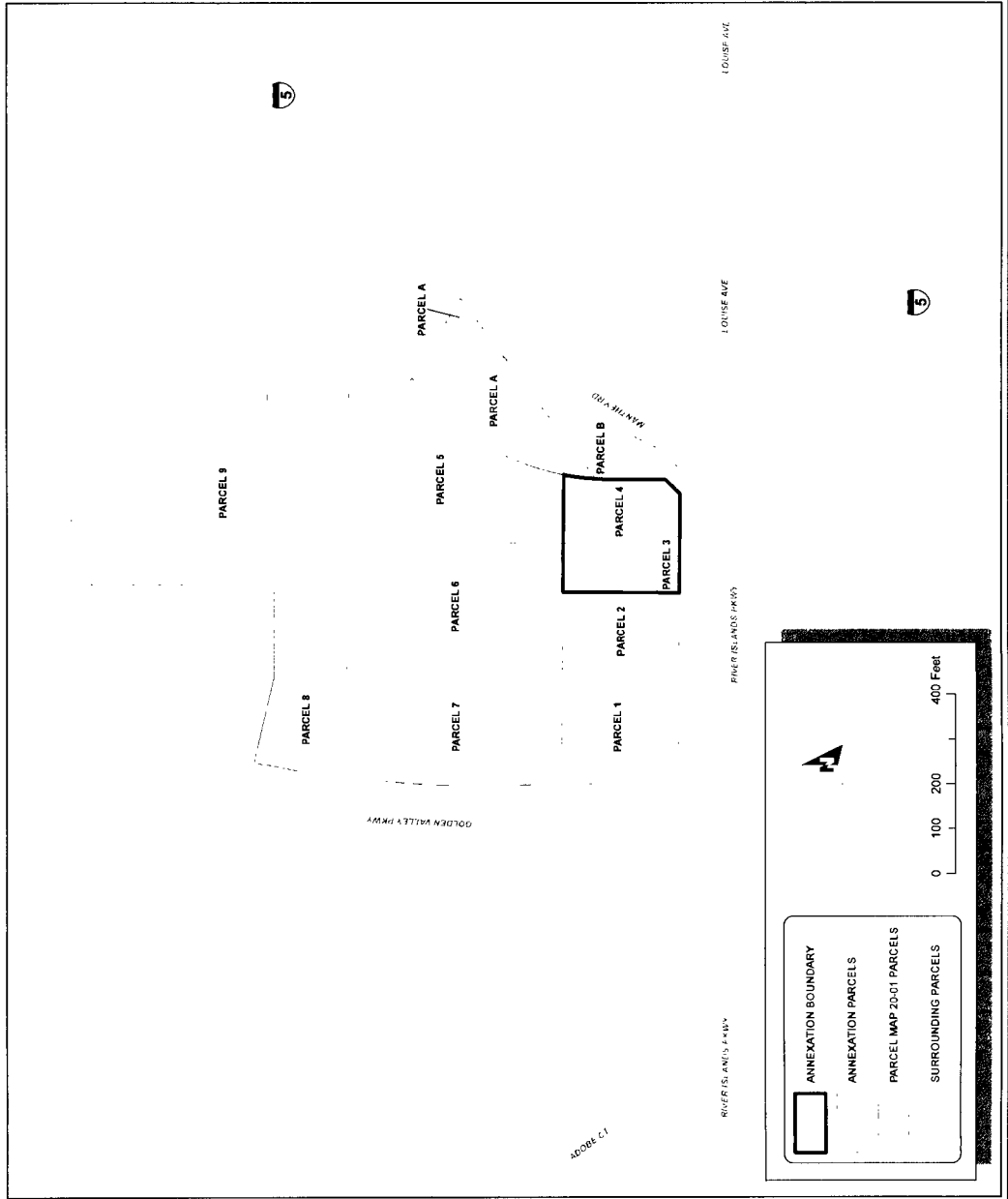
Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ANNEXATION MAP NO. 1
OF THE
CITY OF LATHROP
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA



REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2018-1 (CENTRAL LATHROP SPECIFIC PLAN FACILITIES)" CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.

ANNEXATION PARCEL 3 LEGAL DESCRIPTION:
COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 3, THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 3 SOUTH 89°30'51" EAST, 9.32 FEET TO THE POINT OF BEGINNING, THENCE LEAVING SAID SOUTHERLY LINE AND ENTERING SAID PARCEL 3 AND 4 NORTH 53°10'14" EAST, 305.70 FEET TO THE EASTERLY LINE OF SAID PARCEL 4.

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 4 AND THE SOUTHERLY LINE OF SAID PARCELS 3 AND 4 THE FOLLOWING FOUR (4) COURSES:

1. ALONG A NON-TANGENT CURVE TO THE LEFT, FROM WHICH THE RADIUS POINT BEING THE SOUTHWEST CORNER OF SAID PARCEL 3, BEING 128.60 FEET, A CENTRAL ANGLE OF 2°33'15", AND AN ARC DISTANCE OF 28.95 FEET.

2. SOUTH 00°29'20" WEST, 128.60 FEET.

3. SOUTH 45°00'38" WEST, 44.55 FEET.

4. THENCE NORTH 89°30'51" WEST, 211.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.22 ACRES, MORE OR LESS.

CERTIFICATIONS

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LATHROP THIS ____ DAY OF ____, 20__.

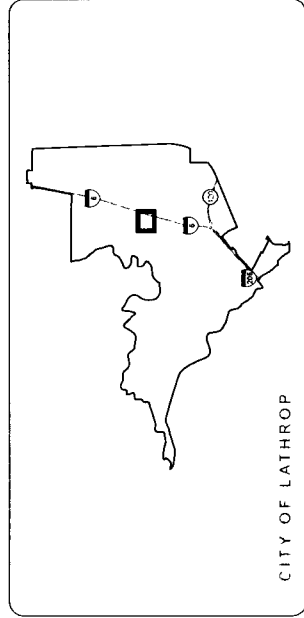
CITY CLERK
CITY OF LATHROP

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 1 TO THE COMMUNITY FACILITIES DISTRICT NO. 2018-1 (CENTRAL LATHROP SPECIFIC PLAN FACILITIES), CITY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LATHROP AT A MEETING THEREOF, HELD ON THE ____ DAY OF ____, 20__, BY ITS RESOLUTION NO. ____.

CITY CLERK
CITY OF LATHROP

FILED THIS ____ DAY OF ____, 20__, AT THE HOUR OF ____ O'CLOCK ____ M., IN BOOK ____ OF MAPS OF THE COUNTY OF SAN JOAQUIN, COUNTY RECORDER, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

COUNTY RECORDER,
COUNTY OF SAN JOAQUIN



ANNEXATION MAP NO. 1
OF THE
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2019-2
CITY OF LATHROP
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "CITY OF LATHROP, COMMUNITY FACILITIES DISTRICT NO. 2019-2 (CENTRAL LATHROP SERVICES)", COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LATHROP AT A MEETING THEREOF, HELD ON THE ____ DAY OF ____ 20____, AT THE HOUR OF ____ O'CLOCK, ____ M. IN BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT NO. 2019-2 (CENTRAL LATHROP SERVICES), COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LATHROP AT A MEETING THEREOF, HELD ON THE ____ DAY OF ____ 20____, BY ITS RESOLUTION NO. ____.

ANNEXATION PARCELS LEGAL DESCRIPTION
COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 3, THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 3 SOUTH 89°30'51" EAST 5.32 FEET TO THE POINT OF BEGINNING, THENCE LEAVING SAID SOUTHERLY LINE AND ENTERING SAID PARCELS 3 AND 4 NORTH 53°10'14" EAST, 305.70 FEET TO THE EASTERLY LINE OF SAID PARCEL 4.

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 4 AND THE SOUTHERLY LINE OF SAID PARCELS 3 AND 4 THE FOLLOWING FOUR (4) COURSES:
1. ALONG A NON-TANGENT CURVE TO THE LEFT, FROM WHICH THE RADIUS POINT BEARS SOUTH 89°30'51" WEST, 211.19 FEET TO THE POINT OF BEGINNING, CONTAINING 1.22 ACRES, MORE OR LESS.

2. SOUTH 00°29'22" WEST, 126.60 FEET
3. SOUTH 45°00'30" WEST, 44.55 FEET.
4. THENCE NORTH 89°30'51" WEST, 211.19 FEET TO THE POINT OF BEGINNING

CONTAINING 1.22 ACRES, MORE OR LESS

CERTIFICATIONS
FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LATHROP THIS ____ DAY OF ____ 20____.

CITY CLERK
CITY OF LATHROP

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 1 TO THE COMMUNITY FACILITIES DISTRICT NO. 2019-2 (CENTRAL LATHROP SERVICES), COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LATHROP AT A MEETING THEREOF, HELD ON THE ____ DAY OF ____ 20____, BY ITS RESOLUTION NO. ____.

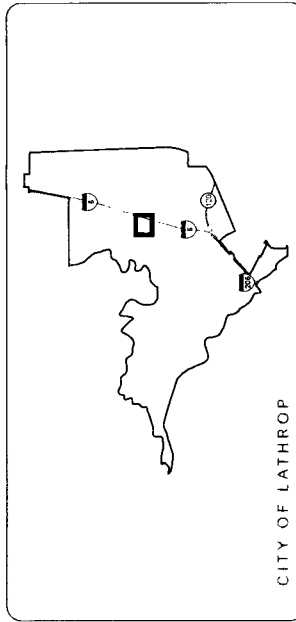
CITY CLERK
CITY OF LATHROP

FILED THIS ____ DAY OF ____ 20____, AT THE HOUR OF ____ O'CLOCK, ____ M. IN BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT NO. 2019-2 (CENTRAL LATHROP SERVICES), COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF SAN JOAQUIN

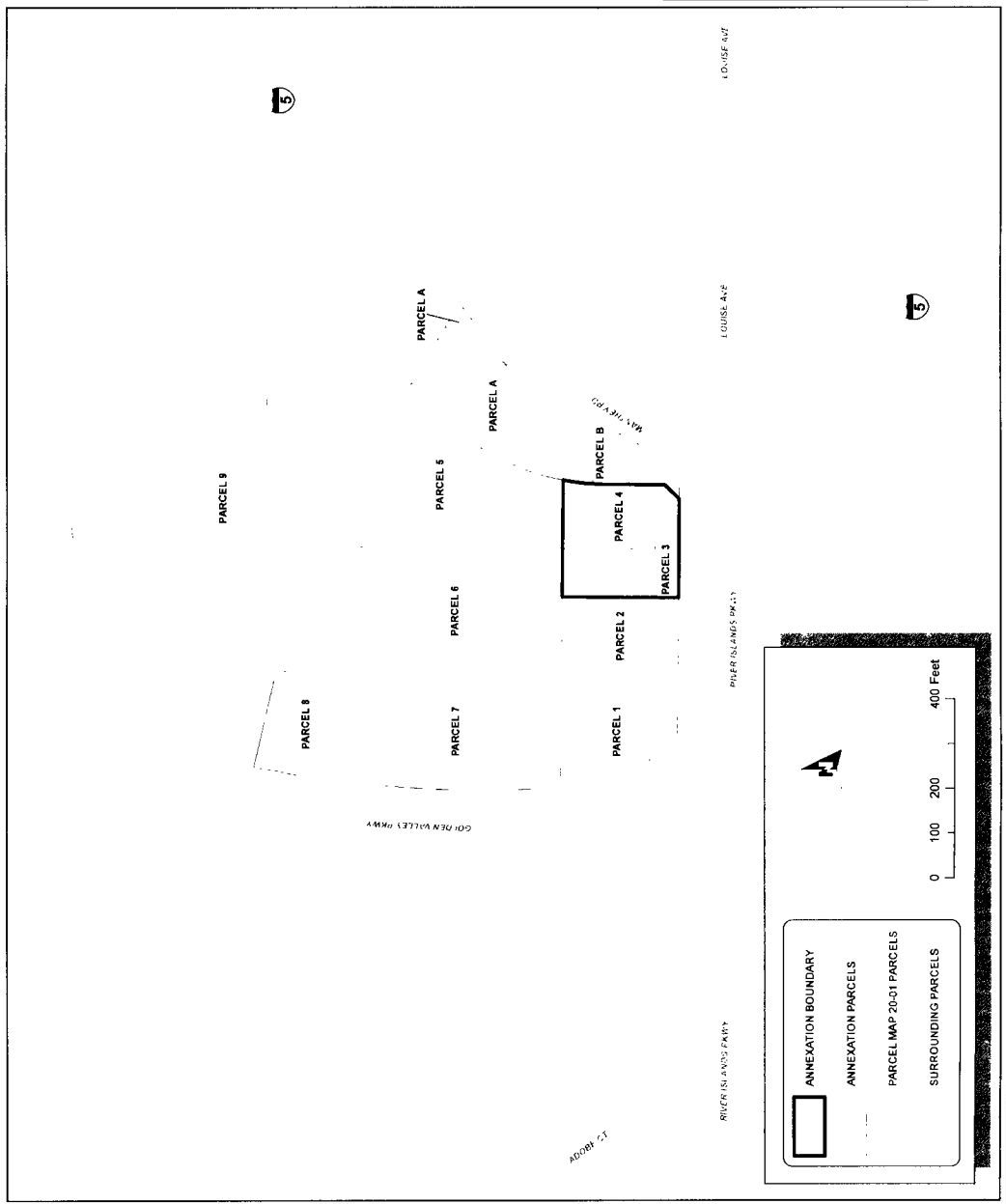
CITY OF LATHROP

CITY OF LATHROP



CITY OF LATHROP

Source: San Joaquin County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California III FIPS 0403 Feet



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ITEM 4.5

CITY MANAGER'S REPORT AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE TASK ORDER NO. 7 FOR DE NOVO PLANNING GROUP TO PREPARE AN ENVIRONMENTAL IMPACT REPORT FOR THE SINGH PETROLEUM INVESTMENT PROJECT.**

RECOMMENDATION: **Adopt a Resolution Approving Task Order No. 7 for De Novo Planning Group to Prepare an Environmental Impact Report for the Singh Petroleum Investment Project.**

SUMMARY:

The City has received a development application from Singh Petroleum Investments Inc. to develop a truck travel plaza at 11293 S. Manthey Road. The project includes the following components: General Plan Amendment, Prezone, Conditional Use Permit, Site Plan Review and Annexation to the City of Lathrop. To comply with the California Environmental Quality Act (CEQA), the City is seeking assistance of an environmental firm to prepare the Environmental Impact Report (EIR) for the project.

Staff and the project applicant have reviewed the Scope of Work provided by De Novo Planning Group and find it to be appropriate. Given the scope of work and the expertise necessary to accomplish the task, staff is requesting approval of Task Order No. 7 for De Novo Planning Group to prepare the Environmental Impact Report for the project. The applicant has signed a Funding Authorization to fund the task order.

BACKGROUND:

The City has received an application from Singh Petroleum Investments Inc. to annex approximately 11-acres located at 11293 S. Manthey Road into the City of Lathrop and to develop a travel plaza. The project involves a General Plan Amendment, Prezone, Conditional Use Permit, Site Plan Review and Annexation to the City of Lathrop. The City is seeking the assistance of De Novo Planning Group to prepare the EIR in compliance with CEQA. The EIR will contain a description of the project, description of environmental setting, identification of project impacts, and mitigation measures for impacts found to be significant. The EIR will serve as a supporting document to the project as part of the entitlement process to fulfill CEQA requirements.

On August 3, 2015, the City Council approved a Master Agreement with De Novo Planning Group for environmental related services. Since that time, the City Council has approved a series of task orders for work scopes and budgets for De Novo Planning to assist the City on specific projects, including the Pilot Flying J project, South Lathrop Specific Plan project, Housing Element Update, and the General Plan Update.

**CITY MANAGER'S REPORT
AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING
TASK ORDERS NO. 7 WITH DE NOVO PLANNING GROUP**

PAGE 2

The Master Agreement allows work to be added with Task Orders approved by Council when necessary. The term of the Master Agreement is valid throughout the completion of Task Order No. 7, and is automatically renewed on July 1st of each year unless the City cancels the agreement.

REASON FOR RECOMMENDATION:

At staff's request, De Novo Planning Group prepared and submitted a Scope of Work to prepare an Environmental Impact Report (exhibit to Attachment #2)

De Novo Planning Group provides effective and reliable professional consulting services and is well qualified to prepare the necessary CEQA documents for the proposed project.

FISCAL IMPACT:

The funds required for Task Orders No. 7 will be fully funded by the applicant, Singh Petroleum Investments Inc. The applicant has executed a funding authorization for the Task Order. The proposed scope of work, including the City's Administrative Fee have a combined total amount not to exceed \$174,720. Staff is requesting the City Council to approve a budget amendment as follows:

Fiscal Year 2021-2022

Increase Revenue

1010-2010-371-9100	\$174,720
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Increase Expense

1010-2010-420-0100	\$174,720
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ATTACHMENTS:

1. Resolution approving Task Order No. 7 with De Novo Planning Group
2. Task Order No. 7 to prepare an EIR for the Singh Petroleum Investment Project

**CITY MANAGER'S REPORT
AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING
TASK ORDERS NO. 7 WITH DE NOVO PLANNING GROUP**

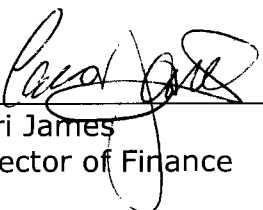
PAGE 3

APPROVALS:



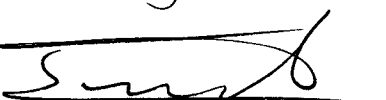
Mark Meissner
Community Development Director

7/28/2020
Date




Cari James
Director of Finance

8/4/2020
Date



Salvador Navarrete
City Attorney

8.5-2020
Date



Stephen J. Salvatore
City Manager

8.5.2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDER NO. 7 FOR DE NOVO PLANNING GROUP TO PREPARE AN ENVIRONMENTAL IMPACT REPORT FOR THE SINGH PETROLEUM INVESTMENT PROJECT.

WHEREAS, the City has received a development application for the Singh Petroleum Investment Project to develop a truck travel plaza with the following components: General Plan Amendment, Prezone, Conditional Use Permit, Site Plan Review and Annexation to the City of Lathrop; and

WHEREAS, in order to proceed with the project, the City needs to prepare the appropriate environmental documents to comply with the California Environmental Quality Act (CEQA); and

WHEREAS, on August 3, 2015, the City of Lathrop entered into a Master Agreement with De Novo Planning Group to provide environmental services to the City; and

WHEREAS, pursuant to the Master Agreement, the City can add additional work with Task Orders approved by the City Council when necessary; and

WHEREAS, Task Order No. 7 will be fully funded by the applicant, Singh Petroleum Investments Inc., pursuant to an executed Funding Authorization; and

WHEREAS, the proposed contract amount of \$159,720 for time and materials, plus the City's Administrative Fee of \$15,000, accounts for a combined total amount not to exceed \$174,720.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Task Order No. 7 with De Novo Planning Group to prepare an Environmental Impact Report for the Singh Petroleum Investment Project.

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approves the following budget amendment for Fiscal Year 2020-2021:

Increase Revenue	
1010-2010-371-9100	\$174,720
Increase Expense	
1010-2010-420-0100	\$174,720

The foregoing resolution was passed and adopted this 10th day of August 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

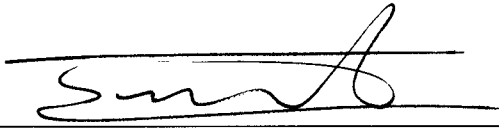
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk


Salvador Navarrete, City Attorney

**CITY OF LATHROP
TASK ORDER NO. 7 PURSUANT TO
MASTER AGREEMENT FOR CONSULTING SERVICES
DATED AUGUST 3, 2015**

**DE NOVO PLANNING GROUP FOR
SINGH PETROLEUM INVESTMENT PROJECT ENVIRONMENTAL
IMPACT REPORT**

THIS TASK ORDER NO. 7, dated for convenience this____ day of August 2020 is by and made and entered into by and between De Novo Planning Group ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on August 3, 2015, CONSULTANT entered into a Master Agreement ("AGREEMENT") with the CITY, by which the CONSULTANT has agreed to provide Professional Consulting Services for the City of Lathrop. The City Council authorized the execution of the AGREEMENT, pursuant to Resolution 15-3966

WHEREAS, at the request of CITY, CONSULTANT submitted the scope of work and fee estimate to process the Singh Petroleum Investment Project Environmental Impact Report (EIR), and said fee estimate are attached hereto as Exhibit "A" and incorporated herein by reference.

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

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Consulting Services for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to prepare the Singh Petroleum Investment Project EIR in accordance with the scope of work and fee proposal provided in Exhibit "A". CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY'S satisfaction.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
DE NOVO PLANNING GROUP FOR TASK ORDER NO. 7 – SINGH PETROLEUM
INVESTMENT PROJECT EIR

(3) **Time Of Performance**

CONSULTANT shall commence performance upon receipt of notice to proceed pursuant to section 5 and shall complete all required services by no later than December 31, 2021.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT a sum not to exceed \$159,720 for time and material, for the preparation of the Singh Petroleum Investment Project EIR as set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 of the Master Agreement. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work.

(5) **Notice to Proceed**

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

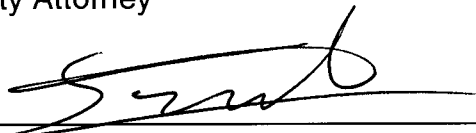
(6) **Signatures**

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
DE NOVO PLANNING GROUP FOR TASK ORDER NO. 7 – SINGH PETROLEUM
INVESTMENT PROJECT EIR

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

8-5-2020

Date

Recommended for Approval:

City of Lathrop
Community Development Director

Mark Meissner

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

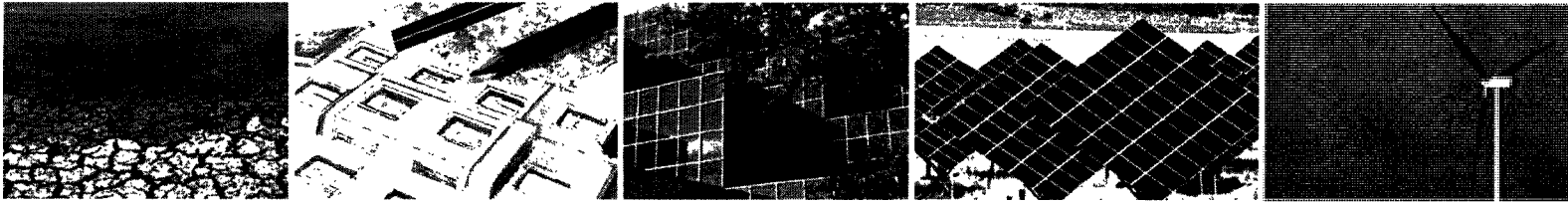
De Novo Planning Group
Steve McMurtry, Principal
1020 Suncast Lane Suite 106
El Dorado Hills, CA 95762
Fed ID # _____
Bus License #20512

Signature

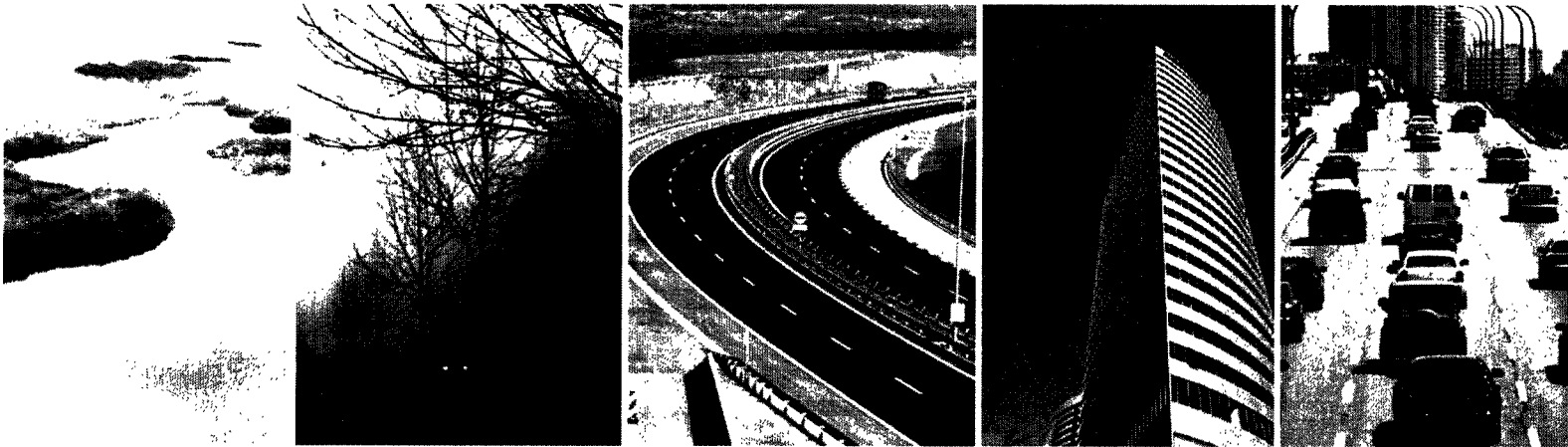
Date

(Print Name and title)

EXHIBIT A ■



Proposal for Professional Services to Prepare an Environmental Impact Report for the Singh Petroleum Investments Project, Lathrop, CA



July 28 2020

Submitted to:

Mark Meissner
Director of Community Development
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Submitted by:

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

1020 Suncoast Lane, Suite 106 | El Dorado Hills, CA 95762
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De Novo Planning Group

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DETAILED WORK PROGRAM

TASK 1 – PROJECT INITIATION

Within one week of receipt of Notice to Proceed from the City, the De Novo team will have a conference call with City Staff to discuss the following:

- City preferences for point of contact, method of communication, meeting responsibilities, project updates, etc.,
- Collection of relevant background documents (adopted documents, reports, and studies), and
- Project deliverables.

TASK 2 – INITIAL STUDY, NOP, SCOPING MEETING

De Novo will prepare an Initial Study and Notice of Preparation (NOP) in an administrative draft form for City staff to review. For the analysis, we will utilize the detailed project description including text and graphics that has been provided to us by the project applicant. Comments received from City staff will be incorporated into the Initial Study and NOP for public distribution. De Novo will hand deliver the NOP with the proper notice to the State Clearinghouse for state review. De Novo will attend a public scoping meeting in coordination with City staff. We will present the findings from the Initial Study at the scoping meeting and collect comments from interested parties.

Deliverables:

- *One (1) electronic copy of the Admin Draft NOP with appendices, in MS Word and PDF format.*
- *One (1) CD of the Final NOP with appendices, in MS Word and PDF format.*
- *Fifteen (15) hard copies of the Final NOP with appendices.*

TASK 3 PREPARE AN ADMINISTRATIVE DRAFT EIR

De Novo will prepare the Draft EIR for the project in an administrative draft form for City staff to review. The EIR will be intended to provide the information and environmental analysis necessary to assist public agency decision-makers in considering approval of the project.

The Draft EIR will consider all potential environmental effects of the project to determine the level of significance and will analyze these potential effects to the detail necessary to make these determinations on significance. Each section will include GIS graphics and figures to create an easy to comprehend document that is user-friendly. The detailed technical scope follows.

Deliverables:

- *One (1) electronic copy of the Administrative Draft EIR with appendices, in MS Word and PDF format.*

Technical Scope for Draft EIR:

The Draft EIR will consist of the following sections:

EXECUTIVE SUMMARY

This section will provide a concise description of the project, the potential areas of controversy, issues to be resolved, project alternatives, and a summary of impacts and mitigation measures. The intent of this section is to provide the City and the public with a simple and easy to understand overview of the project and related issues, which will be analyzed and discussed much more thoroughly in the contents of the EIR.

INTRODUCTION

The Introduction will serve as an overview of the EIR, describing its purpose and relevant environmental review procedures, the document organization, and the methodology used.

PROJECT DESCRIPTION

The Project Description section will consist of a detailed description of the project, including the proposed actions, the project goals and objectives, and the relationship of the project to other regional plans and projects. This section will also present the City's and other agency involvement in the project, and the use of the EIR by other agencies, including permits and approvals. This section will be consistent with the requirements of State CEQA Guidelines Section 15124.

ENVIRONMENTAL SETTING, IMPACTS, AND MITIGATION MEASURES

The Environmental Setting, Impacts, and Mitigation Measures section will present a detailed discussion of each individual environmental topic. Each discussion will include the following:

- An environmental setting and environmental baseline conditions (including figures and GIS graphics);
- The applicable local, state, and federal regulatory setting;
- The threshold of significance used for each impact determination;
- The methodology used for conducting the environmental analysis and making significance determinations;
- An analysis of all identified direct and indirect impacts associated with project;
- An analysis of the cumulative impacts associated with the project;
- Identification of mitigation measures to reduce impacts; and

- A determination of the significance of each impact after mitigation.

De Novo will work closely with City staff to formulate the appropriate mitigation measure language and timing that is appropriate for inclusion in the EIR. Each EIR section will be organized concisely for ease of use and future reference.

AESTHETICS/VISUAL RESOURCES

This section will identify applicable General Plan policies that protect the visual values located along public roadways and surrounding land uses, and will also address the potential for the project to substantially impair the visual character of the project vicinity. The analysis will address the proposed design and landscaping plans developed by the applicant and provide a narrative description of the anticipated changes to the visual characteristics of the project area as a result of project implementation and the conversion of the existing on-site land uses to an urbanized use. If architectural rendering are available for the proposed project, we will compare and contrast design elements to existing architecture and design standards in the city. The analysis will also address potential impacts associated with light spillage onto adjacent properties during nighttime activities. This section of the EIR will provide a discussion of viewsheds, proximity to scenic roadways and scenic vistas, existing lighting standards, an impact analysis, and recommendations for mitigating potentially significant impacts. (Note: Visual simulations are not included in this scope, but can be added upon request.)

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on aesthetics/visual resources.

AGRICULTURAL RESOURCES

This section will describe the character of the region's agricultural lands, including maps of prime farmlands, other important farmland classifications, and protected farmland (including Williamson Act contracts). The County Agricultural Commissioner's Office and the State Department of Conservation will be consulted and their respective plans, policies, laws, and regulations affecting agricultural lands will be presented.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to offset the loss of agricultural lands and Williamson Act cancellations as a result of project implementation. Mitigation will include application of the City of Lathrop Agricultural Mitigation Fee Ordinance (Municipal Code Chapter 3.40).

AIR QUALITY

The project site is located within the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). The project may result in short-term construction-related emissions and long-term operational emissions, primarily attributable to emissions from vehicle trips and potentially from industrial sources. We will consult with the SJVAPCD regarding the project's

potential to cause impacts, and the applicability of the SJVAPCD's Rules and Regulations. The Air Quality analysis will include the following:

- Regional air quality and local air quality in the vicinity of the project site will be described. Meteorological conditions in the vicinity of the project site that could affect air pollutant dispersal or transport will be described. Applicable air quality regulatory framework, standards, and significance thresholds will be discussed.
- Short-term (i.e., construction) increases in regional criteria air pollutants will be quantitatively assessed. The ARB-approved CalEEMod computer model will be used to estimate regional mobile source and particulate matter emissions associated with the construction of the proposed project.
- Long-term (operational) increases in regional criteria air pollutants will be quantitatively assessed for area source, mobile sources, and stationary sources. The ARB-approved CalEEMod computer model will be used to estimate emissions associated with the proposed project. Exposure to odorous or toxic air contaminants will be assessed through a screening method as recommended by the SJVAPCB.
- Local mobile-source CO concentrations will be assessed through a CO screening method as recommended by the SJVAPCD. Mobile source CO concentrations are modeled for signalized intersections expected to operate at unacceptable levels of service (i.e., LOS E or worse). If the screening method indicates that modeling is necessary, upon review of the traffic analysis, CO concentrations will be modeled using the Caltrans-approved CALINE4 computer model.
- Health Risk Assessment (HRA). The objective of the HRA is to determine the public health risks from existing emissions from nearby Interstate 5 (I-5) on the surrounding area, including the proposed location of the Travel Center, as well as new public health risks from project-related truck traffic utilizing the proposed travel center.

The project seeks to quantify emissions of toxic air pollutants, mostly from trucks, travelling along I-5 and those exiting the freeway to use the travel center. The emissions will be used to assess localized public health risks. The proposed Travel Center is to be located at the Northwest quadrant of I-5 and Roth Road.

The HRA consists of two main tasks: 1. Exposure Assessment, and 2. Risk Calculations. These are described on the next page.

Task 1 Exposure Assessment: The main steps involved in exposure assessment include estimating the emission rates of toxic air pollutants and running an air dispersion model to calculate the concentration of a toxic air pollutant at each location in the modeling domain. The modeling domain would include the proposed Travel Center, portions of I-5 and any other known source(s) of toxic air pollutants.

The main toxic air contaminant (TAC) associated with I-5 is diesel particulate matter (DPM). The emission rates of DPM will be calculated on the basis of annual volume of trucks traveling along I-5 and any other known source(s).

We propose to use the AERMOD air dispersion model with 5 years of meteorological data collected at Stockton airport. The proposed dispersion model is recommended by the San Joaquin Valley Air Pollution Control District (SJVAPCD).

Task 2 Risk Calculations: We propose to calculate the residential (70 year) cancer health risks by multiplying the concentration of DPM by its unit risk factor. The current unit risk factor recommended by the Office of Environmental Health Hazard Assessment and the San Joaquin Valley APCD is $4.15 \times 10^{-4} \text{ (ug/m}^3\text{)}^{-1}$. The resulting cancer risks will be plotted on the base map.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on air quality.

BIOLOGICAL RESOURCES

De Novo will prepare a biological resources assessment for the proposed project. This will include various biological database searches, including a search of the California Natural Diversity Database (CNDDB), the California Native Plant Society's Electronic Inventory, the California Wildlife-Habitat Relationships database, and the United States Fish and Wildlife Service's list of special-status species with potential to occur in the region. The timing of the biological survey will not coincide with the flowering season so the survey will not be considered a protocol level plant survey.

This EIR section will present the regulatory setting, including a summary of all relevant federal, state, and local laws and regulations that apply to the protection of biological resources, and will provide an analysis including the methodology, thresholds of significance, and a summary of local biological resources, including descriptions and mapping of plant communities, the associated plant and wildlife species, and sensitive biological resources known to occur, or with the potential to occur in the project vicinity. The biological resources analysis will conclude with a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented in order to reduce impacts on biological resources and to ensure compliance with the federal and state regulations.

CULTURAL RESOURCES

The De Novo Team includes Peak Associates, a cultural resources firm with exceptional local knowledge and experience. The project involves a field survey of the areas proposed for development. The work effort for this section will include:

- Conduct a record search for the project area through the Central California Information Center (CCIC) of the California Historical Resources Information System.

This will provide all information on any sites within the project area and will identify any previous survey of the project area.

- A check will be of the Sacred Lands files through the Native American Heritage Commission for the project area. If desired, letters will be sent to any identified Native American groups or individuals.
- Conduct a field survey for any indications of the presence of cultural resources, using complete coverage. Should a prehistoric or historic period site be present, data will be collected to record the resource. We assume the project proponent will make any access arrangements.
- Prepare a report (or EIR section), detailing the cultural background, results of the records search, results of the field survey, and evaluation of any resources present to the degree possible from surface evidence, conclusions and recommendations. The site forms will be attached. An electronic copy of the report will be provided.

This EIR section will include a full discussion of any cultural or historical resources found during the site investigations and a comprehensive mitigation plan to address any potentially significant impacts identified.

GEOLOGY AND SOILS

The De Novo team will prepare a geohazards evaluation of the project site. The scope of work will include the following:

- Review published documents, geologic maps and other geological and geotechnical literature pertaining to the site and surrounding area to aid in evaluating geologic resources and geologic hazards that may be present.
- Review documents provided by the project applicant(s). Potentially useful documents may include geotechnical, geologic, and environmental reports, site plans, plot plans, and correspondence with regulatory agencies.
- Review aerial photographs of the site to aid in evaluating geologic hazards that may be present.
- Perform a site reconnaissance to observe the site and features of interest identified during the literature and air photo evaluations.
- Prepare a geohazards evaluation to address soils, geology, and seismicity issues.
- Propose mitigations, as applicable, to address identified impacts.

The work for this section will include a description of the applicable regulatory setting, a description of the existing geologic and soils conditions on and around the project site, an evaluation of geologic hazards at the project site, a description of the nature and general characteristics of the subsurface conditions within the project site, and the provision of findings and potential mitigation strategies to address any geotechnical concerns or potential

hazards. The geohazards evaluation is sufficient for use in the EIR, but building, improvements, and grading plans/permits will ultimately require a formal geotechnical report with borings to be prepared, which is not included in this scope.

GREENHOUSE GASES AND CLIMATE CHANGE

De Novo will prepare a Green House Gas Emissions analysis pursuant to the requirements of Executive Order S-3-05 and The Global Warming Solutions Act of 2006 (AB 32). The analysis will follow the California Air Pollution Control Officers Association (CAPCOA) white paper methodology and recommendations presented in Climate Change & CEQA, which was prepared in coordination with the California Air Resources Board and the Governor's Office of Planning and Research as a common platform for public agencies to ensure that GHG emissions are appropriately considered and addressed under CEQA. This analysis will consider a regional approach toward determining whether GHG emissions are significant, and will present mitigation measures to reduce impacts. The discussion and analysis will include quantification of GHGs generated by the project using ARB-approved CalEEMod computer model as well as a qualitative discussion of the project's consistency with any applicable state and local plans to reduce the impacts of climate change. The De Novo team will work with City staff to implement a methodology and mitigation strategy that meets all legal requirements and is consistent with current City policies and preferences.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with greenhouse gas emissions.

HAZARDS/HAZARDOUS MATERIALS

The De Novo team will prepare an environmental hazards evaluation in accordance with accepted guidelines for the preparation of an EIR. The environmental hazards evaluation will include a review of hazardous site databases (i.e. California Environmental Protection Agency's (Cal EPA) Cortese List, the Department of Toxic Substances Control Envirostor database, the State Water Resources Control Board Geotracker database, Cal-EPA's CAL-SITES Abandoned Site Program Information System (ASPIS) database, and others that are deemed relevant). We will perform a site reconnaissance to observe the site and areas of potential interest. Based on the findings in the evaluation, we will propose mitigations, as applicable, to address identified impacts. This section of the EIR will present the methodology, thresholds of significance, impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts, as applicable. (Note: The environmental hazards evaluation is not a Phase 1 ESA for purposes of real estate transaction or financing.)

HYDROLOGY/WATER QUALITY

This section of the EIR will present the existing FEMA flood zones, levee protection improvements, reclamation districts, SB5 requirements including 200 year flood mapping

(performed by RD17), and risk of flooding on the project site and general vicinity. We will consult with the applicable reclamation district if needed. We will review the drainage study/calculations, and improvement plans prepared by the applicant's engineer for the proposed project if available. We will summarize onsite hydrology and hydraulic calculations (if available from applicant's engineer) under existing and proposed conditions. Some of the specific items to be reviewed include: land use classification; acreage calculations; runoff coefficients; time of concentration; and methodology. Calculations will be reviewed for reasonableness and consistency with the site plan and with the City's master plans.

We will also review the project plans and other existing information to evaluate the potential construction and operational impacts of the proposed project on water quality. We will describe the surface drainage patterns of the project area and adjoining areas based on the drainage study/calculations, and improvement plans; and identify surface water quality in the project area based on existing and available data. We will identify 303D listed impaired water bodies in the vicinity of the project site. Conformity of the proposed project to water quality regulations will also be discussed. Mitigation measures will be developed to incorporate Best Management Practices (BMPs), consistent with the requirements of the Central Valley Regional Water Quality Control Board (CVRWQCB) to reduce the potential for site runoff.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with hydrology and water quality.

LAND USE PLANNING

This section will include a detailed discussion of the project entitlements as it relates to the existing General Plan, Zoning Code, and other local regulations. We will discuss and map the existing and planned land uses and the character of the region. The local, regional, state, and federal jurisdictions potentially affected by the project will be identified, as well as their respective plans, policies, laws, and regulations (including zoning), and potentially sensitive land uses. We will evaluate the proposed project for consistency the General Plan, the Zoning Ordinance, and other local planning documents. Planned development and land use trends in the region will be identified based on currently available plans. Reasonably foreseeable future development projects within the region will be noted, and the potential land use impacts associated with the project will be presented.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to ensure consistency with the existing and planned land uses.

MINERAL RESOURCES

This section of the EIR will include a detailed discussion of the mineral resources documented on the project site and in the vicinity, Mineral Resource Zone mapping, history of mining in the region and vicinity, and local, state, and federal policies related to mineral resources and mining. This section will provide an analysis including the thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented. It is anticipated that mineral resources will be determined to be less than significant in the Initial Study and may not require a full EIR section.

NOISE

The scope of the noise study is as follows:

Setting – Existing Noise Environment:

- **Traffic Noise:** Existing noise levels due to the local roadway network will be quantified. The Federal Highway Administration (FHWA) traffic noise prediction model will be used for the prediction of traffic noise levels. Direct inputs to the traffic model will include traffic data provided by the project traffic consultant, existing posted speed limits, truck count information, and 24-hour traffic split data collected.
- **Evaluation of Existing Ambient Noise Levels:** We will conduct background noise level measurements in the vicinity of the project site. The intent of the noise level measurements is to quantify existing background noise levels for comparison to the predicted project noise levels.

Analysis of Future Noise Environment:

- Noise from on-site activities will be predicted at the nearest noise-sensitive receptors. This is expected to include vehicle circulation, parking areas, and truck idling. Existing noise level data previously collected for other similar trucking sites will be utilized. We will also calculate existing and future traffic noise levels with and without the proposed project.

Analysis of Construction Noise and Vibration:

- We will conduct an analysis of the noise and vibration impacts associated with construction of the project and any infrastructure outside of the site.

Report Preparation:

- We will provide a draft report which details our findings, methodology and noise reduction measures. The report will discuss impacts and mitigation measures. The report will be prepared to meet the requirements of the City of Lathrop, San Joaquin County, and CEQA.

Response to Comments:

- We will respond to comments on the draft technical report. After comments are received, a final report will be provided.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with noise.

POPULATION AND HOUSING

This section will begin with a detailed discussion of existing population and housing trends within the city. Relevant policies related to the location and intensity of housing development and population growth will be summarized and addressed. We will utilize the Housing Element to identify housing supply, and future availability of housing within the City. Potential impacts related to the existing housing supply and the future availability of housing will be addressed. This section will include population growth and housing unit forecasts associated with full buildout of the proposed project and General Plan. It is anticipated that population and housing will be determined to be less than significant in the Initial Study and may not require a full EIR section. Growth inducing impacts will be discussed in the EIR section 4.0 Other CEQA Sections.

PUBLIC SERVICES/RECREATION

Implementation of the project has the potential to result in impacts to the public services and recreation. Specifically, implementation of the project may result in a significant increase in demand for public services and recreation in the project area and may result in level of service impacts to police, fire, and emergency service providers, as well as park and open space facilities.

We will contact public service and recreation providers in order to determine existing service levels in the project areas. This would include documentation regarding existing staff levels, equipment and facilities, current service capacity, existing service boundaries, and planned service expansions. We will review master plans from such public service and recreation providers. We will describe City policies, programs, and standards associated with the provision of public services and utilities.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented reduce impacts associated with public services and recreation.

TRANSPORTATION AND CIRCULATION

Fehr & Peers will conduct a traffic study and prepare the traffic section of the EIR. The scope of the traffic study is as follows:

Task 1.0 – SB 743 Vehicle Miles Traveled Analysis: An AB 743 Vehicle Miles Traveled (VMT) analysis will be completed for the Proposed Project comparing the results of the Cumulative

No Project VMT to the Cumulative Plus Project VMT analysis. It should be noted that the project generated VMT will be disaggregated for the following:

1. Employee based VMT; and
2. Customer based VMT for cars:
3. Customer based VMT for trucks.

It should be noted that most trips to and from the project site would be to and from Interstate 5 and would be described as pass-by trips or diverted trips. Only a small percentage of trips generated by the Proposed Project would be new trips to the local / regional transportation system. Therefore, the Cumulative Plus Project VMT would be defined as the distance to and from the freeway mainline for traffic getting gas or diesel at the Proposed Project site located adjacent to Interstate 5.

Task 2.0 - Existing (Baseline) Conditions Analysis: Based on a review of the project site plan, location of the project on the south-west corner of Roth Road / Manthey Road, local and regional travel patterns, the following six (6) City of Lathrop, San Joaquin County and Caltrans study locations were identified:

1. Roth Road / Manthey Road;
2. Roth Road / Southbound Interstate 5 Off-Ramp and On-Ramp;
3. Roth Road / Northbound Interstate 5 Off-Ramp and On-Ramp;
4. Roth Road / Project Driveway # 1 (New); and
5. Manthey Road / Project Driveway #2 (New).

In addition, the following regional freeway locations will be analyzed to address any potential Caltrans District 10 comments during their Intergovernmental Review (IGR).

1. Northbound Interstate 5 between Lathrop Road and Roth Road;
2. Northbound Interstate 5 between Roth Road and Matthews Road;
3. Southbound Interstate 5 between Matthews Road and Roth Road; and
4. Southbound Interstate 5 between Roth Road and Lathrop Road.

Fehr & Peers will conduct two-hour AM peak period (6:30 AM to 8:30 AM) and PM peak period (4:30 PM to 6:30 PM) turning movement counts during a typical weekday for the three (3) existing study intersections and four freeway segments. A combination of Synchro for signalized intersections and Highway Capacity Software (HCS) 2010 for freeway locations will be used to analyze Existing AM and PM peak hour levels of service.

Task 3.0 Transportation Analysis: Fehr & Peers will analyze the potential impacts of the Proposed Project on the surrounding local and regional transportation system for the following scenarios:

1. Existing Plus Project Conditions;
2. Cumulative No Project; and
3. Cumulative Plus Project Conditions.

Fehr & Peers will use a combination of trip generation data that we have observed for other similar project descriptions in San Joaquin County / Central Valley and the Institute of Transportation Engineers' (ITE) publication Trip Generation (10th Edition) to determine the Daily, AM Peak Hour, and PM Peak Hour trip generation characteristics of the Proposed Project that includes the following:

1. 12,000 Square Foot Building;
2. 7,500 Square Foot Truck Repair Building;
3. Fueling Facility with seven (7) Truck Fuel Islands; and
4. Fueling Facility with eight (8) Car Fuel Islands.

We will use the City of Lathrop / San Joaquin Council of Governments (SJCOG) Travel Demand Forecasting (TDF) Model to develop Cumulative No Project traffic volumes at the study locations identified in Task 1.

Project generated traffic will be assigned to the local and regional transportation system based on local and regional travel patterns for both morning and evening peak hour conditions. Based on the types of trips that project employees and customers make (i.e. work versus fuel / food) the directions of approach and departure may be different for Existing Plus Project Conditions versus Cumulative Plus Project Conditions.

Task 4.0 Project Site Access, Circulation and Parking Analysis: Fehr & Peers will analyze the proposed design of the two project driveway locations on Roth Road and Manthey Road to ensure that adequate sight distance and stacking space (i.e. vehicle queuing) are provided for vehicles (automobiles and trucks) entering and exiting the Project site at the following locations:

1. Roth Road / Project Driveway # 1; and
2. Manthey Road / Project Driveway #2.

Fehr & Peers will analyze using AutoCAD's AutoTurn software to ensure that adequate internal roadway widths are provided for trucks entering and exiting the Project site. Lastly, Fehr & Peers will document that the number of parking spaces being provided for employees and customers (82 truck parking spaces, 53 full size parking spaces, and 5 handicap spaces) are consistent with City of Lathrop standards for garage, on-site and accessible parking spaces for vehicles and will meet the needs of the Project and not impact Roth Road or Manthey Road.

Task 5.0 Documentation and Meetings: Using a report template provided by DeNovo Planning Group, the results of the Transportation Study will be documented in an Administrative Technical Report that includes tables and figures for review and comment. Comments will be incorporated into a Final Transportation Report and two (2) bound copies and a PDF of the report (with appendices) will be provided. Fehr & Peers will also attend up to two (2) meetings over the course of the project.

UTILITIES AND SERVICES SYSTEMS

This section will focus on wastewater, water, and storm drainage infrastructure, as well as other utilities (i.e. solid waste, gas, electric, etc.) that are needed to serve the proposed project. This section will provide an analysis, including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with utilities and service systems. A brief description of the wastewater, storm drainage, and water assessments are provided below.

Wastewater: We will analyze the impacts associated with on-site and off-site construction of the conveyance system, including temporary impacts associated with the construction phase. We will present the proposed infrastructure as provided by the developer's engineer. This will likely include a system of gravity pipes, pump station(s), and a forcemain(s). Lastly, we will discuss the disposal methods and location, including environmental impacts and permit requirements associated with disposal of treated wastewater. We will address the potential for the use of recycled water for irrigation to the extent allowed by the City's Waste Discharge Permit issued by the RWQCB.

Storm Drain: We will analyze the impacts associated with on-site and off-site construction of the storm drainage system, including temporary impacts associated with the construction phase. We will identify permit requirements and mitigations needed to minimize and/or avoid impacts. We will present the proposed infrastructure as provided by the developer's engineer. We will review the proposed system for consistency with the City's Master Storm Drain Plan. This section will include some information that will also be presented in the hydrology and water quality section of the EIR (i.e. flood hazards), although the focus of this section will be on the environmental impacts associated with the system.

Water Supply: We will analyze the impacts associated with on-site and off-site construction of the water system, including temporary impacts associated with the construction phase. We will identify permit requirements and mitigations needed to minimize and/or avoid impacts. We will present the proposed infrastructure as provided by the developer's engineer. This will likely include a looped system of pipes, storage, wells, and pump station(s). We will review the proposed system for consistency with the City's Master Water Plan. This section will include some information that will also be presented in the hydrology and water quality section of the EIR although the focus of this section will be on the environmental impacts associated with the system.

ALTERNATIVES

De Novo will coordinate with City staff to formulate up to four (4) alternatives for analysis in the EIR as required by the CEQA Guidelines. Our efforts will result in an EIR that will include an examination of a range of reasonable alternatives that could feasibly achieve the basic objectives of the project.

The CEQA Guidelines require that a “No Project” alternative be analyzed among the range of alternatives. An alternative location must also be analyzed unless it is determined by the lead agency that a feasible alternative location does not exist. If the lead agency determines that an alternative location does not exist, it must disclose the reasons for this conclusion in the EIR.

The alternatives section will provide a description and comparison of the alternatives. Finally an environmental superior alternative will be selected. From our experience with similar EIRs, we will provide suggested alternatives for City staff to consider. Once the alternatives are initially formulated, they will be presented at the public scoping meeting and refined based on public input.

OTHER CEQA REQUIREMENTS

The section will include the other required CEQA sections including issues previously determined to be less than significant, growth-inducing impacts, significant irreversible environmental effects, and a summary of significant and unavoidable impacts.

REPORT PREPARERS AND REFERENCES

This section will provide a list of all persons, agencies, and references used to prepare the EIR.

TASK 4 SCREEN-CHECK DRAFT EIR

Comments received from City staff regarding the Administrative Draft EIR will be incorporated into a Screen-check Draft EIR for a final review by City staff prior to public circulation.

Deliverables:

- *One (1) electronic copy of the Screen-check Draft EIR with appendices, in MS Word and PDF format.*

TASK 5 PUBLIC DRAFT EIR

Comments received from City staff regarding the Screen-check Draft EIR will be incorporated into the Draft EIR for public circulation. After the document is finalized we will publish the document and distribute it with the proper notices to the State Clearinghouse and the County Clerk. We will anticipate that the City will publish a notice in a newspaper of regional circulation and will mail out the Notice of Availability to the City’s distribution list. Additional press releases can be accommodated at the request of City staff.

Deliverables:

- *One electronic copy of the Draft EIR with appendices, in MS Word and PDF format.*
- *Fifteen (15) hard copies of the Draft EIR with appendices hand-delivered to the State Clearinghouse*
- *Five (5) hard copies of the Draft EIR with appendices delivered to the City.*
- *One (1) stamped copy of the Notice of Completion.*

TASK 6 PREPARE ADMINISTRATIVE FINAL EIR

Upon completion of the public review period De Novo will prepare a written response to the public comments, and where necessary the appropriate revisions will be made to the EIR text. Any additional text will be marked in underline format and any deleted text will be marked in ~~strikeout~~ format. All responses will be prepared pursuant to Section 15088 of the State CEQA Guidelines and provided to City staff for review.

We anticipate 25 or fewer comment letters, eight to ten pages in length. Excessively long comment letters, or those that are complicated and require a significant effort and/or additional analysis to respond to are considered outside the scope of work and cost estimate.

We will include a Mitigation Monitoring and Reporting Program (MMRP) pursuant to Section 21081.6 of the Public Resources Code. The MMRP will consolidate information contained in the environmental analysis, including the specific mitigation measure, the party responsible for implementation, the party responsible for monitoring, the time frame for implementation, and a section for confirmation of implementation.

Deliverables:

- *One (1) electronic copy of the Administrative Final EIR with appendices, in MS Word and PDF format.*

TASK 7 SCREEN-CHECK FINAL EIR

Comments received from City staff regarding the Administrative Final EIR will be incorporated into a Screen-check Final EIR for a final review by City staff prior to public circulation.

Deliverables:

- *One (1) electronic copy of the Screen-check Final EIR with appendices, in MS Word and PDF format.*

TASK 8 REVISE/PREPARE FINAL EIR

Comments received from City staff regarding the Screen-check Final EIR will be incorporated into the Final EIR for public circulation. After the document is finalized we will produce the document and deliver it to the City for distribution with the proper notices.

Deliverables:

- *One electronic copy of the Final EIR with appendices, in MS Word and PDF format.*
- *Five (5) hard copies of the Final EIR with appendices.*

TASK 9 PUBLIC MEETINGS

De Novo will attend up to eight (8) public meetings/hearings, which include the following:

- one (1) Public Scoping Meeting

- two (2) Public Hearings at Planning Commission
- two (2) Public Hearings at City Council

De Novo will be responsible for preparing any materials that may be necessary for display at these meetings, presentations, and responses to public comment. We anticipate that the Project Manager will be required for each meeting. Technical support from other members may be required on occasion and will be accommodated as necessary.

TASK 10 CEQA FINDINGS OF FACT/STATEMENT OF OVERRIDING CONSIDERATIONS

De Novo will prepare the required CEQA Findings of Fact, and Statement of Overriding Considerations pursuant to requirements of Sections 15091 and 15093 of the State CEQA Guidelines. Additionally, we will provide City staff with summary text for use in the Staff Reports as well as resolutions. These deliverables shall be prepared using the City's format and will be provided to City staff for an administrative review. Comments received from staff regarding the administrative draft will be incorporated into a final version of these deliverables for use by the City as necessary. Upon certification of the EIR De Novo will prepare a Notice of Determination for filing with the State Clearinghouse. The City and/or applicant will be responsible for paying the DFG filing fees, if any are required.

Deliverables:

- *One (1) electronic copy of the administrative findings of fact, and statement of overriding considerations, in MS Word and PDF format.*
- *One (1) electronic copy of the findings of fact, and statement of overriding considerations, in MS Word and PDF format.*

OPTIONAL TASK – LAFCO HEARING ATTENDANCE

This optional task will include the attendance at a LAFCo hearing. The additional cost for this service is \$900.

ASSUMPTIONS

This proposal is based on the following assumptions. We propose to prepare the environmental documents based on the body of statutes, guidelines, and case law that are in affect at the time the contract is executed. Any significant revision to the project after the agency approves the project description is considered outside of the scope of this proposal. Any additional work that is requested by the agency that is outside of the scope of this proposal may require a contract amendment. Additional meetings not identified in this proposal are outside of the scope, but can be accommodated on a time and materials basis. We anticipate timely cooperation with the client, lead agency staff, and other responsible agency staff. If work is halted or delayed for thirty (30) days or more, De Novo will be reimbursed for costs to date and the time required to re-familiarize staff with the project. In the event that the environmental document receives a legal challenge, De Novo will provide assistance to the legal defense on a time and materials basis.

PROJECT SCHEDULE

Project Task	Time Period (days)	Start	Finish
Contract Award/Notice to Proceed	--	20-Aug-20	20-Aug-20
Task 1 – Project Initiation			
Meet w/ City re: communication, deliverables	1	20-Aug-20	21-Aug-20
Collect background documents	1	21-Aug-20	22-Aug-20
Task 2 – NOP			
NOP	25	22-Aug-20	16-Sep-20
Staff Administrative Review	7	16-Sep-20	23-Sep-20
Complete Public NOP	5	23-Sep-20	28-Sep-20
Statutory 30-day Public Review Period	30	28-Sep-20	28-Oct-20
Public Scoping Meeting (tentative date)	20	18-Oct-20	18-Oct-20
Task 4, 5, and 6 – Draft EIR			
Complete Administrative Draft EIR	60	28-Oct-20	27-Dec-20
Staff Administrative Review	14	27-Dec-20	10-Jan-21
Screen-check Draft EIR	14	10-Jan-21	24-Jan-21
Staff Administrative Review	5	24-Jan-21	29-Jan-21
Complete Public Draft EIR	4	29-Jan-21	2-Feb-21
Statutory 45-day Public Review Period	45	2-Feb-21	19-Mar-21
Task 7, 8, and 9 – Final EIR and MMRP			
Complete Administrative Final EIR	21	19-Mar-21	9-Apr-21
Staff Administrative Review	5	9-Apr-21	14-Apr-21
Screen-check Final EIR	7	14-Apr-21	21-Apr-21
Complete Admin Staff Report / Findings / Overriding Considerations	5	9-Apr-21	14-Apr-21
Staff Review Staff Report / Findings / Overriding Considerations	3	14-Apr-21	17-Apr-21
Complete Final EIR/Schedule Approval Hearing	9	17-Apr-21	26-Apr-21
Planning Commission Hearing	10	26-Apr-21	6-May-21
City Council Hearing	10	6-May-21	16-May-21
Optional Task – LAFCo Annexation			
LAFCo Hearing	TBD	TBD	TBD

Task #	Task Description	McMurtry Project Manager \$150	Carroll Senior \$115	Smith Associate \$105	De Novo Support \$95	Direct Costs	Totals
1	Project Initiation						
1.1	Kickoff call w/ City re: communication, deliverables	1.0		1.0		\$ 100.00	2.0
1.2	Collect background documents	1.0		2.0			3.0
1.3	Refine scope/schedule as needed	1.0					1.0
	<i>Subtotal</i>	3.0	0.0	3.0	0.0		6.0
	<i>Task 1</i>	\$ 450.00	\$ -	\$ 315.00	\$ -	\$ 100.00	\$ 865.00
2	Initial Study, NOP, Scoping Meeting						
2.1	Prepare Admin Initial Study and NOP	4.0		32.0	4.0		40.0
2.2	Prepare NOP for Public Review	1.0		4.0		\$ 600.00	5.0
2.3	Scoping Meeting	5.0		5.0		\$ 75.00	10.0
	<i>Subtotal</i>	10.0	0.0	36.0	4.0		50.0
	<i>Task 2</i>	\$ 1,500.00	\$ -	\$ 3,780.00	\$ 380.00	\$ 675.00	\$ 6,335.00
3	Prepare Administrative Draft EIR						
3.1	Cover/Table of Contents/Graphics/GIS	1.0	2.0		12.0		15.0
3.2	Executive Summary/Introduction	1.0		8.0			9.0
3.3	Project Description	2.0		6.0			8.0
3.4	Aesthetics	2.0	12.0				14.0
3.5	Agricultural Resources	2.0	12.0				14.0
3.6	Air Quality (including Health Risk Assessment)	2.0		125.0			127.0
3.7	Biological Resources	24.0	1.0				25.0
3.8	Cultural Resources	2.0		8.0			10.0
3.9	Geology/Soils	2.0	12.0				14.0
3.10	Greenhouse Gases and Climate Change	2.0		32.0			34.0
3.11	Hazards/Hazardous Materials	2.0		12.0			14.0
3.12	Hydrology/Water Quality	2.0	18.0				20.0
3.13	Land Use Planning and Population	2.0	18.0				20.0
3.14	Noise	2.0		8.0			10.0
3.15	Public Services	2.0	18.0				20.0
3.16	Transportation/Circulation	2.0		12.0			14.0
3.17	Utilities	2.0		18.0			20.0
3.18	Cumulative Impacts	2.0	2.0	22.0			26.0
3.19	Alternatives	2.0	24.0				26.0
3.20	Other Mandated CEQA Sections	1.0	12.0				13.0
3.21	Report Preparers and References	1.0					1.0
3.22	Produce Admin. Draft EIR	4.0			8.0	\$ 300.00	12.0
3.24	Document Preparation/Management	12.0	1.0	1.0	2.0		16.0
	<i>Subtotal</i>	76.0	132.0	252.0	22.0		482.0
	<i>Task 3</i>	\$ 11,400.00	\$ 15,180.00	\$ 26,460.00	\$ 2,090.00	\$ 300.00	\$ 55,430
4	Prepare Screen-check Draft EIR						
4.1	Document Revisions	34.0	12.0	12.0	8.0		66.0
4.2	Document Preparation/Management	6.0	1.0	1.0	8.0		16.0
	<i>Subtotal</i>	40.0	13.0	13.0	16.0		82.0
	<i>Task 4</i>	\$ 6,000.00	\$ 1,495.00	\$ 1,365.00	\$ 1,520.00	\$ -	\$10,380
5	Prepare Public Draft EIR						
5.1	Document Revisions	4.0			2.0		6.0
5.2	Document Preparation/Management	6.0	1.0	1.0	8.0	\$ 3,500.00	16.0
	<i>Subtotal</i>	10.0	1.0	1.0	10.0		22.0
	<i>Task 5</i>	\$ 1,500.00	\$ 115.00	\$ 105.00	\$ 950.00	\$ 3,500.00	\$6,170
6	Prepare Admin Final EIR						
6.1	Introduction	1.0	10.0				11.0
6.2	Overview of Comments Received	8.0	16.0				24.0
6.3	Response to Comments	24.0	18.0	18.0			60.0
6.4	Mitigation Monitoring and Reporting	8.0			8.0	\$ 300.00	16.0
6.5	Produce 1st Admin. Final EIR	8.0			8.0	\$ 300.00	16.0
6.6	Revise/Produce 2nd Admin. Draft EIR	8.0	2.0	2.0	8.0	\$ 300.00	20.0
6.7	Document Preparation/Management	2.0			2.0		4.0
	<i>Subtotal</i>	59.0	46.0	20.0	26.0		151.0
	<i>Task 6</i>	\$ 8,850.00	\$ 5,290.00	\$ 2,100.00	\$ 2,470.00	\$ 900.00	\$19,610
7	Prepare Screen-check Final EIR						
7.1	Document Revisions	4.0	12.0				16.0
7.2	Document Preparation	4.0			8.0	\$ 2,600.00	12.0
	<i>Subtotal</i>	8.0	12.0	0.0	8.0		28.0
	<i>Task 7</i>	\$ 1,200.00	\$ 1,380.00	\$ -	\$ 760.00	\$ 2,600.00	\$5,940
8	Prepare Final EIR						
8.1	Document Revisions	4.0					4.0
8.2	Document Preparation	4.0			8.0	\$ 2,600.00	12.0

Task #	Task Description	McMurtry Project Manager \$150	Carroll Senior \$115	Smith Associate \$105	De Novo Support \$95	Direct Costs	Totals
	Subtotal	8.0	0.0	0.0	8.0		16.0
	Task 7	\$ 1,200.00	\$ -	\$ -	\$ 760.00	\$ 2,600.00	\$4,560
9	Public Meetings						
9.1	Public scoping meeting	6.0				\$ 150.00	156.0
9.2	Two Planning Commission meetings	12.0				\$ 75.00	12.0
9.3	Two City Council meetings	12.0				\$ 75.00	12.0
	Subtotal	30.0	0.0	0.0	0.0	\$ 300.00	30.0
	Task 9	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 4,800.00
10	Staff Report/Findings/Statement of Overriding Considerations						
10.1	Prepare Admin. Findings/Overriding Considerations	12.0	12.0				24.0
10.2	Prepare Final Findings/Overriding Considerations	6.0					6.0
10.3	Prepare Notice of Determination	1.0					1.0
	Subtotal	19.0	12.0	0.0	0.0		31.0
	Task 10	\$ 2,850.00	\$ 1,380.00	\$ -	\$ -	\$ -	\$ 4,230.00
11	Administration/Project Management						
11.1	Project Management/Coordination	24.0	2.0	2.0			28.0
11.2	Administration	12.0	1.0	1.0	2.0	\$ 750.00	766.0
	Subtotal	36.0	3.0	3.0	2.0		44.0
	Task 11	\$ 5,400.00	\$ 345.00	\$ 315.00	\$ 190.00	\$ 750.00	\$ 7,000.00
De Novo Project Totals							
	Project Hours	299	219	328	96		942.0
	Project Cost	\$ 44,850.00	\$ 25,185.00	\$ 34,440.00	\$ 9,120.00	\$ 11,725.00	\$125,320
Subconsultant Project Totals							
	Fehr and Peers Consultants (Traffic Study)						\$19,900.00
	Peak Associates (Cultural Study)						\$5,700.00
	Saxelby (Noise Study)						\$7,900.00
Subconsultant Project Cost							\$33,500.00
Total Project Cost							\$ 158,820.00
Optional Task							
	LAFCO Hearing Attendance						\$ 900.00



De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

De Novo is committed to practices that demonstrate sustainability and stewardship. Our company provides a working environment that enables our team members to make contributions to improving the environment in which we live.

1020 SUNCAST LANE, SUITE 106 | EL DORADO HILLS, CA 95762
info@denovoplanning.com | TEL 916-580-9818

ITEM 4.6

CITY MANAGER'S REPORT AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE PROFESSIONAL TECHNICAL SERVICES
AND SUPPORT AGREEMENT WITH MCC CONTROLS
LLC DBA PRIMEX FOR SCADA SYSTEM**

RECOMMENDATION: **Adopt a Resolution Approving a Professional
Technical Services and Support Agreement with MCC
Controls LLC DBA PRIMEX for the City of Lathrop's
Supervisory Control and Data Acquisition (SCADA)
System**

SUMMARY:

The City of Lathrop's Supervisory Control and Data Acquisition (SCADA) System monitors and controls the City's common infrastructure in the following utility groups: Water system, Storm Water system, Wastewater system, and Recycled Water system equipment. MCC Controls LLC DBA PRIMEX (PRIMEX) has provided SCADA equipment, configuration, integration, and programming services that are proprietary to PRIMEX. Additionally, PRIMEX is familiar with the City's infrastructure, operations, and security systems that are currently in place.

Staff requests City Council approve a Technical Services and Support Agreement with PRIMEX for the Supervisory Control and Data Acquisition (SCADA) System. Sufficient funds have been included in the approved budget for fiscal year (FY) 20/21 annual cost.

BACKGROUND:

Since 2004 PRIMEX has provided SCADA equipment, configuration, integration, and programming services to the City. PRIMEX is highly trained, experienced, and competent to continue to provide SCADA technical services and support.

The City's current Technical Services and Support Agreement with PRIMEX requires renewal. PRIMEX has provided a proposal for continued technical and support services dated July 21, 2020 that includes support services for common infrastructure in the following utility groups: Water System, Storm Water System, Waste Water System, Recycled Water System and the Lathrop Consolidated Treatment Facility.

The proposed technical services and support agreement with PRIMEX is for a two (2) year term (\$69,160 for FY 20/21 and \$74,120 for FY 21/22) for a total cost of \$143,280.

REASON FOR RECOMMENDATION:

The City's SCADA Technical Services and Support Agreement is necessary to ensure efficient and effective operation of the City's SCADA system.

CITY MANAGER'S REPORT
AUGUST 10, 2020 CITY COUNCIL MEETING
APPROVE PROFESSIONAL TECHNICAL SERVICES AND SUPPORT AGREEMENT
WITH MCC CONTROLS LLC DBA PRIMEX FOR SCADA SYTEM

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FISCAL IMPACT:

FY 20/21 annual cost for the SCADA technical and support services with PRIMEX has been included in various districts in the approved budget.


ATTACHMENTS:

- A. Resolution Approving a Technical Services and Support Agreement with PRIMEX for the City's Supervisory Control and Data Acquisition (SCADA) System
- B. PRIMEX Technical Services and Support Agreement

CITY MANAGER'S REPORT
AUGUST 10, 2020 CITY COUNCIL MEETING
APPROVE PROFESSIONAL TECHNICAL SERVICES AND SUPPORT AGREEMENT
WITH MCC CONTROLS LLC DBA PRIMEX FOR SCADA SYTEM

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APPROVALS:



Tony Fernandes
Chief Information Officer

8-3-2020

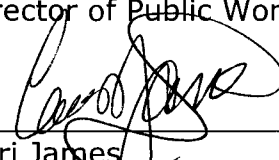
Date



Michael King
Director of Public Works

8-4-2020

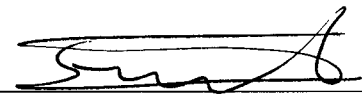
Date



Cari James
Finance & Administrative
Services Director

8/5/2020


Date



Salvador Navarrete
City Attorney

8-4-2020

Date



Stephen J. Salvatore
City Manager

8-5-2020

Date

RESOLUTION NO. 20 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE A TECHNICAL SERVICES AND SUPPORT AGREEMENT WITH PRIMEX FOR THE CITY'S SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM

WHEREAS, the City's SCADA system is used for monitoring, remote control, data logging and alarms; and

WHEREAS, MCC Controls LLC DBA PRIMEX (PRIMEX) has provided SCADA equipment, configuration, integration, and programming services that are proprietary to PRIMEX and therefore staff recommends renewal of the current technical and support agreement; and

WHEREAS, PRIMEX is specially trained, experienced, and competent to continue to provide SCADA technical services and support; and

WHEREAS, PRIMEX has provided a two (2) year technical services and support proposal (\$69,160 for FY 20/21 and \$74,120 for FY 21/22) for a total cost of \$143,280; and

WHEREAS, the annual cost for the SCADA technical and support services with PRIMEX has been included in the Water, Storm Water, Wastewater, and Recycled Water funds in the approved FY 20/21 budget.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve a Technical Services and Support Agreement with PRIMEX for the City's SCADA system for a two (2) year term (\$69,160 for FY 20/21 and \$74,120 for FY 21/22) for a total cost of \$143,280.

The foregoing resolution was passed and adopted this 10th day of August 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:


ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

**AGREEMENT FOR PROFESSIONAL TECHNICAL SERVICES AND
SUPPORT WITH MCC CONTROLS LLC DBA PRIMEX**

**FOR SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)
SYSTEM SOFTWARE**

THIS AGREEMENT, dated for convenience this _____ day of **August 2020** is by and between **MCC Controls LLC dba PRIMEX** ("CONSULTANT") and the City of Lathrop, a California municipal corporation ("CITY"):

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to provide Professional SCADA Technical Services and Support, which are required by this agreement; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications as the City's Sole Integrator for SCADA Systems; and

WHEREAS, CONSULTANT is willing to render such professional technical services and support, 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 provide Professional SCADA Technical Services and Support in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

(2) Compensation

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$143,280**, for a two-year contract, at a rate of \$69,160 for FY 20/21 and \$74,120 for FY 21/22, for maintenance and support services as identified and set forth in Exhibit "A". CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work.

CITY OF LATHROP – PROFESSIONAL TECHNICAL SERVICES AND SUPPORT
AGREEMENT WITH MCC CONTROLS DBA PRIMEX - FOR SUPERVISORY
CONTROL AND DATA ACQUISITION (SCADA) SYSTEM SOFTWARE

(3) Effective Date and Term

The term of this Contract will be from **August _____, 2020**, through **June 30, 2022**.

(4) Independent Contractor Status

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

(5) Billings

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

(6) Advice and Status Reporting

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

(7) Assignment of Personnel

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so upon written request with a reason or explanation for its request, and providing the request would not result in undue hardship to CONSULTANT or render them unable to fulfill terms of this agreement.

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

CITY OF LATHROP – PROFESSIONAL TECHNICAL SERVICES AND SUPPORT
AGREEMENT WITH MCC CONTROLS DBA PRIMEX - FOR SUPERVISORY
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(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 herein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative, which shall not be unreasonably withheld. 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 (\$1,000,000). In the alternative, CONSULTANT may rely on a self - insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than two million dollars (\$2,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit

CITY OF LATHROP – PROFESSIONAL TECHNICAL SERVICES AND SUPPORT
AGREEMENT WITH MCC CONTROLS DBA PRIMEX - FOR SUPERVISORY
CONTROL AND DATA ACQUISITION (SCADA) SYSTEM SOFTWARE

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 00 01 (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.

CITY OF LATHROP – PROFESSIONAL TECHNICAL SERVICES AND SUPPORT
AGREEMENT WITH MCC CONTROLS DBA PRIMEX - FOR SUPERVISORY
CONTROL AND DATA ACQUISITION (SCADA) SYSTEM SOFTWARE

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

CITY OF LATHROP – PROFESSIONAL TECHNICAL SERVICES AND SUPPORT
AGREEMENT WITH MCC CONTROLS DBA PRIMEX - FOR SUPERVISORY
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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.

CITY OF LATHROP – PROFESSIONAL TECHNICAL SERVICES AND SUPPORT
AGREEMENT WITH MCC CONTROLS DBA PRIMEX - FOR SUPERVISORY
CONTROL AND DATA ACQUISITION (SCADA) SYSTEM SOFTWARE

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

(11) Licenses

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

(12) Business Licenses

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

CITY OF LATHROP – PROFESSIONAL TECHNICAL SERVICES AND SUPPORT
AGREEMENT WITH MCC CONTROLS DBA PRIMEX - FOR SUPERVISORY
CONTROL AND DATA ACQUISITION (SCADA) SYSTEM SOFTWARE

(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 any services already performed, goods delivered up to date of change or already in production, and actual costs reasonably incurred for non-returnable materials already procured by CONSULTANT to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

(14) Funding

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

(15) Notices

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

CITY OF LATHROP – PROFESSIONAL TECHNICAL SERVICES AND SUPPORT
AGREEMENT WITH MCC CONTROLS DBA PRIMEX - FOR SUPERVISORY
CONTROL AND DATA ACQUISITION (SCADA) SYSTEM SOFTWARE

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

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

To Consultant: MCC Controls LLC dba PRIMEX
859 Cotting Ct., Suite G
Vacaville, CA 95688
Phone: (707) 449-0341
Fax: (707) 449-633

(16) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

CITY OF LATHROP – PROFESSIONAL TECHNICAL SERVICES AND SUPPORT
AGREEMENT WITH MCC CONTROLS DBA PRIMEX - FOR SUPERVISORY
CONTROL AND DATA ACQUISITION (SCADA) SYSTEM SOFTWARE

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

CITY OF LATHROP – PROFESSIONAL TECHNICAL SERVICES AND SUPPORT
AGREEMENT WITH MCC CONTROLS DBA PRIMEX - FOR SUPERVISORY
CONTROL AND DATA ACQUISITION (SCADA) SYSTEM SOFTWARE

(17) Notice to Proceed

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

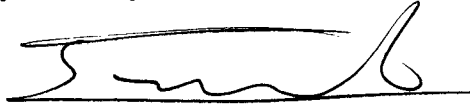
(18) Signatures

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

CITY OF LATHROP – PROFESSIONAL TECHNICAL SERVICES AND SUPPORT
WITH MCC CONTROLS DBA PRIMEX – FOR SUPERVISORY CONTROL AND
DATA ACQUISITION (SCADA) SYSTEM SOFTWARE

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

8-4-2020

Date

Recommended for Approval:

City of Lathrop
Public Works Director

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Consultant:

MCC Controls LLC dba Primex
859 Cotting Ct. Ste. G
Vacaville, CA 95688

Fed ID # _____
Business License # **41543**

Signature

Date

Print Name and Title



PRIMEX

Exhibit A

MCC Controls LLC DBA PRIMEX
860 Cotting Ct. Ste G
Vacaville, CA 95688

Phone 707.449.0341
Fax 707.449.6333

Date: 7/21/2020
To: City of Lathrop
Attention: Tony Fernandes
From: Michael Anderson

PRIMEX Quote # 200721MA01
Regarding: City of Lathrop Technical Services and Support Agreement for SCADA System Software
2020-2022
Terms SERVICE CONTRACT

This proposal details all materials and services we intend to provide for the above referenced project.

Be sure to reference General Notes following the scope listing.

This proposal expires 45 days after the date noted above.

Regular maintenance for all sites is included under the appropriate
quarter/group provided their 1 year hardware warranty period has ended.

Scope of Work for Fiscal Year 2020 - 2021

Item #	Qty.	Description	Line Item Price
1	1	Standard Technical Support Services Software Custody Assigned and Dedicated Customer Manager Support ends June 30th, 2021.	\$ 13,480.00

Quarterly SCADA System Updates

Install Ignition software updates
Install operating system updates
Test & verify operation of system after updates
SCADA updates will be scheduled for July 2020, October 2020, January 2021
and April 2021.

Tasks to be completed:

SCADA Updates, Inspections, and Backups (performed quarterly):

- Inspect SCADA dashboard at master, backup, and CTF sites. Note any warnings or errors
- Backup SCADA configuration/programming from primary server & CTF server.
- Verify database size, growth rates, and backup performance. Note any storage concerns and notify city. This must be done primary historical database and CTF local database

Control Networks (DeviceNet, CIP) Inspection:

- Connect to network master node and collect snapshot of network statistics
- Inspect network media, connectors, terminators, and insulation.
- Note the condition of the network in written report to City IT Department, with recommendations.



MCC Controls LLC DBA PRIMEX
860 Cotting Ct. Ste G
Vacaville, CA 95688

Phone 707.449.0341
Fax 707.449.6333

On-Site Equipment Verification & Backup:

- Go online with PLC, verify offline program
- If match, go offline, SAVE AS with same version number but with today's date, then read from controller and SAVE.
- If no match, go offline, SAVE AS with new version number (increment by 01) and today's date, then read from controller and SAVE, go online in combined and verify match.
- While online, check battery status coil to see if battery requires replacement. If yes, replace battery (if on hand) or note battery required so it can be replaced.
- If Maple Alpha-numeric OIT:
 - Upload OIT program and SAVE.
 - Zip and SAVE with same version but new date.
- If Magelis has SD flash card, copy PLC program file to SD card.
 - Note if Magelis does not have flash card for future upgrade.
- Copy revised PLC and OIT programs to "current" folders on Corporation Yard SCADA machine and MCC server. Move previous versions to "old" folders.
- Note any other maintenance needs.
- Use ProSoft radio software to check signal strength and radio performance, record findings.
- Prepare written report for each site and submitted to City IT Department including any recommendations.

2	Lot	Group 1 Common Infrastructure Corporation Yard Polling PLC SCADA Annual service performed by December 31, 2020 (or as requested by City Staff)	\$ 13,780.00
3	Lot	Group 2 Water System Booster Pump Station 1 Booster Pump Station 2 Booster Pump Station 3 Booster Pump Station 4 Booster Pump Station 5 - River Islands (Warranty through June 2021)* Booster Pump Station 6 (to be online in Spring 2021)* LAWTF Well 6 Well 7 Well 8 Well 9 Well 10 Well 21 SSJID L1 Turnout Pump Station SSJID L2 Turnout Pump Station (Warranty through June 2021)* Annual service performed by March 31, 2021 (or as requested by City Staff)	\$ 8,870.00



MCC Controls LLC DBA PRIMEX
860 Cotting Ct. Ste G
Vacaville, CA 95688

Phone 707.449.0341
Fax 707.449.6333

4	Lot	Group 3 Storm Water System	\$ 15,190.00
		M1 SDPS	
		M2 SDPS	
		M3 SDPS	
		M5 SDPS	
		M6 SDPS	
		Camish Pond	
		Crossroads SDPS	
		Dos Reis SDPS	
		Easy Court SDLS	
		Horizon Park SDLS	
		J Street SDLS	
		Libby Park SDPS	
		Louise Ave SDLS	
		Marketplace Valve	
		Milestone SDPS	
		N Street SDLS	
		New Harlan Road SDLS	
		Old Harlan Road SDLS	
		San Joaquin River SDPS	
		South Lathrop SDPS (Warranty through January 2021)	
		Stanford Crossing SDPS 1, 2 & 4	
		Stonebridge SDPS	
		Thomsen Park SDLS	
		Valley Crossing SDLS	
		Woodfield SDLS	
		Annual service performed by March 31, 2021 (or as requested by City Staff)	
5	Lot	Group 4 Waste Water System	\$ 8,370.00
		Easy Court WWLS	
		Harlan Road WWPS	
		Industrial Park	
		J Street WWPS	
		Louise Ave WWPS	
		McKinley Ave WWPS	
		Mossdale WWPS	
		O Street WWPS	
		River Islands 2A WWPS	
		River Islands Main WWPS (Warranty through June 2021)*	
		River Islands Temporary WWPS	
		South Lathrop WWPS (Warranty through January 2021)*	
		SSI	
		Stanford Crossing WWPS	
		Stonebridge WWPS	
		Valley Crossing WWLS	
		Woodfield WWLS	
		WQCF	
		Annual service performed by September 30, 2020 (or as requested by City Staff)	



PRIMEX[®]

MCC Controls LLC DBA PRIMEX
860 Cotting Ct. Ste G
Vacaville, CA 95688

Phone 707.449.0341
Fax 707.449.6333

6	Lot	Group 5 Recycled Water System S2 S5 S6 S16 - River Islands (Warranty through June 2021)* S28 River Islands Flushing Station River Islands Flushing Station 2A Annual service performed by December 31, 2020 (or as requested by City Staff)	\$	3,160.00
7	Lot	Group 6 CTF CP-1 - Includes DeviceNet configuration backup & network media inspection CP-1A CP-C CP-2 Crossroads Recycled Water Lift Station Crossroads Sewer Lift Station Effluent Pump Station Headworks 1 Headworks 2 Headworks 3 Headworks 4 Pond Irrigation Pump Station Annual service performed by June 30, 2021 (or as requested by City Staff)	\$	6,310.00

- * Any sites marked with an asterisk will be maintained under the original startup warranty during this service contract period. Because these sites are covered under warranty they do not add to the cost of the service contract.

The total price for the scope of work above is: \$ 69,160.00

General Notes:

1. Prices quoted above include sales tax and travel to the jobsite.
2. Terms and Conditions of sale: Upon PRIMEX approval of customer credit, PRIMEX will extend 30-day payment terms on invoices for deliverables provided per this scope of work. Deliverables are FOB – PRIMEX Vacaville, CA, with freight allowed (unless specifically noted otherwise in this proposal). Customer may accept this proposal by signature here-on, or by separate purchase order.



Scope of Work for Fiscal Year 2021 - 2022

Item #	Qty.	Description	Line Item Price
1	1	Standard Technical Support Services Software Custody Assigned and Dedicated Customer Manager Support ends June 30th, 2022.	\$ 13,480.00

Quarterly SCADA System Updates

Install Ignition software updates
 Install operating system updates
 Test & verify operation of system after updates
 SCADA updates will be scheduled for July 2021, October 2021, January 2022 and April 2022.

Tasks to be completed:

SCADA Updates, Inspections, and Backups (performed quarterly):

- Inspect SCADA dashboard at master, backup, and CTF sites. Note any warnings or errors
- Backup SCADA configuration/programming from primary server & CTF server.
- Verify database size, growth rates, and backup performance. Note any storage concerns and notify city. This must be done primary historical database and CTF local database

Control Networks (DeviceNet, CIP) Inspection:

- Connect to network master node and collect snapshot of network statistics
- Inspect network media, connectors, terminators, and insulation.
- Note the condition of the network in written report to City IT Department, with recommendations.

On-Site Equipment Verification & Backup:

- Go online with PLC, verify offline program
- If match, go offline, SAVE AS with same version number but with today's date, then read from controller and SAVE.
- If no match, go offline, SAVE AS with new version number (increment by 01) and today's date, then read from controller and SAVE, go online in combined and verify match.
- While online, check battery status coil to see if battery requires replacement. If yes, replace battery (if on hand) or note battery required so it can be replaced.
- If Maple Alpha-numeric OIT:
 - Upload OIT program and SAVE.
 - Zip and SAVE with same version but new date.
- If Magelis has SD flash card, copy PLC program file to SD card.
 - Note if Magelis does not have flash card for future upgrade.
- Copy revised PLC and OIT programs to "current" folders on Corporation Yard SCADA machine and MCC server. Move previous versions to "old" folders.
- Note any other maintenance needs.
- Use ProSoft radio software to check signal strength and radio performance, record findings.
- Prepare written report for each site and submitted to City IT Department including any recommendations.



2	Lot	Group 1 Common Infrastructure Corporation Yard Polling PLC SCADA Annual service performed by December 31, 2021 (or as requested by City Staff)	\$ 13,780.00
3	Lot	Group 2 Water System Booster Pump Station 1 Booster Pump Station 2 Booster Pump Station 3 Booster Pump Station 4 Booster Pump Station 5 Booster Pump Station 6 LAWTF Well 6 Well 7 Well 8 Well 9 Well 10 Well 21 SSJID L1 Turnout Pump Station SSJID L2 Turnout Pump Station Annual service performed by March 31, 2022 (or as requested by City Staff)	\$ 11,530.00
4	Lot	Group 3 Storm Water System M1 SDPS M2 SDPS M3 SDPS M5 SDPS M6 SDPS Camish Pond Crossroads SDPS Dos Reis SDPS Easy Court SDLS Horizon Park SDLS J Street SDLS Libby Park SDPS Louise Ave SDLS Marketplace Valve Milestone SDPS N Street SDLS New Harlan Road SDLS Old Harlan Road SDLS San Joaquin River SDPS South Lathrop SDPS Stanford Crossing SDPS 1, 2 & 4 Stonebridge SDPS Thomsen Park SDLS Valley Crossing SDLS Woodfield SDLS Annual service performed by March 31, 2022 (or as requested by City Staff)	\$ 15,190.00



5	Lot	Group 4 Waste Water System Easy Court WWLS Harlan Road WWPS Industrial Park J Street WWPS Louise Ave WWPS McKinley Ave WWPS Mossdale WWPS O Street WWPS River Islands 2A WWPS River Islands Main WWPS River Islands Temporary WWPS South Lathrop WWPS SSI Stanford Crossing WWPS Stonebridge WWPS Valley Crossing WWLS Woodfield WWLS WQCF Annual service performed by September 30, 2021 (or as requested by City Staff)	\$	9,890.00
6	Lot	Group 5 Recycled Water System S2 S5 S6 S16 - River Islands S28 River Islands Flushing Station River Islands Flushing Station 2A Annual service performed by December 31, 2021 (or as requested by City Staff)	\$	3,940.00



7	Lot	Group 6 CTF	\$	6,310.00
		CP-1 - Includes DeviceNet configuration backup & network media inspection		
		CP-1A		
		CP-C		
		CP-2		
		Crossroads Recycled Water Lift Station		
		Crossroads Sewer Lift Station		
		Effluent Pump Station		
		Headworks 1		
		Headworks 2		
		Headworks 3		
		Headworks 4		
		Pond Irrigation Pump Station		
		Annual service performed by June 30, 2022 (or as requested by City Staff)		

- * Any sites marked with an asterisk will be maintained under the original startup warranty during this service contract period. Because these sites are covered under warranty they do not add to the cost of the service contract.

The total price for the scope of work above is: \$ 74,120.00

The total price for the two year fiscal period 2020 - 2022 is: \$143,280.00

General Notes:

1. Prices quoted above **include** sales tax and travel to the jobsite.
2. Terms and Conditions of sale: Upon PRIMEX approval of customer credit, PRIMEX will extend 30-day payment terms on invoices for deliverables provided per this scope of work. Deliverables are FOB – PRIMEX Vacaville, CA, with freight allowed (unless specifically noted otherwise in this proposal). Customer may accept this proposal by signature here-on, or by separate purchase order.

Please call or email with any questions.

Sincerely,

Michael Anderson



MCC Controls LLC DBA PRIMEX
859 Cotting Ct. Ste G
Vacaville, CA 95688

www.primexcontrols.com

Phone 707.449.0341
Fax 707.449.6333

2020 Technical Service Rates

The following preferred rates are effective for services outside of the maintenance contract scope of work for the duration of the maintenance agreement.

Service Type	Preferred Hourly Rates	Travel Rates
PLC & SCADA System Programmer	\$197	
Field Service Technician	\$125	
Design & Engineering	\$197	
Project Management	\$172	
Manufacturing Services	\$100	
Drafting	\$105	
Mileage		\$0.80/mile
Per Diem		\$35 meal per
Travel Expenses (Hotel, Airfare etc.)		Cost + 10%

After Hours / Escalation Services

24/7 Emergency Phone Support via Phone Tree
Next Business Day Service Scheduling for Emergencies
Each service call will be invoiced at the PRIMEX "Preferred Hourly Rates", and invoiced in the month the service was provided.

- Preferred customers enjoy priority scheduling ahead of non preferred customers. There is no minimum trip charge for preferred customers. See below for after hours, overtime, and holiday service rate multipliers.
- In addition to the rates above, customers will pay incurred travel costs, including mileage, airfare, hotels, and meals.

Service Rate Multipliers

Description	Multiply Rate By:
Overtime – More than eight (8) hours worked in a day (excluding travel time)	1.5
Weekends – Work performed on Saturday or Sunday	1.5
After-Hours – Work performed between 6:00pm and 6:00am	1.5
Holiday – Work performed on a PRIMEX-observed holiday, or a holiday falling on a	2.0

ITEM 4.7

CITY MANAGER'S REPORT AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING

ITEM: **SSJID WATER SUPPLY DEVELOPMENT AND OPERATING AGREEMENT**

RECOMMENDATION: **Adopt Resolution Approving a Water Supply Development and Operating Agreement with the South San Joaquin Irrigation District**

SUMMARY:

The City of Lathrop purchases a portion of its potable drinking water from the South San Joaquin Irrigation District (SSJID). In October 1995, the City entered into the initial Water Supply Development Agreement (WSDA) with SSJID. The WSDA defines how much water the City is entitled to, how to obtain the water and terms of payment.

The original WSDA was written 25 years ago, it includes funding options that were not chosen for the original facility, it lacks needed details regarding operation of the facility, and so it is time to replace it with an updated Agreement.

Staff has worked with SSJID, as well as other Cities that purchase treated surface water from SSJID, to develop an updated WSDA. Staff requests Council adopt a resolution approving an updated Water Supply Development and Operating Agreement with SSJID

BACKGROUND:

In October 1995, the City of Lathrop entered into the initial Water Supply Development Agreement (WSDA) with SSJID to provide treated surface water to the City and other project participants including the cities of Escalon, Manteca and Tracy. The initial WSDA defined and established annual allotments of surface water for each project participant for an initial Phase I and future Phase II allotments to support new development. The South County Water Supply Project (Project) included construction of the DeGroot Water Treatment Plant located at Woodside Reservoir near the City of Escalon, conveyance pipelines, and turnout facilities to deliver the treated water to each of the project participants. Delivery of treated surface water began in 2005.

The initial project participant agreements have been amended several times over the years, which included the sale of a portion of the City of Lathrop's initial Phase I allotment to the City of Tracy in 2013. The original WSDA was written 25 years ago, it includes funding options that were not chosen for the original facility, it lacks needed details regarding operation of the facility, and so it is time to replace it with an updated Agreement.

CITY MANAGER'S REPORT
AUGUST 10, 2020, CITY COUNCIL REGULAR MEETING
SSJID WATER SUPPLY DEVELOPMENT AND OPERATING AGREEMENT

PAGE 2

The project participants now desire to enter into a Water Supply Development and Operating Agreement to supersede and replace the initial WSDA in its entirety, without disturbing the subsequent side agreements between SSJID and the individual project participants. By entering into this Water Supply Development and Operating Agreement, the City and other project participants intend to preserve their ability to receive treated surface water according to their Phase I allotment into the future through the existing facilities and subsequent construction of the Phase II Project facilities. The Water Supply Development and Operating Agreement also establishes the terms and conditions under which each project participant obtains the right to acquire and obligation to pay for treated water from the Project.

REASON FOR RECOMMENDATION:

By entering into this updated Water Supply Development and Operating Agreement, the City and the other project participants intend to preserve their ability to receive treated surface water from SSJID into the future through the existing Phase I facilities and subsequent construction of the Phase II Project facilities and to clarify how the facility is to be operated.

FISCAL IMPACT:

No fiscal impacts are associated with this action. The City will continue be invoiced by SSJID for the treated surface water and capital improvements under the updated Water Supply Development and Operating Agreement using similar rates and procedures as per the existing agreement.

ATTACHMENTS:

- A. Resolution Approving a Water Supply Development and Operating Agreement with the South San Joaquin Irrigation District
- B. Water Supply Development and Operating Agreement with the South San Joaquin Irrigation District

**CITY MANAGER'S REPORT
AUGUST 10, 2020, CITY COUNCIL REGULAR MEETING
SSJID WATER SUPPLY DEVELOPMENT AND OPERATING AGREEMENT**

PAGE 3

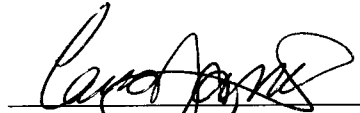
APPROVALS



Michael King
Director of Public Works

8-4-20

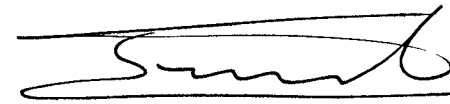
Date



Cari James
Finance & Administrative
Services Director

8/5/2020

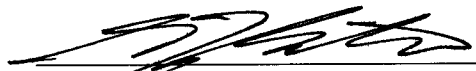
Date



Salvador Navarrete
City Attorney

8-4-2020

Date



Stephen J. Salvatore
City Manager

8-5-2020

Date

RESOLUTION NO. 20 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A WATER SUPPLY DEVELOPMENT AND OPERATING AGREEMENT WITH THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT

WHEREAS, in October 1995, the City of Lathrop entered into the initial Water Supply Development Agreement (WSDA) with SSJID to provide treated surface water to the City and other project participants including the cities of Escalon, Manteca and Tracy; and

WHEREAS, the initial WSDA defined and established annual allotments of surface water for each project participant for an initial Phase I and future Phase II allotments to support new development; and

WHEREAS, the South County Water Supply Project (Project) included construction of the DeGroot Water Treatment Plant located at Woodside Reservoir near the City of Escalon, conveyance pipelines, and turnout facilities to deliver the treated water to each of the project participants; and

WHEREAS, delivery of treated surface water began in 2005, and the initial project participant agreements have been amended several times over the years, which included the sale of a portion of the City of Lathrop's initial Phase I allotment to the City of Tracy in 2013; and

WHEREAS, the original WSDA was written 25 years ago, it includes funding options that were not chosen for the original facility, it lacks needed details regarding operation of the facility, and so it is time to replace it with an updated Agreement; and

WHEREAS, the project participants now desire to enter into an updated Water Supply Development and Operating Agreement to supersede and replace the initial WSDA in its entirety, without disturbing the subsequent side agreements between SSJID and the individual project participants; and

WHEREAS, by entering into this updated Water Supply Development and Operating Agreement, the City and other project participants intend to preserve their ability to receive treated surface water according to their Phase I allotment into the future through the existing facilities and subsequent construction of the Phase II Project facilities, and

WHEREAS, the updated Water Supply Development and Operating Agreement establishes the terms and conditions under which each project participant obtains the right to acquire and obligation to pay for treated water from the Project.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve a Water Supply Development and Operating Agreement with the South San Joaquin Irrigation District.

The foregoing resolution was passed and adopted this 10th day of August 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

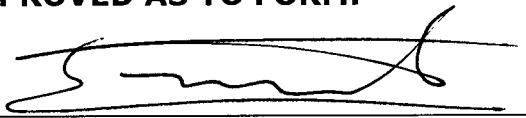
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

WATER SUPPLY DEVELOPMENT AND OPERATING AGREEMENT

This Water Supply Development and Operating Agreement ("Water Supply Agreement"), dated as of **August 10th, 2020**, by and between the South San Joaquin Irrigation District (the "District"), an irrigation district duly organized and existing pursuant to the Irrigation District Act (the "Irrigation District Act"), commencing with California Water Code, Section 20500 and the City of Lathrop (the "City"), a municipal corporation created pursuant to the constitution and laws of the State of California. The District and City are referred in this Water Supply Agreement collectively as "Parties" and individually as "Party."

RECITALS

- A. WHEREAS, on or about October 1, 1995, the City entered into the Initial Agreement with the District to provide for the construction, operation, and financing of the Project and to specify the City's right to acquire by purchase, treated water up to the amount specified as the City's Project Allotment in the Initial Agreement (capitalized terms used herein have the meanings set forth in Section 2); and
- B. WHEREAS, all Project Participants entered into an Initial Project Participant Agreement with the District, similar to the Initial Agreement, to fund and construct the Project and to specify each Project Participant's right to acquire treated water; and
- C. WHEREAS, the District after consultation with the Operating Committee, constructed the Project with the Assigned Capacity of the Water Treatment Plant and the capacity of each Reach of the Project to serve the City with the flow rate requested by the City as was agreed to by the City. The cost of the Project was divided among the Project Participants, pro rata using Project Allotments and Assigned Capacities as the allocation factors; and
- D. WHEREAS, the various Initial Project Participant Agreements were amended as follows:
 - 1. On or about July 11, 2000, the District and the City of Manteca and the District and the City of Lathrop, entered into Amendment No. 1 to the Initial Agreement;
 - 2. On or about March 28, 2006, the District and the City of Tracy entered into the "Escalon Amendment to Tracy-SSJID Water Supply Development Agreement" ("Escalon-Tracy Amendment") and the Cities of Escalon, Manteca, and Lathrop consented to the "Escalon-Tracy Amendment;" and
 - 3. In 2013, the District and the Cities of Tracy and Lathrop entered into the "Lathrop-Tracy Purchase, Sale and Amendment Agreement" which increased the City of Tracy's Project Allotment by 1,120 acre feet and

reduced the City of Lathrop's Project Allotment by 1,120 acre-feet. Further, the City of Lathrop's share of Assigned Capacity was reduced by 2 million gallons per day and the City of Tracy's share of Assigned Capacity was increased by 2 million gallons per day;

- E. WHEREAS, the Parties desire to enter into this Water Supply Agreement to supersede and replace the Initial Agreement in its entirety, without disturbing those subsequent side agreements between the District and individual Project Participants referenced as various "Amendments" herein, so long as those Amendments are not in conflict with this Water Supply Agreement. This Water Supply Agreement is intended to extend the City's ability to receive treated water from the Project, to acknowledge and maintain the transfer of water in the "Escalon-Tracy Amendment," to acknowledge the "Lathrop-Tracy Purchase, Sale and Amendment Agreement," and to establish the Parties' understanding of the terms and conditions under which the City obtains the right to acquire and obligation to pay for treated water from the Project; and
- F. WHEREAS, by entering into this Water Supply Agreement, the City intends to preserve its ability to receive treated water from the Project in the future through existing facilities and subsequent construction of the Phase II Project facilities, sufficient to serve the City, and for the sale by the District to the City of the annual Project Allotment quantity of water and certain other matters:

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereto do agree as follows:

Section 1. "Initial Agreement" Superseded.

This Water Supply Agreement supersedes the Initial Agreement, provided however, that all provisions of the Escalon Amendment to Tracy-SSJID Water Supply Development Agreement and the Lathrop-Tracy Purchase, Sale and Amendment Agreement not in conflict with this Water Supply Agreement remain in full effect.

Section 2. Definitions.

The following terms shall, for all purposes of this Water Supply Agreement have the following meanings:

"Additional Project Participant" means the in-District City of Ripon, which executes a Project Participant Water Supply Agreement in accordance with Section 17.

"Amendments" means the amendments to the Initial Agreement referenced in Recital D.

“Annual Budget” is defined in Section 12.

“Assigned Capacity” is a Project Participant’s share of the design peak flow treatment and delivery capacity used as an allocation factor in dividing the original cost of the Project among the Project Participants, and as shown in Exhibit A. Assigned Capacity is additionally used for determining allocation of shortages in Capacity as set forth in Section 7.

“Capacity” means the expected or actual peak flow rate capacity of the Project or a component of the Project at any given time. The unit of measure for Capacity shall be millions of gallons per day which can be used as a measure of flow rate for a time period of any length.

“Capital Facilities Fund” means the fund described in Section 14(d).

“Capital Improvement & Replacement Costs” means the costs of the Project’s capital assets, other than Capital Investment Costs, according to generally accepted accounting principles and the accounting policies of the District. Capital Improvement & Replacement Costs include capital improvements for the Project that do not create new capacity in the Project. Capital Improvement & Replacement Costs include capital assets which jointly benefit the Project and the District apart from the Project. Capital Improvement & Replacement Costs are included in an annual budget pursuant to Section 12 and allocated among Project Participants.

“Capital Investment Costs” means capital costs incurred by District and the Project Participants related to design, right-of-way, CEQA compliance, construction management and construction of the Project. For the purpose of allocating Capital Investment Costs among the Project Participants pursuant to Section 14, the Capital Investment Costs were first allocated among (i) the raw water pipeline to the Water Treatment Plant, (ii) the Water Treatment Plant, and (iii) to each of the Reaches. Each element of Capital Investment Costs was also identified as being most closely related to Assigned Capacity or to Project Allotment. The allocated cost of the raw water pipeline, the Treatment Plant, and each Reach, was then allocated pro rata among the Project Participants on the basis of each Project Participant’s Assigned Capacity and Project Allotment.

"City" has the meaning set forth in the preamble.

“District” has the meaning set forth in the preamble.

"Fixed O&M Costs" means Project Operation and Maintenance Expenses and a reasonable reserve for contingencies, in each case incurred by the District with respect to the Project, irrespective of the amount of water delivered to the Project Participants and which are not Variable O&M Costs. Fixed O&M Costs are included in the Annual Budget pursuant to Section 12, allocated among Project Participants pursuant to Section 14, and invoiced to Project Participants pursuant to Section 15.

“Initial Agreement” means that certain “Water Supply Development

Agreement” dated as of October 1, 1995, by and between the District and the City.

“Initial Project Participant Agreement” means those certain “Water Supply Development Agreements” dated as of October 1, 1995, by and between the District and each Project Participant, other than the City.

"Operating Committee" means the Operating Committee created in accordance with Section 4 of this Water Supply Agreement.

“Phase II Project” means the planning, design and construction of the facilities necessary to deliver additional treated water to Project Participants for the Phase II Project Allotments as shown on Exhibit A, Table 3. The Phase II Project may be developed and constructed in multiple stages.

“Point of Delivery” means a turnout location along the treated water pipeline.

"Project" means certain facilities necessary to deliver treated water to the Project Participants, including the following; (i) a raw water pipeline to the Water Treatment Plant, (ii) the Water Treatment Plant, and (iii) treated water pipeline, tanks and booster stations to convey treated water from the Water Treatment Plant to the Project Participants.

"Project Allotment" means the quantity of treated water each Project Participant is entitled to purchase from the District each Year. The quantity is set forth as acre-feet of treated water per year and is further identified in Exhibit A, Table 3 as the amount of water for “Phase I.” The Project Allotment set forth in Exhibit A, Table 3 may be amended pursuant to Sections 11 and 22. The Project Allotment may be changed to the amount of water indicated as “Phase II” in Exhibit A, Table 3, in accordance with Sections 18 and 23 of this Water Supply Agreement.

"Project Operation and Maintenance Expenses" means the costs incurred by the District for maintaining and operating the Project, calculated in accordance with generally accepted accounting principles, and including a reasonable allocation of general and administrative costs of the District, but excluding in all cases (i) depreciation, replacement and obsolescence charges or reserves, and (ii) costs which under generally accepted accounting principles and the policies of the District are chargeable to a capital asset account. The method for allocating general and administrative costs of the District is prescribed in Section 14.

"Project Participant" means the City and each City listed in Exhibit A executing a Project Participant Water Supply Agreement with the District in substantial conformity with this Water Supply Agreement.

“Project Participant Water Supply Agreement” means each agreement by and between the District and a Project Participant, which is in substantial conformity with this Water Supply Agreement, as the same may be amended or supplemented from time to time.

“Reach” means a segment of the treated water pipeline which conveys treated

water from the Water Treatment Plant to the Project Participants. Each Reach is an entire segment that serves a unique group of downstream project participants. For example, the segment of the treated water pipeline beginning at the Water Treatment Plant and ending at the first Point of Delivery is one of the Reaches because it is the only pipeline segment that serves a unique group, which in the case of the first reach only, is constituted of all Project Participants.

"Requested Delivery Rate" means a temporary rate of flow for delivery to a Project Participant, determined in accordance with Section 7(c). Among the factors the District will consider when evaluating such a delivery rate request are the effects on other Project Participants. Requested Delivery Rate may be more or less than the Project Participant's Assigned Capacity in accordance with Section 7(c).

"Variable O&M Costs" means Project Operation and Maintenance Expenses incurred by the District in an amount which varies with the amount of water delivered to the Project Participants. Variable O&M Costs also include an amount for raw water provided at the District's then-current established rate. Variable O&M Costs are included in the Annual Budget pursuant to Section 12, allocated among Project Participants pursuant to Section 14, and invoiced to Project Participants pursuant to Section 15.

"Water Supply Agreement" means this Water Supply Agreement by and between the District and the City, as the same may be amended or supplemented from time to time. Each Project Participant shall enter into a separate but identical Water Supply Agreement with the District.

"Water Supply Delivery Schedule" means a written request from the City specifying the portion of the City's Project Allotment which the City requests be delivered by the District to the City in each month of a Year in accordance with Section 6.

"Water Treatment Plant" means water treatment facilities including all associated facilities, rights, properties, electrical facilities and associated improvements.

"Year" means the twelve-month period from January 1 through December 31, both dates inclusive.

Section 3. Purpose.

The purpose of this Water Supply Agreement is for the District to sell and deliver water to the City in accordance with its Project Allotment, and to provide the terms and conditions of such treatment, delivery, and sale. The Parties confirm that this Water Supply Agreement constitutes a contractual right to purchase treated water and that no water right is being transferred by the District to the City or any other Project Participant under this Water Supply Agreement. Each Project Participant acknowledges that the District is entering into Project Participant Agreements with cities located within the District and outside the District and upon execution each Project Participant waives any claim such Project Participant may have to the Project Allotment of other Project Participants.

This Water Supply Agreement is also intended to recognize that certain Project

Participants blend their Project Allotment with groundwater in order to meet certain water quality requirements. The District and the Project Participants endeavor, by entering into this Water Supply Agreement and the other associated Project Participant Agreements, to increase the water delivery reliability of the Project to all Project Participants with the goal of establishing the Project as an uninterruptable potable water supply, should the Project Participants find it desirable, and technically and financially feasible.

Section 4. Operating Committee.

(a) General. The District shall form and organize an Operating Committee in accordance with this Section. The Operating Committee for the Project shall consist of the General Manager of the District and the City Manager of each Project Participant unless the District or a Project Participant designates another staff member to serve on the Operating Committee. The Operating Committee shall be chaired by the General Manager of the District or his or her designee. Project Participants and the District shall each have one (1) vote for matters requiring a vote. The Operating Committee shall meet quarterly or at other times when a meeting is called by the chair of the Operating Committee or upon written request by two or more Project Participants. The District shall ensure that the Operating Committee meets to review the proposed Annual Budget pursuant to Section 12, to manage the Capital Facilities Fund pursuant to Section 14(d), to consider the need for beginning Phase II Project pursuant to Section 18, to consider any sale, lease, or other disposition of any portion of the Project pursuant to Section 20(c), to review, evaluate and recommend to the District by majority vote items related to the acquisition, construction, financing, operation and maintenance of the Project and the status of any water rights issues relating to the District's ability to deliver treated water to the City, including but not limited to review of budgets relating to construction, annual operations and maintenance, and other financial and operational matters relating to delivery of treated water to the Project Participants.

(b) Compliance with Agreements. The Operating Committee created by this Section is not authorized to interfere with the District's day-to-day operation of the Project or in any way affect the District's ability to act with respect to any agreement entered into by the District for the maintenance and operation of the Project or any applicable licenses, permits or regulatory provisions. The District shall be responsible for executing contracts relating to maintenance and operation of the Project and fulfilling the obligations of the District.

Section 5. Determination of Capacities of Water Treatment Plant and Reaches.

(a) The District shall operate and maintain the Project to provide the City and each Project Participant with its Assigned Capacity as set forth in Exhibit A, and to enable delivery of water to the City and to other Project Participants and at the locations, times, and maximum flow rates agreed to by the District and the City. The

District shall operate the Project in substantial conformance with the Basis of Operation report to be developed and periodically updated.

(b) Capacity Increases Resulting from Technology Advances. The Project was designed using established technology at the time of design. Technology has advanced resulting in increased treatment capacity for the membrane filtration modules. Additional technology changes may occur in the future. Unless otherwise provided in an amendment to this Water Supply Agreement, increases in treatment capacity in unit processes within the Water Treatment Plant shall be allocated to the Project Participants in proportion to their Assigned Capacities in Exhibit A.

Section 6. Delivery of Water.

(a) Project Allotment. The District is entitled to appropriate water from the Stanislaus River and the District shall make available to the City its Project Allotment from such appropriated water at the Point(s) of Delivery, subject to the availability of water and compliance with all local, state and federal laws, rules and regulations.

(b) Water Supply Delivery Schedule by City. Pursuant to the terms of this Water Supply Agreement and except as otherwise provided herein, the District shall make available and deliver to the City in each Year the amount of water set forth in the Water Supply Delivery Schedule of the City established pursuant to subsection (d). The District is not obligated to deliver an amount of water in excess of the City's Project Allotment. The District agrees to use its best efforts to deliver water pursuant to this Water Supply Agreement meeting all applicable local, state and federal water quality standards as such standards may be in effect or amended from time to time. The District agrees to operate the Project to provide a correlative priority of use to the City and Project Participants as set forth in this Water Supply Agreement.

(c) Points of Delivery. The District will deliver or cause to be delivered to or for the account of the City the amount of water specified in each Water Supply Delivery Schedule at Delivery Points along the Project to be agreed upon by the District and the City. The District will remain available to make or cause to be made all necessary and possible arrangements for transmission and delivery of such water in accordance with this Water Supply Agreement. New Points of Delivery may be added at the City's expense as may be agreed upon by the City and the District. New Points of Delivery must satisfy the design and operating criteria established by the District. Direct connections of Project Participant transmission facilities to the District transmission main shall be permitted when the District determines they are designed and will be operated to ensure no detrimental effects to water delivery to other Project Participants. Such permit shall not be withheld unreasonably.

(d) Procedure for Determining Water Supply Delivery Schedule. The amounts and times of delivery of water to the City during any Year shall be in accordance with a Water Supply Delivery Schedule for that Year, such schedule to be determined in the following manner:

(1) On or before September 1 of each Year, the City shall submit in writing to the District a preliminary Water Supply Delivery Schedule indicating the amounts of water desired by the City during each month of the succeeding three Years or such lesser or greater period as the District shall determine.

(2) Upon receipt of a preliminary schedule, the District shall review the preliminary schedule and, after consultation with the City, shall make such modifications as are necessary to ensure that the amounts, times, and rates of delivery to the City will be consistent with the District's overall delivery ability, considering the then current delivery schedules of all Project Participants and the District.

(3) A Water Supply Delivery Schedule may be amended by the District upon the City's written request. Proposed amendments shall be submitted by the City within a reasonable time before the desired change is to become effective, and shall be subject to review and modification by the District in like manner as the schedule itself.

(e) Limit on Peak Deliveries of Water from the Water Treatment Plant. The District shall not enter into a contract to deliver treated water from the Water Treatment Plant to any Project Participant at a flow rate greater than the Assigned Capacities set forth in Exhibit A. The District may deliver, and the City may take treated water from the Project at a rate of flow temporarily exceeding the City's Assigned Capacity subject to the provisions of Section 7 for curtailment of delivery, provided the additional flow rate does not harm other Project Participants.

(f) Limit on Rate of Delivery to City. In no event shall the District be obligated to deliver water to the City through any Point of Delivery at an instantaneous rate of flow that would cause harm to other Project Participants. The Project Participants and the District agree to work cooperatively to accommodate water delivery rates best meeting the needs of the Project Participants. The District shall have the final authority in determining the rate of delivery at each Point of Delivery.

(g) Delivery of Water Not Delivered in Accordance with Water Supply Delivery Schedule. If in any Year the District, as a result of causes beyond its control, is unable to deliver any portion of the City's Project Allotment for such Year as provided for in the Water Supply Delivery Schedule established for that Year, the City may elect to receive the amount of water which otherwise would have been delivered to it during such period at other times during the Year, or during the succeeding year, to the extent that such water is then available and such election is consistent with the District's overall delivery ability including Capacity, considering the then current delivery schedules of all Project Participants and the Basis of Operations Report.

(h) Water Quality. The District shall ensure that water treated for delivery to the City meets or is superior to all applicable minimum standards for drinking water quality in effect at the time of delivery, including those established by the State Water

Resources Control Board and any federal agency with jurisdiction over drinking water standards. The District will provide all water quality sampling, reporting, and notification required by State and Federal law. The City and all Project Participants understand and agree that future changes to drinking water quality standards may require implementation of additional processes or technology, and the costs of such implementation shall be the sole responsibility of the Project Participants.

Section 7. Curtailment of Delivery.

(a) District May Curtail Deliveries. The District may temporarily discontinue or reduce the delivery of water to the City for the purposes of necessary investigation, inspection, maintenance, repair, or replacement of any of the Project facilities necessary for the delivery of water to the City. The District shall notify the City as far in advance as possible of any such discontinuance or reduction, except in cases of emergency, in which case notice need not be given in advance.

(b) City May Receive Later Delivery of Water Not Delivered. In the event of any discontinuance or reduction of delivery of water pursuant to subsection (a) of this Section, the City may elect to receive the amount of water which otherwise would have been delivered to it in accordance with Section 6(g).

(c) Method of Computation for Curtailed Deliveries. In the event the District, in the judgment of the manager of the Water Treatment Plant, is unable to provide the Requested Delivery Rate to each Project Participant due to total Requested Delivery Rate exceeding Capacity, the District shall curtail deliveries to one or more Project Participants. Assigned Capacities shown in Exhibit A shall be used to determine equitable allocation of available Capacity among the curtailed Project Participants in accordance with the following:

- (1) The curtailment may limit the rate of flow of any or all Project Participants so the combined flow rate to all Project Participants does not exceed the Capacity of the Project at that time, which may be less than the sum of the Assigned Capacities shown in Exhibit A.
- (2) The Assigned Capacities shown in Exhibit A shall be used to determine equitable allocation proportions for available Capacity among the curtailed Project Participants.
- (3) The District shall confirm or ascertain each Project Participant's Requested Delivery Rate during the period of curtailment.
- (4) The District shall identify currently available Capacity and allocate among Project Participants in proportion to their respective shares of their Assigned Capacities.
- (5) The District shall determine how much each Project Participant's Requested Delivery Rate is more or less than the Project Participant's allocation of currently available Capacity.

- (6) If a Project Participant's Requested Delivery Rate is less than the Project Participant's allocation of currently available Capacity, such excess Capacity shall be allocated to the other Project Participants equitably in proportions determined by reference to their Assigned Capacities.
- (7) The Project Participants and the District agree to work cooperatively to accommodate water delivery rates best meeting the needs of the Project Participants. The District shall have the final authority in allocation of Capacity.

Section 8. Shortage in Water Supply.

(a) Allocation of Shortages among Project Participants. The District will use all reasonable efforts to ensure against any conditions of shortage in the water supplies available to the Project and to ensure against interruptions in the City's ability to use the Project. In any Year in which there may occur a shortage or interruption due to drought or other cause in the supply of water available for delivery to the Project Participants, including but not limited to shortages or interruptions caused by changes in laws, regulations or rulings relating to or affecting the District's water rights, permits and licenses, and Project impairment, with the result that such supply is less than the total of the annual Project Allotments of all Project Participants for that Year, the District shall reduce the delivery of water to the City pro rata with deliveries to all Project Participants based upon the Project Allotment of the City and each Project Participant without preference or priority among the City and the Project Participants.

(b) Allocation of Shortages between Agricultural Users and the Project. Any shortage or interruption in the supply of water available to the District shall take effect after giving effect to paragraphs (c) and (d) of this section and shall be allocated by the District between agricultural users and the Project Participants, such that any percentage reduction in the delivery of water to the City is approximately equal to the percentage reduction in the delivery of water to the District's in-District agricultural customers who joined the District before October 1, 1995.

(c) Future Annexations of Land to District. The District shall not annex any land to the District unless said annexation shall include an express condition that the lands so annexed shall have an entitlement to receive water from District that is subordinate in priority to the right of City to receive water from District pursuant to this Water Supply Agreement. In any Year in which there may occur a shortage or interruption in the supply of water available to the Project with the result that such supply is less than the total of the annual Project Allotment of all Project Allotments of all Project Participants for the Year, the District shall reduce or suspend the delivery of water by District to lands annexed to District on or after October 1, 1995.

(d) Future Transfers of Water by District. In the event that District enters into any agreement for the sale or transfer of water to any retail or wholesale water provider for consumptive use outside District boundaries, the District shall ensure that such transfer agreement includes an express condition that the transferee shall have

an entitlement to receive water from the District that is subordinate in priority to the right of City. In any Year in which there may occur a shortage or interruption in the supply of water with the result that supply available to the Project Participants is less than the annual Project Allotment of all Project Participants for the year, District will reduce or suspend the delivery of water by the District to such transferee. The District represents and warrants that, as of October 1, 1995, it has not entered into any agreement, other than this Water Supply Agreement, for the sale or transfer of water for use outside the District's boundaries which is not subordinate in priority to the right or the City and the Project Participants.

(e) No Liability for Shortages. Neither the District nor any of its officers, agents, or employees shall be liable for any damage, direct or indirect, arising from the shortages in the amount of water to be made available for delivery to the City under this Water Supply Agreement caused by drought or any other cause beyond its control; provided however that nothing in this clause (e) shall excuse the District from compliance with clauses (a), (b), (c) and (d) of this Section.

Section 9. Measurement of Water Delivered.

The District shall measure, or cause to be measured, all water delivered to the City and shall keep and maintain accurate and complete records. For this purpose and in accordance with Section 6, the District shall install, operate, and maintain, or cause to be installed, operated and maintained, at all delivery structures for delivery of water to the City such measuring devices and equipment as are satisfactory and acceptable to both Parties. Said devices and equipment shall be examined, tested, and serviced by the District regularly to ensure their accuracy. At any time or times, the City may inspect such measuring devices and equipment, and the measurements and records.

Section 10. Responsibility for Delivery and Distribution of Water.

(a) Neither the District nor any of its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of water supplied to the City after such water has passed through a Point of Delivery; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal or distribution of such water beyond Point of Delivery and including attorney's fees and other costs of defense in connection therewith; the City shall indemnify and hold harmless the District and its officers, agents, and employees from any such damages or claims of damages.

(b) Neither the City nor any of its officers, agents or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of water to be supplied to the City until such water has reached the Point of Delivery, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal or distribution of such water before it has reached said delivery structures and including attorney's fees and other costs

of defense in connection therewith; the District shall indemnify and hold harmless the City and its officers, agents, and employees from any such damages or claims of damages.

Section 11. Sale or Other Disposition of Project Allotment and Assigned Capacity by City.

(a) Sale or Other Disposition of Project Allotment Without Approval. The City may sell or otherwise dispose of all or any portion of its Project Allotment to another Project Participant without approval by the District and without written amendment to this Water Supply Agreement, as set forth in Section 22; provided however, that the City provides notice to the District and other Project Participants of such transfer, as provided in Subsection (c).

(b) Transfer of Assigned Capacity. The City may transfer existing Assigned Capacity to or from other Project Participants only with the District's approval. The City may transfer existing Assigned Capacity to or from another Project Participant on a permanent basis, or a temporary basis, on terms agreeable to the subject Project Participants.

(c) Notice of Sale or Other Disposition. The City shall give ninety (90) days' advance written notice to the District and the other Project Participants of any proposed sale, transfer or other disposition pursuant to this Section.

(d) Nothing in this section authorizes the sale or other disposition of the City's Project Allotment to any entity that is not a Project Participant.

Section 12. Annual Budget.

The District will prepare an annual budget for each Year for credits, costs and expenses of the Project, including Capital Improvement & Replacement Costs, Fixed O&M Costs, and Variable O&M Costs. The District shall submit a draft of such budget to the Operating Committee on or prior to the November 1 first preceding the budget year for review and comment by the Operating Committee. District staff shall use its best efforts to resolve any questions or concerns raised by a Project Participant during such review. The Board of Directors of the District will adopt a final annual budget for the applicable Year on or before December 31 of each Year and shall allow any Project Participant which may object to any provision of the budget to present such objection to the Board of Directors of the District. The District shall supply a copy of the final annual budget to the City on or before January 15 of each Year. Any amendment to the budget shall be submitted to the Operating Committee for review and comment at least 30 days prior to action thereon by the District Board of Directors. Any such amendment shall be subject to the same requirements applicable to the budget set forth above.

Section 13. Raw Water Cost

The cost to the City of raw water is determined using a rate of dollars per acre-foot. The raw water cost shall be lower for Project Participants located within the District and higher for

those Project Participants located outside the District. From time to time, the District may adopt changes in the raw water rates, provided the District first meets and confers with the City and provides the City notice at least twelve (12) months prior to implementation of any such adjustment.

Section 14. Allocation of Costs and Expenses.

The City shall pay to the District the City's share of the following costs: (i) Capital Improvement & Replacement Costs, (ii) Fixed O&M Costs, and (iii) Variable O&M Costs. The computation of the City's share of these costs is described in this Section. The District shall not allocate costs and expenses in any way which discriminates among Project Participants which take delivery through the same Reaches, except that the cost of raw water included in Variable O&M Costs may be varied between Project Participants within the boundaries of the District and those outside the boundaries of the District. Project costs shall be allocated in accordance with the following allocation methods:

(a) Method of Allocating Capital Improvement & Replacement Costs. The District shall establish and annually update, as part of the budget process, a capital improvement and replacement program that identifies projects, the timing, and the cost thereof, considering the facilities to be improved or replaced, the years of service remaining in the facilities, and the existing Capital Facilities Fund balance. The program shall use a seven year time horizon and be utilized to assist in determining the target balance for the Capital Facilities Fund. The Operating Committee will be provided opportunity to review and comment on the seven year plan. The District shall charge the City an amount to recover the City's allocable share of Capital Improvement & Replacement Costs. Determination of the City's allocable share of Capital Improvement & Replacement Costs shall employ two steps.

(1) Step 1 is to allocate the cost of Capital Improvement and Replacement Costs which benefit both the Project Participants and the District apart from the Project Participants. The basis of the Step 1 allocation is the pro rata shares of the benefits enjoyed by the Project Participants and by the District apart from the Project Participants. Examples of these benefits include, among others, reduced costs and the volume of water conveyed.

(2) Step 2 is to allocate the total amount of Capital Improvement & Replacement Costs of the Project. The basis of the step 2 allocation is the ratio of the Project Allotment of each Project Participant for which water is treated at the Water Treatment Plant to the total Project Allotment of all Project Participants for which water is treated at the Water Treatment Plant. If a Capital Improvement & Replacement Cost does not benefit all Reaches downstream of the first Reach, and therefore does not benefit all Project Participants, then the cost allocation calculation will involve only those Reaches and Project

Participants that benefit from the Capital Improvement & Replacement Cost.

(b) Method of Allocating Fixed O&M Costs. The District shall charge the City an amount to recover the City's allocable share of Fixed O&M Costs. The total amount of Fixed O&M Costs of the Project shall be allocated among all Project Participants entitled to delivery of treated water from the Water Treatment Plant, based upon the ratio of the Project Allotment of each Project Participant for which water is treated at the Water Treatment Plant to the total Project Allotment of all Project Participants for which water is treated at the Water Treatment Plant. The City and the District acknowledge that if the City has not elected to have all facilities which are a part of the Project constructed with Assigned Capacity to enable the City to take treated water, the City shall not be liable for any Fixed O&M Costs for such unconstructed facilities.

(c) Method of Allocating Variable O&M Costs. The District shall charge the City an amount to recover the City's share of Variable O&M Costs. The charge to the City for raw water is equal to the number of acre-feet of raw water treated for delivery to the City multiplied by the District's then-current established rate per acre-foot for raw water. The City's allocation of total Variable O&M Costs for a month, other than raw water, is a ratio of the amount of water delivered to the City divided by the total water delivered by the Project during the month.

(d) Capital Facilities Fund. The District shall maintain a Capital Facilities Fund with funds collected from Project Participants for future Capital Improvement & Replacement Costs. The Capital Facilities Fund shall be held in a separate investment account. The investment of the Capital Facilities Fund shall be managed in accordance with the District's investment policy. Investment earnings of this fund will be kept in the fund and shall not be used to offset charges to the Project Participants. The respective amounts of the Project Participants' contributions to the Capital Facilities Fund will be in the same proportions as used for allocating Capital Improvement & Replacement Costs as set forth in Section 14(a) of this Water Supply Agreement. The total amount of contributions to this fund shall be established, and may be changed from time to time by the Operating Committee. Withdrawals will be subject to approval in advance by the Operating Committee, except in case of emergency when the District may decide to pay for Capital Improvement & Replacement Costs using a withdrawal from the Capital Facilities Fund with subsequent notification of the Project Participants.

Section 15. Time and Method of Payment, and Statement of Charges.

(a) Invoicing. The District shall invoice the City monthly for the actual amount of Capital Improvement & Replacement Costs not funded from the Capital Facilities Fund, the actual amount of Fixed O&M Costs, and the actual amount of Variable O&M Costs incurred during the previous month or months taking into account applicable credits received by the District.

(b) Payment of Charges. The City shall pay the District all monies due within 30 days of receipt of invoice from the District.

(c) Contest of Accuracy of Charges. If the City questions or disputes the correctness of any invoice of the District, it shall pay the District the amount claimed when due and shall within thirty (30) days of receipt of such invoice request an explanation from the District. If the invoice is determined to be incorrect, the District will adjust the invoice to such City in the next billing statement. If the District and the City fail to agree on the correctness of an invoice within ninety (90) days after the City has requested an explanation, or if the District does not respond to City's request within ninety (90) days after the City has requested an explanation, the City shall make written demand upon the District, and if said failure is not remedied within thirty (30) days from the date of such demand such failure shall constitute a default at the expiration of such period. Errors or disputes in billing and correction of errors shall be made retroactive for a period of up to two years prior to the City notifying the District, or the District notifying the City, of the error or dispute.

Section 16. Obligation in the Event of Default.

(a) Written Demand upon Failure to Make Payment. Upon failure of the City to make any payment in full when due under this Water Supply Agreement or to perform any other obligation hereunder, the District shall make written demand upon the City. If said failure is not remedied within thirty (30) days from the date of such demand, or if remedy is not possible within thirty (30) days, then failure to remedy or commence such remedy within thirty (30) days and diligently pursue such remedy thereafter shall constitute a default at the expiration of such period. Notice of such demand shall be provided to each other Project Participant by the District. Upon failure of the District to perform any obligation of the District hereunder, the City shall make written demand upon the District. If said failure is not remedied within thirty (30) days from the date of such demand, or if remedy is not possible within thirty (30) days, then failure to remedy or commence such remedy within thirty (30) days and diligently pursue such remedy thereafter shall constitute a default at the expiration of such period. Notice of such demand shall be provided to each Project Participant by the City making such written demand.

(b) Defaulting City's Account. Upon the failure of the City to make any payment which failure constitutes a default under this Water Supply Agreement, the District may cease water deliveries to the City until payment is made in full, unless the City invokes the dispute resolution procedures set forth in Subsection 16(c) during which time, the District may not cease water deliveries to the City.

(c) Dispute Resolution. The Parties acknowledge that there are a number of informal dispute resolution procedures (such as arbitration, mediation, informal conferences, etc.) which could be used to resolve any controversy or claim arising out of or relating to this Water Supply Agreement. The Parties agree in principle that one or more such mechanisms should be utilized prior to proceeding in a judicial forum. Should any such controversy or claim arise, any Party wishing to utilize an

informal dispute resolution procedure may request in writing that such procedure should be utilized, stating in general terms the nature of the proposed procedure. The other Party shall then have a period of two (2) weeks in which to either accept or reject such request. If such request is denied, or if no answer to such request is given within such period, then the requesting Party shall be free to pursue any legal remedy which may be available to it. If such request is accepted, then the procedures outlined in such request shall first be followed prior to either Party resorting to a judicial procedure. This subsection does not limit remedies available to any Party at law or in equity.

(d) Enforcement of Remedies. In addition to the remedies set forth in this Section, upon the occurrence of an event of default, the District or the City, as the case may be, shall be entitled to proceed to protect and enforce the rights vested in such Party by this Water Supply Agreement by such appropriate judicial proceeding as such Party shall deem most effectual, either by suit in equity or by action at law, whether for the specific performance of any covenant or agreement contained hereon or to enforce any other legal or equitable right vested in such Party by this Water Supply Agreement or by law. The provisions of this Water Supply Agreement and the duties of each Party hereof, their respective boards, officers or employees shall be enforceable by the other Party hereto by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction, with the losing Party paying all costs and attorney fees. Without limiting the generality of the foregoing, the District or the City, as the case may be, shall have the right to bring the following actions:

(1) Accounting. By action or suit in equity to require an Accounting for money at issue by the District or the City, as the case may be, including its officers, employees and assigns.

(2) Injunction. By action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of the District or the City, as the case may be.

(3) Mandamus. By mandamus or other suit, action or proceeding at law or in equity to enforce its rights against the other Party hereto (and its board, officers and employees) and to compel the other Party hereto to perform and carry out its duties and obligations under the law and its covenants and agreements as provided herein.

(e) Waiver. The waiver by either Party of any breach by the other Party of any agreement, condition, covenant or term hereof shall not operate as a waiver of any subsequent breach of the same or any other agreement, condition, covenant or term.

Section 17. Additional Project Participant.

The City acknowledges that the District may enter into a Project Participant Water Supply Agreement with an Additional Project Participant subsequent to the execution of this Water Supply Agreement. Prior to the execution of a Project Participant Water Supply Agreement with an Additional Project Participant, the District shall promptly provide to the City a proposed revision to Exhibit A to this Water Supply Agreement setting forth the revised list of Project Participants, Project Allotments, Assigned Capacity of the Project Participants. The District agrees that the Project Participant Water Supply Agreement with such Additional Project Participant shall establish a price to be paid by the Additional Project Participant to the City, an amount which reasonably compensates the City for Capital Investment Costs, Capital Improvement and Replacement Costs, previously paid by the City which are fairly allocable to the Additional Project Participant, including but not limited to costs incurred by the City in connection with the Project. The price paid by the Additional Project Participant shall be subject to approval of the Project Participants. The District acknowledges that analysis per the California Environmental Quality Act (CEQA) has not yet been performed for Additional Project Participant, and that any analysis necessary shall be at the sole cost of the proposed Additional Project Participant.

Section 18. Initiation and Implementation of the Phase II Project.

(a) Subject to the provisions of Section 23, the Phase II Project shall be considered by the District and the Project Participants when expected future demand indicates the need for additional Project Allotment and/or Assigned Capacity. The Parties understand and agree that any and all costs associated with the initiation and implementation of the Phase II Project will be paid by the Project Participants.

(b) Each Year, until completion of the Phase II Project, the District shall query the Project Participants regarding the quantity and timing of any additional Assigned Capacity expected to be required during the next 6 years. On or before October 1, the City will provide its best estimate of the quantity and timing of any requested additional Assigned Capacity. On or before December 31 of the same Year, the District shall report to the Operating Committee the results of its query of the Project Participants.

(c) At the first Operating Committee meeting of each Year, the Operating Committee shall discuss the results of the District's query regarding additional Assigned Capacity and consider whether to begin implementation of the Phase II Project.

(d) Additionally, when Project Participant water demands cause the Treatment Plant to be operated at 80% of Assigned Capacity during the month of July, or when requested by two or more Project Participants, the District shall commence discussions with Project Participants regarding implementation of the Phase II Project.

(e) Discussions regarding implementation of the Phase II Project shall include evaluation of the potential for one Project Participant to temporarily utilize another Project Participant's underutilized Assigned Capacity.

(f) The following shall be an example of a process for planning, design and construction of the Phase II Project.

(1) After consideration of the existing and projected water demands, and briefing by the District, the Operating Committee shall consider recommending to the District that planning for the Phase II Project commence.

(2) The District, in consultation with the Operating Committee, shall retain the services of a professional engineer to develop and evaluate strategies for implementation of the Phase II Project, and potential for staging of construction implementation.

(3) The District, in consultation with the Operating Committee, shall develop an agreement for each Project Participant for the Phase II Project. The agreement shall reflect the proposed Project Allotment, proposed Assigned Capacity, project funding, CEQA and water rights compliance, project construction, and include off ramps as appropriate.

Section 19. Covenants of the City.

(a) Insurance. The City shall procure and maintain or cause to be procured and maintained insurance on the City water system with responsible insurers so long as such insurance is available from reputable insurance companies, or, alternatively, shall establish a program of self-insurance, or participate in a joint powers agency providing insurance or other pooled insurance program, in such amounts and against such risks (including accident to or destruction of the City water system) as are usually covered in connection with water systems similar to the City water system.

Section 20. Covenants of the District.

(a) Insurance. The District shall procure and maintain or cause to be procured and maintained insurance on the Project with responsible insurers so long as such insurance is available from reputable insurance companies, or, alternatively, shall establish a program of self-insurance, or participate in a joint powers agency providing insurance or other pooled insurance program, covering such risks, in such amounts and with such deductibles as shall be determined by the District. The District shall indemnify and hold harmless the City from any liability for personal injury or property damage resulting from any accident or occurrence arising out of or in any way related to the Project.

(b) Compliance with Law. The District shall comply with all local, state and federal laws applicable to the Project.

(c) Against Sale or Other Disposition of Project. The District will not sell, lease or otherwise dispose of the Project or any part thereof unless the Board of Directors of the District determines that such sale, lease or other disposition will not materially adversely affect the District's ability to comply with its obligations under this Water Supply Agreement and such determination is approved by the Operating Committee.

(d) Maintenance and Operation of the Project. Subject to the payment obligations of the Project Participants, the District will maintain and preserve the Project in good repair and working order at all times and will operate the Project in an efficient and economical manner.

Section 21. Term.

The term of this Water Supply Agreement shall continue until December 31, 2049. The Parties hereto agree to negotiate in good faith to amend this Water Supply Agreement on or prior to such date to extend the term hereof and to include terms and conditions as are mutually agreeable to the Parties, provided that the price to be paid with respect to the Project Allotment in such amendment shall reflect the payment of capital costs to such date. In the event that the District and all Project Participants cannot agree to amend the Water Supply Agreement(s), the District agrees to cause ownership of the Project to be transferred to a joint powers agency or similar entity created by the Project Participants and to enter into a raw water sale agreement with such entity on terms and conditions consistent with the raw water pricing and delivery policy in effect under this Water Supply Agreement at the time of such transfer. The City agrees to work in good faith with the District to form a joint powers agency or similar entity in the event the Parties cannot agree to amend this Water Supply Agreement.

In the event the ownership of the Project is transferred pursuant to this section, the quantity of raw water that will be made available to the entity created by the Project Participants shall not be reduced from the quantity of raw water being made available by the District to the Project Participants immediately prior to the expiration of the term of this Water Supply Agreement. Should the ownership of the Project be transferred to a new entity, the price paid to the District for raw water shall be on the same terms as prior to the transfer, plus any costs incurred by the District for operation, maintenance or capital improvement reimbursements relating to facilities necessary to deliver raw water to the Project.

Section 22. Amendments.

This Water Supply Agreement may only be amended, modified, changed or rescinded in writing signed by each of the Parties; provided, however that: (a) the City may transfer any portion of its Project Allotment to the District or to a Project Participant without amendment, by providing written notice of such transfer; and (b) any transfer of Assigned Capacity in the Project is approved by the District.

Section 23. Additional Water in Future for Phase II Project.

The District agrees that to the extent the Board of Directors of the District determines that water surplus to the needs of agricultural water users within the District is available and subject to compliance with federal and state laws, including CEQA, and to the District's water rights, permits and licenses, and to state laws applicable thereto, the District shall commence proceedings to expand the Project to make additional treated water available to the Project Participants, but such expansion shall occur only on terms and conditions reasonably agreeable to the District and the Project Participants. In the event that the District and the Project Participants cannot agree upon terms and conditions for expansion of the Project and delivery of additional treated water, the District shall not be obligated to expand the Project or to make additional treated water available to the Project Participants. Nothing in this Water Supply Agreement shall be construed to require the District to deliver treated water to the City in excess of the City's Project Allotment or to enter into any agreement to deliver treated water to the City in excess of the City's Project Allotment unless the District Board of Directors determines that water surplus to the needs of agricultural water users within the District is available to the District.

Section 24. Service Area.

The service area for the City shall be the corresponding municipal service boundary as established by the San Joaquin County Local Agency Formation Commission.

Section 25. Recycled water and return flow.

Consistent with Water Code section 1210 et seq., the City is entitled to possess and use recycled water and return flows resulting from the use of Project Allotment delivered to the City.

Section 26. Miscellaneous.

(a) Opinions and Determinations. Where this Water Supply Agreement provides for an action to be based on the opinion, determination, approval, or review of either Party, such terms are not intended to be, and will not be construed as permitting, such action to be arbitrary, capricious or unreasonable. Any opinion, determination, approval, or review required of a Party under this Water Supply Agreement must be provided in a reasonable and timely manner.

(b) Reasonable Cooperation. The Parties agree to reasonable cooperate with each other, including the execution of any necessary documents, to carry out the purposes and intent of this Water Supply Agreement. Each Party will reasonably cooperate with the other to provide materials and information requested from time to time to facilitate implementation and review of this Water Supply Agreement, and the Parties' respective rights and duties.

(c) Notices. The Parties shall notify each other within ten (10) days of

becoming aware of: (1) any claims or suits brought against either Party which involve this Water Supply Agreement or water supplied pursuant to this Water Supply Agreement; (2) any force majeure event. To the extent feasible, notice shall be provided by electronic mail transmission to the e-mail addresses listed below. If electronic mail transmission is not feasible, then via U.S. Mail with return receipt or by hand delivery to the following addresses:

“DISTRICT”

South San Joaquin Irrigation District

Mail:

P.O. Box 727

Ripon, California 95366-0747

Street Address:

11011 E. Highway 120

Manteca, California 95336-9750

Attention: General Manager

Phone: (209) 249-4645

“CITY”

City of Lathrop

Mail:

390 Towne Centre Drive

Lathrop, CA 95330

Street Address:

390 Towne Centre Drive

Lathrop, CA 95330

Attention: Public Works Department

Phone: (209) 941-7430

(d) **Headings.** The headings of the sections hereof are inserted for convenience only and shall not be deemed a part of this Water Supply Agreement.

(e) **Severability.** If any one or more of the covenants or agreements provided in this Water Supply Agreement to be performed should be determined to be invalid or contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Water Supply Agreement.

(f) **Counterparts.** This Water Supply Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

(g) **Governing Law and Venue.** This Water Supply Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that the venue for any action brought to enforce the terms of this Water Supply Agreement shall be in a court of competent jurisdiction in the County of San Joaquin, California.

(h) **Attorneys' Fees.** The prevailing Party in any judicial action to enforce this Water Supply Agreement is entitled to reasonable attorneys' fees.

(i) **Remedies Nonexclusive.** The remedies provided in this Water Supply Agreement are cumulative and not exclusive and are in addition to any other remedies that may be provided by law or equity. The exercise by either Party of any remedy under this Water Supply Agreement will be without prejudice to the enforcement of any

other remedy.

(j) Construction and Interpretation. The Parties acknowledge that this Water Supply Agreement has been arrived at through negotiation, and that each Party has had a full and fair opportunity to review the terms with an attorney and to revise the terms of this Water Supply Agreement. Consequently, ambiguities are not to be resolved against any Party in construing or interpreting this Water Supply Agreement.

(k) Relationship of Parties. Nothing in this Water Supply Agreement will be construed to create an association, joint venture, trust, or partnership, or to impose a trust or partnership covenant, obligation, or liability.

(l) Successors and Assigns. This Water Supply Agreement will bind and be for the benefit of the respective successors and assigns of the Parties, provided however, that no assignment will be effective unless approved in writing by the other Party.

IN WITNESS WHEREOF the City has executed this Water Supply Agreement with the approval of its governing body, and caused its official seal to be affixed and the District has executed this Water Supply Agreement in accordance with the authorization of its Board of Directors, and caused its official seal to be affixed.

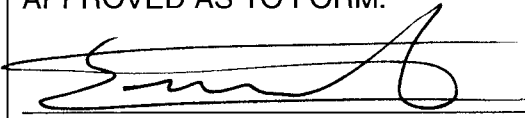
<p>"DISTRICT" SOUTH SAN JOAQUIN IRRIGATION DISTRICT</p> <p>By: _____ Date: _____ Dave Kamper, President Board of Directors</p>	<p>"CITY" City of Lathrop</p> <p>By: _____ Date: _____ Stephen Salvatore City Manager</p>
<p>ATTEST:</p> <p>_____ Peter M. Rietkerk, Secretary</p>	<p>ATTEST:</p> <p>_____ Teresa Vargas, City Clerk</p>
<p>APPROVED AS TO FORM:</p> <p>_____ Mia S. Brown, General Counsel</p>	<p>APPROVED AS TO FORM:</p> <p> Salvador Navarrete, City Attorney</p>

EXHIBIT A

Project Allotments and Capacities

Schedule of Project Allotments (acre-feet per year)

Table 1: Project Allotments Per Exhibit 1 of Amendment No. 1 to the Initial Agreement (2000)		
City	Phase I	Phase II
Escalon*	2,015	2,799
Manteca	11,500	18,500
Lathrop	8,007	11,791
Tracy*	10,000	10,000
Total	31,522	43,090

Table 2: Project Allotments After Escalon-Tracy Amendment (2006)		
City	Phase I	Phase II
Escalon*	2,015	2,799
Manteca	11,500	18,500
Lathrop	8,007	11,791
Tracy*	10,000	10,000
Total	31,522	43,090

Table 3: Project Allotments After Lathrop-Tracy Purchase, Sale and Amendment Agreement (2013)		
City	Phase I	Phase II
Escalon*	2,015	2,799
Manteca	11,500	18,500
Lathrop	6,887	10,671
Tracy*	11,120	11,120
Total	31,522	43,090

*In 2006, the City of Escalon, City of Tracy and the District entered into the Escalon-Tracy Amendment for the temporary sale of the City of Escalon's Project Allotment under Phase I to the City of Tracy. The Parties have consented to the Escalon-Tracy Amendment.

**Assigned Capacity
(million gallons per day)**

City	Phase I	Phase II
Escalon	0.0	2.5
Manteca	12.3	18.2
Lathrop	12.6	19.1
Tracy	17.0	17.0
Total	41.9	56.8

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ITEM 4.8

CITY MANAGER'S REPORT AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE CONSTRUCTION CONTRACT FOR LOUISE AVENUE PAVEMENT REHABILITATION CIP PS 18-01**

RECOMMENDATION: **Adopt Resolution Approving a Construction Contract with DSS Company dba Knife River Construction for the Construction of Louise Avenue Pavement Rehabilitation CIP PS 18-01 and Related Budget Amendment**

SUMMARY:

Louise Avenue is a major east-west corridor within the City of Lathrop that provides access to Interstate 5 (I-5) for residential, commercial and industrial development. Louise Avenue between I-5 and the Union Pacific Railroad (UPRR) needs improvement in order to facilitate current and future development.

The Louise Avenue Pavement Rehabilitation Capital Improvement Project (CIP) PS 18-01 will accomplish removal and replacement of concrete sidewalk, curb, and gutter, reconstruction of the road structural section and wearing course, construction of two center medians, and construction of a 12" water main within a 5,400-foot segment of Louise Avenue. See Attachment C, Project Location Map. The plans and specifications for this project were completed by Pavement Engineering Incorporated (PEI) and O'Dell Engineers (O'Dell) in July 2020. The bid solicitation package was advertised on July 8, 2020, according to the Public Contract Code and the Lathrop Municipal Code, Section 2.36.060.

A total of eight bids were received and opened by the City Clerk on August 4, 2020. Based on review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be DSS Company dba Knife River Construction (Knife River) with a base bid amount of \$3,341,080 and Bid Alternates 1 and 2 in the amount of \$337,654, for a total of \$3,678,734.

Staff requests City Council approve a construction contract with Knife River for the Louise Avenue Pavement Rehabilitation CIP PS 18-01 in the amount of \$3,678,734 plus a 10% construction contingency of \$367,874, for a total cost not to exceed \$4,046,608. Staff also requests City Council approve a budget amendment transferring \$750,000 from the Water Capital Replacement Fund (5600) and \$1,250,000 from the Street Reserve Fund (1010) to the Streets CIP Fund (3310).

BACKGROUND:

The creation of the Citywide Road Maintenance and Repair Program CIP PS 18-01 was authorized by City Council in 2018 to maintain and repair the City's roads throughout the City.

CITY MANAGER’S REPORT
AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING
APPROVE CONSTRUCTION CONTRACT FOR THE LOUISE AVENUE PAVEMENT REHABILITATION CIP PS 18-01

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Locations are prioritized based upon the condition of existing pavement/stripping conditions as related to public safety and proximity to high pedestrian facilities (e.g. schools). Pavement evaluation studies have determined that the existing pavement section in Louise Avenue is structurally deficient, and the current deteriorating pavement conditions of the segment between Harlan Road and the railroad crossing east of 5th Street warrant this to be a high priority project for City’s road maintenance and repair program.

On March 9, 2020, City Council approved an agreement with PEI for the provision of Plans, Specifications, and Estimate for the pavement rehabilitation scope of the project, and on June 16, 2020, City Council approved an agreement with O’Dell for the provision of Plans, Specifications, and Estimate for the water line scope of the project.

The plans and specifications for both aspects of this project were completed by PEI and O’Dell in July 2020 and were advertised for bid on July 8, 2020, according to the Public Contract Code and Lathrop Municipal Code Section 2.36.060. A total of eight bids were received that were determined to be responsive and responsible. The bid results are summarized in Table 1 below:

Table 1: Summary of Base Bid Results

Contractor	Total Bid
DSS Company dba Knife River Construction	\$3,341,080
Teichert	\$3,616,000
McGuire Hester	\$3,668,230
George Reed	\$3,953,651
DeSilva Gates	\$4,391,199
OC Jones	\$4,423,694
Granite Rock	\$4,561,569
Granite Construction	\$4,655,113

Staff reviewed and evaluated the bids, and determined that the lowest responsive and responsible bidder is Knife River. Staff requests City Council adopt a resolution approving a construction contract with Knife River, with the base bid amount of \$3,341,080 plus Bid Alternates 1 and 2 for \$337,654, for a total contract award of \$3,678,734. Staff also requests City Council authorize a 10% construction contingency of \$367,873 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$4,046,608.

REASON FOR RECOMMENDATION:

Louise Avenue is a major east-west corridor within the City of Lathrop that provides access to Interstate 5 (I-5) for residential, commercial and industrial development. Louise Avenue between I-5 and the Union Pacific Railroad (UPRR) needs improvement in order to facilitate current and future development.

CITY MANAGER’S REPORT
AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING
APPROVE CONSTRUCTION CONTRACT FOR THE LOUISE AVENUE PAVEMENT REHABILITATION CIP PS 18-01

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FISCAL IMPACT:

The proposed contract with Knife River is for \$3,678,734. A 10% construction contingency is requested in the amount of \$367,874 for a total cost not to exceed \$4,046,608. Funding for this project was included in the FY 20/21 budget; however, sufficient funds were not allocated, therefore, staff requests City Council approve a budget amendment transferring \$750,000 from the Water Capital Replacement Fund (5600) and \$1,250,000 from the Street Reserve Fund (1010) to the Streets CIP Fund (3310) as follows:

<u>Increase Transfer Out</u>		
5600-9900-990-9010		\$750,000
1010-9900-990-9010		\$1,250,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 18-01	\$2,000,000
<u>Increase Expenditures</u>		
3310-8000-420-12-00	PS 18-01	\$2,000,000
<u>Decrease Reserve</u>		
1010-251-03-00	PS 18-01	\$1,250,000

ATTACHMENTS:

- A. Resolution Approving a Construction Contract with DSS Company dba Knife River Construction for the Construction of Louise Avenue Pavement Rehabilitation CIP PS 18-01 and Related Budget Amendment
- B. Construction Contract with DSS Company dba Knife River Construction for the Construction of the Louise Avenue Pavement Rehabilitation CIP PS 18-01
- C. Project Location Map

CITY MANAGER'S REPORT
AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING
APPROVE CONSTRUCTION CONTRACT FOR THE LOUISE AVENUE PAVEMENT
REHABILITATION CIP PS 18-01

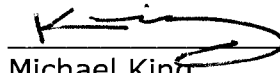
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APPROVALS:



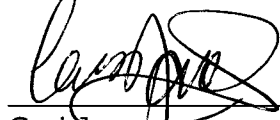
Ken Reed
Senior Construction Manager

8-5-2020
Date



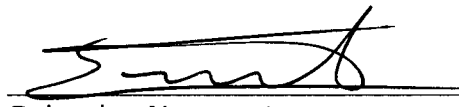
Michael King
Public Works Director

8-5-2020
Date




Cari James
Finance & Administrative
Services Director

8/5/2020
Date



Salvador Navarrete
City Attorney

8.5.2020
Date



Stephen J. Salvatore
City Manager

8.5.2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A CONSTRUCTION CONTRACT WITH DSS COMPANY DBA KNIFE RIVER CONSTRUCTION FOR THE CONSTRUCTION OF LOUISE AVENUE PAVEMENT REHABILITATION CIP PS 18-01 AND RELATED BUDGET AMENDMENT

WHEREAS, the creation of the Citywide Road Maintenance and Repair Program CIP PS 18-01 was authorized by City Council in 2018 to maintain and repair the City's roads, including Louise Avenue; and

WHEREAS, the plans and specifications for the Louise Avenue Pavement Rehabilitation Project were completed by Pavement Engineering Incorporated and O'Dell Engineering in July 2020 and were advertised for bid on July 8, 2020, according to the Public Contract Code and Lathrop Municipal Code Section 2.36.060; and

WHEREAS, a total of eight bids were received and opened by the City Clerk on August 4, 2020; and

WHEREAS, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be DSS Company dba Knife River Construction (Knife River), with a base bid amount of \$3,341,080 and bid alternates 1 and 2 in the amount of \$337,654; and

WHEREAS, staff requests City Council approve to award the construction contract with Knife River for the Louise Avenue Pavement Rehabilitation CIP PS 18-01 with the base bid amount of \$3,341,080 plus bid alternates 1 and 2 for \$337,654, for a total contract award of \$3,678,734; and

WHEREAS, staff also requests Council authorize a 10% construction contingency in the amount of \$367,874 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$4,046,608; and

WHEREAS, funding for this project was included in the FY 20/21 budget; however, sufficient funds were not allocated. Therefore, staff also requests City Council approve a budget amendment transferring \$750,000 from the Water Capital Replacement Fund (5600) and \$1,250,000 from the in Street Reserve Fund (1010) to the Streets CIP Fund (3310) as follows:

Increase Transfer Out

5600-9900-990-9010	\$750,000
1010-9900-990-9010	\$1,250,000

Increase Transfer In

3310-9900-393-0000	PS 18-01	\$2,000,000
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Increase Expenditures

3310-8000-420-12-00	PS 18-01	\$2,000,000
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Decrease Reserve

1010-251-03-00	PS 18-01	\$1,250,000
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NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve to award the construction contract with Knife River for the Louise Avenue Pavement Rehabilitation CIP PS 18-01 with the base bid amount of \$3,341,080 plus bid alternates 1 and 2 for \$337,654, for a total contract award of \$3,678,734; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 10% construction contingency in the amount of \$367,874 for a total cost not to exceed \$4,046,608 for the Louise Avenue Pavement Rehabilitation CIP PS 18-01, and authorizes staff to spend up to this amount as necessary to accomplish the goals of the project; and

BE IT FURTHER RESOLVED, that the City Council of Lathrop does hereby approve a budget amendment transferring \$750,000 from the Water Capital Replacement Fund (5600) and \$1,250,000 from the in Street Reserve Fund (1010) to the Streets CIP Fund (3310) in order to have the necessary funds to pay for the project.

The foregoing resolution was passed and adopted this 10th day of August 2020,
by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

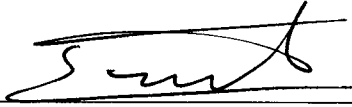
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

SECTION 00500

LOUISE AVENUE PAVEMENT REHABILITATION
CIP PS 18-01

CONTRACT

CONTRACT

This Contract, dated **August 10, 2020**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **DSS Company dba Knife River Construction**, (Contractor), whose Taxpayer Identification Number is _____.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. General Scope of Project and Work. Construction Documents for **Louise Avenue Pavement Rehabilitation CIP PS 18-01 (Project)**. Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City. The Project and Work is generally described as follows:

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including but not limited to removal and replacement of concrete sidewalk, curb, and gutter, reconstruction of the road structural section and wearing course, construction of two center medians, and construction of a 12" water main within a 5,400-foot segment of Louise Avenue; and any task necessary to accomplish the aforementioned tasks.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for work actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Base Bid plus Alternates 1 and 2 Total: \$3,678,734 (Three Million Six Hundred Seventy-Eight Thousand, Seven Hundred Thirty-Four Dollars)

3. Construction Documents. This Contract shall include the Construction Documents, which are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and guaranty), and the Bid Documents submitted by DSS Company dba Knife River Construction on August 4, 2020. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

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**LOUISE AVENUE PAVEMENT REHABILITATION
CIP PS 18-01**

CONTRACT

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4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
 5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
 6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
 7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.

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LOUISE AVENUE PAVEMENT REHABILITATION
CIP PS 18-01

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8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.
9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.
- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Construction and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates to the following:

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**LOUISE AVENUE PAVEMENT REHABILITATION
CIP PS 18-01**

CONTRACT

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- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.
- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a

SECTION 00500

**LOUISE AVENUE PAVEMENT REHABILITATION
CIP PS 18-01**

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manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.

- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

- 10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under the Notice to Contractors.
- 11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.

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LOUISE AVENUE PAVEMENT REHABILITATION
CIP PS 18-01

CONTRACT

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- (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
 - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
 13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
 14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during

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LOUISE AVENUE PAVEMENT REHABILITATION
CIP PS 18-01

CONTRACT

the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.

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

To City: City of Lathrop
 Department of Public Works
 390 Towne Centre Drive
 Lathrop, CA 95330

 PHONE: (209) 941-7430
 FAX: (209) 941-7449
 ATTN: Senior Construction Manager

To Contractor: _____

Phone: _____

Fax: _____

ATTN: _____

16. Miscellaneous.

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.

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**LOUISE AVENUE PAVEMENT REHABILITATION
CIP PS 18-01**

CONTRACT

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- (4) Definitions. The definitions and terms are as defined in these specifications.
 - (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
 - (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
 - (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
 - (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
 - (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
 - (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
 - (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
 - (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
 - (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
 - (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

SECTION 00500

**LOUISE AVENUE PAVEMENT REHABILITATION
CIP PS 18-01**

CONTRACT

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- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been

SECTION 00500

LOUISE AVENUE PAVEMENT REHABILITATION
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received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.

- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Item List

Certification of insurance, performance bond, payment bond, and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval with resolution.

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LOUISE AVENUE PAVEMENT REHABILITATION
CIP PS 18-01

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IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above stated in Lathrop, California.

CONTRACTOR:

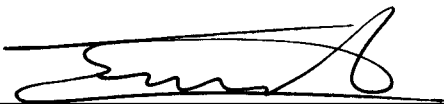
By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By:  _____
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Michael King, Public Works Director

APPROVED:

By: _____
Stephen J. Salvatore, City Manager

(END OF SECTION)

EXHIBIT A: Contractor's Submitted Bid Item List

Louise Avenue Pavement Rehabilitation, PS 18-01

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization, Bonds & Insurance	1	LS	163,000	163,000.00
2	Traffic Control	1	LS	128,000	128,000.00
3	SWPPP plus BMP installation	1	LS	65,000.00	65,000.00
4	1/2" HMA (Type A) PG 64-10	226	TN	101.00	22,826.00
5	3/4" HMA (Type A) PG 64-10	12,274	TN	70.00	859,180.00
6	1/2" RHMA (Type G) PG 64-16	4,772	TN	90.00	429,480.00
8	Remove & Dispose 9" of Pulverized Material	265,500	SF	0.60	159,300.00
9	4% Cement Soil Treatment - 11"	265,500	SF	1.00	265,500.00
10	Remove & Replace 8" HMA	1,260	SF	15.00	18,900.00
11	6" Deep Lift Stabilization (if needed)	10,000	SF	3.50	35,000.00
12	Cold Plane 2-1/2"	4,444	SY	2.00	8,888.00
13	Case "A" Curb Ramp	4	EA	8,850.00	35,400.00
14	Case "B" Curb Ramp	2	EA	6,000.00	12,000.00
15	Case "C" Curb Ramp	7	EA	3,570.00	24,990.00
16	Construct Median Island Type "C" Passageway	1	EA	4,750.00	4,750.00
17	Remove & Replace/Install PCC Sidewalk	2,338	SF	16.50	38,577.00
18	Remove & Replace/Install PCC Curb & Gutter	246	LF	61.50	15,129.00
19	4" Sch. 40 Conduit Sleeves for future signal interconnect at 2 intersections	368	LF	73.00	26,864.00
20	Install G-5 Pull Box	8	EA	1300	10,400.00
21	Lower Manhole Cover	32	EA	385.00	12,320.00
22	Lower Gas Valve Cover	4	EA	385.00	1,540.00
23	Lower Telecommunication Manhole Cover	5	EA	385.00	1,925.00
24	Lower Survey Monument Cover	7	EA	385.00	2,695.00
25	Lower Water Valve Cover	26	EA	385.00	10,010.00
26	Lower Loop Detector Handhole Cover	3	EA	700	2,100.00
27	Adjust Manhole Cover to Finish Grade	32	EA	800.00	25,600.00
28	Adjust Gas Valve Cover to Finish Grade	4	EA	800.00	3,200.00
29	Adjust Telecomm. Manhole Cover to Finish Grade	5	EA	800.00	4,000.00
30	Adjust Survey Monument Cover to Finish Grade	7	EA	800.00	5,600.00
31	Adjust Water Valve Cover to Finish Grade	26	EA	800.00	20,800.00
32	Adjust Loop Detector Handhole Cover to Finish Grade	3	EA	1200	3600.00
33	Install Blue RPM @ Hydrant	10	EA	16.00	160.00
34	12" White Crosswalk/Limit Line (Thermo)	1,750	LF	3.50	6,125.00
35	Striping Detail #9 (Thermo & Markers)	8,000	LF	0.65	5,200.00
36	Striping Detail #25 (Thermo & Markers)	1,458	LF	1.50	2,187.00
37	Striping Detail #27B (Thermo)	130	LF	1.40	182.00
38	Striping Detail #29 (Thermo & Markers)	3,210	LF	2.60	8,346.00
39	Striping Detail #38 (Thermo & Markers)	1,145	LF	2.10	2,404.50
40	Striping Detail #39 (Thermo)	2,240	LF	1.30	2,912.00

41	Striping Detail #39A (Thermo)	600	LF	1.30	780.00
42	Striping Detail #40 (Thermo)	115	LF	2.10	241.50
43	Striping Detail #41 (Thermo)	95	LF	2.20	209.00
44	Pavement Marking Type III (L or R) Arrow (Thermo)	13	EA	175.00	2,275.00
45	Pavement Marking "Bike Lane Symbol" Legend (Thermo)	4	EA	75.00	300.00
46	Aerial Target "+" Pavement Legend (Thermo)	2	EA	55.00	110.00
47	Install Sign Post & Signage	4	EA	420.00	1,680.00
48	Remove & Replace Loop Detectors	90	EA	11.00	990.00
49	Preserving Survey Monumentation	1	LS	6,000.00	6,000.00
50	3" Conduit w/ Mule Tape for signal connect, incl. trench, box setting and concrete repair.	4,000	LF	39.50	158,000.00
51	Furnish and Install B-12 pull box for bid item #50	6	EA	1,000.00	6,000.00
52	12" C-905 Water Line (including all appurtenances)	5,410	LF	77.00	416,570.00
53	Blow Off Valve	1	EA	6,400.00	6,400.00
54	Butterfly Valve	8	EA	2,900.00	23,200.00
55	Connect to Existing Water Line	2	EA	10,500.00	21,000.00
56	Remove and Replace HMA Dike Type "A"	900	LF	10.50	9,450.00
57	2" PVC conduit	21,640	LF	2.60	56,264.00
58	B-24 Pull Box for bid item 57	36	EA	370.00	13,320.00
59	Temporary Striping and Markings – single coat paint	1	LS	13,000.00	13,000.00
60	3" Sch. 40 Conduit sleeves for future irrigation	700	LF	13.50	9,450.00
61	Raise Water Valve covers (temp for HMA lift)	20	EA	800.00	16,000.00
62	Remove 14.5" existing material (Louise & Harlan)	15,000	SF	2.50	37,500.00

TOTAL BASE BID: \$ 3,341,080.00

TOTAL BASE BID IN WORDS: THREE MILLION, THREE HUNDRED FORTY ONE THOUSAND AND FORTY DOLLARS 00/100

CORRECTION:

BID SCHEDULE CONTINUED ON NEXT PAGE

\$ 3,341,080 B.A.205H

BID ALTERNATE 1

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Median Planter Material	1	LS	61,350.00	61,350.00
2	Construct PCC Median Curb	3,080	LF	36.50	112,420.00
3	Construct Stamped Concrete (Median Pavement)	771	SF	16.00	12,336.00
4	½" RHMA (Type G) PG 64-16 DEDUCT	308	TN	-89.00	-27,412.00
5	Cold Plane 2-1/2" DEDUCT	2,189	SY	-1.80	-3,940.20
6	Striping Detail 25 (Thermo & Markers) (Replaces Bid Item 36 in Base Bid)	4,525	LF	1.60	7,240.00
7	Striping Detail 29 (Thermo & Markers) (Replaces Bid Item 38 in Base Bid)	1,746	LF	2.70	4,714.20

TOTAL BID ALTERNATE 1: \$ 166,708.00

TOTAL BID ALTERNATE 1 IN WORDS: One hundred sixty-six thousand, seven hundred eight dollars and zero cents.

BID ALTERNATE 1 AND 2

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Median Planter Material	1	LS	126,650.00	126,650.00
2	Construct PCC Median Curb	6,364	LF	36.00	229,104.00
3	Construct Stamped Concrete (Median Pavement)	1,896	SF	14.00	26,544.00
4	½" RHMA (Type G) PG 64-16 DEDUCT	625	TN	-89.00	-55,625.00
5	Cold Plane 2-1/2" DEDUCT	4,444	SY	-1.80	-7,999.20
6	Striping Detail 25 (Thermo & Markers) (Replaces Bid Item 36 in Base Bid)	7,803	LF	1.60	12,484.80
7	Striping Detail 29 (Thermo & Markers) (Replaces Bid Item 38 in Base Bid)	35	LF	2.70	94.50
8	Regrade Underlying Material	32,000	SF	6.20	6,400.00

TOTAL BID ALTERNATE 1 AND 2: \$ 337,653.10

TOTAL BID ALTERNATE 1 and 2 IN WORDS: Three hundred thirty three thousand, six hundred fifty three dollars and zero cents

ATTACHMENT "C" - PROJECT MAP



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ITEM 4.9

CITY MANAGER'S REPORT AUGUST 10, 2020, CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 33 LOTS IN TRACT 3998 VILLAGE "Y" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS**

RECOMMENDATION: **Adopt Resolution Approving Final Map for Tract 3998 Village "Y" within the Lakeside East District, Totaling 33 Single Family Lots and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC**

SUMMARY:

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

This proposed Final Map Tract 3998 for Van Daele Homes will be the second and final tract map within the Village "Y" area. Van Daele Homes is proposing thirty-three (33) 45' x 90' single-family lots. A Vicinity Map is included as Attachment B.

Staff recommends that the City Council approve the proposed Final Map Tract 3998, Village "Y", and a Subdivision Improvement Agreement (Attachment C) with River Islands Stage 2A, LLC ("River Islands Stage 2A").

BACKGROUND:

On March 27, 2007, the City Council approved VTM 3694 and amended VTM 3694 on June 1, 2015, with updated approval conditions. Tract 3997, as proposed by River Islands Development, LLC ("River Islands"), as the Subdivider, complies with the most current conditions of approval.

The land for Tract 3998 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 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 pending Planning Commission action.

AUGUST 10, 2020, CITY COUNCIL REGULAR MEETING**FINAL MAP FOR TRACT 3998 VILLAGE "Y" TOTALING 33 SINGLE-FAMILY LOTS AND A SIA WITH RIVER ISLANDS STAGE 2A, LLC**

As required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific off-site and on-site improvements. Ownership of the Tract 3998 area was transferred from River Islands Development, LLC to an affiliate company: River Islands Stage 2A, LLC, and so the SIA is in the name of River Islands Stage 2A. The Council approved an SIA that required security for both Tracts 3997 and 3998 in June 2019 with the approval of Tract 3997. Tract 3997 SIA, in the name of River Islands, required that security be posted to guarantee unfinished infrastructure within all of Village "Y". As a result, River Islands previously posted a performance bond for \$517,914, along with a labor and materials bond for \$258,957 for all unfinished improvements within Village "Y".

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 specific improvements. Tract 3998 will not trigger any additional off-site improvements, and the Off-site Agreement will apply to Tract 3998 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 later when the unfinished improvements are complete. River Islands will be required to post one (1) year maintenance bonds at that time as a warranty for the completed infrastructure because River Islands posted the original bonds.

Although the total cost of the improvements is \$1,906,595 million (\$1,521,000 street improvements plus \$385,595 landscaping), a larger percentage of these improvements have already been constructed and do not therefore need to be guaranteed. As a result, a Performance and Labor & Materials bond have already been posted with the Tract 3997 SIA for Village Y (includes Tracts 3997 and 3998) in the amount of:

Unfinished Improvement Total $\$431,595 \times 120\% = \$517,914$ (Performance Bond)
 $\$517,957 \times 50\% = \$258,957$ (Labor & Materials).

As with all new development within Phase 1 of River Islands, Village "Y" needed to be annexed to the three different Community Facilities Districts (CFDs) for maintenance purposes. The CFDs are for the City, RD 2062, and River Islands Public Financing Authority (RIPFA). All of Village Y, including the Tract 3998 area, was annexed to these CFDs in 2019.

Finally, before the Final Map Tract 3998 is recorded, River Islands Stage 2A must also satisfy the Escrow Instructions (Attachment D) that guarantee all required fees are paid.

AUGUST 10, 2020, CITY COUNCIL REGULAR MEETING

FINAL MAP FOR TRACT 3998 VILLAGE "Y" TOTALING 33 SINGLE-FAMILY LOTS AND A SIA WITH RIVER ISLANDS STAGE 2A, LLC

REASON FOR RECOMMENDATION:

The applicant has completed most of the street and utility improvements within Village "Y" with some minor improvements. River Islands posted security with the City for the unfinished improvements required by the SIA for Tract 3997. In that prior SIA, River Islands agreed to provide a 10% maintenance bond to guarantee the full improvements (completed and uncompleted) for one year once the striping is completed. The tract improvement plans were previously reviewed and approved by the City. River Islands Stage 2A has provided the tract map and all required documents and all fees for Tract 3998.

This includes the following documents and fees:

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 3997	Completed
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 3997	Completed
5. Street Improvement, Landscape, Light & Joint Trench	Completed
6. Geotechnical Report	Completed
7. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
8. Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9. Allocation of Water and Sewer capacity	Completed
10. Recommendation for approval from Stewart Tract Design Review Committee	Completed
11. Submitted Certificate of Insurance, Tax Letter	Completed
12. Submitted Preliminary Guarantee of Title	Completed
13. Escrow Instructions	Completed
14. Tract 3998 Village "Y" – City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) Annexation No. 9	Annexed with FM 3989 on 10/10/18

AUGUST 10, 2020, CITY COUNCIL REGULAR MEETING**FINAL MAP FOR TRACT 3998 VILLAGE "Y" TOTALING 33 SINGLE-FAMILY LOTS AND A SIA WITH RIVER ISLANDS STAGE 2A, LLC**

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 guaranteed with the prior Tract 3997.

Extensive off-site improvements to serve this Tract 3998 have already been completed; including construction of levees, participation in construction of a Wastewater Treatment Plant (Consolidated Treatment Facility) and related storage ponds and sprayfields, purchase of SSJID surface water and construction of utility infrastructure to serve the proposed Tract. Additional off-site improvements that are required to serve this Final Map are detailed in the Off-site Agreement approved by the City Council in 2014.

Before the Final Maps are recorded, River Islands Stage 2A 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. River Islands Stage 2A is also providing funds necessary to defray any staff time required to process their request.

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 3998 Village "Y" within the Lakeside East District, Totaling 33 Single-Family Lots and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC
- B. Village "Y" Vicinity Map
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2A, LLC, a Delaware limited liability company, for Tract 3998, Village "Y"
- D. Escrow Instructions for Final Map Tract 3998 Village "Y"

CITY MANAGER'S REPORT

PAGE 5

AUGUST 10, 2020, CITY COUNCIL REGULAR MEETING

**FINAL MAP FOR TRACT 3998 VILLAGE "Y" TOTALING 33 SINGLE-FAMILY
LOTS AND A SIA WITH RIVER ISLANDS STAGE 2A, LLC**

APPROVALS



Brad Taylor
Associate Engineer

7/23/2020

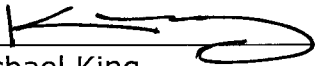
Date



Glenn Gebhardt
City Engineer

7.23.20

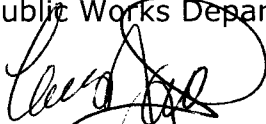
Date



Michael King
Public Works Department

7.23.2020

Date



Cari James
Finance & Administrative Services Director

7/27/2020

Date



Salvador Navarrete
City Attorney

7.23.2020

Date



Stephen J. Salvatore
City Manager

8.5.2020

Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE FINAL MAP FOR TRACT 3998 VILLAGE "Y" WITHIN THE LAKESIDE EAST DISTRICT, TOTALING 33 SINGLE FAMILY LOTS AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS STAGE 2A, LLC

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

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

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

WHEREAS, Tract 3998, the proposed subdivision, is part of the East Village District of River Islands as described in the UDC, consisting of 33 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 3998, the Stewart Tract Design Review Committee recommended approval of Tract 3998 on January 23, 2019; and

WHEREAS, ownership of the Tract 3998 area was transferred from River Islands Development, LLC to an affiliate company: River Islands Stage 2A, LLC ("River Islands Stage 2A"), and River Islands Stage 2A has completed or guaranteed completion of all required documents and payment of all fees; and

WHEREAS, a Subdivision Improvement Agreement between the City and River Islands Stage 2A, and provision of security for unfinished and deferred improvements, are required prior to final map approval per the Lathrop Municipal Code Section 16.16.190; and

WHEREAS, as part of the Tract Map 3997, River Islands Development, LLC guaranteed completion of all public improvements on Tract Map 3997 and Tract Map 3998, as identified on the approved improvement plans; and

WHEREAS, a Subdivision Improvement Agreement has been signed by River Islands Stage 2A, LLC and presented to the City for approval and signature; and

WHEREAS, upon acceptance of all improvements as complete, a one-year maintenance and repair bond will be required to secure the River Islands Development, LLC obligation from the SIA for Tract 3997 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 Y were guaranteed with performance and labor and materials bonds posted by River Islands Development, LLC; and

WHEREAS, City staff has confirmed that all Conditions of Approval of VTM 3694 required for approval of Final Map 3998 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 3998 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 Stage 2A, LLC will satisfy the escrow requirements to fund the Settlement Fee prior to recordation of the Final Map for Tract 3998; 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 approved and accepts the following actions:

1. That the Final Map for Tract 3998 Village "Y" is hereby approved as submitted as part of the public record as has been filed with the City Clerk.
2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Stage 2A, LLC, in substantially the form as attached to the August 10, 2020 staff report, the executed copy will be filed with the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 10th day of August 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

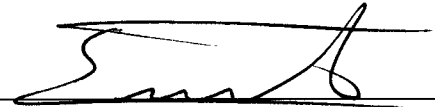
ABSENT:

Sonny Dhaliwal, Mayor

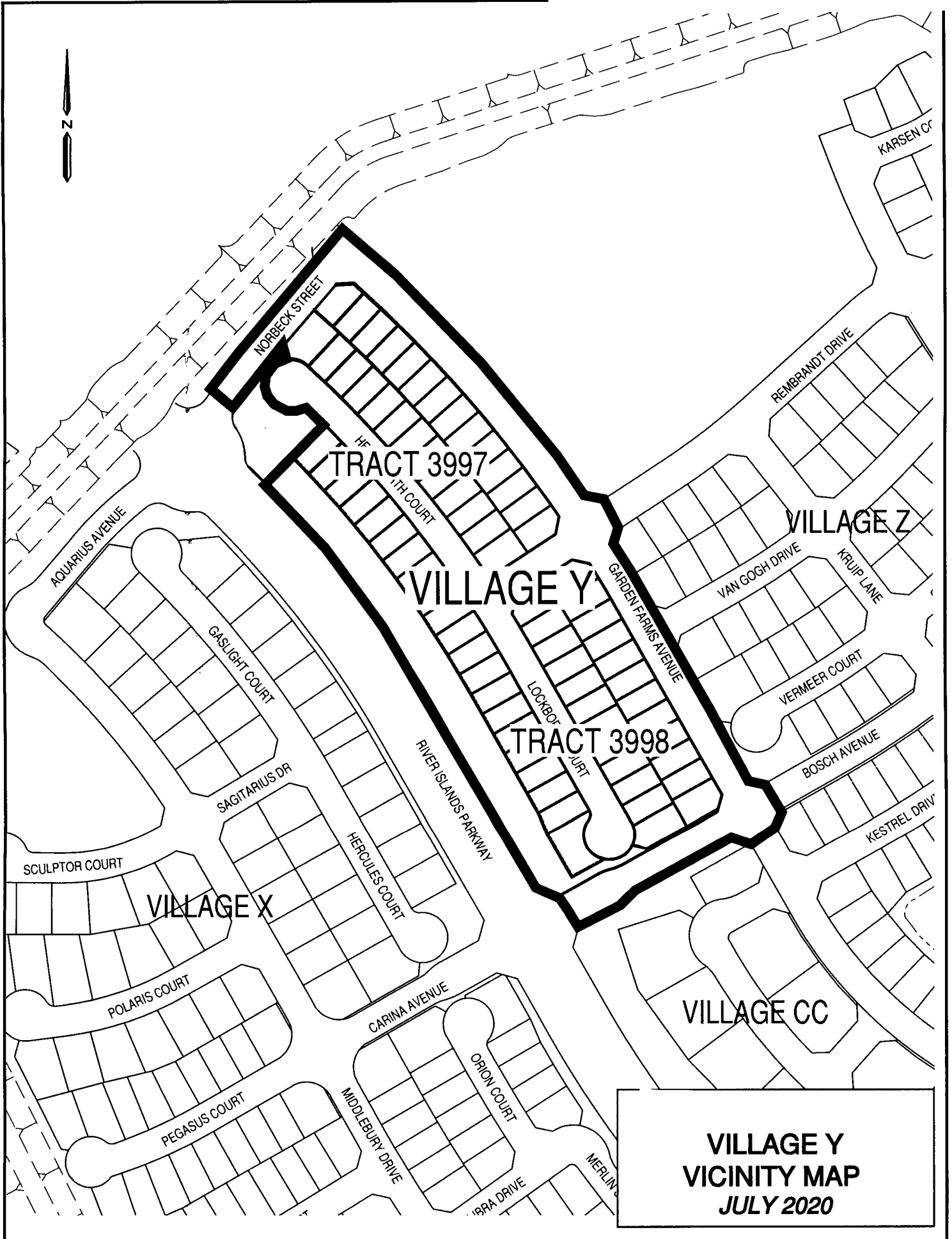
ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



CITY OF LATHROP**SUBDIVISION IMPROVEMENT AGREEMENT****RIVER ISLANDS (LAKESIDE EAST DISTRICT) - TRACT 3998 (VILLAGE Y)****RIVER ISLANDS STAGE 2A, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

RECITALS

A. This Agreement is made and entered into this **10th day of August 2020**, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and River Islands Stage 2A, LLC, a Delaware limited liability company, (hereinafter "SUBDIVIDER"). Ownership of the Tract 3998 area was transferred from River Islands Development, LLC to an affiliate company: River Islands Stage 2A, LLC ("River Islands Stage 2A"), and so the SIA is in the name of River Islands Stage 2A. References to the master developer are identified as River Islands Development, LLC (RID).

B. At its May 15, 2017 meeting, the City Council approved the temporary closure of Cohen and Paradise Roads associated with construction and grading activities in Stage 2 of River Islands. This approval requires RID 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 RID does not meet the August 1, 2020 deadline. 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 July 9, 2018 meeting, the CITY approved the Tract 3908 large lot final map, which includes the Village V 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 the River Islands Public Financing Authority ("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 RID 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 the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 3998. However, RID has completed a significant portion of public infrastructure improvements associated with Tracts 3997 and Tract 3998 (Village "Y") 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 \$431,595 and both performance and labor and materials security is required by the Lathrop Subdivision Ordinance and the Subdivision Map Act and were posted as part of the Tract 3997 (Village "Y") Subdivision Improvement Agreement with RID.

E. RID has completed the joint trench improvements for Tract 3997 and Tract 3998 and no further required security as outlined in this Agreement is required.

F. Access to Village Y requires an Irrevocable Offer of Dedication for Easement for Roadway Purposes ("IOD") for Norbeck Street, Garden Farms Avenue and Bosch Avenue. This IOD was required in addition to the dedications of right of way required with the approval of the final map for Tract 3997. This IOD was previously recorded in 2019 by the City and is included Exhibit "H" to this Agreement for reference.

NOW THEREFORE in consideration of CITY'S pending approval and acceptance of the Improvements upon their satisfactory completion, and in consideration of RID's construction of Improvements in strict accordance with the terms of this the Subdivision Improvement Agreement for Tract 3997, 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. In addition to the improvement guarantees posted by RID with Tract 3997, SUBDIVIDER shall also be responsible to complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all 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 the CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.

2. In addition to the improvement guarantees posted by RID with Tract 3997, SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the last home constructed in Tract 3998 that is conveyed to a private interest not associated with the transfer of title of Tract 3998 associated with the filing of Tract 3998 (homebuilder) or prior to the completion and occupancy of the last production dwelling unit associated with Tract 3998, 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. In addition to the improvement guarantees posted by RID with Tract 3997, SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of the SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.

5. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.

6. In addition to the guarantees and warrants provided by RID with Tract 3997, 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 or RID shall deposit with the City Engineer a Maintenance Bond in the amount of \$175,892, equal to 10% of the estimated cost of the Improvements for the entire Village "Y" area, including Tract 3998, (\$1,758,917) as included in the Engineer's estimate attached to this Agreement as Exhibit "F", to insure RID's or SUBDIVIDER'S repair and maintenance of the Improvements in accordance with the terms of this Agreement. The Maintenance Bond shall be released at the end of the one-year guarantee period, provided there are no claims against it are then outstanding.

7. Because some of the backbone improvements referenced in Recitals "B" and "C" are required to provide access and to Tract 3998 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" are now open to the public, 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 RID.

8. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair.

Replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY. Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

The CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security posted by RID (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by the CITY, in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith.

9. Because the Improvements are not entirely complete, the SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 3997 and Tract 3998 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" ($\$431,595 \times 120\% = \$517,914$ – performance bond amount) as indicated in Recital D. The corresponding labor and materials bond amount shall be 50% of the performance bond amount ($\$517,914 \times 50\% = \$258,957$), also as indicated in Recital D. The required bonds were provided by RID with Tract 3997. 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 the CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER'S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

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

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 his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, contractors, representatives, servants or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not and shall not; waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

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

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

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 the 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 the SUBDIVIDER and shall be jointly and severally liable hereunder.

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

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 3997 and Tract 3998.

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

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

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

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

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

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

- f. **Modification of Agreement.** This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- g. **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- h. **Successors and Assigns.** Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- i. **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- j. **Venue.** In the event either party brings that suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

ATTACHMENTS:

- EXHIBIT A FINAL MAP - TRACT 3998
EXHIBIT B TRACT 3998 AND VILLAGE Y AREA
EXHIBIT C: CITY INSURANCE REQUIREMENTS
EXHIBIT D: COHEN/PARADISE/STEWART REHABILITATION MAP
EXHIBIT E: UNFINISHED IMPROVEMENT COST ESTIMATE
EXHIBIT F: VILLAGE Y IMPROVEMENTS ENGINEER'S ESTIMATE
EXHIBIT G: RIPFA LETTER OF GUARANTEE - INTERIM PUBLIC ACCESS WITHIN
THE STAGE 2A DEVELOPMENT AREA
EXHIBIT H: RIPFA LETTER OF GUARANTEE – RIVER ISLANDS PARKWAY WITHIN
THE STAGE 2A DEVELOPMENT AREA
EXHIBIT I: RECORDED COPY OF IRREVOCABLE OFFER OF DEDICATION FOR
NORBECK STREET, GARDEN FARMS AVENUE & BOSCH AVENUE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 10th day of August 2020, at Lathrop, California.

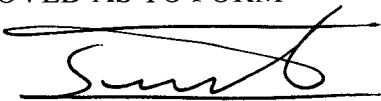
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

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

BY: _____
Teresa Vargas
City Clerk

BY: _____
Stephen J. Salvatore
City Manager

APPROVED AS TO FORM

BY: 

Salvador Navarrete
City Attorney

River Islands Stage 2A, LLC
a Delaware limited liability company

BY: _____
Susan Dell'Osso
President
"SUBDIVIDER"

EXHIBIT "A"

FINAL MAP - TRACT 3998

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 3998, RIVER ISLANDS, STAGE 2A, VILLAGE Y", CITY OF LATHROP, CALIFORNIA, CONSISTING OF SEVEN (7) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 1 AND 21, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ||||| AS SHOWN ON THIS FINAL MAP.

OWNER: RIVER ISLANDS STAGE 2A, LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

DATED THIS _____ DAY OF _____ 2020
OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-160896, AND AS AMENDED IN DOCUMENT RECORDED DECEMBER 26, 2017, AS DOCUMENT NUMBER 2017-150771 AND FURTHER AMENDED IN DOCUMENT RECORDED APRIL 15, 2020 AS DOCUMENT NUMBER 2020-146805, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY: NAME _____
ITS _____

ACKNOWLEDGEMENT CERTIFICATE (OWNERS)

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 _____ 2020 BEFORE ME, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT 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) _____
FIRM, COUNTY OF BUSINESS _____
MY COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____

TRACT 3998
RIVER ISLANDS - STAGE 2A
VILLAGE Y

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 1 OF PARCEL MAP 19-01-PM
(26 MAP 147) AND PARCEL 2 OF TRACT 3997 (43 MAP 94),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2020



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 3998, RIVER ISLANDS, STAGE 2A, VILLAGE Y", CITY OF LATHROP, CALIFORNIA, CONSISTING OF SEVEN (7) SHEETS, THIS STATEMENT WAS FILED BY _____ ON _____ 2020, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDEMENT, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 1 AND 21 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ||||| IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF APPLICABLE, HAVE BEEN APPROVED BY THE CITY COUNCIL OF LATHROP AND FILED IN MY OFFICE.

TERESA VARGAS
CITY CLERK AND
CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE
OF CALIFORNIA

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

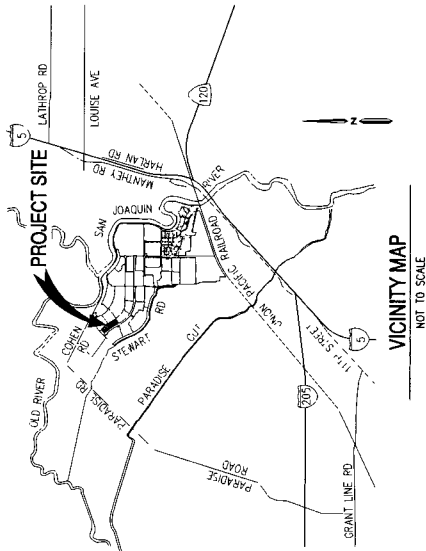
ON _____ 2020 BEFORE ME, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT 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) _____
FIRM, COUNTY OF BUSINESS _____
MY COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____

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



SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO TENTATIVE MAP NO. 3894 APPROVED BY THE PLANNING COMMISSION

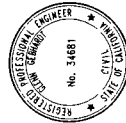
DATED THIS _____ DAY OF _____ 2020.

MARK WEISSNER, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, GLENN GEBHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3998, RIVER ISLANDS, STAGE 2A, VILLAGE Y", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE MAPS AND PLATS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA. I FURTHER STATE THAT THIS FINAL MAP COMPLES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THERE TO, APPLICABLE AT THE TIME OF APPROVAL OF KESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____ 2020



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

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ 2020, AT _____ M
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY
FEE \$ _____

BY: _____
STEVE BESTOLARDES, ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

ANNE-SOPHIE TRUONG, HEREBY STATE, THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3998, RIVER ISLANDS, STAGE 2A, VILLAGE Y", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN THEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

ANNE-SOPHIE TRUONG, P L S. 8998
ACTING CITY SURVEYOR
CSG CONSULTANTS



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 SEPTEMBER 11, 2018. I HEREBY STATE THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, 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.

DYAN CRAWFORD PLS NO 7788



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 PROPERTY 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 AN INCURRANCE OR DISCOMFORT ARISING FROM THE LAWN AND PROPER USE OF AGRICULTURAL CHEMICALS AND SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM PREDATION, 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 "GEOCHEMICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA" DATED 11/10/2004, BY GARY L. COULTER, INC., 10001 GLENN AVENUE, SUITE 100, LATHROP, WA 98626, FOR THIS PROJECT LOCATED AT 3998 RIVER ISLANDS, STAGE 2A, PLOT 1, LATHROP, WA 98626, IS FILED WITH THE CITY OF LATHROP RECORDS. COPIES OF THIS REPORT MAY BE OBTAINED FROM THE CITY OF LATHROP RECORDS DIVISION.

ON TRACT 3998, RIVER ISLANDS, STAGE 2A, PLOT 1, V. CONTAINS 33 RESIDENTIAL LOTS CONTAINING 3.27 ACRES, MORE OR LESS AS SHOWN ON THIS FINAL MAP. PLEASE REFER TO THE AREA TABLE BELOW.

TRACT 3998 AREA SUMMARY	
LOTS 1 THROUGH 33	327 AC±
TOTAL	327 AC±

4 BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214021045-LR (VERSION 1),
DATED MAY 14, 2020. PROVIDED BY OLD REPUBLIC TITLE COMPANY

TRACT 3998
RIVER ISLANDS - STAGE 2A
VILLAGE Y

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 1 OF PARCEL MAP 19-01-PM
26 M&P 147) AND PARCEL 2 OF TRACT 3997 (43 M&P 94),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2020



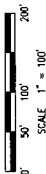
(R1)	IRREVOCABLE DEED OF DEDICATION OF EASEMENT FOR PUBLIC HIGHWAY PURPOSES AND PUBLIC UTILITY EASEMENT (TRACT 3397 – OFFSITE ROADWAY DEDICATION – NORBEEK TRACT, GARFINKS AVENUE AND BOSCH AVENUE) IN FAVOR OF THE CITY OF LATHROP, RECORDED JUNE 28, 2019, AS DOCUMENT NUMBER 2019-068112, 5 J.C.R.
(R2)	TRACT 4015, RIVER ISLANDS-STAGE 2A, VILLAGE WH, FILED OCTOBER 18, 2019, IN BOOK 43 OF MAPS AND PLATS, PAGE 106, 5 J.C.R. (43 MAP 106)
(R3)	TRACT 3998, RIVER ISLANDS-STAGE 2A, VILLAGE BB, FILED MARCH 27, 2019, IN BOOK 43 OF MAPS AND PLATS, PAGE 78, 5 J.C.R. (43 MAP 78)
(R4)	TRACT 3908, RIVER ISLANDS-STAGE 2A, LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAP AND PLATS, PAGE 52, 5 J.C.R. (43 MAP 52)
(R5)	TRACT 3397, RIVER ISLANDS-STAGE 2A, VILLAGE Y, FILED JUNE 28, 2019, IN BOOK 43 OF MAP AND PLATS, PAGE 94, 5 J.C.R. (43 MAP 94)
(R6)	PARCEL MAP 19-01-PM, FILED SEPTEMBER 25, 2019, IN BOOK 26 OF PARCEL MAPS, PAGE 147, 5 J.C.R. (26 PM 147)

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 2001-01046177, S.J.C.R.
PUBLIC UTILITY EASEMENT AND WALL EASEMENT IN FAVOR OF THE CITY OF LATHROP PER TRACT 3997, RIVER ISLANDS, PLAT 2A, VILLAGE Y, FILED JUNE 28, 2019, IN BOOK 43 OF MAPS AND PLATS, PAGE 94, S.J.C.R.

TRACT 3998 RIVER ISLANDS - STAGE 2A VILLAGE Y

A PORTION OF PLANS OF RECORD, BEING
A SUBDIVISION OF PARCEL 1 OF TRACT 3997 (43 MAP 94),
(26 MAP 147) AND PARCEL 2 OF TRACT 3997 (43 MAP 94),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2020



LEGEND

- ⊙ MONUMENT TO BE SET PER (R6)
- ⊙ MONUMENT TO BE SET PER (R4)
- ⊙ MONUMENT TO BE SET PER TRACT 3997 (R5)
- 3/4" IRON PIPE WITH CAP STAMPED "PLS 7786" PER (R4) AND (R5), RESPECTIVELY
- ===== RESTRICTED ACCESS
- ===== BOUNDARY
- ===== LOT LINE OR RIGHT-OF-WAY LINE
- ===== EASEMENT LINE
- ===== MEASURED AND RECORD DATA PER REFERENCE (R1)
- 200.00' (R1)
- (R1)
- (M-M)
- (M-BC)
- (M-L)
- (R)
- (T)
- (B)
- DN BOUNDARY
- DN PUBLIC UTILITY EASEMENT
- W.C. WITNESS CORNER
- L1/C/R1 LINE, CURVE, RADIAL LINE
- ① EASEMENT REFERENCE NUMBER - SEE THIS SHEET

NOTES

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 6 FOR MONUMENTATION NOTES

EASEMENT

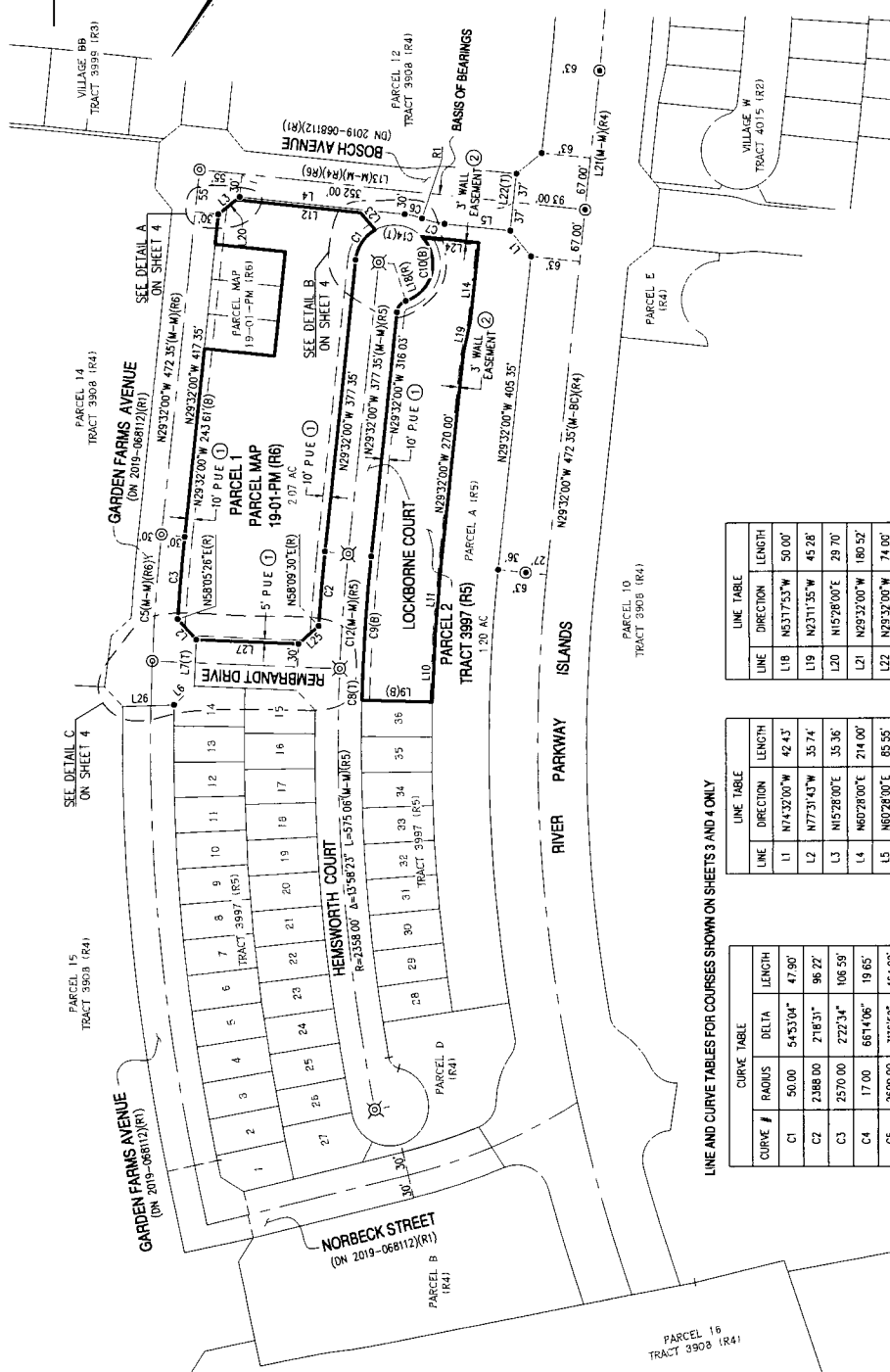
- ① PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER TRACT 3997, RIVER ISLANDS, STAGE 2A, VILLAGE Y, FILED JUNE 28, 2019, IN BOOK 43 OF MAPS AND PLATS, PAGE 94, S.J.C.R. (R5)
- ② WALL EASEMENT IN FAVOR OF THE CITY OF LATHROP PER TRACT 3997, RIVER ISLANDS, STAGE 2A, VILLAGE Y, FILED JUNE 28, 2019, IN BOOK 43 OF MAPS AND PLATS, PAGE 94, S.J.C.R. (R5)

RADIAL LINE TABLE FOR COURSES SHOWN ON SHEET 3 ONLY

RADIAL LINE TABLE	
LINE #	DIRECTION
R1	N14°19'47"W

BASIS OF BEARINGS

THE BEARING OF NORTH 60°28'00" EAST BETWEEN FOUND MONUMENTS ALONG BOSCH AVENUE AND PARCEL 10, TRACT 3998 (R4), WAS TAKEN ON THE BASIS OF SURVEY MADE BY LATHROP COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, M083). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 3 AND 4 ONLY

CURVE #	RADIUS	DELTA	LENGTH
C1	50.00	54°53'04"	47.90'
C2	2388.00	21°16'31"	96.72'
C3	2570.00	22°23'44"	106.59'
C4	17.00	66°14'06"	19.65'
C5	2600.00	3°36'52"	164.02'
C6	87.00	45°21'33"	23.09'
C7	113.00	15°21'33"	29.98'
C8	2328.00	16°04'33"	653.18'
C9	2328.00	4°35'02"	186.25'
C10	50.00	116°54'59"	102.03'
C11	2600.00	1°16'23"	57.77'
C12	2358.00	3°36'52"	148.75'
C13	50.00	74°28'04"	64.96'
C14	50.00	246°14'07"	214.88'

LINE	DIRECTION	LENGTH
L1	N74°32'00"W	42.43'
L2	N77°31'43"W	35.74'
L3	N45°28'00"E	35.36'
L4	N60°28'00"E	214.00'
L5	N60°28'00"E	65.55'
L6	N11°13'59"E	35.74'
L7	N33°08'53"W	60.00'
L8	N55°32'58"E	91.00'
L9	N32°57'53"W	90.00'
L10	N30°39'35"W	90.00'
L11	N60°28'00"E	161.00'
L12	N60°28'00"E	500.00'
L13	N60°28'00"E	100.00'
L14	N39°32'00"W	20.00'
L15	N60°28'00"E	20.00'

LINE	DIRECTION	LENGTH
L18	N53°17'53"W	50.00'
L19	N23°11'35"W	45.28'
L20	N45°28'00"E	29.70'
L21	N29°32'00"W	180.52'
L22	N29°32'00"W	74.00'
L23	N70°06'38"W	29.74'
L24	N60°27'56"E	74.32'
L25	N17°30'19"E	34.95'
L26	N52°36'42"E	66.05'
L27	N45°51'08"E	132.03'

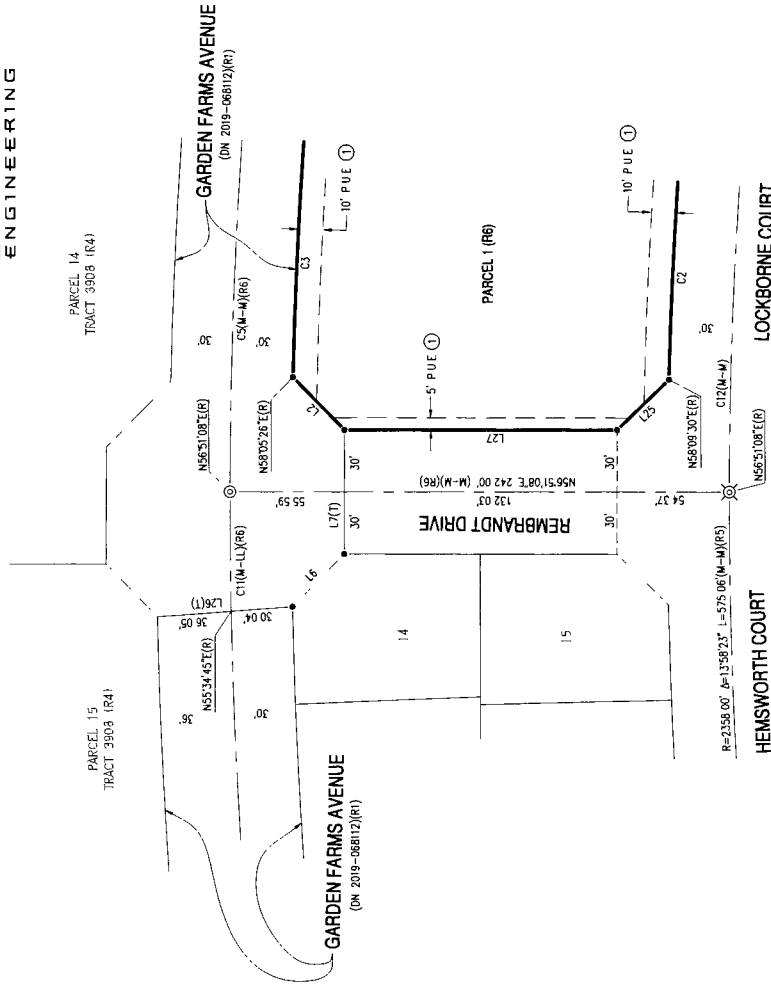
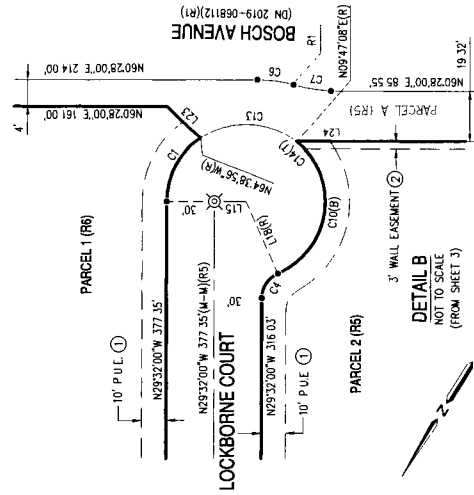
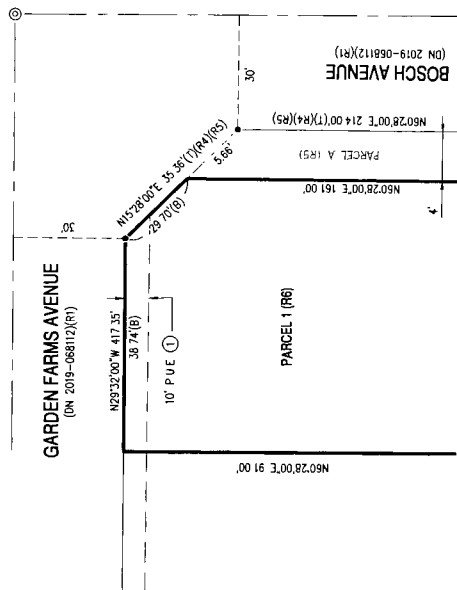
TRACT 3998 RIVER ISLANDS - STAGE 2A VILLAGE Y

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCELS 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24,
(26 MAP 147) AND PARCEL 2 OF TRACT 3997 (43 MAP 94),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2020



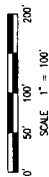
NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR THE LEGEND
3. SEE SHEET 3 FOR LINE/CURVE AND RADIAL TABLES



DETAIL C
NOT TO SCALE
(FROM SHEET 3)

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 1 OF PARCEL MAP 19-01-PM
06 M&P 147) AND PARCEL 2 OF TRACT 3997 (43 M&P 94),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA



LEGEND

BOUNDARY

LOT LINE

EXISTING ROADWAY EASEMENT

SHEET NUMBER

RESTRICTED ACCESS

SHEET LIMIT LINE

⑥

PARCEL MAP
9-01-PM (R5)

PARCEL 14
TRACT 3908 (R4)

PARCEL 15
TRACT 3908 (R4)

REMBRANDT DRIVE

NORBECK STREET

PARCEL B
TRACT 3908
(R4)

PARCEL (R5)
TRACT 3997

RIVER ISLANDS PARKWAY

PARCEL E
TRACT 3908 (R4)

VILLAGE W
TRACT 4015 (R2)

PARCEL 10
TRACT 3908 (R4)

TRACT 3998 RIVER ISLANDS - STAGE 2A VILLAGE Y

A PORTION OF RANCHO EL PESCADOR, BEING
A SUBDIVISION OF THE LANDS OF THE
(28 MAP 147) AND PARCEL 2 OF TRACT 3997 (43 MAP 94),
CITY OF LA HABRA, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2020

ODELL
ENGINEERING

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

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C12	50.00	246°14'07"	214.88'
C13	2358.00	3°36'52"	148.75'
C14	2328.00	16°04'13"	653.18'
C15	2600.00	3°38'52"	164.02'
C16	2328.00	109°09'	46.83'
C17	2328.00	109°09'	46.83'
C18	2328.00	109°10'	46.83'
C19	2328.00	107°34'	45.76'
C20	113.00	157°13'	29.98'
C21	87.00	157°13'	23.08'
C22	2600.00	1°16'23"	57.77'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	2570.00	0°43'35"	32.58'
C2	2570.00	102°24"	46.85'
C3	2570.00	0°36'36"	27.36'
C4	50.00	46°49'55"	40.87'
C5	50.00	83°03'07"	7.03'
C6	2388.00	0°29'43"	20.65'
C7	2388.00	1°04'47"	45.00'
C8	2388.00	0°44'00"	30.57'
C9	50.00	54°53'04"	47.90'
C10	17.00	66°14'06"	19.85'
C11	50.00	116°54'59"	102.03'

LINE TABLE			
LINE	DIRECTION	LENGTH	
L1	N77°31'43"W	35.74'	
L2	N29°32'00"W	38.74'	
L3	N15°28'00"E	29.70'	
L4	N15°28'00"E	35.36'	
L5	N75°06'38"W	29.24'	
L6	N12°30'19"E	34.95'	
L7	N29°32'00"W	1.03'	
L8	N69°27'56"E	74.32'	
L9	N60°28'00"E	20.00'	
L10	N52°38'42"E	66.09'	
L11	N11°15'59"E	35.74'	

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 6 AND 7 ONLY

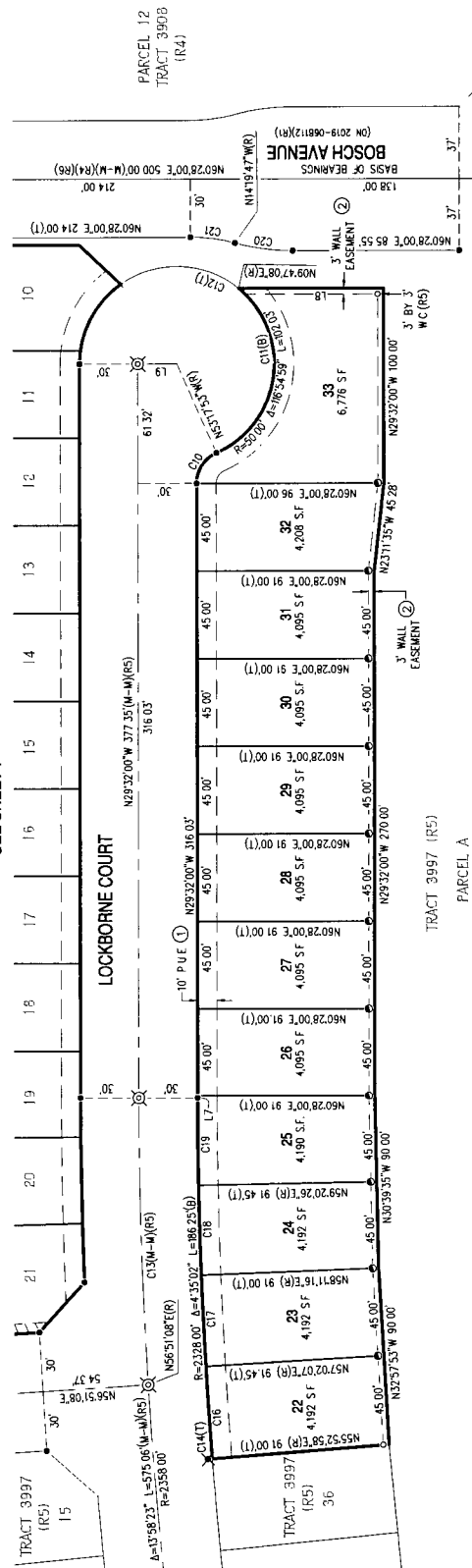
MONUMENTATION NOTES

- ⊙ MONUMENT TO BE SET PER (R6)
- ⊙ MONUMENT TO BE SET PER (R5)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R4) AND (R5)
- SET 3.00' WITNESS CORNER (W.C.) UNLESS OTHERWISE NOTED. MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- 3.00' WITNESS CORNER (W.C.) UNLESS OTHERWISE NOTED. MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R5)
- ✕ 117" 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 PER (R5)
- ⊙ 117" 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 PER (R6)
- ⊙ 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED PER (R6)
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 117" BRASS DISK STAMPED "PLS 7788" ON SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

NOTES

- SEE SHEET 2 FOR REFERENCES
- SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND

SEE SHEET 7



TRACT 3998 RIVER ISLANDS - STAGE 2A VILLAGE Y

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 1 OF PARCEL MAP 19-01-PM
(26 MAP 147) AND PARCEL 2 OF TRACT 3997 (43 MAP 94),
CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2020

O'DELL
ENGINEERING

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

VILLAGE BB
TRACT 3999 (R3)

PARCEL 14
TRACT 3908 (R4)

PARCEL 15
TRACT 3908 (R4)

GARDEN FARMS AVENUE

BOSCH AVENUE

PARCEL 12
TRACT 3908 (R4)

LOCKBORNE COURT

REMBRANDT DRIVE

TRACT 3997
(R5)

SEE SHEET 6

NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 6 FOR LINE AND CURVE TABLES
4. SEE SHEET 6 FOR MONUMENTATION NOTES

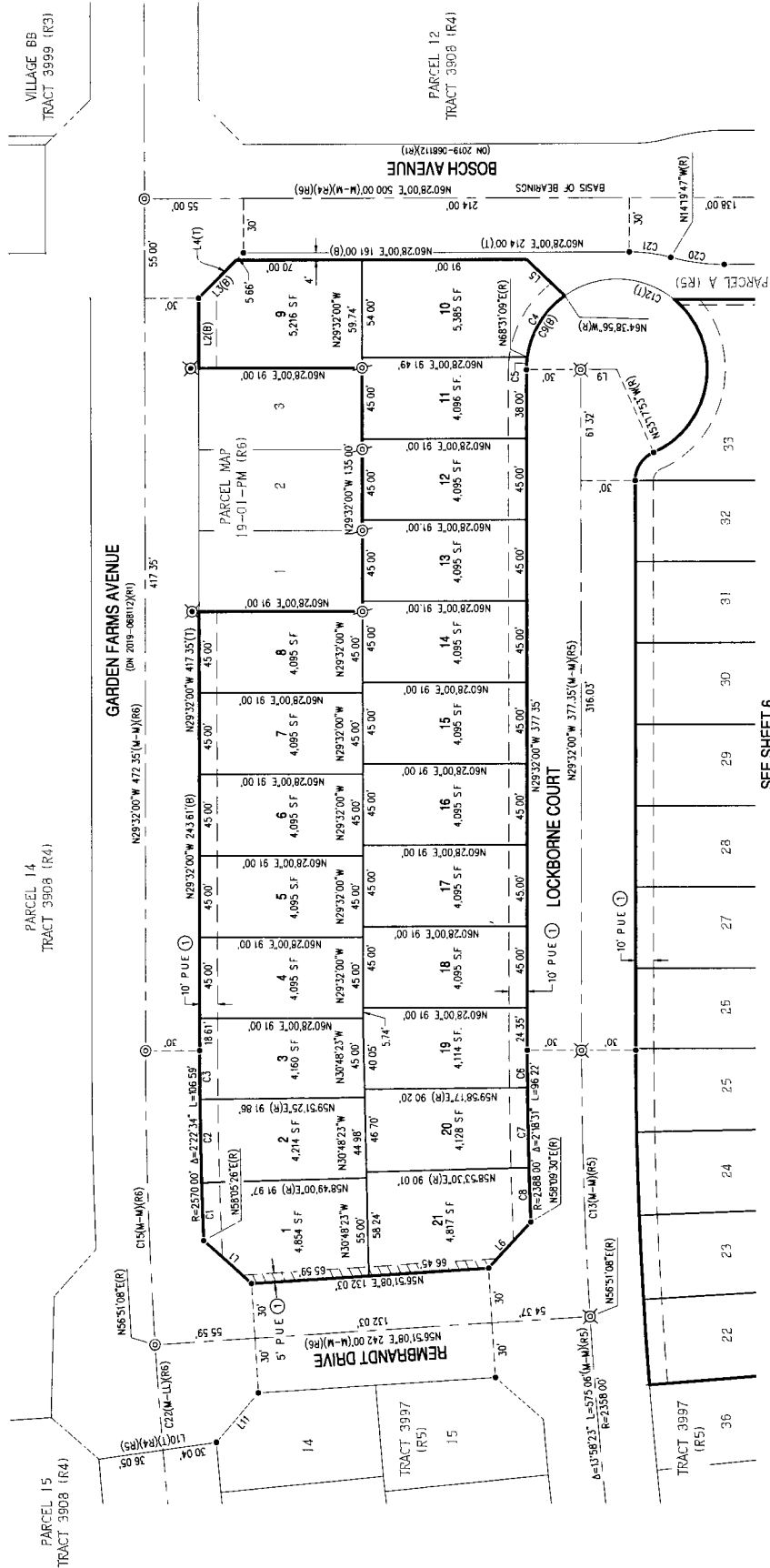


EXHIBIT "B"

TRACT 3998 AND VILLAGE Y AREA

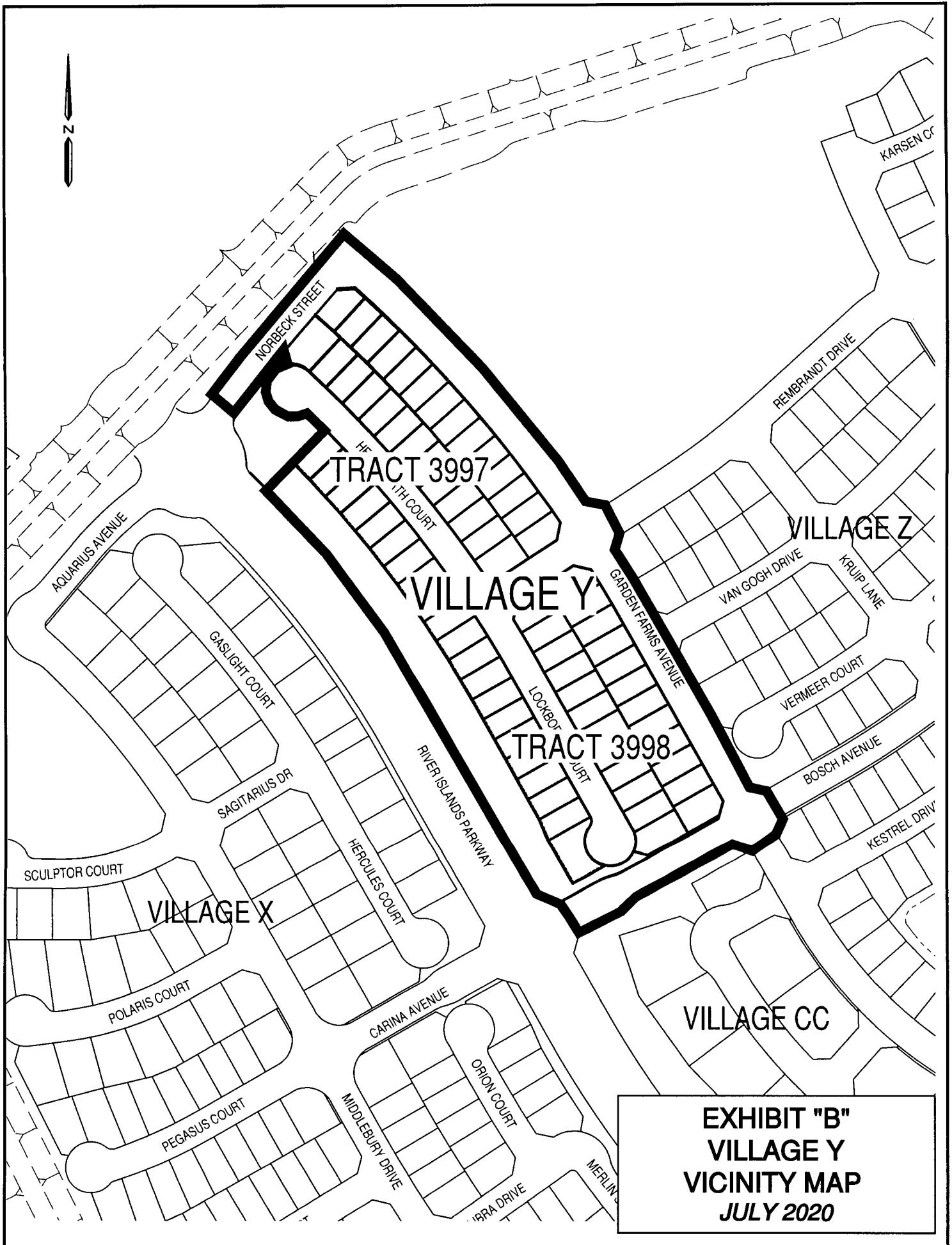


EXHIBIT "C"

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)
07/13/2020

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. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
		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:	

COVERAGES **CERTIFICATE NUMBER:** W17277431 **REVISION NUMBER:**

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

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

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

This Voids and Replaces Previously Issued Certificate Dated 07/13/2020 WITH ID: W17275445.

RE: RIVER ISLANDS - Tract 3998 Village "Y"

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

CERTIFICATE HOLDER

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

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED River Islands Development, LLC River Islands Stage 2A, 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

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 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.

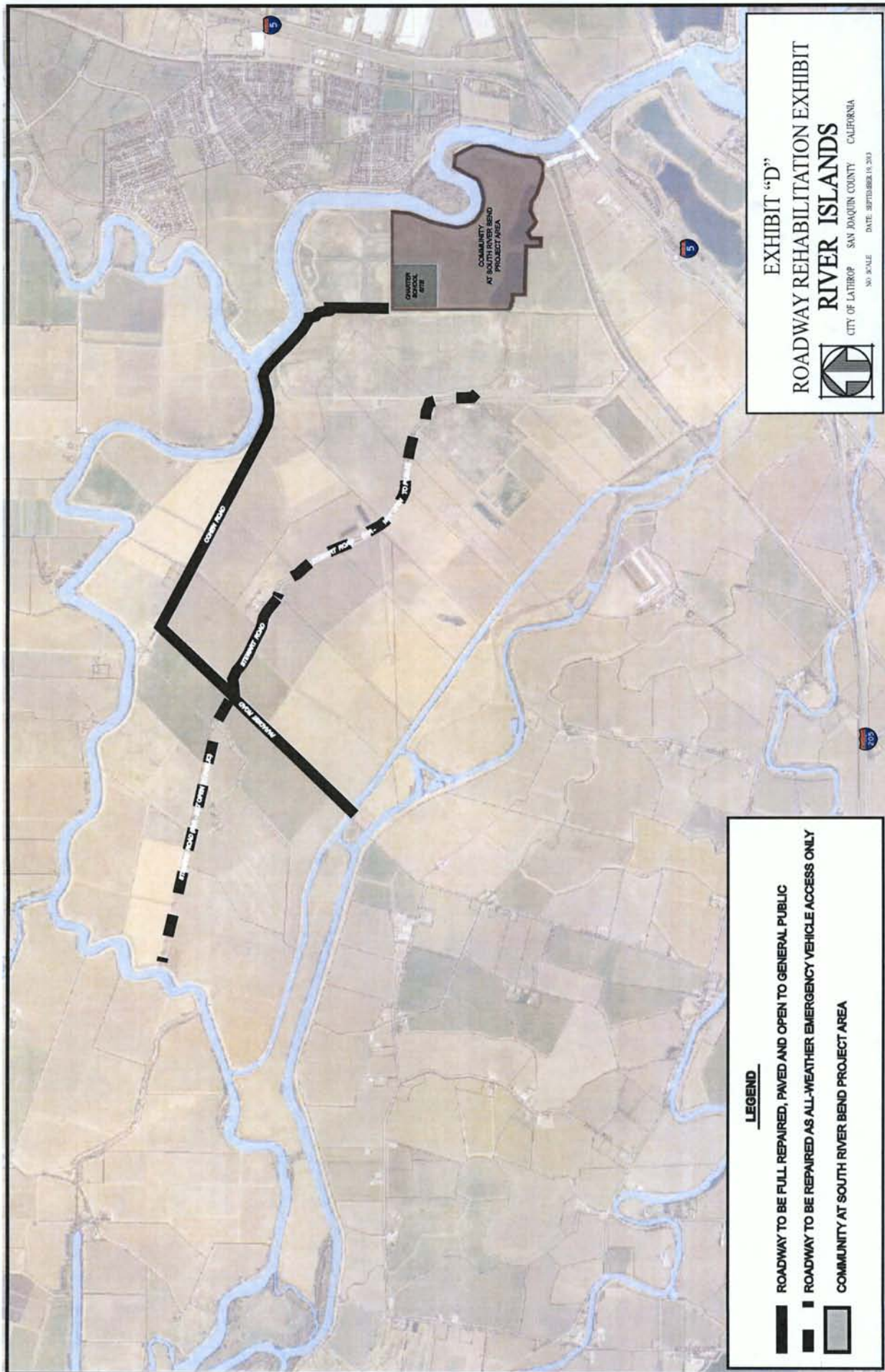
SCHEDULE

<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



LEGEND

- ROADWAY TO BE FULL REPAIRED, PAVED AND OPEN TO GENERAL PUBLIC
- ROADWAY TO BE REPAIRED AS ALL-WEATHER EMERGENCY VEHICLE ACCESS ONLY
- COMMUNITY AT SOUTH RIVER BEND PROJECT AREA

EXHIBIT "D"
ROADWAY REHABILITATION EXHIBIT
RIVER ISLANDS
 CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA
 NO SCALE DATE: SEPTEMBER 15, 2013

EXHIBIT "E"

VILLAGE Y UNFINISHED IMPROVEMENT COST ESTIMATE

ENGINEER'S OPINION OF PROBABLE COST

March 7, 2018

VILLAGE Y (72 LOTS)

Job No.: 25502-90

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	171,700	SF	\$ 0.45	\$ 77,265.00
2	3" AC Paving	43,600	SF	\$ 1.50	\$ 65,400.00
3	4.5" AC Paving	51,600	SF	\$ 2.25	\$ 116,100.00
4	7" Aggregate Base	43,600	SF	\$ 1.05	\$ 45,780.00
5	8" Aggregate Base	51,600	SF	\$ 1.20	\$ 61,920.00
6	Vertical Curb and Gutter (with AB cushion)	1,970	LF	\$ 15.00	\$ 29,550.00
7	Rolled Curb and Gutter (with AB cushion)	3,410	LF	\$ 15.00	\$ 51,150.00
8	Concrete Sidewalk	29,200	SF	\$ 5.00	\$ 146,000.00
9	Driveway Approach	72	EA	\$ 600.00	\$ 43,200.00
10	Handicap Ramps	8	EA	\$ 2,500.00	\$ 20,000.00
11	Survey Monuments	11	EA	\$ 300.00	\$ 3,300.00
12	Traffic Striping & Signage	2,770	LF	\$ 5.00	\$ 13,850.00
13	Dewatering (budget)	2,770	LF	\$ 40.00	\$ 110,800.00
14	Barricade	2	EA	\$ 1,500.00	\$ 3,000.00
Subtotal Street Work					\$ 787,315.00
<u>STORM DRAIN</u>					
15	Catch Basins (type A inlet)	7	EA	\$ 2,400.00	\$ 16,800.00
16	Catch Basins (type A inlet over type I manhole base)	7	EA	\$ 2,800.00	\$ 19,600.00
17	Catch Basins (type A inlet over type II manhole base)	8	EA	\$ 5,000.00	\$ 40,000.00
18	15" Storm Drain Pipe	1,080	LF	\$ 34.00	\$ 36,720.00
19	18" Storm Drain Pipe	20	LF	\$ 46.00	\$ 920.00
20	24" Storm Drain Pipe	690	LF	\$ 65.00	\$ 44,850.00
21	30" Storm Drain Pipe	390	LF	\$ 80.00	\$ 31,200.00
22	36" Storm Drain Pipe	485	LF	\$ 95.00	\$ 46,075.00
23	42" Storm Drain Pipe	95	LF	\$ 120.00	\$ 11,400.00
24	Manholes (type II)	1	EA	\$ 5,000.00	\$ 5,000.00
25	Stub & Plug	4	EA	\$ 1,000.00	\$ 4,000.00
26	Connect to Existing	3	EA	\$ 1,700.00	\$ 5,100.00
Subtotal Storm Drain					\$ 261,665.00
<u>SANITARY SEWER</u>					
27	8" Sanitary Sewer Pipe	2,650	LF	\$ 28.00	\$ 74,200.00
28	Manholes	10	EA	\$ 4,000.00	\$ 40,000.00
29	Sewer Service	72	EA	\$ 600.00	\$ 43,200.00
30	Stub & Plug	4	EA	\$ 1,000.00	\$ 4,000.00
31	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Sanitary Sewer					\$ 164,400.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
32	8" Water Line <i>(including all appurtenances)</i>	2,100	LF	\$ 32.00	\$ 67,200.00
33	10" Water Line <i>(including all appurtenances)</i>	640	LF	\$ 40.00	\$ 25,600.00
34	Water Service	72	EA	\$ 2,000.00	\$ 144,000.00
35	Fire Hydrants	7	EA	\$ 4,000.00	\$ 28,000.00
36	Water Plug & Stub	5	EA	\$ 1,000.00	\$ 5,000.00
37	Connect to Existing	2	EA	\$ 4,000.00	\$ 8,000.00
Subtotal Water Supply					\$ 277,800.00
<u>NON-POTABLE WATER SUPPLY</u>					
38	8" Non-Potable Water Line <i>(including all appurtenances)</i>	750	LF	\$ 35.00	\$ 26,250.00
39	Stub & Plug	1	EA	\$ 1,000.00	\$ 1,000.00
40	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Non-Potable Water Supply					\$ 30,250.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 1,521,000.00
COST PER LOT					\$ 21,125.00

Notes:

- 1) Unit prices are based on estimated current construction costs and no provision for inflation is included.
- 2) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.

ENGINEER'S PRELIMINARY COST ESTIMATE
VILLAGE Y (72 LOTS)
STAGE 2A
RIVER ISLANDS
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 26, 2018
Job No.: 25510.79

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREETSCAPE</u>					
1	Landscape/Irrigation Improvements	77,119	SF	\$ 5.00	\$ 385,595.00
	Subtotal Streetscape				\$ 385,595.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 385,595.00
COST PER LOT					\$ 5,355.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, frontyard/pkwy strip landscape and irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

EXHIBIT "F"

VILLAGE Y IMPROVEMENTS ENGINEER'S ESTIMATE

ENGINEER'S BOND ESTIMATE

COST TO COMPLETE

RIVER ISLANDS - PHASE 2A

VILLAGE Y (72 LOTS)

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

January 16, 2019

Job No.: 25502-90

Item	Description	Quantity	Unit	Unit Price	Amount
1	Set Water Boxes and SSCO Boxes (25% Completion)	1	LS	\$ 27,000.00	\$ 27,000.00
2	Survey Monuments (0% Completion)	1	LS	\$ 3,000.00	\$ 3,000.00
3	Signing & Striping (0% Completion)	1	LS	\$ 16,000.00	\$ 16,000.00
TOTAL COST TO COMPLETE \$					46,000.00

Notes:

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Village Y

ENGINEER'S PRELIMINARY COST ESTIMATE
VILLAGE Y (72 LOTS)
STAGE 2A
RIVER ISLANDS
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 26, 2018
Job No.: 25510.79

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREETSCAPE</u>					
1	Landscape/Irrigation Improvements	77,119	SF	\$ 5.00	\$ 385,595.00
	Subtotal Streetscape				\$ 385,595.00
TOTAL CONSTRUCTION COST (nearest \$1,000) \$					385,595.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, frontyard/pkwy strip landscape and irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

EXHIBIT "G"

**RIPFA LETTER OF GUARANTEE
INTERIM PUBLIC ACCESS WITHIN THE STAGE 2A DEVELOPMENT AREA**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

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

TEL: (209) 879-7900

May 4, 2017

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

Subject: Letter of Guarantee - Construction of Interim Public Access within the River Islands at Lathrop Stage 2A Development Area

This Letter of Guarantee is being made in lieu of a performance bond for the construction of an interim public access (public right of way) within the Stage 2A development area of the River Islands development project. River Islands Development, LLC ("RID") has requested the permanent closure of Cohen Road from Stage 1 to Paradise Road and Paradise Road from Stewart Road to the Stage 2A levee (see Exhibit "A" attached to this Letter of Guarantee). This closure would allow the construction of the Stage 2B levee system. The closure will not allow public traffic to utilize Paradise Road to access the River Islands development area while the construction of the Stage 2B levee is occurring, but still allow emergency vehicles access to the area via all-weather access roads.

RID plans to construct River Islands Parkway from its current terminus in Stage 1, through the Stage 2A development area and into Stage 2B and reconstruct Paradise Road within Stage 2B to restore public access to the project from the Tracy/Banta area. Until these roads are constructed and dedicated to the City for public use, the City is requiring security to restore public access to Paradise Road should RID fail to perform. We are providing you this Letter of Guarantee for this purpose.

The engineer's estimate as provided by O'Dell Engineering for a 28-foot-wide paved roadway, equivalent to existing Cohen Road, in the general alignment of proposed River Islands Parkway from Stage 1 to Paradise Road through Stage 2B is \$453,000 (See Exhibit "B"). The total length of this "guarantee roadway" is 6,150 linear feet. As a result, the Authority hereby agrees to set-aside funds in the amount of \$543,600, which amount is equal to 120% of the engineer's estimate, in-lieu of a performance bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including roadways.

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until August 1, 2020, or until such time that permanent roadways are

constructed and dedicated to the City to restore permanent public access to Paradise Road, whichever comes first. If the permanent roadways are not constructed, inspected and accepted by the City by August 1, 2020 and the deadline is not extended by the City in writing, no later than August 2, 2020, the Authority will cause one of the following to occur:

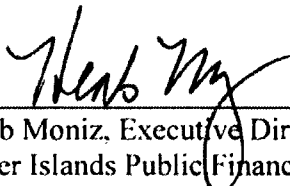
1. The Authority shall use the funds set aside in the Improvement Fund to construct a 28-foot-wide paved roadway in a new alignment, equivalent to the existing Cohen Road or, to reconstruct the existing 28-foot-wide paved Cohen and Paradise roadways in the original alignment at the City's direction. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadways necessary to restore access are constructed, inspected and operational, not to exceed December 31, 2020-.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable roadways. In such event, the City will use reasonable diligence to complete the construction of the roadways. Once permanent access has been constructed to the satisfaction of the City Engineer, and all costs related thereto have been paid, the City shall return any of the unspent funds and any investment earnings thereon to the Authority for redeposit to the Improvement Fund. Until the completion of the roadways and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it, and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs associated with the roadways necessary to restore public access, and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the remaining roadway work necessary to restore public access.
3. Since the construction of roadways within Stages 2A and 2B are phased and will continue to be constructed by RID, RD 2062 or the Authority over time, the Authority may request a reduction in the amount of funds necessary to be held from the Improvement Fund as segments of permanent public roadways are constructed and dedicated to the City. For instance, segments of River Islands Parkway through Stage 2A should be completed in late 2017/early 2018 and dedication of this segment would reduce the amount of security described herein. As a result, a reduction of \$88.40 per L.F. (\$543,600/6,150 L.F.) 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

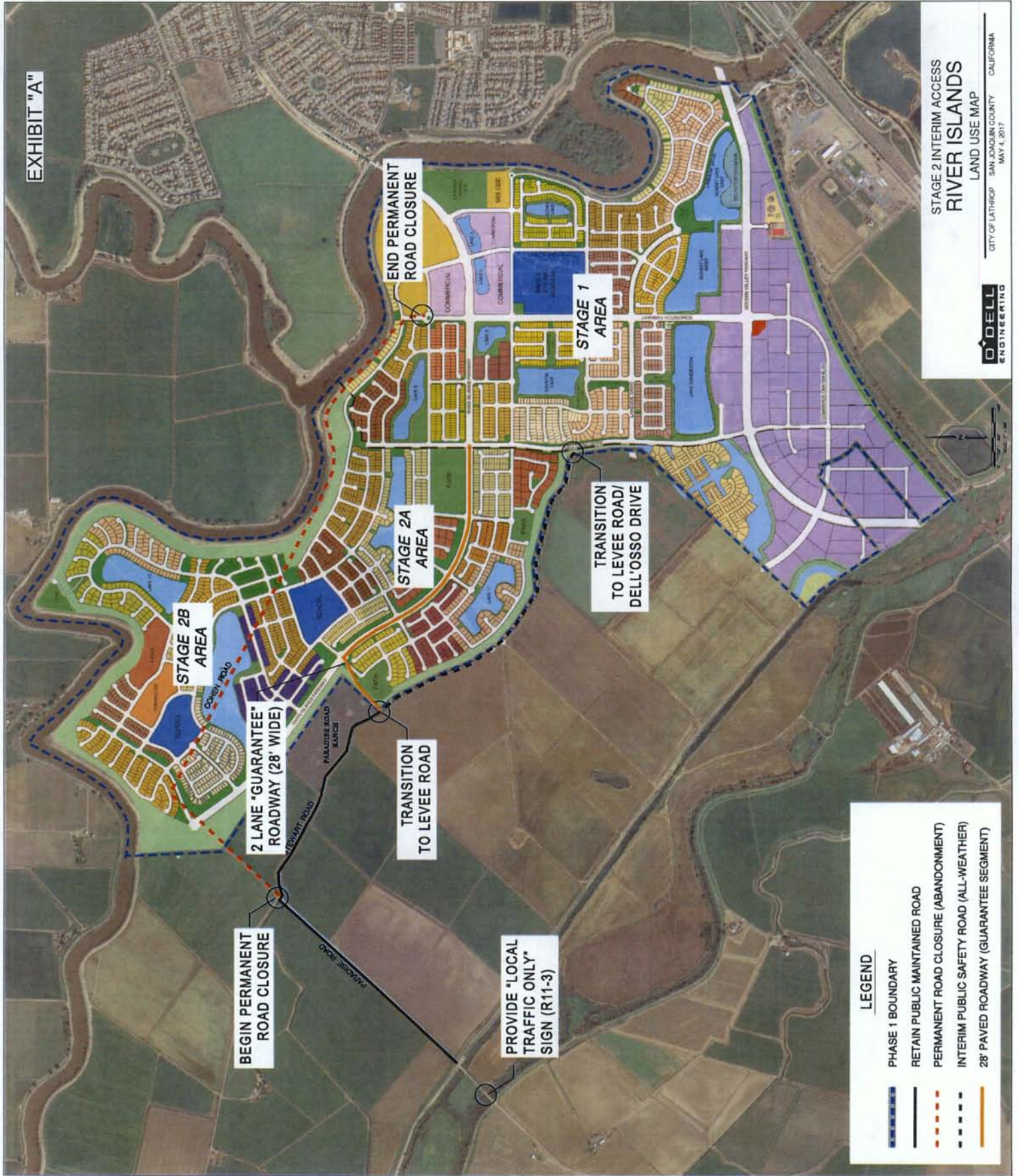
Enclosures: Exhibit "A": Location of Applicable Roadways – Cohen/Paradise
Exhibit "B": O'Dell Engineering – Engineer's Estimates

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



LEGEND

- PHASE 1 BOUNDARY
- RETAIN PUBLIC MAINTAINED ROAD
- PERMANENT ROAD CLOSURE (ABANDONMENT)
- INTERIM PUBLIC SAFETY ROAD (ALL-WEATHER)
- 28' PAVED ROADWAY (GUARANTEE SEGMENT)

**STAGE 2 INTERIM ACCESS
RIVER ISLANDS
LAND USE MAP**

EXHIBIT "B"

ENGINEERING

ENGINEER'S OPINION OF PROBABLE COST
INTERIM ROAD CONNECTION - STAGE 2A
GUARANTEE
RIVER ISLANDS - PHASE 1
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

May 4, 2017

Item	Description	Quantity	Unit	Unit Price	Amount
<u>SITE PREPARATION</u>					
1	Mobilization ¹	1	LS	\$ 25,000.00	\$ 22,750.00
2	Erosion Control	1	LS	\$ 2,500.00	\$ 2,500.00
	Subtotal Site Preparation				\$ 25,250.00
<u>GRADING</u>					
3	Earthwork ²	1,600	CY	\$ 5.00	\$ 8,000.00
	Subtotal Grading				\$ 8,000.00
<u>MISCELLANEOUS</u>					
4	3" AC (6150 LF)	172,200	SF	\$ 1.50	\$ 258,300.00
5	6" AB (6150 LF)	172,200	SF	\$ 0.90	\$ 154,980.00
6	Conform to Existing	2	LS	\$ 3,000.00	\$ 6,000.00
	Subtotal Miscellaneous				\$ 419,280.00
	SUBTOTAL CONSTRUCTION COST				\$ 452,530.00
	TOTAL CONSTRUCTION COST (nearest \$1,000)				\$ 453,000.00

Notes:

- 1) Mobilization assumed to be 5% of total cost.
- 2) Earthwork quantity includes 35% shrinkage.

EXHIBIT "H"

**RIPFA LETTER OF GUARANTEE
RIVER ISLANDS PARKWAY WITHIN THE STAGE 2A DEVELOPMENT AREA**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

73 W. STEWART ROAD

LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

June 26, 2018

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

Subject: Letter of Guarantee - Construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B Boundary (Lakeside East District) – Tract 3908

This Letter of Guarantee is being made in lieu of a performance bond for the construction of unfinished portions of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary within the Stage 2A development area of the River Islands development project (also known as the Lakeside East District). River Islands Public Financing Authority (Authority) is providing the funding for public improvements in the Stage 2A development area, including improvements to River Islands Parkway (Improvements). It is our understanding that a guarantee for construction of the River Islands Parkway Improvements through Stage 2A is required as a condition precedent to City Council approval of the Tract 3908 large lot subdivision map proposed by River Islands Development, LLC. Since the Authority is already setting aside funds for the full construction of River Islands Parkway, we are providing you this Letter of Guarantee as the required subdivision guarantee necessary for the Tract 3908 large lot final map.

The engineer's estimates as provided by O'Dell Engineering for the full cost of the of River Islands Parkway Improvements from Dell'Osso Drive to the Stage 2B boundary is \$5,264,000, and for the unfinished portions (as of June 15, 2018) of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is \$338,004 (attached as Exhibit "A"). The Authority hereby agrees to set-aside funds in the amount of \$450,000, which amount is equal to 180% of this engineer's estimate of the unfinished improvements, in-lieu of a 100% performance bond and 50% labor and materials bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including River Islands Parkway. Also attached to this Letter of Guarantee is an exhibit showing the portion of River Islands Parkway being guaranteed by this letter for your reference (Exhibit "B").

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until July 8, 2019, or until such time River Islands Parkway through Stage 2A is fully constructed, inspected and accepted into service by the City, whichever comes first. If this portion of River Islands Parkway is not constructed, inspected and accepted into service by the City by July 8, 2019 and the deadline is not extended by the City in writing, no later than September 30, 2019, the Authority will cause one of the following to occur:

1. The Authority shall use the funds set aside in the Improvement Fund to construct the River Islands Parkway Improvements. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadway will be constructed, inspected and operational, no later than one year from the deadline noted above.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable portion of River Islands Parkway. In such event, the City will use reasonable diligence to complete the construction of the River Islands Parkway. Until the completion of the River Islands Parkway and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs of the construction of the River Islands Parkway and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the unfinished portions of River Islands Parkway through Stage 2A.

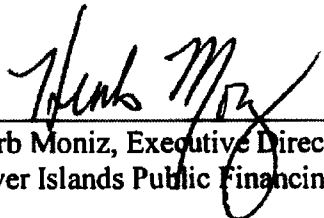
The Authority shall retain the discretion to choose between the two options outlined above. However, if any River Islands Parkway improvements remain incomplete on September 30, 2020, the Authority shall immediately resort to Option 2, and shall provide set aside moneys in the Improvement Fund as requested by the City to allow the City to complete the uncompleted improvements.

In addition, the commitment for the Authority to set aside these funds shall continue until the Improvements are constructed and accepted by the City Council, and the developer provides a one year maintenance bond in the amount of \$526,400 (10% of the full cost of the Improvements), or until the Authority provides an acceptable replacement letter of guarantee in that same amount of \$526,400 to guarantee the quality and condition of the full Improvements for one year from the date of acceptance by the City Council.

Glenn Gebhardt, City Engineer
City of Lathrop – Letter of Guarantee for Tract 3908
June 15, 2018
Page 3 of 3

As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.

Sincerely,

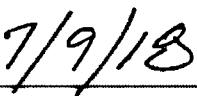
By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

Enclosures: Exhibit "A": Engineer's Estimate of full improvements from O'Dell Engineering
and Engineer's Estimate of unfinished improvements from O'Dell
Engineering
Exhibit "B": Location of guarantee on River Islands Parkway

cc: Susan Dell'Osso, River Islands Development, LLC

I Accept on Behalf of the City of Lathrop the Terms and Conditions
of the foregoing Letter of Guarantee.

By: 
Glenn R. Gebhardt, City Engineer


Date

**ENGINEER'S OPINION OF PROBABLE COST
RIVER ISLANDS - STAGE 2A
RIVER ISLANDS PARKWAY
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA**

March 6, 2018
Job No.: 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	621,700	SF	\$ 0.45	\$ 279,765.00
2	7" AC Paving	316,800	SF	\$ 3.50	\$ 1,108,800.00
3	11" Aggregate Base	316,800	SF	\$ 1.65	\$ 522,720.00
4	12" Lime Treatment	316,800	SF	\$ 1.10	\$ 348,480.00
5	Vertical Curb and Gutter <i>(with AB cushion)</i>	9,600	LF	\$ 15.00	\$ 144,000.00
6	Type F Median Curb <i>(with AB cushion)</i>	9,100	LF	\$ 18.00	\$ 163,800.00
7	Roundabout Concrete	2,400	SF	\$ 5.00	\$ 12,000.00
8	Concrete Sidewalk	77,400	SF	\$ 5.00	\$ 387,000.00
9	Handicap Ramps	20	EA	\$ 2,500.00	\$ 50,000.00
10	Survey Monuments	7	EA	\$ 300.00	\$ 2,100.00
11	Barricades	1	EA	\$ 1,500.00	\$ 1,500.00
12	Traffic Signing & Striping	4,710	LF	\$ 5.00	\$ 23,550.00
13	Dewatering <i>(Budget)</i>	4,710	LF	\$ 75.00	\$ 353,250.00
Subtotal Street Work					\$ 3,396,965.00
<u>STORM DRAIN</u>					
14	Catch Basins <i>(type A inlet)</i>	24	EA	\$ 2,400.00	\$ 57,600.00
15	15" Storm Drain Pipe	1,110	LF	\$ 34.00	\$ 37,740.00
16	18" Storm Drain Pipe	220	LF	\$ 46.00	\$ 10,120.00
17	24" Storm Drain Pipe	780	LF	\$ 65.00	\$ 50,700.00
18	Storm Drain Stub & Plug	9	EA	\$ 1,000.00	\$ 9,000.00
Subtotal Storm Drain					\$ 165,160.00
<u>SANITARY SEWER</u>					
19	24" Sanitary Sewer Pipe	50	LF	\$ 150.00	\$ 7,500.00
20	Manholes	24	LF	\$ 4,000.00	\$ 96,000.00
21	Connect to Existing Sanitary Sewer	2	EA	\$ 3,000.00	\$ 6,000.00
Subtotal Sanitary Sewer					\$ 109,500.00
<u>WATER SUPPLY</u>					
22	8" Water Line <i>(including all appurtenances)</i>	740	LF	\$ 32.00	\$ 23,680.00
23	10" Water Line <i>(including all appurtenances)</i>	280	LF	\$ 40.00	\$ 11,200.00
24	20" Water Line <i>(including all appurtenances)</i>	4,630	LF	\$ 100.00	\$ 463,000.00
25	Fire Hydrants	16	EA	\$ 4,000.00	\$ 64,000.00
26	Water Service	6	EA	\$ 2,000.00	\$ 12,000.00
27	Water Plug & Stub	9	EA	\$ 1,000.00	\$ 9,000.00
28	Connect to Existing Water	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal Water Supply					\$ 586,880.00

Item	Description	Quantity	Unit	Unit Price	Amount
RECYCLED WATER					
29	8" Recycled Water Flushing Line <i>(including all appurtenances)</i>	80	LF	\$ 45.00	\$ 3,600.00
30	12" Recycled Water Drain Line <i>(including all appurtenances)</i>	150	LF	\$ 55.00	\$ 8,250.00
31	16" Recycled Water Line <i>(including all appurtenances)</i>	4,650	LF	\$ 65.00	\$ 302,250.00
32	Recycled Water Plug & Stub	4	EA	\$ 1,000.00	\$ 4,000.00
33	Connect to Existing Recycled Water	1	EA	\$ 5,000.00	\$ 5,000.00
Subtotal Recycled Water					\$ 323,100.00
NON-POTABLE WATER					
34	8" Non-Potable Water Line <i>(including all appurtenances)</i>	650	LF	\$ 35.00	\$ 22,750.00
35	16" Non-Potable Water Line <i>(including all appurtenances)</i>	4,660	LF	\$ 80.00	\$ 372,800.00
36	Non-Potable Water Service	6	LF	\$ 2,000.00	\$ 12,000.00
37	Non-Potable Water Plug & Stub	7	EA	\$ 1,000.00	\$ 7,000.00
38	Connect to Existing Non-Potable Water	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Irrigation Water					\$ 417,550.00
LAKE FILL LINE					
39	16" Lake Fill Line <i>(including all appurtenances)</i>	4,820	LF	\$ 50.00	\$ 241,000.00
40	3" Aeration Line <i>(including all appurtenances)</i>	4,820	LF	\$ 4.00	\$ 19,280.00
41	Lake Fill Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
42	Connect to Existing Lake Fill Line	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Lake Fill Line					\$ 264,280.00
SUBTOTAL CONSTRUCTION COST					\$ 5,263,435.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 5,264,000.00

Notes

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

**ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - STAGE 2A
RIVER ISLANDS PARKWAY
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA**

June 13, 2018
Job No. 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
1	Sanitary Sewer & Water Raising Iron (95% Completion)	1	LS	\$ 54,400.00	\$ 54,400.00
2	Final AC Lift (90% Completion)	1	LS	\$ 246,604.00	\$ 246,604.00
3	Final Signing, Striping & Monument (0% Completion)	1	LS	\$ 37,000.00	\$ 37,000.00
TOTAL COST TO COMPLETE \$					338,004.00

Notes

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Stage 2A River Islands Parkway (Dell'Oso Drive to Stage 2A/2B Levee) dated June 12, 2018

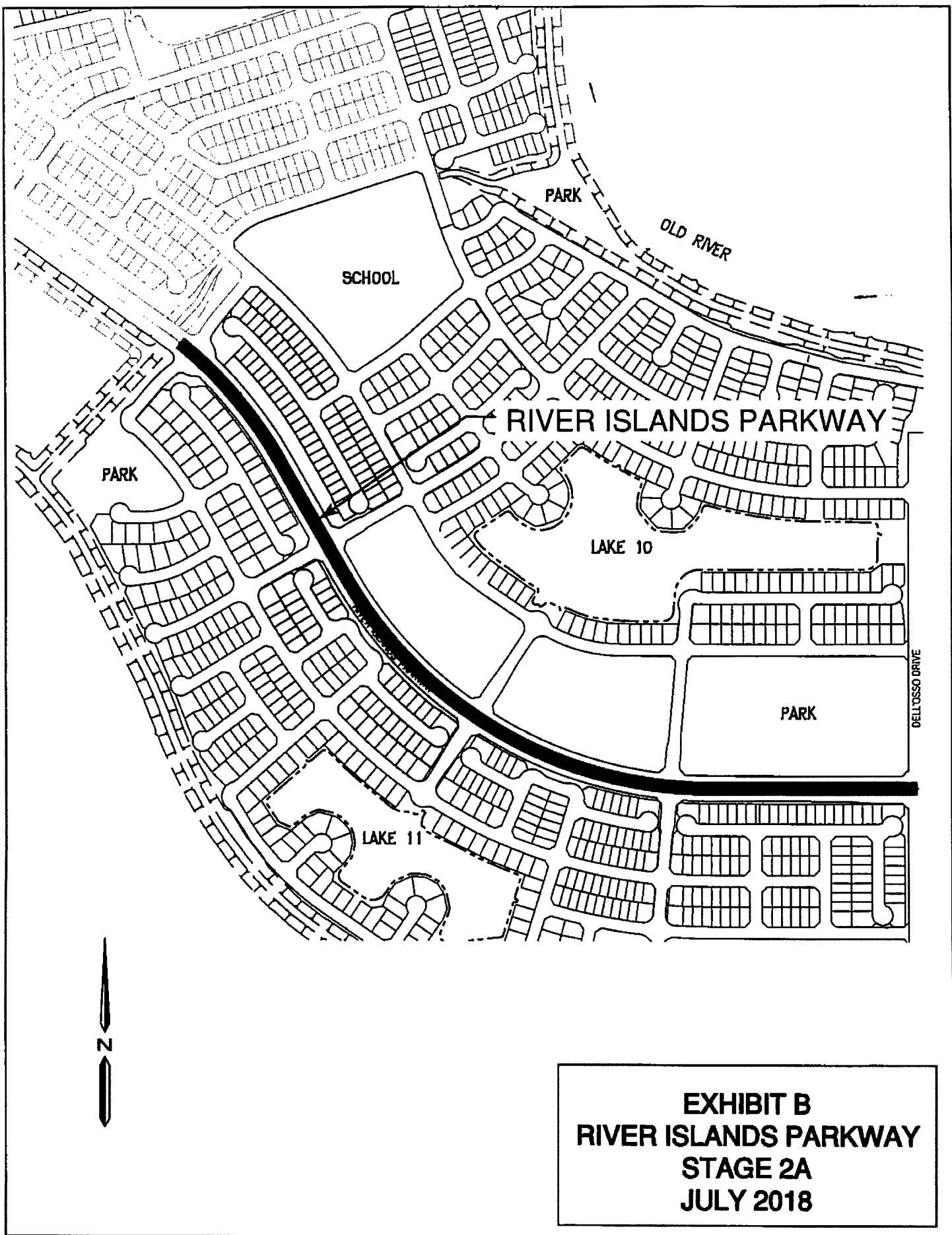


EXHIBIT "I"

**RECORDED COPY OF IRREVOCABLE OFFER OF DEDICATION FOR NORBECK
STREET, GARDEN FARMS AVENUE & BOSCH AVENUE**

RECORDING REQUESTED BY
OLD REPUBLIC TITLE COMPANY

Escrow No.: 1614020291
APN: 210-400-11

WHEN RECORDED MAIL TO

City Clerk
City of Lathrop
3900 Towne Centre Drive
Lathrop, CA 95330

Doc #: 2019-068112
06/28/2019 12:07:45 PM
Page: 1 of 11 Fee: \$0
Steve J. Bestolarides
San Joaquin County Recorders
Paid By: OLD REPUBLIC TITLE CO



SPACE ABOVE THIS LINE FOR RECORDER'S USE

Irrevocable Offer of Dedication of Easement for Public Roadway Purposes and Public Utility Easement (Tract 3997-Offsite Roadway Dedication-Norbeck Street, Garden Farms Avenue & Bosch Avenue)

- 1 ☒ Exempt from fee per GC27388.1(a)(2); document recorded in connection with a concurrent transfer subject to the imposition of documentary transfer tax
- 2 ☐ Exempt from fee per GC27388.1(a)(2); document transfers real property that is a residential dwelling to an owner-occupier
- 3 ☐ Exempt from fee per GC27388.1(a)(2); document recorded in connection with a concurrent transfer that is a residential dwelling to an owner-occupier
- 4 ☐ Exempt from fee per GC27388.1(a)(1); fee cap of \$225 reached
- 5 ☐ Exempt from fee per GC27388.1(a)(2); document is subject to the imposition of documentary transfer tax
- 11 ☐ Exempt from fee per GC27388.1(a)(2); document is executed or recorded by the state or any county, municipality, or other political subdivision of the state

KB/kb



Office of the City Clerk

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the **Irrevocable Offer of Dedication of Easement for Public Roadway Purposes and Public Utility Easement, for River Islands Tract 3997 - Offsite Roadway Dedication - Norbeck Street, Garden Farms Avenue & Bosch Avenue**, dated **June 21, 2019**, from Susan Dell'Osso, President, granted to the City of Lathrop, municipal corporation and governmental agency in the County of San Joaquin, State of California, is hereby accepted by the undersigned officer on behalf of the City Council pursuant to authority conferred by Resolution No. 90-72, of the City Council adopted on September 26, 1990, and the duly authorized officer.

(GC 27281)

By: 
Teresa Vargas, City Clerk

Dated: 6/25/19

*Recording Requested by and
Please Return to:*

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

*This Instrument Benefits City Only.
No Fee Required.
Government Code Section 27383*

This Space Above for Recorder's Use Only

**IRREVOCABLE OFFER OF DEDICATION OF EASEMENT
FOR PUBLIC ROADWAY PURPOSES AND PUBLIC UTILITY EASEMENT
(TRACT 3997 – OFFSITE ROADWAY DEDICATION – NORBECK STREET,
GARDEN FARMS AVENUE & BOSCH AVENUE)**

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

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

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

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

SIGNATURES:

Signed this 21st day of June, 2019

RIVER ISLANDS DEVELOPMENT, LLC
a California limited liability company

By: 
Name: Susan Dell'Osso
Its: President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

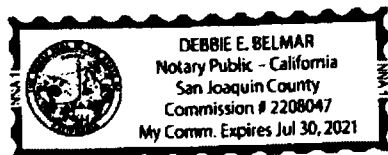
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Joaquin)

On June 21, 2019 before me, Debbie E. Belmar, a Notary Public,
Date

personally appeared Susan Dell'Osso, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debbie E. Belmar
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

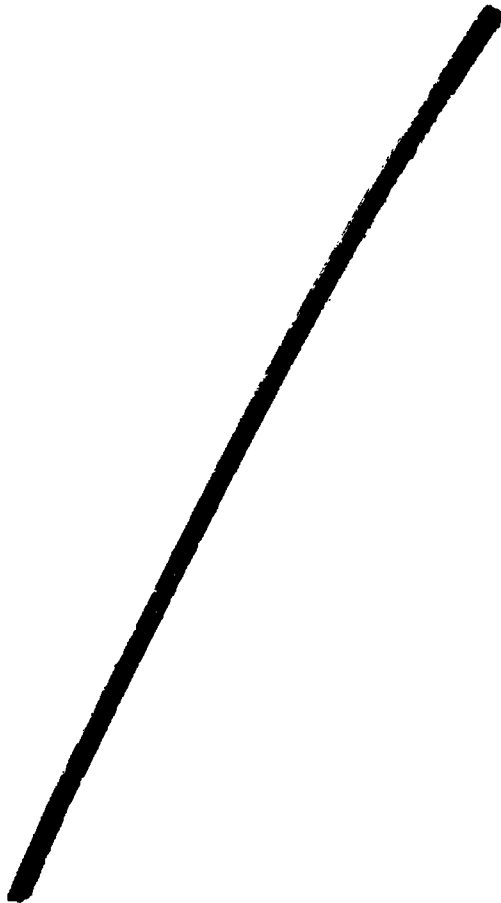
☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION
OFFSITE ROADWAY DEDICATION AND ADJACENT PUBLIC UTILITY EASEMENT
(NORBECK STREET, GARDEN FARMS AVENUE & BOSCH AVENUE)

(See Attached)



NOVEMBER 1, 2018
JN 25502

EXHIBIT A
LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION FOR RIGHT-OF-WAY PURPOSES
TRACT 3997 - VILLAGE Y
OFFSITE ROADWAY DEDICATION
NORBECK STREET, GARDEN FARMS AVENUE AND BOSCH AVENUE
RIVER ISLANDS
LATHROP, CALIFORNIA

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

BEING A PORTION OF PARCELS 14 AND 15, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT 3908, RIVER ISLANDS, STAGE 2A, LARGE LOT FINAL MAP", FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 52, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE (ROADWAY EASEMENT):

BEGINNING AT A POINT ON THE SOUTHWESTERN LINE OF SAID PARCEL 15, SAID POINT ALSO BEING ON THE NORTHEASTERN LINE OF RIVER ISLANDS PARKWAY, AT THE EASTERLY TERMINUS OF COURSE L183, LABELED AS "NORTH 68°39'11" WEST 61.05 FEET", ALL AS SHOWN ON SHEET 16 OF SAID MAP OF TRACT 3908;

THENCE, LEAVING SAID POINT OF BEGINNING, ALONG THE SOUTHWESTERN AND NORTHWESTERN LINE OF SAID PARCEL 15, RESPECTIVELY, AS SHOWN ON SAID MAP, THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 68°39'11" WEST 61.05 FEET,
- 2) ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 780.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 58°24'39" EAST, THROUGH A CENTRAL ANGLE OF 09°05'02", AN ARC DISTANCE OF 123.66 FEET, AND
- 3) NORTH 40°40'23" EAST 213.12 FEET TO AN ANGLE POINT THEREIN;

THENCE, LEAVING SAID NORTHERN LINE, NORTH 42°22'52" EAST 90.99 FEET;

THENCE, SOUTH 47°37'08" EAST 105.90 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,636.00 FEET, THROUGH A CENTRAL ANGLE OF 13°09'27", AN ARC DISTANCE OF 605.34 FEET TO AN ANGLE POINT IN THE SOUTHEASTERN LINE OF SAID PARCEL 15, SAID ANGLE POINT ALSO BEING THE WESTERN TERMINUS OF COURSE L181, ALL AS SHOWN ON SAID MAP;

THENCE, ALONG SAID SOUTHEASTERN LINE, SOUTH 78°48'17" EAST 34.95 FEET;

THENCE, LEAVING SAID SOUTHEASTERN LINE, SOUTH 28°03'54" EAST 66.26 FEET;

THENCE, SOUTH 12°26'44" WEST 34.99 FEET;

THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,630.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 58°02'21" WEST, THROUGH A CENTRAL ANGLE OF 02°25'39", AN ARC DISTANCE OF 111.43 FEET;

**EXHIBIT A
IRREVOCABLE OFFER OF DEDICATION
FOR OFF-SITE ROADWAY PURPOSES
FOR TRACT 3997- VILLAGE Y**

**NOVEMBER 1, 2018
JN 25502**

THENCE, SOUTH 29°32'00" EAST 417.35 FEET;

THENCE, SOUTH 74°32'00" EAST 35.36 FEET;

**THENCE, SOUTH 29°32'00" EAST 60.00 FEET TO THE SOUTHEASTERN LINE OF SAID PARCEL 14,
AS SHOWN ON SAID MAP, BEING THE NORTHERN TERMINUS OF COURSE L195, LABELED AS
"NORTH 15°28'00" EAST 35.36 FEET", ALL AS SHOWN ON SHEET 16 OF SAID MAP;**

**THENCE, ALONG THE SOUTHEASTERN AND SOUTHWESTERN LINE OF SAID PARCEL 14,
RESPECTIVELY, AS SHOWN ON SAID MAP, THE FOLLOWING EIGHTEEN (18) COURSES;**

- 1) SOUTH 15°28'00" WEST 35.36 FEET,**
- 2) SOUTH 60°28'00" WEST 60.00 FEET,**
- 3) SOUTH 74°32'00" WEST 35.36 FEET,**
- 4) SOUTH 60°28'00" WEST 214.00 FEET,**
- 5) ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 87.00 FEET, THROUGH A
CENTRAL ANGLE OF 15°12'13", AN ARC DISTANCE OF 23.09 FEET,**
- 6) ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 113.00 FEET,
THROUGH A CENTRAL ANGLE OF 15°12'13", AN ARC DISTANCE OF 29.98 FEET,**
- 7) SOUTH 60°28'00" WEST 85.55 FEET,**
- 8) NORTH 29°32'00" WEST 74.00 FEET,**
- 9) NORTH 60°28'00" EAST 85.55 FEET,**
- 10) ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 113.00 FEET,
THROUGH A CENTRAL ANGLE OF 15°12'13", AN ARC DISTANCE OF 29.98 FEET**
- 11) ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 87.00 FEET, THROUGH A
CENTRAL ANGLE OF 15°12'13", AN ARC DISTANCE OF 23.09 FEET,**
- 12) NORTH 60°28'00" EAST 214.00 FEET,**
- 13) NORTH 15°28'00" EAST 35.36 FEET,**
- 14) NORTH 29°32'00" WEST 417.35 FEET,**
- 15) ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,570.00 FEET,
THROUGH A CENTRAL ANGLE OF 02°22'34", AN ARC DISTANCE OF 106.58 FEET,**
- 16) NORTH 77°31'43" WEST 35.74 FEET,**
- 17) NORTH 33°08'53" WEST 80.00 FEET, AND**
- 18) NORTH 11°13'59" EAST 35.74 FEET TO THE SOUTHWESTERN CORNER OF SAID PARCEL
15, AS SHOWN ON SAID MAP,**

**THENCE ALONG THE SOUTHWESTERN LINE OF SAID PARCEL 15, THE FOLLOWING FIVE (5)
COURSES:**

- 1) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,570.00 FEET,
FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 55°36'50" WEST, THROUGH A
CENTRAL ANGLE OF 13°13'58", AN ARC DISTANCE OF 593.56 FEET,**
- 2) NORTH 47°37'08" WEST 21.62 FEET,**
- 3) SOUTH 86°31'38" WEST 34.82 FEET,**
- 4) SOUTH 40°40'23" WEST 211.33 FEET, AND**
- 5) ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 720.00 FEET, THROUGH
A CENTRAL ANGLE OF 08°13'12", AN ARC DISTANCE OF 103.30 FEET TO SAID POINT OF
BEGINNING.**

CONTAINING 3.32 ACRES, MORE OR LESS.

EXHIBIT A
IRREVOCABLE OFFER OF DEDICATION
FOR OFF-SITE ROADWAY PURPOSES
FOR TRACT 3997- VILLAGE Y

NOVEMBER 1, 2018
JN 25502

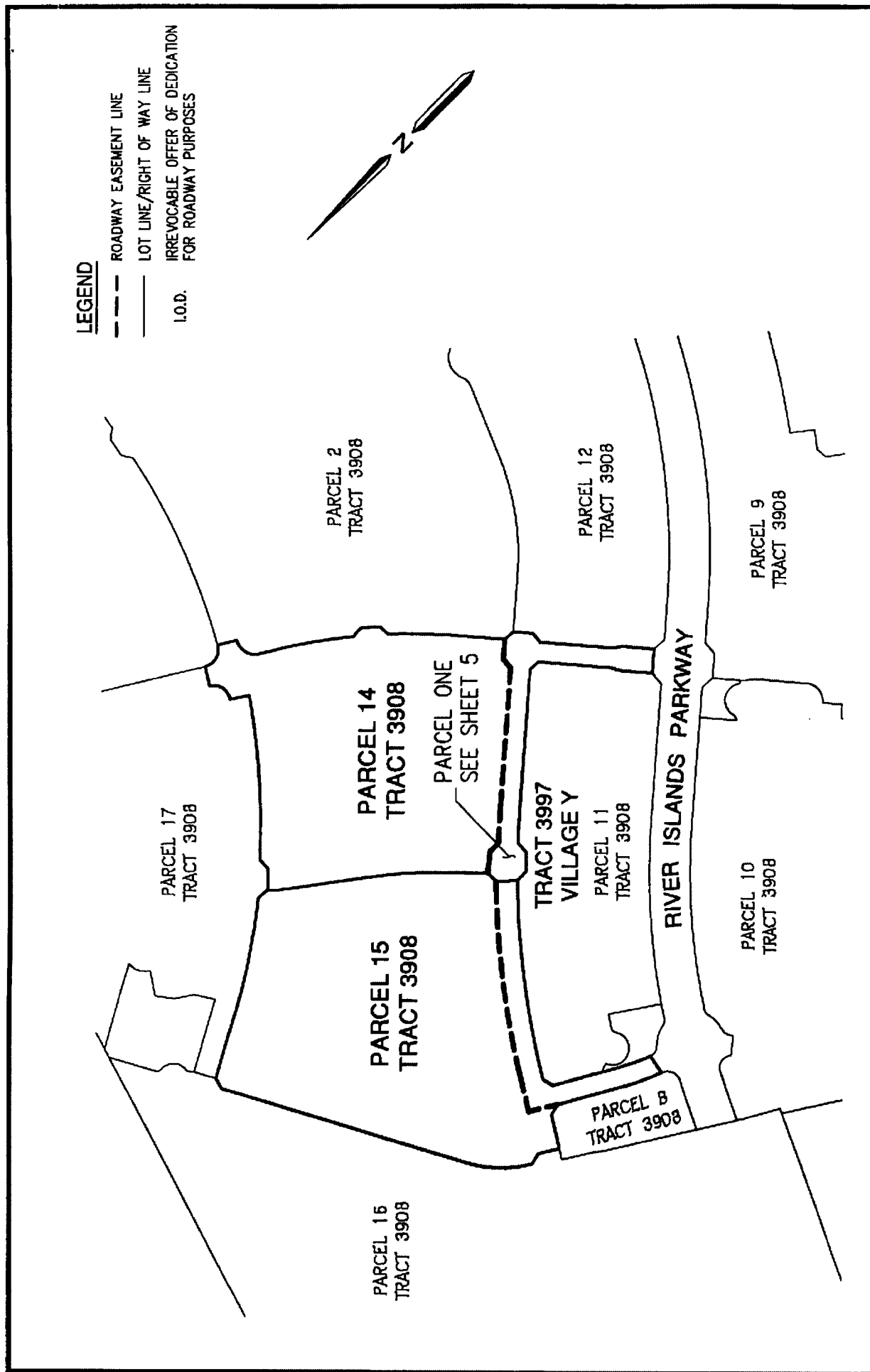
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

Paul Kittredge
PAUL KITTREDGE
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 5790

11/1/18
DATE



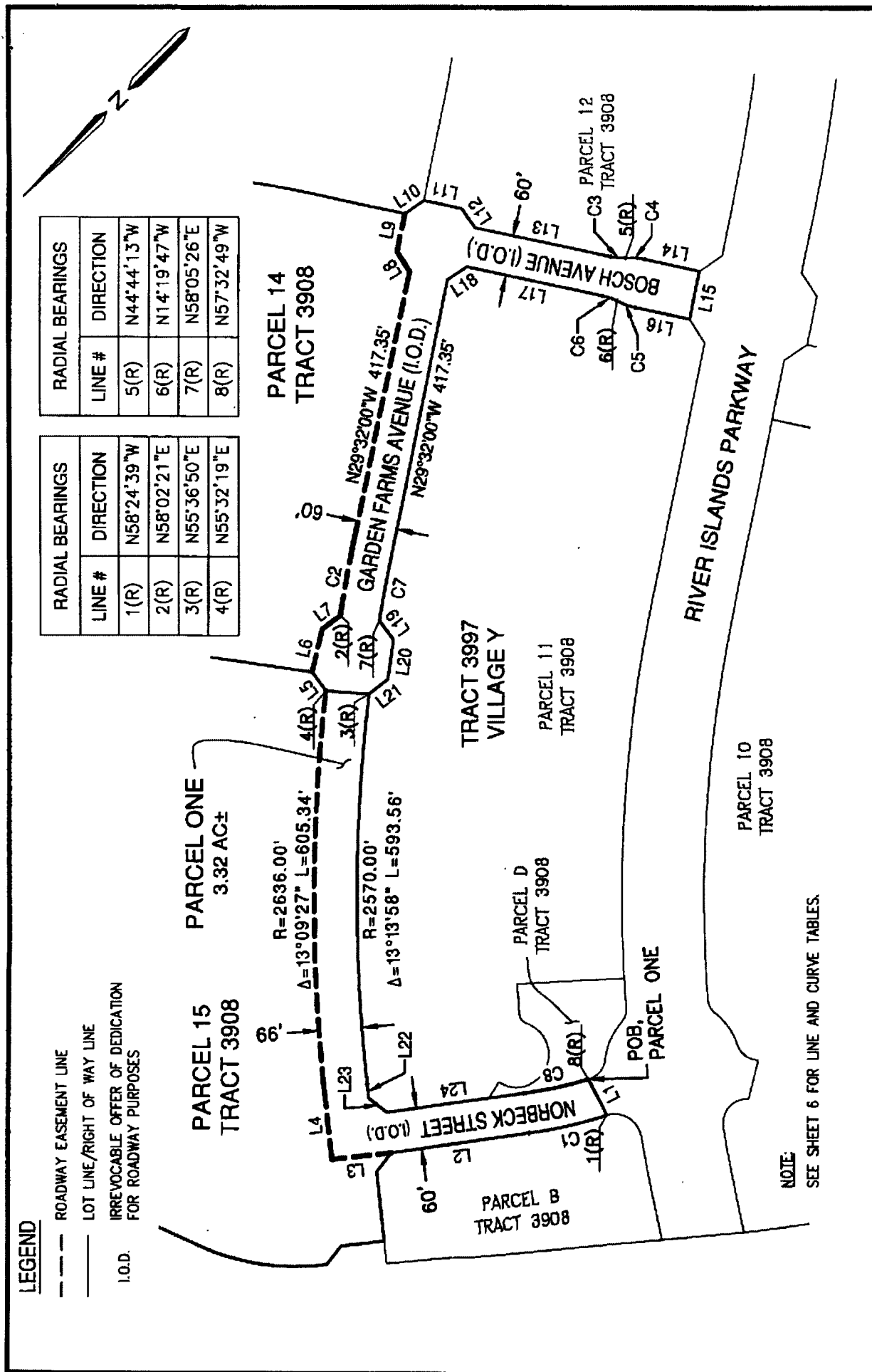


O'DELL
ENGINEERING

EXHIBIT A
RIVER ISLANDS - STAGE 2A, VILLAGE Y
TRACT 3997- OFFSITE ROADWAY EASEMENT
IRREVOCABLE OFFER OF DEDICATION
NORBECK STREET, GARDEN FARMS AVENUE AND BOSCH AVENUE
SAN JOAQUIN COUNTY
CITY OF LATHROP
CALIFORNIA

F:\25502-RIVER ISLANDS\DWG\FINAL MAPS\TRACT 3997- VILLAGE Y\PLAT\25502-3997 FM_PLAT_100.DWG

SCALE: 1" = 400'	SHEET: 4 OF 6
DRAWN BY: BK	
FILE:	
DATE: 09/28/2018	



SCALE: 1" = 200'

DRAWN BY: BK

FILE:

DATE: 09/28/2018

9 OF 5 : 133445

EXHIBIT A

EXHIBIT A
RIVER ISLANDS - STAGE 2A, VILLAGE Y
TRACT 3997- OFFSITE ROADWAY EASEMENT

11000 3307 - OFFICE ROADWAY LEASEMENT
 IRREVOCABLE OFFER OF DEDICATION
 MORBECK STREET, GARDEN FARMS AVENUE AND BOSCH AVENUE
 SAN JOAQUIN COUNTY

CALIFORNIA

ENGINEERING
0.017

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	780.00'	9°05'02"	123.66'
C2	2630.00'	2°25'39"	111.43'
C3	87.00'	15°12'13"	23.09'
C4	113.00'	15°12'13"	29.98'
C5	113.00'	15°12'13"	29.98'
C6	87.00'	15°12'13"	23.09'
C7	2570.00'	2°22'34"	106.58'
C8	720.00'	8°13'12"	103.30'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N68°39'11"W	61.05'
L2	N40°40'23"E	213.12'
L3	N42°22'52"E	90.99'
L4	N47°37'08"W	105.90'
L5	N78°48'17"W	34.95'
L6	N28°03'54"W	66.26'
L7	N12°26'44"E	34.99'
L8	N74°32'00"W	35.36'
L9	N29°32'00"W	60.00'
L10	N15°28'00"E	35.36'
L11	N60°28'00"E	60.00'
L12	N74°32'00"W	35.36'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L13	N60°28'00"E	214.00'
L14	N60°28'00"E	85.55'
L15	N29°32'00"W	74.00'
L16	N60°28'00"E	85.55'
L17	N60°28'00"E	214.00'
L18	N15°28'00"E	35.36'
L19	N77°31'43"W	35.74'
L20	N33°08'53"W	60.00'
L21	N11°13'59"E	35.74'
L22	N47°37'08"W	21.62'
L23	N86°31'38"E	34.82'
L24	N40°40'23"E	211.33'

SCALE: 1" = 200'	SHEET: 6 OF 6
DRAWN BY: BK	
FILE:	
DATE: 09/28/2018	

EXHIBIT A
RIVER ISLANDS - STAGE 2A, VILLAGE Y
TRACT 3997 - OFFSITE ROADWAY EASEMENT
 IRREVOCABLE OFFER OF DEDICATION
 NORBECK STREET, GARDEN FARMS AVENUE AND BOSCH AVENUE
 CITY OF LATHROP
 SAN JOAQUIN COUNTY
 CALIFORNIA



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

August 10, 2020

Via Email and Hand Delivery

Old Republic Title Company
1215 W. Center Street, Suite 103
Manteca, CA 95337
Attn: Lori Richardson

Re: Recordation of Final Map 3998; Escrow No. 1214021045

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Stage 2A, LLC, a Delaware limited liability company ("**RIS2A**") 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 RIS2A as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 31, 2020, at the time designated in writing by RIS2A, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 2021, 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**").

- One original Final Map for Tract 3998, executed and acknowledged by the City.

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

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

C. Funds and Settlement Statement

You also have received, or will receive from RIS2A, prior to the recordation of the Recordation Document, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RIS2A 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 RIS2A.

- Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$10,715.79**, 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 **\$3,277.00** multiplied by **3.27** 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'Oso (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'Oso 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; and

D.6. You have received confirmation (by email or other writing) from Susan Dell'Oso 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 Final Map as 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 RIS2A that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Stage 2A, 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 Stage 2A, 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 Stage 2A, LLC

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

ESCROW INSTRUCTIONS

ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIS2A 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 RIS2A 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 4.10

CITY MANAGER'S REPORT AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING

ITEM: **RATIFY REVISIONS TO FINAL MAP TRACTS
4021 VILLAGE S AND 4022 VILLAGE CC AND
ASSOCIATED DOCUMENTS**

RECOMMENDATION: **Adopt Resolution Ratifying Revisions to Final
Map Tracts 4021 Village S and 4022 Village CC
and Associated Documents to Recognize River
Islands Stage 2A, LLC as the Property Owner**

SUMMARY:

At the time the Final Maps for Tracts 4022 Village S ("4022") and 4021 Village CC ("4021") were processed, the ownership of the map areas was transferred from River Islands Development, LLC (RID) to a separate subsidiary company River Islands Stage 2A, LLC. (River Islands Stage 2A), which is wholly owned by RID. Some of the documents did not identify the change in ownership, and this discrepancy was discovered when the Final Maps were in process for recordation. River Islands Stage 2A provided revised maps and associated documents with the correct references to the current owner.

Staff considered the needed revisions to be ministerial. However, to avoid any future confusion in the public record, staff recommends that City Council adopt a resolution ratifying the revisions to the Final Maps for Tracts 4021 and 4022 and associated documents to recognize River Islands Stage 2A, LLC as the property owner.

BACKGROUND:

On April 13, 2020 and May 11, 2020, City Council approved the Final Maps for Tracts 4022 and 4021, respectively. Around the time the Final Maps for Tracts 4022 and 4021 were processed, the ownership of the map areas was transferred from River Islands Development, LLC to a separate entity of River Islands Stage 2A, LLC., which is wholly owned by RID. Some of the documents did not identify the change in ownership, and this discrepancy at recordation. River Islands Stage 2A provided revised maps and associated documents with the correct references to the current owner.

REASON FOR RECOMMENDATION:

All Final Maps and associated documents for Tracts 4021 and 4022 were revised to identify River Islands Stage 2A, LLC as the property owner. Staff recommends that City Council adopt a resolution ratifying the revisions to the Final Maps for Tracts 4021 and 4022 and associated documents to recognize River Islands Stage 2A, LLC as the property owner.

AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING

RATIFY REVISIONS TO FINAL MAP 4021, 4022 AND ASSOCIATED DOCUMENTS

FISCAL IMPACT:

There is no fiscal impact to the City. All documentation was revised to reflect River Islands Stage 2A, LLC as the property owner, and all required guarantees were provided before the Final Maps recorded.

ATTACHMENTS:

- A. Resolution Ratifying Revisions to Final Map Tracts 4021 Village S and 4022 Village CC and Associated Documents to Recognize River Islands Stage 2A, LLC as the Property Owner
- B. Vicinity Map for Tract 4021 and 4022

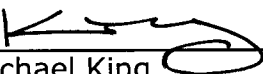
CITY MANAGER'S REPORT

PAGE 3

AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING

RATIFY REVISIONS TO FINAL MAP 4021 AND 4022 AND ASSOCIATED DOCUMENTS


APPROVALS:



Michael King
Public Works Director

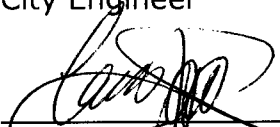
7.22.2020

Date



Glenn Gebhardt
City Engineer

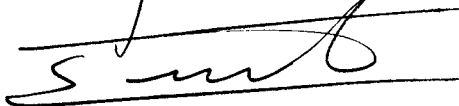
Date



Cari James
Finance & Administrative Services Director

7/24/2020


Date



Salvador Navarrete
City Attorney

7-23-2020

Date



Stephen J. Salvatore
City Manager

7.23.2020

Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFYING REVISIONS TO FINAL MAP TRACTS 4021 VILLAGE S AND 4022 VILLAGE CC AND ASSOCIATED DOCUMENTS TO RECOGNIZE RIVER ISLANDS STAGE 2A, LLC AS THE PROPERTY OWNER

WHEREAS, on April 13, 2020 and May 11, 2020, City Council approved the Final Maps for Tracts 4022 and 4021, respectively; and

WHEREAS, at the time the Final Maps for Tracts 4022 Village S ("4022") and 4021 Village CC ("4021") were processed, the ownership of the map areas was transferred from River Islands Development, LLC (RID) to a separate subsidiary company of River Islands Stage 2A, LLC. (River Islands Stage 2A), which is wholly owned by RID; and

WHEREAS, some of the documents did not identify the change in ownership, and this discrepancy was recognized at recordation; and

WHEREAS, River Islands Stage 2A provided revised maps and associated documents with the correct references to the current owner; and

WHEREAS, the City Manager agreed that staff revisions of the Tract 4021 and Tract 4022 Final Maps and support documents (Subdivision Improvement Agreement, subdivision bonds, and Escrow Instructions) were a ministerial action because the consideration by City Council was not altered by the change in ownership name to a separate entity of RID, and the alternative of returning to City Council for these minor adjustments would result in a month delay to issuing building permits for these two tracts; and

WHEREAS, to avoid any future confusion in the public record, staff recommends that the City Council adopt a resolution ratifying revisions to Final Maps 4021 and 4022 and associated documents to recognize River Islands Stage 2A, LLC as the property owner.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve ratifying revisions to Final Map Tracts 4021 Village S and 4022 Village CC and associated documents to recognize River Islands Stage 2A, LLC as the property owner.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 10th day of August 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

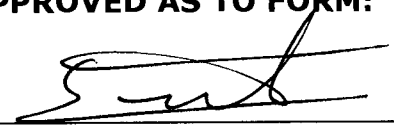
ABSENT:

Sonny Dhaliwal, Mayor

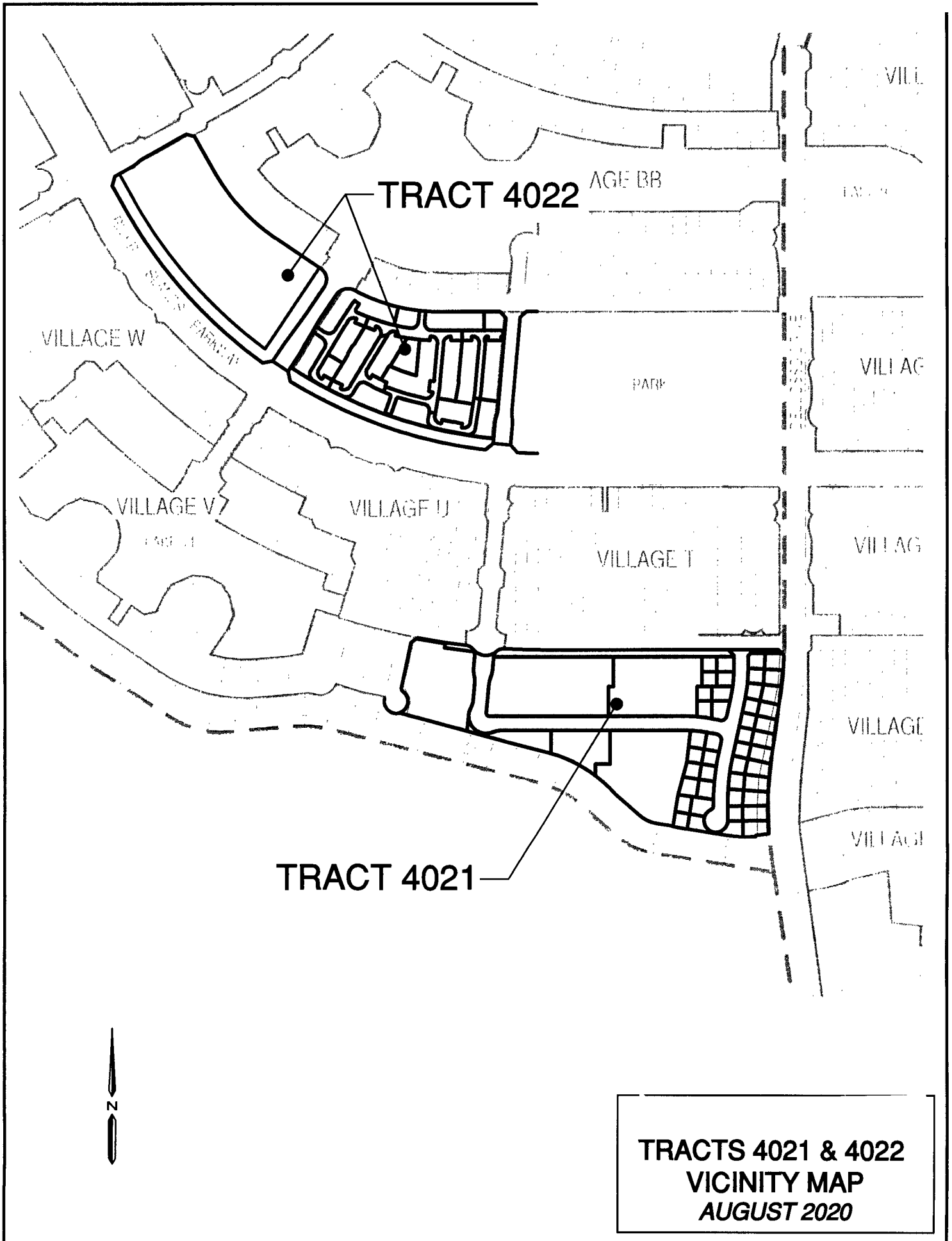
ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



ITEM 5.1

CITY MANAGER'S REPORT AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER MUNICIPAL CODE AMENDMENT TO UPDATE VARIOUS SECTIONS OF THE LMC TO STREAMLINE PROCEDURES, MINOR CLARIFICATIONS, AND INCORPORATE UPDATED POLICIES TEXT AMENDMENT NO. TA-20-71

RECOMMENDATION: Council to Consider the Following:

1. Hold a Public Hearing; and
2. First Reading and Introduce an Ordinance Adopting Various Amendments to the Lathrop Municipal Code (LMC) to Modernize, Simplify, and Streamline Sections of Title 17, The Zoning Code, Title 8, Health and Safety, Title 10, Vehicles and Traffic, and Title 12, Streets, Sidewalks and Public Places. The amendments to the Municipal Code include the following:
 - Chapter 8.27 (Vending from Pushcarts, Wagons and Motorized Food Wagons)
 - New Chapter 8.26 (Sidewalk Vendors)
 - Chapter 10.25 (Vehicle Parking in Yards of Residential Areas)
 - Chapter 17.32 (R One Family Residential District)
 - Chapter 17.36 (RM Multifamily Residential District)
 - Chapter 17.92 (Landscaping and Screening Standards)
 - Chapter 17.104 (Architectural Design Review)
 - Chapter 17.62 (CO-CL: Commercial Office Zoning District)
 - Chapter 17.16 (General Requirements and Exceptions)
 - Chapter 17.84 (Signs)
 - Chapter 8.20 (Noise)
 - Chapter 17.44 (C Commercial District)
 - Chapter 12.12 (Improvements and Dedications)

**CITY MANAGERS REPORT
AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING
MUNICIPAL CODE AMENDMENT**

PAGE 2

SUMMARY:

The proposed Code Text Amendment is a staff-initiated proposal to modify various sections of the Lathrop Municipal Code (LMC) to modernize, simplify and streamline various sections of Title 17, Zoning; Title 8, Health and Safety; Title 10, Vehicles and Traffic; and Title 12, Streets, Sidewalks and Public Places. The proposed amendments include integration of current City policies, State law and best practices within the planning profession. Approval of the text amendment would allow for greater flexibility, clarification to support and promote development.

BACKGROUND:

In 2009, the City adopted an Economic Development Strategic Plan to guide the City Council in making decisions regarding economic growth for the City. In 2011, the City Council indicated a desire to accelerate economic and business development efforts by creating an Economic Development Program. To implement the City's economic goals and policies, staff regularly review and monitor various department policies, procedures and the Zoning Ordinance for areas that need improvement. Staff determined and identified various sections of the LMC that are ambiguous, unclear and outdated. The intent of the proposed amendments is to assist and encourage development by providing concise and clear requirements for residents, developers and staff.

The City approved a similar effort and updated certain sections of the Zoning Ordinance and LMC in 2013, 2016, 2017, and 2019. The previous updates were well received by the community and staff members that process development applications and assist residents on a daily basis. The current amendments will follow the same principles of the previous updates and include integration of current policy and procedures, apply newly adopted State and Federal law, and incorporate best practices within the planning profession.

At their regular meeting of July 15, 2020, the Planning Commission voted unanimously (4-0), one absent, to recommend the City Council adopt an Ordinance regarding the proposed amendments to the Lathrop Municipal Code. Attached is the Planning Commission Resolution No. 20-7 for reference. (Attachment #15).

ANALYSIS:

Staff has determined that the following text amendments conform to the General Plan. The proposed text amendments will modify the following Chapters and Sections of the LMC:

Chapter 8.27 Vending from Pushcarts, Wagons and Motorized Food Wagons (Attachment #2)

The proposed amendment will modify the Chapter to remove references to pushcarts and wagons.

Senate Bill 946, which became effective on January 1, 2019, prohibits local authority from regulating sidewalk vendors, except when that restriction is directly related to objective health, safety, or welfare concerns. The existing Chapter includes both motorized (motorized food wagons) and non-motorized (pushcarts and wagons) vending in the regulations. A new Chapter 8.26, described below, is presented to regulate non-motorized vendors while the proposed revision to Chapter 8.27 will continue to regulate motorized vendors (motorized food wagons).

New Chapter 8.26 Sidewalk Vendors (Attachment #3)

As discussed above, Senate Bill 946 became effective on January 1, 2019 and prohibits the city from regulating sidewalk vendors, except when directly related to objective health, safety, or welfare concerns. The proposed new Chapter will define and regulate sidewalk vendors in the City. For instance, the new Chapter requires a sidewalk vendor to obtain a valid permit issued by the Finance Department, defines hours of operation for stationary and roaming sidewalk vendors, and requires path-of-travel for areas that sidewalk vending is occurring.

Chapter 10.25 Vehicle Parking in Yards of Residential Areas (Attachment #4)

Currently, the City allows a property owner to expand the residential driveway and add impervious surface to the front yard as long as a minimum of thirty-five (35) percent landscaping is maintained. The City has recently experienced an increase with residents expanding existing driveways and the addition of secondary driveways. The proposed code amendment adds a new Section to the Vehicle Parking in Yards of Residential Areas (Chapter 10.25) to provide regulations and standards for the expansion of residential driveways and the addition of secondary driveways.

The standards include the following:

- Allows access to the rear or side yard subject to specific standards for the storage of non-commercial vehicles such as a trailer, recreational vehicle (RV), motorhome, boat mounted on a trailer or similar equipment.
- The secondary driveway must be designed so that only the tire width of the vehicle is paved with concrete or alternative materials.
- Requires the property owner to enter into an agreement with the City prior to construction to ensure the access driveway meets the standards and intent of the Code, and that the secondary driveway does not impact existing on-street parking.

Chapter 17.32 R One-Family Residential District (Attachment #5)

The proposed code amendment will revise the Permitted Uses Section to include "Residential Care Facility" and remove language related to day care home types. The use Residential Care Facility includes the associated day care types. As such, the code amendment will consolidate the Residential Care Facility type uses into one use.

**CITY MANAGERS REPORT
AUGUST 10, 2020 CITY COUNCIL REGULAR MEETING
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Chapter 17.36 RM Multifamily Residential (Attachment #6)

The proposed code amendment will revise the Permitted Uses Section to include "Residential Care Facility" and remove language related to day care home times. As stated above, the code amendment will consolidate the Residential Care Facility type uses into one use.

Chapter 17.92 Landscaping and Screening Standards (Attachment #7)

The proposed code amendment will add a requirement to Section 17.92.040: *Landscape plan* to identify the location of mulch application. Current landscaping practices and requirements from the City and State, such as the State's Water Efficient Landscape Ordinance, mulch has become more prominent in new developments, as the use of turf (grass) is limited due to high water consumption. The code amendment would require the identification of mulch and require mulch to be applied on all exposed soil surfaces of planting areas except in areas of rooting or creeping ground covers.

Chapter 17.104 Architectural Design Review (Attachment #8)

The proposed code amendment will add a Section to Chapter 17.104: *Architectural Design Review* to reference Chapter 17.125: *Appeals*. The code amendment would add internal consistency between the two Chapters in the Zoning Code.

Chapter 17.62 CO-CL: Commercial Office Zoning District (Attachment #9)

The proposed code amendment would clarify, remove and add to the Permitted Uses, Administrative Uses, and Conditional Uses within the CO-CL, Commercial Office Zoning District. The Central Lathrop Specific Plan (CLSP) describes the Commercial Office Zoning District as *"uses [that] provide regional as well as local serving retail and business/professional workspace... typical uses include a wide variety of shopping including grocery/drug, large floor plate stores, smaller specialty retail, restaurants and fast food, as well as professional office, incubator and research and development space, and small business flex space."*

Staff has reviewed the uses listed in Chapter 17.62 and have found that some of the uses are not consistent with the intent of the Specific Plan. For example, "plumbing and sheet metal", "large appliance repair shops", "ice storage and sales", and "packing and crating" are all permitted uses within the Commercial Office Zoning District. These uses do not appear to be compatible with the intended retail and business and professional uses in the District.

Chapter 17.16 General Requirements and Exceptions (Attachment #10)

The proposed code amendment will revise the existing language to allow architectural features such as chimneys, fireplaces, cornices and eaves to extend into required yards from 36 inches to 24 inches. Most encroachments and overhang typically do not extend more than 24 inches from the structure so this amendment reflects industry standard.

**CITY MANAGERS REPORT
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MUNICIPAL CODE AMENDMENT**

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Chapter 17.84 Signs (Attachment #11)

The proposed code amendment will add height requirements for Outdoor Advertising Signs and Freestanding Signs in the same chapter. Currently, height requirements are located in a different section of the LMC. The proposed code amendment will streamline the review for signs.

Chapter 8.20 Noise (Attachment #12)

The proposed code amendment will update the Ambient Base Noise Level table to be consistent with the City's Zoning Districts. The existing table uses acronyms that do not reflect the City's Zoning Districts. For example, the existing table utilizes M-1 and M-2 to identify Light and General Industrial but the City's Zoning Code uses IL and IG.

Chapter 17.44 C Commercial District (Attachment #13)

The proposed code amendment will add the use "A state authorized licensed day care center for thirteen (13) or more children" to the list of Conditional Uses in the CN, Neighborhood Commercial Zoning District.

Chapter 12.12 Improvements and Dedications (Attachment #14)

The proposed code amendment will add language to clarify the undergrounding of existing and new electrical distribution, cable, phone and any other overhead line for both sides of the street within the frontage of a proposed project.

Municipal Code Amendments

According to the Lathrop Municipal Code, amendments to the Zoning Code must be reviewed by the Planning Commission with a recommendation forwarded to the City Council for approval. Before any recommendation to approve by the Planning Commission, or final approval by the City Council, the following finding must be made:

"That the proposed amendment will be consistent with applicable provisions of the General Plan".

Staff has determined that the proposed code amendments conform to the General Plan.

Public Notice

A Notice of Public Hearing was advertised in the Manteca Bulletin on July 29, 2020 and the meeting agenda was posted at our designated posting locations in the City. As of the writing of this report, no comments were received in favor or against the proposed amendments.

CEQA REVIEW:

The proposed Municipal Code Amendment is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061 (b) (3) by the "Common Sense Exemption" 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.

The amendment does not change the zoning designation on any individual property and does not affect existing land use or density. The purpose of the amendment is to modify existing language in the Municipal Code to provide flexibility and is primarily procedural in nature. It also does not propose or require any specific development project; any specific development project undertaken in the future pursuant to the amended zoning code would be required to comply with CEQA at that time.

RECOMMENDATION:

The Planning Commission and staff recommend that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, take the following actions:

1. Introduce an Ordinance adopting various amendments to the Lathrop Municipal Code (LMC) to modernize, simplify, and streamline various sections of Title 17, the Zoning Code, Title 8, Health and Safety, Title 10, Vehicles and Traffic, and Title 12, Streets, Sidewalks and Public Places.
 - Chapter 8.27 (Vending from Pushcarts, Wagons and Motorized Food Wagons): Amend the Chapter to remove the terms Pushcarts and Wagons.
 - New Chapter 8.26 (Sidewalk Vendors): Introduce new Chapter to Title 8 titled "Sidewalk Vendors" in response to Senate Bill 946. This Chapter provides regulations for stationary and roaming sidewalk vendors pursuant to Senate Bill 946.
 - Chapter 10.25 (Vehicle Parking in Yards of Residential Areas): Add definition for "Secondary driveway" and a new Section titled "Secondary driveways" to add standards for installing secondary driveways on a property.
 - Chapter 17.32 (R One-Family Residential District): Revise the Permitted Uses Section to include "Residential Care Facility" and remove language related to day care home types.
 - Chapter 17.36 (RM Multifamily Residential District): revise the Permitted Uses Section to include "Residential Care Facility" and remove language related to day care home types.
 - Chapter 17.92 (Landscaping and Screening Standards): Add a requirement to the preparation of Landscape Plans to include the identification of mulch areas.

**CITY MANAGERS REPORT
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- Chapter 17.104 (Architectural Design Review): Add a Section to reference the Appeals Chapter.
- Chapter 17.62 (CO-CL: Commercial Office Zoning District): Amend Chapter to remove, clarify and add to the Permitted Uses, Administrative Uses and Conditional Use list.
- Chapter 17.16 (General Requirements and Exceptions): Clarify yard encroachments of architectural features.
- Chapter 17.84 (Signs): Update Chapter to include height requirements for Outdoor Advertising Signs and Freestanding Signs.
- Chapter 8.20 (Noise): Update the Ambient Base Noise Level table to be consistent with the City's Zoning Districts.
- Chapter 17.44 (C Commercial District): Update the Conditional Uses for the CN, Neighborhood Commercial District to include a state authorized licensed day care center for thirteen (13) or more children.
- Chapter 12.12 (Improvements and Dedications): Add language to clarify the undergrounding of existing and new electrical distribution, cable, phone and any other overhead line for both sides of the street within the frontage of the project.

FISCAL IMPACT:

There is no fiscal impact to the City of Lathrop, only staff time to prepare the report.


ATTACHMENTS:

1. Ordinance Approving Various Municipal Code Amendments
2. Mark up of Chapter 8.27 Vending from Pushcarts, Wagons and Motorized Food Wagons
3. New Chapter 8.26 Sidewalk Vendors
4. Mark up of Chapter 10.25 Vehicle Parking in Yards of Residential Areas
5. Mark up of Chapter 17.32 R One-Family Residential District
6. Mark up of Chapter 17.36 RM Multifamily Residential District
7. Mark up of Chapter 17.92 Landscaping and Screening Standards
8. Mark up of Chapter 17.104 Architectural Design Review
9. Mark up of Chapter 17.62 CO-CL: Commercial Office Zoning District
10. Mark up of Chapter 17.16 General Requirements and Exceptions
11. Mark up of Chapter 17.84 Signs
12. Mark-up of Chapter 8.20 Noise
13. Mark-up of Chapter 17.44 C Commercial District
14. Mark-up of Chapter 12.12 Improvements and Dedications
15. Planning Commission Resolution No. 20-7

**CITY MANAGERS REPORT
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APPROVALS:



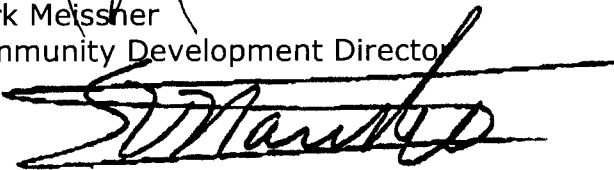
Rick Caguiat
Principal Planner

7-29-2020
Date




Mark Meissner
Community Development Director

7-29-2020
Date



Salvador Navarrete
City Attorney

7/29/20
Date



Stephen J. Salvatore
City Manager

8-5-2020
Date

ORDINANCE NO. 20-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP ADOPTING VARIOUS AMENDMENTS TO THE LATHROP MUNICIPAL CODE TO MODERNIZE, SIMPLIFY, AND STREAMLINE VARIOUS SECTIONS OF TITLE 17, THE ZONING CODE; TITLE 8, HEALTH AND SAFETY; TITLE 10, VEHICLES AND TRAFFIC; AND TITLE 12, STREETS AND PUBLIC PLACES (TA-20-71)

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing at a regular meeting on July 15, 2020, at which they adopted PC Resolution No. 20-7 recommending City Council adopt Municipal Code Text Amendment No. TA-20-71 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 10, 2020 to review and consider Municipal Code Amendment; and

WHEREAS, the proposed code amendment is Citywide and affects all applicable properties in the City; 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 "Common Sense Exemption" 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, minor clarifications 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 Attachments "2", "3", "4", "5", "6", "7", "8", "9", "10", "11", "12", "13", and "14", 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 Attachments "2", "3", "4", "5", "6", "7", "8", "9", "10", "11", "12", "13", and "14", 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 meeting of the City Council of the City of Lathrop on the 10th day of August 2020, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on _____ of 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

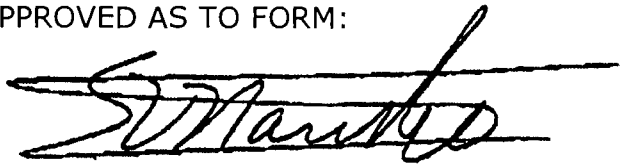
ABSENT:

SONNY DHALIWAL, MAYOR

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk


Salvador Navarrete, City Attorney

New text is shown by underline; deleted text is shown by ~~striketrough~~

Chapter 8.27 VENDING FROM ~~PUSHCARTS, WAGONS AND~~ MOTORIZED FOOD WAGONS

8.27.010 Purpose and intent.

The purpose of these regulations is to promote the health, safety, convenience, prosperity, and general welfare by requiring that new and existing motorized food wagons ~~wagons or pushcarts~~ from which goods, wares, merchandise, fruits, vegetables or food stuffs are sold, displayed solicited, offered for sale, bartered or exchanged, or any motorized food wagon or eating car vendor, provide the community and customers with a minimum level of cleanliness, quality, safety, security and comply with all licensing and permitting requirements. (Ord. 09-295 § 2)

8.27.020 Definitions.

“Approved surfacing materials” means driveways, drive aisles, parking spaces, or similar, shall be surfaced with cement, asphalt, brick, concrete or paving blocks at least four inches thick. The surfacing design and installation used shall prevent contaminants from entering the storm drain system, and shall prevent dust, mud, gravel, debris, or dirt from being carried on vehicle tires onto adjacent public streets.

“Business owner” means any person, firm, or corporation, who owns or controls any interest in any business engaged in vending as defined in this section.

“Commissary” means a food facility that serves mobile food facilities, where all of the following occur: food, containers, or supplies are stored; food is prepared or prepackaged for sale or service at other locations; utensils are cleaned; liquid and solid wastes are disposed or potable water is obtained.

“Motorized food wagon” means any vehicle as defined in Section 670 of the California Vehicle Code, which is equipped and used for retail sales of prepared; pre-packaged; or unprepared, unpackaged food or foodstuffs, of any kind on any public street, alley, highway, or private street, or property within the city of Lathrop. For the purposes of this chapter, a motorized food wagon shall also include any vehicle or trailer or wagon pulled by a vehicle: but does not include sidewalk vendor as defined by Senate Bill 946.

“Person or persons” means any person, firm, partnership, association, or corporation, and includes, but is not limited to, owners, operators, drivers, lessors, and lessees of motorized food wagons ~~or pushcarts~~.

ATTACHMENT 2

~~“Wagon or pusheart” means any device that is not a permanent structure which can be portable and is used for selling goods, wares, merchandise, fruits, vegetables or food stuffs that are solicited and offered for sale, bartered or exchanged. This includes, but is not limited to, portable stands, tables, tents, containers and/or similar structures.~~

“Vend” or “vending” means the sale of prepared; pre-packaged; or unprepared, unpackaged food, foodstuffs, goods, wares or merchandise of any kind from a ~~wagon, pusheart, or~~ motorized food wagon on private or public property.

“Vendor/operator” means any person who drives, operates, vends, and/or prepares food or merchandise to be sold from ~~wagons, pushearts, or~~ motorized food wagons. (Ord. 09-295 § 2)

8.27.030 Application of permits and licenses.

Any person(s) desiring to engage in a vendor operation, as defined by this section, shall submit a written application in an acceptable form to the city to receive a mobile vendor permit. Every person who is working on or near the vending operation shall possess a vendor license. Such application shall be accompanied by a nonrefundable, nontransferable application fee in an amount established by resolution of the city council. Permits shall be required to be renewed annually and a separate nonrefundable, nontransferable application fee shall be paid yearly for such renewal application. Vendors must have the permit in their possession when vending and display it at all times. Every business owner shall obtain a city business license and display it at all times. A license application requires:

- A. Proof of current vehicle registration and a copy of an applicable vehicle insurance policy;
- B. Vendor must supply a background check by the Lathrop police department and a California identification card to prove that he or she is the person in the background check;
- C. Four photographs (showing different exterior views) of each motorized food wagon. If more than one wagon is owned by the same business person, each wagon shall have a number indicating them as separate vehicles;
- D. A copy of a current San Joaquin County environmental health permit. For a city of Lathrop business license renewal application, business owners must show proof of payment to a commissary for the prior twelve (12) months. Storing, loading, off-loading of goods, vehicle(s) or any other use of a motorized food wagon, ~~wagon, or pusheart~~ in a residential use area, other than the approved vending, is not allowed;
- E. The Lathrop-Manteca fire protection district will require a life safety inspection of all motorized food wagons that operate within the city of Lathrop. The Lathrop-Manteca fire protection

district will require an annual permit and inspection. All motorized food wagons will require a 2A10BC fire extinguisher, all cooking areas shall be inspected, and any propane tanks shall be inspected. Motorized food wagons shall not be allowed to park in any dry grass areas. All permits issued by the fire district shall be displayed;

F. A list of items of merchandise that will be offered for sale. Nonfood items are not allowed for sale from food vendors; and

G. The applicant has not had a similar permit revoked by the city of Lathrop within a period of one year to the date of such application.

A permit to operate will be issued once the license application has been approved. (Ord. 09-295 § 2)

8.27.040 Grounds for denial of a permit and license.

A. The vending operation or activity as proposed by the applicant does not comply with all applicable laws including, but not limited to, the applicable building, zoning, housing, fire, safety, and health regulations under state law and this code.

B. The applicant is unable to obtain the required vending permit, pursuant to Section 8.27.030(B) of this code due to a criminal background check.

C. The applicant has, within three years immediately preceding the date of filing of the application, had a permit to operate, peddler's license, or related permit, which was issued within the state of California, suspended or revoked.

D. The applicant has knowingly made a material misstatement in the application for a permit to operate.

E. There have been excessive calls for service to the Lathrop police services or the Lathrop-Manteca fire protection district within the twelve (12) months preceding the application with inadequate response by the vendor or business owners or operators, involving the commission of crimes, disturbances, public nuisances, fire code violations, or applicable LMC violation investigations, which are located, committed, or generated on the premises of the vending operation.

F. Failure to obtain clearance from San Joaquin County environmental health. (Ord. 09-295 § 2)

8.27.050 Location of ~~wagons, pushcarts, and~~ motorized food wagons for vending in the public right-of-way.

~~A wagon or pushcart from which goods, wares, merchandise, fruits, vegetables or food stuffs are sold, displayed solicited or offered for sale or bartered or exchanged, or a~~Any motorized food wagon vendor may locate in the public right-of-way subject to the following conditions:

A. It shall not operate within three hundred (300) feet of any street intersection controlled by a crosswalk, traffic light, or stop sign.

B. Shall not operate within five hundred (500) feet of another ~~wagon, pushcart or~~ motorized food wagon.

C. Residential Use Area.

1. Must move not less than five hundred (500) feet at least every thirty (30) minutes and may not return to a previous location or within five hundred (500) feet of a previous location on the same calendar day.

2. Permitted hours of operation are from dawn to dusk.

D. Commercial Use Area.

1. Must move not less than five hundred (500) feet at least every three hours and may not return to a previous location or within five hundred (500) feet of a previous location on the same calendar day.

2. Permitted hours of operation are from six a.m. to twelve a.m.

3. ~~If a wagon, pushcart, A~~ motorized food wagon used for vending ~~is located in a commercial use area and is within one hundred (100) feet of a residential property, it shall comply with the requirements for a residential use area.~~

E. Industrial Use Area.

1. May operate twenty-three (23) hours a day.

2. ~~If a wagon, pushcart, A~~ motorized food wagon used for vending ~~is located in an industrial use area and is also within one hundred (100) feet of a residential property, it shall comply with the requirements for residential use area.~~

ATTACHMENT 2

F. No vendor shall dispense any merchandise, foods or goods, at any time, within five hundred (500) feet of the property line of a school between seven a.m. and four p.m. on days when school is in service or during a school event.

G. If there is no adequate parking available or if the operation of the vending business causes a hazardous condition deemed to be unsafe, at the discretion of a city official, the above operating hours may be limited.

H. Vending may not occur on a sidewalk or any area that may impede foot traffic unless temporary approval is obtained from the planning, public works, police and code departments and an encroachment permit is obtained.

I. Vending from a vehicle is prohibited on the exposed street and/or traffic side of the vehicle.

J. Not interfere with access, driveways, aisles, or circulation, and shall not operate in a place where the operation will create a traffic hazard.

K. Not interfere with pedestrian movement or create a pedestrian hazard.

L. Comply with the requirements of the county health department.

M. No vendor shall be located or maintained on public property, including bicycle or walk pathways, inconsistent with any provision of this code. (Ord. 09-295 § 2)

8.27.060 Location of wagons, ~~pushearts~~ and motorized food wagons for vending on private property.

A. Along with other requirements in this chapter, all of the items below must be met before any operation can occur on private property.

1. Be incidental to a primary use with a valid business license; a temporary motorized food wagon, ~~pusheart, and wagon~~ shall not be the primary use of a parcel. Motorized food wagons; ~~pushearts, and wagons~~ shall not be permitted as an accessory use to a stand-alone parking lot (auto/vehicle services—inoperable vehicle storage/parking facilities, public/vehicle storage);

2. Be located in an industrial and/or commercial zoning district unless area is within one hundred (100) feet of a residential use area. Vending on private property in a residential use area is prohibited;

3. Not be located on a vacant parcel;

4. Be located on approved surfacing materials for both the vendor and customers;

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5. Not utilize, or be located on, parking spaces required for the primary use. At least two parking spaces, in addition to those required for the primary use, shall be provided for the ~~wagon, pushcart, and~~ motorized food wagon operation;
6. Not interfere with access, driveways, aisles, or circulation, and shall not operate in a place where the operation will create a traffic hazard;
7. Provide sufficient room surrounding the ~~wagon, pushcart,~~ motorized food wagon to allow for accessibility and to meet fire codes and ADA requirements;
8. Not interfere with pedestrian movement or create a pedestrian hazard;
9. An affidavit submitted to the ~~e~~City of Lathrop, in a form approved by the ~~e~~City, from the property owner permitting the vendor to locate on the site;
10. Comply with the requirements of the county health department;
11. No vendor shall dispense any merchandise, foods or goods, at any time, within five hundred (500) feet of the property line of a school between seven a.m. and four p.m. on days when school is in service;
12. No more than one ~~vendor, wagon, pushcart,~~ motorized food wagon, or vehicle can operate on the same property (parcel) at the same time unless approved by the city; and
13. If there is no adequate parking available or if the operation of the vending business causes a hazardous condition deemed to be unsafe, at the discretion of a city official, operating hours may be limited. (Ord. 10-300 § 1; Ord. 09-295 § 2)

8.27.070 Exemptions.

- A. Any person engaged in vending where such person has been authorized by the city of Lathrop to engage in such activity by a special event permit, lease, real property license, agreement, or other entitlements issued by the city of Lathrop.
- B. Any person delivering any goods by vehicle where such goods have been ordered in advance for such delivery from any business located at a permanent location. (Ord. 09-295 § 2)

8.27.080 Application of other laws and regulations.

- A. The provisions of this chapter prohibiting the stopping or parking of a vehicle shall apply at all times or at those times specified by this chapter, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device.

B. The provisions of this chapter imposing a time limit on stopping or parking shall not relieve any person from the duty to observe other more restrictive provisions of the California Vehicle Code, this code or any other ordinances of the city, prohibiting or limiting the stopping or parking of vehicles in specified places or at specified times. (Ord. 09-295 § 2)

8.27.090 Condition/appearance of site and vehicle.

A. The site (meaning the area where the ~~wagon, pushcart, or~~ motorized food wagon is located at any given time no matter how short the time period) shall be maintained in a safe and clean manner at all times. The vendor shall not discharge items onto the sidewalk, gutter, storm inlets, or streets.

B. No tables, chairs, fences, shade structures, or other site furniture, (permanent or otherwise) or any free standing signs shall be permitted in conjunction with the motorized food wagon; ~~pushcart, or wagon.~~

C. Exterior storage of equipment, or materials associated with vending is prohibited.

D. A garbage can for refuse shall be set outside the ~~wagon, pushcart, or~~ motorized food wagon for the time period in which they are allowed to remain parked in accordance with this code. Vendors are responsible for gathering refuse and proper disposal of refuse from the area in which they are parked that is a result of their vending.

E. The ~~wagon, pushcart,~~ motorized food wagon, or any vehicle shall only be parked on sites covered by approved surfacing materials; this includes parking for patrons of the vendor.

F. If the ~~wagon, pushcart, or~~ motorized food wagon is operating at an hour where natural light is dim, where permitted, they must be in an area that is near a permanent light source to ensure the safety of customers. Temporary light fixtures are not permitted.

G. During the time that a ~~wagon, pushcart, or~~ motorized food wagon is parked or stationary, no music, bells, or any amplified sound device shall be played. Music, bells, or any amplified sound may resume only once the ~~wagon, pushcart, or~~ motorized food wagon leaves its parked or stationary position.

H. All music, bells, or any amplified sound ~~should~~ shall not be extended or heard past three hundred (300) feet from the source of the sound.

I. The exterior of the ~~wagon, pushcart,~~ motorized food wagon shall be clean and in good repair, and not have any peeling, dents, rust, scratches or missing components which are discernible at a distance of five feet or more from the vehicle.

J. A sign displaying the name of the business, the commissary address and the business phone number shall be displayed on the passenger side of the ~~wagon, pushcart,~~ motorized food wagon and shall be clearly visible at a distance of ten (10) feet.

K. No vendor shall dispense any merchandise not listed on the vendors permit.

L. No vendor shall attach to or receive any utilities from private or public property without obtaining approval or permits from the city of Lathrop. (Ord. 09-295 § 2)

8.27.100 ~~Special~~Additional requirements for motorized food wagon.

A. The motorized food wagon shall be entirely self-sufficient in regards to gas, water, and telecommunications. Should any utility hook-ups or connections to on-site utilities be required, the vendor and property owner shall be required to apply for all appropriate permits to ensure building, public safety and consistency with applicable building codes are met.

B. All motorized food wagons shall operate out of a commissary pursuant to California Health and Safety Code Sections 114287 and 114295(d).

C. A motorized food wagon shall comply with California Health and Safety Code Sections 114299.5 and 114315 regarding the availability of adequate toilet facilities for use by food service personnel if remaining at one location for more than one hour.

D. Food and beverages are prepared and sold for off-site consumption. (Ord. 09-295 § 2)

8.27.110 Safety and security.

A. No vending shall be permitted except after the ~~pushcart, wagon, or~~ motorized food wagon used for vending has been brought to a complete stop and parked in a lawful manner.

B. The vendor shall install signage in a visible location, on the vehicle and property, indicating that loitering is not permitted and customers may only remain on the site for up to fifteen (15) minutes after receiving their food, foodstuffs, goods, wares or merchandise. (Ord. 09-295 § 2)

8.27.120 Revocation of license/permit.

A license or permit issued pursuant to this chapter may be revoked upon proof that the applicant has been convicted during the term of such license or permit of a crime or civil violation prosecuted in the name of the people of the state of California, provided such conviction is related to the applicant's conduct of his or her business; or has made a false material statement in the application. (Ord. 09-295 § 2)

8.27.130 Applicability of regulations to existing business.

The provisions of this chapter shall be applicable to all persons and businesses described herein whether the herein described activities were established before or after the effective date of the ordinance enacting this chapter into law. (Ord. 09-295 § 2)

8.27.140 Appeal process.

If any permit or license is denied or revoked pertaining to this chapter, an appeal may be made to the city. All appeals must be made in writing stating the grounds for the appeal and filed with the city on or before the tenth day after the permit or license was denied or revoked. If the appeal is granted, normal administrative hearing procedures will proceed as stated in Chapter 1.12 of this code. (Ord. 09-295 § 2)

8.27.150 General penalty.

A. Any violation of this chapter not remedied immediately shall be declared a nuisance and procedures under the administrative enforcement procedures (Chapter 1.12 of this code) shall be followed to allow for correction of the violation.

B. Any person violating any of the provisions or failing to comply with any of the mandatory requirements of the ordinances of the city shall be guilty of a misdemeanor; provided, however, that the city attorney shall have the discretion to elect to charge such violation of any provision of this code as an infraction.

1. Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this code is committed, continued or permitted by such person and shall be punishable accordingly.

2. Each person shall be guilty of a separate offense for each and every day during the portion of which any violation of any provision of this code is committed, continued or permitted by such person and shall be punishable accordingly.

3. Except in cases where a different punishment is prescribed by any ordinance of the city, any person convicted of a misdemeanor under the provision of this code shall be punishable by fine of not more than one thousand dollars (\$1,000.00) or imprisonment in the San Joaquin County jail for a period of not more than six months, or by both such fine and imprisonment, for each offense.

4. Any person convicted of an infraction for violation of an ordinance of the city under this code shall be punishable by a fine of not more than five hundred dollars (\$500.00) for each offense.

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C. Any failure to comply with the provisions of this chapter, including failure to obtain a license or permit, may be punishable by revocation of or issuance of, any license or permit to operate as a vendor. (Ord. 09-295 § 2)

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Chapter 8.26 SIDEWALK VENDORS

8.26.010 Intent

The City of Lathrop declares that it is the policy and intent of the City and this chapter to regulate sidewalk vendors within or adjacent to the City of Lathrop to preserve and enhance the business community in Lathrop and promote public health and safety in a manner consistent with goals, policies and standards of the Lathrop General Plan.

8.26.020 Purpose

The purpose of this chapter is to establish a sidewalk vendor permitting and regulator program that complies with Senate Bill 946 (Chapter 459, Statutes 2018). The provisions of this chapter bring the City into compliance with Senate Bill 946 by removing total prohibitions on sidewalk vending activities while still permitting regulation and enforcement of such activities. Sections 53036-53039 of the California Government Code confers upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. The requirement set forth in this chapter are intended to protect the public's health, safety, and welfare by ensuring that vendors on public property provide safe and sanitary conditions for customers and that the total number of allowed vending permits in the commercial districts is limited. This chapter is adopted pursuant to the City's police powers for the purpose of regulating vending on public property.

8.26.030 Definitions

The following words and phrases, whenever used in this chapter, shall be construed as hereafter set out, unless it shall be apparent from the context that they have a different meaning.

“Certified Farmers’ market” means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter, or any successor chapter.

“Roaming sidewalk vendor” means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

“Sidewalk” means that portion of a highway, other than the roadway, set apart by curbs, barriers, markings or other delineation specifically.

“Sidewalk vendor” means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk or pedestrian path.

“Stationary sidewalk vendor” means a sidewalk vendor who vends from a fixed location.

8.26.040 Application of permits and licenses

Only sidewalk vendors with a valid permit issued by the Finance Department may vend upon the city's public right-of-way. To apply for a sidewalk vending permit, a person must file an application with the Finance Department. Such application shall be accompanied by a nonrefundable, nontransferable application fee in an amount established by Resolution of the City Council. Permits shall be required to renewed annually and a separate nonrefundable, nontransferable application fee shall be paid yearly for such renewal application. Every business owner shall obtain a city business license and display at all times. Vendors must have the permit in their possession when vending and display at all times. A license application requires:

- A. The legal name and current address and telephone number of the applicant;
- B. If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal;
- C. Photographs (showing exterior views) of vending equipment;
- D. A description of the food or merchandise offered for sale;
- E. A description of the area(s) the applicant intends to operate;
- F. Whether the applicant intends to operate as a stationary sidewalk vendor and/or a roaming sidewalk vendor;
- F. A California seller's permit number pursuant to Section 6067 of the Revenue and Taxation Code;
- G. If a vendor of food or food productions, a copy of the a current San Joaquin County environmental health permit.
- H. The applicant has not had a similar permit revoked by the City of Lathrop within a period of one year to the date of such application; and
- I. Any other reasonable information regarding the time, place, and manner of the proposed vending.
- J. The following persons, entities or activities are exempt from the permit requirements of this Section:
 - 1. Any vendor or person engaged solely in artistic performances, free speech and/or petitioning activities.
 - 2. Nonprofit education institutions, fraternal and service clubs, bona fide religious organizations and agencies of any federal, state or local governments.
 - 3. Nonprofit private clubs where a basic membership fee covers the cost of the use of the facilities.

4. Community organizations/events not otherwise regulated by the Lathrop Municipal Code, upon approval of the City Manager or designee.

5. Business and trades that are exempt from licensing and tax regulations under federal and state statutes.

6. Any organization, society, association or corporation desiring to solicit or have solicited in its name money, donations of money or property or financial assistance of any kind or desiring to sell or distribute any item of literature or merchandise to persons other than members of such organizations upon the streets, in office or business buildings, by house-to-house canvass or in public places for charitable, religious, patriotic or philanthropic purpose exclusively.

8.26.050 Regulations

General regulations shall include the following:

A. To maintain accessibility standards, every sidewalk vendor operating on any sidewalk or public right-of-way must ensure that no obstruction is placed in the sidewalk or public right-of-way that would reduce the width of the sidewalk to less than forty-eight (48) inches, exclusive of the top of the curb. No obstruction shall be located in a sidewalk or public right-of-way less than six (6) feet in width when the sidewalk is adjacent to the curb.

B. To prevent dangerous distractions and promote the general welfare of the City's residents, sidewalk vendors shall not emit any loud, unnecessary and unusual noises beyond that of a typical use in the surrounding area.

C. A vending permit does not provide an exclusive right to operate within any specific portion of the public right-of-way.

D. No equipment or objects used for sidewalk vending purposes may be left or maintained in public spaces or in any portion of the public right-of-way from 10:00 p.m. to 8:00 a.m. Any equipment or objects left overnight in public spaces or in any portion of the public right-of-way will be considered discarded and may be seized or disposed of by the City.

E. To facilitate the enforcement of this chapter, every sidewalk vendor must display their City-issued vending permit on the street-side portion of their pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance when operating in the public right-of-way.

F. Sidewalk vending hour limitations in areas zoned for nonresidential use will be as restrictive as any limitations on hours of operation imposed on other business or uses on the same street, excluding those permitted to operate 24 hours.

G. Roaming sidewalk vendors in areas that are zoned exclusively residential may operate from dawn to dusk. Stationary sidewalk vendors are strictly prohibited in areas zoned exclusively residential.

H. A sidewalk vendor is prohibited from operating within three hundred (300) feet of a permitted certified farmers' market, a permitted swap meet, or any area subject to a temporary use permit for the duration of the permit.

I. Vending within three hundred (300) feet of any public school is prohibited from 7:00 a.m. through 4:00 p.m. on the days the public school is in session.

8.26.060 Violation Penalty

A. A violation of this chapter by a sidewalk vendor who has a valid vendor permit from the City is punishable only by an administrative citation pursuant to Chapter 1.16 in the amounts not to exceed the following:

1. One hundred dollars (\$100) for the first violation.
2. Two hundred dollars (\$200) for the second violation within one year of the first violation.
3. Five hundred dollars (\$500) for each additional violation within one year of the first violation.
4. A valid vendor permit shall be revoked by the City upon the fourth violation.

B. A person engaged in sidewalk vending without a valid City vendor permit is punishable by an administrative citation pursuant to Chapter 1.16 in amounts not to exceed the following, in lieu of the amounts set forth in paragraph A:

1. Two hundred dollars (\$250) for the first violation.
2. Five hundred dollars (\$500) for a second violation within one year of the first violation.
3. One thousand dollars (\$1,000) for each violation within one year of the first violation.
4. Upon proof of a valid vendor permit issued by the City, the administrative citations set forth in this paragraph shall be reduced to amounts set forth in paragraph A.

C. A violation of this chapter shall not be punishable as an infraction or misdemeanor. No person alleged to have violated the provisions herein shall be subject to arrest except when otherwise permitted by law.

D. Failure to pay an administrative citation issued pursuant to this section shall not be punishable as an infraction or misdemeanor. Additional fees, assessments, or any other financial conditions beyond those authorized herein shall not be assessed.

E. Any fine issued under this Section will be accompanied with a notice of and instruction regarding the right to request an ability-to-pay determination.

F. If the requestor is receiving public benefits under Government Code section 68632, subdivision (a), or has a monthly income which is 125 percent or less of the current poverty guidelines updated periodically in the Federal Register by the United States Department of Health and Human Services, the City will limit the total amount of the requestor's administrative fine to 20 percent of the total.

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Chapter 10.25 VEHICLE PARKING IN YARDS OF RESIDENTIAL AREAS

10.25.010 Purpose and intent.

The purpose and intent is to improve the safety and well-being of the community. Some fluids within vehicles are highly flammable and vegetation on a residential property can act as an accelerant. Vehicles may also restrict public safety access to the property and consequently hinder the ability of fire personnel to put out fires that may occur and also hinder the ability of public safety personnel to operate effectively during emergencies. This section is intended for all new and existing uses that meet the standards set within this section. (Ord. 09-292 § 1)

10.25.020 Definitions.

“Additional vehicle space” means an area next to the driveway that can be used for direct access to the side and rear yards and is not in the defined area of the front yard. This area shall not exceed a width of more than twelve (12) feet.

“Approved surfacing materials” or “approved surface” means cement, asphalt, brick, concrete, or paving blocks at least four inches thick. The surfacing design and installation used shall prevent contaminants from entering the storm drain system, and shall prevent dust, mud, loose gravel, debris, or dirt from being carried on vehicle tires onto adjacent public streets.

“Clean dirt” is dirt that had been cleared of all live or dead vegetation which include, but are not limited to: weeds, grass, leaves, or junk/garbage/debris.

“Compacted gravel” is rock a quarter inch to an inch and a half in size that is laid four inches thick which is rolled or compacted and graded so that run-off will not run onto neighboring property.

“Driveway” means the paved area with approved surface materials no wider than the garage or carport on the property. It can also be a straight-on space paved with approved surface materials located within the front yard and not within the extended side yard, perpendicular to the street and no wider than twenty (20) feet, that allows for vehicles to be parked in the front of the house if there is no garage, if such space is in existence on the effective date of the ordinance codified in this chapter. This garage area will be the existing straight-on drive space that has already been used by the responsible person as a driveway. If there were an existing driveway where there is no approved surface on the driveway prior to the ordinance codified in this chapter, approved surfacing materials would not need to be installed until there is an expansion or remodeling greater than twenty-five percent (25%) of the assessed value of the existing structure.

“Front yard” means a yard or area that is immediately in front of a structure that is part of the lot on which the residential unit is located. This does not include the area used as a driveway or additional parking space.

“Garage” is a properly permitted building or structure where vehicles may be stored, including a carport.

“Rear yard” means property immediately behind a structure that is part of the lot on which the residential unit is located.

“Responsible person” means the legal owner of the property per the records from the county assessor’s office and/or a renter. Where the legal owner is more than one individual, the term refers to all such owner individuals.

“Secondary driveway” means a secondary access driveway to the primary driveway with approved surface materials subject to the standards in Section 10.25.060.

“Side yard” means a yard or area that is abutted by the side lot line on one side, the main structure on the other side and starts from the furthestmost structure on the property, not including any portion of a required front yard or required rear yard. Side yards must have a solid six-foot fence made with like materials installed to help reduce views from the public right-of-way.

“Structure” means all buildings including, but not limited to, houses, sheds, garages, carports, coverings such as canopies and pop-up tents, and fences.

“Vehicle” means a device by which any person or property may be propelled, moved, or drawn upon a highway, excepting a device moved exclusively by human power. (Ord. 09-292 § 1)

10.25.030 Front yard vehicle parking.

A. It is unlawful and a public nuisance for any responsible person to maintain or allow to be maintained, the parking of vehicles in the front yard on lawns, vegetation, dirt, or any other surface(s).

B. Residential properties may have additional impervious surface provided that a minimum of thirty-five percent (35%) of the required front yard is landscaped as prescribed in Chapter 17.92.

C. If the responsible person has no garage, as of the date of adoption of the ordinance codified in this chapter, he or she may only park vehicles as will fit in the existing straight-on drive space that meets the definition of a driveway and additional vehicle space. (Ord. 18-384 § 1; Ord. 09-292 § 1)

10.25.040 Rear yard vehicle parking.

If the responsible person wishes to park vehicles in his or her rear yard, the vehicle shall be parked on an approved surface, compacted gravel, or clean dirt. Vehicles must be set away at least three feet from the rear yard fence and three feet from all structures. This is intended to grant egress and ingress of safety personnel and equipment during fire or police emergencies. Rear yards shall not be used as a storage place for vehicles to be stowed away for commercial purposes. (Ord. 19-405 § 1; Ord. 09-292 § 1)

10.25.050 Side yard.

A side yard, area between house and side yard fence, may be used as a path to transport vehicles into the rear yard. Any vehicle parked on a side yard must be on an approved surfacing

material, compacted gravel or clean dirt and behind an approved fence made of like materials. At least one side yard must have a setback of at least three feet from all structures, in which no vehicle may be parked, to allow ingress and egress for emergency situations. An operational gate with no obstructions shall be in place on the three-foot setback side yard that will be used for ingress and egress. (Ord. 09-292 § 1)

10.25.060 Secondary Driveways

Access to a Rear or Side Yard.

A. If stored within a side or rear yard, a secondary driveway may be permitted to allow a non-commercial vehicle such as a trailer, recreational vehicle (RV), motorhome, boat mounted on a trailer, or similar equipment to access the rear or side yard subject to the following standards:

1. The property owner shall agree to record, on the Title of the property, a *Notice of Limitation of Use for Secondary Driveway* prior to construction to ensure the secondary driveway meets the standards and intent of this Section and Title.

2. A vehicle shall be stored behind a solid fence with the intent of screening the non-commercial vehicle.

3. A vehicle may not be parked or stored on the secondary driveway.

4. The secondary driveway shall not eliminate or restrict on-street parking. Access to the secondary driveway may be blocked by a parked vehicle.

5. A secondary driveway may be improved with surface materials designed so that only the tire width of the vehicle is paved with concrete or other alternative materials. The secondary driveway is permitted within the public right-of-way (i.e. parkway strip) subject to the review and approval from the public works department.

6. The secondary driveway shall be consistent with the City's Standard Details. Use of the pedestrian ramp for vehicular purpose is prohibited.

10.25.0670 Maintenance of vehicles.

All vehicles parked in the front, side, rear yards, and/or within public view must be operational and registered as required by Section 8.32.080 and Chapter 10.28 of this code. (Ord. 09-292 § 1)

10.25.0780 Grading of the approved parking surface.

All approved parking surfaces must be installed so that runoff will not escape onto neighboring property. (Ord. 09-292 § 1)

10.25.0890 Exemption—Construction sites.

Active construction sites in residential areas containing unpaved sections requiring access thereto for necessary construction activities are exempt from the paving and requirements of this

chapter; provided, however, that the public works director, or his or her lawful representative, is empowered to order such temporary measures as are reasonably necessary to ensure that dust, mud and debris are not deposited on the public streets, sidewalks, or ways by construction vehicles, including requiring a bond for the performance of such measures; provided further, that the public works director, or his or her lawful representative, may order restrictions on the on-site parking of vehicles owned by construction workers on the site to avoid the deposit of dust, mud and other debris on public ways or streets. (Ord. 09-292 § 1)

10.25.1090 Exemption—Circular driveways.

Notwithstanding Section 10.25.020 of this chapter for the definition for driveways of an approved surfacing material, whether a complete circle or u-shaped, (with the driveway being used as the only entrance and exit or unless additional entrances and exits are approved by the public works department in the form of an encroachment permit) is in place prior to the effective date of the ordinance codified in this chapter, shall be allowed to remain, and be used as a driveway, provided that, if an expansion or remodeling greater than twenty-five percent (25%) of the assessed value of the existing structure is undertaken, the circular driveway must be removed and/or an approved driveway must be installed with approved surfacing materials. This area shall not exceed a width of more than twelve (12) feet unless the area has been approved by the city of Lathrop and/or the public works department. The existing area shall have a minimum of fifteen percent (15%) of the net site area landscaped with approved landscaping materials. (Ord. 09-292 § 1)

10.25.1140 Exemption—Front yards with approved materials.

Notwithstanding the above, properties which have any portion of the front yard covered with any of the approved parking surfaces prior to the effective date of the ordinance codified in this chapter, shall be allowed to use them as driveways or additional vehicle spaces (with the driveway being used as the only entrance and exit or unless additional entrances and exits are approved by the public works department in the form of an encroachment permit), provided that, if an expansion or remodeling greater than twenty-five percent (25%) of the assessed value of the existing structure is undertaken, the approved materials in the front yard must be removed and approved landscaping materials shall be installed and a driveway must be installed with approved surfacing materials. (Ord. 18-384 § 1; Ord. 09-292 § 1)

10.25.1240 Notice to remove vehicles.

If a responsible person is in violation of this chapter, notice shall be given to such person to remove the vehicle(s). The notice shall be served by mail and may also be made by making personal contact at the property or posting the notice at the property. The notice shall also set out the information required in the administrative enforcement code (Title 1 of this Code). (Ord. 09-292 § 1)

10.25.13120 Violation of this chapter.

Any violation of this title may be addressed pursuant to Chapter 1.16 of this code as an infraction or may at the city's discretion be prosecuted pursuant to Chapter 1.12 of this code. (Ord. 09-292 § 1)

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Chapter 17.32 R ONE-FAMILY RESIDENTIAL DISTRICT

[...]

17.32.020 Permitted uses.

- A. One-family dwellings;
- B. Raising of fruit and nut trees, vines, vegetables and horticultural specialties on a noncommercial basis;
- C. Fenced or enclosed swimming pools for either individual, family or communal use on an exclusive noncommercial basis; provided, that no swimming pool shall be located within a utility easement;
- D. A “small family day care home” as defined and regulated by the State Health and Safety Code, which provides care to eight or fewer children, including children who reside in the home;
- E. An ~~“alcoholic recovery facility”~~ “Residential Care Facility” as defined by the State Health and Safety Code, which provides care to six or fewer persons, whether or not related;
- ~~F. A small residential care home;~~
- FG. Accessory structures and uses located on the same site with a permitted use;
- GH. Other uses which are added to this list according to the procedure in Section 17.16020;
- HI. The keeping of animals in accordance with the standards of Chapter 17.28. (Ord. 16-365 § 1; prior code § 176.02)

[...]

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Chapter 17.36 RM MULTIFAMILY RESIDENTIAL DISTRICT

[...]

17.36.020 Permitted uses.

- A. One-family dwellings;
- B. Multifamily dwellings;
- C. A ~~small family day care home, a substance abuse recovery~~ residential care facility or a small residential care home, as ~~provided~~defined in Section 17.32.020;
- D. Fenced or enclosed swimming pools for either individual, family or communal use on an exclusive noncommercial basis; provided, that no swimming pool shall be located within a utility easement or a front yard;
- E. Incidental and accessory structures and uses located on the same site with a permitted use;
- F. Other uses which are added to this list according to the procedure in Section 17.16.020;
- G. The keeping of animals in accordance with the standards of Chapter 17.28;
- H. Emergency shelters, in accordance with the provisions of Chapter 17.74. (Ord. 16-365 § 1; Ord. 92-96; Ord. 92-73)

[...]

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Chapter 17.92 LANDSCAPING AND SCREENING STANDARDS

[...]

17.92.040 Landscape plan.

A landscape plan is required for all new residential, commercial, and industrial developments. Each plan shall be professionally drawn to an identifiable scale no smaller than one inch equals twenty (20) feet on eighteen (18) inch by twenty-four (24) inch or eighteen (18) inch by twenty-six (26) inch drawing media and shall include the following:

- A. Landscape Materials, Trees, Shrubs, Groundcover, Turf, Etc. Planting symbols shall be clearly drawn and plants labeled by botanical name, common name, container size, spacing, and quantities of each group of plants indicated in accordance with the provisions of this title;
- B. Property lines, street names, and existing utilities;
- C. Streets, driveways, walkways, and other paved areas;
- D. Pools, ponds, water features, fences, retaining walls and other screening devices;
- E. Existing and proposed buildings and structures including elevation if applicable;
- F. Natural features including, but not limited to, rock outcroppings, existing trees, and shrubs that will remain and those that are intended to be removed;
- G. Tree staking, plant installation, soil preparation details, and any other applicable planting and installation details;
- H. Irrigation materials, specifications, and design in conformance with the water conservation and irrigation design requirements stated in Section 17.92.060;
- I. Drainage and run-off detail as they pertain to the proposed landscape. (Ord. 92-96)
- J. Identify location of mulch application. Mulch shall be applied on all exposed soil surfaces of planting areas except in areas of rooting or creeping ground covers. The application of mulch will conserve soil moisture, improve fertility and health of the soil, reduce weed growth, and enhance the visual appeal of the new landscaping areas.

[...]

17.92.070 Parking, noise attenuation, and screening.

Screening and landscaping of open parking and loading areas shall be provided as follows:

- A. Parking lots located on the project site of ten (10) parking spaces or less that area adjacent to the project property lines shall include a five-foot landscape strip buffer installed continuously along the property line unless it is adjacent to an area that is designated on the general plan for residential use, zoned for residential use or where an existing residential use exists or abuts a street frontage; in such occurrences, the planting strip shall be ten (10) feet in width minimum. Parking areas of more than ten (10) parking stalls shall include a ten (10) foot landscape strip buffer installed continuously along the property line in all cases.
- B. Trees shall be planted in the landscaped area at the area of one tree per six parking spaces. The trees planted shall be selected from the criteria as described in Section 17.92.090, and approved by the community development director. Open parking areas on streets shall have a minimum five-foot planting strip. The planting strip shall be measured from the street right-of-way line allowing openings for walkways and driveways. All trees planted along a public right-of-way shall be maintained to allow a minimum clearance of ten (10) feet from grade.
- C. All parking areas and parking lots shall also be in compliance with the adopted zoning ordinance and other city ordinances, resolutions, and regulations as set forth by the city council.
- D. If a commercial, industrial, or multifamily residential project abuts a residential zone, an area designated on the general plan for residential use, or an existing residential use, a solid masonry wall or alternative materials approved by the Community Development Director eight feet in height shall be erected to the adjoining planting strip.

[...]

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Chapter 17.104 ARCHITECTURAL DESIGN REVIEW

[...]

17.104.040 Referral and action.

A. The city project planner shall check all drawings submitted for site and architectural design review for compliance with applicable provisions of this code and shall submit the drawings to the design review committee.

B. The design review committee shall act to approve, deny or require modifications of the drawings submitted for committee review within thirty (30) days of the determination by the community development director or the city manager's designee, that the application meets the requirements of this chapter for completeness.

C. The authority of the design review committee with respect to site and building design shall extend to reviewing plans and making recommendations to the permitting authority in the form of conditions. The appeal of any such conditions shall be to the permitting authority and shall be heard in connection with the approval, disapproval or other action on the application.

D. The application fee for a permitted or conditionally permitted use as set by resolution of the city council is sufficient to cover the cost of handling the application and includes the design review committee. (Ord. 10-298 § 1; Ord. 99-181 § 4; Ord. 92-73)

17.104.050 Appeals.

Appeal of the Approving Authority's action on the request for Architectural Design Review entitlement shall be made in accordance with the procedures specified in Chapter 17.125: Appeals

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[...]

17.62.072 Permitted uses.

- A. Retail sales uses including, but not limited to:
- (1) Antique/collector shop
 - (2) Automobile parts
 - (3) Boutique/gift store
 - (4) Book store
 - (5) Bowling alley
 - (6) Bridal shop
 - (7) Children's/teen's store
 - (8) Clothing store
 - (9) Convenience-oriented food store
 - (10) Department store/general merchandise store
 - (11) Dry goods
 - (12) Electronics/audio/video/computer/software store
 - (13) Furniture (new and used)/appliance store
 - (14) Furniture/appliance store
 - (15) Home furnishings and housewares/window coverings/tableware/linens
 - (16) Hardware/home improvement/nursery/building materials
 - (17) Jewelry store
 - (18) Leather goods and luggage
 - (19) Lighting
 - (20) Medical and orthopedic appliance store

- (21) Music/musical instrument/audio recording store
- (22) Nursery/garden supply store/landscape materials
- (23) Office and business supplies
- (24) Party supplies
- (25) Scientific instrument store
- (26) Hat store
- (27) Specialty shop
- (28) Stamps, coins and collectables
- (29) Tobacconist
- (30) Toy store

B. Service retail uses including, but not limited to:

- (1) Fur repair and storage
- (2) Automobile repair
- (3) Automobile upholstery and top shops
- (4) Banks/credit unions/savings and loans/financial institutions
- (5) Facial/massage
- (6) Cafeterias
- (7) Catering
- (8) Cleaning, pressing and dyeing establishments (using nonflammable and non explosive cleaning fluid)
- (9) Day care centers
- (10) Emergency medical/dental clinics, and prescribing pharmacies within
- (11) Electronics repair
- (12) Employment agency
- (13) Equipment rental

- (14) Rug cleaning and dyeing
- (15) Hotel/motel/apartment hotels
- (16) Inns providing temporary visitor accommodations and accessory recreational and commercial facilities
- (17) Interior decorating
- (18) Laboratories
- ~~(19) Large appliance repair shops~~
- ~~(1920) Laundromats~~
- ~~(204) Linen supply service~~
- ~~(212) Motorcycle sales and service~~
- ~~(223) Musical instrument repair and incidental sales~~
- ~~(234) Lube shops~~
- ~~(25) Plumbing and sheet metal~~
- ~~(246) Printing (large press), lithography and engraving~~
- ~~(257) Real estate/title office~~
- ~~(268) Secretarial services~~
- ~~(279) Appliance repair shops~~
- ~~(2830) Tire sales, retreading and recapping~~
- ~~(2934) Tool or cutlery sharpening or grinding~~
- ~~(3032) Used car sales~~
- ~~(3133) Vehicle and trailer rental and service, including incidental sales~~
- ~~(34) Vending machines within enclosed areas~~
- (3235) Veterinarian services and offices, including small animal hospitals or clinics, short-term boarding of animals and incidental care such as bathing and trimming; provided that all operations are conducted entirely within a completely enclosed structure which complies with specifications of soundproof construction as prescribed by the building official.

C. Educational and recreational uses including, but not limited to:

- (1) Banquet facility
- (2) Billiards/pool hall
- (3) Dance hall
- (4) Health clubs/fitness centers/physical therapy/gymnasium
- (5) Instruction and training in gymnastics, martial arts, aerobics, yoga
- (6) Meeting hall
- (7) Music and dance studio

D. Office uses including, but not limited to:

- (1) Administrative headquarters
 - (2) Administrative offices—City, county, state, and federal
 - (3) Business, consulting and commercial services
 - (4) Business, professional and administrative offices
 - (5) Business park or regional office centers
 - (6) Business, trade and professional schools and colleges
 - (7) Medical and dental offices, laboratories and clinics, and prescription pharmacies in conjunction therewith or with a hospital
 - (8) Messenger offices
 - (9) Offices incidental to another permitted use
 - (10) Radio and television broadcasting
 - (11) Stock brokerage
- E. Other uses, including, but not limited to:
- (1) Accessory uses and structure located on the same site as a permitted use
 - (2) Any use permitted in Neighborhood Commercial-CL.
 - (3) Automobile sales and service (new)

- (4) Bakeries, wholesale
- (5) Boat and recreational vehicle sales and service with ancillary storage facility
- ~~(6) Boat/recreational vehicle storage and parking~~
- ~~(67)~~ Car washes
- ~~(78)~~ Farm equipment sales and service
- ~~(89)~~ Boarding and rooming houses
- ~~(940)~~ Ceramic and pottery works

~~(1044)~~ Bus depots and transit stations, provided that buses or other transit vehicles shall not be stored on the site and no repair work or servicing of vehicles shall be conducted on the site

- ~~(12) Diaper supply~~
- ~~(113)~~ Exterminators
- ~~(124)~~ Feed and seed
- ~~(15) Heating, ventilating and air conditioning shops, including incidental sheet metal~~
- ~~(16) Ice dispensers (coin-operated)~~
- ~~(17) Ice storage and sale~~
- ~~(138)~~ Laboratory—Research, experimental, and testing
- ~~(149)~~ Lumber yard (when accessory to retail establishment)
- ~~(1520)~~ Machinery/equipment sales and rental
- ~~(21) Mattress repair~~
- ~~(22) Millinery~~
- ~~(1623)~~ Mini-storage and garages
- ~~(24) Mortuary~~
- ~~(25) Packing and crating~~
- ~~(1726)~~ Parking lots and structures, improved, off-street and in conformity with Chapter 17.76
- ~~(1827)~~ Public and private nonprofit charitable institutions

(1928) Research and development

(2029) Storage building incidental to a permitted use

(2130) Sign painting shop

~~(31) Storage, garages and buildings~~

(2232) Transit center/stations

~~(33) Taxidermists~~

(2334) Theater (dinner, movie, live, etc.)

~~(35) Trade shops~~

(2436) Wholesale sales

(2537) Wholesale establishments

F. Incidental and accessory structures and uses on the same site as a permitted use.

G. Other uses which are added to this list according to the procedure in Section 17.16.020.

H. Home occupations in accordance with Chapter 17.64 of the Lathrop Zoning Ordinance.
(Ord. 04-245 § 3)

17.62.073 Permitted uses: administrative approval required.

The following uses may be permitted in accordance with the provisions of Chapter 17.108:

A. Retail sales uses including, but not limited to:

(1) Any use permitted with site plan review in Neighborhood Commercial-CL

(2) Automobile and tractor parts and equipment

(3) ~~Church/religious facility~~ Assembly Uses

(4) Community/civic center

(5) Convention center

(6) Electrical transmission and distribution substation, gas regulator station, public service pumping stations and elevated pressure tanks.

(7) Factory outlet/mall

(8) Gas/service station (excluding dispensing of semi-truck fuel and truck service)/convenience store

(9) Hospital/Medical center

~~(10) Newspaper publishing~~

(10~~4~~) Park and ride facilities

(11~~2~~) Public utility service yards

~~(13) Storage yards for commercial vehicles.~~

B. Eating, drinking and entertainment establishments, including, but not limited to:

(1) Auditoriums/concert hall/theater

(2) Amusement arcade

(3) Bars, cocktail lounges, and nightclubs

(4) Fast food drive-through/drive-in facility

(5) Private clubs

(6) Skating rinks and other similar commercial recreation facilities

C. Regionally oriented, high volume retail uses, including, but not limited to:

(1) Auto malls

(2) Design/contractors centers

(3) Discount/off price centers

(4) Entertainment/lifestyle centers

(5) Factory outlet stores

(6) Furniture outlets

(7) Malls

(8) Power centers

(9) Promotional centers

D. Other, including, but not limited to:

- (1) Art and craft schools and colleges
- (2) Incidental and accessory structures and uses on the same site as a use permitted by administrative approval or conditional use
- (3) Licensed family day care center for nine to fourteen (14) children as an accessory use in a dwelling
- ~~(4) Museums~~
- (45) Public and private charitable institutions, hospitals, sanitariums, nursing homes, rehabilitation homes and rest homes, including state-authorized homes as prescribed under Section 17.32.040(B)
- (56) Public uses of a cultural type, including libraries, museums, and art galleries
- (67) Public transportation facilities
- (78) Communication equipment building
- (89) Recycled water storage and water quality ponds not previously identified in previous approvals
- (940) Spray fields not previously identified in previous approvals.
- (104) Storm drain detention and retention ponds not previously identified in previous approvals
- (112) Temporary Christmas tree lot
- (123) Temporary pumpkin patch
- ~~(14) Public/semi-public CL uses~~

E. Other uses added to this list by the planning commission according to the procedures in Section 17.16.020 of the Lathrop Municipal Code. (Ord. 04-245 § 3)

17.62.074 Conditional uses: commission approval required.

The following uses may be permitted in accordance with the provisions of Chapter 17.112:

- A. Ambulance stations.
- B. Any use permitted in High Density Residential-CL.
- C. Any use permitted in Public/Semi-Public-CL.
- D. Any use permitted with site plan review in High Density Residential-CL.

E. Any use conditionally permitted in Neighborhood Commercial-CL.

F. Any use conditionally permitted in High Density Residential-CL.

~~G. Boat and recreational vehicle storage.~~

~~H. Cold storage/food lockers.~~

GI. Communications equipment.

HJ. Dwellings over a permitted use in accordance with density requirements of the High Density Residential-CL.

IK. Expansion, remodeling, or additions to a conditional use that are not considered an incidental or accessory use as defined by Section 17.04.080 of the Lathrop Zoning Ordinance.

JL. Farmer's markets, including indoor and outdoor facilities.

LM. Gas and electrical transmission lines.

MN. Gunsmiths.

NO. Home occupations in accordance with Chapter 17.64.

OP. Lumber yards (not including planing mills or sawmills).

PQ. Packing and crating.

QR. Incidental and accessory structures and uses, as defined in Section 17.04.080, located on the same site as a use permitted by administrative approval or conditional use.

RS. Modest expansion or remodeling of an existing nonconforming use of a structure or land, up to fifty percent (50%) or less of the value of the structure, or reestablishment of a nonconforming use which has been damaged, except nonconforming signs and outdoor advertising structures, nonconforming uses occupying a structure with an assessed valuation of less than two hundred dollars (\$200.00), and nonconforming fences, walls and hedges.

ST. Pawnshops.

TU. Truck sales, including sales and installation of parts and accessories and repairs incidental to vehicle dealerships.

UV. Unenclosed commercial recreation facilities including amusement or theme parks, drive-in theaters, golf driving ranges, pony ride rings, race tracks, riding stables, skating rinks, sports arenas and sports stadiums.

VW. Other uses which are added to this list according to the procedure in Section 17.16.020. (Ord. 18-384 § 1; Ord. 04-245 § 3)

[...]

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[...]

17.16.060 Yard requirements—Exceptions.

A. Architectural features including sills, chimneys, fireplaces, cornices and eaves may extend into a required side yard, a required rear yard or a space between structures not more than ~~thirty-six (36) inches and may extend into a required front yard not more than six feet; provided, that where an architectural feature extends more than twenty-four (24) inches into a required side yard, said extension shall be protected by a minimum one-hour fire resistant standard.~~ No building or projection thereof, except a garden structure, may extend into a public easement.

B. Open, unenclosed, uncovered metal fire escapes and depressed ramps or stairways may project into any required yard or space between buildings not more than four feet; planter boxes attached to a building may be extended into a required front yard by not more than three feet.

C. Fences, walls, hedges, garden structures, walks, driveways and retaining walls may occupy any required yard or other open spaces, subject to the limitations prescribed in the district regulations, and except that the provisions of this chapter shall not apply to a fence or wall necessary for public safety or as required by any law or regulation of the state or any agency thereof, and further that a chainlink fence up to seven feet in height may be located in any required front yard in conjunction with public and quasi-public uses. (Ord. 92-73)

[...]

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17.84.020 General provisions and exceptions.

A. Application. The provisions set forth in this chapter shall be applicable to all signs permitted by this title.

[...]

K. Outdoor Advertising Signs. Outdoor advertising signs are signs having part or all of their area devoted to directing attention to a business, profession, commodity, product or service that is not the primary business, profession, commodity, product or service sold, manufactured, conducted or offered on the site on which the sign is located, and shall be subject to the following conditions:

1. Outdoor advertising signs shall not be permitted in the RCO, UR, R, RM, PO, IP or C districts.

2. The maximum single surface area per site of an outdoor advertising structure in the I district shall be five hundred (500) square feet; the maximum aggregate area per site of outdoor advertising signs in the I district shall be one thousand (1,000) square feet. No outdoor advertising signs shall be placed within one thousand (1,000) feet of another such sign on the same side of a street or highway.

3. The maximum height of an outdoor advertising structure shall be no taller than the height limit of the zoning district in which it is located.

L. Signs on City Property. Any sign placed on property owned by the city of Lathrop, or within the right-of-way of a dedicated public street without the permission of the city may be removed by the city without prior notice. This section shall be interpreted consistent with the requirements of the First Amendment to the Constitution of the United States and the free speech clause of Article I of the California Constitution.

[...]

17.84.040 Regulation of signs within the C districts.

A. Purposes and Application. The purpose of sign regulation within the C districts is to avoid unsightly, inharmonious, competing, cluttered and hazardous location and appearance of signs, and to encourage the replacement of existing nonconforming signs. Sign regulations of this section shall apply to any permitted or conditional use listed within a C district.

B. Maximum Total Aggregate Area in the CN, CC, CR and CW Districts.

1. Primary Frontage. An allowable minimum sign area of up to fifty (50) square feet shall be permitted for each primary building frontage (portion of building occupied by the business and facing a street), regardless of the width of such primary building frontage. A maximum total sign area, not to exceed three hundred sixty (360) square feet, shall be permitted for each primary building frontage based on two square feet of sign area for each lineal foot of primary building frontage

occupied by the business, except for those businesses located within the CC district that are within one thousand (1,000) feet of a freeway right-of-way. Such businesses shall be allowed a maximum total sign area of five hundred (500) square feet for each primary building frontage occupied by the business, based on two square feet of sign area for each lineal foot of primary building frontage occupied by the business.

2. Secondary Frontage. An allowable minimum sign area of up to thirty-six (36) square feet shall be permitted for each secondary building frontage (portion of building occupied by the business and facing an alley, an adjacent building, parking lot, or the like), regardless of the width of such secondary frontage. A maximum total sign area, not to exceed two hundred (200) square feet, shall be permitted for each secondary frontage based on one square foot of secondary building frontage occupied by the business.

C. Maximum Total Aggregate Area in the CS and CH Districts.

1. Primary Frontage. An allowable minimum sign area of up to one hundred (100) square feet shall be permitted for each primary business frontage along a street, regardless of the width of such primary business frontage. A maximum total sign area, not to exceed five hundred (500) square feet, shall be permitted for each primary building frontage based on two square feet of sign area for each lineal foot of primary business frontage occupied by the business.

2. Secondary Frontage. An allowable minimum sign area of up to fifty (50) square feet shall be permitted for each secondary business frontage, regardless of the width of such secondary frontage occupied by the business. A maximum total sign area, not to exceed, two hundred (200) square feet shall be permitted for each secondary business frontage based on two square feet of sign area for each lineal foot of secondary business frontage occupied by the business.

D. Directional Signs. Directional signs for off-street parking and off-street loading facilities shall not exceed six square feet of each sign; parking lot identification signs shall not exceed six square feet per face of sign; provided that no directional sign shall exceed three feet in height, as measured from finished grade. Higher directional signs shall be allowed only when such a sign is setback a sufficient distance from the public right-of-way and driveways as to not impede the clear sight of any vehicle utilizing the driveway for ingress and egress.

[...]

J. Freestanding Signs.

1. New freestanding signs shall have a permanently landscaped area at their bases, and shall be maintained with live plant materials around the base of such signs equal to at least ten percent (10%) of the total sign area, and with a minimum landscaped area of ten (10) square feet, or be located within a landscaped planter at least five feet in width.

2. Freestanding area identification signs displaying the name and/or logographic symbol of a shopping center and/or the names of other groupings of businesses, offices, services or combinations thereof shall not exceed a total sign area of five hundred (500) square feet.

3. No more than one freestanding pole or pylon sign shall be permitted for a single business or for a grouping of businesses on a single site, except that two freestanding pole or pylon signs shall be permitted for a grouping of ten (10) or more businesses on a single site.

4. The maximum height of a freestanding pole or pylon sign shall be no taller than the height limit of the zoning district in which it is located.

K. Monument Signs

4.1. No more than one monument sign (a sign located flush on finished grade) shall be permitted for a single business or for a grouping of businesses on a single site; provided, that any monument sign does not exceed eight feet in height and no more than fifty (50) square feet of total surface area for each sign face. Any proposed monument sign may be located within a setback area; provided, that it does not interfere with the clear sight of vehicles at driveway locations. Any monument sign over three feet in height shall also meet the requirements of subsection P of this section.

LK. Temporary signs (see Section 17.84.060, Special provisions for temporary signs).

ML. Announcement and Bulletin Boards. Announcement and bulletin boards or structures for any public, philanthropic, civic, religious or charitable organization or agency, nonilluminated or illuminated by indirect lighting only, may not exceed thirty-two (32) square feet in area in any district when appurtenant to the premises on which they are located.

NM. Height of Signs. The height of signs within the CN, CC, CR and CW districts shall not exceed the height of the structure which houses the business being advertised, unless otherwise allowed under the provisions of this title or as approved by the planning commission with a conditional use permit or site plan review and in no case shall such sign exceed the height limitations of the district in which it is located.

ON. Brand Name Advertising. Up to thirty percent (30%) of the signing allowance for any frontage may be devoted to the advertising or identification of an individual brand or brands of products. This provision shall not apply to the identification of one primary brand name identifying a service station.

PQ. Design of Signs. All signs shall be designed in scale and harmony with the architectural design of the buildings and uses they are intended to relate to or identify. (Ord. 18-394 § 1; Ord. 10-298 § 1; Ord. 09-287 § 2; Ord. 97-151; Ord. 93-99; Ord. 92-73)

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Chapter 8.20 NOISE

8.20.040 Ambient base noise level.

Where the ambient noise level is less than designated in this section the respective noise level in this section shall govern.

Sound Level A, Decibels Community Environment Classification

Zone	Time	Very Quiet (rural, suburban)	Slightly Quiet (suburban, urban)	Noisy (urban)
R1 and <u>R2 Residential,</u> <u>Low</u>	10 pm to 7 am	40	45	50
	7 pm to 10 pm	45	50	55
	7 am to 7 pm	50	55	60
R3 and <u>R4 Residential,</u> <u>Multifamily</u>	10 pm to 7 am	45	50	55
	7 am to 10 pm	50	55	60
Commercial	10 pm to 7 am	50	55	60
	7 am to 10 pm	55	60	65
M1 Limited <u>Industrial</u>	anytime	70	70	70
M2 General <u>Industrial</u>	anytime	75	75	75

(Prior code § 99.04)

[...]

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Chapter 17.44 C COMMERCIAL DISTRICT

17.44.020 CN: neighborhood commercial district.

A. Application. The neighborhood commercial district is intended primarily for the provision of retail and personal service facilities to satisfy the convenience needs of the consumer relatively close to the consumer's place of residence.

B. Permitted Uses. Retail stores, offices and service establishments which supply goods or provide services primarily to meet the convenience of residents of one or more residential neighborhoods shall be permitted, including the following:

Permitted Uses for CN Districts:

[...]

D. Conditional Uses—Commission Approval Required. The following conditional uses may be permitted in accordance with Chapter 17.112:

1. Bowling alleys;
2. Assembly uses;
3. A state authorized licensed day care center for thirteen (13) or more children;
3. Restaurants and cafés, including the serving of alcoholic beverages when incidental to food service;
4. Expansion or remodeling of an existing nonconforming use of a structure or land, limited to fifty percent (50%) or less of the value of existing structures, or reestablishment of a nonconforming use which has been damaged, except nonconforming signs and outdoor advertising structures, nonconforming uses occupying a structure with an assessed valuation of less than two hundred dollars (\$200.00), and nonconforming fences, walls and hedges;
5. Expansion, remodeling or additions to a conditional use that are not considered an incidental or accessory use as defined in Section 17.04.080;
6. Service stations (gasoline), excluding automotive repair services not included in the definition of "service station" in this chapter; provided, all operations, except the sale of gasoline and oil, shall be conducted in a building enclosed on at least three sides;
7. Other uses which are added to this list according to the procedure in Section 17.16.020. (Ord. 16-355 § 1; Ord. 99-168; Ord. 92-73)

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Chapter 12.12 IMPROVEMENTS AND DEDICATIONS

[...]

12.12.030 Construction requirements generally.

A. Except as otherwise provided in this chapter, any person constructing, adding to, or arranging for the construction of, or addition to any off-street parking facilities, or any building in the city, the result of which affects an increase in the density of use of the property or affects an increase of the traffic generation on the street in question, shall also construct or guarantee the construction of curbs, gutters, sidewalks, storm drain facilities, street lights, underground utilities, and street paving to meet the sound structural section of the existing street pavement, in accordance with city standard specifications and design along all public street frontage adjoining the property upon which such work is to be done, unless curbs, gutters, sidewalks, storm drain facilities, street lights and paving constructed in accordance with city standards and design already exist. Underground utilities shall include the undergrounding of existing and new electrical distribution (34.5 kVA and under), cable, phone and any other overhead line for both sides of the street within the frontage of the project. The project shall be responsible for fifty percent (50%) of the cost of the undergrounding the utilities.

B. A permit for such work shall be applied for in accordance with and subject to the provisions of this chapter in addition to the special provisions provided herein, or any other regulation of the city governing the issuance of the permit. The permit shall be issued, or a variance as provided in Section 12.12.040 shall be granted, prior to or in conjunction with the issuance of any building permits or other permits for the property.

C. The public works director shall make a final determination of the right-of-way and street improvement requirements applicable to any such lot in accordance with the provisions of this chapter. The public works director may prescribe forms which may or shall be utilized in connection with the determination and application of the requirements of this subchapter to a particular lot.

D. When a lot user is required to obtain from the city a building permit or other permit or approval, as a condition to the use of a lot, compliance with the provisions of this chapter shall be accomplished in conjunction with the procedures established by the city in connection with applications for such permits and approvals, and no building permit or approval shall be issued until such compliance has been accomplished. (Prior code § 97.72)

12.12.040 Construction requirements—Variance.

A. A variance from the application of Section 12.12.030 in requiring public street improvements to be installed in conjunction with improvements to the abutting property may be granted under any of the following circumstances:

1. Where the city engineer finds and determines the area drainage facilities are inadequate and that the installation of all or a portion of the required public improvements would endanger the public welfare by reason thereof;
2. Where the city engineer determines that it would be in the best interests of the city to cause all or a portion of the required work to be done as part of an area project rather than on an individual basis;
3. Where the public works director finds and determines that the requirements, as applied to an individual property, by reason of an exceptional or extraordinary situation or condition of the property, or the location thereof, or of the use or development of property in the immediate vicinity of the property, will involve practical difficulties or would cause undue hardship, unnecessary to carry out the purposes and spirit of this chapter.

B. The variance shall not be granted nor become effective unless and until a recordable deferred frontage improvement agreement between the property owner and the city is properly executed, agreeing that the property owner will undertake the construction of the required improvements including underground utilities. Underground utilities shall include the undergrounding of existing and new electrical distribution (34.5 kVA and under), cable, phone and any other overhead line for both sides of the street within the frontage of the project. The project shall be responsible for fifty percent (50%) of the cost of the undergrounding the utilities. Such agreement will specify a sum to be expended for improvements in an amount set by the public works director, equal to one hundred twenty percent (120%) if his or her estimate of the cost of such improvements, plus adjustments by the Engineering Construction Cost Index, as published by the Engineering News Record. Such agreement shall be in a form as approved by the city attorney and as accepted on behalf of the city by the public works director or his or her authorized deputy, and when recorded, shall constitute a lien upon the property. The agreement shall be performed and complied with upon demand of the public works director after a finding by city council that one or more of the conditions listed below is applicable:

1. A satisfactory drainage system exists, with direct benefit to such lot, which will accommodate surface storm water to the established community standard;
2. The public-maintained thoroughfare abutting the lot is to be or has been reconstructed to a satisfactory grade;
3. Fifty percent (50%) percent of the frontage of a particular block on the side of the street on which the lot is located has curbs, gutters, sidewalk and matching pavement installed or the owners of such percentage of frontage have agreed to install such improvements by agreements executed pursuant to the provisions of this chapter. For purposes hereof, a block shall be the distance on one side of a street between two intersecting streets as shown on the recorded subdivision map, or one thousand (1,000) feet, whichever is less. The public works director shall establish the limits of the one thousand (1,000) feet for the purpose of determining that fifty percent (50%) of frontage is or will be improved. In the case of a cul-de-sac or a dead-end street, a block shall mean the distance along one side of the street for not more than one thousand (1,000) feet as determined by the public works director;

4. That special circumstances exist which justify requiring immediate construction of street improvements. (Prior code § 97.73)

[...]

12.12.060 Improvements to existing buildings.

Except as may be otherwise provided in this chapter or by any other applicable law, the improvement of any existing building or construction of any new building which does not increase the total floor area of such building on the site to an extent of twenty-five percent (25%) or more within any five-year period shall be excepted from application of the provisions of this chapter. However, any person constructing, adding to, or arranging for the construction of, or addition to any off-street parking facilities, or any building, resulting in an area increase thereto of twenty-five percent (25%) or more, or increase in value of any building in excess of twenty-five percent (25%) thereof, within the five-year period, shall also provide for the construction of curbs, gutters, sidewalks, storm drain facilities, street lights, underground utilities, and street paving to the sound structural section of the existing street pavement, unless such improvements constructed in accordance with the standards already exist. Underground utilities shall include the undergrounding of existing and new electrical distribution (34.5 kVA and under), cable, phone and any other overhead line for both sides of the street within the frontage of the project. The project shall be responsible for fifty percent (50%) of the cost of the undergrounding the utilities. For purposes of this section, the value of a building shall be deemed to be the current appraised market value thereof as determined by the county assessor in determining the assessed value for tax purposes. (Prior code § 97.75)

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 20-7**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP RECOMMENDING CITY COUNCIL ADOPT VARIOUS AMENDMENTS TO THE LATHROP MUNICIPAL CODE TO MODERNIZE, SIMPLIFY, AND STREAMLINE VARIOUS SECTIONS OF TITLE 17, ZONING CODE, TITLE 8, HEALTH AND SAFETY, TITLE 10, VEHICLES AND TRAFFIC, AND TITLE 12, STREETS, SIDEWALKS AND PUBLIC PLACES (TA-20-71)

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public meeting to consider the text amendment pursuant to the Lathrop Municipal Code; and

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

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

WHEREAS, the proposed text amendment is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061 by the "Common Sense Exemption" 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 Planning Commission finds that the proposed text amendment is consistent with applicable provisions of the Lathrop General Plan and will implement the City's Economic Development goals by providing streamline procedures, minor clarifications and incorporate updated policies; and

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

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission 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 recommend the City Council adopt Municipal Code Text Amendment No. TA-20-71 as shown in Attachments B through N, incorporated by reference herein.

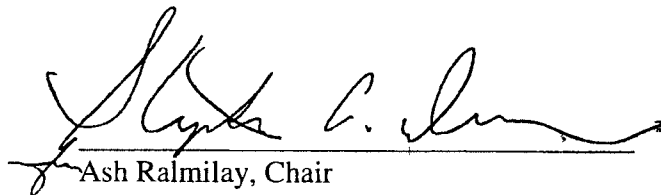
PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a regular meeting on the 15th day of July, 2020 by the following vote:

AYES:

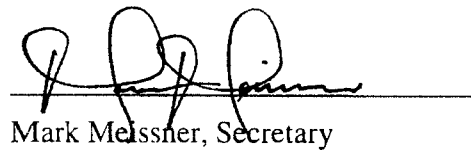
NOES:

ABSTAIN:

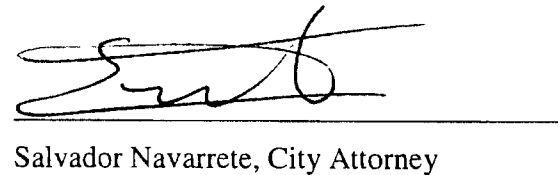
ABSENT:


Ash Ralmilay, Chair

ATTEST:


Mark Meissner, Secretary

APPROVED AS TO FORM:


Salvador Navarrete, City Attorney