

November 8, 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.



NOVEMBER 8, 2021 – Regular Meeting Agenda – 7:00 p.m.



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See Reverse

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 in person. 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/1606901501?pwd=K2NsN2t1TXhaM3Y0OWtiNDF4ZWdXUT09>

- ✦ 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: 160 690 1501 / Passcode: 693382
- ✦ 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, NOVEMBER 8, 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)

The following facts and circumstances known to plaintiff or plaintiffs regarding (Gov. Code § 54956.9(e)(2))

- Complaints by Councilmember Minnie Diallo Regarding Communications with City Manager Stephen J. Salvatore.
- Dispute with San Joaquin County Regarding Overheard Charges on Contract for Law Enforcement Services.

RECONVENE

1.2.2 REPORT FROM CLOSED SESSION

1.3 ROLL CALL

1.4 INVOCATION

1.5 PLEDGE OF ALLEGIANCE

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

2. PRESENTATIONS

2.1 MAYOR'S COMMITTEE REPORT(S)

- Parks, Recreation & Maintenance Services Update on Committee Events and Programs

3. CITIZEN'S FORUM

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

4. CONSENT CALENDAR

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

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

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

4.2 APPROVAL OF MINUTES

Approve Minutes for the Regular Council Meeting of September 13, 2021, and Regular Council Meeting of October 11, 2021

4.3 CREATION OF CIP PW 22-37 FOR WELL 10 TESTING, ANALYSIS AND MODIFICATIONS, AND APPROVAL OF CONTRACT AMENDMENT NO. 2 WITH LUHDORFF & SCALMANINI CONSULTING ENGINEERS, INC., AND RELATED BUDGET AMENDMENT

Adopt Resolution Approving the Creation of Capital Improvement Project (CIP) PW 22-37 for the Well 10 Testing, Analysis and Modifications, and Approve Contract Amendment No. 2 with Luhdorff & Scalmanini Consulting Engineers, and Approve Related Budget Amendment

- 4.4 CREATION OF CIP WW 22-38 LATHROP CONSOLIDATED TREATMENT FACILITY PHASE 3 EXPANSION, AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC ADVANCED CIVIL ENGINEERING, INC. AND RELATED BUDGET AMENDMENT
Adopt Resolution Approving the Creation of Capital Improvement Project WW 22-38 Lathrop Consolidated Treatment Facility Phase 3 Expansion, a Professional Services Agreement with Pacific Advanced Civil Engineering, Inc. and Related Budget Amendment
- 4.5 APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH ROBERTSON-BRYAN INC. FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT
Adopt Resolution Approving Professional Services Agreement with Robertson-Bryan Inc. to Assist City with NPDES Permit Compliance for the Consolidated Treatment Facility Surface Water Discharge Project, CIP WW 20-17
- 4.6 APPROVAL OF TASK ORDER NO. 7 WITH ENGEO INC. AND AMENDMENTS NO. 2 AND 3 WITH PACIFIC ADVANCED CIVIL ENGINEERING, INC. FOR CIP WW 20-17 SURFACE WATER DISCHARGE
Adopt Resolution Approving Task Order No. 7 with ENGEO Inc. and Amendments No. 2 and 3 with Pacific Advanced Civil Engineering, Inc. for Construction Engineering Services for CIP WW 20-17 Surface Water Discharge
- 4.7 APPROVAL OF GRANT DEED TO REVERT REAL PROPERTY TO SCANNELL PROPERTIES LLC
Adopt Resolution Approving a Grant Deed to Revert Real Property (APN 198-040-14) to Scannell Properties LLC
- 4.8 APPROVAL OF AGREEMENT AND LEASE BETWEEN TESLA, INC. AND THE CITY OF LATHROP FOR CROSSROADS PARKING
Adopt Resolution Approving an Agreement and Lease between Tesla, Inc. and the City of Lathrop for Crossroads Parking

5. SCHEDULED ITEMS

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER 2022 SJMSCP DEVELOPMENT FEES ANNUAL ADJUSTMENT
Council to Consider the Following:
 - 1. Hold a Public Hearing; and
 - 2. Adopt a Resolution Approving an Annual Adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) Development Fees for 2022
- 5.2 CONTINUED DISCUSSION FROM OCTOBER 11, 2021, REGULAR MEETING REGARDING CONSIDERATION OF 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 Continue Their Discussion and Consideration of the Following:

1. Testimony presented during the Public Hearing held October 11, 2021;
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

5.3 ADOPT RESOLUTION REQUIRED BY THE CALIFORNIA COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING (POST) TO ESTABLISH THE LATHROP POLICE DEPARTMENT, APPROVE AND RATIFY VARIOUS AGREEMENTS FOR THE LATHROP POLICE DEPARTMENT TRANSITION PROJECT, CREATE A PROPERTY AND EVIDENCE TECHNICIAN POSITION AND APPROVE THE AMENDED POSITION CONTROL ROSTER

Council to Consider the Following:

1. Adopt Resolution Establishing the Lathrop Police Department as Required by the California Commission on Peace Officer Standards and Training (POST); and
2. Adopt Resolution Approving Task Order No. 3 with Municipal Resource Group, LLC to Continue to Assist with the Transition to the New City of Lathrop Police Department; and
3. Adopt Resolution Ratifying an Agreement with Sun Ridge Systems, Inc. to Provide Computer Aided Dispatch and Records Software and Services for Expansion of the Ripon Dispatch Center to Serve the New Lathrop Police Department; and
4. Adopt Resolution Ratifying Agreement with Axon Enterprise, Inc. for Purchase of Body Cameras and Tasers for New Police Department; and
5. Adopt Resolution Ratifying Agreement with Axon Enterprise, Inc. for Purchase of In-Car Video Equipment, Licenses and Storage; and
6. Adopt Resolution Ratifying Agreement with Emergency Vehicle Outfitters (EVO) for the Purchase and Installation of Police Equipment in the New Lathrop Police Department Fleet; and
7. Adopt Resolution Ratifying Agreement with Wave Business Solutions, LLC to Provide Communication for Dispatch Services Between the City of Lathrop Police Department and the Ripon Police Department and to Provide Internet Access at the New Police Department; and
8. Adopt Resolution Creating a Property & Evidence Technician Position and Approving the Amended Position Control Roster

5.4 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER MUNICIPAL CODE AMENDMENT TO ALLOW RETAIL COMMERCIAL CANNABIS ACTIVITIES IN THE CITY OF LATHROP (TA-21-116)

Council to Discuss and Consider the Following:

1. Hold a Public Hearing; and
2. First Reading and Introduce an Ordinance Amending Chapter 5.04, Business Licenses Generally, Chapter 5.26, Prohibition Against Commercial Cannabis, and Chapter 17.18, Prohibited Cannabis Activities
3. Adopt a Resolution Establishing Merit Based Selection Criteria

6. COUNCIL COMMUNICATIONS

6.1 VICE MAYOR TORRES-O'CALLAGHAN REFERRAL – Update to the City Council Handbook of Rules and Regulations

6.2 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)*

6.3 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, CMC, City Clerk

ITEM 4.2

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, SEPTEMBER 13, 2021
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

MINUTES

PLEASE NOTE: There was a Closed Session, which commenced at 5:33 p.m. The Regular Meeting reconvened at 7:04 p.m.

1. PRELIMINARY

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

1.2 CLOSED SESSION

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

- City Manager
- City Attorney

RECONVENE – Mayor Dhaliwal reconvened the meeting at 7:04 p.m.

1.2.2 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete reported that the City Council met in closed session pursuant to Item 1.2. Mayor Dhaliwal reported that the City Council performed evaluations of the City Manager and City Attorney; Mayor Dhaliwal stated that the Employment Agreements were renewed for both employees. No other reportable action.

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

Absent: None

1.4 INVOCATION – Pastor Troy Stein, New Life Church, provided the invocation.

1.5 PLEDGE OF ALLEGIANCE – Pastor Troy Stein led the pledge of allegiance.

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

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST –

Councilmember Lazard declared a conflict of interest with Items 4.13 through 4.15, due to her employment with Dell'Osso Farms.

2. PRESENTATIONS

2.1 NATIONAL NIGHT OUT COMMUNITY APPRECIATION AWARDS

Mayor Dhaliwal presented appreciation awards to Lathrop-Manteca Fire District and Lathrop Police Services for their participation in the 2021 National Night Out, event held August 3, 2021.

Acting Police Chief Alagna provided the Community Award to the River Islands Riptide Football and Cheer for their participation in the 2021 National Night Out.

2.2 RECOGNITION TO SAN JOAQUIN COUNTY SHERIFF'S CAPTAIN RYAN BIEDERMANN, FOR HIS SERVICES AS LATHROP'S FORMER POLICE CHIEF

Mayor Dhaliwal presented a plaque to San Joaquin County Sheriff's Captain Ryan Biedermann, recognizing his years of service as Lathrop's Former Police Chief.

2.3 INTRODUCTION AND OATH OF OFFICE OF NEWLY APPOINTED LATHROP POLICE CHIEF RAYMOND BECHLER (COMMISSION STARTING JULY 1, 2022)

City Manager Stephen Salvatore introduced newly appointed Lathrop Police Chief Raymond Bechler. Mayor Dhaliwal presented the ceremonial Oath of Office to Chief Bechler.

2.4 INNOVATION IN THE VALLEY: AN UPDATE ON IHUB SAN JOAQUIN

Brenna Butler-Garcia, A.G. Spanos Companies (iHub San Joaquin Chairman of the Board) and Randy Saffold, Manteca Economic Development (iHub San Joaquin Vice-Chairman of the Board) provided the presentation. City Council consensus directed the City Manager to provide a letter of support to the iHub San Joaquin supporting their application for funding to the Governor's Office of Business and Economic Development.

3. CITIZEN'S FORUM

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

There were no speakers.

4. CONSENT CALENDAR

On a motion by Councilmember Akinjo, seconded by Councilmember Lazard, the City Council approved the Consent Calendar, except Items 4.13 through 4.15, 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 Special Council Meeting of July 7, 2021 and Regular Council Meeting of July 12, 2021.

4.3 AUTHORIZE THE PURCHASE OF 12 NEW POLICE VEHICLES FOR THE NEW LATHROP POLICE DEPARTMENT

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

Adopted **Resolution 21-4944** authorizing the purchase of 12 new police vehicles for the new Lathrop Police Department in a not to exceed amount of \$505,200.

4.4 AWARD CONSTRUCTION CONTRACT TO BENTON FENCE & DRILLING, INC. FOR THE GENERATIONS CENTER SKATE PARK FENCE, CIP PK 22-13 AND APPROVE RELATED BUDGET AMENDMENT

Adopted **Resolution 21-4945** awarding a Construction Contract to Benton Fence & Drilling, Inc. for the Generations Center Skate Park Fence, CIP PK 22-13, and approving related budget amendment.

4.5 ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED BY MIKE BROWN ELECTRIC CO. FOR TRAFFIC SIGNAL INSTALLATION – INTERSECTION OF GOLDEN VALLEY PARKWAY & SPARTAN WAY, CIP PS 18-03

Adopted **Resolution 21-4946** accepting public improvements constructed by Mike Brown Electric Co. for traffic signal installation, at the intersection of Golden Valley Parkway and Spartan Way, CIP PS 18-03, authorizing the filing of a Notice of Completion, released contract retention, releasing Performance and Payment Bonds, and approving related budget amendment.

4.6 ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED BY DSS COMPANY DBA KNIFE RIVER CONSTRUCTION FOR LOUISE AVENUE PAVEMENT REHABILITATION, CIP PS 18-01 AND APPROVAL OF RELATED BUDGET AMENDMENT

Adopted **Resolution 21-4947** accepting public improvements constructed by DSS Company dba Knife River Construction for Louise Avenue Pavement Rehabilitation, CIP PS 18-01, authorizing the filing of a Notice of Completion, releasing contract retention, releasing Performance and Payment Bonds, and approving related budget amendment.

4.7 ACCEPTANCE OF PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITIONS FOR TRACT 4018, PHASE 1B2, IN THE CENTRAL LATHROP SPECIFIC PLAN FROM LATHROP LAND ACQUISITION, LLC

Adopted **Resolution 21-4948** accepting public improvements with associated conditions for Tract 4018, Phase 1B2, in the Central Lathrop Specific Plan from Lathrop Land Acquisition, LLC.

4.8 APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT FOR ON-CALL GIS SERVICES WITH CONDOR EARTH TECHNOLOGIES, INC. AND A RELATED BUDGET AMENDMENT

Adopted **Resolution 21-4949** approving a Professional Consulting Services Agreement with Condor Earth Technologies, Inc. to provide on-call GIS services and approving related budget amendment.

4.9 APPROVAL OF TASK ORDER NO. 24 WITH 4LEAF, INC., FOR INTERIM CHIEF BUILDING OFFICIAL CONSULTING SERVICES

Adopted **Resolution 21-4950** approving Task Order No. 24 to provide Interim Chief Building Official consulting services, pursuant to the Master Consulting Agreement dated September 21, 2015 with 4Leaf, Inc.

4.10 APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH LDA PARTNERS, INC. FOR THE CITY'S MUNICIPAL CORPORATION YARD IMPROVEMENTS, CIP GG 21-13

Adopted **Resolution 21-4951** approving a Professional Consulting Services Agreement with LDA Partners, Inc. to provide design-engineering services for the City's Municipal Corporation Yard improvements, CIP GG 21-13.

4.11 APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH WGR SOUTHWEST, INC. TO PROVIDE SMALL CONSTRUCTION PROJECT INSPECTION SUPPORT FOR THE CITY'S STORM WATER DISCHARGE PERMIT SD 22-32 AND RELATED BUDGET AMENDMENT

Adopted **Resolution 21-4952** approving a Professional Consulting Services Agreement with WGR Southwest, Inc., to provide small construction project inspection support services for the Phase II Small MS4 Storm Water Discharge Permit Regulatory Compliance Program SD 22-32, and approving related budget amendment.

4.12 APPROVAL OF RESERVE WASTEWATER TREATMENT CAPACITY TRANSFER FROM CITY OF LATHROP TO SAYBROOK CLSP, LLC AND A RELATED BUDGET AMENDMENT

Adopted **Resolution 21-4953** approving the Sale and Transfer Agreement of Reserve Wastewater Treatment Capacity in the Consolidated Treatment Facility from City of Lathrop to Saybrook CLSP, LLC, and approving related budget amendment.

RIVER ISLANDS CONSENT ITEM(S)

Councilmember Lazard recused herself, following the vote of the consent calendar (Items 4.1 to 4.12), and left the chamber at 8:02 p.m., prior to the vote of Items 4.13 through 4.15, due to declared conflict of interest as noted in Item 1.8.

On a motion by Councilmember Akinjo, seconded by Vice Mayor Torres-O'Callaghan, the City Council approved Items 4.13 through 4.15, by the following roll call vote, unless otherwise indicated:

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

4.13 APPROVAL OF FINAL MAP, COMMON USE AGREEMENT AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 59 LOTS IN TRACT 4069 VILLAGE "OO2" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

Adopted **Resolution 21-4954** approving Final Map for Tract 4069 Village "OO2" within the Lakeside West District, totaling 59 single-family lots, a Common Use Agreement and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC.

4.14 APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 48 LOTS IN TRACT 4089 VILLAGE "HH1" WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

Adopted **Resolution 21-4955** approving Final Map for Tract 4089 Village "HH1" within the Old River District, totaling 48 single-family lots, a Common Use Agreement, and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC.

4.15 APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 48 LOTS IN TRACT 4091 VILLAGE "GG1" WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

Adopted **Resolution 21-4956** approving Final Map for Tract 4091 Village "GG1" within the Old River District, totaling 48 single-family lots, a Common Use Agreement, CFD Annexation No. 24, and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC.

Councilmember Lazard returned to the chamber/dais after the vote of Items 4.13 through 4.15, at 8:05 p.m.

5. SCHEDULED ITEMS

5.1 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. A question and answer period ensued throughout the presentation. Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

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

1. Held a public hearing; and
2. Adopted **Resolution 21-4957** approving Tentative Subdivision Map (TSM-21-15) and Minor Variance (MV-21-70) for the proposed Warren Avenue Subdivision Project.

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

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO ADOPT AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF LATHROP AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Deputy Finance Director Thomas Hedegard provided the presentation. Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

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

1. Held a public hearing; and
2. Adopted Urgency **Ordinance 21-426** of the City Council of the City of Lathrop, California, authorizing an amendment to the Contract between the City Council of the City of Lathrop and the Board of Administration of the California Public Employees' Retirement System.

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

5.3 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER FIRST READING AND INTRODUCTION OF AN ORDINANCE 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

Parks, Recreation and Maintenance Services Director Zach Jones provided the presentation. A question and answer period followed. City Attorney Salvador Navarrete, City Manager Stephen Salvatore, and City Clerk Teresa Vargas provided additional information. Mayor Dhaliwal opened the public hearing. Steve Dresser (in person speaker) requested additional information related to the proposed ordinance. Speaker (in person speaker – name not provided) commented on the proposed ordinance; compared ordinance previously adopted in the City of Oakland. Brad Jelley (in person speaker) expressed concern with others potentially disposing illegal items in his container and incurring fees. There were no other speakers. Mayor Dhaliwal closed the public hearing.

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

1. Held a public hearing; and
2. Held first reading and introduction of an ordinance amending the Lathrop Municipal Code Title 8 "Health and Safety", Chapter 8.16 entitled, "Garbage and Collection Disposal", Section 8.16.010 entitled "Definitions" and adding a new Section 8.16.290 entitled "Mandatory Organics Waste Disposal Reduction" and Section 8.16.300 Entitled "Violations"; as amended by the City Council to identify the courtesy warning process and penalty fee structure.

Furthermore, the City Council directed staff to provide the necessary public outreach and education during the implementation process of the proposed ordinance, which would commence after the second reading.

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

5.4 FISCAL YEAR (FY) 2020/21 YEAR-END BUDGET REPORT AND RELATED AMENDMENTS

Finance Director Cari James introduced the item. Deputy Finance Director Thomas Hedegard provided the presentation. A question and answer period followed. Finance Director Cari James provided additional information.

On a motion by Vice Mayor Torres-O'Callaghan, seconded by Mayor Dhaliwal, the City Council adopted **Resolution 21-4958** approving the FY 2020/21 Year-End Report, and approving the related budget amendments.

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

Councilmember Lazard recused herself, following the vote of scheduled Item 5.5, and left the chamber at 8:51 p.m., due to declared conflict of interest as noted in Item 1.8.

5.5 CITY COUNCIL TO RECEIVE PROJECT STATUS FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT, AND CONSIDER APPROVAL OF RELATED DEVELOPER FUNDING AGREEMENTS, CONSTRUCTION CONTRACTS, PROFESSIONAL CONSULTING SERVICES AGREEMENT, RATIFICATION OF EQUIPMENT AND MATERIAL PURCHASES, RATIFICATION OF OUTFALL PERMIT AGREEMENT, AND RELATED BUDGET AMENDMENT

Public Works Director Michael King provided the presentation. Mr. King introduced a change in the proposed funding agreement with Saybrook CLSP, LLC; requested the City Council to approve a modification that would allow the dedication of land and bonds to the City of Lathrop from Saybrook CLSP, LLC, for ponds and sprayfields for future developments. Once the developer funds their portion of the outfall project, the ponds and sprayfields facilities and bonds would no longer be required and returned to the developer.

A question and answer period followed. City Manager Stephen Salvatore provided additional information.

On a motion by Councilmember Diallo, seconded by Mayor Dhaliwal, the City Council adopted **Resolution 21-4959** approving the following items related to CIP WW 20-17 Surface Water Discharge Project:

- Approving Funding Agreements with River Islands Development, LLC, *Saybrook CLSP, LLC, and Richland Crossroads, L.P. *Furthermore, the City Council approved the amended Funding Agreement with Saybrook CLSP, LLC to allow the dedication of land and bonds to the City of Lathrop from Saybrook CLSP, LLC, for ponds and sprayfields for future developments. Once the developer funds their portion of the outfall project, the ponds and sprayfields facilities and bonds would no longer be required and returned to the developer;
- Awarding Construction Contract to Cushman Contracting Corporation for Dechlorination Facilities,
- Awarding Construction Contract to Teichert & Son, Inc. dba Teichert Construction for Pipeline and River Outfall Construction,
- Approving Professional Consulting Services Agreement with TRC Engineers, Inc. for Professional Engineering Consulting Services and Construction Management,
- Ratifying Equipment and Material Purchases, and
- Ratifying Outfall Permit Agreement with Reclamation District 17, and Approving Related Budget Amendment.

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

Councilmember Lazard returned to the chamber/dais after the vote of Item 5.5, at 9:12 p.m. for the remainder of the meeting.

5.6 DISCUSS INSTALLATION OF CAMERA SURVEILLANCE SYSTEM FOR MAJOR CITY PARKS

City Manager Stephen Salvatore introduced the item. Public Works Director Michael King and Chief Information Officer Tony Fernandes provided the presentation. A question and answer period ensued. City Manager Stephen Salvatore and City Attorney Salvador Navarrete provided additional information. Public Works Director Michael King acknowledged a correction to the proposed Sangalang camera number from three to six cameras.

Mayor Dhaliwal initiated a motion, seconded by Councilmember Lazard to approve the proposed resolution. A question and answer period ensued. The City Council did not reach a consensus. Mayor Dhaliwal and Councilmember Lazard withdrew their motions.

A new motion was made by Councilmember Diallo, seconded by Councilmember Akinjo to adopt the proposed resolution with a project budget not to exceed \$1,000,000, and directed staff to return with a camera surveillance use policy for consideration and approval at the next City Council Meeting, by the following roll call vote:

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

MOTION FAILED.

On a motion by Vice Mayor Torres-O'Callaghan, second by Councilmember Lazard, the City Council discussed the item, provided direction to staff, and adopted **Resolution 21-4960** authorizing the creation of CIP GG 22-35, for the installation of camera surveillance systems for the proposed eight (8) major city parks, amending the position control roster, approving the proposed budget amendment (not to exceed \$1,000,000), and directing staff to provide a camera surveillance use policy for consideration and approval at a future meeting.

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

5.7 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER A RESOLUTION REMOVING LATHROP ROAD, BETWEEN HARLAN ROAD AND MCKINLEY AVENUE, AS AN APPROVED TRUCK ROUTE PURSUANT TO LATHROP MUNICIPAL CODE 10.16.030

Public Works Director Michael King provided the presentation. A question and answer period ensued throughout the presentation. City Manager Stephen Salvatore and Lathrop-Manteca Fire District Interim Fire Chief Josh Capper provided additional information.

Mayor Dhaliwal opened the public hearing. City Clerk Teresa Vargas announced a public comment letter submitted by Adriana Lopez, dated August 9, 2021, regarding the City of Manteca's General Plan Use Map and future STAA truck routes. Melissa Vargas, Environmental Justice Program, Catholic Charities – Diocese of Stockton (zoom speaker) expressed support in removing Lathrop Road as a truck route, citing public health and safety and traffic congestion. Adriana Lopez (in person speaker) expressed support in removing Lathrop Road as a truck route, citing pedestrian safety and access to residential properties fronting Lathrop Road. There were no other speakers. Mayor Dhaliwal closed the public hearing.

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

1. Held a public hearing; and
2. Adopted **Resolution 21-4961** removing Lathrop Road, between Harlan Road and McKinley Avenue, as an approved truck route pursuant to LMC 10.16.030.

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

5.8 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER A MUNICIPAL CODE AMENDMENT TO AMEND TITLE 5, BUSINESS LICENSES AND REGULATIONS, CHAPTER 5.04, BUSINESS LICENSES GENERALLY, CHAPTER 5.26, PROHIBITION AGAINST COMMERCIAL CANNABIS, AND TITLE 17, ZONING, CHAPTER 17.18, PROHIBITED CANNABIS ACTIVITIES (TA-21-116)

Community Development Director Mark Meissner provided a brief overview and introduced City Planning Consultant David Niskanen (JB Anderson Land Use Planning). Mr. Niskanen provided the presentation, which included a summary of the proposed item, State legislation on the matter, background on prior City Council Meeting discussions on the matter, proposed amendments to existing ordinance, and CEQA compliance. A question and answer period ensued throughout the presentation. City Attorney Salvador Navarrete provided additional information.

Mayor Dhaliwal recessed the meeting at 11:00 p.m., to allow a chance in recording tape/hardware. Mayor Dhaliwal reconvened the meeting at 11:11 p.m.

The question and answer period continued. Mayor Dhaliwal opened the public hearing. In person speakers: Steve Dresser, Pastor Troy Stein (New Life Church), Grant Cook, Pastor Luis Jara (Thrive Church), Pastor Chris Scoz (Thrive Church), Pastor Trinity Neilson (New Life Church), Jimmy Zien (Parks and Rec Commissioner, former Police Chaplain), Adriana Lopez (Lathrop resident), Mark Elliott (former Councilmember, Lathrop resident), Pastor Eric Baca (Thrive Church), all spoke in opposition of the proposed ordinance allowing the commercial cannabis activities. In person speaker: Romeo Jones (Lathrop resident) spoke in support of the proposed ordinance allowing the commercial cannabis activities. There were no other speakers. Mayor Dhaliwal closed the public hearing. The City Council discussion continued.

On a motion by Councilmember Lazard, seconded by Councilmember Akinjo, the City Council:

- Held a public hearing; and
- ~~First Reading and Introduction of an Ordinance Amending Title 5, Business Licenses and Regulations, Chapter 5.04, Business Licenses Generally, Chapter 5.26, Prohibition Against Commercial Cannabis, and Title 17, Zoning, Chapter 17.18, Prohibited Cannabis Activities~~
- Voted to close discussion on the matter and not approve the item, by the following roll call vote:

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

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR DHALIWAL REFERRAL - Appointment of One (1) Member of the City Council to the Local Agency Formation Commission (LAFCo) as an Alternate Member, with Term Ending May 1, 2023. *This appointment will be considered for approval from the San Joaquin County City Selection Committee in late September.*

Mayor Dhaliwal made the following appointments:

<u>Local Agency Formation Commission (LAFCo)</u>	<u>Term Expires</u>
Councilmember Minnie Diallo	May 1, 2023

On a motion by Councilmember Akinjo, seconded by Vice Mayor Torres-O'Callaghan, 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:

<u>Measure C Oversight Committee</u>	<u>Term Expires</u>
Michelle Maddon	June 30, 2024

On a motion by Vice Mayor Torres-O'Callaghan, seconded by Councilmember Diallo, 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 DHALIWAL REFERRAL - Appointment of Four (4) Members to the Youth Advisory Commission with Term Expiring May 31, 2022
- Five (5) Applications Received

Mayor Dhaliwal made the following appointments:

Youth Advisory Commission

Term Expires

Ashley Kuman

May 31, 2022

Tory Sumbler

May 31, 2022

Harshnoor Riyat

May 31, 2022

Vanditha Vemparala

May 31, 2022

*Krish Suman

May 31, 2022

**Applicant was appointed to participate as a non-voting member / volunteer due to limited open vacancies.*

On a motion by Vice Mayor Torres-O'Callaghan, seconded by Councilmember Diallo, 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

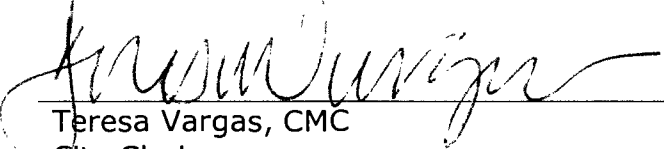
6.4 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

Councilmember Akinjo reported his attendance to a recent League of California Cities - Central Valley Executive Committee meeting.

6.5 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Akinjo expressed appreciation to staff and thanked those in attendance. Councilmember Lazard thanked the audience for their participation. Councilmember Diallo welcomed new Lathrop Police Department Chief of Police Raymond Bechler, and expressed appreciation to Lathrop-Manteca Fire District and Lathrop Police Services and thanked those in attendance. Vice Mayor Torres-O'Callaghan expressed appreciation to Lathrop Police Services for patrolling in school zone areas and welcomed new Chief of Police Raymond Bechler. Mayor Dhaliwal echoed similar sentiments and thanked those in attendance.

7. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 12:19 a.m. on September 14, 2021.


Teresa Vargas, CMC
City Clerk

**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**

MINUTES

PLEASE NOTE: There was a Closed Session, which commenced at 6:01 p.m. The Regular Meeting reconvened at 7:12 p.m.

1. PRELIMINARY

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

1.2 CLOSED SESSION

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

- 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 – Mayor Dhaliwal reconvened the meeting at 7:12 p.m.

1.2.5 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete reported that direction was provided to staff in regards to all matters under Item 1.2; no other reportable action was taken.

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

Absent: None

1.4 INVOCATION – Pastor Juan Carlos Garcia, Called with a Purpose Church, provided the invocation in Spanish, with translation in English.

Pastor Garcia introduced himself and announced that Spanish-speaking religious services are offered at the same location as Grace Community Church, located at 850 J Street, Lathrop.

1.5 PLEDGE OF ALLEGIANCE – Councilmember Lazard led the pledge of allegiance.

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

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST –

Councilmember Lazard declared a conflict of interest with Item 4.18, due to her employment with Dell’Osso Farms

2. PRESENTATIONS

2.1 PROCLAMATION DECLARING INDIGENOUS PEOPLES’ DAY OCTOBER 11, 2021

Vice Mayor Torres-O’Callaghan read a Proclamation declaring October 11, 2021 as Indigenous Peoples’ Day.

2.2 ECONOMIC DEVELOPMENT UPDATE

Economic Development Administrator Shelley Burcham provided a presentation related to economic development activity for the period of July 1, 2021 to September 30, 2021.

2.3 LATHROP POLICE DEPARTMENT PROJECT UPDATE, GG 21-11

New City of Lathrop Police Department, Chief of Police Raymond Bechler introduced himself and provided a brief summary of his previous work history. Chief Bechler and City Consultant Dr. Merlin Switzer (Municipal Resource Consulting Group) provided the presented, which included a recruitment update, community outreach efforts, communications/dispatch update, police vehicle update, and other related milestones. A question and answer period ensured throughout the presentation. City Consultant Dan Drummond (Municipal Resource Consulting Group), City Manager Stephen Salvatore and City Attorney Salvador Navarrete provided additional information.

2.4 MAYOR'S COMMITTEE REPORT(S)

- Parks & Recreation Update on Committee Events and Programs

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

- *Past Special Events*

Reported on past special events: 9/11 Tribute, held on September 11, 2021 at the Veterans Memorial honoring First Responders.

- *Upcoming Special Events*

Provided an overview on various upcoming events: Trunk or Treat and Movie in the Park, scheduled for October 23, 2021 at the Generations Center; Veterans Day Celebration, scheduled for November 11, 2021 at the Veterans Memorial at 11:00 a.m.; and Christmas Tree Lighting, scheduled for December 1, 2021 at Valverde Park at 6:30 p.m.

- *Senior Center Programs*

Provided an overview on various upcoming events: Bingo & Costume Contest, scheduled for October 25, 2021; and Drug Take Back at the Senior Center, scheduled for October 23, 2021.

- *Leisure Classes*

Provided an overview on upcoming classes, which included Adult Self Defense classes, 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 Fall Break Camp, DIY Halloween T-shirt Workshop, Kids' Night Out Halloween Party, Kids' Craft, Art Exploration Program, and Advent Ornament Craft Kit Workshop.

- *Teens*
Provided an overview on upcoming teen events and workshops, which included Career Workshop for Grades 7th thru 12th, Teen Halloween Party, and Saturdays @ the GRIND for Grades 7th thru 9th.
- *Youth Sports Programs*
Provided an overview on upcoming sports programs, which included Jr. NBA, Mini Movers Football, Mini Movers Multi Sport, and NFL Flag Football.
- *Adult Sports Programs*
Provided an overview on upcoming sports programs, which included Adult Volleyball Drop-in and Adult Basketball League.
- *Maintenance Services*
Provided an overview on various Maintenance Services activities, which included weed abatement completed on the corner of Sadler Oak at Inland Passage, mowing of the South Lathrop Sewer and Storm Plant completed, tumbleweed removal completed along main roads, graffiti and right-of-way debris weekly cleanup, street repairs, installed lighted crosswalk signs at Lathrop Elementary School, three way stop and crosswalk signs installed on Golden Spike at Open Range, completion of the citywide speed limit sign change out; and completed a streetlight outage - night sweep report.
- *Solid Waste & Recycling*
Provided an overview on Solid Waste & Recycling activities, which included how to schedule bulk trash pick-up by appointment, and information on proper disposal of acceptable bulk items.

3. CITIZEN'S FORUM

Michael B (zoom speaker) requested City Council to reconsider discussing the commercial cannabis dispensary matter at a future meeting. There was a second request to speak by Chris Stokes (zoom speaker), the speaker appeared to have technical difficulties, unable to unmute their phone.

4. CONSENT CALENDAR

On a motion by Councilmember Akinjo, seconded by Mayor Dhaliwal, the City Council approved the Consent Calendar, except Item 4.18, 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 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

Waived full reading and adopted **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

Pulled by Councilmember Diallo. A question and answer period ensued. Finance Director Cari James and Deputy Finance Director Thomas Hedegard provided additional information.

Approved Quarterly Treasurer's Report for June 2021.

4.5 ANNUAL REVIEW AND ADOPTION OF THE CITY'S INVESTMENT POLICY

Pulled by Councilmember Diallo. A question and answer period ensued. Finance Director Cari James and Deputy Finance Director Thomas Hedegard provided additional information.

Adopted **Resolution 21-4962** 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

Adopted **Resolution 21-4963** approving out-of-state travel for the Economic Development Administrator to attend 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

Adopted **Resolution 21-4964** 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

Pulled by Councilmember Lazard. A question and answer period ensued. Deputy Director of Parks, Recreation and Maintenance Services Todd Sebastian provided additional information.

Adopted **Resolution 21-4965** 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

Adopted **Resolution 21-4966** approving the purchase of three (3) City vehicles from American Chevrolet for Maintenance Services and Utility Operations & Maintenance.

4.10 AUTHORIZE BUDGET AMENDMENT TO FUND A MAINTENANCE WORKER I/II POSITION FOR THE PARKS, RECREATION AND MAINTENANCE SERVICES DEPARTMENT

Adopted **Resolution 21-4967** approving the 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

Adopted **Resolution 21-4968** awarding a Construction Contract to G&G Builders, Inc. for the Manuel Valverde Park Shelter Improvements, CIP PK 22-08, and approving 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

Adopted **Resolution 21-4969** 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 approving related budget amendment.

4.13 APPROVE LATHROP POLICE DISPATCH AGREEMENT

Pulled by Councilmember Diallo and Vice Mayor Torres-O'Callaghan. A question and answer period ensued. City Consultants Michael Oliver and Dan Drummond (Municipal Resource Consulting Group) and Finance Director Cari James provided additional information.

Adopted **Resolution 21-4970** approving an Agreement between the City of Lathrop and the City of Ripon to provide dispatch services to the City of Lathrop.

4.14 APPROVE ANIMAL SHELTER SERVICES AGREEMENT WITH THE CITY OF MANTECA

Pulled by Vice Mayor Torres-O'Callaghan. A question and answer period ensued. Finance Director Cari James and Deputy Finance Director Thomas Hedegard provided additional information.

Adopted **Resolution 21-4971** 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

Adopted **Resolution 21-4972** 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

Adopted **Resolution 21-4973** 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 approving 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

Adopted **Resolution 21-4974** accepting remaining public improvements for Tract 4017, Phase 1B1 in the Central Lathrop Specific Plan, and approving release of associated bonds and deposit security.

RIVER ISLANDS CONSENT ITEM(S)

Councilmember Lazard recused herself, following the vote of the consent calendar (Items 4.1 to 4.17), and left the chamber at 8:55 p.m., prior to the vote of Item 4.18, due to declared conflict of interest as noted in Item 1.8.

On a motion by Mayor Dhaliwal, seconded by Vice Mayor Torres-O’Callaghan, the City Council approved Item 4.18, by the following roll call vote, unless otherwise indicated:

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

4.18 APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 47 LOTS IN TRACT 4053 VILLAGE “JJ2” WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

Pulled by Councilmember Akinjo. A question and answer period ensued. City Engineer Glenn Gebhardt provided additional information.

Adopted **Resolution 21-4975** accepting 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.

Councilmember Lazard returned to the chamber/dais after the vote of Items 4.18, at 8:57 p.m. for the remainder of the meeting.

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

Community Development Director Mark Meissner provided brief overview and introduced City Planning Consultant David Niskanen (JB Anderson Land Use Planning). Mr. Niskanen provided the presentation. A question and answer period ensued throughout the presentation. City Manager Stephen Salvatore, Environmental Consultant Josh Smith, De Novo Planning, and City Engineer Glenn Gebhardt provided additional information.

Mayor Dhaliwal opened the public hearing. Adriana Lopez (in person speaker) expressed various concerns related to traffic studies, environmental impact report, and the Reiter Property. Applicant Paul Starn, Scannell Properties, provided additional project information. Special Counsel for Scannell Properties Alicia Guerra, Buchalter, provided additional project information. There were no other speakers.

Mayor Dhaliwal closed the public hearing. The question and answer period continued. Community Development Director Mark Meissner, Planning Consultant David Niskanen, and Applicant Paul Starn responded to additional questions of the Council.

On a motion by Councilmember Akinjo, seconded by Mayor Dhaliwal, the City Council voted to approve the item by the following roll call vote:

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

MOTION FAILED.

The City Council continued their discussion on the matter.

On a motion by Mayor Dhaliwal, seconded by Vice Mayor Torres-O'Callaghan, the City Council considered the following and voted on following:

- Held a public hearing;
- ~~Adopt a Resolution Adopting the Initial Study and Mitigated Negative Declaration for the Scannell Properties Industrial Project;~~
- ~~Adopt a Resolution Approving a General Plan Amendment from SC, Service Commercial to GI, General Industrial;~~
- ~~First Reading and Introduce an Ordinance to Approve a Zoning Map Amendment from CS, Service Commercial to IG, General Industrial;~~
- ~~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~~
- ~~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.~~
- Continued the matter to the meeting of November 8, 2021, and directed staff to bring back additional options mitigating the traffic issues raised during the meeting.

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

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

Director of Parks, Recreation and Maintenance Services Zach Jones provided the presentation. A question and answer period followed. City Manager Stephen Salvatore and City Attorney Salvador Navarrete provided additional information.

On a motion by Mayor Dhaliwal, seconded by Councilmember Akinjo, the City Council adopted **Resolution 21-4976** approving creating CIP PK 22-34 for the Shilling Avenue Park Project, and authorizing related budget amendment.

Ayes: Akinjo, Lazard, Torres-O’Callaghan, and Dhaliwal
Noes: None
Absent: None
Abstain: Diallo (due to residential property potentially being near the project site)

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

Mayor Dhaliwal made the following appointments:

<u>Measure C Oversight Committee</u>	<u>Term Expires</u>
Gene Neely	June 30, 2022

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

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

- 6.2 MAYOR DHALIWAL REFERRAL – Appointment of One (1) Member to the Senior Advisory Commission with Term Expiring June 30, 2024
- One Application Received

Mayor Dhaliwal made the following appointments:

<u>Senior Advisory Commission</u>	<u>Term Expires</u>
Syble M. Tompkins	June 30, 2024

On a motion by Vice Mayor Torres-O'Callaghan, seconded by Councilmember Diallo, 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 – Consider Installation of Rubberized Surface in City Parks

Mayor Dhaliwal provided an overview of the referral requesting to bring back a discussion item to consider installation of rubberized surface in City parks. A question and answer period ensued regarding parks in the River Islands development area. Council consensus directed staff to bring back the matter at a future meeting.

6.4 COUNCILMEMBER DIALLO – Consider City Council Monthly Stipend Increase

Councilmember Diallo provided an overview of the referral requesting to bring back a discussion item to consider an increase to the monthly City Council stipend. A question and answer period ensued regarding the matter. Deputy Finance Director Thomas Hedegard and City Attorney Salvador Navarrete provided additional information. There was no consensus to bring back the matter at a future meeting.

There was a brief pause of the City Council discussion during Item 6.4, to allow the City Hall conference phone line to reconnect with zoom. The pause lasted approximately less than a minute, at 10:44 p.m.

6.5 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

Councilmember Diallo reported her attendance to her first LAFCo meeting. Vice Mayor Torres-O'Callaghan reported her attendance to a recent Water Advisory Board meeting. Councilmember Akinjo reported his attendance to the Annual League of California Cities Conference. Councilmember Lazard reported recent activities of the San Joaquin Area Flood Control Agency.

6.6 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Akinjo commented on City projects, and expressed appreciation for the hard work by the City Council and staff. Councilmember Lazard welcomed newly appointed Measure C Committee Member Neely. Councilmember Diallo expressed appreciation for her appointment to LAFCo, commented on her attendance to the first Annual League of California Cities Conference, and expressed appreciation to staff for the detailed staff reports.

Vice Mayor Torres-O'Callaghan wished students a happy Fall Break, and provided the public the (209) 992-0028 on-call number for afterhours utility and storm related emergencies. Mayor Dhaliwal commented on his nine years of service as Mayor and expressed appreciation to staff, and current and past Council members for their work to improve the City.

7. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the 10:55 p.m.



Teresa Vargas, CMC
City Clerk

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ITEM 4.3

CITY MANAGER'S REPORT NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **CREATION OF CIP PW 22-37 FOR WELL 10 TESTING, ANALYSIS AND MODIFICATIONS, AND APPROVAL OF CONTRACT AMENDMENT NO. 2 WITH LUHDORFF & SCALMANINI CONSULTING ENGINEERS, INC. AND RELATED BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Approving the Creation of Capital Improvement Project (CIP) PW 22-37 for Well 10 Testing, Analysis and Modifications, and Approve Contract Amendment No. 2 with Luhdorff & Scalmanini Consulting Engineers, and Approve Related Budget Amendment**

SUMMARY:

The Well 10 Testing, Analysis and Modifications (Well 10 TAM) project is needed to address sanding and other water quality concerns for the City's Well 10, one of four active wells comprising the City's groundwater supply. This project will complete recommended maintenance and repairs and include testing and analysis to evaluate whether additional modifications are needed to improve the performance and efficiency of Well 10.

Staff is requesting that City Council adopt a resolution (Attachment A) to approve the creation of Capital Improvement Project PW 22-37 Well 10 TAM with an initial budget of \$175,000. In addition, staff is requesting Council to approve a Contract Amendment No.2 (Attachment B) with Luhdorff & Scalmanini Engineers (LSCE) in the amount of \$25,500 to provide professional engineering consulting services for the Well 10 TAM project. This project requires public bidding for the well contractors. LSCE's scope includes tasks to assist preparing the bid specifications including development of a work plan and technical specifications, provide assistance during bidding and to provide oversight of the well rehabilitation and pump replacement.

Project funds were not included in the adopted Fiscal Year (FY) 21/22 Budget, therefore, staff is requesting that Council approve a budget amendment allocating \$175,000 of the Water Capital Replacement Fund 5600 for the proposed project to complete the Well 10 Testing, Analysis and Modifications, CIP PW 22-37.

BACKGROUND:

Well 10 was completed in 2010, and is one of four active wells comprising the City's groundwater supply. In May 2021, a Professional Services Agreement (PSA) with LSCE was approved in the amount of \$7,000 to perform an evaluation of Well 10 due to some trends in decreasing water quality and some minor sanding issues reported by staff. Soon after the Notice to Proceed to LSCE was issued, Well 10 began experiencing major sanding issues including a leaking seal and needed to be taken

**NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING
CREATION OF CIP PW 22-37 FOR WELL 10 TESTING, ANALYSIS AND
MODIFICATIONS AND APPROVAL OF CONTRACT AMENDMENT NO.2 WITH
LUHDORFF & SCALMANINI CONSULTING ENGINEERS, INC. AND RELATED
BUDGET AMENDMENT**

off-line due to the pumping equipment being damaged and unable to operate. The City requested LSCE to assist addressing the emergency repairs. A contract with Howk was issued under an emergency authorization to perform maintenance to return Well 10 to service. Additional well maintenance and equipment repairs recommended by LSCE were deferred until after peak seasonal water demands. Contract Amendment No. 1 was issued to LSCE in the amount of \$4,450 for work performed during the emergency repairs.

At the request of staff, LSCE has provided a proposal to provide additional professional engineering consulting services needed for the Well 10 TAM for a cost not to exceed \$25,500. This work may be performed under Contract Amendment No. 2 to the existing PSA with LSCE associated with the Well 10 project. This project requires public bidding for the well contractors. LSCE's scope includes tasks to assist preparing the bid specifications including development of a work plan and technical specifications, provide assistance during bidding and to provide oversight of the well rehabilitation and pump replacement.

Staff is requesting that City Council adopt a resolution (Attachment A) to approve the creation of Capital Improvement Project PW 22-37 Well 10 TAM with an initial budget of \$175,000. In addition, staff is requesting Council to approve a Contract Amendment No.2 (Attachment B) with Luhdorff & Scalmanini Engineers (LSCE) in the amount of \$25,500 to provide professional engineering consulting services to assist the City bid the work for the well contractors and provide technical assistance and oversight for the Well 10 TAM project.

REASON FOR RECOMMENDATION:

The Well 10 TAM project is needed to address sanding and other water quality concerns for the City's Well 10, one of four active wells comprising the City's groundwater supply. This project will complete recommended maintenance and repairs and include testing and analysis to evaluate whether additional modifications are needed to improve the performance and efficiency of Well 10.

FISCAL IMPACT:

Staff is requesting that City Council approve the creation of Capital Improvement Project PW 22-37 Well 10 Testing, Analysis and Modifications. Project funds were not included in the adopted Fiscal Year 21/22 Budget; therefore, staff is requesting that Council approve a budget amendment allocating \$175,000 of the Water Capital Replacement Fund 5600 as follows:

Increase Transfers Out	
5600-99-00-990-90-10	\$175,000

**NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING
CREATION OF CIP PW 22-37 FOR WELL 10 TESTING, ANALYSIS AND
MODIFICATIONS AND APPROVAL OF CONTRACT AMENDMENT NO.2 WITH
LUHDORFF & SCALMANINI CONSULTING ENGINEERS, INC. AND RELATED
BUDGET AMENDMENT**


Increase Transfers In		
5690-99-00-393-00-00	PW 22-36	\$175,000
Increase Expenditures		
5690-80-00-420-12-00	PW 22-36	\$175,000

ATTACHMENTS:

- A. Resolution Approving the Creation of Capital Improvement Project (CIP) PW 22-37 for Well 10 Testing, Analysis and Modifications, and Approve Contract Amendment No. 2 with Luhdorff & Scalmanini Consulting Engineers, and Approve Related Budget Amendment.
- B. Contract Amendment No. 2 with Luhdorff & Scalmanini Consulting Engineers to Provide Professional Engineering Consulting Services for Well 10 Testing, Analysis and Modifications , CIP PW 22-37

CITY MANAGER'S REPORT
NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING
CREATION OF CIP PW 22-37 FOR WELL 10 TESTING, ANALYSIS AND
MODIFICATIONS AND APPROVAL OF CONTRACT AMENDMENT NO.2 WITH
LUHDORFF & SCALMANINI CONSULTING ENGINEERS, INC. AND RELATED
BUDGET AMENDMENT

APPROVALS:



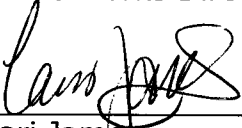
Greg Gibson
Senior Civil Engineer

10/21/2021
Date



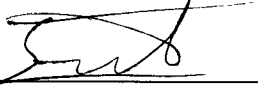
Michael King
Public Works Director

10/21/2021
Date




Cari James
Finance Director

10/29/2021
Date



Salvador Navarrete
City Attorney

10-28-2021
Date



Stephen J. Salvatore
City Manager

11-1-21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE CREATION OF CAPITAL IMPROVEMENT PROJECT (CIP) PW 22-37 FOR WELL 10 TESTING, ANALYSIS AND MODIFICATIONS, AND APPROVE CONTRACT AMENDMENT NO. 2 WITH LUHDORFF & SCALMANINI CONSULTING ENGINEERS, AND APPROVE RELATED BUDGET AMENDMENT

WHEREAS, the Well 10 Testing, Analysis and Modifications (Well 10 TAM) project is needed to address sanding and other water quality concerns for the City's Well 10, one of four active wells comprising the City's groundwater supply; and

WHEREAS, in May 2021, a Professional Services Agreement (PSA) with Luhdorff & Scalmanini Consulting Engineers (LSCE) was approved in the amount of \$7,000 to perform an evaluation of Well 10 due to some observed trends in decreasing water quality and some minor sanding issues reported by staff; and

WHEREAS, soon after the Notice to Proceed was issued to LSCE, Well 10 began experiencing major sanding issues including a leaking seal and needed to be taken off-line, and City requested LSCE to assist addressing the emergency repairs; and

WHEREAS, Contract Amendment No. 1 was issued to LSCE in the amount of \$4,450 for the work performed to assist the City during the emergency repairs; and

WHEREAS, a contract with Howk was issued under an emergency authorization to perform maintenance work needed to return Well 10 to service, and other well maintenance and equipment repairs recommended by LSCE were deferred until after peak seasonal water demands had passed; and

WHEREAS, at the request of staff, LSCE has provided a proposal to provide additional professional engineering consulting services for the Well 10 TAM for a cost not to exceed \$25,500 which may be performed under Contract Amendment No. 2 to the existing agreement with LSCE associated with the Well 10 project;

WHEREAS, this project requires public bidding for the well contractors and LSCE's scope includes tasks to assist preparing the bid specifications including development of a work plan and technical specifications, provide assistance during bidding and to provide oversight of the well rehabilitation and pump replacement; and

WHEREAS, staff requests that City Council approve the creation of Capital Improvement Project PW 22-37 Well 10 Testing, Analysis and Modifications with an initial budget of \$175,000; and

WHEREAS, project funds were not included in the adopted Fiscal Year 21/22 Budget; therefore, staff is requesting that Council approve a budget amendment

allocating \$175,000 of the Water Capital Replacement Fund 5600 to the new PW 22-37 project.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve the creation of Capital Improvement Project PW 22-37 Well 10 Testing, Analysis and Modifications and approves Contract Amendment No. 2 with Luhdorff & Scalmanini Consulting Engineers in the amount of \$25,500 to provide professional engineering consulting services needed to support this project; and

BE IT FURTHER RESOLVED, by the City Council of the City of Lathrop hereby approves the budget amendment to the following accounts:

Increase Transfers Out		
5600-99-00-990-90-10		\$175,000
Increase Transfers In		
5690-99-00-393-00-00	PW 22-36	\$175,000
Increase Expenditures		
5690-80-00-420-12-00	PW 22-36	\$175,000

The foregoing resolution was passed and adopted this 8th day of November 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

AMENDMENT NO. 2

**TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND
LUHDORFF & SCALMANINI CONSULTING ENGINEERS.**

**FOR WELL NO. 10 TESTING, ANALYSIS AND MODIFICATIONS, CIP
PW 22-37**

THIS AMENDMENT (hereinafter "AMENDMENT NO. 2") to the agreement between **Luhdorff & Scalmanini Consulting Engineers** and the City of Lathrop dated May 25, 2021, (hereinafter "AGREEMENT") dated for convenience this **8th day of November, 2021**, is by and between **Luhdorff & Scalmanini Consulting Engineers** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Engineering Consulting Services for the City of Lathrop, which are required by this agreement; and

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

WHEREAS, on May 25, 2021, CONSULTANT and CITY entered into an AGREEMENT to perform the Professional Engineering Consulting Services for Well Testing and Analysis for Well No. 10 Sand Production not to exceed \$7,000.00 ; and

WHEREAS, on August 11, 2021, CONSULTANT and CITY entered into AMENDMENT No.1 for Well Testing and Analysis for Well 10 Sand Production for \$4,450.24; and

WHEREAS, CONSULTANT provided scope of work attached hereto as Exhibit "A" for Amendment No. 2 for Well 10 Testing, Analysis and Modifications, CIP PW 22-37; and

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

AMENDMENT NO. 2 TO AGREEMENT

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

CONSULTANT agrees to perform Well 10 Testing, Analysis and Modifications, CIP PW 22-37 in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

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

City hereby agrees to pay CONSULTANT a sum not to exceed **\$25,500.00** for services set forth in Exhibit “A” of this Amendment No.2. CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work and this AMENDMENT unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’S Authorized Representative prior to the commencement of the work.

(3) Effective Date and Term

The effective date of Amendment No. 2 is **November 8, 2021**, and it shall terminate no later than **June 30, 2022**. All other terms of the original AGREEMENT shall remain in full force and effect.

(4) Applicability to Original Consultant AGREEMENT

All terms and conditions set forth in the AGREEMENT dated May 25th, 2021 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.


(5) Signatures

The individuals executing this AMENDMENT NO. 2 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 2 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 – AMENDMENT NO. 2 FOR WELL 10 TESTING, ANALYSIS AND MODIFICATION, CIP PW 22-37

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete 10-28-2011
Date

Recommended for Approval:

City of Lathrop
Public Works Director

Michael King Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

Consultant:

Luhdorff & Scalmanini Consulting Engineers
500 First St
Woodland, CA 95695

Federal ID # 20-1984423
Business License # 20853

Signature Date

Print Name and Title

Signature Date

Print Name and Title

October 19, 2021

Project No. 21-2-131

Mr. Gregory Gibson, PE
City of Lathrop
Public Works Department
390 Town Center Drive
Lathrop, CA 5330

**SUBJECT: City of Lathrop Well 10 Capital Improvement Project,
Testing, Analysis and Modifications**

Dear Mr. Gregory Gibson,

Luhdorff and Scalmanini Consulting Engineers (LSCE) is pleased to submit this scope defining engineering services to provide assistance on the City of Lathrop's (City) Well 10 Capital Improvement Project for well testing, analysis of the data, possible well modification and pump replacement. Earlier this year, LSCE has helped the City with Well 10. The well is producing sand and the sand has damaged the pumping equipment.

BACKGROUND

The Well 10 station was constructed in 2010. It has supplied water to the City at 1,200 gpm. Recently, the City reported the well was producing sand. The sand damaged the mechanical seal and water was spraying inside the pump room. The quantity of sand produced from the well was not measured and the pumping equipment was damaged and unable to operate. The quantity of sand on the discharge head and in the pump room was significant (estimated at one wheelbarrow full). The pump was removed by Howk Pump Systems from the well on May 20, 2021. The sand was abrasive on the lineshaft and worn away 1/8 inch of material, and the lineshaft was loose within the spider-bearing. The pumping equipment was inspected by LSCE at Howk's shop; the impellers and bowls were in good condition and likely can be reused. The well was video surveyed by Well Spy. There was sand on the well screens, and there was 5 feet of sand in the well sump. LSCE provided a recommendation for a well rehabilitation and pump replacement program. However, Well 10 is a critical water supply for the City, and therefore the City could not risk taking Well 10 offline in earlier summer with the high-demand period approaching. The City worked with Howk to reinstall the pump; LSCE understands the pump was installed with a Lakos sand separator, the existing lineshaft was flipped so that the lineshaft fit better in the bearing, and the mechanical seal was fixed/replaced. Well 10 was placed back into service for the summer.

SCOPE OF WORK

Now that the high-demand period of the summer has passed, the City would like to evaluate Well 10. LSCE suggested the scope include investigating the source of the sand, possible well modifications, and pump replacement. LSCE was asked to prepare a scope and budget based on previous correspondence regarding the project LSCE's Scope of Work is outlined below:

Task 1. Review of City's Front-End Specifications

LSCE understands the City will require public bidding for the well contractors. Therefore, the rehabilitation workplan/specifications will be prepared using the City's front-end "boiler plate" specifications and a bid sheet to facilitate a public bidding process. LSCE will review the front-end specifications and provided comments to the City. These front end specifications will be incorporated with the technical specifications.

Task 2. Development of Work Plan and Technical Specifications

Under Task 2, LSCE will develop a work plan to rehab and possibly modify the well structure to address the sanding and replace the pumping equipment. The rehabilitation workplan will include pumping, chemical and mechanical methods best suited for the well. Chemical cleaning involves brushing and application of commercially available well cleaning products to dissolve scale or buildup. Mechanical methods involve swabbing and airlifting to remove the material and spent chemicals from the well. Well modifications may include a swedge/patch to block a specific depth if sand is determined entering the well at a particular depth, or a sleeve if the sand is entering the well at all depths.

To develop the specific chemical and mechanical methods for the well LSCE will review well construction details and performance data including well and aquifer testing and recent performance test data. LSCE shall review and coordinate all logistical items with the City. The workplan will include the site logistical factors for the well rehabilitation work, including access and egress for rehabilitation equipment, staging area for equipment, tooling and chemicals, connections for discharges, and plan for discharging to the sewer system.

The pump replacement specifications will be contingent on the well modifications. The well hydraulics must be evaluated after the well rehabilitation and modifications for the new specific capacity. The pump technical specifications will be developed for the existing well hydraulics for bidding purposes, but the specifications may be revised after the rehab to reflect the new well hydraulics.

LSCE has prepared a preliminary workplan as part of the efforts during May 2021. The workplan will be reviewed, revised, and included in the technical specifications. The final workplan will include detailed steps and instructions to be followed by a well contractor. LSCE's workplan will include specifications, details of required equipment, bid documents and contractor's required experience to be used for bidding.

Task 3. Bidding Assistance

LSCE will respond to any requests for information from prospective contractors and prepare addendums as needed throughout the bidding process. LSCE will review and tabulate all formal bids to ensure responsiveness with the contract requirements. A thorough background check on qualifications and

references will be conducted on the lowest responsible bidder and the findings of that review will be discussed with the City. LSCE will prepare a formal bid summary and make a recommendation for award to the lowest responsible bidder.

Task 4. Oversight of Well Rehab and Pump Replacement

Under Task 4, LSCE will provide: inspection and oversight services for the rehabilitation and redevelopment work. LSCE’s role will be to ensure conformance with the technical specifications and workplan, and to provide direction if unforeseen matters arise during the work. The proposed budget assumes 10 days of field inspection for the work, which includes pump testing to determine new baseline yield and drawdown parameters. In addition, LSCE will provide technical assistance with selection of the replacement pump. We assume that the pump will need to be replaced due to an updated head-capacity design point. A design basis for the pump will be determined from projected pumping levels, discharge head, and other losses all of which vary with flow rate. LSCE will prepare a summary report on the rehabilitation work. The report will recommend protocols for periodic maintenance to address biofouling and other causes of well performance degradation as determined from our assessment of current conditions and the effectiveness of the rehabilitation and redevelopment work.

FEE ESTIMATE AND INVOICING

LSCE will provide engineering services according to the attached 2021-2022 Schedule of Fees–Engineering Services. The estimated cost to provide the engineering services described above are shown in the table below. This sum includes LSCE’s labor and direct expenses as delineated in this scope of work. LSCE will bill monthly for labor and material charges as incurred in accordance with LSCE’s Schedule of Fees–Engineering and Field Services 2021-2022.

In the event that LSCE is directed to deviate from the proposed scope, LSCE will provide notification of any potential changes in the estimated cost and time to complete the work. LSCE will not proceed with any work that deviates from the approved scope and budget until approval to proceed is granted.

Estimated LSCE Project Budget				
Tasks	LSCE Hours	LSCE Labor	ODC	Total
Task 1. Review of City’s Front-End Specifications	5	\$1,000	-	\$1,000
Task 2. Development of Work Plan and Technical Specifications	15	\$3,000	-	\$3,000
Task 3. Bidding Assistance	5	\$1,000	-	\$1,000
Task 5. Oversight of Well Rehab and Pump Replacement	100	\$20,000	\$500	\$20,500
Total Project Hours and Budget	125	\$25,000	\$500	\$25,500

Notes: Other Direct Charges (ODC) includes five field visits to the Well 10 pump station.



Mr. Gregory Gibson
October 19, 2021
Page 4

SCHEDULE

LSCE is prepared to commence work once acceptance is given the City. Once given the notice-to-proceed, we are confident that all four tasks can be completed in a timely manner.

We appreciate the opportunity to provide you with this scope and budget. If you have any questions or need additional information, we would be pleased to respond.

Sincerely,

LUHDORFF & SCALMANINI
CONSULTING ENGINEERS



Eddy Teasdale, PG, CHG
Supervising Hydrogeologist



Philip L'Amoreaux, PE
Project Engineer

Attachments: 2021-2022 Schedule of Fees

ITEM 4.4

CITY MANAGER'S REPORT NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING

ITEM: CREATION OF CIP WW 22-38 LATHROP CONSOLIDATED TREATMENT FACILITY PHASE 3 EXPANSION, AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC ADVANCED CIVIL ENGINEERING, INC. AND RELATED BUDGET AMENDMENT

RECOMMENDATION: Adopt Resolution Approving the Creation of Capital Improvement Project WW 22-38 Lathrop Consolidated Treatment Facility Phase 3 Expansion, a Professional Services Agreement with Pacific Advanced Civil Engineering, Inc. and Related Budget Amendment

SUMMARY:

The Lathrop Consolidated Treatment Facility Phase 3 Expansion (LCTF Phase 3 Expansion) Project is needed to provide additional wastewater treatment capacity to support new development. This project is anticipated to provide up to an additional 2 Million Gallons per Day (MGD) of treatment capacity and potentially expand the permitted capacity of the existing facility to 4.5 MGD.

At the request of staff, Pacific Advanced Civil Engineering, Inc. (PACE) has provided a proposal to provide professional engineering consulting services to design the LCTF Phase 3 Expansion in the amount of \$1,047,280.

Staff is requesting that City Council approve the creation of Capital Improvement Project (CIP) WW 22-38 LCTF Phase 3 Expansion with an initial budget of \$1,200,000. In addition, staff is requesting Council to approve a Professional Services Agreement with PACE in the amount of \$1,047,280 to provide engineering consulting services for design of the LCTF Phase 3 Expansion Project and a 10% contingency in the amount of \$104,728 for a total not to exceed \$1,152,008.

Project funds were not included in the adopted Fiscal Year (FY) 21/22 Budget; therefore, staff is also requesting that Council approve a budget amendment allocating \$1,200,000 of the Wastewater Connection Fee Fund 6030 for the proposed project to complete the design of the LCTF Phase 3 Expansion CIP WW 22-38.

BACKGROUND:

Additional capacity is anticipated to be needed to support new development within the next 2 to 3 years. Staff recommends initiating design and concurrently working with the development community on the project funding agreement which will reimburse the City for fronting the design costs.

CITY MANAGER’S REPORT **PAGE 2**
NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING
CREATION OF CIP WW 22-38 LATHROP CONSOLIDATED TREATMENT
FACILITY PHASE 3 EXPANSION, AND APPROVAL OF A PROFESSIONAL
SERVICES AGREEMENT WITH PACE AND RELATED BUDGET AMENDMENT

This initial phase of work is anticipated to be completed over the next 8 to 12 months. After completion of the project design and funding agreement, the bidding, permitting and construction phases of the project are anticipated to take about 18 months to complete.

PACE is well qualified to design the LCTF Phase 3 Expansion based on their experience as the design engineer for the LCTF Phase 2 Expansion and other similar wastewater treatment facilities. At the request of staff, PACE has provided a proposal to provide professional engineering consulting services to design the LCTF Phase 3 Expansion in the amount of \$1,047,280.

REASON FOR RECOMMENDATION:

The LCTF Phase 3 Expansion Project is needed to provide additional wastewater treatment capacity needed to support new development. Therefore, staff is requesting that City Council approve the creation of CIP WW 22-38 LCTF Phase 3 Expansion with an initial budget of \$1,200,000. In addition, staff is requesting Council to approve an agreement with PACE in the amount of \$1,047,280 to provide engineering consulting services for design of the LCTF Phase 3 Expansion Project.

FISCAL IMPACT:

Staff is requesting that City Council approve the creation of CIP WW 22-38 LCTF Phase 3 Expansion with an initial budget of \$1,200,000, including an agreement with PACE in the amount of \$1,047,280 plus a 10% contingency in the amount of \$104,728 for a total not to exceed \$1,152,008. Project funds were not included in the adopted FY 21/22 Budget; therefore, staff is requesting that Council approve a budget amendment allocating \$1,200,000 of the Wastewater Connection Fee Fund 6030 as follows:

Increase Transfers Out 6030-99-00-990-90-10		\$1,200,000
Increase Transfers In 6090-99-00-393-00-00	WW 22-38	\$1,200,000
Increase Expenditures 6090-80-00-420-12-00	WW 22-38	\$1,200,000

NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING

CREATION OF CIP WW 22-38 LATHROP CONSOLIDATED TREATMENT FACILITY PHASE 3 EXPANSION, AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH PACE AND RELATED BUDGET AMENDMENT

ATTACHMENTS:

- A. Resolution Approving the Creation of Capital Improvement Project WW 22-38 Lathrop Consolidated Treatment Facility Phase 3 Expansion, a Professional Services Agreement with Pacific Advanced Civil Engineering, Inc. and Related Budget Amendment

- B. Professional Agreement Services with Pacific Advanced Civil Engineering, Inc. to Provide Professional Engineering Consulting Services for the LCTF Phase 3 Expansion – CIP WW 22-38

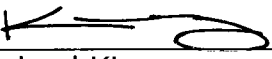
CITY MANAGER'S REPORT **PAGE 4**
NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING
CREATION OF CIP WW 22-38 LATHROP CONSOLIDATED TREATMENT
FACILITY PHASE 3 EXPANSION, AND APPROVAL OF A PROFESSIONAL
SERVICES AGREEMENT WITH PACE AND RELATED BUDGET AMENDMENT

APPROVALS:




Ken Reed
Senior Construction Manager

11-1-2021
Date




Michael King
Public Works Director

10/28/2021
Date




Cari James
Finance Director

11/1/2021
Date



Salvador Navarrete
City Attorney

10-28-2021
Date



Stephen J. Salvatore
City Manager

11.2.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE CREATION OF CAPITAL IMPROVEMENT PROJECT WW 22-38 LATHROP CONSOLIDATED TREATMENT FACILITY PHASE 3 EXPANSION, A PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC ADVANCED CIVIL ENGINEERING, INC. AND RELATED BUDGET AMENDMENT

WHEREAS, the Lathrop Consolidated Treatment Facility Phase 3 Expansion (LCTF Phase 3 Expansion) Project is needed to address and provide additional wastewater treatment capacity to support new development; and

WHEREAS, LCTF Phase 3 Expansion Project is anticipated to provide up to an additional 2 Million Gallons per Day (MGD) of treatment capacity and potentially expand the permitted capacity of the existing facility to 4.5 MGD; and

WHEREAS, staff recommends initiating the design and concurrently working with the development community on the project funding agreement which will reimburse the City for fronting the design costs; and

WHEREAS, at the request of staff, Pacific Advanced Civil Engineering, Inc. (PACE) has provided a proposal to provide professional engineering consulting services to design the LCTF Phase 3 Expansion in the amount of \$1,047,280; and

WHEREAS, staff requests Council approve the creation of Capital Improvement Project WW 22-38 LCTF Phase 3 Expansion with an initial budget of \$1,200,000; and

WHEREAS, staff is requesting Council approve a Professional Services Agreement with PACE in the amount of \$1,047,280 to provide engineering consulting services for design of the LCTF Phase 3 Expansion Project and a 10% contingency in the amount of \$104,728 for a total not to exceed \$1,152,008; and

WHEREAS, project funds were not included in the adopted Fiscal Year 21/22 Budget; therefore, staff is requesting that Council approve a budget amendment allocating \$1,200,000 of the Wastewater Connection Fee Fund 6030 as follows:

Increase Transfers Out 6030-99-00-990-90-10		\$1,200,000
Increase Transfers In 6090-99-00-393-00-00	WW 22-38	\$1,200,000
Increase Expenditures 6090-80-00-420-12-00	WW 22-38	\$1,200,000

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve the creation of Capital Improvement Project WW 22-38 Lathrop Consolidated Treatment Facility Phase 3 Expansion with an initial budget of \$1,200,000; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, the City Council of the City of Lathrop does hereby approve an agreement with PACE in the amount of \$1,047,280 and a 10% contingency in the amount of \$104,728 for a total not to exceed \$1,152,008 to provide engineering consulting services for design of the LCTF Phase 3 Expansion project; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, the City Council of the City of Lathrop hereby approves the budget amendment allocating \$1,200,000 of the Wastewater Connection Fee Fund 6030 as follows:

Increase Transfers Out 6030-99-00-990-90-10		\$1,200,000
Increase Transfers In 6090-99-00-393-00-00	WW 22-38	\$1,200,000
Increase Expenditures 6090-80-00-420-12-00	WW 22-38	\$1,200,000

The foregoing resolution was passed and adopted this 8th day of November 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

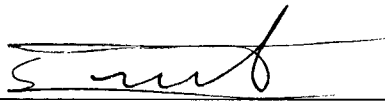
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES WITH
PACIFIC ADVANCED CIVIL ENGINEERING, INC.

FOR THE LATHROP CONSOLIDATED TREATMENT FACILITY PHASE 3 EXPANSION –
CIP WW 22-38

THIS AGREEMENT, dated for convenience this 8th of November, is by and between **Pacific Advanced Civil Engineering, Inc.** (“CONSULTANT”) and the **City of Lathrop**, a California municipal corporation (“CITY”);

RECITALS:

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

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

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

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

AGREEMENT

(1) Scope of Service

CONSULTANT agrees to perform Professional Engineering Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit “A” and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY’S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

(2) Compensation

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$1,047,280**, for the Professional Engineering Consulting Services set forth in Exhibit “A”. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit “A”, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’s authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term

The effective date of this Agreement is **November 8, 2021**, and it shall terminate no later than **June 30, 2023**.

(4) Independent Contractor Status

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

(5) Billings

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT’S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

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

CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

(7) Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit. CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PACE FOR LATHROP CONSOLIDATED TREATMENT FACILITY PHASE 3 EXPANSION – CIP WW 22-38

(8) Assignment of Personnel

CONSULTANT acknowledges that the CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Andy Komor**. CITY shall be notified by CONSULTANT of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

(9) Assignment and Subcontracting

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

(10) Insurance

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

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PACE FOR LATHROP CONSOLIDATED TREATMENT FACILITY PHASE 3 EXPANSION – CIP WW 22-38

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than two million dollars (\$2,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PACE FOR LATHROP CONSOLIDATED TREATMENT FACILITY PHASE 3 EXPANSION – CIP WW 22-38

(c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than Two Million Dollars (\$2,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:

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

(d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PACE FOR LATHROP CONSOLIDATED TREATMENT FACILITY PHASE 3 EXPANSION – CIP WW 22-38

- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

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

(11) Indemnification - CONSULTANT'S Responsibility

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform. Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession. CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PACE FOR LATHROP CONSOLIDATED TREATMENT FACILITY PHASE 3 EXPANSION – CIP WW 22-38

(12) Licenses

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

(13) Business Licenses

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

(14) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

(15) Funding

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

(16) Notices

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

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

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PACE FOR LATHROP CONSOLIDATED TREATMENT FACILITY PHASE 3 EXPANSION – CIP WW 22-38

To Consultant: Pacific Advanced Civil Engineering, Inc.
17520 Newhope Street, Suite 200
Fountain Valley, CA 92708
Phone: (714) 481-7300
Fax: (714) 481-7299

(17) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- (c) 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.
- (d) Definitions. The definitions and terms are as defined in these specifications.
- (e) 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.
- (f) 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.
- (g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (i) 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.
- (j) Ownership of Documents. All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PACE FOR LATHROP CONSOLIDATED TREATMENT FACILITY PHASE 3 EXPANSION – CIP WW 22-38

- (k) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (l) **Severability.** The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. 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.
- (m) **Status of CONSULTANT.** In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (n) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (o) **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.
- (p) **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.
- (q) **Recovery of Costs.** The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(18) Notice to Proceed

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

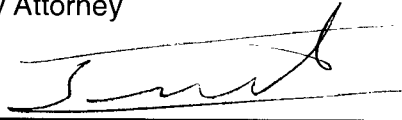
(19) Signatures

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PACE FOR LATHROP CONSOLIDATED TREATMENT FACILITY PHASE 3 EXPANSION – CIP WW 22-38

Approved as to Form:

City of Lathrop
City Attorney



10-28-2021

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Public Works Director

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Consultant:

Pacific Advanced Civil Engineering, Inc.
17520 Newhope Street, Suite 200
Fountain Valley, CA 92708

Fed ID # _____
Business License # **20319**

Signature

Date

Print Name and Title

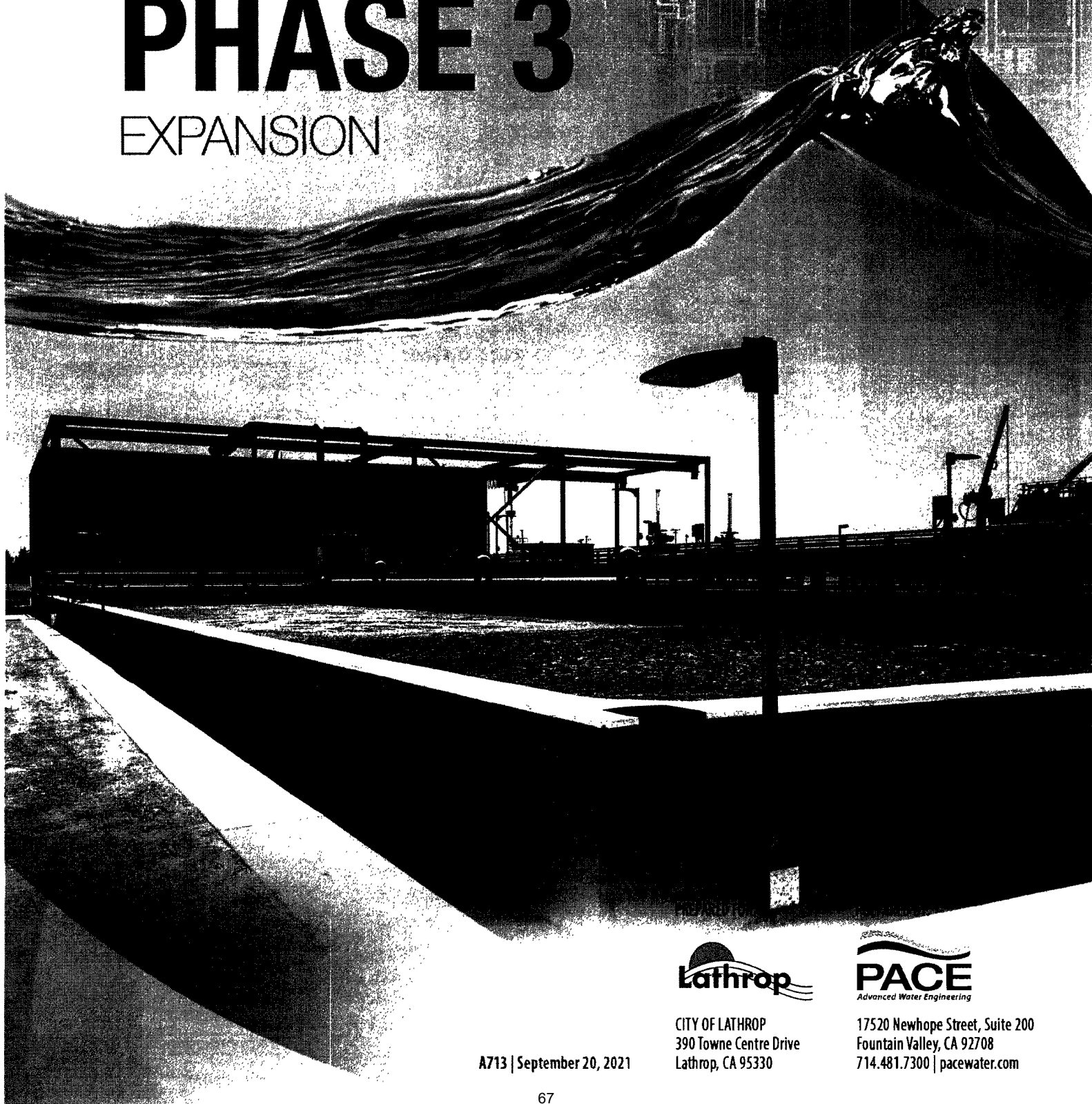
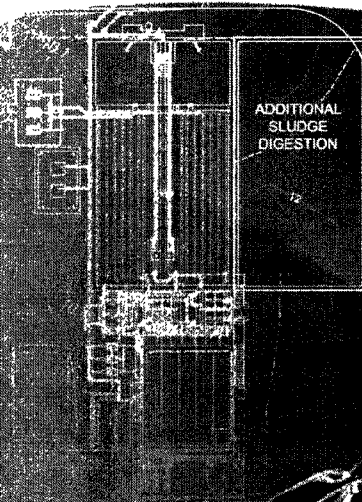
PROFESSIONAL DESIGN ENGINEERING SERVICES PROPOSAL FOR

CITY OF LATHROP

CTF WRF

PHASE 3

EXPANSION



CITY OF LATHROP
 390 Towne Centre Drive
 Lathrop, CA 95330



17520 Newhope Street, Suite 200
 Fountain Valley, CA 92708
 714.481.7300 | pacewater.com

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September 20, 2021

City of Lathrop
Ken Reed | (209) 992-7363 | kreed@ci.lathrop.ca.us

Re: Professional Design Engineering Services Proposal for the City of Lathrop CTF WRF Phase 3 Expansion Design

Dear Ken,

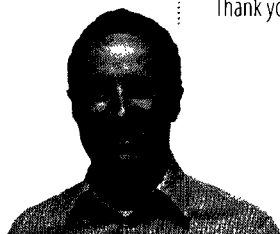
Over the last five years we have worked together to complete the Phase 2 facility and optimize the operations of the equipment and process. As the facility inflows have increased we have transitioned from one train to two trains, and we have teamed to provide the dechlorination facilities which go to construction this winter.



Moving forward we are excited to team again on the Phase 3 Expansion, which will include a second pair of biotrails comparable to the Phase 2 design. The Phase 3 system will be a hub for all inflows and transfer flows in/out of the Phase 2 and Phase 4 systems to create homogenous activated sludge and MBR filtration.

This expansion will include careful organization leading to build out conditions in the future. The design will include new final headworks expansion, splitting of the inflows to all three pairs of trains, re-combining at the downstream end, new air equipment, new MBRs, and importantly new sludge processing and dewatering equipment.

Thank you for this opportunity and we look forward to kicking off Phase 3 together and working toward another successful project at CTF.



mobile: (714) 514-8919

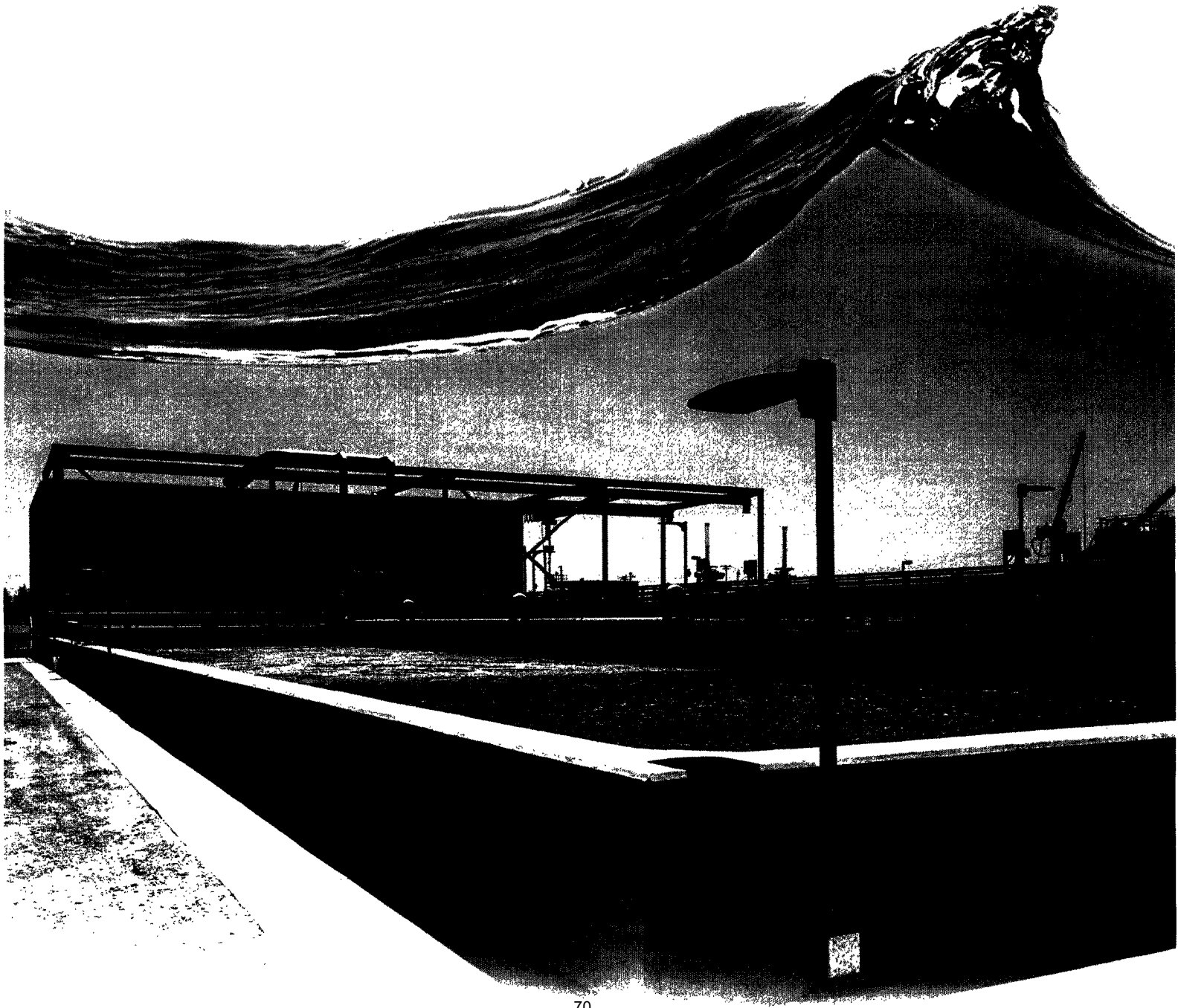
Andy Komor, MS, PE
Vice President, Environmental Water Division

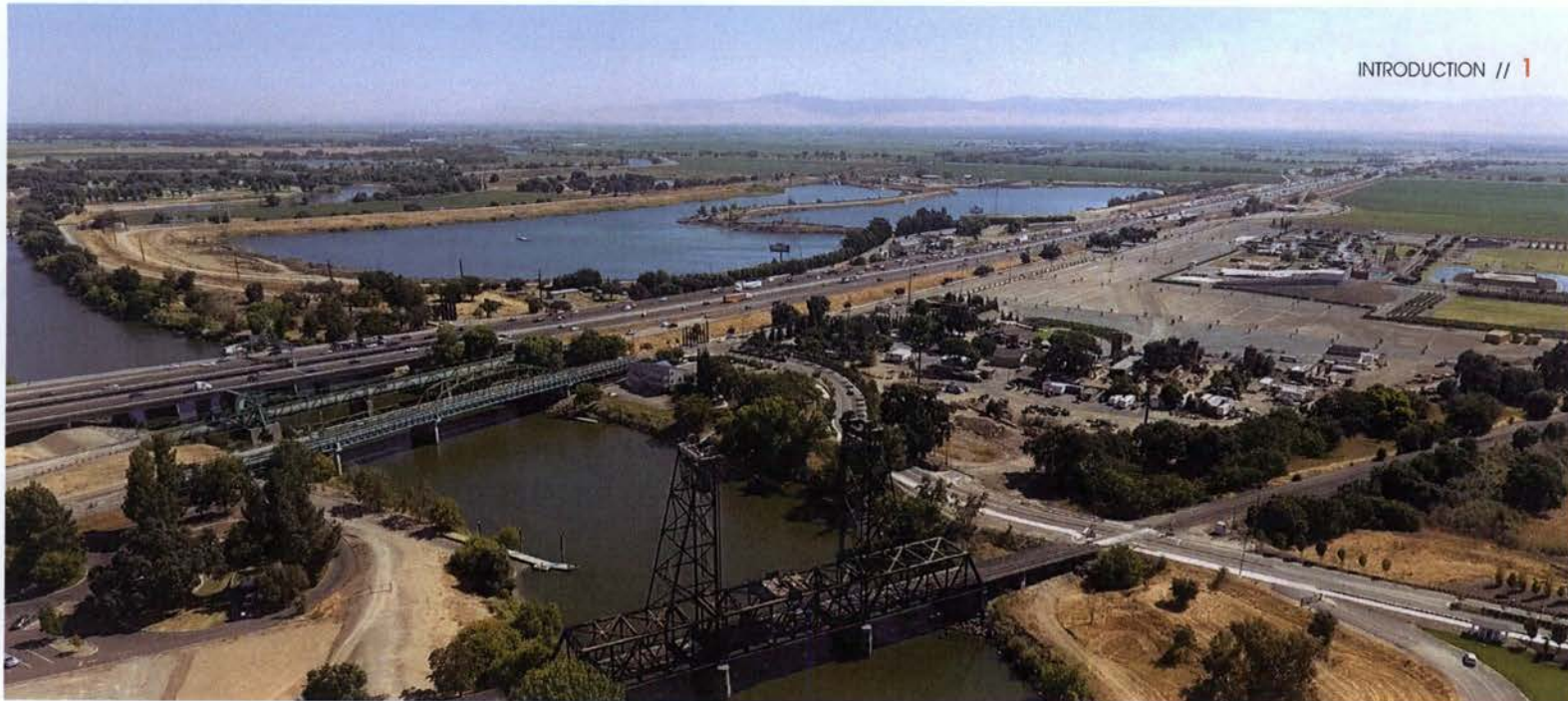
office: (714) 481-7225

e-mail: akomor@pacewater.com

01

introduction

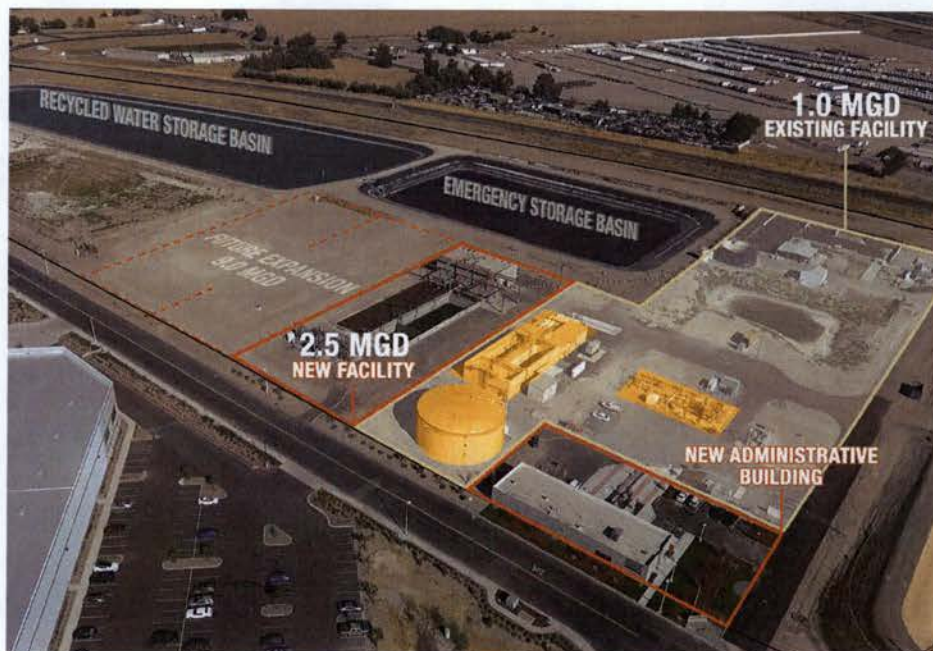




In 2015 PACE had the unique opportunity to design the Phase 2 expansion of The City of Lathrop CTF, which was successfully constructed at budget and has produced excellent water quality under varying influent conditions. In 2020, PACE provided a Dechlorination Upgrade which is scheduled for construction. Due to rapid City development the facility receives load at over 60% of the rated capacity, and is scheduled for a Phase 3 expansion. This proposal outlines the approach and scope for this important expansion.

PHASE 3

The current MBR treatment facility (Phase 2) is well organized, flexible, and operationally efficient. It was designed with expansion in mind, and this expansion will include a Phase 3 facility that will be the CENTER of the build-out plant. In other words, the proposed Phase 3 treatment structure will be located to the east of Phase 2 and to the west of Phase 4, which means it will effectively function as the hub of the wastewater process flows. Flows will be transferred back and forth between the Phase 3 structure and Phases 2 and 4 during normal operation. Also importantly, this Phase 3 expansion will consolidate the headworks, the aeration air system, and the MBR air scour system into one system to avoid having multiple groups of equipment doing the same function. Expanded and improved sludge processing will also be included in this important Phase 3 design, including new dewatering facilities, conveyors, shaded structures, and concrete pads, with mechanical drying, if selected.



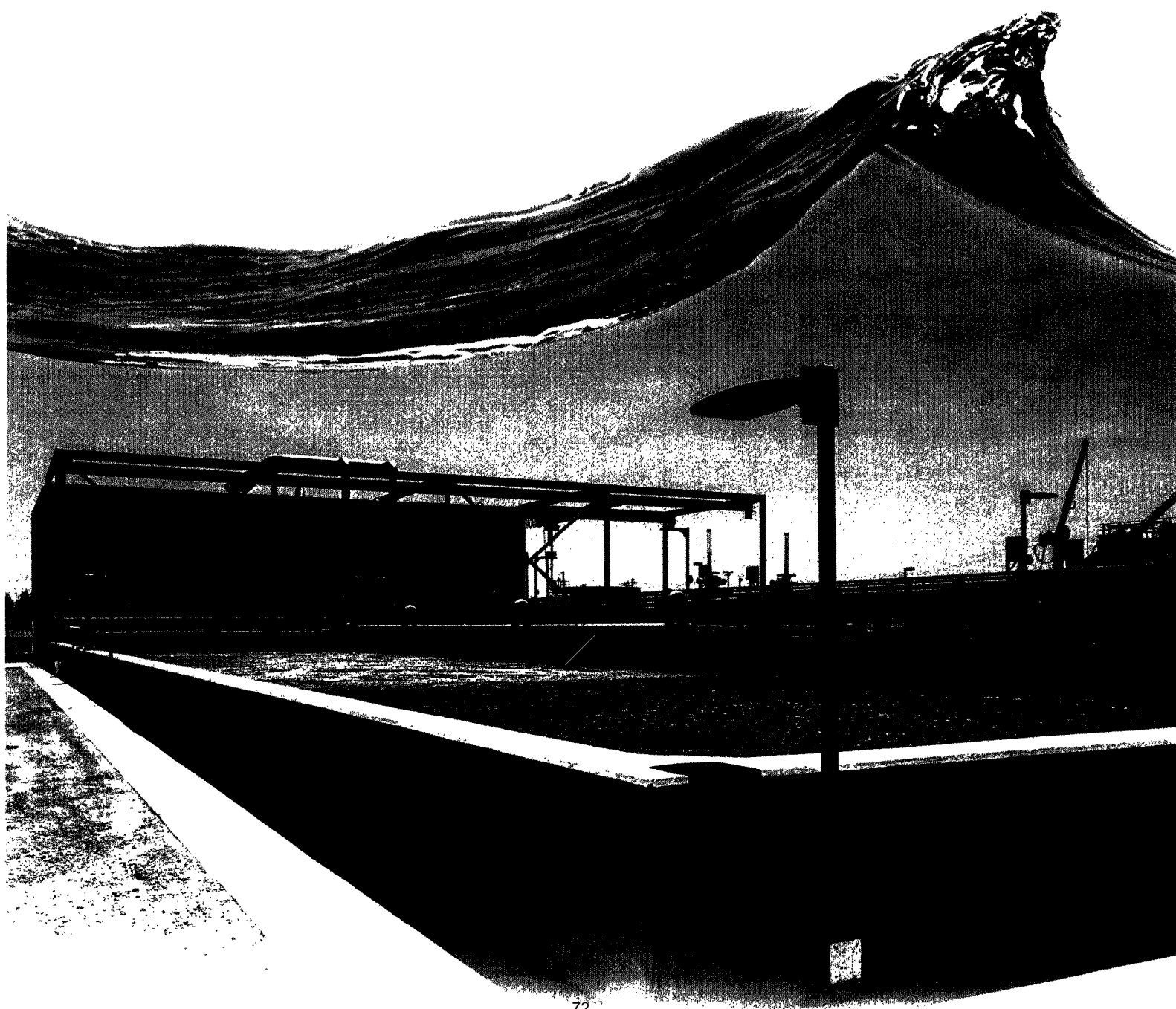
As stated during Phase 2, the key to a successful project will be to effectively and cost-efficiently lay out improvements to take advantage of existing works, while at the same time transitioning the facility to larger, more organized blocks of unit treatment processes that are easy to understand and access, and of larger capacity that are easily expandable. We will continue with the primary philosophy to provide accessible tanks with minimal equipment to simplify operations.

PACE has retained the same team and professionals as Phase 2 that will again focus on the **constructability, long-term ease of operation, and minimized operation and maintenance costs** while providing high water quality. We have again assembled a complete team that has the ability to take the City from initial concepts, through design, bidding, and beyond if requested including construction, startup, and post start-up support services that will make sure that all of the City's goals are achieved.

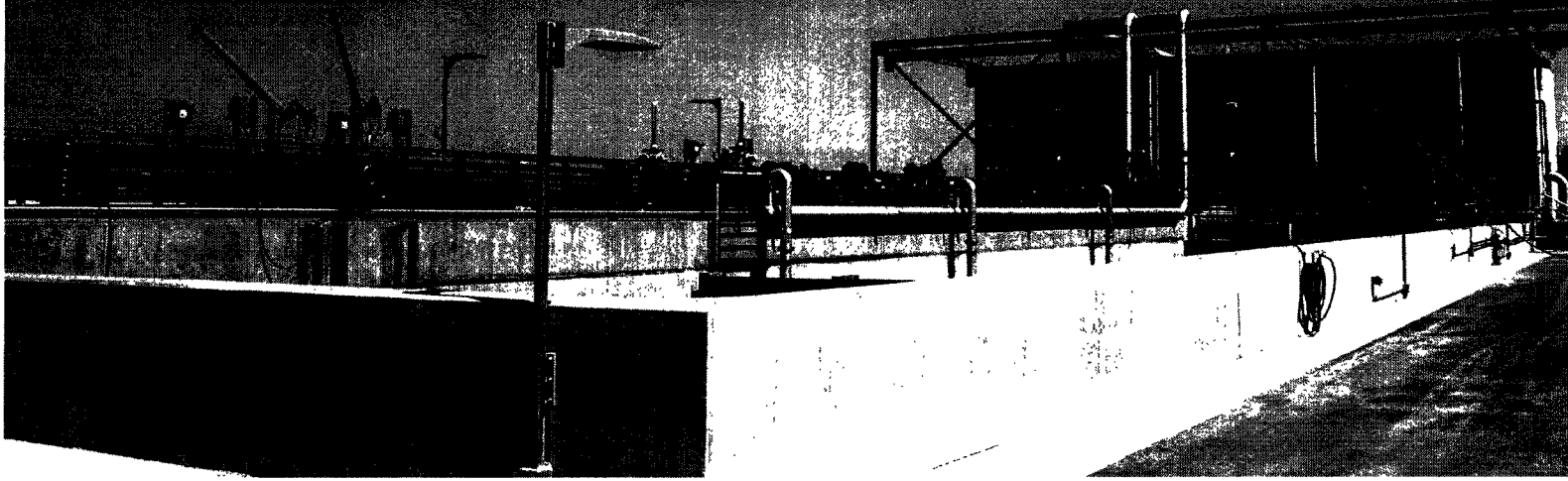
Our team has recently completed several successful plant expansions where operations during construction were managed effectively and the final outcome was a simple and highly operable facility. These include the 5.4 MGD Mountain House MBR WRF, the City of Adelanto's 4.0 MGD nutrient removal WRF, the City of San Clemente's 2.5 MGD WRF, and the City of Somerton Arizona's 2.0 MGD WWTP, among others. Maintaining existing operations and transitioning to new facility operations requires special considerations to ensure the plant remains in compliance and the old and new systems function together properly.

02

project understanding and scope of work



PROJECT UNDERSTANDING



Over the last 5 years, the City and land developers have been working together to design and construct the necessary utility infrastructure to support this growth. In 2015 the City completed with PACE a new 2.5 MGD Membrane Bio-Reactor (MBR) facility which treats sewage from new development, producing ultra-high quality Title 22 – 2.2 recycled water for irrigation. Current sewer flows to the CTF facility average approximately 1.15 MGD and high load conditions and are anticipated to increase significantly over the next few years. Again the City and developers need to construct a substantial expansion of CTF to support the remaining near-term projected growth. Based on previous studies conducted by the City, it is projected that the near-term additional capacity needs are about 2 MGD with an ultimate build-out of approximately 6 MGD.

The existing CTF facility is at a critical stage of expansion in which it is transitioning from a single structure plant into a multi-structure facility combining flows from Phases 2, 3, and 4 (future). This presents both opportunities and challenges in meeting the expectations of the project stakeholders. It is our opinion that the key to a successful outcome on this project is to design improvements that maximize value on the capital investment being made. Simply put, the design needs to utilize processes and equipment that have the best overall life-cycle cost, incorporating long-term maintenance and operational needs as a major part of the equation.

During the initial technical assessment and development of the Preliminary Design Report (PDR), our project team will be working closely with all of the project stakeholders to identify key aspects of the design that will deliver benefits to both the developers and the City. Upon completion and agreement on this project milestone, PACE will proceed to provide engineering services to develop bid documents consistent with the objectives and design contained in the PDR. During preliminary and final design, our project team will incorporate not only the technical aspects of “engineering the facility” but also continuously review constructability and operability to ensure that we meet all of the project goals. It is this “Engineering Plus” approach that will be able to deliver on the apparently opposite or contrary objectives of lowering operation and maintenance costs while simultaneously reducing project capital cost.



PROJECT APPROACH

PACE will approach this project as a team player and provide the technical and production capacity for implementing the design solutions developed by the project team. Our focus will be on evaluating alternatives for their technical merit and feasibility to deliver sound, dependable operation. As the Engineer-of-Record for the project, we will meet with the City's Engineering staff and contract operators to evaluate process and equipment alternatives, project schedule and budget. From the decisions made at these meetings and prior to preparation of the preliminary design, PACE suggests that Performance Specifications be developed for the project, which clearly defines the project objectives and process design criteria. Not only will this provide a reference guideline for the project team, but we have used performance-based specifications on past projects to provide competitive bid conditions while simultaneously allowing for the selection of process equipment early on in the project design.



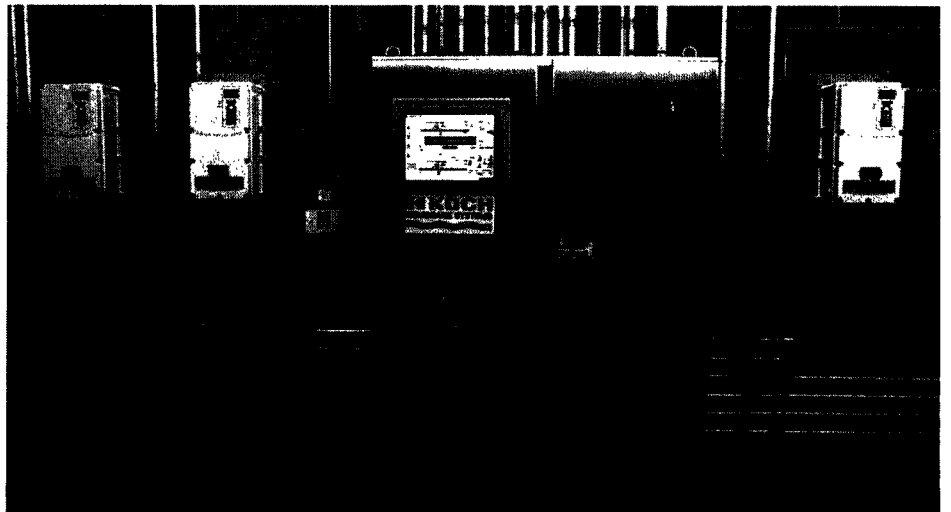
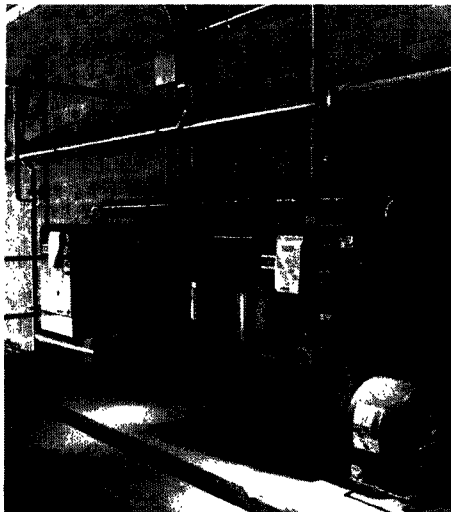
USE OF PERFORMANCE BASED EQUIPMENT SELECTION

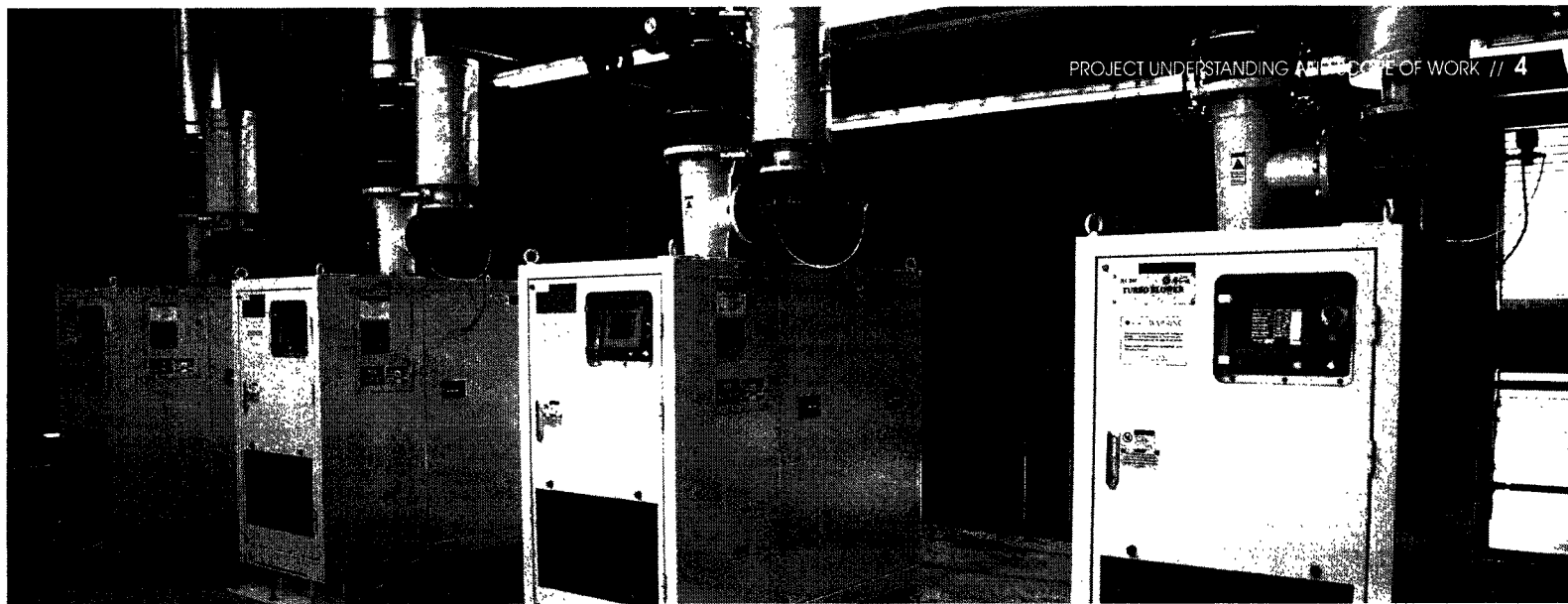
The City and developers have selected to proceed with the expansion of the CTF facility utilizing the MBR process. The PACE team has a substantial amount of experience in the design, construction, operation, and process optimization with both conventional and membrane treatment systems and agrees that the MBR process provides certain project specific benefits over more conventional design approaches.

The use of Performance Specifications in the equipment selection process allows clients to get competitive bids, evaluate capital and operational costs and operational performance prior to putting pencil to paper. The major advantage to this approach is that the project team can proceed to design knowing the cost and equipment they will be using in the project without losing the benefit of a competitive free market. Once the equipment has been selected, the design can proceed relatively quickly to produce the 30% and 60% preliminary design plan sets.

Based on the Scope of Work proposed for the expansion project, PACE would recommend using this approach to pre-select the following major project components:

- ◆ Influent Screening and Grit Removal
- ◆ Main Biological Aeration Grids
- ◆ Main Biological Aeration Blowers
- ◆ MBR Separation Process System
- ◆ Sludge Processing Equipment





In preparation for this proposal, PACE attended meetings with the City and Veolia operations staff to discuss an optimized approach. In addition, we reviewed the Phase 2 design plans for the existing facility, and prepared a draft expansion plan.

PACE would recommend considering building two more similar sized biological tanks to be used for additional treatment of all wastewater flowing to the facility. The new tanks would be the hub to distribute flows to Phase 2 and Phase 4 tanks. Connection mixing pumps, flow back pipes, and overflow systems will be interconnected between the Phases for mixing of the flows/load. Also process equipment will be re-organized to create centralized equipment areas to avoid duplication of equipment in different areas of the facility.

The design approach would also include:

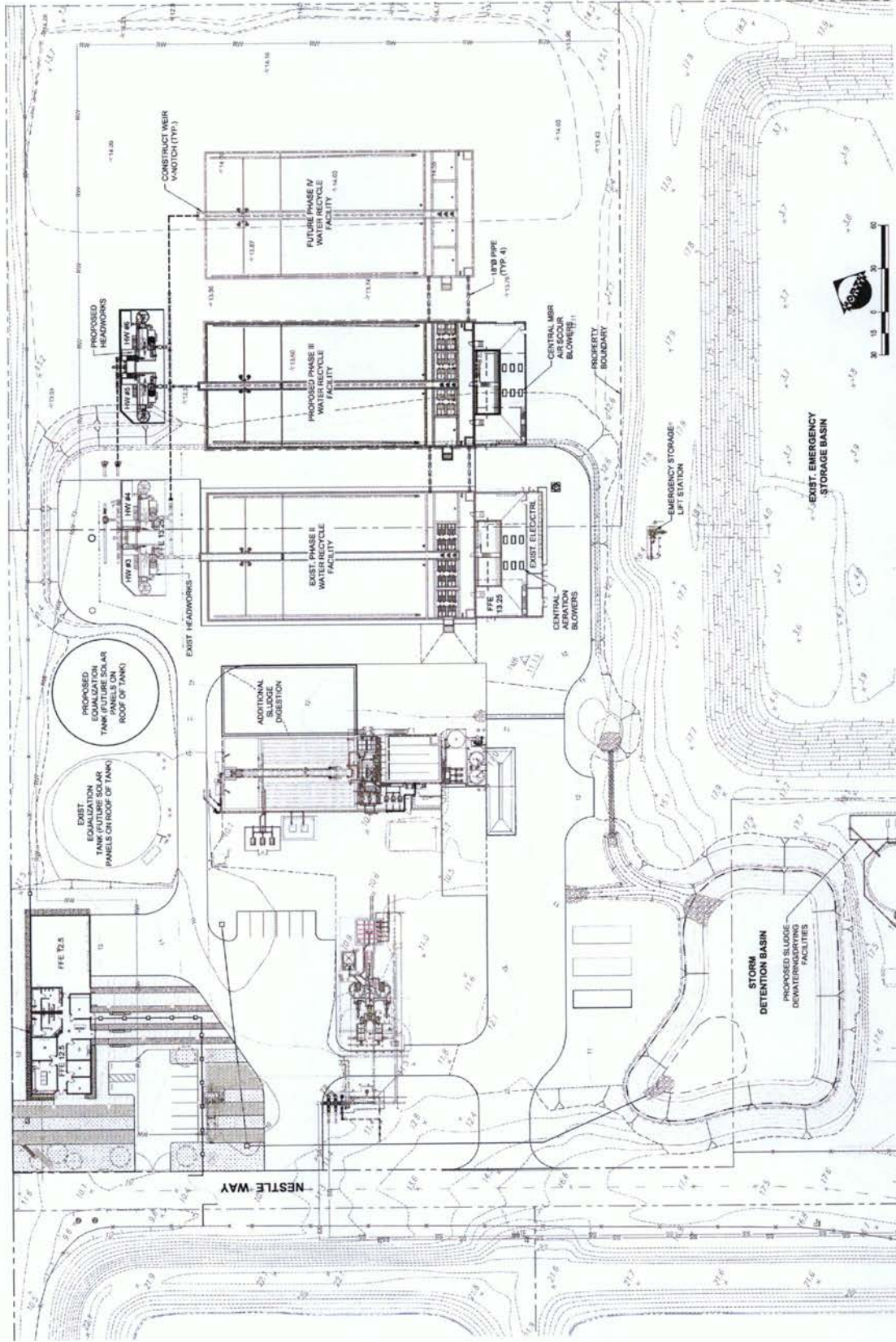
1. Combining headworks discharge with three overflow V notch weir gates at upstream end of center channels
2. Providing one more headworks expansion for build out with similar packaged 316 SS headworks system
3. Providing hub Phase 3 construction and transfer of operations in order to complete Phase 2 tankage penetrations including 3 MBR trains in four chambers
4. No new MBR tanks or Building in Phase 4
5. Providing conversion of Phase 2 air mezzanine to aeration air only for the entire facility
6. Providing all air scour air in the Phase 3 facility
7. Providing connection of new bridge crane to provide support for all air piping
8. Providing mixing, return, and overflow pipes between Phase 2 and Phase 3
9. Providing accommodations for future equipment in Phase 4 and additional treatment including GAC/RO/UV, if needed
10. Providing scum transfer to existing WAS/scum systems
11. Providing digester (Phase 1) tank renovation/ expansion for sludge digestion as needed
12. Providing new sludge dewatering, storage, drying facilities

These are just a few opportunities we see for the Lathrop project which demonstrate how our team melds our in-house, core competencies in Engineering, Construction, and Operations to produce value-added results for our clients.

% COMPLETION	GEN*	DEMO	CIVIL	ARCH**	STRUCT	MECH	ELECT	P&ID***	TOTAL
30% Complete	4	0	8	4	4	12	10	12	54
60% Complete	8	5	12	12	12	20	18	12	99
Draft 100% Complete	10	10	16	16	15	25	22	12	126
100% / Final	10	10	18	18	15	25	25	13	134

▲ Table 1 – Estimated Number of WWTP Upgrade Plan Sheets per Design Completion Phase (*Includes HAZMat **Includes Landscaping ***Includes Network Diagram)

City of Lathrop CTF WRF Phase 3 Expansion Overall Site Plan



SCOPE OF WORK

01 confirm basis of design information

PACE will re-review flow and load information for applicability to new basis of design. Some modeling has already been performed for this expansion analysis and existing capacity evaluation. PACE will also re-review the CTF flow and load detail for confirmation of peaking load factors. PACE and SPI will evaluate the condition of mechanical and electrical equipment to be utilized in the expansion project, specifically SPI will review the capability of the existing membrane cassettes, instrumentation, and CIP system. The PACE team has previously evaluated the facility in multiple visits and has extensive background knowledge of the current facility, and in this task will re-verify the assumptions developed in the preliminary concept development already provided to the City. PACE and SPI will confirm the electrical and instrumentation design basis in the related to the new basis of design. PACE and SPI will review with Veolia Operations Staff and City Operators the important facilities and control schemes to be included in the new basis of design to improve its operation. SPI will provide consulting related to improved membrane system performance and operability. A detailed analysis of sludge operations will also be provided.

The electrical power service distribution connections to existing electrical equipment will be examined as part of this task. New upgrades to the overall site incoming power and backup power will be included in this analysis. Existing sludge processing will be evaluated and deficiencies will be identified for proposed improvement including digestion, holding, dewatering, and drying.

02 prepare 30% design (P,S,& E)

PACE will provide the overall process design calculations, assumptions, a draft process and instrumentation diagram (which includes the process flow diagram), and a draft hydraulic profile diagram of the upgraded facility. SPI will provide the process and instrumentation and associated information for the membrane systems. PACE will provide a BioWin biological model of the proposed upgraded facility including water quality versus flow and load variability with trains on and off line. PACE will specify major equipment for the proposed plant upgrade; SPI will specify the membranes and associated membrane equipment and components. PACE will provide operability review of the selected equipment and instrumentation. A draft civil site plant layout will be provided by PACE of the preferred design approach. PACE will provide 30% capital, operation, and present worth cost estimates. PACE will compile all background flow and load information and other design data, survey information, geotechnical information, hydraulic and process calculations, electrical load calculations, BioWin model results, equipment selection information and cutsheets, drawings on 11x17 format, and cost estimates, and organize into a design report. A digital copy and six hardcopies of the design report will be provided to the City and a presentation will be provided of the 30% design to the City to review the design assumptions and identify value engineering concepts to improve the 30% design.

The development of the 30% civil site layout and location of design features will require some initial iterations to converge on the preferred and selected alternative. The initial rejected iterations will be included as part of the 30% design scope of work. The information from the design iterations will be saved and available during the presentation of the 30% design for the purposes of discussing the value engineering aspects of the plant design. Because major equipment including membrane equipment is critical to the system performance, capital and operational costs, and detailed installation requirements, it is suggested that PACE and SPI provide performance based specifications or draft procurement documents for major equipment supply to ensure proper supply of all necessary components and details are provided in addition to a standard specification. The scope to create these contract documents for performance based procurement has been included in the 30% design scope. Equipment quotes will be evaluated and manufacturers may be preselected for use in the project either purchased by the City in advance or included as a pre-negotiated item in the contractor's scope of supply. In this way remaining design will be specifically tailored around the unique elements of the chosen manufacturers' equipment. This ensures cost estimates are accurate and all of the system components will work effectively together.

03 prepare 60% design (P,S,& E)

Using the information from the 30% design meeting and the equipment selection from the performance based specification process, PACE will provide additional information and details to finalize the overall process design calculations, assumptions, process and instrumentation diagram, and hydraulic profile diagram of the upgraded facility. SPI will provide the process and instrumentation and associated information for the membrane systems. PACE will finalize major equipment specifications for the proposed plant upgrade, with SPI finalizing the membrane and associated membrane equipment specifications. PACE will provide draft electrical engineering design including electrical notes, single line diagram of proposed loads onto existing and proposed service distribution equipment, new electrical

Task 03 continued ...

load calculations, conduit layout and conduit schedules, and draft electrical details and termination diagrams for new proposed facilities. PACE will provide draft structural engineering design including structural notes, structural calculations, steel and concrete design, and draft structural details of new proposed tanks, buildings, and structures. PACE will provide draft mechanical engineering design including components, piping, HVAC, minor equipment, instrumentation, and hydraulic structures of new proposed facilities. SPI will provide mechanical and electrical design of membrane systems and select finalized membrane equipment included in the specifications and draft contract documents for membrane procurement. PACE will provide draft civil engineering design of site utilities and grading to supplement the site layout provided in the 30% design. A final civil site plant layout will be provided by PACE. PACE will provide operability review of the 60% design in progress and selected components, and also provide 60% capital, operation, and present worth cost estimates. A digital copy and six hardcopies of the 60% plans (24x36) and specification outline (8.5x11) will be provided to the City and a presentation will be provided of the 60% design to the City to review the design assumptions and identify value engineering concepts to improve the 60% design.

04 prepare 100% design (P,S,& E)

Using the information from the 60% design meeting and with the intent to provide additional detail to the 60% submittal, PACE will finalize the project design documents in preparation for construction including 17 sections of standard specifications and general, civil, structural, mechanical, electrical, HVAC, plumbing, and process and instrumentation diagrams completed to a 100% level of detail. SPI will provide all membrane process related specifications and drawings included in the overall plan set. PACE will coordinate with the City the upfront General Conditions Provisions of the Contract Documents. A final set of capital and operations cost estimates will be provided by PERC Water. A digital copy and six hardcopies of the 100% plans (24x36) and specifications (8.5x11) will be provided to the City and a presentation will be provided of the 100% design to the City to review the details of the submitted work in preparation for creation of bid documents. PACE and SPI will revise the plans based on adjustments to the details of the 100% submittal in preparation for approval to construct. Signed and stamped digital copy and one hardcopy of the bid plans (24x36) and specifications (8.5x11) will be provided to the City for duplication. One digital copy and one hardcopy of countersigned plans and specifications will be returned to PACE to use during construction.

Rework of the 100% plan submittal details will be included in 100% design scope.

05 assist with bidding

PACE will provide contractor request for bid package including itemized bid schedule and quantity takeoff to itemize the bid for comparison purposes. PACE and SPI will respond to contractor questions during the bidding period within 5 business days with an addendum, and up to three addendums will be provided. Once the bids have been submitted, PACE and PERC Water will provide an evaluation of the submitted bids with an analysis and recommendation in a technical memorandum.

PACE will attend the pre-bid meeting and provide a presentation of the scope of work in the design to the contractors attending the meeting.

06 assist with bidding

PACE team staff will attend seven meetings with City Staff, with specific team members selected based on the topic of the meeting, for total budgeted man-days of 14 (two team members per meeting on average). In addition to meetings, PACE team staff will provide weekly conference calls with City Staff to discuss project progress and coordination of the design intent. During all stages of design the PACE principal, James Matthews, will provide quality assurance and review for optimization and value engineering during design.

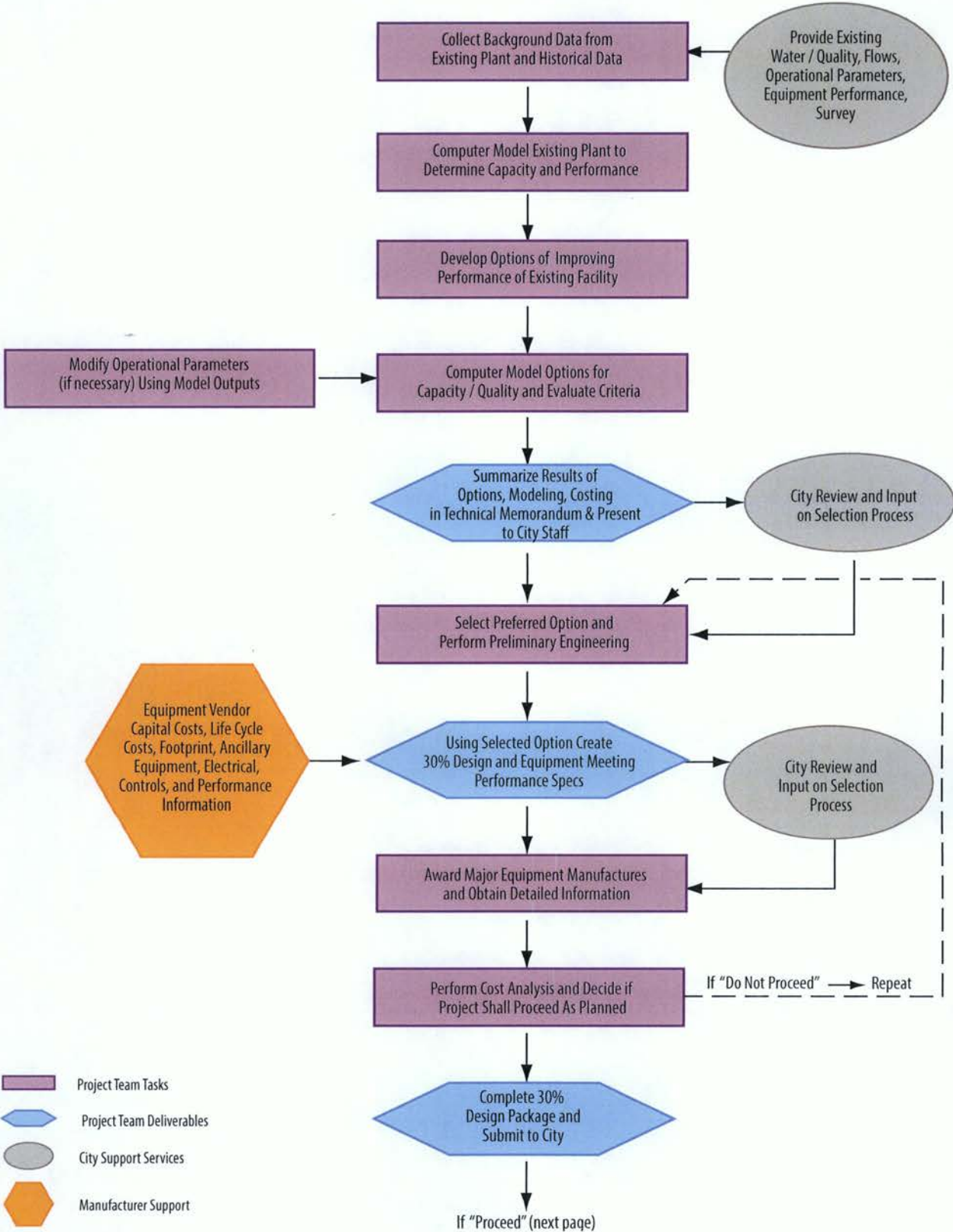
Project agendas, meeting minutes, invoicing, and schedules will be provided by PACE as part of this task scope.

ASSUMPTIONS

1. Geotechnical engineering including two borings of the proposed site of the Phase 3 tanks is not included, and shall be contracted directly with the City.
2. Surveying is not included, the Phase 2 survey shall be used with GPS spot check tests by PACE, as required.
3. Water quality testing is not included, existing data will be used in the basis of design.
4. CEQA Permitting, Title 22 Permitting, and Report of Waste Discharge are not included, and are available for additional fee, if requested.

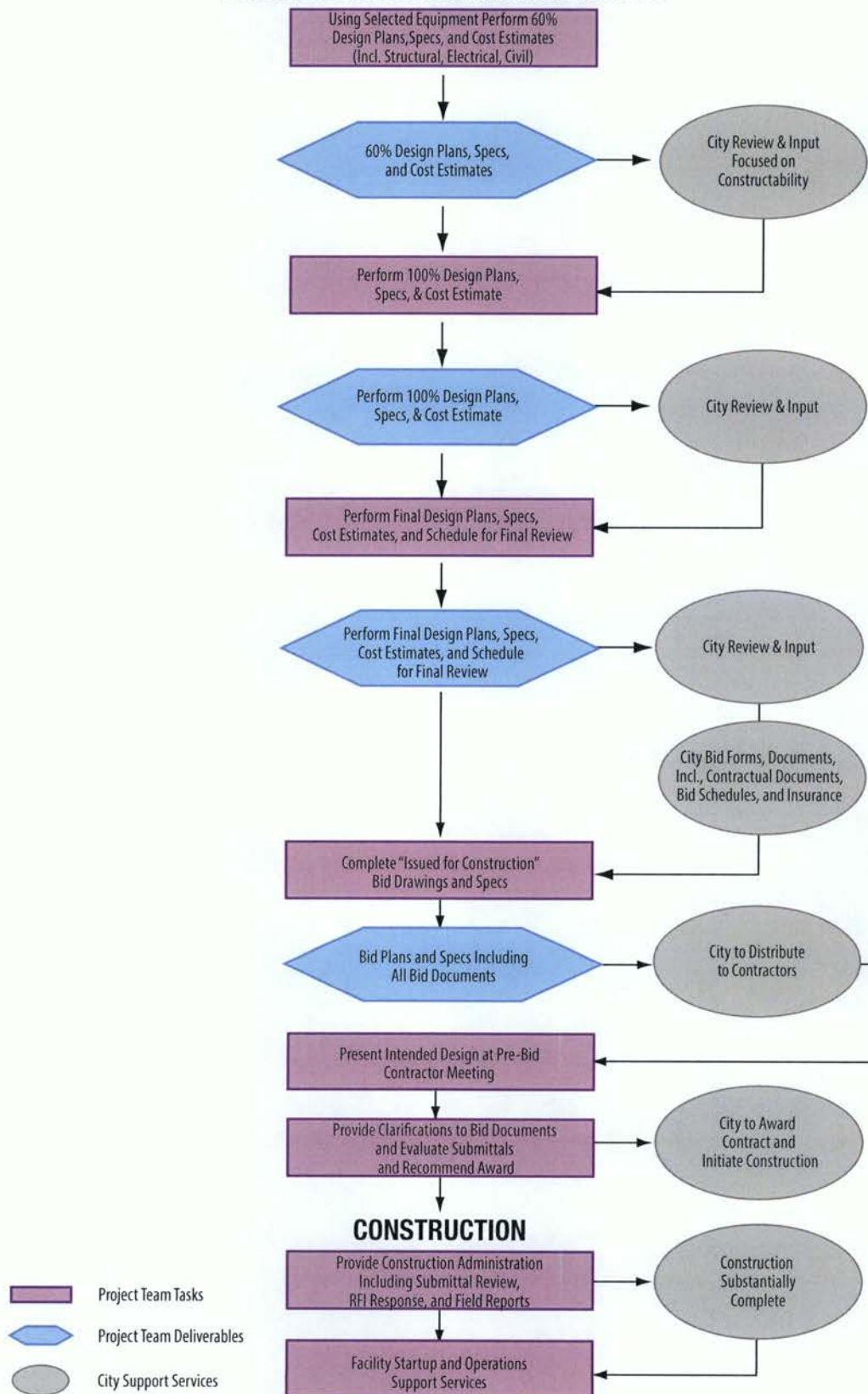
Preliminary Design / Design Criteria

PRELIMINARY DESIGN/ DESIGN CRITERIA



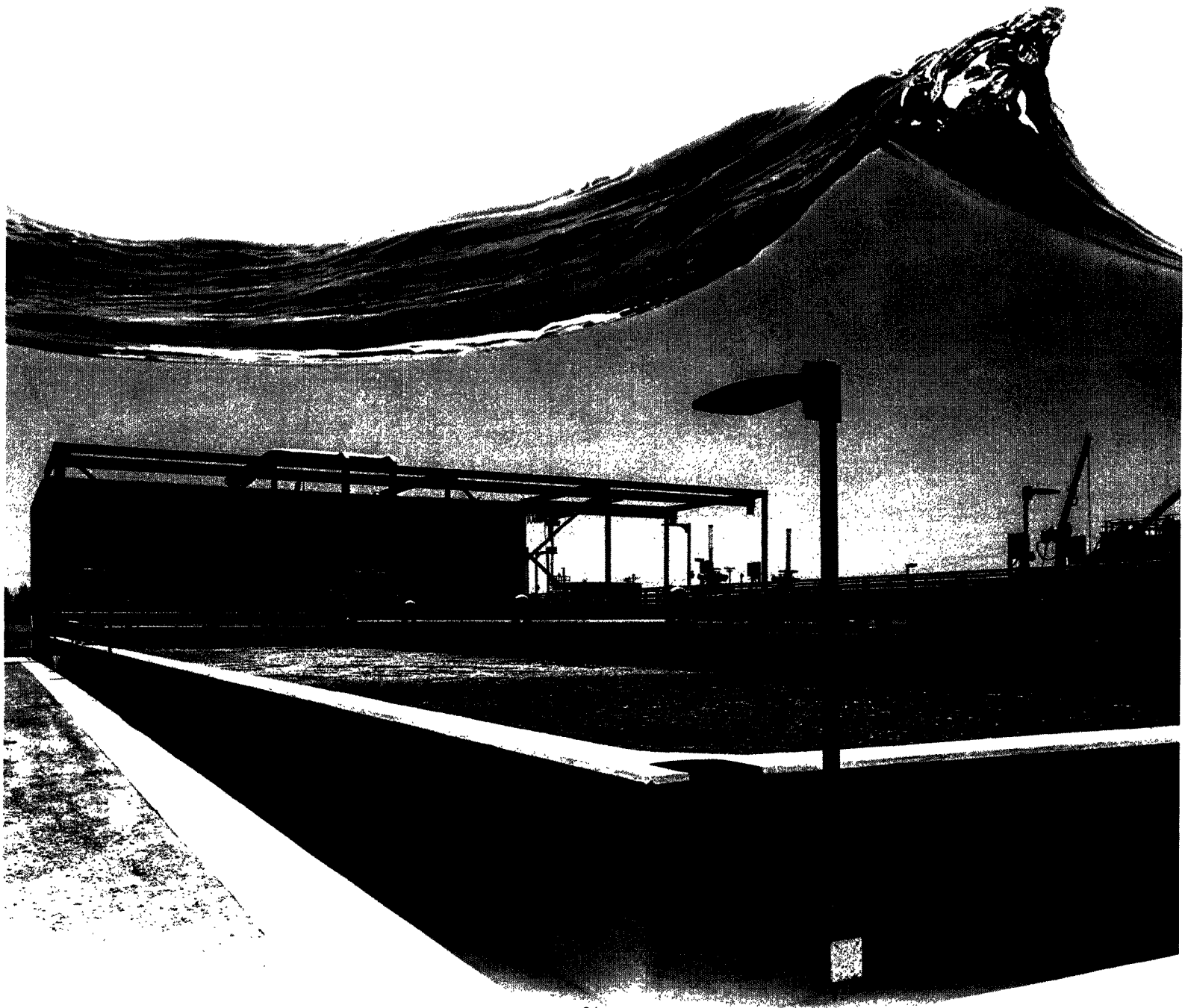
Final Design Document Preparation

FINAL DESIGN DOCUMENT PREPARATION



03

lump sum fee proposal



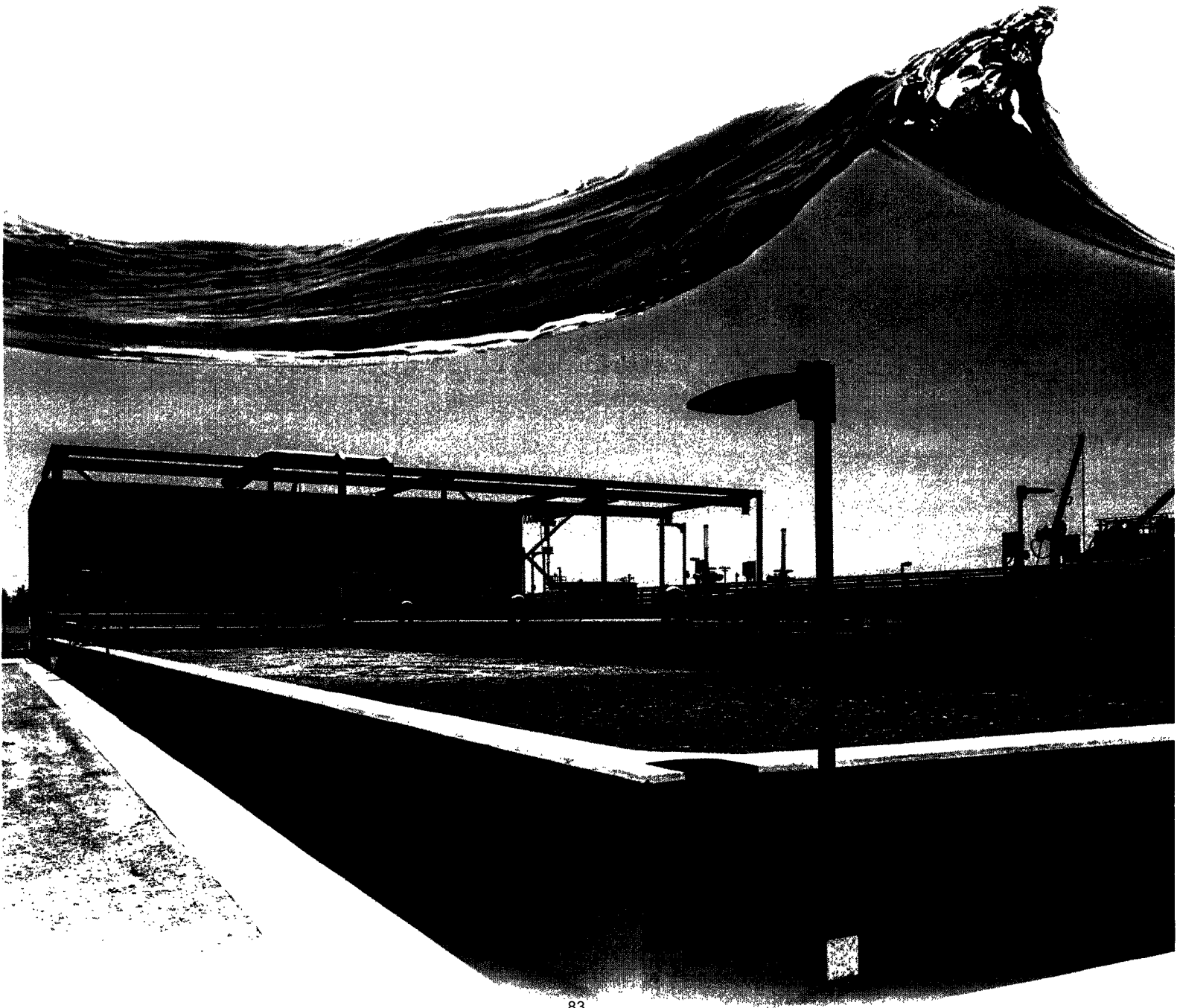
LUMP SUM FEE PROPOSAL

TASK NUMBER AND DESCRIPTION	PACE											PK Associates			SQUARE FT		Man-Power Subtotal Hours	Man-Power Subtotal Fee	Printing	Total Task Cost
	Engineer Principal (\$255)	Project Manager (\$220)	Electrical Engineer (\$215)	Process Engineer (\$185)	I&C Specialist (\$155)	Project Engineer (\$160)	Sr. CAD Designer (\$140)	Project Coordinator (\$95)	MBR Manager (\$250)	MBR Engineer (\$200)	Structural Manager (\$210)	Structural Engineer (\$160)	Architect (\$160)	Architect (\$160)						
1 Confirmation of Basis of Design	12	54	16	48	16	96	12	20	2	4	2	8	4	4	294	\$52,320		\$52,320		
2 30% Design Plans, Specs, Eng Report (PSE)	64	120	80	160	60	240	360	40	12	72	12	80	60	60	1360	\$233,740	\$600	\$234,340		
3 60% Design Plans, Specs, Eng Report (PSE)	48	120	120	160	60	280	420	40	6	60	16	80	60	60	1470	\$250,000	\$1,200	\$251,200		
4 100% Design Plans, Specs, Eng Report (PSE)	48	120	180	200	120	320	600	40	6	40	16	120	60	60	1870	\$313,600	\$1,800	\$315,400		
5 Assst with Bidding	12	56	32	48	16	160	80	80	8	24	6	36	6	6	564	\$92,800		\$92,800		
6 Project Management and Quality Control	16	180	16	120	4	60	16	120	6	4	6	12	16	16	576	\$101,220		\$101,220		
TOTAL TASKS 1	200	650	444	736	276	1156	1488	340	40	204	58	336	206	206	6134	\$1,043,680	\$3,600	\$1,047,280		
TOTAL FEE TASKS 1																				
OPTIONAL SERVICES BUDGET																				
7 Services During Construction Estimated Budget if Requested	32	180	120	360	72	540	96	240	56	12	72	6	60	60	1846	\$310,460		\$310,460		
EST. FEE																			\$310,460	



04

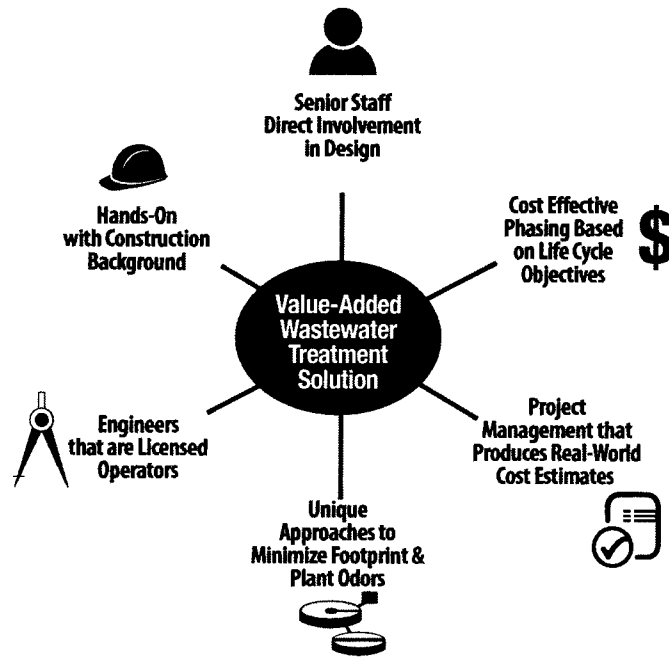
qualifications





ABOUT PACE

PACE is a specialized civil engineering firm offering advanced water resource services. We offer a wide range of engineering services related to water, wastewater, stormwater management and water resource permitting and regulatory compliance to ensure projects are both economically viable and environmentally sustainable. PACE staff members include licensed professional engineers with PhDs, scientists, university instructors and policy-makers in the water resource arena. ***In the last 10 years alone, PACE has performed design on more than 40 advanced wastewater treatment facilities.*** We offer in-house advanced modeling capabilities, a water quality laboratory and piloting facility for use on projects to ensure designs are functional and operable in practice. PACE has experience designing and permitting a wide range of process technologies, based on project needs.



PACE is experienced in all areas of wastewater treatment including:

- ◆ Wastewater treatment facility planning and design for new facilities and expansions
- ◆ Wastewater quality assessment, treatment development, and planning
- ◆ Advanced treatment using RO, MBR, Ion Exchange, and proprietary process systems
- ◆ Permitting for Title 22 (CA) unrestricted reuse, NPDES discharge and groundwater recharge projects
- ◆ Complex remote and local SCADA systems
- ◆ EPA 503 Class A and B bio-solids reuse processing, dewatering and permitting
- ◆ Sewage collection and reclaimed water distribution systems
- ◆ Energy efficiency audits, renewable power and cogeneration
- ◆ Treatment process optimization
- ◆ Value engineering

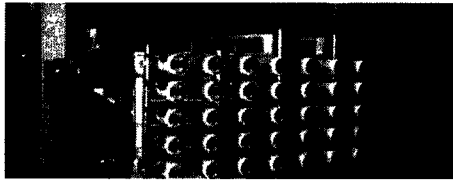


Advanced Treatment Focus



PACE has designed hundreds of treatment facilities for municipalities and land developers in both traditional design-bid-build and design-build settings. Our experience is not only with design-related tasks, but also with construction and operation of our treatment facility designs, allowing us to consistently provide practical engineering solutions at or below established project budgets. Treatment facility experience includes stormwater, wastewater and potable water, as well as advanced water recycling of highly contaminated waste streams such as irrigation tailwater and produced water from fracking operations.

SUBCONSULTANTS



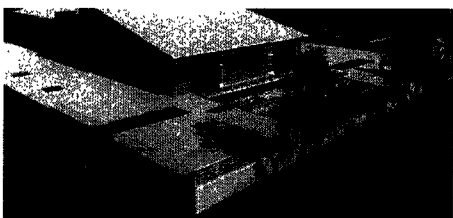
Separation Processes Inc. (SPI) is an internationally recognized consulting engineering firm providing services related to the development and application of membranes and advanced processes for municipal water and wastewater treatment. Founded in 1980, SPI has been in the forefront of applying membrane processes to water and wastewater treatment for three decades. SPI does not sell equipment or products, nor do they represent any manufacturer. The team is made up of truly independent consultants focused on helping our clients plan, design, construct, maintain and optimize the performance of their facilities.

Membrane Process Specialists



PK Associates provides a full range of Structural Engineering Services from conceptual design through construction administration. Since 1992, they have been involved with complex and challenging structural design, using traditional methods combined with advanced computerized analysis and modeling techniques. They are registered in 49 states and provide exceptional service to their clients from 3 offices located in Arizona, Southern California and Colorado. The firm specializes in the design of projects in California and in other high seismic areas along the west coast. PACE and PK have collaborated on over 20 water and wastewater projects together.

Structural Engineering



SQUARE [1] Design Group is a small, local, emerging enterprise based in Orange County; yet brings broad personal experience in Water Treatment project design and construction. Their staff of highly qualified individuals have been involved in all aspects of new buildings and renovation projects, utility and infrastructure upgrades. Basic services provided by SQUARE [1] Design Group include Schematic Design such as Existing Facility Surveys, Design Development, Construction Documents (prepared with 3D Modeling), Agency Submittals and Representation, Bid Representation, Construction Administration, Project Closeout including Agency Certification. PACE and SQUARE [1] have collaborated on over 20 water and wastewater projects together.

Architecture

TEAM UNIQUE QUALIFICATIONS

PACE offers the following unique qualifications and benefits to the City:

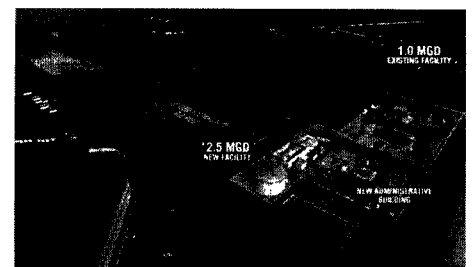


01 EXPERIENCE WITH UPGRADES OF OPERATIONAL FACILITIES

The in-depth understanding of the existing plant conditions, treatment requirements and overall project goals ensures City our team will be most efficient and cost effective at delivering the project.

02 UNIQUE CONCEPTS FOR CTF

Development of a Phase 3 Hub system will ensure mixed flows and process optimization from Phase 2 and Phase 4 (future) including centralized headworks and air systems.





03 CONSTRUCTABILITY REVIEW INHERENT IN DESIGN

Extensive design-build background that drives us to consider constructability and value engineering of the design concepts upfront.

04 OPERATIONS EXPERTISE

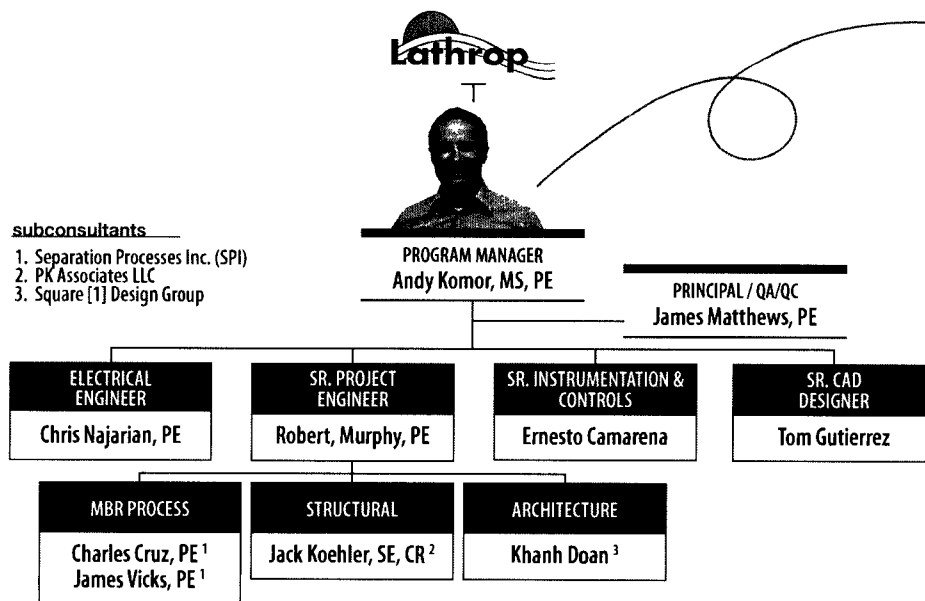
Team hands-on in start-up and on-going operations of facilities to ensure final operations per Veolia and City objectives.



05 PERFORMANCE BASED SPECIFICATIONS AT 30%

Competitively bidding equipment with procurement specifications allows early selection of best equipment, fixes plant costs, and allows optimal design with best constructability and operability.

TEAM ORGANIZATION CHART



PROJECT MANAGER

Andy Komor, MS, PE is a dedicated, hands-on project manager serving as the main contact to the City, involved in every major design decision, directing the design team, overseeing all design plan development and attending every project meeting. He will apply his "hyper-responsive" communication style and prioritize this project to ensure its successful completion. Mr. Komor was the engineer-of-record on the City of Lathrop's 2.5 MGD facility expansion project, and is currently the Project Manager of the Town of Mountain House's facility expansion to 5.4 MGD and Tuolumne Utilities District's Sonora 2.6 MGD WWTP Upgrade, both finished with design.



akomor@pacewater.com
Cell: 714-514-8919



project manager

Andy Komor, MS, PE

EDUCATION

BS Civil Engineering, University of Minnesota, 1999
Cum Laude

MS Civil and Environmental Engineering, Arizona State University, 2001

YEARS OF EXPERIENCE

21 Years
Joined PACE in 2000

REGISTRATIONS

Professional Engineer / AZ – 2007 / 46719
Professional Engineer / CA – 2003 / 64928
Professional Engineer / LA – 2009 / 34854
Professional Engineer / OR – 2018 / 95149E

AFFILIATIONS

Adjunct Instructor of Water Reuse, Santiago Community College
Past President of Orange County Water Association (OCWA)
California Water Environment Association (CWEA)
WaterReuse Foundation
National American Lake Management Society (NALMS)

PUBLICATIONS

Photobiological Treatment of RO Reject. Global Water Intelligence. 2020
Cost to Benefit Analysis of Desalination of Golf Irrigation Water. Water Reuse Symposium, Phoenix, AZ. 2011
Effects of Nitrification, Stratification, and Algaecidal Disinfection in Country's Largest Recycled Water Reservoirs. Water Reuse Symposium, Washington DC. 2010
Upper Oso Reservoir: Lake Management Update. Presentation to Santa Margarita Water District. 2009
Evaluation of Denitrification

Andy Komor is a technical expert on engineering infrastructure having successfully performed engineering design, project management, and field services for over \$350 million in capital on over 60 completed water resource projects in the past 15 years. His background as a researcher has led to several national presentations and technical papers. Mr. Komor is sought after as a technical consultant and designer on water resources projects including advanced wastewater treatment and water recycling, drinking water, water infrastructure, ocean and brackish water desalination, groundwater recharge, lake and reservoir water quality enhancements and new technology research and development. As part of the design and engineering of such projects, Mr. Komor is adept at providing comprehensive civil, mechanical, structural, electrical, and controls designs which are innovative, cost effective, and highly-operable. He also has significant experience in field engineering, construction oversight and start-up services through design-build projects and design-bid-build project structures. Mr. Komor has an excellent breadth and depth of experience in water resources, and will ensure a value-added approach, sound design, and effective implementation of the project.

WORK TO BE PERFORMED

- Project management
- Main client contact
- Schedule & budget management
- Lead Preliminary Design Report (PDR) development
- Lead engineering concept development
- Lead development of construction documents
- Manage subconsultant services
- Engineering services during construction oversight

RELATED EXPERIENCE

City of Lathrop Advanced Water Treatment and Recycling Facility Expansion – City of Lathrop, CA

As Project Manager, Mr. Komor provided design services for the expansion of the Lathrop Consolidated Treatment Facility, an MBR wastewater treatment facility, for the City of Lathrop, California. The facility was expanded from 1.0 MGD to 2.5 MGD with future expansion capability to an ultimate build-out capacity of 9.0 MGD. Mr. Komor provided a creative approach to the upgrade with a new secondary MBR system at grade with an integrated crane design and mechanical design with minimal valving to improve simplicity and make the unit processes visible to the operators. The existing facility was converted to a new aerobic sludge digestion system, which enabled new construction of the new facilities while the existing facilities remained in operation during construction. The system includes an upstream influent equalization system in order to keep secondary and membrane and disinfection flows constant for optimal treatment.

Mountain House Water Reclamation Facility Expansion – Tracy, CA

Mr. Komor served as the Lead Process Engineer for the Phase II 3.0 MGD average dry weather flow expansion of the Mountain House Water Recycling Facility which converted the treatment process from an aerated lagoon to an advanced SBR system, followed by the Phase III 5.4 MGD average dry weather flow expansion. He is currently leading the design for the Phase III expansion which converts the secondary treatment process to an MBR.

City of Santa Paula Advanced Water Treatment and Recycling Facility – Santa Paula, CA

Mr. Komor served as the Sr. Project Engineer for the 4.2 MGD average flow MBR treatment facility through a creative design approach that ensures a neighbor-friendly facility both in terms of aesthetics and odor. The treated effluent meets stringent effluent requirements with 0.2 NTU turbidity allowing groundwater recharge. The completed facility includes a 17 MGD influent lift station, twin progressive coarse-grit-fine screening headworks, two-stage surge attenuation basins, three activated sludge - biological nutrient removal trains totaling 11.4 MGD, six hollow-fiber membrane separation trains and an NWRI compliant UV disinfection system.

PROJECT MANAGER – Andy Komor, MS, PE

RELATED EXPERIENCE CONT.

Escalon Wastewater Treatment Plant Expansion Study – Escalon, CA

The City of Escalon has an increasing demand for new housing throughout the region, but are restricted due to treatment facility capacity limitations. PACE provided the City a thorough and creative assessment and formulation to expand the capacity and maximize the value of the existing Wastewater Treatment Plant. Mr. Komor served as the Project Manager to design an effective treatment process and develop concepts to retrofit the existing open ponds into Parkson's "Biolac" basins containing modern swing air diffusers with hydraulic retention times of 24-36 hours, allowing similar philosophy compared to existing pond operation, but much more efficient waste processing and flexibility with varying inflows, including combining domestic and industrial flows after upstream primary treatment. This upgraded Biolac system freeboard in the secondary process will allow equalization of flows within the basin, eliminating the need for offline equalization, as well as provide the ability to treat lower flows when the basin level was decreased intentionally.

Adelanto Wastewater Treatment Plant Evaluation, Improvements and Capacity Expansion – Adelanto, CA

As the Senior Consulting Engineer, Mr. Komor developed the design concepts to achieve capacity expansion objectives, and addressed operational deficiencies while maintaining operation during the expansion construction. PACE provided engineering design and consulting services to construct new infrastructure and rehabilitate existing systems to regain the original plant capacity, and increase capacity to 4.0 MGD.



Tuolumne Utilities District Sonora Regional Wastewater Treatment Plant – Sonora, CA

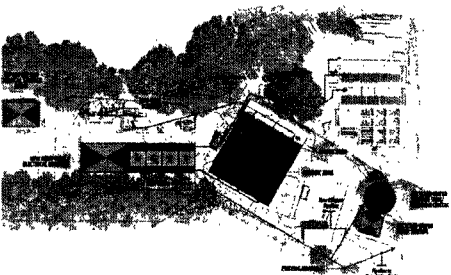
The Sonora Regional Wastewater Treatment Facility (SRWWTF) owned by Tuolumne Utilities District was constructed in 1974 and permitted to handle 2.6 MGD (million gallons per day) average dry weather flow rate. This facility also receives septage from the Tuolumne County. In recent years, the treated water quality was observed from district operational staff and seasonal variation on biomass growth was noticed on trickling filters. Based on the treatment plant discharge permit, treatment scheme should achieve a 30-day average BOD and TSS (Total suspended solids) levels of less than 30 mg/L. However, summer operations in trickling filters followed by secondary clarification demonstrated a reduction in system performance specifically in BOD and TSS reduction. Mr. Komor is serving as the Project Manager and developed concepts to retrofit the existing open pond into Parkson "Biolac" basins containing modern swing air diffusers with hydraulic retention times of 24-36 hours, with more efficient waste processing and flexibility with varying inflows. This upgraded Biolac system freeboard in the secondary process allows equalization of flows within the basin, eliminating the need for offline equalization, as well as providing the ability to treat lower flows when the basin level was decreased intentionally. As a result, this new process will enhance processing capacity, performance, efficiency, and optimization.

Santa Monica Sustainable Water Infrastructure Project (SWIP) Advanced Water Recycling Facility – Santa Monica, CA

Mr. Komor is serving as the Sr. Consulting Engineer, guiding the design strategy of the Advanced Water Treatment Facility (AWTF), a key component of the City of Santa Monica's Sustainable Water Infrastructure Project (SWIP). The AWTF treats a combination of raw wastewater and harvested stormwater, producing 1.0 MGD of purified water for groundwater augmentation. The facility is one of the first to take in raw wastewater, fully oxidize the stream via biological treatment, and provide the pathogen reduction requirements to meet California Title 22 regulations for Indirect Potable Reuse (IPR) of 12 log virus, 10 log cryptosporidium, and 10 log giardia all within one facility. The treatment process consists of a five-barrier stream: membrane bioreactor (MBR), cartridge filtration, reverse osmosis (RO), ultraviolet advanced oxidation process (UVAOP), and chlorine disinfection. The RO uses Total Organic Carbon (TOC) as a surrogate parameter to measure pathogen reduction. UVAOP uses free chlorine as the oxidant to reduce the number of chemicals required on site, with residual chlorine providing downstream process benefits for chlorine disinfection. The AWTF will be located underneath the City's Civic Center parking lot with the first level below ground serves as the mechanical treatment area and the second level containing the process tanks.

Solvang Wastewater Treatment Plant Enhanced Treatment Study – Solvang, CA

The City of Solvang's existing Wastewater Treatment facility contained an effective three-basin sequencing batch reactor (SBR) system that hadn't been modified since the original Jet Tech design. Mr. Komor served as the Project Manager for the facility improvement evaluation and preliminary design of the secondary basins as MBR secondary for their existing SBR basins as well as provided additional evaluation to find better ways to use the existing system to streamline control and operations that would achieve desired performance, more capacity, and consistent quality. PACE was able to find tertiary filtration and disinfection opportunities to make potable reuse supply and develop salt, sludge, and other secondary management systems. To best achieve the nitrogen and carbon needed for the existing SBRs to push to their maximum capacity, PACE performed biological BioWin computer modeling as part of the master plan as well as used additional computer models to evaluate the conventional and MBR scenarios to minimize air output, minimize basin size and depth, minimize new construction, and optimize treatment of nutrients, carbon and nitrogen.



PROJECT MANAGER – Andy Komor, MS, PE

RELATED EXPERIENCE CONT.

Chumash Water Recycling Facility Chlorine Ct Re-Rating Study – Santa Ynez, CA

Mr. Komor developed a program to conduct a full-scale free chlorine disinfection study at the Chumash Water Reclamation Facility (WRF). In this study, PACE conducted a series of full-scale tests to validate retrofitted stainless steel baffled tanks to be used as chlorine contactors to produce Title 22 disinfected tertiary effluent for unrestricted non-potable reuse. Mr. Komor oversaw a team of engineers and technologists performing the on-site test at the Chumash WRF and led the effort in test protocol development, coordination with State Water Resources Control Board, water quality analysis, quality control and quality assurance, data analysis, and final report preparation. The result of our study enabled the Chumash WRF to operate their new chlorine contactors at a lower Ct value (more than 3.5 times) than the conventional value of 450 mg-min/L, which represents significant cost savings while ensuring the production of safe recycled water for non-potable applications.



Sundance 3.6 MGD Water Recycling Facility Expansion – Buckeye, AZ

Mr. Komor was the Project Manager, lead designer, and engineer-of-record on the \$20M expansion of this well-functioning Class A+ effluent wastewater reclamation facility recognized by the State of Arizona for Environmental Excellence. Mr. Komor was also both the Project Engineer and the Onsite Field Engineer during Phase I construction (1.2 MGD capacity) of the Sundance WRF.

Palm Valley 4.0 MGD Water Recycling Facility – Litchfield Park, AZ

Mr. Komor was a member of the Field Engineering Services Team responsible for effectively constructing and starting up the Palm Valley WRF for the residential community in the City of Goodyear in 2001. Mr. Komor provided on-site engineering services during the design/build phase for this state-of-the-art sequential batch reactor (SBR) system capable of producing Class A+ effluent while providing a visual amenity for the local community. PACE was contracted by PERC Water, the project Design-Builder.

El Mirage 3.6 MGD Water Recycling Facility – El Mirage, AZ

As the Sr. Project Engineer, Mr. Komor was responsible for design services and field engineering services including submittals, RFI's, and record drawings for this 3.6 MGD water reclamation facility. Mr. Komor also later provided design for a sludge dewatering upgrade and odor control enhancement. Both projects were completed in conjunction with PERC Water.

Tartesso 1.2 MGD Water Recycling Facility – Buckeye, AZ

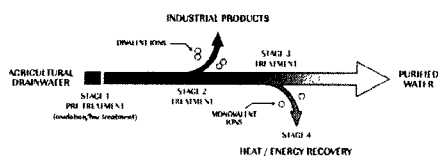
The 1.2 MGD Tartesso WRF features advanced biological nutrient removal treatment, designed by Mr. Komor. As the Project Engineer, Mr. Komor prepared the MAG 208 Report, biological calculations, preliminary design, and phasing studies for the treatment plant. PACE provided the design as a subconsultant to PERC Water.

Grizzly Ranch 0.08 MGD Water Recycling Facility, Portola, CA

Mr. Komor was the Engineer of Record for this 80,000 gpd Title 22 Compliant WRF. PACE worked as a subconsultant to PERC Water. As part of the project implementation, Mr. Komor authored a report of the Waste Discharge for this facility which Region 5 Water Quality Control Board ultimately approved a combination of effluent reuse and discharge.

Tulare Drainwater Recovery and Selenium Treatment – Tulare, CA

The purpose of this project was to expand the water resources available for supply in California by reclaiming farm waste waters including drainwater. In order to make the project viable, toxic selenium shall be removed to prevent inorganic mineral waste brines from the desalination process from being available to waterfowl in evaporation basins. Mr. Komor served as the Project Manager to conduct over two years of research, piloting, and demonstration scale work on the selenium and desalination aspects of the system and developed preliminary construction documents for full scale design. He also provided the engineering design, consulting, and pilot operations services including work on different biological attachment media, post treatment oxidation. The project objectives for the PEARL Drainwater project are to utilize the agricultural drainwater as a source for potable and nonpotable water such as irrigation water and cooling water, to generate useable byproducts from the dissolved minerals present in the feed source, and to reduce the exposure to selenium and arsenic to waterfowl and other aquatic species. This project will be one of the first to utilize agricultural runoff as a viable, profitable, and environmentally safe alternative water resource by coupling innovative design with the most current technology.



Oso Creek WRP Blower Upgrades, Mission Viejo, CA

Mr. Komor provided complete engineering plans, specifications, and cost estimates for a new secondary process upgrade at the Oso Creek WWTP using high efficiency turbo blowers. The system included a new control strategy to further enhance efficiency using "most open valve" system control.



principal / qa/qc

James Matthews, PE

EDUCATION

BS Civil Engineering
San Diego State University, 1994

YEARS OF EXPERIENCE

29 Years
Joined PACE in 1994
Prior - 2 years with City of San Diego
Water Production Engineering Division

REGISTRATIONS

Professional Engineer / AZ – 1999 / 34090
Professional Engineer / CA – 1997 / C57446
Professional Engineer / CO – 2018 / 0054243
Professional Engineer / FL – 2009 / 69722
Professional Engineer / HI – 2009 / 13718
Professional Engineer / ID – 2004 / 11229
Professional Engineer / NM – 2004 / 16491
Professional Engineer / NV – 2021 / 028755
Professional Engineer / TX – 2018 / 132370
Professional Engineer / UT – 2020 / 11893246-2202
Professional Engineer / VA – 2005 / 040716
NCEES 18-931-54
Wastewater Treatment Operator
Certification: 1997 / WW023812

AFFILIATIONS

American Water Works Association (AWWA)
Water Environment Federation (WEF)

PUBLICATIONS

EPA's Small Flows Quarterly:
"Hybrid Sequencing Batch Reactors"
Santa Margarita Water District: "Advanced Processes for
Water Reuse"
City of Lathrop: Title 22 Recycled Water Training Program
PEARL Education Program: Electrical Power and Control
Systems

James Matthews is highly regarded in the water and wastewater industry for his tremendous wealth of practical knowledge and his ability to use technologies and research to develop value for clients. Mr. Matthews has created designs of several award-winning water reclamation facilities in California and Arizona featuring a wide range of treatment technologies and water quality objectives. He has also saved capital cost, reduced construction schedule, and minimized operations and maintenance needs on hundreds of wastewater treatment, water treatment, pump station, and reservoir projects by implementing creative design concepts.

His expertise stems from an extensive background in engineering design, construction supervision, plant operations (as a licensed wastewater treatment operator), and administration. Mr. Matthews leads the Environmental Water Division of PACE, which is responsible for all water and wastewater infrastructure and treatment projects.

However, his expertise is not limited to just water resources; having a wealth of knowledge in electrical, controls, and instrumentation. He has personally fabricated, programmed, and installed a multitude of custom control systems, which included PLC/PAC programming, radio telemetry, and Supervisory Control and Data Acquisition (SCADA) systems for numerous water, wastewater and co-generation projects.

WORK TO BE PERFORMED

- Quality assurance and quality control
- Engineering concept review
- Value engineering
- Cost estimating

RELATED EXPERIENCE

City of Lathrop Advanced Water Recycling Facility Expansion – Lathrop, CA

As QA/QC Principal, Mr. Matthews provided design guidance and quality assurance oversight for the design of the expansion of the Lathrop Consolidated Treatment Facility, an MBR wastewater treatment facility, for the City of Lathrop, California. The existing facility was 1.0 MGD and the expanded capacity was determined as part of the assessment and preliminary design stage and was estimated to be 2.5 MGD with an ultimate build-out capacity of 9.0 MGD. He also led the instrumentation and controls integration for the facility.

Mountain House Water Reclamation Facility Expansion – Mountain House, CA

Mr. Matthews served as the Engineer-of-Record and Principal Engineer for the expansion/replacement of an existing 0.45 MGD treatment facility for the Mountain House Community Services District. The project included the design of a 3.0 MGD Tertiary Water Recycling Facility capable of meeting Title 22 – 2.2 Unrestricted Reuse effluent requirements as well as NPDES permit requirements for discharge to the Sacramento Delta at Old River. The upgraded facility utilizes a three-tank hybrid Sequencing Batch Reactor (SBR) process for biological oxidation and secondary clarification which occupies approximately 2.4 acres of land as opposed to the 23 acres of land used by the existing plant. Tertiary treatment is accomplished through biological nutrient removal in the SBR, Aqua-Disk filtration, and an advanced NWR certified UV disinfection system. He is currently serving as Principal QA/QC for the Phase III expansion to 5.4 MGD average dry weather flow which converts the secondary treatment process to an MBR.

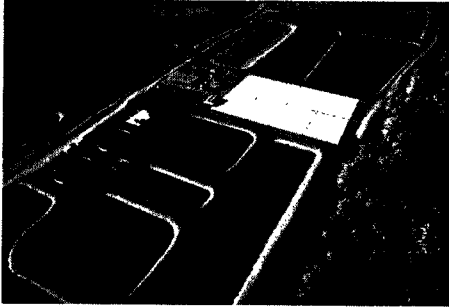
City of Santa Paula Advanced Water Treatment and Recycling Facility – Santa Paula, CA

The Santa Paula Advanced Water Treatment and Recycling Facility features all-enclosed treatment with a common-wall design and creative redundancy features. The 4.2 MGD MBR treatment facility ensures a neighbor-friendly facility and the treated effluent meets California's stringent Title 22 effluent requirements with 0.2 NTU turbidity allowing groundwater recharge. Mr. Matthews served as the Project Manager for the design of this facility which includes a 17 MGD influent lift station, twin progressive coarse-grit-fine screening headworks, two-stage surge attenuation basins, three activated sludge - biological nutrient removal trains totaling 11.4 MGD of capacity, six hollow-fiber membrane

PRINCIPAL / QA/QC – James Matthews, PE

RELATED EXPERIENCE CONT.

separation trains and an NWRI compliant UV disinfection system to meet California Title 22 Reuse Water Standards. Effluent from the facility is discharged to percolation basins adjacent to the plant to be returned to the Santa Clara River Basin. Waste sludge is pre-thickened and processed to EPA Class B reuse standards on-site with a 3-stage aerobic digestion process followed by a screwpress for dewatering. The facility also features high-speed, single-stage turbine blower units and ultra-fine bubble aeration, which reduced the overall energy consumption of the facility by 15 to 20%. Additionally, the use of screw presses rather than centrifuges for dewatering further reduce power demand at the plant.



Escalon Wastewater Treatment Plant Expansion Study – Escalon, CA

The City of Escalon has an increasing demand for new housing throughout the region, but are restricted due to treatment facility capacity limitations. PACE provided the City a thorough and creative assessment and formulation to expand the capacity and maximize the value of the existing Wastewater Treatment Plant. Mr. Matthews served as the Principal / QA/QC for the design of an effective treatment process and for the concept development to retrofit the existing open ponds into Parkson “Biolac” basins containing modern swing air diffusers with hydraulic retention times of 24-36 hours, allowing similar philosophy compared to existing pond operation, but much more efficient waste processing and flexibility with varying inflows, including combining domestic and industrial flows after upstream primary treatment. This upgraded Biolac system freeboard in the secondary process will allow equalization of flows within the basin, eliminating the need for offline equalization, as well as provide the ability to treat lower flows when the basin level was decreased intentionally.

Adelanto Wastewater Treatment Plant Upgrades – Adelanto, CA

Mr. Matthews led the engineering design of new infrastructure and an improvement plan to the existing Parkson Biolac WWTP. Based on the improvements he designed, the plant regained the original capacity, as well as increased the rated capacity to 4.0 MGD. New plant infrastructure includes new screening and washing systems in the headworks, all new aeration and blower equipment in the existing secondary basins, two new 70’ diameter circular clarifiers, a RAS/WAS pump station, and new internal recycle pumping on the biological process. Modifications were made to the existing effluent filters and chlorine contact basin to produce full Title 22 compliant recycled water. Improvements were also made to the solids handling to reduce cake volumes and improve dewatering performance.



Show Low Wastewater Treatment Plant Evaluation and Expansion – Show Low, AZ

The City of Show Low commissioned PACE to evaluate, design and assist in implementing the most appropriate and cost effective solutions to upgrade and expand the City’s existing WWTP. The new WWTP utilizes an Extended Aeration Activated Sludge (EAAS) process to produce effluent quality that can meet AZ Title 18 BADCT effluent limits. Since the construction was completed, the facility has consistently produced effluent with TN level of less than 3 mg/L (and at times <1 mg/L). In addition to the new treatment process, a key component to meeting and maintaining consistent effluent quality is the WWTP process control. Mr. Matthews served as the Principal QA/QC and Instrumentation & Controls Lead Engineer to program and integrate the PLC controls and SCADA for the WWTP. Since the WWTP new process requires constant flow and level control in order to maintain proper treatment, a network of PLCs, field instrumentation and SCADA was implemented that allows for tight controls of the process with minimum onsite supervision.

Tuolumne Utilities District Sonora Regional Wastewater Treatment Plant – Sonora, CA

The Sonora Regional Wastewater Treatment Facility (SRWWTF) owned by Tuolumne Utilities District was constructed in 1974 and permitted to handle 2.6 MGD (million gallons per day) average dry weather flow rate. This facility also receives septage from the Tuolumne County. In recent years, the treated water quality was observed from district operational staff and seasonal variation on biomass growth was noticed on trickling filters. Based on the treatment plant discharge permit, treatment scheme should achieve a 30- day average BOD and TSS (Total suspended solids) levels of less than 30 mg/L. However, summer operations in trickling filters followed by secondary clarification demonstrated a reduction in system performance specifically in BOD and TSS reduction. Mr. Matthews served as the Principal / QA/QC leading to concepts to retrofit the existing open pond into Parkson “Biolac” basins containing modern swing air diffusers with hydraulic retention times of 24-36 hours, with more efficient waste processing and flexibility with varying inflows. This upgraded Biolac system freeboard in the secondary process allows equalization of flows within the basin, eliminating the need for offline equalization, as well as providing the ability to treat lower flows when the basin level was decreased intentionally. As a result, this new process will enhance processing capacity, performance, efficiency, and optimization.

Town of Quartzsite WWTP Evaluation and Expansion – Quartzsite, AZ

Mr. Matthews served as the Principal Engineer for the in-depth evaluation of the proposed SBR expansion and the existing SBR system, along with all the other existing unit processes. The evaluation included detailed hydraulic analysis, biological process modeling, energy consumption analysis, and electrical and control system review. PACE’s

PRINCIPAL / QA/QC – James Matthews, PE

RELATED EXPERIENCE CONT.

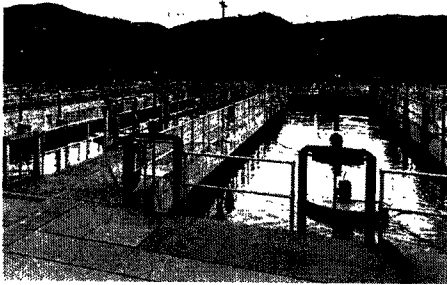
evaluation identified that the new proposed SBR expansion did not provide adequate summer low flow treatment and would double the electrical power requirements. PACE also identified several capital and operational cost reduction measures that, when combined, provided better day-to-day treatment plant performance, a reduction in capital cost of 20% (\$750,000 on \$4M project) and a corresponding energy cost reduction of 40% equating to a savings of \$25,000/yr at current flows and up to \$40,000/yr at design flow. One of the measures included dividing the existing SBR basin into two smaller basins to allow better summer low flow treatment but still had the capacity to treat the design flow of 0.9 MGD.

Winslow Wastewater Treatment Plant Evaluation and Upgrades – Winslow, AZ

PACE performed an evaluation of the deficiencies of the City of Winslow's WWTP, which was plagued by operational issues, making the effective treatment capacity roughly half of its design capacity of 2.2 MGD. Mr. Matthews served as the Principal / QA/QC, and led the Instrumentation and Controls upgrades. He provided key input in the development of a Process, Efficiency, and Alternative Analysis Evaluation, to identify several major process deficiencies, as well as proposed improvements for each that preserved as much of the existing facility that was practical. Mr. Matthews recommended numerous renovations to these processes including the lift station, headworks, flow equalization basin, oxidation ditches, filters, UV disinfection system, effluent pump station, sludge dewatering process and the SCADA/control system. The plant upgrades also included the replacement of its clarifiers and headworks, modifications to its oxidation ditch with a new aeration and blower system, and a complete overhaul of the plant's support and control infrastructure components.

Las Virgenes Municipal Water District Tapia Water Reclamation Facility Blower and Aeration Equipment Improvements – Calabasas, CA

Mr. Matthews served as the Principal for the design and design support during construction for numerous projects at the Tapia Water Reclamation Facility (WRF), Rancho Las Virgenes Composting Facility, and other District Facilities for the Las Virgenes Municipal Water District (District). The District wanted to improve the efficiency and reduce operational costs of the existing 12 MGD Tapia Water Reclamation Facility by implementing new blower and aeration equipment which improves energy and operational efficiency while reducing maintenance costs. Mr. Matthews oversaw the evaluation of the existing conditions, including the existing treatment process, blower performance, as-built drawings, construction submittal data, O&M manuals and SCADA data (DO Profiles) as well as spent time with the Operations Staff to better understand the challenges and identify any ancillary issues. PACE prepared a Preliminary Engineering Report (PER) to identify the Basis of Design for the Process Air System based on treatment flow and load conditions, effluent requirements and treatment process configurations that will maximize efficiencies and minimize power cost while improving effluent quality.

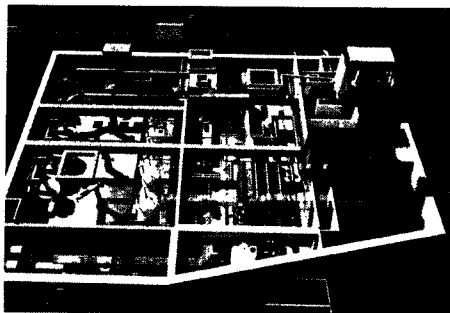


City of San Clemente Water Reclamation Facility Process Efficiency Upgrade Projects – San Clemente, CA

PACE provided consulting, design, construction administration, and controls and integration services for the City of San Clemente on several process efficiency upgrade projects for their 7.0 MGD WRF. With goals of gaining efficiency and cutting back on power uses and associated operational costs for the WRF, the City looked to upgrade several aspects of their facility. Mr. Matthews served as the Principal / QA/QC to replace aging infrastructure in both the sludge handling and dewatering process areas, and the secondary aeration processes.

Santa Monica Sustainable Water Infrastructure Project (SWIP) Advanced Water Treatment Facility – Santa Monica, CA

The Santa Monica Water Infrastructure Project (SWIP) is helping secure the City of Santa Monica's water future by using the City's existing infrastructure and linking together three new distributed water reuse elements into a single cohesive project to harvest, treat, and reuse non-conventional water resources. The SWIP will deliver reliable advanced treated water to be injected into local groundwater basins for indirect potable reuse via aquifer recharge, while meeting the non-potable reuse demands. Mr. Matthews served as the Principal Engineer for the design of the Advanced Water Treatment Facility (AWTF) with a capacity of 1.0 MGD through the use of a Membrane Bioreactor-Reverse Osmosis-UV Advanced Oxidation Process to treat municipal wastewater, stormwater, and dry weather runoff to replenish the groundwater aquifer, making the facility an indirect potable reuse system. The UVAOP process will use hypochlorite as the hydroxyl radical to oxidize 0.5 log 1,4-dioxane.

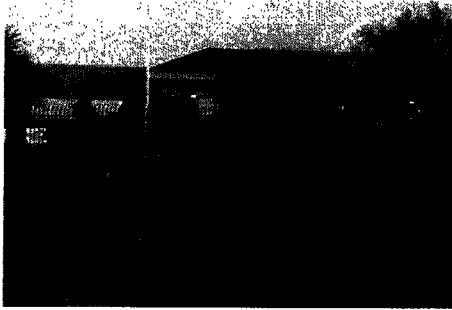


Sarival Water Reclamation Facility Conceptual Design Report – Goodyear, AZ

Mr. Matthews was the Design Project Manager and Engineer-of-Record subconsultant to PERC Water for the Sarival WRF Conceptual Design Report (CDR). The CDR laid out a development program for the WRF and a regional bio-solids facility to accommodate the growth of Liberty Utility's western service area. The CDR considered growth projections, flexibility to manage flows between Sarival WRF and Palm Valley WRF, and cost-effective bio-solids management strategies. The design concept developed features expandability from 2.0 MGD to 12.0 MGD average day capacity,

PRINCIAPL / QA/QC – James Matthews, PE

RELATED EXPERIENCE CONT.



fitting within the 6.1-acre designated site where the Sarival Lift Station currently resides and providing flexibility for various effluent reuse alternatives.

Palm Valley Water Reclamation Facility – Litchfield Park, AZ

Mr. Matthews was responsible for the design and construction services as Project Manager and Engineer-of-Record as a subconsultant to PERC Water for this 4.1 MGD (expandable to 8.2 MGD) water reclamation facility for the Litchfield Park Service Co (LPSCo) which serves the north portion of the City of Goodyear and the City of Litchfield Park in the west valley area of Phoenix, AZ. The DBO approach used on the project allowed the utility to implement ADEQ Class A+ treatment including a peak 24 MGD sewer lift station in less than 18 months from start design to construction completion at 30% less cost than constructing an expansion to the City of Goodyear's existing treatment plant. The facility features advanced biological nutrient removal, Aqua-disk filtration, UV disinfection and an Auto Thermophilic Aerobic Digestion (ATAD) process for EPA Class A bio-solids. Mr. Matthews was responsible for all engineering aspects of the project including design, construction services, start-up assistance and permitting of the facility which now treats an excess of 4.0 MGD for direct groundwater recharge.

**Somerton Wastewater Treatment Plant Upgrade – Somerton, AZ**

After providing an in-depth process and economic analysis of expanding the existing 0.8 MGD facility to 1.2 MGD, PACE determined that converting the existing 4-tank SBR system to a 4-stage BardenPho process would provide the City an additional 1.0 MGD of capacity for the same capital cost of building two additional SBR reactors. Mr. Matthews served as the Principal for this project. To optimize energy savings, PACE designed and incorporated several energy efficiency measures (EEMs) which included blower optimization with the installation of variable ultra-high speed turbo blowers and diffuser optimization with the installation of high efficiency ultra-fine bubble membrane diffusers. PACE also incorporated proper application of variable speed drive and multi-stage pumping strategies to reduce pumping energy. Overall, the BardenPho system consumes approximately 20% less energy, reduces energy demand charges by 70% and produces equal or better effluent quality. The facility design also included a new two-story solids dewatering complex which consisted of twin 60 gpm Huber screw presses, new polymer injection systems and new solids feed pumping equipment.

Sundance Water Reclamation Facility – Buckeye, AZ

Mr. Matthews was principal-in-charge of design and permitting services under a Design-Build-Operate (DBO) contract for a WRF for the Sundance residential master-planned community. The facility was constructed in two phases. Phase 1, with a 1.2 MGD capacity provided advanced biological treatment and producing Class A+ effluent for reuse and remained in service during the construction of the Phase 2 expansion. Phase 2 expanded the capacity to 3.47 MGD. A design highlight included the reduction of traditional SBR sludge output by 50 percent.

**City of Pinetop Lakeside Sanitary District WWTP – Lakeside, AZ**

Mr. Matthews served as the Principal Engineer to provide full design services for the upgrades that will provided the following benefits 1) increased energy efficiency and process performance through replacement of aging equipment, 2) flow control to provide flow equalization to improve downstream process performance, 3) allow facility to meet original 2.0 MGD design treatment capacity and higher effluent quality, 4) heighten environmental stewardship through higher water quality discharge.

City of Sierra Vista EOP Wastewater Treatment Plant Sludge Dewatering Upgrade – Sierra Vista, AZ

Mr. Matthews served as the Principal / QA/QC to provide equipment process selection and design services to the City of Sierra Vista, as part of design improvements to upgrade their Environmental Operations Park (EOP) WWTP. The preliminary design for the new sludge dewatering equipment utilized a performance-based equipment selection process to solicit equipment manufacturer proposals for energy-efficient equipment to be implemented into the design of a 5-acre USEPA Class A Bio-solids Composting Facility. This approach provided the City with competitive proposals meeting the stated criteria, and allowed for initial design to be based around the pre-selected equipment early on. The new bio-solids facility utilizes a 400 gpm PW Tech screw press to both thicken and dewater 0.5%-0.8% solids from the WWTP clarifiers to final cake solids between 15 to 16% for composting and eventual public sales distribution.

Red Rock Water Reclamation Facility – Red Rock, AZ

Mr. Matthews served as the Principal on this 300,000 GPD treatment facility for the Red Rock Development as a subconsultant to PERC Water for a DBO project delivery. Mr. Matthews oversaw the design of the 1 MGD influent pump station, 0.5 MGD effluent reuse storage basin, effluent infiltration basin and effluent pump station. The facility uses a hybrid SBR treatment process and meets ADEQ Title 18 Class A+ reuse standards.



sr. project engineer

Robert
Murphy,
PE

EDUCATION

BS Civil Engineering
California State University, Long Beach, 2007

YEARS OF EXPERIENCE

16+ Years
Joined PACE in 2006

REGISTRATIONS

Professional Engineer / CA– 2014 / C83207

AFFILIATIONS

Water Environment Federation (WEF)
American Society of Civil Engineers (ASCE)

PUBLICATIONS

Peterson, J.D., Murphy, R.R., Jin, Y., Wang, L., Nessler, M.B., Ikehata, K. (2011) Health effects associated with wastewater treatment, reuse, and disposal. *Water Environment Research* 83:10, 1853-1875

Robert Murphy has Civil Engineering experience spanning back to 2006. His experience includes design of wastewater treatment plants, sewer / stormwater / potable / reclaimed pump stations, water treatment and storage design. Mr. Murphy has developed several equipment performance-based equipment specifications for process equipment selection prior to design, and the creation of operation and maintenance manuals for several wastewater and water conveyance and treatment systems and facilities. He has also served as the resident engineer for the construction of several wastewater treatment facilities, water distribution, and sewer collection and pump station projects. Mr. Murphy is adept in coordinating project plans, specifications, and reports with multiple consultants to obtain an efficient buildable and operable system.

WORK TO BE PERFORMED

- Research and data collection
- Review base maps
- Prepare Preliminary Design Report (PDR)
- Develop construction documents
- Develop cost estimates
- Provide construction support services
- Coordinate with subconsultants

RELATED EXPERIENCE

Lathrop Consolidated Treatment Facility – Phase 2 Expansion – Lathrop, CA

As Sr. Project Engineer, Mr. Murphy developed and coordinated process design, and plan preparation for the expansion of the Lathrop Consolidated Treatment Facility, an MBR wastewater treatment facility, for the City of Lathrop, California. The existing facility was 1.0 MGD and its expanded capacity is 2.5 MGD with an ultimate build-out capacity of 9.0 MGD. Upgrades included new high-speed turbo blower and fine bubble aeration diffuser system. PACE provided complete design development, construction document preparation, and bid services for this innovative project, which reuses 100% of the effluent.

Mountain House Water Reclamation Facility Expansion Phase III – Mountain House, CA

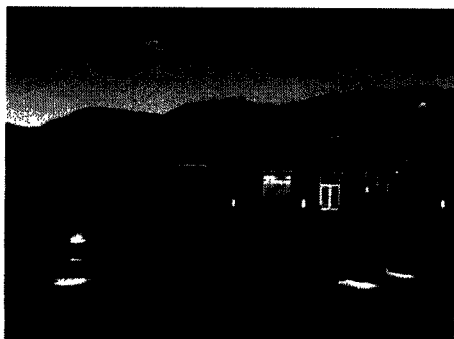
Mr. Murphy is currently serving as the Sr. Project Engineer for the Phase III expansion from 3.0 MGD to 5.4 MGD average dry weather flow. The expansion converts the secondary treatment process to an MBR. Performance specifications were developed for new high efficiency blowers, and he analyzed and repurposed existing diffusers at the facility.

City of Santa Paula Advanced Water Treatment and Recycling Facility – Santa Paula, CA

The Santa Paula Advanced Water Treatment and Recycling Facility features all-enclosed treatment with a common-wall design and creative redundancy features. The 4.2 MGD MBR treatment facility ensures a neighbor-friendly facility and the treated effluent meets California's stringent Title 22 effluent requirements with 0.2 NTU turbidity allowing groundwater recharge. Mr. Murphy served as the Project Engineer for the design of this facility which includes a 17 MGD influent lift station, twin progressive coarse-grit-fine screening headworks, two-stage surge attenuation basins, three activated sludge - biological nutrient removal trains totaling 11.4 MGD of capacity, six hollow-fiber membrane separation trains and an NWR compliant UV disinfection system to meet California Title 22 Reuse Water Standards. Waste sludge is pre-thickened and processed to EPA Class B reuse standards on-site with a 3-stage aerobic digestion process followed by a screwpress for dewatering. The facility also features high-speed, single-stage turbine blower units and ultra-fine bubble aeration, which reduced the overall energy consumption of the facility by 15 to 20%. Additionally, the use of screw presses rather than centrifuges for dewatering further reduce power demand at the plant.

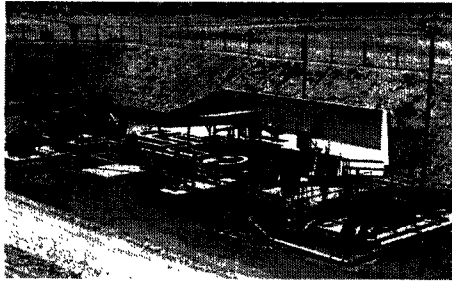
Escalon Wastewater Treatment Plant Expansion Study – Escalon, CA

The City of Escalon has an increasing demand for new housing throughout the region, but are restricted due to treatment facility capacity limitations. PACE provided the City a thorough and creative assessment and formulation to expand



SR. PROJECT ENGINEER – Robert Murphy, PE

RELATED EXPERIENCE CONT.

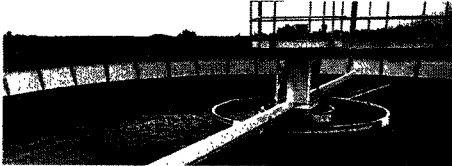


Adelanto Wastewater Treatment Plant Upgrades – Adelanto, CA

Mr. Murphy was the Project Engineer for the City of Adelanto WWTP Improvement Plan and provided process, mechanical, and civil design. The WWTP receives an average flow of 1.8 MGD, of which only 0.5 MGD can be treated with the existing plant in its current state. PACE provided engineering design and consulting services to construct new infrastructure and rehabilitate existing systems to not only regain the original plant capacity, but to increase the rated capacity to 4.0 MGD. New infrastructure included new screening and washing systems in the headworks, all new aeration and blower equipment in the existing secondary basins, two new 70' diameter circular clarifiers, an RAS/WAS pump station and new internal recycle pumping on the biological process. Modifications were made to the existing effluent filters and chlorine contact basin to produce full Title 22 compliant recycled water as well as improvements to the solids handling to reduce cake volumes and improve dewatering performance.

Show Low Wastewater Treatment Plant Upgrades – Show Low, AZ

Mr. Murphy was the Sr. Project Engineer and coordinated the engineering design for a complete WWTP overhaul design project for the City's expanded 2.5 MGD facility in response to aging equipment, operational challenges, and new governing agency compliance measurements. Upgrades to the City WWTP process included new high-speed turbo blowers, headworks equipment, a new secondary treatment and clarification process, new aeration equipment, and new sludge dewatering equipment. Mr. Murphy prepared, solicited and evaluated all of the major equipment system performance-based specifications, which allowed for a significant reduction from original quotes the City had received. Mr. Murphy developed plans and specifications, and served as the head construction administration engineer during construction.

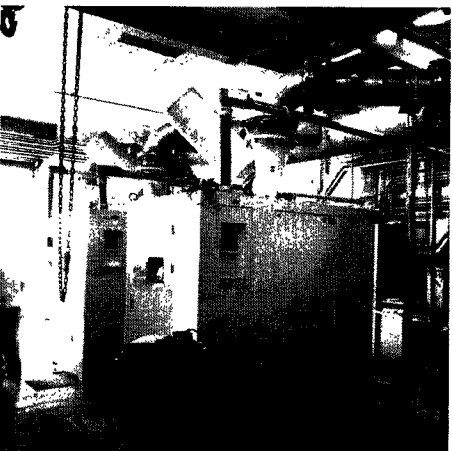


Winslow Wastewater Treatment Plant Renovations – Winslow, AZ

Mr. Murphy served as the Sr. Project Engineer for the Winslow WWTP renovation project and provided process, mechanical, and civil design. PACE identified options that will reduce current O&M costs, reduce capital improvement costs, and improve effluent quality without triggering regulatory delays due to existing permits. The plant upgrades included the replacement of its clarifiers and headworks, modifications to its oxidation ditch with a new aeration and blower system, and a complete overhaul of the plant's support and control infrastructure components.

Tapia Water Reclamation Facility Blower and Aeration Equipment Improvements – Calabasas, CA

Mr. Murphy served as Sr. Project Engineer for the evaluation, design and permitting services of new blower and aeration equipment to improve energy and operational efficiency while reducing maintenance costs. He developed Performance-Based Specifications to evaluate major equipment, which helped reduce more than \$300,000 in capital cost for the aeration project alone. He also coordinated permitting assistance to the District that included CEQA Determination and South Coast AQMD Air Permitting.



San Clemente Wastewater Treatment Plant Upgrades – San Clemente, CA

Mr. Murphy was the Project Engineer and coordinator of the engineering design for several plant improvement projects on the City of San Clemente's 7.2 MGD facility in response to aging equipment and operational challenges. Mr. Murphy performed preliminary design, equipment selection / procurement using performance-based specifications, final design and integration of the new blower system within the City's existing DO control system. The new blower system produced a 15% reduction in the plant's power use, reducing annual energy consumption by over 650,000 kW/hrs per year and reducing demand charges by 75 kW per month, netting \$130K in annual energy savings.

Burbank WRP Aeration and Headworks Rehabilitation Projects – Burbank, CA

Mr. Murphy served as the Engineer of Record for both the Burbank WRP Aeration and Headworks Rehabilitation Projects. PACE was contracted to provide design services for the replacement of the WRPs existing aeration and headworks systems under two separate plan contracts. Upgrades for the aeration project included installation of new high-speed turbo blowers to replace the older multi-stage centrifugal blowers. Upgrades to the headworks system included replacing the aging and cumbersome single-rake and grinder system with new multi-rake bar screens and washer/compactors. Both projects also included integration and controls for the new systems, as well as development of a comprehensive sequencing/construction phasing plan to allow for the operating plant to remain online during construction improvements.

SR. PROJECT ENGINEER – Robert Murphy, PE

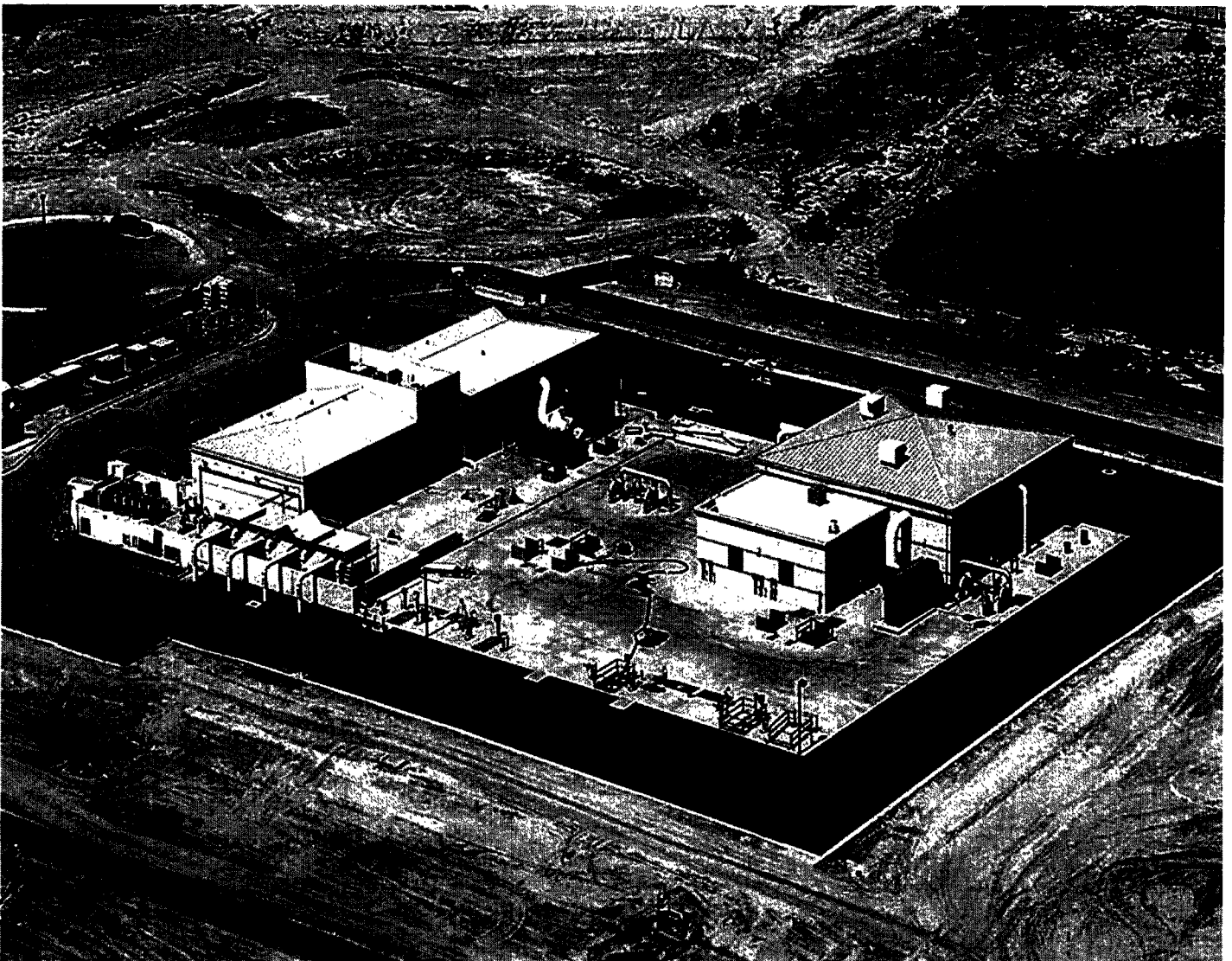
RELATED EXPERIENCE CONT.

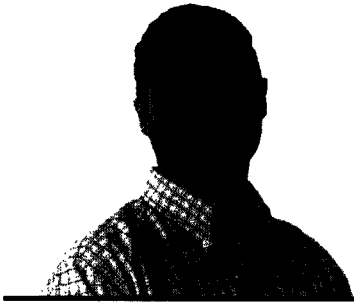
Somerton Wastewater Treatment Plant Upgrade – Somerton, AZ

Mr. Murphy served as Design Engineer for this project where PACE determined that converting the existing 4-tank SBR system to a 4-stage BardenPho process would provide the City an additional 1.0 MGD of capacity for the same capital cost of building two additional SBR reactors with a capacity of 0.4 MGD. The facility was expanded from 0.8 to 1.8 MGD. Mr. Murphy served as the Design Engineer for this project. To optimize energy savings, several energy efficiency measures (EEMs) were designed, including blower optimization with the installation of variable ultra-high speed turbo blowers and diffuser optimization with the installation of high efficiency ultra-fine bubble membrane diffusers. Overall, the BardenPho system consumes approximately 20% less energy, reduces energy demand charges by 70% and produces equal or better effluent quality. The facility design also included a new two-story solids dewatering complex which consisted of twin 60 gpm Huber screw presses, new polymer injection systems and new solids feed pumping equipment.

Sundance Water Reclamation Facility – Buckeye, AZ

PACE provided the design and permitting services under a Design-Build-Operate (DBO) contract for a WRF for the Sundance residential master-planned community. The facility was constructed in two phases. Phase 1, with a 1.2 MGD capacity provided advanced biological treatment and producing Class A+ effluent for reuse and remained in service during the construction of the Phase 2 expansion. Phase 2 expanded the capacity to 3.4 MGD. A design highlight included the reduction of traditional SBR sludge output by 50 percent. Mr. Murphy provided the construction services for this project.





sr. electrical engineer

Chris Najarian, PE

EDUCATION

B.S. Electrical Engineering
Illinois Institute of Technology, 2010

YEARS OF EXPERIENCE

11 Years
Joined PACE in 2019
With others more than 9 years

REGISTRATIONS

Professional Engineer / CA – 2018 / 22545
Professional Engineer / AZ – 2021 / 72519
Professional Engineer / UT – 2021 / 12046766-2202
C-10 Electrical Contractor / CA – 2018 / 1047665

AFFILIATIONS

Institute of Electrical and Electronic Engineers (IEEE)

Mr. Najarian received his Bachelor of Science degree in Electrical Engineering from the Illinois Institute of Technology in 2010 and is a licensed electrical contractor in the state of California. He has extensive experience testing and installing electrical equipment during construction such as pumps, motors, control panels and instrumentation at industrial sites, water and wastewater treatment plants, oil refineries, generating stations and manufacturing plants. His background in electrical field service and troubleshooting allows him to effectively design drawing packages in various water and wastewater applications. He has prepared electrical drawing packages for wastewater neutralization systems, pumping stations, aeration treatment, reverse osmosis, and chemical injection.

WORK TO BE PERFORMED

- Coordination, permitting, and certification with electric utility
- Design of onsite electrical distribution systems
- Development of engineering construction documents for panels, conduit, wires, transformers, and motor controls in compliance with NEC local codes and standards
- Sizing and selection of emergency and back-up power equipment and automatic transfer systems

RELATED EXPERIENCE

Mountain House Water Reclamation Facility Expansion – Tracy, CA

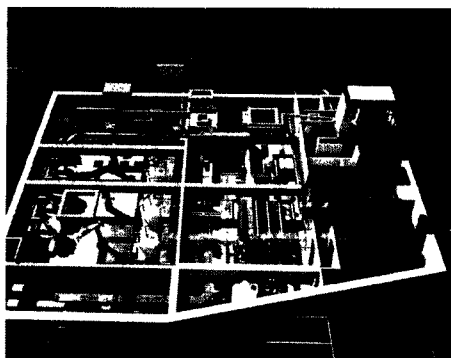
Mr. Najarian served as the Sr. Electrical Engineer for the Phase III 5.4 MGD average dry weather flow WRF expansion. The secondary treatment process was converted from a Sequential Batch Reactor (SBR) to membrane bio-reactor meeting the existing waste discharge requirements to comply with the stringent California Title 22 Recycled Water Requirements. Utilizing the existing infrastructure, PACE re-purposed and subdivided the existing SBR process tanks into anoxic, oxic, and post-anoxic tanks before feeding the new MBR facility. The design incorporates the existing UV channel system for tertiary treatment.

Santa Monica Sustainable Water Infrastructure Project (SWIP) Advanced Water Recycling Facility – Santa Monica, CA

Mr. Najarian served as the Sr. Electrical Engineer for the Advanced Water Treatment Facility (AWTF), a key component of the City of Santa Monica's Sustainable Water Infrastructure Project (SWIP). The AWTF treats a combination of raw wastewater and harvested stormwater, producing 1.0 MGD of purified water for groundwater augmentation. The facility is one of the first to take in raw wastewater, fully oxidize the stream via biological treatment, and provide the pathogen reduction requirements to meet California Title 22 regulations for Indirect Potable Reuse (IPR) of 12 log virus, 10 log cryptosporidium, and 10 log giardia all within one facility. The treatment process consists of a five-barrier stream: membrane bioreactor (MBR), cartridge filtration, reverse osmosis (RO), ultraviolet advanced oxidation process (UVAOP), and chlorine disinfection. UVAOP uses free chlorine as the oxidant to reduce the number of chemicals required on-site, with residual chlorine providing downstream process benefits for chlorine disinfection. The AWTF will be located underneath the City's Civic Center parking lot with the first level below ground serves as the mechanical treatment area and the second level containing the process tanks.

Tuolumne Utilities District Sonora Regional Wastewater Treatment Plant – Sonora, CA

Mr. Najarian is serving as the Sr. Electrical Engineer for the upgrade designs to address Sonora Regional Wastewater Treatment Plant's (SRWWTP) declining effluent performance and increase the capacity to 5.0 MGD of Max Day Flows (MDF) and 10.0 MGD Peak Hour Flows (PHF). The facility will convert the secondary treatment process to an Extended Aeration Activated Sludge (EAAS) process utilizing the Parkson's Biolac® mixing and aeration process. All wastewater flows to the proposed SRWWTP process will be treated by a new headworks, primary screening and grit removal, new dual-train extended aeration activated sludge (EAAS) basins, new secondary clarifiers, new chlorine



SR. ELECTRICAL ENGINEER – Chris Najarian, PE

RELATED EXPERIENCE CONT.



disinfection system, new effluent disk cloth filters and a new sludge dewatering facility. These upgrades will also replace the existing polishing ponds and include a new administration and electrical building, a new headworks and sludge dewatering building and a renovated digestion building where the existing anaerobic digesters will be repurposed into aerobic digesters for solids processing.

Las Virgenes Municipal Water District Tapia Water Reclamation Facility Blower and Aeration Equipment Improvements – Calabasas, CA

As the Sr. Electrical Engineer, Mr. Najarian helped design and review process air improvements which included control panels, instrumentation, aeration blowers and 3-400 HP motors for the Las Virgenes Municipal Water & Triunfo Sanitation District Joint Powers Authority. Site visits and customer meetings helped ensure installations were completed as designed to include all metering and communication equipment were installed as specified. Calculations for voltage drops, harmonics, grounding requirements, breaker sizing, and conduit/wire selection were performed.

Tapia Water Reclamation Facility Sodium Hypochlorite Tank and Piping Replacement – Calabasas, CA

The Las Virgenes Municipal Water District (District) determined that the 12 MGD Tapia Water Reclamation Facility (WRF) sodium hypochlorite (SHC) storage tanks and their associated process pipes had exceeded their useful service life after about 20 years of service. The existing SHC storage tank system used three tanks, with two tanks (Tanks 1 and 2) housed within one building room and one tank (Tank 3) housed in another, for a combined volume close to 20,000-gallons. Mr. Najarian served as the Sr. Electrical Engineer for the design of a new layout to replace the three SHC tanks with four equally-sized Fiberglass Reinforced Plastic (FRP) material tanks based on the current physical design constraints, overall ease in installation, and long-term operation and maintenance for the SHC storage and feed system. This design included new level control equipment, specialized piping, and valving.



City of San Clemente Water Reclamation Facility Process Efficiency Upgrade Projects – San Clemente, CA

PACE has provided consulting, design, construction administration, and controls and integration services for the City of San Clemente on several process efficiency upgrade projects for their 7.0 MGD Water Reclamation Facility (WRF). With goals of gaining efficiency and cutting back on power uses and associated operational costs for the WRF, the City looked to upgrade several aspects of their facility. Such projects included replacing aging infrastructure in both the sludge handling and dewatering process areas, and the secondary aeration processes. Mr. Najarian served as the Sr. Electrical Engineer for sludge thickening process upgrades.

Hyperion Water Reclamation Plant – Playa Del Ray, CA

Mr. Najarian served as the lead Field Service Electrical Engineer on the installation of the water filtration system to supply the boiler feedwater at the new Hyperion Water Reclamation plant. This project included multiple holding tanks, filtration systems and pumps. Tasks included drawing/specification review, coordinating installations, field testing and onsite programming. Sensors for water quality such as conductivity, resistivity, pH and turbidity were installed and calibrated.

PepsiCo Gatorade Bottling Wastewater Treatment System – Oakland, CA

As the lead Field Service Electrical Engineer, Mr. Najarian designed and installed a custom wastewater neutralization system that was able to process influent waste up to 1000 gallons per minute, generated at the PepsiCo Gatorade facility. Special attention was made to ensure the startup of the booster pumps would not cause electrical interference throughout the plant by installing Variable Frequency Drives and line reactors. Programming and installing of multiple chemicals pumps were performed to ensure proper dosing. Mixers, valves and timers were all incorporated on a Human Machine Interface to allow operators safe access to the system process.

Burbank WRP Raw Influent Pump Replacement – Burbank, CA

The City of Burbank seeks to have new raw influent pumps designed and installed at the Wastewater Reclamation Plant (WRP) to increase the pump station capacity, provide better influent flow control, and more reliable pumping for the feed to the downstream treatment processes. The two existing dry-pit type pumps are designed as motor-shaft driven, vertical, non-clog centrifugal pumps, which operate on wet well level and variable frequency drive (VFD) controls, and are each designed to pump 12 MGD @ 24-ft TDH. Based on past correspondence with the operations staff, the aging pumps create a “bottleneck” for the plant influent flow and cannot keep up with the higher raw influent flow rates. Mr. Najarian served as the Sr. Electrical Engineer for the development of a Basis of Design Report (BODR). The BODR was used to provide pump replacement recommendations and the necessary design modification plans/details for the new dry pit submersible-type pump installations.





sr. instrumentation & controls specialist

Ernesto Camarena

EDUCATION

AA / Applied Science, Computer Aided Drafting, ITT Technical Institute, 1993

YEARS OF EXPERIENCE

27+ Years
Joined PACE in 2005

SEMINARS

TESCO New Plant and SCADA Security Regulations, Cell Modem Telemetry via 4G, High Voltage Safety Codes Temecula, 2010

Sage Clear SCADA and SCADAPak Certification Los Angeles, 2009

Ernesto Camarena has automation experience spanning back to 1994. His areas of expertise include controls and automation design for wastewater and water treatment, wells, pump stations, and storage reservoirs. Mr. Camarena's responsibilities include preparing process and instrumentation design, process flow schematics, conceptual design exhibits including termination diagrams, and QA/ QC for the electrical power and controls design. Mr. Camarena is a valuable and unique designer and startup expert of water infrastructure due to his extensive background in hands-on implementation of projects, including panel building, programming, troubleshooting, and installation in the field during construction and operations. Because of his experience in performing water and wastewater related controls designs and installations, Mr. Camarena also is well-versed on water/sewer transport and treatment processes, which enable him to provide complete and accurate process and instrumentation diagrams.

WORK TO BE PERFORMED

- Evaluation of existing systems, recommendations, design, programming, and integration of new systems PLC and SCADA hardware and software
- Development and design of P&IDs
- Integration of new hardware and software with existing platforms

RELATED EXPERIENCE

City of Lathrop Advanced Water Treatment and Recycling Facility Expansion – Lathrop, CA

As the Sr. Instrumentation and Controls Specialist, Mr. Camarena performed programming, installation, and startup services for the expansion of the Lathrop Consolidated Treatment Facility, an MBR wastewater treatment facility, for the City of Lathrop, California. The existing facility was 1.0 MGD and its expanded capacity is 2.5 MGD with an ultimate build-out capacity of 9.0 MGD. Upgrades included new high-speed turbo blower and fine bubble aeration diffuser system.

Mountain House Water Reclamation Facility Expansion – Tracy, CA

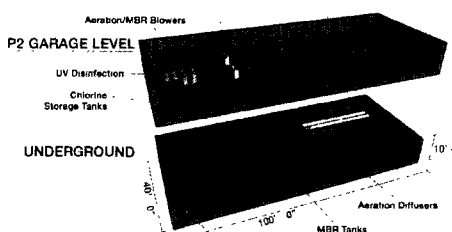
Mr. Camarena served as the Sr. Instrumentation and Controls Specialist for the Phase II 3.0 MGD WRF expansion of an existing 0.45 MGD WRF and process conversion to SBR. He is currently performing integration services for the Phase III 5.4 MGD expansion and conversion to MBR performing programming, installation, and startup services. As part of this expansion, existing blowers are being replaced with high-speed turbo blowers.

Santa Monica Sustainable Water Infrastructure Project (SWIP) Advanced Water Treatment Facility – Santa Monica, CA

The Santa Monica Water Infrastructure Project (SWIP) is helping secure the City of Santa Monica's water future by using the City's existing infrastructure and linking together three new distributed water reuse elements into a single cohesive and comprehensive project to harvest, treat, and reuse non-conventional water resources. The SWIP will deliver reliable advanced treated water to be injected into local groundwater basins for indirect potable reuse via aquifer recharge, while meeting the non-potable reuse demands. Mr. Camarena served as the Sr. Instrumentation and Controls Specialist for the design of the Advanced Water Treatment Facility (AWTF) with a capacity of 1.0 MGD through the use of a Membrane Bioreactor-Reverse Osmosis-UV Advanced Oxidation Process to treat municipal wastewater, stormwater, and dry weather runoff to replenish the groundwater aquifer, making the facility an indirect potable reuse system.

Civita Water Recycling MBR Facility – San Diego, CA

The Civita Water Recycling Facility is a 250,000 GPD MBR facility designed to provide Title 22 recycled water for use in the Civita Development. Mr. Camarena served as the Sr. Instrumentation and Controls Specialist for this unique design that incorporates the treatment facility within two levels of the underground parking structure levels of a 5-story residential/ mixed use building to meet both the treatment and effluent storage needs for the community. The facility is split into two levels with the aeration/MBR blowers, UV disinfection, chlorine storage tanks, pumping and electrical equipment on the upper level and MBR tanks, aeration system and 500,000-gallon effluent storage tank on the lower level. The treated water is applied to community parks, common landscape areas and cooling towers.



SR. INSTRUMENTATION & CONTROLS SPECIALIST – Ernesto Camarena

RELATED EXPERIENCE CONT.



Chumash Water Recycling Facility Evaluation and Expansion – Santa Ynez, CA

As the Sr. Instrumentation and Controls Specialist, Mr. Camarena performed programming, installation, and startup for the Chumash WRF upgrade from 98,000 GPD to a 193,000 GPD MBR facility. In addition to the conversion to the MBR system, the expansion included two new fine screens for removal of solids from influent wastewater, the expansion of the flow equalization tank by hydraulically linking the existing flow equalization tank to the existing transfer tank, retrofit of the existing reactors to provide an anoxic zone, aeration zone, and post anoxic zone, and the design of recirculation equipment to ensure proper biological conditions.

Show Low Wastewater Treatment Plant Upgrades – Show Low, AZ

The City of Show Low commissioned PACE to evaluate, design and assist in implementing the most appropriate and cost effective solutions to upgrade and expand the City's existing WWTP. The new WWTP utilizes an Extended Aeration Activated Sludge (EAAS) process to produce effluent quality that can meet AZ Title 18 BACT effluent limits for Total Nitrogen (TN) of < 10 mg/L. Since the construction was completed, the facility has consistently produced effluent with TN level of less than 3 mg/L (and at times < 1 mg/L). In addition to the new treatment process, a key component to meeting and maintaining consistent effluent quality is the WWTP process control. Mr. Camarena served as the Instrumentation & Controls Specialist to program and integrate the PLC controls and SCADA for the WWTP. Since the WWTP new process requires constant flow and level control in order to maintain proper treatment, a network of PLCs, field instrumentation and SCADA was implemented that allows for tight controls of the process with minimum onsite supervision. PACE's ability to provide both process design and engineering, along with the ability to provide controls integration has made the Show Low WWTP Upgrades Project a great success for the City.

Tuolumne Utilities District Sonora Regional Wastewater Treatment Plant – Sonora, CA

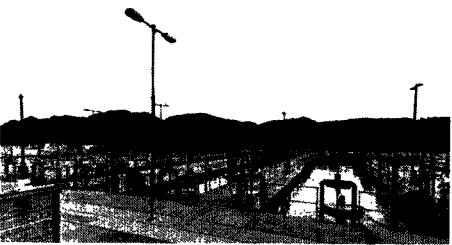
The Sonora Regional Wastewater Treatment Facility (SRWWTF) owned by Tuolumne Utilities District was constructed in 1974 and permitted to handle 2.6 MGD (million gallons per day) average dry weather flow rate. Based on the treatment plant discharge permit, treatment scheme should achieve a 30-day average BOD and TSS (Total suspended solids) levels of less than 30 mg/L. However, summer operations in trickling filters followed by secondary clarification demonstrated a reduction in system performance specifically in BOD and TSS reduction. Mr. Camarena served as the Sr. Instrumentation and Controls Specialist for the concept development for the Tuolumne Utilities District to retrofit the existing open pond into Parkson "Biolac" basins containing modern swing air diffusers with hydraulic retention times of 24-36 hours, with more efficient waste processing and flexibility with varying inflows. This upgraded Biolac system freeboard in the secondary process allows equalization of flows within the basin, eliminating the need for offline equalization, as well as providing the ability to treat lower flows when the basin level was decreased intentionally. As a result, this new process will enhance processing capacity, performance, efficiency, and optimization.

Winslow Wastewater Treatment Plant Renovations – Winslow, AZ

Mr. Camarena served as the Sr. Instrumentation and Controls Specialist for the Winslow WWTP renovation project. PACE developed a facility phasing plan that will be used to implement any recommended upgrades to the existing plant. PACE identified options that will reduce current O&M costs, reduce capital improvement costs, and improve effluent quality without triggering regulatory delays due to existing permits.

Las Virgenes Municipal Water District Tapia Water Reclamation Facility Blower and Aeration Equipment Improvements – Calabasas, CA

Mr. Camarena served as the Sr. Instrumentation and Controls Specialist for the design and design support during construction for numerous projects at the Tapia Water Reclamation Facility (WRF), Rancho Las Virgenes Composting Facility, and other District Facilities for the Las Virgenes Municipal Water District (District). The District wanted to improve the efficiency and reduce operational costs of the existing 12 MGD Tapia Water Reclamation Facility by implementing new blower and aeration equipment which improves energy and operational efficiency while reducing maintenance costs. Mr. Camarena worked on the O&M manuals and SCADA data (DO Profiles) as well as spent time with the Operations Staff to better understand the challenges and identify any ancillary issues.



San Clemente WRP Aeration Evaluation and Blower Upgrades – San Clemente, CA

As the Instrumentation and Controls Specialist, Mr. Camarena provided a significant programming overhaul to optimize the new blower system within the City's existing DO control system, and improved aeration efficiency and lowered power consumption. Mr. Camarena worked around the clock to achieve more than 15% reduction in the plant's overall power use, which reduced annual energy consumption by more than 650,000 kW/hrs per year, and reduced demand charges by 75 kW per month netting \$130K in annual energy savings.

City of Santa Paula Advanced Water Treatment and Recycling Facility – Santa Paula, CA

Mr. Camarena served as the Sr. Instrumentation and Controls Specialist for the design of the Santa Paula Advanced Water Treatment and Recycling Facility, which features all-enclosed treatment made possible by innovative common-wall design and creative redundancy features. The design, permitting, and construction of this large MBR facility

SR. INSTRUMENTATION & CONTROLS SPECIALIST – Ernesto Camarena

RELATED EXPERIENCE CONT.

was completed in a total of 18 months through a design-build-operate-finance (DBOF) delivery method where PACE served as the engineer-of-record. The state-of-the-art 4.2 MGD MBR treatment facility ensures a neighbor-friendly facility both in terms of aesthetics and odor. The treated effluent meets California's stringent Title 22 effluent requirements with 0.2 NTU turbidity allowing groundwater recharge.



Somerton Wastewater Treatment Plant Phase III Expansion – Somerton, AZ

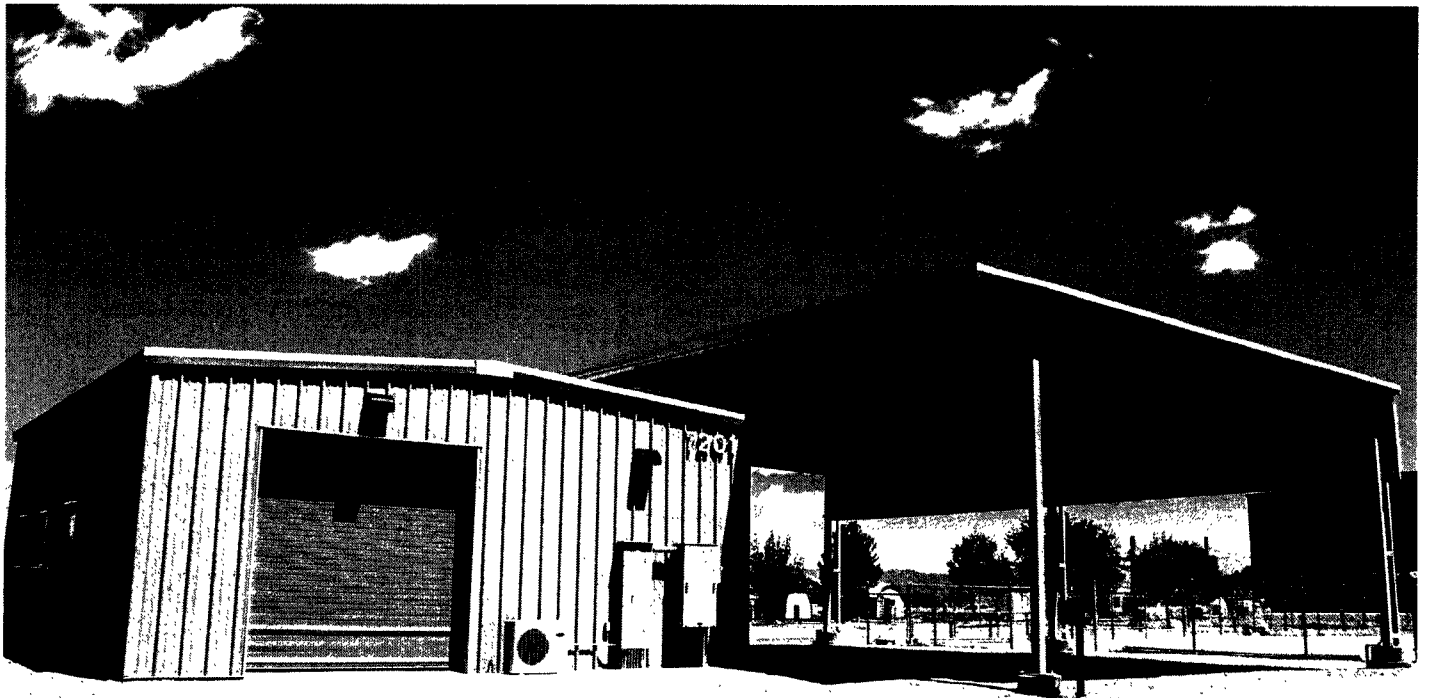
Mr. Camarena provided complete process and instrumentation diagrams for the City of Somerton's wastewater treatment facility expansion from 0.8 MGD to 1.6 MGD. The previous plant was a 0.8 MGD biological aeration process plant using SBR technology. PACE value engineered the original plan which called for 0.4 MGD expansion at a \$6.2 million budget. PACE modified the original plan to utilize the 4-stage Continuous Flow Biological Nutrient Removal (BNR) Process and will be designed to have a flow capacity of 1.8 MGD when completed for the same budget, producing the following benefits: an additional 1.0 MGD of capacity instead of 0.4 MGD, creating 1.0 MGD at under \$7/gallon versus the original 0.4 MGD at over \$15/gallon, and reduced land use by conversion of the facility's process and using existing tankage instead of duplicating and constructing four new SBR tanks.

Sundance Water Reclamation Facility – Buckeye, AZ

Mr. Camarena served as the Sr. Instrumentation and Controls Specialist for the design services under a Design-Build-Operate (DBO) contract for a WRF for the Sundance residential master-planned community. The facility was constructed in two phases. Phase 1, with a 1.2 MGD capacity provided advanced biological treatment and producing Class A+ effluent for reuse and remained in service during the construction of the Phase 2 expansion. Phase 2 expanded the capacity to 3.4 MGD. A design highlight included the reduction of traditional SBR sludge output by 50 percent.

Sierra Vista Environmental Operations Park (EOP) – Sierra Vista, AZ

Mr. Camarena provided complete process and instrumentation diagrams for the design of a 4 MGD multi-cell advanced secondary lagoon treatment system. He coordinated the general location of all equipment and instrumentation with the electrical designer, and provided quality analysis and quality control of the entire set of complete electrical plans. Mr. Camarena also provided specifications for hardware and equipment, and reviewed and approved construction submittals.





sr. cad designer

Thomas (Tom) Gutierrez

EDUCATION

AA / Applied Science, Computer Aided Drafting Technology, ITT Technical Institute, 1994

YEARS OF EXPERIENCE

27+ years
Joined PACE in 2001
With others more than 7 years

Thomas Gutierrez has more than 27 years of experience in design and preparation of mechanical plans, sections and details for engineered construction documents within the wastewater and water industry. He has in-depth knowledge of mechanical systems layout, mechanical assemblies, fittings, valving, pipe materials and ratings, site grading, drainage, and utility plan/profile design (pressure and gravity systems). Mr. Gutierrez also has in-depth experience with design of mechanical 3D models of wastewater treatment plants for construction drawings. His 3D design and modeling experience includes design and draft BIM-ready civil 3D pipe networks, surface models, grading and basic corridors for earthwork calculations and cross sections, process piping for complete plant layouts, and mechanical process equipment (i.e. blowers, pumps, etc.). Mr. Gutierrez is an advanced user of Autodesk AutoCAD, Civil 3D, and MEP. He has also has the responsibility of directing CAD staff and engineers to ensure project documents are accurate, professional and meet project goals. He is responsible for communicating with engineers and production staff to ensure all needs are met, this includes support, training and solving critical task obstacles.

WORK TO BE PERFORMED

- Development of engineering construction documents
- Mechanical 3D models
- Mechanical systems layout, mechanical process equipment layouts, mechanical assemblies, fittings, valving, pipe materials and ratings
- Site grading design
- Design drafting QA/QC

RELATED EXPERIENCE

City of Lathrop Advanced Water Treatment and Recycling Facility Expansion – Lathrop, CA

Mr. Gutierrez prepared the design and construction documents for the expansion of the Lathrop Consolidated Treatment Facility, an MBR wastewater treatment facility, for the City of Lathrop, CA. Mr. Gutierrez led all CAD design and oversaw the team producing all design plans.

Mountain House Water Reclamation Facility Expansion – Tracy, CA

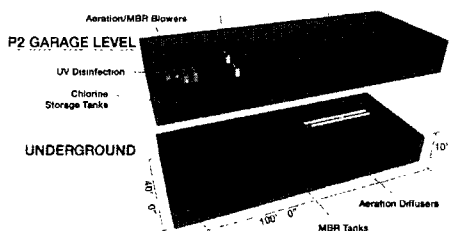
Mr. Gutierrez was Production Manager for the 3.0 MGD WRF expansion of an existing 0.45 MGD WRF. He is currently serving as Production Manager / Sr. CAD Designer for the Phase III expansion to 5.0 MGD featuring a process conversion to MBR and includes an upgrade to high-speed turbo blowers.

Santa Paula Water Recycling Facility – Santa Paula, CA

Mr. Gutierrez served as Sr. CAD Designer for the design of the Santa Paula Water Recycling Facility (WRF). The existing wastewater treatment plant had reached the end of its service life and was no longer in compliance with current regulatory requirements. The City has replaced the existing facility with a new WRF and percolation basin effluent disposal system. Mr. Gutierrez coordinated the CAD plan set of the civil, grading, mechanical, and utility plans for the duration of the project. The Santa Paula WRF is designed as a Membrane Bio Reactor (MBR) with an initial capacity of 3.4 MGD and readily expandable to 4.2 MGD to meet wastewater flow projections for the year 2025. The Santa Paula WRF is the largest Koch MBR facility in the United States. It is also the first DBOF municipal WRF in California.

Civita Water Recycling MBR Facility – San Diego, CA

The Civita Water Recycling Facility is a 250,000 GPD MBR facility designed to provide Title 22 recycled water for use in the Civita Development. Mr. Gutierrez served as the Sr. CAD Designer for this unique design that incorporates the treatment facility within two levels of the underground parking structure levels of a 5-story residential/mixed use building to meet both the treatment and effluent storage needs for the community. The facility is split into two levels with the aeration/MBR blowers, UV disinfection, chlorine storage tanks, pumping and electrical equipment on the upper level and MBR tanks, aeration system and 500,000-gallon effluent storage tank on the lower level. The treated water is applied to community parks, common landscape areas and cooling towers.



SR. CAD DESIGNER – Thomas Gutierrez

RELATED EXPERIENCE CONT.



Chumash Water Reclamation Facility Expansion – Santa Ynez, CA

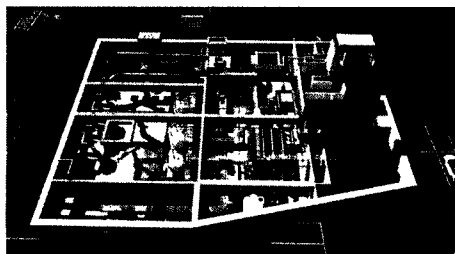
Mr. Gutierrez led all CAD design and oversaw the team producing all design plans for the Chumash WFR MBR of 200,000 GPD. Mr. Gutierrez ensured QA/QC review for accuracy and ease of interpretation on all products.

Show Low Wastewater Treatment Plant Evaluation and Expansion – Show Low, AZ

The City of Show Low commissioned PACE to evaluate, design and assist in implementing the most appropriate and cost effective solutions to upgrade and expand the City's existing WWTP. The new WWTP utilizes an Extended Aeration Activated Sludge (EAAS) process to produce effluent quality that can meet AZ Title 18 BADCCT effluent limits for Total Nitrogen (TN) of < 10 mg/L. Since the construction was completed, the facility has consistently produced effluent with TN level of less than 3 mg/L (and at times < 1 mg/L). In addition to the new treatment process, a key component to meeting and maintaining consistent effluent quality is the WWTP process control. Mr. Gutierrez served as the Sr. CAD Designer for the design of the Show Low WWTP Upgrades.

Tapia WRF Process Air Improvements – Calabasas, CA

Mr. Gutierrez served as the Sr. CAD Designer for the Tapia WRF Process Air Improvements. The goal of the project was to improve the efficiency and reduce operational costs of the existing 12 MGD Tapia Water Reclamation Facility by implementing new blower and aeration equipment which improves energy and operational efficiency while reducing maintenance costs. Design elements included upgrades to the process air system including (3) new 400 HP, 480V Sulzer Magnetic Bearing Blowers; upgrades the aeration system included the installation of over 60 retrievable, OTT fine bubble aeration grids; and electrical gear conversion from 4160 medium voltage to 480 low voltage system. The Tapia WRF Process Air Improvement Project was awarded the APWA 2020 Best Award, the CWEA 2019-2020 LAB Engineering Achievement Award, and the ACEC 2021 Engineering Excellence Award.



Santa Monica Sustainable Water Infrastructure Project (SWIP) Advanced Water Recycling Facility – Santa Monica, CA

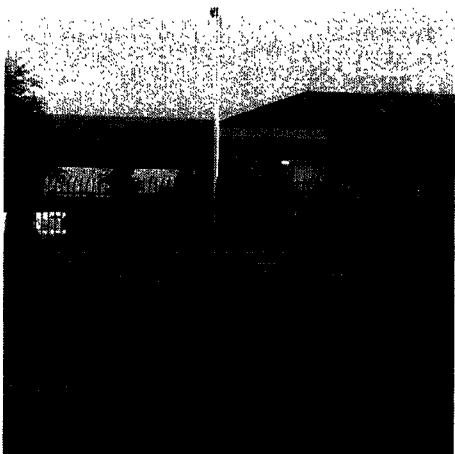
Mr. served as Sr. CAD Designer, overseeing the CAD plan production of the Advanced Water Treatment Facility (AWTF). The AWTF treats a combination of raw wastewater and harvested stormwater, producing 1.0 MGD of purified water for groundwater augmentation. The facility is one of the first to take in raw wastewater, fully oxidize the stream via biological treatment, and provide the pathogen reduction requirements to meet California Title 22 regulations for Indirect Potable Reuse (IPR) of 12 log virus, 10 log cryptosporidium, and 10 log giardia all within one facility. The treatment process consists of a five-barrier stream: membrane bioreactor (MBR), cartridge filtration, reverse osmosis (RO), ultraviolet advanced oxidation process (UVAOP), and chlorine disinfection.

Grizzly Ranch Water Reclamation Facility – Portola, CA

Mr. Gutierrez facilitated the production of all of the CAD drawings for the Grizzly Ranch WRF design. The WRF treats and reclaims wastewater flows from a proposed residential and commercial development in Plumas County, CA. Phase I of the WRF was designed to reclaim 40,000 gallons per day (GPD) Maximum Month Daily flow (MMDF).

San Clemente WRP Aeration Blowers Replacement – San Clemente, CA

The City of San Clemente has undertaken several projects within the last 10 years to improve process efficiency and reduce power consumption at the facility with the goal of reducing operation costs. PACE was contracted to evaluate and assist the City staff in selecting, designing, and implementing the most appropriate technology for replacement / upgrade of the existing main aeration blowers. Mr. Gutierrez was the CAD specialist, and developed a 3D model, which allowed the City Staff and design team to visualize the completed installation, and quickly identify potential construction and operational conflicts.



Palm Valley Water Reclamation Facility – Litchfield Park, AZ

Mr. Gutierrez was Sr. CAD Designer for the design as a subconsultant to PERC Water for the 4.1 MGD (expandable to 8.2 MGD) water reclamation facility for the Litchfield Park Service Co (LPSCO). The DBO approach used on the project allowed the utility to implement ADEQ Class A+ treatment including a peak 24 MGD sewer lift station in less than 18 months from start design to construction completion at 30% less cost than constructing an expansion to the City of Goodyear's existing treatment plant. The facility features advanced biological nutrient removal, Aqua-disk filtration, UV disinfection and an Auto Thermophilic Aerobic Digestion (ATAD) process for EPA Class A bio-solids. Mr. Matthews was responsible for all engineering aspects of the project including design, construction services, start-up assistance and permitting of the facility which now treats an excess of 4.0 MGD for direct groundwater recharge.

Sundance Water Reclamation Facility – Buckeye, AZ

Mr. Gutierrez was the Sr. CAD Designer for the design services under a Design-Build-Operate (DBO) contract for a WRF for the Sundance residential master-planned community. The facility was constructed in two phases. Phase 1, with a 1.2 MGD capacity provided advanced biological treatment and producing Class A+ effluent for reuse and remained in service during the construction of the Phase 2 expansion. Phase 2 expanded the capacity to 3.4 MGD. A design highlight included the reduction of traditional SBR sludge output by 50 percent.



vice president



James
Vickers, PE

EDUCATION

BS Chemical Engineering, Youngstown State University, 1982

MS Engineering Management, George Washington University, 1991

YEARS OF EXPERIENCE

33 Years
17 Years with SPI

REGISTRATIONS

Registered Professional Engineer in California, Arizona, Oregon, Texas & Virginia

AFFILIATIONS

AWWA, AMTA

Mr. Vickers is a nationally recognized authority in microfiltration and ultrafiltration membrane treatment processes used for municipal water treatment. His expertise covers over 28 years with hollow fiber MF/UF/NF/RO membrane technology including membrane procurement, piloting, design, commissioning and operational support obtained through experience with over 75 projects including Universal Membrane Systems. Mr. Vickers is a primary reviewer of the AWWA MF and UF Manual of Practice (MOP) and author of the chapters on membrane system design and cost. He is also one of the primary authors of the Guidance Manual for Membrane Filtration in support of the LT2ESTWR. Mr. Vickers is the former chair of the AWWA Membrane Process Committee.

WORK TO BE PERFORMED

- MBR process design refinement
- MBR equipment selection

RELATED EXPERIENCE

OCWD Groundwater Replenishment System – Orange County, CA

Final Expansion Project – Jim is currently assisting the District as a Project Advisor/Extension of District Staff for the design of the 30 mgd Final Expansion (130 mgd total) Project. The Microfiltration and Reverse Osmosis systems will be expanded to treat secondary effluent for injection into the seawater intrusion barrier and for aquifer recharge using a combination of Effluent from OCSD Plant 1 and Plant 2. His responsibilities included preparation of procurement documents, review of project Technical Memorandums and other deliverables developed during the design engineer.

Hamby Reclamation Project – Abilene, TX

Project Manager – Jim was the Project Manager for the design of a new 4.5 mgd RO system in order to reduce salinity in recycled wastewater that will be used as part of a drinking water supply. The RO operates on the filtrate of an MBR system. SPI was the sub-consultant for the various phases of the RO system including, Conceptual Design, Detailed Design, and Construction Phase Services and start up.

OCWD Groundwater Replenishment System – Orange County, CA

Operational Support Services – SPI has provided operational support services to the OCWD since 1980, and Jim is the current project manager for these activities. Jim reviews the operational data associated with microfiltration and reverse osmosis system operation and has assisted the District in identifying and correcting on-going issues with equipment processes and information management associated with the facility as an extension of staff. SPI also provides training services to OCWD staff, with Jim being the primary person responsible for the development and presentation of training information.

OCWD Groundwater Replenishment System – Orange County, CA

Initial Expansion Project Construction Manager (Subcontractor) – Jim assisted with the construction and start-up of the 30 mgd expansion (100 mgd total) Microfiltration and Reverse Osmosis system to treat secondary effluent for injection into the seawater intrusion barrier and for aquifer recharge. His responsibilities included oversight of the start up for microfiltration reverse osmosis and chemical feed systems.

OCWD Groundwater Replenishment System – Orange County, CA

Project Advisor – Jim assisted with the planning, pilot testing, design, construction and startup of an 86mgd Microfiltration and 70mgd Reverse Osmosis system to treat secondary effluent for injection into the seawater intrusion barrier and for aquifer recharge. His responsibilities included development of the microfiltration procurement documents for the 86mgd membrane treatment facility.

VICE PRESIDENT – James Vickers, PE

RELATED EXPERIENCE CONT.**OCWD Groundwater Replenishment System – Orange County, CA**

SARI Feasibility Study Water Quality Specialist (Subcontractor) – Jim is assisting with analysis of alternatives necessary to expand the GWRS system from 100 mgd to 130 mgd. Microfiltration and Reverse Osmosis and Advanced oxidation will be used to system to treat secondary effluent for injection into the seawater intrusion barrier and for aquifer recharge. His responsibilities included analysis and commentary regarding the water quality available from OCSD's Plant 1 and Plant 2 to determine the impact on MF and RO processes as a function of water quality.

West Basin Municipal Water District Phase V Expansion Project Retrofit

Procurement Specialist/Design Engineer – Jim assisted with the negotiation and evaluation for the addition of 2 x 140 module Pall Microfiltration membrane units and 2 x 1.0 mgd MF trailers that will be used by West Basin for the production of recycled water prior to Reverse Osmosis. Currently SPI is providing services as a subconsultant during the design phase and construction of the Phase V project expansion and will oversee the commissioning of the system.

Monterey Regional Water Pollution Control Authority Advanced Water Treatment Facility – Monterey, CA

Technical Specialist – Developed plans and specifications for the procurement of a 6 mgd Universal Membrane Filtration system designed to accommodate membranes from 4 different suppliers (Pall, Toray, Dow, Scinor). Prepared the technical specification, developed programming and control requirements and selected equipment to satisfy the individual requirements.

Yucaipa Valley Water District Recycled Water Project Permitting – Yucaipa, CA

Project Manager – Jim was the Project Manager for the permitting of a new 4.0 mgd recycled water system which is partially treated with RO system in order to reduce salinity in the recycled water in order to achieve groundwater basing objective. SPI was the prime consultant for the various phases of the project including, Conceptual Paper Development, Discussion with permitting authorities, development of water quality information (including Constituents of Emerging Concern (CEC's)) and the development of an outline for permitting of the system.

Yucaipa Valley Water District Oak Valley Water Reclamation Facility – Yucaipa, CA

Project Manager – Jim designed a new 2.5mgd MBR system in order to produced reclaimed water for the District. SPI was the prime consultant to the District until the 60% design at which point the project was placed on hold due to economic circumstances.

West Basin Municipal Water District Edward C. Little Water Recycling Facility – Los Angeles, CA

Project Advisor – Jim was the Project Advisor and principal investigator with the characterization of MF feed and filtrate samples using advanced analytical techniques including Fluorescence Excitation-Emission (F-EEM) Spectroscopy and Size Exclusion Chromatography (SEC) with UV and DOC detection. Mr. Vickers characterized feed water characteristics and changes to feed water quality that resulted in membrane fouling.



vice president



Charles
Cruz, PE

EDUCATION

BS Chemical Engineering, Stanford University, 1985
MS Civil Engineering, Stanford University, 1992

YEARS OF EXPERIENCE

29 Years
12 Years with SPI

REGISTRATIONS

Professional Engineer, Civil, California

AFFILIATIONS

Water Environment Federation

Mr. Cruz is a registered Civil Engineer and a Vice President at SPI. He has experience in the design of water, wastewater and water reuse facilities. His assignments have included detailed design, pilot testing, equipment procurement, equipment selection, life-cycle evaluations, feasibility studies, and construction services. He has experience with advanced treatment technologies and equipment including membrane filtration, membrane bioreactors, ozone, reverse osmosis, granular activated carbon, and UV as well as conventional water treatment technologies.

WORK TO BE PERFORMED

- MBR process design refinement
- MBR equipment selection

RELATED EXPERIENCE

Phase 2 Expansion of Consolidated Treatment Facility – Lathrop, CA

Project Manager – Mr. Cruz was responsible for the membrane system preselection and detailed design for a 2.5 mgd average flow membrane bioreactor facility that will produce California Title 22 recycled water. He developed and administered the membrane preselection process, and oversaw the design and construction bid document preparation of the membrane filtration system and associated ancillary facilities.

Post Falls Water Reclamation Facility Pilot Study – Post Falls, ID

Project Manager – Charles was the project manager for the membrane filtration component of a 6-month pilot study to evaluate high rate clarification and membranes for a planned 5.2 mgd tertiary wastewater treatment system at an existing water reclamation facility. A primary goal of the tertiary treatment is to achieve ultra-low phosphorus removal for regulatory compliance and recycled water use. He prepared technical memorandums on membrane supplier screening and universal membrane systems to assist with selection of membrane suppliers to participate in the pilot study. Mr. Cruz oversaw preparation of a request for qualification for membrane suppliers and the membrane pilot study work plan. He assisted with pilot design, construction, operation, data evaluation, and pilot study report. Charles will lead the procurement effort for the full-scale universal membrane filtration system.

Hamby Wastewater Treatment Plant Improvements – Abilene, TX

Project Manager – Charles was the project manager for a 6-month pilot study to evaluate reverse osmosis for water reuse. The pilot study included a ceramic microfiltration membrane pilot system and a 3-stage reverse osmosis pilot system. Feed water for the pilot study was secondary effluent from the Hamby Wastewater Treatment Plant. The study included evaluating reverse osmosis performance on a microfiltered stream as well as Direct Osmosis-High Salinity (DOHS) cleaning.

Upper Skagit Indian Tribe Helmick Road Reservation Wastewater Treatment Plant – Sedro-Woolley, WA

Project Manager – Charles prepared the proposal contract and technical specifications for procurement of a 20,000 gpd average/100,000 gpd peak flow membrane bioreactor system. The treatment plant was designed to meet State of Washington Class A reclaimed water standards. He also provided assistance with the membrane component of the detailed design.

Evergreen Valley Utilities Evergreen Valley Water Reclamation Facility – Cle Elum, WA

Project Manager – Charles was the project manager for the design of a 33,000 gpd average flow water reclamation facility that will employ membrane bioreactor and ultraviolet disinfection systems to produce State of Washington Class A reclaimed water. He prepared the comprehensive sewer plan and engineering report for the project per the State of Washington regulatory requirements. He developed the membrane bioreactor procurement documents and coordinated the design with the system supplier. He oversaw design of the entire facility which was to be delivered as an Owner-Build project.

VICE PRESIDENT – Charles Cruz, PE

RELATED EXPERIENCE CONT.**OCWD Groundwater Replenishment System – Fountain Valley, CA (2000-2003)**

Project Manager for CDM – This project provided advanced treatment for up to 130 mgd of secondary wastewater effluent from Orange County Sanitation District using microfiltration followed by reverse osmosis and ultraviolet disinfection. Mr. Cruz was the project manager for the chemical systems design component. Chemical systems for the project included polymer, sodium hypochlorite, sulfuric acid, corrosion inhibitor, hydrogen peroxide, sodium bisulfite and sodium hydroxide. Responsibilities included overseeing the design efforts of the design team and coordination with various engineering disciplines and subcontractors. Mr. Cruz also coordinated production of the P&ID's, standard details, and specifications for the design. Mr. Cruz provided construction services assistance for the chemical systems component of the project.

Wastewater Treatment Plant Expansion – Filer, ID (2007-2013)

Project Manager – Charles prepared membrane bioreactor supplier screening evaluation and contract documents for procurement of a 0.3 mgd average/0.99 mgd peak flow membrane bioreactor system. The plant will initially produce reclaimed water to meet Idaho Class B reclaimed water requirements, with future expansion/upgrades to meet Class A reclaimed water standards. Charles provided membrane procurement contract administration, membrane bioreactor system design review, and construction, commissioning, start-up and operations services.

Valley Center Municipal Water District**Woods Valley Water Reclamation Facility - MBR System Evaluation – Valley Center, CA (2011-2012)**

Project Manager – Charles provided support in negotiating warranty claims with the membrane vendor to allow for successful replacement of inferior membrane product for a 104,000 gpd MBR system. The original membranes were not performing and could only achieve approximately half of the plant's rated capacity. Mr. Cruz developed a periodic clean water flux testing protocol to confirm that the replacement membranes meet the requirements of the contract. He also inspected the membrane installation and the control system modifications to verify proper installation.

Ironhouse Sanitary District**Wastewater Treatment Plant Expansion Project – Oakley, CA (2007-2008)**

Project Manager – Charles prepared the bid plans and specifications for procurement of a 5.4 mgd average/9.6 mgd peak flow membrane bioreactor system. Bid documents were prepared in compliance with California Public Contract Code. He also assisted with the facility layout and provided review of the membrane bioreactor system detailed design.

Wastewater Treatment Plant Upgrades Project – Healdsburg, CA (2005-2006)

Project Engineer – Charles prepared plans and specifications for the procurement of a 1.6 mgd average/4.0 mgd peak flow membrane bioreactor system. He assisted with facility planning and layout and developed MBR system evaluation criteria. He also provided review of the membrane bioreactor system detailed design and performed membrane system shop drawing review.



principal structural engineer



Jack M.
Koehler,
PE, SE

EDUCATION

BS Engineering, Arizona State University, 1981 plus
Structural Engineering Graduate Studies, ASU
MBA Business, University of Phoenix, 1984

YEARS OF EXPERIENCE

40 Years
Founded PK in 1992

REGISTRATIONS

Structural Engineer:
Arizona #19304 California, Illinois, Nevada, Washington
Civil Engineer: California, Nevada
Washington
Professional Engineer: Arizona
Arkansas, Michigan, New York Oklahoma, West Virginia
City of Phoenix Planning and Development Department
Self-Certification Plan Check Program Registration #0055

AFFILIATIONS

American Institute of Steel Construction
Structural Engineers Association of Arizona
Pre-Stressed Concrete Institute



Jack Koehler has practiced structural engineering for 40 years and will serve as Principal-in-Charge. His extensive experience includes engineering design, project management, value engineering and peer reviews. He is known for his expert knowledge of structural systems and cost-effective applications; his creative thinking abilities have saved owners millions of dollars in construction costs.

WORK TO BE PERFORMED

- Structural project management
- Lead development of structural construction documents
- Coordinate with design team
- Oversee structural analysis
- Oversee structural construction administration
- Perform structural observations during construction

RELATED EXPERIENCE

City of Lathrop Advanced Water Treatment and Recycling Facility Expansion – Lathrop, CA
Expansion of MBR WRP from 1.0 MGD to 2.5 MGD, with an ultimate build-out capacity of 9.0 MGD. Included the design for a 1-story, 6,000 SF steel frame administration building, and a 4,000 SF steel frame headworks building adjacent to a below-grade process tank (84' x 234' x 14').

Sonora Regional Wastewater Treatment Plant Expansion – Sonora, CA
Expansion included an administration building, a headworks building, two 65'-diameter clarifiers, and a filter and chlorine contact basin. These new facilities have the capacity to handle up to 2.5 MGD.

Mountain House Water Reclamation Facility Expansion – Mountain House, CA
Expansion of existing influent lift station included new headworks/dewatering building over 4 below-grade digester tanks, 5,500 SF headworks/gait removal structure, influent control structure, CIP concrete structural divider walls in two tanks, and 13,000 SF MBR process structure. These new facilities add a capacity of up to 5.4 MGD.

City of Adelanto Wastewater Treatment Plant Upgrades – Adelanto, CA
Upgrades to increase capacity from 1.8 MGD to 4.0 MGD included two new 70' diameter clarifiers, and concrete design for tank and pump building including foundation.

Sundance Water Reclamation Facility Expansion Phases A & B – Buckeye, AZ
Expansion A included the design of an additional 1.2 MGD facility (80'x160'x24') and 1-story masonry and steel framed building over 20'x40' concrete structure. Expansion B included the design of 2.4 MGD facility (160'x160'x24') with 1-story masonry and steel framed building on top.

Quartzsite WWTP Expansion – Quartzsite, AZ
Expansion of the WWTP included the addition of a new concrete divider wall at existing Sequencing Batch Reactor (SBR) basin, catwalk framing over new divider wall, new wall at perimeter of existing SBR basin, supports for crane, new sludge drying beds (masonry walls and concrete loader ramp slabs), equipment pads on grade, foundations for prefabricated metal building at blowers, addition of fourth block wall to existing electrical room, foundation for crane at lift station, and foundation for relocated existing canopy.

Winslow WWTP Expansion – Winslow, AZ
Expansion including two concrete clarifier tanks, below grade RAS/WAS pump station, flow equalization basin, below grade flow equalization basin pump station, slab on grade for headworks (screen), blower equipment pads and foundations and slab on grade for pre-manufactured metal building.

Somerton Wastewater Treatment Plant Upgrade – Somerton, AZ
Addition of 3' x 6' x 140' concrete channel to the side of the existing tank, two new 50' clarifiers with steel bridge connection to RAS/WAS pump station, and a new solids dewatering building



project manager



James Appleyard

EDUCATION

BS Civil Engineering, Minor in Mathematics, Seattle University

YEARS OF EXPERIENCE

10 Years with PKA
10 Years in Industry

REGISTRATIONS

Professional Engineer: Arizona, #70374

AFFILIATIONS

Structural Engineers Association of Arizona

James Appleyard has 10 years of experience as a structural designer with expertise in water, wastewater collection and treatment system structures. His responsibilities include structural design and analysis, calculations and structural details, and construction administration.

WORK TO BE PERFORMED

- Structural engineering
- Development of structural construction documents
- Coordinate with design team
- Structural analysis
- Structural construction administration
- Structural observations during construction

RELATED EXPERIENCE

Sonora Regional Wastewater Treatment Plant Expansion – Sonora, CA

Expansion included an administration building, a headworks building, two 65'-diameter clarifiers, and a filter and chlorine contact basin. These new facilities have the capacity to handle up to 2.5 MGD

Mountain House Water Reclamation Facility Expansion – Mountain House, CA

Expansion of existing influent lift station included new headworks/dewatering building over 4 below-grade digester tanks, 5,500 SF headworks/gait removal structure, influent control structure, CIP concrete structural divider walls in two tanks, and 13,000 SF MBR process structure. These new facilities add a capacity of up to 5.4 MGD.

Vista Canyon Water Reclamation Plant – Santa Clarita, CA

WRP consisting of a below-grade concrete tank (with catwalks at grade level) directly adjacent to three below-grade concrete tanks with an above grade building for office, electrical room and mechanical room, as well as a steel framed canopy and façade walls at exposed tank. This plant has a capacity of 400,000 Gallons Per Day.

Peck Reservoir Pump Station – Huntington Beach, CA

Structural design and calculations for 532 SF control and security building, 840 SF electrical building, and new motor support platform and catwalks.

City of Pacific Grove WRF – Pacific Grove, CA

Structural design of a new water reclamation facility, which consisted of concrete tanks, an office/electrical room, and a mechanical process room. Construction type is concrete walls with a concrete deck above the aeration tanks for the screens with a parapet around the perimeter.

Ridgemoor Pump Station – Riverside County, CA

Structural calculations for 3,000 gallon surge tank equipment pad, 750 gallon surge tank equipment pad, 150 kw generator equipment pad, concrete base/encasement for vertical turbine pump, light pole foundations, and electrical shade structure.

Lake 1 Pump Station, Westlake – Stockton, CA

Structural plans and calculations for two identical 900 SF enclosed pump stations over a 660 SF below grade precast concrete tank.

Rindge Lane Pump Station Assessment – Redondo Beach, CA

Structural assessment and report of findings of the existing wet well. Design of a new wet well adjacent to the existing wet well, a new electrical room and generator room on top of the existing wet well, and design of repairs to the existing wet well in order to support the new rooms above.

Earvin Magic Johnson Park Urban Runoff Water Recycling System – Willowbrook, CA

Structural design and detail of diversion box, cast in place pump station with low flow portion and grouted shapes within. Masonry screen wall with architectural texture, two wet wells and building. A 30'x30'x15'H building sits half on and half off two 12'x12'x15'D wet wells.

South Lathrop Stormwater Pump – Lathrop, CA

Structural design of 650 SF below grade CIP concrete pump station and a 1,200 SF one story steel framed building.





architectural manager



KHANH DOAN, will serve as the Senior Designer of your proposed project. He currently directs the firm's design direction. He will administer the architectural design team and serves as the point-of-contact. Mr. Doan brings extensive personal experience in wastewater treatment facilities. His proactive approach, responsiveness to client needs, and talent to lead problem-solving staff result in successful projects.

Khanh
Doan

EDUCATION

Bachelor of Architecture
Cal Poly, Pomona, CA

YEARS OF EXPERIENCE

20 years

REGISTRATIONS

A258769

AFFILIATIONS

AIA, LEED AP

WORK TO BE PERFORMED

- Building layout and design concept
- Code compliance
- Building aesthetics
- Colors & materials
- Specifications

RELATED EXPERIENCE

City of Lathrop Consolidated Treatment Facility – Lathrop, California

Mr. Doan provided architecture design services for the City of Lathrop's MBR Consolidated Treatment Facility (CTF) expanding the existing CTF from 1.0 MGD to 2.5 MGD with an ultimate build-out capacity of 9.0 MGD that produces high-quality recycled water with a streamlined advanced treatment process layout for ease of operation. The design included a new secondary and MBR treatment system accessed at grade level with an integrated process mechanical design that minimized valving and pumping that improves process treatment simplicity and makes the unit processes visible to operators.

Mountain House Water Recycling Facility / Phase Iii Expansion – Tracy, California

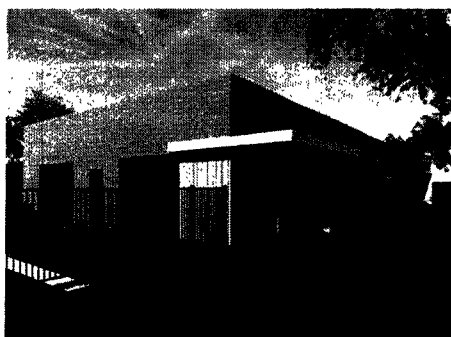
Mr. Doan provided architecture design services for the Phase III expansion that brought the WRF to a 5.4 MGD capacity. The secondary treatment process was converted from a Sequential Batch Reactor (SBR) to membrane bio-reactor meeting the existing waste discharge requirements to comply with the stringent California Title 22 Recycled Water Requirements. Utilizing the existing infrastructure, the existing SBR process tanks were re-purposed and subdivided the into anoxic, oxic, and post-anoxic tanks before feeding the new MBR facility.

Tuolumne County Wastewater Treatment System – Sonora, California

Mr. Doan provided architecture design services for the upgraded design of the 2.6 MGD Average Daily Flows (ADF) Sonora Regional Wastewater Treatment Plant (SRWWTP) to address the facility's declining effluent performance. To improve the facility's functionality and performance, the upgrades increase the capacity to 5.0 MGD of Max Day Flows (MDF) and 10.0 MGD Peak Hour Flows (PHF) and will convert the secondary treatment process to an Extended Aeration Activated Sludge (EAAS) process utilizing the Parkson's Biolac® mixing and aeration process. All wastewater flows to the proposed SRWWTP process will be treated by a new headworks, primary screening and grit removal, new dual-train extended aeration activated sludge (EAAS) basins, new secondary clarifiers, new chlorine disinfection system, new effluent disk cloth filters and a new sludge dewatering facility. These upgrades will also replace the existing polishing ponds and include a new administration and electrical building, a new headworks and sludge dewatering building and a renovated digestion building where the existing anaerobic digesters will be repurposed into aerobic digesters for solids processing.

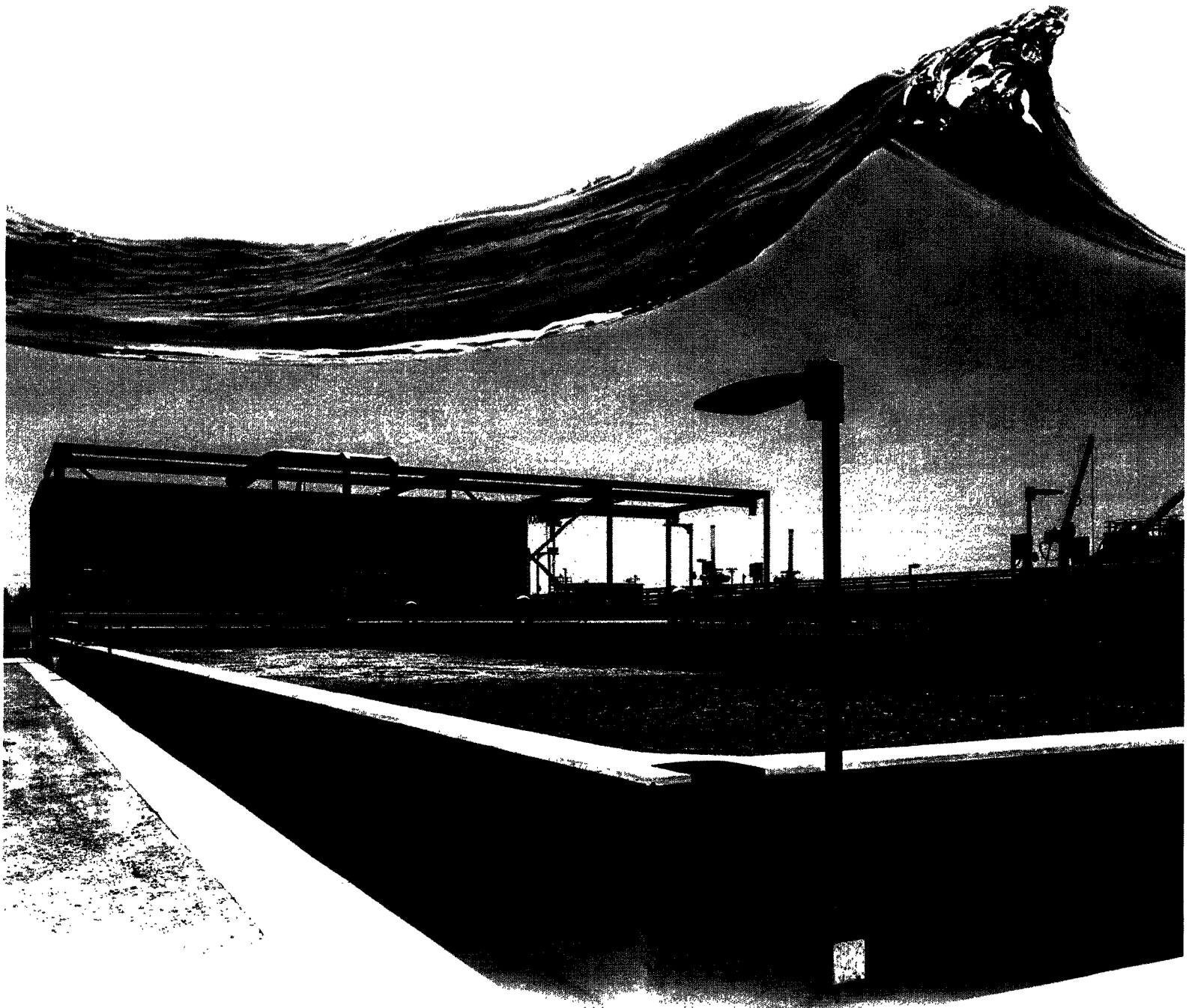
Santa Monica Sustainable Water Infrastructure Project – Santa Monica, California

Mr. Doan provided architecture design services for the City of Santa Monica's Sustainable Water Infrastructure Project (SWIP). The Advanced Water Treatment Facility (AWTF) is part of SWIP which treats a combination of raw wastewater and harvested stormwater, producing 1.0 MGD of purified water for groundwater augmentation. The facility is one of the first to take in raw wastewater, fully oxidize the stream via biological treatment, and provide the pathogen reduction requirements to meet California Title 22 regulations for Indirect Potable Reuse (IPR) of 12 log virus, 10 log cryptosporidium, and 10 log giardia all within one facility. The AWTF is situated in a highly urbanized area and will be a completely subterranean facility located underneath the City's Civic Center parking lot. The first level below ground serves as the mechanical treatment area that houses the process equipment. The second level below ground serves as the process tanks, including MBR tanks, filtrate storage, chlorine contact tank, and purified water clearwell.



05

related experience
and references



RELATED EXPERIENCE AND REFERENCES

City of Lathrop Advanced Water Treatment and Recycling Facility Expansion *Lathrop, CA*



Relevant Features

- ◆ Consolidation of two treatment facilities (domestic and industrial) into one facility
- ◆ Existing facility upgrade that maintained operations during construction
- ◆ Flexible treatment and thickening of biosolids processes
- ◆ Recycled water quality permitted for river discharge, recycled water uses, and groundwater infiltration
- ◆ Value engineering / performance-based specifications
- ◆ Instrumentation and controls programming

Firm's Role

Design, Permitting, Construction Support, Startup Service and Instrumentations & Controls Integration

Client Info

City of Lathrop
Ken Reed - City Project Manager
(209) 992-7363

Construction Cost \$22M

Year Completed 2018

Team Members

Andy Komor, MS, PE Project Manager
James Matthews, PE Principal – QA/QC and Instrumentation Controls
Robert Murphy, PE Sr. Project Engineer
Ernesto Camarena
Sr. Instrumentation & Controls Specialist
Tom Gutierrez Sr. CAD Designer
Jack M. Koehler, SE, CE Principal-in-Charge
James Appleyard Project Manager
Khanh Doan Architecture Engineer

PACE provided project development, studies, design, and bid and construction administration phase services for the expansion of the Lathrop Consolidated Treatment Facility, an MBR wastewater treatment facility that features highly aesthetic architecture and an administration building that allows for public outreach and understanding of the facility's operations for its visitors. Pre-expansion, facility was 1.0 MGD and the expanded capacity is 2.5 MGD, with an ultimate build-out capacity of 9.0 MGD. PACE provided a creative approach to the upgrade with a new secondary and MBR treatment system accessed at grade level with an integrated process mechanical design that minimized valving and pumping that improves process treatment simplicity and makes the unit processes visible to operators. The design is straightforward and allowed for ease in facility expansion. The new treatment system process design was based around use of the existing chlorine contact basin (CCB), without having to expand the CCB infrastructure for continued production of Title 22 disinfected tertiary recycled water under the new design flow conditions. This was achieved through a free chlorine contact time revalidation study performed by PACE and approved through the CA DDW.

Additionally, PACE designed a conversion for the existing MBR facility that will be used for aerobic sludge digestion and thickening processes for the

new constructed MBR facility. The design approach enabled construction of the new facilities while the existing facilities remained in operation. The new facility also includes an existing upstream influent flow equalization system that keeps secondary, membrane and disinfection flows constant for optimal treatment and reduction of downstream treatment process costs. The facility features common wall modular construction that reduces the footprint of the process tanks, improves operational flexibility, and reduces capital and maintenance costs for the structure, equipment, piping and wiring. An initial topography site study led to minimizing grade and pavement design work to achieve proper drainage, as well as providing a favorable balance for site cut and fill quantities and ultimately eliminated excessive offsite import and hauling.

PK Associates provided structural design for the expansion of the Lathrop Consolidated Treatment Facility. PK Associates also provided structural design of a 1-story, 6,000 SF steel frame administration building, a 4,000 SF steel frame mechanical building adjacent to a below-grade process tank (84'x234'x14'), and 2,400 SF headworks foundations pad.

Square [1] Design Group provided architecture design services for the City of Lathrop's MBR Consolidated Treatment Facility (CTF).

Mountain House Water Reclamation Facility Expansion *Tracy, CA*



Relevant Features

- ◆ Two phases of expansion, first replacing an outdated aerated lagoon currently process conversion and capacity expansion
- ◆ Sludge processing to meet EPA Class B Biosolids Requirements with centrifuge dewatering
- ◆ Acquired WDR for Title 22 unrestricted reuse and effluent discharge to Old River
- ◆ Energy efficient aeration and low-energy mixers
- ◆ Operational during construction – developed sequence of construction

PACE, as the Engineer of Record, provided design, permitting, construction services, and start-up services for Phases II expansion and is currently providing design for the Phase III expansion of the Mountain House Water Reclamation Facility. The Phase II expansion replaced the 0.45 MGD aerated lagoon wastewater treatment plant with a 3.0 MGD advanced SBR Water Reclamation Facility.

The Phase III expansion, currently under construction, expands the facility to a build-out capacity of 5.4 MGD. The secondary treatment process is being converted to a membrane bio-reactor to meet the existing waste discharge requirements and also comply with California Title 22 Recycled Water Requirements for unrestricted reuse. As part of the conversion, PACE designed the facility around use of existing infrastructure.

This includes repurposing and subdividing the existing SBR process tanks into anoxic, oxic, and post-anoxic tanks prior to feeding the new MBR facility. The design also incorporates the existing UV channel system for tertiary treatment with the modified and expanded facility.

ENGeo performed a geotechnical exploration to understand subsurface conditions, consolidation and strength testing to estimate soil properties for settlement analysis, a PLAXIS analysis of the proposed improvements to estimate settlement from consolidation and to provide design recommendations. PK Associates provided the structural engineering for the phase III expansion.

Square [1] Design Group provided architecture design services for the Phase III expansion of the WRF.

Firm's Role

Design, Permitting, Construction Support, Startup Services

Client Info

Mountain House Community Services District
Nader Shareghi - General Manager
(209) 831-5607

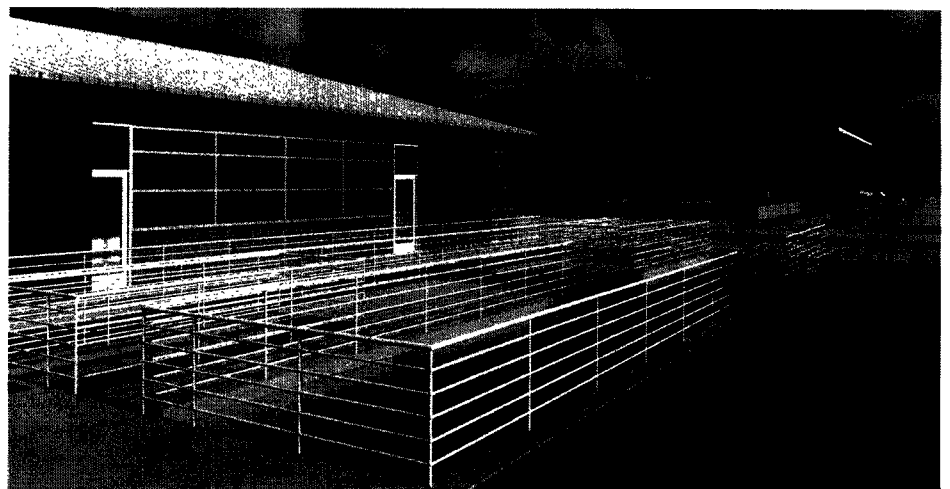
Construction Cost

Phase III: \$46M (Phase II, also designed by PACE, completed in 2005 for \$18M)

Year Completed Phase III estimated Dec. 2021

Team Members

Andy Komor, MS, PE Engineer-of-Record
James Matthews, PE Principal / QA/QC and Instrumentation and Controls Programming
Robert Murphy, PE Construction Engineer
Chris Najarian, PESr Electrical Engineer
Ernesto Camarena
Sr. Instrumentation & Controls Specialist
Tom Gutierrez Sr. CAD Designer
Jack M. Koehler, SE, CE Principal-in-Charge
James Appleyard Project Manager
Khanh Doan Architecture Engineer



Tuolumne Utilities District Sonora Regional Wastewater Treatment Plant *Sonora, CA*



Relevant Features

- ◆ Treatment process conversion to Parkson's Biolac Extended Aeration Activated Sludge
- ◆ Operational during construction – developed sequence of construction
- ◆ Received USDA-RD funding
- ◆ Instrumentation and controls programming



 USDA Funded

PACE performed a facility assessment and upgrade design for the 2.6 MGD Average Daily Flows (ADF) Sonora Regional Wastewater Treatment Plant (SRWWTP) to address the facility's declining effluent performance. The existing SRWWTP features a conventional trickling filter secondary process that utilizes two trickling filters, followed by two secondary clarifiers, three aerated polishing ponds, and a chlorine disinfection system. Based on recent flows and loads, the influent flow limits identified in the WDRs are not exceeded, but the facility is at its design Biochemical Oxygen Demand (BOD) influent load limit, and is exceeding its design suspended solids loading criteria.

flows to the proposed SRWWTP process will be treated by a new headworks, primary screening and grit removal, new dual-train extended aeration activated sludge (EAAS) basins, new secondary clarifiers, new chlorine disinfection system, new effluent disk cloth filters and a new sludge dewatering facility. These upgrades will also replace the existing polishing ponds and include a new administration and electrical building, a new headworks and sludge dewatering building and a renovated digestion building where the existing anaerobic digesters will be repurposed into aerobic digesters for solids processing. The facility will also maintain operation during construction by waiting to demolish the existing facility until the new facility is in full operation.

Firm's Role

Design Development, Modeling, Water Quality Analysis, Design, Construction Documents Preparation, Bid Services, Services During Construction Including Startup

Client Info

Tuolumne Utilities District
Edwin Pattison – General Manager
(209) 968-4436

Construction Cost \$15M

Year Completed On-Going (est. 2022)

Team Members

Andy Komor, MS, PE Project Manager
James Matthews, PE Principal
Chris Najarian, PE Sr. Electrical Engineer
Ernesto Camarena
Sr. Instrumentation & Controls Specialist
Khanh Doan Architecture Engineer

To improve the facility's functionality and performance, PACE is performing design upgrades to increase the capacity to 5.0 MGD of Max Day Flows (MDF) and 10.0 MGD Peak Hour Flows (PHF) and will convert the secondary treatment process to an Extended Aeration Activated Sludge (EAAS) process utilizing the Parkson's Biolac® mixing and aeration process. All wastewater

Square [1] Design Group provided the architecture design services for the upgraded design of the 2.6 MGD Average Daily Flows (ADF) Sonora Regional Wastewater Treatment Plant (SRWWTP) to address the facility's declining effluent performance.

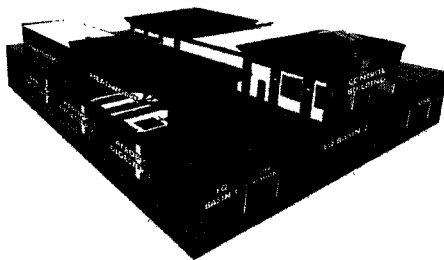


City of Santa Paula Advanced Water Treatment and Recycling Facility *Santa Paula, CA*



Relevant Features

- ◆ 3.4 MGD dry weather flow
- ◆ 17 MGD peak wet weather flow
- ◆ MBR treatment process
- ◆ Design, build and start-up and commissioning
- ◆ Engineering construction services



The Santa Paula Advanced Water Treatment and Recycling Facility features all-enclosed treatment made possible by innovative common-wall design and creative redundancy features. The design, permitting, and construction of this large MBR facility was completed in a total of 18 months through a design-build-operate-finance (DBOF) delivery method where PACE served as the engineer-of-record. The state-of-the-art 4.2 MGD MBR treatment facility ensures a neighbor-friendly facility both in terms of aesthetics and odor. The treated effluent meets California's stringent Title 22 effluent requirements with 0.2 NTU turbidity allowing groundwater recharge.

The completed facility includes a 17 MGD influent lift station, twin progressive coarse-grit-fine screening headworks, two-stage surge attenuation basins, three

activated sludge - biological nutrient removal trains totaling 11.4 MGD of capacity, six hollow-fiber membrane separation trains and an NWRI compliant UV disinfection system to meet California Title 22 Reuse Water Standards. Effluent from the facility is discharged to percolation basins adjacent to the plant to be returned to the Santa Clara River Basin. Waste sludge is pre-thickened and processed to EPA Class B reuse standards on-site with a 3-stage aerobic digestion process followed by a screwpress for dewatering. The facility also features high-speed, single-stage turbine blower units and ultra-fine bubble aeration, which reduced the overall energy consumption of the facility by 15 to 20%. Additionally, the use of screw presses rather than centrifuges for dewatering further reduce power demand at the plant.

Firm's Role

Design, Permitting, Construction Support, Startup Services

Client Info

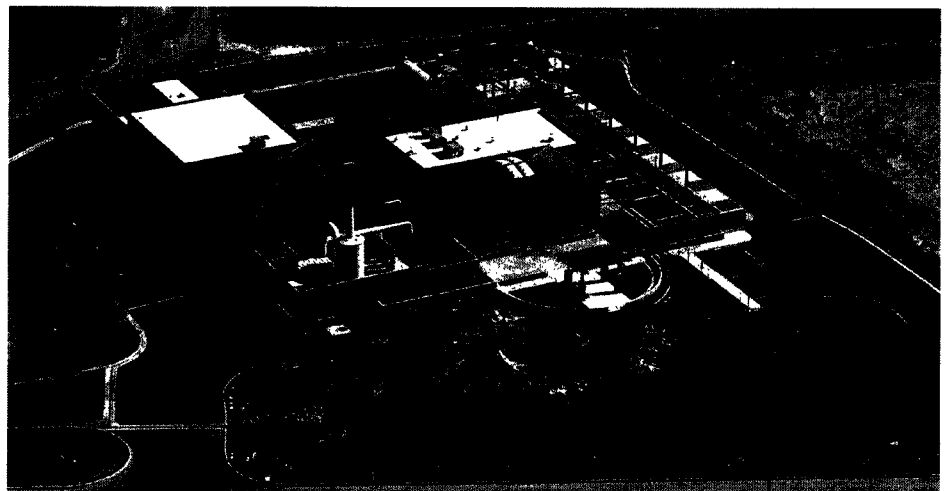
PERC Water
Steve Owen - Vice President
(602) 275-8066

Construction Cost \$53.5M

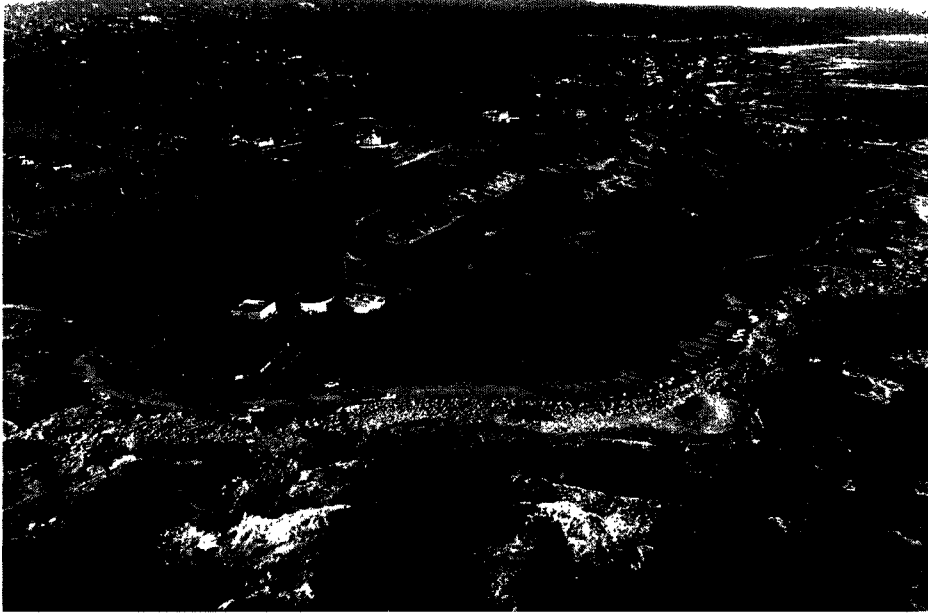
Year Completed 2010

Team Members

James Matthews, PE Project Manager
Andy Komor, MS, PE Sr. Project Engineer
Brian Reid, PE, CCM
Sr. Project Engineer / Construction Services
Robert Murphy, PE Project Engineer
Ernesto Camarena
Sr. Instrumentation and Controls Specialist
Thomas Gutierrez Sr. CAD
Khanh Doan Architect

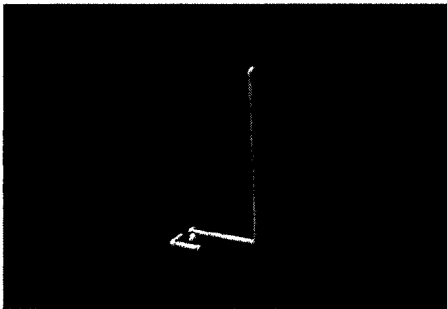


City of Pacific Grove Local Water Project *Pacific Grove, CA*



Relevant Features

- ◆ 3.4 MGD dry weather flow
- ◆ 17 MGD peak wet weather flow
- ◆ MBR treatment process
- ◆ Design, build and start-up and commissioning
- ◆ Engineering construction services



Located at the scenic Monterey Peninsula, the Pacific Grove Water Recycling Facility (WRF) provides 125 acre-feet per year of non-potable water for irrigating the City of Pacific Grove's 18-hole golf course and cemetery. PACE was responsible for all aspects of the design of the Title 22 recycling facility and off-site infrastructure improvements including civil, mechanical, electrical, and controls and instrumentation systems. PACE performed hydraulic modeling of the existing City golf course irrigation system and value-engineered modifications to switch from potable water use for irrigation to distribution of

Title 22 effluent from the City's new WRF. Pipeline design plans were prepared that included purple pipe irrigation connections, sprinkler head layout, and disconnect of potable water service to the golf course. In addition to the recycled water irrigation pipeline design, PACE also prepared plans for transmission pipelines of potable water make-up to the non-potable water storage tank, influent wastewater pipeline from the diversion structure to the WRF, and waste activated sludge (WAS) pipeline from the WRF to the downstream sewer.

Firm's Role

Design, Permitting, Construction Support, Startup Services

Client Info

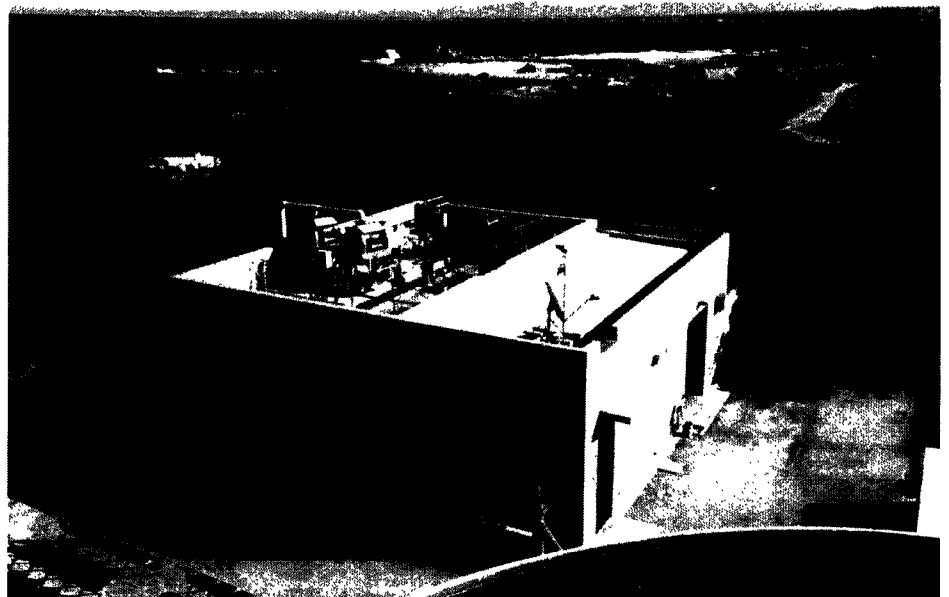
City of Pacific Grove
Daniel Gho - Public Works Director
(831) 648-5722

Construction Cost \$23M

Year Completed 2017

Team Members

Jacob Peterson, PE
Project Manager / Sr. Project Engineer
James Matthews, PE Principal
Brian Reid, PE, CCM Construction Engineer
Ernesto Camarena
Sr. Instrumentation & Controls Specialist
Thomas Gutierrez Sr. CAD Designer
Khanh Doan Architect

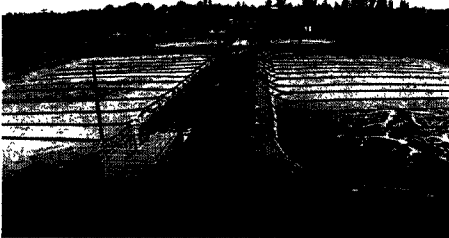


Show Low Wastewater Treatment Plant Evaluation and Expansion *Show Low, AZ*



Relevant Features

- ◆ Treats domestic and commercial/industrial flows
- ◆ Value engineering / performance-based specifications
- ◆ Final construction cost was within 10% of engineer's estimate
- ◆ Final total cost of expansion less than \$4/gallon



The City of Show Low commissioned PACE to develop an improvement plan and perform design services to upgrade its aerated lagoon WWTP that had a design treatment capacity of 2.46 MGD. The existing WWTP process did not have the capabilities to meet stringent effluent requirements, especially for ammonia. In addition, future, more stringent effluent requirements required major improvements to the existing WWTP. A previous engineering report recommended constructing a 1.75 MGD Biolac-type wastewater treatment facility on the existing lagoon site to meet the flow projection of 1.72 MGD required for the next 20 years. PACE was asked to perform and evaluation using capital construction cost, operation and maintenance costs, and 20-year life cycle analyses to confirm the recommendation. Further consideration of a site issue of shallow groundwater determined that with the site improvements required to accommodate the groundwater, the City could design and construct a two-basin 2.5 MGD Biolac facility for nearly the same cost as the 1.75 MGD Biolac. This not only provides the future capacity but also full process redundancy for the current flow up to 1.5 MGD. With the

City's decision, PACE designed a new 2.5 MGD WWTP utilizes an Extended Aeration Activated Sludge (EAAS) based on the Parkson's Biolac® process to produce effluent quality that can meet AZ Title 18 BADCT effluent limits for Total Nitrogen (TN) of <10 mg/L.

Since construction completion, the facility has consistently produced effluent with TN level of less than 3 mg/L (and at times <1 mg/L). A key component to meeting and maintaining consistent effluent quality is the WWTP process control. PACE's in-house Instrumentation & Controls Group was hired by the City to program and integrate the PLC controls and SCADA for the WWTP. Since the WWTP new process requires constant flow and level control in order to maintain proper treatment, a network of PLCs, field instrumentation and SCADA was implemented that allows for tight controls of the process with minimum onsite supervision. PACE's ability to provide both process design and engineering, along with the ability to provide controls integration has made the Show Low WWTP Upgrades Project a great success for the City and was completed within budget at less than \$4 per gallon.

Firm's Role

Design, Permitting, Construction Support, Startup Services

Client Info

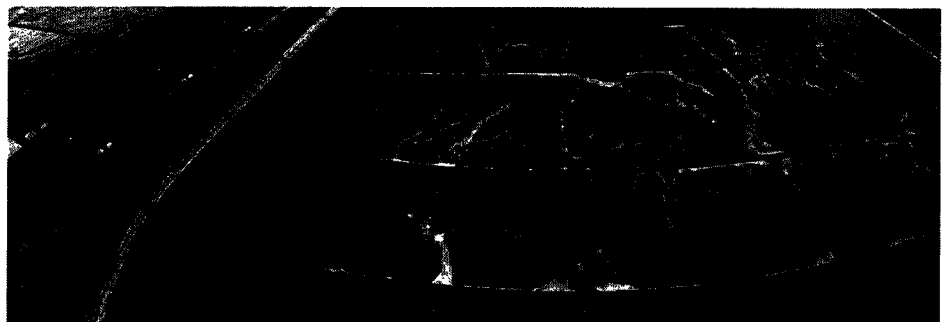
City of Show Low
 Bill Kopp – Public Works Director
 (928) 532-4081

Construction Cost \$10M

Year Completed 2018

Team Members

James Matthews, PE Principal QAQC/
 Instrumentation & Controls Lead Engineer
Ernesto Camarena
 Sr. Instrumentation and Controls Specialist
Tom Gutierrez Sr. CAD Designer

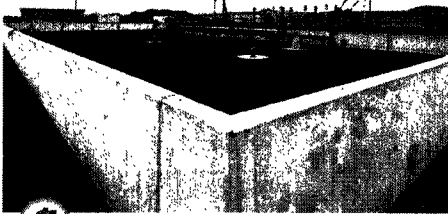


Quartzsite Wastewater Treatment Plant Evaluation and Expansion *Quartzsite, AZ*



Relevant Features

- ◆ In-depth evaluation of the proposed expansion
- ◆ Hydraulic analysis, biological process modeling, energy consumption analysis, and electrical and control system review
- ◆ Received USDA-RD funding
- ◆ Determined 20% in capital cost reductions and 40% energy cost reductions



USDA Funded

The Town of Quartzsite, AZ was having difficulties with treating its highly seasonal wastewater flow. In the winter, the WWTP sees an average-day flow of approximately 350,000 gpd but the flow drops to less than 100,000 gpd in the summer. With anticipated growth in the winter months, flow is expected to exceed the WWTP treatment capacity within a couple of years.

To increase the WWTP capacity, the Town moved forward with the design of the WWTP expansion only to stop short of construction due to funding requirements. PACE was then contracted by the Town of Quartzsite's Engineer (Atkins) to perform an assessment/value engineering review of the proposed expansion design plans that consisted of increasing the current capacity from 0.45 MGD to 0.90 MGD by constructing a new second sequential batch reactor (SBR) basin as well as other ancillary systems necessary to increase the capacity.

PACE provided an in-depth evaluation of the proposed expansion and existing system. The evaluation included detailed hydraulic analysis, biological process modeling, energy consumption analysis, and electrical and control system review. PACE's evaluation revealed the proposed expansion did not provide adequate summer low flow treatment and would double the electrical power requirements. PACE also identified several cost reduction measures that provided better day-to-day treatment performance, an energy cost reduction of 40% equating to a savings of \$25,000/yr at current flows and up to \$40,000/yr at design flow. One of the solution included dividing the existing SBR basin into two smaller basins to allow better summer low flow treatment but still had the capacity to treat the design flow of 0.9 MGD. This project was funded through WIFA and the USDA-RD. PACE was consistently working with the Town and USDA-RD for the successful completion of the project.

Firm's Role

Design, Permitting, Construction Support, Startup Services

Client Info

Town of Quartzsite
 Jim Ferguson – Town Manager
 (928) 927-4333

Construction Cost \$8.4M

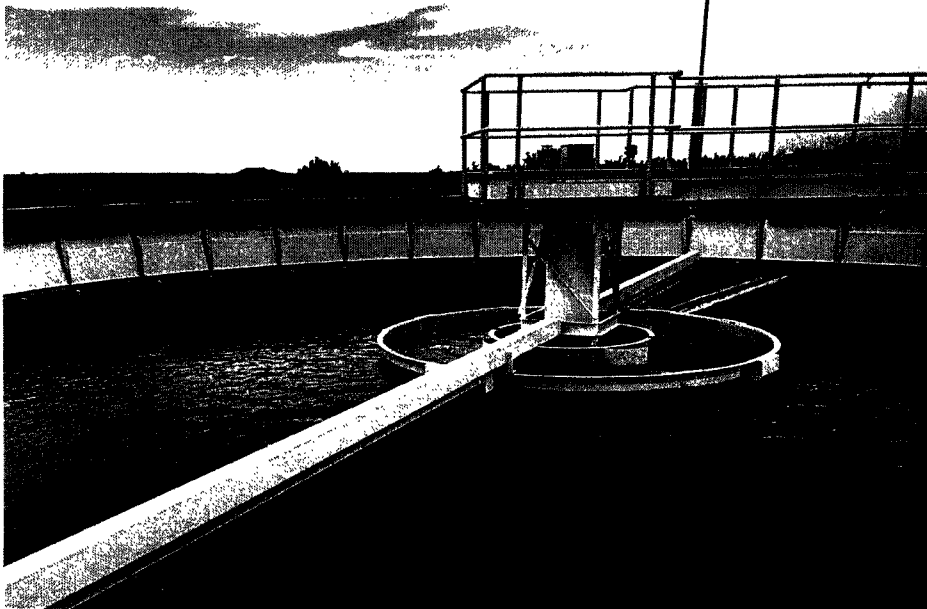
Year Completed 2020

Team Members

James Matthews, PE Principal / QA/QC

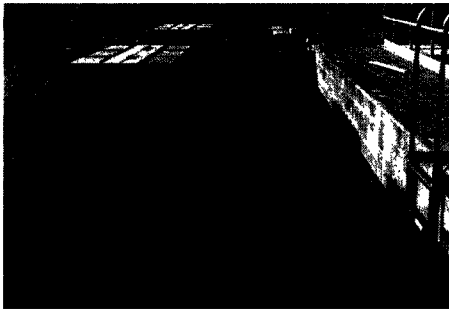


Winslow Wastewater Treatment Plant Evaluation and Upgrade *Winslow, AZ*



Relevant Features

- ◆ Comprehensive deficiency and overall efficiency assessment of existing wastewater treatment facility
- ◆ Re-utilization and expansion of the abandoned flow equalization
- ◆ Upgrades of existing oxidation ditch aeration system, including replacement of the brush rotors with fine bubble aeration and -high efficiency blowers
- ◆ Replacement of the existing boat clarifiers with new external circular clarifiers
- ◆ Replacement of the existing traveling bridge filters, with new stainless steel disc filter
- ◆ Upgrades to existing process controls and SCADA
- ◆ Qualified City for USDA-RD low-interest loan



PACE was hired by the City of Winslow to perform an evaluation of the deficiencies of the City's WWTP, which was struggling to meet water quality permit requirements. The plant was plagued by operational issues, making the effective treatment capacity roughly half of its design capacity of 2.2 MGD. Through the preparation of a Process, Efficiency, and Alternative Analysis Evaluation, several major process deficiencies were identified, as well as proposed improvements for each that preserved as much of the existing facility that was practical. Renovations were recommended to numerous processes including the lift station, headworks, flow equalization basin, oxidation ditches, filters, UV

disinfection system, effluent pump station, sludge dewatering process and the SCADA/control system. The improvements recovered the 2.2 MGD average daily flow capacity design which increased efficiency of its operations to exceed the best available demonstrated control technology (BADCT) and meets Arizona Class A+ Reclaimed Water Quality Standards, along with a projected reduction in total energy consumption of over 65%. The plant upgrades also included the replacement of its clarifiers and headworks, modifications to its oxidation ditches with a new aeration and blower system, and a complete overhaul of the plant's major instrumentation and control infrastructure components.

Firm's Role

Design, Permitting, Construction Support, Startup Services

Client Info

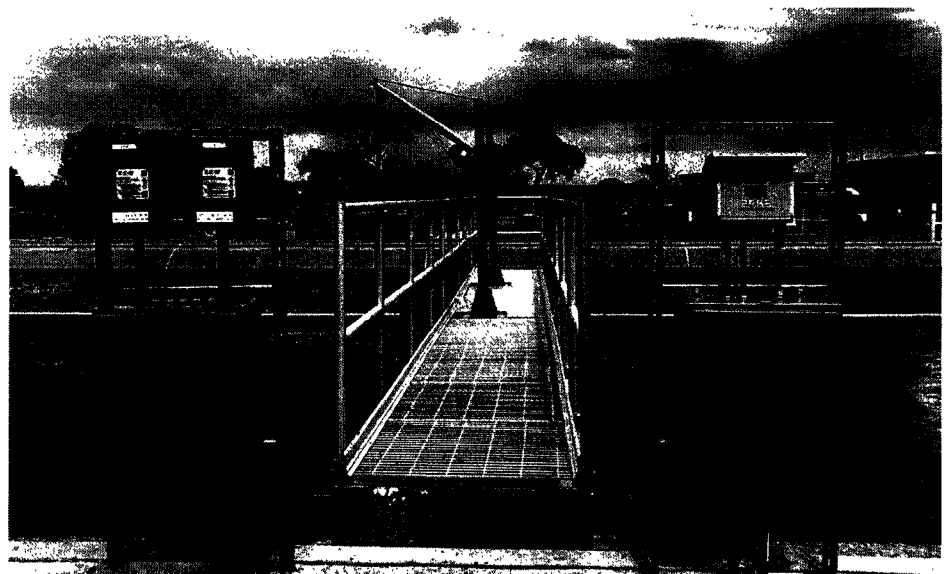
City of Winslow
 Tim Westover – Public Works Director
 (928) 289-4011

Construction Cost \$8.5M

Year Completed 2018

Team Members

James Matthews, PE Principal - QA/QC and Instrumentation & Controls
Robert Murphy, PE Sr. Project Engineer
Ernesto Camarena Sr. Instrumentation & Controls Specialist

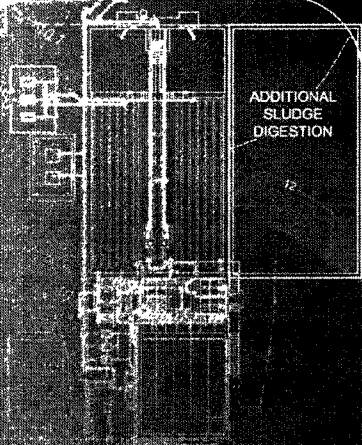
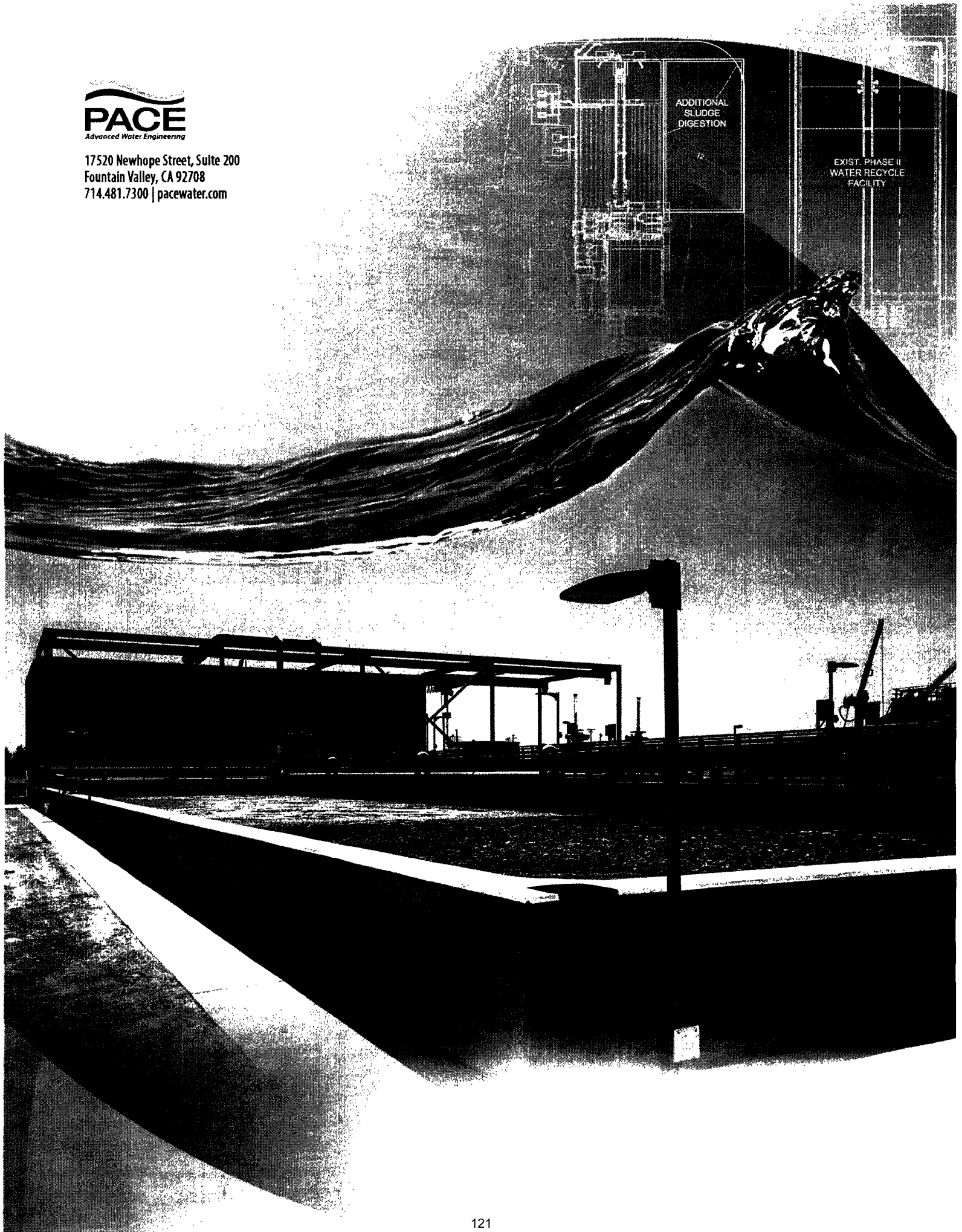


PROJECT EXPERIENCE KEY FEATURES

	Average Daily Flow Treatment Capacity (MGD)	Delivery Method	Activated Sludge Biological Process	Advanced Treatment Technologies	Industrial Treatment	Process Conversion	Recycled Water Treatment and Distribution	PACE	SPI	PK Associates	Square [1] Design Group
Tapia Blower & Aeration Upgrades, Calabasas, CA	16.0	DBB	▲	▲				▲			
City of Burbank WRP Upgrades, Burbank, CA	12.0	DBB	▲					▲			
City of San Clemente WRP Solids Upgrades, San Clemente, CA	7.2	DBB	▲					▲			
Mountain House WRF Phase III Expansion, Tracy, CA	5.4	DBB	▲	▲		▲	▲	▲	▲		▲
City of Santa Paula WRF, Santa Paula, CA	4.2	DBOF	▲	▲		▲	▲	▲			▲
Litchfield Park CSD Palm Valley WRF, Goodyear, AZ	4.1	DBO	▲	▲			▲	▲			
City of Sierra Vista EOP WWTP, Sierra Vista, AZ	4.0	DBB	▲	▲				▲			
City of El Mirage WRF, El Mirage, AZ	3.6	DBO	▲	▲			▲	▲			
Sundance WRF Phase II, Buckeye, AZ	3.5	DBO	▲	▲			▲	▲			
Mountain House WRF Phase II Expansion, Tracy, CA	3.4	DBO	▲	▲		▲	▲	▲		▲	▲
City of Adelanto WWTP Upgrades, Adelanto, CA	3.0	DBO	▲	▲	▲		▲	▲		▲	
Sonora Regional Wastewater Treatment Plant Expansion, Sonora, CA	2.6	DBB	▲	▲		▲	▲	▲		▲	▲
City of Lathrop WRF Expansion, Lathrop, CA	2.5	DBB	▲	▲	▲	▲	▲	▲	▲	▲	▲
City of Show Low WWTP, Show Low, AZ	2.5	CMAR	▲			▲		▲			▲
SMWD Oso Creek WWTP Aeration Blower Upgrades, Mission Viejo, CA	2.5	DBB	▲	▲				▲			
City of Winslow WWTP, Winslow, AZ	2.2	DBB	▲	▲			▲	▲		▲	▲
Pinetop-Lakeside Sanitary District WWTP Improvements, Lakeside, AZ	2.0	DBB	▲					▲			
Sarival Water Reclamation Facility, Goodyear, AZ	2.0	D	▲	▲	▲			▲			▲
City of Somerton WWTP, Somerton, AZ	1.8	CMAR	▲	▲		▲	▲	▲		▲	
SPA 3 WRF, Surprise, AZ	1.8	DBO	▲	▲			▲	▲			▲
City of Santa Monica SWIP Advanced Water Treatment Facility, Santa Monica, CA	1.5	DBO	▲	▲			▲	▲	▲		▲
Solvang WWTP Enhanced Treatment Study, Solvang, CA	1.5	DBB	▲	▲	▲	▲		▲			
City of Bisbee San Jose WWTP, Bisbee, AZ	1.2	DB	▲	▲		▲	▲	▲			
SPA 2 WRF, Surprise, AZ	1.2	DBO	▲	▲			▲	▲			▲
SPA 4 WRF, Surprise, AZ	1.2	D	▲	▲			▲	▲			▲
Sundance WRF Phase I, Buckeye, AZ	1.2	DBO	▲	▲			▲	▲		▲	
Tartesso WRF, Buckeye, AZ	1.2	DBO	▲	▲			▲	▲			
Town of Quartzsite WWTP Expansion, Quartzsite, AZ	0.9	DBB	▲				▲	▲		▲	
Barona WRF (Original and Upgrades), Lakeside, CA	0.8	DBO	▲	▲	▲		▲	▲			
Red Rock WRF, Red Rock, AZ	0.3	DBO	▲	▲			▲	▲			▲
Whetstone Ranch WRF, Whetstone, AZ	0.25	DBO	▲	▲			▲	▲			
Chumash WRF Expansion, Santa Ynez, CA	0.2	DBO	▲	▲	▲	▲	▲	▲			



17520 Newhope Street, Suite 200
Fountain Valley, CA 92708
714.481.7300 | pacewater.com



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**CITY MANAGER'S REPORT
NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING**

ITEM: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH ROBERTSON-BRYAN INC. FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT

RECOMMENDATION: Adopt Resolution Approving Professional Services Agreement with Robertson-Bryan Inc. to Assist City with NPDES Permit Compliance for the Consolidated Treatment Facility Surface Water Discharge Project, CIP WW 20-17

SUMMARY:

The Surface Water Discharge Project Capital Improvement Project (CIP) WW 20-17 was created in order to obtain a National Pollutant Discharge Elimination System (NPDES) permit to discharge effluent generated by the Lathrop Consolidated Treatment Facility (LCTF) to the San Joaquin River. This project is needed to minimize future sewer rate increases, and support growth as the City's wastewater flows increase and land becomes unavailable for the storage and disposal of recycled water.

The City just received the draft NPDES Permit, and the monitoring requirements are extensive. Additional services from Robertson-Bryan Inc. (RBI) are needed to assist the City with meeting the requirements of the NPDES permit for the CTF river discharge anticipated to begin in the Fall of 2022. RBI has provided a proposal to provide permit compliance support services for a time and materials cost, not to exceed \$294,532.

Staff is recommending Council approve a Professional Services Agreement (PSA) with RBI in the amount of \$294,532. Sufficient funds were included in the adopted Fiscal Year 21/22 budget for CIP WW 20-17 to pay for these services.

BACKGROUND:

Wastewater from the City of Lathrop is treated at two separate facilities, the City of Manteca's Wastewater Quality Control Flow (WQCF) and the City of Lathrop's CTF. Treated wastewater effluent from the Manteca WQCF is primarily disposed of via discharge to the San Joaquin River. Treated wastewater effluent from the Lathrop CTF is currently discharged to land via ponds and sprayfields. Lathrop CTF effluent disposal and reuse is regulated by the Central Valley Regional Water Quality Control Board (Central Valley Water Board).

Obtaining a surface water discharge permit is a complex process that involves extensive coordination between City staff, developers, specialized consultants,

CITY MANAGER'S REPORT **PAGE 2**
NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH ROBERTSON-
BRYAN INC. FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT

multiple permitting agencies, and eventually, construction contractors. Beginning in 2017, Staff has worked to complete tasks for the CEQA process, design, and permitting phases. In September 2021, Council approved award of construction contracts, developer-funding agreements, and other items needed to begin project construction. The adoption of the permit by the RWQCB is anticipated in December, 2021. Project construction is underway with completion anticipated in August 2022.

RBI provided services to negotiate the new NPDES permit with the Central Valley Water Board on behalf of the City. Additional services from RBI are needed to assist the City with meeting the NPDES permit requirements when river discharge is anticipated to begin in the Fall of 2022. At the request of staff, RBI has provided a proposal to provide these permit compliance support services for a time and materials cost, not to exceed \$294,532.

REASON FOR RECOMMENDATION:

The ability to dispose of effluent from the Lathrop CTF to the San Joaquin River is necessary to minimize future rate increases and support growth as the City's wastewater flows increase and as land becomes unavailable for the storage and disposal of recycled water. Permit compliance support services from RBI are needed to assist the City with meeting the requirements of the NPDES permit.

FISCAL IMPACT:


The cost of the NPDES permit compliance services from RBI are not to exceed \$294,532. Sufficient funds were included in the adopted Fiscal Year 21/22 budget for CIP WW 20-17 to pay for these services.

ATTACHMENTS:

- A. Resolution Approving Professional Services Agreement with Robertson-Bryan Inc. to Assist City with NPDES Permit Compliance for the Consolidated Treatment Facility Surface Water Discharge Project CIP WW 20-17
- B. Professional Services Agreement with Robertson-Bryan Inc. to Assist City with NPDES Permit Compliance for the Consolidated Treatment Facility Surface Water Discharge Project, CIP WW 20-17

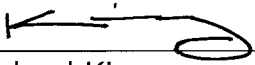
CITY MANAGER'S REPORT **PAGE 3**
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APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH ROBERTSON-
BRYAN INC. FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT

APPROVALS:



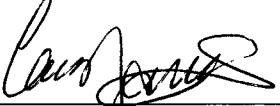
Glenn Gebhardt
City Engineer

10/27/21
Date



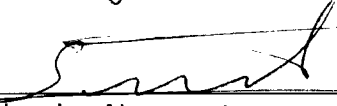
Michael King
Public Works Director

10/27/2021
Date




Cari James
Finance Director

10/29/2021
Date



Salvador Navarrete
City Attorney

10.28.2021
Date



Stephen J. Salvatore
City Manager

11.1.21
Date

RESOLUTION NO. 21 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING PROFESSIONAL SERVICES AGREEMENT WITH ROBERTSON-BRYAN INC. TO ASSIST CITY WITH NPDES PERMIT COMPLIANCE FOR THE CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT, CIP WW 20-17

WHEREAS, the CIP WW 20-17 Surface Water Discharge project was created to construct the necessary infrastructure and obtain a National Pollutant Discharge Elimination System (NPDES) permit from the Central Valley Regional Water Quality Control Board (RWQCB) to allow discharge of tertiary treated effluent from the Lathrop CTF to the San Joaquin River; and

WHEREAS, the ability to dispose of effluent from the Lathrop CTF to the San Joaquin River is necessary to minimize future rate increases and support growth as the City's wastewater flows increase and land becomes unavailable for the storage and disposal of recycled water; and

WHEREAS, obtaining a surface water discharge permit is a complex process that involves extensive coordination between City staff, developers, specialized consultants, multiple permitting agencies, and eventually, construction contractors; and

WHEREAS, beginning in 2017, Staff has worked to complete tasks for the CEQA process, design, and permitting phases, and in September 2021, Council approved award of construction contracts, developer-funding agreements and other items needed to begin project construction; and

WHEREAS, Robertson-Bryan Inc. (RBI) provided services to negotiate the new NPDES permit with the RWQCB on behalf of the City; and

WHEREAS, additional services from RBI are needed to assist the City with meeting the NPDES permit requirements when river discharge is anticipated to begin in the Fall of 2022; and

WHEREAS, at the request of staff, RBI has provided a proposal to provide these permit compliance support services for a time and materials cost, not to exceed \$294,532; and

WHEREAS, sufficient funds were included in the adopted Fiscal Year 21/22 budget for CIP WW 20-17 to pay for these services.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve a Professional Services Agreement with Robertson-Bryan, Inc. in the amount of \$294,532 to provide permit compliance support services to Assist City with NPDES Permit Compliance for the Consolidated Treatment Facility Surface Water Discharge Project, CIP WW 20-17.

The foregoing resolution was passed and adopted this 8th day of November 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

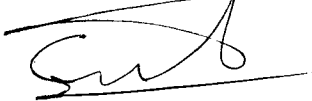
ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:



Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

CITY OF LATHROP

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH ROBERTSON-BRYAN, INC.

TO ASSIST CITY WITH NPDES PERMIT COMPLIANCE FOR THE CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT, CIP WW 20-17

THIS AGREEMENT, dated for convenience this **November 8, 2021** is by and between **Robertson-Bryan, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

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

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

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

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

AGREEMENT

(1) Scope of Service

CONSULTANT agrees to perform Professional Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

(2) Compensation

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$294,532.00**, for the Professional Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term

The effective date of this Agreement is **November 8, 2021**, and it shall terminate no later than **June 30, 2023**.

(4) Independent Contractor Status

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

(5) Billings

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

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

CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

(7) Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books,

records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

(8) Assignment of Personnel

CONSULTANT acknowledges that the CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Michael Bryan, Managing Partner**. CITY shall be notified by CONSULTANT of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

(9) Assignment and Subcontracting

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

(10) Insurance

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

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONSULTANT may rely on a self-insurance program to meet these

CITY OF LATHROP – TO ASSIST CITY WITH NPDES PERMIT COMPLIANCE FOR THE CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT, CIP WW 20-17

requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

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

CITY OF LATHROP – TO ASSIST CITY WITH NPDES PERMIT COMPLIANCE FOR THE CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT, CIP WW 20-17

- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than Two Million Dollars (\$2,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any

CITY OF LATHROP – TO ASSIST CITY WITH NPDES PERMIT COMPLIANCE FOR THE CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT, CIP WW 20-17

term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

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

(11) Indemnification - CONSULTANT'S Responsibility

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

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

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

CITY OF LATHROP – TO ASSIST CITY WITH NPDES PERMIT COMPLIANCE FOR THE CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT, CIP WW 20-17

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

(12) Licenses

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

(13) Business Licenses

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

(14) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

(15) Funding

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

(16) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private

CITY OF LATHROP – TO ASSIST CITY WITH NPDES PERMIT COMPLIANCE FOR THE CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT, CIP WW 20-17

express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

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

To Consultant: Robertson-Bryan, Inc.
3100 Zinfandel Dr., Suite 300
Rancho Cordova, CA 95670
Phone: (916) 714-1802

(17) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- (c) 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.
- (d) Definitions. The definitions and terms are as defined in these specifications.
- (e) 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.
- (f) 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.

CITY OF LATHROP – TO ASSIST CITY WITH NPDES PERMIT COMPLIANCE FOR THE CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT, CIP WW 20-17

- (g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (i) 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.
- (j) Ownership of Documents. All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours.
- (k) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (l) Severability. The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. 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.
- (m) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (n) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (o) 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.
- (p) 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

CITY OF LATHROP – TO ASSIST CITY WITH NPDES PERMIT COMPLIANCE FOR THE CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT, CIP WW 20-17

the County of San Joaquin or in the United States District Court for the Eastern District of California.

- (q) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(18) Notice to Proceed

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

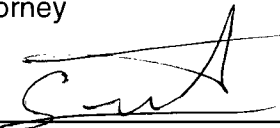
(19) Signatures

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 – TO ASSIST CITY WITH NPDES PERMIT COMPLIANCE FOR THE CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT, CIP WW 20-17

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

10.28.2021

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:

Robertson-Bryan, Inc.
3100 Zinfandel Dr., Suite 300
Rancho Cordova, CA 95670

Fed ID # 68-0460693
Business License # **20647**

Signature

Date

Print Name and Title

September 29, 2021

Exhibit A

DELIVERED BY EMAIL

Mr. Michael King
Director of Public Works
City of Lathrop
390 Towne Centre Dr.
Lathrop, CA 95330

Subject: Proposal to Provide Professional Services to Prepare the City of Lathrop for River Discharge from its Consolidated Treatment Facility in Summer of 2022

Dear Mr. King:

As requested, please accept this scope and budget for Robertson-Bryan, Inc. (RBI) to provide NPDES permitting and compliance-related services for the City of Lathrop's (City) Consolidated Treatment Facility (CTF) during the next 12 months. This work is needed to prepare the CTF to meet the requirements of the National Pollutant Discharge Elimination System (NPDES) permit. This discharge will facilitate the City continuing with its plans to grow consistent with the General Plan and each task and associated budget is specifically directed towards adequately preparing the City for its discharge to the San Joaquin River. This effort will require the City, Veolia, Pacific Advanced Civil Engineering (PACE), and RBI to work as a team to operate the CTF to meet the effluent limits and other compliance requirements.

As we discussed by phone on August 30, 2021, the new NPDES permit will authorize the CTF's discharge to the San Joaquin River and will have many monitoring and reporting requirements that differ from those associated with the current land disposal Waste Discharge Requirements (WDRs). For example, there will be monitoring requirements that the CTF and its SCADA system are not currently configured to obtain. Proper sampling locations and time-intervals will need to be reviewed and modified, as needed. Both physical changes to the CTF and to the SCADA system are anticipated in order to comply with the NPDES permit. The NPDES permit also requires new quarterly bioassay testing with three USEPA-standardized freshwater test species and submission of monthly, quarterly, and annual electronic self-monitoring reports (eSMRs) to the California Integrated Water Quality System Project (CIWQS) database.

In summary, there are a host of physical CTF facility changes, equipment installations and calibrations, SCADA modifications, laboratory contracting/coordination, and reporting processes that need to be accomplished over the next 12 months to prepare to discharge to the San Joaquin River and position the CTF to maintain full compliance with the NPDES permit. RBI is an industry leader in municipal wastewater NPDES permitting and permit compliance. We have the expertise and experience to cost-effectively assist the City in preparing for the forthcoming river discharge and achieving its objective of full compliance with its new

NPDES permit. Because RBI is negotiating the new NPDES permit with the Central Valley Regional Water Quality Control Board (Central Valley Water Board) on behalf of the City, RBI can efficiently assist the City in completing the above tasks.

The scope of work provided below identifies the tasks that RBI will lead to prepare the City for permit compliance, which are as follows.

- Task 1: Develop Comprehensive Understanding of CTF Design, Facilities, Effluent Routing, and Operations
- Task 2: Finalize CTF Trihalomethane (THM) Minimization Study
- Task 3: Assist City with Final NPDES Permit Negotiations
- Task 4: Prepare Electronic Documentation that Summarizes All Reporting and Related Compliance Requirements of NPDES Permit
- Task 5: Evaluate CTF Facilities and Operations for NPDES Permit Compliance
- Task 6: NPDES Permit Compliance Monitoring Contracting and Preparation
- Task 7: Toxicity Testing Preparation
- Task 8: Develop and Test Procedures for Producing Self-Monitoring Reports (SMRs)
- Task 9: Review and Advise City on Scope of Veolia Contract
- Task 10: Review and Advise City on Existing Sewer Rates
- Task 11: Collection of Effluent Temperature Data
- Task 12: Industrial Pretreatment Program Review and Updates
- Task 13: Land Disposal Permitting under Statewide General Order
- Task 14: Meetings with City, Veolia, and PACE Staff
- Task 15: Additional Services as Directed by City Staff
- Task 16: Project Management

These tasks are explained further in the detailed scope of work and budget provided below.

I. SCOPE OF WORK

TASK 1: DEVELOP COMPREHENSIVE UNDERSTANDING OF CTF DESIGN, FACILITIES, EFFLUENT ROUTING, AND OPERATIONS

RBI staff will conduct up to three (3) site visits to walk the CTF plant site with City, Veolia, and/or PACE staff to develop a comprehensive understanding of the CTF design, facilities, effluent routing, and operations.

RBI will also review process flow diagrams, process instrumentation and control diagrams (P&IDs), and mechanical layout drawings to further develop the understanding of the CTF.

Additionally, RBI will investigate compliance sampling locations and compliance instrumentation and reporting consistent with other Central Valley surface water dischargers, and the requirements of the Draft NPDES permit. Lastly, RBI will seek to understand opportunities for expansion of the CTF's unit treatment processes.

This understanding will enable RBI to effectively perform Tasks 2-14.

TASK 2: FINALIZE CTF TRIHALOMETHANE (THM) MINIMIZATION STUDY

The initial funding for the trihalomethane (THM) minimization study effort was provided under Professional Services Agreement, CIP WW 20-17, issued on July 13, 2020. The original task budget assumed that Veolia staff, with direction from RBI staff, would conduct the project on-site. This assumption was made based on discussions with Veolia staff who agreed to implement the study based on RBI's written study work plan. However, upon preparing to initiate the study, Veolia staff indicated they could not implement and conduct the study on behalf of RBI because it was outside their contracted scope of work. Because the study needed to be conducted as soon as possible to support the ongoing NPDES permitting efforts, RBI staff conducted the study in its entirety, directing both Veolia staff in their reduced role and staff from PACE in their assistance role.

The additional funding requested here is to cover the out-of-scope work that RBI performed to ensure timely implementation of the study. This will provide adequate funding to finalize the project and prepare a THM report in support of less restrictive THM limitations that RBI is negotiating in the new NPDES permit on the City's behalf.

TASK 3: ASSIST CITY WITH FINAL NPDES PERMIT NEGOTIATIONS

RBI is presently negotiating the new NPDES permit with the Central Valley Water Board on the City's behalf. The initial funding for this effort was provided under Professional Services Agreement, CIP WW 20-17, issued on July 13, 2020. The original budget funded RBI's efforts for a year, from late summer 2020, when RBI prepared the Report of Waste Discharge and submitted it to the Central Valley Water Board, through issuance of the Preliminary Draft NPDES permit by Central Valley Water Board in August of 2021. RBI also produced two technical memos to supplement the dilution credit report and antidegradation analysis included in the Report of Waste Discharge, at the request of Central Valley Water Board staff. Additional effort will be needed before the final permit is adopted. This task will provide additional funding needed to support RBI's remaining services that include the following.

- Review and provide written comments to Central Valley Water Board staff on the Preliminary Draft NPDES permit, hold meetings with City and Central Valley Water Board staff, and negotiate changes to the permit;
- Review and provide written comments to Central Valley Water Board on the tentative NPDES permit released for public comment, hold meetings with City and Central Valley Water Board staff, and negotiate changes to the permit; and

- Prepare for and attend the NPDES permit adoption hearing at the Central Valley Water Board office to assist Central Valley Water Board staff in addressing Board member questions pertaining to the permit prior to their decision to adopt.

Hence, this task is intended to fund the remaining NPDES permitting process through permit adoption by the Central Valley Water Board, tentatively scheduled for December 2021.

TASK 4: PREPARE ELECTRONIC DOCUMENTATION THAT SUMMARIZES ALL REPORTING AND RELATED COMPLIANCE REQUIREMENTS OF NPDES PERMIT

RBI will provide an electronic permit management document following adoption of the CTF NPDES permit. RBI has prepared similar documents for other municipalities to help identify and organize the implementation provisions and reporting and monitoring requirements of the NPDES permit. The document will include a regulatory calendar/schedule identifying NPDES permit reporting requirements, assignment of reporting requirements to Veolia, City and/or RBI staff, and the expected level of effort from each. The document will enable Veolia, City, and RBI staff to see at a glance what regulatory submittals are due each month, the dates they are due, and who is responsible for leading their preparation and submittal and who is responsible to support the preparation and submittal. Users of the document can enter submittal dates to track what has been completed and what remains to be completed throughout the month. It is anticipated that this documentation will provide a “master schedule” used by Veolia, City, and RBI staff for meeting the NPDES permit reporting requirements. This electronic file will facilitate the City remaining in compliance with all reporting and related compliance requirements included in the 176 page NPDES permit.

TASK 5: EVALUATE CTF FACILITIES AND OPERATIONS FOR NPDES PERMIT COMPLIANCE

Based upon the understanding of the CTF established by Task 1, RBI staff will evaluate the CTF’s existing facilities and operations considering the new NPDES permit requirements and will make recommendations on facility, equipment, SCADA, and operational changes that may be needed to ensure permit compliance. These may include, but are not necessarily limited to, the following:

- Identify needed CTF facility modifications and equipment additions.
- Review SCADA set-up and recommend refinements needed to obtain all data for NPDES permit reporting. Appropriate data timesteps and averaging periods will be considered.
- Identify needed routine process control monitoring.
- Verify efficacy of effluent cooling and emergency diversion capabilities.
- Verify ability to comply with NPDES permit standard and special provisions.
- Identify information needed to adequately prepare the monthly, quarterly, semi-annual and annual permit required reports.

TASK 6: NPDES PERMIT COMPLIANCE MONITORING CONTRACTING AND PREPARATION

The NPDES permit will require continuous monitoring of influent flow and effluent flow, turbidity, and chlorine residual, and will require other influent, effluent and receiving water constituents to be monitored daily, weekly, monthly, quarterly, or annually per the NPDES permit's Attachment E – Monitoring and Reporting Program. The CTF's on-site laboratory will be able to provide routine compliance monitoring for some constituents such as temperature, pH, turbidity, dissolved oxygen, electrical conductivity, and possibly others. Analytical testing for other chemical constituents that must be monitored, such as ammonia, biochemical oxygen demand (BOD), pesticides, and THMs, will need to be conducted by an outside contract laboratory, as will all acute and chronic toxicity tests. RBI staff that are familiar with the NPDES permit's Monitoring and Reporting Program will work with Veolia staff to determine which constituent analyses are (or can be) performed on-site and which ones will be sent to a contract laboratory (e.g., Fruit Growers Laboratory, Inc. (FGL)). RBI staff also will prepare or review the QA/QC manual required for on-site measurements. RBI also will determine if proper laboratory techniques and reporting limits are utilized, as required by the NPDES permit and 40 CFR 136. Finally, RBI will work with FGL and Veolia to prepare the Analytical Methods Report required by the NPDES permit within 60 days of adoption.

TASK 7: TOXICITY TESTING PREPARATION

The new NPDES permit requires the City to perform routine quarterly acute and chronic toxicity testing of the effluent to determine whether the effluent discharge is contributing acute or chronic toxicity to the receiving water. Dr. Bryan and other RBI staff are industry leaders in the field of whole effluent toxicity testing (also referred to by the acronym WET testing). RBI staff will assist the City in selecting a contract laboratory to perform the required toxicity testing. Moreover, RBI staff will prepare an initial Toxicity Reduction Evaluation (TRE) work plan. Special Provision in section VI.C.2.b. of the NPDES permit requires the Discharger to submit to the Central Valley Water Board an "Initial Investigative TRE Workplan" for approval by the Executive Officer, to ensure the Discharger has a plan to immediately move forward with the initial tiers of a TRE, in the event effluent toxicity is encountered.

TASK 8: DEVELOP AND TEST PROCEDURES FOR PRODUCING SELF-MONITORING REPORTS (SMRs)

RBI staff assist numerous Central Valley dischargers with preparing the electronic self-monitoring reports (eSMRs) required by their NPDES permits. These reports are typically required monthly, quarterly, semi-annually, and annually. As a result, RBI is highly experienced and efficient at compiling the data needed for an SMR, critically reviewing the accuracy of the data, and developing each eSMR for submittal. RBI staff will lead the City's efforts to develop and implement the proper procedures for developing the eSMRs in a manner that ensures accurate data are being reported. This effort will involve defining roles and responsibilities for Veolia staff, City staff, and RBI staff. SMR reports have hard

deadlines set by the NPDES permit that must be met for each time period. Several months of SMRs will be prepared prior to initiation of the river discharge to ensure that the procedures developed work effectively once discharge begins.

TASK 9: REVIEW AND ADVISE CITY ON SCOPE OF VEOLIA CONTRACT

Mr. Art O'Brien, P.E. of RBI will review the City's contract with Veolia for operating and maintaining the CTF, and will advise the City on appropriate changes or additions to the contract. This will evaluate Veolia's scope for tasks for which they are most efficient and appropriate to complete and for tasks that may need to be added to their scope. Art will specifically evaluate the following aspects of the current contract.

- Clarity regarding roles and responsibilities for Veolia vs. City
- Responsibility for compliance with the NPDES permit, and
- Data gathering to ensure complete reporting consistent with the NPDES permit Monitoring and Reporting Program

TASK 10: REVIEW AND ADVISE CITY ON EXISTING SEWER RATES

Mr. Art O'Brien, P.E. of RBI will review the City's current wastewater rate structure in light of the City's anticipated annual expenses for operating and maintaining the CTF under the new NPDES permit and continuing to operate the recycled water system. This review also will consider the City's planned population growth and future needs (and timing) for expanding the CTF's treatment capacity to accommodate the City's planned and approved growth. Based on this review, sewer rate recommendations will be provided to City staff.

TASK 11: COLLECTION OF EFFLUENT TEMPERATURE DATA

A key issue for the Central Valley Water Board associated with this new surface water discharge is whether the CTF can comply with the State's Thermal Plan water quality objectives for temperature. RBI has been collecting hourly CTF effluent temperature data for several years to build the dataset needed to adequately demonstrate compliance with the Thermal Plan. However, current funding for this effort has been fully expended. RBI recommends continuing to collect effluent temperature data until a 5 to 6 year dataset has been collected. Approximately 3 years of CTF effluent temperature data have already been collected and this task facilitates collection of temperature data over the next 12 months. Such a long-term dataset is necessary to show the full range of river and effluent temperature that will be experienced and adequately demonstrate compliance with the objectives, and also the NPDES temperature limitations that will be issued in the new NPDES permit that are based on these objectives. Second, because the NPDES permit only requires effluent temperature data to be collected weekly, having a more robust dataset of effluent temperature will allow putting any atypically high effluent temperatures measured weekly into context so that both City and Board staff know the frequency with which such values are expected to occur in the future. This is important in determining how often pond cooling of effluent will be required

over time and the length of time effluent will need to be in the ponds to achieve adequate cooling to comply with NPDES permit limitations.

TASK 12 INDUSTRIAL PRETREATMENT PROGRAM REVIEW AND UPDATES

The NPDES permit requires the City to submit a USEPA-equivalent Industrial Pretreatment Program (IPP) for approval by the Central Valley Water Board by January 1, 2024. Given this timeframe, RBI will review the City's current IPP documentation, local ordinances, and local limit/headworks loading documentation and compare it to what is needed to satisfy the NPDES permit and USEPA requirements. RBI will update the headworks loading analysis, if needed, and advise the City on changes needed to the IPP to align it with the NPDES permit and USEPA's requirements.

TASK 13: LAND DISPOSAL PERMITTING UNDER STATEWIDE GENERAL ORDER

RBI staff will assist the City in obtaining coverage for their recycled water ponds, remaining land application areas, and existing and future recycled water use areas under the State Water Resources Control Board's Statewide General Order for Recycled Water Use (Order WQ 2016-0068-DDW) (General Order). This General Order authorizes beneficial, non-potable recycled water uses consistent with the Uniform Statewide Recycling Criteria. The City currently holds a Notice of Applicability (NOA) under this General Order, but its coverage is limited to relatively new landscape irrigation uses beyond those currently covered by the land disposal Waste Discharge Requirements (WDRs; Order R5-2016-0068-01). The current WDRs authorize disposal of CTF treated effluent on land. RBI staff will work with Central Valley Water Board permitting staff to prepare a Notice of Intent (NOI) under the General order that requests expanded coverage of the recycled water ponds and the remaining land application areas, along with future recycled water use areas, thereby allowing the WDRs to be rescinded, following the initiation of river discharge. If the Central Valley Water Board does not allow this expanded coverage under the General Order, RBI can assist the City in including continued land discharge in an amended NPDES Permit. However, this task does not currently provide budget for the amended NPDES Permit. This task includes time for up to three meetings/calls with Central Valley Water Board staff.

TASK 14: MEETINGS WITH CITY, VEOLIA, AND PACE STAFF

This task provides for up to a total of ten (10) virtual meetings for key RBI staff to meet with City, Veolia, and/or PACE staff to coordinate efforts and obtain information associated with implementing Tasks 2-12 defined above. For the purposes of the scope and budget for this task, 3 hours are assumed for each RBI staff member attending each meeting, which provided time for meeting/call preparation, participation, and post-meeting briefings of other parties not attending the meetings.

TASK 15: ADDITIONAL SERVICES AS DIRECTED BY CITY STAFF

This task provides funding to be used to provide additional RBI services as directed by City staff, as the need(s) arise. This facilitates timely and effectively addressing unanticipated or

expanded issues as they arise without delays that would otherwise be incurred to seek a contract remedy prior to proceeding. Work under this task will be at the direction of City staff.

TASK 16: PROJECT MANAGEMENT

This task provides hours for RBI's Project Manager and Principal-in-Charge to oversee and direct RBI staff efforts on each task, to hold key conversations with agency staff when needed, and to review interim work products. In addition, this task provides time for project coordination by phone, email, and fax with other project team members, budget and schedule tracking, invoicing, and other duties to coordinate/administer the project.

Additional Assumptions of this Scope of Work

The level of effort for this scope is limited to the hours budgeted. Should additional services be requested due to additional requests of Central Valley Water Board or City staff that are not identified herein, or should analyses of greater scope or depth than identified and budgeted herein be required, RBI will notify the City to discuss the extent of any out-of-scope services needed/requested. Should out-of-scope services be requested by the City, RBI will submit a supplemental scope and fee proposal for those services.

II. SCHEDULE

RBI can begin providing professional services associated with the tasks defined herein upon receipt of a signed contract or written authorization to proceed.

III. CONTRACT AND BILLING ARRANGEMENT

RBI will complete the scope of work defined herein on a time-and-materials basis, with an authorized budget as shown in **Attachment 1**. RBI will not exceed the authorized budget amount without written approval. **Attachment 1** provides an estimated breakdown of the total budget by task based on RBI's 2021 rates (**Attachment 2**), with a 3% rate escalation for work performed in 2022. RBI typically adjusts rates in mid-December each year and, thus, will invoice the City monthly according to its 2021 rate schedule for work activities completed October through December 15th of 2021, and according to its 2022 rate schedule for all services provided between December 16, 2021 and December 15, 2022.

If you have any questions regarding this proposal, please do not hesitate to contact me at (916) 261-4043 or Art O'Brien at (916) 790-0218. We look forward to continuing to assist the City with its NPDES permitting and compliance needs.

Mr. Michael King
City of Lathrop
September 29, 2021
Page 9



Sincerely,

Michael Bryan, Ph.D.
Managing Partner

A handwritten signature in black ink that reads 'Michael D. Bryan'. The signature is written in a cursive style with a large, prominent 'M' and 'B'.

Attachment 1: RBI Budget
Attachment 2: 2021 Fee Schedule



**ATTACHMENT 1
RBI BUDGET**

Robertson-Bryan, Inc.						
	Managing Partner	Partner	Associate	Sr. Sci./Eng. I	Staff Sci./Eng. II	RBI Subtotal
	Michael Bryan	Art O'Brien	Paul Bedore	Cyle Moon	Dustin Lee	
PROFESSIONAL SERVICES						
Task 1: Develop Advanced Understanding of CTF	4	32		40	20	\$ 23,992
Task 2: Finalize CTF THM Minimization Study		8		40	48	\$ 20,408
Task 3: Final NPDES Permitting Negotiations	16	4	80	8	8	\$ 29,824
Task 4: Electronic Compliance Summary Document	6		8		40	\$ 10,978
Task 5: Evaluate CTF Facilities and Operations for Permit Compliance	4	24		24	20	\$ 17,768
Task 6: Permit Compliance Monitoring Contracting and Preparation	4		24		20	\$ 9,636
Task 7: Toxicity Testing Preparation	4		12			\$ 4,292
Task 8: Develop Procedures for SMRs	8	24	24	60	32	\$ 35,764
Task 9: Review and Advise City on Veolia Contract		40				\$ 12,160
Task 10: Review and Advise City on Sewer Rates		24		16		\$ 11,088
Task 11: Collection of Effluent Temperature Data				6	48	\$ 9,918
Task 12: IPP Review	4		48			\$ 13,436
Task 13: Land Disposal Permitting under Statewide General Order		16	40	20	20	\$ 23,304
Task 14: Meetings (10)	21	24	12	18		\$ 21,141
Task 15: Additional Services, as Directed by City Staff	16	16	16	16	16	\$ 20,528
Task 16: Project Management	36	12	24	8		\$ 22,836
Total Hours:	119	224	288	256	272	
Rate:	\$ 311	\$ 304	\$ 254	\$ 237	\$ 177	
RBI Labor Subtotal:	\$ 37,009	\$ 68,096	\$ 73,152	\$ 60,672	\$ 48,144	\$ 287,073
3% rate increase for 2022 for 75% of work						
DIRECT EXPENSES						
Mileage	\$	1,000				\$
Subtotal Other Direct Expenses	\$	1,000				\$
TOTAL BUDGET	\$	294,532				\$

**ATTACHMENT 2
2021 FEE SCHEDULE**

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

PROFESSIONAL SERVICES	RATE/HOUR
◆ Managing Partner	\$311.00
◆ Partner	\$304.00
◆ Principal Engineer/Scientist	\$296.00
◆ Senior Consultant	\$283.00
◆ Resource Director	\$267.00
◆ Associate	\$254.00
◆ Senior Engineer/Scientist II	\$249.00
◆ Senior Engineer/Scientist I	\$237.00
◆ Project Engineer/Scientist III	\$220.00
◆ Project Engineer/Scientist II	\$211.00
◆ Project Engineer/Scientist I	\$191.00
◆ Staff Engineer/Scientist II	\$177.00
◆ Staff Engineer/Scientist I	\$162.00
◆ Technical Analyst	\$156.00
◆ Graphics/GIS	\$142.00
◆ Laboratory Compliance Specialist	\$138.00
◆ Administrative Assistant	\$102.00
◆ Intern	\$66.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings. Rates will be adjusted annually. Rates are adjusted annually, effective December 16th.

INVOICING AND PAYMENTS

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.

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ITEM 4.6

CITY MANAGER'S REPORT NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF TASK ORDER NO. 7 WITH ENGEO INC. AND AMENDMENTS NO. 2 AND 3 WITH PACIFIC ADVANCED CIVIL ENGINEERING, INC. FOR CIP WW 20-17 SURFACE WATER DISCHARGE**

RECOMMENDATION: **Adopt Resolution Approving Task Order No. 7 with ENGEO Inc. and Amendments No. 2 and 3 with Pacific Advanced Civil Engineering, Inc. for Construction Engineering Services for CIP WW 20-17 Surface Water Discharge**

SUMMARY:

The Capital Improvement Project (CIP) WW 20-17 Surface Water Discharge (Project) was created to obtain a National Pollutant Discharge Elimination System permit and build the necessary infrastructure to discharge tertiary treated effluent generated by the City of Lathrop's Consolidated Treatment Facility (CTF) to the San Joaquin River. The Surface Water Discharge Project is needed to minimize future sewer rate increases and support growth as the City's wastewater flows increase while the availability of land amenable to the storage and disposal of recycled water decreases.

This Project was bid in accordance with California Public Contract Code (PCC) and Lathrop Municipal Code (LMC), contracts have been executed, and construction is scheduled to begin by late November. Therefore, Construction Engineering (CE) services from ENGEO Inc. (ENGEO) and Pacific Advanced Civil Engineering, Inc. (PACE) are needed to provide special inspection and materials testing, and to provide CTF Dechlorination Facility construction support services, respectively.

The table below summarizes the requested Professional Services Agreements (Agreements) with their respective project scope and cost:

Consultant	Scope	Cost
ENGEO	Task Order No. 7 – Special Inspection, Materials Testing, and Engineering Support Services for the CTF Dechlorination Facility and Recycled Water River Discharge – CIP WW 20-17	\$100,000
	10% Contingency	\$10,000
PACE	Amendment No. 2 – CTF Dechlorination Controls Integration – CIP WW 20-17	\$99,900
PACE	Amendment No. 3 – CTF Dechlorination Construction Support Services – CIP WW 20-17	\$81,500
	Total	\$291,400

NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING**APPROVAL OF TASK ORDER NO. 7 WITH ENGEO AND AMENDMENTS NO. 2 AND 3 WITH PACE FOR CIP WW 20-17 SURFACE WATER DISCHARGE**

Staff recommends Council approve Task Order No. 7 with ENGEO in the amount of \$100,000 plus a 10% contingency of \$10,000 for a total cost not to exceed \$110,000, and Amendments No. 2 and 3 with PACE for a total of \$181,400. Sufficient funds were included in the adopted Fiscal Year 21/22 budget for CIP WW 20-17 Surface Water Discharge

BACKGROUND:

Depending upon point of origin, wastewater from the City of Lathrop is treated at either one of two separate facilities: the City of Manteca's Wastewater Quality Control Facility or Lathrop's CTF. Treated wastewater effluent from Lathrop's CTF is currently discharged to land in retention ponds and onto spray fields. Effluent disposal and reuse is regulated by the Central Valley Regional Water Quality Control Board (CVRWQCB).

For several years, Lathrop staff have pursued a National Pollutant Discharge Elimination System permit to discharge highly treated recycled water into the San Joaquin River (Surface Water Discharge Project). The Surface Water Discharge project includes dechlorination facilities at the CTF plus a pipeline from the CTF to the San Joaquin River, and an outfall structure into the river.

On May 23, 2019, Council approved a Master Agreement with ENGEO to provide Geotechnical Investigations and Engineering Services for Capital Improvement Projects.

On December 14, 2020, Council approved a Professional Services Agreement (Agreement) with PACE to provide engineering services for the CTF Dechlorination Facility in the amount of \$214,670.

On September 13, 2021, Council approved a construction contract with Cushman Contracting Corporation for the CTF Dechlorination Facility construction in the amount of \$3,620,000 and a construction contract with Teichert for the Recycled Water River Discharge Outfall Pipeline construction in the amount of \$3,382,000. Council also approved an Agreement with TRC for Construction Management services related to both the CTF modifications, pipeline installation and river outfall structure in the amount of \$228,220.

Construction Engineering services from ENGEO and PACE are needed to provide special inspection and materials testing, and to provide CTF Dechlorination Facility construction support services, respectively.

NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING

APPROVAL OF TASK ORDER NO. 7 WITH ENGEO AND AMENDMENTS NO. 2 AND 3 WITH PACE FOR CIP WW 20-17 SURFACE WATER DISCHARGE

REASON FOR RECOMMENDATION:

The ability to discharge effluent from the CTF to surface waters (San Joaquin River) is necessary to minimize future rate increases and support growth as the City’s wastewater flows increase and land amenable to the storage and disposal of recycled water decreases.

The support contemplated by the subject Amendments and Task Order for which approval is requested are essential to the construction of the two components of the Project: the CTF Dechlorination Facility and the Recycled Water River Discharge, the latter of which includes construction of segments of pipeline and a river outfall structure.

FISCAL IMPACT:

The table below summarizes the requested Professional Services Agreements (Agreements) with their respective project scope and cost:

Consultant	Scope	Cost
ENGEO	Task Order No. 7 – Special Inspection, Materials Testing, and Engineering Support Services for the CTF Dechlorination Facility and Recycled Water River Discharge – CIP WW 20-17	\$100,000
	10% Contingency	\$10,000
PACE	Amendment No. 2 – CTF Dechlorination Controls Integration – CIP WW 20-17	\$99,900
PACE	Amendment No. 3 – CTF Dechlorination Construction Support Services – CIP WW 20-17	\$81,500
	Total	\$291,400

Staff is requesting Council approve Task Order No. 7 with ENGEO in the amount of \$100,000 plus a 10% contingency of \$10,000 for a total cost not to exceed \$110,000, and Amendments No. 2 and 3 with PACE for a total of \$181,400. Sufficient funds were included in the adopted Fiscal Year 21/22 budget for CIP WW 20-17 Surface Water Discharge.

ATTACHMENTS:

- A. Resolution Approving Task Order No. 7 with ENGEO Inc. and Amendments No. 2 and 3 with Pacific Advanced Civil Engineering, Inc. for Construction Engineering Services for CIP WW 20-17 Surface Water Discharge
- B. Task Order No. 7 with ENGEO Inc. to Perform Special Inspection, Materials Testing, and Engineering Support Services for the CTF Dechlorination Facility And Recycled Water River Discharge – CIP WW 20-17

NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING

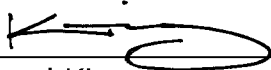
APPROVAL OF TASK ORDER NO. 7 WITH ENGeo AND AMENDMENTS NO. 2 AND 3 WITH PACE FOR CIP WW 20-17 SURFACE WATER DISCHARGE

- C. Amendment No. 2 of Professional Services Agreement with Pacific Advanced Civil Engineering, Inc. to Provide Controls Integration for the CTF Dechlorination Facility – CIP WW 20-17

- D. Amendment No. 3 of Professional Services Agreement with Pacific Advanced Civil Engineering, Inc. to Provide Construction Support Services for the CTF Dechlorination Facility – CIP WW 20-17

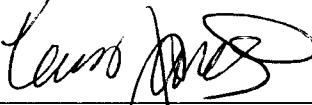
CITY MANAGER'S REPORT **PAGE 5**
NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF TASK ORDER NO. 7 WITH ENGeo AND AMENDMENTS NO. 2
AND 3 WITH PACE FOR CIP WW 20-17 SURFACE WATER DISCHARGE

APPROVALS:



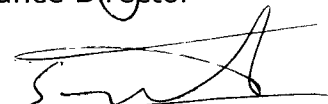
Michael King
Public Works Director

10/28/2021
Date




Cari James
Finance Director

10/29/2021
Date



Salvador Navarrete
City Attorney

10-28-2021
Date



Stephen J. Salvatore
City Manager

11.1.21
Date

RESOLUTION NO. 21 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDER NO. 7 WITH ENGEO INC. AND AMENDMENTS NO. 2 AND 3 WITH PACIFIC ADVANCED CIVIL ENGINEERING, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR CIP WW 20-17 SURFACE WATER DISCHARGE

WHEREAS, the CIP WW 20-17 Surface Water Discharge project (Project) was created to construct the necessary infrastructure and obtain a National Pollutant Discharge Elimination System (NPDES) permit from the Central Valley Regional Water Quality Control Board (CLRWQCB) to allow discharge of tertiary treated effluent from the Lathrop Consolidated Treatment Facility (LCTF) to the San Joaquin River; and

WHEREAS, the ability to dispose of effluent from the LCTF to surface water is necessary to minimize future rate increases and support growth as the City's wastewater flows to increase and land amenable to the storage and disposal of recycled water decreases; and

WHEREAS, the Surface Water Discharge project includes dechlorination facilities at the CTF plus a pipeline from the CTF to the San Joaquin River, and an outfall structure into the river; and

WHEREAS, on May 13, 2019, Council approved a Master Agreement with ENGEO Inc. (ENGEO) to provide Geotechnical Investigations and Engineering Services for Capital Improvement Projects; and

WHEREAS, on December 14, 2020, Council approved a Professional Services Agreement (Agreement) with Pacific Advanced Civil Engineering, Inc. (PACE) to provide engineering services for the CTF Dechlorination Facility in the amount of \$214,670; and

WHEREAS, construction of the Project was bid in accordance with California Public Contract Code (PCC) and Lathrop Municipal Code (LMC); and

WHEREAS, on September 13, 2021, Council approved a construction contract with Cushman Contracting Corporation for the CTF Dechlorination Facility construction in the amount of \$3,620,000 and a construction contract with Teichert for the Recycled Water River Discharge Outfall Pipeline construction in the amount of \$3,382,000; and

WHEREAS, on September 13, 2021, Council also approved an Agreement with TRC for Construction Management services related to both the CTF modifications, pipeline installation and river outfall structure in the amount of \$228,220; and

WHEREAS, additional services from ENGEO and PACE are now needed to provide various Construction Engineering (CE) services to support the Project's construction; and

WHEREAS, table below summarizes the requested Professional Services Agreements (Agreements) with their respective project scope and cost:

Consultant	Scope	Cost
ENGEO	Task Order No. 7 – Special Inspection, Materials Testing, and Engineering Support Services for the CTF Dechlorination Facility and Recycled Water River Discharge – CIP WW 20-17	\$100,000
	10% Contingency	\$10,000
PACE	Amendment No. 2 – CTF Dechlorination Controls Integration – CIP WW 20-17	\$99,900
PACE	Amendment No. 3 – CTF Dechlorination Construction Support Services – CIP WW 20-17	\$81,500
	Total	\$291,400

WHEREAS, staff requests City Council approve Task Order No. 7 with ENGEO in the amount of \$100,000 plus a 10% contingency of \$10,000 for a total cost not to exceed \$110,000, and Amendments No. 2 and 3 with PACE for a total of \$181,400; and

WHEREAS, sufficient funds were included in the adopted Fiscal Year 21/22 budget for CIP WW 20-17 Surface Water Discharge.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Task Order No. 7 to the Master Agreement with ENGEO dated May 23, 2019 for a cost of \$100,000 and Amendments No. 2 and 3 to PACE’s PSA dated December 14, 2020 for a cost of \$181,400 in order to provide Construction Services for CIP WW 20-17 Surface Water Discharge; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 10% contingency to ENGEO’s Task Order No. 7 in the amount of \$10,000, for a total not to exceed of \$110,000 and authorizes staff to spend the contingency as necessary to provide the needed services for the Project.

The foregoing resolution was passed and adopted this 8th day of November 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

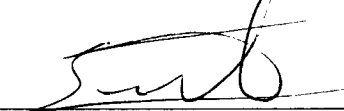
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ATTACHMENT B

CITY OF LATHROP

TASK ORDER NO. 7 PURSUANT TO MASTER CONSULTING AGREEMENT WITH ENGEO INC. DATED MAY 23, 2019

TO PERFORM SPECIAL INSPECTION, MATERIALS TESTING, AND ENGINEERING SUPPORT SERVICES FOR THE CTF DECHLORINATION FACILITY AND RECYCLED WATER RIVER DISCHARGE – CIP WW 20-17

THIS TASK ORDER NO. 7, dated for convenience this **8th day of November**, is by and made and entered into by and between **ENGEO Inc.** (“CONSULTANT”), and the **City of Lathrop**, a California municipal corporation of the State of California (“CITY”);

RECITALS:

WHEREAS, on May 23, 2019, CONSULTANT entered into a Master Agreement (“AGREEMENT”) with the CITY, by which the CONSULTANT has agreed to provide Geotechnical Investigations and Engineering Services for Capital Improvement Projects; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Geotechnical Investigations and Engineering Services, such as Special Inspection, Materials Testing, and Engineering Support Services, which are required by this agreement; and

WHEREAS, CONSULTANT is willing to render such Geotechnical Investigations and Engineering Services, such as Special Inspection, Materials Testing, and Engineering Support Services, as hereinafter defined, on the following terms and conditions;

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

AGREEMENT

(1) Incorporation of Master Agreement

This Task Order No. 7 hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Geotechnical Investigations and Engineering Services dated May 23, 2019, unless specifically modified by this Task Order.

(2) Scope of Service

CONSULTANT agrees to perform services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit “A” and incorporated herein by reference.

CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY’s satisfaction.

(3) Effective Date and Term.

The effective date of this Task Order No. 7 is **November 8, 2021**, and it shall terminate no later than **June 30, 2023**.

(4) Compensation

CITY hereby agrees to pay CONSULTANT hourly rates and other charges not to exceed **\$100,000.00** for the Geotechnical Investigations and Engineering Services as described in Exhibit “A” of Task Order No. 7 pursuant to the Master Agreement dated, May 23, 2019. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation beyond what is expressed in this agreement and Exhibit “A”, unless CITY has authorized representative has executed a written change order or authorization describing the extra work and payment terms prior to the commencement of the work.

(5) Notice to Proceed

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

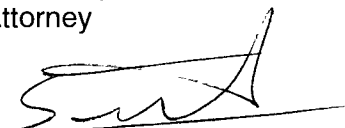
(6) Signatures

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

CITY OF LATHROP – TASK ORDER NO. 7 WITH ENGEO TO PERFORM SPECIAL INSPECTION, MATERIALS TESTING, AND ENGINEERING SUPPORT SERVICES FOR THE CTF DECHLORINATION FACILITY AND RECYCLED WATER RIVER DISCHARGE – CIP WW 20-17

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

10-28-2021

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:

ENGEO Inc.
17278 Golden Valley Parkway
Lathrop, CA 95330

Fed ID # 94-1748418
Lathrop Business License # 20170

Signature

Date

Print Name and Title



2010 Crow Canyon Place, Suite 250
San Ramon, CA 94583-4634
(925) 866-9000 □ FAX (888) 279-2698

TASK ORDER NO. 7

TO: Ken Reed
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

DATE: August 12, 2021

ENGEO PROJECT NO.: 16218.000.005
Phase: 001
ENGEO Contact: Ken Hamilton

PROJECT NAME: WW 20-17 CTF Dechlorination Facility and WW 20-17 Recycled Water River Discharge

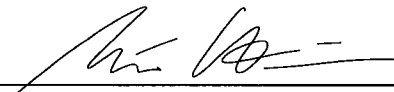
ORIGINAL CONTRACT NO.: City of Lathrop Master Agreement (ENGEO Project No. 16218.000.000)
ORIGINAL CONTRACT DATE: May 23, 2019

Additional Scope of Services: Based on a review of the project plans and conversations with the City of Lathrop, we propose to perform testing and observation, special inspections, laboratory testing, and engineering support as requested during construction.

Our services will be performed on a time-and-expense basis as directed by the City of Lathrop and in accordance with Task Order No. 7 to Master Agreement dated May 23, 2019.

Estimated Additional Fees: We propose to perform the above scope of services on a time-and-expense and as requested basis estimated at **\$100,000.**

ENGEO INCORPORATED

BY:  _____

PRINTED NAME: Steve Harris

TITLE: Principal

DATE: August 12, 2021

AMENDMENT NO. 2

TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND
PACIFIC ADVANCED CIVIL ENGINEERING, INC. DATED DECEMBER 14, 2020

TO PROVIDE CONTROLS INTEGRATION FOR THE CTF DECHLORINATION FACILITY –
CIP WW 20-17

THIS AMENDMENT (hereinafter “AMENDMENT NO. 2”) to the agreement between **Pacific Advanced Civil Engineering, Inc.**, and the City of Lathrop dated December 14, 2020, (hereinafter “AGREEMENT”) dated for convenience this **8th of November**, is by and between **Pacific Advanced Civil Engineering, Inc.** (“CONSULTANT”) and the **City of Lathrop**, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Engineering Consulting Services for the City of Lathrop, which are required by this agreement; and

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

WHEREAS, on December 14, 2020, by Resolution 20-4819, City Council authorized CONSULTANT and CITY to enter into an AGREEMENT to perform the Professional Engineering Consulting Services for the Lathrop Consolidated Treatment Facility Surface Water Discharge Project CIP WW 20-17 not to exceed \$214,670.00 ; and

WHEREAS, on June 14, 2021, CONSULTANT and CITY entered into Amendment No. 1 for the CTF Dechlorination System Structural Design – CIP WW 20-17 in the amount of \$12,500; and

WHEREAS, CONSULTANT provided scope of work attached hereto as Exhibit “A” for Amendment No. 2 for the CTF Dechlorination Facility Controls Integration – CIP WW 20-17; and

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

AMENDMENT NO. 2 TO AGREEMENT

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

CONSULTANT agrees to perform Engineering Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit “A” in addition to the scope of work in the original AGREEMENT dated December 14, 2020 and Amendment No. 1 dated June 14, 2021. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY’S satisfaction.

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

CITY OF LATHROP – AMENDMENT NO. 2 WITH PACE FOR THE CTF DECHLORINATION FACILITY CONTROLS INTEGRATION – CIP WW 20-17

City hereby agrees to pay CONSULTANT an additional sum of **\$99,900** for services set forth in Exhibit “A” of this Amendment No. 2, with a total sum not to exceed of \$327,070 (\$214,670 for the original AGREEMENT and \$12,500 for Amendment No. 1). CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work and this AMENDMENT unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’S Authorized Representative prior to the commencement of the work.

(3) Effective Date and Term

The effective date of AMENDMENT NO. 2 is **November 8, 2021**, and it shall terminate no later than **June 30, 2023**. All other terms of the original AGREEMENT shall remain in full force and effect.

(4) Applicability to Original Consultant AGREEMENT

All terms and conditions set forth in the AGREEMENT dated December 14th, 2020 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

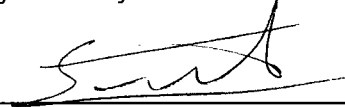
(5) Signatures

The individuals executing this AMENDMENT NO. 2 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 2 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 – AMENDMENT NO. 2 WITH PACE FOR THE CTF DECHLORINATION FACILITY CONTROLS INTEGRATION – CIP WW 20-17

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

10-28-2021

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

Date

City Manager

Consultant:

Pacific Advanced Civil Engineering, Inc.
17520 Newhope Street, Suite 200
Fountain Valley, CA 92708

Federal ID # 33-0265538
Business License # 20319

Signature

Date

Print Name and Title



October 27, 2021
(revised from October 21, 2021)
(revised from October 1, 2021)
(revised from April 27, 2021)
(revised from May 8, 2020)

Ken Reed
Sr. Construction Manager
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Phone (209) 941-7363

Re: Lathrop CTF Dechlorination Controls Integration

B647

Dear Ken,

PACE is pleased to provide our updated proposal for control and integration services for the **Lathrop CTF Dechlorination Controls Integration**. Attached are our Scope of Services, Compensation, and Provisions.

Please contact me if there are any questions or if we may provide any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew T. Komor", with a horizontal line extending to the right.

Andrew T. Komor, PE
Vice President – Environmental Water Division

ATK/sm

Enclosures: Scope of Services, Compensation, and Provisions.

**PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES
LATHROP CTF DECHLORINATION CONTROLS INTEGRATION
#B647**

SECTION A - SCOPE OF SERVICES:

A. Consultant agrees to perform the following services:

Task 10 – Controls Hardware and Programming

PACE shall provide new Control Panel 3 (CP3) in a stainless 72”H x 36” W x 18” D NEMA 4X enclosure with new PLC control system and associated components including a 10” HMI to control the new weir control gates, dechlorination pumps, water quality based adjustments, and other alarm systems on the proposed dechlorination infrastructure. PACE shall provide a flowmeter display panel per the contract documents. PACE shall also retrofit and add onto Crossroads RW Pump Station control PLC racks, associated relays and other controls components. PACE shall also adjust existing chlorination control on CP2 for two chlorine contact basins, and re-program the out of compliance valve systems. PACE shall provide overall programming of the three different PLC units to coordinate all of the functions of the proposed design including alarming. Updates to the PLCs programming shall also include new HMI screens for local control. PACE shall also coordinate with Primex to submit addressing and information for new SCADA screens.

SECTION B - COMPENSATION:

PACE will complete the work outlined herein and invoice Client monthly on a percentage of completion basis \$99,900.

<u>Task Description</u>	<u>Professional Fee</u>
10 Controls Hardware and Programming	\$ 99,900
TOTAL FIXED FEE:	\$ <u>99,900</u>

ASSUMPTIONS AND EXCLUSIONS:

1. Prospective Sheet List
 - a. Crossroads Panel Modifications
 - b. CP3 Panel
2. Services during bid, construction, startup, and post operations are not included, and are available upon request
3. It is assumed all permitting, sampling, and coordination of startup for permit compliance is provided by RBI.
4. It is assumed the Crossroads outfall piping shall be designed by others.
5. It is assumed the new SCADA screens will be provided by Primex with direct contract to the City.
6. The Client’s responsibilities shall include providing PACE with the base data and project information in a timely manner, coordination and management of other team consultants to assure that the project schedule can be met, and prompt payment of invoices in accordance with the terms and conditions included herein. The specific items that are to be provided by the Client or other consultants include the following:
 - a. Client input pertaining to project design issues and requirements including scheduling.
 - b. Site land-use base plans with existing and proposed elevation contours in transferable computer format.
 - c. Geologic and soils investigation reports.



- d. Existing and proposed hydrologic and drainage data, maps, and reports.
 - e. Any other data that directly impacts PACE ability to perform the design in an efficient and economic manner.
7. Any proposed project changes which affect work in progress or previously completed will be justification for additional compensation.
 8. All required aerial topography and base mapping will be paid for and supplied by Client, or others. Base topo and site information will be provided in digital (electronic) format compatible with AUTOCAD or C3D version 2019 or earlier.
 9. No environmental documentation or support, including no environmental permitting.
 10. No surveying or construction staking is included.
 11. Local government approval meetings, hearings, etc., and preparation of presentation graphics will be under separate work authorization, if required.
 12. Existing utility information research and mapping is not included and will be provided by Client.
 13. For all the data delivered to PACE for the purpose of digital mapping, including but not limited to GIS and AutoCAD, PACE requires said data be delivered in one of the recognized standard coordinate systems such as the Stateplane Coordinate System or the Universe Transverse Mercator (UTM). In addition, PACE requires all datums, vertical and horizontal, be documented in a metadata sheet and be included along with the delivered data. If the coordinate system is in what is often referred to as a “Local Coordinate System,” and the deliverer does not have the capability to convert data into one of the recognized standard coordinate systems, PACE requires a Control Conversion document (CCD) be included in the deliverable. The CCD will include all the necessary coordinate transformation information and scale factors needed to make an accurate translation of the data to PACE’s acceptable coordinate systems. If this information is not available, PACE will require an addendum to this proposal to include Time and Materials used to translate the delivered data into the appropriate standard coordinate system.
 14. The fees proposed herein shall apply until one year from date of proposal. Due to ever-changing costs, Consultant will increase those portions of the contract fee for which work must still be completed after one year from date of proposal, as negotiated with the Client up to a maximum of ten-percent (10%).



AGREEMENT BETWEEN CLIENT AND CONSULTANT

AGREEMENT ENTERED INTO AT Fountain Valley, CA made this 27st day of October 2021, by and between City of Lathrop hereinafter called "Client," and Pacific Advanced Civil Engineering, Inc. (PACE), a California corporation, herein called "Consultant."

Client and Consultant agree as follows:

- A. Client retains Consultant to perform services for: Lathrop CTF Dechlorination Controls Integration hereinafter called "Project."
B. Consultant agrees to perform the following scope of services: (See attached Scope of Services - Section "A" for a detailed description)
C. Client agrees to compensate Consultant for such services as follows: Fee (See attached Compensation Page - Section "B" for a detailed description)
D. This Agreement is subject to Provisions of Agreement 1 through 28 attached herewith, and the terms and conditions contained in initialed exhibits attached herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and on the day and year indicated above.

Pacific Advanced Civil Engineering, Inc. (PACE) CLIENT: City of Lathrop
By: [Signature] By:
Name: Andrew T. Komor, PE Name: Ken Reed
Title: Vice President - Environmental Water Title: Sr. Construction Manager
Job #: B647 Date:

**GENERAL PROVISIONS ATTACHED TO THAT CERTAIN
AGREEMENT BETWEEN CLIENT AND CONSULTANT**

DATED October 27, 2021 (collectively, the "Agreement")

Pacific Advanced Civil Engineering, Inc. (PACE) shall be hereinafter referred to as "CONSULTANT" and the **City of Lathrop** will be hereinafter referred to as "CLIENT" with respect to the "PROJECT" known as "**Lathrop CTF Dechlorination Controls Integration**".

GENERAL

1. In the performance of the services under the Agreement, CONSULTANT shall at all times be an independent contractor, contracting services to CLIENT solely pursuant to the Agreement, and CONSULTANT is not, nor shall CONSULTANT represent CONSULTANT to be at any time, an agent or employee of CLIENT except as expressly set forth in the Agreement.
2. CLIENT agrees to cooperate in any and every way or manner with CONSULTANT on the PROJECT.
3. In addition to the printed provisions, the drawings and specifications shall become the property of CLIENT at completion of construction of the PROJECT. The CLIENT shall not reuse project design, drawings, and specifications without written consent of CONSULTANT. CONSULTANT will provide reproducible transparencies of the final PROJECT plans to CLIENT at completion of construction of the PROJECT. CONSULTANT, however, does not assume any professional responsibility or liability for use of the final plans and/or the drawings or specifications at any location other than this particular PROJECT site. CLIENT will defend, indemnify and hold CONSULTANT harmless from any errors and/or omissions arising out of the use of the final plans and/or the drawings and specifications at any other location.
4. All agreements on CONSULTANT'S part are contingent upon and subject to, the fact that CONSULTANT shall not be responsible for damages, or be in default or be deemed to be in default, by reason of delays in performance by reason of strike, lockouts, accidents, acts of God and other delays unavoidable or beyond CONSULTANT'S reasonable control or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of CLIENT or CLIENT'S agents to furnish information or to approve or disapprove CONSULTANT'S work promptly, or due to late or slow, or faulty performance by CLIENT or Client's consultants or contractors, or by governmental agencies. In the case of the happening of any such cause of delay, the time of completion of CLIENT'S work under the Agreement shall be extended accordingly.
5. In the event that all of the obligations of CONSULTANT or CLIENT, respectively, required to be performed under the Agreement have not been performed as agreed for any reason other than a default by other party hereto, the non-defaulting party shall have the right, upon giving 30 calendar days prior written notice to the other party hereto, to terminate the Agreement and CONSULTANT shall be paid to the date of termination for all services rendered and cost incurred hereunder.
6. CONSULTANT makes no warranty, either expressed or implied, as to CONSULTANT'S findings, recommendations, specifications or professional advice except that these were promulgated after being prepared in accordance with generally accepted Civil Engineer practices and under the direction of a Civil Engineer and/or a professional staff.
7. CONSULTANT makes no representations concerning soil conditions unless specifically included in writing in the Agreement and CLIENT is not responsible for any liability that may arise out of the making, or any failure to make, soil surveys or subsurface soil tests or general soil testing.
8. CONSULTANT makes no representation concerning construction cost figures estimated in connection with maps, plans, specifications or drawings other than that all cost figures are estimates only.
9. In consideration of CONSULTANT'S fee for services, CLIENT agrees that, unless otherwise specified, CONSULTANT will perform no on site construction review for this PROJECT, unless specifically included in writing in this Agreement, that such services will be provided by others and that CLIENT shall defend, indemnify and hold CONSULTANT harmless from any and all liability, real or alleged, that might be occasioned by others performing construction review for this PROJECT.
10. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for the PROJECT site, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours and CLIENT further agrees to defend, indemnify and hold CONSULTANT harmless from any and all liability, real or alleged, in connection with the performance of work of this PROJECT, except liability arising from the sole negligence of CONSULTANT.
11. Notwithstanding anything else to the contrary contained herein or in the Agreement, CLIENT agrees to limit CONSULTANT'S exposure to liability and damages to CLIENT and to all contractors and subcontractors on the PROJECT, due to professional negligent acts, errors or omissions of CONSULTANT, to the lesser of the limits of CONSULTANT'S errors and omissions and general liability insurance policies, or the fee paid to CONSULTANT for the performance of the services under the Agreement. IN NO EVENT WILL CONSULTANT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, OR OTHER DAMAGES ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES UNDER THE AGREEMENT, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS SECTION WILL SURVIVE THE TERMINATION OF THE AGREEMENT.
12. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of the Agreement.
13. The terms and provisions of the Agreement shall not be construed to alter, waive or affect any lien or stop notice rights, which CONSULTANT may have for the performance of services under the Agreement.
14. No conditions or representations, altering, detracting from or adding to the terms of the Agreement or hereof shall be valid unless printed or written hereon or evidenced in writing by either party to the Agreement and accepted in writing by the other party hereto.
15. One or more waivers of any term, condition or covenant by CONSULTANT shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of the same or any other term, condition or covenant.
16. In the event any provision of the Agreement shall be held to be invalid and unenforceable, the other provisions of the Agreement shall be valid and binding on the parties hereto.

17. Should litigation be necessary to enforce any term or provision of the Agreement, or to collect any portion of the amount payable under the Agreement, then all litigation and collection expenses, witness fees and court costs and attorneys' fees shall be paid to the prevailing party.
18. The Agreement binds CONSULTANT and CLIENT and their successors and permitted assigns. Neither party hereto shall assign or transfer, whether by operation of law or otherwise, all or any portion of such party's interest, rights or obligations in the Agreement without the prior written consent of the other party hereto.
19. The Agreement and the documents, drawings, plans and specifications referred to therein, and these General Provisions, constitute the entire agreement of the parties hereto with respect to the matters set forth therein and herein and are the final, complete and exclusive expression of the terms and conditions thereof. All prior or contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.
20. The Agreement shall be construed and enforced in accordance with the laws of the State of California. Each Party hereby irrevocably consents that all proceedings arising in connection with the Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Orange, State of California. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to, or arising out of, the Agreement in any jurisdiction other than that specified in this Section.
21. All notices, demands or other communications given hereunder shall be in writing and shall be delivered personally, by facsimile or electronic mail transmission, or by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the address for such party set forth in the Agreement. All notices shall be deemed given upon the earliest of receipt, confirmed facsimile or electronic mail transmission, or three 3 calendar days after deposit in the United States mail.
22. In the event of any conflict or inconsistency between the provisions of these General Provisions and the provisions of the Agreement, the provisions of these General Provisions shall control.

PAYMENT

23. CONSULTANT shall present all invoices to CLIENT prior to the last day of each calendar month based upon percentage of completion, per the fee set forth in the Agreement. Invoices shall be due and payable when delivered. Payment is to be made at 17520 Newhope Street, Suite 200, Fountain Valley, CA 92708.
24. CLIENT shall promptly review invoices and notify CONSULTANT of any objection thereto; absent such objection in writing within 10 calendar days of the date of the invoice, the invoice shall be deemed proper and acceptable and immediately payable in full.
25. If the undisputed amount of any invoice is not paid within 30 calendar days of the date of the invoice, such undisputed amount shall commence bearing interest from the date of the invoice at the rate of 1.5% per month or the maximum rate allowed by law, whichever is greater, and CLIENT agrees to pay all accrued interest thereon, together with the undisputed amounts set forth in such invoice.
26. In the event that any undisputed amount of any invoice is not paid in full within 60 calendar days following the date of the invoice, such failure shall constitute a material breach of the Agreement and CONSULTANT may exercise all rights and remedies CONSULTANT may have at law, in equity or under the Agreement with respect to such material breach including, without limitation, termination of the Agreement following 10 calendar days' written notice of such material breach to CLIENT and CLIENT'S failure to cure such breach within such 10-day period.
27. CLIENT shall pay, in addition to the stated fee, the cost of all reimbursable items such as fees, permits, bond premiums, title company charges, delivery charges, blueprints, and reproductions and all other charges and expenses not specifically covered by the terms of the Agreement. In the event such reimbursable items are paid directly by CONSULTANT, then such charges and expenses shall be invoiced at CONSULTANT'S direct cost **plus** 10% for handling.
28. Any additional services not covered in the Scope of Work of the Agreement, which CLIENT requests CONSULTANT to perform, such as site reconnaissance and inspections during construction, additional visits out of town or to other places of business, will be requested in writing and will be invoiced on a time and material basis based on CONSULTANT'S then current schedule of fees and costs.

AMENDMENT NO. 3

**TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND
PACIFIC ADVANCED CIVIL ENGINEERING, INC. DATED DECEMBER 14, 2020**

**TO PROVIDE CONSTRUCTION SUPPORT SERVICES FOR THE CTF DECHLORINATION
FACILITY – CIP WW 20-17**

THIS AMENDMENT (hereinafter “AMENDMENT NO. 3”) to the agreement between **Pacific Advanced Civil Engineering, Inc.**, and the City of Lathrop dated December 14, 2020, (hereinafter “AGREEMENT”) dated for convenience this **8th day of November**, is by and between **Pacific Advanced Civil Engineering, Inc.** (“CONSULTANT”) and the **City of Lathrop**, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Engineering Consulting Services for the City of Lathrop, which are required by this agreement; and

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

WHEREAS, on December 14, 2020, by Resolution 20-4819, City Council authorized CONSULTANT and CITY to enter into an AGREEMENT to perform the Professional Engineering Consulting Services for the Lathrop Consolidated Treatment Facility Surface Water Discharge Project CIP WW 20-17 not to exceed \$214,670.00 ; and

WHEREAS, on June 14, 2021, CONSULTANT and CITY entered into Amendment No. 1 for the CTF Dechlorination System Structural Design – CIP WW 20-17 in the amount of \$12,500; and

WHEREAS, on November 8, 2021, by Resolution 21-_____, City Council authorized CONSULTANT and CITY to enter into Amendment No. 2 for the CTF Dechlorination Facility Controls Integration – CIP WW 20-17 in the amount of \$99,900; and

WHEREAS, CONSULTANT provided scope of work attached hereto as Exhibit “A” for Amendment No. 3 for the CTF Dechlorination Facility Construction Support Services – CIP WW 20-17; and

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

AMENDMENT NO. 3 TO AGREEMENT

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

CITY OF LATHROP – AMENDMENT NO. 3 WITH PACE FOR THE CTF DECHLORINATION FACILITY CONSTRUCTION SUPPORT SERVICES – CIP WW 20-17

CONSULTANT agrees to perform Engineering Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit “A” in addition to the scope of work in the original AGREEMENT dated December 14, 2020, Amendment No. 1 dated June 14, 2021, and Amendment No. 2 dated November 8, 2021. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY’S satisfaction.

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

City hereby agrees to pay CONSULTANT an additional sum of **\$81,500** for services set forth in Exhibit “A” of this Amendment No. 3, with a total sum not to exceed of \$408,570 (\$214,670 for the original AGREEMENT, \$12,500 for Amendment No. 1, and \$99,900 for Amendment No. 2). CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work and this AMENDMENT unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’S Authorized Representative prior to the commencement of the work.

(3) Effective Date and Term

The effective date of AMENDMENT NO. 3 is **November 8, 2021**, and it shall terminate no later than **June 30, 2023**. All other terms of the original AGREEMENT shall remain in full force and effect.

(4) Applicability to Original Consultant AGREEMENT

All terms and conditions set forth in the AGREEMENT dated December 14th, 2020 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

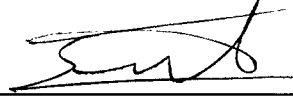
(5) Signatures

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

CITY OF LATHROP – AMENDMENT NO. 3 WITH PACE FOR THE CTF DECHLORINATION FACILITY CONSTRUCTION SUPPORT SERVICES – CIP WW 20-17

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

10-28-2021

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:

Pacific Advanced Civil Engineering, Inc.
17520 Newhope Street, Suite 200
Fountain Valley, CA 92708

Federal ID # 33-0265538
Business License # 20319

Signature

Date

Print Name and Title



October 21, 2021
(revised from October 1, 2021)
(revised from April 27, 2021)
(revised from May 8, 2020)

Ken Reed
Sr. Construction Manager
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Phone (209) 941-7363

**Re: Lathrop CTF Dechlorination
Construction Services Proposal**

B647

Dear Ken,

PACE is pleased to provide our updated proposal for construction phase support services for the **Lathrop CTF Dechlorination Construction Services** project. Attached are our Scope of Services, Compensation, Hourly Rate Schedule and Provisions.

We appreciate the opportunity to be of service to the **City of Lathrop** and look forward to the successful completion of this project. Please contact me if there are any questions or if we may provide any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew T. Komor", with a horizontal line extending to the right.

Andrew T. Komor, PE
Vice President – Environmental Water Division

ATK/sm

Enclosures: Scope of Services, Compensation, Hourly Rate Schedule and Provisions.

PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES
LATHROP CTF DECHLORINATION CONSTRUCTION SERVICES
#B647

OBJECTIVE:

We understand the City will proceed with improvements to the CTF to improve chlorination and allow flexible discharge of treated recycled water including a dechlorination reactor and associated components. This will include a new direct connection from the downstream of the existing chlorine contact basin to the existing Crossroads Recycled Water Pump Station. From the Crossroads Recycled Water Pump Station, there shall be three independent automatically valved discharge options including: 1) discharge to a new San Joaquin River outfall, 2) discharge to the LAS3 percolation basins, and 3) discharge back to S5 recycled water storage and distribution (this shall also be used for recycling of out-of-spec River outfall discharge). New core-drilled piping connections to the existing post-chlorine box shall be provided with new piping. Low piping will flow by gravity to the existing Crossroads Recycled Station. High piping from a new weir shall flow to S5 directly, and shall be used when the Crossroads Recycled Water Pump Station is not pumping equal to the outflow of the chlorine contact basin. Multiple programs shall include level based control, manual flow with low-level cutoff, and flow pacing with filtrate flow.

All water directed for San Joaquin River outfall discharge shall be automatically dechlorinated using sodium bi-sulfite (SBS) chemical or equivalent. A new SBS storage, chemical pumping system, and associated upstream monitoring and feed-forward control instrumentation and controls shall be included in the design. New ORP and total chlorine residual analyzers shall also be included in the design at the mid-point and in the Crossroads Recycled Water Pump Station wetwell. Pacing of SBS addition shall be flow paced on the Crossroads Recycled Water Pumps, and trimmed with analyzer readings. To be designed by others: new 2,100 feet of discharge piping shall be designed to connect the discharge of the Crossroads Recycled Water Pump Station to existing piping which leads to a new Crossroads outfall piping.

SECTION A - SCOPE OF SERVICES:

A. Consultant agrees to perform the following services:

Task 11 – Pre-Construction Contractor Auditing

~~Prior to construction, provide clarifications of the design, assistance in takeoffs, and auditing services to verify, improve, and assist the construction consultant for the purposes of confirming the projected bid quantities. During contractor hard bid period, provide additional bid questions responses and bid addendums.~~

Task 12 – Construction Phase Support Services

During the projected 8 month construction period, provide construction phase support services including document upload and management in ProCore Software. Provide up to 60 submittal reviews for equipment, concrete tank, and materials to confirm consistency with design intent. Provide up to 40 RFI responses from contractor questions. Provide weekly conference call and GoToMeeting coordination with onsite construction manager*. Provide up to 8 project site visits for the purposes of inspection and verification the design intent is being fulfilled.

*NOTE: * - full time construction management is not included, if desired PACE can offer onsite resident construction manager for additional scope and fee if requested*

Task 13 – Startup, Training, O&M, and Record Drawings

Inspect construction for substantial completion and clean water testing of the programming. After construction substantial completion certification from the engineer of record, provide final walk through and punch list items for final improvements and completion. Provide startup support services for up to 8 man-days for program checkout and activated sludge seeding and system startup. Provide video recording of training of onsite support staff. Provide digital and one hardcopy operations and maintenance manual (O&M). Receive contractor markups and provide scanned record drawing set and one bond half size hardcopy and one bond full size hardcopy.

SECTION B - COMPENSATION:

PACE will complete the work outlined herein and invoice Client monthly on a time and expense basis as incurred, billed per the PACE Hourly Rate Schedule with estimated budgets as shown.

<u>Task Description</u>	<u>Professional Fee</u>
11 Pre-Construction Contractor Auditing	\$ 7,500
12 Construction Phase Support	\$ 66,500
13 Startup, Training, O&M, Record Drawings	\$ 15,000
TOTAL FIXED FEE:	\$ 81,500

ASSUMPTIONS AND EXCLUSIONS:

1. It is assumed all permitting, sampling, and coordination of startup for permit compliance is provided by RBI.
2. It is assumed the Crossroads outfall piping shall be designed by others.
3. It is assumed the new SCADA screens will be provided by Primex with direct contract to the City.
4. The Client’s responsibilities shall include providing PACE with the base data and project information in a timely manner, coordination and management of other team consultants to assure that the project schedule can be met, and prompt payment of invoices in accordance with the terms and conditions included herein. The specific items that are to be provided by the Client or other consultants include the following:
 - a. Client input pertaining to project design issues and requirements including scheduling.
 - b. Site land-use base plans with existing and proposed elevation contours in transferable computer format.
 - c. Geologic and soils investigation reports.
 - d. Existing and proposed hydrologic and drainage data, maps, and reports.
 - e. Any other data that directly impacts PACE ability to perform the design in an efficient and economic manner.
5. Any proposed project changes which affect work in progress or previously completed will be justification for additional compensation.
6. All required aerial topography and base mapping will be paid for and supplied by Client, or others. Base topo and site information will be provided in digital (electronic) format compatible with AUTOCAD or C3D version 2019 or earlier.
7. No environmental documentation or support, including no environmental permitting.
8. No surveying or construction staking is included.

9. Local government approval meetings, hearings, etc., and preparation of presentation graphics will be under separate work authorization, if required.
10. Existing utility information research and mapping is not included and will be provided by Client.
11. For all the data delivered to PACE for the purpose of digital mapping, including but not limited to GIS and AutoCAD, PACE requires said data be delivered in one of the recognized standard coordinate systems such as the Stateplane Coordinate System or the Universe Transverse Mercator (UTM). In addition, PACE requires all datums, vertical and horizontal, be documented in a metadata sheet and be included along with the delivered data. If the coordinate system is in what is often referred to as a “Local Coordinate System,” and the deliverer does not have the capability to convert data into one of the recognized standard coordinate systems, PACE requires a Control Conversion document (CCD) be included in the deliverable. The CCD will include all the necessary coordinate transformation information and scale factors needed to make an accurate translation of the data to PACE’s acceptable coordinate systems. If this information is not available, PACE will require an addendum to this proposal to include Time and Materials used to translate the delivered data into the appropriate standard coordinate system.
12. The fees proposed herein shall apply until one year from date of proposal. Due to ever-changing costs, Consultant will increase those portions of the contract fee for which work must still be completed after one year from date of proposal, as negotiated with the Client up to a maximum of ten-percent (10%).



AGREEMENT BETWEEN CLIENT AND CONSULTANT

AGREEMENT ENTERED INTO AT Fountain Valley, CA made this 21st day of October 2021, by and between City of Lathrop hereinafter called "Client," and Pacific Advanced Civil Engineering, Inc. (PACE), a California corporation, herein called "Consultant."

Client and Consultant agree as follows:

- A. Client retains Consultant to perform services for: Lathrop CTF Dechlorination Construction Services hereinafter called "Project."
B. Consultant agrees to perform the following scope of services: (See attached Scope of Services - Section "A" for a detailed description)
C. Client agrees to compensate Consultant for such services as follows: Fee (See attached Compensation Page - Section "B" for a detailed description)
D. This Agreement is subject to Provisions of Agreement 1 through 28 attached herewith, and the terms and conditions contained in initialed exhibits attached herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and on the day and year indicated above.

Pacific Advanced Civil Engineering, Inc. (PACE) CLIENT: City of Lathrop
By: [Signature] By:
Name: Andrew T. Komor, PE Name: Ken Reed
Title: Vice President - Environmental Water Title: Sr. Construction Manager
Job #: B647 Date:

GENERAL PROVISIONS ATTACHED TO THAT CERTAIN

AGREEMENT BETWEEN CLIENT AND CONSULTANT

DATED October 21, 2021 (collectively, the "Agreement")

Pacific Advanced Civil Engineering, Inc. (PACE) shall be hereinafter referred to as "CONSULTANT" and the **City of Lathrop** will be hereinafter referred to as "CLIENT" with respect to the "PROJECT" known as "**Lathrop CTF Dechlorination Construction Services**".

GENERAL

1. In the performance of the services under the Agreement, CONSULTANT shall at all times be an independent contractor, contracting services to CLIENT solely pursuant to the Agreement, and CONSULTANT is not, nor shall CONSULTANT represent CONSULTANT to be at any time, an agent or employee of CLIENT except as expressly set forth in the Agreement.
2. CLIENT agrees to cooperate in any and every way or manner with CONSULTANT on the PROJECT.
3. In addition to the printed provisions, the drawings and specifications shall become the property of CLIENT at completion of construction of the PROJECT. The CLIENT shall not reuse project design, drawings, and specifications without written consent of CONSULTANT. CONSULTANT will provide reproducible transparencies of the final PROJECT plans to CLIENT at completion of construction of the PROJECT. CONSULTANT, however, does not assume any professional responsibility or liability for use of the final plans and/or the drawings or specifications at any location other than this particular PROJECT site. CLIENT will defend, indemnify and hold CONSULTANT harmless from any errors and/or omissions arising out of the use of the final plans and/or the drawings and specifications at any other location.
4. All agreements on CONSULTANT'S part are contingent upon and subject to, the fact that CONSULTANT shall not be responsible for damages, or be in default or be deemed to be in default, by reason of delays in performance by reason of strike, lockouts, accidents, acts of God and other delays unavoidable or beyond CONSULTANT'S reasonable control or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of CLIENT or CLIENT'S agents to furnish information or to approve or disapprove CONSULTANT'S work promptly, or due to late or slow, or faulty performance by CLIENT or Client's consultants or contractors, or by governmental agencies. In the case of the happening of any such cause of delay, the time of completion of CLIENT'S work under the Agreement shall be extended accordingly.
5. In the event that all of the obligations of CONSULTANT or CLIENT, respectively, required to be performed under the Agreement have not been performed as agreed for any reason other than a default by other party hereto, the non-defaulting party shall have the right, upon giving 30 calendar days prior written notice to the other party hereto, to terminate the Agreement and CONSULTANT shall be paid to the date of termination for all services rendered and cost incurred hereunder.
6. CONSULTANT makes no warranty, either expressed or implied, as to CONSULTANT'S findings, recommendations, specifications or professional advice except that these were promulgated after being prepared in accordance with generally accepted Civil Engineer practices and under the direction of a Civil Engineer and/or a professional staff.
7. CONSULTANT makes no representations concerning soil conditions unless specifically included in writing in the Agreement and CLIENT is not responsible for any liability that may arise out of the making, or any failure to make, soil surveys or subsurface soil tests or general soil testing.
8. CONSULTANT makes no representation concerning construction cost figures estimated in connection with maps, plans, specifications or drawings other than that all cost figures are estimates only.
9. In consideration of CONSULTANT'S fee for services, CLIENT agrees that, unless otherwise specified, CONSULTANT will perform no on site construction review for this PROJECT, unless specifically included in writing in this Agreement, that such services will be provided by others and that CLIENT shall defend, indemnify and hold CONSULTANT harmless from any and all liability, real or alleged, that might be occasioned by others performing construction review for this PROJECT.
10. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for the PROJECT site, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours and CLIENT further agrees to defend, indemnify and hold CONSULTANT harmless from any and all liability, real or alleged, in connection with the performance of work of this PROJECT, except liability arising from the sole negligence of CONSULTANT.
11. Notwithstanding anything else to the contrary contained herein or in the Agreement, CLIENT agrees to limit CONSULTANT'S exposure to liability and damages to CLIENT and to all contractors and subcontractors on the PROJECT, due to professional negligent acts, errors or omissions of CONSULTANT, to the lesser of the limits of CONSULTANT'S errors and omissions and general liability insurance policies, or the fee paid to CONSULTANT for the performance of the services under the Agreement. IN NO EVENT WILL CONSULTANT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, OR OTHER DAMAGES ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES UNDER THE AGREEMENT, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS SECTION WILL SURVIVE THE TERMINATION OF THE AGREEMENT.
12. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of the Agreement.
13. The terms and provisions of the Agreement shall not be construed to alter, waive or affect any lien or stop notice rights, which CONSULTANT may have for the performance of services under the Agreement.
14. No conditions or representations, altering, detracting from or adding to the terms of the Agreement or hereof shall be valid unless printed or written hereon or evidenced in writing by either party to the Agreement and accepted in writing by the other party hereto.
15. One or more waivers of any term, condition or covenant by CONSULTANT shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of the same or any other term, condition or covenant.
16. In the event any provision of the Agreement shall be held to be invalid and unenforceable, the other provisions of the Agreement shall be valid and binding on the parties hereto.

17. Should litigation be necessary to enforce any term or provision of the Agreement, or to collect any portion of the amount payable under the Agreement, then all litigation and collection expenses, witness fees and court costs and attorneys' fees shall be paid to the prevailing party.
18. The Agreement binds CONSULTANT and CLIENT and their successors and permitted assigns. Neither party hereto shall assign or transfer, whether by operation of law or otherwise, all or any portion of such party's interest, rights or obligations in the Agreement without the prior written consent of the other party hereto.
19. The Agreement and the documents, drawings, plans and specifications referred to therein, and these General Provisions, constitute the entire agreement of the parties hereto with respect to the matters set forth therein and herein and are the final, complete and exclusive expression of the terms and conditions thereof. All prior or contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.
20. The Agreement shall be construed and enforced in accordance with the laws of the State of California. Each Party hereby irrevocably consents that all proceedings arising in connection with the Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Orange, State of California. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to, or arising out of, the Agreement in any jurisdiction other than that specified in this Section.
21. All notices, demands or other communications given hereunder shall be in writing and shall be delivered personally, by facsimile or electronic mail transmission, or by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the address for such party set forth in the Agreement. All notices shall be deemed given upon the earliest of receipt, confirmed facsimile or electronic mail transmission, or three 3 calendar days after deposit in the United States mail.
22. In the event of any conflict or inconsistency between the provisions of these General Provisions and the provisions of the Agreement, the provisions of these General Provisions shall control.

PAYMENT

23. CONSULTANT shall present all invoices to CLIENT prior to the last day of each calendar month based upon percentage of completion, per the fee set forth in the Agreement. Invoices shall be due and payable when delivered. Payment is to be made at 17520 Newhope Street, Suite 200, Fountain Valley, CA 92708.
24. CLIENT shall promptly review invoices and notify CONSULTANT of any objection thereto; absent such objection in writing within 10 calendar days of the date of the invoice, the invoice shall be deemed proper and acceptable and immediately payable in full.
25. If the undisputed amount of any invoice is not paid within 30 calendar days of the date of the invoice, such undisputed amount shall commence bearing interest from the date of the invoice at the rate of 1.5% per month or the maximum rate allowed by law, whichever is greater, and CLIENT agrees to pay all accrued interest thereon, together with the undisputed amounts set forth in such invoice.
26. In the event that any undisputed amount of any invoice is not paid in full within 60 calendar days following the date of the invoice, such failure shall constitute a material breach of the Agreement and CONSULTANT may exercise all rights and remedies CONSULTANT may have at law, in equity or under the Agreement with respect to such material breach including, without limitation, termination of the Agreement following 10 calendar days' written notice of such material breach to CLIENT and CLIENT'S failure to cure such breach within such 10-day period.
27. CLIENT shall pay, in addition to the stated fee, the cost of all reimbursable items such as fees, permits, bond premiums, title company charges, delivery charges, blueprints, and reproductions and all other charges and expenses not specifically covered by the terms of the Agreement. In the event such reimbursable items are paid directly by CONSULTANT, then such charges and expenses shall be invoiced at CONSULTANT'S direct cost **plus** 10% for handling.
28. Any additional services not covered in the Scope of Work of the Agreement, which CLIENT requests CONSULTANT to perform, such as site reconnaissance and inspections during construction, additional visits out of town or to other places of business, will be requested in writing and will be invoiced on a time and material basis based on CONSULTANT'S then current schedule of fees and costs.

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ITEM 4.7

CITY MANAGER'S REPORT NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF GRANT DEED TO REVERT REAL PROPERTY TO SCANNELL PROPERTIES LLC**

RECOMMENDATION: **Adopt Resolution Approving a Grant Deed to Revert Real Property (APN 198-040-14) to Scannell Properties LLC**

SUMMARY:

Lathrop Land Development Company ("LLDC") constructed two recycled water storage ponds in Mossdale Village, referred to as Ponds "A" and "B" ("Pond A and B Property"). LLDC later acquired an 18.15-acre parcel of land at 1520 Lathrop Road, known as the Reiter Property. LLDC intended to build a recycled water storage pond on the Reiter Property to replace Ponds A and B so that the Pond A and B Property could be developed. With that intent, the Reiter Property was dedicated to the City of Lathrop in December of 2004, with the understanding that the property would only be used for recycled water storage pond to serve the LLDC development. If that did not occur, the land would revert to LLDC. This reversionary interest was transferred from LLDC to Lathrop Mossdale Investors LP ("LMI") in July 2014. A Vicinity Map of Ponds A and B and the Reiter Property is included as Attachment "B".

The reversion of the Reiter properties is at the discretion of LMI. LMI has asked the City to revert the Reiter Property land directly to Scannell for development. The request letter from LMI is Attachment "C", and the draft grant deed to Scannell is Attachment "D". Staff recommends Council approve the Grant Deed to Scannell and authorize the reversion of the property to Scannell pursuant to the request by LMI.

BACKGROUND:

LLDC constructed two recycled water storage ponds in Mossdale Village, referred to as Ponds "A" and "B". These Ponds were not intended to be a permanent location, due to the high value of land in Mossdale. LLDC later acquired an 18.15-acre parcel of land at 1520 Lathrop Road, known as the Reiter Property. LLDC intended to build a recycled water storage pond on the Reiter Property to replace Ponds A and B so that the Pond A and B Property could be developed. With that intent, the Reiter Property was dedicated to the City of Lathrop in December of 2004, with the understanding that the property would only be used for recycled water storage pond to serve the LLDC development, and if that did not occur, the land would revert to LLDC. This reversionary interest was transferred to LMI in July 2014. A Vicinity Map of Ponds A and B and the Reiter Property is included as Attachment "B".

When the economy slowed down in 2005, LLDC chose to delay construction of the pond on the Reiter Property, anticipating the economy would to improve in the near future.

CITY MANAGER'S REPORT **PAGE 2**
NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF GRANT DEED TO REVERT REAL PROPERTY TO SCANNELL
PROPERTIES LLC

The economy finally recovered, but at the same time, the City is now processing a river outfall project for recycled water that would make nearly all storage ponds, including the Reiter Pond unnecessary. Therefore, rather than build a pond that would soon be obsolete, LMI, the successor to LLDC, entered into a purchase and sale agreement with Scannell Properties LLC ("Scannell") to develop the property. If the river outfall project is not completed, Scannell will still purchase the property from LMI and Ponds A and B will remain in place to serve as LMI's storage capacity.

The reversion of the Reiter properties is at the discretion of LMI. LMI has asked the City to return the Reiter Property directly to Scannell for development. The request letter from LMI is Attachment "C", and the draft grant deed to Scannell is Attachment "D". Staff recommends Council approve the Grant Deed to Scannell and authorize the reversion of the property to Scannell pursuant to the request by LMI.

REASON FOR RECOMMENDATION:

Transfer of ownership of the Reiter Property is at the discretion of LMI. LMI has asked that the City be revert the Reiter Properties to Scannell Properties LLC for development.

FISCAL IMPACT:

There is no cost to the City to execute the deed. All costs for City staff time have been paid by LMI.

ATTACHMENTS:

- A. Resolution Approving Grant Deed to Revert Real Property to Scannell Properties LLC
- B. Vicinity Map of Ponds A and B and Reiter Property
- C. Letter from LMI requesting City to revert Reiter Property at 1520 Lathrop Road to Scannell Properties LLC
- D. Draft Grant Deed from City to Scannell Properties LLC

CITY MANAGER'S REPORT
NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF GRANT DEED TO REVERT REAL PROPERTY TO SCANNELL
PROPERTIES LLC

APPROVALS:



Brad Taylor
Land Development Manager

10/26/2021
Date



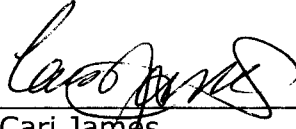
Glenn Gebhardt
City Engineer

10/26/21
Date



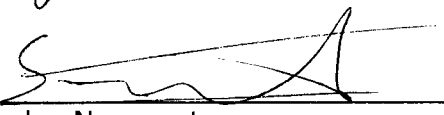
Michael King
Public Works Director

10/26/2021
Date




Cari James
Finance Director

10/29/2021
Date



Salvador Navarrete
City Attorney

10-27-2021
Date



Stephen J. Salvatore
City Manager

11.1.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING GRANT DEED TO REVERT REAL PROPERTY TO SCANNELL PROPERTIES LLC

WHEREAS, Lathrop Land Development Company ("LLDC") constructed two recycled water storage ponds in Mossdale Village, referred to as Ponds "A" and "B" and these ponds were not intended to be a permanent location, due to the high value of land in Mossdale; and

WHEREAS, LLDC later acquired an 18.15-acre parcel of land at 1520 Lathrop Road, known as the Reiter Pond on which LLDC intended to build a recycled water storage pond to replace Ponds A and B so that the Pond A and B property could be developed; and

WHEREAS, with that intent, the Reiter Property was dedicated to the City of Lathrop in December of 2004, with the understanding that the property would only be used as a recycled water storage pond to serve the LLDC development, and if that did not occur, the land would revert to LLDC. This reversionary interest was transferred to Lathrop Mossdale Investors LP ("LMI") in July 2014; and

WHEREAS, LLDC delayed construction of the pond on the Reiter Property. The City is now processing a river outfall project for recycled water that would make nearly all storage ponds, including the Reiter Pond, unnecessary; and

WHEREAS, therefore, rather than build a pond that would soon be obsolete, LMI, the successor to LLDC, entered into a purchase and sale agreement with Scannell Properties LLC ("Scannell") to develop the property; and

WHEREAS, since there is no longer a need for construction of the Reiter Pond, LMI has asked the City to revert the Reiter Property land directly to Scannell for development; and

WHEREAS, staff recommends Council approve the Grant Deed to Scannell Properties LLC and place it into escrow to allow the City to retain the property for possible future construction of a recycled water pond if the sale to Scannell does not occur.

NOW, BE IT RESOLVED, by the City Council of the City of Lathrop finds that no longer necessary for City to retain the 18.15-acre parcel of land at 1520 Lathrop Road based on the fact that City is now processing a river outfall project for recycled water that would make nearly all storage ponds, including the Reiter Pond, unnecessary and it is now appropriate to transfer the Reiter Pond pursuant to the reversionary language in the Grant Deed by which the City took ownership; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Lathrop authorizes the City Manager or their designee to execute the Grant Deed to Scannell Properties LLC and authorizes the transfer of the property to Scannell pursuant to the written request of LMI, the owner of the reversionary interest.

The foregoing resolution was passed and adopted this 8th day of November 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

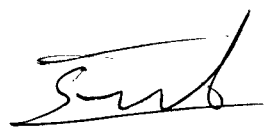
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas
City Clerk

APPROVED AS TO FORM:



Salvador Navarrete
City Attorney

Vicinity Map of Ponds A and B and Reiter Property



October 26, 2021

Mr. Brad Taylor
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Re: Reversionary Interest in 1520 Lathrop Road

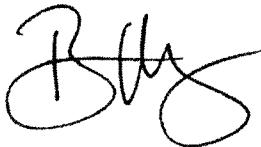
Dear Brad,

Ownership of the subject property located at 1520 Lathrop Road (aka the "Reiter Property") was transferred to the City of Lathrop in December 2004 for purposes of using the property "solely for spray irrigation of reclaimed water or reclaimed water storage ponds..." A copy of the recorded Grant Deed (Instrument #2004-288236) from Lathrop Land Development Company, Inc. (LLDC) is attached hereto for reference. The Grant Deed contains a reversionary clause which states that "if all or any portion of the Reiter Property becomes no longer necessary for such purposes for any reason...then all of the applicable portion of the Reiter Property shall be reconveyed to Grantor by grant deed." The Grantor, LLDC, subsequently transferred this reversionary interest to Lathrop Mossdale Investors LP (LMI) in July 2014; a copy of this grant deed is also attached.

Scannell Properties LLC recently entered into a purchase and sale agreement with LMI for the acquisition of the Reiter Property. First American Title Company has prepared the attached grant deed to facilitate the reconveyance of the Reiter Property from the City to a new single purpose entity controlled by Scannell. With this letter LMI is requesting that the City review and execute the attached grant deed, and deposit the fully executed grant deed into a third-party escrow account with First American in anticipation of the transfer to Scannell. LMI will also place into escrow an executed quitclaim deed releasing any rights to the reversionary interest in the Reiter Property. All escrow costs including recording fees will of course be paid for by LMI.

Thank you very much for your assistance. Please let me know if you have any questions or concerns regarding this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Myers', written over a white background.

Bruce Myers
Authorized Agent for LMI

27

ORT 241007030SM ORIGINAL

DOC # 2004-288236

12/17/2004 09:13A Fee:NC

Page 1 of 6

Recorded in Official Records

County of San Joaquin

GARY W. FREEMAN

Assessor-Recorder-County Clerk

Paid by OLD REPUBLIC TITLE CO



RECORDING REQUESTED BY
Alliance Title Company
AND WHEN RECORDED MAIL TO

Name City of Lathrop
Street ATTN: City Clerk
Address 16775 Howland Road
City,State Lathrop, CA 95330
Zip

Order No. 12291726-707-DMC

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

City of Lathrop

Conveyance Tax is \$0.00

Parcel No. 198-040-14

Documentary Transfer Tax is SR & T 11922

- computed on full value of interest or property conveyed, or
- full value less value of liens or encumbrances remaining at the time of sale

Declarant or Agent Determining Tax

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Lathrop Land Development Company, Inc., a California corporation

hereby GRANT(s) to

City of Lathrop, a Municipal corporation

the following real property in the city of Lathrop

county of San Joaquin, state of California more particularly described in Exhibit A.

The real property granted hereby the "Reiter Property," shall be used solely for spray irrigation of reclaimed water or reclaimed water storage ponds, in compliance with all applicable laws, resulting from sewer services provided to certain real property situated in the City of Lathrop, County of San Joaquin, State of California, more particularly described in Exhibit B attached hereto and incorporated herein by this reference and referred to herein as the "LLDC Property".

By acceptance of this Grant Deed, Grantee hereby covenants and agrees, for itself and its successors and assigns in title to the Reiter Property conveyed herein, that the Reiter Property conveyed herein shall be used solely for the purposes described in the immediately preceding paragraph, and that if all or any portion of the Reiter Property becomes no longer necessary for such purposes for any reason, including without limitation, because Grantor has provided to Grantee interests in other real property sufficient to replace all or the applicable portion of the Reiter Property conveyed herein for said public purposes or Grantor has provided for another lawful means to dispose of recycled water previously disposed on all or a portion of the Reiter Property, such as a lawful river outfall, then all or the applicable portion of the Reiter Property shall be reconveyed to Grantor by grant deed. The foregoing covenant that the Reiter Property conveyed herein shall be used solely for said public purposes is intended to and shall be a covenant running with the land for the benefit of the LLDC Property. The reversionary interest reserved herein shall be personal to Grantor, its successors and assigns.

Grantor hereby covenants and agrees, and by acceptance of this Grant Deed, Grantee hereby covenants and agrees, for itself and its successors and assigns in title to the Reiter Property conveyed herein, to perform such other acts, executed, acknowledge and deliver such further instruments, including, without limitation execution of grant deed, and provide such further assurances consistent with the provisions of this Grant Deed as may be necessary or appropriate.

MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name Street Address City & State

See Exhibit A attached hereto and made a part hereof (Reiter Property)

See Exhibit B attached hereto and made a part hereof (LLDC Property).

Dated: November 8, 2004

Lathrop Land Development Company, Inc.
a California corporation

STATE OF CALIFORNIA
COUNTY OF Contra Costa

} S.S. BY: Jeffrey W. Abramson, President

On November 15, 2004 before me,

Helen Anne Fisher

a Notary Public in and for said County and State, personally appeared
Jeffrey W. Abramson

personally known to me (or 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.

WITNESS my hand and official seal.

Signature Helen Anne Fisher



(This area for official notarial seal)

Exhibit A

REITER PROPERTY

All that certain real property situate in the City of Lathrop, County of San Joaquin, State of California, described as follows:

Parcel B, as shown upon that certain Parcel Map filed for record on September 3, 1982, in Book 11 of Parcel Maps at Page 97 and being a portion of the Northwest ¼ of Section 24, Township 5 South, Range 6 East, Mount Diablo Base and Meridian.

Excepting Therefrom that portion of said property lying below a depth of 500 feet measured vertically from the contour of the surface thereof; without the right for any purpose whatsoever to enter upon, into or through the surface of the property granted herein or any part thereof lying between said surface and 500 feet below said surface, as reserved in Deed executed by Southern Pacific Transportation Company, a Delaware Corporation, dated December 27, 1977 are recorded March 3, 1978 in Volume 4369 at Page 319, San Joaquin County Records.

Also Excepting Therefrom that portion thereof conveyed to City of Lathrop by Final Order of Condemnation, by Instrument recorded November 4, 2003, Document No.2003-255710, Official Records, and recorded February 5, 2004, Document No. 2004-023777, Official Records.

Also Excepting Therefrom that portion thereof conveyed to South San Joaquin Irrigation District by Final Order of Condemnation, by Instrument, recorded July 29, 2004, Document No. 2004-168259, Official Records.

End of Legal Description

APN NO. : 198-040-14

MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name	Street Address	City & State
------	----------------	--------------

EXHIBIT "B"

LLDC PROPERTY

All that certain real property situate in the City of Lathrop, County of San Joaquin, State of California, described as follows:

Lots 1, 2, 3, 4, 5, 8, 10, 11, 13, 14 & 16, as shown on that certain Map of Tract No. 3142, Mossdale Village North, which Map was filed for record in the office of the Recorder of the County of San Joaquin, State of California on August 27, 2003, in Book 38 of Maps, page(s) 49.

Except Therefrom and undivided $\frac{1}{2}$ interest in and to all oil, gas, minerals and other hydrocarbon products by Deed recorded December 7, 1954 in Volume 1693 of Official Records, Page 45.

Also Except Therefrom and undivided $\frac{1}{4}$ interest in and to all oil, gas, minerals and other hydrocarbon products by Deed to Raymond A. Muller and Elsie K. Muller, recorded June 5, 1970 in Book 3400, Page 284, Official Records.

Together with the additional properties described as follows:

RECYCLED WATER BASIN NO. 1

THAT PORTION OF THAT CERTAIN REAL PROPERTY GRANTED TO LATHROP MOSSDALE INVESTORS LP., RECORDED ON THE 25TH DAY OF OCTOBER, 2003 IN INSTRUMENT NUMBER 2003-244446, SAN JOAQUIN COUNTY RECORDS, SITUATED IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF SAID PARCEL (2003-244446), FROM WHICH THE SOUTHWEST CORNER OF SAID PARCEL (2003-244446) BEARS NORTH 89°06'50" WEST 28.03 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG THE FOLLOWING 6 COURSES:

1. ALONG A LINE, PARALLEL WITH THE WESTERLY BOUNDARY OF SAID PARCEL (2003-244446) AND LYING 28.00 FEET EASTERLY NORTH 01°50'13" WEST 384.52 FEET;
2. THENCE TO THE RIGHT, ALONG THE ARC OF A 20.00 FOOT RADIUS, CURVE, HAVING A CENTRAL ANGLE OF 98°56'08" AND AN ARC LENGTH OF 34.54 FEET;
3. THENCE ALONG A LINE, PARALLEL WITH THE NORTHERLY BOUNDARY OF SAID PARCEL (2003-244446) AND LYING 35.00 FEET SOUTHERLY SOUTH 82°54'05" EAST 686.12 FEET;
4. THENCE LEAVING SAID PARALLEL LINE SOUTH 37°44'17" EAST 42.55 FEET;
5. THENCE SOUTH 07°25'30" WEST 802.08 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID PARCEL (2003-244446);

6. THENCE ALONG SAID SOUTHERLY BOUNDARY NORTH 89°06'50" WEST 597.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.26 ACRES, MORE OR LESS.

TOGETHER WITH:

RECYCLED WATER BASIN NO. 2

THAT PORTION OF SAID *PARCEL (2003-244446)* AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF SAID *PARCEL (2003-244446)*, FROM WHICH THE SOUTHWEST CORNER OF SAID *PARCEL (2003-244446)* BEARS NORTH 89°06'50" WEST 742.23 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG THE FOLLOWING 4 COURSES:

1. NORTH 07°25'30" EAST 799.78 FEET;
2. THENCE NORTH 52°15'43" EAST 42.31 FEET;
3. THENCE ALONG A LINE, PARALLEL WITH SAID NORTHERLY BOUNDARY AND LYING 35.00 FEET SOUTHERLY SOUTH 82°54'03" EAST 370.53 FEET;
4. THENCE LEAVING SAID PARALLEL LINE SOUTH 53°26'34" EAST 26.00 FEET;

THENCE ALONG A LINE, PARALLEL WITH THE EASTERLY BOUNDARY OF SAID *PARCEL (2003-244446)* AND LYING 7.00 FEET WESTERLY THE FOLLOWING 3 COURSES:

1. SOUTH 16°00'56" WEST 228.46 FEET;
2. THENCE TO THE LEFT, ALONG THE ARC OF A 3,037.57 FOOT RADIUS NON-TANGENT CURVE, HAVING A RADIAL BEARING OF NORTH 73°57'50" WEST, A CENTRAL ANGLE OF 08°37'37" AND AN ARC LENGTH OF 457.36 FEET;
3. THENCE SOUTH 07°25'33" WEST 90.69 FEET TO A POINT ON SAID SOUTHERLY BOUNDARY;

THENCE ALONG SAID SOUTHERLY BOUNDARY NORTH 89°06'50" WEST 351.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.89 ACRES, MORE OR LESS.

City of Lathrop

16775 Howland Road - Suite One
Lathrop, California 95330
(209) 858-2860
Fax (209) 858-5259



CERTIFICATE OF ACCEPTANCE

December 1, 2004

This is to certify the Grant Deed for APN 198-040-14 granted to the City of Lathrop, a political corporation and governmental agency, by: Lathrop Land Development, Inc, a California Corporation.

is hereby accepted by the undersigned officer on behalf of the City Council pursuant to authority conferred by Resolution 90-72, of the City Council adopted on September 26, 1990, and the duly authorized officer.

By: Nancy Rustigian
Nancy Rustigian, CMC, City Clerk

See attached Exhibit "A" for legal description

= METROSCAN PROPERTY PROFILE =
San Joaquin (CA)

=====

<<< OWNERSHIP INFORMATION >>>

=====

Parcel Number :198 040 14
 Owner :Lathrop City Of
 Co Owner :
 Site Address :1520 Lathrop Rd Lathrop
 Mail Address :390 Towne Centre Dr Lathrop Ca 95330
 Owner Phone :209-941-7200

=====

<<< SALES AND LOAN INFORMATION >>>

=====

Transferred	:12/17/2004	Loan Amount	:
Document #	:288236	Lender	:
Sale Price	:	Loan Type	:
Deed Type	:	Interest Rate	:
% Owned	:100	Vesting Type	:

=====

<<< ASSESSMENT AND TAX INFORMATION >>>

=====

Land	:\$1,607,000	Exempt Type	:
Structure	:	Exempt Amount	:
Other	:	Tax Rate Area	:007013
Total	:\$1,607,000	08-09 Taxes	:
% Improved	:		

=====

<<< PROPERTY DESCRIPTION >>>

=====

Map Grid :
 Census : Tract: Block:
 Land Use : 0937 Gov, City Property, Misc
 Sub/Plat : T1s R6e
 Legal :

=====

<<< PROPERTY CHARACTERISTICS >>>

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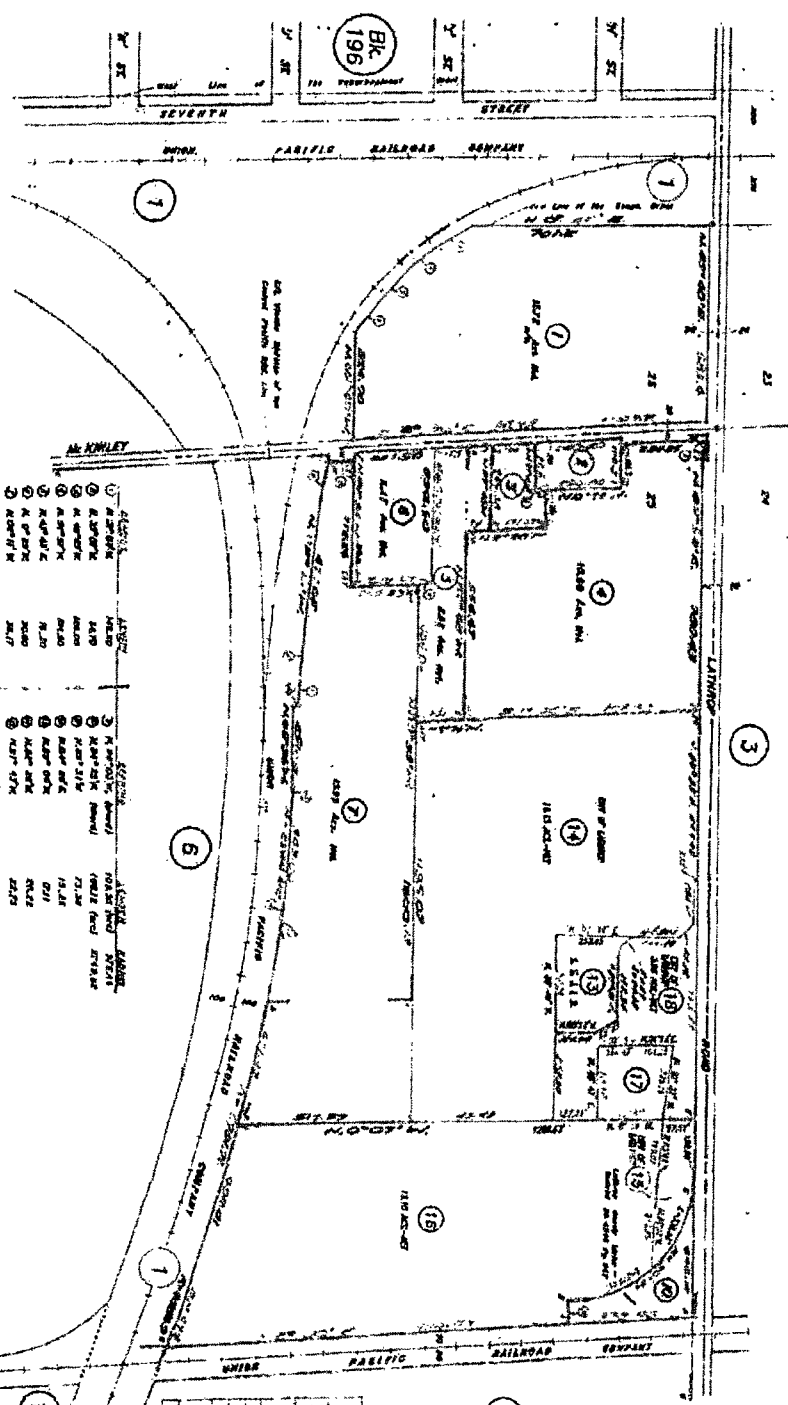
Total Rooms	:	Building Sq Ft	:
Bedrooms	:	Garage	:
Bathroom Total	:	Garage Spaces	:
Fireplace	:	Building Style	:
Pool	:	Year Built	:
Spa	:	Eff Year Built	:
Stories	:	Quality	:
Lot Acres	:18.15	Wall Material	:
Lot Sq Ft	:790,614	Heat Method	:
Lot Dimensions	:	Air Method	:
Total Units	:		

 Information compiled from various sources. Real Estate Solutions makes no representations
 or warranties as to the accuracy or completeness of information contained in this report.

POR. SEC. 25 & 26, T.1S.R.6E. M.D.B.&M.

THIS MAP FOR
ASSESSMENT USE ONLY

198-04



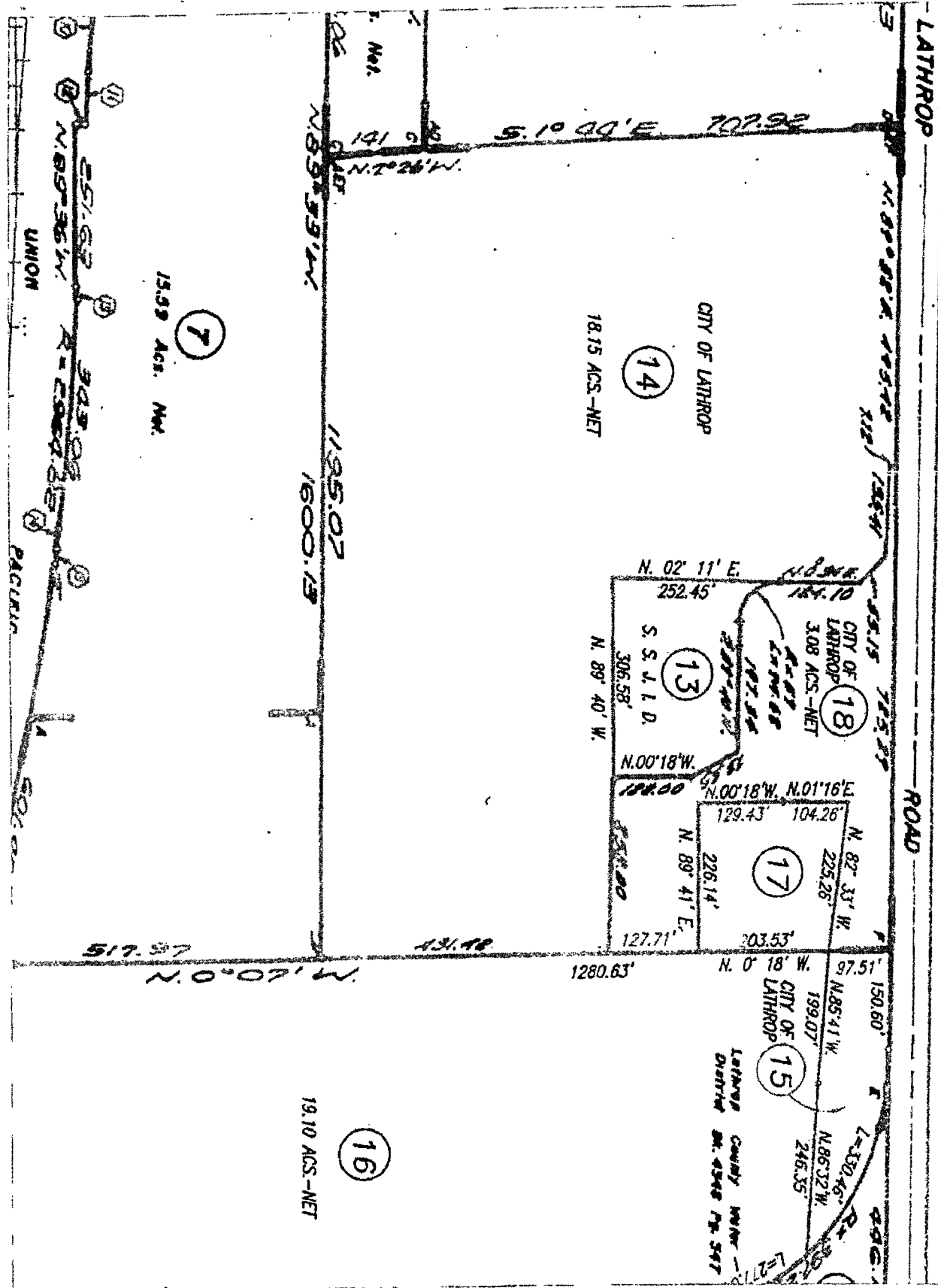
- A - R. S. Bl. 11 Pg. 040
- B - R. S. Bl. 12 Pg. 060
- C - R. K. Bl. 08 Pg. 012
- D - R. K. Bl. 09 Pg. 012
- E - R. K. Bl. 09 Pg. 012
- F - R. K. Bl. 11 Pg. 037

Lot No.	Area	Assessor's Block No.	Page No.
1	1.20	196	040
2	1.20	196	040
3	1.20	196	040
4	1.20	196	040
5	1.20	196	040
6	1.20	196	040
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15	1.20	196	040
16	1.20	196	040
17	1.20	196	040
18	1.20	196	040
19	1.20	196	040
20	1.20	196	040
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24	1.20	196	040
25	1.20	196	040

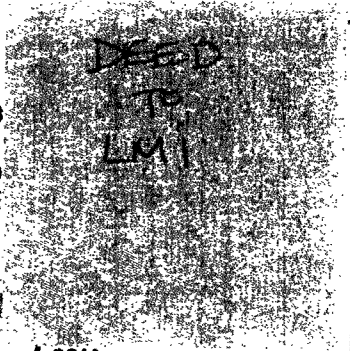
NOTE: Assessor's Parcel Numbers Shown in Circles
Assessor's Block Numbers Shown in Boxes

CITY OF LATHROP
Assessor's Map Bl. 198 Pg. 04
County of San Joaquin, Calif.

Lot No.	Area	Assessor's Block No.	Page No.
1	1.20	196	040
2	1.20	196	040
3	1.20	196	040
4	1.20	196	040
5	1.20	196	040
6	1.20	196	040
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24	1.20	196	040
25	1.20	196	040



Doc #: 2014-072717
07/24/2014 10:44:38 AM
Page 1 of 4 Fee: \$23.00
Kenneth W. Blakemore
San Joaquin County Reco
Paid By: CHICAGO TITLE



Recording Requested By and
Return When Recorded to:

Lathrop Mossdale Investors, LP
675 Hartz Ave., Suite 300
Danville, CA 94526

AUG - 4 2014

Pacific Union Land Company

Grant Deed

Recording Requested By and
Return When Recorded to:

Lathrop Mossdale Investors, LP
675 Hartz Ave., Suite 300
Danville, CA 94526

**This Document Has Been Electronically
Recorded. See The Attached Cover Page
For Recording Information**

Grant Deed

GRANT DEED

This Grant Deed dated as of July 15, 2014, is made by and between Lathrop Land Development Company, Inc. ("Transferor"), and Lathrop Mossdale Investors, LP ("Transferee").

RECITALS

WHEREAS, on or about November 8, 2004, pursuant to a Grant Deed recorded in the Official Records of the County of San Joaquin on December 17, 2004, as Document No. 2004-288236 (the "Prior Deed"), Transferor transferred to the City of Lathrop the real property described in Exhibit A attached hereto, located in the City of Lathrop, County of San Joaquin and referred to in the Prior Deed as the "Reiter Property;" and

WHEREAS, the Prior Deed contains an express condition subsequent whereby the Reiter Property must be used solely for the purposes described in the Prior Deed and that if all or any portion of the Reiter Property becomes no longer necessary for such purposes for any reason that the Reiter Property shall be reconveyed to Transferor; and

WHEREAS, the interest in the Reiter Property retained by Transferor under the Prior Deed constitutes an interest in real property pursuant to California Civil Code Section 885.010; and

WHEREAS, Transferor now wishes to transfer, assign and convey all of its rights, interests and obligations under the Prior Deed to Transferee, and Transferee wishes to accept such transfer, assignment and conveyance;

GRANT

Now, therefore, for good and valuable consideration the receipt and sufficiency of which is acknowledged by Transferor and Transferee, Transferor hereby grants to Transferee all of Transferor's rights and interests under the Prior Deed to Transferee, and Transferee accepts such grant and agrees to assume and be bound by all obligations of Transferor under the Prior Deed.

TRANSFEROR:

Lathrop Land Development Company, Inc., a California corporation

By Lori R. Waltzer
Print Name: Lori R. Waltzer
Title: CFO

* The undersigned grantor(s) declares:
Documentary Transfer Tax is : \$ 11.00
 Unincorporated Area
 City of Lathrop

TRANSFEEEE:

Lathrop Mossdale Investors, L.P., a California limited partnership

By Jeffrey W. Abramson
Print Name: Jeffrey W. Abramson
Title: President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

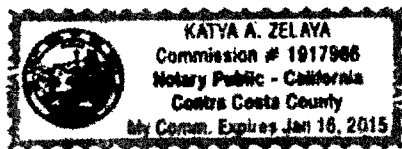
CIVIL CODE § 1189

State of California

County of Contra Costa

On July 18, 2014 before me, Katya A. Zelaya, Notary Public

personally appeared Loel R. Walter and Jeffrey W. Abramson



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: Katya A. Zelaya
Signature of Notary Public

Please Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

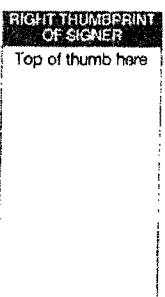
Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

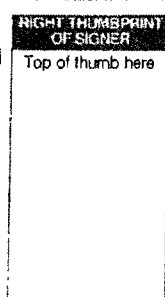
Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Corporate Officer — Title(s): _____
 - Individual
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Corporate Officer — Title(s): _____
 - Individual
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

Exhibit A

REITER PROPERTY

All that certain property situate in the City of Lathrop, County of San Joaquin, State of California, described as follows:

Parcel B, as shown upon that certain Parcel Map filed for record on September 3, 1982, in Book 11 of Parcel Maps at Page 97 and being a portion of the Northwest $\frac{1}{4}$ of Section 24, Township 5 South, Range 6 East, Mount Diablo Base and Meridian.

Excepting Therefrom that portion of said property lying below a depth of 500 feet measured vertically from the contour of the surface thereof; without the right for any purpose whatsoever to enter upon, into or through the surface of the property granted herein or any part thereof lying between said surface and 500 feet below said surface, as reserved in Deed executed by Southern Pacific Transportation Company, a Delaware Corporation, dated December 27, 1977 and recorded March 3, 1978 in Volume 4369 at Page 319, San Joaquin County Records.

Also Excepting Therefrom that portion conveyed to City of Lathrop by Final Order of Condemnation, by Instrument recorded November 4, 2003, Document No. 2003-255710, Official Records, and recorded February 5, 2004, Document No. 2004-023777, Official Records.

Also Excepting Therefrom that portion thereof conveyed to South San Joaquin Irrigation District by Final Order of Condemnation, by Instrument, recorded July 29, 2004, Document No. 2004-168259, Official Records.

End of Legal Description

APN NO.: 198-040-14

RECORDING REQUESTED BY:

First American Title Insurance Company National
Commercial Services

**MAIL TAX STATEMENT
AND WHEN RECORDED MAIL DOCUMENT TO:**

Scannell Properties, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240

Space Above This Line for Recorder's Use Only

A.P.N.: 198-040-140-000

File No.: NCS-1027401-CC (RS)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$ _____; CITY TRANSFER TAX \$ _____;
SURVEY MONUMENT FEE \$ _____

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area; City of **Lathrop**, and

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

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **City of Lathrop, a Municipal corporation**

hereby GRANTS to **Scannell Properties #478, LLC, an Indiana limited liability company**

the following described property in the City of **Lathrop**, County of **San Joaquin**, State of **California**:

PARCEL B, AS SHOWN UPON THAT PARCEL MAP FILED FOR RECORD ON SEPTEMBER 03, 1982 IN BOOK 11 OF PARCEL MAPS AT PAGE 97 AND BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM: THAT PORTION OF SAID PROPERTY LYING BELOW A DEPTH OF 500 FEET MEASURED VERTICALLY FROM THE CONTOUR OF THE SURFACE THEREOF; WITHOUT THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF THE PROPERTY GRANTED HEREIN OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE AS RESERVED IN DEED EXECUTED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, DATED DECEMBER 27, 1977 AND RECORDED MARCH 03, 1978 IN VOLUME 4369 AT PAGE 319, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPTING THEREFROM: THAT PORTION CONVEYED TO CITY OF LATHROP BY FINAL ORDER OF CONDEMNATION, BY INSTRUMENT RECORDED NOVEMBER 04, 2003, DOCUMENT NO. 2003-255710, OFFICIAL RECORDS AND RECORDED FEBRUARY 05, 2004, DOCUMENT NO. 2004-023777, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM: THAT PORTION THEREOF CONVEYED TO SOUTH SAN JOAQUIN IRRIGATION DISTRICT BY FINAL ORDER OF CONDEMNATION, BY INSTRUMENT, RECORDED JUNE 29, 2004 DOCUMENT NO. 2004-143350, SAN JOAQUIN COUNTY RECORDS AND RECORDED JULY 29, 2004 RECORDER'S INSTRUMENT NO. 2004-168259, SAN JOAQUIN COUNTY RECORDS.

Mail Tax Statements To: **SAME AS ABOVE**

Grant Deed - continued

A.P.N.: 198-040-140-000

File No.: NCS-1027401-CC (RS)

Date: _____, 2021

City of Lathrop,
a Municipal corporation

By: _____
Name: _____
Title: _____

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

STATE OF _____)SS

COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

This area for official notarial seal.

Notary Signature

RECORDING REQUESTED BY:
First American Title Insurance Company National
Commercial Services

**MAIL TAX STATEMENT
AND WHEN RECORDED MAIL DOCUMENT TO:**
Scannell Properties, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240

DRAFT

Space Above This Line for Recorder's Use Only

A.P.N.: 198-040-140-000

File No.: NCS-1027401-CC (RS)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$ _____; CITY TRANSFER TAX \$ _____;
SURVEY MONUMENT FEE \$ _____
[] computed on the consideration or full value of property conveyed, OR
[] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[] unincorporated area; [] City of **Lathrop**, and
EXEMPT FROM BUILDING HOMES AND JOBS ACTS FEE PER GOVERNMENT CODE 27388.1(a)(2)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **City of Lathrop, a Municipal corporation**

hereby GRANTS to **Scannell Properties #478, LLC, an Indiana limited liability company**

the following described property in the City of **Lathrop**, County of **San Joaquin**, State of **California**:

PARCEL B, AS SHOWN UPON THAT PARCEL MAP FILED FOR RECORD ON SEPTEMBER 03, 1982 IN BOOK 11 OF PARCEL MAPS AT PAGE 97 AND BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM: THAT PORTION OF SAID PROPERTY LYING BELOW A DEPTH OF 500 FEET MEASURED VERTICALLY FROM THE CONTOUR OF THE SURFACE THEREOF; WITHOUT THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF THE PROPERTY GRANTED HEREIN OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE AS RESERVED IN DEED EXECUTED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, DATED DECEMBER 27, 1977 AND RECORDED MARCH 03, 1978 IN VOLUME 4369 AT PAGE 319, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPTING THEREFROM: THAT PORTION CONVEYED TO CITY OF LATHROP BY FINAL ORDER OF CONDEMNATION, BY INSTRUMENT RECORDED NOVEMBER 04, 2003, DOCUMENT NO. 2003-255710, OFFICIAL RECORDS AND RECORDED FEBRUARY 05, 2004, DOCUMENT NO. 2004-023777, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM: THAT PORTION THEREOF CONVEYED TO SOUTH SAN JOAQUIN IRRIGATION DISTRICT BY FINAL ORDER OF CONDEMNATION, BY INSTRUMENT, RECORDED JUNE 29, 2004 DOCUMENT NO. 2004-143350, SAN JOAQUIN COUNTY RECORDS AND RECORDED JULY 29, 2004 RECORDER'S INSTRUMENT NO. 2004-168259, SAN JOAQUIN COUNTY RECORDS.

Mail Tax Statements To: **SAME AS ABOVE**

Grant Deed - continued

A.P.N.: 198-040-140-000

File No.: NCS-1027401-CC (RS)

Date: _____, 2021

City of Lathrop,
a Municipal corporation

By: _____
Name: _____
Title: _____

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

STATE OF _____)SS

COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

This area for official notarial seal.

Notary Signature

ITEM 4.8

CITY MANAGER'S REPORT NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF AGREEMENT AND LEASE BETWEEN TESLA, INC. AND THE CITY OF LATHROP FOR CROSSROADS PARKING**

RECOMMENDATION: **Adopt Resolution Approving an Agreement and Lease between Tesla, Inc. and the City of Lathrop for Crossroads Parking**

SUMMARY:

Tesla, Inc. (Tesla) has an increasing presence in the Crossroads Business Park, with the building located at 700 D'Arcy Parkway being their most recent addition. Most of Tesla's operations are manufacturing, which requires many employees and vehicle parking. The existing parking and area for additional parking at the 700 D'Arcy facility is insufficient for the approximate total of 1,500 employees, who will work in two shifts.

The City owns nine (9) acres of vacant land located at 18800 Christopher Way (APN 198-130-59) adjacent to the City's wastewater treatment plant. The City has no plans or intent to improve or use this land and therefore staff recommends that the Council approve an Agreement and Lease Between Tesla, Inc. and the City of Lathrop for Crossroads Parking (Attachment B) to allow Tesla to use this land for additional employee parking.

BACKGROUND:

Tesla, Inc. (Tesla) has an increasing presence in the Crossroads Business Park, with the building located at 700 D'Arcy Parkway being their most recent addition. The facility will be used to produce Tesla's newest product, Mega Pack, which is a grid-scale battery backup and storage system. Mega Pack will be exclusively manufactured in Lathrop and shipped worldwide to mitigate unstable electrical grids, support renewable energy use in off-peak generation hours and provide back-up power during grid failures. The existing parking and area for additional parking at the 700 D'Arcy Parkway facility is insufficient for the approximate total of 1,500 employees, working in two shifts.

The City owns nine (9) acres of vacant land located at 18800 Christopher Way (APN 198-130-59) adjacent to the City's wastewater treatment plant. The City has no plans or intent to improve or use this land and therefore staff recommends that Council approve an Agreement and Lease Between Tesla, Inc. and the City of Lathrop for Crossroads Parking (Attachment B) to allow Tesla to use this land for additional employee parking.

CITY MANAGER'S REPORT **PAGE 2**
NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF AGREEMENT AND LEASE BETWEEN TESLA, INC. AND THE
CITY OF LATHROP FOR CROSSROADS PARKING

The Agreement and Lease will also allow Tesla to construct improvements on the City property, including but not limited to paving, lighting and striping to facilitate the use of employee parking. The Agreement and Lease will remain active until Tesla terminates their lease for the building located at 700 D'Arcy Parkway as the employees using the parking facility will primarily work at this building. Both the City and Tesla have the option to terminate the Lease Agreement with 90 days' notice, giving flexibility in the City's use of the property.

REASON FOR RECOMMENDATION:

Tesla's presence in Lathrop promotes growth throughout the City by providing jobs, and tax revenue. The manufacturing facility at 700 D'Arcy will create roughly 1,500 jobs in the City as well as additional tax revenue and therefore staff is working to facilitate the maximum operation by providing a parking solution for Tesla employees. Staff recommends that Council approve an Agreement and Lease Between Tesla, Inc. and the City of Lathrop for Crossroads Parking to allow Tesla to use this land for additional employee parking.

FISCAL IMPACT:

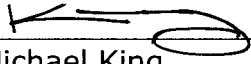
There is no fiscal impact to the City.

ATTACHMENTS:

- A. Resolution Approving an Agreement and Lease between Tesla, Inc. and the City of Lathrop for Crossroads Parking
- B. Agreement and Lease Between Tesla, Inc. and the City of Lathrop for Crossroads Parking

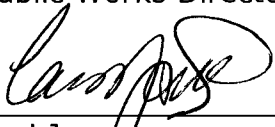
CITY MANAGER'S REPORT **PAGE 3**
NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF AGREEMENT AND LEASE BETWEEN TESLA, INC. AND THE
CITY OF LATHROP FOR CROSSROADS PARKING

APPROVALS:



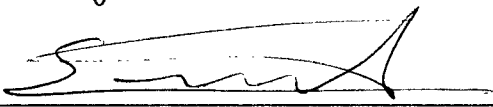
Michael King
Public Works Director

10-26-2021
Date



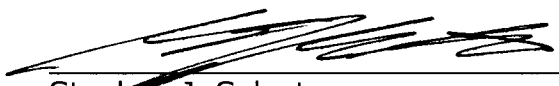
Cari James
Finance Director

10/29/2021
Date



Salvador Navarrete
City Attorney

10-27-2021
Date



Stephen J. Salvatore
City Manager

11.1.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AN LEASE AGREEMENT BETWEEN TESLA, INC. AND THE CITY OF LATHROP FOR CROSSROADS PARKING

WHEREAS, Tesla, Inc. (Tesla) has an increasing presence in the Crossroads Business Park, with the building located at 700 D'Arcy Parkway being their most recent addition. Most of Tesla's operations are manufacturing, which requires many employees and vehicle parking; and

WHEREAS, the existing parking and area for additional parking at the 700 D'Arcy facility is insufficient for the approximate total of 1,500 employees; and

WHEREAS, the City owns nine (9) acres of vacant land located at 18800 Christopher Way (APN 198-130-59), adjacent to the City's wastewater treatment plant. The City has no plans or intent to improve or use this land; and

WHEREAS, therefore staff recommends that the Council approve an Agreement and Lease Between Tesla, Inc. and the City of Lathrop for Crossroads Parking to allow Tesla to use this land for additional employee parking; and

WHEREAS, the Lease Agreement will also allow Tesla to construct improvements on the City property, including but not limited to paving, lighting and striping to facilitate the use of employee parking; and

WHEREAS, the Lease Agreement may remain active until Tesla terminates their lease for the building located at 700 D'Arcy Parkway as the employees using the parking facility will primarily work at this building. Both the City and Tesla have the option to terminate the Lease Agreement with 90 days' notice, giving flexibility in the City's use of the property.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop hereby approves the Lease Agreement between Tesla, Inc. and the City of Lathrop for Crossroads Parking.

The foregoing resolution was passed and adopted this 8th day of November 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

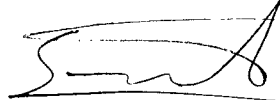
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas
City Clerk

APPROVED AS TO FORM:



Salvador Navarrete
City Attorney

**AGREEMENT AND LEASE BETWEEN TESLA, INC. AND THE CITY OF LATHROP
FOR CROSSROADS PARKING**

This Agreement is entered into this ____ day of _____, 2021 (the "Agreement") by and between Tesla, Inc., a Delaware corporation (hereinafter referred to as "TESLA") and the City of Lathrop, a general law city duly incorporated and existing under the laws of the State of California (hereafter referred to as "CITY"). The CITY and TESLA are referred to herein collectively as the "Parties" and individually as a "Party".

WITNESSETH

WHEREAS, the CITY owns Assessor Parcel Number 198-130-59, located along Christopher Way, in the City of Lathrop, State of California hereinafter referred to as the "PROPERTY" as shown on EXHIBIT "A", attached hereto and incorporated herein. CITY intends to grant an easement and license to a certain communication company for a cell tower installation and access drive as shown on Exhibit B attached hereto (the "Tower Areas"). TESLA shall have no right of access to the Tower Areas. The CITY has the authority, full right and power to make, execute and deliver this Agreement; and

WHEREAS, the CITY agrees to temporary allow TESLA to utilize the PROPERTY, excluding the Tower Areas, for the construction of a vehicle parking facility for the purpose of TESLA's employees, agents, contractors, licensees and invitees' parking to support TESLA's ongoing and future business operations in the Crossroads Industrial Park (the "Permitted Use").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth the Parties agree as follows:

1. The CITY hereby leases to TESLA the PROPERTY to TESLA, and TESLA hereby leases from the CITY the PROPERTY (except for the Tower Areas), to have and hold for the Term, subject to the covenants, terms, and conditions of this Agreement. TESLA shall construct the vehicle parking facility consistent with current City Standards at TESLA's own cost and expenses for the beneficial use of TESLA's operations within the Crossroads Business Park ("TESLA's Improvements"). Such vehicle parking facility is hereinafter referred to as the "PARKING LOT".
2. TESLA agrees the PROPERTY is land upon which exists minor installations and equipment, such as abandoned pipes (the "Installations"), and TESLA accepts both the PROPERTY and the Installations in their present condition. TESLA further agrees that it will construct the PARKING LOT in compliance with applicable laws and legal requirements.

TESLA shall have the right to maximize the amount of parking spaces located within the PARKING LOT (including but not limited to the right to re-stripe the PARKING LOT at TESLA's discretion) and to install a security enclosure on the Premises around the PARKING LOT at TESLA's sole cost and expense. TESLA at TESLA's discretion shall have the right to install electric vehicle chargers at any time during the Term in the PARKING LOT and otherwise in accordance with applicable laws and the terms of this Agreement.

3. The initial term of this Agreement is for a period commencing on the date first written above and ending on October 31, 2028; thereafter TESLA shall have the right to extend the Term of this Agreement on an annual basis (November 1 – October 31 of each year) upon the same terms, covenants and conditions contained in this Agreement upon a thirty (30)- day advanced written notice to the CITY) as long as TESLA maintains its lease on the building located at 700 D'Arcy Parkway, Lathrop, CA 95330, for a total Term not to exceed 10 additional years (i.e. the last extension period allowed under this Agreement shall be from November 1, 2037 to October 31, 2038). Any extension beyond the October 31, 2038 shall require a separate written extension agreement mutually agreed to and fully executed by the Parties prior to the end of the extension term.

If the Parties sign no such extension agreement prior to the end of the extension term, this Agreement shall be deemed terminated and the Parties shall have no further obligations under this Agreement (except for the surviving obligations that are expressly agreed to in this Agreement). TESLA shall be required to remove all of TESLA's personal property and equipment from the PROPERTY. Notwithstanding any other provision herein, either Party may terminate this Agreement at any time during the Term by providing the other Party written notice of termination at least ninety (90) days in advance of the intended termination date. In the event CITY desires to sell the PROPERTY, TESLA shall have the right of first opportunity or right of first offer or right of first refusal as applicable, and CITY shall inform TESLA of such intent prior to marketing, selling or offering the PROPERTY for sale. TESLA shall inform CITY of its intent to purchase the PROPERTY upon terms and conditions mutually acceptable to both PARTIES, or to waive its right, within thirty (30) days of CITY's written notice.

4. The annual lease payment from TESLA to CITY for the land use is \$1.00 per annum, for each of CITY's fiscal year (which is July 1 – June 30), including any period of time during the planning and permitting process. This annual lease payment requirement shall become effective upon the execution of this Agreement.
5. This Agreement is subject to all existing easements, licenses and rights of way for canals, roads, pole lines, utilities, pipelines and other purposes.

6. CONSTRUCTION OF IMPROVEMENTS

- a. TESLA shall obtain the appropriate land use approval and building permits as required for TESLA's Improvements. All TESLA's Improvements shall be designed by a licensed engineer or architect (or qualified in house engineer or architect) in the State of California and all work shall be done by California licensed contractors. Permits required by any public agency for TESLA's Improvements shall be obtained and paid for by TESLA prior to commencing said activities. TESLA shall submit the plans and specifications for TESLA's Improvement plans to the CITY for review and approval prior to commencing TESLA's Improvements.
 - b. TESLA acknowledges that buildings or any other use than the Permitted Use will not be allowed on the PROPERTY without the prior written approval from CITY.
 - c. All equipment and vehicles on the PROPERTY, whether owned by TESLA or by its employees, agents, contractors, licensees and invitees shall be removed from the PROPERTY, and the PROPERTY shall be restored to the same or improved condition by TESLA at its sole cost and expense and to CITY's reasonable satisfaction within thirty (30) days of the termination of this Agreement, whether a 30-day notice triggers such termination date by either Party or by the expiration of this Agreement, unless CITY and TESLA mutually agree otherwise in writing. Any failure of TESLA to timely remove all equipment and vehicles shall be deemed an abandonment of such items and a waiver of any right to claim compensation for such items by TESLA. Upon a three (3) days' written notice to TESLA, the CITY shall be permitted to enter the PROPERTY and take possession and ownership of all equipment or, at the CITY's sole discretion, the CITY may have such items removed and disposed of and the CITY shall have a right to recover the costs of such removal and disposal from TESLA.
 - d. Prior to the performance of Tesla's Improvements, and if applicable, TESLA shall enter into service or construction agreements with all persons or entities performing Tesla's Improvements at the PROPERTY pursuant to TESLA's standard service agreements.
7. The PARKING LOT shall be maintained by TESLA, and all supplies and equipment needed for the maintenance of the PARKING LOT shall be supplied by TESLA at TESLA's sole cost and expense. TESLA's activities shall not interfere or hinder any other CITY activities, however CITY shall notify TESLA in writing if any such interference occur so that TESLA has the opportunity to cure promptly and diligently following CITY's notice.

8. CITY reserves the right to dedicate easements and install improvements for CITY and non-CITY utilities within the PROPERTY upon advance written notice to TESLA and the opportunity for TESLA to discuss with CITY in the event such encumbrances will materially interfere with TESLA'S PARKING LOT. TESLA acknowledges the CITY will in the near future dedicate an easement to PG&E for high voltage transmission poles along the frontage as described on Exhibit C as well as a telecom tower at the far east edge of the PROPERTY, as described on Exhibit B.
9. TESLA shall submit demolition plans, obtain CITY approval and abandon and dispose of all existing irrigation and other existing items that are in conflict with PARKING LOT prior to constructing improvements.
10. CITY owns all soil on PROPERTY and therefore CITY must be consulted prior to the export and/or modification of any soil; any soil export shall require CITY's approval in writing prior to the export of any soil by TESLA (if any). TESLA shall submit grading plans for CITY for review and approval prior to commencing any grading activities.
11. PROPERTY shall be maintained, repaired and operated by TESLA at its sole cost and expense. TESLA shall pay all expenses in connection with the use of the PROPERTY hereunder and the rights and privileges granted herein including, without limitation by reason of enumeration, utilities, insurance, repairs, maintenance, permit fees, licenses fees, and assessments lawfully leveled or assessed upon TESLA's operation at and from the PROPERTY. TESLA will secure all permits and licenses required by any ordinance or statute or other government regulation. All utilities servicing TESLA PARKING LOT shall be separately metered with the utility provider of TESLA'S choice.
12. TESLA shall obtain and maintain continuously in effect at all times during the term hereof at TESLA's sole expense, general liability insurance protecting the City of Lathrop, elected officials, employees, agents and volunteers against liability which may accrue against CITY by reason of TESLA's conduct and use of the PROPERTY, pursuant to TESLA's standard insurance policies, including Workers' Compensation in the amounts and as required by the state of California. Such insurance must include the CITY and its agents as additional insured hereunder. TESLA may provide any insurance required hereunder under so-called blanket policies covering other parties and locations so long as the coverage required hereunder is not diminished. TESLA may self-insure for the insurance required in this section TESLA shall promptly supply CITY with a certificate of insurance ("COI") evidencing compliance with the above requirements. TESLA shall not be permitted to commence any activity or operate on the PROPERTY unless a COI is provided to the CITY.

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

14. **NOTICES**

Any demand or notice which any Party shall be required or may desire to make upon or give any other concerning this Agreement shall be in writing and shall be delivered via electronic delivery to:

LESSEE: TESLA, Inc.
Attn: leaseadmin@tesla.com

With a copy to: TESLA, Inc., attn: lease administration, 901 Page Ave.
Fremont, CA 94538
And an electronic copy to: leaseadmin@Tesla.com

LESSOR: City of Lathrop
Attention: City Manager
390 Towne Centre Drive
Lathrop, CA 95330

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

15. TESLA shall permit CITY and its agents at all times upon 24 hours written notice to TESLA (except in the event of an emergency) to enter upon the PROPERTY to perform inspections.
16. TESLA shall not commit or permit others to commit waste, nuisance, or any other act that could disturb the quiet enjoyment of adjoin or neighboring lands and dwellings.
17. TESLA shall dispose of all waste and rubbish consistent with local regulations. TESLA will keep the PROPERTY free and clean of all rubbish, litter, and any other discarded materials that would cause the PROPERTY to appear unclean or unkempt.
18. TESLA shall conduct all operations on the PROPERTY in strict conformity to applicable ordinances and regulations that are now or may hereafter be enacted or adopted by any governmental agency as it relates to the Permitted Use.
19. Nothing herein shall be deemed to make either TESLA an employee, agent, or joint venture of any with CITY.
20. The failure of any Party to this Agreement to insist upon the performance of any of the terms and conditions of their Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions. The same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
21. It is agreed that this Agreement shall be governed by, construed and enforced according to State of California law. In the event that any legal action is filed in relation to this Agreement, each Party shall be responsible to paying their own attorney fees.
22. CITY reserves the right to withdraw all or parts of the PROPERTY from this Agreement if such lands are in Judgment of CITY or required for CITY purposes provided that at least 180 days' prior written notice is given to TESLA.
23. The invalidity of any portion of this Agreement will not be deemed to affect the validity of any other provision in the event that any provision of this Agreement is held to be invalid the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by all Parties subsequent to the expungement of the invalid provision.
24. If TESLA fails or defaults in the faithful keeping or performance of any of the agreements herein contained, then CITY at its option may terminate and end this Agreement after 180 days' written notice to TESLA and reenter the PROPERTY and remove all persons and property therefrom.

25. Any modification or assignment of this Agreement or additional obligation assumed by any Party in connection with this Agreement shall be binding only if placed in writing, and signed by each Party or any authorized representative of each Party. TESLA shall not, without the written consent of the CITY having first been obtained, assign or encumber this Agreement or any part of the PROPERTY.

IN WITNESS HEREOF the CITY of Lathrop, a municipal corporation, has authorized the execution of this Agreement by its City Manager and attestation by its City Clerk on the date first written above.

"CITY"
City of Lathrop, a municipal corporation

"TESLA"
Tesla, Inc., a Delaware corporation

BY: _____
Stephen J. Salvatore
City Manager

BY: _____
Tesla, Inc.

BY: _____
Tesla, Inc.

ATTEST:

BY: _____
Teresa Vargas
City Clerk

**APPROVED AS TO FORM BY THE CITY OF
LATHROP CITY ATTORNEY:**

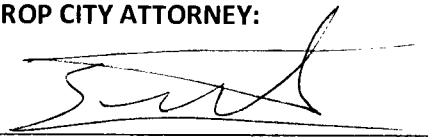
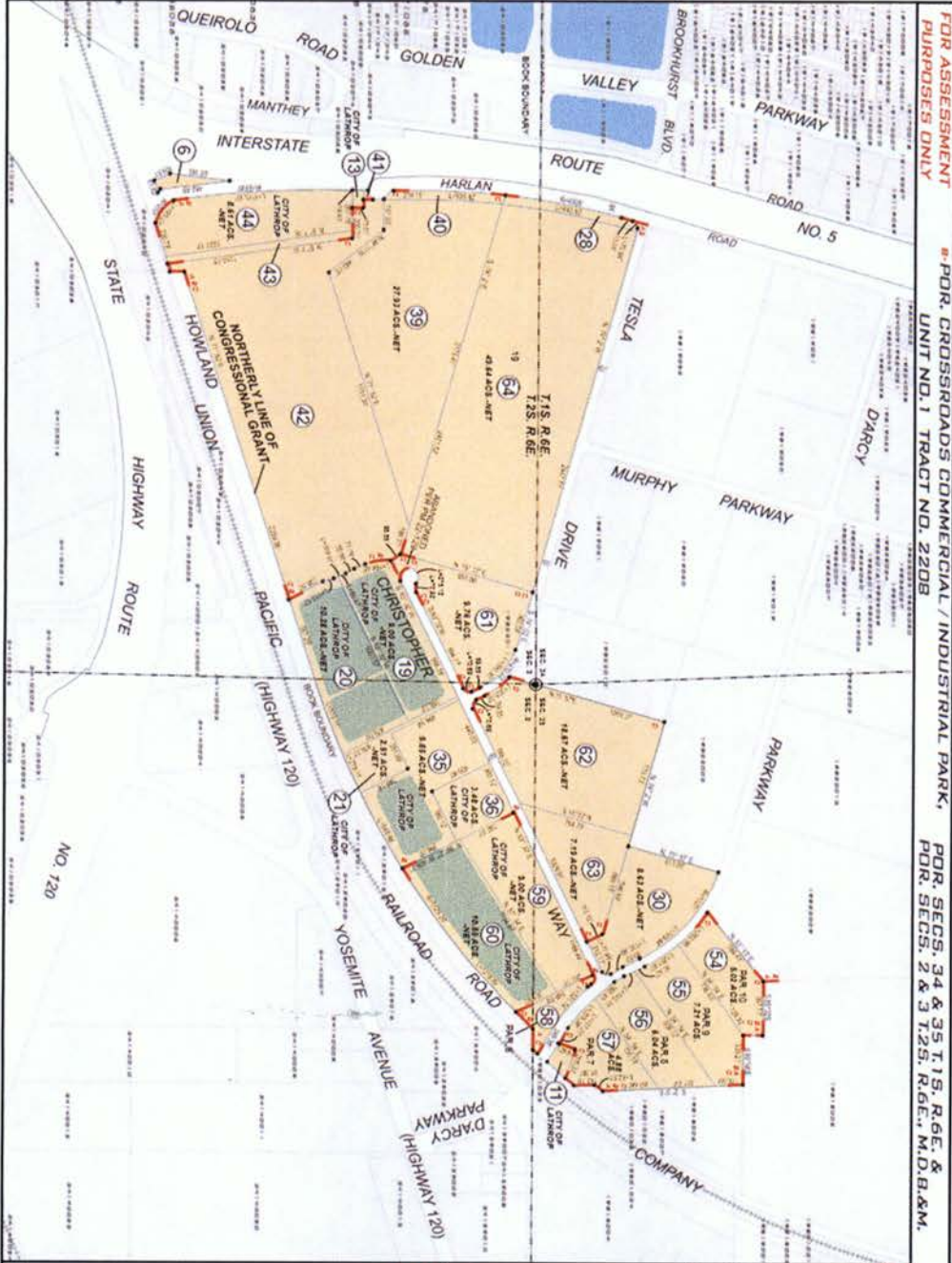
BY: 
Salvador Navarrete
City Attorney

EXHIBIT A



DISCLAIMER
 The sole purpose of this document is for the assessment and collection of County property taxes. County makes no representation or warranty, express or implied, about the completeness, accuracy, reliability or authenticity of the information set forth in this document. Therefore, this document should not be relied upon to determine the legal ownership of any specific parcel(s), nor to facilitate any real property transaction(s) between private parties. County is not liable for any loss or damage whatsoever arising from or in connection with the use of or reliance upon this document(s).



FOR ASSESSMENT PURPOSES ONLY
 R-1, PDR, CROSSROADS COMMERCIAL / INDUSTRIAL PARK, UNIT NO. 1 TRACT NO. 2208
 PDR, SECS. 34 & 35 T. 15, R. 6 E. & PDR, SECS. 2 & 3 T. 25, R. 6 E., M.D.B.A.M.

198-13



KAPP/16.6/5
 5 202 400 600

LEGEND
 Parcel Number 34-35 (R-1)
 Parcel Number 38-41 (R-2)
 Parcel Number 42-45 (R-3)
 Parcel Number 46-49 (R-4)
 Parcel Number 50-53 (R-5)
 Parcel Number 54-57 (R-6)
 Parcel Number 58-59 (R-7)

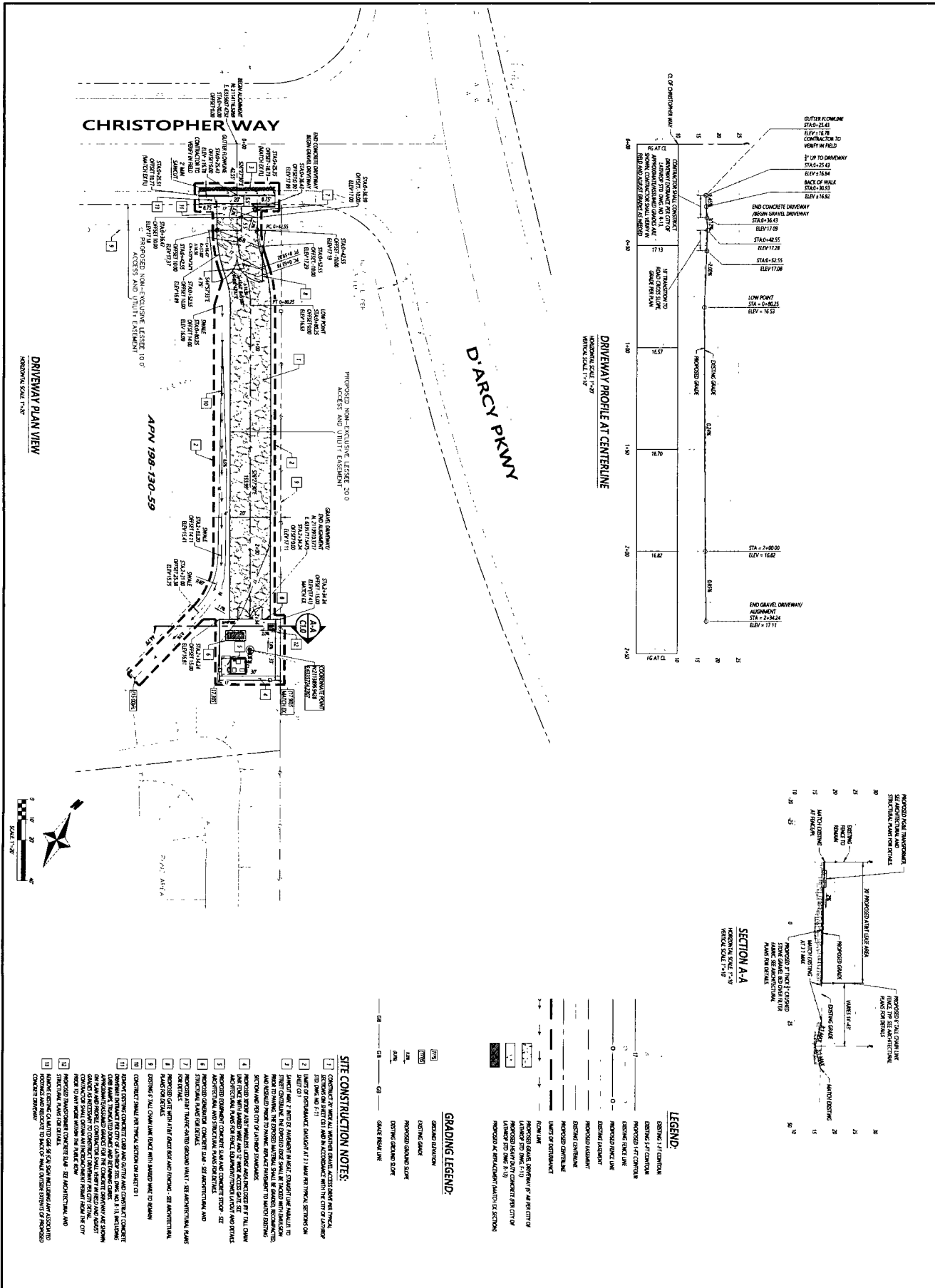
Williamson Air Parcel
Atkinson Dock Redevelopment
 A-1 - 34.1 Ac. 12.1 Pct. 1.84
 B-1 - 34.1 Ac. 21 Pct. 0.70
 C-1 - 34.1 Ac. 22 Pct. 1.29
 D-1 - 34.1 Ac. 23 Pct. 0.47

STANISLAUS COUNTY	
ASSESSOR'S OFFICE	
Parcel No.	Value
34	1,840,000
35	1,840,000
38	1,840,000
39	1,840,000
40	1,840,000
41	1,840,000
42	1,840,000
43	1,840,000
44	1,840,000
45	1,840,000
46	1,840,000
47	1,840,000
48	1,840,000
49	1,840,000
50	1,840,000
51	1,840,000
52	1,840,000
53	1,840,000
54	1,840,000
55	1,840,000
56	1,840,000
57	1,840,000
58	1,840,000
59	1,840,000

BK. 198 PG. 13
 COUNTY OF
 SAN JOAQUIN, CA
 STANISLAUS COUNTY

EXHIBIT B

TOWER AREAS

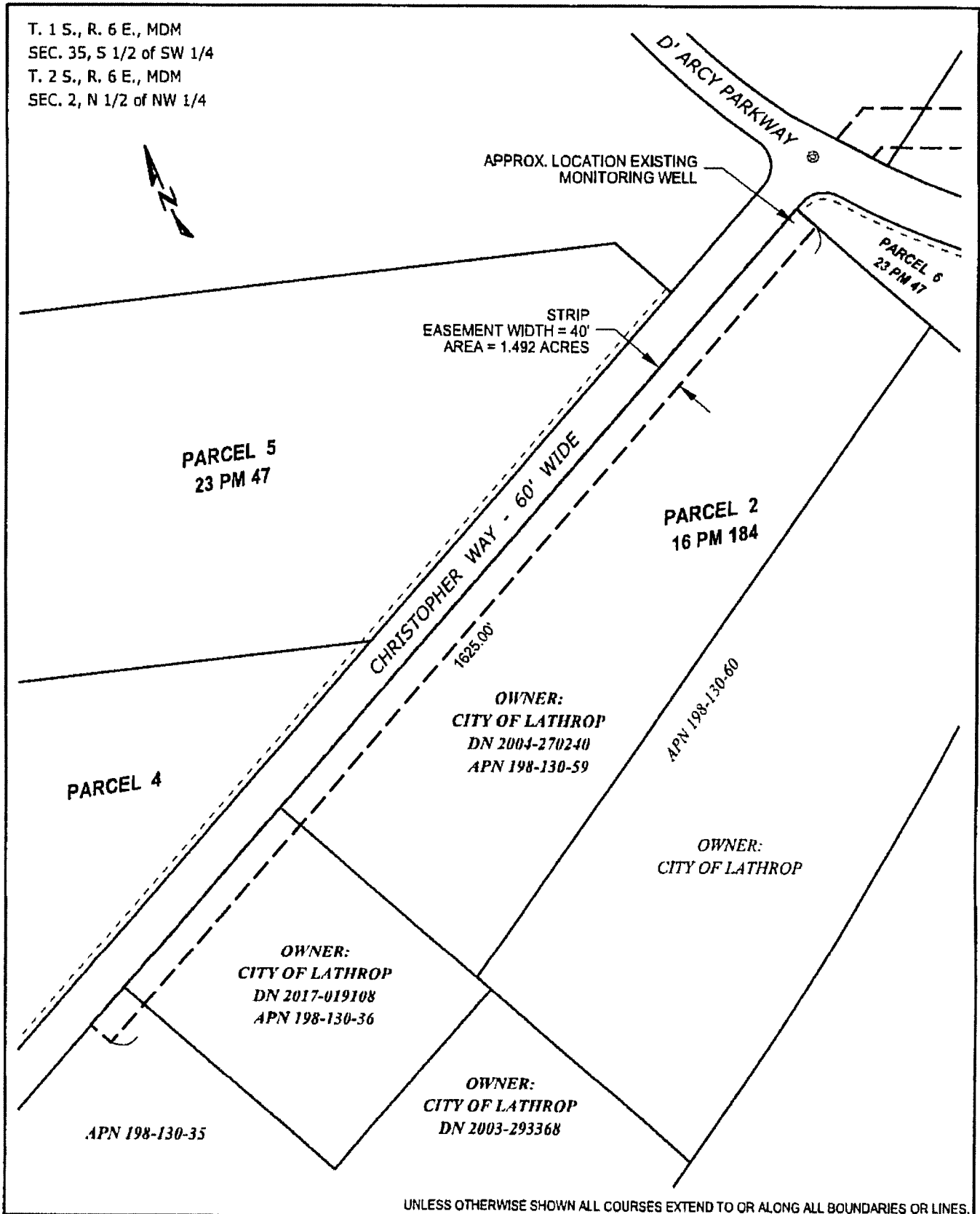


<p>CVL01950 D'ARCY PARKWAY ACCESS DRIVE PLAN AND PROFILE CHRISTOPHER WAY, LATHROP, CA 95330 APN: 198-130-59</p>			<p>CARTWRIGHT NOR CAL CIVIL ENGINEERING & PROJECT MANAGEMENT 3010 LAVA RIDGE COURT, SUITE 160 ROSEVILLE, CA 95661 T (916) 578-4001 WWW.CARTWRIGHTENGINEERS.COM</p>										
<p>PROJECT# 22066 SCALE 1" = 40' DATE 10/20/2011 APPROVALS DRAWN BY: [Signature] CHECKED BY: [Signature] DATE: [Signature]</p>	<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>			NO.	DATE	DESCRIPTION							
NO.	DATE	DESCRIPTION											

EXHIBIT C

PGE Easement

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




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

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	

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**CITY MANAGER’S REPORT
NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING**

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER THE 2022 SJMSCP DEVELOPMENT FEE ANNUAL ADJUSTMENT

RECOMMENDATION: Council to Consider the Following:

- 1. Hold a Public Hearing; and**
- 2. Adopt a Resolution Approving an Annual Adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) Development Fee for 2022.**

SUMMARY:

On September 23, 2021, the San Joaquin Council of Governments (SJCOG) Board approved the annual adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) development fees. With recommendation from the SJCOG staff, Financial Subcommittee, and Habitat Technical Advisory Committee, SJCOG Inc. Board approved the annual adjustment to the development fees and is requesting each participating jurisdiction to adopt the annual adjustment to the SJMSCP development fees. The new fee calculations will become effective on January 1, 2022.

The final calculation of the 2022 SJMSCP development fees shows an approximate overall increase of 12.7% in the most commonly impacted categories of Agricultural and Natural habitat classifications compared from 2021. The increase is due primarily to a rise in the land acquisition component for agricultural land price values of comparable sales and an unusually robust rise in the reported Consumer Price Index (CPI) for Categories B (Assessment and Enhancement) and C (Land Management and Administration).

The following table shows the habitat category, the current 2021 fees, and proposed 2022 fee adjustments.

YEAR	2018	2019	2020	2021	2022 (Proposed)
Multi-purpose	\$9,701	\$6,700	\$6,412	\$8,682	\$9,781
Agriculture/Natural	\$19,400	\$13,399	\$12,822	\$17,363	\$19,561
Vernal Pool (grasslands)	\$72,523	\$54,576	\$52,833	\$71,544	\$80,453
Vernal Pool (wetted)	\$116,871	\$101,033	\$100,788	\$161,286	\$174,040

**CITY MANAGERS REPORT
NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING
2022 SJMSCP DEVELOPMENT FEES**

PAGE 2

Staff recommends adoption of the attached resolution approving an annual adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) development fees for 2022.

BACKGROUND:

On November 6, 2001, the City Council adopted Ordinance No. 01-194, establishing the SJMSCP. The plan established a procedure to mitigate the impacts of new development on undeveloped land within the Cities of Lathrop, Escalon, Tracy, Ripon, Manteca, Lodi, Stockton, and San Joaquin County. Each City and the County adopted the SJMSCP and the recommended fee schedule at that time. A Habitat Conservation Map (Attachment 2) identifies those areas within the City of Lathrop that are subject to a specific habitat fee category. Since its adoption, the developer paid SJMSCP fees have been adjusted annually on January 1st of each year.

The development fees were calculated using a formula which is adjusted annually [Fee = Category A (acquisition) + Category B (assessment & enhancement) + Category C (land management & administration)]. Each component of the formula is adjusted using a specific mechanism which relates to the individual component in the fees.

Projects which participate under the SJMSCP benefit from a pre-determined streamlined processing of the project rather than navigating through a very long and cumbersome regulatory process through the state and federal permitting agencies. By opting for plan participation, the project can choose a number of ways to provide mitigation for the impacts of the project through the plan:

1. Pay a fee;
2. Redesign the project to avoid/minimize impacts;
3. Provide land in lieu of the SJMSCP fee which the project will negotiate the easement/fee title costs; or
4. Any combination of the above options.

Alternatively, the project proponent may choose to not participate in the SJMSCP and fulfill mitigation requirements on their own with state and federal permitting agencies. It's important to note that various development projects in Lathrop such as River Islands, Central Lathrop, South Lathrop and Gateway has taken advantage of the benefit this program provides.

RECOMMENDATION:

Staff recommends that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, adopt a resolution approving the annual adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan development fees for 2022.

**CITY MANAGERS REPORT
NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING
2022 SJMSCP DEVELOPMENT FEES**

PAGE 3

FISCAL IMPACT:

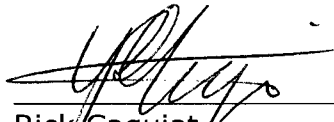
The fee adoption has no fiscal impact to the City. Developers may participate in the SJMSCP plan or opt out and fulfill mitigation requirements with state and federal permitting agencies.

ATTACHMENT:

1. Resolution to approve the 2022 San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) development fee.
2. SJMSCP Habitat Conservation Map
3. 2022 Habitat Fee Table

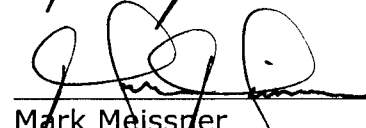
**CITY MANAGERS REPORT
NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING
2022 SJMSCP DEVELOPMENT FEES**

APPROVALS:



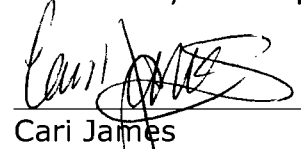
Rick Caguiat
Principal Planner

10/15/21
Date



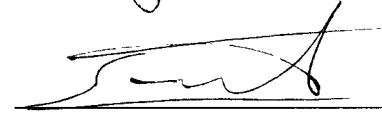
Mark Meissner
Community Development Director

10/15/2021
Date




Cari James
Finance Director

10/16/2021
Date



Salvador Navarrete
City Attorney

10-19-2021
Date



Stephen J. Salvatore
City Manager

10-21-21
Date

RESOLUTION NO. 21 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE ANNUAL ADJUSTMENT TO THE SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT CONSERVATION AND OPEN SPACE PLAN (SJMSCP) DEVELOPMENT FEE FOR 2022

WHEREAS, the City Council of the City of Lathrop adopted Ordinance No. 01-194 establishing the authority for collection of a Development Fee for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) for all new development pursuant to the SJMSCP within the City of Lathrop; and

WHEREAS, a "Fee Study" dated July 1, 2001 was prepared which analyzed and identifies the costs, funding, and cost-benefit of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan; and

WHEREAS, the purpose of the SJMSCP development fee is to finance the goals and objectives of the SJMSCP that include, but are not limited to preserve land acquisition, preserve enhancement, land management, and administration that compensate for such lands lost as a result of future development in the City of Lathrop and in San Joaquin County; and

WHEREAS, after considering the fee study and the testimony received at the public hearing, the Lathrop City Council approved said report; and further found that the future development in the City of Lathrop will need to compensate cumulative impacts to threatened, endangered, rare and unlisted SJMSCP covered species and other wildlife and compensation for some non-wildlife related impacts to recreation, agriculture, scenic values and other beneficial open space uses; and

WHEREAS, an "Updated Fee Study" was prepared in 2006, 2011, 2016 and 2020 which analyzed and identified the costs and funding of the SJMSCP; and

WHEREAS, the SJMSCP development fees are divided into three categories: Category A – Acquisition; Category B – Enhancement; and Category C – Land Management/Administration; and

WHEREAS, the SJMSCP development fees for the different habitat types is shown on Attachment 3 of the staff report; and

WHEREAS, to ensure that the SJMSCP development fees keep pace with inflation, annual adjustments are made to the fees based on the method previously adopted by the Lathrop City Council; and

WHEREAS, the method of annual adjustments was modified in 2011, 2016, and 2020; and

WHEREAS, the 2020 adjustment resulted in a minor change to category "A" with an adjustment to the easement to fee title percentage used in the fee model and category "C" with pivoting to a more robust diversified endowment investment for higher return on investment.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Lathrop, as follows:

1. The City Council finds and declares that the purposes and uses of the development fee, and the determination of the reasonable relationship between the fees' uses and the type of development project on which the fees are imposed, are all established in Ordinance No. 01-194, and remain valid, and the City Council therefore adopts such determinations.
2. The 2022 development fee for the three habitat types – natural land and agricultural lands, vernal pool habitat, and multi-purpose open space conversion, shall be as set forth in Attachment 3 of the staff report, incorporated by reference herein.
3. The fee provided in this resolution shall be effective on January 1, 2022.

The foregoing resolution was passed and adopted this 8th day of November 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

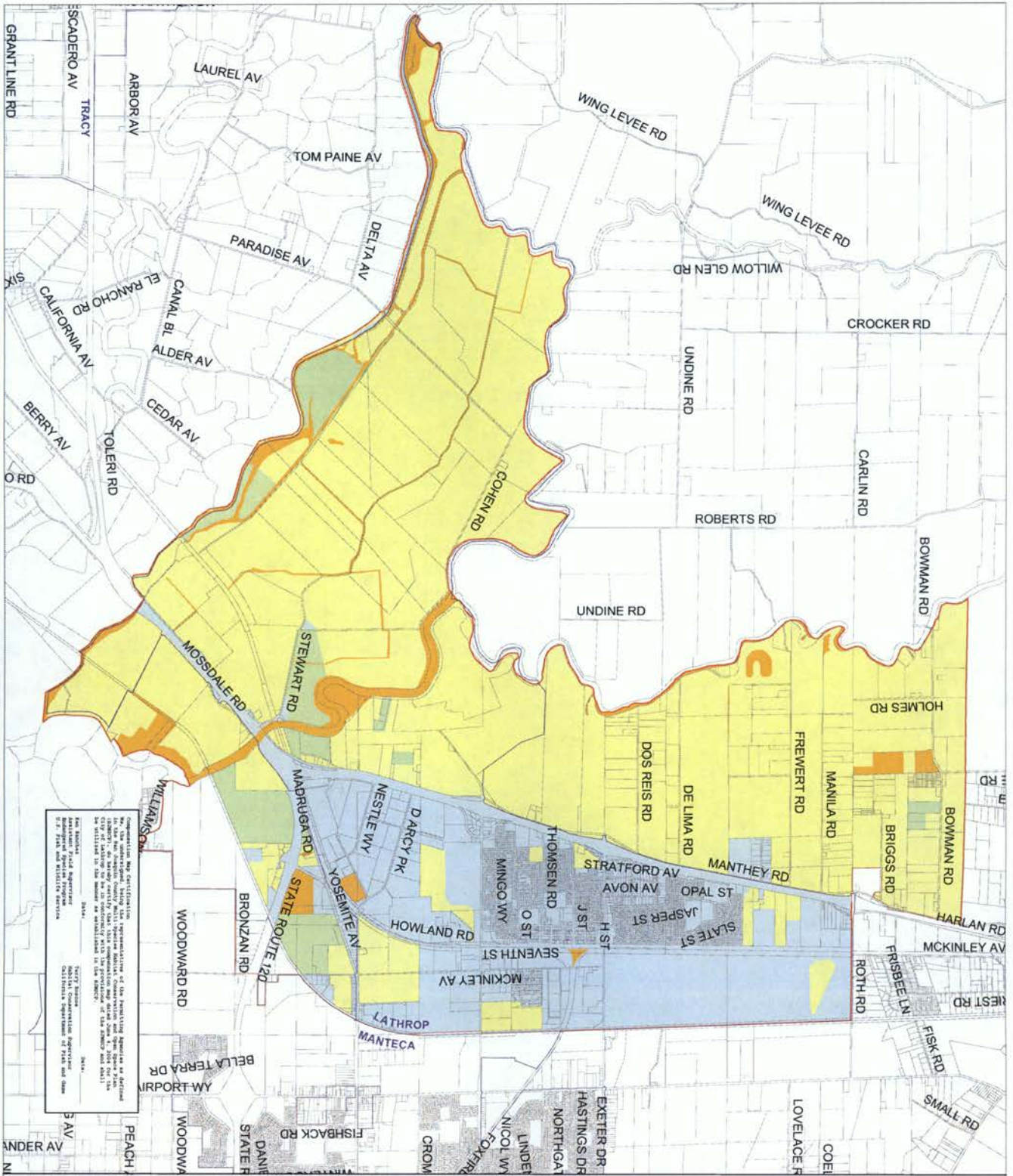


Salvador Navarrete, City Attorney



San Joaquin County of Governments
 5000 California Street
 Sacramento, CA 95827

CITY OF LATHROP

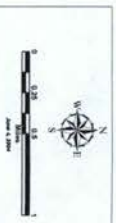


Competition Map Ordinance
 The City of Lathrop is currently in the process of updating its Ordinance 12.00, which governs the competition map process. The City is currently in the process of updating the Ordinance to reflect the changes in the competition map process. The Ordinance will be updated to reflect the changes in the competition map process. The Ordinance will be updated to reflect the changes in the competition map process.

San Joaquin County Multi-Species Habitat Conservation and Open Space Plan

LAND CATEGORY / PAY ZONES

- CATEGORY A
- EXEMPT
- NO PAY ZONE
- CATEGORY B
- OTHER OPEN SPACES
- PAY ZONE A
- CATEGORY C
- AG. HABITAT / OPEN SPACES
- PAY ZONE B (Agricultural)
- CATEGORY D
- PAVING / BARRIERS HABITAT
- PAY ZONE B (Natural)
- CATEGORY E
- PAVING / BARRIERS
- PAY ZONE C
- CATEGORY F
- PROB. ABANDONMENT
- PLANNING AREA BOUNDARY
- URBAN EXPANSION AREA
- CITY LIMITS
- PARCEL LINE





SJCOG, Inc.

555 East Weber Avenue • Stockton, CA 95202 • (209) 235-0600 • FAX (209) 235-0438

*San Joaquin County Multi-Species Habitat Conservation &
Open Space Plan (SJMSCP)*

Leo Zuber
CHAIR

Robert Rickman
VICE CHAIR

Diane Nguyen
PRESIDENT

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

2022 Updated Habitat Fees*

Habitat Type	Fee Per Acre
Multi-Purpose Open Space	\$9,781
Natural	\$19,561
Agriculture	\$19,561
Vernal Pool - uplands	\$80,453
Vernal Pool - wetted	\$174,040

* Effective January 1, 2022 – December 31, 2022

2022 Endowment Fees with In-lieu Land**

Type of Preserve	<i>Enhancement Cost/acre</i>	<i>Land Management Cost/acre</i>	TOTAL PER ACRE ENDOWMENT
Agricultural Habitat Lands	\$5,256.00	\$710.96	\$5,966.96
Natural Lands	\$5,256.00	\$710.96	\$5,966.96
Vernal Pool Habitat			
<i>Vernal Pool Grasslands</i>	\$13,390.00	\$1,756.01	\$15,146.01
<i>Vernal Pool Wetted</i>	\$108,136.00	\$1,721.56	\$109,857.56

** Effective January 1, 2022 – December 31, 2022 in lieu of fees to be used as the endowment for the dedicated land preserves (Category B + C) based on impacted acres.

VELB Mitigation

A special fee category shall apply when removal of the Valley Elderberry Long-horned Beetle (VELB) habitat of elderberry shrubs occurs. The fee shall be paid to SJCOG, Inc. or a VELB mitigation bank approved by the Permitting Agencies. The current fee, as established in the VELB Conservation Fund Account managed by the Center for Natural Lands Management, and approved by the USFWS, is \$1,800 per VELB Unit (one unit= one stem over 1" in diameter at ground level which is removed). Fees shall be established by the JPA during preconstruction surveys (i.e., counts of stems to be removed with and without exit holes shall be completed during preconstruction surveys) and shall be paid to the JPA prior to ground disturbance or stem removal, whichever comes first.

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ITEM 5.2

CITY MANAGER'S REPORT NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING

ITEM: CONTINUED DISCUSSION FROM OCTOBER 11, 2021 REGULAR MEETING REGARDING CONSIDERATION OF 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 Discuss and Consider the Following:

1. Testimony Presented During the Public Hearing Held October 11, 2021; 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.

**CITY MANAGERS REPORT
NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING
SCANNELL PROPERTIES INDUSTRIAL PROJECT**

PAGE 2

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.

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.

CITY COUNCIL OCTOBER 11, 2021

On October 11, 2021, the City Council held a duly noticed Public Hearing on the proposed Scannell Properties Industrial Project. During City Council deliberation, a number of comments and concerns were raised by the City Council including but not limited to traffic, safety, and access. Staff has consulted with Fehr & Peers regarding the comments raised during the October 11, 2021 and have provided the following comments and recommendation:

Project Trips

Fehr & Peers reviewed data collected at 39 existing warehouse developments in San Joaquin County. However, the daily, AM and PM peak hour average trip rates for the existing developments in San Joaquin County were lower than Institute of Transportation Engineers (ITE) trip rates. Therefore, ITE trip rates were used, rather than local rates, to provide a more conservative analysis. That is, the traffic analysis assumes more trips than it would have if local trips rates had been used.

Need for Declaration Lane

The City does not currently have standards or thresholds for when deceleration lanes are required. However, because heavy vehicles are anticipated to use the Lathrop Road driveway, Fehr & Peers analyzed the potential need for a deceleration lane. Specifically, we reviewed collision data at existing industrial developments in the City of Lathrop, located on Lathrop Road and Louise Avenue between McKinley Avenue and the City limit, to understand if there is a pattern of heavy vehicle collisions that could be corrected with installation of a right-turn deceleration lane (i.e., like rear end collisions) at industrial development driveways. Collision data is available through UC Berkeley's SafeTREC's Transportation Injury Mapping System (TIMS).

Injury collisions reported between January 1, 2015 and December 31, 2019 were used for the analysis. Review of collision history indicates that there were no collisions involving heavy vehicles along the study segments. However, one rear end collision was reported on Louise Avenue involving a passenger vehicle and a motorcycle, and one rear end collision was reported at both the McKinley Avenue/Louise Avenue and McKinley Avenue/Lathrop Road intersections involving passenger vehicles. Other collisions were reviewed; however, they are not discussed in this memorandum as they are not relevant to the deceleration lane analysis.

In addition to the collision analysis, we reviewed Transportation and Land Development (Stover and Koepke, 2002), which is a reference to practitioners providing design guidance and recommendations. Specifically, the document provides guidance on when right turn bays (deceleration lanes) may be appropriate. One recommendation included in the document is that right-turn bays may be appropriate where right lane volumes are 350 vehicles per hour per lane or more. This warrant is not met at the Lathrop Road driveway during the AM peak hour, although it is close during the PM peak hour.

However, given the low volume of heavy vehicles anticipated to enter the site during the peak hours (three trips during the AM peak hour and two trips during the PM peak hour), collision history at existing industrial development driveways without deceleration lanes, and existing volumes on Lathrop Road, a deceleration lane was not recommended.

Traffic Signal

Volumes at the Lathrop Road/D Street intersection do not satisfy AM or PM peak hour warrant for installation of a traffic signal. However, as outlined above, warehouse trip generation can vary substantially from tenant to tenant and since a tenant has not yet been identified, we recommended that traffic volume monitoring be done at the Lathrop Road/D Street intersection within six months of occupancy. Data could be collected at the intersection as a standalone study or the intersection could be included in the City of Lathrop Traffic Monitoring Program (TMP), depending on when the project is occupied and when traffic counts are collected for the TMP.

Interim Conditions

Until a traffic signal is warranted and installed, countermeasures could be installed under interim conditions on Lathrop Road to provide advanced warning for drivers as they approach the Lathrop Road/D Street intersection. The California Manual on Uniform Traffic Control Devices (MUTCD) provides guidance on the location and type of signage that is appropriate for specific conditions.

**CITY MANAGERS REPORT
NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING
SCANNELL PROPERTIES INDUSTRIAL PROJECT**

PAGE 4

After reviewing the MUTCD, we recommend the installation of a "Truck Crossing Ahead" (W8-6 and W16-9p) sign and plaque and "Truck Crossing" (W8-6) sign on each side of the Lathrop Road/D Street intersection. The attached figure identifies the approximate location of the recommended signage. The MUTCD notes the location of signs should be based on the Perception-Response Time (PRT), which is the time needed for detection, recognition, decision, and reaction. Specifically, the MUTCD states, "Warning signs should not be placed too far in advance of the condition, such that drivers might tend to forget the warning because of other driving distractions, particularly in urban areas". As is noted, the attached figure identifies the general location of sign placement.

The exact location of the sign should be determined during the design phase for the project and shall be based on recommended distances in the MUTCD and engineering judgement. The following condition of approval is recommended:

Advanced warning "Truck Crossing" and "Truck Crossing Ahead" signs shall be installed on each side of the Lathrop Road/D Street intersection prior to occupancy. The signs shall be installed consistent with guidance described in the MUTCD. Final location is subject to review and approval of the City Engineering Division. If a traffic signal is installed in the future, the advanced warning signage shall be removed and new signage specific to the traffic signal shall be installed.

The recommended locations for the advanced warning signs are attached to this Staff Report as Attachment 15.

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.

**CITY MANAGERS REPORT
NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING
SCANNELL PROPERTIES INDUSTRIAL PROJECT**

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). 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.

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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. 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.

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.

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, 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*.

- *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."

- *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."

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.

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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.

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.

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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.

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 discuss and consider the following:

1. Testimony Presented During the Public Hearing Held October 11, 2021; and
2. Adopt a Resolution Adopting the Initial Study and Mitigated Negative Declaration for the Scannell Properties Industrial Project.

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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
15. Recommended Warning Signs Exhibit, prepared by Fehr and Peers

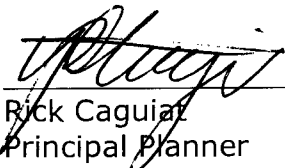
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APPROVALS:



David Niskanen
Contract Planner

10/28/2021
Date



Rick Caguia
Principal Planner

10/28/2021
Date



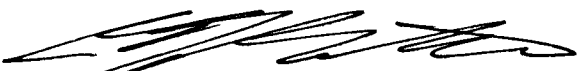
Mark Meissner
Community Development Director

10/28/2021
Date



Salvador Navarrete
City Attorney

10-28-2021
Date



Stephen J. Salvatore
City Manager

11-2-21
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 November 8, 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 8th day of November 2021 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

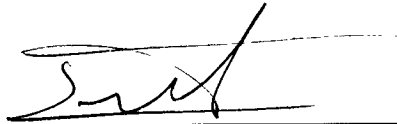
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

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 November 8, 2021 City Council Staff Report.

The foregoing resolution was passed and adopted this 8th day of November 2021 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

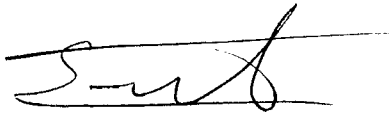
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

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 8th day of November 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 November 8, 2021 Staff Report, incorporated by reference herein.

The foregoing resolution was passed and adopted this 8th day of November 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

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 November 8, 2021 Staff Report, incorporated by reference herein.

The foregoing resolution was passed and adopted this 8th day of November 2021 by the following vote of the City Council, to wit:

AYES:

NOES:

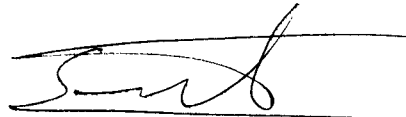
ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:



Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney



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 manufacture'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 consumption 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_a_ccessibility_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.
- l. Advanced warning "Truck Crossing" and "Truck Crossing Ahead" signs shall be installed on each side of the Lathrop Road/D Street intersection prior to occupancy. The signs shall be installed consistent with guidance described in the MUTCD. Final location is subject to review and approval of the City Public Works Department. If a traffic signal is installed in the future, the advanced warning signage shall be removed and new signage specific to the traffic signal shall be installed.

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.

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 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 commence- ment of any grading activities</p> <p>Prior to commence- ment of any grading activities or other ground disturbing activities</p>	

MITIGATION MONITORING AND REPORTING PROGRAM

CULTURAL RESOURCES	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.	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>c) Disturb any human remains, including those interred outside of formal cemeteries?</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>	<p>San Joaquin County Coroner Native American Heritage Commission</p>	<p>If any human remains are found during grading and construction activities</p>
GEOLOGY AND SOILS			
<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>	<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>	<p>City of Lathrop Building Division</p>	<p>Prior to the issuance of building permits</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, 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, 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**

	<p>GPA-20-139, REZ-20-140, SPR-20-141, and TPM-20-142 Scannell Properties 1520 Lathrop Road APN: 198-040-14</p>	<p>(Not to Scale)</p>
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SCANNELL LATHROP

1520 LATHROP ROAD
LATHROP, CALIFORNIA



SHEET INDEX

ARCHITECTURAL

- 401 TITLE SHEET
- 410 SITE PLAN
- 411 SITE PLAN - BUILDING 1
- 412 SITE PLAN - BUILDING 2
- 413 SITE PLAN - BUILDING 3
- 414 EXTERIOR ELEVATIONS - BUILDING 1
- 415 EXTERIOR ELEVATIONS - BUILDING 2
- 416 EXTERIOR ELEVATIONS - BUILDING 3

LANDSCAPE

- 420 PRELIMINARY LANDSCAPE PLAN
- 421 PRELIMINARY LANDSCAPE PLAN
- 422 PRELIMINARY LANDSCAPE PLAN
- 423 PRELIMINARY LANDSCAPE PLAN

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Architectural and site plan
Professional seal and stamp
Professional seal and stamp
Professional seal and stamp
Professional seal and stamp
Professional seal and stamp
Professional seal and stamp
Professional seal and stamp
Professional seal and stamp
Professional seal and stamp

1520 LATHROP RD
LATHROP, CA 94546

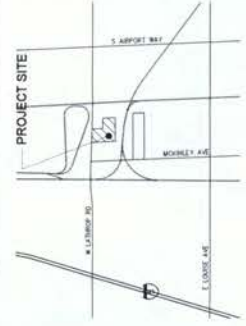
SCANNELL LATHROP
1520 LATHROP RD
LATHROP, CALIFORNIA

DATE	REVISIONS

TITLE SHEET
DATE
REVISIONS

SHEET
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VICINITY MAP



ARCHITECT'S CONSULTANTS

LANDSCAPE ARCHITECT
MCKAY & COMPANY
1800 JUPITER AVENUE, SUITE 4
PLEASANTON, CA 94566
PH: (925) 837-2040 FAX: (925) 837-2040

OWNER'S CONSULTANTS

CIVIL ENGINEER
MCKAY & COMPANY
1800 JUPITER AVENUE, SUITE 4
PLEASANTON, CA 94566
PH: (925) 244-0900

OWNER

SCANNELL PROPERTIES
1000 INTERNATIONAL
WAY, SUITE 200
LATHROP, CA 94546
PH: (925) 837-2040

GENERAL CONTRACTOR

TBD

ARCHITECT

WARE MALCOMB
4845 CHARLOT DRIVE, SUITE 300
PLEASANTON, CA 94566
PH: (925) 784-6000 FAX: (925) 784-6000

WARE MALCOMB

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SCANNELL LATHROP

1520 LATHROP RD
LATHROP, CALIFORNIA

OVERALL SITE PLAN

DATE
REVISIONS

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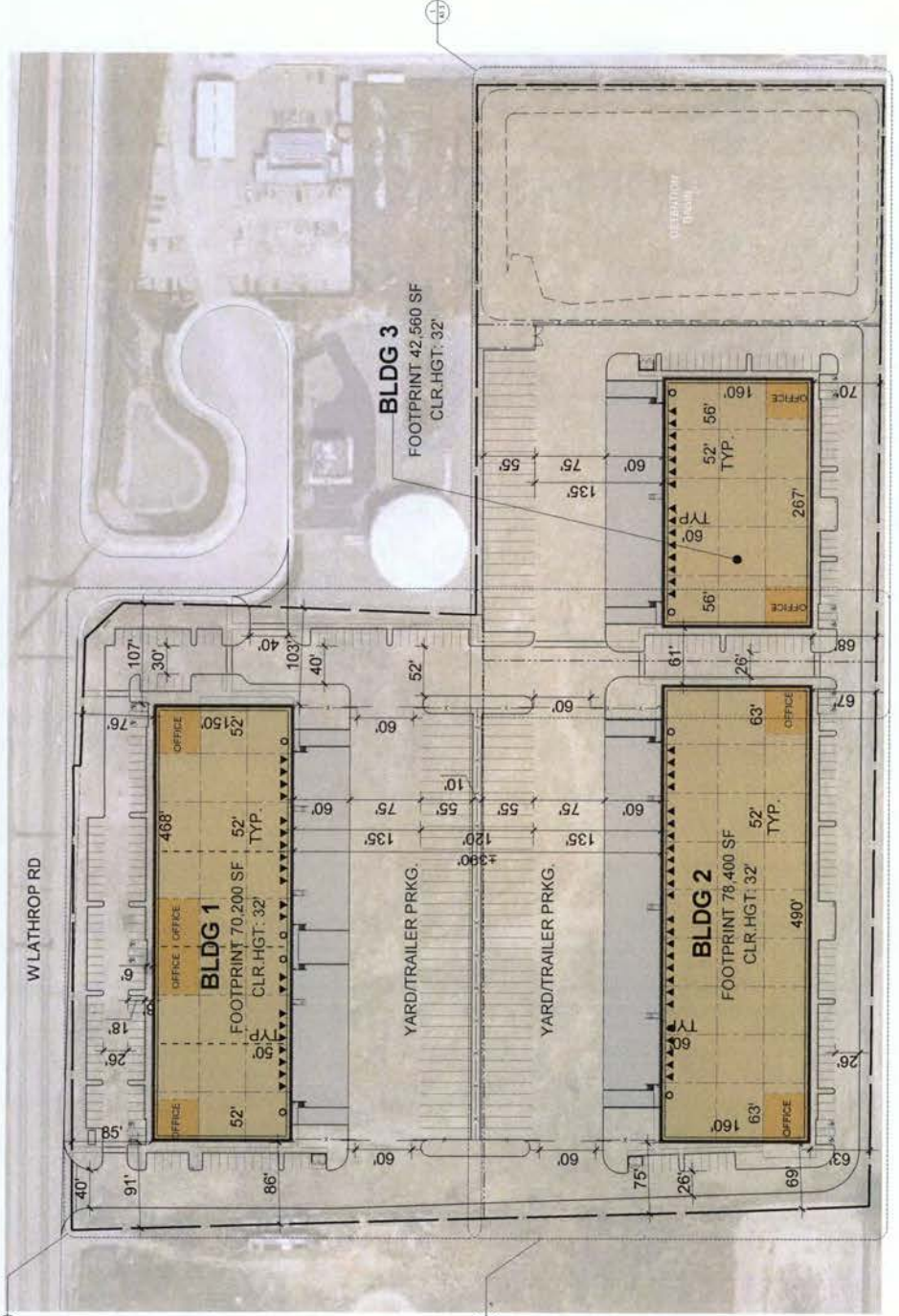
SITE PLAN NOTES

1. PROPERTY LINE SEE CIVIL DRAWING 1
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF WASHINGTON'S ZONING ORDINANCES
3. ALL ACCESSIBLE PARKING SHALL BE IN ACCORDANCE WITH THE CITY OF WASHINGTON'S ZONING ORDINANCES
4. ALL ACCESSIBLE PARKING SHALL BE IN ACCORDANCE WITH THE CITY OF WASHINGTON'S ZONING ORDINANCES
5. 2'-0" PARKING STRIP WITH RECYCLE SIGN
6. 2'-0" PARKING STRIP WITH RECYCLE SIGN
7. 2'-0" PARKING STRIP WITH RECYCLE SIGN
8. ACCESSIBLE PATH OF TRAVEL, 36" MIN. CLEARANCE, 36" MIN. CURBS
9. ALL DRIVEWAYS SHALL BE IN ACCORDANCE WITH THE CITY OF WASHINGTON'S ZONING ORDINANCES
10. ALL DRIVEWAYS SHALL BE IN ACCORDANCE WITH THE CITY OF WASHINGTON'S ZONING ORDINANCES
11. ALL DRIVEWAYS SHALL BE IN ACCORDANCE WITH THE CITY OF WASHINGTON'S ZONING ORDINANCES
12. LANDSCAPE AND IRRIGATION ARE REQUIRED
13. CONSIDER PLACE CONCRETE PAVEMENT SIGN WITH SIGN MOUNTING
14. CONSIDER PLACE CONCRETE PAVEMENT SIGN WITH SIGN MOUNTING
15. CONSIDER PLACE CONCRETE PAVEMENT SIGN WITH SIGN MOUNTING

SITE DATA:
ADDRESS: 1520 LATHROP RD., LATHROP, CA 95330
OWNER: SCANNELL LATHROP
SUBJECT: COMMERCIAL BUILDING
ZONING: IS
SITE AREA: 18.13 ACRES (1,271,371 SF)
REGULATORY:
PERMITTED: 70,200 SF
BLDG: 42,560 SF
BLDG: 78,400 SF
BLDG: 490 SF
FAR: 2.14

SITE LEGEND

- PROPOSED LIGHT FIXTURES SEE ELECTRICAL DRAWING
- WALLFIXTURE LIGHT FIXTURES SEE ELECTRICAL DRAWING
- TRANSFORMER WITH CONDUIT PATH SEE ELECTRICAL DRAWING (PROVIDE PROTECTION RAILINGS PER LOCAL UTILITY OR PUBLIC WORK STANDARDS)
- FIRE LAKE (PREFERRED)
- PARKING STALL COUNT TOTAL
- DOOR WITH TRUSS DOOR
- SHADE LEVEL TRUSS DOOR
- FIRE HOUSING (SEE LOCATION WITH CIVIL DRAWING)
- P.T. WITH TRAPERS SEE FIRE PROTECTION DRAWINGS
- PROPOSED FENCE LINE



OVERALL SITE PLAN
SCALE: 1"=40'-0"



CAUTION IF THIS SHEET IS NOT 30" x 42" IT IS A REDUCED PRINT

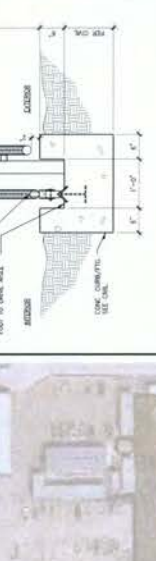
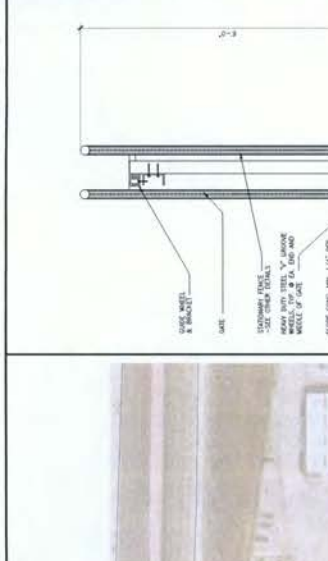
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DATE: 02/11/2015
PROJECT: 1520 LATHROP RD
DRAWN BY: JTP
CHECKED BY: JTP
SCALE: AS SHOWN

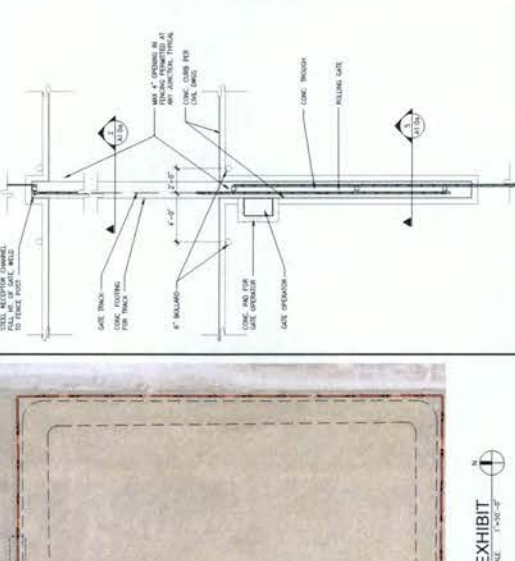
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1520 LATHROP RD
LATHROP, CALIFORNIA

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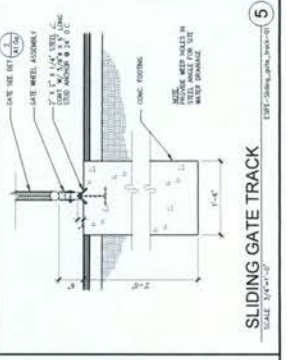
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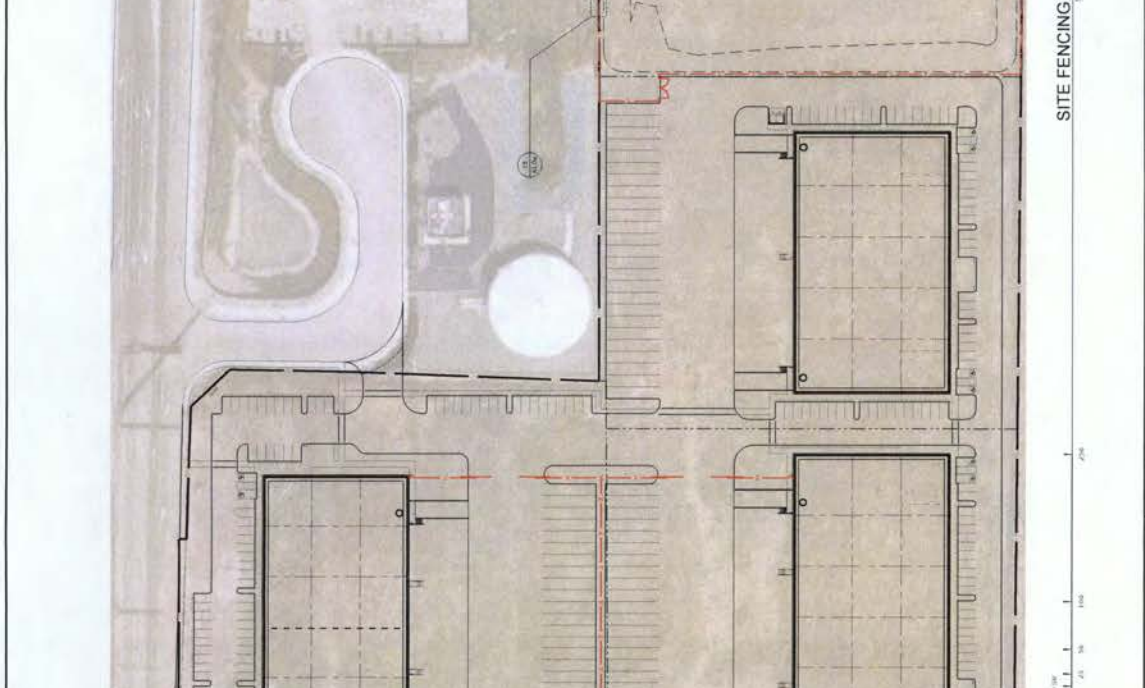
ROLLING GATE
SCALE: 1/8"=1'-0"



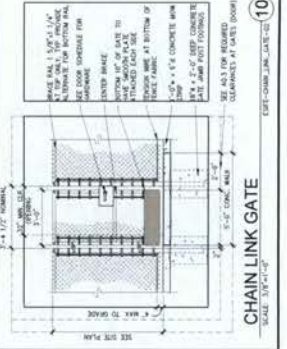
ROLLING GATE - PLAN
SCALE: 1/8"=1'-0"



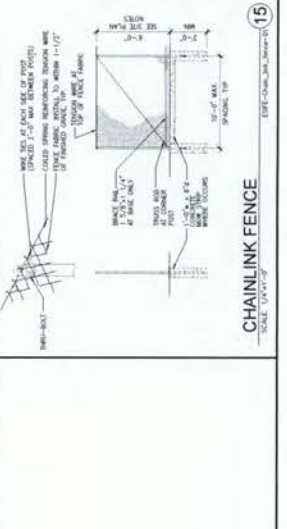
SLIDING GATE TRACK
SCALE: 1/8"=1'-0"



SITE FENCING EXHIBIT
SCALE: 1/8"=1'-0"



CHAIN LINK GATE
SCALE: 1/8"=1'-0"



CHAIN LINK FENCE
SCALE: 1/8"=1'-0"

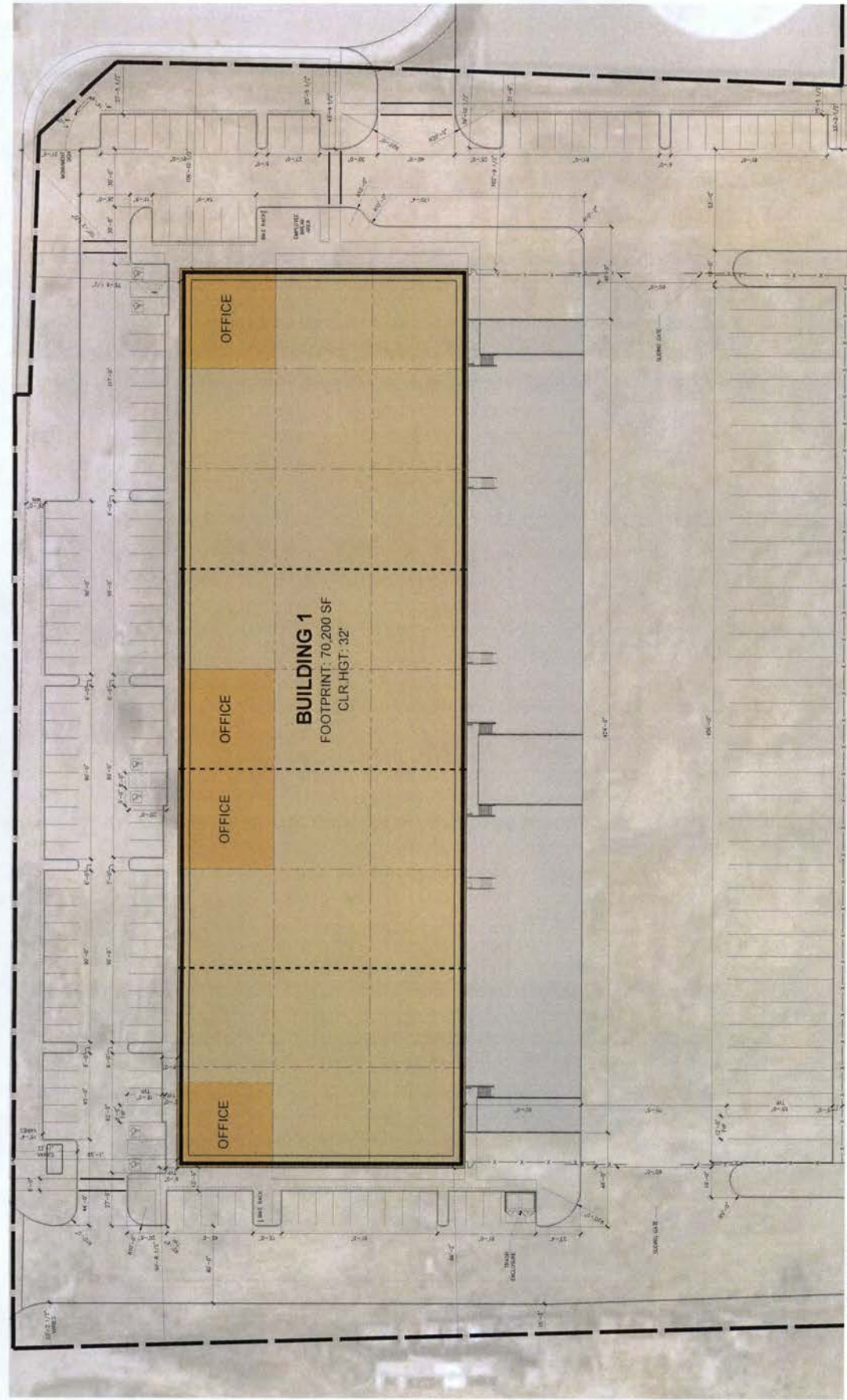
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DATE: 10/20/11
DRAWN BY: JLF
CHECKED BY: JLF
PROJECT: 1520 LATHROP RD
SHEET: A1.1

SCANNELL LATHROP
1520 LATHROP RD
LATHROP, CALIFORNIA

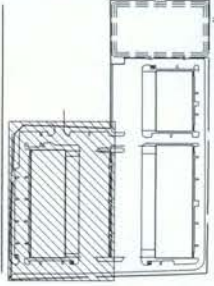
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DATE	REVISIONS



PARTIAL SITE PLAN
SCALE: 1/8" = 1'-0"

KEY PLAN



SITE PLAN NOTES

- 1. SEE SHEET A2 FOR GENERAL NOTES
- 2. PROPERTY LINE SEE CIVIL DRAWING 1
- 3. ACCESSIBLE DRIVEWAY SEE
- 4. ACCESSIBLE PARKING STALL WITH SPANSE
- 5. 3M ACCESSIBLE PARKING STALL WITH SPANSE
- 6. PARKED PARKING STALLS PER CITY STANDARDS
- 7. 2'-0" PARKING DRIVEWAY
- 8. 3M ENCLOSURE WITH RECYCLE BIN
- 9. FIRE LANE ENTRY SPANSE SEE (A1.1)
- 10. FIRE LANE SPANSE SEE (A1.1)
- 11. FIRE LANE CURB BARRIERS PER LOCALITY OF CONTRACTOR TO BE INSTALLED SEE (A1.1)
- 12. LANDSCAPE AND IRRIGATION AREA
- 13. PAVED IN PLACE CONCRETE W/REINFORCING WITH REINFORCING W/REINFORCING

SITE LEGEND

- 1. UNADJUSTED LIGHT FIXTURE SEE ELECTRICAL
- 2. MALIBU LIGHT FIXTURE SEE ELECTRICAL DRAWINGS
- 3. TRANSFORMER WITH CONCRETE PAD SEE ELECTRICAL DRAWINGS
- 4. UTILITY OR PUBLIC WORK STANDARD
- 5. FIRE LANE (HATCHES)
- 6. PARKING STALL COUNT TOTAL
- 7. 3M HIGH TRUCK DOOR
- 8. SPANSE LEVEL TRUCK DOOR
- 9. FIRE HYDRANT (SPERT LOCATION WITH CIVIL DRAWINGS)
- 10. P.V. WITH TANKS SEE FIRE PROTECTION DRAWINGS

PARCEL DATA

LOT 11 AREA: 635 ACRES (APPROX 21)
 PARCEL AREA: 63,200 SF
 PARCEL PERMITS: 10/20/11
 PARCEL ID: 1520 LATHROP RD
 PARCEL ZONING: M-1
 PARCEL TYPE: 10/20/11
 PARCEL STATUS: 10/20/11
 PARCEL OWNER: 10/20/11
 PARCEL ADDRESS: 10/20/11
 PARCEL CITY: 10/20/11
 PARCEL COUNTY: 10/20/11
 PARCEL STATE: 10/20/11
 PARCEL COUNTRY: 10/20/11

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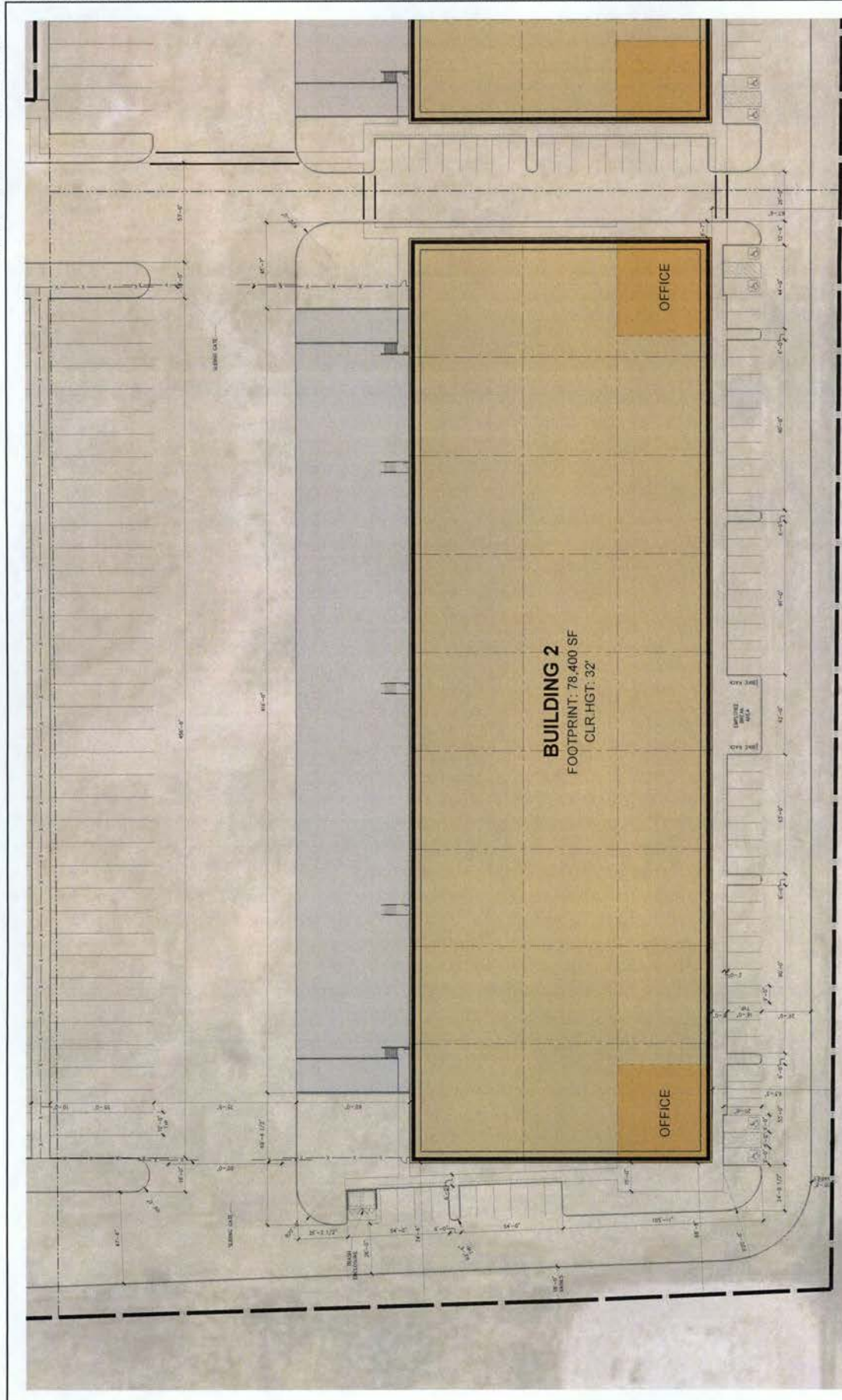
1520 LATHROP RD
LATHROP, CALIFORNIA

SCANNELL LATHROP
1520 LATHROP RD
LATHROP, CALIFORNIA

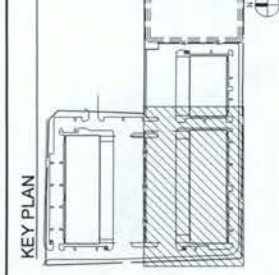
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DATE	REVISIONS

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SHEET



PARTIAL SITE PLAN
SCALE: 1/8" = 1'-0"



- SITE PLAN NOTES**
- PROPERTY LINE, SEE THE DRAWINGS.
 - ACCESSIBLE ENTRY SOURCE, SET.
 - ACCESSIBLE PARKING SPACES SHALL BE SPACED TO ACCOMMODATE THE TURNING DIAMETER OF PUBLIC WORK STANDARDS.
 - 1'-0" PARKING SPACES FOR CITY STANDARDS.
 - TRUCK TURNING RADIUS SHALL BE 20'-0" MIN.
 - ACCESSIBLE RAMP OF GRADE, 1:12 MAX. GRADE, 24" MAX. CROSS SLOPE.
 - SEE CIVIL DRAWINGS.
 - FIRE LANE ENTRY SPACING, SEE (A1).
 - FIRE LANE SOURCE, SEE (A1).
 - FIRE LANE CURB DAMAGED, THE INDICATED EXTENT OF CONTRIBUTION DUE TO BE REPAIRED, SEE (A1).
 - LANDSCAPE AND IRRIGATION AREA.
 - POURED IN PLACE CONCRETE WORKMAN FOR NEW DRIVEWAY INDICATION.

- SITE LEGEND**
- UNIMPROVED LIGHT FIXTURE, SEE ELECTRICAL DRAWINGS.
 - MULTIPACK LIGHT FIXTURE, SEE ELECTRICAL DRAWINGS.
 - INDICATED BY CIRCLES WITH THE FOLLOWING INFORMATION: (A) LOCATION OF ELECTRICAL MOUNTING AND CONNECTION POINTS FOR LOCAL PLANTING OR PUBLIC WORK STANDARDS.
 - FIRE LANE (DASHED)
 - PARKING STALL CORNER TOTAL
 - DOCK HIGH TRUCK DOOR
 - GRADE LEVEL TRUCK DOOR
 - FIRE HYDRANT (CIRCLE) LOCATION WITH CIVIL DRAWINGS.
 - F.I.L. WITH TAMPERS, SEE THE PROTECTION DRAWINGS.

PARCEL DATA

LOT 7 AREA: 238 SQUARE FEET (LOT 7)

BRAND	7200 SF
MANUFACTURE	7200 SF
TOTAL	7200 SF
FAR	0.33
REQUIRED PARKING (PER FAR)	15 STALLS
MANUFACTURE (11 PER 2000 SF)	17 STALLS
TOTAL REQUIRED	32 STALLS
PROVIDED PARKING STALLS	34 STALLS
SHARED STALLS	34 STALLS
RECYCLE STALLS (LONG-TURN)	1 STALLS
RECYCLE STALLS (SHORT-TURN)	1 STALLS

NO.	REVISIONS	DATE
1		
2		

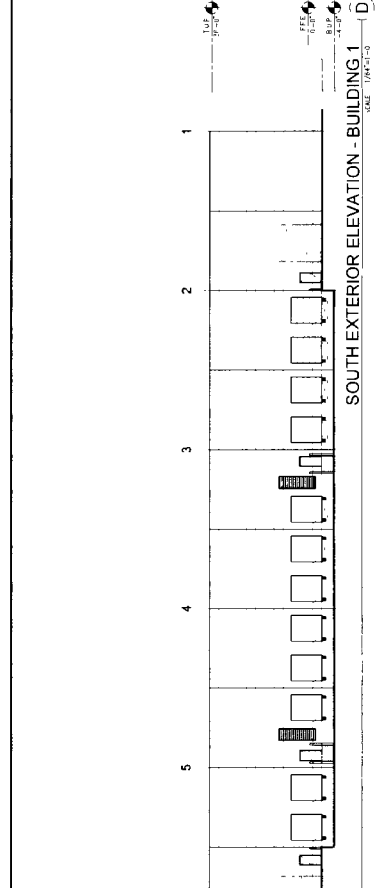
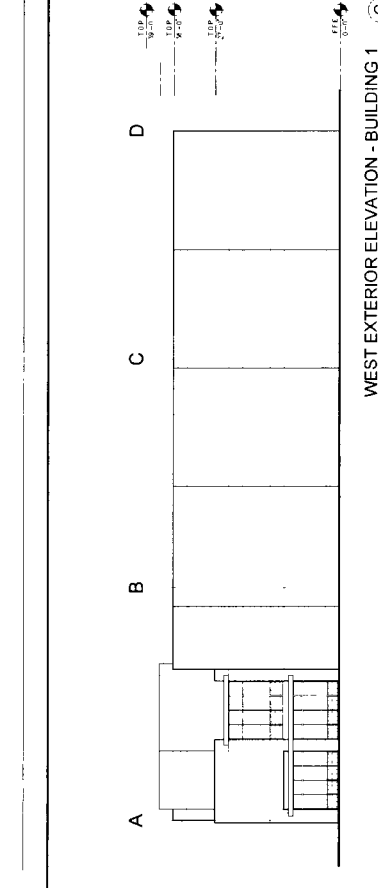
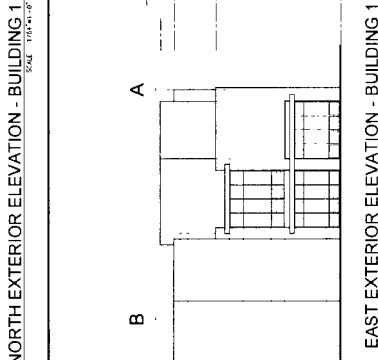
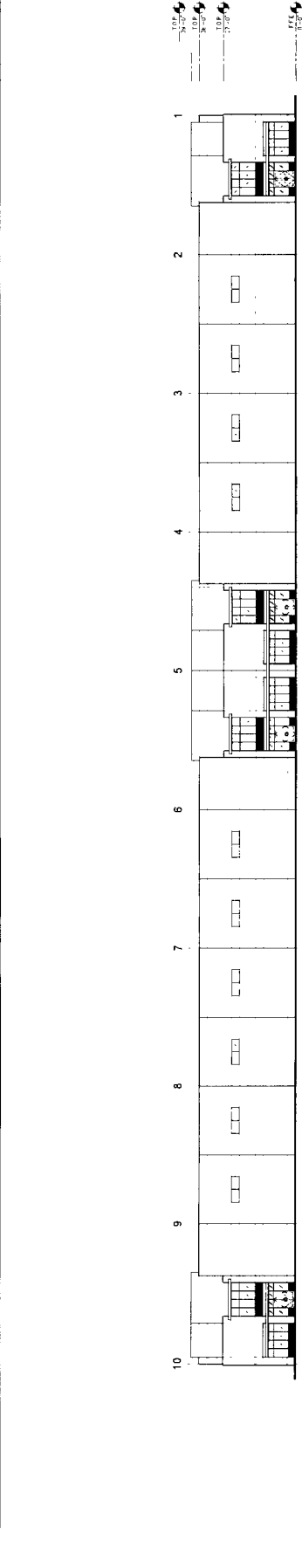
EXTERIOR ELEVATIONS - BUILDING 1

SCANNELL LATHROP
1520 LATHROP RD
LATHROP, CALIFORNIA

WARE MALCOMB
Leading Design for Commercial Real Estate

DATE: 03/23/2015
PROJECT: SCANNELL LATHROP
DRAWN BY: J.H.
CHECKED BY: J.H.
APPROVED BY: J.H.

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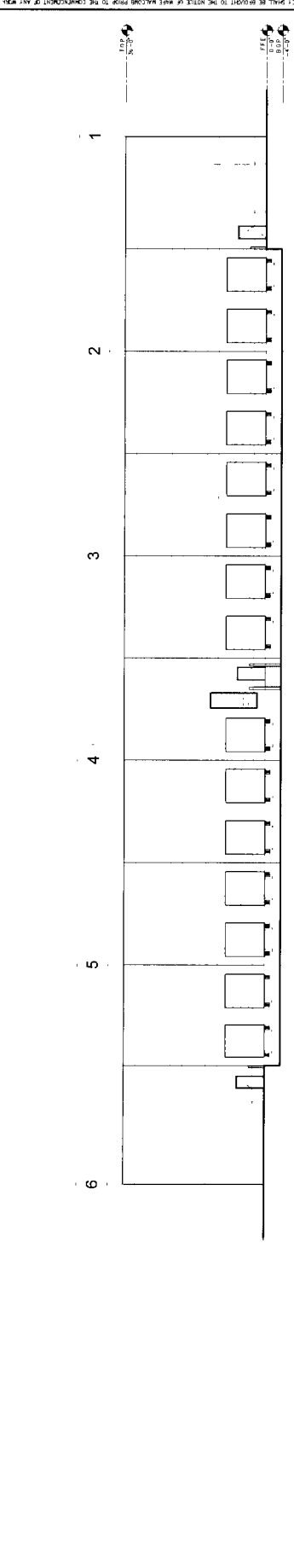
- ELEVATION NOTES**
- SEE SHEET 1.0 FOR GENERAL NOTES
 - CONCRETE WALL FINISH
 - CONCRETE WALL FINISH
 - 3 1/2" x 12" x 8" REBAR
 - 3 1/2" x 8" x 8" REBAR
 - NUMERICAL IDENTIFICATION SYSTEM WITH 1" RIB INSULATED GLAZING
 - FRAMING SHALL BE PERFORMED TO MATCH BUILDING
 - CONCRETE SHALL BE FINISHED TO MATCH BUILDING
 - INSULATION SHALL BE FINISHED TO MATCH BUILDING
 - BRASS HANDLES AND PULLS SHALL BE FINISHED TO MATCH BUILDING
 - BRASS HANDLES AND PULLS SHALL BE FINISHED TO MATCH BUILDING
 - BRASS HANDLES AND PULLS SHALL BE FINISHED TO MATCH BUILDING
 - BRASS HANDLES AND PULLS SHALL BE FINISHED TO MATCH BUILDING
 - BRASS HANDLES AND PULLS SHALL BE FINISHED TO MATCH BUILDING
- COLOR LEGEND**
- BASE COLOR: WHITE (MATERIAL)
 - ACCENT COLOR: 1. SPARKLING PINK
 - ACCENT COLOR: 2. SPARKLING PINK
 - ACCENT COLOR: 3. SPARKLING PINK

SCANNELL LATHROP
1520 LATHROP RD
LATHROP, CALIFORNIA

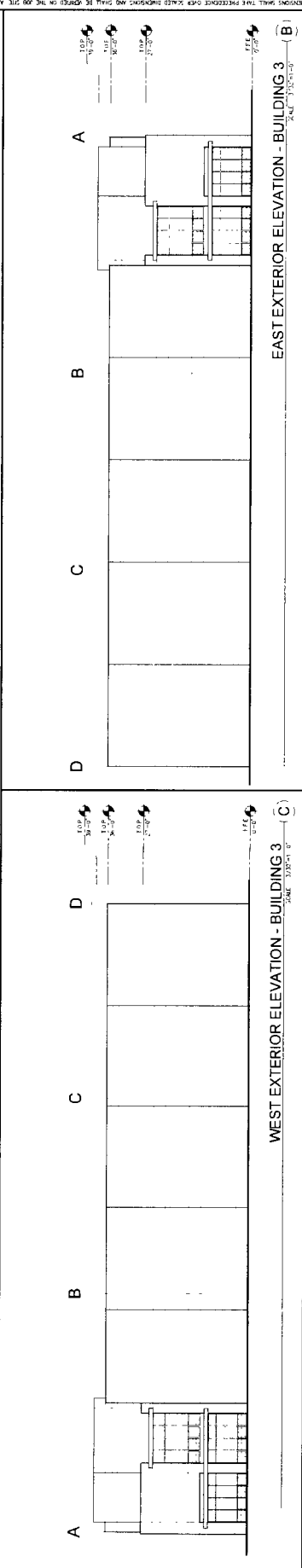
Table with columns: DATE, REMARKS

Table with columns: DATE, BY, PROJECT, NO.

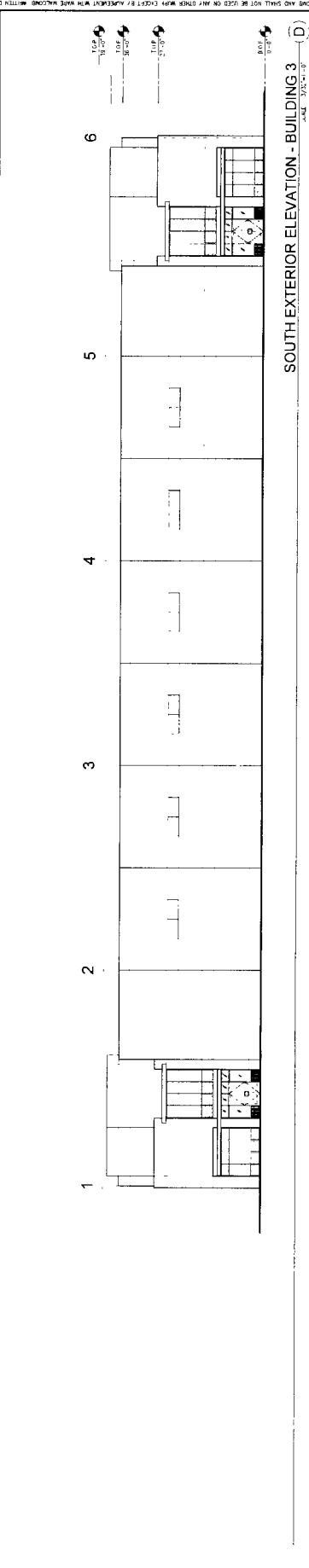
WARE MALCOMB
Leading Design for Commercial Real Estate



NORTH EXTERIOR ELEVATION - BUILDING 3
SCALE: 1/8" = 1'-0"



EAST EXTERIOR ELEVATION - BUILDING 3
SCALE: 1/8" = 1'-0"



WEST EXTERIOR ELEVATION - BUILDING 3
SCALE: 1/8" = 1'-0"

LEGEND
ELEVATION NOTES
COLOR LEGEND

WARE MALCOMB
Leading Design for Commercial Real Estate

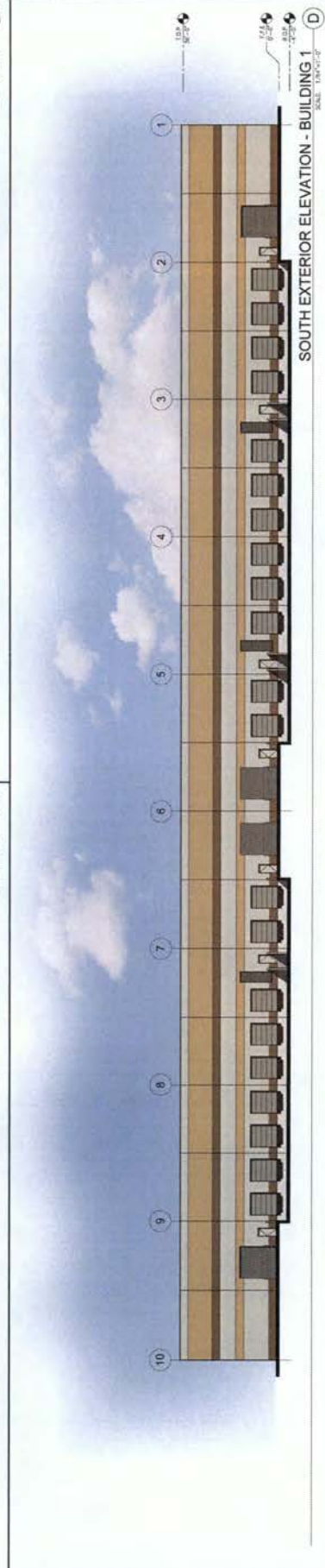
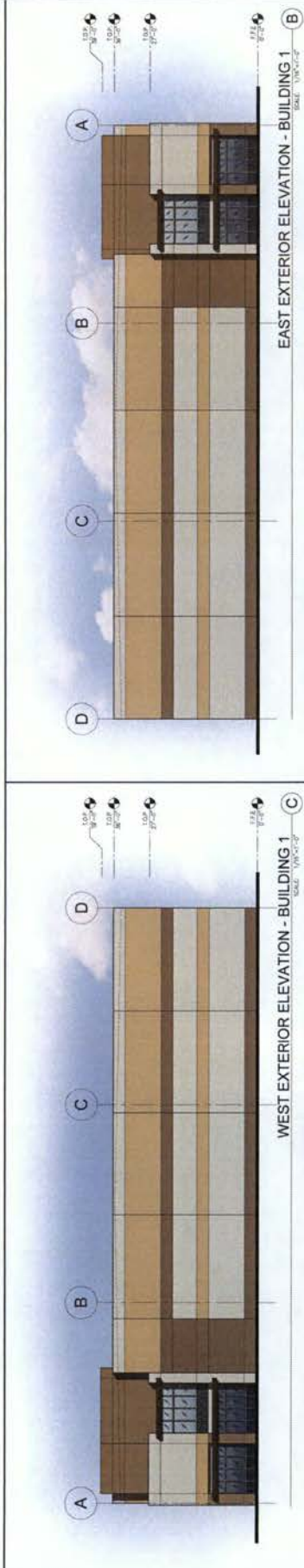
1520 LATHROP RD
LATHROP, CALIFORNIA

SCANNELL LATHROP
EXTERIOR ELEVATIONS - BUILDING 1

NO.	DATE	REVISION

SCALE: 1/8"=1'-0"
SCALE: 1/8"=1'-0"
SCALE: 1/8"=1'-0"
SCALE: 1/8"=1'-0"

A4.1



- ELEVATION NOTES**
- 1. CHOOSE WALL FINISH
 - 2. SELECT COLOR/GRANULARITIES
 - 3. 1/2" x 1/2" x 1/2" METAL CLAD
 - 4. 1/2" x 1/2" x 1/2" METAL CLAD
 - 5. 1/2" x 1/2" x 1/2" METAL CLAD
 - 6. ALUMINUM EXTERIOR SYSTEM WITH 1" THICK INSULATED GLASS
 - 7. 1/2" x 1/2" x 1/2" METAL CLAD
 - 8. 1/2" x 1/2" x 1/2" METAL CLAD
 - 9. 1/2" x 1/2" x 1/2" METAL CLAD
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WARE MALCOMB
Leading Design for Commercial Real Estate

Architectural
Engineering
Interior
Mechanical
Electrical
Civil
Structural
Landscape
Site
Planning
Construction
Management
LEED Accredited
P-20 License
F-12 License

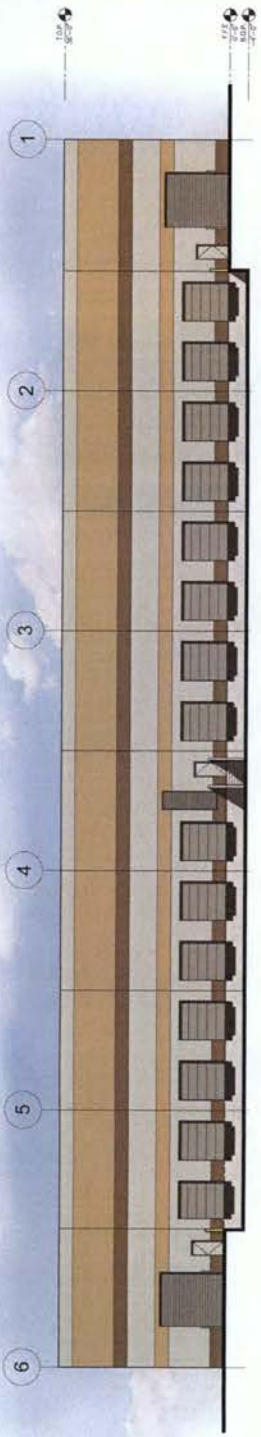
SCANNELL LATHROP
1520 LATHROP RD
LATHROP, CALIFORNIA

EXTERIOR ELEVATIONS - BUILDING 3

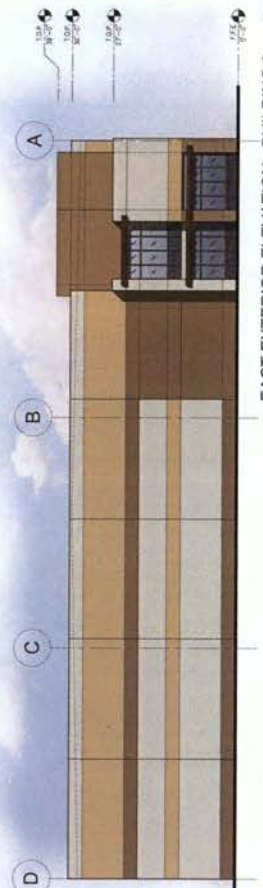
DATE: 11/11/14
DRAWN BY: L. BOYD
CHECKED BY: L.P.
PROJECT NO: 1520-100-00

SHEET
A4.3

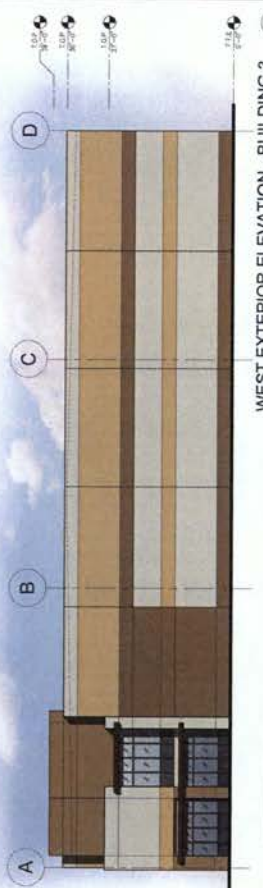
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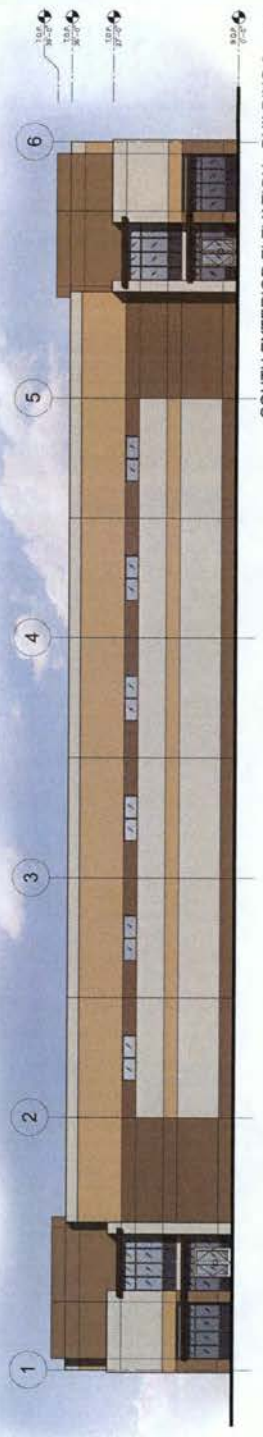
NORTH EXTERIOR ELEVATION - BUILDING 3
SCALE: 1/8" = 1'-0"



EAST EXTERIOR ELEVATION - BUILDING 3
SCALE: 1/8" = 1'-0"



WEST EXTERIOR ELEVATION - BUILDING 3
SCALE: 1/8" = 1'-0"



SOUTH EXTERIOR ELEVATION - BUILDING 3
SCALE: 1/8" = 1'-0"

- ELEVATION NOTES**
- 1. SEE RELATED ARCHITECTURAL NOTES
 - 2. CONCRETE WALL FINISH
 - 3. CONCRETE WALL JOINT
 - 4. 1/2" GYPSUM BOARD
 - 5. 1/2" GYPSUM BOARD
 - 6. 1/2" GYPSUM BOARD
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- LEGEND**
- 1. ROOF GLASS
 - 2. WINDOW GLASS
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- COLOR LEGEND**
- 1. PRIMARY COLOR
 - 2. SECONDARY COLOR
 - 3. TERTIARY COLOR
 - 4. QUATERNARY COLOR
 - 5. QUINQUARY COLOR
 - 6. SEXTARY COLOR
 - 7. SEPTARY COLOR
 - 8. OCTARY COLOR
 - 9. NONARY COLOR
 - 10. DECARY COLOR
 - 11. UNDECARY COLOR
 - 12. DUODECARY COLOR
 - 13. TRIGONAL COLOR
 - 14. TETRAGONAL COLOR
 - 15. PENTAGONAL COLOR
 - 16. HEXAGONAL COLOR
 - 17. HEPTAGONAL COLOR
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 - 97. HEPTAGONAL COLOR
 - 98. OCTAGONAL COLOR
 - 99. NONAGONAL COLOR
 - 100. DECAGONAL COLOR

CAUTION - IF THIS SHEET IS NOT 30" x 42" IT IS A REDUCED PRINT

WARE MALCOMB
Landscape Architecture
1520 Lathrop Road
Lathrop, California
94546
Tel: 925.344.9211
Fax: 925.344.9212

SCANNELL PROPERTIES
1520 Lathrop Road
Lathrop, California

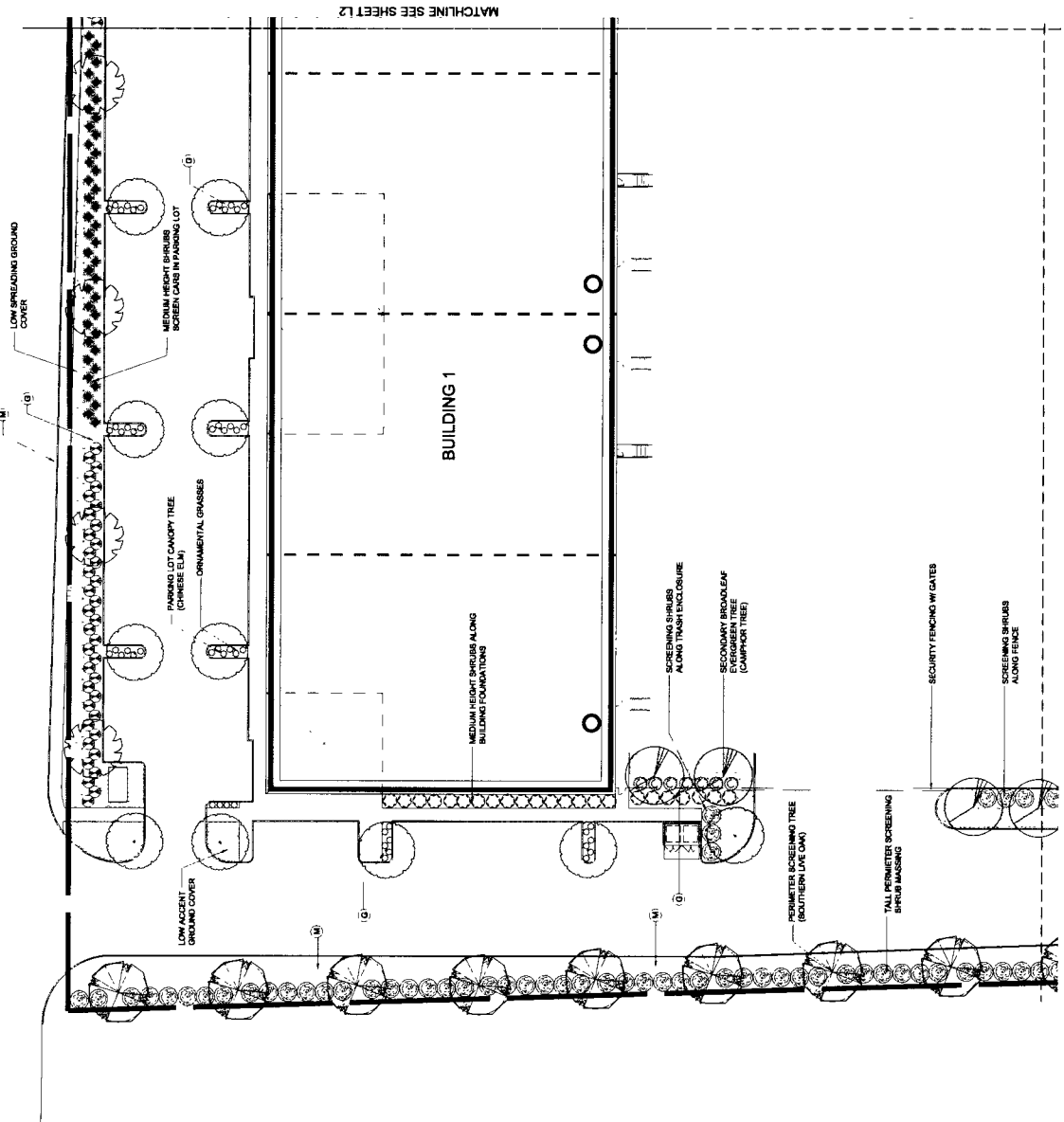
NO.	DATE	REVISIONS
1	11/15/11	PRELIMINARY LAYOUT
2	11/15/11	REVISED PER COMMENTS
3	11/15/11	REVISED PER COMMENTS
4	11/15/11	REVISED PER COMMENTS
5	11/15/11	REVISED PER COMMENTS
6	11/15/11	REVISED PER COMMENTS
7	11/15/11	REVISED PER COMMENTS
8	11/15/11	REVISED PER COMMENTS
9	11/15/11	REVISED PER COMMENTS
10	11/15/11	REVISED PER COMMENTS

DATE	BY	REVISIONS
11/15/11	J. SCANNELL	PRELIMINARY LAYOUT
11/15/11	J. SCANNELL	REVISED PER COMMENTS
11/15/11	J. SCANNELL	REVISED PER COMMENTS
11/15/11	J. SCANNELL	REVISED PER COMMENTS
11/15/11	J. SCANNELL	REVISED PER COMMENTS
11/15/11	J. SCANNELL	REVISED PER COMMENTS
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11/15/11	J. SCANNELL	REVISED PER COMMENTS
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11/15/11	J. SCANNELL	REVISED PER COMMENTS

L1
SHEET

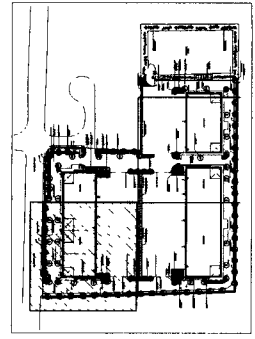
RW Stover & Associates, Inc.
Landscape Architecture
1520 Lathrop Road, Suite 4
Lathrop, CA 94546
Tel: 925.344.9211
Fax: 925.344.9212

W LATHROP ROAD

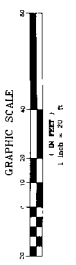


MATCHLINE SEE SHEET L2

MATCHLINE SEE SHEET L3



SITE MAP



REFER TO SHEET L5 FOR PLANT MATERIALS LIST

WARE MALCOMB
Landscape Architecture

- ARCHITECTURE
- INTERIOR DESIGN
- EXTERIOR ARCHITECTURE
- LANDSCAPE ARCHITECTURE
- PLANNING
- ENGINEERING
- CONSTRUCTION ADMINISTRATION
- ART DIRECTION
- PHOTOGRAPHY
- VIDEO


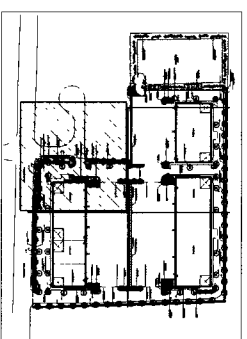
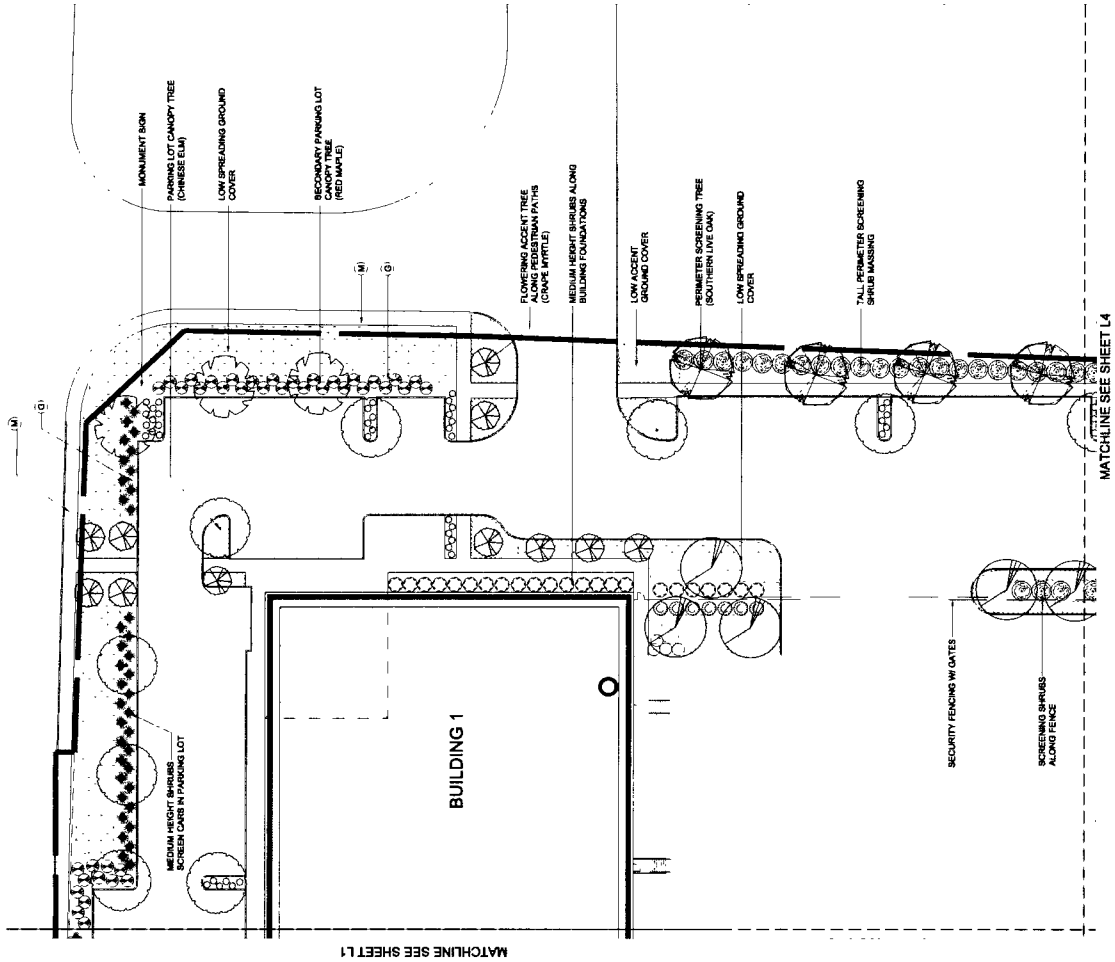
SCANNELL PROPERTIES
1520 Lathrop Road
Lathrop, California

PRELIMINARY LANDSCAPE PLAN

DATE: 07/27/11
DRAWN BY: J. BROWN
CHECKED BY: J. BROWN

NO. 11
DATE: 07/27/11
SHEET: L2

RW Stover & Associates, Inc.
LANDSCAPE ARCHITECTURE
1800 North Main Street, Suite 4
Walton, CA 95686
708.933.2150

GRAPHIC SCALE
0 10 20 30 40
FEET
0 10 20 30
METERS

REFER TO SHEET L5 FOR PLANT MATERIALS LIST

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Leading Design for Commercial Real Estate

1520 Lathrop Road
Lathrop, California

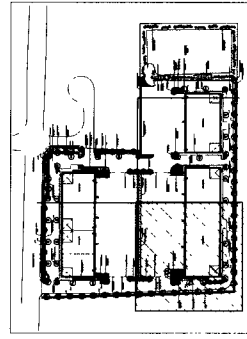
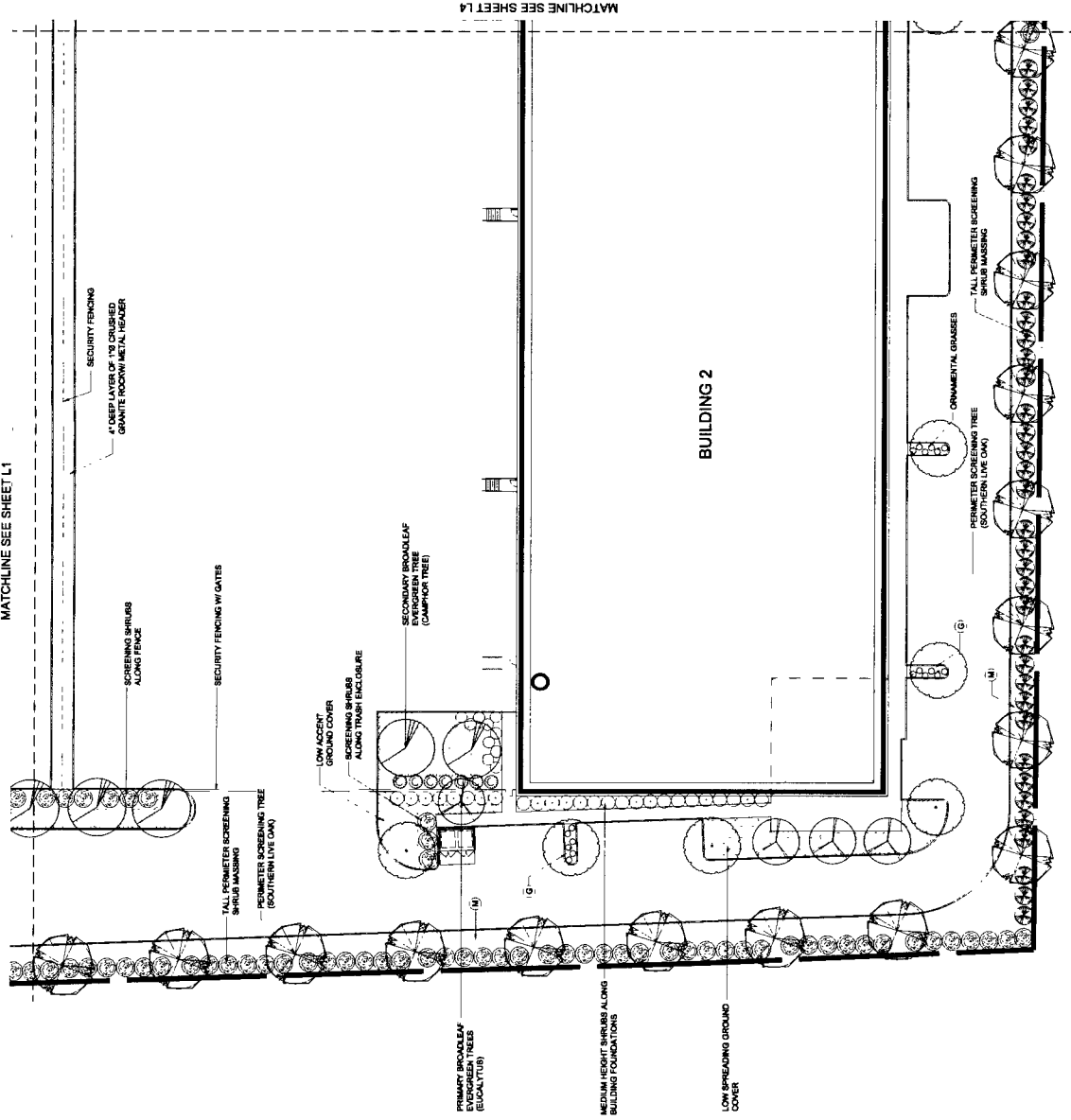
SCANNELL PROPERTIES

DATE	12/21
REVISIONS	
DATE	
REVISIONS	
DATE	
REVISIONS	
DATE	
REVISIONS	

PRELIMINARY LANDSCAPE PLAN

L3
SHEET

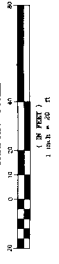
RW Stoner & Associates, Inc.
Landscape Architecture
1500 North Wilcox, Suite 4
Portland, OR 97228
Tel: 503 455 1183



SITE MAP



GRAPHIC SCALE



REFER TO SHEET L5 FOR PLANT MATERIALS LIST

CAUTION: IF THIS SHEET IS NOT 30"x42" IT IS A REDUCED PRINT

WARE MALCOMB
Landscape Design for Commercial Real Estate
12524A ROAD
LATROP, CALIFORNIA 95551
TEL: 707.544.9001
WWW.WAREMALCOMB.COM

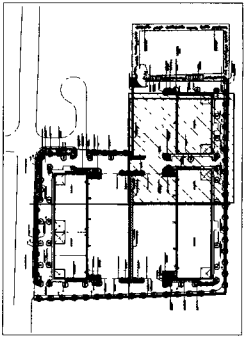
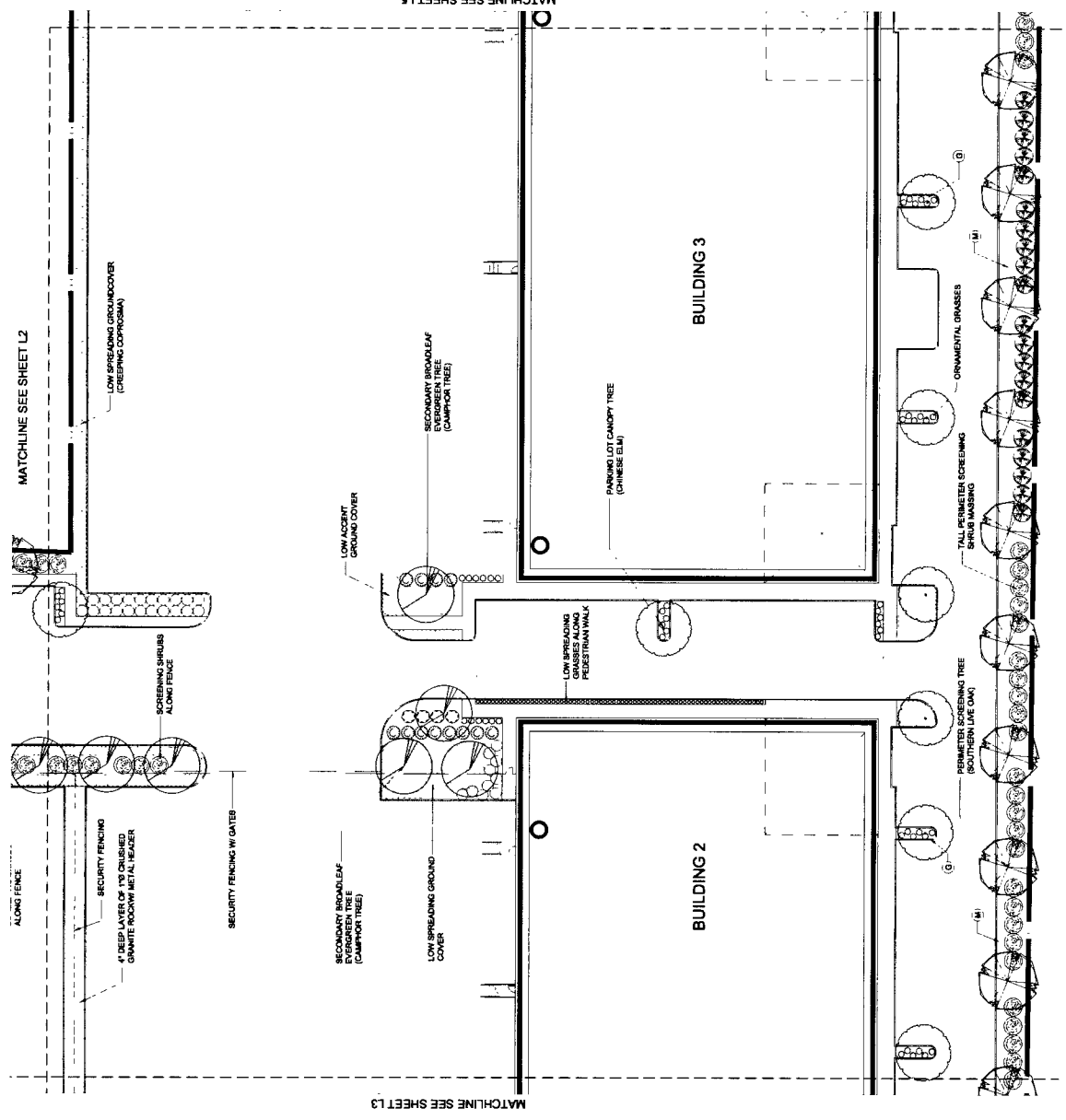
SCANNELL PROPERTIES
1520 Latrop Road
Latrop, California

PRELIMINARY LANDSCAPE PLAN
DATE: 05/21/17
DRAWN: J. HARRIS
CHECKED: J. HARRIS
REVISIONS:
NO. DATE DESCRIPTION

DATE	05/21/17	
DRAWN	J. HARRIS	
CHECKED	J. HARRIS	
REVISIONS		
NO.	DATE	DESCRIPTION

PROJECT: 1520 LATROP ROAD
SHEET: L4

R/Sr Steven & Associates, Inc.
Landscape Architecture
1000 North Main Street, Suite 4
P.O. Box 1000
Eureka, CA 95501
TEL: 707.425.1234



SITE MAP



GRAPHIC SCALE
1" = 20' FT.
0 20 40 60 80

REFER TO SHEET L5 FOR PLANT MATERIALS LIST

WARE MALCOMB
Leading Design for Commercial Real Estate

SCANNELL PROPERTIES
1520 Lathrop Road
Lathrop, California

PRELIMINARY LANDSCAPE PLAN

NO.	DATE	REVISIONS
1	7-25-21	PRELIMINARY SUBMITTAL
2	8-25-21	REVISIONS

DATE	7/25/21
DESIGNED BY	W.A.M.
DRAWN BY	W.A.M.
CHECKED BY	W.A.M.
DATE	7/25/21

L5

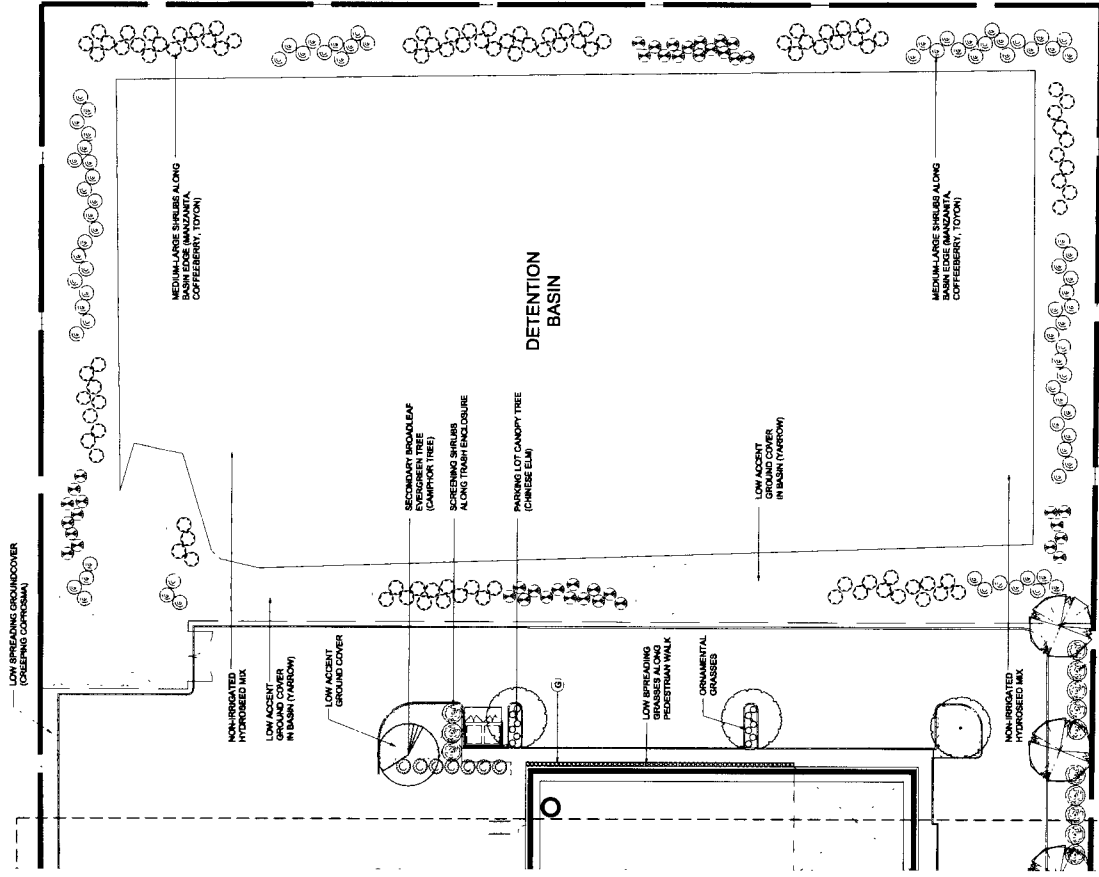
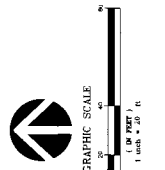
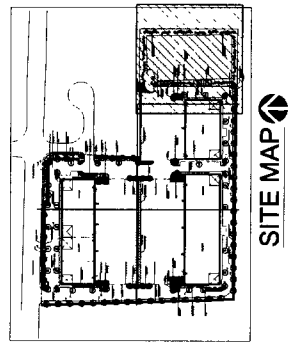
RW Stover & Associates, Inc.
Landscape Architecture
4000 Wilshire Blvd., Suite 400
Beverly Hills, CA 90210
Tel: 310.200.2200

PLANT MATERIALS LIST

SYMBOL	SYMBOL NAME	COMMON NAME	WATER USE	SCALE	SIZE	COUNT
(Symbol)	MANZANITA	MANZANITA	LOW	18" DIA.	20'	200
(Symbol)	COFFEEBERRY	COFFEEBERRY	LOW	18" DIA.	20'	200
(Symbol)	IRONWOOD	IRONWOOD	LOW	18" DIA.	20'	200
(Symbol)	YUCCA	YUCCA	LOW	18" DIA.	20'	200
(Symbol)	AGAVE	AGAVE	LOW	18" DIA.	20'	200
(Symbol)	GRASS	GRASS	LOW	18" DIA.	20'	200
(Symbol)	SHRUB	SHRUB	LOW	18" DIA.	20'	200
(Symbol)	TREE	TREE	LOW	18" DIA.	20'	200

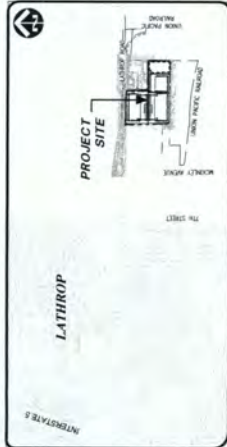
PLANT NOTES:

- 1. ALL PLANT MATERIALS LISTED ARE TO BE PLANTED WITHIN THE SPECIFIED AREAS.
- 2. PLANT MATERIALS ARE TO BE PLANTED IN ACCORDANCE WITH THE PLANTING SCHEDULE.
- 3. PLANT MATERIALS ARE TO BE PLANTED IN ACCORDANCE WITH THE PLANTING SCHEDULE.
- 4. PLANT MATERIALS ARE TO BE PLANTED IN ACCORDANCE WITH THE PLANTING SCHEDULE.
- 5. PLANT MATERIALS ARE TO BE PLANTED IN ACCORDANCE WITH THE PLANTING SCHEDULE.



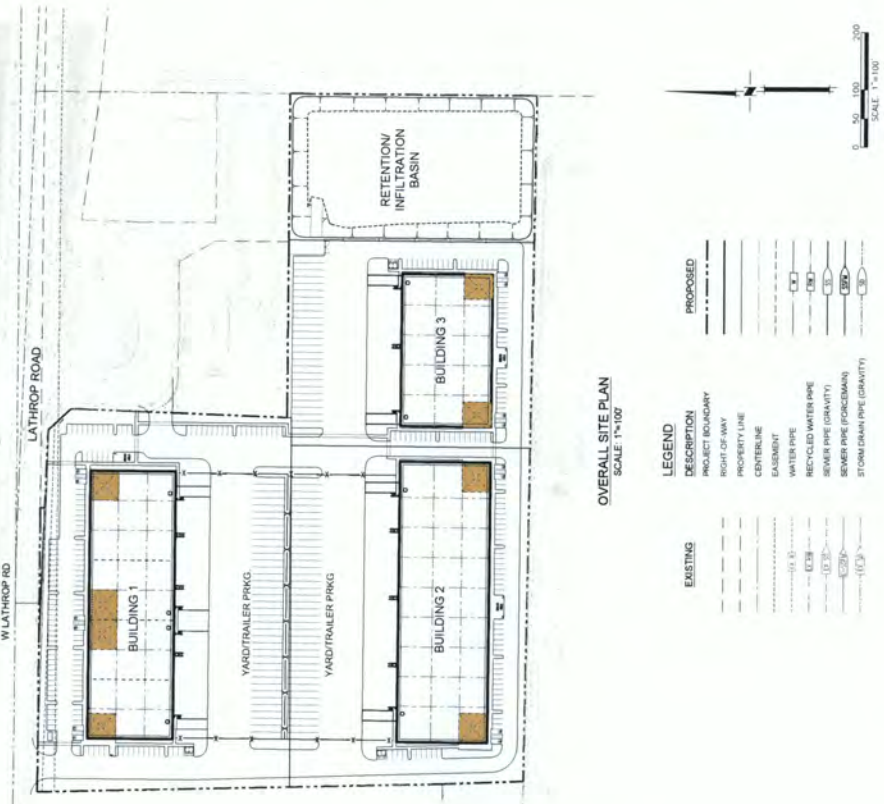
MATCHLINE SEE SHEET L4

1520 LATHROP ROAD VESTING TENTATIVE PARCEL MAP CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA APRIL 2021



GENERAL NOTES:

- 1) OWNERS: CITY OF LATHROP
REVERSIONARY INTEREST TO LATHROP MOODS DALE INVESTMENTS, LP
- 2) APPLICANT: SCANNELL PROPERTIES,
3648 MT. DIABLO BLVD., STE B115
LAFAYETTE, CA 94509
PH: (925) 938-1111
P: FISHAR@GMAIL.COM
- 3) CIVIL ENGINEER: MACKAY & SOMPS CIVIL ENGINEERS, INC.
5142 FRANKLIN DRIVE, STE B
PLEASANTON, CA 94588
(925) 225-0680
- 4) GEOTECHNICAL: ENGEO INC ENGINEER
10000 WILSON AVENUE, SUITE 100
LATHROP, CA 95330
(520) 855-0910
- 5) ASSESSOR'S PARCEL NUMBERS: 168-040-140-000
- 6) TOTAL AREA: 18.15+ ACRES
- 7) TOTAL NUMBER OF LOTS: 4 LOTS
- 8) SUBJECT PROPERTY SHOWN TO BE IN ZONE 'X' ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP 060770010F (AREAS FLOODING WITH A 1% ANNUAL CHANCE OF FLOODING) DATED OCTOBER 16, 2009. REVISED TO REFLECT LOAR EFFECTIVE SEPTEMBER 2, 2011
- 9) UTILITIES:
POSSIBLE WATER DISTRIBUTION: CONNECTION TO CITY OF LATHROP WATER SYSTEM
SANITARY SEWER CONFORMANCE: CONNECTION TO CITY OF LATHROP SEWER SYSTEM
A NEW SEWER PUMP STATION IS INSTALLED ON SITE WITH A FORCE MAIN THAT WILL CONNECT TO THE CITY OF LATHROP SEWER SYSTEM AT THE INTERSECTION OF LATHROP AVENUE AND MUSKIELE AVENUE.
STORM DRAIN: ALL STORM DRAIN PIPES SHALL BE PRIVATE AND DISCHARGE INTO THE CITY OF LATHROP DESIGN & CONSTRUCTION STANDARDS
STORMWATER QUALITY: STORMWATER QUALITY REQUIREMENTS TO BE MET THROUGH THE ON-SITE INFILTRATION BASIN. THE INFILTRATION BASIN SHALL BE SIZED IN ACCORDANCE WITH THE CITY OF LATHROP DESIGN & CONSTRUCTION STANDARDS.
PRE-TREATMENT SHALL OCCUR THROUGH A COB HYDRODYNAMIC SEPARATOR OR APPROVED EQUAL OR OTHER APPROVED METHOD.
10) GAS AND ELECTRIC SERVICE TO BE PROVIDED BY PACIFIC GAS & ELECTRIC.
INSTALLATION SHALL BE UNDERGROUND IN ACCORDANCE WITH CITY REQUIREMENTS
11) EXISTING DISTRIBUTION POWER POLES AND OVERHEAD POWER LINES THAT ARE AND UNDER SKY OR CONFLICT WITH IMPROVEMENTS SHALL BE RELOCATED, REMOVED OR UNDERGROUND IN ACCORDANCE WITH CITY REQUIREMENTS
12) TELEPHONE SERVICE TO BE PROVIDED BY VERIZON. INSTALLATION SHALL BE UNDERGROUND IN ACCORDANCE WITH CITY REQUIREMENTS
13) PUBLIC UTILITY EASEMENTS, PRIVATE ACCESS EASEMENTS, AND EMERGENCY EASEMENTS SHALL BE PROVIDED ALONG THE INTERIOR OF THE PROJECT
14) EXISTING GENERAL PLAN DESIGNATION (ZONING SERVICE COMMERCIAL (SO) COMMERCIAL SERVICE (CS)) PROPOSED TO GENERAL INDUSTRIAL (GI) AND PROPOSED REDUCE TO GENERAL INDUSTRIAL (IG)
15) EXISTING USE: VACANT SITE WITH PREVIOUS AGRICULTURE & VEHICLE STORAGE USES
16) PROPOSED USE: GENERAL INDUSTRIAL (WAREHOUSES)
17) UTILITY LOCATIONS, UTILITY SIZES, AND LOT DIMENSIONS ARE PRELIMINARY AND SUBJECT TO FINAL ENGINEERING DESIGN
18) SITE IMPROVEMENTS MAY BE CONSTRUCTED IN PHASES
19) BOUNDARY AND TOPOGRAPHIC INFORMATION BASED ON SURVEY COMPLETED BY MACKAY & SOMPS DATED SEPTEMBER 2020
20) UNLESS OTHERWISE SPECIFICALLY STATED IN THE CONDITIONS OF APPROVAL, LOCAL ORDINANCES, AND REGULATIONS SHALL APPLY TO THE PROPOSED DEVELOPMENT AND THAT THE PROPOSED DIVISION AND DEVELOPMENT OF THE PROPERTY WILL NOT UNREASONABLY INTERFERE WITH THE FREE AND COMPLETE EXERCISE OF RIGHTS DESCRIBED IN GOVERNMENT CODE SECTION 65000.000(3)(b)
21) CONTOUR INTERVAL IS AS SHOWN. THE ELEVATION DATUM IS PER THE CITY OF LATHROP RECORDS (NOT FS)



OVERALL SITE PLAN
SCALE: 1"=100'

LEGEND	
EXISTING	PROPOSED
--- (dashed line)	--- (dashed line)
--- (dotted line)	--- (dotted line)
--- (solid line)	--- (solid line)
--- (long dashed line)	--- (long dashed line)
--- (short dashed line)	--- (short dashed line)
--- (dash-dot line)	--- (dash-dot line)
--- (line with circles)	--- (line with circles)
--- (line with squares)	--- (line with squares)
--- (line with triangles)	--- (line with triangles)
--- (line with diamonds)	--- (line with diamonds)
--- (line with stars)	--- (line with stars)

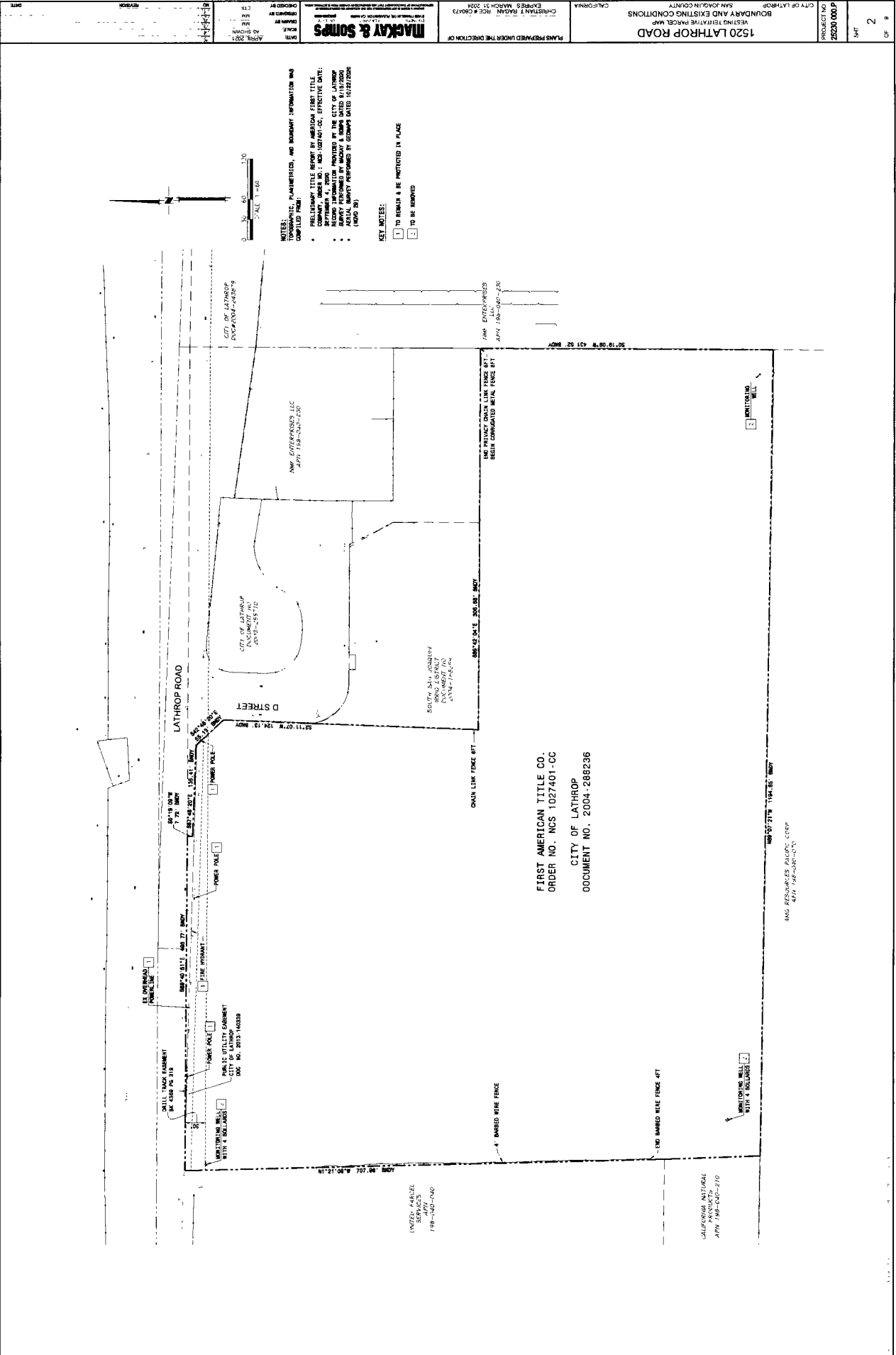
SHEET	DESCRIPTION
1	COVER SHEET
2	BOUNDARY AND EXISTING CONDITIONS
3	PARCEL AND EASEMENT LAYOUT
4	PRELIMINARY GRADING AND DRAINAGE PLAN
5	PRELIMINARY UTILITY AND STORMWATER
6	COMMERCIAL TRUCK ACCESS PLAN
7	FIRE TRUCK CIRCULATION PLAN
8	REUSE ACCESS PLAN
9	

ABBREVIATIONS

- AD AREA DRAIN
- BDY BOUNDARY
- CCY CONC
- EMT EASEMENT
- EX EXISTING
- FOC FIRE DEPARTMENT CONNECTION
- FD FINISHED GRADE
- FW FIRE WATER
- GW GROUNDWATER
- MAN MANHOLE
- MIN MANHOLE
- PAC PUBLIC ACCESS EASEMENT
- PAE PRIVATE UTILITY EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- SCOB STORM DRAIN
- SD STORM DRAIN
- SCB STORM DRAIN CATCH BASIN
- SFI STORM DRAIN FIELD INLET
- SFM STORM DRAIN FORCE MAIN
- SOB STORM DRAIN MANHOLE
- SS SANITARY SEWER
- SSM SANITARY SEWER MANHOLE
- SFM SANITARY SEWER FORCE MAIN
- WM WATER METER
- WS WATER SURFACE ELEVATION

Mackay & Somps
REGISTERED PROFESSIONAL ENGINEERS
EXPIRES: MARCH 31, 2024
PLANS PREPARED UNDER THE DIRECTION OF:
CHRISTIAN T. BROWN (P.E. 00071)
CITY OF LATHROP
SAN JOAQUIN COUNTY
CALIFORNIA

1520 LATHROP ROAD
COVER SHEET
WESTING TENTATIVE PARCEL MAP
CITY OF LATHROP
SAN JOAQUIN COUNTY
CALIFORNIA
PROJECT NO.
26230.000 P
SHEET
1
OF 9



NOTES:

- 1. ALL DIMENSIONS, PLACEMENTS, AND BOUNDARY INFORMATION WAS OBTAINED FROM THE RECORD DRAWING AND FIELD SURVEY.
- 2. THIS SURVEY TITLE IS BASED BY RECORD DRAWING TITLE: "FIRST AMERICAN TITLE CO. ORDER NO. NCS 1027401-CC", EFFECTIVE DATE: SEPTEMBER 4, 2004.
- 3. THIS SURVEY WAS PERFORMED BY THE CITY OF LATHROP SURVEYING DEPARTMENT.
- 4. ALL SURVEYS PERFORMED BY MACKAY & SOMERS DATED 4/10/2004 (PAGE 2).
- 5. ALL SURVEYS PERFORMED BY GEORGE DATED 10/22/2004 (PAGE 2).

KEY NOTES:

- 1 TO REMAIN & BE PROTECTED IN PLACE
- 2 TO BE REMOVED

PROJECT NO: 252301000 P
SHEET: 2
DATE: 4/10/2004

1520 LATHROP ROAD
BOUNDARY AND EXISTING CONDITIONS
VECTING EXISTING FACILITIES MAP
SAN JOAQUIN COUNTY
CALIFORNIA

PLANS PREPARED UNDER THE DIRECTION OF
CHRISTINA FOGAN, REGISTERED PROFESSIONAL SURVEYOR
EXPIRES MARCH 31, 2008

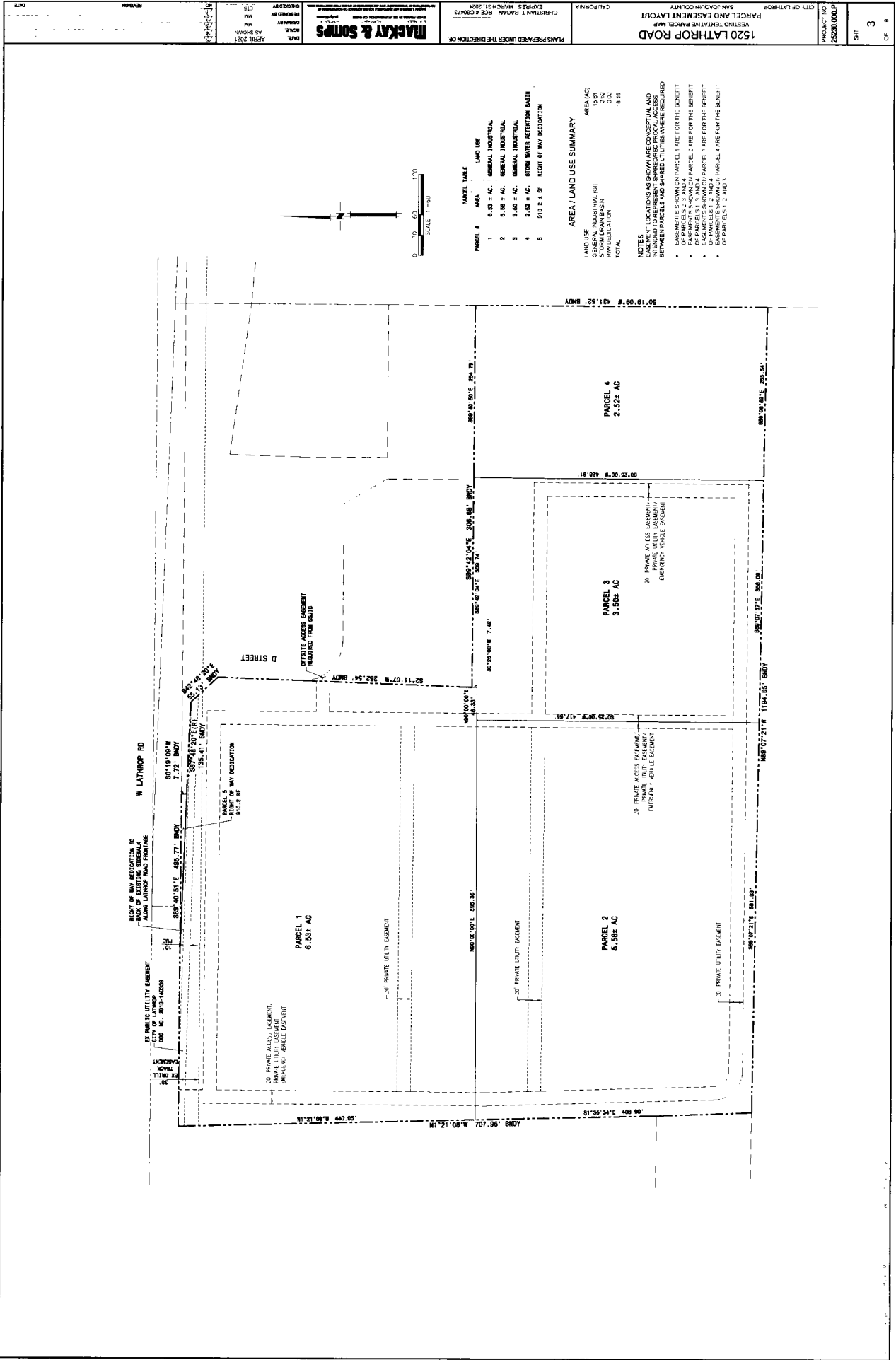
MACKAY & SOMERS
REGISTERED PROFESSIONAL SURVEYORS
1515 L ST., SUITE 100
FOLSOM, CA 95630
TEL: 916.439.9600
WWW.MACKAYANDSOMERS.COM

FIRST AMERICAN TITLE CO.
ORDER NO. NCS 1027401-CC
CITY OF LATHROP
DOCUMENT NO. 2004-288236

AMG RESOURCES PACIFIC CORP
4574 THEVALE RD
MIDWINTER, CA 95648

UNION PACIFIC
SERVICES
198-240-7460

CALIFORNIA NATURAL
RESOURCES
APN 198-040-210





- LEGEND**
- FENCE
 - - - PROPERTY LINE - LIMIT OF PROJECT
 - ▲ DOCK-HIGH DOORS
 - GRADE-LEVEL DOORS
 - - - ADA PATH OF TRAVEL

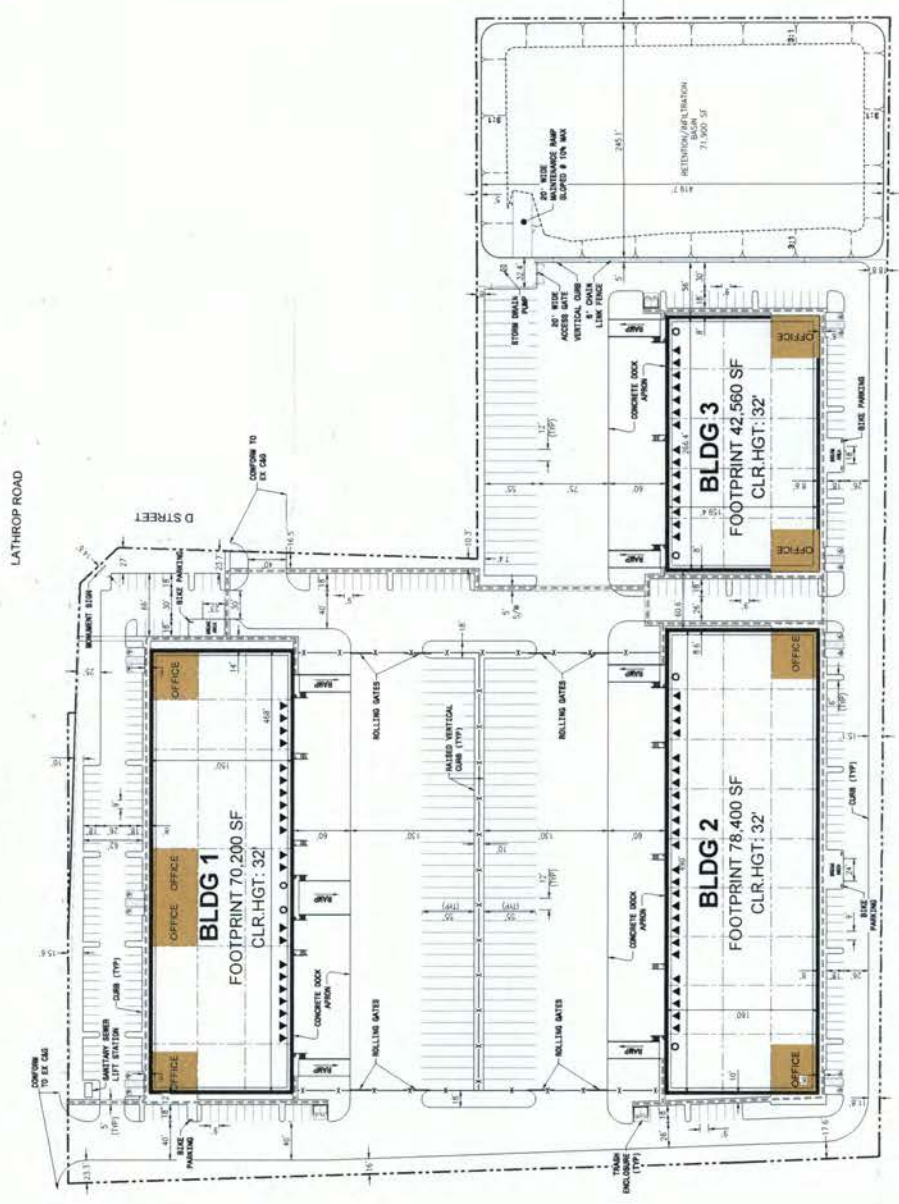
PROJECT DATA:
BUILDING SUMMARY:
BUILDING 1: 70,200 SF
BUILDING 2: 78,400 SF
BUILDING 3: 42,560 SF

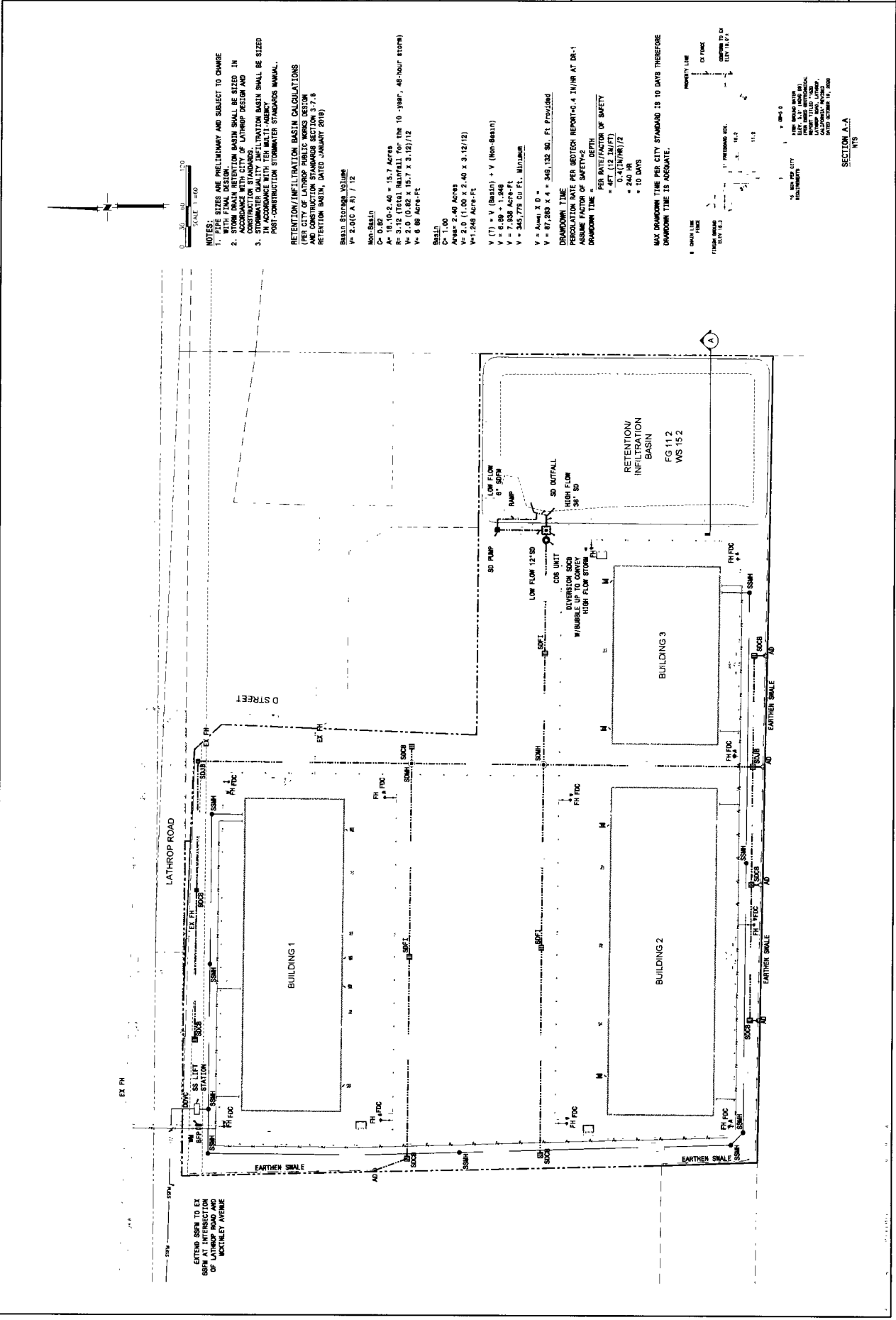
SITE SUMMARY:
TOTAL DEVELOPMENT AREA: 18.18 AC
TOTAL SITE AREA: 18.18 AC
NET SITE AREA: 18.18 AC
ALLIANCE AREA (SHELF): 2.56 AC
PENTHOUSE AREA:

PARKING SUMMARY:

TYPE	REQUIRED	PROVIDED
ACCESSIBLE (P+V) ¹	7	14
STANDARD	180	180
HANDICAPPED (32'x57')	66	100
TOTAL:	143	394

REQUIRED PARKING RATIO:
 * 172,044 SF - WAREHOUSE 1/500 SF
 * 18,180 SF - 10K COMMERCIAL OFFICE 1/400 SF
 (FOR CITY OF LATHROP NATIONAL CODE 17.14.052)





- NOTES: THESE SIZES ARE PRELIMINARY AND SUBJECT TO CHANGE WITH FINAL DESIGN.
1. STORM DRAIN RETENTION BASIN SHALL BE SIZED IN ACCORDANCE WITH THE CITY OF LATHROP DESIGN AND CONSTRUCTION STANDARDS.
 2. STORMWATER QUALITY INFILTRATION BASIN SHALL BE SIZED IN ACCORDANCE WITH THE MULTI-AGENCY POST-CONSTRUCTION STORMWATER STANDARDS MANUAL.

RETENTION/INFILTRATION BASIN CALCULATIONS
 (PER CITY OF LATHROP PUBLIC WORKS DESIGN AND CONSTRUCTION STANDARD SECTION 3.7.8 RETENTION BASIN, DATED JANUARY 2019)

Basin Storage Volume
 $V = 2.0(C A R) / T$

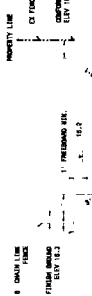
Non-Basin
 $A = 18.10 \times 2.40 = 43.7$ Acres
 $R = 2.0$ (12% RAINFALL FOR THE 10-YEAR, 48-HOUR STORM)
 $T = 2.0$ (24 HOURS)
 $V = 6.88$ ACFT

Basin
 $C = 1.00$
 $A = 18.10$ Acres
 $R = 2.0$ (12% RAINFALL FOR THE 10-YEAR, 48-HOUR STORM)
 $T = 2.0$ (24 HOURS)
 $V = 1.248$ ACFT

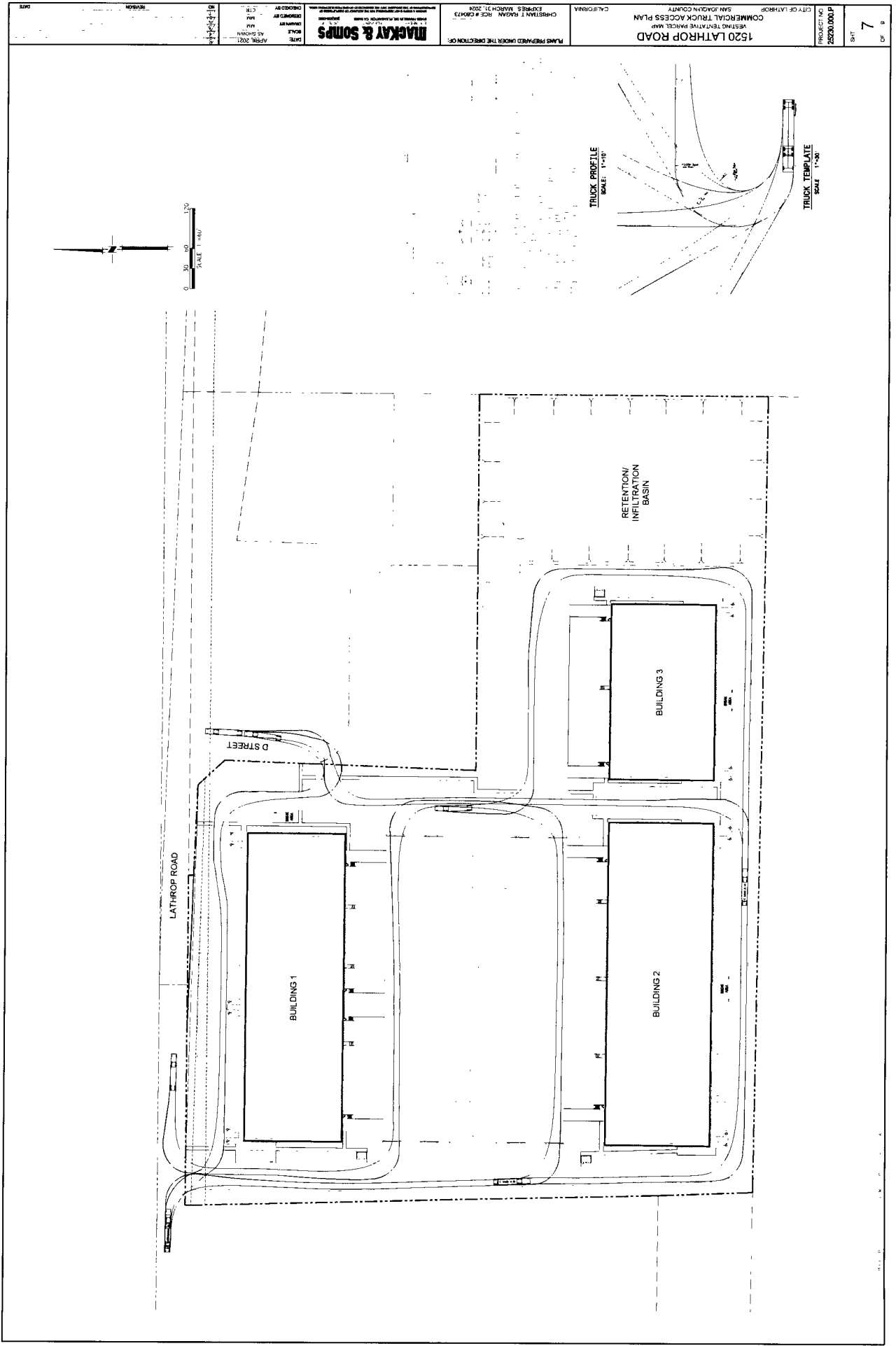
Non-Basin + V (Basin) + V (Non-Basin)
 $V = 6.88 + 1.248 = 8.128$ ACFT
 $V = 345,775.05$ FT³ MUDJAM
 $V = A \times \text{Depth} \times D$
 $V = 87,283 \times 4 = 349,132$ SQ. FT. PROVIDED

DRINKDOWN TIME
 PERCOLATION RATE PER GEOTECH REPORT-C.4 IN/HR AT DR-1
 ASSUME FACTOR OF SAFETY=2
 DRINKDOWN TIME = DEPTH / PERCOLATION RATE
 = 0.4 (1.0 IN/HR) / 2
 = 240 HR
 = 10 DAYS

MAX DRAINAGE TIME PER CITY STANDARD IS 10 DAYS THEREFORE DRAINAGE TIME IS ADEQUATE.



SECTION A-A
 NTS



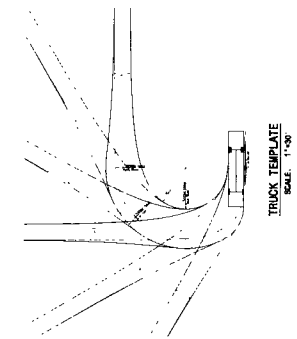
PROJECT NO. 25500001P
 SHEET 7 OF 9
 1520 LATHROP ROAD
 WESTING TRUCK ACCESS PLAN
 COMMERCIAL TRUCK ACCESS PLAN
 SAN JOAQUIN COUNTY
 CALIFORNIA

PLANS PREPARED UNDER THE DIRECTION OF:
 CHRISTIAN T. RAYAN, RCE & GCM23
 ENGINEER, MARCH 31, 2024

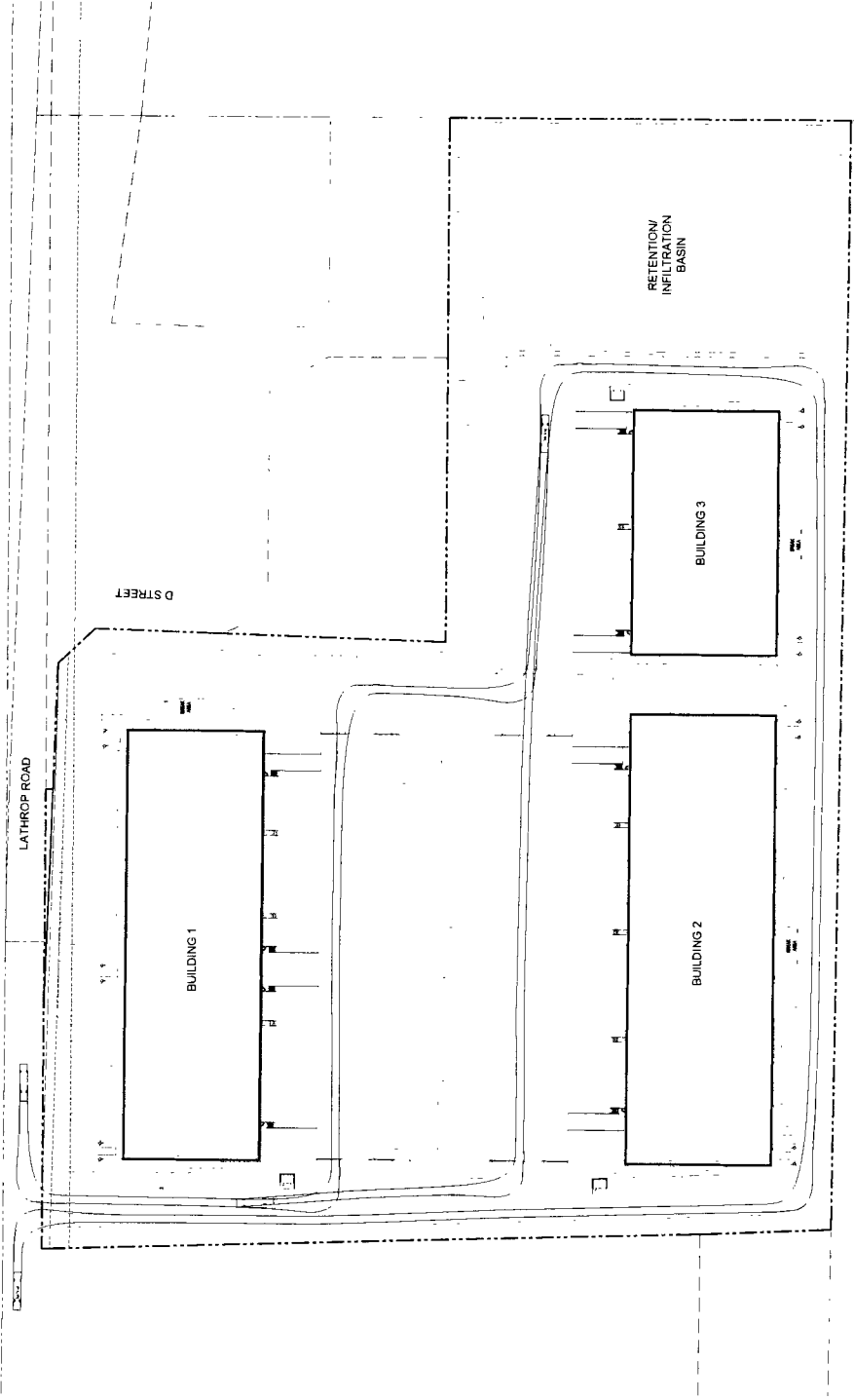
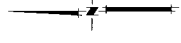
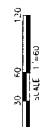
Mackay & Samps
 1100 N. 11th Street
 Stockton, CA 95210
 (209) 943-1100
 www.mackayandsamps.com

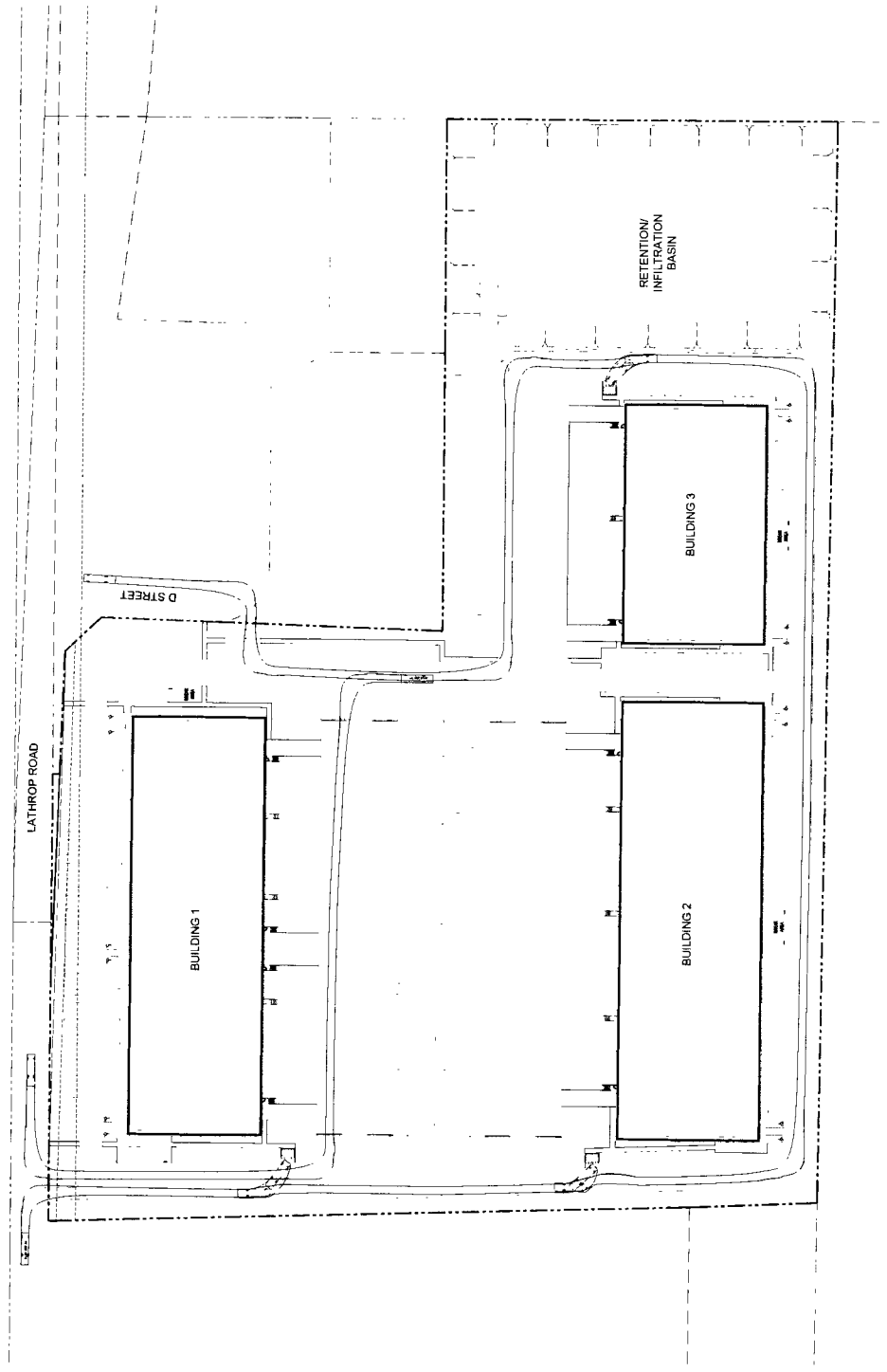
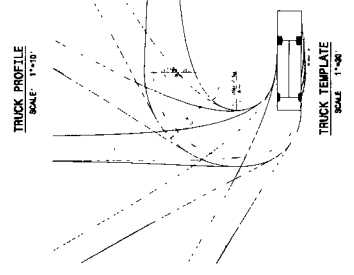
DATE: APRIL 2024
 SCALE: AS SHOWN
 PLOT: KM
 FILE: J1520
 AS CHECKED BY: [Signature]
 DESIGNED BY: [Signature]

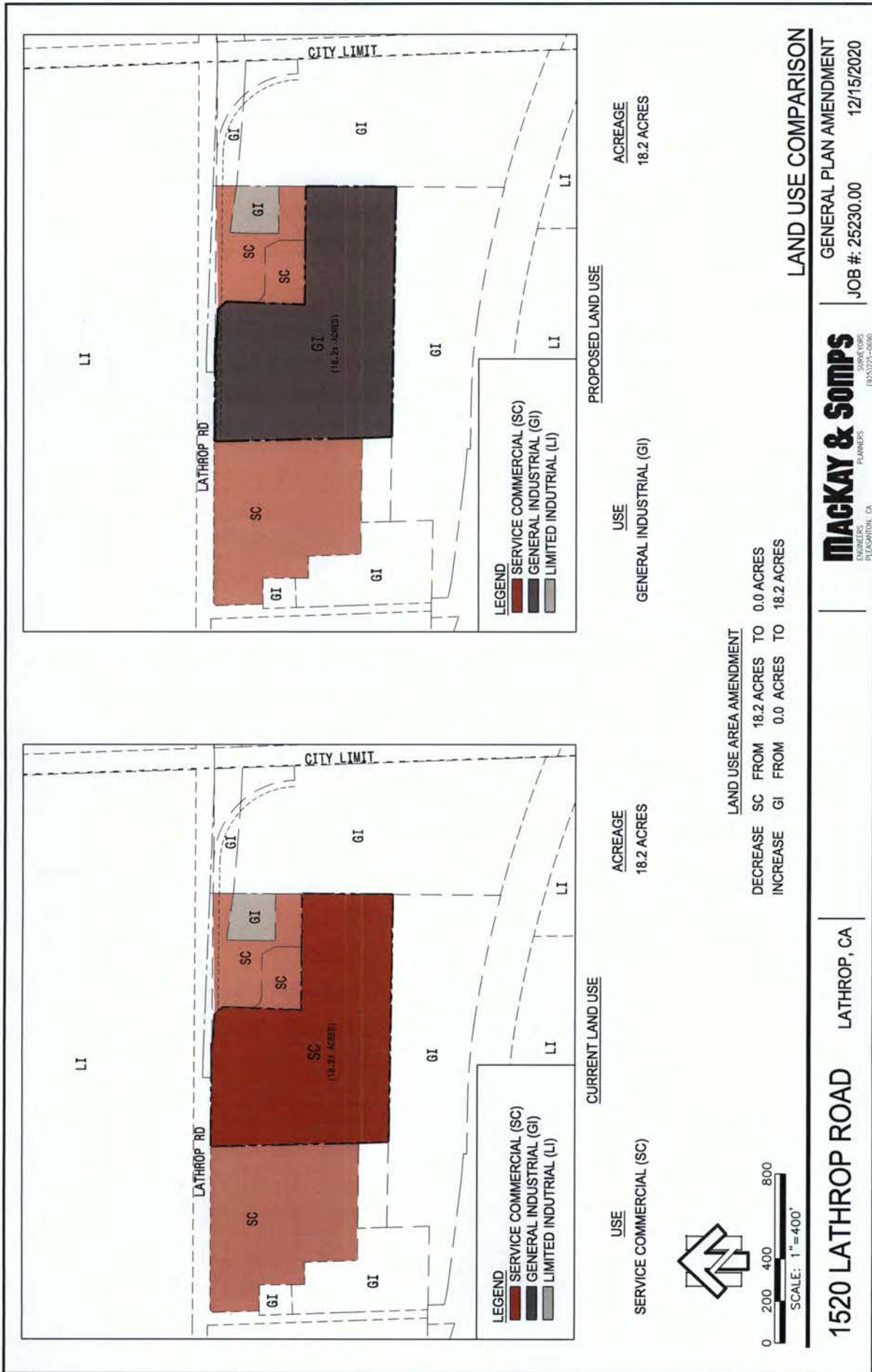
DATE: [Blank]
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 NORTH

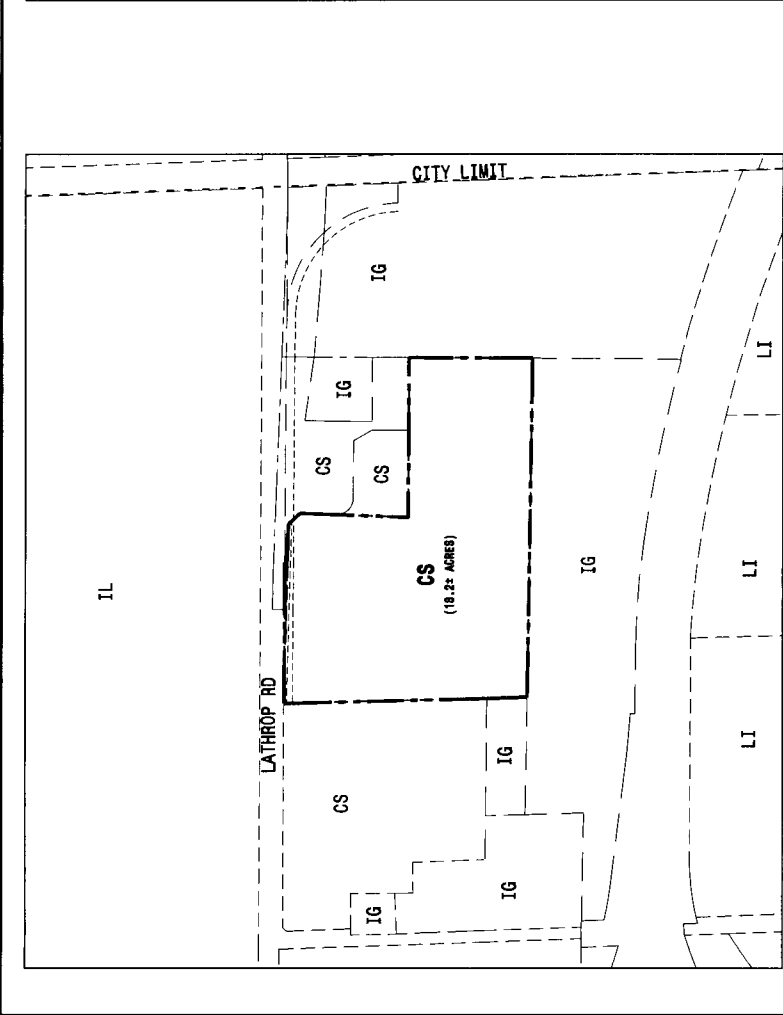
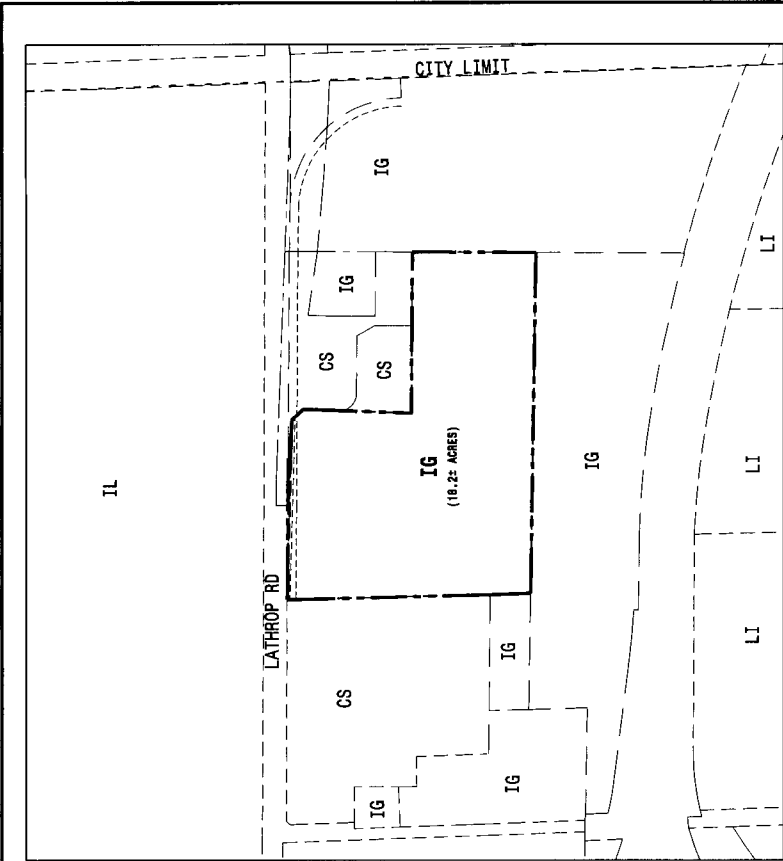


TRUCK PROFILE SCALE: 1"=30'









PROPOSED ZONING
 ZONING: GENERAL INDUSTRIAL (IG)
 ACREAGE: 18.2 ACRES

CURRENT ZONING
 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

REZONE
 JOB #: 25230.00
 12/15/2020

MACKAY & SOMPS
 ENGINEERS
 PLANNERS
 SURVEYORS
 1925125-0690
 PLEASANTON, CA

1520 LATHROP ROAD LATHROP, CA

12-15-2020 11:58am A:\25230\PLAN\FIGURE_V3_230-ZONING_COMPARISON.DWG

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

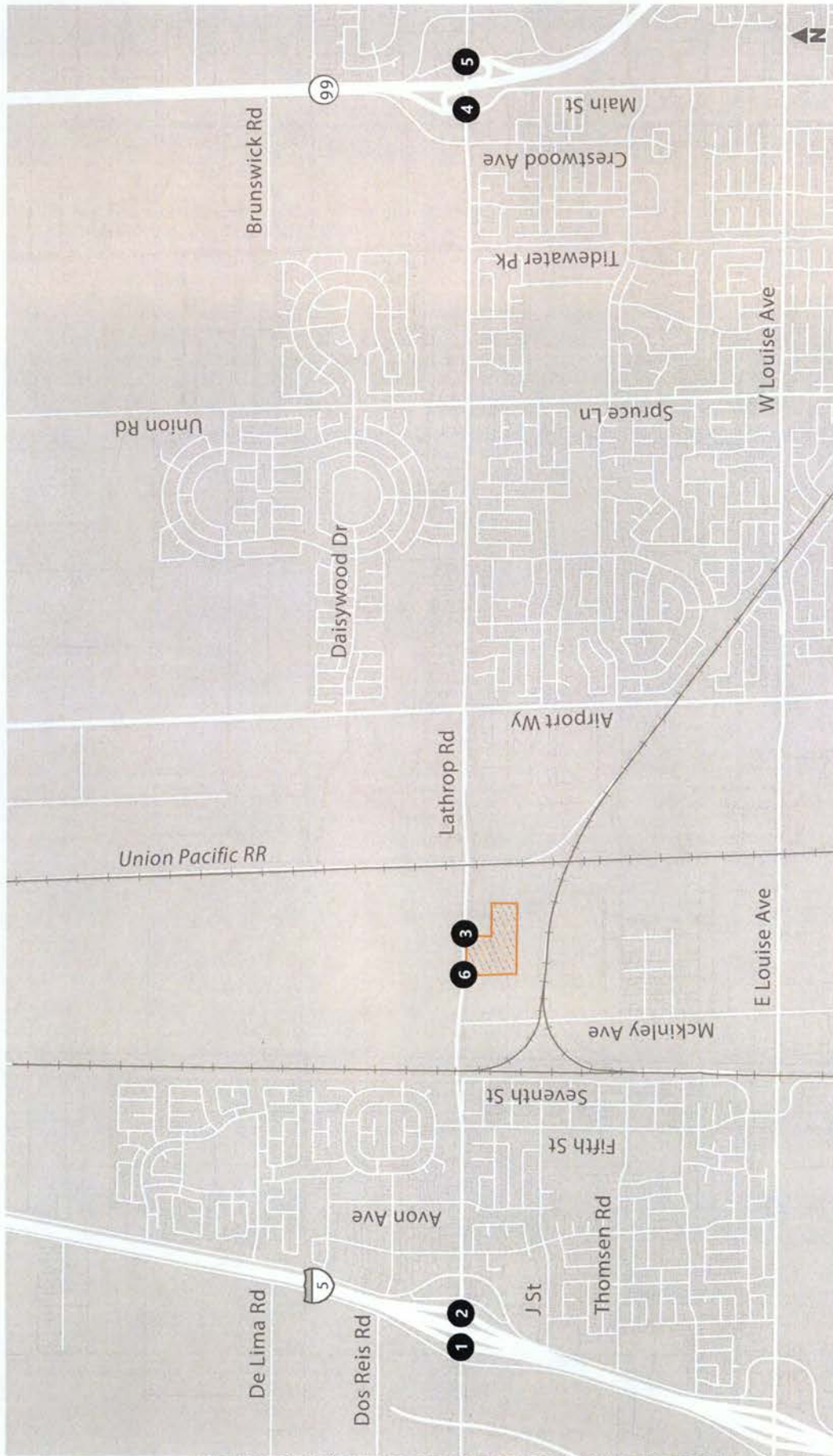
The study area is based on the proposed project's location, site access, and expected trip generation, distribution, and assignment. Traffic operations are analyzed at the following intersections:

- 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.



N:\2021 Projects\4062.00 Lathrop Scannell Industrial Development\Graphics\GIS\MXD\Fig01 ProjectLocation.mxd

Figure 1
Project Location



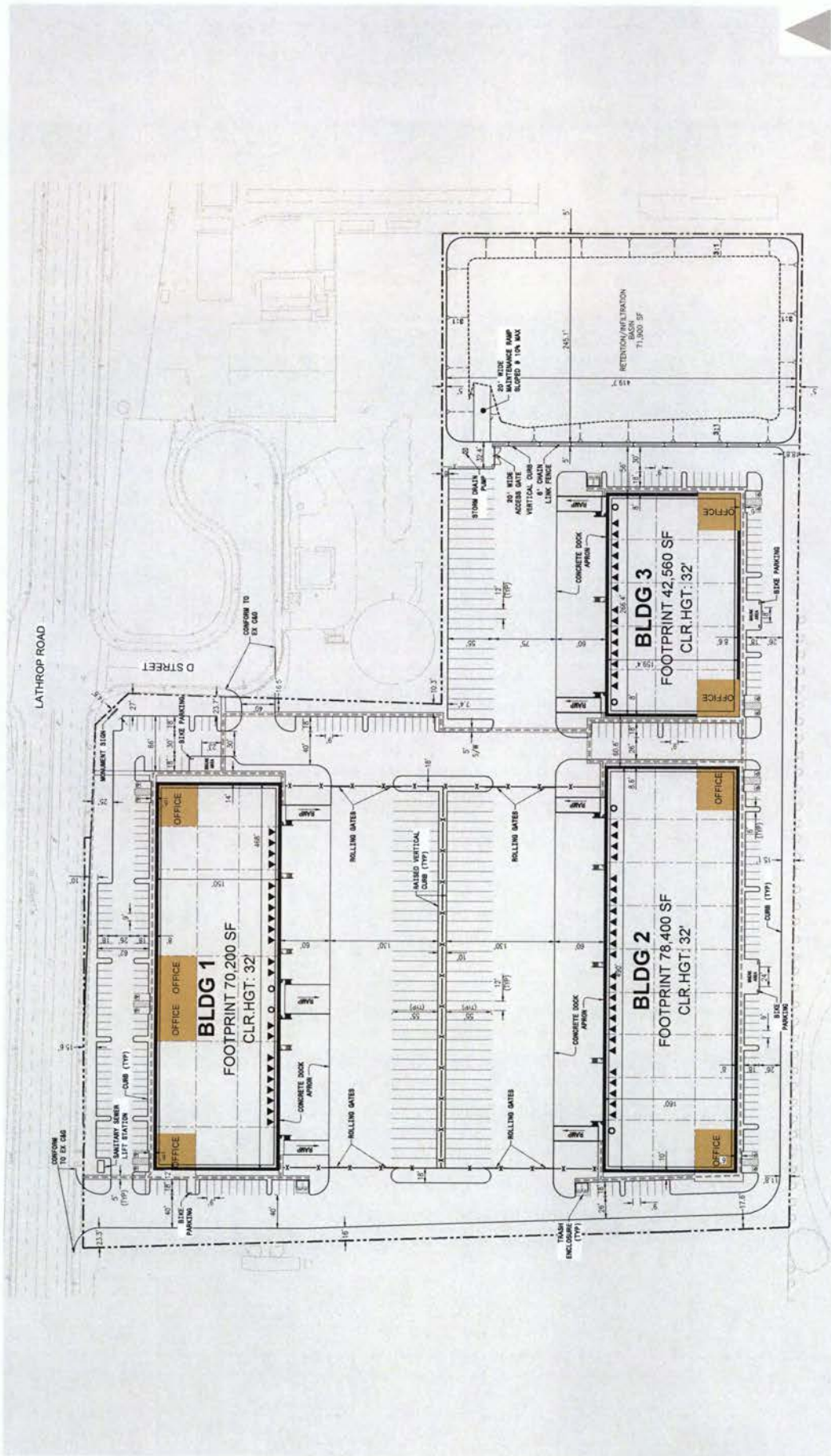


Figure 2
Project Site Plan



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.

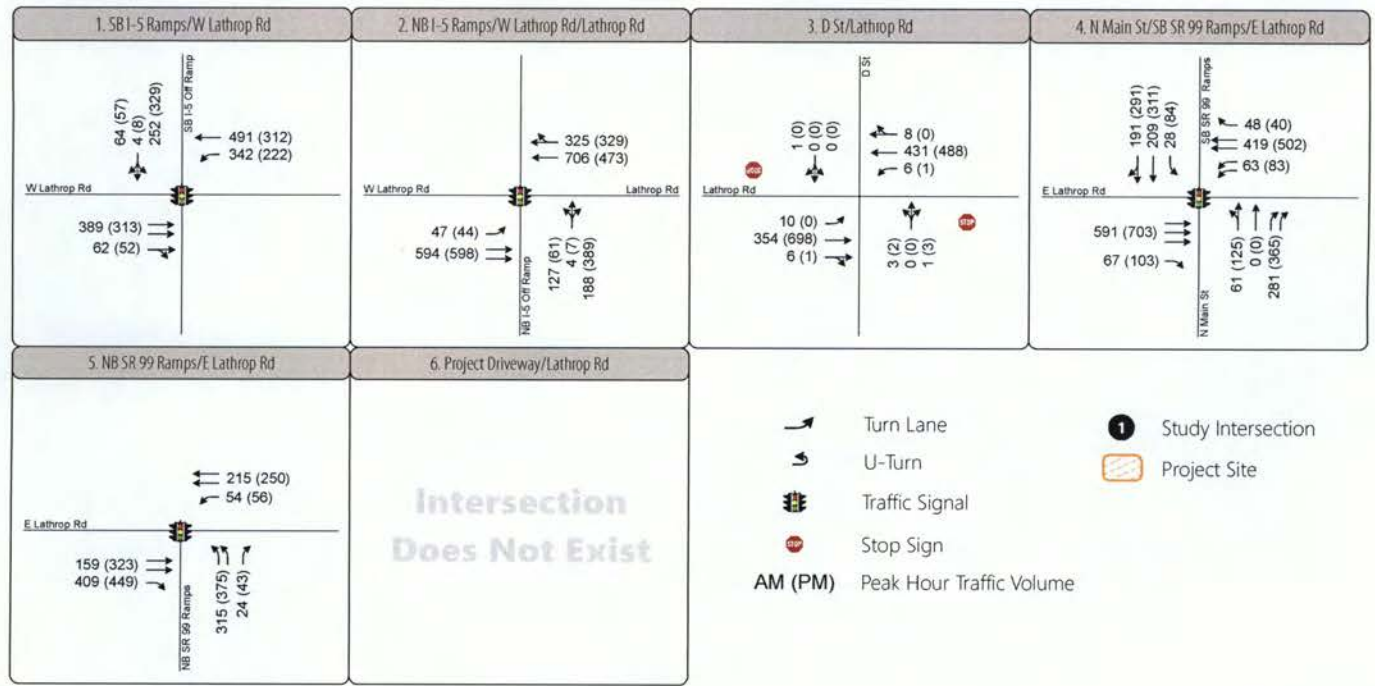


Figure 3

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 e-commerce 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**.

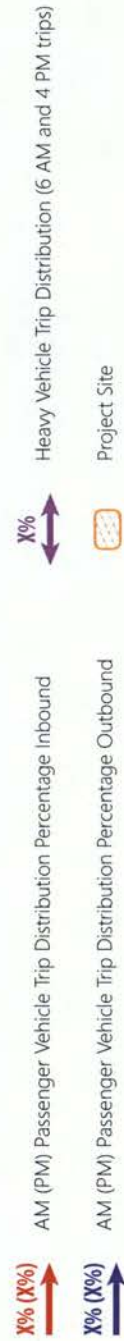
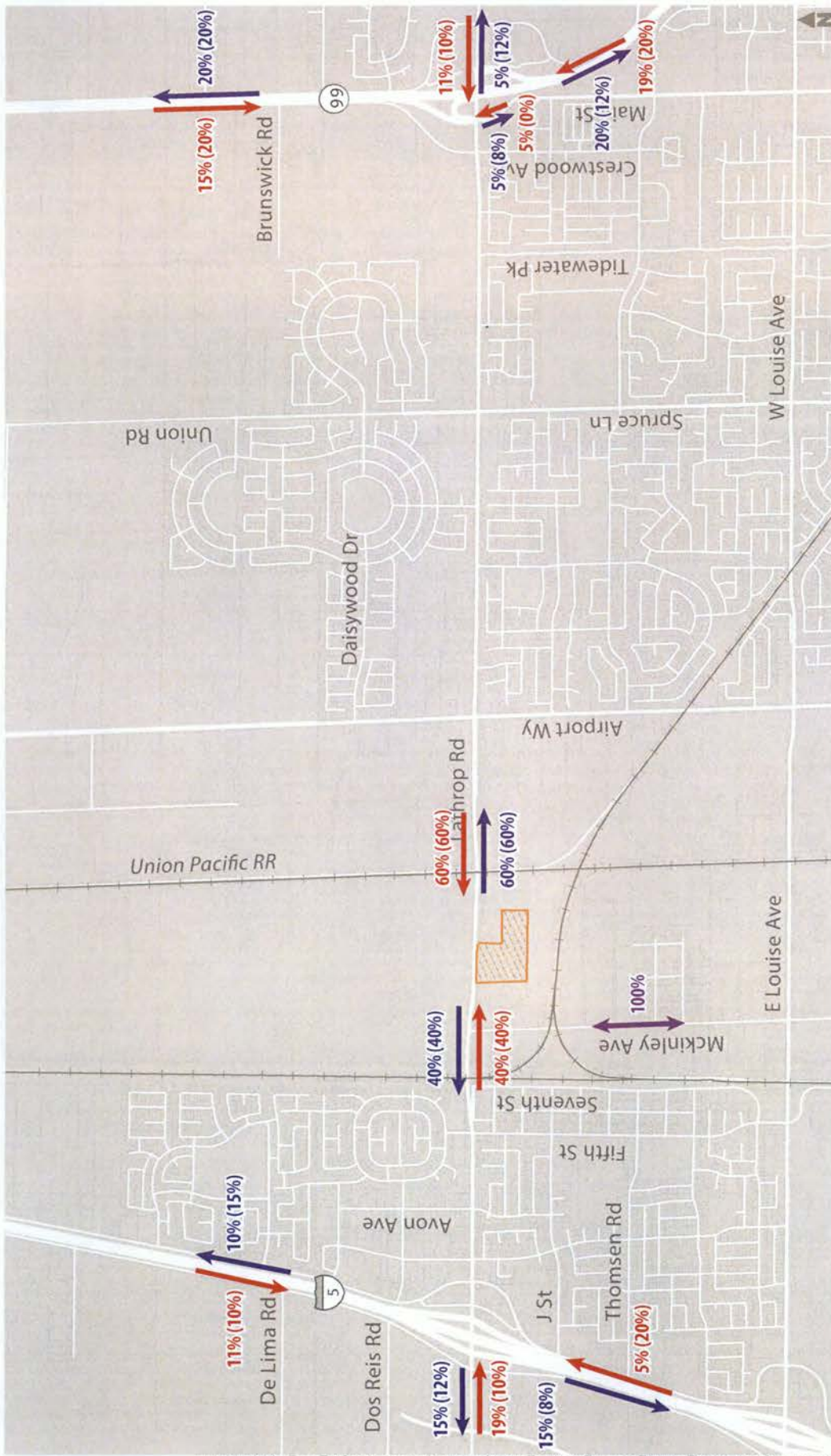


Figure 4
Existing Plus Project Trip Distribution

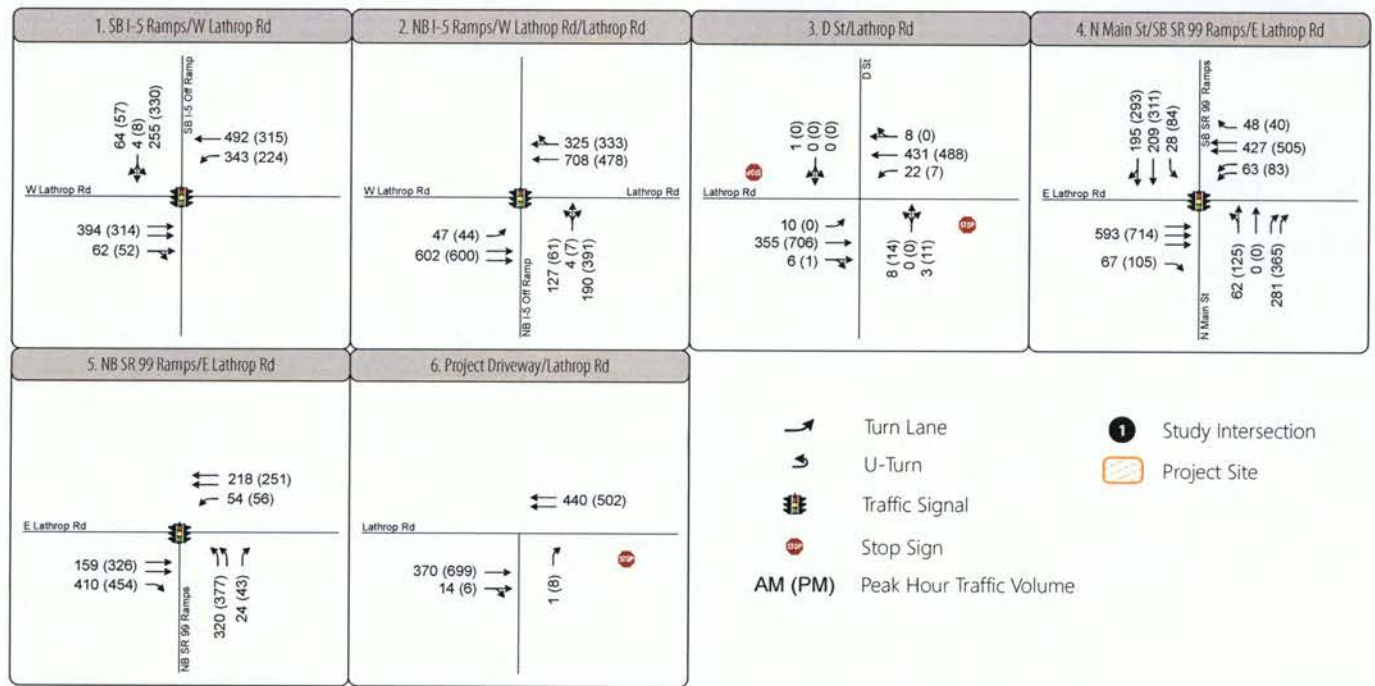
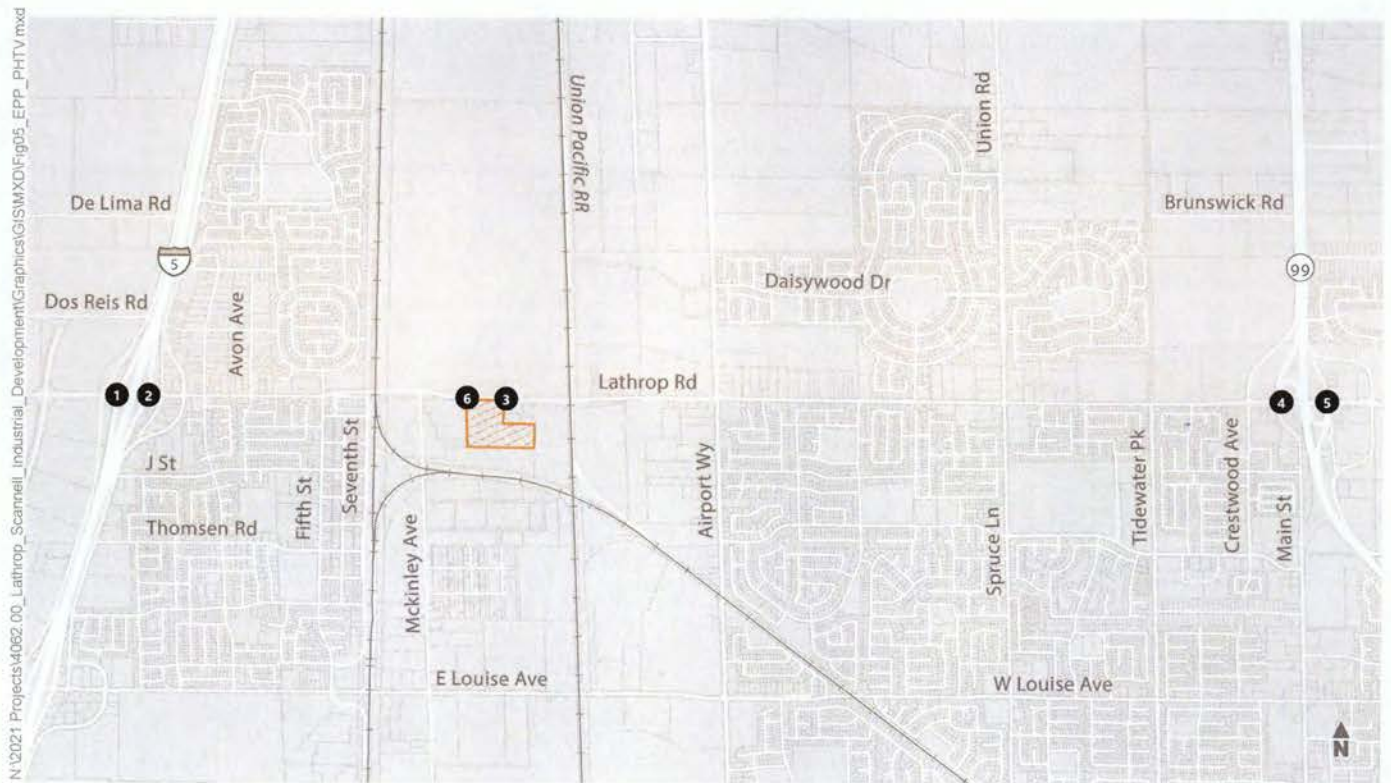


Figure 5

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)
<p>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</p>						

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	18	B	47	D
		PM	17	B	69	E
2. I-5 NB Ramps/Lathrop Rd	Signal	AM	16	B	55	D
		PM	19	B	56	E
3. Lathrop Road/D St	SSSC	AM	1 (15)	A (B)	31 (>1000)	D (F)
		PM	1 (17)	A (C)	426 (>1000)	F (F)
4. SR 99 SB Ramps/Lathrop Rd	Signal	AM	15	B	29	C
		PM	18	B	28	C
5. SR 99 NB Ramps/Lathrop Rd	Signal	AM	12	B	29	C
		PM	12	B	35	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.

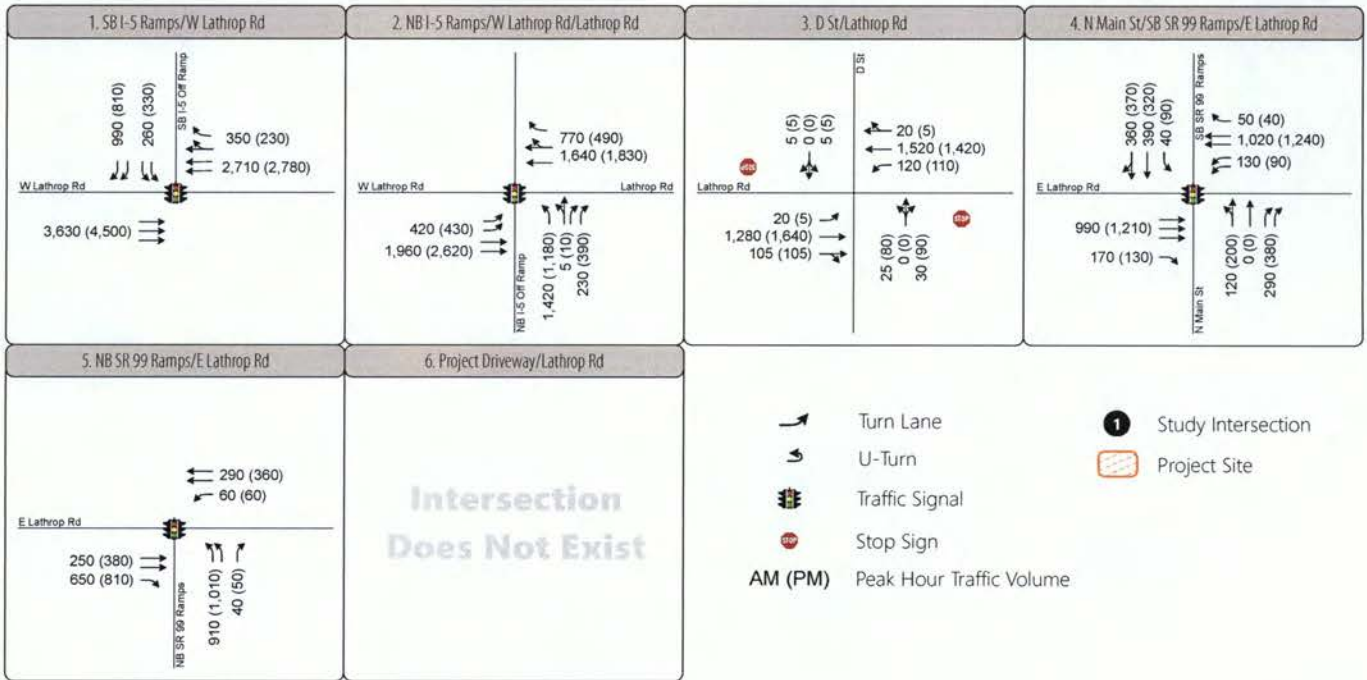


Figure 6

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

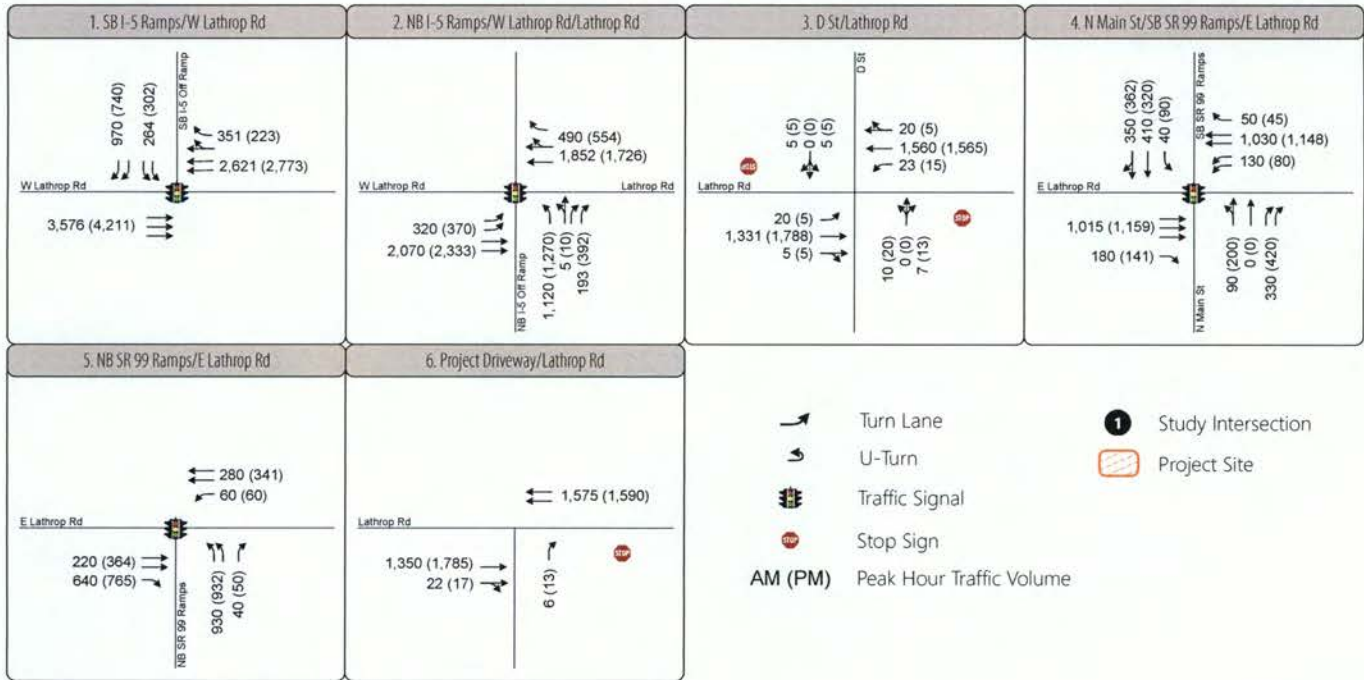


Figure 8

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.

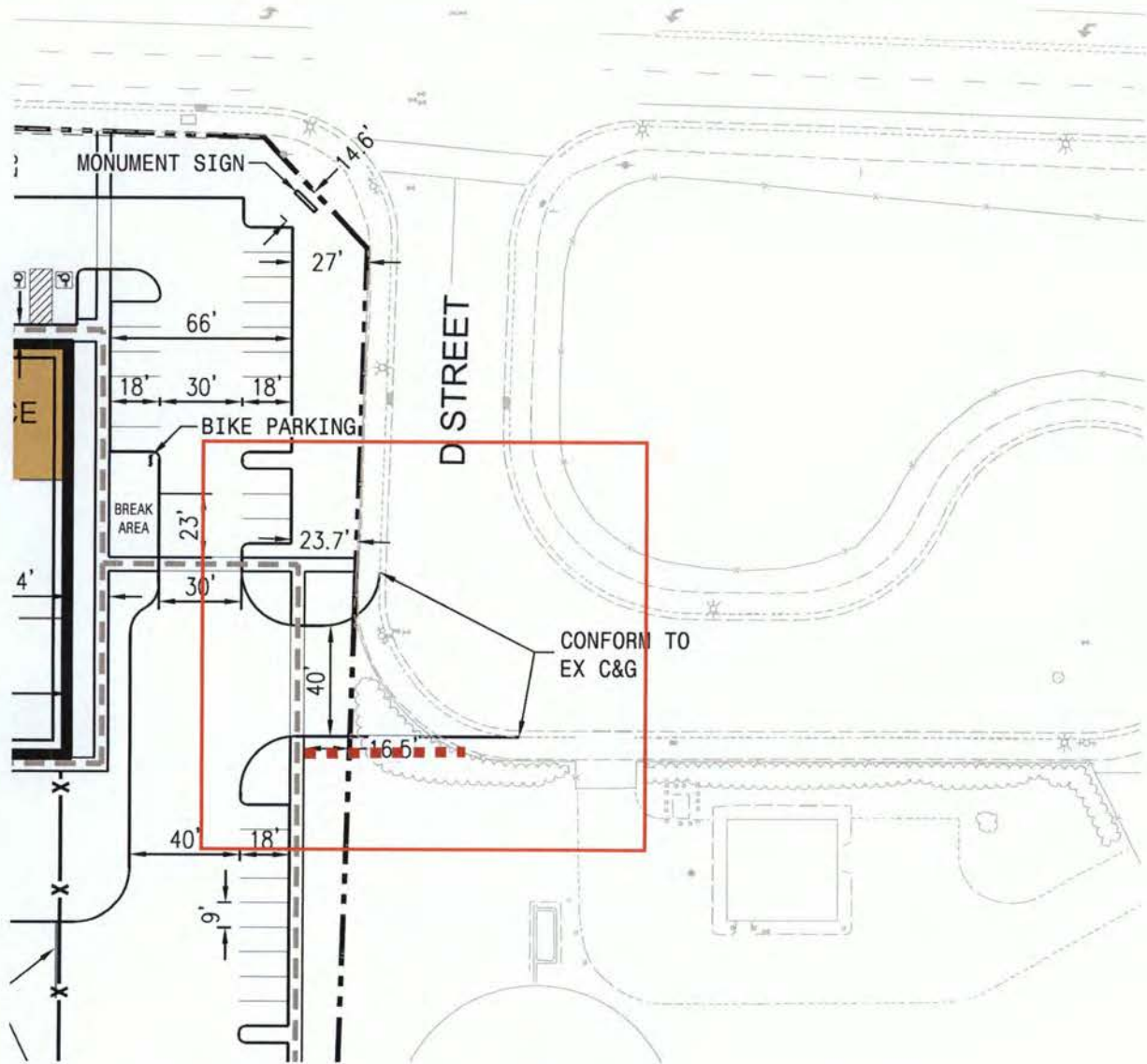
5.2 Site Access Evaluation

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

801 GATEWAY BOULEVARD, SUITE 1000
SOUTH SAN FRANCISCO, CA 94080-7037

TEL (650) 589-1680
FAX (650) 589-5052

msm:th@adamsbroadwell.com

SACRAMENTO OFFICE

520 CAPITOL MALL, SUITE 350
SACRAMENTO, CA 95814-4721

TEL (916) 444-6201
FAX (916) 444-6209

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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 printed on recycled paper

August 13, 2021

Page 2

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.

A-1

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

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.

A-1

Sincerely,

A handwritten signature in black ink, appearing to read 'Maya I. Smith', with a long horizontal flourish extending to the right.

Maya I. Smith
Legal Assistant

MIS:lj1

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 Town Centre Drive
Lathrop, CA 95330
(209) 941-2000

Project Title: Scannell Properties Project

Project Location: The proposed Scannell Properties Industrial Project (the Project) is a proposed industrial development located on approximately 18.2 acres in the City of Lathrop. The Project would include 191,160 square feet (SF) of industrial warehouse uses with adequate parking, loading garages and a stormwater retention/infiltration basin.

The Project site is located near the easterly boundary of the City of Lathrop, south of Lathrop Road (APN 198-040-14). The site is currently vacant and is bordered by existing Service Commercial development to the west, existing General Industrial development to the east and south, and existing Limited Industrial uses to the north. The project site is generally flat, with an elevation range for the entire project site of approximately 16 to 23 feet above sea level.

Project Description: The proposed Project would develop the 18.2-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 6.54-acre site. Building 2 would be located in the southwest portion of the Project site and have a building footprint of approximately 78,900 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 42,060 SF on a 3.50-acre site. The total building square footage for all buildings would be 191,160 SF. Approximately 10% (approximately 19,116 SF) of the building square footage would be dedicated to office uses while the remainder of the building square footage (approximately 172,044 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 a significant adverse effect on the environment. The Initial Study and Proposed Mitigated 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/or the mitigation measures described herein have been added to the project. A Mitigated Negative Declaration has thus been prepared.

The Initial Study, which provides the basis and reasons for this determination, is attached and/or referenced 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

rcaquiatt@ci.lathrop.ca.us

From: AJ Lopez <ajlopez0304@gmail.com>

Sent: Tuesday, August 17, 2021 9:52 PM

To: Ricardo Caguiat <rcaquiatt@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 <rcaquiatt@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

rcaguiat@ci.lathrop.ca.us

From: AJ Lopez <ajlopez0304@gmail.com>

Sent: Monday, August 16, 2021 4:56 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

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 <rcaguiat@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.



Catholic Charities
of the Diocese of Stockton
Help for Today... Hope for Tomorrow

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P: 209-529-3784
P: 209-532-7632

F: 209-444-5933
F: 209-529-6083
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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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.

III. 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

1105 North El Dorado St. Stockton, CA 95202
1506 H St, Modesto, CA 95354
88 Bradford St Sonora, CA 95370

P: 209-444-5900
P: 209-529-3784
P: 209-532-7632

F: 209-444-5933
F: 209-529-6083
F: 209-532-8448

C-1

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 Moss dale 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



Attachment 1 – Gas Facilities

There could be gas transmission pipelines in this area which would be considered critical facilities for PG&E and a high priority subsurface installation under California law. Care must be



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&'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

Jaajit Kang, REHS, Director

Munirappa 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**

F-1

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

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 JCOG, 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: 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 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

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 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.

G-1



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.

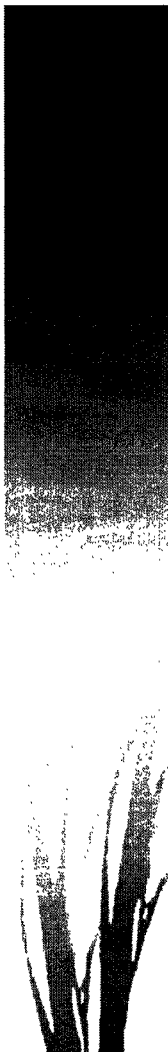
Project Title: Notice of Availability and Intent to Adopt a Mit. Neg. Dec. for Scannell Properties

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.

H-1

Samir Sheikh
Executive Director/Air Pollution Control Officer

Northern Region
4850 Enterprise Way
Modesto, CA 95358-8716
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1900 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6005

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: (661) 392-5500 FAX: (661) 392-5685

www.valleyair.org www.healthyairliving.com

Printed on recycled paper

- 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 (PM2.5) standards. At the state level under California Ambient Air Quality Standards (CAAQS), the District is designated as nonattainment for the 8-hour ozone, PM10, PM2.5 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 (NOx), 10 tons per year of reactive organic gases (ROG), 27 tons per year of oxides of sulfur (SOx), 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 (PM2.5) 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).

H-3

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.

H-4

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.

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.

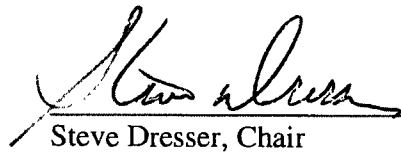
PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a Regular meeting on the 15th day of September 2021 by the following vote:

AYES: Dresser, Ishihara, Gatto, Ralmilay

NOES: None

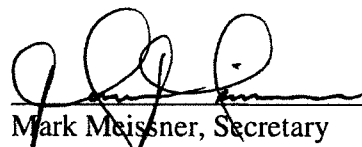
ABSTAIN: None

ABSENT: Rhodes



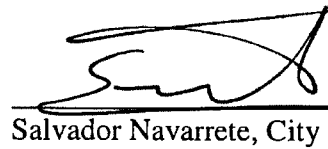
Steve Dresser, Chair

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.

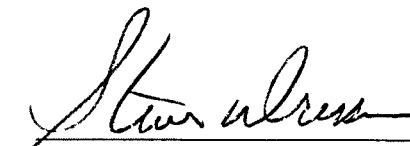
PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a Special Meeting on the 15th day of September 2021 by the following vote:

AYES: Dresser, Ishihara, Gatto, Ralmilay

NOES: None

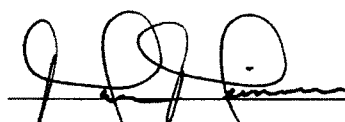
ABSTAIN: None

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.

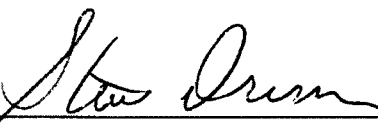
PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a Regular meeting on the 15th day of September 2021 by the following vote:

AYES: Dresser, Ishihara, Gatto, Ralmilay

NOES: None

ABSTAIN: None


ABSENT: Rhodes



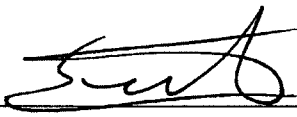
Steve Dresser, Chair

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



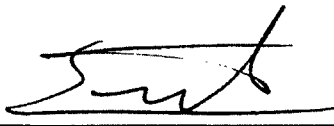
Steve Dresser, Chair

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	18	B	47	D
		PM	17	B	69	E
2. I-5 NB Ramps/Lathrop Rd	Signal	AM	16	B	55	D
		PM	19	B	56	E
3. Lathrop Road/D St	SSSC	AM	1 (15)	A (B)	31 (>1000)	D (F)
		PM	1 (17)	A (C)	426 (>1000)	F (F)
4. SR 99 SB Ramps/Lathrop Rd	Signal	AM	15	B	29	C
		PM	18	B	28	C
5. SR 99 NB Ramps/Lathrop Rd	Signal	AM	12	B	29	C
		PM	12	B	35	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.

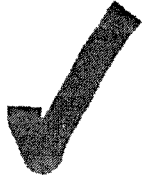
However, a signal is recommended at this intersection due to high delay experienced on the minor streets, need for left turning movements into and out of D Street, and heavy trucks associated with the existing concrete facility and proposed project. It is recommended that the signal be installed with 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.

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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.

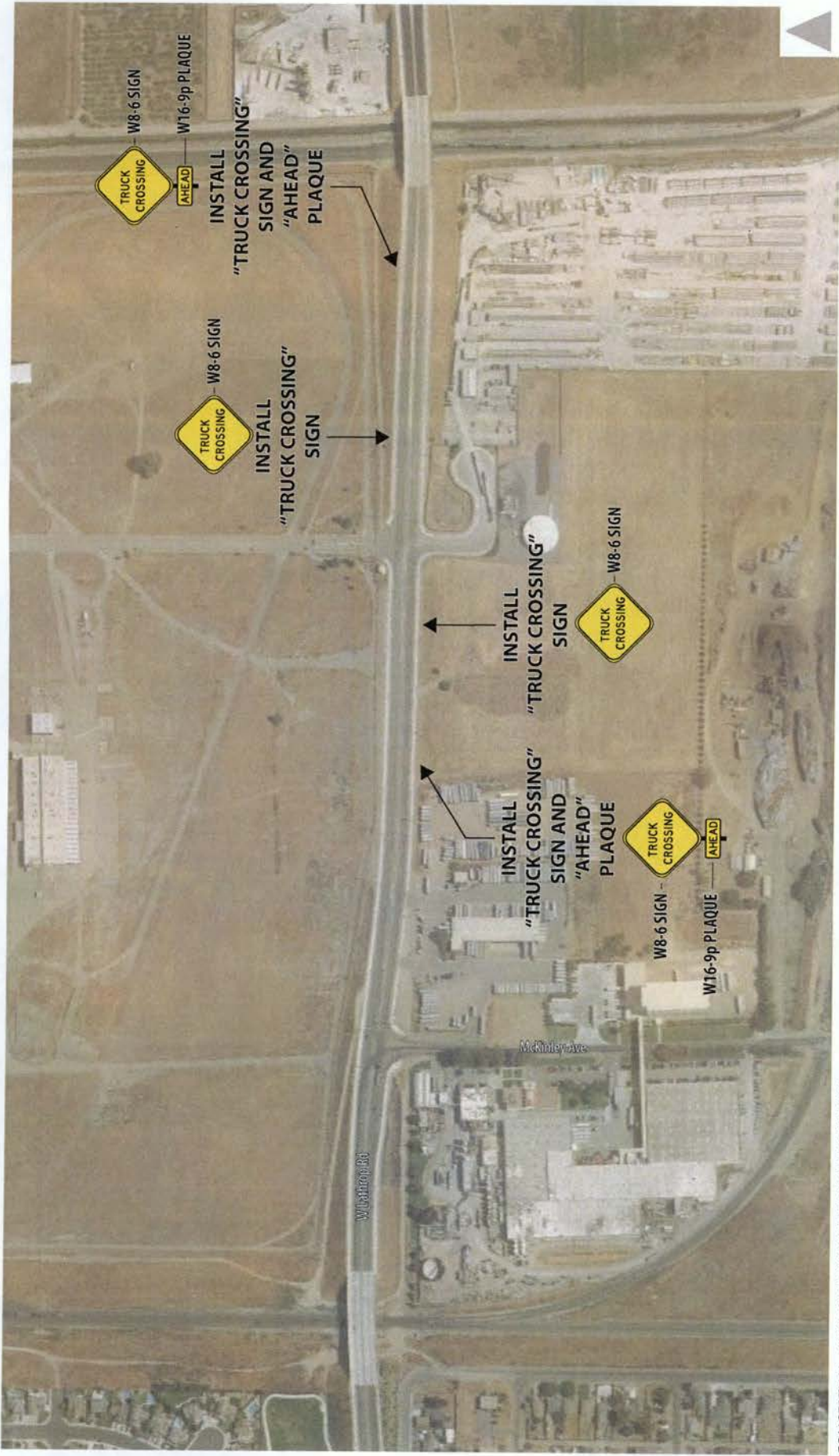
7) Vegetative Barriers and Urban Greening

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



CONCEPTUAL - NOT FOR CONSTRUCTION. ADDITIONAL DETAILED ANALYSIS AND ENGINEERING DESIGN REQUIRED.



Recommended Warning Signs

ITEM: **ADOPT RESOLUTION REQUIRED BY THE CALIFORNIA COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING (POST) TO ESTABLISH THE LATHROP POLICE DEPARTMENT, APPROVE AND RATIFY VARIOUS AGREEMENTS FOR THE LATHROP POLICE DEPARTMENT TRANSITION PROJECT, CREATE A PROPERTY & EVIDENCE TECHNICIAN POSITION AND APPROVE THE AMENDED POSITION CONTROL ROSTER**

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

- 1. Adopt Resolution Establishing the Lathrop Police Department as Required by the California Commission on Peace Officer Standards and Training (POST); and**
- 2. Adopt Resolution Approving Task Order No. 3 with Municipal Resource Group, LLC to Continue to Assist with the Transition to the New City of Lathrop Police Department; and**
- 3. Adopt a Resolution Ratifying an Agreement with Sun Ridge Systems, Inc. to Provide Computer Aided Dispatch and Records Software and Services for Expansion of the Ripon Dispatch Center to Serve the New Lathrop Police Department; and**
- 4. Adopt Resolution Ratifying Agreement with Axon Enterprise, Inc. for Purchase of Body Cameras and Tasers for New Police Department; and**
- 5. Adopt Resolution Ratifying Agreement with Axon Enterprise, Inc. for Purchase of In-Car Video Equipment, Licenses and Storage; and**
- 6. Adopt Resolution Ratifying Agreement with Emergency Vehicle Outfitters (EVO) for the Purchase and Installation of Police Equipment in the New Lathrop Police Department Fleet; and**

- 7. Adopt Resolution Ratifying Agreement with Wave Business Solutions, LLC to Provide Communication for Dispatch Services Between the City of Lathrop Police Department and the Ripon Police Department and to Provide Internet Access at the New Police Department; and**
- 8. Adopt a Resolution Creating a Property & Evidence Technician Position and Approving the Amended Position Control Roster.**

SUMMARY:

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.

Since the approval of the project, Council has approved several actions to move the transition towards completion:

- 1. April 12, 2021**
 - a. Approved Task Order No. 1 with Municipal Resource Group (MRG) for professional consulting services.
- 2. May 10, 2021**
 - a. Approved Task Order No. 1 and No. 2 with CPS HR for Recruitment services.
 - b. Created Police Chief Position
- 3. June 14, 2021**
 - a. Approved Task Order No. 2 with MRG for consulting services related to Police Transition
 - b. Approved purchase of 11 new police vehicles
- 4. July 12, 2021**
 - a. Created Sworn and Non-Sworn Police Department positions
- 5. August 9, 2021**
 - a. Approved intent to amend CalPERS contract to add Public Safety Retirement Formula
- 6. September 13, 2021**
 - a. Introduced New Police Chief

NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING

APPROVE AND RATIFY VARIOUS AGREEMENTS FOR THE LATHROP POLICE DEPARTMENT

- b. Approved purchase of additional 12 new police vehicles
- c. Approved Ordinance Authorizing CalPERs contract amendment

7. October 11, 2021

- a. Approved dispatch services agreement with the City of Ripon

Tonight, staff is requesting Council adopt eight (8) additional resolutions to continue to move the transition to the Lathrop Police Department forward:

1. Resolution formally establishing the Lathrop Police Department (Attachment A)
2. Resolution Approving Task Order No. 3 with Municipal Resource Group, LLC (Attachments B & C) to Continue to Assist with the Transition to the New City of Lathrop Police Department – **Cost \$282,150**
3. Resolution Ratifying Agreement with Sun Ridge Systems, Inc. (Attachments D & E) to Provide Dispatch and Records Management Software and Services for the Ripon Dispatch Center to serve the New Lathrop Police Department – Onetime Equipment and Software – **Cost \$335,316 + Annual Cost \$38,170**
4. Resolution Ratifying Agreement with Axon Enterprise, Inc. (Attachments F & G) for Purchase of Body Cameras and Tasers for New Police Department – **Annual Cost \$120,522**
5. Resolution Ratifying Agreement with Axon Enterprise, Inc. (Attachments H & I) for Purchase of In-Car Video Equipment, Licenses and Storage – **Annual Cost \$54,965**
6. Adopt Resolution Ratifying Agreement with Emergency Vehicle Outfitters (EVO) (Attachments J & K) for the Purchase and Installation of Police Equipment in the New Lathrop Police Department Fleet – **Cost \$492,258**
7. Resolution Ratifying Agreement with Wave Business Solutions, LLC (Attachments L & M) to Provide Communications for Dispatch Services Between the City of the Lathrop Police Department and the Ripon Police Department and to provide Internet Access at the New Police Department – **Annual Cost \$26,700**
8. Resolution Creating a Property & Evidence Technician Position (Attachment N & O) and Approving the addition to the Position Control Roster (Attachment P) Grade 49 – **Salary Range \$62,130-\$75,519 Annually**

All of the proposed actions have been included in the start-up project budget and do not require any additional budget adjustments. The proposed agreements are detailed in Attachments to the staff report. The year-to-date start-up budget is provided on the next page.

CITY MANAGER’S REPORT
NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING
APPROVE AND RATIFY VARIOUS AGREEMENTS FOR THE LATHROP POLICE
DEPARTMENT

Start Up Budget

	Amended Budget	Approved Contracts	Pending Contracts	Spent to date	Budget Remaining
Sworn Salaries	2,342,436			26,603	2,315,833
Non Sworn Salaries	660,932				660,932
Officer Hiring Cost & Equip	966,450	125,000	120,522	5,475	720,928
Recruitment Costs	305,000	305,000		36,570	-
Project Management	757,000	437,850	282,150	248,593	37,000
Existing Vehicle Retrofit	230,000				230,000
Dispatch	1,210,000	415,000	400,200		394,800
Evidence	50,000				50,000
Other Costs	250,000			64,210	185,790
Contingency	388,182				388,182
Start Up Budget Total	7,160,000	1,282,850	802,872	381,451	4,983,465
Vehicles	1,600,000	961,426	547,223		91,351

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 numerous steps that need to be completed before the goal of a July 1, 2022 opening. Over the last several months, the City Council has taken steps to continue to move the project forward. Tonight’s item includes an additional eight (8) items that need approval.

NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING**APPROVE AND RATIFY VARIOUS AGREEMENTS FOR THE LATHROP POLICE DEPARTMENT****Establishing Lathrop Police Department as Required by POST**

The California Commission on Peace Officer Standards and Training (POST) requires all member agencies have a City Council Resolution authorizing the establishment of the police department. The attached Resolution will establish the Lathrop Police Department for purposes of set-up and preparation as of January 1, 2022 and will begin providing law enforcement services to the City of Lathrop commencing on July 1, 2022.

Municipal Resource Group Task Order No.3

The City Council has engaged Municipal Resource Group (MRG) to assist with the creation of the Lathrop Police Department prior to and following its decision to establish the Department. MRG has been providing management consulting services for all aspects of the project including supervising the CPS Recruitments for all positions, development of the services for essential services including dispatch, records management, radio communications, all equipment purchases (vehicles, weapons, etc.) development of policies and protocols and technical and managerial support for the Department's Chief.

As indicated when the most recent MRG Services Agreement was approved by the City Council there were several essential activities, services and departmental functions that required evaluation and recommendations for the City to consider. Key among those areas were dispatch and records, vehicle acquisition and equipping, radio system development and evidence management and storage. The County currently provides all of those services which will be discontinued when the current service contract expires. The City is in the process of developing services and agreements to provide dispatch and records management, vehicles for conversion, evidence management and storage and radio and technical equipment and support.

Addressing these issues have and will continue to consume additional consultant resources to develop and implement. MRG recommended and the City Council approved use of the Ripon Police Department Dispatch facility which represents a major expansion of their services. The agreement with Ripon requires the City to fully fund the acquisition of equipment and software for the implementation as well as the additional personnel to operate the center and all the technical and consulting support associated with that effort. MRG is also furnishing consulting support for development of the evidence and storage system, vehicle acquisition and equipping, and officer equipment acquisition (body cams, tasers, radios, etc.).

MRG has not utilized the full initial allocation for the project but will likely use the remaining amount by December 31. The City requested MRG to develop a proposal to provide the above described services and continue to manage the CPS Recruitment contract and provide Human Resources consulting services. The proposal is attached.

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NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING
APPROVE AND RATIFY VARIOUS AGREEMENTS FOR THE LATHROP POLICE
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Sun Ridge Systems, Inc.

The contract with Sun Ridge Systems, Inc. will provide a subscription to their Computer Aided Dispatch (CAD) and Records Management System (RMS) as well as their 'Police Mobile' services. CAD allows emergency dispatchers to create calls for service and for them to organize, prioritize, track, and report on those calls for service. It is the essential backbone of the 9-1-1 dispatch system. RMS allows for records technicians to report on all activities of the police department and to create official crime reports. Police mobile allows for police officers to access each of these systems from within their patrol cars. These three systems come as a package and are essential to the operation of a modern police department.

Axon Enterprises Inc. – Body Cameras, Tasers & In Car Video

The City has chosen Axon Enterprises, Inc. to provide body cameras, tasers and in car video equipment to the new Police force. The Axon system unifies the operation of body cameras, tasers and in car video and provides storage for all the data gathered from them. The system allows retrieval and use that complies with all legal requirements and is easily retrievable by all authorized personnel. The City will purchase the equipment, which will be maintained by Axon and will be replaced when necessary avoiding the need for highly technical staff support and assuring the equipment remains functional and evidence produced will be legally viable. Axon also provides training and support for all their products leased by the City.

Emergency Vehicle Outfitters (EVO)

On June 14, 2021 Council approved the purchase of eleven (11) Police vehicles that will establish the fleet for the new Police Department, an additional twelve (12) new Police vehicles were approved on September 13, 2021. Upfitting these vehicles is the next step in preparing them for service. This process includes installing emergency lights, partitions and all other modern auxiliary equipment needed for the patrol vehicle to enhance officer safety and productivity. Quotes were solicited and Emergency Vehicle Outfitters of Elk Grove, CA was the lowest, responsive and responsible quote received.

Wave Business Solutions, LLC

Wave Business Solutions, LLC will provide a private and secure communication circuit between the Lathrop Police Department and the Ripon Police Department Dispatch Center. This connection will transmit data using the Computer Aided Dispatch Software and will allow dispatchers to communicate with officer.

In addition, the contract will provide an internet circuit at the Lathrop Police Building.

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APPROVE AND RATIFY VARIOUS AGREEMENTS FOR THE LATHROP POLICE
DEPARTMENT

This connection is necessary to support Dispatch services and required to meet the security compliance of the California Law Enforcement Telecommunication System (CLETS).

Property & Evidence Technician

A new position is needed to coordinate the property and evidence collection, storage and oversight of all property and evidence that is collected by the Lathrop Police Department (LPD). This function has been and will continue to be performed by the San Joaquin County Sheriff's personnel through June 30, 2022. After this date the Lathrop Police Department will become responsible for any property and evidence collected by Lathrop Police staff.

As the operational planning continues for Lathrop Police Department, various options were considered for property and evidence storage beginning July 1, 2022. Originally the Lathrop Police facility was designed as a Sheriff substation and did not include a full property & evidence storage room. Lathrop has discussed this function with the Ripon Police Department and an agreement is in process for Lathrop Police Department to store all property and evidence at the Ripon Evidence Room. We are evaluating the options for the Lathrop Police Department to develop its own evidence storage area at the LPD Facility.

It is important for LPD to employ its own Property & Evidence Technician even though the physical items will be stored at Ripon PD at the outset. This Technician position will be responsible for transporting all property and evidence collected by sworn officers from LPD to the Ripon evidence facility in accordance with legal standards to protect chain of custody. When evidence is needed for court proceedings this position will ensure it is delivered and returned to storage under all protocols.

The proposed job description for the Property & Evidence Technician position is attached. It is recommended to place this position in Grade 49 of the City's Grade Step table. As with the salary placement for other LPD positions, a compensation survey was conducted to evaluate the external market. Based on that data, and consideration of internal factors, placement at Grade 49 is recommended.

Once this classification is adopted by the City Council, a recruitment plan will be prepared to ensure this position is filled prior to the July 1, 2022 LPD opening.

REASON FOR RECOMMENDATION:

Approval of these items will continue the process of implementing the City Council's directive to establish the Lathrop Police Department.

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NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING
APPROVE AND RATIFY VARIOUS AGREEMENTS FOR THE LATHROP POLICE
DEPARTMENT

FISCAL IMPACT:

All of the proposed actions have been included in the start-up project budget and do not require any additional budget adjustments. See table below for agreement summary:

Vendor	One Time Cost	Annual Cost	Contract Term
Municipal Resource Group	\$282,150		
Sun Ridge Systems, Inc	\$335,316	\$38,170	1 Year
Axon Enterprises, Inc Body Cameras & TASERS		\$120,522	5 Years
Axon Enterprises, Inc In-Car Video		\$54,965	5 Years
Emergency Vehicle Outfitters	\$492,258		
WAVE Business Solutions		\$26,700	3 Years

ATTACHMENTS:

- A. Resolution Establishing the Lathrop Police Department as Required by the California Commission on Peace Officer Standards and Training (POST); and
- B. Resolution Approving Task Order No. 3 with Municipal Resource Group, LLC to Continue to Assist with the Transition to the New City of Lathrop Police Department
- C. Task Order No. 3 Municipal Resource Group
- D. Resolution Ratifying an Agreement with Sun Ridge Systems, Inc. to Provide Computer Aided Dispatch and Records Software and Services for Expansion of the Ripon Dispatch Center to Serve the New Lathrop Police Department
- E. Agreement Sun Ridge Systems, Inc.
- F. Resolution Ratifying Agreement with Axon Enterprise, Inc. for Purchase of Body Cameras and Tasers for New Police Department
- G. Agreement Axon Enterprises, Inc. – Body Cameras and Tasers
- H. Resolution Ratifying Agreement with Axon Enterprise, Inc. for Purchase of In-Car Video Equipment, Licenses and Storage
- I. Agreement Axon Enterprises, Inc. – In-Car Video
- J. Resolution Ratifying Agreement with Emergency Vehicle Outfitters (EVO) for the Purchase and Installation of Police Equipment in the New Lathrop Police Department Fleet
- K. Agreement Emergency Vehicle Outfitters
- L. Resolution Ratifying Agreement with Wave Business Solutions, LLC to Provide Communications for Dispatch Services Between the City of Lathrop Police Department and the Ripon Police Department and provide Internet Access at the New Police Department
- M. Agreement Wave Business Solutions, LLC
- N. Resolution Creating a Property & Evidence Technician Position and Approving the Amended Position Control Roster
- O. Property & Evidence Technician Job Description
- P. Amended Position Control Roster
- Q. Amended Grade Step Table 11/08/2021

CITY MANAGER'S REPORT
NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING
APPROVE AND RATIFY VARIOUS AGREEMENTS FOR THE LATHROP POLICE
DEPARTMENT

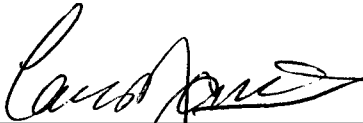
APPROVALS:



Thomas Hedegard
Deputy Finance Director

11/1/2021

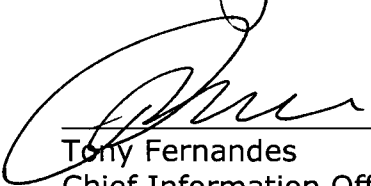
Date



Cari James
Director of Finance

11/1/2021

Date



Tony Fernandes
Chief Information Officer

11-2-2021

Date



Raymond Bechler
Chief of Police

11-3-2021

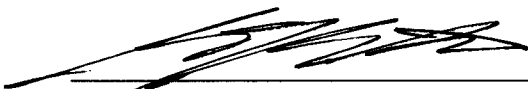
Date



Salvador Navarrete
City Attorney

11-2-2021

Date



Stephen J Salvatore
City Manager

11.3.21

Date

RESOLUTION NO. 21-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
ESTABLISHING THE LATHROP POLICE DEPARTMENT AS REQUIRED BY THE
CALIFORNIA COMMISSION ON PEACE OFFICER STANDARDS AND
TRAINING (POST)**

WHEREAS, the City of Lathrop has contracted for police services with the San Joaquin County Sheriff's Office (SJCSCO) since 1990. Most recently, Lathrop executed a five-year contract with the SJCSCO on April 17, 2017 that expires on June 30, 2022; and

WHEREAS, as part of a comprehensive and ongoing review of the delivery of services, and to remedy the systematic inability of the City to control the costs of public safety services provided through its existing contract with the SJCSCO, the City began examining alternative service delivery models for police services; and

WHEREAS, at the March 22, 2021, Special City Council Meeting, Council authorized Resolution 21-4852 approving the creation of 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 current contract with SJCSCO expires on June 30, 2022; and

WHEREAS, it is anticipated that the City will commence providing its own law enforcement services on July 1, 2022; and

WHEREAS, to render the Lathrop Police Department operational by July 1, 2022, it is necessary and appropriate to declare the establishment of the Lathrop Police Department effective as of January 1, 2022, and to grant peace officer authority as outlined in California Penal Code Section 830.1.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby approve the following:

1. The City Council directs and authorizes the establishment of the Lathrop Police Department effective January 1, 2022 in accordance with all requirements necessary for certification as a Member Agency with the California Commission on Peace Officer Standards and Training; provided, however, that the San Joaquin County Sheriff's Office shall remain the provider of law enforcement services to the City of Lathrop thru June 30, 2022, with the Lathrop Police Department established for purposes of set-up and preparation to begin providing law enforcement services to the City of Lathrop commencing on July 1, 2022; and
2. The City Council directs that all duly appointed sworn peace officers of the Lathrop Police Department be granted peace officer authority as outline in California Penal Code Section 830.1.

The foregoing resolution was passed and adopted this 8th day of November, 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

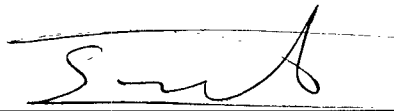
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

RESOLUTION NO. 21-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING TASK ORDER NO.3 WITH MUNICIPAL RESOURCE GROUP, LLC,
TO CONTINUE TO ASSIST WITH THE TRANSITION TO THE NEW CITY OF
LATHROP POLICE DEPARTMENT**

WHEREAS, Municipal Resource Group, LLC (MRG), has assisted the City in various departments for special projects over the past several years; and

WHEREAS, the City of Lathrop has contracted police services with the San Joaquin County Sheriff's Office (SJCSO) since 1990; and

WHEREAS, most recently, Lathrop executed a five-year contract with SJCSO on April 17, 2017, that expires on June 30, 2022; and

WHEREAS, in recent years, the cost of the SJCSO police services contract has increased annually with the current year's budget rising to over \$9 million for 28 sworn officers. The cost increases are mainly due to the unusually high pension cost paid for each officer and the ever-increasing startup costs; and

WHEREAS, during 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 service from the San Joaquin County Sheriff to the City; and

WHEREAS, at the April 12, 2021 and June 14, 2021 Regular City Council Meetings, Council approved a Master Consulting Services Agreement, Task Order No. 1 and Task Order No. 2 with MRG to begin development of a service program and transition plan to provide law enforcement services to the City of Lathrop; and

WHEREAS, staff is requesting Council approval of Task Order No 3. in the amount of \$282,150 with MRG, for continued assistance with the transition to the New City of Lathrop Police Department.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby approve Task Order No. 3 with Municipal Resource Group, LLC, to continue to assist the City of Lathrop in development of the Lathrop Police Department.

The foregoing resolution was passed and adopted this 8th day of November, 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
TASK ORDER NO 3 PURSUANT TO
MASTER AGREEMENT FOR CONSULTING SERVICES
DATED APRIL 12, 2021**

**MUNICIPAL RESOURCE GROUP, LLC – ASSIST THE CITY DEVELOP
A CITY LAW ENFORCEMENT DEPARTMENT, CIP GG 21-11**

THIS TASK ORDER, dated for convenience this 8th day of November 2021, is by and made and entered into by and between Municipal Resource Group, LLC (“CONSULTANT”) and the CITY OF LATHROP, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, on April 12, 2021, CONSULTANT entered into a Master Agreement (“AGREEMENT”) with the CITY, by which the CONSULTANT has agreed to provide professional consulting services to assist the City of Lathrop in developing and establishing their own law enforcement department.

WHEREAS, on April 12, 2021, the City Council approved Task Order No. 1, by which the CONSULTANT agreed to perform and develop specialized services related to updating initial data and preparing detailed implementation plan.

WHEREAS, on June 14, 2021, the City Council approved Task Order No. 2, by which the CONSULTANT agreed to perform and develop specialized services related to the project.

WHEREAS, at the request of CITY, CONSULTANT submitted the scope of work and fee estimate to perform specialized services related to assisting the CITY develop its own City Law Enforcement Department, detailed cope, and said fee estimate is attached hereto as Exhibit “A” and incorporated herein by reference.

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

AGREEMENT

(1) **Incorporation Of Master Agreement**

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

(2) **Scope of Service**

CONSULTANT agrees to perform duties related to assisting the CITY develop its own Law Enforcement Department in accordance with the scope of work and fee proposal provided in Exhibit “A”. CONSULTANT

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
TASK ORDER NO. 3 - MUNICIPAL RESOURCE GROUP, LLC

agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY'S satisfaction.

Time of Performance

CONSULTANT shall commence performance and shall complete all required services by this Task Order, no later June 30, 2023.

(3) **Compensation**

CITY hereby agrees to pay CONSULTANT a sum not to exceed \$282,150 for time and material, to perform duties related to assisting the CITY develop its own Law Enforcement Department as set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 of the Master Agreement. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work.

(4) **Notice to Proceed**

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

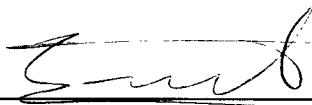
(6) **Signatures**

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

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
TASK ORDER NO. 3 - MUNICIPAL RESOURCE GROUP, LLC**

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

11-3-2021

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Attest:

Teresa Vargas
Government Services Director - City Clerk

Date

CONSULTANT:

Municipal Resource Group, LLC
Michael Oliver, President
675 Hartz Ave., Suite 300, Danville, CA 94526
Fed ID # _____
Business License # _____

Signed

Date

(Print Name and Title)



City of Lathrop

Proposal to Assist the City of Lathrop

Develop a City Police Department

Task Order #3



October 29, 2021

**Municipal Resource Group, LLC
P.O. Box 561
Wilton, CA 94526**

ATTACHMENT " C "

EXHIBIT " A "



PROPOSAL TO ASSIST THE CITY OF LATHROP DEVELOP A CITY LAW ENFORCEMENT DEPARTMENT

MUNICIPAL RESOURCE GROUP, LLC

INTRODUCTION

The City of Lathrop engaged Municipal Resource Group to assist in establishing its own in-house Police Department. MRG has been assisting the City in this endeavor since the City Council approved establishment of an independent Law Enforcement Agency. MRG has been managing the creation of the new Police Department for the past six months. The City has also engaged CPS to conduct the recruitment process for all sworn personnel, support non-sworn personnel, associated human resources, technical and financial support staff required for the new department. MRG also manages that program which is anticipated to recruit and fill new positions in the Police and other City Departments.

This proposal is designed to address several additional activities that were not anticipated in the current engagement. Most significantly, the original proposal anticipated the County continuing to provide dispatch and evidence services to the City on the same basis (cost) as it currently does. Unfortunately, the County is shifting to a new CAD/RMS/Dispatch system that will not accommodate the City. In addition, the County evidence storage services will be discontinued when the contract for services expires on July 1, 2022.

An additional logistical complication involves the transfer of patrol and administrative vehicles from the County to the City. It had been anticipated that the County would allow the City to make modifications to the vehicles in advance of the expiration of the contract—which will not be the case. To address this issue, the City is acquiring all new vehicles for the Department and will be required to equip them for full front-line service. The County will not transfer the normal officer equipment to the City—requiring the City to provide the full array of officer equipment including weapons, body cameras, hand held radios, etc.

In response to these significant changes in service, the City has moved to seek alternatives to the current Dispatch/CAD/RMS services and determined that it will partner with the City of Ripon for the services. This partnership has required and will continue to require through June, substantial and complex engagement by the MRG consultants and City staff. The full costs of organizing, planning, equipment and computer system acquisition, implementation and training are being borne by the City. Although the City is responsible for the full costs of expanding the Ripon Dispatch



Center, the City will be guaranteed a stable platform providing dispatch and records management services for a 10 year period.

MRG's engagement provides for assisting City staff to manage the activities required to develop an independent stand-alone City of Lathrop Police Department; establishing the technical and physical, facilities and infrastructure to complete the transition from the current County enforcement services to an autonomous in-house activity. The transition from a contract to in-house law enforcement activity is a complex, time consuming activity requiring a broad array of professional disciplines. This proposal is staffed with professionals who have extensive experience in:

- Law enforcement management, operations, training, and force development.
- Transitioning law enforcement functions from contract to in-house service.
- Acquiring and implementing the technical resources to launch a new police department.
- Developing and implementing complex computer aided dispatch systems, police records and evidence management.
- Acquiring the requisite vehicles and equipment for the new department.
- Contracting for support activities (dispatch, vehicle maintenance and evidence storage and management) required in the new Department.
- Developing and managing human resources programs and activities to support the significant requirements of an in-house sworn staff, complex State and Federal compliance requirements, union negotiations and employee recruitment and retention.
- Supporting the City's public information and community engagement necessary to ensure the new Department reflects the values of both elected officials and the community.
- Developing budget and financial management tools to ensure the accurate estimates of transition costs and first year operating costs.
- Establishing and managing of new organizations including law enforcement departments and new cities.

PROPOSAL ACTIVITIES (Not Sequential)

Task A: Organizational Definition, Design, Implementation and Training

- Based on comparable agencies and State standards recommend an appropriate staffing plan for the Department including sworn, non-sworn and support staff;
- Develop and manage establishment of an organization that conforms with State and Federal guidelines, complies with all applicable laws, regulations, norms and standards;
- Develop staffing designations to include all required activities for a stand-alone Department;
- Identify and recommend Departmental operations standards and requirements;



- Assist in development of community-oriented policing policies, standards, and norms for the Department;
- Work with regulatory agencies including the Department of Justice and Commission on Police Officers Standards and Training requirements;
- Assess the technical and facilities requirements for the Department facility;
- Identify and support acquisition of the requisite equipment, vehicles, communication and computer systems and services to serve the new Department.
- As staff are hired, design and/or assist in developing training programs for various classifications, assignments and activities;
- Provide organizational development tools and conduct ongoing ‘new department’ training to assure a unified and community-oriented force will serve the City of Lathrop.

Task B: Ensuring Staffing Requirements are Met & Competent Personnel are Hired

- Manage the CPS contract and coordinate all recruitments with City staff;
- Ensure City ordinances and personnel rules governing recruitments are met;
- Assist City in establishing appropriate and competitive compensation rates to attract highly competent personnel;
- Coordinate all required background checks, physical, and psychological (sworn) exams of selected candidates;
- Coordinate the examination, interview, and selection process to assure compliance with City, State and Federal guidelines and legal requirements;
- Assist the newly hired Human Resources Director and staff in developing appropriate personnel rules and practices to comply with applicable laws and standards for a police department.
- Assist City staff develop a process for engaging in labor relations that complies with the Meyers-Milias-Brown Act.

Task C: Conduct Public Information and Community Engagement Activities

- Coordinate with City staff to develop and distribute ongoing public information for the new Department including the Departmental purpose, goals and objectives, opportunities for community involvement and input.
- Utilize public engagement resources such as the City’s Facebook account; website homepage and official City communications with the community.
- Support City staff in the development of monthly updates for distribution to the community chronicling the status of the development of the new Department including feature stories of new employees and their contributions to the agency.
- Coordinate information sharing opportunities with news agencies and other distribution channels including Nextdoor.
- Assist in designing a public engagement program for the new Department staff to meet community members, coordinate with community leadership (schools, businesses), and build a strong communication channel between the community and its new police department.



Task D: Dispatch Service Design, Acquisition and Implementation

- This is an additional task for MRG, the initial service analysis and recommendations have been completed and the City is now in contract with Ripon for Dispatch services. The City has requested MRG to:
- Manage the design, acquisition and installation of additional hardware, computer software and systems to the Ripon Dispatch Center
- Participate in designing, acquiring and installing necessary communications equipment and service providers for an alternative link between the City of Ripon Dispatch Center and the Lathrop Police Department Building
- Assist in the recruitment and training of the additional dispatch and records personnel for the Ripon Dispatch Center

Task E: Project Coordination, Budget Development and Financial Management

- Prepare for and conduct regular updates and briefings with City staff.
- Prepare for and participate in City Council law enforcement subcommittee meetings
- Prepare for and participate in City Council meetings.
- Develop and update project budget estimates including start-up (20/2021) and initial year operating budget to assist City staff.
- Coordinate interagency communications and cooperative activities.

**City of Lathrop Law Enforcement Project
Consultant Activities**

<p>Key Human Resources Manager- Marcie Scott & Assistant Kim Catacutan</p> <ul style="list-style-type: none"> • Engage & manage CPS recruitment program • Coordinate with City Staff • Updates for PM 	<p>Project Manager (PM) Merle Switzer</p> <ul style="list-style-type: none"> • Weekly Team Updates, Assignments, Agendas, followup • Coordination with City staff • Big picture and detail project & management • Coordinate sub consultant proposals/agreements • Manage Sheriff relations • Council & Staff Updates 	<p>MRG Project Coordination Mike Oliver/Craig Whittom</p> <ul style="list-style-type: none"> • Council/City Manager Relations • Budget Development & Support • Project Manager Coordination
<p>Law Enforcement Consultants Dan Drummond & Chris Thorsen</p> <ul style="list-style-type: none"> • Provide detailed PD design and staffing input • Manage Police facility development • Equipment acquisition • Mentor Police Chief/Staff • Assist with senior sworn staff recruitment • New Department assistance <p><small>06 01 2021 MO</small></p>	<p>Dispatch Manager Mike McDougall & Dennis Kidd</p> <ul style="list-style-type: none"> • Design & Development of Dispatch Services: outsourced or in-house. Technical advisory services and project management; • Updates for the Project Manager 	<p>Public Information & Community Engagement Isaac Gonzalez</p> <ul style="list-style-type: none"> • Develop Law Enforcement information for: • The City's Homepage • Facebook account • Official public accounts • Monthly community updates • Public input & engagement.



PROPOSED STAFFING FOR THIS PROJECT

1. Firm Capabilities, Project Team Qualifications and Summary of Experience

Municipal Resource Group (MRG) has assembled a qualified team specifically chosen for their experience and expertise in the areas of concern to the City of Lathrop including law enforcement, human resources, and organizational management. Our team includes MRG professionals: Mike Oliver, Dan Drummond, Craig Whittom, Marcie Scott, Kim Catacutan; Merle Switzer, Mike McDougall, Dennis Kidd, Chris Hill and Chris Thorsen. MRG has engaged DIYSL Consulting a public information firm headquartered in Sacramento to conduct the public outreach activities associated with the project.

2. Project Staff Background

Mike Oliver - President, Municipal Resource Group

Mike Oliver has thirty years of public agency management and private sector experience. He has served as the City Manager of the Cities of Oakley, Citrus Heights, and San Leandro, with over 20 years of public management experience. He was the first City Manager of Citrus Heights and Oakley and established their first Law Enforcement Services Departments through contracts with Sacramento and Contra Costa County. He also has extensive experience in City-County law enforcement consolidation studies, cost reduction and City-City police consolidations.

Craig Whittom—Consultant, Finance, Budget Development and Organizational Management

Craig Whittom has over 25 years of public sector experience in a variety of management positions. He has four years MRG consulting experience supporting a variety of public agencies. He served as a Community Development Director, and Assistant City Manager for the City of Vallejo and Redevelopment Agency Director for the City of Fremont. Craig was the key negotiator for the City of Vallejo with the Police, Fire and Non-sworn units. Craig participated in a previous law enforcement project for the City of Lathrop.

Merle Switzer—Consultant, Law Enforcement

Merle Switzer has over 27 years of experience in law enforcement having served in a variety of leadership positions in the Sacramento County Sheriff's Department. His assignments included researching, designing, and implementing community policing for the Sacramento County Sheriff's Office; researching designing and implementing contract law enforcement services and contracts used by the County for the cities of Citrus Heights, Rancho Cordova, and Elk Grove. After leaving the Sheriff's Office Merle founded *Switzer Associates Leadership Solutions* where he and his associates provided leadership and organizational development programs for the public and private sector for 16+ years. His engagements included the California Commission on Peace Officer Standards and Training and other state agencies, and dozens of police departments throughout the state. Merle has drafted extensive documents on police



recruitment, and also designed and implemented an inter-jurisdictional law enforcement recruitment program involving fifteen agencies.

Dan Drummond—Consultant, Law Enforcement

Dan Drummond has over 30 years experience in law enforcement having served as police chief for two cities—Citrus Heights and West Sacramento and was with the Sacramento County Sheriff's Department for over 27 years. Dan began his career with the Sacramento Sheriff's Department and pioneered the Department's contract for service program with the City of Citrus Heights. Dan was appointed as their first Chief of Police for three years before he was promoted to the position of Chief Deputy for the entire Sheriff's Department. In that role, he was responsible for all law enforcement activities including negotiating contracts for service with Elk Grove and Rancho Cordova, patrol, investigations, and the County jail. In his most recent municipal position, Dan has served as the Police Chief for the City of West Sacramento for nine years.

Chris Thorsen—Consultant, Law Enforcement

Chris Thorsen has over 25 years of law enforcement experience. He served as an officer in the Contra Costa County Sheriff's office for 20 years rising to the rank of Captain. During that tenure he served in a variety of leadership roles including Training Manager for the Department and contract Chief for the City of Oakley. Following retirement from the County, Chris served as the Police Chief for the City of Clayton. Chris was hired in 2015 to lead the development of the Oakley Police Department which was founded in 2016.

Marcie Scott—Consultant, Human Resources

Marcie Scott has provided personnel management services and guidance to all levels of staff in full-service California cities and special districts for 20 years. Her key appointments include serving as Director of Human Resources at the City of Manhattan Beach for 6 years, Manager of Employee/Labor Relations in the City of Palo Alto for 4 years as well as Human Resources Manager at Metropolitan Water District of Southern California for 6 years. Marcie has served in a wide variety of human resources consulting roles for cities, special districts, and public safety organizations.

Kim Catacutan—Consultant Human Resources

Kim Catacutan is a human resources consultant who specializes in recruitment, selection, classification, and compensation. In addition to her experience at MRG, she worked for the City of Sacramento, UC Davis, and CPS HR Consulting, where she provided consulting services for a variety of cities, counties, states, utilities, and special districts. She also has extensive experience in due diligence and social media background screening. Kim holds a Master of Arts in Industrial and Organizational Psychology from California State University, Sacramento; a Bachelor of Science in Applied Developmental Psychology from California Polytechnic State University, San Luis Obispo; and an FCRA certification from the Professional Background Screening Association.



Mike McDougall—Consultant, Dispatch Facilities and Operations

Mr. McDougall served as the Director of Public Safety Communications for the County of San Mateo where he successfully managed and implemented various organizational and performance improvement projects through stakeholder and employee engagement. Mr. McDougall was subsequently recruited by the County of Santa Cruz and the cities within to become the founding General Manager and Chief Executive Officer for Santa Cruz Regional 9-1-1 Joint Powers Authority (JPA). Under Mr. McDougall’s leadership, a new independent local government agency was created, and a regional public safety facility was designed, constructed, financed, equipped, and implemented to serve two Counties, several cities, and other public safety agencies in the region.

Dennis Kidd—Consultant, Dispatch Facilities and Operations

Dennis Kidd has 25 years of public sector experience in the areas of public safety dispatch, records management, and inter-agency coordination. He has also served as a consultant in these areas for the firm of Belcher, Ehle, Medina and Associates. Dennis began his career as a fire dispatcher in the Huntington Beach Fire Department and advanced to the lead Dispatcher, Support Services Division Manager, Assistant General Manager and General Manager (2012-2021) for the Santa Cruz Regional 9-1-1 Center. Dennis has extensive experience in designing, acquiring, and installing dispatch and records software and equipment and staffing a complex award-winning multi-jurisdictional agency.

Isacc Gonzalez

Isaac is the owner and operator of DIYSL Consulting. During the past nine years Isaac has managed campaigns for dozens of clients in the Northern California region to help them achieve their desired results. For eight years, Isaac was retained by The California Endowment to help manage communications for its Building Healthy Communities project in Sacramento. During that time, Gonzalez built an extensive network of relationships with nonprofit organizations, business groups, and local leaders. Gonzalez has also managed larger-scale campaigns for Runyon Saltzman, Inc., City of Sacramento Councilmember Jeff Harris, Sacramento City Unified School District Board Trustee Leticia Garcia, NeighborWorks Sacramento, the National Alliance on Mental Illness - Sacramento, American River Flood Control District Trustee Brian Holloway, and many more.

PROJECT COST

Task Order #2 will provide adequate funding for MRG’s consulting services through December 2021. For the period January 1, 2022 through June 30, 2022 MRG service costs are estimated to be \$282,150.



Our estimated costs for these activities are:

Task A: Organizational Implementation and Training

Estimated cost: \$118,500.

Task B: Ensuring Staffing Requirements are Met & Competent Personnel are Hired

Estimated cost: \$ 44,750

Task C: Conduct Public Information and Community Engagement Activities

Estimated cost: \$ 21,000

Task D: Dispatch, Communications, Software & Training Management

Estimated cost: \$ 73,500

Task E: Project Coordination, Budget Development and Financial Management

Estimated Cost: \$ 24,400

Total Estimated Cost: \$282,150

Hourly & Mileage Rates

Hourly Rates:

Merle Switzer	\$265.00/hour
Mike Oliver	\$250.00/ hour
Isaac Gonzalez	\$225.00/hour
Dan Drummond	\$200.00/hour
Craig Whittom	\$200.00/hour
Chris Thorsen	\$200.00/hour
Marcie Scott	\$200.00/hour
Kim Catacutan	\$200.00/hour
Mike McDougall	\$200.00/hour
Dennis Kidd	\$200.00/hour

Mileage Reimbursement: \$.56 per mile

Based on this Proposal and Workplan the proposed budget is \$282,150.

CONCLUSION

Municipal Resource Group appreciates the opportunity to assist the City of Lathrop with this important Project and we look forward to the opportunity to discuss this Proposal with City staff.

Mike Oliver, President
Municipal Resource Group, LLC

RESOLUTION NO. 21-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
RATIFYING AN AGREEMENT WITH SUN RIDGE SYSTEMS, INC. TO PROVIDE
COMPUTER AIDED DISPATCH AND RECORDS SOFTWARE AND SERVICES
FOR EXPANSION OF THE RIPON DISPATCH CENTER TO SERVE THE NEW
LATHROP POLICE DEPARTMENT**

WHEREAS, on October 11, 2021 Council approved a dispatch services agreement with the City of Ripon; and

WHEREAS, the contract was signed referencing Lathrop Municipal Code (LMC) Section 2.36.080 Purchasing System: Emergency Procedures. The purchasing procedures may be eliminated for the following reasons as determined by the Department Head: "2. To efficiently and timely maintain essential public services". Dispatch services was determined to be an essential public service and due to the timeliness surrounding the new Police Department the contract was signed and is being brought forth for ratification at the proceeding City Council meeting on November 11, 2021; and

WHEREAS, the contract with Sun Ridge Systems, Inc. will provide a subscription to their Computer Aided Dispatch (CAD) and Records Management System (RMS) as well as their 'Police Mobile' services; and

WHEREAS, CAD allows emergency dispatchers to create calls for service and for them to organize, prioritize, track, and report on those calls for service; and

WHEREAS, it is the essential backbone of the 9-1-1 dispatch system. RMS allows for records technicians to report on all activities of the police department and to create official crime reports; and

WHEREAS, police mobile allows for police officers to access each of these systems from within their patrol cars. These three systems come as a package and are essential to the operation of a modern police department.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby ratify the Agreement with Sun Ridge Systems, Inc. to Provide Computer Aided Dispatch and Records Software and Services for the Expansion of the Ripon Dispatch Center to Serve the New Lathrop Police Department.

The foregoing resolution was passed and adopted this 8th day of November, 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

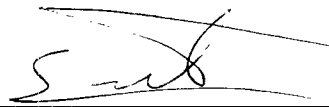
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

**SUN RIDGE SYSTEMS, INC.
SOFTWARE AND SERVICES AGREEMENT**

This Software and Services Agreement ("Agreement") is executed in duplicate as of 11/1, 2021, between Sun Ridge Systems, Inc., a California corporation ("Sun Ridge"), and the City of Lathrop, a Municipal Corporation incorporated in the State of California ("the City") with City Hall located at 390 Towne Centre Drive, Lathrop, CA 95330.

Section 1. Agreement. That for and in consideration of payments and agreements hereinafter mentioned to be made and performed by the City, and under the conditions set forth in this Agreement, Sun Ridge agrees to provide computer software ("Software") and services ("Services") to the City as described in Exhibit A, Scope of Work, attached hereto and incorporated herein. The Software support and maintenance services to be provided by Sun Ridge as part of the Services are more specifically described in Exhibit C, attached hereto and incorporated herein ("Software Support Services Agreement").

Section 2. City Project Manager. Sun Ridge shall work under the general direction of City of Lathrop Chief Information Officer Tony Fernandes in fulfilling this Agreement.

Section 3. Scope of Work. The project that is the subject of this Agreement shall consist of the delivery by Sun Ridge to the City of the Software and Services (the "Project") described in Exhibit A.

Section 4. Payment Schedule. In consideration for the Software and Services to be provided by Sun Ridge under this Agreement, the City agrees to pay Sun Ridge the Total Contract Amount ("Contract Amount") given in Exhibit B according to the following schedule ("Payment Schedule"):

<u>Milestone</u>	<u>Amount of Payment</u>
Contract Signing	25% of Contract Amount
Software Installation Complete	25% of Contract Amount
Training Complete	25% of Contract Amount
Final Acceptance	25% of Contract Amount

The City shall not be entitled to withhold or delay payments due to Sun Ridge pursuant to the above Payment Schedule due to delay in the delivery, installation, or testing of Software items described in Exhibit A where the delay is the result of action or inaction or breach of this Agreement by the City, its agents or employees or the action or inaction of a third party which is not within Sun Ridge's reasonable control.

Section 5. Invoices. Invoices shall be sent to:

City of Lathrop
Attn: Information Technology Department
390 Towne Centre Drive
Lathrop, CA 95330

Upon receipt of the invoice, the City shall verify that the invoice has been properly prepared and that the conditions of payment have been fulfilled. If the payment conditions have been fulfilled, the invoice shall be processed and paid by the City within thirty (30) days after the City's receipt thereof.

ATTACHMENT # E

Section 6. Term of Agreement. Unless terminated earlier in accordance with the provisions of this Agreement or applicable law, the term of this Agreement (“Term”) shall be from the date shown on the first page of this Agreement through completion of the Project. Completion of the Project means the installation by Sun Ridge of all of the Software, the completion by Sun Ridge of all training and other Services and the payment by the City to Sun Ridge of the entire Contract Amount. The Project schedule is to be separately generated and agreed to between the parties. Notwithstanding the foregoing, the License described in Section 9 below will remain in effect until it is terminated pursuant to Section 9.

Section 7. Warranty/Disclaimer of Liability.

a. Sun Ridge warrants that upon delivery the Software substantially conforms to its Documentation and is free from defects that will materially impair its use. The City’s sole and exclusive remedy for breach of this warranty will be repair or replacement of the Software. Sun Ridge will make reasonable efforts to correct errors in the Software, but does not warrant that the Software is error-free or will perform without interruption. The City has relied solely upon its own investigation and judgment in selecting the Software and not upon any representations or promises of Sun Ridge except as may be expressly stated in this Agreement.

b. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES PERTAINING TO THE SOFTWARE, EXPRESS OR IMPLIED, AND SUN RIDGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR LOST BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF THE QUALITY, CONDITION OR USE OF THE SOFTWARE OR ANY OTHER PART OF THE PRODUCT. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR ANY AMOUNT WHICH EXCEEDS THE AMOUNT PAID BY THE CITY FOR THE PRODUCT.

Section 8. Final Acceptance. For thirty (30) days from the beginning of the City’s Operational Use of the Software or forty (40) days after the completion of installation and training by Sun Ridge, whichever comes first (the “Initial Test Period”), the City shall test the system for defects and anomalies. “Operational Use” is defined as the City’s use of the Sun Ridge Software in the course of the City’s daily business activities. The City shall accept or reject the Software as follows:

a. During the Initial Test Period, the City shall assess the performance of the Software. If, at the end of the Initial Test Period, the City determines that the Software is performing to its satisfaction, then Notice of Final Acceptance (“Final Acceptance”) of the Software shall be provided to Sun Ridge by the City and upon receipt of a valid invoice by the City, shall process and pay the Final Acceptance milestone payment to Sun Ridge. However, if during this period, it is determined that the Software is not performing satisfactorily, then the City will identify problems in writing to Sun Ridge no later than the last day of the Initial Test period and work with Sun Ridge for the next thirty (30) days to resolve the problems (“Second Test Period”).

b. During the Second Test Period, The City will again assess the performance of the Software. At the end of the Second Test Period, one of the following shall occur:

i. If City determines that the Software is performing to its satisfaction, it shall immediately provide written Final Acceptance of the Software to Sun Ridge and, upon

receipt of a valid invoice by the City, shall process and pay the Final Acceptance milestone payment to Sun Ridge. Any remaining issues with the Software shall be covered as maintenance items under the Software Support Services Agreement (Exhibit C).

ii. If City decides not to accept the Software, then it must so notify Sun Ridge within five (5) days of the end of the Second Test Period. Upon receipt of such notification by Sun Ridge, this Agreement will be terminated, and all payments already made by the City to Sun Ridge, less the cost of project management, installation, and training services provided up to the date of termination, shall be returned by Sun Ridge to the City within thirty (30) days. The terms of Section 11 and all other provisions of this Agreement that expressly survive such termination shall apply.

If the City fails to provide a written Final Acceptance Notice to Sun Ridge within five (5) calendar days of the end of the Second Test Period, then the Software shall be considered accepted by the City and the City shall proceed as described in b.i. above.

Section 9. Software License. Subject to the terms, conditions, limitations and restrictions set forth in this Agreement, Sun Ridge grants to the City a nonexclusive and non-transferable license, effective upon the City's Final Acceptance of the Software pursuant to Section 8 above, to use the Software in connection with the City's normal and customary daily operations substantially as they exist as of the date of commencement of the Term as described below (the "License"). The City shall acquire no ownership or other rights in or to the Software except for the License granted hereunder, and title to the Software shall at all times remain with Sun Ridge.

a. The following additional terms, conditions and limitations apply to the License:

i. The City may use the Software on all computers in the City's agency. Software may not be used at any other agencies unless explicitly agreed to in writing by Sun Ridge;

ii. The City may make a copy of the Software for backup or modification purposes only in support of the City's authorized use of the Software hereunder as Sun Ridge has expressly authorized; and

iii. No one using the Software, and no one for whose benefit the Software is being used, shall sublicense, resell, distribute, market, provide or otherwise make available the Software or any part or copies thereof to any third party.

iv. The City shall not transfer, use, or export the Software in violation of any applicable laws, rules, or regulations of any government or governmental agency.

v. The City shall not use the Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component.

vi. The City shall not embed the Software in any third-party applications, unless expressly permitted under this Agreement or otherwise authorized in writing in advance by an authorized officer of Sun Ridge.

vii. The License granted under this Agreement shall apply only to the object code for the Software. No one using the Software, and no one for whose benefit the Software is being used, shall have the right to use or have access to the source code for the Software, and neither the City nor anyone using the Software pursuant to this License will modify, change,

merge, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the Software.

viii. The City acknowledges that the Software and the Documentation constitute trade secrets of Sun Ridge. The City agrees to maintain the confidentiality of the Software and the Documentation, and shall take commercially reasonable steps to preserve that confidentiality pursuant to Section 12 of this Agreement.

b. The term of the License shall commence upon Final Acceptance of the Software by the City, and shall continue until the License is terminated as provided below.

i. Sun Ridge may terminate the License in the event of any failure by the City to comply with the terms or conditions of this Agreement by giving a 30-day written notice of such termination to the City. In the event the City has leased the Software from Sun Ridge, the License will terminate automatically upon termination of the lease. Upon such termination, the City shall immediately cease further use of the Software and will cause all copies of the Software to be destroyed or returned to Sun Ridge.

ii. The City may terminate the License at any time by giving written notice thereof to Sun Ridge and by destroying or returning to Sun Ridge all copies of the Software. The City acknowledges and agrees that any election by the City to terminate the License hereunder will not entitle the City to any refund of amounts paid or compensation of any kind from Sun Ridge.

iii. Upon any termination or expiration of the License, an authorized representative of the City shall certify in writing to Sun Ridge that all copies of the Software and the Documentation which were the subject of the License have either been destroyed or returned to Sun Ridge as required above.

iv. The provisions of Sections 7 and 11 through 13, inclusive, shall survive the expiration or termination of this Agreement.

c. Sun Ridge may, at its option, release updates to or new versions of the Software. If the City elects to obtain any update or new version of the Software, the use of such update or new version will be subject to the terms and conditions of this Agreement.

d. Except as expressly provided in this Agreement, Sun Ridge retains all intellectual property rights and other rights to the Software, Documentation (as defined below), and the source code for the Software.

Section 10. Indemnity and Insurance.

a. Sun Ridge agrees to indemnify, defend, and hold harmless the City and its officers, directors, shareholders, employees, and agents (the "City Indemnified Parties") from any and all claims, demands, liabilities, and costs, including attorney's fees ("Claims"), arising out of or relating to (i) any actual infringement of a third-party's intellectual property rights or (ii) the negligence or willful misconduct of any employee or agent of Sun Ridge occurring during or as a result of Sun Ridge's performance of its obligations hereunder, provided that Sun Ridge shall have no indemnity or other obligations to the City hereunder to the extent any such Claims arise from or are the result of the negligence or other fault of the City or its employees, agents or other contractors nor shall the foregoing indemnity and hold harmless obligations of Sun Ridge extend to or cover any Claims arising from or relating to claims of defects or errors in the Software or the City's use or inability to use the Software. This indemnity obligation shall survive the expiration, cancellation or termination of this Agreement. Notwithstanding the foregoing, the City expressly waives, releases, and agrees that neither Sun Ridge nor Sun Ridge's officers, directors,

shareholders, employees, agents and affiliates shall have any liability for any individual's or entity's lost business, direct damages, incidental or consequential damages, or any other Claims arising out of or related to the use or implementation of the Software.

b. During the term of this Agreement, Sun Ridge shall comply with the following insurance requirements:

i. Workers' Compensation. Sun Ridge shall fully comply with the terms of the law of California concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Sun Ridge may have for workers' compensation. Said policy shall also include employer's liability coverage of \$1,000,000 per accident for bodily injury or disease.

ii. General Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement commercial general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury, and property damage personal injury; coverage includes products and completed operations,. Said insurance shall provide (1) that the City, its officers, and employees shall be included as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and non-contributory.

iii. Automobile Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement business automobile liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Said insurance shall provide (2) that the policy shall operate as primary insurance, and non-contributory.

iv. Certificates of Insurance. Sun Ridge shall file with City upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the City prior to the effective date of such cancellation, or change in coverage.

Section 11. Termination Rights. Either party may terminate this Agreement upon material breach of any of the terms of this Agreement by the other Party, after first giving the other party written notice of such breach and thirty (30) days to cure. If the breaching party does not cure the breach within the allotted time, the Agreement will be terminated. Upon Termination, each party will return, delete, or destroy any copies, whether tangible or electronic, of Confidential Information obtained from the other party pursuant to this Agreement, including but not limited to any Documentation and any Confidential Information stored on any equipment that may be returned, and certify to the other party in writing within five (5) business days of the termination date that it has done so.

Section 12. Confidential Information. "Confidential Information" means any and all confidential information of a party to this Agreement that is not generally known to or by members of the public, including but not limited to businesses that compete with such a party, including but not limited to the Software and the Documentation pertaining thereto. Confidential Information shall not include information that is now or becomes part of the public domain, is required by applicable law to be disclosed, was already known by the receiving party at the time of disclosure, is independently developed by the receiving party without any use of Confidential Information, or is lawfully obtained from a third party. "Documentation" means those visually readable materials developed by or for Sun Ridge for use in connection with the Software, in either written or electronic form.

Each party agrees to protect the other party's Confidential Information. Confidential Information will not be used or disclosed except as authorized by the providing party. Confidential Information will be disclosed to employees of the receiving party only on a "need to know" basis and only after such employees are informed of the confidential nature of the information and obligated to maintain confidentiality.

If a party or any party acting on its behalf is required to disclose by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards to produce Confidential Information, that party shall promptly (and prior to such disclosure) notify the other party in writing of such demand or requirement whereupon the parties shall cooperate and take all reasonable acts (without significant cost or expense to the notifying party) to exhaust the legal avenues available to maintain the confidentiality of such Confidential Information, unless the party whose Confidential Information is at issue consents to the production and disclosure of such Confidential Information. In all events, only that portion of the Confidential Information specifically requested by the tribunal or person compelling such disclosure shall be provided and no interpretation or analysis of such data prepared for the purpose of such disclosure shall be disclosed unless approved the party whose Confidential Information is at issue or required by law.

Section 13. General Terms.

a. Governing Law. This Agreement will be construed by and enforced in accordance with the laws of the state of California.

b. Arbitration. If a dispute arises from or related to this Agreement or the breach of this Agreement and if such dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation to be held in Sacramento, California, under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. Thereafter, any unresolved controversy or claim arising from or relating to this Agreement, or breach of this Agreement, shall be settled in arbitration to be held in Sacramento, California. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association, and the parties shall be allowed discovery in accordance with the California Code of Civil Procedure. If Sun Ridge and the City cannot jointly select a single arbitrator to determine the matter, one arbitrator shall be chosen by each of Sun Ridge and the City (or, if a party fails to make a choice, by the American Arbitration Association on behalf of such party) and the two arbitrators so chosen will select one additional arbitrator. The decision of the single arbitrator jointly selected by Sun Ridge and the City, or, if three arbitrators are selected, the decision of any two of them will be final and binding on the parties and the judgment of a court of competent jurisdiction may be entered on such decision. The prevailing party shall be entitled to recover reasonable fees and expenses resulting from any arbitration proceeding.

c. Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such finding shall not affect the validity, legality, or enforceability of the remaining provisions.

d. Assignment. Parties may not transfer, assign, or sublicense this Agreement, any license hereunder, or any of its rights or duties hereunder to any other person, site or corporation without the prior written consent of the other party. Any attempted transfer, assignment, or sublicense made without prior written consent shall be completely void.

e. Notice. Any notice requested or permitted to be given hereunder shall be sent prepaid, certified mail, return receipt requested, and shall be deemed to have been given on the third (3rd) business day after mailing to the other party as follows: to the City at the address

indicated in the initial paragraph of this Agreement or to Facsimile No. (209) 941-7229; to Sun Ridge Systems at P.O. Box 5071, El Dorado Hills, CA 95762, Facsimile No. (530) 672-2385. Notices may be given by facsimile transmission to such number as may be specified by the party for such purpose and shall be deemed to have been given when transmitted to such number with confirmation of a successful transmission.

f. Independent Contractors. The parties to this Agreement shall constitute independent contractors. Nothing in this Agreement shall be construed as establishing any employment, partnership, joint venture or similar arrangement between the parties, and no party has any authority to commit any other party to any obligation to any other person or entity, unless expressly agreed to in writing signed by such party.

g. Force Majeure. Sun Ridge shall not be responsible for interruption of, interference with, diminution of, or suspension of any of its products or services, including performance failure, which are caused by strike, lockout, riot, epidemics, war, government regulation, fire, flood, natural disaster, acts of God, utility failures, losses or injuries arising directly or indirectly from criminal acts, negligent acts of others, malfunctions or inadequacies of equipment or service not directly within the control of Sun Ridge.

h. Authorization/Entire Agreement/Modification. This Agreement will be effective upon signing by the City and Sun Ridge. This Agreement is the complete and final Agreement of the parties relating to the subject of this Agreement and it replaces and supersedes any prior or contemporaneous oral or written understandings or agreements. No alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.


This Agreement has been executed by the parties hereto, from the date shown on the first page.

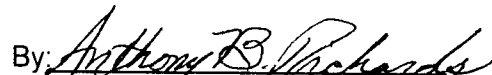
The City:

City of Lathrop,
a California municipal corporation

Sun Ridge:

Sun Ridge Systems, Inc.,
a California corporation

By: 
Name: Stephen J. Salvatore
Its: City Manager

By: 
Name: Anthony B. Richards
Its: President

**APPROVED AS TO FORM BY THE CITY
OF LATHROP CITY ATTORNEY:**


By: 
Name: Salvador Navarrete
Its: City Attorney

Exhibit A – Scope of Work

Section 1 – Software Licenses

The City has purchased the following software licenses:

- RIMS Computer Aided Dispatch Software
- RIMS Records Management Software
- RIMS Mobile Computer Software
- RIMS In-Station Mapping Software
- RIMS Mobile Mapping Software
- RIMS Property Room Bar Coding Software
- Citizen RIMS Public Access Software
- iRIMS Law Mobile App Software
- RIMS Collaborate Data Sharing Software

The City has purchased the following RIMS interface software:

- RIMS E911 Link Software
- RIMS State (CLETS) Link Software

Section 2 - Project Schedule

Upon execution of the Agreement, Sun Ridge and City shall define a mutually agreed on project schedule by task. The schedule is flexible and subject to mutually agreed to changes.

Section 3 – Hardware/Equipment

Sun Ridge is providing one (1) Worth Data Bar Code Scanner.

Section 4 – Third-Party Software

Sun Ridge is providing no Third-Party software.

Section 5 - Installation

Sun Ridge will install all Sun Ridge provided Software on City provided servers and will provide instruction to City staff on how to install the client workstation Software and Mobile/App Software. City servers and workstations (including desktop and laptop computers as well as Android and/or iOS devices) shall meet the minimum specifications setup forth in Section 12. Access to City supplied servers shall be via unattended remote access using a product called Bomgar by BeyondTrust, provided by Sun Ridge.

As part of installation, Sun Ridge will setup a basic system backup process to local disks.

Section 6 – Configuration

Sun Ridge will provide the following sessions to the City's designated RIMS Administrators:

Initial Setup: Consists of two (2) sessions, not to exceed four (4) hours per session, instruction on the preliminary configuration of RIMS. Initial Setup is conducted over the phone and via remote access to the City's RIMS via remote access. The City will be given specific assignments to be completed at the conclusion of the sessions.

RIMS Configuration and Setup: Consists of two (2) contiguous days onsite. This session continues the system setup that was started with the Initial Setup sessions. The RIMS Administrators will be instructed on how to configure RIMS to most closely meet the desired operational procedures of the City. In some cases, the RIMS Administrators may find that modifying existing procedures may be desired in order to take full advantage of RIMS functionality. Discussions will include:

- Customization of drop-down menu choices for 200+ fields*
- The City's records management operational decisions
- Paper flow vs paperless vs less paper for records
- Selection of case format type
- Review of data conversion processes and implementation, including reviewing data and starting data translations if converted data is available at the time the session is scheduled.

City is joining an existing RIMS agency as part of a "multi-agency" configuration. Many of the tables/menus are shared between the agencies. You will be responsible for coordinating any desired changes to the existing configuration which may conflict with those of the host agency independently of Sun Ridge.

Section 7 - Map Engineering Services

Sun Ridge will provide map engineering services assuming an ESRI-based map source. This process involves the City supplying an ERSI street centerline file (and layers) to Sun Ridge so that Sun Ridge can build maps for use by the RIMS mapping software products.

Section 8 – Street File (aka "Geofile") Load

City and Sun Ridge will work together to determine the best street file source. One "load" of this source file into RIMS is included in the scope. If City determines that additional iterations of the street file are to be loaded (due to updates or corrections) or determines an alternative source for the street file is preferred, Sun Ridge may charge additional fees.

Section 9 - Integration.

Sun Ridge shall provide RIMS sided interfaces for all third-party software applications listed in Section 1 above. The City must coordinate with third-party vendors to complete and test each interface.

Section 10 - Training

Sun Ridge is providing "end user" training all of which shall be conducted on-site at a City provided location(s). Training days are contiguous, including weekends. Class times are 0800 to no later than 1700. Sun Ridge will provide a training plan at least 30 days prior to the first training session, generally following the parameters and total number of classes set forth in the chart below but with the specifics mutually agreed upon by the Parties.

Sun Ridge will provide course materials/handouts in electronic format in advance of the training. As "session" is a repeat of the same class/material.

End User Training

Subject	Sessions Offered	Days Per Session	Total Days	Class Size
RIMS Configuration and Setup ("RCS")	1	2	2	Not to exceed 5 students
Officer/Mobile Training	3	2	6	No more than 2 students per workstation/20 students per session max
Records	1	1	1	1 student per workstation
Property Room	1	.5	.5	1 student per workstation
Admin Review	1	1	1	NA

Section 11 - Go Live Support

Two (2) Sun Ridge staff will be on site on the day of as well as the day after go live. Staff will be onsite to answer questions and to address any system problems.

Section 12 - The City's Responsibilities

The City is responsible for the following:

- Installation of all remaining client workstations
- Installation of all remaining mobile computers
- Installation of all remaining smartphone/tablet devices
- Coordinate and schedule resources of the City to include IT staff
- Lead the coordination efforts with the Ripon Police Department
- Lead the coordination efforts with the Ripon IT resources
- Identify RIMS Administrators
- Provide data communications infrastructure (network, wireless, internet, intranet)
- Provide a high speed data link (100 mbps recommended) between Lathrop RIMS workstations and the Ripon RIMS server
- Complete, submit and gain approval of updated DOJ CLETS application

- Coordinate testing of the CLETS Message Switch
- Complete CIBRS certification
- Contact third party vendors (E911 provider, DOJ and any other necessary third-parties) and coordinate their schedules and costs they may charge the City to provide, install and test their portion of the interface to RIMS.
- Provide Geofile (aka "street file") source and build-out
- Ensure accuracy of the geofile
- Provide initial map source file (ESRI)
- Ensure accuracy of the map source
- Ensure all user-maintained configuration and data validation tables are completed prior to the start of training
- Provide training facilities and workstations (meeting minimum workstations requirements) and ensure access to RIMS training database from the training location(s)
- Training facilities must meet current Federal, State and local guidelines for health and safety, including those that may affect class size and physical configuration
- Make paper copies of class materials and handouts provided by Sun Ridge
- Schedule the City staff into requisite classes
- Assume any costs for staff overtime or other expenses incurred to support training schedule
- Ensure that the Ripon RIMS server has adequate dedicated disk space for Lathrop data
- The City will allow unattended remote access to Sun Ridge using Bomgar by BeyondTrust remote access software to allow Sun Ridge to meet its responsibilities under this Agreement
- The City will provide the following hardware meeting the following minimum specifications:

Minimum Specifications (If using existing PCs) - Monitor Resolution: 1920 x 1080 (workstations and servers)

PC Workstations
Windows 10+
4 GB RAM
Any size disk

Recommended Specifications (If purchasing new PCs) Monitor Resolution: 1920 x 1080

PC Workstations
Windows 10+
8 GB RAM
Any size disk

Mobile Computer Specifications - Recommended Specifications (If purchasing new PCs) Monitor Resolution: 1920 x 1080

Mobile Computers
Windows 10+
8 GB RAM
Any size disk

Additional Features for Mobile Computers: Wireless-Based Modem, Virus Protection Software, 2 or more USB ports, Internet Access (if using Google Maps).

Option features for Mobile Computers: Touchscreen, Driver License Reader (USB), and Fingerprint reader by Digital Persona.

Mobile Application Specifications:

Mobile App Devices	
iPhones/iPads	Android
iOS v12+	Android v6 (Marshmallow) or greater

Property Room Specifications:

- Provide a minimum of one (1) DYMO LabelWriter 450 Turbo Label Printer
- Provide a minimum one (1) month supply of Dymo Labels # 30256 for Property Room

Exhibit B – Contract Amount

Item	Price
RIMS Computer-Aided Dispatch Software	\$49,320
RIMS Records Management Software	\$75,350
RIMS Mobile Computer Software	\$32,800
iRIMS Law iOS/Android App Software	\$14,000
RIMS In Station Mapping Software	\$20,000
RIMS Mobile Mapping Software	\$9,000
RIMS Property Room Bar Coding Software	\$19,000
Citizen RIMS Public Access Software	\$9,000
RIMS E911 Link Software	\$8,000
RIMS State Link Software (CLETS)	\$8,000
RIMS Collaborate Data Sharing Software	\$10,000
Mapping Data Engineering Services	\$2,500
Worth Data Bar Coding Equipment	\$1,700
Installation and Training	\$76,498
First Year Support and Updates	\$38,170
California Sales Tax	\$148
TOTAL	\$373,486

Exhibit C – Support Services Agreement

This is a description of the software support, maintenance, and enhancement services to be provided by Sun Ridge Systems, Inc. (“SRS”) to the City (“Licensee”) as part of a Software Support Services Agreement (“Agreement”). This Agreement covers all RIMS public safety software (Software) licensed by the Licensee.

Under this agreement SRS agrees to provide the following services and products to Licensee:

1. **Coverage Hours.** SRS will provide a toll-free phone number for Licensee to call whenever a covered problem occurs. Normal service hours will be Monday-Friday, 8AM-5PM PST, with the exception of common federal holidays (“Holidays”). However, for instances with the Licensee’s system is completely inoperable due to a SRS software problem (“Critical Problems”) preventing basic system operation, service will be available 24 hours, 7 days a week, Holidays included.
2. **SRS Response to reported problems.** SRS agrees to provide service and assistance as expeditiously as possible as follows:
 - a. Most problems will be resolved with the initial phone call.
 - b. For problems that cannot be immediately resolved, SRS will work to resolve the problem based on the severity of the problem *and* the urgency reported by Licensee.
 - For Critical Problems, SRS personnel will work with Licensee until the situation is resolved.
 - For problems that are not Critical Problems that have a lesser though continuing impact on operations of Licensee (“non-critical problems”), SRS will endeavor to provide a solution or work around within 72 hours of the problem being reported to SRS by the Licensee.
 - For problems that are not Critical Problems and are not non-critical problems (“Minor Problems”) SRS may, at its discretion, either issue a near term “fix release” of the product or include the fix in the next scheduled product update.
3. **Licensee equipment and software responsibilities.** Licensee agrees to allow SRS to remotely connect to Licensee’s system when a problem is reported. SRS uses BeyondTrust Remote Access Software for this purpose. BeyondTrust software provides superior security and does so over an ordinary internet connection via a SRS server that hosts a BeyondTrust security hardware appliance

With Licensee’s permission, SRS will use this connection to examine data files related to reported problems and to provide updates and corrections when necessary.
4. **Provision of software updates.** SRS will provide, at no additional cost, all new enhanced and updated versions of software licensed to Licensee. This software will be

provided with detailed installation instructions for installation by Licensee. If desired, Licensee may retain SRS to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the SRS ftp web site. SRS will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.

5. **Term.** The term of this Agreement shall be one year from the date stated in the initial paragraph and shall be automatically annually renewed for another year upon payment of the invoice. Payment for the year is due in advance the day the services begin. The annual support after the initial support year may increase by no more than 4%. Non-payment of the support invoice within 60 days as described in Section 6 shall be cause for terminating or suspending the Agreement at the discretion of SRS. Any requested changes to the Agreement for a new term must be received by the end of the previous term. This includes any changes to the list of products covered.
6. **Limitations.** SRS agrees to provide support only for public safety application software provided by SRS. Other software used by Licensee (word processing, spreadsheet, etc.) is not included in this Agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although SRS may assist Licensee in isolating problems to this software. Also specifically excluded is responsibility for administration, support, or maintenance of your server, computer network, operating systems, or database (Microsoft SQL Server).

Licensee may request that SRS provide support services outside the limitations of this Support Services Agreement. If SRS agrees to provide any requested additional support services, which SRS may do or decline to do in its sole discretion, such support services will be provided at SRS's then-current hourly labor rate and on such other terms and conditions as SRS may require.

This Agreement does not include equipment maintenance or assistance in diagnosing hardware problems including but not limited to PCs, printers, network, scanners and other computer peripheral devices with the exception that SRS will assist Licensee in determining whether a problem is RIMS application software in nature.

Additionally, this Agreement does not include updates or reloading of the street file or regeneration of maps from updated data sources which may become available to the Licensee. If desired, Licensee may retain SRS to perform updates of this files at additional cost to be determined on a per case basis.

RESOLUTION NO. 21-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
RATIFYING AGREEMENT WITH AXON ENTERPRISE, INC. FOR PURCHASE OF
BODY CAMERAS AND TASERS FOR NEW POLICE DEPARTMENT**

WHEREAS, the City has chosen Axon Enterprises, Inc. to provide body cameras, tasers and in car video equipment to the new Police force; and

WHEREAS, Axon Enterprises has provided that the sole source justification exists because the goods and services provided in the agreement are only manufactured and available for purchase from Axon Enterprises. Lathrop Municipal Code (LMC) 2.36.110 provides exemption from bidding procedures for sole source purchases; and

WHEREAS, the contract was signed referencing Lathrop Municipal Code (LMC) Section 2.36.080 Purchasing System: Emergency Procedures. The purchasing procedures may be eliminated for the following reasons as determined by the Department Head: "2. To efficiently and timely maintain essential public services". Body cameras and tasers was determined to be an essential public service and due to the timeliness surrounding the new Police Department the contract was signed and is being brought forth for ratification at the proceeding City Council meeting on November 11, 2021; and

WHEREAS, the Axon system is leased and unifies the operation of the body cameras, tasers and in car video and provides storage for all the data gathered from them; and

WHEREAS, the system allows retrieval and use that complies with all legal requirements and is easily retrievable by all authorized personnel; and

WHEREAS, the equipment, which will be maintained by Axon, will be replaced when necessary avoiding the need for highly technical staff support and assuring the equipment remains functional and evidence produced will be legally viable; and

WHEREAS, Axon also provides training and support for all their products leased by the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby ratify the agreement with Axon Enterprise, Inc. for Purchase of Body Cameras and Tasers for New Police Department

The foregoing resolution was passed and adopted this 8th day of November, 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

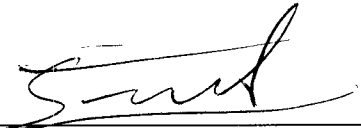
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



Master Services and Purchasing Agreement between Axon and Agency (Online)

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

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7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.



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- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be

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understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 **General.**

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency:
Attn:
Street Address
City, State, Zip
Email

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

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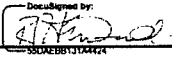
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understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: 
Name: Robert E. Driscoll, Jr.
Title: VP, Assoc. General Counsel
Date: 10/25/2021

Agency

Signature: 
Name: STEPHEN J. SALVATORE
Title: CITY MANAGER
Date: 10-28-21



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Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

“Agency Content” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately



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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("Skyhook") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon

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competition of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13 Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14 After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15 Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16 U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 17 Survival.** Upon any termination of this Agreement, the following sections in this Appendix will

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survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>

- 3 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:



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<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency • Does not include physical mounting of docks
<p>Axon instructor training (Train the Trainer) Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5 **CEW Services Packages**. CEW Services Packages are detailed below:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout</p>
<p>Best practice implementation planning session to include:</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon Evidence Instructor training</p> <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency
<p>TASER CEW inspection and device assignment Axon’s on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>



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Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6 Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 Signal Sidearm Installation Service. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 Out of Scope Services. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 Delivery of Services. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 Access Computer Systems to Perform Services. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 Site Preparation. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

12 Acceptance. When Axon completes professional Services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in



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substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

- 13** **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
- 8 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



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- 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
 - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)



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remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 6 **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

- 8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

- 8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.



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Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



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Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

- 1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

- 2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes.
- 3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.
- 4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.



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Axon Virtual Reality Content Terms of Use Appendix

- 1 **Term.** The Quote will detail the duration of the Virtual Reality Content license.
- 2 **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.
- 3 **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1 modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
 - 3.2 reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
 - 3.3 copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
 - 3.4 use trade secret information contained in Virtual Reality Content;
 - 3.5 resell, rent, loan or sublicense Virtual Reality Content;
 - 3.6 access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
 - 3.7 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.
- 4 **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



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Flock Software Terms of Use Appendix

1 Definitions.

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

"Aggregated Data" means information that relates to a group or category of customers, from which individual customer identities have been removed, that is not linked or reasonably linkable to any customer, including via a device.

"Authorized End User" shall mean any individual employees, agents, or contractors of Customer accessing or using the Flock Services through the Web Interface, under the rights granted to Customer pursuant to this Agreement.

"Customer Data" will mean the data, media and content provided by Customer through the Flock Services. For the avoidance of doubt, the Customer Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

"Documentation" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Customer in accordance with the terms of this Agreement.

"Embedded Software" will mean the software and/or firmware embedded or preinstalled on the Hardware.

"Flock IP" will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Customer and/or its Authorized End Users in connection with the foregoing.

"Flock Services" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

"Flock System" means collectively, the Hardware, Embedded Software, and Flock Services.

"Footage" means still images and/or video captured by the Hardware in the course of and provided via the Flock Services.

"Hardware" shall mean the Flock cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term **"Hardware"** excludes the Embedded Software.

"Implementation Fee(s)" means the monetary fees associated with the Installation Services, as defined in Section 1.9 below.

"Installation Services" means the services provided by Flock including the installation, placements and configuration of the Hardware, pursuant to any Statement of Work.

"Non-Customer End User" means a Flock customer that has elected to give Customer access to its data in the Flock System.

"Non-Customer End User Data" means the Footage, geolocation data, environmental data and/or notifications of a Non-Customer End User.

"Support Services" shall mean On-site Services and Monitoring Services, as defined in Section 2.9 below.



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“**Unit(s)**” shall mean the Hardware together with the Embedded Software.

“**Usage Fee**” means the subscription fees to be paid by the Customer for ongoing access to Services and Hardware.

“**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

2 Flock Services.

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the term of Customer’s agreement, solely for the Authorized End Users. The Footage will be available for Customer’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Flock will also provide Customer with the Documentation to be used in accessing and using the Flock Services. Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which makes the Flock Services available to Customer and Authorized End Users. Flock will pass through any warranties that Flock receives from its then-current third-party service provider to the extent that such warranties can be provided to Customer. Except in the event of Flock’s willful misconduct or negligence, such warranties as provided by such third-parties are Customer’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation, hosting the web interface. Customer agrees to comply with any acceptable use policies and other terms of any third party service provider that are provided or otherwise made available to Customer from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Customer to use the Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Customer’s internal purposes in connection with its use of the Flock Services as contemplated herein.

2.4 Usage Restrictions. The purpose for usage of the Hardware, Documentation, Services, support, and Flock IP is solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“**Permitted Purpose**”). Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Customer

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acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services or Flock IP; (vi) use the Flock Services, support, Hardware, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Customer's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Customer or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Customer to access the Flock; or (f) Customer has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose, and has failed to cure such violation within thirty days following written notice of such violation from Flock (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Flock Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will extend the Customer's term by the duration of any suspension (for any continuous suspension lasting at least one full day) where the Service Suspension is not caused by the direct Customer's actions or by the actions of parties associated with the Customer. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer or any Authorized End User may incur as a result of a Service Suspension.

2.7 Installation Services.

2.7.1. Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Customer on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice regarding the location of positioning of such Units, Customer will have the ultimate decision regarding the location, position and angle of the Units (each Unit location so designated by Customer, a "**Designated Location**"). Due to the fact that Customer selects the Designated Location, Flock shall have no liability to Customer resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations. After an installation plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the installation plan

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driven by Customer's request will incur a \$250 charge in addition to any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, changes to heights of poles, and removing foliage.

- 2.7.2. Customer's Installation Obligations.** Customer agrees to allow Flock and its agents reasonable access to the designated installation locations at all reasonable times upon reasonable notice for the purpose of performing the installation work (together with the preceding sentence, the "**Customer Installation Obligations**"). It is understood that the Implementation Fees do not include any permits or associated costs, any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or any other services performed in connection therewith and that Customer shall be solely responsible for the foregoing. Customer represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.
- 2.7.3. Flock's Installation Obligations.** The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Customer. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Customer can opt out of Flock's access to Footage after the initial installation which would waive Flock's responsibility to ensure such action was successful. Customer understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.
- 2.7.4. Theft and Damage.** Flock agrees to replace the Hardware up to one (1) time during the Term of the Agreement, at no cost to Customer, in the event of theft or damage. Subsequent replacement due to damage or theft will be at Customer's own expense, at a replacement cost of three hundred dollars (\$300) per camera. Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.
- 2.7.5. Security Interest.** The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of Customer's Agreement. Customer agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Customer default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Customer authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

- 2.8 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this

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Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Customer and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and of Flock Services and may, from time to time, advise Customer on changes to the Services or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Customer with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Intentionally deleted.

2.11 Changes to Platform. Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety's products or services to its customers, (b) the competitive strength of, or market for, Flock Safety's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3 Customer Responsibilities.

3.1 Customer Obligations. Upon creation of a User ID, Customer agrees to provide Flock with accurate, complete, and updated registration information. Customer may not select as its User ID a name that Customer does not have the right to use, or another person's name with the intent to impersonate that person. Customer may not transfer its account to anyone else without prior written permission. Customer will not share its account or password with anyone and must protect the security of its account and password. Customer is responsible for any activity associated with its account. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Customer will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Customer facilities, as well as by means of assistance from Customer personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. To the extent allowed by the governing law of the state mentioned in Section 9.6, or if no state is mentioned in Section 9.6, by the law of the State of Georgia, Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of Customer's representations and warranties made pursuant to this Section 3.2, Customer's Installation Obligations, or otherwise from Customer's use of the Flock Services, Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the Flock Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.



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4 Confidentiality; Data, Feedback; Aggregated Statistics.

- 4.1 Customer and Non-Customer End User Data.** As between Flock and Customer, all right, title and interest in the Customer Data and Non-Customer End User Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and Non-Customer End User Data and perform all acts with respect to the Customer Data and Non-Customer End User Data as may be necessary for Flock to provide the Flock Services to Customer, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Customer Data and Non-Customer End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). This Agreement does not by itself make any Non-Customer End User Data the sole property or the Proprietary Information of Customer.
- 4.2 Feedback.** If Customer provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.
- 4.3 Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Flock Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Customer acknowledges that Flock will be compiling Aggregated Data based on Customer Data and Non-Customer End User Data input into the Flock Services ("**Aggregated Data**"). Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes in connection with the Flock Services and other Flock offerings. No rights or licenses are granted except as expressly set forth herein.
- 4.4 Confidentiality.** Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Customer Data**"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will the Receiving Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Customer alerts, such as when a car exits Customer's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from

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disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. In the event Customer requests Flock to enable law enforcement monitoring against law enforcement hotlists, Customer hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Customer Data (inclusive of any Footage and Footage search access) to enable law enforcement monitoring against law enforcement hotlists. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order, subject to Section 9.1 below.

5 **RESERVED.**

6 **RESERVED.**

7 **Remedy; Warranty; and Disclaimer.**

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a “Defect”), Customer must first make commercially reasonable efforts to address the problem by contacting Flock’s technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within seventy-two (72) hours after Customer notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall not be required to replace subsequently lost, damaged or stolen Units, however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Flock Services. Flock Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

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7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE FLOCK SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE FLOCK SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE FLOCK SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7.5 Force Majeure. Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Customer or any Authorized End User.

8 Limitation of Liability and Indemnity.

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE FLOCK SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, CUSTOMER SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE FLOCK SERVICES.

8.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Customer will not pursue any claims or actions against Flock's suppliers.

8.3 Indemnity. Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Customer's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Customer End Users,

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or otherwise from Customer's use of the Flock Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the Flock Services, Flock may do so and may prohibit any use of the Flock Services it believes may be (or alleged to be) in violation of the Section 3.2 or this Agreement.

9 Record Retention.

9.1 Data Preservation. The Customer agrees to store Customer Data and Non-Customer End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Customer's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Customer Data or the Non-Customer End User Data, Customer agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Customer upon demand, provided, however, if Flock receives a disclosure request for Customer Data, Flock will give Customer notice, unless legally prohibited from doing so, to allow Customer to file an objection with the court or administrative body.

10 Miscellaneous.

10.1 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Flock Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.2 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in FAR section 2.101, the Flock Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.



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Skydio Terms of Use Appendix

1 Definitions.

“Advanced Software” means optional capabilities, functions or other features of the Onboard Software that may be specified and identified as such in the Quote. Skydio’s characterization of capabilities, functions or other features as Advanced Software shall be dispositive. Notwithstanding any other provision herein, a software feature that is locked or otherwise disabled unless or until an Advanced Software Package is purchased for such software feature shall be deemed an Advanced Software. Advanced Software does not include Mobile Apps.

“Advanced Software Package” means an optional, additional-charge license right, specified in the Quote, pursuant to which Skydio shall unlock Advanced Software to permit Customer to use Advanced Software (and in some cases the Skydio Hardware that it controls).

“Authorized Devices” are (a) mobile devices that Customer owns or is authorized to use, and (b) controllers purchased by Customer hereunder, which in each case (a) and (b) are used by Customer to operate the Skydio Hardware purchased by Customer hereunder.

“Base Software” means capabilities, functions or other features of the Onboard Software that are both: (a) standard capabilities, functions or other features available and activated on Skydio’s base consumer version of Skydio Hardware, and (b) available for use without purchase of Advanced Software Package. Base Software may be specified and identified as standard features in the Quote. Any capability, function, or feature that is not a Base Software shall be deemed an Advanced Software.

“Customer” means the customer procuring Skydio Products or services.

“Error” means a critical error in the Advanced Software that causes the Advanced Software to be inoperable.

“Skydio License Term” means with respect to an Advanced Software Package, the term of that Advanced Software Package, including (if applicable) the initial specified term and any renewal terms.

“Mobile Apps” means software applications (in executable form only), as may be specified on the Quote, that are specifically intended for use on a mobile device (and any Updates thereto).

“Onboard Software” means software, in executable format only, embedded into or otherwise pre-installed on Skydio Hardware as supplied by Skydio, and any Updates thereto, whether or not embedded on read only memory. Onboard Software includes Base Software and Advanced Software.

“Skydio Privacy Policy” means Skydio’s privacy policy located at <https://www.skydio.com/privacy-policy> and as it may be amended from time to time by Skydio in its sole discretion.

“Product” means Skydio Hardware and Software, as provided by Skydio pursuant to this Agreement and any applicable Quote.

“Skydio Hardware” means drones and other unmanned aircraft, controllers, docks, accessories and related hardware that Customer purchases from Skydio or its distributors or resellers.

“Skydio Software” means Onboard Software and Mobile Apps.

“Support Term” means, for Base Software, the support term specified in the Quote, and, for each Advanced Software Package, the applicable Skydio License Term for such Advanced Software



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Package purchased hereunder.

"Updates" means any upgrades, updates, maintenance releases, bug fixes or modified versions of Skydio Software that Skydio may release from time to time.

2 License. Subject to and in accordance with the terms and conditions of this Agreement and further conditioned upon Customer's payment of all Fees, Skydio grants to Customer:

- 2.1** a limited, perpetual, non-exclusive, non-transferable (except as provided in Section 5 below titled "Transferability") right and license to use the Base Software solely on Skydio Hardware;
- 2.2** a limited, perpetual, non-exclusive, non-transferable right and license to download, install, execute and use Mobile Apps on Authorized Devices solely to operate Skydio Hardware in accordance with this Agreement;
- 2.3** if Customer purchases an Advanced Software Package for the use of an Advanced Software, as specified in the Quote, a limited, non-exclusive, non-transferable right and license, during the Skydio License Term of the Advanced Software Package, to use the Advanced Software on Skydio Hardware that Customer purchases from Skydio solely to operate the Skydio Hardware in accordance with this Agreement ("**Advanced Software License**"); and
- 2.4** a limited, non-exclusive, non-transferable right and license to install solely on Skydio Hardware any Updates to the Onboard Software, if and when provided by Skydio.

3 Additional License Terms. Additional License Terms. The license rights of Section 2 are limited to the United States, Canada and Japan.

- 3.1** Unless otherwise specified in the applicable Quote, the Advanced Software License is granted on a per-unit basis and it may only be exercised with respect to the specific units of Skydio Hardware identified on the applicable Quote or, if the Quote does not specify such units, then with respect to no more than the total number of Skydio Hardware units authorized on the Quote, or if such total number of units is not specified on the Quote, then only with respect to one (1) single Skydio Hardware unit ("**Authorized Units**").
- 3.2** Rights under the Advanced Software License are not transferable between Authorized Units. When an Advanced Software License is exercised on a specific Authorized Unit (by unlocking, activating, accessing or using the Advanced Software on that Authorized Unit), such Advanced Software License, or any rights thereof, cannot be transferred to a different unit of Skydio Hardware, except: (i) if Skydio replaces an Authorized Unit pursuant to a warranty claim, Skydio shall transfer to the replacement Authorized Unit, the Advanced Software License of the inoperable unit that is being replaced, and (ii) if a particular Authorized Unit is rendered permanently inoperable, Skydio shall, upon Customer's request, transfer the Advanced Software License rights to a replacement Authorized Unit, provided, however, that Skydio may condition such transfer on Customer returning to Skydio the remnants of the inoperable unit or other evidence of its inoperability.

4 Limitations and Restrictions. Except as otherwise expressly provided in this Agreement, the foregoing license grant excludes any right to, and Customer shall not (and shall not permit others to) do any of the following with respect to the Skydio Software: (i) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share, operate as a service bureau, or otherwise make any of it available for access by third parties; (ii) disassemble, reverse engineer or decompile it; (iii) copy, create derivative works based on or otherwise modify it; (iv) remove or modify a copyright, trademark, logo or other proprietary rights notice or brand labeling in it; (v) use it to reproduce, distribute, display, transmit, or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (vi) use it to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or otherwise engage, in a malicious act or disrupt its security, integrity or operation; (vii) install, execute or otherwise reproduce Onboard Software on any device other than the Skydio Hardware on which Skydio originally installed the Onboard Software; (viii) install any Skydio Software on any type of device not approved by Skydio; (ix) disable or otherwise circumvent

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any technological measures in Skydio Software to limit its installation, use or access; (x) unlock, activate, access or use an Advanced Software on any device other than as permitted under an Advanced Software Package purchased by Customer; and (xi) publish or release any benchmarking or performance data applicable to the Skydio Software.

- 5 **Transferability.** Subject to the terms and conditions of this Agreement, Customer may transfer the Base Software, including any relevant Base Software license rights, only on a permanent basis and as part of the sale or transfer of the Skydio Hardware on which the Base Software is loaded, provided that Customer retains no copies of any version of the Skydio Software. With the exception of the Base Software, Customer may not transfer any other Skydio Software or other Skydio Software license rights granted herein to another person or entity without the express written permission of Skydio, unless allowed by applicable law stating that transfer may not be restricted.
- 6 **Evaluation License.** Skydio may make certain Skydio Software available in object code form to end users only for evaluation, training or other limited non-commercial purposes without charging a Fee (“**Evaluation License**”). Where Skydio has provided an Evaluation License, all of the terms of this Agreement shall apply except that (i) Customer’s license rights shall be limited to the evaluation of that Skydio Software, (ii) Customer shall not be required to pay a Fee for the evaluation of that Skydio Software and (iii) Skydio shall have the right to revoke the license to the Skydio Software at any time and for any reason.
- 7 **Updates.** The terms and conditions of this Agreement shall apply to all Updates or additional copies of the Skydio Software. Subject to the terms and conditions of this Agreement, including Customer’s timely payment of all Fees due and owed to Skydio, Skydio will provide or make available to Customer, during the Support Term, Updates for Base Software, Mobile Apps and any Advanced Software that was enabled under the purchased Advanced Software Package on the Authorized Units. Notwithstanding any other provision of this Agreement, Customer has no license or right to use any Updates to the Advanced Software unless Customer holds a valid license to the Advanced Software and has paid any required Fees for such Advanced Software. Updates are solely provided on a “when-and-if-available” basis and as made generally available by Skydio to its customers. Customer shall promptly install any Updates that Skydio designates as required for the continued safe operation of Skydio Hardware or operation of any Advanced Software.
- 8 **Proprietary Notices.** Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Skydio Software in the same form and manner that such copyright and other proprietary notices are included on the Skydio Software.
- 9 **Intellectual Property.** Customer agrees that all worldwide patent, copyright and other intellectual property rights in the Product, and all copies of the Software however made (including copies pre-installed on the Skydio Hardware purchased by Customer) are the exclusive property of Skydio and its suppliers. All Skydio Software is licensed to Customer, not sold. All rights not expressly granted to Customer in this Agreement are reserved by Skydio and its suppliers. There are no implied licenses under this Agreement.
- 10 **Fees.** Skydio reserves the right to suspend and/or terminate access to the Skydio Software if any undisputed fees for Skydio Hardware or Software are past due. Such suspension or termination shall not relieve Customer from its obligation to pay all undisputed amounts.
- 11 **Third Party Software and Open Source Software.** The Skydio Software may include third party software, and open source software (“**OSS**”), and such software is provided under separate license terms.
- 11.1 To the extent the licenses for any OSS requires Skydio to make available to Customer the corresponding source code included in the Skydio Software, Customer may obtain a copy of the applicable OSS source code by sending a written request to legal@skydio.com. The OSS license terms shall take precedence over this Agreement to the extent that this Agreement imposes greater restrictions on Customer than the applicable OSS license

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terms. Customer acknowledges receipt of notices for the Open Source Components for the initial delivery of the Skydio Software.

- 11.2** The use of third party software or applications, or the integration of such software or applications with the Skydio Software, (collectively, "**Third Party Applications**"), may result in Customer data or information being transferred to a third party. Skydio is not responsible for, and Customer agrees to hold Skydio harmless, for any data or information transferred to third parties in connection with your use of Third Party Applications.
- 12** **Commercial Item.** The Skydio Software and associated documentation are "commercial items" as defined at FAR 2.101 and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- 13** **Term and Termination.** This Agreement is effective upon Skydio Software purchase, activation or download, as applicable, and shall continue until terminated.
- 13.1 Paid License Term.** Each Advanced Software Package purchased hereunder shall have its own Skydio License Term. Each Skydio License Term shall have an initial term for the time period set forth on the Quote and that the Skydio License Term shall automatically extend for successive additional one (1) year renewal terms thereafter if any (subject to payment of the then-current applicable license fees for each such renewal term) unless either party give notice to the other of its intention not to renew the Skydio License Term at least thirty (30) days before expiration of the then-current initial or renewal term, as the case may be ("**Renewal Terms**"). If a Skydio License Term is not set forth in the Quote, each Skydio License Term shall have an initial term that commences upon the date of provisioning of the Skydio Software and expires one (1) year later; provided, however, that the Skydio License Term shall automatically extend per the Renewal Terms. Unless Skydio terminates this Agreement for breach by Customer, the perpetual licenses to use Base Software shall survive.
- 13.2 Free or Trial License Term.** If you have obtained a license to a free version of the Skydio Software, then your license will continue until terminated in accordance with this Agreement. If you have obtained a trial license to the Skydio Software, then your license will continue for such time period as may be specified by Skydio with respect to such trial (and if no period is specified, for 30 days). Skydio may terminate a trial license at any time in its sole discretion.
- 13.3 Termination.** Skydio may terminate Customer's license rights under this Agreement immediately without notice if Customer fails to comply with any terms of this Agreement or Customer fails to make any payment as required hereunder. In no event will termination relieve Customer of its obligation to pay any fees payable for Skydio Hardware or Software. Upon termination or expiration of this Agreement for any reason, Customer shall immediately cease using any Skydio Software and must destroy or return to Skydio all copies of the Skydio Software and associated documentation in its possession or control. The following sections shall survive the termination or expiration of this Agreement: Sections 1, 2(a), 2(b), 2(d), 4, 5 and 7-26.
- 14** **End of Life.** Skydio may discontinue the provision of any Skydio Software, support or Updates in its sole discretion in accordance with, and any licenses granted herein are subject to, Skydio Product End of Life Policy, which is available at <https://support.skydio.com/hc/en-us/articles/360057153714>, and is hereby incorporated by reference herein.



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- 15 **Limited Warranty.** The only warranty that Skydio provides with respect to any Skydio products or services is the written limited warranty statement provided with the products or services or as otherwise set forth at <https://skydio.com/warranty-terms> (“**Limited Warranty**”).
- 16 **Limitations.** Any use of the Skydio Hardware and Software, including any reliance upon or use of any of the information generated thereby, shall be at Customer’s and its authorized users’ sole risk. Except as expressly set forth in the Limited Warranty and to the extent permitted by law, the Products are provided “as is” and “as available” without warranty of any kind (all of which are hereby disclaimed), whether express, implied or statutory, including the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty set forth in the Limited Warranty and by the provisions in this Agreement. Skydio’s cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Skydio Products or any service will not exceed the amounts paid by Customer in the 12 months prior to the action giving rise to the liability. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 17 **Safety and Compliance.** Customer and Customer’s authorized users agree to use the Skydio Hardware only in a manner that complies with all laws. Customer shall ensure that it and its authorized users operate product in accordance with the information and warnings set forth at <https://www.skydio.com/safety> (the “**Safety and Operating Guide**”). Customer acknowledges that improper operation of the unmanned aircraft systems may cause injury to persons or property. Customer shall at all times comply with all applicable local, state, national, and international laws and regulations related to the operation of unmanned aircraft systems in any territory of operation, including any applicable laws and orders with regard to privacy, pilot licensure, operating within visual line of sight (unless the Customer has received proper approval from a civil aviation authority waiving such limitation), detecting and avoiding other aircraft, and airspace restrictions (such as temporary flight restrictions issued by Federal Aviation Administration or other appropriate government agencies). Customer shall obtain and maintain all necessary licenses, consent, and authorizations of any kind necessary to operate unmanned aircraft systems.
- 18 **Feedback.** If Customer or Customer’s authorized users send Skydio comments, suggestions, ideas, materials, notes, drawings, concepts or other information (collectively, “**Submissions**”), Customer and Customer’s authorized users (as applicable) grant to Skydio a worldwide, non-exclusive, perpetual, irrevocable, transferable, sub-licensable, royalty-free license to use, copy, modify, publicly display, publicly perform, distribute and otherwise exploit the Submissions. None of the Submissions shall be subject to any obligation of confidentiality on Skydio’s part, and Skydio shall not be liable for any use or disclosure of any Submissions.
- 19 **Privacy.** Skydio shall, in providing the Products, comply with Skydio Privacy Policy to the extent that Customer provides Skydio with personally identifiable information.
- 20 **Mapbox Terms.** The Mobile App uses features and content provided by Mapbox, such as maps and locations on a map. Use of any such Mapbox features and content is subject to the then-current version of Mapbox’s terms and privacy policy, which can be found at <https://www.mapbox.com/legal/tos/>, including the Mapbox Government Terms of Service, which can be found at <https://www.mapbox.com/legal/usg-tos>, and you hereby agree to comply with such terms. You can opt out of location telemetry reporting pursuant to such terms.
- 21 **Services.** In accordance with this Agreement, so long as Customer timely pays all amounts owed hereunder, Skydio shall render to Customer, during the applicable Skydio License Term of each Advanced Software Package purchased hereunder, the support services consisting of: (a) providing Customer’s named Administrators (defined below) with consultation in English, via telephone and email, during Skydio’s normal business hours (9AM to 5PM PST) to assist in using the Advanced Software licensed under the Advanced Software Package; and (b) making reasonable efforts to

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correct any critical error in the Advanced Software that causes the Advanced Software to be inoperable (“**Error**”), all in accordance with Skydio’s support policies published on its Website, as updated from time to time. Errors do not include, and Skydio has no obligation to correct, malfunctions caused in whole or in part by modification of Software, the operation of third-party products or the integration of Software with or into third-party products, improper installation of the Advanced Software or other Software, or the use of Software other than in accordance with the applicable specifications provided by Skydio. Support is only available for the current and single prior major release of Advanced Software. No other services are included under this Agreement.

- 22 **Administrators.** Customer shall designate up to three (3) of its employees to administer the Services on its behalf and serve as points of contact in communicating with us, as set forth in the applicable Confirmation or as otherwise agreed by the parties in writing (“**Administrators**”). If a person named as an Administrator leaves Customer’s employ, Customer may designate another one of its employees to serve as Administrator to replace the departing employee.
- 23 **Indemnification.** Skydio will indemnify Customer’s officers, directors, and employees (“**Customer Indemnitees**”) against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Customer Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Skydio under this Agreement, except to the extent of Customer’s negligence or willful misconduct, or claims under workers compensation.
- 24 **IP Indemnification.** Skydio will indemnify Customer Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Skydio Products or services infringes or misappropriates the third-party’s intellectual property rights. Customer must promptly provide Skydio with written notice of such claim, tender to Skydio the defense or settlement of such claim at Skydio’s expense and cooperate fully with Skydio in the defense or settlement of such claim. Skydio’s IP indemnification obligations do not apply to claims based on (a) modification of Skydio Products or services by Customer or a third-party not approved by Skydio; (b) use of Skydio Products and services in combination with hardware or services not approved by Skydio; (c) use of Skydio Products and services other than as permitted in this Agreement; or (d) use of Skydio Software that is not the most current release provided by Skydio.
- 25 **Customer Responsibilities.** Customer is responsible for (a) Customer’s use of Skydio Products; (b) breach of this Agreement or violation of applicable law by Customer or a Customer’s authorized end user; and (c) a dispute between Customer and a third-party over Customer’s use of Skydio Products.
- 26 **Export Sales and Export Controls.** Customer acknowledges that the Skydio Products, services and technology are subject to export controls under the laws and regulations of the United States (U.S.). Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of Skydio Products, services and technology and shall obtain all required U.S. and local authorizations, permits, or licenses. Skydio and Customer each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations and licenses, and to take timely action to obtain all required supporting documentation.

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114 Hazel Ave.,
Redwood City, CA 94061
legal@skydio.com

SKYDIO is a trademark and service mark of Skydio, Inc. Visit Skydio’s Web Site at www.skydio.com

Axon Commander™ Software Appendix

- 5 **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license

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to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.

- 6 **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.

- 7 **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 7.1 modify, tamper with, repair, or otherwise create derivative works of Commander;
 - 7.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 7.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 7.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 7.5 use trade secret information contained in Commander;
 - 7.6 resell, rent, loan or sublicense Commander;
 - 7.7 access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
 - 7.8 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.

- 8 **Support.** Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.

- 9 **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.



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Axon Application Programming Interface Appendix

- 1 **Definitions.**
"API Client" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

"API Interface" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

"Axon Evidence Partner API, API or AXON API" (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

"Use" means any operation on Agency's data enabled by the supported API functionality.
- 2 **Purpose and License.**
2.1 Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
2.2 Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
2.3 Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.
- 3 **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.
- 4 **Agency Responsibilities.** When using API Service, Agency and its end users may not:
4.1 use API Service in any way other than as expressly permitted under this Agreement;
4.2 use in any way that results in, or could result in, any security breach to Axon;
4.3 perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
4.4 interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
4.5 reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
4.6 create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
4.7 provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
4.8 frame or mirror API Service on any other server, or wireless or Internet-based device;
4.9 make available to a third-party, any token, key, password or other login credentials to API Service;
4.10 take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.
- 5 **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:



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- 5.1 the design, structure and naming of API Service fields in all responses and requests;
 - 5.2 the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
 - 5.3 the structure of and relationship of API Service resources; and
 - 5.4 the design of API Service, in any part or as a whole.
- 6 **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
- 6.1 scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2 copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3 misrepresent the source or ownership; or
 - 6.4 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
- 7 **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.



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Advanced User Management Appendix

- 1 **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management (“**SCIM**”), and (c) automate group creation and management through SCIM.

- 2 **Advanced User Management Configuration.** Agency will work independently to configure Agency’s Advanced User Management for Agency’s applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



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Axon Channel Services Appendix

- 1 **Definitions.**
"Axon Digital Evidence Management System" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"Active Channel" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"Inactive Channel" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
- 2 **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
- 3 **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
- 4 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
- 6 **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
- 7 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
 - 7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 7.4 Ensure all appropriate data backups are performed;
 - 7.5 Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 7.6 Notify Axon of any network or machine maintenance that may impact the performance of



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- 7.7 the Channel Services; and
Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



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VIEVU Data Migration Appendix

- 1 **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

- 2 **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

- 3 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

- 4 **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

- 5 **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration

- 6 **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide the Axon written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.

- 7 **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.

- 8 **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

- 9 **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.

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Axon Support Engineer Appendix

- 1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("ASE") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
- 2 **Full-Time ASE Scope of Services.**
 - 2.1 A Full-Time ASE will work on-site four (4) days per week.
 - 2.2 Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.
 - 2.3 The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE Service options are listed below:

Ongoing System Set-up and Configuration

- Assisting with assigning cameras and registering docks
- Maintaining Agency's Axon Evidence account
- Connecting Agency to "Early Access" programs for new devices

Account Maintenance

- Conducting on-site training on new features and devices for Agency leadership team(s)
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly meetings to cover current issues and program status

Data Analysis

- Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
- Comparing Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

- Providing on-site, tier 1 and tier 2 technical support for Axon devices
- Proactively monitoring the health of Axon equipment
- Creating and monitoring RMAs on-site
- Providing Axon app support
- Monitoring and testing new firmware and workflows before they are released to Agency's production environment

Agency Advocacy

- Coordinating bi-annual voice of customer meetings with Axon's Device Management team
- Recording and tracking Agency feature requests and major bugs

- 3 **Regional ASE Scope of Services**
 - 3.1 A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
 - 3.2 There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
 - 3.3 The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:



Master Services and Purchasing Agreement between Axon and Agency (Online)

Account Maintenance

- Conducting remote training on new features and devices for Agency's leadership
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly conference calls to cover current issues and program status
- Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

Direct Support

- Providing remote, tier 1 and tier 2 technical support for Axon devices
- Creating and monitoring RMAs remotely

Data Analysis

- Providing quarterly Axon usage data to identify trends and program efficiency opportunities
- Comparing an Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

- Coordinating bi-yearly Voice of Agency meetings with Device Management team
- Recording and tracking Agency feature requests and major bugs

4 **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5 **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.

RESOLUTION NO. 21-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
RATIFYING AGREEMENT WITH AXON ENTERPRISE, INC. FOR PURCHASE OF
IN-CAR VIDEO EQUIPMENT, LICENSES AND STORAGE**

WHEREAS, the City has chosen Axon Enterprises, Inc. to provide body cameras, tasers and in car video equipment to the new Police force; and

WHEREAS, Axon Enterprises has provided that the sole source justification exists because the goods and services provided in the agreement are only manufactured and available for purchase from Axon Enterprises. Lathrop Municipal Code (LMC) 2.36.110 provides exemption from bidding procedures for sole source purchases; and

WHEREAS, the contract was signed referencing Lathrop Municipal Code (LMC) Section 2.36.080 Purchasing System: Emergency Procedures. The purchasing procedures may be eliminated for the following reasons as determined by the Department Head: "2. To efficiently and timely maintain essential public services". In-car video equipment, licenses and storage was determined to be an essential public service and due to the timeliness surrounding the new Police Department the contract was signed and is being brought forth for ratification at the proceeding City Council meeting on November 11, 2021; and

WHEREAS, the Axon system is leased and unifies the operation of the body cameras, tasers and in car video and provides storage for all the data gathered from them; and

WHEREAS, the system allows retrieval and use that complies with all legal requirements and is easily retrievable by all authorized personnel; and

WHEREAS, the equipment, which will be maintained by Axon, will be replaced when necessary avoiding the need for highly technical staff support and assuring the equipment remains functional and evidence produced will be legally viable; and

WHEREAS, Axon also provides training and support for all their products leased by the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby ratify the agreement with Axon Enterprise, Inc. for Purchase of In-Car Video Equipment, Licenses and Storage.

The foregoing resolution was passed and adopted this 8th day of November, 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



Master Services and Purchasing Agreement between Axon and Agency (Online)

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

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7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.

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- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be

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understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com


Agency:
Attn:
Street Address
City, State, Zip
Email

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or


understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature:  _____
Name: Robert E. Driscoll, Jr.
Title: VP, Assoc. General Counsel
Date: 10/25/2021

Agency

Signature:  _____
Name: STEPHEN J. SALVATORE
Title: CITY MANAGER
Date: 10-28-21



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Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately



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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon

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competition of the OSP 7 Term ("Axon Records Subscription")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 17** **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will

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survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>

- 3 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:



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<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency • Does not include physical mounting of docks
<p>Axon instructor training (Train the Trainer) Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5 **CEW Services Packages.** CEW Services Packages are detailed below:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout</p>
<p>Best practice implementation planning session to include:</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon Evidence instructor training</p> <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency
<p>TASER CEW inspection and device assignment Axon’s on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>

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For the CEW Full Service Package: On-site assistance included.
For the CEW Starter Package: Virtual assistance included.

6 Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs
 Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons
 Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 Signal Sidearm Installation Service. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 Out of Scope Services. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 Delivery of Services. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 Access Computer Systems to Perform Services. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 Site Preparation. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

12 Acceptance. When Axon completes professional Services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in



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substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

- 13 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
- 8 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



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- 8.2 Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
 - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)

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remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 6 **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

- 8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

- 8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.



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Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



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Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

- 1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

- 2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes.
- 3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.
- 4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.



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Axon Virtual Reality Content Terms of Use Appendix

- 1 **Term.** The Quote will detail the duration of the Virtual Reality Content license.
- 2 **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.
- 3 **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1 modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
 - 3.2 reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
 - 3.3 copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
 - 3.4 use trade secret information contained in Virtual Reality Content;
 - 3.5 resell, rent, loan or sublicense Virtual Reality Content;
 - 3.6 access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
 - 3.7 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.
- 4 **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



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Flock Software Terms of Use Appendix

1 Definitions.

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

"Aggregated Data" means information that relates to a group or category of customers, from which individual customer identities have been removed, that is not linked or reasonably linkable to any customer, including via a device.

"Authorized End User" shall mean any individual employees, agents, or contractors of Customer accessing or using the Flock Services through the Web Interface, under the rights granted to Customer pursuant to this Agreement.

"Customer Data" will mean the data, media and content provided by Customer through the Flock Services. For the avoidance of doubt, the Customer Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

"Documentation" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Customer in accordance with the terms of this Agreement.

"Embedded Software" will mean the software and/or firmware embedded or preinstalled on the Hardware.

"Flock IP" will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Customer and/or its Authorized End Users in connection with the foregoing.

"Flock Services" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

"Flock System" means collectively, the Hardware, Embedded Software, and Flock Services.

"Footage" means still images and/or video captured by the Hardware in the course of and provided via the Flock Services.

"Hardware" shall mean the Flock cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term **"Hardware"** excludes the Embedded Software.

"Implementation Fee(s)" means the monetary fees associated with the Installation Services, as defined in Section 1.9 below.

"Installation Services" means the services provided by Flock including the installation, placements and configuration of the Hardware, pursuant to any Statement of Work.

"Non-Customer End User" means a Flock customer that has elected to give Customer access to its data in the Flock System.

"Non-Customer End User Data" means the Footage, geolocation data, environmental data and/or notifications of a Non-Customer End User.

"Support Services" shall mean On-site Services and Monitoring Services, as defined in Section 2.9 below.



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"Unit(s)" shall mean the Hardware together with the Embedded Software.

"Usage Fee" means the subscription fees to be paid by the Customer for ongoing access to Services and Hardware.

"Web Interface" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

2 Flock Services.

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the term of Customer's agreement, solely for the Authorized End Users. The Footage will be available for Customer's designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account, and select a password and username ("User ID"). Flock will also provide Customer with the Documentation to be used in accessing and using the Flock Services. Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which makes the Flock Services available to Customer and Authorized End Users. Flock will pass through any warranties that Flock receives from its then-current third-party service provider to the extent that such warranties can be provided to Customer. Except in the event of Flock's willful misconduct or negligence, such warranties as provided by such third-parties are Customer's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-party services, including without limitation, hosting the web interface. Customer agrees to comply with any acceptable use policies and other terms of any third party service provider that are provided or otherwise made available to Customer from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Customer to use the Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Customer's internal purposes in connection with its use of the Flock Services as contemplated herein.

2.4 Usage Restrictions. The purpose for usage of the Hardware, Documentation, Services, support, and Flock IP is solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("**Permitted Purpose**"). Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Customer

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acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services or Flock IP; (vi) use the Flock Services, support, Hardware, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Customer's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Customer or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Customer to access the Flock; or (f) Customer has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose, and has failed to cure such violation within thirty days following written notice of such violation from Flock (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Flock Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will extend the Customer's term by the duration of any suspension (for any continuous suspension lasting at least one full day) where the Service Suspension is not caused by the direct Customer's actions or by the actions of parties associated with the Customer. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer or any Authorized End User may incur as a result of a Service Suspension.

2.7 Installation Services.

2.7.1. Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Customer on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice regarding the location of positioning of such Units, Customer will have the ultimate decision regarding the location, position and angle of the Units (each Unit location so designated by Customer, a "**Designated Location**"). Due to the fact that Customer selects the Designated Location, Flock shall have no liability to Customer resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations. After an installation plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the installation plan

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driven by Customer's request will incur a \$250 charge in addition to any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, changes to heights of poles, and removing foliage.

- 2.7.2. Customer's Installation Obligations.** Customer agrees to allow Flock and its agents reasonable access to the designated installation locations at all reasonable times upon reasonable notice for the purpose of performing the installation work (together with the preceding sentence, the "**Customer Installation Obligations**"). It is understood that the Implementation Fees do not include any permits or associated costs, any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or any other services performed in connection therewith and that Customer shall be solely responsible for the foregoing. Customer represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.
- 2.7.3. Flock's Installation Obligations.** The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Customer. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Customer can opt out of Flock's access to Footage after the initial installation which would waive Flock's responsibility to ensure such action was successful. Customer understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.
- 2.7.4. Theft and Damage.** Flock agrees to replace the Hardware up to one (1) time during the Term of the Agreement, at no cost to Customer, in the event of theft or damage. Subsequent replacement due to damage or theft will be at Customer's own expense, at a replacement cost of three hundred dollars (\$300) per camera. Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.
- 2.7.5. Security Interest.** The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of Customer's Agreement. Customer agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Customer default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Customer authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

- 2.8 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this

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Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Customer and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and of Flock Services and may, from time to time, advise Customer on changes to the Services or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Customer with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Intentionally deleted.

2.11 Changes to Platform. Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety's products or services to its customers, (b) the competitive strength of, or market for, Flock Safety's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3 Customer Responsibilities.

3.1 Customer Obligations. Upon creation of a User ID, Customer agrees to provide Flock with accurate, complete, and updated registration information. Customer may not select as its User ID a name that Customer does not have the right to use, or another person's name with the intent to impersonate that person. Customer may not transfer its account to anyone else without prior written permission. Customer will not share its account or password with anyone and must protect the security of its account and password. Customer is responsible for any activity associated with its account. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Customer will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Customer facilities, as well as by means of assistance from Customer personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. To the extent allowed by the governing law of the state mentioned in Section 9.6, or if no state is mentioned in Section 9.6, by the law of the State of Georgia, Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of Customer's representations and warranties made pursuant to this Section 3.2, Customer's Installation Obligations, or otherwise from Customer's use of the Flock Services, Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the Flock Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.



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- 4 Confidentiality; Data, Feedback; Aggregated Statistics.**
- 4.1 Customer and Non-Customer End User Data.** As between Flock and Customer, all right, title and interest in the Customer Data and Non-Customer End User Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and Non-Customer End User Data and perform all acts with respect to the Customer Data and Non-Customer End User Data as may be necessary for Flock to provide the Flock Services to Customer, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Customer Data and Non-Customer End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). This Agreement does not by itself make any Non-Customer End User Data the sole property or the Proprietary Information of Customer.
- 4.2 Feedback.** If Customer provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.
- 4.3 Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Flock Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Customer acknowledges that Flock will be compiling Aggregated Data based on Customer Data and Non-Customer End User Data input into the Flock Services (“**Aggregated Data**”). Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes in connection with the Flock Services and other Flock offerings. No rights or licenses are granted except as expressly set forth herein.
- 4.4 Confidentiality.** Each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units (“**Customer Data**”). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will the Receiving Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary Information to send Customer alerts, such as when a car exits Customer’s neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from

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disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. In the event Customer requests Flock to enable law enforcement monitoring against law enforcement hotlists, Customer hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Customer Data (inclusive of any Footage and Footage search access) to enable law enforcement monitoring against law enforcement hotlists. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order, subject to Section 9.1 below.

5 **RESERVED.**

6 **RESERVED.**

7 **Remedy; Warranty; and Disclaimer.**

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Customer must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within seventy-two (72) hours after Customer notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall not be required to replace subsequently lost, damaged or stolen Units, however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Flock Services. Flock Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.



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7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE FLOCK SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE FLOCK SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE FLOCK SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7.5 Force Majeure. Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Customer or any Authorized End User.

8 Limitation of Liability and Indemnity.

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE FLOCK SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, CUSTOMER SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE FLOCK SERVICES.

8.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Customer will not pursue any claims or actions against Flock's suppliers.

8.3 Indemnity. Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Customer's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Customer End Users,

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or otherwise from Customer's use of the Flock Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the Flock Services, Flock may do so and may prohibit any use of the Flock Services it believes may be (or alleged to be) in violation of the Section 3.2 or this Agreement.

9 **Record Retention.**

9.1 **Data Preservation.** The Customer agrees to store Customer Data and Non-Customer End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Customer's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Customer Data or the Non-Customer End User Data, Customer agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Customer upon demand, provided, however, if Flock receives a disclosure request for Customer Data, Flock will give Customer notice, unless legally prohibited from doing so, to allow Customer to file an objection with the court or administrative body.

10 **Miscellaneous.**

10.1 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Flock Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.2 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in FAR section 2.101, the Flock Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.



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Skydio Terms of Use Appendix

1 Definitions.

"Advanced Software" means optional capabilities, functions or other features of the Onboard Software that may be specified and identified as such in the Quote. Skydio's characterization of capabilities, functions or other features as Advanced Software shall be dispositive. Notwithstanding any other provision herein, a software feature that is locked or otherwise disabled unless or until an Advanced Software Package is purchased for such software feature shall be deemed an Advanced Software. Advanced Software does not include Mobile Apps.

"Advanced Software Package" means an optional, additional-charge license right, specified in the Quote, pursuant to which Skydio shall unlock Advanced Software to permit Customer to use Advanced Software (and in some cases the Skydio Hardware that it controls).

"Authorized Devices" are (a) mobile devices that Customer owns or is authorized to use, and (b) controllers purchased by Customer hereunder, which in each case (a) and (b) are used by Customer to operate the Skydio Hardware purchased by Customer hereunder.

"Base Software" means capabilities, functions or other features of the Onboard Software that are both: (a) standard capabilities, functions or other features available and activated on Skydio's base consumer version of Skydio Hardware, and (b) available for use without purchase of Advanced Software Package. Base Software may be specified and identified as standard features in the Quote. Any capability, function, or feature that is not a Base Software shall be deemed an Advanced Software.

"Customer" means the customer procuring Skydio Products or services.

"Error" means a critical error in the Advanced Software that causes the Advanced Software to be inoperable.

"Skydio License Term" means with respect to an Advanced Software Package, the term of that Advanced Software Package, including (if applicable) the initial specified term and any renewal terms.

"Mobile Apps" means software applications (in executable form only), as may be specified on the Quote, that are specifically intended for use on a mobile device (and any Updates thereto).

"Onboard Software" means software, in executable format only, embedded into or otherwise pre-installed on Skydio Hardware as supplied by Skydio, and any Updates thereto, whether or not embedded on read only memory. Onboard Software includes Base Software and Advanced Software.

"Skydio Privacy Policy" means Skydio's privacy policy located at <https://www.skydio.com/privacy-policy> and as it may be amended from time to time by Skydio in its sole discretion.

"Product" means Skydio Hardware and Software, as provided by Skydio pursuant to this Agreement and any applicable Quote.

"Skydio Hardware" means drones and other unmanned aircraft, controllers, docks, accessories and related hardware that Customer purchases from Skydio or its distributors or resellers.

"Skydio Software" means Onboard Software and Mobile Apps.

"Support Term" means, for Base Software, the support term specified in the Quote, and, for each Advanced Software Package, the applicable Skydio License Term for such Advanced Software



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Package purchased hereunder.

"Updates" means any upgrades, updates, maintenance releases, bug fixes or modified versions of Skydio Software that Skydio may release from time to time.

2 **License.** Subject to and in accordance with the terms and conditions of this Agreement and further conditioned upon Customer's payment of all Fees, Skydio grants to Customer:

- 2.1 a limited, perpetual, non-exclusive, non-transferable (except as provided in Section 5 below titled "Transferability") right and license to use the Base Software solely on Skydio Hardware;
- 2.2 a limited, perpetual, non-exclusive, non-transferable right and license to download, install, execute and use Mobile Apps on Authorized Devices solely to operate Skydio Hardware in accordance with this Agreement;
- 2.3 if Customer purchases an Advanced Software Package for the use of an Advanced Software, as specified in the Quote, a limited, non-exclusive, non-transferable right and license, during the Skydio License Term of the Advanced Software Package, to use the Advanced Software on Skydio Hardware that Customer purchases from Skydio solely to operate the Skydio Hardware in accordance with this Agreement ("**Advanced Software License**"); and
- 2.4 a limited, non-exclusive, non-transferable right and license to install solely on Skydio Hardware any Updates to the Onboard Software, if and when provided by Skydio.

3 **Additional License Terms.** Additional License Terms. The license rights of Section 2 are limited to the United States, Canada and Japan.

- 3.1 Unless otherwise specified in the applicable Quote, the Advanced Software License is granted on a per-unit basis and it may only be exercised with respect to the specific units of Skydio Hardware identified on the applicable Quote or, if the Quote does not specify such units, then with respect to no more than the total number of Skydio Hardware units authorized on the Quote, or if such total number of units is not specified on the Quote, then only with respect to one (1) single Skydio Hardware unit ("**Authorized Units**").
- 3.2 Rights under the Advanced Software License are not transferable between Authorized Units. When an Advanced Software License is exercised on a specific Authorized Unit (by unlocking, activating, accessing or using the Advanced Software on that Authorized Unit), such Advanced Software License, or any rights thereof, cannot be transferred to a different unit of Skydio Hardware, except: (i) if Skydio replaces an Authorized Unit pursuant to a warranty claim, Skydio shall transfer to the replacement Authorized Unit, the Advanced Software License of the inoperable unit that is being replaced, and (ii) if a particular Authorized Unit is rendered permanently inoperable, Skydio shall, upon Customer's request, transfer the Advanced Software License rights to a replacement Authorized Unit, provided, however, that Skydio may condition such transfer on Customer returning to Skydio the remnants of the inoperable unit or other evidence of its inoperability.

4 **Limitations and Restrictions.** Except as otherwise expressly provided in this Agreement, the foregoing license grant excludes any right to, and Customer shall not (and shall not permit others to) do any of the following with respect to the Skydio Software: (i) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share, operate as a service bureau, or otherwise make any of it available for access by third parties; (ii) disassemble, reverse engineer or decompile it; (iii) copy, create derivative works based on or otherwise modify it; (iv) remove or modify a copyright, trademark, logo or other proprietary rights notice or brand labeling in it; (v) use it to reproduce, distribute, display, transmit, or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (vi) use it to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or otherwise engage, in a malicious act or disrupt its security, integrity or operation; (vii) install, execute or otherwise reproduce Onboard Software on any device other than the Skydio Hardware on which Skydio originally installed the Onboard Software; (viii) install any Skydio Software on any type of device not approved by Skydio; (ix) disable or otherwise circumvent

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any technological measures in Skydio Software to limit its installation, use or access; (x) unlock, activate, access or use an Advanced Software on any device other than as permitted under an Advanced Software Package purchased by Customer; and (xi) publish or release any benchmarking or performance data applicable to the Skydio Software.

- 5 **Transferability.** Subject to the terms and conditions of this Agreement, Customer may transfer the Base Software, including any relevant Base Software license rights, only on a permanent basis and as part of the sale or transfer of the Skydio Hardware on which the Base Software is loaded, provided that Customer retains no copies of any version of the Skydio Software. With the exception of the Base Software, Customer may not transfer any other Skydio Software or other Skydio Software license rights granted herein to another person or entity without the express written permission of Skydio, unless allowed by applicable law stating that transfer may not be restricted.
- 6 **Evaluation License.** Skydio may make certain Skydio Software available in object code form to end users only for evaluation, training or other limited non-commercial purposes without charging a Fee ("**Evaluation License**"). Where Skydio has provided an Evaluation License, all of the terms of this Agreement shall apply except that (i) Customer's license rights shall be limited to the evaluation of that Skydio Software, (ii) Customer shall not be required to pay a Fee for the evaluation of that Skydio Software and (iii) Skydio shall have the right to revoke the license to the Skydio Software at any time and for any reason.
- 7 **Updates.** The terms and conditions of this Agreement shall apply to all Updates or additional copies of the Skydio Software. Subject to the terms and conditions of this Agreement, including Customer's timely payment of all Fees due and owed to Skydio, Skydio will provide or make available to Customer, during the Support Term, Updates for Base Software, Mobile Apps and any Advanced Software that was enabled under the purchased Advanced Software Package on the Authorized Units. Notwithstanding any other provision of this Agreement, Customer has no license or right to use any Updates to the Advanced Software unless Customer holds a valid license to the Advanced Software and has paid any required Fees for such Advanced Software. Updates are solely provided on a "when-and-if-available" basis and as made generally available by Skydio to its customers. Customer shall promptly install any Updates that Skydio designates as required for the continued safe operation of Skydio Hardware or operation of any Advanced Software.
- 8 **Proprietary Notices.** Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Skydio Software in the same form and manner that such copyright and other proprietary notices are included on the Skydio Software.
- 9 **Intellectual Property.** Customer agrees that all worldwide patent, copyright and other intellectual property rights in the Product, and all copies of the Software however made (including copies pre-installed on the Skydio Hardware purchased by Customer) are the exclusive property of Skydio and its suppliers. All Skydio Software is licensed to Customer, not sold. All rights not expressly granted to Customer in this Agreement are reserved by Skydio and its suppliers. There are no implied licenses under this Agreement.
- 10 **Fees.** Skydio reserves the right to suspend and/or terminate access to the Skydio Software if any undisputed fees for Skydio Hardware or Software are past due. Such suspension or termination shall not relieve Customer from its obligation to pay all undisputed amounts.
- 11 **Third Party Software and Open Source Software.** The Skydio Software may include third party software, and open source software ("**OSS**"), and such software is provided under separate license terms.
 - 11.1 To the extent the licenses for any OSS requires Skydio to make available to Customer the corresponding source code included in the Skydio Software, Customer may obtain a copy of the applicable OSS source code by sending a written request to legal@skydio.com. The OSS license terms shall take precedence over this Agreement to the extent that this Agreement imposes greater restrictions on Customer than the applicable OSS license

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terms. Customer acknowledges receipt of notices for the Open Source Components for the initial delivery of the Skydio Software.

- 11.2** The use of third party software or applications, or the integration of such software or applications with the Skydio Software, (collectively, "**Third Party Applications**"), may result in Customer data or information being transferred to a third party. Skydio is not responsible for, and Customer agrees to hold Skydio harmless, for any data or information transferred to third parties in connection with your use of Third Party Applications.
- 12** **Commercial Item.** The Skydio Software and associated documentation are "commercial items" as defined at FAR 2.101 and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- 13** **Term and Termination.** This Agreement is effective upon Skydio Software purchase, activation or download, as applicable, and shall continue until terminated.
- 13.1 Paid License Term.** Each Advanced Software Package purchased hereunder shall have its own Skydio License Term. Each Skydio License Term shall have an initial term for the time period set forth on the Quote and that the Skydio License Term shall automatically extend for successive additional one (1) year renewal terms thereafter if any (subject to payment of the then-current applicable license fees for each such renewal term) unless either party give notice to the other of its intention not to renew the Skydio License Term at least thirty (30) days before expiration of the then-current initial or renewal term, as the case may be ("**Renewal Terms**"). If a Skydio License Term is not set forth in the Quote, each Skydio License Term shall have an initial term that commences upon the date of provisioning of the Skydio Software and expires one (1) year later; provided, however, that the Skydio License Term shall automatically extend per the Renewal Terms. Unless Skydio terminates this Agreement for breach by Customer, the perpetual licenses to use Base Software shall survive.
- 13.2 Free or Trial License Term.** If you have obtained a license to a free version of the Skydio Software, then your license will continue until terminated in accordance with this Agreement. If you have obtained a trial license to the Skydio Software, then your license will continue for such time period as may be specified by Skydio with respect to such trial (and if no period is specified, for 30 days). Skydio may terminate a trial license at any time in its sole discretion.
- 13.3 Termination.** Skydio may terminate Customer's license rights under this Agreement immediately without notice if Customer fails to comply with any terms of this Agreement or Customer fails to make any payment as required hereunder. In no event will termination relieve Customer of its obligation to pay any fees payable for Skydio Hardware or Software. Upon termination or expiration of this Agreement for any reason, Customer shall immediately cease using any Skydio Software and must destroy or return to Skydio all copies of the Skydio Software and associated documentation in its possession or control. The following sections shall survive the termination or expiration of this Agreement: Sections 1, 2(a), 2(b), 2(d), 4, 5 and 7-26.
- 14** **End of Life.** Skydio may discontinue the provision of any Skydio Software, support or Updates in its sole discretion in accordance with, and any licenses granted herein are subject to, Skydio Product End of Life Policy, which is available at <https://support.skydio.com/hc/en-us/articles/360057153714>, and is hereby incorporated by reference herein.



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- 15 **Limited Warranty.** The only warranty that Skydio provides with respect to any Skydio products or services is the written limited warranty statement provided with the products or services or as otherwise set forth at <https://skydio.com/warranty-terms> ("Limited Warranty").
- 16 **Limitations.** Any use of the Skydio Hardware and Software, including any reliance upon or use of any of the information generated thereby, shall be at Customer's and its authorized users' sole risk. Except as expressly set forth in the Limited Warranty and to the extent permitted by law, the Products are provided "as is" and "as available" without warranty of any kind (all of which are hereby disclaimed), whether express, implied or statutory, including the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty set forth in the Limited Warranty and by the provisions in this Agreement. Skydio's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Skydio Products or any service will not exceed the amounts paid by Customer in the 12 months prior to the action giving rise to the liability. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 17 **Safety and Compliance.** Customer and Customer's authorized users agree to use the Skydio Hardware only in a manner that complies with all laws. Customer shall ensure that it and its authorized users operate product in accordance with the information and warnings set forth at <https://www.skydio.com/safety> (the "Safety and Operating Guide"). Customer acknowledges that improper operation of the unmanned aircraft systems may cause injury to persons or property. Customer shall at all times comply with all applicable local, state, national, and international laws and regulations related to the operation of unmanned aircraft systems in any territory of operation, including any applicable laws and orders with regard to privacy, pilot licensure, operating within visual line of sight (unless the Customer has received proper approval from a civil aviation authority waiving such limitation), detecting and avoiding other aircraft, and airspace restrictions (such as temporary flight restrictions issued by Federal Aviation Administration or other appropriate government agencies). Customer shall obtain and maintain all necessary licenses, consent, and authorizations of any kind necessary to operate unmanned aircraft systems.
- 18 **Feedback.** If Customer or Customer's authorized users send Skydio comments, suggestions, ideas, materials, notes, drawings, concepts or other information (collectively, "Submissions"), Customer and Customer's authorized users (as applicable) grant to Skydio a worldwide, non-exclusive, perpetual, irrevocable, transferable, sub-licensable, royalty-free license to use, copy, modify, publicly display, publicly perform, distribute and otherwise exploit the Submissions. None of the Submissions shall be subject to any obligation of confidentiality on Skydio's part, and Skydio shall not be liable for any use or disclosure of any Submissions.
- 19 **Privacy.** Skydio shall, in providing the Products, comply with Skydio Privacy Policy to the extent that Customer provides Skydio with personally identifiable information.
- 20 **Mapbox Terms.** The Mobile App uses features and content provided by Mapbox, such as maps and locations on a map. Use of any such Mapbox features and content is subject to the then-current version of Mapbox's terms and privacy policy, which can be found at <https://www.mapbox.com/legal/tos/>, including the Mapbox Government Terms of Service, which can be found at <https://www.mapbox.com/legal/usg-tos>, and you hereby agree to comply with such terms. You can opt out of location telemetry reporting pursuant to such terms.
- 21 **Services.** In accordance with this Agreement, so long as Customer timely pays all amounts owed hereunder, Skydio shall render to Customer, during the applicable Skydio License Term of each Advanced Software Package purchased hereunder, the support services consisting of: (a) providing Customer's named Administrators (defined below) with consultation in English, via telephone and email, during Skydio's normal business hours (9AM to 5PM PST) to assist in using the Advanced Software licensed under the Advanced Software Package; and (b) making reasonable efforts to

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correct any critical error in the Advanced Software that causes the Advanced Software to be inoperable ("**Error**"), all in accordance with Skydio's support policies published on its Website, as updated from time to time. Errors do not include, and Skydio has no obligation to correct, malfunctions caused in whole or in part by modification of Software, the operation of third-party products or the integration of Software with or into third-party products, improper installation of the Advanced Software or other Software, or the use of Software other than in accordance with the applicable specifications provided by Skydio. Support is only available for the current and single prior major release of Advanced Software. No other services are included under this Agreement.

- 22 **Administrators.** Customer shall designate up to three (3) of its employees to administer the Services on its behalf and serve as points of contact in communicating with us, as set forth in the applicable Confirmation or as otherwise agreed by the parties in writing ("**Administrators**"). If a person named as an Administrator leaves Customer's employ, Customer may designate another one of its employees to serve as Administrator to replace the departing employee.
- 23 **Indemnification.** Skydio will indemnify Customer's officers, directors, and employees ("**Customer Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Customer Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Skydio under this Agreement, except to the extent of Customer's negligence or willful misconduct, or claims under workers compensation.
- 24 **IP Indemnification.** Skydio will indemnify Customer Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Skydio Products or services infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Skydio with written notice of such claim, tender to Skydio the defense or settlement of such claim at Skydio's expense and cooperate fully with Skydio in the defense or settlement of such claim. Skydio's IP indemnification obligations do not apply to claims based on (a) modification of Skydio Products or services by Customer or a third-party not approved by Skydio; (b) use of Skydio Products and services in combination with hardware or services not approved by Skydio; (c) use of Skydio Products and services other than as permitted in this Agreement; or (d) use of Skydio Software that is not the most current release provided by Skydio.
- 25 **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Skydio Products; (b) breach of this Agreement or violation of applicable law by Customer or a Customer's authorized end user; and (c) a dispute between Customer and a third-party over Customer's use of Skydio Products.
- 26 **Export Sales and Export Controls.** Customer acknowledges that the Skydio Products, services and technology are subject to export controls under the laws and regulations of the United States (U.S.). Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of Skydio Products, services and technology and shall obtain all required U.S. and local authorizations, permits, or licenses. Skydio and Customer each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations and licenses, and to take timely action to obtain all required supporting documentation.

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Skydio, Inc.
114 Hazel Ave.,
Redwood City, CA 94061
legal@skydio.com

SKYDIO is a trademark and service mark of Skydio, Inc. Visit Skydio's Web Site at www.skydio.com

Axon Commander™ Software Appendix

- 5 **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license

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to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.

- 6 **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.

- 7 **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 7.1 modify, tamper with, repair, or otherwise create derivative works of Commander;
 - 7.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 7.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 7.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 7.5 use trade secret information contained in Commander;
 - 7.6 resell, rent, loan or sublicense Commander;
 - 7.7 access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
 - 7.8 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.

- 8 **Support.** Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.

- 9 **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.



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Axon Application Programming Interface Appendix

- 1 **Definitions.**

"API Client" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

"API Interface" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

"Axon Evidence Partner API, API or AXON API" (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

"Use" means any operation on Agency's data enabled by the supported API functionality.
- 2 **Purpose and License.**
 - 2.1 Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
 - 2.2 Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
 - 2.3 Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.
- 3 **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.
- 4 **Agency Responsibilities.** When using API Service, Agency and its end users may not:
 - 4.1 use API Service in any way other than as expressly permitted under this Agreement;
 - 4.2 use in any way that results in, or could result in, any security breach to Axon;
 - 4.3 perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
 - 4.4 interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
 - 4.5 reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
 - 4.6 create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
 - 4.7 provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
 - 4.8 frame or mirror API Service on any other server, or wireless or Internet-based device;
 - 4.9 make available to a third-party, any token, key, password or other login credentials to API Service;
 - 4.10 take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.
- 5 **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:



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- 5.1 the design, structure and naming of API Service fields in all responses and requests;
 - 5.2 the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
 - 5.3 the structure of and relationship of API Service resources; and
 - 5.4 the design of API Service, in any part or as a whole.
- 6 **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
- 6.1 scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2 copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3 misrepresent the source or ownership; or
 - 6.4 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
- 7 **API Updates.** Axon may update or modify the API Service from time to time (“API Update”). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency’s API Client required as a result of such API Update. API Updates may adversely affect how Agency’s API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.



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Advanced User Management Appendix

- 1 **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

- 2 **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



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Axon Channel Services Appendix

- 1 **Definitions.**

"Axon Digital Evidence Management System" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"Active Channel" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"Inactive Channel" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
- 2 **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
- 3 **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
- 4 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
- 6 **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
- 7 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
 - 7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 7.4 Ensure all appropriate data backups are performed;
 - 7.5 Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 7.6 Notify Axon of any network or machine maintenance that may impact the performance of



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- the Channel Services; and
- 7.7 Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



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VIEVU Data Migration Appendix

1 **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

2 **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4 **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5 **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration

6 **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide the Axon written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.

7 **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.

8 **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9 **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.



**Master Services and Purchasing Agreement
between Axon and Agency (Online)**

Axon Support Engineer Appendix

- 1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer (“ASE”) services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
- 2 **Full-Time ASE Scope of Services.**
 - 2.1 A Full-Time ASE will work on-site four (4) days per week.
 - 2.2 Agency’s Axon sales representative and Axon’s Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency’s needs and availability of a Full-Time ASE.
 - 2.3 The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE Service options are listed below:

Ongoing System Set-up and Configuration

- Assisting with assigning cameras and registering docks
- Maintaining Agency’s Axon Evidence account
- Connecting Agency to “Early Access” programs for new devices

Account Maintenance

- Conducting on-site training on new features and devices for Agency leadership team(s)
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly meetings to cover current issues and program status

Data Analysis

- Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
- Comparing Agency’s Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

- Providing on-site, tier 1 and tier 2 technical support for Axon devices
- Proactively monitoring the health of Axon equipment
- Creating and monitoring RMAs on-site
- Providing Axon app support
- Monitoring and testing new firmware and workflows before they are released to Agency’s production environment

Agency Advocacy

- Coordinating bi-annual voice of customer meetings with Axon’s Device Management team
- Recording and tracking Agency feature requests and major bugs

3 **Regional ASE Scope of Services**

- 3.1 A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
- 3.2 There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
- 3.3 The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:

Title: Master Services and Purchasing Agreement between Axon and Agency (Online)

Department: Legal

Version: 1.0

Release Date: 3/31/2021



Master Services and Purchasing Agreement between Axon and Agency (Online)

Account Maintenance

- Conducting remote training on new features and devices for Agency's leadership
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly conference calls to cover current issues and program status
- Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

Direct Support

- Providing remote, tier 1 and tier 2 technical support for Axon devices
- Creating and monitoring RMAs remotely

Data Analysis

- Providing quarterly Axon usage data to identify trends and program efficiency opportunities
- Comparing an Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

- Coordinating bi-yearly Voice of Agency meetings with Device Management team
- Recording and tracking Agency feature requests and major bugs

4 **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5 **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.

RESOLUTION NO. 21-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
RATIFYING AGREEMENT WITH EMERGENCY VEHICLE OUTFITTERS (EVO)
FOR THE PURCHASE AND INSTALLATION OF POLICE EQUIPMENT IN THE
NEW LATHROP POLICE DEPARTMENT FLEET**

WHEREAS, on June 14, 2021 Council approved the purchase of eleven (11) Police vehicles that will establish the fleet for the new Police Department; and

WHEREAS, an additional twelve (12) new Police vehicles were approved by Council on September 13, 2021; and

WHEREAS, upfitting these vehicles is the next step in preparing them for service; and

WHEREAS, the vehicle upfitting process includes installing emergency lights, partitions and all other modern auxiliary equipment needed for the patrol vehicle to enhance officer safety and productivity; and

WHEREAS quotes were solicited and Emergency Vehicle Outfitters of Elk Grove, CA was the lowest, responsive and responsible quote received; and

WHEREAS, the contract was signed referencing Lathrop Municipal Code (LMC) Section 2.36.080 Purchasing System: Emergency Procedures. The purchasing procedures may be eliminated for the following reasons as determined by the Department Head: "2. To efficiently and timely maintain essential public services". Police Department vehicle upfitting was determined to be an essential public service and due to the timeliness surrounding the new Police Department the contract was signed and is being brought forth for ratification at the proceeding City Council meeting on November 11, 2021.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby Ratify the Agreement with Emergency Vehicle Outfitters (EVO) for the Purchase and Installation of Police Equipment in the New Lathrop Police Department Fleet

The foregoing resolution was passed and adopted this 8th day of November, 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

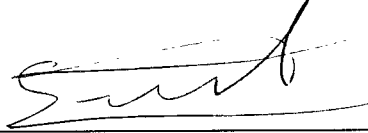
ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:



Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

CITY OF LATHROP EMERGENCY CONTRACT WITH EMERGENCY VEHICLE OUTFITTERS FOR THE PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT FOR THE CITY OF LATHROP POLICE DEPARTMENT VEHICLE FLEET TO PROVIDE ESSENTIAL PUBLIC SAFETY SERVICES

THIS AGREEMENT, dated for convenience this 26th day of October 2021 is by and between **EMERGENCY VEHICLE OUTFITTERS** ("CONTRACTOR") and the **CITY OF LATHROP**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform Installation Services of Police Vehicle Equipment, which will be required by this agreement; and

WHEREAS, CITY selected the CONTRACTOR as the most qualified to perform these services; and

WHEREAS, CONTRACTOR is able and willing to render such Police Vehicle Equipment Installation Services in the time required to ensure all vehicles are ready to enter service on July 1, 2022 as part of the newly formed Lathrop Police Department; and

WHEREAS, fully outfitted vehicles are necessary by July 1, 2022 to allow the City to maintain essential public police services and thereby preserve life, property, public health, safety and welfare pursuant to LMC 2.36.080;

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

AGREEMENT

(1) Scope of Service

CONTRACTOR agrees to perform services in conformance with scope of work, Exhibit A, submitted by the CONTRACTOR, herein by reference. CONTRACTOR agrees to diligently perform these services in accordance with the standards of its profession and CITY'S satisfaction.

(2) Compensation

CITY hereby agrees to pay CONTRACTOR a sum-not-to-exceed \$492,258 for the purchase and installation services of police vehicle equipment as set forth in Exhibit "A" and a contingency budget of 10% or \$44,750 which will require separate City Manager authorization prior to use. CONTRACTOR shall be paid within thirty

ATTACHMENT " K "

**CITY OF LATHROP – EMERGENCY VEHICLE OUTFITTERS
PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT**

(30) days of receipt of billings containing all information contained in Paragraph 5 below. In no event shall CONTRACTOR be entitled to compensation for work not included in Exhibit "A" unless CITY's City Manager executes a written change order or authorization describing the extra work and payment terms prior to the commencement of the work.

(3) Effective Date and Term

The effective date of this Agreement is **October 28, 2021** and it shall terminate no later than **June 30, 2022**.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. CONTRACTOR expressly warrants not to represent, at any time or in any manner, that CONTRACTOR is an employee of the CITY.

(5) Billings

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

(6) Advice and Status Reporting

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

(7) Assignment and Subcontracting

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

**CITY OF LATHROP – EMERGENCY VEHICLE OUTFITTERS
PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT**

(8) Assignment of Personnel

CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONTRACTOR to remove a person assigned to the work called for under this Agreement, CONTRACTOR agrees to do so immediately, regardless of the reason, or the lack of a reason, according to the CITY'S request.

(9) Insurance

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

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

**CITY OF LATHROP – EMERGENCY VEHICLE OUTFITTERS
PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT**

from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insider's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
 - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
 - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONTRACTOR shall provide written notice to CITY at CONTRACTOR'S earliest possible opportunity and in no case later than five days after CONTRACTOR is notified of the change in

**CITY OF LATHROP – EMERGENCY VEHICLE OUTFITTERS
PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT**

coverage.

- (d) In addition to any other remedies CITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONTRACTOR to stop work under this Agreement or withhold any payment which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

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

(10) Indemnification - CONTRACTOR'S Responsibility

Notwithstanding anything contrary to anything contained in the Agreement CONTRACTOR agrees to defend and hold City of Lathrop harmless from and against any and all loss, cost, liability and expense from third party claims where any equipment provided and installed by CONTRACTOR hereunder is the sole and direct cause of any property damage or personal injury (as opposed to cases where failure or malfunction of the system merely contributes to a loss or injury started from another source), or where an employee of CONTRACTOR causes personal injury or property damage in performing the installation or servicing of equipment while on User's premises or where the loss or injury is caused by negligent acts or omissions of installers or maintenance personnel of CONTRACTOR, constituting intentional and willful misconduct. User shall indemnify, defend, protect and hold CONTRACTOR harmless from and against any and all property loss claims including all third party property losses except where any equipment provided and installed by CONTRACTOR hereunder is the sole and direct cause of any property damage or personal injury (as opposed to cases where failure or malfunction of the system merely contributes to a loss or injury started from another source), or where an employee of CONTRACTOR causes personal injury or property damage in performing the installation or servicing of equipment while on User's premises or where the loss or injury is caused by negligent acts or omissions of installers or maintenance personnel of CONTRACTOR, constituting intentional and willful misconduct.. For any third

**CITY OF LATHROP – EMERGENCY VEHICLE OUTFITTERS
PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT**

party losses where CONTRACTOR's actions while on site are the sole and direct cause of aforesaid loss vs equipment or monitoring failure, CONTRACTOR has the duty to defend as set forth in Section 2778 of the California Civil Code.

(11) Licenses

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

(12) Business Licenses

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

(13) Termination

Either CITY or CONTRACTOR may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONTRACTOR shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONTRACTOR'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONTRACTOR or prepared by or for CONTRACTOR or the CITY in connection with this Agreement.

(14) Funding

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

(15) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission.

**CITY OF LATHROP – EMERGENCY VEHICLE OUTFITTERS
PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT**

Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

Copy to: City of Lathrop
Information Technologies
390 Towne Centre
Lathrop, CA 95330

MAIN: (209) 941-7340
FAX: (209) 941-7439

To CONTRACTOR:

**Emergency Vehicle Outfitters
9858 Kent Street
Elk Grove, CA 95627**

Phone: (916) 685-0800
Fax: (916) 685-0883

(16) Miscellaneous

- (a) **Consent.** Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) **Controlling Law.** The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) **Definitions.** The definitions and terms are as defined in these specifications.
- (d) **Force Majeure.** Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

**CITY OF LATHROP – EMERGENCY VEHICLE OUTFITTERS
PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT**

- (e) **Headings.** The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) **Incorporation of Documents.** All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) **Integration.** This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) **Modification of Agreement.** This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) **Status of CONTRACTOR.** In the exercise of rights and obligations under this Agreement, 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 right and benefits.
- (l) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

**CITY OF LATHROP – EMERGENCY VEHICLE OUTFITTERS
PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT**

- (m) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) **Recovery of Costs.** The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(17) Notice to Proceed

Prior to commencing work under this agreement, 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.

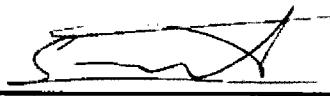
(18) Signatures

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR 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 – EMERGENCY VEHICLE OUTFITTERS
PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT**

Approved as to Form:


City of Lathrop
City Attorney



Salvador Navarrete 10-25-2021
Date

Recommended for Approval:


City of Lathrop
Chief Information Officer



Tony Fernandes 10-25-2021
Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330




Stephen J. Salvatore 10-28-21
Date
City Manager

CONTRACTOR:

Emergency Vehicle Outfitter
9858 Kent Street
Elk Grove, CA 95624

Fed ID # 45-4509185
Business/License # 17236 N/A



Signature 10-21-2021
Date
SHAHEEL HUSSEIN - OPERATION MANAGER.
(Print Name and Title)

EXHIBIT "A"



Emergency Vehicle Outfitters

9858 Kent Street
 Elk Grove, CA 95624

Phone : (916) 685 0800

Date 9/29/2021
 Quote # 15158

Bill To

Ship To

Terms **Net 30** Due Date **9/26/2021**

Item	Description	Qty	Net	Total
INS ACCLABOR	INSTALLATION OF CUSTOM BOX ELEVATED WITH BRACKET FABRICATION AND MOUNTING REAR EQUIPMENT	16	400.00	6,400.00
TP CP-UV20-CARGO	2020 PI Utility lilt-up cargo mount w/gas shocks	16	595.00	9,520.00T
TP AC-20-UV-TRAY	2020 PI Utility electronics tray bolts to CP-UV20-CARGO	16	195.55	3,128.80T
INS INSTALL	Accessories INSTALLATION OF MODEM SYSTEM INTO FORD UTILITY	16	350.00	5,600.00T
TS 78815	STANDARD NMO 3/4 BRASS BASE WITH 17 FT RG 58 NO CONNECTOR	32	19.99	639.68T
JD 425-3816	MAGNETIC MIC - TWO PIECE - MAGIC MIC SINGLE PACK	32	29.99	959.68T
BS 7615B	Solenoid Timer 120A 12VDC ATD	16	132.99	2,127.84T
BCI 153100-ST	100 AMP CIRCUIT BREAKER	16	29.99	479.84T
BS 5026	FUSE BLOCK 12 CIRCUIT W/ GROUND	16	29.99	479.84T
SHIPPING IN	SHIPPING FEE CHARGED BY VENDORS	16	365.00	5,840.00T
INS INSTALL	Customer Supplied AXON system install	16	650.00	10,400.00T
IVE SHOPPARTS-OUT	SHOP PARTS WIRES, CLAMPS, LOOM, FUSE HOLDER MISC BRACKETS	16	198.75	3,180.00T
INS INSTALL	INSTALLATION OF ABOVE EQUIPMENT INSTALLED INTO FORD UTILITY PER NEW LATHROP SPEC	16	3,750.00	60,000.00T

Subtotal	\$352,361.92
Sales Tax (8.75%)	\$30,271.67
Total	\$382,633.59

Fax : (916) 685 0883	e-mail: service@emergencyvehicleoutfitters.net
Installation dept: (916) 550 SHOP	www.emergencyvehicleoutfitters.net



Emergency Vehicle Outfitters

9858 Kent Street
Elk Grove, CA 95624

Phone : (916) 685 0800

Date 9/29/2021

Quote # 15158

Bill To

Ship To

Terms Net 30

Due Date 9/26/2021

Item	Description	Qty	Net	Total
SC 1	870 REMINGTON SHOTGUN LOCK	16	96.75	1,548.00T
SC 6-2	GEN 2 UNIVERSAL GUN LOCK WITH #2 KEYS	16	149.99	2,399.84T
TP TP-E-SL6-US-SS	Prisoner Cell Universal Stash-n-Stow; Sliding window, Square hole punched	16	669.52	10,712.32T
TP SAB-20-FDUV	2020 PI Utility partition mounting kit. 100% seat slide.	16	0.00	0.00T
TP KP-UV20-DAP-SS	2020 PI Utility 3-pc. Kick panel w/foot pockets - Use with Big-Boy mount	16	139.99	2,239.84T
TP PS-20-UVFX-OS-R	Rear Cargo Partition/Plastic Seat	16	1,400.20	22,403.20T
TP DP-UV20-SET	2020+ Ford PIU Plastic seat with OS belts, rear partition (square-hole), with fire compartment	16	200.07	3,201.12T
TP WG-20-FDUV-SET	2020 PI Utility driver and passenger side door panel (SET)	16	198.56	3,176.96T
EVCC BOX	2020 PI Utility driver/passenger side window guards, welded bars, vertical design. Rear Box CUSTOM - 1-DRAWER BOX 40-1/2"L X 47"W X 12"H - FULL-WITH DRAWER WITH DIVIDER, (2) LOCKING TRIGGER LATCHES, AND A SIMPLEX LOCK - 2" LIP ON 4-SIDES OF TOP - REFERENCE NUMBER 1292	16	1,545.00	24,720.00T

Subtotal	
Sales Tax (8.75%)	
Total	
Fax :(916) 685 0883	e-mail: service@emergencyvehicleoutfitters.net
Installation dept: (916) 550 SHOP	www.emergencyvehicleoutfitters.net



Emergency Vehicle Outfitters

9858 Kent Street
Elk Grove, CA 95624

Phone : (916) 685 0800

Date 9/29/2021
Quote # 15158

Bill To

Ship To

Terms Net 30 Due Date 9/26/2021

Item	Description	Qty	Net	Total
TP FP-BLNK2	2 INCH BLANK	32	0.00	0.00T
TP FP-USB-2DC	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	16	58.50	936.00T
TP INBHG-2	INTERNAL DUAL BEV HLDR	16	49.95	799.20T
TP AC-MCM1	MIC CLIP AND PLATE	32	10.99	351.68T
TP AC-TB-ARMMNT-5B	Console mounted height adjustable arm rest	16	149.75	2,396.00T
TP CM-UMSH-SA-LED	U-mount Dock-Station Mount	16	246.55	3,944.80T
IVE SO PARTS-OUT	Short U bracket mount w/swing arm for docking station.			
IVE SO PARTS-OUT	TP AC-PENPRTR-FP HEIGHT-ADJUSTABLE PRINTER MOUNT AND PRINTER HOUSING BOLTS TO FLOOR PLATE DOCKING STATION	16	325.49	5,207.84T
IVE SO PARTS-OUT	7170 GAMBER JOHNSON GETAC S410 DOCKING STATION WITH GETAC 120W AUTO POWER SUPPLY	16	1,025.00	16,400.00T
TP GM-SGRF-MNT	GUNLOCK			
TP GM-B-SC1AR-BKT	DUAL WEAPON MOUNT, SPECIFY GUN LOCKS AT TIME OF ORDER	16	225.00	3,600.00T
IVE SO PARTS-OUT	Bracket for AR gun lock (Sania Cruz, Overland, Big Sky)	16	58.00	928.00T
IVE SO PARTS-OUT	TP GM-B-OP-SC5-BKT SC5 BRACKET FOR GUNLOCK	16	69.00	1,104.00T

Subtotal	
Sales Tax (8.75%)	
Total	
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Item	Description	Qty	Net	Total
SO ELUC3H010J	LED HIDE AWAY RED/BLUE - TAIL LIGHT STROBES	32	84.99	2,719.68T
ME HE-TL1	White Auxiliary Lighting Pod - 1.5x3 Inch, 3 LED - HATCH DOME LIGHT	32	48.95	1,566.40T
IVE SO PARTS-OUT	MEHE-TL1R RED Auxiliary Lighting Pod - 1.5x3 Inch, 3 LED - HATCH DOME LIGHT	16	48.95	783.20T
SO EMPS2SMS5RBW	RED/BLUE M POWER LIGHT SCREW MOUNT - REAR HATCH WARNING LIGHTS	32	129.99	4,159.68T
WA 36-2125	PUSH BUMPER AND WRAP WESTIN	16	429.99	6,879.84T
WA 36-6005S2	PUSH BUMPER ELITE PIU 2020-BLK	16	37.14	594.24T
WA 36-2125PB	2 LIGHT CHANNEL - SOUNDOFF SIGNAL LIGHTS	16	449.00	7,184.00T
SO ENGSA582RSP	PIT BAR ELITE - FORD PIU 2020	16	449.00	7,184.00T
SO ETSS100J	SIREN	16	929.50	14,872.00T
TP AC-20-FDUV-MNT	500 Series 200 watt bluePRINT controller	16	929.50	14,872.00T
TP CC-20-UVLP-17	100J SERIES COMPOSITE SPEAKER	32	189.99	6,079.68T
TP FP-SO380R	CONSOLE	16	0.00	0.00T
TP FP-MXTL2500	2020 PIUV CONSOLE MOUNT	16	0.00	0.00T
TP FP-BLNK1	2020 PI Utility 17" Low-profile Console, 8" Slope, 9" Level (no floor plate needed, mounts directly to floor). If needed, includes AC-UV20-HC harness cover.	16	394.75	6,316.00T
	4" soundoff Faceplate	16	0.00	0.00T
	XTL2500 FACEPLATE REMOTE MOUNT	16	0.00	0.00T
	1" BLANK FACEPLATE	32	0.00	0.00T

		Subtotal
		Sales Tax (8.75%)
		Total
Fax : (916) 685 0883	e-mail: service@emergencyvehicleoutfitters.net	
Installation dept: (916) 550 SHOP	www.emergencyvehicleoutfitters.net	



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Date 9/29/2021

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Bill To

Ship To

Terms Net 30

Due Date 9/26/2021

Item	Description	Qty	Net	Total
	2021 FORD UTILITY			
SL SIGNCENTER	LATHROP SPEC DECALS FOR FORD UTILITY PATROL VEHICLE	16	1,675.00	26,800.00T
IVE SO PARTS-OUT	LIGHTING EMPLB00K9Q-073 MPOWER LIGHTBAR RW BW 54IN	16	1,925.00	30,800.00T
IVE SO PARTS-IN	SO NFORCE TRAFFIC ADVISOR AMBER	16	495.00	7,920.00T
SO ENFSGS3D	nFORCE DECK/GRILLE RED/WHITE -TOP PUSH BUMPER - WITH WHITE SCENE OPTION	32	159.99	5,119.68T
SO ENFSGS3E	nFORCE DECK/GRILLE BLUE/WHITE - TOP PUSH BUMPER - WITH WHITE SCENE OPTION	32	159.99	5,119.68T
SO ENT2B3D	INTERSECTOR UNDER MIRROR MOUNT - RED/WHITE	16	189.99	3,039.84T
SO ENT2B3E	INTERSECTOR UNDER MIRROR MOUNT BLUE/WHITE	16	189.99	3,039.84T
SO EMPS2STS5RBW	MPOWER 4" STUD MNT SAE 18 LED - REAR QUARTER PANEL LIGHTING	32	129.99	4,159.68T
SO PMP2BKDGAJ	90 DEGREE GRILLE BRACKET	32	12.00	384.00T

		Subtotal
		Sales Tax (8.75%)
		Total
Fax :(916) 685 0883	e-mail: service@emergencyvehicleoutfitters.net	
Installation dept: (916) 550 SHOP	www.emergencyvehicleoutfitters.net	



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Date 9/29/2021
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Due Date 9/26/2021

Item	Description	Qty	Net	Total
	Dodge Charger Build			
IVE SO PARTS-OUT	SO ENF Full RW FRONT INTERIOR LIGHTBAR RW BW WITH FULL SCENE OPTION	7	928.75	6,501.25T
IVE SO PARTS-OUT	SO REAR AMBER TRAFFIC ADVISOR ENDS WITH SHROUD	7	681.75	4,772.25T
SO EMPS2SMS5RAW	4" mPower screw mount red/amber/white - Front Grill Lights	28	139.75	3,913.00T
SO EMPS2SMS5RAW	4" mPower screw mount red/amber/white - Front lower Grill Lights	14	139.75	1,956.50T
SO EMPS2STS5RBW	MPOWER 4" STUD MNT SAE 18 LED (RBW) - Rear Quarter Panel Lighting	14	139.75	1,956.50T
SO PMP2BKEDGE	90 Degree Edge Clip Bracket Kit for mpower@ 4" Fascia Light w/ Stud Mount - Black	14	15.00	210.00T
SO ETFBSSN-P	REAR FLASHER	7	74.00	518.00T
SO ETHFSSSP	UNIVERSAL FRONT FLASHER	7	67.00	469.00T
SO ETSA461HPP	HANDHELD 100 WATT SIREN AND LIGHTS CONTROLLER	7	615.00	4,305.00T
SO ETSS100J	100J SERIES COMPOSITE SPEAKER	7	250.00	1,750.00T
IVE SO PARTS-OUT	TP AC-CH11T-PS DODGE CHARGER HINGED PASSENGER SIDE FLIP-DOWN ELECTRONICS TRAY	7	189.55	1,326.85T

		Subtotal
		Sales Tax (8.75%)
		Total
Fax :(916) 685 0883	e-mail: service@emergencyvehicleoutfitters.net	
Installation dept: (916) 550 SHOP	www.emergencyvehicleoutfitters.net	



Emergency Vehicle Outfitters

9858 Kent Street
 Elk Grove, CA 95624

Phone : (916) 685 0800

Date 9/29/2021
 Quote # 15159

Bill To

Ship To

Terms Net 30

Due Date 9/26/2021

Item	Description	Qty	Net	Total
VL 10123-S	V LINE SLIDE AWAY SAFE	7	299.00	2,093.00T
TP GM-SGL-MNT	Single weapon mount with adjustability and no access to weapon lock wires. Weapon locks sold separately.	7	159.99	1,119.93T
SC 6-2	GEN 2 UNIVERSAL GUN LOCK WITH #2 KEYS0	7	129.99	909.93T
INS INSTALL	Installation of above Gun Systems	7	450.00	3,150.00T
BCI 153100-ST	100 AMP CIRCUIT BREAKER	7	29.99	209.93T
BS 5025	6 GANG FUSE BLOCK WITH GROUND AND COVER	7	35.99	251.93T
BS 7615B	Solenoid Timer 120A 12VDC ATD	7	132.99	930.93T
EVO TINTING	WINDOW TINTING REAR 5% WITH TRAFFIC ADVISOR CUTOUT -(PLEASE ENSURE STRAIGHT EDGE CUT FOR TA), FRONT 15%	7	385.00	2,695.00T
IVE SHOPPARTS-OUT	SHOP PARTS WIRES, CLAMPS, LOOM, FUSE HOLDER MISC BRACKETS	7	249.99	1,749.93T
INS INSTALL	INSTALLATION OF ABOVE EQUIPMENT INTO DODGE CHARGER - TO PD SPEC - INCLUDING CUSTOMER SUPPLIED RADIO	7	2,695.00	18,865.00T

		Subtotal	\$59,653.93
		Sales Tax (8.75%)	\$5,219.72
		Total	\$64,873.65
Fax :(916) 685 0883		e-mail: service@emergencyvehicleoutfitters.net	
Installation dept: (916) 550 SHOP		www.emergencyvehicleoutfitters.net	

RESOLUTION NO. 21-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
RATIFYING AGREEMENT WITH WAVE BUSINESS SOLUTIONS, LLC TO
PROVIDE COMMUNICATIONS FOR DISPATCH SERVICES BETWEEN THE CITY
OF LATHROP POLICE DEPARTMENT AND THE RIPON POLICE DEPARTMENT
AND PROVIDE INTERNET ACCESS TO THE NEW POLICE DEPARTMENT**

WHEREAS, Wave Business Solutions, LLC will provide a private and secure communication circuit between the Lathrop Police Department and the Ripon Police Department Dispatch Center; and

WHEREAS, the contract was signed referencing Lathrop Municipal Code (LMC) Section 2.36.080 Purchasing System: Emergency Procedures. The purchasing procedures may be eliminated for the following reasons as determined by the Department Head: "2. To efficiently and timely maintain essential public services". Dispatch services was determined to be an essential public service and due to the timeliness surrounding the new Police Department the contract was signed and is being brought forth for ratification at the proceeding City Council meeting on November 11, 2021; and

WHEREAS, this connection will transmit data using the Computer Aided Dispatch Software and will allow dispatchers to communicate with officer; and

WHEREAS, in addition, the contract will provide an internet circuit at the Lathrop Police Building; and

WHEREAS, this connection is necessary to support Dispatch services and required to meet the security compliance of the California Law Enforcement Telecommunication System (CLETS).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby ratify the agreement with Wave Business Solutions, LLC to provide internet access for Dispatch Services between the City of Lathrop Police Department and the Ripon Police Department.

The foregoing resolution was passed and adopted this 8th day of November, 2021, by the following vote of the City Council, to wit:

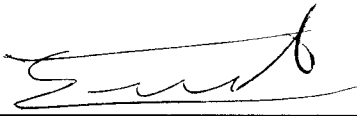
- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

**ORDER FOR INTERNET SERVICES
390 Towne Center Drive**

This Order for Internet Services (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between WAVE BUSINESS SOLUTIONS, LLC, a Washington limited liability company ("Provider"), and the CITY OF LATHROP, a California municipal corporation ("Customer"). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement for Enterprise Services between Provider and Customer dated August 25, 2021 (the "MSA"). All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the MSA.

Section 1: Internet Access Services. Provider shall provide to Customer the Internet access services set forth below (each, a "Service"), at the location(s) set forth below (each, a "Service Site"), in exchange for the one-time, non-recurring installation charge ("NRC"), and the monthly recurring service charges ("MRC") set forth below:

Service Site	Description of Service	NRC	MRC
City of Lathrop-PD 940 River Islands Parkway Lathrop, CA 95330	1Gbps/ 1Gbps Dedicated Fiber Internet Access	\$0	\$1,375.00
	/29 IP Address Block (8 IPs; 5 usable)	\$0	\$0.00
	1Gbps Ethernet Private Line between Lathrop PD and Ripon PD (940 River Islands Parkway Lathrop, CA 95330 to 259 N Wilma Ave., Ripon CA 95366	\$0	\$850.00
TOTAL COSTS:		\$0	\$2,225.00

Section 2: Initial Service Term. The Initial Service Term for all of the Services is thirty-six (36) months. The estimated installation date for the Service is approximately 16-20 weeks days from the Effective Date of this Service Order.

Section 3: Customer Information.

Account Name: City of Lathrop	Invoicing Address: 390 Towne Center Drive
Account Executive to Customer: Lynn Cardoza	Lathrop, CA 95330
	ATTN: Accounts Payable

To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

<u>Customer Site Contact:</u> Tony Fernandes tfernandes@ci.lathrop.ca.us 209-595-8100	<u>Customer Billing Contact:</u> Tony Fernandes tfernandes@ci.lathrop.ca.us 209-595-8100	<u>Customer Technical Contact:</u> Tony Fernandes tfernandes@ci.lathrop.ca.us 209-595-8100
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The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

CUSTOMER:

CITY OF LATHROP

By 

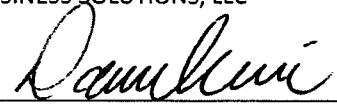
Name: STEPHEN J. SAWASTORE

Title: CITY MANAGER

Date: 10.7.2021

PROVIDER:

WAVE BUSINESS SOLUTIONS, LLC

By 

Name: DAVID LAMPKIN

Title: VP BUS. SOLUTION

Date: 10-18-21



MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES – GOVERNMENTAL CUSTOMER

This Master Services Agreement for Enterprise Services – Governmental Customer (this “MSA”) is entered into as of this 25th day of August, 2021 (the “Effective Date”), by and between WAVE BUSINESS SOLUTIONS, LLC, a Washington limited liability company, on behalf of itself and its Affiliates (collectively, “Provider”), and the CITY OF LATHROP, a California municipal corporation (“Customer”). For purposes of this MSA, the term “Affiliate” shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Each of Provider and Customer may be referred to in this MSA as a “Party” and together as the “Parties.”

ARTICLE 1 – STRUCTURE OF AGREEMENT

1.1 Purpose of MSA. Provider and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated internet access, phone over fiber, dark fiber, and related services (as applicable, the “Services”). This MSA is neither an agreement to purchase nor a commitment to provide Services. The purpose of this MSA is to provide the general terms, conditions and framework within which Customer and its Affiliates may from time to time purchase Services from Provider and its Affiliates, pursuant to one or more “Service Orders,” as described in Section 1.2 below.

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a “Service Site”); (iii) the initial term of the Service Order (the “Initial Service Term”); (iv) the pricing for the Service, including (a) the monthly recurring charges (“MRC”) for the Service, and (b) any non-recurring charges (“NRC”) associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Each fully-executed Service Order shall be governed by and become part of this MSA, and this MSA together with all fully-executed Service Orders shall be collectively referred to as the “Agreement.” Depending on the location of the Service Site, in some instances Services may be provided by an Affiliate of Provider.

1.3 Additional Documents Comprising Agreement; Order of Precedence. If one or more Service Level Agreements are attached to this MSA as Exhibits (the “SLA”), the SLA constitutes a part of this MSA. Customer’s use of any Services purchased pursuant to the Agreement will also be governed by Provider’s Acceptable Use Policy for Commercial Services (the “AUP”) which is posted on Provider’s website at <http://wavebusiness.com/commercial-AUP>. Additional provisions that are applicable only to specific types of Services are contained in Provider’s Service-Specific Terms and Conditions (the “Service-Specific T&Cs”) which is posted on Provider’s website at <http://wavebusiness.com/service/terms>. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) this MSA (including the SLA); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific T&Cs.

ARTICLE 2 – TERM AND RENEWAL

2.1 Term of MSA. The term of this MSA (the “MSA Term”) shall be for five (5) years, commencing on the Effective Date and expiring on the date that is one day prior to the fifth (5th) anniversary of the Effective Date. Notwithstanding the foregoing, so long as any one or more Service Orders entered into pursuant to this MSA remain in effect, this MSA shall not terminate with respect to said Service Orders but shall continue to govern same until the expiration or termination of said Service Orders.

2.2 Term of Service Orders. The Initial Service Term of each Service Order shall be as specified in the Service Order. Upon expiration of the Initial Service Term of a Service Order, unless either Party terminates the Service Order by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the Initial Service Term, the Service Order will automatically renew for successive periods of one (1) year (each, a “Renewal Term”). During any Renewal Term for a Service Order, either Party may terminate the Service Order at the end of the then-current Renewal Term by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the then-current Renewal Term. The total period of time a Service Order is in effect is referred to as the “Service Term” for the Service Order at issue.

ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE AND USE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider’s control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible

for the provision, operation and maintenance of all equipment and facilities (the “**Provider Equipment**”) necessary to connect Provider’s network facilities to the Customer demarcation point(s) at the Service Site (the “**Demarcation Point(s)**”); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “**Customer Equipment**”) from the Demarcation Point(s) to Customer’s internal network. Unless a Service Site is within Provider’s control, Customer shall be responsible for maintaining appropriate conditions at the Service Site, including HVAC, electrical power, and security. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall use commercially reasonable efforts to install the Services consistent with Provider’s usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer’s option, participate in Provider’s final testing of the Service. For Services having a committed bandwidth, the committed information rate shall be measured at the Ethernet layer and includes the Ethernet frame itself. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the “**Service Commencement Date**”). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

3.3 No Sub-Licensing; Non-Compete. Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider’s business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider’s service area).

ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as “**Fees**.” Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within thirty (30) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Except for amounts disputed in good faith by Customer pursuant to Section 4.2 below, past due amounts shall bear interest in the amount of 1.5% per month, or the highest amount allowed by law, whichever is lower.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a “**Fee Dispute Notice**”). A Fee Dispute Notice must be submitted to Provider within thirty (30) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such thirty (30) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer’s delivery of the applicable Fee Dispute Notice. Fee disputes unresolved within that time period shall be resolved by the mediation and arbitration procedures set forth in Sections 11.2 and 11.3 below.

4.3 Applicable Taxes. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider’s net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, assessments, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively “**Applicable Taxes**”). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate



provided in accordance with the preceding sentence.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 **Customer Default.** Each of the following shall constitute a default by Customer under the Agreement (each a separate event of “Default”): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of the Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 **Remedies for Customer Default.** In the event of a Default by Customer under the Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer’s on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate all Service Orders entered into with Customer; and/or (iv) pursue any other remedy available to Provider under the Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.

5.3 **Provider Default.** Each of the following shall constitute a Default by Provider under the Agreement: (i) if Provider fails to comply with any material provision of the Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 **Remedies for Provider Default.** In the event of a Default by Provider under the Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); and/or (ii) pursue any other remedy available to Customer under the Agreement or applicable law. Early termination by Customer shall be accomplished by providing termination notice to Customer’s account manager and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 **Early Termination for Non-Appropriation.** Customer is a public entity subject to legislative appropriation requirements. As a general matter, Customer cannot legally be obligated to make payments for Services that are provided after the end of the fiscal period in which Customer executes a particular Service Order. In the event that, for any future fiscal period, sufficient funds are not appropriated or allocated for payment of any one or more Service Orders, Customer may terminate the Service Order at issue as a matter of public convenience as provided herein without incurring a Termination Charge or any other early termination fee. If and when Customer becomes aware that non-allocation of funds for the coming fiscal period appears likely, Customer shall use reasonable efforts to notify Provider of that possibility prior to the end of the then-current fiscal period. Once the non-appropriation decision has been made, Customer shall, as soon as reasonably practicable, deliver written notice of termination for non-appropriation to Provider specifying which Service or Services and/or which Service Order or Service Orders are being terminated for non-appropriation and the date on which such early termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination.

6.2 **Early Termination for Customer Convenience.** Customer may, at any time after executing a Service Order, discontinue one or more of the Services ordered and/or terminate the Service Order by giving at least thirty (30) days’ advance written notice to Customer’s account manager and to the notice address specified in Article 13 below. Any early termination of a Service pursuant to this Section 6.2 shall be referred to as “Termination for Customer Convenience.” In the event of Termination for



Customer Convenience, Customer shall pay to Provider the Termination Charge described in Section 6.4 below.

6.3 Early Termination for Default. In accordance with Article 5 above, either Party may elect to terminate this MSA and/or one or more Service Orders prior to the scheduled Expiration Date in the event of an uncured Default by the other Party.

6.4 Termination Charge. In the event of Termination for Customer Convenience pursuant to Section 6.2 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall pay a Termination Charge to Provider. The “**Termination Charge**” shall equal the sum of the following: (i) all unpaid amounts for Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (iii) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services; and (iv) one hundred percent (100%) of all remaining MRCs Customer was to pay Provider for the Service during the remainder of the applicable Service Term. If incurred, the Termination Charge will be due and payable by Customer within thirty (30) days after the termination date of the Service at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider’s actual damages and is not a penalty.

6.5 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for a period equal to or greater than the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

ARTICLE 7 – CONFIDENTIAL INFORMATION

7.1 Definition of Confidential Information. “**Confidential Information**” shall mean all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under the Agreement which is disclosed by one Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals, as well as network maps or diagrams exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of the Agreement, or (iv) it was known to the Receiving Party prior to the Disclosing Party’s disclosure of same.

7.2 Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. The Receiving Party shall hold all Confidential Information in confidence. The Receiving Party: (i) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under the Agreement; (ii) shall reproduce such Confidential Information only to the extent necessary for such purposes; (iii) shall restrict disclosure of such Confidential Information to employees, contractors, advisors or consultants that have a need to know for such purposes (with disclosure to contractors, advisors and consultants being limited to contractors, advisors and consultants that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (iv) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in the Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under the Agreement; and (v) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

7.3 California Public Records Act. Notwithstanding anything to the contrary contained elsewhere in this Article 7, the Parties understand and acknowledge that Customer is a governmental entity, and that California law limits the ability of Customer to shield from public disclosure any information given to Customer. Accordingly, the Parties agree to work together to avoid disclosures to Customer by Provider of confidential information which would result in economic loss or damage to Provider if such information were to be disclosed to third persons by Customer pursuant to a request submitted under the California Public Records Act, California Government Code §§ 6250 – 6276.48, or other similar public disclosure law. In the event that Customer receives a request pursuant to the Public Records Act (or other similar law) to disclose information identified by Provider in writing as confidential, Customer's sole obligations to Provider shall be: (i) to promptly notify Provider; and (ii) to refrain from disclosing such records for a period of up to ten (10) business days to allow Provider an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. Customer will not be required to withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Records Act, or unless Customer is ordered to withhold disclosure by the order of a court having competent jurisdiction. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Provider initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Provider's request, Provider shall indemnify and hold Customer harmless from and against all costs, attorneys' fees, expenses, liabilities, damages or other liabilities Customer may incur due to the legal proceedings initiated at and/or Customer's withholding of records at Provider's request. Customer shall not be liable to Provider for any loss, cost or expense relating to the disclosure of requested records if Provider fails to obtain legal protection against disclosure and Customer releases the records in good faith.

ARTICLE 8 – LIMITATION OF LIABILITY

8.1 General Limitations. Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in the Agreement, Provider's aggregate liability for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.

8.2 Service Level Agreement. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.

8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

8.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

8.6 Disclaimer Regarding HIPAA Compliance. If and to the extent Customer is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and needs its business associates to comply with HIPAA, Provider hereby notifies Customer that Provider's operations are not compliant with HIPAA. Provider's operations are generally exempt from



HIPAA pursuant to the conduit exception. However, if and to the extent the Services provided pursuant to any Service Order would not qualify for the conduit exception, Provider's operations with respect to the Services are not HIPAA compliant. Provider will not execute a business associate agreement under HIPAA.

ARTICLE 9 – INDEMNIFICATION FOR THIRD PARTY CLAIMS

9.1 Indemnification by Customer. Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the "Provider Indemnified Parties") harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under the Agreement; (ii) Customer's noncompliance with or Default under the Agreement; and/or (iii) Customer's failure to comply with applicable law in connection with its performance under the Agreement.

9.2 Indemnification by Provider. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the "Customer Indemnified Parties") harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider's negligence or willful misconduct in exercising its rights and performing its obligations under the Agreement; (ii) Provider's noncompliance with or Default under the Agreement; and/or (iii) Provider's failure to comply with applicable law in connection with its performance under the Agreement.

9.3 Indemnification Procedures for Third-Party Claims. Should any third-party claim arise under this Article 9, the indemnified Party shall promptly notify the indemnifying Party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified Party without the consent of the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying Party, all at the cost and expense of the indemnifying Party.

ARTICLE 10 – FORCE MAJEURE EVENTS

Neither Party shall be liable for any delay in or failure of performance hereunder (other than Customer's payment obligations under Article 4) due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other severe weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, unavailability of rights-of-way, a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a "Force Majeure Event"). If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 11 – DISPUTE RESOLUTION

11.1 Good Faith Negotiations. Except for actions seeking a temporary restraining order or injunction, in the event any controversy, disagreement or dispute (each, a "Dispute") arises between the Parties in connection with this Agreement, the Parties shall use good faith efforts to resolve the Dispute through negotiation. In the event of a Dispute, either Party may give the other Party written notice of the Dispute (each, a "Dispute Notice"). The parties will meet and attempt to resolve the Dispute within sixty (60) days of the date on which the Dispute Notice is delivered. All discussions occurring and documents exchanged during negotiations under this Section are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation process. If the Parties do not resolve the Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

11.2 Governing Law. This Agreement and all matters arising out of this Agreement shall be governed by the laws of the State



of California. Any judicial action arising in connection with this Agreement shall be in the Superior Court of the State of California in and for San Mateo County, or in the Federal District Court for the Northern District of California, as applicable.

ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer the Agreement or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party’s consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 13 – NOTICES

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing and directed to the addresses set forth below. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient’s time). Notices received after 5:00 p.m. (recipient’s time) will be effective the next business day.

If to Provider:

Wave Business Solutions, LLC
3700 Monte Villa Parkway
Bothell, WA 98021
ATTN: Business Solutions

If to Customer:

City of Lathrop
390 Towne Center Drive
Lathrop, CA 95330
ATTN: Tony Fernandes

With a Copy to:

Wave Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Legal Department

With a Copy to:

Either Party may change its notice address by giving notice to the other Party in accordance with this Article.

ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 15 – MISCELLANEOUS

15.1 Entire Agreement; Interpretation. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.2 No Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar
MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES – GOVERNMENTAL CUSTOMER
Wave Business Solutions, LLC / City of Lathrop

future breach or default. Provider's acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

15.3 Attorneys' Fees. If any proceeding is brought by a Party to enforce or interpret any term or provision of the Agreement, the substantially prevailing Party in such proceeding will be entitled to recover, in addition to all other relief as set forth in the Agreement, that Party's reasonable attorneys' and experts' fees and expenses.

15.4 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.

15.5 Exhibits. The following Exhibits, which are attached to this MSA, are incorporated herein and by this reference made a part of this MSA:

- EXHIBIT A - Service Level Agreement for Lit Fiber Services
- EXHIBIT B - Service Level Agreement for Dark Fiber & Wavelength Services


15.6 Computation of Time. Except where expressly provided to the contrary, as used in the Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.7 Counterparts; Electronic Signatures. Any Service Order entered into by the Parties pursuant to this MSA may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document. The Parties consent to the use of electronic signatures.

The Parties are signing this MSA as of the Effective Date set forth in the preamble above.

CUSTOMER:

City of Lathrop, a California
municipal corporation

By 
Name: STEPHEN J. SALVATORE
Title: CITY MANAGER

PROVIDER:

Wave Business Solutions, LLC, a Washington
limited liability company

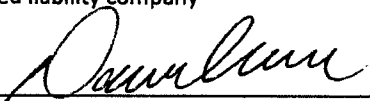
By 
Name: DAVID LAMPKIN
Title: VP BUS. SOLUTION

EXHIBIT A
to
Standard Terms and Conditions for Enterprise Services

Service Level Agreement for Lit Fiber Services

This Service Level Agreement for Lit Fiber Services (this "SLA") is a part of is a part of Wave Business Solutions, LLC's ("WAVE's") Standard Terms and Conditions for Enterprise Services ("T&Cs"). Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of lit fiber Services provided by WAVE pursuant to the T&Cs: (a) data transport, (b) dedicated Internet access / IP transit, and (c) voice services, including hosted voice.

1. AVAILABILITY SLA

WAVE's Network is designed to provide a target **Availability of at least 99.999%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
99.999% Availability	Less than 26 seconds	Target Met
	> 26 seconds up to 1 hour	5%
	> 1 hours up to 3 hours	10%
	> 3 hours up to 5 hours	15%
	> 5 hours	an additional 5% for each additional hour of Service Outage

*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in Services due to failure or malfunction of the WAVE Network or WAVE Equipment, WAVE's CNOC is designed to provide a **MTTR of 4 hours or less**. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from WAVE on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
4 hr MTTR	≤ 4 Hrs.	Target Met
	> 4 Hrs. to 6 Hrs.	5%
	> 6 Hrs. to 8 Hrs.	10%
	> 8 Hrs.	25%

3. PACKET DELIVERY / PACKET LOSS SLA

The WAVE Network is designed to provide **no greater than 0.05% Packet Loss**. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
≤ 0.05% Packet Loss	0% - 0.05%	Target Met
	> 0.05% - 0.08%	5%
	> 0.08% - 0.1%	10%
	> 0.1% - 0.7%	25%
	> 0.7% - 1.0%	50%
	> 1.0%	100%

4. LATENCY SLA

The WAVE Network is designed to provide a monthly average one-way Latency not to exceed the following:

- For “Local Market” distances of ≤ 75 miles = 10 ms
- For “Inter-Market” distances of between 76 – 750 miles = 20 ms
- For “Long-Haul” distances of > 750 miles = 50 ms

If WAVE determines the applicable Latency target was not met in a given month and also cannot remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the WAVE CNOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency	Target Inter-Market Latency	Target Long-Haul Latency	Actual One-Way Latency (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
10 ms or less	20 ms or less	50 ms or less	≤ Target Latency	Target Met
			> Target up to 8 ms over Target	5%
			> 8 ms up to 15 ms over Target	10%
			> 15 ms up to 20 ms over Target	25%
			> 20 ms over Target	50%

5. NETWORK JITTER SLA

The WAVE Backbone Network is designed to have a monthly average one-way Network Jitter not to exceed the following:

- For Local Market distances of ≤ 75 miles = 2 ms
- For Inter-Market distances of between 76 – 750 miles = 5 ms
- For Long-Haul distances of > 750 miles = 15 ms

If the applicable Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30th of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

“Availability” means the ability of Customer to exchange Ethernet packets with the WAVE Network via Customer’s router port. Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

$$\text{\% Availability (per calendar month)} = \frac{\text{(Total Minutes in Month – Total Minutes of Unavailability in Month)}}{\text{Total Minutes in Month}}$$

For data transport Services and voice Services, Availability is calculated at the individual circuit level, between WAVE’s Backbone Network and the Customer’s router port. For dedicated Internet access Services and IP transit Services, Availability is calculated from the Customer’s router port through the WAVE Network to the handoff point for the Internet. Availability for both dedicated Internet access and IP transit Services does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

“Chronic Outage” means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore “TTR” in excess of WAVE’s targeted MTTR.

“Emergency Maintenance” means WAVE’s efforts to correct conditions on the WAVE Network that are likely to cause a material disruption to or outage in services provided by WAVE and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. WAVE may undertake Emergency Maintenance at any time WAVE deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

“Excused Outage” means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond WAVE’s reasonable control, such as, by way of example only, Force Majeure, acts or omissions of Customer or Customer’s agents, licensees or end users, electrical outages not caused by WAVE, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for WAVE’s delivery of the Services to Customer.

“Jitter” or **“Network Jitter”** refers to an undesirable variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

“Latency” means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on WAVE’s Network to another designated point on WAVE’s Network. Latency is calculated as an aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

“Mean Time to Restore” or **“MTTR”** means the average time required to restore the WAVE Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes WAVE to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the WAVE NOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

“Outage” means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by WAVE. Unavailability does not include periods of Service degradation, such as slow data transmission.

“Packet Loss” means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

“Scheduled Maintenance” means any maintenance of the portion of the WAVE Network to which Customer’s router is connected that is performed during a standard maintenance window (1:00AM – 5:00AM Local Time). Customer will be notified via email at least seven (7) days in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the WAVE CNOC upon notification of a Service-related problem. Trouble Tickets may be generated by WAVE pursuant to its internal network monitoring process, or by Customer’s reporting of a problem to the WAVE NOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the WAVE NOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by WAVE will not provide a basis for Customer credits or Chronic Outage remedies.

“WAVE Network” means all equipment, facilities and infrastructure that WAVE uses to provide Services to Customer, and includes Customer’s access port. The “WAVE Network” does not include Customer owned or leased equipment (unless leased from WAVE), or any portion of Customer’s local area network after the demarcation point for the Services provided by WAVE.

“WAVE Backbone Network” means WAVE’s core fiber backbone that connects WAVE’s POPs and regional hubs.

“WAVE’s Commercial Network Operations Center” or **“WAVE’s CNOC”** means WAVE’s commercial network operations center, which is staffed 24x7x365 and can be reached at: 888-317-0488.

“WAVE Network” means all equipment, facilities and infrastructure that WAVE uses to provide Services to Customer, and includes Customer’s access port. The “WAVE Network” does not include Customer owned or leased equipment (unless leased from WAVE), or any portion of Customer’s local area network after the demarcation point for the Services provided by WAVE.

8. CLAIMING CREDITS AND REMEDIES

8.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to WAVE. Credits are exclusive of any applicable taxes charged to Customer or collected by WAVE.

- (i) To claim SLA-related Service credits, Customer must do the following:
 - (a) Open a Trouble Ticket with the WAVE CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
 - (b) Submit a written request for the credit(s) to WAVE’s customer service department within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
 - (c) Provide the following documentation when requesting the credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
 - (a) Open a Trouble Ticket regarding the Chronic Outage with the WAVE CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
 - (b) Submit a written request for a remedy regarding the Chronic Outage to WAVE’s customer service department within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and

- (c) Provide the following documentation when requesting the remedy:
- Customer name and contact information;
 - Type of remedy requested (e.g., substitution or termination);
 - Trouble Ticket numbers for each individual Outage event;
 - Date and beginning/end time of each of the claimed Outages;
 - Trouble Ticket number for the Chronic Outage at issue;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

8.2 WAVE's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by WAVE. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, WAVE will evaluate the claim and respond to Customer within thirty (30) days. If WAVE requires additional information in order to evaluate Customer's claim, WAVE will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives WAVE's request for additional information in which to provide the requested information to WAVE. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. WAVE will promptly notify Customer of WAVE's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, WAVE will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, WAVE will notify Customer of the date on which the requested substitution or termination will occur. WAVE's determination regarding whether or not an SLA has been violated shall be final.

8.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with WAVE in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by WAVE or WAVE's Affiliates; (v) Force majeure events; (vi) WAVE's inability (due to no fault of WAVE) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) WAVE's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) WAVE's inability to deliver Service by Customer's desired due date.

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EXHIBIT B
to
Standard Terms and Conditions for Enterprise Services

Service Level Agreement for Dark Fiber & Wavelength Services

This Service Level Agreement for Dark Fiber & Wavelength Services (this "SLA") is a part of Wave Business Solutions, LLC's ("WAVE's") Standard Terms and Conditions for Enterprise Services ("T&Cs"). Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of Services provided by WAVE pursuant to the T&Cs: (i) dark fiber services, and (ii) wavelength services.

1. AVAILABILITY SLA

WAVE's dark fiber paths and wavelengths are designed to provide a target Availability of **at least 99.9%** per calendar month. If the Availability target is not met with respect to a given dark fiber path or wavelength in a given calendar month, Customer will be entitled to a credit in the amount set forth below, which must be claimed as described in this SLA. Customer credits for Outages of dark fiber or wavelength Services are calculated on an individual path basis, and the amount of any credit is based on the portion of MRC allocable to the affected Service.

Duration of Unavailability	Customer Credit as % of MRC for the applicable Service*
Less than 45 minutes	Target Met
45 Min. up to 8 hours	5%
> 8 hours up to 16 hours	10%
> 16 hours up to 24 hours	20%
> 24 hours	35%

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in the Services, WAVE's CNOC is designed to provide a MTTR of **no greater than 4 hours**. If the target MTTR is not met for a particular dark fiber path or wavelength in a given calendar month, and Customer receives a Service from WAVE on the path at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Service
4 hr MTTR	≤ 4 Hrs.	Target Met
	> 4 Hrs. to 6 Hrs.	5%
	> 6 Hrs. to 8 Hrs.	10%
	> 8 Hrs.	25%

3. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different path for the Service that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the path that experienced the Chronic Outage without incurring any Termination Charge.

4. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

"Availability" means the dark fibers at issue are available to and accessible by Customer at the specified locations, are capable

of transmitting signals and can otherwise be used by Customer. Availability does not involve the quality of data transmission. Periods of Excused Outage are not included in the Availability metric. WAVE does not monitor the use or availability of dark fiber Services, thus any Outage must be reported to the WAVE CNOC by Customer.

“Chronic Outage” means a series of three (3) or more Service Outages affecting the same Service on the path during a given calendar month, each of which has an actual time to restore “TTR” in excess of WAVE’s targeted MTTR.

“Emergency Maintenance” means WAVE’s efforts to correct conditions on the WAVE Network that are likely to cause a material disruption to or outage in Services provided by WAVE and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. WAVE may undertake Emergency Maintenance at any time WAVE deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

“Excused Outage” means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond WAVE’s reasonable control, such as, by way of example only, Force Majeure, acts or omissions of Customer or Customer’s agents, licensees or end users, electrical outages not caused by WAVE, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for WAVE’s delivery of the Services to Customer.

“Mean Time to Restore” or **“MTTR”** means the average time required to restore the Service(s) to a normally operating state in the event of an Outage. MTTR is calculated on a path/route basis, as a monthly average of the time it takes WAVE to repair all Service Outages on the specific path/route. MTTR is measured from the time Customer opens an Outage related Trouble Ticket is with the WAVE CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

“Outage” means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by WAVE. Unavailability does not include periods of Service degradation, such as slow data transmission.

“Scheduled Maintenance” means any maintenance of the portion of the WAVE Network to which Customer’s router is connected that is performed during a standard maintenance window (1:00AM – 5:00AM Local Time). Customer will be notified via email at least seven (7) days in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the WAVE CNOC upon notification of a Service-related problem. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the WAVE NOC and open a Trouble Ticket regarding the problem.

“WAVE’s Commercial Network Operations Center” or **“WAVE’s CNOC”** means WAVE’s commercial network operations center, which is staffed 24x7x365 and can be reached at: 888-317-0488.

“WAVE Network” means all equipment, facilities and infrastructure that WAVE uses to provide Services to Customer, and includes Customer’s access port. The “WAVE Network” does not include Customer owned or leased equipment (unless leased from WAVE), or any portion of Customer’s local area network after the demarcation point for the Services provided by WAVE.

5. CLAIMING CREDITS AND REMEDIES

5.1 **Requesting SLA Related Credits and Chronic Outage Remedies.** To be eligible for any SLA-related Service

credit or Chronic Outage remedy, Customer must be current in its financial obligations to WAVE. Credits are exclusive of any applicable taxes charged to Customer or collected by WAVE.

- (i) To claim SLA-related Service credits, Customer must do the following:
 - (a) Open a Trouble Ticket with the WAVE CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
 - (b) Submit a written request for the credit(s) to WAVE's customer service department within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
 - (c) Provide the following documentation when requesting the credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
 - (a) Open a Trouble Ticket regarding the Chronic Outage with the WAVE NOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
 - (b) Submit a written request for a remedy regarding the Chronic Outage to WAVE's customer service department within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and
 - (c) Provide the following documentation when requesting the remedy:
 - Customer name and contact information;
 - Type of remedy requested (e.g., substitution or termination);
 - Trouble Ticket numbers for each individual Outage event;
 - Date and beginning/end time of each of the claimed Outages;
 - Trouble Ticket number for the Chronic Outage at issue;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

5.2 WAVE's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by WAVE. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, WAVE will evaluate the claim and respond to Customer within thirty (30) days. If WAVE requires additional information in order to evaluate Customer's claim, WAVE will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives WAVE's request for additional information in which to provide the requested information to WAVE. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. WAVE will promptly notify Customer of WAVE's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, WAVE will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, WAVE will notify Customer of the date on which the requested substitution or termination will occur. WAVE's determination regarding whether or not an SLA has been violated shall be final.

5.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are

violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with WAVE in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by WAVE or WAVE's Affiliates; (v) Force majeure events; (vi) WAVE's inability (due to no fault of WAVE) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) WAVE's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) WAVE's inability to deliver Service by Customer's desired due date.

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RESOLUTION NO. 21-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE CREATION OF A PROPERTY & EVIDENCE TECHNICIAN
POSITION AND APPROVING THE AMENDED POSITION CONTROL ROSTER**

WHEREAS, a new position is needed to coordinate the property and evidence collection, storage and oversight of all property and evidence that is collected by the Lathrop Police Department (LPD). This function has been and will continue to be performed by the San Joaquin County Sheriff's personnel through June 30, 2022. After this date the Lathrop Police Department will become responsible for any property and evidence collected by Lathrop Police staff; and

WHEREAS, as the operational planning continues for Lathrop Police Department, various options were considered for property and evidence storage beginning July 1, 2022; and

WHEREAS, it is important for LPD to employ its own Property & Evidence Technician even though the physical items will be stored at Ripon PD at the outset. This Technician position will be responsible for transporting all property and evidence collected by sworn officers from LPD to the Ripon evidence facility in accordance with legal standards to protect chain of custody. When evidence is needed for court proceedings this position will ensure it is delivered and returned to storage under all protocols; and

WHEREAS, the proposed job description for the Property & Evidence Technician position is attached to the City Manager's report. It is recommended to place this position in Grade 49 of the City's Grade Step table. As with the salary placement for other LPD positions, a compensation survey was conducted to evaluate the external market. Based on that data, and consideration of internal factors, placement at Grade 49 is recommended.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby approve the creation of a Property & Evidence Technician Position and approves the Amended Position Control Roster.

The foregoing resolution was passed and adopted this 8th day of November, 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

PROPERTY AND EVIDENCE TECHNICIAN

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under general supervision, performs technical support activities associated with receiving, processing, storing, tracking, coordinating, maintaining, transporting, safekeeping, and disposing of property and evidence under the jurisdiction and custody of the Lathrop Police Department; protects the integrity of evidence throughout the judicial process; ensures compliance with state and local laws regarding the storage and disposal of property and evidence.

DISTINGUISHING CHARACTERISTICS:

Property and Evidence Technician is a non-sworn technical classification responsible for property and evidence handling and preservation. Incumbents are expected to learn and apply specialized rules, regulations, policies, procedures, and activities related to the property and evidence function of the Lathrop Police Department. Incumbents receive only occasional instruction or assistance as new or unusual situations arise and are required to use tact, discretion, and independent judgment. This class is distinguished from other technical classes by the focus on the property and evidence function in the Police Department.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from assigned supervisory or management staff. Exercises no direct supervision over staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Receives, documents, categorizes, and stores property and evidence; maintains the physical integrity, control, and chain of custody.
- Coordinates with crime laboratories; determines and justifies which evidence to refer; prepares and transports evidence, including weapons, narcotics, and biological specimens for analysis and processing by others; prepares required forms and submits forms with evidence to labs.
- Releases and purges property and evidence following appropriate federal, state, and local laws and regulations; prepares evidence and property for auction and/or disposal upon completion

of court proceedings; updates databases with release information and sends property release letters to owners.

- Initiates, organizes, updates, maintains, and controls access to complex filing systems and records, including highly sensitive case files.
- Acts as liaison to the court and other offices requiring the transmission of property and evidence; prepares evidence for officers and investigators for court proceedings; maintains records and tracks such actions; coordinates with regulatory agencies to facilitate periodic audits and inventories of property and evidence operations within the crime lab.
- Releases property to the public; prepares the proper paperwork and prepares evidence for pick-up; completes the necessary reports and documentation of the release.
- Provides general information regarding department policies, procedures, and regulations, including responding appropriately to complaints, requests for information and service in person and by phone, forwarding written complaints against personnel, and coordinating work with other City departments.
- Stays abreast of Department of Justice firearms regulations to ensure compliance with applicable legislation and ordinances; verifies background check compliance prior to the release of firearms; coordinates with the District Attorney's Office regarding firearms confiscation petitions; secures court orders for the destruction of controlled substances and firearms on adjudicated cases.
- Performs difficult, complex, technical, and/or specialized office support work that requires the exercise of independent judgment, the application of technical skills, and a detailed knowledge of the activities and procedures specific to the Police Department.
- Researches and assembles information from a variety of sources for the preparation of periodic and special reports and the completion of forms; uses spreadsheets and makes arithmetic and statistical calculations.
- Prepares correspondence, reports, forms, receipts, and specialized documents, such as letters to investigators, property claim letters to citizens, and other correspondence.
- Provides training and technical assistance to co-workers, including providing instruction on proper evidence collection and maintenance techniques.
- Maintains a variety of records regarding the receipt, storage, release, and destruction of property and evidence.
- Identifies opportunities for improving service delivery methods and procedures within area of responsibility to review with appropriate management staff prior to implementation.

- Uses safety precautions and follows Department procedures to properly handle firearms, weapons, chemical samples, blood, DNA, narcotics, syringes, toxic materials, money, valuable items, illicit material, and alcoholic beverages to prevent injury, avoid contamination, and assure chain of custody.
- Works with sworn personnel to facilitate victim viewings of property and evidence, ensuring the safekeeping and chain of custody of said property and evidence.
- Testifies in court regarding handling and chain-of-custody of evidence.
- Determines and recommends equipment and materials for assigned operations; monitors and controls supplies and equipment; orders supplies and equipment as necessary; prepares documents for equipment procurement; participates in the bid process for needed supplies and equipment; prepares detailed cost estimates; maintains a variety of records and prepares routine reports.
- Performs other duties as assigned.

QUALIFICATIONS: *(The following are minimum qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be equivalent to a high school diploma or GED with supplemental college-level coursework in criminology, police evidence management, or a related field and two (2) years of experience in a law enforcement agency performing duties related to securing, preserving, and releasing property and evidence.

License/Certificate:

Possession of a valid California Class C Driver's License.

Additional Requirements:

Must successfully complete a comprehensive background investigation.

KNOWLEDGE/ABILITIES/PHYSICAL DEMANDS & WORK ENVIRONMENT: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Current forensic methods and techniques used in the collection, preservation, organization, and presentation of physical evidence. Functions, terminology, services, and principles and practices of law enforcement work. Applicable federal, state, and local codes, regulations, policies, technical processes, and procedures pertaining to property and evidence functions. Occupational Safety and Health Administration (OSHA) requirements for handling and disposing of evidence with blood-borne pathogens, infectious diseases, and other related bodily fluids. Techniques for records management and evidence processing, including records disbursement and chain of evidence procedures. Methods used in the collection, tabulation, review, and distribution of evidence and property, forms, reports, and documents. Record keeping and inventory management principles and practices. Principles and techniques of business letter writing and report preparation. Techniques for effectively dealing with and solving the problems presented by a variety of individuals from various socio-economic, cultural, and ethnic backgrounds, in person and over the telephone. Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff. Business English, including grammar, spelling, vocabulary, and punctuation. Modern equipment and communication tools used for business functions and program, project, and task coordination. Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation. Techniques for providing a high level of customer service by effectively interacting with the public, vendors, contractors, and City staff.

Ability to:

Perform technical, detailed, and responsible law enforcement support work. Conduct technical criminal evidence collection and maintenance. Prepare clear, concise, and accurate reports, correspondence, and other written materials. Organize, research, and maintain technical and administrative files. Enter data into a computer system, file and maintain automated and hardcopy records, and prepare written materials with sufficient speed and accuracy. Stay abreast of modern property and evidence processing, storage, and disposal procedures. Establish and maintain confidentiality. Safely handle firearms and narcotics. Understand, interpret, explain, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed. Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments. Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks. Communicate clearly and concisely, both orally and in writing. Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines. Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Physical Demands

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials, and a computer screen and to operate a motor vehicle and visit various City sites; and hearing and speech to communicate in person and over the telephone. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate police services equipment. Positions in this classification frequently bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

Environmental Conditions

Employees work in an office environment with moderate noise levels, controlled temperature conditions; occasional exposure to fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electric shock, risk of radiation, and vibration.

Working Conditions

Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures; employees will wear a uniform. May be required to work night and/or weekend hours and holidays.

Disaster Service Worker

All City of Lathrop employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.



	2021/22 Adopted	2021/22 Amended 11/08/21	2022/23 Adopted	2022/23 Amended 11/08/21
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

ATTACHMENT "P"

	2021/22 Adopted	2021/22 Amended 11/08/21	2022/23 Adopted	2022/23 Amended 11/08/21
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 11/08/21	2022/23 Adopted	2022/23 Amended 11/08/21
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
Property & Evidence Technician	0.00	1.00	0.00	1.00
Total	0.00	5.00	0.00	5.00
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	45.50	36.00	43.00



	2021/22 Adopted	2021/22 Amended 11/08/21	2022/23 Adopted	2022/23 Amended 11/08/21
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 11/08/21	2022/23 Adopted	2022/23 Amended 11/08/21
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 11/08/21	2022/23 Adopted	2022/23 Amended 11/08/21
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	184.78	145.78	157.78
Total City Staff Positions	136.80	148.80	137.80	149.80
Total Contractual Positions	35.98	35.98	7.98	7.98
Total Funded Positions	172.78	184.78	145.78	157.78

**CITY OF LATHROP
GRADE-STEP TABLE**

*FOR REFERENCE USE ONLY

Eff. 11/08/2021

Adopted Per Resolution No. 21-

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
20			hourly	\$ 14.60	\$ 15.33	\$ 16.10	\$ 16.90	\$ 17.75
			bi-weekly	1,168	1,226	1,288	1,352	1,420
			monthly	2,531	2,657	2,790	2,930	3,076
			annual	30,368	31,886	33,481	35,155	36,912
21	RECREATION LEADER		hourly	\$ 14.96	\$ 15.71	\$ 16.49	\$ 17.32	\$ 18.18
			bi-weekly	1,197	1,257	1,319	1,385	1,455
			monthly	2,593	2,723	2,859	3,002	3,152
			annual	31,117	32,673	34,306	36,022	37,823
22			hourly	\$ 15.34	\$ 16.11	\$ 16.91	\$ 17.76	\$ 18.65
			bi-weekly	1,227	1,289	1,353	1,421	1,492
			monthly	2,659	2,792	2,931	3,078	3,232
			annual	31,907	33,503	35,178	36,937	38,783
23			hourly	\$ 15.72	\$ 16.51	\$ 17.33	\$ 18.20	\$ 19.11
			bi-weekly	1,258	1,320	1,387	1,456	1,529
			monthly	2,725	2,861	3,004	3,154	3,312
			annual	32,698	34,332	36,049	37,852	39,744
24	SENIOR RECREATION LEADER	SEIU	hourly	\$ 16.11	\$ 16.92	\$ 17.76	\$ 18.65	\$ 19.58
			bi-weekly	1,289	1,353	1,421	1,492	1,567
			monthly	2,792	2,932	3,079	3,233	3,394
			annual	33,509	35,184	36,943	38,791	40,730
25			hourly	\$ 16.52	\$ 17.35	\$ 18.21	\$ 19.12	\$ 20.08
			bi-weekly	1,322	1,388	1,457	1,530	1,606
			monthly	2,863	3,007	3,157	3,315	3,481
			annual	34,362	36,080	37,884	39,778	41,767
26			hourly	\$ 16.93	\$ 17.78	\$ 18.67	\$ 19.60	\$ 20.58
			bi-weekly	1,354	1,422	1,493	1,568	1,646
			monthly	2,935	3,081	3,235	3,397	3,567
			annual	35,214	36,975	38,824	40,765	42,803
27			hourly	\$ 17.35	\$ 18.22	\$ 19.13	\$ 20.08	\$ 21.09
			bi-weekly	1,388	1,457	1,530	1,607	1,687
			monthly	3,007	3,158	3,316	3,481	3,655
			annual	36,088	37,892	39,787	41,776	43,865
28			hourly	\$ 17.79	\$ 18.68	\$ 19.61	\$ 20.59	\$ 21.62
			bi-weekly	1,423	1,494	1,569	1,648	1,730
			monthly	3,084	3,238	3,400	3,570	3,748
			annual	37,003	38,853	40,796	42,836	44,978
29			hourly	\$ 18.23	\$ 19.14	\$ 20.10	\$ 21.10	\$ 22.16
			bi-weekly	1,458	1,531	1,608	1,688	1,773
			monthly	3,160	3,318	3,484	3,658	3,841
			annual	37,918	39,814	41,805	43,895	46,090
30			hourly	\$ 18.69	\$ 19.62	\$ 20.61	\$ 21.64	\$ 22.72
			bi-weekly	1,495	1,570	1,648	1,731	1,817
			monthly	3,240	3,402	3,572	3,750	3,938
			annual	38,875	40,819	42,860	45,003	47,253
31			hourly	\$ 19.15	\$ 20.11	\$ 21.11	\$ 22.17	\$ 23.28
			bi-weekly	1,532	1,609	1,689	1,773	1,862
			monthly	3,319	3,485	3,660	3,843	4,035
			annual	39,832	41,824	43,915	46,111	48,416
32	OFFICE ASSISTANT I	SEIU	hourly	\$ 19.63	\$ 20.61	\$ 21.64	\$ 22.72	\$ 23.86
			bi-weekly	1,570	1,649	1,731	1,818	1,909
			monthly	3,403	3,573	3,751	3,939	4,136
			annual	40,830	42,872	45,016	47,266	49,630
33			hourly	\$ 20.12	\$ 21.13	\$ 22.18	\$ 23.29	\$ 24.46
			bi-weekly	1,610	1,690	1,775	1,863	1,956
			monthly	3,487	3,662	3,845	4,037	4,239
			annual	41,850	43,942	46,139	48,446	50,868
34			hourly	\$ 20.63	\$ 21.66	\$ 22.74	\$ 23.88	\$ 25.08
			bi-weekly	1,650	1,733	1,820	1,911	2,006
			monthly	3,576	3,755	3,942	4,140	4,346
			annual	42,910	45,056	47,309	49,674	52,158

ATTACHMENT " 2 "

**CITY OF LATHROP
GRADE-STEP TABLE**

*FOR REFERENCE USE ONLY

Eff. 11/08/2021

Adopted Per Resolution No. 21-

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
35	OFFICE ASSISTANT II	SEIU	hourly	\$ 21.14	\$ 22.20	\$ 23.31	\$ 24.47	\$ 25.70
			bi-weekly	1,691	1,776	1,865	1,958	2,056
			monthly	3,664	3,847	4,040	4,242	4,454
			annual	43,971	46,170	48,478	50,902	53,447
36			hourly	\$ 21.67	\$ 22.75	\$ 23.89	\$ 25.09	\$ 26.34
			bi-weekly	1,734	1,820	1,911	2,007	2,107
			monthly	3,756	3,944	4,141	4,348	4,566
			annual	45,074	47,327	49,694	52,178	54,787
37	ANIMAL SERVICES ASSISTANT RECREATION SPECIALIST	SEIU	hourly	\$ 22.21	\$ 23.32	\$ 24.49	\$ 25.71	\$ 27.00
			bi-weekly	1,777	1,866	1,959	2,057	2,160
			monthly	3,850	4,042	4,244	4,457	4,679
			annual	46,197	48,507	50,932	53,479	56,152
38	ACCOUNTING SPECIALIST I WATER METER READER I	SEIU	hourly	\$ 22.77	\$ 23.91	\$ 25.10	\$ 26.36	\$ 27.68
			bi-weekly	1,822	1,913	2,008	2,109	2,214
			monthly	3,947	4,144	4,351	4,569	4,797
			annual	47,362	49,730	52,216	54,827	57,568
39			hourly	\$ 23.34	\$ 24.51	\$ 25.73	\$ 27.02	\$ 28.37
			bi-weekly	1,867	1,961	2,059	2,162	2,270
			monthly	4,046	4,248	4,460	4,683	4,917
			annual	48,547	50,975	53,523	56,199	59,009
40			hourly	\$ 23.92	\$ 25.12	\$ 26.37	\$ 27.69	\$ 29.07
			bi-weekly	1,914	2,009	2,110	2,215	2,326
			monthly	4,146	4,353	4,571	4,800	5,040
			annual	49,754	52,241	54,853	57,596	60,476
41	ADMINISTRATIVE ASSISTANT I UTILITY OPERATOR I MAINTENANCE WORKER I	SEIU	hourly	\$ 24.52	\$ 25.75	\$ 27.03	\$ 28.38	\$ 29.80
			bi-weekly	1,962	2,060	2,163	2,271	2,384
			monthly	4,250	4,463	4,686	4,920	5,166
			annual	51,002	53,552	56,229	59,041	61,993
42	ACCOUNTING SPECIALIST II WATER METER READER II	SEIU	hourly	\$ 25.13	\$ 26.39	\$ 27.71	\$ 29.09	\$ 30.55
			bi-weekly	2,010	2,111	2,216	2,327	2,444
			monthly	4,356	4,574	4,802	5,042	5,295
			annual	52,270	54,884	57,628	60,510	63,535
43	POLICE OFFICER TRAINEE POLICE RECORDS ASSISTANT I	NON-SWORN	hourly	\$ 25.76	\$ 27.05	\$ 28.40	\$ 29.82	\$ 31.31
		SEIU	bi-weekly	2,061	2,164	2,272	2,386	2,505
		monthly	4,465	4,688	4,923	5,169	5,427	
		annual	53,581	56,260	59,073	62,026	65,128	
44	INFORMATION TECHNOLOGY TECHNICIAN	SEIU	hourly	\$ 26.40	\$ 27.72	\$ 29.11	\$ 30.56	\$ 32.09
			bi-weekly	2,112	2,218	2,328	2,445	2,567
			monthly	4,576	4,805	5,045	5,297	5,562
			annual	54,912	57,658	60,540	63,568	66,746
45	ADMINISTRATIVE ASSISTANT II RECREATION COORDINATOR UTILITY OPERATOR II MAINTENANCE WORKER II	SEIU	hourly	\$ 27.07	\$ 28.42	\$ 29.84	\$ 31.34	\$ 32.90
			bi-weekly	2,166	2,274	2,388	2,507	2,632
			monthly	4,692	4,927	5,173	5,432	5,703
			annual	56,306	59,121	62,077	65,181	68,440
46	POLICE RECORDS ASSISTANT II	SEIU	hourly	\$ 27.74	\$ 29.13	\$ 30.58	\$ 32.11	\$ 33.72
			bi-weekly	2,219	2,330	2,447	2,569	2,697
			monthly	4,808	5,049	5,301	5,566	5,844
			annual	57,699	60,584	63,613	66,794	70,134
47	PERMIT TECHNICIAN ADMINISTRATIVE TECHNICIAN I ADMINISTRATIVE ASSISTANT III	SEIU	hourly	\$ 28.44	\$ 29.86	\$ 31.36	\$ 32.92	\$ 34.57
			bi-weekly	2,275	2,389	2,508	2,634	2,766
			monthly	4,930	5,176	5,435	5,707	5,992
			annual	59,155	62,113	65,219	68,480	71,904
48	MAINTENANCE WORKER III SOLID WASTE&RESOURCE CONSERV. COORD.	SEIU	hourly	\$ 29.15	\$ 30.61	\$ 32.14	\$ 33.74	\$ 35.43
			bi-weekly	2,332	2,449	2,571	2,700	2,835
			monthly	5,053	5,305	5,571	5,849	6,142
			annual	60,632	63,664	66,847	70,189	73,699
49	ACCOUNTING TECHNICIAN PROPERTY AND EVIDENCE TECHNICIAN	SEIU	hourly	\$ 29.87	\$ 31.36	\$ 32.93	\$ 34.58	\$ 36.31
			bi-weekly	2,390	2,509	2,635	2,766	2,905
			monthly	5,177	5,436	5,708	5,994	6,293
			annual	62,130	65,236	68,498	71,923	75,519

CITY OF LATHROP
GRADE-STEP TABLE
Eff. 11/08/2021

**FOR REFERENCE USE ONLY*

Adopted Per Resolution No. 21-

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
50	ENGINEERING TECHNICIAN I	SEIU	hourly	\$ 30.62	\$ 32.15	\$ 33.76	\$ 35.45	\$ 37.22
			bi-weekly	2,450	2,572	2,701	2,836	2,978
			monthly	5,307	5,573	5,851	6,144	6,451
			annual	63,690	66,874	70,218	73,729	77,415
51	CRIME & INTELLIGENCE ANALYST SENIOR ADMINISTRATIVE ASSISTANT ADMINISTRATIVE TECHNICIAN II	SEIU	hourly	\$ 31.39	\$ 32.96	\$ 34.61	\$ 36.34	\$ 38.15
			bi-weekly	2,511	2,637	2,769	2,907	3,052
		LMCEA	monthly	5,441	5,713	5,999	6,299	6,613
			annual	65,291	68,556	71,984	75,583	79,362
52	ACCOUNTANT I BUILDING INSPECTOR I COMMUNITY SERVICE OFFICER I HR ANALYST I	SEIU	hourly	\$ 32.17	\$ 33.78	\$ 35.47	\$ 37.24	\$ 39.10
			bi-weekly	2,574	2,702	2,837	2,979	3,128
		LMCEA	monthly	5,576	5,855	6,148	6,455	6,778
			annual	66,914	70,259	73,772	77,461	81,334
53	CONSTRUCTION INSPECTOR I POLICE RECORDS SUPERVISOR LEGAL SECRETARY	SEIU	hourly	\$ 32.98	\$ 34.63	\$ 36.36	\$ 38.18	\$ 40.09
			bi-weekly	2,638	2,770	2,909	3,054	3,207
		EXEMPT	monthly	5,717	6,002	6,302	6,618	6,948
			annual	68,598	72,028	75,630	79,411	83,382
54	ENGINEERING TECHNICIAN II EXECUTIVE ASSISTANT	SEIU	hourly	\$ 33.80	\$ 35.49	\$ 37.26	\$ 39.13	\$ 41.08
			bi-weekly	2,704	2,839	2,981	3,130	3,287
		LMCEA	monthly	5,859	6,152	6,459	6,782	7,121
			annual	70,304	73,819	77,510	81,386	85,455
55	ASSISTANT PLANNER BUILDING INSPECTOR II COMMUNITY SERVICE OFFICER II SENIOR ACCOUNTING TECHNICIAN	SEIU	hourly	\$ 34.65	\$ 36.38	\$ 38.20	\$ 40.11	\$ 42.12
			bi-weekly	2,772	2,911	3,056	3,209	3,369
		SEIU	monthly	6,006	6,306	6,622	6,953	7,300
			annual	72,072	75,676	79,459	83,432	87,604
56	ACCOUNTANT II MANAGEMENT ANALYST I (CONFIDENTIAL) DEPUTY CITY CLERK HR ANALYST II	SEIU	hourly	\$ 35.51	\$ 37.29	\$ 39.15	\$ 41.11	\$ 43.16
			bi-weekly	2,841	2,983	3,132	3,289	3,453
		LMCEA	monthly	6,155	6,463	6,786	7,125	7,482
			annual	73,861	77,554	81,432	85,503	89,778
57	CONSTRUCTION INSPECTOR II LEGAL ASSISTANT PARKS & RECREATION SUPERVISOR	SEIU	hourly	\$ 36.40	\$ 38.22	\$ 40.13	\$ 42.14	\$ 44.24
			bi-weekly	2,912	3,058	3,210	3,371	3,540
		EXEMPT	monthly	6,309	6,625	6,956	7,304	7,669
			annual	75,712	79,498	83,472	87,646	92,028
58	ASSOCIATE PLANNER JUNIOR ENGINEER SENIOR ENGINEERING TECHNICIAN	SEIU	hourly	\$ 37.31	\$ 39.18	\$ 41.13	\$ 43.19	\$ 45.35
			bi-weekly	2,985	3,134	3,291	3,455	3,628
		SEIU	monthly	6,467	6,790	7,130	7,486	7,861
			annual	77,605	81,485	85,559	89,837	94,329
59	BUILDING INSPECTOR III CHIEF UTILITY OPERATOR COMMUNITY SERVICE OFFICER III UTILITY OPERATOR III MAINTENANCE SERVICES SUPERVISOR	SEIU	hourly	\$ 38.24	\$ 40.15	\$ 42.16	\$ 44.27	\$ 46.48
			bi-weekly	3,059	3,212	3,373	3,541	3,718
		SEIU	monthly	6,628	6,960	7,308	7,673	8,057
			annual	79,539	83,516	87,692	92,077	96,680
60	EXECUTIVE ASSISTANT TO THE CITY MANAGER HUMAN RESOURCES MANAGER MANAGEMENT ANALYST II (CONFIDENTIAL) INFORMATION TECHNOLOGY ENGINEER I	LMCEA	hourly	\$ 39.20	\$ 41.16	\$ 43.22	\$ 45.38	\$ 47.65
			bi-weekly	3,136	3,293	3,457	3,630	3,812
		EXEMPT	monthly	6,795	7,134	7,491	7,866	8,259
			annual	81,536	85,613	89,893	94,388	99,108
61	POLICE SERVICES MANAGER CONSTRUCTION INSPECTOR III UTILITY MAINTENANCE SUPERVISOR	LMCEA	hourly	\$ 40.18	\$ 42.19	\$ 44.30	\$ 46.51	\$ 48.84
			bi-weekly	3,214	3,375	3,544	3,721	3,907
		SEIU	monthly	6,965	7,313	7,678	8,062	8,465
			annual	83,574	87,753	92,141	96,748	101,585
62	WASTEWATER TREATMENT PLANT SUPERVISOR	LMCEA	hourly	\$ 41.18	\$ 43.24	\$ 45.40	\$ 47.67	\$ 50.05
			bi-weekly	3,294	3,459	3,632	3,814	4,004
		LMCEA	monthly	7,138	7,495	7,869	8,263	8,676
			annual	85,654	89,937	94,434	99,156	104,113
63	SENIOR BUILDING INSPECTOR	SEIU	hourly	\$ 42.21	\$ 44.32	\$ 46.54	\$ 48.86	\$ 51.31
			bi-weekly	3,377	3,546	3,723	3,909	4,105
		SEIU	monthly	7,316	7,682	8,066	8,470	8,893
			annual	87,797	92,187	96,796	101,636	106,718

CITY OF LATHROP
GRADE-STEP TABLE
Eff. 11/08/2021

**FOR REFERENCE USE ONLY*

Adopted Per Resolution No. 21-

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
64	ANIMAL SERVICES MANAGER	LMCEA	hourly	\$ 43.27	\$ 45.43	\$ 47.71	\$ 50.09	\$ 52.59
	ASSISTANT ENGINEER	SEIU	bi-weekly	3,462	3,635	3,816	4,007	4,208
	PARKS AND RECREATION ADMINISTRATOR	SEIU	monthly	7,500	7,875	8,269	8,682	9,116
			annual	90,002	94,502	99,227	104,188	109,398
65	BUDGET MANAGER	LMCEA	hourly	\$ 44.35	\$ 46.57	\$ 48.90	\$ 51.34	\$ 53.91
	SENIOR ACCOUNTANT	LMCEA	bi-weekly	3,548	3,725	3,912	4,107	4,313
	POLICE OFFICER	SWORN	monthly	7,687	8,072	8,475	8,899	9,344
			annual	92,248	96,860	101,703	106,789	112,128
66			hourly	\$ 45.46	\$ 47.73	\$ 50.12	\$ 52.63	\$ 55.26
			bi-weekly	3,637	3,819	4,010	4,210	4,421
			monthly	7,880	8,274	8,687	9,122	9,578
			annual	94,557	99,285	104,249	109,461	114,934
67	COMMUNITY SERVICES SUPERVISOR	LMCEA	hourly	\$ 46.59	\$ 48.92	\$ 51.37	\$ 53.93	\$ 56.63
	INFORMATION TECHNOLOGY ENGINEER II	LMCEA	bi-weekly	3,727	3,914	4,109	4,315	4,530
	SENIOR PLANNER	LMCEA	monthly	8,076	8,479	8,903	9,349	9,816
	SENIOR MANAGEMENT ANALYST	LMCEA	annual	96,907	101,753	106,840	112,182	117,791
	SPECIAL DISTRICTS MANAGER	LMCEA						
68	PERMIT AND PLAN CHECK SUPERVISOR	LMCEA	hourly	\$ 47.76	\$ 50.15	\$ 52.66	\$ 55.29	\$ 58.05
			bi-weekly	3,821	4,012	4,212	4,423	4,644
			monthly	8,278	8,692	9,127	9,583	10,062
			annual	99,341	104,308	109,523	114,999	120,749
69	UTILITY PLANT SUPERVISOR	LMCEA	hourly	\$ 48.95	\$ 51.40	\$ 53.97	\$ 56.67	\$ 59.50
			bi-weekly	3,916	4,112	4,317	4,533	4,760
			monthly	8,485	8,909	9,354	9,822	10,313
			annual	101,816	106,907	112,252	117,865	123,758
70	ASSOCIATE ENGINEER	SEIU	hourly	\$ 50.18	\$ 52.69	\$ 55.32	\$ 58.09	\$ 60.99
			bi-weekly	4,014	4,215	4,426	4,647	4,880
			monthly	8,698	9,133	9,589	10,069	10,572
			annual	104,374	109,593	115,073	120,826	126,868
71	PARKS AND RECREATION SUPERINTENDENT	LMCEA	hourly	\$ 51.43	\$ 54.00	\$ 56.70	\$ 59.54	\$ 62.51
	INFORMATION TECHNOLOGY ENGINEER III	LMCEA	bi-weekly	4,114	4,320	4,536	4,763	5,001
			monthly	8,915	9,360	9,828	10,320	10,836
			annual	106,974	112,323	117,939	123,836	130,028
72	PRINCIPAL PLANNER	LMCEA	hourly	\$ 52.72	\$ 55.36	\$ 58.12	\$ 61.03	\$ 64.08
	POLICE SERGEANT	SWORN	bi-weekly	4,218	4,428	4,650	4,882	5,127
			monthly	9,138	9,595	10,075	10,579	11,107
			annual	109,658	115,140	120,898	126,942	133,289
73	ASSISTANT CHIEF BUILDING OFFICIAL	LMCEA	hourly	\$ 54.04	\$ 56.74	\$ 59.58	\$ 62.56	\$ 65.69
			bi-weekly	4,323	4,539	4,766	5,005	5,255
			monthly	9,367	9,835	10,327	10,843	11,386
			annual	112,403	118,023	123,925	130,121	136,627
74	CITY CLERK	EXEMPT	hourly	\$ 55.39	\$ 58.16	\$ 61.07	\$ 64.12	\$ 67.33
	SENIOR CIVIL ENGINEER	LMCEA	bi-weekly	4,431	4,653	4,885	5,130	5,386
	SENIOR ENGINEER	LMCEA	monthly	9,601	10,081	10,585	11,114	11,670
	FINANCE MANAGER	LMCEA	annual	115,211	120,972	127,020	133,371	140,040
75			hourly	\$ 56.77	\$ 59.61	\$ 62.59	\$ 65.72	\$ 69.00
			bi-weekly	4,542	4,769	5,007	5,257	5,520
			monthly	9,840	10,332	10,849	11,391	11,961
			annual	118,082	123,986	130,185	136,694	143,529
76	ACCOUNTING MANAGER	LMCEA	hourly	\$ 58.19	\$ 61.10	\$ 64.15	\$ 67.36	\$ 70.73
	CONSTRUCTION SUPERINTENDENT	LMCEA	bi-weekly	4,655	4,888	5,132	5,389	5,658
	DEPUTY DIRECTOR OF PARKS, REC & MAINT SERVICES	LMCEA	monthly	10,086	10,591	11,120	11,676	12,260
	PARKS PROJECT MANAGER	LMCEA	annual	121,035	127,087	133,441	140,113	147,119
	PROJECTS MANAGER	LMCEA						
	UTILITY OPERATIONS SUPERINTENDENT	LMCEA						
77	ASSISTANT CITY ATTORNEY	EXEMPT	hourly	\$ 59.64	\$ 62.62	\$ 65.75	\$ 69.04	\$ 72.49
	CHIEF BUILDING OFFICIAL	EXEMPT	bi-weekly	4,771	5,010	5,260	5,523	5,799
			monthly	10,338	10,854	11,397	11,967	12,565
			annual	124,051	130,254	136,766	143,605	150,785

**CITY OF LATHROP
GRADE-STEP TABLE**

**FOR REFERENCE USE ONLY*

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Adopted Per Resolution No. 21-

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
78	DEPUTY FINANCE DIRECTOR	LMCEA	hourly	\$ 61.14	\$ 64.20	\$ 67.41	\$ 70.78	\$ 74.32
			bi-weekly	4,891	5,136	5,393	5,662	5,945
			monthly	10,598	11,127	11,684	12,268	12,881
			annual	127,171	133,530	140,206	147,217	154,577
79	ECONOMIC DEVELOPMENT ADMINISTRATOR LAND DEVELOPMENT MANAGER	LMCEA	hourly	\$ 62.66	\$ 65.79	\$ 69.08	\$ 72.54	\$ 76.16
			bi-weekly	5,013	5,263	5,527	5,803	6,093
		LMCEA	monthly	10,861	11,404	11,974	12,573	13,202
			annual	130,333	136,849	143,692	150,877	158,420
80	ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR CHIEF PLANNING OFFICIAL PRINCIPAL ENGINEER	LMCEA	hourly	\$ 64.23	\$ 67.44	\$ 70.81	\$ 74.35	\$ 78.07
			bi-weekly	5,138	5,395	5,665	5,948	6,246
		LMCEA	monthly	11,133	11,690	12,274	12,888	13,532
			annual	133,598	140,278	147,292	154,657	162,390
81	SENIOR CONSTRUCTION MANAGER CHIEF INFORMATION OFFICER	LMCEA	hourly	\$ 65.84	\$ 69.13	\$ 72.59	\$ 76.22	\$ 80.03
			bi-weekly	5,267	5,531	5,807	6,097	6,402
		EXEMPT	monthly	11,412	11,983	12,582	13,211	13,872
			annual	136,947	143,795	150,984	158,534	166,460
82	ASSISTANT PUBLIC WORKS DIRECTOR POLICE COMMANDER	LMCEA	hourly	\$ 67.48	\$ 70.85	\$ 74.40	\$ 78.12	\$ 82.02
			bi-weekly	5,398	5,668	5,952	6,249	6,562
		SWORN	monthly	11,697	12,281	12,895	13,540	14,217
			annual	140,358	147,376	154,745	162,482	170,607
83			hourly	\$ 69.17	\$ 72.63	\$ 76.26	\$ 80.07	\$ 84.08
			bi-weekly	5,534	5,810	6,101	6,406	6,726
			monthly	11,989	12,589	13,218	13,879	14,573
			annual	143,874	151,067	158,621	166,552	174,879
84			hourly	\$ 70.90	\$ 74.45	\$ 78.17	\$ 82.08	\$ 86.18
			bi-weekly	5,672	5,956	6,253	6,566	6,894
			monthly	12,289	12,904	13,549	14,226	14,938
			annual	147,472	154,846	162,588	170,717	179,253
85	DIRECTOR OF HUMAN RESOURCES DIRECTOR OF PARKS, RECREATION & MAINT SERVICES DIRECTOR OF GOVERNMENT SERVICES/CITY CLERK	EXEMPT	hourly	\$ 72.67	\$ 76.30	\$ 80.12	\$ 84.12	\$ 88.33
			bi-weekly	5,814	6,104	6,409	6,730	7,066
		EXEMPT	monthly	12,596	13,226	13,887	14,582	15,311
			annual	151,154	158,711	166,647	174,979	183,728
86			hourly	\$ 74.49	\$ 78.21	\$ 82.13	\$ 86.23	\$ 90.54
			bi-weekly	5,959	6,257	6,570	6,899	7,243
			monthly	12,912	13,557	14,235	14,947	15,694
			annual	154,939	162,686	170,820	179,361	188,330
87	DEPUTY CITY MANAGER/DIRECTOR OF PUBLIC WORKS DIRECTOR OF FINANCE	EXEMPT	hourly	\$ 76.35	\$ 80.17	\$ 84.18	\$ 88.38	\$ 92.80
			bi-weekly	6,108	6,413	6,734	7,071	7,424
		EXEMPT	monthly	13,234	13,896	14,590	15,320	16,086
			annual	158,808	166,748	175,086	183,840	193,032
88	DIRECTOR OF COMMUNITY DEVELOPMENT DIRECTOR OF PUBLIC WORKS	EXEMPT	hourly	\$ 78.26	\$ 82.17	\$ 86.28	\$ 90.60	\$ 95.13
			bi-weekly	6,261	6,574	6,903	7,248	7,610
		EXEMPT	monthly	13,565	14,243	14,955	15,703	16,488
			annual	162,781	170,920	179,466	188,439	197,861
89	CITY ENGINEER	EXEMPT	hourly	\$ 80.22	\$ 84.23	\$ 88.44	\$ 92.86	\$ 97.51
			bi-weekly	6,418	6,738	7,075	7,429	7,801
			monthly	13,905	14,600	15,330	16,097	16,901
			annual	166,858	175,200	183,961	193,159	202,816
90			hourly	\$ 82.22	\$ 86.33	\$ 90.65	\$ 95.18	\$ 99.94
			bi-weekly	6,578	6,906	7,252	7,614	7,995
			monthly	14,251	14,964	15,712	16,498	17,323
			annual	171,018	179,568	188,547	197,974	207,873
91	ASSISTANT CITY MANAGER	EXEMPT	hourly	\$ 84.28	\$ 88.49	\$ 92.92	\$ 97.56	\$ 102.44
			bi-weekly	6,742	7,080	7,433	7,805	8,195
			monthly	14,609	15,339	16,106	16,911	17,757
			annual	175,302	184,068	193,271	202,934	213,081
92			hourly	\$ 86.39	\$ 90.71	\$ 95.24	\$ 100.00	\$ 105.00
			bi-weekly	6,911	7,257	7,619	8,000	8,400
			monthly	14,974	15,722	16,509	17,334	18,201
			annual	179,685	188,669	198,103	208,008	218,408

CITY OF LATHROP
GRADE-STEP TABLE
Eff. 11/08/2021

**FOR REFERENCE USE ONLY*

Adopted Per Resolution No. 21-

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
93			hourly	\$ 88.55	\$ 92.97	\$ 97.62	\$ 102.50	\$ 107.63
			bi-weekly	7,084	7,438	7,810	8,200	8,610
			monthly	15,348	16,115	16,921	17,767	18,656
			annual	184,177	193,386	203,055	213,208	223,868
94	POLICE CHIEF	EXEMPT	hourly	\$ 90.76	\$ 95.30	\$ 100.06	\$ 105.07	\$ 110.32
			bi-weekly	7,261	7,624	8,005	8,405	8,826
			monthly	15,732	16,518	17,344	18,212	19,122
			annual	188,782	198,221	208,132	218,538	229,465
95			hourly	\$ 93.03	\$ 97.68	\$ 102.56	\$ 107.69	\$ 113.08
			bi-weekly	7,442	7,814	8,205	8,615	9,046
			monthly	16,125	16,931	17,778	18,667	19,600
			annual	193,501	203,176	213,335	224,002	235,202
96			hourly	\$ 95.36	\$ 100.12	\$ 105.13	\$ 110.39	\$ 115.90
			bi-weekly	7,628	8,010	8,410	8,831	9,272
			monthly	16,528	17,355	18,222	19,133	20,090
			annual	198,339	208,256	218,668	229,602	241,082

CONTRACT								
	CITY ATTORNEY	EXEMPT	annual	\$ 227,312				
	CITY MANAGER	EXEMPT	annual	\$ 241,626				

Changes

Added:

Property and Evidence Technician Grade 49

ITEM 5.4

CITY MANAGER'S REPORT NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER MUNICIPAL CODE AMENDMENT TO ALLOW RETAIL COMMERCIAL CANNABIS ACTIVITIES IN THE CITY OF LATHROP (TA-21-116)

RECOMMENDATION: Council to Consider the Following:

1. Hold a Public Hearing; and
2. First Reading and Introduce an Ordinance Amending Chapter 5.04, Business Licenses Generally, Chapter 5.26, Prohibition Against Commercial Cannabis, and Chapter 17.18, Prohibited Cannabis Activities.
3. Adopt a Resolution Establishing Merit Based Selection Criteria.

SUMMARY:

The proposed Municipal Code Text Amendment is a Council-initiated proposal to modify Chapter 5.04 titled "Business Licenses Generally", Chapter 5.26 titled "Prohibition Against Commercial Cannabis" and Chapter 17.18 titled "Prohibited Cannabis Activities" to permit commercial cannabis activities to operate in the City. The proposed amendments include establishing cannabis regulations to enforce rules and regulations consistent with state law and to permit cannabis dispensaries in commercial zoning districts subject to a Conditional Use Permit. Approval of the text amendment would allow one (1) cannabis dispensary to operate in the City.

The proposed Merit Based Selection Criteria (Selection Criteria) will be used as a system to objectively award an applicant the authority to move forward with the formal application to operate a cannabis dispensary in the City. The Selection Criteria is a system that allows City Staff to review potential cannabis dispensary operators and to provide recommendations to the City Council for selection.

BACKGROUND:

State of California

From 1996 to 2015, California voters and the Legislature adopted several bills regarding the use and regulation of medical marijuana. In November 2016, the voters of the State of California approved and passed Proposition 64, also known as the "Adult Use of Marijuana Act" ("AUMA").

In June 2017, California Passed SB 94, that integrated the Medical Marijuana Regulation and Safety Act ("MCRSA") and the AUMA to create the Medicinal and

**CITY MANAGERS REPORT
NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING
MUNICIPAL CODE AMENDMENT**

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In June 2017, California Passed SB 94, that integrated the Medical Marijuana Regulation and Safety Act ("MCRSA") and the AUMA to create the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA") contained in Division 10 of the California Business and Professions Code. Under MAUCRSA, a single regulatory system governs the medicinal and adult-use cannabis industry in California.

City of Lathrop

On January 29, 2018, the City Council adopted Ordinance No. 18-387 for the prohibition against all commercial cannabis activities within City limits. The Ordinance established Chapter 5.26 titled "Prohibition Against Commercial Cannabis" and Chapter 17.18 titled "Prohibited Cannabis Activities." The Ordinance stated that "Commercial cannabis activities of all types including but not limited to, dispensaries, collectives, cooperatives, distribution manufacturing, delivery, storing, testing, sale, processing and cultivation are expressly prohibited within the city limits."

On February 8, 2021, an initial Regional Cannabis Update was presented to the City Council providing an update on cannabis regulations and permitting in San Joaquin County. The update provided detail regarding the Ordinances passed by San Joaquin County to regulate and tax cannabis businesses.

On July 12, 2021, a Cannabis Update was presented to the City Council at their request from the February 8, 2021, Regional Cannabis Update. This Update presented a survey of surrounding jurisdiction's cannabis regulations and various State license types and descriptions. The Update presented a number of options for City Council input and discussion, including but not limited to a public benefit fee, number of cannabis businesses permitted, and cannabis license types.

On August 2, 2021, a Commercial Cannabis Discussion was conducted by the City Council and further provided options for the City Council to discuss and provide direction to City Staff. The discussion included application processing, development regulations, selection process, application requirements and fees, and next steps/implementation actions. The City Council provided direction to City Staff to prepare an Ordinance to establish cannabis regulations and to allow one (1) cannabis dispensary to operate in the City.

On September 13, 2021, the City Council considered the proposed amendments to establish cannabis regulations and to clarify where cannabis business uses are permitted within the City. Following deliberation and public comment, the City Council voted not to move forward with the amendments.

Planning Commission

At their special meeting of September 1, 2021, the Planning Commission considered the proposed amendments to Chapter 5.26 and Chapter 17.18 to establish cannabis regulations and to clarify where cannabis business uses are permitted within the City.

During deliberation, the Planning Commission raised concerns related to the location in which the single cannabis dispensary will be located, including but not limited to: 1) close proximity to existing and future residential uses, 2), the cannabis dispensary may be incompatible with existing commercial retail establishments, 3) concern related to foot-traffic at a cannabis dispensary, such as long waiting lines, and 4) consideration to allow the cannabis dispensary to operate in Industrial Zoning Districts.

Following their deliberation, the Planning Commission voted 4-1 recommending the proposed amendments to the Lathrop Municipal Code. Planning Commission's action includes the following recommendations:

- Cannabis activities shall not be permitted in the following zoning districts: CR-RI (Regional Commercial-River Islands); CN (Neighborhood Commercial); CS-MV (Service Commercial-Mosssdale Village; CO-CL (Commercial Office-Central Lathrop); CH-MV (Highway Commercial-Mosssdale Village; and CV-MV (Village Commercial-Mosssdale Village).
- Allow Cannabis activities in the Industrial Zoning Districts within the City of Lathrop, subject to the approval of a Conditional Use Permit.
- Increase the City Council recommended buffer from 1,000-ft. to 1,500-ft. (measured from centerline) on Lathrop Road/Spartan Way, between the intersection of Spartan Way/Stanford Crossing and Lathrop Road/Harlan Road and Golden Valley Parkway, between the intersection of Golden Valley Parkway/Spartan Way and Golden Valley Parkway/River Islands Parkway.

Attached is the Planning Commission Resolution No. 21-23 for reference. (Attachment #5).

ANALYSIS:

The proposed amendments (including recommendations by the Planning Commission) include modification of Chapter 5.04, Chapter 5.26 and Chapter 17.18 to establish cannabis regulations and to clarify where cannabis business uses are permitted within the City. The following is a general overview of the proposed changes to the Municipal Code.

Chapter 5.04: Business Licenses Generally

The proposed amendments to Chapter 5.04 include amending Section 5.04.190: *Authorization by chief of police* to add Cannabis Business as a use that requires Chief of Police authorization prior to being issued.

Chapter 5.26: Prohibition Against Commercial Cannabis

The proposed amendments to Chapter 5.26 include renaming the Chapter to "Commercial Cannabis Regulations", remove language related to prohibiting

commercial cannabis activities, and providing cannabis regulations. Cannabis regulations include but are not limited to the following:

- Update definitions to be consistent with state law for each type of commercial cannabis use.
- Require cannabis business to obtain a Development Agreement, Conditional Use Permit, Site Plan Review (if applicable), a valid state license, and City business license prior to operating in the City.
- Provide procedures for selecting the cannabis business to operate in the City. The selection process may include a request for proposal (RFP) and scoring or ranking system for City Council consideration.
- Define the purpose and potential terms of the Development Agreement, including but not limited to public outreach and education, community service, payment of fees and other charges mutually agreed upon, approval of architectural plans, etc.
- Define the maximum number of types of cannabis businesses authorized to operate in the City. As noted above, the proposed amendments would allow one (1) cannabis dispensary to operate in the City. City Council, in its discretion, may determine by Ordinance whether the number of commercial cannabis businesses should change.
- Require a 600-ft. buffer from schools, day care centers, and youth centers, consistent with state law and a 1,500-ft buffer (measured from centerline) from Lathrop Road/Spartan Way and Golden Valley Parkway.
- Regulations and standards for cannabis dispensaries, including but not limited to submittal requirements, security standards, odor control, insurance, waste management, etc.
- Development and operational standards for all commercial cannabis businesses such as inspection process, restriction on alcohol sales and consumption.
- Employee requirements for cannabis businesses including authorization for the Chief of Police to implement an employee permit system.
- Enforcement and inspection standards.

Chapter 17.18: Prohibited Cannabis Activities

The proposed amendments to Chapter 17.18 include renaming the Chapter to "Cannabis Activities", remove language related to prohibiting commercial cannabis activities, and establishing a permitted use table for commercial cannabis activities/types.

As noted above, the proposed amendments would allow for one (1) cannabis dispensary to operate in the City. The table in Section 17.18.040 of Attachment 3 identifies the various designations and types of commercial cannabis businesses (including Planning Commission's recommendations). The table below highlights the cannabis dispensary type is permitted in the City subject to approval of a Conditional Use Permit ("C"). In cases where a proposed use is not listed or defined, the use is prohibited (for the purposes of formatting, the permitted use table is divided into two (2) tables).

<u>Commercial Cannabis Use</u>	<u>CC</u>	<u>CS</u>	<u>CH</u>	<u>CO-LG</u>	<u>CS-LG</u>	<u>CO-SL</u>	<u>NC-CL</u>	<u>IL</u>	<u>IG</u>	<u>IL-LG</u>	<u>IL-SL</u>
<u>Cannabis cultivation business</u>											
<u>Cannabis delivery business (stand-alone)</u>											
<u>Cannabis dispensary</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Cannabis distribution business</u>											
<u>Cannabis manufacturing business</u>											
<u>Cannabis testing laboratory</u>											
<u>Cannabis microbusiness</u>											

¹Must comply with Chapter 5.26, Commercial Cannabis Regulations.

²Commercial cannabis use not listed or identified with a "C" in this Table are prohibited.

The proposed amendments provide that cannabis dispensaries are permitted subject to approval of a Conditional Use Permit in the following Zoning Districts:

- CC, Central Commercial
- CS, Commercial Service
- CH, Highway Commercial
- IL, Limited Industrial
- IG, General Industrial
- CO-LG, Commercial Office (Lathrop Gateway Business Park Specific Plan)
- CS-LG, Service Commercial (Lathrop Gateway Business Park Specific Plan)
- IL-LG, Limited Industrial (Lathrop Gateway Business Park Specific Plan)
- CO-SL, Commercial Office (South Lathrop Specific Plan)
- IL-SL, Limited Industrial (South Lathrop Specific Plan)
- NC-CL, Neighborhood Commercial (Central Lathrop Specific Plan)

Merit Based Selection Criteria

As previously stated, the Selection Criteria would establish the merit based point-system to objectively award an applicant the authority to move forward with the formal application to operate a cannabis dispensary in the City. Per Section 5.26.050: *Permit selection procedure*, the City Manager may design application forms and procedures specific to each permitted license type. Such procedures may include a request for proposal process for certain license types where deemed necessary. Applications shall be reviewed by City Staff, or qualified consultants, as designated by the City Manager and may include a scoring or ranking system.

The proposed Code Text Amendment would allow one (1) cannabis dispensary to operate in the City. In anticipation of potential multiple applications, City staff is recommending that a selection process be utilized to award a qualified applicant the authority to move forward with the formal application to operate in the City.

The Selection Criteria includes the following categories:

- Prioritizing Medicinal Cannabis Access
- Geographical Preference and Neighborhood Relations
- Facility Plan
- Standards and Procedures for the Safe Operation of the Facility
- Prior Experience in Business Ownership and Management
- Qualifications of Principals/Business Plan
- Employee and Public Relations
- Community Benefits
- Discretion of the City

The Draft Merit Based Selection Criteria is attached to this Staff Report as Attachment 6.

Municipal Code Amendments

According to the Lathrop Municipal Code, amendments to the Zoning Code must be reviewed by the Planning Commission with a recommendation forwarded to the City Council. Any recommendation of the Planning Commission, or final action of by the City Council must include the following findings:

"That the proposed amendment will be consistent with applicable provisions of the General Plan".

Staff and the Planning Commission have determined that the proposed code amendments conform to the General Plan. This is documented in Planning Commission Resolution #21-23.

Public Notice

A Notice of Public Hearing was advertised in the Manteca Bulletin on September 2, 2021 and the meeting agenda was posted at our designated posting locations in the City. As of the writing of this report, no comments were received in favor or against the proposed amendments.

CEQA REVIEW:

The proposed Municipal Code Amendment is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061 (b) (3) by the "Common Sense Exemption" that CEQA applies only to projects that have a potential for causing a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and Business and Professions Code Section 26055(h), in that the proposed Ordinance allows for requiring discretionary review and adequate environmental compliance for each application. Specific development projects undertaken in the future pursuant to the amended Municipal Code would be required to comply with CEQA at that time.

RECOMMENDATION:

The Planning Commission and staff recommend that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, introduce an Ordinance Amending Title 5, Business Licenses and Regulations, Chapter 5.04, Business Licenses Generally, Chapter 5.26, Prohibition Against Commercial Cannabis, and Title 17, Zoning, Chapter 17.18, Prohibited Cannabis Activities and adopt a Resolution establishing a merit based selection criteria.

FISCAL IMPACT:

There is no fiscal impact to the City of Lathrop, only staff time to prepare the report.

ATTACHMENTS:

1. Ordinance Approving Various Municipal Code Amendments
2. Resolution Approving the Merit Based Selection Criteria
3. Mark-up of Chapter 5.26 Prohibition Against Commercial Cannabis
4. Mark-up of Chapter 17.18 Prohibited Cannabis Activities
5. Mark-up of Chapter 5.04 Business Licenses Generally
6. Draft Merit Based Selection Criteria
7. Planning Commission Resolution No. 21-23

**CITY MANAGERS REPORT
NOVEMBER 8, 2021 CITY COUNCIL REGULAR MEETING
MUNICIPAL CODE AMENDMENT**

APPROVALS:



David Niskanen
Contract Planner

10/27/2021

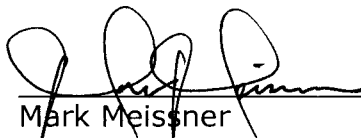
Date



Rick Caguiat
Principal Planner

10/25/21

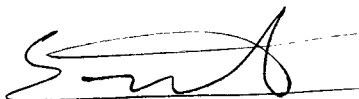
Date



Mark Meissner
Community Development Director

10/22/2021

Date



Salvador Navarrete
City Attorney

10.22.2021

Date



Stephen J. Salvatore
City Manager

11.1.21

Date

ORDINANCE NO. 21-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 5, BUSINESS LICENSES AND REGULATIONS, CHAPTER 5.04, BUSINESS LICENSES GENERALLY, CHAPTER 5.26, PROHIBITION AGAINST COMMERCIAL CANNABIS, AND TITLE 17, ZONING, CHAPTER 17.18, PROHIBITED CANNABIS ACTIVITIES (TA-21-116)

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing at a special meeting on September 1, 2021, at which they adopted PC Resolution No. 21-23 recommending City Council adopt Municipal Code Text Amendment No. TA-21-116 pursuant to the Lathrop Municipal Code; and

WHEREAS, California Health and Safety Code section 11362.5, the Compassionate Use Act of 1996 ("CUA"), adopted by the voters in the State of California, authorizes a limited defense to criminal charges for the use, possession or cultivation of marijuana for medical purposes when a qualified patient has a doctor's recommendation for the use of marijuana; and

WHEREAS, Health and Safety Code section 11362.7 et. seq., The Medicinal Marijuana Program Act ("MMPA"), was adopted by the state legislature and offers some clarification on the scope of the CUA, and section 11362.83, and specifically authorizes cities and other governing bodies to adopt and enforce regulations related to medical marijuana; and

WHEREAS, the Medical Marijuana Regulation and Safety Act ("MCRSA" (Business and Professions Code section 19300 et. seq.)) was adopted by the Legislature in 2015, and regulates the commercial activity of medical marijuana and assigns certain state agencies with regulatory tasks regarding commercial medical marijuana, including product labeling and environmental regulation; and

WHEREAS, the Control, regulate and Tax Use of Marijuana Act ("AUMA" or Proposition 64") to legalize the recreational use of marijuana in California for individuals twenty-one (21) years of age and older was approved by the voters and became effective November 9, 2016; and

WHEREAS, the California Legislature passed Senate Bill 94 in June 2017, which was signed by the Governor and went into effect immediately, and which repealed MCRSA entirely and merged certain portions of that law with AUMA to create a more comprehensive regulatory structure for both medical and recreational marijuana; and

WHEREAS, the new comprehensive regulatory system created by Senate Bill 94, intended to regulate all commercial cannabis uses, is called the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"); and

WHEREAS, the CUA, MMPA, and MAUCRSA do not prevent the city from using its constitutional authority to enact nuisance, health and safety, and land use regulations regarding cannabis cultivation, dispensaries or other commercial cannabis uses; and

WHEREAS, the City Council desires to regulate commercial cannabis businesses operating in the City of Lathrop in a manner that mitigates potential negative impacts, prevents cannabis from reaching minors or the illicit market, preserves public health and safety, protects the environment, drives diverse economic opportunities, and implements the City’s General Plan; and

WHEREAS, the proposed text amendment is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061 by the “Common Sense Exemption” that CEQA applies only to projects that have a potential for causing a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and Business and Professions Code Section 26055(h), in that the commercial cannabis regulations ordinance allows for requiring discretionary review and adequate environmental compliance for each application; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby approve Municipal Code Amendment as shown Attachments “2”, “3”, and “4”, incorporated by reference herein.

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

Section 1. The Lathrop Municipal Code is hereby amended as shown in Attachments “2”, “3”, and “4”, incorporated by reference herein.

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

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

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

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

THIS ORDINANCE was regularly introduced at a meeting of the City Council of the City of Lathrop on the 8th day of November 2021, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on _____, by the following vote:

AYES:

NOES:

ABSTAIN:

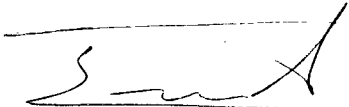
ABSENT:

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 MERIT BASED SELECTION CRITERIA FOR SCORING COMMERCIAL CANNABIS APPLICATIONS

WHEREAS, the City Council desires to regulate commercial cannabis businesses operating in the City of Lathrop in a manner that mitigates potential negative impacts, prevents cannabis from reaching minors or the illicit market, preserves the public health and safety, protects the environment, drives diverse economic opportunities, and implements the City's General Plan; and

WHEREAS, the City Council held a noticed public hearing on November 8, 2021, on a proposed Ordinance which amends the Lathrop Municipal Code to regulate commercial cannabis activities and allows for the operation of one (1) cannabis dispensary; and

WHEREAS, the proposed Ordinance sets forth a selection process for Commercial Cannabis that allows the City Manager to design application forms and procedures specific to each permitted license type and that applications shall be reviewed by City staff or qualified consultants, as designated by the City Manager and allows that a merit based scoring system to be established by the City to objectively award the applicant the authority to move forward with a formal application in the event that there is more than one application; and

WHEREAS, adoption of the Selection Criteria is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061 by the "Common Sense Exemption" that CEQA applies only to projects that have a potential for causing a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop hereby make the following findings:

Section 1. That certain document entitled "Merit Based Selection Criteria for Cannabis", as illustrated and incorporated by reference as Attachment 6 of the City Council Staff Report is hereby approved.

Section 2. The criteria herein shall become effective upon the date of this Resolution.

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 approve the Merit Based Selection Criteria, as illustrated and incorporated by reference as Attachment 6 of the November 8, 2021 City Council Staff Report.

The foregoing resolution was passed and adopted this 8th day of November 2021 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

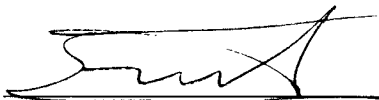
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

New text is shown by underline; deleted text is shown by ~~strikethrough~~

Chapter 5.26 ~~PROHIBITION AGAINST~~ COMMERCIAL CANNABIS REGULATIONS

5.26.010 Purpose and intent.

~~The purpose of this chapter is to promote the public health, safety, and general welfare, and to enact a complete and total prohibition of commereial cannabis activity the city of Lathrop: (Ord. 18-387 § 1)~~ It is the purpose and intent of this chapter to implement the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”) to accommodate the needs of and provide access to cannabis for medicinal purposes and implement the desire of California voters who approved the Adult Use of Marijuana Act (“AUMA”) by Proposition 64 in November 2016, while imposing sensible regulations on the use of land to protect the City’s residents, neighborhoods, and businesses from disproportionately negative impacts. As such, it is the purpose and intent of this chapter to regulate the commercial cannabis activity in a responsible manner to protect the health, safety, and welfare of the residents of Lathrop and to enforce rules and regulations consistent with state law. Nothing in this chapter is intended to authorize the possession, use, or provision of cannabis for purposes that violate state or local law. The provisions of this chapter are in addition to any other permits, licenses and approvals which may be required to operate cannabis business in the City, such as conditional use permit issued pursuant to Title 17 of this Code, and are in addition to any permits, licenses, and approval required under state, county, or other law.

5.26.020 Legal Authority.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution, the provisions of MAUCRSA, and any subsequent state legislation and/or regulations regarding same, the City of Lathrop is authorized to adopt ordinances that establish standards, requirements, and regulations regarding health and safety, and worker protections established by the State of California, or any of its departments or divisions shall be the minimum standards applicable in the City of Lathrop to all commercial cannabis activity.

5.26.0230 Definitions.

“Business” means a profession, trade, occupation, gainful activity, and all and any kind of calling whether or not carried on for profit.

“Cannabis” means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this division, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the California Health and Safety Code.

“Cannabis business” means any business engaged in commercial cannabis activity. “Cannabis Business” does not include any of the following:

1. A clinic pursuant to Chapter 1 of Division 2 of the Health and Safety Code.
2. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code.
3. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code.
4. A residential hospice or a home health agency licensed pursuant to Chapter 8 and Chapter 8.5 of Division 2 of the Health and Safety Code.
5. The cultivation, delivery, or furnishing of cannabis by a qualified patient, a primary caregiver, or other person with identification card as defined by Section 11362.7 of Health and Safety Code provided such activity complies strictly with all applicable state law, including but not limited to, Sections 11362.5 and 11362.765 of the Health and Safety Code.

“Cannabis cultivation business” means any business that, pursuant to a Type 1, Type 1A, Type 1B, Type 1C, Type 2, Type 2A, Type 2B, Type 3, Type 3A, Type 3B, Type 4, Type 5, Type 5A, Type 5B, or Type 12 state business license, or their successors, cultivates cannabis or cannabis products.

“Cannabis delivery” means the commercial transfer of cannabis or cannabis products to a customer. “Cannabis delivery” also includes the use by a retailer of any technology platform.

“Cannabis delivery business” means any cannabis business that, pursuant to a Type 10 state cannabis license, or its successors, delivers, makes available, or distributes cannabis and cannabis products to a consumer.

“Cannabis dispensary” means any cannabis business where medicinal or adult-use cannabis or cannabis products are sold at retail, pursuant to a Type 10 state cannabis license, or its successors. A cannabis dispensary may include a cannabis business that provides cannabis deliveries.

“Cannabis distribution business” means any business that, pursuant to Type 11 or Type 13 state cannabis license, or their successors, procures, sells, or transports cannabis and cannabis products between cannabis businesses.

“Cannabis for personal use” means any use or possession of cannabis that does not require a license pursuant to Chapter 1 of Division 10 of the California Business and Professions Code.

“Cannabis manufacturing business” means any cannabis business that, pursuant to Type 6, Type 7, or Type 12 state cannabis license, or their successors, manufactures cannabis or cannabis products.

“Cannabis product” means cannabis or a product containing cannabis, including, but not limited to, manufactured cannabis, and shall have the same meaning as in Section 11018.1 of the California Health and Safety Code. For purposes of this chapter, “cannabis” does not include

industrial hemp as defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.

“Cannabis testing laboratory” means a cannabis business that tests cannabis or cannabis products pursuant to a Type 8 state cannabis license, or its successors.

“City” or “City of Lathrop” means the City of Lathrop, a California general law City.

“City Council” means the City Council of the City of Lathrop.

“Commercial cannabis activity” means any activity including cultivation, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, dispensaries, collectives, cooperatives and sale of cannabis or cannabis products that requires a state license.

“Commercial cannabis business” or “Cannabis business” means any business or operation which engages in medicinal or adult-use commercial cannabis activity.

“Commercial cannabis waste” means cannabis plants and plant materials that are discarded by a cannabis business, including, but not limited to, extra vegetative plants, failed clones, and harvest waste.

“Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

“Day care center” means any licensed child care facility other than a small or large day care home, including infant centers and preschools.

“Department” means the Department of Cannabis Control within the Department of Consumer Affairs, formerly named the Bureau of Cannabis Control, the Bureau of Marijuana Control, the Bureau of Medical Cannabis Regulation, and the Bureau of Medical Marijuana Regulation.

“Juvenile” means any natural person who is under the age of eighteen years.

“License” means a state license issued pursuant to Business and Professions Code Section 26000.

“Manufacture” means to compound, blend, extract, infuse or otherwise make or prepare a cannabis product.

“Medicinal cannabis” or “medicinal cannabis product” means cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the California Health and Safety Code, by a medicinal cannabis patient in California who possesses a physician’s recommendation. For the purposes of this chapter, the term “medicinal cannabis” is synonymous with medical cannabis.

“Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA)” means Senate Bill 94 contained in Division 10 of the California Business and Professions Code. (Ord. 18-387 § 1)

“Microbusiness” means a commercial cannabis facility operating under a state Type 12 license, or a state cannabis license type subsequently established, and meeting the definition of microbusiness Business and Professions Code section 26070(a)(3)(A), as may be amended from time to time, which cultivates less than 10,000 square feet of cannabis and acts as a licensed distributor, Level 1 manufacturer, and retailer.

“Person” means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit and includes the plural as well as the singular number.

“Primary caregiver” has the same meaning as that term is defined by Section 11362.7 of the Health and Safety Code.

“Qualified patient” has the same meaning as that term is defined by Section 11362.7 of the Health and Safety Code.

“School” means any public or private school providing instruction in kindergarten or grades 1-12, inclusive, but does not include any private school where education is primarily conducted in private homes.

“State” means the State of California.

“State license” means a permit or license issued by the State of California, or one of its departments or divisions, under MAUCRSA and any subsequent State of California legislation regarding the same, to engage in commercial cannabis activity.

“Volatile solvent” means volatile organic compounds, including but not limited to: (1) explosive gases, such as Butane, Propane, Xylene, Styrene, Gasoline, Kerosene, O2 or H2; and (2) dangerous poisons, toxins, or carcinogens, such as Methanol, Methylene, Chloride, Acetone, Benzene, Toluene, and Tri-chloro-ethylene as determined by the Fire Marshal.

“Youth center” means any public or private facility that is primarily used to host recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social teenage club facilities, video arcades, or similar amusement park facilities.

5.26.030 Prohibition.

~~— A. — Commercial cannabis activities of all types including, but not limited to, dispensaries, collectives, cooperatives, transportation, distribution, manufacturing, delivery, storing, testing, sale, processing and cultivation are expressly prohibited within the city limits. No person shall establish, operate, conduct, or allow any commercial cannabis (marijuana) activity anywhere within the city.~~

~~— B. — This section is meant to prohibit all activities for which a state license is required. Accordingly, the city shall not issue any permit, license, authorization or other entitlement for any activity for which a state license is required under MAUCRSA.~~

~~C. This section is not intended to prohibit cannabis for personal use or cannabis cultivation for personal use as set forth in Chapter 8.44 of the LMC.~~

~~D. This section is not intended to prohibit any of the following:~~

~~1. A clinic licensed pursuant to Chapter 1 of Division 2 of the California Health and Safety Code.~~

~~2. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the California Health and Safety Code.~~

~~3. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the California Health and Safety Code.~~

~~4. A residential hospice or a home health agency licensed pursuant to Chapter 8 and Chapter 8.5 of Division 2 of the California Health and Safety Code.~~

~~5. The cultivation, delivery, gift, or furnishing of cannabis by a qualified patient, a primary caregiver, or other person with an identification card as defined by Section 11362.7 of Health and Safety Code provided such activity complies strictly with all applicable state law, including, but not limited to, Sections 11362.5 and 11362.765 of the California Health and Safety Code. (Ord. 18-387 § 4)~~

5.26.040 Public nuisance.

~~Any use or condition caused, or permitted to exist, in violation of any provision of this chapter shall be, and hereby is declared to be, a public nuisance and may be summarily abated by the city pursuant to California Code of Civil Procedure Section 731 or any other remedy available to the city. (Ord. 18-387 § 1)~~

5.26.040 State and local requirements.

A. At the time of application to the city, every cannabis business applicant shall submit a copy of its state license required for its operation.

B. Any cannabis business allowed in the city shall obtain all of the following:

1. Development Agreement;

2. Conditional Use Permit pursuant to Lathrop Municipal Code Chapter 17.112;

3. Site Plan Review, if applicable, pursuant to Lathrop Municipal Code Chapter 17.100;

4. City Business License.

C. All cannabis businesses shall maintain compliance with Title 17 of the Lathrop Municipal Code.

D. A valid city and state license must be clearly posted in a conspicuous place within the permitted premises.

5.26.050 Selection procedure.

A. The City Manager, or his or her designee(s), may design application forms and procedures specific to each permitted license type, including online permitting, and require inspections of proposed facilities before issuing a permit under this Chapter. Such procedures may include a request for proposal (RFP) process for certain license types where deemed necessary.

B. Applications shall be reviewed by City staff or qualified consultants, as designated by the City Manager for City Council consideration. Such review may include a scoring or merit based system.

C. Applicants providing false or misleading information in the selection process will result in rejection of the application and/or nullification or revocation of any issued permit.

D. Applications shall require, at a minimum, the following:

1. All necessary information related to the business its operators, including names, birth dates, addresses, social security or tax identification numbers, relevant criminal history, relevant work history, names of businesses owned or operated by the applicant within the last ten (10) years, investor and/or partner information, and APN number of the parcel upon which the business will be located. Such private information will be exempt from disclosure to the public, pursuant to applicable law, to protect an individual's privacy interests and public health and safety.

2. Business Plan.

3. Security Plan as required under Section 5.26.090.

4. Site Plan.

5. Floor Plan.

6. Hazardous Materials Information. To the extent that the applicant intends to use any hazardous materials in its operations, the applicant shall provide a hazardous materials management plan that complies with all federal, state, and local requirements for management of such substances. "Hazardous materials" includes any hazardous substance regulated by any federal, state, or local laws or regulations intended to protect human health or the environment from exposure to such substances.

7. Signed Affidavit. The property owner and applicant, if other than the property owner, shall sign the application and shall include affidavits agreeing to abide by and conform to the conditions of the permit and all provisions of the Lathrop Municipal Code pertaining to the establishment and operation of the commercial cannabis use, including, but not limited to, the provision of this Chapter. The affidavit(s) shall acknowledge that the approval of the permit shall, in no way, permit activity contrary to the Lathrop Municipal Code, or any activity which is in violation of any applicable laws.

5.26.060 Development Agreement.

A. Prior to operating in the City, and as a condition of issuance of any applicable permits, including but not limited to, a business license, the applicant seeking to operate a cannabis business shall enter into a Development Agreement with the city setting forth the terms and conditions under which the cannabis business will operate. Such Development Agreement shall be in addition to the requirements of this chapter as mutually agreed upon that will protect and promote the public health, safety, and welfare of all persons in the city.

B. Every Development Agreement approved by the city pursuant to this chapter shall be subject to an annual review by the City Council to determine compliance with the terms of the development agreement, applicable local and state laws and regulations, this chapter, and the Lathrop Municipal Code.

5.26.070 Maximum number and type authorized.

A. The number of each type of cannabis business that shall be permitted to operate in the city at any one given time shall be as follows:

1. Cannabis Cultivation Business (Indoor Only) – Not permitted.
2. Cannabis Delivery Business (stand alone) – Not Permitted.
3. Cannabis Dispensary – A maximum of one (1) cannabis dispensary.
4. Cannabis Distribution Business – Not permitted.
5. Cannabis Manufacturing Business – Not permitted.
6. Cannabis Microbusiness – Not permitted.
7. Cannabis Testing Laboratory – Not permitted.

This section is only intended to create a maximum number of cannabis businesses that may operate in the city under each category.

5.26.080 Location and minimum proximity requirements.

A. Cannabis business uses shall be located in compliance with Chapter 17.18 of the Lathrop Municipal Code.

B. No cannabis business shall be located within six hundred feet (600') of a school, child day care center, or youth center, as measured from the nearest property lines.

C. No cannabis business shall be located within fifteen hundred feet (1,500') from the following roadways, as measured from the centerline of the street:

1. Spartan Way and Lathrop Road, between the intersection of Spartan Way/Stanford Crossing and Lathrop Road/Harlan Road.

2. Golden Valley Parkway, between the intersection of Golden Valley Parkway/Spartan Way and Golden Valley Parkway/River Islands Parkway.

5.26.090 Cannabis dispensaries

A. Cannabis dispensaries shall maintain all applicable state licenses and comply with all of the following:

1. The number of cannabis dispensaries permitted shall be pursuant to Section 5.26.070 and is subject to the requirements in Title 17 of the Lathrop Municipal Code.

2. Cannabis dispensaries shall only be allowed within fully enclosed buildings pursuant to Section 5.26.100 A. The maximum building size occupied by a cannabis dispensary shall not exceed 5,000 square feet.

3. Any commercial cannabis activity related to delivery shall maintain all applicable state licenses and locally required permits and licenses.

4. Tax Compliance. A cannabis dispensary shall maintain any applicable tax certificates and permits, and timely remit any taxes due to the appropriate government entity.

5. Insurance. A cannabis dispensary shall maintain certificates of commercial general liability insurance and endorsements and certificates of all other insurance related to the operation of the cannabis business.

6. Emergency Contact. A cannabis dispensary shall provide the city manager with the current name and primary and secondary telephone numbers of at least one (1) twenty-four (24) hour on-call manager to address and resolve complaints and to respond to operating problems or concerns associated with the dispensary. The dispensary shall make good faith efforts to encourage neighborhood residents to call this person to solve operating problems, if any, before any calls or complaints are made to the city.

7. Required Signage. The following signs, in measurements of not less than eight by ten inches (8"x10"), shall be clearly and legibly posted in a conspicuous location inside the dispensary where they will be visible to customers in the normal course of a transaction, stating:

1. "The sale of cannabis without a state license and local permit is illegal"

2. "Smoking cannabis on this property, within twenty feet (20') of the dispensary, or in any public place is illegal under California law."

3. "For medical cannabis dispensaries: "No one under the age of eighteen (18) shall be allowed on the premises, unless they are a qualified patient or a primary care giver."

4. "For nonmedical cannabis dispensaries: "No one under the age of twenty-one (21) shall be allowed on the premises."

5. “For all cannabis dispensaries: “This business is under surveillance accessible by Lathrop Police.”

5.26.100 Development and operational standards.

The following standards and regulations apply to all commercial cannabis uses:

A. Building Requirements. All structures used in commercial cannabis uses shall be located in structures designated for that occupancy and shall comply with all applicable sections of the Lathrop Municipal Code. Commercial cannabis uses that provide access to the public including, but not limited to, employees, vendors, contractors, business partners, members, customers, or patients shall meet Lathrop Municipal Code and state requirements for accessibility including accessible parking, assessable path of travel, restrooms, and washing facilities.

B. Emissions Control. All commercial cannabis uses shall utilize appropriate measures in construction and, where applicable, operations to prevent the emissions of dust, smoke, noxious gases, or other substances that have the potential to impact local or regional air quality.

C. Hours of Operation. The maximum hours of operation for a commercial cannabis use shall be established by the conditional use permit and Development Agreement issued by the City, provided that the hours shall not exceed the maximum hours of operation allowed under state law.

D. Odor Control and Ventilation. Commercial cannabis uses shall comply with all current and future state law and regulations related to odor control and ventilation, in addition to any specific requirements for the particular use established in this chapter. No commercial cannabis use may operate in a manner whereby cannabis odors are detectable from adjacent and nearby properties. All commercial cannabis uses must install a ventilation system that adequately controls for odor, humidity, and mold. Conditions of approval may include a schedule related to changing filters.

E. Lighting. All lighting shall be fully shielded, downward casting and not spill over onto structures, other properties or the night sky.

F. Police Notification. A cannabis dispensary shall notify the chief of police or his/her designee(s) within twenty-four (24) hours after discovery any of the following:

a. Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City.

b. Diversion, theft, loss, or any criminal activity involving the commercial cannabis business or any agent or employee of the cannabis business.

c. The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of the cannabis business.

d. Any other breach of security.

G. Security Plan. Security plan including but not limited to the following information:

a. Security Surveillance Cameras. Security surveillance cameras and a video recording system shall be installed to monitor all doors into the buildings on the business site, the parking lot, loading areas, and all exterior sides of the property adjacent to the public rights of way. The cameras and recording system shall be of adequate quality, color rendition, and resolution to allow the identification of any individual present on the business site. The recording system shall be capable of exporting the recorded video in standard MPEG formats to another common medium, such as a DVD or USB drive.

b. Security Video Retention. Video from the security surveillance cameras shall be recorded at all times (twenty-four hours a day, seven days a week) and the recording shall be maintained for at least ninety days. The video recording shall be made available to the city upon request.

c. Alarm System. Professionally and centrally-monitored fire, robbery, and burglar alarm systems shall be installed and maintained in good working condition. The alarm system shall include a private security company that is required to respond to every alarm.

H. Waste Management Plan. A cannabis dispensary shall submit and comply with an approved commercial cannabis waste management plan describing how commercial cannabis waste will be disposed.

I. Weights and Measures. All scales used for commercial transactions shall be registered for commercial use and sealed by the Department of Agriculture/Weights & Measures.

J. Tracking. Commercial cannabis operators shall comply with any track and trace program established by the City or state agencies. Commercial cannabis operators must maintain records tracking all cannabis production and products and shall make all records related to commercial cannabis activity available to the City upon request. The City Manager may require commercial cannabis operators to comply with a County track and trace system if deemed appropriate.

K. Restrictions on Alcohol Sales and Consumption. No alcoholic beverages may be sold, dispensed, or consumed on or about the premises of any commercial cannabis business.

5.26.110 Health and safety.

Commercial cannabis uses shall not create a public nuisance or adversely affect the health or safety of the nearby residents or businesses by creating dust, light, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, unsafe conditions or other impacts, or be hazardous due to the use or storage of materials, processes, products, runoff or wastes.

5.26.120 Taxes.

Commercial cannabis uses shall comply with additional taxes that may be enacted by the voters or any additional regulations that may be promulgated in addition to all current applicable state and local taxes.

5.26.130 Employees.

A. All employees of commercial cannabis businesses must be at least twenty-one (21) years of age.

B. All employees of commercial cannabis business shall be subject to background search by the California Department of Justice and local law enforcement. Permits for commercial cannabis uses shall not be permitted for operators with felony convictions, as specified in subdivision (c) of Section 667.5 of the Penal Code, and subdivision (c) of Section 1192.7 of the Penal Code. Permits for commercial cannabis uses shall not be permitted for operators with criminal convictions that substantially relate to the qualifications, functions, or duties of the business or profession, including a felony conviction involving fraud, deceit, or embezzlement or a criminal conviction for the sale or provision of illegal controlled substances to a minor.

C. Each owner or operator of a commercial cannabis business shall maintain onsite a current register of all the employees currently employed by the commercial cannabis business, and shall produce such register to the Chief of Police, designee, or any other City official authorized to enforce the Lathrop Municipal Code for purposes of determining compliance with this chapter.

D. The Chief of Police is authorized to implement an employee permit system, whereby any employee or volunteer of a commercial cannabis business, must obtain a work permit from the City of Lathrop.

1. At a minimum, such program shall require the issuance of a permit that must be visibly displayed at all times by the employee or volunteer when he or she is working and contains a recent photograph of the individual and the name of the commercial cannabis business where he or she works or volunteers.

2. The Chief of Police may establish a fee for the cost of issuing such a permit.

5.26.150 Promulgation of regulations, requirements, standards and other legal duties.

A. In addition to any regulations adopted by the City Council, the City Manager or designee is authorized to establish any additional regulations, requirements, and standards governing the issuance, denial or renewal of cannabis business permits; the operation of cannabis businesses that are necessary to protect the public health, safety and welfare; and the City's oversight of cannabis businesses, or concerning any other subject determined to be necessary to carry out the purposes of this chapter. Such regulations, requirements or standards shall take effect as determined by the City Manager or designee, and existing permit holders shall comply as amended.

B. Regulations shall be published on the City's website.

C. Regulations promulgated by the City Manager or designee shall become effective as determined therein. Cannabis businesses shall be required to comply with all state and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the City Manager or designee.

D. The amount of any fee, cost or charge imposed pursuant to this chapter shall be deemed a debt to the City of Lathrop that is recoverable via an authorized administrative process as set forth in the Lathrop Municipal Code, or in any court of competent jurisdiction.

5.26.160 Permit holder responsible for violations.

The person to whom a permit is issued pursuant to this chapter shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City of Lathrop, whether committed by the permittee or any employee, volunteer, or agent of the permittee, which violations occur in or about the premises of the cannabis business, and violations which occur during deliveries to off-site locations, whether or not said violations occur within the permit holder's presence.

5.26.170 Inspection and enforcement.

A. The City Manager or designee(s), Chief of Police or designee(s), and Fire Chief or designee(s) charged with enforcing the provisions of the Lathrop Municipal Code, or any provision thereof, may enter the location of a cannabis business during normal business hours, without notice, and inspect the location of any cannabis business as well as any recordings and records required to be maintained pursuant to this Chapter or under applicable provisions of State law.

B. It is unlawful for any person having responsibility over the operation of a cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a cannabis business under this Chapter or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a cannabis business under this chapter or under state or local law.

5.26.180 Violations declared a public nuisance.

Each and every violation of the provisions of this Chapter is hereby deemed unlawful and a public nuisance.

5.26.190 Each violation a separate offense.

Each and every violation of this chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the Lathrop Municipal Code. Additionally, as a nuisance per se, any violation of this chapter shall be subject to injunctive relief, and any permit issued pursuant to this chapter shall be deemed null and void, entitling the City to disgorgement and payment to the City of any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity, including the imposition of a civil penalty not to exceed one thousand and no/100ths (\$1,000.00) dollars for each day, or part thereof, such violation or failure to comply occurs. The City of Lathrop may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the cannabis business or persons related to, or associated with, the commercial cannabis activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the Police Chief or designee(s), may take immediate action to temporarily suspend a cannabis business permit issued by the City, pending a hearing before the City Council.

5.26.200 Criminal penalties.

Each and every violation of the provisions of this Chapter may be prosecuted as a misdemeanor at the discretion of the City Attorney and upon conviction be subject to a fine not to exceed one thousand and no/100ths (\$1,000.00) dollars or imprisonment in the county jail for a period of not more than six (6) months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

5.26.210 Remedies cumulative and not exclusive.

The remedies provided herein are not to construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provide by law.

5.26.220 Service of notices.

All notices required by this chapter are deemed issued and served upon the date they are either deposited in the United States mail, postage pre-paid, addressed to the applicant or cannabis business at the mailing address identified in its application, the last updated address on file with the City Manager's office, or the mailing address on the appeal form; or the date upon which personal service of the notice is provided to the applicant or a manager identified on the application or appeal form.

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Chapter 17.18 ~~PROHIBITED~~ CANNABIS ACTIVITIES

Note

* ~~———— Prior ordinance history: Ord. 14 338.~~

17.18.010 Purpose.

~~———— The purpose of this chapter is to promote the public health, safety, and general welfare, and to enact a complete and total prohibition of commercial cannabis activity in the city of Lathrop. (Ord. 18-387 § 1)~~ The purpose and intent of this chapter is to define the Zoning Districts in which Commercial Cannabis Uses are permitted consistent with the standards pursuant to Chapter 5.26. The provisions of this chapter are in addition to any other permits, licenses and approvals which may be required to operate cannabis business in the City.

17.18.020 Definitions.

“Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this division, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the California Health and Safety Code.

“Cannabis cultivation business” means any business that, pursuant to a Type 1, Type 1A, Type 1B, Type 1C, Type 2, Type 2A, Type 2B, Type 3, Type 3A, Type 3B, Type 4, Type 5, Type 5A, Type 5B, or Type 12 state business license, or their successors, cultivates cannabis or cannabis products.

“Cannabis delivery” means the commercial transfer of cannabis or cannabis products to a customer. “Cannabis delivery” also includes the use by a retailer of any technology platform.

“Cannabis delivery business” means any cannabis business that, pursuant to a Type 10 state cannabis license, or its successors, delivers, makes available, or distributes cannabis and cannabis products to a consumer.

“Cannabis dispensary” means any cannabis business where medicinal or adult-use cannabis or cannabis products are sold at retail, pursuant to a Type 10 state cannabis license, or its successors. A cannabis dispensary may include a cannabis business that provides cannabis deliveries.

“Cannabis distribution business” means any business that, pursuant to Type 11 or Type 13 state cannabis license, or their successors, procures, sells, or transports cannabis and cannabis products between cannabis businesses.

“Cannabis for personal use” means any use or possession of cannabis that does not require a license pursuant to Chapter 1 of Division 10 of the California Business and Professions Code.

“Cannabis manufacturing business” means any cannabis business that, pursuant to Type 6, Type 7, or Type 12 state cannabis license, or their successors, manufactures cannabis or cannabis products.

“Cannabis product” means cannabis or a product containing cannabis, including, but not limited to, manufactured cannabis, and shall have the same meaning as in Section 11018.1 of the California Health and Safety Code. For purposes of this chapter, “cannabis” does not include industrial hemp as defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.

“Cannabis testing laboratory” means a cannabis business that tests cannabis or cannabis products pursuant to a Type 8 state cannabis license, or its successors.

“Commercial cannabis activity” means any activity including cultivation, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, dispensaries, collectives, cooperatives and sale of cannabis or cannabis products that requires a state license.

“Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA)” means Senate Bill 94 contained in Division 10 of the California Business and Professions Code. (Ord. 18-387 § 1)

17.18.030 Commercial cannabis - uses Prohibition.

A. The Use Table in Section 17.18.040 lists the zoning districts and commercial cannabis uses. The regulations for each district and use are established by letter designation as follows:

1. “C” designates commercial cannabis uses permitted upon approval of a Conditional Use Permit, as provided in Chapter 17.112.

B. Commercial cannabis uses are defined in Section 17.18.020 and Section 5.26.030. In cases where a proposed use is not listed or defined, the use is prohibited.

17.18.040 Commercial Cannabis – Use Table

Commercial Cannabis – Use Table^{1,2}

<u>Commercial Cannabis Use</u>	<u>CC</u>	<u>CS</u>	<u>CH</u>	<u>CO-LG</u>	<u>CS-LG</u>	<u>CO-SL</u>	<u>NC-CL</u>	<u>IL</u>	<u>IG</u>	<u>IL-LG</u>	<u>IL-SL</u>
<u>Cannabis cultivation business</u>											
<u>Cannabis delivery business (stand-alone)</u>											
<u>Cannabis dispensary</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Cannabis distribution business</u>											
<u>Cannabis manufacturing business</u>											
<u>Cannabis testing laboratory</u>											
<u>Cannabis microbusiness</u>											

¹Must comply with Chapter 5.26, Commercial Cannabis Regulations.

²Commercial cannabis use not listed or identified with a “C” in this Table are prohibited.

~~A. — Commercial cannabis activities of all types including, but not limited to, dispensaries, collectives, cooperatives, transportation, distribution, manufacturing, delivery, storing, testing, sale, processing and cultivation are expressly prohibited within the city limits. No person shall establish, operate, conduct, or allow any commercial cannabis (marijuana) activity anywhere within the city.~~

~~— B. — This section is meant to prohibit all activities for which a state license is required. Accordingly, the city shall not issue any permit, license, authorization or other entitlement for any activity for which a state license is required under MAUCRSA.~~

~~— C. — This section is not intended to prohibit cannabis for personal use or cannabis cultivation for personal use as set forth in Chapter 8.44 of the LMC.~~

~~— D. — This section is not intended to prohibit any of the following:~~

~~— 1. — A clinic licensed pursuant to Chapter 1 of Division 2 of the California Health and Safety Code.~~

~~2. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the California Health and Safety Code.~~

~~3. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the California Health and Safety Code.~~

~~4. A residential hospice or a home health agency licensed pursuant to Chapter 8 and Chapter 8.5 of Division 2 of the California Health and Safety Code.~~

~~5. The cultivation, delivery, gift, or furnishing of cannabis by a qualified patient, a primary caregiver, or other person with an identification card as defined by Section 11362.7 of the Health and Safety Code provided such activity complies strictly with all applicable state law, including but not limited to, Sections 11362.5 and 11362.765 of the California Health and Safety Code. (Ord. 18-387 § 1)~~

17.18.040 Public nuisance.

~~Any use or condition caused, or permitted to exist, in violation of any provision of this chapter shall be, and hereby is declared to be, a public nuisance and may be summarily abated by the city pursuant to California Code of Civil Procedure Section 731 or any other remedy available to the city. (Ord. 18-387 § 1)~~

New text is shown by underline; deleted text is shown by ~~strikethrough~~

[...]

5.04.190 Authorization by chief of police.

A. No license shall be issued for the following businesses without prior authorization by the chief of police:

1. Solicitors and peddlers, handbill distributors;
2. Vehicular street advertising;
3. Machines or games for skill or amusement, or amusement arcades;
4. Bowling alleys, ice or roller skating rinks;
5. Pool and billiard halls;
6. Theaters maintaining a fixed place of business in the city;
7. Dance halls or operation of premises where dancing is permitted;
8. Animal hospitals, kennels and boarding stables;
9. Pawn brokers and watchpersons;
10. Private police and detective agencies;
11. Junk dealers or collectors, second hand dealers (including second hand jewelry dealers);
12. Automobile and machine wrecking yards;
13. Automobile parking lots;
14. Used car, used truck and used trailer establishments;
15. Fortune telling;
16. Klieg lights (large rotating lights);
17. Auctioneers;
18. Hospitals, sanitariums, rest homes, mortuaries and funeral parlors;
19. Fire sales or sales after catastrophes;
20. Vending machines.

21. Cannabis business

B. The chief of police may limit the hours and days of the week during which the license is valid. If limitations are made, they shall be so noted on the license and the license will be deemed valid only during the hours of authorization.

C. If, in the judgment of the chief of police, the representations made in the application or in investigation of the applicant discloses that the granting of the license applied for may be detrimental to the public peace, morals, health, safety or general welfare, or that the applicant is not of good moral character or has been convicted of any violation of the law involving moral turpitude, he or she shall not authorize the issuance of the license.

D. The finance director shall thereupon advise the applicant that he or she may appeal to the city council in the same manner as required for license initially requiring authorization by the city council. (Ord. 02-198 § 1; prior code § 110.40)

[...]



Merit Based Selection Criteria for Cannabis Dispensary

<u>Description of Criteria</u>	<u>Meets Criteria</u>	
	<u>Yes</u>	<u>No</u>
Section 1: Prioritize Medicinal Cannabis Access		
a) Proposal is for a combined medicinal/adult use dispensary		
b) Proposal includes Delivery Services		
Section 2: Geographical Preference/Neighborhood Relations		
a) Proposal location is within 1,200 feet of local transportation		
b) Proposal includes a process and schedule for at least two (2) public outreach meetings per year that meet City approval		
c) Business plan includes a schedule for communication and receiving feedback from all entities within 300 feet of the business at least two (2) times a year		
d) Proposal includes the appointment of an employee as a designated liaison to the neighborhood		
e) Designated liaison employee is a Lathrop resident		
Section 3: Facility Plan		
a) Business is and/or was formally associated with a non-cannabis-related business in the City of Lathrop		
b) Proposal includes daily inspection to ensure maintenance of the interior and exterior of the facility (i.e., free of trash, graffiti, etc.)		
c) Business is open more than five (5) days a week at least six (6) hours per day		
d) Location is within an existing building or facility with ability to be open for business within six (6) months of approval by the City		
Section 4: Standards and Procedures for the Safe Operation of Facilities:		
a) Proposal includes documented employee safety training program		
b) Proposal includes documented employee cannabis educational training program		
c) Business Plan includes enhanced security measures, with at least three (3) of the following: panic buttons, dye packets, bulletproof window film (with break strength of 400 lbs. per inch or better), a UL-approved safe with a fire rating that is 2-hour 1,700 degrees F or better with a complex locking device; motion sensing lighting; or other enhanced security measures acceptable to the City.		

Merit Based Selection Criteria for Cannabis Dispensary

<u>Description of Criteria</u>	<u>Meets Criteria</u>	
	<u>Yes</u>	<u>No</u>
d) Proposal includes climate controlled environment		
e) Proposal includes a comprehensive documented process for 24-hour minimum response time to cannabis product recall notifications		
f) Proposal includes plan for disposal of all solid waste based on best practices of the State		
g) Proposal includes more than one (1) on-site security guard during business hours		
h) Proposal includes plans and procedures on how all cannabis products on the premises or held by the applicant have met the testing requirements as defined by the State		
i) Proposal includes a separate lobby where identification is checked to ensure that only qualified individuals gain access to separate, locked areas where cannabis products are displayed		
j) Proposal includes electronic storage of required records of sales, delivery manifests, patient information (if medicinal and required by State), inventory, etc., which can be provided to City personnel upon request		
k) Proposal includes participation in web-based public safety application or equivalent that provides law enforcement with confirmation of local and state licenses		
l) Proposal includes any proposed "green" business practices related to energy and climate, water conservation, and materials/waste storage		
m) Proposal includes secured loading/unloading area for deliveries		
Section 5: Prior Experience in Business Ownership and Management		
a) Combined prior experience of proposed owners is more than three (3) years of verified successful management of any non-cannabis legal retail facility		
b) Owner listed on State approved...		
c) Combined prior experience of proposed owners is more than three (3) years and up with a cannabis business in compliance with California law and with proof of payment of taxes		
d) Above prior experience was obtained within the County of San Joaquin or the City of Lathrop		
e) Above prior experience was obtained within 100 miles of the City of Lathrop		

Merit Based Selection Criteria for Cannabis Dispensary

<u>Description of Criteria</u>	<u>Meets Criteria</u>	
	<u>Yes</u>	<u>No</u>
Section 6: Qualifications of Principals/Business Plan		
a) At least one (1) owner is a military veteran with an honorable discharge		
b) At least one (1) owner is a full-time resident of the County of San Joaquin		
c) At least one (1) owner is a full-time resident of the City of Lathrop		
d) Does the business qualify as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation?		
e) Does the business have documented proof of access to at least \$150,000 in capital (or enough capital to pay all startup costs plus at least three (3) months of operating costs)?		
f) Business Plan contain a valid pro forma for at least three (3) years of operation		
g) Business has documented agreements with cannabis distributors to supply products to their business		
Section 7: Employee and Public Relations		
a) The business promotes local hiring or provides incentives for City residents to work with the business		
b) The business provides employee health benefits for all employees		
c) The business employs more than five (5) people full-time, not counting the owners or security personnel		
d) Proposal includes an ongoing public information program to inform City residents of cannabis issues and proper/safe/legal use of cannabis products		
Section 8: Community Benefits		
a) Proposal includes offer to deposit funds to cover the costs of application and entitlement processing		
b) Proposal includes offer to provide a percentage of annual gross receipts as a community benefit to be allocated by the City		
c) Proposal includes benefits to the community, such as monetary contributions to local community organizations, or volunteer work for local community organizations, or any other proposed community benefit deemed acceptable to the City		
Section 9: Discretion of the City		
a) Proposal incorporates outstanding features, measures, or programs not otherwise covered by established criteria above		

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 21-23**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
RECOMMENDING CITY COUNCIL ADOPT AN ORDINANCE AMENDING CHAPTER
5.26, PROHIBITION AGAINST COMMERCIAL CANNABIS AND TITLE 17, ZONING,
CHAPTER 17.18, PROHIBITED CANNABIS ACTIVITIES (TA-21-116)**

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public meeting to consider the text amendment pursuant to the Lathrop Municipal Code; and

WHEREAS, California Health and Safety Code section 11362.5, the Compassionate Use Act of 1996 ("CUA"), adopted by the voters in the State of California, authorizes a limited defense to criminal charges for the use, possession or cultivation of marijuana for medical purposes when a qualified patient has a doctor's recommendation for the use of marijuana; and

WHEREAS, Health and Safety Code section 11362.7 et seq., the Medical Marijuana Program Act ("MMPA"), was adopted by the state legislature and offers some clarification on the scope of the CUA, and section 11362.83, and specifically authorizes cities and other governing bodies to adopt and enforce rules and regulations related to medical marijuana; and

WHEREAS, the Medical Marijuana Regulation and Safety Act ("MCRSA" (Business and Professions Code section 19300 et. seq.)) was adopted by the Legislature in 2015, and regulates the commercial activity of medical marijuana and assigns certain state agencies with regulatory tasks regarding commercial medical marijuana, including product labeling and environmental regulation; and

WHEREAS, the Control, regulate and Tax Use of Marijuana Act ("AUMA" or Proposition 64") to legalize the recreational use of marijuana in California for individuals twenty-one (21) years of age and older was approved by the voters and became effective November 9, 2016; and

WHEREAS, the California Legislature passed Senate Bill 94 in June 2017, which was signed by the Governor and went into effect immediately, and which repealed MCRSA entirely and merged certain portions of that law with AUMA to create a more comprehensive regulatory structure for both medical and recreational marijuana; and

WHEREAS, the new comprehensive regulatory system created by Senate Bill 94, intended to regulate all commercial cannabis uses, is called the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"); and

WHEREAS, the CUA, MMPA, and MAUCRSA do not prevent the city from using its constitutional authority to enact nuisance, health and safety, and land use regulations regarding cannabis cultivation, dispensaries or other commercial cannabis uses; and

WHEREAS, the City Council desires to regulate commercial cannabis businesses operating in the City of Lathrop in a manner that mitigates potential negative impacts, prevents cannabis from reaching minors or the illicit market, preserves public health and safety, protects the environment, drives diverse economic opportunities, and implements the City’s General Plan; and

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

WHEREAS, the proposed text amendment is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061 by the “Common Sense Exemption” that CEQA applies only to projects that have a potential for causing a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and Business and Professions Code Section 26055(h), in that the commercial cannabis regulations ordinance allows for requiring discretionary review and adequate environmental compliance for each application; and

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

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission finds that the proposed text amendment is consistent with applicable provisions of the Lathrop General Plan and will implement the City’s Economic Development goal (GP Goal No. 1) to develop job-creating and tax revenue creating activities by providing procedures and regulations for commercial cannabis uses.

BE IT FURTHER RESOLVED that the Planning Commission hereby recommend the following text amendments:

1. Cannabis activities shall not be permitted in the following zoning districts: CR-RI (Regional Commercial–River Islands); CN (Neighborhood Commercial); CS-MV (Service Commercial– Mossdale Village); CO-CL (Commercial Office–Central Lathrop); CH-MV (Highway Commercial– Mossdale Village); and CV-MV (Village Commercial–Mossdale Village).
2. Cannabis activities shall be permitted in Industrial zoning districts within the City of Lathrop, subject to the approval of a Conditional Use Permit.
3. Increase the buffer from 1,000 ft to 1,500-ft (measured from centerline) from Lathrop Road/Spartan Way and Golden Valley Parkway.

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 adopt an Ordinance to implement Municipal Code Text Amendment No. TA-21-116 as amended in Attachments B and C, incorporated by reference herein.

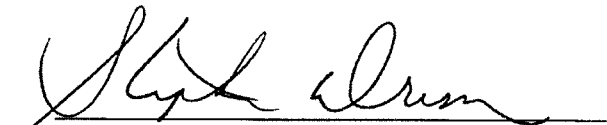
PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a Special meeting on the 1st day of September, 2021 by the following vote:

AYES: Rhodes, Ishihara, Gatto, Ralmilay

NOES: Dresser

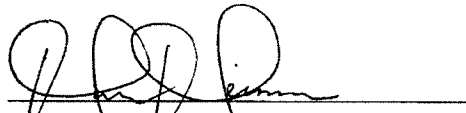
ABSTAIN: None


ABSENT: None


Steve Dresser, Chair

ATTEST:

APPROVED AS TO FORM:


Mark Meissner, Secretary


Salvador Navarrete, City Attorney

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