

October 12, 2020 – City Council Regular Meeting – 7:00 p.m.



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

City Council

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

City Staff

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

General Order of Business

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

Order of Discussion

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

Consent Calendar

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



OCTOBER 12, 2020 – Regular Meeting Agenda – 7:00 p.m.

Addressing the Council

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

Citizen's Forum

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

Public Participation

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

- Attendance by video/teleconference is not mandatory, however, it is provided as an alternate participation method :
 - ✚ **Event address: (copy and paste link on browser):**
<https://cityoflathrop.webex.com/cityoflathrop/onstage/g.php?MTID=ee236087bae661acb15955c02afabb828>
 - ✚ Please log in and register at the bottom of the page, at least thirty minutes (30 min.) prior to the meeting.
 - ✚ For audio only, call-in number: (408) 418-9388 Access code: 146 984 8289
No need to call-in if using WebEx audio on your computer. If using WebEx audio, please use headphones to avoid background noise interference.
- Council Meetings are live-streamed on Comcast Cable Channel 97 and on the City's website at <https://www.ci.lathrop.ca.us/citycouncil/page/live-stream>

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

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

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

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

This City Council Agenda and meeting materials can be accessed by computer or any smart device at: <https://www.ci.lathrop.ca.us/meetings>

LIVE STREAMING & CLOSED CAPTIONING – Available, please visit the City Council Webpage: <https://www.ci.lathrop.ca.us/citycouncil/page/live-stream>

Information

Copies of the Agenda are available in the lobby at the Lathrop City Hall, 390 Towne Centre Drive, Lathrop, on Thursday preceding a regularly scheduled City Council meeting. Supplemental documents relating to specific agenda items are available for review in the City Clerk's Office. This agenda was posted at the following locations: City Hall, Community Center, Generations Center, Senior Center, and the Lathrop-Manteca Fire District "J" Street and Somerston Parkway Offices. The meetings of the Lathrop City Council are broadcast on Lathrop Comcast Cable Television Channel 97.

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

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

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, OCTOBER 12, 2020
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

AGENDA

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

1. PRELIMINARY

1.1 CALL TO ORDER

1.2 CLOSED SESSION

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

- 4 Potential Case(s)

1.2.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8
Property: APN 192-04-57 (Address Not Available)
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Muhammad Bilal & Aasim Ashraf Ali
Under Negotiation: Price and Terms of Negotiations

RECONVENE

1.2.3 REPORT FROM CLOSED SESSION

1.3 ROLL CALL

1.4 INVOCATION

1.5 PLEDGE OF ALLEGIANCE

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

2. PRESENTATIONS

2.1 ECONOMIC DEVELOPMENT UPDATE

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

3. CITIZEN'S FORUM

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

4. CONSENT CALENDAR

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

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

Waive the Reading in Full of Ordinances and Resolutions on Agenda and Adopt by Reading of Title Only, Unless Otherwise Requested by the Mayor or a Councilmember

4.2 APPROVAL OF MINUTES

Approve Minutes for the Regular Council Meeting of July 13, 2020

4.3 SECOND READING AND ADOPTION OF ORDINANCE 20-415 BY TITLE ONLY ADDING SECTION 13.26.170 DENTAL AMALGAM-MERCURY SOURCE CONTROL PROGRAM TO CHAPTER 13.26 SEWER USE AND INDUSTRIAL WASTEWATER REGULATIONS OF THE CITY OF LATHROP MUNICIPAL CODE Waive Full Reading and Adopt Ordinance 20-415 By Title Only Adding Section 13.26.170 Dental Amalgam-Mercury Source Control Program to Chapter 13.26 Sewer Use and Industrial Wastewater Regulations of the City of Lathrop Municipal Code

- 4.4 RATIFY CONTRACT AMENDMENT NO. 3, APPROVE CONTRACT AMENDMENT NO. 4 WITH FRUIT GROWERS LABORATORY, INC., (FGL) FOR GROUNDWATER TREATMENT IMPROVEMENTS CIP PW 20-16, AND APPROVE ASSOCIATED BUDGET AMENDMENT
Adopt Resolution Ratifying Contract Amendment No. 3 and Approving Contract Amendment No. 4 with Fruit Growers Laboratory, Inc., (FGL) for Groundwater Treatment Improvements CIP PW 20-16 and Associated Budget Amendment
- 4.5 APPROVE CONSTRUCTION CONTRACT FOR GENERATIONS CENTER LANDSCAPE CIP PK 20-23
Adopt Resolution Approving a Construction Contract with Taylor Backhoe Service dba TBS Contractors for the Construction of the Generations Center Landscape CIP PK 20-23 and Related Budget Amendment
- 4.6 APPROVE TASK ORDER NO. 17 WITH 4LEAF, INC., FOR INTERIM CHIEF BUILDING OFFICIAL PROFESSIONAL CONSULTING SERVICES
Adopt Resolution Approving Task Order No. 17 Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015, with 4Leaf, Inc., to provide Interim Chief Building Official Professional Consulting Services

RIVER ISLANDS CONSENT ITEM(S)

- 4.7 ADEQUATE PROGRESS FINDING TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR RECLAMATION DISTRICT 2062 (RIVER ISLANDS PHASE 2)
Adopt Resolution, Acting as the Land Use Agency, Adopting Adequate Progress Findings toward providing a 200-Year Urban Level of Flood Protection in Phase 2 Levees of Reclamation District 2062 by the Year 2025
- 4.8 ACCEPTANCE AND TRANSFER OF REAL PROPERTY FOR FUTURE NEIGHBORHOOD PARK MONUMENT
Adopt Resolution Accepting Real Property from River Islands Stage 2A, LLC for Future Neighborhood Park Monument to be Dedicated by City to the Most Likely Descendant, the Northern Valley Yokut Tribe

5. SCHEDULED ITEMS

- 5.1 2021 SJMSCP DEVELOPMENT FEES ANNUAL ADJUSTMENT
Council to Consider the Following:
 - 1. Hold a Public Hearing; and
 - 2. Adopt a Resolution Approving an Annual Adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) Development Fees for 2021

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE AMENDING CHAPTER 17.04, GENERAL PROVISIONS, AND CHAPTER 17.80, ACCESSORY DWELLING UNITS OF THE LATHROP MUNICIPAL CODE RELATED TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS (TA-20-103)

Council to Consider the Following:

1. Hold a Public Hearing; and
2. First Reading and Introduction of an Ordinance to Amend Chapter 17.04, General Provisions, and Chapter 17.80, Accessory Dwelling Units of the Lathrop Municipal Code Related to Accessory Dwelling Units and Junior Accessory Dwelling Units. The amendments to the Municipal Code include the following:
 - a. Chapter 17.04 (General Provisions): Amend Section 17.04.080, Definitions, to include definitions for Efficiency Kitchen, Junior Accessory Dwelling Unit, Public Transit, Tandem Parking and Amend the definitions for existing Accessory Dwelling Unit and Accessory Structure.
 - b. Chapter 17.80 (Accessory Dwelling Unit): Amend Chapter 17.80 to be consistent with new State law. The amendment will also include provisions for the creation of Junior Accessory Dwelling Units.

5.3 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030, PUBLIC WORKS DIRECTOR TO PLACE SIGN INDICATING NO PARKING AREAS, AND SECTION 10.24.070, RESTRICTED PARKING; OF THE LATHROP MUNICIPAL CODE

City Council to Consider the Following:

1. Hold a Public Hearing; and
2. First Reading and Introduction of an Ordinance to Consider Amending Title 10, Chapter 10.24, Section 10.24.030, Public Works Director to Place Sign Indicating No Parking Areas, and Section 10.24.070, Restricted Parking; of the Lathrop Municipal Code

5.4 CREATE CIP PK 21-05 FOR PARK IMPROVEMENTS AT PARK WEST AND CRESCENT PARK

Council to Discuss and Consider the Adoption of a Resolution Approving the Creation of CIP PK 21-05 for the Installation of Outdoor Fitness Equipment at Park West and Crescent Park, and Authorizing Related Budget Amendments

6. COUNCIL COMMUNICATIONS

6.1 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

- *Central Valley Executive Committee/LOCC (Akinjo/Salcedo)*
- *Council of Governments (Dhaliwal/Lazard)*
- *Integrated Waste Management Solid Waste Division (Akinjo/Torres-O'Callaghan)*
- *Reclamation District 17 Joint Powers Authority (Salvatore)*
- *San Joaquin Partnership Board of Directors (Salvatore)*

- *San Joaquin County Commission on Aging (Zavala)*
- *San Joaquin Valley Air Pollution Control District (Akinjo/Dhaliwal)*
- *Water Advisory Board (Torres-O'Callaghan/Lazard)*
- *Tri Valley-San Joaquin Valley Regional Rail Authority (Akinjo)*
- *San Joaquin Area Flood Control Agency (Akinjo & Lazard)*

6.2 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, CMC,
City Clerk

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, JULY 13, 2020
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

MINUTES

Pursuant to the Governor's Executive Order N-25-20

On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which allowed the option to attend public meetings telephonically/teleconference during the COVID-19 pandemic. In accordance with the Executive Order N-25-20, guidance from the California Department of Public Health on gatherings, and to protect our employees and the public, remote public participation was allowed, but not mandatory. The meeting was available by Cisco Webex teleconference to the public, as well as reduced capacity in-person participation in accordance with social distancing guidelines.

PLEASE NOTE: There was a Closed Session, which commenced at 5:33 p.m. The Regular Meeting reconvened at 7:07 p.m.

1. PRELIMINARY

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 5:33 p.m.

1.2 CLOSED SESSION

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

- Titles: City Manager, City Attorney

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

- 2 Potential Case(s)

RECONVENE – Mayor Dhaliwal reconvened the meeting at 7:07 p.m.

1.2.3 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete stated no reportable action pursuant to Item 1.2.2. Mayor Dhaliwal reported on Item 1.2.1, stated that the City Council performed evaluations of the City Manager and City Attorney; stated the City Council was content with job performance of both employees; no other reportable action was taken.

- 1.3 ROLL CALL Present: Mayor Dhaliwal; Vice Mayor Salcedo;
Councilmembers: Akinjo, Lazard and Salcedo.
Absent: None

1.4 INVOCATION – Pastor Ryan Strong, Grace Community Church, provided the invocation.

1.5 PLEDGE OF ALLEGIANCE – Pastor Ryan Strong led the pledge of allegiance.

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER – None

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

Councilmember Lazard declared a conflict of interest with Item 4.13, due to her employment with Dell’Osso Family Farms.

2. PRESENTATIONS

2.1 PROCLAMATION DECLARING JULY AS ESSENTIAL WORKERS MONTH

Councilmember Akinjo read proclamation declaring July 2020 as Essential Workers Month.

2.2 PROCLAMATION DECLARING JULY AS PARKS MAKE LIFE BETTER MONTH

Vice Mayor Salcedo read proclamation declaring July 2020 as Parks Make Life Better Month.

2.3 NEW EMPLOYEE INTRODUCTION

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

City Clerk Teresa Vargas announced introductions were postponed to a future City Council Meeting.

2.4 ECONOMIC DEVELOPMENT UPDATE

Economic Development Administrator Shelley Burcham provided a presentation related to economic development activity for the period of January 1, 2020 to June 30, 2020.

2.5 UPDATE FOR CIP WW 20-17, SURFACE WATER DISCHARGE PROJECT

Public Works Director Michael King provided the presentation regarding the surface water discharge project. City Manager Stephen Salvatore provided additional information. A question and answer period ensued throughout the presentation.

2.6 MAYOR'S COMMITTEE REPORT(S)

- Parks & Recreation Update on Committee Events and Programs

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

- *Virtual Recreation Portal*

Reported on the virtual recreation programs provided during the pandemic, such as: virtual tours, fitness classes, arts & crafts, virtual bingo, and educational sessions.

- *Senior Center Services & Activities*

Reported on the Brown Bag and Commodities Programs for Senior Citizens, including a socially distant wedding for two members of the Senior Center.

- *Support Local Dining Game*

Reported on the "flavor, forks and fun" dining game, aimed to support local restaurants and food vendors allowed to operate in compliance with health guidelines.

- *Virtual Memorial Day & July 1st Anniversary Events*

Reported on Memorial Day Ceremony virtual event (with over 1,500 viewers) and the City's July 1st Anniversary celebration video (over 4,000 views).

3. CITIZEN'S FORUM

City Clerk Teresa Vargas provided San Joaquin Commission on Aging report provided by Nellie Zavala, regarding teleconference commission meeting held on July 6, 2020; announced public comment letter/email dated July 13, 2020, submitted by Christine Mendes regarding various concerns with the Phelan Gateway Project and issues affecting her property on McKinley Avenue.

4. CONSENT CALENDAR

On a motion by Vice Mayor Salcedo, seconded by Councilmember Lazard, the City Council approved the Consent Calendar, except Item 4.13, by the following roll call vote, unless otherwise indicated:

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

**City Clerk Teresa Vargas announced public comment letter, dated July 13, 2020, addressing Consent Items 4.5, 4.10 and 4.13, submitted by Martin Harris with Terra Land Group, LLC.*

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

Waived the reading in full of ordinances and resolutions on agenda and adopt by reading of title only, unless otherwise requested by the Mayor or a Councilmember.

4.2 GANN APPROPRIATION LIMIT FOR FISCAL YEAR 2020-21

Adopted **Resolution 20-4752** determining the total annual appropriations subject to limitation, for Fiscal Year 2020-21.

4.3 PUBLIC WORKS DEPARTMENT RESTRUCTURING

Adopted **Resolution 20-4753** approving the proposed Public Works Department restructuring to accomplish the following:

1. Un-fund vacant Principal Engineer position; and
2. Fund an Associate Engineer position.

4.4 AUTHORIZE APPLICATION FOR, AND RECEIPT OF, LEAP GRANT FUNDS THROUGH THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

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

Adopted **Resolution 20-4754** authorizing application for, and receipt of, LEAP Grant Program Funds through the State Department of Housing and Community Development.

4.5 *APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT

Pulled by Councilmember Akinjo. A question and answer period ensued. Public Works Director Michael King provided the information.

Adopted **Resolution 20-4755** approving Professional Services Agreements with Ascent Environmental Inc., Robertson-Bryan Inc., and EKI Environment & Water, Inc. for CIP WW 20-17 surface water discharge project, and related budget amendment.

4.6 PROFESSIONAL SERVICE AGREEMENT WITH THE ECONOMIC DEVELOPMENT ASSOCIATION OF SAN JOAQUIN COUNTY

Adopted **Resolution 20-4756** approving a Professional Services Agreement with the Economic Development Association of San Joaquin County for economic development support services.

- 4.7 ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR STANFORD CROSSING NEIGHBORHOOD PARK LOCATED IN CENTRAL LATHROP SPECIFIC PLAN

Adopted **Resolution 20-4757** accepting public improvements for Stanford Crossing Neighborhood Park Located in the Central Lathrop Specific Plan.

- 4.8 APPROVE CONSTRUCTION CONTRACT FOR WARREN AVENUE SIDEWALK IMPROVEMENTS CIP PS 19-05

Adopted **Resolution 20-4758** approving a Construction Contract with DSS Company dba Knife River Construction for the construction of Warren Avenue sidewalk improvements, CIP PS 19 05, and related budget amendment.

- 4.9 APPROVE ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS

Pulled by Councilmember Akinjo. A question and answer period ensued. Public Works Director Michael King provided the information.

Adopted **Resolution 20-4759** approving a Construction Contract for on-call construction services for wet utility and street repairs with Soracco, Inc., and related budget amendment.

- 4.10 *VALIDATE THE JUNE 20, 2016 FINDING OF ADEQUATE PROGRESS IN THE MOSSDALE TRACT AREA

Adopted **Resolution 20-4760**, acting as the Land Use Agency, validating the June 20, 2016, urban level of flood protection (ULOP) finding of adequate progress in the Mossdale Tract Area (formally referred as Reclamation District 17 Basin).

- 4.11 REQUEST FOR OUT-OF-STATE TRAVEL FOR PARKS AND RECREATION DEPARTMENT RECOMMENDATIONS

Adopted **Resolution 20-4761** approving out-of-state travel request allowing the Parks and Recreation Superintendent to attend the CalFest Board Meeting in Reno, Nevada.

- 4.12 PARKS AND RECREATION DEPARTMENT STAFFING RECOMMENDATIONS

City Clerk Teresa Vargas announced correction in resolution title from two (2) to three (3) part-time Sr. Recreation Leader positions being requested.

Pulled by Councilmember Akinjo. A question and answer period ensued. Parks and Recreation Director Zach Jones provided the information.

Adopted **Resolution 20-4762** approving the proposed Parks and Recreation Staffing Changes including the addition of three (3) Part Time Sr. Recreation Leaders and 20 Part Time Recreation Leader Positions to accommodate the needs created by COVID-19 requirements

RIVER ISLANDS CONSENT ITEM(S)

Councilmember Lazard recused herself, following the vote of the consent calendar (Items 4.1 to 4.12), and left the chamber at 8:07 p.m., prior to the vote of Item 4.13, due to declared conflict of interest as noted in Item 1.8.

On a motion by Councilmember Torres-O'Callaghan, seconded by Vice Mayor Salcedo, the City Council approved Item 4.13, by the following roll call vote, unless otherwise indicated:

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

4.13 *ADEQUATE PROGRESS FINDING TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR RECLAMATION DISTRICT 2062 (RIVER ISLANDS PHASE 1)

Adopted **Resolution 20-4763** acting as the Land Use Agency, adopting adequate progress findings toward providing a 200-year urban level of flood protection in phase 1 (stage 1, 2A and 2B) area levees of Reclamation District 2062 by the Year 2025.

5. SCHEDULED ITEMS - None

6. COUNCIL COMMUNICATIONS

Councilmember Lazard returned to the chamber/dais after the vote of Item 4.13, at 8:09 p.m. for the remainder of the meeting.

6.1 MAYOR DHALI WAL REFERRAL: Reappoint Nellie Zavala as the City of Lathrop Representative to the San Joaquin County Commission on Aging with Term Expiring June 30, 2023

Mayor Dhaliwal made the following appointment:

Commission on Aging
Nellie Zavala

Term Expires
June 30, 2023

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

- 6.2 MAYOR DHALIWAL REFERRAL: Appointment of One (1) Member to the Parks and Recreation Commission with Term Expiring June 30, 2023
- One (1) Application for Consideration

Mayor Dhaliwal made the following appointment:

<u>Parks & Recreation Commission</u>	<u>Term Expires</u>
Marianne Hope G. Datoc	June 30, 2023

On a motion by Vice Mayor Salcedo, seconded by Councilmember Torres-O'Callaghan, the City Council approved the appointment made by Mayor Dhaliwal as noted above.

- 6.3 COUNCILMEMBER TORRES-O'CALLAGHAN REFERRAL: Discussing on Outdoor Dining Options Within City Limits Following Specific Guidelines Provided by the San Joaquin County Department of Public Health

Councilmember Torres-O'Callaghan provided an overview of outdoor dining models similar to those implemented in the City of San Jose. A question and answer period ensued. City Attorney Salvador Navarrete provided additional information. Council consensus directed the City Manager to implement permitting guidelines for outdoor dining options in compliance with the Governor and San Joaquin County Health Official's Executive Orders.

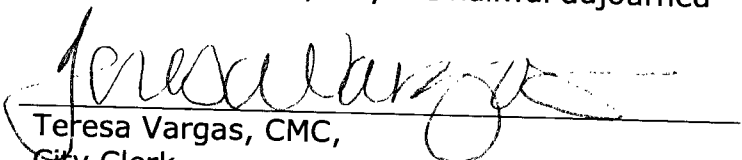
- 6.4 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

Councilmembers Torres-O'Callaghan and Akinjo reported their attendance to the League of the California Cities Mayors and Council Members Executive Forum virtual conference, held June 25, 2020. Councilmember Akinjo reported attendance to the Tri Valley-San Joaquin Valley Regional Rail Authority meeting, held July 8, 2020.

- 6.5 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmembers expressed their best wishes to students returning to virtual learning and appreciation to essential workers.

7. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 8:25 p.m.


Teresa Vargas, CMC,
City Clerk

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ITEM 4.3

**CITY MANAGER’S REPORT
OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING**

ITEM: **SECOND READING AND ADOPTION OF ORDINANCE 20-415 BY TITLE ONLY ADDING SECTION 13.26.170 DENTAL AMALGAM-MERCURY SOURCE CONTROL PROGRAM TO CHAPTER 13.26 SEWER USE AND INDUSTRIAL WASTEWATER REGULATIONS OF THE CITY OF LATHROP MUNICIPAL CODE**

RECOMMENDATION: **Waive Full Reading and Adopt Ordinance 20-415 By Title Only Adding Section 13.26.170 Dental Amalgam-Mercury Source Control Program to Chapter 13.26 Sewer Use and Industrial Wastewater Regulations of the City of Lathrop Municipal Code**

RECOMMENDED ACTION:

The City Council to conduct second reading and adopt Ordinance 20-415 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO CONSIDER AN ORDINANCE ADDING SECTION 13.26.170 DENTAL AMALGAM-MERCURY SOURCE CONTROL PROGRAM TO CHAPTER 13.26 SEWER USE AND INDUSTRIAL WASTEWATER REGULATIONS


SUMMARY:

On September 14, 2020, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

AYES: Akinjo, Lazard, Torres-O’Callaghan, and Salcedo
NOES: None
ABSTAIN: None
ABSENT: Dhaliwal

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:



Teresa Vargas, City Clerk

10/7/2020

Date

ORDINANCE NO. 20-415

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO CONSIDER AN ORDINANCE ADDING SECTION 13.26.170 DENTAL AMALGAM-MERCURY SOURCE CONTROL PROGRAM TO CHAPTER 13.26 SEWER USE AND INDUSTRIAL WASTEWATER REGULATIONS

WHEREAS, Chapter 13.26 Sewer Use and Industrial Wastewater Regulations of the City of Lathrop Municipal Code was adopted to set forth uniform requirements for users of the publicly owned treatment works for the City of Lathrop and enables the City to comply with all applicable state and federal laws, including the Clean Water Act (33 United States Code § 1251 et seq.); and

WHEREAS, the United States Environmental Protection Agency (EPA) promulgated pretreatment standards under the Clean Water Act to reduce discharge of mercury from dental offices into publicly owned treatment works (POTW) like City of Lathrop's Consolidated Treatment Facility and the Manteca Water Quality Control Facility; and

WHEREAS, the final rule requires dental offices to use amalgam separators and two Best Management Practices recommended by the American Dental Association (ADA); and

WHEREAS, nationwide, the EPA expects compliance with this new rule to reduce mercury discharged to POTWs by 5.1 tons as well as 5.3 tons of other metals found in waste dental amalgam; and

WHEREAS, the addition of Section 13.26.170 Dental Amalgam-Mercury Source Control Program to update Lathrop's Chapter 13.26 Sewer Use and Industrial Wastewater Regulations is needed to ensure compliance with the new EPA regulations.

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

Section 1. Section 13.26.170 is added to the Lathrop Municipal Code to read in full as follows:

13.26.170 Dental amalgam-mercury source control program.

A. Best Management Practices. All owners and operators of dental facilities that remove or replace amalgam fillings shall comply with the following best management practices:

1. No person shall rinse chairside traps, vacuum screens, or amalgam separators equipment in a sink or other connection to the sanitary sewer.

2. Owners and operators of dental facilities shall ensure that all staff members who handle amalgam waste are trained in the proper handling, management, and disposal of mercury-containing material and fixer-containing solutions, and shall maintain training records that shall be available for inspection by city environmental compliance staff during normal business hours.
3. Amalgam waste shall be stored and managed in accordance with the instructions of the recycler or hauler of such materials.
4. Dental unit water lines, chair-side traps, and vacuum lines that discharge amalgam process wastewater to a POTW must not be cleaned with oxidizing or acidic cleaners, including, but not limited to, bleach, chlorine, iodine, and peroxide that have a pH lower than 6 or greater than 8.
5. The use of bulk mercury is prohibited. Only precapsulated dental amalgam is permitted.

B. Amalgam Separators.

1. All existing dental facilities must install, operate, and maintain one or more amalgam separators or amalgam removal devices that meet the following requirements to remove dental amalgam solids from all amalgam process wastewater:
 - a. Compliant with either the American National Standard Institute (ANSI), American National Standards/American Dental Association (ADA) Specifications 108 for Amalgam Separators (2009) with Technical Addendum (2011) or the International Organization for Standardization (ISO) 11143 Standard (2008) or subsequent versions so long as that version requires amalgam separators to achieve at least ninety-five percent removal efficiency. Compliance must be assessed by an accredited testing laboratory under ANSI's accreditation program for product certification or a testing laboratory that is a signatory to the International Laboratory Accreditation Cooperation's Mutual Recognition Arrangement. The testing laboratory's scope of accreditation must include ANSI/ADA 108-2009 or ISO 11143.
 - b. The amalgam separator must be sized to accommodate the maximum discharge rate of the amalgam process wastewater.

c. An existing dental facility that operates an amalgam separator(s) that was installed prior to June 14, 2017 satisfies the requirement of this section until the existing separator is replaced or until June 14, 2027, whichever is sooner.

d. In the event that an amalgam separator is not functioning properly, it must be repaired consistent with manufacturer instructions or replaced with a unit that meets the requirements of subsection (B)(1)(a) of this section as soon as possible, but no later than ten business days after the malfunction is discovered by the owner, operator, agent or representative of the dental facilities.

2. As of July 14, 2017, any newly constructed dental facilities must comply with the requirements of subsection (B)(1)(a), (b) and (d) and the reporting and recordkeeping requirement of subsection C.

3. Proof of certification and installation records shall be submitted to the city environmental compliance staff within thirty days of installation.

4. Amalgam separators shall be maintained in accordance with manufacturer recommendations. Installation, certification, and maintenance records shall be available for immediate inspection upon request by the city environmental compliance staff during normal business hours.

C. Reporting and Record Keeping Requirement.

1. One-Time Compliance Report Deadlines. For existing dental facilities, a one-time compliance report must be submitted to city environmental compliance staff no later than October 12, 2020 or ninety days after a transfer of ownership. For newly constructed dental facilities, a one-time compliance report must be submitted to city environmental compliance staff no later than ninety days following the introduction of wastewater into a POTW.

2. Signature and Certification. The one-time compliance report must be signed and certified by a responsible corporate officer, a general partner, or proprietor if the dental facility is a partnership or sole proprietorship, or a duly authorized representative of the dental facility.

3. Contents.

a. The one-time compliance report for dental facilities that do not place or remove dental amalgam must include the facility name, physical address, mailing address, contact information, name(s) of the operator(s) and owner(s); and a certification statement that states that the facility does not practice the placement of dental amalgam and does not remove amalgam.

b. The one-time compliance report for dental facilities subject to the standards of this section must include:

i. The facility name, physical address, mailing address, contact information.

ii. Name of the operator(s) and owner(s).

iii. A description of the operation at the dental facility including: the total number of chairs, the total number of chairs at which dental amalgam may be present and may discharge into the resulting wastewater, and a description of any existing amalgam separator(s) or equivalent device(s) currently operated to include, at a minimum, the make, model and year of installation.

iv. Certification that the amalgam separator(s) or equivalent device is designed and will be operated and maintained to meet the requirements specified in subsection B.

v. Certification that the dental facility is implementing BMPs specified in subsection A and will continue to do so.

vi. The name of the third party service provider that maintains the amalgam separator(s) or equivalent device(s) operated at the dental facility, if applicable. Otherwise, a brief description of the practices employed by the facility to ensure proper operation and maintenance in accordance with subsection B.

4. Transfer of Ownership Notification. If a dental facility transfers ownership of the facility, the new owner must submit a new one-time compliance report to the city environmental compliance staff no later than ninety days after the transfer.

5. Retention Period. As long as a dental facility subject to this section in operation, or until ownership is transferred, the dental facility or the dental discharger or an agent or representative of the dental discharger must maintain the one-time compliance report, installation, certification, maintenance and repair, inspection, waste hauling records shall be retained for a minimum of three years and make them available for inspection in either physical or electronic form.

D. Vacuum Suction Systems Exemption. The following types of vacuum suction systems are exempt from requirements listed under subsection B:

1. The system was installed before 2003.
2. The system is a dry vacuum pump system with an air-water separator.
3. The sedimentation tank is non-bottom draining, with a drain above the anticipated maximum level of accumulated sludge.
4. Evidence of the regular pump outs (a minimum of once a year, or more often if either directed by the manufacturer or necessary to keep solids from exiting through the drain) is maintained and open to inspection by the city during normal business hours.
5. The system has no direct discharge pipe to the sewer on the bottom of the sedimentation tank.

Any owner(s) or operator(s) whose dental facilities meet conditions of subsections (D)(1) through (5) may apply for this exemption by written letters to the city environmental compliance staff. The city environmental compliance staff will review the system and, if the exemption is approved, shall provide a written letter of exemption.

Any exemption obtained pursuant to the section shall expire upon installation of a new vacuum system. Upon expiration of the exemption, the facility shall comply with this section before commencing further operation.

E. Exemptions. The following types of dental practices are exempt from this section, provided that the removal or placement of amalgam fillings occurs at the facility no more than three days per year: (1) orthodontics; (2) periodontics; (3) oral and maxillofacial surgery; (4) oral radiology; (5) oral

pathology or oral medicine; (6) endodontistry and prosthodontistry; (7) mobile units.

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

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

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

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

THIS ORDINANCE was regularly introduced at a regular meeting of the City Council of the City of Lathrop on the 14th day of September 2020, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the 12th day of October 2020, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

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ITEM 4.4

CITY MANAGER'S REPORT OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING

ITEM: **RATIFY CONTRACT AMENDMENT NO. 3 AND APPROVE CONTRACT AMENDMENT NO. 4 WITH FRUIT GROWERS LABORATORY, INC., (FGL) FOR GROUNDWATER TREATMENT IMPROVEMENTS CIP PW 20-16 AND ASSOCIATED BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Ratifying Contract Amendment No. 3 and Approving Contract Amendment No. 4 with Fruit Growers Laboratory, Inc., (FGL) for Groundwater Treatment Improvements CIP PW 20-16 and Associated Budget Amendment**

SUMMARY:

In April 2019, the California Division of Drinking Water (DDW) issued an Order requiring the City of Lathrop to test for the presence of perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS) at two of the City's wells. As a result, the Groundwater Treatment Improvements CIP PW 20-16 was created to allocate funds, issue service contracts and track staff efforts. More recently, on September 2, 2020, DDW issued a second order for additional testing of per-and polyfluoralkyl substances (PFAS) at all of the City's active wells.

Staff requests ratification of Contract Amendment No. 3 with Fruit Growers Laboratory, Inc., (FGL) in the amount of \$24,360 for (PFAS) water quality laboratory testing services for the City's wells and the Louise Avenue Water Treatment Facility (LAWTF) effluent. The PFAS water quality laboratory testing will be utilized by EKI Environment & Water Inc., (EKI) to support their evaluation of groundwater treatment improvements for the LAWTF and the City's wells. Amendment No. 3 was issued using the City Manager signing authority to avoid any delay in completing the study.

Staff also requests approval of Contract Amendment No. 4 with FGL in the amount of \$9,810 for quarterly testing at the City's wells and the LAWTF in response to the second monitoring Order on September 3, 2020.

Approval is also requested for an associated budget amendment to transfer funds in the amount of \$34,170 from the Water System Capital Replacement Fund 5600 to CIP PW 20-16.

CITY MANAGER'S REPORT **PAGE 2**
OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING
RATIFY CONTRACT AMENDMENT NO. 3 AND APPROVE CONTRACT
AMENDMENT NO. 4 WITH FRUIT GROWERS LABORATORY INC., (FGL) FOR
GROUNDWATER TREATMENT IMPROVEMENTS CIP PW 20-16 AND
ASSOCIATED BUDGET AMENDMENT

BACKGROUND:

Per- and polyfluoralkyl substances (PFAS) are a large group of environmentally persistent manmade chemicals that are used in firefighting foam and a wide range of products designed to be non-stick or stain resistant. Because of their potential adverse health effects, these chemicals pose an emerging risk to drinking water sources nationwide. In April 2019, the California Division of Drinking Water (DDW) issued monitoring orders to more than 200 water systems across the state, including the City of Lathrop to test for the presence of two of these chemicals, perflouroctanoic acid (PFOA) and perflouroctanesulfonic acid (PFOS) at City's Wells 9 and 10.

On October 14, 2019, Council approved creation of the CIP PW 20-16 Groundwater Treatment Improvements and the approval/ratification of agreements with EKI and FGL to provide technical support and water quality laboratory testing services to help address the new regulatory requirements for PFAS and other contaminants of concern present in the City's groundwater supply.

In April, 2020 Contract Amendment No. 3 was issued to FGL for additional PFAS testing at City Wells and the LAWTF. This additional PFAS water quality laboratory testing was recommended by EKI Environment & Water Inc., (EKI) to support their evaluation of groundwater treatment improvements for the LAWTF and the City's wells.

On September 3, 2020 DDW issued a second monitoring order requiring additional testing for PFAS at the City's five active wells on a quarterly basis beginning with the fourth calendar quarter of 2020 and continuing until further notice. At the request of Staff, FGL has provided a quote to provide quarterly testing through June 30, 2021, the end of this fiscal year.

REASON FOR RECOMMENDATION:

The Groundwater Treatment Improvements CIP PW 20-16 is needed to address per- and polyfluoralkyl substances (PFAS) and other contaminants of concern that are present in the City's groundwater supply. Ratification of FGL Contract Amendment No. 3 and approval of FGL Contract Amendment No. 4 for additional PFAS testing at the City's wells and the LAWTF through the end of this fiscal year is requested so these additional costs for PFAS testing may be tracked under CIP PW 20-16.

FISCAL IMPACT:

The cost of FGL Contract Amendment No. 3 is \$24,360, and the cost of FGL Contract Amendment No. 4 is \$9,810 for a total combined cost of \$34,170.

CITY MANAGER’S REPORT **PAGE 3**
OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING
RATIFY CONTRACT AMENDMENT NO. 3 AND APPROVE CONTRACT
AMENDMENT NO. 4 WITH FRUIT GROWERS LABORATORY INC., (FGL) FOR
GROUNDWATER TREATMENT IMPROVEMENTS CIP PW 20-16 AND
ASSOCIATED BUDGET AMENDMENT

Approval for a budget amendment to transfer funds in the amount of \$34,170 from the Water System Capital Replacement Fund 5600 to CIP PW 20-16 is requested as follows:

<u>Increase Transfer Out</u>	
5600-9900-990-9010	\$34,170
(Water System Capital Replacement)	
<u>Increase Transfer In</u>	
5690-9900-393-0000 PW 20-16	\$34,170
(Water CIP)	
<u>Increase Appropriation</u>	
5690-8000-420-01-00 PW 20-16	\$34,170
(Water CIP Professional Services)	

ATTACHMENTS:

- A. Resolution Ratifying Contract Amendment No. 3 and Approving Contract Amendment No. 4 with Fruit Growers Laboratory, Inc., (FGL) for Groundwater Treatment Improvements CIP PW 20-16 and Associated Budget Amendment
- B. Contract Amendment No. 3 with FGL to Provide Additional PFAS Testing For City Wells and LAWTF – CIP PW 20-16
- C. Contract Amendment No. 4 with FGL to Provide Additional PFAS Testing For City Wells and LAWTF – CIP PW 20-16

CITY MANAGER'S REPORT
OCTOBER 12, 2020, CITY COUNCIL REGULAR MEETING
RATIFY CONTRACT AMENDMENT NO. 3 AND APPROVE OF CONTRACT
AMENDMENT NO. 4 WITH FRUIT GROWERS LABORATORY INC., (FGL) FOR
GROUNDWATER TREATMENT IMPROVEMENTS CIP PW 20-16

APPROVALS



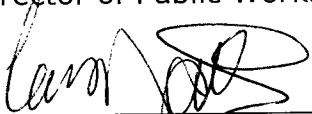
Greg Gibson
Senior Civil Engineer

9/28/2020
Date



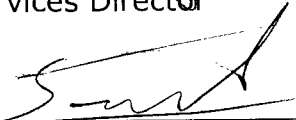
Michael King
Director of Public Works

9-28-2020
Date



Cari James
Finance & Administrative
Services Director

10/1/2020
Date



Salvador Navarrete
City Attorney

9-28-2020
Date



Stephen J. Salvatore
City Manager

10-5-2020
Date

RESOLUTION NO. 20 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFYING CONTRACT AMENDMENT NO. 3 AND APPROVING CONTRACT AMENDMENT NO. 4 WITH FRUIT GROWERS LABORATORY, INC., (FGL) FOR GROUNDWATER TREATMENT IMPROVEMENTS CIP PW 20-16 AND ASSOCIATED BUDGET AMENDMENT

WHEREAS, Per-and polyfluoralkyl substances (PFAS) are a large group of environmentally persistent manmade chemicals that are used in firefighting foam and a wide range of products designed to be non-stick or stain resistant; and

WHEREAS, because of their potential adverse health effects, these chemicals pose an emerging risk to drinking water sources nationwide; and

WHEREAS, in April 2019, the California Division of Drinking Water (DDW) issued monitoring orders to more than 200 water systems across the state, including the City of Lathrop to test for the presence of two of these chemicals, perflouroctanoic acid (PFOA) and perflouroctanesulfonic acid (PFOS) at City's Wells 9 and 10; and

WHEREAS, on October 14, 2019, Council approved creation of the CIP PW 20-16 Groundwater Treatment Improvements and the approval/ratification of agreements with EKI Environment & Water, Inc., (EKI) and Fruit Growers Laboratory, Inc., (FGL) to provide technical support and water quality laboratory testing services to help address the new regulatory requirements for PFAS and other contaminants of concern present in the City's groundwater supply; and

WHEREAS, EKI is preparing a preliminary study for treatment of groundwater for PFAS at the LAWTF and Well 9 and needed additional testing for PFAS at the City's wells and the LAWTF to support the study; and

WHEREAS, FGL performed the additional PFAS testing under Contract Amendment No. 3 for a cost of \$24,360 that was approved using the City Manager's signing authority to avoid any delay; and

WHEREAS, ratification of FGL Contract Amendment No. 3 for additional PFAS testing at City Wells 6, 7, 8 and 10 and the LAWTF at a cost of \$24,360 is requested so that these additional costs for PFAS testing may be tracked under CIP PW 20-16; and

WHEREAS, on September 2, 2020, DDW issued a second order for additional testing of PFAS at all five of the City's active wells, and at the request of Staff, FGL has provided a quote to provide quarterly testing through June 30, 2021, the end of this fiscal year under Contract Amendment No. 4; and

WHEREAS, the cost of FGL Contract Amendment No. 3 is \$24,360, and the cost for FGL Contract Amendment No. 4 is \$9,810 for a total combined cost of \$34,170, and therefore, a budget amendment in the amount of \$34,170 for CIP PW 20-16 is requested.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby ratify the executed Contract Amendment No. 3 with FGL in the amount of \$24,360 and approve Contract Amendment No. 4 in the amount of \$9,810 for additional PFAS testing at City Wells and the LAWTF for a combined total amount of \$34,170; and

BE IT FURTHER RESOLVED, the City Council of Lathrop does hereby approve the following budget amendment to allocate funds from the Water System Capital Replacement Fund 5600 to CIP PW 20-16:

<u>Increase Transfer Out</u>	
5600-9900-990-9010	\$34,170
(Water System Capital Replacement)	
<u>Increase Transfer In</u>	
5690-9900-393-0000 PW 20-16	\$34,170
(Water CIP)	
<u>Increase Appropriation</u>	
5690-8000-420-01-00 PW 20-16	\$34,170
(Water CIP Professional Services)	

The foregoing resolution was passed and adopted this 12th day of October, 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

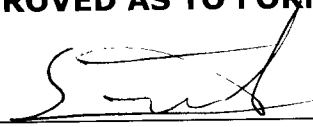
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Office of the City Manager

390 Towne Centre Dr. – Lathrop, CA 95330
Phone (209) 941-7220 – fax (209) 941-7248
www.ci.lathrop.ca.us

NOTICE TO PROCEED

Fruit Growers Laboratory, Inc.
Glenn Olsen, Marketing Director
853 Corporation Street
Santa Paula, CA 93012

Sent via email & original mailed: glenno@fglinc.com

Dear Mr. Olsen:

Enclosed please find your original executed **Amendment No. 3** to provide **Additional PFAS Testing for City Wells and LAWTF - CIP PW 20-16**. This is your Notice to Proceed to the attached Amendment No. 3.

Should you have any questions regarding this project, please contact Greg Gibson at (209) 941-7442, the staff member directly involved with this project.

Sincerely,



Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File

AMENDMENT NO. 3

TO THE AGREEMENT FOR WATER QUALITY TESTING LABORATORY SERVICES BETWEEN THE CITY OF LATHROP AND FRUIT GROWERS LABORATORY, INC. DATED JULY 1, 2018

TO PROVIDE ADDITIONAL PFAS TESTING FOR CITY WELLS AND LAWTF – CIP PW 20-16

This Amendment (hereinafter "AMENDMENT NO. 3") to the agreement between **Fruit Growers Laboratory, Inc.** and the **City of Lathrop** dated July 1, 2018, (hereinafter "AGREEMENT") dated for convenience this 15 day of April 2020, is by and between **Fruit Growers Laboratory, Inc.**, ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specifically trained, experienced, and competent to provide Water Quality Testing Laboratory Services required by this agreement; and

WHEREAS, Water Quality Testing Laboratory Services are needed pursuant to the City's water supply and wastewater permits administered by the State; and

WHEREAS, on July 1, 2018, CONSULTANT and CITY entered into an AGREEMENT to provide Water Quality Testing Laboratory Services for drinking water not to exceed \$14,061; and

WHEREAS, on March 22, 2019, CONSULTANT and CITY entered into an AMENDMENT No.1 to sample UCMR 4 as required by the City's drinking water permit not to exceed \$16, 210; and

WHEREAS, on October 14, 2019, CONSULTANT and CITY entered into an AMENDMENT NO. 2 to provide PFAS analysis as required by the City's drinking water permit not to exceed \$6,590; and

WHEREAS, CONSULTANT provided scope of work attached hereto as Exhibit "A" for Amendment No. 3 to provide additional PFAS testing for City Wells and LAWTF – CIP PW 20-16; and

WHEREAS, CONSULTANT is willing to render such Water Quality Testing Laboratory Services, as hereinafter defined, on the following terms and conditions;

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC. FOR ADDITIONAL PFAS TESTING – AMENDMENT NO. 3

AMENDMENT NO. 3 to AGREEMENT

- (1) **Scope of Service.** Section (1) of the AGREEMENT for Consulting is hereby amended to add the following:

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

- (2) **Compensation.** Section (2) of the AGREEMENT for Consulting Services is hereby amended as follows:

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$24,360** for the Water Quality Testing Laboratory Services set forth in Exhibit "A" of this AMENDMENT NO. 3. CONSULTANT shall be paid within thirty (30) days of receipt of progress billings containing all information contained in Paragraph 5 of the original AGREEMENT. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work, and this AMENDMENT NO. 3 unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work.

- (3) **Effective Date and Term.** Section (3) of the AGREEMENT for Consulting is hereby amended as follows:

The effective date of AMENDMENT NO. 3 is April 15, 2020, and it shall terminate no later than **December 31, 2020**. All other terms of the original AGREEMENT shall remain in full force and effect.

- (4) **Applicability to Original Consultant AGREEMENT**

All terms and conditions set forth in the AGREEMENT dated **July 1, 2018** are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

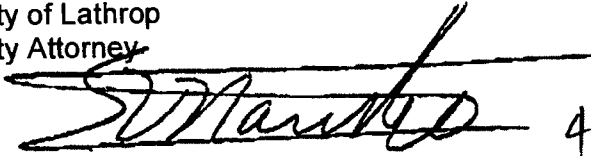
- (5) **Signatures**

The individuals executing this AMENDMENT NO. 3 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 3 on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC. FOR ADDITIONAL PFAS TESTING – AMENDMENT NO. 3

Approved as to Form:

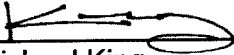
City of Lathrop
City Attorney



Salvador Navarrete Date 4/8/2020

Recommended for Approval:


City of Lathrop
Public Works Director



Michael King Date 4-9-2020

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330



Stephen J. Salvatore Date 4-15-2020
City Manager

CONSULTANT:

Fruit Growers Laboratory, Inc.
Corporate Office
853 Corporation Street
Santa Paula, CA 93012

Fed ID # 95-0755000
Business License # 20225



Signature Date 3-31-20

Glenn Olsen, Marketing Dir.

Print Name and Title



Date: March 16, 2020

To: City of Lathrop - 3008507

Attn: Greg Gibson

E-Mail ggibson@ci.lathrop.ca.us

Subject: Price Quote No: ST 20200316-02 Wells 6,7,8,10 and LATWF - PFAS Testing

Good day Greg,

FGL appreciates the opportunity to provide this Special Quote for (48) PFAS samples starting in April and culminating in July 2020. Volume discounting has been applied. When ready to perform the analyses, please contact your local FGL Laboratory in Stockton at (209) 942-0182 to schedule your event. Thank you.

Quote For Time Period: March 16, 2020 through August 01, 2020

Sampled By: FGL Sampling

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Initial Sample (required)				
Subcontracted: EPA 537.1 (18 compounds)		245.00	48	11760.00
Group Price:				11760.00

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Field Blank (refer to Water Board order)				
Subcontracted: Field Blank Sample EPA 537.1		245.00	48	11760.00
Group Price:				11760.00

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Field Services (optional)				
Sampling Fee (Regularly Scheduled Route)		35.00	24	840.00
Group Price:				840.00
Total Price Quote:				24360.00

- Note 1: Special volume discounting applies to these (48) samples during the project term of April through July 2020.
- Note 2: Subcontractor is Babcock Laboratories with a standard Turn Around Time (TAT) of 10-12 weekdays; not including holidays.
- A Quality Assurance/Quality Control report is supplied with all of our analyses. This assures our valued clients of accurate and defensible data.
- All work undertaken is subject to our terms and conditions, which are outlined in our fee schedule and/or available upon request.

If you have any questions regarding this quote or require any modifications, please contact Glenn Olsen at

Page 1 of 1

Corporate Offices & Laboratory
853 Corporation Street
Santa Paula, CA 93060
TEL: (805)392-2000
Env FAX: (805)525-4172 / Ag FAX: (805)392-2063
CA ELAP Certification No. 1573

Office & Laboratory
2500 Stagecoach Road
Stockton, CA 95215
TEL: (209)942-0182
FAX: (209)942-0423
CA ELAP Certification No. 1563

Office & Laboratory
563 E. Lindo Avenue
Chico, CA 95926
TEL: (530)343-5818
FAX: (530)343-3807
CA ELAP Certification No. 2670

Office & Laboratory
3442 Empresa Drive, Suite D
San Luis Obispo, CA 93401
TEL: (805)783-2940
FAX: (805)783-2912
CA ELAP Certification No. 2775

Office & Laboratory
9415 W. Goshen Avenue
Visalia, CA 93291
TEL: (559)734-9473
FAX: (559)734-8435
CA ELAP Certification No. 2810

(805) 392-2000. Thank you.

Page 1 of 1

Reviewed and **Glenn Olsen**
Approved By Marketing Director



Digitally signed by Glenn Olsen
Prepared By: Glenn A. Olson
Date: 2020-03-16 11:01



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2019

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

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

PRODUCER Dealey, Renton & Associates License #0020739 600 Anton Blvd., #100 Costa Mesa CA 92626	CONTACT NAME: PHONE (A/C, No, Ext): 714-427-6810 FAX (A/C, No): 714-427-6818 E-MAIL ADDRESS: certificates@dealeyrenton.com														
INSURED Fruit Growers Laboratory, Inc. 853 Corporation Street Santa Paula CA 93060	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER B : Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER C : The Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Company of America	25674	INSURER B : Greenwich Insurance Company	22322	INSURER C : The Travelers Indemnity Company of Connecticut	25682	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER: 1246997058

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		630154D1392	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			8104L144950	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP0J51932	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability Claims Made			PEC001086618	1/1/2020	1/1/2021	Per Claim \$ 2,000,000 Annual Aggr. \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Water Quality Testing Laboratory Services for the City of Lathrop Drinking Water Quality Assurance
 City of Lathrop, its officers, City Council, boards, and commissions and members thereof, its employees, agents, and volunteers are Additional Insured as respects to General & Auto Liability as required per written contract or agreement. Insurance coverage includes waiver of subrogation per the attached.

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of Cancellation

City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop CA 95330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED**
- B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO**
- D. EMPLOYEES AS INSURED**
- E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
- F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**
- G. WAIVER OF DEDUCTIBLE – GLASS**
- H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**
- I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
- J. PERSONAL PROPERTY**
- K. AIRBAGS**
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**
- M. BLANKET WAIVER OF SUBROGATION**
- N. UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

COMMERCIAL AUTO

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
OTHER INSURANCE – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS
(Section IV), Paragraph 4. (**Other Insurance**), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR SERVICE INDUSTRIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Broadened Named Insured
- B. Blanket Additional Insured – Broad Form Vendors
- C. Damage To Premises Rented To You
 - Perils of fire, explosion, lightning, smoke, water
 - Limit increased to \$300,000
- D. Blanket Waiver Of Subrogation
- E. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises
- F. Blanket Additional Insured – Lessors Of Leased Equipment
- G. Incidental Medical Malpractice
- H. Personal Injury – Assumed By Contract
- I. Amended Bodily Injury Definition
- J. Bodily Injury To Co-Employees And Co-Volunteer Workers
- K. Aircraft Chartered With Crew
- L. Non-Owned Watercraft – Increased From 25 Feet To 50 Feet
- M. Increased Supplementary Payments
 - Cost of bail bonds increased to \$2,500
 - Loss of earnings increased to \$500 per day
- N. Knowledge And Notice Of Occurrence Or Offense
- O. Unintentional Omission
- P. Reasonable Force – Bodily Injury Or Property Damage

PROVISIONS

A. BROADENED NAMED INSURED

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.
2. The following replaces Paragraph 4.a. of **SECTION II – WHO IS AN INSURED**:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.

B. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to pro-

COMMERCIAL GENERAL LIABILITY

vide in the written contract or agreement, or the limits shown in the Declarations of this Coverage Part, whichever are less.

- b. The insurance provided to such vendor does not apply to:
- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in "your products" made intentionally by such vendor;
 - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (7) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

C. DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph 6. of Section III – Limits Of Insurance.

This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

2. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; water; or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.

COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from such fire, explosion, or lightning; or
- (5) Water.

is not an "insured contract";

4. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

E. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.

- b. The insurance provided to such premises owner, manager or lessor does not apply to:

- (1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

F. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have

COMMERCIAL GENERAL LIABILITY

signed and executed that contract or agreement; and

- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

G. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services" to a person.

2. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
- c. First aid; or
- d. "Good Samaritan services".

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

3. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED:**

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to any "bodily injury" arising out of any providing or failing to provide "incidental medical services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide "incidental medical services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide "incidental medical services" to any one person will be considered one "occurrence".

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED.**

COMMERCIAL GENERAL LIABILITY

H. PERSONAL INJURY – ASSUMED BY CONTRACT

1. The following replaces Exclusion e., **Contractual Liability**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

e. Contractual Liability

"Personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or

- (2) Liability for damages because of "personal injury" assumed in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. The following replaces the third sentence of Paragraph 2. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverage B – Personal and Advertising Injury Liability, such payments will not be deemed to be damages because of "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

3. The following replaces Paragraph 2.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

4. The following replaces the first subparagraph of Paragraph f. of the definition of "insured contract" in the **DEFINITIONS** Section:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

I. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

J. BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraph (1)(a) above does not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

K. AIRCRAFT CHARTERED WITH CREW

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

COMMERCIAL GENERAL LIABILITY

- (a) Chartered with crew to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

L. NON-OWNED WATERCRAFT

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) Fifty feet long or less; and
- (b) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED**:

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) Fifty feet long or less; and
- (2) Not being used to carry any person or property for a charge.

M. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

N. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;
- (iii) A trustee of any trust; or
- (iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described

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in Paragraphs e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

O. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we

relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

P. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected or Intended Injury or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

AMENDMENT NO. 4

TO THE AGREEMENT FOR WATER QUALITY TESTING LABORATORY SERVICES BETWEEN THE CITY OF LATHROP AND FRUIT GROWERS LABORATORY, INC., DATED JULY 1, 2018

TO PROVIDE ADDITIONAL PFAS TESTING FOR CITY WELLS AND LAWTF – CIP PW 20-16

This Amendment (hereinafter “AMENDMENT NO. 4”) to the agreement between **Fruit Growers Laboratory, Inc.** and the **City of Lathrop** dated July 1, 2018, (hereinafter “AGREEMENT”) dated for convenience this **12th day of October 2020**, is by and between **Fruit Growers Laboratory, Inc.**, (“CONSULTANT”) and the **City of Lathrop**, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, CONSULTANT is specifically trained, experienced, and competent to provide Water Quality Testing Laboratory Services required by this agreement; and

WHEREAS, Water Quality Testing Laboratory Services are needed pursuant to the City’s water supply and wastewater permits administered by the State; and

WHEREAS, on July 1, 2018, CONSULTANT and CITY entered into an AGREEMENT to provide Water Quality Testing Laboratory Services for drinking water not to exceed \$14,061; and

WHEREAS, on March 22, 2019, CONSULTANT and CITY entered into an AMENDMENT No.1 to sample UCMR 4 as required by the City’s drinking water permit not to exceed \$16, 210; and

WHEREAS, on October 14, 2019, CONSULTANT and CITY entered into an AMENDMENT No. 2 to provide PFAS analysis as required by the City’s drinking water permit not to exceed \$6,590; and

WHEREAS, on April 15, 2020, CONSULTANT and CITY entered into an AMENDMENT No.3 to provide additional PFAS testing for City Wells and LAWTF – CIP PW 20-16 not to exceed \$24,360; and

WHEREAS, on October 12, 2020, CONSULTANT and CITY entered into an Amendment No. 4 per the second monitoring order from the State Water Resources Control Board to provide additional PFAS testing for the City Wells and LAWTF – CIP PW 20-16 not to exceed \$9,810; and

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC., FOR ADDITIONAL PFAS TESTING FOR CITY WELLS AND LAWTF- CIP PW 20-16 – AMENDMENT NO. 4

WHEREAS, CONSULTANT is willing to render such Water Quality Testing Laboratory Services, as hereinafter defined, on the following terms and conditions;

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

AMENDMENT NO. 4 to AGREEMENT

- (1) **Scope of Service.** Section (1) of the **AGREEMENT for Consulting** is hereby amended to add the following:

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

- (2) **Compensation.** Section (2) of the **AGREEMENT for Consulting Services** is hereby amended as follows:

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$9,810** for the Water Quality Testing Laboratory Services set forth in Exhibit "A" of this AMENDMENT NO. 4. CONSULTANT shall be paid within thirty (30) days of receipt of progress billings containing all information contained in Paragraph 5 of the original AGREEMENT. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work, and this AMENDMENT NO. 4 unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work.

- (3) **Effective Date and Term.** Section (3) of the **AGREEMENT for Consulting** is hereby amended as follows:

The effective date of AMENDMENT NO. 4 is **October 12, 2020**, and it shall terminate no later than **June 30, 2021**. All other terms of the original AGREEMENT shall remain in full force and effect.

- (4) **Applicability to Original Consultant AGREEMENT**

All terms and conditions set forth in the AGREEMENT dated **July 1, 2018** are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC., FOR ADDITIONAL PFAS TESTING FOR CITY WELLS AND LAWTF- CIP PW 20-16 – AMENDMENT NO. 4

(5) Signatures

The individuals executing this AMENDMENT NO. 4 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 4 on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC., FOR ADDITIONAL PFAS TESTING FOR CITY WELLS AND LAWTF- CIP PW 20-16 – AMENDMENT NO. 4

Approved as to Form: City of Lathrop
City Attorney

Salvador Navarrete Date

Recommended for Approval: City of Lathrop
Public Works Director

Michael King Date

Approved by: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

CONSULTANT: Fruit Growers Laboratory, Inc.
Corporate Office
853 Corporation Street
Santa Paula, CA 93012

Fed ID # _____
Business License # **20225**

Signature Date

Print Name and Title

Date: September 3, 2020

To: **City of Lathrop - 3008507**
 Attn: Greg Gibson

E-Mail ggibson@ci.lathrop.ca.us

Subject: **Price Quote No: ST 20200903-01 PFAS Testing Wells 6,7,8,9,10 & LAWTF**

Good day Greg,

FGL appreciates the opportunity to provide the following quote. Several days before you are ready to perform the analyses, please contact your the FGL Laboratory in Stockton at (209) 942-0182 to schedule your event. We look forward to being of service. Thank you.

Quote For Time Period: October 01, 2020 through June 30, 2021

Sampled By: FGL Sampling

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Initial Sample (required)				
Subcontracted: EPA 537.1 (18 compounds)		255.00	18	4590.00

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Field Blank (refer to Water Board order)				
Subcontracted: Field Blank Sample EPA 537.1		255.00	18	4590.00

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Field Services (optional)				
Sampling Fee per Well (Regularly Scheduled Route)		35.00	18	630.00

Total Price Quote: 9810.00

- Standard TAT for results is 12 - 15 business days.
- *A Quality Assurance/Quality Control report is supplied with all of our analyses. This assures our valued clients of accurate and defensible data.*
- All work undertaken is subject to our terms and conditions, which are outlined in our fee schedule and/or available upon request.

If you have any questions regarding this quote or require any modifications, please contact Glenn Olsen at (805) 392-2000. Thank you.

Reviewed and **Glenn Olsen**
 Approved By Marketing Director  Digitally signed by Glenn Olsen
 Prepared By Glenn A. Olsen
 Date: 2020-09-03 14:53

ITEM 4.5

CITY MANAGER'S REPORT OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE CONSTRUCTION CONTRACT FOR GENERATIONS CENTER LANDSCAPE CIP PK 20-23

RECOMMENDATION: Adopt Resolution Approving a Construction Contract with Taylor Backhoe Service dba TBS Contractors for the Construction of the Generations Center Landscape CIP PK 20-23 and Related Budget Amendment

SUMMARY:

Generations Center Landscape Capital Improvement Project (CIP) PK 20-23 will construct park, landscape and recreation improvements to the Lathrop Generations Center. The plans and specifications for this project were completed by KLA Landscape Architects and advertised for bid on September 3, 2020 in accordance with the Lathrop Municipal Code (LMC) 2.36.060.

A total of 7 bids were received and opened by the City Clerk on September 28, 2020. Based on review and evaluation of the bids, the lowest responsive and responsible bidder was determined to be Taylor Backhoe Service dba TBS Contractors (TBS), with a bid of \$531,022.

Staff requests the City Council to approve a construction contract with TBS for construction of the Generations Center Landscape CIP PK 20-23 in the amount of \$531,022 plus a 10% construction contingency in the amount of \$53,102 for a total cost not to exceed \$584,124. Staff also requests City Council approve a budget amendment transferring \$303,000 from the Culture & Leisure Fund (2260) to the General CIP Fund (3010).

BACKGROUND:

This Capital Improvement Project was created on May 11, 2020 to provide additional park amenities for the Generations Center, which was constructed in 2014. The parcel was not fully developed at the time due to funding constraints and because the surrounding area (Central Lathrop) was undeveloped. Central Lathrop is currently being built, including a 4-acre park directly south of the Generations Center.

Improvements for this project between the Generations Center and the new Central Lathrop Park being built by the developer include walkways, lighting, landscaping, upgrades to park equipment, covered picnic area with tables, benches and a BBQ, and 2 pickleball courts.

The plans and specifications for this project were completed by KLA Landscape Architects in August 2020 and were advertised for bid on September 3, 2020, in accordance with the Public Contract Code and Lathrop Municipal Code Section

CITY MANAGER’S REPORT **PAGE 2**
OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING
APPROVE CONSTRUCTION CONTRACT FOR THE GENERATIONS CENTER
LANDSCAPE, CIP PK 20-23

2.36.060. A total of 7 bids were received, all determined to be responsive and responsible. The bid results are summarized in Table 1 below:

Table 1: Summary of Base Bid Results

Contractor	Total Bid
Taylor Backhoe Service dba TBS Contractors	\$531,022
Marina Landscape, Inc.	\$535,016
Westside Landscape and Concrete, Inc.	\$586,954
Goodland Landscape Construction, Inc.	\$600,273
Odyssey Environmental Services, Inc.	\$610,760
Barham, Inc. dba BZ Construction	\$614,739
Grover Landscape Services, Inc.	\$656,382

Staff reviewed and evaluated the bids, and determined that the lowest responsive and responsible bidder is TBS. Staff requests City Council adopt a resolution approving a construction contract with TBS in the amount of \$531,022. Staff also requests City Council authorize a 10% construction contingency of \$53,102 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$584,124.

REASON FOR RECOMMENDATION:

This project will provide additional recreational and leisure opportunities for the City’s residents and visitors. The project will also complete the development of the Lathrop Generations Center parcel and provide connectivity to the new Central Lathrop Park being built by the developer.

FISCAL IMPACT:

The proposed construction contract with TBS is for \$531,022. A 10% construction contingency is requested in the amount of \$53,102 for a total cost not to exceed \$584,124. Funding for this project was not included in the FY 20/21 budget. Therefore, staff requests City Council approve a budget amendment transferring \$303,000 from the Culture & Leisure Fund (2260) to the General CIP Fund (3010) as follows:

<u>Increase Transfer Out</u>		
2260-9900-990-9010		\$303,000
<u>Increase Transfer In</u>		
3010-9900-393-0000	PK 20-23	\$303,000
<u>Increase Appropriation</u>		
3010-8000-420-1200	PK 20-23	\$303,000

CITY MANAGER'S REPORT
OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING
APPROVE CONSTRUCTION CONTRACT FOR THE GENERATIONS CENTER
LANDSCAPE, CIP PK 20-23

ATTACHMENTS:

- A. Resolution Approving a Construction Contract with Taylor Backhoe Service dba TBS Contractors for the Construction of the Generations Center Landscape CIP PK 20-23 and Related Budget Amendment
- B. Construction Contract with TBS for the Construction of Generations Center Landscape CIP PK 20-23
- C. Project Limits Map

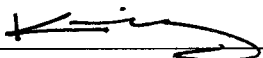
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APPROVE CONSTRUCTION CONTRACT FOR THE GENERATIONS CENTER
LANDSCAPE, CIP PK 20-23

APPROVALS:



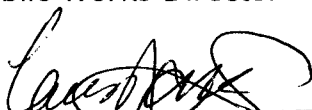
Ken Reed
Senior Construction Manager

10-1-2020
Date



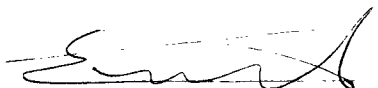
Michael King
Public Works Director

10-1-2020
Date




Cari James
Finance & Administrative
Services Director

10/5/2020
Date



Salvador Navarrete
City Attorney

10-1-2020
Date



Stephen J. Salvatore
City Manager

10.7.2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A CONSTRUCTION CONTRACT WITH TAYLOR BACKHOE SERVICE DBA TBS CONTRACTORS FOR THE CONSTRUCTION OF THE GENERATIONS CENTER LANDSCAPE CIP PK 20-23 AND RELATED BUDGET AMENDMENT

WHEREAS, the design of the Generations Center Landscape, CIP PK 20-23 was completed by KLA Landscape Architects in August, 2020 and was advertised for bid on September 3, 2020, according to the Public Contract Code and Lathrop Municipal Code Section 2.36.060; and

WHEREAS, a total of seven (7) bids were received and opened by the City Clerk on September 28, 2020; and

WHEREAS, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be Taylor Backhoe Service dba TBS Contractors (TBS), with a bid amount of \$531,022; and

WHEREAS, staff requests the City Council approve a construction contract with TBS for the project in the amount of \$531,022; and

WHEREAS, staff also requests Council authorize a 10% construction contingency in the amount of \$53,102 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$584,124; and

WHEREAS, sufficient funds were not allocated in the adopted FY 20/21 Budget. As a result, staff also requests City Council approve a budget amendment transferring \$303,000 from the Culture & Leisure Fund (2260) to the General CIP Fund (3010) in order to have the necessary funds to pay for the project as follows:

<u>Increase Transfer Out</u>		
2260-9900-990-9010		\$303,000
<u>Increase Transfer In</u>		
3010-9900-393-0000	PK 20-23	\$303,000
<u>Increase Appropriation</u>		
3010-8000-420-1200	PK 20-23	\$303,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve to award the construction contract with TBS for the Generations Center Landscape CIP PK 20-23 in the amount of \$531,022; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 10% construction contingency in the amount of \$53,102 for a total cost not to exceed \$584,124 for the Generations Center Landscape, CIP PK 20-23, and authorizes staff to spend up to this amount as necessary to accomplish the goals of the project.

BE IT FURTHER RESOLVED, that the City Council of Lathrop does hereby approve a budget amendment transferring \$303,000 from the Culture & Leisure Fund (2260) to the General CIP Fund (3010) as detailed above in order to have the necessary funds to pay for the project.

The foregoing resolution was passed and adopted this 12th day of October 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

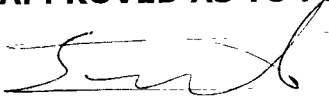
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CONSTRUCTION CONTRACT

This Contract, dated **October 12, 2020**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Taylor Backhoe Service dba TBS Contractors** whose Taxpayer Identification Number is _____.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. General Scope of Project and Work. Construction Documents for the **Generations Center Landscape CIP PK 20-23 (Project)**. Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City. The Project and Work is generally described as follows:

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to rough grading, construction of a concrete path, shade structure, and a sport court with specific accessories, finish grading and the installation of a drainage system, typical landscaping vegetation, irrigation system, tables, BBQ and chain-link fencing; and any task necessary to accomplish the aforementioned tasks.

The work shall be **completed within 80 working days** following issuance of Notice to Proceed.

The Work shall be completed, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for work actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

The City's cost of the improvements for bid is \$531,022

3. Construction Documents. This Contract shall include the Construction Documents which are on file with the Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and guaranty) and the Bid Documents submitted by Taylor Backhoe Service dba TBS Contractors on September 28, 2020.

For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.
8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any

part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.

9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.
- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Construction and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates to the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.
- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
 - d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
 - e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
 - f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under the Notice to Contractors.

11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
- (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
 - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and

- (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

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

Phone: (209) 941-7430
 Fax: (209) 941-7449
 Attn: Senior Construction Manager

To Contractor: _____
 Mailing Address: _____
 Contact Number: _____
 Email: _____

16. Miscellaneous.

- (1) **Bailee Disclaimer.** The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) **Consent.** Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) **Controlling Law.** The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) **Definitions.** The definitions and terms are as defined in these specifications.
- (5) **Force Majeure.** Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) **Headings.** The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) **Incorporation of Documents.** All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) **Integration.** This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) **Modification of Contract.** This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) **Provision.** Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) **Resolution.** Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.

- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined

in accordance with changed conditions or change order provisions of the Construction Documents.

- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Item List

Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval with resolution.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

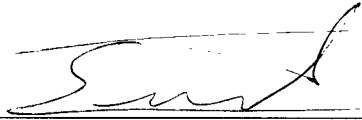
CONTRACTOR:

By: _____

Name: _____

Title: _____

**CITY OF LATHROP
APPROVED AS TO FORM:**

By:  _____
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Michael King, Public Works Director

APPROVED:

By: _____
Stephen J. Salvatore, City Manager

EXHIBIT A – CONTRACTOR’S SUBMITTED BID ITEM LIST

SECTION 00300

LATHROP GENERATIONS CENTER PARKING LOT LANDSCAPE
CIP # PK 20-23

BID PROPOSAL FORMS

LATHROP GENERATIONS CENTER PARKING LOT LANDSCAPE, CIP PK 20-23

BID SCHEDULE

BID ITEM	DESCRIPTION				
1	Pickleball in-ground mount posts and net (CC#5)	2	EA	7594.31	15188.62
2	8' black vinyl coated chain link pickleball court enclosure and 2 gates (CC #6 & #7)	1	LS	18873.80	18873.80
3	48" tall black vinyl coated chain link fence (CC#8)	96	LF	67.47	6477.12
4	Park monument sign (CC#9)	1	EA	9918.75	9918.75
5	Wire mesh screen fence with HSS posts and frame (CC#11)	1	LS	17576.00	17576.00
6	8' long surface-mount bench (CC#13)	2	EA	3123.95	6247.90
7	6' long surface-mount bench (CC#14)	3	EA	1737.63	5212.89
8	8' long surface-mount picnic table (CC#15)	1	EA	5588.28	5588.28
9	8' long surface-mount accessible picnic table (CC#16)	1	EA	5588.28	5588.28
10	6' long surface-mount table (CC#17)	4	EA	4121.67	16486.68
11	Precast concrete barbeque (CC#18)	1	EA	7038	7038.00
12	Relocate existing surface-mount trash receptacle (CC#19)	1	EA	782	782.00
13	Furnish & Install Shade Structure and all appurtenances (CC#20)	1	LS	12184.57	12184.57
14	Cargo Storage container placement (CC#21)	1	EA	1564	1564.00
15	Fine Grading -- shrub and groundcover areas	11,724	SF	1.40	16413.60
16	Fine Grading -- turf areas	4,613	SF	1.40	6458.20
17	Soil amendments / tilling	16,337	SF	0.58	9475.40
18	24" box tree with 3 lodgepole upright stakes per tree	2	EA	350.50	713.00
19	15 gallon trees with 2 lodgepole upright stakes per tree	41	EA	158.70	6506.70
20	Root barrier	640	LF	18.40	11776.00
21	5 gallon shrubs	448	EA	39.10	17516.80
22	5 gallon vines	27	EA	39.10	1055.70
23	1 gallon groundcover	504	EA	18.40	9273.60
24	Bark Mulch @ 3" depth at time of final job walk	11,724	SF	0.58	6799.92
25	Bolero Plus sodded turf	4,613	SF	1.03	4751.39
26	Steel edging at turf limit line	52	LF	12.65	657.80
27	Landscape Maintenance	90	DAY	40.25	3622.50
28	Irrigation system, including wiring, all valves, all water piping, quick couplers, sleeves, sprinklers and bubblers	16,337	SF	3.68	60120.16

00300-2

SECTION 00300

LATHROP GENERATIONS CENTER PARKING LOT LANDSCAPE
CIP # PK 20-23

BID PROPOSAL FORMS

29	Irrigation system audit – Controller "A".	1	LS	2990	2990.00
30	Landscape drainage, 6" pipe	334	LF	14.72	4916.48
31	Area drain	7	EA	322.49	2257.43
32	Demo existing low CMU wall (CC#10) and refinish end at limit of demolition	1	LS	5429.15	5429.15
33	Natural gray medium broom finish concrete paving (CC#2)	1,907	SF	8.70	16590.90
34	Natural gray concrete paving with enhanced score pattern (CC#3)	1,363	SF	9.17	12498.71
35	Sport court (concrete, surfacing and striping) (CC#4)	4,031	SF	18.41	74210.71
36	Remove decomposed granite from path area and replace with 6" thick PCC (CC#22)	970	SF	10.00	9758.20
37	Erosion & Sedimentation Control Plan	1	LS	4505.50	4505.50
38	Demolish existing concrete walkway and replace with new @ 6" thick (CC #12)	225	SF	21.94	4936.50
NIC	Concrete sidewalk (per Civil Improvement Plans) (CC #1)				
TOTAL BID:				531,021.90	

*Construction Callout, as labeled on plans

TOTAL BID IN WORDS: Five Hundred Thirty-one Thousand Twenty-one Dollars & Ninety cents

ATTACHMENT C – PROJECT LIMITS MAP



PK 20-23 Generations Center Landscape
Project Limits Map



400 ft

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ITEM 4.6

CITY MANAGER'S REPORT OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE TASK ORDER NO. 17 WITH 4LEAF, INC., FOR INTERIM CHIEF BUILDING OFFICIAL PROFESSIONAL CONSULTING SERVICES**

RECOMMENDATION: **Adopt Resolution Approving Task Order No. 17 Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015, with 4Leaf, Inc., to provide Interim Chief Building Official Professional Consulting Services**

SUMMARY:

On September 21, 2015, City Council approved a Master Professional Services Consulting Agreement for various professional services in the Building Division. On May 13, 2019, City Council approved an extension to the Master Professional Services Consulting Agreement through June 30, 2021. A series of various task orders have been previously approved to provide various professional services within the Building Division, such as professional building inspection, plan checking, and staff augmentation services.

Due to continued increase in construction activity related to capital improvement, private land development, residential, commercial and industrial projects, staff requested a proposal from 4Leaf to provide continued professional services in the Building Division.

Tonight, staff is requesting City Council approval of Task Order No. 17 with 4Leaf, Inc., to provide continued professional consultant services in the capacity of an Interim Chief Building Official, while the city continues to recruit for a full-time Chief Building Official.

BACKGROUND:

The Chief Building Official position oversees the day-to-day functions of the Building Division. The external recruiting environment for this position is very competitive and it has become more and more difficult to find a fully qualified and certified candidate. Considering the current residential, commercial, and industrial development projects taking place within the city, it is necessary to utilize the services of a professional consultant for this position on an interim basis while recruiting.

CITY MANAGER'S REPORT **PAGE 2**
OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING
APPROVE TASK ORDER NO. 17 WITH 4LEAF, INC. FOR INTERIM CHIEF
BUILDING OFFICIAL CONSULTANT SERVICES

Below is a summary table of previously approved task orders to date:

Task Order No.	Date Approved	Work Scope Description
1	09/21/15	Staff Augmentation
2	09/21/15	Plan Check Services
3	07/18/16	Plan Check Services
4	10/17/16	Plan Check Services
5	12/05/16	Inspection Services
6	06/19/17	Plan Check Services
7	06/19/17	Inspection Services
8	01/29/18	Chief Building Official
9	06/11/18	Chief Building Official
10	06/21/18	Inspection Services
11	10/08/18	Plan Check Services
12	05/13/19	Inspection Services
13	05/13/19	Staff Augmentation Services
14	6/10/2019	Interim Chief Building Official
15	10/14/2019	Professional Services
16	12/9/2019	Staff Augmentation Services

REASON FOR RECOMMENDATION:

Additional professional services are needed in the Building Division to keep up with the continued increase in construction activity related to capital improvement, private land development, and residential, commercial and industrial projects. The ability to use the services of outside consultants makes it possible to continue providing timely response times to our residents, businesses and developers.

FISCAL IMPACT:

The cost of the agreement is not to exceed \$136,000 and will be paid on a time and material basis. Sufficient funds have been included in fiscal year 2020-21 approved budget and will be paid from funds allocated in the Building Division professional services.

ATTACHMENTS:

- A. Resolution Approving Task Order No. 17 Pursuant to Master Consulting Agreement dated September 21, 2015 with 4leaf, Inc. to Provide Interim Chief Building Official Consultant Services
- B. Task Order No. 17 Pursuant to Master Consulting Agreement dated September 21, 2015 with 4leaf, Inc. to Provide Interim Chief Building Official Consultant Services


CITY MANAGER'S REPORT
OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING
APPROVE TASK ORDER NO. 17 WITH 4LEAF, INC. FOR INTERIM CHIEF
PROFESSIONAL BUILDING OFFICIAL CONSULTANT SERVICES

APPROVALS:



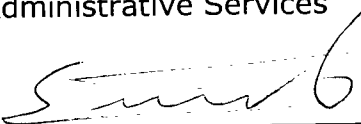
Michael King
Public Works Director

10-7-2020
Date




Cari James
Director of Finance &
Administrative Services

10/7/2020
Date



Salvador Navarrete
City Attorney

10-7-2020
Date



Stephen J. Salvatore
City Manager

10.7.2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDER NO. 17 PURSUANT TO MASTER PROFESSIONAL SERVICES CONSULTING AGREEMENT DATED SEPTEMBER 21, 2015 WITH 4LEAF, INC., TO PROVIDE INTERIM CHIEF BUILDING OFFICIAL PROFESSIONAL CONSULTING SERVICES

WHEREAS, since the resignation of the Chief Building Official in the latter part of 2017, the position has been filled with an Interim Chief Building Official pursuant to the city's agreement with 4Leaf, Inc.: and

WHEREAS, City Council approved a Master Agreement with 4Leaf, Inc. for professional services on September 21, 2015, and a recent amendment extending the expiration date through June 30, 2021; and

WHEREAS, the city requires contracting professional personnel services in the Building Division in order to keep pace with ongoing development;

WHEREAS, 4Leaf, Inc. has provided the qualified and certified staff necessary to provide Interim Chief Building Official professional services in the Building Division; and

WHEREAS, the cost of the agreement is not to exceed \$136,000 and will be paid on a time and material basis. Sufficient funds have been included in fiscal year 2020-21 approved budget and will be paid from funds allocated in the Building Division professional services.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Task Order No. 17 for Interim Chief Building Official Professional Consulting Services with 4Leaf, Inc.

The foregoing resolution was passed and adopted this 12th day of October 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

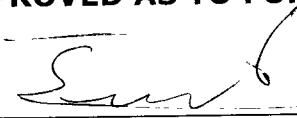
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

TASK ORDER NO. 17

**PURSUANT TO MASTER CONSULTING AGREEMENT DATED
SEPTEMBER 21, 2015 WITH 4LEAF, INC.**

**TO PROVIDE INTERIM CHIEF BUILDING OFFICIAL CONSULTANT
SERVICES**

THIS TASK ORDER NO. 17 dated for convenience this **12th day of October 2020** is by and made and entered into by and between **4LEAF, Inc.** (“CONSULTANT”) and the CITY OF LATHROP, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, on September 21, 2015, CONSULTANT entered into a Master Agreement with the CITY, and parties approved an extension of the term to June 30, 2021 pursuant to an Amendment No. 2 to the Master Agreement dated May 13, 2019 (“AGREEMENT”) by which the CONSULTANT has agreed to provide Interim Chief Building Official Consultant Services; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Interim Chief Building Official Consultant Services, which are required by this agreement; and

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

WHEREAS, CONSULTANT is willing to render such Interim Chief Building Official Consultant Services, as hereinafter defined, on the following terms and conditions;

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

AGREEMENT

(1) **Incorporation Of Master Agreement**

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

(2) **Scope of Service**

CONSULTANT agrees to perform Interim Chief Building Official Consultant Services in accordance with the scope of work and fee proposal provided

CITY OF LATHROP – TASK ORDER NO. 17 WITH 4LEAF INC. FOR INTERIM CHIEF BUILDING OFFICIAL CONSULTING SERVICES

in **Exhibit “A”** to this Task Order. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY’S satisfaction.

(3) **Effective Date and Term**

The effective date of this **Task Order No. 17** is **October 12, 2020**, and it shall terminate no later than **March 31, 2021**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in **Exhibit “A”** up to a total sum not to exceed **\$136,000** for the Interim Chief Building Official Consultant Services. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 in the Master Consulting Agreement Dated September 21, 2015.

(5) **Maximum Hours**

The maximum number of hours by any single 4Leaf employee, who is a CalPERS retired annuitant, pursuant to this agreement shall not exceed 960 hours during the fiscal year. All hours worked will be reported to CalPERS as required. CONSULTANT will provide required reporting information.

(6) **Notice to Proceed**

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

(7) **Independent Contractor Status**

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any terms and conditions of this agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in this Task Order No. 17 to the City’s satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

CITY OF LATHROP – TASK ORDER NO. 17 WITH 4LEAF INC. FOR INTERIM CHIEF BUILDING OFFICIAL CONSULTING SERVICES

(8) **Consultant to Advise City of Any Potential Conflict of Interest**

CONSULTANT agrees not to assign personnel to work in direct conflict with the work performed to CITY and advise CITY of any potential conflict immediately upon discovery of such potential or actual conflict of interest.

(9) **Consultant to Provide Personnel with the Tools for Providing Services Rendered Pursuant to This Agreement**

Parties agree that CONSULTANT shall supply tools to personnel for providing the services rendered pursuant to this Agreement. For example, CONSULTANT shall maintain an office for assigned personnel outside of City Hall.

Provided, however, since CITY has several empty offices and cubicle spaces, excess cell phones, excess computers, and excess tablets, CONSULTANT personnel may be allowed by CITY to temporarily use some of CITY office resources. CONSULTANT expressly agrees that CONSULTANT personnel's use of any such City resources shall not exonerate Consultant from purchasing and paying for any tools necessary for Consultant to provide services to CITY under this Agreement. CONSULTANT further agrees that CONSULTANT shall not claim that any use by CONSULTANT's personnel of CITY resources should be considered evidence that CONSULTANT's personnel is an employee during the term of this Agreement instead of an employee of CONSULTANT.

(10) **Staff Direction**

CONSULTANT will not supervise CITY staff but will provide professional direction in their daily responsibilities based on building code standards.

(11) **Training**

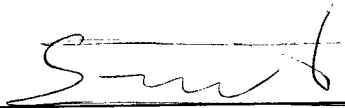
CONSULTANT shall be trained on any specialty area they are providing professional consulting services to the City. CITY will not provide or pay for CONSULTANT training.

(12) **Signatures**

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

CITY OF LATHROP – TASK ORDER NO. 17 WITH 4LEAF INC. FOR INTERIM CHIEF BUILDING OFFICIAL CONSULTING SERVICES

Approved as to Form: City of Lathrop
City Attorney



Salvador Navarrete Date 10-6-2020

Recommended for Approval: City of Lathrop
Public Works Director

Michael King Date

Approved by: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

CONSULTANT: 4 Leaf Inc.
2126 Rheem Drive, Suite A
Pleasanton, CA 94588
Fed ID # 94-3393574
Bus License # 20088

Signature Date

Kevin J. Duggan, President
(Print Name and title)



SCOPE OF SERVICES

Plan Review

4LEAF will provide plan review for any and all types of structures to ensure compliance with all adopted codes, local ordinances (including Tier 1 of Cal Green, if required) and state and federal laws that pertain to Building and Safety, and for compliance with the adopted International Code Council (ICC) Building, Plumbing, Electrical, Mechanical, National Fire Protection codes and standards, and the Accessibility and Noise and Energy Conservation requirements as mandated by the State of California Title 24, State of California Water Efficient Landscape Ordinance, the State of California Certified Access Specialist (CASp) compliance, and all other applicable ordinances. **Types of projects we provide these services for include: Single-Family Dwellings, Multi-Family Dwelling Units, Commercial, and Industrial.**

On-Site Review Work Plan

4LEAF can supply Registered Professional Engineers to the City to work on-site performing structural plan review and non-structural reviews at the Jurisdiction’s discretion. Some of the jurisdictions we work with that have 4LEAF plan review staff onsite:

County of Sonoma
City of Palo Alto
City of Solvang
City of Signal Hill
City of Greenfield
City of Hemet
City of Whitter

City of Victorville
County of San Joaquin
City of Malibu
City of Hollister
City of Gilroy
City of Fontana
County of San Benito

Off-Site Review Work Plan

4LEAF works effectively with design teams and assist Public Works, Planning, Fire, and Building Departments in the construction, rehabilitation, and repair of both public and private projects. Our experience includes checking for compliance with the structural, life-safety, accessibility, plumbing, mechanical, electrical, fire, and local codes/ordinances.

Approach

We understand that the specific building plan review responsibilities will include, but are not limited to:

- Examining plans, drawings, specifications, computations documents, soils reports, and additional data
- Ascertaining whether projects are in accordance with applicable building and fire codes, and City ordinances, including but not limited to Title 24 and Title 25
- Performing such reviews as, structural, MEP, green building, fire and life safety, grading, and drainage
- Reviewing plans to ensure conformity to the required strengths, stresses, strains, loads, and stability as per the applicable laws
- Reviewing plans to ensure conformity with use and occupancy classification, general building heights and areas, types of construction, fire resistance construction and protection systems, means of egress, accessibility, structural design, soils and foundations, and masonry
- Providing additional plan review services as requested by the City
- Conducting all plan review at the City Department or at a site mutually agreed upon in writing
- Supplying all plan review staff with all code books and other basic professional references



4LEAF Plan Review QA/QC Process for all Reviews

Task 1 – Project Tracking Set-up

The first step of our process will be to set up the project in our system to enable 4LEAF and the City to track the progress of the review. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

Task 2 - Complete Submittal Review

Upon receiving the plans from the City, 4LEAF will triage (preliminary plan review performed by 4LEAF plan review project lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order that we can begin our review. If the submitted package is incomplete, we will communicate with the City to discuss the documents needed to proceed.

Task 3 - Plan Review Assignment

After the triage process is performed and a complete package is verified, the project will be assigned to a qualified Plans Examiner and a turnaround time will be established. We then log each application into our database the same day the plans are received to assure that they are routed in a timely manner and to allow for daily project tracking.

Task 4 - Plan Review

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by the City with a list of any items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on the missing codes and ordinances.

Task 5 - Quality Control

Prior to submitting the plan review correction list to the City, the designated plan review project lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review a correction list will be e-mailed to a designated staff member at the City or as directed by the City. The correction list and a 4LEAF transmittal form will include the following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

Task 6 - Plan Review Rechecks

Plans received for rechecks will be reviewed for conformance. Our goal is to work with the designers to resolve any unresolved issues after our second review. If it appears that there are issues that might cause a project to go beyond our second review, we will communicate directly with the designer to resolve any concerns.

Task 7 - Project Approval

Once the final plan reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City processing requirements and return them to the City, along with our letter of completion.



Turn-Around Times

4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF’s plan review team is widely recognized for quick turn-around times and prompt service. Off-site plan reviews are performed at our office, with plans transmitted by personal delivery or overnight service. The standard turn-around time is within 10 business days for residential plan reviews and within 10 days for commercial/industrial plan reviews; however, these timeframes are negotiable based on your needs. **4LEAF also provides Fire Plan Review services.**

Type of Plans	Transportation	Initial Review	Resubmittal Review	2 nd Resubmittal Review	Expedited Review	Expedited Resubmittal
*Residential	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
**Multi-Family	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
Commercial	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
***Large Commercial > 15,000 s.f.	< 24 Hours (pick up & delivery)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

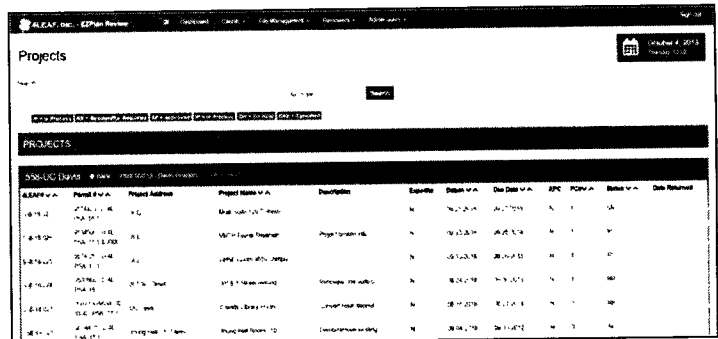
**Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing.*

Pick-up of all plans will be performed by 4LEAF staff within 24 hours of the City’s phone call or e-mail. 4LEAF prefers to pick-up and deliver the plans in person to communicate information that may be pertinent to the project and maintain consistent communication. At no additional cost, 4LEAF staff will transport the plans to and from the City upon a phone call to the 4LEAF office or simply e-mail for “pick-up” to pickup@4leafinc.com.

Document Control & Electronic Plan Review

When plans and documents are received for review, 4LEAF’s Plan Review Manager and Document Control Technician analyzes the project, creates a job number, and completes a Job Setup Sheet. This form highlights both jurisdiction and project specific design criteria and notes applicable contact information. Jobs are transmitted through 4LEAF’s easily accessed portal that tracks initial and subsequent reviews. The City and their customers can view 4LEAF’s plan control log through **EZPlan Review Portal**.

Plans then get distributed for review to a 4LEAF team consisting of a Plan Review Engineer or Architect (a licensed state professional) and/or an ICC Certified Plans Examiner, as applicable. Our staff then performs their function of analyzing the plans and documentation for effective conformance to the California Codes, referenced construction standards, and City amendments. Code review methodology entails “The Effective Use of the CBC” reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Manager overviews the project for quality control purposes and forwards comments or approvals to the pre-designated contacts.



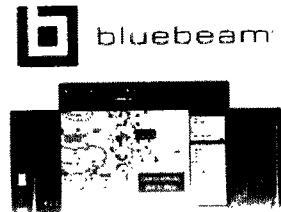


4LEAF’s EZPlan Review

EZPlan Review is our in-house tracking software that acts as a communication tool between 4LEAF and the jurisdictions we work with. The use of EZPlan makes communication easy. This web portal allows users visualize project due dates, notes, and status updates so that projects can be followed from start to finish. Additionally, 4LEAF provides electronically stamped and uploaded copies of approved project plans, a value which saves clients time and resources. With the use of EZPlan, 4LEAF hopes to provide a level of ease and transparency during the plan review process.

Electronic Plan Review

4LEAF has successfully implemented and used Bluebeam for electronic review of files to help eliminate the use of paper and take the plan review workflow to a whole new level. 4LEAF’s offices are equipped with large scale monitors for easy review of plans. Bluebeam Revu combines powerful PDF editing, markup, and collaboration technology with reliable file creation.



Additional Technologies

Having served more than 100 jurisdictions, 4LEAF and our staff are knowledgeable and have experience working with a variety of different technologies for Electronic Plan Review, Permit Tracking, and Building Inspections. 4LEAF’s experience with tracking technologies include but are not limited to:



Structural Only Review

Upon request, 4LEAF will perform “structural only” reviews for the City. 4LEAF can communicate directly with the designers via email, in-person meetings, and through our EZPlan Review system. 4LEAF prefers PDF files for “structural only” reviews as they allow several Structural Engineers to review plans together should there be design-related questions. The majority of 4LEAF’s plan review engineers have a design background and work well with project designers.

Certified Access Specialist (CASp)

4LEAF has nine Certified Access Specialists on staff. We have performed CASp inspections, plan review projects, and have consulted on numerous construction projects for accessibility questions and advice.



CASp Inspector	Certification No.	Expiration
Jerry Thome	CASp-104	09/14/2021
Mike Anderson, P.E.	CASp-328	09/22/2022
Howard Conroy, CBO	CASp-429	07/31/2021
David Rashé, CBO	CASp-213	06/23/2022
Scott Wungluck	CASp-560	04/29/2020
Brent Hipsher, CBO	CASp-422	04/12/2021
William Holl, AIA	CASp-509	12/6/2022
Peter Oliver	CASp-818	04/11/2021
Logan Ellis	CASp-629	07/03/2021

2019-21 FEE SCHEDULE & BASIS OF CHARGES

For the City of Lathrop

All Rates are Subject to Basis of Charges

Plan Check Service	Fee for 1 st Review and two (2) subsequent rechecks	Hourly rate for onsite and/or greater than 3 reviews offsite (with authorization from Director):
Life Health Safety, Structural, ADA Requirements and Title 24 Energy Requirements Plan Checks	65% of City fee	\$125/hour structural \$95/hour non-structural
Plumbing/Mechanical/Electrical Only Plan Checks	40% of City fee	\$95/hour non-structural
Structural Only Plan Checks	40% of City fee	\$125/hour structural

Additional Building Department Services

Senior Combination Building Inspector	\$95/hour
Commercial Building Inspector	\$90/hour
Residential Building Inspector	\$80/hour
Training Building Inspector	\$70/hour
Code Enforcement.....	\$85/hour
Senior Permit Technician	\$70/hour
Permit Technician.....	\$65/hour
Administrative Support.....	\$60/hour
On-Site Plan Review Engineer.....	\$120/hour
On-Site Non-Structural Plans Examiner.....	\$90/hour
Fire Review	\$155/hour
Inspector of Record (including DSA or OSHPD)	\$135/hour
Public Works Inspector	\$145/hour
Interim Chief Building Official	\$130/hour
CASp Inspection.....	\$155/hour
Off-Site Project Manager	\$160/hour
Principal-in-Charge	\$185/hour
Hourly overtime charge per inspector	1.5 x hourly rate
Mileage (for inspections performed within the City).....	IRS Rate + 20%

EXHIBIT A
SCOPE OF SERVICES

Consultant has 2 key tasks:

1. Provide Building Plan Review as-needed
2. Provide On-Call Building Department staffing including building inspectors, building officials, permit technicians, on-site plans examiners/engineers, code enforcement personnel, etc. on an as-needed basis.

1. Plan Review Services

- The Consultant shall review all plans and supporting documents submitted for projects for which a Building Permit is requested. If, after the initial review the documents are found to be in substantial compliance with the State Building Codes and local ordinances, the plans and documents shall be stamped as reviewed and acceptable for construction. If corrections are found to be needed a report shall be prepared by the Consultant specifying the needed corrections and transmitted to the applicant. When plans and supporting documents are deemed acceptable for permit issuance, the applicant shall deliver the Building Permit application and all supporting documents to the Consultant (or City Hall) for permit processing.
- City shall collect direct from the applicant costs for plan review at time of submittal of plans and documents. Building permit fees shall be paid prior to issuance of the Building Permit. City shall mark/stamp permits PAID upon receipt of funds by applicant.
- Plan Reviews will be subject to the following turn-around times (Turn-Around Times may vary with the complexity and magnitude of the projects):

Residential	Up to 10 Business Days*
Multi-Family	Up to 10 Business Days*
Commercial	Up to 10 Business Days*
Industrial.....	Up to 10 Business Days*

*Projects greater than 10,000 sq. ft. may take up to 15 Business Days. Business Days are defined as Monday-Friday (excluding Federal and State of California Holidays). Business Days will start the day after request is made.

2. Provide On-Call Building Department Support Staff (As-needed)

- 4LEAF will provide building department support staff to include building inspectors, permit technicians, on-site plans examiners/engineers, code enforcement personnel, etc. on an on-call basis for the City of Lathrop.
- 4LEAF's assigned personnel will be confirmed via email to include the rate - classifications, assignment length, and reporting information.

EXHIBIT A
SCOPE OF SERVICES

- 4LEAF will provide interim staff and/or full-time staff within one business day or less. 4LEAF will provide staff from their database of qualified personnel. For requests made needing immediate personnel, 4LEAF will make every effort possible to secure suitable candidates.
- These positions vary from full-time staff, idle staff (temporarily in-between assignments, and pre-qualified staff which include personnel who are available subject to client demand.
- All on-call requests should be made directly to 4LEAF management. 4LEAF's recruiting manager, will handle the placement of all 4LEAF staff. 4LEAF's designated manager is:

Joseph Nicolas, PE
8896 N. Winding Way
Fair Oaks, CA. 95628
(916) 965.0010 – Office
(916) 200.9959 – Cell
jnicolas@4leafinc.com

Additional

Conditions

- The City shall not hire any employee of the Consultant within one (1) year of the termination of this contract or one (1) year of the termination of employee by Consultant.

ITEM 4.7

CITY MANAGER'S REPORT OCTOBER 12, 2020, CITY COUNCIL REGULAR MEETING

ITEM: **ADEQUATE PROGRESS FINDING TOWARD
PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD
PROTECTION FOR RECLAMATION DISTRICT 2062
(RIVER ISLANDS PHASE 2)**

RECOMMENDATION: **Adopt Resolution, Acting as the Land Use Agency,
Adopting Adequate Progress Findings toward
providing a 200-Year Urban Level of Flood Protection
in Phase 2 Levees of Reclamation District 2062 by
the Year 2025**

SUMMARY:

Senate Bill 5 (SB5), and related companion bills created a new requirement for certain land use decisions made by cities and counties in the California Central Valley. Starting on July 2, 2016, prior to approving discretionary land use decisions for nonresidential projects, and prior to approving ministerial land use decisions (building permits) for new residential buildings, land use agencies are required to make a Finding of Adequate Progress toward provision of Urban Level Flood Protection (ULOP) 200-year flood protection.

On June 20, 2016, City Council approved the first Adequate Progress Finding (APF) for levees protecting the River Islands at Lathrop Phase 1 area based on certification by Reclamation District 2062 (RD 2062) that the levee system would provide ULOP upon completion of the procedural requirements in the Urban Levee Design Criteria (ULDC) set by the State. This allowed the City of Lathrop to continue to issue, within Phase 1 areas that are fully flood protected, discretionary permits to commercial uses, and ministerial permits (building permits) for new residential homes through June 2017. Since that time, the Council has adopted APF for Phase 1 levees in River Islands each year, including 2020 earlier this year, which allowed development approvals in the Phase 1 area through December 2021.

In May 2019, Califia, LLC, as the landowner of property within the Phase 2 area of River Islands, entered into a Letter of Guarantee with the City for issuance of a grading permit for the Phase 2 levee system. Subsequently, RD 2062 publicly bid the construction of the Phase 2 levee system, with the levees substantially completed in December 2019.

The APF for River Islands will allow the City of Lathrop to issue, within the River Islands at Lathrop Phase 2 Area, discretionary permits to commercial uses, and ministerial permits (building permits) for new residential homes through December 2021 while RD 2062 continues to make progress towards providing the necessary improvements and documentation of full ULOP protection.

CITY MANAGER'S REPORT **PAGE 2**
OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING
ADEQUATE PROGRESS FINDING TOWARD PROVISION OF 200-YEAR URBAN
LEVEL OF FLOOD PROTECTION FOR RECLAMATION DISTRICT 2062 (RIVER
ISLANDS PHASE 2)

BACKGROUND:

The California Department of Water Resources (DWR) developed technical and procedural criteria in response to requirements outlined in the Central Valley Flood Protection Act of 2008, enacted by SB5 in 2007 and amended by subsequent legislation (2007 California Flood Legislation). DWR developed the ULDC and ULOP criteria to assist affected cities and counties within the Sacramento-San Joaquin Valley, in making the findings related to an ULOP before approving certain land use entitlements in accordance with the 2007 California Flood Legislation.

The levees constructed for both Phase 1 and Phase 2 of River Islands by RD 2062 meet the updated ULDC standards adopted by DWR in May 2012. With the pending Letter of Map Revision for Phase 2 levees expected this year, along with additional internal drainage improvements by RD 2062, it is expected that all of River Islands will have achieved the ULOP next year (2021). The Council will review such a recommendation at the time of completion and take action accordingly. Tonight's action will be for an APF for Phase 2 levees only; action was taken in July 2020 for Phase 1 levees.

In August 2020, MBK Engineers, the District Engineer for RD 2062, prepared the "River Islands at Lathrop Phase 2 Area Report of Adequate Progress Towards Urban Level of Flood Protection Annual Report" or simply "Adequate Progress Report" (APR). The APR serves as a strategic plan describing and outlining the steps that the RD 2062 and the City as the land use authority will use to ultimately implement 200-year levee improvements for Phase 2 River Islands levees in accordance with the requirements of SB 5. According to the letter dated September 30, , 2020 (Attachment D), RD 2062 Board of Trustees, acting as the Local Flood Management Agency, approved the Annual Report and transmitted it to the City for the City Council's consideration at this meeting.

Government Code Section 65007 (a)(5) requires that "The local flood management agency shall annually report to the CVFPB on the efforts in working toward completion of the flood protection system." RD 2062 has provided this report to the CVFPB on behalf of both the District and the City in the past and will send the letter (Attachment E) to the CVFPB should the Council adopt the attached resolution and approve the Adequate Progress Finding.

The August 2020 APR describes the progress made in constructing the Phase 2 levees since the issuance of a grading permit by the City in May 2019, including:

- Completion of the River Islands Phase 2 Levee Project construction.
- Preparation of deeds and the transfer of real estate rights (easements) to RD 2062 for the Phase 2 levees.
- Progress on Scour Prevention Projects, including evaluation of the potential for erosion and scour failure of the Stage 1 Interior Levee, Stage 2A Levee and Stage 2B Levee caused by failure of the Old River Levee, as well as a separate

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analysis for the erosion and scour failure of the Cross Levee, due to its proximity to the UPRR embankment. These evaluations were completed in 2020 and indicate that six "check dams" are required to address the scour potential. RD 2062 has made application to the Central Valley Flood Protection Board (CVFPB) for an encroachment permit to construct the check dams. It is expected the check dams would be completed in 2021.

- Progress on the completion of the RD 2062 Operation and Maintenance (O&M) Manual Modernization Project, with expected completion in 2021.

The 2020 APR was prepared by RD 2062's District Engineer to satisfy requirements of SB 5 so that the City of Lathrop, as a land use agency defined by State law, may rely on the prior findings of Adequate Progress.

REASON FOR RECOMMENDATION:

Both the RD 2062 District Engineer and the City Engineer believe there is substantial evidence in the record for the City Council to make a finding of adequate progress for the Phase 2 River Islands development area.

Adoption of the resolution will allow the City of Lathrop to approve, through December 2021, discretionary permits for all uses, including non-residential uses, and ministerial permits (building permits) for all new residential homes within the RD 2062 Phase 2 while RD 2062 completes the ULOP Flood protection. It should be noted that River Islands has proposed a vesting tentative map, amendment to the General Plan and West Lathrop Specific Plan and other entitlements for residential and non-residential development within Phase 2. Those entitlements would also need to be approved and in effect for building permits to be issued in the Phase 2 area.

BUDGET IMPACT:

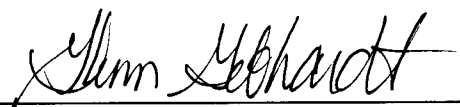
There is no budget impact to the City as to date, all technical reports and studies have been funded by RD 2062 and River Islands at a cost in excess of \$2 million. This includes City staff time to review these documents.

ATTACHMENTS:

- A. Resolution, Acting as the Land Use Agency, Adopting Adequate Progress Findings toward providing a 200-Year Urban Level of Flood Protection in Phase 2 Levees of Reclamation District 2062 by the Year 2025
- B. 2020 River Islands at Lathrop Phase 2 Area Report of Adequate Progress towards Urban Level of Flood Protection Annual Report, dated August 2020
- C. Vicinity Map of River Islands Phase 2 Area and Levee System
- D. Letter from RD 2062, as the Local Flood Management Agency, dated September 30, 2020, presenting the Adequate Progress
- E. Draft Letter from RD 2062 to the Central Valley Flood Protection Board providing required notification of the Adequate Progress Finding

CITY MANAGER'S REPORT **PAGE 4**
OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING
ADEQUATE PROGRESS FINDING TOWARD PROVISION OF 200-YEAR URBAN
LEVEL OF FLOOD PROTECTION FOR RECLAMATION DISTRICT 2062 (RIVER
ISLANDS PHASE 2)

APPROVALS



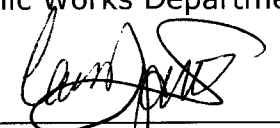
Glenn Gebhardt
City Engineer

9/29/2020
Date



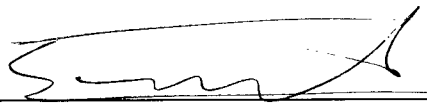
Michael King
Public Works Department

10-2-2020
Date




Cari James
Finance & Administrative Services Director

10/5/2020
Date



Salvador Navarrete
City Attorney

9-30-2020
Date



Stephen J. Salvatore
City Manager

10-6-2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY OF LATHROP, ACTING AS THE LAND USE AGENCY, ADOPTING ADEQUATE PROGRESS FINDINGS TOWARD PROVIDING A 200-YEAR URBAN LEVEL OF FLOOD PROTECTION IN PHASE 2 LEVEES OF RECLAMATION DISTRICT 2062 BY THE YEAR 2025

WHEREAS, California Senate Bill 5 (SB5), passed in 2007 and later amended by various bills, requires the State to develop and adopt a comprehensive Central Valley Flood Protection Plan (CVFPP), which was approved by the Central Valley Flood Protection Board (CVFPB) in June 2012; and

WHEREAS, SB5 also required all cities and counties in the Central Valley to incorporate the CVFPP into their general plans by July 2, 2015 and into their zoning ordinances by July 2, 2016, and both actions were completed by Lathrop within the deadlines; and

WHEREAS, SB5 restricted development beyond July 2, 2016 unless the land use agency makes a finding related to an Urban Level of Flood Protection (ULOP), a 200-year level of flood protection; and

WHEREAS, Island Reclamation District 2062 ("RD 2062"), as the local maintenance agency for the levee system associated with the River Islands at Lathrop Phase 2 project, has provided documentation to the City for its adequate progress finding in conformation with SB5 which allows development to occur within the River Islands at Lathrop Phase 2 Area, and RD 2062 will send the letter (Attachment E to the October 12, 2020 staff report) to the CVFPB should the Council adopt this resolution and approve the Adequate Progress Finding; and

WHEREAS, the 2020 Adequate Progress Finding pursuant to Government Code Section 65962 approved with the passage of this resolution, with the City as the local land use agency, will allow the City to approve discretionary and ministerial permits within the River Islands at Lathrop Phase 2 Area; and

WHEREAS, this Adequate Progress Finding is based on substantial evidence in the record, including the Annual Report of Progress provided by RD 2062 and its District Engineer, included as Attachment B to the October 12, 2020 staff report and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop, acting as the Land Use Agency as defined by State law, hereby adopts this Adequate Progress Finding pursuant to California Government Code Section 65962 based on substantial evidence in the record, including Attachment B to the October 12, 2020 staff report, that adequate progress towards providing a 200-year Urban Level of Flood Protection by the year 2025 for the River Islands at Lathrop Phase 2 is being made.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 12th day of October 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

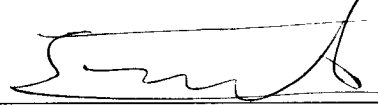
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

RD 2062



**RIVER ISLANDS AT LATHROP
PHASE 2**

**REPORT OF ADEQUATE PROGRESS
TOWARDS AN URBAN LEVEL OF FLOOD
PROTECTION**

AUGUST 2020

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Appendix B	Engineer's Response
Appendix C	Report by the Independent Panel of Experts
Appendix D	Engineer's Report



1. INTRODUCTION

In 2007, the California Legislature passed Senate Bill (SB) 5, which requires all cities and counties within the Sacramento-San Joaquin Valley to make findings related to an urban level of flood protection for lands within a flood hazard zone. The bill defines “urban level of flood protection” as the level of flood protection necessary to withstand a flooding event that has a 1-in-200 chance of occurring in any given year using criteria consistent with, or developed by, the Department of Water Resources (DWR). Furthermore, the SB 5 legislation required a city or county to demonstrate that there is an urban level of flood protection, impose conditions that will achieve the urban level of flood protection, or demonstrate adequate progress toward providing an urban level of flood protection, prior to making any land use decisions effective July 2016. In November 2013, DWR released guidelines for implementing the legislation titled, *Urban Level of Flood Protection Criteria (ULOP Criteria)*.

The River Islands at Lathrop (River Islands) project is a master planned community located within the limits of the City of Lathrop on Stewart Tract. Stewart Tract is an island in the Sacramento-San Joaquin Delta and is surrounded by federally authorized “Project” levees with Island Reclamation District 2062 (RD 2062) comprising the area north of the Union Pacific Railroad (UPRR) and Reclamation District 2107 (RD 2107) comprising the southern portion. The River Islands project area is coincident with the jurisdictional boundary of RD 2062 which serves as both the local maintaining agency for levees and the local flood management agency as defined by State law for the River Islands project area.

The River Islands project area is comprised of the Phase 1 and Phase 2 Areas. The Phase 1 Area is further delineated into the Stage 1 Area, Stage 2A Area, and the Stage 2B Area which are collectively bounded by the Phase 1 levee system (i.e., Perimeter Levee, Interior Levee, Cross Levee, Stage 2A Levee, and Stage 2B Levee) (Plate 1). The Phase 1 Area is subject to an Adequate Progress Finding (APF) made by the City of Lathrop initially in 2017. The Phase 2 area represents the remaining portion of the River Island development area, which is coincident with the area outside of the Phase 1 area and within the RD2062 boundary. The Phase 2 Area is bounded by the Phase 2 Levee and the interior portions of the Phase 1 levees (Plate 1).

The Phase 2 Area does not currently have an approved urban level of flood protection. Therefore, to support the continued development of the River Islands project, and in accordance with the ULOP Criteria, RD 2062 has prepared this report in order to support an APF by the City of Lathrop. To support this finding, Section *Substantial Evidence*, Subsection *EVD-3* of the ULOP Criteria requires that substantial evidence in the record include, at a minimum, the following:

- A report prepared by the local flood management agency demonstrating adequate progress as defined in California Government Code Section 65007(a). This document fulfills the aforementioned requirement.
- 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 an urban level of flood protection at the time when the flood protection system is completed. The *RD 2062, River Islands at Lathrop Phase 2 Levee System, Urban Level of Flood Protection Engineer’s Report, July 2020, Final (Engineer’s Report)*, which upon completion will support a future ULOP



Finding, has been included as Appendix D. The Professional Civil Engineer's certification is provided as Appendix A.

- } A report by an Independent Panel of Experts (IPE) on the review of the report prepared by the Professional Civil Engineer. Appendix C is the IPE's Report to support an APF.
- } A response by the Professional Civil Engineer to the comments from the IPE. Specific comment responses are included in the IPE's Report (Appendix C). A response by the Professional Civil Engineer to the IPE's report is provided as Appendix B.
- } The most recent annual report prepared by the local flood management agency that was submitted to the Central Valley Flood Protection Board (CVFPB) documenting the efforts in working toward completion of the flood protection system. This requirement is non-applicable because this document is the first report.
- } Any additional data and information that cities or counties use to make the finding.

1.1 PURPOSE OF REPORT

The ULOP Criteria requires a report be prepared by the local maintaining agency, in this case Reclamation District 2062, demonstrating adequate progress as defined below:

- } The total project scope, schedule, and cost of the completed flood protection system have been developed to meet the appropriate standard of protection.
- } Revenues that are sufficient to fund each year of the project schedule have been identified and, in any given year and consistent with that schedule, at least 90 percent of the revenues scheduled to be received by that year have been appropriated and are currently being expended. And, notwithstanding this, for any year in which state funding is not appropriated consistent with an agreement between a state agency and a local flood management agency, the CVFPB may find that the local flood management agency is making adequate progress in working toward the completion of the flood protection system.
- } Critical features of the flood protection system are under construction, and each critical feature is progressing as indicated by the actual expenditure of the construction budget funds.
- } The city or county has not been responsible for a significant delay in the completion of the system.
- } The local flood management agency shall provide the DWR and the CVFPB with the information sufficient to determine substantial completion of the required flood protection. The local flood management agency shall annually report to the CVFPB on the efforts in working toward completion of the flood protection system.

This report addresses each of these items in subsequent chapters.

2. SCOPE

The ULOP Criteria requires a scope of work for completion of the flood protection system. The specific structural actions necessary for the Phase 2 levees to meet ULDC and the procedural actions to



demonstrate this compliance are presented in the *Engineer's Report*. Whereas the *Engineer's Report* is a technical document identifying the specific actions required for the levee system, this report is a planning document and describes the efforts that will accomplish these actions. Additionally, there are procedural actions required to meet ULOP Criteria beyond what is presented in the *Engineer's Report*.

2.1 STRUCTURAL ACTIONS

In 2019, River Islands constructed the approximately 36,000 foot Phase 2 Levee. The levee ties in with the Phase 1, Stage 2B Levee, continues along the left bank of the Old River and along the right bank of Paradise Cut, until it terminates with the tie-in point with the Phase 1, Stage 1 Cross Levee (Plate 2). The levee embankments necessary to protect the Phase 2 Area have been constructed; however, additional structural actions are required to provide an urban level of flood protection, as described below.

PHASE 2 RELIEF WELLS

As part of the design of the Phase 2 levee, seepage analyses associated with the Paradise Cut Setback Levee indicate that underseepage mitigation will be necessary to achieve 200-year level of flood protection. This is primarily due to the proximity of the Main Drain, a stormwater canal, and its invert elevation being lower than the groundwater elevation and partially penetrating the surficial fine-grained blanket layer. Relief wells were selected by the design team as the preferred underseepage mitigation method. A line of 28 relief wells, spaced apart between 70 and 135 feet, is proposed between the Paradise Cut Setback Levee and the Main Drain, between approximate levee stations 46+00 to 71+00, to intercept flow during high water events and reduce the exit gradient within the Main Drain. Discharged water will be collected in a pipe and discharged into an interior lake. Construction will commence after review of the relief wells by the IPE.

SCOUR PREVENTION PROJECT

As part of the IPE review of the Phase 1 substantial evidence record, the IPE requested that River Islands evaluate the potential for erosion and scour failure of the Phase 1 Levees caused by failure of other embankments (i.e., the federal perimeter project levees and the UPRR embankment). This same concern applies to the Phase 2 levee and is therefore included as a structural action for the Phase 2 levee as well.

Design of the scour prevention projects was completed in 2020 and includes a series of landside fill embankments, i.e. "check dams", located between the Phase 1 and 2 levees and the federal project levees. The check dams will reduce the exposure time to erosive hydraulic shear stress on the landside of the interior levees in the event of breach along the federal project levee and/or the UPRR embankment. RD2062 has submitted an encroachment permit application to the CVFPB. Construction will begin once the permit has been issued.

2.2 RD 2062 O&M MODERNIZATION

The ULDC provides requirements to support a modern levee program. This includes ensuring robust operations and maintenance (O&M) practices and procedures are in place for urban levees. To this end,

RD 2062 will review its current O&M practices and procedures, and will revise its manual to reflect a modern levee program. This will include new and improved practices and procedures for inspecting encroachments and penetrations, mitigating burrowing rodent damage, managing vegetation, and implementing a security plan. It will also include a review of existing flood safety plans to ensure any plans in place meet ULDC.

This effort was already completed as part of certification efforts for Phase 1; therefore, the work completed for Phase 1 will be expanded to the Phase 2 Levee. Expected deliverables are:

- } Rodent Control and Abatement Program
- } Encroachment and Penetrations Inspection Logs
- } Erosion Inspection Log
- } Flood Relief Cut Plan
- } Security Plan
- } Flood Safety Plan

2.3 RD 2062 RIGHT-OF-WAY ACQUISITION

The ULDC requires fee title or an easement for the entire levee prism extending to a minimum of 20 feet beyond the landside toe of the flood protection system for access and inspection. Furthermore, waterward of the levee prism, where there is sufficient area to do so without resulting in the loss of sensitive riparian habitat, ULDC encourages a 15-foot-wide zone.

River Islands has transferred lands rights to RD 2062 for the entire embankment and 20 feet from the levee toes. Following completion of the ULDC evaluation, the right-of-way will be reviewed to determine if sufficient rights have been transferred. If additional rights are needed, River Islands will provide those.

2.4 DEVELOPMENT OF THE SUBSTANTIAL EVIDENCE RECORD

Although the Phase 2 levee will meet ULDC, there is a considerable amount of effort involved in developing the substantial evidence record needed to demonstrate this fact. Individual memoranda, reports, and other documents, upon their completion, will be compiled to form the foundation of the substantial evidence record. RD 2062 will then prepare an *Engineer's Report*, which summarizes the compliance of the Phase 2 levees with the ULDC. The substantial evidence record, including the *Engineer's Report*, will be reviewed by the IPE. The IPE's review will be documented in a report, and subsequently, added to the substantial evidence record. The certifying engineer will then prepare a response to the IPE's review.

Expected deliverables for the Phase 2 Levee are:

- } Water surface elevations technical memorandum
- } Minimum top of levee evaluation memorandum
- } Geotechnical evaluation report
- } Scour evaluation memorandum



- } Levee Loading evaluation memorandum
- } Wind setup and wave runup evaluation report
- } Real estate deeds
- } RD 2062 Updated O&M Manual (i.e., O&M Modernization documents)
- } Phase 2 Urban Level of Flood Protection Engineer's Report
- } Phase 2 Urban Level of Flood Protection IPE's report

2.5 ULOP CRITERIA PROCEDURAL ACTIONS

Finally, in addition to the structural and procedural actions required to meet ULDC and described above, there also remains several procedural actions required to support a future ULOP Finding:

- } RD 2062 adoption of the ULDC certification package comprised of:
 - a. Engineer's Certification
 - b. Engineer's Report
 - c. IPE report
 - d. Engineer's Response
- } RD 2062 transmittal of the ULDC certification package to the City of Lathrop
- } City of Lathrop preparation of the ULOP Finding
- } City of Lathrop adoption of ULOP Finding

3. SCHEDULE

The required actions identified in the Engineer's Report, which are being accomplished through the aforementioned efforts, are anticipated to be completed within one to two years (Table 1). Some of the efforts will be conducted concurrently, while other efforts will be staggered.

Table 1. Project Schedule

ACTION	ESTIMATED START	ESTIMATED COMPLETION
Phase 2 Relief Wells - Design	Underway	2021
Phase 2 Relief Wells - Construction	2021	2021
Scour Prevention Project (Check Dams) – Design and Permitting	Underway	2020
Scour Prevention Project (Check Dams) – Construction	2021	2022
RD 2062 O&M Modernization	Underway	2021
RD 2062 Transfer of Real Estate Rights for Phase 2 Levee	Underway	2021
Development of the Substantial Evidence Record	Underway	2021
ULOP Criteria Procedural Actions	2021	2021



Table 2 presents the status of compliance for each criterion, by levee. Both **Table 1** and **Table 2** will be updated annually as part of the annual report.

Table 2. Status of Compliance With ULDC

ULDC	CURRENT STATUS	ESTIMATED COMPLETION DATE
7.1 DESIGN WATER SURFACE	🕒	2020
7.2 MINIMUM TOP OF LEVEE	🕒	2021
7.3 SOIL SAMPLING, TESTING, AND LOGGING	🕒	2021
7.4 SLOPE STABILITY	🕒	2021
7.5 UNDERSEEPAGE	🕒	2021
7.6 LEVEE LOADING	🕒	2021
7.7 SEISMIC VULNERABILITY	🕒	2021
7.8 LEVEE GEOMETRY	🕒	2021
7.9 INTERFACES AND TRANSITIONS	🕒	2021
7.10 EROSION	🕒	2022
7.11 RIGHT-OF-WAY	🕒	2021
7.12 ENCROACHMENTS	🕒	2021
7.13 PENETRATIONS	🕒	2021
7.14 FLOODWALLS, RETAINING WALLS, AND CLOSURE STRUCTURES	🕒	2021
7.15 ANIMAL BURROWS	🕒	2021
7.16 LEVEE VEGETATION	🕒	2021
7.17 WIND SETUP AND WAVE RUNUP	🕒	2021
7.18 SECURITY	🕒	2021
7.19 SEA LEVEL RISE	🕒	2021
7.20 EMERGENCY ACTIONS	🕒	2021

- 🕒 In-Progress. Evaluations underway and construction required.
- 🕒 In-Progress. Development of the substantial evidence record underway.
- 🕒 In-Progress. IPE Review remaining.



4. COST AND REVENUES

Costs and revenues for efforts required to meet ULDC are described below. The cost of ULOP Criteria Procedural Actions are not included in this chapter as these tasks would be accomplished as part of the regular course of business for RD 2062 and City of Lathrop.

4.1 STRUCTURAL ACTIONS

The Phase 2 Levee Project is funded by the project developer, River Islands Development, LLC (RID). RID issued Community Facilities District bonds and has available the funds to implement the remaining structural actions. The relief wells are estimated to cost \$50,000, and the scour prevention project is estimated to cost \$75,000.

4.2 RD 2062 EFFORTS

Upon completion of the structural actions, the remaining efforts are primarily in developing the substantial evidence record to support certification of the levee system and ensuring a modern O&M program is in place for the new levee system. RD 2062 will accomplish these tasks using funds obtained through its annual assessment and/or through funds provided by RID. Progress on the RD 2062 O&M Modernization effort and the development of the substantial evidence record will not be tracked by costs and expenditures, but instead through production of deliverables such as technical memoranda, updated O&M Manual chapters, plans, etc. High level cost estimates for performing the work are:

- RD 2062 O&M Modernization: \$25,000
- Right-of-Way Acquisition: \$0.00. Costs associated with the real estate acquisition are borne by River Islands who is transferring the real estate at no cost to RD 2062.
- Development of the Substantial Evidence Record: \$1,000,000

5. ANNUAL REPORTING

As required by ULOP Criteria, RD 2062 will report on its progress in providing an urban level of flood protection on an annual basis to the CVFPB. The progress reports will include an update to the scope of work, schedule, and the cost and revenues.

APPENDICES

Appendix A	Engineer's Certification
Appendix B	Engineer's Response
Appendix C	Report by the Independent Panel of Experts
Appendix D	Engineer's Report





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

ANGUS NORMAN MURRAY
 1913-1985

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

CERTIFICATION

This certification is provided to the City of Lathrop, River Islands at Lathrop, and Reclamation District (RD) 2062 for the sole purpose of supporting an Adequate Progress Finding (APF). This certification is made in accordance with the requirements, definitions, and descriptions in the State of California Department of Water Resources' (DWR) *Urban Level of Flood Protection Criteria* (November 2013), Section 2, Subsection EVD-3 and *Urban Levee Design Criteria* (ULDC) (May 2012), Section 7.0 *Urban Levee Design Criteria*.

All information, calculations, definitions, descriptions, restrictions, limitations, or other pertinent data contained or referenced in this document form the basis of this certification. This certification does not constitute a warranty or guarantee of performance, expressed or implied. This certification is made with respect to the River Islands at Lathrop Phase 2 Levee (Levee), as described in the *Reclamation District 2062, River Islands at Lathrop Phase 2 Levee, Adequate Progress Towards an Urban Level of Flood Protection Engineer's Report, August 2020* (Engineer's Report).

Limits and Conditions of This Certification

This certification shall expire or become invalid at the earliest time any of the following conditions are met:

- } A certification of an urban level of flood protection for the Levees.
- } Integrity of the Levee has degraded to the point that the identified actions will not be adequate to provide an urban level of flood protection, as determined by me, or a duly qualified designated successor.
- } Discovery of any substantive defect in the condition of any component of the Levee that was not known at the time this certification was made, and which materially affects the Levee's ability to provide protection relative to the 0.5 percent annual flood, as determined by me, or a duly qualified designated successor.

Certification Statement

At the request of RD 2062, as supported by the information contained and referenced within the Engineer's Report, this is to certify the following:

- } *Certification of Data and Information* – The data and information presented in this report are accurate to the best of my knowledge.

- } *Certification of Analysis* – To the best of my knowledge, the analyses conducted were performed in accordance with DWR's ULDC and/or sound engineering practices, in a manner consistent with the degree of skill and care ordinarily exercised by members of the civil engineering profession currently practicing in the same locality under similar conditions.

I, Richard Reinhardt, PE, a professional registered civil engineer in the State of California, certify that the aforementioned levee system, as described in the *Reclamation District 2062, River Islands at Lathrop, Phase 2 Levee, Adequate Progress Towards an Urban Level of Flood Protection Engineer's Report, August 2020* will provide an urban level of flood protection upon completion of the substantial evidence record.



Date: August 15, 2020



ENGINEER'S RESPONSE TO

INDEPENDENT PANEL OF EXPERTS REPORT ON THE REVIEW OF
*RIVER ISLANDS AT LATHROP, PHASE 2 LEVEE, ADEQUATE
 PROGRESS TOWARDS AN URBAN LEVEL OF FLOOD PROTECTION,
 ENGINEER'S REPORT*, DATED AUGUST 2020, PREPARED BY
 RECLAMATION DISTRICT 2062

PREPARED BY: RICHARD G. REINHARDT, P.E.

SEPTEMBER 4, 2020

Reclamation District 2062 issued its final *River Islands at Lathrop, Phase 2 Levee, Adequate Progress Towards an Urban Level of Flood Protection, Engineer's Report* (Engineer's Report) in August 2020. Subsequently, the RD 2062 Urban Level of Flood Protection Independent Panel of Experts (IPE) reviewed the Engineer's Report and issued its own report (Letter, Subject: *River Islands at Lathrop, Phase 2 Levee, Adequate Progress Towards an Urban Level of Flood Protection, Independent Panel of Experts' Review of Engineer's Report*) on their review on September 3, 2020. State of California, Department of Water Resources' Urban Level of Flood Protection Criteria requires a response by the Engineer to the IPE's report.

After review of the IPE's report, I concur with the IPE's opinion indicating the Engineer's Report documents the criteria, evaluations, and construction that will be implemented to provide an urban level of flood protection and does not provide substantial evidence that an urban level of flood protection currently exists. In addition to the IPE's report, the IPE provided non-substantive, but valuable comments that were considered and incorporated as appropriate. In support of the APF, there are no outstanding or unresolved comments from the IPE.

Signed,

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 MBK Engineers



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September 3, 2020

Ms. Susan Dell'Osso, President
Reclamation District 2062
73 West Stewart Road
Lathrop, CA 95330

**Subject: River Islands at Lathrop, Phase 2 Levee
Adequate Progress towards an Urban Level of Flood Protection
Independent Panel of Experts' Review of Engineer's Report**

Dear Ms. Dell'Osso:

Introduction

This letter serves as the Independent Panel of Experts' (IPE) report on the review of the Reclamation District (RD) 2062, *River Islands at Lathrop Phase 2 Levee, Adequate Progress Towards an Urban Level of Flood Protection Engineer's Report, August 2020* (Engineer's Report) for levees protecting the Phase 2 development area of River Islands on Stewart Tract. The Engineer's Report was prepared by MBK Engineers.

Phase 2 consists of an extension of the Phase 1 Old River setback levee, the Paradise Cut setback levee, and an extension of the Phase 1 Cross levee. These levee segments are for an additional ring levee cell within the interior of Stewart Tract that is adjacent to the Phase 1 ring levee system previously constructed in Stewart Tract. Together with the Phase 1 Stages 1, 2A, and 2B levees, these additional levee segments surround and protect the Phase 2 development area of Stewart Tract (see Figure 1). The Phase 2 levee portion of Stewart Tract is part of the Sacramento-San Joaquin Delta and part of the City of Lathrop in San Joaquin County, California.

The intent of the Phase 2 Engineer's Report is to demonstrate by substantial evidence in the record that a 200-year Urban Level of Flood Protection (ULOP) will exist within the Phase 2 development area if all of the actions outlined in the Engineer's Report are completed. Specifically, the purpose of the Engineer's Report is to document the work completed to date and identify what additional work might need to be completed to assure that the 200-year ULOP will exist no later than 2025. The Phase 1 Stages 1, 2A, and 2B levee systems were previously constructed and were the subject of a previous Adequate Progress Finding (APF) by the City of Lathrop in 2017. The Phase 2 levee segments have now also been constructed. The Phase 2 Engineer's Report will be used to support an APF to be made by the City of Lathrop that the Phase 2 levee system is making adequate progress towards a 200-year ULOP. Both the Phase 1 and the Phase 2 levee systems are necessary to provide a 200-year ULOP for the Phase 2 development area.

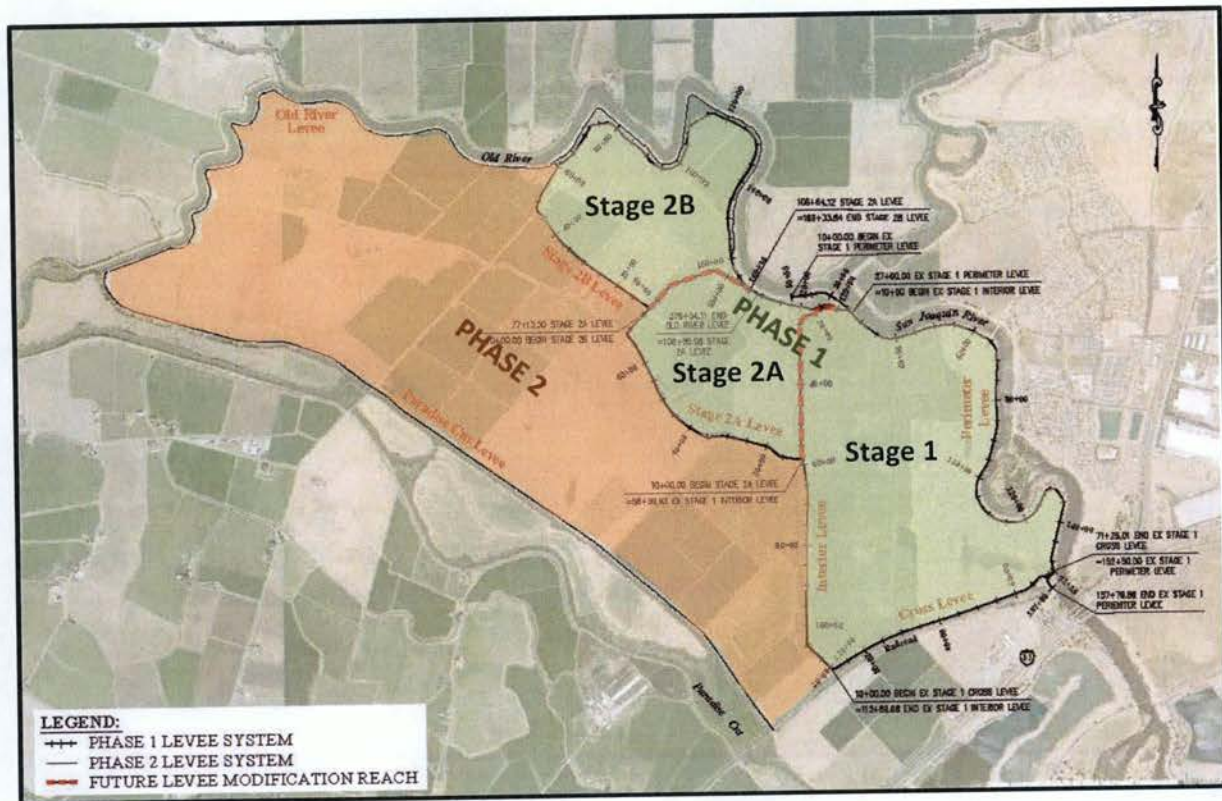


Figure 1: River Islands at Lathrop - Phases 1 and 2 Development Areas (adapted from MBK, 2016)

A review of the Engineer’s Report by the IPE and a letter of concurrence from the IPE is typically required in order to complete the APF. The IPE previously reviewed the Engineer’s Reports and other supporting documents for the Stage 1 portion of the Phase 1 development area and documented its conclusions in a May 9, 2016 report. The IPE also previously reviewed the Engineer’s Reports and other supporting documents for the Stages 2A and 2B portions of the Phase 1 development area and documented its conclusions in a January 28, 2017 report. In both reviews, the IPE concurred at the time that there was substantial evidence in the record that the levee systems will meet a 200-year ULOP if all of the actions outlined in the Engineer’s Reports were completed.

Purpose of Review

Senate Bill 5, enacted in 2007, requires cities and counties within the Sacramento-San Joaquin Valley to make a finding related to the Urban Level of Flood Protection criteria before approving certain land-use decisions within a flood basin. The finding can be either a finding that the levee system **provides** an Urban Level of Flood Protection, or a finding that **adequate progress** is being made towards providing an Urban Level of Flood Protection. In this case, the IPE is being asked to review an Engineer’s Report for the River Islands Phase 2 levee system in support of an APF. The technical criteria associated with an Urban Level of Flood Protection and what is

required for substantial evidence in the record to support an APF are contained in the following two documents:

1. Urban Levee Design Criteria (ULDC) – published by the Department of Water Resources (DWR) in May 2012, this document provides the engineering criteria and guidance for the design, evaluation, operation, and maintenance of levees and floodwalls that provide a 200-year Urban Level of Flood Protection. It outlines 20 technical areas associated with levee integrity and the evaluations needed to assure an Urban Level of Flood Protection:
 - ❖ Section 7.1 - Design Water Surface Elevation
 - ❖ Section 7.2 - Minimum Top of Levee
 - ❖ Section 7.3 - Soil Sampling, Testing, and Logging
 - ❖ Section 7.4 - Slope Stability for Intermittently Loaded Levees
 - ❖ Section 7.5 - Underseepage for Intermittently Loaded Levees
 - ❖ Section 7.6 - Frequently Loaded Levees
 - ❖ Section 7.7 - Seismic Vulnerability
 - ❖ Section 7.8 - Levee Geometry
 - ❖ Section 7.9 - Interfaces and Transitions
 - ❖ Section 7.10 - Erosion
 - ❖ Section 7.11 - Right-of-Way
 - ❖ Section 7.12 - Encroachments
 - ❖ Section 7.13 - Penetrations
 - ❖ Section 7.14 - Floodwalls, Retaining Walls, and Closure Structures
 - ❖ Section 7.15 - Animal Burrows
 - ❖ Section 7.16 - Levee Vegetation
 - ❖ Section 7.17 - Wind Setup and Wave Runup
 - ❖ Section 7.18 - Security
 - ❖ Section 7.19 - Sea Level Rise
 - ❖ Section 7.20 - Emergency Actions

2. Urban Level of Flood Protection (ULOP) Criteria – published in November 2013 by DWR, this document describes the procedures for making findings, including the processes for having substantial evidence in the record to make an APF.

To support an APF, the ULOP Criteria includes the following requirements:

“EVD-3: Substantial evidence in the record to support a finding related to an urban level of flood protection based on adequate progress on the construction of a flood protection system shall include the following, at a minimum:

- *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 an urban level of flood protection at the time when the flood protection system is completed.*
- *A report by an Independent Panel of Experts on the review of the report prepared by the Professional Civil Engineer.*

- *A response by the Professional Civil Engineer to the comments from the Independent Panel of Experts.*"

The ULOP EVD-3 Criteria has other requirements as well, but the subject of this report by the IPE pertains to the second bullet outlined above. Under Section 3.0, Other Considerations, the ULOP Criteria also states:

"The report prepared by a Professional Civil Engineer registered in California should provide the following information as evidence that an urban level of flood protection exists or will exist for the area under consideration:

- *A list of the flood management facilities utilized in providing an urban level of flood protection, including, but not limited to, SPFC facilities.*
- *The location of the flood management facilities utilized in providing an urban level of flood protection.*
- *The entities that operate and maintain the flood management facilities utilized in providing an urban level of flood protection.*
- *A list of, and consideration of, reports, evaluations, inspections, and performance history of the flood management facilities utilized in providing an urban level of flood protection since the previous finding, if any, was made.*
- *The response to the Independent Panel of Experts."*

Also under Section 3.0, Other Considerations, the ULOP Criteria states:

"The report by an Independent Panel of Experts should consider the assertions made in the Professional Civil Engineer's report and determine whether:

- *An urban level of flood protection from the identified sources of flooding exists or will exist for the area under consideration, or*
- *The subject flood management facilities meet the Urban Levee Design Criteria (DWR, 2012).*

If the panel does not concur with the assertions made in the Professional Civil Engineer's report, the report by the Independent Panel of Experts should state the reason(s) for not concurring."

Composition of the IPE

The ULOP Criteria requires an IPE review of the Engineer's Report when flood management facilities and procedures are relied upon to provide an Urban Level of Flood Protection. As described in ULOP Criteria EVD-5, the ULOP Criteria requires a panel of at least three experts with different expertise, including at least one with expertise in hydrology and hydraulics, and at least two with expertise in design and construction of flood management facilities relevant to those under review, in this case, levee systems protecting urbanized areas. This IPE is comprised of Mr. Raymond Costa and Dr. Leslie F. Harder, both of whom have expertise in the design and

construction of levees and other flood management facilities, and Dr. David T. Williams who has expertise in hydrology and hydraulics.

Current IPE Review of the Engineer's Report for the Phase 2 Levee Systems

The IPE reviewed the Engineer's Report, dated August 2020, prepared by MBK Engineers. In addition, the IPE has also received two interim reports prepared by ENGE0. These reports include a ULOP Evaluation Summary of Services dated July 23, 2020 and Testing and Observation Services During Levee Construction dated December 20, 2019. No technical analyses have been included in these reports.

The IPE makes the following observations with regard to the August 2020 Engineer's Report prepared by MBK Engineers in meeting the requirements for an APF for an Urban Level of Flood Protection:

1. The Engineer's Report has been prepared under the direction of a licensed Civil Engineer in the State of California, Mr. Richard G. Reinhardt, PE, who has provided a Certification Statement stating that the Phase 2 levees will provide an Urban Level of Flood Protection upon completion of the actions identified in the Engineer's Report. Mr. Reinhardt has signed and stamped the Certification Statement (see Attachment 1).
2. The Engineer's Report has prepared a complete list of the flood management facilities subject to this finding, namely the Phase 2 levee system.
3. The Engineer's Report defines and describes the flood protection facilities, and their locations.
4. The Engineer's Report identifies the local maintaining agencies that operate and maintain the flood management facilities that will be utilized in providing an Urban Level of Flood Protection, namely Reclamation District 2062.
5. The Engineer's Report demonstrates a clear understanding of the requirements of DWR's ULDC and what is needed for the Phase 2 levee system to meet these requirements.

In addition, MBK Engineers and other members of the River Islands Team have previously provided substantial evidence in the record that it fully understands the requirements of DWR's ULDC in addressing the APF for the Phase 1 Stages 1, 2A, and 2B levee system.

It is important to note that, other than the current Engineer's Report, no specific documentation regarding the engineering analyses, evaluations, or construction documentation have yet been provided for Phase 2 levee system for IPE review. Such information has also not yet been provided to the IPE for the Phase 1 Stages 2A and 2B levee systems, which also contribute to eventually providing a 200-year ULOP for the area protected by the Phase 2 levees. For both sets of levee systems, the Engineer's Reports simply documents the criteria, evaluations, and construction that *will be implemented* to support a 200-year ULOP for these levees. For the Phase 2 levee system, the Engineer's Report concludes that *none* of ULDC criteria are currently met for the Phase 2 levee system, in part because none of the engineering analyses, evaluations, and related documentation has been reviewed by the IPE. Thus, there remains a significant amount

of work, analyses, construction, and documentation to be done before a full finding that a 200-year ULOP exists can be made. This statement applies to both the Phase 1 and Phase 2 levees. Nevertheless, the IPE believes the Engineer's Report satisfies the requirements for an ULOP APF.

The IPE also wishes to state clearly that while the Phase 2 levee system has already been constructed, additional structural actions may need to be made to this levee system if it is found that the constructed features cannot be fully documented and shown to meet ULDC criteria. The Engineer's Report already describes the need for adding relief wells to the constructed Phase 2 Paradise Cut Setback Levee in order to meet underseepage criteria. There may need to be additional measures added to meet ULDC criteria once the evaluations have been fully developed, documented, and reviewed. In addition, there may be a need to purchase additional right-of-way for the additional measures and facilities that may need to be added. This should be recognized and acknowledged in the Engineer's Report.

The IPE also provided several comments informally to MBK Engineers on the Engineer's Report. These comments do not affect our finding and were provided as recommendations to improve the clarity of the Engineer's Report.

Conclusion of the IPE

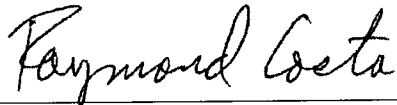
The IPE has reviewed the August 2020 Engineer's Report and the Engineer's Certification and concurs that there is substantial evidence in the record demonstrating that the River Islands Phase 2 levee system will provide an Urban Level of Flood Protection upon completion of the evaluations and construction of any additional measures such as relief wells needed to meet ULDC criteria. The Engineer's Report provides documentation of an understanding of the ULDC criteria and types of measures and efforts necessary to meet the criteria.

Ms. Susan Dell'Osso, President RD 2062

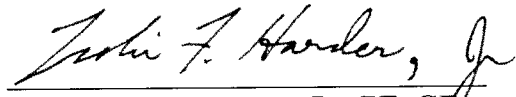
September 3, 2020

Respectfully submitted,

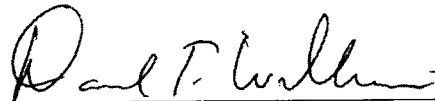
RIVER ISLANDS IPE TEAM MEMBERS



Mr. Raymond Costa, PE, GE



Dr. Leslie F. Harder, Jr., PE, GE



Dr. David T. Williams, PE, PH, CFM, DWRE

Attachments:

- 1) Certification Statement from Ric Reinhardt, MBK Engineers, dated August 15, 2020

Attachment 1:

**Certification Statement from Richard Reinhardt, MBK
Engineers,**

Dated: August 15, 2020



GILBERT COSIO, JR., P.E.
 MARC VAN CAMP, P.E.
 WALTER BOUREZ, III, P.E.
 RIC REINHARDT, P.E.
 DON TRIEU, P.E.
 DARREN C. ORDOVA, P.E.
 NATHAN HERMESHY, P.E., P.L.S.
 LET G. BERGETLD, P.E.
 BEN DUNSTON, P.E.
 THOMAS ENGLER, P.E., CFM
 MICHAEL MONCRIEF, P.E.

ANGUS NORMAN MERRAY
 1913-1985

CONSULTANTS:
 JOSEPH J. BURSS, P.E.
 DONALD E. KIENLEN, P.E.

CERTIFICATION

This certification is provided to the City of Lathrop, River Islands at Lathrop, and Reclamation District (RD) 2062 for the sole purpose of supporting an Adequate Progress Finding (APF). This certification is made in accordance with the requirements, definitions, and descriptions in the State of California Department of Water Resources' (DWR) *Urban Level of Flood Protection Criteria* (November 2013), Section 2, Subsection *EVD-3* and *Urban Levee Design Criteria* (ULDC) (May 2012), Section 7.0 *Urban Levee Design Criteria*.

All information, calculations, definitions, descriptions, restrictions, limitations, or other pertinent data contained or referenced in this document form the basis of this certification. This certification does not constitute a warranty or guarantee of performance, expressed or implied. This certification is made with respect to the River Islands at Lathrop Phase 2 Levee (Levee), as described in the *Reclamation District 2062, River Islands at Lathrop Phase 2 Levee, Adequate Progress Towards an Urban Level of Flood Protection Engineer's Report, August 2020* (Engineer's Report).

Limits and Conditions of This Certification

This certification shall expire or become invalid at the earliest time any of the following conditions are met:

- } A certification of an urban level of flood protection for the Levees.
- } Integrity of the Levee has degraded to the point that the identified actions will not be adequate to provide an urban level of flood protection, as determined by me, or a duly qualified designated successor.
- } Discovery of any substantive defect in the condition of any component of the Levee that was not known at the time this certification was made, and which materially affects the Levee's ability to provide protection relative to the 0.5 percent annual flood, as determined by me, or a duly qualified designated successor.

Continued on next page

MBK Certification River Islands Phase 2 Levee

Certification Statement

At the request of RD 2062, as supported by the information contained and referenced within the Engineer's Report, this is to certify the following:

- } *Certification of Data and Information* – The data and information presented in this report are accurate to the best of my knowledge.

- } *Certification of Analysis* – To the best of my knowledge, the analyses conducted were performed in accordance with DWR's ULDC and/or sound engineering practices, in a manner consistent with the degree of skill and care ordinarily exercised by members of the civil engineering profession currently practicing in the same locality under similar conditions.

I, Richard Reinhardt, PE, a professional registered civil engineer in the State of California, certify that the aforementioned levee system, as described in the *Reclamation District 2062, River Islands at Lathrop, Phase 2 Levee, Adequate Progress Towards an Urban Level of Flood Protection Engineer's Report, August 2020* will provide an urban level of flood protection upon completion of the substantial evidence record.



Date: August 15, 2020

RD 2062



**RIVER ISLANDS AT LATHROP
PHASE 2 LEVEE**

**ADEQUATE PROGRESS TOWARDS AN URBAN
LEVEL OF FLOOD PROTECTION**

ENGINEER'S REPORT

AUGUST 2020

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ACRONYMS AND ABBREVIATIONS

APF	Adequate Progress Finding
DWR	California Department of Water Resources
DWSE	Design Water Surface Elevation
ETL	Engineering Technical Letter
FEMA	Federal Emergency Management Agency
H:V	horizontal-to-vertical ratio
HTOL	Hydraulic Top of Levee
IPE	Independent Panel of Experts
LSJR Model	Lower San Joaquin River HEC-RAS Model
MBK	MBK Engineers
MTOL	Minimum Top of Levee
O&M	operation and maintenance
pcf	pounds per cubic foot
RD	Reclamation District
SB	Senate Bill
SOP	Standard Operating Procedure
SPFC	State Plan of Flood Control
SPK	Sacramento District (USACE)
ULDC	Urban Levee Design Criteria
ULOP Finding	Urban Level of Flood Protection Finding
ULOP Criteria	Urban Level of Flood Protection Criteria
UPRR	Union Pacific Railroad
USACE	U.S. Army Corps of Engineers
WSE	water surface elevation



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1.0 INTRODUCTION

In 2007, the California State Legislature passed Senate Bill (SB) 5, which requires all cities and counties within the Sacramento-San Joaquin Valley, to make findings related to an urban level of flood protection for urban and urbanizing lands within a flood hazard zone. The bill defined an “urban level of flood protection” as the level of flood protection necessary to withstand flooding that has a 1-in-200 chance of occurring in any given year, using criteria consistent with, or developed by, the California Department of Water Resources (DWR). The Urban Level of Flood Protection Criteria (ULOP Criteria) implementation guidance, issued by the State of California in November 2013, requires that these findings be based on substantial evidence in the record.

In making an Adequate Progress Finding (APF), ULOP Criteria, Section Substantial Evidence, Subsection EVD-3 requires that the substantial evidence 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 an urban level of flood protection at the time when the flood protection system is completed.” Furthermore, the ULOP Criteria indicates that the Engineer’s Report should include the following:

- ⌋ A list of the flood management facilities, including, but not limited to, State Plan of Flood Control (SPFC) facilities
- ⌋ The location of the flood management facilities
- ⌋ The entities that operate and maintain the flood management facilities
- ⌋ A list of, and consideration of, reports, evaluations, inspections, and performance history of the flood management facilities.

RD 2062 has prepared a separate report, titled *River Islands at Lathrop, Phase 2 Area, Report of Adequate Progress Towards an Urban Level of Flood Protection*, commonly referred to as the “Adequate Progress Finding Report” or “APF Report”, that identifies the scope, schedule, and costs for demonstrating an urban level of flood protection.

RD 2062 has prepared this Engineer’s Report to provide substantial evidence that the Phase 2 Levee will be able to withstand flooding from a 1-in-200-year flood event upon completion of structural and procedural requirements, in accordance with the State of California’s Urban Levee Design Criteria (ULDC), issued in May 2012. This Engineer’s Report evaluates the structural flood control facilities, and their associated non-structural components (e.g., security plan, encroachment remediation plan). This document does not evaluate protection from the 1-in-100-year flood event for purposes of accreditation by the Federal Emergency Management Agency (FEMA).

The River Islands at Lathrop Project is located on Stewart Tract in the southwestern portion of Lathrop, California, in San Joaquin County (Figure 1). The project area is situated entirely within the boundaries of Island Reclamation District 2062 (RD2062). Land development is occurring in phases and levee design and construction has occurred in advance of each phase of the project.



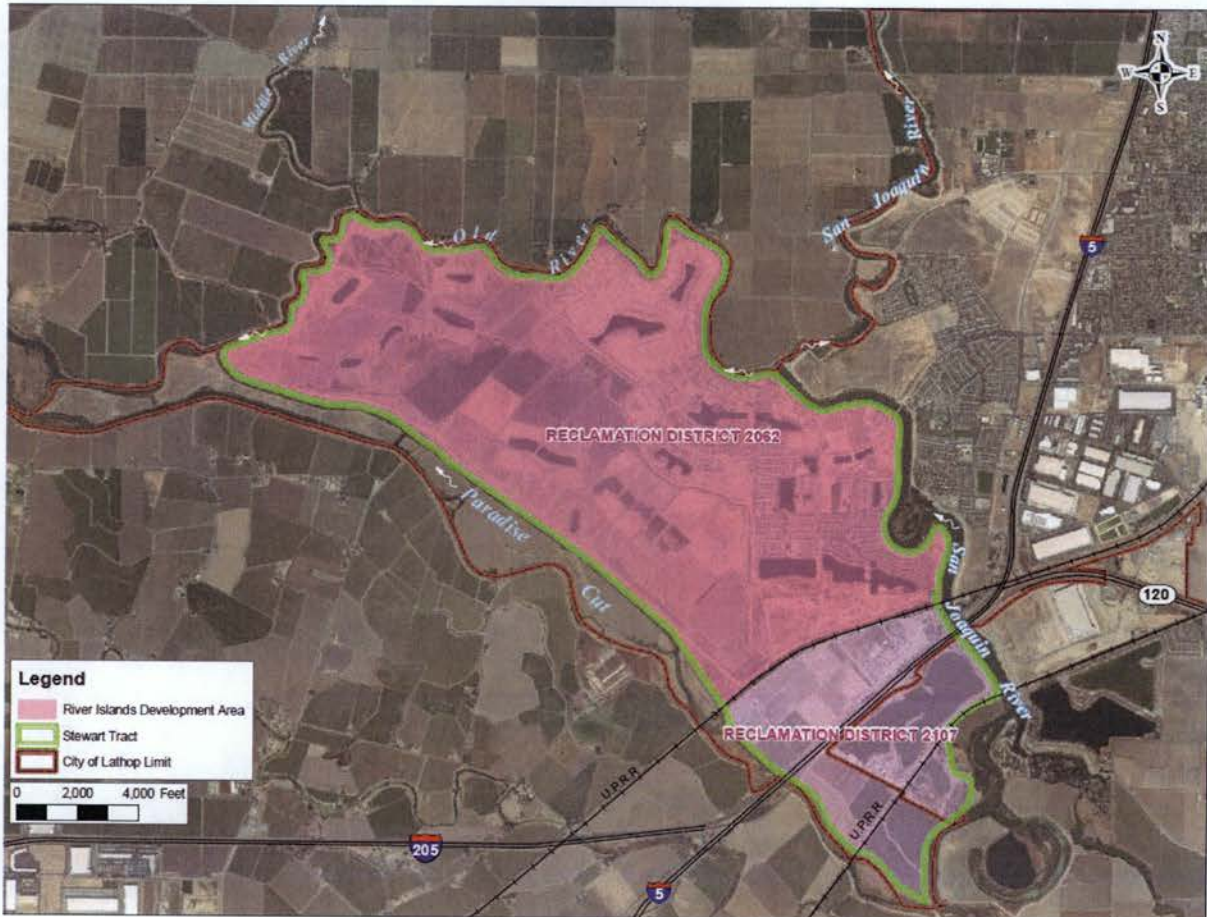


Figure 1. Reclamation District 2062

The City of Lathrop (City) made an initial Adequate Progress Findings (APF) for the River Islands at Lathrop Project Phase 1-Stage 1 Area in 2016 and the entire Phase 1 Area (Stage 1, Stage 2A, and 2B Areas) in 2017 based on certification by Reclamation District (RD) 2062 that the Phase 1 Levee System would provide an urban level of flood protection upon completion of the procedural requirements in the ULOP Criteria (see references in Section 5.0). Subsequently, River Islands constructed a new levee, the Phase 2 Levee, in the summer of 2019 which was designed to protect against the 200-year event (Figure 1. Reclamation District 2062).

The City now intends to adopt an APF for the Phase 2 Area (Figure 2).

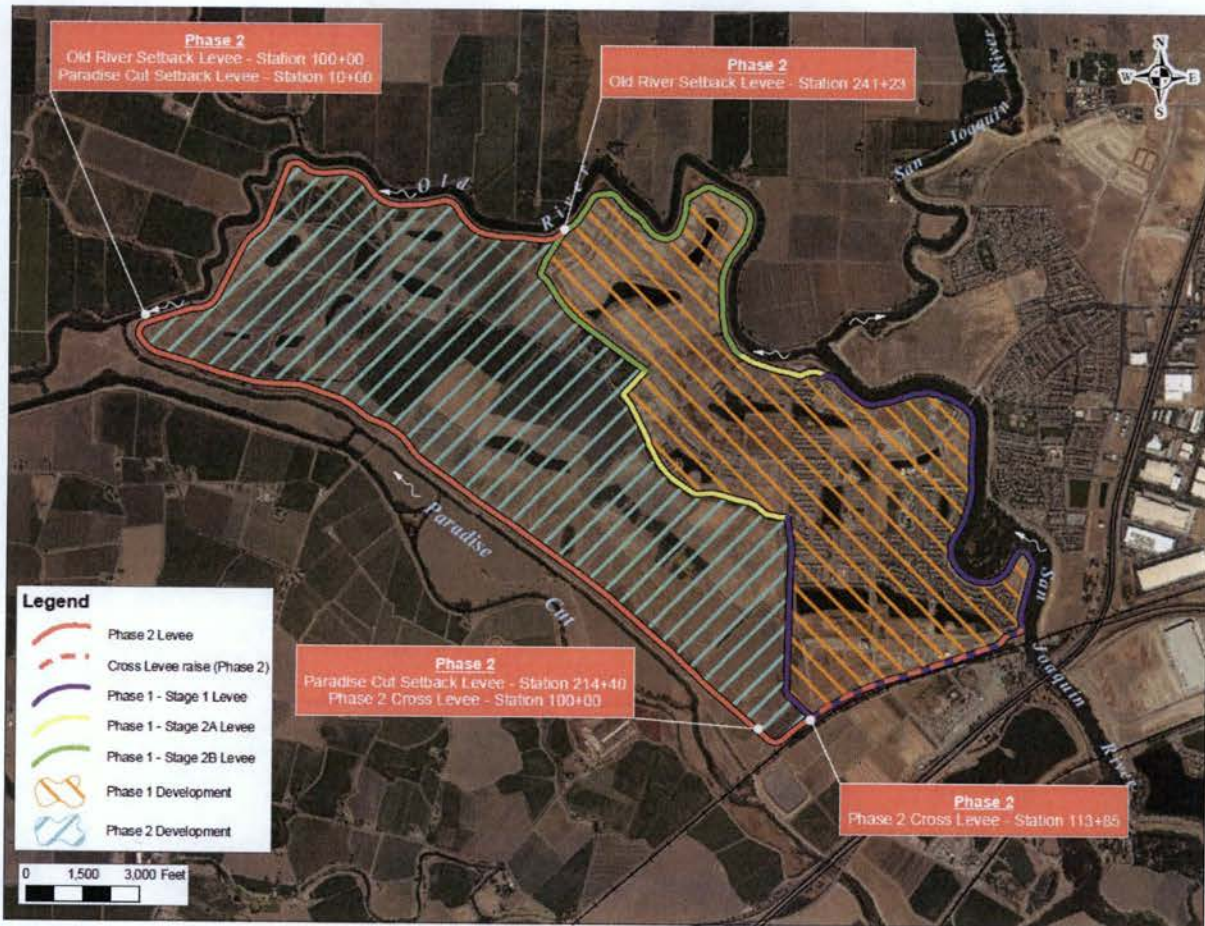


Figure 2. Phase 1 and Phase 2 Levees

REPORT PURPOSE AND ORGANIZATION

The purpose of this engineer's report is to present the required information listed above, and to describe the current status of the levee system's compliance with the ULDC. Because the City is amending the Phase 1 Area APF, this report only discusses the Phase 2 Levee. This report relies on other documents, reports, analyses, and evaluations to comprise the substantial evidence record in support of an APF. In particular, this report relies heavily, and hereby incorporates by reference, the substantial evidence record presented in the River Islands at Lathrop Phase 1 Stage 1 (Reclamation District 2062, 2016) and Phase 1 Stages 2A and 2B Engineer's Reports (Reclamation District 2062, 2017).

This report provides a description of the flood system in Section 2.0 and each individual ULDC is discussed in Section 3.0. Section 4.0 describes the outstanding actions that require resolution to provide an urban level of flood protection.

REVIEW BY AN INDEPENDENT PANEL OF EXPERTS

The ULOP Criteria (Section Substantial Evidence, Subsection EVD-5), requires a review by an Independent Panel of Experts (IPE) when flood management facilities are relied upon to provide an urban level of flood protection. The River Islands at Lathrop IPE is comprised of Dr. Les Harder and Mr. Ray Costa, both of whom have expertise in the design and construction of levees and other flood management facilities, and Dr. David Williams who has expertise in hydrology and hydraulics.

The IPE has been heavily engaged in the River Islands at Lathrop project since before 2014. Their engagement has focused on ensuring that levees designed and constructed by River Islands not only meet ULDC but provide a robust and resilient system. This includes their participation in the two prior APFs. Their previous reviews are documented in the APF packages included in the references provided in Section 5.

Following the IPE's review of this Engineer's Report, the IPE will prepare its own report, and the Engineer will prepare a response to the IPE's report. The IPE's report and the Engineer's Response are separate documents that will support the APF.



2.0 DESCRIPTION OF FLOOD MANAGEMENT FACILITIES

The River Islands at Lathrop project is a master planned community located within the limits of the City of Lathrop on Stewart Tract. The island is comprised of two sections, delineated by the Union Pacific Railroad (UPRR) embankment located west of Interstate 5, which coincides with the jurisdictional boundary between RD 2062 and RD 2107 (Figure 1). RD 2062 can be further delineated into the Phase 1 and Phase 2 Areas of the River Islands at Lathrop development (Figure 2). RD2062 maintains both the Federal and non-Federal levees within its jurisdictional boundary.

The Phase 1 area is bounded by the Stage 1 Levees (i.e., Perimeter Levee, Interior Levee, and Cross Levee), Stage 2A Levee, and Stage 2B Levee. The Phase 2 area is bounded by both the Phase 2 Levee and portions of the Phase 1 levee system (Figure 2). Because portions of the Phase 1 levee system protect the Phase 2 area, the Phase 1 substantial evidence record is hereby incorporated by reference into this document.

PHASE 2 LEVEE

The Phase 2 Levee is a non-Federal levee and is not a SPFC facility, constructed to provide flood protection to future urban areas. It is a dry-land levee in that it is interior to the federally authorized levees surrounding Stewart Tract. The levee consists of a new continuous earthen embankment, approximately 36,000 feet (6.81 miles) in length, connecting the Phase 1- Stage 2B Levee to the Phase 1 - Stage 1 Cross Levee (Figure 2). The Phase 2 Levee can be delineated into three reaches: **Old River setback** (14,123 feet / 2.67 miles) along the left bank of the Old River joined with the existing Stage 2B levee; the **Paradise Cut setback** (20,440 feet / 3.87 miles) along the right bank of Paradise Cut between the Old River reach and the Phase 1- Stage 1 Cross levee; and the **Cross levee connection** (1,385 feet) between the Paradise Cut setback and the previously constructed Phase 1-Stage 1 Cross Levee.

Construction of the Phase 2 Levee occurred in 2019 and began with removal of existing irrigation infrastructure and excavation of the inspection trench (which is centered on the waterside hinge point for the entire levee extent). Fill generated from excavation of the inspection trench and future lakes was used to construct the levee and backfill the inspection trench. The new levee waterside toe was offset a minimum of 20 feet from the existing landside toe of the Old River Project Levee and 100 feet from the existing landside toe of the Paradise Cut Levee, outside of the Central Valley Flood Protection Board easement. The new levee embankment consists of 3 horizontal: 1 vertical (H:V) slopes and a 40-foot-wide crown. The crown elevation was selected based on criteria established by the ULDC.

Based on observation of the inspection trench and analyses performed between the existing and new levees, no adverse impacts to the Federal levee are expected. The material used for construction meets current U.S. Army Corps of Engineers (USACE) and ULDC geotechnical requirements and construction was overseen by geotechnical engineers to ensure conformance with plans and specifications, through visual inspection, and field and laboratory testing. A total of 603 soil samples were taken throughout the inspection trench subexcavation and levee embankment during fill placement to confirm compliance with the project specifications. Specifically, material compliance testing performed during levee construction consisted of Atterberg Limits and grain size distribution tests. Levee fill was compacted to at least 90 percent relative compaction at a minimum of 3 percentage points over the optimum moisture content



(ASTM D-1557). Levee fill consisted of soil material with a Plasticity Index of 8 or more, a Liquid Limit of less than 50 percent, 20 percent or more passing the No. 200 sieve, and a maximum particle size of two inches.

In addition to construction of the new levee embankment, construction of the Phase 2 Levee also included raising the Phase 1-Stage1 Cross Levee by up to three feet for 4,900 ft.

The levee will be maintained by RD 2062. Additional details about the Phase 2 Levee are found in Chapter 3.

PAST PERFORMANCE

The Phase 2 Levee is a dry-land levee of recent construction (2019) and has not experienced a high-water event.



3.0 ULDC EVALUATION OF THE PHASE 2 LEVEE

To support an APF for the Phase 2 Area, an evaluation of the Phase 2 Levee was performed to determine their compliance with ULDC. The evaluation of the levee for each criterion is provided below.

ULDC 7.1: DESIGN WATER SURFACE ELEVATION

The Design Water Surface Elevation (DWSE) is the 200-year WSE used to design and evaluate levees and floodwalls for the purposes of providing an urban level of flood protection. The ULDC offers two options for determination of the DWSE: the FEMA approach and the USACE approach. The median 200-year Water Surface Elevations (WSE) is the unadjusted DWSE. With consideration and adjustments for debris loading, superelevation, climate change, updated hydrology, updated hydraulic models, and sea level rise, the median 200-year WSE becomes the DWSE.

An additional water surface elevation required by the ULDC is the Hydraulic Top of Levee (HTOL), which is defined as the lower of the DWSE plus 3 feet or the median 500-year water surface elevation. The HTOL is used to evaluate slope stability and seepage.

PHASE 2 LEVEE

River Islands has computed the DWSE and HTOL for the Phase 2 Levee using the same methods and assumptions as used for the Phase 1 Levee Systems (Stages 1, 2A, and 2B). The FEMA approach was used, and the MBK Lower San Joaquin River HEC-RAS model (LSJR Model) was used for the hydraulic computations. The DWSE profiles for the Phase 2 levee segments are shown in Figures 3 through 5. The HTOL was defined as the median 500-year water surface elevation. While the Phase 2 Levee appears to meet ULDC 7.1, and development of the DWSE and HTOL have been documented, the document and analysis are undergoing review by the IPE; therefore, the Phase 2 Levee **does not meet** ULDC 7.1.



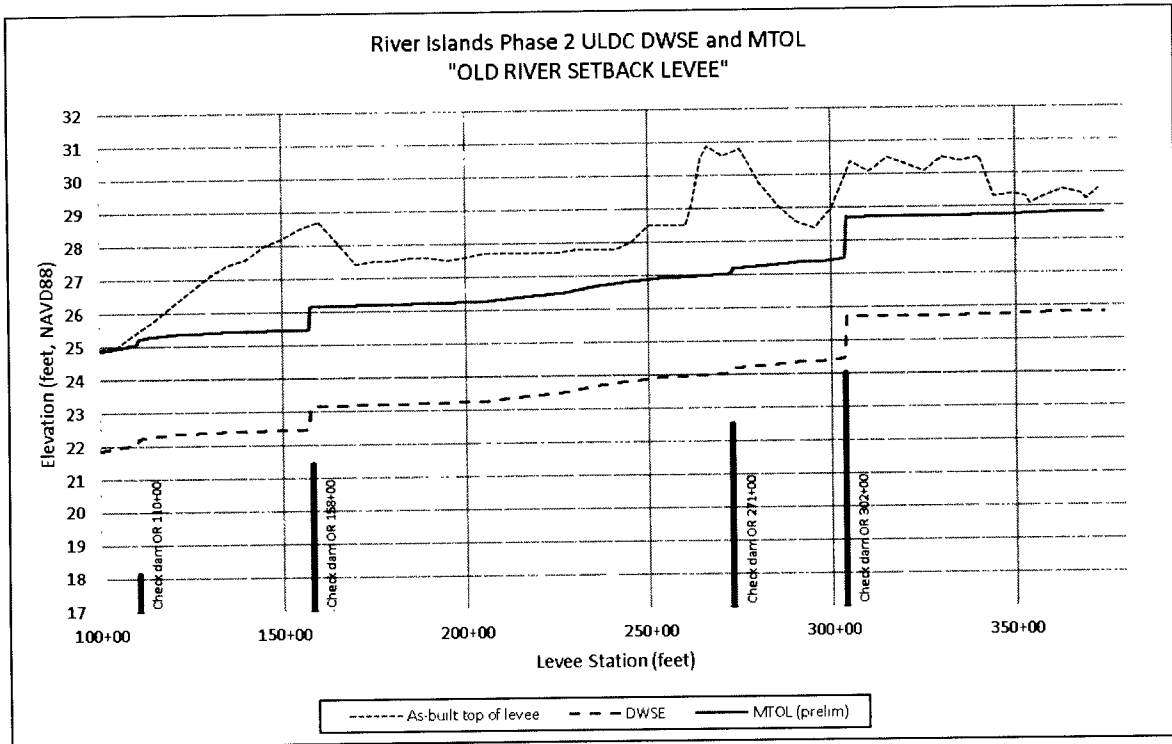


Figure 3. DWSE and MTOL Profiles for Old River Setback Levee

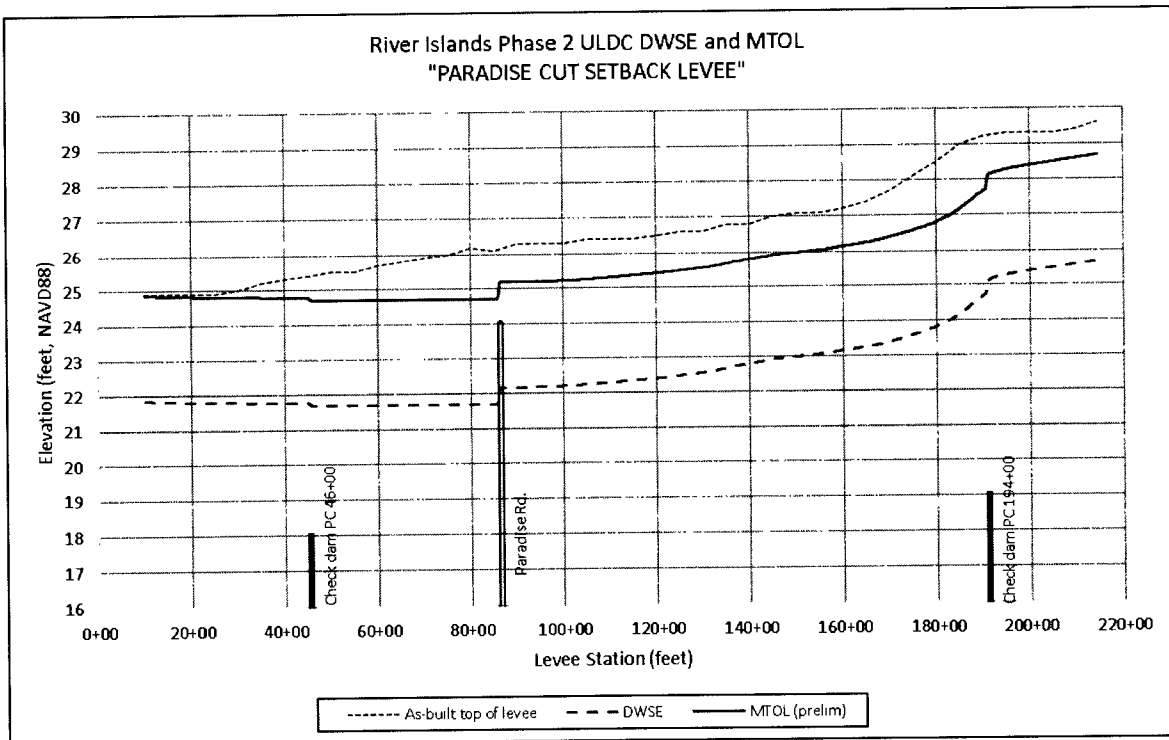


Figure 4. DWSE and MTOL Profiles for Paradise Cut Setback Levee



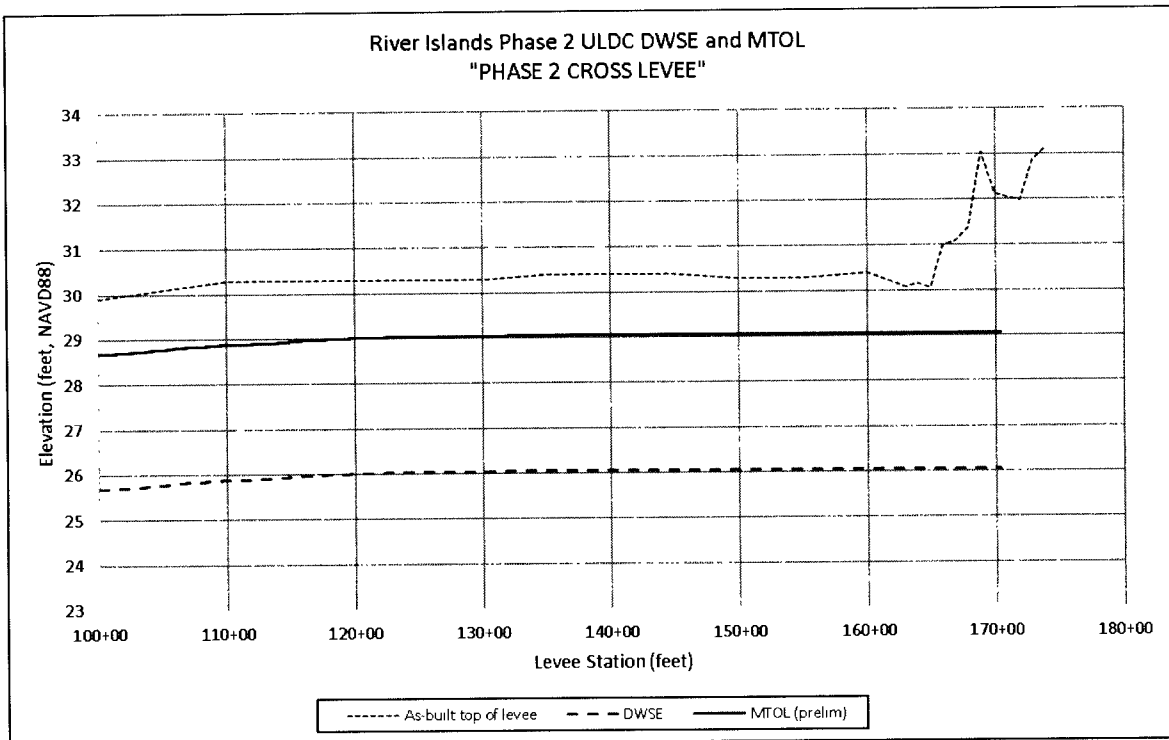


Figure 5. DWSE and MTOL Profiles for Cross Levee

ULDC 7.2: MINIMUM TOP OF LEVEE

The Minimum Top of Levee (MTOL) is the required minimum elevation for the physical top of levee to provide reasonable assurance of containing the DWSE. The MTOL is defined as the higher of the DWSE plus 3 feet or the DWSE plus wind setup and wave runup (discussed in ULDC 7.17).

PHASE 2 LEVEE

The maximum computed wind setup and wave runup for the Phase 2 levee is 2.53 feet, therefore the MTOL is equal to the DWSE plus 3 feet. MTOL and top of levee elevation profiles are shown in Figures 3 through 5. The Phase 2 Levee appears to meet ULDC 7.2 for MTOL; however, because this evaluation has not undergone review by the IPE, the Phase 2 Levee **does not meet** ULDC 7.2.

ULDC 7.3: SOIL SAMPLING, TESTING, AND LOGGING

ULDC 7.3 requires soil sampling, testing, and logging, per standard procedures prescribed in guidance documents, including USACE Sacramento District's *Geotechnical Levee Practice Standard Operating Procedures* and DWR's Division of Flood Management *Soil and Rock Logging, Classification, Description and Presentation Manual* (2009) (SOP).

PHASE 2 LEVEE

River Islands completed a thorough geotechnical investigation effort for the Phase 2 Levee that included 43 borings, 15 test pits, and 176 Cone Penetration Test sounding. In addition, an additional 70 borings and 245 Cone Penetration Test soundings were performed within the interior of the Phase 2 levee in support of various geotechnical investigations, which have been used in support of the analysis of the Phase 2 Levee. The Phase 2 Levee construction was observed by the geotechnical engineer of record, and the as-built plans and field and laboratory testing indicate that the entire levee was constructed of levee-specification fill.

The Phase 2 Levee appears to meet ULDC 7.3, however, geotechnical data reports have not yet been reviewed by the IPE; therefore, the Phase 2 **does not meet** ULDC 7.3.

ULDC 7.4: SLOPE STABILITY FOR INTERMITTENTLY LOADED LEVEES

ULDC 7.4.1 requires a minimum factor of safety of 1.4 landside slope stability during steady-state seepage conditions, based on the DWSE, for failure surfaces that intersect the levee crown and are greater than a few feet deep in the levee slope. It also requires a minimum factor of safety of 1.2, based on the HTOL, for failure surfaces that intersect the levee crown and are greater than a few feet deep in the levee slope. ULDC 7.4.2 requires a minimum safety factor of 1.0 to 1.2 for waterside slope stability during rapid drawdown conditions from the DWSE depending how long the embankment is saturated with the higher factor of safety used for longer duration events.

The ULDC also provides guidance for the presence of wide (crown width over 20 feet) and extremely wide (crown width over 50 feet) levees with respect to levee stability. A slope may have a factor of safety less than the specified criteria, provided that the minimum levee dimensions are contained within the existing levee prism, and that the minimum levee geometry meets the minimum slope stability and seepage criteria. Based on crown width of 40 feet, the Phase 2 Levee can be considered a wide levee.

Though the ULDC does not directly address through seepage analyses, it does consider the potential for erosion when addressing the integrity of the levee. Specifically, the ULDC states that if the "phreatic surface emerges onto a landside levee slope consisting of erodible materials, remediation will be required to prevent unraveling and progressive slope failure that may lead to a levee breach." However, based on the material specifications for the Phase 2 levee fill, the embankments, through which seepage is exiting, do not consist of erodible material.

PHASE 2 LEVEE

Preliminary slope stability and through seepage analyses were evaluated for the Phase 2 Levee. Utilizing the supplemental and historic explorations, idealized subsurface stratigraphy was developed at critical locations to model and analyze seepage and slope stability in the GeoStudios software packages SEEP/W and SLOPE/W, respectively. Critical locations were identified based on explorations performed within Phase 2, and cross sections were analyzed using the GeoStudios 2012 software program. The stability of the Phase 2 levee slopes relative to steady state seepage conditions under the design water surface elevation (DWSE) and the hydraulic top of levee (HTOL), and the rapid drawdown condition between the DWSE and the waterside adjacent ground surface were evaluated. Based on the preliminary results, the



slope stability for steady state seepage and rapid drawdown conditions are in conformance with the criteria specified above. Although the Phase 2 Levee appears to meet for ULDC 7.4, the analyses and results have not yet been documented or reviewed by the IPE; therefore, the Phase 2 Levee **does not meet** ULDC 7.4.

ULDC 7.5: UNDERSEEPAGE FOR INTERMITTENTLY LOADED LEVEES

ULDC 7.5 provides levee underseepage criteria for intermittently loaded levees. Based on USACE Engineering Manual 1110-2-1913 (as modified by Engineering Technical Letter 1110-2-569) and the ULDC, the current guidance for acceptable exit gradients through soils with a minimum saturated unit weight of 112 pounds per cubic foot at the toe of the levee (average exit gradient) should be no greater than 0.5 and no greater than 0.8 at a distance of 150 feet from the levee toe for the DWSE. In addition, the minimum criteria for any location between the levee toe and 150 feet from the toe should be linearly interpolated between 0.5 and 0.8 for the DWSE. When modeling a scenario that incorporates the HTOL, the allowable exit gradient is no greater than 0.6 at the levee toe.

PHASE 2 LEVEE

Preliminary seepage analyses were performed for the Phase 2 Levee, including simultaneous flood stage conditions due to flooding within the RD 2062 basin and flood stage in Old River and the presence of landside lakes. Utilizing the supplemental and historic explorations, idealized subsurface stratigraphy was developed at critical locations to model and analyze seepage and slope stability in the Geostudios software packages SEEP/W and SLOPE/W, respectively. Consideration of three-dimensional underseepage effects have been evaluated based on plan-view seepage analyses and will be incorporated by applying a surcharge to the total head within the confined aquifer underlying the proposed levee.

Based on preliminary analysis, portions of the Phase 2 Levee will require additional mitigation to meet underseepage criteria specified above. The proximity of the Main Drain to the Paradise Cut setback levee between approximately Station 46+00 to 71+00 results in adverse underseepage exit gradients within the drain. To accommodate the drain, relief wells will be constructed between the Paradise Cut setback levee and the Main Drain.

Due to the sharp bends in the channels adjacent to Phase 2, the three-dimensional underseepage effects generally create high pore pressures in portions of the Phase 2 levee alignment. Based on our preliminary plan view analyses, these effects will be greatly reduced by the presence of interior lakes within Phase 2 that intercept the aquifer and dissipate excess pore pressures beneath the levees. However, since these lakes will not be completed until future development progresses, temporary relief wells will be constructed outside of the future lake alignments to intercept underseepage and reduce the total head within the aquifer in a similar manner to the future lake. Design of the proposed relief wells for both the Main Drain and the future lakes is in progress, and the evaluation and results have not yet been documented or reviewed by the IPE; therefore, the Phase 2 Levee **does not meet** ULDC 7.5.



ULDC 7.6: FREQUENTLY LOADED LEVEES

ULDC 7.6 clarifies that frequently loaded levees are subject to more stringent requirements. Frequently loaded levees are those levees that experience a water surface elevation of 1 foot or higher above the elevation of the landside levee toe at least once a day for more than 36 days per year on average.

PHASE 2 LEVEE

The Phase 2 Levee is a dry-land levee and does not meet the definition of a frequently loaded levee. Therefore, more stringent requirements do not apply. However, this conclusion requires documentation by River Islands and review by the IPE; therefore, the Phase 2 Levee **does not meet** ULDC 7.6.

ULDC 7.7: SEISMIC VULNERABILITY

ULDC 7.7 requires an analysis of seismic vulnerability of the levee system for the 200-year return period ground motions. ULDC 7.7.1 indicates that if seismic damage from the 200-year return period ground motion is expected, a post-earthquake remediation plan is required as part of a flood safety plan developed in coordination with pertinent local, State, and Federal agencies.

PHASE 2 LEVEE

Seismic vulnerability was evaluated for the Phase 2 Levee using the same methods as used for the Phase 1 Levee. Based on preliminary seismic vulnerability analyses, including liquefaction triggering, pseudostatic stability, and post-liquefaction stability analysis, portions of the Phase 2 levee will be subject to seismic-induced deformations. Seismic deformations, including both vertical settlement and lateral deformation, will be quantified, and recommendations for a post-earthquake remediation plan will be included in the flood safety plan. Because a post-earthquake remediation plan needs to be developed, and because the evaluation and results have not yet been documented or reviewed by the IPE, the Phase 2 Levee **does not meet** ULDC 7.7.

ULDC 7.8: LEVEE GEOMETRY

ULDC 7.8 requires that for new levees or levees with extensive reconstruction situated along major waterways, a minimum 20-foot-wide crown width and 3:1 horizontal-to-vertical ratio (H:V) waterside and landside slopes are required.

ULDC 7.8.1 allows levees wider than the minimum requirement to have steeper slopes if the minimum required dimensions would fit entirely within the actual levee, and if seepage and slope stability criteria are met (for both deep and shallow failure surfaces). Furthermore, for extremely wide levees, seepage and slope stability criteria do not need to be met for the outer levee slopes as long as certain criteria are met.

ULDC 7.8.2 requires a patrol road along the crown of the levee for inspection, maintenance, and flood-fighting. The patrol road must be designed, constructed, and maintained to provide "all-weather" support of maintenance and patrolling vehicles.



PHASE 2 LEVEE

The Phase 2 Levee embankment is considered a wide levee with a 40-foot crown width and 3:1 landside and waterside slopes. An all-weather patrol road is present along the crown. Access ramps are present on both the landside and every approximate 0.25 to 0.5 mile. Gates along the patrol road and at access points are anticipated but are not currently present. The Phase 2 Levee appears to meet ULDC 7.8 for geometry. However, because this evaluation has not undergone review by the IPE, the Phase 2 Levee **does not meet** ULDC 7.8.

ULDC 7.9: INTERFACES AND TRANSITIONS

ULDC 7.9 highlights the need to ensure that the levee system functions holistically, such that no levee reach is more susceptible to problems than an adjacent reach due to gaps in features, loading/demand concentrations, or other three-dimensional effects when designing interfaces, transitions, and connections that commonly occur at the ends of seepage berms, seepage cutoff walls, revetments, and floodwalls.

PHASE 2 LEVEE

Interfaces and transitions were evaluated for the Phase 2 Levee using the same methods as used for the Phase 1 Levee Systems (Stages 1, 2A, and 2B). Construction of the Phase 2 Levee was performed in one continuous project to avoid potential changes in soil characteristics or construction methods during construction. The only locations where transitions occurred with the levee construction are at the start and end of the Phase 2 Levee, where the levee ties into the existing Phase 1 Stage 1 and Stages 2B levees. The Phase 2 Levee fill was benched into the existing levees with a maximum bench height of 2 feet, and the same material specification were used for both levees. There are no other interfaces or transitions present. Although the Phase 2 Levee appears to meet for ULDC 7.9, the analyses and results have not yet been documented or reviewed by the IPE; therefore, the Phase 2 Levee **does not meet** ULDC 7.9.

ULDC 7.10: EROSION

Levees that pose an immediate erosional breaching hazard during either a flood or normal flow condition need to be repaired to meet ULDC. Similarly, levees that are likely to be significantly damaged by erosion during either a flood or normal flow condition should be protected with appropriate slope treatments. Erosion hazards are evaluated for the following conditions: 1) high-velocity flows coupled with erosive levee materials and/or poor hydraulic conditions; 2) large waves developed by wind over large, open bodies of water; and 3) boat wakes.

PHASE 2 LEVEE

Erosion was evaluated for the Phase 2 Levee using the same methods as used for the Phase 1 Levee Systems (Stages 1, 2A, and 2B). Because the Phase 2 Levee is a dry-land levee there is no potential for erosion damage due to high-velocity flows and erosive materials or boat wakes, although there is a potential for wind-generated waves. However, there is potential for erosion caused by failure of the Old River or Paradise Cut federal levees. This erosion is being mitigated by the construction of check dams, which will reduce the duration of erosive action between the two levee systems and reduce the velocity of the water between the levees. The check dams are currently being permitted by the CVFPB and reviewed



by the IPE. Because erosion mitigation measures are required, and the IPE has not completed its review, the Phase 2 Levee **does not meet** ULDC 7.10.

ULDC 7.11: RIGHT-OF-WAY

Per ULDC, right-of-way criteria for levees and floodwalls in urban and urbanizing areas need to allow adequate room for maintenance, inspection, patrolling during high water, and flood-fighting; allow additional room to expand facilities in the future; and prohibit excavations and land modifications that would endanger the integrity of the levee or floodwall. Specifically, the ULDC requires fee title or an easement for the entire levee prism extending to a minimum of 20 feet beyond the landside toe of the flood protection system for access and inspection. Furthermore, waterward of the levee prism, where there is sufficient area to do so without resulting in the loss of sensitive riparian habitat, consideration should be given to acquiring a 15 -foot-wide zone. In addition to the minimums required by the ULDC for access and inspection, the ULDC recommends acquiring right-of-way that has a width equal to at least four times the levee height or 50 feet, whichever is greater, on the landside of the 20-foot clear zone for longer-term flood protection. Lastly, the ULDC recommends that the city or county adopt restrictions on excavations within 200 to 400 feet depending on the levee height.

In 2016, the City of Lathrop adopted a grading ordinance that restricts any excavation within 500 feet of the physical waterside hinge point of a levee within River Islands.

PHASE 2 LEVEE

The Phase 2 Levee embankment and lands under the embankment are all owned by River Islands. River Islands has granted an easement to RD2062 for the embankment and 20 feet from each toe. Additional rights may be necessary based on the outcome of the ULDC evaluations. For this reason, and because this conclusion has not been reviewed by the IPE, the Phase 2 Levee **does not meet** ULDC 7.11.

ULDC 7.12: ENCROACHMENTS

ULDC 7.12 requires a hazard assessment of each existing encroachment, permitted or not, to determine the encroachment's impact on the reliability of levee performance. The evaluation of encroachments considers the following: age, type, condition, performance history, impacts on the levee structural integrity, impacts on the hydraulic effect of the channel, and impacts on the Operation & Maintenance (O&M) of the levee. If encroachments are considered high-hazard, additional evaluation and action is required.

PHASE 2 LEVEE

There are no encroachments along the Phase 2 Levee; therefore, the Phase 2 Levee appears to meet ULDC 7.12. However, this conclusion has not been reviewed by the IPE; therefore, the Phase Levee **does not meet** ULDC 7.12. Future encroachments related to recreation and for security purposes are planned and will meet ULDC requirements.



ULDC 7.13: PENETRATIONS

ULDC 7.13 requires a hazard assessment of each existing penetration, permitted or not, to determine the penetration's impact on the reliability of levee performance. If penetrations are considered high-hazard, additional evaluation and action are required. For other existing penetrations that are not considered to be high-hazard, but have not been permitted, the city or county is required to have a remediation plan in place, or reference such a plan, for the entire length of levee that the finding is to cover.

PHASE 2 LEVEE

There are fourteen newly installed pipe penetrations along the Phase 2 Levee. These penetrations were designed and constructed in accordance with ULDC. This includes five irrigation related pipe penetrations ranging in diameter from 12-20 inches along the Old River setback and nine irrigation related pipe penetrations ranging in diameter from 18-24 inches along the Paradise Cut setback. The Phase 2 Levee appears to meet ULDC 7.13. However, this conclusion has not been reviewed by the IPE; therefore, the Phase 2 Levee **does not meet** ULDC 7.13.

ULDC 7.14: FLOODWALLS, RETAINING WALLS, AND CLOSURE STRUCTURES

ULDC 7.14 presents requirements for design of special features such as floodwalls, retaining walls, and closure structures.

PHASE 2 LEVEE

There are no floodwalls, retaining walls, or closure structures along the Phase 2 Levee; therefore, the Phase 2 Levee appears to meet ULDC 7.14. However, this conclusion has not been reviewed by the IPE; therefore, the Phase 2 Levee **does not meet** ULDC 7.14.

ULDC 7.15: ANIMAL BURROWS

Burrowing animals can present a significant threat to levee integrity and therefore proactive animal control and damage repair are required levee maintenance practices.

RD 2062 has an annual rodent control and abatement program. The program uses two primary modes to control rodent populations and one primary method to repair rodent holes and burrows. The District uses bait stations to administer chemicals at active rodent areas to control populations, as well as traps at areas where excessive rodent activity is present. The District also administers a grouting program to backfill rodent holes identified within the levee; the grouting is performed on the waterside and landside of the levee, as necessary.

PHASE 2 LEVEE

RD 2062's rodent control and abatement program has not undergone review by the IPE; therefore, the Phase 2 Levee **does not meet** ULDC 7.15.



ULDC 7.16: VEGETATION EVALUATION

ULDC 7.16.1 requires an engineering inspection and evaluation to identify trees and other woody vegetation on the levee and within 15 feet of the levee toe that pose an unacceptable threat to the integrity of the levee. Those posing an unacceptable threat are to be removed; those not posing an unacceptable threat need not be removed. Non-hazardous vegetation allowed to remain because they do not pose an unacceptable threat must be trimmed and thinned for access and visibility. RD 2062 will follow an annual maintenance schedule to control annual grasses and woody vegetation.

PHASE 2 LEVEE

There are no trees or other woody vegetation on or adjacent to the Phase 2 Levee. The levee was hydroseeded following construction in 2019. The Phase 2 Levee appears to meet ULDC 7.16; however, this conclusion has not been reviewed by the IPE. Therefore, the Phase 2 Levee **does not meet** ULDC 7.16.

ULDC 7.17: WIND SETUP AND WAVE RUNUP

ULDC 7.17 requires a wind-wave analysis. The wind setup and wave runup distances must be computed and added to the median 200-year still WSE to determine the required elevation of the MTOL. Wind setup and wave runup may also be considered when evaluating erosion. The formation and magnitude of wind-generated waves against shoreline structures is controlled by the physical conditions present on and near the shore such as slope and roughness of the structure, wind speed, and distance over which wind blows (fetch length).

PHASE 2 LEVEE

Wind setup and wave runup were evaluated for the Phase 2 Levee. The design wind speed was determined through a frequency analysis to estimate the 72.6-year wind speed for each wind direction based on the ULDC. Wind speeds and fetch lengths were determined for each incremental 10-degree direction using ARC GIS; then the optimal wind velocity was determined and used to calculate wave growth using the ACES software. The evaluation and results have been documented in a memorandum, and while the Phase 2 Levee appears to meet for ULDC 7.17, the evaluation and results have not yet been reviewed by the IPE; therefore, the Phase 2 Levee **does not meet** ULDC 7.17.

ULDC 7.18: SECURITY

ULDC criterion 7.18 requires a security plan to protect urban and urbanizing area levee systems from acts of terrorism and other malicious or negligent acts. The security plan is to identify security personnel, responsibilities, resources, and measures. In developing the security plan, the agency/agencies responsible for levee maintenance must consider and prioritize vulnerabilities and employ an array of security measures from four basic categories to address vulnerabilities: networked detection (criterion 7.18.1); deterrence (criterion 7.18.2); physical security (criterion 7.18.3); and intrusion interdiction (criterion 7.18.4) during high-threat periods.



PHASE 2 LEVEE

A security plan for the Phase 2 Levee does not currently exist; therefore, this levee **does not meet** ULDC 7.18. RD 2062 has developed a Security Plan for portions of the Phase 1 Levee that will be modified for the Phase 2 Levee.

ULDC 7.19: SEA LEVEL RISE

ULDC 7.19 requires that the effects of sea level rise be estimated and addressed for the duration during which a ULOP Finding may be valid. Guidance for sea level rise is available through the State of California Ocean Protection Council, *State of California Sea-Level Rise Guidance, 2018 Update*. The guidance provides sea level rise projections for numerous points in the future and for several probabilities, using the year 2000 as the baseline.

The effects of the sea level rise were considered and incorporated by increasing the stages at the hydraulic model downstream boundaries, which are located far enough into the Delta to be primarily tidally driven, by the sea level rise projection.

PHASE 2 LEVEE

The effects of the sea level rise were considered for the Phase 2 levee by increasing the stages at the hydraulic model downstream boundaries, which are located far enough into the Delta to be primarily tidally driven. The 1-in-200 chance sea level rise projection for the year 2070 of 3.5 feet at San Francisco was used for the Phase 2 levee DWSE determination. Consideration and incorporation of sea level rise has been documented in the DWSE technical memorandum. While the Phase 2 Levee appears to meet for ULDC 7.19, the application of sea level rise has not yet been reviewed by the IPE, therefore, the Phase 2 Levee **does not meet** ULDC 7.19.

ULDC 7.20: EMERGENCY ACTIONS AND FLOOD SAFETY PLANS

ULDC 7.20 includes requirements for preparing flood safety plans, as it is important for local maintaining agencies and communities to understand the responsibilities of flood risk management within their jurisdictions. Specifically, the ULDC requires each public agency with the responsibility for public safety for residents protected by levees and floodwalls to have a plan for flood events and other natural or man-made flood-related incidents that could result in human casualties, property destruction, and economic losses.

PHASE 2 LEVEE

While there are several emergency planning documents related to flood safety, many of which include the required information to meet ULDC 7.20, these plans will require modification to incorporate the Phase 2 Levee and require review by the IPE; therefore, the Phase 2 Levee **does not meet** ULDC 7.20.



4.0 ACTIONS REQUIRED TO PROVIDE AN URBAN LEVEL OF FLOOD PROTECTION

ULOP Criteria requires a complete plan to provide an urban level of flood protection by 2025 for an APF. This plan is provided as a separate document titled *River Islands at Lathrop, Phase 2, Report of Adequate Progress Towards an Urban Level of Flood Protection*, prepared in conjunction with this report by RD 2062. This chapter describes the specific structural actions necessary for the Phase 2 Levee to meet ULDC and the procedural actions to demonstrate this compliance. Table 1 presents an overview of the required actions by criterion.

STRUCTURAL ACTIONS

Structural actions are those actions requiring modification to the flood protection facilities. These actions may include embankment construction or modification; placement of rock slope protection; removal, replacement, or modification of encroachments, penetrations, and/or vegetation.

PHASE 2 LEVEE

Since the Phase 2 Levee is already constructed, the required structural actions for the levee to meet ULDC are limited to the installation of check dams, similar to those required for the Phase 1 Levee System, and installation of relief wells to address underseepage. Installation of piezometers is also planned to monitor performance of the levee system. However, because the substantial evidence record for providing 200-year protection is still under development and has not yet been reviewed by the IPE, it is possible that additional or alternative structural actions may be taken.

PROCEDURAL ACTIONS

Procedural actions are those actions that support certification of the levees in meeting ULDC. These actions may include technical evaluations; development of technical memoranda, reports, or other documents; development of protocols and/or procedures; and/or policy or legal actions. IPE Review of the substantial evidence record, including the future Engineer's Report, is required by the ULOP Criteria, and given the technical nature of this review, is included here as an action required for ULDC compliance. The remaining procedural actions required to meet ULOP Criteria are discussed in the APF Report.

PHASE 2 LEVEE

Several procedural actions are required:

- } Perform evaluations and develop technical memoranda, reports, or other documentation for minimum top of levee (ULDC 7.2), geotechnical evaluations (ULDC 7.3, 7.4, 7.5, 7.7, 7.9), levee loading (ULDC 7.6), levee geometry (ULDC 7.8), erosion (ULDC 7.10), right-of-way (ULDC 7.11), encroachments (ULDC 7.12), penetrations (ULDC 7.13), animal burrows (ULDC 7.15), levee vegetation (ULDC 7.16), security (ULDC 7.18), and emergency actions (ULDC 7.20).
- } Verify sufficient right-of-way (ULDC 7.11) has been acquired for the final project.
- } Update Operations and Maintenance Manual.



- } IPE review of all evaluations and documentation supporting these evaluations (ULDC 7.1 – 7.20), and subsequent revision of evaluations and documentation as appropriate.



Table 1. Required Actions for Phase 2 Levee

	ULDC	PHASE 2 LEVEE		
		DEVELOP SUBSTANTIAL EVIDENCE RECORD	STRUCTURAL ACTION	IPE REVIEW
7.1	DESIGN WATER SURFACE	⊙	○	⊙
7.2	MINIMUM TOP OF LEVEE	⊙	○	●
7.3	SOIL SAMPLING, TESTING, AND LOGGING	⊙	○	●
7.4	SLOPE STABILITY	⊙	○	●
7.5	UNDERSEEPAGE	⊙	●	●
7.6	LEVEE LOADING	⊙	○	●
7.7	SEISMIC VULNERABILITY	⊙	○	●
7.8	LEVEE GEOMETRY	⊙	○	●
7.9	INTERFACES AND TRANSITIONS	⊙	○	●
7.10	EROSION	⊙	●	●
7.11	RIGHT-OF-WAY	⊙	○	●
7.12	ENCROACHMENTS	⊙	○	●
7.13	PENETRATIONS	⊙	○	●
7.14	FLOODWALLS, RETAINING WALLS, AND CLOSURE STRUCTURES	⊙	○	●
7.15	ANIMAL BURROWS	⊙	○	●
7.16	LEVEE VEGETATION	⊙	○	●
7.17	WIND SETUP AND WAVE RUNUP	⊙	○	●
7.18	SECURITY	●	○	●
7.19	SEA LEVEL RISE	○	○	⊙
7.20	EMERGENCY ACTIONS	○	○	●
-	OPERATIONS & MAINTENANCE	●	○	●
KEY	○ No Action Required. ⊙ Action In-Progress. ● Action Required.			



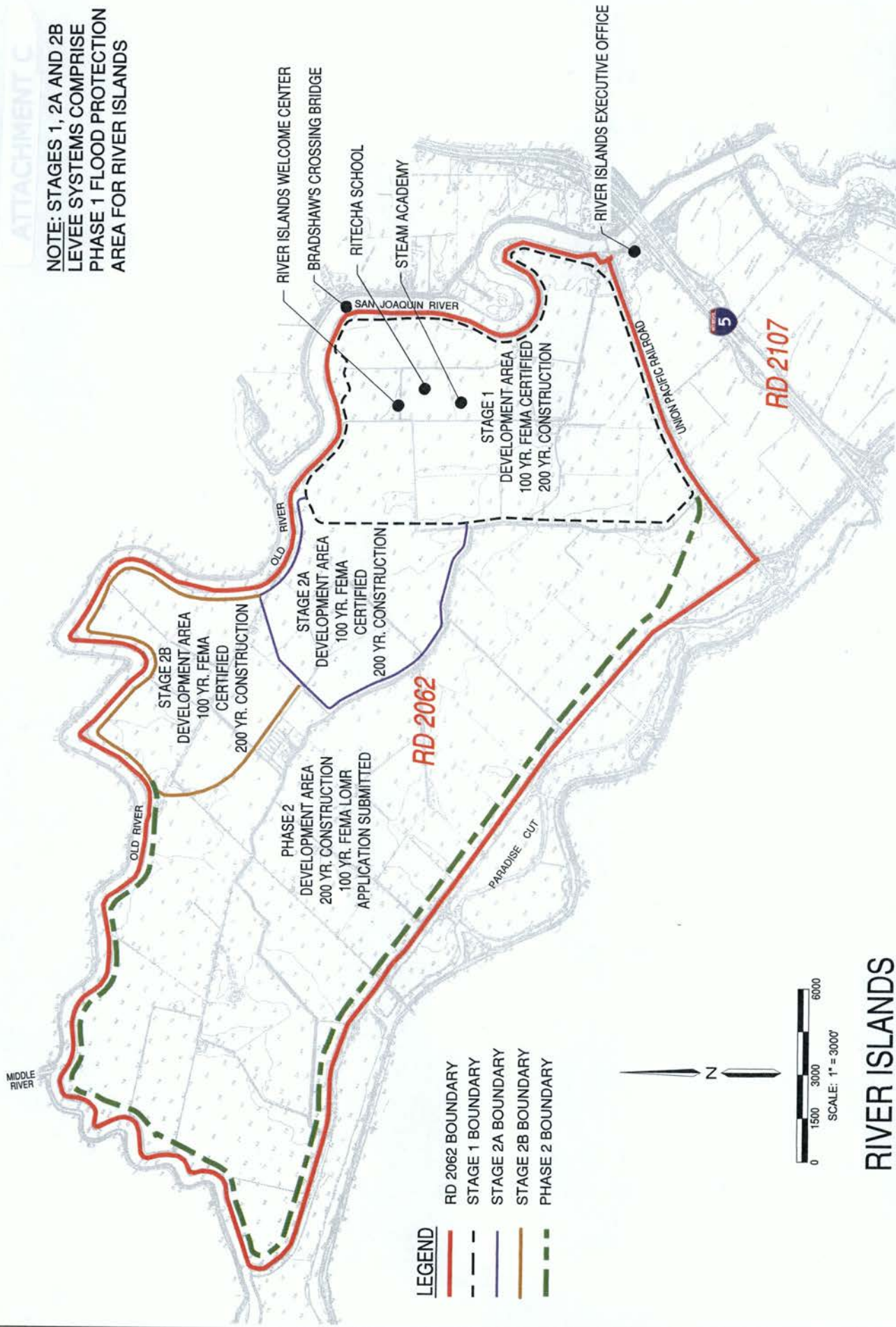
5.0 REPORT REFERENCES

Reclamation District 2062. (2016). River Islands at Lathrop Stage 1 Levee Systems, Adequate Progress Towards and Urban Level of Flood Protection, Engineer's Report, Final.

Reclamation District 2062. (2017). River Islands at Lathrop Stages 2A and 2B Levee Systems, Adequate Progress Towards and Urban Level of Flood Protection, Engineer's Report, Final.



NOTE: STAGES 1, 2A AND 2B
LEVEE SYSTEMS COMPRISE
PHASE 1 FLOOD PROTECTION
AREA FOR RIVER ISLANDS



LEGEND

	RD 2062 BOUNDARY
	STAGE 1 BOUNDARY
	STAGE 2A BOUNDARY
	STAGE 2B BOUNDARY
	PHASE 2 BOUNDARY



RIVER ISLANDS FLOOD PROTECTION AREAS

CITY OF LATHROP, CALIFORNIA ♦ SEPTEMBER 2020



ISLAND RECLAMATION DISTRICT No. 2062

STEWART TRACT – SAN JOAQUIN COUNTY

73 W. Stewart Road

LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

September 30, 2020

Mr. Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Center Drive
Lathrop, CA 95330

Re: Adequate Progress Finding for Phase 2 – River Islands at Lathrop

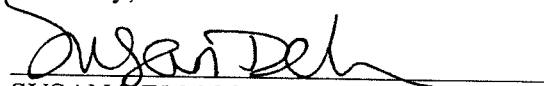
Dear Glenn,

At its September 28, 2020 special meeting, the Island Reclamation District 2062 Board of Trustees (RD 2062) unanimously adopted Resolution 20-4, approving “*The River Islands at Lathrop Phase 2 Area Report of Adequate Progress Towards Urban Level of Flood Protection Annual Report* (“2020 Annual Report”) and directed the President to provide the Annual Report to the City for adoption of an Adequate Progress Finding (“APF”).

The Phase 2 Area does not currently have an approved urban level of flood protection. Therefore, to support the continued development of the River Islands project, and in accordance with the ULOP Criteria, RD 2062 has prepared an Annual Report for Phase 2 of River Islands in order to support an APF by the City of Lathrop. To support this finding, substantial evidence is provided in the Annual Report that meets California Government Code Section 65007(a). This includes the required Engineer’s Report, prepared by a Professional Civil Engineer registered in California to document the data and analyses for demonstrating that the development project and proposed subdivision will have an urban level of flood protection at the time when the flood protection system is completed. The Engineer’s Report, drafted by MBK Engineers as the District Engineer, fulfills this requirement and is included in the Annual Report. The District and River Islands continues to improve the urban levee system within RD 2062, with the Phase 2 levees recently being completed and ancillary improvements and actions required to meet the ULOP Criteria are in the process of being completed.

The Annual Report is enclosed with this letter for your review and the City Council’s adoption at their October 12, 2020 regular meeting.

Sincerely,



SUSAN DELL’OSSO
President, RD 2062

Encl.: 2020 Annual Report – Phase 2 Levees

ISLAND RECLAMATION DISTRICT No. 2062

STEWART TRACT – SAN JOAQUIN COUNTY

73 W. Stewart Road

LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

October 13, 2020

Ms. Leslie Gallagher, Executive Officer
Central Valley Flood Protection Board
3310 El Camino Avenue, Suite 170
Sacramento, CA 95821

Re: Annual Report of Progress - River Islands at Lathrop Phase 2 Area, Lathrop, CA

On October 12, 2020, the City of Lathrop adopted an Adequate Progress Finding for the River Islands at Lathrop Phase 2 Area. In accordance with the requirements of Government Code §65007 (a) and the Urban Level of Flood Protection Criteria issued by the Department of Water Resources in 2013, Island Reclamation District No. 2062, as the local flood management agency, respectfully submits the enclosed annual report of progress towards providing an urban level of flood protection for the River Islands at Lathrop Phase 2 urban area.

This report is available to the public at the following website: www.ci.lathrop.ca.us.

Questions on the matter may be referred to Ms. Claire Marie Turner at turner@mbkengineers.com or 916-456-4400.

Sincerely,

SUSAN DELL'OSSO
President, RD 2062

Encl.: 2020 Annual Report – Phase 2 Area

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ITEM 4.8

CITY MANAGER'S REPORT OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING

**ITEM: ACCEPTANCE AND TRANSFER OF REAL PROPERTY
FOR FUTURE NEIGHBORHOOD PARK MONUMENT**

**RECOMMENDATION: Adopt Resolution Accepting Real Property from River
Islands Stage 2A, LLC for Future Neighborhood Park
Monument to be Dedicated by City to the Most Likely
Descendant, the Northern Valley Yokut Tribe**

SUMMARY:

As part of the adopted Neighborhood Development Plan (NDP) for Stage 2A (Lakeside East District), the City conceptually approved a neighborhood park location near River Islands Parkway in Village X, Tract 4020. Dubbed "N9" at the time (all parks in River Islands are unnamed until improvement acceptance), River Islands Stage 2A, LLC (Developer) has worked with a native American tribe, Northern Valley Yokut Tribe, that has been designated by the State of California as the most likely descendant (MLD) for the lands in the River Islands area, including the Lakeside East District. The Developer and the MLD have worked together to design a park with a local Native American theme, which will include a large bronze monument to honor the local indigenous peoples that once inhabited the area.

In order for the MLD to meet its schedule, grading for the monument site must take place soon. As a result, the Developer has proposed to dedicate the property and access easement necessary for the monument to be placed now, ahead of the rest of the park dedication and improvements. The Developer intends to dedicate the balance of the park land with the approval of the Tract 4020 final map, which is currently scheduled for Council approval in November and for recordation in December. Adoption of the attached resolution will approve the acceptance of the park land by the City and the subsequent dedication of the land to the MLD, upon the MLD's approval. Since the City must maintain easements for maintenance and utilities, the dedication of the land will be held by the City for a short time to ensure that these easements are granted and that the land will be utilized in concert with the rest of the park.

Staff recommends that the City Council adopt the attached resolution, accepting the dedication from River Islands Stage 2A, LLC of the land described herein as Attachment "D", so that the property, with certain restrictions, can then be deeded to the MLD as described herein as Attachment "E" for the installation of the monument.

BACKGROUND:

On March 27, 2007, the City Council approved VTM 3694 and amended VTM 3694 on June 1, 2015, with updated approval conditions.

CITY MANAGER'S REPORT **PAGE 2**
OCTOBER 12, 2020, CITY COUNCIL REGULAR MEETING
ACCEPTANCE AND TRANSFER OF REAL PROPERTY FOR FUTURE
NEIGHBORHOOD PARK MONUMENT

The Developer subsequently drafted a Neighborhood Design Plan (NDP) for the Stage 2A/Lakeside East District, which includes certain open space improvements and the N9 neighborhood park. Parks staff have reviewed the draft plans for the N9 neighborhood park and have agreed that they may be submitted for formal plan check and approval. These plans include the monument site details and access.

The balance of the park improvements will be guaranteed with the approval of the Tract 4020 final map and the map will dedicate the balance of the parkland to the City. The remaining park improvements are tentatively scheduled to be completed in 2021.

REASON FOR RECOMMENDATION:

The Developer has provided the necessary deeds and documents to dedicate the land and access easement to the City, so that the City may transfer the property to the MLD for the installation of the monument. The MLD holds title to property under the name of Nototomne Cultural Preservation, so that is the name on the grant deed. Since grading and installation of the monument must occur within the next few weeks, the property needs to be dedicated ahead of the balance of improvements associated with Tract 4020. Rather than automatically recording grant deed after approval, the City will hold the recordation until the Developer gives notification to proceed. The City will ensure that the balance of the park improvements are guaranteed with the eventual approval of Tract 4020, scheduled for City Council action on November 9, 2020.

BUDGET IMPACT:


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

ATTACHMENTS:

- A. Adopt Resolution Accepting Real Property from River Islands Stage 2A, LLC for Future Neighborhood Park Monument to be dedicated by the City to the Most Likely Descendant, the Northern Valley Yokut Tribe
- B. Conceptual N9 Neighborhood Park Plan Exhibit
- C. Lakeside East Vicinity Map
- D. Grant Deed and Legal Description from River Islands Stage 2A, LLC to City for N9 Monument Land and Access Easement
- E. Grant Deed and Legal Description from City to Most Likely Descendant, the Northern Valley Yokut Tribe – N9 Monument Land and Access Easement

CITY MANAGER'S REPORT
OCTOBER 12, 2020, CITY COUNCIL REGULAR MEETING
ACCEPTANCE AND TRANSFER OF REAL PROPERTY FOR FUTURE
NEIGHBORHOOD PARK MONUMENT

APPROVALS



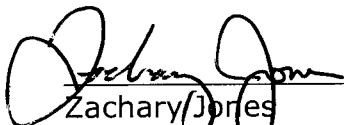
Glenn Gebhardt
City Engineer

10/6/2020
Date



Michael King
Public Works Director

10-6-2020
Date



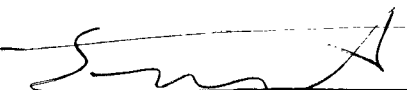
Zachary Jones
Parks & Recreation Director

10-7-2020
Date

 For C.C.

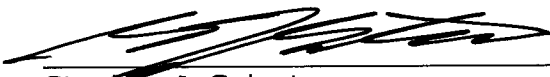
Cari James
Finance & Administrative Services Director

10-7-20
Date



Salvador Navarrete
City Attorney

10-6-2020
Date



Stephen J. Salvatore
City Manager

10.7.2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING REAL PROPERTY FROM RIVER ISLANDS STAGE 2A, LLC FOR FUTURE NEIGHBORHOOD PARK MONUMENT TO BE DEDICATED BY THE CITY TO THE MOST LIKELY DESCENDANT, THE NORTHERN VALLEY YOKUT TRIBE

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

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

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

WHEREAS, on July 18, 2018, the Lathrop Planning Commission approved a Lakeside East District Neighborhood Design Plan (NDP) and Architectural Guidelines, and Design Standards (AG/DS) for the Lakeside East District (also known as "Stage 2A") within Phase 1; and

WHEREAS, the Lakeside East District NDP includes conceptual park designs and locations, including Neighborhood Park N9 within Tract 4020 (Village X); and

WHEREAS, River Islands Stage 2A, LLC (Developer) has completed a design and working drawings for the construction of the N9 Park that includes the grading and placement of a monument in honor of local indigenous peoples in concert with the Most Likely Descendant (MLD), Northern Valley Yokut Tribe; and

WHEREAS, the City, Developer and MLD wish to move forward with the grading and placement of the planned monument within future Neighborhood Park N9 as soon as possible; and

WHEREAS, the Developer has provided grant deeds and legal description from River Islands Stage 2A, LLC to the City, from the City to MLD for the dedication of the land and access easement necessary for the grading and placement of the monument, included as Attachment "D" and "E" to the City Manager's Report dated, October 12th, 2020; and

WHEREAS, upon receiving notice from the Developer to record the grant deeds, the City shall deed the land to the MLD, with the appropriate access easements in the City's favor for future park purposes.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the real property for the future N9 neighborhood park monument from River Islands Stage 2A, LLC within future N9 Park and agree to the subsequent dedication of the land by the City to the Most Likely Descendant, the Northern Valley Yokut Tribe, holding title to property under the name of Nototomne Cultural Preservation, a California non-profit corporation, pursuant to the deeds in the form of the two deeds included as Attachments "D" and "E" to the City Manager's Report dated October 12th, 2020. The City Manager is authorized to make minor amendments to the grant deeds.

The foregoing resolution was passed and adopted this 12th day of October 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

N9 NOTOTOMNE PARK

NOTE: THIS DOCUMENT IS FOR CONCEPTUAL DESIGN PURPOSES ONLY. THE CONTENTS ARE PRELIMINARY AND NOT TO BE USED FOR CONSTRUCTION PURPOSES. ANY IMAGES SHOWN ARE TO CONVEY THE GENERAL APPEARANCE OF THE PROPOSED PROJECT. THE EXACT LOCATION, DIMENSIONS, AND DIRECTION OF ANY UTILITIES SHALL BE DETERMINED BY FIELD SURVEY AND SHALL BE SHOWN ON THE FINAL MASTER PLAN.



LEGEND

- ① GIRL'S ADOLESCENCE CEREMONY PREPARATION MONUMENT
- ② "HOME" PLAYGROUND
- ③ "PLAY" PLAYGROUND
- ④ "LAND" PLAYGROUND
- ⑤ "WATER" PLAYGROUND
- ⑥ "BELIEF" PLAYGROUND
- ⑦ SHADE STRUCTURE - CREATION STORY & ROUNDHOUSE
- ⑧ LEVEE TRAIL
- ⑨ MONUMENT PROPERTY BOUNDARY
- ⑩ ACCESS EASEMENT BOUNDARY

CONCEPTUAL MASTER PLAN

09/11/2020



**LAKESIDE EAST DISTRICT
VICINITY MAP
OCTOBER 2020
NO SCALE**

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330
Exempt from payment of recording fees (GC 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVER ISLANDS STAGE 2A, LLC**, a Delaware limited liability company ("**Grantor**"), hereby grants to the **CITY OF LATHROP** a California municipal corporation ("**Grantee**"), that certain real property located in the City of Lathrop, County of San Joaquin, State of California, along with all improvements thereon, as described in the legal description and plat attached hereto as **EXHIBIT A ("Land")** incorporated herein by this reference.

Grantor intends to convey the Memorial Parcel in fee, subject to the limitations noted below.

Grantor intends to convey the Access Easement for use by Grantee as a non-exclusive easement for surface access to the Memorial Parcel.

Grantor intends to convey with the Land any and all riparian rights or other water interests to which the Land is entitled therein appurtenant or relating to the Property, whether such water rights shall be riparian, overlying, littoral, percolating, prescriptive, adjudicated, statutory or contractual ("**Water Rights**").

While Grantor intends to transfer the Water Rights with the Land, it does not intend by this grant to sever the riparian rights of the surrounding properties. With this conveyance Grantor intends to retain to any and all land surrounding the Property all riparian rights to which those lands are entitled.

Notwithstanding the above grant, Grantor intends to except and reserve unto Grantor, its successors and assigns, together with the right to grant and transfer all or a portion of the same:

A. All rights that the Land may have in and to that Water Right License 2637 (Application 5155/Permit 2720) granted by the State Water Resources Control Board and held by Island Reclamation District No. 2062.

B. The right and power to utilize, convey, remove, treat, and store the Water Rights from the Land, to divert or otherwise utilize such water, rights or interests on the Land or other property, but without, however any right to enter upon the surface of the Land in the exercise of such rights.

A. All rights that the Land may have in and to that Water Right License 2637 (Application 5155/Permit 2720) granted by the State Water Resources Control Board and held by Island Reclamation District No. 2062.

B. The right and power to utilize, convey, remove, treat, and store the Water Rights from the Land, to divert or otherwise utilize such water, rights or interests on the Land or other property, but without, however any right to enter upon the surface of the Land in the exercise of such rights.

C. All oil, oil rights, minerals, mineral rights, natural gas rights and other hydrocarbons by whatsoever name known, geothermal steam and all products derived from any of the foregoing, that may be within or under the Land, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said Land or any other land including the right to whipstock or directionally drill and mine from lands other than the Land, oil or gas wells, tunnels and shafts into, through or across the subsurface of the Land, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore or operate through the surface or the upper five hundred feet (500') of the subsurface of the Land.

SUBJECT TO:

1. General and special real property taxes and assessments and supplemental assessments, if any, for the current fiscal year.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of October ____, 2020.

GRANTOR:

RIVER ISLANDS STAGE 2A, LLC
a Delaware limited liability company

By: _____
Susan Dell'Osso, President

[ATTACH NOTARY ACKNOWLEDGMENT]

EXHIBIT A

Legal Description of Land

(Attached)

EXHIBIT A

**LEGAL DESCRIPTION
TRACT 4020 - VILLAGE X
(MEMORIAL PARCEL)
RIVER ISLANDS, STAGE 2A
LATHROP, CALIFORNIA**

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

MEMORIAL PARCEL

BEING A PORTION OF PARCEL 10, AS SAID PARCEL IS SHOWN IN THAT CERTAIN LOT LINE ADJUSTMENT LLA 19-99, RECORDED SEPTEMBER 6, 2019, AS DOCUMENT NO. 2019-098159, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEASTERN LINE OF SAID PARCEL 10, AT THE NORTHERLY TERMINUS OF COURSE L46, AS SHOWN ON SHEET 9 OF SAID DOCUMENT NO. 2019-098159;

THENCE LEAVING SAID SOUTHEASTERN LINE, NORTH 29°32'00" WEST 337.27 FEET;

THENCE, NORTH 75°22'03" WEST 35.87 FEET;

THENCE, NORTH 31°13'37" WEST 60.00 FEET;

THENCE, NORTH 12°47'55" EAST 7.95 FEET;

THENCE, SOUTH 84°59'34" WEST 212.25 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL;

THENCE, ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 05°04'53" WEST, THROUGH A CENTRAL ANGLE OF 11°43'26", AN ARC DISTANCE OF 15.35 FEET TO A POINT OF CUSP;

THENCE, ALONG A NON-TANGENTIAL CURVE TO THE LEFT, HAVING A RADIUS OF 146.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 68°28'28" WEST, THROUGH A CENTRAL ANGLE OF 29°23'00", AN ARC DISTANCE OF 74.87 FEET;

THENCE, ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 155.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 82°08'32" EAST, THROUGH A CENTRAL ANGLE OF 28°21'43", AN ARC DISTANCE OF 76.73 FEET TO THE POINT OF CUSP;

THENCE, ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 06°30'30" WEST, THROUGH A CENTRAL ANGLE OF 168°24'38", AN ARC DISTANCE OF 220.45 FEET TO SAID POINT OF BEGINNING.

CONTAINING 8,827 SQUARE FEET, MORE OR LESS.

ACCESS EASEMENT

BEING A PORTION OF PARCEL 10, AS SAID PARCEL IS SHOWN IN THAT CERTAIN LOT LINE ADJUSTMENT LLA 19-99, RECORDED SEPTEMBER 6, 2019, AS DOCUMENT NO. 2019-098159, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEASTERN LINE OF SAID PARCEL 10, AT THE NORTHERLY TERMINUS OF COURSE L46, AS SHOWN ON SHEET 9 OF SAID DOCUMENT NO. 2019-098159;

THENCE LEAVING SAID SOUTHEASTERN LINE, NORTH 29°32'00" WEST 337.27 FEET;

THENCE, NORTH 75°22'03" WEST 35.87 FEET;

THENCE, NORTH 31°13'37" WEST 60.00 FEET;

THENCE, NORTH 12°47'55" EAST 7.95 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

THENCE, SOUTH 84°59'34" WEST 212.25 FEET;

THENCE, NORTHEASTERLY ALONG A NON-TANGENTIAL CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 05°04'53" WEST, THROUGH A CENTRAL ANGLE OF 42°45'34", AN ARC DISTANCE OF 55.97 FEET;

THENCE, ALONG A NON-TANGENTIAL LINE, NORTH 84°59'34" EAST 167.78 FEET;

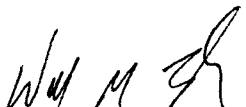
THENCE, SOUTH 12°47'55" WEST 21.01 FEET TO SAID POINT OF BEGINNING.

CONTAINING 3,611 SQUARE FEET, MORE OR LESS.

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

END OF DESCRIPTION

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFFESIONAL LAND SURVEYOR'S ACT.



WILLIAM M. KOCH
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 8092



2/3/20
DATE

T:\25502-River Islands\DWG\FINAL MAPS\TRACT 4020-VILLAGE X\PLATS\25502 - VILLAGE X-EASEMENT EXHIBIT-PARK.dwg

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N29°32'00"W	337.27'
L2	N75°22'03"W	35.87'
L3	N31°13'37"W	60.00'

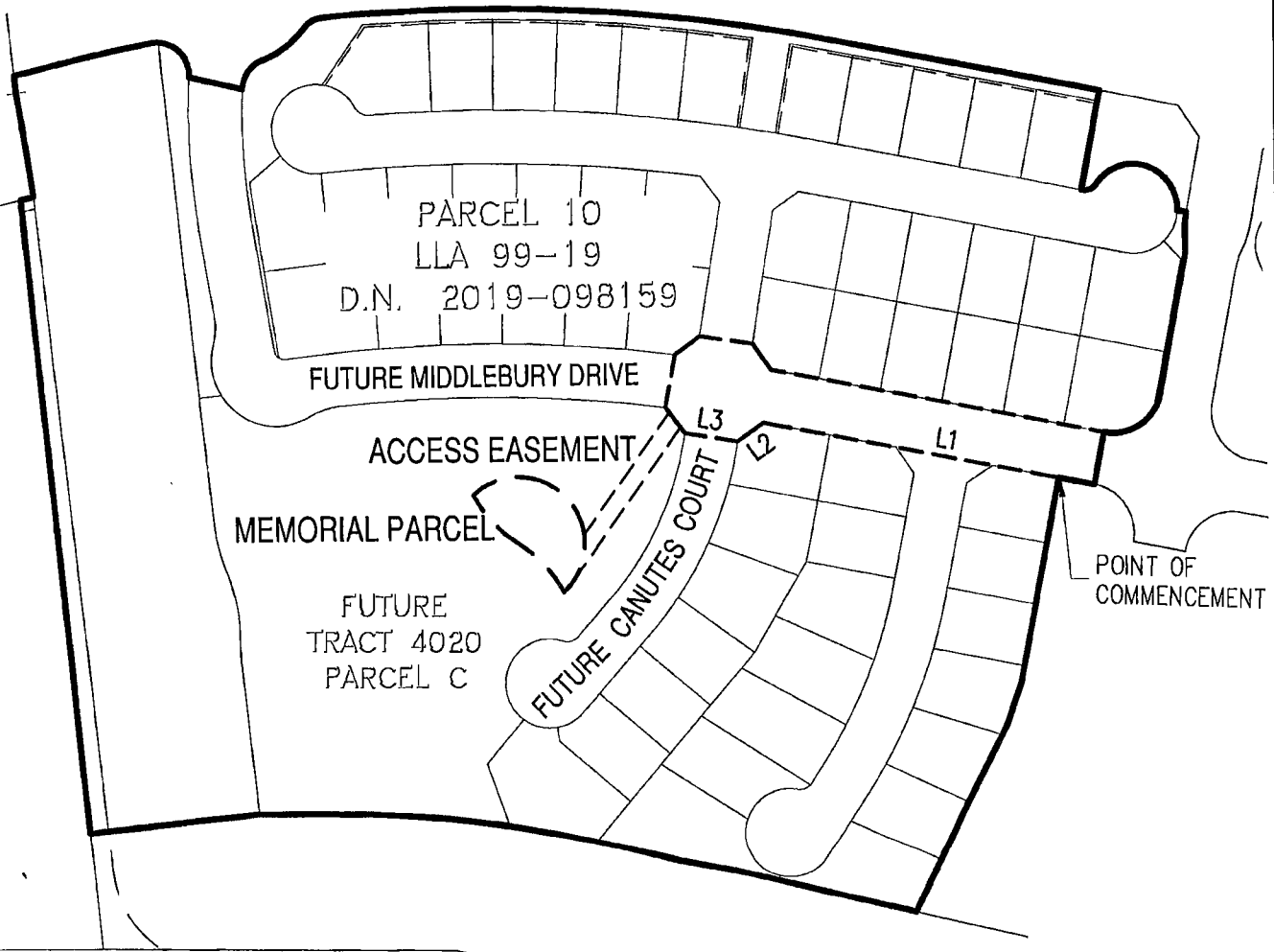
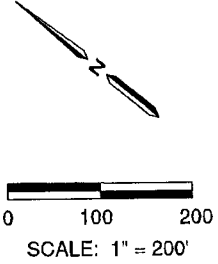


EXHIBIT B-1



1165 Scenic Drive, Suite A
 Modesto, CA 95350
 odellengineering.com

DESCRIPTION: MEMORIAL PARCEL			
SCALE:	NONE	DATE:	JAN 31, 2020
JOB NO.:	25510.37		
FILE:	25502 - VILLAGE X-EASEMENT EXHIBIT-PARK.DWG		

3
of
4

T:\25502-River Islands\DWG\FINAL MAPS\TRACT 4020-VILLAGE X\PLATS\25502 - VILLAGE X-EASEMENT EXHIBIT-PARK.dwg

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	75.00'	11°43'26"	15.35'
C2	146.00'	29°23'00"	74.87'
C3	155.00'	28°21'43"	76.73'
C4	75.00'	168°24'38"	220.45'
C5	75.00'	125°39'04"	164.48'
C6	75.00'	42°45'34"	55.97'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L3	N31°13'37"W	60.00'
L4	N12°47'55"E	7.95'
L5	S12°47'55"W	21.01'

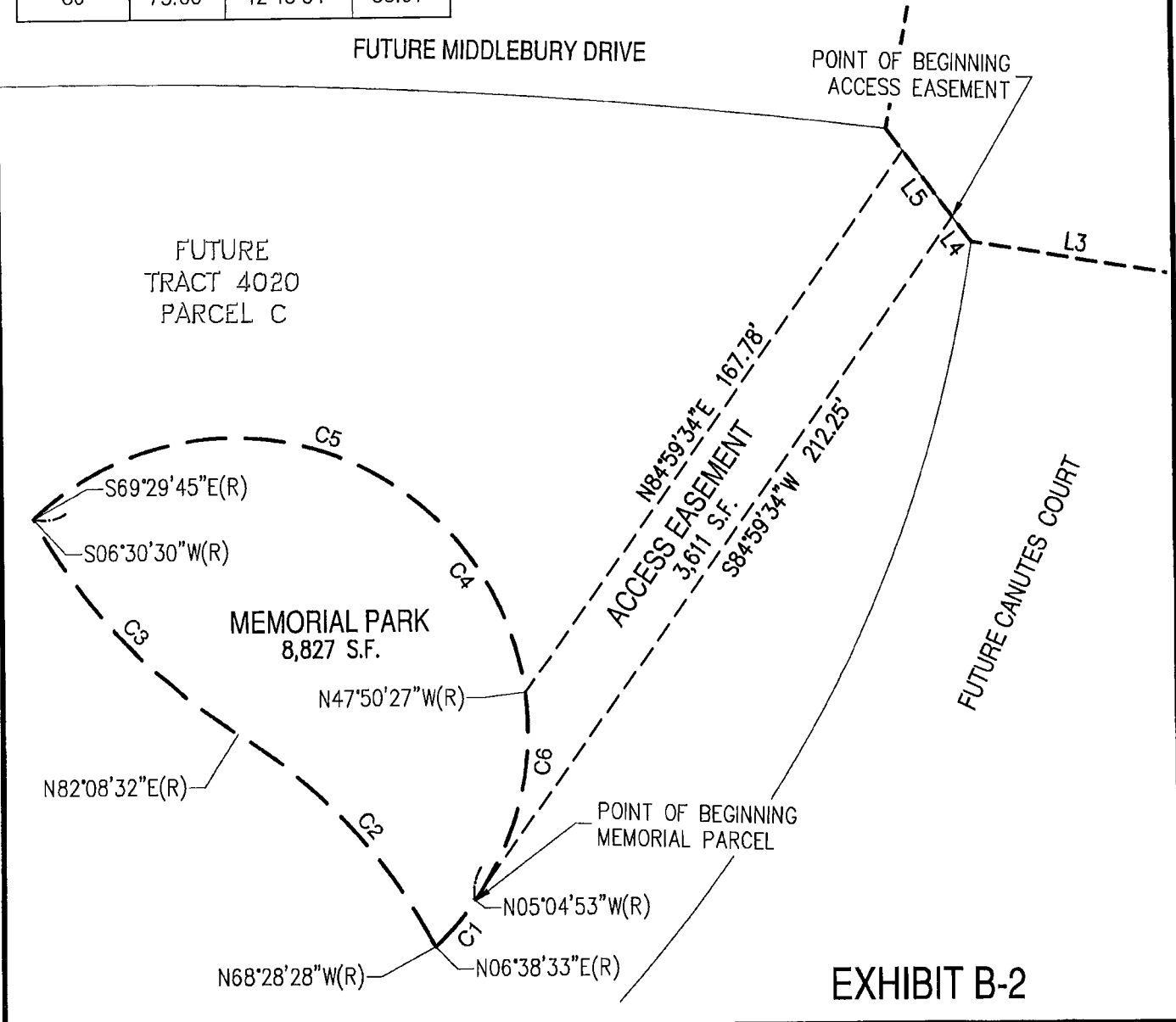
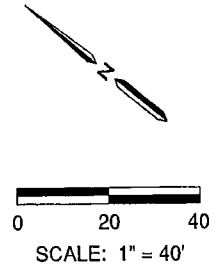


EXHIBIT B-2



1165 Scenic Drive, Suite A
 Modesto, CA 95350
 odellengineering.com

DESCRIPTION: MEMORIAL PARCEL			
SCALE:	AS SHOWN	DATE:	FEB 3, 2020
JOB NO.:	25510.37		
FILE:	25502 - VILLAGE X-EASEMENT EXHIBIT-PARK.DWG		

4
 of
 4

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330
Exempt from payment of recording fees (GC 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CITY OF LATHROP** a California municipal corporation ("**Grantor**"), hereby grants to the **NOTOTOMNE CULTURAL PRESERVATION** a California non-profit corporation ("**Grantee**"), that certain real property located in the City of Lathrop, County of San Joaquin, State of California, along with all improvements thereon, as described in the legal description and plat attached hereto as **Exhibit A ("Land")** incorporated herein by this reference.

Grantor intends to convey the Memorial Parcel for use by Grantee for the placement of memorial monumentation of a Native American nature and associated improvements to the discretion of Grantee in gross on, over and under the Land.

Grantor intends to convey the Access Easement for use by Grantee as a non-exclusive easement for surface access to the Memorial Parcel

While Grantor transfers its interest in the Land to Grantee, the Grantee shall warrant and agree to utilize the Land for the uses prescribed herein and that such uses shall be compatible for open space, parks and recreation purposes with the surrounding lands utilized by Grantor for public park purposes and that Grantor shall not unreasonably restrict Grantee from access to the Land for maintenance purposes.

Notwithstanding the above grant, Grantor intends to except and reserve unto Grantor, its successors and assigns, together with the right to grant and transfer all or a portion of the same:

A. Nonexclusive access easement over the Land for maintenance of, and public access to, publicly dedicated improvements for parks and recreation purposes, such easement to allow for the reasonable use of small equipment and vehicles necessary for such purposes.

SUBJECT TO:

1. General and special real property taxes and assessments and supplemental assessments, if any, for the current fiscal year.

2. Rights or claims of parties in possession not shown by the public records.

SUBJECT TO:

1. General and special real property taxes and assessments and supplemental assessments, if any, for the current fiscal year.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of October ____, 2020.

GRANTOR:

CITY OF LATHROP
a California municipal corporation

By: _____
Stephen J. Salvatore, City Manager

EXHIBIT A
Legal Description of Land
(Attached)

EXHIBIT A

**LEGAL DESCRIPTION
TRACT 4020 - VILLAGE X
(MEMORIAL PARCEL)
RIVER ISLANDS, STAGE 2A
LATHROP, CALIFORNIA**

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

MEMORIAL PARCEL

BEING A PORTION OF PARCEL 10, AS SAID PARCEL IS SHOWN IN THAT CERTAIN LOT LINE ADJUSTMENT LLA 19-99, RECORDED SEPTEMBER 6, 2019, AS DOCUMENT NO. 2019-098159, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEASTERN LINE OF SAID PARCEL 10, AT THE NORTHERLY TERMINUS OF COURSE L46, AS SHOWN ON SHEET 9 OF SAID DOCUMENT NO. 2019-098159;

THENCE LEAVING SAID SOUTHEASTERN LINE, NORTH 29°32'00" WEST 337.27 FEET;

THENCE, NORTH 75°22'03" WEST 35.87 FEET;

THENCE, NORTH 31°13'37" WEST 60.00 FEET;

THENCE, NORTH 12°47'55" EAST 7.95 FEET;

THENCE, SOUTH 84°59'34" WEST 212.25 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL;

THENCE, ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 05°04'53" WEST, THROUGH A CENTRAL ANGLE OF 11°43'26", AN ARC DISTANCE OF 15.35 FEET TO A POINT OF CUSP;

THENCE, ALONG A NON-TANGENTIAL CURVE TO THE LEFT, HAVING A RADIUS OF 146.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 68°28'28" WEST, THROUGH A CENTRAL ANGLE OF 29°23'00", AN ARC DISTANCE OF 74.87 FEET;

THENCE, ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 155.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 82°08'32" EAST, THROUGH A CENTRAL ANGLE OF 28°21'43", AN ARC DISTANCE OF 76.73 FEET TO THE POINT OF CUSP;

THENCE, ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 06°30'30" WEST, THROUGH A CENTRAL ANGLE OF 168°24'38", AN ARC DISTANCE OF 220.45 FEET TO SAID POINT OF BEGINNING.

CONTAINING 8,827 SQUARE FEET, MORE OR LESS.

ACCESS EASEMENT

BEING A PORTION OF PARCEL 10, AS SAID PARCEL IS SHOWN IN THAT CERTAIN LOT LINE ADJUSTMENT LLA 19-99, RECORDED SEPTEMBER 6, 2019, AS DOCUMENT NO. 2019-098159, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEASTERN LINE OF SAID PARCEL 10, AT THE NORTHERLY TERMINUS OF COURSE L46, AS SHOWN ON SHEET 9 OF SAID DOCUMENT NO. 2019-098159;

THENCE LEAVING SAID SOUTHEASTERN LINE, NORTH 29°32'00" WEST 337.27 FEET;

THENCE, NORTH 75°22'03" WEST 35.87 FEET;

THENCE, NORTH 31°13'37" WEST 60.00 FEET;

THENCE, NORTH 12°47'55" EAST 7.95 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

THENCE, SOUTH 84°59'34" WEST 212.25 FEET;

THENCE, NORTHEASTERLY ALONG A NON-TANGENTIAL CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 05°04'53" WEST, THROUGH A CENTRAL ANGLE OF 42°45'34", AN ARC DISTANCE OF 55.97 FEET;

THENCE, ALONG A NON-TANGENTIAL LINE, NORTH 84°59'34" EAST 167.78 FEET;

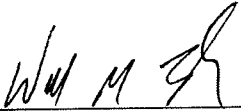
THENCE, SOUTH 12°47'55" WEST 21.01 FEET TO SAID POINT OF BEGINNING.

CONTAINING 3,611 SQUARE FEET, MORE OR LESS.

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

END OF DESCRIPTION

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.



WILLIAM M. KOCH
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 8092



2/3/20
DATE

T:\25502-River Islands\DWG\FINAL MAPS\TRACT 4020-VILLAGE X\PLATS\25502 - VILLAGE X-EASEMENT EXHIBIT-PARK.dwg

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N29°32'00"W	337.27'
L2	N75°22'03"W	35.87'
L3	N31°13'37"W	60.00'

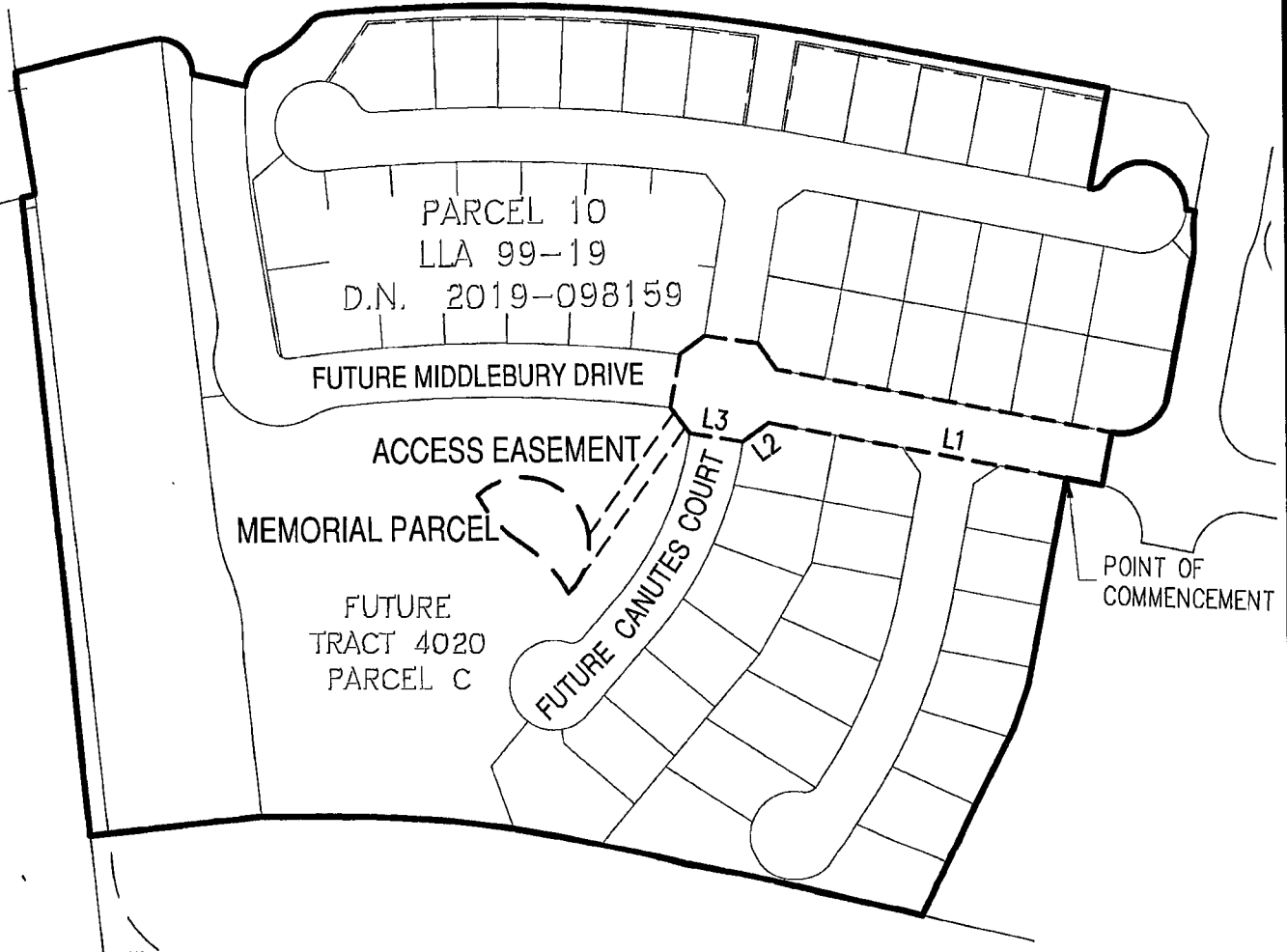
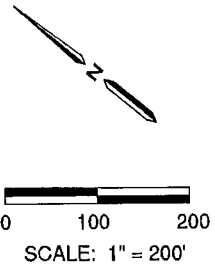


EXHIBIT B-1



1165 Scenic Drive, Suite A
 Modesto, CA 95350
 odellengineering.com

DESCRIPTION: MEMORIAL PARCEL			
SCALE:	NONE	DATE:	JAN 31, 2020
JOB NO.:	25510.37		
FILE:	25502 - VILLAGE X-EASEMENT EXHIBIT-PARK.DWG		

3
of
4

T:\25502-River Islands\DWG\FINAL MAPS\TRACT 4020-VILLAGE X\PLATS\25502 - VILLAGE X-EASEMENT EXHIBIT-PARK.dwg

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	75.00'	11°43'26"	15.35'
C2	146.00'	29°23'00"	74.87'
C3	155.00'	28°21'43"	76.73'
C4	75.00'	168°24'38"	220.45'
C5	75.00'	125°39'04"	164.48'
C6	75.00'	42°45'34"	55.97'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L3	N31°13'37"W	60.00'
L4	N12°47'55"E	7.95'
L5	S12°47'55"W	21.01'

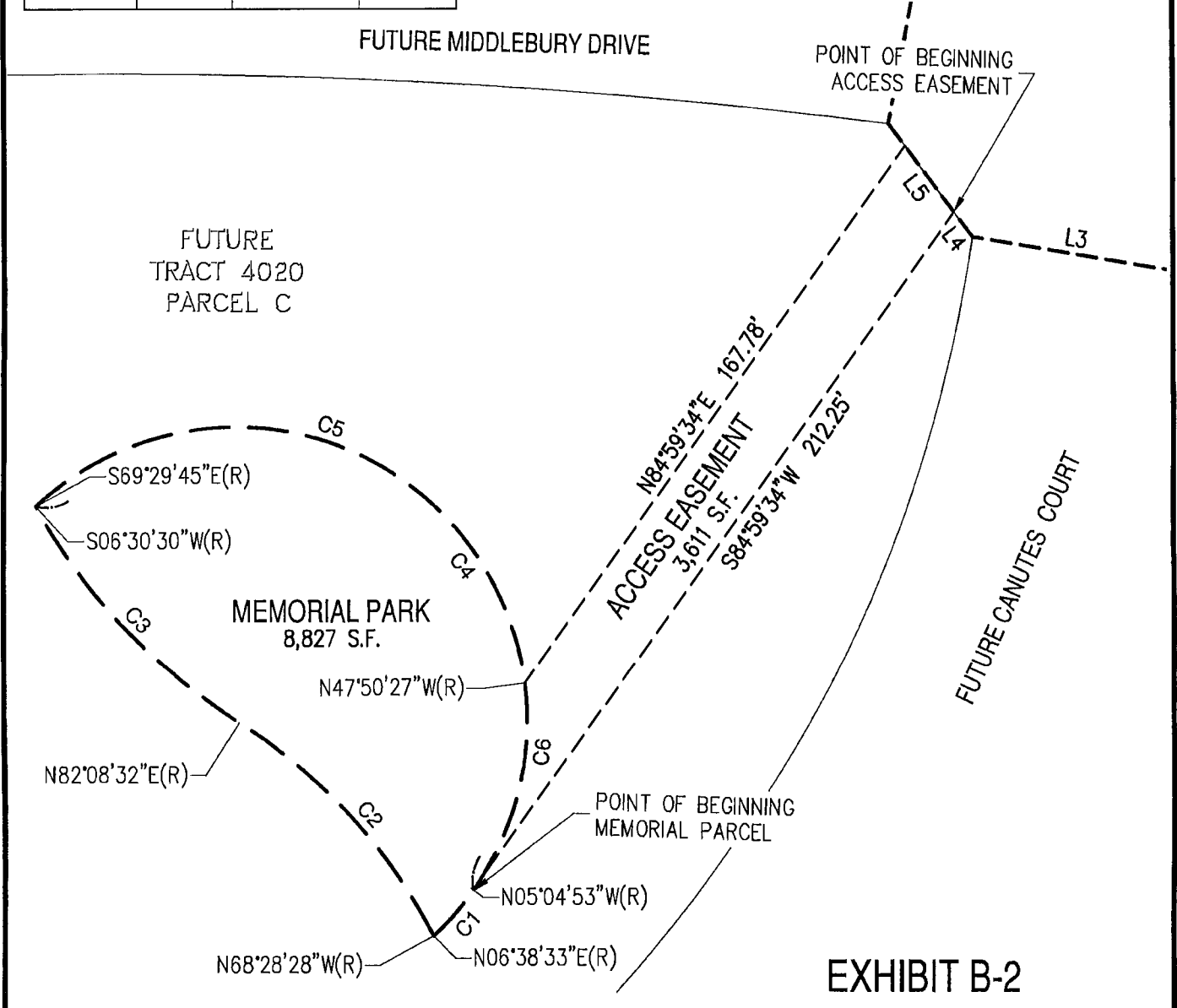
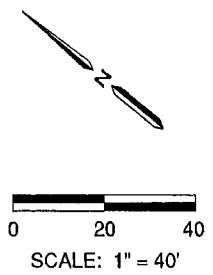


EXHIBIT B-2



1165 Scenic Drive, Suite A
 Modesto, CA 95350
 odellengineering.com

DESCRIPTION: MEMORIAL PARCEL			
SCALE:	AS SHOWN	DATE:	FEB 3, 2020
JOB NO.:	25510.37		
FILE:	25502 - VILLAGE X-EASEMENT EXHIBIT-PARK.DWG		

4
of
4

ITEM 5.1

**CITY MANAGER’S REPORT
OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING**

ITEM: 2021 SJMSCP DEVELOPMENT FEE ANNUAL ADJUSTMENT

RECOMMENDATION: Council to Consider the Following:
1. Hold a Public Hearing; and
2. Adopt a Resolution Approving an Annual Adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) Development Fee for 2021.

SUMMARY:

On August 27, 2020, the San Joaquin Council of Governments (SJCOG) Board approved the annual adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) development fees. With recommendation from the SJCOG staff, Financial Subcommittee, and Habitat Technical Advisory Committee, SJCOG Inc. Board approved the annual adjustment to the development fees and is requesting each participating jurisdiction to adopt the annual adjustment to the SJMSCP development fees. The new fee calculations will become effective on January 1, 2021.

The final calculation of the 2021 SJMSCP development fees shows an approximate overall increase of 35.4% in the most commonly impacted categories of Agricultural and Natural habitat classifications compared from 2020. The increase is due primarily to a rise in the land acquisition component for agricultural land price values of comparable sales and part of the endowment related to enhancement costs for preserves being updated to current costs.

The following table shows the habitat category, the current 2020 fees, and proposed 2021 fee adjustments.

YEAR	2017	2018	2019	2020	2021 (Proposed)
Multi-purpose	\$8,905	\$9,701	\$6,700	\$6,412	\$8,682
Agriculture/Natural	\$17,808	\$19,400	\$13,399	\$12,822	\$17,363
Vernal Pool (grasslands)	\$66,437	\$72,523	\$54,576	\$52,833	\$71,544
Vernal Pool (wetted)	\$109,737	\$116,871	\$101,033	\$100,788	\$161,286

**CITY MANAGERS REPORT
OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING
2021 SJMSCP DEVELOPMENT FEES**

PAGE 2

Staff recommends adoption of the attached resolution approving an annual adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) development fees for 2021.

BACKGROUND:

On November 6, 2001, the City Council adopted Ordinance No. 01-194, establishing the SJMSCP. The plan established a procedure to mitigate the impacts of new development on undeveloped land within the cities of Lathrop, Escalon, Tracy, Ripon, Manteca, Lodi, Stockton, and San Joaquin County. Each city and the County adopted the SJMSCP and the recommended fee schedule at that time. A Habitat Conservation Map (Attachment 2) identifies those areas within the City of Lathrop that are subject to a specific habitat fee category. Since its adoption, the developer paid SJMSCP fees have been adjusted annually on January 1st of each year.

The development fees were calculated using a formula which is adjusted annually [Fee = Category A (acquisition) + Category B (assessment & enhancement) + Category C (land management & administration)]. Each component of the formula is adjusted using a specific mechanism which relates to the individual component in the fees.

Projects which participate under the SJMSCP benefit from a pre-determined streamlined processing of the project rather than navigating through a very long and cumbersome regulatory process led by local jurisdiction staff outside the habitat plan. By opting for plan participation, the project can choose a number of ways to provide mitigation for the impacts of the project through the plan:

1. Pay a fee;
2. Redesign the project to avoid/minimize impacts;
3. Provide land in lieu of the SJMSCP fee which the project will negotiate the easement/fee title costs; or
4. Any combination of the above options.

Alternatively, the project proponent may choose to not participate in the SJMSCP and fulfill mitigation requirements on their own with state and federal permitting agencies.

RECOMMENDATION:

Staff recommends that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, adopt a resolution approving the annual adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan development fees for 2021.

FISCAL IMPACT:

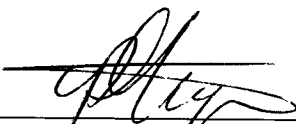
The fee adoption has no fiscal impact to the City. Developers may participate in the SJMSCP plan or opt out and fulfill mitigation requirements with state and federal permitting agencies.

ATTACHMENT:

1. Resolution to approve the 2021 San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) development fee.
2. SJMSCP Habitat Conservation Map
3. 2021 Habitat Fee Table

**CITY MANAGERS REPORT
OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING
2021 SJMSP DEVELOPMENT FEES**

APPROVALS:



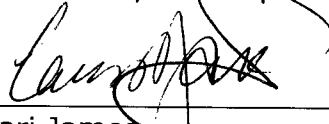
Rick Caguiat
Principal Planner

10-1-2020
Date



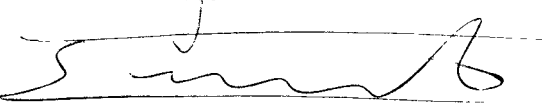
Mark Meissner
Community Development Director

10-1-2020
Date




Cari James
Finance Director

10/5/2020
Date



Salvador Navarrete
City Attorney

10.5.2020
Date



Stephen J. Salvatore
City Manager

10.6.2020
Date

RESOLUTION NO. 20 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE THE ANNUAL ADJUSTMENT TO THE SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT CONSERVATION AND OPEN SPACE PLAN (SJMSCP) DEVELOPMENT FEE FOR 2021

WHEREAS, the City Council of the City of Lathrop adopted Ordinance No. 01-194 establishing the authority for collection of a Development Fee for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) for all new development pursuant to the SJMSCP within the City of Lathrop; and

WHEREAS, a "Fee Study" dated July 1, 2001 was prepared which analyzed and identifies the costs, funding, and cost-benefit of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan; and

WHEREAS, the purpose of the SJMSCP development fee is to finance the goals and objectives of the SJMSCP that include, but are not limited to preserve land acquisition, preserve enhancement, land management, and administration that compensate for such lands lost as a result of future development in the City of Lathrop and in San Joaquin County; and

WHEREAS, after considering the fee study and the testimony received at the public hearing, the Lathrop City Council approved said report; and further found that the future development in the City of Lathrop will need to compensate cumulative impacts to threatened, endangered, rare and unlisted SJMSCP covered species and other wildlife and compensation for some non-wildlife related impacts to recreation, agriculture, scenic values and other beneficial open space uses; and

WHEREAS, an "Updated Fee Study" was prepared in 2006, 2011, 2016 and 2020 which analyzed and identified the costs and funding of the SJMSCP; and

WHEREAS, the SJMSCP development fees are divided into three categories: Category A - Acquisition; Category B - Enhancement; and Category C - Land Management/Administration; and

WHEREAS, the SJMSCP development fees for the different habitat types is shown on Attachment 3 of the staff report; and

WHEREAS, to ensure that the SJMSCP development fees keep pace with inflation, annual adjustments are made to the fees based on the method previously adopted by the Lathrop City Council; and

WHEREAS, the method of annual adjustments was modified in 2011, 2016, and 2020; and

WHEREAS, the 2020 adjustment resulted in a minor change to category "A" with an adjustment to the easement to fee title percentage used in the fee model and category "C" with pivoting to a more robust diversified endowment investment for higher return on investment.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Lathrop, as follows:

1. The City Council finds and declares that the purposes and uses of the development fee, and the determination of the reasonable relationship between the fees' uses and the type of development project on which the fees are imposed, are all established in Ordinance No. 01-194, and remain valid, and the City Council therefore adopts such determinations.
2. The 2021 development fee for the three habitat types – natural land and agricultural lands, vernal pool habitat, and multi-purpose open space conversion, shall be as set forth in Attachment 3 of the staff report, incorporated by reference herein.
3. The fee provided in this resolution shall be effective on January 1, 2021, which is at least sixty (60) days after the adoption of this resolution.

The foregoing resolution was passed and adopted this 12th day of October 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

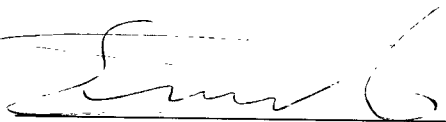
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

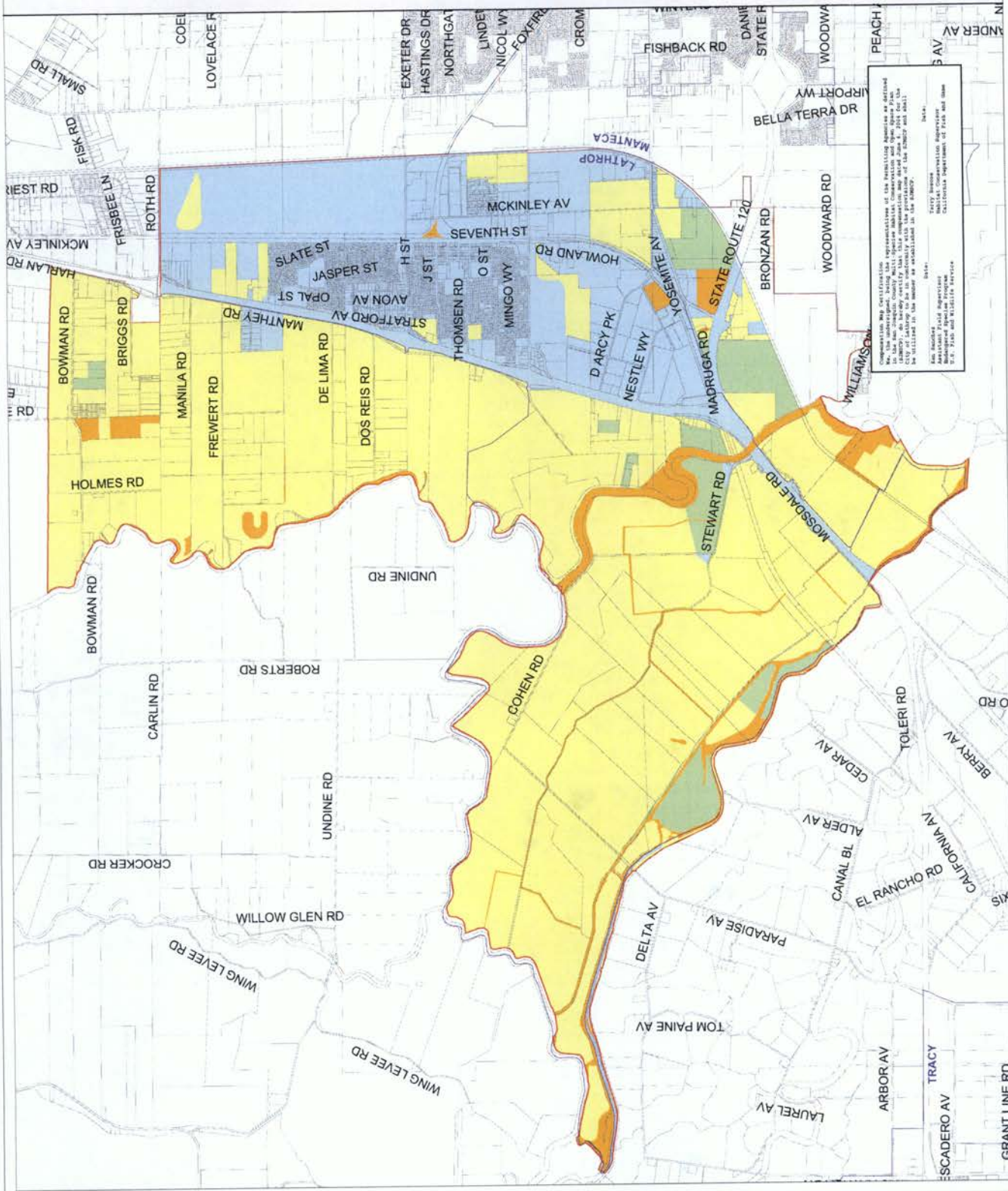
Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

San Joaquin County Multi-Species Habitat Conservation and Open Space Plan

- LAND CATEGORY / PAY ZONES**
- CATEGORY A EXEMPT
 - CATEGORY B NO PAY ZONE
 - CATEGORY C OTHER OPEN SPACES
 - CATEGORY D AG. HABITAT OPEN SPACES
 - CATEGORY E AG. HABITAT OPEN SPACES PAY ZONE B (Agricultural)
 - CATEGORY F AG. HABITAT OPEN SPACES PAY ZONE B (Natural)
 - CATEGORY G VERNAL POOLS
 - CATEGORY H PRIORITY
 - CATEGORY I PRIORITY
 - CATEGORY J PRIORITY
 - CATEGORY K PRIORITY
 - CATEGORY L PRIORITY
 - CATEGORY M PRIORITY
 - CATEGORY N PRIORITY
 - CATEGORY O PRIORITY
 - CATEGORY P PRIORITY
 - CATEGORY Q PRIORITY
 - CATEGORY R PRIORITY
 - CATEGORY S PRIORITY
 - CATEGORY T PRIORITY
 - CATEGORY U PRIORITY
 - CATEGORY V PRIORITY
 - CATEGORY W PRIORITY
 - CATEGORY X PRIORITY
 - CATEGORY Y PRIORITY
 - CATEGORY Z PRIORITY
- PLANNING AREA BOUNDARY**
- URBAN EXPANSION AREA
 - CITY LIMITS
 - PARCEL LINE



COMMISSION MAP CERTIFICATION
 The undersigned hereby certifies that the information contained herein is true and correct to the best of their knowledge and belief, and that the same has been prepared in accordance with the provisions of the California Public Resources Code, Section 25200, and the California Public Resources Code, Section 25201. The undersigned further certifies that the information contained herein is true and correct to the best of their knowledge and belief, and that the same has been prepared in accordance with the provisions of the California Public Resources Code, Section 25200, and the California Public Resources Code, Section 25201. The undersigned further certifies that the information contained herein is true and correct to the best of their knowledge and belief, and that the same has been prepared in accordance with the provisions of the California Public Resources Code, Section 25200, and the California Public Resources Code, Section 25201.

DATE: 10/15/2010
BY: [Signature]
TITLE: [Title]



CITY OF LATHROP

San Joaquin Council of Governments
 555 East Victor Avenue
 Sacramento, CA 95833





SJCOG, Inc.

555 East Weber Avenue • Stockton, CA 95202 • (209) 235-0600 • FAX (209) 235-0438

San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)

Sol Jorack
CHAIR

Leo Zuber
VICE CHAIR

Andrew T. Chesley
PRESIDENT

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

2021 Updated Habitat Fees*

Habitat Type	Fee Per Acre
Multi-Purpose Open Space	\$8,682
Natural	\$17,363
Agriculture	\$17,363
Vernal Pool - uplands	\$71,544
Vernal Pool - wetted	\$161,286

* Effective January 1, 2021 – December 31, 2021

2021 Endowment Fees with In-lieu Land**

Type of Preserve	Enhancement Cost/acre	Land Management Cost/acre	TOTAL PER ACRE ENDOWMENT
Agricultural Habitat Lands	\$4,942.00	\$681.00	\$5,623.00
Natural Lands	\$4,942.00	\$681.00	\$5,623.00
Vernal Pool Habitat			
<i>Vernal Pool Grasslands</i>	\$12,826.00	\$1,682.00	\$14,508.00
<i>Vernal Pool Wetted</i>	\$103,580.00	\$1,649.00	\$105,229.00

** Effective January 1, 2021 – December 31, 2021 in lieu of fees to be used as the endowment for the dedicated land preserves (Category B + C) based on impacted acres.

VELB Mitigation

A special fee category shall apply when removal of the Valley Elderberry Long-horned Beetle (VELB) habitat of elderberry shrubs occurs. The fee shall be paid to SJCOG, Inc. or a VELB mitigation bank approved by the Permitting Agencies. The current fee, as established in the VELB Conservation Fund Account managed by the Center for Natural Lands Management, and approved by the USFWS, is \$1,800 per VELB Unit (one unit= one stem over 1" in diameter at ground level which is removed). Fees shall be established by the JPA during preconstruction surveys (i.e., counts of stems to be removed with and without exit holes shall be completed during preconstruction surveys) and shall be paid to the JPA prior to ground disturbance or stem removal, whichever comes first.

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ITEM 5.2

CITY MANAGER'S REPORT OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE AMENDING CHAPTER 17.04, GENERAL PROVISIONS, AND CHAPTER 17.80, ACCESSORY DWELLING UNITS OF THE LATHROP MUNICIPAL CODE RELATED TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS (TA-20-103)

RECOMMENDATION: The Council to Consider the Following:

1. Hold a Public Hearing; and
2. First Reading and Introduction of an Ordinance to Amend Chapter 17.04, General Provisions, and Chapter 17.80, Accessory Dwelling Units of the Lathrop Municipal Code Related to Accessory Dwelling Units and Junior Accessory Dwelling Units. The amendments to the Municipal Code include the following:
 - Chapter 17.04 (General Provisions): Amend Section 17.04.080, Definitions, to include definitions for Efficiency Kitchen, Junior Accessory Dwelling Unit, Public Transit, Tandem Parking and Amend the definitions for existing Accessory Dwelling Unit and Accessory Structure.
 - Chapter 17.80 (Accessory Dwelling Unit): Amend Chapter 17.80 to be consistent with new State law. The amendment will also include provisions for the creation of Junior Accessory Dwelling Units.

SUMMARY:

The proposed Code Text Amendment is a staff-initiated proposal to modify the Lathrop Municipal Code (LMC) to be consistent with new State law related to Accessory Dwelling Units (ADUs) and Junior Accessory Dwellings Units (JADUs). Specifically, the amendments include:

- Chapter 17.04 (General Provisions): Amend Section 17.04.080, Definitions, to include definitions for Efficiency Kitchen, Junior Accessory Dwelling Unit, Public Transit, Tandem Parking and amend the existing definitions for Accessory Dwelling Unit and Accessory Structure.

- Chapter 17.80 (Accessory Dwelling Units): Amend Chapter 17.80 to be consistent with new State law, and include provisions for the creation of Junior Accessory Dwelling Units.

BACKGROUND:

Previous action by the City and State regarding ADUs include the following:

- **1992** – City adopted a Comprehensive Municipal Code and included Chapter 17.80 titled “Second Unit Housing” that provided regulations for the creation of ADU’s (then known as Second Unit Housing).
- **March 21, 2016** – City Council adopted amendments to the Municipal Code, including amendments to Chapter 17.80 to be consistent with State law. The amendment expanded the regulations to include development standards for setbacks, height, minimum area of the property, access, etc.
- **January 1, 2017 (State Law)** – New housing related laws went into effect that deemed ADUs as a permanent by-right land use, subject to development criteria in California Government Code Section 65852.2. This “ADU Law” made the City’s former “Second Unit Housing” Chapter null and void for being inconsistent with current legislation.
- **December 18, 2017** – City Council adopted amendments to Chapter 17.80 to be consistent with State law that became effective on January 1, 2017. The amendments included renaming the Chapter to “Accessory Dwelling Units”, revising the development standards to be consistent with State law, and clarifying that ADUs are created without discretionary action.
- **January 1, 2018 (State Law)** – Additional housing legislation (SB 229 and AB 494) became effective that provided clarification and wording changes to the law governing ADUs. The new legislation clarified that no setback is required for the conversion of an existing garage to an ADU and that the City has an option to require off-street parking to be replaced.
- **April 8, 2019** – City Council adopted amendments to Chapter 17.80 to be consistent with SB 229 and AB 494. The amendments included adding language to require no setback for an existing garage that is converted to an ADU and requiring off-street be replaced in the event a garage is converted into an ADU.

- **January 1, 2020 (Current State Law)** – New housing legislation (AB 68, AB 881, AB 670, AB 587, AB 671, and SB 13) was passed modifying State requirements on ADUs. This legislation included various amendments to the ADU Law with regards to development standards, the number of ADUs that can be constructed on a lot and allows Junior Accessory Dwelling Units (JADUs) to be constructed on the same lot as a detached ADU. Further discussion related to this housing legislation is below.
- At their regular meeting of September 16, 2020, the Planning Commission voted unanimously (4-0), one absent, to recommend the City Council adopt an Ordinance regarding the proposed amendments to the Lathrop Municipal Code. Attached is the Planning Commission Resolution No. 20-10 for reference (Attachment #4).

ANALYSIS:

Proposed Amendments to the Municipal Code

The proposed amendments include the following:

- Amend the definition for “Accessory Dwelling Unit” to be consistent with State law:

“Accessory dwelling unit” means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

- A. An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code.
- B. A manufactured home, as defined in Section 18007 of the Health and Safety Code.

- Amend the definition for “Accessory Structure” to be consistent with State law:

“Accessory structure” means a structure that is accessory and incidental to a dwelling located on the same lot—~~an attached or detached structure that is~~ either entirely enclosed by walls and a solid roof or is partially enclosed with a solid or limited roof covering. Examples include, but are not limited to, greenhouses, pool houses, sunrooms, workshops, storage sheds, barns, as well as carports, patio covers, gazebos and stables. Accessory structures also include play equipment, windmills, water towers, and other similar agricultural structures.

- Add definitions for the following terminology, consistent with State law:

“Junior accessory dwelling unit” means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

“Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

“Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

Note that the definitions for Public Transit and Tandem Parking are related to off-street parking requirements for ADUs.

State law allows the City to require one (1) off-street parking space for each ADU and that parking space can be in tandem with the existing off-street parking for the single-family residence (i.e. the garage driveway). State law also allows an exemption to the off-street parking requirement when the proposed ADU is within one-half mile walking distance of public transit.

- Amend Chapter 17.80: *Accessory Dwelling Units* to be consistent with new State law. The amendments to Chapter 17.80 include the following:
 - Clarify where ADUs and JADUs are permitted and to allow the construction of ADUs on lots developed with existing multifamily dwellings per State law.
 - Re-organize the Development Standards to separate standards for ADUs and JADUs.
 - Add Development Standards for JADUs including limiting the size to 500 sq. ft., require independent exterior entrance from the primary dwelling, an efficiency kitchen, and require the property to record a deed restriction to prohibit the sale of the JADU separate from the single-family residence.
 - Reduce the side and rear yard setback from five (5) feet to four (4) feet. Additionally, the amendments further clarify that no setback is required for an existing living area or accessory structure in the same location that is converted to an ADU.

- Add a Utilities and Impact Fees Section that includes new State law that a new ADU is not considered a new residential use for the purposes of calculating utility connection fees or capacity charges for water and sewer service. This Section also references the Government Code as it relates to impact fees.
- Add a Purpose and Timing Section that includes the process for approving ADUs and JADUs. This Section includes the provision in which the City has sixty (60) days from application submittal to process a new ADU or JADU.

Municipal Code Amendments

According to the Lathrop Municipal Code, amendments to the Zoning Code must be reviewed by the Planning Commission with a recommendation forwarded to the City Council for approval. Before any recommendation to approve by the Planning Commission, or final approval by the City Council, the following finding must be made:

"That the proposed amendment will be consistent with applicable provisions of the General Plan".

Staff has determined that the proposed code amendments conform to the General Plan.

Public Notice

A Notice of Public Hearing was advertised in the Manteca Bulletin on October 1, 2020 and the meeting agenda was posted at our designated posting locations in the City and e-mailed to the digital subscribers list. As of the writing of this report, no comments were received in favor or against the proposed amendments.

CEQA REVIEW:

The proposed Municipal Code Amendment is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061 (b) (3) by the "Common Sense Exemption" that CEQA applies only to projects that have a potential for causing a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

The amendment does not change the zoning designation on any individual property and does not affect existing land use or density. The purpose of the amendment is to amend the Municipal Code to be consistent with recent State law as it relates to Accessory Dwelling Units and Junior Accessory Dwelling Units. It does not propose or require any specific development of a project.

RECOMMENDATION:

The Planning Commission and staff recommend that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, introduce and Ordinance amending Chapter 17.04, General Provisions, and Chapter 17.80, Accessory Dwelling Units of the Lathrop Municipal Code related to Accessory Dwelling Units and Junior Accessory Dwelling Units.

FISCAL IMPACT:

There is no fiscal impact to the City of Lathrop, only staff time to prepare the report. Staff time expended on this effort will be submitted to the State Housing and Community Development for reimbursement under the SB-2 Grant.

ATTACHMENTS:

1. Ordinance Approving Various Municipal Code Amendments
2. Mark-up of Chapter 17.04 General Provisions
3. Mark-up of Chapter 17.80, Accessory Dwelling Units
4. Planning Commission Resolution No. 20-10

**CITY MANAGERS REPORT
OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING
ACCESSORY DWELLING UNIT**

APPROVALS:



David Niskanen
Contract Planner

10/1/2020

Date



Rick Caguiat
Principal Planner

10-1-2020

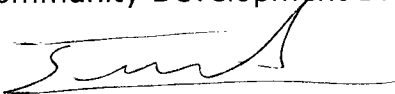
Date



Mark Meissner
Community Development Director

10-1-2020

Date



Salvador Navarrete
City Attorney

10-5-2020

Date



Stephen J. Salvatore
City Manager

10-6-2020

Date

ORDINANCE NO. 20-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING CHAPTER 17.04, GENERAL PROVISIONS, AND CHAPTER 17.80, ACCESSORY DWELLING UNITS OF THE LATHROP MUNICIPAL CODE RELATED TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS (TA-20-103)

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing at a regular meeting on September 16, 2020, at which they adopted PC Resolution No. 20-10 recommending City Council adopt Municipal Code Text Amendment No. TA-20-103 pursuant to the Lathrop Municipal Code; and

WHEREAS, the City of Lathrop City Council held a duly noticed public hearing at a regular meeting on October 12, 2020 to review and consider Municipal Code Amendment; and

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

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

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

WHEREAS, the City Council finds that the proposed code amendment is consistent with applicable provisions of the Lathrop General Plan and will implement the City's Economic Development goals by providing updated policies related to Accessory Dwelling Units and Junior Accessory Dwelling Units; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby approve Municipal Code Amendment as shown Attachments "2" and "3", incorporated by reference herein.

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

Section 1. The Lathrop Municipal Code is hereby amended as shown in Attachments "2" and "3, incorporated by reference herein.

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

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

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

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

THIS ORDINANCE was regularly introduced at a meeting of the City Council of the City of Lathrop on the ____ day of _____, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on ____ day of _____, by the following vote:

AYES:

NOES:

ABSTAIN:

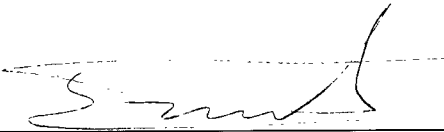
ABSENT:

SONNY DHALIWAL, MAYOR

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

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Chapter 17.04 GENERAL PROVISIONS

17.04.080 Definitions.

For the purpose of this title, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Words used in the present tense include the future tense. Words used in the singular include the plural, and words used in the plural include the singular. The masculine shall include the feminine and neuter.

“Accessory dwelling unit” means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

- A. An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code.
- B. A manufactured home, as defined in Section 18007 of the Health and Safety Code.

“Accessory structure” means a structure that is accessory and incidental to a dwelling located on the same lot ~~an attached or detached structure~~ that is either entirely enclosed by walls and a solid roof or is partially enclosed with a solid or limited roof covering. Examples include, but are not limited to, greenhouses, pool houses, sunrooms, workshops, storage sheds, barns, as well as carports, patio covers, gazebos and stables. Accessory structures also include play equipment, windmills, water towers, and other similar agricultural structures.

“Accessory use” means a use incidental, related, appropriate and clearly subordinate to the main use of the site or building, which accessory use does not alter the principle use of the site.

[...]

Dwelling, Multifamily. “Multifamily dwelling” means a building designed exclusively for occupancy by four or more families living independently of each other (for example, a quadruplex or apartment).

“Dwelling unit” means one or more rooms and a kitchen designed for occupancy by one family for living and sleeping purposes.

“Educational institutions” means public or other nonprofit institutions conducting regular academic instruction at pre-school, kindergarten, elementary, secondary and collegiate levels, and including graduate schools, universities, nonprofit research institutions and religious institutions. Such institutions must either offer general academic instruction equivalent to the standards prescribed by the State Board of Education, confer degrees as a college or university of undergraduate or graduate standing, conduct research, or give religious instruction. This definition does not include schools, academies or institutes, incorporated or otherwise, which operate for a profit, nor does it include commercial or trade schools.

“Efficiency Kitchen” means an area used, or designated to be used, for the preparation of food with the following minimal requirements: (1) a sink with a maximum waste line diameter of 1.5 inches, (2) a cooking facility with appliances that do not require electrical service greater than 120 volts, natural gas, or propane gas, and (3) a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the dwelling unit.

“Electrical distribution substation” means an assemblage of equipment which is part of a system for the distribution of electric power where electric energy is received at a subtransmission voltage and transformed to a lower voltage for distribution for general consumer use.

“Electrical transmission substation” means an assemblage of equipment which is part of a system for the transmission of electric power where electric energy is received at a very high voltage from its source of generation by means of a network of high voltage lines and where, by means of transformers, said high voltage is transformed to a low subtransmission voltage for purposes of supplying electric power to large individual consumers, interchange connections with other power producing agencies or electric distribution substations for transformation to still lower voltages for distribution to smaller individual users.

[...]

“Household pets” means domestic animals ordinarily permitted in a place of residence, kept for company and pleasure, such as dogs, cats, domestic birds, guinea pigs, white rats, rabbits, mice and other similar animals generally considered by the public to be kept as pets, excluding fowl. For one-family residences, three dogs maximum, three cats maximum, two rabbits maximum, domestic birds and other similar animals are permitted, where the total number of animals in one place of residence shall not exceed ten (10). For multiple-family residences, including mobilehomes in mobilehome parks, one dog maximum, one rabbit maximum, two cats maximum, domestic birds and other similar animals are permitted, where the total number of animals in one place of residence shall not exceed five.

“Junior accessory dwelling unit” means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

“Junk yard” means a site or portion of a site on which waste, discarded or salvaged materials are bought, sold, exchanged, stored, baled, cleaned, packed, disassembled or handled, including used furniture and household equipment yards, house wrecking yards, used lumber yards and similar storage yards, excepting a site on which uses are conducted within a completely enclosed structure and excepting motor vehicle wrecking yards as defined in this section. An establishment for the sale, purchase or storage of used cars, farm equipment or salvaged machinery in operable condition and the processing of used or salvaged materials as part of a manufacturing operation shall not be deemed a junk yard.

[...]

“Planning director” and “director” mean the planning director of the city.

“Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

“Public utility service yard” means a site or portion of a site on which a public utility company may store, house and/or service equipment such as service trucks and other trucks and trailers, pumps, spools of wire, pipe, conduit, transformers, cross-arms, utility poles or any other material, tool or supply necessary for the normal maintenance of the utility facilities.

[...]

“Supportive services” include, but are not limited to, a combination of subsidized, permanent housing, intensive case management, medical and mental health care, substance abuse treatment, employment services, and benefits advocacy.

“Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

“Target population” means persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people.

[...]

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Chapter 17.80 ACCESSORY DWELLING UNITS

17.80.010 Application.

This chapter provides standards by which the city shall evaluate and ministerially approve an application for the siting and construction of an accessory dwelling unit (ADU) or junior accessory dwelling unit (JADU) on a lot with an existing or proposed ~~dwelling~~~~one-family residence~~ located in areas zoned to allow single-family or multifamily residential use in compliance with California Government Code Sections 65852.2 and 65852.22, as may be amended. (Ord. 19-405 § 1; Ord. 18-384 § 1; Ord. 16-365 § 1; Ord. 16-355 § 1; Ord. 97-151; Ord. 92-73)

17.80.020 Permitted Locations and Types~~Developmental standards.~~

All accessory dwelling units shall meet the following standards:

~~A. — Maximum Floor Area. An accessory dwelling unit which is detached from the existing residence shall not exceed one thousand two hundred (1,200) square feet of floor area and shall conform to the development standards of this title. An accessory dwelling unit which is attached to the proposed or existing residence shall not exceed fifty percent (50%) of the existing residence and shall conform to the setback, lot coverage and height requirements for the primary dwelling, with a maximum increase in floor area of one thousand two hundred (1,200) square feet.~~

A. ADUs are permitted in all zone districts allowing single-family or multifamily residential uses on lots developed with existing or proposed dwellings.

B. An ADU may be established in the following methods:

1. Attached to, or located within, an existing or proposed primary dwelling.
2. A new detached structure, or located within or attached to an accessory structure, including detached garages or similar structures.
3. Conversion of existing attached or detached accessory structures, including garages, storage areas, or similar structures.
4. Reconstruction of an existing structure or living area that is proposed to be converted to an ADU, or a portion thereof, in the same location and to the same dimensions and setbacks as the existing structure.

C. One JADU may be established within the space of an existing or proposed single-family residence, on a lot that is zoned to allow single-family residential uses.

D. A JADU may be established within the space of the primary dwelling in combination with the construction of one detached, new construction ADU not exceeding 1,200 square feet and height of 16 feet with four-foot side and rear yard setbacks.

E. ADUs shall be permitted on lots developed with existing multifamily dwellings subject to the following provisions:

1. A minimum of one ADU may be constructed, or up to 25 percent of the existing unit count, within non-livable space, including, but not limited to, storage rooms, passageways, attics, basements, or closets.

2. The construction of two detached ADUs, subject to a maximum height of 16 feet, and four-foot side and rear setbacks. In this case, only two detached ADUs are permitted on lots developed with existing multifamily dwellings.

17.80.030 Development Standards

A-B.—Development Standards. Accessory dwelling units shall comply with the following standards:

1. ADU Type, Location & Size.

a. Attached Unit: An ADU attached to an existing primary dwelling shall not exceed 50 percent of the total existing or proposed living area of the primary dwelling.

b. Detached Unit: An ADU structurally independent and detached from the existing or proposed primary dwelling shall not exceed 1,200 square feet.

c. ADUs shall have independent exterior access from the primary dwelling. No passageway to the primary dwelling shall be required.

d. ADUs shall not be required to provide fire sprinklers if they are not required for the primary residence.

2. JADU Location, Size, and Standards.

a. A JADU shall be constructed entirely within an existing or proposed primary dwelling and shall not exceed 500 square feet.

b. JADUs shall have an independent exterior entrance from the primary dwelling but may also include shared access between two units.

c. A JADU, at a minimum, shall include an efficiency kitchen as defined in Section 17.04.080.

d. The property owner shall reside in either the principal dwelling unit or the junior accessory dwelling unit.

e. Prior to issuance of a building permit for the JADU, the property owner shall file with the City a deed restriction for recordation with the County Recorder, which shall run with the land and include the provisions listed in Government Code Section 65852.22.

3+. Setbacks.

a. Have minimum interior side and rear setbacks of ~~four~~five feet and street side setback of ten (10) feet.

b. No setback shall be required for an existing living area or accessory structure in the same location and to the same dimensions as an existing structure~~garage~~ that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than ~~five~~four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure~~constructed above a garage~~.

c2. Setback from Structures. Be set back from other structures on the parcel consistent with the city-adopted building code.

43. Height. Not to exceed one story or ~~sixteen~~fifteen (~~16~~15) feet in height, except that a detached accessory dwelling unit may be constructed above a detached garage to a maximum height of thirty (30) feet.

54. Location on Parcel. ~~Be constructed at the rear or interior side of an existing single-family residence, or otherwise appear secondary in nature, and not be constructed in front of the primary structure. An accessory dwelling unit can either be attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing dwelling.~~

~~5. Lot Size. Accessory dwelling units are permitted on lots with a minimum area of five thousand (5,000) square feet. Only one accessory dwelling second unit is allowed per lot.~~

B6. Compatibility. ~~The addition of an accessory dwelling unit shall be designed and constructed to be is-compatible~~ with the existing house as to height, style, materials, and colors.

C. Access. Doorway access shall be provided either to the side or rear of the accessory dwelling unit. Direct doorway access to the front yard is prohibited. The accessory dwelling unit shall utilize the same vehicular access which serves the existing dwelling unit.

D. Off-Street Parking.

1 At least one additional off-street parking space shall be provided for the accessory dwelling unit or bedroom, whichever is less, unless otherwise exempt under Section 17.80.030(E).

2 The parking spaces required for the accessory dwelling unit can be in tandem to the required parking of the main residential structure, may be uncovered, and can be located within the front setback as long as all other yard requirements are met.

3+. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, those off-

~~street parking spaces are not required to be replaced. the parking spaces shall be replaced consistent with Chapter 17.76 of this title.~~

E. **Off-Street Parking Exemption.** Off-street parking shall not be imposed in any of the following instances:

1. The accessory dwelling unit is located within one-half mile walking distance of public transit;
2. The accessory dwelling unit is located within an architecturally and historically significant historic district;
3. The accessory dwelling unit is part of the existing primary residence or an existing accessory structure;
4. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit;
5. When there is a car share vehicle located within one block of the accessory dwelling unit.

F. Mobilehomes or Manufactured Housing. Mobilehomes or manufactured housing on permanent foundations shall be permitted as an accessory dwelling unit, only if they are installed on permanent foundations, and the mobilehome complies with the 1974 National Manufactured Housing Construction and Safety Act.

17.80.040 Utilities and Impact Fees

AF. **Utility Service and Kitchen Facilities.** Accessory dwelling units shall be provided with adequate water, sewer and other utilities (sewer allocation for one residential unit will suffice for both). ~~The applicant shall have the option of paying installation cost and a monthly fee for a second water meter. The applicant shall also have the option of taking all sewer flow through the existing sewer lateral, or of paying the installation cost and monthly fee for a second lateral. The second unit shall also be provided with full kitchen facilities including range, oven, sink and refrigerator, as determined by the city building official. Accessory dwelling units shall not be considered a new residential use for the purposes of calculating utility connection fees or capacity charges for water and sewer service. The City shall not require a new or separate utility connection or impose a related connection fee or capacity charge for ADUs and JADUs that are contained within an existing residence or accessory structure.~~

B. Fees. Fees charged for the construction of ADUs shall be consistent with Government Code Section 65852.2(f).

G. ~~Visual Appearance.~~ An accessory dwelling unit shall be designed and constructed so as to blend with and complement the existing one family unit to which it is attached in terms of height, roofing and siding materials, and color.

~~H. Mobilehomes or Manufactured Housing. Mobilehomes or manufactured housing on permanent foundations shall be permitted as an accessory dwelling unit, only if they are installed on permanent foundations, and the mobilehome complies with the 1974 National Manufactured Housing Construction and Safety Act.~~

17.80.050 Process and Timing

A. Approval Process. An accessory dwelling unit and junior accessory dwelling unit is considered and approved ministerially, without discretionary review or hearing, if it meets the minimum standards in this Chapter.

B. Timing. The city must act on an application to create an accessory dwelling unit or junior accessory dwelling unit within 60 days from the date that the city receives a completed application, unless either:

1. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay; or

2. In the case of a junior accessory dwelling unit and the application to create a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on a lot, the city may delay acting on the permit application for the junior accessory dwelling unit until the city acts on the permit application to create new single-family dwelling, but the application to create the junior accessory dwelling unit will still be considered ministerially without discretionary review or a hearing.

17.80.060 Compliance with Other Regulations

~~I. Compliance with Other Regulations. Notwithstanding the above standards, all accessory dwelling units established under this chapter shall meet all of the requirements of the zoning district for which the accessory dwelling unit is in as to fences, walls and hedges; site area; frontage; width and depth of site; coverage; yard requirements; height of structures; distance between structures; signs; applicable building and fire codes and general provisions and exceptions. (Ord. 19-405 § 1; Ord. 18-384 § 1; Ord. 16-355 § 1; Ord. 97-151; Ord. 92-73)~~

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 20-10**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP RECOMMENDING CITY COUNCIL ADOPT AN ORDINANCE AMENDING CHAPTER 17.04, GENERAL PROVISIONS, AND CHAPTER 17.80, ACCESSORY DWELLING UNITS OF THE LATHROP MUNICIPAL CODE RELATED TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS (TA-20-103)

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public meeting to consider the text amendment pursuant to the Lathrop Municipal Code; and

WHEREAS, on March 21, 2016, the City Council adopted Ordinance No. 16-355, amending the Lathrop Municipal Code (LMC) to be consistent with State law relating to accessory dwelling units; and

WHEREAS, the State of California has enacted legislation that affect accessory dwelling units which became effective on January 1, 2017; and

WHEREAS, on December 18, 2017, the City Council adopted Ordinance No. 18-384, amending the LMC to be consistent with State law that became effective on January 1, 2017, including renaming Chapter 17.80 to "Accessory Dwelling Units"; and

WHEREAS, the State of California has enacted additional legislation (Senate Bill 229 and Assembly Bill 494) which became effective on January 1, 2018; and

WHEREAS, on April 8, 2019, the City Council adopted Ordinance No. 19-405, amending the LMC to be consistent with State law that became effective on January 1, 2018; and

WHEREAS, in October 2019, the Governor of California Signed Senate Bill 13, Assembly Bill 68, Assembly Bill 881, Assembly Bill 670 and Assembly Bill 587 (Statutes) which relate to the creation of new ADUs and were intended to address California's ongoing housing affordability crisis by reducing local regulatory barriers to constructing new ADUs; and

WHEREAS, on January 1, 2020, these statutes became effective and voided the City of Lathrop's existing local accessory dwelling unit regulations; and

WHEREAS, State law requires that all local agencies provide a streamlined, ministerial review process for ADUs and Junior Accessory Dwelling Units (JADUs); and

WHEREAS, the proposed revisions to the LMC are necessary to bring the City's accessory dwelling unit regulations into compliance with State law generally to address new provisions that further limit the ability for local jurisdictions to impose development standards on new ADUs, expand the circumstances where ADUs and JADUs may be approved, and further streamline the

process to require approval of a complete application within 60 days of submittal (instead of 120 days); and

WHEREAS, the proposed revisions to the LMC are created as to not conflict with California Government Code Sections 65852.2 and 65852.22; and

WHEREAS, regulation of ADUs also relates to the City's 6th Cycle Housing Element Update because the City will be able to account for ADUs and JADUs as a housing program strategy to satisfy a portion of the City's assigned Regional Housing Needs Assessment (RHNA) housing needs [Government Code Sections 65583.1(a) and 65852.2(m)]; and

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

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

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

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

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

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby recommend the City Council adopt Municipal Code Text Amendment No. TA-20-103 as shown in Attachments B and C, incorporated by reference herein.

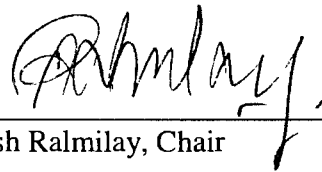
PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a regular meeting on the 16th day of September, 2020 by the following vote:

AYES: Ralmilay, Dresser, Ishihara, Gatto

NOES: None

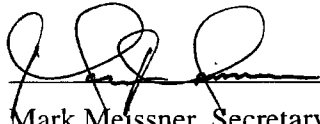
ABSTAIN: None

ABSENT: Rhodes



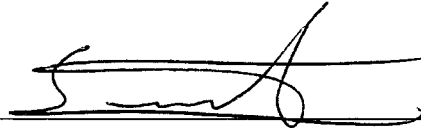
Ash Ralmilay, Chair

ATTEST:



Mark Meissner, Secretary

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

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ITEM 5.3

CITY MANAGER'S REPORT OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030, PUBLIC WORKS DIRECTOR TO PLACE SIGN INDICATING NO PARKING AREAS, AND SECTION 10.24.070, RESTRICTED PARKING; OF THE LATHROP MUNICIPAL CODE

RECOMMENDATION: City Council to Consider the Following:

1. Hold a Public Hearing; and
2. First Reading and Introduction of an Ordinance to Consider Amending Title 10, Chapter 10.24, Section 10.24.030, Public Works Director to Place Sign Indicating No Parking Areas, and Section 10.24.070, Restricted Parking; of the Lathrop Municipal Code

SUMMARY:

In response to recent concerns raised by residents and to include new developments within the City, staff has identified modifications and additions to Section 10.24.030, Public Works Director to Place Sign Indicating No Parking Areas, and Section 10.24.070, Restricted Parking; of the Lathrop Municipal Code.

Staff requests that City Council consider an amendment to the Lathrop Municipal Code (LMC), Section 10.24.030 to add or modify the street sections listed as no parking areas and Section 10.24.070 to prohibit parking in a roundabout or traffic circle as detailed in Exhibit A to the proposed Ordinance.

BACKGROUND:

Pursuant California Vehicle Code (CVC) Section 22507, the City is required to establish no parking areas within City limits by ordinance. Establishment of no parking areas in the City Municipal Code allows for enforcement of illegally parked vehicles by Lathrop Police Services.

In response to recent concerns raised by residents and to include new developments within the City, staff recommends modifications and additions to parking restrictions in the City's Municipal Code. Staff requests that City Council consider an amendment to the Lathrop Municipal Code (LMC), Section 10.24.030 to add or modify the street sections listed as no parking areas and Section 10.24.070 to prohibit parking in a roundabout or traffic circle as detailed in Exhibit A to the proposed Ordinance.

CITY MANAGER'S REPORT **PAGE 2**
OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AMENDING TITLE 10,
CHAPTER 10.24, SECTION 10.24.030, PUBLIC WORKS DIRECTOR TO PLACE
SIGN INDICATING NO PARKING AREAS, AND SECTION 10.24.070,
RESTRICTED PARKING; OF THE LATHROP MUNICIPAL CODE

REASON FOR RECOMMENDATION:

The proposed Ordinance would respond to the requests of residents and include new developments by adding or modifying no parking areas and restricted parking as shown in Exhibit A to the proposed Ordinance. This action is consistent with the intended and planned use of the roadways, shoulders, and street frontages.

FISCAL IMPACT:

Various costs associated with the additions and modifications to the no parking areas, including signage and painting curbs red, will be paid from the Street Fund 208.

ATTACHMENTS:

- A. An Ordinance of the City Council of the City of Lathrop to Amend Title 10, Chapter 10.24, Section 10.24.030, Public Works Director to Place Sign Indicating No Parking Areas, and Section 10.24.070, Restricted Parking; of the Lathrop Municipal Code

CITY MANAGER'S REPORT
OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AMENDING TITLE 10,
CHAPTER 10.24, SECTION 10.24.030, PUBLIC WORKS DIRECTOR TO PLACE
SIGN INDICATING NO PARKING AREAS, AND SECTION 10.24.070,
RESTRICTED PARKING; OF THE LATHROP MUNICIPAL CODE

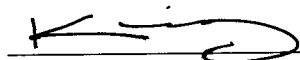
APPROVALS:



Brad Taylor
Associate Engineer

9/23/2020


Date



Michael King
Director of Public Works

9-24-2020

Date



Glenn Gebhardt
City Engineer

9-29-2020

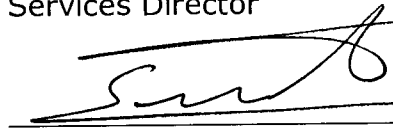
Date



Cari James
Finance & Administrative
Services Director

9/24/2020

Date



Salvador Navarrete
City Attorney

9.21.2020

Date



Stephen J. Salvatore
City Manager

10.5.2020

Date

ORDINANCE NO. 20-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AMEND TITLE 10, CHAPTER 10.24, SECTION 10.24.030, PUBLIC WORKS DIRECTOR TO PLACE SIGN INDICATING NO PARKING AREAS, AND SECTION 10.24.070, RESTRICTED PARKING; OF THE LATHROP MUNICIPAL CODE

WHEREAS, pursuant to California Vehicle Code (CVC) Section 22507, the City is required to establish No Parking Areas within the City limits by ordinance; and

WHEREAS, in response to recent concerns raised by residents and to include new developments within the City, staff recommends modifications and additions to Lathrop Municipal Code Section 10.24.030, Public Works Director to Place Sign Indicating No Parking Areas, and Section 10.24.070, Restricted Parking; and

WHEREAS, Staff requests that the City Council consider an amendment to the Lathrop Municipal Code (LMC), Section 10.24.030 and Section 10.24.070 as shown in Exhibit A attached hereto and incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby approve amending Section 10.24.030, Public Works Director to Place Sign Indicating No Parking Areas, and Section 10.24.070, Restricted Parking, of the Lathrop Municipal Code as shown in Exhibit A attached hereto.

Section 1. The Lathrop Municipal Code is hereby amended as shown in attached Exhibit A, incorporated by reference herein.

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

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

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

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

THIS ORDINANCE was regularly introduced at a regular meeting of the City Council of the City of Lathrop on the 12th day of October 2020, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the ____ day of _____ 2020, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

New text is shown by underline; deleted text is shown by ~~strikethrough~~

Chapter 10.24 PARKING

[...]

10.24.030 ~~Public works director to place sign indicating no parking areas.~~ Designated No Parking Areas

Upon amendment by ordinance prohibiting parking on certain streets and/or highways within the corporate limits of the city, as depicted below, the director of public works is directed to place appropriate signs and/or markings sufficient to give adequate notice of such no parking areas. Until appropriate signs and/or markings sufficient to give adequate notice of such no parking areas, as depicted below, is provided by the director of public works, no enforcement of the provisions of this section shall occur.

Pursuant to the provisions of the California Vehicle Code, the following no parking zones are created or affirmed if previously created in the corporate limits of the city of Lathrop:

Street	Side	Location
Academy Drive	North	<u>Beginning at the centerline of Somerston Parkway, thence running easterly to the centerline of River Bend Drive, a distance of 2,000 feet, more or less</u>
Barbara Terry Boulevard	Both	<u>Entire length</u>
Bosch Avenue	Both	<u>Beginning at the centerline of Middlebury Drive, thence running northerly to the centerline of Mulholland Drive, a distance of 1,850 feet more or less</u>
Brookhurst Boulevard	Both	Beginning at Manthey Road and ending at McKee Boulevard
Cedar Ridge Court	Southwest	From south end of the driveway to 14917 Cedar Ridge Court to a point southeast 30 feet
Christopher Way	Both	Beginning at the centerline of D'Arcy Parkway, thence running south westerly a distance of 3,000 feet, more or less
Cohen Road	Both	Beginning at a point 4,874 feet east of the extended centerline of Paradise Road (where the road begins to climb onto the Reclamation District #2062 levee), thence running easterly 4,644 feet along the top of the levee, more or less
Commercial Street	Both	<u>Beginning at the centerline of Academy Drive, thence running northerly to the centerline of Marina Drive, a distance of 1,300 feet, more or less</u>
D'Arcy Parkway	North	Beginning at the centerline of Harlan Road, thence running easterly a distance of 4,200 feet, more or less
D'Arcy Parkway	North	Beginning at the centerline of Yosemite Avenue, thence running westerly a distance of 1,750 feet, more or less
D'Arcy Parkway	North	Beginning at a distance of 4,200 feet east of the centerline of Harlan Road, thence running easterly a distance of 800 feet more or less. Allow 30-minute parking
D'Arcy Parkway	South	Beginning at the centerline of Harlan Road, thence running easterly a distance of 150 feet, more or less
D'Arcy Parkway	South	Beginning at a distance 150 feet east of the centerline of Harlan Road, thence running easterly a distance of 200 feet, more or less, allow 30-minute parking
D'Arcy Parkway	South	Beginning at a distance 350 feet east of the centerline of Harlan Road, thence running easterly a distance of 2,650 feet, more or less
D'Arcy Parkway	South	Beginning at the centerline of Yosemite Avenue, thence running westerly a distance of 2,600 feet, more or less
D'Arcy Parkway	South	Beginning at a distance of 3,000 feet east of the centerline of Harlan Road, thence running easterly a distance of 1,200 feet more or less. Allow 30-minute parking
Dell'Osso Drive	Both	<u>Entire length</u>
Dos Reis Road	Both	Beginning at Manthey Road and proceeding westerly to the west end of Dos Reis Road
Fifth Street	East	Beginning at the centerline of Thomsen Road, thence running southerly approximately 165 feet

No Parking Areas – Chapter 10.24 Mark-Up

Street	Side	Location
Fifth Street	West	Beginning at the centerline of Mingo Way, thence running southerly to the centerline of Louise Avenue, for a distance of 500 feet, more or less
Fifth Street	West	Beginning 50 feet south of the centerline of N Street, thence running southerly approximately 400 feet to O Street, more or less. Prohibit parking between the hours of 8:30 a.m. to 2:30 p.m., Monday through Friday. Allow temporary loading/unloading of vehicle passengers between the hours of 8:00 a.m. to 8:30 a.m. and 2:30 p.m. to 3:00 p.m., Monday through Friday. Allow parking between the hours of 3:00 p.m. and 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday
Golden Spike Trail	West	Beginning at the intersection of Brookhurst Boulevard and Golden Spike Trail proceeding 750 feet north on the west side of Golden Spike Trail. Prohibit parking from the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Allow parking between the hours of 5:00 p.m. to 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday
Golden Spike Trail	East	Beginning at the intersection of Brookhurst Boulevard and Golden Spike Trail proceeding 100 feet north on the east side of Golden Spike Trail. Prohibit parking from the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Allow parking between the hours of 5:00 p.m. to 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday
Golden Valley Parkway	Both	Entire length within the city of Lathrop
Glacier Street	Both	Entire length
Harlan Road	Both	Beginning at the centerline of Lathrop Road, thence running northerly to the centerline of Roth Road, for a distance of approximately 10,900 feet.
Harlan Road	Both	Beginning at the centerline of Lathrop Road, thence running southerly to the centerline of Louise Avenue, for a distance of 7,200 feet, more or less.
Harlan Road	East	Beginning at the centerline of Warren Avenue, thence running southerly, a distance of 450 feet, more or less.
Harlan Road	Both	Entire length within city limits
Howland Road	Both	Beginning at the centerline of Louise Avenue, thence running southerly to the centerline of Vierra Road D'Arcy Parkway, a distance of 6,400 feet, more or less
Jefferson Way	Both	Entire length
Lathrop Road	Both	Beginning at the centerline of Manthey Road then westerly to the centerline of Golden Valley Parkway.
Lathrop Road	Both	Beginning at the west right-of-way of Interstate 5 centerline of Golden Valley Parkway, thence running easterly to the eastern city limit line, a distance of 8,300 feet, more or less
Louise Avenue	Both	Beginning at the west right-of-way of Interstate 5, thence running easterly to the eastern city limit line, a distance of 10,600 feet, more or less
Madruga Road	Both	Beginning at the centerline of Yosemite Avenue, thence running northerly to the centerline of Glacier Street, a distance of 770 feet, more or less
Manthey Road	Both	Beginning at the southern city limit line, thence running northerly to the northern city limit line, a distance of 28,400 feet, more or less
Marina Drive	Both	Beginning at the centerline of Somerston Parkway, thence running easterly to the centerline of River Bend Drive, a distance of 2,400 feet, more or less
Manthey Road	Both	Beginning at a point 500 feet east of Mossdale Crossing, thence running westerly to Mossdale Crossing, a distance of 500 feet, more or less.
Manthey Road	Both	Beginning at the intersection of Louise Avenue to the north, southerly to a distance of approximately 1,100 feet south of Brookhurst Boulevard, a distance of 5,600 feet, more or less.
Manthey Road	Both	From the centerline of River Islands Parkway, thence running northerly to the northern city limit line, a distance of 16,800 feet, more or less.
McKinley Avenue	East	Approximately 220 feet north and south of the centerline of the existing driveway at the Super Store site.
McKinley Avenue	West	Beginning at the southwest intersection of Louise Avenue and McKinley Avenue proceeding 800 feet south on the west side of McKinley Avenue.

No Parking Areas – Chapter 10.24 Mark-Up

Street	Side	Location
McKinley Avenue	West	Beginning at the southerly boundary of 16351 McKinley Avenue thence running northerly along McKinley Avenue for a distance of approximately 1,200 feet to the northern boundary of 16091 McKinley Avenue.
McKinley Avenue	Both	Beginning at the centerline of Lathrop Road, thence running southerly to the rail road crossing, a distance of 1300 feet, more or less
McKinley Avenue	Both	Beginning at the centerline of Louise Avenue, thence running southerly to the centerline of Yosemite Avenue, 5,300 feet, more or less
McKinley Avenue	West	Beginning at the centerline of Yosemite Avenue, thence running southerly to the city limit, 2,400, more or less
Mossdale Road	Both	Entire length within city limits
Murphy Parkway	Both	Beginning at the centerline of D'Arcy Parkway, thence running northerly to a point 900 1,830 feet, more or less, north of D'Arcy Parkway
Murphy Parkway	Both	Beginning at the centerline of Nestle Way Tesla Drive, thence running northerly to the centerline of D'Arcy Parkway, a distance of 1,500 feet, more or less. Allow 30-minute parking
Nestle Way Tesla Drive	Both	Beginning at the centerline of Harlan Road, thence running easterly to the centerline of Christopher Way, a distance of 3,600 feet, more or less
O Street	North	Beginning at a point approximately 125 feet east of the centerline of Halmar Lane, thence running easterly approximately 680 feet to Fifth Street, more or less. Prohibit parking from the hours of 8:30 a.m. and 2:30 p.m., Monday through Friday. Allow temporary loading/unloading of vehicle passengers from the hours of 8:00 a.m. and 8:30 a.m. and 2:30 p.m. to 3:00 p.m., Monday through Friday. Allow parking between the hours of 3:00 p.m. to 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday. Prohibit parking anytime 50 feet east and west of the centerline of Matador Way
Oberlin Avenue	Both	Beginning at the centerline of Marina Drive, thence running northerly to the centerline of Garden Farms Avenue, a distance of 1,400 feet, more or less
Old Harlan Road	Both	Beginning at the centerline of Harlan Road 450 feet north of Louise Avenue, thence running southerly to the centerline of Harlan Road 700 feet south of Louise Avenue, a distance of 1,150 feet, more or less
Old Harlan Road	Both	Beginning at the centerline of Lathrop Road, thence running southerly to the centerline of Harlan Road, a distance of 900 feet, more or less
Paradise Road	Both	Beginning at a point on the southern boundary of the city of Lathrop at the southern edge of the Paradise Road bridge over Paradise Cut, thence continuing north 1,450 feet, more or less-Entire length within city limits
Quartz Way	East	Beginning at the southerly boundary of 13580 Quartz Way (lot 15), thence running southerly along the easterly right-of-way line of Quartz Way, for a distance of approximately 20 feet to the northern boundary of 13590 Quartz Way (lot 14). This 20 foot frontage is the entrance to the Emergency Vehicle Access
River Islands Parkway	Both	Entire length within the city of Lathrop
Roth Road	Both	Beginning at the west right-of-way of Interstate 5, thence running east the west right-of-way of the Southern Pacific Railroad, a distance of 2,000 feet, more or less. Entire length within city limits
Sadler Oak Drive	Both	Entire length
Seventh Street	Both	Beginning at the centerline of Fifth Street, thence running easterly along Seventh Street for a distance of 600 feet, more or less
Somerston Parkway	Both	Entire length
Somerville Street	Both	Entire length
Spartan Way	Both	Beginning at the centerline of Golden Valley Parkway then westerly to the centerline of Land Park Drive-850 feet north of Hidden Cove Place
Stanford Crossing Drive	Both	Entire length
Stewart Road	Both	Beginning at a point 300 feet north of the centerline of the Union Pacific Railroad tracks (formerly southern Pacific Railroad tracks), thence running southerly along Stewart Road a distance of 800 feet, more or less
Stonebridge Lane	Both	Beginning at a point that is on the east right-of-way line of Harlan Road, thence running easterly to the centerline of Slate Street, a distance of 2,400 feet, more or

No Parking Areas – Chapter 10.24 Mark-Up

Street	Side	Location
		less
Thomsen Road	South	Beginning at the east right-of-way of Harlan Road, thence running easterly for a distance of 200 feet, more or less, designate no parking. Beginning at a point approximately 200 feet east of the right-of-way of Harlan Road, thence running easterly approximately 400 feet allow parking during the hours from 6:00 a.m. to 10:00 p.m., and designate no parking from 10:00 p.m. to 6:00 a.m.
Thomsen Road	North	Beginning at the east right-of-way of Harlan Road, thence running easterly for a distance of 200 feet, more or less, designate no parking. Beginning at a point approximately 200 feet east of the right-of-way of Harlan Road, thence running easterly approximately 200 feet allow parking during the hours from 6:00 a.m. to 10:00 p.m., and designate no parking from 10:00 p.m. to 6:00 a.m.
Top of levee and all levee access points	Both	Beginning at the northern city limit line, following the levee until the centerline of Manthey Road
Towne Centre Drive	Both	Beginning at the centerline of Manthey Road, thence westerly to 410 feet west of the centerline of Golden Valley Parkway. Allow parking for up to two hours between 6:00 a.m. to 10:00 p.m. Prohibit parking between the hours of 10:00 p.m. and 6:00 a.m.
Woodfield Drive	Both	Beginning at the centerline of Lathrop Road, thence running northerly to the centerline of Long Barn Drive, a distance of 450 feet, more or less
Yosemite Avenue	North	Beginning at the centerline of McKinley Avenue, thence running easterly to the city limit
Yosemite Avenue	South	Beginning at the centerline of McKinley Avenue, thence running westerly 2,780 feet
Yosemite Avenue	Both	Beginning 800 feet east of the right-of-way of State Route 120, thence running westerly to the centerline of Jefferson Way, a distance of 6,800 feet, more or less

The public works director is hereby directed to erect appropriate signage and/or markings to indicate the existence of these no parking zones. In erecting signage on roads with unimproved shoulders, the signs shall be placed at the edge of the right-of-way. Until and unless appropriate signage and/or markings are erected, no enforcement of these no parking zones shall occur. Payment for such signage shall come from account 208-5010. (Ord. 18-389 § 1; Ord. 17-382 § 1; Ord. 14-336 § 1; Ord. 13-325 § 1; Ord. 12-317 § 1; Ord. 11-309 § 1; Ord. 11-306 § 1; Ord. 11-304 § 1; Ord. 10-302 § 1; Ord. 10-301 § 1; Ord. 09-296 § 1; Ord. 09-288 § 1; Ord. 08-282 § 1; Ord. 99-166; Ord. 93-104)

[...]

10.24.070 Restricted Parking

No person who owns, has possession, custody or control of any vehicle shall park such vehicle upon any street or public right-of-way under the following conditions:

A. Where the use of highway or a portion thereof is necessary for the cleaning, repair or construction of the highway or for the installation of underground utilities, and signs giving notice that such vehicle may be removed are erected or placed at least twenty-four (24) hours prior to the removal;

B. Where the use of the highway or any portion thereof is authorized for a purpose other than the normal flow of traffic; or for the movement of equipment, articles or structures of unusual size; and the parking of such vehicle would prohibit or interfere with such use or movement, and signs giving notice that such vehicle may be removed, are erected or placed at least twenty-four (24) hours prior to the removal;

C. Where any vehicle is parked or left standing when such parking or standing has been prohibited by ordinance or resolution of the city and such place is indicated by appropriate signs or by red paint upon the curb surface. (Ord. 93-104);

D. Where any vehicle is parked or left standing within a roundabout or traffic circle.

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ITEM 5.4

CITY MANAGER'S REPORT OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING

ITEM: CREATE CIP PK 21-05 FOR PARK IMPROVEMENTS AT PARK WEST AND CRESCENT PARK

RECOMMENDATION: Council to Discuss and Consider the Adoption of a Resolution Approving the Creation of CIP PK 21-05 for the Installation of Outdoor Fitness Equipment at Park West and Crescent Park, and Authorizing Related Budget Amendments

SUMMARY:

Council is asked to consider the creation of Capital Improvement Project (CIP) PK 21-05, as well as the approval of a budget amendment to allocate funding for the installation of outdoor fitness equipment at Park West and Crescent Park.

The funding for the placement of this equipment could be provided by Measure C funds.

BACKGROUND:

In early 2018, the City of Lathrop opened Basin Park as part of the Lathrop Road widening project. One of the most popular features of this new location has been the outdoor fitness equipment which led to the installation of similar equipment at Mosedale, Sangalang, and Valverde Parks. Tonight, at the request of Council, staff is proposing the installation of similar equipment at Crescent Park and Park West.

Crescent Park

Crescent Park is a 1.4 acre park site on Crescent Park Circle that features picnic sites, children's tot-lots and a sand volleyball court. At this location staff is proposing to install 4 individual workout stations along the existing interior pathways of the park to include a 4-person lower body combo station, 2-person incline sit-up benches, 2-person cross country ski, and a 2-person accessible verticle press station.

Park West

Park West is a 6.5 acre park site on sheltered Cove Way which features picnic areas, two tennis courts, full court basketball, a children's tot-lot, and a public restroom. Staff is proposing to create a workout circuit along the back of the park with four stations of fitness equipment including a 2-person back and arms press, an accessible vertical press, combo butterfly and reverse fly, rowing machine, 4-person leg press, an accessible chest press, adjustable leg press, and an adjustable stair stepper. The approximate costs for the purchase and installation of this equipment is listed below:

**CITY MANAGER'S REPORT
 OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING
 PARK IMPROVEMENTS FOR PARK WEST AND CRESCENT PARK**

Purchase of Equipment	\$ 75,000
Installation	\$ 27,000
<i>Sub Total</i>	<i>\$ 102,000</i>
15 % project contingency	\$ 15,300
Approximate Total Cost	\$117,300

With the availability of additional funds within Measure C for one time purchases, staff prepared this proposal for review and consideration.

REASON FOR RECOMMENDATION:

Staff is requesting City Council consider a budget amendment of \$117,300 from the General Fund (1010-99-00-990-90-10), to be reimbursed by Measure C upon approval from the Measure C oversight committee, for the creation of CIP PK 21-05 for the installation of outdoor fitness equipment at Park West and Crescent Park.

COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:

- Promoting Community Values by maintaining and improving community resources throughout the City.

FISCAL IMPACT:

The creation of CIP PK 21-05 for the placement of Outdoor Fitness Equipment and budget amendment of \$117,300 from the General Fund to be reimbursed by Measure C funds upon approval from the Measure C oversite committee for the purchase and installation of outdoor fitness equipment at Park West and Crescent Park.

Budget Amendment

Increase Transfer Out		
1010-99-00-990-90-10	(General Fund)	\$117,300

Allocation of funds to CIP PK 21-05

Increase Transfer In		
3010-99-00-393-00-00	PK 21-05	\$117,300


Increase Expenditure		
3010-80-00-420-12-00-00	PK 21-05	\$117,300

ATTACHMENTS:

- Resolution Approving the Creation of CIP PK 21-05 and Authorizing Related Budget Amendments.

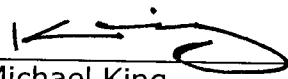
**CITY MANAGER'S REPORT
OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING
PARK IMPROVEMENTS FOR PARK WEST AND CRESCENT PARK**

APPROVALS:



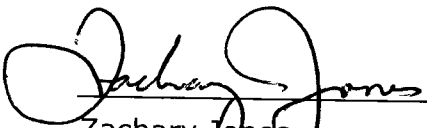
Ken Reed
Senior Construction Manager

10-7-2020
Date



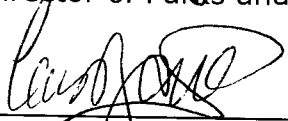
Michael King
Director of Public Works

10-7-2020
Date



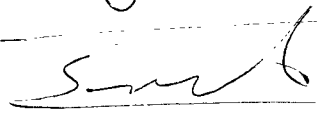
Zachary Jones
Director of Parks and Recreation

10-6-2020
Date



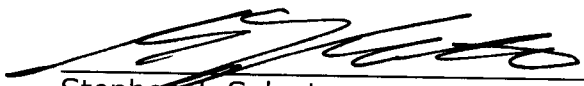
Cari James
Director of Finance and Administrative Services

10/6/2020
Date



Salvador Navarrete
City Attorney

10-7-2020
Date



Stephen J. Salvatore
City Manager

10.7.2020
Date

RESOLUTION NO. 20-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE CREATION OF CAPITAL IMPROVEMENT PROJECT PK 21-05
FOR THE PURCHASE AND INSTALLATION OF OUTDOOR FITNESS
EQUIPMENT AT PARK WEST AND CRESCENT PARK AND RELATED BUDGET
AMENDMENT**

WHEREAS, City Council considered the creation of Capital Improvement Project (CIP) PK 21-05 Installation of Outdoor Fitness Equipment at Park West and Crescent Park; and

WHEREAS, City Council also considered a budget amendment of \$117,300 from the General Fund to be reimbursed by Measure C fund upon approval from the Measure C Oversight Committee for the installation of Outdoor Fitness Equipment at these locations:

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop approves the creation of CIP PK 21-05 Installation of Outdoor Fitness Equipment as well as the following budget amendment.

Allocation of funds to CIP PK 21-05

Budget Amendment

Increase Transfer Out		
1060-99-00-990-90-10	(Measure C)	\$117,300

Allocation of funds to CIP PK 21-05

Increase Transfer In		
3010-99-00-393-00-00	PK 21-05	\$117,300
Increase Expenditure		
3010-80-00-420-12-00-00	PK 21-05	\$117,300

The foregoing resolution was passed and adopted this 12TH day of October 2020, by the following vote of:

AYES:

NOES:

ABSTAIN:

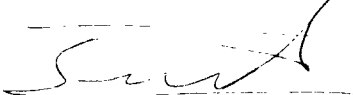
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

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