

October 11, 2021 – 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
Jennifer Torres-O'Callaghan, Vice Mayor
Paul Akinjo
Minnie Diallo
Diane Lazard

City Staff

Stephen Salvatore, City Manager
Salvador Navarrete, City Attorney
Teresa Vargas, Government Services
Director / City Clerk
Glenn Gebhardt, City Engineer
Michael King, Public Works Director
Cari James, Finance Director
Mark Meissner, Community Development
Director
Zachary Jones, Parks, Recreation and
Maintenance Services Director
Raymond Bechler, Chief of Police
(Commission Start Date 7/1/2022)
Lieutenant Michael Alagna, Acting 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 11, 2021 – Regular Meeting Agenda – 7:00 p.m.



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IMPORTANT NOTICE REGARDING THIS MEETING & COVID-19

Executive Order N-29-20, issued by the Governor on March 17, 2020, set provisions which relaxed the teleconferencing requirements of the Brown Act to facilitate virtual meetings during the COVID-19 declared emergency, said provisions expired after September 30, 2021.

This public meeting will be conducted in person; all members of the City Council will attend in person. Members of the public are welcomed. COVID-19 and social distancing guidelines will be enforced. As a courtesy, this meeting will be available for public participation by teleconference via ZoomGov at the following link:

<https://www.zoomgov.com/j/1602470775?pwd=bVRNaFJ1eDVlOElnVpaWY1UTBIQT09>

- ✚ During the meeting, those joining by ZoomGov, will be allowed to speak prior to the close of public comment on an item. If you are using this method, please "raise the hand" feature to inform the City Clerk (meeting host) you wish to speak on the matter. Please ensure your computer speaker and microphone are fully functional.
- ✚ For audio / calling in only, dial: +1 (669) 254 5252
 - To request to speak (same as the "raise hand" feature) press *9 / When the City Clerk calls your name, press *6 to unmute.
- ✚ Meeting Webinar ID: 160 247 0775/ Passcode: 850130
- ✚ If you are not able to attend the meeting in person or virtually - Public comment/questions will be accepted by email to City Clerk Teresa Vargas at website_cco@ci.lathrop.ca.us or by calling (209) 941-7230
- ✚ Questions or comments must be submitted by 4:00 p.m., on the day of the meeting.
- ✚ To address City Council in person, please submit a purple card to the City Clerk indicating name, address, and number of the item upon which a person wishes to speak.

Council Meetings are live-streamed (with Closed Captioning) on Comcast Cable Channel 97, and on the City Council Webpage: <https://www.ci.lathrop.ca.us/citycouncil/page/live-stream>

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, or submit your request to speak via the "raise hand" feature in ZoomGov. 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. Please note, the Council Chamber has limited occupancy due to social distancing.

To leave a voice message for all Councilmembers simultaneously, dial (209) 941-7230. To send an e-mail for 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>

General Information

For reports citing supplemental documents relating to specific agenda items, these 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 and live streamed on the City's website.

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
Government Services Director / City Clerk
390 Towne Centre Drive
Lathrop, CA 95330
Telephone: (209) 941-7230

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, OCTOBER 11, 2021
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

AGENDA

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

1. PRELIMINARY

1.1 CALL TO ORDER

1.2 CLOSED SESSION

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

- 2 Potential Case(s)

1.2.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8
Property: 16490 McKinley Avenue (APN: 198-100-09)
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: 1694 McLouise, LLC
Under Negotiation: Price and Terms of Negotiations
City Project: CIP PS 15-02

1.2.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8
Property: 1909 E. Louise Avenue (APN: 198-100-10)
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: 342 Sycanda, LLC
Under Negotiation: Price and Terms of Negotiations
City Project: CIP PS 15-02

1.2.4 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8
Properties: 18800 Christopher Way (APN 198-130-35), 18800 Christopher Way (APN 198-130-36) and No address, Christopher Way (APN 198-130-59)
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: PG&E
Under Negotiation: Price and Terms of Negotiations

RECONVENE

1.2.5 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 PROCLAMATION DECLARING INDIGENOUS PEOPLES' DAY OCTOBER 11, 2021

2.2 ECONOMIC DEVELOPMENT UPDATE

2.3 LATHROP POLICE DEPARTMENT PROJECT UPDATE, GG 21-11

2.4 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 Special Council Meeting of August 2, 2021, and Regular Council Meeting of August 9, 2021
- 4.3 SECOND READING AND ADOPTION OF ORDINANCE 21-427 BY TITLE ONLY AMENDING LATHROP MUNICIPAL CODE TITLE 8 "HEALTH & SAFETY", CHAPTER 8.16 "GARBAGE COLLECTION AND DISPOSAL" TO INCLUDE "MANDATORY ORGANIC WASTE DISPOSAL REDUCTION" TO ENSURE STATE REGULATION COMPLIANCE FOR RESIDENTIAL AND COMMERCIAL GENERATORS
Waive Full Reading And Adopt Ordinance 21-427 By Title Only Amending Lathrop Municipal Code Title 8 "Health & Safety", Chapter 8.16 "Garbage Collection And Disposal" To Include "Mandatory Organic Waste Disposal Reduction" To Ensure State Regulation Compliance For Residential And Commercial Generators
- 4.4 TREASURER'S REPORT FOR JUNE 2021
Approve Quarterly Treasurer's Report for June 2021
- 4.5 ANNUAL REVIEW AND ADOPTION OF THE CITY'S INVESTMENT POLICY
Adopt a Resolution Approving the Annual Investment Policy for Fiscal Year 2021/22
- 4.6 APPROVE OUT OF STATE TRAVEL FOR THE ECONOMIC DEVELOPMENT ADMINISTRATOR TO PARTICIPATE IN A TARGET INDUSTRY SPECIFIC CONFERENCE IN DECEMBER 2021
Adopt a Resolution Authorizing Out of State Travel for the Economic Development Administrator to Attend and Represent the City of Lathrop at the International Council of Shopping Centers (ICSC) 2021 Conference in Las Vegas, Nevada from December 5, 2021 to December 7, 2021
- 4.7 CHRISTMAS PARADE TEMPORARY STREET CLOSURE
Adopt Resolution Approving Temporary Street Closures for the Lathrop Christmas Parade on December 11, 2021
- 4.8 AUTHORIZE PURCHASE OF HEAVY EQUIPMENT FOR THE PARKS, RECREATION AND MAINTENANCE SERVICES DEPARTMENT
Adopt a Resolution Approving the Purchase of Seventeen (17) Units of Heavy Equipment for the Parks, Recreation and Maintenance Services Department
- 4.9 AUTHORIZE BUDGET AMENDMENT FOR THE PURCHASE OF ADDITIONAL CITY VEHICLES FOR PUBLIC WORKS, UTILITIES, STREET AND MAINTENANCE SERVICES

Adopt a Resolution Approving the Purchase of Three (3) City Vehicles from American Chevrolet for Maintenance Services and Utility Maintenance

- 4.10 AUTHORIZE BUDGET AMENDMENT TO FUND A MAINTENANCE WORKER I/II POSITION FOR THE PARKS, RECREATION AND MAINTENANCE SERVICES DEPARTMENT
Adopt a Resolution to Approve Funding for a Maintenance Worker I/II Position
- 4.11 AWARD CONSTRUCTION CONTRACT TO G&G BUILDERS, INC. FOR THE MANUEL VALVERDE PARK SHELTER IMPROVEMENTS, CIP PK 22-08 AND RELATED BUDGET AMENDMENT
Adopt Resolution Awarding a Construction Contract to G&G Builders, Inc. for the Manuel Valverde Park Shelter Improvements, Capital Improvement Project (CIP) PK 22-08 and Approve Related Budget Amendment
- 4.12 APPROVE TASK ORDER NO. 7 WITH CRANE TRANSPORTATION GROUP FOR THE PREPARATION OF THE 2022 TRAFFIC MONITORING PROGRAM AND ANALYSIS AND RELATED BUDGET AMENDMENT
Adopt Resolution Approving Task Order No. 7 with Crane Transportation Group for the Preparation of the 2022 Traffic Monitoring Program and Analysis, Pursuant to Master Consulting Agreement dated June 11, 2018 and Related Budget Amendment
- 4.13 APPROVE LATHROP POLICE DISPATCH AGREEMENT
Adopt Resolution to Approve the Agreement between the City of Lathrop and the City of Ripon to Provide Dispatch Services to the City
- 4.14 APPROVE ANIMAL SHELTER SERVICES AGREEMENT WITH THE CITY OF MANTECA
Adopt a Resolution Approving an Animal Shelter Services Agreement with the City of Manteca
- 4.15 APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 191 LOTS IN TRACT 4062 WITHIN PHASE 1C OF THE CENTRAL LATHROP SPECIFIC PLAN
Adopt Resolution Approving Final Map for Tract 4062 within Phase 1C of the Central Lathrop Specific Plan, Totaling 191 Single Family Lots and Subdivision Improvement Agreement with Lathrop Land Acquisition, LLC
- 4.16 APPROVE REAL PROPERTY SALE AND EASEMENT DEEDS FOR THE OVERHEAD ELECTRICAL TRANSMISSION LINES ON CHRISTOPHER WAY AND D'ARCY PARKWAY WITH PG&E, AND RELATED BUDGET AMENDMENT
Adopt Resolution Approving Real Property Sale and Approval of Easement Deeds for the Overhead Electrical Transmission Lines on Christopher Way and D'Arcy Parkway with PG&E and a Related Budget Amendment

- 4.17 ACCEPT REMAINING PUBLIC IMPROVEMENTS FOR TRACT 4017, PHASE 1B1, IN THE CENTRAL LATHROP SPECIFIC PLAN AND RELEASE ASSOCIATED BONDS AND DEPOSIT SECURITY
Adopt Resolution Accepting Remaining Public Improvements for Tract 4017, Phase 1B1 in the Central Lathrop Specific Plan, and Release Associated Bonds and Deposit Security

RIVER ISLANDS CONSENT ITEM(S)

- 4.18 APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 47 LOTS IN TRACT 4053 VILLAGE "JJ2" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS
Adopt Resolution Approving Final Map for Tract 4053 Village "JJ2" within the Lakeside West District, Totaling 47 Single Family Lots and Subdivision Improvement Agreement with River Islands Stage 2B, LLC

5. SCHEDULED ITEMS

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER THE SCANNELL PROPERTIES INDUSTRIAL PROJECT GENERAL PLAN AMENDMENT NO. GPA-20-139, REZONE NO. REZ-20-140, SITE PLAN REVIEW NO. SPR-20-141, AND TENTATIVE PARCEL MAP NO. TPM-20-142

Council to Consider the Following:

1. Hold a Public Hearing;
2. Adopt a Resolution Adopting the Initial Study and Mitigated Negative Declaration for the Scannell Properties Industrial Project;
3. Adopt a Resolution Approving a General Plan Amendment from SC, Service Commercial to GI, General Industrial;
4. First Reading and Introduce an Ordinance to Approve a Zoning Map Amendment from CS, Service Commercial to IG, General Industrial;
5. Adopt a Resolution Approving the Site Plan Review for the Scannell Properties Industrial Project to Construct Three (3) Industrial Warehouse Buildings Totaling 191,160 sq. ft. in Size; and
6. Adopt a Resolution Approving a Vesting Tentative Parcel Map to Subdivide an Existing 18.2 Acre Parcel into Four (4) Parcels: Parcel 1 is 6.54-acres, Parcel 2 is 5.58-acres, Parcel 3 is 3.50-acres, and Parcel 4 is 2.52-acres.

- 5.2 CONSIDER CREATION OF CIP PK 22-34 SHILLING AVENUE PARK PROJECT AND APPROVE RELATED BUDGET AMENDMENT

Council to Consider the Adoption of a Resolution Approving the Creation of CIP PK 22-34 for the Shilling Avenue Park Project and Authorize Related Budget Amendment

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR DHALIWAL REFERRAL – Appointment of One (1) Member to the Measure C Oversight Committee with Term Expiring June 30, 2022, Due to Unscheduled Vacancy
- One Application Received
- 6.2 MAYOR DHALIWAL REFERRAL – Appointment of One (1) Member to the Senior Advisory Commission with Term Expiring June 30, 2024
- One Application Received
- 6.3 MAYOR DHALIWAL REFERRAL – Consider Installation of Rubberized Surface in City Parks
- 6.4 COUNCILMEMBER DIALLO – Consider City Council Monthly Stipend Increase
- 6.5 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)
- *Central Valley Executive Committee/LOCC (Akinjo/Diallo)*
 - *Council of Governments (Lazard/Diallo)*
 - *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)*
 - *LAFCo (Diallo)*
- 6.6 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, CMC, City Clerk

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**CITY OF LATHROP
CITY COUNCIL SPECIAL MEETING
MONDAY, AUGUST 2, 2021, 6:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive, Lathrop, CA 95330**

MINUTES

PLEASE NOTE: The Special Meeting commenced at 6:01 p.m. Closed Session followed after the conclusion of Item 4.1.

1. PRELIMINARY

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

Director of Government Services / City Clerk (City Clerk) Teresa Vargas provided an overview on ZoomGov login instructions for those joining virtually.

1.2 ROLL CALL Present: Mayor Dhaliwal; Vice Mayor Torres-O’Callaghan;
Councilmembers: Akinjo, Diallo and Lazard

Absent: None

1.3 PLEDGE OF ALLEGIANCE – Vice Mayor Torres-O’Callaghan provided the pledge of allegiance.

2. PRESENTATIONS

2.1 LATHROP POLICE DEPARTMENT PROJECT UPDATE, GG 21-11

City Manager Stephen Salvatore provided an overview of the progress in the Chief of Police recruitment process; announced upcoming recruitments of the Police Department Command Staff; upcoming vehicle purchases, and the upcoming acceptance of the new Lathrop Police Department Station. City Clerk Teresa Vargas announced public comment letter, dated August 2, 2021, for Item 2.1, submitted by Neal Lawson.

3. CONSENT CALENDAR

On a motion by Councilmember Lazard, seconded by Vice Mayor Torres-O’Callaghan, the City Council approved the Consent Calendar, by the following roll call vote, unless otherwise indicated:

Ayes: Akinjo, Diallo, Lazard, Torres-O’Callaghan, and Dhaliwal
Noes: None
Absent: None
Abstain: None

3.1 AWARD CONSTRUCTION CONTRACT AND RATIFY PURCHASE ORDERS FOR CIP GG 21-09 CITY HALL RENOVATIONS

Pulled by Councilmember Diallo. City Manager Stephen Salvatore provided additional information regarding the item.

Adopted **Resolution 21-4930** awarding a Construction Contract to Hale Construction, Inc. and ratified Purchase Orders with DLD Design & Consulting for CIP GG 21-09 City Hall Renovations.

4. SCHEDULED ITEMS

4.1 CITY COUNCIL DISCUSSION REGARDING REGULATION AND PERMIT OPTIONS FOR CANNABIS ACTIVITIES IN THE CITY OF LATHROP

City Attorney Salvador Navarrete provided a brief overview and introduced City Planning Consultant David Niskanen (JB Anderson Land Use Planning). Mr. Niskanen provided the presentation, which included the purpose of the discussion, background on prior City Council Meeting discussions on the matter, the application process, development of potential regulations for commercial cannabis use, overview of a potential selection process, application requirements and fees, and next steps and implementation actions as provided by the City Council. A question and answer period ensued throughout the presentation.

Javier Nuñez (Lathrop resident, in person speaker) spoke in support of permitting commercial cannabis activities; supported the merit based system for local Lathrop businesses. Donald Jimenez (Lathrop resident, in person speaker) spoke in support of permitting commercial cannabis activities; cited potential sales tax revenue for the city and accessibility of cannabis products. Michael Bittaw (Lathrop resident, in person speaker) spoke in support of permitting commercial cannabis activities; supported the developer agreement process; and provided a copy of a memorandum for the record, from City of Stockton Police Chief Eric Jones to City of Stockton City Manager Harry Black, dated July 27, 2021, regarding data related to Cannabis Dispensaries in Stockton. Jennifer McGrath (ZoomGov speaker) introduced herself as an Attorney specializing in land use and business regulations for cannabis; provided information related to Prop 64 (The Control, Regulate and Tax Adult Use of Marijuana Act); and spoke in support of permitting commercial cannabis activities and the use of the developer agreement process. Brendan Floyd (ZoomGov speaker) spoke in support of permitting commercial cannabis activities; cited medicinal benefits for health and mental illnesses. Nicolaus (Nick) Cortez (Lathrop resident, in person speaker) spoke in support of permitting commercial cannabis activities; cited medicinal benefits for health and mental illnesses.

The City Council continued their discussion on the matter. Vice Mayor Torres-O'Callaghan expressed interest in an ordinance to allow options for the regulation and permitting of cannabis activities; supported the concept of commercial business hours to match surrounding businesses; and

supported the developer agreement process. Councilmember Diallo expressed interest in an ordinance to allow options for the regulation and permitting of cannabis activities; supported the developer agreement process; did not support the use of light industrial zoning areas or properties near school zones; supported commercial zoning areas and the use of the developer agreement process. Councilmember Lazard expressed support for the matter; expressed interest in implementing similar application processes used by City of Tracy, Stockton and Riverbank. Councilmember Akinjo opposed the matter. Mayor Dhaliwal expressed support on the matter; and supported allowing one cannabis dispensary per 50,000 residents; and limiting businesses near school zones. Council consensus provided staff with direction to prepare an ordinance for review by the Planning Commission and subsequent consideration of the City Council, for regulation and permit options for cannabis activities.

Mayor Dhaliwal adjourned the meeting to Closed Session at 7:58 p.m.

5. CLOSED SESSION

- 5.1 CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation – Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(b)
- 1 Potential Cases

RECONVENE – Mayor Dhaliwal reconvened the meeting at 8:18 p.m.

5.2 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete reported that direction was provided to staff; no other reportable action was taken.

6. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 8:21 p.m.



Teresa Vargas, CMC
Director of Government Services / City Clerk

This meeting was called by a majority of the City Council per Government Code Section 54956.5. Members of the public interested in addressing the City Council during this Special Meeting may address the item(s), which have been described in the notice of this Special Meeting in accordance with Government Code Section 54954.3(a).

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, AUGUST 9, 2021
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

MINUTES

PLEASE NOTE: There was no Closed Session. The Regular Meeting commenced at 7:03 p.m.

1. PRELIMINARY

- 1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 7:03 p.m.
- 1.2 ROLL CALL Present: Mayor Dhaliwal; Vice Mayor Torres-O’Callaghan; Councilmembers: Akinjo, Diallo and Lazard.

Absent: None
- 1.3 INVOCATION – Pastor Jason Tacderan, Thrive Church, provided the invocation.
- 1.4 PLEDGE OF ALLEGIANCE – Pastor Jason Tacderan led the pledge of allegiance.
- 1.5 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

City Manager Stephen Salvatore announced that Item 2.1 would be pulled from the agenda and moved to the next Regular Meeting of September 13, 2021.
- 1.6 INFORMATIONAL ITEM(S) – None
- 1.7 DECLARATION OF CONFLICT(S) OF INTEREST – None

Director of Government Services / City Clerk (City Clerk) Teresa Vargas provided an overview on ZoomGov login instructions for those joining virtually.

2. PRESENTATIONS

2.1 NATIONAL NIGHT OUT COMMUNITY APPRECIATION AWARDS

As announced under Item 1.5; Item 2.1 will be pulled from the agenda and moved to the next Regular Meeting of September 13, 2021.

2.2 MAYOR'S COMMITTEE REPORT(S)

- Parks & Recreation Update on Committee Events and Programs

Parks, Recreation and Maintenance Services Director Zach Jones and Deputy Director Todd Sebastian reported the following past and upcoming events and programs:

- *Past Special Events*

Reported on past special events: Family Fun Night, held August 6th at Mossdale Landing Community Park, over 1,500 participants.

- *Upcoming Special Events*

Provided an overview on various upcoming events: Summer Movies in the Park, scheduled for August 13th, 20th and 27th at the Generations Center; and Backyard Camp Out, scheduled for August 14th, registration available at: www.ci.lathrop.ca.us/parksrec

- *Senior Center Programs*

Provided an overview on various upcoming events: Book Club scheduled for 3rd Wednesday of each month at 3 p.m.; Tai Chi scheduled on Tuesdays at 10:30 a.m.; and Drumming 360 Workout Class scheduled for Wednesdays at 8:30 a.m.

- *Leisure Classes*

Provided an overview on upcoming classes, which included Paint Night, Dance Lessons for Kids, Youth Karate, Tennis Camp, Basic Dog & Puppy Training, Zumba Fitness, and Zumba & Yoga Fitness.

- *Youth Development*

Provided an overview on upcoming youth workshops, which included Kid's Club and Friday Fun Nights @ the Grind.

- *Sports Programs*

Provided an overview on upcoming sports programs, which included Mini Movers T-ball, NFL Flag Football, Fitness Fun Afterschool PE Program, and Adult Cornhole League.

- *Maintenance Services*

Provided an overview on Maintenance Services activities, which included Booster Pump Station preventative maintenance all locations, speed limit sign and crosswalk sign maintenance, citywide weed abatement on city owned storm ponds, and monthly streetlight night sweep.

- *Solid Waste & Recycling*

Provided an overview on Solid Waste & Recycling activities, which included upcoming ordinance regarding State mandate on organic waste disposal reduction for residential and commercial generators.

3. CITIZEN'S FORUM

There were no speakers. City Clerk Teresa Vargas announced public comment letter submitted by Christina Laughlin expressing concerns regarding traffic issues within school zone areas. Acting Police Chief Alagna provided an update on traffic enforcement activities throughout school zones.

4. CONSENT CALENDAR

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

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

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 APPROVAL OF MINUTES

Approved Minutes for the Regular Council Meeting of June 14, 2021.

4.3 UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS

Pulled by Councilmember Akinjo. Deputy Finance Director Thomas Hedegard provided additional information.

Approved write-off of uncollectible utility and miscellaneous accounts for Fiscal Year (FY) 2020/21.

4.4 AUTHORIZE PARTICIPATION AND ALLOCATION OF FUNDING FOR THE REGIONAL EARLY ACTION PLANNING GRANTS FUNDS AWARDED TO SAN JOAQUIN COUNCIL OF GOVERNMENTS ON BEHALF OF THE SAN JOAQUIN COUNTY MEMBER AGENCIES

Pulled by Councilmember Akinjo. Community Development Director Mark Meissner provided additional information.

Adopted **Resolution 21-4931** authorizing application for, and receipt of, REAP Grant Program Funds through the San Joaquin Council of Governments.

- 4.5 AWARD CONSTRUCTION CONTRACT TO AMERICAN PAVEMENT SYSTEMS, INC. FOR THE MANTHEY ROAD REHABILITATION, CIP PS 21-08

Adopted **Resolution 21-4932** awarding a Construction Contract to American Pavement Systems, Inc. for the Manthey Road Rehabilitation, CIP PS 21-08.

- 4.6 APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT FOR ON-CALL LAND SURVEY AND MAPPING SERVICES WITH DARRYL ALEXANDER & ASSOCIATES, INC.

Adopted **Resolution 21-4933** approving a Professional Consulting Services Agreement with Darryl Alexander & Associates, Inc. to provide on-call land survey and mapping services.

- 4.7 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 48 LOTS IN TRACT 4031 VILLAGE "S3" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

Adopted **Resolution 21-4934** approving Final Map for Tract 4031 Village "S3" within the Lakeside East District, totaling 48 single-family lots and Subdivision Improvement Agreement with River Islands Stage 2A, LLC.

- 4.8 APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, OFFER OF DEDICATION, CFD ANNEXATION NO. 22, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 42 LOTS IN TRACT 4101 VILLAGE "MM1" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

Adopted **Resolution 21-4935** approving Final Map for Tract 4101 Village "MM1" within the Lakeside West District, totaling 42 single-family lots, Common Use Agreement with Island Reclamation District No. 2062, CFD Annexation No. 22, Subdivision Improvement Agreement and Acceptance of Offer of Dedication for Public Utility Easements with River Islands Stage 2B, LLC.

- 4.9 APPROVE A FEE WAIVER REQUEST FROM LATHROP COMMUNITY VOLUNTEER CLUB

Adopted **Resolution 21-4936** approving the Facility Fee Waiver Request from Lathrop Community Volunteer Club for Calendar Year 2021.

- 4.10 APPROVE A FEE WAIVER REQUEST FROM LATHROP LIONS CLUB

Adopted **Resolution 21-4937** approving the Facility Fee Waiver Request from Lathrop Lions Club for Calendar Year 2021.

- 4.11 ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED BY GSE CONSTRUCTION COMPANY, INC. FOR CIP WW 19-01 WOODFIELD SEWER PUMP STATION UPGRADES

Pulled by Councilmember Akinjo. Public Works Director Michael King and City Manager Stephen Salvatore provided additional information.

Adopted **Resolution 21-4938** approving public improvements constructed by GSE Construction Company, Inc. for CIP WW 19-01 Woodfield Sewer Pump Station upgrades, authorizing the filing of a Notice of Completion, release of contract retention, and release of Performance and Payment Bonds.

4.12 ACCEPTANCE OF PUBLIC IMPROVEMENTS AND OFFERS OF DEDICATION FOR STORM DRAIN EASEMENTS FROM SAYBROOK CLSP, LLC

Adopted **Resolution 21-4939** accepting public improvements and offers of dedication for storm drain easements from Saybrook CLSP, LLC.

4.13 ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR TRACTS 3997, 3998, 3999, 4000, 4001, AND 4002 FROM RIVER ISLANDS DEVELOPMENT, LLC

Adopted **Resolution 21-4940** accepting public improvements for Tracts 3997, 3998, 3999, 4000, 4001, and 4002 from River Islands Development, LLC.

4.14 CONDITIONAL ACCEPTANCE OF PUBLIC IMPROVEMENTS AND ACCEPTANCE OF A GRANT DEED FOR THE LATHROP POLICE STATION, CIP GG 19-08 AND ASSOCIATED BUDGET AMENDMENT

Pulled by Councilmember Akinjo. Public Works Director Michael King and City Manager Stephen Salvatore provided additional information.

Adopted **Resolution 21-4941** conditionally accepting public improvements and accepting a Grant Deed for the Lathrop Police Station, CIP GG 19-08 and associated budget amendment.

5. SCHEDULED ITEMS

5.1 AMEND CALPERS CONTRACT TO ADD A POLICE SAFETY RETIREMENT FORMULA

Deputy Finance Director Thomas Hedegard provided the presentation. A question answer period followed. Senior Pension Actuary Julian Robinson, with CalPERS Actuarial Office provided additional information.

On a motion by Councilmember Lazard, seconded by Mayor Dhaliwal, the City Council adopted **Resolution 21-4942** of Intention to amend the contract between the Board of Administration of the California Public Employees Retirement System and the City of Lathrop, by the following roll call vote, unless otherwise indicated:

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

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER TENTATIVE SUBDIVISION MAP TSM-21-15 and MINOR VARIANCE MV-21-70 FOR THE WARREN AVENUE SUBDIVISION PROJECT

Community Development Director Mark Meissner provided the presentation. Director Meissner announced a public comment letter received in support of Item 5.2 from Jacqui Breitenbucher, Chief Business Officer with Manteca Unified School District. A question and answer period ensued. Councilmembers discussed various topics relating to residential development projects, development of future Lathrop schools, and Manteca Unified School District's Community Facility Districts on residential projects. Finance Director Cari James provided additional information.

Mayor Dhaliwal opened the public hearing. Maribel (zoom speaker) spoke on the matter, commented on a recent fire incident near the property, and potential environmental studies on the subject property. There were no other speakers. Mayor Dhaliwal closed the public hearing. The question and answer period continued. City Attorney Salvador Navarrete provided additional information. (After the Public Hearing) Pam Hurban (in person speaker, NorthStar Engineering) was allowed to speak on the matter; requested the City Council's approval of the project.

Council consensus directed City Clerk Teresa Vargas to contact Manteca Unified School District and invite the Lathrop Board Representatives to a public discussion during the next Regular City Council Meeting scheduled on September 13, 2021.

On a motion by Mayor Dhaliwal, seconded by Councilmember Diallo, the City Council tabled the matter and postponed the item to a date uncertain.

The City Council did not adopt the proposed resolution approving Tentative Subdivision Map (TSM-21-15) and Minor Variance (MV-21-70) for the proposed Warren Avenue Subdivision Project.

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

5.3 REVIEW OPTIONS AND PROVIDE DIRECTION ON LIGHTED CROSSWALKS ON 5TH STREET NEAR LATHROP ELEMENTARY SCHOOL

Public Works Director Michael King provided the presentation. A question and answer period ensued.

The City Council discussed and reviewed the proposed options, which included roadside flashing pedestrian signs and in road warning signs.

Council consensus directed staff to move forward with Option 1 (roadside flashing pedestrian signs) as the preferred option for lighted crosswalks on 5th Street near Lathrop Elementary School.

5.4 REVIEW OPTIONS AND PROVIDE DIRECTION ON LATHROP ROAD TRUCK ROUTE

Public Works Director Michael King provided the presentation. A question and answer period ensued throughout the presentation. City Manager Stephen Salvatore and City Attorney Salvador Navarrete provided additional information.

The City Council discussed and reviewed the proposed options, which included Option 1 - funding a truck study and continuing enforcement for STAA trucks and speeding, approve budget of \$50,000 for proposed study; Option 2 - current status and continue to issue citations for STAA truck and excessive speeding; and Option 3 - prohibit all truck traffic, direct traffic onto McKinley Avenue and Louise Avenue, increase traffic volume at interchange of Louise Avenue and I-5, not aligned with the Regional Truck Study being performed by SJCOG, amendment needed to the Lathrop Municipal Code (LMC).

City Clerk Teresa Vargas announced public comment letter submitted by Alicia Guerra, with Buchalter Law Firm, representing Scannell Properties (1520 Lathrop Road) opposing Option 3, and expressing support for either Option 1 or Option 2. Jonathan Pruitt (zoom speaker) representing the Environmental Justice Program at Catholic Charities Diocese of Stockton expressed support in redirecting commercial truck traffic away from residential areas on Lathrop Road and placing proper signage indicating not a STAA route. Adriana Flores Lopez (in person speaker) comment on City Ordinance No. 06-262, spoke in support of redirecting commercial truck traffic away from residential areas on Lathrop Road. Bill Barnhart (in person speaker) expressed concern with a City of Manteca approved project on Airport Way that is expected to produce approximately 816 commercial truck trips per day exiting on Roth Road and potentially using Lathrop Road for freeway access; expressed support with redirecting commercial truck traffic away from residential areas on Lathrop Road. Mary Meninga (in person speaker) expressed concern with increased commercial traffic on Lathrop Road; expressed support in redirecting commercial truck traffic away from residential areas on Lathrop Road. Margaret Luevano (in person speaker) expressed concern with increased commercial traffic and traffic violations on Lathrop Road; expressed support in redirecting commercial truck traffic away from residential areas on Lathrop Road.

Council consensus directed staff to move forward with Option 3 as the preferred option on the use of Lathrop Road as a truck route in accordance with Lathrop Municipal Code Section 10.16.030, and bring back for consideration during the next Regular City Council Meeting scheduled on September 13, 2021.

5.5 OUT-OF-STATE TRAVEL APPROVAL FOR THE 2021 SAN JOAQUIN COUNTY ONE-VOICE TRIP

City Clerk Teresa Vargas provided the presentation. A question and answer period followed.

On a motion by Mayor Dhaliwal, seconded by Vice Mayor Torres-O'Callaghan, the City Council adopted **Resolution 21-4943** authorizing Option 1, out-of-state travel for two Council Members (the Council nominated Councilmembers Akinjo and Diallo) and the City Manager to attend the 2021 San Joaquin One Voice Trip to Washington, D.C. from October 17-22, 2021, and approved related budget amendment.

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

5.6 APPOINTMENT OF VOTING DELEGATE/ALTERNATE FOR 2021 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

City Clerk Teresa Vargas provided the presentation. A question and answer period followed.

The City Council discussed and agreed to appoint Councilmember Akinjo as the City's Voting Delegate, and Councilmember Diallo as the City's Voting Alternate, for the 2021 League of California Cities Annual Conference, September 22-24, 2021.

Furthermore, Council consensus directed the Voting Delegate to oppose Resolution #1 submitted by City of Rancho Cucamonga regarding the distribution of the Bradley Burns 1% Local Sales Tax from in-state online purchases, based on data where products are shipped to; and support Resolution #2 submitted by City of South Gate regarding funding for CPUC to fulfill its obligation to inspect railroad lines to ensure that operators are removing illegal dumping, graffiti and homeless encampments.

5.7 DISCUSSION REGARDING SCHEDULING AN UPCOMING CITY COUNCIL WORKSHOP FOR GOALS AND PRIORITIES SETTING FOR FISCAL YEARS 21-22 & 22-23

City Clerk Teresa Vargas provided the presentation. A question and answer period followed.

The City Council discussed the matter. Vice Mayor Torres-O’Callaghan expressed interest in the formation of a future school district for the City of Lathrop, a Homeless Action Plan, attracting family entertainment centers, and solar light poles for the Lathrop Historical/ Acres area. Councilmember Lazard expressed interest in building a community pool. Councilmember Diallo stated she would email her goal project ideas to staff. Councilmember Akinjo expressed interest in the construction of a second Senior Center location, and planning for the expansion of the Police Station to keep up with future growth. Mayor Dhaliwal expressed interest in building a new park at the retention basin near Maurice Cotton Drive and Schilling Avenue; and developing the city owned property next to the Skate Park on 7th Street.

City Council consensus directed staff to schedule a future Goal and Priorities Setting Workshop for Fiscal Years 21-22 & 22-23 to a date uncertain.

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR DHALIWAL REFERRAL – Review Current Senior Advisory Commission Vacancies: Appointment of One (1) Member to the Senior Advisory Commission with Term Expiring June 30, 2024; and Consider Extending the Terms of Three (3) Existing Members Not Able to Meet During the COVID-19 Pandemic, from June 30, 2021 to June 30, 2022
 - One (1) Application Received

Mayor Dhaliwal made the following appointments:

<u>Senior Advisory Commission</u>	<u>Term Expires</u>
Malia Tenisia Mika	June 30, 2024
*Robert Long	June 30, 2022
*Vada Klingman	June 30, 2022

*Extended the terms of two (2) existing members not able to meet during the COVID-19 Pandemic, from June 30, 2021 to June 30, 2022. The third eligible member declined the extension citing unable to fulfil the commitment.

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

Ayes: Akinjo, Diallo, Lazard, Torres-O’Callaghan, and Dhaliwal
 Noes: None
 Absent: None
 Abstain: None

- 6.2 MAYOR DHALIWAL REFERRAL
 Appointment of One (1) Member to the Measure C Oversight Committee with Term Expiring June 30, 2024
 - One (1) Application Received

Mayor Dhaliwal made the following appointments:

Measure C Oversight Committee

Brandy Perkins

Term Expires

June 30, 2024

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

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

6.3 MAYOR DHALI WAL REFERRAL

Appointment of One (1) Member to the Parks and Recreation Commission with Term Expiring June 30, 2024

- One (1) Application Received

Mayor Dhaliwal made the following appointments:

Parks and Recreation Commission

Jennifer Hopping

Term Expires

June 30, 2024

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

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

6.4 VICE MAYOR REFERRAL - Crosswalk at Golden Spike Trail and Open Range Avenue

Vice Mayor Torres-O'Callaghan provided an overview citing public safety and safe routes for pedestrians. City Manager Stephen Salvatore explained that matters of public safety could take a higher priority and suggested the installation of a three-way stop sign and crosswalk ramps at the proposed location. City Attorney Salvador Navarrete explained that if the City Council felt they had sufficient information on the matter they could provide direction to staff on how to handle the proposed matter.

On a motion by Mayor Dhaliwal, seconded by Councilmember Lazard, the City Council directed staff to install a three-way stop sign and crosswalk ramps at the proposed location, and bring back budget approval for Council ratification if over City Manager signing authority.

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

6.5 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S) - None

6.6 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmembers thanked those in attendance and expressed appreciation to Lathrop-Manteca Fire District, Police Services and staff for the coordination of the National Night Out event.

7. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 10:21 pm



Teresa Vargas, CMC
City Clerk

ITEM 4.3

**CITY MANAGER’S REPORT
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING**

ITEM: **SECOND READING AND ADOPTION OF ORDINANCE 21-427 OF THE CITY OF LATHROP AMENDING THE LATHROP MUNICIPAL CODE TITLE 8 “HEALTH AND SAFETY”, CHAPTER 8.16 ENTITLED “GARBAGE COLLECTION AND DISPOSAL”, SECTION 8.16.010 ENTITLED “DEFINITIONS” AND ADDING A NEW SECTION 8.16.290 ENTITLED “MANDATORY ORGANIC WASTE DISPOSAL REDUCTION” AND SECTION 8.16.300 ENTITLED “VIOLATIONS”**

RECOMMENDATION: **Waive Full Reading and Adopt Ordinance 21-427 Of The City Of Lathrop Amending The Lathrop Municipal Code Title 8 “Health And Safety”, Chapter 8.16 Entitled “Garbage Collection And Disposal”, Section 8.16.010 Entitled “Definitions” And Adding A New Section 8.16.290 Entitled “Mandatory Organic Waste Disposal Reduction” And Section 8.16.300 Entitled “Violations”**

RECOMMENDED ACTION:

The City Council to conduct second reading and adopt Ordinance 21-427 entitled:

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING THE LATHROP MUNICIPAL CODE TITLE 8 “HEALTH AND SAFETY”, CHAPTER 8.16 ENTITLED “GARBAGE COLLECTION AND DISPOSAL”, SECTION 8.16.010 ENTITLED “DEFINITIONS” AND ADDING A NEW SECTION 8.16.290 ENTITLED “MANDATORY ORGANIC WASTE DISPOSAL REDUCTION” AND SECTION 8.16.300 ENTITLED “VIOLATIONS”


SUMMARY:

On September 13, 2021, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

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

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:



Teresa Vargas, City Clerk

10/5/2021

Date

ORDINANCE NO. 21-

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING THE LATHROP MUNICIPAL CODE TITLE 8 "HEALTH AND SAFETY", CHAPTER 8.16 ENTITLED "GARBAGE COLLECTION AND DISPOSAL", SECTION 8.16.010 ENTITLED "DEFINITIONS" AND ADDING A NEW SECTION 8.16.290 ENTITLED "MANDATORY ORGANIC WASTE DISPOSAL REDUCTION" AND SECTION 8.16.300 ENTITLED "VIOLATIONS"

WHEREAS, the City of Lathrop City Council held a duly noticed public hearing at a regular meeting on September 13, 2021 to review and consider this ordinance; and

WHEREAS, the proposed municipal code text amendment is citywide and affects all applicable properties in the City; and

WHEREAS, it is appropriate to amend section 8.16.010 to include "Definitions" and add section 8.16.290 to include "Mandatory Organic Waste Disposal Reduction" to incorporate the requirements of SB 1383 and appropriate to add section 8.16.300 entitled "Violations" to include an enforcement mechanism that would establish fines for violations; and

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

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

Section 1. Chapter 8.16 of the Lathrop Municipal Code entitled "Garbage Collection and Disposal" is amended as follows:

A. Section 8.16.010 entitled "Definitions" is amended to add the following to be codified in alphabetical order with existing definitions:

"Commercial Generator" means multifamily residential or a Commercial Business, which generates Solid Waste, Recyclables, Organic Waste or Compostable Materials and may be amended from time to time, which is incorporated herein by reference.

"Contaminated Container" means a container, regardless of color, that contains incorrect materials or prohibited contaminants and may be amended from time to time, which is incorporated herein by reference.

"Green Waste" refers to material that can be broken down into, or otherwise become part of, usable compost in a safe and timely manner (including food scraps, food-soiled paper, and compostable plastics) and may be amended from time to time, which is incorporated herein by reference.

"Organic Waste" refers to waste containing material originated from living organisms and their metabolic waste products (including but not limited to food, green waste,

landscape waste, organic textiles and carpets, lumber, and paper products) and may be amended from time to time, which is incorporated herein by reference.

“Residential Generator” means single family residential, which generates Solid Waste, Recyclables, Organic Waste or Compostable Materials and may be amended from time to time, which is incorporated herein by reference.

“Source Separate” means the process of removing Recyclable Materials, Green Waste and Organics Waste from Solid Waste, prior to collection, into separate containers that are separately designated for Recyclables, Green Waste or Solid Waste and may be amended from time to time, which is incorporated herein by reference.

B. A new Section 8.16.290 entitled “Mandatory Organics Waste Disposal Reduction” is added to read as follows:

Single family, multifamily and commercial business Generators shall adhere to the Mandatory Organic Waste Disposal Reduction and be subject to the following regulations:

- A. Residential and Commercial Generators must subscribe to a basic level of recycling service that includes at a minimum, the collection of recyclable materials and green waste as stated in Chapter 8.16.080.
- B. Residential and Commercial Generators will Source Separate recyclable materials, Green Waste and Organic Waste from solid waste; using the three (3) bin system provided by the contractor.
- C. Contractor shall provide educational information to Residential and Commercial Generators about Organic Waste recovery requirements and the proper way to Source Separate into the three (3) bin system.
- D. Commercial Generators must provide adequate instructions to employees, contractors and volunteers; and post signs containing information on the proper way to Source Separate.
- E. Contamination monitoring is primarily done by the contractor. For generators with a Contaminated Container, contractor will issue contamination notices; multiple notices will trigger a more detailed inspection by an auditor or penalty.
 1. If the contractor first finds a Contaminated Container, they shall notify the Generator by written notice attached to the Contaminated Container and shall provide a copy of the notice to the City.
 2. If the contractor finds a Contaminated Container a second time, they shall notify the generator by a written “Second Notice” attached to the Contaminated Container and shall provide a copy of this “Second Notice” to the City for possible follow up and enforcement.

3. The contractor may refuse to empty the container if contractor finds a Contaminated Container a third time. Subject to California Code of Regulations Title 14, Section 17331, or if determined by the City, the Generator may face potential penalties. If the container is not emptied, the contractor must leave a tag and send a written notice to the generator, identifying the incorrect materials and describing what action must be taken for the materials to be collected; provided, however, that a contractor may not refuse on this basis to empty containers from multifamily or commercial properties with multiple tenants and joint account collection service.

C. Section 8.16.300 entitled "Violations" is added to read as follows:

Generators will receive three (3) written "Courtesy Warning" notices prior to the enforcement of the first penalty violation listed below:

Residential Generator \$50.00 first violation.
Residential Generator \$100.00 second violation.
Residential Generator \$250.00 third and subsequent violations.

Commercial Generator \$100.00 first violation.
Commercial Generator \$250.00 second violation.
Commercial Generator \$500.00 third and subsequent violations.

Deleted: Violation of any of the provisions of this chapter shall be an infraction punishable by a fine of not more than five hundred dollars (\$500.00). ¶

Deleted: ies

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. The City Clerk shall certify to the adoption of this ordinance and shall publish a summary thereof and post a certified copy of the full ordinance in the office of the City Clerk at least five days prior to the adoption of the proposed ordinance; and within fifteen days after adoption, the City Clerk shall publish a summary of the ordinance with the names of the members of the City of Lathrop City Council voting for and against the same.

Deleted: ¶

THIS ORDINANCE was regularly introduced at a regular meeting of the City Council of the City of Lathrop on the 13th day of September 2021, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on 11th day of October 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

ORDINANCE NO. 21-

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING THE LATHROP MUNICIPAL CODE TITLE 8 "HEALTH AND SAFETY", CHAPTER 8.16 ENTITLED "GARBAGE COLLECTION AND DISPOSAL", SECTION 8.16.010 ENTITLED "DEFINITIONS" AND ADDING A NEW SECTION 8.16.290 ENTITLED "MANDATORY ORGANIC WASTE DISPOSAL REDUCTION" AND SECTION 8.16.300 ENTITLED "VIOLATIONS"

WHEREAS, the City of Lathrop City Council held a duly noticed public hearing at a regular meeting on September 13, 2021 to review and consider this ordinance; and

WHEREAS, the proposed municipal code text amendment is citywide and affects all applicable properties in the City; and

WHEREAS, it is appropriate to amend section 8.16.010 to include "Definitions" and add section 8.16.290 to include "Mandatory Organic Waste Disposal Reduction" to incorporate the requirements of SB 1383 and appropriate to add section 8.16.300 entitled "Violations" to include an enforcement mechanism that would establish fines for violations; and

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

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

Section 1. Chapter 8.16 of the Lathrop Municipal Code entitled "Garbage Collection and Disposal" is amended as follows:

A. Section 8.16.010 entitled "Definitions" is amended to add the following to be codified in alphabetical order with existing definitions:

"Commercial Generator" means multifamily residential or a Commercial Business, which generates Solid Waste, Recyclables, Organic Waste or Compostable Materials and may be amended from time to time, which is incorporated herein by reference.

"Contaminated Container" means a container, regardless of color, that contains incorrect materials or prohibited contaminants and may be amended from time to time, which is incorporated herein by reference.

"Green Waste" refers to material that can be broken down into, or otherwise become part of, usable compost in a safe and timely manner (including food scraps, food-soiled paper, and compostable plastics) and may be amended from time to time, which is incorporated herein by reference.

"Organic Waste" refers to waste containing material originated from living organisms and their metabolic waste products (including but not limited to food, green waste,

landscape waste, organic textiles and carpets, lumber, and paper products) and may be amended from time to time, which is incorporated herein by reference.

“Residential Generator” means single family residential, which generates Solid Waste, Recyclables, Organic Waste or Compostable Materials and may be amended from time to time, which is incorporated herein by reference.

“Source Separate” means the process of removing Recyclable Materials, Green Waste and Organics Waste from Solid Waste, prior to collection, into separate containers that are separately designated for Recyclables, Green Waste or Solid Waste and may be amended from time to time, which is incorporated herein by reference.

B. A new Section 8.16.290 entitled “Mandatory Organics Waste Disposal Reduction” is added to read as follows:

Single family, multifamily and commercial business Generators shall adhere to the Mandatory Organic Waste Disposal Reduction and be subject to the following regulations:

- A. Residential and Commercial Generators must subscribe to a basic level of recycling service that includes at a minimum, the collection of recyclable materials and green waste as stated in Chapter 8.16.080.
- B. Residential and Commercial Generators will Source Separate recyclable materials, Green Waste and Organic Waste from solid waste; using the three (3) bin system provided by the contractor.
- C. Contractor shall provide educational information to Residential and Commercial Generators about Organic Waste recovery requirements and the proper way to Source Separate into the three (3) bin system.
- D. Commercial Generators must provide adequate instructions to employees, contractors and volunteers; and post signs containing information on the proper way to Source Separate.
- E. Contamination monitoring is primarily done by the contractor. For generators with a Contaminated Container, contractor will issue contamination notices; multiple notices will trigger a more detailed inspection by an auditor or penalty.
 - 1. If the contractor first finds a Contaminated Container, they shall notify the Generator by written notice attached to the Contaminated Container and shall provide a copy of the notice to the City.
 - 2. If the contractor finds a Contaminated Container a second time, they shall notify the generator by a written “Second Notice” attached to the Contaminated Container and shall provide a copy of this “Second Notice” to the City for possible follow up and enforcement.

3. The contractor may refuse to empty the container if contractor finds a Contaminated Container a third time. Subject to California Code of Regulations Title 14, Section 17331, or if determined by the City, the Generator may face potential penalties. If the container is not emptied, the contractor must leave a tag and send a written notice to the generator, identifying the incorrect materials and describing what action must be taken for the materials to be collected; provided, however, that a contractor may not refuse on this basis to empty containers from multifamily or commercial properties with multiple tenants and joint account collection service.

C. Section 8.16.300 entitled "Violations" is added to read as follows:

Generators will receive three (3) written "Courtesy Warning" notices prior to the enforcement of the first penalty violation listed below:

Residential Generator \$50.00 first violation.
Residential Generator \$100.00 second violation.
Residential Generator \$250.00 third and subsequent violations.

Commercial Generator \$100.00 first violation.
Commercial Generator \$250.00 second violation.
Commercial Generator \$500.00 third and subsequent violations.

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. The City Clerk shall certify to the adoption of this ordinance and shall publish a summary thereof and post a certified copy of the full ordinance in the office of the City Clerk at least five days prior to the adoption of the proposed ordinance; and within fifteen days after adoption, the City Clerk shall publish a summary of the ordinance with the names of the members of the City of Lathrop City Council voting for and against the same.

THIS ORDINANCE was regularly introduced at a regular meeting of the City Council of the City of Lathrop on the 13th day of September 2021, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on 11th day of October 2021, 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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Quarterly Investment Report

June 2021

This report presents a detailed discussion of the City’s investment portfolio as of June 30, 2021. It includes all investments managed by the City on its own behalf as well as the City’s Trustees. The report provides information on cash flows, broken down by both investment manager (City or Trustee) and by percentage allocation within the portfolio.

As of June 30, 2021, the investment portfolio was in compliance with all state laws and the City’s Investment Policy.

Current Portfolio Summary

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

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

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

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

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

The following table (Table: 1) provides a summary of the City’s cash and investments, by holding party, based on recorded value as of June 30, 2021 compared with the prior quarter:

Table: 1				
Holding Party	March 31, 2021		June 30, 2021	
	Fund Amounts (1)	% of Portfolio	Fund Amounts (1)	% of Portfolio
Investments/Cash held by the City	\$161,563,692	81%	\$179,865,784	82%
Investments held by Trustees	38,106,873	19%	38,455,581	18%
TOTAL	\$199,670,565	100%	\$218,321,365	100%

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

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

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


Significant payables paid out during the quarter include:

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

Quarterly Economic Update

According to the latest projections from PFM Asset Management; In Q2, U.S. economic conditions were impacted by: (1) dramatically lower COVID-19 caseloads as vaccine inoculations accelerated, balanced with waning vaccine demand and the emergence of more infectious variants; (2) strong consumer data supported by ongoing fiscal stimulus measures; (3) elevated inflation fueled by surging economic activity amid labor and supply chain shortages; (4) a late-quarter hawkish signal from the Federal Reserve (Fed), as anticipation of bond purchase tapering gained traction and the timeline for expected rate hikes was pulled forward; and (5) the largest increase in corporate earnings estimates in nearly 20 years, which propelled major U.S. stock indices to all-time highs. The U.S. labor market recovery is accelerating after a spring lull. Following a disappointing April jobs report, employers added over 580,000 and 850,000 jobs in May and June, respectively. The service sector led the job recovery in the first half of 2021 as leisure and hospitality accounted for 1.6 million jobs created, or almost half of the year’s payroll gains. The robust demand for workers pushed wages up by a brisk pace of 3.6% year-over-year (YoY). Locally, the San Joaquin Valley area experienced a decrease in unemployment rates (San Joaquin County: 8.5%; City of Lathrop: 7.2%).

I certify that all of the investments reported herein are in accordance with the "City of Lathrop Investment Policy" adopted on November 9, 2020, with the Government Code, and other contractual agreements. I further certify the investments reported herein provide for the ability of the City to meet cash flow needs for the next six months.



 Stephen J. Salvatore
 City Manager



 Cari James
 Director of Finance and Administrative Services

TABLE: 2
CITY OF LATHROP
Summary of All Investments
As of June 30, 2021

City Held Investments	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Local Agency Investment Fund	\$ 73,884,336	0.357%	58.88%	\$ 73,884,336
Wells Fargo Money Market Mutual Funds	\$ 2,886,304	0.010%	2.30%	\$ 2,886,304
California Asset Management Program	\$ 10,255,647	0.080%	8.17%	\$ 10,255,647
Total Investments Held by the City (1)	\$ 87,026,286	0.313%	69.35%	\$ 87,026,286
Trustee Held Investments	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Union Bank	\$ 3,790,148	0.027%	3.02%	\$ 3,790,148
UMB Bank	\$ 940,922	0.000%	0.75%	\$ 940,922
US Bank	\$ -	0.000%	0.00%	\$ -
SJ County Pooled Funds	\$ 382,806	0.260%	0.31%	\$ 382,806
PFM Asset Management	\$ 32,852,584	0.880%	26.18%	\$ 32,852,584
BBVA Compass Bank	\$ 489,121	0.230%	0.39%	\$ 489,121
Total Investments Held by Trustees (2)	\$ 38,455,581	0.760%	30.65%	\$ 38,455,581
Total City & Trustee Held Investments & Cash	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Investments Held by the City and Trustees	\$ 125,481,868	0.450%	100.00%	\$ 125,481,868
Cash in Checking Accounts - Recorded Value	\$ 92,839,498			
Total Cash and Investments	\$ 218,321,365			

One month benchmark for U.S. Treasuries: 0.05%
 Three month benchmark for U.S. Treasuries: 0.05%

Notes:

(1) See Table: 4 for detailed investments held by the City.

(2) See Table: 5 for detailed investments held by Trustees.

TABLE: 3
CITY OF LATHROP
Investments Cash Flow Analysis
As of June 30, 2021

Investments Held by the City	Prior Month Recorded Value	Purchased (Buy)	Redeemed (Sell)	Current Month Recorded Value
Local Agency Investment Fund (1)	\$ 73,884,336	-	-	\$ 73,884,336
Wells Fargo Money Market Mutual Funds (2)	\$ 2,886,279	25	-	\$ 2,886,304
California Asset Management Program	\$ 10,255,223	423	-	\$ 10,255,647
Total Investments Held by the City	\$ 87,025,838	448	-	\$ 87,026,286
Investments Held by Trustees	Prior Month Recorded Value	Purchased (Buy)	Redeemed (Sell)	Current Month Recorded Value
BBVA Compass Bank	\$ 488,782	339	-	\$ 489,121
SJ County Pooled Funds	\$ 383,569	-	(763)	\$ 382,806
UIMB Bank	\$ 940,915	7	-	\$ 940,922
Union Bank (3)	\$ 3,489,637	300,546	(35)	\$ 3,790,148
PFM Asset Management	\$ 32,835,515	3,655,621	(3,638,552)	\$ 32,852,584
Total Investments Held by Trustees	\$ 38,138,419	\$ 3,956,513	\$ (3,639,350)	\$ 38,455,581
Total Cash in Checking Accounts Held by the City (2)	\$ 90,338,467	8,856,274	(6,355,244)	\$ 92,839,498
Total Cash and Investments Held by the City and Trustees	\$ 215,502,724	\$ 12,813,235	\$ (9,994,593)	\$ 218,321,365

Notes:

- (1) LAIF interest income is paid quarterly (Mar/Jun/Sept/Dec) and received in the following month (Apr/Jul/Oct/Jan).
- (2) Property Tax, Building permit revenue, TOT, Developer payments, and Utility payments: nonrecurring expenses paid during the month: General government, Parks, Streets, Wastewater, and Water CIPs; also, recurring expenses: Park & street landscape maintenance, and water treatment services; lastly, intergovernmental payments and transfers: Police Services expenses, and SSJID SCSWSP O & M expenses.
- (3) Interest earnings, debt service payments.

TABLE: 4
CITY OF LATHROP
Investments Held by City - Detail
As of June 30, 2021

Agency (Broker)	Investment Description	Coupon Rate	Yield to Maturity	Purchase Date	Maturity Date	Market Value (No Accruals)	Recorded Value
Local Agency Investment Fund							
	Money Market Fund City Acct No. 98-39-437	N/A	0.357%	Varies	On Demand	73,884,336	73,884,336
						\$ 73,884,336	\$ 73,884,336
Wells Fargo Mutual Funds							
	Money Market Mutual Fund City Acct No. 12641627	N/A	0.010%	Varies	On Demand	2,886,304	2,886,304
						\$ 2,886,304	\$ 2,886,304
Califorina Asset Management Program							
	Liquidity Account No. 6084-001	N/A	0.080%	Varies	On Demand	10,255,647	10,255,647
						\$ 10,255,647	\$ 10,255,647
TOTAL INVESTMENTS HELD BY CITY						\$ 87,026,286	\$ 87,026,286

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of June 30, 2021

Investment Description	Acct Number	CUSIP	Current Yield	Purchase	Maturity Date	Value	Recorded Value
Investments Held by Union Bank by Account							
03-1 Series 2015 - Mossdale Village Assessment District							
Mossdale Village Assessment Dist. No. 03-1 Series 2015 - Redemption Fund	6712138601 ####		0.010%	10/18/05	On Demand	\$ 51	\$ 51
Mossdale Village Assessment Dist. No. 03-1 Series 2005/2015 - Reserve Fund	6712138602 ####		0.010%	10/18/05	On Demand	\$ 240,199	\$ 240,199
2000 North Harlan Improvement District 99-01							
Money Market - Reserve Account	6711651103		0.010%	7/12/00	On Demand	\$ -	\$ -
Money Market - Redemption Account	6711651101		0.010%	7/12/00	On Demand	\$ -	\$ -
2003-24 Lathrop CFD							
Money Market- Interest Account	6711720001		0.010%	12/12/03	On Demand	\$ 1	\$ 1
Money Market-Reserve Account	6711722200		0.010%	12/12/03	On Demand	\$ -	\$ -
LAF - Interest Account	6711720002		0.357%	03/19/03	On Demand	\$ 698,814	\$ 698,814
CDPH/CDWR - SRF Loan							
Agreement Account	6711908800		0.000%	12/22/10	On Demand	\$ 300,967	\$ 300,967
Agreement Account - Reserve Fund	6711908801		0.000%	12/22/10	On Demand	\$ 597,638	\$ 597,638
2013-1 Mossdale Village							
2013-1 Refunding Improvement Bonds	6712076900		0.000%	10/01/13	On Demand	\$ -	\$ -
2013-1 Refunding Improvement Bonds	6712076901		0.000%	10/01/13	On Demand	\$ 178	\$ 178
2013-1 Refunding Improvement Bonds	6712076903		0.000%	10/01/13	On Demand	\$ 946,116	\$ 946,116
2013-1 Special Tax Bonds							
2013-1 Mossdale Special Tax	6712076801		0.000%	10/01/13	On Demand	\$ 51	\$ 51
2013-1 Mossdale Special Tax	6712076803		0.000%	10/01/13	On Demand	\$ -	\$ -
2013-1 Mossdale Special Tax	6712076804		0.000%	10/01/13	On Demand	\$ 262,606	\$ 262,606
2013-1 Mossdale Special Tax	6712076806		0.000%	10/01/13	On Demand	\$ 75	\$ 75
2015 Crossroads Series B							
2015 Crossroads Series B - LOIB RDP	67122138800		0.000%	09/01/15	On Demand	\$ 1,695	\$ 1,695
2015 Crossroads Series B - LOIB Reserve	6712138801		0.000%	09/01/15	On Demand	\$ 56	\$ 56
2015 Crossroads Series B - LOIB Reserve	6712138803		0.000%	09/01/15	On Demand	\$ 741,304	\$ 741,304
2015 Crossroads Series B - COB of Issuance	6712138804		0.000%	09/01/15	On Demand	\$ -	\$ -
2015 Crossroads Series B - Improvements	6712138805		0.000%	09/01/15	On Demand	\$ 396	\$ 396
2015 Crossroads Series B - COI Custodian Agreement	6712198801		0.000%	09/01/15	On Demand	\$ -	\$ -
Total Investments Held by Trustee - Union Bank						\$ 3,790,148	\$ 3,790,148
Investments Held by BBVA Compass Bank by Account							
2012 Water Loan (Refunding of 2000 Water COPs)							
Certificate of Deposit - Reserve Fund			0.090%	5/22/19	5/21/21	\$ 489,121	\$ 489,121
Total Investments Held by Trustee - BBVA Compass Bank						\$ 489,121	\$ 489,121

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of June 30, 2021

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
Investments Held by UMB Bank by Account							
2006-1 Central Lathrop Phase I Infrastructure CFD							
Special Tax Fund	141226.1			09/12/06	On Demand	\$ -	\$ -
Interest Fund	141226.2			09/12/06	On Demand	\$ -	\$ -
Principal	141226.3			08/26/10	On Demand	\$ -	\$ -
Redemption	141226.4			08/26/10	On Demand	\$ -	\$ -
TTEE Fee & Comp Exp	141226.5			09/12/06	On Demand	\$ -	\$ -
Reserve Fund	141226.6			09/12/06	On Demand	\$ -	\$ -
Improvement Fund	141226.7			09/12/06	On Demand	\$ -	\$ -
2018-1 Central Lathrop CFD							
Improvement Area 1 - Admin Expense Reserve Fund	149232.1			02/01/19	On Demand	\$ 40,183	\$ 40,183
Other Improvement Areas - Admin Expense Reserve Fund	149232.2			02/01/19	On Demand	\$ 160,735	\$ 160,735
Improvement Area 1 - Principal Account	149232.3			02/01/19	On Demand	\$ 10,001	\$ 10,001
Improvement Area 1 - Redemption Account	149232.4			02/01/19	On Demand	\$ -	\$ -
Improvement Area 1 - Interest Account	149232.5			02/01/19	On Demand	\$ 36	\$ 36
Improvement Area 1 - Admin Expense Account	149232.6			02/01/19	On Demand	\$ 29,057	\$ 29,057
Improvement Area 1 - Reserve Fund	149232.7			02/01/19	On Demand	\$ 175,247	\$ 175,247
Improvement Area 1 - Surplus Fund	149232.8			02/01/19	On Demand	\$ -	\$ -
Improvement Area 2 - Principal Account	149265.1			02/01/19	On Demand	\$ 7,501	\$ 7,501
Improvement Area 2 - Redemption Account	149265.2			02/01/19	On Demand	\$ -	\$ -
Improvement Area 2 - Interest Account	149265.3			02/01/19	On Demand	\$ 22	\$ 22
Improvement Area 2 - Admin Expense Account	149265.4			02/01/19	On Demand	\$ 29,234	\$ 29,234
Improvement Area 2 - Reserve Fund	149265.5			02/01/19	On Demand	\$ 91,306	\$ 91,306
Improvement Area 2 - Surplus Fund	149265.6			02/01/19	On Demand	\$ -	\$ -
Improvement Area 3 - Principal Account	149267.1			02/01/19	On Demand	\$ 12,501	\$ 12,501
Improvement Area 3 - Redemption Account	149267.2			02/01/19	On Demand	\$ -	\$ -
Improvement Area 3 - Interest Account	149267.3			02/01/19	On Demand	\$ 44	\$ 44
Improvement Area 3 - Admin Expense Account	149267.5			02/01/19	On Demand	\$ 28,300	\$ 28,300
Improvement Area 3 - Reserve Fund	149267.6			02/01/19	On Demand	\$ 222,683	\$ 222,683
Improvement Area 3 - Surplus Fund	149267.7			02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Principal Account	149268.1			02/01/19	On Demand	\$ 5,000	\$ 5,000
Improvement Area 4 - Redemption Account	149268.2			02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Interest Account	149268.3			02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Admin Expense Account	149268.4			02/01/19	On Demand	\$ 29,779	\$ 29,779
Improvement Area 4 - Reserve Fund	149268.5			02/01/19	On Demand	\$ 46,095	\$ 46,095
Improvement Area 4 - Surplus Fund	149268.6			02/01/19	On Demand	\$ -	\$ -
Improvement Area 5 - Principal Account	149269.1			02/01/19	On Demand	\$ 2,500	\$ 2,500
Improvement Area 5 - Redemption Account	149269.2			02/01/19	On Demand	\$ -	\$ -
Improvement Area 5 - Interest Account	149269.3			02/01/19	On Demand	\$ 12	\$ 12
Improvement Area 5 - Admin Expense Account	149269.4			02/01/19	On Demand	\$ 30,217	\$ 30,217

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of June 30, 2021

Investment Description	Acct Number	CUSIP	Current Yield	Purchase	Maturity Date	Value	Recorded Value
Improvement Area 5 - Reserve Fund	149269.5			02/01/19	On Demand	\$ 20,470	\$ 20,470
Improvement Area 5 - Surplus Fund	149269.6			02/01/19	On Demand	\$ -	\$ -
2018-2 Central Lathrop CFD							
Special Tax Fund	149261.1			02/01/19	On Demand	\$ -	\$ -
Surplus Fund	149261.2			02/01/19	On Demand	\$ -	\$ -
Total Investments Held by Trustee - UMB Bank						\$ 940,922	\$ 940,922
Investments Held by San Joaquin County by Account							
<i>Sanitary Sewer Assessment District #1</i>							
Poolled Funds - Redemption Account	SI CO FUND # 57961		0.260%	10/1/87	On Demand	\$ 382,806	\$ 382,806
Total Investments Held by Trustee - San Joaquin County						\$ 382,806	\$ 382,806
Investments Held by PFM Asset Management by Account							
<i>PFM Asset Management</i>							
Money Market Fund	20260109	PFM Funds - Govt Select		AAAn		\$ 7,087	\$ 7,087
US Treasury Bond / Note							
US Treasury Notes		912828WZ9	1.75%	04/30/15	04/30/22	\$ 587,975	\$ 587,975
US Treasury Notes		9128282P4	1.88%	07/31/17	07/31/22	\$ 636,914	\$ 636,914
US Treasury Notes		9128282P4	1.88%	07/31/17	07/31/22	\$ 738,820	\$ 738,820
US Treasury Notes		912828YA2	1.50%	08/15/19	08/15/22	\$ 863,148	\$ 863,148
US Treasury Notes		9128282S8	1.63%	08/31/17	08/31/22	\$ 279,813	\$ 279,813
US Treasury Notes		9128282S8	1.63%	08/31/17	08/31/22	\$ 890,313	\$ 890,313
US Treasury Notes		912828YK0	1.38%	10/15/19	10/15/22	\$ 761,836	\$ 761,836
US Treasury Notes		912828229	1.50%	01/15/20	01/15/23	\$ 1,020,313	\$ 1,020,313
US Treasury Notes		912828P38	1.75%	02/01/16	03/31/23	\$ 537,961	\$ 537,961
US Treasury Notes		912828P38	1.75%	02/01/16	03/31/23	\$ 537,961	\$ 537,961
US Treasury Notes		912828D05	0.50%	03/15/20	03/15/23	\$ 351,750	\$ 351,750
US Treasury Notes		912828Q29	1.50%	03/31/16	03/31/23	\$ 1,687,125	\$ 1,687,125
US Treasury Notes		9128282P8	0.125%	05/15/20	05/15/23	\$ 723,527	\$ 723,527
US Treasury Notes		912828CAP6	0.125%	10/15/20	10/15/23	\$ 298,734	\$ 298,734
US Treasury Notes		912828BA8	0.125%	12/15/20	12/15/23	\$ 248,672	\$ 248,672
US Treasury Notes		912828B87	0.125%	01/15/21	01/15/24	\$ 994,063	\$ 994,063
US Treasury Notes		912828CBM2	0.125%	02/15/21	02/15/24	\$ 198,719	\$ 198,719
US Treasury Notes		912828CBM2	0.125%	02/15/21	02/15/24	\$ 522,949	\$ 522,949
US Treasury Notes		912828CBM2	0.125%	02/15/21	02/15/24	\$ 1,142,633	\$ 1,142,633
US Treasury Notes		912828CBR1	0.250%	03/15/21	03/15/24	\$ 522,949	\$ 522,949
US Treasury Notes		912828X70	0.375%	04/15/21	04/15/24	\$ 324,594	\$ 324,594
US Treasury Notes		912828X70	2.00%	05/01/17	04/30/24	\$ 835,500	\$ 835,500
US Treasury Notes		912828CCG4	0.250%	06/15/21	06/15/24	\$ 496,953	\$ 496,953
US Treasury Notes		912828CCG4	0.250%	06/15/21	06/15/24	\$ 993,906	\$ 993,906
US Treasury Notes		912828VM6	1.500%	10/31/19	10/31/24	\$ 412,750	\$ 412,750
US Treasury Notes		912828VW6	1.500%	11/30/19	11/30/24	\$ 335,359	\$ 335,359
US Treasury Subtotal:						\$ 15,884,327	\$ 15,884,327

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of June 30, 2021

Investment Description	Acct Number	CUSIP	Current Yield	Purchase	Maturity Date	Value	Recorded Value
Supra-National Agency Bond / Note							
Int'l BK Recon & Develop SN Note		459058GU1	2.125%	05/29/19	07/01/22	\$ 305,808	\$ 305,808
Int'l BK Recon And Dev Note		459058IV6	0.125%	04/20/21	04/20/23	\$ 453,893	\$ 453,893
Inter-American Devel BK Corporate Notes		4581XDMW7	0.500%	04/24/20	05/24/23	\$ 326,408	\$ 326,408
Int'l BK Recon & Develop Corporate		459058IM6	0.250%	11/17/20	11/24/23	\$ 314,095	\$ 314,095
						\$ 1,400,204	\$ 1,400,204
Supra-National Agency Subtotal							
Federal Agency Bond/Note							
Federal Farm Credit Banks Notes		3133ELTN4	0.530%	03/18/20	01/18/22	\$ 651,637	\$ 651,637
Federal Farm Credit Banks Notes		3133ELWD2	0.375%	04/08/20	04/08/22	\$ 501,072	\$ 501,072
Federal Farm Credit Banks Notes		3133ELYN9	0.250%	05/06/20	05/06/22	\$ 650,791	\$ 650,791
Federal Home Loan Banks Notes		3130AIPU7	0.250%	06/12/20	06/03/22	\$ 625,770	\$ 625,770
Fannie Mae Notes		3134GVI66	0.250%	06/12/20	06/03/22	\$ 801,001	\$ 801,001
Federal Home Loan Banks Agcy		313379069	2.125%	06/01/12	06/10/22	\$ 636,813	\$ 636,813
Fannie Mae Notes		3137EAF2	0.125%	07/23/20	07/25/22	\$ 399,995	\$ 399,995
Fannie Mae Notes		3135GOW33	1.375%	09/06/19	09/06/22	\$ 623,951	\$ 623,951
FFCB Notes		3133EMGX4	0.125%	11/23/20	11/23/22	\$ 634,597	\$ 634,597
Federal Farm Credit Banks Notes		3133EMPH9	0.125%	02/03/21	02/03/23	\$ 269,677	\$ 269,677
Federal Home Loan Banks Notes		3130AL7E3	1.375%	02/21/20	02/17/23	\$ 555,396	\$ 555,396
Fannie Mae Notes		3137EAEQ8	0.375%	04/20/20	04/20/23	\$ 601,666	\$ 601,666
Fannie Mae Notes		3137EAEF6	0.375%	05/07/20	05/05/23	\$ 571,514	\$ 571,514
Fannie Mae Notes		3135G04Q3	0.250%	05/22/20	05/22/23	\$ 650,239	\$ 650,239
Fannie Mae Notes		3137EAEF4	0.250%	06/26/20	06/26/23	\$ 880,165	\$ 880,165
Fannie Mae Notes		3135G05G4	0.250%	07/10/20	07/10/23	\$ 399,937	\$ 399,937
Fannie Mae Notes		3135G05G4	0.250%	07/10/20	07/10/23	\$ 924,855	\$ 924,855
Fannie Mae Notes (Callable)		3135G05R0	0.300%	08/10/20	08/10/23	\$ 399,924	\$ 399,924
Fannie Mae Notes		3137EAEV7	0.250%	08/21/20	08/24/23	\$ 649,753	\$ 649,753
Fannie Mae Notes		3137EAEW5	0.250%	09/04/20	09/08/23	\$ 399,758	\$ 399,758
Fannie Mae Notes		3137EAEW5	0.250%	09/04/20	09/08/23	\$ 414,749	\$ 414,749
Fannie Mae Notes		3137EAEW5	0.250%	09/04/20	09/08/23	\$ 499,698	\$ 499,698
Fannie Mae Notes		3137EAEW5	0.250%	09/04/20	09/08/23	\$ 559,661	\$ 559,661
Fannie Mae Notes		3137EAEW5	0.250%	09/04/20	09/08/23	\$ 473,235	\$ 473,235
Fannie Mae Notes		3137EAEV1	0.125%	10/16/20	10/16/23	\$ 748,988	\$ 748,988
Fannie Mae Notes		3137EAEZ8	0.250%	11/05/20	11/06/23	\$ 434,398	\$ 434,398
Fannie Mae Notes		3135G06H1	0.250%	11/25/20	11/27/23	\$ 533,996	\$ 533,996
Fannie Mae Notes		3137EAF2	0.250%	12/04/20	12/04/23	\$ 15,493,235	\$ 15,493,235
Federal Agency Subtotal:						\$ 67,731	\$ 67,731
Interest							
Accrued Interest						\$ 32,852,584	\$ 32,852,584
Total Investments Held by Trustee -PFM Asset Management						\$ 38,455,581	\$ 38,455,581

* Investments made per CLSP Bond Indenture

Total Investments Held by Trustees \$ 38,455,581 \$ 38,455,581

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ITEM: ANNUAL REVIEW AND ADOPTION OF THE CITY'S INVESTMENT POLICY

RECOMMENDATION: Adopt a Resolution Approving the Annual Investment Policy for Fiscal Year 2021/22

SUMMARY:

PFM Asset Management, LLC (PFM), the City's investment portfolio manager, has conducted its annual review of the City's Investment Policy to ensure compliance with investment regulatory agencies and the California Government Code. PFM has found that the City's Investment Policy for Fiscal Year 2021/22 is comprehensive, is consistent with the City's objectives and risk tolerances, and is in compliance with the California Government Code and has no recommended changes to the policy at this time. The proposed FY 2021/22 Investment Policy is attached (Attachment B).

Staff recommends the approval of the Investment Policy as presented by PFM to be in compliance with current investment regulations adopted by the California Government Code.

BACKGROUND:

PFM manages over \$118 billion for public entities nationwide and has a strong history of providing professionals dedicated to actively managing and supporting the administration of fixed-income operating funds, capital funds and reserves, and bond proceeds.

PFM has actively managed the City's investment portfolio since the initial Council approved contract in 2015. PFM is nationally recognized as one of the leading investment advisory organizations, specializing in providing services to the public sector. Some of the services PFM provides are:

- Review of the City's Investment Policy
- Cash flow analysis to determine current and future liquidity needs
- Develop and implement investment strategy

The investment policy serves as the foundation of the City's investment goals and priorities. An annual review assures that it continues to meet the City's goals and priorities for its portfolio. It contributes to the protection of the assets of the City. The approved investment policy demonstrates that the City Council is fiducially responsible, thereby; promoting trust and confidence from the public that it serves.

PFM has performed its annual review of the City's Investment Policy along with current state laws governing investment activities of local governments. PFM has found that the City's Investment Policy for Fiscal Year 2021/22 is comprehensive, is consistent with the City's objectives and risk tolerances, and is in compliance with

CITY MANAGER'S REPORT **Page 2**
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
ANNUAL REVIEW AND ADOPTION OF THE INVESTMENT POLICY FOR FY
2021/22

the California Government Code and has no recommended changes to the policy at this time. The proposed FY 2021/22 Investment Policy is attached (Attachment B).

REASON FOR RECOMMENDATION:

The City's investment policy provides the Finance Department with direction as to the investment objectives of the governing body (in order of priority):

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

It also establishes standards approved by Council; concerning the prudent care of City invested funds, the ethics of the investment officer, and internal controls/reporting procedures.

In addition, the Government Finance Officers Association's (GFOA) Committee on Cash Management advocates the adoption of a municipal resolution that consists of; a legal list of allowable securities, a prudent investor clause and the mandatory enactment of written investment policies. An adopted investment policy, prudently followed by the investment officer, is favorably viewed by municipal credit rating agencies. The submitted resolution meets GFOA standards.

FISCAL IMPACT:

Review of the City's Investment Policy is a service provided within the scope of PFM's annual contract.

ATTACHMENTS:

- A. Resolution Approving the Annual Investment Policy for Fiscal Year 2021/22
- B. Investment Policy for Fiscal Year 2021/22
- C. Memorandum Confirming Review of the Investment Policy from PFM Asset Management, LLC.


CITY MANAGER'S REPORT
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
ANNUAL REVIEW AND ADOPTION OF THE INVESTMENT POLICY FOR FY
2021/22

APPROVALS:




Thomas Hedegard
Deputy Finance Director

9/30/2021
Date



Cari James
Director of Finance and Administrative
Services

10/4/2021
Date



Salvador Navarrete
City Attorney

9.30.2021
Date



Stephen J. Salvatore
City Manager

10.5.21
Date

RESOLUTION NO. 21-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE ANNUAL INVESTMENT POLICY FOR FISCAL YEAR
2021/22**

WHEREAS, Government Code § 53646(a) (1) of the State of California was amended to offer the suggestion, rather than the requirement, that local agencies file an annual investment policy; and

WHEREAS, the California Debt and Investment Advisory Commission highly recommends local agencies' legislative bodies adopt an annual investment policy to increase the policy's authority and legitimacy; and

WHEREAS, Staff recommends and the City Council desires to adopt the Fiscal Year 2021/22 Investment Policy; and

WHEREAS, the City's Investment Policy provides the Finance Department with direction as to the investment objectives of the governing body (in order of priority):

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

WHEREAS, the Investment Policy for the City of Lathrop for Fiscal Year 2021/22 is attached to the City Manager's Report as "Attachment B";

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby authorize the Investment Policy for the City of Lathrop for Fiscal Year 2021/22.

The foregoing resolution was passed and adopted this 11th day of October, 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

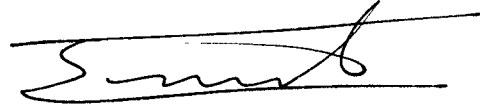
ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:



Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

City of Lathrop

Investment Policy

City of Lathrop

Investment Policy

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1.0 POLICY

The City Council of the City of Lathrop, California (the City) has adopted this Investment Policy in order to establish the investment scope, objectives, delegation of authority, standards of prudence, reporting requirements, internal controls, eligible investments and transactions, diversification requirements, risk tolerance, and safekeeping and custodial procedures for the investment of the funds of the City. All City funds will be invested in accordance with this Investment Policy and with applicable sections of the California Government Code.

This Investment Policy was endorsed and adopted by the City Council of the City of Lathrop on October 11, 2021. It replaces any previous investment policy or investment procedures of the City.

2.0 SCOPE

This Investment Policy shall apply to all investment activities and financial assets of the City, as accounted for in the City's Comprehensive Annual Financial Report and which include the following:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Trust and Agency Funds

The provisions of this Investment Policy do not apply to those cash assets governed by bond indentures, bond resolutions, employee's retirement and deferred compensation funds, as those are administered separately.

3.0 PRUDENCE

The standard of prudence to be used for managing the City's investments shall be California Government Code Section 53600.3, the prudent investor standard, which states that "when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that no investment is totally without risk and that the investment activities of the City are a matter of public record. Accordingly, the City recognizes that occasional measured losses may occur in a diversified portfolio and shall be considered within the context of the overall portfolio's return, provided that adequate diversification has been implemented and that the sale of a security is in the best long-term interest of the City.

Individuals having investment responsibilities who act in accordance with written procedures and this Investment Policy and who exercise due diligence in performing their duties shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided

that deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 OBJECTIVES

The City's funds shall be invested in accordance with all applicable City municipal codes and applicable resolutions, California statutes, and Federal regulations, and in a manner designed to accomplish the following objectives, which are listed in priority order:

1. Preservation of capital and protection of investment principal.
2. Maintenance of sufficient liquidity to meet anticipated cash flows.
3. Attainment of a market value rate of return.
4. Diversification to avoid incurring unreasonable market risks.

5.0 DELEGATION OF AUTHORITY

Authority to manage the City's investment program is derived from the City of Lathrop Municipal Code, Title 2, Chapter 2.08, Section 2.08.010.F.2. and from California Government Code Section 53607. In exercise of that authority, the City Council has delegated responsibility for the investment program to the Treasurer. The City Manager, who serves as Treasurer, shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. The City Manager may delegate investment decision making and execution authority to the City's Director of Finance and to other specifically authorized officers and employees. The Director of Finance shall maintain a list of persons authorized to transact securities business for the City. No person may engage in an investment transaction except as expressly provided under the terms of this Investment Policy.

The Director of Finance shall develop written administrative procedures and internal controls, consistent with this Investment Policy, for the operation of the City's investment program. Such procedures shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of the City.

The Director of Finance shall establish a process for annual independent review of the City's investment program by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

The City may engage the support services of outside investment advisors in regard to its investment program, so long as it can be clearly demonstrated that these services produce a net financial advantage or necessary financial protection of the City's financial resources.

6.0 ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the City's investment program, or that could impair their ability to make impartial decisions. Investment officials shall disclose any material interest in financial institutions that conduct business with the City. They shall further disclose any personal financial/investment positions that could be related to the performance of the City's investment portfolio. Employees and officers handling investment transactions shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

7.0 AUTHORIZED BROKER/DEALERS

The Director of Finance shall maintain a list of authorized broker/dealers approved for investment purposes, and it shall be the policy of the City to purchase securities only from those brokers and the firms they represent. Each approved broker/dealer must possess an authorizing certificate from the California Commissioner of Corporations as required by Section 25210 of the California Corporations Code.

The firms they represent must:

1. be recognized as a Primary Dealer by the Federal Reserve Bank of New York or have a primary dealer within their holding company structure, or
2. report voluntarily to the Federal Reserve Bank of New York, or
3. qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (Uniform Net Capital Rule).

Broker/dealers will be selected by the Director of Finance on the basis of their expertise in public cash management and their ability to provide services for the City's account.

Annually, each authorized broker/dealer shall submit a City approved Broker/Dealer Information Request form and the firm's most recent financial statements. The Director of Finance shall maintain a list of approved broker/dealers, along with each firm's most recent Broker/Dealer Information Request form.

The City may purchase commercial paper from direct issuers even though they are not on the approved broker/dealer list as long as they meet the criteria outlined in Item 8.6 of the Authorized and Suitable Investments section of this Investment Policy.

Broker/dealers or municipal securities dealers, that have made political contributions to any member of the City Council or to any candidate for that office, in amounts exceeding the limits set forth in Rule G-37 of the Municipal Securities Rulemaking Board, are prohibited from serving as a City approved broker/dealer for a period of two years following such contributions.

If the City engages the support services of an outside investment advisor, the adviser is authorized to transact with its broker/dealer relationships on behalf of the City.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

All investments and deposits of the City shall be made in accordance with California Government Code Sections 16429.1, 53600-53609 and 53630-53686, except that reserve funds from the proceeds of debt issues may be invested in permitted investments specified in the indenture of the debt issue.

The City has further restricted authorized investments to the following:

8.1 Government Obligations

As authorized in Government Code Sections 53601(a) through (e), this category includes a wide variety of government securities. There are no portfolio limitations on the amount; however, the maturity term of these investment vehicles may not exceed five years from the date of trade settlement unless approved by the City Council. These securities include the following:

8.1.a. United States Treasury bills, notes, bonds, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest with a final maturity not exceeding five years from the date of trade settlement.

8.1.b. Federal Agency mortgage backed securities and debentures with a final maturity not exceeding five years from the date of trade settlement.

8.1.c. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises with a final maturity not exceeding five years from the date of trade settlement.

8.2 State and Local Agency Obligations

8.2.a. Obligations of the State of California and any local agency within California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency or of the state with a final maturity not exceeding five years from the date of trade settlement, and rated in a rating category of "A" or the equivalent or better by a Nationally Recognized Statistical Rating Organization (NRSRO) at the time of purchase. The aggregate investment in state and local agency obligations shall not exceed 30% of the City's total portfolio.

8.2.b. Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California with a final maturity not exceeding five years from the date of trade settlement, and rated in a rating category of "A" or the equivalent or better by a Nationally Recognized Statistical Rating Organization (NRSRO) at the time of purchase. The aggregate investment in state and local agency obligations shall not exceed 30% of the City's total portfolio.

8.3 Medium-Term Notes

Medium-Term Notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States, with a final maturity not exceeding five years from the date of trade settlement, and rated in a rating category of "A" or the equivalent or better by a NRSRO at the time of purchase. No more than 10% of the City's total portfolio shall be invested in medium-term notes and the commercial paper of any one issuer, and the aggregate investment in medium-term notes shall not exceed 30% of the City's total portfolio. In addition, AAA rated FDIC-guaranteed corporate bonds are herein authorized, within the aforementioned diversification and maturity requirements.

8.4 Negotiable Certificates of Deposit

Negotiable Certificates of Deposit with a maturity not exceeding five years from the date of trade settlement, issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Certificates of Deposits may be purchased only from financial institutions that meet the criteria set forth in the section of this Investment Policy, "Selection of Depositories." Investment in negotiable Certificates of Deposit shall not exceed 30% of the City's total portfolio.

8.5 Non-negotiable Certificates of Deposit

Non-negotiable Certificates of Deposit with a maturity not exceeding five years from the date of trade settlement, in FDIC insured state or nationally chartered banks or savings banks, subject to the limitations of California Government Code Section 53638. Amounts in excess of FDIC insurance coverage shall be secured in accordance with California Government Code Section 53652. Certificates of Deposits may be purchased only from financial institutions that meet the criteria set forth in the section of this Investment Policy, "Selection of Depositories." Investment in non-negotiable Certificates of Deposit shall not exceed 30% of the City's total portfolio.

8.6 Commercial Paper

Prime Commercial Paper with a maturity not exceeding 270 days from the date of trade settlement with the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either sub-paragraph A. or sub-paragraph B. below:

A. The entity shall (1) be organized and operating in the United States as a general corporation, (2) have total assets in excess of \$500,000,000 and (3) have debt other than commercial paper, if any, that is rated in a rating category of "A" or the equivalent or higher by a NRSRO.

B. The entity shall (1) be organized within the United States as a special purpose corporation, trust, or limited liability company, (2) have program-wide credit enhancements, including, but not limited to, over collateralization, letters of credit or surety bond and (3) have commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

No more than 10% of the City's total portfolio shall be invested in the commercial paper and corporate notes of any one issuer, and the aggregate investment in commercial paper shall not exceed 25% of the City's total portfolio.

8.7 Banker's Acceptances

Eligible Banker's Acceptances with a maturity not exceeding 180 days from the date of trade settlement, drawn on or accepted by a FDIC insured commercial bank with combined capital and surplus of at least \$250 million, whose senior long-term debt is rated in a rating category of "A" or the equivalent or better by a NRSRO at the time of trade settlement. No more than 30% of the City's total portfolio shall be invested in banker's acceptances of any one issuer, and the aggregate investment in banker's acceptances shall not exceed 40% of the City's total portfolio.

8.8 Repurchase Agreements

Repurchase Agreements with a final termination date not exceeding 30 days collateralized by U.S. Treasury obligations, Federal Agency securities, or Federal Instrumentality securities listed in Section 8.1 above with the maturity of the collateral not exceeding five years. For the purpose of this section, the term collateral shall mean purchased securities under the terms of the City's approved Master Repurchase Agreement. The purchased securities shall have a minimum market value including accrued interest of 102% of the dollar value of the funds borrowed. Collateral shall be held in the City's custodian bank, as safekeeping agent, and the market value of the collateral securities shall be marked-to-the-market daily.

Repurchase Agreements shall be entered into only with broker/dealers who are recognized as Primary Dealers with the Federal Reserve Bank of New York, or with firms that have a Primary Dealer within their holding company structure. Primary Dealers approved as Repurchase Agreement counterparties shall have a short-term credit rating of at least A-1 or the equivalent and a long-term credit rating in a rating category of "A" or the equivalent or better. Repurchase agreement counterparties shall execute a City approved Master Repurchase Agreement with the City. The Director of Finance shall maintain a copy of the City's approved Master Repurchase Agreement along with a list of the broker/dealers who have executed same. There are non portfolio limits for repurchase agreements.

8.9 Money Market Funds

Money Market Funds registered under the Investment Company Act of 1940 that (1) are "no-load" (meaning no commission or fee shall be charged on purchases or sales of shares); (2) have a constant net asset value per share of \$1.00; (3) invest only in the securities and obligations authorized in the applicable California statutes and (4) have a rating of AAAM or the equivalent by not less than two NRSROs. The combined investment in money market funds and mutual funds shall not exceed 20% of the City's total portfolio.

8.10 Mutual Funds

Mutual Funds registered under the Investment Company Act of 1940 which (1) are "no-load" (meaning no commission or fee shall be charged on purchases or sales of shares); (2) invest in the securities and obligations authorized in the applicable California statutes and (3) have a rating of AAAM or the equivalent by not less than two NRSROs. No more than 10% of the City's total portfolio may be invested in mutual funds of any one issuer, and the combined investment in mutual funds and money market funds shall not exceed 20% of the City's total portfolio.

8.11 Local Agency Investment Fund

State of California's Local Agency Investment Fund (LAIF), pursuant to California Government Code Section 16429.1.

8.12 Shares of beneficial interest issued by a joint powers authority

Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in California Government Code Section 53601 subdivisions (a) to (r), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

- (1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.
- (2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.
- (3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

8.13 Supranational Debt

United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or the equivalent or better by an NRSRO and shall not exceed 30% of the City's total portfolio.

8.14 Allowable Investment Vehicles

It is the intent of the City that the foregoing list of authorized securities and transactions is strictly interpreted. Any deviation from this list must be approved in advance by the City Council.

The City may, from time to time issue bonds, the proceeds of which must be invested to meet specific cash flow requirements. In such circumstances the reinvestment of debt issuance or related reserve funds will be governed by the bond documents and may deviate from the provisions of this Investment Policy.

9.0 COMPETITIVE TRANSACTIONS

Each investment transaction shall be competitively transacted with authorized broker/dealers. At least three broker/dealers shall be contacted for each transaction and their bid and offering prices shall be recorded.

If the City is offered a security for which there is no other readily available competitive offering, then the Director of Finance will document quotations for comparable or alternative securities.

10.0 SELECTION OF DEPOSITORIES

To be eligible for designation to provide depository and other banking services or for an institution's certificates of deposit to be eligible for purchase, a bank or savings bank must be a member of the Federal Deposit Insurance Corporation and shall qualify as a depository of public funds in the State of California as defined in California Government Code Section 53630.

11.0 SAFEKEEPING AND CUSTODY

The Director of Finance shall select one or more banks to provide third party safekeeping and custodial services for the City, in accordance with the provisions of Section 53608 of the California Government Code. A Safekeeping Agreement approved by the City shall be executed with each custodian bank prior to utilizing that bank's safekeeping services. Custodian banks will be selected on the basis of their ability to provide services for the City's account and the competitive pricing of their safekeeping related services.

The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. Title to all securities shall be perfected in the name of the City. Sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investment securities, except Non-negotiable Certificates of Deposit, Money Market Funds, Mutual Funds, shares of beneficial interest issued by a joint powers authority, and LAIF, purchased by the City will be delivered by either book entry or physical delivery and will be held in third-party safekeeping by a City approved custodian bank, its correspondent bank or its Depository Trust Company (DTC) participant account.

All Fed wireable book entry securities owned by the City shall be held in the Federal Reserve System in a customer account for the custodian bank which will name the City as "customer."

All DTC eligible securities shall be held in the custodian bank's DTC participant account and the custodian bank shall provide evidence that the securities are held for the City as "customer."

All non-book entry (physical delivery) securities shall be held by the custodian bank or its correspondent bank and the custodian bank shall provide evidence that the securities are held by the bank for the City as "customer."

12.0 DIVERSIFICATION

The City will diversify its investments by security type and institution. With the exception of Government Obligations set forth in Section 8.1, Repurchase Agreements and LAIF, and notwithstanding the individual limitations set forth herein, no more than 50% of the City's total investment portfolio will be invested in a single security type or with a single financial institution.

13.0 MAXIMUM MATURITIES

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities. With the exception of reserve funds, the City will not invest in securities maturing more than five years from the date of trade settlement, unless the City Council has by resolution granted authority to make such an investment at least three months prior to the date of investment.

Reserve funds may be invested in securities exceeding five years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

14.0 PERFORMANCE STANDARDS

The investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account prevailing market conditions, risk constraints for eligible securities, and cash flow requirements. The performance of the City's investments shall be compared to the average yield on the U.S. Treasury security that most closely corresponds to the portfolio's weighted average effective maturity. When comparing the performance of the City's portfolio, its rate of return will be computed net of all fees and expenses.

15.0 REPORTING

The Director of Finance shall provide the City Council quarterly Investment Reports. The reports shall include the following on all invested monies:

1. Issuer name
2. Type of investment instrument
3. Purchase date
4. Maturity date
5. Weighted average maturity
6. Ending balances
7. Yield on cost
8. Weighted average yield
9. Benchmark suitable for weighted average maturity
10. Purchase Price
11. Market value
12. Percent of portfolio of each investment
13. Investments under the management of contracted parties
14. Statement of compliance with the investment policy
15. Statement of ability to meet obligations of next six months

16.0 INVESTMENT POLICY ADOPTION

This Investment Policy shall be adopted by resolution of the City Council. The policy will be reviewed by the City Council annually, and any modifications made thereto must be approved by the City Council.

GLOSSARY OF SELECTED TERMS

Benchmark

A passive index used to compare the performance, relative to risk and return, of an investor's portfolio.

Cash Flow

A comparison of cash receipts (revenues) to required payments (debt service, operating expenses, etc.).

Credit Risk

The chance that an issuer will be unable to make scheduled payments of interest and principal on an outstanding obligation. Another concern for investors is that the market's perception of a corporation's credit will cause the market value of a security to fall, even if default is not expected.

Credit Rating

Various alphabetical and numerical designations used by institutional investors, Wall Street underwriters, and commercial rating companies to give relative indications of bond and note creditworthiness. Standard & Poor's and Fitch Ratings use the same system, starting with their highest rating, of AAA, AA, A, BBB, BB, B, CCC, CC, C, and D for default. Moody's Investors Service uses Aaa, Aa, A, Baa, Ba, B, Caa, Ca, C, and D. Each of the services use pluses (+), minuses (-), or numerical modifiers to indicate steps within each category. The top four letter categories are considered investment grade ratings.

Duration

A measure of the timing of cash flows to be received from a security that provides the foundation for a measure of the interest rate sensitivity of a bond. Duration is an elasticity measure and represents the percentage change in price divided by the percentage change in interest rates. A high duration measure indicates that for a given level of movement in interest rates, prices of securities will vary considerably.

Fiduciary

An individual who holds something in trust for another and bears liability for its safekeeping.

Investment Oversight Committee

A committee of three to eleven members formed under *Government Code Section 27131* to monitor and review a county's investment policy by causing an annual audit and discussing its finding at an open meeting. Although cities and other local agencies are not required to compose an investment oversight committee, the State Legislature has declared that all local agencies "should participate in reviewing the policies that guide the investment of those funds."

Liquidity

The ease with which an investment may be converted to cash, either by selling it in the secondary market or by demanding its repurchase pursuant to a put or other prearranged agreement with the issuer or another party.

Liquidity Risk

The chance that a security, sold prior to maturity, will be sold at a loss of value. For a local agency, the liquidity risk of an individual investment may not be as critical as how the overall liquidity of the portfolio allows the agency to meet its cash needs.

Market Risk

The chance that the value of a security will decline as interest rates rise. In general, as interest rates fall, prices of fixed income securities rise. Similarly, as interest rates rise, prices fall. Market risk also is referred to as systematic risk or risk that affects all securities within an asset class similarly.

Maturity

The stated date on which all or a stated portion of the principal amount of a security becomes due and payable.

Net Present Value

An amount that equates future cash flows with their value in present terms.

Par Amount or Par Value

The principal amount of a note or bond which must be paid at maturity. Par, also referred to as the “face amount” of a security, is the principal value stated on the face of the security. A par bond is one sold at a price of 100 percent of its principal amount.

Pooled Investment

A market institution authorized under various sections of state law that represents the combined deposits of more than one local agency and pays returns based upon each local agency’s share of investment in the pool.

Portfolio

The combined holdings of all investment assets held by an investor.

Principal Amount

The face amount or par amount of a bond or issue of bonds payable on stated dates of maturity.

Put

The ability of a holder of an investment security to sell at a specified time and for a specified price the security back to the issuer or prior holder.

Return

The principal plus interest on an investment or portfolio of investments. In certain unfavorable market environments or due to risk factors, income derived from principal and interest may be less than the original amount invested.

Risk

The uncertainty of maintaining the principal or interest associated with an investment due to a variety of factors.

Yield

For the purposes of this publication, return and yield are synonymous.

GLOSSARY OF INVESTMENT INSTRUMENTS

Asset-Backed Securities

Securities that are supported by pools of assets, such as installment loans or leases, or by pools of revolving lines of credits. Asset-backed securities are structured as trusts in order to perfect a security interest in the underlying assets.

Bank Note

A senior, unsecured, direct obligation of a bank or U. S. branch of a foreign bank.

Banker's Acceptance

Normally, a short-term bill of exchange that is accepted as payment by banks engaged in financing trade of physical assets or merchandise.

Bond

A debt obligation of a firm or public entity. A bond represents the agreement to repay the debt in principal and, typically, in interest on the principal.

Callable Security

An investment security that contains an option allowing the issuer to retire the security prior to its final maturity date.

Certificate of Deposit

A short-term, secured deposit in a financial institution that usually returns principal and interest to the lender at the end of the loan period. Certificates of Deposit (CDs) differ in terms of collateralization and marketability. Those appropriate to public agency investing include:

Negotiable Certificates of Deposit – Generally, short term debt instruments that usually pay interest and are issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. The majority of negotiable CDs mature within six months while the average maturity is two weeks. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor).

Non-Negotiable Certificates of Deposit – CDs that carry a penalty if redeemed prior to maturity. A secondary market does exist for these non-negotiable CDs, but include a transaction cost that reduces returns to the investor. Non-negotiable CDs issued by banks and savings and loans are insured by the Federal Deposit Insurance Corporation up to the amount of \$250,000, including principal and interest. Amounts deposited above this amount may be secured with other forms of collateral through an agreement between the investor and the issuer. Collateral may include other securities including Treasuries or agency securities such as those issued by the Federal National Mortgage Association.

Commercial Paper

A short-term, unsecured promissory note issued by a large corporation.

Corporate Notes and Bonds

Debt instruments, typically unsecured, issued by corporations, with original maturities in most cases greater than one year and less than ten years.

Federal Agency and Instrumentality Obligations

Obligations issued by a government-sponsored entity or a federally regulated institution.

Mortgage Pass-Through Obligations

Securities that are created when residential mortgages (or other mortgages) are pooled together and undivided interests or participations in the stream of revenues associated with the mortgages are sold.

Municipal Notes, Bonds, and Other Obligations

Obligations issued by state and local governments to finance capital and operating expenses.

Notes

Debt obligations of a firm or public entity, usually maturing in less than ten years.

Repurchase Agreements

From the perspective of a local agency, the short term, often overnight, purchase of securities with an agreement to resell the securities at an agreed upon price.

Reverse Repurchase Agreements

Differs from a repurchase agreement in the sense that a reverse repurchase agreement is an agreement to sell securities in return for cash with an agreement to repurchase the securities at an agreed upon price.

State and Local Investment Pools

The combined deposits of state and local agencies organized and operated by a state treasurer or a local official. These pools operate much like a mutual fund, with local agencies investing money together in order to increase efficiency and reduce costs.

State Noted, Bonds, and Warrants

Obligations of the State of California or another state government with different maturity lengths.

Zero-Interest Bond

A bond on which interest is not payable until maturity (or earlier redemption), but compounds periodically to accumulate to a stated maturity amount. Zero-interest bonds are typically issued at a discount and repaid at par upon maturity.

Excerpted from Understanding Public Investment Reporting - A Handbook For Local Elected Officials, California Debt and Investment Advisory Commission, 2003.



September 30, 2021

Memorandum

To: Cari James, Finance Director
Thomas Hedegard, Deputy Finance Director
City of Lathrop

From: Monique Spyke, Managing Director
Allison Kaune, Senior Analyst
PFM Asset Management LLC

Re: Investment Policy Review 2021

We reviewed the City of Lathrop's (the "City") Investment Policy (the "Policy"), as part of the City's annual review process. As written, the Policy is comprehensive, is consistent with the City's objectives and risk tolerances, and is in compliance with the California Government Code (the "Code") sections that govern the investment of public funds. Consequently, we are not recommending any changes to the Policy at this time.

Please let us know if you have any questions. Thank you.

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ITEM: **OUT-OF-STATE TRAVEL APPROVAL FOR THE ECONOMIC DEVELOPMENT ADMINISTRATOR TO PARTICIPATE IN THE ICSC CONFERENCE IN DECEMBER 2021**

RECOMMENDATION: Adopt a Resolution Authorizing Out-of-State Travel for the Economic Development Administrator to Attend and Represent the City of Lathrop at the International Council of Shopping Centers (ICSC) 2021 Conference in Las Vegas, Nevada from December 5, 2021 to December 7, 2021

SUMMARY:

In an effort to market the City of Lathrop to new job generating businesses and retail establishments that complement the needs and desires of its residents, the Economic Development Administrator requests approval to travel out-of-state to attend the annual International Council of Shopping Centers (ICSC) conference. ICSC 2021 is focused on the attraction of retail establishments and shopping center developers.

BACKGROUND:

On January 14, 2019, the City Council approved funding for a full-time Economic Development Administrator position to carry out economic development activities, including marketing the City for attraction of commercial businesses, retail businesses, services and other vital outlets for the success of our community.

On January 13, 2020, City Council approved Resolution No. 20-4667 authorizing out-of-state travel and participation at the ISCS 2020 event by the Economic Development Administrator. However, the conference was canceled due to the outbreak of COVID-19.

Attending conferences such as ICSC provides access to key decision makers, site selection consultants, developers, company representatives, and retailers, while providing an opportunity to showcase the City of Lathrop as a potential location for new business.

ICSC is an annual international event held in Las Vegas, Nevada. Staff will arrange meetings prior to the conference with shopping center developers, real estate brokers, and retailers for the purpose of showcasing site opportunities in Lathrop.

Expenses for this out-of-state conference request include registration, airfare, transportation, hotel, food, and participation in the Team California exhibit booth less a cancellation credit offset received from various pre-paid reservations for the

CITY MANAGER'S REPORT **PAGE 2**
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
OUT-OF-STATE TRAVEL FOR ECONOMIC DEVELOPMENT ADMINISTRATOR

ICSC 2020 event. ATTACHMENT "B" includes additional ICSC 2021 Conference and Team California Exhibit Booth Information.

REASON FOR RECOMMENDATION:

Staff requests the City Council adopt the proposed resolution authorizing Out-of-State Travel for the Economic Development Administrator to participate in the ICSC 2021 conference to be held in Las Vegas Nevada from December 5 through December 7, 2021 for purposes of marketing, outreach, and business attraction.

FISCAL IMPACT:

The total cost for the ICSC conference is estimated to be \$2,850. All expenses relating to this conference are within the City Manager Department's Economic Development Division FY 2021-2022 budget as approved by City Council.

ATTACHMENTS:

- A. A Resolution of the City Council of the City of Lathrop to Authorize Out-of-State Travel for the Economic Development Administrator to Attend and Represent the City of Lathrop at the International Council of Shopping Centers 2021 Conference in Las Vegas, Nevada from December 5, 2021 to December 7, 2021
- B. ICSC 2021 Conference and Team California Exhibit Booth Information


CITY MANAGER'S REPORT
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
OUT-OF-STATE TRAVEL FOR ECONOMIC DEVELOPMENT ADMINISTRATOR

APPROVALS:



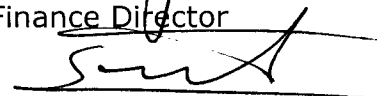
Shelley Burcham
Economic Development Administrator

9-21-2021
Date




Cari James
Finance Director

9/22/2021
Date



Salvador Navarrete
City Attorney

9-16-2021
Date



Stephen J. Salvatore
City Manager

9-27-21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AUTHORIZE OUT-OF-STATE TRAVEL FOR THE ECONOMIC DEVELOPMENT ADMINISTRATOR TO ATTEND AND REPRESENT THE CITY OF LATHROP AT THE INTERNATIONAL COUNCIL OF SHOPPING CENTERS (ICSC) 2021 CONFERENCE IN LAS VEGAS, NEVADA FROM DECEMBER 5, 2021 TO DECEMBER 7, 2021

WHEREAS, City Council approved funding for a full-time Economic Development Administrator position to carry out economic development activities on behalf of the City; and

WHEREAS, staff has identified targeted industry opportunities to market the City for the attraction of businesses and retail establishments; and

WHEREAS, funding identified for marketing event has been considered and approved within the FY 2021-2022 budget.

THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, authorizes out-of-state travel for the Economic Development Administrator to attend and represent the City of Lathrop at the International Council of Shopping Centers 2021 Conference in Las Vegas, Nevada from December 5, 2021 to December 7, 2021.

PASSED AND ADOPTED by the City Council of the City of Lathrop at a regular meeting on the 11th day of October, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:


ABSENT:

SONNY DHALIWAL, MAYOR

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

**ICSC - Here, We Go.
2021**

December 5-7, 2021

Las Vegas Convention Center
Nevada United States



HERE, WE GO. 2021

Get back on track at ICSC – Here, We Go. 2021, our biggest live event this year.

At Here, We Go. 2021 you will experience:

- Networking with dealmakers, changemakers and innovators
- Gatherings and meetups with like-minded professionals
- Interactive content from across the Marketplaces Industry

Schedule of Events

Sunday, December 5

By Invitation Only Events

Monday, December 6

9:00 am – 5:00 pm • Exhibit Hall Open
5:30 pm – 7:30 pm • Opening Reception

Tuesday, December 7

9:00 am – 3:00 pm • Exhibit Hall Open

Registration Fees

- Member | **\$395**
- Non-member | **\$795**
- Retailer Member | **\$0**
- Public Sector/Student | **\$50**

Shelley Burcham

From: Robin Reimold - TeamCalifornia <robin@teamca.org>
Sent: Thursday, September 16, 2021 8:15 AM
To: Shelley Burcham
Subject: Join TeamCalifornia at ICSC - Here, We Go! This December



**ICSC - Here, We Go. 2021 Deal Making
December 5 - 7, 2021 | Las Vegas, NV**

**TeamCalifornia Invites You
To Participate In The California Exhibit!**

Let your presence be known and get back on track with ICSC at their biggest live event this year!

With safety precautions and CDC health guidelines in place, ICSC will be delivering all the networking and content you've come to expect from the organization.



- Meet with Prospects in Private Meeting Space
- Display your Marketing Materials and Giveaways
- Exhibit with TeamCalifornia for a Fraction of the Cost of Going it Alone!

Members: \$2,000

Nonmembers: \$4,500

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**CITY MANAGER'S REPORT
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING**

ITEM: CHRISTMAS PARADE TEMPORARY STREET CLOSURE

RECOMMENDATION: Adopt Resolution Approving Temporary Street Closures for the Lathrop Christmas Parade on December 11, 2021

SUMMARY:

On December 11, 2021, the City of Lathrop will host the annual Christmas Parade. The parade will begin at 11:00 a.m. at the corner of Fifth and J Street and travel south and turn west on Thomsen Road; follow Thomsen Road to Cambridge Drive; turn north onto Cambridge and follow Cambridge to J Street; turn east onto J Street and conclude at the corner of Fifth and J Street. Staff has coordinated the route and the temporary street closures with Public Works, Community Development, Lathrop Police Services and the Lathrop Manteca Fire District to ensure the safety of this event. Since the parade will utilize the entire street at these locations, staff is requesting Council approval of the proposed temporary street closures.

BACKGROUND:

On December 11, 2021, the Parks and Recreation Staff will be hosting the annual Christmas Parade. This year's theme is "Gingerbread Christmas". More than 50 entries are anticipated.

The parade will begin at 11:00 a.m. at Fifth & J Street; continue south on Fifth Street and turn west on Thomsen Road; continue on Thomsen Road and turn north on Cambridge Drive; continue on Cambridge and turn east on J Street; parade will continue on J Street and conclude at the corner of J and Fifth Street. The Judges Review Stand will be located along J Street. Staging of the parade entries will be located on J Street between 6th Street and Revere Lane as well as Sixth Street between J and K Streets.

Staff will coordinate the temporary street closures with Public Works, Community Development, Lathrop Police Services and the Fire Department. Forty-eight hours prior to the parade, the barricades will be set on the side of the road to alert the community about areas of "No Parking" and "Street Closure". On the day of the parade, additional barricades are set with advanced warning signs: "Road Closed Ahead" and "Detour Ahead". Approximately ½ hour prior to the beginning of the parade, the actual "Road Closure" signs are set in place, volunteers with the Parks and Recreation staff help at all intersections for traffic flow. At the conclusion of the parade, barricades are collected.

**CITY MANAGER'S REPORT
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
CHRISTMAS PARADE TEMPORARY STREET CLOSURE**

PAGE 2

The Lathrop-Manteca Fire District (LMFD) will provide Santa Claus a ride in a unit that is temporarily placed out of service. LMFD in-service vehicles will also participate at the end of the parade allowing quick response to calls if necessary.

The Community Development Department has found the Parade to be exempt from the provisions of CEQA under Title 14 California Code of Regulations, Chapter 3, Article 19, Section 15304(e) (Minor Alterations to Land).

To ensure the safety of the parade, and all spectators and participants, staff is requesting temporary closures of the following streets:

- **J Street** – From Cambridge Drive and 5th Street
- **5th Street** - From J Street to Thomsen Road
- **Thomsen Road** - From 5th Street to Cambridge Drive
- **Cambridge Road** – From Thomsen to J Street

This temporary closure will take place on Saturday, December 11, 2021 from approximately 10:00 am to 12:30 pm for the purpose of presenting the annual Christmas Parade.

REASON FOR RECOMMENDATION:

The adoption of this resolution will approve the temporary street closures to allow staff to facilitate the 2021 Christmas Parade.

FISCAL IMPACT:


Expenses are offset by revenue from donations and entry fees. No other anticipated costs, other than staff time to prepare this report.

ATTACHMENTS:

- A. Resolution Approving Temporary Street Closure
- B. Parade Route Map

**CITY MANAGER'S REPORT
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
CHRISTMAS PARADE TEMPORARY STREET CLOSURE**

APPROVALS:



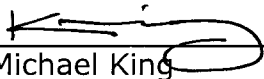
Zachary Jones
Director of Parks, Recreation and Maintenance Services

9.27.2021
Date



Mark Meissner
Director of Community Development

9-29-2021
Date



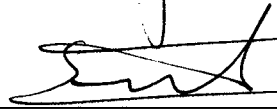
Michael King
Director of Public Works

9-30-2021
Date



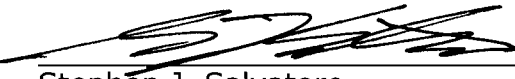
Cari James
Director of Finance and Administrative Services

10/4/2021
Date



Salvador Navarrete
City Attorney

9.29.2021
Date



Stephen J. Salvatore
City Manager

10.5.21
Date

RESOLUTION NO. 21-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING TEMPORARY STREET CLOSURES FOR THE 2021 CHRISTMAS
PARADE ON DECEMBER 11, 2021**

WHEREAS, on October 11, 2021 City Staff requested City Council approval for temporary street closures for the Christmas Parade on December 11, 2021; and

WHEREAS, the streets recommended for temporary closure for the Christmas parade route are:

- **J Street** – From Cambridge Drive and 5th Street
- **5th Street** - From J Street to Thomsen Road
- **Thomsen Road** - From 5th Street to Cambridge Drive
- **Cambridge Road** – From Thomsen to J Street

WHEREAS, these street closures will be in affect from approximately 10:00 a.m. to 12:30 p.m. on Saturday, December 11, 2021 for purpose of presenting the annual Christmas Parade; and

WHEREAS, the City of Lathrop’s Public Works Department has agreed to set barricades on the side of the road to alert the community about areas of closure 48 hours in advance of the parade; and

WHEREAS, advanced temporary signage will be placed on the streets identifying the temporary closure from approximately 10:00a.m. to 12:30p.m. on December 11, 2021; and

WHEREAS, local volunteers will be utilized to help at intersections for traffic flow during the temporary street closure and the Fire Department has been coordinated with for the parade route; and

WHEREAS, the parade is exempt from the provisions of CEQA pursuant to Title 14 California Code of Regulations, Chapter 3, Article 19, Section 15304 (e) (Minor Alterations to Land).

NOW, THEREFORE, BE IT RESOLVED that pursuant to Vehicle Code Section 21101, subdivision (e), the City Council of the City of Lathrop does hereby approve temporary closure of:

- **J Street** – From Cambridge Drive and 5th Street
- **5th Street** - From J Street to Thomsen Road
- **Thomsen Road** - From 5th Street to Cambridge Drive
- **Cambridge Road** – From Thomsen to J Street

This temporary closure is authorized to take place on Saturday, December 11, 2021 from approximately 10:00 am to 12:30 pm for the purpose of presenting the annual Christmas Parade.

PASSED AND ADOPTED this 11th day of October 2021, by the following vote:

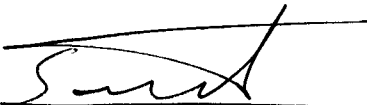
- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Sonny Dhaliwal, Mayor

APPROVED AS TO FORM:

ATTEST:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

2021 Christmas Parade Proposed Route



ITEM 4.8

CITY MANAGER'S REPORT OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE HEAVY EQUIPMENT PURCHASES FOR THE PARKS, RECREATION AND MAINTENANCE SERVICES DEPARTMENT**

RECOMMENDATION: **Adopt a Resolution Approving the Purchase of Seventeen (17) Units of Heavy Equipment for the Parks, Recreation and Maintenance Services Department**

SUMMARY:

The City is currently in need of replacing old equipment and securing new equipment to better meet the needs of the day-to-day operations of the City as well as to be better able to respond to emergencies that may arise.

Staff has researched multiple companies and received multiple quotes for each unit of equipment. The equipment listed below would best meet the needs of the Maintenance Services Division. Staff requests Council approve the purchase of the equipment listed under the Recommendation section below totaling \$303,286.

BACKGROUND:

As the City continues to grow rapidly, the City's needs continue to grow as well. The City must obtain and maintain the appropriate equipment and tools to allow City employees to perform required tasks. The City must also be able to replace equipment that is at the end of its lifespan.

In accordance with LMC 2.36 regarding purchasing, staff has researched multiple companies and received three (3) quotes for each piece of equipment and has chosen to recommend Council approves the purchases based on the lowest price quotes. The pricing associated with the purchase Chevrolet 3500 Spray Rig was provided by American Chevrolet through the Government Pricing Contract and was the lowest of the quotes received. Staff has determined that the equipment below would best meet the needs of the City and has the best return on the City's investment by having equipment in stock as opposed to renting the equipment or using outside contractors.

RECOMMENDATION:

Purchase of the following:

- Two (2) 3000 Watt Portable Generators \$ 3,298
- One (1) 5000 Watt Portable Generator \$ 2,299
- One (1) Tow-behind Aerator \$ 9,614
- One (1) Anchor Core Drill with Motor \$ 3,159
- One (1) Tow-behind Compressor Trailer \$ 22,950

CITY MANAGER’S REPORT **PAGE 2**
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
APPROVE HEAVY EQUIPMENT PURCHASES FOR THE PARKS, RECREATION
AND MAINTENANCE SERVICES DEPARTMENT

• One (1) Concrete Walk Behind Saw	\$ 2,715
• One (1) Single Disc Grinder	\$ 5,070
• One (1) Edge Grinder	\$ 3,293
• One (1) Emergency Response Equipment	\$ 16,251
• One (1) Pole Saw	\$ 550
• One (1) Pressure Washer w/ Turbo Nozzle	\$ 686
• One (1) Seed Spreader	\$ 15,861
• One (1) Chevrolet 3500 Spray Rig	\$128,036
• One (1) Vacuum Excavator	\$ 62,938
• One (1) Water Pump w/ Hoses	\$ 1,524
	Tax \$ 25,042
	Total \$303,286

FISCAL IMPACT:

Sufficient funds have been included in the fiscal year 2021-22 adopted budget and will be paid from funds allocated in the Parks & Landscape Maintenance Division, Water Division, MWQCF Collection System Division and the CTF-MBR Sewer Division.

ATTACHMENTS:

- A. A Resolution of the City Council of the City of Lathrop Approving the Purchase of Seventeen (17) Units of Heavy Equipment for Parks, Recreation and Maintenance Services
- B. Quote – (2) 3000 Watt Portable Generator
- C. Quote – 5000 Watt Portable Generator
- D. Quote – Tow-behind Aerator
- E. Quote – Anchor Core Drill with Motor
- F. Quote – Tow-behind Compressor Trailer
- G. Quote – Concrete Walk Behind Saw
- H. Quote – Single Disc Grinder
- I. Quote – Edge Grinder
- J. Quote – Emergency Response Equipment
- K. Quote – Pole Saw
- L. Quote – Pressure Washer w/ Turbo Nozzle
- M. Quote – Seed Spreader
- N. Quote – Chevrolet 3500 Spray Rig
- O. Quote – Vacuum Excavator
- P. Quote - Water Pump w/ Hoses

CITY MANAGER'S REPORT
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
APPROVE HEAVY EQUIPMENT PURCHASES FOR THE PARKS, RECREATION
AND MAINTENANCE SERVICES DEPARTMENT

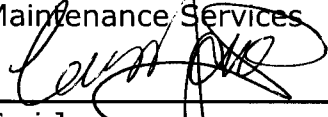
APPROVALS:



Zachary Jones
Director of Parks, Recreation and
Maintenance Services

10.5.2021

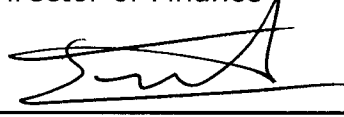
Date



Cari James
Director of Finance

10/6/2021

Date



Salvador Navarrete
City Attorney

10.6.2021

Date



Stephen J. Salvatore
City Manager

10.6.21

Date

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE PURCHASE OF SEVENTEEN (17) UNITS OF HEAVY EQUIPMENT FOR PARKS, RECREATION AND MAINTENANCE SERVICES**

WHEREAS, the City operates and maintains an inventory of heavy equipment for the purpose of inspecting, maintaining and repairing City facilities and infrastructure; and

WHEREAS, seventeen (17) new units of heavy equipment are needed to replace existing equipment at the end of their service life and to obtain new equipment to increase productivity and better serve the City; and

WHEREAS, in accordance with LMC 2.36 regarding purchasing, staff has researched multiple companies and received three (3) quotes for each piece of equipment and has chosen the lowest price quotes; and

WHEREAS, the pricing associated with the purchase Chevrolet 3500 Spray Rig was provided by American Chevrolet through the Government Pricing Contract and was the lowest of the quotes received; and

WHEREAS, staff is requesting Council approval to place an order for the following equipment:

Purchase of the following:

• Two (2) 3000 Watt Portable Generators	\$	3,298
• One (1) 5000 Watt Portable Generator	\$	2,299
• One (1) Tow-behind Aerator	\$	9,614
• One (1) Anchor Core Drill with Motor	\$	3,159
• One (1) Tow-behind Compressor Trailer	\$	22,950
• One (1) Concrete Walk Behind Saw	\$	2,715
• One (1) Single Disc Grinder	\$	5,070
• One (1) Edge Grinder	\$	3,293
• One (1) Emergency Response Equipment	\$	16,251
• One (1) Pole Saw	\$	550
• One (1) Pressure Washer w/ Turbo Nozzle	\$	686
• One (1) Seed Spreader	\$	15,861
• One (1) Chevrolet 3500 for Spray Rig	\$	128,036
• One (1) Vacuum Excavator	\$	62,938
• One (1) Water Pump w/ Hoses	\$	1,524
	Tax	\$ 25,042
	Total	\$ 303,286

WHEREAS, sufficient funds have been included in the fiscal year 2021-22 adopted budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby approve the purchase of seventeen (17) units of heavy equipment from multiple companies for a total amount of \$303,286.

The foregoing resolution was passed and adopted this 11th day of October, 2021, 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

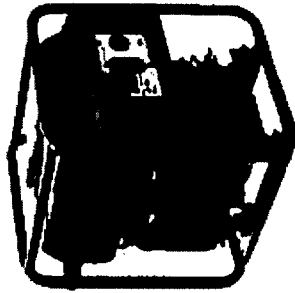


Salvador Navarrete, City Attorney

Honda Power Equipment EB3000c

\$1,649.00

HONDA



Honda Power Equipment EB3000c

Request Info

Quote by Phone

Make Offer

Request Brochure

Get Pre-Qualified

Value Your Trade

Apply for Financing

Insurance Quote

Description

Key Features

- 3000 watts, 120V
- Lightweight only 71 lbs
- Honda commercial OHV engine
- Exclusive CycloConverter technology
- Full GFCI protection
- OSHA worksite compliant - meets job site emission and safety requirements

Features

- Rated #1 by construction and industrial users, year after year. An independent survey of construction and industrial users has consistently rated Honda the #1 generator Why? Our legendary reputation for performance, durability, and reliability
- More power, less weight At only 71 lbs, the EB3000c is Honda's lightest industrial generator Honda's exclusive CycloConverter technology allows you to get more power with less weight
- Exclusive CycloConverter Technology Consistent power output CycloConverter technology uses a special CPU to create stable, high quality power with less weight, compared to a traditional generator
- Easy starting Honda commercial OHV engine Legendary Honda commercial-grade OHV engines are reliable, easy-to-start and incredibly

#1 Home Improvement Retailer

ATTACHMENT C



You're shopping ManteCA

OPEN until 10 pm

Delivering to 95336

Search



Cart | 0 items

Home / Outdoors / Outdoor Power Equipment / Generators / Portable Generators

Internet #206055770 Model #EB5000XK3 Store SKU #1001408180

Customers Who Viewed This Also Viewed

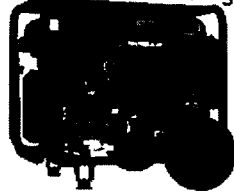
Exclusive



DEWALT 8,000-Watt Gasoline Powered Electric (368)

\$1169.00

Best Seller



Westinghouse WGen9500DF 12,500/9,500-Watt (5908)

\$999.00

HX SERIES



DUAL FUEL Duromax 13000/10500-Watt Dual Fuel Electric (180)

\$1799.00



Honda 1000-Watt Super Quiet Gasoline Powered (88)

\$899.00

Top Rated



DUROMAX 13000/10500-Watt Push Start

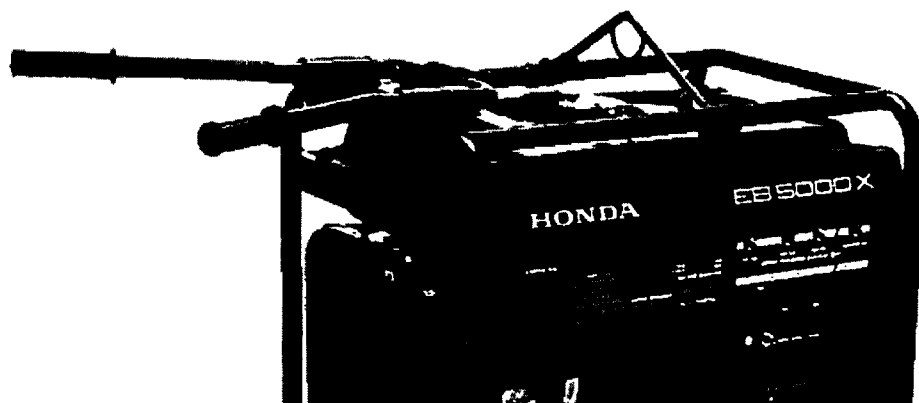
\$1599.00

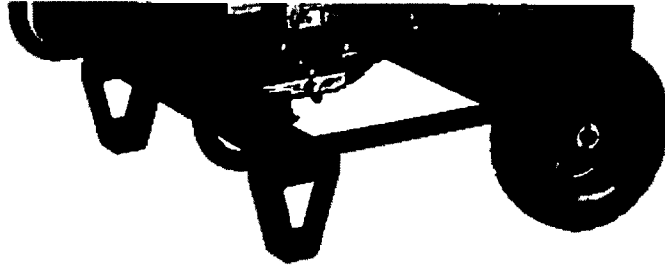


Honda

Industrial 5000-Watt Gasoline Powered Portable Generator with GFCI Protection and iGX OHV Commercial Engine

(1) Questions & Answers (5)





Hover Image to Zoom

\$2299⁰⁰



\$384.00 /mo* suggested payments with 6 months* financing Apply Now



How To Get it

This item is unavailable at ManteCA
Check Nearby Stores

Delivery is unavailable for this product

Product Overview

The EB5000 is the ultimate in portable, commercial-grade jobsite generators. Its heavy-duty construction is made to withstand the rigors of the industrial jobsite. It comes standard with a wheel kit, easy fold handles and a hanger kit with lifting eye. With a large 6.2 Gal. fuel tank, and a Honda iGX commercial engine with Oil Alert, you can be confident that this Honda generator will be ready to get the job done, anytime that you are.

Info & Guides

You will need Adobe® Acrobat® Reader to view PDF documents. Download a free copy from the Adobe Web site.

Sponsored Products

HX SERIES



DUAL FUEL

Duromax
13000/10500-Watt
Dual Fuel Electric

(180)

\$1799⁰⁰

Add To Cart



DUROMAX
13000/10500-Watt
Push Start Heavy-

~~\$2829~~
\$1599⁰⁰

Add To Cart

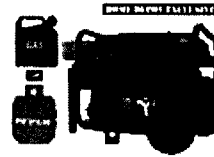


Pulsar 12,000-
Watt/9,500-Watt
Dual Fuel Portable

(605)

\$884⁷⁷

Add To Cart



Pulsar
6,580/5,500-Watt
Dual Fuel

(605)

\$599⁰⁰

Add To Cart

HX SERIES



DUAL FUEL

Duromax
12000/9500-Watt
Dual Fuel Electric

(181)

\$1599⁰⁰

Add To Cart

Live Chat

Feedback

Specifications

Dimensions

Product Height (in.)	30.4
Product Length (in.)	41.1
Product Width (in.)	27.8

Details

Application	Job Site
CA (CARB) Compliant	CARB Compliant
CO Shutoff Capable	Yes
Color Family	Red
Engine Displacement (cc)	389
Engine Make	Honda Engine
Features	Auto Idle Control, Automatic Voltage Regulation, CO Shutoff, Fuel Gauge, GFCI Outlet(s), Low Oil Shutdown, Muffler, OSHA Required GFCI Outlets
Fuel Tank Capacity (gallons)	6.2
Full load fuel consumption (gallons/hour)	1.3
Half-Load Run Time	11.2
Horsepower (hp)	11.7
Included	Wheel Kit
Operational Volume (dB)	72
Outlet Type	120/240 Single Phase
Power/Fuel Type	Gas & Oil Mix
Product Weight (lb.)	212
Warranty / Certifications	30-Day
Certifications and Listings	ANSI Certified, CARB Compliant, EPA Approved, OSHA Compliant, UL Recognized Recoil Start
Manufacturer Warranty	3 year 5000

[Live Chat](#)
[Feedback](#)

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Exclusive



Best Seller



HX SERIES



Top Rated





Date: August 25, 2021

Quotation for City of Lathrop

Quote No:627280-00

Prepared For: Lilly Liu	Quote No: 627280-00
City of Lathrop	iQuote No: 84444
PO Box 473	Sales Person: Kevin Eppich
Lathrop, CA 95330	kevin.eppich@turfstar.com
	(916) 709-7122

Sourcewell contract # 031121-TTC.

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-686 Aerator	1	\$8,840.10	\$8,840.10	\$773.51	\$9,613.61
Totals:			\$8,840.10	\$773.51	\$9,613.61



Date: August 25, 2021

Quotation for City of Lathrop

Quote No:627280-00

Configuration Product Details
010-686 Aerator

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
44856	Aerator 686	1	\$8,363.94	\$8,363.94	\$731.85	\$9,095.79
108-9298	TINE-SPOON, OPEN 800	96	\$4.96	\$476.16	\$41.66	\$517.82
Totals:						\$9,613.61



Date: August 25, 2021

Quotation for City of Lathrop

Quote No:627280-00

Standard Terms and Conditions

Prices, including all finance options, are valid for 30 days from date of quotation. Open Account Terms are N30, subject to credit approval. Used and demo equipment is in high demand and availability is subject to change. Delivery is FOB Destination, unless otherwise stated

Office Locations

Northern California:

5646 W Barstow Ave Ste 104
Fresno, CA 93722
Fax: (559) 277-7123

2438 Radley Court
Hayward, CA 94545
Fax: (510) 785-3576

11373 Sunrise Gold Circle
Rancho Cordova, CA 95742
Fax: (800) 241-1997

Southern California:

79-253 Country Club Drive
Bermuda Dunes, CA 92203
Fax: (760) 345-4297

955 Beacon Street
Brea, CA 92821
Fax: (800) 775-8873

2110 La Mirada Ste 100
Vista, CA 92083
Fax: (760) 734-4285

Pacific Northwest:

11175 SW Elligsen Way
Sherwood, OR 97140
Ph: (503) 691-0250

5869 South 194th
Kent, WA 98032
Fax: (253) 872-6942

2824 East Garland
Spokane, WA 99207
Fax: (509) 483-7563



WARNING:

Cancer and Reproductive Harm-<http://www.P65Warnings.ca.gov>
For more information, please visit <http://www.ticoCAProp65.com>

CALIFORNIA SPARK ARRESTER WARNING

Operation of this equipment in the State of California may create sparks that can start fires around dry vegetation. A spark arrester may be required. The operator should contact local fire agencies for laws or regulations relating to fire prevention requirements.

TORO

Turf Aerator 686/687

TOW-BEHIND LARGE AREA AERATORS

FEATURES

- Productive 78" (198 cm) aeration swath
- Aerate up to 10 mph (16.1 km/h)
- Slicing and core aerating tines available
- 3-point (687) or tow type (686)

Productive Aeration. Simple Design.

The 686 and 687 Turf Aerators are an efficient and effective way to aerate large turf areas. Designed with 70 pound (31.75 kg) cast wheels and a unique floating head design, these aerators give excellent depth and ground following capabilities. For highly compacted or unusually uneven grounds, optional rear weights are available.



Toro Turf Aerator 686

Call your Toro distributor at 800-803-8676

TORO

Turf Aerators 686 & 687

The 686 and 687 Turf Aerators give excellent depth performance and follow ground contours, vertically and horizontally, like no other aerator available.



	TURF AERATOR 686, MODEL 44856	TURF AERATOR 687, MODEL 44867
CAST WHEELS	3 sets of 4, each set moves independently. 70 lbs. (32 kg), 13" (33 cm) diameter.	
AERATING SWATH	78" (198 cm)	78" (198 cm)
TINES	Choice of 1/2" (12.7 mm) or 3/4" (19 mm) open or closed lines. 4" (10 cm) and 6" (15 cm) slicing blades.	
PATTERN	6" (15 cm) forward. 3" (8 cm) lateral	
HITCH	Drop pin, low type with hydraulic cylinder for lift, hand pump standard.	3 pt., Category 1
OPERATING SPEED	1-10 mph (1.6-16.1 km/h)	1-10 mph (1.6-16.1 km/h)
LENGTH	78" (198 cm)	48" (122 cm)
WIDTH	90" (229 cm)	82" (208 cm)
HEIGHT	Approx. 40" (102 cm)	Approx. 40" (102 cm)
OPTIONS	Weights: 35 lbs. (16 kg) each, 2 maximum per coring head. Tractor Remote Kit, Model 68-608-3521. Note: Includes weights, but additional weights can be added.	Weights: 35 lbs. (16 kg) each, 2 maximum per coring head; set of 3. Note: Includes weights, but additional weights can be added.
SHIPPING WEIGHT	1,420 lbs. (644 kg)	1,300 lbs. (590 kg)
WARRANTY	Two-year limited warranty. Refer to the Operator's Manual for further details.	

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in design, required attachments and safety features. Consult your local Toro Distributor.





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Attachment E



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On Orders Over **\$175**

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Except Michigan Orders

[More Details \(/Pages/shipping\)](#)

Menu



[\(/account\)](#)

[\[1\] \(/cart\)](#)

YOUR CART

Product	Price	Quantity	Total
---------	-------	----------	-------

 <p>M5 Complete Anchor Core Drill Rig (/products/m5-complete-anchor-core-drill-rig?variant=15054760411185)</p> <p>Motor: CB744</p> <p>REMOVE (/CART/CHANGE?LINE=1&QUANTITY=0)</p>	\$3,159.00	<input type="text" value="1"/>	\$3,159.00
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EDIT

[REMOVE \(/CART/CHANGE?LINE=1&QUANTITY=0\)](/cart/change?line=1&quantity=0)

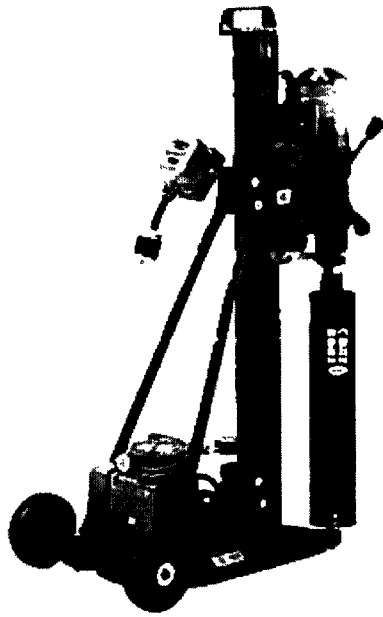
UPDATE

Email *

Add a note to your order

Subtotal \$3,159.00

Taxes and [shipping \(/policies/shipping-policy\)](/policies/shipping-policy) calculated at checkout



CAPITAL AIR TOOL, L.L.C.

1646 KATHLEEN AVE.
SACRAMENTO, CA 95815

P / F (916)925-5889

ESTIMATE

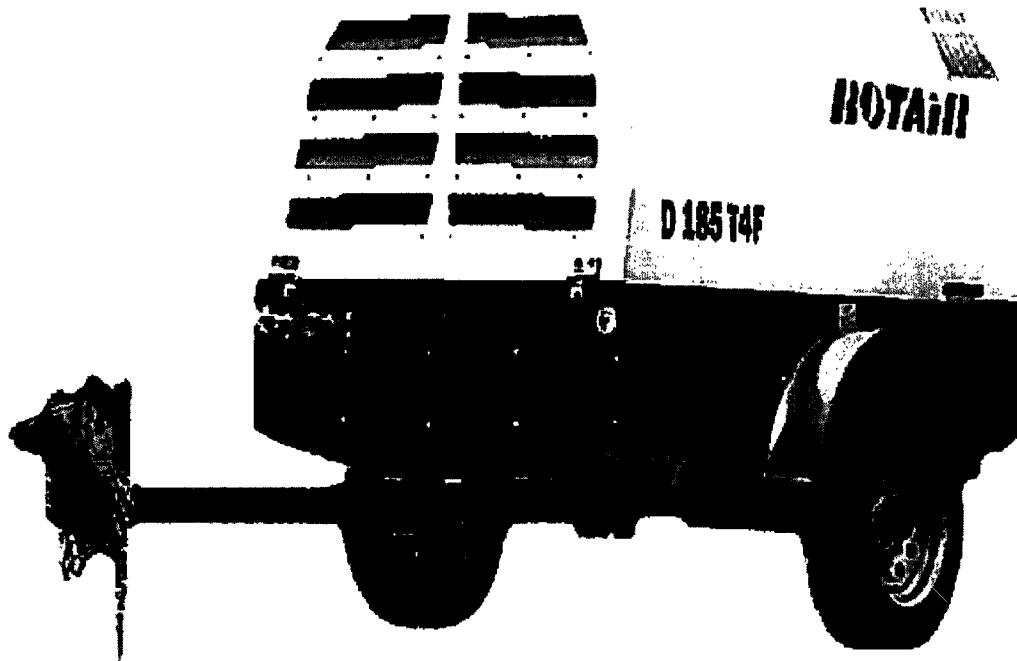
DATE	ESTIMATE NO.
7/7/2021	562

NAME / ADDRESS
City of Lathrop 2112 E. Louise Ave. Lathrop, CA 95330

Ship To
City of Lathrop 2112 E. Louise Ave. Lathrop, CA 95330

P.O. NO.	TERMS	SHIP VIA	REP	FOB
	Credit Card	Sac	HA	Will Call
ITEM	QTY	DESCRIPTION	COST	TOTAL
#D185T4F	1	Rotair D185T4F Towable Compressor. Kohler Diesel engine, 185cfm @ 100psi	19,500.00	19,500.00T
#50X34D	4	50' x 3/4", 250PSI supply hose w/Dixon Cpl.	78.85	315.40T
#F5048AA	1	Safety Air Blow Gun	198.50	198.50T
#8170022569	1	Chicago Pneumatic CPPG5.5, 5,500 Watt Generator	1,089.00	1,089.00T
		Sales Tax	8.75%	1,846.50
			TOTAL	522,949.40

Thank you for the opportunity to quote. Quote good for 30 days.



ATTACHMENT G

PRODUCT	SUBTOTAL
Water Tank Assembly (DS-18, DS-20, KL-18) × 1	\$205.39
High Performance Cured Concrete Blade × 1	\$174.60
SUBTOTAL	\$2,530.99
SHIPPING	<input checked="" type="radio"/> Free shipping
Orders using Next Day shipping must be received by 2pm EST for delivery the following business day.	<input type="radio"/> In-Person Pickup (Frederick, MD)
CA SALES TAX	\$183.50
TOTAL	\$2,714.49

Credit Card

VISA



Pay securely using your credit card.

Card Number *

.....

Expiration (MM/YY) *

MM / YY

Card Security Code *

CSC

Your personal data will be used to process your order, support your experience throughout this website, and for other purposes described in our

Orders with Next Day shipping must be submitted by 2pm EST for delivery on the following business day.

101 101 101 101 101



Shopping Cart

PayPal OR **PayPal CREDIT**

OR [PROCEED TO CHECKOUT](#)

Product Name	Unit Price	Quantity	Subtotal	
EDCO TG 10 10" 11HP Gas Honda Turbo Grinder 56600	\$1,592.25	1	\$1,592.25	
continue shopping		add new item		
			update shopping cart	
				clear fields

ESTIMATE SHIPPING AND TAX

Enter your destination to get a shipping estimate

DISCOUNT CODES

Enter your coupon code if you have one

Subtotal \$5,069.25
 Tax \$443.58

GRAND TOTAL \$5,512.81



PRODUCT
Horsepower: N/A
Volt:

SUBTOTAL \$3,292.24

SHIPPING

Orders using Next Day shipping must be received by 2pm EST for delivery the following business day.

- Free shipping
- In-Person Pickup (Frederick, MD)

CA SALES TAX \$238.69

TOTAL \$3,530.92



Pay securely using your credit card.

Card Number *

.....

Expiration (MM/YY) *

MM / YY

Card Security Code *

CSC

Your personal data will be used to process your order, support your experience throughout this website, and for other purposes described in our

Orders with Next Day shipping must be submitted by 2pm EST for delivery on the following business day.



Sierra Safety Company

215 Taylor Road
Newcastle, CA 95658
USA

Voice: 916-663-2026
Fax: 916-663-1858

QUOTATION

Quote Number: m2594
Quote Date: Sep 15, 2021
Page: 1

Quoted To:
CHECK SALES

Ship To:
ATTN: LILY

Sales Rep	Shipping Method	Good Thru	Payment Terms
FERREIRAM	WILL CALL	10/15/21	Prepaid

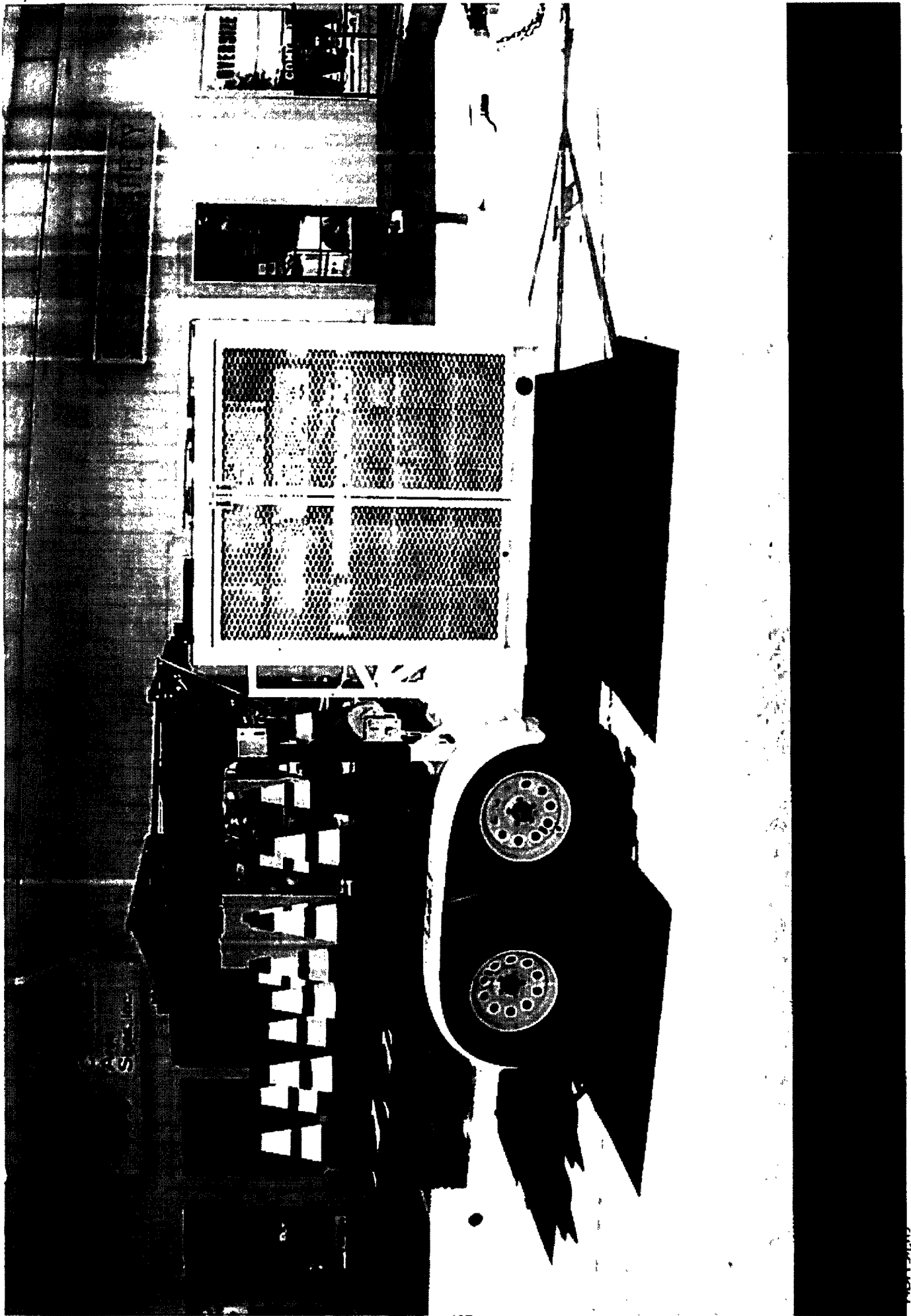
Quantity	Item	Description	Unit Price	Amount
1.00	RTMISCITEMSMF	CUSTOM BUILT 16' TRAILER, DUAL AXLES, BUILT TO CUSTOMER REQUEST TO HOLD 50 EA BARRICADE W/ LIGHTS, 50 PLAIN BARRICADE AND 100 EA CONES	16,250.00	16,250.00

PROP 65 ~ WARNING: Some products contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

RETURN POLICY:

All returns must be accompanied by a receipt and will be subject to a 20% restocking fee. Custom orders, non- Stock items and hard hat sales are final. Goods held over 15 days are considered non-refundable.

Subtotal	16,250.00
Sales Tax	1,178.13
Freight	
TOTAL	17,428.13



ATTACHMENT K

(.xd3-mobile-
nav)



Search...



(209) 825-0200 (tel +1(209) 825-0200)

852 N Main St | Manteca, CA 95336 (/locations)

ECHO PPT-2620H

\$549.99



ECHO PPT-2620H

Availability

Brochure

Manufacturer

ECHO

Model

PPT-2620H

Overview

Description

Increased power and greater cutting performance with an in-line handle.

Features

- 25.4 cc professional-grade two-stroke engine manufactured from magnesium
- Automatic, adjustable oiler to match cutting conditions
- Easy start-ability especially for re-starts in hot, dusty climates
- Large 20.6 fluid ounce fuel tank for extended run time between fill-ups
- Ribbed fiberglass outer shaft for rigidity and control
- Tool-less access for convenient in-field servicing
- Two-stage air filtration system dramatically increases cleaning capability and allows for longer maintenance intervals

Specifications

- Engine Displacement (cc): 25.4
- Length Extended (in): 146
- Engine Displacement (cu. in.): 1.55
- Optional Extension (ft): 4
- Carburetor: Rotary
- Bar Length (in): 12
- Starting System: Standard
- Dry Weight (lbs)1: 17
- Fuel Capacity (fl. oz.): 20.6
- Oil Capacity (fl. oz.): 6.6
- Length Collapsed (in): 107
- Warranty: 2 yr commercial / 5 yr consumer

NOTES:

1 Without bar and chain

Specs

▲ WARNING: Operating, servicing, and maintaining a passenger vehicle, an off-highway motor vehicle, or a recreational marine vessel can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle or vessel in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle or vessel.

For more information go to <https://www.p65warnings.ca.gov/products/passenger-vehicle>
(<https://www.p65warnings.ca.gov/products/passenger-vehicle>) and <https://www.p65warnings.ca.gov/products/marine> (<https://www.p65warnings.ca.gov/products/marine>).

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[Home \(/\)](#) | [New Models \(/new-models\)](#) | [Privacy Policy \(/privacypolicy\)](#) | [Terms and Conditions \(/termsandconditions\)](#) | [Accessibility \(/accessibility\)](#) | [Site Map \(/sitemap\)](#)

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Shopping Cart

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Secure Checkout

PayPal

Pay

Cart Total: \$685.42

SIMPSON Oscillating Turbo Nozzle, Up to 3,600 PSI, 80143 SKU: 1117910



Subtotal: \$44.99

Quantity: 1

Remove from cart Add to list

Contactless Curbside / Pickup in Store Ripon CA Delivery Zone Free Contactless Curbside / Pickup in Store Available for Pickup Today

Standard Delivery Delivery ZIP Code 95344 Change ZIP Code Ship within 24 hours.

Same Day Delivery Delivery ZIP Code 95344 Change ZIP Code Delivered as soon as today if order is placed by 2:00 p.m. You may also schedule your delivery day in checkout.

SIMPSON PowerShot 3600 PSI at 2.5 GPM HONDA GX200 with AAA Industrial Triplex Pump Cold Water Pro Gas Pressure Washer, 60905 SKU: 1390411



Sale: \$579.99 Was \$629.99 Save \$50.00

Quantity: 1

Remove from cart Add to list

Contactless Curbside / Pickup in Store Ripon CA Delivery Zone Free Contactless Curbside / Pickup in Store Available for Pickup Today

Standard Delivery Delivery ZIP Code 95344 Change ZIP Code This item will ship within 2 days.

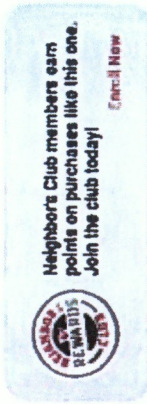
Same Day Delivery Delivery ZIP Code 95344 Change ZIP Code Delivered as soon as today if order is placed by 2:00 p.m. You may also schedule your delivery day in checkout.

Note: This product cannot be shipped to AK HI



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Promotions Applied:

Free Delivery Offer on Simpson Pressure Washers!

Tax Exemptions Create a TSC Account or Sign In

+ Promo Code & Rewards

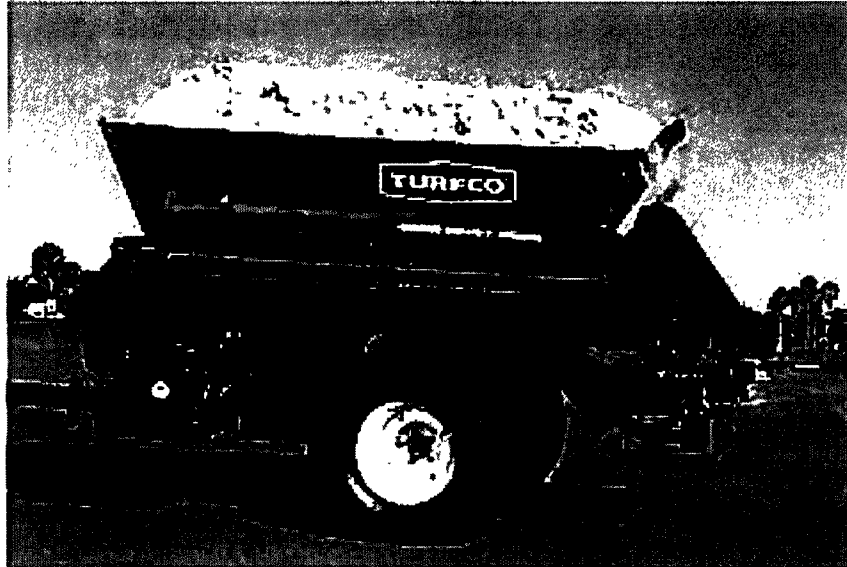
Order Summary

Subtotal (2 items)	\$624.98
Estimated Delivery	\$42.16
Delivery Discount	-\$30.19
Estimated Sales Tax	\$48.45
Total	\$685.42

Taxes, Delivery Fees, Discounts and Gift Cards will be applied during checkout.

Quote Id: 25108688

Prepared For:
CITY OF LATHROP



Prepared By: **Jeffrey Kerley**
Belcorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206
Tel: 209-944-5714
Mobile Phone: 209-482-1081
Fax: 209-942-4346
Email: jkerley@belkorpag.com

Date: 23 August 2021

Offer Expires: 22 September 2021

Confidential



Quote Summary

Prepared For:
CITY OF LATHROP
390 TOWNE CENTRE DR
LATHROP, CA 95330

Prepared By:
Jeffrey Kerley
Belcorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206
Phone: 209-944-5714
Mobile: 209-482-1081
jkerley@belkorpag.com

By signing this purchase order, buyer agrees to assume ownership and all associated risks when equipment is delivered, picked up, or invoiced, whichever comes first.

Quote Id: 25108688
Created On: 23 August 2021
Last Modified On: 23 August 2021
Expiration Date: 22 September 2021

Equipment Summary	Suggested List	Selling Price	Qty	Extended
Turfo 1550	\$ 17,456.00	\$ 15,853.57 X	1 =	\$ 15,853.57
Equipment Total				\$ 15,853.57

Quote Summary

Equipment Total	\$ 15,853.57
CA Tire Fee	\$ 7.00
Convenience CC Fee two and half percent	\$ 0.00
SubTotal	\$ 15,860.57
Sales Tax - (8.75%)	\$ 1,387.19
Est. Service Agreement Tax	\$ 0.00
Total	\$ 17,247.76
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 17,247.76

Salesperson : X _____

Accepted By : X _____



Quote Id: 25108688

Customer: CITY OF LATHROP

Turfo 1550		
Hours:	0	Suggested List
Stock Number:		\$ 17,456.00
Code	Description	Qty
85829CA	WideSpin 1550 Tow Behind Broadcast Top Dresser	1
Standard Options - Per Unit		
1000	13HP Briggs & Stratton, Electric Start	1
2000	Adjustable Spinners	1
3000	Standard Controls	1
Other Charges		
	Freight	1
	Setup	1

Specifications

	TOW-BEHIND	TRUCK-MOUNTED
Model	ENGINE POWERED 1550 Smart Control (#85028) 1550 Electronic Control (#85029) HYDRAULIC POWERED 1550 Smart Control (#85024) 1550 Electronic Control (#85025)	TORO, JOHN DEERE & JACOBSEN HYDRAULIC POWERED 1550 Smart Control (#85022) 1550 Electronic Control (#85023)
Engine	Engine Powered: 13 HP Briggs and Stratton Hydraulic Powered: n/a	n/a
Operator Control	Smart: 3-position switch, 4 programmable presets, onboard rate calculator, instantaneous belt and spinner speed control, instant throttle down control (Engine Powered) Electronic: Standard 3-position switch with manual control for spinner and belt speed	Smart: 3-position switch, 4 programmable presets, onboard rate calculator, instantaneous belt and spinner speed control Electronic: Standard 3-position switch with manual control for spinner and belt speed
Empty Weight	Engine Powered: 1,324 lbs (601 kg) Hydraulic Powered: 1,021 lbs (463 kg)	710 lbs without mounting kit (322 Kg)
Hopper Capacity	21 ft ³ (0.59 m ³) struck level, 25 ft ³ (0.71 m ³) heaped	
Hopper Size	80" x 36.5" (2.03 x 0.92 m) at the top	
Spreading Width	12' up to 40' (2.7 up to 12 m)	
Spread Application	0.45 ft ³ per 1,000 ft ³ up to 12 ft ³ per 1,000 ft ³ using patented WideSprin Technology	
Topdressing Speed	Up to 8 MPH (12.8 km/h)	
Transport Speed	Up to 8 MPH (12.8 km/h)	
Conveyor Belt	18" (0.46 m) wide pebble surface composition with heavy duty polyester cord	
Metering Gate	Manually operated with Light Spread/Heavy Spread Calibrations	
Drive	Engine Powered: Engine Powered Hydraulics Hydraulic Powered: Tow Vehicle Powered Hydraulics	Truck Powered Hydraulics
Wheels	4 Ply 26.5 x 14.00 x 12 Turf	n/a
Warranty	3 years	
Options	Trench Filling Attachment (#86150) Cross Conveyor Attachment (#86181)	Trench Filling Attachment (#86150) Cross Conveyor Attachment (#86181) Storage Stand (#86197)



Specifications subject to change without notice

[LANDSCAPE PROFESSIONALS](#)

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[SPORTS TURF](#)



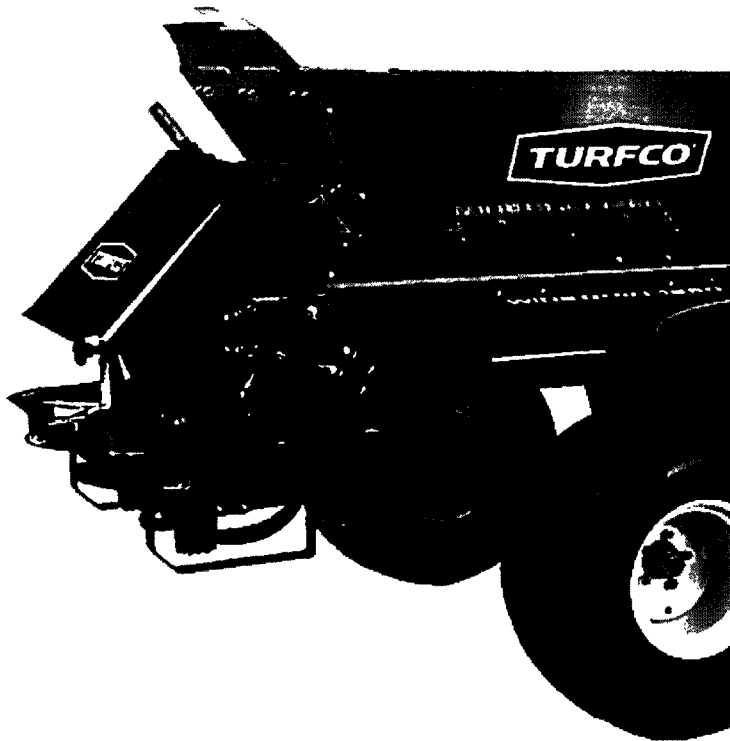
[Enter for a chance to WIN a Torrent 2 Debris Blower! Click for details.](#)



[← Continue Shopping](#)

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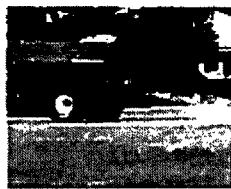
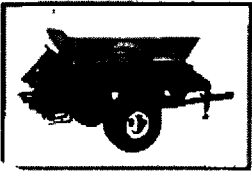
WIDESPIN 1550 BROADCAST TOPDRESSER

Tired of doing wheel-to-wheel spreads, overlapping spreads, dealing with complicated mechanical adjustments and wasting time checking in with your crew to verify spread settings? The Widespin 1550 solves these problems and more. Available in tow behind & truck mount options.

Testing

#1 in topdressing for a

[REQUEST A DEMO](#)



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VIDEO FEATURES SPECIFICATIONS

Turfco Widespin 1550 topdresser



GET A FREE CATALOG FIND YOUR DEALER

GET A FREE CATALOG FIND YOUR DEALER

FEATURES

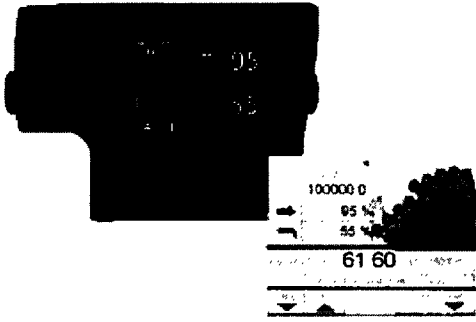
OVERVIEW

KEY FEATURES

Topdressing is key to helping your fields stay their best. Topdress to help level the field where minor variations are present, and to create a better growth environment for your turf and reduce thatch while improving conditions for safer play. From soil to sand, compost to crumb, wet or dry, our easy to operate, award winning topdressers always deliver a consistent spread.

Turfco's patented WideSpin™ technology takes topdressing control and precision to unprecedented levels—all while making operation even easier. Everything is easily adjustable for maximum control—belt speed, spinner speed, spinner angle and metering gate. And specially designed twin spinners provide a consistent spread, from super-light to heavy, and everything in between. The Widespin™ 1550 makes calculating and knowing your rates is easier. Adjusting settings is easier. Saving preferred settings is easier. Loading is easier. And getting the exact spread you want, every time, is easier.

- ✔ Patented controller gives you a wider range of rates to choose from and allows you to lock in your favorites using the controller's four presets.
- ✔ Hydraulic system and spinner design delivers a consistent, even spread. Go from a new, super-light application to heavy, and everything in between.
- ✔ Know your application rates, and determine how much material you need to budget — all for the first time ever with our on-board calculator
- ✔ Reduce the number of passes and increase productivity with WideSpin edge-to-edge applications.

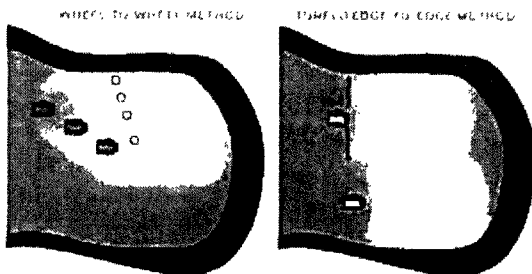
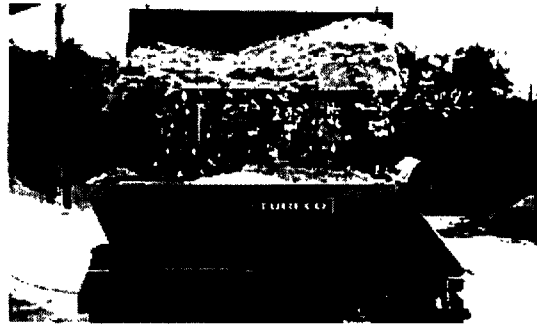


SMART CONTROLLER

Know your application rates, calculate the rates you want, and determine how much material you need to budget — all for the first time ever with our on-board calculator. Smart Controller with four programmable presets and rate calculator allows you to make changes at the touch of a button and lock-in your rates.

LARGE HOPPER

Large, galvanized steel hopper can easily be filled with a front-end loader and requires fewer trips to refill. Load it with a wide variety of topdressing mixtures such as sand, compost, peat and humus, rye grass and blends, as well as crumb rubbers, gypsum, lime and calcine clays.



REDUCE NUMBER OF PASSES

Save time and increase the efficiency of your crew. Decrease the number of passes on your

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fields by up to 720 times per year when compared to the wheel-to-wheel method. You get your fields done faster and your crew can move on to other tasks.

SPECIFICATIONS

Model	*Engine Powered* - 1550 Smart Control (#85828), 1550 Electronic Control (#85829) *Hydraulic Powered* - 1550 Smart Control (#85824), 1550 Electronic Control (#85825)
Warranty	3 Years
Engine / Models	Engine Powered: 13 HP Briggs and Stratton. Hydraulic Powered: n/a
Operator Control	Smart: 3-position switch; 4 programmable presets; onboard rate calculator; instantaneous belt and spinner speed control; instant throttle down control (Engine Powered) Electronic: Standard 3-position switch with manual control for spinner and belt speed
Weight	Engine Powered: 1,324 lbs (601 kg) Hydraulic Powered: 1,021 lbs (463 kg)
Hopper Capacity	21 ft ³ (0.59 m ³) struck level; 25 ft ³ (0.71 m ³) heaped
Hopper Size	80" x 36.5" (2.03 x 0.92 m) at the top
Spreading Width	12' up to 40' (2.7 up to 12 m)

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Spread Application	0.45 ft ³ per 1,000 ft ³ up to 12 ft ³ per 1,000 ft ³
Ground Speed	Up to 8 MPH (12.8 km/h)
Conveyor Belt	18" (0.46 m) wide pebble surface composition with heavy-duty polyester cord
Metering Gate	Manually operated with Light Spread/Heavy Spread Calibrations
Drive	Engine Powered: Engine Powered Hydraulics/Hydraulic Powered: Tow Vehicle Powered Hydraulics
Wheels	4 Ply 26.5 x 14.00 x 12 Turf

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CONTACT

Turfco
 1655 101st Ave NE,
 Blaine, MN 55449
 Support **800-679-8201**

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Tow Behind Spreaders



Tailgate Spreaders



Drop and Broadcast Spreaders



Tailgate Spreader Accessories



Shoulder and Hand Spreaders

Tow Behind Spreaders

1 product

Shop for tow behind spreaders at Grainger. These pneumatic spreaders can be useful seeding tools to help dramatically cut down the time it takes to seed lawns and gardens. Also use them for spreading salt and sand on icy roads, driveways and walkways. Find the type and size of tow behind spreader that can help you get the job done at Grainger!

Purchased products

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Table List

Clear All Brand SNOWEX x

Tow Behind Spreaders



These spreaders are designed to be towed behind a vehicle to spread salt, sand, grass seed, and fertilizer. They feature industrial-duty construction with corrosion-resistant aluminum gears. Use to seed lawns and gardens, or to spread salt and sand on icy roads, driveways, and walkways.

Brands

SNOWEX

Item	Capacity	Wheel Type	Drop Type	Flow Control	Mount Type	Item #	Price
------	----------	------------	-----------	--------------	------------	--------	-------

	SNOWEX	Web Price
	Tow Behind Spreader, 3500 lb. Capacity, High Output Drop Type, Knobby Pneumatic Wheel Type	\$11,900.00 / each
Item # 5NTR1		This item requires special shipping, additional charges may apply.
Mfr Model # SP-7000		Ships from supplier. Expected to arrive on or before Wed, Sep 08 .
Catalog Page # 996		Ship to 95330
View Product Details		Qty 1 Add to Cart

Product availability is real-time basis and adjusted continuously. The product will be reserved for you when you complete your order. More



Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD CC (CK31403) 4WD Reg Cab 171" WB, 84.5" CA
Work Truck (Complete)

Quote Worksheet

	MSRP
Base Price	\$39,100.00
Dest Charge	\$1,695.00
Total Options	\$0.00
Subtotal	\$40,795.00
Spraytec spray body	\$96,225.00
Subtotal Pre-Tax Adjustments	\$96,225.00
Less Customer Discount	(\$8,984.00)
Subtotal Discount	(\$8,984.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$128,036.00
Sales Tax	8.75% \$11,203.15
Subtotal Taxes	\$11,203.15
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$139,239.15

Dealer Signature / Date

Customer Signature / Date

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Data Version: 14870. Data Updated: Oct 6, 2021 1:20:00 AM PDT.



Investment Proposal (Quote)

RDO Equipment Co.
 3980 Research Drive
 Sacramento CA, 95838
 Phone: (916) 643-0999 - Fax: (916) 643-0998



Proposal for:
 CITY OF LATHROP
 2112 E Louise Ave
 LATHROP, CA, 95330

Investment Proposal Date: 7/7/2021
 Pricing Valid Until: 8/6/2021
 Deal Number: 1463585
 Customer Account#: 7200955
 Account Manager: Rick Draper
 Phone: (916) 880-0644
 Fax: 643-0998
 Email: RDraiper@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2021 VACTRON LP573XDT	\$61,381.00
			Freight in Freight In	\$3,500.00
			Prep / Reconditioning Machine Prep	\$640.00
			Customer Discount Promotional Discount	(\$7,720.00)
			Equipment Subtotal:	\$57,801.00

Purchase Order Totals

Balance:	\$57,801.00
CA STATE TAX:	\$3,468.06
CA COUNTY TAX:	\$144.50
CA CITY TAX:	\$578.01
CA SPECIAL TAX:	\$867.02
Sales Tax Total:	\$5,057.59
PrePaid Tax License:	\$72.00
CA Tire Fee:	\$7.00
Sub Total:	\$62,937.59
Cash with Order:	\$0.00
Balance Due:	\$62,937.59

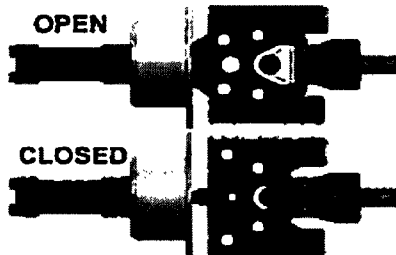
Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2021 VACTRON LP573XDT	LPXDT1004 LP 500-9,995GVWR DE-RATED 2Z1-- GAL WTR TANKS LPXDT3520 HYDRAULIC JACK LPXDT4010 STRONG ARM BOOM

LP XDT VACUUM EXCAVATOR



CV5 (CYCLONE 4-WAY VALVE SILENCER) FILTRATION SYSTEM. .5-micron filtration. The CV5 filter housing also contains the 4-way valve for reverse pressure and an oversized silencer for quiet operation. The silencer is located inside the 28-in (71-cm) diameter cyclone.



REAR HYDRAULIC CLAW DOOR. Rear hydraulic claw door has an over-center locking mechanism for a no-fuss positive lock and unlock.



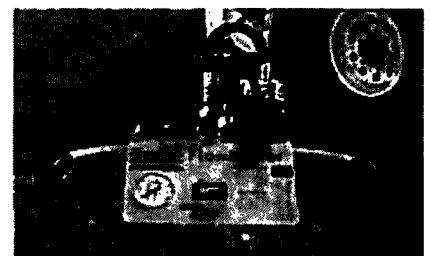
I BEAM TRAILER. Units are built from start to finish at our factory, including the trailer which consists of a sturdy I beam construction.



STRONG ARM (OPTION). With 270-degree rotation, the strong arm supports the weight of the vacuum hose, and the roller head makes handling efficient by allowing smooth, fluid movements and adjustments.



SIDE HOSE AND TOOLING (SHT) STORAGE (OPTION). The new SHT package allows for 60 ft (18 m) of suction hose storage on a trailer-mounted unit. This doubles the traditional 30-ft (9-m) hose storage on all other brands.



FLOWMASTER (OPTION). The FlowMaster option can be used to hydraulically exercise water valves and hydrants making sure they will work properly in times of need.





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LP XDT VACUUM EXCAVATOR

DIMENSIONS - TRAILER	573	573 Heavy	873	873 Heavy	1273
Length	231 in (586.7 cm)	231 in (586.7 cm)	268.8 in (682.8 cm)	268.8 in (682.8 cm)	265 in (673.1 cm)
Width	92 in (234 cm)	97 in (246 cm)	92 in (234 cm)	102 in (259 cm)	102 in (259 cm)
Height	95 in (241 cm)	95 in (241 cm)	95 in (241 cm)	95 in (241 cm)	122 in (310 cm)
Empty weight	6,300 lb (2,858 kg)	6,300 lb (2,858 kg)	7,400 lb (3,357 kg)	7,500 lb (3,402 kg)	9,400 lb (4,264 kg)
GVWR	9,995 lb (4,533 kg) / 12,000 lb (5,443 kg)	14,000 lb (6,350.3 kg)	14,000 lb (6,350.3 kg)	20,000 lb (9,071.8 kg)	24,000 lb (10,886.2 kg)
Trailer axles	(2) 7,000 lb (3,175 kg)	(2) 7,000 lb (3,175 kg)	(2) 7,000 lb (3,175 kg)	(2) 10,000 lb (4,535.9 kg)	(2) 12,000 lb (5,443.1 kg)
ENGINE					
Make and model	Kohler diesel Tier 4 Final	Kohler diesel Tier 4 Final	Kohler diesel Tier 4 Final	Kohler diesel Tier 4 Final	Kohler diesel Tier 4 Final
Horsepower	24 hp (17.9 kW)	24 hp (17.9 kW)	24 hp (17.9 kW)	24 hp (17.9 kW)	24 hp (17.9 kW)
Fuel tank capacity	30 gal (113.5 L)	30 gal (113.5 L)	30 gal (113.5 L)	30 gal (113.5 L)	30 gal (113.5 L)
Enclosure	Yes	Yes	Yes	Yes	Yes
WATER TANK					
Water tank capacity	200 gal (757.1 L)	300 gal (1,135.6 L)	200 gal (757.1 L)	400 gal (1,514.1 L)	400 gal (1,514.1 L)
Number of tanks	2	2	2	2	2
High pressure pump flow rate	4 gpm (15.1 L/min)	4 gpm (15.1 L/min)	4 gpm (15.1 L/min)	4 gpm (15.1 L/min)	4 gpm (15.1 L/min)
High pressure pump	3,000 psi (206.8 bar)	3,000 psi (206.8 bar)	3,000 psi (206.8 bar)	3,000 psi (206.8 bar)	3,000 psi (206.8 bar)
High pressure hose length	50 ft (15 m)	50 ft (15 m)	50 ft (15 m)	50 ft (15 m)	50 ft (15 m)
Low water shutoff	Yes	Yes	Yes	Yes	Yes
SPOIL TANK					
Spoil tank capacity	500 gal (1,892.7 L)	500 gal (1,892.7 L)	800 gal (3,028.3 L)	800 gal (3,028.3 L)	1,200 gal (4,542.5 L)
Door type	Hydraulic	Hydraulic	Hydraulic	Hydraulic	Hydraulic
Tank lift type	Hydraulic	Hydraulic	Hydraulic	Hydraulic	Hydraulic
VACUUM					
Type of filters	.5 micron	.5 micron	.5 micron	.5 micron	.5 micron
Hose length	30 ft (9.1 m)	30 ft (9.1 m)	30 ft (9.1 m)	30 ft (9.1 m)	30 ft (9.1 m)
Hose width	3 in (7.6 cm)	3 in (7.6 cm)	3 in (7.6 cm)	3 in (7.6 cm)	3 in (7.6 cm)
Vacuum	580 cfm (985 m ³ /hr)	580 cfm (985 m ³ /hr)	580 cfm (985 m ³ /hr)	580 cfm (985 m ³ /hr)	580 cfm (985 m ³ /hr)
Vacuum blower type	PD blower	PD blower	PD blower	PD blower	PD blower
Vacuum mercury	14 in hg (.4 bar)	14 in hg (.4 bar)	14 in hg (.4 bar)	14 in hg (.4 bar)	14 in hg (.4 bar)
CONTROL PANEL					
Controls	Curbside	Curbside	Curbside	Curbside	Curbside
Gauges	Analog	Analog	Analog	Analog	Analog

OPTIONS (FOR ALL)


- Strong arm
- Recirculation kit
- SHT package
- FlowMaster package
- Hydraulic jack

Vermeer



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Product Name	Qty	Unit Price	Subtotal	
 <p>BE TP-3013HM Trash Pump 3" 370 GPM Honda Engine GX390 Edit Standard Delivery</p>	1	\$1,423.00	\$1,423.00	Update
 <p>Multiquip HD350 Discharge Hose - 3" x 50 Ft. NPT Couplers Edit Standard Ground Shipping</p>	1	\$100.99	\$100.99	Update

Subtotal **\$1,523.99**

Grand Total \$1,523.99

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ITEM 4.9

CITY MANAGER'S REPORT OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE PURCHASE OF THREE VEHICLES FOR PUBLIC WORKS, UTILITIES, AND MAINTENANCE SERVICES DEPARTMENTS AND RELATED BUDGET AMENDMENT

RECOMMENDATION: Adopt a Resolution Approving the Purchase of Three (3) City Vehicles from American Chevrolet for Public Works, Utilities, and Maintenance Services Departments and Related Budget Amendment.

SUMMARY:

The City operates and maintains a fleet of work vehicles for the purpose of inspecting, maintaining and operating City facilities and infrastructure. Due to the growth of the City and its operations additional fleet vehicles are needed for staff to continue to efficiently perform Citywide maintenance and repairs. Staff is requesting Council approval of the purchase of the following vehicles:

Division	Vehicle Description	Quantity	Price per Vehicle	Total Extended Price (Including Tax, Licensing and Fees)
Maintenance Services	2022 Chevrolet Silverado 2500HD 4WD	2	\$37,090	\$74,180
Utilities	2021 Chevrolet Silverado MD Crane Body	1	\$154,884	\$154,884
Subtotal				\$229,064

BACKGROUND:

The City operates and maintains a fleet of work vehicles for the purpose of inspecting, maintaining and operating City facilities and infrastructure. The current approved FY 2021-22 budget includes \$190,000 for the purchase of one (1) Chevrolet Silverado 2500 and one (1) Chevrolet Silverado MD with Crane Body Truck. Staff is requesting a budget amendment of an additional \$53,000 for the purchase of an additional Chevrolet Silverado 2500 Truck and the installation of additional equipment such as safety lighting and lift gate. Staff requested quotes from multiple dealerships which included a proposal from American Chevrolet, a Chevrolet dealer in Modesto. In

CITY MANAGER’S REPORT **PAGE 2**
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
APPROVE PURCHASE OF THREE VEHICLES FOR PUBLIC WORKS, UTILITIES,
AND MAINTENANCE SERVICES DEPARTMENTS AND RELATED BUDGET
AMENDMENT

accordance with LMC sections 2.36.050(D) and 2.36.110(B) the pricing provided by American Chevrolet is through the Government Pricing contract and was also the lowest of the quotes received.

RECOMMENDATION:

Due to the growth of the City and its operations, staff is requesting approval to purchase three (3) additional vehicles which will maximize the efficiency of staff time needed to perform Citywide maintenance and repairs.

FISCAL IMPACT:

The approved FY 2021-22 budget included \$190,000 for the purchase of one 2022 Chevrolet Silverado 2500 HD and one Chevrolet Silverado MD with a crane body. Staff is requesting Council approve the purchase of an additional Chevrolet Silverado 2500HD to meet the needs of the City Wide Maintenance needs.

Staff is requesting Council approve a budget amendment of \$53,000 which will include \$48,000 to be transferred from Park Maintenance Capital Replacement Fund, \$2,500 be transferred from the Water Capital Replacement Fund, \$1,500 will be transferred from the MWQCF Collection System Fund, and \$1,000 will be transferred from the MBR West Sewer Fund to fund the project as follows:

Decrease – Capital Replacement	
1010-243-00-00	\$48,000
Park & Landscape Maintenance Capital Replacement	
5620-243-0000	\$2,500
Water Capital Replacement	
Increase Appropriation	
1010-30-10-450-20-00	\$48,000
Park Maintenance	
5620-50-50-450-20-00	\$2,500
Water	
6010-5030-450-20-00	\$1,500
MWQCF Collection System	
6080-5034-450-20-00	\$1,000
MBR West Sewer	

OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING

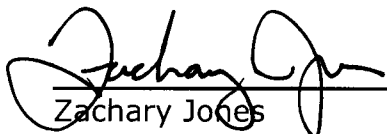
**APPROVE PURCHASE OF THREE VEHICLES FOR PUBLIC WORKS, UTILITIES,
AND MAINTENANCE SERVICES DEPARTMENTS AND RELATED BUDGET
AMENDMENT**

ATTACHMENTS:

- A. Resolution of the City Council of the City of Lathrop approving a Budget Amendment and Purchase of Three (3) City Vehicles from American Chevrolet for Public Works, Utilities, and Maintenance Services Department.
- B. Quote – (2) 2022 Chevrolet Silverado 2500HD 4WD
- C. Quote – 2021 Chevrolet Silverado MD Crane Body

CITY MANAGER'S REPORT **PAGE 4**
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
APPROVE PURCHASE OF THREE VEHICLES FOR PUBLIC WORKS, UTILITIES,
AND MAINTENANCE SERVICES DEPARTMENTS AND RELATED BUDGET
AMENDMENT

APPROVALS:



Zachary Jones
Director of Parks, Recreation and
Maintenance Services

10.5.2021


Date



Cari James
Director of Finance

10/6/2021

Date



Salvador Navarrete
City Attorney

10.6.2021

Date



Stephen J. Salvatore
City Manager

10.6.21

Date

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE PURCHASE OF THREE (3) CITY VEHICLES FROM
AMERICAN CHEVROLET, FOR PUBLIC WORKS, UTILITIES, AND
MAINTENANCE SERVICES DEPARTMENTS AND RELATED BUDGET
AMENDMENT**

WHEREAS, the City operates and maintains a fleet of work vehicles for the purpose of inspecting, maintaining and operating City facilities and infrastructure; and

WHEREAS, due to the growth of the City and its operations, additional fleet vehicles will minimize the number of staff hours needed to perform Citywide maintenance and repairs; and

WHEREAS, staff requested multiple proposals from various dealerships; and

WHEREAS, the proposal, from American Chevrolet, a Chevrolet Dealer in Modesto was the lowest priced quote received; and

WHEREAS, in accordance with LMC sections 2.36.050(D) and 2.36.110(B) the pricing provided by American Chevrolet is through the Government Pricing contract and was also the lowest of the quotes received.

WHEREAS, staff is requesting Council approve the purchase of the following vehicles:

Division	Vehicle Description	Quantity	Price per Vehicle	Extended Price (Including Tax, Licensing and Fees)
Maintenance Services	2022 Chevrolet Silverado 2500HD 4WD	2	\$37,090	\$74,180
Utility Maintenance	2021 Chevrolet Silverado MD Crane Body	1	\$154,884	\$154,884
			Subtotal	\$229,064

WHEREAS, the adopted Fiscal Year 2021/22 Budget included \$190,000 for one (1) Chevrolet Silverado 2500 HD 4WD and one (1) Chevrolet Silverado MD with Crane Body; and

WHEREAS, staff is requesting a budget amendment of \$53,000 for an additional one (1) Chevrolet Silverado 2500HD 4WD with lift gate and safety lighting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby approve the purchase of three (3) City vehicles from American Chevrolet, assigned to Maintenance Services and Utility Maintenance division.

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approve a budget amendment of \$53,000 to the adopted Fiscal Year 2021/22 Budget as follows:

Decrease – Capital Replacement	
1010-243-00-00	\$48,000
Park & Landscape Maintenance Capital Replacement	
5620-243-0000	\$2,500
Water Capital Replacement	
Increase Appropriation	
1010-30-10-450-20-00	\$48,000
Park Maintenance	
5620-50-50-450-20-00	\$2,500
Water	
6010-5030-450-20-00	\$1,500
MWQCF Collection System	
6080-5034-450-20-00	\$1,000
MBR West Sewer	

The foregoing resolution was passed and adopted this 11th day of October, 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

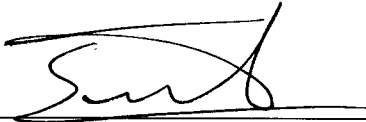
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



Dealership Information

Zach Riedinger
Fleet Manager

American Chevrolet
4742 Mchenry Ave
Modesto, Ca 95356
209.648.8265
zriedinger@americancevrolet.com

Prepared By:

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Data Version 14803 Date Updated: Sep 27, 2021 11:54:00 PM PDT.



Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (✓ Complete)

Quote Worksheet

	MSRP
Base Price	\$42,800.00
Dest Charge	\$1,695.00
Total Options	\$1,035.00
Subtotal	\$45,530.00
User Item	\$0.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$11,425.00)
Subtotal Discount	(\$11,425.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$34,105.00
8.75%	\$2,984.19
Subtotal Taxes	\$2,984.19
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$37,089.19

Dealer Signature / Date

Customer Signature / Date

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 Data Version: 14803. Data Updated: Sep 27, 2021 11:54:00 PM PDT.



Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MYD
Trans Type	6	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.03
Second Gear Ratio (:1)	2.36	Third Gear Ratio (:1)	1.53
Fourth Gear Ratio (:1)	1.15	Fifth Gear Ratio (:1)	0.85
Sixth Gear Ratio (:1)	0.67	Reverse Ratio (:1)	3.06
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	Magna MP1625/6
Transfer Case Gear Ratio (:1), High	1.00	Transfer Case Gear Ratio (:1), Low	2.72
Transfer Case Power Take Off	N/A		

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A		

Engine

Engine Order Code	L8T	Engine Type	Gas V8
Displacement	6.6L/400	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	401 @ 5200	SAE Net Torque @ RPM	464 @ 4000
Engine Oil Cooler	Yes		

Electrical

Cold Cranking Amps @ 0° F (Primary)	720	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	170

Cooling System

Total Cooling System Capacity	N/A
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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (Complete)

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K ml/year	N/A	EPA Greenhouse Gas Score	N/A
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Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	4800 lbs
Gross Axle Wt Rating - Rear	6390 lbs	Curb Weight - Front	3849 lbs
Curb Weight - Rear	2784 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	951.00 lbs
Reserve Axle Capacity - Rear	3608.00 lbs	As Spec'd Curb Weight	6633.00 lbs
As Spec'd Payload	3367.00 lbs	Maximum Payload Capacity	3367.00 lbs
Gross Combined Wt Rating	24000 lbs	Gross Axle Weight Rating	11190.00 lbs
Curb Weight	6633.00 lbs	Reserve Axle Capacity	4557.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	10000.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	14500 lbs	Wt Distributing Hitch - Max Tongue Wt.	1450 lbs
Fifth Wheel Hitch - Max Trailer Wt.	16650 lbs	Fifth Wheel Hitch - Max Tongue Wt.	4162 lbs
Maximum Trailering Capacity	18500 lbs		

Frame

Frame Type	Hydroformed	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Short/Long Arm	Suspension Type - Rear	Multi-Leaf Springs
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A

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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (✓ Complete)

Chassis

Suspension

Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.73	Axle Ratio (:1) - Rear	3.73
Shock Absorber Diameter - Front	51.0 mm	Shock Absorber Diameter - Rear	51.0 mm
Stabilizer Bar Diameter - Front	1.38 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QHQ	Rear Tire Order Code	QHQ
Spare Tire Order Code	ZHQ	Front Tire Size	LT245/75R17E
Rear Tire Size	LT245/75R17E	Spare Tire Size	LT245/75R17E
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x -TBD- in	Rear Wheel Size	17 x -TBD- in
Spare Wheel Size	17 x -TBD- in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Pwr	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	52.7 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	14.0 x 1.6 in
Rear Brake Rotor Diam x Thickness	14.1 x 1.3 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (Complete) ✓

Chassis

Fuel Tank

Fuel Tank Capacity, Approx	36 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61.18 in	Second Head Room	40.12 in
Second Leg Room	43.4 in	Second Shoulder Room	65.3 in
Second Hip Room	60.24 in		

Exterior Dimensions

Wheelbase	158.94 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	249.95 in
Width, Max w/o mirrors	81.85 in	Height, Overall	79.82 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	42.1 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	10.12 in	Ground Clearance, Rear	10.12 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	82.25 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	71.4 in	Cargo Box Width @ Wheelhousings	51.85 in
Cargo Box (Area) Height	21 in	Tailgate Width	N/A
Cargo Volume	69.5 ft ³	Ext'd Cab Cargo Volume	N/A

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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK20743	2022 Chevrolet Silverado 2500HD 4WD Crew Cab 159" Work Truck	\$42,800.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION	MSRP
YF5	Emissions, California state requirements	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L8T	Engine, 6.6L V8	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MYD	Transmission, 6-speed automatic, heavy-duty	\$0.00

GVWR

CODE	DESCRIPTION	MSRP
C7A	Lowered GVWR, 10,000 lbs (4536 kg)	\$0.00

AXLE

CODE	DESCRIPTION	MSRP
GT4	Rear axle, 3.73 ratio	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1WT	Work Truck Preferred Equipment Group	\$0.00

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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (Complete) (✓)

WHEELS

CODE	DESCRIPTION	MSRP
PYN	Wheels, 17" (43.2 cm) painted steel, Silver	\$0.00

TIRES

CODE	DESCRIPTION	MSRP
QHJ	Tires, LT245/75R17E all-season, blackwall	\$0.00

SPARE TIRE

CODE	DESCRIPTION	MSRP
ZHQ	Tire, spare LT245/75R17E all-season, blackwall	Inc.

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AE7	Seats, front 40/20/40 split-bench	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H2G	Jet Black, Vinyl seat trim	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
ZLQ	WT Fleet Convenience Package	\$760.00

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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
JL1	Trailer brake controller, integrated	\$275.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
DBG	Mirrors, outside power-adjustable vertical trailinging	Inc.
QT5	Tailgate, gate function manual with EZ Lift	Inc.

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
AQQ	Remote Keyless Entry	Inc.
K34	Cruise control, electronic	Inc.
Options Total		\$1,035.00

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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (✓
Complete)

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered)

Mechanical

Durabed, pickup bed

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

GVWR, 10,450 lbs. (4740 kg) (STD) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 17" wheels or CK20903 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.)

Air filter, heavy-duty

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Recovery hooks, front, frame-mounted, Black

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (✓
Complete)

Exterior

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QH) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QH) LT245/75R17E all-season, blackwall tires are ordered.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black

Bumpers, rear, Black

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

Moldings, beltline, Black

Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

Taillamps with incandescent tail, stop and reverse lights

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Mirror caps, Black

Glass, solar absorbing, tinted

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (✓
Complete)

Entertainment

Bluetooth for phone connectivity to vehicle infotainment system

Interior

Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)

Vinyl seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

Window, power front, passenger express down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power (Standard on Crew Cab and Double Cab models. On Regular Cab models, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

USB ports, 2 (first row) located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (Complete)

Safety-Mechanical

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)

Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

Warranty Note: <<< Preliminary 2022 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel. 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (✓
Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck

MSRP:\$42,800.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, 6-speed automatic, heavy-duty

OPTIONS

CODE	MODEL	MSRP
CK20743	[Fleet] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck	\$42,800.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
AE7	Seats, front 40/20/40 split-bench	\$0.00
AQQ	Remote Keyless Entry	Inc.
C7A	Lowered GVWR, 10,000 lbs. (4536 kg)	\$0.00
DBG	Mirrors, outside power-adjustable vertical trailing	Inc.
GAZ	Summit White	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
JL1	Trailer brake controller, integrated	\$275.00
K34	Cruise control, electronic	Inc.
L8T	Engine, 6.6L V8	\$0.00
MYD	Transmission, 6-speed automatic, heavy-duty	\$0.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver	\$0.00
QHJ	Tires, LT245/75R17E all-season, blackwall	\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.
YF5	Emissions, California state requirements	\$0.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall	Inc.

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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (Complete)

ZLQ	WT Fleet Convenience Package	\$760.00
SUBTOTAL		\$43,835.00
	Adjustments Total	\$0.00
	Destination Charge	\$1,695.00
	TOTAL PRICE	\$45,530.00

FUELECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Dealership Information

Zach Riedinger
Fleet Manager

American Chevrolet
4742 Mchenry Ave
Modesto, Ca 95356
209.648.8265
zriedinger@americancevrolet.com

Prepared By:

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (Complete)

Quote Worksheet

	MSRP
Base Price	\$53,300.00
Dest Charge	\$1,695.00
Total Options	\$10,415.00
Crane Body	Subtotal \$85,410.00
	\$82,987.00
Less Customer Discount	Subtotal Pre-Tax Adjustments \$82,987.00
Trade-In	(\$6,000.00)
	Subtotal Discount (\$6,000.00)
	\$0.00
	Subtotal Trade-In \$0.00
Tire Weight Tax	Taxable Price \$142,397.00
Sales Tax	\$26.64
	8.75% \$12,459.74
	Subtotal Taxes \$12,486.38
	Subtotal Post-Tax Adjustments \$0.00
	Total Sales Price \$154,883.38

Dealer Signature / Date

Customer Signature / Date

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✓ Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Rear Wheel Drive	Trans Order Code	MBX
Trans Type	6	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	3.10
Second Gear Ratio (:1)	1.80	Third Gear Ratio (:1)	1.40
Fourth Gear Ratio (:1)	1.00	Fifth Gear Ratio (:1)	0.70
Sixth Gear Ratio (:1)	0.61	Reverse Ratio (:1)	N/A
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Power Take Off	N/A	Second Reverse Gear Ratio (:1)	N/A
Third Reverse Gear Ratio (:1)	N/A	Fourth Reverse Gear Ratio (:1)	N/A
Fifth Reverse Gear Ratio (:1)	N/A	Sixth Reverse Gear Ratio (:1)	N/A
Transmission Manufacturer	Allison	Transmission Type	A2750HS Allison

Engine

Engine Order Code	L5D	Engine Type	Turbocharged Diesel V8
Displacement	6.6L/402	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	350 @ 2700	SAE Net Torque @ RPM	700 @ 1600
Engine Oil Cooler	Yes	Governed Engine Speed (RPM)	2900
Engine Series	Duramax		

Electrical

Cold Cranking Amps @ 0° F (Primary)	1100	Cold Cranking Amps @ 0° F (2nd)	1100
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	150

Cooling System

Total Cooling System Capacity	48 qts
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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✓ Complete)

Vehicle

Vehicle

Axle Ratio - Low Rear (:1)	N/A	As Spec Curb Weight - Front	5178.00 lbs
As Spec Curb Weight - Rear	3240.00 lbs		

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Total Weight	8768.00 lbs	Gross Axle Wt Rating - Front	8000 lbs
Gross Axle Wt Rating - Rear	15500 lbs	Curb Weight - Front	5178 lbs
Curb Weight - Rear	3240 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	2472.00 lbs
Reserve Axle Capacity - Rear	12260.00 lbs	As Spec'd Curb Weight	8418.00 lbs
As Spec'd Payload	15082.00 lbs	Gross Combined Wt Rating	37000 lbs
Cargo Weight	0.00 lbs	Gross Vehicle Weight	8768.00 lbs
Axle Weight	8768.00 lbs	Gross Axle Weight Rating	23500.00 lbs
Curb Weight	8418.00 lbs	Reserve Axle Capacity	14732.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0.00 lbs
Payload Weight Rear	0.00 lbs	Maximum Axle Rating Front	8000.00 lbs
Maximum Axle Rating Rear	15500.00 lbs	Maximum Axle Rating Total	23500.00 lbs
Gross Vehicle Weight Rating	23500.00 lbs	Front Payload	350.00 lbs
Rear Payload	0.00 lbs	Total Payload Weight (Cargo + Driver + Body)	350.00 lbs

Frame

Frame Type	High Strength Low Alloy Steel	Sect Modulus Rails Only	8.08 Front/10.93 Belly/8.47 Rear in ³
Frame RBM	404000 Front/546500 Belly/423500 Rear	Frame Strength	50000 lbs
Frame Thickness	0.3125 In		

Suspension

Suspension Type - Front	Multi-Leaf	Suspension Type - Rear	Multi-Leaf
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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (Complete)

Chassis

Suspension

Spring Capacity - Front	8000 lbs	Spring Capacity - Rear	15500 lbs
Axle Type - Front	I-Beam	Axle Type - Rear	Single Reduction
Axle Capacity - Front	8000 lbs	Axle Capacity - Rear	15500 lbs
Axle Ratio (:1) - Front	N/A	Axle Ratio (:1) - Rear	4.88
Shock Absorber Diameter - Front	51 mm	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	XDV	Rear Tire Order Code	YAP
Spare Tire Order Code	N/A	Front Tire Size	225/70R19.5H
Rear Tire Size	225/70R19.5H	Spare Tire Size	N/A
Front Tire Capacity	8000 lbs	Rear Tire Capacity	15500 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	649
Revolutions/Mile @ 45 mph - Rear	649	Revolutions/Mile @ 45 mph - Spare	N/A
Tire Rating Total	23500.00		

Wheels

Front Wheel Size	19.5 x 6.75 in	Rear Wheel Size	19.5 x 6.75 in
Spare Wheel Size	N/A	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	N/A
Front Bolt Pattern	8 Hole JIS 10.83"	Rear Bolt Pattern	8 Hole JIS 10.83"
Spare Bolt Pattern	N/A		

Steering

Steering Type	Pwr	Steering Ratio (:1), On Center	16.6
Steering Ratio (:1), At Lock	19.6	Turning Diameter - Curb to Curb	55.7 ft
Turning Diameter - Wall to Wall	57.3 ft		

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Chassis

Brakes

Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	15.375 x 1.625 in
Rear Brake Rotor Diam x Thickness	15.375 x 1.625 in	Drum - Front (Yes or)	N/A
Front Drum Diam x Width	N/A	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	40 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	Behind Rear Axle	Aux Fuel Tank Location	N/A

Trailer

Trailer Weight	0.0 lbs
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Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	42.8 in
Front Leg Room	45.28 in	Front Shoulder Room	64.84 in
Front Hip Room	60.75 in	Second Head Room	40.51 in
Second Leg Room	40.94 in	Second Shoulder Room	64.33 in
Second Hip Room	60.24 in		

Exterior Dimensions

Wheelbase	199 in	Length, Overall w/o rear bumper	N/A
Length, Overall	282.8 in	Width, Max w/o mirrors	84.0 in
Height, Overall	82.89 in	Overhang, Front	34.4 in
Overhang, Rear w/o bumper	49 in	Front Bumper to Back of Cab	149.48 in
Cab to Axle	84.09 in	Cab to End of Frame	133.4 in
Ground to Top of Load Floor	29.4 Front/32.1 Rear in	Ground to Top of Frame	N/A
Frame Width, Rear	34.1 in	Ground Clearance, Front	N/A
Ground Clearance, Rear	N/A	Body Length	0.0 ft
Cab to Body	3.0 in	Frontal Area	ft²

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (Complete)

Medium Duty

Medium Duty Performance

Front Axle %	63.05	Rear Axle %	36.95
Driver Weight	350.0 lbs	Front Ground Load	5528.00 lbs
Rear Ground Load	3240.00 lbs	1st gear High Speed (High Axle Gear)	17.72 MPH
2nd gear High Speed (High Axle Gear)	30.52 MPH	3rd gear High Speed (High Axle Gear)	39.24 MPH
4th gear High Speed (High Axle Gear)	54.94 MPH	5th gear High Speed (High Axle Gear)	78.49 MPH
6th gear High Speed (High Axle Gear)	90.06 MPH	1st gear Low Speed (High Axle Gear)	9.78 MPH
2nd gear Low Speed (High Axle Gear)	16.84 MPH	3rd gear Low Speed (High Axle Gear)	21.65 MPH
4th gear Low Speed (High Axle Gear)	30.31 MPH	5th gear Low Speed (High Axle Gear)	43.30 MPH
6th gear Low Speed (High Axle Gear)	49.69 MPH	1st gear High Speed (Low Axle Gear)	N/A
2nd gear High Speed (Low Axle Gear)	N/A	3rd gear High Speed (Low Axle Gear)	N/A
4th gear High Speed (Low Axle Gear)	N/A	5th gear High Speed (Low Axle Gear)	N/A
6th gear High Speed (Low Axle Gear)	N/A	1st gear Low Speed (Low Axle Gear)	N/A
2nd gear Low Speed (Low Axle Gear)	N/A	3rd gear Low Speed (Low Axle Gear)	N/A
4th gear Low Speed (Low Axle Gear)	N/A	5th gear Low Speed (Low Axle Gear)	N/A
6th gear Low Speed (Low Axle Gear)	N/A	Reduction	28.69
Torque @ Clutch Engage	N/A	Starting Grade Index	N/A
1st Gear Tractive Effort (High Axle Gear)	7147.56	2nd Gear Tractive Effort (High Axle Gear)	4150.19
3rd Gear Tractive Effort (High Axle Gear)	3227.93	4th Gear Tractive Effort (High Axle Gear)	2305.66
5th Gear Tractive Effort (High Axle Gear)	1613.96	6th Gear Tractive Effort (High Axle Gear)	1406.45
1st Gear Tractive Effort (Low Axle Gear)	N/A	2nd Gear Tractive Effort (Low Axle Gear)	N/A
3rd Gear Tractive Effort (Low Axle Gear)	N/A	4th Gear Tractive Effort (Low Axle Gear)	N/A
5th Gear Tractive Effort (Low Axle Gear)	N/A	6th Gear Tractive Effort (Low Axle Gear)	N/A
1st Gear Gradeability (High Axle Gear)	27.63	2nd Gear Gradeability (High Axle Gear)	15.32
3rd Gear Gradeability (High Axle Gear)	11.26	4th Gear Gradeability (High Axle Gear)	6.67
5th Gear Gradeability (High Axle Gear)	2.01	6th Gear Gradeability (High Axle Gear)	0.00
1st Gear Gradeability (Low Axle Gear)	50.84	2nd Gear Gradeability (Low Axle Gear)	29.14
3rd Gear Gradeability (Low Axle Gear)	22.38	4th Gear Gradeability (Low Axle Gear)	15.44
5th Gear Gradeability (Low Axle Gear)	9.85	6th Gear Gradeability (Low Axle Gear)	7.98
Geared Road Speed	90.06 MPH	Actual Loaded Speed	78.5 MPH in 5th Hi @ 2900 RPM

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Medium Duty

Medium Duty Performance

Grade (%)	2.0	Maximum Speed Gradeability	MPH 14.43% @ 2504 RPM @ 65 MPH
Torque Converter	1.764	Maximum Capacity @ 0° F	2200.00
% of Body on Front Axle	40.75	% of Body on Rear Axle	59.25
Body Weight Front	0.00 lbs	Body Weight Rear	0.00 lbs
Actual Loaded Speed (First Part, MPH)	78.5 MPH	Actual Loaded Speed (Second Part, RPM)	2900
Actual Loaded Speed (Third Part, Gear)	5	Road Type	Concrete
Body Weight	0.0 lbs	Driver Weight Front	350.00 lbs
Driver Weight Rear	0.00 lbs	Medium Duty Body Type	None
Front Total Load	5528.00 lbs	Rear Total Load	3240.00 lbs

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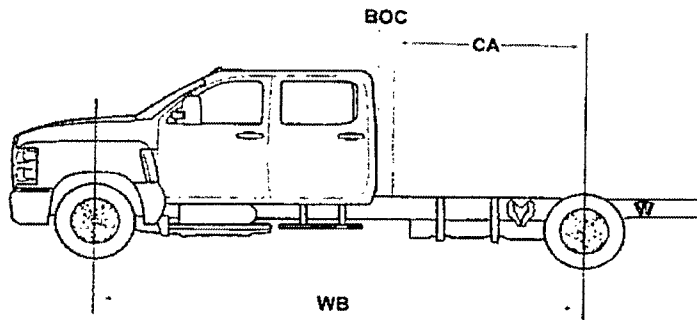


Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Weight Distribution

SPECIFICATION SUMMARY

Model #	CC56043
Truck/Tractor	
Wheelbase (WB)	199 in
Cab to Axle (CA)	84.09 in
Cab to Body/Swing Clear (BOC)	3.0 in
Body Length	0.0 ft
Body Weight	0.0 lbs
Cargo Weight	0.00 lbs
Front GAWR	8000 lbs
Rear GAWR	15500 lbs
GVWR	23500.00 lbs



CA: 84.09 in
 BOC: 3.0 in
 WB: 199 in

Fr%: 63.05 Rr%: 36.95
 Front Wt: 5528.00 lbs Rear Wt: 3240.00 lbs

GAWR/GVWR	GVW	Remaining Payload Wt
23500.00 lbs	8768.00 lbs	14,732.00 lbs

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Weight Distribution

SPECIFICATION DETAILS

	Front Axle	Rear Axle	Total
Actual			
Chassis	5178.00 lbs	3240.00 lbs	8418.00 lbs
Body	0.00 lbs	0.00 lbs	0.0 lbs
Payload	0.00 lbs	0.00 lbs	0.00 lbs
Trailer			0.0 lbs
Totals	5528.00 lbs	3240.00 lbs	8768.00 lbs
Capacity			
Axle	8000 lbs	15500 lbs	23500.00 lbs
Suspension	8000 lbs	15500 lbs	23,500.00 lbs
Tire	8000 lbs	15500 lbs	23500.00
Total Axle Rating	8000.00 lbs	15500.00 lbs	23500.00 lbs

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CC56043	2021 Chevrolet Silverado MD 2WD Crew Cab Work Truck	\$53,300.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

MODEL OPTION

CODE	DESCRIPTION	MSRP
R7P	6500 HD Series	Inc.

GVWR

CODE	DESCRIPTION	MSRP
DD7	GVWR, 23,500 lb. (10,659 kg)	\$6,450.00

REQUIRED OPTION

CODE	DESCRIPTION	MSRP
R6Y	37,000 lb. GCWR (16,782 kg)	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L5D	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible	\$0.00

POWER TAKE OFF

CODE	DESCRIPTION	MSRP
PTX	Power Take-Off (PTO), not installed	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MBX	Highway Service Transmission Automatic close-ratio 6 SPD with double overdrive, Allison, A2750HS	\$1,435.00

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

AXLE

CODE	DESCRIPTION	MSRP
008	Rear axle, 4.88 ratio	\$0.00

FRONT AXLE

CODE	DESCRIPTION	MSRP
FTL	Front axle, 8,000 lb., Dana/Spicer D800-N, "I"-beam, non-driving	\$500.00

FRONT SUSPENSION

CODE	DESCRIPTION	MSRP
FSN	Front suspension, 8,000 lb. (3,629 kg) multi-leaf, includes shock absorbers	\$100.00

REAR AXLE

CODE	DESCRIPTION	MSRP
J27	Rear axle, 15,500 lb. (7,031 kg), Dana Spicer S16-130, single reduction	\$775.00

REAR SUSPENSION

CODE	DESCRIPTION	MSRP
FU7	Rear suspension, 15,500 lb. (7,031 kg) multi-leaf, vari-rate	\$50.00

WHEELBASE

CODE	DESCRIPTION	MSRP
EM1	Wheelbase, 199" (505.5 cm), 84" CA	\$180.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1WT	Work Truck Preferred Equipment Group	\$0.00

WHEEL TYPE

CODE	DESCRIPTION	MSRP
PWQ	Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted	\$0.00

FRONT TIRES

CODE	DESCRIPTION	MSRP
XDV	Tires, front 225/70R19.5 H 130/128 L BW HWY Continental	\$130.00

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

REAR TIRES

CODE	DESCRIPTION	MSRP
YAP	Tires, rear 225/70R19.5 H 130/128 L BW HWY Continental	\$260.00

SPARE TIRE

CODE	DESCRIPTION	MSRP
9L3	Spare tire delete	\$0.00

PAINT SCHEME

CODE	DESCRIPTION	MSRP
ZY1	Paint, solid	\$0.00

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AE7	Seats, front 40/20/40 split-bench, 3-passenger	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H2Q	Dark Ash seats with Jet Black Interior accents, Vinyl seat trim	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
IO3	Audio system, 4.2" diagonal color display	\$0.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
JL1	Trailer brake controller, integrated	\$275.00
UY7	Trailer provisions, trailering wire harness only, trailer combined (Stop/Tail/Turn) connection socket and harness mounted at rear of frame.	\$30.00

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
5DY	Electrical Provisions, rear of frame, upfitter, body bulder wiring	\$230.00

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	MSRP
VQ1	Fleet Processing Option	\$0.00
Options Total		\$10,415.00

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✓ Complete)

Standard Equipment

Mechanical

4500 HD Series (Included and only available with (C7Y) 14,001 lb. GVWR, (C5B) 15,000 lb. GVWR, (C7P) 16,000 lb. GVWR or (C7R) 16,500 lb. GVWR.) (STD)

GVWR, 16,500 lb. (7484 kg) (Silverado 4500 HD 2WD Crew Cab models require one of the following combinations: (1) (FTA) 7k front axle and (FK6) 7k front suspension and (FN1) 10k rear axle or (GL4) 11k rear axle and (GR3) 11k rear suspension or (G40) 12K Rear air suspension. (2) (FTA) 7k front axle and (FK6) 7k front suspension and (HD1) 15k rear axle or (J27) 15.5k rear axle and one of the following rear suspensions: (GR4) 13.5k rear suspension, (FU7) 15.5k rear suspension, (GP1) 13.5K rear air suspension, (GP8) 15.5k rear air suspension, (91B) 13.5k LiquidSpring prep single volume rear suspension, (91C) 13.5k LiquidSpring prep stacked volume rear suspension, (91D) 15.5k LiquidSpring prep single volume rear suspension or (91E) 15.5k LiquidSpring prep stacked volume rear suspension.) (STD)

Emissions, 50 state certification

Emissions, USA 50 State certified

Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible 350 hp @ 2700 rpm, 700 lb.-ft. torque @ 1600 rpm (STD)

Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700HS ratios: 3.10 1ST, 1.80 2ND, 1.40 3RD, 1.00 4TH, 0.70 5TH, 0.61 6TH Highway Series, 19.5K GVW & 26K GCW Max., requires PTX and park pawl. Available with GVWs less than or equal to 19.5K (Requires (C7Y) 14,001 lb. GVWR, (C5B) 15,000 lb. GVWR, (C7P) 16,000 lb. GVWR, (C7R) 16,500 lb. GVWR, (GZX) 17,500 lb. GVWR, (GZJ) 18,000 lb. GVWR or (GZG) 19,500 lb. GVWR. Requires (R6G) 26,000 lb. GCWR (11,793 kg).) (STD)

Rear axle, 4.10 ratio Max road speed: 79 MPH

Wheelbase, 175" (444.5 cm), 60" CA (Requires (F0C) 49" axle to end of frame. Not available with (G40) 12,000 lb., (GP1) 13,500 lb. or (GP8) 15,500 lb. rear air suspension, or (NPK) Exhaust System.) (STD)

Front axle, 7,000 lb., Dana Spicer D800-N, "I"-beam, non-driving (Requires (FK6) 7,000 lb. (3,175 kg) front suspension.)

Front suspension, 7,000 lb. (3,175 kg) multi-leaf, includes shock absorbers (STD)

Rear axle, 10,000 lb. (4,536 kg) Dana Spicer S14-110, single reduction

Rear suspension, 11,000 (4,990 kg) multi-leaf, vari-rate (Not available with air suspension.) (STD)

Neutral-at-Stop Automatic transmission shifts to neutral when the service brake is depressed while the vehicle is at a complete stop, and remains in neutral until the service brake is released

Transmission shift control calibration, fuel sense Performance

Rear wheel drive

Batteries, heavy-duty dual 1100 cold-cranking amps includes battery box mounted to left side under cab

Alternator, 150 amps

Incomplete vehicle

Axle to End of Frame, 49" (Requires wheelbase (EM1) 199" or (FNV) 175". Not available with (G40), (GP1) or (GP8) rear air suspension)

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Mechanical

Axle, Open rear axle, non-locking rear
Axle lubricant, rear, synthetic oil EmGard FE -75W-90
Steering, power (Bosch S2 8014 Plus)
Brakes, hydraulic, heavy duty Bosch/Meritor/Wabco system with 4-channel (ABS) (Includes (J69) driveline park brake.)
Fuel tank, rear only, 40 gallon mounted between frame side rails and behind rear axle
Fuel, diesel B20
Capped Fuel Fill
Exhaust system, rear exit
Exhaust brake

Exterior

Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted (STD)
Tires, front 225/70R19.5G highway blackwall Goodyear Max Axle Load: 7,940 lb. (Requires (YAL) Tires, rear 225/70R19.5G highway blackwall Goodyear, Max Axle Load: 15,000 lb. or (YMF) Tires, rear 225/70R19.5G traction blackwall Goodyear, Max Axle Load: 15,000 lb.) (STD)
Tires, rear 225/70R19.5G highway blackwall Goodyear Max Axle Load: 15,000 lb. (STD)
Spare tire delete (STD)
Wheel, spare delete
Bumper, front, Black
Assist steps
Front fender extension, mold-in-color Black (Not available with (FNP) Body color front fender extension.)
Grille, base, molded in color, Black
Grille guard screen, insect protection (mounted behind grille)
Headlamps, halogen projector-beam
Lamps, cargo area, cab mounted with switch on center switch bank
Lamps, Smoked Amber roof marker
Lamps, rear, stop/turn/backup (1-piece assembly) with license plate light
Mirrors, outside high-visibility vertical camper-style, Black with manual folding and extension and lower convex spotter glass
Glass, solar absorbing, tinted
Antenna, fixed mast
Door handles, Black

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Data Version: 14774. Data Updated Sep 24, 2021 12:52:00 AM PDT



Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Entertainment

Audio system, 4.2" diagonal color display AM/FM stereo with USB port and auxiliary jack (Requires (AE7) front 40/20/40 split-bench seat. Not available with (UE1) OnStar or (U2K) SiriusXM Radio.) (STD)

SiriusXM, delete

6-speaker audio system

Interior

Seats, front 40/20/40 split-bench, 3-passenger driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD)

Interior trim, Jet Black/Dark Ash (Required and only available with (H2Q/H2R) Dark Ash seats with Jet Black interior accents.)

Seat trim, Vinyl

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)

Seat Belt, Black

Floor covering, Graphite-colored rubberized-vinyl

Steering wheel, urethane

Steering column, manual Tilt-Wheel

Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Speedometer, miles/kilometers

Driver Information Center, 3.5-inch diagonal monochromatic display, provides warning messages and basic vehicle information

Upfitter switch kit, provides up to 4-30 amp circuits to facilitate installation of aftermarket electrical accessories located on the instrument panel

Windows, power with driver express up and down and express down on all other windows

Door locks, power

Cruise control, steering wheel-mounted

Air conditioning, single-zone

Mirror, inside rearview manual day/night

Visors, driver and front passenger, vinyl

Assist handle, front passenger and driver on A-pillars

Safety-Mechanical

Brake, parking, driveline park brake system

Electronic Stability Control System with Traction Control includes Electronic Trailer Sway Control and Hill Start Assist

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Data Version: 14774. Data Updated: Sep 24, 2021 12:52:00 AM PDT.



Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Safety-Mechanical

Traction control

Safety-Exterior

Daytime Running Lamps, with automatic exterior lamp control

Safety-Interior

Airbags, Single-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Airbag deactivation switch, frontal passenger-side (Included and only available with (AY0) airbags.)

OnStar, delete

Horn, single-note

WARRANTY

Warranty Note: <<< Preliminary 2021 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years (Allison Basic): 5

Drivetrain Years: 5

Drivetrain Miles/km (Allison Basic): Unlimited

Drivetrain Miles/km: 100,000

Drivetrain Note: Duramax Diesel

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 100,000

Maintenance Note: 1 Year/1 Visit

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck

MSRP:\$53,300.00

Interior:Dark Ash seats with Jet Black interior accents, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible

Highway Service Transmission Automatic close-ratio 6 SPD with double overdrive, Allison, A2750HS

OPTIONS

CODE	MODEL	MSRP
CC56043	[Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck	\$53,300.00
OPTIONS		
008	Rear axle, 4.88 ratio	\$0.00
1WT	Work Truck Preferred Equipment Group	\$0.00
5DY	Electrical Provisions, rear of frame, upfitter, body builder wiring	\$230.00
9L3	Spare tire delete	\$0.00
AE7	Seats, front 40/20/40 split-bench, 3-passenger	\$0.00
DD7	GVWR, 23,500 lb. (10,659 kg)	\$8,450.00
EM1	Wheelbase, 199" (505.5 cm), 84" CA	\$180.00
F5N	Front suspension, 8,000 lb. (3,629 kg) multi-leaf, includes shock absorbers	\$100.00
FTL	Front axle, 8,000 lb., Dana/Spicer D800-N, "I"-beam, non-driving	\$500.00
FU7	Rear suspension, 15,500 lb. (7,031 kg) multi-leaf, vari-rate	\$50.00
GAZ	Summit White	\$0.00
H2Q	Dark Ash seats with Jet Black interior accents, Vinyl seat trim	\$0.00
IO3	Audio system, 4.2" diagonal color display	\$0.00
J27	Rear axle, 15,500 lb. (7,031 kg), Dana Spicer S16-130, single reduction	\$775.00
JL1	Trailer brake controller, integrated	\$275.00
L5D	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible	\$0.00

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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

MBX	Highway Service Transmission Automatic close-ratio 6 SPD with double overdrive, Allison, A2750HS	\$1,435.00
PTX	Power Take-Off (PTO), not installed	\$0.00
PWQ	Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted	\$0.00
R6Y	37,000 lb. GCWR (16,782 kg)	\$0.00
R7P	6500 HD Series	Inc.
UY7	Trailer provisions, trailering wire harness only, trailer combined (Stop/Tail/Turn) connection socket and harness mounted at rear of frame.	\$30.00
VQ1	Fleet Processing Option	\$0.00
XDV	Tires, front 225/70R19.5 H 130/128 L BW HWY Continental	\$130.00
YAP	Tires, rear 225/70R19.5 H 130/128 L BW HWY Continental	\$260.00
ZY1	Paint, solid	\$0.00
SUBTOTAL		\$63,715.00
Adjustments Total		\$0.00
Tire Weight Tax		\$26.64
Destination Charge		\$1,695.00
TOTAL PRICE		\$65,436.64

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Sep 24, 2021

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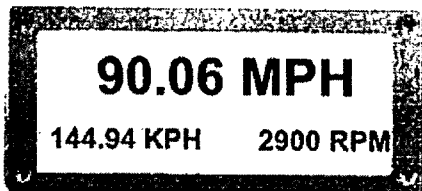
Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Geared Road Speed

SPECIFICATION SUMMARY

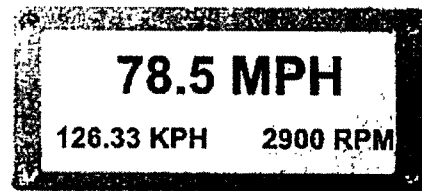
Model #	CC56043
Engine Order Code	L5D
Model Manufacturer	Duramax
Type	Turbocharged Diesel V8
Displacement	6.6L/402
Horsepower	350 @ 2700
Starting Torque	N/A
Transmission Order Code	MBX
Model Manufacturer	Allison
Type	6-Speed Automatic
Second Hip Room	60.24 in
Rear Axle Order Code	J27
Model Manufacturer	A2750HS Allison
Weight Rating	15500 lbs
Ratio:1	4.88
Rear Tires	225/70R19.5H
Revolutions/Mile Front	649
Revolutions/Mile Rear	649
Surface Type	Concrete
Desired Grade	2%

Geared Road Speed



0% Grade in 5th gear

Actual Loaded Speed



2% Grade in 5th gear

Note: Simulated speedometer appearance may not correspond with selected equipment.

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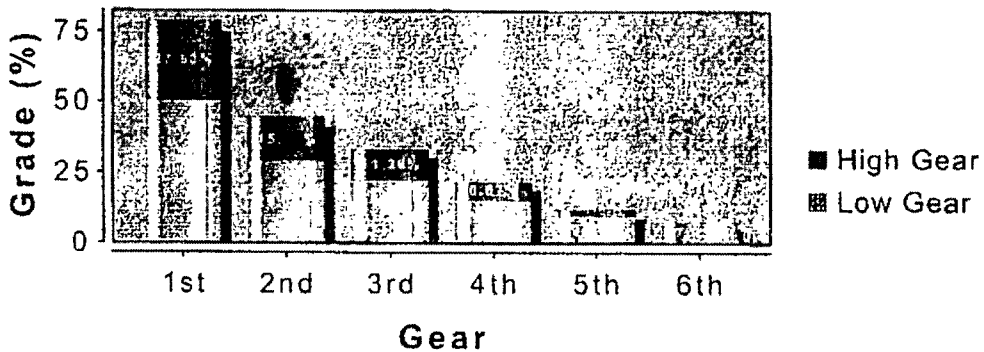


Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (✔ Complete)

Gradeability Chart

SPECIFICATION SUMMARY

Model #	CC56043
Engine Order Code	L5D
Model Manufacturer	Duramax
Type	Turbocharged Diesel V8
Displacement	6.6L/402
Horsepower	350 @ 2700
Starting Torque	N/A
Transmission Order Code	MBX
Model Manufacturer	Allison
Type	6-Speed Automatic
Second Hip Room	60.24 in
Rear Axle Order Code	J27
Model Manufacturer	A2750HS Allison
Weight Rating	15500 lbs
Ratio:1	4.88
Rear Tires	225/70R19.5H
Revolutions/Mile Front	649
Revolutions/Mile Rear	649
Surface Type	Concrete
Desired Grade	2%



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Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CC56043) 2WD Crew Cab Work Truck (Complete)

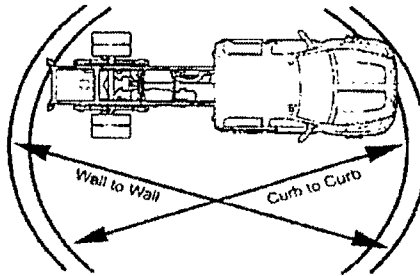
Turning Circle

SPECIFICATION SUMMARY

Model #	CC56043
Front Axle Order Code	FTL
Capacity (lbs)	8000 lbs
Wheelbase Order Code	EM1
Wheelbase (in)	199 in
Front Wheel Order Code	
Size/Type (in)	19.5 x 6.75 in
Front Tire Order Code	XDV
Size/Type	225/70R19.5H

Wall to Wall (ft): 57.3 ft

Wall to Wall diameter is measured from the outermost part of the cab.



Curb to Curb (ft): 55.7 ft

Curb to Curb diameter is measured from the outside of the front tire.

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Bonnie Kirsch

From: Zachary Riedinger <zriedinger@americanchevrolet.com>
Sent: Friday, September 24, 2021 12:53 PM
To: Bonnie Kirsch
Subject: RE: Quote Request- City of Lathrop
Attachments: 20210924123108058.pdf

Hi Bonnie

Here is the information on the 6500.

L 3290-21 KMT1 Knapheide 6132DLR-44K: 11 ft crane body with torq-isolator crane support system. A-40 galvaneal compartments and doors, 3/16" treadplate floor, 1/8" tops and backs, full-seam continuously welded. 12 gauge bottom and end panels of compartments and double panel 14 gauge outside panels. Exclusive 12 stage K-coat protection includes 12 stages of cleaning, pre-treat, electrodeposition prime coat, rinse, and curing. (6) recessed cargo tie-downs in floor – 6,000# capacity, (2) heavy duty aluminum grab handles, and LED stop/tail/turn lights, clearance lights, & backup lights. 21" work surface bumper with thru compartment, vise plate, & 2.5" receiver tube. (2) Grip-Strut flex steps, (1) each side of rear tailshelf. 16" high double panel slam tailgate with center latch and flat space for tailgate graphics. KnapLiner: Commercial grade spray-on bed liner applied to cargo floor, sides, compartment tops, bulkhead, tailgate, and rear bumper Stellar 7621 Service Crane: Max 7,500lb lifting capacity (38,000ft-lbs), 21' hydraulic reach, planetary winch 60'/min speed, and double-acting cylinders w/integral holding valves. Filters, crane hook, snatch block, anti-two block device & hydraulic shutdown, 3/8" cable, boom support, wireless remote control (RF) with back up pendant control, PTO, hydraulic pump for crane, hydraulic reservoir with guard, & remote docking / charge station for crane remote Control Panel: Power Cell, controller and (8) button switch panel in the rear crane compartment. CAN-bus system with continuous working load of 115 amps, features built in overload current protection for the system and operator safety. Control panel with LCD display installed in cab Hydraulic Air Compressor: Boss 40 CFM hydraulic compressor with Reelcraft 50' x 1/2" hose reel and roller fairlead through the right rear compartment. FLR system and underbody air tank included with compressor. Welder Bracket: Welder mounting plate installed on the street side compartment top at rear Side Compartments: 44" high side packs and 60" high right front vertical compartment with automotive quality 3-pt T-handles 1st Vertical Side Compartment: 7 drawer unit – 3-3" high drawers, 3-5" hig

drawers, and 1-7" high drawer (street side) / Gas bottle retainer (2 bottles), vented top & bottom; Full height vertical partition with 3 adjustable divider shelves (curbside) 2nd Vertical Side Compartment: 2 adjustable divider shelves with 4 dividers each (street & curbside) 1st Horizontal Side Compartment: Bolt bin storage unit (street side) / bolt-in divider shelf with 8 dividers (curbside) 3rd Vertical Side Compartment: 2 adjustable divider shelves with 4 dividers each (street side) / Fixed shelf (curbside) Master Locking System: Secures one entire side of compartments with a padlock in one easy motion and acts as a visual theft deterrent Padlocks: (2) codeable padlocks by OEM ignition key for master locking system stowed in cab Cab Protector: with punched window Auxiliary Lighting: (4) LED work lights installed & LED compartment lights installed per each compartment except bottle gas compartment Strobe system: S/T/T backup lights with integrated strobes & built in reflectivity; (2) LED strobe lights installed on front grill Outriggers: Hydraulic out / hydraulic down at curbside and hydraulic down at street side Backup Alarm: 97 db audible alarm Backup Camera: OEM backup camera installed Trim Package: Full height aluminum rock guards installed on the front end panels and aluminum treadplate trim on slam tailgate in lieu of KnapLiner Trailer Plug: 7-way flat trailer plug installed Finish Paint: Body interior / exterior painted single stage to match cab

Options below can be added;

ITEM 4.10

CITY MANAGER'S REPORT OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE A BUDGET AMENDMENT TO FUND A MAINTENANCE WORKER I/II POSITION FOR THE PARKS, RECREATION AND MAINTENANCE SERVICES DEPARTMENT

RECOMMENDATION: Adopt a Resolution to Approve Funding for a Maintenance Worker I/II Position for the Parks, Recreation and Maintenance Services Department and Amend the Position Control Roster.

SUMMARY:

The Parks, Recreation and Maintenance Services Department is responsible for the daily maintenance of City streets, parks and buildings. Due to the City's current growth plan, the Parks, Recreation and Maintenance Services Department is requesting funding for one (1) additional Maintenance Worker I/II position in the Parks, Recreation and Maintenance Services Department.

BACKGROUND:

The Parks, Recreation and Maintenance Services Department is responsible for the daily operations and maintenance of the City's parks, streets and buildings. As the City grows, it is necessary to expand staff in order to keep up with the daily needs of the City's growing infrastructure. Based on current and future construction trends, there is a need for an additional full-time Maintenance Worker I/II to meet the demands of the City's daily operations.

RECOMMENDATION:

Staff recommends Council consider approval of a budget amendment to fund one (1) additional Maintenance Worker I/II position in the Parks, Recreation and Maintenance Services Department. This will allow staff to maintain daily servicing operations for the City's infrastructure.

FISCAL IMPACT:

Staff requests City Council consider approval a budget amendment to fund an additional Maintenance Worker I/II position as follows:

FY 2021-22

Increase Expenditures
1010-30-10-410-1100

\$87,500

CITY MANAGER'S REPORT
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
APPROVE A BUDGET AMENDMENT TO FUND A MAINTENANCE WORKER I/II
POSITION FOR THE PARKS, RECREATION AND MAINTENANCE SERVICES
DEPARTMENT

PAGE 2

FY 2022-23

Increase Expenditures

1010-30-10-410-1100

\$131,200

ATTACHMENTS:

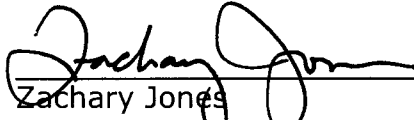
- A. A Resolution of the City Council of the City of Lathrop Approving a Budget Amendment to Fund one (1) additional Maintenance Worker I/II Position for the Parks, Recreation and Maintenance Services Department and Amend the Position Control Roster

- B. Position Control Roster

CITY MANAGER'S REPORT
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
APPROVE A BUDGET AMENDMENT TO FUND A MAINTENANCE WORKER I/II
POSITION FOR THE PARKS, RECREATION AND MAINTENANCE SERVICES
DEPARTMENT

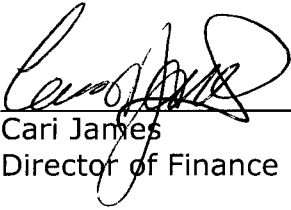
PAGE 3

APPROVALS:



Zachary Jones
Director of Parks, Recreation and Maintenance Services

10.5.2021
Date



Cari James
Director of Finance

10/6/2021
Date



Salvador Navarrete
City Attorney

10.6.2021
Date



Stephen J. Salvatore
City Manager

10.6.21
Date

RESOLUTION NO

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING A BUDGET AMENDMENT TO FUND AN ADDITIONAL
MAINTENANCE WORKER I/II POSITION FOR THE PARKS, RECREATION
AND MAINTENANCE SERVICES DEPARTMENT AND AMEND THE POSITION
CONTROL ROSTER**

WHEREAS, the City is expanding and additional staffing is needed to continue to meet the service level expectations of the community as the City continues to grow; and

WHEREAS, the Parks, Recreation and Maintenance Services Department is responsible for the daily maintenance of City streets, parks and buildings; and

WHEREAS, the City Manager recommends funding one (1) additional Maintenance Worker I/II position in the Parks, Recreation and Maintenance Services Department.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop approves the funding to adding one (1) additional Maintenance Worker I/II position in the Parks, Recreation and Maintenance Services Department and the amendment to Position Control Roster; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approve the following budget amendment to the adopted budget as follows:

FY 2021-22

Increase Expenditures

1010-30-10-410-1100

\$87,500

FY 2022-23

Increase Expenditures

1010-30-10-410-1100

\$131,200

ATTACHMENT A

The foregoing resolution was passed and adopted this 11th day of October 2021, by the following vote of:

AYES:

NOES:

ABSTAIN:

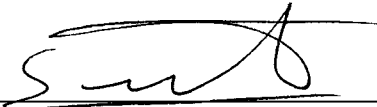
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

	2021/22 Adopted	2021/22 Amended 10/11/21	2022/23 Adopted	2022/23 Amended 10/11/21
CITY ATTORNEY				
City Attorney				
Administrative Assistant I/II/III	1.00	1.00	1.00	1.00
City Attorney	1.00	1.00	1.00	1.00
Senior Administrative Assistant	1.00	1.00	1.00	1.00
Total	3.00	3.00	3.00	3.00
CITY ATTORNEY - Total	3.00	3.00	3.00	3.00
CITY CLERK				
City Clerk				
Deputy City Clerk	1.00	1.00	1.00	1.00
Director of Government Services/City Clerk	0.50	0.50	0.50	0.50
Total	1.50	1.50	1.50	1.50
CITY CLERK - Total	1.50	1.50	1.50	1.50
CITY MANAGER				
City Manager				
City Engineer	0.15	0.15	0.15	0.15
City Manager	1.00	1.00	1.00	1.00
Director of Government Services/City Clerk	0.50	0.50	0.50	0.50
Economic Development Administrator	1.00	1.00	1.00	1.00
Total	2.65	2.65	2.65	2.65
CITY MANAGER - Total	2.65	2.65	2.65	2.65
COMMUNITY DEVELOPMENT				
Planning				
Administrative Assistant I/II/III	0.33	0.33	0.33	0.33
Associate Planner	1.00	1.00	1.00	1.00
Director of Community Development	1.00	1.00	1.00	1.00
Principal Planner	1.00	1.00	1.00	1.00
Senior Administrative Assistant	1.00	1.00	1.00	1.00
Total	4.33	4.33	4.33	4.33
COMMUNITY DEVELOPMENT - Total	4.33	4.33	4.33	4.33

	2021/22 Adopted	2021/22 Amended 10/11/21	2022/23 Adopted	2022/23 Amended 10/11/21
FINANCE				
Finance				
Accountant I/II	1.00	2.00	1.00	2.00
Accounting Manager	1.00	1.00	1.00	1.00
Accounting Specialist I/II/Technician	5.00	5.00	5.00	5.00
Administrative Technician I/II	1.00	1.00	1.00	1.00
Deputy Finance Director	1.00	1.00	1.00	1.00
Director of Finance	1.00	1.00	1.00	1.00
Finance Manager	1.00	1.00	1.00	1.00
Management Analyst I/II	0.50	0.50	0.50	0.50
Senior Administrative Assistant	1.00	1.00	1.00	1.00
Senior Management Analyst	1.00	1.00	1.00	1.00
Total	13.50	14.50	13.50	14.50
FINANCE - Total	13.50	14.50	13.50	14.50
HUMAN RESOURCES				
Human Resources				
Human Resources Director	1.00	1.00	1.00	1.00
Human Resources Manager	1.00	1.00	1.00	1.00
HR Analyst I/II	0.00	1.00	0.00	1.00
Total	2.00	3.00	2.00	3.00
HUMAN RESOURCES - Total	2.00	3.00	2.00	3.00
INFORMATION TECHNOLOGY				
Information Technology				
Administrative Assistant I/II/III	0.50	0.50	0.50	0.50
Chief Information Officer	1.00	1.00	1.00	1.00
Information Technology Engineer I/II/III	3.00	5.00	3.00	5.00
Total	4.50	6.50	4.50	6.50
INFORMATION TECHNOLOGY - Total	4.50	6.50	4.50	6.50

	2021/22 Adopted	2021/22 Amended 10/11/21	2022/23 Adopted	2022/23 Amended 10/11/21
POLICE DEPARTMENT				
Sworn				
Police Chief	1.00	1.00	1.00	1.00
Police Commander	2.00	2.00	2.00	2.00
Police Detective	2.00	2.00	1.00	1.00
Police Officer	22.00	22.00	18.50	18.50
Police Sergeant	6.00	6.00	5.00	5.00
Total	33.00	33.00	27.50	27.50
Non-Sworn				
Crime & Intelligence Analyst	0.00	1.00	0.00	1.00
Police Records Assistant I/II	0.00	2.00	0.00	2.00
Police Records Supervisor	0.00	1.00	0.00	1.00
Total	0.00	4.00	0.00	4.00
Administration				
Management Analyst I/II	0.00	0.00	1.00	1.00
Executive Assistant (Police Services Manager Underfill)	0.00	0.00	1.00	1.00
Senior Administrative Assistant	0.00	0.00	1.00	1.00
Total	0.00	0.00	3.00	3.00
Community Services Division				
Community Services Supervisor	1.00	1.00	1.00	1.00
Community Services Officer I/II/III	3.00	5.00	3.00	5.00
Administrative Assistant I/II/III	0.50	0.50	0.50	0.50
Animal Services Assistant	1.00	1.00	1.00	1.00
Total	5.50	7.50	5.50	7.50
POLICE DEPARTMENT - Total	38.50	44.50	36.00	42.00

	2021/22 Adopted	2021/22 Amended 10/11/21	2022/23 Adopted	2022/23 Amended 10/11/21
MEASURE C				
Administrative Assistant I/II/III	1.00	1.00	1.00	1.00
Deputy Director of Parks, Recreation and Maint. Services	1.00	1.00	1.00	1.00
Recreation Leader	0.90	0.90	0.90	0.90
Senior Recreation Leader	1.00	1.00	1.00	1.00
Total	3.90	3.90	3.90	3.90
Essential City Services - Contract Staff				
Deputy Sheriff II	1.00	1.00	0.00	0.00
Deputy Sheriff II for Community Impact	1.00	1.00	0.00	0.00
Deputy Sheriff II for Investigations	1.00	1.00	0.00	0.00
Deputy Sheriff II for School Resource Off	1.00	1.00	0.00	0.00
Deputy Sheriff II Patrol	0.50	0.50	0.00	0.00
Sergeant to serve as Supervisor	1.00	1.00	0.00	0.00
Total	5.50	5.50	0.00	0.00
Essential City Services - Police Department				
Police Detective	0.00	0.00	1.00	1.00
Police Officer	0.00	0.00	3.50	3.50
Police Sergeant	0.00	0.00	1.00	1.00
Total	0.00	0.00	5.50	5.50
Lathrop Manteca Fire District				
Battalion Chiefs	1.98	1.98	1.98	1.98
Firefighters/Engineers	6.00	6.00	6.00	6.00
Total	7.98	7.98	7.98	7.98
MEASURE C - Total	17.38	17.38	17.38	17.38

	2021/22 Adopted	2021/22 Amended 10/11/21	2022/23 Adopted	2022/23 Amended 10/11/21
PARKS, RECREATION AND MAINTENANCE SERVICES				
Parks and Recreation				
Administrative Assistant I/II/III	1.00	1.00	1.00	1.00
Director of Parks, Recreation and Maintenance Services	1.00	1.00	1.00	1.00
Management Analyst I/II	1.25	1.25	1.25	1.25
Recreation Coordinator	3.00	3.00	3.00	3.00
Recreation Leaders	8.55	8.55	8.55	8.55
Recreation Supervisor	1.00	1.00	1.00	1.00
Senior Recreation Leaders	3.35	3.35	4.35	4.35
Total	19.15	19.15	20.15	20.15
Maintenance Services				
Maintenance Services Supervisor	1.00	1.00	1.00	1.00
Maintenance Worker I/II/III	9.00	10.00	9.00	10.00
Total	10.00	11.00	10.00	11.00
PARKS, RECREATION AND MAINTENANCE SERVICES - Total	29.15	30.15	30.15	31.15
PUBLIC SAFETY				
Administration				
Management Analyst I/II	1.00	1.00	0.00	0.00
Police Services Manager	1.00	1.00	0.00	0.00
Senior Administrative Assistant	1.00	1.00	0.00	0.00
Total	3.00	3.00	0.00	0.00
Contract Staff				
Chief of Police	1.00	1.00	0.00	0.00
Deputy Sheriff II for Com Resource Off	1.00	1.00	0.00	0.00
Deputy Sheriff II for Investigations	1.00	1.00	0.00	0.00
Deputy Sheriff II for Patrol	16.50	16.50	0.00	0.00
Deputy Sheriff II for School Resource Off	1.00	1.00	0.00	0.00
Lieutenant to serve as Supervisor	1.00	1.00	0.00	0.00
Sergeant to serve as Supervisor	1.00	1.00	0.00	0.00
Total	22.50	22.50	0.00	0.00
PUBLIC SAFETY - Total	25.50	25.50	0.00	0.00



	2021/22 Adopted	2021/22 Amended 10/11/21	2022/23 Adopted	2022/23 Amended 10/11/21
PUBLIC WORKS				
Building				
Administrative Assistant I/II/III	0.33	0.33	0.33	0.33
Building Inspector I/II/III	2.00	2.00	2.00	2.00
Chief Building Official	1.00	1.00	1.00	1.00
Permit and Plan Check Supervisor	1.00	1.00	1.00	1.00
Permit Technician	2.00	2.00	2.00	2.00
Total	6.33	6.33	6.33	6.33
Public Works				
Administrative Assistant I/II	2.34	2.34	2.34	2.34
Assistant Engineer	1.00	1.00	1.00	1.00
Associate Engineer	1.00	1.00	1.00	1.00
City Engineer	0.85	0.85	0.85	0.85
Construction Inspector I/II	2.00	2.00	2.00	2.00
Construction Inspector III	1.00	1.00	1.00	1.00
Construction Superintendent	1.00	1.00	1.00	1.00
Director of Public Works	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00
Land Development Manager	1.00	1.00	1.00	1.00
Management Analyst I/II	0.25	0.25	0.25	0.25
Meter Reader	1.00	1.00	1.00	1.00
Senior Administrative Assistant	1.00	1.00	1.00	1.00
Senior Civil Engineer	1.00	1.00	1.00	1.00
Senior Construction Manager	1.00	1.00	1.00	1.00
Utility Operations Superintendent	1.00	1.00	1.00	1.00
Utility Operator I/II/III	6.00	6.00	6.00	6.00
Utility Plant Manager	1.00	1.00	1.00	1.00
Total	24.44	24.44	24.44	24.44
PUBLIC WORKS - Total	30.77	30.77	30.77	30.77
Grand Total	172.78	183.78	145.78	156.78
Total City Staff Positions	136.80	147.80	137.80	148.80
Total Contractual Positions	35.98	35.98	7.98	7.98
Total Funded Positions	172.78	183.78	145.78	156.78

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ITEM 4.11

CITY MANAGER'S REPORT OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **AWARD CONSTRUCTION CONTRACT TO G&G BUILDERS, INC. FOR THE MANUEL VALVERDE PARK SHELTER IMPROVEMENTS, CIP PK 22-08 AND RELATED BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Awarding a Construction Contract to G&G Builders, Inc. for the Manuel Valverde Park Shelter Improvements, Capital Improvement Project (CIP) PK 22-08 and Approve Related Budget Amendment**

SUMMARY:

The Manuel Valverde Park Shelter Improvements, CIP PK 22-08 (Project) was created to replace the aging concrete patios, shade shelters and outdoor furniture at the Community Center and the Senior Center. The plans and specifications for the construction of the Project were advertised on August 27, 2021 in accordance with California Public Contract Code (PCC) and Lathrop Municipal Code (LMC).

A total of nine (9) bids were received and opened by Public Works on September 28, 2021. Based on review and evaluation of the bids, the lowest responsive and responsible bidder was determined to be G&G Builders, Inc. (G&G), with a bid of \$337,554.

Staff requests City Council award a construction contract to G&G for construction of the Project in the amount of \$337,554 plus a 10% construction contingency in the amount of \$33,755 for a total cost not to exceed \$371,309.

On June 3, 2021, the City Council approved the Biennial Budget for Fiscal Years 21/22 and 22/23. The budget included funding from the General Fund for project PK 22-08 in the amount of \$330,000. Additional funding will be needed to cover the contract funding shortfall in addition to minor adjustments to landscape and irrigation that will be made in the field as the job progresses. Therefore, Staff requests City Council approve a budget amendment transferring an additional \$45,000 from the General Fund Reserves (1010) to the CIP Project Fund (3010).

BACKGROUND:

The outdoor patios at the Community Center and Senior Center provide pleasant outdoor accommodations for residents and guests, and are important spaces at each facility. Constructed over 20 years ago, the main components of these facilities are nearing the ends of their service lives, especially the furniture and shade shelters. On June 2, 2021, City Council approved the creation of the Manuel Valverde Park Shelter Improvements Capital Improvement Project (CIP) PK 22-08 to replace the concrete patio slabs, wooden shade shelters and exterior furniture comprising the patio spaces at both the Community Center and the Senior Center.

**OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
 AWARD CONSTRUCTION CONTRACT TO G&G BUILDERS, INC. FOR THE
 MANUEL VALVERDE PARK SHELTER IMPROVEMENTS, CIP PK 22-08 AND
 RELATED BUDGET AMENDMENT**

Existing tables and benches are well worn, and in need of replacement. New ADA-compliant exterior seating and picnic tables will be installed, including a “game” table with embedded checkerboard at the Senior Center.

The existing shade shelters are nearing the end of their service lives due to the deterioration of their wooden structure. The powder-coated steel construction of the replacement shelters will last for many decades, and custom gable ornamentation will soften the appearance of the structural components. The continuous metal roof will provide more and deeper shade than that created by the louvres on the existing shelters.

The existing concrete patios will be replaced with slightly larger slabs with improved steel reinforcement, and the BBQ at the Community Center will be repositioned to accommodate additional seating. New durable steel waste receptacles will complete the improvements, and small adjustments will be made to existing walkways and landscape to accommodate expanded patio areas.

The plans and specifications for the construction of this project were completed by Public Works staff and advertised on August 27, 2021, in accordance with CA PCC 20160 and LMC 2.36.060. A total of nine (9) bids were received, both determined to be responsive and responsible. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results

Contractor	Total Bid
G & G Builders, Inc.	\$337,554
Goodland Landscape Construction, Inc.	\$343,005
HBC Enterprises	\$367,989
Group H Construction, Inc.	\$400,000
Taylor Backhoe Service dba TBS Contractors	\$407,874
Emert Construction, Inc.	\$464,998
B E A M Construction Enterprises, Inc.	\$476,500
F. Loduca Company	\$493,027
Pro Ex Construction, Inc.	\$648,220

Staff reviewed and evaluated the bids, and determined that the lowest responsive and responsible bidder is G&G. Staff requests City Council adopt a resolution awarding a construction contract to G&G for the amount of \$337,554. Staff also requests City Council authorize a 10% construction contingency of \$33,755, and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$371,309.

CITY MANAGER’S REPORT **PAGE 3**
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO G&G BUILDERS, INC. FOR THE
MANUEL VALVERDE PARK SHELTER IMPROVEMENTS, CIP PK 22-08 AND
RELATED BUDGET AMENDMENT

REASON FOR RECOMMENDATION:

The existing concrete slabs, wooden shade shelters and tables and seating are nearing the ends of their service lives. This project will provide attractive and long-lasting outdoor gathering accommodations for the Community and Senior Centers.

FISCAL IMPACT:

The proposed construction contract with G&G is for \$337,554. A 10% construction contingency is requested in the amount of \$33,755 for a total cost not to exceed \$371,309.

Funding for this project was included in the FY 21/22 budget; however, sufficient funds were not allocated. Therefore, staff requests City Council approve a budget amendment transferring \$45,000 from the General Fund Reserves (1010) to the CIP Project Fund (3010) as follows:

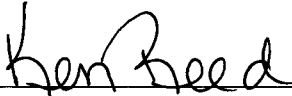
<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$45,000
 <u>Increase Transfer In</u>		
3010-9900-393-0000	PK 22-08	\$45,000
 <u>Increase Appropriation</u>		
3010-8000-420-1200	PK 22-08	\$45,000

ATTACHMENTS:

- A. Resolution Awarding a Construction Contract to G&G Builders, Inc. for the Manuel Valverde Park Shelter Improvements, Capital Improvement Project (CIP) PK 22-08 and Approve Related Budget Amendment
- B. Construction Contract with G&G Builders, Inc. for the Manuel Valverde Park Shelter Improvements, CIP PK 22-08


CITY MANAGER'S REPORT
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO G&G BUILDERS, INC. FOR THE
MANUEL VALVERDE PARK SHELTER IMPROVEMENTS, CIP PK 22-08 AND
RELATED BUDGET AMENDMENT

APPROVALS:



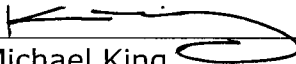
Ken Reed
Senior Construction Manager

10-4-2021
Date



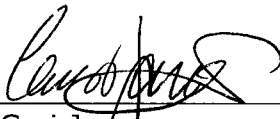
Zachary Jones
Parks, Recreation and Maintenance
Services Director

10-5-2021
Date



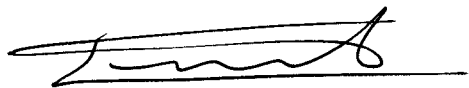
Michael King
Public Works Director

10.4.2021
Date




Cari James
Finance Director

10/3/2021
Date



Salvador Navarrete
City Attorney

10.4.2021
Date



Stephen J. Salvatore
City Manager

10.5.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A CONSTRUCTION CONTRACT TO G&G BUILDERS, INC. FOR THE MANUEL VALVERDE PARK SHELTER IMPROVEMENTS, CAPITAL IMPROVEMENT PROJECT (CIP) PK 22-08 AND APPROVE RELATED BUDGET AMENDMENT

WHEREAS, the Manuel Valverde Park Shelter Improvements, Capital Improvement Project (CIP) PK 22-08 was created to replace the aging concrete patios, shade shelters and outdoor furniture at the Community Center and the Senior Center; and

WHEREAS, the plans and specifications for this project were developed by Public Works staff and advertised for bid on August 27, 2021 in accordance with Public Contract Code Section 20160, and with Lathrop Municipal Code (LMC) Chapter 3.30.060; and

WHEREAS, a total of nine (9) bids were received and opened by Public Works on September 28, 2021; and

WHEREAS, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be G&G Builders, Inc. with a bid of \$337,554; and

WHEREAS, staff requests the City Council award a construction contract to G&G Builders, Inc. in the amount of \$337,554; and

WHEREAS, staff also requests Council authorize a 10% construction contingency in the amount of \$33,755 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$371,309; and

WHEREAS, sufficient funds were not allocated in the adopted FY 21/22 Budget; therefore, staff requests City Council approve a budget amendment transferring \$45,000 from the General Fund Reserves (1010) to the Project CIP Fund (3010) as follows:

<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$45,000
<u>Increase Transfer In</u>		
3010-9900-393-0000	PK 22-08	\$45,000
<u>Increase Appropriation</u>		
3010-8000-420-1200	PK 22-08	\$45,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby awards a construction contract to G&G Builders, Inc. for Manuel Valverde Park Shelter Improvements, CIP PK 22-08 for a cost of \$337,554; 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 \$33,755 for a total cost not to exceed \$371,309 for the construction and authorizes staff to spend up to this amount as necessary to accomplish the goals of the project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop also approves a budget amendment transferring \$45,000 from the General Fund Reserves (1010) to the Project 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 11th day of October 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

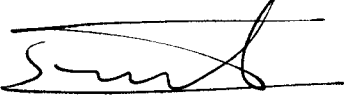
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CONSTRUCTION CONTRACT

This Contract, dated **Ocotober 11, 2021**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **G&G Builders, Inc.** (Contractor), whose Taxpayer Identification Number is_____.

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

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. General Scope of Project and Work. Construction Documents for the, **CIP PK 22-08, Manuel Valverde Park Shelter Improvements** (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 demolition, hauling and disposing of two (2) existing wooden shade shelters, associated concrete slabs and outdoor furnishings, and construction of two (2) concrete slabs and metal shade shelters and provision and installation of new exterior furnishings.

The work shall be **completed within 70 working days** following issuance of Notice to Proceed.

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

Bid Total: \$ 337,554 (Three Hundred Thirty Seven Thousand, Five Hundred Fifty Four Dollars)

3. Construction Documents. This Contract shall include the Construction Documents, which are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and guaranty) and the Bid Documents submitted by **G&G Builders, Inc.** on September 28, 2021. 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

To City: City of Lathrop
Department of Public Works
390 Towne Centre Drive
Lathrop, CA 95330
PHONE: (209) 941-7430
FAX: (209) 941-7449
ATTN: Senior Construction Manager

To Contractor: G&G Builders, Inc.
Mailing Address: 4542 Contractors Place Livermore, CA 94551
Phone: (925) 846-9023
Email: _____
ATTN: _____

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 Packet

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:

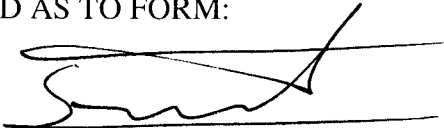
By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By:  _____
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Michael King, Director of Public Works

APPROVED:

By: _____
Stephen J. Salvatore, City Manager

(END OF SECTION)

BID PROPOSAL FORMS

TO: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

ATTENTION: City Clerk

FOR: **MANUEL VALVERDE PARK SHELTER IMPROVEMENTS, CIP PK
22-08**

THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

LEGAL COMPLIANCE

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Construction Documents; and he proposes and agrees that if this Bid is accepted he will contract with the City of Lathrop, in the form of the Contract as set forth in the Construction Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore the price as proposed in the following Bid Schedule.

SCHEDULE OF PRICES

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

BASIS OF AWARD

The basis for award of the contract will be the price of the base bid. The City of Lathrop reserves the right to award the work contemplated by only the Base Bid, or none of the work.

SECTION 00300

MANUEL VALVERDE PARK SHELTER IMPROVEMENTS
CIP PK 22-08

BID PROPOSAL FORMS

MANUEL VALVERDE PARK SHELTER IMPROVEMENTS, CIP PK 22-08

BASE BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	ESCP Provision and Implementation	1	LS	\$2,177.00	\$2,177.00
2	Demolition, Offhaul and Proper Disposal of Existing Wooden Arbors and Planter Boxes	1	LS	\$16,822.00	\$16,822.00
3	Demolition, Offhaul and Proper Disposal of Existing PCC slabs	2,200	SF	\$ 7.55	\$16,594.00
4	Furnish and Install (2) PCC Slabs	2,200	SF	\$ 22.58	\$49,665.00
5	Furnish & Install Poligon model REK Shade Shelter or equal for Community Center @ 30' x 44' x 10'	1	LS	\$98,393.00	\$98,393.00
6	Furnish & Install Poligon model REK Shade Shelter or equal for Senior Center @ 20' x 44' x 10'	1	LS	\$75,783.00	\$75,783.00
7	Trash Receptacles, Du Mor Receptacle 84	4	EA	\$2,050.50	\$8,202.00
8	Furnish & Install Du Mor Table/Bench, model 448-44	5	EA	\$6,412.60	\$32,063.00
9	Furnish & Install Du Mor Table/Bench, model 448-44 Game Option Checkerboard	1	EA	\$7,058.00	\$7,058.00
10	Furnish & Install Du Mor ADA Table/Bench, model 448-43	1	EA	\$5,440.00	\$5,440.00
11	Furnish & Install Du Mor ADA Table/Bench, model 448-43 Game Option Checkerboard	1	EA	\$6,350.00	\$6,350.00
12	Furnish & Install Outdoor Creations Table / Bench Model 100SSK	7	EA	\$1,843.57	\$12,905.00
13	Furnish & Install Outdoor Creations ADA Table / Bench Model 100SKLE	1	EA	\$2,094.00	\$2,094.00
14	Furnish & Install Outdoor Creations ADA Table / Bench Model 100SKRE	1	EA	\$2,197.00	\$2,197.00
15	Relocate BBQ	2	EA	\$892.00	\$1,784.00

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SECTION 00300

MANUEL VALVERDE PARK SHELTER IMPROVEMENTS
CIP PK 22-08

BID PROPOSAL FORMS

BASE BID: \$337,527.00

BASE BID IN WORDS: Three Hundred, Thirty Seven Thousand - Five Hundred, Twenty Seven Dollars & No Cents

INFORMATION REQUIRED OF BIDDER

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

BIDDER'S INFORMATION

(1) Bidder's name and address:

G & G Builders, Inc.
4542 Contractors Place
Livermore, CA 94551

(2) Bidder's telephone number: (925) 846-9023

(3) Bidder's fax number: (925) 846-9152

(4) Bidder's Contractor's License (Class): A & B

License No.: 750759

Expires: 06/22/2021

(5) Person who inspected site of proposed work for Contractor's firm:

Name: Gerard Callahan Date of Inspection: 09/27/2021

(6) List 3 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
La Colina Park	\$386,710.00	City of San Jose - San Jose, CA Stacey Palomar / (408) 535-8409
Huck & Sullivan Parks	\$370,288.00	City of Tracy - Tracy, CA Leissen Mazangios / (209) 831-6467

SECTION 00300

MANUEL VALVERDE PARK SHELTER IMPROVEMENTS
CIP PK 22-08

BID PROPOSAL FORMS

SJUSD Playground Modernizations	\$772,359.00	SJUSD Various Sites - San Jose, CA Larry Fogelqvist / (707) 438-3790
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00300-4

SECTION 00300

MANUEL VALVERDE PARK SHELTER IMPROVEMENTS
CIP PK 22-08

BID PROPOSAL FORMS

LIST OF SUBCONTRACTORS:

The Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the WORK which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor / Address / Phone #</u>
1. Concrete	868242	18%	Luminart Concrete - (925) 785-7020 1024 Serpentine Lane, Suite 105 Pleasanton, CA 94566
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

Note: Attach additional sheets if required.

SECTION 00300

MANUEL VALVERDE PARK SHELTER IMPROVEMENTS
CIP PK 22-08

BID PROPOSAL FORMS

ADDENDA

Bidder certifies he reviewed ARC Stockton's website for addenda within 48 hours of bid opening and acknowledges receipt of the following addendum (addenda):

#1 9/14/21 _____

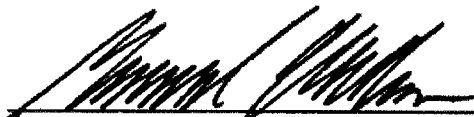
Respectfully submitted,

09/21/2021

Dated

G & G Builders, Inc.

Legal Name of Firm



Signature of Authorized Representative

(Seal)

(If Bidder is a corporation, show State in which incorporated.)

California

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

Gerard Callahan - President / Manager

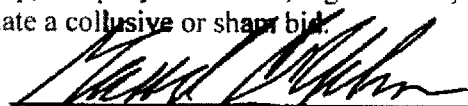
Lorraine Callahan - Secretary / Treasure

NONCOLLUSION AFFIDAVIT

STATE OF)
)
COUNTY OF) ss.

Gerard Callahan, being first duly sworn, deposes and says that he or she is

President of G & G Builders, Inc. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associated, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.


Signature of: President Secretary,
Manager, Project Manager or Representative

The County of Alameda

State of California

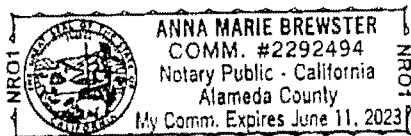
Subscribed and sworn to (or affirmed) before me

on this 27 day of SEPT, 2021, by

GERARD PETER CALLAHAN, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature Anna Marie Brewster



SECTION 00300

MANUEL VALVERDE PARK SHELTER IMPROVEMENTS
CIP PK 22-08

BID PROPOSAL FORMS

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder, who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(END OF SECTION)

00300-9

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ITEM 4.12

CITY MANAGER'S REPORT OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF TASK ORDER NO. 7 WITH CRANE TRANSPORTATION GROUP FOR THE PREPARATION OF THE 2022 TRAFFIC MONITORING PROGRAM AND ANALYSIS AND RELATED BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Approving Task Order No. 7 with Crane Transportation Group for the Preparation of the 2022 Traffic Monitoring Program and Analysis, Pursuant to Master Consulting Agreement dated June 11, 2018 and Related Budget Amendment**

SUMMARY:

The Development Agreements and Environmental Impact Reports for development projects requires that each developer participate and fund the Traffic Monitoring Program (TMP). The TMP monitors roadway conditions, projects future roadway congestion, and schedules roadway improvements to keep traffic congestion at an acceptable level. On June 11, 2018, City Council approved a Master Professional Services Consulting Agreement with Crane Transportation Group (CTG), for traffic analysis.

Staff recommends City Council approve Task Order No. 7 in the amount of \$98,170 with CTG, to provide the Citywide Traffic Counts and the 2022 Traffic Monitoring Program. The services provided by CTG will be fully funded by developers and the costs for these services will only be paid if the revenue has been received. Sufficient funds were not included in the approved fiscal year 2021-22 budget. Therefore, staff request City Council also approve a budget amendment to fund (2020) Land Development Engineering.

BACKGROUND:

The Development Agreements and Environmental Impact Reports for development projects requires that each developer participate and fund the TMP. The TMP monitors roadway conditions, projects future roadway congestion, and schedules roadway improvements to keep traffic congestion at an acceptable level.

The TMP is important because it establishes performance standards and details how operations of the roadway system are to be monitored as well as how to schedule improvements to avoid the roadway system from falling below the acceptable standards of operation. Developers are required to fund the TMP on a continuing basis until all required traffic improvements have been completed.

CITY MANAGER’S REPORT **PAGE 2**
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF TASK ORDER NO. 7 WITH CRANE TRANSPORTATION GROUP
FOR THE PREPARATION OF THE 2022 TRAFFIC MONITORING PROGRAM AND
ANALYSIS AND RELATED BUDGET AMENDMENT

The last TMP was prepared in 2018, and due to the drastic increase in development, the TMP needs to be updated.

Below is an overview of the proposed services by CTG;

- Citywide Traffic Count Operations – This task order includes traffic counts and turning movements at the City’s major intersections. It also includes counts on major roadway segments including freeway interchanges. These are required to establish a baseline for all automotive and truck activities. The traffic counts support the preparation of the Transportation Monitoring Program as well as the General Plan Circulation Element update and supporting General Plan Environmental Impact Report.
- Year 2022 Citywide Traffic Monitoring Program Study – The Traffic Monitoring Program analyzes and documents traffic impacts under existing conditions and projects future traffic conditions while taking into consideration proposed/planned land use developments and planned circulation system improvements. With this information, CTG will identify significant impacts and mitigations to prevent any traffic congestion above the acceptable levels.

Below is a summary of approved task orders to date:

Task Order No.	Date Approved	Work Scope Description
1,2	07/11/18	Traffic Count and Traffic Monitoring Program
3	08/01/18	Phelan Gateway Site Circulation
4	09/11/19	CFT NV Development Site Circulation
5	07/09/20	River Islands Phase 2 Traffic Analysis
6	07/08/20	Environmental Impact Report (EIR) Traffic Analysis Review

REASON FOR RECOMMENDATION:

Professional services are needed to complete a full 2022 TMP study. The last study was completed in 2018, however, due the increase in development of residential, commercial, and industrial projects, an update is required to determine if any current or future improvements will be required to keep the level of traffic congestion at a satisfactory level.

FISCAL IMPACT:

The cost of Task Order No. 7 is not to exceed \$98,170 and will be fully funded by developers. The costs for these services will only be paid if the revenue has been received.

Sufficient funds were not included in the approved fiscal year 2021-22 budget. Therefore, staff request City Council approve a budget amendment as follows;

CITY MANAGER'S REPORT **PAGE 3**
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF TASK ORDER NO. 7 WITH CRANE TRANSPORTATION GROUP
FOR THE PREPARATION OF THE 2022 TRAFFIC MONITORING PROGRAM AND
ANALYSIS AND RELATED BUDGET AMENDMENT

Increase Revenue

2020-50-04-341-02-05 \$98,170

Increase Appropriations

2020-50-04-420-0100 \$98,170

ATTACHMENTS:

- A. Resolution Approving Task Order No. 7 with Crane Transportation Group for the Preparation of the 2022 Traffic Monitoring Program and Analysis, Pursuant to Master Consulting Agreement dated June 11, 2018 and Related Budget Amendment

- B. Task Order No. 7 Pursuant to Master Consulting Agreement dated June 11, 2018 with Crane Transportation Group for the Preparation of the 2022 Traffic Monitoring Program and Analysis

CITY MANAGER'S REPORT
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF TASK ORDER NO. 7 WITH CRANE TRANSPORTATION GROUP
FOR THE PREPARATION OF THE 2022 TRAFFIC MONITORING PROGRAM AND
ANALYSIS AND RELATED BUDGET AMENDMENT

APPROVALS:



Brad Taylor
Land Development Manager

10/4/2021

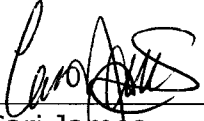
Date



Michael Kirig
Public Works Director

10-4-2021

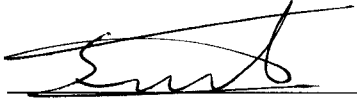
Date



Cari James
Finance Director

10/5/2021


Date



Salvador Navarrete
City Attorney

10-5-2021

Date



Stephen J. Salvatore
City Manager

10.5.21

Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDER NO. 7 WITH CRANE TRANSPORTATION GROUP FOR THE PREPARATION OF THE 2022 TRAFFIC MONITORING PROGRAM AND ANALYSIS, PURSUANT TO MASTER CONSULTING AGREEMENT DATED JUNE 11, 2018 AND RELATED BUDGET AMENDMENT

WHEREAS, the Development Agreements and Environmental Impact Reports for development projects requires that each developer participate and fund the Traffic Monitoring Program (TMP). The TMP monitors roadway conditions, projects future roadway congestion, and schedules roadway improvements to keep traffic congestion at an acceptable level; and

WHEREAS, the TMP is important because it establishes performance standards and details how operations of the roadway system are to be monitored as well as how to schedule improvements to avoid the roadway system from falling below the acceptable standards of operation; and

WHEREAS, developers are required to fund the TMP on a continuing basis until all required traffic improvements have been completed. The last TMP was prepared in 2018, and due to the drastic increase in development, the TMP needs to be updated; and

WHEREAS, below is an overview of the proposed services by CTG;

- Citywide Traffic Count Operations – This task order includes traffic counts and turning movements at the City’s major intersections. It also includes counts on major roadway segments including freeway interchanges. These are required to establish a baseline for all automotive and truck activities. The traffic counts support the preparation of the Transportation Monitoring Program as well as the General Plan Circulation Element update and supporting General Plan Environmental Impact Report.
- Year 2022 Citywide Traffic Monitoring Program Study – The Traffic Monitoring Program analyzes and documents traffic impacts under existing conditions and projects future traffic conditions while taking into consideration proposed/planned land use developments and planned circulation system improvements. With this information, CTG will identify significant impacts and mitigations to prevent any traffic congestion above the acceptable levels; and

WHEREAS, Professional services are needed to complete a full 2022 TMP study. The last study was completed in 2018, however, due the increase in development of residential, commercial, and industrial projects, an update is required to determine if any current or future improvements will be required to keep the level of traffic congestion at a satisfactory level; and

WHEREAS, the cost of Task Order No. 7 is not to exceed \$98,170 and will be fully funded by developers. The costs for these services will only be paid if the revenue has been received; and

WHEREAS, sufficient funds were not included in the approved fiscal year 2021-22 budget. Therefore, staff request City Council approve a budget amendment to fund (2020) Land Development Engineering in the amount of \$98,170 as follows.

Increase Revenue
2020-50-04-341-02-05 \$98,170

Increase Appropriations
2020-50-04-420-0100 \$98,170

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Task Order No. 7 with Crane Transportation Group to provide the Citywide Traffic Count and Year 2022 Traffic Monitoring, pursuant to Master Consulting Agreement dated June 11, 2018; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby authorizes a budget amendment to PW Land Development Professional Services (2020) as follows:

Increase Revenue
2020-50-04-341-02-05 \$98,170

Increase Appropriations
2020-50-04-420-0100 \$98,170

The foregoing resolution was passed and adopted this 11th day of October 2021, 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. 7

**PURSUANT TO MASTER CONSULTING AGREEMENT DATED JUNE 11,
2018 WITH CRANE TRANSPORTATION GROUP FOR TRAFFIC
MONITORING AND ANALYSIS**

**FOR THE PREPARATION OF THE 2022 TRAFFIC MONITORING PROGRAM
AND ANALYSIS**

THIS TASK ORDER NO.7 dated for convenience this **11th day of October 2021**, is by and made and entered into by and between **Crane Transportation Group** (“CONSULTANT”) and the CITY OF LATHROP, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, on June 11, 2018, CONSULTANT entered into a Master Agreement (“AGREEMENT”) with the CITY, by which the CONSULTANT has agreed to provide Specialized Traffic Analysis Services for the City of Lathrop. The City Council authorized the execution of the AGREEMENT and with CONSULTANT, pursuant to Resolution 18-4404.

WHEREAS, CONSULTANT is specially trained, experienced, and competent for the Preparation of the 2022 Traffic Monitoring Program and Analysis, which are required by this agreement;

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 for the Preparation of the 2022 Traffic Monitoring Program and Analysis in accordance with the scope of work and fee proposal provided 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. 7** is **October 11, 2021**, and it shall terminate no later than **June 30, 2022**.

CITY OF LATHROP – TASK ORDER NO. 7 WITH CRANE TRANSPORTATION - FOR THE PREPARATION OF THE 2022 TRAFFIC MONITORING PROGRAM AND ANALYSIS

(4) **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. 7 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.

(5) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in **Exhibit "A"** up to a total sum not to exceed **\$98,170** for the Preparation of the 2022 Traffic Monitoring Program and Analysis. 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 June 11, 2018.

(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.

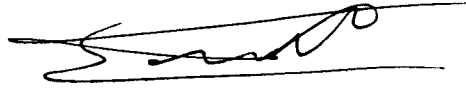
(7) **Signatures**

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. 7 WITH CRANE TRANSPORTATION - FOR THE PREPARATION OF THE 2022 TRAFFIC MONITORING PROGRAM AND ANALYSIS

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

10-5-2021

Date

Recommended for Approval:

City of Lathrop
Public Works Director

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

Crane Transportation Group
2621 East Windrim Court
Elk Grove, CA 95758-7479
Fed ID # 19-5404405
Bus License # 20144

Signature

Date

Mark D. Crane
President

CRANE TRANSPORTATION GROUP

CITY OF LATHROP

2022 TRAFFIC MONITORING PROGRAM (TMP)

2- & 4- YEAR HORIZON TRIP GENERATION & DISTRIBUTION PROJECTIONS, OPERATIONS ANALYSIS, IMPACT & MITIGATION DETERMINATION & REPORT PREPARATION

PROPOSAL

September 3, 2021

I. PROJECT INITIATION

A meeting will be conducted with the City of Lathrop staff to finalize details about locations selected for analysis as well as to discuss land use and roadway improvement issues.

II. EXISTING CONDITIONS

A. ANALYSIS LOCATIONS (SEE FIGURE 1)

City Staff has determined that the following intersections will be studied:

1. Roth Road/Manthey Road
2. Roth Road/I-5 SB Ramps
3. Roth Road/I-5 NB Ramps
4. Roth Road/Harlan Road
5. Roth Road/McKinley Avenue
6. Spartan Way/Golden Valley Parkway
7. Spartan Way/Manthey Road
8. Spartan Way/I-5 SB Ramps
9. Lathrop Road/I-5 NB Ramps
10. Lathrop Road/New Harlan Road
11. Lathrop Road/5th Street/Woodfield Avenue
12. Lathrop Road/McKinley Avenue
13. Golden Valley Parkway/Stanford Crossing
14. River Islands Parkway/McKee Boulevard
15. River Islands Parkway/Golden Valley Parkway
16. River Islands Parkway/I-5 SB Ramps
17. Louise Avenue/I-5 NB Ramps
18. Louise Avenue/New Harlan Road
19. Louise Avenue/Cambridge Drive
20. Louise Avenue/5th Street-Howland Road
21. Louise Avenue/McKinley Avenue
22. Golden Valley Parkway/Towne Centre Drive
23. Manthey Road/Brookhurst Boulevard
24. Yosemite Avenue/Glacier Road
25. Yosemite Avenue/SR 120 EB Ramps
26. Yosemite Avenue/SR 120 WB Ramps
27. Yosemite Avenue/D'Arcy Parkway
28. Yosemite Avenue/McKinley Avenue
29. Manthey Road/I-5 SB Ramps
30. Mossdale Road/I-5 NB Ramps
31. River Islands Parkway/Dell'Osso Drive
32. River Islands Parkway/Somerston Parkway
33. Somerston Parkway/Marina Drive
34. Somerston Parkway/Academy Drive
35. Somerston Parkway/Lakeside Drive
36. Lakeside Drive/Commercial Street
37. Manthey Road/Stewart Road
38. West Arbor Drive/Paradise Road
39. MacArthur Blvd./I-205 EB Ramps
40. MacArthur Blvd./I-205 WB Ramps
41. McKinley Avenue/SR 120 EB Ramps (2026 only)
42. McKinley Avenue/SR 120 WB Ramps (2026 only)

B. FIELD REVIEW

Mark Crane, P.E. will field review all analysis locations.

C. TRAFFIC COUNTS

Please see traffic count Scope of Services. The traffic count cost is not included in this Scope.

D. OPERATIONS ANALYSIS

The following existing conditions operations information will be determined at the analysis locations.

- Level of Service using the Synchro software program--all locations.
- 95th percentile vehicle queuing using the Synchro software program--most intersections within or adjacent to freeway interchanges (locations 1, 2, 3, 4, 8, 9, 10, 16, 17, 18, 25, 26, 39, 40).

E. IDENTIFY ALL LOCATIONS WITH EXISTING UNACCEPTABLE OPERATION & REQUIRED IMPROVEMENTS

- List all locations with unacceptable intersection Level of Service, unacceptable 95th percentile queuing and those unsignalized intersections meeting signal warrant criteria.
- Recommend measures to mitigate all unacceptable operation.

III. FUTURE CONDITIONS

A. ANALYSIS HORIZON YEARS

- 2024
- 2026

B. PROPOSED/PLANNED LAND USE DEVELOPMENT

Lathrop City Staff will provide detailed information regarding all development in the cities of Lathrop and Manteca as well as San Joaquin County that should be included in the traffic projections for the two future years. This will also include any expected changes in the number of students for the local schools as well as increased activity in existing industrial or warehousing/distribution facilities.

One land use scenario will be studied for each horizon year. City Staff will obtain traffic studies from Manteca and San Joaquin County for projects in these two jurisdictions potentially contributing a significant amount of traffic to the Lathrop roadway system.

C. PLANNED CIRCULATION SYSTEM IMPROVEMENTS

Lathrop City Staff will provide a list of any circulation system improvements to be considered in place for each horizon year. In particular, the City will need to decide if the McKinley interchange will be in place by 2026, additional lanes will be provided along local freeways, Harlan Road will be realigned at Roth Road and other River Islands access will be provided..

D. FUTURE PROJECT TRIP GENERATION

Peak hour trip generation projections for all proposed land uses within Lathrop will be developed using trip rates from the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition (2017)*. The exception will be new single family residential units within Lathrop, where trip rates may be developed from the subdivision traffic counts conducted for this study. This will be at the discretion of the City Engineer. Please note that the existing significant amount of construction worker traffic associated with the River Islands development will be assumed on the circulation system in 2024 and 2026.

Trip generation from all developments within Manteca and San Joaquin County will be obtained from studies conducted for these proposed developments. Lathrop City Staff will be required to obtain copies of these studies. If no studies are available, trip generation and distribution projections will be developed using the most recent ITE trip generation rates. Projections for small non-Lathrop developments will be completed as part of the proposed Scope. Projections for larger developments will be considered extra work.

E. EXISTING NON-PROJECT TRAFFIC REDISTRIBUTION DUE TO CIRCULATION SYSTEM IMPROVEMENTS

Existing AM & PM peak hour volumes will be redistributed based upon new roadways and interchanges projected to be in operation by City Staff for each horizon year.

F. FUTURE PROJECT TRIP DISTRIBUTION

Traffic from new development within Lathrop will be distributed to the local roadway network based upon distribution patterns from the existing counts as well as input from the new Lathrop Traffic Model. Trip distribution will take into account all new roadways and interchanges projected to be in operation by each horizon year. Projections for small non-Lathrop developments will be completed as part of the proposed Scope. Projections for larger developments outside Lathrop without traffic studies will be considered extra work.

Trip distribution patterns to/from Lathrop residential, commercial and employment Traffic Analysis zones will be obtained from Fehr & Peers using the City's new traffic model. The cost for obtaining this data is not included in the base Scope.

Traffic from new development in Manteca or San Joaquin County without a traffic study will be distributed to the Lathrop street network based upon data from available studies in these jurisdictions.

G. FUTURE TRAFFIC PROJECTIONS

- **Year 2024 and 2026** AM and PM peak hour turn movement increments at each analysis intersection will be developed for each major development area in the City (Central Lathrop Specific Plan, Mossdale, River Islands, South Lathrop, remainder of City) as well as for City of Manteca and San Joaquin County development.
- Total volume increments will then be determined for each horizon year.

H. FUTURE OPERATIONS ANALYSIS

Year 2024 AM and PM peak hour Level of Service will be determined at all analysis intersections, while 95th percentile queuing using Synchro software results will be determined at those select intersections listed in Scope item II-C. Peak hour signal warrant evaluation will also be conducted at all unsignalized intersections.

Year 2026 AM and PM peak hour Level of Service will be determined at all analysis intersections, while 95th percentile queuing using Synchro software results will be determined at those select intersections listed in Scope item II-C. Peak hour signal warrant evaluation will also be conducted at all unsignalized intersections.

I. ROTH ROAD INTERSECTIONS AT I-5 INTERCHANGE & HARLAN ROAD - YEAR 2026 SECOND ANALYSIS WITH ALTERNATIVE HARLAN ROAD ALIGNMENT

AM and PM peak hour Year 2026 operating conditions (Level of Service, delay, Signal Warrant #3 and 95th percentile queuing) will be determined at the Roth Road intersections with Harlan Road, the I-5 Northbound Ramps and the I-5 Southbound Ramps for two Harlan Road alignment plans. The first will maintain the existing Harlan Road alignment with stop-sign control at all three intersections. The second will have Harlan Road south of Roth Road realigned farther to the west to a new signalized "Tee" intersection. Harlan Road north of Roth Road will remain in its existing location and be stop-sign controlled on its approach to Roth Road. Stop-sign control at the two-ramp intersections will also remain.

IV. SIGNIFICANT IMPACTS

YEAR 2024 A determination will be made of all locations projected to experience unacceptable peak hour Level of Service or 95th percentile queuing. Unsignalized intersections with peak hour volumes above Warrant #3 criteria levels will also be listed. The percent contribution in net new traffic from all Specific Plan areas in the City will be determined at all locations with unacceptable operation.

YEAR 2026 A determination will be made of all locations projected to experience unacceptable peak hour Level of Service or 95th percentile queuing. Unsignalized intersections with peak hour volumes above Warrant #3 criteria levels will also be listed. The percent contribution in net new traffic from all Specific Plan areas in the City will be determined at all locations with unacceptable operation.

V. MITIGATIONS

YEAR 2024 Measures will be recommended to bring all unacceptable peak hour Level of Service or queuing back to acceptable operation. Measures will be discussed with City Public Works staff to assure that only mitigations are recommended that can realistically be constructed.

YEAR 2026 Measures will be recommended to bring all unacceptable peak hour Level of Service or queuing back to acceptable operation. Measures will be discussed with City Public Works staff to assure that only mitigations are recommended that can realistically be constructed.

VI. MEETINGS

Two meetings will be conducted with City Staff during the course of the project.

VII. REPORTS

DRAFT REPORT A draft report will be prepared and E-Mailed to City Staff for review.

FINAL REPORT A final report will be prepared after incorporation of all agreed-to changes in the Draft Report and E-Mailed to the City. Ten hours principal time plus support staff time has been allocated to this task.

TECHNICAL APPENDIX Two USB Flash Drives will be provided to the City with all Level of Service/queuing worksheets. Alternatively, files can be E-Mailed to the City.

VIII. PUBLIC HEARING ATTENDANCE

Attendance will be made by **Mark Crane, P.E.** at one public hearing.

Please note: All work products will be to a planning level of detail only, and not to a design level of detail.

WHAT IS NOT INCLUDED IN THIS SCOPE BUT COULD BE ADDED FOR ADDITIONAL COST WITH WRITTEN AUTHORIZATION

1. Attendance at more than one public hearing.
2. Evaluation of any additional locations not specified in the above Scope.
3. Traffic count costs – please see traffic count Scope.
4. Attendance at any additional meetings beyond those listed in the Scope.
5. Any trip generation/distribution analysis for major projects in Lathrop, Manteca or San Joaquin County that have not had a traffic impact report prepared.
6. Responses to Caltrans, Manteca, San Joaquin County or public comments.
7. I-5, SR 120 or SR 205 freeway mainline analysis or freeway ramp-mainline merge/diverge analysis.
8. SIM traffic evaluation of vehicle queuing at freeway interchanges.
9. Production of hard copy reports.

COST OF SERVICES & CONDITIONS OF PAYMENT

The **Crane Transportation Group's** above Scope of Services will be completed for a fee not to exceed **\$98,170.00 (Ninety-Eight-Thousand-One-Hundred-Seventy-Dollars)**. See attached **Table 1**. An additional cost will also be incurred obtaining Traffic Analysis Zone distribution patterns from the new Lathrop Traffic Model. This cost will be provided by Fehr & Peers. Any work beyond the above Scope or attendance at any additional meetings will be billed on a time-and-materials basis (with prior approval) or will be subject to a contract addendum. Billing will be sent by **CTG** on a monthly basis with payment due to **CTG** within 30 days receipt of our billing. Any late payments to **CTG** will be subject to a 0.833% per month (10% annual) compound interest charge plus a late fee of \$45 per month (until the invoice is fully paid) plus any administrative and legal charges required to collect the late payments. In addition, all work will stop if payments are in arrears. Cost estimates are good for a 30-day time period from the date on our proposal. If, for any reason, work on the project is stopped for longer than a three-month period, **CTG** reserves the right to increase its budget a minimum of 10% for associated administrative and familiarization costs with the restart of the project.

TIME OF SERVICES

A draft traffic study will be completed within 50 working days after receipt of signed authorization to proceed, conduct and receipt of all needed traffic counts and receipt of all needed information from Lathrop City Staff. Time of completion estimates are good for a 14-day time period from the date on our proposal.

We thank you for the opportunity to submit this proposal and look forward to working with you on this project.

Mark D. Crane, P.E.
President

Attachments:

Table 1
Figure 1

TABLE 1

CRANE TRANSPORTATION GROUP

CITY OF LATHROP

2022 TRAFFIC MONITORING PROGRAM (TMP)

2- & 4-YEAR HORIZON STUDY

COST ALLOCATION BY TASK

TASK	DESCRIPTION	COST
1	Startup meeting & field review of all locations to be evaluated during peak traffic periods	\$4,680
2	Existing AM/PM peak hour Levels Of Service – 42 Intersections	\$6,300
3	Existing 95th percentile queuing at interchanges	\$2,320
4	Existing signal warrant evaluation	\$1,230
5	Existing Unacceptable Operation & Required Improvements	\$1,470
6	Assist City in developing 2- & 4-year horizon land use data for Lathrop, Manteca & San Joaquin County	\$1,680
7	Trip generation/distribution projections – 2-year horizon land use increment	\$13,950
8	Trip generation/distribution projections – 4-year horizon land use increment	\$15,150
9	Year 2024 AM/PM intersection Level of Service (LOS)	\$3,510
10	Year 2024 AM/PM 95th percentile queuing at interchanges	\$1,840
11	Year 2024 AM/PM signal warrant evaluation	\$1,230
12	Year 2026 AM/PM intersection Level of Service (LOS)	\$5,180
13	Year 2026 AM/PM 95th percentile queuing at interchanges	\$2,405
14	Year 2026 AM/PM signal warrant evaluation	\$1,555
15	Year 2024 – Identify unacceptable intersection operation (LOS/queue/signal need)	\$2,850
16	Year 2026 – Identify unacceptable intersection operation (LOS/queue/signal need)	\$2,850
17	Determine Year 2024 required improvements	\$3,140
18	Determine Year 2026 required improvements	\$2,800
19	Prepare Draft Report (text/graphics/tables)	\$14,250
20	Prepare Final Report	\$5,060
21	Prepare technical appendix	\$1,940
22	Attend 1 additional meeting with City Staff	\$1,270
23	Attend 1 public hearing	\$1,510
	TOTAL COST	\$98,170
	Trip distribution patterns using City model	\$
	Cost to be supplied by Fehr & Peers	



- ⊗ Level of Service and Queuing Analysis
- ⊗ Level of Service Analysis only



2022 Traffic Monitoring Program (TMAP) for the City of Lathrop

Figure 1
2022 TMAP Intersection Analysis Locations



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ITEM: APPROVE LATHROP POLICE DISPATCH AGREEMENT

RECOMMENDATION: Adopt Resolution to Approve an Agreement Between the City of Lathrop and the City of Ripon to Provide Dispatch Services to Lathrop and Related Budget Amendments

SUMMARY:

The new Lathrop Police Department project identifies the need to provide dispatch services to support the City's law enforcement activities. City staff and MRG evaluated four potential service providers and is recommending the City of Lathrop enter into a ten year Agreement with the City of Ripon to provide police dispatch services to Lathrop. The agreement includes initial staff and equipment development and full dispatch services beginning July 1, 2022. The City of Ripon is familiar with providing the services identified in the agreement and already has an existing agreement with the City of Escalon to provide similar services.

Tonight, staff is requesting Council adopt a resolution to approve the agreement for the City of Ripon to provide Police Dispatch Services. The proposed agreement is detailed in Attachment B of the staff report.

BACKGROUND:

At the March 22, 2021, Special City Council Meeting, Council directed staff to create Capital Improvement Project GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City. The new Police Department project identifies the need to provide dispatch services in support of the sworn staffing.

Provisions of dispatch services to law enforcement agencies is an essential component of daily activities. As such, a qualified and competent provider will become an integral partner in the City's new Police Department. The City initially contacted San Joaquin County Sheriff to request the agency continue to provide dispatch services to the new Lathrop Police Department. The Sheriff's Office staff indicated that the County was moving to a new dispatch system and that timing and other constraints would preclude them from extending the services to Lathrop.

City staff and MRG identified four agencies as potential service providers and conducted meetings, site visits and technical evaluations of each agency. The four agencies included the Stanislaus Regional 911 JPA, and the Cities of Manteca, Ripon and Tracy. Although the evaluative criteria included the complex technical and operational capacity of each agency, it also included the agency's interest in providing the service and the capacity of each to manage the approximately 24,000 calls for service Lathrop would add to their existing workload.

**CITY MANAGER'S REPORT
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
APPROVE LATHROP POLICE DISPATCH AGREEMENT**

Following lengthy conversations with each agency, staff and MRG concluded that the most suitable and stable partner would be the City of Ripon. The following describe the basis for the conclusion:

1. The City of Ripon already provides contract dispatch services to the City of Escalon and is familiar with the joint service model. Ripon has provided those services for 26 years and Escalon is very satisfied with the services.
2. The City of Ripon's dispatch equipment and Computer Aided Dispatch (CAD) System are robust and can be updated to accept additional services.
3. The City staff is seriously interested in providing the service and the City will gain staffing and equipment which will provide greater capacity for service to Ripon and Escalon.
4. The technical evaluation of the Ripon equipment, radio system and CAD system has been vetted with the service providers and the system can be expanded to serve additional users and the radio connections are relatively straightforward and will include redundancy.

The workload increase represented by the City's new Police Department will effectively double the current number of calls handled, records developed, etc. for the Ripon Dispatch Facility. This will require expansion of the number of dispatch consoles and related equipment.

In addition to the expansion to provide service to the Lathrop Police Department, the agreement addresses the need to expand the Dispatch Facility in the future due to future population growth. The future expansion demand will be driven substantially by Lathrop's rapid development and already approved growth. As part of the Service Agreement, an evaluation of the future service demands will be conducted and a long-range plan for expansion developed. The costs for the ultimate expansion will be assigned to each of the three participating agencies based on the actual growth of each agency.

The Service Agreement will provide a stable ten year dispatch and radio communications platform for the new City of Lathrop Police Department. The Agreement provides for either party to opt-out of the Service Agreement following a 2 year notice period. This provision will permit the City of Lathrop to move to an alternative provider or its own Dispatch Services platform. If the City of Lathrop decides to leave the Ripon Dispatch Service Agreement, it will be required to either offer employment to excess Dispatch staff or pay for the costs of their employment discontinuance.

In summary, the Services Agreement with the City of Ripon will provide a stable, reliable and expandable service platform for the City of Lathrop's Police Department for a 10 year period. The Agreement provides the services for less cost than the alternative of Lathrop establishing its own dispatch facility. It is, essentially, an investment in assuring safe and reliable dispatch services as a critical component of the new Lathrop Police Department.

**CITY MANAGER'S REPORT
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
APPROVE LATHROP POLICE DISPATCH AGREEMENT**

Tonight, staff is requesting Council adopt a resolution to approve the agreement for the City of Ripon to provide Police Dispatch Services. The proposed agreement is detailed in Attachment B of the staff report.

REASON FOR RECOMMENDATION:

The City of Ripon agreement provides the City with police dispatch services as identified in the original project and assures a robust and technologically sound service for a ten-year period. The Ripon agreement will also benefit all three participating agencies because it provides for additional resources through the economies of scale of being associated with a larger dispatch center than either agency could provide individually.

FISCAL IMPACT:

During the March 22, 2021 Special Meeting, the City Council approved the project budget for CIP GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City. The Council approved project budget has \$550,000 identified for the start-up of dispatch services. This estimate assumed the City would be able to contract with an agency that had existing capacity to handle the intake of Lathrop's calls for service. The City of Ripon agreement will require a budget amendment of an additional \$245,000 for equipment and an additional \$415,000 for staffing. The staffing budget augmentation will provide assistance in hiring dispatchers, as well as six months of training prior to the July 1st go-live date.

Decrease Equipment Reserve		
1010-243-0000		\$245,000
Increase Transfer Out		
1010-9900-990-9010		\$660,000
Increase Transfer In		
3010-393-0000	GG21-11	\$660,000

ATTACHMENTS:

- A. Resolution to Approve the Agreement Between the City of Lathrop and the City of Ripon to Provide Dispatch Services Lathrop and Related Budget Amendments
- B. Agreement for the City of Ripon to Provide Police Dispatch Services to the City of Lathrop

**CITY MANAGER'S REPORT
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
APPROVE LATHROP POLICE DISPATCH AGREEMENT**

APPROVALS:




Thomas Hedegard
Deputy Finance Director

10-7-2021
Date



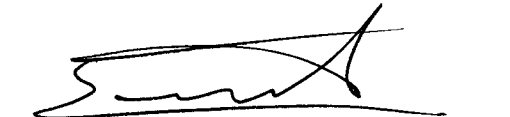
Cari James
Director of Finance

10/7/2021
Date



Raymond Bechler
Chief of Police

10/7/21
Date



Salvador Navarrete
City Attorney

10-7-2021
Date



Stephen J Salvatore
City Manager

10.7.21
Date

RESOLUTION NO. 21-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING AN AGREEMENT BETWEEN THE CITY OF LATHROP AND
THE CITY OF RIPON TO PROVIDE DISPATCH SERVICES TO LATHROP
AND RELATED BUDGET AMENDMENTS**

WHEREAS, at the March 22, 2021, Special City Council Meeting, Council directed staff to create Capital Improvement Project GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City; and

WHEREAS, the new Police Department project identifies the need to provide dispatch services in support of the sworn staffing; and

WHEREAS, provisions of dispatch services to law enforcement agencies is an essential component of daily activities; and

WHEREAS, City staff and MRG identified four agencies as potential service providers and conducted meetings, site visits and technical evaluations of each agency. The four agencies included the Stanislaus Regional 911 JPA, and the Cities of Manteca, Ripon and Tracy; and

WHEREAS, following lengthy conversations with each agency, staff and MRG concluded that the most suitable and stable partner would be the City of Ripon. The following describe the basis for the conclusion:

1. The City of Ripon already provides contract dispatch services to the City of Escalon and is familiar with the joint service model. Ripon has provided those services for 26 years and Escalon is very satisfied with the services.
2. The City of Ripon's dispatch equipment and Computer Aided Dispatch (CAD) System are robust and can be updated to accept additional services.
3. The City staff is seriously interested in providing the service and the City will gain staffing and equipment which will provide greater capacity for service to Ripon and Escalon.
4. The technical evaluation of the Ripon equipment, radio system and CAD system has been vetted with the service providers and the system can be expanded to serve additional users and the radio connections are relatively straightforward and will include redundancy; and

WHEREAS, the Services Agreement with the City of Ripon will provide a stable, reliable and expandable service platform for the City of Lathrop's Police Department for a 10 year period. The Agreement provides the services for less cost than the alternative of Lathrop establishing its own dispatch facility. It is, essentially, an investment in assuring safe and reliable dispatch services as a critical component of the new Lathrop Police Department.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby approve the agreement for the City of Ripon to provide Police Dispatch Services to the City of Lathrop.

The foregoing resolution was passed and adopted this 11th day of October, 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

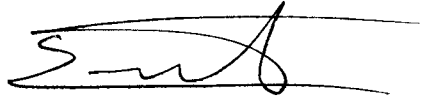
ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:



Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

AGREEMENT FOR THE CITY OF RIPON TO PROVIDE POLICE DISPATCH SERVICES TO THE CITY OF LATHROP

This Agreement for the City of Ripon to Provide Police Dispatch Services to the City of Lathrop (hereinafter, the “Agreement”) is made and entered into this ___ day of October, 2021 (“Effective Date”), by and between the CITY OF RIPON, a municipal corporation (“Ripon”) and the CITY OF LATHROP, a municipal corporation (“Lathrop”), each of which may be referred to herein as (“Party”) or collectively as (“Parties”).

RECITALS

A. Lathrop made a request of Ripon to enter into an Agreement for Ripon to provide police dispatch services to Lathrop as it is establishing a Lathrop law enforcement department with a target date for the commencement of service on July 1, 2022.

B. Lathrop’s request will require that certain infrastructure be constructed, as well as staff hired/trained, and software/equipment purchased to implement the Agreement, which shall be referred to herein as the (“**Project**”).

C. This Agreement is intended to address and describe the relationship between the Parties during two distinct phases of their anticipated relationship; first, the “Startup Phase”, and second, the “Operations Phase”, each of which is addressed in more detail herein. Notwithstanding, these terms are used for the convenience of the Parties and have no independent legal significance.

D. The Startup Phase refers to the time period between the Effective Date (defined as the date on which both cities have approved the execution of this Agreement) and June 30, 2022, during which the Parties are expected to diligently undertake the design and installation of the components for the expansion of Ripon’s Dispatch Center to provide dispatch services to Lathrop, as well as the hiring and training of dispatchers.

E. The Operations Phase refers to the time period after July 1, 2022, during which time the parties are expected to fulfill each of the obligations set forth herein, and to undertake such other and further actions as may be necessary and appropriate consistent with applicable law and the implied covenant of good faith and fair dealing. Lathrop would thus have reasonable access to property and equipment owned by Ripon, on terms and conditions to be set forth herein.

F. The Parties have determined there is mutual benefit associated with Ripon providing dispatch services to Lathrop, and desire to enter into an Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Duties of the Parties-Startup Phase. The Parties acknowledge that, in general terms, certain capital improvements or upgrades to existing equipment are needed to allow Ripon to provide dispatch services to Lathrop, which Lathrop has retained consultants to prepare a study for review by the Ripon and Lathrop Police Chiefs. Additionally, Ripon will need to hire and train the staff

necessary to carry out the terms of this Agreement. Notwithstanding any other provision of this Agreement, the intention of the Parties is as follows:

a. Communications Equipment. Lathrop shall be responsible to design, purchase, and install the communications equipment necessary to transmit the radio signal as determined by Ripon, from Lathrop 911 call system, patrol cars, and portable radios to the Ripon Dispatch Center.

b. Dispatch Equipment. Lathrop shall be responsible to purchase and install equipment, software, and hardware necessary to facilitate Lathrop's future installation of one (1) dispatch console to be located in the Ripon Dispatch Center.

c. Staffing. Ripon shall be responsible to hire and train six (6) dispatch employees to provide dispatch services to Lathrop. Ripon shall be responsible for all salary, benefits, training, uniforms, performance reviews, and future liabilities (with the exception of the severance pay obligations outlined in Section 3(c)) related to these positions.

d. Ripon Dispatch Center Expansion Study. Lathrop shall be responsible to hire an architect to prepare a "Dispatch Center Expansion Plan" to address the current dispatch center layout and the improvements that may be needed to add additional workstations based on planned growth of Ripon, Lathrop, and the City of Escalon. Additionally, the study will recommend the allocation of the cost of those improvements to each jurisdiction. The Dispatch Center Expansion Plan shall be submitted to Ripon for approval. The Dispatch Center Expansion Plan shall also be submitted to the City of Escalon for its review and comment.

2. Duties of the Parties-Operations Phase. Ripon shall provide "Police Dispatch Services" as defined in Exhibit "A" to Lathrop for and during the Term of this Agreement, and any extension thereof.

a. Communications Equipment. Lathrop shall be responsible to maintain and replace the communications equipment necessary to transmit the radio signal as determined by Ripon, from Lathrop 911 call system, patrol cars, and portable radios to the Ripon Dispatch Center.

b. Dispatch Equipment. Ripon shall be responsible to maintain and replace the equipment, software, and hardware at the dispatcher consoles in the Ripon Dispatch Center.

c. Dispatch Center Expansion. The capital cost to expand the Ripon Dispatch Center necessary to accommodate growth in Lathrop, Ripon, and Escalon, including future dispatch consoles and tenant improvements to the building, HVAC, and electrical necessary to accommodate the future dispatch consoles, shall be allocated to Lathrop, Ripon, and Escalon based on the Dispatch Center Expansion Study.

i. On or prior to each annual anniversary of the Agreement, the Ripon Police Chief will evaluate the capital improvement schedule developed as part of the Ripon Dispatch Center Expansion Study and, after appropriate consultation with the Lathrop Police Chief and the Escalon Police Chief, shall make adjustments to that schedule, in his or her discretion, based on actual growth and calls for service such

that Ripon is able to continue to provide dispatch services. The results of this evaluation will be communicated to Lathrop in writing.

- ii. Ripon shall be responsible to obtain the bids necessary to perform the capital improvements recommended in the Dispatch Center Expansion Study according to the Ripon procurement policy and contract with the contractors and vendors accordingly.

d. Staffing. Ripon shall be responsible to employ the dispatchers necessary to provide dispatch services as described herein. Except as otherwise provided in Section 3(c), below, Ripon shall be responsible for all salary, benefits, training, uniforms, performance reviews, and future liabilities related to these positions.

- i. On or prior to each annual anniversary of the Agreement, the Ripon Police Chief will evaluate the staffing needs of the Ripon Dispatch Center projected over a five (5) year period in his or her discretion, based on actual growth and calls for service such that Ripon is able to continue to provide dispatch services. The results of this evaluation will be communicated to Lathrop in writing and used as a basis for the subsequent fiscal year billing (see Section 4.b).

3. Term. The term of this Agreement shall commence on October 1, 2021, and shall expire on June 30, 2032. However, if neither Party informs the other Party of its intent to allow for the automatic expiration of this Agreement prior to June 30, 2030, this Agreement shall be automatically extended for another twenty-four (24) month term. Thereafter, and subject to the termination provisions of Section 3(a), if neither Party informs the other Party of its intent to terminate this Agreement prior to June 30th in any given year in which this Agreement remains in effect, this Agreement shall be automatically extended for another twenty-four (24) month term.

a. Termination.

i. This Agreement shall automatically terminate on the date either Party ceases to be a member of the Central San Joaquin Valley Risk Management Authority (“CSJVRMA”) unless both parties mutually agree in writing that a requested substitution to the CSJVRMA is acceptable. If either Party receives notice, or obtains other knowledge, that the Party will cease to be a member of the CSJVRMA, that Party shall immediately so notify the other Party, and shall provide to the other Party the effective date that the Party will no longer be a member of the CSJVRMA.

ii. This Agreement may be terminated by either Party, with or without cause, at any time during the Original Term or the first sixty (60) days of any Extended Term by vote of that Party’s legislative body to terminate and notice of such action to the other Party. The effective date of said termination shall be twenty-four (24) months after the date of mailing the notice of termination, unless this Agreement is sooner terminated pursuant to subparagraph 3(a)(i) herein or paragraph 9(a)(ii) herein.

b. Pro Rata Payment. In the event of termination under paragraph 3(a)(i) herein, paragraph 3(a)(ii) herein or paragraph 9(a)(ii) herein, Lathrop shall pay Ripon on a pro rata basis for services rendered up to the effective date of such termination; except that, in the event Lathrop has paid for services in advance pursuant to paragraph 4 herein, Ripon shall pay to Lathrop a refund on a pro rata basis for services rendered up to the effective date of such termination.

c. Severance Payment. In the event Lathrop elects not to extend the term of the Agreement or terminates this Agreement as set forth under paragraphs 3 and 3(a)(ii), Lathrop shall offer employment as a dispatcher to the number of Ripon dispatchers that have been allocated to provide dispatch services to Lathrop, as described in paragraph 2(d)(i) (“Severance Basis Number”). If an offer of employment is not made by Lathrop in the 12 months immediately preceding the termination of this Agreement to any Ripon dispatcher in good standing that submits an application, Lathrop shall be responsible for a severance payment equal to one year’s salary for each employee that Ripon must terminate due to reduction of workforce. Lathrop shall also be responsible for any and all additional cost or expense actually paid by Ripon as a result of a claim filed by any terminated employee based on exclusively on their termination resulting from Lathrop’s decision to terminate this Agreement.

4. Payment. Lathrop agrees to pay Ripon, in consideration for the services to be performed pursuant to this Agreement, the amounts for each phase of the Agreement, as described below:

a. Startup Phase. Lathrop shall pay Ripon \$132,000 annually per Full Time Equivalent to hire and train dispatchers such that Ripon is able to provide Dispatch Services.

- Ripon will invoice Lathrop each month based on the actual number of Full Time Equivalent staff that are being trained during that monthly pay period.
- Invoice payable within 30 days of the date of the invoice.

b. Operations Phase. During this phase of the Agreement, Lathrop shall be responsible for their share of staffing and capital expenses.

i. Staffing. Lathrop shall pay Ripon \$161,000 annually per the Full Time Equivalent of dispatchers allocated to Lathrop based on the annual staffing evaluation (see Section 2.d.i).

- Ripon will invoice Lathrop each month.
- Invoice payable within 30 days of the date of the invoice.
- Beginning January 1, 2023, this payment rate shall be annually adjusted to reflect any increases as shown in the Bureau of Labor Statistics, Bay Area Cities “Consumer Price Index, CPI-U All Items, 12 month % Change” as of June 30th.

- ii. Capital Improvements. Lathrop shall be responsible to reimburse Ripon for Lathrop's share of future capital improvements to the Ripon Dispatch Center as described in Section 2.c of this Agreement 30 days from the date of the invoice.
5. Service Interruptions. Ripon shall not be responsible for any computer, network or telephone malfunction or service interruption, not the fault of Ripon, that prevents or delays Ripon from providing Police Dispatch Services. Equipment malfunctions or service interruption within the Ripon computer system will be the responsibility of Ripon. Failures in T-1 connections or any other point-to-point link will be considered part of the Lathrop computer system and Lathrop shall be responsible for repair of these failures and any other malfunctions or interruptions within the Lathrop computer system. At the time of any malfunction or interruption, designated personnel from each agency shall meet and confer regarding adequate coverage for the period of time that the malfunction or interruption occurs.
6. Personnel. All persons employed in the performance of Ripon's and Lathrop's obligations under this Agreement shall be employees of Ripon. No person employed by Ripon shall have any rights to pension, civil service, or other status or right from Lathrop by virtue of this Agreement.
7. California Law Enforcement Telecommunications System ("CLETS") Training and Testing. Ripon shall be responsible for the training and testing of all sworn/non-sworn personnel employed by Ripon in adhering to all CLETS rules, regulations, policies, practices and procedures. Lathrop shall be responsible for the training and testing of all sworn/non-sworn personnel employed by Lathrop in adhering to all CLETS rules, regulations, policies, practices and procedures.
8. Performance and Related Matters.
 - a. Ripon shall retain exclusive authority over the activities of Ripon personnel performing Police Dispatch Services pursuant to this Agreement. Subject to the terms of this Agreement, the planning, organization, scheduling, direction, supervision, standards of performance and discipline of Ripon personnel and all other related matters incident to delivery of Police Dispatch Services shall be determined by Ripon.
 - b. Ripon shall give prompt consideration to all requests of Lathrop regarding the delivery of Police Dispatch Services pursuant to this Agreement.
 - c. Each Party shall consult the other regarding any planned revisions or upgrades to the Party's dispatch computer software or hardware. Each Party shall notify the other Party of the installation of all such upgrades or revisions.
9. Indemnification.
 - a. Indemnification by Lathrop.
 - i. Lathrop shall indemnify, defend and hold Ripon, and Ripon's agents, officers and employees, harmless from and against all claims, damages, losses, causes of action

and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, collective bargaining agreement, ordinance or constitutional provision, or other causes which arise out of, relate to or result from the activities or omissions, negligent or otherwise, under this Agreement of Lathrop, and Lathrop's officers, agents and employees.

ii. Lathrop shall, upon execution of this Agreement, provide proof to Ripon that Lathrop has obtained from the Central San Joaquin Valley Risk Management Authority a Certificate of Additional Covered Party issued to Ripon ("CSJVRMA Certificate"). The CSJVRMA Certificate shall include coverage amounts equal to the coverage amounts in the applicable Risk Management Authority Coverage. Lathrop shall keep the CSJVRMA Certificate in effect during the Term of this Agreement, and any extension thereof. Lathrop shall obtain the CSJVRMA Certificate and keep the CSJVRMA Certificate in effect at Lathrop's sole cost and expense. If, for any reason, either the CSJVRMA Certificate is not in effect at any time during the Term of this Agreement, and any extension thereof, Ripon shall have the right to terminate this Agreement immediately.

iii. For all claims, damages, losses, causes of action and expenses, including attorneys' fees, covered by this paragraph 9, Lathrop shall pay any and all applicable Retained Limit (deductible) amounts under any Risk Management Authority Coverage, including any Retained Limit increases pursuant to Central San Joaquin Valley Risk Management Authority Resolution Number 18-91, a copy of which is attached hereto as Exhibit "B", and Lathrop shall indemnify and hold Ripon harmless from and against any and all liability not covered by Risk Management Authority Coverage.

b. Indemnification by Ripon. Ripon shall indemnify, defend and hold Lathrop, and Lathrop's agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other causes which arise out of, relate to or result from the "intentional conduct" (as defined in exclusion #10 of the Central San Joaquin Valley Risk Management Agency Memorandum of Coverage, attached hereto as Exhibit "C") under this Agreement of Ripon and Ripon's officers, agents, and employees.

c. No Agency. At all times during this Agreement, Ripon shall be an independent contractor, and not an employee, partner, agent, or principal of Lathrop. At all times during this Agreement, Lathrop shall be an independent contractor, and not an employee, partner, agent, or principal of Ripon.

d. Notification. Each Party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this paragraph 9, as well as prompt notification if a claim is made or suit is brought against a Party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

e. Related Agreements. Except as provided in such other agreements, these indemnification provisions shall apply to and shall be deemed to be a part of all law enforcement

agreements now existing or hereafter entered into, including amendments, renewals, or other extensions thereof, wherein Lathrop and Ripon have contracted under circumstances wherein the liability of Lathrop and Ripon is joint and several under section 895.2 of the California Government Code. Except as provided in such other agreements, the provisions of this indemnification paragraph shall supersede and control over any other provisions inconsistent therewith in any such contract, heretofore and hereafter entered into by and between the Parties hereto.

f. Continuing Obligation. To the extent that Ripon has agreed to indemnify, defend and hold harmless Lathrop, its officers, agents and employees under this Agreement, said obligations shall continue to exist during this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement. To the extent that Lathrop has agreed to indemnify, defend and hold harmless Ripon, its officers, agents and employees under this Agreement, said obligations shall continue to exist during this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

g. Insurance. Either Party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.

10. General Provisions.

a. Good Faith. Wherever in this Agreement a Party has the right to approve an act of another Party, the former shall exercise such discretion reasonably and in good faith. Similarly, where a Party is required to satisfy a condition or complete an act in a certain fashion or within a specified time period, that Party shall pursue such objectives in good faith and make all reasonable efforts to accomplish the same; the other Party shall likewise in good faith cooperate and assist the other Party in accomplishing this task to cause the consummation of the Agreement as intended herein.

b. Other Instruments. The Parties hereto shall, whenever and as often as reasonably requested to do so by the other Party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all documents and instruments as may be necessary, expedient or proper in the reasonable opinion of the requesting Party to carry out the intent and purposes of this Agreement, provided that the requesting Party shall bear the cost and expense of such further instruments or documents (except that each Party shall bear its own attorneys' fees).

c. Construction. The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either Party. Each Party acknowledges that they have had the opportunity to have their legal counsel review this Agreement.

d. Captions, Headings and Exhibits. The captions, headings and index of this Agreement are for convenience only and have no force and effect in the interpretation or

construction of this Agreement. All exhibits attached hereto are by this reference incorporated herein as though fully set forth in this Agreement.

e. Severability. If any term, provision, covenant or condition of this Agreement shall be or become illegal, null or void or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable shall be modified or changed by the Parties to the extent-possible to carry out the intentions and directives set forth in this Agreement.

f. Assignment. Neither Party shall have the right to assign its rights or delegate any of its obligations or duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

g. Successors and Assigns. Except as restricted herein, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

h. Waiver. The waiver of any breach of any provision hereunder by any Party to this Agreement shall not be deemed to be a waiver or any preceding or subsequent breach hereunder, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

i. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue for all purposes shall be proper only in the County of San Joaquin, State of California.

j. Notices. All notices, approvals, acceptances, demands and other communications required or permitted hereunder, to be effective shall be in writing and shall be delivered either in person or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested) to the Party to whom the notice is directed at the address of such Party as follows:

To Ripon: Chief of Police
City of Ripon
259 North Wilma Avenue
Ripon, California 95366

With copy to: City Administrator
City of Ripon
259 North Wilma Avenue
Ripon, California 95366

With copy to: City Attorney
Thomas H. Terpstra
Terpstra Henderson Hatfield, A Professional Corporation
578 North Wilma Avenue, Suite A
Ripon, California 95366

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

With copy to: City Manager
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

With copy to: City Attorney
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

With copy to: City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Any written communication given by mail shall be deemed delivered two (2) business days after such mailing date. Either Party may change its address by giving the other Party written notice of its new address as herein provided.

k. Attorneys' Fees. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover actual attorneys' fees incurred in bringing such action and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of the action and shall be paid whether or not such action is prosecuted to judgment. The attorneys' fees to be awarded the prevailing Party may be determined by the court in the same action or in a separate action brought for that purpose. The attorneys' fees award shall not be computed in accordance with any court schedule but shall be made as to fully reimburse for all attorneys' fees, paralegal fees, costs and expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the Parties to fully compensate for all attorneys' fees, paralegal fees, costs and expenses paid or incurred in good faith.

l. Authorization. All officers and individuals executing this and other documents on behalf of the respective Parties do hereby certify and warrant that they have the capacity and have been duly authorized to so execute the documents on behalf of the entity so indicated. Each

signatory shall also indemnify the other Parties to this Agreement and hold them harmless, from any and all damages, costs, attorneys' fees, and other expenses, if the signatory is not so authorized.

m. No Third-Party Rights. Nothing in this Agreement, whether express or implied, is intended to confer any rights at remedies under or by reason of this Agreement on any persons other than the Parties hereto and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any Party to this Agreement, nor shall any provision give any third persons any right or subrogation or action over or against any Party to this Agreement.

n. Remedies. Each Party hereto acknowledges that a remedy at law for any breach or attempted breach of this Agreement may be inadequate, agrees that in addition to any remedy provided at law, each Party hereto shall be entitled to specific performance and injunctive and other equitable relief in case of any such breach or attempted breach, and further agrees to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief.

o. Entire Agreement and Amendment. The Parties understand and agree that Ripon has, since 1995, provided dispatch services to the City of Escalon, and that Ripon is in the process of amending and extending the Ripon/Escalon dispatch agreement. It is Ripon's intent to complete this process within 90 days after the Effective Date of this Agreement. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the Parties and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement at Ripon, California on the date first above written.

[Signatures on the next page]

“Ripon”

CITY OF RIPON,
a municipal corporation

By: _____
DANIEL DE GRAAF, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
LISA ROOS
City Clerk

By: _____
THOMAS H. TERPSTRA
City Attorney

“Lathrop”

CITY OF LATHROP,
a municipal corporation

By: _____
SONNY DHALIWAL, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
TERESA VARGAS
City Clerk

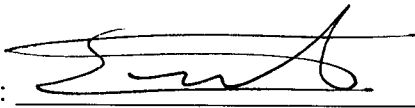
By:  _____
SALVADOR NAVARRETE
City Attorney

EXHIBIT "A"

Police Dispatch Services

Dispatching functions:

1. Receive complaints and requests for assistance and information from citizens by telephone, including 911 calls.
2. Maintain two-way radio communications with units on routine or emergency situations and general activities.
3. Maintain and type various logs.
4. Maintain computerized records of incidents.
5. Enter all CLETS entries for staff, including but not limited to: Missing Persons, Stored Vehicles, Stolen Vehicles, Firearm Entries, etc.

EXHIBIT “B”

Central San Joaquin Valley Risk Management Authority Resolution Number 18-91

(To be provided at time of signing)

EXHIBIT “C”

Central San Joaquin Valley Risk Management Agency Memorandum of Coverage

(To be provided at time of signing)

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CITY MANAGER’S REPORT **Page 2**
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
ANIMAL SHELTER SERVICES AGREEMENT WITH THE CITY OF MANTECA

Lathrop staff began to look at costs associated with operating Manteca’s Animal shelter versus the proportion of the facility that was being used by the City of Lathrop. While the previous contract was accurately paying for operating costs of the facility it was determined that there were no charges for the facility itself. The new contract contains a \$1,000/ month charge for rent of the shelter itself. After good faith negotiations between representatives from both City’s a new contract was presented to the Manteca City Council in the amount of \$94,587 annually. This contract was approved by the Manteca City Council on September 21, 2021.

Under the terms of the new contract the City of Manteca will provide animal shelter services to Lathrop for animals impounded pursuant to and consistent with state and local law. Such services shall include, but not be limited to receiving animals at the Shelter, providing animals at the Shelter with food, water, housing, vaccinations and emergency veterinary care, euthanizing animals, arranging for the redemption of animals, arranging for the adoption of animals, arranging for placement of animals with rescue organizations, arranging for the spay/neutering of animals, and collecting fees related to the aforementioned services. City of Manteca Staff advised Lathrop Staff that Manteca will need to begin transitioning away from providing animal shelter services to Lathrop in the near future.

REASON FOR RECOMMENDATION:

The City of Manteca has made staff aware that this shall be the last contract and term between the City of Manteca to provide Animal Shelter services to the City. Staff will continue to research alternate Animal Shelter options for future consideration. Staff recommends that Council approve the contract that was negotiated in good faith until an ulterior provider or option can be identified and brought back to Council for consideration.

FISCAL IMPACT:

On June 2, 2021 City Council approved the Fiscal Year 2021/22 Biennial Budget for the Community Services Division which included the increased funding for the proposed contract with the City of Manteca for the use of the Animal Shelter. No additional funding is being requested at this time.

ATTACHMENTS:

- A. Resolution Authorizing the City Manager to Execute the Animal Shelter Services Agreement with the City of Manteca

- B. Animal Shelter Services Agreement with the City of Manteca

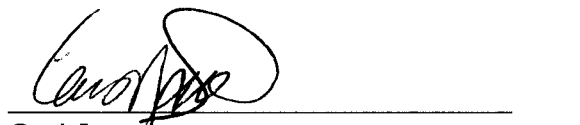
CITY MANAGER'S REPORT
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
ANIMAL SHELTER SERVICES AGREEMENT WITH THE CITY OF MANTECA

APPROVALS:




Thomas Hedegård
Deputy Finance Director

10/4/2021
Date



Cari James
Director of Finance and Administrative
Services

10/4/2021
Date



Salvador Navarrete
City Attorney

10.4.2021
Date



Stephen J. Salvatore
City Manager

10.5.21
Date

RESOLUTION NO. 21-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING AN ANIMAL SHELTER SERVICES AGREEMENT WITH THE
CITY OF MANTECA**

WHEREAS, the City of Lathrop has contracted for Animal Shelter services with the City of Manteca for use of Manteca's animal shelter since 2002; and

WHEREAS, in 2012, the original contract between the parties was revised and updated and each year thereafter the contract continued to be renewed annually based on the language of the agreement. The 2012 contract started at a fixed price for use of the Manteca Animal Shelter of \$60,000. The contract contained language that the cost of the contract would increase at 3% annually at a flat rate; and

WHEREAS, in early 2021, the Manteca Police Department reached out to City staff to begin negotiations on a new contract for Animal Shelter services. The concern at the time was that the costs of providing the service had grown at a rate that had outpaced the automatic increases of 3% annually. The City of Lathrop paid Manteca \$76,006 in the prior Fiscal Year for the use of Manteca's Animal Shelter; and

WHEREAS, the previous contract was accurately paying for operating costs of the facility it was determined that there were no charges for the facility itself. The new contract contains a \$1,000/ month charge for rent of the shelter itself. After good faith negotiations between representatives from both City's a new contract was presented to the Manteca City Council in the amount of \$94,587 annually; and

WHEREAS, the new contract was approved by the Manteca City Council on September 21, 2021. City of Manteca Staff advised Lathrop Staff that Manteca will need to begin transitioning away from providing animal shelter services to Lathrop in the near future.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby approve the new Animal Shelter Services Agreement with the City of Manteca.

The foregoing resolution was passed and adopted this 11th day of October, 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

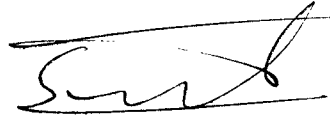
ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:



Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

ATTACHMENT B

AGREEMENT REGARDING ANIMAL SERVICES FACILITIES

This agreement (the "Agreement") is made by and between the City of Lathrop, a municipal corporation, (hereinafter "Lathrop") and the City of Manteca, a municipal corporation (hereinafter "Manteca") (together the "Parties") effective the 1st day of October 1, 2021, and expiring on September 30, 2022, regarding the use of the Manteca Animal Control Facility (hereinafter the "Shelter") subject to the following terms and conditions.

RECITALS

WHEREAS, there is no physical facility in the city limits of Lathrop for the placement and impoundment of animals found in the Lathrop city limits until redeemed, adopted or euthanized; and

WHEREAS, Lathrop has been contracting with Manteca for Shelter services since 2002; and

WHEREAS, Lathrop desires to continue to contract with Manteca for Shelter services subject to the terms and conditions set out below;

WHEREAS, the Parties recognize, acknowledge, and agree that this shall be the last contract and term between the Parties for Manteca to provide the services described herein to Lathrop; and

WHEREAS, the Parties have met, conferred, and negotiated in good faith, and agree to the terms and conditions set out below;

NOW THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement. Neither Party is the agent, representative, and/or employee of the other in any capacity whatsoever. Neither Party nor its employees, agents, and/or representatives shall have a claim against the other Party under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.
2. **INDEMNIFICATION:** To the fullest extent permitted by law, Lathrop shall hold harmless, defend and indemnify the City of Manteca, its City Council, its

employees, staff, appointed, and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except to the extent such Liabilities are caused by the negligence of Manteca. Manteca may participate in the defense of any such claim without relieving Lathrop of any obligation hereunder. Lathrop shall adjust and bolster its insurance, accordingly. The obligations of this indemnity shall be for the full amount of all damage to Manteca, including defense costs, and shall not be limited by any insurance limits.

Manteca shall hold harmless, defend and indemnify the City of Lathrop, its City Council, its employees, staff, appointed, and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, except to the extent such Liabilities are caused by the negligence of Lathrop. Lathrop may participate in the defense of any such claim without relieving Manteca of any obligation hereunder.

3. **TERM AND COSTS:** The term of this agreement shall begin on October 1, 2021, and conclude on September 30, 2022. This agreement and the Parties' relationship regarding Lathrop's use of the Shelter shall expire at the end of this agreement (September 30, 2022). The Parties may mutually agree in writing to extend the term of this Agreement an additional one-month, two-months, but no more than three-months, subject to the same terms and conditions set out herein. Such an agreement to extend this Agreement must be in writing and must be reached at least ninety (90) days before the expiration of the term of this Agreement; otherwise, this Agreement shall expire on September 30, 2022.

For the term set out herein, annual compensation is to be paid to the City of Manteca, by the City of Lathrop, in the amount of \$94,587, subject to additional costs as noted below in Section 8. The above mentioned amount includes one-thousand (\$1,000) dollars a month rent for the Shelter. Payments shall be made monthly, in advance, for one-twelfth of the year's annual cost. Payments received later than the 15th of the month in which they are due will be assessed a 10% late fee. Additional costs (as set out below in Section 8) shall be paid by Lathrop to Manteca within thirty (30) days after Lathrop receives the bill from Manteca. Late fees for additional costs shall be capped at 3%, unless Manteca agrees in writing to waive the late fee.

Either Party may terminate this Agreement by providing the other Party 120 days' written notice.

4. **USE:** The Parties agree that Manteca will provide animal shelter services to Lathrop for animals impounded pursuant to and consistent with state and local law. Such services shall include, but not be limited to receiving all live and dead animals at the Shelter, providing live animals at the Shelter with food, water, housing, vaccinations and emergency veterinary care, euthanizing animals, arranging for the redemption of animals, arranging for the adoption of animals, arranging for placement of animals with rescue organizations, arranging for the spay/neutering of animals, and collecting fees related to the aforementioned services.
5. **OPERATIONS:** All Shelter operations, including all handling of animals from intake to disposition, hours of operations, and facility management, shall be under the exclusive control of the Manteca Police Department and in accordance with the policies and procedures of the City of Manteca and Manteca Police Department.
6. **EUTHANIZATION:** In the event that an animal originating in the city limits of Lathrop is impounded at the Manteca Shelter, and is to be euthanized, Manteca personnel shall perform such euthanization, and shall do so in accordance with State law. For purposes of determining the requisite impound period, Manteca personnel shall use the impound date, in accordance with State law and City of Manteca policies and practices. Animals may be held longer than is required, at the sole discretion of the Shelter personnel. Any disputes arising under sections 5 or 6 shall be resolved by the Manteca Chief of Police in his/her sole discretion.
7. **ADOPTION/REDEMPTION:** The Parties agree that Manteca shall provide all necessary personnel for the surrender, adoption, and redemption of animals originating in the corporate limits of Lathrop. Manteca shall collect all necessary license, board, care, adoption, and surrender and impoundment fees relative to an adoption, surrender or redemption. When providing adoption or redemption services, Manteca shall also collect the spay/neuter deposits required under California Law, if applicable, for animals originating in the corporate limits of the City of Lathrop. Manteca shall collect all fees mandated by State law, including but not limited to, those fees required under the California Food & Agriculture Code.
8. **VETERINARY CARE & VACCINATION COSTS:** Lathrop shall be responsible for all veterinary costs associated with a Lathrop animal (i.e., any animal Lathrop brings to and/or transports to the Shelter). In the event that Shelter personnel determine that a Lathrop animal being held at the Shelter is in need of veterinary care the Manteca personnel will contact Lathrop personnel for transport of the pet for veterinary care; again, Lathrop will responsible for such related costs. In an emergency situation,

Manteca Shelter personnel will obtain the necessary care and then as soon as practical Manteca Shelter personnel will make every effort to notify the Lathrop Animal Services Director of the circumstances; again, Lathrop will responsible for such related costs. Pursuant to Manteca Shelter practices and policies, all animals will be evaluated at intake by Manteca Shelter personnel for the need to be vaccinated. All animals determined to be in need of vaccination shall be vaccinated by Manteca personnel. A record will be kept of all Lathrop animals that are vaccinated and the City of Lathrop shall reimburse the City of Manteca for the actual cost of all vaccines used on Lathrop animals. Lathrop will retain the right to vaccinate their own animals prior to delivery at the shelter. If Lathrop personnel provide Manteca with proof of vaccination, no further vaccinations are needed.

9. CREDITS AND OFFSETS: Manteca shall pay Lathrop, on a monthly basis, all fees and fines collected, including but not limited to unaltered animal impound fees, license fees, surrender fees, adoption fees, impound fees, spay/neuter fees, fines, board, care and veterinary/medical costs received by the Manteca facility for animals originating in the city limits of the City of Lathrop.
10. SPAY/NEUTER DEPOSITS AND FINES: Manteca shall collect all spay and neuter deposits required under the California Food & Agriculture Code for all animals originating from or adopted to Lathrop. Manteca shall pay over to Lathrop, on a monthly basis, all such deposits that may be received. Lathrop shall expressly indemnify, release, save, and hold Manteca harmless from and against any and all third party claims relating to the legal collection, retention and expenditure of such spay and neuter deposits.
11. CONFLICT OF INTEREST; CONFIDENTIALITY: The Parties covenant that they presently have no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
12. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

the California Fair Employment & Housing Act (“FEHA”) and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

15. **AUDITS; ACCESS TO RECORDS:** A Party shall make available to the other Party, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures or disbursements charged to a Party, and shall furnish to the Party, its authorized agents, officers or employees such other evidence or information as the Party may require with regard to any such expenditure or disbursement charged by or to a Party. The Parties shall maintain full and adequate records in accordance with generally accepted practices to show any actual costs incurred by in the performance of this Agreement.
16. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
17. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between Manteca and Lathrop relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
18. **HEADINGS:** Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
19. **ADVERTISING OR PUBLICITY:** Neither Party shall use the name of the other Party, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of the other Party in each instance.
20. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual, written agreement of the Parties. No

supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

21. **SUBCONTRACTING/ASSIGNMENT:** Neither Party shall subcontract, assign or delegate any portion of this Agreement and/or any duties or obligations hereunder without the other Party's prior, written approval. Failure to do adhere to this provision shall result in a material breach by a Party. Moreover, neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
22. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2) shall survive termination or expiration.
23. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
24. **EXTENSION:** This agreement may be extended by mutual, written agreement of Manteca and Lathrop, subject to the requisite approval of the City Council or their designee, and subject to Section 3 above.
25. **SIGNATORY:** By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
26. **VENUE AND CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California. The exclusive venue to resolve any disputes that may arise during the term of and/or related to this Agreement are the state and federal courts of San Joaquin County, California.
27. **INSURANCE**

A. Insurance requirements for Lathrop can be found on the attached form to this Agreement. Other insurance provisions can be found below:

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VI and shall be endorsed with language substantially as follows:

- (1) Manteca, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to general liability policy arising out of work performed by or on behalf of Lathrop, including materials, parts, or equipment furnished in connection with such work.
- (2) The general liability policy shall be considered primary insurance as respects Manteca, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by Manteca, including any self-insured retention Manteca may have, shall be considered excess insurance only and shall not contribute with it.
- (3) The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (4) The insurer waives all rights of subrogation against Manteca, its elected and appointed officers, officials, employees, and agents.
- (5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Manteca, its elected and appointed officers, officials, employees, agents, or volunteers.
- (6) Any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to Manteca.
- (7) Manteca will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or equivalent.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to Manteca. At Manteca's option, Lathrop shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. Lathrop shall provide to Manteca certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with Manteca on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with Manteca at all times during the term of this Agreement.

28. **MEDIATION:** The Parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the Parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE (“JAMS”) or its successor in interest. JAMS shall provide the Parties with the names of five qualified mediators. Each Party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

[REST OF PAGE LEFT INTENTIONALLY BLANK]

The Parties, by and through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City of Manteca,
a California municipal corporation

By:

Benjamin Cantu
Mayor, City of Manteca

By:

Toby Wells
City Manager

ATTEST:

By:
City Clerk
Cassandra Candini-Tilton

APPROVED AS TO FORM:

By:
City Attorney
L. David Nefouse

By:
Acting Finance Director
Jared Hansen

By:
Director of Employee Services & Engagement
Aaron Slater

City of Lathrop,
a California municipal corporation

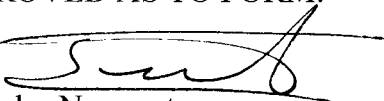
By:

Stephen J. Salvatore
City Manager
City of Lathrop

ATTEST:

By:
Teresa Vargas
City Clerk

APPROVED AS TO FORM:

By: 
Salvador Navarrete
City Attorney

ITEM 4.15

CITY MANAGER'S REPORT OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 191 LOTS IN TRACT 4062 WITHIN PHASE 1C OF THE CENTRAL LATHROP SPECIFIC PLAN**

RECOMMENDATION: **Adopt Resolution Approving Final Map for Tract 4062 within Phase 1C of the Central Lathrop Specific Plan, Totaling 191 Single Family Lots and Subdivision Improvement Agreement with Lathrop Land Acquisition, LLC**

SUMMARY:

The proposed Final Map for Tract 4062, included as Attachment "C", will subdivide the third neighborhood in the Central Lathrop Specific Plan (CLSP) area, known as Phase 1C, which will establish a total of 191 single-family lots. A Vicinity Map is included as Attachment "B".

Staff recommends that City Council approve the proposed Final Map for Tract 4062 within Phase 1C of CLSP, totaling 191 single-family lots and a Subdivision Improvement Agreement (SIA) with Lathrop Land Acquisition, LLC (Saybrook), included as Attachment "D".

BACKGROUND:

On October 5, 2006, the City approved a Vesting Tentative Map (VTM) for Tract 3533 to create 62 parcels on 960 acres of land. On March 20, 2007, the City approved a VTM for Tract 3647 to subdivide a portion of Tract 3533 into 1,071 parcels on 190 acres of land. The land for the proposed Final Map for Tract 4062 is within the geographic boundaries of the VTMs for Tracts 3533 and 3647 and will be the only subdivision of Phase 1C.

As required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements. The total cost of the improvements for CLSP Phase 1C is \$14,083,770, however, a large percentage of the improvements have already been constructed and therefore do not need to be guaranteed. Performance and labor & material securities have been provided to the City with the SIA in the amount of:

Unfinished Improvement Total:	\$11,931,878
Performance Bond (110% of Unfinished Improvements):	\$13,125,066
Labor & Material Bond (50% of Performance Bond):	\$6,562,533

CITY MANAGER’S REPORT **PAGE 2**
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT
FOR 191 LOTS IN TRACT 4062 WITHIN PHASE 1C OF THE CENTRAL LATHROP
SPECIFIC PLAN

Acceptance of the public improvements will be prepared for Council consideration by staff at a later date when the unfinished improvements are completed. Prior to acceptance, Saybrook will be required to provide a one (1) year warranty bond.

Saybrook must satisfy the Escrow Instructions, included as Attachment “E”, to guarantee the payment of all fees and execution of the documents related to the SIA.

REASON FOR RECOMMENDATION:

Saybrook has fulfilled the requirements of the City’s subdivision ordinance as listed below:

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Faithful Performance and Labor & Materials Security	Received
4. Street Improvement, Landscape, Light & Joint Trench Plans	Completed
5. Geotechnical Report	Completed
6. Allocation of Water and Sewer capacity	Completed
7. Escrow Instructions	Completed
Fees	Status
1. Final Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid
3. Sierra Club Settlement fee	Paid

FISCAL IMPACT:

There is no budget impact to the City as all costs are covered by development fees and any shortfalls in the City’s maintenance and operating costs are covered by the existing Community Facility District 2019-2.

OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING

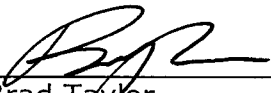
**APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT
FOR 191 LOTS IN TRACT 4062 WITHIN PHASE 1C OF THE CENTRAL LATHROP
SPECIFIC PLAN**

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4062 within Phase 1C of the Central Lathrop Specific Plan, Totaling 191 Single Family Lots and a Subdivision Improvement Agreement with Lathrop Land Acquisition, LLC
- B. Vicinity Map - CLSP Phase 1C
- C. Final Map - Tract 4062
- D. Subdivision Improvement Agreement with Lathrop Land Acquisition, LLC for Final Map Tract 4062
- E. Escrow Instructions for Final Map Tract 4062

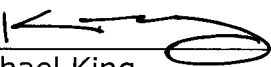
CITY MANAGER'S REPORT **PAGE 4**
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT
FOR 191 LOTS IN TRACT 4062 WITHIN PHASE 1C OF THE CENTRAL LATHROP
SPECIFIC PLAN

APPROVALS




Brad Taylor
Land Development Manager

9/22/2021
Date




Michael King
Public Works Director

9-22-2021
Date



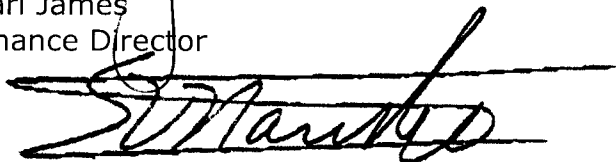
Glenn Gebhardt
City Engineer

9-23-21
Date



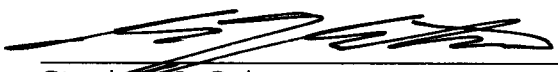
Cari James
Finance Director

9/23/2021
Date



Salvador Navarrete
City Attorney

9/23/21
Date



Stephen J. Salvatore
City Manager

10-5-21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4062 WITHIN PHASE 1C OF THE CENTRAL LATHROP SPECIFIC PLAN, TOTALING 191 SINGLE FAMILY LOTS AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH LATHROP LAND ACQUISITION, LLC

WHEREAS, on October 5, 2006, the City approved a Vesting Tentative Map (VTM) for Tract 3533 to create 62 parcels on 960 acres of land. On March 20, 2007, the City approved a VTM for Tract 3647 to subdivide a portion of Tract 3533 into 1,071 parcels on 190 acres of land; and

WHEREAS, the land for the proposed Final Map for Tract 4062 is within the geographic boundaries of the VTMs for Tracts 3533 and 3647; and

WHEREAS, required by the City’s subdivision ordinance, all final maps must include a SIA to guarantee specific offsite and onsite improvements; and

WHEREAS, the total cost of the improvements for CLSP Phase 1C is \$14,083,770, however, a large percentage of the improvements have already been constructed and therefore do not need to be guaranteed. Performance and labor & material securities have been provided to the City with the SIA in the amount of the following; and

Unfinished Improvement Total:	\$11,931,878
Performance Bond (110% of Unfinished Improvements):	\$13,125,066
Labor & Material Bond (50% of Performance Bond):	\$6,562,533

WHEREAS, acceptance of the public improvements will be prepared for Council consideration by staff at a later date when the unfinished improvements are completed. Prior to acceptance, Lathrop Land Acquisition, LLC (Saybrook) will be required to provide a one (1) year warranty bond; and

WHEREAS, there is no budget impact to the City as all costs are covered by development fees and any shortfalls in the City’s maintenance and operating costs are covered by the existing Community Facilities District 2019-2; and

WHEREAS, Saybrook must satisfy the Escrow Instructions, included as Attachment “E”, as attached to the City Manager’s Report, to guarantee the payment of all fees and execution of the documents related to the SIA.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop approves and accepts the following actions:

1. The Final Map for Tract 4062 is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.

2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with Lathrop Land Acquisition, LLC, in substantially the form as attached to the October 11, 2021 staff report, the file executed copy will be filed with the City Clerk.

The foregoing resolution was passed and adopted this 11th day of October 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

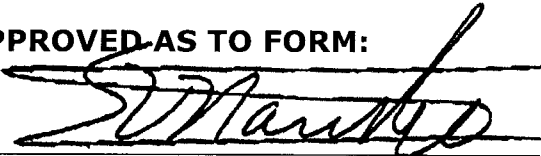
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CENTRAL LATHROP SPECIFIC PLAN - TRACT 4062 VICINITY MAP



MACKAY & SOMPS
 ENGINEERS PLANNERS SURVEYORS
 25231-000 09.13.2021

P:\25231\DES\EXH-D\TRACT 4062 - VICINITY MAP.DWG
 09-13-2021 8:17am Jeff Matson

REFERENCES:
 (R-1) TRACT NO. 3533 MAPS & PLATS BK. 40, PG. 100, S.J.C.R.
 (R-2) LOT LINE ADJUSTMENT - _____ DOCUMENT NO. _____

BASIS OF BEARINGS:
 THE BEARING NORTH 64°56'12" EAST BETWEEN FOUND MONUMENTS
 IN SPARTAN WAY (FORMERLY LATHROP ROAD) AS SHOWN ON
 TRACT 3533, IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100,
 SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF
 BEARINGS SHOWN HEREON.



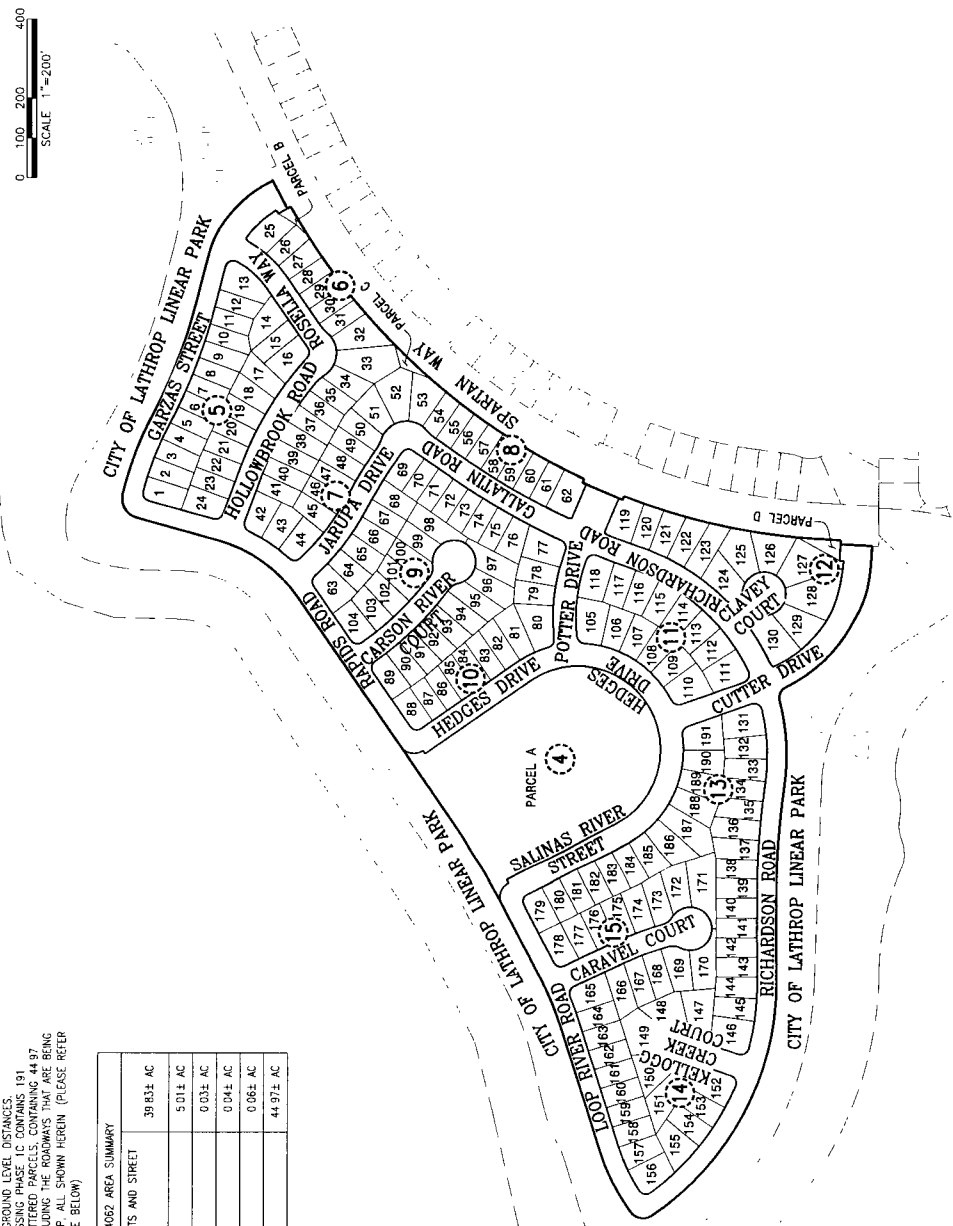
0 100 200 400
 SCALE 1"=200'

TRACT 4062 AREA SUMMARY	
191 RESIDENTIAL LOTS AND STREET DEDICATIONS	39.93± AC
PARCEL A	5.01± AC
PARCEL B	0.03± AC
PARCEL C	0.04± AC
PARCEL D	0.06± AC
TOTAL	44.97± AC

- NOTES:
 1. DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
 2. TRACT 4062, STAMFORD CROSSING PHASE 1C, CONTAINS 191 RESIDENTIAL LOTS, AND 4 LETTERED PARCELS CONTAINING 44.97 ACRES, MORE OR LESS, INCLUDING THE ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP. ALL SHOWN HEREON. (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW)

- LEGEND
- DISTINCTIVE BORDER
 - RIGHT OF WAY LINE
 - LOT LINE/PARCEL LINE
 - EXISTING PROPERTY LINE
 - EASEMENT LINE
 - EXISTING EASEMENT LINE
 - MONUMENT LINE
 - TIE LINE

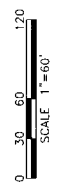
- RELINQUISHMENT OF ADJUTER'S RIGHTS
- ④ FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED
 - ⑤ SET 2 1/2" BRASS DISK STAMPED "S 8817" IN MONUMENT BOX PER CITY OF LATHROP STANDARDS
 - ⑥ SET 3/4" IRON PIPE WITH TAG STAMPED "S 8817"
 - ANGLE POINT
 - BOUNDARY
 - EXISTING
 - IRON PIPE
 - IRON PIPE TO IRON PIPE
 - MONUMENT TO IRON PIPE
 - MONUMENT TO MONUMENT
 - MONUMENT TO PROPERTY LINE
 - DISCONTINUOUS PROPERTY LINE
 - PUBLIC UTILITY EASEMENT
 - PRIVATE ACCESS AND UTILITY EASEMENT
 - MAPS AND PLATS
 - WALL EASEMENT
 - RADIAL BEARING
 - TOTAL
 - S.J.C.R.
 - SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
 - SC100
 - ④ INDICATES SHEET NUMBER



TRACT NO. 4062

SUBDIVISIONS OF SAN JOAQUIN COUNTY
 STAMFORD CROSSING - PHASE 1C
 A SUBDIVISION OF LOTS 12, OF TRACT 3533 AS RECORDED IN BOOK 40
 OF MAPS AND PLATS, AT PAGE 100, AND RESULTANT PARCELS B AND C
 OF THE LLA AS DESCRIBED IN DOCUMENT NUMBER _____, SAN
 JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 28, TOWNSHIP
 1 SOUTH, RANGE 6 EAST, MERIDIAN

SAN JOAQUIN COUNTY, CALIFORNIA
MACKAY & SOMPS

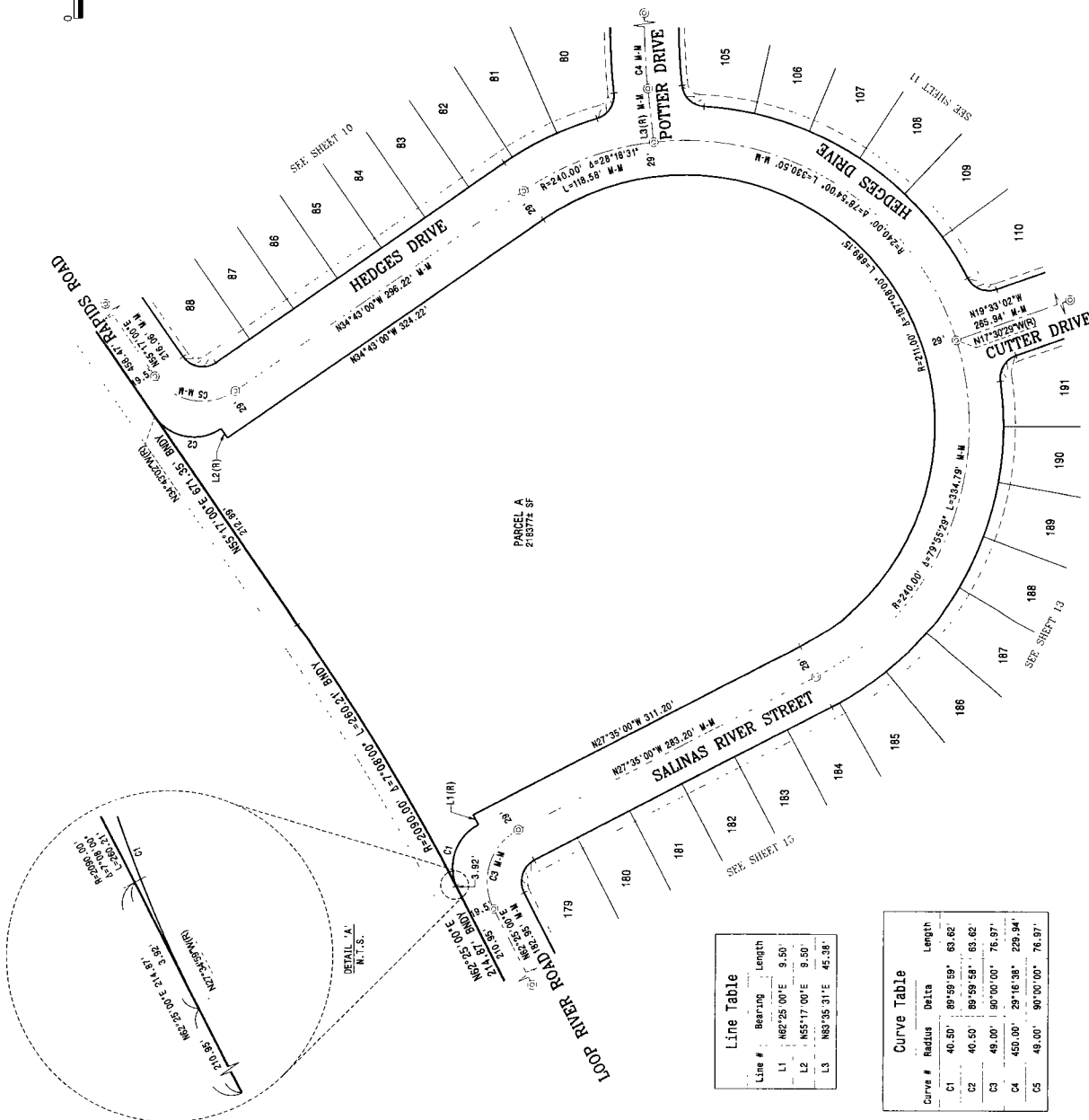


REFERENCES:
 (R-1) TRACT NO. 3533 MAPS & PLATS BK. 40, PG. 100, S.J.C.R.
 (R-2) LOT LINE ADJUSTMENT - _____ DOCUMENT NO. _____
 BASIS OF BEARINGS
 THE BEARING NORTH $44^{\circ}51'17''$ EAST BETWEEN FOUND MONUMENTS
 IN SPAGNAN WAY (FORMERLY LATHROP ROAD) AS SHOWN ON
 TRACT 3533, IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100,
 SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF
 BEARINGS SHOWN HEREON.

NOTES:
 1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES
 2. TRACT 4962, STANFORD CROSSING PHASE 1C, CONTAINS 191
 RESIDENTIAL LOTS, AND 4 LETTERED PARCELS, CONTAINING 44.97
 ACRES, MORE OR LESS, INCLUDING THE ROADWAYS THAT ARE BEING
 ADDED BY THIS FINAL MAP. ALL SHOWN HEREON. (PLEASE REFER
 TO THE AREA SUMMARY TABLE ON SHEET 3.)

LEGEND

- DISTINCTIVE BORDER
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
- IRON PIPE
- RECONSTRUCTION OF ADJUTER'S RIGHTS
- MONUMENT BOX UNLESS OTHERWISE NOTED
- SET 2 1/2" BRASS DISK STAMPED "LS 8817" IN
- SET 3/4" IRON PIPE WITH TAG STAMPED "LS 8817"
- MONUMENT
- EXISTING
- IRON PIPE
- IRON PIPE TO IRON PIPE
- IRON PIPE TO PROPERTY LINE
- MONUMENT TO IRON PIPE
- M-M
- M-M-L
- M-PL
- M-PL
- O.R.
- P.U.E.
- PAVE
- M&P
- WE
- (R)
- (I)
- TOTAL
- S.J.C.R.
- S.S.O.D.
- SAN JOAQUIN COUNTY RECORDS
- SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
- INDICATES SHEET NUMBER



Line Table		
Line #	Bearing	Length
L1	N62°25'00"E	9.50
L2	N55°17'00"E	8.50
L3	N83°35'31"E	45.38

Curve Table			
Curve #	Radius	Delta	Length
C1	40.50'	89°59'59"	63.62'
C2	40.50'	89°59'58"	63.62'
C3	49.00'	90°00'00"	76.97'
C4	450.00'	29°16'38"	229.94'
C5	49.00'	90°00'00"	76.97'

TRACT NO. 4062

SUBDIVISIONS OF SAN JOAQUIN COUNTY
 STANFORD CROSSING - PHASE 1C
 A SUBDIVISION OF LOTS 12, OF TRACT 3533 AS RECORDED IN BOOK 40
 OF MAPS AND PLATS, AT PAGE 100, AND RESULTANT PARCELS B AND C
 OF THE LLA AS DESCRIBED IN DOCUMENT NUMBER _____, SAN
 JOAQUIN COUNTY RECORDS, SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, TOWNSHIP
 1 SOUTH, RANGE 8 EAST, MOUNT Diablo Base & Meridian

MACKAY & SOMPS
 SAN JOAQUIN COUNTY, CALIFORNIA

NOTES:
 1 ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES
 2 TRACT 4062, STANFORD CROSSING PHASE 1C CONTAINS 197
 MAPS AND PLATS, AT PAGE 100, AND RESULTANT PARCELS 9 AND C
 OF THE LLA AS DESCRIBED IN DOCUMENT NUMBER 457770852, SAN
 JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF
 BEARINGS SHOWN HEREON

LEGEND
 DISTINCTIVE BORDER
 RIGHT OF WAY LINE
 LOT LINE/PARCEL LINE
 EXISTING PROPERTY LINE
 EASEMENT LINE
 EXISTING EASEMENT LINE
 MONUMENT LINE
 TIE LINE
 RELINQUISHMENT OF ABUTTER'S RIGHTS
 FOUND 2 1/2" BRASS DISK IN CONCRETE
 MONUMENT BOX UNLESS OTHERWISE NOTED
 SET 2 1/2" BRASS DISK STAMPED "LS 8817" IN
 MONUMENT BOX PER CITY OF LATHROP STANDARDS
 SET 3/4" IRON PIPE WITH TAG STAMPED "LS 8817"
 ANGLE POINT
 BOUNDARY
 ENDY
 EX
 IRON PIPE TO IRON PIPE
 IRON PIPE TO PROPERTY LINE
 MONUMENT TO IRON PIPE
 MONUMENT TO MONUMENT
 MONUMENT TO PROPERTY LINE
 M-PL
 OFFICIAL RECORDS
 PUBLIC UTILITY EASEMENT
 PRIVATE ACCESS AND UTILITY EASEMENT
 MAPS AND PLATS
 WALL EASEMENT
 RADIAL BEARING
 TOTAL
 SAN JOAQUIN COUNTY RECORDS
 S.J.C.R.
 S.S.U.D.
 SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
 INDICATES SHEET NUMBER

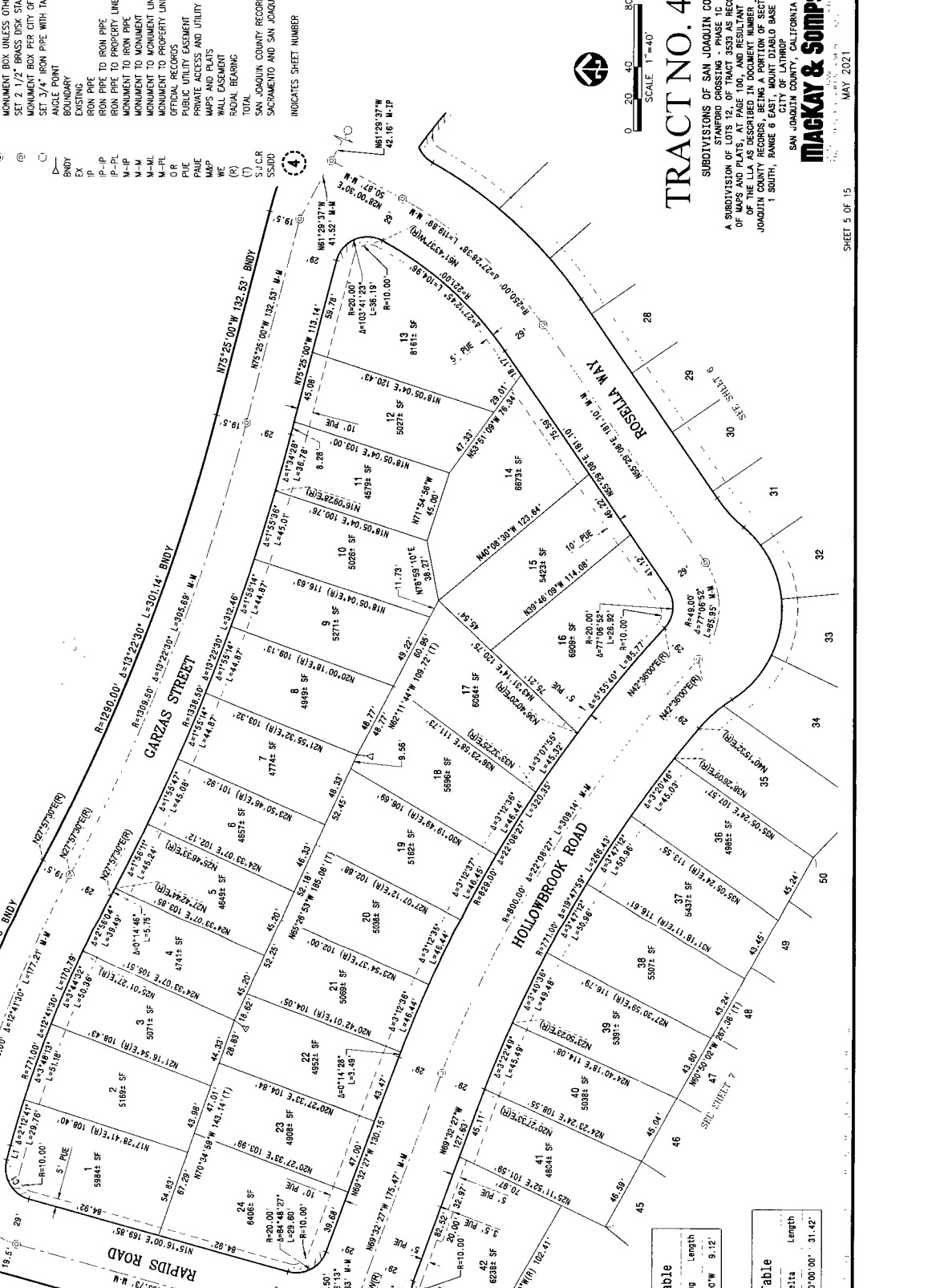
REFERENCES:
 (R-1) TRACT NO. 3533, MAPS & PLATS BK. 40, PG. 100, S.J.C.P.
 (R-2) LOT LINE ADJUSTMENT - DOCUMENT NO. _____
 BASIS OF BEARINGS:
 THE BEARING NORTH 64°56'12" EAST BETWEEN FOUND MONUMENTS
 IN SPARTAN WAY (FORMERLY LATHROP ROAD) AS SHOWN ON
 TRACT 3533, IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100,
 SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF
 BEARINGS SHOWN HEREON

LINE TABLE

Line #	Bearing	Length
L1	N74°44'00"W	9.12

CURVE TABLE

Curve #	Radius	Delta	Length
C1	20.00'	90°00'00"	31.42'



MACKAY & SOMPS
 SURVEYORS
 1000 N. G ST. LATHROP, WA 98646
 TEL: 360.933.8888
 FAX: 360.933.8889
 WWW.MACKAYANDSOMPS.COM

TRACT NO. 4062
 SUBDIVISIONS OF SAN JOAQUIN COUNTY
 STANFORD CROSSING - PHASE 1C
 A SUBDIVISION OF LOTS 12, OF TRACT 3533 AS RECORDED IN BOOK 40
 OF MAPS AND PLATS, AT PAGE 100, AND RESULTANT PARCELS 9 AND C
 OF THE LLA AS DESCRIBED IN DOCUMENT NUMBER 457770852, SAN
 JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS
 SHOWN HEREON. THIS MAP IS A REVISION OF SECTION 25, TOWNSHIP
 1 SOUTH, RANGE 9 EAST, MERIDIAN BASE & WERTIDIAN
 SAN JOAQUIN COUNTY, CALIFORNIA

REFERENCES:
 (R-1) TRACT NO. 3533 MAPS & PLATS BK 40, PG. 100, S.I.C.R.
 (R-2) LOT LINE ADJUSTMENT - _____ DOCUMENT NO _____

BASIS OF BEARINGS:
 THE BEARING NORTH 62°54'17" EAST BETWEEN FOUND MONUMENTS IN SPARTAN WAY (FORMERLY LATHROP ROAD) AS SHOWN ON TRACT 3533, IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

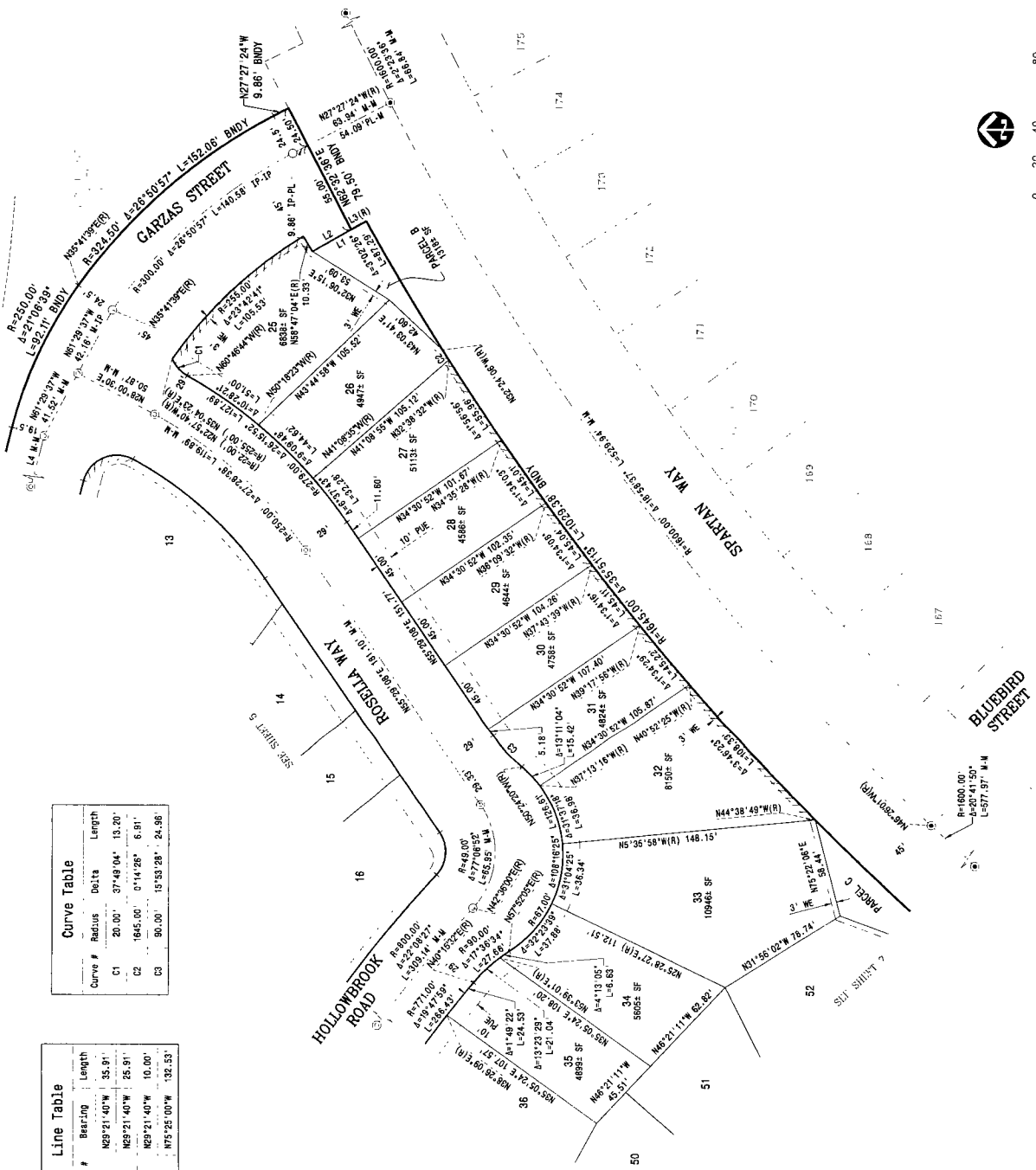
NOTES:
 1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
 2. TRACT 4062, STANFORD CROSSING PHASE 1C CONTAINS 191 RESIDENTIAL LOTS, AND 4 LETTERED PARCELS, CONTAINING 44.97 ACRES, MORE OR LESS, INCLUDING THE ROADWAYS THAT ARE BEING DECIDED BY THIS FINAL MAP. ALL SHOWN HEREON. (PLEASE REFER TO THE AREA SUMMARY TABLE ON SHEET 3.)

LEGEND

- DISTINCTIVE BORDER
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
- TIE LINE
- ⊙ RELINQUISHMENT OF ABUTTER'S RIGHTS
- ⊙ FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED
- ⊙ SET 2 1/2" BRASS DISK STAMPED "LS 8817" IN MONUMENT BOX PER CITY OF LATHROP STANDARDS
- ⊙ SET 3/4" IRON PIPE WITH TAG STAMPED "LS 8817"
- ⊙ ANGLE POINT
- BOUNDARY
- EXISTING
- IRON PIPE
- IRON PIPE TO IRON PIPE
- IRON PIPE TO PROPERTY LINE
- MONUMENT TO IRON PIPE
- MONUMENT TO MONUMENT
- MONUMENT TO PROPERTY LINE
- MONUMENT TO MONUMENT LINE
- MONUMENT TO MONUMENT LINE
- PUBLIC UTILITY EASEMENT
- PRIVATE ACCESS AND UTILITY EASEMENT
- MAPS AND PLATS
- WE
- WALL EASEMENT
- RADIAL BEARING
- TOTAL
- SAN JOAQUIN COUNTY RECORDS
- S.I.C.R.
- SS.000
- SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
- Ⓞ INDICATES SHEET NUMBER

Curve #	Radius	Delta	Length
C1	20.00'	37°49'04"	13.20'
C2	1645.00'	0°14'28"	6.91'
C3	90.00'	15°53'28"	24.56'

Line #	Bearing	Length
L1	N69°21'40"W	35.91'
L2	N69°21'40"W	25.91'
L3	N69°21'40"W	10.00'
L4	N75°25'00"W	132.53'

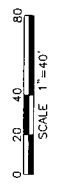


TRACT NO. 4062

SUBDIVISIONS OF SAN JOAQUIN COUNTY
 STANFORD CROSSING - PHASE 1C
 A SUBDIVISION OF LOTS 12, OF TRACT 3533 AS RECORDED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, AND RESULTANT PARCELS B AND C OF THE LLA AS DESCRIBED IN DOCUMENT NUMBER _____, SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MERIDIAN

SAN JOAQUIN COUNTY, CALIFORNIA
MACKAY & SOMPS

SHEET 6 OF 15
 MAY 2021
 25331.000 D



REFERENCES
 (R-1) TRACT NO. 3533 MAPS & PLATS BK. 40, PG. 100, S.J.C.R.
 (R-2) LOT LINE ADJUSTMENT _____ DOCUMENT NO. _____

NOTES:
 1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
 2. TRACT 4062, STANFORD CROSSING PHASE 1C CONTAINS 191 RESIDENTIAL LOTS, AND 4 LETTERED PARCELS, CONTAINING 4.97 ACRES, MORE OR LESS, INCLUDING THE ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP, ALL SHOWN HEREIN. (PLEASE REFER TO THE AREA SUMMARY TABLE ON SHEET 3.)

LEGEND

- DISTINCTIVE BORDER
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
- THE ENCUMBRANCE OF ADJUTER'S RIGHTS FOUND IN 1771 BRASS MARK IN CONCRETE MONUMENT UNLESS OTHERWISE NOTED
- SET 1/2" BRASS DISK SURFACE TO 8817" IN MONUMENT BOX FOR CITY OF STANFORD
- SET 3/4" IRON PIPE WITH TAG STAMPED "LS 8817"
- ANGLE POINT
- BOUNDARY
- EXISTING
- IRON PIPE
- IP-IP IRON PIPE TO IRON PIPE
- IP-PL IRON PIPE TO PROPERTY LINE
- M-IP MONUMENT TO IRON PIPE
- M-M MONUMENT TO MONUMENT
- M-ML MONUMENT TO MONUMENT LINE
- M-PL MONUMENT TO PROPERTY LINE
- OR OFFICIAL RECORDS
- PUE PUBLIC UTILITY EASEMENT
- PADE PRIVATE ACCESS AND UTILITY EASEMENT
- MPP MAPS AND PLATS
- MPE WALL EASEMENT
- MBE MOUND BEARING
- (T) TOTAL
- S.C.P. SAN JOAQUIN COUNTY RECORDS
- S.S.A.D. SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
- INDICATES SHEET NUMBER

NOTES:
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 2. TRACT 4062, STANFORD CROSSING PHASE 1C CONTAINS 191 RESIDENTIAL LOTS, AND 4 LETTERED PARCELS, CONTAINING 4.97 ACRES, MORE OR LESS, INCLUDING THE ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP, ALL SHOWN HEREIN. (PLEASE REFER TO THE AREA SUMMARY TABLE ON SHEET 3.)

LEGEND

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- BOUNDARY
- EXISTING
- IRON PIPE
- IP-IP IRON PIPE TO IRON PIPE
- IP-PL IRON PIPE TO PROPERTY LINE
- M-IP MONUMENT TO IRON PIPE
- M-M MONUMENT TO MONUMENT
- M-ML MONUMENT TO MONUMENT LINE
- M-PL MONUMENT TO PROPERTY LINE
- OR OFFICIAL RECORDS
- PUE PUBLIC UTILITY EASEMENT
- PADE PRIVATE ACCESS AND UTILITY EASEMENT
- MPP MAPS AND PLATS
- MPE WALL EASEMENT
- MBE MOUND BEARING
- (T) TOTAL
- S.C.P. SAN JOAQUIN COUNTY RECORDS
- S.S.A.D. SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
- INDICATES SHEET NUMBER

NOTES:
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LEGEND

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- M-IP MONUMENT TO IRON PIPE
- M-M MONUMENT TO MONUMENT
- M-ML MONUMENT TO MONUMENT LINE
- M-PL MONUMENT TO PROPERTY LINE
- OR OFFICIAL RECORDS
- PUE PUBLIC UTILITY EASEMENT
- PADE PRIVATE ACCESS AND UTILITY EASEMENT
- MPP MAPS AND PLATS
- MPE WALL EASEMENT
- MBE MOUND BEARING
- (T) TOTAL
- S.C.P. SAN JOAQUIN COUNTY RECORDS
- S.S.A.D. SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
- INDICATES SHEET NUMBER

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LEGEND

- DISTINCTIVE BORDER
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
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- BOUNDARY
- EXISTING
- IRON PIPE
- IP-IP IRON PIPE TO IRON PIPE
- IP-PL IRON PIPE TO PROPERTY LINE
- M-IP MONUMENT TO IRON PIPE
- M-M MONUMENT TO MONUMENT
- M-ML MONUMENT TO MONUMENT LINE
- M-PL MONUMENT TO PROPERTY LINE
- OR OFFICIAL RECORDS
- PUE PUBLIC UTILITY EASEMENT
- PADE PRIVATE ACCESS AND UTILITY EASEMENT
- MPP MAPS AND PLATS
- MPE WALL EASEMENT
- MBE MOUND BEARING
- (T) TOTAL
- S.C.P. SAN JOAQUIN COUNTY RECORDS
- S.S.A.D. SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
- INDICATES SHEET NUMBER

NOTES:
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LEGEND

- DISTINCTIVE BORDER
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
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- SET 3/4" IRON PIPE WITH TAG STAMPED "LS 8817"
- ANGLE POINT
- BOUNDARY
- EXISTING
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- IP-IP IRON PIPE TO IRON PIPE
- IP-PL IRON PIPE TO PROPERTY LINE
- M-IP MONUMENT TO IRON PIPE
- M-M MONUMENT TO MONUMENT
- M-ML MONUMENT TO MONUMENT LINE
- M-PL MONUMENT TO PROPERTY LINE
- OR OFFICIAL RECORDS
- PUE PUBLIC UTILITY EASEMENT
- PADE PRIVATE ACCESS AND UTILITY EASEMENT
- MPP MAPS AND PLATS
- MPE WALL EASEMENT
- MBE MOUND BEARING
- (T) TOTAL
- S.C.P. SAN JOAQUIN COUNTY RECORDS
- S.S.A.D. SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
- INDICATES SHEET NUMBER

NOTES:
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LEGEND

- DISTINCTIVE BORDER
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
- THE ENCUMBRANCE OF ADJUTER'S RIGHTS FOUND IN 1771 BRASS MARK IN CONCRETE MONUMENT UNLESS OTHERWISE NOTED
- SET 1/2" BRASS DISK SURFACE TO 8817" IN MONUMENT BOX FOR CITY OF STANFORD
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- IRON PIPE
- IP-IP IRON PIPE TO IRON PIPE
- IP-PL IRON PIPE TO PROPERTY LINE
- M-IP MONUMENT TO IRON PIPE
- M-M MONUMENT TO MONUMENT
- M-ML MONUMENT TO MONUMENT LINE
- M-PL MONUMENT TO PROPERTY LINE
- OR OFFICIAL RECORDS
- PUE PUBLIC UTILITY EASEMENT
- PADE PRIVATE ACCESS AND UTILITY EASEMENT
- MPP MAPS AND PLATS
- MPE WALL EASEMENT
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- (T) TOTAL
- S.C.P. SAN JOAQUIN COUNTY RECORDS
- S.S.A.D. SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
- INDICATES SHEET NUMBER



Line Table		
Line #	Bearing	Length
L1	N84°32'24"E	20.70'
L2	N84°32'24"E	119.71'

Curve Table		
Curve #	Radius	Delta
C1	20.00'	31°48'15"
C2	20.00'	31°48'15"

TRACT NO. 4062

SUBDIVISIONS OF SAN JOAQUIN COUNTY
 STANFORD CROSSING - PHASE 1C
 A SUBDIVISION OF LOTS 12, OF TRACT 3533 AS RECORDED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, AND RESULTANT PARCELS B AND C OF THE LLA AS DESCRIBED IN DOCUMENT NUMBER _____ SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MERIDIAN 12 BASE & MERIDIAN SAN JOAQUIN COUNTY, CALIFORNIA

MACKAY & SOMPS
 CIVIL ENGINEERS
 1000 N. STANFORD AVE., SUITE 100
 SACRAMENTO, CALIFORNIA 95811
 MAY 2021

REFERENCES:
 (R-1) TRACT NO. 3533 MAPS & PLATS BK. 40, PG. 100, S.J.C.R.
 (R-2) LOT LINE ADJUSTMENT - _____ DOCUMENT NO. _____

BASIS OF BEARINGS:
 THE BEARING NORTH 65°56'12" EAST BETWEEN FOUND MONUMENTS IN STAMFORD CROSSING - PHASE 1C IS THE BASIS OF TRACT 3533 IN BOOK 40 OF MAPS AND PLATS AT PAGE 100. SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

NOTES:
 1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
 2. TRACT 4062, STAMFORD CROSSING PHASE 1C CONTAINS 191 RESIDENTIAL LOTS, AND 4 LETTERED PARCELS, CONTAINING 44.97 ACRES, MORE OR LESS, INCLUDING THE ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP. ALL SHOWN HEREIN (PLEASE REFER TO THE AREA SUMMARY TABLE ON SHEET 3)

LEGEND:
 _____ DISTINCTIVE BORDER
 _____ RIGHT OF WAY LINE
 _____ LOT LINE/PARCEL LINE
 _____ EXISTING PROPERTY LINE
 _____ EXISTING EASEMENT LINE
 _____ EXISTING EASEMENT LINE
 _____ MONUMENT LINE
 _____ TIE LINE

RELINQUISHMENT OF ARBITER'S RIGHTS
 FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED
 SET 2 1/2" BRASS DISK STAMPED "LS 8817" IN MONUMENT BOX PER CITY OF LATHROP STANDARDS
 SET 3/4" IRON PIPE WITH TAG STAMPED "LS 8817" IN MONUMENT BOX PER CITY OF LATHROP STANDARDS

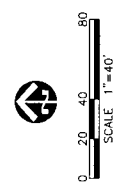
ANGLE POINT
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 MONUMENT TO EASEMENT LINE
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 OFFICIAL RECORDS
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 RADIAL BEARING
 TOTAL
 SAN JOAQUIN COUNTY RECORDS
 S.J.C.R.
 SS.000
 SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT

(4) INDICATES SHEET NUMBER

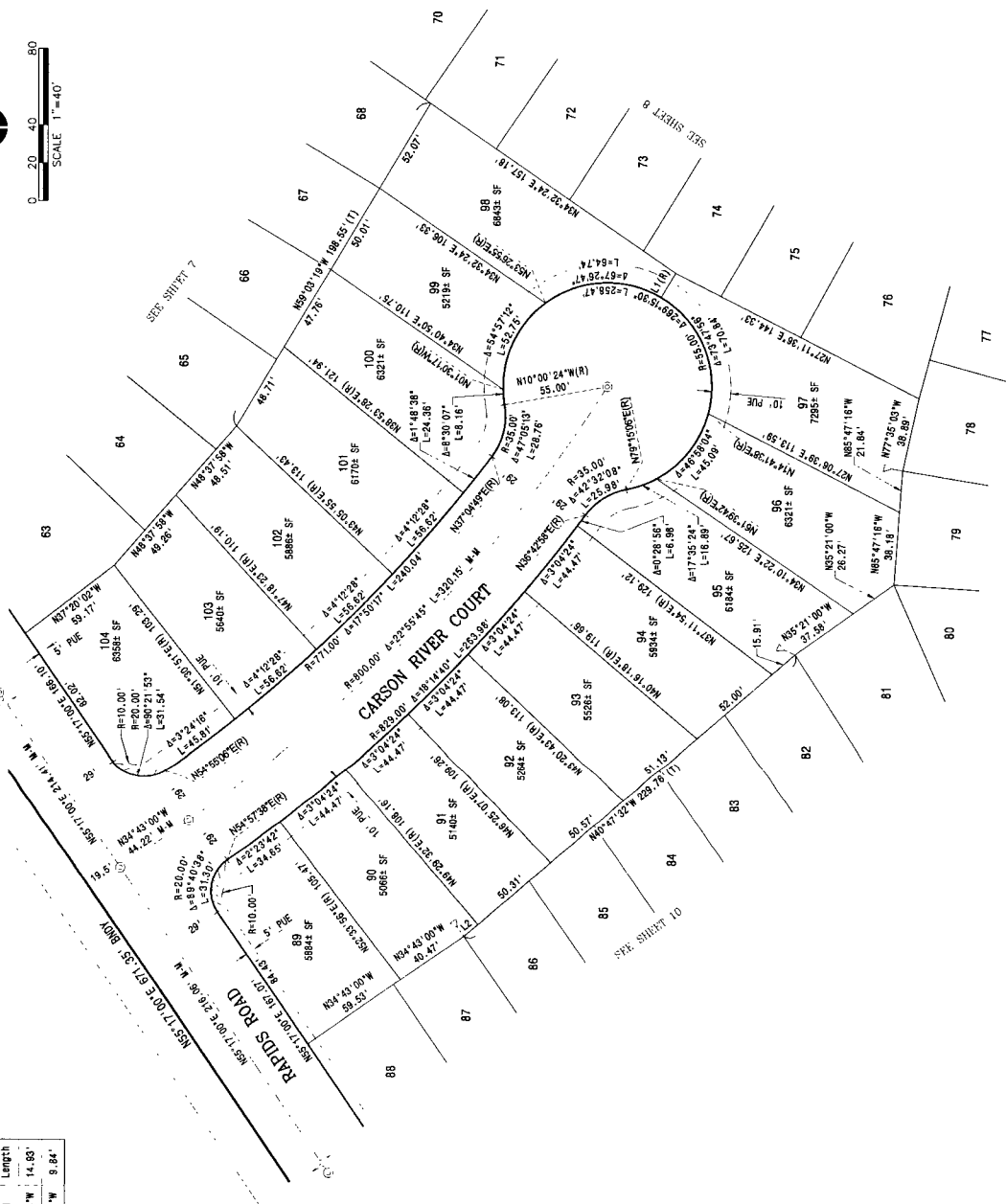
TRACT NO. 4062

SUBDIVISIONS OF SAN JOAQUIN COUNTY
 STAMFORD CROSSING - PHASE 1C
 A SUBDIVISION OF LOTS 12, OF TRACT 3533 AS RECORDED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, AND RESULTANT PARCELS B AND C OF THE LLA AS DESCRIBED IN DOCUMENT NUMBER _____, SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 8 EAST, MERIDIAN 120°00'00" WEST, SAN JOAQUIN COUNTY, CALIFORNIA

MAGKAY & SOMPS
 CIVIL ENGINEERS
 1000 N. STAMFORD CROSSING
 SACRAMENTO, CALIFORNIA 95834
 MAY 2021



Line #	Bearing	Length
L1	N85°05'19"W	14.89'
L2	M0°47'32"W	9.84'



REFERENCES:
 (R-1) TRACT NO 3533 MAPS & PLATS BK. 40, PG. 100, S.J.C.R.
 (R-2) LOT LINE ADJUSTMENT - _____ DOCUMENT NO. _____

BASIS OF BEARINGS:
 THE BEARING NORTH 65°55'17" EAST BETWEEN FOUND MONUMENTS IN SPANISH WAY (FORMERLY LATHROP ROAD) AS SHOWN ON TRACT 3533, IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.



0 20 40 80
 SCALE 1"=40'

NOTES:
 1. ALL DISTANCES SHOWN ARE GROUND LEVEL. DISTANCES TRACT 4062, STANFORD CROSSING PHASE 1C CONTAINS 191 RESIDENTIAL LOTS, AND 4 LETTERED PARCELS, CONTAINING 44.97 ACRES, MORE OR LESS, INCLUDING THE ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP. ALL SHOWN HEREIN (PLEASE REFER TO THE AREA SUMMARY TABLE ON SHEET 3)

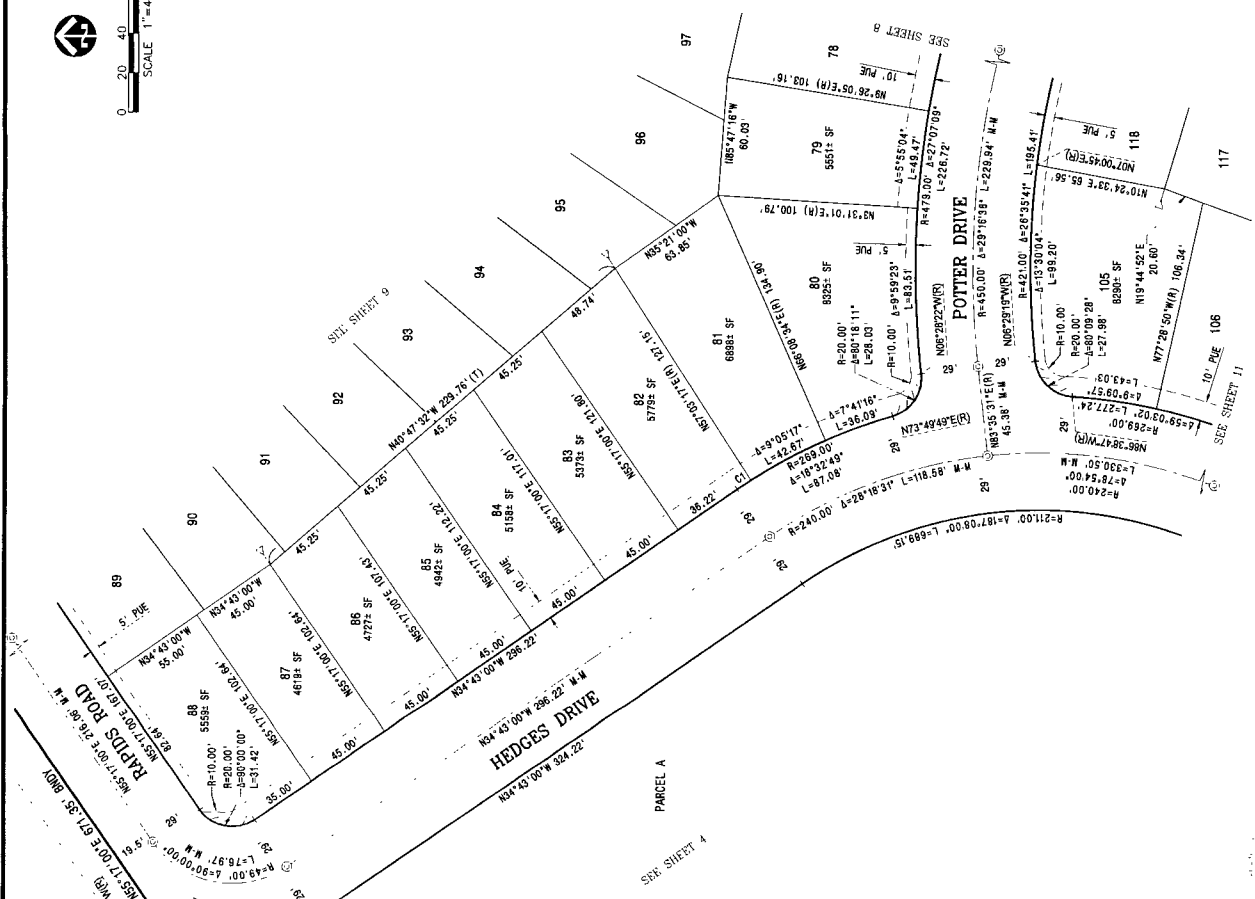
- LEGEND**
- DISTINCTIVE BORDER
 - RIGHT OF WAY LINE
 - LOT LINE/PARCEL LINE
 - EXISTING PROPERTY LINE
 - EASEMENT LINE
 - EXISTING EASEMENT LINE
 - MONUMENT LINE
 - TIE LINE
 - RELINQUISHMENT OF ABUTTER'S RIGHTS
 - FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED
 - SET 2 1/2" BRASS DISK STAMPED "LS 8817" IN MONUMENT BOX PER CITY OF LATHROP STANDARDS
 - SET 3/4" IRON PIPE WITH TAG STAMPED "LS 8817"
 - ANGLE POINT
 - BOUNDARY
 - EXISTING
 - IRON PIPE
 - IRON PIPE TO IRON PIPE
 - IRON PIPE TO PROPERTY LINE
 - MONUMENT TO IRON PIPE
 - MONUMENT TO MONUMENT
 - MONUMENT TO PROPERTY LINE
 - MONUMENT TO PROPERTY LINE
 - PUBLIC RECORDS
 - PRIVATE ACCESS AND UTILITY EASEMENT
 - MAP
 - WE
 - WALL EASEMENT
 - RADIAL BEARING
 - TOTAL
 - SAN JOAQUIN COUNTY RECORDS
 - S.J.C.R.
 - S500
 - SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
 - INDICATES SHEET NUMBER

TRACT NO. 4062

SUBDIVISIONS OF SAN JOAQUIN COUNTY
 STANFORD CROSSING - PHASE 1C
 A SUBDIVISION OF LOTS 12, OF TRACT 3533 AS RECORDED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, AND RESULTANT PARCELS B AND C OF THE LLA AS DESCRIBED IN DOCUMENT NUMBER _____, SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 9 EAST, SAN JOAQUIN COUNTY, CALIFORNIA

MACKAY & SOMPS
 CIVIL ENGINEERS
 1000 N. STANFORD AVE., SUITE 100
 SACRAMENTO, CALIFORNIA 95811
 MAY 2021

SHEET 10 OF 15
 SHEET 10 OF 15
 25331.000 D



Curve Table

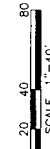
Curve #	Radius	Delta	Length
C1	289.00'	1°46'17"	8.32'

REFERENCES
 (R-1) TRACT NO. 3533 MAPS & PLATS BK 40, PG. 100, S.J.C.R.
 (R-2) LOT LINE ADJUSTMENT - _____ DOCUMENT NO _____

THE BEARING NORTH 65°51'27" EAST BETWEEN FOUND MONUMENTS IN SPARTAN WAY (FORMERLY LATHROP ROAD) AS SHOWN ON TRACT 3533, IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON

NOTES:
 1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES
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LEGEND
 --- DISTINCTIVE BORDER
 --- RIGHT OF WAY LINE
 --- LOT LINE/PARCEL LINE
 --- EXISTING PROPERTY LINE
 --- EASEMENT LINE
 --- EXISTING EASEMENT LINE
 --- MONUMENT LINE
 --- TIE LINE
 --- RELINQUISHMENT OF ARBITER'S RIGHTS
 --- FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED
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 --- BOUNDARY
 --- EXISTING
 --- IRON PIPE TO IRON PIPE
 --- IRON PIPE TO IRON PIPE
 --- MONUMENT TO IRON PIPE
 --- MONUMENT TO MONUMENT LINE
 --- MONUMENT TO PROPERTY LINE
 --- OFFICIAL RECORDS
 --- PUBLIC UTILITY EASEMENT
 --- PRIVATE ACCESS AND UTILITY EASEMENT
 --- MAPS AND PLATS
 --- WALL EASEMENT
 --- RADIAL BEARING
 --- TOTAL
 --- SAN JOAQUIN COUNTY RECORDS
 --- SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
 --- INDICATES SHEET NUMBER



Curve #	Radius	Delta	Length
C1	350.00'	34°58'48"	213.78'

TRACT NO. 4062

SUBDIVISIONS OF SAN JOAQUIN COUNTY
 STANFORD CROSSING - PHASE 1C
 A SUBDIVISION OF LOTS 12, OF TRACT 3533 AS RECORDED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, AND RESULTANT PARCELS B AND C OF THE ILLA AS DESCRIBED IN DOCUMENT NUMBER _____ SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MERIDIAN

SAN JOAQUIN COUNTY, CALIFORNIA
MACKAY & SOMPS
 CIVIL ENGINEERS

REFERENCES:
 (R-1) TRACT NO. 3533 MAPS & PLATS BK 40, PG. 100, S.J.C.R.
 (R-2) LOT LINE ADJUSTMENT - _____ DOCUMENT NO. _____

BASIS OF BEARINGS:
 THE BEARINGS WERE OBTAINED FROM 1/2" CAST IRON MONUMENTS
 IN SPARTAN WAY (FORMERLY LATHROP MONUMENTS AS SHOWN ON
 TRACT 3533 IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100,
 SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF
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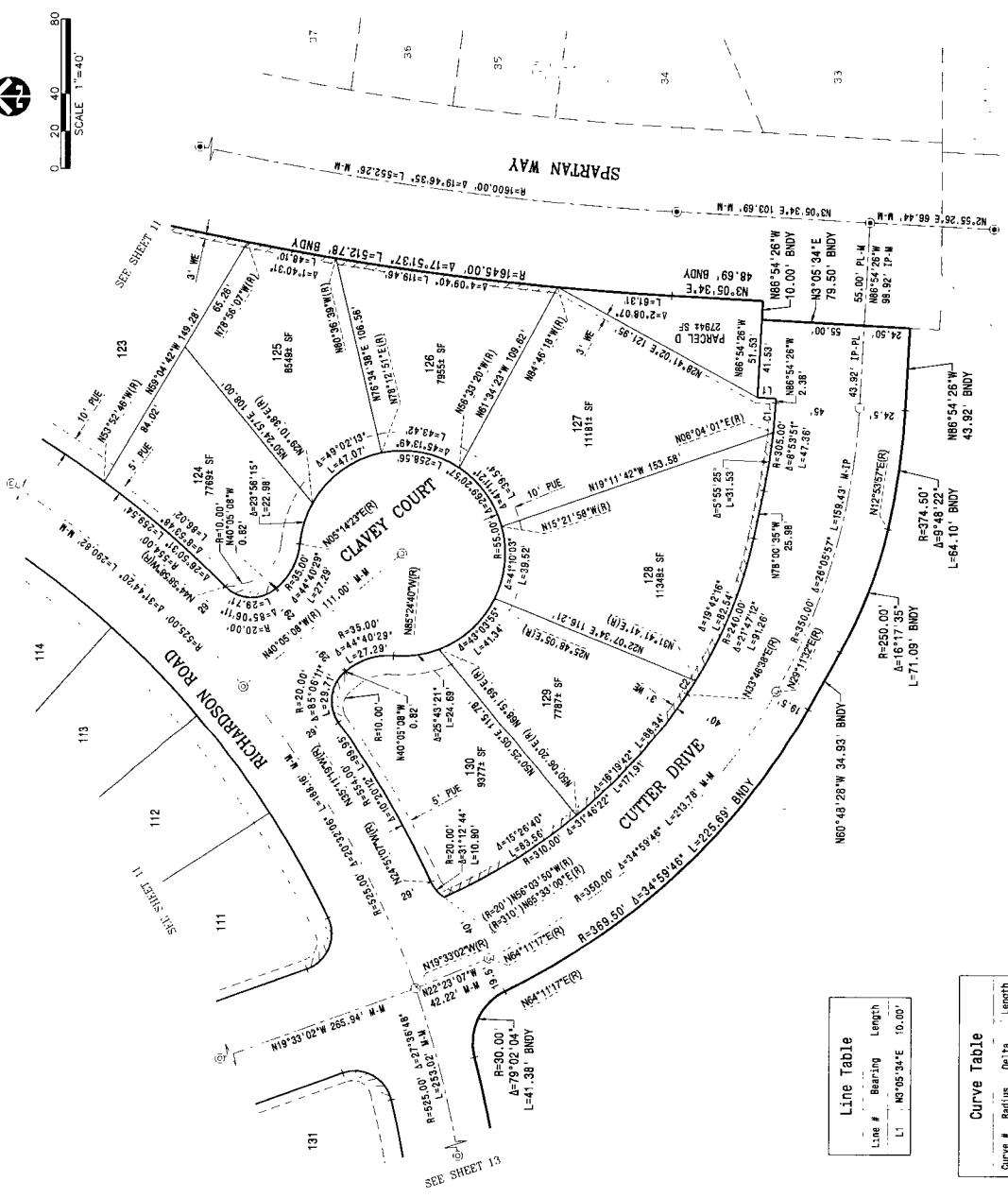
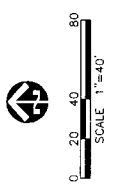
NOTES:
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LEGEND

- DISTINCTIVE BORDER
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- CONVEYANCE LINE
- EASEMENT LINE
- THE LINE

REINFORCEMENT OF ARBITER'S RIGHTS
 FOUND 2 1/2" BRASS DISK IN CONCRETE
 MONUMENT BOX UNLESS OTHERWISE NOTED

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- ANGLE POINT
- BOUNDARY
- EX
- IP
- IP-IP
- IP-PL
- M-M
- M-M
- M-M
- M-PL
- M-PL
- M-PL
- OR
- P.O.E.
- PAVE
- 20'P
- WE
- WE
- (1)
- (1)
- (1)
- S.J.C.R.
- SS.000
- SS.000
- SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
- INDICATES SHEET NUMBER



Line Table

Line #	Bearing	Length
L-1	N305°34'E	10.00'

Curve Table

Curve #	Radius	Delta	Length
C1	305.00'	2°58'26"	15.83'
C2	240.00'	2°04'57"	8.72'

TRACT NO. 4062

SUBDIVISIONS OF SAN JOAQUIN COUNTY
 STANFORD CROSSING - PHASE 1C

A SUBDIVISION OF LOTS 12, OF TRACT 3533 AS RECORDED IN BOOK 40
 OF MAPS AND PLATS, AT PAGE 100, AND RESULTANT PARCELS B AND C
 OF THE LLA AS DESCRIBED IN DOCUMENT NUMBER _____, SAN
 JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 29, TOWNSHIP
 1 SOUTH, RANGE 6 EAST, MERIDIAN

SAN JOAQUIN COUNTY, CALIFORNIA
MACKAY & SOMPS
 REGISTERED PROFESSIONAL LAND SURVEYORS
 MAY 2021

REFERENCES:
 (R-1) TRACT NO. 3533 MAPS & PLATS BK. 40, PG. 100, S.J.C.R.
 (R-2) LOT LINE ADJUSTMENT - _____ DOCUMENT NO. _____

BASIS OF BEARINGS:
 THE BEARING NORTH $65^{\circ}51'17''$ EAST BETWEEN FOUND MONUMENTS IN SPARKIN WAY (FORMERLY LAHROP ROAD) AS SHOWN ON TRACT 3533 IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

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LEGEND

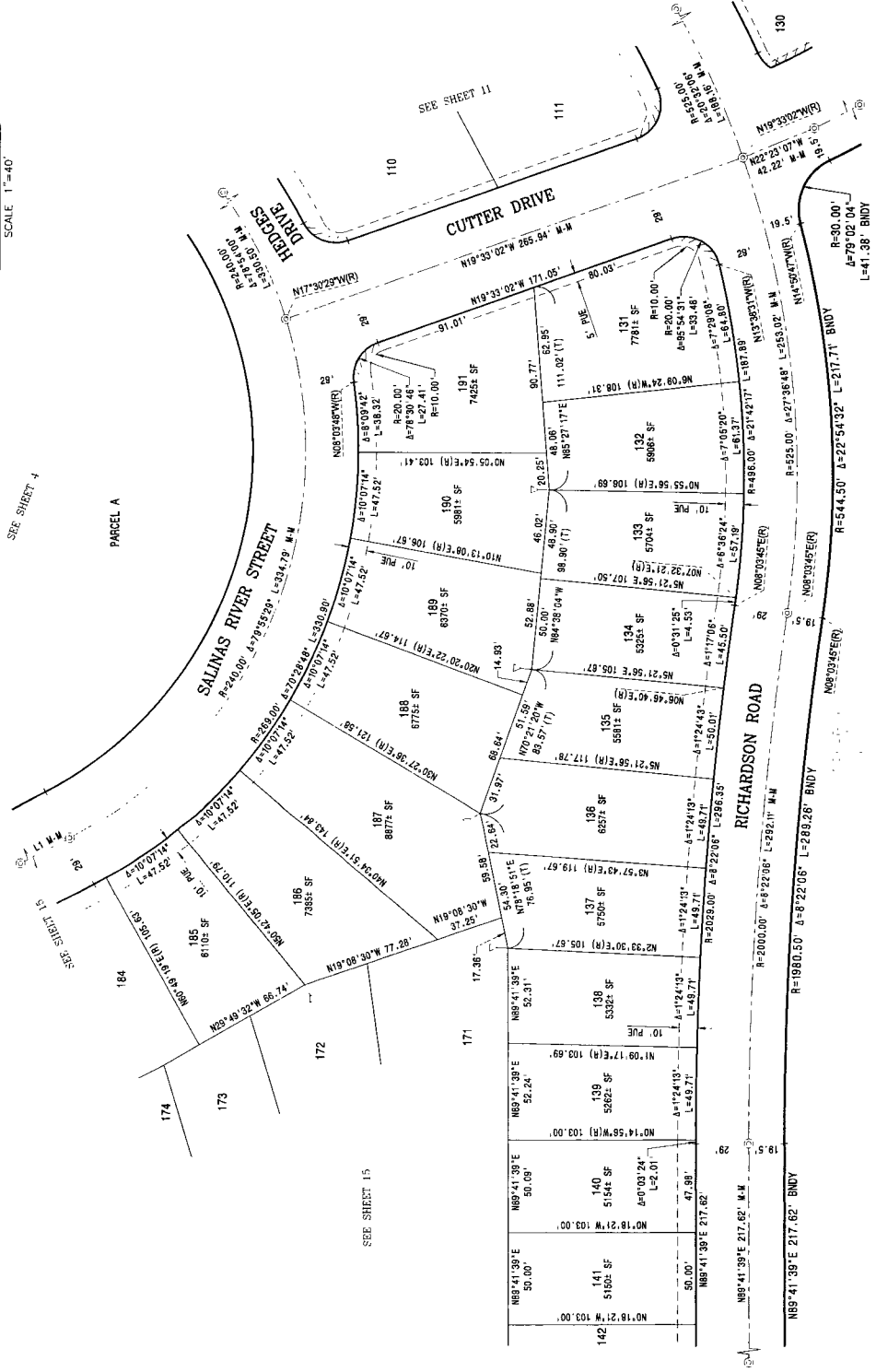
- DISTINCTIVE BORDER
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- MONUMENT LINE
- THE LINE
- RELINQUISHMENT OF ADJUTER'S RIGHTS
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- IRON PIPE TO IRON PIPE
- IRON PIPE TO PROPERTY LINE
- MONUMENT TO IRON PIPE
- MONUMENT TO MONUMENT
- MONUMENT TO PROPERTY LINE
- OFFICIAL RECORDS
- O.R.
- PUBLIC UTILITY EASEMENT
- PAVE
- MAPS AND PLATS
- WALL EASEMENT
- WE
- RADIAL BEARING
- TOTAL
- S.J.C.R.
- SS:000
- SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
- INDICATES SHEET NUMBER



0 20 40 80
 SCALE 1"=40'

SEE SHEET 4

PARCEL A



Line Table		
Line #	Bearing	Length
L1	$N27^{\circ}35'00''$ W	283.20'

TRACT NO. 4062

SUBDIVISIONS OF SAN JOAQUIN COUNTY
 STANFORD CROSSING - PHASE 1C
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SHEET 13 OF 15
 MAY 2021
 25231.000 D

REFERENCES
 (R-1) TRACT NO. 3533 MAPS & PLATS BK. 40, PG. 100, S.J.C.R.
 (R-2) LOT LINE ADJUSTMENT - DOCUMENT NO. _____

BASES OF BEARINGS
 BEING KNOWN ARE 1/2° EAST BETWEEN FOUND MONUMENTS
 IN SPACING OF 100 FEET. THE BEARING OF THE
 TRACT 3533 IN BOOK 40 OF MAPS AND PLATS AT PAGE 100,
 SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF
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- ANGLE POINT
- BNDY
- EA
- IP-IP
- IP-PL
- M-IP
- M-M
- M-ML
- M-PL
- OR
- PUE
- PALE
- MAP
- WE
- (R)
- (T)
- (4)

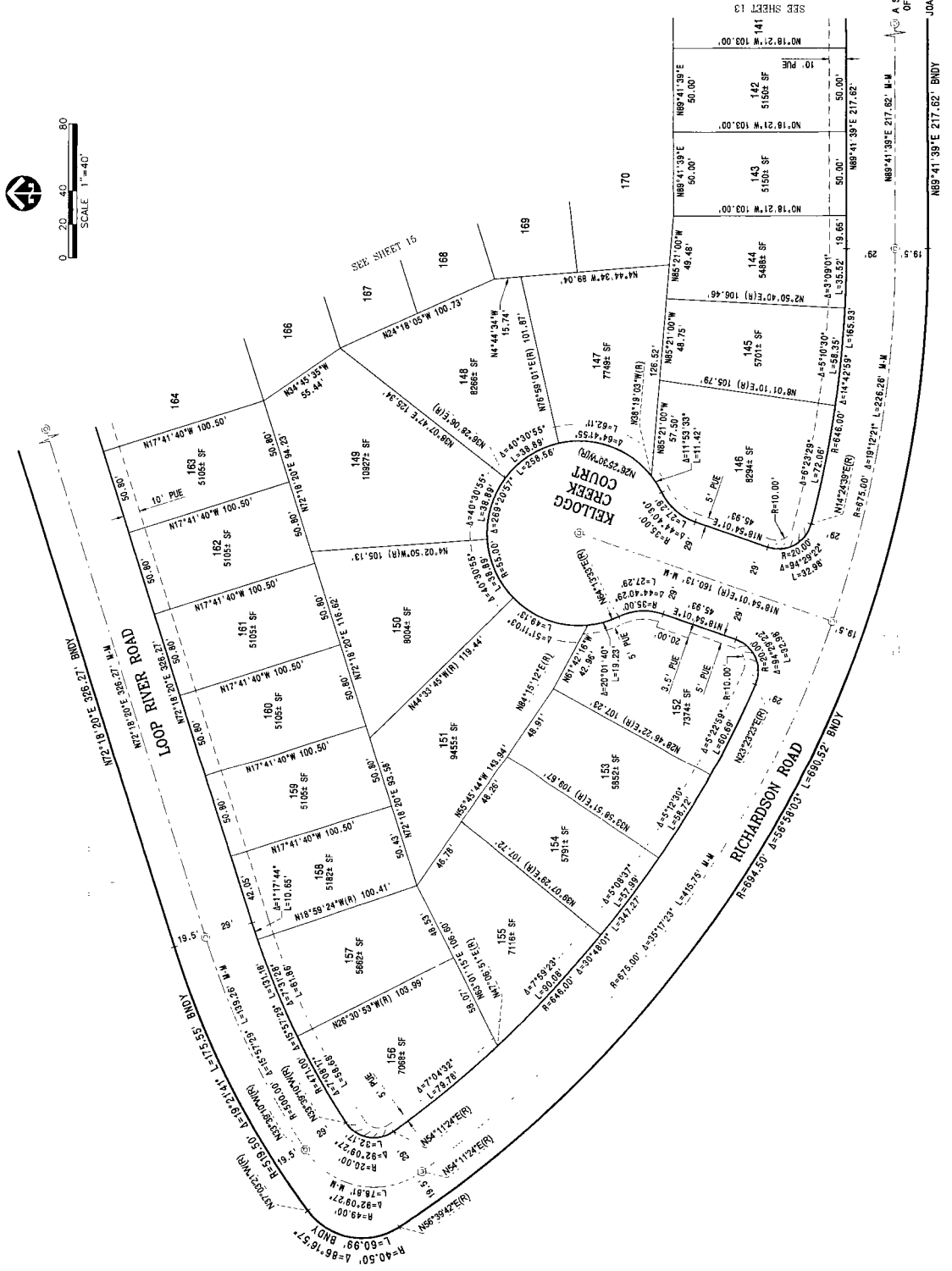
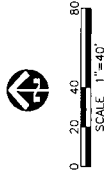
SAN JOAQUIN COUNTY RECORDS
 SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
 INDICATES SHEET NUMBER

TRACT NO. 4062

SUBDIVISIONS OF SAN JOAQUIN COUNTY
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 TOWNSHIP 1 SOUTH, RANGE 6 EAST, MERIDIAN 12 WEST,
 SAN JOAQUIN COUNTY, CALIFORNIA

MACKAY & SOMPS

SHEET 14 OF 15
 MAY 2021
 25231.000.0



**CITY OF LATHROP
SUBDIVISION IMPROVEMENT AGREEMENT
CENTRAL LATHROP SPECIFIC PLAN (CLSP) PHASE 1C – TRACT 4062
LATHROP LAND ACQUISITION, LLC**

This Subdivision Improvement Agreement (“*Agreement*”) is made and entered into this **eleventh (11th) day of October, 2021** (“*Effective Date*”), by and between the CITY OF LATHROP, a municipal corporation of the State of California (“*CITY*”) and Lathrop Land Acquisition, LLC, a Delaware limited liability company (“*SUBDIVIDER*”).

RECITALS

A. On October 5, 2006, CITY approved Vesting Tentative Map 3533 to create 62 parcels on 960 acres of land. On March 20, 2007, CITY approved Vesting Tentative Map 3647 to subdivide a portion of Tract 3533 into 1,071 parcels on 190 acres of land. All Vesting Tentative Maps referenced in Recital A are hereinafter collectively referred to as “**VTMs**”.

B. SUBDIVIDER intends to record one Final Map for Tract 4062 to complete the Central Lathrop Specific Plan Phase 1C, as shown in Exhibit “A” (hereinafter “**Final Map**”).

C. On June 24, 2021, CITY approved a request to commence at-risk grading and improvements for Central Lathrop Phase 1C (hereinafter “**At-Risk Agreement**”). Pursuant to the At-Risk Agreement, SUBDIVIDER agreed that all activities will commence “at-risk” because the City Council has not yet approved the neighborhood small lot Final Maps for Tract 4062.

D. SUBDIVIDER is the record owner of all land incorporated with the Final Map and is therefore responsible for compliance with all conditions of approval associated with, including, without limitation, the construction of specified Improvements (as that term is defined below) as described more fully herein.

E. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and CITY'S Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make certain offers of dedication and to construct certain Improvements required under the Conditions of Approval on the VTMs (collectively, "COAs") and as identified in the approved Final Map, Improvement Plans and this Agreement. For purposes of this Agreement, the term "**Improvements**" shall collectively mean all public improvements required under the COAs and as expressly set forth in this Agreement that will provide services and access to lots within the Final Map and the term "**Improvement Plans**" shall collectively refer to the Improvement Plans approved by CITY.

AGREEMENT

NOW, THEREFORE, in consideration of CITY'S pending (1) approval of the Final Map on October 11, 2021, and subsequent recordation; (2) approval of Improvement Plans in accordance with the terms of this Agreement and all applicable laws and regulations, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall construct or cause to be constructed at its sole cost and expense the Improvements as specified and in accordance with the provisions of this Agreement. All Improvements shall be constructed to the reasonable satisfaction and approval of the City Engineer, in an ethical and workmanlike manner in accordance with the approved Improvement Plans and specifications, the applicable improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City Lathrop, and the applicable provisions of the California Subdivision Map Act.

2. SUBDIVIDER shall complete, and CITY shall have accepted all Improvements by October 11, 2022, subject to any extension(s) provided for herein and as otherwise expressly

provided for in this Agreement. Provided, however, that said deadline shall be extended for twenty-four (24) months upon SUBDIVIDER's request to CITY, supported by reasonable documentation that it is using commercially reasonable efforts to complete same and have said Improvements accepted by CITY.

3. The parties acknowledge and agree that SUBDIVIDER is removing any existing well sites as required in accordance with applicable laws and regulations, including those required by the County Environmental Health Department. The parties further acknowledge and agree that SUBDIVIDER is conveying any and all groundwater rights associated therewith to CITY via the Final Map.

4. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done and from any defects in materials furnished. Further, SUBDIVIDER shall repair and warranty the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY's acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City a Warranty Bond in the amount equal to 10% of performance bond $\{(Cost + 10\% Contingency) \times 10\%$ for the Improvements for Tract 4062 to ensure SUBDIVIDER's repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one-year guarantee period provided no claims against it are then outstanding. The Warranty Bond value is shown in Table 1 of this Agreement.

5. Because the Improvements are not entirely complete, SUBDIVIDER is required to post Performance and Labor & Materials bonds to guarantee the unfinished Improvements associated with the Final Map as included and described in Exhibit D of this Agreement.

The amount of performance security shall be equal to the unfinished Improvement cost plus a 10% contingency. The corresponding labor and materials bond amount shall be 50% of the performance bond amount (Performance Security x 50%). Further, SUBDIVIDER shall also comply with CITY’s insurance requirements set forth on Exhibit C attached hereto and incorporated herein. The Performance and Labor & Materials bond values are shown in Table 1 of this Agreement.

Table 1 – Bond Values

Improvement Total	\$14,083,772.96
Unfinished Improvement Total	\$11,931,878.42
Performance Bond Value (110% of Unfinished Improvement Total)	\$13,125,066.26
Labor & Materials Bond Value (50% of Performance Bond Value)	\$6,562,533.13
Warranty Bond Value (10% of Improvement Total)	\$1,408,377

6. SUBDIVIDER shall construct or cause to be constructed at its sole cost and expense the offsite improvements required by the Assignment and Amendment of Development Agreement by and Between the City of Lathrop, Saybrook CLSP, LLC., and Lathrop Land Acquisition, LLC., approved by the Lathrop City Council on December 6, 2016, by Ordinance No. 16-370 and recorded by the San Joaquin County Recorder’s Office as Doc # 2017-007992 (Agreement hereinafter “**DA**”, Improvements hereinafter “**Offsite Improvements**”).

The Offsite improvements include, but are not limited to, completion of Stanford Crossing Drive north of Spartan Way with the installation of the Community Park driveway cuts and barricades at the north edge of SUBDIVIDER’s property. SUBDIVIDER has deposited cash to CITY in the amount of \$7,810 to guarantee the completion of the Offsite Improvements with the SIA for Tract 4062.

7. SUBDIVIDER has guaranteed the frontage and grading improvements of the Linear Park and the Neighborhood Park with this Agreement. The Linear Park land was dedicated

to CITY as part of the Vesting Tentative Map for Tract 3533 as Lot 18. The Neighborhood Park land is dedicated to CITY as part of this Final Map. SUBDIVIDER has obtained approval for the design of the Neighborhood Park and Linear Park. SUBDIVIDER has the option to pay or cause to be paid the CLSP Neighborhood Park Fee for all lots prior to the issuance of the first building permit within the Final Map area, or, pay or cause to be paid the CLSP Neighborhood Park Fee for each individual lot within the Final Map area at the time of individual building permit issuance. SUBDIVIDER shall, prior to issuance of the 186th building permit within the Final Map area (31st percentile), commence construction of the Neighborhood Park at the cost of the SUBDIVIDER.

SUBDIVIDER shall obtain or cause to be obtained an encroachment permit from CITY for the Linear Park and Neighborhood Park construction as CITY is or will be the owner of the park land. SUBDIVIDER shall provide or cause to be provided sufficient performance and labor and materials bonds in the amount of \$1,853,647.40 for the Linear Park and \$1,421,040.50 for the Neighborhood Park. SUBDIVIDER shall, prior to the issuance of the 307th building permit within the Final Map area (51st percentile), complete construction of the Neighborhood Park at the cost of the SUBDIVIDER. Pursuant to the terms of the DA, CITY may not issue building permits if SUBDIVIDER does not perform the required construction prior to the aforementioned deadlines. At the time of acceptance of the Neighborhood Park, CITY shall reimburse to SUBDIVIDER the collected Neighborhood Park Fee revenue if SUBDIVIDER paid or caused to be paid the CLSP Neighborhood Park Fee prior to the issuance of the first building permit in the Final Map area. After the time of acceptance of the Neighborhood Park, CITY shall reimburse to SUBDIVIDER the Neighborhood Park Fee revenue on a biannual basis pursuant to Lathrop Municipal Code Section 3.22.070 if SUBDIVIDER pays or cause to be paid the CLSP Neighborhood Park Fee upon individual building permit issuance within the Final Map area.

8. On September 13, 2021, SUBDIVIDER purchased 8,562 gallons per day of wastewater treatment capacity from CITY to be combined with SUBDIVIDER’s existing 29,639 gallons per day of wastewater treatment capacity for a total of 38,201 gallons per day, which is sufficient capacity for the 191 lots within Tract 4062. On September 13, 2021, SUBDIVIDER contributed fair share of funds towards CITY’s recycled water river discharge project, which secured sufficient storage and disposal capacity for the lots within Tract 4062.

9. SUBDIVIDER shall, prior to approval of the Final Map, assign and allocate wastewater capacity and potable water capacity to each lot within the Final Map area.

10. SUBDIVIDER shall, prior to CITY acceptance of Improvements, provide or cause to be provided the GIS layers and attributes in compliance with the City Standards effective at the time of acceptance for all public Improvements related to Tract 4062 as well as the Offsite Improvements referenced in Section 6 of this Agreement.

11. SUBDIVIDER had deposited cash to CITY in the amount shown in Table 2 below as payment for the Agricultural Mitigation Fee, which fulfills the obligation for payment pursuant to the Sierra Club Agreement.

Table 2 – Agricultural Mitigation Fee

Tract	Acreage	Cost/Acre	Total Fee
4062	44.97	\$4,539.00	\$204,118.83

12. Neither CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER’S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement on property other than the parcels of the subdivision owned by SUBDIVIDER (and its successors and assigns) (the “*Subdivider Property*”).

13. Neither CITY nor any of its officers, employees or agents shall be liable to

SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property from the subdivision of all or any part of the land covered by this Agreement.

14. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, the “*Indemnitees*”), harmless from any liability for damage or claims which arises from SUBDIVIDER and/or SUBDIVIDER’S contractors, subcontractors, agents, lessees, or employees’ operations under this Agreement, whether such operations be by SUBDIVIDER or by any of SUBDIVIDER’S contractors, subcontractors, lessees, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER’S contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings of any type that maybe brought or instituted against CITY and the Indemnitees on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER performance or non-performance of its duties and obligations under this Agreement, or from the negligent act or omission of itself, its agents, contractors, representatives, servants or employees, except in the event and to the extent said claims resulted from the gross negligence or willful misconduct of CITY and/or the Indemnitees. The promises and agreement to indemnify and hold harmless set forth in this Paragraph 17 are not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not, and shall not, waive any rights against SUBDIVIDER which it may have by reason of the aforesaid

hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this Paragraph 17, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

15. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents, contractors, lessees or subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement. Neither CITY nor any of CITY's agents, contractors, lessees or subcontractors are, or shall be, considered to be agents of SUBDIVIDER in connection with the performance of any work contemplated under this Agreement. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY, which such consent shall not be unreasonably delayed, conditioned or denied, except that this Agreement may be assigned to any purchaser or transferee of an interest in all or a part of the SUBDIVIDER Property without the need for CITY consent. If such consent is given, or not required, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER, and any heirs, successors, executors, administrators and assignees of SUBDIVIDER shall be jointly and severally liable hereunder unless SUBDIVIDER and its assignee have executed an Assignment and Assumption Agreement in which case SUBDIVIDER shall be released from all of its obligations hereunder so assigned to the assignee. Notwithstanding anything to the contrary in the foregoing, SUBDIVIDER shall be permitted to assign its rights and obligations under this Agreement to any "*Affiliate*", which is defined to mean an entity or person that is directly or indirectly Controlling, Controlled by, or under common Control of SUBDIVIDER. The term "*Control*" as used herein, shall mean the

power to direct the day-to-day management of SUBDIVIDER, and it shall be a presumption that Control with respect to a corporation or limited liability company is the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the Controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, Control is the possession, indirectly or directly, of the power to direct or cause the direction of the day-to-day management of the controlled entity.

16. SUBDIVIDER shall, at its expense, require or cause to require all its contractors and sub-contractors to obtain and maintain all necessary permits and licenses for construction of the Improvements, and commercially reasonable insurance. Prior to the commencement of said Improvement construction, the General Contractor/subcontractors shall obtain a City of Lathrop Business License. SUBDIVIDER and CITY, as applicable, shall comply with all applicable local, state and federal laws applicable to this Agreement whether or not said laws are expressly stated in this Agreement.

17. This Agreement and the Exhibits attached hereto comprise the entire understanding and agreement between the parties regarding the subject matter of this Agreement. The Recitals are incorporated into this Agreement by this reference, as if fully set forth herein.

18. Notices. For purposes of this Agreement, “*notice*” means any notice, demand, request, or other communication to be provided under this Agreement. All notices shall be in writing and shall be sent to the below addresses or at such other addresses as either party may later specify for that purpose.

19. All notices required or permitted under this Agreement shall be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or UPS, with charges prepaid for next

business day delivery, addressed to the parties as follows:

If to CITY: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Attn: City Clerk
Email: website_cco@ci.lathrop.ca.us

With a copy: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Attn: Salvador Navarrete, City Attorney
Email: website_cao@ci.lathrop.ca.us

If to SUBDIVIDER: Saybrook CLSP, LLC
303 Twin Dolphin Drive, Suite 600
Redwood Shores, CA 94065
Attn: Jeffrey M. Wilson
Email: jwilson@saybrookfundadvisors.com

The date of any notice shall be the date of receipt, provided that, rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice sent. Either party may change its address for notice by giving notice to the other party in accordance with this Paragraph 22.

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

- a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.
- b. Definitions. The definitions and terms are as defined in this Agreement.
- c. Exhibits. The following exhibits are attached to this Agreement and are incorporated to this Agreement by this reference:

EXHIBIT A: FINAL MAP TRACT 4062

EXHIBIT B: TOTAL COST ESTIMATE

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: COST TO COMPLETE IMPROVEMENTS

d. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, and all performance and other dates specified in this Agreement shall be extended, where delays are due to: war; insurrection; strikes and labor disputes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; acts of terrorism; epidemics and related governmental orders and restrictions; quarantine restrictions; freight embargoes; materials shortages and/or inability to obtain materials due to tariffs, governmental restrictions or priority; unusually severe weather; acts or omissions of the other party; or acts or failures to act of any public or governmental agency or entity (except that acts or failures to act of CITY shall not excuse performance by CITY); or moratorium (each a “*Force Majeure Delay*”). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if Notice (as that term is defined above) by the party claiming such extension is sent to the other party within sixty (60) days of the commencement of the cause.

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

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

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

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

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

j. Time of the Essence. Time is of the essence of this Agreement and each of its provisions (subject to Subparagraph 23(d)).

 _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.

k. Venue. In the event either party brings that suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin. The party in whose favor judgment is entered shall be awarded reasonable attorneys' fees.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 11th day of October 2021.

CITY OF LATHROP,
A California municipal corporation of the
State of California

By: _____
Stephen J. Salvatore Date
City Manager

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

By: _____
Teresa Vargas Date
City Clerk

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY


By:  _____ 9-29-2021
Salvador Navarrete Date
City Attorney

EXHIBIT A

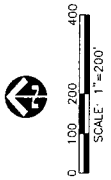
FINAL MAP TRACT 4062

REFERENCES:
 (R-1) TRACT NO. 3533 MAPS & PLATS BK. 40, PG. 100, S.J.C.R.
 (R-2) LOT LINE ADJUSTMENT _____ DOCUMENT NO. _____

BASES OF BEARINGS:
 THE BEARING NORTH 64°36'12" EAST BETWEEN FOUND MONUMENTS IN PHASE 1C OF TRACT NO. 4062 IS THE BASIS OF BEARINGS IN TRACT 3533 IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100. SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

LEGEND:

- DISTINCTIVE BORDER
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
- THE LINE
- RELINQUISHMENT OF ABUTTER'S RIGHTS
- FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED
- SET 1 1/2" BRASS DISK STAMPED 'CS 8817' IN MONUMENT BOX CITY OF CHICOPIG SHADORS
- SET 3/4" IRON PIPE WITH NO STAMPED 'CS 8817'
- ANGLE POINT
- BNDY
- EX
- IP
- IP-IP
- IP-PL
- M-IP
- M-M
- M-ML
- M-PL
- OR
- PUE
- PALE
- MWP
- WE
- (R)
- (L)
- (T)
- TOTAL
- S.J.C.R.
- 5500'
- SAN JOAQUIN COUNTY RECORDS
- SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
- INDICATES SHEET NUMBER

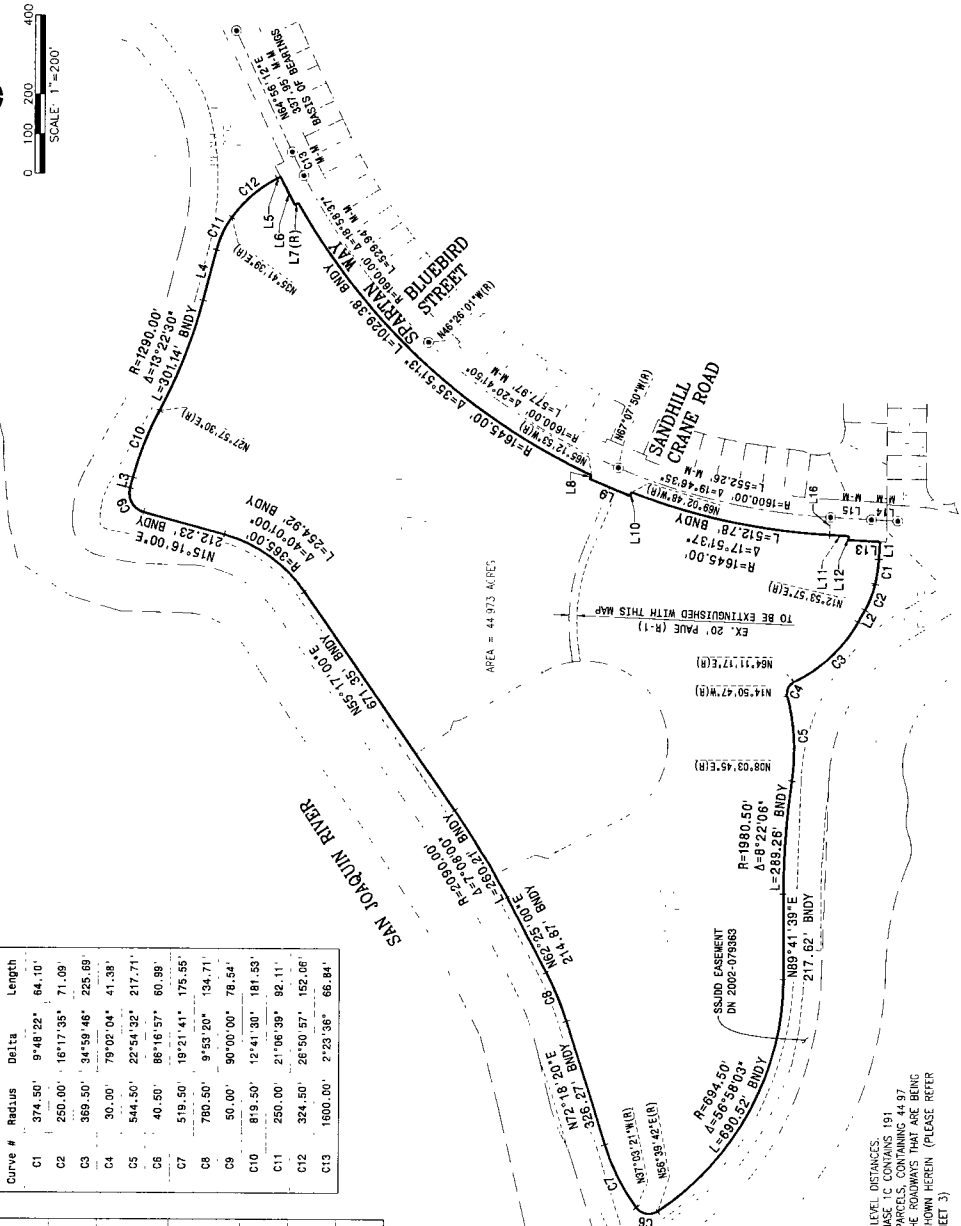


Curve Table

Curve #	Radius	Delta	Length
C1	374.50'	9°48'22"	64.10'
C2	250.00'	16°17'35"	71.09'
C3	369.50'	34°58'48"	225.69'
C4	30.00'	79°02'04"	41.38'
C5	544.50'	22°54'32"	217.71'
C6	40.50'	86°16'57"	60.99'
C7	519.50'	19°21'41"	175.55'
C8	780.50'	9°53'20"	134.71'
C9	819.50'	12°41'30"	181.53'
C10	250.00'	90°00'00"	78.54'
C11	250.00'	21°06'39"	92.11'
C12	324.50'	26°50'57"	152.06'
C13	1600.00'	2°23'36"	66.84'

Line Table

Line #	Bearing	Length
L1	N86°54'28"W	43.92'
L2	N80°48'28"W	34.93'
L3	N74°44'00"W	27.62'
L4	N75°25'00"W	132.53'
L5	N27°27'24"W	9.86'
L6	N62°32'56"E	79.50'
L7	N29°21'40"W	10.00'
L8	N87°07'50"W	10.01'
L10	N67°07'50"W	10.01'
L11	N3°05'34"E	48.69'
L12	N88°54'28"W	10.00'
L13	N3°05'34"E	79.50'
L14	N2°55'28"E	66.44'
L15	N2°05'34"E	103.69'
L16	N86°54'25"W	45.00'



TRACT NO. 4062

SUBDIVISIONS OF SAN JOAQUIN COUNTY
 STANFORD CROSSING - PHASE 1C
 A SUBDIVISION OF LOTS 12, OF TRACT 3533 AS RECORDED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, AND RESULTANT PARCELS B AND C OF THE LLA AS DESCRIBED IN DOCUMENT NUMBER _____, SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MERIDIAN BASE & MERIDIAN

SAN JOAQUIN COUNTY, CALIFORNIA
MACKAY & SOMPS
 REGISTERED PROFESSIONAL SURVEYORS
 1000 K STREET, SUITE 100
 SACRAMENTO, CALIFORNIA 95811
 MAY 2021

REFERENCES:
 (6-1) TRACT NO 3533 MAPS & PLATS BK 40, PG. 100, S.J.C.R.
 (6-2) LOT LINE ADJUSTMENT - _____ DOCUMENT NO _____

THE BEARING NORTH 64°46'12" EAST BETWEEN FOUND MONUMENTS IN SPARTAN WAY (FORMERLY LATHROP ROAD) AS SHOWN ON TRACT 3533, IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREIN



TRACT 4062 AREA SUMMARY	
191 RESIDENTIAL LOTS AND STREET DEDICATIONS	39.81± AC
PARCEL A	5.01± AC
PARCEL B	0.03± AC
PARCEL C	0.04± AC
PARCEL D	0.06± AC
TOTAL	44.97± AC

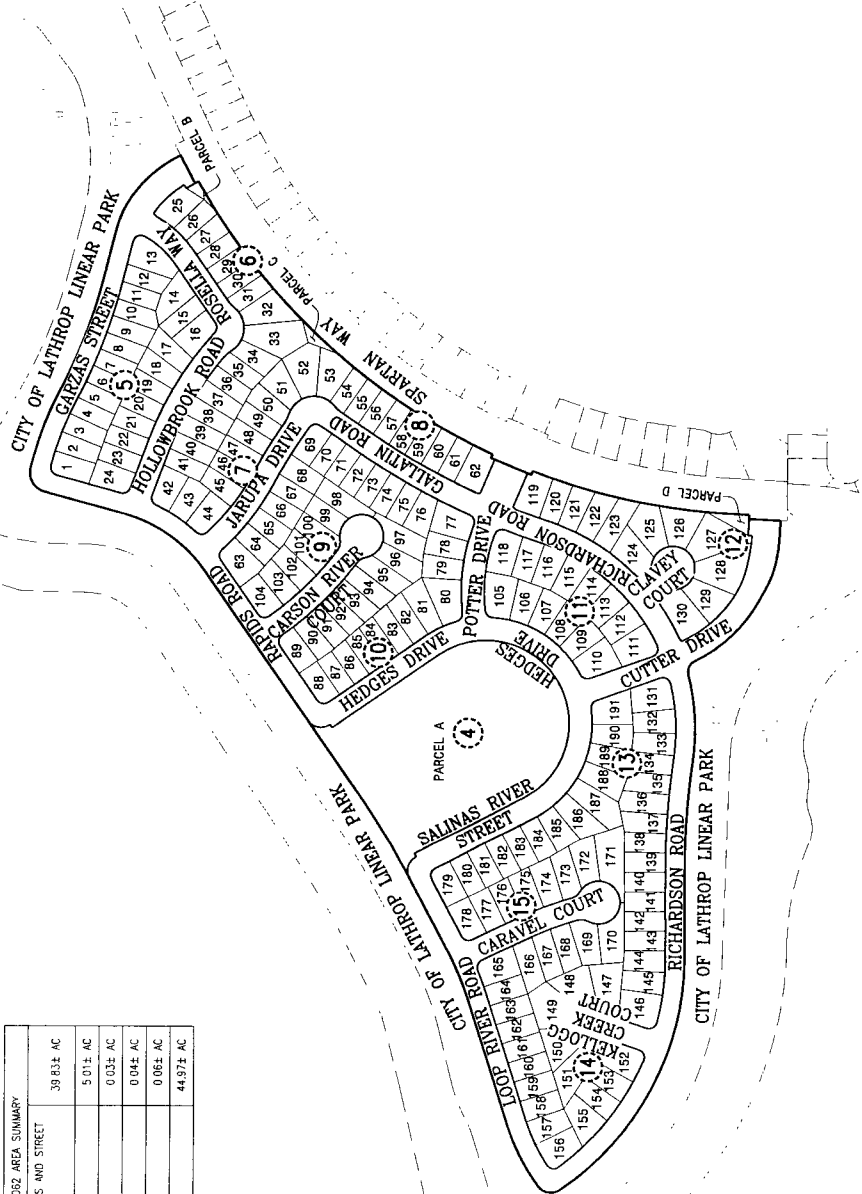
NOTES:
 1 ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
 2 TRACT 4062, STANFORD CROSSING PHASE 1C CONTAINS 191 RESIDENTIAL LOTS, AND 4 LETTERED PARCELS, CONTAINING 44.97 ACRES, MORE OR LESS, INCLUDING THE ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP. ALL SHOWN HEREIN. (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW)

LEGEND

- DISTINCTIVE BORDER
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
- TIE LINE

RELINQUISHMENT OF ABUTTER'S RIGHTS
 FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED
 SET 2 1/2" BRASS DISK STAMPED 'LS 8817' IN MONUMENT BOX PER CITY OF LATHROP STANDARDS
 SET 3/4" IRON PIPE WITH TAG STAMPED 'LS 8817'

- ANGLE POINT
- BOUNDARY
- EXISTING
- IRON PIPE
- IRON PIPE TO IRON PIPE
- IRON PIPE TO PROPERTY LINE
- MONUMENT TO IRON PIPE
- MONUMENT TO MONUMENT
- MONUMENT TO PROPERTY LINE
- MONUMENT TO MONUMENT
- PUBLIC RECORDS
- PUBLIC ACCESS
- PRIVATE ACCESS AND UTILITY EASEMENT
- MAPS AND PLATS
- WALL EASEMENT
- RADIAL BEARING
- (T) TOTAL
- (S) SAN JOAQUIN COUNTY RECORDS
- (S) SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
- (4) INDICATES SHEET NUMBER



TRACT NO. 4062

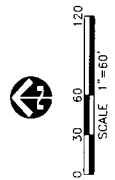
SUBDIVISIONS OF SAN JOAQUIN COUNTY
 STANFORD CROSSING - PHASE 1C
 A SUBDIVISION OF LOTS 12, OF TRACT 3533 AS RECORDED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, AND RESULTANT PARCELS B AND C OF THE LLA AS DESCRIBED IN DOCUMENT NUMBER _____ SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MERIDIAN

SAN JOAQUIN COUNTY, CALIFORNIA
MACKAY & SOMPS

REFERENCES:
 (R-1) TRACT NO. 3533 MAPS & PLATS BK. 40, PG. 100, S.J.C.R.
 (R-2) LOT LINE ADJUSTMENT - DOCUMENT NO. _____

BASIS OF BEARINGS:
 THE BEARING NORTH 84°56'12" EAST BETWEEN FOUND MONUMENTS (CORNER OF LOOP RIVER ROAD) AS SHOWN ON TRACT NO. 3533 MAPS & PLATS BK. 40, PG. 100, S.J.C.R. AND SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

NOTES:
 1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
 2. TRACT 4062, STANFORD CROSSING PHASE 1C CONTAINS 191 RESIDENTIAL LOTS, AND 4 LETTERED PARCELS, CONTAINING 4.97 ACRES, MORE OR LESS, INCLUDING THE ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP. ALL SHOWN HEREIN (PLEASE REFER TO THE AREA SUMMARY TABLE ON SHEET 3)



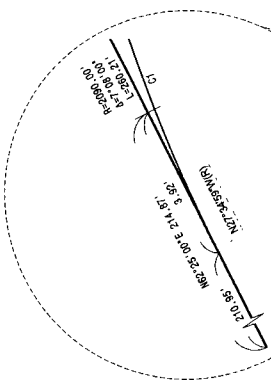
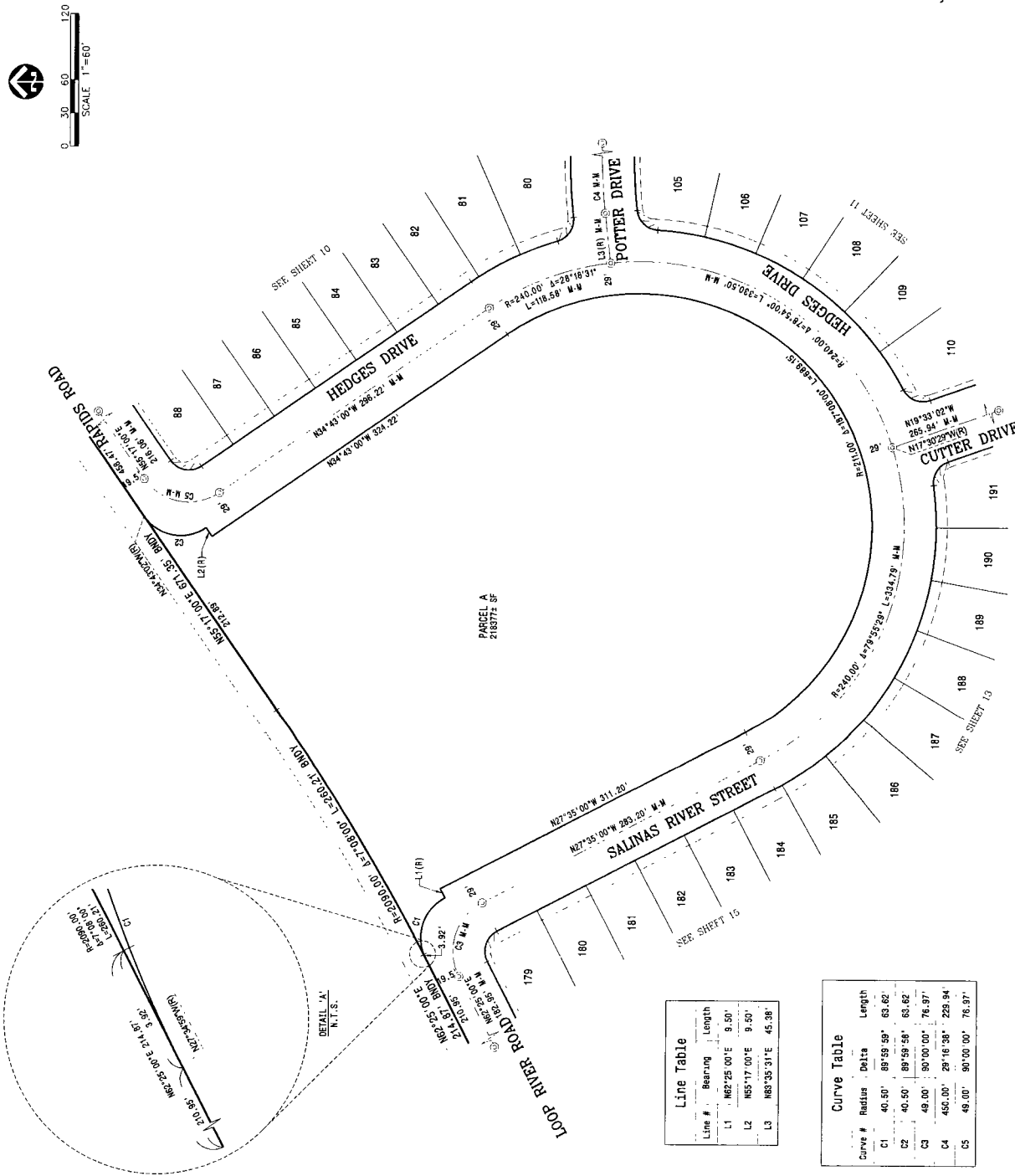
LEGEND

	DISTINCTIVE BORDER
	RIGHT OF WAY LINE
	LOT LINE/PARCEL LINE
	EXISTING PROPERTY LINE
	EASEMENT LINE
	EXISTING EASEMENT LINE
	MONUMENT LINE
	THE LINE
	RELINQUISHMENT OF ABUTTER'S RIGHTS
	FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED
	SET 2 1/2" BRASS DISK STAMPED "LS 8817" IN MONUMENT BOX PER CITY OF LATHROP STANDARDS
	SET 3/4" IRON PIPE WITH TAG STAMPED "LS 8817"
	ANGLE POINT
	BOUNDARY
	EXISTING
	IRON PIPE TO IRON PIPE
	IRON PIPE TO PROPERTY LINE
	MONUMENT TO IRON PIPE
	MONUMENT TO MONUMENT
	MONUMENT TO PROPERTY LINE
	OFFICIAL RECORDS
	PUBLIC UTILITY EASEMENT
	PRIVATE ACCESS AND UTILITY EASEMENT
	MAPS AND PLATS
	WALL EASEMENT
	RADIAL BEARING
	TOTAL
	SAN JOAQUIN COUNTY RECORDS
	SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
	INDICATES SHEET NUMBER

TRACT NO. 4062

SUBDIVISION OF SAN JOAQUIN COUNTY STANFORD CROSSING PHASE 1C A SUBDIVISION OF LOTS 12, OF TRACT 3533 AS RECORDED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, AND RESULTANT PARCELS B AND C OF THE LLA AS DESCRIBED IN DOCUMENT NUMBER _____, SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT Diablo BASE & MERIDIAN SAN JOAQUIN COUNTY, CALIFORNIA

MACKAY & SOMPS
 REGISTERED PROFESSIONAL LAND SURVEYORS
 1000 J STREET, SUITE 200
 SACRAMENTO, CALIFORNIA 95811
 TEL: 916.442.1111 FAX: 916.442.1112
 WWW.MACKAYANDSOMPS.COM



Line Table

Line #	Bearing	Length
L1	N62°25'00"E	9.50'
L2	N55°17'00"E	9.50'
L3	N83°35'31"E	45.38'

Curve Table

Curve #	Radius	Delta	Length
C1	40.50'	89°59'59"	63.62'
C2	40.50'	89°59'58"	63.62'
C3	49.00'	90°00'00"	76.37'
C4	450.00'	29°16'38"	223.84'
C5	49.00'	90°00'00"	76.37'

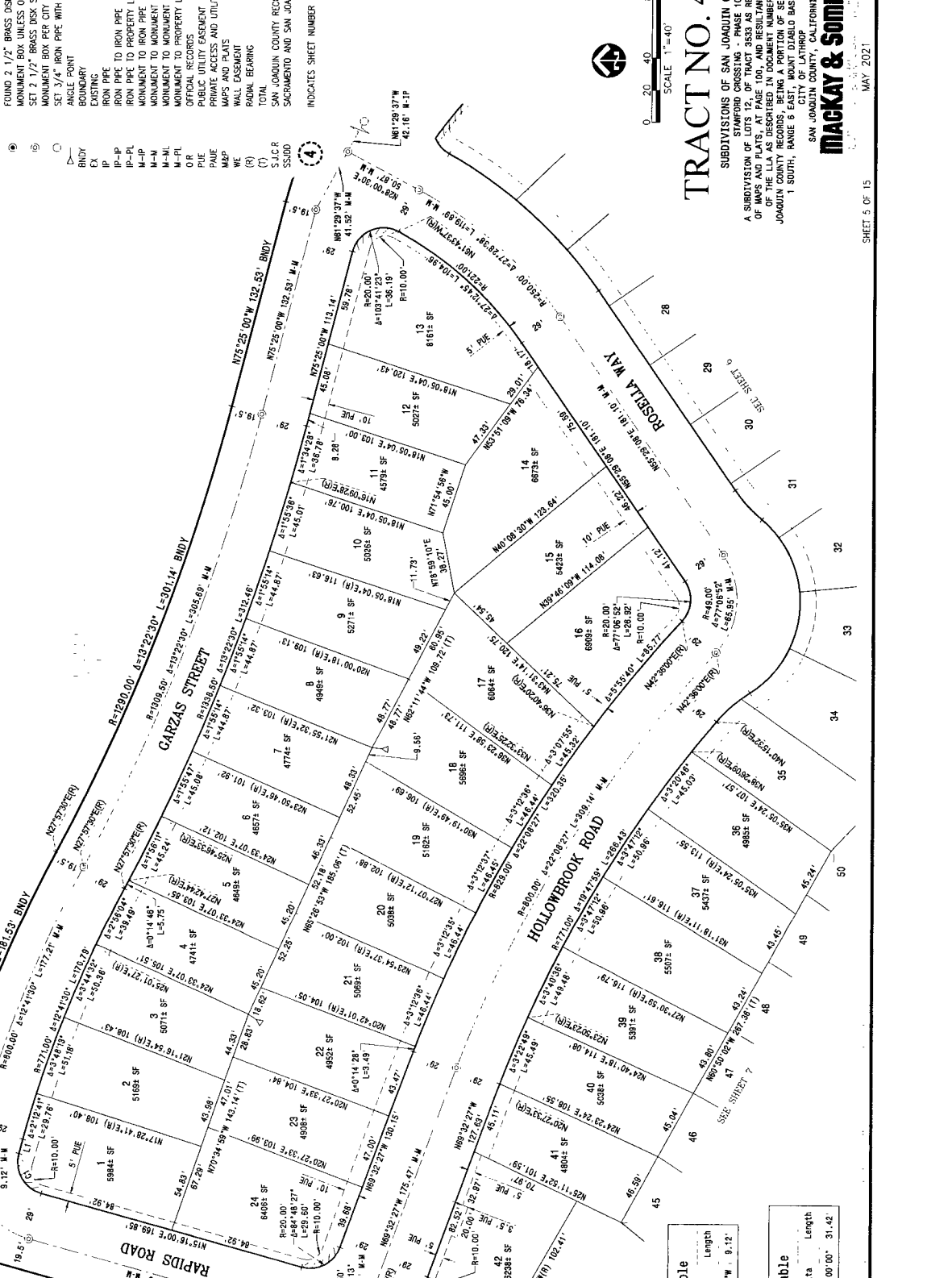
NOTES:
 1 ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES
 2 TRACT 4062, STANFORD CROSSING PHASE 1C CONTAINS 191
 3 LOTS, 192 OF WHICH ARE LITTELED PARCELS CONTAINING 863
 4 ACCESS MAPS ON FILE IN THE OFFICE OF THE COUNTY CLERK
 5 DEDICATED BY THIS FINAL MAP. ALL SHOWN HEREIN. (PLEASE REFER
 6 TO THE AREA SUMMARY TABLE ON SHEET 3.)

REFERENCES:
 (R-1) TRACT NO. 3533, MAPS & PLATS BK 40, PG. 100, S.J.C.R.
 (R-2) LOT LINE ADJUSTMENT - _____, DOCUMENT NO. _____
 BASIS OF BEARINGS:
 THE BEARING NORTH 64°36'12" EAST BETWEEN FOUND MONUMENTS
 IN SPARTAN WAY (FORMERLY LATHROP ROAD) AS SHOWN ON
 TRACT 3533, IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100,
 SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF
 BEARINGS SHOWN HEREON

- LEGEND**
- DISTINCTIVE BORDER
 - RIGHT OF WAY LINE
 - LOT LINE/PARCEL LINE
 - EXISTING PROPERTY LINE
 - EASEMENT LINE
 - EXISTING EASEMENT LINE
 - MONUMENT LINE
 - TIE LINE
 - RELINQUISHMENT OF ARBITER'S RIGHTS
 - FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED
 - SET 2 1/2" BRASS DISK STAMPED "LS 8817" IN MONUMENT BOX PER CITY OF LATHROP STANDARDS
 - SET 3/4" IRON PIPE WITH TAG STAMPED "LS 8817"
 - ANGLE POINT
 - BOUNDARY
 - EXISTING
 - IRON PIPE
 - IRON PIPE TO IRON PIPE
 - IRON PIPE TO PROPERTY LINE
 - MONUMENT TO IRON PIPE
 - MONUMENT TO IRON PIPE
 - MONUMENT TO MONUMENT LINE
 - MONUMENT TO PROPERTY LINE
 - OFFICIAL RECORDS
 - PUBLIC UTILITY EASEMENT
 - PRIVATE ACCESS AND UTILITY EASEMENT
 - MAPS AND PLATS
 - WALL EASEMENT
 - RADIAL BEARING
 - TOTAL
 - S.J.C.R.
 - SAN JOAQUIN COUNTY RECORDS
 - SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
 - INDICATES SHEET NUMBER

REFERENCES:
 (R-1) TRACT NO. 3533, MAPS & PLATS BK 40, PG. 100, S.J.C.R.
 (R-2) LOT LINE ADJUSTMENT - _____, DOCUMENT NO. _____
 BASIS OF BEARINGS:
 THE BEARING NORTH 64°36'12" EAST BETWEEN FOUND MONUMENTS
 IN SPARTAN WAY (FORMERLY LATHROP ROAD) AS SHOWN ON
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 (R-1) TRACT NO. 3533, MAPS & PLATS BK 40, PG. 100, S.J.C.R.
 (R-2) LOT LINE ADJUSTMENT - _____, DOCUMENT NO. _____
 BASIS OF BEARINGS:
 THE BEARING NORTH 64°36'12" EAST BETWEEN FOUND MONUMENTS
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 SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF
 BEARINGS SHOWN HEREON



SCALE 1" = 40'

TRACT NO. 4062

SUBDIVISIONS OF SAN JOAQUIN COUNTY
 STAMFORD CROSSING - PHASE 1C
 A SUBDIVISION OF LOTS 12, OF TRACT 3533 AS RECORDED IN BOOK 40
 OF MAPS AND PLATS, AT PAGE 100, AND RESULTANT PARCELS 9 AND C
 OF THE LLA AS DESCRIBED IN DOCUMENT NUMBER _____, SAN
 JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 28, TOWNSHIP
 1 SOUTH, RANGE 6 EAST, MOUNT Diablo BASE & MERIDIAN
 SAN JOAQUIN COUNTY, CALIFORNIA

MACKAY & SOMPS
 CIVIL ENGINEERS
 1500 J STREET, SACRAMENTO, CALIFORNIA 95811
 TEL: (916) 441-1111 FAX: (916) 441-1112
 WWW.MACKAY-SOMPS.COM

REFERENCES:
 (R-1) TRACT NO. 3533 MAPS & PLATS BK 40, PG 100, S.J.C.R.
 (R-2) LOT LINE ADJUSTMENT - DOCUMENT NO. _____

BASES OF BEARINGS:
 BEARINGS NOTED ARE 36°17' EAST BETWEEN FOUND MONUMENTS
 IN SEPARATE RECORDS, LATER THAN THIS MAP, AND ARE NOT THE
 TRACT 3533 IN BOOK 40, OF MAPS AND PLATS, AT PAGE 100,
 SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF
 BEARINGS SHOWN HEREON

NOTES:
 1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
 2. TRACT 4062, STANFORD CROSSING PHASE 1C CONTAINS 191
 RESIDENTIAL LOTS, AND 4 LETTERED PARCELS, CONTAINING 44.97
 ACRES, MORE OR LESS, INCLUDING THE ROADWAYS THAT ARE BEING
 DEDICATED BY THIS FINAL MAP, ALL SHOWN HEREIN. (PLEASE REFER
 TO THE AREA SUMMARY TABLE ON SHEET 3.)

LEGEND

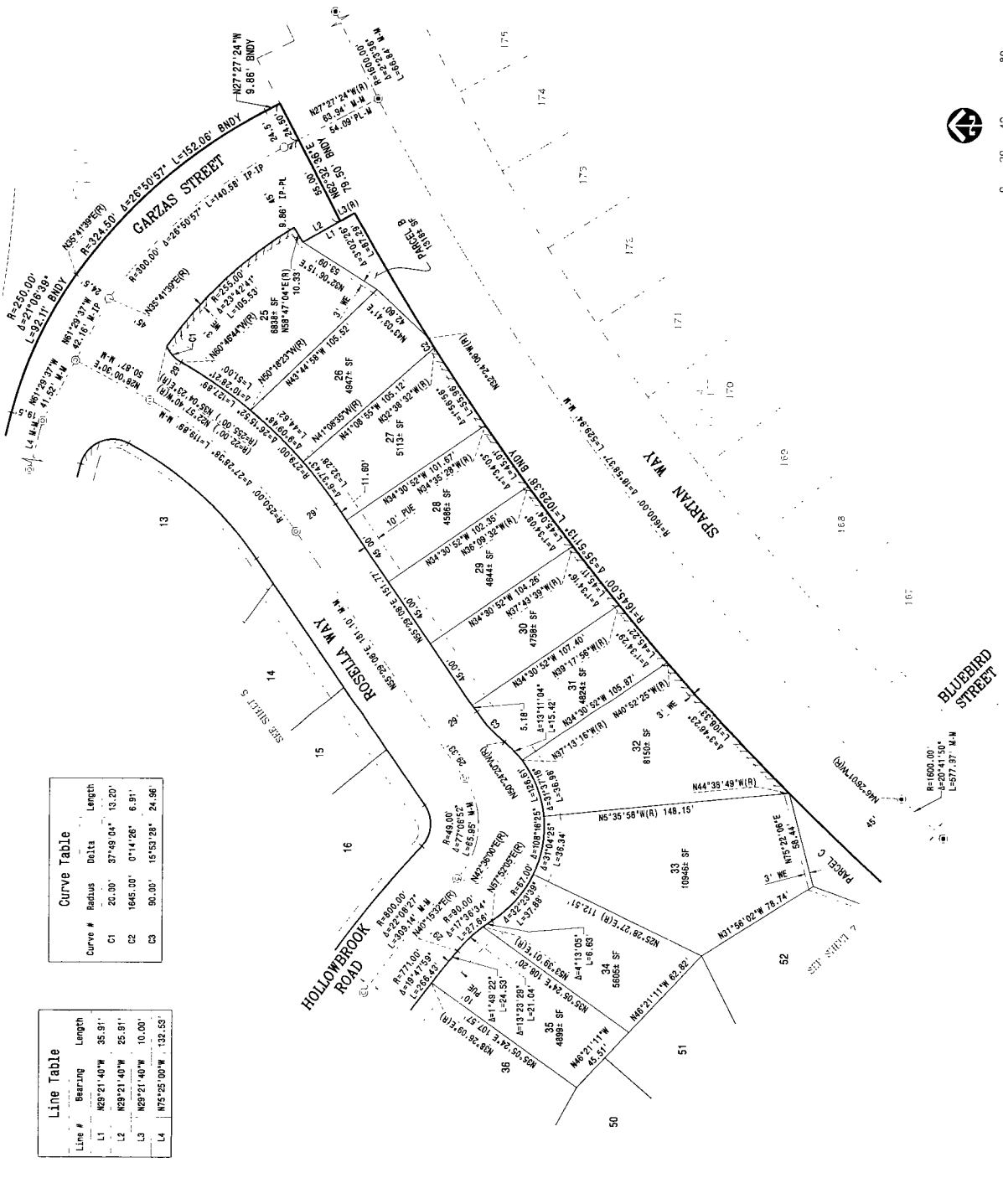
- DISTINCTIVE BORDER
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- FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED
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- EXISTING
- IRON PIPE TO IRON PIPE
- IRON PIPE TO PROPERTY LINE
- PROPERTY LINE TO PROPERTY LINE
- MONUMENT TO MONUMENT
- MONUMENT TO PROPERTY LINE
- PROPERTY LINE TO MONUMENT
- PRIVATE ACCESS AND UTILITY EASEMENT
- MAPS AND PLATS
- WE EASEMENT
- WALL BEARING
- RADIAL BEARING
- TOTAL
- SAN JOAQUIN COUNTY RECORDS
- SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
- INDICATES SHEET NUMBER

TRACT NO. 4062

SUBDIVISIONS OF SAN JOAQUIN COUNTY
 STANFORD CROSSING - PHASE 1C
 A SUBDIVISION OF LOTS 12, OF TRACT 3533 AS RECORDED IN BOOK 40
 OF MAPS AND PLATS, AT PAGE 100, AND RESULTANT PARCELS B AND C
 OF THE LLA AS DESCRIBED IN DOCUMENT NUMBER _____, SAN
 JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 28, TOWNSHIP
 1 SOUTH, RANGE 6 EAST, MERIDIAN BASE & MERIDIAN
 CITY OF LATHROP,
 SAN JOAQUIN COUNTY, CALIFORNIA

MACKAY & SOMPS

SHEET 6 OF 15 MAY 2021 29231.000 D

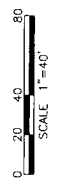


Curve Table

Curve #	Radius	Delta	Length
C1	20.00'	37°49'04"	13.20'
C2	1645.00'	0°14'26"	6.91'
C3	90.00'	15°53'28"	24.86'

Line Table

Line #	Bearing	Length
L1	N29°21'40"W	35.91'
L2	N29°21'40"W	25.91'
L3	N29°21'40"W	10.00'
L4	N75°25'00"W	132.53'



REFERENCES:
 (R-1) TRACT NO. 3533 MAPS & PLATS BK. 40, PG. 100, S.I.C.R.
 (R-2) LOT LINE ADJUSTMENT - _____ DOCUMENT NO. _____

NOTE: BEARINGS
 THE BEARING NORTH 65°45'17" EAST BETWEEN FOUND MONUMENTS
 IN SPARTAN WAY (FORMERLY LATROP ROAD) AS SHOWN ON
 TRACT 3533, IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100,
 SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF
 BEARINGS SHOWN HEREON.

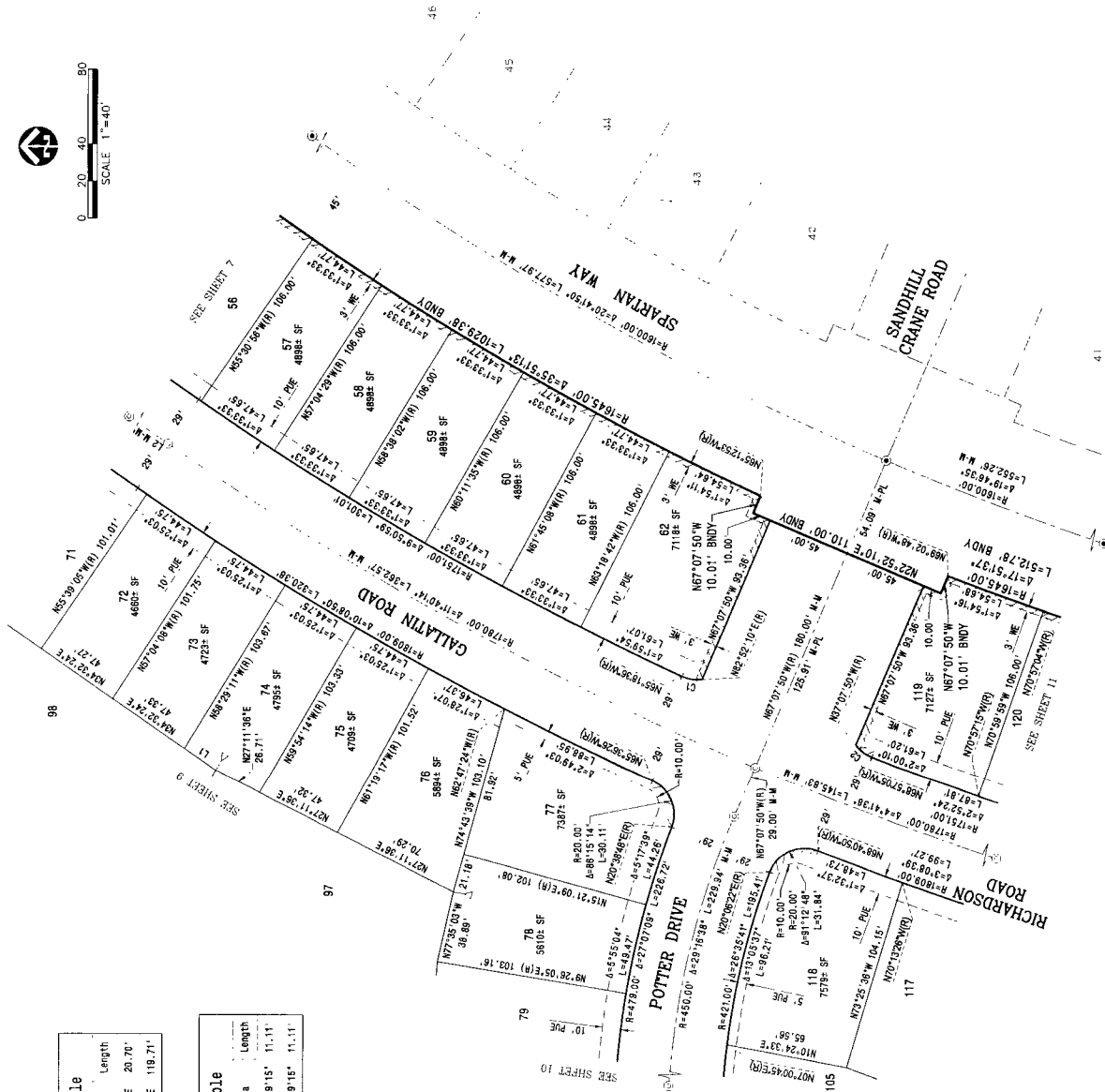
NOTES:
 1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
 2. TRACT 4062, STANFORD CROSSING PHASE 1C, CONTAINS 191
 RESIDENTIAL LOTS, AND 4 LETTERED PARCELS, CONTAINING 4497
 ACRES, MORE OR LESS, INCLUDING THE ROADWAYS THAT ARE BEING
 DEDICATED BY THIS FINAL MAP. ALL SHOWN HEREIN (PLEASE REFER
 TO THE AREA SUMMARY TABLE ON SHEET 3)

LEGEND

- DISTINCTIVE BORDER
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EXISTING UTILITY LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
- TIE LINE
- RELINQUISHMENT OF ABUTTER'S RIGHTS
- FOUND 3 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED
- SET 2 1/2" BRASS DISK STAMPED "LS 817" IN MONUMENT BOX PER CITY OF LATROP STANDARDS
- SET 3/4" IRON PIPE WITH TAG STAMPED "LS 8817"
- ANGLE POINT
- BOUNDARY
- EXISTING
- IP IP-IP IRON PIPE TO IRON PIPE
- IP-PL IRON PIPE TO PROPERTY LINE
- M-PL MONUMENT TO PROPERTY LINE
- M-M MONUMENT TO MONUMENT
- M-L MONUMENT TO MONUMENT LINE
- M-PL MONUMENT TO PROPERTY LINE
- OR OFFICIAL RECORDS
- PUE PRIVATE UTILITY EASEMENT
- PUE PRIVATE UTILITY EASEMENT
- WGE WEDGE WALL EASEMENT
- WE WALL EASEMENT
- (R) RADIAL BEARING
- (T) TOTAL
- S.I.C.R. SAN JOAQUIN COUNTY RECORDS
- S.S.000 SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
- INDICATES SHEET NUMBER



0 20 40 80
 SCALE 1"=40'



Line Table		
Line #	Bearing	Length
L1	N84°32'24"E	20.70'
L2	N84°32'24"E	119.71'

Curve Table		
Curve #	Radius	Delta
C1	20.00'	31°49'15"
C2	20.00'	31°49'15"

TRACT NO. 4062

SUBDIVISIONS OF SAN JOAQUIN COUNTY

STANFORD CROSSING - PHASE 1C

A SUBDIVISION OF LOTS 12, OF TRACT 3533 AS RECORDED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, AND RESULTANT PARCELS 9 AND C OF THE LLA AS DESCRIBED IN DOCUMENT NUMBER _____, SAN JOAQUIN COUNTY RECORDS, BEING PART OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 9 EAST, MERIDIAN 8 BASE & MERIDIAN

SAN JOAQUIN COUNTY, CALIFORNIA

MACKAY & SOMPS

SHEET 8 OF 15

MAY 2021

25231.000.0

REFERENCES:
 (R-1) TRACT NO. 3533 MAPS & PLATS BK. 40, PG. 100, S.J.C.R.
 (R-2) LOT LINE ADJUSTMENT - _____ DOCUMENT NO. _____

BASIS OF BEARINGS:
 THE BEARING NORTH 64°56'12" EAST BETWEEN FOUND MONUMENTS IN SPASIAN WAY (FORMERLY LATHROP ROAD) AS SHOWN ON TRACT 3533, IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

NOTES:
 1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
 2. TRACT 4862, STANFORD CROSSING PHASE 1C CONTAINS 191 RESIDENTIAL LOTS, AND 4 LETTERED PARCELS, CONTAINING 44.97 ACRES, MORE OR LESS, INCLUDING THE ROADWAYS THAT ARE BEING DECEDATED BY THIS FINAL MAP. ALL SHOWN HEREIN (PLEASE REFER TO THE AREA SUMMARY TABLE ON SHEET 3.)

- LEGEND**
- DISTINCTIVE BORDER
 - RIGHT OF WAY LINE
 - LOT LINE/PARCEL LINE
 - EXISTING PROPERTY LINE
 - EASEMENT LINE
 - EXISTING EASEMENT LINE
 - MONUMENT LINE
 - TIE LINE

- RELINQUISHMENT OF ABITER'S RIGHTS
 FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED
 SET 2 1/2" BRASS DISK STAMPED "LS 8817" IN MONUMENT BOX PER CITY OF LATHROP STANDARDS
 SET 3/4" IRON PIPE WITH TAG STAMPED "LS 8817" IN MONUMENT BOX PER CITY OF LATHROP STANDARDS
- ANGLE POINT
 - BOUNDARY
 - EXISTING
 - IRON PIPE TO IRON PIPE
 - IRON PIPE TO MONUMENT LINE
 - MONUMENT TO IRON PIPE
 - MONUMENT TO MONUMENT
 - MONUMENT TO PROPERTY LINE
 - OFFICIAL RECORDS
 - PUBLIC UTILITY EASEMENT
 - PALE
 - PRIVATE ACCESS AND UTILITY EASEMENT
 - MAPS AND PLATS
 - WALL EASEMENT
 - RADIAL BEARING
 - TOTAL
 - SAN JOAQUIN COUNTY RECORDS
 - SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
- INDICATES SHEET NUMBER

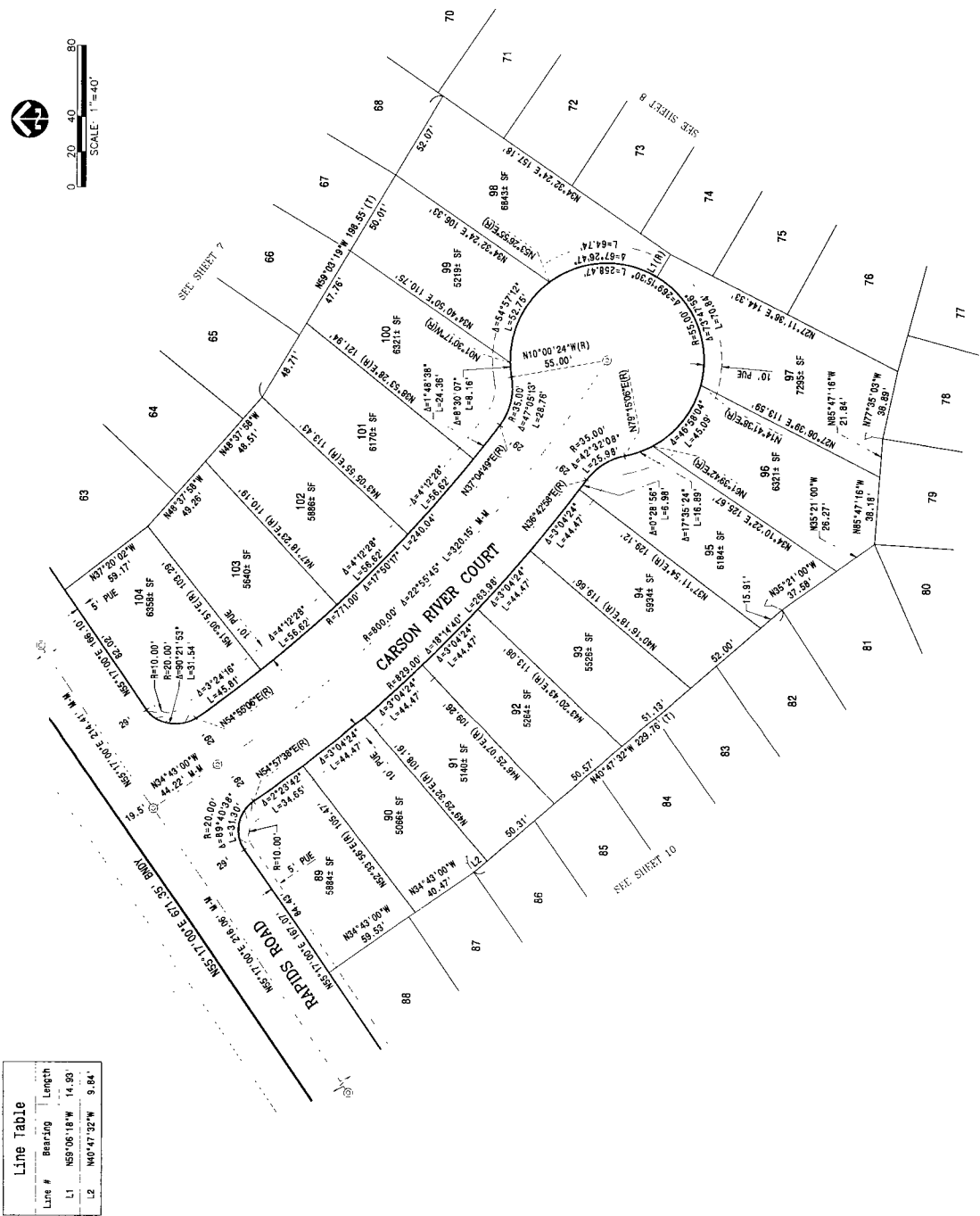
TRACT NO. 4062

SUBDIVISIONS OF SAN JOAQUIN COUNTY
 STANFORD CROSSING - PHASE 1C
 A SUBDIVISION OF LOTS 12, OF TRACT 3533 AS RECORDED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, AND RESULTANT PARCELS 9 AND C OF THE LLA AS DESCRIBED IN DOCUMENT NUMBER _____, SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 9 EAST, MERIDIAN _____, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

MACKAY & SOMPS



0 20 40 80
 SCALE: 1"=40'



Line Table

Line #	Bearing	Length
L1	N59°05'19"W	14.80
L2	N0°47'32"W	9.84

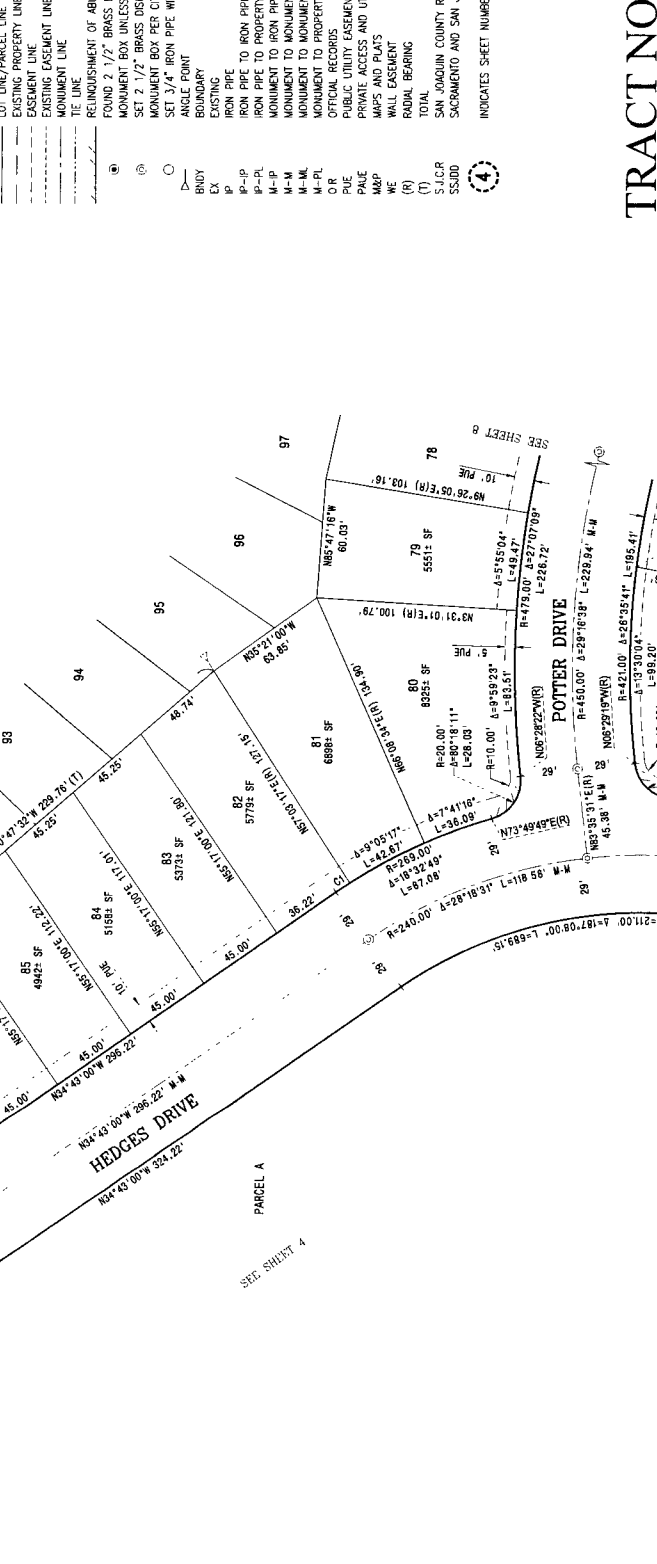
REFERENCES:
 (R-1) TRACT NO. 3533 MAPS & PLATS BK 40, PG. 100, S.J.C.R.
 (R-2) LOT LINE ADJUSTMENT - _____ DOCUMENT NO _____

NOTES:
 1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
 2. TRACT 4062, STANFORD CROSSING, PHASE 1C CONTAINS 191 RESIDENTIAL LOTS, AND 4 LETTERED PARCELS, CONTAINING 44.97 ACRES, MORE OR LESS, INCLUDING THE ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP. ALL SHOWN HEREIN. (PLEASE REFER TO THE AREA SUMMARY TABLE ON SHEET 3.)

LEGEND:
 _____ DISTINCTIVE BORDER
 _____ RIGHT OF WAY LINE
 _____ LOT LINE/PARCEL LINE
 _____ EXISTING PROPERTY LINE
 _____ EASEMENT LINE
 _____ EXISTING EASEMENT LINE
 _____ MONUMENT LINE
 _____ TIE LINE
 _____ RELINQUISHMENT OF ABUTTER'S RIGHTS
 _____ FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED
 _____ SET 2 1/2" BRASS DISK STAMPED "LS 8817" IN MONUMENT BOX PER CITY OF LATHROP STANDARDS
 _____ SET 3/4" IRON PIPE WITH TAG STAMPED "LS 8817" IN MONUMENT BOX
 _____ BOUNDARY
 _____ ANGLE POINT
 _____ EXISTING
 _____ IRON PIPE
 _____ IRON PIPE TO IRON PIPE
 _____ IRON PIPE TO PROPERTY LINE
 _____ MONUMENT TO IRON PIPE
 _____ MONUMENT TO MONUMENT
 _____ MONUMENT TO PROPERTY LINE
 _____ OTHER SERVICES
 _____ PUBLIC UTILITY EASEMENT
 _____ PRIVATE ACCESS AND UTILITY EASEMENT
 _____ MAPS AND PLATS
 _____ WE
 _____ WALL EASEMENT
 _____ RADIAL BEARING
 _____ TOTAL
 _____ SAN JOAQUIN COUNTY RECORDS
 _____ SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
 _____ SS:000
 _____ INDICATES SHEET NUMBER

SCALE: 1"=40'
 0 20 40 80

SEE SHEET 9
 SEE SHEET 10
 SEE SHEET 11



Curve #	Radius	Delta	Length
C1	269.00'	1°46'17"	8.32'

TRACT NO. 4062

SUBDIVISIONS OF SAN JOAQUIN COUNTY
 STANFORD CROSSING - PHASE 1C
 A SUBDIVISION OF LOTS 12, OF TRACT 3533 AS RECORDED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, AND RESULTANT PARCELS 9 AND C OF THE LLA AS DESCRIBED IN DOCUMENT NUMBER _____, SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 281, TOWNSHIP 1 SOUTH, RANGE 9 EAST, AND MERIDIAN _____, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

MACKAY & SOMPS

REFERENCES:
 (R-1) TRACT NO. 3533 MAPS & PLATS BK. 40, PG. 100, S.J.C.R.
 (R-2) LOT LINE ADJUSTMENT - _____ DOCUMENT NO. _____

BASIS OF BEARINGS:
 THE BEARING NORTH 65°56'17" EAST BETWEEN FOUND MONUMENTS IN SPARTAN WAY (FORMERLY LAHROP ROAD) AS SHOWN ON TRACT 3533, IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

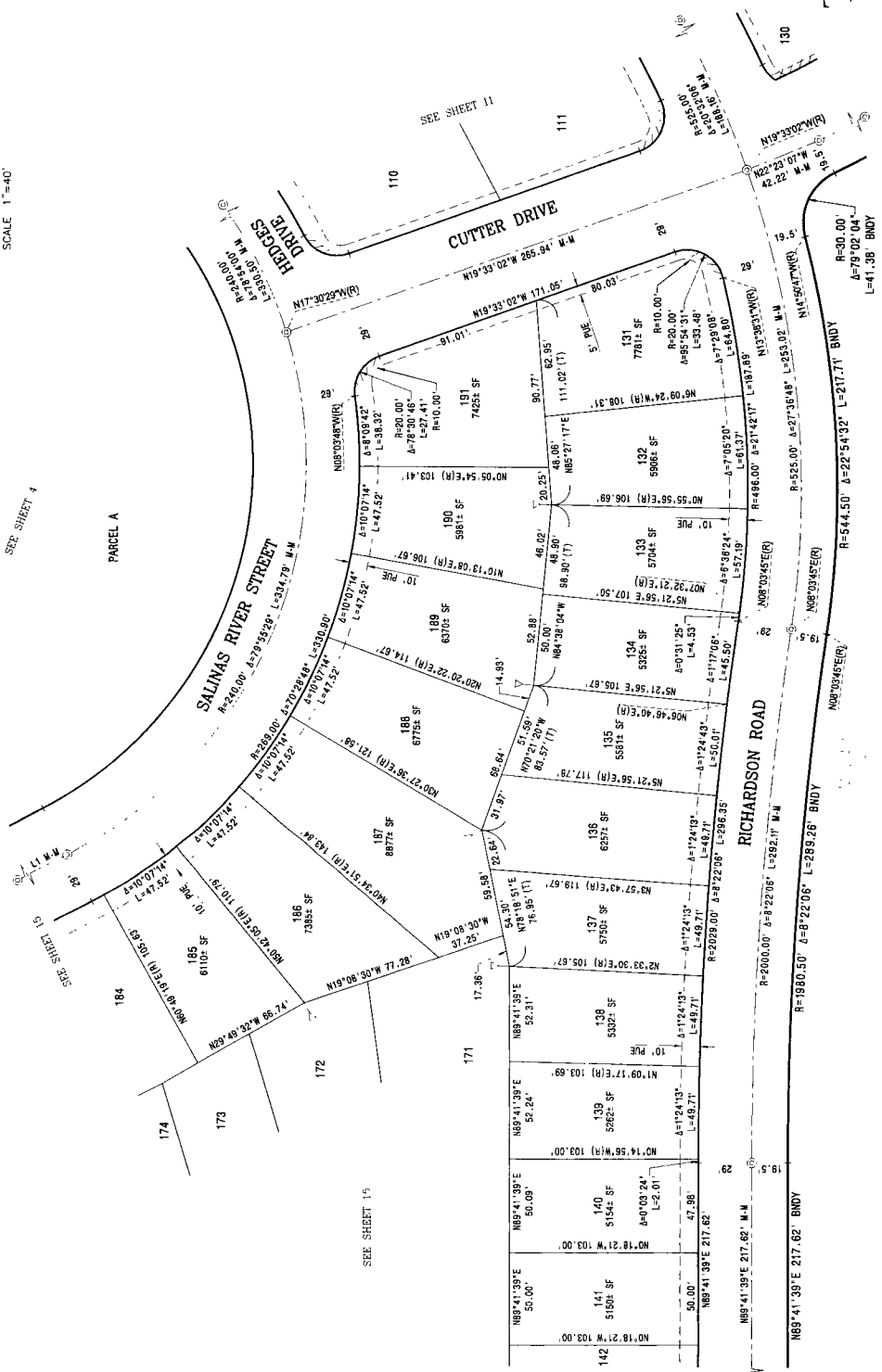
NOTES:
 1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
 2. TRACT 4962, STANFORD CROSSING PHASE 1C CONTAINS 191 RESIDENTIAL LOTS AND 4 LETTERED PARCELS, CONTAINING 44.97 ACRES, MORE OR LESS, INCLUDING THE ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP. ALL SHOWN HEREIN (PLEASE REFER TO THE AREA SUMMARY TABLE ON SHEET 3)

LEGEND

- DISTINCTIVE BORDER
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
- THE LINE
- RELINQUISHMENT OF ADJUTER'S RIGHTS
- FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED
- SET 2 1/2" BRASS DISK STAMPED "LS 8817" IN MONUMENT BOX PER CITY OF LAHROP STANDARDS
- SET 3/4" IRON PIPE WITH TAG STAMPED "LS 8817" ANGLE POINT
- BOUNDARY
- EXISTING
- IP-IP IRON PIPE TO IRON PIPE
- IP-PL IRON PIPE TO PROPERTY LINE
- M-IP MONUMENT TO IRON PIPE
- M-M MONUMENT TO MONUMENT
- M-ML MONUMENT TO MONUMENT LINE
- M-PL MONUMENT TO PROPERTY LINE
- D.R. OFFICIAL RECORDS
- P.U. PUBLIC UTILITY EASEMENT
- PALE PRIVATE ACCESS AND UTILITY EASEMENT
- MAPS AND PLATS
- WE WALL EASEMENT
- RA RADIAL BEARING
- TOTAL
- S.J.C.R. SAN JOAQUIN COUNTY RECORDS
- SS(DD) SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
- (4) INDICATES SHEET NUMBER



0 20 40 80
 SCALE 1"=40'



Line Table

Line #	Bearing	Length
L1	N27°35'00"W	283.20'

TRACT NO. 4062

SUBDIVISIONS OF SAN JOAQUIN COUNTY
 STANFORD CROSSING - PHASE 1C
 A SUBDIVISION OF LOTS 12, OF TRACT 3533 AS RECORDED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, AND RESULTANT PARCELS B AND C OF THE LLA AS DESCRIBED IN DOCUMENT NUMBER _____, SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 9 EAST, MERIDIAN 16 WEST, COUNTY OF SAN JOAQUIN, CALIFORNIA

MACKAY & SOMPS
 REALTORS

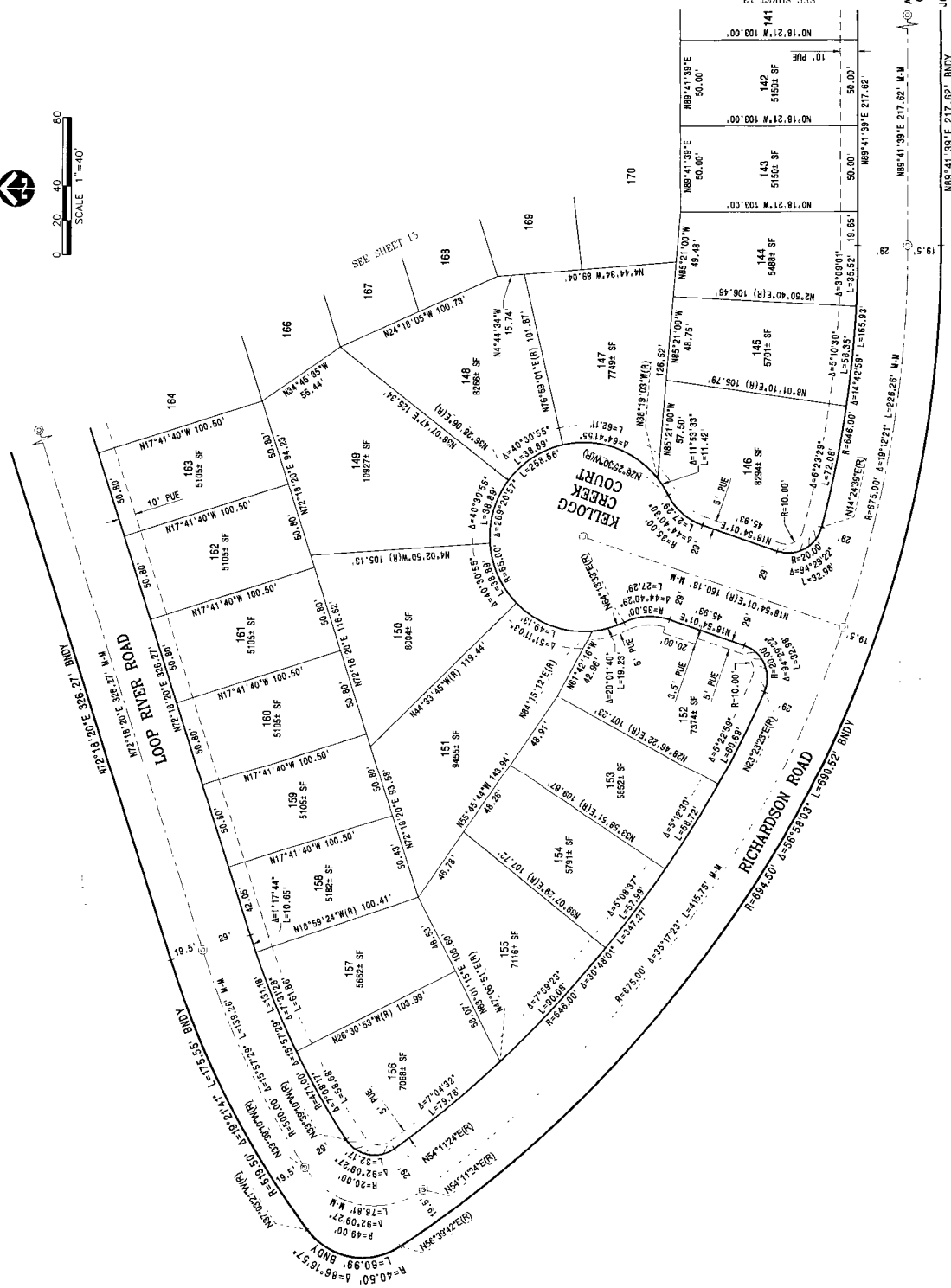
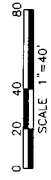
REFERENCES:
 (R-1) TRACT NO. 3533 MAPS & PLATS BK 40, PG. 100, S.J.C.R.
 (R-2) LOT LINE ADJUSTMENT - _____ DOCUMENT NO. _____

BASIS OF BEARINGS:
 THE BEARINGS NOTED ARE 1/2" CAST BETWEEN FOUND MONUMENTS
 IN SPRING VALLEY (FORMERLY LAHROP) AS SHOWN ON MAPS
 TRACT 3533 IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100,
 SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF
 BEARINGS SHOWN HEREON.

NOTES:
 1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
 2. TRACT 4062, STANFORD CROSSING PHASE 1C, CONTAINS 191
 RESIDENTIAL LOTS, AND 4 LETTERED PARCELS, CONTAINING 44.97
 ACRES, MORE OR LESS, INCLUDING THE ROADWAYS THAT ARE BEING
 DEDICATED BY THIS FINAL MAP. ALL SHOWN HEREON (PLEASE REFER
 TO THE AREA SUMMARY TABLE ON SHEET 3)

LEGEND

- DISTINCTIVE BORDER
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
- TILE LINE
- RELINQUISHMENT OF ADJUTER'S RIGHTS
- FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED
- SET 2 1/2" BRASS DISK STAMPED "LS 8817" IN MONUMENT BOX PER CITY OF LAHROP STANDARDS
- SET 3/4" IRON PIPE WITH TAG STAMPED "LS 8817"
- ANGLE POINT
- BOUNDARY
- BNDY
- IP
- IP-IP
- IP-PL
- M-M
- M-M
- M-PL
- M-PL
- M-PL
- DR
- PUE
- PAVE
- MAP
- WE
- (R)
- (T)
- TOTAL
- S.J.C.R.
- SSJDD
- SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
- INDICATES SHEET NUMBER



TRACT NO. 4062

SUBDIVISIONS OF SAN JOAQUIN COUNTY
 STANFORD CROSSING - PHASE 1C
 A SUBDIVISION OF LOTS 12, OF TRACT 3533 AS RECORDED IN BOOK 40
 OF MAPS AND PLATS, AT PAGE 100, AND RESULTANT PARCELS B AND C
 OF THE LLA AS DESCRIBED IN DOCUMENT NUMBER _____ SAN
 JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 28, TOWNSHIP
 1 SOUTH, RANGE 6 EAST, MERIDIAN
 SAN JOAQUIN COUNTY, CALIFORNIA

MACKAY & SOMPS

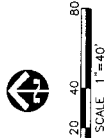
REFERENCES:
 (R-1) TRACT NO. 3533 MAPS & PLATS BK. 40, PG. 100, S.J.C.R.
 (R-2) LOT LINE ADJUSTMENT - _____ DOCUMENT NO. _____

BEARING NORTH 69°58'12" EAST BETWEEN FOUND MONUMENTS IN SERRANO MAP CROSSING PHASE 1C, TRACT NO. 4062, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

NOTES:
 1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
 2. TRACT 4062, STANFORD CROSSING, PHASE 1C, CONTAINS 191 RESIDENTIAL LOTS, AND 4 LETTERED PARCELS, CONTAINING 44.97 ACRES, MORE OR LESS, INCLUDING THE ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP. ALL SHOWN HEREIN (PLEASE REFER TO THE AREA SUMMARY TABLE ON SHEET 3)

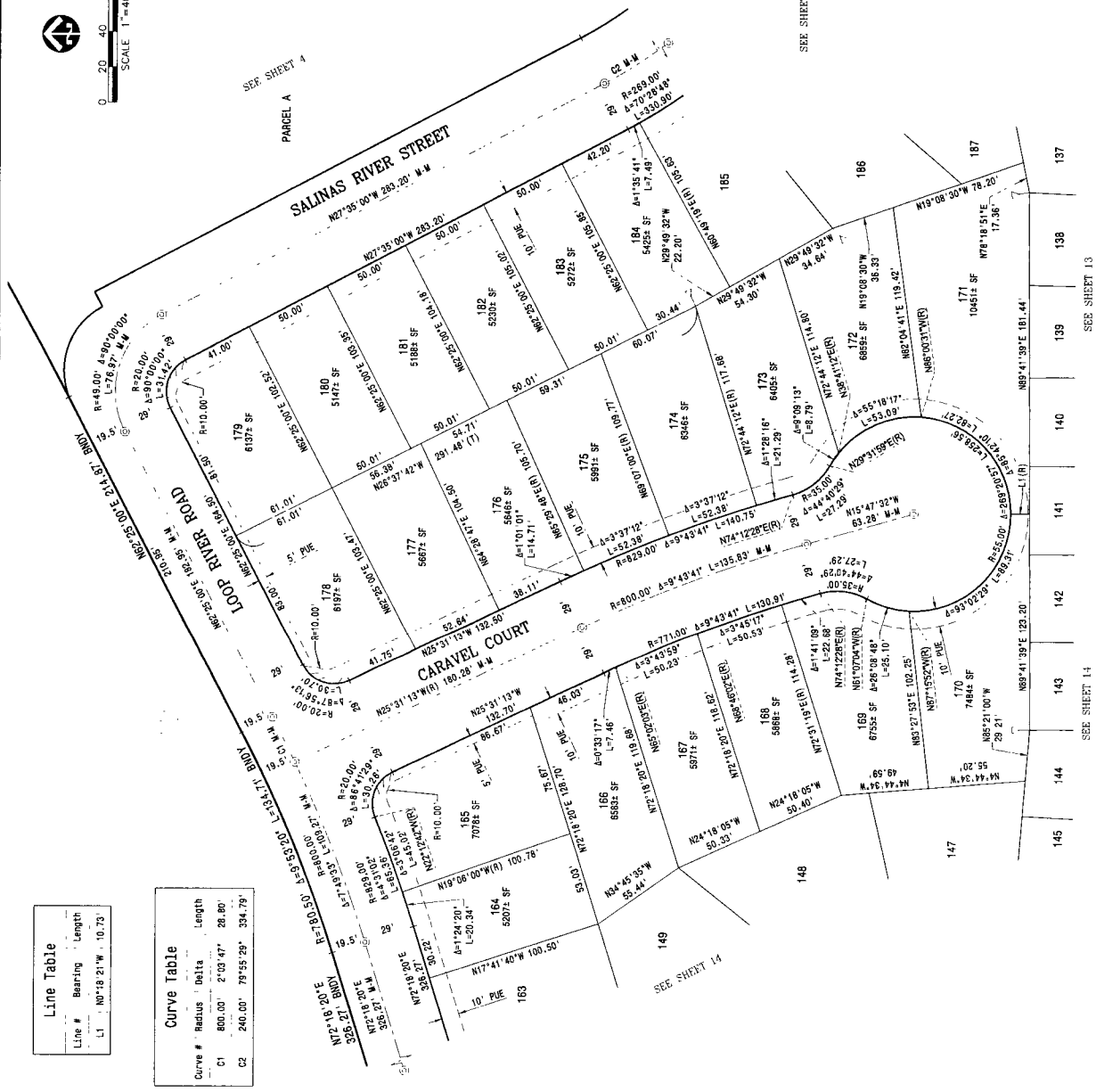
LEGEND

- DISTINCTIVE BORDER
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
- IRI LINE
- REQUIREMENT OF ABUTTER'S RIGHTS
- MONUMENT FOR UNLESS OTHERWISE NOTED
- MONUMENT BOX PER CITY OF LAHROP STANDARDS
- SET 2 1/2" IRON PIPE WITH TAG STAMPED "LS 8817"
- MONUMENT
- BOUNDARY
- EXISTING
- IRON PIPE
- IRON PIPE TO IRON PIPE
- IRON PIPE TO PROPERTY LINE
- MONUMENT TO IRON PIPE
- M-M
- M-M
- M-ML
- M-PL
- MONUMENT TO MONUMENT
- MONUMENT TO PROPERTY LINE
- O.R.
- PAVE
- PAVE
- PRIVATE ACCESS AND UTILITY EASEMENT
- WALL EASEMENT
- RADIAL BEARING
- TOTAL
- SAN JOAQUIN COUNTY RECORDS
- S.S.O.D.
- SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
- (I)
- (T)
- (4)



Line #	Bearing	Length
C1	N0°18'21"W	10.73

Curve #	Radius	Delta	Length
C1	800.00'	2°03'47"	28.80'
C2	240.00'	7°55'29"	394.79'



TRACT NO. 4062

SUBDIVISIONS OF SAN JOAQUIN COUNTY
 STANFORD CROSSING - PHASE 1C
 A SUBDIVISION OF LOTS 12, OF TRACT 3533 AS RECORDED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, AND RESULTANT PARCELS B AND C OF THE LLA AS DESCRIBED IN DOCUMENT NUMBER _____, SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 6 EAST, MERIDIAN

SAN JOAQUIN COUNTY, CALIFORNIA
MACKAY & SOMPS

EXHIBIT B

TOTAL COST ESTIMATE

TRACT 4062 - COST TO COMPLETE IMPROVEMENTS

	Contract Amount	Billed to Date	Cost to Complete	Performance Bond (Cost + 10%)	Labor & Materials Bond (Performance Bond X 50%)
TRACT 4062 IMPROVEMENTS					
Mass Grading & Dewatering	\$ 2,623,223.82	\$ 1,605,788	\$ 1,017,436	\$ 1,119,179.78	\$ 559,589.89
Underground & Topside Improvements	\$ 8,021,042.14	\$ -	\$ 8,021,042	\$ 8,823,146.35	\$ 4,411,573.18
Joint Trench	\$ 2,553,953.00	\$ -	\$ 2,553,953	\$ 2,809,348.30	\$ 1,404,674.15
Landscaping and Irrigation	\$ 353,289.00	\$ -	\$ 353,289	\$ 388,617.90	\$ 194,308.95
Acoustic Sound Walls	\$ 532,265.00	\$ -	\$ 532,265	\$ 585,491.50	\$ 292,745.75
TOTAL	\$ 14,083,772.96	\$ 1,605,787.66	\$ 12,477,985.30	\$ 13,725,783.83	\$ 6,862,891.92

EXHIBIT C

CITY INSURANCE REQUIREMENTS

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:
 - a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.
 - b. State that “the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.
 - c. Include a statement that, “the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage.” The above language can be included on the additional insured endorsement form or on a separate endorsement form.
 - d. The policy must contain a cross liability or severability of interest clause.
 - e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

EXHIBIT D

COST TO COMPLETE IMPROVEMENTS

TRACT 4062 - COST TO COMPLETE IMPROVEMENTS

	Contract Amount	Billed to Date	Cost to Complete	Performance Bond (Cost + 10%)	Labor & Materials Bond (Performance Bond X 50%)
TRACT 4062 IMPROVEMENTS					
Mass Grading & Dewatering	\$ 2,623,223.82	\$ 1,828,703.41	\$ 794,520.41	\$ 873,972.45	\$ 436,986.23
Underground & Topside Improvements	\$ 8,021,042.14	\$ 203,431.51	\$ 7,817,610.63	\$ 8,599,371.69	\$ 4,299,685.85
Joint Trench	\$ 2,553,953.00	\$ -	\$ 2,553,953.00	\$ 2,809,348.30	\$ 1,404,674.15
Landscaping and Irrigation	\$ 353,289.00	\$ -	\$ 353,289.00	\$ 388,617.90	\$ 194,308.95
Acoustic Sound Walls	\$ 532,265.00	\$ 119,759.62	\$ 412,505.38	\$ 453,755.92	\$ 226,877.96
TOTAL	\$ 14,083,772.96	\$ 2,151,894.54	\$ 11,931,878.42	\$ 13,125,066.26	\$ 6,562,533.13

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF 1 FINAL MAP
(CLSP PHASE 1C TRACT 4062)**

October 11, 2021

Via Email and First Class Mail

First American Title Company
4750 Willow Road, Suite 100
Pleasanton, CA 94588
Attn: Tammi Buna

Re: Recordation of 1 Final Map:
Tract 4062; Map Escrow No. [XXXXXXX]

Dear Tammi:

This letter constitutes the joint escrow instructions ("***Escrow Instructions***") of Lathrop Land Acquisition, LLC, a Delaware limited liability company and Saybrook CLSP, LLC, a Delaware limited liability company (collectively "***Developer***"), and the City of Lathrop ("***City***") in connection with the above-referenced escrow (the "***Escrow***"). The Escrow was opened in connection with recordation of the above-referenced final map (the "***Final Map***"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "***Transaction***." First American Title Company is referred to as "you" or "***FATCo***."

A. Date for Closings

The Final Map will be recorded at the time designated by Developer as set forth below. The Final Map can only be recorded after the City has approved the maps in writing. The closing date for the Transaction is intended to occur by April 30, 2022, at the time designated in writing by Developer, subject to satisfaction of the conditions set forth below (each, a "***Closing***"). If the Final Map have not been recorded by April 30, 2022, FATCo will return the Final Maps to the City.

B. Recordation Documents

In connection with the Transaction, you have in your possession or will receive the following document from City for recordation in the Official Records of San Joaquin County, California (the "***Official Records***").

B1. One original Final Map for Tract 4062, executed and acknowledged by the City and Developer.

The document listed in Item B above is referred to as the "***Recordation Documents***." The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF 1 FINAL MAP
(CLSP PHASE 1C TRACT 4062)**

C. Funds and Settlement Statement

You also have received, or will receive from Developer, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both Developer and City (the "**Settlement Statement**"): recordation costs, escrow fees, and other amounts as set forth in the Settlement Statement. Such costs, fees, and other amounts are the sole responsibility of Developer.

C.1 Funds to be wire transferred directly to the City, prior to the recordation of the Final Map, in accordance with the wire transfer instructions for each entity attached hereto:

a. The amount payable to the City pursuant to that certain Agreement to Settle Threatened Litigation Regarding the Central Lathrop Specific Plan (as amended, the "**Sierra Club Agreement**"), outlined in the table below, is to be transferred to the City upon recordation of the Final Maps.

Tract	Acreage	Cost/Acre	Total Fee
4062	44.97	\$4,539.00	\$204,118.83

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

D. Closing Requirements

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

D.1. You have delivered copies of your Settlement Statement by email transmission to (a) Jeff Wilson (jwilson@saybrookfundadvisors.com); (b) Scott Bayliss (sbayliss@saybrookfundadvisors.com); (c) Seth Merewitz (seth.merewitz@bbklaw.com) (d) Stephen Salvatore (ssalvatore@ci.lathrop.ca.us); (e) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (f) Cari James (cjames@ci.lathrop.ca.us); and (g) Glenn Gebhardt (ggehardt@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Jeff Wilson and Stephen Salvatore or Glenn Gebhardt that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you, and have been fully executed and, where applicable, acknowledged, you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

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

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF 1 FINAL MAP
(CLSP PHASE 1C TRACT 4062)**

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of FATCo with authority to bind FATCo, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Jeff Wilson, Seth Merewitz and Glenn Gebhardt at the email addresses set forth above.

D.6. You have received confirmation (by email or other writing) from Jeff Wilson and Stephen Salvatore or Glenn Gebhardt to record the Recordation Documents and complete the Transaction.

E. Closing Process and Priorities

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

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

E.2. Record the Final Map in the Official Records.

E.3. Pay the costs associated with the Transaction.

E.4. Refund any funds delivered to you by Developer that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

Lathrop Land Acquisition, LLC
303 Twin Dolphin Dr., Suite 600
Redwood Shores, CA 94065
Attn: Jeff Wilson

E.5. Notify Jeff Wilson, Scott Bayliss, Seth Merewitz, and Stephen Salvatore and Glenn Gebhardt of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier, to (1) Jeff Wilson, Lathrop Land Acquisition, LLC, 303 Twin Dolphin Dr., Suite 600, Redwood Shores, CA 94065; and (2) Sal Navarette, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330

(A) a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents and an electronic copy of the Recordation Documents; and

(B) a certified copy of the final Settlement Statement.

F. Additional Instructions

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

Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions,

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF 1 FINAL MAP
(CLSP PHASE 1C TRACT 4062)**

by executing and dating a copy of these Escrow Instructions where indicated below, initialing all pages and returning it to both of the undersigned.

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

Very truly yours,

**Owner: LATHROP LAND ACQUISITION, LLC
By: SAYBROOK FUND INVESTORS, LLC
Its: MANAGING MEMBER**

Jeffrey M. Wilson
Officer

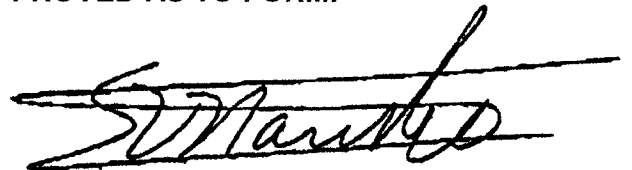
**Owner: SAYBROOK CLSP, LLC
By: SAYBROOK FUND INVESTORS, LLC
Its: MANAGING MEMBER**

Jeffrey M. Wilson
Officer

CITY OF LATHROP

APPROVED AS TO FORM:

Stephen J. Salvatore
City Manager



Salvador V. Navarrete
City Attorney

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF 1 FINAL MAP
(CLSP PHASE 1C TRACT 4062)**

ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from Developer and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of FATCo, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to Developer and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of FATCo.

First American Title Company

By: _____
Its: _____
Date: _____

ITEM 4.16

CITY MANAGER'S REPORT OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF REAL PROPERTY SALE AND APPROVAL OF EASEMENT DEEDS FOR THE OVERHEAD ELECTRICAL TRANSMISSION LINES ON CHRISTOPHER WAY AND D'ARCY PARKWAY WITH PG&E AND A RELATED BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Approving Real Property Sale and Approval of Easement Deeds for the Overhead Electrical Transmission Lines on Christopher Way and D'Arcy Parkway with PG&E and a Related Budget Amendment**

SUMMARY:

PG&E ("PGE") is processing the entitlement for an expansion of their substation on Vierra Road and the addition of two 115,000 volt transmission lines, one into the Crossroads Commerce Center to reinforce the electrical demands of that area, and one into Simplot to provide them with a secondary electrical source. A Vicinity Map is included as Attachment "B".

PGE provided an appraisal of the value of an easement through the City property along Christopher Way (Easement) and a Letter Agreement dated June 30, 2021 (Attachment "C"). PGE will pay the Easement value over the parcels on the north side of D'Arcy to Richland Crossroads, L.P. by separate agreement due to their right of reverter in that property.

Staff recommends Council Approve Real Property Sale and Approval of Easement Deeds for the Overhead Electrical Transmission Lines on Christopher Way and D'Arcy Parkway with PG&E. Sufficient funds were not included in the adopted fiscal year 2021-22 budget. Therefore, a budget amendment is necessary to increase the revenue received to fund 6030 in the amount of \$131,000.

BACKGROUND:

Several years ago, PG&E began the entitlement process for an expansion of their substation on Vierra Road and the addition of two 115,000 volt transmission lines, one into the Crossroads Commerce Center to reinforce the electrical demands of that area, and one into Simplot to provide them with a secondary electrical source. The approval process through the California Public Utilities Commission has many steps, and takes several years.

Due to their size and cost, PGE transmission towers and cables are typically located in a separate right of way rather than within the City right of way or a Public Utility Easement (PUE).

OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING**APPROVAL OF REAL PROPERTY SALE AND APPROVAL OF EASEMENT DEEDS FOR THE OVERHEAD ELECTRICAL TRANSMISSION LINES ON CHRISTOPHER WAY AND D'ARCY PARKWAY WITH PG&E AND A RELATED BUDGET AMENDMENT**

In addition, the City has the right to allow other utility companies to locate their facilities in City right of way or public utility easements. PGE needs to be assured that they have adequate control over their electrical transmission lines to avoid conflicts with other utility companies and to avoid the possibility the City would require them to relocate these costly towers.

Although most PGE electrical lines are placed underground when the adjacent property develops, this requirement is limited to electrical lines of 34,500 volts or less (Lathrop Municipal Code Section 16.28.080, Underground Utilities). The proposed transmission lines are 115,000 volts and are therefore not required to be placed underground.

The Easement has two separate sections and is reflected on two separate deeds.

- The first section (Exhibit A of Attachment "C") is along Christopher Way, and it crosses three legal parcels, all owned by the City. They include Assessor's Parcel Number 198-130-35, 36, and 59. The appraised value of this easement is \$131,000 and includes \$1,000 in damages in case PGE needs to remove any of the existing street trees in the future. Staff reviewed the appraisal and agreed the comparable sales in the area result in a cost per acre equal to or higher; therefore, find the appraisal acceptable.
- The second section of the Easement area (Attachment "D") crosses D'Arcy Parkway and passes through the legal Assessor's Parcel Numbers 198-130-56, and 57. These parcels are currently owned by the City of Lathrop and are used to operate Percolation Basin #1. Parcel 6, Assessor Parcel Number 198-130-58, has an existing easement that will accommodate the transmission lines.

The second section of Easement has a right of reverter clause in the deed that dedicated the parcels from Richland to the City. For that reason, the City cannot further encumber the property by providing an easement to a utility company without the permission of Richland. On September 13, 2021, City Council approved a Funding Agreement with Richland Crossroads, L.P. for Project Costs related to the Surface Water Discharge Project CIP WW 20-17. Based on that funding Agreement, this parcel will be returned to Richland once operational for the Surface Water Discharge project at which time the City will no longer have a need for Percolation Pond #3. The reverter of land to Richland is expected to occur in Fall of 2022.

PGE negotiated the value of the second Easement with Richland. Richland has agreed to the appraised value of \$79,900 for 37,941 SF, and upon City approval of the Easement, those funds will be provided from PGE to Richland.

CITY MANAGER'S REPORT **PAGE 3**
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF REAL PROPERTY SALE AND APPROVAL OF EASEMENT DEEDS
FOR THE OVERHEAD ELECTRICAL TRANSMISSION LINES ON CHRISTOPHER
WAY AND D'ARCY PARKWAY WITH PG&E AND A RELATED BUDGET
AMENDMENT

REASON FOR RECOMMENDATION:

The alignment for the new transmission lines and providing a secondary power source provides the greatest benefit to the industrial area and resulting in the least impacts to manufacturing facilities such as Telsa and Simplot.

PGE reviewed with the City and with the public an extensive analysis of alternative alignments.

FISCAL IMPACT:

The increased revenue was not considered in the fiscal year 2021-22 budget. Therefore, a budget amendment is necessary to increase the revenue received as follows;

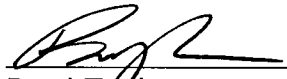
Increase Revenue
6030-50-30-318-04-50 \$131,000.

ATTACHMENTS:

- A. Resolution Approving Real Property Sale and Approval of Easement Deeds for the Overhead Electrical Transmission Lines on Christopher Way and D'Arcy Parkway and a Related Budget Amendment
- B. Vicinity Map of PGE Substation expansion and new Transmission Lines
- C. Letter Agreement, including easement Deed LD# 2201-06-10008 over City property along Christopher Way
- D. Deed LD# 2201-06-10008 over City Percolation Basin #1


CITY MANAGER'S REPORT
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF REAL PROPERTY SALE AND APPROVAL OF EASEMENT DEEDS
FOR THE OVERHEAD ELECTRICAL TRANSMISSION LINES ON CHRISTOPHER
WAY AND D'ARCY PARKWAY WITH PG&E AND A RELATED BUDGET
AMENDMENT

APPROVALS:



Brad Taylor
Land Development Manager

10/5/2021
Date

 FOR

Glenn Gebhardt
City Engineer

10-5-2021
Date



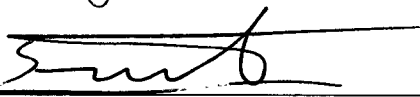
Michael King
Public Works Director

10-5-2021
Date




Cari James
Finance Director

10/5/2021
Date



Salvador Navarrete
City Attorney

10-5-2021
Date



Stephen J. Salvatore
City Manager

10.5.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING OF REAL PROPERTY SALE AND APPROVAL OF EASEMENT DEEDS FOR THE OVERHEAD ELECTRICAL TRANSMISSION LINES ON CHRISTOPHER WAY AND D'ARCY PARKWAY WITH PG&E AND A RELATED BUDGET AMENDMENT

WHEREAS, PG&E ("PGE") has recognized that manufacturing facilities like Tesla and Simplot require a secondary source of power to minimize any downtime for their facilities; and

WHEREAS, PGE reviewed with the City and with the public an extensive analysis of alternative alignments, and the alignment for the new transmission lines that provided the greatest benefit to the industrial area and resulted in the least impacts, was the Christopher Way alignment shown on Attachment "B" to the City Managers Report dated October 11, 2021; and

WHEREAS, PGE is processing the entitlement for an expansion of their substation on Vierra Road and the addition of two 115,000 volt transmission lines, one into the Crossroads Commerce Center to reinforce the electrical demands of that area, and one into Simplot to provide them with a secondary electrical source; and

WHEREAS, due to their size and cost, PGE transmission towers and cables are typically located in a separate right of way rather than within the City right of way or a Public Utility Easement (PUE). In addition, the City has the right to allow other utility companies to locate their facilities in City right of way or public utility easements. PGE needs to be assured that they have adequate control over their electrical transmission lines to avoid conflicts with other utility companies and to avoid the possibility the City would require them to relocate these costly towers; and

WHEREAS, PGE needs to be assured that they have adequate control over their electrical transmission lines to avoid conflicts with other utility companies and to avoid the possibility the City would require them to relocate these very expensive towers; and

WHEREAS, although most PGE electrical lines are placed underground when the adjacent property develops, this requirement is limited to electrical lines of 34,500 volts or less (Lathrop Municipal Code Section 16.28.080, Underground Utilities), and since the proposed transmission lines are 115,000 volts, they are not required to be placed underground; and

WHEREAS, the Easement has two separate sections and is reflected on two separate deeds; and

WHEREAS, the first section is along Christopher Way, and it crosses three legal parcels, all owned by the City. They include Assessor's Parcel Number 198-130-35, 36, and 59; and

WHEREAS, the appraised value of this easement is \$131,000 and includes \$1,000 in damages in case PGE needs to remove any of the existing street trees in the future. Staff reviewed the appraisal and agreed the comparable sales in the area result in a cost per acre equal to or higher; therefore, find the appraisal acceptable; and

WHEREAS, the second section of the Easement area (Attachment "D") crosses D'Arcy Parkway and passes through the legal Assessor's Parcel Numbers 198-130-56, and 57. These parcels are currently owned by the City of Lathrop and are used to operate Percolation Basin #1. Parcel 6, Assessor Parcel Number 198-130-58, has an existing easement that will accommodate the transmission lines; and

WHEREAS, the second section of Easement has a right of reverter clause in the deed that dedicated the parcels from Richland to the City. For that reason, the City cannot further encumber the property by providing an easement to a utility company without the permission of Richland. On September 13, 2021, City Council approved a Funding Agreement with Richland Crossroads, L.P. for Project Costs related to the Surface Water Discharge Project CIP WW 20-17. Based on that funding Agreement, this parcel will be returned to Richland once operational for the Surface Water Discharge project at which time the City will no longer have a need for Percolation Basin #1. The reverter of land to Richland is expected to occur in Fall of 2022; and

WHEREAS, PGE negotiated the value of the second Easement with Richland. Richland has agreed to the appraised value of \$79,900 for 37,941 SF, and upon City approval of the Easement, those funds will be provided from PGE to Richland; and

WHEREAS, the City, as the current property owner, also needs to sign the Easement Deed; and.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the Real Property Sale and Approval of Easement Deeds for the Overhead Electrical Transmission Lines on Christopher Way and D'Arcy Parkway with PG&E; and

BE IT FURTHER RESOLVED, the City Council of the City of Lathrop does hereby approve a budget amendment to increase the revenue received in fund 6030 in the amount of \$131,000 as follows;

Increase Revenue

6030-50-30-318-04-50 \$131,000

The foregoing resolution was passed and adopted this 11th day of October 2021, by the following vote of the City Council, to wit:

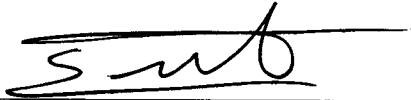
- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas
City Clerk



Salvador Navarrete
City Attorney

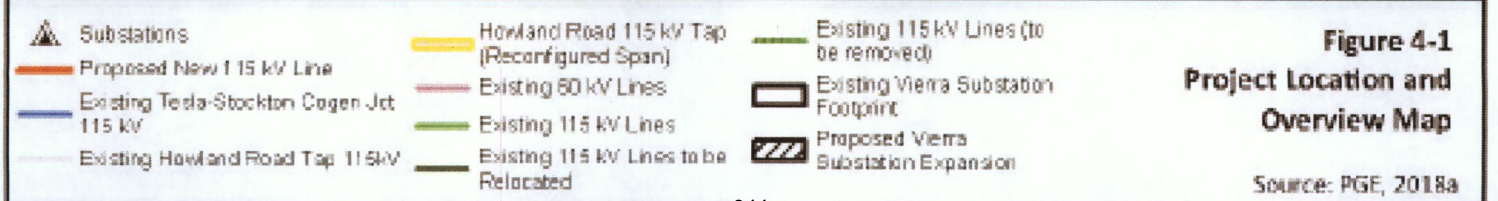
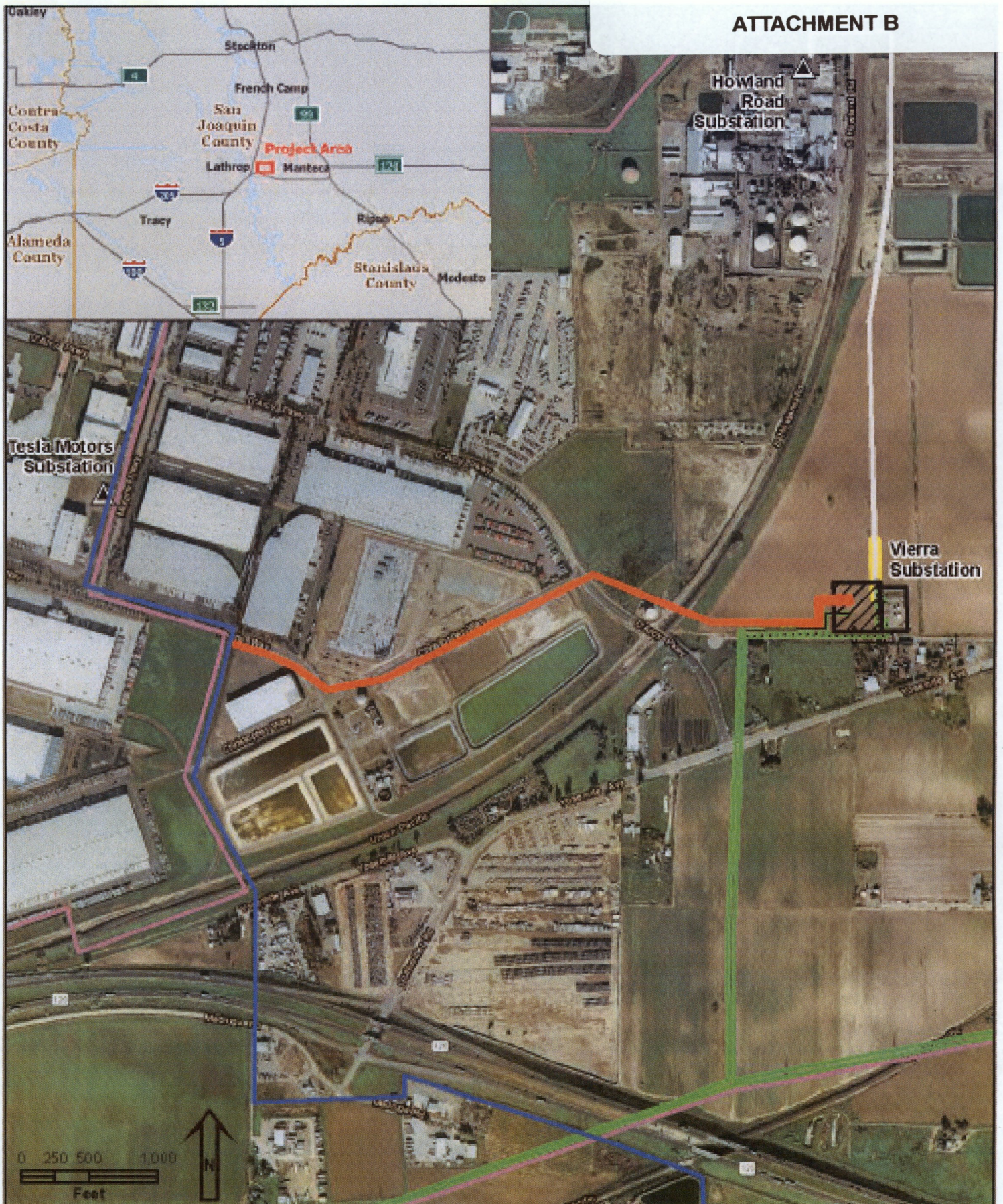


Figure 4-1
Project Location and Overview Map

Source: PGE, 2018a

ELECTRIC TRANSMISSION EASEMENT (REV. 03/20/20)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2). This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2201-06-10012

EASEMENT DEED

9 20 2 (74014761)
Vierra T-line Reinforcement

CITY OF LATHROP, a California municipal corporation,

("Grantor"), in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Grantee"), the receipt of which is hereby acknowledged, grants to Grantee the right to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use poles, towers, and/or other structures (or any combination thereof), with such wires and cables as Grantee deems necessary for the transmission and distribution of electric energy and for communication purposes, and all necessary foundations, footings, crossarms, guys, anchors, underground and overhead ground wires, and other appliances, fixtures, and appurtenances, together with a right of way, within the easement areas described below, lying within Grantor's lands situated in the City of Lathrop, County of San Joaquin, State of California, described as follows:

(APN 198-130-56 & 198-130-57)

See LANDS described in EXHIBIT "A" attached hereto

The easement areas are described as follows:

See STRIP described in EXHIBIT "A" attached hereto.

Grantee's Drawing attached hereto as EXHIBIT "B" for reference purposes only.

Grantor further grants to Grantee:

(a) the right of ingress to and egress from the easement area over and across the lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided, that such right of

ingress and egress shall not extend to any portion of the lands which is isolated from the easement area by any public road or highway, now crossing or hereafter crossing the lands;

(b) the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within the easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of the easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations;

(c) the right from time to time to enlarge, improve, reconstruct, relocate and replace any facilities constructed hereunder with any other number or type of facilities either in the original location or at any alternate location or locations within the easement area;

(d) the right to use such portion of the lands contiguous to the easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of the facilities;

(e) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the easement area; and

(f) the right to mark the location of the easement area by suitable markers set in the ground; provided that the markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the easement area.

Grantee covenants and agrees:

(a) not to fence the easement area;

(b) to repair any damage to the lands caused by Grantee as result of exercising its right of ingress and egress granted herein; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use the easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not:

(a) place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well (except for Grantor's existing monitoring well shown on EXHIBIT "B"), or construct any reservoir or other obstruction within the easement area, or diminish or substantially add to the ground level within

the easement area, or construct any fences that will interfere with the maintenance and operation of the facilities; and

(b) deposit, or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, within the easement area, which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder.

RICHLAND CROSSROADS, L.P., retained automatic reversionary rights to the lands as addressed in the City of Lathrop's Certificate of Acceptance that stated, "This is to certify that the interest in real property conveyed by the Grant Deed with Right to Reverter dated May 26, 2015 and recorded as document number 2015-062316. San Joaquin County Records, from Richland Crossroads, L. P., to the City of Lathrop, municipal corporation and governmental agency in the County of San Joaquin, State of California, is hereby accepted by order of the City Council of the City of Lathrop, on May 4, 2015, Item 1. 2. 2, and the grantee consents to the recordation thereof by its duly authorized officer." Richland Crossroads, L.P. now consents to the conveyance of the easement rights provided for herein being granted by the City of Lathrop to Pacific Gas and Electric Company.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated _____, 20_____.

CITY OF LATHROP, a California municipal corporation

By _____

Print name and title

RICHLAND CROSSROADS, L.P., a California limited partnership

By  _____

John C. Troutman
~~Vice President of General Partner~~

Print name and title

I hereby certify that a resolution was adopted
On the ___ day of _____, 20___, by the

authorizing the foregoing grant of easement.
By _____

Area 6
Sacramento Land Services Office
Line of Business: Electric Transmission (42)
Business Doc Type: Easement
MTRSQ: 22.01.06.35.32, 22.02.06.02.44
PG&E Drawing Number(s): SL-15XX
PLAT NO. Y1010 & Y1106
LD of any affected documents: NA
LD of any Cross-referenced documents: NA
TYPE OF INTEREST: Electric Tower Line Easement (2), Electric Pole Line Easement (3),
Electric Underground Easement (4), Communication Easement (6)
SBE Parcel Number: NA
Order # or PM #: 74014761
JCN: 06-15-072
County: San Joaquin
85I Approval Application No. _____ Decision _____
Prepared By: EKF2
Checked By: CXOQ
Revision Number: 1

RECORD THIS PAGE WITH DOCUMENT

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

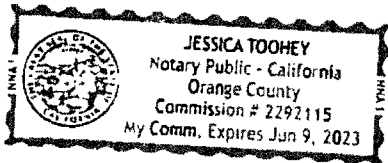
An notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange
On July 22, 2021 before me, Jessica Toohey, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared John C Troutman
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Jessica Toohey
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

LD 2201-06-10012
74014761 (06-15-072)
Vierra T-line Reinforcement

EXHIBIT "A"

LANDS:

PARCELS 7 and 8 as shown upon the Parcel Map filed for record July 28, 2004 in Book 23 of Parcel Maps at page 47, San Joaquin County Records.

STRIP:

A strip of land of the uniform width of 60 feet extending from the southwesterly boundary line of said PARCEL 8 northeasterly and southeasterly to the southeasterly boundary line of said PARCEL 7 and lying 30 feet on each side of the line described as follows:

Beginning at a point in the southwesterly boundary line of said PARCEL 8 and running thence

(1) north 63° 32' 11" east 41.64 feet, more or less,

to a point which bears north 86° 58' 55" east 94.80 feet distant from the found 2 ½ inch brass disk in monument well marking the intersection of Christopher Way and D'arcy Parkway as shown upon said Parcel Map filed for record July 28, 2004; thence continuing

(2) south 67° 16' 18" east 590.72 feet, more or less,

to a point in the southeasterly boundary line of said PARCEL 7; excepting therefrom any portion thereof lying outside of said PARCELS 7 and 8.

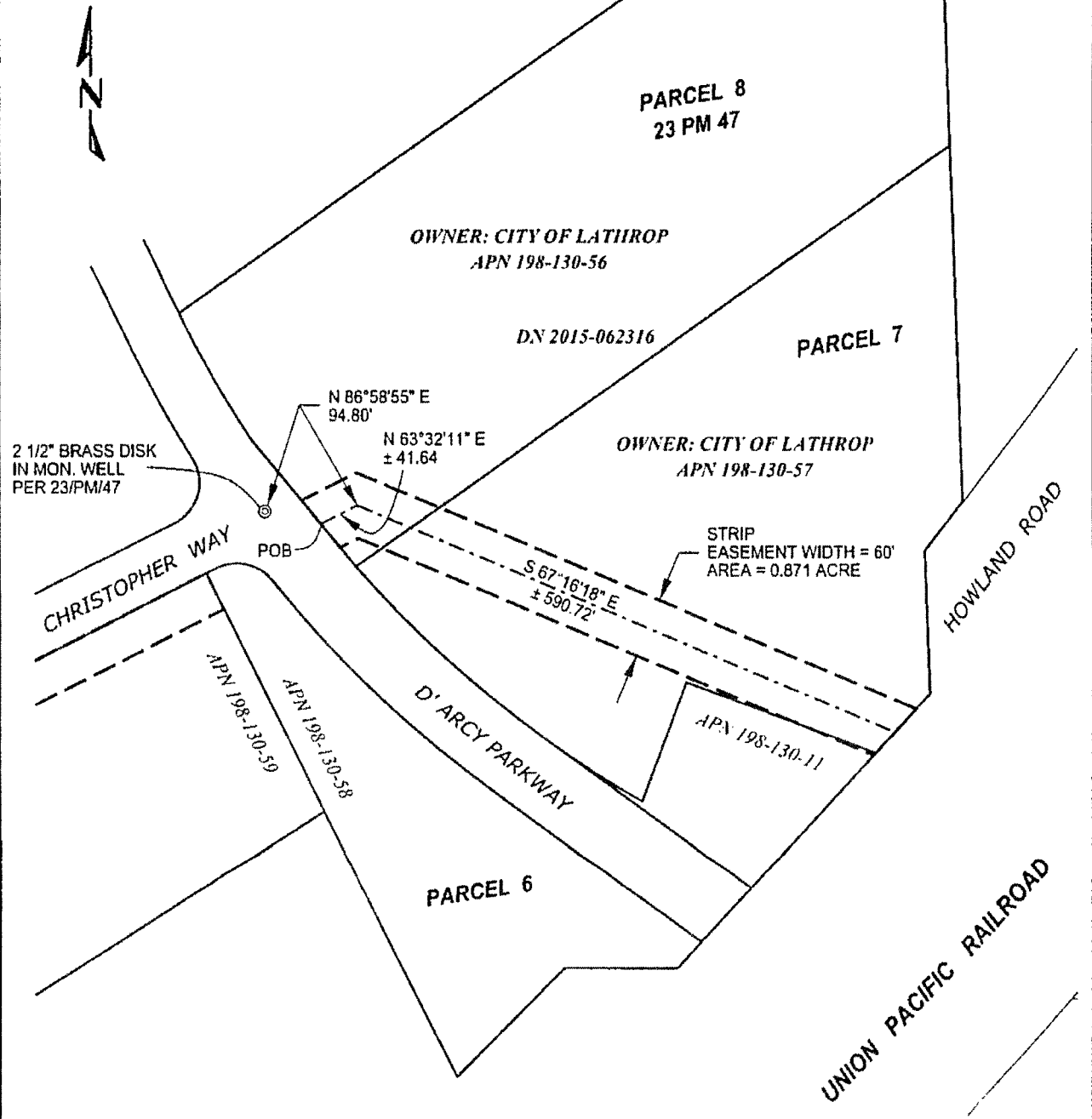
Containing 0.871 acres, more or less.



The basis of bearings used is based on the centerline of Christopher Way which according to said Parcel Map has a bearing of N 63°32'30" E, taken as N 63°33'26" E.

T. 1 S., R. 6 E., MDM
 SEC. 35, SW 1/4 of SE 1/4
 SEC. 35, SE 1/4 OF SW 1/4

BASIS OF BEARINGS:
 THE CENTERLINE OF CHRISTOPHER WAY AS SHOWN UPON
 23 PM 47, FILED JULY 28, 2004, S.J.C.R., WHICH ACCORDING
 TO SAID MAP HAS A BEARING OF N 63°32'30"E, TAKEN
 AS N 63°33'26"E.



UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG ALL BOUNDARIES OR LINES.


AUTHORIZATION
74014761

BY
DR EKF2
CH CXOQ
O.K. EKF2
DATE 9/15/2020

EXHIBIT "B"

VIERRA LOOPING
CITY OF LATHROP
LATHROP, CA

PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



JCN 06-15-072
 AREA N. VALLEY
 COUNTY SAN JOAQUIN
 SCALE NONE

SHEET NO. 1 OF 1

DRAWING NUMBER CHANGE
SL-15XX



LETTER AGREEMENT

June 30, 2021

Glenn Gebhardt
City of Lathrop

Re: Vierra Looping, Electric Transmission Project
APN: 198-130-35,36,59/18800 Christopher Way, Lathrop CA.

Dear Mr. Gebhardt:

At Pacific Gas and Electric Company (PG&E), we're committed to strengthening our electric transmission system to better serve our communities. As part of that commitment, we are moving forward with our Vierra Looping Electric Transmission Project. In order to facilitate the Project, PG&E proposes to acquire a new easement through your property. Here are the key terms:

- 1. Premises: 1.492 acres in San Joaquin County with APN's 198-130-35,36,59.
- 2. Type of Agreement: Permanent Easement.
- 3. Price: \$131,000.
- 4. Use: Overhead Electrical Transmission Line.
- 5. Conditions: See LD # 2201-06-10008.

Copies of the easement deed is enclosed for your consideration and signature. Signatures to the easements must be acknowledged by a notary. An IRS W-9 form is also included and must be completed and signed in order to process your payment. Please return the signed W-9 form and the notarized.

Please contact me with any questions or if you need assistance with notarization.

Sincerely,

Jeff Aldal, SR/WA, Senior Right of Way Agent
June 30, 2021

Please sign and date to indicate your agreement with the above referenced terms:

Signature: _____

Date: _____

Title: _____

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2201-06-10008

EASEMENT DEED

9 20 4 (74014761)
Vierra T-line Reinforcement

CITY OF LATHROP, a California municipal corporation,

("Grantor"), in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Grantee"), the receipt of which is hereby acknowledged, grants to Grantee the right to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use poles, towers, and/or other structures (or any combination thereof), with such wires and cables as Grantee deems necessary for the transmission and distribution of electric energy and for communication purposes, and all necessary foundations, footings, crossarms, guys, anchors, underground and overhead ground wires, and other appliances, fixtures, and appurtenances, together with a right of way, within the easement areas described below, lying within Grantor's lands situated in the City of Lathrop, County of San Joaquin, State of California, described as follows:

(APN 198-130-35, 36, 59)

See LANDS described in EXHIBIT "A" attached hereto

The easement areas are described as follows:

See STRIP described in EXHIBIT "A" attached hereto.

Grantee's Drawing Number SL-1593 is attached hereto as EXHIBIT "B" for reference purposes only.

Grantor further grants to Grantee:

(a) the right of ingress to and egress from the easement area over and across the lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall

occasion the least practicable damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of the lands which is isolated from the easement area by any public road or highway, now crossing or hereafter crossing the lands;

(b) the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within the easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of the easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations;

(c) the right from time to time to enlarge, improve, reconstruct, relocate and replace any facilities constructed hereunder with any other number or type of facilities either in the original location or at any alternate location or locations within the easement area;

(d) the right to use such portion of the lands contiguous to the easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of the facilities;

(e) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the easement area; and

(f) the right to mark the location of the easement area by suitable markers set in the ground; provided that the markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the easement area.

Grantee covenants and agrees:

(a) not to fence the easement area;

(b) to repair any damage to the lands caused by Grantee as result of exercising its right of ingress and egress granted herein; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use the easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not:

(a) place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well (except for Grantor's existing monitoring well shown on EXHIBIT "B"), or construct any reservoir or other obstruction within the easement area, or diminish or substantially add to the ground level within

the easement area, or construct any fences that will interfere with the maintenance and operation of the facilities;

(b) deposit, or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, within the easement area, which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder; and

(c) construct a conductive fence in the easement area within 8 feet of any pole, tower, and/or other structure installed by Grantee.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated _____, 20_____.

CITY OF LATHROP, a California municipal corporation

By _____

Print name and title

By _____

Print name and title

I hereby certify that a resolution was adopted
On the ___ day of _____, 20___, by the

authorizing the foregoing grant of easement.
By _____

Area 6
Sacramento Land Services Office
Line of Business: Electric Transmission (42)
Business Doc Type: Easement
MTRSQ: 22.01.06.35.23, 22.01.06.35.32, 22.02.06.02.44
PG&E Drawing Number(s): SL-1593
PLAT NO. Y1010 & Y1106
LD of any affected documents: NA
LD of any Cross-referenced documents: NA
TYPE OF INTEREST: Electric Tower Line Easement (2), Electric Pole Line Easement (3),
Electric Underground Easement (4), Communication Easement (6)
SBE Parcel Number: NA
Order # or PM #: 74014761
JCN: 06-15-072
County: San Joaquin
851 Approval Application No. _____ Decision _____
Prepared By: EKF2
Checked By: CXOQ
Revision Number: 3

RECORD THIS PAGE WITH DOCUMENT

LD 2201-06-10008
74014761 (06-15-072)
Vierra T-line Reinforcement

EXHIBIT "A"

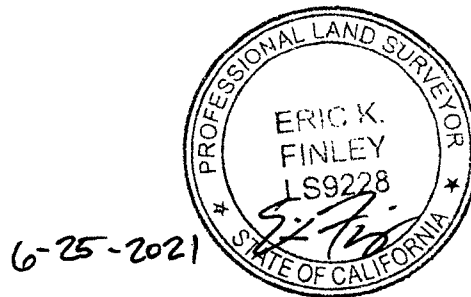
LANDS:

PARCEL 2 as shown upon the Parcel Map filed for record February 20, 1990 in Book 16 of Parcel Maps at page 184, San Joaquin County Records, and the parcel of land described in the deed from River Islands Public Financing Authority to the City of Lathrop dated November 18, 2016 and recorded as document number 2017-019108, and the parcel of land described in the quitclaim deed from Crossroads Crea Investors, LLC, to the City of Lathrop dated December 23, 2003 and recorded as document number 2003-293368, San Joaquin County Records.

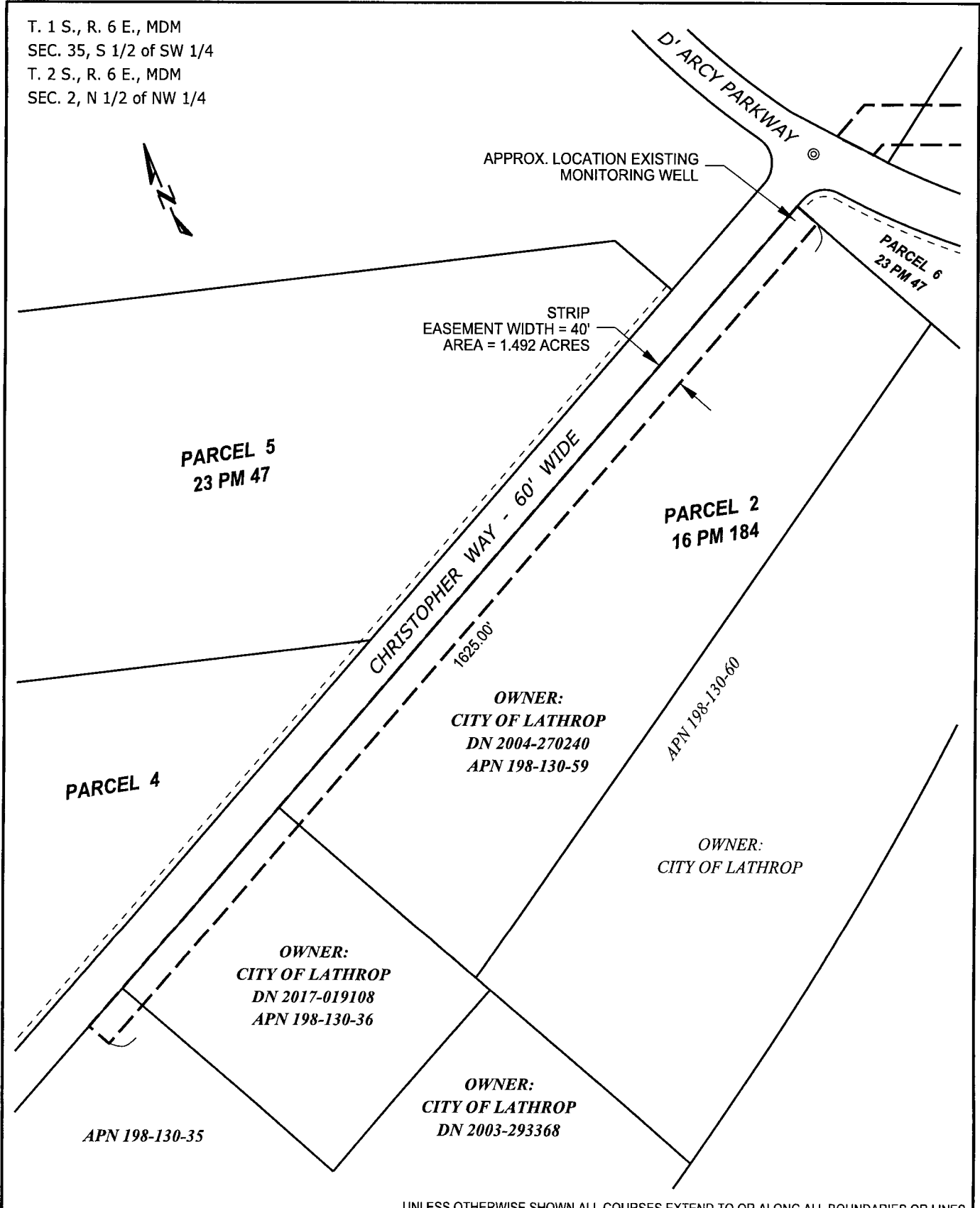
STRIP:

A strip of land of the uniform width of 40 feet lying contiguous to and southeasterly of the southeasterly boundary line of Christopher Way (60 feet wide) and extending from the northeasterly boundary line of said PARCEL 2, southwesterly 1,625.00 feet (measured along said southeasterly boundary line).

Containing 1.492 acres, more or less.



T. 1 S., R. 6 E., MDM
 SEC. 35, S 1/2 of SW 1/4
 T. 2 S., R. 6 E., MDM
 SEC. 2, N 1/2 of NW 1/4



OWNER:
 CITY OF LATHROP
 DN 2004-270240
 APN 198-130-59

OWNER:
 CITY OF LATHROP

OWNER:
 CITY OF LATHROP
 DN 2017-019108
 APN 198-130-36

OWNER:
 CITY OF LATHROP
 DN 2003-293368

PARCEL 4

PARCEL 5
 23 PM 47

PARCEL 2
 16 PM 184

PARCEL 6
 23 PM 47

CHRISTOPHER WAY - 60' WIDE
 1625.00'

STRIP
 EASEMENT WIDTH = 40'
 AREA = 1.492 ACRES

APPROX. LOCATION EXISTING
 MONITORING WELL


D'ARCY PARKWAY

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG ALL BOUNDARIES OR LINES.

AUTHORIZATION
 74014761

BY
 DR EKF2
 CH CXOQ
 O.K. EKF2
 DATE 9/15/2020

EXHIBIT "B"
 VIERRA LOOPING
 CITY OF LATHROP
 LATHROP, CA
 PACIFIC GAS AND ELECTRIC COMPANY
 San Francisco California



JCN	06-15-072
AREA	N. VALLEY
COUNTY	SAN JOAQUIN
SCALE	NONE
SHEET NO.	1 OF 1
DRAWING NUMBER	CHANGE
SL-1593	

ITEM 4.17

CITY MANAGER'S REPORT OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING

ITEM: ACCEPTANCE OF REMAINING PUBLIC IMPROVEMENTS FOR TRACT 4017, PHASE 1B1, IN THE CENTRAL LATHROP SPECIFIC PLAN AND RELEASE ASSOCIATED BONDS AND DEPOSIT SECURITY

RECOMMENDATION: Adopt Resolution Accepting Remaining Public Improvements for Tract 4017, Phase 1B1 in the Central Lathrop Specific Plan, and Release Associated Bonds and Deposit Security

SUMMARY:

Lathrop Land Acquisition, LLC (Saybrook), the developer for the Central Lathrop Specific Plan (CLSP), has completed construction of the remaining public improvements listed in the GASB 34 reports (Attachment C) for Tract 4017 depicted in Attachment B, Phase 1B1, in accordance with their Subdivision Improvement Agreement (SIA). These improvements have been inspected by the City Staff and have been deemed complete.

Saybrook has provided a one-year warranty bond based on 10% of the completed improvement construction cost and a lien release for the improvements being accepted. Staff recommends City Council accept the public improvements in accordance with City specifications.

BACKGROUND:

On October 5, 2006, the City approved a Vesting Tentative Map (VTM) for Tract 3533 to create 62 parcels on 960 acres of land. On March 20, 2007, the City approved a VTM for Tract 3647 to subdivide a portion of Tract 3533 into 1,071 parcels on 190 acres of land. On August 13, 2018, the City approved VTM 3967 to subdivide a portion of Tract 3533 into 113 parcels on 18 acres of land to replace the previously planned school location with residential lots. The land for Tract 4017 is within the geographic boundaries of the VTMs for Tracts 3647 and 3967.

On January 11, 2021, City Council approved Tract 4017, establishing 311 single-family lots. As required by the City's subdivision ordinance, the approved Tract 4017 included an SIA to guarantee certain public improvements associated with the final map. On May 10, 2021, City Council approved the partial acceptance of the public improvements for Tract 4017, Phase 1B1, which excluded the following improvements:

1. Sidewalk, Slurry Seal and Striping for Barbara Terry Boulevard as noted in Paragraph 6 of the SIA.

CITY MANAGER’S REPORT **PAGE 2**
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF REMAINING PUBLIC IMPROVEMENTS FOR TRACT 4017,
PHASE 1B1, IN THE CENTRAL LATHROP SPECIFIC PLAN, AND RELEASE
ASSOCIATED BONDS AND DEPOSIT SECURITY

2. Traffic signal for Golden Valley Parkway and Stanford Crossing as noted in Paragraph 7 of the SIA.
3. Stage 2 recycled water storage and disposal facilities as noted in Paragraph 9 of the SIA.

The sidewalk, slurry seal and striping for Barbara Terry Boulevard as well as the traffic signal for Golden Valley Parkway and Stanford Crossing have been completed. City staff has inspected the improvements and confirmed that they were completed in accordance with City specifications and approved plans. Saybrook has provided sufficient security for the Stage 2 recycled water storage and disposal facilities with the SIA for Tract 4017 and therefore no additional security is necessary.

Staff recommends the release of Performance Bond No. PB01987300002 in the sum of \$11,855,574.46 and Labor and Materials No. PB01987300002 in the sum of \$5,927,787.23 in addition to Saybrook’s cash deposit in the amount of \$440,000 as guarantee for the completed traffic signal.

Saybrook has provided the one-year warranty bonds based on 10% of the completed improvements construction cost listed in Table 1 below and lien releases from each contractor (Attachment D) for the improvements being accepted. Staff recommends City Council accept the public improvements in accordance with City specifications.

Table 1

Contractor	Scope of Work	Bond Number	Bond Value
Pacific Excavation Inc.	Traffic Signal	3716156M	\$44,836.60
Teichert Construction	Barbara Terry	070212854-M	\$23,861.45

REASON FOR RECOMMENDATION:

Staff has inspected the remaining improvements for Tract 4017 and confirmed that the improvements listed in Attachment C have been completed in accordance with City specifications. Saybrook has submitted a master lien release, confirming all contractors have been paid in full and a one-year maintenance bond for the improvements being accepted. Staff recommends Council accept the improvements identified in Attachment C to allow for the City to provide maintenance.

FISCAL IMPACT:

The City’s maintenance costs will increase because of the additional improvements that have to be maintained. The Service Maintenance CFD 2019-02 has been established to fund City maintenance and operating costs.

CITY MANAGER'S REPORT **PAGE 3**
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF REMAINING PUBLIC IMPROVEMENTS FOR TRACT 4017,
PHASE 1B1, IN THE CENTRAL LATHROP SPECIFIC PLAN, AND RELEASE
ASSOCIATED BONDS AND DEPOSIT SECURITY

The one-year warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements.

ATTACHMENTS:

- A. Resolution Accepting Remaining Public Improvements for Tract 4017, Phase 1B1, in the Central Lathrop Specific Plan, and Release Associated Bonds
- B. Vicinity Map – Tract 4017
- C. GASB 34 Report for Remaining Tract 4017 Improvements
- D. Lien Releases & Maintenance Warranty Bonds

CITY MANAGER'S REPORT **PAGE 4**
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF REMAINING PUBLIC IMPROVEMENTS FOR TRACT 4017,
PHASE 1B1, IN THE CENTRAL LATHROP SPECIFIC PLAN, AND RELEASE
ASSOCIATED BONDS AND DEPOSIT SECURITY

APPROVALS:



Brad Taylor
Land Development Manager

9/30/2021

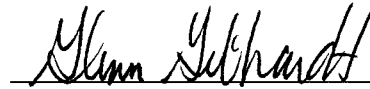
Date



Michael King
Director of Public Works

9-30-2021


Date



Glenn Gebhardt
City Engineer

9.30.21


Date



Cari James
Finance Director

10/5/2021


Date



Salvador Navarrete
City Attorney

10.3-2021

Date



Stephen J. Salvatore
City Manager

10.5.21

Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING REMAINING PUBLIC IMPROVEMENTS FOR TRACT 4017, PHASE 1B1, IN THE CENTRAL LATHROP SPECIFIC PLAN, AND RELEASE ASSOCIATED BONDS AND DEPOSIT SECURITY

WHEREAS, on October 5, 2006, the City approved a Vesting Tentative Map (VTM) for Tract 3533 to create 62 parcels on 960 acres of land. On March 20, 2007, the City approved a VTM for Tract 3647 to subdivide a portion of Tract 3533 into 1,071 parcels on 190 acres of land; and

WHEREAS, on August 13, 2018, the City approved VTM 3967 to subdivide a portion of Tract 3533 into 113 parcels on 18 acres of land to replace the previously planned school location with residential lots. The land for Tract 4017 is within the geographic boundaries of the VTMs for Tracts 3647 and 3967; and

WHEREAS, on January 11, 2021, the City Council approved one Final Map for Tract 4017, establishing 311 single-family lots. As required by the City's subdivision ordinance, the approved Tract 4017 included an SIA to guarantee certain public improvements associated with the final map; and

WHEREAS, on May 10, 2021, City Council approved the partial acceptance of the public improvements for Tract 4017, Phase 1B1, which excluded the following improvements:

1. Sidewalk, Slurry Seal and Striping for Barbara Terry Boulevard as noted in Paragraph 6 of the SIA.
2. Traffic signal for Golden Valley Parkway and Stanford Crossing as noted in Paragraph 7 of the SIA.
3. Stage 2 recycled water storage and disposal facilities as noted in Paragraph 9 of the SIA; and

WHEREAS, the sidewalk, slurry seal and striping for Barbara Terry Boulevard as well as the traffic signal for Golden Valley Parkway and Stanford Crossing have been completed. City staff has inspected the improvements and confirmed that they were completed in accordance with City specifications and approved plans; and

WHEREAS, Saybrook has provided sufficient security for the Stage 2 recycled water storage and disposal facilities with the SIA for Tract 4017 and therefore no additional security is necessary; and

WHEREAS, staff recommends the release of Performance Bond No. PB01987300002 in the sum of \$11,855,574.46 and Labor and Materials No. PB01987300002 in the sum of \$5,927,787.23 in addition to Saybrook's cash deposit in the amount of \$440,000 as guarantee for the completed traffic signal; and

WHEREAS, Saybrook has provided the one-year warranty bonds based on 10% of the completed improvements construction cost listed in Table 1 below and lien releases from each contractor (Attachment D of the City Manager’s Report) for the improvements being accepted:

Table 1

Contractor	Scope of Work	Bond Number	Bond Value
Pacific Excavation Inc.	Traffic Signal	3716156M	\$44,836.60
Teichert Construction	Barbara Terry	070212854-M	\$23,861.45

Staff recommends City Council accept the public improvements in accordance with City specifications; and

WHEREAS, the City’s maintenance costs will increase because of the additional improvements that have to be maintained. The Service Maintenance CFD 2019-02 has been established to fund City maintenance and operating costs.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby accept the completed public improvements listed in Attachment C of the City Manager’s Report dated October 11, 2021, from Lathrop Land Acquisition to allow for the City to provide maintenance and authorize the City Clerk to release the associated bonds and deposit security.

The foregoing resolution was passed and adopted this 11th day of October 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

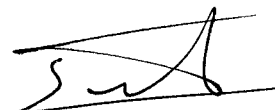
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas
City Clerk

APPROVED AS TO FORM:



Salvador Navarrete
City Attorney

CENTRAL LATHROP SPECIFIC PLAN - TRACT 4017 - VICINITY MAP



**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Date: 10/1/2021

Submitted by: MacKay & Soms

Central Lathrop Specific Plan - Traffic Signal - Golden Valley Parkway and Stanford Crossing - Lathrop, CA

*Based on Improvement and Grading Plans prepared by TJKM dated April 2021

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Cost</u>
Signal at Golden Valley Parkway and Stanford Crossing	LS	1	\$400,000	\$400,000
Striping	LS	1	\$5,000	\$5,000
Signing	LS	1	\$5,000	\$5,000
			Total:	\$410,000

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

NOTICE OF WAIVER AND RELEASE

Saybrook CLSP, LLC has received Unconditional Waiver and Release On Final Payment forms from contractor(s) it engaged for construction of the following improvement:

Stanford Crossing Neighborhoods Phase 1B Sidewalks & Slurry Seal/Striping

Copies of those documents are attached to this Notice.

Those documents waive and release lien, stop payment notice, and payment bond rights the claimants had for all labor and service provided, and equipment and material delivered, for the work of improvement listed above.

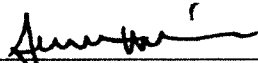
In addition, CLSP certifies:

- 1) To the best of its knowledge, any and all persons entitled to record mechanics lien, stop payment notices or payment bond claims for labor, service, equipment, or material provided to the work of improvement identified above have been paid in full; and
- 2) That it has not received any notice or claim from any persons entitled to record mechanics lien, stop payment notices or payment bond claims for labor, service, equipment, or material provided to the work of improvement identified above.

SAYBROOK CLSP, LLC

Date: 9/27/2021

By: Saybrook Fund Investors, LLC
Its: Managing Member

By: 

Jeffrey M. Wilson

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

RECEIVED
SEP 27 2021
STOCKTON OFFICE

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: Teichert Construction

Name of Customer: Saybrook CLSP, LLC

Job Location: STANFORD CROSSING NEIGHBORHOODS PHASE 1B SIDEWALKS & SLURRY SEAL/
STRIPING, Barbara Terry and Stanford Crossing, LATHOP

Owner: Saybrook CLSP, LLC

Unconditional Waiver and Release

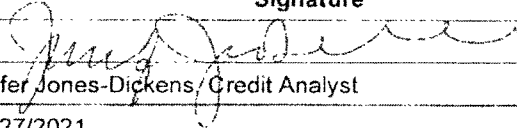
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$ 0.00

Signature

Claimant's Signature:



Claimant's Title: Jennifer Jones-Dickens / Credit Analyst

Date of Signature: 09/27/2021

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Joaquin)

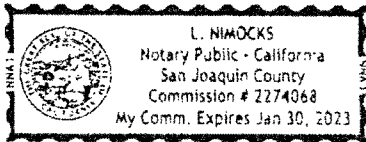
On 9/27/2021 before me, L. Nimocks, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jennifer Jones-Dickens
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

MAINTENANCE AND WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, City of Lathrop, hereinafter called the Obligee or City, and Saybrook CLSP, LLC, hereinafter called Saybrook, the developer for the Central Lathrop Specific Plan ("CLSP"), entered into a Development Agreement dated December 5, 2016, and subsequently a Subdivision Improvement Agreement dated January 11, 2021, requiring construction of certain offsite improvements at Neighborhood Phase 1B-1 - Tract 4017 including, but not limited to, sidewalk, slurry seal, signs, and striping ("Phase 1B-1 Offsite Improvements"); and

WHEREAS, A Teichert & Son, Inc., dba Teichert Construction hereinafter called the Principal or Contractor, constructed and completed the Phase 1B-1 Offsite Improvements under a contract with Saybrook dated October 15, 2020; and

WHEREAS, the City has inspected the Phase 1B-1 Offsite Improvements and deemed said improvements to be complete and built to the Obligee's specifications and the City Council of Lathrop accepted the Phase 1B-1 Offsite Improvements at its meeting on October 11, 2021; and

WHEREAS, Saybrook is required to guarantee replacement and/or repair of the Phase 1B-1 Offsite Improvements as a result of defective materials, equipment or defective workmanship for a period of one (1) year from the date of acceptance of the Phase 1B-1 Offsite Improvements by the City Council of Lathrop.

NOW, THEREFORE, Principal and Liberty Mutual Insurance Company, hereinafter called Surety, are held and firmly bound unto the Obligee, in the penal sum of Twenty-Three Thousand Eight Hundred Sixty-One and 45/100 Dollars (\$23,861.45) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that, if Principal shall, upon receipt of notice in writing from City, promptly investigate and make all repairs to the Phase 1B-1 Offsite Improvements arising out of defective materials, workmanship, or equipment that appear within one (1) year from the date City accepts the Phase 1B-1 Offsite Improvements, then this obligation shall be null and void; otherwise is shall remain in full force and effect.

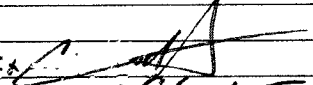
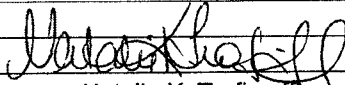
PROVIDED, HOWEVER, that the Obligee shall give Principal and Surety notice of observed defects with reasonable promptness.

City is hereby authorized to make such repairs, and the Principal and Surety shall be liable for the cost thereof, if ten (10) days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of emergency, where in the opinion of the City delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and its Surety shall be liable for the cost thereof.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Development Agreement, Subdivision Improvement

Agreement, or to the Phase 1B-1 Offsite Improvements to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Development Agreement, Subdivision Improvement Agreement, or to the Phase 1B-1 Offsite Improvements, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, this instrument has been duly executed by the Contractor and Surety above named, on the 23rd day of September, 2021.

CONTRACTOR, as Principal	SURETY
A Teichert & Son, Inc., dba Teichert Construction	Liberty Mutual Insurance Company
By: 	By: 
Print Name: <i>Clark J. Halbert</i>	Print Name: Natalie K. Trofimoff
Title: <i>Vice President</i>	Title: Attorney-In-Fact
Address: 265 Val Dervin Parkway Stockton, CA 95206 Sacramento, CA 95834 Attn.:	Address: 175 Berkeley Street Boston, MA 02116

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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

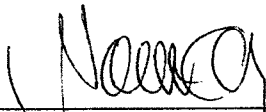
State of California)
) ss
County of Los Angeles)

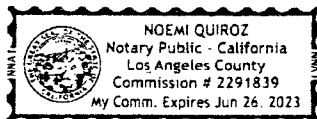
On 28 2021, before me, Noemi Quiroz, Notary Public, personally appeared Natalie K. Trofimoff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

Signature: 
Noemi Quiroz, Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204962-977459

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. K. Nakamura, E. S. Albrecht Jr., Jessica L. Rosser, Lisa L. Thornton, Maria Pena, Natalie K. Trofimoff, Noemi Quiroz, Patricia S. Arana, Tim M. Tomko

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23 day of March, 2021



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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

NOTICE OF WAIVER AND RELEASE

Saybrook CLSP, LLC has received Unconditional Waiver and Release On Final Payment forms from contractor(s) it engaged for construction of the following improvement:

Stanford Crossing Neighborhoods Traffic Signal Installation at GVP and Stanford Crossing

Copies of those documents are attached to this Notice.

Those documents waive and release lien, stop payment notice, and payment bond rights the claimants had for all labor and service provided, and equipment and material delivered, for the work of improvement listed above.

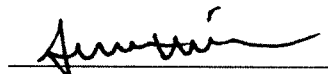
In addition, CLSP certifies:

- 1) To the best of its knowledge, any and all persons entitled to record mechanics lien, stop payment notices or payment bond claims for labor, service, equipment, or material provided to the work of improvement identified above have been paid in full; and
- 2) That it has not received any notice or claim from any persons entitled to record mechanics lien, stop payment notices or payment bond claims for labor, service, equipment, or material provided to the work of improvement identified above.

SAYBROOK CLSP, LLC

Date: 9/29/2021

By: Saybrook Fund Investors, LLC
Its: Managing Member

By: 
Jeffrey M. Wilson

Job # 21-2070

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

IDENTIFYING INFORMATION

Name of Claimant: **PACIFIC EXCAVATION INC**
Name of Customer: **SAYBROOK CLSP, LLC C/O SAYBROOK FUND INVESTORS, LLC**
Job Location: **TRAFFIC SIGNAL AT GOLDEN VALLEY PARKWAY & STANFORD XING**
Owner: **SAYBROOK CLSP, LLC C/O SAYBROOK FUND INVESTORS, LLC**

UNCONDITIONAL WAIVER AND RELEASE

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

EXCEPTIONS

This document does not affect any of the following:

Disputed claims for extras in the amount of: ZERO

SIGNATURE

Claimant's Signature: *Prescilla Gastelum*
Claimant's Title: CORPORATE SECRETARY
Date of Signature: 10/1/2021

MAINTENANCE AND WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, City of Lathrop, hereinafter called the Obligee or City, and Saybrook CLSP, LLC, hereinafter called Saybrook, the developer for the Central Lathrop Specific Plan ("CLSP"), entered into a Development Agreement dated December 5, 2016, and subsequently a Subdivision Improvement Agreement dated January 11, 2021, requiring construction of a traffic signal at Golden Valley Parkway and Stanford Crossing ("Traffic Signal Improvements"); and

WHEREAS, Tim Paxin's, Pacific Excavation, Inc. dba Pacific Excavation, hereinafter called the Principal or Contractor, constructed and completed the Traffic Signal Improvements under a contract with Saybrook dated March 8, 2021; and

WHEREAS, the City has inspected the Traffic Signal Improvements and deemed said improvements to be complete and built to the Obligee's specifications and the City Council of Lathrop accepted the Traffic Signal Improvements at its meeting on October 11, 2021; and

WHEREAS, Saybrook is required to guarantee replacement and/or repair of the Traffic Signal Improvements as a result of defective materials, equipment or defective workmanship for a period of one (1) year from the date of acceptance of the Traffic Signal Improvements by the City Council of Lathrop.

NOW, THEREFORE, Principal and Great American Insurance Company, hereinafter called Surety, are held and firmly bound unto the Obligee, in the penal sum of Forty-Four Thousand Eight Hundred Thirty-Six and 60/100 Dollars (\$44,836.60) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that, if Principal shall, upon receipt of notice in writing from City, promptly investigate and make all repairs to the Traffic Signal Improvements arising out of defective materials, workmanship, or equipment that appear within one (1) year from the date City accepts the Traffic Signal Improvements, then this obligation shall be null and void; otherwise is shall remain in full force and effect.

PROVIDED, HOWEVER, that the Obligee shall give Principal and Surety notice of observed defects with reasonable promptness.

City is hereby authorized to make such repairs, and the Principal and Surety shall be liable for the cost thereof, if ten (10) days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of emergency, where in the opinion of the City delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and its Surety shall be liable for the cost thereof.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Development Agreement, Subdivision Improvement Agreement, or to the Traffic Signal Improvements to be performed thereunder shall in any way

affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Development Agreement, Subdivision Improvement Agreement, or to the Traffic Signal Improvements, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, this instrument has been duly executed by the Contractor and Surety above named, on the 29 day of September, 2021.

CONTRACTOR, as Principal	SURETY
Tim Paxin's, Pacific Excavation, Inc. dba Pacific Excavation	Great American Insurance Company
By: <i>Prescilla Gastelum</i>	By: <i>James D. Einerson</i>
Print Name: <i>Prescilla Gastelum</i>	Print Name: James D. Einerson
Title: <i>Corporate Secretary</i>	Title: Attorney-in-Fact
Address: 9796 Kent Street Elk Grove, California 95624 Attn.: Prescilla Gastelum	Address: 301 E. 4th Street, Cincinnati, Ohio 45202

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On Sept. 29, 2021 before me, Gail C. Einerson, Notary Public
(insert name and title of the officer)

personally appeared James D. Einerson, Attorney-in-Fact ,
who proved to me on the basis of satisfactory evidence to be the person(●) whose name(●) is/●
subscribed to the within instrument and acknowledged to me that he/●/they executed the same in
his/●/their authorized capacity(●), and that by his/●/their signature(●) on the instrument the
person(●), or the entity upon behalf of which the person(●) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Gail C. Einerson (Seal)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-389-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

No. 0 14660

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES D. EINERSON	ALL OF	ALL
GAIL C. EINERSON	GOLD RIVER, CALIFORNIA	\$100,000,000
MICHELLE FURNO		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2ND day of DECEMBER 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 2ND day of DECEMBER, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERHAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 29 day of September, 2021



Atty L C. B.

Assistant Secretary

ITEM 4.18

CITY MANAGER'S REPORT OCTOBER 11, 2021, CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 47 LOTS IN TRACT 4053 VILLAGE "JJ2" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS**

RECOMMENDATION: **Adopt Resolution Approving Final Map for Tract 4053 Village "JJ2" within the Lakeside West District, Totaling 47 Single Family Lots and Subdivision Improvement Agreement with River Islands Stage 2B, LLC**

SUMMARY:

The proposed Final Map for Tract 4053 will be the second and final tract map within the Village "JJ" area. Pulte Homes is proposing eighty (47) 47' x 101' single-family lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map Tract 4053, Village "JJ2" and Subdivision Improvement Agreement with River Islands Stage 2B, LLC ("River Islands"), included as Attachment "C".

BACKGROUND:

The City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015. On December 2, 2020, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside West District, known as Stage 2B, within Phase 1 of the project. While the NDP contains conceptual guidance on parks within the Lakeside West District, a Master Parks Plan includes revisions to the parks and open spaces within the Stage 2B area and is pending Planning Commission action. The land for the proposed Final Map for Tract 4053 is within the geographic boundaries of VTM 3694 and Stage 2B.

As required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements. The total cost of the improvements for Village "JJ" is \$2,072,000, however, a large portion of the improvements have already been constructed and therefore do not need to be guaranteed. Performance and labor & material securities were provided with the SIA for Tract 4052 that guarantee the unfinished improvements for Village "JJ", including both Tracts 4052 and 4053, in the amount of:

**OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT
 FOR 47 LOTS IN TRACT 4053 VILLAGE “JJ2” WITHIN LAKESIDE WEST
 DISTRICT OF RIVER ISLANDS**

Total Cost of On-site Improvements: \$1,727,000 x 120%	\$2,072,000
Unfinished On-site Improvement Total:	\$438,000
Performance Bond (120% of Unfinished On-site Improvements):	\$525,600
Labor & Materials Bond (50% of Performance Bond)	\$262,800
Future Maintenance Bond (10% of Total On-site Improvements)	\$207,200

At the time of approval for Tract 4052, Village JJ was not adjacent to other approved maps, and therefore off-site improvements including roads and utilities that connect this Village to other approved map areas were guaranteed with the SIA for Tract 4052. The full cost of these off-site improvements and the associated bond is in the amount of:

Total Cost of Off-site Improvements:	\$298,000
Unfinished Off-site Improvement Total: All Complete	\$0
Performance Bond (120% of Unfinished Off-site Improvements):	\$0
Labor & Materials Bond (50% of Performance Bond)	\$0
Future Maintenance Bond (10% of Total Off-site Improvements)	\$29,800

The SIA for Tract 4053 refers to the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements (“Off-site Agreement”) that was approved by the City on September 30, 2013. Although the Off-site Agreement applies to Tract 4053, the Final Map will not trigger any additional offsite improvements or security.

Acceptance of the public improvements will be processed by staff at a later date and when the unfinished improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond.

Village “JJ” was annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4052 Final Map in January, 2021. The CFDs are for the City, Reclamation District 2062, RIPFA 2020-1, and River Islands Public Financing Authority (RIPFA).

River Islands must satisfy the Escrow Instructions, included as Attachment “D”, to guarantee the payment of all fees and execution of the documents related to the SIA.

REASON FOR RECOMMENDATION:

River Islands has fulfilled all of the requirements of the City’s subdivision ordinance as listed below:

CITY MANAGER'S REPORT **PAGE 3**
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT
FOR 47 LOTS IN TRACT 4053 VILLAGE "JJ2" WITHIN LAKESIDE WEST
DISTRICT OF RIVER ISLANDS

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4052	Bond accepted on 1/11/2021
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4052	Bond accepted on 1/11/2021
5. Street Improvement, Landscape, Light & Joint Trench	Completed
6. Geotechnical Report	Completed
7. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
8. Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9. Allocation of Water and Sewer capacity	Completed
10. Recommendation for approval from Stewart Tract Design Review Committee	Completed
11. Submitted Certificate of Insurance, Tax Letter	Completed
12. Submitted Preliminary Guarantee of Title	Completed
13. Escrow Instructions	Completed
14. Tract 4053 Village "JJ2" – City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) Annexation No. 9	Annexed with Tract 4052 on 1/11/2021
Fees	Status
1. Final Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid
3. Sierra Club Settlement fee	To be paid in escrow

FISCAL IMPACT:

There is no budget impact to the City as all costs are covered by development fees and any shortfalls in the City's maintenance and operating costs are covered by the CFDs.

OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING

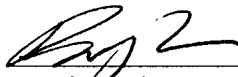
APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 47 LOTS IN TRACT 4053 VILLAGE "JJ2" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4053 Village "JJ2" within the Lakeside West District, Totaling 47 Single Family Lots, and Subdivision Improvement Agreement with River Islands Stage 2B, LLC
- B. Vicinity Map - Village "JJ"
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2B, LLC, a Delaware limited liability company, for Tract 4053, Village "JJ2"
- D. Escrow Instructions for Final Map Tract 4053 Village "JJ2"
- E. Final Map – Tract 4053 Village "JJ2"


CITY MANAGER'S REPORT
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT
FOR 47 LOTS IN TRACT 4053 VILLAGE "JJ2" WITHIN LAKESIDE WEST
DISTRICT OF RIVER ISLANDS

APPROVALS



Brad Taylor
Land Development Manager

9/28/2021
Date




Glenn Gebhardt
City Engineer

9/28/21
Date



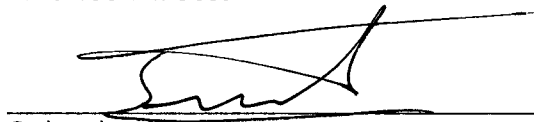
Michael King
Public Works Director

9/28/2021
Date

 FOR CJ


Cari James
Finance Director

9/29/2021
Date



Salvador Navarrete
City Attorney

9.28.2021
Date



Stephen J. Salvatore
City Manager

10.5.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4053 VILLAGE "JJ2" WITHIN THE LAKESIDE WEST DISTRICT, TOTALING 47 SINGLE FAMILY LOTS AND SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS STAGE 2B, LLC

WHEREAS, the City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015; and

WHEREAS, on December 2, 2020, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside West District, known as Stage 2B, within Phase 1 of the project; and

WHEREAS, the land for the proposed Final Map for Tract 4053 is within the geographic boundaries of VTM 3694 and Stage 2B; and

WHEREAS, required by the City’s subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements; and

WHEREAS, the guarantees for Tract 4053, in the amounts shown in Table 1 below, were provided with the approved SIA for Tract 4052 executed with River Islands Development, LLC and therefore additional guarantee is not required to be provided with the SIA for Tract 4053. Tracts 4052 and 4053 are collectively known as Village "JJ"; and

Table 1 – Bond Values

Total Cost of On-site Improvements: \$1,727,000 x 120%	\$2,072,000
Unfinished On-site Improvement Total:	\$438,000
Performance Bond (120% of Unfinished On-site Improvements):	\$525,600
Labor & Materials Bond (50% of Performance Bond)	\$262,800
Future Maintenance Bond (10% of Total On-site Improvements)	\$207,200

WHEREAS, at the time of approval for Tract 4052, Village JJ was not adjacent to other approved maps, and therefore off-site improvements including roads and utilities that connect this Village to other approved map areas were guaranteed with the SIA for Tract 4052. The full cost of these off-site improvements and the associated bond is shown in Table 2 below; and

Table 2 – Off-site Bond Values

Total Cost of Off-site Improvements:	\$298,000
Unfinished Off-site Improvement Total: All Complete	\$0
Performance Bond (120% of Unfinished Off-site Improvements):	\$0
Labor & Materials Bond (50% of Performance Bond)	\$0
Future Maintenance Bond (10% of Total Off-site Improvements)	\$29,800

WHEREAS, acceptance of the public improvements will be processed by staff at a later date and when the unfinished improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond; and

WHEREAS, Village "JJ" was annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4052 Final Map in January 2021; and

WHEREAS, River Islands Stage 2B must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, to guarantee the payment of all fees and execution of the documents related to the SIA.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop that approves and accepts the following actions:

1. The Final Map for Tract 4053 and is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.
2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Stage 2B, LLC, in substantially the form as attached to the October 11, 2021 staff report, the file executed copy will be filed with the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 11th day of October 2021 by the following vote:

AYES:

NOES:

ABSTAIN:


ABSENT:

Sonny Dhaliwal, Mayor

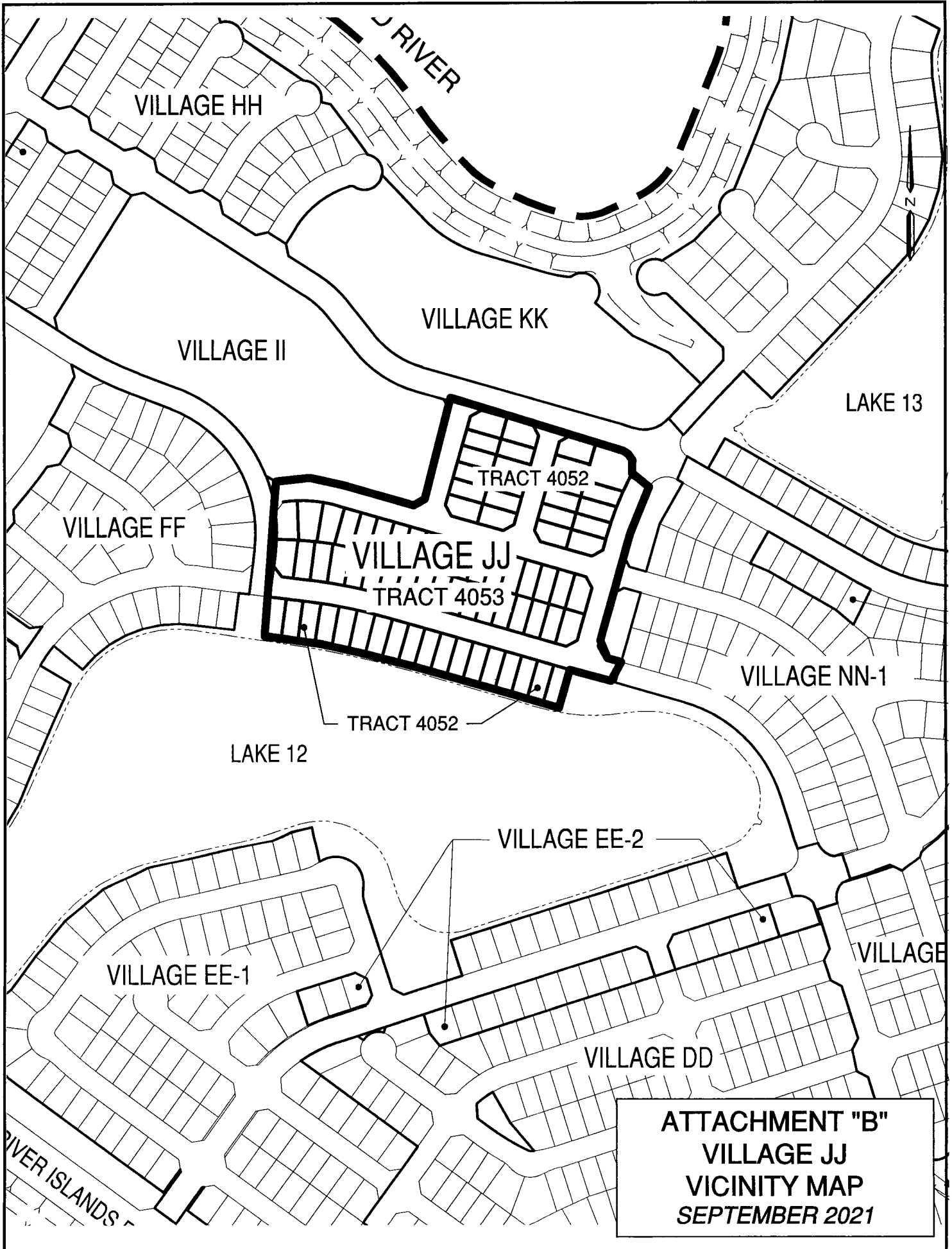
ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



ATTACHMENT "B"
VILLAGE JJ
VICINITY MAP
SEPTEMBER 2021

SUBDIVISION IMPROVEMENT AGREEMENT

BY AND BETWEEN THE CITY OF LATHROP AND

RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY

FOR TRACT 4053 VILLAGE "JJ2" 47 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **11th day of October 2021**, by and between the **CITY OF LATHROP**, a municipal corporation of the State of California (hereinafter "CITY") and **River Islands Stage 2B, LLC**, a Delaware limited liability company, (hereinafter "SUBDIVIDER").

B. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4053. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4053 (Village "JJ2") located within the Lakeside West District of River Islands Phase 1, which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided with the SIA for Tract 4052 that guarantee the unfinished improvements for Village "JJ", which includes Tract 4053, in the amount shown in Section 8, and therefore no additional security is needed for Tract 4053.

C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4053 and as noted in Recital B, security shall be required for the unfinished portion of these improvements, along with other required infrastructure associated with Tract 4053 and Village "JJ2" overall. Improvement plans, and street light plans prepared by Power Systems Design, Inc. have already been approved by the City. The street, sidewalk, underground utility, storm drainage, streetlight and joint trench improvements (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 4053 are required security as outlined in this Agreement is required.

NOW THEREFORE in consideration of CITY'S pending approval and acceptance of the Improvements upon their satisfactory completion, and in consideration of SUBDIVIDER'S construction of Improvements in strict accordance with the terms of this Agreement, all applicable laws, statutes, ordinances, rules and regulations currently in force and effect in CITY, the terms and conditions of which are incorporated herein by this reference, the parties hereto mutually covenant and agree as follows:

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4053 Village "JJ2"

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Lakeside West neighborhood, to the limits identified in Exhibit "A", including the public landscaping, streetlight and joint trench improvements. A Vicinity Map is included as Exhibit "B".

All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above referenced improvement plans and specifications, the improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the last home constructed in Tract 4053 that is conveyed to a private interest not associated with the transfer of title of Tract 4053 associated with the filing of Tract 4053 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4053, or October 11, 2022, whichever comes first. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.

3. CITY, or its agent(s), shall, at any time during the progress of the Improvements, have free access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.

4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of the SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.

5. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.

6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond in the amount of \$207,200, equal to 10% of the estimated cost of the Improvements for the Village "JJ" entire area (\$2,072,000) as included in the Engineer's estimate attached to this Agreement as Exhibit "D", to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one year guarantee period, provided there are no claims against it are then outstanding.

7. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair.

Replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY.

Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

The CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney’s fees pursuant to Government Code Section 66499.4, incurred by the CITY, in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney’s fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith.

8. Because the Improvements are not entirely complete, the SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 4053 as included and described in Exhibit “D” of this Agreement. Performance and Labor & Material securities have been provided with the SIA for Tract 4052 that guarantee the unfinished improvements for Village “JJ”, which includes Tract 4053, in the amount shown in Table 1 below and therefore no additional security is needed for Tract 4053. SUBDIVIDER shall also comply with CITY’S insurance requirements set forth on Exhibit “C” attached hereto and incorporated herein.

Table 1 – Bond Values

Total Cost of On-site Improvements: \$1,727,000 x 120%	\$2,072,000
Unfinished On-site Improvement Total:	\$438,000
Performance Bond (120% of Unfinished On-site Improvements):	\$525,600
Labor & Materials Bond (50% of Performance Bond)	\$262,800
Future Maintenance Bond (10% of Total On-site Improvements	\$207,200

Total Cost of Off-site Improvements:	\$298,000
Unfinished Off-site Improvement Total:	\$0
Performance Bond (120% of Unfinished Off-site Improvements):	\$0
Labor & Materials Bond (50% of Performance Bond)	\$0
Future Maintenance Bond (10% of Total Off-site Improvements	\$29,800

9. Any alteration(s) made to the plans and specifications, which are a part of this Agreement, or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above referenced sureties

hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.

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

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

12. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, "Indemnitees"), harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER'S contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER'S performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, contractors, representatives, servants or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not, and shall not; waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

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

14. Prior to acceptance of the Improvements by the City Council, the SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements, and maintaining safety at the project site. The SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. The CITY and SUBDIVIDER have formed Community Facilities Districts to finance maintenance and improvements. The CITY expects to preserve the

ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by the CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.

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

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

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

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

19. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 4053.

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

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

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

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

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

e. Incorporation of Documents. All documents referred to herein and all documents which

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4053 Village "JJ2"

may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

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

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

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

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

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

ATTACHMENTS:

EXHIBIT A FINAL MAP - TRACT 4053

EXHIBIT B VILLAGE "JJ" AREA

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: UNFINISHED IMPROVEMENT COST ESTIMATE AND VILLAGE "JJ"
IMPROVEMENTS COST ESTIMATE

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4053 Village "JJ2"

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 11th day of October 2021, at Lathrop, California.

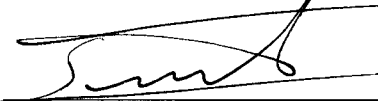
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

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

BY: _____
Teresa Vargas Date
City Clerk

BY: _____
Stephen J. Salvatore Date
City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

BY:  _____ 9.29.2021
Salvador Navarrete Date
City Attorney

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4053 Village "JJ2"

SUBDIVIDER

River Islands Stage 2B, LLC,
a Delaware limited liability company

BY: _____
Susan Dell'Osso
President

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4053 Village "JJ2"

EXHIBIT "A"

FINAL MAP - TRACT 4053

TRACT 4053
RIVER ISLANDS - STAGE 2B
VILLAGE JJ2

A PORTION OF TRACT 4053, RECORDED, BEING A COMMISSION OF RECALLED AND 3.97 ACRES (143 MAP 197), AND AS SUBMITTED BY JAMES W. BELLS, JR., AS INSTRUMENT NO. 202-1507 AS COMMISSIONED BY THE CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA, AUGUST 2007.



CITY CLERK'S STATEMENT

I, THE CLERK OF THE CITY OF LATHROP, STATE THAT THE PERSONS WHOSE NAMES ARE LISTED IN THE CITY ENGINEER'S STATEMENT HAVE BEEN REVIEWED AND APPROVED BY ME AS BEING QUALIFIED TO SERVE AS TRUSTEES OF THE CITY OF LATHROP. THE CITY ENGINEER'S STATEMENT WAS REVIEWED BY ME AND I HAVE DETERMINED THAT THE PERSONS WHOSE NAMES ARE LISTED IN THE CITY ENGINEER'S STATEMENT ARE QUALIFIED TO SERVE AS TRUSTEES OF THE CITY OF LATHROP. THE CITY ENGINEER'S STATEMENT WAS REVIEWED BY ME AND I HAVE DETERMINED THAT THE PERSONS WHOSE NAMES ARE LISTED IN THE CITY ENGINEER'S STATEMENT ARE QUALIFIED TO SERVE AS TRUSTEES OF THE CITY OF LATHROP.

DATE THIS _____ DAY OF _____ 2007.

BY: _____
 NAME: _____
 TITLE: _____

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

I, A NATURAL PERSON, DO HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE CONTENTS OF THE INSTRUMENT AND THAT I HAVE VOLUNTARILY AND WITHOUT COERCION, FRAUD, OR UNLAWFUL INFLUENCE, ENTERED INTO THIS INSTRUMENT. I HAVE BEEN ADVISED BY THE CITY ENGINEER THAT THE INSTRUMENT IS IN FULL COMPLIANCE WITH THE REQUIREMENTS OF THE CITY OF LATHROP AND THE STATE OF CALIFORNIA. I HAVE BEEN ADVISED BY THE CITY ENGINEER THAT THE INSTRUMENT IS IN FULL COMPLIANCE WITH THE REQUIREMENTS OF THE CITY OF LATHROP AND THE STATE OF CALIFORNIA.

DATE THIS _____ DAY OF _____ 2007.

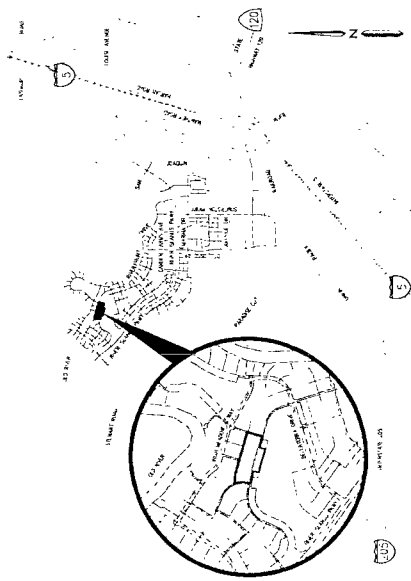
BY: _____
 NAME: _____
 TITLE: _____

OWNER'S STATEMENT

I, THE UNDERSIGNED, DO HEREBY STATE THAT I AM THE OWNER OF THE LAND AND I HAVE AND I HAVE THE EXCLUSIVE RIGHT TO CONVEY THE SAME TO THE CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA, AS SET FORTH IN THE INSTRUMENT REFERENCED ABOVE. I HAVE BEEN ADVISED BY THE CITY ENGINEER THAT THE INSTRUMENT IS IN FULL COMPLIANCE WITH THE REQUIREMENTS OF THE CITY OF LATHROP AND THE STATE OF CALIFORNIA.

DATE THIS _____ DAY OF _____ 2007.

BY: _____
 NAME: _____
 TITLE: _____



VICINITY MAP
 1/4" = 100' SCALE

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO THE TENTATIVE MAP NO. 3894 APPROVED BY THE PLANNING COMMISSION ON _____ DAY OF _____ 2007.

BY: _____
 NAME: _____
 TITLE: _____

CITY ENGINEERS STATEMENT

I, CLARENCE HERBERT, BEING STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4053, RIVER ISLANDS-STAGE 2B, VILLAGE JJ2, CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBMISSION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP NO. 3894, AND ANY APPROVED ALTERATIONS THEREOF. I CERTIFY THAT THIS FINAL MAP COMPLETES ALL PROVISIONS OF CHAPTER 2 OF THE STATE OF CALIFORNIA, SUBDIVISION MAPS ACT, AND ALL APPLICABLE RULES OF THE CITY OF LATHROP, AND ANY AMENDMENTS HERETO, APPLICABLE AT THE TIME OF APPROVAL OF THIS TENTATIVE MAP.

DATE THIS _____ DAY OF _____ 2007.

BY: _____
 NAME: _____
 TITLE: _____



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ 2007, AT _____ M _____ AT THE OFFICE OF OLD REPUBLIC TITLE COMPANY, _____ STREET, _____ CITY, CALIFORNIA.

BY: _____
 NAME: _____
 TITLE: _____

EXEMPT FROM THE PER GOVERNMENT CODE SECTION 26000.1, BECAUSE IT IS A TRANSFER OF AN INTEREST IN REAL PROPERTY.

TRACT 4053 RIVER ISLANDS - STAGE 2B VILLAGE JJ2

A PORTION OF PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



CITY SURVEYORS STATEMENT

I, JAMES A. RAMIREZ, PROFESSIONAL ENGINEER, NO. 107, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE SURVEY AND MAPS SHOWN ON THIS STATEMENT WERE MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACTS OF THE STATE OF CALIFORNIA, AND THAT I AM A RESIDENT OF THE COUNTY OF SAN JOAQUIN, CALIFORNIA.

DATED THIS _____ DAY OF _____, 2021.

JAMES A. RAMIREZ, P.E. No. 107
ACTIVE CIVIL ENGINEER

SURVEYORS STATEMENT

THE MAP WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACTS OF THE STATE OF CALIFORNIA, AND THAT I AM A RESIDENT OF THE COUNTY OF SAN JOAQUIN, CALIFORNIA.

DATED THIS _____ DAY OF _____, 2021.



JAMES A. RAMIREZ, P.E. No. 107
ACTIVE CIVIL ENGINEER

RECITALS

- THE CITY OF SAN JOAQUIN, CALIFORNIA, HAS ADOPTED THE SURVEYING ACTS OF THE STATE OF CALIFORNIA, AND THE CITY ENGINEER HAS BEEN APPOINTED TO ENFORCE THE SAME.
- THE CITY ENGINEER HAS REVIEWED THE SURVEY AND MAPS SHOWN ON THIS STATEMENT AND HAS DETERMINED THAT THEY COMPLY WITH THE REQUIREMENTS OF THE SURVEYING ACTS OF THE STATE OF CALIFORNIA.
- THE CITY ENGINEER HAS REVIEWED THE SURVEY AND MAPS SHOWN ON THIS STATEMENT AND HAS DETERMINED THAT THEY COMPLY WITH THE REQUIREMENTS OF THE SURVEYING ACTS OF THE STATE OF CALIFORNIA.

TRACT 4053 AREA SUMMARY	
DATE OF SURVEY	NOV 15, 2021
DATE OF MAP	NOV 15, 2021

THIS STATEMENT IS BASED ON THE SURVEY AND MAPS SHOWN ON THIS STATEMENT, AND THE CITY ENGINEER HAS REVIEWED THE SAME AND HAS DETERMINED THAT THEY COMPLY WITH THE REQUIREMENTS OF THE SURVEYING ACTS OF THE STATE OF CALIFORNIA.

REFERENCES

- TRACT 4053, RIVER ISLANDS-STAGE 2B, VILLAGE JJ2, FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, PAGE 162, S.J.C.R. (43 MAP 162)
- TRACT 4053, RIVER ISLANDS-STAGE 2B, VILLAGE JJ2, FILED JANUARY 29, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 57, S.J.C.R. (43 MAP 57)
- TRACT 4053, RIVER ISLANDS-STAGE 2B, VILLAGE EE, FILED FEBRUARY 17, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 160, S.J.C.R. (43 MAP 160)
- TRACT 4053, RIVER ISLANDS-STAGE 2B, VILLAGE FF, FILED MARCH 19, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 161, S.J.C.R. (43 MAP 161)
- TRACT 4071, RIVER ISLANDS-STAGE 2B, VILLAGE MM, FILED MAY 4, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 166, S.J.C.R. (43 MAP 166)

SIGNATURE OMISSIONS

PASSAGE TO SECTION 866.56 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

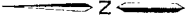
- RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES, LING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 200-01046-77, S.J.C.R.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

LINE	DIRECTION	LENGTH
1	N29°27'39"W	25.36'
2	N63°57'31"E	45.30'
3	N37°19'43"W	35.16'
4	N73°03'17"E	40.11'
5	N37°18'26"E	35.25'
6	N75°28'54"E	9.03'
7	N77°09'28"W	55.03'
8	N75°01'34"W	29.98'

TRACT 4053 RIVER ISLANDS - STAGE 2B VILLAGE JJ2

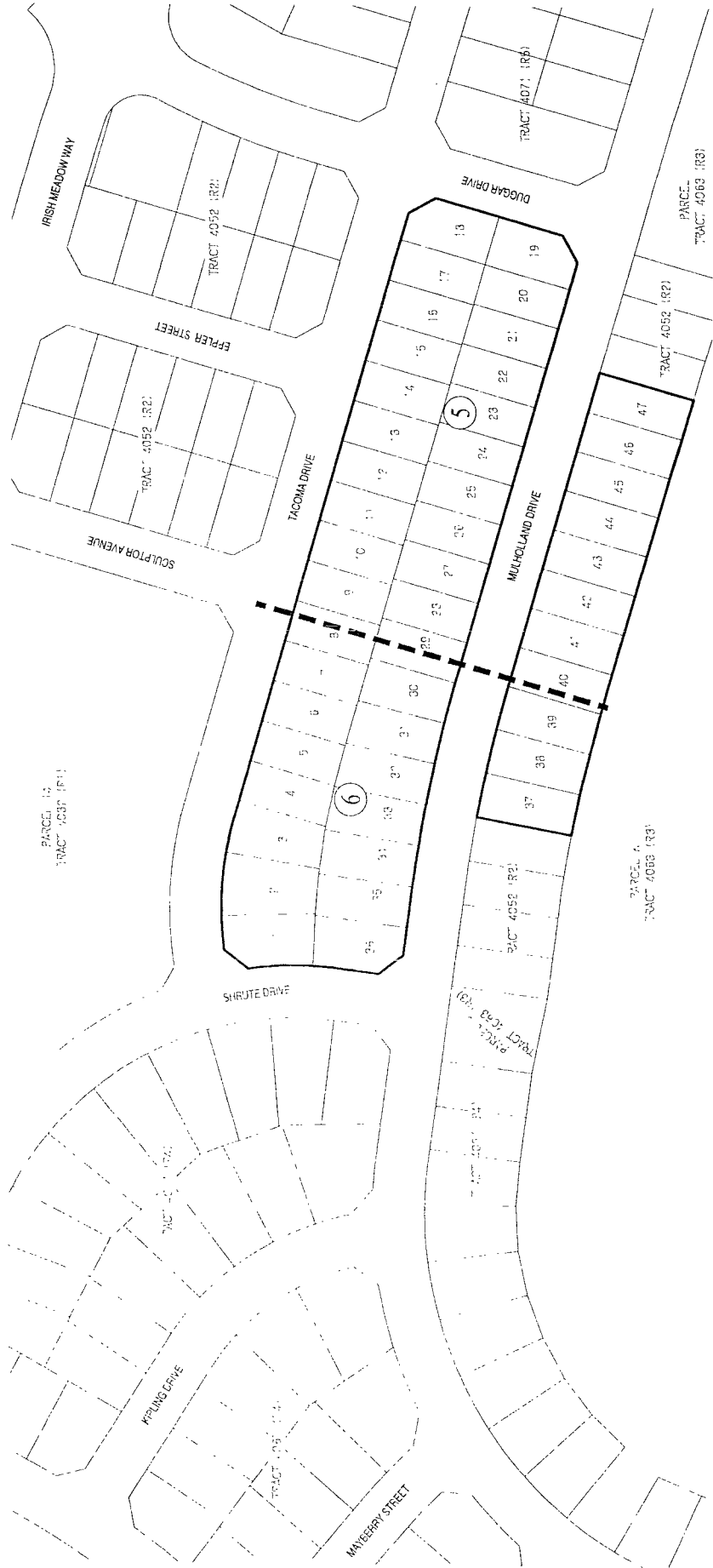
A PORTION OF RANCHO E. PESQUERA, BEING
A SUBDIVISION OF PART OF THE PUBLIC LANDS AS
CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JUNE 9, 1977, AS
INSTRUMENT NO. 2001-088894,
CITY OF LAHOLLA, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST, 2021.



0 40' 80' 160'
SCALE 1" = 80'

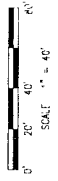
LEGEND

- EXISTING
- NEW
- EXISTING EASEMENT
- NEW EASEMENT
- EXISTING ALLEY
- NEW ALLEY
- EXISTING DRIVE
- NEW DRIVE



TRACT 4053 RIVER ISLANDS - STAGE 2B VILLAGE JJ2

A PORTION OF RANCHO EL PESADERO, BEING A SUBDIVISION OF PARCELS 7 AND 2 OF TRACT 4052 (43 MAP 157), AND AS CORRECTED BY CERTIFICATE OF CORRECTION REGISTERED JUNE 9, 2021, AS SHOWN ON MAP 157, SAN JOAQUIN COUNTY, CALIFORNIA, CITY OF JARDOP, SAN JOAQUIN COUNTY, CALIFORNIA, AUGUST, 2021

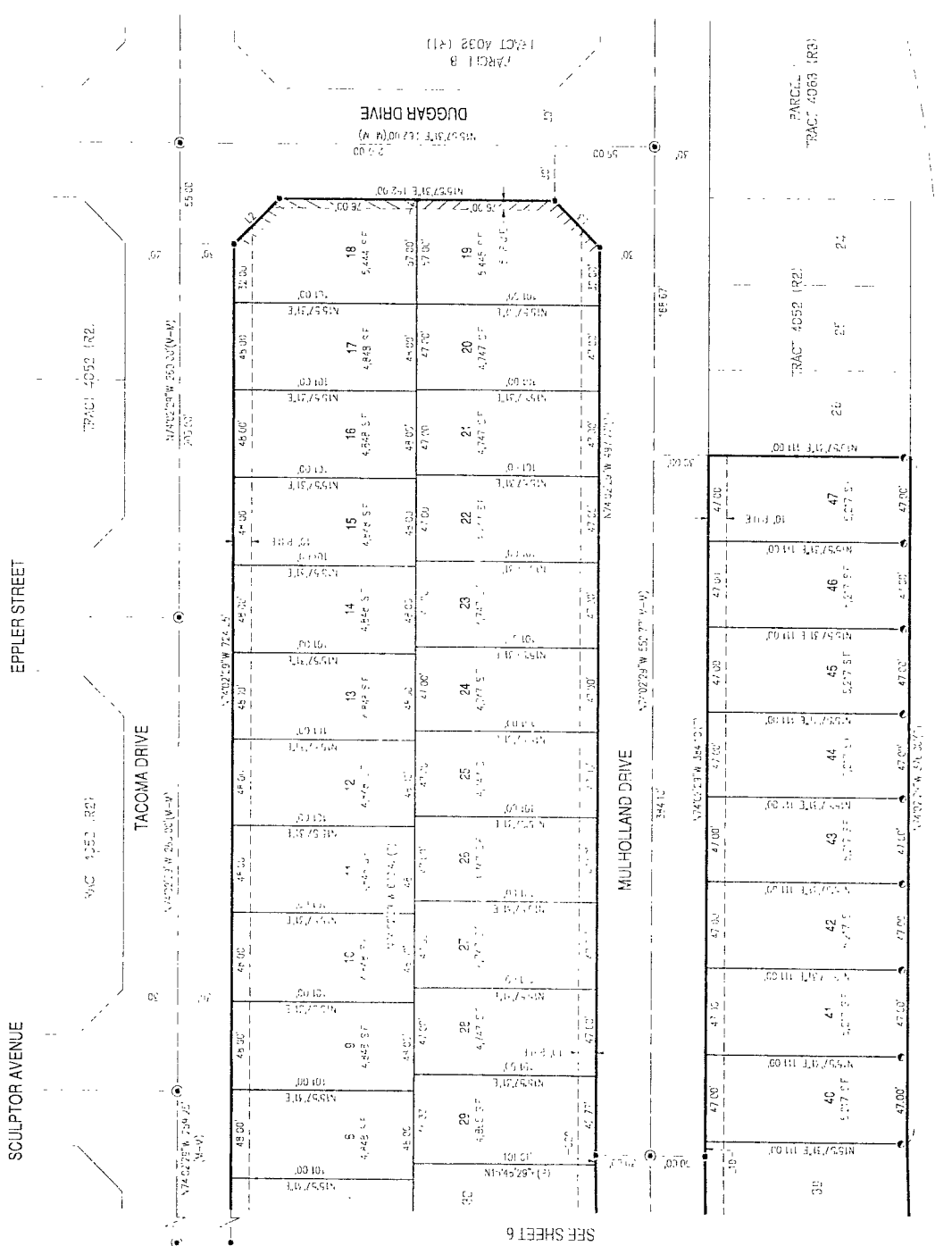


NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 6 FOR MONUMENTATION NOTES

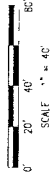
LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 AND 6 ONLY

LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA	LENGTH
1	S77°49'26"E	35.28'	C1	370.00'	60°55'4"	59.48'
2	S23°22'28"E	35.36'	C2	370.00'	11°54'49"	73.7'
3	N05°27'54"E	35.36'	C3	370.00'	6°09'14"	40.87'
4	N37°39'41"W	35.36'	C4	1530.00'	14°11'14"	48.00'
5	N85°42'28"W	1.85'	C5	1630.00'	14°11'14"	48.00'
6	S80°31'52"E	5.85'	C6	1630.00'	14°11'14"	48.00'
7	S78°09'44"E	3.75'	C7	510.00'	14°11'14"	48.00'
8	S74°42'42"E	0.81'	C8	1530.00'	14°11'14"	48.00'
9	S74°42'42"E	2.88'	C9	430.00'	45°40'0"	36.78'
10	S74°02'29"E	8.10'	C10	430.00'	10°00'58"	75.7'
11	S75°08'54"W	9.03'	C11	1570.00'	15°30'7"	51.66'
12	N77°08'28"W	15.00'	C12	1570.00'	15°30'7"	51.66'
13	N72°20'20"E	40.33'	C13	1570.00'	13°40'0"	42.94'
14			C14	400.00'	7°16'24"	50.78'
15			C15	1530.00'	0°11'00"	5.74'



TRACT 4053 RIVER ISLANDS - STAGE 2B VILLAGE JJ2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 4052 (A3 MAP 1577), AND AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JUNE 9, 2021, AS INSTRUMENT NO. 2021-086994, IN SAN DIEGO COUNTY, CALIFORNIA CITY OF LA JOLLA, AUGUST 2021

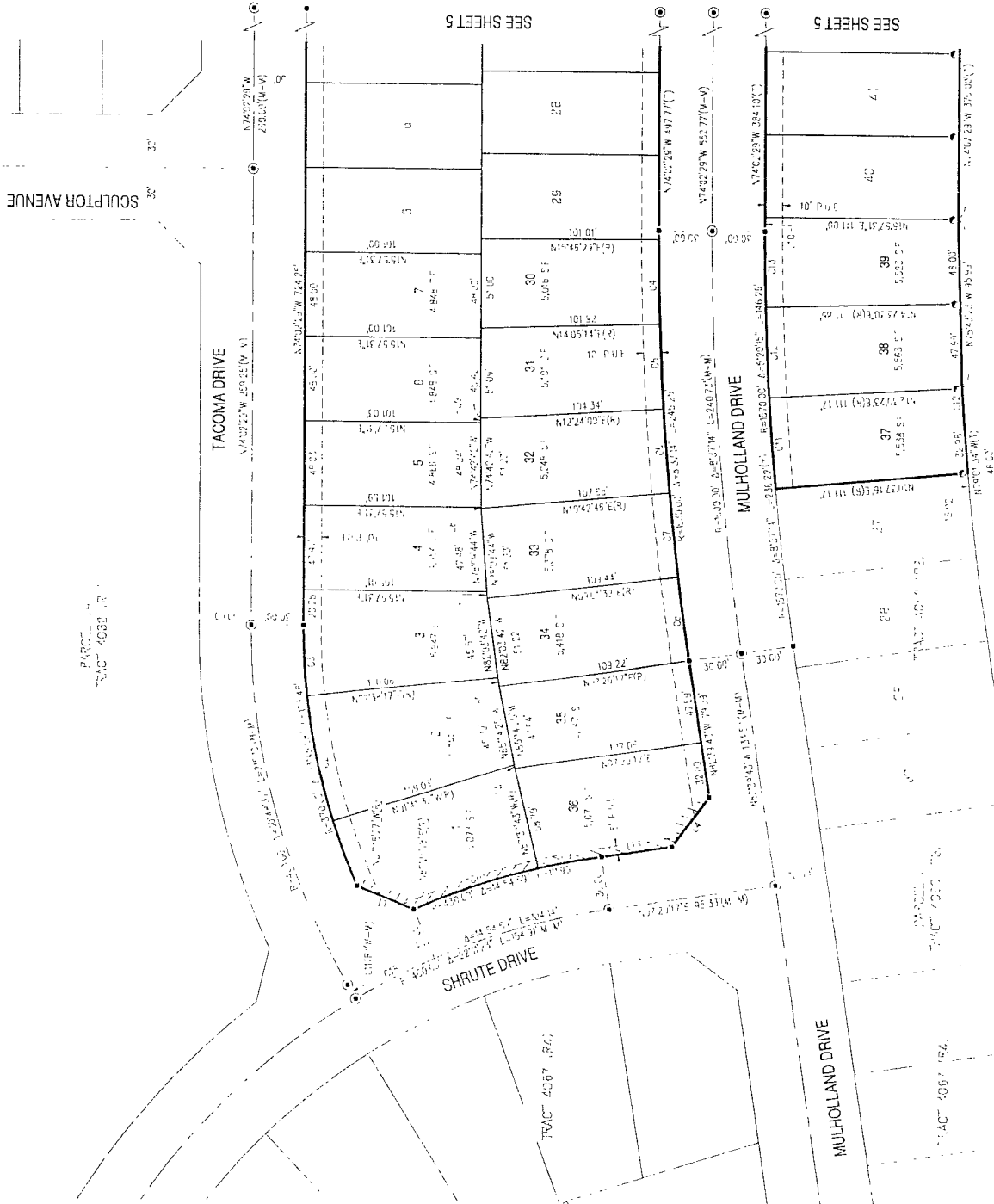


NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARING AND LEGEND.
3. SEE SHEET 5 FOR LINE AND CURVE TABLES

MONUMENTATION NOTES

- 1. FOUND MONUMENT PER (R2)
- 2. FOUND 3/4" IRON PIPE WITH PLASTIC FLAG PLUS 7788" PER (R2)
- 3. SET 1/4" IRON PIPE WITH PLASTIC FLAG PLUS 7788"
- 4. SET 5/8" WIRELESS CORNER (W/C), UNLESS OTHERWISE NOTED MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED 3/4" x 24" CON. PIPE WITH PLASTIC FLAG PLUS 7788"
- 5. NOT SET 3/8" x 24" REBAR WITH PLASTIC FLAG PLUS 7788" FOR ALL REAR LOT CORNERS UNLESS OTHERWISE NOTED. SET 1" BRASS DISK STAMPED PLUS 7788" IN SIDEWALK 100' ON PROPERTY JAE PROJECTION FOR ALL REAR LOT CORNERS



PARCEL K
TRACT 4053 (C3)

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4053 Village "JJ2"

EXHIBIT "B"

VILLAGE "JJ" AREA

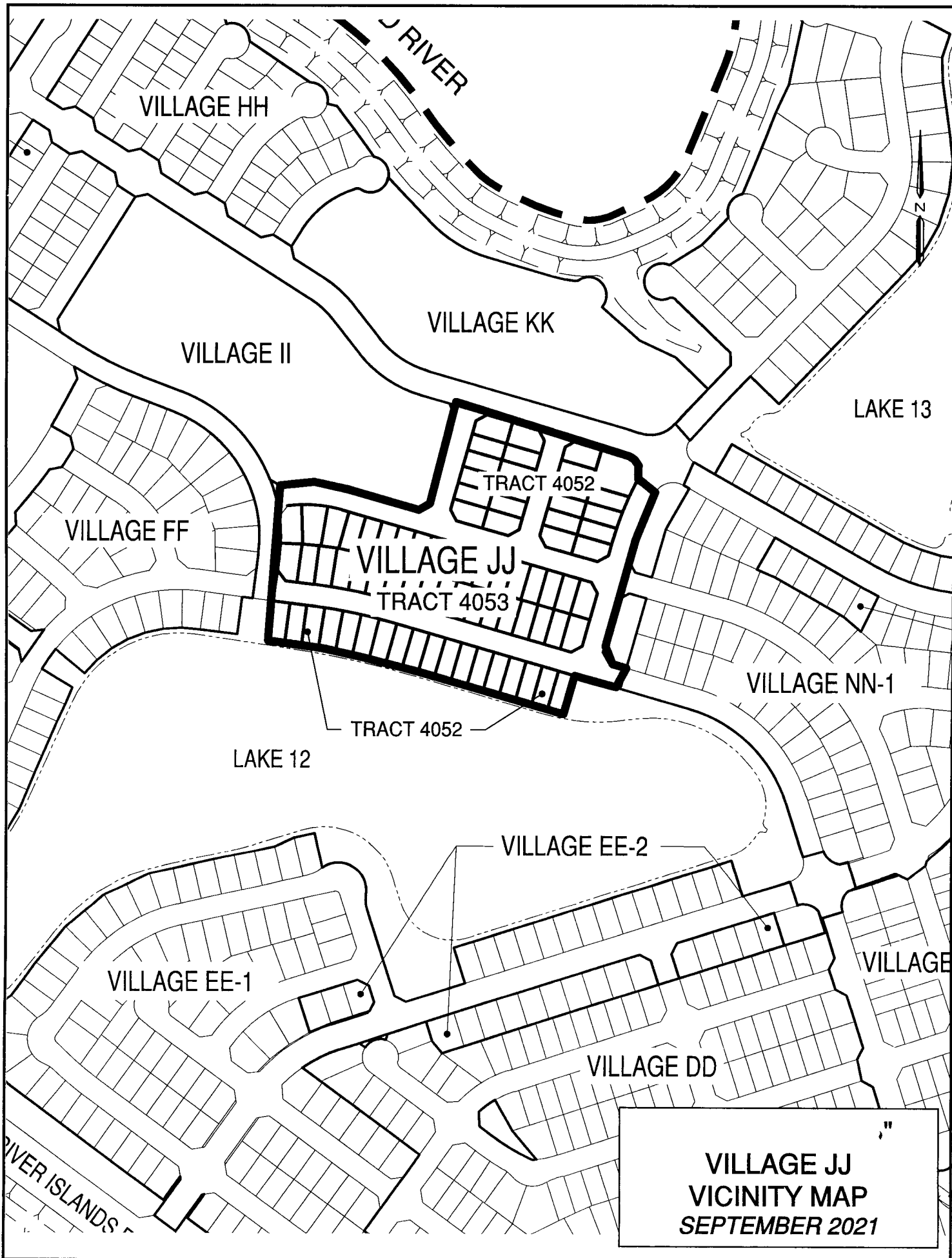


EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2021

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 Alliant Insurance Services, Inc. 333 S Hope St Ste 3750 Los Angeles CA 90071 License#: 0C36861 RIVEISL-01	CONTACT NAME: Gloria Gabriel PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Gloria.Gabriel@alliant.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : United Specialty Insurance Com</td> <td>12537</td> </tr> <tr> <td>INSURER B : Navigators Specialty Insurance</td> <td>36056</td> </tr> <tr> <td>INSURER C : Homesite Insurance Company</td> <td>17221</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United Specialty Insurance Com	12537	INSURER B : Navigators Specialty Insurance	36056	INSURER C : Homesite Insurance Company	17221	INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														
INSURED River Islands Development, LLC 73 W. Stewart Lathrop CA 95330														

COVERAGES

CERTIFICATE NUMBER: 472121180

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		ATN2117764P	3/19/2021	3/19/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			LA21FXSZ07W8RIC	3/19/2021	3/19/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability			CPX-7558052-00	3/19/2021	3/19/2024	Occ /Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: FM 4053 Village JJ

City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are included as Additional Insureds as respects to General Liability. General Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Lathrop, its officers, employees and agents.

CERTIFICATE HOLDER**CANCELLATION**

City of Lathrop
 390 Towne Centre Drive
 Lathrop CA 95330

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, and supersedes any provision to the contrary:

Primary and Non-Contributory Insurance

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- a. (1) The Additional Insured is a Named Insured under such other insurance;
and
 - (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:
 - (i) apply on a primary and non-contributory basis;
and
 - (ii) would not seek contribution from any other insurance available to the additional insured.
- or
- b. Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

Name Of Person(s) Or Organization(s)
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Policy: ATN217764P

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name and Address of Other Person/Organization

**City of Lathrop, its officers, City Council,
boards and commissions and members thereof,
its employees and agents
390 Towne Centre Drive
Lathrop, CA 95330**

Number of Days Notice

30

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4053 Village "JJ2"

EXHIBIT "D"

**UNFINISHED IMPROVEMENT COST ESTIMATE
AND VILLAGE "JJ" – FULL IMPROVEMENT COST**

DRAFT ENGINEER'S OPINION OF PROBABLE COST
VILLAGE JJ (77 UNITS)
STAGE 2B
RIVER ISLANDS
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

April 23, 2018
Job No.: 25503-46

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	179,100	SF	\$ 0.45	\$ 80,595.00
2	4.5" AC Paving	93,400	SF	\$ 2.25	\$ 210,150.00
3	8" Aggregate Base	93,400	SF	\$ 1.20	\$ 112,080.00
4	Vertical Curb and Gutter <i>(with AB cushion)</i>	2,110	LF	\$ 15.00	\$ 31,650.00
5	Rolled Curb and Gutter <i>(with AB cushion)</i>	3,720	LF	\$ 15.00	\$ 55,800.00
6	Concrete Sidewalk	34,420	SF	\$ 5.00	\$ 172,100.00
7	Driveway Approach	77	EA	\$ 600.00	\$ 46,200.00
8	Handicap Ramps	11	EA	\$ 2,500.00	\$ 27,500.00
9	Survey Monuments	8	EA	\$ 300.00	\$ 2,400.00
10	Traffic Striping & Signing	3,080	LF	\$ 5.00	\$ 15,400.00
11	Dewatering (Budget)	3,080	LF	\$ 75.00	\$ 231,000.00
Subtotal Street Work					\$ 984,875.00
<u>STORM DRAIN</u>					
12	Catch Basins <i>(type A inlet over type I manhole base)</i>	11	EA	\$ 2,800.00	\$ 30,800.00
13	Catch Basins <i>(type A inlet over type II manhole base)</i>	6	EA	\$ 5,000.00	\$ 30,000.00
14	Catch Basins <i>(type C inlet over type II manhole base)</i>	2	EA	\$ 3,300.00	\$ 6,600.00
15	15" Storm Drain Pipe	690	LF	\$ 34.00	\$ 23,460.00
16	18" Storm Drain Pipe	670	LF	\$ 46.00	\$ 30,820.00
17	30" Storm Drain Pipe	700	LF	\$ 80.00	\$ 56,000.00
18	36" Storm Drain Pipe	130	LF	\$ 95.00	\$ 12,350.00
19	Manholes <i>(type II)</i>	1	EA	\$ 5,000.00	\$ 5,000.00
20	Connect to Existing	3	EA	\$ 1,700.00	\$ 5,100.00
21	Plug & Stub	2	EA	\$ 1,000.00	\$ 2,000.00
Subtotal Storm Drain					\$ 202,130.00
<u>SANITARY SEWER</u>					
22	8" Sanitary Sewer Pipe	1,610	LF	\$ 28.00	\$ 45,080.00
23	10" Sanitary Sewer Pipe	540	LF	\$ 35.00	\$ 18,900.00
24	12" Sanitary Sewer Pipe	870	LF	\$ 42.00	\$ 36,540.00
25	Manholes	10	EA	\$ 4,000.00	\$ 40,000.00
26	Manholes <i>(Trunk)</i>	2	EA	\$ 6,000.00	\$ 12,000.00
27	4" Sewer Service	76	EA	\$ 600.00	\$ 45,600.00
28	Connect to Existing	4	EA	\$ 3,000.00	\$ 12,000.00
Subtotal Sanitary Sewer					\$ 210,120.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
29	8" Water Line	1,690	LF	\$ 32.00	\$ 54,080.00
30	10" Water Line	1,460	LF	\$ 40.00	\$ 58,400.00
31	Water Service	78	EA	\$ 800.00	\$ 62,400.00
32	Fire Hydrants	5	EA	\$ 4,000.00	\$ 20,000.00
33	8" GV	11	EA	\$ 1,550.00	\$ 17,050.00
34	10" GV	7	EA	\$ 2,500.00	\$ 17,500.00
35	Connect to Existing	5	EA	\$ 4,000.00	\$ 20,000.00
36	Plug & Stub	2	EA	\$ 1,000.00	\$ 2,000.00
Subtotal Water Supply					\$ 251,430.00
<u>NON-POTABLE WATER</u>					
37	8" Non-Potable Water Line	540	LF	\$ 35.00	\$ 18,900.00
38	10" Non-Potable Water Line	930	LF	\$ 43.00	\$ 39,990.00
39	8" GV	1	EA	\$ 1,550.00	\$ 1,550.00
40	10" GV	3	EA	\$ 2,500.00	\$ 7,500.00
41	Non-Potable Water Service	2	EA	\$ 2,000.00	\$ 4,000.00
42	Connect to Existing	2	EA	\$ 3,000.00	\$ 6,000.00
43	Plug & Stub	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Non-Potable Water Supply					\$ 78,940.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 1,727,000.00
COST PER LOT					\$ 22,429.00

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - Stage 2B
VILLAGE JJ (77 LOTS)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

September 25, 2020
 Job No.: 25503-46

Item	Description	Quantity	Unit	Unit Price	Amount
1	Sanitary Sewer Raising Iron & Setting SSCO boxes (0% Completion)	1	LS	\$ 40,400.00	\$ 40,400.00
2	Storm Drain Raising Iron (0% Completion)	1	LS	\$ 800.00	\$ 800.00
3	Domestic Water Raising Iron & Setting Water Boxes (0% Completion)	1	LS	\$ 36,800.00	\$ 36,800.00
4	Non-Potable Water Raising Iron & Setting Water Boxes (0% Completion)	1	LS	\$ 2,800.00	\$ 2,800.00
5	Joint Trench (60% Completion)	1	LS	\$ 340,200.00	\$ 340,200.00
6	Striping & Mounments (0% Completion)	1	LS	\$ 17,000.00	\$ 17,000.00
TOTAL COST TO COMPLETE \$					438,000.00

Notes:

- 1) Estimate for cost to complete based on contractor's note for Village JJ dated 9/25/2020

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

October 11, 2021

Via Email and Hand Delivery

Old Republic Title Company
1215 W. Center Street, Suite 103
Manteca, CA 95337
Attn: Lori Richardson

Re: Recordation of Final Map 4053; Escrow No. 12140221

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Stage 2B, LLC, a Delaware limited liability company ("**RIS2B**") and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with recordation of the above-referenced final map ("**Final Map**"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title Company is referred to as "you" or "**ORTC**."

A. Date for Closings

The Final Map will be recorded at the time designated by RIS2B as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 30, 2021, at the time designated in writing by RIS2B, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 2022, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Documents

In connection with the Transaction, you have in your possession or will receive the following documents from City and RIS2B for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B.1. One original Final Map for Tract 4053, executed and acknowledged by the City (provided to title by City).

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

C. Funds and Settlement Statement

You also have received, or will receive from RIS2B, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RIS2B and City ("**Settlement Statement**"): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RIS2B.

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

- Funds to be wire transferred directly to the entity as instructed by City , immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$18,403.84**, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended "**Sierra Club Agreement**"), constituting the amount of **\$3,328.00** multiplied by **5.53** acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions have been provided to ORTC.

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

D. Closing Requirements

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

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (sdelloso@riverislands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Sandra Lewis (slewis@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Glenn Gebhardt or Brad Taylor that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

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

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Glenn Gebhardt at the email addresses set forth above; and

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt to record the Recordation Documents and complete the Transaction.

E. Closing Process and Priorities

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

- E.1. Date the Recordation Documents to be recorded;
- E.2. Record the Recordation Documents in the Official Records;
- E.3. Pay the costs associated with the Transaction;

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

E.4. Refund any funds delivered to you by RIS2B that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Stage 2B, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

E.5. Notify Susan Dell'Osso (sdelloso@riverslands.com), Debbie Belmar (dbelmar@riverislands.com), Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), Brad Taylor (btaylor@ci.lathrop.ca.us), Sandra Lewis (slewis@ci.lathrop.ca.us), Teresa Vargas (tvargas@ci.lathrop.ca.us), Sarah Pimentel (spimentel@ci.lathrop.ca.us), and Jose Molina (JMolina@sigov.org) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Stage 2B, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Glenn Gebhardt, City Engineer, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

- (A) a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and
- (B) a certified copy of the final Settlement Statement.

F. Additional Instructions

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

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

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

Very truly yours,

Stephen J. Salvatore Date
City Manager
City of Lathrop

Susan Dell'Osso Date
President
River Islands Stage 2B, LLC

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

ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIS2B and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of ORTC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to RIS2B and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By: _____
Its: _____
Date: _____

TRACT 4053
RIVER ISLANDS - STAGE 2B
VILLAGE JJ2

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 4052 (43 MAP 157), AND AS
CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JUNE 9, 2021, AS
INSTRUMENT NO. 2021-098994,
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE
OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 4053, RIVER
ISLANDS - STAGE 2B, VILLAGE JJ2", CITY OF LATHROP, CALIFORNIA, CONSISTING OF SIX (6) SHEETS,
THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING
HELD ON THE ____ DAY OF _____, 202__, AND THAT SAID CITY COUNCIL DID
MEETING, APPROVE SAID MAP AND AUTHORIZED ITS RECORRATION AND THE CITY OF LATHROP,
CITY OF LATHROP, THE REINJUNCTION OF ACCESS RIGHTS TO LOTS 1, 18, 19, AND 36 ALONG THE
LOT LINES AS INDICATED BY THE SYMBOL [XXXXXX] THE DEDICATION OF GROUND WATER RIGHTS, AS
SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH
CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

I, FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF
APPLICABLE, HAVE BEEN APPROVED BY THE CITY COUNCIL OF LATHROP AND FILED IN MY OFFICE

TERESA VARGAS
CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN,
STATE OF CALIFORNIA

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY
OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND
NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ON _____, 202__, BEFORE ME, _____ WHO PROVED TO
ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO
THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HER
AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR
THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING
PARAGRAPH IS TRUE AND CORRECT

WITNESS MY HAND.

SIGNATURE: _____
NAME (PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DELINEATED AND
EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT 4053,
RIVER ISLANDS - STAGE 2B, VILLAGE JJ2", CITY OF LATHROP, CALIFORNIA, CONSISTING OF SIX (6) SHEETS, AND
WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY
RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA

THE UNDERSIGNED DOES HEREBY BELIEVE THAT THE CITY OF LATHROP ALIENATES RIGHT OF ACCESS TO
LOTS 1, 18, 19, AND 36, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL [XXXXXX] AS SHOWN ON THIS
FINAL MAP

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL GROUND WATER RIGHTS
THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED
TO THE CITY OF LATHROP

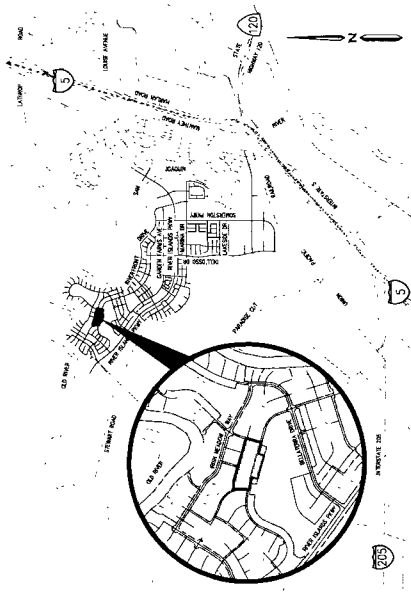
OWNER: RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SUSAN DELLOSSO DATE _____
ITS: PRESIDENT

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016,
AS DOCUMENT NUMBER 2016-160886, AND AS AMENDED IN DOCUMENT RECORDED DECEMBER 26, 2017 AS
DOCUMENT NUMBER 2017-150771 AND FURTHER AMENDED IN DOCUMENT RECORDED APRIL 13, 2020 AS
DOCUMENT NUMBER 2020-046005, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS ____ DAY OF _____, 202__.

BY: _____
NAME: _____
ITS: _____



VICINITY MAP
NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 3684 APPROVED BY THE PLANNING COMMISSION
DATED THIS ____ DAY OF _____, 202__.

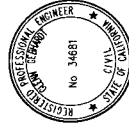
MARK WESSNER, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, GLENN GEBHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND
I HAVE REVIEWED THE TENTATIVE MAP NO. 3684, RIVER ISLANDS STAGE 2B, VILLAGE JJ2, CITY OF
LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN THEREON AS IT
APPEARED ON THE VESTING TENTATIVE MAP NO. 3684, AND ANY APPROVED ALTERATIONS
HEREON, COMPLY WITH ALL PROVISIONS OF CHAPTER 2 OF THE STATE OF
CALIFORNIA SUBDIVISION MAP ACT AND APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY
AMENDMENTS THERE TO, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP.

DATED THIS ____ DAY OF _____, 202__.

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



RECORDER'S STATEMENT

FILED THIS ____ DAY OF _____, 202__, AT _____ M.
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPA
FEE \$ _____

STEVIE BESTOLARIDES
ASSASSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA
BY: _____ ASSISTANT/DEPUTY RECORDER

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1, DOCUMENT
RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO
THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

TRACT 4053 RIVER ISLANDS - STAGE 2B VILLAGE JJ2

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 4052 (43 MAP 157), AND AS
CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JUNE 9, 2021, AS
INSTRUMENT NO. 2021-098894,
CITY OF LATHROP, SARA BAKER COUNTY, CALIFORNIA
AUGUST, 2021



CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4053, RIVER ISLANDS-STAGE 2B, VILLAGE JJ2", CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2021

DARRYL A. ALEXANDER, P.L.S. 5071
ACTING CITY SURVEYOR



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RIVER ISLANDS DEVELOPMENT, LLC, ON SEPTEMBER 11, 2018. I HEREBY STATE ALL THE POSITIONS LOCATED ON THIS MAP ARE TRUE POSITIONS LOCATED ON THAT DATE THEY WILL BE SET IN THESE POSITIONS BEFORE OCTOBER 31, 2021, AND THAT I AM NOT PROVIDING ANY WARRANTY, WILL BE SUFFICIENT TO ENABLE "THIS SURVEY" TO BE RETRACED, AND THAT "THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED VESTING "ENTATIVE MAP

DATED THIS _____ DAY OF _____, 2021

OTLAN CRAWFORD, P.L.S. NO 7788



RECITALS

- RIGHT TO FARM STATEMENT
THE CITY OF LATHROP HAS ADOPTED ORDINANCE, TITLE 15, CHAPTER 15.48.BA, THE CITY OF LATHROP PERMITS OPERATION OF PROPERTY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS WHOSE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS, ROENTIS AND PESTS, BEING AWARE ALSO THAT THE PROGRESS WHICH MAY GENERATE DUST, SMOKE, NOISE, ODDOR, OPERATIONS OUTSIDE THE CITY'S JURISDICTION CONSEQUENTLY OCCURRING ON THE LOCATION OF YOUR PROPERTY IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION
- A SOILS REPORT ENTITLED "GEO-TECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA", REFERENCED AS PROJECT NO. 5044-5-001.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENGEC, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP
- TRACT 4053, RIVER ISLANDS-STAGE 2B, VILLAGE JJ2, CONTAINS 47 RESIDENTIAL LOTS CONTAINING 5.53 ACRES, MORE OR LESS AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW)

TRACT 4053 AREA SUMMARY	
LOTS 1 THROUGH 47	5.53 AC±
TOTAL	5.53 AC±

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER "21242221-1-R", DATED AUGUST 13, 2021, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

REFERENCES

- (R1) TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP, FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, PAGE 142, S.J.C.R. (43 MAP 142)
- (R2) TRACT 4032, RIVER ISLANDS-STAGE 2B, VILLAGE JJ1, FILED JANUARY 29, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 157, S.J.C.R. (43 MAP 157)
- (R3) TRACT 4083, RIVER ISLANDS-STAGE 2B, VILLAGE EE, FILED FEBRUARY 17, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 160, S.J.C.R. (43 MAP 160)
- (R4) TRACT 4087, RIVER ISLANDS-STAGE 2B, VILLAGE FF, FILED MARCH 19, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 163, S.J.C.R. (43 MAP 163)
- (R5) TRACT 4071, RIVER ISLANDS-STAGE 2B, VILLAGE MM1, FILED MAY 4, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 166, S.J.C.R. (43 MAP 166)

SIGNATURE OMISSIONS

PURSUANT TO SECTION 86436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED

1. RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-01046177, S.J.C.R.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

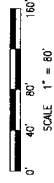
LINE	DIRECTION	LENGTH
L1	N29°02'23"W	35.36'
L2	N60°57'31"E	35.36'
L4	N37°39'43"W	35.36'
L5	N72°01'7"E	40.33'
L6	S37°18'26"E	35.26'
L7	N75°08'54"E	9.03'
L8	N77°09'28"W	15.03'
L9	N79°01'34"W	32.96'

TRACT 4053 RIVER ISLANDS - STAGE 2B VILLAGE JJ2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 4052 (43 MAP 157), AND AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JUNE 9, 2021, AS INSTRUMENT NO. 2021-008884, IN THE PUBLIC RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA, AUGUST 2021.



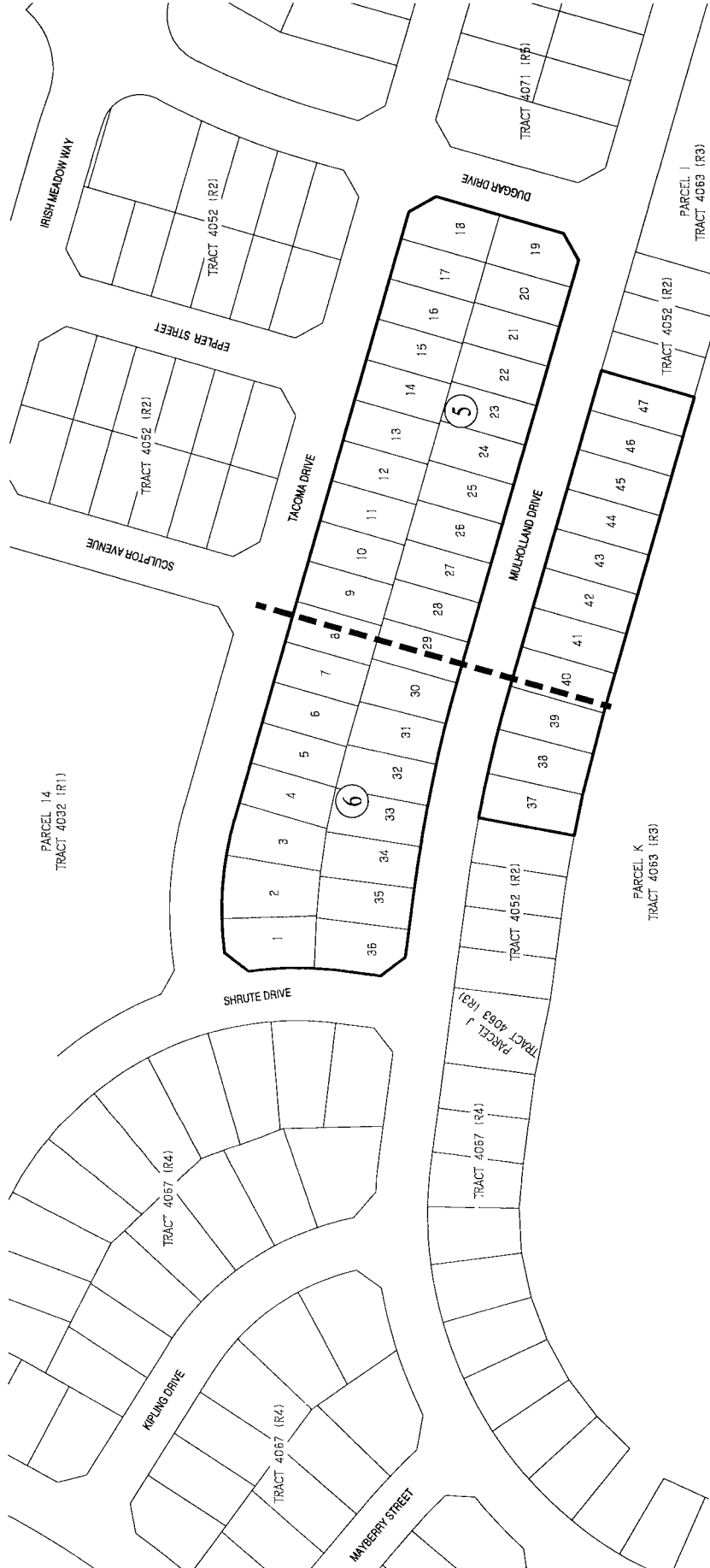
SHEET INDEX



LEGEND

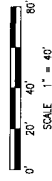
- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASEMENT
- SHEET NUMBER
- SHEET LIMIT LINE
- RESTRICTED ACCESS

5



TRACT 4053 RIVER ISLANDS - STAGE 2B VILLAGE JJ2

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 4052 (43 MAP 157), AND AS
CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JUNE 9, 2021, AS
INSTRUMENT NO. 2021-088994,
CITY OF LAHOMA, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021

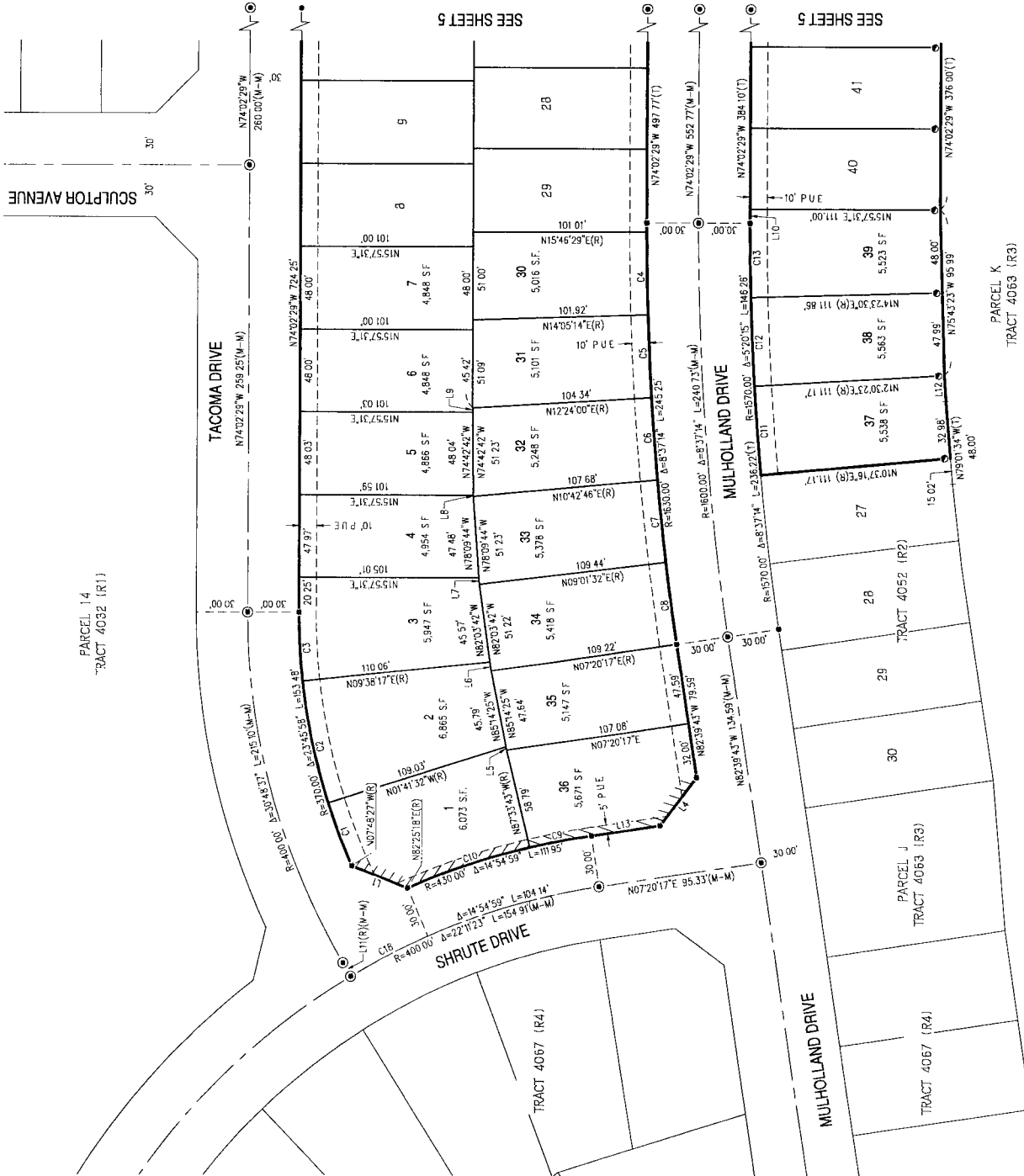


NOTES

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- 3 SEE SHEET 5 FOR LINE AND CURVE TABLES

MONUMENTATION NOTES

- ⊙ FOUND MONUMENT PER (R2)
- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R2)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- SET 3.00" WITNESS CORNER (W.C.) UNLESS OTHERWISE NOTED, MEASURED
ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE
AS NOTED, 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- NOTE: SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL
REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK
STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION
FOR ALL FRONT LOT CORNERS



ITEM 5.1

CITY MANAGER'S REPORT OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER THE SCANNELL PROPERTIES INDUSTRIAL PROJECT GENERAL PLAN AMENDMENT NO. GPA-20-139, REZONE NO. REZ-20-140, SITE PLAN REVIEW NO. SPR-20-141, AND TENTATIVE PARCEL MAP NO. TPM-20-142

RECOMMENDATION: Council to Consider the Following:

1. Hold a Public Hearing; and
2. Adopt a Resolution Adopting the Initial Study and Mitigated Negative Declaration for the Scannell Properties Industrial Project.
3. Adopt a Resolution Approving a General Plan Amendment from SC, Service Commercial to GI, General Industrial
4. First Reading and Introduce an Ordinance to Approve a Zoning Map Amendment from CS, Service Commercial to IG, General Industrial.
5. Adopt a Resolution Approving the Site Plan Review for the Scannell Properties Industrial Project to Construct Three (3) Industrial Warehouse Buildings Totaling 191,160 sq. ft. in Size.
6. Adopt a Resolution Approving a Vesting Tentative Parcel Map to Subdivide an Existing 18.2 Acre Parcel into Four (4) Parcels: Parcel 1 is 6.54-acres, Parcel 2 is 5.58-acres, Parcel 3 is 3.50-acres, and Parcel 4 is 2.52-acres.

SUMMARY:

The applicant is requesting approval of a General Plan Amendment, Rezone, Site Plan Review and Vesting Tentative Parcel Map to construct three (3) new industrial warehouse buildings totaling 191,160 sq. ft. in size. Specifically, Building 1 would be located in the northern portion of the project site and have a building footprint of approximately 70,200 sq. ft. Building 2 would be located in the southwest portion of the site and have a building footprint of approximately 78,400 sq. ft. and Building 3 would be located in the southeast portion of the project site and have a building footprint of approximately 42,560 sq. ft.

The Tentative Parcel Map would subdivide an existing 18.2-acre parcel into four (4) parcels: Parcel 1 is 6.54-acres (Building 1), Parcel 2 is 5.58-acres (Building 2), Parcel 3 is 3.50-acres (Building 3) and Parcel 4 is 2.52-acres.

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The General Plan Amendment would modify the existing SC, Service Commercial Land Use Designation to GI, General Industrial. The Rezone would modify the existing CS, Service Commercial Zoning District to IG, General Industrial, matching the proposed General Plan Land Use Designation. The proposed buildings include a total of 236 automobile parking spaces, 14 handicap accessible parking spaces and 101 truck trailer parking spaces in addition to the individual building dock doors. The project will include various improvements such as landscaping, lighting, and extension of public utilities. A portion of the site (Parcel 4) is proposed as a stormwater retention basin.

SITE DESCRIPTION:

The project site is located near the easterly boundary of the City of Lathrop, south of Lathrop Road (1520 Lathrop Road (APN: 198-040-14)). The site is currently vacant land and is bordered by the Sharpe Army Depot to the north, existing Service Commercial development to the west, existing General Industrial development to the east and south, and existing Limited Industrial uses to the south. The project site is generally flat, with an elevation range for the entire project site of approximately 16 to 23 feet above sea level. The property has a General Plan land use designation of SC, Service Commercial and is within the CS, Service Commercial Zoning District.

BACKGROUND:

As stated above, the subject site is vacant and undeveloped. Based on the Phase 1 Environmental Site Assessment (ESA) prepared as part of the Initial Study/Mitigated Negative Declaration (IS/MND), the project site had historically been utilized as a truck storage yard. The Phase 1 ESA identified that in 1975, the project site was developed with the Reiter Truck Company truck storage yard. The subject site appeared to consist of a large lot utilized for long haul truck and equipment storage, a northwestern portion of the subject site was improved with several small buildings/shed structures and what appeared to be two (2) covered truck ports that may have been utilized for truck maintenance located on the central eastern portion of the subject site. By 1982, the covered truck ports were no longer shown on aerial photographs. By 2005, no truck storage yard, or associated structures and/or storage equipment was shown on the subject site. According to aerial photographs, the subject site has been vacant and undeveloped since then.

During the development of the Mossdale Village area in the 2000's, the project site was dedicated to the City of Lathrop from Pacific Union Homes to be utilized as a sprayfield for treated effluent from the City's Wastewater Treatment Plant. With the dedication, a right of reverter was established on the property, stipulating that if the project site was no longer used as a spray field, the property ownership would revert back to Pacific Union Homes (PUH).

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The project is Conditioned to complete the reverter process to transfer ownership back to PUH prior to approval of the first Parcel Map or issuance of the first Building Permit, whichever occurs first.

ANALYSIS:

Site Plan & Onsite Circulation

As stated previously, the proposed project includes construction of three (3) new industrial warehouse buildings totaling 191,160 sq. ft. in size. The project is designed to provide a total of 236 automobile parking spaces and 101 truck trailer parking spaces in addition to the individual building dock doors.

Specifically, off-street parking is provided as follows:

Building Number	Square Footage (sq. ft.)	Automobile Parking Spaces Required	Automobile Parking Spaces Provided	Commercial Truck Trailer Spaces
1	70,200	85	135	38
2	78,400	50	55	38
3	42,560	30	60	25
Total	191,160	165	250	101

Automobile parking spaces are nine (9) by eighteen (18) feet in size, meeting the requirements per Section 17.76.030: *Standards for off-street and on-street parking facilities*. The commercial truck trailer parking spaces are twelve (12) by fifty-five (55) in size. Bicycle parking is required per Section 17.76.120: *Bicycle parking and storage standards* at five (5) percent of the total automobile parking spaces required, which equals eight (8) bicycle parking spaces. Bicycle parking spaces are required, as a Condition of Approval, to be located near main pedestrian entrances for each building. Off-street parking for commercial trucks and trailers are located behind each building, screening commercial trucks and trailers from Lathrop Road.

The proposed project includes two (2) driveways to access Lathrop Road, one (1) located in the north western portion of the project site and one (1) located at the existing "D" Street (to be formally named during the Parcel Map process) along the eastern portion of the project site. The Lathrop Road access point is located at the northwest corner of the project site. The access point will allow right-in/right-out turn movements only since left turn movements are prohibited by the existing raised center median in Lathrop Road. The "D" Street access point is located near the northeast corner of the project site and allows queuing if/when needed. The driveway on "D" Street includes a portion of property owned by the South San Joaquin Irrigation District (SSJID) and the project is conditioned to require an easement prior to the issuance of a Building Permit.

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The access point connects the projects to the existing D Street/Lathrop Road intersection which allows turn movements in all directions including an existing west bound turn pocket that vehicles entering the project site may utilize. All emergency vehicles arriving to and from the proposed project would be able to enter via Lathrop Road and "D" Street.

Architecture and Elevation

The building's exterior walls will be constructed of concrete tilt-up panels. Dock bays with section overhead doors would be installed along the south side of Building 1 to accommodate twenty-one truck trailers. Dock bays for Building 2 will be installed along the north side to accommodate twenty-one (21) truck trailers. Dock bays for Building 3 will be installed along the north side to accommodate fifteen (15) truck trailers.

The exterior of the building will be painted beige, tan, and grey. The office exterior will have gray and tan color schemes with brown accents and the windows will have blue reflective glazing. The office spaces would include aluminum storefront framing with tempered glass at all doors and metal canopies.

Landscaping, Lighting and Fencing

According to the landscape plan, landscaping will occupy approximately 80,047 square feet of the project site – approximately 10.1% of the total area (791,023 sq. ft. or 18.15 acres). This exceeds the LMC requirement of 10% landscaping for industrial projects. Large shade trees will be planted around employee parking areas and a variety of shade and accent trees will be planted along Lathrop Road and "D Street". Shrubs and groundcover will be planted throughout the site for aesthetic value. Landscaping along Lathrop Road ranges between ten (10) feet in width to fifteen (15) feet in width. Landscaping would be selected based on suitability for the local climate, site conditions, and reduced water needs. All landscape elements would be installed according to the project's Landscape Plan and the City of Lathrop's Landscape Standards for Planting and Irrigation.

Lighting fixtures will be installed on the exterior of the buildings for general security and to provide lighting for walkways and parking areas. Light poles will be distributed appropriately throughout the site to provide sufficient lighting coverage. The project is conditioned to prevent lights from reflecting to adjacent properties.

Fencing for the proposed project will be installed around the truck trailer parking and dock areas for each building. A six (6) foot chain link fence and gate will be installed around each truck trailer and dock area and a six (6) foot chain link fence will be installed around Parcel 4, where the proposed stormwater retention/infiltration basin is to be constructed. No fencing is proposed along Lathrop Road.

Utilities

Potable water connections to the project would occur via the nearby connection to the 24" water line in Lathrop Road. For sanitary sewer, a new sewer pump station would be installed on-site with a forcemain that would connect to the City's existing forcemain at the intersection of Lathrop Road and McKinley. Stormwater drain pipes would discharge into the stormwater retention/infiltration basin would be located in the far southeastern portion of the project site. The stormwater retention/infiltration basin has been designed according to the City of Lathrop's design and construction standards, and consistent with the relevant multi-agency post-construction stormwater standards manual. Fire hydrant(s) will also be installed on-site in accordance with Fire Department standards. Electric and natural gas service will be provided by PG&E to the project site.

Transportation Analysis

A Transportation Analysis was prepared for the Scannell Properties Industrial Project (Attachment #10). The purpose of the study is to address the potential transportation impacts associated with the proposed project. The study includes intersection operations, site access, and consistency with relevant policies.

Senate Bill 743 (SB 743), which became effective statewide in July 2020, resulted in several statewide changes to the evaluation of transportation impacts under CEQA. SB 743 added Section 21099 to the Public Resources Code, which states that automobile delay, as described by Level of Service (LOS) or similar measures of vehicular capacity or traffic congestion, shall not be considered a significant impact. As such, the Initial Study / Mitigated Negative Declaration includes analysis consistent with SB 743; specifically, the potential impacts based on efficiency metrics and/or the project's effect on Vehicle Miles Traveled.

However, the City continues to utilize LOS to measure traffic congestion and operating conditions as part of the project's consistency with the General Plan. LOS is a qualitative measure of traffic operating conditions whereby a letter grade, from A (the best) to F (the worst), is assigned. These grades represent the perspective of drivers and are an indication of the comfort and convenience associated with driving.

Project Trip Generation

Project trips were estimated using trip rates published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual 10th Edition Supplement (2020)*. The 10th Edition Supplement provides trip rates for multiple industrial land uses. Because a specific tenant has not been identified, a blended trip rate based on the potential land uses was calculated daily, AM and PM peak hour trips.

Table 5: Project Trip Generation									
Land Use	Quantity (ksf)	Trip Type	Daily	AM Peak			PM Peak		
				In	Out	Total	In	Out	Total
Industrial/Warehouse (ITE 130, 150, 154, 155)	191.2	Passenger Vehicle	320	27	5	32	10	26	36
		Heavy Vehicle	78	3	3	6	2	2	4
		Total	398	30	8	38	12	28	40
Notes: Trip generation is based on trip rates published in <i>Trip Generation Manual 10th Edition Supplement</i> (Institute of Transportation Engineers, 2020). Source: Fehr & Peers, 2021									

Project Trip Distribution

Per the Transportation Analysis prepared by Fehr & Peers, passenger vehicle (employee) trips were distributed throughout the study area (City) based on the location of proposed access, existing direction patterns and output from the Base Year Transportation Demand Model (TDM).

As it relates to heavy vehicles (trucks), the analysis shows that all inbound and outbound heavy vehicles would be required to access the development via McKinley Avenue to Lathrop Road and assumed that no trucks would be permitted on Lathrop Road west of McKinley Avenue. Therefore, the analysis in the Transportation Analysis assumes no trucks would use Lathrop Road west of McKinley Avenue.

Vesting Tentative Parcel Map

The Vesting Tentative Parcel Map consists of one (1) parcel approximately 18.2-acres in size. The proposal is to subdivide the property into four (4) parcels to create the following parcels:

- Parcel 1 is 6.54-acres;
- Parcel 2 is 5.58-acres;
- Parcel 3 is 3.50-acres; and
- Parcel 4 is 2.52-acres.

All required right-of-way and easements will be dedicated to the City prior to the issuance of a building permit.

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General Plan Amendment

As previously stated, the applicant is requesting approval to amend the General Plan land use map designation of the subject property from SC, Service Commercial to GI, General Industrial, and Zoning Map amendment from CS, Service Commercial to IG, General Industrial.

The primary purpose is to accommodate a wider range of uses that will be allowed to occupy the proposed industrial buildings. Although the warehouse distribution use is permitted in the CS, Service Commercial Zoning District, the proposal would allow for more manufacturing-oriented uses to operate in the proposed industrial warehouse buildings.

The applicant believes the General Plan land use map designation change to GI, General Industrial is the most appropriate designation for this site as it would be consistent with surrounding land uses, such as Sharpe Army Depot to the north, Con Fab to the east, California Natural Products and UPS Freight to the west and industrial uses to the south. The requested land use designation change is consistent with all existing General Plan Goals, Policies and Implementation strategies and would not require any amendments to the text of the existing General Plan. In addition, the proposed General Plan Amendment and Rezone will implement the following policies contained in the General Plan in support of industrial land use designations:

- a) *"Areas designated for industrial use are intended to take advantage of rail and freeway access"*. Although the project does not have rail access, it is located in proximity to Interstate 5 and Highway 120 via McKinley Avenue, Louise Avenue and Yosemite Avenue; and
- b) *"Areas designated for industrial use are to assure that there will be sufficient long-term availability of industrial land to expand the City's economic base"*. The City has experienced a significant increase in demand for manufacturing and distribution due to its location and proximity to interstates, rail, airports and a deep water port; and
- c) *"Industrial proposals should be located where possible within an industrial park designed for the accommodation of a community of industries that are compatible in terms of operational characteristics, aesthetic qualities, utility service requirements and street circulation"*. The proposed General Plan land use change to industrial will be compatible and complement the existing adjacent industrial uses and future developments of the Sharpe Depot to the north.

- d) "*Industries are to be developed and operated in such manner as to avoid damage, destruction or degradation of the environment*". Development of the project has been properly conditioned to minimize impacts on the environment. Prior to building permit issuance, the project is required to obtain approvals from various county and state agencies such as: San Joaquin Valley Air Pollution District to mitigate air related impacts, San Joaquin County Multi-Species Habitat Conservation and Open Space Plan to mitigate impacts on biological resources, State Water Resources Control Board to prevent storm water pollution related to construction activities.

Zoning Map Amendment

The applicant is requesting approval to Rezone the subject property from CS, Service Commercial to IG, General Industrial. Rezoning of the property will allow a variety of industrial related uses to occupy the building. City staff supports the project and believes the proposed zoning designation will be compatible and complement the existing and future adjacent industrial uses

According to the Lathrop Municipal Code, amendments to the zoning map must be reviewed by the Planning Commission and 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:

1. *That the proposed amendment will be consistent with applicable provisions of the General Plan.*

The applicant has filed for both a General Plan Amendment and a Rezoning. If the General Plan land use map designation is approved, the rezoning would be consistent with the City General Plan.

PLANNING COMMISSION:

On September 15, 2021 the Planning Commission held a duly noticed Public Hearing on the proposed Scannell Properties Industrial Project.

During the Public Comment period, a number of comments and concerns were raised by the public. These comments are summarized below and Staff has prepared written responses as part of the Administrative Record as it relates to the Scannell Properties Industrial Project. It is important to note that some of the comments raised lack specific detail and/or reference and the comments below are not intended to be reproduced in verbatim; as such, verbal comments are summarized in *italics below*.

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- *Concern was raised regarding the timing of the Traffic Signal at the intersection of Lathrop Road and the Cul-De-Sac (Illustrated as "D" Street on the Vesting Tentative Subdivision Map) and that the Traffic Signal should be required now instead of later.*

As stated in the Traffic Analysis, dated September 9, 2021, while Level of Service (LOS) may no longer be used to identify significant transportation impacts in CEQA documents for land use projects, the analysis includes a LOS analysis to determine if the proposed project would result in unacceptable intersection operations at the study intersections. The Traffic Analysis included an analysis of a variety of intersections, including Lathrop Road and "D" Street (cul-de-sac). The analysis included a review of existing conditions, existing plus project conditions, cumulative no project conditions and cumulative plus project conditions. Cumulative means that the analysis considers impacts generated at build-out of Lathrop and surrounding jurisdictions, including but not limited to the City of Manteca and Tracy (estimated build-out of 2040).

Intersections studied in analysis would operate acceptably under cumulative plus project and delay at all intersections would decrease with the proposed project with rezoning to General Industrial would generate less trips than a retail type development permitted under the existing Service Commercial land use designation.

An AM and PM Peak Hour Signal Warrant Analysis was completed for the Cumulative No Project Conditions (remains and develops as Service Commercial) and Cumulative Plus Project Conditions (rezone and develops as General Industrial (proposed)), with the installation of a traffic signal and without for the intersection of Lathrop Road and "D" Street. The Analysis showed that the traffic volumes in the AM peak hour for both scenarios and in the PM peak hour in the Cumulative No Project scenario would not satisfy the warrant for the traffic signal. However, the analysis recommended that the proposed project pay a fair-share for the future installation of a traffic signal or install it with the proposed project due to the potential delays in left turning movements associated with the existing concrete facility (Con Fab) and the proposed project.

"The Applicant shall pay their fair share equal to 25% of the total cost of a traffic signal at the intersection of Lathrop Road and "D" Street, per the Transportation Analysis, dated September 9, 2021. The Applicant may install the traffic signal and associated improvements at their cost with the ability to be reimbursed in the future for the amount in excess of their fair share. Payment of the fair share shall occur prior to the approval of the first parcel map or issuance of the first building permit, whichever occurs first."

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- *Concern was raised as to history of hazardous waste on the project site and that additional testing is needed. Additionally, the project did not include a CalEnvironScreen analysis.*

As noted in the Hazards and Hazardous Materials Section of the Initial Study/Mitigated Negative Declaration (Section IX.), a Phase 1 Environmental Site Assessment (ESA), dated October 15, 2020, and Limited Phase 2 Site Sampling Report, dated November 16, 2020, were prepared by Basics Environmental for the proposed Scannell Properties Industrial Project.

The purpose of Phase 1 ESA is to: 1) observe site conditions at the property, 2) identify to the extent feasible recognized environmental conditions in connection with the subject site (evaluate the potential for the presence of hazardous or toxic chemicals in the soils and/or groundwater resulting from past and present land use activities), and 3) render findings and professional opinion regarding the potential adverse environmental impacts on or adjacent to the site.

The Phase 1 ESA concluded that the assessment revealed obvious evidence of a recognized environmental condition in connection with the property and recommended that additional investigation and/or documentation be conducted on the site.

The additional investigation and testing was conducted as part of the Limited Phase 2 Environmental Site Sampling Report (Phase 2 ESA). The objective of the Limited Phase 2 ESA was to evaluate current conditions in select on-site areas. To meet this objective, soil samples were collected from the former Reiter Truck Company operations area and stockpiles, and groundwater samples were collected from the wells with samples submitted to the laboratory for analysis.

The Phase 2 ESA concluded that petroleum hydrocarbons and Volatile Organic Compounds (VOCs) were not detected in site soil or stockpiled soil at concentrations above their respective Tier 1 Environmental Screening Level (ESL) and secondary ESL. The reported concentrations of metals were not detected in site soil or stockpiled soil at concentrations above their respective Tier 1 ESL and/or secondary ESL and arsenic's lab RL is within its naturally occurring background levels.

Additionally, petroleum hydrocarbons and VOCs were not detected in groundwater samples at concentrations above their Tier 1 ESL and secondary ESL with the exception of chloroform in the sample from a monitoring well located near the project site's southwestern corner. The reported chloroform concentration was slightly above its' secondary ESL. Vinyl chloride was not detected in groundwater samples at concentrations at or above its' lab RL or lab MDL; however, the lab MDL was slightly above its' secondary ESL.

As a result, the Phase 2 ESA states that the detection of chloroform in one (1) groundwater sample at a concentration slightly above its' secondary ESL and vinyl chloride's lab MDL being slightly above its' secondary ESL do not appear to present a significant environmental concern for the site based on the depth of groundwater. The Phase 2 ESA stated that further assessment does not appear warranted at this time.

Based on the Phase 1 ESA and Phase 2 ESA, the Initial Study/Mitigated Negative Declaration concluded that impacts associated with Hazards and Hazardous Materials would result in a Less Than Significant Impact with the implementation of Mitigation Measure HAZ-1, which requires the applicant to destroy the permanently inactive wells located within the project site, in accordance with standards developed by the Department of Water Resources and State Water Resources Control Board.

With regards to the CalEnvironScreen Analysis, CEQA Guidelines does not require the project to undergo the CalEnvironScreen analysis.

- *Concern was raised as to the speed limit along Lathrop Road and safety concerns related to the grade separation of Lathrop Road and the Union Pacific Railroad (UPRR). Due to the grade separation, there may not be adequate sight distance for commercial trucks turning left onto Lathrop Road from the cul-de-sac (safety concerns).*

The current speed limit on Lathrop Road is 45 miles per hour (MPH). According to Caltrans Highway Design Manual, the minimum standard for stopping sight distance for a 45 mph roadway is 360 feet. In other words, the minimum sight distance (continuous length of roadway/highway ahead) to allow for a vehicle to stop at the intersection is 360 feet. The distance from the top of the Lathrop Road and UPRR overcrossing, east of the project site and intersection of Lathrop Road and "D" Street is over 1,200 feet, far in excess of the distance required to stop for commercial trucks.

In comparison, the other grade crossing on Lathrop Road (west of the project site) is 930 feet from 5th Street and 820 feet to McKinley Avenue. These distances are substantially less than the 1,200 feet from "D" Street to the top of the Lathrop Road and UPRR overcrossing.

- *Concern was raised related to the right of reverter on the property and property ownership by the City of Lathrop and Pacific Union Homes (PUH).*

As noted in the City Council Staff Report, during the development of the Mossdale Village area in the 2000's, the project was dedicated (i.e., given) to the City of Lathrop from Pacific Union Homes to be utilized as a sprayfield for treated effluent from the City's Wastewater Treatment Plant.

With the dedication, a right of reverter was established on the property, stipulating that if the project site was no longer used as a spray field, the property ownership would revert back to Pacific Union Homes (PUH).

The project includes a Condition of Approval that states that the "Applicant shall start the reverter process in order to gain ownership of the subject parcel. The reverter process shall be complete prior to approval of the first Parcel Map or issuance of the first Building Permit, whichever occurs first."

- *Concern was raised that the property is located in a census tract designated as "disadvantaged" that could negatively affect socio-economic and health indicators.*

According to the California Environmental Protection Agency (CalEPA), Census Tract No. 6077005119 is considered a Senate Bill 535 Disadvantaged Community (June 2018 Update). In general, disadvantaged communities refer to areas which most suffer from a combination of economic, health, and environmental burdens. These burdens include but are not limited to poverty, high unemployment, air and water pollution, presence of hazardous wastes as well as high incidence of asthma and heart disease.

The property is bounded by existing service commercial and industrial uses, most notably the Sharpe Army Depot to the north. The property is not adjacent to residential uses and the proposal does not include the removal and/or relocation of residential uses. The project site is within an existing service commercial and industrial portion of the City. Furthermore, the proposed project is consistent with the City's General Plan as it relates to 1) assuring that there will be sufficient long-term availability of industrial land to expand the City's economic base, 2) the site is compatible with existing service commercial and industrial uses, and 3) is to be developed and operated in such a manner as to avoid damage, destruction or degradation of the environment via compliance with City Standards, Conditions of Approval and Mitigation Measures.

As detailed in the Initial Study/Mitigated Negative Declaration, the project includes appropriate Mitigation Measures to reduce potentially significant environmental impacts to a less than significant level.

- *Concern was raised as to the appropriate level of CEQA analysis prepared for the Scannell Properties Industrial Project and that an Environmental Impact Report (EIR) should be prepared.*

CEQA requires that public agencies document and consider the potential environmental effects of the agency's actions that meet CEQA's definition of a "project."

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Briefly summarized, a "project" is an action that has the potential to result in direct or indirect physical changes in the environment. A project includes the agency's direct activities as well as activities that involve public agency approvals or funding. Guidelines for an agency's implementation of CEQA are found in the CEQA Guidelines (California Code of Regulations Title 14, Division 6, Chapter 3).

Provided that a project is not exempt from CEQA, the first step in the agency's consideration of its potential environmental effects is the preparation of an Initial Study. The purpose of an Initial Study is to determine whether the project would involve "significant" environmental effects, as defined by CEQA, and to describe feasible mitigation measures that would avoid identified effects or reduce them to a level that is less than significant. If the Initial Study does not identify significant effects, then the agency ordinarily prepares a Negative Declaration. If the Initial Study concludes that significant effects would occur but also identifies mitigation measures that would reduce these significant effects to a level that is less than significant, the agency may prepare a Mitigated Negative Declaration.

If, however, a project would involve significant effects that cannot be feasibly mitigated, then the agency must prepare an Environmental Impact Report.

The Scannell Properties Industrial Project is a "project" as defined by CEQA and not exempt from CEQA consideration. The City, acting as the Lead Agency, has prepared an Initial Study to analyze the potential environmental effects and to determine whether the proposed project would involve "significant" environmental effects, as defined by CEQA.

The Initial Study concludes that the project would have potentially significant environmental effect but all of these effects would be avoided or reduced to a level that would be less than significant with identified mitigation measures. The Mitigation Measures identified in the Initial Study are attached to and incorporated in the proposed project's Conditions of Approval, including monitoring responsibility and timing. As such, a Mitigated Negative Declaration has been prepared for the Scannell Properties Industrial Project.

During the Public Comment period, Ms. Mary Meninga requested additional time to provide comments and questions. Chair Dresser allowed Ms. Mary Meninga to exceed the five (5) minute time limit and requested Staff to meet with her to answer her additional questions.

Planning and Public Works Staff (Community Development Director Mark Meissner, City Engineer Glenn Gebhardt, and Contract Planner David Niskanen) met with Ms. Mary Meninga on September 21, 2021 via virtual teleconference (Zoom) to answer her additional questions.

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Mary provided a follow-up email to the meeting on September 21, 2021 and the email correspondence is attached to this Staff Report as Attachment 14.

After review and consideration of all information provided, and after taking and considering all public testimony, the Planning Commission voted unanimously (4-0) to adopt the following Resolutions:

1. Resolution No. 21-24, recommending City Council certification of an Initial Study and Mitigated Negative Declaration for the Scannell Properties Industrial Project;
2. Resolution No. 21-25, recommending City Council approval of a General Plan Amendment from SC, Service Commercial to GI, General Industrial and approval of an Ordinance for a Zoning Map Amendment from CS, Service Commercial to IG, General Industrial for the Scannell Properties Industrial Project;
3. Resolution No. 21-26, recommending City Council approval of the Site Plan Review to construct three (3) industrial warehouse buildings totaling 191,160 sq. ft. in size, with amended Conditions of Approval; and
4. Resolution No. 21-27, recommending City Council approval of a Vesting Tentative Parcel Map to subdivide an existing 18.2-acre parcel into four (4) parcels: Parcel 1 is 6.54-acres, Parcel 2 is 5.58-acres, Parcel 3 is 3.50-acres, and Parcel 4 is 2.52-acres, with amended Conditions of Approval.

The above Planning Commission Resolutions are attached to this Staff Report as Attachment 13.

Conditions of Approval

Planning staff routed the project plans on January 13, 2021 and subsequently on March 11, 2021 to the Building Division, Public Works Department, Lathrop-Manteca Fire District, Lathrop Police Services and various non-City agencies to ensure compliance with applicable codes and requirements. As a result, staff developed a consolidated list of conditions. Staff finds that the proposed project has been properly conditioned to meet the City's standards and requirements.

Public Notice

A Notice of Public Hearing was advertised in the Manteca Bulletin on September 23, 2021. Staff also mailed the public hearing notice on September 24, 2021 to notify property owners located within a 300-foot radius from the project site. In addition, the Public Notice was emailed to the City's Public Hearing subscribers on September 23, 2021. The meeting agenda was also posted at our designated posting locations in the City.

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CEQA Review

In accordance with Public Resource Code Section 21000 et. seq. and State CEQA Guidelines Section 15000 et. seq., the City of Lathrop prepared and circulated an Initial Study/Mitigated Negative Declaration for a 20-day public review period beginning August 11, 2021 and ending August 31, 2021, that evaluated the potential environmental effects of the proposed project. It was determined that although the proposed project could have a significant effect on the environment, required mitigation measures will be implemented to reduce these effects to a less than significant level. Mitigation measures are incorporated and included as part of the Conditions of Approval for the project.

The City received eight (8) comments during the 20-day public review period from Adams Broadwell Joseph & Cardozo, Ms. Adriana Lopez, Catholic Charities of the Diocese of Stockton, Ms. Mary Meninga, Pacific Gas & Electric (PGE), San Joaquin Environmental Health Department (SJCEHD), San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP), and San Joaquin Valley Air Pollution Control District (SJVAPCD). The comments and responses to the comments are attached to the Staff Report as Attachment 12.

RECOMMENDATION:

The Planning Commission and staff recommend that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, take the following actions:

1. Hold a Public Hearing; and
2. Adopt a Resolution Adopting the Initial Study and Mitigated Negative Declaration for the Scannell Properties Industrial Project.
3. Adopt a Resolution Approving a General Plan Amendment from SC, Service Commercial to GI, General Industrial.
4. First Reading and Introduce an Ordinance to Approve a Zoning Map Amendment from CS, Service Commercial to IG, General Industrial.
5. Adopt a Resolution Approving the Site Plan Review for the Scannell Properties Industrial Project to Construct Three (3) Industrial Warehouse Buildings Totaling 191,160 sq. ft. in Size.
6. Adopt a Resolution Approving a Vesting Tentative Parcel Map to Subdivide an Existing 18.2-acre Parcel into Four (4) Parcels: Parcel 1 is 6.54-acres, Parcel 2 is 5.58-acres, Parcel 3 is 3.50-acres, and Parcel 4 is 2.52-acres.

FISCAL IMPACT:

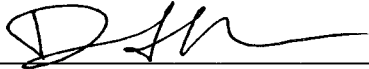
All application processing fees and costs are charged to the applicant. The request has no fiscal impact to the City.

ATTACHMENTS:

1. Resolution Adopting the Initial Study/Mitigated Negative Declaration
2. Resolution Approving the General Plan Amendment from SC, Service Commercial to GI, General Industrial
3. Ordinance to Approve a Zoning Map Amendment from CS, Service Commercial to IG, General Industrial
4. Resolution Approving the Site Plan Review for the Scannell Properties Industrial Project
5. Resolution Approving the Vesting Tentative Parcel Map to Subdivide an Existing 18.2-acre Parcel into Four (4) Parcels.
6. Amended Consolidated Conditions of Approval, dated September 15, 2021
7. Vicinity Map
8. Project Plans (Site Plan, Utility Plans, Landscape Plans, Elevations, Vesting Tentative Parcel Map)
9. Proposed General Plan Amendment and Zoning Map Amendment
10. Transportation Analysis, prepared by Fehr & Peers, dated September 9, 2021
11. Final Initial Study and Mitigated Negative Declaration Insert
12. Comments Received Regarding IS/MND and Responses
13. Planning Commission Resolution #21-24, 21-25, 21-26, and 21-27
14. Mary Meninga Email, dated September 22, 2021 and September 29, 2021

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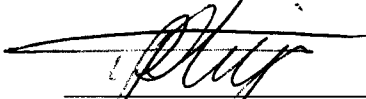
APPROVALS:



David Niskanen
Contract Planner

9/30/2021

Date



Rick Caguiat
Principal Planner

9-30-21

Date



Mark Meissner
Community Development Director

9-30-21


Date



Salvador Navarrete
City Attorney

10.3.2021

Date



Stephen J. Salvatore
City Manager

10.5.21

Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ADOPTING THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE SCANNELL PROPERTIES INDUSTRIAL PROJECT (GPA-20-139, REZ-20-140, SPR-20-141, AND TPM-20-142)

WHEREAS, the subject parcel currently has a Service Commercial (SC) General Plan designation, is located within the Commercial Service (CS) Zoning District; and

WHEREAS, the request is for a General Plan Land Use Map Amendment to General Industrial (GI) and Zoning Map Amendment to General Industrial (IG);

WHEREAS, the request is for a Site Plan Review to construct three (3) new industrial warehouse buildings totaling 191,160 sq. ft. in size. Specifically, Building 1 would be located in the northern portion of the project site and have a building footprint of approximately 70,200 sq. ft. Building 2 would be located in the southwest portion of the site and have a building footprint of approximately 78,400 sq. ft. and Building 3 would be located in the southeast portion of the project site and have a building footprint of approximately 42,560 sq. ft. The proposed buildings include a total of 236 automobile parking spaces, 14 handicap accessible parking spaces and 101 truck trailer parking spaces in addition to the individual building dock doors. The project will include various improvements such as landscaping, lighting, and extension of public utilities. A portion of the site (Parcel 4) is proposed as a stormwater retention basin; and

WHEREAS, the request is for a Vesting Tentative Parcel Map to subdivide the existing 18.2-acre parcel into four (4) parcels: Parcel 1 is 6.54-acres (Building 1), Parcel 2 is 5.58-acres (Building 2), Parcel 3 is 3.50-acres (Building 3), and Parcel 4 is 2.52-acres; and

WHEREAS, the property is located at 1520 Lathrop Road (APN: 198-040-14); and

WHEREAS, notice inviting comments on the Initial Study and Mitigated Negative Declaration was given in compliance with CEQA Guidelines 15072; and

WHEREAS, in accordance with Public Resource Code Section 21000 et. seq. and State CEQA Guidelines Section 15000 et. seq., the City of Lathrop prepared and circulated an Initial Study and Mitigated Negative Declaration for a 20-day public review period beginning August 11, 2021 and ending August 31, 2021, that evaluated the potential environmental effects of the proposed project; and

WHEREAS, on the basis of the whole record before the City Council, which is documented in the project files of the City of Lathrop Community Development Department, it was determined that although the proposed project could have a significant effect on the environment, required mitigation measures will be implemented to reduce these effects to a less than significant level. Mitigation measures are incorporated and included as part of the Conditions of Approval for the project; and

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing on September 15, 2021, to consider the Scannell Properties Industrial Project, including the Initial Study/Mitigated Negative Declaration, and Mitigation Monitoring Reporting Program (MMRP) prepared for the Scannell Properties Industrial Project and after reviewing and considering all information provided and submitted, and after taking and considering all public testimony adopted Resolution No. 21-24 recommending City Council certification of the IS/MND; and

WHEREAS, proper notice of this Public Meeting was given in all respects as required by law including the published legal notice of the hearing in the Manteca Bulletin on or about September 23, 2021; and

WHEREAS, the City Council has utilized its own independent judgment in adopting this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby make the following findings:

Section 1. Notice inviting comments on the Initial Study and Mitigated Negative Declaration was given in compliance with CEQA Guidelines 15072.

Section 2. In accordance with Public Resource Code Section 21000 et. seq. and State CEQA Guidelines Section 15000 et. seq., the City of Lathrop prepared and circulated an Initial Study and Mitigated Negative Declaration for a 20-day public review period beginning August 11, 2021 and ending August 31, 2021, that evaluated the potential environmental effects of the proposed project.

Section 3. On the basis of the whole record before the City Council, which is documented in the project files of the City of Lathrop Community Development Department, it was determined that although the proposed project could have a significant effect on the environment, required mitigation measures will be implemented to reduce these effects to a less than significant level. Mitigation measures are incorporated and included as part of the Conditions of Approval for the project.

BE IT FURTHER 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, hereby adopts the Initial Study and Mitigated Negative Declaration attached and incorporated by reference herein (Attachment 11 of the October 11, 2021 Staff Report), as the appropriate environmental document for the Scannell Properties Industrial Project pursuant to CEQA.

The foregoing resolution was passed and adopted this 11th day of October 2021 by the following vote of the City Council, to wit:

AYES:

NOES:


ABSTAIN:

ABSENT:

SIGNED:

SONNY DHALIWAL, MAYOR

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Teresa Vargas, City Clerk

RESOLUTION NO. 21-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
ADOPTING A GENERAL PLAN LAND USE MAP AMENDMENT FOR THE
SCANNELL PROPERTIES INDUSTRIAL WAREHOUSE (GPA-20-139)**

WHEREAS, Section 65358 of the California Government Code provides for the amendment of all or part of an adopted General Plan; and

WHEREAS, the City has complied with the Government Code (Government Code Section 65300 et. seq.), the current State of California General Plan Guidelines, and the City's applicable ordinances and resolutions with respect to approval of the proposed Scannell Properties Industrial Project General Plan Amendment (GPA); and

WHEREAS, pursuant to Government Code Section 65090, notice of the City Council hearing was published in accordance with State law in at least one newspaper of general circulation within the city of Lathrop at least ten calendar days before the City Council's public hearing; and

WHEREAS, the subject parcel currently has a Service Commercial (SC) General Plan designation, is located within the Commercial Service (CS) Zoning District; and

WHEREAS, the request is for a General Plan Land Use Map Amendment to General Industrial (GI) and Zoning Map Amendment to General Industrial (IG), as shown in Attachment 9 of the City Council Staff Report;

WHEREAS, the request is for a Site Plan Review to construct three (3) new industrial warehouse buildings totaling 191,160 sq. ft. in size. Specifically, Building 1 would be located in the northern portion of the project site and have a building footprint of approximately 70,200 sq. ft. Building 2 would be located in the southwest portion of the site and have a building footprint of approximately 78,400 sq. ft. and Building 3 would be located in the southeast portion of the project site and have a building footprint of approximately 42,560 sq. ft. The proposed buildings include a total of 236 automobile parking spaces, 14 handicap accessible parking spaces and 101 truck trailer parking spaces in addition to the individual building dock doors. The project will include various improvements such as landscaping, lighting, and extension of public utilities. A portion of the site (Parcel 4) is proposed as a stormwater retention basin; and

WHEREAS, the request is for a Vesting Tentative Parcel Map to subdivide the existing 18.2-acre parcel into four (4) parcels: Parcel 1 is 6.54-acres (Building 1), Parcel 2 is 5.58-acres (Building 2), Parcel 3 is 3.50-acres (Building 3), and Parcel 4 is 2.52-acres; and

WHEREAS the property is located at 1520 Lathrop Road (APN: 198-040-14); and

WHEREAS, in accordance with Public Resource Code Section 21000 et. seq. and State CEQA Guidelines Section 15000 et. seq., the City of Lathrop prepared and circulated an Initial Study and Mitigated Negative Declaration for a 20-day public review period beginning August 11, 2021 and ending August 31, 2021, that evaluated the potential environmental effects of the proposed project; and

WHEREAS, on the basis of the whole record before the City Council, which is documented in the project files of the City of Lathrop Community Development Department, there is no substantial evidence that the project will have a significant effect on the environment; and

WHEREAS, the City Council has independently reviewed the information contained in the Initial Study/Negative Declaration for the project and any comments received during the public review period; and

WHEREAS, notice of the proposed GPA was provided pursuant to California Government Code Section 65352.3 and 65352.4 (General Plan review by California Native American tribes). Notice was mailed out to California Native American tribes on a list provided by the California Native American Heritage Commission (NAHC) on March 11, 2021 and March 17, 2021. No California Native American tribe noticed requested consultation with the City in accordance with Senate Bill 18; and

WHEREAS, State Planning Law and the Lathrop Municipal Code require the Planning Commission to provide a recommendation for a General Plan Amendment to the City Council by Resolution; and

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing on September 15, 2021, to consider the proposed General Plan Amendment and after reviewing and considering all information provided and submitted, and after taking and considering all public testimony adopted Resolution No. 21-25 recommending City Council approval of the proposed General Plan Amendment; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law including the published of a legal notice of the hearing in the Manteca Bulletin on or about September 23, 2021 and mailed out to property owners located within a 300-foot radius from the project site on September 24, 2021; and

WHEREAS, the proposed General Plan Land Use Map Amendment will implement the following policies contained in the General Plan in support of industrial land use designations:

a) *"Areas designated for industrial use are intended to take advantage of rail and freeway access"*. Although the project does not have rail access, it is located in proximity to Interstate 5 and Highway 120 via McKinley Avenue, Louise Avenue and Yosemite Avenue. Additionally, the project site is within close proximity to the Union Pacific Intermodal site which this project may benefit from; and

b) *"Areas designated for industrial use are to assure that there will be sufficient long-term availability of industrial land to expand the City's economic base"*. The City has experience a significant increase in demand for manufacturing and distribution due to its location and proximity to interstates, rail, airports and a deep water port; and

c) *"Industrial proposals should be located where possible within an industrial park designed for the accommodation of a community of industries that are compatible in terms of operational characteristics, aesthetics qualities, utility service requirements and street circulation"*. The proposed General Plan land use change to industrial will be compatible and complement the existing adjacent industrial uses. The project has been conditioned to incorporate enhanced architecture elements along Lathrop Road, along with extensive landscaping, truck loading/unloading south of the buildings and away from view from Lathrop Road; and

d) *"Industries are to be developed and operated in such manner as to avoid damage, destruction or degradation of the environment"*. Development of the project has been properly conditioned to minimize impact on the environment. Prior to building permit issuance, the project is required to obtain approvals from various county and state agencies such as: San Joaquin Valley Air Pollution District to mitigate air related impacts, San Joaquin County Multi-Species Habitat Conservation and Open Space Plan to mitigate impacts on biological resources, State Water Resources Control Board to prevent storm water pollution related to construction activities.

WHEREAS, the proposed amendment will be consistent with applicable provisions of the General Plan. The proposed General Plan Land Use Map Amendment to General Industrial and Zoning Map Amendment to General Industrial would provide consistency between the General Plan & Zoning and would further General Plan goals & policies; and

WHEREAS, the City Council finds that the proposed project is consistent with the land use goals and policies the City of Lathrop General Plan, and complies with all applicable provisions and standards of the Zoning Ordinance; and

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

WHEREAS, the City Council has utilized its own independent judgement in adopting this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop hereby make the following findings:

Section 1. This Resolution incorporates, and by this reference makes a part hereof, that certain GPA, as shown in Attachment 9 of the Planning Commission Staff Report, relative to the proposed development of the Scannell Properties Industrial Project on certain real property consisting of approximately 18.2-acres located at 1520 Lathrop Road (APN: 198-040-14).

Section 2. General Plan Amendment Findings. The City Council finds and determines as follows:

1. The proposed GPA would amend the General Plan Land Use Map adopted December 17, 1991, as amended through 2021, to reflect the proposed Scannell Properties Industrial Project land use.
2. The proposed GPA will implement the following Policies contained in the General Plan in support of the proposed land use designation:
 - a. *"Areas designated for industrial use are intended to take advantage of rail and freeway access"*. Although the project does not have rail access, it is located in proximity to Interstate 5 and Highway 120 via McKinley Avenue, Louise Avenue and Yosemite Avenue. Additionally, the project site is within close proximity to the Union Pacific Intermodal site which this project may benefit from; and
 - a) *"Areas designated for industrial use are to assure that there will be sufficient long-term availability of industrial land to expand the City's economic base"*. The City has experienced a significant increase in demand for manufacturing and distribution due to its location and proximity to interstates, rail, airports and a deep water port; and
 - b) *"Industrial proposals should be located where possible within an industrial park designed for the accommodation of a community of industries that are compatible in terms of operational characteristics, aesthetics qualities, utility service requirements and street circulation"*. The proposed General Plan land use change to industrial will be compatible and complement the existing adjacent industrial uses. The project has been conditioned to incorporate enhanced architecture elements along Lathrop Road, along with extensive landscaping, truck loading/unloading south of the buildings and away from view from Lathrop Road.
 - c) *"Industries are to be developed and operated in such manner as to avoid damage, destruction or degradation of the environment"*.

Development of the project has been properly conditioned to minimize impact on the environment. Prior to building permit issuance, the project is required to obtain approvals from various county and state agencies such as: San Joaquin Valley Air Pollution District to mitigate air related impacts, San Joaquin County Multi-Species Habitat Conservation and Open Space Plan to mitigate impacts on biological resources, State Water Resources Control Board to prevent storm water pollution related to construction activities.

Section 3. Upon adoption by the City Council, the Community Development Department is hereby directed to retain said GPA on permanent public display in the Community Development Department of the City of Lathrop.

Section 4. Based on the findings set for in this Resolution, the CEQA Resolution, and evidence in the Staff Report, the City Council hereby adopt the General Plan Amendment, as illustrated and incorporated by reference as Attachment 9 of the City Council Staff Report.

BE IT FURTHER RESOLVED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings, its above findings, including the staff report and associated attachments, and pursuant to its independent review and consideration, does hereby adopt the General Plan Land Use Map Amendment, as illustrated and incorporated by reference as Attachment 9 of the City Council Staff Report.

The foregoing resolution was passed and adopted this 11th day of October 2021 by the following vote of the City Council, to wit:

AYES:

NOES:

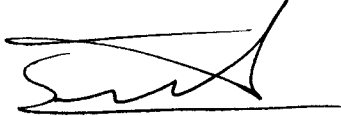
ABSTAIN:

ABSENT:

SIGNED:

SONNY DHALIWAL, MAYOR

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Teresa Vargas, City Clerk

ORDINANCE 21-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING THE ZONING MAP FOR THE SCANNELL PROPERTIES INDUSTRIAL PROJECT (REZ-20-140)

WHEREAS, Chapter 17.124 of the Lathrop Municipal Code provides for the review and recommendation of the City Council on all zoning amendments; and

WHEREAS, pursuant to Government Code Section 65090, notice of the City Council hearing was published in accordance with State law in at least one newspaper of general circulation within the City of Lathrop at least ten calendar days before the City Council's public hearing; and

WHEREAS, the subject parcel currently has a Service Commercial (SC) General Plan designation, is located within the Commercial Service (CS) Zoning District; and

WHEREAS, the request is for a General Plan Land Use Map Amendment to General Industrial (GI) and Zoning Map Amendment to General Industrial (IG);

WHEREAS, the request is for a Site Plan Review to construct three (3) new industrial warehouse buildings totaling 191,160 sq. ft. in size. Specifically, Building 1 would be located in the northern portion of the project site and have a building footprint of approximately 70,200 sq. ft. Building 2 would be located in the southwest portion of the site and have a building footprint of approximately 78,400 sq. ft. and Building 3 would be located in the southeast portion of the project site and have a building footprint of approximately 42,560 sq. ft. The proposed buildings include a total of 236 automobile parking spaces, 14 handicap accessible parking spaces and 101 truck trailer parking spaces in addition to the individual building dock doors. The project will include various improvements such as landscaping, lighting, and extension of public utilities. A portion of the site (Parcel 4) is proposed as a stormwater retention basin; and

WHEREAS, the request is for a Vesting Tentative Parcel Map to subdivide the existing 18.2-acre parcel into four (4) parcels: Parcel 1 is 6.54-acres (Building 1), Parcel 2 is 5.58-acres (Building 2), Parcel 3 is 3.50-acres (Building 3), and Parcel 4 is 2.52-acres; and

WHEREAS the property is located at 1520 Lathrop Road (APN: 198-040-14); and

WHEREAS, in accordance with Public Resource Code Section 21000 et. seq. and State CEQA Guidelines Section 15000 et. seq., the City of Lathrop prepared and circulated an Initial Study and Mitigated Negative Declaration for a 20-day public review period beginning August 11, 2021 and ending August 31, 2021, that evaluated the potential environmental effects of the proposed project; and

WHEREAS, the City Council has independently reviewed the information contained in the Initial Study/Mitigated Negative Declaration for the project and any comments received during the public review period; and

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing on September 15, 2021, to consider the proposed zoning map amendment and after reviewing and considering all public testimony adopted Resolution No. 21-25 recommending City Council approval of the proposed zoning map amendment; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law including the publishing of a legal notice of the hearing in the Manteca Bulletin on or about September 23, 2021 and mailed out to property owners located within a 300-foot radius from the project site on September 24, 2021; 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 the Zoning Map Amendment, as shown in Attachment 9, relative to the proposed development of the Scannell Properties Industrial project on certain real property consisting of approximately 18.2-acres located at 1520 Lathrop Road (APN: 198-040-14) in the City of Lathrop, incorporated by reference herein,

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

Section 1. This Ordinance incorporates, and by this reference makes a part hereof, that certain Zoning Map Amendment, as shown in Attachment 9 of the City Council Staff Report, relative to the proposed development of the Scannell Properties Industrial Project.

Section 2. Zoning Amendment Findings. Pursuant to Chapter 17.124 of the Lathrop Municipal Code, the City Council finds and determines as follows:

1. The proposed Zoning Map Amendment is consistent with the objectives, policies, principles, standards, and general land use as specified in the City's General Plan, as amended by the proposed project. The proposed project is in a location that may take advantage of rail and freeway access, increase the City's availability of industrial land to expand the City's economic base, located in area of the City that can accommodate industrial growth and is compatible with surrounding Service Commercial and Industrial uses, and is properly conditioned to minimize impacts on the environment.

2. The proposed Zoning Map Amendment is consistent with the purposes and objectives of the City of Lathrop zoning ordinance because: (1) the proposed Zoning Map Amendment provide for appropriate industrial development and is consistent with surrounding land uses, including but not limited to Sharpe Army Depot to the north, Con Fab to the east, existing industrial uses to the south, and California Natural Products and UPS Freight to the west; (2) the proposed project promotes safe, effective internal circulation system, adequate off-street parking and truck loading facilities, and landscaping; and (3) the proposed project ensures that new urban expansion is logical, desirable and in conformance with the objectives and policies of the General Plan.

Section 3. Based on the findings set forth in this Ordinance, the CEQA Resolution, and evidence in the Staff Report, the City Council hereby adopts the Ordinance implementing the suggested Zoning Map. The document shall be substantially in the form on file with the City Clerk.

Section 4. 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 5. 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 6. Effective Date. This Ordinance shall take legal effect 30 days from and after the date of its passage.

Section 7. 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 11th day of October 2021, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on _____, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

SONNY DHALIWAL, MAYOR

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A SITE PLAN REVIEW FOR THE PROPOSED SCANNELL PROPERTIES INDUSTRIAL PROJECT (SPR-20-141)

WHEREAS, the City of Lathrop City Council held a duly noticed public meeting to consider the Scannell Properties Industrial Project pursuant to the Lathrop Municipal Code; and

WHEREAS, the subject parcel currently has a Service Commercial (SC) General Plan designation, is located within the Commercial Service (CS) Zoning District; and

WHEREAS, the request is for a General Plan Land Use Map Amendment to General Industrial (GI) and Zoning Map Amendment to General Industrial (IG);

WHEREAS, the request is for a Site Plan Review to construct three (3) new industrial warehouse buildings totaling 191,160 sq. ft. in size. Specifically, Building 1 would be located in the northern portion of the project site and have a building footprint of approximately 70,200 sq. ft. Building 2 would be located in the southwest portion of the site and have a building footprint of approximately 78,400 sq. ft. and Building 3 would be located in the southeast portion of the project site and have a building footprint of approximately 42,560 sq. ft. The proposed buildings include a total of 236 automobile parking spaces, 14 handicap accessible parking spaces and 101 truck trailer parking spaces in addition to the individual building dock doors. The project will include various improvements such as landscaping, lighting, and extension of public utilities. A portion of the site (Parcel 4) is proposed as a stormwater retention basin; and

WHEREAS, the request is for a Vesting Tentative Parcel Map to subdivide the existing 18.2-acre parcel into four (4) parcels: Parcel 1 is 6.54-acres (Building 1), Parcel 2 is 5.58-acres (Building 2), Parcel 3 is 3.50-acres (Building 3), and Parcel 4 is 2.52-acres; and

WHEREAS the property is located at 1520 Lathrop Road (APN: 198-040-14); and

WHEREAS, in accordance with Public Resource Code Section 21000 et. seq. and State CEQA Guidelines Section 15000 et. seq., the City of Lathrop prepared and circulated an Initial Study and Mitigated Negative Declaration for a 20-day public review period beginning August 11, 2021 and ending August 31, 2021, that evaluated the potential environmental effects of the proposed project; and

WHEREAS, on the basis of the whole record before the City Council, which is documented in the project files of the City of Lathrop Community Development Department, it was determined that although the proposed project could have a significant effect on the environment, required mitigation measures will be implemented to reduce these effects to a less than significant level. Mitigation measures are incorporated and included as part of the Conditions of Approval for the project; and

WHEREAS, the proposed project meets all setback, parking, landscaping and lot coverage and setback requirements of the Lathrop Municipal Code; and

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing on September 15, 2021, to consider the proposed Site Plan Review and after reviewing and considering all information provided and submitted, and after taking and considering all public testimony adopted Resolution No. 21-26 recommending City Council approval of the proposed Site Plan Review; and

WHEREAS, property notice of this public hearing was given in all respects as required by law including publishing of a legal notice of the hearing in the Manteca Bulletin on or about September 23, 2021 and mailed out to property owners located within a 300-foot radius from the project site on September 24, 2021 and

WHEREAS, the City Council has utilized its own independent judgment in adopting this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lathrop does hereby make the following findings:

1. Site Plan Review Findings. Pursuant to Section 17.100.050 of the Lathrop Municipal Code (LMC), the City Council finds as follows:
 - a. The proposed Site Plan Review complies with all applicable provisions of Chapter 17.100;
 - b. The proposed Site Plan Review is consistent with the site improvements listed in Chapter 17.100 (a. through i.) and improvements are such that traffic congestion is avoided and pedestrian and vehicular safety and welfare are protected and there will not be adverse effects on surrounding properties;
 - c. Proposed lighting for the project area is so arranged as to deflect away from adjoining properties; and
 - d. The proposed Site Plan Review is compatible with surrounding land uses and will not be detrimental to the health, safety and general welfare of the City.
2. The City Council finds that the proposed project is consistent with the General Industrial land use goals and policies the City of Lathrop General Plan, and will comply with the requirements of the Zoning Ordinance and design standards of the Lathrop Municipal Code upon development, as conditioned.

3. The City Council finds that the requirements and conditions of this resolution are reasonable in preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general, and the persons who work in or visit the development in particular.
4. The City Council finds that although the proposed project could have a significant effect on the environment, required mitigation measures will be implemented to reduce these effects to a less than significant level. Mitigation measures are incorporated and included as part of the Conditions of Approval for the project.

BE IT FURTHER 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 Site Plan Review No. SPR-20-141, subject to the amended Conditions of Approval listed as Attachment #6 of the September 15, 2021 Staff Report, incorporated by reference herein.

The foregoing resolution was passed and adopted this 11th day of October 2021 by the following vote of the City Council, to wit:

AYES:

NOES:

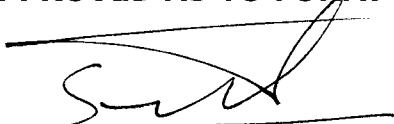
ABSTAIN:

ABSENT:

SIGNED:

SONNY DHALIWAL, MAYOR

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Teresa Vargas, City Clerk

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE THE VESTING TENTATIVE PARCEL MAP FOR THE SCANNELL PROPERTIES INDUSTRIAL PROJECT (TPM-20-142)

WHEREAS, the City of Lathrop City Council held a duly noticed public meeting to consider the Scannell Properties Industrial Project pursuant to the Lathrop Municipal Code; and

WHEREAS, the subject parcel currently has a Service Commercial (SC) General Plan designation, is located within the Commercial Service (CS) Zoning District; and

WHEREAS, the request is for a General Plan Land Use Map Amendment to General Industrial (GI) and Zoning Map Amendment to General Industrial (IG);

WHEREAS, the request is for a Site Plan Review to construct three (3) new industrial warehouse buildings totaling 191,160 sq. ft. in size. Specifically, Building 1 would be located in the northern portion of the project site and have a building footprint of approximately 70,200 sq. ft. Building 2 would be located in the southwest portion of the site and have a building footprint of approximately 78,400 sq. ft. and Building 3 would be located in the southeast portion of the project site and have a building footprint of approximately 42,560 sq. ft. The proposed buildings include a total of 236 automobile parking spaces, 14 handicap accessible parking spaces and 101 truck trailer parking spaces in addition to the individual building dock doors. The project will include various improvements such as landscaping, lighting, and extension of public utilities. A portion of the site (Parcel 4) is proposed as a stormwater retention basin; and

WHEREAS, the request is for a Vesting Tentative Parcel Map to subdivide the existing 18.2-acre parcel into four (4) parcels: Parcel 1 is 6.54-acres (Building 1), Parcel 2 is 5.58-acres (Building 2), Parcel 3 is 3.50-acres (Building 3), and Parcel 4 is 2.52-acres; and

WHEREAS the property is located at 1520 Lathrop Road (APN: 198-040-14); and

WHEREAS, in accordance with Public Resource Code Section 21000 et. seq. and State CEQA Guidelines Section 15000 et. seq., the City of Lathrop prepared and circulated an Initial Study and Mitigated Negative Declaration for a 20-day public review period beginning August 11, 2021 and ending August 31, 2021, that evaluated the potential environmental effects of the proposed project; and

WHEREAS, on the basis of the whole record before the City Council, which is documented in the project files of the City of Lathrop Community Development Department, it was determined that although the proposed project could have a significant effect on the environment, required mitigation measures will be implemented to reduce these effects to a less than significant level. Mitigation measures are incorporated and included as part of the Conditions of Approval for the project; and

WHEREAS, by Adopting Resolution No. 21-4923 based on substantial evidence in the record, City Council, acting as the lead agency, adopted Adequate Progress Findings toward providing a 200-year Urban Level of Flood Protection in the Reclamation District 17 basin by the year 2028; and

WHEREAS, the City Council finds that the proposed project is consistent with the General Industrial land use goals and policies the City of Lathrop General Plan, and also consistent with the City's Subdivision Ordinance and the State Subdivision Map Act; and

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing on September 15, 2021, to consider the proposed Vesting Tentative Parcel Map and after reviewing and considering all information provided and submitted, and after taking and considering all public testimony adopted Resolution No. 21-27 recommending City Council approval of the proposed Vesting Tentative Parcel Map; and

WHEREAS, the City Council finds that the requirements and conditions of this resolution are reasonable in preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general, and the persons who work in or visit the development in particular; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law including the publishing of a legal notice of the hearing in the Manteca Bulletin on or about September 23, 2021 and mailed out to property owners located within a 300-foot radius from the project site on September 24, 2021; and

WHEREAS, the City Council utilized its own independent judgement in adopting this Resolution.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Lathrop does hereby make the following findings:

Section 1. Vesting Tentative Parcel Map Findings. The City Council finds and determines as follows:

1. *The proposed map is consistent with the General Plan.* The proposed map implements the land use objectives in the Lathrop General Plan, as amended by the Scannell Properties Industrial Project GPA.

2. *The design or improvements of the proposed subdivision are consistent with the General Plan.* As conditioned, the design of the map and proposed utility and improvements are consistent with the requirements of the General Plan. All required improvements are conditioned to comply with the City's standards and specifications.
3. *The site is physically suitable for the proposed industrial development.* The proposed General Plan Amendment would designate the site as General Industrial land use in the General Plan. The applicant and staff have worked closely to ensure the map and its conditions of approval address public infrastructure, public services and phase for the development of the project.
4. *The site is physically suitable for the proposed density of development.* The Lathrop General Plan identifies the project area to allow for a broad range of use types such as manufacturing, warehouse, distribution and related industrial type uses. Development of the site meets the requirements set forth in the Lathrop Municipal Code Development Standards.
5. *The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially injure fish or wildlife or their habitat.* The development of the Scannell Properties Industrial Project would involve a range of potentially significant environmental effects, including effects on plant, fish and wildlife species or their habitat. These potential effects were explored in detail, and available mitigations were identified in the Initial Study and Mitigated Negative Declaration.

It was determined that although the proposed project could have a significant effect on the environment, required mitigation measures will be implemented to reduce these effects to a less than significant level. Mitigation measures are incorporated and included as part of the Conditions of Approval for the project.

6. *The design of the subdivision or type of improvements will not cause serious public health problems.* The development of the Scannell Properties Industrial Project would involve a range of potentially significant effects on public health and safety. These potential effects were explored in detail, and available mitigations were identified in the Initial Study and Mitigated Negative Declaration. It was determined that although the proposed project could have a significant effect on the environment, required mitigation measures will be implemented to reduce these effects to a less than significant level. Mitigation measures are incorporated and included as part of the Conditions of Approval for the project.
7. *The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.* The design of the subdivision does not conflict with any public easements for access through or use of property within the subdivision.

Conditions of approval are included to dedicate land, right of way and to provide easements where necessary for public access, utilities, and infrastructure.

Section 2. Based on the findings set forth in this Resolution, the CEQA Resolution, and the evidence in the Staff Report, the City Council hereby approves the Vesting Tentative Parcel Map, dated April 2021, for the Scannell Properties Industrial Project subject to the conditions referenced as Attachment 6 of the City Council Staff Report. This document shall be substantially in the form on file with the City Clerk.

BE IT FURTHER RESOLVED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings, its findings above and pursuant to its independent review and consideration, does hereby approve Vesting Tentative Parcel Map No. TPM-20-142, subject to the amended Conditions of Approval listed as Attachment #6 of the September 15, 2021 Staff Report, incorporated by reference herein.

The foregoing resolution was passed and adopted this 11th day of October 2021 by the following vote of the City Council, to wit:

AYES:

NOES:

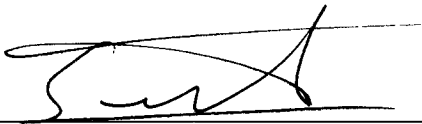
ABSTAIN:

ABSENT:

SIGNED:

SONNY DHALIWAL, MAYOR

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Teresa Vargas, City Clerk

Community Development Department – Planning Division

Amended Consolidated Conditions of Approval

September 15, 2021

Project Name: Scannell Properties Industrial Project
File Number: General Plan Amendment No. GPA-20-139
Rezone No. REZ-20-140
Site Plan Review No. SPR-20-141
Tentative Parcel Map No. TPM-20-142
Project Address: 1520 Lathrop Road (APN: 198-040-14)

The following list of conditions shall be incorporated into the final construction plans and development phases of the project. The list of conditions are not intended to be all-inclusive or a comprehensive listing of all City or district regulations. Please note that additional comments and/or conditions may be added pending the response to the comments noted below and or changes to the proposed project.

Approval of this project authorizes the construction of three (3) new industrial warehouse buildings totaling 191,160 sq. ft. in size. Specifically, Building 1 would be located in the northern portion of the project site and have a building footprint of approximately 70,200 sq. ft. Building 2 would be located in the southwest portion of the site and have a building footprint of approximately 78,400 sq. ft. and Building 3 would be located in the southeast portion of the project site and have a building footprint of approximately 42,560 sq. ft. The Vesting Tentative Parcel Map would subdivide an existing 18.2-acre parcel into four (4) parcels: Parcel 1 is 6.54-acres (Building 1), Parcel 2 is 5.58-acres (Building 2), Parcel 3 is 3.50-acres (Building 3) and Parcel 4 is 2.52-acres. The proposed buildings include a total of 236 automobile parking spaces, 14 handicap accessible parking spaces and 101 truck trailer parking spaces in addition to the individual building dock doors. The project will include various improvements such as landscaping, lighting, and extension of public utilities. A portion of the site (Parcel 4) is proposed as a stormwater retention basin.

CEQA DETERMINATION

An Initial Study and Mitigated Negative Declaration (IS/MND) was prepared for the Scannell Properties Industrial Project to disclose potential significant environmental effects of the proposed project and identify feasible mitigation measures that would reduce the potential significant environmental effects to a less than significant level. The IS/MND was prepared in compliance with the California Environmental Quality Act (CEQA).

PLANNING

1. The project is subject to and shall comply with the applicable Mitigation Monitoring and Reporting Program (MMRP) resulting from the Scannell Properties Industrial Project Initial Study/Mitigated Negative Declaration, (attached).

2. No heavy vehicles (CA Legal and STAA trucks) shall be permitted on Lathrop Road west of McKinley Avenue, as directed by City Council at their meeting of September 13, 2021, unless this restriction is modified by City Council.
3. Prior to any ground disturbance, the developer shall consult with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) for biological coverage, mitigation and participation in the plan. Participation in the SJMSCP satisfies requirements of both the State and Federal endangered species acts, and ensures that the impacts are mitigated below a level of significance in compliance with the California Environmental Quality Act (CEQA).
4. The applicant shall coordinate with the San Joaquin Valley Air Pollution Control District to comply with District rules and regulations including but not limited to Rule 9510, Indirect Source Review. The applicant shall provide proof of compliance prior to building permit issuance.
5. The project shall comply with all applicable site development provisions contained in the Lathrop Municipal Code including but not limited to parking, lighting, landscaping, etc.
6. The applicant shall submit appropriate plans to the Community Development Department for plan check and building permit. Final site plan, elevation, landscaping and irrigation, exterior lighting and site improvement plans and details, etc. shall be reviewed and approved by the Planning Division. Any significant change or modification to the approved plan is subject to review and approval by the Community Development Director.
7. Landscaping and irrigation must be consistent with the City's Water Conservation Requirements (LMC 17.92.060) and the State Water Efficient Landscape Ordinance (AB 1881). Provide a water efficient landscape worksheet with water budget calculations identifying the water allowance and estimated water use.
8. The entire site including landscaping areas shall be maintained in a healthy, weed free condition.
9. If proposed, trash enclosure(s) shall include but not be limited to a covered roof, metal gate and have three solid walls. Details and/or alternative designs or location shall be subject to review and approval of the Planning, Building and Public Works Department. The trash enclosure design, material and color shall match or compliment the main building.
10. Any building or parking area lighting including security lighting, shall be arranged to not cast light onto adjoining properties.
11. A final site lighting photometric plan with detailed specifications of all lighting fixtures, poles, and wall packs as well as a manufacturer's catalogue sheet containing photometric data, shall be submitted with Building Permits for City review and approval. Parking lots, driveways, trash enclosure/areas shall be illuminated during the hours of darkness with a minimum maintained one foot-candle of light and an average not to exceed four foot-candles of light. The illumination shall not exceed ten (10) foot-candles in any one location.
12. No signs are approved for this project. Sign Permits for any exterior signs shall be submitted to the Planning Division for review and approval prior to installation. All signage must be in accordance with the applicable standards of the Lathrop Municipal Code.
13. Bicycle parking shall be installed consistent with Chapter 17.76.120 of the LMC.
14. Roof-mounted mechanical equipment shall be screened and not visible from the public right-of-way. Screening materials shall be compatible with the architectural style, materials and color of the building upon which the equipment is located, subject to the approval of the Community Development Director.

15. Ground-mounted equipment that is not require to be visible, shall be screened and not visible from the public right-of-way using the most practical means of screening, such as landscaping, a freestanding wall/fence, matching paint, subject to the approval of the Community Development Director.
16. The Parcel Map shall be in substantial conformance with the approved Tentative Parcel Map, as conditioned, and future development shall be consistent with applicable sections of the Lathrop Municipal Code.
17. The applicant is responsible for contacting all appropriate utility companies to obtain their agreement for extension and/or relocation of services necessary to final the proposed Tentative Parcel Map.
18. Any activity authorized by this Tentative Parcel Map shall constitute acceptance of all of the conditions and obligations imposed by the City on this Tentative Parcel Map. The applicant(s), by said acceptance of these Conditions, waives any challenge as to the validity of these conditions.
19. Unless otherwise specified, all conditions of approval shall be complied with prior to the issuance of any Building Permits.
20. The Tentative Parcel Map shall expire twenty-four (24) months from the date of approval unless a time extension is granted consistent with the policies and procedures of the Lathrop Municipal Code and the Subdivision Map Act.
21. The applicant shall provide a copy of the recorded Parcel Map to create the subject parcel prior to issuance of the building permit.
22. The Site Plan shall expire thirty-six (36) months from the date of approval unless a time extension is granted consistent with the policies and procedure of the Lathrop Municipal Code. Prior to the expiration, a building permit must be issued and construction is commenced and diligently pursued toward completion of the site or structures.
23. The City of Lathrop may conduct annual and or spot inspections to ensure that required site improvements and conditions are being complied with and maintained.

BUILDING

1. All construction shall comply with the most recent adopted City and State building codes:
 - 2019 California Building Code
 - 2019 California Residential Code
 - 2019 California Electrical Code
 - 2019 California Mechanical Code
 - 2019 California Plumbing Code
 - 2019 California Fire Code
 - 2019 California Green Code
2. Special Inspections – As indicated by California Building Code Section 1704, the owner shall employ one or more special inspectors who shall provide special inspections when required by CBC section 1704. Please contact the Building Division at time of plan submittal to obtain application for special inspections.

3. The Title Sheet of the plans shall include:

Occupancy Group	Type of Construction
Occupant Load	Height of Building
Description of Use	Floor area of building(s) and/or occupancy group
4. School impact fees shall be paid prior to permit issuance.
5. Dimensioned building setbacks and property lines, street centerlines and between buildings or other structures shall be designed on the site plan.
6. All property lines and easements must be shown on the site plan. A statement that such lines and easements are shown is required.
7. The project design will conform with energy conservation measures articulated in Title 24 of the California Code of Regulations and address measures to reduce energy consumption such as flow restrictors for toilets, low consumptions light fixtures, and insulation and shall use to the extent feasible draught landscaping.
8. A design professional will be required at time of construction drawings, to prepare plans for proposed improvements per the Business and Professions' Code.
9. Public and private site improvements shall be designed in accordance with the Americans with Disabilities Act and Chapter 11B of the California Building Code. Site plan shall include a site accessibility plan identifying exterior routes of travel and detailing running slope, cross slope, width, pedestrian ramp, curb ramps, handrails, signage and truncated domes. Path of travel shall be provided from the public right of way and accessible parking to building. The design professional shall ensure that the site accessibility plan is compliance with the latest Federal and State regulations.
10. A site accessibility plan shall be required as the attached policy from the link below. https://www.ci.lathrop.ca.us/sites/default/files/fileattachments/building_division/page/1651/site_accessibility_plan_requirements_3-17-20.pdf

PUBLIC WORKS

1. Wastewater

- a. Applicant shall be required to connect to the City sewer system prior to certificate of occupancy for the first building within the project.
- b. The wastewater will be treated at the Manteca Wastewater Quality Control Facility (MWQCF) and capacity is available for purchase. The total developed parcel acreage is 15.60, applying a factor of 355 gallons per day/acre per City Standard for industrial use, the development will require 5,538 gallons per day of wastewater capacity, equivalent to 23.075 ISUs. The cost per ISU for the MWQCF can be found in the City Master Fee Schedule.
- c. The sewer main shall be connected to the City force main located at Lathrop Road and McKinley Avenue.

2. Potable Water

- a. Applicant shall be required to connect to the water utility for domestic supply and pay all applicable connection fees. Any groundwater wells on site shall be abandoned under a permit from San Joaquin County prior to connecting potable water to the site.

- b. The total gross parcel acreage is 18.15, applying a factor of 926 gallons per day/acre per the City Standard for industrial use, the development will require 16,807 gallons per day of water capacity. The City has sufficient water capacity to sell at the cost shown in the City Master Fee Schedule.

3. Storm Drain

- a. There is no storm drain utility available at this time. All storm water shall be retained onsite in a retention pond sized per the City of Lathrop Design and Construction Standards.
- b. When the storm drain utility becomes available the site shall be required to connect to the storm drain utility. The applicant shall pay into the storm drain capital facility fee for future improvement and enter into a Deferred Frontage Improvement Agreement (DFIA) for the future connection to the storm system once available.
- c. Storm drain basin shall comply with City standards. Maximum side slope shall be 3:1 and the access road should be sloped away from the basin so the storm water can be concentrated on an entrance to the basin with erosion control.

4. Storm Water – Construction

- a. Project is greater than one acre, applicant shall complete a SWPPP, obtain a WDID number and list the number on the improvement plans, and submit the SWPPP to the City for review and approval.

5. Solid Waste

- a. Applicant shall install a trash enclosure with three solid walls, the fourth wall with a gate and a roof. Trash enclosure will require a man door. A sewer drain in the enclosure is not required as the use is industrial/warehousing.

6. Frontage Improvements

- a. Applicant shall dedicate right-of-way and public utility easement as necessary.
- b. Applicant shall move all existing overhead utilities less than 34.5 kVA underground with the frontage of the proposed development.
- c. Most of the frontage improvements have been installed by the City with the Lathrop Road UPRR overcrossing project. Applicant shall reimburse City for these frontage improvements.
- d. Applicant shall complete all offsite work under a Subdivision Improvement Agreement or Encroachment Permit included the addition of driveways and any items that need to be completed include but not limited to sidewalk, curb, gutter, paving, signing, striping and fire hydrants.

7. Access

- a. The proposed “D” Street access driveway crosses the SSJID parcel. An easement from SSJID is required prior to Building Permit issuance.

8. Parcel

- a. Applicant shall start the reverter process in order to gain ownership of the subject parcel. The reverter process shall be complete prior to approval of the first Parcel Map or issuance of the first Building Permit, whichever occurs first.

9. General Comments

- a. Applicant shall retain the services of a California licensed civil engineer to design the utility plans for sewer, water storm drain lines and systems.
- b. Applicant shall ensure that all off-site and on-site improvements comply with City Standards.
- c. The parking areas and drive isles on site shall be paved with asphalt concrete.
- d. Hydrology and hydraulic calculations and plans for on-site storm water system shall be submitted to the City for review and approval.
- e. The Applicant shall execute a maintenance agreement for all onsite storm water quality treatment devices, swales and/or ponds.
- f. Applicant shall install as part of their onsite improvement all necessary Best Management Practices (BMP's) for post construction in accordance with City guidelines and standards. The BMP's must be in place prior to final occupancy.
- g. Any driveway access to Lathrop Road shall be right-in right-out only.
- h. Applicant shall pay all appropriate fees including but not limited to Levee Impact Fee, Capital Facilities Fees, and Plan Check and Inspection Fees.
- i. A geotechnical report shall be submitted for the project, which includes groundwater elevations, percolation rates for retention basins, soil compaction requirements, and recommendations for asphalt paving.
- j. Grading and other construction activities that may cause dust shall be watered to control dust at the City Engineer's direction. A water vehicle shall be available for dust control operations at all times during grading operations. The adjacent public street shall be kept free and clean of any project dirt, mud, materials, and debris.
- k. The Applicant shall pay their fair share equal to 25% of the total cost of a traffic signal at the intersection of Lathrop Road and "D" Street, per the Transportation Analysis, dated September 9, 2021. The Applicant may install the traffic signal and associated improvements at their cost with the ability to be reimbursed in the future for the amount in excess of their fair share. Payment of the fair share shall occur prior to the approval of the first parcel map or issuance of the first building permit, whichever occurs first.

LATHROP-MANTECA FIRE DISTRICT (LMFD)

1. The project must conform to the appropriate edition of the California Fire Code (currently the 2019 edition) and all related standards.
2. Permits shall be obtained from the fire code official. Permit(s) and fees, shall be paid prior to issuance of any and/or all permits. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire code official. (Permits are to be renewed on an annual basis).
3. Approved automatic sprinkler systems shall be provided as required in 2019 California Fire Code §903.2. Tenant/Occupant/Owner shall have the responsibility to ensure that the correct fire suppression system is added/modified/tested and accepted by the (AHJ) Fire District. Fire suppression system plans shall be modified under separate fire permit and shall be submitted by a licensed contractor, to the (LMFD) Fire District for review and approval prior to modification. Deferred submittal accepted.

4. An approved fire alarm system shall be installed in accordance with 2019 CFC §907.2 and 2019 NFPA 72.
5. Fire Department Development Fees for all new buildings must be paid in accordance with the City of Lathrop's Ordinance and Resolutions adopting the fee schedule.
6. An approved Fire Flow test shall be conducted prior to ground breaking to determine the allowable Fire Fighting capabilities for the site.
7. An approved water supply for fire protection, either temporary or permanent, shall be made available prior to commencing construction beyond the foundation stage, or as soon as combustible material arrives on the site.
8. Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet (30 480 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.
9. The Fire Department Fire Access Roads shall meet the requirements established by the San Joaquin County Fire Chief's Association.
10. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, a key box is required to be installed in an approved location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official. In addition to key box(es), any automatic gates shall have Opticom access ability to provide necessary access for emergency apparatus.
11. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
12. Other fire & life safety requirements may be required at time of building plan review.
13. Final approval is subject to field inspections. Minimum 48 to 72-hour notice required prior to any life-safety fire inspections. Other conditions may apply at time of inspections and are subject to correction.

LATHROP POLICE SERVICES (LPS)

1. Prior to occupancy, the applicant shall install roof top address, subject to review and approval by LPS. The numbers shall be at least 3' tall, 2' wide, 9" apart, with 6" brush stroke with a color that contrast the roof top. The number shall be oriented to be read from west to east.
2. Applicant shall install dedicated lights in the parking lot that are properly maintained.
3. Applicant shall install recording security camera system that is maintained and accessible to LPS with camera views covering all ingress and egress to buildings and parking areas.
4. Landscaping shall conform to standard CPTED measurements:
 - a. Maintain natural visible surveillance to building from parking lot and street.
 - b. Plants taller than 8 feet shall be trimmed up 4 feet from ground.
 - c. Plants under 8 feet shall be trimmed to allow ground level surveillance.

ADMINISTRATIVE SERVICES

1. By exercising this approval, the applicant hereby agrees to indemnify, hold harmless and defend the City, its officers, agents, elected and appointed officials, and employees, from any and all liability or claims that may be brought against the City arising out of its approval of this General Plan Amendment, Rezone, Site Plan Review, and Tentative Parcel Map to the fullest extent permitted by law.

SAN JOAQUIN COUNTY ENVIRONMENTAL HEALTH DEPARTMENT

See attached memo dated March 16, 2021.

SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT CONSERVATION & OPEN SPACE PLAN

See attached memo dated February 5, 2021.




Environmental Health Department

Jasjit Kang, REHS, Director
Muniappa Naidu, REHS, Assistant Director

PROGRAM COORDINATORS
Robert McClellon, REHS
Jeff Carruesco, REHS, RDI
Willy Ng, REHS
Melissa Nissim, REHS
Steven Shih, REHS

March 16, 2021

To: City of Lathrop Community Development Department
Attention: David Niskanen

From: Naseem Ahmed; 209-616-3018
Senior Registered Environmental Health Specialist 

RE: **Scannell Lathrop (GPA-20-139, REZ-20-140, SPR-20-141, and TPM-20-142)**

The San Joaquin County Environmental Health Department (EHD) is supportive of this project in regards to the provision of full public services. The EHD requests the following comments be added to the above project for consideration:

1. Any existing wells or septic systems to be abandoned shall be destroyed under permit and inspection by the EHD (San Joaquin County Development Title, Section 9-1110.3 & 9-1110.4).
2. Any geotechnical drilling shall be conducted under permit and inspection by The Environmental Health Department (San Joaquin County Development Title, Section 9-1115.3 and 9-1115.6).
3. Before any hazardous materials/waste can be stored or used onsite, the owner/operator must report the use or storage of these hazardous materials to the California Environmental Reporting System (CERS) at cers.calepa.ca.gov/ and comply with the laws and regulations for the programs listed below (based on quantity of hazardous material in some cases). The applicant may contact the Program Coordinator of the CUPA program, Melissa Nissim (209) 468-3168, with any questions.
 - a. Any amount but not limited to the following hazardous waste; hazardous material spills, used oil, used oil filters, used oil-contaminated absorbent/debris, waste antifreeze, used batteries or other universal waste, etc. – **Hazardous Waste Program** (Health & Safety Code (HSC) Sections 25404 & 25180 et sec.)
 - b. Onsite treatment of hazardous waste – **Hazardous Waste Treatment Tiered Permitting Program** (HSC Sections 25404 & 25200 et sec. & California Code of Regulations (CCR), Title 22, Section 67450.1 et sec.)
 - c. Reportable quantities of hazardous materials-reportable quantities are 55 gallons or more of liquids, 500 pounds for solids, or 200 cubic feet for compressed gases, with some exceptions. Carbon dioxide is a regulated substance and is required to be reported as a hazardous material if storing 1,200 cubic feet (137 pounds) or more onsite in San Joaquin County – **Hazardous Materials Business Plan Program** (HSC Sections 25508 & 25500 et sec.)
 - d. Any amount of hazardous material stored in an Underground Storage Tank – **Underground Storage Tank Program** (HSC Sections 25286 & 25280 et sec.)
 - i. If an underground storage tank (UST) system will be installed, a permit is required to be submitted to, and approved by, the San Joaquin County Environmental Health Department (EHD) before any UST installation work can begin.

- ii. Additionally, an EHD UST permit to operate is required once the approved UST system is installed.
- e. Storage of at least 1,320 gallons of petroleum aboveground or any amount of petroleum stored below grade in a vault – **Aboveground Petroleum Storage Program** (HSC Sections 25270.6 & 25270 et sec.)
 - i. **Spill Prevention, Countermeasures and Control (SPCC) Plan requirement**
 - f. Threshold quantities of regulated substances stored onsite - **California Accidental Release Prevention (CalARP) Program** (Title 19, Section 2735.4 & HSC Section 25531 et sec.)
 - i. **Risk Management Plan requirement for covered processes**

If you have any questions, please call Naseem Ahmed, Senior REHS, at nahmed@sjgov.org or (209) 616-3018.

Steven Shih, REHS
Program Coordinator



S J C O G, 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)

**SJMSCP RESPONSE TO LOCAL JURISDICTION (RTLJ)
ADVISORY AGENCY NOTICE TO SJCOG, Inc.**

To: David Niskanen, City of Lathrop, Community Development Department

From: Laurel Boyd, SJCOG, Inc.

Date: February 5, 2021

-Local Jurisdiction Project Title: Scannell Lathrop (GPA-20-139; REZ-20-141; and TPM-20-142)

Assessor Parcel Number(s): 198-040-14

Local Jurisdiction Project Number: GPA-20-139; REZ-20-141; and TPM-20-142

Total Acres to be converted from Open Space Use: Unknown

Habitat Types to be Disturbed: Urban Habitat Land

Species Impact Findings: Findings to be determined by SJMSCP biologist.

Dear Mr. Niskanen:

SJCOG, Inc. has reviewed the project referral for the Scannell Lathrop Project. This project consists of a:

- General Plan Amendment (GPA) – Modify the General Plan Land Use Designation from SC (Service Commercial) to GI (General Industrial); and
- Rezone (REZ) – Modify the Zoning District from SC (Service Commercial) to GI (General Industrial); and
- Tentative Parcel Map (TPM) – Subdivide the 18.15 acre parcel into four (4) parcels. The size the subdivided parcels are as follows: Parcel 1 – 6.55 acres; Parcel 2 – 5.58 acres; Parcel 3 – 3.47 acres and Parcel 4 – 2.55 acres.
- Site Plan Review (SPR) – Development of three (3) industrial warehouse/distribution buildings on three (3) parcels. Off street parking is provided for automobiles and commercial truck trailers. Additionally, each building includes dock doors for operation of the distribution business. The project also proposes to construct an on-site stormwater retention basin (Parcel 4) to service the entire development and to construct an on-site sewer pump station with a force main that will extend off-site and connect to the existing service.

The project site is located at 1520 Lathrop Road, Lathrop (APN: 198-040-14).

The City of Lathrop is a signatory to San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). Participation in the SJMSCP satisfies requirements of both the state and federal endangered species acts, and ensures that the impacts are mitigated below a level of significance in compliance with the California Environmental Quality Act (CEQA). The LOCAL JURISDICTION retains responsibility for ensuring that the appropriate Incidental Take Minimization Measure are properly implemented and monitored and that appropriate fees are paid in compliance with the SJMSCP. Although participation in the SJMSCP is voluntary, Local Jurisdiction/Lead Agencies should be aware that if project applicants choose against participating in the SJMSCP, they will be required to provide alternative mitigation in an amount and kind equal to that provided in the SJMSCP.

This Project is subject to the SJMSCP. This can be up to a 30 day process and it is recommended that the project applicant contact SJMSCP staff as early as possible. It is also recommended that the project applicant obtain an information package. <http://www.sjco.org>

Please contact SJMSCP staff regarding completing the following steps to satisfy SJMSCP requirements:

- Schedule a SJMSCP Biologist to perform a pre-construction survey ***prior to any ground disturbance***
- SJMSCP Incidental take Minimization Measures and mitigation requirement:
 1. Incidental Take Minimization Measures (ITMMs) will be issued to the project and must be signed by the project applicant prior to any ground disturbance but no later than six (6) months from receipt of the ITMMs. If ITMMs are not signed within six months, the applicant must reapply for SJMSCP Coverage. Upon receipt of signed ITMMs from project applicant, SJCOG, Inc. staff will sign the ITMMs. This is the effective date of the ITMMs.

2 | SJCOG, Inc.

2. Under no circumstance shall ground disturbance occur without compliance and satisfaction of the ITMMs
3. Upon issuance of fully executed ITMMs and prior to any ground disturbance, the project applicant must
 - a. Post a bond for payment of the applicable SJMSCP fee covering the entirety of the project acreage being covered (the bond should be valid for no longer than a 6 month period), or
 - b. Pay the appropriate SJMSCP fee for the entirety of the project acreage being covered, or
 - c. Dedicate land in-lieu of fees, either as conservation easements or fee title, or
 - d. Purchase approved mitigation bank credits
4. Within 6 months from the effective date of the ITMMs or issuance of a building permit, whichever occurs first, the project applicant must
 - a. Pay the appropriate SJMSCP for the entirety of the project acreage being covered, or
 - b. Dedicate land in-lieu of fees, either as conservation easements or fee title, or
 - c. Purchase approved mitigation bank credits.

Failure to satisfy the obligations of the mitigation fee shall subject the bond to be called.

- Receive your Certificate of Payment and release the required permit

It should be noted that if this project has any potential impacts to waters of the United States [pursuant to Section 404 Clean Water Act], it would require the project to seek voluntary coverage through the unmapped process under the SJMSCP which could take up to 90 days. It may be prudent to obtain a preliminary wetlands map from a qualified consultant. If waters of the United States are confirmed on the project site, the Corps and the Regional Water Quality Control Board (RWQCB) would have regulatory authority over those mapped areas [pursuant to Section 404 and 401 of the Clean Water Act respectively] and permits would be required from each of these resource agencies prior to grading the project site.

If you have any questions, please call (209) 235-0600.



S J C O G , I n c .

San Joaquin County Multi-Species Habitat Conservation & Open Space Plan

555 East Weber Avenue • Stockton, CA 95202 • (209) 235-0600 • FAX (209) 235-0438

SJMSCP HOLD

TO: Local Jurisdiction: Community Development Department, Planning Department, Building Department, Engineering Department, Survey Department, Transportation Department, Other: _____

FROM: Laurel Boyd, SJCOG, Inc.

**DO NOT AUTHORIZE SITE DISTURBANCE
DO NOT ISSUE A BUILDING PERMIT
DO NOT ISSUE _____ FOR THIS PROJECT**

The landowner/developer for this site has requested coverage pursuant to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). In accordance with that agreement, the Applicant has agreed to:

- 1) SJMSCP Incidental Take Minimization Measures and mitigation requirement:
 - 1. Incidental Take Minimization Measures (ITMMs) will be issued to the project and must be signed by the project applicant prior to any ground disturbance but no later than six (6) months from receipt of the ITMMs. If ITMMs are not signed within six months, the applicant must reapply for SJMSCP Coverage. Upon receipt of signed ITMMs from project applicant, SJCOG, Inc. staff will sign the ITMMs. This is the effective date of the ITMMs.
 - 2. Under no circumstance shall ground disturbance occur without compliance and satisfaction of the ITMMs.
 - 3. Upon issuance of fully executed ITMMs and prior to any ground disturbance, the project applicant must:
 - a. Post a bond for payment of the applicable SJMSCP fee covering the entirety of the project acreage being covered (the bond should be valid for no longer than a 6 month period); or
 - b. Pay the appropriate SJMSCP fee for the entirety of the project acreage being covered; or
 - c. Dedicate land in-lieu of fees, either as conservation easements or fee title; or
 - d. Purchase approved mitigation bank credits.
 - 4. Within 6 months from the effective date of the ITMMs or issuance of a building permit, whichever occurs first, the project applicant must:
 - a. Pay the appropriate SJMSCP for the entirety of the project acreage being covered; or
 - b. Dedicate land in-lieu of fees, either as conservation easements or fee title; or
 - c. Purchase approved mitigation bank credits.
- Failure to satisfy the obligations of the mitigation fee shall subject the bond to be called.

Project Title: Scannell Lathrop Project

Assessor Parcel #s: 198-040-14

T _____, R _____, Section(s): _____

Local Jurisdiction Contact: David Niskanen

The LOCAL JURISDICTION retains responsibility for ensuring that the appropriate Incidental Take Minimization Measures are properly implemented and monitored and that appropriate fees are paid in compliance with the SJMSCP.

Scannell Properties Industrial Project
Mitigation Monitoring and Reporting Program (MMRP)

MITIGATION MONITORING AND REPORTING PROGRAM

This document is the Mitigation Monitoring and Reporting Program (MMRP) for the Scannell Properties Industrial Project (project). This MMRP has been prepared pursuant to Section 21081.6 of the California Public Resources Code, which requires public agencies to “adopt a reporting and monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment.” A MMRP is required for the proposed project because the Initial Study / Mitigated Negative Declaration (IS/MND) has identified significant adverse impacts, and measures have been identified to mitigate those impacts.

The numbering of the individual mitigation measures follows the numbering sequence as found in the IS/MND.

MITIGATION MONITORING AND REPORTING PROGRAM

The MMRP, as outlined in the following table, describes mitigation timing, monitoring responsibilities, and compliance verification responsibility for all mitigation measures identified in the IS/MND.

The City of Lathrop will be the primary agency responsible for implementing the mitigation measures and will continue to monitor mitigation measures that are required to be implemented during the operation of the project.

The MMRP is presented in tabular form on the following pages. The components of the MMRP are described briefly below:

- **Mitigation Measures:** The mitigation measures are taken from the IS/MND in the same order that they appear in that document.
- **Mitigation Timing:** Identifies at which stage of the Project mitigation must be completed.
- **Monitoring Responsibility:** Identifies the agency that is responsible for mitigation monitoring.
- **Compliance Verification:** This is a space that is available for the monitor to date and initial when the monitoring or mitigation implementation took place.

MITIGATION MONITORING AND REPORTING PROGRAM

TABLE 1: MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
BIOLOGICAL RESOURCES				
<p>a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?</p>	<p>Mitigation Measure BIO-1: Prior to commencement of any grading activities, the Project applicant shall seek coverage under the SJMSCP to mitigate for habitat impacts to covered special status species. Coverage involves compensation for habitat impacts on covered species through implementation of incidental take and minimization Measures (ITMMs) and payment of fees for conversion of lands that may provide habitat for covered special status species. These fees are used to preserve and/or create habitat in preserves to be managed in perpetuity. Obtaining coverage for a project includes incidental take authorization (permits) under the Endangered Species Act Section 10(a), California Fish and Game Code Section 2081, and the MBTA. Coverage under the SJMSCP would fully mitigate all habitat impacts on covered special-status species.</p> <p>Mitigation Measure BIO-2: Prior to the commencement of grading activities or other ground disturbing activities on the Project site, the Project applicant shall arrange for a qualified biologist to conduct a preconstruction survey for nesting raptors in accordance with SJMSCP requirements. If no nests are detected, then construction activities may commence. If occupied nests are discovered, then the Project applicant shall coordinate with SJCOG regarding the appropriate buffer needed to avoid the particular bird species. If burrowing owl is discovered during the non-breeding season (September 1 through January 31) they should be evicted from the Project site by passive relocation as described in the California Department of Fish and Game's Staff Report on Burrowing Owls (Oct., 1995). Implementation of this mitigation shall occur prior to grading or site clearing activities. SJCOG shall be responsible for monitoring and a qualified biologist shall conduct surveys and relocate owls as required.</p>	<p>City of Lathrop Community Development Department San Joaquin Council of Governments</p>	<p>Prior to commencement of any grading activities</p>	
		<p>City of Lathrop Community Development Department San Joaquin Council of Governments</p>	<p>Prior to commencement of any grading activities or other ground disturbing activities</p>	

MITIGATION MONITORING AND REPORTING PROGRAM

CULTURAL RESOURCES	<p>Mitigation Measure CUL-1: If cultural resources (i.e., prehistoric sites, historic sites, isolated artifacts/features, and paleontological sites) are discovered during construction, work shall be halted immediately within 50 meters (165 feet) of the discovery, the City of Lathrop shall be notified, and a qualified archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology (or a qualified paleontologist in the event paleontological resources are found) shall be retained to determine the significance of the discovery. The City of Lathrop shall consider recommendations presented by the professional for any unanticipated discoveries and shall carry out the measures deemed feasible and appropriate. Such measures may include avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures. Specific measures are developed based on the significance of the find.</p>	City of Lathrop Community Development Department Qualified archaeologist	If cultural resources (i.e., prehistoric sites, historic sites, isolated artifacts / features, and paleontological sites) are discovered during construction
<p>a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?</p> <p>b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?</p>	<p>Mitigation Measure CUL-2: If any human remains are found during grading and construction activities, all work shall be halted immediately within 50 meters (165 feet) of the discovery and the County Coroner must be notified, according to Section 5097.98 of the State Public Resources Code and Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the coroner shall notify the Native American Heritage Commission, and the procedures outlined in CEQA Section 15064.5(d) and (e) shall be followed. Additionally, if the Native American resources are identified, a Native American monitor, following the Guidelines for Monitors/Consultants of Native American Cultural, Religious, and Burial Sites established by the Native American Heritage Commission, may also be required and, if required, shall be retained at the applicant's expense.</p>	San Joaquin County Coroner Native American Heritage Commission	If any human remains are found during grading and construction activities
GEOLOGY AND SOILS	<p>Mitigation Measure GEO-1: Prior to issuance of building permits, the project applicant shall submit a design-level geotechnical study and building plans to the City of Lathrop for review and approval. The building plans shall demonstrate that they incorporate all applicable recommendations of the design-level geotechnical study and comply with all applicable requirements of the most recent version of the California Building Standards Code. A licensed professional engineer shall prepare the plans, including</p>	City of Lathrop Building Division	Prior to the issuance of building permits
<p>a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:</p> <p>iii) Seismic-related ground failure, including liquefaction?</p>			

MITIGATION MONITORING AND REPORTING PROGRAM

<p>c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?</p> <p>d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?</p>	<p>those that pertain to soil engineering, structural foundations, pipeline excavation, and installation. The approved plans shall be incorporated into the proposed project. All onsite soil engineering activities shall be conducted under the supervision of a licensed Geotechnical Engineer or Certified Engineering Geologist.</p>	<p>City of Lathrop Engineering Division</p>	<p>Prior to the issuance of building permits</p>
<p>b) Result in substantial soil erosion or the loss of topsoil?</p>	<p>Mitigation Measure GEO-2: The Project applicant shall submit a Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) to the RWQCB in accordance with the NPDES General Construction Permit requirements. The SWPPP shall be designed to control pollutant discharges utilizing Best Management Practices (BMPs) and technology to reduce erosion and sediments. BMPs may consist of a wide variety of measures taken to reduce pollutants in stormwater runoff from the Project site. Measures shall include temporary erosion control measures (such as silt fences, staked straw bales/wattles, silt/sediment basins and traps, check dams, geofabric, sandbag dikes, and temporary revegetation or other ground cover) that will be employed to control erosion from disturbed areas. Final selection of BMPs will be subject to approval by the City of Lathrop and the RWQCB. The SWPPP will be kept on site during construction activity and will be made available upon request to representatives of the RWQCB.</p>		
<p>HAZARDS AND HAZARDOUS WASTE</p>			
<p>d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?</p>	<p>Mitigation Measure HAZ-1: Prior to the issuance of grading or building permits, the Project Applicant shall destroy the permanently inactive wells located within the Project site, in accordance with standards developed by the Department of Water Resources pursuant to Section 13800 of the Water Code and adopted by the State Water Resources Control Board or local agencies in accordance with Section 13801 of the Water Code.</p>	<p>San Joaquin Department of Environmental Health Department.</p>	<p>Prior to the issuance of a grading or building permits.</p>

MITIGATION MONITORING AND REPORTING PROGRAM

HYDROLOGY AND WATER QUALITY	City of Lathrop Engineer	Prior to the issuance of a building or grading permit.
<p>c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: (i) Result in substantial erosion or siltation on- or off-site; (ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite; (iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or</p> <p>e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?</p>	<p>Mitigation Measure HYDRO-1: Prior to the issuance of a building or grading permit, the Project applicant shall submit a drainage plan to the City of Lathrop for review and approval. The plan shall include an engineered storm drainage plan that demonstrates attainment of pre-project runoff requirements and describe the volume reduction measures and treatment controls used to reach attainment consistent with the Lathrop Storm Drainage Master Plan.</p> <p>Mitigation Measure HYDRO-2: The Project applicant shall implement the following nonstructural BMPs that focus on preventing pollutants from entering stormwater:</p> <ul style="list-style-type: none"> • Pollution Prevention/Good Housekeeping <ul style="list-style-type: none"> ○ Prior to clearing, grading, and disturbances to the ground such as stockpiling, or excavation in each phase of the project, the Project applicant shall develop a spill response and prevention plan as a component of (1) SWPPPs prepared for construction activities, (2) SWPPPs for facilities subject to the NPDES Stormwater Permit, and (3) spill prevention control and countermeasure plans for qualifying facilities. The spill response and prevention plan shall be implemented during all construction activities. • Operation and Maintenance (O&M) of Treatment Controls <ul style="list-style-type: none"> ○ Prior to clearing, grading, and disturbances to the ground such as stockpiling, or excavation in each phase of the project, the Project applicant shall develop an Operation and Maintenance (O&M) Plan for the storm drainage facilities to ensure long-term performance. The O&M plan shall incorporate the manufacturers' recommended maintenance procedures and include (1) provisions for debris removal, (2) guidance for addressing public health or safety issues, and (3) methods and criteria for assessing the efficacy of the storm drainage system. An annual report shall be submitted to the City certifying that maintenance of the facilities was conducted according to the O&M plan. 	<p>Prior to the issuance of a building or grading permit.</p> <p>Prior to the issuance of a building or grading permit.</p>

MITIGATION MONITORING AND REPORTING PROGRAM

NOISE			
<p>a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?</p>	<p>Mitigation Measure NOI-1: During project construction activities, the applicant shall require its construction contractors to adhere to the following noise attenuation requirements:</p> <ul style="list-style-type: none"> • Construction activities shall be limited to the hours between 7 a.m. to 8 p.m. daily. The City of Lathrop Director of Public Works shall have the discretion to permit construction activities to occur outside of allowable hours if compelling circumstances warrant such an exception (e.g., weather conditions necessary to pour concrete). • All construction equipment shall use noise-reduction features (e.g., mufflers and engine shrouds) that are no less effective than those originally installed by the manufacturer. If no noise-reduction features were installed by the manufacturer, then the contractor shall require that at least a muffler be installed on the equipment. • Construction staging and heavy equipment maintenance activities shall be performed on the northernmost part of the Project site (along Atherton Road) to create the greatest separation from the nearest residence, unless safety or technical factors take precedence (e.g., an equipment breakdown). Alternatively, staging and maintenance could be performed on adjacent vacant parcels so long as the separation to the nearest residence is greater than what could be achieved on the Project site. 	<p>City of Lathrop Community Development Department</p>	<p>During construction activities.</p>
PUBLIC SERVICES			
<p>a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios,</p>	<p>Mitigation Measure PSU-1: Prior to issuance of building permits for any project uses, the Project applicant shall provide the City of Lathrop with all applicable fire protection development fees in accordance with the latest adopted fee schedule.</p>	<p>City of Lathrop Engineer</p>	<p>Prior to the issuance of building permits.</p>

MITIGATION MONITORING AND REPORTING PROGRAM

response times or other performance objectives for any of the public services: Fire Protection?				
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MITIGATION MONITORING AND REPORTING PROGRAM

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**PLANNING DIVISION
Vicinity Map**



**GPA-20-139, REZ-20-140, SPR-20-141, and
TPM-20-142
Scannell Properties
1520 Lathrop Road
APN: 198-040-14**



CAUTION - IF THIS SHEET IS NOT 30"x42" IT IS A REDUCED PRINT

WARE MALCOMB
 Leading Design for Commercial Real Estate

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 LATHROP, CALIFORNIA

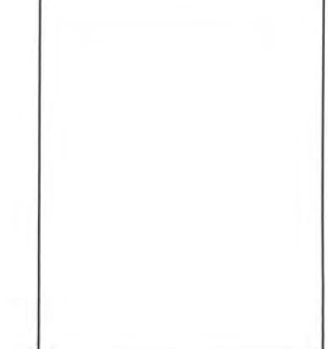
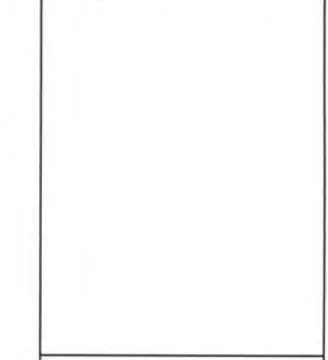
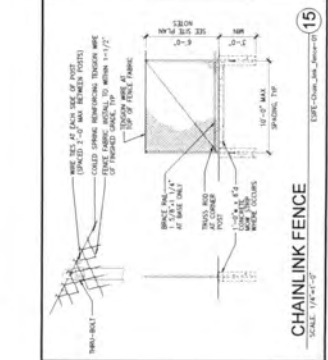
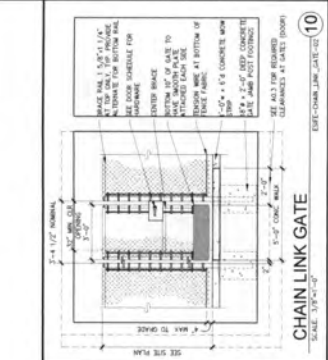
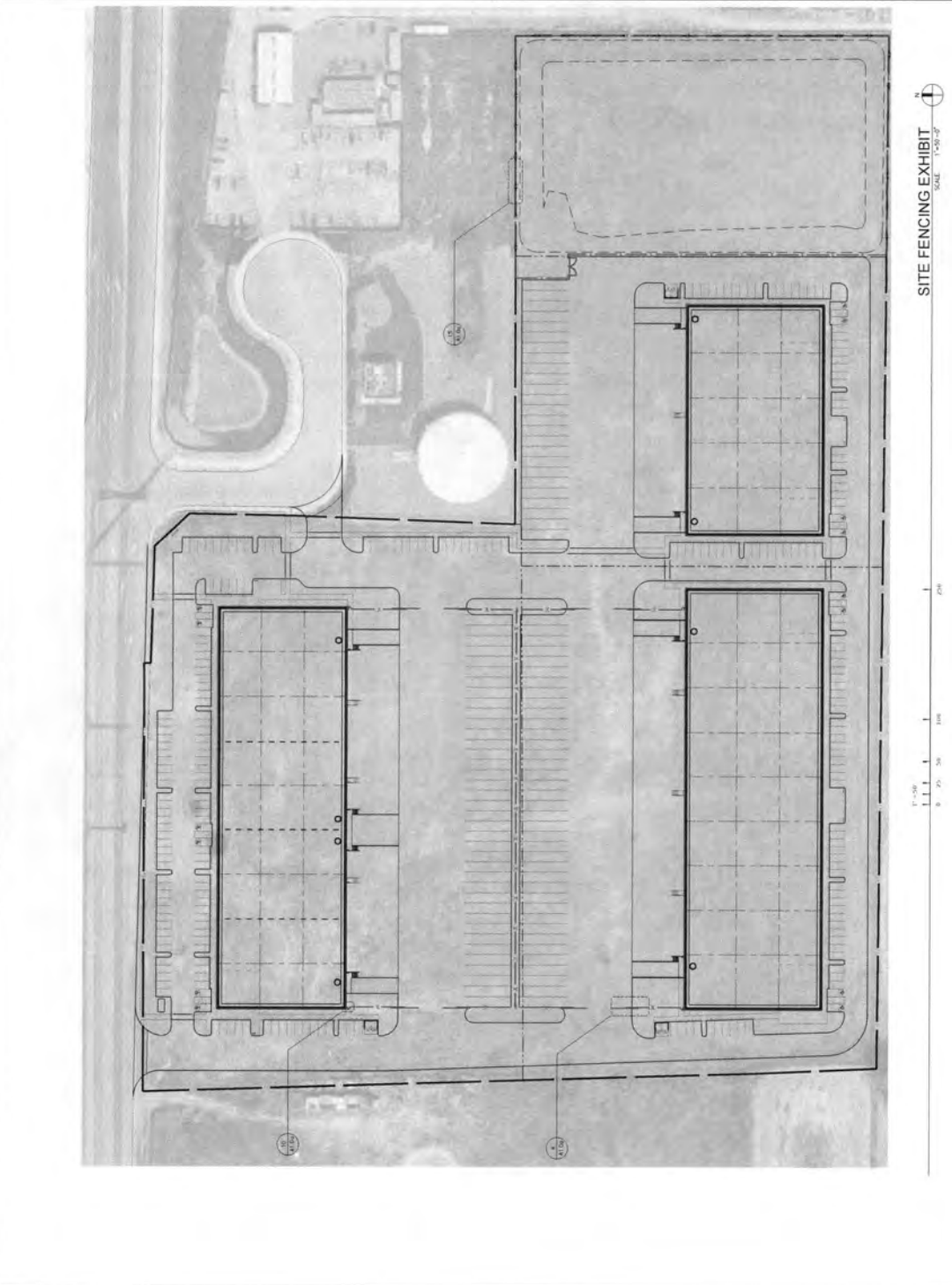
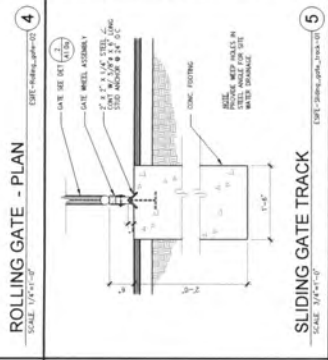
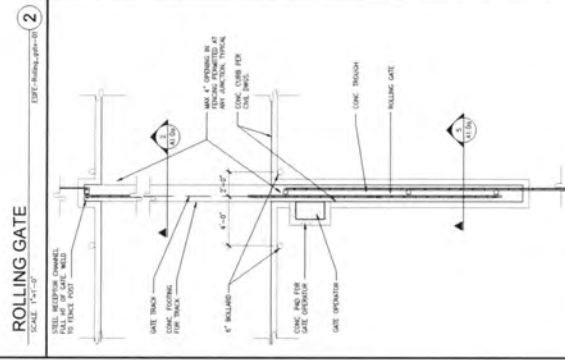
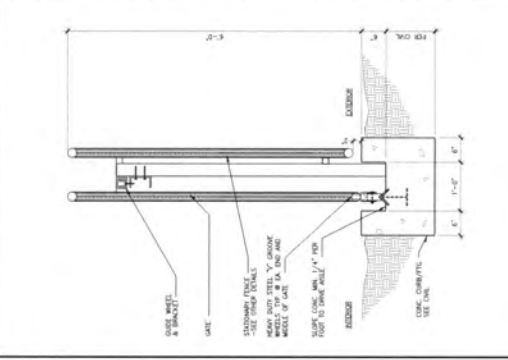
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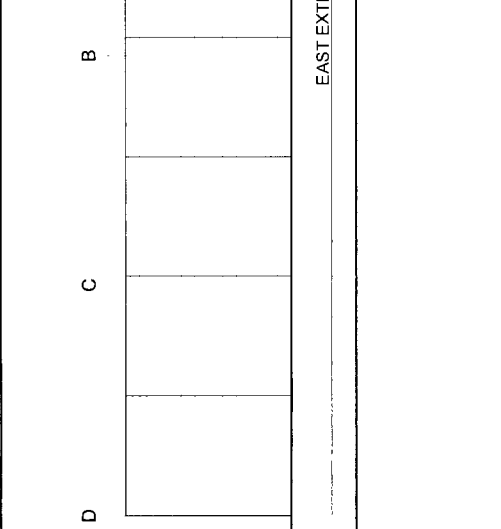
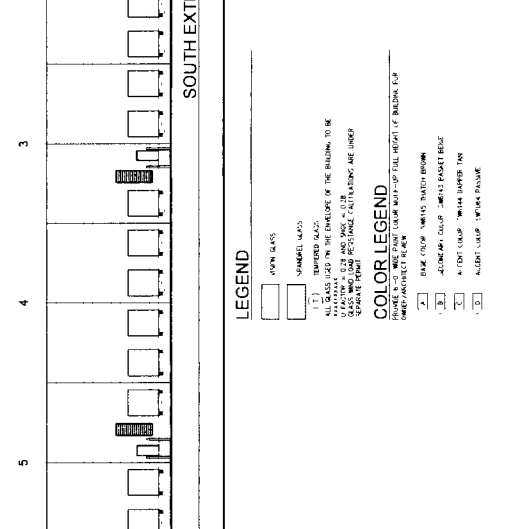
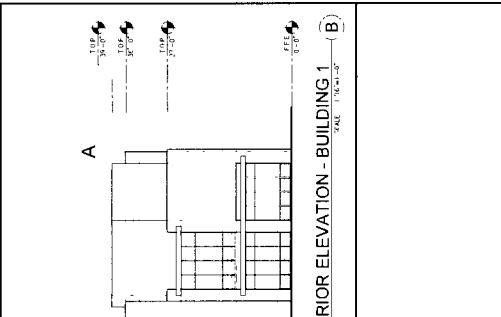
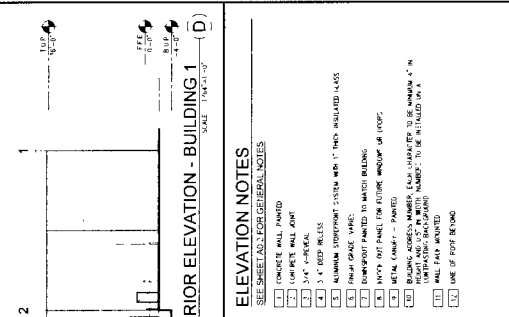
SCANNELL LATHROP
 1520 LATHROP RD
 LATHROP, CALIFORNIA

DATE	REVISIONS

A1.0a

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- ELEVATION NOTES**
 SEE SHEET A4.2 FOR GENERAL NOTES
- 1. COMPLETE WALL FINISH
 - 2. COMPLETE WALL JOINT
 - 3. 3/4\"/>
 - 4. 3\"/>
 - 5. MINIMUM INSULATION SYSTEM WITH 1\"/>
 - 6. FINISH GRADE FINISH TO MATCH ADJACENT BUILDING
 - 7. FINISH GRADE FINISH TO MATCH ADJACENT BUILDING
 - 8. METAL CORNER - FINISHED
 - 9. FINISH GRADE FINISH TO MATCH ADJACENT BUILDING
 - 10. FINISH GRADE FINISH TO MATCH ADJACENT BUILDING
 - 11. FINISH GRADE FINISH TO MATCH ADJACENT BUILDING
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- LEGEND**
- 1. OPEN GLASS
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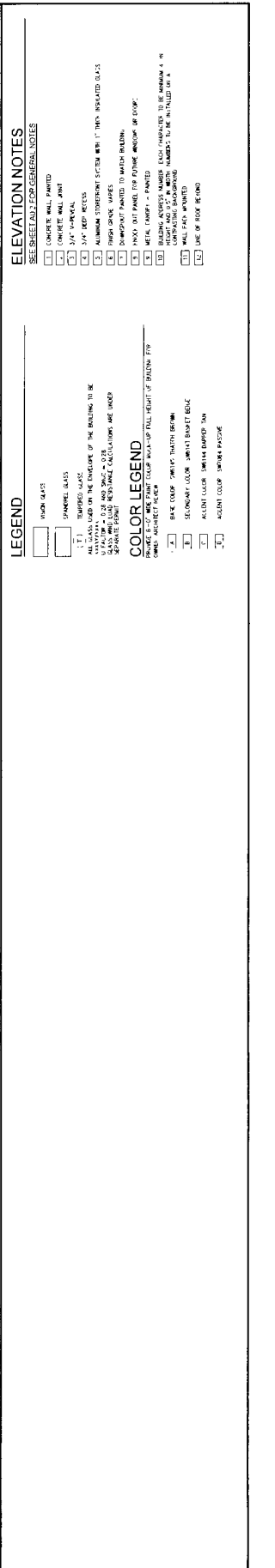
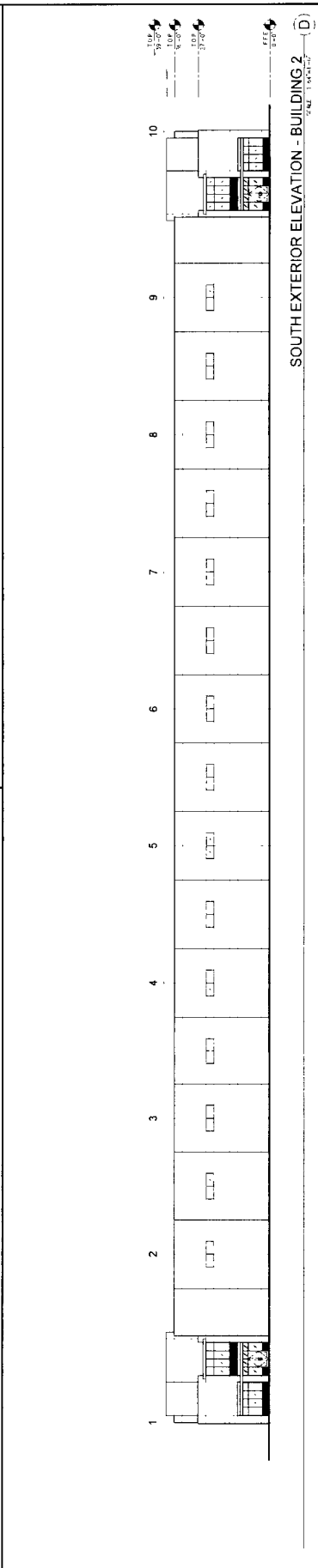
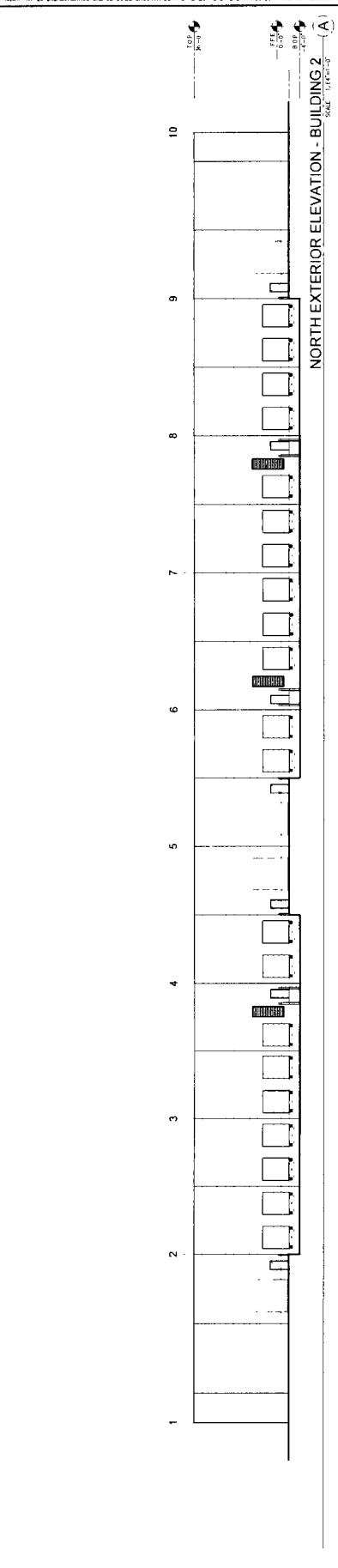
- COLOR LEGEND**
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DATE	REVISIONS

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SCANNELL LATHROP
1520 LATHROP RD
LATHROP, CALIFORNIA

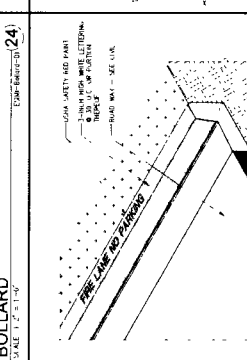
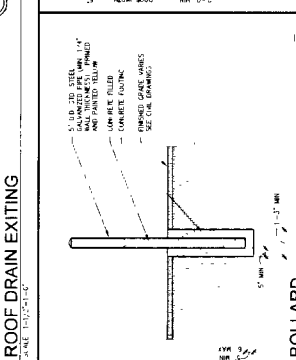
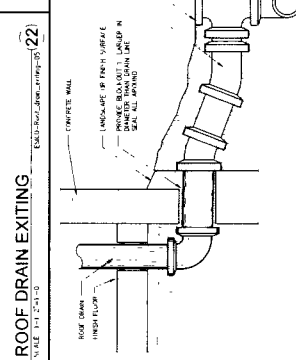
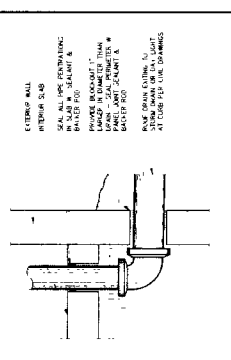
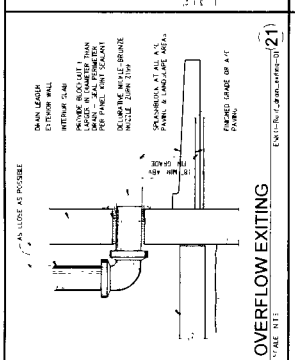
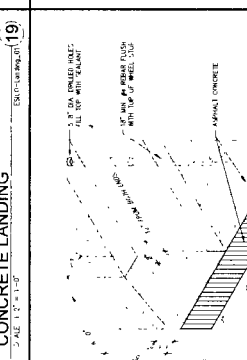
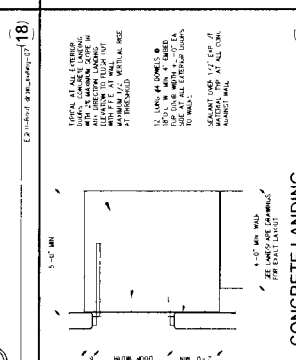
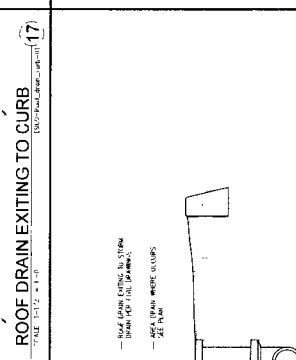
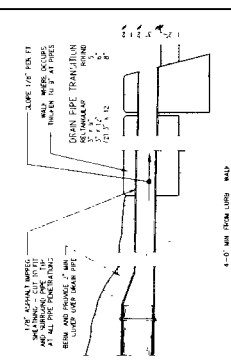
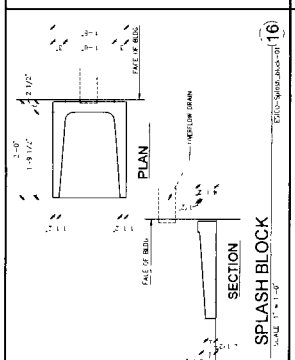
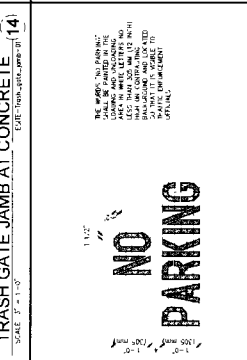
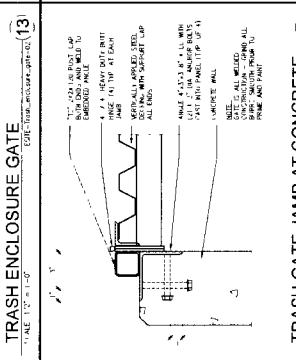
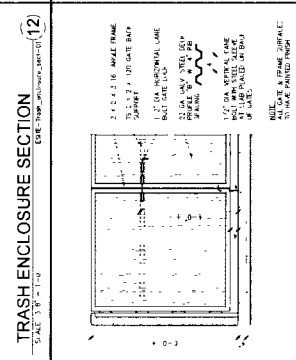
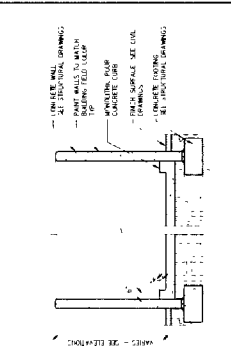
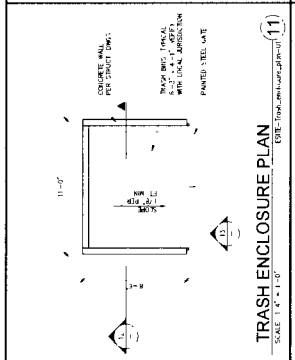
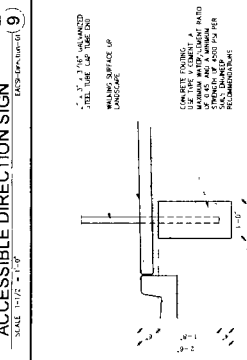
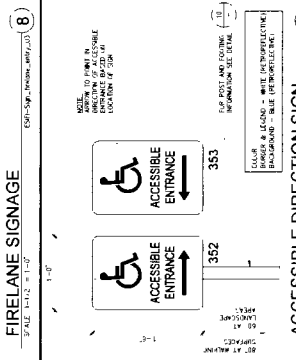
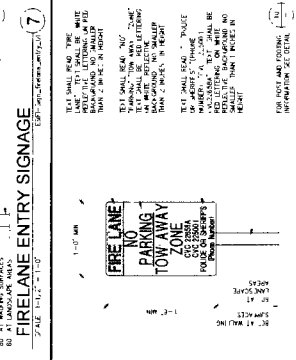
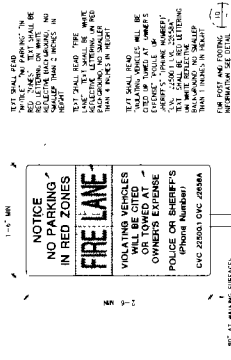
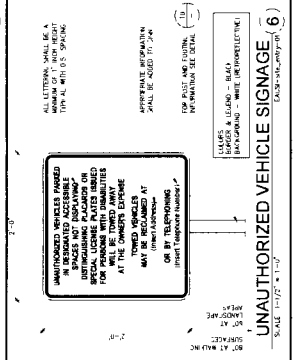
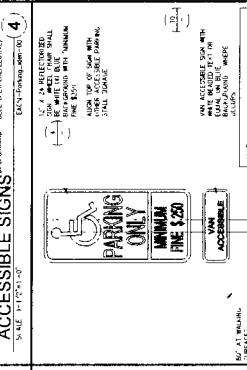
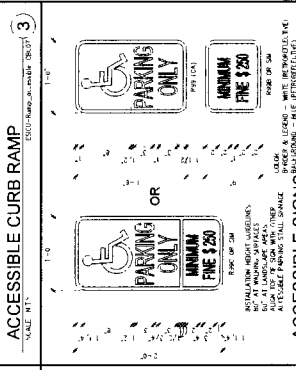
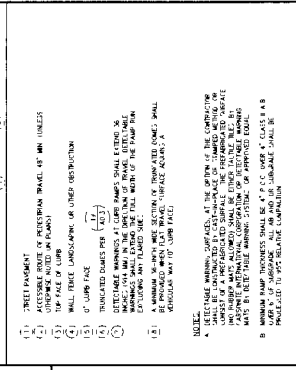
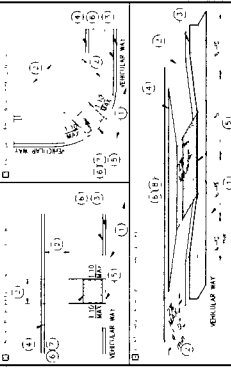
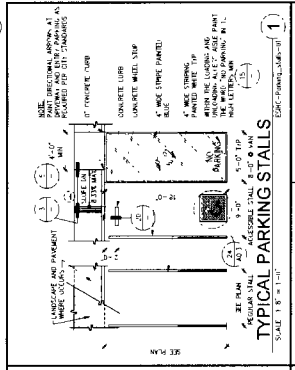
WARE MALCOMB
Leading Design for Commercial Real Estate



- ELEVATION NOTES**
- SEE SHEET A4.1 FOR GENERAL NOTES
- 1. CONCRETE WALL PAINTED
 - 2. CONCRETE WALL PAINT
 - 3. 2 1/4" INSULATED GLASS
 - 4. 2 1/4" INSULATED GLASS
 - 5. ALUMINUM CURTAIN WALL SYSTEM WITH 1" MIN. INSULATED GLASS
 - 6. 2 1/4" INSULATED GLASS
 - 7. 2 1/4" INSULATED GLASS
 - 8. 2 1/4" INSULATED GLASS
 - 9. 2 1/4" INSULATED GLASS
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- LEGEND**
- 1. 1" TYPED GLASS
 - 2. 2" TYPED GLASS
 - 3. 3" TYPED GLASS
 - 4. 4" TYPED GLASS
 - 5. 5" TYPED GLASS
 - 6. 6" TYPED GLASS
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 - 16. 16" TYPED GLASS
 - 17. 17" TYPED GLASS
 - 18. 18" TYPED GLASS
 - 19. 19" TYPED GLASS
 - 20. 20" TYPED GLASS

- COLOR LEGEND**
- 1. BASE COLOR - WHITE
 - 2. SECONDARY COLOR - LIGHT GRAY
 - 3. ACCENT COLOR - DARK GRAY
 - 4. ACCENT COLOR - DARK GRAY
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 - 20. ACCENT COLOR - DARK GRAY



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Leading Design for Commercial Real Estate

ARCHITECTURE
INTERIOR DESIGN
LANDSCAPE ARCHITECTURE
PLANNING
ENGINEERING
CONSULTING
GENERAL CONTRACTING
CONSTRUCTION MANAGEMENT
PROJECT MANAGEMENT
OPERATIONS
MAINTENANCE
REPAIRS
RENOVATIONS
RECONSTRUCTION

1200 MAIN STREET, SUITE 400
SAN FRANCISCO, CA 94102
415.774.1100
WWW.WAREMALCOMB.COM

SCANNELL PROPERTIES
1520 Lathrop Road
Lathrop, California

NO.	DATE	REVISIONS
1	02/21/2017	PLANNING REVISIONS
2	03/01/2017	PLANNING REVISIONS

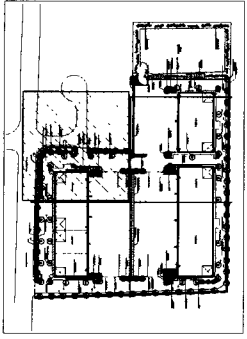
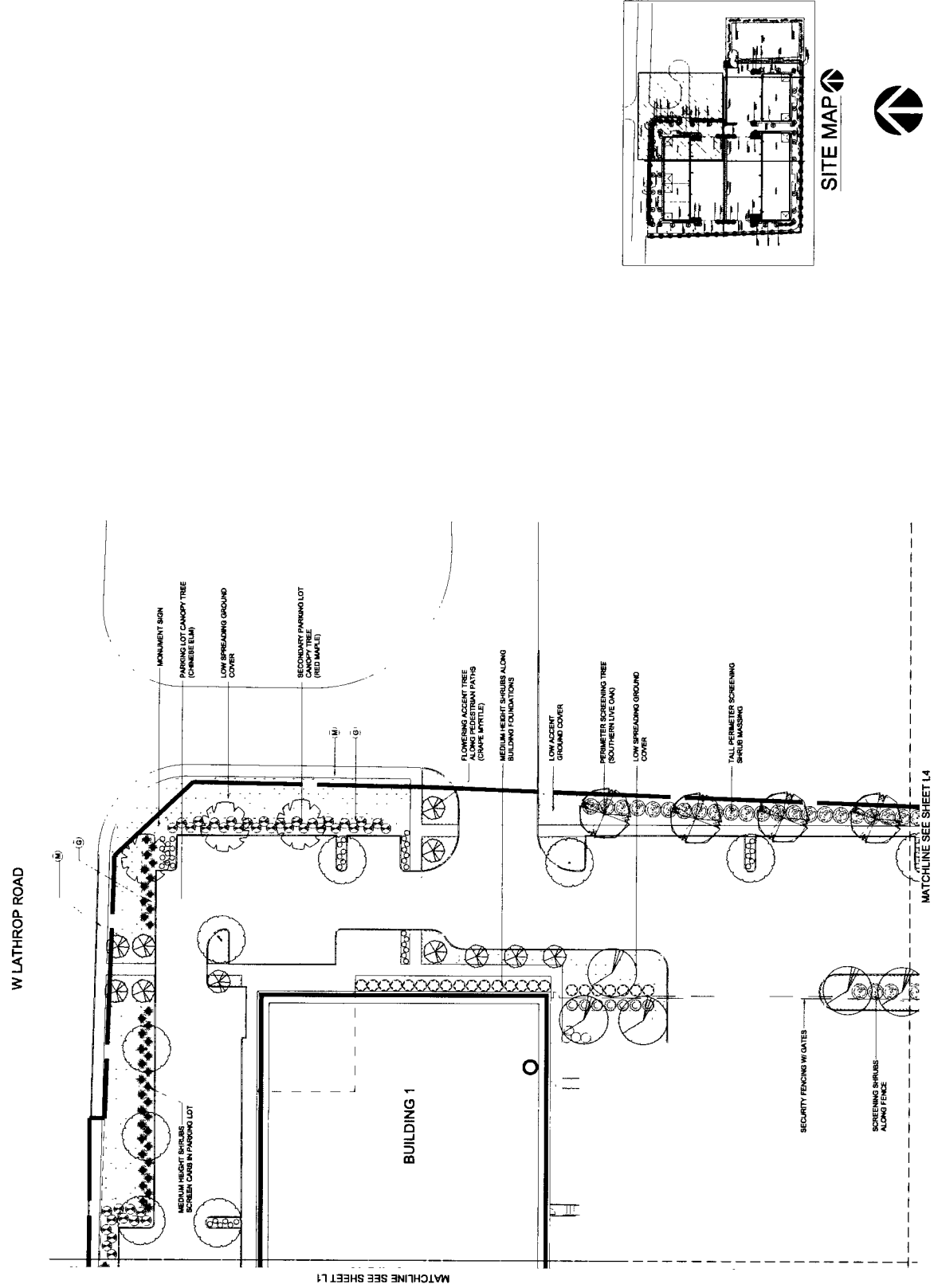
DATE	02/21/2017
DESIGNED BY	JACQUES-LOUIS
CHECKED BY	JACQUES-LOUIS
SCALE	AS SHOWN

L2

RW Stover & Associates, Inc.
Landscape Architecture
1000 Market Street, Suite 400
San Francisco, CA 94102
415.774.1100
WWW.RWSTOVER.COM



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GRAPHIC SCALE
1" = 20' 0"



REFER TO SHEET L5 FOR PLANT MATERIALS LIST

WARE MALCOMB
 Leading Design for Commercial Real Estate

Architect
 Planning
 Interior
 Construction Administration
 1520 Lathrop Road
 Suite 200
 Portland, OR 97201
 Phone: 503.281.1111
 Fax: 503.281.1112

SCANNELL PROPERTIES
 1520 Lathrop Road
 Lathrop, California

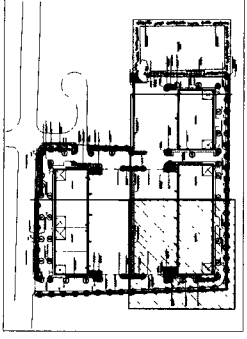
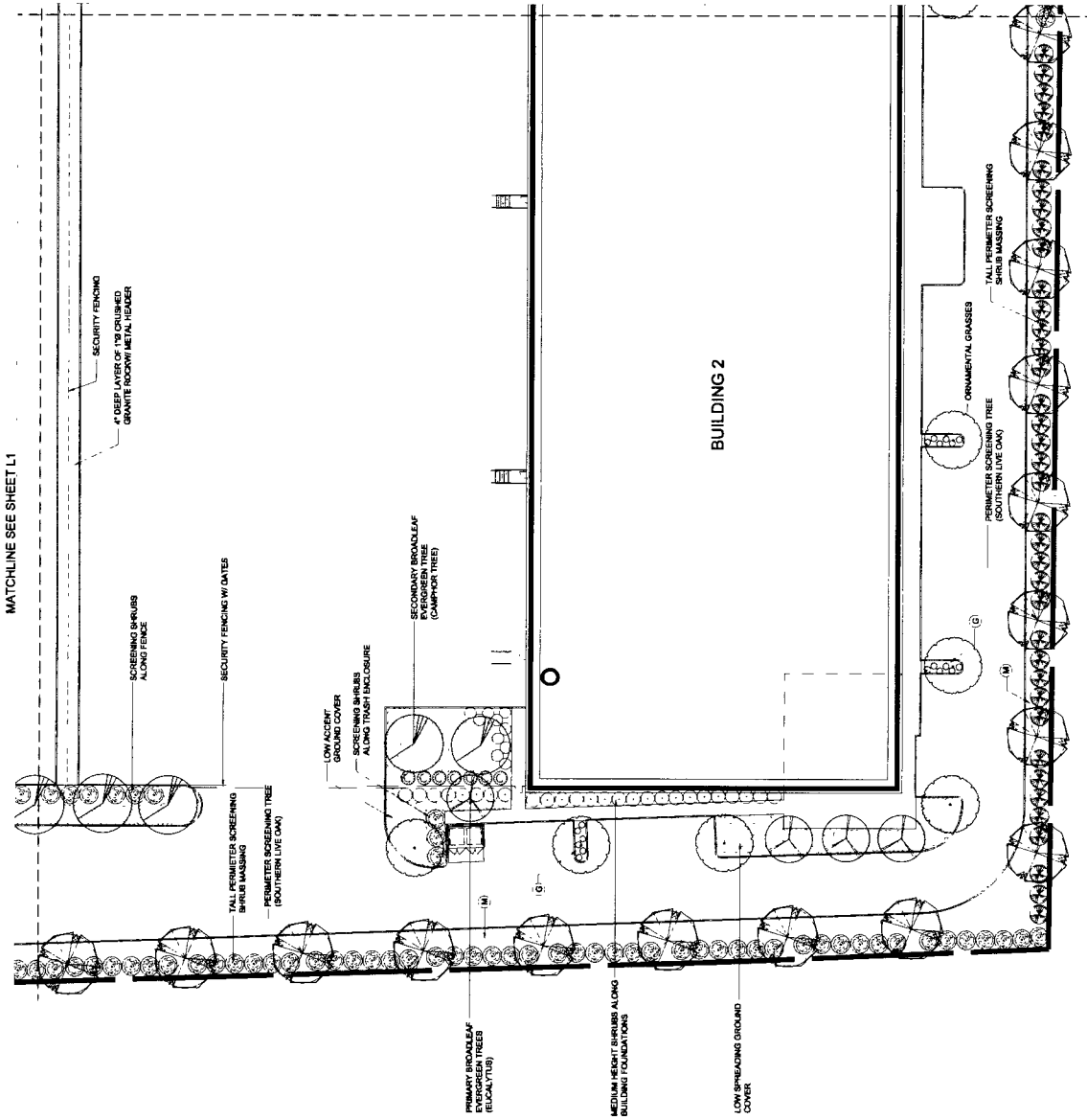
PRELIMINARY LANDSCAPE PLAN

DATE:	12/15/11
DESIGNED BY:	PLANNING
CHECKED BY:	PLANNING
DATE:	12/15/11
DESIGNED BY:	PLANNING
CHECKED BY:	PLANNING

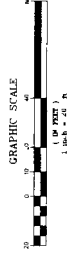
DATE:	12/15/11
DESIGNED BY:	PLANNING
CHECKED BY:	PLANNING

L3

RW Stover & Associates, Inc.
 Landscape Architecture
 100 West Main Street, Suite 4
 Newport, CA 94959
 Phone: 707.251.1111
 Fax: 707.251.1112



SITE MAP



REFER TO SHEET L5 FOR PLANT MATERIALS LIST

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 Leading Design for Commercial Real Estate
 1520 Lathrop Road
 Portland, Oregon 97208
 Phone: 503.241.9600
 Fax: 503.241.9621
 Website: www.waremalcomb.com

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 1520 Lathrop Road
 Lathrop, California

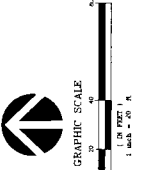
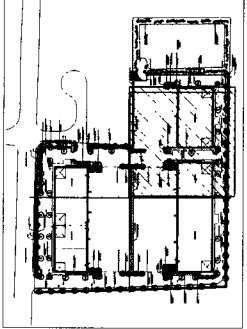
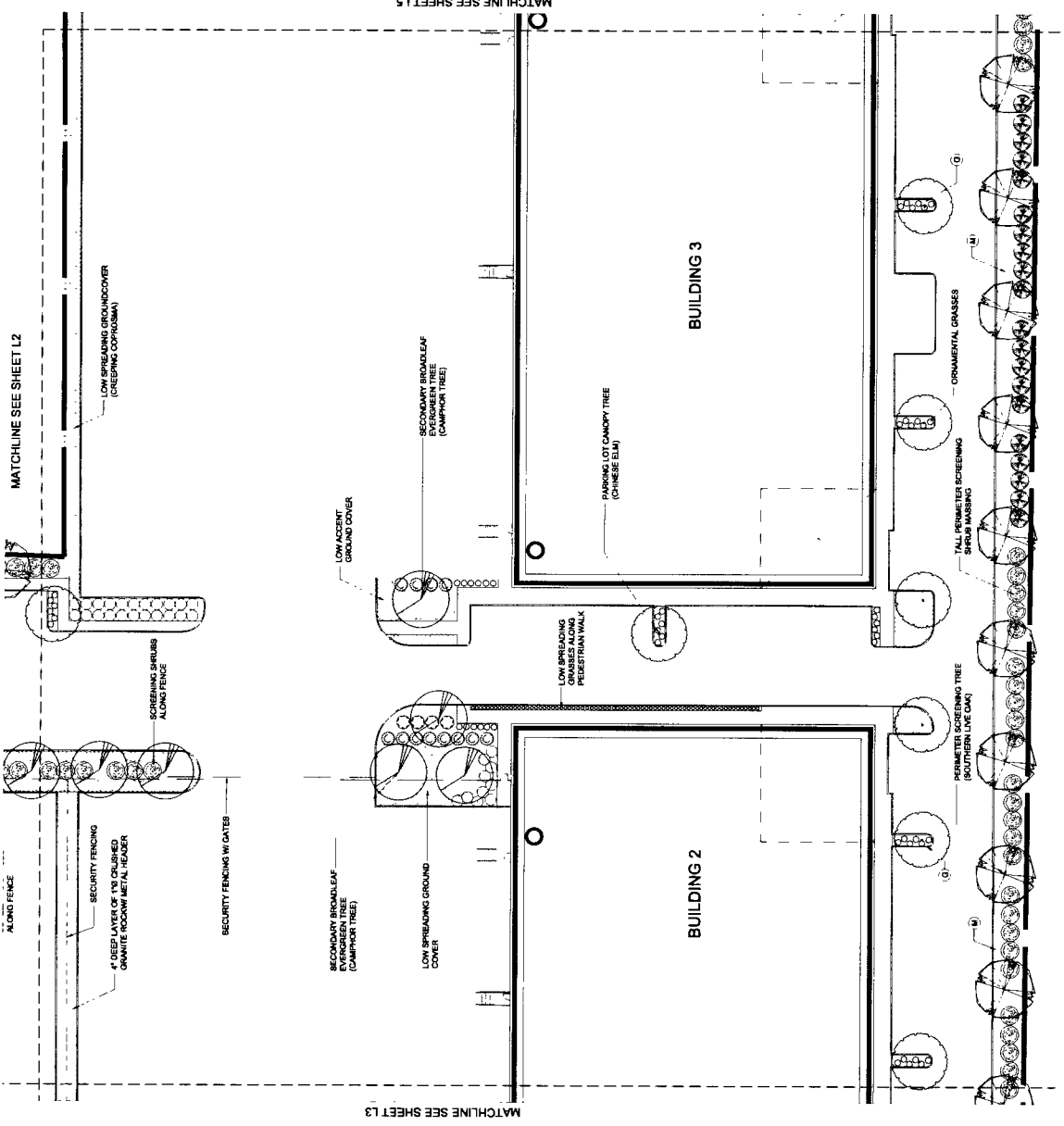
PRELIMINARY LANDSCAPE PLAN
 DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 PROJECT NO: _____

REVISIONS

NO.	DATE	DESCRIPTION
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2	11/15/11	REVISIONS PER PERMITTING
3	01/10/12	REVISIONS PER PERMITTING
4	02/07/12	REVISIONS PER PERMITTING
5	03/05/12	REVISIONS PER PERMITTING
6	03/26/12	REVISIONS PER PERMITTING
7	04/10/12	REVISIONS PER PERMITTING
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18	04/10/12	REVISIONS PER PERMITTING
19	04/10/12	REVISIONS PER PERMITTING
20	04/10/12	REVISIONS PER PERMITTING

L4
 SHEET NO. 14 OF 14
 PROJECT NO. 11-001-001-001

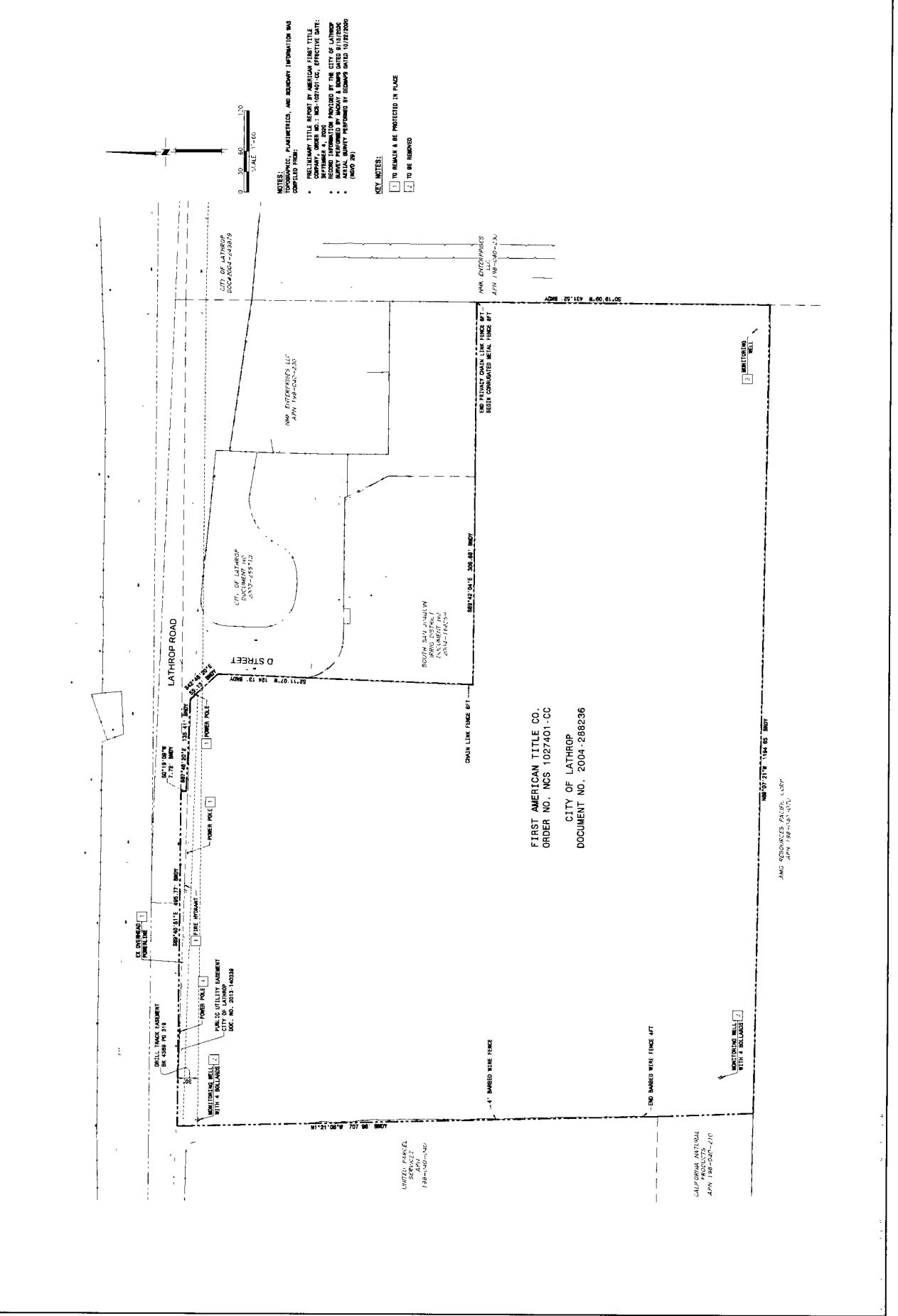
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 Landscape Architecture
 1000 North Main Street, Suite 4
 West Coast, CA 95958
 Phone: 916.433.1200
 Fax: 916.433.1201
 Website: www.rwsteyer.com



REFER TO SHEET L5 FOR PLANT MATERIALS LIST

MATCHLINE SEE SHEET L5

MATCHLINE SEE SHEET L3



NOTES:
 TOPOGRAPHIC, PLANNING, AND RECORD INFORMATION WAS
 COMPILED FROM:
 • PRELIMINARY TITLE REPORT BY AMERICAN TITLE TITLE
 COMPANY, INC. ORDER NO. NCS-1027401-CC, EFFECTIVE DATE:
 03/24/04
 • RECORD INFORMATION PROVIDED BY THE CITY OF LATHROP
 • AERIAL PHOTOGRAPHS PROVIDED BY THE CITY OF LATHROP
 • AERIAL SURVEY PERFORMED BY SOMPS DATED 01/20/2004
 (MHP 26)

KEY NOTES:
 1 TO REMAIN & BE PROTECTED IN PLACE
 2 TO BE REMOVED

FIRST AMERICAN TITLE CO.
 ORDER NO. NCS 1027401-CC
 CITY OF LATHROP
 DOCUMENT NO. 2004-298236

UNITED FENCE
 SERVICE
 APRIL
 1994-04-04

CALIFORNIA NATIONAL
 # 000173
 APR 199-04-04-04

AMG RESOURCES FACILITY, LOOP
 APR 199-04-04-04

Mackay & Somps

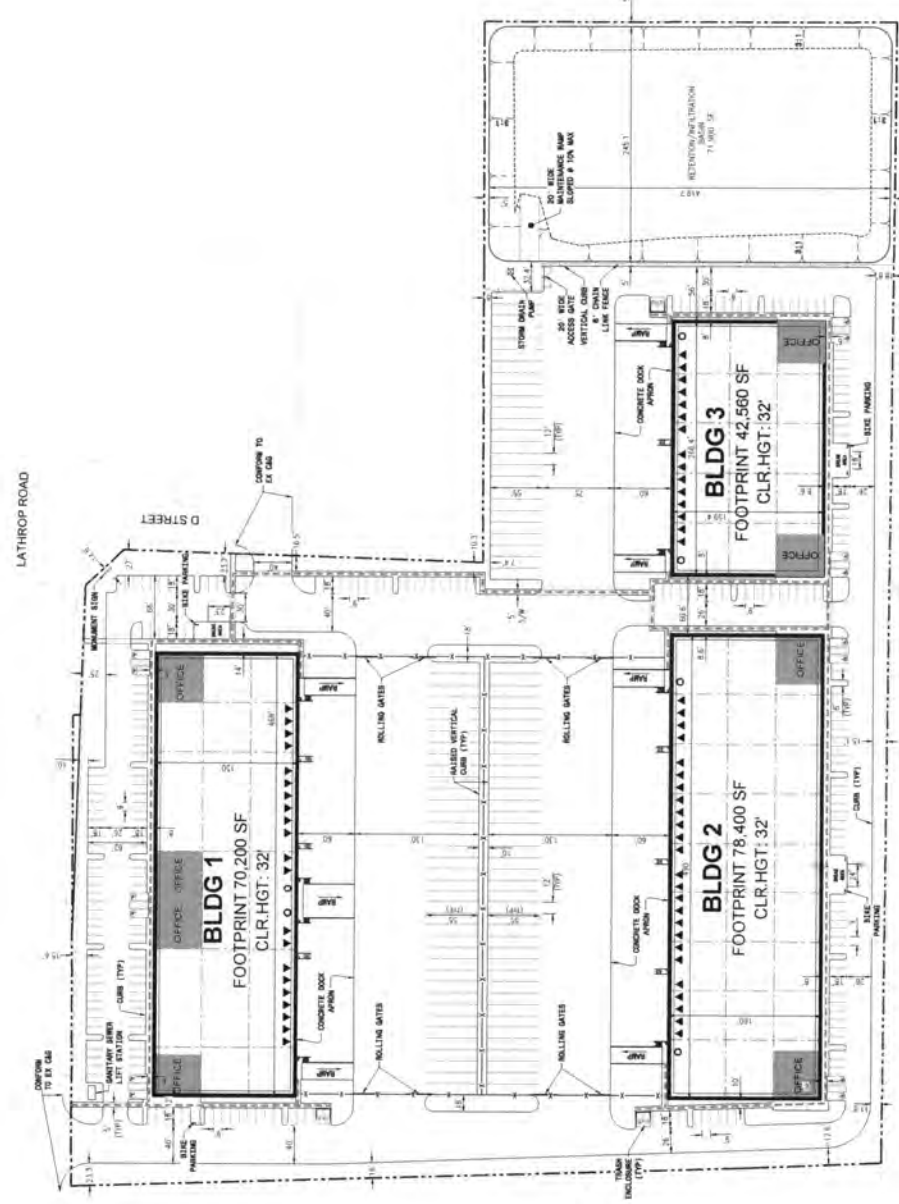
LEGEND
 - - - - - FENCE
 - - - - - PROPERTY LINE & LIMIT OF PROJECT
 ▲ DOOR-HIGH DOORS
 ○ GROUND-LEVEL DOORS
 - - - - - ADA PATH OF TRAVEL

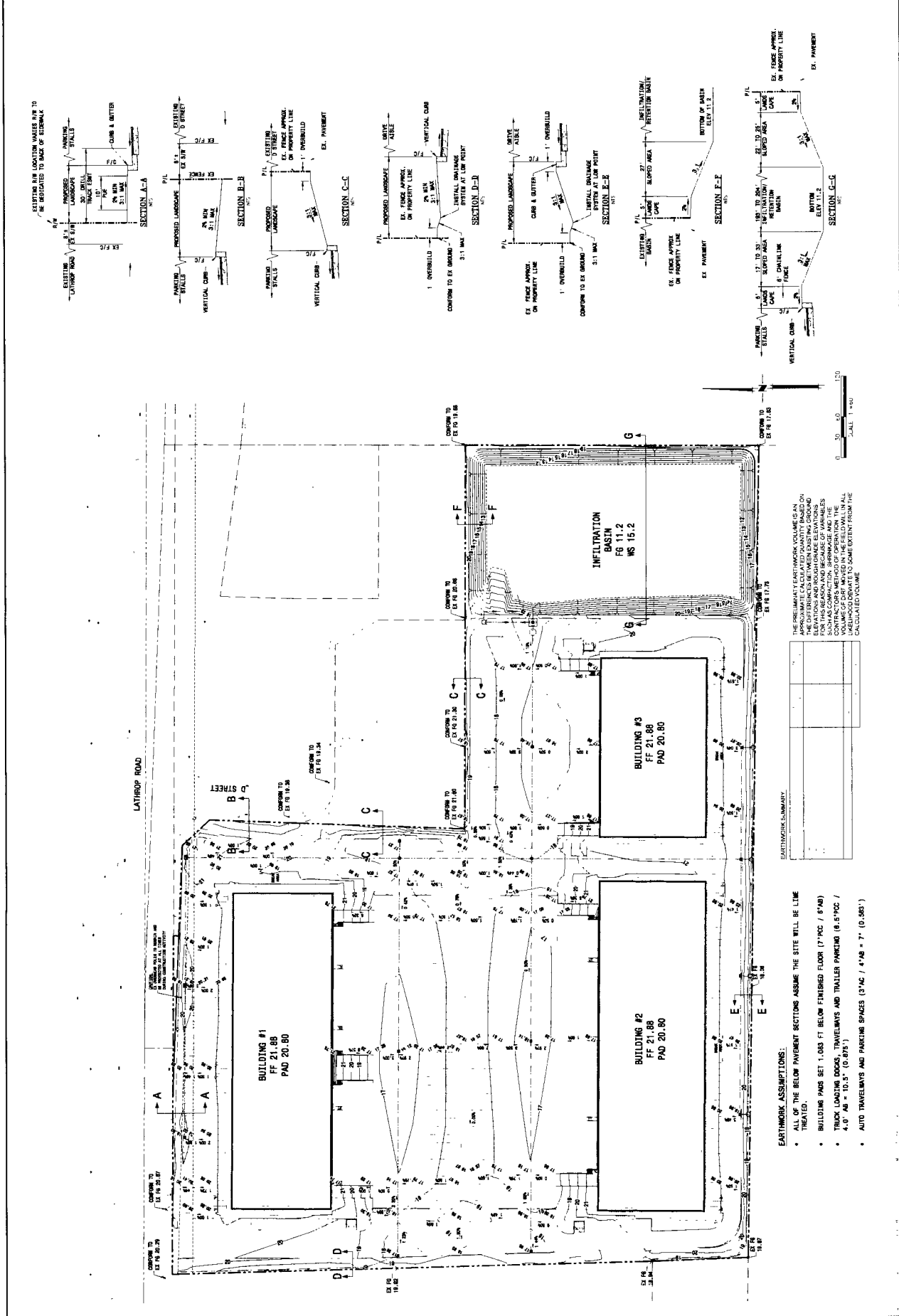
PROJECT DATA:
BUILDING SUMMARY:
 BUILDING 1: 78,400 SF
 BUILDING 2: 42,560 SF
 BUILDING 3: 70,200 SF
SITE SUMMARY:
 TOTAL SITE AREA: 18.15 AC
 TOTAL DISTURBED AREA: 18.15 AC
 TOTAL UNDISTURBED AREA: 0.00 AC
 BUILDING COVERED AREA (BROOKS): 246,160 SF
 PERVIOUS AREA: 2.35 AC

PARKING SUMMARY:

TYPE	REQUIRED	PROVIDED
ACCESSIBLE (8'x12')	7	14
COMPACT (8'x12')	47	238
STANDARD (12'x20')	85	107
TOTAL:	140	261

REQUIRED PARKING RATIO: 1:1000 SF
 18,150 SF - 180 COMMERCIAL OFFICE / 1,000 SF
 (PER CITY OF LATHROP MUNICIPAL CODE 17.76.020)



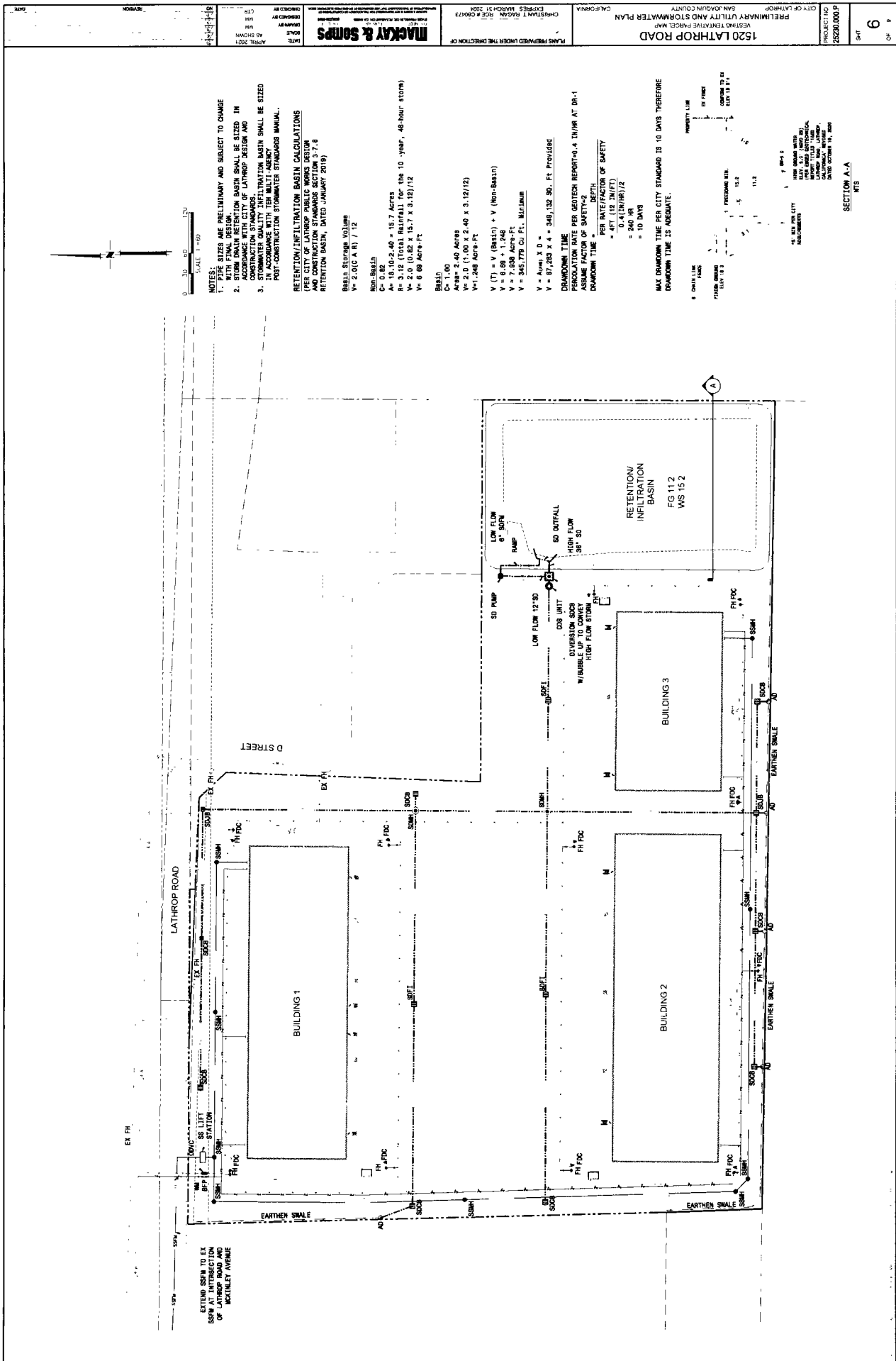


THE PRELIMINARY EARTHWORK VOLUME IS AN APPROXIMATE CALCULATED QUANTITY BASED ON ELEVATIONS AND ROUGH GRADE ELEVATIONS FOR THIS DESIGN AND BECAUSE OF VARIABLES IN THE CONTRACTOR'S METHOD OF OPERATION, THE ACTUAL VOLUMES SHOULD BE DETERMINED BY THE CONTRACTOR.

ITEM	DESCRIPTION	AMOUNT
1	Excavation	1,033.00
2	Fill	1,033.00
3	Gravel	1,033.00
4	Asphalt	1,033.00
5	Concrete	1,033.00

EARTHWORK ASSUMPTIONS:

- ALL OF THE BELOW PAVEMENT SECTIONS ASSUME THE SITE WILL BE LIME TREATED.
- BUILDING PADS SET 1.033 FT BELOW FINISHED FLOOR (7" PCC / 9" AS)
- TRUCK LOADING DOCKS, TRAVELWAYS AND TRAILER PARKING (8.5" PCC / 4.0" AS = 10.5" (0.875'))
- AUTO TRAVELWAYS AND PARKING SPACES (3" PCC / 4" AS = 7" (0.583'))



NOTES:
 1. PIPE SIZES ARE PRELIMINARY AND SUBJECT TO CHANGE WITH FINAL DESIGN.
 2. RETENTION/INFILTRATION BASIN SHALL BE SIZED IN ACCORDANCE WITH CITY OF LATHROP DESIGN AND CONSTRUCTION STANDARDS.
 3. STORMWATER QUALITY FOR INFILTRATION BASIN SHALL BE SIZED ACCORDANCE WITH CITY OF LATHROP DESIGN AND CONSTRUCTION STANDARDS MANUAL.
 RETENTION/INFILTRATION BASIN CALCULATIONS (PER CITY OF LATHROP PUBLIC WORKS DESIGN STANDARDS, DATED JANUARY 2018):
 RETENTION BASIN, DATED JANUARY 2018)
 BASIN STORAGE VOLUME
 $V = 2.0(C A R) / 12$
 Non-Building
 $A = 18,102.40 = 15.7$ Acres
 $R = 3.12$ (TOTAL RAINFALL FOR THE 10 -year, 48-HOUR STORM)
 $V = 2.0 (0.82 \times 15.7 \times 3.12) / 12$
 $V = 6.89$ Acre-Ft
 Building
 $C = 0.05$
 $A_{\text{Area}} = 2.40$ Acres
 $V = 2.0 (1.00 \times 2.40 \times 3.12) / 12$
 $V = 1.28$ Acre-Ft
 $V(T) = V(\text{Building}) + V(\text{Non-Building})$
 $V = 6.89 + 1.28$
 $V = 8.17$ Acre-Ft
 $V = 345,779$ Cu. Ft. Minimum
 $V = \text{Area} \times D = 345,779 \text{ Cu. Ft.} / 12 \text{ in.} = 28,815 \text{ Sq. Ft.}$ Provided
 $V = 87,289 \times 4 = 349,152 \text{ Sq. Ft.}$ Provided
 DRAINDOWN TIME
 DRAINDOWN RATE PER SECTION REPORT=0.4 IN/HR AT DR-1
 ASSUME FACTOR OF SAFETY OF 1.5
 DRAINDOWN TIME
 PER RATE/FACTOR OF SAFETY
 $= 4FT. (12 IN/FT) / 0.4 (IN/HR) / 1.5$
 $= 240 \text{ HR}$
 $= 10 \text{ DAYS}$
 MAX DRAINDOWN TIME PER CITY STANDARD IS 10 DAYS THEREFORE DRAINDOWN TIME IS ADEQUATE.

SECTION A-A
 NTS

1520 LATHROP ROAD
 PRELIMINARY UTILITY AND STORMWATER PLAN
 REINVENTING PLACE MAP
 SAN JOAQUIN COUNTY
 CITY OF LATHROP
 PROJECT NO. 25290.000.P
 SHEET 9

DATE: APRIL 2021
 SCALE: AS SHOWN
 DRAWN BY: MIM
 CHECKED BY: MIM
 DESIGNED BY: MIM
 PROJECT NO. 25290.000.P
 SHEET 9 OF 9

PLANS PREPARED UNDER THE DIRECTION OF
 CHESTERMAN TROSKEN INC #004973
 1520 LATHROP ROAD, SUITE 200
 LATHROP, CA 95330

PLANS PREPARED UNDER THE DIRECTION OF
 MACKAY & SOMERS
 1520 LATHROP ROAD, SUITE 200
 LATHROP, CA 95330

DATE: APRIL 2021
 SCALE: AS SHOWN
 DRAWN BY: MIM
 CHECKED BY: MIM
 DESIGNED BY: MIM
 PROJECT NO. 25290.000.P
 SHEET 9 OF 9

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 LATHROP, CA 95330

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 LATHROP, CA 95330

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 MACKAY & SOMERS
 1520 LATHROP ROAD, SUITE 200
 LATHROP, CA 95330

DATE: APRIL 2021
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 PROJECT NO. 25290.000.P
 SHEET 9 OF 9

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 LATHROP, CA 95330

PLANS PREPARED UNDER THE DIRECTION OF
 MACKAY & SOMERS
 1520 LATHROP ROAD, SUITE 200
 LATHROP, CA 95330

DATE: APRIL 2021
 SCALE: AS SHOWN
 DRAWN BY: MIM
 CHECKED BY: MIM
 DESIGNED BY: MIM
 PROJECT NO. 25290.000.P
 SHEET 9 OF 9

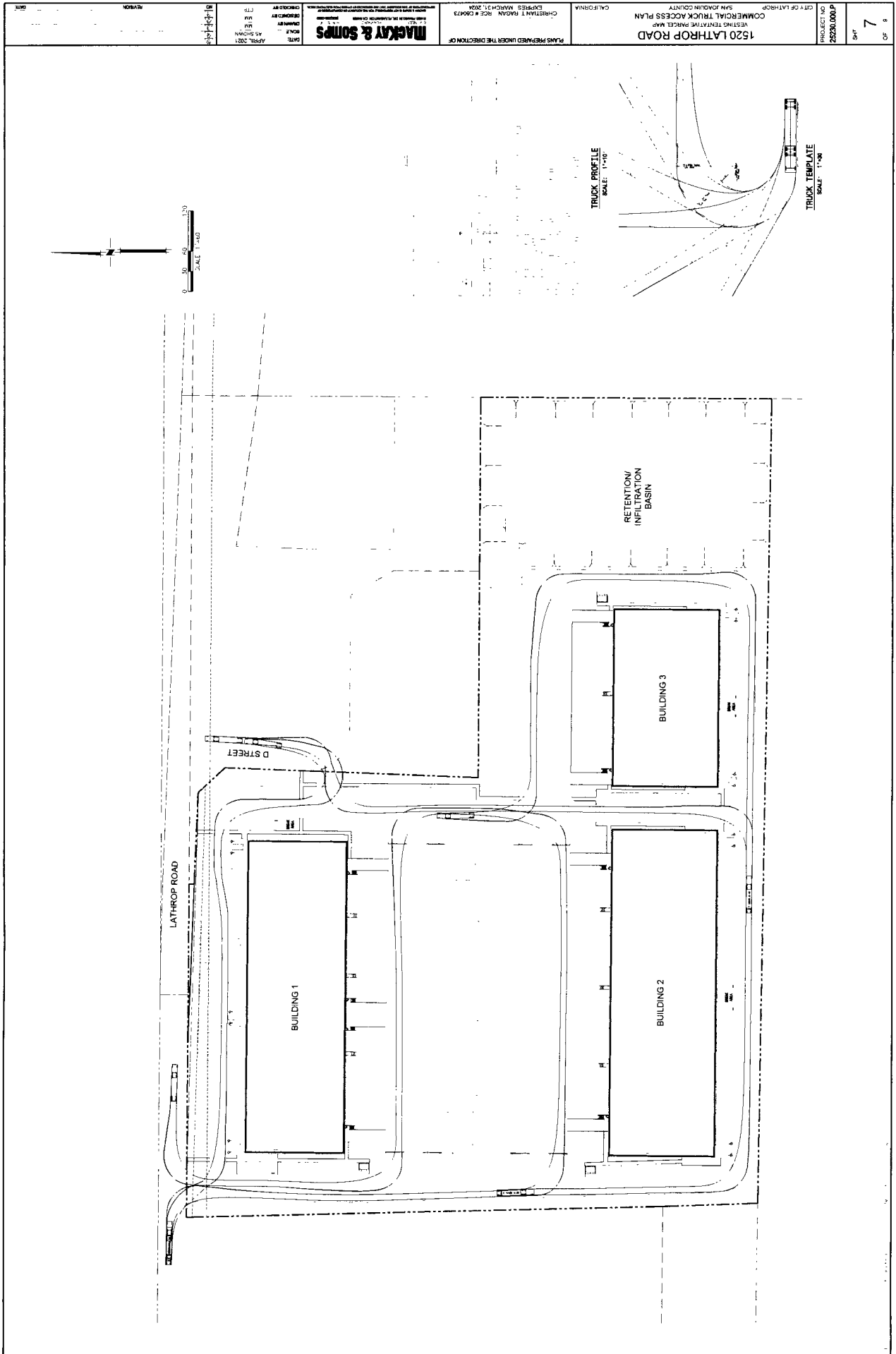
PLANS PREPARED UNDER THE DIRECTION OF
 CHESTERMAN TROSKEN INC #004973
 1520 LATHROP ROAD, SUITE 200
 LATHROP, CA 95330

PLANS PREPARED UNDER THE DIRECTION OF
 MACKAY & SOMERS
 1520 LATHROP ROAD, SUITE 200
 LATHROP, CA 95330

DATE: APRIL 2021
 SCALE: AS SHOWN
 DRAWN BY: MIM
 CHECKED BY: MIM
 DESIGNED BY: MIM
 PROJECT NO. 25290.000.P
 SHEET 9 OF 9

PLANS PREPARED UNDER THE DIRECTION OF
 CHESTERMAN TROSKEN INC #004973
 1520 LATHROP ROAD, SUITE 200
 LATHROP, CA 95330

PLANS PREPARED UNDER THE DIRECTION OF
 MACKAY & SOMERS
 1520 LATHROP ROAD, SUITE 200
 LATHROP, CA 95330

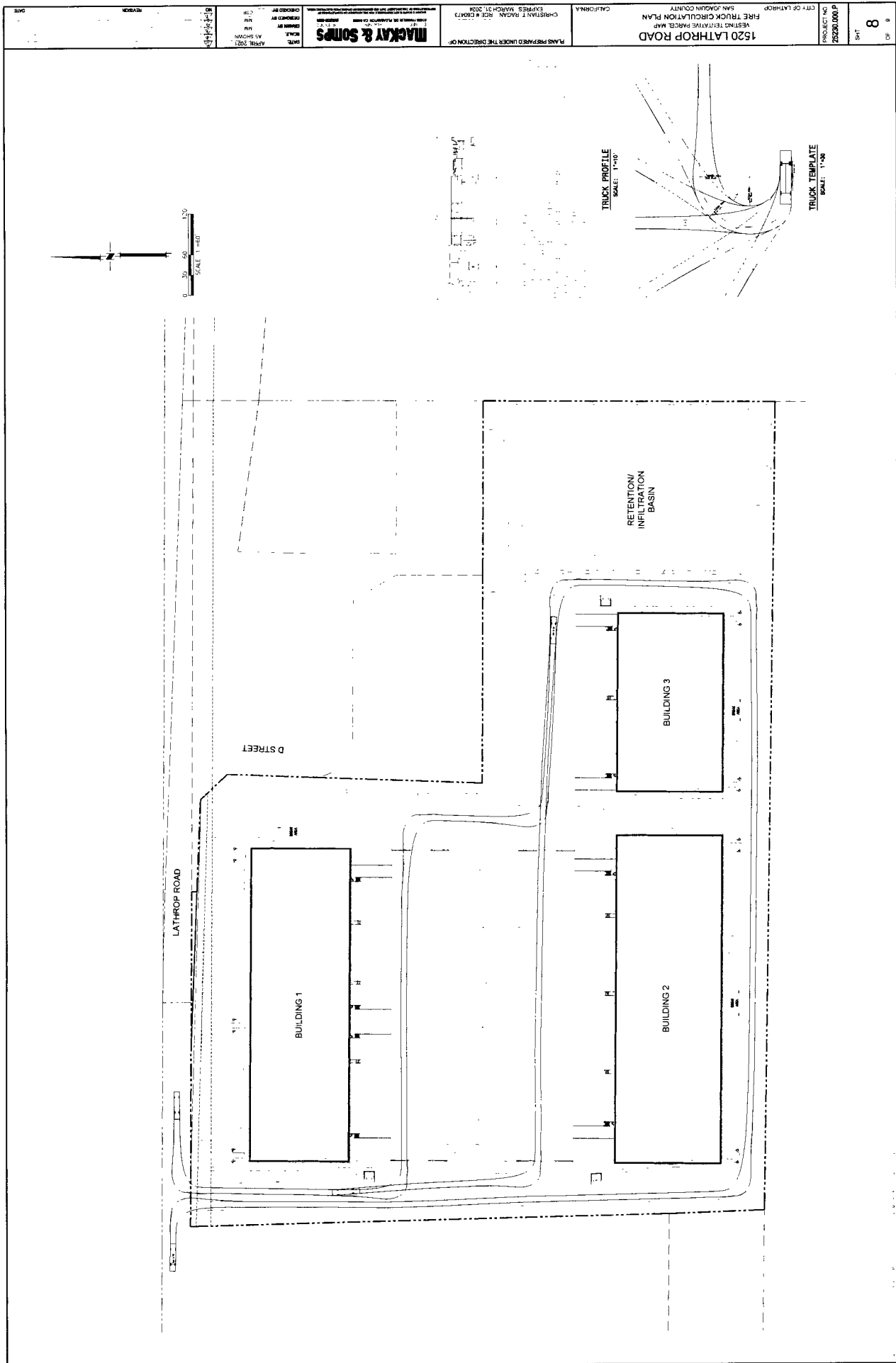


PROJECT NO. 25230.000.P
 CITY OF LATHROP
 COMMERCIAL TRUCK ACCESS PLAN
 1520 LATHROP ROAD
 SHELBY COUNTY
 TNS
 DATE: APRIL 2021
 DRAWN BY: AS SHOWN
 CHECKED BY: [Signature]
 DESIGNED BY: [Signature]
 SCALE: AS SHOWN
 DATE: [Signature]
 REVISION: [Signature]

Mackay & Sons
 ENGINEERS & ARCHITECTS
 1000 N. W. 10th St.
 Fort Lauderdale, FL 33304
 PHONE: (954) 571-1111
 FAX: (954) 571-1112
 WWW: www.mackaysons.com

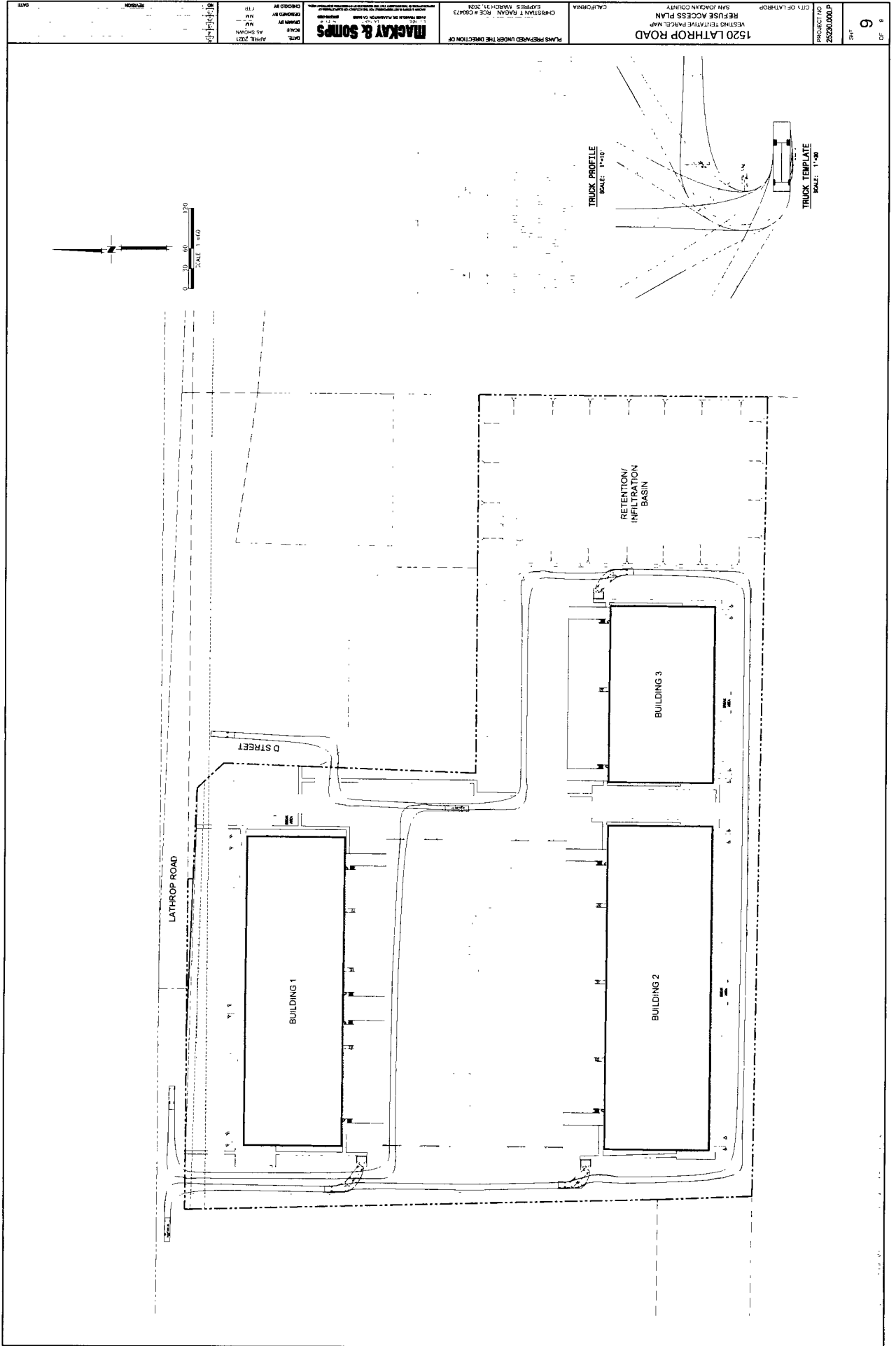
PLANS PREPARED UNDER THE DIRECTION OF
 CHRISTIAN T. ROMAN, P.E. & C. 00073
 EXPRESS, MARCH 31, 2024
 CALIFORNIA

SHEET
 7
 OF
 9

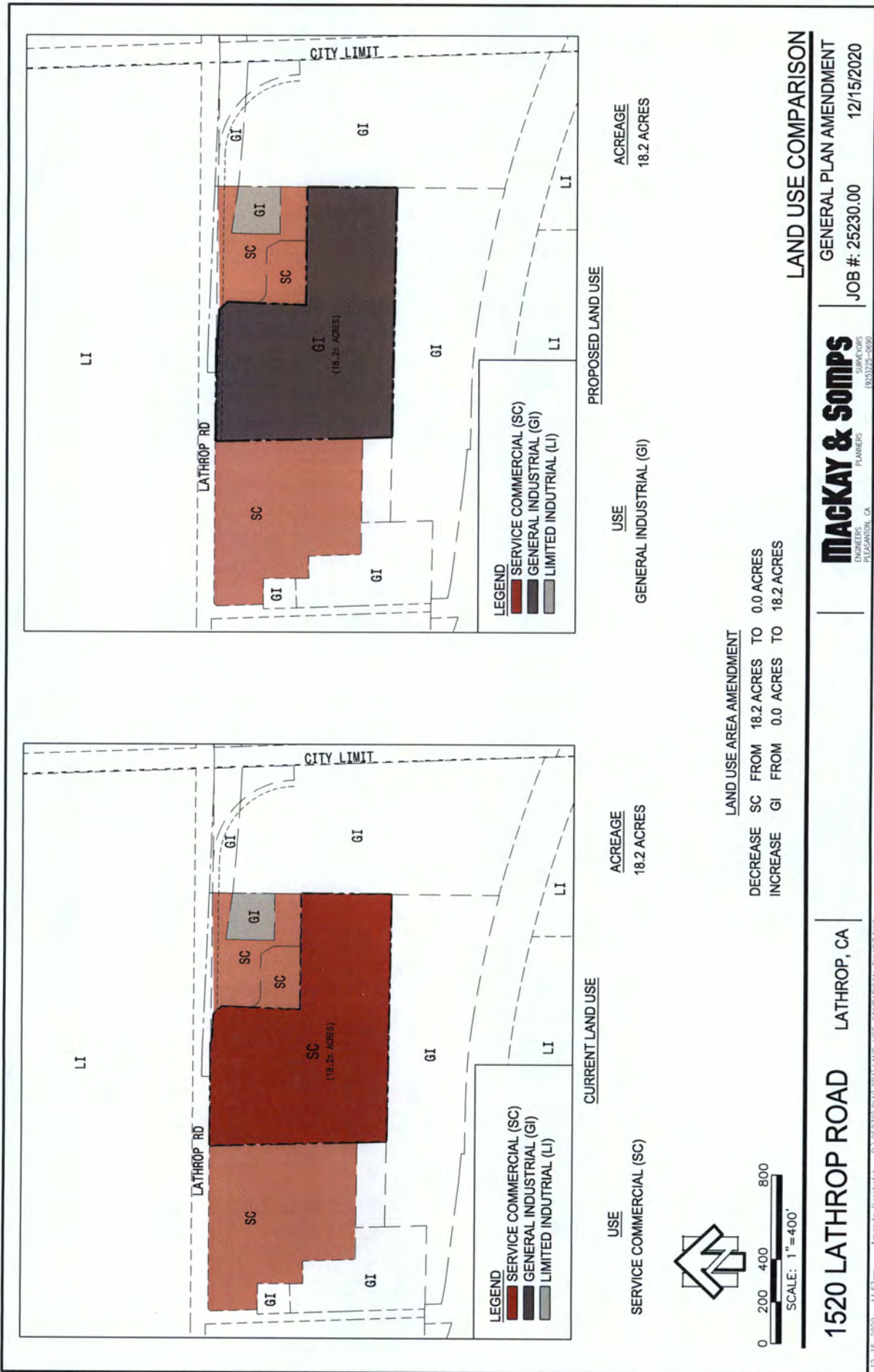


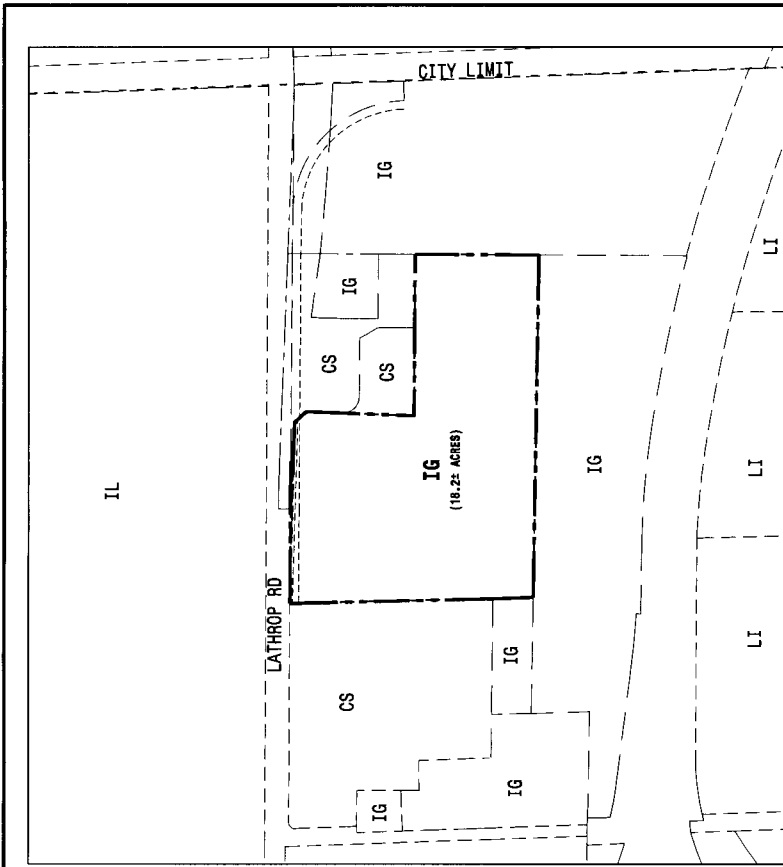
1520 LATHROP ROAD
 FIRE TRUCK CIRCULATION PLAN
 REVISIONS TITAVIVE PART B MAP
 SAN JOAQUIN COUNTY
 CITY OF LATHROP
 PROJECT NO. 25260000-P
 SHEET 8 OF 10

PLANS PREPARED UNDER THE DIRECTION OF
 CHESTERMAN F. BLOOM, REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 10000, STATE OF CALIFORNIA
 EXPIRES MARCH 31, 2024
 MACKAY & SOMPS
 1000 W. BROADWAY, SUITE 100, SACRAMENTO, CA 95811
 DATE: APRIL 2021
 SCALE: AS SHOWN
 DRAWN BY: MJS
 CHECKED BY: MJS
 REVISION:

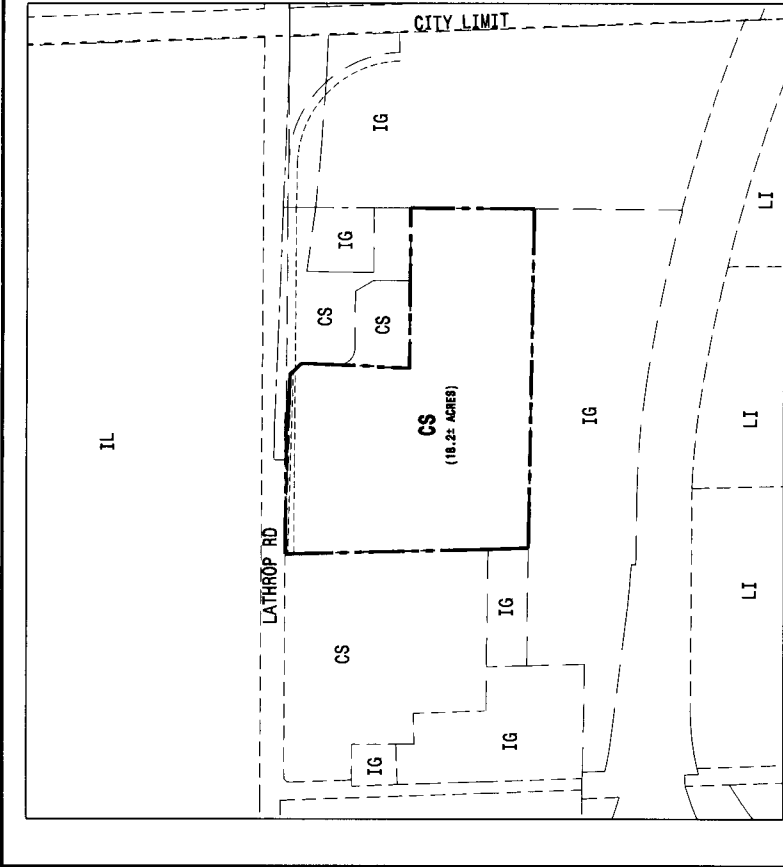


PROJECT NO: 230200001
 CITY OF LATHROP
 1520 LATHROP ROAD
 WASHINGTON TERRITORY, WASH
 94600
 REFUSE ACCESS PLAN
 SAN JOAQUIN COUNTY
 CALIFORNIA
 CHRISTIAN T. RAOUL, RCE & CO./CS
 EXPRESS, MARCH 31, 2024
 PLANS PREPARED UNDER THE DIRECTION OF
Mackay & Somp
 DATE: APRIL 2024
 SCALE: AS SHOWN
 DRAWN BY: J.M.
 CHECKED BY: J.M.
 GROUP BY: J.M.
 DATE: APRIL 2024
 PROJECT NO: 230200001
 SHEET NO: 6 OF 6





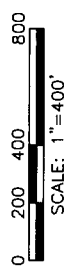
PROPOSED ZONING
 GENERAL INDUSTRIAL (IG)
 ACREAGE
 18.2 ACRES



CURRENT ZONING
 COMMERCIAL SERVICE (CS)
 ACREAGE
 18.2 ACRES

REZONING AREA CALCULATIONS

DECREASE CS FROM 18.2 ACRES TO 0.0 ACRES
 INCREASE IG FROM 0.0 ACRES TO 18.2 ACRES



ZONING COMPARISON

1520 LATHROP ROAD LATHROP, CA
 JOB # - 25230.00
 REZONE
 12/15/2020

MACKAY & SOMPS
 ENGINEERS SURVEYORS PLANNERS
 PLEASANTON, CA (925)355-0006

Scannell Industrial Development Project – Transportation Analysis

Prepared for:
De Novo Planning Group
City of Lathrop

September 9, 2021

RS21-4062

FEHR  PEERS

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1. Introduction

This study addresses the potential transportation impacts associated with the proposed Scannell Industrial Development project located in the City of Lathrop. Intersection operations, site access, and consistency with relevant policies are analyzed. This report documents the methodologies, inputs, and results of the analysis.

1.1 Project Site Description

The proposed project includes the development of three industrial buildings totaling 191,160 square feet located in the City of Lathrop. The project is located on the south side of Lathrop Road between McKinley Avenue and D Street. Adjacent land uses to the north, south, east, and west are industrial. **Figure 1** displays the location of the proposed project.

Access is proposed via one right in/right out driveway on Lathrop Road and one driveway on D Street. **Figure 2** displays the project site plan and proposed access.

1.2 Study Description

The study area is based on the proposed project's location, site access, and expected trip generation, distribution, and assignment. Traffic operations are analyzed at the following intersections:

- 1) Lathrop Road/I-5 Southbound Ramps
- 2) Lathrop Road/I-5 Northbound Ramps
- 3) Lathrop Road/D Street
- 4) Lathrop Road/SR 99 Southbound Ramps
- 5) Lathrop Road/SR 99 Northbound Ramps
- 6) Lathrop Road/Project Driveway (future intersection)

The study intersections are evaluated for the following four scenarios:

- **Existing Conditions** – Analyzes operations as they exist today.
- **Existing Plus Project Conditions** – Analyzes existing operations with the addition of trips generated from the proposed project.
- **Cumulative No Project Conditions** - Analyzes cumulative year volumes based on the City of Lathrop Travel Demand Forecasting (TDF) Model, assuming the project is developed with a retail type development permitted under the current Service Commercial General Plan designation.

- **Cumulative Plus Project Conditions** – Analyzes cumulative year volumes, assuming the project is developed with the proposed industrial project, rather than a retail type development analyzed under Cumulative No Project Conditions.

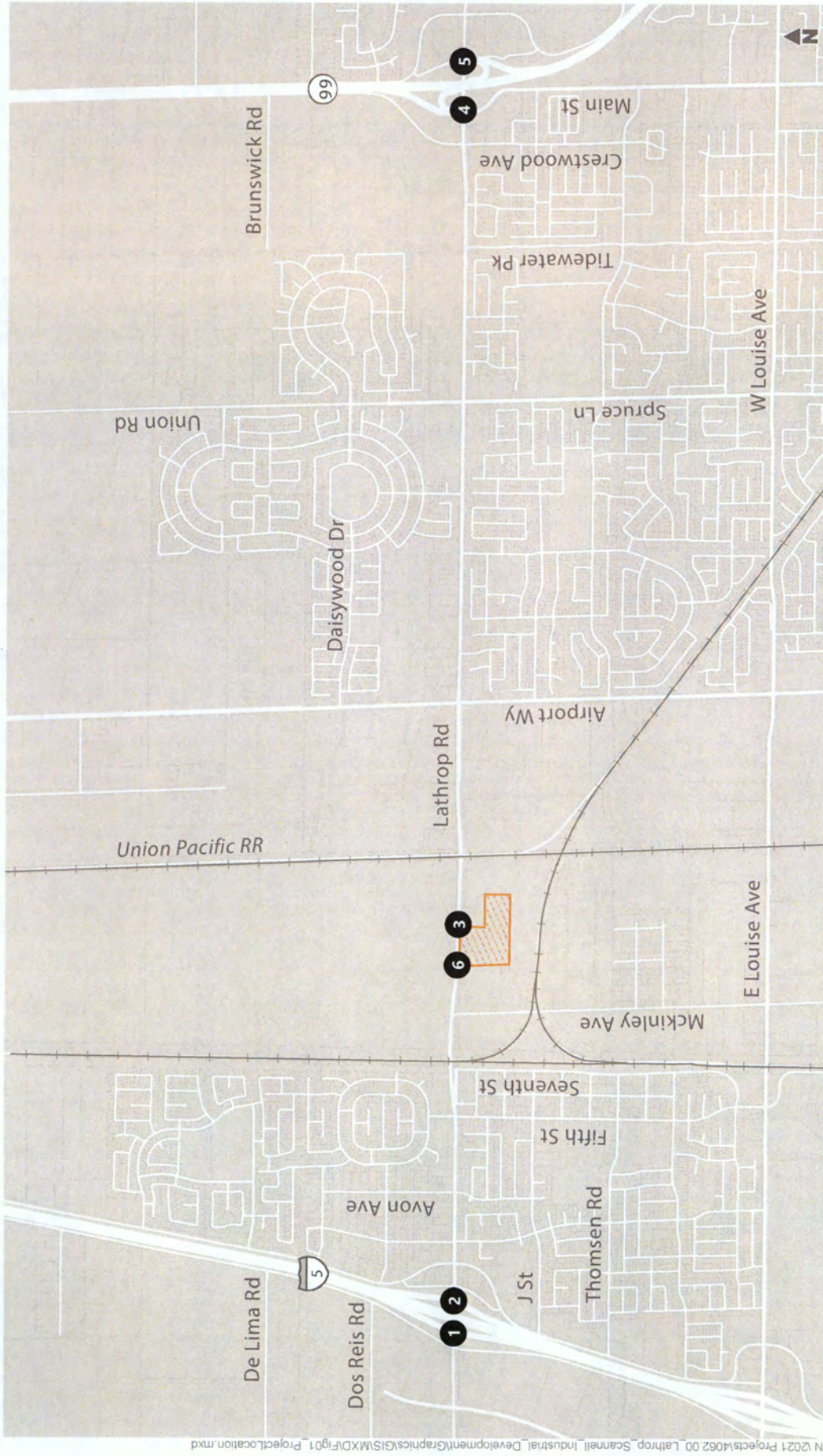
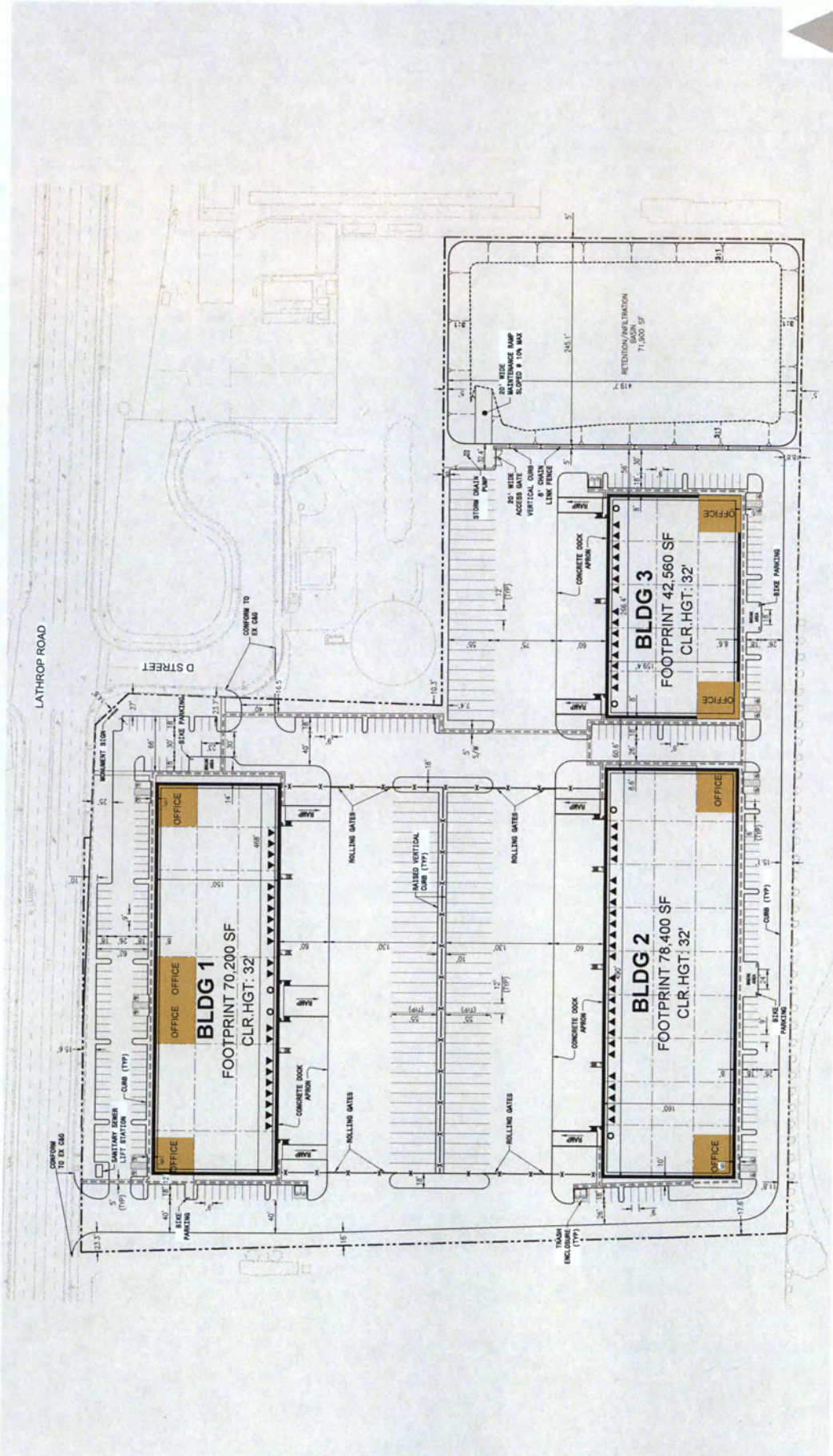


Figure 1
Project Location



Figure 2
Project Site Plan



N:\2021 Projects\062 00_Lathrop_Scannell_Industrial_Development\Graphics\A\Fig02_siteplan.a

2. Applicable Standards and Analysis Methodology

This chapter describes applicable standards and methodology used to analyze the study intersections described above.

2.1 Applicable Policies and Standards

Intersection Operations

The study intersections are analyzed using procedures and methodologies contained in the *Highway Capacity Manual – 6th Edition* (Transportation Research Board, 2016). These methodologies are applied using Synchro 10 software which considers traffic volumes, lane configurations, signal timings, signal coordination, and other pertinent parameters of intersection operations. Individual peak hour volumes, peak hour factors, and heavy vehicle percentages are used for the study intersections.

Level of Service Definition

The study intersections are analyzed using the concept of Level of Service (LOS). LOS is a qualitative measure of traffic operating conditions whereby a letter grade, from A (the best) to F (the worst), is assigned. These grades represent the perspective of drivers and are an indication of the comfort and convenience associated with driving. In general, LOS A represents free-flow conditions with no congestion, and LOS F represents severe congestion and delay under stop-and-go conditions. For signalized intersections and all way stop control intersections, LOS is based on the average delay experienced by all vehicles passing through the intersection. For side-street stop controlled intersections, LOS is based on the average delay experienced by all vehicles passing through the intersection and delay experienced by vehicles making the worst-case movement at the intersection. **Table 1** displays the delay range associated with each LOS category for signalized and unsignalized intersections.

Table 1: Intersection Level of Service (LOS) Criteria			
LOS	Description (for Signalized Intersections)	Average Delay (Seconds/Vehicle) at Signalized Intersections	Average Delay (Seconds/Vehicle) at Unsignalized Intersections
A	Operations with very low delay occurring with favorable traffic signal progression and/or short cycle lengths.	< 10.0	< 10.0
B	Operations with low delay occurring with good progression and/or short cycle lengths.	> 10.0 to 20.0	> 10.0 to 15.0
C	Operations with average delays resulting from fair progression and/or longer cycle lengths. Individual cycle failures begin to appear.	> 20.0 to 35.0	> 15.0 to 25.0
D	Operations with longer delays due to a combination of unfavorable progression, long cycle lengths, or high V/C ratios. Many vehicles stop and individual cycle failures are noticeable.	> 35.0 to 55.0	> 25.0 to 35.0
E	Operations with high delay values indicating poor progression, and long cycle lengths. Individual cycle failures are frequent occurrences. This is considered to be the limit of acceptable delay.	> 55.0 to 80.0	> 35.0 to 50.0
F	Operations with delays unacceptable to most drivers occurring due to over-saturation, poor progression, or very long cycle lengths.	> 80.0	> 50.0
Note: LOS = level of service; V/C ratio = volume-to-capacity ratio Source: Transportation Research Board, 2016			

Intersection Operations Standards

While level of service (LOS) may no longer be used to identify significant transportation impacts in CEQA documents for land use projects, this analysis includes a LOS analysis to determine if the proposed project would result in unacceptable intersection operations at the study intersections. Based on policies identified in the City of Lathrop General Plan and the Transportation Concept Reports for I-5 and SR 99, LOS D or better is considered acceptable at the SR 99 NB and SB Ramps/Lathrop Road intersections and the I-5 NB and SB Ramps/Lathrop Road intersections, and LOS C or better is considered acceptable at the Lathrop Road/D Street and Lathrop Road/Project Driveway intersections.

Data Collection

Weekday AM and PM peak period traffic count data collected in April 2018 for the City of Lathrop 2018 Traffic Monitoring Program was used to develop AM and PM peak hour intersection turning movement counts at the I-5 NB and SB Ramps/Lathrop Road study intersections. Weekday AM and PM peak period traffic count data collected in June 2021 was used to develop AM and PM peak hour intersection turning movements for the SR 99 NB and SB Ramps/Lathrop Road intersections and the Lathrop Road/D Street

intersection. **Figure 3** displays the existing intersection turning movement counts at the study intersections.

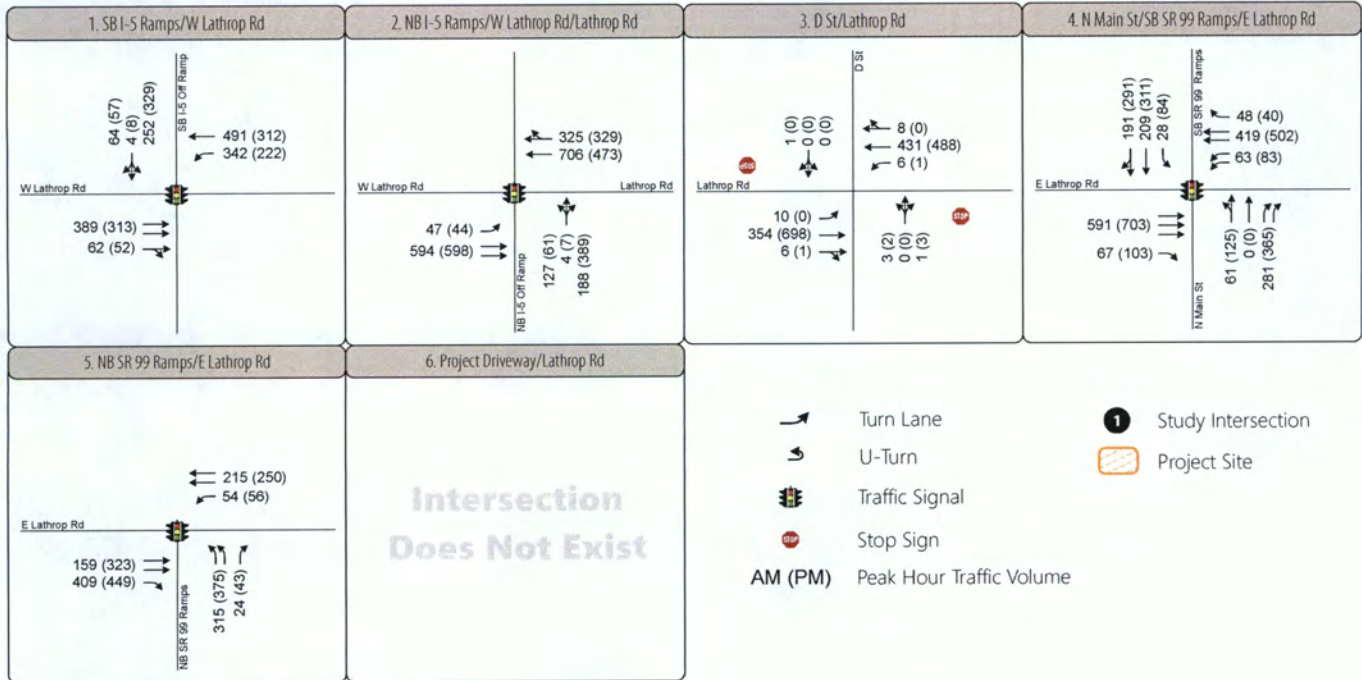
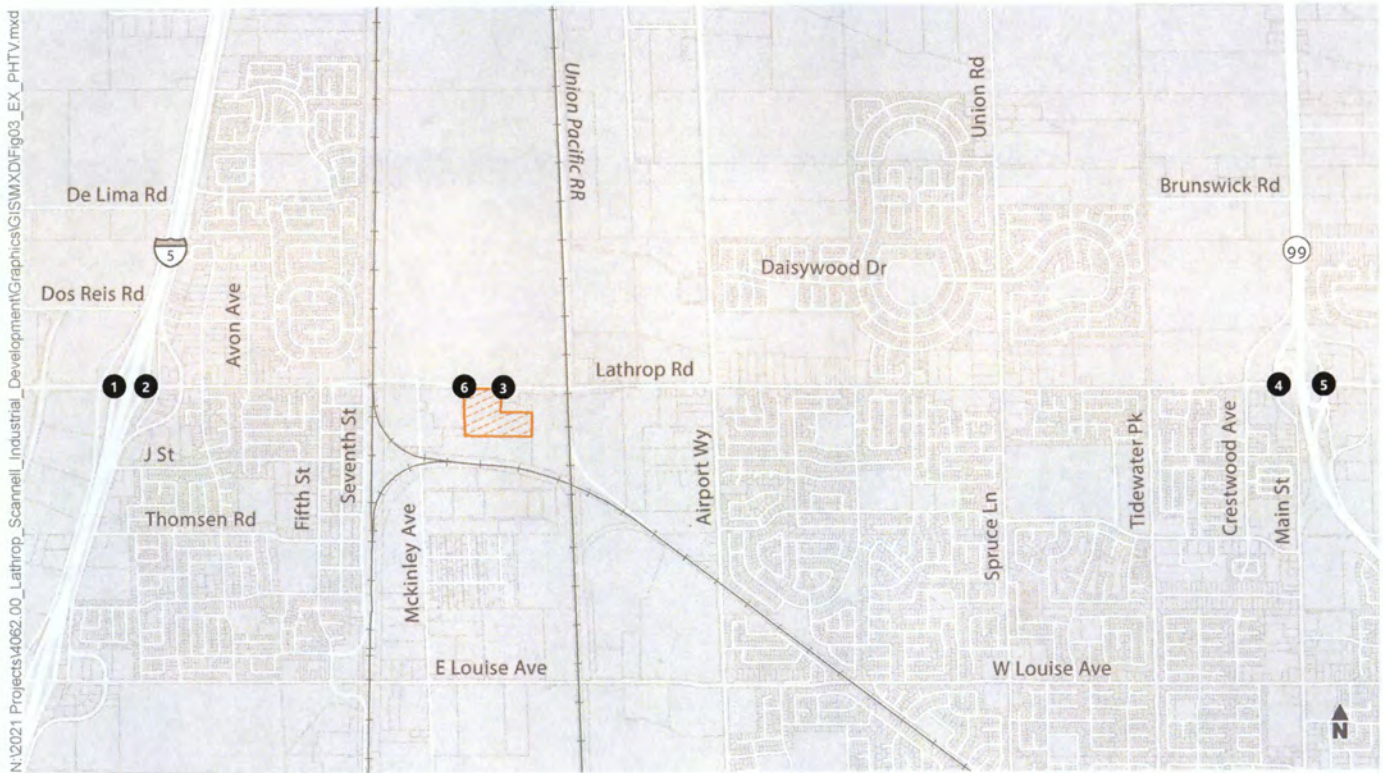


Figure 3

Peak Hour Traffic Volumes and Lane Configurations - Existing Conditions



Travel Demand Forecasting

The City of Lathrop Travel Demand Model (TDM), which is a modified version of the San Joaquin Council of Governments TDM, was used to develop cumulative year forecasts for the study intersections.

The City of Lathrop Base Year (2020) TDM was recently updated for the River Islands project. Minor modifications were more recently made based on on-going work Fehr & Peers is completing for the City of Manteca General Plan Update. The City of Lathrop Cumulative Year TDM was recently updated for the River Islands project and City of Manteca General Plan Update and incorporates cumulative year land use assumptions for the City of Manteca, City of Lathrop, City of Ripon and surrounding unincorporated areas of San Joaquin County. The TDF model was used to develop Cumulative No Project (assuming a retail type development consistent with the existing Service Commercial General Plan land use designation) intersection turning movement forecasts. The retail development was then removed from the TDF and project trips were added to develop Cumulative Plus Project forecasts.

The traffic forecasting adjustment procedure known as the “difference method” was used to develop Cumulative Year AM and PM peak hour traffic forecasts. For a given intersection, this forecasting procedure is calculated as follows for every movement at the study intersection:

$$\text{Cumulative Year Forecast} = \text{Existing Volume} + (\text{Cumulative Year TDF Model} - \text{Base Year TDF Model})$$

3. Existing and Existing Plus Project Conditions

This chapter presents the intersection operations analysis under existing conditions and existing plus project conditions.

3.1 Existing Conditions

Existing Intersection Operations

Table 2 displays the existing AM and PM peak hour operations at the study intersections. Technical calculations are displayed in **Appendix A**.

Table 2: Intersection Operations – Existing Conditions				
Intersection	Control Type	Peak Hour	Delay ¹	LOS
1. I-5 SB Ramps/Lathrop Rd	Signal	AM PM	18 17	B B
2. I-5 NB Ramps/Lathrop Rd	Signal	AM PM	16 19	B B
3. Lathrop Road/D St	SSSC	AM PM	1 (15) 1 (17)	A (B) A (C)
4. SR 99 SB Ramps/Lathrop Rd	Signal	AM PM	15 18	B B
5. SR 99 NB Ramps/Lathrop Rd	Signal	AM PM	12 12	B B
Notes: SSSC = Side-Street Stop Control; LOS = Level of Service ¹ For signalized intersections, average intersection delay is reported in seconds per vehicle for all approaches. For side-street stop controlled intersections, average intersection delay and (worst-case movement) are reported. Source: Fehr & Peers, 2021				

As displayed, all intersections operate acceptably during the AM and PM peak hours under existing conditions. At Lathrop Road/D Street, motorists making the northbound left turn experience the highest delay of approximately 15 seconds during the AM peak hour and 17 seconds during the peak hour.

3.2 Project Trip Generation

Project trips were estimated using trip rates published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual 10th Edition Supplement (2020)*. The 10th Edition Supplement provides trip rates for multiple industrial land uses. Because a specific tenant has not yet been identified, a blended trip rate based on the potential land uses was used to calculate daily, AM and PM peak hour trips. The following ITE land use categories are applicable to the proposed project and were used to develop the blended rate.

- Industrial Park (ITE 130) – An industrial park contains a number of industrial or related facilities and is characterized by a mix of manufacturing, service, and warehouse facilities with a wide variation in the proportion of each type of use from one location to another.
- Warehousing (ITE 150) – A warehouse is primarily devoted to the storage of materials, but it may also include office and maintenance areas.
- High-Cube Transload and Short-Term Storage Warehouse (ITE 154) – A high-cube warehouse is a building that typically has at least 200,000 gross square feet of floor area, has a ceiling height of 24 feet or more, and is used primarily for the storage and/or consolidation of manufactured goods prior to their distribution to retail locations or other warehouses. Transload facilities have a primary function of consolidation and distribution of pallet loads for manufacturers, wholesalers, or retailers. Short-term facilities are high-efficiency distribution facilities used for movement of large volumes of freight with only short-term storage of products.
- High-Cube Fulfillment Center Warehouse (ITE 155) – A high-cube fulfillment center is similar to a high-cube transload or short-term storage warehouse but is different in that it is typically used for a significant storage function and direct distribution of ecommerce product to end users. These facilities typically handle smaller packages and quantities than other types of high-cube warehouses.

In addition to total vehicle trips, the 10th Edition Supplement provides heavy vehicle trip rates. Similar to the total vehicle trip generation, a blended trip generation rate for heavy vehicles was used. **Table 3** displays the trip generation for the Proposed Project.

Land Use	Quantity (ksf)	Trip Type	Daily	AM Peak			PM Peak		
				In	Out	Total	In	Out	Total
Industrial/Warehouse (ITE 130, 150, 154, 155)	191.2	Passenger Vehicle	320	27	5	32	10	26	36
		Heavy Vehicle	78	3	3	6	2	2	4
		Total	398	30	8	38	12	28	40
Notes: Trip generation is based on trip rates published in <i>Trip Generation Manual 10th Edition Supplement</i> (Institute of Transportation Engineers, 2020). Source: Fehr & Peers, 2021									

3.3 Project Trip Distribution

Passenger vehicle (employee) trips were distributed throughout the study area based the location of proposed access, existing directional patterns and output from the Base Year TDM. City staff has indicated all inbound and outbound heavy vehicles (trucks) would be required to access the development via McKinley Road to Lathrop Road and no trucks would be permitted on Lathrop Road west of McKinley Avenue. Therefore, this analysis assumes no trucks would use Lathrop Road west of McKinley Avenue. Review of Streetlight Data Origin-Destination data indicates that a very low percentage of truck trips with an origin or destination in Lathrop take SR 99 to Lathrop Road; the majority of trips come directly from I-5, I-205, and SR 120. Therefore, no truck trips were assigned on Lathrop Road east of the project site.

Figure 4 displays the distribution of vehicle trips throughout the study area.

3.4 Existing Plus Project Conditions

Existing Plus Project Intersection Operations

As previously noted, access is proposed via one right in/right out driveway on Lathrop Road and one driveway on D Street. The D Street driveway would provide access to the Lathrop Road/D Street intersection, which is a full access intersection; therefore, it is anticipated that all westbound inbound and outbound trips would to use this intersection.

Project trips were added to the study intersections based on the trip distribution displayed in **Figure 4** and trip assignment described above. **Figure 5** displays the intersection turning movements under existing plus project conditions.

Table 4 displays the AM and PM peak hour intersection operations under existing plus project conditions. Technical calculations are displayed in **Appendix A**.

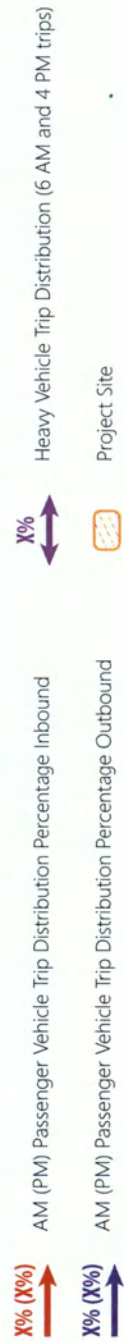
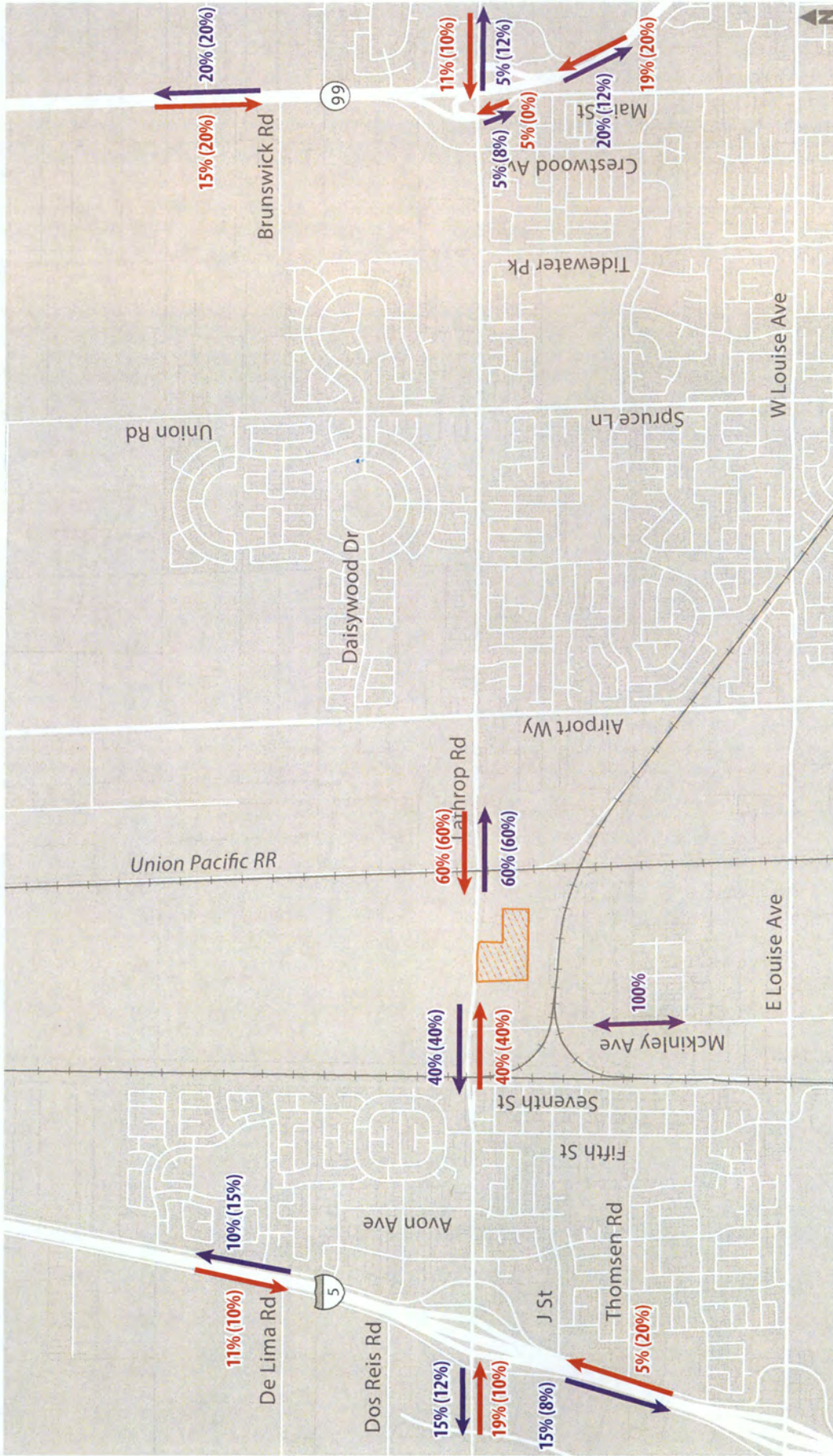


Figure 4
Existing Plus Project Trip Distribution

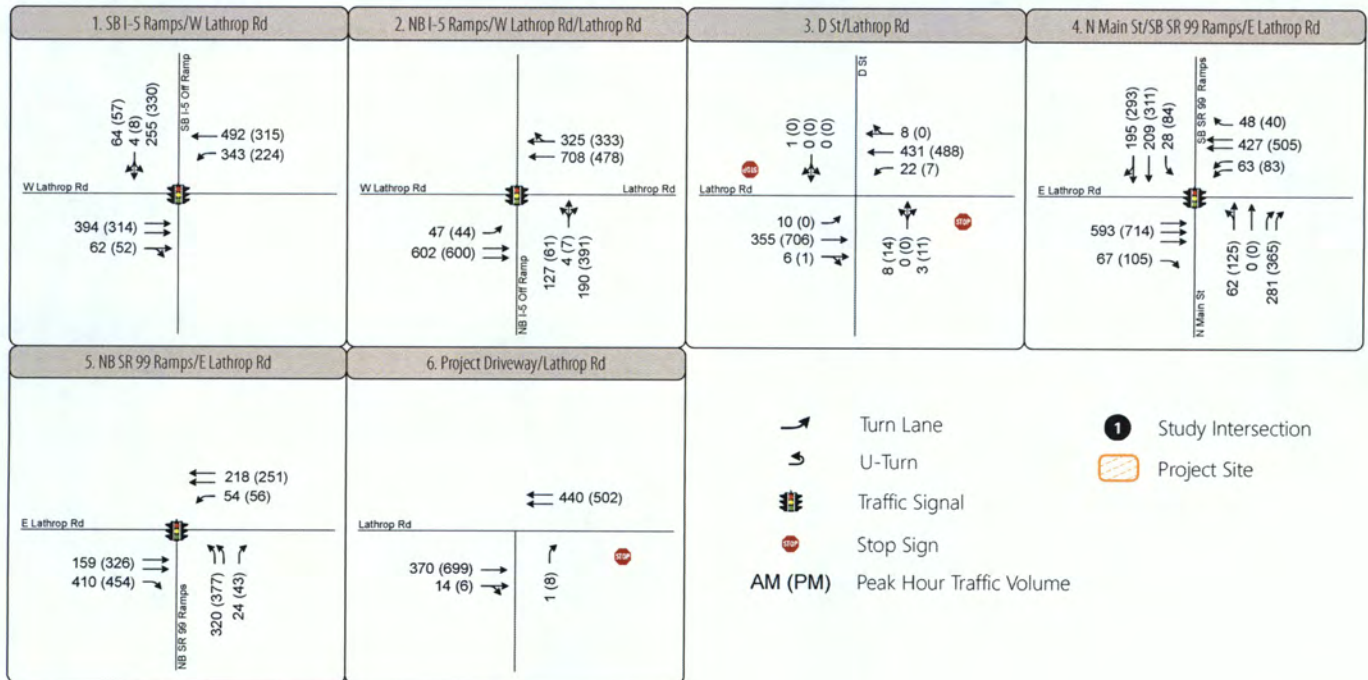


Figure 5

Peak Hour Traffic Volumes and Lane Configurations - Existing Plus Project Conditions



Table 4: Intersection Operations – Existing Plus Project Conditions

Intersection	Control Type	Peak Hour	Existing Conditions		Existing Plus Project Conditions	
			Delay ¹	LOS	Delay ¹	LOS
1. I-5 SB Ramps/Lathrop Rd	Signal	AM PM	18 17	B B	18 17	B B
2. I-5 NB Ramps/Lathrop Rd	Signal	AM PM	16 19	B B	16 19	B B
3. Lathrop Road/D St	SSSC	AM PM	1 (15) 1 (17)	A (B) ² A (C)	1 (15) 1 (21)	A (C) ² A (C)
4. SR 99 SB Ramps/Lathrop Rd	Signal	AM PM	15 18	B B	15 18	B B
5. SR 99 NB Ramps/Lathrop Rd	Signal	AM PM	12 12	B B	12 12	B B
6. Lathrop Road/Project Driveway	SSSC	AM PM	N/A	N/A	1 (10) 1 (11)	A (A) A (B)

Notes:

SSSC = Side-Street Stop Control; LOS = Level of Service

¹ For signalized intersections, average intersection delay is reported in seconds per vehicle for all approaches. For side-street stop controlled intersections, average intersection delay and (worst-case movement) are reported.

² Intersection LOS differs due to rounding.

Source: Fehr & Peers, 2021

As displayed, all intersections would operate acceptably with the addition of project trips. Intersection delay would remain the same at all intersections except for Lathrop Road/D Street. Motorists making a northbound left turn would continue to experience the highest delay at this intersection. With the addition of project trips, delay for this movement would increase by less than one second during the AM peak hour and by approximately 4 seconds during the PM peak hour.

4. Cumulative Conditions Analysis

This chapter analyzes the impacts of the project under cumulative conditions. The analysis reflects long-term development in the City of Lathrop, Manteca and other nearby jurisdictions using the Cumulative Year TDF model previously described. It is noted that under cumulative conditions, a significant amount of growth is planned in Lathrop (as the TDM assumes full build out of the City). As a result, forecasted AM and PM peak hour volumes are high, particularly near I-5. The City is currently in the process of updating the General Plan, which will include an in depth evaluation of land uses and anticipated growth over the next 20 years. The TDM will be updated with the General Plan effort and may result in different forecasts along study intersections.

It is also noted, the Sharpe Depot project has not come to fruition and land use plans are unknown at this time. Therefore, this analysis does not assume land use growth on the parcel directly north of the project site. When a project is proposed on that parcel, additional analysis, particularly for the Lathrop Road/D Street intersection, should be completed.

The City of Lathrop has completed a Project Study Report (PSR) for the Lathrop Road/I-5 interchange. A partial cloverleaf is proposed. However, the PSR needs to be updated with Caltrans before completing environmental and design documents. Although the project is still in early stages and is not fully funded, interchange improvements are identified in the City's Capital Improvement Plan (PS 06-16) and the City has been collecting funds for interchange improvements through the Capital Facilities Fee Program. Therefore, based on direction from City staff, the following interchange improvements are included in the cumulative year analysis:

- **Lathrop Road/I-5 SB Ramps:**
 - Modify the southbound approach to include two left turn lanes and two right turn lanes
 - Modify the eastbound approach to include three through lanes
 - Modify the westbound approach to include two through lanes, one shared through/right turn lane, and one right turn lane

- **Lathrop Road/I-5 NB Ramps:**
 - Modify the northbound approach to include one left turn lane, one shared through/left turn lane, and two right turn lanes
 - Modify the eastbound approach to include two left turn lanes and two through lanes
 - Modify the westbound approach to include one through lane, one shared through/right turn lane, and one right turn lane

The following Synchro inputs were used for the cumulative year analysis at the Lathrop Road/I-5 interchange:

- Coordinated signal timing

- Custom phasing on the I-5 SB off-ramp
- Optimized signal timings and offsets for each cumulative scenario

4.1 Cumulative No Project Conditions

Cumulative No Project Intersection Operations

The Cumulative Year TDF model was used to develop cumulative year intersection turning movement forecasts. This scenario assumes a retail type development consistent with the existing Service Commercial General Plan designation and an FAR of 0.30 is constructed on the site. No improvements are assumed at the study intersections under this scenario, except for the modifications to the Lathrop Road/I-5 interchange previously described. All trips to the project site were assigned to the Lathrop Road/D Street intersection as there is no specific project and no proposed driveway locations to consider.

Figure 6 displays AM and PM peak hour turning movement and lane configurations at the study intersections. **Table 5** displays the AM and PM peak hour intersection operations. Technical calculations are displayed in **Appendix A**.

Intersection	Control Type	Peak Hour	Existing Conditions		Cumulative No Project Conditions	
			Delay ¹	LOS	Delay ¹	LOS
1. I-5 SB Ramps/Lathrop Rd ²	Signal	AM PM	18 17	B B	47 69	D E
2. I-5 NB Ramps/Lathrop Rd	Signal	AM PM	16 19	B B	55 56	D E
3. Lathrop Road/D St	SSSC	AM PM	1 (15) 1 (17)	A (B) A (C)	31 (> 1000) 426 (> 1000)	D (F) F (F)
4. SR 99 SB Ramps/Lathrop Rd	Signal	AM PM	15 18	B B	29 28	C C
5. SR 99 NB Ramps/Lathrop Rd	Signal	AM PM	12 12	B B	29 35	C D

Notes:
 SSSC = Side-Street Stop Control; LOS = Level of Service
Bold indicates unacceptable operations.
¹ For signalized intersections, average intersection delay is reported in seconds per vehicle for all approaches. For side-street stop controlled intersections, average intersection delay and (worst-case movement) are reported.
² For cumulative no project conditions, intersection level of service and delay is reported using HCM 2000 methodology, as custom phasing cannot be analyzed using HCM 6th Edition methodology.
 Source: Fehr & Peers, 2021

As displayed, the I-5 NB and SB Ramps/Lathrop Road intersections would operate unacceptably at LOS E during the PM peak hour and Lathrop Road/D Street would operate unacceptably at LOS F during the AM and PM peak hour.

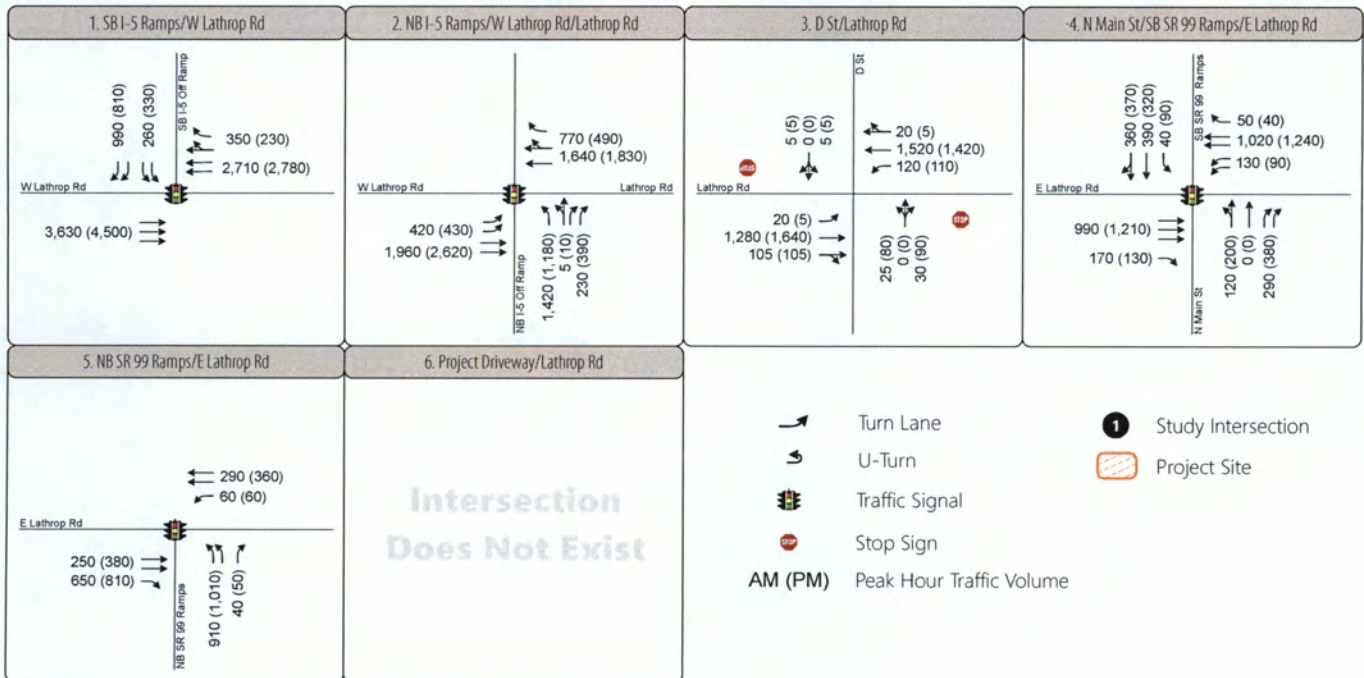


Figure 6

Peak Hour Traffic Volumes and Lane Configurations - Cumulative No Project Conditions



4.2 Cumulative Plus Project Conditions

Cumulative Plus Project Intersection Operations

Trips associated with the retail development were removed from the study intersections and project trips consistent with the trip generation displayed in Table 5 were added. The Cumulative Year TDF model was used to determine cumulative plus project trip distribution which is displayed on **Figure 7**.

Figure 8 displays the intersection turning movements under cumulative plus project conditions. **Table 6** presents the results of the cumulative plus project intersection operations analysis.

Table 6: Intersection Operations – Cumulative Plus Project Conditions						
Intersection	Control Type	Peak Hour	Cumulative No Project Conditions		Cumulative Plus Project Conditions	
			Delay ¹	LOS	Delay ¹	LOS
1. I-5 SB Ramps/Lathrop Rd ²	Signal	AM	47	D	40	D
		PM	69	E	48	D
2. I-5 NB Ramps/Lathrop Rd	Signal	AM	55	D	48	D
		PM	56	E	55	D
3. Lathrop Road/D St	SSSC	AM	31 (>1000)	D (F)	3 (359)	A (F)
		PM	426 (>1000)	F (F)	20 (>1000)	C (F)
4. SR 99 SB Ramps/Lathrop Rd	Signal	AM	29	C	29	C
		PM	28	C	28	C
5. SR 99 NB Ramps/Lathrop Rd	Signal	AM	29	C	29	C
		PM	35	D	30	C
6. Lathrop Road/Project Driveway	SSSC	AM	N/A	N/A	0 (16)	A (C)
		PM			1 (21)	A (C)

Notes:
 SSSC = Side-Street Stop Control; LOS = Level of Service
¹ For signalized intersections, average intersection delay is reported in seconds per vehicle for all approaches. For side-street stop controlled intersections, average intersection delay and (worst-case movement) are reported.
² Intersection level of service and delay is reported using HCM 2000 methodology, as custom phasing cannot be analyzed using HCM 6th Edition methodology.
 Source: Fehr & Peers, 2021

As displayed, most intersections would operate acceptably under cumulative plus project conditions and delay at all intersections would decrease or remain the same with the proposed project as the industrial development would generate less trips than a retail type development permitted under the existing Service Commercial land use designation.

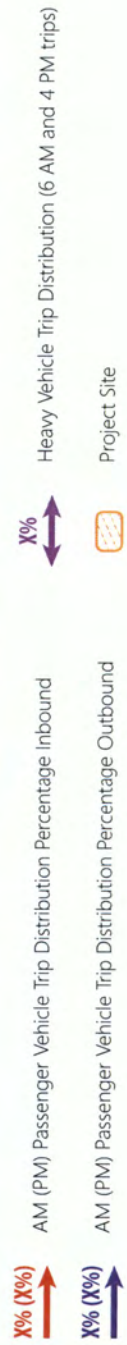
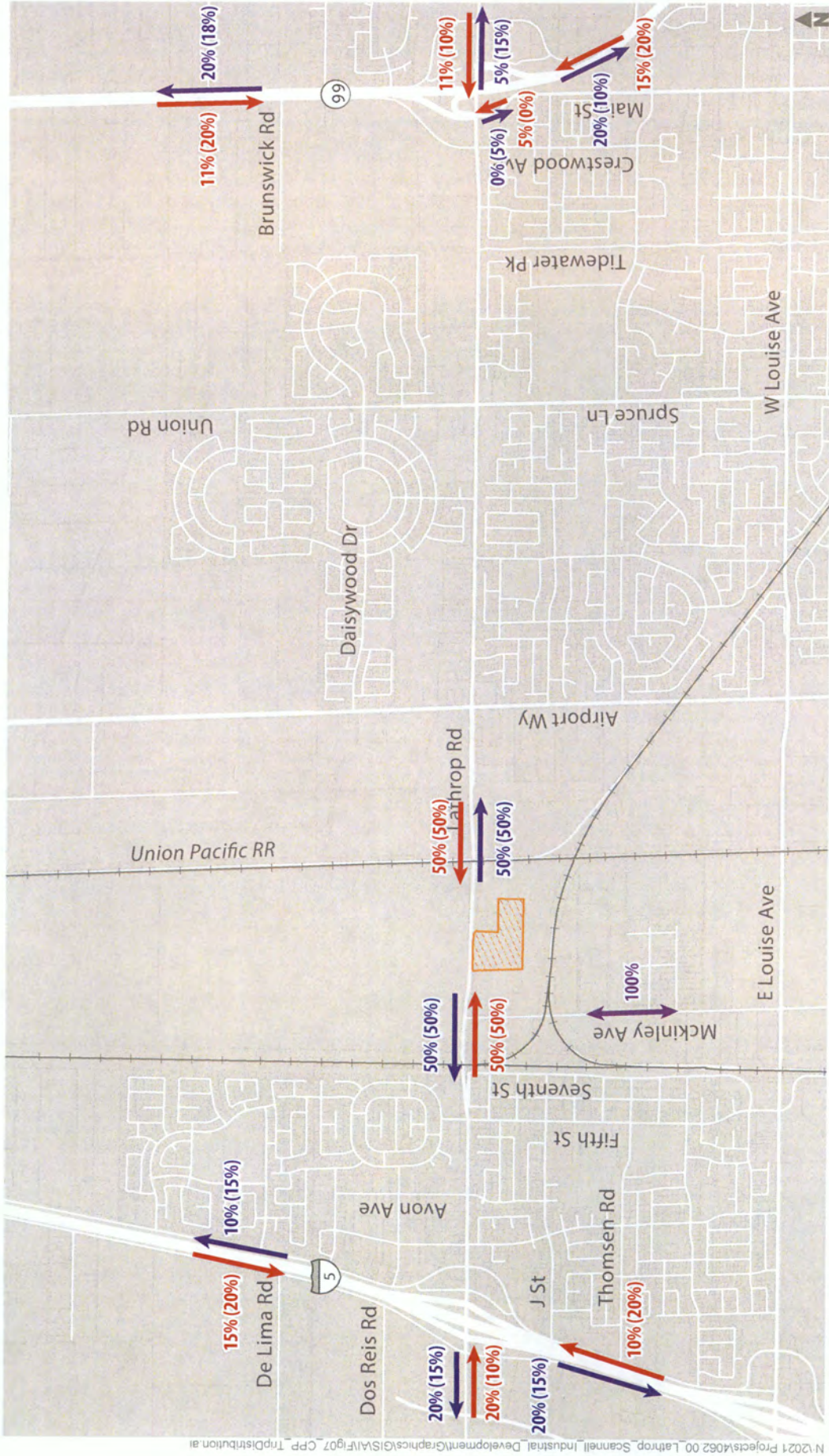


Figure 7
Cumulative Plus Project Trip Distribution

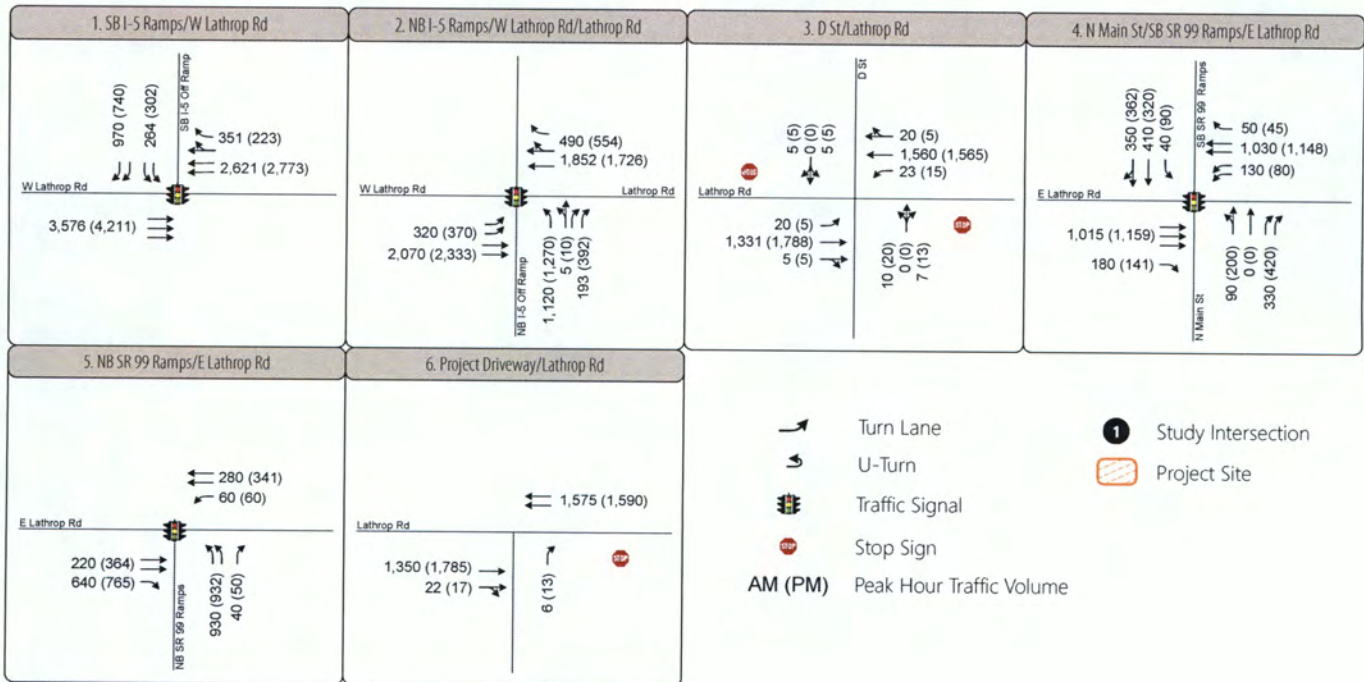
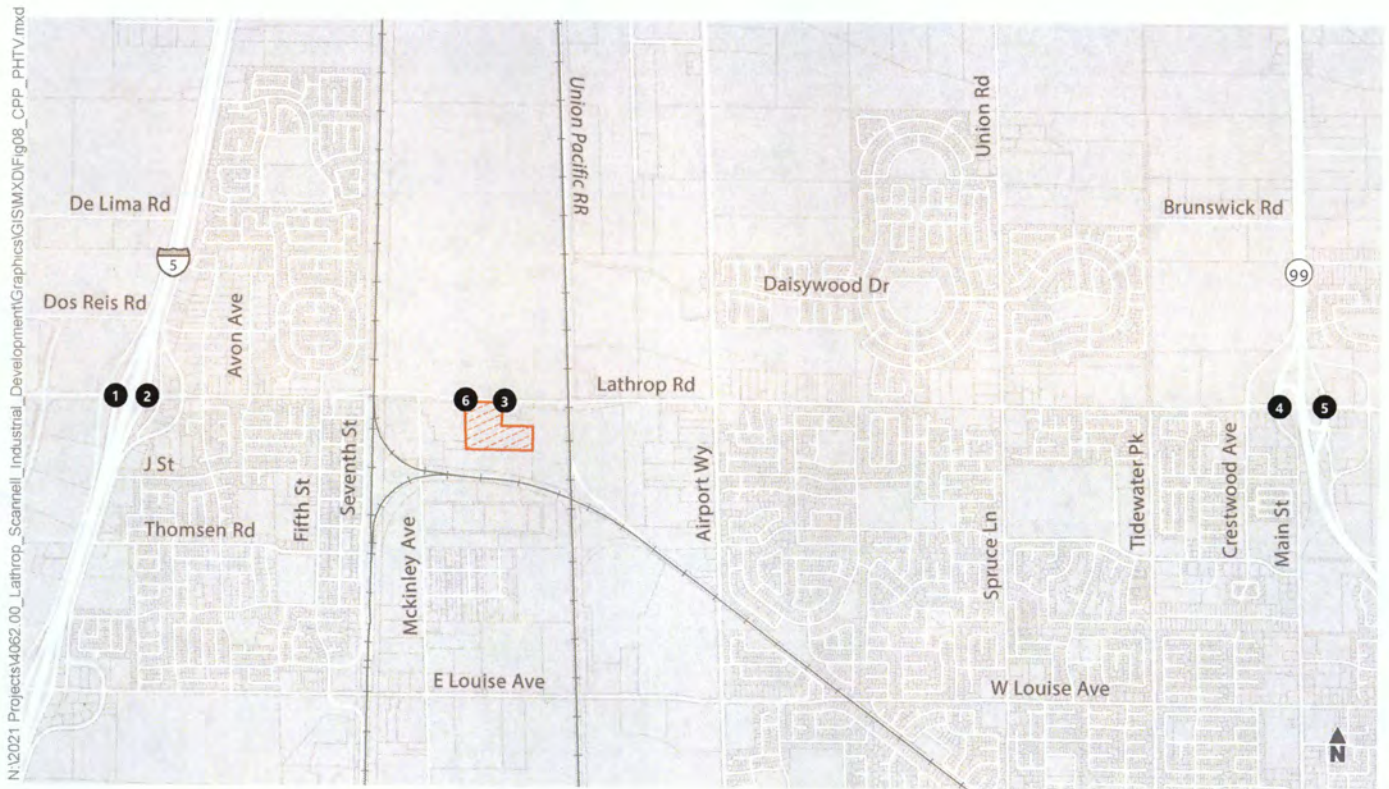


Figure 8

Peak Hour Traffic Volumes and Lane Configurations - Cumulative Plus Project Conditions



However, the Lathrop Road/D Street intersection would continue to operate unacceptably under cumulative plus project conditions. Motorists making a northbound left turn would continue to experience the highest delay at this intersection.

Signal Warrant Analysis

Because the Lathrop Road/D Street intersection would operate unacceptably under both cumulative scenarios, we completed an AM and PM peak hour signal warrant analysis, consistent with the methodologies in the 2014 CA MUTCD, to evaluate the need for installation of a traffic signal.

Results of this analysis indicate traffic volumes on the minor street would not satisfy the warrant for installation of a traffic signal in the AM peak hour for either the cumulative no project or cumulative plus project scenarios or PM peak hour for the cumulative plus project scenario. Volumes would satisfy the warrant for installation of a traffic signal in the PM peak hour under the cumulative no project scenario.

However, a signal is recommended at this intersection due to high delay experienced on the minor streets, need for left turning movements into and out of D Street, and heavy trucks associated with the existing concrete facility and proposed project. It is recommended that the signal be installed with the proposed project or the developer pay a fair-share for future installation of the traffic signal. **Table 7** displays the results of intersection operations under cumulative conditions with installation of a traffic signal.

Table 7: Intersection Operations – Cumulative Conditions with Improvements

Intersection	Control Type	Peak Hour	Cumulative No Project Conditions		Cumulative No Project with Improvements		Cumulative Plus Project Conditions		Cumulative Plus Project with Improvements	
			Delay ¹	LOS	Delay ¹	LOS	Delay ¹	LOS	Delay ¹	LOS
1. Lathrop Road /D St	SSSC / Signal ²	AM	31 (>1000)	D (F)	12	B	3 (359)	A (F)	9	A
		PM	426 (>1000)	F (F)	23	C	20 (>1000)	C (F)	9	A

Notes:
 SSSC = Side-Street Stop Control; LOS = Level of Service
¹ For signalized intersections, average intersection delay is reported in seconds per vehicle for all approaches. For side-street stop controlled intersections, average intersection delay and (worst-case movement) are reported.
² Intersection was analyzed as a signal under the "with improvements" scenarios
 Source: Fehr & Peers, 2021

As displayed, the intersection would operate acceptably with installation of a traffic signal. However, this intersection should be re-evaluated when land use information for the Sharpe Depot project are known to determine if lane configuration or phasing modifications are necessary.

5. Additional Analysis

This chapter describes the additional analysis completed for the proposed project, including consistency with the General Plan and a site access evaluation.

5.1 General Plan Consistency

The City of Lathrop General Plan was reviewed to determine if the proposed development project would result in any inconsistencies with adopted transportation related policies. The proposed warehouse project is permitted under the existing Service Commercial General Plan land use designation. The City of Lathrop General Plan (adopted in 1991 and most recently amended in 2004) indicates the following improvements on Lathrop Road:

- Improve Lathrop Road to 4 traffic lanes between I-5 and the Manteca city limits; provide railroad separation structures.
- Construct Class II Bike Lanes

These improvements have been completed since adopted of the General Plan and the proposed project will not result in any inconsistencies with these improvements.

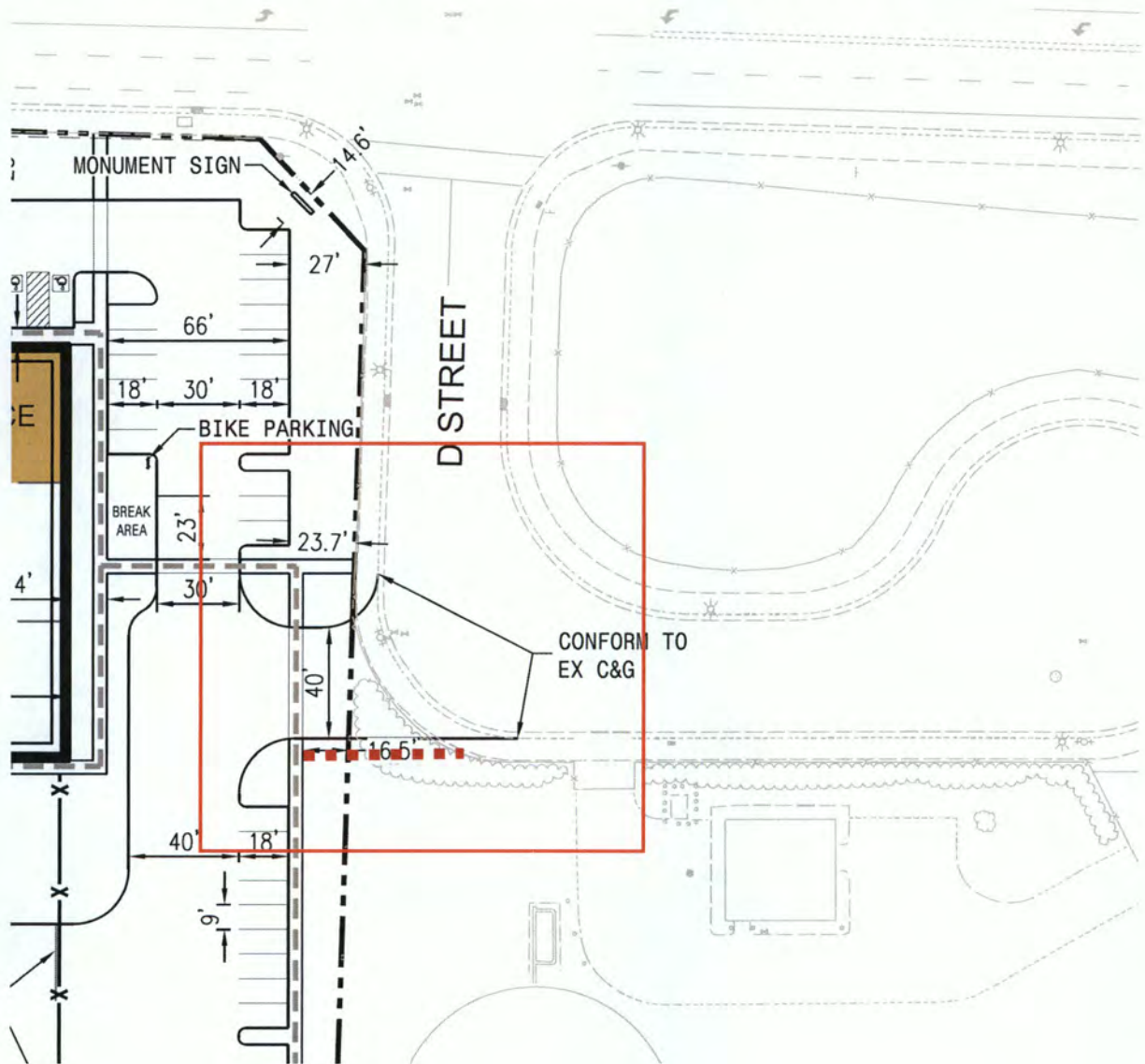
5.2 Site Access Evaluation

As described in Chapter 3 and displayed in **Figure 2**, access is proposed via one right in/right out driveway on Lathrop Road and one driveway on D Street. Civil Sheets 7, 8 and 9 (Mackay & Soms, April 2021) provide truck turning movements for semi-trailers (WB-50), fire trucks, and refuse trucks and indicate the project would provide adequate emergency and truck access. However, it is noted that because a tenant has not yet been identified, updated plans may be necessary to ensure adequate ingress and egress for larger trucks is provided should larger trucks need to access the site.

As previously noted, Fehr & Peers completed an AM and PM peak hour signal warrant analysis consistent with methodologies in the 2014 CA MUTCD for the Lathrop Road/D Street intersection under cumulative no project and cumulative plus project conditions. Results of this analysis indicate traffic volumes on the minor street would not satisfy the warrant for installation of a traffic signal in the AM peak hour for both scenarios or PM peak hour under the cumulative plus project scenario. Volumes would satisfy the warrant for installation of a traffic signal in the PM peak hour under the cumulative no project scenario.

However, a signal is recommended at this intersection due to high delay experienced on the minor streets, need for left turning movements into and out of D Street, and heavy trucks associated with the existing concrete facility and proposed project. It is recommended that the signal be installed with the proposed project or the developer pay a fair-share for future installation of the traffic signal.

Additionally, Civil Sheet 4 indicates that a portion of the existing sidewalk on D Street would be removed to accommodate the proposed driveway. It is unclear how this sidewalk on the southern side of the driveway approach would ultimately reconnect to provide adequate pedestrian access. If possible, this sidewalk should connect to the sidewalk proposed on-site for ADA access, similar to the connection to the sidewalk proposed to the north. This potential connection is displayed via the red dashed line below.



Attachment 11

Scannell Properties Industrial Project

Final Initial Study / Mitigated Negative Declaration, dated September 9,
2021

Due to the size of this document, it has not been reproduced in the staff report. A copy of the Final IS/MND is available for viewing and download on the City's website at <https://www.ci.lathrop.ca.us/com-dev/page/public-review-documents>. Individuals that are unable to access the Final IS/MND at the website listed above or would require a computer disk or thumb drive containing a copy of the document should contact Planning Staff at planning@ci.lathrop.ca.us or (209) 941-7290 to obtain a copy.



RESPONSE TO COMMENTS

RESPONSE TO COMMENTS:

Written comments on the Scannell Properties Industrial Project during the 20-day Public Review Period beginning on August 11, 2021 and ending on August 31, 2021. The comments are reproduced along with responses to those comments. To assist in referencing comments and responses, the following code system was used:

- Each letter comment is lettered (i.e., Comment A) and each comment within each letter is numbered (i.e. comment A-1, comment A-2).

These written responses have been prepared to preserve the Administrative Record as it relates to the Scannell Properties Industrial Project.

The table below lists the written comments on the Scannell Properties Industrial Project that were submitted to the City of Lathrop. The assigned comment number, comment date, commenter, and affiliation, if presented in the comment or if representing a public agency, are also listed.

Response Code	Signatory	Affiliation	Date
A	Maya I. Smith, Legal Assistant	Adams Broadwell Joseph & Cardozo	August 13, 2021
B	Adriana Lopez	N/A	August 23, 2021 (email)
C	Ector Olivares, Program Manager, Environmental Justice Program	Catholic Charities, Diocese of Stockton	August 31, 2021
D	Mary Meninga	N/A	August 30, 2021
E	Plan Review Team, Land Management	Pacific Gas & Electric	August 13, 2021
F	Aldara Salinas, Environmental Health Specialist	San Joaquin Environmental Health Department	August 25, 2021
G	Laurel Boyd, SJCOG, Inc.	San Joaquin Council of Governments	August 12, 2021
H	Brian Clements, Director of Permit Services	San Joaquin Valley Air Pollution Control District	August 31, 2021

ADAMS BROADWELL JOSEPH & CARDOZO

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

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KEVIN T. CARMICHAEL
CHRISTINA M. CARO
JAVIER J. CASTRO
THOMAS A. ENSLOW
KELILAH D. FEDERMAN
ANDREW J. GRAF
TANYA A. GULESSERIAN
KENDRA D. HARTMANN*
DARIEN K. KEY
RACHAEL E. KOSS
AIDAN P. MARSHALL

Of Counsel

MARC D. JOSEPH
DANIEL L. CARDOZO

*Not admitted in California
Licensed in Colorado

August 13, 2021

VIA EMAIL AND U.S. MAIL

Mark Meissner
Community Development Director
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Email: mmeissner@ci.lathrop.ca.us

Teresa Vargas
City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Email: website_cco@ci.lathrop.ca.us

VIA EMAIL

David Niskanen, Contract Planner
Email: planningconsultant@ci.lathrop.ca.us

**Re: Request for Mailed Notice of Actions and Hearings - Scannell
Properties Industrial Project (GPA-20-139, REZ-20-140, SPR-20-
141, TPM-20-142)**

Dear Mr. Meissner, Ms. Vargas, and Mr. Niskanen,

We are writing on behalf of San Joaquin Residents for Responsible Development ("San Joaquin Residents") to request mailed notice of the availability of any environmental review document, prepared pursuant to the California Environmental Quality Act, related to the Scannell Properties Industrial Project (GPA-20-139, REZ-20-140, SPR-20-141, TPM-20-142) ("Project"), proposed by Scannell Properties d.b.a. Scannell Properties #478, LLC ("Applicant"), as well as a copy of the environmental review document when it is made available.

The Project proposes to construct three industrial warehouse buildings on an 18.2-acre vacant site in the City of Lathrop. Building 1 calls for approximately 70,200 square feet on a 6.54-acre site, building 2 calls for approximately 78,400 square feet on a 5.58-acre site, and building 3 calls for approximately 42,560 square feet on a 3.50-acre site. The total square footage for all buildings would be 191,160 square feet. The Project would include 250 automobile parking spaces and 101 truck/trailer parking spaces, loading areas, and a stormwater retention/infiltration

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August 13, 2021

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basin. Approximately 10% of the building square footage would be dedicated to office uses while the remainder would be dedicated to warehouse uses. The Project site is located at 520 Lathrop Road, in the City of Lathrop, San Joaquin County, California (Assessor's Parcel Number 198-040-14).

San Joaquin Residents is an unincorporated association of individuals and labor organizations that may be adversely affected by the potential impacts associated with Project development. San Joaquin Residents include the International Brotherhood of Electrical Workers Local 595, Plumbers & Steamfitters Local 442, Sheet Metal Workers Local 104, Sprinkler Fitters Local 669, the District Council of Ironworkers and their members and their families; and other individuals that live and/or work in the City of Lathrop and San Joaquin County. San Joaquin Residents have a strong interest in enforcing the State's environmental laws that encourage sustainable development and ensure a safe working environment for its members.

We also request mailed notice of any and all hearings and/or actions related to the Project. These requests are made pursuant to Public Resources Code Sections 21092.2, 21080.4, 21083.9, 21092, 21108, 21152, and 21167(f) and Government Code Section 65092, which require local agencies to mail such notices to any person who has filed a written request for them with the clerk of the agency's governing body.

Please send the above requested items by email and U.S. Mail to our South San Francisco Office as follows:

U.S. Mail

Maya I. Smith
Adams Broadwell Joseph & Cardozo
601 Gateway Boulevard, Suite 1000
South San Francisco, CA 94080-7037

Email

msmith@adamsbroadwell.com

A-1

5440-001j

August 13, 2021
Page 3

Please call me at (650) 589-1660 if you have any questions. Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Maya', with a long horizontal flourish extending to the right.

Maya I. Smith
Legal Assistant

MIS:ljl

A-1

Response to Comment A – Maya I. Smith, Adams Broadwell Joseph & Cardozo

Response A-1: The commenter requests to be mailed notice of actions and hearings regarding the Scannell Properties Industrial Project. The request is for mailed notice of the availability of any environmental review document, prepared pursuant to the California Environmental Quality Act, related to the Scannell Properties Industrial Project, as well as a copy of the environmental review document when it is made available. The request also includes mailed notice of any and all hearings and/or actions related to the project. The commenter has been added to the City's CEQA Distribution list and Public Hearing notice list for the proposed project. No further response is warranted.

Ricardo Caguiat

From: Mark Meissner
Sent: Monday, August 23, 2021 10:22 AM
To: 'AJ Lopez'; Ricardo Caguiat
Cc: Michael King; David Niskanen
Subject: RE: MND Scannell

Hello Adriana,

My signature is on the document. The project is not exempt from CEQA so an Initial Study was required. De Novo Planning Group was recommended by me to prepare the Initial Study. Final determination will be made by the City Council.

Mark Meissner

Director - Community Development Department
City of Lathrop, 390 Towne Centre Drive Lathrop, CA 95330
Office: (209) 941-7266 | Cell: (209) 992-0008

From: AJ Lopez
Sent: Saturday, August 21, 2021 4:20 PM
To: Ricardo Caguiat
Cc: Mark Meissner ; Michael King ; David Niskanen
Subject: Re: MND Scannell

Hello.

Who in the city staff directed and notified DeNovo to prepare the MND? Also. can you please tell me the name of the person. whose signature appears on this document?

B-1

Proposed Scannell Properties Industrial Project

Lead Agency:
City of Lathrop
140 First Street Drive
Lathrop, CA 95330
(209) 945-7200

Project Title: Scannell Properties Project

Project Location: The proposed Scannell Properties Industrial Project (the Project) is a proposed industrial development site located on approximately 18.3 acres in the City of Lathrop. The Project would include 191,160 square feet of industrial use of various uses with adequate parking, loading areas and a stormwater retention pond. The location is shown in Figure 1.

The Project site is located near the eastern boundary of the City of Lathrop, within Lathrop Block (APN 194-050-14). The eastern boundary is bounded by existing Service Commercial development to the west, existing General Industrial development to the east, and existing Limited Industrial uses to the north. The project site is generally 91 to 111 feet in range for the entire project site of approximately 16 to 23 feet above sea level.


Project Description: The proposed Project would develop the 18.3-acre vacant Project site with three industrial warehouse buildings. Figure 3 provides the Project site plan. As shown in Figure 3, the first industrial warehouse building (Building 1) would be located in the northern portion of the Project site and have a building footprint of approximately 70,200 SF on a 6.64-acre site. Building 2 would be located in the southwest portion of the Project site and have a building footprint of approximately 70,400 SF on a 5.58-acre site. Building 3 would be located in the southeast portion of the Project site and have a building footprint of approximately 42,560 SF on a 3.50-acre site. The total building square footage for all buildings would be 191,160 SF. Approximately 12% (approximately 19,117 SF) of the building square footage would be dedicated to office uses, while the remainder of the building square footage (approximately 172,043 SF) would be dedicated to warehouse uses.

Findings

In accordance with the California Environmental Quality Act, the City of Lathrop has prepared an Initial Study to determine whether the proposed project may have any significant adverse effect on the environment. The Initial Study and Project Mitigation Negative Declaration reflect the independent judgment of City of Lathrop staff. On the basis of the Initial Study, the City of Lathrop hereby finds:

Although the proposed project could have a significant adverse effect on the environment, there will not be a significant adverse effect in this case because the project has incorporated specific provisions to reduce impacts to a less than significant level and the mitigation measures described herein have been identified for the project. A Mitigation Negative Declaration has thus been prepared.

The Initial Study which provides the basis and reasons for this determination is attached and incorporated herein and is hereby made a part of this document.



Signature

8/11/2021

Date

B-1

Thank you,
Adriana

On Wed, Aug 18, 2021 at 7:52 PM AJ Lopez <ajlopez0304@gmail.com> wrote:
Please disregard the previous email. Found the document.

On Wed, Aug 18, 2021 at 7:11 PM AJ Lopez <ajlopez0304@gmail.com> wrote:
My apologies, the request should have been for the staff report that was referenced in the attorney letter from Buchalter Scannell.

On Wed, Aug 18, 2021 at 10:23 AM Ricardo Caguait <rcaguait@ci.lathrop.ca.us> wrote:

There is no staff report for the preparation of the IS/MND. A staff report will be prepared when the project moves forward to the Planning Commission and City Council. The IS/MND will serve as a supporting document for the project in compliance with CEQA.

Thanks,

RICK CAGUIAT

Principal Planner | City of Lathrop

Community Development Department | Planning Division

390 Towne Centre Drive Lathrop, CA 95330

P: (209) 941-7296 | F: (209) 941-7339

rcaguiat@ci.lathrop.ca.us

From: AJ Lopez <ajlopez0304@gmail.com>

Sent: Tuesday, August 17, 2021 9:52 PM

To: Ricardo Caguiat <rcaguiat@ci.lathrop.ca.us>

Cc: Mark Meissner <mmeissner@ci.lathrop.ca.us>; Michael King <mking@ci.lathrop.ca.us>; David Niskanen <planningconsultant@ci.lathrop.ca.us>

Subject: Re: MND Scannell

Thank you for the information. I would also like to request the staff report used in preparation for this IS MND.

Thank you very much.

Adriana

On Mon. Aug 16. 2021 at 6:16 PM Ricardo Caguiat <rcaguiat@ci.lathrop.ca.us> wrote:

Hi Adriana,

The City hired De Novo Planning Group to perform the required CEQA work for the project. The same firm working on the City's General Plan update.

Thanks,

B-1

RICK CAGUIAT

Principal Planner | City of Lathrop

Community Development Department | Planning Division

390 Towne Centre Drive Lathrop, CA 95330

P: (209) 941-7296 | F: (209) 941-7339

rcaquiatt@ci.lathrop.ca.us

From: AJ Lopez <ajlopez0304@gmail.com>

Sent: Monday, August 16, 2021 4:56 PM

To: Ricardo Caguiat <rcaguiatt@ci.lathrop.ca.us>

Cc: Mark Meissner <mmeissner@ci.lathrop.ca.us>; Michael King <mking@ci.lathrop.ca.us>; David Niskanen <planningconsultant@ci.lathrop.ca.us>

Subject: Re: MND Scannell

B-1

Great! Who did the initial check off list that enabled the IS-MND?

Thank you very much.

Adriana

On Mon, Aug 16, 2021 at 9:12 AM Ricardo Caguiat <rcaguiatt@ci.lathrop.ca.us> wrote:

Hi Adriana,

Please feel free to e-mail or call me if you have any questions on the project.

Thanks,

RICK CAGUIAT

Principal Planner | City of Lathrop

Community Development Department | Planning Division

390 Towne Centre Drive Lathrop, CA 95330

P: (209) 941-7296 | F: (209) 941-7339

rcaguiat@ci.lathrop.ca.us

From: Michael King <mking@ci.lathrop.ca.us>

Sent: Sunday, August 15, 2021 7:27 PM

To: AJ Lopez <ajlopez0304@gmail.com>

Cc: Mark Meissner <mmeissner@ci.lathrop.ca.us>; Ricardo Caguiat <rcaguiat@ci.lathrop.ca.us>

Subject: RE: MND Scannell

Adriana.

The community development. Mark and Rick are cc'd. should be able to take any questions you might have. If your questions are related to trucks. please cc me since Public Works will likely be impacted. Thank you.

Michael

Sent from my Verizon. Samsung Galaxy smartphone

----- Original message -----

From: AJ Lopez <ajlopez0304@gmail.com>

Date: 8/15/21 7:10 PM (GMT-08:00)

To: Michael King <mking@ci.lathrop.ca.us>

Subject: MND Scannell

B-1

Hello Mr. King,

This MND shows Lathrop as the lead agency for CEQA. Who is the person(s) that is representing Lathrop at the lead agency and in agreement with this Mitigated Negative Declaration for the Scannell Properties Industrial Project (GPA-20-139, REZ-20-140, SPR-20-141, TPM-20-142) ? Looking forward to hearing from you.

B-1

Thank you,

Adriana

Response to Comment B – Adriana Lopez

Response B-1: The commenter raised questions regarding the preparation of the Initial Study/Mitigated Negative Declaration. The commenters questions were answered in the email correspondence above. No further response is warranted.



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of the Diocese of Stockton
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P: 209-529-3784 F: 209-529-6083
P: 209-532-7532 F: 209-532-8448

Environmental Justice Program
Catholic Charities Diocese of Stockton

August 31, 2021

Mark Meissner,
Director of Community Development,
City of Lathrop

RE: Comment Letter for the Mitigated Negative Declaration (MND) for
1520 E. Lathrop Road, Lathrop California (Scannell Properties Industrial
Project).

Dear Mr. Meissner:

On behalf of the Environmental Justice Program at Catholic Charities, Diocese of Stockton, we respectfully submit the following comments regarding the Mitigated Negative Declaration (MND) for the Scannell Properties Industrial Project.

After reviewing the MND, we feel there is no clear indication that the project will ensure all impacts are mitigated; therefore this MND is in direct violation of CEQA. The pervasive flaws in the MND demand that this project goes through a proper Environmental Impact Report. Please note that the organization of the appendix items are out of order in the document, such as, the Traffic Impact Analysis stated to be listed on page 103 is actually on page 459 of the document.

I. The MND Fails to Adequately Analyze and Mitigate Lathrop's Transportation Impacts.

The MND makes no attempt to analyze whether this increase in truck traffic would cause an increase in vehicular accidents. This is concerning due to the fact that students who travel along Lathrop Road to attend Lathrop High School are not protected from the oncoming traffic of heavy-duty trucks. It should also be noted that three weeks ago, Lathrop City Council directed City staff to produce a resolution that will ban all trucks on Lathrop Road--excluding the businesses already there. If this project is passed, it will negate the Council's plan to protect the residents that live along Lathrop Road.

C-1



Catholic Charities
of the Diocese of Stockton
Help for Today...Hope for Tomorrow

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*Elvira Ramirez
Executive Director*

The MND Fails to Propose Adequate Mitigation Measures for Noise, Air Quality.

While the MND proposes measures to mitigate any noise during the construction phase, there are no other mitigation measures proposed for the operational phase of the project. It is concerning to surrounding residents that there will be significant noise due to heavy truck traffic and day-to-day operations of the warehouse. Similarly, it is alarming that there are no proposed mitigation measures to address air quality in the construction or operational phases. The document fails to provide the necessary evidence that the project will ensure air pollutant emissions are sufficiently minimized so it does not conflict with the SJVAPCD's air quality plans. Not all potential mitigation measures have been exhausted in the MND. An MND for a project of similar size, such as that of the Airport Business Centre Project, has proposed several air quality mitigation measures such as limiting time for idling of construction equipment, reducing VMT, and utilizing paint with a low VOC content. Lastly, the project would be located in a census tract designated by the state as disadvantaged. Based on CalEnviroScreen 3.0, the Census Tract 6077005119 has a pollution burden percentile of 100, particulate matter 2.5 of 82nd percentile, pesticides of 92nd percentile, groundwater threats of 100th percentile, and asthma rates of 75th percentile. It is clear that this project will be located in an area that has negatively impacted socio-economic indicators. It should be noted the MND did not reference CalEnviroScreen in the analysis, indicating that there was not a careful analysis on the community this project would impact.

C-1

Conclusion.

We respectfully request that no further consideration be given to the proposed project until an Environmental Impact Report is prepared. The project must provide a full analysis of noise and air quality mitigation measures. Lastly, the project is located in an area that is designated disadvantaged. It is the city's responsibility to protect environmental justice communities so they do not experience the impacts of pollution. Accepting this project will be detrimental to them and the communities along Lathrop Road.

Thank you.



Ector Olivares, Program Manager
The Environmental Justice Program
Catholic Charities of the Diocese of Stockton

San Joaquin Office
Stanislaus Office
Mother Lode Office

1100 North El Dorado St. Stockton, CA 95202
1506 H St. Modesto, CA 95354
88 Bradford St. Sonoma, CA 95376

P: 209-444-6900
P: 209-529-3784
P: 209-532-7632

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F: 209-529-6080
F: 209-532-8448

Response to Comment C – Ector Olivares, Catholic Charities of the Diocese of Stockton

Response C-1: The commenter states that the MND does not propose any measures to address noise or air quality. However, as provided in the relevant sections of the IS-MND, air quality emissions and noise generated by the Project would not exceed the applicable thresholds. Therefore, per CEQA, no mitigation for these issues were required.

The commenter states that other Projects of similar size, such as Airport Business Centre, includes several air quality mitigation measures. However, those mitigation measures were specific to that project – each project is required to be analyzed separately under CEQA. Since the air quality impacts were below the applicable thresholds for the proposed Project, no mitigation for this topic for the proposed Project is required.

The commenter also states that the project is located in a disadvantaged census tract. However, CEQA does not directly address environmental justice (there is no environmental justice topic under CEQA). Moreover, even when a project is in an disadvantaged census tract, it does not necessarily follow that development cannot occur and/or that mitigation is required for this issue, per CEQA. Moreover, the Project is not required under CEQA to undergo a CalEnvironScreen analysis. No further response to this comment is warranted.

Concerned Citizens for the Airport Way Corridor

Date August 30, 2021

Mark Meissner, Director of Community Development, City of Lathrop

Lathrop Planning Commission

Lathrop Mayor and City Council

Comment Letter for the proposed General Plan Amendment and Mitigated Negative Declaration (MND) for 1520 E. Lathrop Road, Lathrop California (Scannell Properties Industrial Project).

Thank you for the opportunity to address our comments this evening. The proposed project is currently zoned Commercial Service. It is proposed to amend the current General Plan to General Industrial.

Traffic comments: The MND states a total of 191,160 Sq ft for 3 warehouses, including 250 auto parking and 161 truck/trailer parking. As the City report indicates, Lathrop Road is a regional significant arterial connecting I-5 to Hwy 99. Lathrop is a four lane arterial. According to staff report, Lathrop Road between Harlan Road and McKinley Avenue experiences nearly 15,000 vehicle trips per day with approximately 7% being heavy vehicle traffic. At 7% this equates to 1,050 heavy truck trips per day. ***This information was not mentioned in the MND nor was it considered for the commutative affect of this project.***

Access points:

#1 East bound traffic can only enter the property, right turn only into the first drive way with no left turn due to rised cement medium.

#2 West bound traffic to enter and exit left turn to enter and left and right turn to exit on "D" Street. The "D" St. is directly at the base of the railroad over grade.

In our opinion, this is NOT a wise or well thought out plan. Per Manteca Police Department, the posted speed sign is 45 miles per hour. The average speed is 56.5 miles per hour. At that rate of speed, trucks entering and exiting at "D" street will create a serious traffic hazard due to the inability of oncoming vehicle to have clear sight of the stopped truck making a left turn at the base of the over grade crossing over 3 lanes of on coming traffic. The radius of the left and right turns at "D" St. is unclear whether the base of the over grade will be able accommodate the radius turning for STAA Trucks. An alternative solution must be addressed for the problematic traffic design for the project. Please see Transportation

D-1

check list c) substantially increase hazards to a geometric design feature (e.g. sharp curves or dangerous intersections) or in compatible uses (e.g. farm equipment uses, City Staff checked Less than significant. Fehr and Peers traffic consultants did not adequately address the future truck and vehicle traffic counts for the current and future planned developments of Industrial and Residential uses near this project. Including Union Pacific's expansion of 800,000 lifts per year, Center Point proposed build out plan, west side of Airport Way between French Camp Road and south of the 120 bypass and the proposed development of residential and industrial use north of Del Web and Union Ranch to French Camp Road, to name a few. *The dangerous situation of hundreds of children walking along Lathrop Road to attend Lathrop High School was not mentioned or addressed.* The resolution when passed, to ban all trucks on Lathrop Road will greatly improve their safety. Since the resolution has not been approved at this date, you must include their safety as a priority in your decision.

No mitigation was mentioned for the increase of pollution, noise, vibrations and safety of the residents adjacent to Lathrop Road in both Lathrop and Manteca. Lathrop Road is not an approved STAA at this time. For many years we have been told the Manteca Police Traffic Officers were either untrained or understaffed and citations would not be issued on Airport Way or Lathrop Road until a City Wide Truck Traffic Study was completed and City Council approval of the Truck Route Map.

Fehr and Peers traffic consultants are currently contracted for traffic analysis for the Manteca General Plan Update, Lathrop General Plan Update, Manteca Truck Study, San Joaquin Council of Government County Truck Regional Study. With this wealth of information, they can easily provide further information to identify the environmental impacts and migrations for this project.

History of the project property:

1975-2004 Reiter Truck Company owned and operated a truck storage yard and a military surplus equipment sales operation. March 5, 1992 he was cited by Cal-EPA for illegal storing of 14,000 lbs of hazardous material named Impregnite. This powder form of chemical is used to shield, by dusting on military uniforms, against chemical liquid weapons. The chemicals were found stored directly on bare ground. He claimed he had purchased the hazardous material from the DRMO (Defense Realization and Marketing), but neither the DRMO or Mr. Reiter could produce a bill of sell and the DRMO refused to take back the 14,000 lbs. of chemicals. The owner, at his expense had the hazardous material properly disposed on July 7, 1992.

2004 City of Lathrop purchased the 18.5 acres from Mr. Reiter for over 1.6 million dollars for the purpose of utilizing the property as a spray field of recycled water from the Mossdale Sewer Facility. 3 shallow test wells were dug and the water tested. No permit was required for the soil samples because the samples were less than a foot deep. Soil samples were collected of the surface and also the different mounds of unexplained dirt on the property. After the results of the testing, the City abandoned the spray field plan. For 17 years the property sat idle.

Oct 27, 2020 Phase II testing:

A limit scope of testing was conducted on the property. Again shallow soil samples and 3 well water tests were completed. The testing company stated "more money" would buy more than the limited

D-1

scope of testing on this property. They could not conclude that all environmental issues had been detected and the company performing the test could not be held responsible for any undetected hazards. Also, Scannell Properties is not responsible for any further cost associated with undetected hazards. The City of Lathrop tax payers are responsible for any further expenses.

Conclusion:

Although we can appreciate the urgency for the City of Lathrop to rid themselves of this property, they must act responsibly to protect their neighborhoods in both the City of Lathrop and Manteca. They are the legal owners and Lead Agency for CEQA for the proposed project. The stated unmitigated impacts listed below should warrant an Environmental Impact Report. The MND does not legally address the full impacts and mitigation to less than an insignificant level per CEQA regulations and law.

- A) Project deems a necessary amendment to the current Land Use Map from Service Commercial to General Industrial.
- B) Traffic data and analysis is incomplete and faulty.
- C) Limited scope of study was performed for contaminated soil and test wells.

We hope you will agree the urgent need to not approve the MND if ALL the true impacts are NOT mitigated to protect your residents.

Thank you,

Mary Menga
1910 Pecanwood Ave
Manteca, California 95336
(209) 403-8415

D-1

Response to Comment D – Mary Meninga

Response D-1: The commenter states that no mitigation was mentioned for the increase in pollution, noise, and vibration impacts. However, as provided in the relevant sections of the IS/MND, air quality emissions, noise, and vibration generated would not exceed applicable thresholds. Therefore, per CEQA, no mitigation for these issues were required.

The commenter also states that the Phase II environmental analysis was ‘limited’. However, the Phase II environmental analysis provided the results that were needed to for the analysis under the Hazards and Hazardous Materials topic. For example, the on-site soil and water were tested for the relevant hazards. The commenter requests that an Environmental Impact Report (EIR) should be prepared. However, there is no CEQA or legal basis for this request. No further response is required.



August 13, 2021

Maria Hermosilla
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Ref: Gas and Electric Transmission and Distribution

Dear Maria,

Thank you for submitting the Scannell Properties Industrial Project plans for our review. PG&E will review the submitted plans in relationship to any existing Gas and Electric facilities within the project area. If the proposed project is adjacent/or within PG&E owned property and/or easements, we will be working with you to ensure compatible uses and activities near our facilities.

Attached you will find information and requirements as it relates to Gas facilities (Attachment 1) and Electric facilities (Attachment 2). Please review these in detail, as it is critical to ensure your safety and to protect PG&E's facilities and its existing rights.

Below is additional information for your review:

1. This plan review process does not replace the application process for PG&E gas or electric service your project may require. For these requests, please continue to work with PG&E Service Planning: https://www.pge.com/en_US/business/services/building-and-renovation/overview/overview.page.
2. If the project being submitted is part of a larger project, please include the entire scope of your project, and not just a portion of it. PG&E's facilities are to be incorporated within any CEQA document. PG&E needs to verify that the CEQA document will identify any required future PG&E services.
3. An engineering deposit may be required to review plans for a project depending on the size, scope, and location of the project and as it relates to any rearrangement or new installation of PG&E facilities.

Any proposed uses within the PG&E fee strip and/or easement, may include a California Public Utility Commission (CPUC) Section 851 filing. This requires the CPUC to render approval for a conveyance of rights for specific uses on PG&E's fee strip or easement. PG&E will advise if the necessity to incorporate a CPUC Section 851 filing is required.

This letter does not constitute PG&E's consent to use any portion of its easement for any purpose not previously conveyed. PG&E will provide a project specific response as required.

Sincerely,

Plan Review Team
Land Management

E-1





wide trench being dug along a 36 inch pipeline, the centerline of the trench would need to be at least 54 inches [$24/2 + 24 + 36/2 = 54$] away, or be entirely dug by hand.)

Water jetting to assist vacuum excavating must be limited to 1000 psig and directed at a 40° angle to the pipe. All pile driving must be kept a minimum of 3 feet away.

Any plans to expose and support a PG&E gas transmission pipeline across an open excavation need to be approved by PG&E Pipeline Services in writing PRIOR to performing the work.

6. Boring/Trenchless Installations: PG&E Pipeline Services must review and approve all plans to bore across or parallel to (within 10 feet) a gas transmission pipeline. There are stringent criteria to pothole the gas transmission facility at regular intervals for all parallel bore installations.

For bore paths that cross gas transmission pipelines perpendicularly, the pipeline must be potholed a minimum of 2 feet in the horizontal direction of the bore path and a minimum of 12 inches in the vertical direction from the bottom of the pipe with minimum clearances measured from the edge of the pipe in both directions. Standby personnel must watch the locator trace (and every ream pass) the path of the bore as it approaches the pipeline and visually monitor the pothole (with the exposed transmission pipe) as the bore traverses the pipeline to ensure adequate clearance with the pipeline. The pothole width must account for the inaccuracy of the locating equipment.

7. Substructures: All utility crossings of a gas pipeline should be made as close to perpendicular as feasible ($90^\circ \pm 15^\circ$). All utility lines crossing the gas pipeline must have a minimum of 12 inches of separation from the gas pipeline. Parallel utilities, pole bases, water line 'kicker blocks', storm drain inlets, water meters, valves, back pressure devices or other utility substructures are not allowed in the PG&E gas pipeline easement.

If previously retired PG&E facilities are in conflict with proposed substructures, PG&E must verify they are safe prior to removal. This includes verification testing of the contents of the facilities, as well as environmental testing of the coating and internal surfaces. Timelines for PG&E completion of this verification will vary depending on the type and location of facilities in conflict.

8. Structures: No structures are to be built within the PG&E gas pipeline easement. This includes buildings, retaining walls, fences, decks, patios, carports, septic tanks, storage sheds, tanks, loading ramps, or any structure that could limit PG&E's ability to access its facilities.

9. Fencing: Permanent fencing is not allowed within PG&E easements except for perpendicular crossings which must include a 16 foot wide gate for vehicular access. Gates will be secured with PG&E corporation locks.

10. Landscaping: Landscaping must be designed to allow PG&E to access the pipeline for maintenance and not interfere with pipeline coatings or other cathodic protection systems. No trees, shrubs, brush, vines, and other vegetation may be planted within the easement area. Only those plants, ground covers, grasses, flowers, and low-growing plants that grow unsupported to a maximum of four feet (4') in height at maturity may be planted within the easement area.



11. Cathodic Protection: PG&E pipelines are protected from corrosion with an "Impressed Current" cathodic protection system. Any proposed facilities, such as metal conduit, pipes, service lines, ground rods, anodes, wires, etc. that might affect the pipeline cathodic protection system must be reviewed and approved by PG&E Corrosion Engineering.

12. Pipeline Marker Signs: PG&E needs to maintain pipeline marker signs for gas transmission pipelines in order to ensure public awareness of the presence of the pipelines. With prior written approval from PG&E Pipeline Services, an existing PG&E pipeline marker sign that is in direct conflict with proposed developments may be temporarily relocated to accommodate construction work. The pipeline marker must be moved back once construction is complete.

13. PG&E is also the provider of distribution facilities throughout many of the areas within the state of California. Therefore, any plans that impact PG&E's facilities must be reviewed and approved by PG&E to ensure that no impact occurs which may endanger the safe operation of its facilities.



Attachment 2 – Electric Facilities

It is PG&E's policy to permit certain uses on a case by case basis within its electric transmission fee strip(s) and/or easement(s) provided such uses and manner in which they are exercised, will not interfere with PG&E's rights or endanger its facilities. Some examples/restrictions are as follows:

1. Buildings and Other Structures: No buildings or other structures including the foot print and eave of any buildings, swimming pools, wells or similar structures will be permitted within fee strip(s) and/or easement(s) areas. PG&E's transmission easement shall be designated on subdivision/parcel maps as "RESTRICTED USE AREA – NO BUILDING."
2. Grading: Cuts, trenches or excavations may not be made within 25 feet of our towers. Developers must submit grading plans and site development plans (including geotechnical reports if applicable), signed and dated, for PG&E's review. PG&E engineers must review grade changes in the vicinity of our towers. No fills will be allowed which would impair ground-to-conductor clearances. Towers shall not be left on mounds without adequate road access to base of tower or structure.
3. Fences: Walls, fences, and other structures must be installed at locations that do not affect the safe operation of PG&E's facilities. Heavy equipment access to our facilities must be maintained at all times. Metal fences are to be grounded to PG&E specifications. No wall, fence or other like structure is to be installed within 10 feet of tower footings and unrestricted access must be maintained from a tower structure to the nearest street. Walls, fences and other structures proposed along or within the fee strip(s) and/or easement(s) will require PG&E review; submit plans to PG&E Centralized Review Team for review and comment.
4. Landscaping: Vegetation may be allowed; subject to review of plans. On overhead electric transmission fee strip(s) and/or easement(s), trees and shrubs are limited to those varieties that do not exceed 15 feet in height at maturity. PG&E must have access to its facilities at all times, including access by heavy equipment. No planting is to occur within the footprint of the tower legs. Greenbelts are encouraged.
5. Reservoirs, Sumps, Drainage Basins, and Ponds: Prohibited within PG&E's fee strip(s) and/or easement(s) for electric transmission lines.
6. Automobile Parking: Short term parking of movable passenger vehicles and light trucks (pickups, vans, etc.) is allowed. The lighting within these parking areas will need to be reviewed by PG&E; approval will be on a case by case basis. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer's expense AND to PG&E specifications. Blocked-up vehicles are not allowed. Carports, canopies, or awnings are not allowed.
7. Storage of Flammable, Explosive or Corrosive Materials: There shall be no storage of fuel or combustibles and no fueling of vehicles within PG&E's easement. No trash bins or incinerators are allowed.



8. Streets and Roads: Access to facilities must be maintained at all times. Street lights may be allowed in the fee strip(s) and/or easement(s) but in all cases must be reviewed by PG&E for proper clearance. Roads and utilities should cross the transmission easement as nearly at right angles as possible. Road intersections will not be allowed within the transmission easement.

9. Pipelines: Pipelines may be allowed provided crossings are held to a minimum and to be as nearly perpendicular as possible. Pipelines within 25 feet of PG&E structures require review by PG&E. Sprinklers systems may be allowed; subject to review. Leach fields and septic tanks are not allowed. Construction plans must be submitted to PG&E for review and approval prior to the commencement of any construction.

10. Signs: Signs are not allowed except in rare cases subject to individual review by PG&E.

11. Recreation Areas: Playgrounds, parks, tennis courts, basketball courts, barbecue and light trucks (pickups, vans, etc.) may be allowed; subject to review of plans. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer's expense AND to PG&E specifications.

12. Construction Activity: Since construction activity will take place near PG&E's overhead electric lines, please be advised it is the contractor's responsibility to be aware of, and observe the minimum clearances for both workers and equipment operating near high voltage electric lines set out in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety (<https://www.dir.ca.gov/Title8/sb5g2.html>), as well as any other safety regulations. Contractors shall comply with California Public Utilities Commission General Order 95 (http://www.cpuc.ca.gov/gos/GO95/go_95_startup_page.html) and all other safety rules. No construction may occur within 25 feet of PG&E's towers. All excavation activities may only commence after 811 protocols has been followed.

Contractor shall ensure the protection of PG&E's towers and poles from vehicular damage by (installing protective barriers) Plans for protection barriers must be approved by PG&E prior to construction.

13. PG&E is also the owner of distribution facilities throughout many of the areas within the state of California. Therefore, any plans that impact PG&E's facilities must be reviewed and approved by PG&E to ensure that no impact occurs that may endanger the safe and reliable operation of its facilities.

Response to Comment E – Pacific Gas & Electric

Response E-1: The commenter provides the Pacific Gas & Electric information and requirements for gas and electric facilities. No response to this comment is required.



Environmental Health Department

Jasjit Kang, REHS, Director

Muniappa Naidu, REHS, Assistant Director

PROGRAM COORDINATORS

Robert McClellon, REHS

Jeff Carruesco, REHS, RDI

Willy Ng, REHS

Melissa Nissim, REHS

Steven Shah, REHS

August 25, 2021

To: City of Lathrop Community Development Department
Attention: David Niskanen

From: Aldara Salinas, 209-616-3019
Environmental Health Specialist

RE: GPA-20-139, REZ-20-140, SPR-20-141, and TPM-20-142 Referral SU0014351
1520 Lathrop Rd., Lathrop

The San Joaquin County Environmental Health Department (EHD) is supportive of this project in regards to the provision of full public services. The EHD requests the following comments be added to the above project for consideration.

- 1. Any existing wells or septic systems to be abandoned shall be destroyed under permit and inspection by the EHD (San Joaquin County Development Title, Section 9-1110.3 & 9-1110.4).
2. Any geotechnical drilling shall be conducted under permit and inspection by The Environmental Health Department (San Joaquin County Development Title, Section 9-1115.3 and 9-1115.6).
3. Before any hazardous materials/waste can be stored or used onsite, the owner/operator must report the use or storage of these hazardous materials to the California Environmental Reporting System (CERS) at cers.calepa.ca.gov/ and comply with the laws and regulations for the programs listed below (based on quantity of hazardous material in some cases) The applicant may contact the Program Coordinator of the CUPA program, Melissa Nissim (209) 468-3168, with any questions.
a. Any amount but not limited to the following hazardous waste; hazardous material spills, used oil, used oil filters, used oil-contaminated absorbent/debris, waste antifreeze, used batteries or other universal waste, etc. - Hazardous Waste Program (Health & Safety Code (HSC) Sections 25404 & 25180 et sec.)
b. Onsite treatment of hazardous waste - Hazardous Waste Treatment Tiered Permitting Program (HSC Sections 25404 & 25200 et sec. & California Code of Regulations (CCR), Title 22, Section 67450.1 et sec.)
c. Reportable quantities of hazardous materials-reportable quantities are 55 gallons or more of liquids, 500 pounds for solids, or 200 cubic feet for compressed gases, with some exceptions. Carbon dioxide is a regulated substance and is required to be reported as a hazardous material if storing 1,200 cubic feet (137 pounds) or more onsite in San Joaquin County - Hazardous Materials Business Plan Program (HSC Sections 25508 & 25500 et sec.)
d. Any amount of hazardous material stored in an Underground Storage Tank - Underground Storage Tank Program (HSC Sections 25286 & 25280 et sec.)
i. If an underground storage tank (UST) system will be installed, a permit is required to be submitted to, and approved by, the San Joaquin County Environmental Health Department (EHD) before any UST installation work can begin.

F-1

- ii. Additionally, an EHD UST permit to operate is required once the approved UST system is installed.
- e. Storage of at least 1,320 gallons of petroleum aboveground or any amount of petroleum stored below grade in a vault – **Aboveground Petroleum Storage Program** (HSC Sections 25270.6 & 25270 et sec.)
 - i. **Spill Prevention, Countermeasures and Control (SPCC) Plan requirement**
- f. Threshold quantities of regulated substances stored onsite - **California Accidental Release Prevention (CalARP) Program** (Title 19, Section 2735.4 & HSC Section 25531 et sec.)
 - i. **Risk Management Plan requirement for covered processes**

If you have any questions, please call Aldara Salinas, Environmental Health Specialist, at asalinas@sjgov.org or (209) 616-3019.

Steven Shih, REHS
Program Coordinator

F-1

Response to Comment F – San Joaquin Environmental Health Department

Response F-1: The commenter provides the requirements for the San Joaquin Environmental Health Department. These comments are substantially similar to the memorandum dated February 5, 2021 and have been incorporated into the Conditions of Approval. No further response to this comment is required.



S J C O G , I n c .

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)

**SJMSCP RESPONSE TO LOCAL JURISDICTION (RTL)
ADVISORY AGENCY NOTICE TO SJCOG, Inc.**

To: David Niskanen, City of Lathrop, Community Development Department
From: Laurel Boyd, SJCOG, Inc.
Date: August 12, 2021
-Local Jurisdiction Project Title: Notice of Availability & Intent to Adopt a Mitigated Negative Declaration
Assessor Parcel Number(s): 198-040-14
Local Jurisdiction Project Number: GPA-20-139, REZ-20-140, SPR-20-141, TPM-20-142
Total Acres to be converted from Open Space Use: Unknown
Habitat Types to be Disturbed: Urban Habitat Land
Species Impact Findings: Findings to be determined by SJMSCP biologist.

Dear Mr. Niskanen:

SJCOG, Inc. has reviewed the Notice of Availability and Intent to Adopt a Mitigated Negative Declaration for the Scannell Properties Industrial Project. The proposed project would develop the 18.2 acre vacant project site with three industrial warehouse buildings. The first industrial warehouse building (Building 1) would be located in the norther portion of the project site and have a building footprint of approximately 70,200 square feet on a 6.54-acre site. Building 2 would be located in the southwest portion of the Project site and have a building footprint of approximately 78,400 square feet on a 5.58-acre site. Building 3 would be located in the southeast portion of the project site and have a building footprint of approximately 42,550 square feet on a 3.50-acre site. The total building square footage for all buildings would be 194,160 square feet. The project would include 236 standard automobile parking spaces, 14 accessible automobile parking spaces, and an additional 101 truck/trailer parking spaces, loading areas, and a stormwater retention/infiltration basin. Approximately 10% (approximately 172,004 square feet) would be dedicated to warehouse uses. The project site is located at 1520 Lathrop Road, Lathrop (APN: 198-040-14).

The City of Lathrop is a signatory to San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) Participation in the SJMSCP satisfies requirements of both the state and federal endangered species acts, and ensures that the impacts are mitigated below a level of significance in compliance with the California Environmental Quality Act (CEQA). The LOCAL JURISDICTION retains responsibility for ensuring that the appropriate Incidental Take Minimization Measure are properly implemented and monitored and that appropriate fees are paid in compliance with the SJMSCP. Although participation in the SJMSCP is voluntary, Local Jurisdiction/Lead Agencies should be aware that if project applicants choose against participating in the SJMSCP, they will be required to provide alternative mitigation in an amount and kind equal to that provided in the SJMSCP.

This Project is subject to the SJMSCP. This can be up to a 30 day process and it is recommended that the project applicant contact SJMSCP staff as early as possible. It is also recommended that the project applicant obtain an information package. <http://www.sjco.org>

Please contact SJMSCP staff regarding completing the following steps to satisfy SJMSCP requirements:

- Schedule a SJMSCP Biologist to perform a pre-construction survey **prior to any ground disturbance**
- SJMSCP Incidental take Minimization Measures and mitigation requirement:
 1. Incidental Take Minimization Measure (ITMMs) will be issued to the project and must be signed by the project applicant prior to any ground disturbance but no later than six (6) months from receipt of the ITMMs. If ITMMs are not signed within six months, the applicant must reapply for SJMSCP Coverage. Upon receipt of signed ITMMs from project applicant, SJCOG, Inc. staff will sign the ITMMs. This is the effective date of the ITMMs.
 2. Under no circumstance shall ground disturbance occur without compliance and satisfaction of the ITMMs.
 3. Upon issuance of fully executed ITMMs and prior to any ground disturbance, the project applicant must

G-1

- a. Post a bond for payment of the applicable SJMSCP fee covering the entirety of the project acreage being covered (the bond should be valid for no longer than a 6 month period), or
 - b. Pay the appropriate SJMSCP fee for the entirety of the project acreage being covered, or
 - c. Dedicate land in-lieu of fees, either as conservation easement, or fee title, or
 - d. Purchase approved mitigation bank credit.
4. Within 6 months from the effective date of the ITMM, or issuance of a building permit, whichever occurs first, the project applicant must:
- a. Pay the appropriate SJMSCP for the entirety of the project acreage being covered; or
 - b. Dedicate land in-lieu of fees, either as conservation easement, or fee title, or
 - c. Purchase approved mitigation bank credit.
- Failure to satisfy the obligations of the mitigation fee shall subject the bond to be called
- Receive your Certificate of Payment and release the required permit

It should be noted that if this project has any potential impacts to waters of the United States [pursuant to Section 404 Clean Water Act], it would require the project to seek voluntary coverage through the unmapped process under the SJMSCP which could take up to 90 days. It may be prudent to obtain a preliminary wetlands map from a qualified consultant. If waters of the United States are confirmed on the project site, the Corps and the Regional Water Quality Control Board (RWQCB) would have regulatory authority over those mapped areas [pursuant to Section 404 and 401 of the Clean Water Act respectively] and permits would be required from each of these resource agencies prior to grading the project site.

If you have any questions, please call (209) 235-0600.



S J C O G , I n c .

San Joaquin County Multi-Species Habitat Conservation & Open Space Plan

555 East Weber Avenue • Stockton, CA 95202 • (209) 235-0600 • FAX (209) 235-0438

SJMSCP HOLD

TO: Local Jurisdiction: Community Development Department, Planning Department, Building Department, Engineering Department, Survey Department, Transportation Department, Other:

FROM: Laurel Boyd, S J C O G , I n c .

**DO NOT AUTHORIZE SITE DISTURBANCE
DO NOT ISSUE A BUILDING PERMIT
DO NOT ISSUE _____ FOR THIS PROJECT**

The landowner/developer for this site has requested coverage pursuant to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). In accordance with that agreement, the Applicant has agreed to:

- 1) SJMSCP Incidental Take Minimization Measures and mitigation requirement:
 1. Incidental Take Minimization Measures (ITMMs) will be issued to the project and must be signed by the project applicant prior to any ground disturbance but no later than six (6) months from receipt of the ITMMs. If ITMMs are not signed within six months, the applicant must reapply for SJMSCP Coverage. Upon receipt of signed ITMMs from project applicant, S J C O G , I n c . staff will sign the ITMMs. This is the effective date of the ITMMs.
 2. Under no circumstance shall ground disturbance occur without compliance and satisfaction of the ITMMs
 3. Upon issuance of fully executed ITMMs and prior to any ground disturbance, the project applicant must:
 - a. Post a bond for payment of the applicable SJMSCP fee covering the entirety of the project acreage being covered (the bond should be valid for no longer than a 6 month period); or
 - b. Pay the appropriate SJMSCP fee for the entirety of the project acreage being covered; or
 - c. Dedicate land in-lieu of fees, either as conservation easements or fee title; or
 - d. Purchase approved mitigation bank credits.
 4. Within 6 months from the effective date of the ITMMs or issuance of a building permit, whichever occurs first, the project applicant must:
 - a. Pay the appropriate SJMSCP for the entirety of the project acreage being covered; or
 - b. Dedicate land in-lieu of fees, either as conservation easements or fee title; or
 - c. Purchase approved mitigation bank credits.
- Failure to satisfy the obligations of the mitigation fee shall subject the bond to be called

Project Title: Notice of Availability and Intent to Adopt a Mt. Neg. Dec. for Scannell Properties

Assessor Parcel #s: 198-040-14

T _____, R _____, Section(s): _____

Local Jurisdiction Contact: David Niskanen

The LOCAL JURISDICTION retains responsibility for ensuring that the appropriate Incidental Take Minimization Measures are properly implemented and monitored and that appropriate fees are paid in compliance with the SJMSCP.

Response to Comment G – San Joaquin Council of Governments

Response G-1: The commenter provides information related to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). The IS/MND includes Mitigation Measures BIO-1 and BIO-2 which require the Project applicant to seek coverage under the SJMSCP and to arrange for a qualified biologist to conduct a preconstruction survey for nesting raptors. No further response to this comment is warranted.

August 31, 2021

David Niskanen
City of Lathrop
Community Development Department
390 Towne Centre Drive
Lathrop, CA, 95330

**Project: Initial Study/Mitigated Negative Declaration - Scannell Properties
Industrial Project**

District CEQA Reference No: 20210853

Dear Mr. Niskanen:

The San Joaquin Valley Unified Air Pollution Control District (District) has reviewed the Initial Study/Mitigated Negative Declaration (IS/MND) for the project referenced above from the City of Lathrop (City). The project consists of constructing three industrial warehouse buildings located on 18.2 acres (Project). The Project is located at 1520 Lathrop Road, in Lathrop, CA (APN 198-040-14). The District offers the following comments:

1) Project Scope

The Project would construct and develop three industrial warehouse buildings with loading docks on 18.2 acres.

- Building 1: would be located in the northern portion of the Project site and have a building footprint of approximately 70,200 square feet on a 6.54-acre site.
- Building 2: would be located in the southwest portion of the Project site and have a building footprint of approximately 78,400 square feet on a 5.58-acre site.

Samir Sheikh
Executive Director/Air Pollution Control Officer

Northern Region
4800 Enterprise Way
Modesto, CA 95356 8718
Tel: (209) 557 6400 FAX: (209) 557 8475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726 0244
Tel: (559) 230 6000 FAX: (559) 230 6061

Southern Region
34846 Flyover Court
Bakersfield, CA 93308 8725
Tel: (661) 392 5500 FAX: (661) 392 5585

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H-1

- Building 3: would be located in the southeast portion of the Project site and have a building footprint of approximately 42,560 square feet on a 3.50-acre site.

The total building square footage for all buildings would be 191,160 square feet. Approximately 10% (approximately 19,116 square feet) of the building square footage would be dedicated to office uses, while the remainder of the building square footage (approximately 172,004 square feet) would be dedicated to warehouse uses.

The Project would include 236 standard automobile parking spaces, 14 “accessible” automobile parking spaces, and an additional 101 truck/trailer parking spaces, loading areas, and a storm water retention/infiltration basin.

The Project would also involve a rezone from Commercial Service, as identified in the Lathrop Zoning Map by the City of Lathrop, to the General Industrial zoning and a General Plan amendment.

2) Criteria Pollutant Emissions

At the federal level under the National Ambient Air Quality Standards (NAAQS), the District is designated as extreme nonattainment for the 8-hour ozone standards and serious nonattainment for the particulate matter less than 2.5 microns in size (PM_{2.5}) standards. At the state level under California Ambient Air Quality Standards (CAAQS), the District is designated as nonattainment for the 8-hour ozone, PM₁₀, PM_{2.5} standards.

Per the IS/MND, construction and operation emissions of criteria pollutants would not exceed any of the following District significance thresholds: 100 tons per year of carbon monoxide (CO), 10 tons per year of oxides of nitrogen (NO_x), 10 tons per year of reactive organic gases (ROG), 27 tons per year of oxides of sulfur (SO_x), 15 tons per year of particulate matter of 10 microns or less in size (PM₁₀), or 15 tons per year of particulate matter of 2.5 microns or less in size (PM_{2.5}) Construction Emissions. Please note, operational emissions from the Project may have been underestimated (see comment 3 below).

Although Project construction air emissions are short-term emissions generated from construction activities such as mobile heavy-duty diesel off-road equipment and are determined to result in a less than significant impact on air quality, the District recommends the below measure for the Project.

Recommended Measure. To reduce impacts from construction-related diesel exhaust emissions, the project should utilize clean off-road construction equipment, including the latest tier equipment as feasible.

H-1

H-2

3) Off-Site Heavy Heavy-Duty Truck Travel

The IS/MND indicates that specific tenant has not been identified for the Project and as such assessed the operational emissions based on the potential of the Project being operated for an industrial or manufacturing use consistent with the requested General Plan amendment. However, the IS/MND may not have characterized an appropriate trip length distance for off-site heavy heavy-duty (HHD) truck travel. Based on the following factors: 1) the Project consists of a warehouse development for potential industrial or manufacturing use which typically could involve a high volume of HHD truck trip generation for distribution, and 2) HHD trucks generally travel further distances for distribution, it appears inaccurate to incorporate a default delivery trip length assumption of 7.3 miles as reflected in the California Emissions Estimator Model (CalEEMod) analysis in Appendix A (CalEEMod Results).

Therefore, the District recommends the IS/MND be revised to include a discussion characterizing an appropriate trip length distance for HHD truck travel, and reflect the appropriate distance in the air quality analysis for consistency.

4) Project Related Operational Emissions - Cleanest Available Trucks

The San Joaquin Valley will not be able to attain stringent health-based federal air quality standards without significant reductions in emissions from HHD trucks, the single largest source of NO_x emissions in the San Joaquin Valley. The District recently adopted the 2018 PM_{2.5} Plan which includes significant new reductions from HHD Trucks, including emissions reductions by 2023 through the implementation of the California Air Resources Board (CARB) Statewide Truck and Bus Regulation, which requires truck fleets operating in California to meet the 2010 0.2 g/bhp-hr NO_x standard by 2023. Additionally, to meet the federal air quality standards by the 2020 to 2024 attainment deadlines, the District's Plan relies on a significant and immediate transition of heavy duty truck fleets to zero or near-zero emissions technologies, including the near-zero truck standard of 0.02 g-NO_x/bhp-hr established by the California Air Resources Board.

This warehouse development Project is expected to result in an increased amount of HHD trucks traveling to-and-from from the project location. To reduce impacts from these operational mobile source emissions, the District recommends that the following clean air measures be considered for inclusion in the IS/MND.

- Advise fleets associated with Project operational activities to utilize the cleanest available HHD truck technologies, including zero and near-zero (0.02 g/bhp-hr NO_x) technologies as feasible.
- Advise all on-site service equipment (cargo handling, yard hostlers, forklifts, pallet jacks, etc.) to utilize zero-emissions technologies as feasible.

H-3

H-4

5) Project Related Operational Emissions - Truck Routing

Truck routing involves the path/roads heavy-duty trucks take to and from their destination. The air emissions from heavy-duty trucks can impact residential communities and sensitive receptors.

The District recommends the IS/MND evaluate HHD truck routing patterns to help limit emission exposure to residential communities and sensitive receptors. More specifically, this measure would assess current truck routes, in consideration of the number and type of each vehicle, destination/origin of each vehicular trip, time of day/week analysis, vehicle miles traveled and emissions. The truck routing evaluation would also identify alternative truck routes and their impacts on VMT and air quality.

H-5

6) Project Related Operational Emissions - Reduce Idling of Heavy Heavy-Duty Trucks

The goal of this strategy is to limit the potential for localized PM2.5 and toxic air quality impacts associated with failure to comply with the state's heavy-duty anti-idling regulation (e.g limiting vehicle idling to specific time limits). The diesel exhaust from excessive idling has the potential to impose significant adverse health and environmental impacts. Therefore, efforts to ensure compliance of the anti-idling regulation, especially near sensitive receptors, is important to limit the amount of idling within the community, which will result in community air quality benefits.

H-6

7) Vegetative Barriers and Urban Greening

The District suggests the City consider the feasibility of incorporating vegetative barriers and urban greening as a measure to further reduce air pollution exposure on nearby receptors (e.g. schools, residences, business, etc).

While various emission control techniques and programs exist to reduce air quality emissions from mobile and stationary sources, vegetative barriers have been shown to be an additional measure to potentially reduce a population's exposure to air pollution through the interception of airborne particles and the uptake of gaseous pollutants. Examples of vegetative barriers include, but not limited to the following: trees, bushes, shrubs, or a mix of these. Generally, a higher and thicker vegetative barrier with full coverage will result in greater reductions in downwind pollutant concentrations. In the same manner, urban greening is also a way to help improve air quality and public health in addition to enhancing the overall beautification of a community with drought resistant low maintenance greenery.

H-7

8) Solar Deployment in the Community

It is the policy of the State of California that renewable energy resources and zero-carbon resources supply 100% of retail sales of electricity to California end-use

H-8

customers by December 31, 2045. While various emission control techniques and programs exist to reduce air quality emissions from mobile and stationary sources, the production of solar energy is contributing to improving air quality and public health. The District suggests that the Project proponent consider the feasibility of incorporating solar power systems, as an emission reduction strategy for this Project.

H-8
(continued)

9) Charge Up! Electric Vehicle Charger

To support further installation of electric vehicle charging equipment and development of such infrastructure, the District offers incentives to public agencies, businesses, and property owners of multi-unit dwellings to install electric charging infrastructure (Level 2 and 3 chargers). The purpose of this incentive program is to promote clean air alternative-fuel technologies and the use of low or zero-emission vehicles. The District suggests that the City and Project proponent consider the feasibility of installing electric vehicle chargers for this Project.

H-9

Please visit www.valleyair.org/grants/chargeup.htm for more information.

10) District Rules and Regulation

The District issues permits for many types of air pollution sources and regulates some activities not requiring permits. A project subject to District rules and regulation would reduce its impacts on air quality through compliance with regulatory requirements. In general, a regulation is a collection of rules, each of which deals with a specific topic. Here are a couple of example, Regulation II (Permits) deals with permitting emission sources and includes rules such as District permit requirements (Rule 2010), New and Modified Stationary Source Review (Rule 2201), and implementation of Emission Reduction Credit Banking (Rule 2301).

H-10

The list of rules below is neither exhaustive nor exclusive. Current District rules can be found online at: www.valleyair.org/rules/1ruleslist.htm. To identify other District rules or regulations that apply to this Project or to obtain information about District permit requirements, the applicant is strongly encouraged to contact the District's Small Business Assistance (SBA) Office at (209) 557-6446.

10a) District Rules 2010 and 2201 - Air Quality Permitting for Stationary Sources

Stationary Source emissions include any building, structure, facility, or installation which emits or may emit any affected pollutant directly or as a fugitive emission. District Rule 2010 requires operators of emission sources to obtain an Authority to Construct (ATC) and Permit to Operate (PTO) from the District. District Rule 2201 requires that new and modified stationary sources of emissions mitigate their emissions using best available control technology (BACT).

This Project may include equipment that is subject to District Rule 2010 (Permits Required) and Rule 2201 (New and Modified Stationary Source Review) and may require District permits, such as internal combustion emergency back-up generators greater than 50 bhp.

Prior to commencing construction on any permit-required equipment or process, a finalized Authority to Construct (ATC) must be issued to the Project proponent by the District. For further information or assistance, the project proponent may contact the District's Small Business Assistance (SBA) Office at (209) 557-6446.

10b) District Rule 9510 (Indirect Source Review)

The purpose of District Rule 9510 (Indirect Source Review) is to reduce the growth in both NOx and PM10 emissions associated with development and transportation projects from mobile and area sources associated with construction and operation of development projects. The rule encourages clean air design elements to be incorporated into the development project. In case the proposed project clean air design elements are insufficient to meet the targeted emission reductions, the rule requires developers to pay a fee used to fund projects to achieve off-site emissions reductions.

The proposed Project is subject to District Rule 9510 because it will receive a project-level discretionary approval from a public agency and will equal or exceed 25,000 square feet of light industrial space. When subject to the rule, an Air Impact Assessment (AIA) application is required prior to applying for project-level approval from a public agency. In this case, if not already done, please inform the project proponent to immediately submit an AIA application to the District to comply with District Rule 9510.

An AIA application is required and the District recommends that demonstration of compliance with District Rule 9510, before issuance of the first building permit, be made a condition of Project approval.

Information about how to comply with District Rule 9510 can be found online at: <http://www.valleyair.org/ISR/ISRHome.htm>.

The AIA application form can be found online at: <http://www.valleyair.org/ISR/ISRFormsAndApplications.htm>.

10c) District Regulation VIII (Fugitive PM10 Prohibitions)

The project proponent may be required to submit a Construction Notification Form or submit and receive approval of a Dust Control Plan prior to commencing any earthmoving activities as described in Regulation VIII, specifically Rule 8021 – *Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities*.

H-10
(continued)

The application for both the Construction Notification and Dust Control Plan can be found online at:

<https://www.valleyair.org/busind/comply/PM10/forms/DCP-Form.docx>

Information about District Regulation VIII can be found online at:

http://www.valleyair.org/busind/comply/pm10/compliance_pm10.htm

10d) District Rule 9410 (Employer Based Trip Reduction)

The Project may be subject to District Rule 9410 (Employer Based Trip Reduction) if the Project would result in employment of 100 or more "eligible" employees. District Rule 9410 requires employers with 100 or more "eligible" employees at a worksite to establish an Employer Trip Reduction Implementation Plan (eTRIP) that encourages employees to reduce single-occupancy vehicle trips, thus reducing pollutant emissions associated with work commutes. Under an eTRIP plan, employers have the flexibility to select the options that work best for their worksites and their employees.

Information about how District Rule 9410 can be found online at:

www.valleyair.org/tripreduction.htm.

For additional information, you can contact the District by phone at 559-230-6000 or by e-mail at etrip@valleyair.org

10e) Other District Rules and Regulations

The Project may also be subject to the following District rules: Rule 4102 (Nuisance), Rule 4601 (Architectural Coatings), and Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations). In the event an existing building will be renovated, partially demolished or removed, the project may be subject to District Rule 4002 (National Emission Standards for Hazardous Air Pollutants).

H-10
(continued)

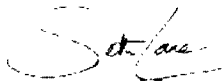
11) District Comment Letter

The District recommends that a copy of the District's comments be provided to the Project proponent.

If you have any questions or require further information, please contact Patrick Chimienti by e-mail at Patrick.Chimienti@valleyair.org or by phone at (559) 230-6139.

Sincerely,

Brian Clements
Director of Permit Services



For: Mark Montelongo
Program Manager

H-11

Response to Comment H – San Joaquin Valley Air Pollution Control District

Comment H-1: The commentor provides an introductory statement and describes the Project scope. The commentor then restates the results of the IS/MND regarding criteria air pollutant emissions (i.e. that none of the Air District thresholds for criteria pollutant emissions would be exceeded). No response to this comment is warranted.

Comment H-2: The Air District provides a recommended measure to reduce impacts for construction-related diesel exhaust emissions – however, this measure is not required. Therefore, no further response to this comment is warranted.

Comment H-3: The commentor then states that the IS/MND may not have characterized an appropriate trip length distance for off-site HHD truck travel. The Air District specifically points to the CalEEMod default delivery trip length assumption of 7.3 miles. However, no specific information is available to estimate the trip length for Project HHD trucks. In cases where no specific information is available, the CalEEMod model guidance directs the modeler to utilize the CalEEMod model's default assumptions. Therefore, no revision to this parameter within the CalEEMod model is appropriate. Moreover, for the sake of a conservative assessment, the model has been rerun internally with a much more conservative assumption for the length of HHD trips (i.e. 50 miles). However, even with this assumption utilized, none of the criteria pollutant or greenhouse gas emissions thresholds (as promulgated by the Air District) are exceeded under this condition, similar to the results reported in the public version of the IS/MND. Therefore, even with an unusually conservative assumption for the length of HHD truck travel, the significance determination for air quality, greenhouse gas emissions, and energy CEQA topics would not be exceeded. Therefore, no revision to the IS/MND based on this comment is warranted.

Comment H-4: The commentor provides additional recommended clean air measure to be considered for inclusion in the IS/MND. However, these additional recommended measures are not required to be implemented, per CEQA. As previously stated, the Project would not exceed any of the applicable air quality, greenhouse gas, or energy thresholds. Therefore, no revision to the IS/MND based on this comment is required.

Comment H-5: The commentor recommends that the IS/MND evaluate HHD truck routing patterns to help limit emission exposure to residential communities and sensitive receptors. Specifically, the commentor identifies that it would be helpful for existing truck routes to be evaluated. However, an analysis of existing truck routes to help limit emissions exposure is not required as part of a CEQA analysis. Therefore, no revision to the IS/MND based on this comment is required.

Comment H-6: The commentor identifies that reducing idling of HHD trucks is a goal of the Air District. This comment is noted. No revision to the IS/MND based on this comment is required.

Comment H-7: The commentor suggests that the City consider the feasibility of incorporating vegetative barriers and urban greening as a measure to further reduce air pollution exposure on

nearby receptors. However, as previously stated, the Project would not exceed any of the applicable air quality, greenhouse gas, or energy thresholds. Therefore, no revision to the IS/MND based on this comment is required.

Comment H-8: The commentor states that renewable energy resources and zero-carbon resources are anticipated to supply 100% of retail sales of electricity in California by 2045. The commentor suggests the Project proponent consider the feasibility of incorporating solar power systems as an emissions strategy for the project. This recommendation is not required, per CEQA. Therefore, no revision to the IS/MND based on this comment is warranted.

Comment H-9: The commentor states that further installation of electric vehicle charging equipment and development of such infrastructure is incentivized by the Air District. The commentor suggests that the City and Project proponent consider the feasibility of installing electric vehicle chargers for the Project. This recommendation is not required, per CEQA. Therefore, no revision to the IS/MND based on this comment is warranted.

Comment H-10: The commentor provides a list of potentially relevant Air District rules and regulations. No response to this comment is warranted.

Comment H-11: The commentor provides a closing statement. No further response to this comment is warranted.

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 21-24**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
RECOMMENDING CITY COUNCIL APPROVAL OF THE INITIAL
STUDY/MITIGATED NEGATIVE DECLARATION FOR THE SCANNELL
PROPERTIES INDUSTRIAL PROJECT (GPA-20-139, REZ-20-140, SPR-20-141,
AND TPM-20-142)**

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public meeting to consider the Scannell Properties Industrial Project pursuant to the Lathrop Municipal Code; and

WHEREAS, the subject parcel currently has a Service Commercial (SC) General Plan designation, is located within the Commercial Service (CS) Zoning District; and

WHEREAS, the request is for a General Plan Land Use Map Amendment to General Industrial (GI) and Zoning Map Amendment to General Industrial (IG);

WHEREAS, the request is for a Site Plan Review to construct three (3) new industrial warehouse buildings totaling 191,160 sq. ft. in size. Specifically, Building 1 would be located in the northern portion of the project site and have a building footprint of approximately 70,200 sq. ft. Building 2 would be located in the southwest portion of the site and have a building footprint of approximately 78,400 sq. ft. and Building 3 would be located in the southeast portion of the project site and have a building footprint of approximately 42,560 sq. ft. The proposed buildings include a total of 236 automobile parking spaces, 14 handicap accessible parking spaces and 101 truck trailer parking spaces in addition to the individual building dock doors. The project will include various improvements such as landscaping, lighting, and extension of public utilities. A portion of the site (Parcel 4) is proposed as a stormwater retention basin; and

WHEREAS, the request is for a Vesting Tentative Parcel Map to subdivide the existing 18.2-acre parcel into four (4) parcels: Parcel 1 is 6.54-acres (Building 1), Parcel 2 is 5.58-acres (Building 2), Parcel 3 is 3.50-acres (Building 3), and Parcel 4 is 2.52-acres; and

WHEREAS the property is located at 1520 Lathrop Road (APN: 198-040-14); and

WHEREAS, in accordance with Public Resource Code Section 21000 et. seq. and State CEQA Guidelines Section 15000 et. seq., the City of Lathrop prepared and circulated an Initial Study and Mitigated Negative Declaration for a 20-day public review period beginning August 11, 2021 and ending August 31, 2021, that evaluated the potential environmental effects of the proposed project; and

WHEREAS, the Planning Commission has independently reviewed the information contained in the Initial Study/Negative Declaration for the project and any comments received during the public review period; and

WHEREAS, the Planning Commission has utilized its own independent judgment in adopting the Initial Study/Mitigated Negative Declaration; and

WHEREAS, on the basis of the whole record before the Planning Commission, which is documented in the project files of the City of Lathrop Community Development Department, it was determined that although the proposed project could have a significant effect on the environment, required mitigation measures will be implemented to reduce these effects to a less than significant level. Mitigation measures are incorporated and included as part of the Conditions of Approval for the project; and

WHEREAS, proper notice of this public meeting 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, hereby recommends the City Council to adopt the Initial Study and Mitigated Negative Declaration attached and incorporated by reference herein (Attachment 10 of the September 15, 2021 Staff Report), as the appropriate environmental document for the Scannell Properties Industrial Project pursuant to CEQA.

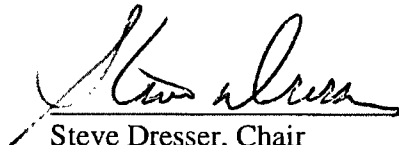
PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a Regular meeting on the 15th day of September 2021 by the following vote:

AYES: Dresser, Ishihara, Gatto, Ralmilay

NOES: None

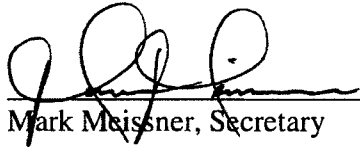
ABSTAIN: None

ABSENT: Rhodes




Steve Dresser, Chair

ATTEST:



Mark Meissner, Secretary

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 21-25**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
RECOMMENDING CITY COUNCIL APPROVAL OF THE PROPOSED GENERAL
PLAN LAND USE MAP AMENDMENT AND ZONING MAP AMENDMENT FOR THE
SCANNELL PROPERTIES INDUSTRIAL WAREHOUSE (GPA-20-139 & REZ-20-140)**

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing to consider the General Plan Land Use Map Amendment and Zoning Map Amendment request pursuant to the Lathrop Municipal Code; and

WHEREAS, the subject parcel currently has a Service Commercial (SC) General Plan designation, is located within the Commercial Service (CS) Zoning District; and

WHEREAS, the request is for a General Plan Land Use Map Amendment to General Industrial (GI) and Zoning Map Amendment to General Industrial (IG);

WHEREAS, the request is for a Site Plan Review to construct three (3) new industrial warehouse buildings totaling 191,160 sq. ft. in size. Specifically, Building 1 would be located in the northern portion of the project site and have a building footprint of approximately 70,200 sq. ft. Building 2 would be located in the southwest portion of the site and have a building footprint of approximately 78,400 sq. ft. and Building 3 would be located in the southeast portion of the project site and have a building footprint of approximately 42,560 sq. ft. The proposed buildings include a total of 236 automobile parking spaces, 14 handicap accessible parking spaces and 101 truck trailer parking spaces in addition to the individual building dock doors. The project will include various improvements such as landscaping, lighting, and extension of public utilities. A portion of the site (Parcel 4) is proposed as a stormwater retention basin; and

WHEREAS, the request is for a Vesting Tentative Parcel Map to subdivide the existing 18.2-acre parcel into four (4) parcels: Parcel 1 is 6.54-acres (Building 1), Parcel 2 is 5.58-acres (Building 2), Parcel 3 is 3.50-acres (Building 3), and Parcel 4 is 2.52-acres; and

WHEREAS the property is located at 1520 Lathrop Road (APN: 198-040-14); and

WHEREAS, in accordance with Public Resource Code Section 21000 et. seq. and State CEQA Guidelines Section 15000 et. seq., the City of Lathrop prepared and circulated an Initial Study and Mitigated Negative Declaration for a 20-day public review period beginning August 11, 2021 and ending August 31, 2021, that evaluated the potential environmental effects of the proposed project; and

WHEREAS, the Planning Commission has independently reviewed the information contained in the Initial Study/Negative Declaration for the project and any comments received during the public review period; and

WHEREAS, the Planning Commission has utilized its own independent judgment in adopting the Initial Study/Negative Declaration; and

WHEREAS, on the basis of the whole record before the Planning Commission, which is documented in the project files of the City of Lathrop Community Development Department, there is no substantial evidence that the project will have a significant effect on the environment; and

WHEREAS, State Planning Law and the Lathrop Municipal Code require the Planning Commission to provide a recommendation for a General Plan Land Use Map Amendment and Zoning Map Amendment to the City Council by resolution; and

WHEREAS, the proposed General Plan Land Use Map Amendment will implement the following policies contained in the General Plan in support of industrial land use designations:

- a) *“Areas designated for industrial use are intended to take advantage of rail and freeway access”*. Although the project does not have rail access, it is located in proximity to Interstate 5 and Highway 120 via McKinley Avenue, Louise Avenue and Yosemite Avenue; and
- b) *“Areas designated for industrial use are to assure that there will be sufficient long-term availability of industrial land to expand the City’s economic base”*. The City has experience a significant increase in demand for manufacturing and distribution due to its location and proximity to interstates, rail, airports and a deep water port; and
- c) *“Industrial proposals should be located where possible within an industrial park designed for the accommodation of a community of industries that are compatible in terms of operational characteristics, aesthetics qualities, utility service requirements and street circulation”*. The proposed General Plan land use change to industrial will be compatible and complement the existing adjacent industrial uses. The project has been conditioned to incorporate enhanced architecture elements along Lathrop Road, along with extensive landscaping, truck loading/unloading south of the buildings and away from view from Lathrop Road.
- d) *“Industries are to be developed and operated in such manner as to avoid damage, destruction or degradation of the environment”*. Development of the project has been properly conditioned to minimize impact on the environment. Prior to building permit issuance, the project is required to obtain approvals from various county and state agencies such as: San Joaquin Valley Air Pollution District to mitigate air related impacts, San Joaquin County Multi-Species Habitat Conservation and Open Space Plan to mitigate impacts on biological resources, State Water Resources Control Board to prevent storm water pollution related to construction activities.

WHEREAS, the proposed amendment will be consistent with applicable provisions of the General Plan. The proposed General Plan Land Use Map Amendment to General Industrial and Zoning Map Amendment to General Industrial would provide consistency between the General Plan & Zoning and would further General Plan goals & policies; and

WHEREAS, the Planning Commission finds that the proposed project is consistent with the land use goals and policies the City of Lathrop General Plan, and complies with all applicable provisions and standards of the Zoning Ordinance; and

WHEREAS, proper notice of this public meeting 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 hereby make the following findings:

Section 1. This Resolution incorporates, and by this reference makes a part hereof, that certain GPA, as shown in Attachment 8 of the Planning Commission Staff Report, relative to the proposed development of the Scannell Properties Industrial Project on certain real property consisting of approximately 18.2-acres located at 1520 Lathrop Road (APN: 198-040-14).

Section 2. General Plan Amendment Findings. The Planning Commission finds and determines as follows:

1. The proposed GPA would amend the General Plan Land Use Map adopted December 17, 1991, as amended through 2021, to reflect the proposed Scannell Properties Industrial Project land use.
2. The proposed GPA will implement the following Policies contained in the General Plan in support of the proposed land use designation:
 - a) *“Areas designated for industrial use are intended to take advantage of rail and freeway access”*. Although the project does not have rail access, it is located in proximity to Interstate 5 and Highway 120 via McKinley Avenue, Louise Avenue and Yosemite Avenue; and
 - b) *“Areas designated for industrial use are to assure that there will be sufficient long-term availability of industrial land to expand the City’s economic base”*. The City has experience a significant increase in demand for manufacturing and distribution due to its location and proximity to interstates, rail, airports and a deep water port; and
 - c) *“Industrial proposals should be located where possible within an industrial park designed for the accommodation of a community of industries that are compatible in terms of operational characteristics, aesthetics qualities, utility service requirements and street circulation”*. The proposed General Plan land use change to industrial will be compatible and complement the existing adjacent industrial uses. The project has been conditioned to incorporate enhanced architecture elements along Lathrop Road, along with extensive landscaping, truck loading/unloading south of the buildings and away from view from Lathrop Road.
 - d) *“Industries are to be developed and operated in such manner as to avoid damage, destruction or degradation of the environment”*. Development of the project has been properly conditioned to minimize impact on the environment.

Prior to building permit issuance, the project is required to obtain approvals from various county and state agencies such as: San Joaquin Valley Air Pollution District to mitigate air related impacts, San Joaquin County Multi-Species Habitat Conservation and Open Space Plan to mitigate impacts on biological resources, State Water Resources Control Board to prevent storm water pollution related to construction activities.

3. Based on the findings set for in this Resolution, the CEQA Resolution, and evidence in the Staff Report, the Planning Commission hereby recommends to the City Council that the GPA be approved.

Section 3. This Resolution incorporates, and by this reference makes a part hereof, that certain Zoning Map Amendment, as shown in Attachment 8 of the Planning Commission Staff Report, relative to the proposed development of the Scannell Properties Industrial Project on certain real property consisting of approximately 18.2-acres located at 1520 Lathrop Road (APN: 198-040-14).

Section 4. Zoning Map Amendment Findings. Pursuant to Chapter 17.124 of the City of Lathrop Municipal Code, the Planning Commission finds and determines as follows:

1. The proposed Zoning Map Amendment is consistent with the objectives, policies, principles, standards, and general land use as specified in the City's General Plan, as amended by the proposed project.
2. The proposed Zoning Map Amendment is consistent with the purposes and objectives of the City of Lathrop zoning ordinance because: (1) the proposed Zoning Map Amendment provide for appropriate industrial development and is consistent with surrounding land uses, including but not limited to Sharpe Army Depot to the north, Con Fab to the east, existing industrial uses to the south, and California Natural Products and UPS Freight to the west; (2) the proposed project promotes safe, effective internal circulation system, adequate off-street parking and truck loading facilities, and landscaping; and (3) the proposed project ensures that new urban expansion is logical, desirable and in conformance with the objectives and policies of the General Plan.
3. Based on the findings set for in this Resolution, the CEQA Resolution, and evidence in the Staff Report, the Planning Commission hereby recommends to the City Council that the Rezone be approved.

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 approve the General Plan Land Use Map Amendment and adopt an Ordinance for a Zoning Map Amendment request for the Scannell Properties Industrial Project.

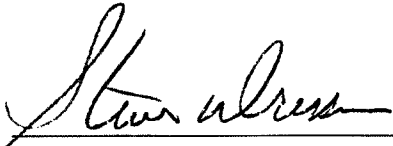
PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a Special Meeting on the 15th day of September 2021 by the following vote:

AYES: Dresser, Ishihara, Gatto, Ralmilay

NOES: None

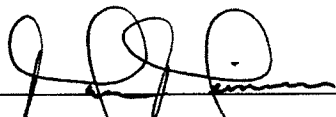
ABSTAIN: None

ABSENT: Rhodes




Steve Dresser, Chair

ATTEST:



Mark Meissner, Secretary

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 21-26**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
RECOMMENDING CITY COUNCIL TO APPROVED A SITE PLAN REVIEW FOR
THE PROPOSED SCANNELL PROPERTIES INDUSTRIAL PROJECT (SPR-20-141)**

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public meeting to consider the Scannell Properties Industrial Project pursuant to the Lathrop Municipal Code; and

WHEREAS, the subject parcel currently has a Service Commercial (SC) General Plan designation, is located within the Commercial Service (CS) Zoning District; and

WHEREAS, the request is for a General Plan Land Use Map Amendment to General Industrial (GI) and Zoning Map Amendment to General Industrial (IG);

WHEREAS, the request is for a Site Plan Review to construct three (3) new industrial warehouse buildings totaling 191,160 sq. ft. in size. Specifically, Building 1 would be located in the northern portion of the project site and have a building footprint of approximately 70,200 sq. ft. Building 2 would be located in the southwest portion of the site and have a building footprint of approximately 78,400 sq. ft. and Building 3 would be located in the southeast portion of the project site and have a building footprint of approximately 42,560 sq. ft. The proposed buildings include a total of 236 automobile parking spaces, 14 handicap accessible parking spaces and 101 truck trailer parking spaces in addition to the individual building dock doors. The project will include various improvements such as landscaping, lighting, and extension of public utilities. A portion of the site (Parcel 4) is proposed as a stormwater retention basin; and

WHEREAS, the request is for a Vesting Tentative Parcel Map to subdivide the existing 18.2-acre parcel into four (4) parcels: Parcel 1 is 6.54-acres (Building 1), Parcel 2 is 5.58-acres (Building 2), Parcel 3 is 3.50-acres (Building 3), and Parcel 4 is 2.52-acres; and

WHEREAS the property is located at 1520 Lathrop Road (APN: 198-040-14); and

WHEREAS, in accordance with Public Resource Code Section 21000 et. seq. and State CEQA Guidelines Section 15000 et. seq., the City of Lathrop prepared and circulated an Initial Study and Mitigated Negative Declaration for a 20-day public review period beginning August 11, 2021 and ending August 31, 2021, that evaluated the potential environmental effects of the proposed project; and

WHEREAS, on the basis of the whole record before the Planning Commission, which is documented in the project files of the City of Lathrop Community Development Department, it was determined that although the proposed project could have a significant effect on the environment, required mitigation measures will be implemented to reduce these effects to a less than significant level. Mitigation measures are incorporated and included as part of the Conditions of Approval for the project; and

WHEREAS, the proposed project meets all setback, parking, landscaping and lot coverage and setback requirements of the Lathrop Municipal Code; and

WHEREAS, proper notice of this public meeting 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 does hereby make the following findings:

1. Site Plan Review Findings. Pursuant to Section 17.100.050 of the Lathrop Municipal Code (LMC), the Planning Commission finds as follows:
 - a. The proposed Site Plan Review complies with all applicable provisions of Chapter 17.100;
 - b. The proposed Site Plan Review is consistent with the site improvements listed in Chapter 17.100 (a. through i.) and improvements are such that traffic congestion is avoided and pedestrian and vehicular safety and welfare are protected and there will not be adverse effects on surrounding properties;
 - c. Proposed lighting for the project area is so arranged as to deflect away from adjoining properties; and
 - d. The proposed Site Plan Review is compatible with surrounding land uses and will not be detrimental to the health, safety and general welfare of the City.
2. The Planning Commission finds that the proposed project is consistent with the General Industrial land use goals and policies the City of Lathrop General Plan, and will comply with the requirements of the Zoning Ordinance and design standards of the Lathrop Municipal Code upon development, as conditioned.
3. The Planning Commission finds that the requirements and conditions of this resolution are reasonable in preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general, and the persons who work in or visit the development in particular.
4. The Planning Commission finds that although the proposed project could have a significant effect on the environment, required mitigation measures will be implemented to reduce these effects to a less than significant level. Mitigation measures are incorporated and included as part of the Conditions of Approval for the project.

BE IT FURTHER 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 to Approve Site Plan Review No. SPR-20-141, subject to the amended Conditions of Approval listed as Attachment #5 of the September 15, 2021 Staff Report, incorporated by reference herein.

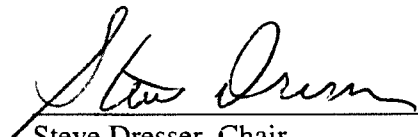
PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a Regular meeting on the 15th day of September 2021 by the following vote:

AYES: Dresser, Ishihara, Gatto, Ralmilay

NOES: None

ABSTAIN: None


ABSENT: Rhodes



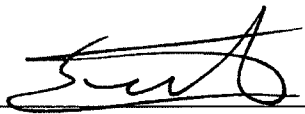
Steve Dresser, Chair

ATTEST:

APPROVED AS TO FORM:



Mark Meissner, Secretary



Salvador Navarrete, City Attorney

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 21-27**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
RECOMMENDING CITY COUNCIL TO APPROVE THE VESTING TENTATIVE
PARCEL MAP FOR THE SCANNELL PROPERTIES INDUSTRIAL PROJECT (TPM-
20-142)**

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public meeting to consider the Scannell Properties Industrial Project pursuant to the Lathrop Municipal Code; and

WHEREAS, the subject parcel currently has a Service Commercial (SC) General Plan designation, is located within the Commercial Service (CS) Zoning District; and

WHEREAS, the request is for a General Plan Land Use Map Amendment to General Industrial (GI) and Zoning Map Amendment to General Industrial (IG);

WHEREAS, the request is for a Site Plan Review to construct three (3) new industrial warehouse buildings totaling 191,160 sq. ft. in size. Specifically, Building 1 would be located in the northern portion of the project site and have a building footprint of approximately 70,200 sq. ft. Building 2 would be located in the southwest portion of the site and have a building footprint of approximately 78,400 sq. ft. and Building 3 would be located in the southeast portion of the project site and have a building footprint of approximately 42,560 sq. ft. The proposed buildings include a total of 236 automobile parking spaces, 14 handicap accessible parking spaces and 101 truck trailer parking spaces in addition to the individual building dock doors. The project will include various improvements such as landscaping, lighting, and extension of public utilities. A portion of the site (Parcel 4) is proposed as a stormwater retention basin; and

WHEREAS, the request is for a Vesting Tentative Parcel Map to subdivide the existing 18.2-acre parcel into four (4) parcels: Parcel 1 is 6.54-acres (Building 1), Parcel 2 is 5.58-acres (Building 2), Parcel 3 is 3.50-acres (Building 3), and Parcel 4 is 2.52-acres; and

WHEREAS the property is located at 1520 Lathrop Road (APN: 198-040-14); and

WHEREAS, in accordance with Public Resource Code Section 21000 et. seq. and State CEQA Guidelines Section 15000 et. seq., the City of Lathrop prepared and circulated an Initial Study and Mitigated Negative Declaration for a 20-day public review period beginning August 11, 2021 and ending August 31, 2021, that evaluated the potential environmental effects of the proposed project; and

WHEREAS, on the basis of the whole record before the Planning Commission, which is documented in the project files of the City of Lathrop Community Development Department, it was determined that although the proposed project could have a significant effect on the environment, required mitigation measures will be implemented to reduce these effects to a less than significant level. Mitigation measures are incorporated and included as part of the Conditions of Approval for the project; and

WHEREAS, the Planning Commission finds that the proposed project is consistent with the General Industrial land use goals and policies the City of Lathrop General Plan, and also consistent with the City's Subdivision Ordinance and the State Subdivision Map Act; and

WHEREAS, the Planning Commission finds that the requirements and conditions of this resolution are reasonable in preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general, and the persons who work in or visit the development in particular; and

WHEREAS, proper notice of this public meeting 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 the Planning Commission of the City of Lathrop does hereby make the following findings:

Section 1. Vesting Tentative Parcel Map Findings. The Planning Commission finds and determines as follows:

1. *The proposed map is consistent with the General Plan.* The proposed map implements the land use objectives in the Lathrop General Plan, as amended by the Scannell Properties Industrial Project GPA.
2. *The design or improvements of the proposed subdivision are consistent with the General Plan.* As conditioned, the design of the map and proposed utility and improvements are consistent with the requirements of the General Plan. All required improvements are conditioned to comply with the City's standards and specifications.
3. *The site is physically suitable for the proposed industrial development.* The proposed General Plan Amendment would designate the site as General Industrial land use in the General Plan. The applicant and staff have worked closely to ensure the map and its conditions of approval address public infrastructure, public services and phase for the development of the project.
4. *The site is physically suitable for the proposed density of development.* The Lathrop General Plan identifies the project area to allow for a broad range of use types such as manufacturing, warehouse, distribution and related industrial type uses. Development of the site meets the requirements set forth in the Lathrop Municipal Code Development Standards.
5. *The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially injure fish or wildlife or their habitat.* The development of the Scannell Properties Industrial Project would involve a range of potentially significant environmental effects, including effects on plant, fish and wildlife species or their habitat. These potential effects were explored in detail, and available mitigations were identified in the Initial Study and Mitigated Negative Declaration.

It was determined that although the proposed project could have a significant effect on the environment, required mitigation measures will be implemented to reduce these effects to a less than significant level. Mitigation measures are incorporated and included as part of the Conditions of Approval for the project.

6. *The design of the subdivision or type of improvements will not cause serious public health problems.* The development of the Scannell Properties Industrial Project would involve a range of potentially significant effects on public health and safety. These potential effects were explored in detail, and available mitigations were identified in the Initial Study and Mitigated Negative Declaration. It was determined that although the proposed project could have a significant effect on the environment, required mitigation measures will be implemented to reduce these effects to a less than significant level. Mitigation measures are incorporated and included as part of the Conditions of Approval for the project.
7. *The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.* The design of the subdivision does not conflict with any public easements for access through or use of property within the subdivision. Conditions of approval are included to dedicate land, right of way and to provide easements where necessary for public access, utilities, and infrastructure.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Lathrop based on substantial evidence in the administrative record of proceedings, its findings above and pursuant to its independent review and consideration, does hereby recommend the City Council to Approve Vesting Tentative Parcel Map No. TPM-20-142, subject to the amended Conditions of Approval listed as Attachment #5 of the September 15, 2021 Staff Report, incorporated by reference herein.

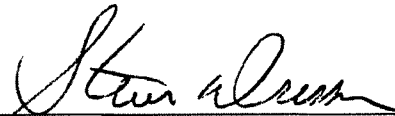
PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a Regular meeting on the 15^h day of September 2021 by the following vote:

AYES: Dresser, Ishihara, Gatto, Ralmilay

NOES: None

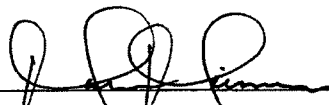
ABSTAIN: None

ABSENT: Rhodes



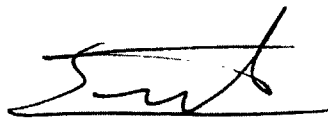
Steve Dresser, Chair

ATTEST:



Mark Meissner, Secretary

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Ricardo Caguiat

Subject: RE: Information request per Planning Consultants

From: marys2go2003@aol.com <marys2go2003@aol.com>
Sent: Wednesday, September 29, 2021 7:42 PM
To: David Niskanen <planningconsultant@ci.lathrop.ca.us>
Cc: Ricardo Caguiat <rcaguiat@ci.lathrop.ca.us>; Mark Meissner <mmeissner@ci.lathrop.ca.us>; Maria Hermosilla <mhermosilla@ci.lathrop.ca.us>
Subject: RE: Information request per Planning Consultants

I would like to thank the Planning Staff for the opportunity to voice my concerns again for the proposed Scannell Properties located at 1510 Lathrop Road during the Zoom meeting last week. During the meeting, I requested an alternative option #2 plan for traffic from the development to enter and exit the project. The Planning Commission approved 4-0 to recommend this project to the City Council using D street for both right and left turns onto Lathrop Road. We publicly spoke of the danger of this decision at the Planning Commission Hearing.

I informed Glen Gebhardt, a far safer option would be to have the traffic from the project gain easement access from the south of the property to the driveway currently in use by the south adjacent property. Using Option #2 would eliminate a traffic light at D street noted in the MND. The representative of Scannell Properties has stated he is only willing to pay a pro-rated cost of the traffic light deemed necessary by the traffic consultants of the MND. Option #2 would allow the project vehicle and truck traffic to safely enter and exit the project onto McKinley Ave without endangering the public at large. Routing the truck traffic onto McKinley would be a benefit to the residents of Manteca Del Webb, 55+ Senior Community and many other residents who are at a higher health risk to additional truck pollution due to the Staffs Option #1 plan and MND.

I am requesting the staff schedule an additional meeting with the Concerned Citizens For The Airport Way Corridor and Catholic Charities Environmental Justice representative Jonathan Pruitt to work out a solution to better protect the citizens from the projects environmental and safety issues.

If a meeting is not arranged, I am formally requesting the items not be included for approval by the City Council until all options have been explored.

Thank you,
Mary Meninga

Sent from the all new AOL app for Android

On Thu, Sep 23, 2021 at 2:11 PM, David Niskanen <planningconsultant@ci.lathrop.ca.us> wrote:

Mary:

Received - Thank you for the email and comments. We will include this correspondence in the administrative record for the project.

Thanks,

David Niskanen

JB Anderson Planning, Contract Planner | City of Lathrop

Community Development Department

390 Towne Centre Drive Lathrop, CA 95330

P: (209) 941-7297

From: marys2go2003@aol.com [mailto:marys2go2003@aol.com]

Sent: Wednesday, September 22, 2021 1:10 PM

To: David Niskanen <planningconsultant@ci.lathrop.ca.us>

Subject: Information request per Planning Consultants

Per your request I am sending you selected pages of the Staff Report. Both at the Planning Commission Hearing, 9/15/21 and Virtual Zoom meeting, 9/21/21, Glen Gebhardt stated Fehr and Peers traffic analysis included future long range traffic calculations ie Lathrop General Plan Update, Manteca General Plan Updaten and Truck Study, SJCOG Regional Truck Study. Please contact me to have further discussions for clarification. In my opinion, this project should not move forward to City Council until the MND is revised to include the vital information not currently available. Without this information, the impacts and migrations that warranted an MND are inadequate.

Thank you,
Mary Meninga

Sent from the all new AOL app for Android

9. General Comments

- a. Applicant shall retain the services of a California licensed civil engineer to design the utility plans for sewer, water storm drain lines and systems.
- b. Applicant shall ensure that all off-site and on-site improvements comply with City Standards.
- c. The parking areas and drive isles on site shall be paved with asphalt concrete.
- d. Hydrology and hydraulic calculations and plans for on-site storm water system shall be submitted to the City for review and approval.
- e. The Applicant shall execute a maintenance agreement for all onsite storm water quality treatment devices, swales and/or ponds.
- f. Applicant shall install as part of their onsite improvement all necessary Best Management Practices (BMP's) for post construction in accordance with City guidelines and standards. The BMP's must be in place prior to final occupancy.
- g. Any driveway access to Lathrop Road shall be right-in right-out only.
- h. Applicant shall pay all appropriate fees including but not limited to Levee Impact Fee, Capital Facilities Fees, and Plan Check and Inspection Fees.
- i. A geotechnical report shall be submitted for the project, which includes groundwater elevations, percolation rates for retention basins, soil compaction requirements, and recommendations for asphalt paving.
- j. Grading and other construction activities that may cause dust shall be watered to control dust at the City Engineer's direction. A water vehicle shall be available for dust control operations at all times during grading operations. The adjacent public street shall be kept free and clean of any project dirt, mud, materials, and debris.

LATHROP-MANTECA FIRE DISTRICT (LMFD)

1. The project must conform to the appropriate edition of the California Fire Code (currently the 2019 edition) and all related standards.
2. Permits shall be obtained from the fire code official. Permit(s) and fees, shall be paid prior to issuance of any and/or all permits. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire code official. (Permits are to be renewed on an annual basis).
3. Approved automatic sprinkler systems shall be provided as required in 2019 California Fire Code §903.2. Tenant/Occupant/Owner shall have the responsibility to ensure that the correct fire suppression system is added/modified/tested and accepted by the (AHJ) Fire District. Fire suppression system plans shall be modified under separate fire permit and shall be submitted by a licensed contractor, to the (LMFD) Fire District for review and approval prior to modification. Deferred submittal accepted.
4. An approved fire alarm system shall be installed in accordance with 2019 CFC §907.2 and 2019 NFPA 72.
5. Fire Department Development Fees for all new buildings must be paid in accordance with the City of Lathrop's Ordinance and Resolutions adopting the fee schedule.
6. An approved Fire Flow test shall be conducted prior to ground breaking to determine the allowable Fire Fighting capabilities for the site.

This chapter analyzes the impacts of the project under cumulative conditions. The analysis reflects long-term development in the City of Lathrop, Manteca and other nearby jurisdictions using the Cumulative Year TDF model previously described. It is noted that under cumulative conditions, a significant amount of growth is planned in Lathrop (as the TDM assumes full build out of the City). As a result, forecasted AM and PM peak hour volumes are high, particularly near I-5. The City is currently in the process of updating the General Plan, which will include an in depth evaluation of land uses and anticipated growth over the next 20 years. The TDM will be updated with the General Plan effort and may result in different forecasts along study intersections.

It is also noted, the Sharpe Depot project has not come to fruition and land use plans are unknown at this time. Therefore, this analysis does not assume land use growth on the parcel directly north of the project site. When a project is proposed on that parcel, additional analysis, particularly for the Lathrop Road/D Street intersection, should be completed.

The City of Lathrop has completed a Project Study Report (PSR) for the Lathrop Road/I-5 interchange. A partial cloverleaf is proposed. However, the PSR needs to be updated with Caltrans before completing environmental and design documents. Although the project is still in early stages and is not fully funded, interchange improvements are identified in the City's Capital Improvement Plan (PS 06-16) and the City has been collecting funds for interchange improvements through the Capital Facilities Fee Program. Therefore, based on direction from City staff, the following interchange improvements are included in the cumulative year analysis:

- **Lathrop Road/I-5 SB Ramps:**
 - Modify the southbound approach to include two left turn lanes and two right turn lanes
 - Modify the eastbound approach to include three through lanes
 - Modify the westbound approach to include two through lanes, one shared through/right turn lane, and one right turn lane

- **Lathrop Road/I-5 NB Ramps:**
 - Modify the northbound approach to include one left turn lane, one shared through/left turn lane, and two right turn lanes
 - Modify the eastbound approach to include two left turn lanes and two through lanes
 - Modify the westbound approach to include one through lane, one shared through/right turn lane, and one right turn lane

The following Synchro inputs were used for the cumulative year analysis at the Lathrop Road/I-5 interchange:

- Coordinated signal timing

- Custom phasing on the I-5 SB off-ramp
- Optimized signal timings and offsets for each cumulative scenario

- Optimized signal timings and offsets for each cumulative scenario


4.1 Cumulative No Project Conditions

Cumulative No Project Intersection Operations

The Cumulative Year TDF model was used to develop cumulative year intersection turning movement forecasts. This scenario assumes a retail type development consistent with the existing Service Commercial General Plan designation and an FAR of 0.30 is constructed on the site. No improvements are assumed at the study intersections under this scenario, except for the modifications to the Lathrop Road/I-5 interchange previously described. All trips to the project site were assigned to the Lathrop Road/D Street intersection as there is no specific project and no proposed driveway locations to consider.

Figure 6 displays AM and PM peak hour turning movement and lane configurations at the study intersections. **Table 5** displays the AM and PM peak hour intersection operations. Technical calculations are displayed in **Appendix A**.

Intersection	Control Type	Peak Hour	Existing Conditions		Cumulative No Project Conditions	
			Delay ¹	LOS	Delay ¹	LOS
1. I-5 SB Ramps/Lathrop Rd ²	Signal	AM PM	18 17	B B	47 69	D E
2. I-5 NB Ramps/Lathrop Rd	Signal	AM PM	16 19	B B	55 56	D E
3. Lathrop Road/D St	SSSC	AM PM	1 (15) 1 (17)	A (B) A (C)	31 (>1000) 426 (>1000)	D (F) F (F)
4. SR 99 SB Ramps/Lathrop Rd	Signal	AM PM	15 18	B B	29 28	C C
5. SR 99 NB Ramps/Lathrop Rd	Signal	AM PM	12 12	B B	29 35	C D



Notes:
 SSSC = Side-Street Stop Control; LOS = Level of Service
Bold indicates unacceptable operations.
¹ For signalized intersections, average intersection delay is reported in seconds per vehicle for all approaches. For side-street stop controlled intersections, average intersection delay and (worst-case movement) are reported.
² For cumulative no project conditions, intersection level of service and delay is reported using HCM 2000 methodology, as custom phasing cannot be analyzed using HCM 6th Edition methodology.
 Source: Fehr & Peers, 2021

4.2 Cumulative Plus Project Conditions

Cumulative Plus Project Intersection Operations

Trips associated with the retail development were removed from the study intersections and project trips consistent with the trip generation displayed in Table 5 were added. The Cumulative Year TDF model was used to determine cumulative plus project trip distribution which is displayed on **Figure 7**.

Figure 8 displays the intersection turning movements under cumulative plus project conditions. **Table 6** presents the results of the cumulative plus project intersection operations analysis.

Intersection	Control Type	Peak Hour	Cumulative No Project Conditions		Cumulative Plus Project Conditions	
			Delay ¹	LOS	Delay ¹	LOS
1. I-5 SB Ramps/Lathrop Rd ²	Signal	AM	47	D	40	D
		PM	69	E	48	D
2. I-5 NB Ramps/Lathrop Rd	Signal	AM	55	D	48	D
		PM	56	E	55	D
3. Lathrop Road/D St	SSSC	AM	31 (>1000)	D (F)	3 (359)	A (F)
		PM	426 (>1000)	F (F)	20 (>1000)	C (F)
4. SR 99 SB Ramps/Lathrop Rd	Signal	AM	29	C	29	C
		PM	28	C	28	C
5. SR 99 NB Ramps/Lathrop Rd	Signal	AM	29	C	29	C
		PM	35	D	30	C
6. Lathrop Road/Project Driveway	SSSC	AM	N/A	N/A	0 (16)	A (C)
		PM			1 (21)	A (C)

Notes:
 SSSC = Side-Street Stop Control; LOS = Level of Service
¹ For signalized intersections, average intersection delay is reported in seconds per vehicle for all approaches. For side-street stop controlled intersections, average intersection delay and (worst-case movement) are reported.
² Intersection level of service and delay is reported using HCM 2000 methodology, as custom phasing cannot be analyzed using HCM 6th Edition methodology.
 Source: Fehr & Peers, 2021

As displayed, most intersections would operate acceptably under cumulative plus project conditions and delay at all intersections would decrease or remain the same with the proposed project as the industrial development would generate less trips than a retail type development permitted under the existing Service Commercial land use designation.



However, the Lathrop Road/D Street intersection would continue to operate unacceptably under cumulative plus project conditions. Motorists making a northbound left turn would continue to experience the highest delay at this intersection.

Signal Warrant Analysis

Because the Lathrop Road/D Street intersection would operate unacceptably under both cumulative scenarios, we completed an AM and PM peak hour signal warrant analysis, consistent with the methodologies in the 2014 CA MUTCD, to evaluate the need for installation of a traffic signal.

Results of this analysis indicate traffic volumes on the minor street would not satisfy the warrant for installation of a traffic signal in the AM peak hour for either the cumulative no project or cumulative plus project scenarios or PM peak hour for the cumulative plus project scenario. Volumes would satisfy the warrant for installation of a traffic signal in the PM peak hour under the cumulative no project scenario.

However, a signal is recommended at this intersection due to high delay experienced on the minor streets, need for left turning movements into and out of D Street, and heavy trucks associated with the existing concrete facility and proposed project. It is recommended that the signal be installed with the proposed project or the developer pay a fair-share for future installation of the traffic signal. **Table 7** displays the results of intersection operations under cumulative conditions with installation of a traffic signal.

Table 7: Intersection Operations – Cumulative Conditions with Improvements

Intersection	Control Type	Peak Hour	Cumulative No Project Conditions		Cumulative No Project with Improvements		Cumulative Plus Project Conditions		Cumulative Plus Project with Improvements	
			Delay ¹	LOS	Delay ¹	LOS	Delay ¹	LOS	Delay ¹	LOS
1. Lathrop Road /D St	SSSC / Signal ²	AM	31 (>1000)	D (F)	12	B	3 (359)	A (F)	9	A
		PM	426 (>1000)	F (F)	23	C	20 (>1000)	C (F)	9	A

Notes:
 SSSC = Side-Street Stop Control; LOS = Level of Service
¹ For signalized intersections, average intersection delay is reported in seconds per vehicle for all approaches. For side-street stop controlled intersections, average intersection delay and (worst-case movement) are reported.
² Intersection was analyzed as a signal under the "with improvements" scenarios
 Source: Fehr & Peers, 2021

As displayed, the intersection would operate acceptably with installation of a traffic signal. However, this intersection should be re-evaluated when land use information for the Sharpe Depot project are known to determine if lane configuration or phasing modifications are necessary.

3) Off-Site Heavy Heavy-Duty Truck Travel

The IS/MND indicates that specific tenant has not been identified for the Project and as such assessed the operational emissions based on the potential of the Project being operated for an industrial or manufacturing use consistent with the requested General Plan amendment. However, the IS/MND may not have characterized an appropriate trip length distance for off-site heavy heavy-duty (HHD) truck travel. Based on the following factors: 1) the Project consists of a warehouse development for potential industrial or manufacturing use which typically could involve a high volume of HHD truck trip generation for distribution, and 2) HHD trucks generally travel further distances for distribution, it appears inaccurate to incorporate a default delivery trip length assumption of 7.3 miles as reflected in the California Emissions Estimator Model (CalEEMod) analysis in Appendix A (CalEEMod Results).



Therefore, the District recommends the IS/MND be revised to include a discussion characterizing an appropriate trip length distance for HHD truck travel, and reflect the appropriate distance in the air quality analysis for consistency.

4) Project Related Operational Emissions - Cleanest Available Trucks

The San Joaquin Valley will not be able to attain stringent health-based federal air quality standards without significant reductions in emissions from HHD trucks, the single largest source of NOx emissions in the San Joaquin Valley. The District recently adopted the 2018 PM2.5 Plan which includes significant new reductions from HHD Trucks, including emissions reductions by 2023 through the implementation of the California Air Resources Board (CARB) Statewide Truck and Bus Regulation, which requires truck fleets operating in California to meet the 2010 0.2 g/bhp-hr NOx standard by 2023. Additionally, to meet the federal air quality standards by the 2020 to 2024 attainment deadlines, the District's Plan relies on a significant and immediate transition of heavy duty truck fleets to zero or near-zero emissions technologies, including the near-zero truck standard of 0.02 g-NOx/bhp-hr established by the California Air Resources Board.

This warehouse development Project is expected to result in an increased amount of HHD trucks traveling to-and-from from the project location. To reduce impacts from these operational mobile source emissions, the District recommends that the following clean air measures be considered for inclusion in the IS/MND.

- Advise fleets associated with Project operational activities to utilize the cleanest available HHD truck technologies, including zero and near-zero (0.02 g/bhp-hr NOx) technologies as feasible.
- Advise all on-site service equipment (cargo handling, yard hostlers, forklifts, pallet jacks, etc.) to utilize zero-emissions technologies as feasible.

5) Project Related Operational Emissions - Truck Routing

Truck routing involves the path/roads heavy-duty trucks take to and from their destination. The air emissions from heavy-duty trucks can impact residential communities and sensitive receptors.

5) Project Related Operational Emissions - Truck Routing

Truck routing involves the path/roads heavy-duty trucks take to and from their destination. The air emissions from heavy-duty trucks can impact residential communities and sensitive receptors.



The District recommends the IS/MND evaluate HHD truck routing patterns to help limit emission exposure to residential communities and sensitive receptors. More specifically, this measure would assess current truck routes, in consideration of the number and type of each vehicle, destination/origin of each vehicular trip, time of day/week analysis, vehicle miles traveled and emissions. The truck routing evaluation would also identify alternative truck routes and their impacts on VMT and air quality.

6) Project Related Operational Emissions - Reduce Idling of Heavy Heavy-Duty Trucks



The goal of this strategy is to limit the potential for localized PM2.5 and toxic air quality impacts associated with failure to comply with the state's heavy-duty anti-idling regulation (e.g limiting vehicle idling to specific time limits). The diesel exhaust from excessive idling has the potential to impose significant adverse health and environmental impacts. Therefore, efforts to ensure compliance of the anti-idling regulation, especially near sensitive receptors, is important to limit the amount of idling within the community, which will result in community air quality benefits.

7) Vegetative Barriers and Urban Greening

The District suggests the City consider the feasibility of incorporating vegetative barriers and urban greening as a measure to further reduce air pollution exposure on nearby receptors (e.g. schools, residences, business, etc).

While various emission control techniques and programs exist to reduce air quality emissions from mobile and stationary sources, vegetative barriers have been shown to be an additional measure to potentially reduce a population's exposure to air pollution through the interception of airborne particles and the uptake of gaseous pollutants. Examples of vegetative barriers include, but not limited to the following: trees, bushes, shrubs, or a mix of these. Generally, a higher and thicker vegetative barrier with full coverage will result in greater reductions in downwind pollutant concentrations. In the same manner, urban greening is also a way to help improve air quality and public health in addition to enhancing the overall beautification of a community with drought resistant low maintenance greenery.

8) Solar Deployment in the Community

It is the policy of the State of California that renewable energy resources and zero-carbon resources supply 100% of retail sales of electricity to California end-use

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ITEM 5.2

CITY MANAGER'S REPORT OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **CONSIDER THE CREATION OF CIP PK 22-34
SHILLING AVENUE PARK PROJECT AND
APPROVE RELATED BUDGET AMENDMENT**

RECOMMENDATION: **Council to Consider the Adoption of a
Resolution Approving the Creation of CIP PK
22-34 for the Shilling Avenue Park Project and
Authorize Related Budget Amendment**

SUMMARY:

At its August 9, 2021 meeting, City Council requested staff look into the possibility of creating a park on the City owned 1-acre retention pond located on the corner of Shilling Avenue and Reverend Maurice Cotton Drive. Staff is requesting City Council consider the creation of Capital Improvement Project (CIP) PK 22-34 and authorize a budget amendment of \$50,000 for an engineer's review of the proposed location and the creation of design options based on the engineer's report. Completed design options will allow staff to bid the project, develop construction options, and return to Council to discuss the options and potential approval of construction contracts.

If approved, this improvement project could be funded from existing funds within the Culture and Leisure Capital Facility Fee (CFF) Fund (2260).

BACKGROUND:

The City currently owns a 1-acre retention basin at the corner of Shilling Avenue and Reverend Maurice Cotton Drive. This parcel serves as storm water flood protection for the surrounding neighborhood. Staff is proposing the creation of a park, similar to the retention basins within the Woodfield development, that may include a perimeter walking trail, 3 outdoor fitness stations, a small children's play structure, a water play fountain, single unit restroom, shaded picnic table with barbecue, park benches, a drinking fountain, and a 4' perimeter fence. Approval of this item would allow staff to:

1. Conduct an engineer's report of the parcel to determine what improvements can be made and options for improvements that would not impact flood protection of the neighborhood.
2. Creation of design options based on the report and allow staff to develop construction options, bid the project and return to Council for approval of a construction contract for the construction of the proposed park at this location.

CITY MANAGER’S REPORT **PAGE 2**
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
CONSIDER THE CREATION OF CIP PK 22-34 SHILLING AVENUE PARK
PROJECT AND APPROVE RELATED BUDGET AMENDMENT

REASON FOR RECOMMENDATION:

Staff is requesting City Council consider the creation of CIP PK 22-34 Shilling Avenue Park Project and authorize a budget amendment of \$50,000 from the Culture and Leisure CFF Fund 2260 to the General CIP Fund 3010 to allow staff to generate an engineer’s report on the location, create design options, solicit bids and return to Council with a proposed construction contract for the construction of a park at this location.

FISCAL IMPACT:

Staff requests City Council authorize a budget amendment of \$50,000 from the Culture and Leisure CFF 2260 to the General CIP Fund 3010 to fund CIP PK 22-34 to conduct an engineer’s report, create design options, and request bids for Council review:

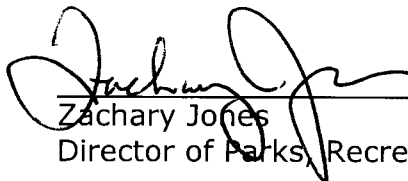
Transfer Out (Culture & Leisure CFF Funds)		
2260-99-00-990-90-10		\$50,000
Transfer In (General CIP)		
3010-99-00-393-00-00		\$50,000
Increase Expenditure		
3010-80-00-420-12-00-00	PK 22-34	\$50,000

ATTACHMENTS:

- A. A resolution of the City Council of the City of Lathrop approving the creation of CIP PK 22-34 Shilling Avenue Park Project and related budget amendment.

CITY MANAGER'S REPORT **PAGE 3**
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
CONSIDER THE CREATION OF CIP PK 22-34 SHILLING AVENUE PARK
PROJECT AND APPROVE RELATED BUDGET AMENDMENT

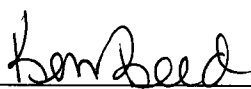
APPROVALS:



Zachary Jones
Director of Parks, Recreation & Maintenance Services

9.27.2021

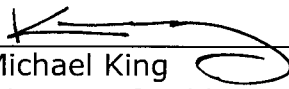
Date



Ken Reed
Senior Construction Manager

9-30-2021

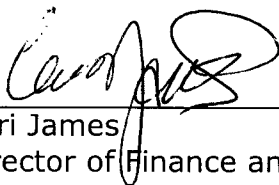
Date



Michael King
Director of Public Works

9-30-2021

Date



Cari James
Director of Finance and Administrative Services

10/4/2021

Date



Salvador Navarrete
City Attorney

9-28-2021

Date



Stephen J. Salvatore
City Manager

10.0.21

Date

RESOLUTION NO. 21-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
 APPROVING THE CREATION OF CIP PK 22-34 SHILLING AVENUE PARK
 PROJECT AND RELATED BUDGET AMENDMENT**

WHEREAS, at the August 9, 2021 meeting, City Council requested staff look into the possibility of creating a park on the City owned 1-acre retention pond located on the corner of Shilling Avenue and Reverend Maurice Cotton Drive; and

WHEREAS, staff is requesting approval of the creation of CIP PK 22-34 and a budget amendment of \$50,000 for an engineer’s review of the proposed location, and the creation of design options based on the engineer’s report; and

WHEREAS, completed design options will allow staff to solicit bids and return to Council to discuss the options and approval of the construction contracts.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop approves the creation of CIP PK 22-34 with a corresponding budget amendment of \$50,000 from Culture and Leisure CFF 2260 into the General CIP Fund 3010 to allow for an initial engineer’s review and development of design options for staff to solicit construction bids constructions bids for Council consideration.

Transfer Out (Culture & Leisure CFF Funds)		
2260-99-00-990-90-10		\$50,000
Transfer In (General CIP)		
3010-99-00-393-00-00		\$50,000
Increase Expenditure		
3010-80-00-420-12-00-00	PK 22-34	\$50,000

ATTACHMENT A

The foregoing resolution was passed and adopted this 11th day of October 2021 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

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ITEM 6.1

**CITY MANAGER’S REPORT
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING**

ITEM: MAYOR’S REFERRAL

RECOMMENDATION: Appointment of One (1) Member to the Measure C Oversight Committee with Term Expiring June 30, 2022, Due to Unscheduled Vacancy

MEASURE C OVERSIGHT COMMITTEE – LMC CHAPTER 3.13.180

The Committee currently has one (1) available vacancy.

- One (1) seat available (unscheduled vacancy), with existing term ending June 30, 2022

Commissioner Vacancy due to Unscheduled Vacancy	Date of Appointment	Reappointment Date	Term Expiration Date
Jeremy Aguilar	02/10/20	N/A	06/30/22 <i>Resigned in May 2021</i>

One (1) application was received.

APPLICANT FOR CONSIDERATION:

1. Gene Neely



COMMISSION/COMMITTEE APPLICATION

Applying for: Measure C Comm. Htee

RECEIVED

SEP 21 2021

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission
Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission
Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

CITY CLERK

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Gene Neely

Address: [redacted] City: Lathrop Zip: 95330

Telephone (home) [redacted] Telephone (work) _____

Telephone (cell) [redacted] Telephone (other) _____

Email: [redacted] Resident of the City of Lathrop: 20 years

Do you have Transportation to attend the Commission meetings and Functions? Yes [X] No []

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship _____

Employment/Volunteer Information:

Lathrop Manteca Fire 9/15

Organization _____ Date _____

19001 Somerset Parkway Retired Fire Chief

Location _____ Position(s) _____

Responsibilities/accomplishments: _____

Organization _____ Date _____

Location _____ Position(s) _____

Responsibilities/accomplishments: _____

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ITEM 6.2

**CITY MANAGER’S REPORT
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING**

ITEM: MAYOR’S REFERRAL

RECOMMENDATION: Appointment of One (1) Member to the Senior Advisory Commission with Term Expiring June 30, 2024

SENIOR ADVISORY COMMISSION – LMC CHAPTER 2.24

The Commission currently has two (2) available vacancies.

- One (1) seat available (unscheduled vacancy), with existing term ending June 30, 2022
- One (1) seat available (regularly scheduled vacancy, which ended June 30, 2021), with term from date of appointment through June 30, 2024

Unscheduled Vacancy	Date of Appointment	Reappointment Date	Term Expiration Date
Robert Long	11/19/18	6/10/19	6/30/22 <i>Resigned in March 2021</i>

Regularly Scheduled Vacancies	Term Expiration Date
Vacancy	Recommended Term: Present to 06/30/24 <i>Prior Commissioner term expired 06/30/20, due to the COVID-19 Pandemic this regularly scheduled vacancy was not filled on 07/01/20.</i>

APPLICANT FOR CONSIDERATION:

1. Syble M. Tompkins



COMMISSION/COMMITTEE APPLICATION

Applying for: Senior Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.
Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.
Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION: AUG 17 2021

CITY CLERK

Name: Sable M Tomotius

Address: [Redacted] City: Lathrop Zip: 95330

Telephone (home) _____ Telephone (work) _____

Telephone (cell) [Redacted] Telephone (other) _____

Email: [Redacted] Resident of the City of Lathrop: 1 years

Do you have Transportation to attend the Commission meetings and Functions? Yes No

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship _____

Employment/Volunteer Information:

CDCK-PCNCS (RE) 2006-2021
Organization Date

Chickamauga First for Women 16765 Chickamauga-Turner Met Latham / Office Tech
Location Position(s)

Responsibilities/accomplishments: Prepare reports on hospital admissions within CWA
Prepare forms for emergency transport; admit females

St of GA Assembly Dist 62 1998 - 2006
Organization Date

181 North E Street San Bernardino District Director
Location Position(s)

Responsibilities/accomplishments: Senior Field Rep - Represent Assembly members during
public city services when he was not available / supervise staff of 6 Field Reps

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