SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

2800 W. March Lane, Suite 200 | Stockton, CA 95219 | (209) 299-4200 |www.sjafca.org

BOARD OF DIRECTORS

City of Stockton Michael Blower, Vice-Chair Brando Villapudua Alt. Mariela Ponce	**Public Member** Steve DeBrum	**San Joaquin County/SJCFCWCD*** Paul Canepa, Chair Mario Gardea* Alt. Robert Rickman
City of Manteca Gary Singh Charlie Halford Alt. Mike Morowit	**Executive Director** Darren Suen, PE	**City of Lathrop** Diane Lazard Steve Dresser Alt. Jennifer Torres-O'Callaghan
*San Joaquin County Flood Control and Water Conservation District		

BOARD MEETING

San Joaquin County Administration Building
Room 146
44 N. San Joaquin St, Stockton, CA
THURSDAY, JANUARY 22, 2026, 2:00 P.M.

To participate in this meeting, Board Members must be in-person unless statutory exceptions exist.

ZOOM LINK Option:
https://us06web.zoom.us/j/7757702577?pwd=xUcqarZx8eEpJ6NqjdUuaEabuA6MSb.1&omn=84528916669

Meeting ID: 775 770 2577
Passcode: 1T7Qnv

All callers will be muted by the moderator. Any member of the public on the teleconference may speak during Public Comment once unmuted or you may email public comments to admin@SJAFCA.org. Two minutes will be given to each member of the public. You may also submit your public comments in writing up to 24 hours in advance of the meeting.

1. **CALL TO ORDER / ROLL CALL**

2. **PLEDGE TO FLAG**

3. **ELECTION OF OFFICERS**

   3.1) Elect a Chair & Vice-Chair for the San Joaquin Area Flood Control Agency Board of Directors for 2026

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

4. PUBLIC COMMENTS

5. CONSENT ITEMS

5.1) Approve Minutes from November 13, 2025, Board Meeting

5.2) Receive Semi-Annual Report of Master Services Agreements issued under delegated authority for Fiscal Year 2025-2026

6. NEW BUSINESS

6.1) Adopt a Resolution to accept Independent Auditor's Report and Financial Statements for the Fiscal Year ending June 30, 2025

6.2) Receive information on mid-year review of Fiscal Year 2025-2026 Budget of the San Joaquin Area Flood Control Agency

6.3) Approve the purchase of Real Property and authorize the Executive Director to execute a purchase and sale agreement between the Agency and City of Stockton for portion of San Joaquin County Assessor Parcel Number 071-140-170

6.4) Issuance of the Mossdale Tract Program 2025 Annual Adequate Progress Report

7. BRIEFINGS

8. EXECUTIVE DIRECTOR REPORT

9. COUNSEL REPORT

10. BOARD COMMENTS

11. CLOSED SESSION

12. ADJOURNMENT

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability related modifications or accommodations to participate in this meeting, please contact the Board's office at (209) 299-4200. Requests must be made one full business day before the start of the meeting.

Agenda Item 3.1

January 22, 2026

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Darren Suen PE, Executive Director

SUBJECT: **ELECTION OF A NEW CHAIR AND VICE-CHAIR FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY BOARD OF DIRECTORS FOR 2026**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency (SJAFCA) adopt a resolution to elect a new Chair and Vice-Chair for 2026.

DISCUSSION

Background

On November 16, 2017, per SJAFCA Resolution No. 17-20, the Board approved SJAFCA's amended and restated Joint Exercise of Powers Agreement (JEPA) to include the following member agencies: City of Stockton, County of San Joaquin, San Joaquin County Flood Control and Water Conservation District, City of Lathrop, and City of Manteca.

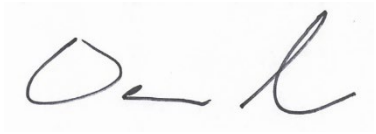
The amended and restated JEPA states that leadership of the Board should rotate on an annual basis, with the Chair position being held by the County, then Stockton, then Lathrop, then Manteca, with the rotation then repeated.

Present Situation

It is recommended that the 2026 Chair be a representative from the City of Stockton to serve for one year in accordance with the Agency's JEPA. The members of the Board are requested to nominate and vote for members to serve as 2026 Chair and Vice Chair, respectively.

The positions of the 2026 Chair and Vice-Chair will become effective immediately after the Board takes action.

PREPARED BY: Leanne Randall



APPROVED:
DARREN SUEN
EXECUTIVE DIRECTOR

ATTACHMENTS:
1. Historical Listing of Chair and Vice-Chair Appointments
2. Resolution 26-01

HISTORICAL LISTING

San Joaquin Area **FLOOD CONTROL** Agency

CHAIR ELECTIONS

Year	Title	Name	Took Office	County/City	Resolution
1995	Chair	Floyd Weaver	May 25, 1995		95-01
1996	Chair	Floyd Weaver	August 7, 1996		96-21
1997	Chair	George Barber	February 5, 1997		97-01
1998	Chair	Duane Isetti	February 4, 1998		98-04
1999	Chair	Edward A. Simas	March 1, 1999		99-01
2000	Chair	Larry Ruhstaller	March 1, 2000	Stockton	00-01
2001	Chair	Victor Mow	March 1, 2001	SJ County	01-03
2002	Chair	Larry Ruhstaller	March 1, 2002	Stockton	02-01
2003	Chair	Jack Sieglock	March 1, 2003	SJ County	03-01
2004	Chair	Gary Giovanetti	March 1, 2004	Stockton	04-01
2005	Chair	Victor Mow	March 1, 2005	SJ County	05-05
2006	Chair	Clem Lee	March 1, 2006	Stockton	06-01
2007	Chair	Victor Mow	March 1, 2007	SJ County	07-01
2008	Chair	Steve J. Bestolarides	March 1, 2008	Stockton	08-01
2009	Chair	Frank L. Ruhstaller	March 1, 2009	SJ County	09-02
2010	Chair	Diana Lowery	January 20, 2010	Stockton	10-01
2011	Chair	Steve J. Bestolarides	January 26, 2011	SJ County	11-01
2012	Chair	Dale Fritchen	February 1, 2012	Stockton	12-01
2013	Chair	Frank L. Ruhstaller	January 30, 2013	SJ County	13-01
2014	Chair	Katherine M. Miller	January 29, 2014	Stockton	14-01
2015	Chair	Katherine M. Miller	February 25, 2015	SJ County	15-01
2016	Chair	Elbert Holman	January 21, 2016	Stockton	16-01
2017	Chair	Katherine M. Miller	February 2, 2017	SJ County	17-01
2018	Chair	Katherine M. Miller	February 26, 2018	SJ County	18-01
2019	Chair	Jesús M. Andrade	February 7, 2019	Stockton	19-01
2020	Chair	Gary Singh	January 16, 2020	Manteca	20-01
2021	Chair	Chuck Winn	January 28, 2021	SJ County	21-02
2022	Chair	Dan Wright	January 27, 2022	Stockton	22-01
2023	Chair	Gary Singh	January 26, 2023	Manteca	23-01
2024	Chair	Paul Akinjo	January 18, 2024	Lathrop	24-01
2025	Chair	Paul Canepa	January 30, 2025	SJ County	25-01

ATTACHMENT 1

HISTORICAL LISTING

San Joaquin Area **FLOOD CONTROL** Agency

VICE-CHAIR ELECTIONS

Year	Title	Name	Took Office	County/City	Resolution
1995	Vice-Chair	George Barber	May 25, 1995		95-01
1996	Vice-Chair	George Barber	August 7, 1996		96-21
1997	Vice-Chair	Duane Isetti	February 5, 1997		97-01
1998	Vice-Chair	Edward A. Simas	February 4, 1998		98-04
1999	Vice-Chair	Larry Ruhstaller	March 1, 1999		99-01
2000	Vice-Chair	Jack Sieglock	March 1, 2000	SJ County	00-01
2001	Vice-Chair	Richard F. Nickerson, M.D.	March 1, 2001	Stockton	01-03
2002	Vice-Chair	Jack Sieglock	March 1, 2002	SJ County	02-01
2003	Vice-Chair	Gary Giovanetti	March 1, 2003	Stockton	03-01
2004	Vice-Chair	Victor Mow	March 1, 2004	SJ County	04-01
2005	Vice-Chair	Clem Lee	March 1, 2005	Stockton	05-05
2006	Vice-Chair	Victor Mow	March 1, 2006	SJ County	06-01
2007	Vice-Chair	Steve Bestolarides	March 1, 2007	Stockton	07-01
2008	Vice-Chair	Larry Ruhstaller	March 1, 2008	SJ County	08-01
2009	Vice-Chair	Diana Lowery	March 1, 2009	Stockton	09-02
2010	Vice-Chair	Steve Bestolarides	January 20, 2010	SJ County	10-01
2011	Vice-Chair	Dale Fritchen	January 26, 2011	Stockton	11-01
2012	Vice-Chair	Ken Vogel	February 1, 2012	SJ County	12-01
2013	Vice-Chair	Katherine M. Miller	January 30, 2013	Stockton	13-01
2014	Vice-Chair	Steve Bestolarides	January 29, 2014	SJ County	14-01
2015	Vice-Chair	Elbert Holman	February 25, 2015	Stockton	15-01
2016	Vice-Chair	Carlos Villapudua	January 21, 2016	SJ County	16-01
2017	Vice-Chair	Jesús M. Andrade	February 2, 2017	Stockton	17-01
2018	Vice-Chair	Jesús M. Andrade	February 26, 2018	Stockton	18-01
2019	Vice-Chair	Gary Singh	February 7, 2019	Manteca	19-01
2020	Vice-Chair	Chuck Winn	January 16, 2020	SJ County	20-01
2021	Vice-Chair	Dan Wright	January 28, 2021	Stockton	21-02
2022	Vice-Chair	Gary Singh	January 27, 2022	Manteca	22-01
2023	Vice-Chair	Paul Akinjo	January 26, 2023	Lathrop	23-01
2024	Vice-Chair	Paul Canepa	January 18, 2024	SJ County	24-01
2025	Vice-Chair	Michael Blower	January 30, 2025	Stockton	25-01

ATTACHMENT 2

RESOLUTION NO. SJAFCA 26-01

S A N J O A Q U I N A R E A
F L O O D C O N T R O L A G E N C Y

==========

RESOLUTION ELECTING A CHAIR AND VICE-CHAIR FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY BOARD OF DIRECTORS

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

1. The Chair and the Vice-Chair are elected at the first scheduled Board meeting of the year. The Chair is elected based upon the rotation schedule (San Joaquin County, Stockton, Lathrop, Manteca, then repeat) in accordance with the Agency's Amended and Restated Joint Exercise of Powers Agreement. The Vice-Chair is elected among its members. There is no specified rotation schedule.

2. The Chair and the Vice-Chair will hold office for one year.

3. The following persons are hereby elected:

_____ CHAIR

_____ VICE-CHAIR

PASSED, APPROVED AND ADOPTED this 22nd day of January 2026

_____
, Chair
Of the San Joaquin Area
Flood Control Agency

ATTEST:

_____
DARREN SUEN, PE, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:

_____
SCOTT L. SHAPIRO, Legal Counsel
For the San Joaquin Area
Flood Control Agency

DRAFT

Agenda Item 5.1

MINUTES
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
BOARD MEETING OF NOVEMBER 13, 2025

STOCKTON, CALIFORNIA

1. CALL TO ORDER / ROLL CALL 1:02 PM

Present:	Absent:
Director Blower	Director DeBrum
Director Canepa	Director Lazard
Director Dresser	
Director Gardea	
Director Halford	
Director Singh	
Director Villapudua	

2. PLEDGE TO FLAG 1:03 PM

3. PUBLIC COMMENTS 1:04 PM

Deby Provost, RD 828 President, joined via Zoom and voiced her concerns publicly. Dominick Gulli provided comments verbally and in writing.

4. CONSENT ITEMS 1:18 PM

4.1) Approve Minutes from September 11, 2025, Board Meeting
4.2) 2026 Board Meeting Schedule
4.3) Standard Policy for Adjustments to Pre-Qualified List and Master Services Agreement
4.4) Execute a Joint Exercise of Powers Agreement to join the Special District Risk Management Authority (SDRMA) and participate in Property/Liability and Workers' Compensation Programs

Public Comments: Dominick Gulli provided comments.

Motion:	To approve Consent Items 4.1, 4.2, 4.3, 4.4
Moved by:	Director Gardea, Seconded by Director Villapudua
Vote:	Motion carried 7-0
Yes:	Director Blower, Director Canepa, Director Dresser, Director Gardea, Director Halford, Director Singh, Director Villapudua
Absent:	Director DeBrum, Director Lazard

5. NEW BUSINESS 1:23 PM

5.1) Adoption of an Interim Operations Agreement between the San Joaquin Area Flood Control Agency and the San Joaquin County Flood Control & Water Conservation District for the Smith Canal Gate project improvements.

Public Comments: Dominick Gulli provided comments.

Motion:	To adopt an Interim Operations Agreement between the San Joaquin Area Flood Control Agency and the San Joaquin County Flood Control & Water Conservation District for the Smith Canal Gate project improvements.
Moved by:	Director Halford, Seconded by Director Blower
Vote:	Motion carried 7-0
Yes:	Director Blower, Director Canepa, Director Dresser, Director Gardea, Director Halford, Director Singh, Director Villapudua
Absent:	Director DeBrum, Director Lazard

6. BRIEFINGS 1:38 PM

6.1) Paradise Cut Bypass Expansion and Multi-Benefit Project Feasibility Study Update

Public Comments: Dominick Gulli provided comments.

6.2) Mossdale Tract Program Update

Public Comments: Dominick Gulli provided comments.

6.3) 2025 Year in Review

Public Comments: None.

7. EXECUTIVE DIRECTOR REPORT 2:35 PM

1. The Upper Calaveras reimbursement PPA, is with the Assistant Secretary of the Army's office waiting for signature.
2. Risk Cadre with the US Army Corps of Engineers is completing a risk assessment on the Smith Canal project, post construction, to determine outstanding risk.
3. There will be no Board Meeting in December.
4. The Energy & Water appropriations bill should be coming out soon. We do have funds to continue Phase 1 work for now, and UFRR work proceeding on the Mossdale Tract.
5. FEMA Map Revision will go into effect February 9 absent creditable protest.

Public Comments: None

8. COUNSEL REPORT 2:38 PM

Counsel encourages Board Members to request informational briefings as they are valuable for them and for the Public.

9. BOARD COMMENTS 2:39 PM

Director Villapudua, Director Gardea, Vice-Chair Blower, and Chair Canepa provided comments.

Our next SJAFCA Board Meeting will be Thursday, January 22, 2026 at 2pm.

10. CLOSED SESSION 2:45 PM

10.1) Significant exposure to litigation pursuant to 54956.9(d)(4): One Case
10.2) Anticipated Litigation Pursuant to Government Code Section 54956.9(d)(2): One Case (Shimmick Construction Company, Inc)

Public Comments: Dominick Gulli provided comments.

Returned from Closed Session at 3:05pm.

REPORT OUT: **3:05 PM**

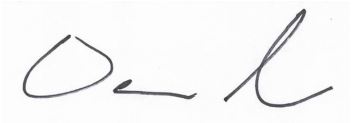
10.1) No report.

10.2) The Board voted to reject the claim by Shimmick Construction Company and will be sending a notice to Shimmick accordingly.

11. ADJOURNMENT 3:05 PM

The meeting adjourned at 3:05 pm. The next upcoming Board Meeting will be held January 22, 2026, at 2pm.

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Board's office at (209) 299-4200. Requests must be made one full business day before the start of the meeting.



DARREN SUEN
EXECUTIVE DIRECTOR
SAN JOAQUIN AREA FLOOD CONTROL AGENCY

November 13, 2025, SJAFCA Meeting Minutes

Agenda Item 5.2

January 22, 2026

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Sylvia Razniak, Director of Finance and Human Resources

SUBJECT: **Semi-annual Report on Master Services Agreements Issued Under Delegated Authority for Fiscal Year 2025-2026 covering period 07/01/2025 to 12/31/2025**

BACKGROUND:

On August 15, 2024, the Board of Directors authorized staff to negotiate and execute various Master Services Agreements to support implementation of SJAFCA's projects and programs. In furtherance of that authorization and delegation of authority, the Board directed staff to provide semi-annual updates of all contracts awarded throughout the fiscal year. This report includes the original MSA not-to-exceed amount, the issued Task Orders under the MSA, along with a description of the services provided, amount billed to date $973,095.34, and remaining budget $7,538,857,91

RECOMMENDATION:

Receive semi-annual report on utilization of various Master Services Agreements (MSA) executed to support implementation San Joaquin Area Flood Control Agency's (SJAFCA's) projects and programs.

Fiscal Impact

This is an informational item only. There is no net budgetary impact from the Board's approval of staff's recommendation.

CEQA

The recommended action does not constitute a project the CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment, or a foreseeable indirect physical change in the environment. The approval of this agenda item does not commit SJAFCA to a definite course of action regarding a project and any subsequent acquisition will be assessed for environmental impacts at the time it is consummated.

Prepared by: Sylvia Razniak

APPROVED BY:



DARREN SUEN, PE
EXECUTIVE DIRECTOR

Attachment:
1. FY 25-26 Semi-Annual Report of Master Services Agreements

Semi-Annual Report on Master Services Agreements
7/1/2025 - 12/31/2025

Attachment 1

Consultant	Services provided	Annual Budget Amount	Allocated From Task Orders	Final FY 24/25 Billing	Mid-Year FY 25/26 Billed to Date 12/31/2025	Remaining 25/26 Amount to bill
Associated Right of Way Services	Real Estate	$ 500,000.00	$ -	$ -	$ -	$ -
Blackburn	Geology and Geotechnical	$ 500,000.00	$ 265,191.00	$ 210,931.13	$ 39,428.50	$ 225,762.50
BRI	Real Estate	$ 500,000.00	$ 255,509.00	$ -	$ 3,702.50	$ 251,806.50
CBEC Eco Engineering	Surveying	$ 250,000.00	$ -	$ -	$ -	$ -
Cinquini & Passarino Inc	Surveying	$ 100,000.00	$ -	$ -	$ -	$ -
Concero Solutions	Program Management and Organizational Planning	$ 250,000.00	$ 73,000.00	$ -	$ 64,401.62	$ 8,598.38
Domenichelli	Hydrology	$ 250,000.00	$ -	$ -	$ -	$ -
Environment Science Association	Environmental Planning and Permitting	$ 2,000,000.00	$ 271,942.00	$ 97,878.86	$ 33,688.10	$ 238,253.90
ENGEO	Geology	$ 500,000.00	$ 113,300.00	$ 61,591.31	$ 37,698.56	$ 75,601.44
GEI Consultants	Civil Engineering, Geology, Hydrology	$ 2,000,000.00	$ 305,136.00	$ 27,247.50	$ 14,536.00	$ 290,600.00
GME	Civil Engineering and Surveying	$ 100,000.00	$ -	$ -	$ -	$ -
Haley Aldrich	Civil Engineering and Geology	$ 100,000.00	$ -	$ -	$ -	$ -
HDR Engineering	Civil Engineering, Geology, Hydrology	$ 2,000,000.00	$ 55,626.00	$ -	$ -	$ 55,626.00
Interwest Consulting Group Inc.	Real Estate	$ 500,000.00	$ -	$ -	$ -	$ -
Kjeldsen, Sinnock & Neudeck Inc.	Civil Engineering, Geology, Hydrology, Surveying, Real Estate, PM	$ 2,000,000.00	$ 2,894,070.25	$ 199,707.10	$ 139,821.82	$ 2,754,248.43
Kleinfelder	Geology	$ 500,000.00	$ 85,100.00	$ -	$ -	$ 85,100.00
LWA	Financial Planning and PM	$ 2,000,000.00	$ 2,084,962.00	$ 892,540.10	$ 546,089.66	$ 1,538,872.34
Mark Thomas	Surveying	$ 250,000.00	$ 666,581.00	$ 193,418.15	$ 147,456.16	$ 519,124.84
MBK	Hydrology, PM, and Facilitation	$ 1,000,000.00	$ 149,480.00	$ -	$ -	$ 149,480.00
Mead & Hunt	Civil Engineering and Geology	$ 500,000.00	$ -	$ -	$ -	$ -
MGE	Civil Engineering	$ 500,000.00	$ -	$ -	$ -	$ -
Monument ROW	Real Estate	$ 500,000.00	$ -	$ -	$ -	$ -
NHC	Flood Risk Assessment, Civil Engineering, Hydrology	$ 100,000.00	$ 34,840.00	$ 15,600.00	$ 4,810.00	$ 30,030.00
PBI	Civil Engineering	$ 100,000.00	$ -	$ -	$ -	$ -
PSOMAS	Surveying	$ 250,000.00	$ -	$ -	$ -	$ -
R&F Engineering Inc.	Civil Engineering, Hydrology, PM, Planning	$ 1,000,000.00	$ 1,349,066.00	$ 498,427.26	$ 129,745.88	$ 1,219,320.12
Redefined Horizons	Surveying	$ 100,000.00	$ -	$ -	$ -	$ -
River Partners	Environmental, Permitting, PM, Facilitation and Organizational Planning	$ 250,000.00	$ -	$ -	$ -	$ -
Shannon & Wilson	Geology	$ 100,000.00	$ -	$ -	$ -	$ -
Tetra Tech	Civil Engineering, Geology, Hydrology, PM	$ 500,000.00	$ -	$ -	$ -	$ -
Wood Rodgers	Civil Engineering, Geology, Hydrology, Surveying, Real Estate, Environmental	$ 1,000,000.00	$ -	$ -	$ -	$ -
Woodward & Curran	PM and Organizational Planning	$ 500,000.00	$ -	$ -	$ -	$ -
	Totals:	**$ 20,700,000.00**	**$ 8,603,803.25**	**$ 2,197,341.41**	**$ 1,161,378.80**	**$ 7,442,424.45**

Additional Master Agreements	Services provided	Agreement Amount	Allocated From Task Orders	Expended	Remaining Amount
Condor Earth	Environmental Planning	$ 100,000.00	$ 85,000.00	$ 32,580.10	$ 52,419.90
Kim Floyd	Public Out Reach	$ 100,000.00	$ 100,000.00	$ 55,304.50	$ 44,695.50
River Delta	Technical Review and Support	$ 100,000.00	$ 25,000.00	$ 13,464.00	$ 11,536.00
WSP	Construction Management and Inspection	$ 2,000,000.00	$ 306,743.00	$ 2,378.80	$ 304,364.20
Wood Rogers	Project Coordination and Adminstration	$ 3,500,000.00	$ 2,579,823.00	$ 2,091,862.12	$ 487,960.88

Previous Standing Consultant Agreement	Services provided	Agreement Amount	Expended	Remaining Amount
Clean Lakes	Environmental Planning	$ 53,635.97	$ -	$ 53,635.97
Handen	Construction Management and Inspection	$ 100,000.00	$ -	$ 100,000.00

Agenda Item 6.1

January 22, 2026

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Darren Suen, Executive Director

SUBJECT: **INDEPENDENT AUDITOR'S REPORT AND FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDING JUNE 30, 2025**

RECOMMENDATION

Staff recommends the Board of Directors of the San Joaquin Area Flood Control Agency (Agency) adopt a resolution accepting the Independent Auditor's Report and Financial Statements for the fiscal year ending June 30, 2025.

DISCUSSION

Background

Each year an independent audit of SJAFCA's financial records is performed by a Certified Public Accounting firm. The agency received an unmodified audit opinion, also known as a "clean" opinion.

Agency audit results are presented to the Board of Directors, and a copy of the audit report is available on the Agency's web site following Board of Directors Approval.

Present Situation

The independent audit firm of Schwartz, Giannini, Lantsberger and Adamson Accountancy Corporation completed its review of the Agency's financial statements for the fiscal year ended June 30, 2025, and issued an unmodified or "clean" audit opinion. There were no material weaknesses and no significant deficiencies to report.

The audit was conducted in accordance with generally accepted accounting principles in the United States of America (GAAP) and the standards for financial audits contained in Government Auditing Standards issued by the Comptroller of the United States. Those standards require that the auditor plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

The opinion contained in the Independent Auditor's Report validates the fair presentation of the Agency's financial statements as of June 30, 2025 and opines that the financial statements are presented fairly in all material respects and are in conformity with GAAP.

The Audited Financial Report will be incorporated into SJACA's Continuing Disclosure report filed as part of the Agency's outstanding Assessment Bonds and posted on District's website.

Staff recommends the Board adopt a resolution accepting the Independent Auditor's Report and the Annual Financial Statements for the fiscal year ending June 30, 2025.

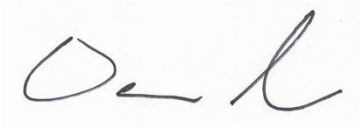
FISCAL IMPACT

This is an informational item only. There is no net budgetary impact from the Board's approval of staff's recommendation.

CEQA

The recommended action does not constitute a project the CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment, or a foreseeable indirect physical change in the environment. The approval of this agenda item does not commit SJAFCA to a definite course of action regarding a project and any subsequent acquisition will be assessed for environmental impacts at the time it is consummated.

PREPARED BY: Sylvia Razniak, Director of Finance and Human Resources



APPROVED:
DARREN SUEN
EXECUTIVE DIRECTOR

SR:ler

Attachment:
1. Annual Audited Financial Statements FY 2024-2025
2. Resolution 26-02

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

FINANCIAL STATEMENTS

JUNE 30, 2025

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INDEPENDENT AUDITOR'S REPORT

Schwartz Giannini Lantsberger & Adamson ACCOUNTANCY CORPORATION

To the Board of Directors
San Joaquin Area Flood Control Agency
Stockton, California

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the San Joaquin Area Flood Control Agency (the "Agency"), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Agency, as of June 30, 2025, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Agency and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 5, 2026, on our consideration of the Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control over financial reporting and compliance.



Stockton, California
January 5, 2026

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2025

This section of the San Joaquin Area Flood Control Agency's (the Agency) annual financial report represents a discussion and analysis of the Agency's activities and related finances during the fiscal year July 1, 2024 to June 30, 2025. It should be read in conjunction with the Agency's basic financial statements following this section.

FINANCIAL HIGHLIGHTS

Notable accomplishments that preface a discussion of the Agency's financing during the past year as the Agency advances its mission include:

- The acquisition of more than 150 acres of land across 4 different properties supporting required project mitigations for the Agency's largest project, the Lower San Joaquin River (California) Phase 1 Project (LSJRP). The LSJRP is being advanced in partnership with the United State Army Corps of Engineers (USACE) and the State of California Central Valley Flood Protection Board (CVFPB). These acquisitions will allow the project work to continue for many years. An additional property will be acquired from the City of Stockton in early 2026.

- In September 2024, the Agency entered into agreements to advance an inter-basin excess credit transfer with the USACE, the CVFPB, and the Sutter Butte Flood Control Agency. This credit transfer arrangement represents the first of its kind in the nation. The Agency will purchase excess credits from SBFCA at $0.60 for each $1 credit generating significant savings to the Agency on its cost share obligation for the LSJRP.

- A ribbon cutting for the Smith Canal Gate Project took place on October 23, 2024. This event represented the culmination of 15 years of planning, design and construction to provide up to 200-year flood protection for approximately 8,500 property owners in the Smith and Weber Tracts. Following this achievement, SJAFCA submitted a Letter of Map Revision (LOMR) to the Federal Emergency Management Agency in January 2025 to remove over 8,000 of the protected properties from the special flood hazard area, which, when final, would no longer require flood insurance for these properties. The LOMR was approved in September 2025 with a planned effective date of February 9, 2026.

- During the Fiscal Year, the Agency worked with San Joaquin County to develop an interim Operations and Maintenance agreement for the Smith Canal Gate during flood season between October and April. The Agency has begun discussions with reclamation districts to establish operations and maintenance agreements for post-construction in perpetuity.

- The Agency is progressing the Lathrop Manteca Feasibility Study with the USACE with the goal of obtaining federal funding for the Urban Flood Risk Reduction Project in Mossdale Tract Area. Utilizing the $75 million in state funding received last year, the Agency is advancing the design and environmental review to construct a portion of the project, a dry land levee south of Manteca. The Agency's Regional Levee Development Impact Fee, Overlay Assessment District (OAD), and an Enhanced Infrastructure Finance District (EIFD) were established to provide local funding for this effort. The OAD and EIFD would enable future bond issuance or the Corp Water Infrastructure Financing Program (CWIFP), a federal loan program for levees when appropriate.

OVERVIEW OF THE FINANCIAL STATEMENTS

The Agency's basic financial statements include: 1) Government-Wide Financial Statements, 2) Fund Financial Statements, and 3) Notes to Basic Financial Statements. Required Supplementary Information is included in addition to the basic financial statements.

Government-Wide Financial Statements: provide an overview of the Agency's financial position. Refer to Note 2 (Notes to Basic Financial Statements) for further information on significant accounting policies. The Statement of Net Position presents information on all the Agency's assets and liabilities with the difference between the two reported as net position. The Statement of Activities presents information showing how net position changed during the most recent fiscal year.

The Agency's assets are distributed among different fund types. The Agency's assets are capital assets acquired or constructed as part of flood risk reduction improvements. The Agency's noncapital assets are cash and cash equivalents. The County of San Joaquin (the County) maintains the cash pools for the Agency and serves as its Treasurer. Historically, the Agency's assets were mostly derived from the original assessment and the proceeds of the bonds issued in 1996, and interest income on the balances from these assets. Other sources of funds included Flood Control Equalization Fees, which were collected for the Agency by the County and the City of Stockton when building permits were issued to new development within the Agency's original assessment district boundaries and did not include Lathrop and Manteca.

As part of the Stockton Metropolitan watershed, the Agency acquired the rights-of-way needed for the project from property owners and these are classified under assets as land. In 2003, the Agency transferred to the State of California all real property associated with the project. However, the Central Valley Flood Protection Board (formerly the State of California Reclamation Board) has not accepted the federally authorized project alluding i) the project was not authorized by the State legislature, and ii) the need for more formal indemnification assurance. When the Central Valley Flood Protection Board agrees to designate the project as part of the State Plan of Flood Control, the Agency will no longer carry these assets.

Fund Financial Statements: are groupings of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. The Agency, like other State and local governmental agencies, uses fund accounting, each fund having its own self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. The Agency funds are divided into three categories: General Fund, Special Revenue Fund, and Capital Project Funds.

The General Fund accounts for funds loaned to the Agency in 1995 by the City of Stockton and the county for the initial funding of the project activities, as well as federal reimbursement for the flood project completed in 1998. The City of Stockton and County loans were paid, and, after the bond money was received, additional funds were created.

The Special Revenue Funds account for assessment district proceeds for maintenance and operations (M&O) of flood control structures for the Flood Protection Restoration Assessment District, and the local cost for design, construction, and maintenance of flood control improvements for the Smith Canal Area Assessment District. Assessments are collected as a line item in property tax bills and are deposited into a fund solely designated for the purpose of the assessment district. Other proceeds are collected through special fees or loan agreements and their use is restricted for the Mossdale Tract Area to achieve compliance with Senate Bill 5.

The Capital Project Funds support the Agency's capital programs and operating costs. Resources are from the original assessments, Flood Control Equalization Fees, proceeds from the initial FPRP bond issue and interest income. Both Federal and State reimbursements are included in these funds.

Notes to Basic Financial Statements: provided additional information essential to a full understanding of the data provided in the government-wide and fund financial statements.

Required Supplementary Information: In addition to the basic financial statements and accompanying notes, this report presents certain *required supplementary information.* This information includes a budgetary comparison schedule for the Agency's governmental funds.

GOVERNMENT-WIDE FINANCIAL STATEMENTS ANALYSIS

The Agency applies Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements- and Management's Discussion and Analysis-for State and Local Governments.* As noted earlier, net position provides an overview of the Agency's financial position.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2025

The following table shows that the Agency's assets exceed liabilities by $38,021,558 ($67,843,938 - $29,822,380) as of June 30, 2025, and net position increased by $2,820,131 ($38,021,558 - $35,201,427) compared with the prior year:

STATEMENTS OF NET POSITION

	2025	2024
ASSETS		
Current assets	$ 34,904,515	$ 41,304,051
Non-current assets	418,685	-
Capital assets	32,520,738	33,035,262
TOTAL ASSETS	67,843,938	74,339,313
LIABILITIES		
Current liabilities	2,335,405	11,888,421
Noncurrent liabilities	27,486,975	27,249,465
TOTAL LIABILITIES	29,822,380	39,137,886
NET POSITION		
Net investment in capital assets	4,942,233	5,248,149
Restricted for maintenance and operations	7,394,310	6,626,380
Unrestricted	25,685,015	23,326,898
TOTAL NET POSITION	$ 38,021,558	$ 35,201,427

The Agency's capital net position for the year ended June 30, 2025: Land and Easements of $10,031,153, vehicle of $42,107 and Flood Control Infrastructure (net of depreciation) of $22,447,478, totaling $32,520,738, represent approximately 48% of the Agency's total assets (see Capital Assets table on page 27). These capital assets are the flood control improvements constructed by the Agency and are considered assets belonging temporarily to the Agency.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2025

The following table identifies the changes in net position for the years ended June 30, 2025 and 2024:

STATEMENTS OF ACTIVITIES

	2025	2024
REVENUES		
Assessments	$ 11,045,356	$ 8,589,311
Aid from other government agencies	4,824,253	19,639,518
Investment earnings, net	1,536,064	1,497,240
Total revenue	17,405,673	29,726,069
EXPENSES		
Operation and maintenance	10,918,502	31,056,886
Agency management	2,382,237	2,406,433
Interest and other charges	1,284,803	1,217,273
Total expenses	14,585,542	34,680,592
Change in net position	2,820,131	(4,954,523)
NET POSITION		
Net position, beginning of year	35,201,427	40,155,950
Net position, end of year	$ 38,021,558	$ 35,201,427

The Agency receives revenues from sources which include three assessment districts, interest and investment income, and project reimbursements from the State and the Federal government. Other sources of revenue are received through partnership agreements with member and partner local government agencies to help fund flood studies or related flood control activities approved by the Board of Directors. The collection of M&O assessments can only be used to maintain and operate the FPRP flood control structures.

Revenues decreased from $29,726,069 in fiscal year 2024 to $17,405,673 in fiscal year 2025. Expenses decreased from $34,680,592 in fiscal year 2024 to $14,585,542 in fiscal year 2025. The decreases in both revenues and expenses are associated with program activities and completion of construction on the Smith Canal Gate in Fiscal Year 2024.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2025

FINANCIAL ANALYSIS OF AGENCY FUNDS

The General Fund: accounts for those funds used to operate the Agency. These funds include funds loaned to the Agency in 1995 by the City of Stockton and the County for the initial funding of the FPRP activities, and the 2019 federal reimbursement received from the U.S. Army Corps of Engineers as well as an allocation of funds from the Levee Construction and Maintenance Assessment to support Agency activities that benefit Zone 9. The City of Stockton and County loans have since been paid. The Agency General Fund is used to offset operating costs that are not allocated to projects.

Special Revenue Funds:

Maintenance & Operations

M&O assessments are collected annually through property taxes and are deposited in the Maintenance and Operations Fund. These monies are limited to M&O of the flood control structures built by the Agency. The annual budget for M&O is prepared in coordination with the San Joaquin County Public Works Department (representing the San Joaquin County Flood Control and Water Conservation District) and approved by the Agency's Board of Directors.

Levee Construction & Maintenance Assessment District

Beginning fiscal year 2024, assessments for LCMA District are collected annually through property taxes and are deposited into a separate fund for the Operations and Maintenance of Zone 9 levees as well as design, construction, and maintenance of flood control improvements for the specially benefited parcels within LCMA District. Benefiting parcels including those benefitted by the LSJRP as well as Smith Canal Gate Project which is a component of the LSJRP. Funding from assessments for fiscal year 2025 was utilized for the following:

- To provide funding directly to SJAFCA and Zone 9 of the San Joaquin Flood Control and Water Conservation District to support levee operations and maintenance, and flood control improvements within the Zone 9.
- To provide funding to SJAFCA to support the operations and maintenance of the Smith Canal Gate.
- To provide funding to SJAFCA to support the local sponsor obligations of the LSJRP.
- To pay debt service on bonds issued by SJAFCA secured by LCMA assessment revenues.
- To fund the administrative costs of the Assessment District.

Lower San Joaquin River (California) Project

Work related to advancing the LSJRP is accounted for separately in the LSJRP Project Fund. Funding for the continued advancement of the LSJRP comes from several sources, including:

- Remaining fund balances from the previous federal reimbursement.
- Grant funding from the State of California DWR as the result of an amendment to the Smith Canal Gate Project UFRR Funding Agreement in the amount of $2,501,182, specifically for the purpose of supporting the LSJRP.
- Cash advances from the State of California under the Local Project Partnership Agreement for the LSJRP.
- Revenues from the LCMA District including proceeds from the sale Assessment Revenue Bonds secured by the assessments.

Since executing the Project Partnership Agreement with USACE in September 2020, the United States Congress has appropriated approximately $152 million toward the design and construction of the LSJRP. SJAFCA's cost share obligation for the project is 10.5%, which can come in the form of credit for in-kind work, credit for land, easements, rights-of-way, relocations and disposal areas (LERRD), and cash. SJAFCA's approach to fund local share includes leveraging credit for completed Smith Canal work, applying credit transferred from the Sutter Basin Project from the SBFCA and submitting credit requests for completed in-kind work to minimize cash outlays. The project's priority remains the planned delivery of the first increment of construction at Ten Mile Slough in the Brookside neighborhood (TS_30_L) and working with USACE to advance other increments of the project, at Shima Tract, Calaveras, and San Joaquin River at Van Buskirk.

Mossdale Tract Funds (Mossdale Tract & Levee Impact Fee Funds and Mossdale OAD Fund)

To generate funding to advance projects that provide a Urban Level of Flood Protection for the Mossdale Tract Area, the Agency has approved and implemented the Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee Program (Regional Levee Fee) in coordination with its member Land Use Agencies (San Joaquin County and the Cities of Lathrop, Manteca, and Stockton). Fees are collected by SJAFCA's member Land Use Agencies and remitted to SJAFCA pursuant to a collection agreement. Activities related to the advancement of an Urban Level of Flood Control for the Mossdale Tract Area are tracked in this separate fund.

In addition, the Agency coordinated with its member Land Use Agencies to form the Mossdale Tract Enhanced Infrastructure Financing District (EIFD). Funding from this EIFD is administered by a separate entity, the Mossdale Tract Enhanced Infrastructure Financing District Public Financing Authority (PFA). The Agency and the PFA have each approved a Memorandum of Understanding whereby the PFA will provide funding for Agency approved projects as well as staff services provided by the Agency to the PFA. Funding from the PFA is tracked within the Mossdale Tract Fund.

In July 2024, the Agency formed the Mossdale Tract Overlay Assessment District (OAD). Beginning fiscal year 2025, assessments from the OAD are collected annually through property taxes and are deposited into a separate fund for the OAD to advance the design, construction, and maintenance of flood control improvements for the specially benefited parcels within the OAD.

Addition funding for Urban Level of Flood Protection improvements for the Mossdale Tract Area comes from the State through its Urban Flood Risk Reduction Grant Program. To date, the Agency and the program have received $80.0 million of funding for the study, evaluation and implementation of Urban Flood Risk Reduction improvements. Funding from the State of California Department of Water Resources, along with matching funds from the Regional Levee Fee, EIFD and OAD are currently advancing environmental review, design and right-of-way planning in support of the Mossdale Tract Area Urban Level of Flood Protection improvements.

Paradise Cut Fund

In December 2021, the Board directed and authorized staff to enter into a funding agreement with the DWR to fund the combined Paradise Cut Expansion and South Delta Restoration Project (Paradise Cut). The work would be funded by Proposition 68 under DWR's Systemwide Flood Risk Reduction program. The goal of the grant is to advance Phase 3 of the Paradise Cut Project. The scope of work entails establishment of a Technical Review Panel, Outreach and Engagement, the preparation of a Feasibility Study and the preparation of Preliminary Engineering and Landscapes Designs to facilitate the development of engineers cost estimate (10%) for the preferred alternative including landscape-scale plans for multiple-benefit ecosystem restoration in the Project footprint. Funding from the Systemwide Flood Risk Reduction Grant with DWR is tracked within the Paradise Cut Fund.

Regional Flood Management Program Fund

DWR established the Regional Flood Management Planning (RFMP) program to support periodic updates to the Central Valley Flood Protection Plan in 2012. The intent was for DWR to fund local flood management groups to prepare six Regional Flood Management Plans throughout California's Central Valley. The Agency was authorized by the local maintaining agencies in the Lower San Joaquin River and Delta South Regions (Regions) to be the to serve as the lead agency responsible for RFMP planning for these Regions. As such, SJAFCA has entered into multiple funding agreements with DWR to administer the RFMP program on behalf of the Regions. Funding and related expenses are tracked in this special project fund.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2025

INFRASTRUCTURE ASSETS

Capital Assets

The Agency's investment in capital assets as of June 30, 2025, is $32,520,738. These capital assets include land (right-of-way acquired for the project), flood control infrastructures and new vehicle purchased in 2025. The Table below shows the detail of capital assets for fiscal years ended June 30, 2025 and 2024.

CAPITAL ASSETS
(net of accumulated depreciation)

	2025	2024
Vehicle	$ 42,107	$ -
Land and easements	10,031,153	9,678,245
Infrastructure assets, net	22,447,478	23,357,017
Total	$ 32,520,738	$ 33,035,262

Total accumulated depreciation as of June 30, 2025, is $22,611,126. Therefore, the net infrastructure assets are $22,447,478 ($45,058,604 - $22,611,126). The infrastructure assets are being depreciated over an estimated useful life of 50 years.

As noted earlier, these capital assets are the flood control improvements constructed by the Agency and are considered assets belonging temporarily to the Agency. Land acquired by the Agency for the right-of-way purposes was turned over to the Central Valley Flood Projection Board; however, the Central Valley Flood Projection Board has not yet accepted the federally authorized project. Therefore, when the Central Valley Flood Projection Board agrees to designate the project as part of the State Plan of Flood Control the Agency will no longer carry these assets.

REQUEST FOR INFORMATION

This financial report is designed to provide citizens, taxpayers, customers, investors, and creditors with a general overview of the Agency's finances, and to demonstrate the Agency's accountability for the money it receives. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Agency's Executive Director, Darren Suen at 2800 West March Lane, Suite 200, Stockton, California, 95219.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

STATEMENT OF NET POSITION
JUNE 30, 2025

	Governmental Activities
ASSETS	
Current assets:	
Cash and cash equivalents	$ 32,340,328
Interest income receivable	357,247
Receivable - State of California	1,566,866
Prepaid expenses	640,074
Total current assets	34,904,515
Non-current assets:	
Operating lease right-of-use asset, net	418,685
Capital assets:	
Vehicle	42,107
Land and easements	10,031,153
Infrastructure assets, net	22,447,478
Total capital assets	32,520,738
Total assets	67,843,938
LIABILITIES AND NET POSITION	
Current liabilities:	
Accounts payable	1,373,427
Accrued payroll	136,294
Bonds payable, current maturity (Note 9)	435,000
Accrued bond interest	319,884
Operating lease liability, current portion (Note 11)	70,800
Total current liabilities	2,335,405
Noncurrent liabilities:	
Bonds payable, net of current maturity and bond discount (Note 9)	26,823,621
Member agency loans (Note 7)	310,000
Operating lease liability, net of current portion (Note 11)	353,354
Total noncurrent liabilities	27,486,975
Net position:	
Net investment in capital assets	4,942,233
Restricted for maintenance and operations	7,394,310
Unrestricted	25,685,015
Total net position	38,021,558
Total liabilities and net position	$ 67,843,938

See accompanying notes to basic financial statements.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2025

Functions / Programs	Program Expenses	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue
Governmental activities:				
Operations and maintenance	$ 10,918,502	$ 4,824,253	$ -	$ (6,094,249)
Agency management	2,382,237	-	-	(2,382,237)
Interest and other charges	1,284,803	-	-	(1,284,803)
Total governmental activities	$ 14,585,542	$ 4,824,253	$ -	$ (9,761,289)
General revenues:				
Assessments				$ 11,045,356
Investment earnings - interest				1,365,497
Investment earnings - unrealized gain				170,567
Total general revenues				12,581,420
Change in net position				2,820,131
Net position, beginning of year				35,201,427
Net position, end of year				$ 38,021,558

See accompanying notes to basic financial statements.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

GOVERNMENTAL FUNDS BALANCE SHEET
JUNE 30, 2025

	General Fund	Maintenance & Operations Fund	Smith Canal Assmt & Closure Funds	Mossdale Tract & Levee Impact Fees Funds	Lower SJ River Project Fund	Regional Flood Mgmt Program Fund	Paradise Cut Fund	LCMA District	Mossdale OAD Fund	Total Governmental Funds
ASSETS										
Cash and cash equivalents	$ 2,748,833	$7,423,834	$1,814,537	$ 7,197,118	$ 1,925,534	$ 229,607	$1,035,648	$7,832,126	$2,133,091	$ 32,340,328
Interest income receivable	21,279	81,617	24,103	78,393	26,867	2,855	16,278	84,091	21,764	357,247
Receivable - State of CA	-	-	-	918,145	-	21,098	493,246	44,476	89,901	1,566,866
Operating lease - ROU asset	20,934	41,868	20,934	146,540	138,166	8,374	41,869	-	-	418,685
TOTAL ASSETS	2,791,046	7,547,319	1,859,574	8,340,196	2,090,567	261,934	1,587,041	7,960,693	2,244,756	34,683,126
LIABILITIES										
Accounts payable	337	96,128	147,037	547,666	329,293	4,574	186,311	62,081	-	1,373,427
Accrued payroll	-	14,466	15,178	49,497	43,822	3,574	9,757	-	-	136,294
Member agency loans	-	-	-	310,000	-	-	-	-	-	310,000
Operating lease liability	21,208	42,415	21,208	148,454	139,971	8,483	42,415	-	-	424,154
Total liabilities	21,545	153,009	183,423	1,055,617	513,086	16,631	238,483	62,081	-	2,243,875
FUND BALANCES										
Restricted	-	7,394,310	-	-	-	-	-	-	-	7,394,310
Assigned	-	-	1,676,151	7,284,579	1,577,481	245,303	1,348,558	7,898,612	2,244,756	22,275,440
Unassigned	2,769,501	-	-	-	-	-	-	-	-	2,769,501
Total fund balances	2,769,501	7,394,310	1,676,151	7,284,579	1,577,481	245,303	1,348,558	7,898,612	2,244,756	32,439,251
TOTAL LIABILITIES AND FUND BALANCES	$ 2,791,046	$7,547,319	$1,859,574	$ 8,340,196	$ 2,090,567	$ 261,934	$1,587,041	$7,960,693	$2,244,756	$ 34,683,126

See accompanying notes to basic financial statements.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE GOVERNMENT-WIDE STATEMENT OF NET POSITION
JUNE 30, 2025

Total Fund Balances - Governmental Funds		$ 32,439,251
Amounts reported for Governmental Activities in the Statement of Net Position are different from those reported in the Governmental Funds because of the following:		
Capital assets used in Governmental Activities are not current resources and, therefore, are not reported in the Governmental Funds Balance Sheet.		
Infrastructure assets, land, and easements	55,131,864	
Less: accumulated depreciation	(22,611,126)	
		32,520,738
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This is the net effect of these differences in the treatment of long-term debt and related items.		(26,938,431)
Net Position of Governmental Activities		$ 38,021,558

See accompanying notes to basic financial statements.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN GOVERNMENTAL FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2025

	General Fund	Maintenance and Operations Fund	Smith Canal Assessment & Closure Funds	Mossdale Tract & Levee Impact Fees Funds	Lower SJ River Project Fund	Regional Flood Mgmt Program Fund	Paradise Cut Fund	LCMA District	Mossdale OAD Fund	Total Governmental Funds
Revenues:										
Assessments	$ -	$ 1,141,493	$ -	$ -	$ -	$ -	$ -	$ 7,684,475	$ 2,219,388	$ 11,045,356
Investment earnings - interest	80,660	316,364	165,348	329,404	103,260	13,127	51,314	264,818	41,202	1,365,497
Investment earnings - unrealized gain	10,270	34,702	11,946	26,436	8,869	891	5,269	84,249	4,513	187,145
Other government agency aid	-	-	-	4,217,164	-	21,098	519,780	-	-	4,758,042
Miscellaneous income	60	90	150	9,303	-	30	40,000	-	-	49,633
Total revenues, net	90,990	1,492,649	177,444	4,582,307	112,129	35,146	616,363	8,033,542	2,265,103	17,405,673
Expenditures:										
Current operating:										
Maintenance and operations	52,984	589,371	2,854,215	2,488,337	1,926,306	54,233	2,136,781	301,751	-	10,403,978
Agency management	215,485	154,742	359,289	720,371	614,523	50,936	153,861	92,683	20,347	2,382,237
Debt service:										
Principal	-	-	-	-	-	-	-	215,000	-	215,000
Interest and other charges	-	-	-	-	-	-	-	1,250,003	-	1,250,003
Total expenditures	268,469	744,113	3,213,504	3,208,708	2,540,829	105,169	2,290,642	1,859,437	20,347	14,251,218
Excess (deficiency) of revenues over expenditures	(177,479)	748,536	(3,036,060)	1,373,599	(2,428,700)	(70,023)	(1,674,279)	6,174,105	2,244,756	3,154,455
Other financing sources (uses):										
Transfers in (out)	678,412	19,394	(139,679)	(2,023,126)	3,046,721	(3,509)	1,981,506	(3,559,719)	-	-
Total other financing sources (uses)	678,412	19,394	(139,679)	(2,023,126)	3,046,721	(3,509)	1,981,506	(3,559,719)	-	-
Net change in fund balances	500,933	767,930	(3,175,739)	(649,527)	618,021	(73,532)	307,227	2,614,386	2,244,756	3,154,455
Fund balances, beginning	2,268,568	6,626,380	4,851,890	7,934,106	959,460	318,835	1,041,331	5,284,226	-	29,284,796
Fund balances, ending	$ 2,769,501	$ 7,394,310	$ 1,676,151	$ 7,284,579	$1,577,481	$ 245,303	$ 1,348,558	$7,898,612	$ 2,244,756	$ 32,439,251

See accompanying notes to basic financial statements.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN GOVERNMENTAL FUND BALANCES TO THE GOVERNMENT-WIDE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2025

Net changes in Fund Balances - Governmental Funds		$ 3,154,455
Amounts reported for Governmental Activities in the Statement of Activities are different because of the following:		
When capital assets that are to be used in Governmental Activities are purchased or constructed, the resources expended for those assets are reported as expenditures in the Governmental Funds. This is the amount of capital assets additions and depreciation recorded in current year.		
Change in net capital assets	(514,524)	
		(514,524)
The issuance of long-term debt provide current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This is the net effect of these differences in the treatment of long-term debt and related items.		180,200
Changes in Net Position of Governmental Activities		$ 2,820,131

See accompanying notes to basic financial statements.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2025

NOTE 1. DESCRIPTION OF THE AGENCY

The San Joaquin Area Flood Control Agency (the Agency) is the result of a joint powers agreement (JPA) between the City of Stockton (the City), the County of San Joaquin (the County), and the San Joaquin County Flood Control and Water Conservation District (the District). The Agency was formed on May 25, 1995, for the purposes of undertaking the acquisition, construction, and/or installation of improvements to flood control channels in the City and the portion of unincorporated areas of the County adjacent thereto (the Project), in order to provide a 100-year flood protection to these areas. The Agency is a public entity pursuant to the provisions of Articles 1-4, Chapter 5, Division 7, Title 1 of the Government Code of the State of California.

The basic operations of the Agency are financed as a part of the Project operations and costs. An annual special assessment based on total costs of the Project was assessed during the year ended June 30, 1996. The assessment paid for Project costs and bond repayment. The Agency retired the bonds three years ahead of scheduled maturity on September 2, 2011. During the year ended June 30, 1997, an additional annual special assessment was approved for the continued maintenance of the flood project structures. Collections of the annual special assessment will continue to finance the maintenance of the flood project structure until adoption of a terminating resolution.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES

Financial Agency

The Agency's basic financial statements include the accounts of all Agency operations. The Agency's basic financial statements do not include operations of the associated governmental agencies involved in the joint powers agency, namely, the City, the County, and the District.

Basis of Presentation – Government-Wide Accounting

The government-wide financial statements include the Statement of Net Positon and the Statement of Activities and report financial information of the Agency as a whole.

The Statement of Activities presents a comparison between direct expenses and program revenues for functions of the Agency's governmental activities. Direct expenses are those that are clearly identifiable with specific function. Program revenues include 1) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment and 2) fees, grants, and contributions that are restricted to financing the acquisition or construction of capital assets. Other items not properly included are reported instead as general revenues and expenses.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2025

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Basis of Presentation – Fund Accounting
Fund financial statements provide information about the Agency's funds. Each fund is accounted for by providing a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Agency resources are allocated to and accounted for in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled. The Agency does not have any proprietary or fiduciary funds.

Measurement focus, basis of accounting, and financial statement presentation
The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized in the year for which they are levied.

The governmental fund financial statements are presented using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when they are both measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or within 60 days after year-end. Expenditures are recorded when the related liability is incurred, except for general obligation on principal and interest which are reported as expenditures in the year they are due.

The major sources of revenues susceptible to accrual are assessments of property owners and investment income.

When both restricted and unrestricted resources are available for use, it is the Agency's policy to use restricted resources first, then unrestricted resources as needed.

Allocation of Indirect Expenses
The Agency allocates indirect expenses, primarily comprised of administrative services, to Agency management functions. Administrative services include accounting, financial reporting, payroll reimbursement, investing and cash management, personnel services, and other administrative services.

Fund Types and Major Funds
The Agency reported the following major governmental funds in the accompanying financial statements:

General fund – Accounts for general administrative expenses and acts as Agency reserves.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Maintenance and Operations Fund – Accounts for the collection of special assessments from property owners within the Agency's assessment district for the maintenance of the flood structures. Proceeds are restricted to the maintenance and operations (M&O) activities identified in the M&O budget.

Smith Canal Assessment Fund – Accounts for the collection of special assessments from property owners within the Smith Canal Area Assessment District. The collection of assessments are for design, construction, and maintenance of the Smith Canal flood control improvements to remove the area from a Federal Emergency Management Agency (FEMA) Special Hazard Area. Proceeds are restricted to activities identified in the Annual Engineer's Report for the Smith Canal Area Assessment District.

Smith Canal Closure Fund – This fund was initially created to collect Early Implementation Project (EIP) funding received by the State of California per a Funding Agreement for the design of the Smith Canal Gate project. The fund is now used to collect Urban Flood Risk Reduction funding received by the State for final design and construction of the project.

Mossdale Tract Fund and Mossdale Levee Impact Fees Fund – Accounts for the collection of proceeds from member agencies through a loan agreement and for the collection of proceeds from member agencies for development impact fee when building permits are issued for new development in the Mossdale Tract area. The proceeds will be used to fund flood control improvements needed to obtain 200-year level of flood protection for the Mossdale Tract area.

Lower San Joaquin River Project Fund – This fund was established in partnership with the US Army Corps of Engineers (Corps) and the California Central Valley Flood Protection Board (CVFPB) to study and evaluate ways to improve the region's level of flood protection. The partnership resulted in the Congressionally-authorized Lower San Joaquin River Feasibility Study. The fund will be used to track costs towards the federally-approved project.

Regional Flood Management Program Fund – Accounts for the collection of proceeds from the California Department of Water Resources (DWR) Regional Flood Management Program.

Paradise Cut Fund – This fund was created for accounting in support of funding agreement with California DWR for the Paradise Cut Expansion and the South Delta Restoration Project. The project incorporates an expanded flood bypass, flood risk reduction, channel dredging to increase water supply reliability for in-Delta users, and floodplain, wetland, and riparian habitat enhancements to help restore the landscape-scale ecosystem functions necessary for climate change resilience.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2025

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Levee Construction and Maintenance Assessment (LCMA) District Fund – The LCMA District was created as a single funding mechanism to both provide funding for the local cost share of the Lower San Joaquin River Phase 1 Project and the maintenance of the improved levees, as well as provide additional funding for the Operations and Maintenance of District Zone 9 levees.

Mossdale Tract Overlay Assessment District (OAD) Fund – The OAD was established to provide a local funding mechanism for levee improvements aimed at achieving a 200-year Urban Level of Flood Protection (ULOP) in the Mossdale Tract area, in compliance with State law (SB 5).

Infrastructure Assets and Depreciation
The Agency's infrastructure assets with useful lives of more than one year are stated at historical cost and comprehensively reported in the government-wide financial statements. The Agency generally capitalizes all assets as construction outlays occur. The costs of normal maintenance and repairs that do not add to the asset value or materially extend useful lives are not capitalized. Infrastructure assets are depreciated using the straight-line method over a useful life of 50 years.

Restriction of Net Position
Net positon is the excess of all the Agency's assets over all its liabilities, regardless of fund. Net position is divided into three captions under Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements- and Management's Discussion and Analysis- for State and Local Governments.* If restricted and unrestricted net position are available for the same purpose, then restricted net position will be used before unrestricted net position. These captions apply only to net position, which is determined only at the government-wide level, and is described below:

Net Investment in Capital Assets – This amount consists of capital assets net of accumulated depreciation, less the outstanding balance of any debt issued to finance these assets.

Restricted – This amount is restricted by external creditors, grantors, contributors, laws or regulations of other governments, enabling legislation, and constitutional provisions.

Unrestricted – This amount is all the net position that does not meet the definition of "net investment in capital assets" or "restricted."

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2025

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Reservation of Fund Balances
The Agency records reservations for portions of fund balance which are legally segregated for specific future use or which do not represent available expendable resources and, therefore, are not available for appropriations or expenditure in the governmental funds balance sheet.

Assessment Tax
The County collects the Agency's assessment tax revenue as part of the County's property taxes. The County's secured property tax payments are levied in two equal installments: the first is generally due November 1st and delinquent with penalties after December 10th; the second is due February 1st and delinquent with penalties after April 10th. Secured property with unpaid taxes incurs a lien on January 1st preceding the fiscal year for which taxes are levied. Property taxes on the unsecured roll are due on the January 1st lien date and become delinquent if unpaid on August 31st.

Cash and Cash Equivalents
The Agency maintains a large portion of its cash in the County Treasury. The County pools these funds with those of other agencies in the County and invests the cash.

Use of Estimates
Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from these estimates.

Fund Balance
In March 2009, GASB issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. These classifications are described below:

Nonspendable Fund Balance – Amounts that are inherently nonspendable such as inventory or long-term receivables.

Restricted Fund Balance – Amounts that have externally enforceable limitations on use that are either imposed by law or constrained by grantors, contributors, or laws and regulations of other governments.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2025

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Balance (Continued)

Committed Fund Balance – Amounts that can only be used for specific purposes determined by formal action of the Agency's highest level of decision-making authority, the Board of Directors. These committed amounts cannot be used for any other purpose unless the Board of Directors removes or changes the specified use through the same type of formal action taken to establish the commitment. The formal action must occur prior to the end of the reporting period; however, the amount can be determined subsequently.

Assigned Fund Balance – Amounts that are constrained by the Agency's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance. The intent can be expressed by the Board of Directors itself or by an official to which the governing body has delegated the authority.

Unassigned Fund Balance – The residual positive net resources of the General Fund in excess of what can properly be classified in one of the other four categories. This amount is reported only in the General Fund except in cases of negative fund balance. Negative fund balances in other governmental funds are reported as Unassigned Fund Balance.

The accounting policies of the Agency consider restricted fund balance to have been spent first when an expenditure is incurred if both restricted and unrestricted fund balance are available. Similarly, when all expenditure is incurred for purposes for which amounts in any of the unrestricted classification of fund balance could be used, the Agency considers committed amounts to be reduced first, followed by assigned amounts, and then unassigned amounts.

Most non-general funds were designated for one purpose at the time of their creation. Therefore, expenditures made out of a fund will be allocated to the applicable fund balance classifications in the order of the spending policy above.

Bond Issue

On August 2, 2023, the Agency issued "Levee Construction and Maintenance Assessment District Assessment Revenue Bonds, Series 2023A", and "Levee Construction and Maintenance Assessment District Taxable Assessment Revenue Refunding Bonds, Series 2023B" (collectively, 2023 Bonds). The combined principal amount was $27,730,000, less a discount of $274,691. The purposes of the 2023 Bonds are to finance certain flood control improvements, pay the purchase price of the 2020 Bonds, advance refund the 2020 Bonds that are not being purchased with the proceeds of the 2023A Bonds, pay a portion of the premiums for the insurance policies for the 2023 Bonds, and pay a portion of the costs of issuance of the 2023 Bonds.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2025

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Bond Issue (Continued)
In the government-wide financial statements, long-term debt is reported as a liability in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method, which approximates the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of the debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures. See Note 9.

Leases
Effective July 1, 2022, the Agency recognizes and measures its material leases in accordance with ASU 2016-02, *Leases*. The Agency determines if an arrangement is a lease, or contains a lease, at inception of a contract or when the terms of an existing contract are changed. The Agency recognizes a lease asset for its right to use (ROU) the underlying leased asset and a lease liability for the corresponding lease obligation. The right-of-use assets and lease liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term.

In determining the present value of lease payments, the Agency uses as a discount rate the implicit rate if it is readily determinable, otherwise the Agency uses an estimate of its incremental borrowing rate. The incremental borrowing rate for a lease is the rate of interest the Agency would have to pay on a collateralized basis to borrow an amount equal to the lease payments under similar terms and in a similar economic environment. The ROU asset is subsequently measured throughout the lease term at the amount of the re-measured lease liability (i.e., present value of the remaining lease payments), and, if any, the following: plus unamortized initial direct costs, plus (minus) any prepaid (accrued) lease payments, less the unamortized balance of lease incentives received, and any impairment recognized. The Agency considers the lease term to be the noncancelable period that it has to use the underlying asset.

In accordance with ASU 2016-02, the Agency has elected to not recognize ROU assets and lease liabilities for short-term leases that have a lease term of 12 months or less at lease commencement and do not include an option to purchase the underlying asset that the Agency is reasonably certain to exercise. The Agency recognizes lease costs associated with short-term leases on a straight-line basis over the lease term.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2025

NOTE 3. DETAILED NOTES ON FUNDS

The Agency maintains a large portion of its cash in the County Treasury as part of the common investment pool (the Pool), which had a carrying value of $31,888,831 as of June 30, 2025.

The Agency is considered to be an involuntary participant in the external investment Pool. The Pool has established a treasury oversight committee to monitor and review the management of public funds maintained in the Pool.

Participants' equity in the Pool is determined by the dollar amount of the participant's deposits, adjusted for withdrawals and distributed investment income. Investment income is prorated to individual funds based on their average daily cash balances.

The value of the Agency's shares in the Pool, which may be withdrawn, is determined on an amortized cost basis, which is different than the fair value of the Agency's position in the Pool. The Agency's investment in the Pool is unrated, stated at amortized cost which approximates fair value, available on demand, and considered cash equivalents.

Interest Rate Risk - Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment the greater the sensitivity of fair value to changes in market interest rate. As of year-end, the weighted average maturity of the investments contained in the Pool was approximately one year.

Credit Risk - Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. California statutes and the County's investment policy limit the County investments to obligations of the U.S. Treasury, certain Federal agencies, bankers' acceptances, "prime" commercial paper, certificates of deposit, swaps and trades, State Treasurer's Local Agency Investment Fund, and repurchase agreements.

Concentration of Credit Risk - Concentration of credit risk is the loss risk attributed to the magnitude of a government's investment in a single issuer. The County's investment policy places certain maximum percentage limitations of investments by investment type and the Treasurer has adhered to this policy with no exception.

Custodial Credit Risk - Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools. The County issues a financial report that includes custodial credit risk disclosures for the cash in the County Treasury. The report may be obtained by writing to the County Treasurer, 44 North San Joaquin Street, Stockton, California 95202.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2025

NOTE 3. DETAILED NOTES ON FUNDS (CONTINUED)

Accounts Payable
Accounts payables include amounts due to a related party. See Note 5 for information describing related parties. Other payable amounts are due to vendors for services rendered prior to the fiscal year end.

Capital Assets
The following table provides a summary of changes in capital assets:

	June 30, 2024	Additions	Deletions	June 30, 2025
Nondepreciable capital assets:				
Land and easements	$ 9,678,245	$ 352,908	$ -	$ 10,031,153
Depreciable capital assets:				
Vehicle	-	42,107	-	42,107
Infrastructure assets	45,058,604	-	-	45,058,604
Less accumulated depreciation	(21,701,587)	(909,539)	-	(22,611,126)
Net depreciable capital assets	23,357,017	(867,432)	-	22,489,585
Net capital assets	$ 33,035,262	$ (514,524)	$ -	$ 32,520,738

NOTE 4. FUND BALANCES

Fund balances on the governmental funds balance sheet are presented in the following categories: restricted, assigned, and unassigned (See Note 2 for a description of these categories).

NOTE 5. RELATED PARTY TRANSACTIONS

During the year ended June 30, 2025, the Agency has approved payments to members of the JPA for services and personnel costs of the Agency. These costs are accumulated in the Agency administrative costs. Amounts paid to these related parties during the fiscal year ended June 30, 2025, were $1,686,276.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2025

NOTE 6. COMMITMENTS AND CONTINGENCIES

The Agency entered into a $10 million cost-share agreement with the USACE and the Central Valley Flood Protection Board for a feasibility study for the Lower San Joaquin River, of which, the local responsibility is $2.5 million. Information from this study will be used to develop a plan to reach a 200- year level of flood protection for urban and urbanizing areas as required by State Senate Bill 5.

The Agency's Board of Directors also authorized a $6.1 million contract to complete the design of the Smith Canal Gate project to restore flood protection to an area affected by levee decertification and FEMA re-mapping. The Agency secured an EIP grant through the State Department of Water Resources (DWR) in the amount of $2.4 million to cost-share half of the design and environmental work. The remaining half is being funded with assessment revenues that were passed under Proposition 218 on July 10, 2013. The Agency executed an Urban Flood Risk Reduction grant for $22.3 million, which was later increased to $35.8 million, to cover remaining design, permitting, and construction costs. The Agency anticipates the State to cost share in 63% of total project costs.

The Agency is periodically a party in matters of litigation and claims resulting from the normal course of business. The Agency believes that the settlement of any outstanding litigation or claims will not have a material effect on the Agency’s financial position or results of operations.

NOTE 7. MEMBER AGENCY LOANS

Each member agency (City of Stockton, City of Lathrop, City of Manteca, and County of San Joaquin) signed a seed funding agreement that would loan the Agency an amount not to exceed $365,000 each. The loans are to be used for planning of the Mossdale Tract Phase IV levee improvements and to demonstrate progress toward compliance with Senate Bill 5 requirements. Each member agency advanced an amount of $65,000 with exception of the City of Lathrop which advanced an amount of $115,000. The term of repayment for the loan amounts do not include interest and can be repaid any time prior to June 30, 2029, at the Agency's discretion. It should also be noted that the loans may be forgiven if permanent funding sources for the entirety of the Mossdale Tract Phase IV levee improvement project is unable to be secured.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2025

NOTE 8. INTERFUND TRANSFERS

Transfers and payments within the Agency are for the purpose of subsidizing operating functions. Resources are accumulated in a fund to support and simplify the administration of various projects or programs. The government-wide Statement of Activities eliminates transfers as reported within the segregated governmental funds. Only transfers between funds appear in this statement. The following schedule reports net transfers and payments within the Agency:

	Transfers In	Transfers Out
General Fund	$ 678,412	$ -
Maintenance and Operations Fund	19,394	-
Smith Canal Assessment Fund	-	139,679
Mossdale Tract Fund	3,976,874	-
Mossdale Levee Impact Fund	-	6,000,000
Lower SJ River Project Fund	3,046,721	-
Regional Flood Mgmt Program Fund	-	3,509
Paradise Cut Fund	1,981,506	-
LCMA District Fund	-	3,559,719
Total	$ 9,702,907	$ 9,702,907

NOTE 9. BONDS PAYABLE

On August 2, 2023, the Agency issued "Levee Construction and Maintenance Assessment District Assessment Revenue Bonds, Series 2023A", and "Levee Construction and Maintenance Assessment District Taxable Assessment Revenue Refunding Bonds, Series 2023B" (collectively, 2023 Bonds). The combined principal amount was $27,730,000, less a discount of $274,691. The purposes of the 2023 Bonds are to finance certain flood control improvements incident to the Lower San Joaquin River Project, pay the purchase price of certain of the 2020 Bonds, advance refund the 2020 Bonds that are not being purchased with the proceeds of the 2023A Bonds, pay a portion of the premiums for the insurance policies for the 2023 Bonds, and pay a portion of the costs of issuance of the 2023 Bonds.

The 2023 Bonds bear interest from 4.000%-5.627%, with payments due semiannually on April 1 and October 1, commencing April 1, 2024. Source of payment for the bonds comes from assessments levied by the Agency and collected by San Joaquin County on behalf of the Agency. Bonds payable as of June 30, 2025, was $27,258,621.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2025

NOTE 9. BONDS PAYABLE (CONTINUED)

The 2023B Bonds maturing on or after October 1, 2033, are subject to optional redemption prior to their stated maturities, on any date on or after October 1, 2032, in whole or in part, at a redemption price equal to the principal amount of the bonds to be redeemed together with accrued interest thereon to the date fixed for redemption, without premium.

Mandatory Sinking Payment Redemption

The 2023A Bonds maturing on October 1, 2043, are subject to mandatory sinking payment redemption in part by lot on October 1, 2042, and on October 1, 2043, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the redemption date, without premium, from sinking payments as follows:

Redemption Date (October 1)	Sinking Payments
2042	$ 375,000
2043 (maturity)	1,110,000

The 2023A Bonds maturing on October 1, 2048, are subject to mandatory sinking payment redemption in part by lot on October 1, 2044, and on each October 1 thereafter to maturity, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the redemption date, without premium, from sinking payments as follows:

Redemption Date (October 1)	Sinking Payments
2044	$ 1,155,000
2045	1,200,000
2046	1,245,000
2047	1,295,000
2048 (maturity)	1,350,000

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2025

NOTE 9. BONDS PAYABLE (CONTINUED)

The bonds maturing on October 1, 2053, are subject to mandatory sinking payment redemption in part by lot on October 1, 2049, and on each October 1 thereafter to maturity, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the redemption date, without premium, from sinking payments as follows:

Redemption Date (October 1)	Sinking Payments
2049	$ 1,400,000
2050	1,460,000
2051	1,520,000
2052	1,580,000
2053 (maturity)	1,650,000

The 2023B Bonds maturing on October 1, 2032, are subject to mandatory sinking payment redemption in part by lot which began on October 1, 2024, and on each October 1 thereafter to maturity, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the redemption date, without premium, from sinking payments as follows:

Redemption Date (October 1)	Sinking Payments
2025	$ 435,000
2026	460,000
2027	480,000
2028	505,000
2029	535,000
2030	560,000
2031	590,000
2032 (maturity)	620,000

NOTE 9. BONDS PAYABLE (CONTINUED)

The 2023B Bonds maturing on October 1, 2042, are subject to mandatory sinking payment redemption in part by lot on October 1, 2039, and on each October 1 thereafter to maturity, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the redemption date, without premium, from sinking payments as follows:

Redemption Date (October 1)	Sinking Payments
2039	$ 895,000
2040	945,000
2041	1,000,000
2042 (maturity)	680,000

Future payments on bonds payable as of June 30, 2025, are as follows:

Year Ended June 30	Principal	Interest	Total Requirements
2026	$ 435,000	$ 1,268,351	$ 1,703,351
2027	460,000	1,245,336	1,705,336
2028	480,000	1,221,164	1,701,164
2029	505,000	1,195,835	1,700,835
2030	535,000	1,169,091	1,704,091
Thereafter	25,100,000	15,507,117	40,607,117
Subtotal	27,515,000	21,606,894	49,121,894
Less: bond discount	(256,379)	-	(256,379)
Total liability	$ 27,258,621	$ 21,606,894	$ 48,865,515

Accrued interest on the bonds as of June 30, 2025, was $319,884.

NOTE 10. SUBSEQUENT EVENTS

In preparing the financial statements, the Agency has evaluated events and transactions for potential recognition or disclosure through January 5, 2026, the date the financial statements were available to be issued.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2025

NOTE 11. LEASES

Effective July 1, 2022, the Agency adopted ASU 2016-02 *"Leases"*. During the year ended June 30, 2025, the Agency recorded a $473,053 Right-of-Use (ROU) asset and an offsetting lease liability, related to a material lease commitment for office space into which the Agency has entered. In accordance with ASU 2016-02 *"Leases"*, this lease, which has an initial term in excess of one year, has been classified as an operating lease.

During the year ended June 30, 2025, the Agency recognized total lease expense of $74,769 related to this lease. Reduction of the ROU asset and lease liability during the year ended June 30, 2025, was $54,368 and $48,899, respectively.

Other information related to this lease as of June 30, 2025, was as follows:

Remaining lease term:	6.5 years
Discount rate:	5%

Future reductions of the lease liability at June 30, 2025, are as follows:

2026	$ 51,117
2027	55,435
2028	59,898
2029	64,512
2030	69,285
Thereafter	123,907
Total	$ 424,154

Future minimum lease payments as of June 30, 2025, are as follows:

2026	$ 70,800
2027	72,300
2028	73,800
2029	75,300
2030	76,800
Thereafter	128,700
Total	$ 497,700

REQUIRED SUPPLEMENTARY INFORMATION

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

BUDGET TO ACTUAL COMPARISON SCHEDULES
FOR THE YEAR ENDED JUNE 30, 2025

General Fund

	Original Budget	Final Budget	Actual	Variance from Final Budget
Revenues:				
Investment earnings - interest	$ -	$ -	$ 80,660	$ 80,660
Investment earnings - unrealized gain	-	-	10,270	10,270
Miscellaneous income	-	-	60	60
Total revenues	-	-	90,990	90,990
Expenditures:				
Maintenance and operations	-	-	52,984	(52,984)
Agency management	121,650	121,650	215,485	(93,835)
Total expenditures	121,650	121,650	268,469	(146,819)
Other financing sources (uses):				
Transfers in (out)	-	-	678,412	678,412
Total other financing sources (uses)	-	-	678,412	678,412
Net change in fund balance	$ (121,650)	$ (121,650)	500,933	$ 622,583
Fund balance, beginning			2,268,568	
Fund balance, ending			$ 2,769,501	

See Notes to Required Supplementary Information

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

BUDGET TO ACTUAL COMPARISON SCHEDULES (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2025

Maintenance and Operations Fund

	Original Budget	Final Budget	Actual	Variance from Final Budget
Revenues:				
Assessments	$ -	$ -	$ 1,141,493	$ 1,141,493
Investment earnings - interest	-	-	316,364	316,364
Investment earnings - unrealized gain	-	-	34,702	34,702
Miscellaneous income	-	-	90	90
Total revenues	-	-	1,492,649	1,492,649
Expenditures:				
Maintenance and operations	1,181,700	1,181,700	589,371	592,329
Agency management	243,300	243,300	154,742	88,558
Total expenditures	1,425,000	1,425,000	744,113	680,887
Other financing sources (uses):				
Transfers in (out)	-	-	19,394	19,394
Total other financing sources (uses)	-	-	19,394	19,394
Net change in fund balance	$ (1,425,000)	$ (1,425,000)	767,930	$ 2,192,930
Fund balance, beginning			6,626,380	
Fund balance, ending			$ 7,394,310	

See Notes to Required Supplementary Information

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

BUDGET TO ACTUAL COMPARISON SCHEDULES (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2025

Smith Canal Assessment & Closure Funds

	Original Budget	Final Budget	Actual	Variance from Final Budget
Revenues:				
Investment earnings - interest	$ -	$ -	$ 165,348	$ 165,348
Investment earnings - unrealized gain	-	-	11,946	11,946
Miscellaneous income	-	-	150	150
Total revenues	-	-	177,444	177,444
Expenditures:				
Maintenance and operations	-	-	2,854,215	(2,854,215)
Agency management	121,650	121,650	359,289	(237,639)
Total expenditures	121,650	121,650	3,213,504	(3,091,854)
Other financing sources (uses):				
Transfers in (out)	-	-	(139,679)	(139,679)
Total other financing sources (uses)	-	-	(139,679)	(139,679)
Net change in fund balance	$ (121,650)	$ (121,650)	(3,175,739)	$ (3,054,089)
Fund balance, beginning			4,851,890	
Fund balance, ending			$ 1,676,151	

See Notes to Required Supplementary Information

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

BUDGET TO ACTUAL COMPARISON SCHEDULES (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2025

Mossdale Tract & Levee Impact Fees Funds

	Original Budget	Final Budget	Actual	Variance from Final Budget
Revenues:				
Investment earnings - interest	$ -	$ -	$ 329,404	$ 329,404
Investment earnings - unrealized gain	-	-	26,436	26,436
Other government agency aid	6,747,484	6,747,484	4,217,164	(2,530,320)
Miscellaneous income	-	-	9,303	9,303
Total revenues	6,747,484	6,747,484	4,582,307	(2,165,177)
Expenditures:				
Maintenance and operations	6,608,450	6,608,450	2,488,337	4,120,113
Agency management	851,550	851,550	720,371	131,179
Total expenditures	7,460,000	7,460,000	3,208,708	4,251,292
Other financing sources (uses):				
Transfers in (out)	-	-	(2,023,126)	(2,023,126)
Total other financing sources (uses)	-	-	(2,023,126)	(2,023,126)
Net change in fund balance	$ (712,516)	$ (712,516)	(649,527)	$ 62,989
Fund balance, beginning			7,934,106	
Fund balance, ending			$ 7,284,579	

See Notes to Required Supplementary Information

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

BUDGET TO ACTUAL COMPARISON SCHEDULES (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2025

Lower SJ River Project Fund

	Original Budget	Final Budget	Actual	Variance from Final Budget
Revenues:				
Investment earnings - interest	$ -	$ -	$ 103,260	$ 103,260
Investment earnings - unrealized gain	-	-	8,869	8,869
Total revenues	-	-	112,129	112,129
Expenditures:				
Maintenance and operations	6,403,444	6,403,444	1,926,306	4,477,138
Agency management	802,890	802,890	614,523	188,367
Total expenditures	7,206,334	7,206,334	2,540,829	4,665,505
Other financing sources (uses):				
Transfers in (out)	-	-	3,046,721	3,046,721
Total other financing sources (uses)	-	-	3,046,721	3,046,721
Net change in fund balance	$ (7,206,334)	$ (7,206,334)	618,021	$ 7,824,355
Fund balance, beginning			959,460	
Fund balance, ending			$ 1,577,481	

See Notes to Required Supplementary Information

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

BUDGET TO ACTUAL COMPARISON SCHEDULES (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2025

Regional Flood Management Program Fund

	Original Budget	Final Budget	Actual	Variance from Final Budget
Revenues:				
Investment earnings - interest	$ -	$ -	$ 13,127	$ 13,127
Investment earnings - unrealized gain	-	-	891	891
Other government agency aid	-	-	21,098	21,098
Miscellaneous income			30	30
Total revenues	-	-	35,146	35,146
Expenditures:				
Maintenance and operations	-	-	54,233	(54,233)
Agency management	48,660	48,660	50,936	(2,276)
Total expenditures	48,660	48,660	105,169	(56,509)
Other financing sources (uses):				
Transfers in (out)	-	-	(3,509)	(3,509)
Total other financing sources (uses)	-	-	(3,509)	(3,509)
Net change in fund balance	$ (48,660)	$ (48,660)	(73,532)	$ (24,872)
Fund balance, beginning			318,835	
Fund balance, ending			$ 245,303	

See Notes to Required Supplementary Information

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

BUDGET TO ACTUAL COMPARISON SCHEDULES (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2025

Paradise Cut Fund

	Original Budget	Final Budget	Actual	Variance from Final Budget
Revenues:				
Investment earnings - interest	$ -	$ -	$ 51,314	$ 51,314
Investment earnings - unrealized gain	-	-	5,269	5,269
Other government agency aid	-	-	519,780	519,780
Miscellaneous income	-	-	40,000	40,000
Total revenues	-	-	616,363	616,363
Expenditures:				
Maintenance and operations	-	-	2,136,781	(2,136,781)
Agency management	243,300	243,300	153,861	89,439
Total expenditures	243,300	243,300	2,290,642	(2,047,342)
Other financing sources (uses):				
Transfers in (out)	-	-	1,981,506	1,981,506
Total other financing sources (uses)	-	-	1,981,506	1,981,506
Net change in fund balance	$ (243,300)	$ (243,300)	307,227	$ 550,527
Fund balance, beginning			1,041,331	
Fund balance, ending			$ 1,348,558	

See Notes to Required Supplementary Information

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

BUDGET TO ACTUAL COMPARISON SCHEDULES (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2025

LCMA District

	Original Budget	Final Budget	Actual	Variance from Final Budget
Revenues:				
Assessments	$ 7,738,100	$ 7,738,100	$ 7,684,475	$ (53,625)
Investment earnings - interest	-	-	264,818	264,818
Investment earnings - unrealized gain	-	-	84,249	84,249
Total revenues	7,738,100	7,738,100	8,033,542	295,442
Expenditures:				
Maintenance and operations	9,830,237	9,830,237	301,751	9,528,486
Agency management	518,500	518,500	92,683	425,817
Debt service:				
Principal	-	-	215,000	(215,000)
Interest and other charges	-	-	1,250,003	(1,250,003)
Total expenditures	10,348,737	10,348,737	1,859,437	8,489,300
Other financing sources (uses):				
Issuance of bonds	-	-	-	-
Transfers in (out)	-	-	(3,559,719)	(3,559,719)
Total other financing sources (uses)	-	-	(3,559,719)	(3,559,719)
Net change in fund balance	$ (2,610,637)	$ (2,610,637)	2,614,386	$ 5,225,023
Fund balance, beginning			5,284,226	
Fund balance, ending			$ 7,898,612	

See Notes to Required Supplementary Information

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

BUDGET TO ACTUAL COMPARISON SCHEDULES (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2025

Mossdale OAD Fund

	Original Budget	Final Budget	Actual	Variance from Final Budget
Revenues:				
Assessments	$ 2,219,388	$ 2,219,388	$ 2,219,388	$ -
Investment earnings - interest	-	-	41,202	41,202
Investment earnings - unrealized gain	-	-	4,513	4,513
Total revenues	2,219,388	2,219,388	2,265,103	45,715
Expenditures:				
Agency management	-	-	20,347	(20,347)
Total expenditures	-	-	20,347	(20,347)
Net change in fund balance	$ 2,219,388	$ 2,219,388	2,244,756	$ 25,368
Fund balance, beginning			-	
Fund balance, ending			$ 2,244,756	

See Notes to Required Supplementary Information

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2025

NOTE 1. BUDGETARY INFORMATION

A. Budget Policy and Practice

The San Joaquin Area Flood Control Agency (the Agency) submits an annual budget to the Board of Directors. The Board of Directors formally approves the annual budget in accordance with the bylaws established by the joint power agency agreement. The Board of Directors is to prepare and adopt a budget within the first 90 days of the fiscal year.

B. Basis of Budgeting

The budget is prepared under accounting principles generally accepted in the United States of America basis. Revenues are budgeted by source. Expenditures are budgeted by department and class as follows: maintenance and operations, administration costs, and real estate planning and acquisition costs. Expenditures may not exceed appropriations at this level.

NOTE 2. EXPENDITURES OVER APPROPRIATIONS

For the fiscal year ended June 30, 2025, the Agency has expenditures over appropriations as follows:

General Fund	
Maintenance and operations	$ (52,984)
Agency management	$ (93,835)
Smith Canal Assessment & Closure Funds	
Maintenance and operations	$ (2,854,215)
Agency management	$ (237,639)
Regional Flood Management Program Fund	
Maintenance and operations	$ (54,233)
Agency management	$ (2,276)
Paradise Cut Fund	
Maintenance and operations	$ (2,136,781)
LCMA District	
Debt service	$ (1,465,003)
Mossdale OAD Fund	
Agency management	$ (20,347)

ADDITIONAL INFORMATION

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Schwartz Giannini Lantsberger & Adamson
ACCOUNTANCY CORPORATION

To the Board of Directors
San Joaquin Area Flood Control Agency
Stockton, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of San Joaquin Area Flood Control Agency (the Agency), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements, and have issued our report thereon dated January 5, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Agency's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Philip Lantsberger, CPA
Robert Gross, CPA
Nikolas A. Torres, CPA

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Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Stockton, California
January 5, 2026

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
JUNE 30, 2025

Section I – Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	Unmodified

Internal control over financial reporting:

Material weaknesses identified?	No
Significant deficiencies identified not considered to be material weakness?	No
Noncompliance material to the financial statements noted?	No

Section II – Summary of Material Weaknesses

None

Section III – Summary of Significant Deficiencies

None

Section IV – Review of Prior Year Material Weaknesses and Significant Deficiencies

None

RESOLUTION NO. SJAFCA 26-02

S A N J O A Q U I N A R E A
F L O O D C O N T R O L A G E N C Y

==========

RESOLUTION TO ACCEPT THE INDEPENDENT AUDITOR'S REPORT AND FINANCIAL STATEMENTS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY FOR THE FISCAL YEAR ENDING JUNE 30, 2025

WHEREAS, Schwartz, Gianinni, Lantsberger and Adamson Accountancy Corporation Certified Public Accountants completed a review of the Agency's financial statements for the year ended June 30, 2025; and

WHEREAS, Schwartz, Gianinni, Lantsberger and Adamson Accountancy Corporation Certified Public Accountants opined that the basic financial statements present fairly in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the San Joaquin Area Flood Control Agency, as of June 30, 2025, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

1. That the Board accepts the attached Independent Auditor's Report and Financial Statements of the San Joaquin Area Flood Control Agency for the fiscal year ended June 30, 2025.

PASSED, APPROVED AND ADOPTED this 22nd day of JANUARY, 2026.

_____

, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

_____

DARREN SUEN
Executive Director/Secretary of
the San Joaquin Area Flood
Control Agency

APPROVED AS TO FORM:

_____

SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

DRAFT

Agenda Item 6.2

January 22, 2026

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Darren Suen PE, Executive Director
Sylvia Razniak, Finance & Admin Manager

SUBJECT: **MID-YEAR BUDGET REVIEW AND APPROVAL OF BUDGET ADJUSTMENTS FOR FISCAL YEAR 2025/26 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY**

RECOMMENDATION

It is recommended the Board of Directors of the San Joaquin Area Flood Control Agency (Agency);

A. Receive the Mid-Year Budget Report ending December 2025, which represents estimated expenditures for the first and second quarters (July through December) of Fiscal Year 2025-26 covering both the Operating and Capital Improvement Program (CIP) budgets; and
B. Adopt a resolution approving budget adjustments amending the Fiscal Year 2025-26 Budget as further discussed within this Board Report and the attached resolution (Exhibit A).

SUMMARY

This Mid-Year Report shows the estimated expenditures for approximately the first six months of this FY 2025-26. There are minor recommended modifications to the approved budget for the Lower San Joaquin River Project Fund which consist of reallocating approximately $125,000 of expenditures between project categories as further described herein. There are no additional expenditure budget requests presented with this report.

DISCUSSION

The SJAFCA Board of Directors adopted its Budget for Operations, CIP Projects and related supporting assessment districts for FY 2025/26 on June 12, 2025, through Resolution 25-05, which approved the Agency's Annual Operating Budget; CIP project augmentations; and each of its annual assessment districts: the Flood Protection Restoration Project Assessment District 96-1, the Levee Construction & Maintenance Assessment District, and the Mossdale Tract Overlay Assessment District.

The following discussion presents a status update of each fund and, where applicable, recommendations for budget adjustments to ensure sufficient authorization is received from the Board to complete the necessary work for the fiscal year.

MID-YEAR BUDGET REVIEW AND APPROVAL OF BUDGET ADJUSTMENTS FOR FISCAL YEAR 2025/26 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

1. AGENCY OPERATIONS (Fund 55601)

The following Table 1 shows the approved FY 2025/26 Budget. The table also shows the estimated expenses through December 4, 2025, and the remaining budget balance. No adjustments are proposed within the Agency Operations Budget as presented to the Board in June 2025.

TABLE 1 – FY 2025/26 MID-YEAR AGENCY OPERATIONS UPDATE

FY 25/26 General and Administrative Mid-Year Budget Update						
	Approved FY 25/26 Budget	Expenses thru 12/04/25	Budget Balance to Date	Proposed Budget Adjustments	Proposed Updated FY 25/26 Budget	Updated Budget Balance
SJAFCA/CITY Employee Services	$2,125,000	$667,615	$1,457,385	$0	$2,125,000	$1,457,385
Professional Services	$582,500	$153,663	$428,837	$0	$582,500	$428,837
Materials & Supplies	$342,500	$112,047	$230,453	$0	$342,500	$230,453
Other Expenses	$130,000	$102,886	$27,114	$0	$130,000	$27,114
Totals - Operating Budget:	**$3,180,000**	**$1,036,210**	**$2,143,790**	**$0**	**$3,180,000**	**$2,143,790**

MID-YEAR BUDGET REVIEW AND APPROVAL OF BUDGET ADJUSTMENTS FOR FISCAL YEAR 2025/26 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

2. SMITH CANAL GATE PROJECT (Fund 55666)

The following table shows the approved CIP Budget through FY 2025/26 as presented to the Board in June 2025. The table shows the estimated cumulative expenses estimated through December 4, 2025, and the remaining CIP Budget balance. There is no budget adjustment requested as part of this Mid-Year Budget update for the Smith Canal Gate Project (Fund 55666).

TABLE 2 – FY 2025/26 MID-YEAR BUDGET UPDATE - SMITH CANAL GATE PROJECT (FUND 55666)

	Approved FY 25/26 Budget	Expenses thru 12/04/25	Budget Balance to Date	Proposed Budget Adjustments	Proposed Updated FY 25/26 Budget	Updated Budget Balance
EXPENDITURES						
Design Phase	$6,672,358	$6,672,358	$0	$0	$6,672,358	$0
Supplemental Engineering	$2,481,283	$2,481,283	$0	$0	$2,481,283	$0
Independent Review	$283,381	$203,381	$80,000	$0	$283,381	$80,000
Project Management	$4,708,963	$5,069,132	-$360,169	$0	$4,708,963	-$360,169
Construction	$61,781,625	$61,984,423	-$202,797	$0	$61,781,625	-$202,797
Construction Management	$17,289,757	$16,497,380	$792,377	$0	$17,289,757	$792,377
Real Estate Contingency	$440,545	$447,633	-$7,088	$0	$440,545	-$7,088
Real Estate Acquisition	$450,000	$450,000	$0	$0	$450,000	$0
Public Outreach	$118,710	$85,041	$33,669	$0	$118,710	$33,669
Environmental Mitigation	$2,724,726	$2,724,726	$0	$0	$2,724,726	$0
Recreational Enhancements	$17,500	$17,500	$0	$0	$17,500	$0
TOTAL EXPENDITURES	**$96,968,849**	**$96,632,857**	**$335,992**	**$0**	**$96,968,849**	**$335,992**

MID-YEAR BUDGET REVIEW AND APPROVAL OF BUDGET ADJUSTMENTS FOR FISCAL YEAR 2025/26 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

3. MOSSDALE TRACT PROJECT (FUNDS 55769/55680)

The following table shows the approved CIP Budget through FY 2025/26 as presented to the Board in June 2025. The table shows the estimated cumulative expenses estimated through December 16, 2024, and the remaining CIP Budget balance. There is no budget adjustment requested as part of this Mid-Year Budget update for the Mossdale Tract Project.

TABLE 3 – 25/26 MID-YEAR UPDATE - MOSSDALE TRACT PROJECT

	Approved CIP Budget through FY 25/26	Expenses thru December 16, 2025	Budget Balance to Date	Proposed Budget Adjustments	Proposed Updated Budget through FY 25/26	Updated Budget Balance
UFRR Feasibility Study (Phase 1)	$358,759	$329,269	$29,490	$0	$358,759	$29,490
Program Management	$7,090,630	$5,481,566	$1,609,064	$0	$7,090,630	$1,609,064
Local Funding Implementation	$2,415,649	$1,984,659	$430,990	$0	$2,415,649	$430,990
Project Implementation (State/Local UFRR Project)	$8,472,545	$6,121,079	$2,351,466	$0	$8,472,545	$2,351,466
Project Implementation (State/Local UFRR Project - Construction)	$11,850,000	$1,541,291	$10,308,709	$0	$11,850,000	$10,308,709
Project Implementation (Fed/State/Local - Lathrop Manteca Project)	$3,768,548	$2,469,015	$1,299,533	$0	$3,768,548	$1,299,533
Climate Resiliency	$300,000	$230,620	$69,380	$0	$300,000	$69,380
Proposed Mossdale CIP Budget:	**$34,256,131**	**$18,157,499**	**$16,098,632**	**$0**	**$34,256,131**	**$16,098,632**

MID-YEAR BUDGET REVIEW AND APPROVAL OF BUDGET ADJUSTMENTS FOR FISCAL YEAR 2025/26 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

4. LOWER SAN JOAQUIN RIVER PROJECT (FUND 55653)

Table 4 below shows the approved CIP Budget through FY 2025/26, the estimated cumulative expenses estimated through December 4, 2025, the remaining CIP Budget balance, proposed adjustments to the budget and the resulting updated budget and the budget balance after the proposed adjustments.

Staff is recommending a re-allocation of budget between project areas but no changes within the overall fund. Specifically, Staff proposes to re-allocate funds budgeted for Overall Program Management to project areas where additional work took place or where more detailed breakout of costs occurred and could be better accounted for outside of the Overall Program Management budget line item. Based on project expenditures, there remains sufficient budget for Overall Program Management through the remainder of the fiscal year. The total amount of the reallocated budget is $124,702. There is no net impact to the CIP budget because of Staff's recommendation.

TABLE 4 – FY 2025/26 MID-YEAR UPDATE – LOWER SAN JOAQUIN RIVER PROJECT (FUND 55653)

	Approved FY 25/26 Budget	Expenses thru 12/02/25	Budget Balance to Date	Proposed Budget Adjustments	Proposed Updated FY 25/26 Budget	Updated Budget Balance
Overall Program Management	$14,598,473	$8,569,893	$6,028,580	-$124,702	$14,473,771	$5,903,878
TS 30L Project	$2,999,000	$2,563,809	$435,191	$0	$2,999,000	$435,191
Shima Tract Project (Phase A)	$2,273,000	$407,228	$1,865,772	$0	$2,273,000	$1,865,772
Calaveras River – Left Bank (Phase C)	$58,747	$60,652	-$1,905	$1,905	$60,652	$0
14 Mile Slough (Phase B)	$264,000	$386,797	-$122,797	$122,797	$386,797	$0
Duck Creek & French Camp Slough (Phase E)	$801,000	$212,499	$588,501	$0	$801,000	$588,501
Total	**$20,994,220**	**$12,200,877**	**$8,793,343**	**$0**	**$20,994,220**	**$8,793,343**

MID-YEAR BUDGET REVIEW AND APPROVAL OF BUDGET ADJUSTMENTS FOR FISCAL YEAR 2025/26 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

5. REGIONAL FLOOD MANAGEMENT PLANNING (FUND 55667)

The following table shows the approved CIP Budget through FY 2025/26 as presented to the Board in June 2025. The table shows the cumulative expenses estimated through December 4, 2025 and the remaining CIP Budget balance. There are no requested adjustments to the Regional Food Management Planning Budget at this time.

TABLE 5 – 25/26 MID-YEAR UPDATE – REGIONAL FLOOD MANAGEMENT PLANNING (FUND 55667)

	FY 24/25 Budget
Current Budget	$1,466,667
Expenses through December 4, 2025	($1,415,711)
Budget Balance	$50,956
Budget Adjustments	$0
Final Total Budget	**$1,466,667**

MID-YEAR BUDGET REVIEW AND APPROVAL OF BUDGET ADJUSTMENTS FOR FISCAL YEAR 2025/26 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

6. PARADISE CUT PROGRAM (FUND 55665)

The following Table 6 shows the approved CIP Budget through FY 2025/26 as presented to the Board in June 2025 and the resulting CIP Budget Balance. The table shows the cumulative expenses estimated through December 4, 2025 and the remaining CIP Budget balance. There are no modifications to the Paradise Cut Program Budget requested at this time.

TABLE 6 – 2025/26 MID-YEAR UPDATE – PARADISE CUT PROJECT

	Approved FY 25/26 Budget	Expenses thru 12/04/25	Budget Balance to Date	Proposed Budget Adjustments	Proposed Updated FY 25/26 Budget	Updated Budget Balance
Task 1 - Project Management and Administration	$1,198,935	$1,013,473	$185,462	$0	$1,198,935	$185,462
Task 2 - Technical Review Panel	$175,000	$86,690	$88,311	$0	$175,000	$88,311
Task 3 - Strategic Outreach and Local Engagement	$244,810	$258,827	-$14,017	$0	$244,810	-$14,017
Task 4 - Feasibility Study	$1,795,170	$1,591,140	$204,030	$0	$1,795,170	$204,030
Task 5 - Preliminary Engineering and Landscape Designs	$481,085	$138,565	$342,520	$0	$481,085	$342,520
Task 6 - Governance	$75,000	$0	$75,000	$0	$75,000	$75,000
Task 7 - Scoping Phase 4	$45,000	$0	$45,000	$0	$45,000	$45,000
Total	**$4,015,000**	**$3,088,693**	**$926,307**	**$0**	**$4,015,000**	**$926,307**

MID-YEAR BUDGET REVIEW AND APPROVAL OF BUDGET ADJUSTMENTS FOR FISCAL YEAR 2025/26 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

7. LEVEE CONSTRUCTION AND MAINTENANCE ASSESSMENT DISTRICT - (Fund 55668)

The following table shows the approved FY 2025/26 Budget for the Levee Construction & Maintenance Assessment (LCMA) Fund along with the actuals through December 16, 2025, the resulting budget balance, the proposed budget adjustments and resulting updated budget balance after the proposed adjustment. There are no LCMA Budget adjustments requested at this time.

TABLE 7 – 2025/26 MID-YEAR UPDATE – LCMA ASSESSMENT DISTRICT

	FY 25/26 Approved Budget	Rev/Exp thru 12/16/25	Budget Balance	Proposed Budget Adjustments	Proposed Updated Budget	Updated Budget Balance
Revenue						
Total Revenue	$7,971,000	$171,490	$7,799,510	$0	$7,971,000	$7,799,510
Expenditures						
Assessment Admin	$170,000	$150,595	$19,405	$0	$170,000	$19,405
O&M Services	$1,398,800	$579,391	$819,409	$0	$1,398,800	$819,409
Levee Construction Services	$5,378,865	$511,020	$4,867,845	$0	$5,378,865	$4,867,845
Total Expenses	$6,947,665	$1,241,006	$5,706,659	$0	$6,947,665	$5,706,659
Net Fund Balance Change	$1,023,335	-$1,069,516			$1,023,335	
Estimated Starting Fund Balance	$7,916,217	$7,916,217			$7,916,217	
Ending Fund Balance	$8,939,552	$6,846,701			$8,939,552	

MID-YEAR BUDGET REVIEW AND APPROVAL OF BUDGET ADJUSTMENTS FOR FISCAL YEAR 2025/26 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

8. OPERATIONS AND MAINTENANCE ASSESSMENT DISTRICT (FUND 55694)

The following table shows the approved Operations and Maintenance (O&M) Assessment District Budget for FY 2025/26 as presented to the Board in June 2025. The table shows the estimated expenses through December 4, 2025, and the remaining budget balance. There are no O&M Assessment Budget adjustments requested at this time.

TABLE 8 – 25/26 MID-YEAR UPDATE – OPERATIONS AND MAINTENANCE ASSESSMENT DISTRICT (FUND 55694)

	Approved FY 25/26 Budget	Expenses thru 12/04/25	Budget Balance to Date	Proposed Budget Adjustments	Proposed Updated FY 25/26 Budget	Updated Budget Balance
SJ County O&M Budget	$985,000	$73,551	$911,449	$0	$985,000	$911,449
Aquatic Weed Control – 5 Mile Slough	$54,000	$0	$54,000	$0	$54,000	$54,000
SJAFCA Admin	$329,500	$62,579	$266,921	$0	$329,500	$266,921
Emergencies or Additional Work Needed	$100,000	$0	$100,000	$0	$100,000	$100,000
Total Budget	**$1,468,500**	**$136,130**	**$1,332,370**	**$0**	**$1,468,500**	**$1,332,370**

FISCAL IMPACT

The Mid-Year Budget Update, for all funds, has no net budgetary impact because of the recommended modifications. Budget modifications presented within this report reflect the re-allocation of budget between categories and are administrative in nature to facilitate cost tracking and / or cover expenses incurred in similar or related categories.

By approving the Resolution (Exhibit A) attached to this staff report, the Board will adopt and approve the identified Mid-Year budget adjustments and related actions as presented within this report.

CEQA

The recommended action does not constitute a project under CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment, or a foreseeable indirect physical change in the environment. The approval of this agenda item does not commit SJAFCA to a definite course of action regarding a project and any subsequent acquisition will be assessed for environmental impacts at the time it is consummated.

MID-YEAR BUDGET REVIEW AND APPROVAL OF BUDGET ADJUSTMENTS FOR FISCAL YEAR 2025/26 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

PREPARED BY: Sylvia Razniak, Finance & Admin Manager
Adam Riley, Consultant



APPROVED:
DARREN SUEN, PE
EXECUTIVE DIRECTOR

SR:aar

Attachments:

Exhibit A – FY 2025/26 Mid-Year Budget Resolution

EXHIBIT A

RESOLUTION NO. SJAFCA 26-03

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

==========

RESOLUTION TO APPROVE THE PROPOSED MID-YEAR OPERATING FUND, LEVEE CONSTRUCTION AND MAINTENANCE ASSESSMENT, AND OPERATIONS AND MAINTENANCE ASSESSMENT DISTRICT FUNDS, AND CAPITAL BUDGET ADJUSTMENTS AND ASSOCIATED ACTIONS FOR FISCAL YEAR 2025/2026 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

1. That the previously approved Fiscal Year 2025/26 budgets for the San Joaquin Area Flood Control Agency's Operating Fund, Levee Construction and Maintenance Assessment District Fund, Operations and Maintenance Assessment District Fund, and Capital Improvement Program Fund budgets are modified and adjusted, and related actions are approved as described in the supporting January 22, 2026 staff report, incorporated by this reference.

2. That any further new appropriations and/or adjustments to the Agency's 2025-2026 fiscal year budget will be brought back before the Board for consideration and approval.

PASSED, APPROVED AND ADOPTED this 22nd day of JANUARY, 2026.

_____
,Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

_____
DARREN SUEN, PE, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:

_____
SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

DRAFT

Agenda Item 6.3

January 22, 2026

TO: San Joaquin Area Flood Control Agency
Board of Directors

FROM: Darren Suen, Executive Director

SUBJECT: **APPROVE THE PURCHASE OF REAL PROPERTY AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A PURCHASE AND SALE AGREEMENT BETWEEN THE AGENCY AND CITY OF STOCKTON FOR PORTION OF SAN JOAQUIN COUNTY ASSESSOR PARCEL NUMBER 071-140-170,**

RECOMMENDATION

It is recommended that the Board of Directors approve the purchase of real property and authorize the Executive Director to execute a purchase and sale agreement in substantially similar form as in Attachment 4 between SJAFCA and the City of Stockton, California regarding San Joaquin County Assessor Parcel Number 071-140-170.

SUMMARY

The recommended action involves the purchase of 73.84 +/- acres of real property from the overall 114.39 acres City of Stockton parcel for environmental mitigations of the San Joaquin River Basin, Lower San Joaquin River, California project. To conduct the recommended action, staff requests the Board approve the purchase of the real property and authorize the Executive Director to execute a purchase and sale agreement between SJAFCA and the City of Stockton.

The purchase price for the real property is at an appraised value of $738,400. All costs contributed in the real estate acquisition of mitigation properties is considered by USACE as creditable work. The cost of environmental mitigation is considered by US Army Corps of Engineers as In-Kind Credit (IKC) – project cost. USACE cost share is 65% and the none-federal sponsors' share is 35%. Under an existing inter-agency Agreement, the State of California is responsible for paying 70 percent of the (35%) cost of the acquired real property. The remaining 30 percent of the (35%) cost will be paid by SJAFCA. Once acquired, property interests in the Fourteen Mile Slough pump station parcel will support the on-going flood risk reduction improvements and other project components that will be constructed as part of the overall Lower San Joaquin, California Project (Project). The acquired property will be constructed by the US Army Corps of Engineers (USACE)to partially satisfy the compensatory mitigation for environmental impacts of the Project.

DISCUSSION

Background

The Project was authorized by Section 1401 (2) of the Water Resources Development Act (WRDA) of 2018 (Public Law (PL) 115-270). Federal funding was provided under Division D, Title I of the Consolidated Appropriations Act of 2021 (PL 116-260). The purpose of this project is to reduce the risk of flooding from seepage, instability, overtopping, and erosion of the levees along

the San Joaquin River, Calaveras River, Fourteen Mile Slough, Tenmile Slough (TS), French Camp Slough, Duck Creek, and Mosher Slough.

The Project will create unavoidable impacts to special-status species and associated habitats, requiring compensatory mitigation under the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). Adjacent to the Project, and available for purchase is a 114.39 +/- parcel a property owned by City of Stockton, APN 071-140-170. The parcel includes the Fourteen Mile Slough Pump Station. Out of 114.39 acres, SJAFCA plans to acquire 73.84 +/- acres for the development of a biological mitigation site to partially satisfy the compensatory mitigation needs of the Project.

The California Department of Water Resources (DWR) conducted a Phase I Environmental Site Assessment (ESA) of the property, followed by completion of a Phase II ESA in 2021 and 2024, respectively. Both reports concluded that there are no detectable contaminants on or in the property.

On January 30, 2025, USACE issued a Notice to the State of California and SJAFCA to acquire various real estate for development as mitigation properties, including a portion of the Fourteen Mile Slough Pump Station. This parcel is adjacent to the Fourteen Mile Slough proposed levee improvement and the proposed closure gate structure for the LSJR Project. The property is subsided and sits an average of 2 feet below sea level. It is surrounded by levees with access roads. Historically, the parcel was used by the City of Stockton as a wastewater treatment facility. In 1979, the City of Stockton modified its use to operate a pumping station (14 Mile Slough Pump Station) which requires a much smaller footprint.

Present Situation

As the Project evolved, the remaining unused portion of the14-Mile Slough Pump Station site emerged as a potential real property for the development of a biological mitigation site to partially satisfy the compensatory mitigation needs of the Project. In March 2025, Bender, Rosenthal Inc., a consulting team of right-of-way professionals supporting SJAFCA completed formal appraisal of the City-owned parcel of 73.84 +/-acres at a value of $738,400.

As appraisal and negotiations with representatives of the City of Stockton were underway, USACE completed the design of the Fourteen Mile Slough Pump Station parcel as a mitigation site and awarded construction to Landology, Inc. Following complete acquisition, USACE anticipates construction of the Fourteen Mile Slough Pump Station mitigation site to start in April 2026.

FINANCIAL IMPACT

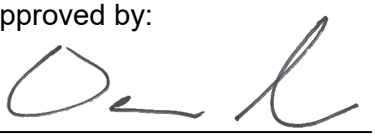
SJAFCA anticipates using funds from the Levee Construction and Maintenance Assessment (LCMA) account to execute the purchase. SJAFCA will true-up its reimbursement for the State's share through account reconciliation with the State of California.

CEQA

The environmental impacts of the LSJR Project were evaluated in the 2018 San Joaquin River Basin, Lower San Joaquin River, CA Final Integrated Interim Feasibility Report/Environmental Impact Statement/Environmental Impact Report (2018 LSJR IIFR/EIS/EIR), jointly prepared to comply with NEPA and CEQA by the United States Army Corps of Engineers (USACE) and their Non-Federal Sponsors, or NFS (SJAFCA and the Central Valley Flood Protection Board). The Lower San Joaquin River Reach TS30L Levee Improvement Project Supplemental Environmental Impact Report (TS30L SEIR), which tiered from the 2018 LSJR IIFR/EIS/EIR), evaluated the first phase of levee improvements for the LSJR Project, as well as evaluating several potential biological mitigation sites at a project-level, including a site referred to as the "14-Mile Slough Pump Station Site" (APN 071-140-170). The environmental effects of the development of the Fourteen Mile Slough Pump Station parcel as a biological mitigation site were therefore fully evaluated under CEQA in the TS30L SEIR, which was certified by SJAFCA's Board in September 2023. The Notice of Determination (attached) was recorded with the State Clearinghouse on September 29, 2023.

Prepared by: Omar Al-Hindi/Chris Elias

Approved by:



DARREN SUEN
EXECUTIVE DIRECTOR

Attachments:

1. Attachment A – SJAFCA Board Resolution Number 26-04
2. Exhibit A - Vicinity Map
3. Exhibit B - Property Map and Legal Description
4. Purchase and Sale Agreement
5. LSJR _Take Letter (January 30, 2025)
6. TS30L SEIR Notice of Determination

ATTACHMENT A

RESOLUTION NO. SJAFCA 26-04

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJAFCA), AS FOLLOWS:

1. Authorize the Executive Director to sign a Real Estate Purchase and Sale Agreement, in substantially similar form as in Attachment 4, subject to concurrence of agency counsel to acquire 73.84 +/- acre property (APN 071-140-170) from the City of Stockton for the purchase price of Seven Hundred Thirty-Eight Thousand Four Hundred and No/100th Dollars ($738,400), plus associated closing costs
2. Authorize the Executive Director to execute a Certificate of Acceptance for the Grant Deed for the property on behalf of the Board;
3. Authorize the Executive Director to record the Grant Deed with the County of San Joaquin Recorder's Office; and
4. Authorize the Executive Director to undertake all other actions and make all payments as may be required to implement the purpose of this resolution.

PASSED, APPROVED AND ADOPTED this _____ day of January 2026

AYES: Directors

NOES: Directors

ABSTAIN: Directors

ABSENT: Directors

_____
Chair of Board of Directors
San Joaquin Area Flood Control Agency

(SEAL)

ATTEST:

ATTACHMENT 1

RESOLUTION NO. SJAFCA 26-04

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

APPROVE THE PURCHASE OF REAL PROPERTY AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A PURCHASE AND SALE AGREEMENT BETWEEN THE AGENCY AND CITY OF STOCKTON FOR PORTION OF SAN JOAQUIN COUNTY ASSESSOR PARCEL NUMBER 071-140-170

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJAFCA), AS FOLLOWS:

1. Authorize the Executive Director to sign a Real Estate Purchase and Sale Agreement, in substantially similar form as in Attachment 4, subject to concurrence of agency counsel to acquire 73.84 +/- acre property (APN 071-140-170) from the City of Stockton for the purchase price of Seven Hundred Thirty-Eight Thousand Four Hundred and No/100th Dollars ($738,400), plus associated closing costs
2. Authorize the Executive Director to execute a Certificate of Acceptance for the Grant Deed for the property on behalf of the Board;
3. Authorize the Executive Director to record the Grant Deed with the County of San Joaquin Recorder's Office; and
4. Authorize the Executive Director to undertake all other actions and make all payments as may be required to implement the purpose of this resolution.

PASSED, APPROVED AND ADOPTED this ____22ND_____ day of January 2026

AYES: Directors

NOES: Directors

ABSTAIN: Directors

ABSENT: Directors

_____

Chair of Board of Directors
San Joaquin Area Flood Control Agency

(SEAL)

ATTEST:

AGENDA ITEM 6.3

DRAFT

City of Stockton, CA

Vicinity Map



Property Information

Property ID	07114017-9494
Location	4061 BROOKSIDE RD
Owner	STOCKTON, CITY OF

EXHIBIT "B"
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MITIGATION PARCEL
PORTION OF APN 071-140-17

LEGAL DESCRIPTION

All that property situate in Section 24, Township 2 North, Range 5 East, Mount Diablo Meridian, County of San Joaquin, State of California, being a portion of that certain GRANT DEED to the CITY OF STOCKTON recorded April 10, 1958, in Book 2058, at Page 393, Official Records of San Joaquin County, more particularly described as follows:

COMMENCING at a found 3/4" iron rod with cap stamped L.S. 7269 being a witness corner for the most easterly corner of PARCEL 2 as shown on that certain Record of Survey filed December 16, 2022 in Book 40 of Surveys, at Page 122, Official Records of San Joaquin County;

thence along the southerly line of said PARCEL 2, North 60°31'49" East, 25.00 feet to the most easterly corner of said Parcel 2, also being the most southerly corner of "CAMP 4" as shown on that certain map titled "MAP OF SURVEY DIVISION OF VIGNOLO & CORTOPASSI PROPERTY ON THE WRIGHT TRACT" filed January 22, 1957, in Book of Surveys, Volume 10 at Page 173, Official Records of San Joaquin County;

thence along the southerly line of said "CAMP 4", North 60°30'09" East, 4438.50 feet to the most southerly corner of said GRANT DEED;

thence along the westerly line of said GRANT DEED, North 28°48'27" West, 102.28 feet to the **POINT OF BEGINNING**;

thence continuing along said westerly line North 28°48'27" West, 2268.94 feet to a point on the left bank of Fourteen Mile Slough as shown on said map titled "MAP OF SURVEY DIVISION OF VIGNOLO & CORTOPASSI PROPERTY ON THE WRIGHT TRACT" ;

thence along said left bank the following twenty one (21) courses:

1) North 79°09'32" East, 63.11 feet;
2) North 69°15'08" East, 91.47 feet;
3) North 59°44'25" East, 67.96 feet;

4) North 55°23'17" East, 81.94 feet;
5) North 52°49'58" East, 135.44 feet;
6) North 49°18’35” East, 74.03 feet;
7) North 52°57'49" East, 76.16 feet;
8) North 61°51'56" East, 23.01 feet;
9) North 67°59'36" East, 21.70 feet;
10) North 74°22'10" East, 46.81 feet;
11) North 84°15'45" East, 122.25 feet;
12) South 79°53'48" East, 87.90 feet;
13) South 77°56'53" East, 75.07 feet;
14) South 83°28'12" East, 89.53 feet;
15) South 88°27'48" East, 44.44 feet;
16) North 83°28'07" East, 68.01 feet;
17) North 79°48'28" East, 140.90 feet;
18) North 88°43'12" East, 14.89 feet;
19) North 77°11'43" East, 136.48 feet;
20) North 85°07'31" East, 45.74 feet;
21) North 80°20'30" East, 70.05 feet;

thence leaving said left bank the following seven (7) courses:

1) South 0°47'08" East, 231.80 feet to the beginning of a curve to the left, having a radius of 340.00 feet;
2) Along said curve southeasterly, through a central angle of 60°47'43", and an arc distance of 360.77 feet, having a chord bearing of N31°11’00” West and a chord length of 344.08 feet.
3) South 61°34'51" East, 844.59 feet;
4) South 0°37'13" East, 561.13 feet;
5) South 17°11'12" East, 60.98 feet;
6) South 60°31'25" West, 1465.88 feet;
7) South 24°50'00" West, 110.89 feet to the **POINT OF BEGINNING**.

Subject to easements and rights of way per record.

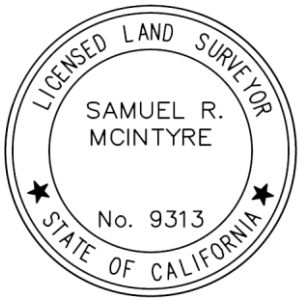
Containing 73.84 acres, more or less.

The Basis of Bearings for this description is based upon the California Coordinate System of 1983, CCS(2011 adjustment), Zone III, Epoch 2017.50, in accordance with the California Public Resources Code §§ 8801-8819 . All distances cited hereon are grid distances in US Survey Feet. Divide grid distances by the combined scale factor of 0.9999442 to obtain ground level distances.

Shown graphically on Exhibit B, attached hereto and made a part hereof.

This real property description was prepared at Mark Thomas & Company Inc. by me or under my direction in conformance with the Professional Land Surveyors Act.

Mark Thomas & Company, Inc.



Samuel R. McIntyre, LS 9313

September 12, 2025

Date

PORTION OF SECTION 24, T2N, R5E M.D.B.M.

LINE TABLE

L1	N60°31'49"E 25.00'	L21	N79°48'28"E 140.90'
L2	N60°30'09"E 4438.50'	L22	N88°43'12"E 14.89'
L3	N28°48'27"W 102.28'	L23	N77°11'43"E 136.48'
L4	N28°48'27"W 2268.94'	L24	N85°07'31"E 45.74'
L5	N79°09'32"E 63.11'	L25	N80°20'30"E 70.05'
L6	N69°15'08"E 91.47'	L26	S00°47'08"E 231.80'
L7	N59°44'25"E 67.96'	L27	S61°34'51"E 844.59'
L8	N55°23'17"E 81.94'	L28	S00°37'13"E 561.13'
L9	N52°49'58"E 135.44'	L29	S17°11'12"E 60.98'
L10	N49°18'35"E 74.03'	L30	S60°31'25"W 1465.88'
L11	N52°57'49"E 76.16'	L31	S24°50'00"W 110.89'
L12	N61°51'56"E 23.01'		
L13	N67°59'36"E 21.70'		
L14	N74°22'10"E 46.81'		
L15	N84°15'45"E 122.25'		
L16	S79°53'48"E 87.90'		
L17	S77°56'53"E 75.07'		
L18	S83°28'12"E 89.53'		
L19	S88°27'48"E 44.44'		
L20	N83°28'07"E 68.01'		

CURVE TABLE

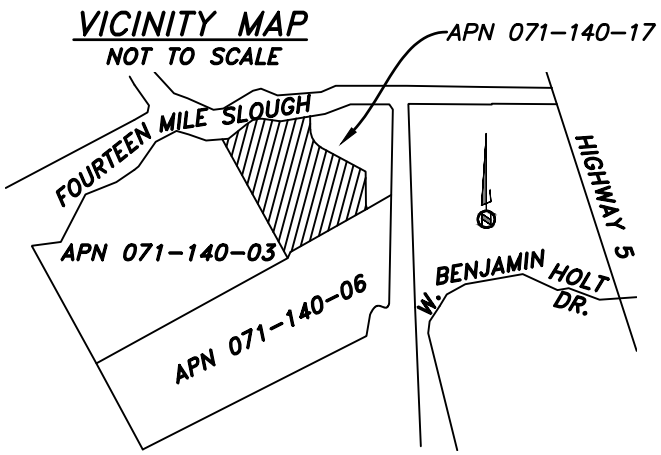
	R=340.00'
	Δ=060°47'43"
C1	L=360.77'
	CB=N31°11'00"W
	CH=344.08'

LICENSED LAND SURVEYOR
SAMUEL R. MCINTYRE
No. 9313
STATE OF CALIFORNIA

LEGEND

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
⊙	FOUND MONUMENT AS NOTED
○	DIMENSION POINT
▨	PARCEL TO BE TRANSFERRED
RS	RECORD OF SURVEY
O.R.	OFFICIAL RECORDS
APN	ASSESSORS PARCEL NUMBER

VICINITY MAP
NOT TO SCALE



THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS(2011 ADJUSTMENT), ZONE III, EPOCH 2017.50, IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE §§ 8801-8819 . ALL DISTANCES CITED HEREON ARE GRID DISTANCES IN US SURVEY FEET. DIVIDE GRID DISTANCES BY THE COMBINED SCALE FACTOR OF 0.9999442 TO OBTAIN GROUND LEVEL DISTANCES.

NO.	REV. DATE	BY	APRVD.

DWG. BY BK
CK. BY SM
SCALE NO SCALE

EXHIBIT B
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MITIGATION PARCEL
PORTION OF APN 071-140-17
PLAT TO ACCOMPANY LEGAL DESCRIPTION

CITY OF STOCKTON
DEPARTMENT OF PUBLIC WORKS

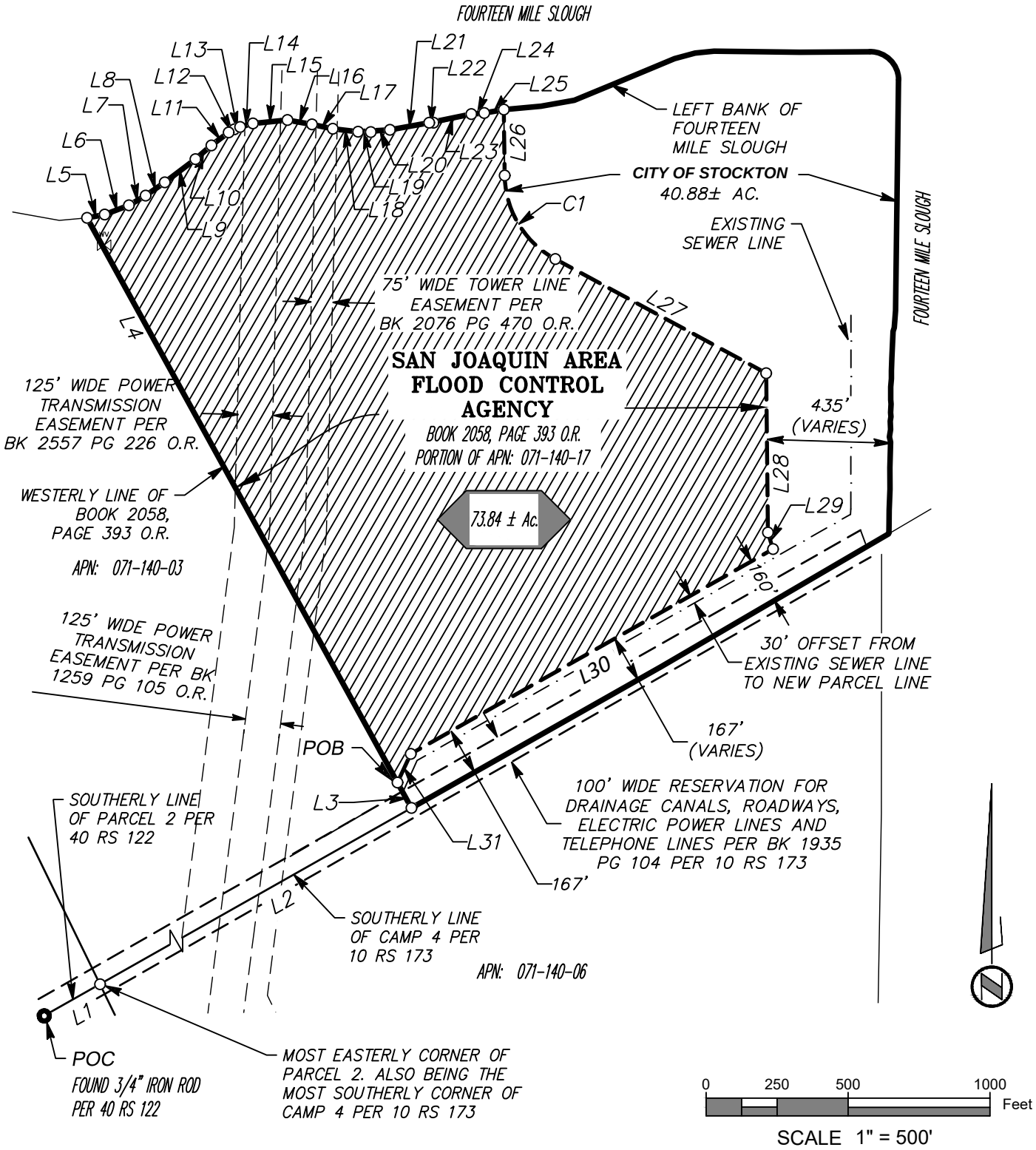
APPROVED BY

CITY ENGINEER

DATE 09/12/25

DRAWING NO.

PORTION OF SECTION 24, T2N, R5E M.D.B.M.



SHEET 2 OF 2

NO.	REV. DATE	BY	APRVD.

EXHIBIT B
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MITIGATION PARCEL
PORTION OF APN 071-140-17
PLAT TO ACCOMPANY LEGAL DESCRIPTION

APPROVED BY

CITY ENGINEER

DWG. BY BK

CK. BY SM

SCALE 1" = 500'

CITY OF STOCKTON
DEPARTMENT OF PUBLIC WORKS

DATE 09/12/25

DRAWING NO.

PURCHASE AND SALE AGREEMENT
(6461 Brookside Road and APN: 071-140-170)

KEY PROVISIONS SUMMARY

Effective Date (Section 15.15)	The date this Agreement is executed by the last to sign of Buyer and Seller (as indicated by the date associated with such Party's signature) as shown on the signature page(s) attached hereto	
Seller	City of Stockton, a municipal corporation	
Buyer	San Joaquin Area Flood Control Agency, a Joint Powers Authority	
Property	That certain real property containing approximately 73.84 acres located at 6461 Brookside Road, Stockton, California (San Joaquin County tax parcel number 071-140-170) as more particularly described by a legal description from a deed/title policy attached hereto as Exhibit A and as depicted on the site plan or survey attached hereto as Exhibit B	
Escrow Agent	Ann Kay First American Title 3000 West Man Street Visalia, CA 93291	
Purchase Price (Section 4)	$739,000	
Closing Date (Section 8.1)	60 Days After Effective Date	
Notices (Section 11)	Seller:	Buyer:
	City of Stockton, a municipal corporation Attention: Tina McCarty Director of Economic Development 425 N. El Dorado Street, 1st floor Address: Stockton, CA 95202 Email: Tina.McCarty@stocktonca.gov	San Joaquin Area Flood Control Agency Attention: Darren Suen Executive Director 2800 West March Lane, Suite 200 Stockton, CA 95219 Email: Darren.suen@sjafca.org
Exhibits:	Exhibit A – Legal Description of Property Exhibit B – Site Plan or Survey of Property Exhibit C – Form of Deed Exhibit D – Easement Area – Levee Exhibit E – Easement Deed	

PURCHASE AND SALE AGREEMENT

***(6461 Brookside Road, Stockton, CA and APN 071-140-170* "Property")**

This Purchase and Sale Agreement ("Agreement") is made by and between City of Stockton, a municipal corporation ("Seller") and San Joaquin Area Flood Control Agency, a Joint Powers Authority ("Buyer"), referred to individually as a "Party" and collectively as the "Parties", to be effective as of _____, 2026, which is the date mutually executed by the Parties ("Effective Date").

The Parties agree as follows:

1. Key Provisions Summary; Enumeration of Exhibits. References in the body of this Agreement to a portion of the Key Provisions Summary (e.g., the defined terms in the left-hand column of the Key Provisions Summary) shall be deemed and construed to incorporate all the terms provided under each such referenced portion of the Key Provisions Summary. References in the Key Provisions Summary to a portion of the body of this Agreement (e.g., Section references in the right-hand column of the Key Provisions Summary) shall be deemed and construed to incorporate all the terms provided under each such referenced portion of the body of this Agreement. Notwithstanding anything set forth above, if there is any inconsistency between the Key Provisions Summary and another portion of this Agreement, the terms of the Key Provisions Summary shall control. The Exhibits enumerated in the Key Provisions Summary and attached to this Agreement are incorporated in this Agreement by reference and are to be construed as a part of this Agreement. Each Party shall perform any obligations on its part as set forth in any and all such Exhibits. **Except where otherwise expressly provided for in this Agreement, any consent or approval required under this Agreement shall not be unreasonably withheld, delayed, or conditioned.**

2. Agreement of Sale and Purchase. Subject to the terms and conditions of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property.

2.1 Representations and Warranties. Seller represents and warrants as follows:

(a) As of the Closing, (i) the Property is not in violation of any Environmental Laws; (ii) the Property is not now, nor to the best of Seller's knowledge has it ever been, used in any manner for the manufacture, use, storage, discharge, deposit, transportation, or disposal of any Hazardous Substances; (iii) there has been no release and there is no threatened release of any Hazardous Substances in, on, under, or about the Property; (iv) the Property does not consist of any landfill or of any building materials that contain Hazardous Substances; and (v) the Property is not subject to any claim by any governmental regulatory agency or third party related to the release or threatened release of any Hazardous Substances.

(i) For the purposes of this Agreement, the term "Hazardous Substances" means any chemical substance, material, controlled substance, object, condition, waste, living organism, or combination thereof which is or may be hazardous to human health or safety or to the environment due to its ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, reproductive toxicity, infectiousness, radioactivity, or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, and polychlorinated biphenyls (PCBs), which are now

or may become in the future listed, defined or regulated in any manner by any Environmental Law or regulation.

(ii) For the purposes of this Agreement, the term "Environmental Law(s)" means any and all federal, state and local environmental, health, or safety related laws, regulations, ordinances, codes, decrees, directives, standards, rules, guidelines, permits, and decisions of federal and state courts as currently existing and as may be amended, enacted, issued or adopted in the future, which due to the presence or potential presence of Hazardous Substances are or become applicable to the Property or persons or entities who own, occupy, use, visit, or work on or in the Property. Environmental Laws include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") as set forth in 42 USCA 9601 *et seq.,* the California Hazardous Waste Control

(b) Seller has received no notice that there are now, and at the time of the Closing will be, no material violations of any laws, rules, or regulations applicable to the Property.

(c) To the best of Seller's knowledge, there are no easements or rights of way which have been acquired by prescription or which are otherwise not of record with respect to the Property. There are no disputes with regard to the location of any fence or other monument on the Property's boundary nor any claims or actions involving the location of any fence or boundary.

(d) Seller is the legal and equitable owner of the Property, with full right to convey the same, and, without limiting the generality of the foregoing, Seller has not granted any option or right of first refusal or first opportunity to any third party to acquire any interest in any of the Property.

(e) Other than as expressly set forth in this Agreement, Seller has not made, does not make, and has not authorized anyone else to make any representation as to the present or future physical condition, value, presence or absence of Hazardous Substances, violation of any Environmental Laws, leasing, operation, use, tax status, income and expenses, or any other matter or thing pertaining to the Property. Buyer acknowledges that other than the representations and warranties of Seller set forth in this Agreement, no other representation or warranty has been made by Seller and that in entering into this Agreement Buyer does not rely on any other representation or warranty.

(f) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF THE CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE OF THE PROPERTY BEING ACQUIRED BY BUYER.

3. Escrow Agent Terms.

3.1. In connection with this escrow, Buyer and Seller shall execute such additional documents as Escrow Agent may reasonably request. If, at any time, there exists any dispute or contradiction among the Parties hereto with respect to the holding or disposition of the funds for Closing, or if at any time Escrow Agent is unable to determine to Escrow Agent's sole satisfaction the proper disposition of the funds for Closing, or Escrow Agent's proper actions with respect to its obligations hereunder, then Escrow Agent may, in its sole discretion, resign as

Escrow Agent hereunder by delivery of written notice to all Parties hereto, and upon such resignation, Escrow Agent shall pay the funds for Closing and all interest, if any, earned thereon to (i) any court of competent jurisdiction for holding and disposition in accordance with the instructions of such court, or (ii) any successor escrow agent designated mutually among the Parties hereto for holding and disposition in accordance herewith or any successor escrow agreement. Upon such resignation, Escrow Agent has no further obligations under this Agreement.

4. Purchase Price.

4.1. Purchase Price. The total purchase price to be paid by Buyer for the Property shall be Seven Hundred Thirty-Nine Thousand Dollars and no/100's ($739,000) **("Purchase Price")** which shall be paid as provided in this Section 4.

4.2. Delivery of Purchase Price to Escrow. The Purchase Price for the Property is payable on the Closing Date. Seller shall provide wire instructions to Escrow Agent prior to Closing. Buyer shall deposit the Purchase Price with Escrow Agent at least one (1) business day before the Closing Date. The Purchase Price shall be invested by Escrow Agent in an interest-bearing account acceptable to Buyer with all interest accruing thereon for the benefit of Buyer to be credit at Closing to the Purchase Price. If the transaction contemplated by this Agreement fails to occur by reason of the non-satisfaction of a Condition Precedent (as defined in Section 4.3) or terminates for any other reason except Buyer's default, then Escrow Agent shall refund the funds and all interest earned thereon to Buyer subject to payment of escrow cancellation fees and costs.

4.3. Conditions to Close. The items listed below are conditions precedent to Buyer's obligation to purchase the Property ("Conditions Precedent"). If any Condition Precedent is not satisfied, Buyer shall have the right in its sole discretion either to waive in writing the Condition Precedent in question and proceed with the purchase or, in the alternative, to terminate this Agreement by written notice to Seller and Escrow Agent.

(a) Title Company shall be committed at the Closing to issue to Buyer, or its nominee, the Title Policy provided in Section 6.2.

(b) The transactions contemplated herein shall have been approved by Buyer's Board of Directors, in its sole discretion.

(c) Seller shall have delivered all items necessary for the Closing.

5. Costs and Pro-Rations at Closing.

5.1. Transfer Taxes, Recording Fees and Other Fees. Seller shall pay the cost to prepare the Deed from Seller, and the cost of recording all documents necessary to correct or remove defects in or encumbrances upon Seller's title to the Property (if applicable). Buyer shall pay the cost of any title examination fees or other due diligence costs (including but not limited to any survey obtained by Buyer), the cost of any title insurance obtained by Buyer, the cost of preparing and/or recording all documents to be recorded other than those referred to in the preceding sentence, all escrow fees, and any other costs related to the Closing. Each Party shall pay its own attorney's fees. Buyer hereby represents to Seller that the sale of the Property by Seller to Buyer is exempt from documentary transfer taxes.

5.2. Taxes. Ad valorem taxes and assessments ("**Taxes**") assessed against the Property for the year in which Closing occurs will be pro-rated on a calendar year or fiscal year basis, as applicable, as of the day of Closing, with Seller charged at Closing for the portion of such Taxes for the year in which Closing occurs that are outstanding and attributable to the period prior to the Closing Date (and with Seller credited at Closing for the portion of Taxes for the year in which Closing occurs that were paid by Seller prior to Closing and are attributable to the period on or after the Closing Date). If tax bills/notices/assessments have not yet been issued for the current calendar or fiscal year as of Closing, such taxes charged to (or credited to) Seller at Closing shall be pro-rated at Closing based upon the most recent tax bill/notice/assessment available as of the Closing Date, which shall be deemed conclusive between Seller and Buyer for all purposes. Buyer hereby represents to Seller that Buyer is not required to pay Taxes on real property it owns in the City of Stockton; as such, Buyer shall not be charged at Closing for any Taxes assessed against the Property for the year in which Closing occurs attributable to the period on and after the Closing Date.

5.3. Utilities. If any utility services are presently being provided to the Property, Seller will pay for such services through the Closing Date, but thereafter any such services in the name of Seller will be terminated. Notwithstanding the foregoing, Buyer shall transfer all utility services at the Property to Buyer as of the Closing Date. If Buyer fails to so transfer the utility services, Buyer shall indemnify, hold harmless, pay, and reimburse Seller, its agents, employees, and contractors, from, for, and against any and all suits, actions, claims, costs, fees, sums, amounts, losses, causes of action, damages, liabilities, and expenses (including reasonable attorneys' fees, court costs, and alternative dispute resolution expenses) caused in whole or in part or arising directly or indirectly out of Buyer's failure to so transfer such utilities. The foregoing indemnification obligations of Buyer survive Closing.

6. Conveyance of Title.

6.1. Deed. Seller shall convey marketable and insurable fee simple title to the Property to Buyer by grant deed in the form attached hereto as Exhibit C (the "**Deed**"), subject to Taxes for the year of Closing which will be pro-rated between the Parties at Closing as provided in Section 5.2 above and subject to matters of survey, easements, encumbrances, restrictions, and any other matters of record, other than defects and encumbrances to be removed, corrected and/or satisfied in accordance with this Section 6. Seller shall not cause or permit any other defects in or liens, encumbrances, or limitations upon Seller's title to the Property to arise from and after the Effective Date.

6.2. Title Insurance. Delivery of title in accordance with the proceeding Section shall be evidenced by the commitment of First American Title (the "Title Company") in its capacity as title insurer to issue to Agency, or its nominee, a CLTA owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price, insuring fee simple title in Buyer, or its nominee, free of the liens of any and all deeds of trust, mortgages, assignments of rents, financing statements, creditor's claims, rights of tenants or other occupants and all other exceptions, liens, and encumbrances.

6.3. Existing Leases. Seller agrees that any and all existing leases which include the Property shall be amended and/or terminated as may be necessary to make

such lease(s) subject to Buyer's property rights. If any such lease is not so amended, Buyer shall have the right to terminate this Agreement.**7. Indemnity.**

7.1. Buyer's Indemnification. Buyer shall indemnify, hold harmless, pay, and reimburse Seller, its agents, employees, and contractors, from, for, and against any and all suits, actions, claims, costs, fees, sums, amounts, lessees, cause of action, damages, liabilities, and expenses (including reasonable attorneys' fees, court costs, and alternative dispute resolution expenses) caused or arising out of Buyer, or its officers, officials, agents, employees, consultants or contractors entering upon the Property prior to Closing, except to the extent caused by Seller's sole negligence or willful misconduct.

7.2. Seller's Indemnification. Seller shall indemnify, defend, and hold harmless Buyer, its employees, officers, and agent, and their respective successors and assigns, from and against any and all liabilities, claims, demands, damages, liens, costs, penalties, losses and expenses, including, without limitation, reasonable attorney fees and consultant fees, resulting from any misrepresentation or breach of warranty or breach of covenant made by Seller in this Agreement.

8. Closing.

8.1. Closing Date. The Closing (the "**Closing**") of the acquisition will occur, if at all, at the offices of Escrow Agent. The date of Closing is 60 days after the Effective Date. The Closing Date may not be extended without the prior written approval of both Seller and Buyer, except as otherwise provided in this Agreement.

8.2. Closing Documents. Seller shall execute and deliver to Escrow Agent at Closing the Deed, a customary owner's affidavit with respect to the Property, an affidavit evidencing Seller's non-foreign status for federal tax purposes. At or prior to Closing, each Party shall deliver to Escrow Agent such other documents reasonably required by the other Party or Escrow Agent to establish the authority of such Party to enter into and close the transactions contemplated hereby and to complete and evidence the acquisition of the Property contemplated hereby, including, without limitation, a closing statement and such other documents as are reasonably necessary or appropriate to satisfy applicable federal requirements for the reporting of real estate transactions.

9. Option to Purchase Adjacent Levee Easement if the United States Army Corps of Engineers (USACE) provides a "Take Letter "to Buyer stating a levee easement is required from Seller on this parcel," then these conditions apply.

9.1 Grant of Option. Seller hereby grants to Buyer an exclusive and irrevocable option (the "Option") to purchase a permanent levee easement (the "Easement") over, under, and across a portion of real property owned by Seller and located adjacent to the Property being conveyed under this Agreement (the "Easement Area"), as generally depicted in *Exhibit D* attached hereto and incorporated herein by this reference.

9.2 Purpose of Easement. The Easement shall be for the purpose of construction, operation, maintenance, repair, inspection, and improvement of a flood control levee and related infrastructure, including but not limited to access roads, drainage facilities, and erosion control measures, in accordance with applicable federal, state, and local laws and regulations.

9.3 Term of Option. The Option shall commence upon the Closing Date of this Agreement and is dependent on when Buyer receives the "Take Letter" that delineates the levee requirements from the USACE and shall remain in effect for a period of 48 ***months*** thereafter (the "Option Period"), unless extended by mutual written agreement of the Parties.

9.4 Exercise of Option. Buyer may exercise the Option at any time during the Option Period by delivering written notice to Seller (the "Option Notice"). Upon receipt of the Option Notice, the Parties shall cooperate in good faith to finalize and execute a separate easement agreement consistent with the terms set forth herein, and subject to City Council approval.

9.5 Easement Terms. The Easement shall: (1) be perpetual and non-exclusive; (2) burden the Easement Area as legally described and surveyed following exercise of the Option; (3) include the right of ingress and egress for personnel, vehicles, and equipment; (4) permit the installation and maintenance of signage, fencing, and other improvements necessary for levee operations; (5) be subject to reasonable conditions imposed by Seller that do not materially interfere with the intended use; and (f) not interfere with Seller's access to or operation of Seller's pump station located adjacent to the Easement Area generally depicted in Exhibit D.

9.6 Easement Purchase Price. If Buyer exercises the Option, Buyer shall pay to Seller the fair market value of the Easement Area, as determined by an independent appraisal ("Easement Purchase Price"). Within 60 days of Buyer's notice to exercise the Option, the Parties shall jointly select a licensed and certified appraiser. The appraiser shall determine the fair market value of the parcel as of the date of the Option Notice.

The appraisal costs shall be shared equally by the Buyer and Seller unless otherwise agreed. an amount as mutually agreed upon through the commissioning of an appraisal or commensurate methodology

9.7 Conveyance and Recordation. Upon exercise of the Option and payment of the Easement Purchase Price, Seller shall execute and deliver to Buyer an easement deed in a form acceptable to Buyer and substantially similar to Exhibit E attached hereto, and incorporated by reference, and suitable for recordation in the Official Records of San Joaquin County, free and clear of all liens and encumbrances except those approved by Buyer.

9.8 Binding Effect. This Option shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any public agency or district authorized to operate and maintain flood control infrastructure.

10. Assignment. Buyer shall not assign Buyer's rights under this Agreement without Seller's prior written consent, which shall not be unreasonably withheld.

11. Notices.

11.1. Written Notice; Delivery Methods. Each Party giving or making any notice, request, demand, consent, approval, or other communication (each, a "**Notice**" (but sometimes "**notice**")) pursuant to this Agreement shall: (i) give the Notice in writing; (ii) cause the Notice to be signed by an authorized representative of the sending Party (the sending Party's attorney is authorized to sign and send a Notice on behalf of the sending Party); and (iii) use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: (a) personal delivery; (b) Certified Mail, return receipt requested, with postage paid; (c) nationally recognized overnight courier, with all fees paid; or (d) email (but only if a Party's email address is included in its notice address in the Key Provisions Summary or is otherwise provided to the other Party by a Notice).

11.2. Addresses. Each Party giving a Notice shall address the Notice to the appropriate person at the receiving Party (the "**Addressee**") at the address(es) listed in the Notice Addresses section of the Key Provisions Summary or to another Addressee or at another address as designated by a Party in a Notice pursuant to this Section 11.

11.3. Effectiveness of a Notice. Except as provided elsewhere in this Agreement, a Notice is effective only if (i) the Party giving the Notice has complied with the two subsections set forth above and (ii) the Notice is deemed to have been received by the Addressee. A Notice is deemed to have been received by the Addressee as follows: (a) if a Notice is delivered in person, sent by Certified Mail, or sent by nationally recognized overnight courier: on the earlier of the date of delivery or the date the Notice is available for pickup, all as evidenced by the records of the delivering person or entity; (b) if a Notice is sent by email: on the date the email Notice is sent to the Addressee's email address; and (c) if the Addressee rejects or otherwise refuses to accept the Notice (e.g., if the Addressee does not pick up the Notice timely), or if the Notice cannot be delivered because of a change in address for which no Notice was given: upon the rejection, refusal, or inability to deliver the Notice, which shall be deemed to be the date of rejection, refusal, inability to deliver, or availability for pickup, all as evidenced by the records of the delivering person or entity. If a Notice is sent by email, the Party sending the Notice also must send, unless such requirement is waived in a return email from the receiving Party, a confirmation copy of the Notice by one of the other methods in the first subsection set forth above within three (3) business days after the send date of the email, but the lack of delivery of such other Notice does not negate the email Notice.

11.4. Delivery Time of Notice. Notwithstanding the foregoing, if any Notice is received after 5:00 p.m. on a Business Day where the Addressee is located, or on a day that is not a Business Day where the Addressee is located, then the Notice is deemed received at 9:00 a.m. on the next Business Day where the Addressee is located.

12. Additional Terms.

12.1. Successors or Assigns. The terms, conditions, covenants, and agreements of this Agreement extend to and are binding upon Seller, Buyer, and their respective heirs, administrators, executors, legal representatives, and permitted successors and assigns, if any.

12.2. Severability. If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this Section 15.2, the rest of this Agreement is to

remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

12.3. Waiver. The Parties may waive any provision of this Agreement only by a writing executed by the Party or Parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Agreement, and no act, omission, or course of dealing between the Parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person or entity.

12.4. Amendment. The Parties may amend this Agreement only by a written agreement of the Parties that identifies itself as an amendment to this Agreement.

12.5. Headings & Interpretation. The descriptive headings/captions of the sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation. Whenever used in this Agreement: (i) the words "herein", "hereof", and similar words refer to this Agreement in its entirety and not solely to any specific sentence, paragraph, or section; (ii) the words "include," "includes," and "including" mean considered as part of a larger group, incorporate "without limitation", and are not limited to the items recited (it being the intention of the Parties that each hereby waives the benefits of Section 3534 of the California Civil Code); (iii) the word "shall" means "is obligated to"; (iv) the word "may" means "is permitted to, but is not obligated to"; and (v) unless otherwise noted reference to a specific Section or Exhibit is a reference to a Section or Exhibit in this Agreement.

12.6. Choice of Law. The laws of the state, commonwealth, or jurisdiction where the Property is located (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including its interpretation, construction, performance, and enforcement.

12.7. Authority to Execute. Each Party represents to the other Party that this Agreement: (i) resulted from an arm's-length negotiation; (ii) has been duly authorized, executed, and delivered by and on behalf of such Party; and (iii) constitutes the valid, binding, and enforceable agreement of such Party in accordance with the terms of this Agreement. In addition, Seller represents to Buyer that Seller has the full right, power, and authority to enter into this Agreement without the necessity of obtaining any third party approval (other than those already obtained by Seller) and that the terms of this Agreement do not violate any agreement, loan, condition, covenant, restriction, exclusive, or any other agreement or provisions which existed prior to the date of this Agreement.

12.8. No Construction Against Drafting Party. Seller and Buyer acknowledge that each of them and their respective counsel have had an opportunity to review this Agreement and that this Agreement will not be construed for or against either Party merely because such Party prepared or drafted this Agreement or any particular provision thereof.

12.9. Counterparts & Digital Signatures. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all Parties need not appear on the same counterpart. This Agreement is valid, binding, and enforceable against a Party only when executed by an authorized individual on behalf of a Party by means of (i) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state

enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature has for all purposes the same validity, legal effect, and admissibility in evidence as an original manual signature. This Agreement is effective upon delivery of one executed counterpart from each Party to the other Party(ies) In proving this Agreement, a Party must produce or account only for the executed counterpart of the Party to be charged.

12.10. Damages. Notwithstanding anything set forth in this Agreement to the contrary, neither Party is liable to other for any special, indirect, punitive, consequential damages.

12.11. Time of the Essence. Time is of the essence in this Agreement.

12.12. Business Days. "**Business Day**" (or "**business day**") means any day other than a Saturday, Sunday or any other day on which Buyer's administrative offices or Escrow Agent is not open for business. In the event any date, deadline or due date set forth in this Agreement falls on a day that is not a Business Day, then such deadline or due date shall automatically be extended to the next Business Day.

12.14. Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person or legal entity other than the signatories.

12.15. Effective Date. As used herein, the term "Effective Date" shall mean the date of the execution of this Agreement by both parties. If Buyer or Seller signs this Agreement but fails to date its signature then the date that the second Party to sign receives the other Party's undated signature will be deemed to be the date of the undated signature and the second Party to sign may inscribe such date as the date associated with the undated signature; provided, however, that if only one of Buyer or Seller dates its signature below, then such date is deemed to be the Effective Date of this Agreement.

12.16. Anti-Money Laundering, Sanctions, and Anti-Corruption.

12.16.1. "**AML Laws**" means all U.S. anti-money laundering laws that criminalize money laundering or any predicate crimes to money laundering. "**Anti-Corruption Laws**" means the U.S. Foreign Corrupt Practices Act and any similar applicable statute, rule, or regulation relating to bribery or corruption. "**Sanctions**" means any economic, trade, or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes, or anti-terrorism laws imposed from time to time by the United States government including but not limited to those administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. Each Party represents to the other Party that it is not a target of Sanctions and will not directly or indirectly transfer any of its interest in the Agreement to a target of Sanctions. At all times during the term of this Agreement each Party shall not violate applicable Sanctions, AML Laws, or Anti-Corruption Laws to the extent that such violation results in it being unlawful for the non-violating Party to transact business under the Agreement with the violating Party. If a violation occurs that results in it being unlawful for the non-violating Party to transact business under the Agreement with the violating Party, the non-violating Party may suspend, upon written notice thereof to the violating Party, any monetary obligations under the Agreement until such time as the violating Party is no longer in violation. In addition, if such violation is not cured promptly, the non-violating Party may terminate the Agreement upon prior written notice thereof to the violating Party.

12.16.2. "**Sanctions Info**" means (i) full legal name, (ii) TIN/SSN for an entity or individual, as applicable, that is a Party to the Agreement, and (iii) full current business street address. "**Entity Signatory**" (collectively, "**Entity Signatories**") means an entity that executes this Agreement directly or indirectly for an entity Party. Buyer shall, prior to execution of this Agreement, deliver to Seller a notice setting forth Sanctions Info for all entities and individuals that are a Party to the Agreement and for all Entity Signatories (e.g., if the entity executing this Agreement is John Smith LLC (the entity Party) by Peter Jones LLC, its sole manager (the Entity Signatory), by Jack Miller, its sole manager, then the notice must include Sanctions Info for John Smith LLC and for Peter Jones LLC, but not for Jack Miller). Thereafter, each Party shall, within five (5) business days after receipt of written notice thereof from the other Party, deliver to the requesting Party a notice setting forth the Sanctions Info (see example above) for all entities and individuals that are a Party to the Agreement and for all Entity Signatories.

13. Merger/Prior Agreements. THIS AGREEMENT CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER HEREOF. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS AGREEMENT. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS AGREEMENT ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS AGREEMENT. THE PROVISIONS OF THIS AGREEMENT MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS AGREEMENT, THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT. THERE IS NO CONDITION PRECEDENT TO THE EFFECTIVENESS OF THIS AGREEMENT OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT.

The Parties hereby execute this Agreement as of the dates set forth below.

Seller:
CITY OF STOCKTON,
a municipal corporation

By: _____

Print Name: _____

Title: _____

Date: _____

Buyer:
SAN JOAQUIN AREA FLOOD CONTROL AGENCY, a Joint Powers Authority
ENTITY TYPE

By: _____

Print Name: Darren Suen

Title: Executive Director

Date: _____

Escrow Agent:

FIRST AMERICAN TITLE COMPANY

By: _____

Print Name: Ann Kay

Title: Executive Director

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT "A"
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MITIGATION PARCEL
PORTION OF APN 071-140-17

LEGAL DESCRIPTION

All that property situate in Section 24, Township 2 North, Range 5 East, Mount Diablo Meridian, County of San Joaquin, State of California, being a portion of that certain GRANT DEED to the CITY OF STOCKTON recorded April 10, 1958, in Book 2058, at Page 393, Official Records of San Joaquin County, more particularly described as follows:

COMMENCING at a found 3/4" iron rod with cap stamped L.S. 7269 being a witness corner for the most easterly corner of PARCEL 2 as shown on that certain Record of Survey filed December 16, 2022 in Book 40 of Surveys, at Page 122, Official Records of San Joaquin County;

thence along the southerly line of said PARCEL 2, North 60°31'49" East, 25.00 feet to the most easterly corner of said Parcel 2, also being the most southerly corner of "CAMP 4" as shown on that certain map titled "MAP OF SURVEY DIVISION OF VIGNOLO & CORTOPASSI PROPERTY ON THE WRIGHT TRACT" filed January 22, 1957, in Book of Surveys, Volume 10 at Page 173, Official Records of San Joaquin County;

thence along the southerly line of said "CAMP 4", North 60°30'09" East, 4438.50 feet to the most southerly corner of said GRANT DEED;

thence along the westerly line of said GRANT DEED, North 28°48'27" West, 102.28 feet to the **POINT OF BEGINNING**;

thence continuing along said westerly line North 28°48'27" West, 2268.94 feet to a point on the left bank of Fourteen Mile Slough as shown on said map titled "MAP OF SURVEY DIVISION OF VIGNOLO & CORTOPASSI PROPERTY ON THE WRIGHT TRACT" ;

thence along said left bank the following twenty one (21) courses:

1) North 79°09'32" East, 63.11 feet;
2) North 69°15'08" East, 91.47 feet;
3) North 59°44'25" East, 67.96 feet;

4803A

4) North 55°23'17" East, 81.94 feet;
5) North 52°49'58" East, 135.44 feet;
6) North 49°18'35" East, 74.03 feet;
7) North 52°57'49" East, 76.16 feet;
8) North 61°51'56" East, 23.01 feet;
9) North 67°59'36" East, 21.70 feet;
10) North 74°22'10" East, 46.81 feet;
11) North 84°15'45" East, 122.25 feet;
12) South 79°53'48" East, 87.90 feet;
13) South 77°56'53" East, 75.07 feet;
14) South 83°28'12" East, 89.53 feet;
15) South 88°27'48" East, 44.44 feet;
16) North 83°28'07" East, 68.01 feet;
17) North 79°48'28" East, 140.90 feet;
18) North 88°43'12" East, 14.89 feet;
19) North 77°11'43" East, 136.48 feet;
20) North 85°07'31" East, 45.74 feet;
21) North 80°20'30" East, 70.05 feet;

thence leaving said left bank the following seven (7) courses:

1) South 0°47'08" East, 231.80 feet to the beginning of a curve to the left, having a radius of 340.00 feet;
2) Along said curve southeasterly, through a central angle of 60°47'43", and an arc distance of 360.77 feet, having a chord bearing of N31°11'00" West and a chord length of 344.08 feet.
3) South 61°34'51" East, 844.59 feet;
4) South 0°37'13" East, 561.13 feet;
5) South 17°11'12" East, 60.98 feet;
6) South 60°31'25" West, 1465.88 feet;
7) South 24°50'00" West, 110.89 feet to the **POINT OF BEGINNING**.

4803A

Subject to easements and rights of way per record.

Containing 73.84 acres, more or less.

The Basis of Bearings for this description is based upon the California Coordinate System of 1983, CCS(2011 adjustment), Zone III, Epoch 2017.50, in accordance with the California Public Resources Code §§ 8801-8819 . All distances cited hereon are grid distances in US Survey Feet. Divide grid distances by the combined scale factor of 0.9999442 to obtain ground level distances.

Shown graphically on Exhibit B, attached hereto and made a part hereof.

This real property description was prepared at Mark Thomas & Company Inc. by me or under my direction in conformance with the Professional Land Surveyors Act.

Mark Thomas & Company, Inc.



Samuel R. McIntyre, LS 9313

Oct. 10, 2025

Date

4803A

EXHIBIT B

SITE PLAN OR SURVEY

PORTION OF SECTION 24, T2N, R5E M.D.B.M.

LINE TABLE

L1	N60°31'49"E 25.00'	L21	N79°48'28"E 140.90'
L2	N60°30'09"E 4438.50'	L22	N88°43'12"E 14.89'
L3	N28°48'27"W 102.28'	L23	N77°11'43"E 136.48'
L4	N28°48'27"W 2268.94'	L24	N85°07'31"E 45.74'
L5	N79°09'32"E 63.11'	L25	N80°20'30"E 70.05'
L6	N69°15'08"E 91.47'	L26	S00°47'08"E 231.80'
L7	N59°44'25"E 67.96'	L27	S61°34'51"E 844.59'
L8	N55°23'17"E 81.94'	L28	S00°37'13"E 561.13'
L9	N52°49'58"E 135.44'	L29	S17°11'12"E 60.98'
L10	N49°18'35"E 74.03'	L30	S60°31'25"W 1465.88'
L11	N52°57'49"E 76.16'	L31	S24°50'00"W 110.89'
L12	N61°51'56"E 23.01'		
L13	N67°59'36"E 21.70'		
L14	N74°22'10"E 46.81'		
L15	N84°15'45"E 122.25'		
L16	S79°53'48"E 87.90'		
L17	S77°56'53"E 75.07'		
L18	S83°28'12"E 89.53'		
L19	S88°27'48"E 44.44'		
L20	N83°28'07"E 68.01'		

CURVE TABLE

C1	R=340.00'	
	Δ=060°47'43"	
	L=360.77'	
	CB=N31°11'00"W	
	CH=344.08'	

LICENSED LAND SURVEYOR
SAMUEL R. MCINTYRE
No. 9313
STATE OF CALIFORNIA

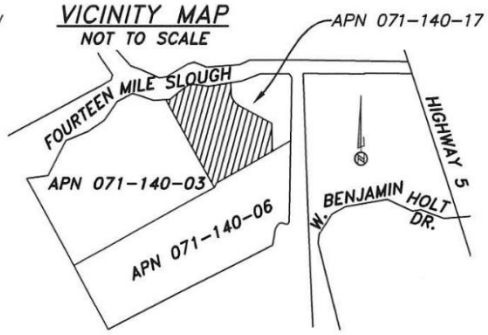
Oct. 10, 2025

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
● FOUND MONUMENT AS NOTED
○ DIMENSION POINT
▨ PARCEL TO BE TRANSFERRED
RS RECORD OF SURVEY
O.R. OFFICIAL RECORDS
APN ASSESSORS PARCEL NUMBER

VICINITY MAP

NOT TO SCALE



THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS(2011 ADJUSTMENT), ZONE III, EPOCH 2017.50, IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE §§ 8801-8819 . ALL DISTANCES CITED HEREON ARE GRID DISTANCES IN US SURVEY FEET. DIVIDE GRID DISTANCES BY THE COMBINED SCALE FACTOR OF 0.9999442 TO OBTAIN GROUND LEVEL DISTANCES.

SHEET 1 OF 2

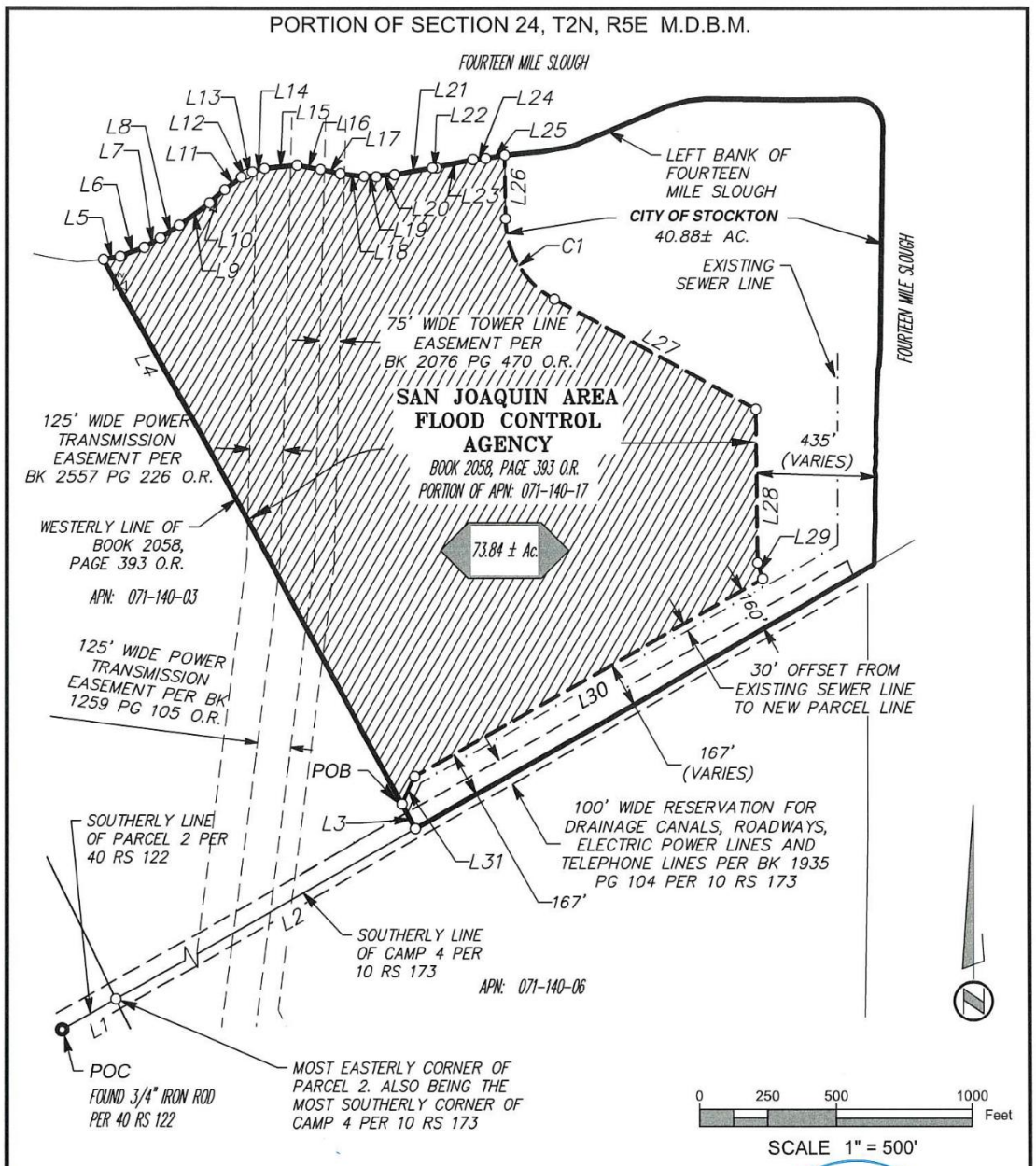
NO.	REV. DATE	BY	APRVD.

DWG. BY BK
CK. BY SM
SCALE NO SCALE

EXHIBIT B
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MITIGATION PARCEL
PORTION OF APN 071-140-17
PLAT TO ACCOMPANY LEGAL DESCRIPTION

CITY OF STOCKTON
DEPARTMENT OF PUBLIC WORKS

APPROVED BY NW
CITY ENGINEER
DATE 10/22/25
DRAWING NO. 4903A



SHEET 2 OF 2

NO.	REV. DATE	BY	APRVD.

EXHIBIT B
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MITIGATION PARCEL
PORTION OF APN 071-140-17
PLAT TO ACCOMPANY LEGAL DESCRIPTION

APPROVED BY

CITY ENGINEER

DATE 10/27/25

DRAWING NO. 4803A

DWG. BY	BK
CK. BY	SM
SCALE	1" = 500'

CITY OF STOCKTON
DEPARTMENT OF PUBLIC WORKS

EXHIBIT C

FORM OF DEED

RECORDING REQUESTED BY
AND WHEN RECORDED, RETURN TO AND
MAIL ANY TAX STATEMENTS TO:

City of Stockton
425 North El Dorado Street, 1st Floor

Stockton, CA 95202
Attn: Director of Economic Development

EXEMPT FROM BUILDING HOMES AND JOBS ACTS FEE PER GOVERNMENT CODE 27388.1(a)(2)

APN: 071-140-170
6461 Brookside Road
Stockton, CA 95219

THE UNDERSIGNED GRANTOR DECLARES
DOCUMENTARY TRANSFER TAX is Exempt; City Transfer Tax is Exempt

This conveyance is exempt from Documentary Transfer Tax pursuant to Section 11922 of the California Revenue and Taxation Code

GRANT DEED

FOR VALUE RECEIVED, City of Stockton, a municipal corporation ("**Grantor**"), grants to San Joaquin Area Flood Control Agency, a Joint Powers ("**Grantee**"), all that certain real property located in the City of Stockton, County of San Joaquin, State of California, more particularly described in Exhibit A attached hereto and incorporated herein by reference thereto (the "**Property**"). This conveyance is made and accepted subject to non-delinquent taxes and assessments and all matters which appear in the public record as of the date hereof, including those shown on any recorded plat or survey, or that would be revealed by a current/accurate survey or physical inspection of the Property.

This Grant Deed may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Grant Deed effective as of the _____ day of _____, 202_.

GRANTOR: **CITY OF STOCKTON,**
a municipal corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of _____)

On _____, 20____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ **(Seal)**
(Signature)

Exhibit A to Grant Deed

Legal Description of Property

The land referred to herein is situated in the City of Stockton, County of San Joaquin, State of California and is described as follows:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 24, TOWNSHIP 2 NORTH, RANGE 5 EAST, M.D.B.&M. AND BEING IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT AN IRON PIPE MONUMENT (TWO (2) INCHES IN DIAMETER AND BEING POINT 14 T) ON THE EAST LEVEE OF THE WRIGHT TRACT, SAID MONUMENT IS AS SHOWN ON THE MAP ENTITLED, "MAP OF SURVEY DIVISION OF VIGNOLO AND CORTOPASSI PROPERTY ON THE WRIGHT TRACT IN SECTIONS 23, 24, 25, 26 AND 27, IN TOWNSHIP 2 NORTH, RANGE 5 EAST, M.D.B.&M., SAN JOAQUIN COUNTY CALIFORNIA, BY CHAS. H. WIDDOWS, GEO. C. HENNIS, CIVIL ENGINEERS AND DATED DECEMBER 1956"; THENCE SOUTH 57°47'30" WEST, A DISTANCE OF EIGHT HUNDRED NINETY-NINE AND SEVENTY-FIVE HUNDREDTHS (899.75) FEET ALONG THE CENTER LINE OF A ONE HUNDRED (100) FOOT WIDE RESERVATION FOR DRAINAGE CANALS, ROADWAYS, ELECTRIC POWER LINES AND TELEPHONE LINES; THENCE SOUTH 58°35'30" WEST, ALONG SAID CENTER LINE OF SAID RESERVATION A DISTANCE OF ONE THOUSAND ELEVEN AND TWENTY-FIVE HUNDREDTHS (1,011.25) FEET, MORE OR LESS, TO THE POINT OF INTERSECTION OF THE CENTER LINE OF THE HEREINBEFORE REFERRED TO ONE HUNDRED (100) FOOT WIDE RESERVATION AND THE CENTER LINE OF AN EXISTING DRAINAGE DITCH RUNNING NORTHERLY AND SOUTHERLY THROUGH THE VIGNOLO PROPERTY; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID EXISTING DRAINAGE DITCH AND SAID CENTER LINE PRODUCED NORTHWESTERLY TO ITS POINT OF INTERSECTION WITH THE LOW WATER LINE ON THE RIGHT BANK OF FOURTEEN MILE SLOUGH; THENCE MEANDERING SAID LOW WATER LINE ON THE RIGHT BANK OF FOURTEEN MILE SLOUGH AND MITCHELL SLOUGH EASTERLY AND SOUTHERLY TO ITS POINT OF INTERSECTION WITH A LINE PRODUCED EASTERLY, SAID LINE BEARS NORTH 57°47'30" EAST; THENCE ALONG SAID PRODUCTION AND ALONG SAID LINE SOUTH 57°47'30" WEST TO THE

POINT OF INTERSECTION WITH AN IRON PIPE MONUMENT (TWO (2) INCHES IN DIAMETER AND BEING POINT 14 T) AS HEREINBEFORE REFERRED TO, THE POINT OF BEGINNING.

ALSO, ALL THAT AREA LYING AND BEING IN FOURTEEN MILE SLOUGH AND MITCHELL SLOUGH BETWEEN THE LOW WATER LINE AND THE CENTER LINE OF SAID SLOUGHS WHERE TITLE IS VESTED IN DAVID VIGNOLO AND NATALINA VIGNOLO, HIS WIFE, AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED ½ INTEREST AND LOUIS VIGNOLO AND EVA VIGNOLO, HIS WIFE, AS COMMUNITY PROPERTY AS TO AN UNDIVIDED ½ INTEREST.

PARCEL TWO:

AN EASEMENT 50 FEET IN WIDTH ADJACENT TO THE SOUTHERLY BOUNDARY LINE OF THE ABOVE DESCRIBED PROPERTY FOR DRAINAGE CANALS, ROADWAYS, ELECTRIC POWER LINES AND TELEPHONE LINES AS CONVEYED IN THAT CERTAIN PARTITION GRANT DEED RECORDED JANUARY 14, 1957, IN BOOK 1935, AT PAGE 105, SAN JOAQUIN COUNTY RECORDS.

PARCEL THREE:

THOSE CERTAIN EASEMENTS AS CONTAINED IN THAT EASEMENT DEED RECORDED SEPTEMBER 22, 1994, AS INSTRUMENT NO. 94-106669, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS THE FOLLOWING TWO (2) PARCELS:

A. AN EASEMENT FOR SANITARY SEWERS AND ACCESS ROAD, OVER AND ACROSS A STRIP OF LAND THIRTY (30) FEET IN WIDTH, THE WESTERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

A PORTION OF THAT 364.00 ACRE PARCEL LOCATED ON WRIGHT TRACT AS SHOWN ON THE MAP OF SURVEY FILED FOR RECORD IN BOOK 10 OF SURVEYS, AT PAGE 173, SAN JOAQUIN COUNTY RECORDS, BEING ALSO A PORTION OF PROJECTED SECTIONS 24 AND 25, TOWNSHIP 2 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, COUNTY OF SAN JOAQUIN, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2 INCH IRON PIPE ON THE SOUTHEASTERLY LINE OF SAID 364.00 ACRE PARCEL; SAID PIPE MARKING A POINT DESIGNATED MONUMENT 8 E ON SAID SURVEY FILED IN BOOK 10 OF SURVEYS, PAGE 173; RUNNING THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 64°15'45" WEST, 177.16 FEET TO THE TRUE POINT OF BEGINNING; RUNNING THENCE FOR SAID WESTERLY LINE OF THE THIRTY (30) FOOT WIDE EASEMENT, THE FOLLOWING COURSES AND DISTANCES: (1) NORTH 11°30'22" WEST, 132.18 FEET; (2)NORTH 25°58'53" WEST, 2446.01 FEET TO THE EASTERLY LINE OF THE PACIFIC GAS & ELECTRIC COMPANY'S 75 FOOT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED NOVEMBER 12, 1957, IN BOOK 2015 OF OFFICIAL RECORDS, AT PAGE 596, SAN JOAQUIN COUNTY RECORDS; AND (3) NORTH 07°15'26" EAST ALONG SAID RIGHT OF WAY LINE, 405.49 FEET TO THE NORTHWESTERLY LINE OF SAID 364.00 ACRE PARCEL, AND THE END OF THE HEREIN DESCRIBED EASEMENT.

THE SIDELINES OF THE HEREIN DESCRIBED EASEMENT SHALL BE EXTENDED OR SHORTENED SO AS TO BEGIN AND TERMINATE ON THE PROPERTY LINES OF SAID 364.00 ACRE PARCEL.

B. AN EASEMENT FOR ACCESS ROAD OVER AND ACROSS THE FOLLOWING PARCEL OF LAND:

A PORTION OF THAT 364.00 ACRE PARCEL LOCATED ON WRIGHT TRACT AS SHOWN ON THE MAP OF SURVEY FILED FOR RECORD IN BOOK 10 OF SURVEYS, AT PAGE 173, SAN JOAQUIN COUNTY RECORDS, BEING ALSO A PORTION OF PROJECTED SECTIONS 24 AND 25, TOWNSHIP 2 NORTH. RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, COUNTY OF SAN JOAQUIN, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 2 INCH IRON PIPE ON THE SOUTHEASTERLY LINE OF SAID 364.00 ACRE PARCEL; SAID PIPE MARKING A POINT DESIGNATED MONUMENT BE ON SAID SURVEY FILED IN BOOK 10 OF SURVEYS, PAGE 173; RUNNING THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 64°15'45"

WEST, 17.91 FEET; THENCE NORTH 53°26'03" WEST, 153.24 FEET; THENCE SOUTH 40°29'07" WEST, 27.89 FEET; THENCE NORTH 25°58'53" WEST, 167.85 FEET; THENCE SOUTH 47°46'21" EAST. 66.16 FEET; THENCE SOUTH 70°02'54" EAST, 153.25 FEET; THENCE NORTH 76°51'03" EAST, 52.79 FEET; THENCE SOUTH 77°04'23" EAST, 15.92 FEET; THENCE SOUTH 12°55'37" WEST, 127.88 FEET TO SAID SOUTHEASTERLY LINE OF 364.00 ACRE PARCEL; THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 64°15'45" WEST, 0.57 FEET TO SAID 2 INCH IRON PIPE AND POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT PARCEL.

PARCEL FOUR:

THE PARCEL CONVEYED IN THE EASEMENT DEED TO THE CITY OF STOCKTON RECORDED SEPTEMBER 22, 1994, AS INSTRUMENT NO. 94-106671, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN EASEMENT FOR SANITARY SEWERS AND ACCESS ROAD, OVER AND ACROSS A STRIP OF LAND THIRTY (30) FEET IN WIDTH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THAT 394.00 ACRE PARCEL LOCATED ON WRIGHT TRACT AS SHOWN ON THE MAP OF SURVEY FILED FOR RECORD IN BOOK 10 OF SURVEYS, AT PAGE 173, SAN JOAQUIN COUNTY RECORDS, BEING ALSO A PORTION OF PROJECTED SECTION 24, TOWNSHIP 2 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, COUNTY OF SAN JOAQUIN, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2 INCH IRON PIPE ON THE SOUTHEASTERLY LINE OF SAID 394.00 ACRE PARCEL; SAID PIPE MARKING A POINT DESIGNATED MONUMENT 14T ON SAID SURVEY FILED IN BOOK 10 OF SURVEYS, PAGE 173; RUNNING THENCE ALONG SAID SOUTHEASTERLY LINE, BEING ALSO THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN DEED TO THE CITY OF STOCKTON, RECORDED APRIL 10, 1958, IN BOOK 2058 OF OFFICIAL RECORDS AT PAGE 393, SAN JOAQUIN COUNTY RECORDS, THE FOLLOWING COURSES AND DISTANCES: (1) SOUTH 59°40'15" WEST, 899.75 FEET; AND (2) SOUTH 60°28'15" WEST, 1011.25 FEET TO THE SOUTHWESTERLY CORNER OF SAID CITY OF STOCKTON LAND; CONTINUING THENCE ALONG SAID SOUTHEASTERLY LINE OF THE 394.00 ACRE PARCEL, SOUTH 60°28'15" WEST, 523.12 FEET TO THE EASTERLY LINE OF THE PACIFIC GAS & ELECTRIC COMPANY'S 75 FOOT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED NOVEMBER 12, 1957, IN BOOK 2015 OF OFFICIAL RECORDS, AT PAGE 596, SAN JOAQUIN COUNTY RECORDS, AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; RUNNING THENCE ALONG THE WESTERLY LINE OF THE THIRTY (30) FOOT EASEMENT, ALONG SAID EASTERLY LINE OF PACIFIC GAS AND ELECTRIC, NORTH 07°13'26" EAST, 62.43 FEET TO THE NORTHWESTERLY LINE OF THE 100 FOOT WIDE RESERVATION FOR DRAINAGE CANALS, ROADWAYS, ELECTRIC POWER AND TELEPHONE LINES AS SHOWN ON SAID BOOK 10 OF SURVEYS, PAGE 173; RUNNING THENCE ALONG THE SOUTHEASTERLY LINE OF THE THIRTY (30) FOOT WIDE EASEMENT, NORTH 60°23'15" EAST, PARALLEL TO AND 50 FEET NORTH OF (MEASURED AT RIGHT ANGLE5) SAID SOUTHEASTERLY LINE OF 394.00 ACRE PARCEL, 486.43 FEET TO SOUTHWESTERLY LINE OF SAID CITY OF STOCKTON PROPERTY AND THE END OF THE HEREIN DESCRIBED EASEMENT.

THE SIDELINES OF THE HEREIN DESCRIBED EASEMENT SHALL BE EXTENDED OR SHORTENED SO AS TO BEGIN AND TERMINATE ON THE PROPERTY LINES OF SAID CITY OF STOCKTON PROPERTY, THE 394.00 ACRE PARCEL, THE NORTHWESTERLY LINE OF THE 100 FOOT RESERVATION AND THE PACIFIC GAS & ELECTRIC COMPANY RIGHT OF WAY.

PARCEL FIVE:

THOSE CERTAIN EASEMENTS AS CONTAINED IN THAT EASEMENT DEED RECORDED SEPTEMBER 22, 1994, AS INSTRUMENT NO. 94-106670, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS THE FOLLOWING FOUR (4) PARCELS:

A. A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER AND ACROSS A

STRIP OF LAND FIFTEEN (15) FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

PORTIONS OF PROJECTED SECTIONS 24 AND 25, TOWNSHIP 2 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, SAN JOAQUIN COUNTY, CALIFORNIA, BEING A PORTION OF THAT 364.00 ACRE PARCEL LOCATED ON WRIGHT TRACT AS SHOWN ON THE MAP OF SURVEY FILED IN BOOK 10 OF SURVEYS, AT PAGE 173, SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2 INCH IRON PIPE ON THE SOUTHERLY LINE OF THAT 364.00 ACRE PARCEL SHOWN ON SAID MAP OF SURVEY FILED FOR RECORD IN BOOK 10 OF SURVEYS, AT PAGE 173, SAN JOAQUIN COUNTY RECORDS; SAID PIPE MARKING A POINT DESIGNATED MONUMENT 8 E ON SAID MAP OF SURVEY; RUNNING THENCE ALONG SAID SOUTHERLY LINE, SOUTH 64°12'48" WEST, 0.48 FEET TO THE TRUE POINT OF BEGINNING; RUNNING THENCE ALONG THE CENTER LINE OF SAID FIFTEEN (15) FOOT WIDE EASEMENT STRIP, THE FOLLOWING COURSES AND DISTANCES: THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1575.00 FEET, THROUGH A CENTRAL ANGLE OF 11°46'10", (THE LONG CHORD OF WHICH BEARS NORTH 15°56'43" EAST, 322.96 FEET), AN ARC DISTANCE OF 323.53 FEET; THENCE NORTH 21°49'48" EAST, 516.57 FEET; THENCE NORTH 19°09'12" EAST, 278.29 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 350.00 FEET, THROUGH A CENTRAL ANGLE OF 22°29'40", (THE LONG CHORD OF WHICH BEARS NORTH 30°24'02" EAST, 136.53 FEET), AN ARC DISTANCE OF 137.41 FEET; THENCE NORTH 41°38'52" EAST, 126.32 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 320.00 FEET, THROUGH A CENTRAL ANGLE OF 32°07'15", (THE LONG CHORD OF WHICH BEARS NORTH 57°42'29" EAST, 177.06 FEET). AN ARC DISTANCE OF 179.40 FEET; THENCE NORTH 73°46'07" EAST, 85.43 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 190.00 FEET, THROUGH A CENTRAL ANGLE OF 72°55'20", (THE LONG CHORD OF WHICH BEARS NORTH 37°18'27" EAST, 225.83 FEET), AN ARC DISTANCE OF 241.82 FEET; THENCE NORTH 00°50'47" EAST, 309.89 FEET TO A POINT HEREIN AFTER CALLED "POINT B"; THENCE NORTH 00°50'47" EAST, 30.32 FEET; THENCE NORTH 00°28'12" EAST, 773.77 FEET; THENCE NORTH 01°51'37" EAST, 151.01 FEET; THENCE NORTH 00°16'44" WEST, 289.84 FEET; THENCE NORTH 01°02'41" EAST, 547.69 FEET TO A POINT HEREINAFTER CALLED POINT "C"; THENCE NORTH 00°24'53" EAST, 209.70 FEET TO THE NORTH LINE OF SAID 364.00 ACRE PARCEL AND THE END OF THE HEREIN DESCRIBED EASEMENT.

B. A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER AND ACROSS A STRIP OF LAND FIFTEEN (15) FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "B" DESCRIBED ABOVE; THENCE NORTH 19°43'00" WEST, 150.33 FEET; THENCE NORTH 10°20'50" WEST, 136.46 FEET; THENCE NORTH 87°22'56" WEST, 22.56 FEET TO THE END OF THE HEREIN DESCRIBED EASEMENT.

C. A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER AND ACROSS A STRIP OF LAND FIFTEEN (15) FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "C" DESCRIBED ABOVE; THENCE NORTH 22°44'57" WEST, 75.07 FEET; THENCE NORTH 15°00'45" WEST, 42.51 FEET; THENCE NORTH 00°36'20" EAST, 14.10 FEET TO A POINT HEREINAFTER CALLED POINT "D"; THENCE NORTH 00°36'20" EAST, 47.18 FEET; THENCE NORTH 41°00'05" WEST, 12.42 FEET TO THE END OF THE HEREIN DESCRIBED EASEMENT.

D. A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER AND ACROSS A STRIP OF LAND FIFTEEN (15) FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "D" DESCRIBED ABOVE; THENCE SOUTH 79°46'05" WEST, 64.47 FEET TO THE END OF THE HEREIN DESCRIBED EASEMENT.

THE SIDELINES OF THE HEREIN DESCRIBED EASEMENT STRIPS OF LAND SHALL BE EXTENDED OR SHORTENED SO AS TO BEGIN AND TERMINATE ON THE PROPERTY LINES.

APN: 071-140-170

EXHIBIT D

Easement Area – Levee

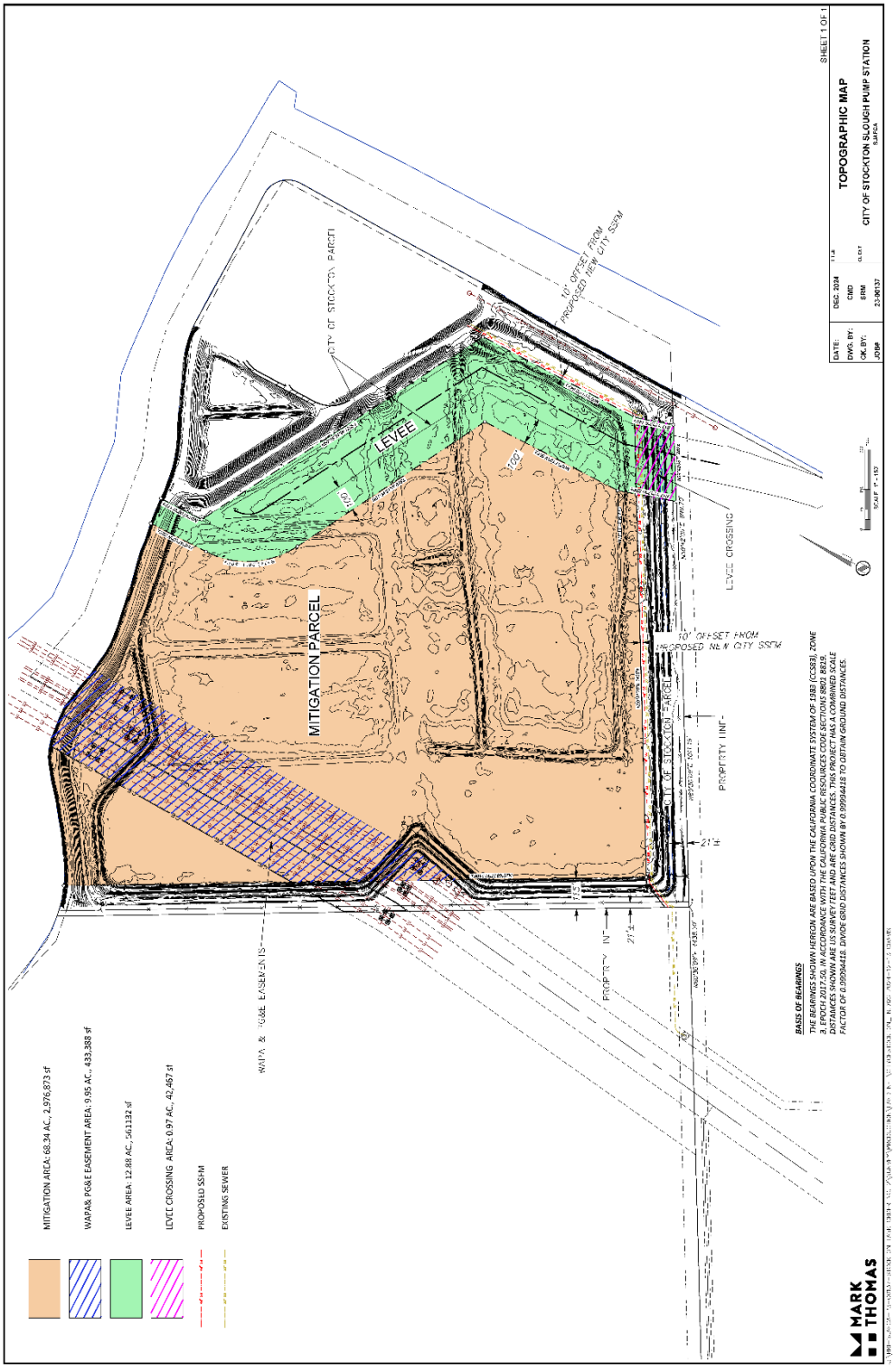

MITIGATION AREA: 68.34 AC., 2,976,873 sf
WAPA& PG&E EASEMENT AREA: 9.95 AC., 433,388 sf
LEVEE AREA: 12.88 AC., 561132 sf
LEVEE CROSSING AREA: 0.97 AC., 42,467 sf
PROPOSED SSFM
EXISTING SEWER
MITIGATION PARCEL
LEVEE
LEVEE CROSSING
CITY OF STOCKTON PARCEL
10' OFFSET FROM PROPOSED NEW CITY SSFM
PROPERTY LINE
WAPA & PG&E EASEMENTS
BASIS OF BEARINGS
THE BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 3, EPOCH 2017.50, IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801 8819. DISTANCES SHOWN ARE US SURVEY FEET AND ARE GROUND DISTANCES. THIS PROJECT HAS A COMBINED SCALE FACTOR OF 0.99994418. GRIDE BASED DISTANCES SHOWN BY 0.99994418 TO OBTAIN GROUND DISTANCES.
MARK THOMAS
SHEET 1 OF 1
TOPOGRAPHIC MAP
CITY OF STOCKTON SLOUGH PUMP STATION
DATE: DEC 2024
DWG. BY: CMD
CK. BY: BRM
JOB# 23.061137

EXHIBIT E

Easement Deed

DEPARTMENT OF THE ARMY
U. S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT
1325 J STREET
SACRAMENTO CA 95814-2922

January 30, 2025

Real Estate Division

SUBJECT: Notice to Provide Certain Lands, Easements, and Rights-of-Way and Perform Relocations (LERRDs) for San Joaquin Basin, Lower San Joaquin River Project, (Project Mitigation – Amendment 1)

State of California
Central Valley Flood Protection Board
Attention: Christopher Lief, Executive Officer
3310 El Camino Avenue, Room 170
Sacramento, California 95821

San Joaquin Area Flood Control Agency
Attention: Mr. Darren Suen, Executive Director
2800 West March Lane, Suite 200
Stockton, California 95219

Dear Mr. Lief and Mr. Suen:

Pursuant to USACE Real Estate Handbook, Engineering Regulation (ER) 405-1-12 Chapter 12, Section VI and the Project Partnership Agreement (PPA) dated September 30, 2020 for the San Joaquin Basin, Lower San Joaquin River Project (the "Project"), the Non-Federal Sponsors must provide the lands, easements, and rights-of-way (the "Real Property Interests"); and perform the relocations required for the construction, operation and maintenance of the Project, as determined by the Government in consultation with you.

This notice reflects a necessary alteration of the Project's real estate footprint. The 14 Mile Pump Station mitigation (fee) boundary on APN 071-140-170 was modified to match the survey parcel boundary, future levee, and sewer easements boundaries. APN 102-010-040 was added to the Phases B-F tract register and map. APN 129-080-540 no longer needs to be acquired. All incidental acquisition costs associated with APN 129-080-540 up to the date of this notice are eligible for LERRDs credit.

For Mitigation of this Project, the Government has determined that you, as this Project's Non-Federal Sponsors, must provide the Real Property Interests identified in the enclosed tract registers and map.

In particular:

- You must provide the identified Real Property Interests using the applicable standard estate(s) set forth in USACE Real Estate Handbook, ER 405-1-12 Chapter 5.

- Any temporary Real Property Interest must be for the duration indicated on the tract register.

- You must provide an Authorization for Entry for Construction and Certificate of Authority for each of the identified Real Property Interests using the forms provided in USACE Real Estate Handbook, ER 405-1-12 Chapter 12 Appendix 12-F.*

- You must provide copies of recorded deeds of conveyance, Orders of Possession entered in eminent domain proceedings, maps, and other adequate documentation sufficient to enable the Government to independently confirm you have provided the identified Real Property Interests and performed the relocations.

* We will provide a copy of any of the referenced standard estates or forms upon request.

Please provide the Real Property Interests identified in the tract registers as soon as possible but no later than:

1. Phase A Tract Register: by August 1, 2025.

2. Phases B-F Tract Register: at least one parcel by May 1, 2028, for Phase E-1.

to maintain the Phase A and E-1 schedules. You will be informed via separate letters referencing this letter, identifying which mitigation sites in the Phases B-F tract register will be used and certification dates for the remaining phases of the Project. Our ability to certify that sufficient Real Property Interests are available to support Project construction is dependent on our examination and evaluation of this documentation. *If you are unable to provide the Real Property Interests by these dates, please notify me as soon as possible*.

As a reminder, pursuant to ER 405-1-12 Chapter 12, Section VII and the PPA dated September 30, 2020, the Real Property Interests you provide pursuant to this letter may be eligible for LERRD credit. *If you do not provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution in a timely manner – which is no later than October 24, 2025, for Phase A, and July 24, 2028, for Phase E-1 – we may not approve LERRD credit for some or all relevant Real Property Interests and relocations.*

If you have any questions related to the overall project management, you may contact Margaret Engesser, Project Manager, at (916) 557-7036 or margaret.c. engesser@usace.army.mil or Patrick Howell, Project Manager, at (916) 557-6784 and Patrick.Howell3@ usace.army.mil.

For questions regarding this real estate matter, you may contact Nick Stauber of my staff at (916) 268-0003 and Nicholas.A.Stauber@usace.army.mil.

Sincerely,

Enclosures
1. Tract Registers
2. Map

Adam B. Olson
Chief of Real Estate

Enclosure 1: Tract Registers

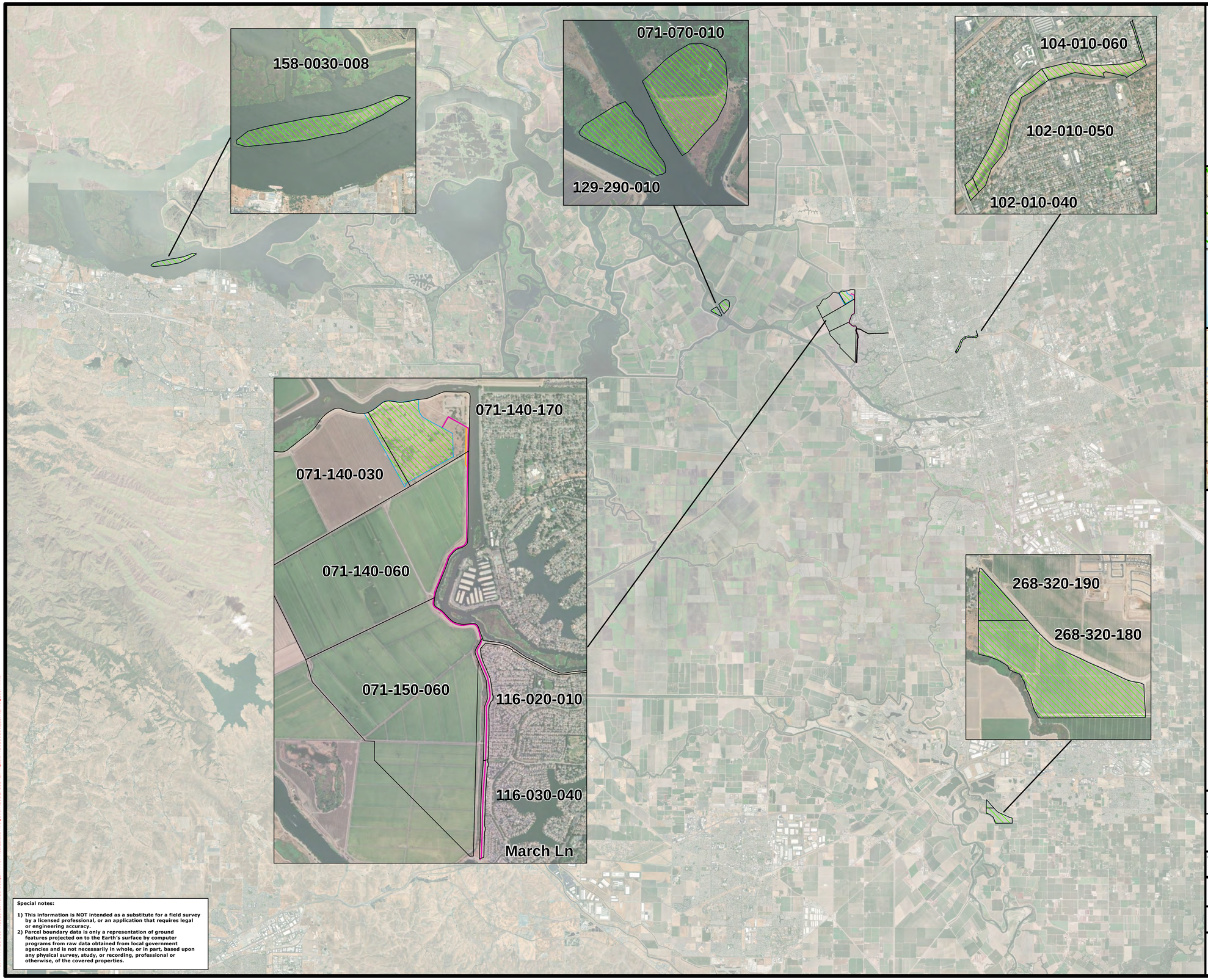
LSJR MITIGATION TRACT REGISTER, JANUARY 06, 2025 - PHASE A

SHEET #	APN	OWNER	ADDRESS (Mail)	SITE ADDRESS (Physcial)	CURRENT PARCEL AREA	T.W.A.E.				PRE	FPLE	MITIGATION (FEE)	APN	TEMPORARY DURATION
						Borrow	Staging	Road	Constr				Sub Totals	
					ACRES	ACRES	ACRES	ACRES	ACRES	ACRES	ACRES	ACRES	ACRES	DATE
1	071-140-030	MUZIO JR, EUGENE A	12500 E FARICHILD RD, STOCKTON, CA, 95215	6501 W MARCH LN, STOCKTON, CA, 95219	**257.38**							6.26	6.26	
1	071-140-060	WRIGHT TRACT PARTNERSHIP LP	4110 SAINT ANDREWS DR, STOCKTON, CA, 95219	6363 W MARCH LN, STOCKTON, CA, 95219	**348.78**			0.14		1.47			1.61	Construction through 31-DEC-30
1	071-140-170	CITY OF STOCKTON	UNKNOWN	6461 BROOKSIDE RD, STOCKTON, CA, 95219	**114.39**			0.24		0.55		67.30	68.09	Construction through 31-DEC-30
1	071-150-060	ELMWOOD PARTNER LP	3255 W MARCH LN STE 400, STOCKTON, CA, 95219	4577 W MARCH LN, STOCKTON, CA, 95219	**425.31**					0.68			0.68	
1	116-020-010	RECLAMATION DISTRICT 2074	3203 W MARCH LN STE 120, STOCKTON, CA, 95219	STOCKTON, CA, 95219	**18.01**					1.16			1.16	
1	116-030-040	RECLAMATION DISTRICT 2074	3203 W MARCH LN STE 120, STOCKTON, CA, 95219	STOCKTON, CA, 95219	**6.62**					0.91			0.91	
1	14-MILE SLOUGH	UNKNOWNW	UNKNOWN	STOCKTON, CA, 95219	**UNKNWN**							0.28	0.28	
1	MARCH LN	CITY OF STOCKTON	UNKNOWN	STOCKTON, CA, 95219	**UNKNWN**					0.02			0.02	
				TOTAL ACRES =	**1170.49**			**0.38**		**4.79**		**73.84**	**79.01**	
		LEGEND												
	T.W.A.E.=	TEMPORARY WORK AREA EASEMENT (includes Haul Route, Borrow & Staging Area)												
	P.R.E. =	PERMANENT ROAD EASEMENT												
	F.P.L.E.=	FLOOD PROTECTION LEVEE EASEMENT												

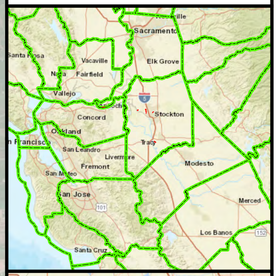
LSJR MITIGATION TRACT REGISTER, JANUARY 06, 2025 - PHASES B-F

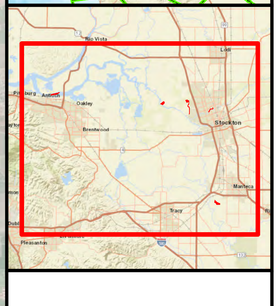
SHEET #	APN	OWNER	ADDRESS (Mail)	SITE ADDRESS (Physcial)	CURRENT PARCEL AREA	T.W.A.E.				PRE	FPLE	MITIGATION (FEE)	APN	TEMPORARY DURATION
						Borrow	Staging	Road	Constr				Sub Totals	
					ACRES	ACRES	ACRES	ACRES	ACRES	ACRES	ACRES	ACRES	ACRES	DATE
1	071-070-010	SCANNAVINO PROPERTIES I	6507 PACIFIC AVE #301, STOCKTON, CA, 95207	10588 W RINDGE RD, STOCKTON, CA, 95219	**60.51**							60.51	60.51	
1	102-010-040	WEBER, CHARLES M	3624 SE CALDEW ST, PORTLAND, OR, 97219	STOCKTON, CA, 95219	**1.71**							1.71	1.71	
1	102-010-050	WEBER, CHARLES M	3624 SE CALDEW ST, PORTLAND, OR, 97219	STOCKTON, CA, 95219	**20.19**							20.19	20.19	
1	104-010-060	WEBER, CHARLES M	3624 SE CALDEW ST, PORTLAND, OR, 97219	STOCKTON, CA, 95219	**13.97**							13.97	13.97	
1	129-290-010	CALIF, DELTA	601 MONTGOMERY ST STE 1111, SAN FRANCISCO, CA, 94111	11330 W SPUD IS, STOCKTON, CA, 95219	**28.68**							28.68	28.68	
1	158-0030-008	BUICK REVOCABLE TRUST	1013 GALLERIA BLVD, ROSEVILLE, CA, 95678	SHERMAN ISLAND EAST LEVEE RD, RIO VISTA, CA, 94571	**20.54**							20.54	20.54	
1	268-320-180	KISST, JOHN G JR TR	PO BOX 300 RIPON, CA, 95366	3514 E WOODWARD AVE, MANTECA, CA, 95337	**148.66**							148.66	148.66	
1	268-320-190	KISST, JOHN G JR TR	PO BOX 300 RIPON, CA, 95366	3656 E WOODWARD AVE, MANTECA, CA, 95337	**22.59**							22.59	22.59	
				TOTAL ACRES =	**316.85**							**316.85**	**316.85**	
		LEGEND												
	T.W.A.E.=	TEMPORARY WORK AREA EASEMENT (includes Haul Route, Borrow & Staging Area)												
	P.R.E. =	PERMANENT ROAD EASEMENT												
	F.P.L.E.=	FLOOD PROTECTION LEVEE EASEMENT												

Enclosure 2: Map









N

Feet
0 10,000 20,000

Parcel Boundary
Fee
PRE
TRE

Coordinate System:
NAD 1983 StatePlane California III FIPS 0403 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Units: Foot US

Special notes:

1) This information is NOT intended as a substitute for a field survey by a licensed professional, or an application that requires legal or engineering accuracy.
2) Parcel boundary data is only a representation of ground features projected on to the Earth's surface by computer programs from raw data obtained from local government agencies and is not necessarily in whole, or in part, based upon any physical survey, study, or recording, professional or otherwise, of the covered properties.

FINAL
As Applicable

PROJECT MAP

DEPARTMENT OF THE: ARMY
USING SERVICE: U.S. ARMY

LOCATION OF PROJECT

STATE: CALIFORNIA
COUNTY: SAN JOAQUIN COUNTY
DIVISION: SOUTH PACIFIC DIVSION (SPD)
DISTRICT: SACRAMENTO (SPK)
ARMY AREA:
OF
OF

TRANSPORTATION FACILITIES

STATE ROADS: HWY 5 & HWY 99
FEDERAL ROADS: I-5
AIRPORTS: STOCKTON METRO AIRPORT

ACQUISITION

TOTAL ACRES ACQUIRED: NO AREA
FEE
PUBLIC DOMAIN: WITHDRAWN / USE PERMIT
USE PERMIT (Other than P.D.)
TRANSFER: WITHDRAWN / USE PERMIT
LEASE
EASEMENT RESERVED IN FEE DISPOSAL
LESSER INTERESTS: EASEMENT / PERMIT / LICENSE

LEGEND

EXCEPT FOR SPECIAL SYMBOLS SHOWN BELOW, MAP SYMBOLS ARE STANDARD IN U.S. ARMY FIELD MANUAL, FM 21-31, TOPOGRAPHIC SYMBOLS, DEC. 1968.

REAL ESTATE OWNERSHIP MAP 2024

DEPARTMENT OF THE ARMY
OFFICE OF THE SACRAMENTO DISTRICT ENGINEER
SOUTH PACIFIC DIVSION

CARTOGRAPHER
CARTO TECH.
CHECKED BY

SACRAMENTO COUNTY CALIFORNIA
GEOMATICS SECTION, ENGINEERING DIVISION

LOWER SAN JOAQUIN MITIGATION

SUBMITTED BY
HEATHER DOWNING
GEOGRAPHER, GEOMATICS SECTION

RECOMMENDED BY
JAMES M. OLIVER
CHIEF, GEOMATICS SECTION

APPROVED BY
ADAM OLSON
CHIEF, REAL ESTATE DIVISION
DATE

OFFICE, CHIEF OF ENGINEERS, WASHINGTON 25, D.C.
REMIS CODE:
REMIS UNIQUE ID:
PROJECT NUMBER:

Date Saved: 1/6/2025 5:32:43 PM

SHEET 1 OF 1
DRAWING NO.

Path: P:\ccd\DLAN\2025\LowerSanJoaquinRiver\RealEstate\Mitigation\25SEP2024_Mitigation\20250106_LSJR_Mitigation.mxd

Filed Doc #: 39-09292023-287
09/29/2023 11:27:26 AM
Steve J. Bestolarides
San Joaquin County Clerk

Print Form

ATTACHMENT 6

Notice of Determination

Appendix D

To:

☒ Office of Planning and Research

U.S. Mail: P.O. Box 3044, Sacramento, CA 95812-3044

Street Address: 1400 Tenth St., Rm 113, Sacramento, CA 95814

☒ County Clerk
County of: San Joaquin
Address: 44 North San Joaquin Street
Stockton, CA 95202

From:
Public Agency: San Joaquin Area Flood Contr
Address: 22 E. Weber Avenue, Suite 301
Stockton, CA 95202
Contact: Omar Al-Hindi
Phone: 209.937.6525

Lead Agency (if different from above):
Address:
Contact:
Phone:

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2010012027

Project Title: LOWER SAN JOAQUIN RIVER REACH TS_30_L LEVEE IMPROVEMENT PROJECT

Project Applicant: San Joaquin Area Flood Control Agency

Project Location (include county): Northwest Stockton, CA (San Joaquin County)

Project Description:

This Draft SEIR is a supplement to the San Joaquin River Basin, Lower San Joaquin River (LSJR) Integrated Interim Feasibility Report/Environmental Impact Statement/Environmental Impact Report, State Clearinghouse No. 2010012027 (2018 LSJR FR/EIS/EIR). The Modified Project is one of six sub-reaches identified and evaluated within the 2018 LSJR FR/EIS/EIR Alternative 7a's Delta Front reach. It Includes approximately 1 mile of cutoff wall construction, levee reshaping, and runoff erosion

This is to advise that the San Joaquin Area Flood Control Agency has approved the above
(☒ Lead Agency or ☐ Responsible Agency)

described project on 09/28/2023 (date) and has made the following determinations regarding the above described project.

1. The project [☒ will ☐ will not] have a significant effect on the environment.
2. ☐ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
   ☐ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [☒ were ☐ were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [☒ was ☐ was not] adopted for this project.
5. A statement of Overriding Considerations [☒ was ☐ was not] adopted for this project.
6. Findings [☒ were ☐ were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:
22 E. Weber Avenue, Suite 301, Stockton, CA 95202

Signature (Public Agency): _____ Title: Executive Director

Date: 9/29/23 Date Received for filing at OPR: SEP 29 2023

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

Revised 2011

ATTACHMENT 6

State of California - Department of Fish and Wildlife
2023 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT
DFW 753.5a (REV. 01/01/23) Previously DFG 753.5a

RECEIPT NUMBER: 39-09292023-287

STATE CLEARINGHOUSE NUMBER *(If applicable)*: 2010012027

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
SAN JOAQUIN AREA FLOOD CONTROL AGENCY		09/29/2023

COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER
SAN JOAQUIN	39-09292023-287

PROJECT TITLE

LOWER SAN JOAQUIN RIVER REACH TS 30 L LEVEE IMPROVEMENT PROJECT

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
SAN JOAQUIN AREA FLOOD CONTROL AGENCY		209-937-6525 OMAR AL-

PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
22 E WEBER AVE SUITE 301	STOCKTON	CA	95202

PROJECT APPLICANT *(Check appropriate box)*

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	$3,839.25	$
☐ Mitigated/Negative Declaration (MND)(ND)	$2,764.00	$
☐ Certified Regulatory Program (CRP) document - payment due directly to CDFW	$1,305.25	$
☐ Exempt from fee		
☐ Notice of Exemption (attach)		
☐ CDFW No Effect Determination (attach)		
X ☐ Fee previously paid (attach previously issued cash receipt copy)		
☐ Water Right Application or Petition Fee (State Water Resources Control Board only)	$850.00	$
☒ County documentary handling fee		$ $50.00
☐ Other		$

PAYMENT METHOD:

☒ Cash ☐ Credit ☐ Check ☐ Other **TOTAL RECEIVED** $ $50.00

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE
X Kelley McHugh	Kelley McHugh ,Deputy

ORIGINAL - PROJECT APPLICANT | COPY - CDFW/ASB | COPY - LEAD AGENCY | COPY - COUNTY CLERK

ATTACHMENT 6

San Joaquin County Recorders
Steve J. Bestolarides
44 N. San Joaquin Street, Room 260
Stockton, Ca 95202
Receipt: 1034066

Product	Name	Extended
FISH	CLERK,CLERK FISH AND GAME FILINGS	$3,218.00
	# Pages	1
	Document #	39-11082018-335
	Environmental Impact Report (C)	$3,168.00
	Clerk Filing Fee	$50.00
Total		$3,218.00

Tender (On Account (Charge or Prepay))		$3,218.00
Account#	DC.	
Account Name	Debit Card	
Customer Name	Juan Neira	
Balance	$7,636.00	
Comments:	84698731	

Thank You!

11/8/18 4:25 PM rosettek

San Joaquin County Recorder
44 N. San Joaquin St.
Suite 260
Stockton, CA 95202

MID: 1671003862
TID: 167100386201
Terminal ID: V82559962
Date / Time: 11/8/18 4:23 PM PST
Confirmation #: 84698731

Card #: xxxxxxxxxxxx0259
Expiration Date: ##/##
Transaction Type: Purchase $2.50
Transaction Date: 11/8/18 4:23 PM PST
Payment Type: Credit
Card Type: Visa
Approval Code: 091140
Transaction Ref: 588313014308381

Card #: xxxxxxxxxxxx0259
Expiration Date: ##/##
Transaction Type: Purchase $3218.00
Transaction Date: 11/8/18 4:23 PM PST
Payment Type: Credit
Card Type: Visa
Approval Code: 085170
Transaction Ref: 388313014310104

Counter Payment $3218.00

Agency Amount: $3218.00
LexisNexis Service Fee: $2.50

Total Fee: $3220.50

Customer Copy

Agenda Item 6.4

January 22, 2026

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Darren Suen, Executive Director
Glenn Prasad, Deputy Executive Director

SUBJECT: **ISSUANCE OF THE MOSSDALE TRACT PROGRAM 2025 ANNUAL ADEQUATE PROGRESS REPORT**

RECOMMENDATION

It is recommended the Board of Directors of the San Joaquin Area Flood Control Agency (Agency) approve a resolution directing the issuance of the Mossdale Tract Program: 2025 Annual Adequate Progress Report Update for Urban Level of Protection (ULOP) and its transmittal to the CA Central Valley Flood Protection Board.

SUMMARY

At its January 2025 Board meeting, the Board received an informational briefing on the requirements of SB 5 (2007) and the Agency's approach to achieving an Urban Level of Protection and maintaining adequate progress for the Mossdale Tract. At the conclusion of that briefing, the Board authorized the issuance of the Mossdale Tract Program: 2024 Annual Adequate Progress Report for Urban Level of Protection (2024 Report).

The Agency is now able to continue to meet its annual reporting requirement and issue the 2025 version of the report. Agency staff and consultants have prepared the Mossdale Tract Program: 2025 Annual Adequate Progress Report for Urban Level of Protection (2025 Report) (**Attachment 1**) and hereby requests that the Board adopt a resolution directing the issuance of the report and its transmittal to the Central Valley Flood Protection Board consistent with the requirements of SB 5.

DISCUSSION

Background

Compliance with SB 5 requires the Agency's issuance of annual adequate progress reports that focus on identification of the sources of funding available to implement improvements needed to achieve ULOP for the Mossdale Tract Area and the advancement of the implementation of the project in accordance with the projection and schedule for completion by the identified deadline. The Agency's efforts since 2018 have been primarily focused on developing funding for the following fronts:

- Local Funding: To generate funding for the improvements, the Agency has approved and implemented the Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee Program (Regional Levee Fee) in coordination with its member Land Use Agencies (San Joaquin County and the Cities of Lathrop, Manteca, and Stockton). In addition, the Agency coordinated with its member land use agencies to form the Mossdale Tract Enhanced Infrastructure

ISSUANCE OF THE MOSSDALE TRACT PROGRAM 2025 ANNUAL ADEQUATE PROGRESS REPORT

Financing District (EIFD). Finally, in July 2024, the Agency formed the Mossdale Tract Overlay Assessment District (OAD). With these three main local funding sources in place, the Agency can generate the funds needed to advance improvements and provide the local match to State and Federal funding.

- State Study & Funding: The Agency applied for and received a $5.0 million grant at 50% cost share from the State through its UFRR Grant Program. This grant funded the Mossdale UFRR Flood Risk Reduction Feasibility Study to evaluate options with State interest and advance Preliminary Design and Environmental Review of a preferred alternative. This partnership has led to a State Budget allocation and the execution of a 6th amendment to the grant funding agreement providing an additional $75 million to advance a portion of the preferred alternative. With this funding place, the Agency is currently advancing environmental review, design and right-of-way planning in support of the project's implementation.
- Federal Study & Funding with State: In September 2022, the Agency executed a Feasibility Cost Share Agreement with the US Army Corps of Engineers (USACE) and the State of California to advance a Federal Feasibility Study of Federal Interest in flood risk reduction in the basin. This is the first step toward USACE constructing improvements at a 65% cost share, with the State and the Agency paying the remaining 35% of the project's construction. The Federal Feasibility Study is actively underway.

PRESENT SITUATION

The last Annual Adequate Progress Report (APR) Update prepared by the Agency was the 2024 APR which was submitted by the Agency to the CVFPB in January 2025. The current 2025 APR reflects minor updates to the 2024 APR to reflect: actual costs incurred, revenues received to date, and refinements in revenue projections that are functionally related to planned land use changes in the basin. The 2025 APR continues to reflect the strategy summarized above of a combined Federal / State / Local partnership for implementation and funding. The 2025 APR continues to reflect the same schedule and updated project cost estimate reflected in the 2024 APR.

The financing strategy in the 2025 APR reflects the following:

- An expenditure schedule for an overall ULOP Project (which is comprised of the

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Manteca Dryland Levee project and a USACE implemented Lower San Joaquin River Lathrop and Manteca Project);

- Local funding from annual revenues received from the Agency's Regional Development Impact Fee, EIFD and Mossdale OAD;
- State funding from a Mossdale UFRR Grant inclusive of a 6th Amendment; and,
- Bond proceeds from the Agency's sale of Assessment Revenue Bond secured by the Mossdale OAD.

The schedule for implementation of the required improvements needed to achieve ULOP reflect completion by 2035, a head of the required deadline of 2040 as codified by SB 586 (2024).

Next Steps

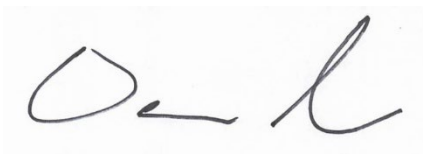
Approve a resolution (**Attachment 2**) authorizing the Executive Director to Issue the 2025 APR. In doing so, SJAFCA will transmit the document to the CVFPB and make the information available to the Land Use Agencies and the public.

FISCAL IMPACT

The recommended action involves the issuance and transmittal of a completed report. There is no net budgetary impact because of staff's recommendation to the Board.

CEQA

The recommended action does not constitute a project the CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment, or a foreseeable indirect physical change in the environment. The approval of this agenda item does not commit SJAFCA to a definite course of action regarding a project and any subsequent acquisition will be assessed for environmental impacts at the time it is consummated.



ISSUANCE OF THE MOSSDALE TRACT PROGRAM 2025 ANNUAL ADEQUATE PROGRESS REPORT

_____
APPROVED:
DARREN SUEN
EXECUTIVE DIRECTOR

Attachments:

1. Mossdale Tract Program: 2025 Annual Adequate Progress Report Update for Urban Level of Flood Protection dated December 22, 2025.

2. Resolution 26-05 of the Board of Directors of the San Joaquin Area Flood Control Agency Authorizing the Issuance of the Mossdale Tract Area: 2025 Annual Adequate Progress Report

LWA

LARSEN WURZEL
& Associates, Inc.
2450 Venture Oaks Way, Suite 240
Sacramento, CA 95833

PUBLIC FINANCE
& MANAGEMENT
RESOLVED

Mossdale Tract Program:

2025 Annual Adequate Progress Report Update

FOR URBAN LEVEL OF PROTECTION

Prepared for: The San Joaquin Area Flood Control Agency (SJAFCA)
December 22, 2025

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APPENDICES

Appendix A: San Joaquin Area Flood Control Agency Resolution No. 19-06: Resolution to Adopt Policy on Adapting Design Standards for the Mossdale Tract Area of SJAFCA in Light of Climate Change

February 24, 2023, Technical Memorandum prepared by Kjeldsen Sinnock Neudeck, Inc. re: San Joaquin Area Flood Control Agency Mossdale Tract Area Urban Flood Risk Reduction Project: 2023 Cost Estimate Update

Appendix B: San Joaquin Area Flood Control Agency Resolution No. 22-07: Resolution Directing Staff to Work with the Member Land Use Agencies to Finalize the Mossdale Tract Urban Level of Flood Protection Development Impact Fee Update and Authorizing the Executive Director to Execute an Amended Collection Agreement (*excluding* the final Nexus Study Update)[1]

Amended Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Protection Development Impact Fee *(Partial Execution)*

Development Impact Fee Program Supporting Tables

[1] A full copy of the referenced Final Nexus Study can be found here: https://stockton.granicus.com/MetaViewer.php?view_id=70&clip_id=7899&meta_id=698228

Appendix C: San Joaquin Area Flood Control Agency Resolution No. 24-22: Resolution of the Board of Directors of the San Joaquin Area Flood Control Agency Approving Final Engineer's Report, Forming the Mossdale Tract Overlay Assessment District and Ordering the Levy of Assessment beginning in Fiscal Year 2024-25

Appendix D: Mossdale Tract Enhanced Infrastructure Financing District – Infrastructure Financing Plan Final Report dated June 2, 2022[2]

Memorandum of Understanding between the San Joaquin Area Flood Control Agency and the Mossdale Tract Enhanced Infrastructure Financing District Public Financing Authority dated June 15, 2023

Supporting Financing Plan Tables

[2] A full copy of the referenced IFP Final Report can be found here: https://www.sjafca.org/home/showpublisheddocument/1275/637902252871700000

LIST OF ABBREVIATIONS

APR	Adequate Progress Repot
2016 APR	RD 17: Area Adequate Progress Report for Urban Level of Protection (June 2016)
Area	Mossdale Tract Area
CEQA	California Environmental Quality Act
Climate Adaptation Policy	SJAFCA adopted Policy on Adapting Design Standards for the Mossdale Tract Area of SAJFCA in Light of Climate Change
CVFPB	Central Valley Flood Protection Board
DIF	Development Impact Fee
DWR	California Department of Water Resource
EIFD	Enhanced Infrastructure Financing District
EIP	Early Implementation Program
Engineer's Report	PBI's March 22, 2016, ULDC Evaluation of the RD 17 Levee
Project	Levee Improvements to meet ULDC 200-year requirements
IPE	Independent Panel of Experts
JEPA	Joint Exercise of Powers Agreement
JPA	Joint Powers Authority
KSN	Kjeldsen, Sinnock & Neudeck Inc.
Land Use Agencies	San Joaquin County and the Cities of Lathrop, Manteca, and Stockton
LFMA	Local Flood Management Agency (previously RD 17, Lathrop, and Manteca, now SJAFCA)
LSRP	Levee Seepage Repair Project
LWA	Larsen Wurzel & Associates, Inc.
Mossdale Tract Area	The area serviced by Reclamation District No. 17
O&M	Operations and maintenance
OAD	Special Benefit Overlay Assessment District
PBI	Peterson Brustad, Inc.

RD 17	Reclamation District 17
RFP	Request for Proposal
SB5	Senate Bill 5 (2007)
SJAFCA	San Joaquin Flood Control Agency
SJCFCWCD	San Joaquin County Flood Control and Water Conservation District
IFP / the Plan	Infrastructure Financing Plan
UFRR	Urban Flood Risk Reduction
ULDC	Urban Levee Design Criteria
ULOP	Urban Level of Flood Protection
USACE	U.S. Army Corps of Engineers

Overview & Context

Larsen Wurzel & Associates, Inc. (LWA) has been engaged by the San Joaquin Flood Control Agency (SJAFCA), the Local Flood Management Agency (LFMA) for the Mossdale Tract Area (the Area), to prepare an Annual Adequate Progress Report Update (Annual APR Update) toward the achievement of an Urban Level of Flood Protection (ULOP) within the Mossdale Tract Area (Area) for calendar year 2025. In 2016 and 2017, the Cities of Lathrop and Manteca, as well as Reclamation District 17 (RD 17) comprised the LFMA and these agencies reported the status of Adequate Progress for the Area to the Central Valley Flood Protection Board (CVFPB). In January 2018, SJAFCA took over the role of LFMA for the Area and assumed responsibility for Annual Reporting pursuant to Government Code §65007 (a)(5). This Annual APR Update is being submitted by SJAFCA to support all land use agencies within the Area. This is the tenth Annual Report on Adequate Progress for the Area; the eighth prepared by SJAFCA.

As noted in the 2018 Annual APR Update, prior to January 2018, SJAFCA's membership consisted of the City of Stockton, San Joaquin County, and the San Joaquin County Flood Control and Water Conservation District (SJCFCWCD). Effective January 1, 2018, the Joint Exercise of Powers Agreement (JEPA) establishing SJAFCA was amended to include the Cities of Lathrop and Manteca. This action was taken by all members of the new SJAFCA organization as part of the plan (described further within this report[3]) to achieve ULOP. Herein, San Joaquin County and the Cities of Lathrop, Manteca, and Stockton are jointly referred to as the Land Use Agencies.

In June 2016, LWA prepared the "RD 17 Area: Adequate Progress Report for Urban Level of Protection" (2016 APR). The 2016 APR served as the strategic plan describing the steps that the LFMA and the Land Use Agencies in the RD 17 basin (hereinafter referred to as the Mossdale Tract Area) are taking to generate the funding necessary to advance and ultimately implement 200-year levee improvements in accordance with the requirements of Senate Bill 5 (2007) (SB5) as amended. The 2016 APR described several aspects including:

- The requirements set forth by SB5 and ULOP;
- The requirements of the Land Use Agencies in making findings related to Adequate Progress toward ULOP, and, more specifically;
- The approach the LFMAs in the Mossdale Tract Area were taking with respect to compliance with the guidance provided by the California Department of Water Resource (DWR) in support of the Land Use Agencies' maintenance of findings of Adequate Progress.

Land Use and LFMA Requirements for Maintaining Findings of Adequate Progress toward ULOP

Adequate Progress has been defined by the 2007 California Flood Legislation (see Government Code §65007(a)) as:

- The development of the scope, schedule, and cost to complete flood protection facilities;

[3] Reference the **Governance Approach to Funding & Implementation** section (page 12) of this report.

- Documentation that revenues have been identified to support implementation of the flood protection facilities;
- Evidence that critical features of the flood protection facilities are under construction and progressing;
- The city or county has not been responsible for a significant delay in the completion of the system; and
- The LFMA has provided DWR and the CVFPB information to determine substantial completion of the required flood protection.

Regarding the last bullet, the LFMA must annually document:

- That the total project scope, schedule, and cost of the completed flood protection system have been developed to meet the appropriate standard of protection;
- That 90% of the required revenues scheduled to be received by that year have been appropriated and are being expended;
- Critical features of the flood protection system are under construction and each critical feature is progressing as indicated by the actual expenditures of the construction budget; and,
- The city or county has not been responsible for a significant delay in the completion of the system.

In addition, the 2007 California Flood Control Legislation requires the LFMA to report annually to the CVFPB on the status of progress toward completion of the flood protection system.

*This **2025 Annual Adequate Progress Report Update** is intended to satisfy the annual reporting requirements for 2025 by the LFMA for reference by the Land Use Agencies in the Mossdale Tract Area in their ULOP findings.*

Mossdale Tract Area Approach to ULOP

The 2016 APR was prepared by the Cities of Lathrop and Manteca and RD 17 to provide information for the Cities and County located within the Mossdale Tract Area, for their reference in support of their respective ULOP findings for land use decisions within the Mossdale Tract Area. The following describes the evidentiary conclusions from the 2016 APR, based on DWR's ULOP criteria (collectively the ULOP EVD-3[4]):

- A report prepared by the LFMA demonstrating Adequate Progress as defined in California Government Code Section 65007(a).
    - *The 2016 APR, in combination with other documentation prepared by the Land Use Agencies demonstrated adequate progress.*

- A report prepared by a Professional Civil Engineer registered in California to document the data and analyses for demonstrating the property, development project, or subdivision will have ULOP at the time when the flood protection system is completed.
    - *The LFMA requested that a team of Professional Engineers led by Peterson Brustad, Inc. (PBI) in coordination with their subconsultants, Kjeldsen, Sinnock & Neudeck Inc. (KSN) and ENGEO prepare the required report. Their report, dated March 22, 2016, compiled under a Cover*

[4] Reference page 2-10 within the ULOP Criteria, November 2013.

Memorandum titled "Urban Levee Design Criteria (ULDC) Evaluation of the RD17 Levee" met the requirement at that time.

- A report by an Independent Panel of Experts (IPE) on the review of the report prepared by the Professional Civil Engineer.
    - *An IPE consisting of Robert Pyke, Edwin Hultgren, and Thomas Plummer was engaged to review the Engineer's Report. The panel's report dated May 24, 2016, titled "Independent Review of Urban Levee Design Criteria Evaluation, March 2016" fulfilled this requirement.*

- A response by the Professional Civil Engineer to the comments from the IPE.
    - *PBI, author of the documents reviewed by the IPE, responded in a letter addressed to Mr. Glenn Gebhardt with the City of Lathrop and Mr. Kevin Jorgensen with the City of Manteca, dated June 3, 2016. Mr. Dave Peterson, P.E. of PBI prepared the response. This letter fulfilled this requirement.*

- An annual report prepared by the LFMA, submitted to the CVFPB documenting the efforts in working toward completion of the flood protection system.
    - *The 2016 APR, in combination with other documentation prepared by the acting LFMA, supported the evidentiary requirements of Adequate Progress. The 2016 APR addressed how the flood protection system that will provide ULOP will be funded and financed. The 2016 APR described the proposed funding mechanisms, the approach and schedule for their implementation, and the projected revenues identified to support implementation of the flood protection system.*

The CVFPB, on October 25, 2016, acknowledged receipt of the evidentiary documentation including the 2016 APR and indicated that the "submittal sufficiently complies with the statutory requirements of California Government Code Section 65007(a)". The CVFPB indicated that their compliance letter was valid through September 30, 2017 and that future year's evaluations would be based upon review of annually submitted documents.

On August 10, 2017, the City of Lathrop, acting as the LFMA and on behalf of the Cities of Lathrop and Manteca, transmitted the first Annual APR Update, the *2017 Adequate Progress Report Update*, dated June 13, 2017. In response to the submission of that report, CVFPB staff requested that the City of Lathrop prepare an Adequate Progress Submittal Form which was completed and submitted to CVFPB staff on Thursday November 2, 2017.

Subsequent Annual reports have been submitted by SJAFCA, acting as the LFMA and on behalf of the Mossdale Tract Area, to the CVFPB as follows:

- On June 28, 2018, SJAFCA transmitted the *2018 Annual Adequate Progress Report Update*.
- On June 28, 2019, SJAFCA transmitted the *2019 Annual Adequate Progress Report Update*.
- On June 30, 2020, SJAFCA transmitted the *2020 Annual Adequate Progress Report Update*.
- On June 29, 2021, SJAFCA transmitted the *2021 Annual Adequate Progress Report Update.*

- On January 31, 2023, SJAFCA transmitted the *2022 Annual Adequate Progress Report Update.*
- On September 23, 2024, SJAFCA transmitted the *2023 Annual Adequate Progress Report Update.*
- On February 4, 2025, SJAFCA transmitted the *2024 Annual Adequate Progress Report Update.*

To address the uncertain nature of climate change and the resulting impacts to hydraulics and hydrology, in February 2019 SJAFCA adopted a *Policy on Adapting Design Standards for the Mossdale Tract Area of SAJFCA in Light of Climate Change* (Climate Adaptation Policy, SJAFCA Resolution No. 19-06, included as **Appendix A**). This policy identifies seven specific elements that are to be incorporated into both the design and implementation of the Mossdale Tract 200-year improvements to address climate change uncertainties. Further, SJAFCA engaged a task order with PBI to update the scope and cost of the 200-year improvements to address the adopted Climate Adaptation Policy. This effort resulted in the preparation of a detailed cost estimate prepared by Kjeldsen Sinnock & Neudeck, Inc. (KSN) addressing the costs of complying with policy.

The 2020 Annual Report Update and subsequent reports have reflected the costs of compliance with the adopted Climate Adaptation Policy as part of the financing plans presented within them. Further, an evaluation and analysis of the proposed Climate Adaptation Policy improvements determining that the improvements meet the appropriate standard of protection has been completed consistent with the evidentiary requirements of DWR's ULOP criteria. The 2021 Annual Report Update and subsequent reports include reference to the additional evidentiary materials. Those materials include:

- A report prepared by a Professional Civil Engineer registered in California to document the data and analyses for demonstrating the property, development project, or subdivision will have ULOP at the time when the flood protection system is completed.
    - *A team of Professional Engineers led by Peterson Brustad, Inc. (PBI) in coordination with their subconsultants, Kjeldsen, Sinnock & Neudeck Inc. (KSN) and ENGEO prepare a report dated June 18, 2021, compiled under a Cover Memorandum titled "2021 Climate Change Update to the Mossdale Engineer's Report." The materials included within the report were presented to the IPE in April 2021 for their review and comment.*

- A report by an Independent Panel of Experts (IPE) on the review of the report prepared by the Professional Civil Engineer.
    - *An IPE consisting of Robert Pyke, Robert Lokteff, and Thomas Plummer was engaged to review the 2021 Climate Change Update to the Mossdale Engineer's Report. In response, the IPE prepared a report dated June 1, 2021, titled "Independent Panel of Experts for RD 17 200-Year Level of Protection Project Climate Change Update."*

- A response by the Professional Civil Engineer to the comments from the IPE.
    - *PBI, author of the documents reviewed by the IPE, responded in a letter addressed to Mr. Chris Elias, dated June 18, 2021. Mr. Michael Rossiter, P.E. of PBI prepared the response. This letter fulfilled the response requirement.*

- An annual report prepared by the LFMA, submitted to the CVFPB documenting the efforts in working toward completion of the flood protection system.
    - *This 2025 APR, in combination with the documentation prepared by the LFMA, supports the evidentiary requirements of Adequate Progress. This 2025 APR addresses how the flood protection system, as described within the 2016 and 2021 Climate Change Update Engineer's reports, will provide ULOP will be funded and financed. This 2025 APR describes the proposed funding mechanisms, the approach and schedule for their implementation, and the projected revenues identified to support implementation of the flood protection system. Further, this 2025 Annual Adequate Progress Report Update is intended to continue to address the requirements of Government Code Section 65007 (a)(5). "The local flood management agency shall annually report to the CVFPB on the efforts in working toward completion of the flood protection system."*

Finally, it is intended that this report, in combination with any other required documentation pursuant to SB5 and DWR's associated ULOP Guidance, may be referenced by the Land Use Agencies in the Mossdale Tract Area (specifically the Cities of Lathrop, Manteca, and Stockton, as well as San Joaquin County) in making new or validating findings related to approval of development projects that rely on the Adequate Progress Findings where such a finding is applicable.

Adequate Progress toward ULOP

The existing RD 17 levees protecting the Mossdale Tract Area do not meet the updated DWR ULDC standards adopted in May 2012, and the existing levees are not currently certified to provide 200-year protection. Accordingly, SJAFCA is pursuing efforts to achieve ULOP by the required deadline. The required deadline for achieving ULOP for the Mossdale Tract Area, as of the date of this report, is 2040.[5]

The LFMA's plan for flood protection through the year 2040 consists of two components: (1) RD 17's, now completed, Phase 3 Levee Seepage Repair Project (LSRP) and (2) SJAFCA identified levee improvements to achieve ULDC 200-year requirements (the Project or SJAFCA ULOP Project).

The SJAFCA ULOP Project, as described previously in the 2016 APR, consists of a Fix-In-Place Levee Improvement Project and an extension of the existing dryland levee in Manteca. A review of the (i) Project scope, (ii) Project schedule, and (iii) the cost of the completed flood protection system, all as proposed in 2016 and later updated, demonstrate that they were developed to meet the appropriate standard of protection based on information known at that time. As noted above, as part of the implementation of SJAFCA's adopted Climate Adaptation Policy and efforts to complete the Mossdale Tract Area Urban Flood Risk Reduction Study, SJAFCA has identified and analyzed the requisite improvements needed to meet the appropriate standard of protection when considering the uncertain impacts of climate change. SJAFCA's efforts to address climate change resulted in the preparation of materials to support all the requisite evidentiary requirements of ULOP including the 2021 Update to the 2016 Engineer's Report and associated IPE review/Engineer's response.

Critical Features of the Flood Protection System are Under Construction and Each Critical Feature is Progressing

RD 17 Levee Seepage Repair Project

RD 17, with funding from the issuances of multiple series of bonds secured by assessment revenues and a funding agreement with DWR, has constructed all of the Phase 3 LSRP improvements. One remaining component of the Phase 3 LSRP improvements includes, a 400' long jet-grout cutoff wall under the River Islands Parkway bridge (Element VI-a.1) which is planned to be addressed as part of SJAFCA ULOP Project.

Based on information obtained from RD 17 and estimates made by LWA given information provided, a cumulative total of approximately $81 million of LSRP improvements have been completed. RD 17 funded the project by issuing bonds in 2009 and 2017 and utilized bond proceeds, along with annual assessment revenues, to match grant funding from DWR to advance the LSRP to completion.

SJAFCA ULOP Project

In June 2016, the City of Lathrop secured 50% funding for $10 million of work (total of $5.0 million of grant funding) from DWR under the UFRR Program and executed a funding agreement with DWR to fund a feasibility analysis of a focused array of alternatives which address State estimates of climate change through 2040. In

[5] SB 586, signed into law on April 30, 2024, extended the ULOP deadline for the Mossdale Tract to 2040.

January of 2019, the grant funding agreement transitioned to SJAFCA. The Mossdale Tract Area Urban Flood Risk Reduction Study (UFRR Study) was completed in September 2021. The UFRR Study cost approximately $1.83 million. The early engineering evaluations and ULDC deficiency analyses cost approximately $2.83 million. DWR provided cost sharing for both the early work and the UFRR Study, approximately $2.3 million. The remaining funds from DWR, approximately, $2.0 million have been used to advance environmental review (California Environmental Quality Act [CEQA] Analysis) and preliminary design of the initial phase of the preferred alternative.

In September 2022, SJAFCA executed a Feasibility Study Cost Share Agreement (FCSA) with the USACE to evaluate the Federal Interest in an array of alternatives to provide enhanced flood protection to the Lathrop and Manteca Area. This study will result in the preparation of the Lower San Joaquin River Lathrop and Manteca Feasibility Study, CA. While Federal interest in the Mossdale Program is being evaluated, SJAFCA has continued to advance the design and permitting of certain common features of the UFRR feasibility study preferred alternatives that overlap with the features of the ULOP Project.

In September 2024, SJAFCA and DWR executed an amendment to the UFFR Agreement adding an additional $75 million of funding (total State funding of $80 million) to advance implementation of a portion of the approved UFFR Feasibility Study's preferred alternative. SJAFCA is currently advancing the following pre-construction activities utilizing State and local funds.

- CEQA review and regulatory permitting
- Engineering plans and specifications
- Right of Way Planning

SJAFCA's goal is to advance implementation of improvements ahead of Federal authorization of the Project. With available State and Local funding, SJAFCA plans to complete environmental review, finalize the design of the improvements and advance construction of the Dryland Levee improvements.

Summary of Scope, Schedule & Cost

The 2016 Engineer's Report and 2021 Update identify two projects. These projects are listed below and, when fully implemented, will meet the objective of 200-year ULOP for the Mossdale Tract Area. These projects include:

1. **RD 17 LSRP** is being implemented in three phases:
    a. Phase 1 (Completed 2008-09)
    b. Phase 2 (Completed 2009-11)
    c. Phase 3 (Completed 2024)
2. **SJAFCA ULOP Project**[6] is being pursued as Phase 4 and includes the following outlined steps:
    a. ULDC engineering analysis and identification of deficiencies (completed March 22, 2016)

[6] Throughout this report the Phase 4 Project was formerly known as the "Fix-In-Place" Project with the inclusion the extension of the dryland levee in Manteca.

b. Additional Climate Change related analyses and update to the ULDC engineering analysis to consider SJAFCA's Adopted Climate Adaptation Policy (completed June 18, 2022)
c. Design and environmental evaluation of levee improvements to cure ULDC deficiencies (Commenced July 2022, Administrative Draft EIR completed in January 2023. A Final EIR to be completed in mid-2026.)
d. Implement levee improvements to cure ULDC deficiencies.
    i. Early advancement of improvements through a State/Local Urban Flood Risk Reduction Program Project
    ii. USACE Implementation of a federally authorized Lower San Joaquin River Lathrop and Manteca, CA Project

Schedule

On April 30, 2024, the Governor signed into law SB 586 which modified the timeline requirement for ULOP for the Mossdale Tract. Current effective law extends the deadline to 2040. The following schedule of milestones provides the LFMA's updated current plan to implement the levee improvements by 2040. The updated plan reflects a combined Local/State and USACE implementation plan where SJAFCA, with funding support from the State constructs a portion of the project, and the USACE constructs the balance. The Project Funding and Financing Approach outlines key milestones for implementation of the various funding mechanisms identified to support the revenue and financing requirements for the Project implementation.

Activity	Completion
Phase 3: RD 17 LSRP	12/31/2023
Phase 4: SJAFCA Project	
State/Local Implementation	
Environmental Documentation	8/14/2026
Right of Way Acquisition[7]	9/30/2027
Engineering Design[8]	10/31/2027
Construction	10/31/2029
Permitting & Compliance[9]	12/31/2027
USACE Implementation	
Environmental Documentation	12/31/2028
Right of Way Acquisition[7]	6/30/2030
Engineering Design	6/30/2032
Construction	10/31/2034
Permitting & Compliance[9]	12/31/2034

[7] Completion is reflective of possession of the necessary rights to complete the improvements, not necessarily compensation.
[8] It is expected that the project would be phased and the first package of engineering plans and specific would be completed in time to commence construction in 2026.
[9] Reflects required permitting and ongoing mitigation and monitoring requirements.

Total Program Costs

Since the 2016 APR, updated cost estimates consolidating all components of the project into a single estimate have been prepared.

Table 1 summarizes the total costs for the LSRP and SJAFCA Projects. The total design, permitting, and construction project costs of the LSRP in actual dollars to complete construction is **$80.96 million**. An updated cost estimate of SJAFCA's Project has been prepared to reflect a single budget addressing ULDC deficiencies and SJAFCA's Climate Adaptation policy through a combination of locally led and USACE led improvements. The cost estimate for the flood risk management components of the project was updated in early 2023 to reflect design updates to the project based upon the completion of UFRR Study and subsequent 35% preliminary design. More specifically, the cost estimate prepared in 2023 has been refined to reflect expected increased costs of mitigation as well as the requirements to incorporate multi-benefit eco-system restoration requirements needed to secure State cost sharing. The updated cost estimate, in 2023 dollars, is approximately **$337.3 million**.[10]

[10] Reference Appendix A - February 24, 2023, Technical Memorandum prepared by Kjeldsen Sinnock Neudeck, Inc. re: San Joaquin Area Flood Control Agency Mossdale Tract Area Urban Flood Risk Reduction Project: 2023 Cost Estimate Update.

Table 1 - APR
Mossdale Tract: 2025 Financing Plan Update
Program Cost Summary

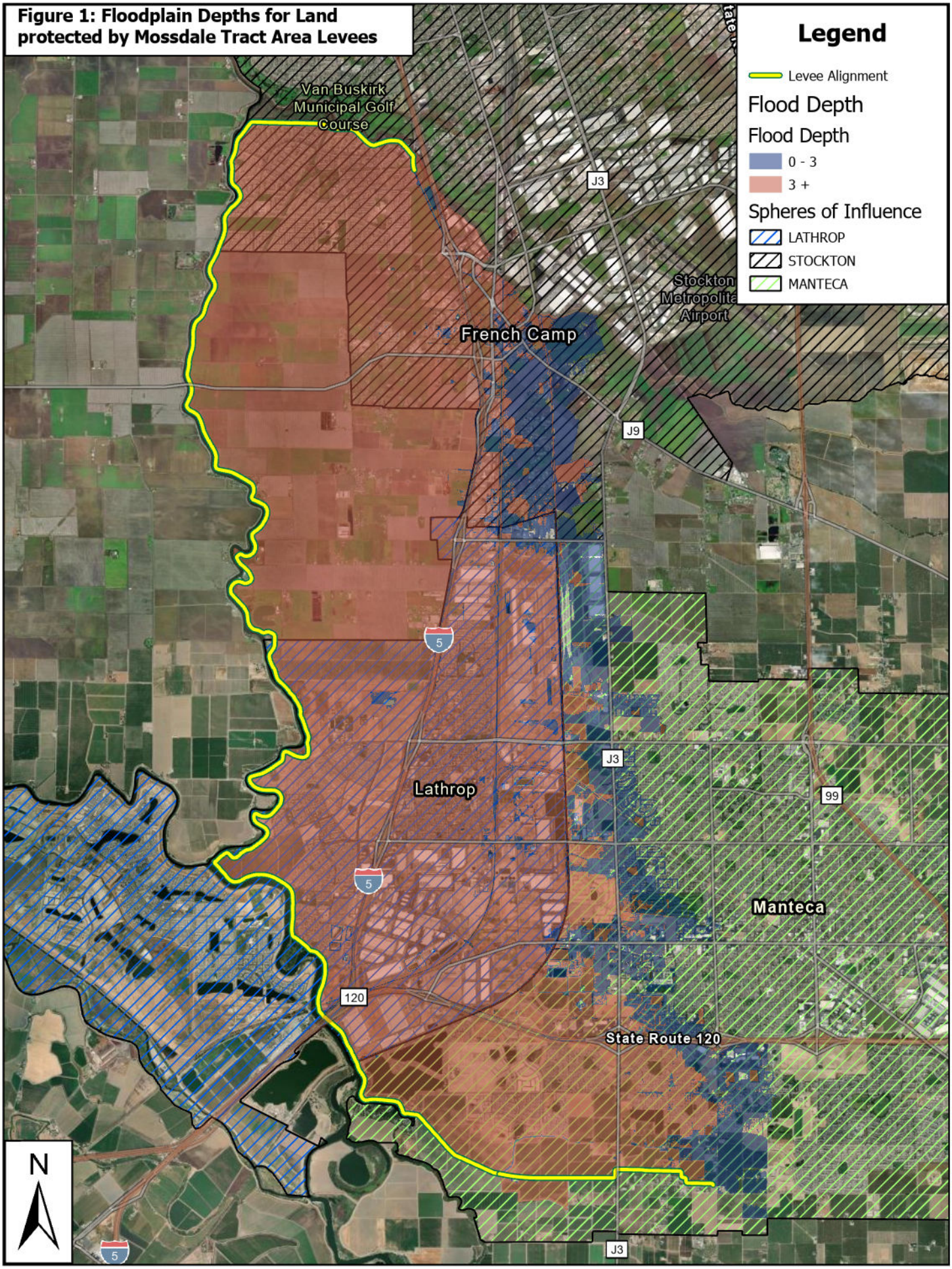
Project Phase	Actual Costs to Complete	Updated Project Costs Including Climate Adaptation & Eco-System Restoration (2023$)
LSRP Phase 1	**$2,795,761**	
LSRP Phase 2 ***(including Parks)***	**$13,068,589**	
LSRP Phase 3	**$65,095,249**	
SJAFCA ULOP Project		**$337,303,900**
Total Cost	**$80,959,600**	**$337,303,900**

Source: Kjeldsen Sinnock & Neudeck and Larsen Wurzel & Associates, inc.

Applicable Geographic Area Reliant on Adequate Progress Report

As noted in the 2016 APR and in the Annual Updates, the Adequate Progress Report applies to development afforded ULOP within the Mossdale Tract Area once the Project is complete. **Figure 1** shows the results of PBI's hydraulics analysis included as part of the Engineer's Report.[11] The overall area removed from the floodplain as a result of completion of the LSRP and SJAFCA Project is shown as the combined red and blue areas in **Figure 1**. More specifically, the area with greater than three-foot flood depths that would be subject to SB5 development restrictions without the completion of the LSRP and SJAFCA Project is shown in red.

[11] This figure has been updated to reflect updated hydraulics associated with climate change. Future versions of this annual report will reflect the increased area to the East as a result of climate change.


Figure 1: Floodplain Depths for Land protected by Mossdale Tract Area Levees
Legend
Levee Alignment
Flood Depth
Flood Depth
0 - 3
3 +
Spheres of Influence
LATHROP
STOCKTON
MANTECA
Van Buskirk Municipal Golf Course
French Camp
Stockton Metropolitan Airport
Lathrop
Manteca
State Route 120
J3
J9
5
99
120
N

Project Funding and Financing Approach

In accordance with SB5, the 2016 APR provided documentation that revenues were identified to support implementation of the flood protection facilities. The following discussion restates and, where applicable, updates the revenue sources identified for the projects.

RD 17 began advancing the LSRP in 2008 with the formation of the RD 17 assessment and funding from the DWR's Early Implementation Projects (EIP) and Urban Flood Risk Reduction (UFRR) Programs. These revenues sources were utilized to complete the LSRP.

To fund SJAFCA's ULOP Project, the LFMA has identified the following local sources for the design, environmental review, permitting, and construction of ULOP improvements:

- SJAFCA 200-Year Development Impact Fee and Crediting Program
    - A Regional SJAFCA 200-Year Development Impact Fee (Regional DIF) paid by project applicants developing within the 200-year floodplain was adopted by SJAFCA in November 2018. The development impact fee program was later updated in March 2022 (SJAFCA Resolution 22-07). The fee is collected pursuant to an agreement between SJAFCA and the land use agencies in the basin and collected funds are provided to SJAFCA to implement the Project. Property already entitled and planned for development within the basin that benefits from the Project that has (or will in the future) advanced funding can apply that prior funding as credit towards the Project's fee obligation via a fee crediting arrangement. In March 2018, SJAFCA Adopted Resolution 19-15 formalizing a crediting program and the principles around this crediting approach were carried forward as part of the March 2022 update and collection agreement. (**Appendix B**).

- A Special Benefit Assessment District – the Mossdale Tract Overlay Assessment District
    - In July 2024, SJAFCA adopted a Resolution of Formation forming the Mossdale Tract Overlay Assessment District (OAD) (**Appendix C**). The OAD levies assessments on properties (parcels) directly receiving flood damage reduction benefit from the construction and long-term O&M of the Project. The OAD has collected assessments since FY 2024/25.

- An Enhanced Infrastructure Financing District
    - An Enhanced Infrastructure Financing District (EIFD) captures a portion of the growth in property taxes and dedicates the revenue toward the implementation of the Project. In May 2019, SJAFCA commenced the formation effort and in July 2022 the Mossdale Tract Enhanced Infrastructure Financing District Public Financing Authority (PFA) approved the formation of the Mossdale Tract Enhanced Infrastructure Financing District. With EIFD's formation in July 2022, it started generating tax increment revenue in FY 2022/2023. In May 2023, SJAFCA and the PFA formalized the process for transferring funds generated by the EIFD to SJAFCA for the Project through the execution of a Memorandum of Understanding (**Appendix D**).

The above local funding sources, as well as future bond proceeds secured by annual OAD revenues, will be utilized by SJAFCA to match State Grant revenues and fund SJAFCA's share of the local sponsor obligations of a future USACE Project either through in-kind credit by constructing improvements ahead of the USACE and acquiring property, or by making direct cash payments to the USACE.

Governance Approach to Funding & Implementation

Prior to 2016, to facilitate the funding and implementation of the Project, the Cities of Lathrop and Manteca commissioned a governance evaluation. The 2016 APR outlined the governance structure that existed at the time in the Mossdale Tract Area for implementing the LSRP and outlined the entities that would be needed to support the implementation of the Phase 4 Project. The governance evaluation was completed in late 2017 and ultimately resulted in the reorganization of SJAFCA. SJAFCA is now the LFMA and Funding Entity, for the Mossdale Tract Area. SJAFCA now fulfills several distinct governance structures that were previously identified and evaluated to support the implementation, funding, and financing of the Project.

Project Funding and Financing Plan

In accordance with Government Code §65007(a), this portion of the 2025 Annual APR Update provides documentation that revenues have been identified to support implementation of the flood protection facilities and further, that sufficient revenues to fund each year of the project schedule have been identified. The 2016 APR presented a Funding and Financing Plan that has been refined and updated based on the actual progression of the Project's implementation and additional information obtained subsequent to that report. Further this section addresses the requirement to demonstrate that in any given year, and consistent with that schedule of identified revenues, at least 90 percent of the revenues scheduled to be received by that year have been appropriated and are currently being expended.

Remaining Project Costs

LSRP Project

This document has been updated since the preparation of the 2016 APR to reflect progress since May 2016 based on the completion of the RD 17's LRSP. As of the 2024 APR (December 2024) there were no remaining costs as the LSRP was completed in 2024.

Phase 4 Project Costs

Table 2 presents the Opinion of Probable Costs prepared by KSN for the Phase 4 Project as of February 2023 which are reflective of SJAFCA Climate Adaptation Policy update, the completed UFRR Study, and progress made on advancing the preliminary design of the project to a 35% design level. The cost estimates for the flood risk management components of the project were prepared by KSN and updated / augmented by LWA to incorporate the ecosystem and multi-benefit improvements and other required non-flood risk management components identified in the UFRR Study required to secure State cost sharing. The costs presented in Table 3 continue to be presented in 2023$'s, however, the remaining cashflow and financing plan analyses presented within this report consider cost escalation.

Sources & Uses

An updated financing plan for the implementation of the required levee improvements has been prepared. **Table 3** presents a sources and uses statement based on the updated financing plan and a cash flow model reflective of the progress of the work over the past year and projected completion of the Project by 2040. Additionally, **Table 3** shows the identified revenues that provide the basis for the financing plan. The financing plan is governed by the following assumptions:

- The RD 17 Mossdale Tract Assessment and the associated bond issuances in combination with committed State funding from DWR's EIP / UFRR program have funded the seepage remediation work to full completion at the end of 2024. This financing plan reflects the change in the State cost sharing memorialized through a funding agreement amendment between DWR and RD 17. The State cost sharing split for the LSRP Project is 60%/40% State versus Local Funding.

- The following SJAFCA established funding mechanisms provide sufficient funding to match State Grant revenues to both implement the State/Local Urban Flood Risk Reduction Project then cost share in an authorized Lower San Joaquin Ricer Lathrop and Manteca, CA Project:
    - A Regional DIF program collecting revenues in 2018 and updated in 2022.[12]
    - The Mossdale Tract OAD established in July 2024 collecting annual revenues starting in FY 2024/2025.[13]
    - The Mossdale Tract EIFD, covering the properties directly benefiting from the project, with a base of FY 2021/2022, receiving allocated property tax revenues starting in FY 2022/2023.
    - A bond authorization and issuance secured by Mossdale Tract OAD revenues as early as FY 2026/27 with proceeds used to fund construction costs of the State / Local Urban Flood Risk Reduction Project.
- Congress authorizes the Lathrop and Manteca Project in 2028, SJAFCA, the Central Valley Flood Protection Board and the USACE enter into a Project Partnership Agreement whereby USACE constructs the remaining improvements needed after SJAFCA's Urban Flood Risk Reduction project.
- The Federal Share of costs of SJAFCA's Urban Flood Risk Reduction project implemented by SJAFCA are creditable toward SJAFCA and the State's share of the remaining Lathrop and Manteca Project improvements constructed by the USACE.

Detailed Cash Flow Analysis and Schedule of Expenses and Revenues

To support the Adequate Progress Findings, as described in the 2016 APR, the LFMA must document that 90% of the required revenue scheduled to be received have been appropriated and are being expended. **Table 4** presents an updated detailed cash flow analysis showing how planned expenditures are funded over time. This schedule is intended to be used by the LFMA to report annually to the CVFPB on the progress of the flood protection system. **Table 4** is supported by a series of tables (reflected in accompanying appendices) that provide details regarding the expenditure and revenues schedule for the LSRP and SJAFCA's Phase 4 Project.

Government Code §65007(a) (2) (A) Compliance

It is important to note that because ULOP for the Mossdale Tract Area is being implemented in multiple stages, by multiple agencies, the financing plan identified for ULOP takes into consideration multiple funding sources. This approach was outlined in the 2016 APR and continues here. The following discussion breaks the funding sources apart by project and discusses compliance with Government Code §65007(a).

As noted above, **Table 4** presents the updated schedule of revenue and expense projections to demonstrate progress of the project as it relates to the requirements of Government Code §65007(a)(2)(A). Consistent with Government Code §65007(a)(2)(A), all of the revenues for the LSRP have been identified, secured and expended to complete the project. The revenues include 1) State Funding from the EIP/UFRR Program and 2)

[12] Revenue projections for the Development Program have been updated based on the latest information provided by the land use agencies for projected development as of December 2024.
[13] The Mossdale Tract OAD enrolled the first year of Assessment on the FY 2024/25 San Joaquin County secured property tax rolls.

RD 17 Mossdale Tract Assessment Revenues and Bond Proceeds. Further, consistent with the revised schedule, 90% of the revenues that are scheduled to be received by this year have either been appropriated by a granting agency (in this case the State) or have been set aside by RD 17 (reference **Table 5**). State funding for the RD 17 Project was included within prior State Budget Appropriations and the entirety of RD 17's grant agreement has been appropriated. As it relates to the local share of the funding, while RD 17 is not required to adopt an appropriated budget by law,[14] they have set aside the funds for the Project and entered into contracts and/or are required by law based on the source of the revenues to expend those funds for the specific purpose of implementing the LSRP (this is consistent with the intent of a budgetary appropriation). More specifically, those contracts include the EIP Funding Agreement that RD 17 has entered into with DWR as well as the Indenture of Trust Agreements between the District and its Bond Trustee. Finally, as a matter of law, RD 17's Assessment Revenues must be utilized consistent with its Assessment Engineer's Report and annual resolution approving the levy of the assessment.

Finally, the last requirement of Government Code §65007(a)(2)(A) is that the revenues scheduled to be received by that year are currently being expended. As noted previously, RD 17 has expended the final amount of remaining costs, approximately $890,000, since 2023 to complete the project.

For the SJAFCA ULOP Project, funding for SJAFCA's share of expenses is to come from a combination of State Funding and Local Funding. 100% of the State funding sources for the Urban Flood Risk Reduction Project have been identified and all funding that has been scheduled to be received has been appropriated by the State. Further, 100% of the revenues scheduled to be received have been expended or are being reserved for future projected project related capital expenses. The remaining local funding for the program has been identified and there are no requirements of appropriations from local sources. **Table 5** shows the cumulative scheduled revenues through 2025 and provides an explanation of the authority for the revenues and the associated compliance check with Government Code §65007(a)(2)(A).

Table 6 provides the assumed expenditure schedule for the Phase 4 Project. It is expected that these tables will continue to be refined over time as the planning and development of the Projects progresses.

[14] Reference Reclamation District No. 17 Financial Statements and Independent Auditor's Report, June 30, 2017, Note A – Summary of Significant Accounting Policies (Page 13) – "Budgetary accounting: The District does not adopt an appropriated budget and is not required to adopt such a budget by law. However, the District does adopt a non-appropriated budget annually, which is approved by the Board of Trustees."

Table 2
Mossdale Tract: 2025 Financing Plan Update
ULDC Project Engineer's Opinion of Probable Cost

Item	Base Project Total Costs (2023$)
Soft Costs	
Admin / Planning	9,803,000
Environmental / Permitting	6,126,600
Surveying / Engineering	14,703,600
Construction Management	14,703,100
Mitigation	18,382,000
Subtotal: Soft Costs	**63,718,300**
Construction	**122,520,400**
Right-of-Way Acquisition	**76,213,000**
Contingency	**38,435,300**
Subtotal ULOP Project Costs	**300,887,000**
Multibenefit Improvements	**36,416,900**
Total Cost	**$337,303,900**

Source: Kjeldsen Sinnock & Neudeck February 24, 2023 Technical Memorandum re: San Joaquin Area Flood Control Agency Mossdale Tract Area Urban Flood Risk Reduction Project: 2023 Cost Estimate Update and Larsen Wurzel & Associates, Inc.

Table 3
Mossdale Tract: 2025 Financing Plan Update
ULOP Adequate Progress Sources & Uses Statement (through 2035)

Item	Total *2010 to 2035*	Notes
Project Uses		
LSRP Expenditures		
LSRP - Phase I	$ 2,665,761	
LSRP - Phase II (including Parks)	$ 10,405,033	
LSRP - Phase III [2]	$ 67,888,905	
Subtotal: LSRP Expenditures	**$ 80,959,700**	
ULOP Program Planning & Implementation		
Pre-Project Expenditures (PBI/LWA/ETC)	$ 3,229,308	
Funding Program Implementation Costs	$ 5,165,158	
Feasibility Study & Planning Efforts	$ 3,222,928	
Subtotal: ULOP Program Planning & Implementation	**$ 11,617,394**	
SJAFCA Total Project Expenditures		
Soft Costs	$ 90,592,914	
Construction Costs	$ 184,009,013	
Right-of-Way	$ 120,916,696	
Contingency	$ 56,627,076	
Multi-Benefit Improvements	$ 45,055,415	
Subtotal: SJAFCA Total Project Expenditures	**$ 497,201,116**	
(less) USACE Implemented Improvements	**($ 264,166,251)**	[1]
Total Project Uses	**$ 325,611,959**	
Project Sources		
State Funding for LSRP (EIP Program)	$ 39,585,578	[2]
State UFRR Funding (Preliminary Design Only)	$ 3,833,330	[3]
State Funding (BCP - 0000743)	$ 75,000,000	
State Funding (Future Share of NFS)	$ 25,327,047	
Subtotal Non-Local Funding	*$ 143,745,956*	
Local Funding Sources		
LSRP Funding		
LSRP - RD 17 Mossdale Tract Assessments (Net Revenues)	$ 23,449,180	[4]
LSRP - RD 17 Mossdale Tract (Bond Revenues)	$ 35,603,685	[5]
LSRP - RD 17 Mossdale Tract (Debt Service)	($ 17,678,744)	[6]
SJAFCA Project Funding		
Developer Advances / City Funding	*$ 3,559,691*	[7]
SJAFCA Overlay Assessment - ULDC	$ 27,098,871	[8]
Development Fee Program	$ 85,054,689	[9]
EIFD Revenues net of Refunding	$ 17,590,794	[10]
Future Mossdale Tract OAD Financing (Bond Proceeds)	$ 27,174,000	[11]
Future Mossdale Tract OAD Financing (Debt Service Carry)	($ 17,658,960)	[12]
Subtotal Local Funding	*$ 184,193,206*	
Total Project Sources	**$ 327,939,162**	
Total Project Sources less Uses	**$ 2,327,203**	

Source: LWA

[1] Portion of estimated project costs expected to be constructed by the USACE.
[2] Assumed State Share of Funding for RD 17 LSRP
[3] Balance of UFRR Study Funding Agreement for Pre Design and Environmental Review.
[4] Assumed share of RD 17 Assessment Revenues that are used to fund Project Costs and Debt Service for the LSRP during the time frame of the Analysis
[5] Bond Proceeds assumed to be availble to fund Project Costs as calculated per the Cash Flow Analysis (Table 5)
[6] Debt service for RD 17 PFA Financing during period of analysis.
[7] Funding advanced by Cities and Developers from 2010 to 2016 for ULDC Analysis & Implementation of the Funding Program.
[8] New overlay assessment revenues during period of implementation.
[9] Development Impact fee revenues collected during period of implementation.
[10] EIFD revenues collected during period of implementation net of any fee revenues allocated back to Participating Entities during the project's implementation.
[11] Assumed financing secured by OAD Revenues.
[12] Debt service for OAD Financing during period of analysis.

Table 4
Mossdale Tract: 2025 Financing Plan Update
ULOP Levee Program Cash Flow and Financing Analysis

Year Months	*Reference* (ULOP APR)	Total	Credit [1]	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
LSRP Beginning Balance				-	-	2,608,735	2,077,680	3,976,749	3,622,343	2,568,210	7,960,337	-	-	612,187	6,857,616	8,051,623	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)
LSRP Expenditures																													
LSRP - Phase I	*Actual Cost*	**2,665,761**	2,630,649	4,736	5,416	3,256	1,147	999	15,610	3,948	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
LSRP - Phase II *(including Parks)*	*Actual Cost*	**10,405,033**	3,756,668	4,105,206	494,457	1,435,354	202,792	23,748	33,658	123,106	16,423	68,108	-	27,959	32,420	56,735	17,026	11,375	-	-	-	-	-	-	-	-	-	-	-
LSRP - Phase III [2]	*Table D4 & Table D1*	**67,888,905**	625,090	1,628,635	1,131,541	662,440	650,928	924,784	1,768,943	1,292,907	7,701,385	1,062,214	1,814,977	5,435,604	1,039,513	31,009,409	9,001,655	2,138,881	-	-	-	-	-	-	-	-	-	-	-
Total LSRP Expenditures		**80,959,700**	**7,012,406**	**5,738,577**	**1,631,414**	**2,101,050**	**854,866**	**949,531**	**1,818,211**	**1,419,961**	**7,717,808**	**1,130,322**	**1,814,977**	**5,463,563**	**1,071,933**	**31,066,143**	**9,018,681**	**2,150,256**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
State Sources																													
State EIP Funding (State Share)	*Table D3*	**35,378,135**	-	1,991,867	2,355,408	420,838	1,041,086	-	-	-	-	-	354,808	9,470,247	482,370	14,538,312	4,058,406	664,792	-	-	-	-	-	-	-	-	-	-	-
State EIP Funding (Local Credit)	*Table D3*	**4,207,444**	-	1,077,608	473,025	31,194	576,149	-	-	-	-	-	1,637,387	412,081	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Local Sources																													
RD 17 Assessment Net Revenues - LSRP	*Table D5*	**23,449,180**	-	1,925,564	2,478,092	2,379,632	2,399,375	1,852,919	1,956,198	574,322	18,734	758,286	1,859,830	1,826,664	1,783,571	1,806,496	1,829,497	-	-	-	-	-	-	-	-	-	-	-	-	-
Total LSRP Revenues		**63,034,758**	**-**	**4,995,039**	**5,306,525**	**2,831,664**	**4,016,610**	**1,852,919**	**1,956,198**	**574,322**	**18,734**	**758,286**	**3,852,025**	**11,708,992**	**2,265,940**	**16,344,808**	**5,887,904**	**664,792**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Preliminary Ending Balance LSRP Expenditures			**(7,012,406)**	**(743,538)**	**3,675,111**	**3,339,349**	**5,239,424**	**4,880,137**	**3,760,330**	**1,722,570**	**261,263**	**(372,036)**	**2,037,048**	**6,857,616**	**8,051,623**	**(6,669,711)**	**(3,130,777)**	**(1,485,464)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**
RD 17 Bond Financing - 2009																													
Assumed Draws on Proceeds / Cash on Hand	*Calculated*	**28,127,445**	7,012,406	2,402,937	193,077	-	-	-	-	-	1,163,292	1,793,535	-	1,426,267	1,424,367	8,095,322	3,130,777	1,485,464	-										
Debt Service	*Table D5*	**(9,131,584)**	-	(1,659,399)	(1,259,453)	(1,261,669)	(1,262,675)	(1,257,794)	(1,192,120)	(1,238,474)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
RD 17 Bond Refunding - 2016																													
Net New Proceeds	*Assumed [3]*	**7,476,240**	-	-	-	-	-	-	-	7,476,240	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Combined Debt Service post refunding	*From OS*	**(8,547,160)**	-	-	-	-	-	-	-	-	(1,424,554)	(1,421,499)	(1,424,861)	(1,426,267)	(1,424,367)	(1,425,611)	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Balance LSRP Expenditures			**-**	**-**	**2,608,735**	**2,077,680**	**3,976,749**	**3,622,343**	**2,568,210**	**7,960,337**	**-**	**-**	**612,187**	**6,857,616**	**8,051,623**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**

Table 4
Mossdale Tract: 2025 Financing Plan Update
ULOP Levee Program Cash Flow and Financing Analysis

Year Months	*Reference* (ULOP APR)	Total	Credit [1]	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SJAFCA Project Beginning Balance				-	-	-	-	-	-	-	-	119,179	1,069,154	2,550,469	4,042,968	10,299,777	10,616,402	15,653,682	21,200,459	27,682,501	28,376,019	19,729,972	2,947,731	8,321,215	17,614,800	25,887,679	48,885,948	56,416,229	11,688,614
SJAFCA Total Project Expenditures																													
Pre-Project Expenditures (PBI/LWA/ETC)	*Table B7*	**3,229,308**	-	-	-	-	-	719,212	719,212	789,704	1,001,181	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Funding Program Implementation Costs		**5,165,158**	-	-	-	-	-	-	-	-	17,032	85,912	511,702	753,140	1,184,256	1,339,518	1,195,583	78,015	-	-	-	-	-	-	-	-	-	-	-
Feasibility Study & Planning Efforts		**3,222,928**	-	-	-	-	-	-	-	-	-	-	-	81,085	263,539	756,826	1,254,978	577,667	288,834	-	-	-	-	-	-	-	-	-	-
Soft Costs	*Table 6*	**90,592,914**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,836,866	9,064,197	7,149,321	469,156	9,113,420	10,344,960	10,862,208	19,294,665	19,760,520	1,697,602	-
Construction Costs	*Table 6*	**184,009,013**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,254,980	19,360,161	15,637,053	-	-	-	66,524,274	69,850,487	8,382,058	-
Right-of-Way	*Table 6*	**120,916,696**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,509,348	6,451,213	-	-	-	5,808,511	6,098,936	-	-	95,048,689	-
Contingency	*Table 6*	**56,627,076**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,339,240	5,606,202	3,433,799	-	-	-	20,272,760	20,660,328	1,314,748	-
Multi-Benefit Improvements	*Table 6*	**45,055,415**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,323,567	15,492,739	23,239,109	-	-	-	-	-	-	-
(less) USACE Implemented Improvements	*Assumed*	**(264,166,251)**																-	-	-	-	-	-	(9,336,326)	(9,803,143)	(95,747,758)	(99,519,880)	(49,759,143)	
Total SJAFCA Total Project Expenditures		**244,652,259**	**-**	**-**	**-**	**-**	**-**	**719,212**	**719,212**	**789,704**	**1,018,213**	**85,912**	**511,702**	**834,225**	**1,447,795**	**2,096,344**	**2,450,561**	**655,682**	**10,635,047**	**31,433,197**	**47,608,422**	**42,779,116**	**9,113,420**	**6,817,144**	**7,158,001**	**10,343,941**	**10,751,455**	**56,683,955**	**-**
SJAFCA Project Revenues																													
State Sources																													
State UFRR Funding (PED Only)	*UFRR Grant*	**3,833,330**	-	-	-	-	-	-	-	-	-	-	-	958,333	2,874,998	-	-	-	-	-	-	-	-	-	-	-	-	-	-
State Funding (BCP - 0000743)		**75,000,000**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,431,762	16,502,428	24,994,422	12,200,532	-	-	-	15,870,855	-	-	-
State Funding (Future Share of NFS)		**25,327,047**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,772,001	5,010,601	7,240,758	7,526,019	777,668	-
State Sources																													
Local Sources																													
SJAFCA Overlay Assessment - Mossdale OAD	*Overlay Model*	**27,098,871**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	560,344	1,681,033	2,267,153	2,315,859	2,362,176	2,409,419	2,457,608	2,506,760	2,556,895	2,608,033	2,660,194	2,713,397
Lathrop/Manteca/Developer Advance Funding	*[4]*	**3,559,691**	-	-	-	-	-	719,212	719,212	789,704	1,018,213	208,901	104,450	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Development Fee Program	*Table B-2 [5] Appendix D*	**85,054,689**	-	-	-	-	-	-	-	-	119,179	826,986	1,888,567	1,368,391	4,829,607	2,412,968	6,562,533	3,769,711	7,327,735	9,511,293	6,850,692	5,665,971	5,388,841	5,728,968	4,340,763	3,726,808	4,970,688	5,011,676	4,753,312
EIFD TI Revenues	*Table D-1*	**47,782,366**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	925,309	1,872,403	2,676,559	3,845,839	4,801,403	5,768,197	6,688,644	3,152,152	3,572,758	3,946,892	3,176,996	3,506,802	3,848,411
EIFD Refunding	*Assumed*	**(30,191,572)**																						-	-	-	-	-	(30,191,572)
Total SJAFCA Project Revenues		**237,464,422**	**-**	**-**	**-**	**-**	**-**	**719,212**	**719,212**	**789,704**	**1,137,392**	**1,035,886**	**1,993,018**	**2,326,724**	**7,704,604**	**2,412,968**	**7,487,842**	**6,202,459**	**17,117,090**	**32,126,714**	**38,962,375**	**25,996,876**	**14,486,904**	**16,110,729**	**15,430,881**	**33,342,209**	**18,281,736**	**11,956,340**	**(18,876,451)**
Preliminary Ending Balance SJAFCA Project			**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**119,179**	**1,069,154**	**2,550,469**	**4,042,968**	**10,299,777**	**10,616,402**	**15,653,682**	**21,200,459**	**27,682,501**	**28,376,019**	**19,729,972**	**2,947,731**	**8,321,215**	**17,614,800**	**25,887,679**	**48,885,948**	**56,416,229**	**11,688,614**	**(7,187,837)**
LEVEE PROGRAM - STARTING BALANCE			**-**	**-**	**2,608,735**	**2,077,680**	**3,976,749**	**3,622,343**	**2,568,210**	**7,960,337**	**119,179**	**1,069,154**	**3,162,656**	**10,900,584**	**18,351,401**	**10,616,402**	**15,653,682**	**21,200,459**	**27,682,501**	**28,376,019**	**44,939,972**	**26,193,731**	**29,604,705**	**36,938,340**	**43,250,629**	**64,288,948**	**69,856,929**	**23,166,164**	
Net Cash Flow LSRP	[6]		-	2,608,735	(531,055)	1,899,069	(354,406)	(1,054,133)	5,392,127	(7,960,337)	-	612,187	6,245,429	1,194,008	(8,051,623)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Flow SJAFCA Project	[6]		-	-	-	-	-	-	-	119,179	949,975	1,481,315	1,492,499	6,256,809	316,624	5,037,281	5,546,776	6,482,042	693,518	(8,646,047)	(16,782,241)	5,373,484	9,293,585	8,272,880	22,998,269	7,530,281	(44,727,615)	(18,876,451)
Mossdale OAD Financing																													
Proceeds		**27,174,000**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	27,174,000	-	-	-	-	-	-	-	-
Debt Service Costs		**(17,658,960)**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(1,964,000)	(1,964,000)	(1,962,510)	(1,959,950)	(1,960,590)	(1,959,950)	(1,962,300)	(1,963,150)	(1,962,510)
LEVEE PROGRAM - ENDING BALANCE			**-**	**2,608,735**	**2,077,680**	**3,976,749**	**3,622,343**	**2,568,210**	**7,960,337**	**119,179**	**1,069,154**	**3,162,656**	**10,900,584**	**18,351,401**	**10,616,402**	**15,653,682**	**21,200,459**	**27,682,501**	**28,376,019**	**44,939,972**	**26,193,731**	**29,604,705**	**36,938,340**	**43,250,629**	**64,288,948**	**69,856,929**	**23,166,164**	**2,327,203**

[1] Credit amounts shown for LSRP on Table D2
[2] All Remaining Costs are shown as Phase 3 Costs for ease of modeling.

[3] Amount based on RD 17 refunding bond issuance.
[4] Amount provided by Lathrop Council Actions. Amounts already committed by the Cities of Lathrop & Manteca from General, Enterpise and Developer committed funding. Reference Table B7.

[5] Actual and future assumed Development Impact Fee revenues based on projected absorption assumptions. To the extent that development absorption does not generate the needed development fee revenues, it is assumed the development interests advance fund development impact fees at a sufficient pace to cash flow the near term revenue shortfalls in order to cover projected expenditures in a similar fashion as has been done in the past.
[6] The net cash flows of the LSRP RD 17 Project and SJAFCA's ULOP project are assumed to be required to independently cash flow the respective projects.

Table 5
Mossdale Tract: 2025 Financing Plan Update
Government Code 65007 (a) Analysis

Item	Total Revenues Scheduled to be Appropriated by December 2025 for each Identified Revenue *Per 2025 APR*	Appropriation Applicable *(Y, N or N/A)*	Note *If Y - Details*	65007 (a) Check % Appropriated if Required	
Project Revenues - LSRP					
State Funding for LSRP (EIP Program)	$ 39,585,578	N/A	Part of Prop1E Allocation 5096.821 Project 3860-P1E-203.	N/A	[1]
Local Funding Sources					
LSRP - RD 17 Mossdale Tract Assessments (Net Revenues)	$ 23,449,180	N/A	Annual RD 17 Budget	N/A	[2]
LSRP - RD 17 Mossdale Tract (Bond Revenues/Cash Balance)	$ 28,127,445	N/A	Annual RD 17 Budget	N/A	[3]
LSRP - RD 17 Mossdale Tract (Debt Service)	($ 8,547,160)	N/A	Annual RD 17 Budget	N/A	
Project Revenues - SJAFCA Project					
State UFRR Funding (PED Only)	*$ 3,833,330*	Y	Part of Prop 1E Allocation 5096.821, Agreement No. 4600011771	100%	[4]
State UFRR Funding (Implementation)	*$ 5,431,762*	Y	FY 2023/24 State Budget - General Fund (Approved Budget Change Proposal 3860-031-COBCP-02023-GB - Capital Outlay ID 0000743)	100%	
State Funding (Future Share of NFS)	*$ 0*	N	Future Source	N/A	
SJAFCA Overlay Assessment	*$ 2,241,378*	N	SJAFCA Resolution 25-08 (Mossdale OAD Annual Levy), SJAFCA Annual Budget Resolution 25-05	100%	[5]
Lathrop/Manteca/Developer Advance Funding	*$ 3,559,691*	N/A	Agreement / City Council Actions	N/A	[6]
Development Fee Program	*$ 29,105,677*	N/A	City Council Actions (Fee Programs) / SJAFCA Collection Agreement	N/A	[7]
EIFD Revenues	*$ 5,474,271*	N/A	EIFD PFA / SJAFCA - PFA MOU, SJAFCA Annual Budget	N/A	[8]
Future Mossdale Tract OAD Financing (Bond Proceeds)	$ 0	N/A	Future Source	N/A	
Future Mossdale Tract OAD Financing (Debt Service Carry)	$ 0	N/A	Related to Future Source	N/A	

Source: LWA, Reclamation District No. 17, EMMA, the City of Lathrop.

[1] Based on information provided from RD 17. See Table D5 for RD 17 Annual Budgets / Financial Statement Information

[2] Reference Table D5 for supporting information on RD 17's budgets.

[3] Based on RD17 Financing Authority's December 2016 Bond Issuance Official Statement and information from RD 17, represents use of Bond Proceeds and or cash available to fund Capital Outlays.

[4] Based on the approved Agreement Amendment and updated budget per Amendment No. 1.

[5] Mossdale Overlay Assessment District commenced levying assessment in FY 2024/25. The revenue amounts shown reflect the cumulative annual levy adopted by SJAFCA Board. The annual levy is teetered by San Joaquin County.

[6] Based on actual collected data and funds received by SJAFCA.

[7] As reported by SJAFCA based on actual collections and budgeted / projected revenues.

[8] Reflects actual and projected apportionments as confirmed by the SJ County Auditor Controller.

Table 6

Mossdale Tract: 2021 Adequate Progress Report

Future Expenditure Schedule for SJAFCA's ULOP Project

Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Total
Soft Costs											
Admin / Planning	$0	$1,361,784	$1,429,873	$0	$3,152,870	$3,448,451	$3,620,874	$304,153	$0	$0	**13,318,005**
Environmental / Permitting	$405,275	$1,063,846	$893,630	$469,156	$1,231,534	$1,724,148	$1,810,356	$570,262	$0	$0	**8,168,207**
Surveying / Engineering	$1,945,286	$2,042,551	$0	$0	$4,729,015	$5,172,360	$5,430,978	$456,202	$0	$0	**19,776,393**
Construction Management	$486,305	$2,042,481	$2,144,605	$0	$0	$0	$0	$7,983,267	$8,382,430	$754,419	**21,793,507**
Mitigation	$0	$2,553,536	$2,681,212	$0	$0	$0	$0	$9,980,780	$11,378,090	$943,184	**27,536,802**
Subtotal Soft Costs	***2,836,866***	***9,064,197***	***7,149,321***	***469,156***	***9,113,420***	***10,344,960***	***10,862,208***	***19,294,665***	***19,760,520***	***1,697,602***	***90,592,914***
Construction	$0	$4,254,980	$19,360,161	$15,637,053	$0	$0	$0	$66,524,274	$69,850,487	$8,382,058	**184,009,013**
Real Estate (Wise Use)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$95,048,689	**95,048,689**
Real Estate (New)	$7,509,348	$6,451,213	$0	$0	$0	$5,808,511	$6,098,936	$0	$0	$0	**25,868,007**
Contingency	$0	$5,339,240	$5,606,202	$3,433,799	$0	$0	$0	$20,272,760	$20,660,328	$1,314,748	**56,627,076**
Multi-Benefit Improvements	$0	$6,323,567	$15,492,739	$23,239,109	$0	$0	$0	$0	$0	$0	**45,055,415**
Total Expenses	**10,346,214**	**31,433,197**	**47,608,422**	**42,779,116**	**9,113,420**	**16,153,471**	**16,961,144**	**106,091,699**	**110,271,335**	**106,443,098**	**497,201,116**

Source: KSN / PBI / LWA

Evaluation of Identified Revenues

This section identifies, describes, and presents the updated evaluation of the funding sources for the remaining levee improvement work previously identified in the 2016 APR. The combined use of these sources is dependent on several factors including implementation timing. A discussion of the implementation timing of the planned funding mechanisms follows this section.

RD 17 LSRP Project – RD 17 Assessment Revenues/State EIP Funding

Table 4 provides the historical expenditure schedule for the LSRP (actuals) as well as the actual revenues for implementation using funds from the RD 17 Mossdale Tract Assessment and DWR's EIP program.

Development Fees & Advance Funding

Currently, SJAFCA, through an amended collection agreement with the Cities of Lathrop, Manteca, Stockton, and San Joaquin County is collecting fees as a condition of development within the Project's benefit area. On July 12, 2022, SJAFCA adopted Resolution R-22-135 approving an Update to the Mossdale Tract Area Regional Urban Level of Flood Protection Nexus Study (Nexus Study Update) and a related collection agreement amendment (reference **Appendix B**). Subsequently, the Cities of Lathrop, Manteca, Stockton, and San Joaquin County adopted the Nexus Study Update and authorized the collection of the new fee between September and November 2022. As such, the portions of the Mossdale Tract Area that include planned development projects that lie within the 200-year Floodplain (the Phase 4 Project benefit area) will need to mitigate the impact of development in the floodplain and pay the Regional DIF. This funding will ensure that improvements can be made to flood control infrastructure to mitigate increases in expected annual damages.

To ensure that sufficient revenues are made available from this mechanism to meet the near-term cash flow demands of the project, the Land Use Agencies entered into agreements with landowners to advance some of the fee obligation and utilize this advanced funding as credit toward payment of the fee. An analysis showing an allocation of the costs to planned development is documented in the "Mossdale Tract Area: Regional Urban Level of Flood Protection Levee Impact Fee Final Nexus Study Update" dated November 16, 2022. The current financing plan reflected within this APR reflects the updated fee rate effective as of December 2022. **Appendix B** shows the actual revenues received through December 2025 and updated projections of the revenues to come from the Regional Fee Program overtime. In addition, the analysis considers the escalation of the fee rates over time based on the approved indexed escalation rate incorporated into the approved updated Fee.

To continue to advance the Phase 4 Project the Land Use Agencies have utilized Agency and developer advance funding and fee revenue collections. This funding has been utilized to support ongoing efforts including the formation of the EIFD and the planning and implementation of an Overlay Assessment expected in 2024. Early funding is expected to be reimbursed to the Agencies (in the future) or, in the case of developer advanced funding, creditable toward the DIF Program as described above.

Mossdale Tract Overlay Assessment District

Given the fact that a significant portion of the beneficiaries of the SJAFCA ULOP Project are already developed properties within the Mossdale Tract Area, the 2016 APR described a plan to move forward with the formation of a new special benefit assessment district that would overlay the existing RD 17 Mossdale Tract Assessment (the previously described OAD). In July 2024, after a successful Proposition 218 property owner ballot proceeding, SJAFCA formed the Mossdale Tract Overlay Assessment District with the adoption of a SJAFCA Resolution No. 24-22 (**Appendix C**). The new OAD will levy approximately $2.24 million across all parcels within the Assessment District with an average annual residential per parcel assessment of approximately $70. The revenues reflected in **Table 4** reflect the approved assessment and a conservative increase of 2% per year in annual revenues to support the project.

Enhanced Infrastructure Financing District

In July 2022 SJAFCA's Member Land Use Agencies formed the Mossdale Tract Enhanced Infrastructure Financing District. The EIFD allows for the use of Tax Increment Financing for the regional flood control improvements. The entities initiated the process by forming a new Public Financing Authority that includes members of the legislative bodies of the public agencies as well as two public members. The Mossdale Tract Enhanced Infrastructure Financing District Public Financing Authority (EUIFD PFA) prepared an Infrastructure Financing Plan (IFP) that describes the funding for the construction of regional flood control improvements that provide benefit to the Mossdale Tract Area. The IFP identifies the participating taxing entities within the EIFD and the share of Property Tax Increment each participating entity in the EIFD would allocate to the Project over time.

EIFD / Special Benefit District Financing

Appendix E provides reference to the location of IFP on SJAFCA's website. This document includes an analysis of the projected revenues to come from the proposed EIFD. The revenues projected within the IFP, which are reflected within the financing plan presented in this APR, have been updated to reflect actual revenues for the first 3 years of the EIFD. Tax Increment revenues will flow to the Mossdale Tract Enhanced Infrastructure Financing District Public Financing Authority which is the governance entity established pursuant to EIFD Law tasked with implementing the improvements identified within the IFP. The PFA and SJAFCA have entered into an MOU to document the terms for the transfer of Tax Increment funds from the PFA to SJAFCA.

To ensure sufficient revenues are available to finance the improvements, SJAFCA plans to issue debt secured by Overlay Assessment District revenues and utilize Tax Increment Revenues on a pay as you go basis to meet the local cost share obligation of the project. An updated analysis of the financing capacity of the proposed OAD has been prepared and is included within **Appendix D**. **Figure 2** below illustrates the revenues, proposed bond issuance, and debt service associated with the planned financing.

The updated Financing Plan assumes the following borrowing take place:

- One borrowing in 2027 yielding approximately $27.17 million in proceeds (estimated $30.16 Million Par) takes place. The borrowings would be secured by the proposed assessment district with 3 years of collection history and rate covenant of 1.2x Maximum Annual Debt Service. The current

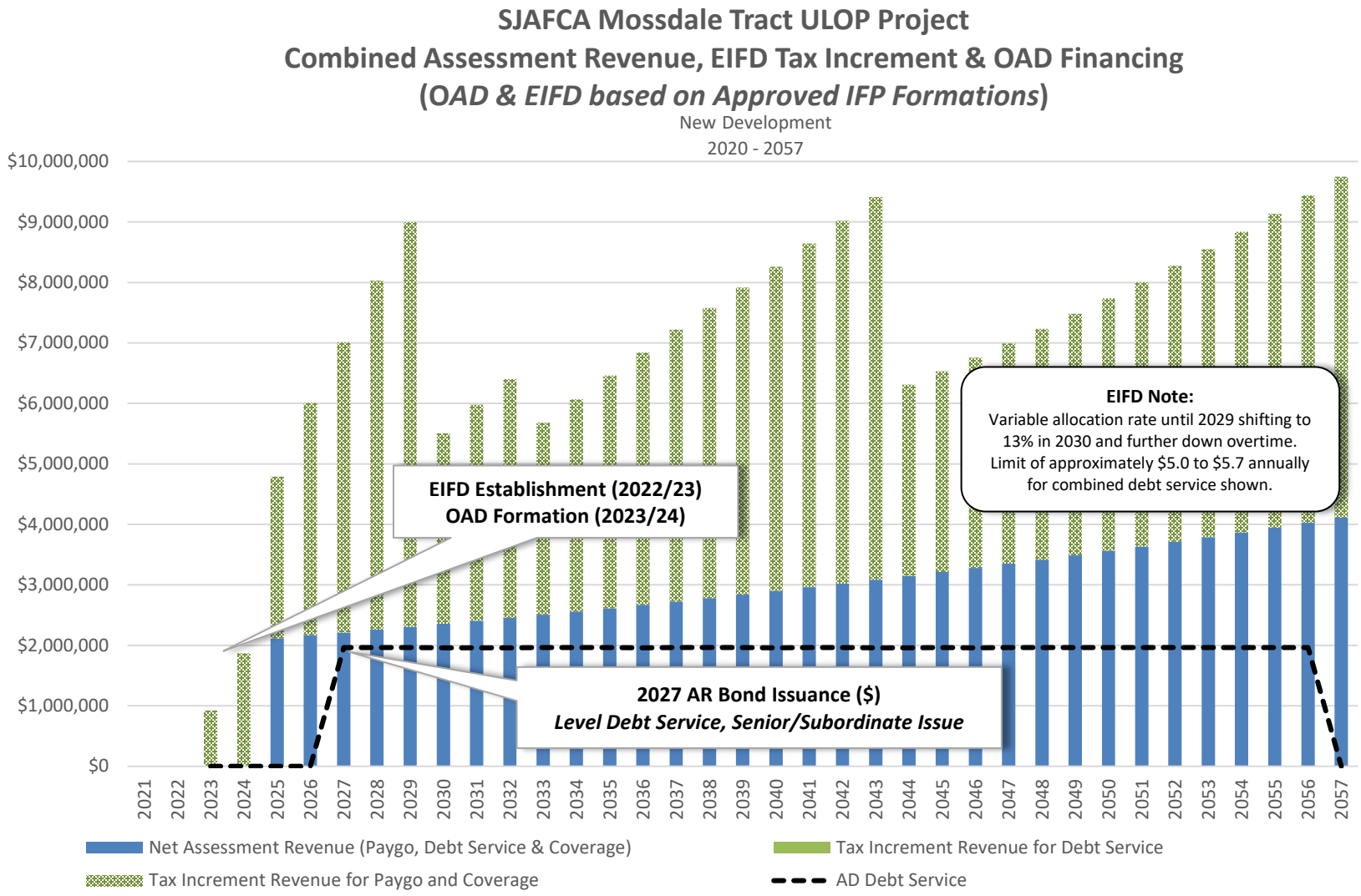
financing plan assumes a 30-year issue with 3.6% interest rates and level debt service. The issue is with an estimated 100% of Maximum Annual Debt Service reserve fund.

The Financing Plan presented with this 2024 Annual APR Update has refined the Overlay and EIFD Revenue Analyses previously presented. As shown in the IFP referenced in **Appendix D**, the EIFD revenue analysis has been prepared to present the following property tax revenue allocation rate scenarios as follows:

	EIFD Contribution Rate			
Affected Taxing Entity	Initial Years (2021-2029)	2030 - 2032	2033 - 2043	2044 -2061
Maximum Tax Rate Scenario				
City of Lathrop	10.0%	20.0%	20.0%	20.0%
City of Manteca	5.0%	20.0%	20.0%	20.0%
City of Stockton	1.0%	20.0%	20.0%	20.0%
San Joaquin County	47.3%	20.0%	20.0%	20.0%
Variable Tax Rate Scenario				
City of Lathrop	10.0%	13.0%	9.5%	4.5%
City of Manteca	5.0%	13.0%	9.5%	4.5%
City of Stockton	1.0%	13.0%	9.5%	4.5%
San Joaquin County	47.3%	13.0%	9.5%	4.5%

The Variable Tax Rate Scenario has been modeled and created additional capacity to provide the necessary revenues to cover project needs on a pay-as-you-go basis over time. Need is shown in **Table D-1** and demonstrated in the chart presented in **Figure 2**.

Figure 2: Assessment Revenue & EIFD Tax Increment Financing Approach



The OAD provides revenues sufficient for the required debt service and, in addition, the revenues needed to provide coverage for the bonds would be available and are authorized to provide ongoing operations and maintenance for the improved levee system.

Status and Schedule for Local Funding & Financing Implementation

The following matrix outlines a conceptual schedule and details the status for the implementation of the contemplated funding mechanisms and associated financing of the improvements.

Activity	Start	End	Duration *[1]*	Status
Implement Funding Mechanisms				
Regional Development Impact Fee Adoption	January 2018	December 2018	N/A	Completed
Regional Development Impact Fee Update	June 2021	November 2022	N/A	Completed
Overlay Assessment District Formation and Levy of Assessments	June 2018	July 2024	N/A	Completed Levy commenced December 2024
EIFD Adoption and EIFD Formation	September 2018	August 2022	N/A	Completed Administration Ongoing
Implement Financing Entity / Mechanism				
Issue Debt		2027	N/A	

The above information will continue to be updated annually as progress is made. The information above coincides with the cash flow model assumptions presented within **Table 5** and the supporting analysis appendices.

APPENDIX A:

SAN JOAQUIN AREA FLOOD CONTROL AGENCY RESOLUTION NO. 19-06: RESOLUTION TO ADOPT POLICY ON ADAPTING DESIGN STANDARDS FOR THE MOSSDALE TRACT AREA OF SJAFCA IN LIGHT OF CLIMATE CHANGE

FEBRUARY 24, 2023, TECHNICAL MEMORANDUM PREPARED BY KJELDSEN SINNOCK NEUDECK, INC. RE: SAN JOAQUIN AREA FLOOD CONTROL AGENCY MOSSDALE TRACT AREA URBAN FLOOD RISK REDUCTION PROJECT: 2023 COST ESTIMATE UPDATE

Reso 19-06 SJAFCA Resolution Adopting Policy re: Climate Change A1

Tech Memo Technical Memo Detailing Updated Cost Estimate A7

RESOLUTION NO. SJAFCA 19-06

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

==========

RESOLUTION TO ADOPT POLICY ON ADAPTING DESIGN STANDARDS FOR THE MOSSDALE TRACT AREA OF SJAFCA IN LIGHT OF CLIMATE CHANGE

WHEREAS, the overwhelming consensus of the international scientific community, as established by the Intergovernmental Panel on Climate Change and confirmed by the National Academy of Sciences, is that climate change is a real and increasingly urgent threat that demands action at every level of government; and

WHEREAS, the Sacramento-San Joaquin Delta (hereinafter Delta) is a unique natural and geographic feature of the State of California, and is the largest estuary on the Pacific Coast of the United States encompassing an area of over 730,000 acres with islands and tracts of rich fertile soil surrounded by miles of sloughs and winding channels protected by levees; and

WHEREAS, climate change is directly impacting San Joaquin County citizens through sea level rise, flooding, increased wildfires, drought, and air pollution harming the public health; and

WHEREAS, further climate change is expected to impact the region's temperatures, precipitation and sea level with consequences for the area population, agriculture, environment and infrastructure; and

WHEREAS, to protect these critical resources, the San Joaquin Area Flood Control Agency must continually evaluate the risks and impacts from climate changer uncertainties and identify appropriate adaptation and mitigation strategies utilizing the best available science in conjunction with stakeholders for adapting design standards for the Mossdale Tract Area of SJAFCA.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

That the Policy on Climate Change is hereby approved and adopted, a copy of which is attached as Exhibit "A" and incorporated by this reference.

PASSED, APPROVED AND ADOPTED this 7th day of February, 2019.

JESÚS ANDRADE, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:

SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

EXHIBIT "A"

San Joaquin Area Flood Control Agency
Policy for Adapting Design Standards
for the Mossdale Tract Area of SJAFCA
in Light of Climate Change Uncertainties

February 7, 2019

Introduction

The San Joaquin Area Flood Control Agency (SJAFCA) is advancing a program for increasing the level of flood protection provided by the Mossdale Tract levees through (i) development of locally-funded improvements, (ii) partnering with the State on potential State funding of improvements, and/or (iii) the pursuit of a Federally-authorized set of improvements. In the development of locally-funded improvements and other improvements which may be cost-shared with the State and Federal governments, it is necessary to select the appropriate future hydrology, considering climate change estimates, to inform design-level work. Unfortunately, the uncertainties (magnitude, timing, and nature of frequency) associated with accurately predicting that future hydrology requires that the agency balance the flood risk associated with understating that hydrology with the financial costs associated with overstating that hydrology. The purpose of this document is to provide a Board-adopted policy for managing that risk specifically for the Mossdale Tract levees.

In addition, the passage of SB5 has imposed on communities in the Central Valley an obligation to ensure that future development will be subject to at least 200-year flood protection. The Department of Water Resources (DWR) has developed guidance for the Urban Level Of [Flood] Protection (ULOP) including findings that must be made

Available Data on Climate Change Through Hydrologic Studies

Climate change, as it applies to Mossdale Tract levees, is comprised of both tailwater conditions as well as watershed hydrology. Tailwater conditions are important because water surface profiles are calculated from downstream to upstream, and tailwater elevation (also known as "stage") is an input to the model. In the case of the San Joaquin River, the downstream limit of the hydraulic model is roughly the Deep Water Ship Channel near the Smith Canal Gate project. The stage at that location is affected by sea level, tide cycles, hydraulics of the Delta, physical configuration of the Delta in a given event, storm surge, flood flows from the various tributary rivers and streams entering the Delta, and to some extent, wind setup (if all or part of the Delta were to become a large body of open water in the future, for instance). Sea level rise is an essential component of tailwater conditions to consider.

Although sea level rise at the Golden Gate Bridge has been studied extensively, the science and engineering of predicting San Joaquin River tailwater conditions and watershed hydrology is new. The only study to date to address both aspects of climate

change for the San Joaquin River is the work by the State associated with the 2017 Update of the Central Valley Flood Protection Plan (CVFPP). That study concludes that significant changes are likely for both tailwater conditions and San Joaquin River flows as a result of climate change. For example, the 200-year event in the year 2067 is estimated by the 2017 CVFPP as a tailwater stage of 12.6', a stage which would overtop numerous Delta islands and overwhelm many existing and proposed facilities. In terms of watershed hydrology, the CVFPP also predicts a tripling of 200-year flood flows by the year 2067.

Additional Relevant Information

Until the development of the 2017 CVFPP Update, communities developing programs of improvements were required, under the ULOP guidelines, to address the risk of climate change without DWR generated estimates of tailwater conditions coupled with watershed hydrology. For example, in preparing adequate progress reports under ULOP for the River Islands Community of Lathrop, the City of Lathrop designed to the current hydrology, incorporated information from consensus sea level rise, and then added a further foot to the stage to address the uncertainty of changes to watershed hydrology as a result of climate change. Similarly, projects designed on the Sacramento River system have also incorporated additional stage or freeboard to address the uncertainty of changes to watershed hydrology as a result of climate change.

During the development of the 2017 CVFPP Update, commentators provided written comments to DWR regarding the significant changes projected by the Update and whether investment decisions should be made based on the Update. In response, DWR provided the following:

> The 2017 CVFPP Update climate change analysis was used for system-scale planning and development of State policy in accordance with the directives and guidance of AB 2800, Executive Order B 30-15, Executive Order S-13-08, Public Resources Code 71155, and the California Natural Resources Agency publication, "Safeguarding California: Reducing Climate Risk (2014)" at a programmatic level. It has not been used to make investment-level decisions, project design, and implementation. While the 2017 CVFPP Update refines the overall near and long-term investment needs established in the 2017 CVFPP, it is not a decision document. Given the current state of climate change science and its uncertainties, application of the climate change projections for design purposes would not be appropriate at this time. A more detailed programmatic account of the climate change analyses and summary of the findings is presented in the supporting document "2017 CVFPP Update – Climate Change Analysis Technical Memorandum." The document also recommends further study:
>
> - Addressing uncertainty by evaluating a broader set of future climate scenarios, or sensitivity analyses.

- Additional study to gain insight about reservoir climate vulnerability and potential adaptation needs.

The use of levee fragility and flood frequency curves is incorporated into the probabilistic methodology used for the CVFPP flood risk and potential life loss evaluations of the urban levee improvements and systemwide actions. Levee fragility data was developed based on the Nonurban/Urban Levee Evaluations program undertaken by the State. Further details on the methods and sources of data can be found in the "2017 CVFPP Update – Scenario Technical Analyses Summary Report" which supports the 2017 CVFPP Update.

Agency Policy

Based on the statement from DWR, it is not expected that SJAFCA use the 2017 CVFPP Update as a basis for design- and investment-level decisions. However, the trend of the 2017 CVFPP Update demonstrates that climate change will increase both the flows projected to flow down the San Joaquin River and increase the tailwater stages. DWR's climate change estimates are for 50 years in the future only, and those estimates show the trends are still worsening at the end of that period with no eventual "leveling out" of the effects.

SJAFCA's policy for design- and investment-level decisions must address this trend and the risk associated with uncertainty without using the DWR estimates which were not prepared for this purpose. The Board of Directors of the San Joaquin Area Flood Control Agency acknowledges that this policy may result in a future finding by a land use agency that the designed (or potentially constructed) project will not be able to provide 200-year flood protection in light of changing conditions caused by climate change or other factors, and that achieving and maintaining a particular level of flood protection often requires a community to recommit itself to implement further measures.

Therefore, it is the policy of the Board of Directors of the San Joaquin Area Flood Control Agency that design- and investment-level decisions shall incorporate the following elements (which are considered to be no, low, or medium regret to address the uncertainty of climate change) until such time as that uncertainty is reduced.

- Incorporation of additional stage at the downstream boundary of the San Joaquin River hydraulic model to cover "intermediate" estimates of sea level rise per U. S. Army Corps of Engineers guidance, plus an additional factor for uncertainty;

- The inclusion of some additional measure of stage in levee design. This additional stage will differ in different reaches to be determined by SJAFCA staff based upon input from consultants and partner agencies, but is expected to be in the zero to three-foot range;

EXHIBIT "A"

- Where real estate is being acquired for project improvements (and where land use coordination as described below is not adequate), SJAFCA will acquire the necessary real estate to support potential future levee raises and/or extensions based on the 2017 CVFPP climate change hydrology;

- Coordination with relevant land-use agencies in and around current and future levee alignments to ensure approved development can accommodate expanded levee footprints and extended levee alignments;

- At least every three years, and more often when the state of the science demands, staff shall review available studies and models and make recommendations to the Board whether this policy needs to be updated.

- SJAFCA will request that each land use agency within the Mossdale Tract annually provide to SJAFCA a summary of any findings made toward adequate progress;

- SJAFCA will develop cost estimates to provide SJAFCA with necessary resources to further study and evaluate this issue through and after project completion.

KJELDSEN SINNOCK NEUDECK
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2255-0060
08-300-010

TECHNICAL MEMORANDUM

February 24, 2023

Project: San Joaquin Area Flood Control Agency
Mossdale Tract Area
Urban Flood Risk Reduction Project

Subject: 2023 Cost Estimate Update

Prepared by: Erik E. Almaas, PE

Reviewed by: Christopher H. Neudeck, PE

1. Introduction

Detailed analyses have previously been performed on the existing levee system conditions of Reclamation District No. 17 (RD17) in order to determine the extent of Urban Levee Design Criteria (ULDC) compliance. Documentation of the analyses in the form of a ULDC Engineer's Report in 2016 was performed by a team consisting of Peterson, Brustad, Inc. (PBI), Kjeldsen, Sinnock and Neudeck, Inc. (KSN), and ENGEO, Inc. The results of the analyses indicated that substantial improvements were needed to the RD17 levees, including a proposed eastward extension of the RD17 Dryland Levee. The overall estimated cost of these improvements amounted to nearly $137 million, based on 2015 dollars.

In 2019, a new climate change evaluation including hydrological and hydraulic analyses was performed by PBI to refine potential climate change impacts in accordance with San Joaquin Area Flood Control Agency (SJAFCA) policy. The results of this new evaluation indicated substantial elevated levels to the 200-year Design Water Surface Elevation (DWSE) along the RD17 levee, especially at the upstream end of the RD17 boundary. Additional improvements were identified based on the updated climate change evaluation, including the need to extend the proposed RD17 Dryland Levee extension even further to the east. The overall estimated cost of these incremental improvements amounted to nearly $57 million, based on 2015 dollars.

In 2021, the cost estimates from the 2016 ULDC Engineer's Report and the 2019 climate change evaluation were consolidated into a single cost estimate and updated to 2021 dollars. As a result, the overall consolidated, estimated cost of all the improvements increased from $194 million (2015 dollars) to approximately $230 million (2021 dollars).

In 2023, project drawings were prepared by KSN at a 35% design level which included refinements to the proposed RD17 Dryland Levee extension alignment and other minor adjustments. Material quantities were also calculated as part of the 35% design and compared to previous assumptions.

The purpose of this technical memorandum is to update the 2021 cost estimate to 2023 dollars and incorporate the 35% design and material refinements.

2. Summary of 2021 Cost Estimate

The updated, consolidated cost estimate from 2021 was based on 14.47 miles fix-in-place levee improvements and 2.75 miles of new levee, and the overall project cost amounted to approximately $230 million in 2021 dollars. As stated earlier, this cost estimate was based on assumptions developed in the 2016 ULDC Engineer's Report and the 2019 climate change evaluation. A breakdown of the 2021 cost estimate is shown below in Table 1. A detailed breakdown of the improvement costs on a project-by-project basis for the 2021 cost estimate is included in **EXHIBIT 1**

Table 1 – Summary of 2021 Cost Estimate

Project ID	Station From	Station To	Project Name	Cost
1	119+50	148+00	Cutoff Wall	$9,354,000
2	172+45	192+00	Cutoff Wall	$5,331,000
3	190+50	247+00	Seepage Berm	$17,002,000
4	255+50	259+50	Seepage Berm	$1,138,000
5	270+00	297+75	Seepage Berm	$7,389,000
6	311+00	362+50	Cutoff Wall	$12,337,000
7	388+00	518+50	Cutoff Wall	$30,954,000
8	570+00	822+80	Levee Raise @ San Joaquin River	$17,390,000
9	703+00	741+30	Cutoff Wall	$7,673,000
10	781+00	799+50	Cutoff Wall	$3,716,000
11	822+80	853+50	Levee Raise @ Walthall Slough	$1,941,000
12	853+50	959+00	Levee Raise & Seepage Berm @ Dryland Levee	$38,374,000
13	0+00	959+00	Erosion Repairs	$10,851,000
14	0+00	959+00	Right-of-Way (existing)	$14,284,000
15	959+00	1104+20	Dryland Levee Extension	$52,275,000
			Total:	**$230,009,000**

3. Data Sources

Existing data sources that were utilized in the levee assessment are as follows:

- Kjeldsen, Sinnock & Neudeck, Inc. *Urban Levee Design Criteria (ULDC) Evaluation – Identify Necessary Improvements and Cost Estimate*. March 3, 2016.
- Kjeldsen, Sinnock & Neudeck, Inc. *Mossdale Tract Area ULDC Adjustments for Climate Change – Cost Estimate*. December 12, 2019.
- Kjeldsen, Sinnock & Neudeck, Inc. *Mossdale Tract Area ULDC Climate Change Adjustment – Consolidated Cost Estimate*. January 2021.

4. Levee Assessment

This levee assessment covers the RD17 levee from Station 0+00 to Station 908+60. It also covers a proposed Dryland Levee Extension that is required to extend the existing Dryland Levee eastward in order to meet ULDC compliance. A summary of the levee segments that were analyzed is shown below in Table 2.

Table 2 - Summary of Analyzed Levee Segments

Levee Segment	2021 Cost Estimate Station From	2021 Cost Estimate Station To	2021 Cost Estimate Length (miles)	2023 Cost Estimate Station From	2023 Cost Estimate Station To	2023 Cost Estimate Length (miles)	Segment Status
French Camp Slough	0+00	101+00	1.91	0+00	101+00	1.91	Existing
San Joaquin River	101+00	822+80	13.67	101+00	822+80	13.67	Existing
Walthall Slough	822+80	853+50	0.58	822+80	853+50	0.58	Existing
Dryland Levee	853+50	959+00	2.00	853+50	908+60	1.04	Existing
Dryland Levee Extension	959+00	1052+00 (1)	1.76	908+60	1030+53	2.31	Proposed
Totals:			**20.91**			**19.51**	

Notes:

(1) The end station of the proposed Dryland Levee Extension was previously represented in the 2021 cost estimate as Station 1104+20. However, the actual assumed improvements used in the development of the cost estimate were based on an end station of Station 1052+00 pursuant to SJAFCA climate change policies.

5. Refinements from 35% Design

The existing RD 17 Dryland Levee begins at Station 853+50 at Woodward Avenue and meanders 2.51 miles to the east to Station 985+95 at nearly Airport Way. The recommendations described in the original 2016 ULDC Engineer's Report proposed to construct a new Dryland Levee Extension beginning at Station 972+25 and extending 3.29 miles to the east beyond Airport Way along an arbitrary alignment.

Since the original 2016 ULDC Engineer's Report, the alignment of the Dryland Levee Extension has continuously been refined with newer evaluations and analyses resulting in the updated cost estimates in 2021 and 2023. A summary of the various Dryland Levee Extension alignments is shown below in Table 3. A map of the two Dryland Levee Extension alignments is included in **EXHIBIT 2**.

Table 3 - Refinements to the New Dryland Levee Extension

Description	2021 Cost Estimate Station From	2021 Cost Estimate Station To	2021 Cost Estimate Length (miles)	2023 Cost Estimate Station From	2023 Cost Estimate Station To	2023 Cost Estimate Length (miles)
Fix-in-Place Repairs to RD 17 Dryland Levee	853+50	959+00	2.00	853+50	908+60	1.04
Dryland Levee Extension	959+00	1052+00 (1)	1.76	908+60	1030+53	2.31

Notes:

(1) The end station of the proposed Dryland Levee Extension was previously represented in the 2021 cost estimate as Station 1104+20. However, the actual assumed improvements used in the development of the cost estimate were based on an end station of Station 1052+00 pursuant to SJAFCA climate change policies

As the 35% design was being developed, quantities of construction materials were calculated. These quantities were compared to preliminary assumptions, and the 2023 cost estimate was updated with the new quantities accordingly. A map of the project sites pursuant to the 35% design is shown below in Figure 1.

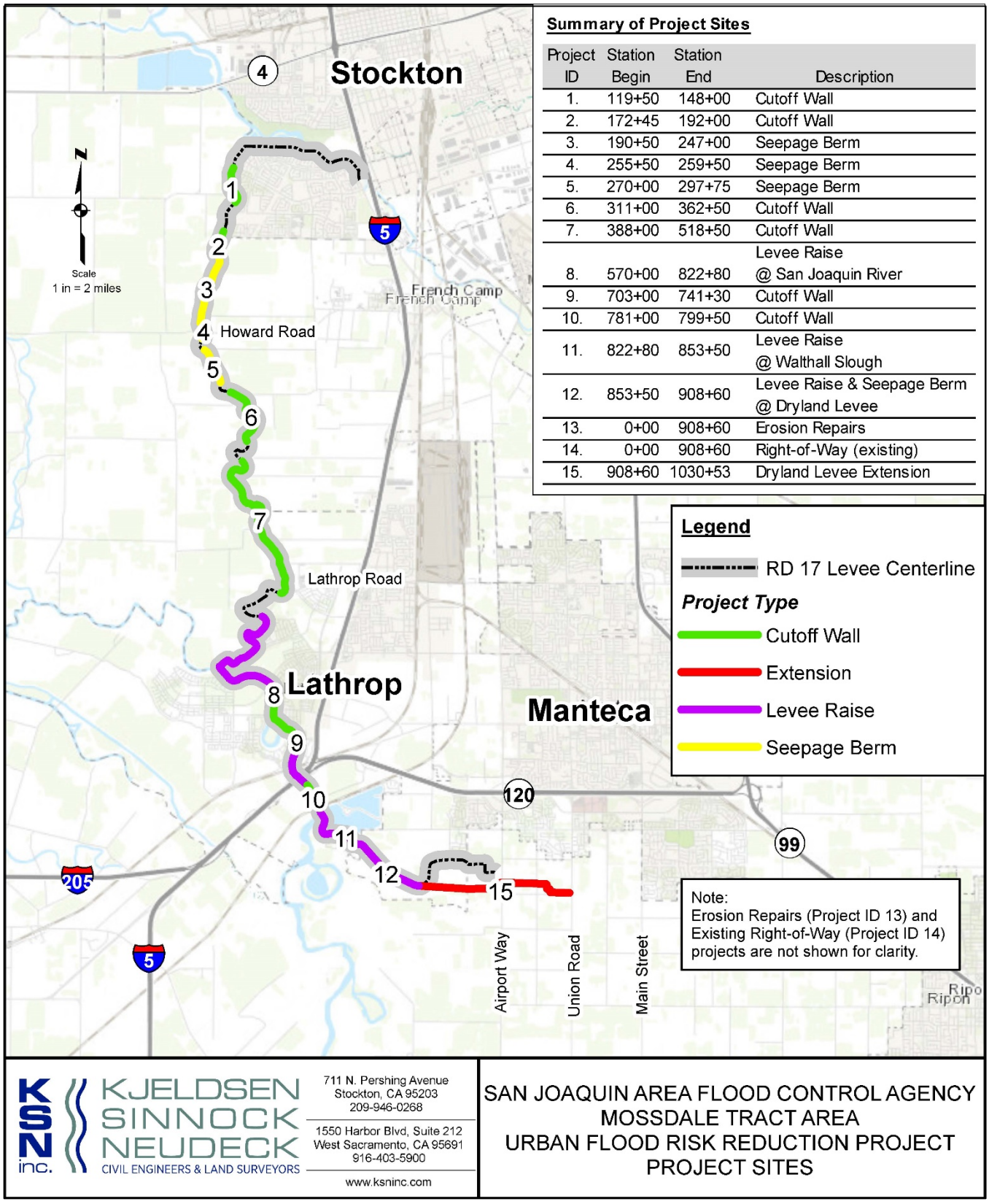


Figure 1 – 35% Design Project Sites

6. Update of Cost Estimate to 2023 Dollars

The update of the cost estimate from 2021 dollars to 2023 dollars was accomplished utilizing the Construction Cost Index (CCI) published monthly by Engineering News-Record (ENR). The CCI is an indicator of general construction costs and includes labor and materials components. ENR uses the CCI to measure how much it costs to purchase a hypothetical package of goods and services and compare it to what it was in a prior year. The CCIs that were used in this assessment are shown below in Table 4.

Table 4 - ENR CCIs and Escalation Factor

Description	Value
ENR CCI (January 2021)	11627.94
ENR CCI (February 2023)	13175.93
Escalation Factor	**1.1331**

The unit costs of the consolidated cost estimate were then adjusted by multiplying them by the above-described Escalation Factor. Afterwards, the adjusted unit costs were compared to bids from recent comparable projects in the area. All but four of the adjusted unit costs were determined to be reasonable, and a manual adjustment was made to the remaining four. A summary of the unit cost adjustments for these four items is shown below in.

			2023 Cost Estimate	
Description	Unit	2021 Cost Estimate Unit Cost	Calculated with ENR CCI	Manual Adjustment
Class 2 Aggregate Base	ton	$29	$33	$45
Drain Rock Material	ton	$35	$40	$45
Imported Engineered Fill	ton	$18	$20	$25
Sand Filter Material	ton	$29	$33	$45

7. Cost Estimate Conclusions

Overall, the project cost estimate increased by $606,000 from 2021 to 2023. A breakdown of the general cost estimate adjustments is shown below in Table 5.

Table 5 - General Cost Estimate Adjustments

Description	Amount
2021 Cost Estimate	**$230,009,000**
ENR CCI Adjustment from Jan 2021 to Feb 2023	+ $61,296,000
Reconfiguration and Material Quantity Refinements at the Dryland Levee Extension in 35% Design	- $50,746,000
Other Material Quantity Refinements in 35% Design	- $9,944,000
2023 Cost Estimate	**$230,615,000**

The updated 2023 cost estimate for the project is summarized below in Table 6. A detailed breakdown of the improvement costs on a project-by-project basis for the 2023 cost estimate is included in **EXHIBIT 3.**

Table 6 - Summary of 2023 Cost Estimate

Project ID	Station From	Station To	Project Name	Cost
1	119+50	148+00	Cutoff Wall	$9,775,000
2	172+45	192+00	Cutoff Wall	$4,459,000
3	190+50	247+00	Seepage Berm	$20,255,000
4	255+50	259+50	Seepage Berm	$1,545,000
5	270+00	297+75	Seepage Berm	$9,131,000
6	311+00	362+50	Cutoff Wall	$15,753,000
7	388+00	518+50	Cutoff Wall	$36,056,000
8	570+00	822+80	Levee Raise @ San Joaquin River	$23,115,000
9	703+00	741+30	Cutoff Wall	$7,126,000
10	781+00	799+50	Cutoff Wall	$3,307,000
11	822+80	853+96	Levee Raise @ Walthall Slough	$1,273,000
12	853+96	908+60	Levee Raise & Seepage Berm @ Dryland Levee	$15,800,000
13	0+00	908+60	Erosion Repairs	$12,310,000
14	0+00	908+60	Right-of-Way (existing)	$16,172,000
15	908+60	1030+53	Dryland Levee Extension	$54,538,000
			Total:	**$230,615,000**

San Joaquin Area Flood Control Agency

Mossdale Tract Area
Urban Flood Risk Reduction Project

2023 Cost Estimate Update

EXHIBIT 1
2021 Cost Estimate Breakdown

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021$
SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015$ Unit Price	2015$ Total	2021$ Unit Price	2021$ Total
PROJECT							***CUTOFF WALL***
ID 1							***STA 119+50 TO STA 148+00***
Construction					**$4,732,000**		**$5,567,500**
1.	Mobilization			10%	$418,800	10%	$492,700
2.	Erosion Control			3%	$125,700	3%	$147,900
3.	Clearing and Grubbing	5.4	AC	$2,000	$10,800	$2,400	$13,000
5.	Deep Mix Method (DMM) Cutoff Wall	83,300	SF	$20	$1,666,000	$24	$1,999,200
6.	Tracer Wire	2,900	LF	$2	$5,800	$3	$8,700
7.	Imported Engineered Fill	23,900	TN	$15	$358,500	$18	$430,200
8.	Class 2 Aggregate Base	2,100	TN	$25	$52,500	$29	$60,900
9.	Reconstruct Existing 8" Pipe	2	EA	$45,000	$90,000	$51,900	$103,800
10.	Reconstruct Existing 42" Pipe	6	EA	$250,000	$1,500,000	$288,100	$1,728,600
11.	Air Release Valve	8	EA	$2,000	$16,000	$2,400	$19,200
12.	8" Valve	2	EA	$2,500	$5,000	$2,900	$5,800
13.	42" Valve	6	EA	$70,000	$420,000	$80,700	$484,200
14.	Encroachment Removal	3	EA	$10,000	$30,000	$11,600	$34,800
15.	Encroachment Modification	1	EA	$20,000	$20,000	$23,100	$23,100
16.	Hydroseeding	128,300	SF	$0.10	$12,900	$0.12	$15,400
Mangement / Environmental / Engineering					**$1,893,000**		**$2,227,300**
1.	Administration			5%	$236,600	5%	$278,400
2.	Planning			3%	$142,000	3%	$167,100
3.	Environmental and Permitting			5%	$236,600	5%	$278,400
4.	Geotechnical Engineering			2%	$94,700	2%	$111,400
5.	Surveying and Civil Engineering			10%	$473,200	10%	$556,800
6.	Construction Management and Inspection			12%	$567,900	12%	$668,100
7.	Mitigation			3%	$142,000	3%	$167,100
Real Estate					**$0**		**$0**
1.	Land Valuation (Agricultural)	0.0	AC	$25,000	$0	$28,900	$0
2.	Easement Acquisition	0	EA	$50,000	$0	$57,700	$0
Contingency (20%)					**$1,325,000**		**$1,559,000**
Project Totals					**$7,950,000**		**$9,354,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021$
SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015$ Unit Price	2015$ Total	2021$ Unit Price	2021$ Total
PROJECT							***CUTOFF WALL***
ID 2							***STA 175+45 TO STA 192+00***
Construction					**$2,656,400**		**$3,173,000**
1.	Mobilization			10%	$235,100	10%	$280,800
2.	Erosion Control			3%	$70,600	3%	$84,300
3.	Clearing and Grubbing	3.7	AC	$2,000	$7,400	$2,400	$8,900
5.	Deep Mix Method (DMM) Cutoff Wall	88,000	SF	$20	$1,760,000	$24	$2,112,000
6.	Tracer Wire	2,000	LF	$2	$4,000	$3	$6,000
7.	Imported Engineered Fill	16,500	TN	$15	$247,500	$18	$297,000
8.	Class 2 Aggregate Base	1,500	TN	$25	$37,500	$29	$43,500
9.	Reconstruct Existing 8" Pipe	2	EA	$45,000	$90,000	$51,900	$103,800
10.	Reconstruct Existing 12" Pipe	1	EA	$60,000	$60,000	$69,200	$69,200
11.	Reconstruct Existing 16" Pipe	1	EA	$80,000	$80,000	$92,200	$92,200
12.	Air Release Valve	4	EA	$2,000	$8,000	$2,400	$9,600
13.	8" Valve	2	EA	$2,500	$5,000	$2,900	$5,800
14.	12" Valve	1	EA	$4,000	$4,000	$4,700	$4,700
15.	16" Valve	1	EA	$8,500	$8,500	$9,800	$9,800
16.	Encroachment Removal	3	EA	$10,000	$30,000	$11,600	$34,800
17.	Hydroseeding	88,000	SF	$0.10	$8,800	$0.12	$10,600
Mangement / Environmental / Engineering					**$1,062,900**		**$1,269,400**
1.	Administration			5%	$132,900	5%	$158,700
2.	Planning			3%	$79,700	3%	$95,200
3.	Environmental and Permitting			5%	$132,900	5%	$158,700
4.	Geotechnical Engineering			2%	$53,200	2%	$63,500
5.	Surveying and Civil Engineering			10%	$265,700	10%	$317,300
6.	Construction Management and Inspection			12%	$318,800	12%	$380,800
7.	Mitigation			3%	$79,700	3%	$95,200
Real Estate					**$0**		**$0**
1.	Land Valuation (Agricultural)	0.0	AC	$25,000	$0	$28,900	$0
2.	Easement Acquisition	0	EA	$50,000	$0	$57,700	$0
Contingency (20%)					**$743,900**		**$888,500**
Project Totals					**$4,464,000**		**$5,331,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021$
SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015$ Unit Price	2015$ Total	2021$ Unit Price	2021$ Total
PROJECT							***SEEPAGE BERM***
ID 3							***STA 190+50 TO STA 247+00***
Construction					**$8,142,200**		**$9,569,200**
1.	Mobilization			3%	$230,500	3%	$270,900
2.	Erosion Control			3%	$230,500	3%	$270,900
3.	Clearing and Grubbing	20.8	AC	$2,000	$41,600	$2,400	$50,000
4.	Imported Engineered Fill	159,200	TN	$15	$2,388,000	$18	$2,865,600
5.	Drain Rock Material	99,200	TN	$30	$2,976,000	$35	$3,472,000
6.	Sand Filter Material	49,400	TN	$25	$1,235,000	$29	$1,432,600
7.	Filter Fabric	675,300	SF	$0.50	$337,700	$0.58	$391,700
8.	Class 2 Aggregate Base	4,200	TN	$25	$105,000	$29	$121,800
9.	Reconstruct Existing 8" Pipe	4	EA	$45,000	$180,000	$51,900	$207,600
10.	Reconstruct Existing 10" Pipe	2	EA	$55,000	$110,000	$63,400	$126,800
11.	Reconstruct Existing 16" Pipe	1	EA	$80,000	$80,000	$92,200	$92,200
12.	Reconstruct Existing 20" Pipe	1	EA	$95,000	$95,000	$109,500	$109,500
13.	Air Release Valve	8	EA	$2,000	$16,000	$2,400	$19,200
14.	8" Valve	4	EA	$2,500	$10,000	$2,900	$11,600
15.	10" Valve	2	EA	$3,000	$6,000	$3,500	$7,000
16.	16" Valve	1	EA	$8,500	$8,500	$9,800	$9,800
17.	20" Valve	1	EA	$18,000	$18,000	$20,800	$20,800
18.	Hydroseeding	743,100	SF	$0.10	$74,400	$0.12	$89,200
Mangement / Environmental / Engineering					**$3,257,300**		**$3,828,000**
1.	Administration			5%	$407,200	5%	$478,500
2.	Planning			3%	$244,300	3%	$287,100
3.	Environmental and Permitting			5%	$407,200	5%	$478,500
4.	Geotechnical Engineering			2%	$162,900	2%	$191,400
5.	Surveying and Civil Engineering			10%	$814,300	10%	$957,000
6.	Construction Management and Inspection			12%	$977,100	12%	$1,148,400
7.	Mitigation			3%	$244,300	3%	$287,100
Real Estate					**$667,500**		**$771,000**
1.	Land Valuation (Agricultural)	12.7	AC	$25,000	$317,500	$28,900	$367,100
2.	Easement Acquisition	7	EA	$50,000	$350,000	$57,700	$403,900
Contingency (20%)					**$2,413,400**		**$2,833,700**
Project Totals					**$14,481,000**		**$17,002,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021$
SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015$ Unit Price	2015$ Total	2021$ Unit Price	2021$ Total
PROJECT ID 4							***SEEPAGE BERM STA 255+50 TO STA 259+50***
Construction					**$528,800**		**$621,000**
1.	Mobilization			3%	$15,000	3%	$17,600
2.	Erosion Control			3%	$15,000	3%	$17,600
3.	Clearing and Grubbing	1.4	AC	$2,000	$2,800	$2,400	$3,400
4.	Imported Engineered Fill	9,900	TN	$15	$148,500	$18	$178,200
5.	Drain Rock Material	6,000	TN	$30	$180,000	$35	$210,000
6.	Sand Filter Material	3,000	TN	$25	$75,000	$29	$87,000
7.	Filter Fabric	40,800	SF	$0.50	$20,400	$0.58	$23,700
8.	Class 2 Aggregate Base	300	TN	$25	$7,500	$29	$8,700
9.	Reconstruct Existing 10" Pipe	1	EA	$55,000	$55,000	$63,400	$63,400
10.	Air Release Valve	1	EA	$2,000	$2,000	$2,400	$2,400
11.	10" Valve	1	EA	$3,000	$3,000	$3,500	$3,500
12.	Hydroseeding	45,600	SF	$0.10	$4,600	$0.12	$5,500
Mangement / Environmental / Engineering					**$211,800**		**$248,800**
1.	Administration			5%	$26,500	5%	$31,100
2.	Planning			3%	$15,900	3%	$18,700
3.	Environmental and Permitting			5%	$26,500	5%	$31,100
4.	Geotechnical Engineering			2%	$10,600	2%	$12,500
5.	Surveying and Civil Engineering			10%	$52,900	10%	$62,100
6.	Construction Management and Inspection			12%	$63,500	12%	$74,600
7.	Mitigation			3%	$15,900	3%	$18,700
Real Estate					**$67,500**		**$78,000**
1.	Land Valuation (Agricultural)	0.7	AC	$25,000	$17,500	$28,900	$20,300
2.	Easement Acquisition	1	EA	$50,000	$50,000	$57,700	$57,700
Contingency (20%)					**$161,700**		**$189,600**
Project Totals					**$970,000**		**$1,138,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021$
SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015$ Unit Price	2015$ Total	2021$ Unit Price	2021$ Total
PROJECT ID 5							***SEEPAGE BERM STA 270+00 TO STA 297+75***
Construction					**$3,512,500**		**$4,127,500**
1.	Mobilization			3%	$99,500	3%	$116,900
2.	Erosion Control			3%	$99,500	3%	$116,900
3.	Clearing and Grubbing	9.1	AC	$2,000	$18,200	$2,400	$21,900
4.	Imported Engineered Fill	68,600	TN	$15	$1,029,000	$18	$1,234,800
5.	Drain Rock Material	41,600	TN	$30	$1,248,000	$35	$1,456,000
6.	Sand Filter Material	20,400	TN	$25	$510,000	$29	$591,600
7.	Filter Fabric	283,100	SF	$0.50	$141,600	$0.58	$164,200
8.	Class 2 Aggregate Base	2,100	TN	$25	$52,500	$29	$60,900
9.	Reconstruct Existing 10" Pipe	1	EA	$55,000	$55,000	$63,400	$63,400
10.	Reconstruct Existing 12" Pipe	2	EA	$60,000	$120,000	$69,200	$138,400
11.	Reconstruct Existing 16" Pipe	1	EA	$80,000	$80,000	$92,200	$92,200
12.	Air Release Valve	4	EA	$2,000	$8,000	$2,400	$9,600
13.	10" Valve	1	EA	$3,000	$3,000	$3,500	$3,500
14.	12" Valve	2	EA	$4,000	$8,000	$4,700	$9,400
15.	16" Valve	1	EA	$8,500	$8,500	$9,800	$9,800
16.	Hydroseeding	316,400	SF	$0.10	$31,700	$0.12	$38,000
Mangement / Environmental / Engineering					**$1,405,300**		**$1,651,300**
1.	Administration			5%	$175,700	5%	$206,400
2.	Planning			3%	$105,400	3%	$123,900
3.	Environmental and Permitting			5%	$175,700	5%	$206,400
4.	Geotechnical Engineering			2%	$70,300	2%	$82,600
5.	Surveying and Civil Engineering			10%	$351,300	10%	$412,800
6.	Construction Management and Inspection			12%	$421,500	12%	$495,300
7.	Mitigation			3%	$105,400	3%	$123,900
Real Estate					**$327,500**		**$378,200**
1.	Land Valuation (Agricultural)	5.1	AC	$25,000	$127,500	$28,900	$147,400
2.	Easement Acquisition	4	EA	$50,000	$200,000	$57,700	$230,800
Contingency (20%)					**$1,049,100**		**$1,231,400**
Project Totals					**$6,295,000**		**$7,389,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021$
SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015$		2021$	
				Unit Price	Total	Unit Price	Total
PROJECT							***CUTOFF WALL***
ID 6							***STA 311+00 TO STA 362+50***
Construction					**$6,001,700**		**$7,343,200**
1.	Mobilization			10%	$531,200	10%	$649,900
2.	Erosion Control			3%	$159,400	3%	$195,000
3.	Clearing and Grubbing	10.8	AC	$2,000	$21,600	$2,400	$26,000
4.	Degrade Existing Levee (1/3 Height)	23,500	CY	$10	$235,000	$12	$282,000
5.	Soil-Bentonite (SB) Cutoff Wall	354,200	SF	$8	$2,833,600	$10	$3,542,000
6.	Temporary Cap (Double Handle)	9,200	CY	$10	$92,000	$12	$110,400
7.	Tracer Wire	5,200	LF	$2	$10,400	$3	$15,600
8.	Imported Engineered Fill	108,800	TN	$15	$1,632,000	$18	$1,958,400
9.	Class 2 Aggregate Base	3,900	TN	$25	$97,500	$29	$113,100
10.	Reconstruct Existing 6" Pipe	1	EA	$40,000	$40,000	$46,100	$46,100
11.	Reconstruct Existing 8" Pipe	1	EA	$45,000	$45,000	$51,900	$51,900
12.	Reconstruct Existing 10" Pipe	3	EA	$55,000	$165,000	$63,400	$190,200
13.	Reconstruct Existing 14" Pipe	1	EA	$75,000	$75,000	$86,500	$86,500
14.	Air Release Valve	6	EA	$2,000	$12,000	$2,400	$14,400
15.	6" Valve	1	EA	$2,000	$2,000	$2,400	$2,400
16.	8" Valve	1	EA	$2,500	$2,500	$2,900	$2,900
17.	10" Valve	3	EA	$3,000	$9,000	$3,500	$10,500
18.	14" Valve	1	EA	$7,000	$7,000	$8,100	$8,100
19.	Hydroseeding	314,200	SF	$0.10	$31,500	$0.12	$37,800
Mangement / Environmental / Engineering					**$2,401,000**		**$2,937,500**
1.	Administration			5%	$300,100	5%	$367,200
2.	Planning			3%	$180,100	3%	$220,300
3.	Environmental and Permitting			5%	$300,100	5%	$367,200
4.	Geotechnical Engineering			2%	$120,100	2%	$146,900
5.	Surveying and Civil Engineering			10%	$600,200	10%	$734,400
6.	Construction Management and Inspection			12%	$720,300	12%	$881,200
7.	Mitigation			3%	$180,100	3%	$220,300
Real Estate					**$0**		**$0**
1.	Land Valuation (Agricultural)	0.0	AC	$25,000	$0	$28,900	$0
2.	Easement Acquisition	0	EA	$50,000	$0	$57,700	$0
Contingency (20%)					**$1,680,600**		**$2,056,200**
Project Totals					**$10,084,000**		**$12,337,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021$
SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015$ Unit Price	2015$ Total	2021$ Unit Price	2021$ Total
PROJECT							***CUTOFF WALL***
ID 7							***STA 388+00 TO STA 518+50***
Construction					**$15,102,800**		**$18,424,200**
1.	Mobilization			10%	$1,336,600	10%	$1,630,500
2.	Erosion Control			3%	$401,000	3%	$489,200
3.	Clearing and Grubbing	27.3	AC	$2,000	$54,600	$2,400	$65,600
4.	Degrade Existing Levee (1/3 Height)	59,500	CY	$10	$595,000	$12	$714,000
5.	Soil-Bentonite (SB) Cutoff Wall	827,000	SF	$8	$6,616,000	$10	$8,270,000
6.	Temporary Cap (Double Handle)	23,200	CY	$10	$232,000	$12	$278,400
7.	Tracer Wire	13,000	LF	$2	$26,000	$3	$39,000
8.	Imported Engineered Fill	275,600	TN	$15	$4,134,000	$18	$4,960,800
9.	Class 2 Aggregate Base	9,600	TN	$25	$240,000	$29	$278,400
10.	Reconstruct Existing 4" Pipe	1	EA	$35,000	$35,000	$40,400	$40,400
11.	Reconstruct Existing 6" Pipe	2	EA	$40,000	$80,000	$46,100	$92,200
12.	Reconstruct Existing 10" Pipe	2	EA	$55,000	$110,000	$63,400	$126,800
13.	Reconstruct Existing 12" Pipe	5	EA	$60,000	$300,000	$69,200	$346,000
14.	Reconstruct Existing 14" Pipe	2	EA	$75,000	$150,000	$86,500	$173,000
15.	Reconstruct Existing 16" Pipe	3	EA	$80,000	$240,000	$92,200	$276,600
16.	Reconstruct Existing 20" Pipe	1	EA	$95,000	$95,000	$109,500	$109,500
17.	Reconstruct Existing 36" Pipe	1	EA	$200,000	$200,000	$230,500	$230,500
18.	Air Release Valve	17	EA	$2,000	$34,000	$2,400	$40,800
19.	4" Valve	1	EA	$1,500	$1,500	$1,800	$1,800
20.	6" Valve	2	EA	$2,000	$4,000	$2,400	$4,800
21.	10" Valve	2	EA	$3,000	$6,000	$3,500	$7,000
22.	12" Valve	5	EA	$4,000	$20,000	$4,700	$23,500
23.	14" Valve	2	EA	$7,000	$14,000	$8,100	$16,200
24.	16" Valve	3	EA	$8,500	$25,500	$9,800	$29,400
25.	20" Valve	1	EA	$18,000	$18,000	$20,800	$20,800
26.	36" Valve	1	EA	$55,000	$55,000	$63,400	$63,400
27.	Hydroseeding	796,000	SF	$0.10	$79,600	$0.12	$95,600
Mangement / Environmental / Engineering					**$6,041,400**		**$7,370,200**
1.	Administration			5%	$755,200	5%	$921,300
2.	Planning			3%	$453,100	3%	$552,800
3.	Environmental and Permitting			5%	$755,200	5%	$921,300
4.	Geotechnical Engineering			2%	$302,100	2%	$368,500
5.	Surveying and Civil Engineering			10%	$1,510,300	10%	$1,842,500
6.	Construction Management and Inspection			12%	$1,812,400	12%	$2,211,000
7.	Mitigation			3%	$453,100	3%	$552,800
Real Estate					**$0**		**$0**
1.	Land Valuation (Agricultural)	0.0	AC	$25,000	$0	$28,900	$0
2.	Easement Acquisition	0	EA	$50,000	$0	$57,700	$0
Contingency (20%)					**$4,228,900**		**$5,158,900**
Project Totals					**$25,374,000**		**$30,954,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021$
SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015$ Unit Price	2015$ Total	2021$ Unit Price	2021$ Total
PROJECT							***LEVEE RAISE***
ID 8							***STA 570+00 TO STA 822+80***
Construction					**$8,370,100**		**$9,925,400**
1.	Mobilization			3%	$236,900	3%	$281,000
2.	Erosion Control			3%	$236,900	3%	$281,000
3.	Clearing and Grubbing	43.6	AC	$2,000	$87,200	$2,400	$104,700
4.	Imported Engineered Fill	339,700	TN	$15	$5,095,500	$18	$6,114,600
5.	Floodwall (3' tall)	2,400	LF	$125	$300,000	$145	$348,000
6.	Class 2 Aggregate Base	18,800	TN	$25	$470,000	$29	$545,200
7.	Reconstruct Existing 12" Pipe	3	EA	$60,000	$180,000	$69,200	$207,600
8.	Reconstruct Existing 16" Pipe	1	EA	$80,000	$80,000	$92,200	$92,200
9.	Reconstruct Existing 18" Pipe	4	EA	$85,000	$340,000	$98,000	$392,000
10.	Reconstruct Existing 20" Pipe	1	EA	$95,000	$95,000	$109,500	$109,500
11.	Reconstruct Existing 48" Pipe	1	EA	$300,000	$300,000	$345,700	$345,700
12.	Air Release Valve	10	EA	$2,000	$20,000	$2,400	$24,000
13.	12" Valve	3	EA	$4,000	$12,000	$4,700	$14,100
14.	16" Valve	1	EA	$8,500	$8,500	$9,800	$9,800
15.	18" Valve	4	EA	$14,000	$56,000	$16,200	$64,800
16.	20" Valve	1	EA	$18,000	$18,000	$20,800	$20,800
17.	48" Valve	1	EA	$85,000	$85,000	$98,000	$98,000
18.	Encroachment Removal	31	EA	$10,000	$310,000	$11,600	$359,600
19.	Encroachment Modification	3	EA	$100,000	$300,000	$115,300	$345,900
20.	Hydroseeding	1,390,400	SF	$0.10	$139,100	$0.12	$166,900
Management / Environmental / Engineering					**$3,348,700**		**$3,970,500**
1.	Administration			5%	$418,600	5%	$496,300
2.	Planning			3%	$251,200	3%	$297,800
3.	Environmental and Permitting			5%	$418,600	5%	$496,300
4.	Geotechnical Engineering			2%	$167,500	2%	$198,600
5.	Surveying and Civil Engineering			10%	$837,100	10%	$992,600
6.	Construction Management and Inspection			12%	$1,004,500	12%	$1,191,100
7.	Mitigation			3%	$251,200	3%	$297,800
Real Estate					**$515,300**		**$595,100**
1.	Land Valuation (Agricultural)	8.6	AC	$25,000	$215,300	$28,900	$248,900
2.	Easement Acquisition	6	EA	$50,000	$300,000	$57,700	$346,200
Contingency (20%)					**$2,446,900**		**$2,898,200**
Project Totals					**$14,681,000**		**$17,390,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021$
SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015$ Unit Price	2015$ Total	2021$ Unit Price	2021$ Total
PROJECT							***CUTOFF WALL***
ID 9							***STA 703+00 TO STA 741+30***
Construction					**$3,688,200**		**$4,566,900**
1.	Mobilization			10%	$326,400	10%	$404,200
2.	Erosion Control			3%	$98,000	3%	$121,300
3.	Degrade Existing Levee (1/3 Height)	17,400	CY	$10	$174,000	$12	$208,800
4.	Soil-Bentonite (SB) Cutoff Wall	306,400	SF	$8	$2,451,200	$10	$3,064,000
5.	Temporary Cap (Double Handle)	6,700	CY	$10	$67,000	$12	$80,400
6.	Imported Engineered Fill	37,600	TN	$15	$564,000	$18	$676,800
7.	Tracer Wire	3,800	LF	$2	$7,600	$3	$11,400
Management / Environmental / Engineering					**$1,475,700**		**$1,827,200**
1.	Administration			5%	$184,500	5%	$228,400
2.	Planning			3%	$110,700	3%	$137,100
3.	Environmental and Permitting			5%	$184,500	5%	$228,400
4.	Geotechnical Engineering			2%	$73,800	2%	$91,400
5.	Surveying and Civil Engineering			10%	$368,900	10%	$456,700
6.	Construction Management and Inspection			12%	$442,600	12%	$548,100
7.	Mitigation			3%	$110,700	3%	$137,100
Real Estate					**$0**		**$0**
1.	Land Valuation (Agricultural)	0.0	AC	$25,000	$0	$28,900	$0
2.	Easement Acquisition	0	EA	$50,000	$0	$57,700	$0
Contingency (20%)					**$1,032,800**		**$1,278,900**
Project Totals					**$6,197,000**		**$7,673,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021$
SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015$ Unit Price	2015$ Total	2021$ Unit Price	2021$ Total
PROJECT ID 10							***CUTOFF WALL STA 781+00 TO STA 799+50***
Construction					**$1,785,900**		**$2,211,200**
1.	Mobilization			10%	$158,100	10%	$195,700
2.	Erosion Control			3%	$47,500	3%	$58,800
3.	Degrade Existing Levee (1/3 Height)	8,500	CY	$10	$85,000	$12	$102,000
4.	Soil-Bentonite (SB) Cutoff Wall	148,000	SF	$8	$1,184,000	$10	$1,480,000
5.	Temporary Cap (Double Handle)	3,300	CY	$10	$33,000	$12	$39,600
6.	Imported Engineered Fill	18,300	TN	$15	$274,500	$18	$329,400
7.	Tracer Wire	1,900	LF	$2	$3,800	$3	$5,700
Management / Environmental / Engineering					**$714,600**		**$884,900**
1.	Administration			5%	$89,300	5%	$110,600
2.	Planning			3%	$53,600	3%	$66,400
3.	Environmental and Permitting			5%	$89,300	5%	$110,600
4.	Geotechnical Engineering			2%	$35,800	2%	$44,300
5.	Surveying and Civil Engineering			10%	$178,600	10%	$221,200
6.	Construction Management and Inspection			12%	$214,400	12%	$265,400
7.	Mitigation			3%	$53,600	3%	$66,400
Real Estate					**$0**		**$0**
1.	Land Valuation (Agricultural)	0.0	AC	$25,000	$0	$28,900	$0
2.	Easement Acquisition	0	EA	$50,000	$0	$57,700	$0
Contingency (20%)					**$500,100**		**$619,300**
Project Totals					**$3,001,000**		**$3,716,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021$
SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015$ Unit Price	2015$ Total	2021$ Unit Price	2021$ Total
PROJECT ID 11					***LEVEE RAISE @ WALTHALL SLOUGH STA 822+80 TO STA 853+50***		
Construction					**$969,000**		**$1,154,700**
1.	Mobilization			3%	$27,500	3%	$32,700
2.	Erosion Control			3%	$27,500	3%	$32,700
3.	Clearing and Grubbing	5.3	AC	$2,000	$10,600	$2,400	$12,800
4.	Imported Engineered Fill	47,600	TN	$15	$714,000	$18	$856,800
5.	Class 2 Aggregate Base	2,300	TN	$25	$57,500	$29	$66,700
6.	Reconstruct Existing 20" Pipe	1	EA	$95,000	$95,000	$109,500	$109,500
7.	Air Release Valve	1	EA	$2,000	$2,000	$2,400	$2,400
8.	20" Valve	1	EA	$18,000	$18,000	$20,800	$20,800
9.	Hydroseeding	168,900	SF	$0.10	$16,900	$0.12	$20,300
Mangement / Environmental / Engineering					**$387,800**		**$462,200**
1.	Administration			5%	$48,500	5%	$57,800
2.	Planning			3%	$29,100	3%	$34,700
3.	Environmental and Permitting			5%	$48,500	5%	$57,800
4.	Geotechnical Engineering			2%	$19,400	2%	$23,100
5.	Surveying and Civil Engineering			10%	$96,900	10%	$115,500
6.	Construction Management and Inspection			12%	$116,300	12%	$138,600
7.	Mitigation			3%	$29,100	3%	$34,700
Real Estate					**$0**		**$0**
1.	Land Valuation (Agricultural)	0.0	AC	$25,000	$0	$28,900	$0
2.	Easement Acquisition	0	EA	$50,000	$0	$57,700	$0
Contingency (20%)					**$271,400**		**$323,400**
Project Totals					**$1,629,000**		**$1,941,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021$
SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015$ Unit Price	2015$ Total	2021$ Unit Price	2021$ Total
PROJECT ID 12	***LEVEE RAISE & SEEPAGE BERM @ DRYLAND LEVEE STA 853+50 TO STA 972+25***						
Construction					**$18,810,800**		**$22,234,400**
1.	Mobilization			3%	$532,400	3%	$629,300
2.	Erosion Control			3%	$532,400	3%	$629,300
3.	Traffic Control	1	LS	$50,000	$50,000	$57,700	$57,700
4.	AC Pavement Repairs	20,000	SF	$10	$200,000	$12	$240,000
5.	Clearing and Grubbing	50.9	AC	$2,000	$101,800	$2,400	$122,200
6.	Imported Engineered Fill	569,900	TN	$15	$8,548,500	$18	$10,258,200
7.	Drain Rock Material	170,400	TN	$30	$5,112,000	$35	$5,964,000
8.	Sand Filter Material	79,800	TN	$25	$1,995,000	$29	$2,314,200
9.	Filter Fabric	928,400	SF	$0.50	$464,200	$0.58	$538,500
10.	Class 2 Aggregate Base	15,700	TN	$25	$392,500	$29	$455,300
11.	Encroachment Modification	1	EA	$100,000	$100,000	$115,300	$115,300
12.	Hydroseeding	1,519,200	SF	$0.10	$152,000	$0.12	$182,400
13.	Quarry Stone Riprap	14,000	TN	$45	$630,000	$52	$728,000
Mangement / Environmental / Engineering					**$7,524,700**		**$8,894,200**
1.	Administration			5%	$940,600	5%	$1,111,800
2.	Planning			3%	$564,400	3%	$667,100
3.	Environmental and Permitting			5%	$940,600	5%	$1,111,800
4.	Geotechnical Engineering			2%	$376,300	2%	$444,700
5.	Surveying and Civil Engineering			10%	$1,881,100	10%	$2,223,500
6.	Construction Management and Inspection			12%	$2,257,300	12%	$2,668,200
7.	Mitigation			3%	$564,400	3%	$667,100
Real Estate					**$735,000**		**$849,200**
1.	Land Valuation (Agricultural)	19.4	AC	$25,000	$485,000	$28,900	$560,700
2.	Easement Acquisition	5	EA	$50,000	$250,000	$57,700	$288,500
Contingency (20%)					**$5,414,100**		**$6,395,600**
Project Totals					**$32,485,000**		**$38,374,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021$
SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015$ Unit Price	2015$ Total	2021$ Unit Price	2021$ Total
PROJECT ID 13							***EROSION REPAIRS STA 0+00 TO STA 959+00***
Construction					**$5,586,200**		**$6,458,400**
1.	Mobilization			3%	$158,100	3%	$182,800
2.	Erosion Control			3%	$158,100	3%	$182,800
3.	Clearing and Grubbing	34.0	AC	$2,000	$68,000	$2,400	$81,600
4.	Quarry Stone Riprap	115,600	TN	$45	$5,202,000	$52	$6,011,200
Mangement / Environmental / Engineering					**$2,234,900**		**$2,583,800**
1.	Administration			5%	$279,400	5%	$323,000
2.	Planning			3%	$167,600	3%	$193,800
3.	Environmental and Permitting			5%	$279,400	5%	$323,000
4.	Geotechnical Engineering			2%	$111,800	2%	$129,200
5.	Surveying and Civil Engineering			10%	$558,700	10%	$645,900
6.	Construction Management and Inspection			12%	$670,400	12%	$775,100
7.	Mitigation			3%	$167,600	3%	$193,800
Real Estate					**$0**		**$0**
1.	Land Valuation (Agricultural)	0.0	AC	$25,000	$0	$28,900	$0
2.	Easement Acquisition	0	EA	$50,000	$0	$57,700	$0
Contingency (20%)					**$1,564,300**		**$1,808,500**
Project Totals					**$9,386,000**		**$10,851,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021$
SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015$ Unit Price	2015$ Total	2021$ Unit Price	2021$ Total
PROJECT ID 14	***RIGHT-OF-WAY ACQUISITION (EXISTING DEFICIENCIES) STA 0+00 TO STA 959+00***						
Real Estate					**$10,317,500**		**$11,903,200**
1.	Land Valuation (Agricultural)	40.7	AC	$25,000	$1,017,500	$28,900	$1,176,300
2.	Land Valuation (Residential)	3.0	AC	$250,000	$750,000	$288,100	$864,300
3.	Land Valuation (Commercial)	1.0	AC	$250,000	$250,000	$288,100	$288,100
4.	Improvement Valuation (Residential)	15	EA	$150,000	$2,250,000	$172,900	$2,593,500
5.	Easement Acquisition	113	EA	$50,000	$5,650,000	$57,700	$6,520,100
6.	Easement Acquisition (Oak Shores)	1	EA	$400,000	$400,000	$460,900	$460,900
Contingency (20%)					**$2,063,500**		**$2,380,700**
Project Totals					**$12,381,000**		**$14,284,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021$
SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

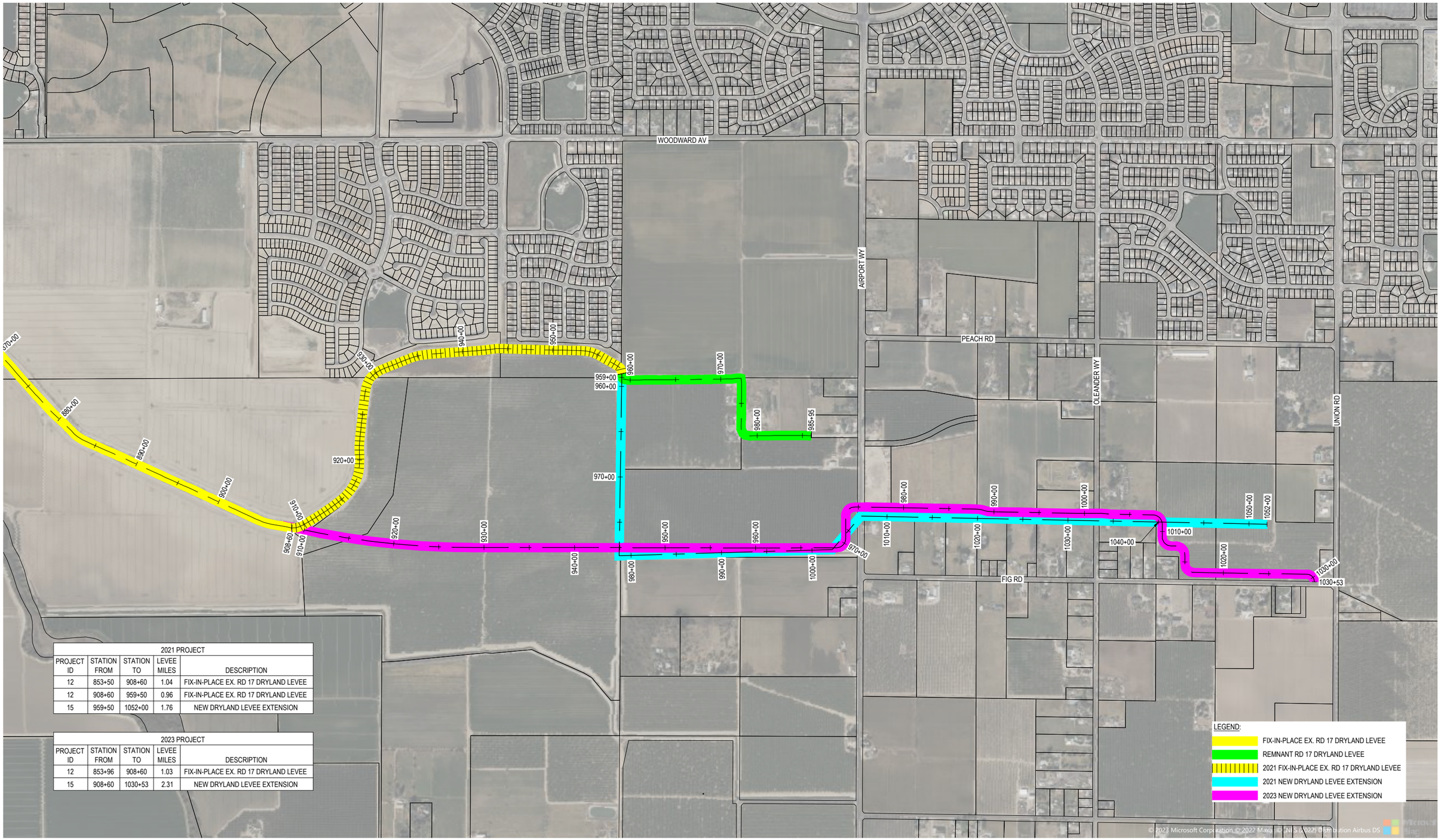
Item	Description	Qty	Unit	2015$ Unit Price	2015$ Total	2021$ Unit Price	2021$ Total
PROJECT ID 15							***DRYLAND LEVEE EXTENSION STA 959+00 TO STA 1104+20***
Construction					**$23,983,300**		**$28,501,800**
1.	Mobilization			3%	$678,800	3%	$806,700
2.	Erosion Control			3%	$678,800	3%	$806,700
3.	Traffic Control	1	LS	$120,000	$120,000	$138,300	$138,300
4.	AC Pavement Repairs	70,000	SF	$10	$700,000	$12	$840,000
5.	Clearing and Grubbing	80.8	AC	$5,000	$404,200	$5,800	$468,900
6.	Excavate Levee Keyway	38,800	CY	$10	$388,000	$12	$465,600
7.	Imported Engineered Fill	958,800	TN	$15	$14,382,000	$18	$17,258,400
8.	Drain Rock Material	110,100	TN	$30	$3,303,000	$35	$3,853,500
9.	Sand Filter Material	33,100	TN	$25	$827,500	$29	$959,900
10.	Filter Fabric	742,500	SF	$0.50	$371,300	$0.58	$430,700
11.	Class 2 Aggregate Base	10,800	TN	$25	$270,000	$29	$313,200
12.	Encroachment Removal	2	EA	$50,000	$100,000	$57,700	$115,400
13.	Encroachment Modification	3	EA	$100,000	$300,000	$115,300	$345,900
14.	Relocate Ditch	9,100	LF	$10	$91,000	$12	$109,200
15.	Hydroseeding	1,761,100	SF	$0.10	$176,200	$0.12	$211,400
16.	Quarry Stone Riprap	26,500	TN	$45	$1,192,500	$52	$1,378,000
Management / Environmental / Engineering					**$9,593,500**		**$11,401,000**
1.	Administration			5%	$1,199,200	5%	$1,425,100
2.	Planning			3%	$719,500	3%	$855,100
3.	Environmental and Permitting			5%	$1,199,200	5%	$1,425,100
4.	Geotechnical Engineering			2%	$479,700	2%	$570,100
5.	Surveying and Civil Engineering			10%	$2,398,400	10%	$2,850,200
6.	Construction Management and Inspection			12%	$2,878,000	12%	$3,420,300
7.	Mitigation			3%	$719,500	3%	$855,100
Real Estate					**$3,167,500**		**$3,659,500**
1.	Land Valuation (Agricultural)	82.7	AC	$25,000	$2,067,500	$28,900	$2,390,100
2.	Easement Acquisition	22	EA	$50,000	$1,100,000	$57,700	$1,269,400
Contingency (20%)					**$7,348,900**		**$8,712,500**
Project Totals					**$44,094,000**		**$52,275,000**

San Joaquin Area Flood Control Agency

Mossdale Tract Area
Urban Flood Risk Reduction Project

2023 Cost Estimate Update

EXHIBIT 2
Dryland Levee Extension Comparison



2021 PROJECT				
PROJECT ID	STATION FROM	STATION TO	LEVEE MILES	DESCRIPTION
12	853+50	908+60	1.04	FIX-IN-PLACE EX. RD 17 DRYLAND LEVEE
12	908+60	959+50	0.96	FIX-IN-PLACE EX. RD 17 DRYLAND LEVEE
15	959+50	1052+00	1.76	NEW DRYLAND LEVEE EXTENSION

2023 PROJECT				
PROJECT ID	STATION FROM	STATION TO	LEVEE MILES	DESCRIPTION
12	853+96	908+60	1.03	FIX-IN-PLACE EX. RD 17 DRYLAND LEVEE
15	908+60	1030+53	2.31	NEW DRYLAND LEVEE EXTENSION

NORTH ORIENTATION

KSN inc. KJELDSEN SINNOCK NEUDECK
CIVIL ENGINEERS & LAND SURVEYORS
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SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA
URBAN FLOOD RISK REDUCTION PROJECT
DRYLAND LEVEE EXTENSION COMPARISON

DRAWING SCALE: 1" = 500'

ORIGINAL DRAWING SCALE: 0 ½" 1"

EXHIBIT NO. 2

PAGE NO. 1

FILE SPEC: P:\2255_Lathrop_Manteca_ULDC Evaluation\0060_UFRR_EIR_Support\08_Civil\400_Plans\020_CAD\Exhibits\Exh_Exhibit for Cost Estimate Update.dwg
PLOT DATE: Feb 24, 2023 - 6:58am

San Joaquin Area Flood Control Agency

Mossdale Tract Area
Urban Flood Risk Reduction Project

2023 Cost Estimate Update

EXHIBIT 3
2023 Cost Estimate Breakdown

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA
URBAN FLOOD RISK REDUCTION PROJECT
SAN JOAQUIN COUNTY, CALIFORNIA

2023 OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	Unit Price	Total
PROJECT ID 1					***CUTOFF WALL STA 119+50 TO STA 148+00***
Construction					**$5,818,000**
1.	Mobilization			10%	$514,900
2.	Erosion Control			3%	$154,500
3.	Clearing and Grubbing	5.4	AC	$2,700	$14,600
4.	Degrade Existing Levee (1/3 Height)	12,100	CY	$14	$169,400
5.	Soil-Bentonite (SB) Cutoff Wall	69,100	SF	$11	$760,100
6.	Temporary Cap (Double Handle)	5,100	CY	$14	$71,400
7.	Imported Engineered Fill	51,900	TN	$25	$1,297,500
8.	Class 2 Aggregate Base	2,200	TN	$45	$99,000
9.	Reconstruct Existing 8" Pipe	2	EA	$58,800	$117,600
10.	Reconstruct Existing 42" Pipe	6	EA	$326,400	$1,958,400
11.	Air Release Valve	8	EA	$2,700	$21,600
12.	8" Valve	2	EA	$3,300	$6,600
13.	42" Valve	6	EA	$91,400	$548,400
14.	Encroachment Removal	3	EA	$13,100	$39,300
15.	Encroachment Modification	1	EA	$26,700	$26,700
16.	Hydroseeding	128,300	SF	$0.14	$18,000
Mangement / Environmental / Engineering					**$2,327,400**
1.	Administration			5%	$290,900
2.	Planning			3%	$174,600
3.	Environmental and Permitting			5%	$290,900
4.	Geotechnical Engineering			2%	$116,400
5.	Surveying and Civil Engineering			10%	$581,800
6.	Construction Management and Inspection			12%	$698,200
7.	Mitigation			3%	$174,600
Real Estate					**$0**
1.	Land Valuation (Agricultural)	0.0	AC	$32,700	$0
2.	Easement Acquisition	0	EA	$65,300	$0
Contingency (20%)					**$1,629,100**
Project Totals					**$9,775,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA
URBAN FLOOD RISK REDUCTION PROJECT
SAN JOAQUIN COUNTY, CALIFORNIA

2023 OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	Unit Price	Total
PROJECT					***CUTOFF WALL***
ID 2					***STA 175+45 TO STA 192+00***
Construction					**$2,653,500**
1.	Mobilization			10%	$234,900
2.	Erosion Control			3%	$70,500
3.	Clearing and Grubbing	3.7	AC	$2,700	$10,000
4.	Degrade Existing Levee (1/3 Height)	13,400	CY	$14	$187,600
5.	Soil-Bentonite (SB) Cutoff Wall	80,500	SF	$11	$885,500
6.	Temporary Cap (Double Handle)	3,500	CY	$14	$49,000
7.	Imported Engineered Fill	30,500	TN	$25	$762,500
8.	Class 2 Aggregate Base	1,500	TN	$45	$67,500
9.	Reconstruct Existing 8" Pipe	2	EA	$58,800	$117,600
10.	Reconstruct Existing 12" Pipe	1	EA	$78,400	$78,400
11.	Reconstruct Existing 16" Pipe	1	EA	$104,500	$104,500
12.	Air Release Valve	4	EA	$2,700	$10,800
13.	8" Valve	2	EA	$3,300	$6,600
14.	12" Valve	1	EA	$5,300	$5,300
15.	16" Valve	1	EA	$11,100	$11,100
16.	Encroachment Removal	3	EA	$13,100	$39,300
17.	Hydroseeding	88,000	SF	$0.14	$12,400
Mangement / Environmental / Engineering					**$1,061,800**
1.	Administration			5%	$132,700
2.	Planning			3%	$79,700
3.	Environmental and Permitting			5%	$132,700
4.	Geotechnical Engineering			2%	$53,100
5.	Surveying and Civil Engineering			10%	$265,400
6.	Construction Management and Inspection			12%	$318,500
7.	Mitigation			3%	$79,700
Real Estate					**$0**
1.	Land Valuation (Agricultural)	0.0	AC	$32,700	$0
2.	Easement Acquisition	0	EA	$65,300	$0
Contingency (20%)					**$743,100**
Project Totals					**$4,459,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA
URBAN FLOOD RISK REDUCTION PROJECT
SAN JOAQUIN COUNTY, CALIFORNIA

2023 OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	Unit Price	Total
PROJECT					***SEEPAGE BERM***
ID 3					***STA 190+50 TO STA 247+00***
Construction					**$11,432,800**
1.	Mobilization			3%	$323,600
2.	Erosion Control			3%	$323,600
3.	Clearing and Grubbing	20.8	AC	$2,700	$56,200
4.	Imported Engineered Fill	195,100	TN	$25	$4,877,500
5.	Drain Rock Material	78,600	TN	$45	$3,537,000
6.	Sand Filter Material	19,700	TN	$45	$886,500
7.	Filter Fabric	675,300	SF	$0.66	$445,700
8.	Class 2 Aggregate Base	4,300	TN	$45	$193,500
9.	Reconstruct Existing 8" Pipe	4	EA	$58,800	$235,200
10.	Reconstruct Existing 10" Pipe	2	EA	$71,900	$143,800
11.	Reconstruct Existing 16" Pipe	1	EA	$104,500	$104,500
12.	Reconstruct Existing 20" Pipe	1	EA	$124,100	$124,100
13.	Air Release Valve	8	EA	$2,700	$21,600
14.	8" Valve	4	EA	$3,300	$13,200
15.	10" Valve	2	EA	$4,000	$8,000
16.	16" Valve	1	EA	$11,100	$11,100
17.	20" Valve	1	EA	$23,600	$23,600
18.	Hydroseeding	743,100	SF	$0.14	$104,100
Mangement / Environmental / Engineering					**$4,573,400**
1.	Administration			5%	$571,700
2.	Planning			3%	$343,000
3.	Environmental and Permitting			5%	$571,700
4.	Geotechnical Engineering			2%	$228,700
5.	Surveying and Civil Engineering			10%	$1,143,300
6.	Construction Management and Inspection			12%	$1,372,000
7.	Mitigation			3%	$343,000
Real Estate					**$872,400**
1.	Land Valuation (Agricultural)	12.7	AC	$32,700	$415,300
2.	Easement Acquisition	7	EA	$65,300	$457,100
Contingency (20%)					**$3,375,800**
Project Totals					**$20,255,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA
URBAN FLOOD RISK REDUCTION PROJECT
SAN JOAQUIN COUNTY, CALIFORNIA

2023 OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	Unit Price	Total
PROJECT ID 4					***SEEPAGE BERM STA 255+50 TO STA 259+50***
Construction					**$856,400**
1.	Mobilization			3%	$24,300
2.	Erosion Control			3%	$24,300
3.	Clearing and Grubbing	1.4	AC	$2,700	$3,800
4.	Imported Engineered Fill	16,700	TN	$25	$417,500
5.	Drain Rock Material	4,500	TN	$45	$202,500
6.	Sand Filter Material	1,200	TN	$45	$54,000
7.	Filter Fabric	40,800	SF	$0.66	$27,000
8.	Class 2 Aggregate Base	400	TN	$45	$18,000
9.	Reconstruct Existing 10" Pipe	1	EA	$71,900	$71,900
10.	Air Release Valve	1	EA	$2,700	$2,700
11.	10" Valve	1	EA	$4,000	$4,000
12.	Hydroseeding	45,600	SF	$0.14	$6,400
Mangement / Environmental / Engineering					**$342,900**
1.	Administration			5%	$42,900
2.	Planning			3%	$25,700
3.	Environmental and Permitting			5%	$42,900
4.	Geotechnical Engineering			2%	$17,200
5.	Surveying and Civil Engineering			10%	$85,700
6.	Construction Management and Inspection			12%	$102,800
7.	Mitigation			3%	$25,700
Real Estate					**$88,200**
1.	Land Valuation (Agricultural)	0.7	AC	$32,700	$22,900
2.	Easement Acquisition	1	EA	$65,300	$65,300
Contingency (20%)					**$257,500**
Project Totals					**$1,545,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA
URBAN FLOOD RISK REDUCTION PROJECT
SAN JOAQUIN COUNTY, CALIFORNIA

2023 OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	Unit Price	Total
PROJECT ID 5					***SEEPAGE BERM STA 270+00 TO STA 297+75***
Construction					**$5,128,900**
1.	Mobilization			3%	$145,200
2.	Erosion Control			3%	$145,200
3.	Clearing and Grubbing	9.1	AC	$2,700	$24,600
4.	Imported Engineered Fill	94,000	TN	$25	$2,350,000
5.	Drain Rock Material	31,400	TN	$45	$1,413,000
6.	Sand Filter Material	7,900	TN	$45	$355,500
7.	Filter Fabric	283,100	SF	$0.66	$186,900
8.	Class 2 Aggregate Base	2,100	TN	$45	$94,500
9.	Reconstruct Existing 10" Pipe	1	EA	$71,900	$71,900
10.	Reconstruct Existing 12" Pipe	2	EA	$78,400	$156,800
11.	Reconstruct Existing 16" Pipe	1	EA	$104,500	$104,500
12.	Air Release Valve	4	EA	$2,700	$10,800
13.	10" Valve	1	EA	$4,000	$4,000
14.	12" Valve	2	EA	$5,300	$10,600
15.	16" Valve	1	EA	$11,100	$11,100
16.	Hydroseeding	316,400	SF	$0.14	$44,300
Mangement / Environmental / Engineering					**$2,051,800**
1.	Administration			5%	$256,500
2.	Planning			3%	$153,900
3.	Environmental and Permitting			5%	$256,500
4.	Geotechnical Engineering			2%	$102,600
5.	Surveying and Civil Engineering			10%	$512,900
6.	Construction Management and Inspection			12%	$615,500
7.	Mitigation			3%	$153,900
Real Estate					**$428,000**
1.	Land Valuation (Agricultural)	5.1	AC	$32,700	$166,800
2.	Easement Acquisition	4	EA	$65,300	$261,200
Contingency (20%)					**$1,521,800**
Project Totals					**$9,131,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA
URBAN FLOOD RISK REDUCTION PROJECT
SAN JOAQUIN COUNTY, CALIFORNIA

2023 OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	Unit Price	Total
PROJECT ID 6					***CUTOFF WALL STA 311+00 TO STA 362+50***
Construction					**$9,376,600**
1.	Mobilization			10%	$829,800
2.	Erosion Control			3%	$249,000
3.	Clearing and Grubbing	10.8	AC	$2,700	$29,200
4.	Degrade Existing Levee (1/3 Height)	31,600	CY	$14	$442,400
5.	Soil-Bentonite (SB) Cutoff Wall	328,200	SF	$11	$3,610,200
6.	Temporary Cap (Double Handle)	9,200	CY	$14	$128,800
7.	Imported Engineered Fill	135,800	TN	$25	$3,395,000
8.	Class 2 Aggregate Base	4,000	TN	$45	$180,000
9.	Reconstruct Existing 6" Pipe	1	EA	$52,300	$52,300
10.	Reconstruct Existing 8" Pipe	1	EA	$58,800	$58,800
11.	Reconstruct Existing 10" Pipe	3	EA	$71,900	$215,700
12.	Reconstruct Existing 14" Pipe	1	EA	$98,000	$98,000
13.	Air Release Valve	6	EA	$2,700	$16,200
14.	6" Valve	1	EA	$2,700	$2,700
15.	8" Valve	1	EA	$3,300	$3,300
16.	10" Valve	3	EA	$4,000	$12,000
17.	14" Valve	1	EA	$9,200	$9,200
18.	Hydroseeding	314,200	SF	$0.14	$44,000
Mangement / Environmental / Engineering					**$3,750,900**
1.	Administration			5%	$468,900
2.	Planning			3%	$281,300
3.	Environmental and Permitting			5%	$468,900
4.	Geotechnical Engineering			2%	$187,600
5.	Surveying and Civil Engineering			10%	$937,700
6.	Construction Management and Inspection			12%	$1,125,200
7.	Mitigation			3%	$281,300
Real Estate					**$0**
1.	Land Valuation (Agricultural)	0.0	AC	$32,700	$0
2.	Easement Acquisition	0	EA	$65,300	$0
Contingency (20%)					**$2,625,500**
Project Totals					**$15,753,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA
URBAN FLOOD RISK REDUCTION PROJECT
SAN JOAQUIN COUNTY, CALIFORNIA

2023 OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	Unit Price	Total
PROJECT					***CUTOFF WALL***
ID 7					***STA 388+00 TO STA 518+50***
Construction					**$21,461,200**
1.	Mobilization			10%	$1,899,300
2.	Erosion Control			3%	$569,800
3.	Clearing and Grubbing	27.3	AC	$2,700	$73,800
4.	Degrade Existing Levee (1/3 Height)	66,100	CY	$14	$925,400
5.	Soil-Bentonite (SB) Cutoff Wall	760,800	SF	$11	$8,368,800
6.	Temporary Cap (Double Handle)	23,300	CY	$14	$326,200
7.	Imported Engineered Fill	277,000	TN	$25	$6,925,000
8.	Class 2 Aggregate Base	9,900	TN	$45	$445,500
9.	Reconstruct Existing 4" Pipe	1	EA	$45,700	$45,700
10.	Reconstruct Existing 6" Pipe	2	EA	$52,300	$104,600
11.	Reconstruct Existing 10" Pipe	2	EA	$71,900	$143,800
12.	Reconstruct Existing 12" Pipe	5	EA	$78,400	$392,000
13.	Reconstruct Existing 14" Pipe	2	EA	$98,000	$196,000
14.	Reconstruct Existing 16" Pipe	3	EA	$104,500	$313,500
15.	Reconstruct Existing 20" Pipe	1	EA	$124,100	$124,100
16.	Reconstruct Existing 36" Pipe	1	EA	$261,200	$261,200
17.	Air Release Valve	17	EA	$2,700	$45,900
18.	4" Valve	1	EA	$2,000	$2,000
19.	6" Valve	2	EA	$2,700	$5,400
20.	10" Valve	2	EA	$4,000	$8,000
21.	12" Valve	5	EA	$5,300	$26,500
22.	14" Valve	2	EA	$9,200	$18,400
23.	16" Valve	3	EA	$11,100	$33,300
24.	20" Valve	1	EA	$23,600	$23,600
25.	36" Valve	1	EA	$71,900	$71,900
26.	Hydroseeding	796,000	SF	$0.14	$111,500
Mangement / Environmental / Engineering					**$8,584,900**
1.	Administration			5%	$1,073,100
2.	Planning			3%	$643,900
3.	Environmental and Permitting			5%	$1,073,100
4.	Geotechnical Engineering			2%	$429,300
5.	Surveying and Civil Engineering			10%	$2,146,200
6.	Construction Management and Inspection			12%	$2,575,400
7.	Mitigation			3%	$643,900
Real Estate					**$0**
1.	Land Valuation (Agricultural)	0.0	AC	$32,700	$0
2.	Easement Acquisition	0	EA	$65,300	$0
Contingency (20%)					**$6,009,300**
Project Totals					**$36,056,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA
URBAN FLOOD RISK REDUCTION PROJECT
SAN JOAQUIN COUNTY, CALIFORNIA

2023 OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	Unit Price	Total
PROJECT					***LEVEE RAISE***
ID 8					***STA 570+00 TO STA 822+80***
Construction					**$13,277,500**
1.	Mobilization			3%	$375,800
2.	Erosion Control			3%	$375,800
3.	Clearing and Grubbing	43.6	AC	$2,700	$117,800
4.	Imported Engineered Fill	350,900	TN	$25	$8,772,500
5.	Floodwall (3' tall)	1,300	LF	$164	$213,200
6.	Class 2 Aggregate Base	19,300	TN	$45	$868,500
7.	Reconstruct Existing 12" Pipe	3	EA	$78,400	$235,200
8.	Reconstruct Existing 16" Pipe	1	EA	$104,500	$104,500
9.	Reconstruct Existing 18" Pipe	4	EA	$111,000	$444,000
10.	Reconstruct Existing 20" Pipe	1	EA	$124,100	$124,100
11.	Reconstruct Existing 48" Pipe	1	EA	$391,700	$391,700
12.	Air Release Valve	10	EA	$2,700	$27,000
13.	12" Valve	3	EA	$5,300	$15,900
14.	16" Valve	1	EA	$11,100	$11,100
15.	18" Valve	4	EA	$18,300	$73,200
16.	20" Valve	1	EA	$23,600	$23,600
17.	48" Valve	1	EA	$111,000	$111,000
18.	Encroachment Removal	31	EA	$13,100	$406,100
19.	Encroachment Modification	3	EA	$130,600	$391,800
20.	Hydroseeding	1,390,400	SF	$0.14	$194,700
Management / Environmental / Engineering					**$5,311,300**
1.	Administration			5%	$663,900
2.	Planning			3%	$398,400
3.	Environmental and Permitting			5%	$663,900
4.	Geotechnical Engineering			2%	$265,600
5.	Surveying and Civil Engineering			10%	$1,327,800
6.	Construction Management and Inspection			12%	$1,593,300
7.	Mitigation			3%	$398,400
Real Estate					**$673,400**
1.	Land Valuation (Agricultural)	8.6	AC	$32,700	$281,600
2.	Easement Acquisition	6	EA	$65,300	$391,800
Contingency (20%)					**$3,852,500**
Project Totals					**$23,115,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA
URBAN FLOOD RISK REDUCTION PROJECT
SAN JOAQUIN COUNTY, CALIFORNIA

2023 OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	Unit Price	Total
PROJECT ID 9					***CUTOFF WALL STA 703+00 TO STA 741+30***
Construction					**$4,241,300**
1.	Mobilization			10%	$375,400
2.	Erosion Control			3%	$112,600
3.	Degrade Existing Levee (1/3 Height)	35,500	CY	$14	$497,000
4.	Soil-Bentonite (SB) Cutoff Wall	287,500	SF	$11	$3,162,500
5.	Temporary Cap (Double Handle)	6,700	CY	$14	$93,800
6.	Imported Engineered Fill	0	TN	$25	$0
Management / Environmental / Engineering					**$1,696,900**
1.	Administration			5%	$212,100
2.	Planning			3%	$127,300
3.	Environmental and Permitting			5%	$212,100
4.	Geotechnical Engineering			2%	$84,900
5.	Surveying and Civil Engineering			10%	$424,200
6.	Construction Management and Inspection			12%	$509,000
7.	Mitigation			3%	$127,300
Real Estate					**$0**
1.	Land Valuation (Agricultural)	0.0	AC	$32,700	$0
2.	Easement Acquisition	0	EA	$65,300	$0
Contingency (20%)					**$1,187,700**
Project Totals					**$7,126,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA
URBAN FLOOD RISK REDUCTION PROJECT
SAN JOAQUIN COUNTY, CALIFORNIA

2023 OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	Unit Price	Total
PROJECT ID 10					***CUTOFF WALL STA 781+00 TO STA 799+50***
Construction					**$1,967,700**
1.	Mobilization			10%	$174,200
2.	Erosion Control			3%	$52,300
3.	Degrade Existing Levee (1/3 Height)	17,300	CY	$14	$242,200
4.	Soil-Bentonite (SB) Cutoff Wall	132,200	SF	$11	$1,454,200
5.	Temporary Cap (Double Handle)	3,200	CY	$14	$44,800
6.	Imported Engineered Fill	0	TN	$25	$0
Management / Environmental / Engineering					**$787,400**
1.	Administration			5%	$98,400
2.	Planning			3%	$59,100
3.	Environmental and Permitting			5%	$98,400
4.	Geotechnical Engineering			2%	$39,400
5.	Surveying and Civil Engineering			10%	$196,800
6.	Construction Management and Inspection			12%	$236,200
7.	Mitigation			3%	$59,100
Real Estate					**$0**
1.	Land Valuation (Agricultural)	0.0	AC	$32,700	$0
2.	Easement Acquisition	0	EA	$65,300	$0
Contingency (20%)					**$551,100**
Project Totals					**$3,307,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA
URBAN FLOOD RISK REDUCTION PROJECT
SAN JOAQUIN COUNTY, CALIFORNIA

2023 OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	Unit Price	Total
PROJECT ID 11				***LEVEE RAISE @ WALTHALL SLOUGH STA 822+80 TO STA 853+96***	
Construction					**$757,000**
1.	Mobilization			3%	$21,500
2.	Erosion Control			3%	$21,500
3.	Clearing and Grubbing	5.3	AC	$2,700	$14,400
4.	Imported Engineered Fill	16,700	TN	$25	$417,500
5.	Class 2 Aggregate Base	2,400	TN	$45	$108,000
6.	Reconstruct Existing 20" Pipe	1	EA	$124,100	$124,100
7.	Air Release Valve	1	EA	$2,700	$2,700
8.	20" Valve	1	EA	$23,600	$23,600
9.	Hydroseeding	168,900	SF	$0.14	$23,700
Mangement / Environmental / Engineering					**$303,200**
1.	Administration			5%	$37,900
2.	Planning			3%	$22,800
3.	Environmental and Permitting			5%	$37,900
4.	Geotechnical Engineering			2%	$15,200
5.	Surveying and Civil Engineering			10%	$75,700
6.	Construction Management and Inspection			12%	$90,900
7.	Mitigation			3%	$22,800
Real Estate					**$0**
1.	Land Valuation (Agricultural)	0.0	AC	$32,700	$0
2.	Easement Acquisition	0	EA	$65,300	$0
Contingency (20%)					**$212,100**
Project Totals					**$1,273,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA
URBAN FLOOD RISK REDUCTION PROJECT
SAN JOAQUIN COUNTY, CALIFORNIA

2023 OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	Unit Price	Total
PROJECT ID 12				***LEVEE RAISE & SEEPAGE BERM @ DRYLAND LEVEE STA 853+96 TO STA 908+60***	
Construction					**$8,717,600**
1.	Mobilization			3%	$246,800
2.	Erosion Control			3%	$246,800
3.	Traffic Control	1	LS	$65,300	$65,300
4.	AC Pavement Repairs	20,000	SF	$14	$280,000
5.	Clearing and Grubbing	50.9	AC	$2,700	$137,500
6.	Imported Engineered Fill	144,300	TN	$25	$3,607,500
7.	Drain Rock Material	51,900	TN	$45	$2,335,500
8.	Sand Filter Material	13,000	TN	$45	$585,000
9.	Filter Fabric	481,600	SF	$0.66	$317,900
10.	Class 2 Aggregate Base	4,100	TN	$45	$184,500
11.	Encroachment Modification	1	EA	$130,600	$130,600
12.	Hydroseeding	1,067,300	SF	$0.14	$149,500
13.	Quarry Stone Riprap	7,300	TN	$59	$430,700
Mangement / Environmental / Engineering					**$3,487,400**
1.	Administration			5%	$435,900
2.	Planning			3%	$261,600
3.	Environmental and Permitting			5%	$435,900
4.	Geotechnical Engineering			2%	$174,400
5.	Surveying and Civil Engineering			10%	$871,800
6.	Construction Management and Inspection			12%	$1,046,200
7.	Mitigation			3%	$261,600
Real Estate					**$960,900**
1.	Land Valuation (Agricultural)	19.4	AC	$32,700	$634,400
2.	Easement Acquisition	5	EA	$65,300	$326,500
Contingency (20%)					**$2,633,200**
Project Totals					**$15,800,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA
URBAN FLOOD RISK REDUCTION PROJECT
SAN JOAQUIN COUNTY, CALIFORNIA

2023 OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	Unit Price	Total
PROJECT					***EROSION REPAIRS***
ID 13					***STA 0+00 TO STA 908+60***
Construction					**$7,327,000**
1.	Mobilization			3%	$207,400
2.	Erosion Control			3%	$207,400
3.	Clearing and Grubbing	34.0	AC	$2,700	$91,800
4.	Quarry Stone Riprap	115,600	TN	$59	$6,820,400
Mangement / Environmental / Engineering					**$2,931,200**
1.	Administration			5%	$366,400
2.	Planning			3%	$219,900
3.	Environmental and Permitting			5%	$366,400
4.	Geotechnical Engineering			2%	$146,600
5.	Surveying and Civil Engineering			10%	$732,700
6.	Construction Management and Inspection			12%	$879,300
7.	Mitigation			3%	$219,900
Real Estate					**$0**
1.	Land Valuation (Agricultural)	0.0	AC	$32,700	$0
2.	Easement Acquisition	0	EA	$65,300	$0
Contingency (20%)					**$2,051,700**
Project Totals					**$12,310,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA
URBAN FLOOD RISK REDUCTION PROJECT
SAN JOAQUIN COUNTY, CALIFORNIA

2023 OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	Unit Price	Total
PROJECT ID 14					***RIGHT-OF-WAY ACQUISITION (EXISTING DEFICIENCIES) STA 0+00 TO STA 908+60***
Real Estate					**$13,476,200**
1.	Land Valuation (Agricultural)	40.7	AC	$32,700	$1,330,900
2.	Land Valuation (Residential)	3.0	AC	$326,400	$979,200
3.	Land Valuation (Commercial)	1.0	AC	$326,400	$326,400
4.	Improvement Valuation (Residential)	15	EA	$195,900	$2,938,500
5.	Easement Acquisition	113	EA	$65,300	$7,378,900
6.	Easement Acquisition (Oak Shores)	1	EA	$522,300	$522,300
Contingency (20%)					**$2,695,300**
Project Totals					**$16,172,000**

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA
URBAN FLOOD RISK REDUCTION PROJECT
SAN JOAQUIN COUNTY, CALIFORNIA

2023 OPINION OF PROBABLE COSTS
DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	Unit Price	Total
PROJECT ID 15					***DRYLAND LEVEE EXTENSION STA 908+60 TO STA 1030+53***
Construction					**$29,504,900**
1.	Mobilization			3%	$835,100
2.	Erosion Control			3%	$835,100
3.	Traffic Control	1	LS	$159,400	$159,400
4.	AC Pavement Repairs	70,000	SF	$14	$980,000
5.	Clearing and Grubbing	80.8	AC	$6,700	$541,700
6.	Excavate Levee Keyway	32,600	CY	$14	$456,400
7.	Imported Engineered Fill	781,600	TN	$25	$19,540,000
8.	Drain Rock Material	58,100	TN	$45	$2,614,500
9.	Sand Filter Material	14,600	TN	$45	$657,000
10.	Filter Fabric	391,700	SF	$0.66	$258,600
11.	Class 2 Aggregate Base	9,300	TN	$45	$418,500
12.	Encroachment Removal	2	EA	$66,500	$133,000
13.	Encroachment Modification	3	EA	$130,600	$391,800
14.	Relocate Ditch	9,100	LF	$14	$127,400
15.	Hydroseeding	1,761,100	SF	$0.14	$246,600
16.	Quarry Stone Riprap	22,200	TN	$59	$1,309,800
Management / Environmental / Engineering					**$11,802,200**
1.	Administration			5%	$1,475,300
2.	Planning			3%	$885,200
3.	Environmental and Permitting			5%	$1,475,300
4.	Geotechnical Engineering			2%	$590,100
5.	Surveying and Civil Engineering			10%	$2,950,500
6.	Construction Management and Inspection			12%	$3,540,600
7.	Mitigation			3%	$885,200
Real Estate					**$4,140,900**
1.	Land Valuation (Agricultural)	82.7	AC	$32,700	$2,704,300
2.	Easement Acquisition	22	EA	$65,300	$1,436,600
Contingency (20%)					**$9,089,600**
Project Totals					**$54,538,000**

APPENDIX B:

SAN JOAQUIN AREA FLOOD CONTROL AGENCY RESOLUTION NO. 22-07: RESOLUTION DIRECTING STAFF TO WORK WITH THE MEMBER LAND USE AGENCIES TO FINALIZE THE MOSSDALE TRACT URBAN LEVEL OF FLOOD PROTECTION DEVELOPMENT IMPACT FEE UPDATE AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDED COLLECTION AGREEMENT *(EXCLUDING THE FINAL NEXUS STUDY UPDATE)*

AMENDED AGREEMENT FOR COLLECTION OF SAN JOAQUIN AREA FLOOD CONTROL AGENCY MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF PROTECTION DEVELOPMENT IMPACT FEE *(PARTIAL EXECUTION COPY)*

DEVELOPMENT IMPACT FEE PROGRAM SUPPORTING TABLES

Reso 22-07	SJAFCA Resolution Adopting Regional Impact Fee Program	B1
Agmt	Amended Collection Agreement for Regional Impact Fee	B3
Table B1	Development Fee Summary	B20
Table B2	Total Development Impact Fee Revenue Estimate	B21
Table B3	Development Impact Fee Revenue Estimate - Single Family	B22
Table B4	Development Impact Fee Revenue Estimate – Multifamily	B23
Table B5	Development Impact Fee Revenue Estimate – Commercial	B24
Table B6	Development Impact Fee Revenue Estimate – Industrial	B25
Table B7	Creditable Pre-Project Expenditures	B26

RESOLUTION NO. SJAFCA 22-07

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

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RESOLUTION DIRECTING STAFF TO WORK WITH THE MEMBER LAND USE AGENCIES TO FINALIZE THE MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF FLOOD PROTECTION DEVELOPMENT IMPACT FEE UDPATE AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDED COLLECTION AGREEMENT

WHEREAS, in November 2018 the SJAFCA Board of Directors approved the Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Program ("Impact Fee Program") Nexus Study and authorized the execution of a collection agreement for said program with its member land use agencies; and

WHEREAS, since the approval of the Impact Fee Program Nexus Study, several key factors reflected in the Nexus have changed including changes to the overall costs of the levee improvement program, the approach to financing the improvements and projections of development upon which the Nexus Study apportions the cost necessitating and update to the Nexus Study and associated collection agreement; and

WHEREAS, SJAFCA now desires to work with its member Land Use Agencies to implement an update to the Impact Fee Program.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

1. The SJAFCA Board of Directors hereby directs staff to work with the member Land Use Agencies to finalize for adoption by the member land use agencies the Draft Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee - Nexus Study Update Dated February 23, 2022 attached hereto as **Exhibit 1.**

2. The Development Fee will be collected by the Land Use Agencies in accordance with an Amended Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee. The Board authorizes the Executive Director, after consultation with Agency Counsel, to execute a collection agreement substantially in the form attached hereto as **Exhibit 2.**

PASSED, APPROVED AND ADOPTED this 17th day of March 2022.

DAN WRIGHT, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:

SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

AMENDED AGREEMENT FOR COLLECTION OF SAN JOAQUIN AREA FLOOD CONTROL AGENCY MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF FLOOD PROTECTION DEVELOPMENT IMPACT FEE

This Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("Agreement") is made and entered into on the date it is effective pursuant to Section 12 by and among the following parties:

a. City of Stockton, hereinafter referred to as "Stockton";

b. County of San Joaquin, hereinafter referred to as "County";

c. City of Lathrop, hereinafter referred to as "Lathrop;"

d. City of Manteca, hereinafter referred to as "Manteca;" and,

e. The San Joaquin Area Flood Control Agency, herein referred to as "SJAFCA."

A signatory to this Agreement is referred to herein as a Party, and collectively each Party is referred to as the Parties.

RECITALS

WHEREAS, in January of 2018, Stockton, the County, the San Joaquin County Flood Control and Water Conservation District ("SJCFCWCD"), Lathrop, and Manteca executed an Amended and Restated Joint Exercise of Powers Agreement ("JEPA") to reform the San Joaquin Area Flood Control Agency ("Agency") with a common goal of expanding the Agency to allow a coordinated effort to reduce flood risk in the Mossdale Tract Area (the "Program").

WHEREAS, SJAFCA, through certain state legislation and through the execution of the Amended and Restated Joint Exercise of Powers Agreement, has legal authority to prescribe, revise and collect fees as a condition of development of land (JEPA Section 7.m) for the purpose of assisting in the financing of flood control facilities, including the authority to make such fees applicable to development of land within the County, Stockton, Lathrop, and Manteca (collectively, "the Land Use Agencies").

WHEREAS, SJAFCA exercised this authority for the purpose of assisting in the financing of levee improvements and related flood risk reduction measures necessary to provide at least a 200-year level of flood protection to lands within the 200-year floodplain along the San Joaquin River in the Mossdale Tract Area ("Program Area") and to thereby offset the increase in damageable property that is placed in the levee protected floodplain as new development occurs in this area.

WHEREAS, SJAFCA prepared a Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Nexus Study ("Nexus Study") dated November 8, 2018 that described and determined the applicable Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("DIF").

WHEREAS, SJAFCA has now prepared an updated Nexus Study, dated February 23, 2022, that again describes and determines an updated DIF.

WHEREAS, each of the Parties has adopted or will adopt the updated Nexus Study which creates an updated DIF for the Program Area.

WHEREAS, SJAFCA has requested that the Land Use Agencies, as a condition of issuance of a building permit for new development in the Program Area, as shown on Figure 1 in the Nexus Study, that is within each of the Land Use Agency's land use authority, collect and transmit to SJAFCA the updated DIF for the development project for which such building permit is to be issued.

WHEREAS, the Land Use Agencies are willing and desire to collect the DIF and to transmit the DIF to SJAFCA, and the Land Use Agencies and SJAFCA desire to set forth the standards applicable to the collection of the DIF.

COVENANTS

In consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated in this Agreement by reference.

2. Collection and Transmission of DIF. Commencing with the effective date of the updated DIF, the Land Use Agencies shall collect the updated DIF as a condition of issuance of a building permit for any building, for which a building permit is required, located in the Program Area. The Land Use Agencies shall transmit to SJAFCA all amounts of the DIF that have been collected, minus the hold-back processing fee for the Land Use Agencies adopted pursuant to the Nexus Study. The methodology for computing the DIF, together with other procedural criteria, are specified in the Nexus Study.

3. Deposit of DIF. SJAFCA shall maintain a separate capital facilities account into which the Land Use Agencies shall, at least quarterly, deposit the DIF funds collected by the Land Use Agencies. Any interest earned on the DIF while held by the Land Use Agency shall also be deposited by the Land Use Agency.

4. Periodic Update of the DIF. SJAFCA shall promptly notify the Land Use Agencies of any necessary adjustments to the DIF to be made by the Parties from time to time.

5. Application of Fee Crediting and Reimbursement Policies. The Parties agree that in order to have a fair application of this Agreement, the DIF and the funds it will generate within each Land Use Agency, it is necessary to agree to principles which will be applied by any Land Use Agency when certain conditions occur. In such cases, the Land Use Agencies agree to apply the principles contained in Exhibit B to Collection Agreement. The relevant conditions are as follows:

a. The Land Use Agency has previously collected funds pursuant to a funding agreement with a developer in advance of when the fee would otherwise be due pursuant to the DIF Resolution and the funds are to be used to plan, design, and/or construct a portion of the Program; or,

b. The Land Use Agency has entered into an agreement with a developer to plan, design and/or construction a portion of the Program; or,

c. The Land Use Agency itself has funded the planning, design and/or construction a portion of the Program.

6. Refunds. In the event that a Land Use Agency collects the DIF or a portion of the DIF in error, the Land Use Agency will recalculate the correct DIF amount, process a refund to the customer, if necessary, and notify SJAFCA of this action. SJAFCA shall promptly refund any amount due to the Land Use Agency as a result of such error, or upon request of the Land Use Agency shall work with the Land Use Agency to true-up amounts owing in conjunction with the Land Use Agency forwarding future DIFs. In the event that a Land Use Agency requests that SJAFCA process a refund due to a building permit expiring without construction taking place, SJAFCA shall promptly process such refund to the Land Use Agency minus any costs incurred by SJAFCA in processing such refund.

7. Payment of DIF under Protest. Pursuant to Title 7, Division 1, Chapter 9 of the California Government Code, commencing with §66020, any aggrieved landowner shall be entitled to pay the applicable DIF to a Land Use Agency under protest. The protest procedures set forth therein shall apply to the DIF paid under protest.

8. Appeal. SJAFCA's Board of Directors shall hear all appeals for waiver or reduction in SJAFCA's DIF. The Board of Directors may adopt such policies as it wishes for the processing of the appeal and shall have the sole authority to grant or deny the

appeal. Within 5 business days following the final action of its Board of Directors regarding an appeal, SJAFCA shall notify the affected Land Use Agency in writing of its determination.

9. Compensation of Land Use Agencies. In consideration for collecting the DIF and consistent with the hold-back provided for in Section 2, SJAFCA shall reimburse the Land Use Agencies for their cost of time and materials for calculating, reporting, collecting, and processing functions. Such costs shall include the time and materials expended by, but not limited to, employees of the relevant Community Services Department, the Auditor-Controller's department, the Land Use Agencies' administrative office, and the information technology department. The Parties agree that a charge of 3% of the DIF is a reasonable estimate of the Land Use Agencies' cost of time and materials for calculating, reporting, collecting, and processing of the DIF. Each Land Use Agency and SJAFCA may agree to a different amount that reflects the Land Use Agency's actual cost of collection by executing a letter agreement without the need to amend this Agreement.

10. Relationship to Enhanced Infrastructure Financing District.

The Parties acknowledge that as a separate action, the Land Use Agencies are also collaborating on the creation of an enhanced infrastructure financing district ("EIFD") which will collect funds from a portion of property taxes paid in the Program Area to also fund, in addition to the DIF, levee improvements protecting the Program Area. For the EIFD, the Land Use Agencies have agreed that the County will contribute a larger share of EIFD payments for an initial period, in exchange for the County receiving priority repayment of some of those funds from the DIF collected under this Agreement. Attached hereto as Exhibit A are the key terms showing the mechanism of such priority repayment and each of the Land Use Entities agrees to such priority repayment.

11. Indemnification.

a. Except as provided in Section 11.b., SJAFCA agrees to indemnify, hold harmless and defend the Land Use Agencies, their Board of Supervisors or City

Council, officers, directors, agents and employees from and against any and all demands, liabilities, claims, actions, costs, damages, losses, litigation or expenses (including attorney's fees) arising out of or in any way related to, directly or indirectly, any action taken by the Land Use Agencies to collect the DIF and/or their performance of the obligations of this Agreement. This indemnification shall extend and apply to any claim, demand, or litigation pertaining to the lawfulness or validity of the SJAFCA DIF.

b. Each Land Use Agency agrees to indemnify, hold harmless and defend SJAFCA, its Board of Director, officers, agents and employees from and against any and all demands, liabilities, claims, actions, costs, damages, losses, litigation or expenses (including attorney's fees) arising out of or in any way related to, directly or indirectly, any criminal, reckless, or wrongful action taken by the Land Use Agency or its employees in the collection or processing of the DIF.

12. Notices. Notice to be provided to any Party to this Agreement arising out of matters pertaining to this Agreement shall be addressed as follows:

For County and SJCFCWCD:

San Joaquin County Department of Public Works
ATTN: Public Works Director
P.O. Box 1810
Stockton, California 95201

For City of Lathrop:

City of Lathrop
ATTN: Teresa Vargas, City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

For City of Manteca:

City of Manteca
ATTN: City Clerk

1001 W. Center Street
Manteca, CA 95337

For City of Stockton:

City of Stockton Community Development Department
ATTN: Community Development Director
424 N. El Dorado Street
Stockton, CA 95202

Any party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other Parties, which shall be effective upon receipt.

13. Term. This Agreement shall be effective as to SJAFCA and any Land Use Agency, once SJAFCA and the Land Use Agency both execute this Agreement and also adopt the DIF, and shall be effective as to each additional Land Use Agency once this Agreement is executed by that Land Use Agency and the DIF is adopted, and shall end when either (i) SJAFCA terminates the Agreement in accordance with Section 14, or (ii) all adopting Land Use Agencies have terminated the Agreement in accordance with Section 14.

14. Withdrawal from Agreement. Any Land Use Agency that has executed this Agreement, or SJAFCA, may withdraw from this Agreement by giving the other Parties at least six (6) months written notice of withdrawal. In the event of withdrawal by a Land Use Agency, that Land Use Agency shall, within 10 days of effective withdrawal, cause to be deposited into SJAFCA's separate capital facilities account all DIF funds collected prior to withdrawal.

15. Modifications. This Agreement contains the entire understanding of the Parties and no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by all Parties. Waiver by any Party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

16. Governing Laws and Jurisdiction. This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shalt be brought in the Superior Court of San Joaquin County, California.

17. Assignment; Binding on Successors. The rights and duties of the Parties may not be assigned or delegated without the written consent of all other Parties. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto, respectively. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Agency then in effect.

18. Interpretation. This Agreement shall be deemed to have been prepared equally by all of the Parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one Party on the basis that another Party prepared it.

19. Entire Agreement. This Agreement constitutes the entire contract between the Parties regarding the collection, deposit, and reporting of the DIF. Any prior agreements, regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

20. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

21. Duplicate Counterparts. This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by SJAFCA and at least one of the Land Use Agencies.

22. Interpretation. For purposes of this Agreement, references to "he" shall mean and include "she," references to "him" shall mean and include "her," and references to "his" shall mean and include "hers."

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above-written.

COUNTY OF SAN JOAQUIN
a political subdivision of the State of California

By: _____
Jerome Wilverding
County Administraror

CITY OF STOCKTON,
a municipal Corporation

By: _____

ATTEST:

Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

By: _____
RACHÉL DeBORD
Deputy Clerk

ATTEST:

Clerk of the City of Stockton

By: _____

RECOMMENDED FOR APPROVAL:

By: _____
FRITZ BUCHMAN, C.E. T.E., CFM
Interim Director of Public Works

APPROVED AS TO FORM

By: _____

APPROVED AS TO FORM:

By: _____
Matthew Dacey
Deputy County Counsel

CITY OF LATHROP,
a municipal Corporation

By: _____
Stephen J. Salvatore
City Manager

ATTEST:
Clerk of the City of Lathrop

By: _____
Teresa Vargas
City Clerk

APPROVED AS TO FORM:

By: _____
Salvador Navarrete
City Attorney

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

By: _____
CHRIS ELIAS
Executive Director

CITY OF MANTECA,
a municipal Corporation

By: _____

Title:

ATTEST:
Clerk of the City of Manteca

By: _____

Title:

APPROVED AS TO FORM:

By: _____

Title:

APPROVED AS TO FORM:

By: _____
SCOTT L. SHAPIRO
Agency Counsel

CITY OF LATHROP,
a municipal Corporation

By:_____

Title:

CITY OF MANTECA,
a municipal Corporation

By:_____

Title: Interim City Manager

ATTEST:

Clerk of the City of Lathrop

By:_____

ATTEST:

Clerk of the City of Manteca

By:_____

APPROVED AS TO FORM:

By:_____

Title:

APPROVED AS TO FORM:

By:_____

Title: City Attorney

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

By:_____
CHRIS ELIAS
Executive Director

APPROVED AS TO FORM:

By:_____
SCOTT L. SHAPIRO
Agency Counsel

EXHIBIT A

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF
FLOOD PROTECTION DEVELOPMENT IMPACT FEE

Key Terms Related to the Repayment of EIFD Payments to Land Use Entities from Impact Fees

1. Development Impact Fees "Impact Fees" collected after the Initial Years (ending in 2029), would be paid to each jurisdiction to help offset the general fund impacts associated with debt service requirements of the EIFD, subject first to priority reimbursement of "County Additional EIFD Contributions," as defined below. (i.e., the Impact Fees would be directly paid to the County until they have fully repaid the cumulative County Additional EIFD Contributions. After that repayment, Impact Fees would be used to offset the agencies' impacts to their respective general funds from prior EIFD property tax allocations, the "Impact Fee Offset," as further described below).

2. During the Initial Years, the following EIFD funding participation is proposed:
   a) San Joaquin County proposed to contribute a total flat rate of 47% of property tax increment, comprised of its Initial Base Rate plus an additional 37% of property tax increment, with such additional amount defined as "County Additional EIFD Contribution".
   b) Cities will each provide their respective Initial Base Rates.

3. Following the Initial Years, the following EIFD Funding participation and other financial arrangements are proposed:
   a) The Initial Base Rates would no longer apply and all agencies, including the County, would provide proportional EIFD contributions (i.e., the same percentage rate of total tax increment) to meet the debt service needs of any debt issued and secured by EIFD revenues subject to the Maximum Rate (20%) of total property tax increment. The contributions provided after the Initial Years would be subject to the Maximum Rate are defined as the "Post Project Annual Contribution."
   b) The cumulative County Additional EIFD Contribution shall be repaid to the County using Impact Fees. County to receive 100% of Impact Fees until the cumulative Additional County EIFD Contribution is repaid with interest compounded quarterly on at the annual County Pooled Treasury Rate for that quarter plus 200 basis points.

c) Following retirement of the cumulative County Additional EIFD Contribution with interest from Impact Fees, the Impact Fee Offset would be implemented as follows. All Impact Fees received by SJAFCA after repayment to the County would be allocated and paid to the Cities and the County to offset prior general fund impacts of previous EIFD contributions. The proportionate share of the cumulative total of each participating agency's Initial Contributions and Post Project Annual Contributions are defined as each agency's "Base EIFD Share." DIF revenues would be paid to each Agency based on its Base EIFD Share.

d) The duration (i.e., term) of Impact Fee Offset payments is yet to be determined. The term will be finalized during the process of updating the SJAFCA Mossdale ULOP Program Impact Fee Nexus Study. As part of the Impact Fee Update process, the Member Agencies will have an opportunity to weigh in on duration of the impact fee program.

EXHIBIT B

FEE CREDITING PRINCIPLES

EXHIBIT B

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF FLOOD PROTECTION

~~LEVEE IMPACT FEE CREDIT & REIMBURSEMENT POLICIES~~

UNDERLYING ASSUMPTIONS

The following are the underlying assumptions that predicate the establishment of credits and reimbursements:

- All funding, in-kind services, or construction of facilities in furtherance of providing an Urban Level of Flood Protection to Mossdale Tract Area, "Prior Advance Funding," was provided in advance of the Reclamation District 17 Interim Levee Impact Fee (Interim Levee Fee) and San Joaquin Area Flood Control Agency (SJAFCA) Regional Levee Fee (Regional DIF) (collectively, the Levee Fee) on behalf of development projects will be identified by the tables in a "Credit & Reimbursement Analysis," to be prepared by SJAFCA.
- All Prior Advance Funding of the Levee Fee will be proportionately allocable to the individual tract maps/phases/units/villages in projects based upon a project's gross developable acreage.
- Development within a project is assumed to have an obligation to fund levee improvements for all undeveloped gross developable acreage as of April 7, 2017 in Lathrop and April 22, 2017 in Manteca, the effective dates of the Interim Fees adopted by Lathrop and Manteca.
- Units within a project are assumed to have been previously absorbed if a permit for the unit has been applied for before January 8, 2019, the effective date of SJAFCA's Regional DIF.
- The Levee Fee obligation for all remaining developable acreage in a project absorbed before January 8, 2019 are the Initial Fee Rates as identified in the November 8, 2018, Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee Nexus Study as adopted by SJAFCA Resolution ___-18 on November 8, 2018 (reference Table 1 of that Nexus Study).
- The credit for Prior Advance Funding will be expressed in terms of GDAs and will be determined by taking the amount of prior advance funding and dividing it by the Initial Fee Rates per GDA. The amount of GDA credit will be set by this methodology and will not be recalculated in the future by the escalating fee rate.
- All permits that have previously been applied for before January 8, 2019, (i.e., absorbed) are assumed to have been fully funded with credit from prior advance funding and no additional Levee Fees will be required to be paid for these units.
- For multiple projects that are being developed by a common landowner, if one project is determined to have advance funded Levee Fees in excess of its obligation and is due a reimbursement, the reimbursement will be applied and added to the credit of the next project currently underway with the consent of the landowner.

CREDITING POLICY FOR PRIOR ADVANCE FUNDING

The Crediting Policy will allow for the use of the accumulated credit on a proportionate basis as the remainder of a project is developed. The basis for the proportionality will be the ratio of Remaining Credit Acreage to Total Remaining Acres to be developed.

- "Remaining Credit Acreage" will be defined as the credit accumulated by the prior advance funding less the amount of credit utilized by units that have been absorbed prior to January 8, 2019.
- "Total Remaining Acres" to be developed will be defined as the difference between the total developable GDAs in a project and the amount of acres absorbed before January 9, 2019, or as subsequently revised by the Land Use Agency and the Landowner.

Use of Prior Advance Funding Credit

As homes and/or projects are constructed by permits applied for after January 9, 2019, the landowner will fund a portion of the Levee Fee based on the relative proportionality between the remainder of a project not able to be funded from the Remaining Credit Acreage and the Total Remaining Acres left in the project after all previously absorbed units.

To implement this policy, the Land Use Agency will calculate this remaining amount of the Levee Fee due as the individual building permits are issued for units to be constructed in the project. Collection of the Levee Fee can be deferred consistent with any adopted fee deferral program by the Land Use agency.

CREDITING POLICY FOR CONSTRUCTION OF FACILITIES

Any Developer constructed facilities will be constructed pursuant to an agreement entered into between the Land Use Agency and SJAFCA. The agreement will specify the maximum amount of credit that will be afforded for the construction of the facility which will be the lesser of the estimated cost of the facility which was the basis for the development fee program or the Developer's actual construction cost ("Constructed Facilities Funding Credit"). Constructed Facilities Funding Credit will be documented and provided when a completed facility is accepted by the appropriate entity.

Use of Constructed Facilities Funding Credit

Use of Constructed Facilities Funding Credit will be consistent with the "Use of Advance Funding Credit" described above.

REIMBURSEMENT POLICY FOR PRIOR ADVANCE FUNDING

For Development Projects due a reimbursement as a result of funding in excess of a Project's Levee Impact Fee Obligation

The reimbursement policy will be consistent with the following underlying principles.

- Reimbursements will be only be paid from levee impact fees collected from other development projects.
- No reimbursements should be paid to a party advancing funds into the levee improvement program until all levee improvement project costs are paid and the levee improvement program has been completed and certified, unless otherwise determined by SJAFCA that payment of such reimbursements is financially feasible and legally defensible by SJAFCA.

- The Board should make decisions that consider the impact to the Project and the services provided to SJAFCA beneficiaries at large.
- The Board should make decisions that consider the proportionality of the investment made into the levee improvement program.
- The Board should consider the timing of repayment of capital to those investing in the levee improvement program.

For Land Use Agencies due a reimbursement as a result of funding provided to advance the Levee Improvement Program in advance of January 1, 2018

The reimbursement policy will be consistent with the following underlying principles.

- No reimbursements should be paid from development fees to a land use agency that advanced funds into the levee improvement program until all levee improvement project costs are paid and the levee improvement program has been completed and certified, unless otherwise determined by SJAFCA that payment of such reimbursements is financially feasible and legally defensible by SJAFCA.
- The Board should make decisions that consider the impact to the Project and the services provided to SJAFCA beneficiaries at large.
- The Board should make decisions that consider the proportionality of the investment made into the levee improvement program.
- The Board should consider the timing of repayment of capital to those investing in the levee improvement program.

For Land Use Agencies due repayment pursuant to the Interim Seed Money Funding Agreement dated June 12, 2018

- Repayment will be made consistent with Section 6 of that Agreement.

Table B-1
Mossdale Tract: 2025 Financing Plan Update
Updated Regional Development Fee Revenue Analysis
Development Fee Rate Summary

	Fee Rate Summary (Current Adopted)				
				Demonstrative Purposes Only	
Land Use	**Cost Share Per Acre**	**Administrative Fee**	**Fee Rate Per Acre**	***Units / 1,000 Building Sq Ft Per Acre***	***Fee Rate per Unit / 1,000 Building Sq Ft***
Reference	[1]	3%			*[2]*
Single-Family	$23,217	$23,217	$23,217	*5.86*	*$3,959*
Multifamily	$21,726	$21,726	$21,726	*18.89*	*$1,150*
Commercial	$21,968	$21,968	$21,968	*12.21*	*$1,800*
Industrial	$17,207	$17,207	$17,207	*15.55*	*$1,106*

[1] Regional Development Impact Fee Rates for FY 24/25.

[2] Single-Family and Multifamily shown in units; Commercial and Industrial shown in 1,000's of square feet.

[3] The Development Impact Fee will escalate annually based on the Engineering News Record's Construction Cost Index 20-City Average (ENR CCI) for the most recent December bears to the December 2018 index.

Table B-2
Mossdale Tract: 2025 Financing Plan Update
Updated Regional Development Fee Revenue Analysis
Total Development Impact Fee Revenue Estimate

Year		Revenue by Land Use: Single Family	Multifamily	Commercial	Industrial	Increase Factor [1]	Total Fee Revenue
		Table B-3	*Table B-4*	*Table B-5*	*Table B-6*	*0%*	[1]
2018	[2]	N/A	N/A	N/A	N/A		$ 826,986
2019	[3]	N/A	N/A	N/A	N/A		$ 1,888,567
2020	[4]	N/A	N/A	N/A	N/A		$ 1,368,391
2021	[5]	N/A	N/A	N/A	N/A		$ 4,829,607
2022	[6]	N/A	N/A	N/A	N/A		$ 2,412,968
2023	[7]	N/A	N/A	N/A	N/A		$ 6,562,533
2024	[8]	N/A	N/A	N/A	N/A		$ 3,769,711
2025	[9]	$ 3,873,287	$ 344,021	$ 1,548,040	$ 1,562,387	1.00	$ 7,327,735
2026		$ 4,343,271	$ 424,364	$ 1,539,347	$ 3,204,312	1.00	$ 9,511,293
2027		$ 2,923,532	$ 348,236	$ 1,639,371	$ 1,939,554	1.00	$ 6,850,692
2028		$ 2,020,012	$ 51,032	$ 1,616,992	$ 1,977,935	1.00	$ 5,665,971
2029		$ 2,004,608	$ 51,813	$ 1,751,684	$ 1,580,736	1.00	$ 5,388,841
2030		$ 1,611,120	$ 350,368	$ 2,525,204	$ 1,242,276	1.00	$ 5,728,968
2031		$ 1,099,562	$ 47,916	$ 1,926,163	$ 1,267,121	1.00	$ 4,340,763
2032		$ 1,121,553	$ 150,697	$ 1,162,095	$ 1,292,464	1.00	$ 3,726,808
2033		$ 1,143,984	$ 103,859	$ 1,338,918	$ 2,383,927	1.00	$ 4,970,688
2034		$ 1,166,298	$ 105,936	$ 1,365,938	$ 2,373,504	1.00	$ 5,011,676
2035		$ 975,717	$ 108,054	$ 1,324,944	$ 2,344,596	1.00	$ 4,753,312
2036		$ 546,494	$ 110,216	$ 1,245,073	$ 2,392,143	1.00	$ 4,293,925
2037		$ 557,424	$ 112,420	$ 895,433	$ 1,931,971	1.00	$ 3,497,248
2038		$ 480,958	$ 47,301	$ 702,905	$ 1,315,440	1.00	$ 2,546,604
2039		$ 0	$ 0	$ 715,987	$ 1,341,749	1.00	$ 2,057,736
2040		$ 0	$ 0	$ 415,259	$ 1,368,584	1.00	$ 1,783,843
2041		$ 0	$ 0	$ 452,140	$ 486,934	1.00	$ 939,074
2042		$ 0	$ 0	$ 461,183	$ 496,673	1.00	$ 957,856
2043		$ 0	$ 0	$ 480,968	$ 505,603	1.00	$ 986,571
2044		$ 0	$ 0	$ 417,467	$ 0	1.00	$ 417,467
2045		$ 0	$ 0	$ 425,817	$ 0	1.00	$ 425,817
2046		$ 0	$ 0	$ 434,333	$ 0	1.00	$ 434,333
2047		$ 0	$ 0	$ 412,189	$ 0	1.00	$ 412,189
2048		$ 0	$ 0	$ 384,393	$ 0	1.00	$ 384,393
2049		$ 0	$ 0	$ 392,081	$ 0	1.00	$ 392,081
Total		**$ 23,867,819**	**$ 2,356,231**	**$ 25,573,925**	**$ 31,007,909**		**$ 104,464,647**

[1] Total projected fee revenue is expected to escalate based on the ENR Index, however, for modeling conservatism, 0% is modeled.
[2] Total revenues received January 2018 through December 2018. Amounts include interest for the program.
[3] Total revenues received January 2019 through December 2019. Amounts include interest for the program.
[4] Total revenues received January 2020 through December 2020. Amounts include interest for the program.
[5] Total revenues received January 2021 through December 2021. Amounts include interest for the program.
[6] Total revenues received January 2022 through November 2022. Amounts include interest for the program.
[7] Reflects an imputed amount based on the total revenues received through December 2024 less the above noted amounts.
[8] Assumes 50% of the projected revenues estimated on Tables B3 through B6 based on 2024 data through December refelected in 2023.

Table B-3
Mossdale Tract: 2025 Financing Plan Update
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Single Family

	Single Family Acres By Jurisdiction [1]					
Year	**Lathrop**	**Manteca**	**Stockton**	**Unincorp County**	**Total**	**Base Fee Revenue**
						Table B-1
				Initial Fee Rate/Acre		***$ 23,217***
2018	0.0	0.0	0.0	0.0	0.0	$ 0
2019	0.0	0.0	0.0	0.0	0.0	$ 0
2020	0.0	0.0	0.0	0.0	0.0	$ 0
2021	0.0	0.0	0.0	0.0	0.0	$ 0
2022	0.0	0.0	0.0	0.0	0.0	$ 0
2023	0.0	0.0	0.0	0.0	0.0	$ 0
2024	5.3	157.5	0.0	0.0	162.8	$ 3,779,031
2025	5.3	131.0	0.0	27.3	163.6	$ 3,873,287
2026	20.5	125.3	6.7	27.3	179.8	$ 4,343,271
2027	15.2	62.7	13.5	27.3	118.7	$ 2,923,532
2028	15.2	24.4	13.5	27.3	80.4	$ 2,020,012
2029	15.2	24.4	11.3	27.3	78.2	$ 2,004,608
2030	15.2	26.0	0.0	20.4	61.6	$ 1,611,120
2031	15.2	26.0	0.0	0.0	41.2	$ 1,099,562
2032	15.2	26.0	0.0	0.0	41.2	$ 1,121,553
2033	15.2	26.0	0.0	0.0	41.2	$ 1,143,984
2034	15.2	26.0	0.0	0.0	41.2	$ 1,166,298
2035	15.2	18.6	0.0	0.0	33.8	$ 975,717
2036	0.0	18.6	0.0	0.0	18.6	$ 546,494
2037	0.0	18.6	0.0	0.0	18.6	$ 557,424
2038	0.0	15.7	0.0	0.0	15.7	$ 480,958
2039	0.0	0.0	0.0	0.0	0.0	$ 0
2040	0.0	0.0	0.0	0.0	0.0	$ 0
2041	0.0	0.0	0.0	0.0	0.0	$ 0
2042	0.0	0.0	0.0	0.0	0.0	$ 0
2043	0.0	0.0	0.0	0.0	0.0	$ 0
2044	0.0	0.0	0.0	0.0	0.0	$ 0
2045	0.0	0.0	0.0	0.0	0.0	$ 0
2046	0.0	0.0	0.0	0.0	0.0	$ 0
2047	0.0	0.0	0.0	0.0	0.0	$ 0
2048	0.0	0.0	0.0	0.0	0.0	$ 0
2049	0.0	0.0	0.0	0.0	0.0	$ 0
Total	***168.2***	***726.6***	***44.9***	***156.8***	***1,096.5***	***$27,646,849***

Source: Updated Development Absorption Projections dated December 18, 2024
Table 2, SJAFCA Mossdale Tract Area, Development Absorption Projections Acres (ac)

Table B-4
Mossdale Tract: 2025 Financing Plan Update
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Multifamily

	Multifamily Acres By Jurisdiction [1]					
Year	**Lathrop**	**Manteca**	**Stockton**	**Unincorp County**	**Total**	**Fee Revenue**
						Table B-1
				Initial Fee Rate/Acre		***$ 21,726***
2018	0.0	0.0	0.0	0.0	0.0	$ 0
2019	0.0	0.0	0.0	0.0	0.0	$ 0
2020	0.0	0.0	0.0	0.0	0.0	$ 0
2021	0.0	0.0	0.0	0.0	0.0	$ 0
2022	0.0	0.0	0.0	0.0	0.0	$ 0
2023	0.0	0.0	0.0	0.0	0.0	$ 0
2024	5.4	7.9	0.0	0.0	13.3	$ 289,913
2025	5.4	10.1	0.0	0.0	15.5	$ 344,021
2026	5.4	5.8	7.5	0.0	18.8	$ 424,364
2027	5.4	2.2	7.5	0.0	15.1	$ 348,236
2028	0.0	2.2	0.0	0.0	2.2	$ 51,032
2029	0.0	2.2	0.0	0.0	2.2	$ 51,813
2030	1.9	12.4	0.0	0.0	14.3	$ 350,368
2031	1.9	0.0	0.0	0.0	1.9	$ 47,916
2032	1.9	0.0	4.0	0.0	5.9	$ 150,697
2033	0.0	0.0	4.0	0.0	4.0	$ 103,859
2034	0.0	0.0	4.0	0.0	4.0	$ 105,936
2035	0.0	0.0	4.0	0.0	4.0	$ 108,054
2036	0.0	0.0	4.0	0.0	4.0	$ 110,216
2037	0.0	0.0	4.0	0.0	4.0	$ 112,420
2038	0.0	0.0	1.7	0.0	1.7	$ 47,301
2039	0.0	0.0	0.0	0.0	0.0	$ 0
2040	0.0	0.0	0.0	0.0	0.0	$ 0
2041	0.0	0.0	0.0	0.0	0.0	$ 0
2042	0.0	0.0	0.0	0.0	0.0	$ 0
2043	0.0	0.0	0.0	0.0	0.0	$ 0
2044	0.0	0.0	0.0	0.0	0.0	$ 0
2045	0.0	0.0	0.0	0.0	0.0	$ 0
2046	0.0	0.0	0.0	0.0	0.0	$ 0
2047	0.0	0.0	0.0	0.0	0.0	$ 0
2048	0.0	0.0	0.0	0.0	0.0	$ 0
2049	0.0	0.0	0.0	0.0	0.0	$ 0
Total	***27.5***	***42.7***	***40.7***	***0.0***	***110.9***	***$2,646,144***

Source: Updated Development Absorption Projections dated December 18, 2024
Table 2, SJAFCA Mossdale Tract Area, Development Absorption Projections Acres (ac)

Table B-5
Mossdale Tract: 2025 Financing Plan Update
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Commercial

	Commercial Acres By Jurisdiction [1]					
Year	**Lathrop**	**Manteca**	**Stockton**	**Unincorp County**	**Total**	**Fee Revenue**
						Table B-1
				Initial Fee Rate/Acre		***$ 21,968***
2018	0.0	0.0	0.0	0.0	0.0	$ 0
2019	0.0	0.0	0.0	0.0	0.0	$ 0
2020	0.0	0.0	0.0	0.0	0.0	$ 0
2021	0.0	0.0	0.0	0.0	0.0	$ 0
2022	0.0	0.0	0.0	0.0	0.0	$ 0
2023	0.0	0.0	0.0	0.0	0.0	$ 0
2024	40.1	16.5	2.3	3.8	62.7	$ 1,378,082
2025	40.1	20.3	2.3	6.3	69.1	$ 1,548,040
2026	38.4	20.3	2.3	6.3	67.4	$ 1,539,347
2027	38.4	21.4	2.3	8.3	70.3	$ 1,639,371
2028	38.4	19.1	2.3	8.3	68.0	$ 1,616,992
2029	38.4	23.3	2.3	8.3	72.2	$ 1,751,684
2030	49.1	42.4	2.3	8.3	102.1	$ 2,525,204
2031	42.5	23.3	2.3	8.3	76.3	$ 1,926,163
2032	12.4	22.2	2.3	8.3	45.2	$ 1,162,095
2033	12.4	22.2	2.3	14.1	51.0	$ 1,338,918
2034	12.4	22.2	2.3	14.1	51.0	$ 1,365,938
2035	12.4	22.2	2.3	11.6	48.5	$ 1,324,944
2036	12.4	18.4	2.3	11.6	44.7	$ 1,245,073
2037	12.4	5.2	2.3	11.6	31.5	$ 895,433
2038	12.4	3.8	2.3	5.7	24.3	$ 702,905
2039	12.4	3.8	2.3	5.7	24.2	$ 715,987
2040	0.0	3.8	2.3	7.6	13.8	$ 415,259
2041	0.9	3.8	2.3	7.6	14.7	$ 452,140
2042	0.9	3.8	2.3	7.6	14.7	$ 461,183
2043	0.9	3.8	2.3	8.0	15.0	$ 480,968
2044	0.9	3.8	2.3	5.7	12.8	$ 417,467
2045	0.9	3.8	2.3	5.7	12.8	$ 425,817
2046	0.9	3.8	2.3	5.7	12.8	$ 434,333
2047	0.9	3.8	2.3	4.8	11.9	$ 412,189
2048	0.9	3.8	2.3	3.8	10.9	$ 384,393
2049	0.9	3.8	2.3	3.8	10.9	$ 392,081
Total	***432.9***	***344.9***	***59.8***	***201.0***	***1,038.7***	***$26,952,007***

Source: Updated Development Absorption Projections dated December 18, 2024
Table 2, SJAFCA Mossdale Tract Area, Development Absorption Projections Acres (ac)

Table B-6
Mossdale Tract: 2025 Financing Plan Update
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Industrial

	Industrial Acres By Jurisdiction					
Year	**Lathrop**	**Manteca**	**Stockton**	**Unincorp County**	**Total**	**Fee Revenue**
						Table B-1
				Initial Fee Rate/Acre		***$ 17,207***
2018	0.0	0.0	0.0	0.0	0.0	$ 0
2019	0.0	0.0	0.0	0.0	0.0	$ 0
2020	0.0	0.0	0.0	0.0	0.0	$ 0
2021	0.0	0.0	0.0	0.0	0.0	$ 0
2022	0.0	0.0	0.0	0.0	0.0	$ 0
2023	0.0	0.0	0.0	0.0	0.0	$ 0
2024	64.3	21.1	0.0	0.0	85.4	$ 1,469,979
2025	64.3	24.7	0.0	0.0	89.0	$ 1,562,387
2026	154.3	24.7	0.0	0.0	179.0	$ 3,204,312
2027	102.6	3.6	0.0	0.0	106.2	$ 1,939,554
2028	102.6	3.6	0.0	0.0	106.2	$ 1,977,935
2029	79.6	3.6	0.0	0.0	83.2	$ 1,580,736
2030	60.5	3.6	0.0	0.0	64.1	$ 1,242,276
2031	60.5	3.6	0.0	0.0	64.1	$ 1,267,121
2032	60.5	3.6	0.0	0.0	64.1	$ 1,292,464
2033	60.5	3.6	23.0	28.9	115.9	$ 2,383,927
2034	60.5	3.6	20.2	28.9	113.2	$ 2,373,504
2035	60.5	0.0	20.2	28.9	109.6	$ 2,344,596
2036	60.5	0.0	20.2	28.9	109.6	$ 2,392,143
2037	37.7	0.0	20.2	28.9	86.8	$ 1,931,971
2038	37.7	0.0	20.2	0.0	57.9	$ 1,315,440
2039	37.7	0.0	20.2	0.0	57.9	$ 1,341,749
2040	37.7	0.0	20.2	0.0	57.9	$ 1,368,584
2041	0.0	0.0	20.2	0.0	20.2	$ 486,934
2042	0.0	0.0	20.2	0.0	20.2	$ 496,673
2043	0.0	0.0	20.2	0.0	20.2	$ 505,603
2044	0.0	0.0	0.0	0.0	0.0	$ 0
2045	0.0	0.0	0.0	0.0	0.0	$ 0
2046	0.0	0.0	0.0	0.0	0.0	$ 0
2047	0.0	0.0	0.0	0.0	0.0	$ 0
2048	0.0	0.0	0.0	0.0	0.0	$ 0
2049	0.0	0.0	0.0	0.0	0.0	$ 0
Total	***1,142.3***	***99.3***	***225.0***	***144.3***	***1,610.9***	***$32,477,888***

Source: Updated Development Absorption Projections dated December 18, 2024
Table 2, SJAFCA Mossdale Tract Area, Development Absorption Projections Acres (ac)

Table B7
Mossdale Tract: 2025 Financing Plan Update
Creditable Pre-Project Expenditures

Pre-Project Expenditure - Contractor (Amendment/Task Order)	Cost	Funding Source	Amount
Peterson Brustad - Agreement No. 1	$123,244	Manteca	$61,622
Funding 11/2014 Staff Report		River Islands	$15,500
		Saybrook CLSP	$13,020
		Richland	$14,415
		Lathrop Gateway/Lazares	$3,720
		Saybrook CLSP	*$14,967*
	$123,244		**$123,244**
Peterson Brustad - Agreement No. 2	$7,500	Lathrop	$7,500
	$7,500		**$7,500**
Peterson Brustad - Agreement No. 3	$17,499	Lathrop	$17,499
	$17,499		**$17,499**
Peterson Brustad - Agreement No. 4	$50,000	Saybrook CLSP	$25,000
		Lathrop	$25,000
	$50,000		**$50,000**
Peterson Brustad - Agreement No. 5	$2,589,197	Manteca	$863,066
		Lathrop	$750,000
		Saybrook CLSP	$500,000
		Others	$476,131
	$2,589,197		**$2,589,197**
Larsen Wurzel & Associates, Inc. - Agreement No. 1 (A)	$63,540	Lathrop	$42,360
Financial Planning / Grant Application		Mantenca	$21,180
	$63,540		**$63,540**
Larsen Wurzel & Associates, Inc. - Agreement No. 1 (B)	$80,010	Lathrop	$53,340
Financial Plan for ULOP		Mantenca	$26,670
	$80,010		**$80,010**
Larsen Wurzel & Associates, Inc. - Agreement No. 3			
Financial Plan Implementation & Analysis			
Task Order No. 1	$172,018	Lathrop	$114,679
		Manteca	$57,339
Task Order No. 2	$126,300	RD 17	$126,300
	$298,318		**$298,318**
SJAFCA Seed Funding Agreement Loans & Interest in Funds	$313,351	Lathrop	$115,000
		Manteca	$65,000
		Stockton	$65,000
		SJ County	$65,000
		Interest (Use of Money)	$3,351
	$313,351		**$313,351**
Total Cost / Sources	$3,542,659	Lathrop	$1,126,621
		Lathrop Gateway/Lazares	$3,720
		Manteca	$1,095,580
		Stockton	$65,703
		SJ County	$65,703
		Others	$476,131
		Richland	$14,415
		River Islands	$15,500
		Saybrook CLSP	$552,987
		RD 17	$126,300
	$3,542,659		**$3,542,659**

Source: City of Lathrop, LWA

APPENDIX C:

SAN JOAQUIN AREA FLOOD CONTROL AGENCY RESOLUTION NO. 24-22: RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY APPROVING FINAL ENGINEER'S REPORT, FORMING THE MOSSDALE TRACT OVERLAY ASSESSMENT DISTRICT AND ORDERING THE LEVY OF ASSESSMENT BEGINNING IN FISCAL YEAR 2024-25

Reso 24-22 SJAFCA Mossdale OAD Resolution of Formation C-1

RESOLUTION NO. SJAFCA 24-22

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY APPROVING FINAL ENGINEER'S REPORT, FORMING THE MOSSDALE TRACT OVERLAY ASSESSMENT DISTRICT AND ORDERING LEVY OF ASSESSMENTS BEGINNING IN FISCAL YEAR 2024-25

WHEREAS, the San Joaquin Area Flood Control Agency (the "Agency") is a joint powers agency that was created in May 1995 between the City of Stockton ("Stockton"), San Joaquin County ("County") and the San Joaquin County Flood Control and Water Conservation District ("SJCFCWCD"), for the purpose of providing flood protection services for the City of Stockton and surrounding unincorporated areas of the County;

WHEREAS, in January of 2018 Stockton, the County, the SJCFCWCD, the City of Lathrop ("Lathrop"), and the City of Manteca ("Manteca") executed an Amended and Restated Joint Exercise of Powers Agreement to reform the Agency by adding Lathrop and Manteca as members;

WHEREAS, in February 2018, SJAFCA, as part of the reformulation of the Agency's Joint Exercise of Powers Agreement to include the Cities of Lathrop and Manteca as members of the Agency, assumed the role of Local Flood Management Agency ("LFMA") as part of the efforts to provide Urban Level of Flood Protection to the area that includes the community of Weston Ranch in south Stockton, south to the City of Lathrop and west to the western portions of the City of Manteca commonly referred to as the "Mossdale Tract Area." In its role as LFMA, SJAFCA has advanced a funding program to generate the funds needed to implement improvements to the levee system protecting the Mossdale Tract Area ("the Project") to ensure the levees can meet Urban Levee Design Criteria ("ULDC") and the Area can achieve an Urban Level of Flood Protection ("ULOP");

WHEREAS, on June 28, 2018, in its role as LFMA, the Agency transmitted its first Annual Report of Adequate Progress toward Urban Level of Flood Protection to the Central Valley Flood Protection Board pursuant to Government Code §65007 (a)(5). The Annual Adequate Progress Report includes the details of a funding and financing plan to generate the needed local funding for the Project. The Annual Adequate Progress Report identified three new funding mechanisms to generate the local funding; a Regional Development Impact Fee program; an Enhanced Infrastructure Financing District; and the Mossdale Tract Overlay Assessment District ("Mossdale Tract OAD");

WHEREAS, in September 2019, the Agency entered into a contract with Willdan Financial Services to provide Assessment Engineering Services for the proposed Mossdale Tract OAD to provide a portion of the funding for ULOP related improvements and services;

WHEREAS, the Agency now plans to establish the Mossdale Tract OAD to fund a portion of the costs of constructing 200-year improvements to the levee and flood control system providing protection to Mossdale Tract Area, and ensure proper maintenance and operation of the related levees and flood control facilities (collectively, the "Services");

WHEREAS, the Services will provide special benefits to certain land in the Mossdale Tract Area (the "Properties") within the proposed boundaries of the Mossdale Tract OAD;

WHEREAS, the Agency has engaged the firm of Willdan Financial Services, to have a registered professional engineer certified by the State of California prepare a detailed Engineer's Report ("Engineer's Report") establishing a methodology to determine and apportion the special benefits received by the Properties from the Services and to allocate the costs of the Services in proportion to said special benefits;

WHEREAS, the proposed boundaries of the Mossdale Tract OAD area include all the Properties that receive special benefit from the Services, while excluding properties not receiving special benefits from the Services and any incidentally-benefited properties in adjacent areas;

WHEREAS, the Board of Directors of the Agency has determined to undertake proceedings pursuant to the Benefit Assessment Act of 1982, Government Code section 54703 et. seq. ("Act") to establish the Mossdale Tract OAD and to levy assessments to pay costs of the Services for the Properties to be included within the Mossdale Tract OAD boundary;

WHEREAS, the imposition of a new special assessment is subject to constitutional procedural requirements, including a ballot procedure involving the owners of the parcels proposed to be assessed;

WHEREAS, on April 18, 2024, the Board of Directors of the Agency adopted Resolution No. 24-07, which:

- Proposed forming the Mossdale Tract OAD and levying a special benefit assessment;
- Identified the Mossdale Tract OAD's proposed boundary;
- Preliminarily approved the Engineer's Report;
- Fixed the time of a public hearing to hear public comment on the proposed Mossdale Tract OAD and special benefit assessment; and,
- Directed the Agency's consultants and staff to undertake the procedural and approval processes including the mailing of notices and ballots which are necessary for the establishment of the Mossdale Tract OAD and levying of a special assessment proportional to the special benefits to be provided by the Services;

WHEREAS, also on April 18, 2024, the Board of Directors of the Agency adopted Resolution No. 24-08, which adopted Proposition 218 procedures to be followed in the implementation of the provisions of Proposition 218 relating to the proposed Mossdale Tract OAD (the "218 Procedures), and the 218 Procedures have been followed in connection with the activities directed by Resolution No. 24-07;

WHEREAS, during May and June of 2024 the Agency conducted an assessment ballot proceeding pursuant to Proposition 218 in which the landowners that would be specially benefited by the Services were provided by mail with notice of the proposed special assessment and public hearing and also provided the opportunity to complete a ballot as to whether the Agency should form the proposed Mossdale Tract OAD and levy the assessment;

WHEREAS, on June 20, 2024, the Board received a report from Staff and Consultants which included as Attachment 1 Addendum No. 1 to the San Joaquin Area Flood Control Agency Preliminary Engineer's Report Formation of Mossdale Tract Overlay Assessment District prepared by Willdan Financial Services dated April 18, 2024;

WHEREAS, as part of the assessment ballot proceeding, the Board of Directors of the Agency held a public hearing on June 20, 2024 at 6:00 PM in the City Council Chambers, Lathrop City Hall, located at 390 Towne Centre Dr., Lathrop, California for the purpose of receiving comments on and protests to the proposed benefit assessment and for accepting new or changed ballots from specially benefited landowners; and

WHEREAS, during the public hearing, the Board of Directors of the Agency heard and considered all public comments.

WHEREAS, on June 20, 2024, upon the conclusion of the public hearing, the Board of Directors of the Agency adopted Resolution No. 24-19 receiving Addendum No. 1 to the Preliminary Engineer's Report for the Mossdale Tract Overlay Assessment District and directing the tabulation of the ballots for the formation of the Mossdale Tract Overlay Assessment District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Joaquin Area Flood Control Agency as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated into this Resolution by this reference.

2. **Ballot Proceeding**. A total of 2,430 assessment ballots were returned and received prior to the close of the public input portion of the public hearing on June 20, 2024. Of the assessment ballots returned, 2,335 assessment ballots were deemed valid, and 95 assessment ballots were declared invalid in that they were either not marked with a "Yes" or "No", were marked with both a "Yes" and a "No", were not signed, or for some other reason. In addition, ballots that were mutilated in such a way where the property ownership and barcode information was illegible or missing were excluded from the tabulation counts above.

3. **Ballot Tabulation**. The canvass of the assessment ballots submitted by property owners is complete and was certified by the Larsen Wurzel & Associates, Inc., and the votes cast were as follows:

Total Number of Valid Ballots Received: 2,335
Total Mossdale Tract OAD Amount of Valid Ballots: $458,106.48

Total Number of Valid "Yes" Votes: 1,434
Total Weighted Value of "Yes" Votes: $344,283.70
Total Weighted Percentage of "Yes" Votes: 75.15%

Total Number of Valid "No" Votes: 901
Total Weighted Value of "No" Votes: $113,822.78
Total Weighted Percentage of "No" Votes: 24.85%

Total Number of "Invalid" Ballots: 95
Total Mossdale Tract OAD Amount of "Invalid" Ballots: $23,457.78

After the ballots were weighted according to the proportional financial obligation of the affected property, the tabulation shows that 75.15% of the valid ballots were cast in support of the Mossdale Tract OAD formation. Since a majority protest, as defined by Article XIII D of the California Constitution, did not exist, the Board may levy the assessment as described in the Final Engineer's Report to pay the costs and expenses of the Services identified therein.

4. **Final Engineer's Report**. The Final Engineer's Report for the Mossdale Tract OAD, which reflects the information in Addendum No. 1 presented at the June 20, 2024 public hearing, together with the diagram of the Mossdale Tract OAD contained therein, and the proposed Benefit Assessment Roll for fiscal year 2024-25 contained therein, has been presented to the Board of Directors at this meeting and is incorporated herein by reference, are hereby confirmed and approved.

5. **Findings**. That based on the oral and documentary evidence, including the Final Engineer's Report, offered and received at the public hearing, the Board finds and determines that: (a) each of the several assessed lots and parcels of land within the Mossdale Tract OAD will be specially benefited by the Services (as described in the Final Engineer's Report) in at least the amount of the benefit assessment apportioned against such lots and parcels of land, respectively; and (b) there is substantial evidence to support, and the weight of the evidence is in favor of, this finding and determination as to special benefit to property within the LCMA Assessment District from the Services to be financed with assessment proceeds.

6. **Mossdale Tract OAD Formation**. The Mossdale Tract OAD is hereby formed, and assessments consistent with the Final Engineer's Report, as modified by successful appeals, are hereby levied, pursuant to the Act.

7. **Annual Levy of Assessments**. The first assessments to be levied on property in the Mossdale Tract OAD will be for fiscal year 2024-25 with authorized maximum assessment.

8. **Authorized Services**. The Services to be financed with assessment proceeds described in the Final Engineer's Report are hereby ordered.

9. **Maximum Assessment Adjustment per CPI**. As described in the Final Engineer's Report, to ensure that the Agency can provide the needed Services over time the Board of Directors of the Agency will have the authority, pursuant to Government Code Section 53739 (b), to levy the assessment within a designated range on an annual basis. The designated range will be from a minimum assessment, up to and including the authorized maximum assessment, as adjusted annually based on the CPI as described below.

Beginning in Fiscal Year 2025-26, the maximum authorized assessment may be increased subject to an annual inflationary escalator, based on the annual change in the Consumer Price Index February to February CPI-W for the San Francisco-Oakland-Hayward all Items, with Base Year 1982-84 = 100, published by the U.S. Department of Labor, Bureau of Labor Statistics, subject to a minimum of 0% and a maximum of 4% in any given year as described in the "Annual Inflationary Adjustment (Assessment Range Formula)" section of the Final Engineer's Report.

10. **Filing of Map & Collection of Assessment**. SJAFCA staff is directed to file or cause to be filed the diagram of Mossdale Tract OAD, the Final Engineer's Report and a certified copy of this Resolution with the Auditor/Controller of San Joaquin County. Upon such filing, commencing in Fiscal Year 2024-25 and each year thereafter upon approval by the Board of Directors of the Agency, the County/Auditor Controller shall enter on the County tax roll opposite

each lot or parcel of land in the Mossdale Tract OAD the amount of assessment thereupon as shown in the Final Engineer's Report and described in this Resolution. The benefit assessment shall be collected at the same time and in the same manner as County ad valorem taxes are collected and all laws providing for the collection and enforcement of County ad valorem taxes shall apply to the collection and enforcement of the assessments. After collection by the County Tax Collector, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Agency for the purposes of the Mossdale Tract OAD.

11. **Separate Fund Requirement**. The monies representing assessments collected shall be deposited in a separate fund or funds designated for the Mossdale Tract OAD. Amounts deposited to such fund(s) shall be expended only for the Services that specially benefit the lands within the Mossdale Tract OAD as described in the Final Engineers Report.

12. **Administrative Corrections**. The assessment, as it applies to any parcel, may be corrected, cancelled or a refund granted as appropriate, by order of the Board of Directors or by order of the Executive Director of the Agency. Any such corrections, cancellations or refunds shall be limited to current or future fiscal years and shall not be granted retroactively. The Agency may adopt, in the future, as the need arises, additional policies or procedures as needed to efficiently and effectively administer the Mossdale Tract OAD.

13. **CEQA Compliance**. The creation of the assessment funding mechanism is exempt from CEQA because it provides a funding mechanism in support of future actions which will be separately analyzed as projects under CEQA. Agency staff is directed to prepare and file or cause to be filed a Notice of Exemption to that effect with the proper office.

14. **Proposition 218 Compliance**. The assessment is in compliance with all laws pertaining to it, including Article XIII-D of the California Constitution (Proposition 218), and as described in the Final Engineers Report, the assessment is being levied without regard to property valuation.

PASSED, APPROVED AND ADOPTED this 18th day of July, 2024.

PAUL AKINJO, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:

SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

APPENDIX D:
EIFD ANALYSIS SUPPORTING INFORMATION

Reference the

MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING DISTRICT – INFRASTRUCTURE FINANCING PLAN FINAL REPORT
PREPARED BY ECONOMIC & PLANNING SYSTEMS, INC.
DATED JUNE 2, 2022

Available on SJAFCA's Website:

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MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY AND THE MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING DISTRICT PUBLIC FINANCING AUTHORITY
DATED JUNE 15, 2023

SJAFCA-PFA MOU D-1

Table D1 Updated EIFD & Financing Supporting Tables – Financing Revenues and Debt Service D-10

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SAN JOAQUIN AREA FLOOD CONTROL AGENCY AND
THE MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING DISTRICT PUBLIC FINANCING AUTHORITY

This Memorandum of Understanding (this "MOU") is dated as of ___June 15__, 2023 (the "Effective Date"), and is entered into by and between the MOSSDALE TRACT INFRASTRUCTURE FINANCING DISTRICT PUBLIC FINANCING AUTHORITY, a public agency (the "Authority"), and the SAN JOAQUIN AREA FLOOD CONTROL AGENCY, a joint powers authority ("SJAFCA"). Authority and SJAFCA are sometimes referred to in this MOU, individually, as a "Party" and, collectively, as the "Parties." The Parties enter into this MOU with reference to the following recited facts (each, a "Recital"):

RECITALS

A. The California Legislature enacted California Government Code (the "Code") sections 53398.50 through 53398.88 (the "EIFD Law") authorizing cities and counties to form enhanced infrastructure financing districts and use specified property tax increment revenue generated within such districts to finance certain infrastructure and community benefit projects; and

B. In enacting the EIFD Law, the California Legislature found and determined that with the dissolution of redevelopment agencies, public benefits will accrue, if local agencies finance public infrastructure and community benefit projects authorized under the EIFD Law;

C. On January 13, 2022 the City Council of the City of Lathrop adopted its resolution stating its intention to establish the Mossdale Tract Enhanced Infrastructure Financing District (the "EIFD");

D. on January 18, 2022, the City Council of the City of Manteca adopted its resolution of intent to participate in the proposed EIFD;

E. on February 8, 2022, the City Council of the City of Stockton adopted its resolution of intent to participate in the proposed EIFD;

F. on February 15, 2022, the San Joaquin County Board of Supervisors adopted its resolution of intent to participate in the proposed EIFD;

G. on March 2, 2022, the Authority directed the preparation of an Infrastructure Financing Plan (the "IFP") for the District;

H. on June 14, 2022, the City of Stockton, adopted its resolution approving the IFP;

I. on June 21, 2022, the County of San Joaquin, adopted its resolution approving the IFP;

J. on June 21, 2022, the City of Manteca, adopted its resolution approving the IFP;

K. on July 11, 2022, the City of Lathrop, adopted its resolution approving the IFP;

L. on July 21, 2022, the Authority adopted its resolution adopting the IFP for the EIFD and forming the EIFD;

M. The IFP provides for the EIFD to financially assist certain public flood control infrastructure projects including, but not limited to, public flood risk reduction infrastructure associated with ensuring that the resulting levee system complies with the Urban Levee Design Criteria promulgated by the California Department of Water Resources and SJAFCA's Resolution No. 19-06 and SJAFCA's Adopted Policy for Adapting Design Standards for the Mossdale Tract Area of SJAFCA in light of Climate Change;

N. SJAFCA and Authority desire to provide for an efficient process for the Authority to provide financial assistance to the identified SJAFCA infrastructure projects and for SJAFCA to provide staff resources for the efficient operation of the District;

NOW THEREFORE, in consideration of the above Recitals, the covenants, conditions and agreements set forth in this MOU, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. TERM. This MOU shall commence on the Effective Date and shall continue until amended by the parties or modified pursuant to Section 3.1.2, subject to the rights of the Parties under Section 7. Notwithstanding any provision of this MOU to the contrary, the term shall not exceed the duration of the EIFD.

2. ANNUAL INFRASTRUCTURE PROGRAM PROCESS. SJAFCA and Authority acknowledge and agree that all of the public infrastructure projects identified in the IFP for financing thru the EIFD constitute the Authority capital improvement projects ("Authority CIP(s)") and are part of a larger group of SJAFCA capital improvement projects ("CIPs") that will be designed, contracted for and constructed by SJAFCA, or by other public entities pursuant to contribution agreements with SJAFCA for SJAFCA to reimburse costs of construction of the capital improvements to the public entities.

3.1. Implementation. In order to provide for implementation of the Authority CIPs, SJAFCA and Authority agree that, by the end of the third fiscal year quarter of each fiscal year during which this MOU is in effect, SJAFCA shall deliver to Authority a list (the "List") of the Authority CIPs that SJAFCA plans to implement (whether one or more project phases or the complete Authority CIPs) during the immediately following fiscal year and request Authority transfer of funding for such Authority CIPs ("Approved Authority CIPs").

3.1.1. To the extent that Authority has funds currently on-hand and/or that are projected to be received and available (not previously committed to Authority operating expenses in the applicable Authority fiscal year budget or other Authority CIPs identified by SJAFCA for implementation) to finance Authority CIPs ("Available Funds") and SJAFCA has indicated that it needs such Available Funds for the planning, permitting, design and construction of the CIPs on the List, Authority shall allocate such Available

Funds to SJAFCA for the Approved Authority CIPs on the List in the order of priority presented by SJAFCA.

3.1.2. Notwithstanding this Section 3.1, for fiscal years 2023-24, 2024-2025, 2025-2026, and 2026-2027, if SJAFCA has not used the funding provided by the Authority within two years of receipt of that funding, then the Authority or one of its member agencies may request that the Authority and SJAFCA meet and confer as to the need and timing of future funding. Such meet and confer shall occur as between the Authority and SJAFCA and shall include a representative of each of the member agencies. The meeting shall discuss whether (i) any additional funding is needed from the Authority in the next or future fiscal years; (ii) the timing of any future funding; and (iii) whether the funding that has not been used should be returned to the Authority to be further returned back to the agency that provided the property tax increment, subject to compliance with any applicable Authority and/or SJAFCA financing obligations and covenants and applicable Federal tax law. Absent agreement of the Authority, SJAFCA, and the representatives of the member agencies, Available Funds shall continue to be allocated.

3.1.3. Allocation of funds projected to be received is subject to actual receipt of such funds by the Authority. The amount of Available Funds allocated to any Authority CIP shall be equal to the estimated cost of such Authority CIP not funded from other financing sources, until Authority has no more Available Funds or the amount of the estimated cost of such Authority CIP not funded from other financing sources has been allocated to SJAFCA, whichever occurs first.

3.1.4. Authority shall consider allocation of Available Funds to SJAFCA for the Authority CIPs identified for implementation in the immediately following fiscal year, to the extent practical, by the end of the third fiscal year quarter of each fiscal year, or as otherwise docketed for consideration by the Authority.

3.2. Funding Reallocation. If and to the extent that SJAFCA's priorities change for Authority CIPs identified for implementation, whether due to emergency, unforeseen circumstances accelerating or slowing project progress, other funding becoming available, increasing or decreasing costs, etc., SJAFCA may reallocate all or a portion of money allocated by Authority to another Authority CIP in compliance with the IFP and subject to approval by the Authority.

3.2.1. SJAFCA shall only spend money from the Authority on Authority CIPs in accordance with SJAFCA's then current process for budgeting and executing its projects.

3.2.2. If and to the extent that an Authority CIP allocated funds by Authority will not proceed to completion of the entire project, phase(s), or other elements for which Authority provided funding, such funding shall be either allocated by SJAFCA to another Authority CIP allocated funding by Authority or returned to Authority.

4. AUTHORITY BUDGET. Authority will endeavor to adopt a budget for its operating expenses and Authority CIP expenditures for Authority's immediately following fiscal year by the end of the third fiscal year quarter of each fiscal year. Authority's operating expense portion of its budget shall include funds allocated to reimburse SJAFCA for staff services provided to Authority pursuant to Section 5. When SJAFCA delivers to Authority the list of Authority CIPs that SJAFCA

plans to implement during the immediately following fiscal year, pursuant to Section 3, SJAFCA shall also deliver a budget estimate to Authority for SJAFCA staff services and Authority program operating expenses to Authority for the immediately following fiscal year.

5. SJAFCA STAFFING OF AUTHORITY. SJAFCA shall provide the employees, consultants, and legal services ("SJAFCA Staff") for the Authority on an as needed basis. Authority shall pay SJAFCA for the documented time of SJAFCA Staff who provide services to Authority at each person's then applicable hourly SJAFCA salary rate, including applicable overhead and load, or such rates as are charged to SJAFCA for non-SJAFCA employees. All SJAFCA Staff expenses incurred by Authority shall be billed to Authority and paid to SJAFCA using a billable internal order of SJAFCA.

5.1. At the request of Authority, SJAFCA shall send detailed accounting records of SJAFCA staff costs incurred in staffing the Authority. The costs of SJAFCA staff incurred by Authority shall accrue during any time period that Authority does not have revenue to pay such costs and shall be payable when Authority has revenue available to pay such costs.

5.2 SJAFCA and Authority acknowledge that employees, consultants, and legal counsel are providing services to both and hereby waive any conflicts that may arise from providing such services, recognizing the significant overlapping functions of SJAFCA and Authority and that Authority has been created for the exclusive purpose of providing needed funding to SJAFCA for the Authority CIPs.

6. COMPLIANCE WITH LAWS AND POLICIES. The Parties shall comply with all applicable laws, statutes, rules, regulations, orders, ordinances, resolutions, permits, requirements, and policies of the Federal, State, SJAFCA and other local governments to the extent applicable to their performance under this MOU.

7. REMEDIES FOR NON-PERFORMANCE. Notwithstanding any provision of this MOU to the contrary, if a Party fails to comply with any term or condition of this MOU, the other Party may exercise any or all of the following remedies: (a) any remedy specified in this MOU for such non-performance; or (b) any remedy available to the Party at law or in equity for such non-performance. The rights and remedies of the Parties under this MOU are cumulative and exercise of any one or more of such rights or remedies shall not limit, waive, or deny any of a Party's other rights or remedies under this MOU, at law or in equity, existing as of the Effective Date or later enacted or established, that may be available to a Party.

8. INFORMAL DISPUTE RESOLUTION. If the Parties have any dispute as to their respective rights, obligations, or duties under this MOU, or the meaning or interpretation of any provision contained in this MOU, they shall first attempt to resolve such dispute by informal discussion between their respective representatives. Within five (5) calendar days of determining the existence of any such dispute, the Party determining there is such a dispute may give Notice to the other Party of the existence of the dispute and the need to meet informally to resolve such dispute. The Parties shall endeavor, thereafter, to meet within five (5) calendar days of the second Party's receipt of such Notice, or at such time as is reasonable under the circumstances.

9. AUTHORITY INDEMNIFICATION OF SJAFCA. Authority shall defend, indemnify, protect, and hold harmless SJAFCA, its elected officials, officers, employees, representatives, and agents from and against any and all claims asserted, or liability established, for damages or injuries to any person or property, including injury to Authority members or Authority officers, employees, invitees, guests, or agents that arise from, or are connected with, or are caused, or claimed to be caused by, this MOU, or by one or more acts or omissions of Authority, Authority members, or Authority or Authority officers, employees, invitees, guests, or agents in performing this MOU, and all expenses of investigating and defending against same, including attorney's fees and costs. However, Authority's duty to indemnify and hold harmless pursuant to this Section 9 shall not include any claims or liability arising from the established sole negligence or willful misconduct of SJAFCA, its elected officials, officers, employees, representatives, or agents. SJAFCA may, at its sole discretion, conduct or participate in its own defense of any claim subject to this Section 9. If SJAFCA elects to conduct or participate in its own defense, or obtain independent legal counsel in defense of any claim subject to this Section 9, Authority shall pay SJAFCA for all costs related thereto, including attorney's fees and costs. Authority shall pay SJAFCA any and all costs SJAFCA incurs enforcing the indemnity and defense provisions set forth in this Section 9.

10. SJAFCA INDEMNIFICATION OF AUTHORITY. SJAFCA shall defend, indemnify, protect, and hold harmless Authority, its board members, and Authority or Authority, officers, employees, representatives, and agents from and against any and all claims asserted, or liability established, for damages or injuries to any person or property, including injury to SJAFCA's elected officials, officers, employees, invitees, guests, or agents that arise from, or are connected with, or are caused, or claimed to be caused by, this MOU, or by one or more acts or omissions of SJAFCA, its elected officials, officers, employees, invitees, guests, or agents in performing this MOU, and all expenses of investigating and defending against same, including attorney's fees and costs. However, SJAFCA's duty to indemnify and hold harmless pursuant to this Section 10 shall not include any claims or liability arising from the established sole negligence or willful misconduct of Authority, Authority members, or Authority or Authority officers, employees, representatives, or agents. Authority may, at its sole discretion, conduct or participate in its own defense of any claim subject to this Section 10. If Authority elects to conduct or participate in its own defense or obtain independent legal counsel in defense of any claim subject to this Section 10, SJAFCA shall pay Authority for all costs related thereto, including attorney's fees and costs. SJAFCA shall pay Authority any and all costs Authority incurs enforcing the indemnity and defense provisions set forth in this Section 10.

11. NOTICE. In all cases where Notice is required under this MOU, Notice may be given by electronic mail, messenger, nationally recognized overnight (one-business day) courier, or United States Postal Service first class mail. A Notice shall be effective on the date sent by electronic mail, if sent before 3:00 p.m. Pacific Time, the date personally delivered by messenger to the Notice recipient, the first business day after deposit with an overnight courier for next business day delivery, or the third business day after the Notice is deposited with the United States Postal Service, in each case with all applicable postage or delivery costs paid and addressed to SJAFCA or Authority as specified below. SJAFCA or Authority may change its Notice address by Notice delivered in accordance with this Section 11.

If to the SJAFCA: San Joaquin Area Flood Control Agency
22 E. Weber Avenue, Room 301
Stockton, CA 95202

Telephone: (209) 937-8211
Attention: Board Secretary

If to the Authority: Mossdale Tract Infrastructure Financing District Public Financing Authority
22 E. Weber Avenue, Room 301
Stockton, CA 95202
Telephone:
Attention: Authority Secretary

12. NO ASSIGNMENT. Neither Party shall have any right to assign all or any portion of this MOU to a third person. Any putative assignment of either Party's rights, obligations, or duties under this MOU shall not create a contractual relationship between the other Party and any putative assignee, and any such assignment shall be ineffective, null and void. Any assignment in violation of this Section 12 is grounds for immediate termination of this MOU, at the sole and absolute discretion of the Party not making the assignment.

13. MISCELLANEOUS PROVISIONS.

13.1. Governmental Powers. Nothing contained in this MOU shall be construed as a limitation upon the powers of SJAFCA or the Authority.

13.2. Governing Law. The terms and conditions of this MOU shall be construed and interpreted in accordance with the laws of the State.

13.3. Jurisdiction and Venue. The Parties agree to submit to the personal jurisdiction of, and that venue shall be in, any State court within the County of San Joaquin, State of California, for any dispute, claim, or matter arising out of, or related to, this MOU.

13.4. Integration and Amendment. This MOU, and any exhibits attached to this MOU, fully express all understandings of the Parties concerning the matters covered in this MOU. Any and all prior negotiations and agreements between the Parties regarding the subject matter of this MOU are merged into this MOU. No change, alteration, amendment, or modification of the terms or conditions of this MOU, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid, unless made in the form of a written amendment to this MOU signed by both Parties. The Parties agree to enter into any and all amendments to this MOU that are necessary to comply with any and all new or modified Federal or State laws affecting this MOU.

13.5. No Waiver. No failure of either SJAFCA or Authority to insist upon the strict performance by the other of any term, covenant, or condition of this MOU, nor any failure to exercise any right or remedy consequent upon a breach of any term, covenant, or condition of this MOU, shall constitute a waiver of any such breach or the requirement to comply with such term, covenant, or condition. No waiver of any breach shall affect or alter this MOU, and each and every term, covenant, and condition, in this MOU shall continue in full force and effect regarding any existing or subsequent breach.

13.6. Successors in Interest. This MOU, and all rights, obligations, or duties under this MOU, shall be in full force and effect, whether or not any Party to this MOU has been succeeded by another entity, and all rights, obligations, or duties under this MOU shall be vested and binding on any Party's successor in interest, subject to the limitations in this MOU on assignment of this MOU.

13.7. Severability. The unenforceability, invalidity, or illegality of any provision of this MOU shall not render any other provision of this MOU unenforceable, invalid, or illegal.

13.8. Conflicts between Terms. If an apparent conflict or inconsistency exists between the main body of this MOU and any exhibit attached to this MOU, the main body of this MOU shall control. If a conflict exists between an applicable Federal, State, SJAFCA, or other law, rule, regulation, order, or code and this MOU, then the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this MOU, the exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this MOU.

13.9. Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this MOU. A word, term or phrase defined in this MOU may be used in the singular, plural, past tense or future tense, regardless of how it is defined, all in accordance with ordinary principles of English grammar, which shall govern all language in this MOU.

13.10. Counterparts. This MOU may be signed in multiple counterparts, which, when taken together, shall constitute a single signed original, as though all Parties had signed the same MOU.

13.11. Headings. All headings in this MOU are for convenience of reference only and shall not affect the interpretation of this MOU.

13.12. Exhibits Incorporated. All exhibits referenced in this MOU are incorporated into this MOU.

13.13. Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this MOU, and all continuing obligations set forth in this MOU, shall survive expiration or earlier termination of this MOU.

13.14. Incorporation of Recitals. The Recitals preceding this MOU are true and correct and are incorporated into and made a part of this MOU.

13.15. Time of Essence. Time is of the essence of each provision of this MOU, unless otherwise specified in this MOU.

IN WITNESS WHEREOF, this MOU is entered into as of the date set forth above by SJAFCA, acting by and through its Board President or designee, and by the Authority, by and through the signature of the Authority's authorized representative(s), all as set forth below.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

By: _____

SCOTT L. SHAPIRO, Legal Counsel

MOSSDALE TRACT INFRASTRUCTURE FINANCING DISTRICT PUBLIC FINANCING AUTHORITY

By: _____

CHRIS ELIAS, Executive Director

Table D-1
Mossdale Tract: 2025 Financing Plan Update
Updated OAD and EIFD Financing Supporting Tables
Financing Revenues and Debt Service

Year	Gross Available Assessment Revenues [1]	Gross EIFD Revenues *Table 1: EIFD Revenue Analysis*	Gross Revenues for Project & Financing	Total Debt Service	Assessment Revenue for Debt Service	EIFD Revenue for Debt Service [2]	Net Assessment Revenue for PayGo / Services	Net EIFD Revenue for PayGo & Future Projects [2]
2018	$0	$0	$0	$0	$0	$0	$0	$0
2019	$0	$0	$0	$0	$0	$0	$0	$0
2020	$0	$0	$0	$0	$0	$0	$0	$0
2021	$0	$0	$0	$0	$0	$0	$0	$0
2022	$0	$0	$0	$0	$0	$0	$0	$0
2023	$0	$925,309	$925,309	$0	$0	$0	$0	$925,309
2024	$1,120,689	$1,872,403	$2,993,092	$0	$0	$0	$1,120,689	$1,872,403
2025	$2,241,378	$2,676,559	$4,917,937	$0	$0	$0	$2,241,378	$2,676,559
2026	$2,292,929	$3,845,839	$6,138,768	$0	$0	$0	$2,292,929	$3,845,839
2027	$2,338,788	$4,801,403	$7,140,191	$1,964,000	$1,964,000	$0	$374,788	$4,801,403
2028	$2,385,564	$5,768,197	$8,153,760	$1,964,000	$1,964,000	$0	$421,564	$5,768,197
2029	$2,433,275	$6,688,644	$9,121,919	$1,962,510	$1,962,510	$0	$470,765	$6,688,644
2030	$2,481,940	$3,152,152	$5,634,092	$1,959,950	$1,959,950	$0	$521,990	$3,152,152
2031	$2,531,579	$3,572,758	$6,104,337	$1,960,590	$1,960,590	$0	$570,989	$3,572,758
2032	$2,582,211	$3,946,892	$6,529,103	$1,959,950	$1,959,950	$0	$622,261	$3,946,892
2033	$2,633,855	$3,176,996	$5,810,851	$1,962,300	$1,962,300	$0	$671,555	$3,176,996
2034	$2,686,532	$3,506,802	$6,193,334	$1,963,150	$1,963,150	$0	$723,382	$3,506,802
2035	$2,740,263	$3,848,411	$6,588,674	$1,962,510	$1,962,510	$0	$777,753	$3,848,411
2036	$2,795,068	$4,172,075	$6,967,143	$1,960,380	$1,960,380	$0	$834,688	$4,172,075
2037	$2,850,969	$4,494,820	$7,345,789	$1,961,020	$1,961,020	$0	$889,949	$4,494,820
2038	$2,907,989	$4,796,371	$7,704,360	$1,964,210	$1,964,210	$0	$943,779	$4,796,371
2039	$2,966,149	$5,074,214	$8,040,363	$1,961,230	$1,961,230	$0	$1,004,919	$5,074,214
2040	$3,025,471	$5,358,921	$8,384,392	$1,960,800	$1,960,800	$0	$1,064,671	$5,358,921
2041	$3,085,981	$5,681,974	$8,767,955	$1,962,720	$1,962,720	$0	$1,123,261	$5,681,974
2042	$3,147,701	$5,999,683	$9,147,384	$1,962,510	$1,962,510	$0	$1,185,191	$5,999,683
2043	$3,210,655	$6,329,769	$9,540,423	$1,960,160	$1,960,160	$0	$1,250,495	$6,329,769

Table D-1
Mossdale Tract: 2025 Financing Plan Update
Updated OAD and EIFD Financing Supporting Tables
Financing Revenues and Debt Service

Year	Gross Available Assessment Revenues [1]	Gross EIFD Revenues *Table 1: EIFD Revenue Analysis*	Gross Revenues for Project & Financing	Total Debt Service	Assessment Revenue for Debt Service	EIFD Revenue for Debt Service [2]	Net Assessment Revenue for PayGo / Services	Net EIFD Revenue for PayGo & Future Projects [2]
2044	$3,274,868	$3,161,013	$6,435,880	$1,959,950	$1,959,950	$0	$1,314,918	$3,161,013
2045	$3,340,365	$3,316,306	$6,656,671	$1,961,660	$1,961,660	$0	$1,378,705	$3,316,306
2046	$3,407,172	$3,477,326	$6,884,499	$1,960,800	$1,960,800	$0	$1,446,372	$3,477,326
2047	$3,475,316	$3,644,278	$7,119,594	$1,961,660	$1,961,660	$0	$1,513,656	$3,644,278
2048	$3,544,822	$3,816,296	$7,361,118	$1,964,000	$1,964,000	$0	$1,580,822	$3,816,296
2049	$3,615,719	$3,993,495	$7,609,213	$1,963,360	$1,963,360	$0	$1,652,359	$3,993,495
2050	$3,688,033	$4,177,146	$7,865,179	$1,964,000	$1,964,000	$0	$1,724,033	$4,177,146
2051	$3,761,794	$4,367,477	$8,129,270	$1,961,440	$1,961,440	$0	$1,800,354	$4,367,477
2052	$3,837,029	$4,564,273	$8,401,303	$1,964,210	$1,964,210	$0	$1,872,819	$4,564,273
2053	$3,913,770	$4,765,244	$8,679,014	$1,963,360	$1,963,360	$0	$1,950,410	$4,765,244
2054	$3,992,045	$4,973,421	$8,965,466	$1,963,150	$1,963,150	$0	$2,028,895	$4,973,421
2055	$4,071,886	$5,189,055	$9,260,941	$1,963,360	$1,963,360	$0	$2,108,526	$5,189,055
2056	$4,153,324	$5,411,946	$9,565,270	$1,963,790	$1,963,790	$0	$2,189,534	$5,411,946
2057	$4,236,391	$5,638,523	$9,874,913	$0	$0	$0	$4,236,391	$5,638,523
2058	$0	$5,869,583	$5,869,583	$0	$0	$0	$0	$5,869,583
2059	$0	$6,108,688	$6,108,688	$0	$0	$0	$0	$6,108,688
2060	$0	$6,356,111	$6,356,111	$0	$0	$0	$0	$6,356,111
Total	***$104,771,518***	***$168,520,373***	***$273,291,891***	***$58,866,730***	***$58,866,730***	***$0***	***$45,904,788***	***$168,520,373***

[1] Based on actual FY 2024/25 Assessment Levy plus an assumed 2% per year increase for consverative purposes.
[2] Pay go Revenues from the EIFD are collected through 2034. The total amount of PayGo revenues needed to funding the 200-Year Project total $47,782,366. No debt service is needed to be supported by EIFD revenues.

ATTACHMENT 2

RESOLUTION NO. SJAFCA 26-05

S A N J O A Q U I N A R E A
F L O O D C O N T R O L A G E N C Y

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RESOLUTION AUTHORIZING THE ISSUANCE OF THE MOSSDALE TRACT PROGRAM: 2025 ANNUAL ADEQUATE PROGRESS REPORT

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

The Executive Director has been authorized to issue the Mossdale Tract Program: 2025 Annual Adequate Progress Report for Urban Level of Flood Protection and transmit it to the CA Central Valley Flood Protection Board.

PASSED, APPROVED AND ADOPTED this 22nd day of January, 2026.

_____, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

_____
DARREN SUEN, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:

_____
SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

DRAFT

End of Agenda Packet