

# September 12, 2022 – 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](http://www.ci.lathrop.ca.us)

## City Council

Sonny Dhaliwal, Mayor  
Diane Lazard, Vice Mayor  
Paul Akinjo  
Minnie Diallo  
Jennifer Torres-O'Callaghan

## City Staff

Stephen Salvatore, City Manager  
Salvador Navarrete, City Attorney  
Michael King, Assistant City Manager  
Teresa Vargas, Government Services  
Director / City Clerk  
Brad Taylor, City Engineer  
Tony Fernandes, Information Systems Director  
Cari James, Finance Director  
Theresa Roland, Human Resources Director  
Mark Meissner, Community Development  
Director  
Todd Sebastian, Parks, Recreation and  
Maintenance Services Director  
Raymond Bechler, 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.



**SEPTEMBER 12, 2022 – 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/1602142804?pwd=Y3IEd25vL3JtdDlnTWprM21iVEc2UT09>

- ✦ 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 or +1 (669) 216-1590
  - 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: 160 214 2804 / Passcode: 335206
- ✦ 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](mailto: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](mailto: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, MMC  
Government Services Director / City Clerk  
390 Towne Centre Drive  
Lathrop, CA 95330  
Telephone: (209) 941-7230

**CITY OF LATHROP  
CITY COUNCIL REGULAR MEETING  
MONDAY, SEPTEMBER 12, 2022  
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 5:30 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)

- 3 Potential Case(s)

1.2.2 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS: Pursuant to Government Code Section: 54956.8  
Property: APN 192-040-56 (Addresses Not Available)  
Agency Negotiator: Stephen Salvatore, City Manager  
Negotiating Parties: Lathrop Land Acquisition, LLC  
Under Negotiation: Price and Terms of Negotiations

**RECONVENE**

1.2.3 REPORT FROM CLOSED SESSION

1.3 ROLL CALL

1.4 INVOCATION

1.5 PLEDGE OF ALLEGIANCE

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

## 2. PRESENTATIONS

### 2.1 PRESENTATION OF CERTIFICATES OF APPRECIATION TO THE NATIONAL NIGHT OUT 2022 BLOCK PARTY PARTICIPANTS

### 2.2 INTRODUCTION OF NEW EMPLOYEES:

#### Finance Department

- Amanda Pagan-Silva, Sr. Customer Service Representative
- Roopale Bulsara-Popal, Customer Service Supervisor
- La Sandra Sipp, Management Analyst

#### Public Works Department

- Monica Garcia, Administrative Assistant

#### Parks, Recreation & Maintenance Services Department

- Christopher McClain – Sr. Recreation Leader
- Amy Molson, Administrative Assistant
- Jason Bonilla, Streets & Maintenance Operations Manager

### 2.3 MAYOR'S COMMITTEE REPORT(S)

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

### 2.4 LATHROP POLICE DEPARTMENT STARTUP BUDGET UPDATE

## 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 August 8, 2022
- 4.3 SECOND READING AND ADOPTION OF ORDINANCE 22-439 OF THE CITY OF LATHROP AMENDING TITLE 9 "PUBLIC PEACE AND WELFARE" OF THE LATHROP MUNICIPAL CODE BY ADDING NEW CHAPTER 9.24 TITLED "PROPERTY AND EVIDENCE"  
Waive Full Reading and Adopt Ordinance 22-439 by Title Only Amending Title 9 "Public Peace and Welfare" of the Lathrop Municipal Code by Adding New Chapter 9.24 Titled "Property and Evidence"
- 4.4 2022 CONFLICT OF INTEREST CODE BIENNIAL AMENDMENT  
Adopt Resolution Adopting an Amended Conflict of Interest Code
- 4.5 UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS  
Approve Write-Off of Uncollectible Utility and Miscellaneous Accounts for Fiscal Year (FY) 2021/22
- 4.6 APPROVE AMENDMENTS TO EMPLOYEE CLASSIFICATIONS / JOB DESCRIPTIONS FOR VARIOUS DEPARTMENTS  
Adopt Resolution to Approve Amendments to the Job Descriptions for Various Positions
- 4.7 APPROVE OUT-OF STATE TRAVEL FOR LATHROP POLICE DEPARTMENT STAFF TO PARTICIPATE IN THE RIMSCON 2022 CONFERENCE IN OCTOBER 2022  
Adopt Resolution Approving Out-of-State Travel for Two Lathrop Police Department Staff Members to Attend the RIMSCON 2022 Conference in South Lake Tahoe, Nevada from October 10, 2022 to October 14, 2022
- 4.8 APPROVE CHANGE ORDER NO. 2 WITH NEXTGEN ALPHA UPFITTING FOR THE PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT FOR RETROFITTING OF EXISTING POLICE DEPARTMENT FLEET

Adopt Resolution Approving Change Order No. 2 with NextGen Alpha Upfitting for the Purchase and Installation of Police Vehicle Equipment for Retrofitting of Existing Police Department Fleet

- 4.9 APPROVE COMMUNITY WORKFORCE AND TRAINING AGREEMENT WITH THE SAN JOAQUIN BUILDING AND CONSTRUCTION TRADES COUNCIL FOR THE CORPORATION YARD AND EVIDENCE FACILITY RETROFIT PROJECT, GG 21-13  
Adopt Resolution Approving a Community Workforce and Training Agreement with the San Joaquin Building and Construction Trades Council, for the Corporation Yard and Evidence Facility Retrofit Project, GG 21-13
- 4.10 APPROVE AMENDMENT NO. 1 WITH WGR SOUTHWEST, INC. FOR PHASE II SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEM PROGRAM, RCP SD 22-32 AND RELATED BUDGET AMENDMENT  
Adopt Resolution Approving Amendment No. 1 with WGR Southwest, Inc. to Provide Support Services for Phase II Small Municipal Separate Storm Sewer System Program, Regulatory Compliance Program (RCP) SD 22-32 and Related Budget Amendment
- 4.11 APPROVE AMENDMENT NO. 1 TO THE PUBLIC INFRASTRUCTURE CREDIT AND REIMBURSEMENT AGREEMENT RELATING TO THE CENTRAL LATHROP SPECIFIC PLAN AREA  
Adopt Resolution Approving Amendment No. 1 to the Public Infrastructure Credit and Reimbursement Agreement with Saybrook CLSP, LLC and Lathrop Land Acquisition, LLC Relating to the Central Lathrop Specific Plan Area
- 4.12 APPROVE RELOCATION OF RIVER PARK NORTH AND APPROVE THE NAMING OF TWO NEW PARKS  
Adopt a Resolution to Relocate River Park North and Approve the Naming of two New Neighborhood Parks in Central Lathrop as Lions Park and Rotary Park
- 4.13 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY RTC CONSTRUCTION MANAGEMENT, INC. DBA R.L. FRIEND CONSTRUCTION, INC. FOR WATER SYSTEM REPAIRS, CIP PW 21-07  
Adopt Resolution Accepting Public Improvements Constructed by RTC Construction Management, Inc. dba R.L. Friend Construction, Inc. for Water System Repairs CIP PW 21-07, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds

- 4.14 ACCEPT PUBLIC OFFSITE LANDSCAPE IMPROVEMENTS FROM SOUTH LATHROP LAND, LLC  
Adopt Resolution Accepting Offsite Landscape Improvements from South Lathrop Land, LLC in the South Lathrop Specific Plan Area
- 4.15 CREATE CIP PS 23-04 FOR THE JOHNSON FERRY STREETLIGHT INSTALLATION, AND APPROVE RELATED BUDGET AMENDMENT  
Adopt Resolution Approving the Creation of Capital Improvement Project, PS 23-04 Johnson Ferry Streetlight Installation and Awarding a Construction Contract to Bockmon & Woody Electric Co. Inc., and Related Budget Amendment
- 4.16 AWARD CONSTRUCTION CONTRACT TO ODYSSEY LANDSCAPING, INC. FOR MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS, CIP GG 20-19, AND LOUISE AVE & LATHROP RD LANDSCAPE IMPROVEMENTS, CIP GG 21-15, AND APPROVE BUDGET AMENDMENT  
Adopt Resolution Awarding Construction Contract to Odyssey Landscaping, Inc. for the Mossdale Irrigation and Landscape Improvements, CIP GG 20-19, and Louise Ave & Lathrop Rd Landscape Improvements, CIP GG 21-15, and Approve Budget Amendment
- 4.17 AWARD CONSTRUCTION CONTRACT TO PACIFIC EXCAVATION, INC. FOR STREETLIGHTS FOR LOUISE AVENUE LANDSCAPE, CIP GG 21-15, AND APPROVE BUDGET AMENDMENT  
Adopt Resolution Awarding Construction Contract to Pacific Excavation, Inc., for Streetlight Improvements for the Louise Ave Landscape Portion of CIP GG 21-15, and Approve Budget Amendment

**RIVER ISLANDS CONSENT ITEM(S)**

- 4.18 APPROVE PROFESSIONAL SERVICES AGREEMENT WITH DELL'OSSO FARMS, LLC. TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE PUMPKIN MAZE EVENT, OCTOBER 1, 2022 THROUGH OCTOBER 31, 2022  
Adopt Resolution Approving Professional Services Agreement with Dell'Osso Farms, LLC, to Provide Law Enforcement Services for the Pumpkin Maze Event, October 1, 2022 through October 31, 2022
- 4.19 APPROVE THE RIVER ISLANDS PHASE ONE PARKS AND OPEN SPACE MASTER PLAN  
Adopt a Resolution Approving the River Islands Phase One Parks and Open Space Master Plan
- 4.20 APPROVE TWO RIVER ISLANDS COMMUNITY PARK DESIGNS  
Adopt Resolution Approving Two New River Islands Community Park Designs for Lathrop Landing Community Park and STEAM Academy Community Park



- 4.21 ACCEPT PUBLIC IMPROVEMENTS INCLUDING WATER TANK, BOOSTER PUMPS, AND SEWER PUMP STATION, APPROVE COMMON USE AGREEMENT WITH RD 2062, ACCEPT IRREVOCABLE OFFER OF DEDICATION FOR STORM DRAIN EASEMENT, AND GRANT DEED FOR PORTION OF PARCEL 1 OF TRACT 3876 (EMPLOYMENT CENTER) FROM RIVER ISLANDS DEVELOPMENT, LLC  
Accept Public Improvements, Including Water Tank, Booster Pumps, and Sewer Pump Station, Approve Common Use Agreement with RD 2062, Accept Irrevocable Offer of Dedication for Storm Drain Easement, and Grant Deed for Portion of Parcel 1 of Tract 3876 (Employment Center) from River Islands Development, LLC

## 5. SCHEDULED ITEMS

- 5.1 RECEIVE UPDATE ON CIP GG 22-35 CAMERA SURVEILLANCE SYSTEMS FOR MAJOR CITY PARKS, AND REQUEST APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH IXII GROUP, INC. TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35  
Council to Receive Update on CIP GG 22-35 Camera Surveillance Systems for Major City Parks and Adopt Resolution Approving Professional Services Agreement with IXII Group, Inc. to Provide Consulting Services Related to Technology Platforms and Equipment Associated with Gathering Video Data at Various Locations within the City, CIP GG 22-35
- 5.2 PUBLIC HEARING AND APPROVAL OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY'S MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF FLOOD PROTECTION DEVELOPMENT IMPACT FEE UPDATE NEXUS STUDY AND RELATED COLLECTION AGREEMENT  
City Council to Consider the Following:
1. Hold a Public Hearing; and
  2. Adopt Resolution Approving the Nexus Study; and
  3. Adopt Resolution Delegating Authority to the City Manager to Execute the Amended Collection Agreement with the San Joaquin Area Flood Control Agency, San Joaquin County and the Cities of Manteca and Stockton
- 5.3 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTION OF THE REGIONAL URBAN LEVEL OF FLOOD PROTECTION DEVELOPMENT LEVEE IMPACT FEE IN THE MOSSDALE TRACT AREA  
City Council to Consider the Following:
1. Hold a Public Hearing; and
  2. Adopt Resolution Approving the Regional Urban Level of Flood Protection Development Levee Impact Fee in the Mossdale Tract Area

- 5.4 GRAND JURY REPORT RESPONSE  
Accept Grand Jury Report on Cybersecurity and Direct the City Attorney to Submit a Letter to the Presiding Judge of the San Joaquin County Superior Court Responding to the Findings and Recommendations of the Grand Jury Report
- 5.5 CITY COUNCIL DISCUSSION REGARDING REGULATION AND PERMIT OPTIONS FOR TATTOO/BODY ART ESTABLISHMENTS  
City Council to Discuss and Provide Staff Direction as to Whether to Prepare an Ordinance for Review by the Planning Commission and Subsequent Consideration of the City Council, for Regulation and Permit Options for Tattoo/Body Art Establishments

## 6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR DHALI WAL REFERRAL - Appointment of Four (4) Members to the Youth Advisory Commission, with Term Ending, May 31, 2022
- Four (4) Applications Received / Thirteen (13) Commission Member Vacancies
- 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/*

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Teresa Vargas, MMC  
Government Services Director/City Clerk

**CITY OF LATHROP  
CITY COUNCIL REGULAR MEETING  
MONDAY, AUGUST 8, 2022  
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 7:10 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)

- 1 Potential Case(s)

**RECONVENE** – Mayor Dhaliwal reconvened the meeting at 7:10 p.m.

1.2.2 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete reported that direction was provided pursuant to Item 1.2; no other reportable action taken.

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

Absent: None.

1.4 INVOCATION – Campus Pastor Tesia Gampon, New Life Church, provided the invocation.

1.5 PLEDGE OF ALLEGIANCE – Campus Pastor Tesia Gampon led the pledge of allegiance.

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

Assistant City Manager Michael King, sitting in for City Manager Stephen Salvatore, provided an overview of active roadway projects and current road closures.

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

Vice Mayor Lazard declared a conflict of interest with Items 4.15 and 4.16, due to her employment with Dell’Osso Farms. Councilmember Diallo declared a conflict of interest with Items 4.15 and 4.16, due to an agreement with the River Islands Development.

**2. PRESENTATIONS** – None

**3. CITIZEN’S FORUM**

Phillip Mendoza (in person speaker) expressed interest in zoning changes to the General Plan and Municipal Code to allow tattoo parlors. City Council consensus directed staff to bring back the matter for discussion. Sandeep Khanuja (zoom speaker) expressed interested in a community swimming pool in the River Islands Development area. A question and answer period ensued. Parks, Recreation and Maintenance Services Director Todd Sebastian provided additional information. Siddharth Shah (zoom speaker) also expressed similar interests related to a community swimming pool in the River Islands Development area.

**4. CONSENT CALENDAR**

On a motion by Councilmember Torres-O’Callaghan, second by Vice Mayor Lazard, the City Council approved the Consent Calendar, except Items \*4.15 through 4.16, by the following roll call vote, unless otherwise indicated:

Ayes: Akinjo, Diallo, Lazard, Torres-O’Callaghan and Dhaliwal  
Noes: Akinjo (Item 4.3 only)  
Absent: None  
Abstain: None

*\*Items 4.15 to 4.16 were voted on separately from the Consent Calendar.*

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

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

4.2 APPROVAL OF MINUTES

Approved Minutes for the Regular Council Meeting of July 11, 2022.

4.3 SECOND READING AND ADOPTION OF ORDINANCE 22-438 OF THE CITY OF LATHROP APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LATHROP AND CENTRAL CALIFORNIA GREENS, INC. (DA-22-81)

City Attorney Salvador Navarrete introduced the following minor changes to the Developer Agreement, as agreed by staff, the Developer and the Developer's Attorney:

- On page 4, added Section viii. "Operator shall not advertise on any Outdoor Advertising Structure (OAS) located within the City of Lathrop. The OAS (billboards) is defined in Section 17.04.080 of the Lathrop Municipal Code"; and
- On page 9, replaced the word "evoke" to "revoke".

Waived full reading and adopted **Ordinance 22-438** by title only approving the Development Agreement between the City of Lathrop and Central California Greens, Inc. (DA-22-81), with amendments as noted above.

4.4 COMPLETE ANNUAL PERFORMANCE REVIEW PROCESS FOR CITY MANAGER AND CITY ATTORNEY

Adopted **Resolution 22-5120** approving Amendment No. 3 to the City Manager Employment Agreement, Amendment No. 2 to the City Attorney Employment Agreement, and related budget amendment.

4.5 RATIFICATION OF AMENDMENT NO. 1 TO THE AGREEMENT WITH TRIDENT K-9 CONSULTING TO PURCHASE A THIRD K-9 AND PROVIDE HANDLER'S COURSE TO THE ADDITIONAL K-9 TEAM FOR THE LATHROP POLICE DEPARTMENT CIP GG 21-11

Pulled by Councilmembers Diallo and Torres-O'Callaghan. A question and answer period ensued. Police Commander Stephen Sealy and Finance Director Cari James provided additional information.

Adopted **Resolution 22-5121** ratifying City Manager action to execute Amendment No. 1 to the Agreement with Trident K-9 Consulting to purchase a third K-9 and provide handler's course to the additional K-9 Team for the City of Lathrop Police Department, CIP GG 21-11.

4.6 APPROVE AMENDMENT NO. 1 WITH ROBERT HALF INTERNATIONAL, INC. TO PROVIDE PROFESSIONAL SERVICES

Adopted **Resolution 22-5122** approving Amendment No. 1 with Robert Half International, Inc. to provide professional services associated with EnerGov software implementation.

- 4.7 APPROVE AMENDMENT NO. 3 WITH LUHDORFF & SCALMANINI CONSULTING ENGINEERS, CONTRACT CHANGE ORDER NO. 4 WITH COMMERCIAL PUMP & MECHANICAL, INC., AND RELATED BUDGET AMENDMENT FOR WELL 10 TESTING, ANALYSIS AND MODIFICATIONS, CAPITAL IMPROVEMENT PROJECT PW 22-37

Pulled by Councilmember Torres-O'Callaghan. A question and answer period ensued. Assistant City Manager Michael King provided additional information.

Adopted **Resolution 22-5123** approving Amendment No. 3 with Luhdorff & Scalmanini Consulting Engineers, Contract Change Order No. 4 with Commercial Pump & Mechanical, Inc., and related budget amendment for the Well 10 testing, analysis and modifications, CIP PW 22-37.

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

Pulled by Vice Mayor Lazard. A question and answer period ensued. City Engineer Brad Taylor and Assistant City Manager Michael King provided additional information.

Adopted **Resolution 22-5124** approving a Professional Consulting Services Agreement with Darryl Alexander & Associates, Inc. to provide on-call land survey and mapping services.

- 4.9 APPROVE TASK ORDER NO. 10 WITH CRANE TRANSPORTATION GROUP TO CONTINUE THE 2022 TRAFFIC MONITORING PROGRAM AND ANALYSIS AND RELATED BUDGET AMENDMENT

Adopted **Resolution 22-5125** approving Task Order No. 10 with Crane Transportation Group to continue the preparation of the 2022 Traffic Monitoring Program & Analysis, pursuant to Master Consulting Agreement dated June 11, 2018, and related budget amendment.

- 4.10 APPROVE PURCHASE OF STREETLIGHTS FOR INSTALLATION ON LOUISE AVENUE FOR THE LOUISE AVENUE AND LATHROP ROAD LANDSCAPE IMPROVEMENTS, CAPITAL IMPROVEMENT PROJECT GG 21-15

Adopted **Resolution 22-5126** approving the purchase of twelve (12) single decorative streetlights and twenty-four (24) twin decorative streetlights for the Louise Avenue and Lathrop Road Landscape Improvement Project, CIP GG 21-15.

- 4.11 APPROVE PARCEL MAP 21-03 AND SUBDIVISION IMPROVEMENT AGREEMENT FOR THE SCANNELL PROPERTIES INDUSTRIAL PROJECT LOCATED AT 1520 LATHROP ROAD

Pulled by Councilmember Diallo. A question and answer period ensued. City Engineer Brad Taylor provided additional information.

- Adopted **Resolution 22-5127** approving Parcel Map 21-03 and Subdivision Improvement Agreement with Scannell Properties #478, LLC, for the Scannell Properties Industrial Project located at 1520 Lathrop Road.
- 4.12 ACCEPT PUBLIC IMPROVEMENTS AND SIDEWALK EASEMENT FOR THE DUKE REALTY DEVELOPMENT LOCATED AT 16825 MURPHY PARKWAY AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH EP NO. 2020-41

Adopted **Resolution 22-5128** approving public improvements and sidewalk Easement for the Duke Realty Development located at 16825 Murphy Parkway and authorize release of bonds associated with Encroachment Permit No. 2020-41.

- 4.13 AWARD CONSTRUCTION CONTRACT TO SINCLAIR GENERAL ENGINEERING CONSTRUCTION INC. FOR CORPORATION YARD REMODELING - FUEL TANK FOOTINGS, CAPITAL IMPROVEMENT PROJECT GG 21-13

Adopted **Resolution 22-5129** awarding a Construction Contract to Sinclair General Engineering Construction Inc. for the Corporation Yard remodeling – fuel tank footings, CIP GG 21-13.

- 4.14 AWARD CONSTRUCTION CONTRACT WITH GEORGE REED, INC. FOR CIP PS 22-45 FISCAL YEAR 2022/23 ROAD MAINTENANCE AND REHABILITATION PROJECT AND APPROVE RELATED BUDGET AMENDMENT

Adopted **Resolution 22-5130** awarding Construction Contract to George Reed, Inc. for CIP PS 22-45 Fiscal Year 2022-23 Road Maintenance and Rehabilitation Project, and approving related budget amendment.

### **RIVER ISLANDS CONSENT ITEM(S)**

*Vice Mayor Lazard and Councilmember Diallo recused themselves at 7:53 p.m., following the vote of the consent calendar (Items 4.1 to 4.14), prior to the vote of Item 4.15, due to declared conflict of interested as noted on Item 1.8. City Attorney Salvador Navarrete announced that Vice Mayor Lazard was stepping down due to receiving \$500 or more, due to her employment with Dell’Osso Farms, and Councilmember Diallo was stepping down due to an agreement with the River Islands Development, and the Fair Political Practices Commission (FPPC) determination/legal opinion on the matter was pending.*

On a motion by Councilmember Torres-O’Callaghan, seconded by Councilmember Akinjo, the City Council approved Items 4.15 and 4.16, by the following roll call vote, unless otherwise indicated:

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

4.15 CREATE CAPITAL IMPROVEMENT PROJECT RW 23-02 FOR RECYCLED WATER OPERATIONS AND PERMITTING AND APPROVE AMENDMENT NO. 1 WITH WOODARD & CURRAN, INC. AND RELATED BUDGET AMENDMENT

Adopted **Resolution 22-5131** approving the creation of Capital Improvement Project RW 23-02, for recycled water operations and permitting, approving Amendment No. 1 with Woodard & Curran, and budget amendment.

4.16 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY WESTSIDE LANDSCAPE & CONCRETE FOR THE BANTA JOINT USE COMMUNITY PARK IMPROVEMENTS, CIP PK 22-40

Adopted **Resolution 22-5132** accepting public improvements constructed by Westside Landscape & Concrete, Inc. for the Banta Joint Use Community Park Improvements Cricket Pitch, CIP PK 22-40, authorizing the filing of a Notice of Completion, release of contract retention and performance and payment bonds.

## 5. SCHEDULED ITEMS

*Vice Mayor Lazard and Councilmember Diallo returned to the dais at 7:55 p.m.*

*City Council consensus directed staff to present Item 5.3 before Item 5.1*

5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER FIRST READING AND INTRODUCTION OF AN ORDINANCE AMENDING TITLE 9 "PUBLIC PEACE AND WELFARE" OF THE LATHROP MUNICIPAL CODE BY ADDING NEW CHAPTER 9.24 TITLED "PROPERTY AND EVIDENCE"

Property and Evidence Technician Melissa Dooley 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 Vice Mayor Lazard, seconded by Councilmember Akinjo, the City Council considered the following:

1. Held a public hearing; and
2. Held first reading and introduced an Ordinance amending Title 9 "Public Peace and Welfare" of the Lathrop Municipal Code by adding new Chapter 9.24 Titled "Property and Evidence".



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

5.2 APPOINTMENT OF VOTING DELEGATE/ALTERNATE FOR 2022 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

Government Services Director / City Clerk Teresa Vargas provided the presentation. A question and answer period followed.

On a motion by Mayor Dhaliwal, simultaneously seconded by Councilmember Torres-O'Callaghan and Vice Mayor Lazard, the City Council appointed Councilmember Akinjo as the City's Voting Delegate, and Councilmember Diallo as the City's Voting Alternate, for the 2022 League of California Cities Annual Conference, in Long Beach, September 7-9, 2022.

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

5.3 REVIEW AND CONSIDER OPTIONS FOR ROUNDABOUT IMPROVEMENTS AT BROOKHURST BLVD AND GOLDEN SPIKE TRAIL

City Engineer Brad Taylor provided the presentation. A question and answer period ensued throughout the presentation. Maria Zavalza (in person speaker) expressed concern with keeping two parking stalls near her residence. Assistant City Manager Michael King provided additional information. The question and answer period continued.

The City Council considered the presented options for roundabout improvements at Brookhurst Blvd and Golden Spike Trail. City Council consensus directed staff to provide additional law enforcement to address traffic issues during the Mossdale School drop-off/pick-up hours, and install temporary delineators to provide channelization for vehicles.

**6. COUNCIL COMMUNICATIONS**

6.1 COUNCILMEMBER DIALLO REFERRAL – Discuss Distribution of American Rescue Plan Act (ARPA) Funds

Councilmember Diallo provided an overview and requested that staff provide bring back an item for Council discussion on potential uses for the city's allocation of ARPA funds, and an overview of ARPA fund uses by other nearby jurisdictions. A discussion of the City Council ensued. Finance Director Cari James provided additional information. Council consensus directed staff to agendaize the matter the matter.

6.2 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S) - None

6.3 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Diallo expressed interest on live feed of the city's hot spots for law enforcement use. Chief of Police Raymond Bechler provided additional information regarding the city's camera system, and mentioned bringing a camera system update at the next City Council regular meeting. The City Council thanked those in attendance.

**7. ADJOURNMENT** - There being no further business, Mayor Dhaliwal adjourned the meeting at 8:46 p.m.



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Teresa Vargas, MMC  
Government Services Director/City Clerk

**ITEM 4.3**

**CITY MANAGER'S REPORT  
SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**

**ITEM:** **SECOND READING AND ADOPTION OF ORDINANCE 22-439 OF THE CITY OF LATHROP AMENDING TITLE 9 "PUBLIC PEACE AND WELFARE" OF THE LATHROP MUNICIPAL CODE BY ADDING NEW CHAPTER 9.24 TITLED "PROPERTY AND EVIDENCE"**

**RECOMMENDATION:** **Waive Full Reading and Adopt Ordinance 22-439 by Title Only Amending Title 9 "Public Peace And Welfare" Of The Lathrop Municipal Code By Adding New Chapter 9.24 Titled "Property And Evidence"**

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**RECOMMENDED ACTION:**

The City Council to conduct second reading and adopt Ordinance 22-439 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 9 "PUBLIC PEACE AND WELFARE" OF THE LATHROP MUNICIPAL CODE BY ADDING NEW CHAPTER 9.24 TITLED "PROPERTY AND EVIDENCE"

**SUMMARY:**

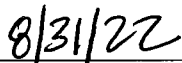
On August 8, 2022, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

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

The Ordinance will take effect 30 days after adoption.

**SUBMITTED BY:**

  
\_\_\_\_\_  
Teresa Vargas, City Clerk

  
\_\_\_\_\_  
Date

**ORDINANCE NO. 22-439**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 9 "PUBLIC PEACE AND WELFARE" OF THE LATHROP MUNICIPAL CODE BY ADDING NEW CHAPTER 9.24 TITLED "PROPERTY AND EVIDENCE"**

**WHEREAS**, on June 29, 2022, the City of Lathrop Police Department took over law enforcement services from the San Joaquin County Sheriff's Office for the City of Lathrop; and

**WHEREAS**, the Lathrop Police Department Property and Evidence Unit (hereinafter "Property and Evidence Unit") is responsible for the possession and storage of personal property; and

**WHEREAS**, the types of personal property in the possession of the Property and Evidence Unit are identified by the following personal property categories: Safekeeping, Found, and Evidence; and

**WHEREAS**, Personal Property for Safekeeping is personal property that has a known owner and no evidentiary value, Found personal property does not have an immediately known owner and no evidentiary value, and Evidence is personal property gathered pursuant to a potential criminal investigation; and

**WHEREAS**, the Property and Evidence Unit has identified the need to codify local authority for the disposition of personal property that goes unclaimed; and

**WHEREAS**, California Civil Code Section 2080 et. seq. allows for the adoption of local ordinances relating to the disposition of Safekeeping personal property after 60 days and Found personal property after 90 days, including allowing the jurisdiction under charge of the personal property to destroy, auction, or retain after the holding period expires; and

**WHEREAS**, California Welfare and Institutions Code 217 allows for the adoption of local ordinances relating to the donation of personal property that goes unclaimed, such as toys and bicycles, to any charitable or non-profit organizations whose goal is to prevent juvenile delinquency; and

**WHEREAS**, California Penal Code Section 34005 allows for the adoption of local ordinances relating to the disposition of firearms within a local jurisdictions custody and subject to destruction, may be destroyed, auctioned, or used for agency purposes; and

**WHEREAS**, the adoption of this Ordinance would provide the City of Lathrop Police Department with the local authority and guidelines to dispose of personal property that goes unclaimed items; and

**WHEREAS**, proper notice of this public hearing was given in all respects as required by law; and

**WHEREAS**, the City Council has duly considered all written evidence and oral testimony presented during this August 8, 2022 public hearing.

**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 Lathrop Municipal Code amendments incorporated herein and does ordain as follows:

Section 1.

Title 9 of the Lathrop Municipal Code titled "Public Peace and Welfare" is hereby amended by adding new Chapter 9.24 titled "Property and Evidence" to read in its entirety as follows:

**CHAPTER 9.24 PROPERTY AND EVIDENCE**

**9.24.010 Definitions.**

Except where the context otherwise requires, the definitions given in this section govern the construction of this article.

"Found Personal Property" may represent any money, goods, things which can be considered as personal property, which is located by an individual that lacks the rights and obligations of ownership of such item, and relinquishes said item to the Police Department.

"Personal Property", may represent money, goods, or things and is generally any object that can be moved, touched, or felt.

"Safekeeping Personal Property" means the act or process of safely preserving personal property temporarily while such property is in the custody and control of the Police Department.

"Unclaimed Personal Property", means personal property that is in the possession and/or custody of the City of Lathrop Police Department, or left in its possession and/or custody or turned over to it by a person who found or saved the same, that does not belong to the City of Lathrop, which has not been claimed by the property owner within the specified time as set forth in California Civil Code Section 2080, et. seq. and City of Lathrop Municipal Code Section 9.24.040, except:

- A. Property subject to confiscation by law enforcement under the laws of the City of Lathrop, State of California, or of the United States.
- B. Vehicles, the storage, sale or other disposition of which is governed by the provisions of California Vehicle Code.

**9.24.020 General Provisions.**

A. The Chief of Police shall make provisions for receiving and storage of property delivered to them or coming into their possession as herein provided and consistent with this Chapter and the laws of the State of California.

B. When applicable, a receipt shall be issued to any person(s) delivering or relinquishing Personal Property into the possession of the Police Department.

**9.24.030 Holding of Property.**

A. Every item of Personal Property in the possession of the Police Department shall be held by the Police Department for no less than the time frame as specified herein:

1. Personal Property obtained by the Police Department from a person(s) for temporary safekeeping shall be held for a period of sixty (60) days.
2. Personal property determined to be found and has no known owner shall be held for a period of ninety (90) days.

B. Each item of Personal Property in the possession of the Police Department shall be entered into a record to be kept by the Police Department. Record of the Personal Property shall include, but is not limited to, the following information:

1. A detailed description of the Personal Property;
2. Name(s) of the person(s) from whom the Personal Property was seized or received;
3. Name(s) of any claimant(s) thereto;
4. Date and Time of possession;
5. Final disposition thereof.

C. Any Personal Property coming into the possession of the Chief of Police which they determine to be dangerous or perishable may be disposed of immediately, without notice, in such a manner as they determine to be in the public interest.

**9.24.030 Restitution of Property.**

A. The Police Department shall restore any such personal property in its possession to the person(s) submitting proof of legal ownership or right of possession which is satisfactory to the Chief of Police, and upon payment of all reasonably necessary costs incurred in the care and protection thereof, and any cost of publication as may be necessary pursuant to section 9.24.040(A).

B. If legal ownership or right of possession cannot be determined to the satisfaction of the Chief of Police, they may refuse to restore such personal property to anyone until ordered to do so by a court of law.

C. Where any such personal property may be needed or required as evidence in any criminal proceeding, the Chief of Police shall delay the restoration of such personal property to its legal owner until the conclusion of such proceedings.

D. If the legal owner is a person prohibited by law from possessing such personal property, restitution shall not be made.

**9.24.040 Return of Lost Property.**

A. When lost personal property is found and is relinquished to the Police Department in accordance with the provisions of Section 2080 et. seq. of the California Civil Code or otherwise, and no owner appears or proves legal ownership of such personal property within ninety (90) days thereafter, the Police Department shall, if such property is of a value of Two Hundred Fifty and no/100ths (\$250.00) Dollars or more, cause to be published at least once (1) in a newspaper of general circulation notice of the Found Personal Property.

1. If after seven (7) days following the first (1<sup>st</sup>) publication of the notice, no legal owner appears and proves ownership, title to the personal property shall be vested in the finder if such person has complied with the requirements of California Civil Code Section 2080 et. seq. governing the duties and obligations of a finder, and on payment of all reasonably necessary costs incurred in the care and protection thereof, including cost of publication.

B. When lost personal property is found and is relinquished to the Police Department in accordance with the provisions of Section 2080 et. seq. of the California Civil Code or otherwise, and no owner appears or proves legal ownership of such personal property within ninety (90) days thereafter and such property is of a value of Two Hundred Forty-Nine and 99/100ths (\$249.99) Dollars or less, title shall vest in the finder without publication of notice and if such person has complied with the requirements of California Civil Code Section 2080 et. seq. governing the duties and obligations of a finder, and on payment of all reasonably necessary costs incurred in the care and protection thereof.

C. Title to the personal property may not be vested in the finder if such person was an employee of the City at the time such personal property was found and the personal property was found in the course of employment.

D. Title to the personal property may not be vested in the finder if such person prohibited by law from possessing such personal property.

**9.24.050 Disposition of Unclaimed Property.**

A. All U.S. currency so received by the Chief of Police as Personal Property and neither delivered, restored, claimed or otherwise as specified in this Chapter, to any legal owner or finder, upon expiration of the time frame to hold such Personal Property as specified in section 9.24.030(A), shall thereafter be deemed Unclaimed Personal Property and deposited into the City General Fund.

B. Any personal property not governed by statute, after being held pursuant to the provisions of section 9.24.030(A) shall be deemed Unclaimed Personal Property and the Police Department may cause such property to be auctioned, destroyed, or maintained for use by the City in accordance with the provisions of this Chapter and California Civil Code section 2080 et. seq.

C. Notwithstanding any of the foregoing, any toys and bicycles, or both, in the possession of the Police Department which have been deemed Unclaimed Personal Property may, at the discretion of the City Manager upon recommendation of the Chief of Police, be repaired and donated to any charitable or non-profit organization which is authorized under its articles of incorporation to participate in a program or activity designed to prevent juvenile delinquency, for use in any program or activity designed to prevent juvenile delinquency, in accordance with California Welfare and Institutions Code section 217.

**9.24.050 Transfer of Unclaimed Property for Public Auction.**

All Unclaimed Personal Property in the possession of the Police Department that is not disposed of in accordance with other provisions of the Chapter shall be transferred after expiration of at least the minimum applicable holding period, to an auction company, except as follows:

1. Unclaimed Personal Property having no monetary value shall be destroyed unless it can be disposed of in the public interest or utilized pursuant to the provisions of this Chapter.
2. Unclaimed Personal Property of a type of kind for which a permit of license to sell the same is required by state or federal law shall be destroyed unless it can be disposed of in the public interest or utilized pursuant to the provisions of this Chapter.
3. Unclaimed Personal Property determined by the Purchasing Division to be needed for use by the City or other public use shall be retained.

**9.24.060 Sale of Unclaimed Property at Public Auction**

A. Before offering any Unclaimed Personal Property for sale, an auction company or the Police Department shall publish at least once (1) in a newspaper of general circulation a notice of intention to sell such property at public auction to the highest bidder, at a specific time and place.



B. All sales of Unclaimed Personal Property, whether by an auction company or the Police Department, shall be held not less than five (5) business days after publication of the notice of intention to sell in a newspaper of general circulation.

C. All Unclaimed Personal Property offered for sale at public auction shall be sold to the highest bidder.

1. Where the particular item offered for sale is one which certain persons are prohibited by law from possessing, using, or consuming, such persons shall not be permitted to participate in the bidding on such items.

2. In no circumstance shall any property be sold or disposed of until the necessity for the use thereof as evidence has ceased.

#### **9.24.070 Unsaleable and Unusable Unclaimed Property**

Any Unclaimed Personal Property advertised and offered for sale but not sold and not suitable for appropriation to the use if the City shall be deemed to be of no value and shall be disposed.

#### **9.24.080 Disposition of Proceeds from Public Auction of Unclaimed Property**

Proceeds received from the sale of Unclaimed Personal Property shall be delivered to the Director of Finance for deposit into the City General Fund.

#### **9.24.090 Disposition of Unclaimed Firearms**

Any pistol, revolver, firearm, weapon or destructive device which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, as may be defined in Federal law 18 U.S.C. 921(a)(3), coming into the possession of the Police Department, shall be disposed of in such a manner that the Chief of Police may determine to be in the public interest in accordance with the provisions of California Penal Code section 34000 et seq.

#### 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 introduced at a regular meeting of the City Council of the City of Lathrop on the 8<sup>th</sup> day of August 2022, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on the \_\_\_\_ day of \_\_\_\_\_ 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

\_\_\_\_\_  
Salvador Navarrete, City Attorney

## ITEM 4.4

### CITY MANAGER'S REPORT SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING

**ITEM:** 2022 CONFLICT OF INTEREST CODE BIENNIAL AMENDMENT

**RECOMMENDATION:** Adopt Resolution Adopting an Amended Conflict of Interest Code

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#### **SUMMARY:**

The City of Lathrop has adopted a local Conflict of Interest Code as mandated by the Political Reform Act of 1974. In addition, the Act requires the City to review the Code biennially on even-numbered years. A Conflict of Interest Code is the legal instrument requiring those individuals holding designated positions to disclose their financial interests to help avoid conflicts of interest.

From the last update in September 2020, the City added approximately 50 new positions. In reviewing the existing Conflict of Interest Code and newly added positions, it was determined that an amendment is necessary to reflect the current organizational structure, position classifications and duties.

#### **BACKGROUND:**

The Political Reform Act of 1974 requires that cities and other local government agencies adopt local Conflict of Interest Codes. Lathrop's code requires disclosure of financial interests of certain employees, consultants and members of boards and commissions if these persons are likely to be involved in decision-making that could affect their own financial interests.

All public employees must comply with the State's general conflict of interest laws by abstaining from influencing or making decisions that would affect their own financial interests. Additionally, employees who hold positions designated in the City's Conflict of Interest Code must disclose specified types of financial interests on annual financial disclosure statements that are filed with the Government Services Director / City Clerk.

The Political Reform Act also requires every local government agency to review its Conflict of Interest Code biennially to determine its accuracy no later than October 1 of even-numbered years, or the first business day in October. Updates do not change the basic conflict of interest abstention rules, which reflect state law. However, changes in City staff titles, organization structure and responsibilities require that the designated position list and disclosure categories be updated as indicated below.

#### **How a Conflict of Interest Code Works:**

- Public official/employee holds a position that involves making or participating in making governmental decisions.

- Position is designated in the Conflict of Interest Code:
  - Disclosure is based on a position's level of decision-making.
- Official/employee files Statements of Economic Interests (Form 700):
  - Serves as a reminder to official/employee of potential conflicts of interest.
  - The Form 700 is a public document.

### **Types of Form 700 Filers:**

#### **Code Filers**

A designated position in a conflict of interest code is often referred to as a "code filer" because the position files a Form 700 based on its designation in the conflict of interest code. An overview of conflicts of interests under the Political Reform Act is as Attachment B to the staff report.

#### **87200 Filers**

Positions specifically listed in Section 87200 or meets the criteria in Regulation 18700.3 as a public investment manager is an 87200 filer, such as: Mayor, Council Members, Planning Commissioners, City Manager, City Attorney, Treasurer, Finance Director, or any Public Official and or employee who directly manages the City's public investments. Does not include individuals who work under the supervision of a Financial Manager or Director.

### **What Does It Mean to Make or Participate in a Decision?**

When reviewing the City's Conflict of Interest Code, it is important in understand which positions are authorized in making decisions or participating in the decision-making process. In terms of the Political Reform Act, making a decision means voting on a matter, approving the budget, adopting policy, making purchasing decision, and entering into contracts. To participate in a decision means negotiating the terms of a contract, writing the specifications of a bid, and advising or making recommendations to the decision-maker or governing body without significant intervening substantive review.

### **List of Designated Positions:**

The list of designated positions is part of the City's Code specifying which employees must file annual financial disclosure statements. For each designated position, the list establishes the categories of financial interests for which disclosure must be made. Requirements for disclosure differ from job to job in accordance with the types of financial interests, which might be affected by an officer or employee's decision-making.

The following summarized list of designated positions is proposed to be amended to reflect the City's current position classifications and duties. The categories of required disclosure have been modified for some positions to reflect the financial interests that may currently be affected by an employee's governmental decisions.

**CITY MANAGER'S REPORT  
 SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING  
 2022 CONFLICT OF INTEREST CODE AMENDMENT**

A copy of the updated proposed list of designated positions is attached to the Resolution as Exhibit A. At this time, the majority of the positions listed in Exhibit A are filled; very few remain vacant, and or were recently unfunded. Vacant or recently unfunded positions will remain on the Conflict of Interest Code Amendment list until positions are removed by Council Resolution from the City's Grade Step table.

**Summary of Changes**

*Existing positions recently evaluated, and newly added positions recommended to be added to the Conflict of Interest Code (COI Code):*

| <b>Action</b> | <b>Department</b>                              | <b>Position/Title</b>                                      | <b>Reason(s)</b>  |
|---------------|--|--|---|
| Add           | Community Development Department               | • Assistant Planner  | Previously unfunded vacant position; position filled; add to COI Code.    |
| Add           | Public Works Department                        | • Assistant Engineer                                       | Previously unfunded vacant position; position filled; add to COI Code.    |
| Add           | Public Works                                   | • Construction Inspector I/II/III/Sr.                      | Positions evaluated and recommended to add to COI Code.                   |
| Add           | Building Department                            | • Permit and Plan Check Supervisor                         | New title added to COI Code by Resolution No. 20-4786                     |
| Add           | Information Systems Department                 | • Information Technology Engineer I/II/III                 | New title added to COI Code by Resolution No. 20-4786                     |
| Add           | Public Works Department                        | • Construction Superintendent                              | New title to be added to the COI Code; approved by Resolution No. 20-4814 |
| Add           | City Clerk Department                          | • Government Services Director / City Clerk                | New title to be added to the COI Code; approved by Resolution No. 21-4850 |
| Add           | City Clerk Department                          | • Deputy City Clerk  | New title to be added to the COI Code; approved by Resolution No. 21-4885 |
| Add           | Police Department                              | • Community Services Supervisor                            | New title to be added to the COI Code; approved by Resolution No. 21-4885 |
| Add           | Public Works Department                        | • Utility Operations Superintendent                        | New title to be added to the COI Code; approved by Resolution No. 21-4885 |
| Add           | Parks, Recreation & Maintenance Services Dept. | • Deputy Parks, Recreation & Maintenance Services Director | New title to be added to the COI Code; approved by Resolution No. 21-4885 |

**CITY MANAGER'S REPORT  
 SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING  
 2022 CONFLICT OF INTEREST CODE AMENDMENT**

|     |   |  |   |
|-----|---|--|---|
| Add | Parks,<br>Recreation &<br>Maintenance<br>Services Dept. | <ul style="list-style-type: none"> <li>• Director of Parks,<br/>Recreation &amp;<br/>Maintenance<br/>Services</li> </ul> | New title to be added to the COI Code; approved by Resolution No. 21-4885 |
| Add | Human<br>Resources<br>Department                        | <ul style="list-style-type: none"> <li>• Director of Human<br/>Resources</li> </ul>                                      | New title to be added to the COI Code; approved by Resolution No. 21-4885 |
| Add | Police<br>Department                                    | <ul style="list-style-type: none"> <li>• Police Commander</li> </ul>   | New title to be added to the COI Code; approved by Resolution No. 21-4921 |
| Add | Police<br>Department                                    | <ul style="list-style-type: none"> <li>• Police Sergeant</li> </ul>  | New title to be added to the COI Code; approved by Resolution No. 21-4921 |
| Add | Police<br>Department                                    | <ul style="list-style-type: none"> <li>• Police Records<br/>Supervisor</li> </ul>  | New title to be added to the COI Code; approved by Resolution No. 21-4921 |
| Add | Human<br>Resources<br>Department                        | <ul style="list-style-type: none"> <li>• HR Analyst I/II</li> </ul>  | New title to be added to the COI Code; approved by Resolution No. 21-4921 |
| Add | Finance<br>Department                                   | <ul style="list-style-type: none"> <li>• Customer Service<br/>Supervisor</li> </ul>                                      | New title to be added to the COI Code; approved by Resolution No. 22-5038 |
| Add | Parks,<br>Recreation &<br>Maintenance<br>Services Dept. | <ul style="list-style-type: none"> <li>• Recreation<br/>Manager</li> </ul>   | New title to be added to the COI Code; approved by Resolution No. 22-5038 |
| Add | Parks,<br>Recreation &<br>Maintenance<br>Services Dept. | <ul style="list-style-type: none"> <li>• Parks and<br/>Facilities Manager</li> </ul>                                     | New title to be added to the COI Code; approved by Resolution No. 22-5038 |
| Add | Parks,<br>Recreation &<br>Maintenance<br>Services Dept. | <ul style="list-style-type: none"> <li>• Streets and<br/>Maintenance<br/>Manager</li> </ul>                              | New title to be added to the COI Code; approved by Resolution No. 22-5038 |
| Add | Information<br>Systems<br>Department                    | <ul style="list-style-type: none"> <li>• Director of<br/>Information<br/>Systems</li> </ul>                              | New title to be added to the COI Code; approved by Resolution No. 22-5038 |
| Add | City Manager's<br>Office                                | <ul style="list-style-type: none"> <li>• Assistant City<br/>Manager</li> </ul>   | New title to be added to the COI Code; approved by Resolution No. 22-5072 |

**Summary of Changes**

*Positions deleted by Council Resolution and the City’s Grade Step Table; to be removed from the Conflict of Interest Code (COI Code):*

| <b>Action</b> | <b>Department</b>                              | <b>Position/Title</b>  | <b>Reason</b>   |
|---------------|--|--|---|
| Delete        | Building Department                            | <ul style="list-style-type: none"> <li>Plans Examiner</li> </ul>   | Title removed from COI Code by Resolution No. 20-4786   |
| Delete        | Building Department                            | <ul style="list-style-type: none"> <li>Permit Center Manager</li> </ul>  | Title removed from COI Code by Resolution No. 20-4786   |
| Delete        | Information Systems Department                 | <ul style="list-style-type: none"> <li>Programmer Analyst</li> </ul>   | Title removed from COI Code by Resolution No. 20-4786   |
| Delete        | Information Systems Department                 | <ul style="list-style-type: none"> <li>Information Technology Manager</li> </ul>                               | Title removed from COI Code by Resolution No. 20-4786   |
| Delete        | Police Department                              | <ul style="list-style-type: none"> <li>Code Compliance Supervisor</li> </ul>                                   | Title to be removed from COI Code by Resolution 21-4885   |
| Delete        | Police Department                              | <ul style="list-style-type: none"> <li>Code Compliance Officer I/II/II</li> </ul>                              | Title(s) to be removed from COI Code by Resolution 21-4885; <i>positions reclassified to Community Resource Officers; positions under different reporting structure; no longer carry COI Code duties.</i> |
| Delete        | Public Works Department                        | <ul style="list-style-type: none"> <li>Utilities Operations &amp; Street Maintenance Superintendent</li> </ul> | Title to be removed from COI Code by Resolution 21-4885   |
| Delete        | Parks, Recreation & Maintenance Services Dept. | <ul style="list-style-type: none"> <li>Director of Parks &amp; Recreation</li> </ul>                           | Title to be removed from COI Code by Resolution 21-4885   |
| Delete        | Administrative Services Department             | <ul style="list-style-type: none"> <li>Administrative Service Director</li> </ul>                              | Title to be removed from COI Code by Resolution 21-4885; <i>Department eliminated; replaced by Human Resources Dept.</i>  |
| Delete        | Police Services                                | <ul style="list-style-type: none"> <li>Police Lieutenant</li> </ul>  | Former position covered under the San Joaquin County Sheriff’s Contract; not a city position.   |

**Disclosure Categories:**

The disclosure categories establish the types of financial disclosure that must be made by each designated employee. A copy of the list of disclosure categories is attached to the Resolution as Exhibit B.

**REASON FOR RECOMMENDATION:**

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine its accuracy no later than October 1 of even-numbered years, or the first business day in October.

This year, the biennial review of the City's Conflict of Interest Code is due by October 3, 2022. Organizational changes have resulted in a need to amend the Code.

**FISCAL IMPACT:**

None.

**ATTACHMENTS:**

- A. Resolution adopting an amended Conflict of Interest Code
  - a. Exhibit A – Designated Positions
  - b. Exhibit B – Disclosure Categories
- B. Overview of Conflicts of Interest under the Political Reform Act, publication dated May 2022



**CITY MANAGER'S REPORT  
SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING  
2022 CONFLICT OF INTEREST CODE AMENDMENT**

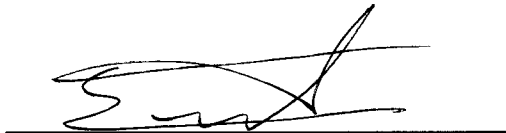
**APPROVALS:**

  
\_\_\_\_\_  
Teresa Vargas  
Government Services Director  
City Clerk

9/6/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Theresa Roland  
Human Resources Director

9/6/22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

9-6-2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.6.22  
\_\_\_\_\_  
Date

**RESOLUTION NO. 22-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
ADOPTING AN AMENDED CONFLICT OF INTEREST CODE**

**WHEREAS**, the City of Lathrop adopted and promulgated a Conflict of Interest Code pursuant to the terms of Title 2, Division 6 of the California Code of Regulations, Section 18730, and within the meaning of the Political Reform Act of 1974, Government Code Section 87300, et seq.; and

**WHEREAS**, under the Political Reform Act, Government Code Section 87306 permits the amendment of the City’s Conflict of Interest Code; and

**WHEREAS**, the City Council previously adopted Resolutions 20-4773 adopting an amended Conflict of Interest Code; and

**WHEREAS**, the Political Reform Act, Government Code section 87306.5, requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate; and

**WHEREAS**, in the biennial review of designated positions, it was determined the list of designated positions needed to be amended to reflect current staffing and organizational structure.

**NOW, THEREFORE, BE IT RESOLVED** that the amended Conflict of Interest Code, including the revised list of Designated Positions (Exhibit A) and the Disclosure Category explanations (Exhibit B), is hereby approved; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that Resolution No. 20-4773 be repealed by the adoption of this resolution

**PASSED AND ADOPTED** this 12th day of September 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

**ATTACHMENT A**

**EXHIBIT A**

**CITY OF LATHROP  
CONFLICT OF INTEREST CODE**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730) which contains the terms of a standard Conflict of Interest Code, which may be incorporated by reference in an agency’s code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation designating officials and employees and establishing disclosure categories shall constitute the Conflict of Interest Code of the City of Lathrop.

**DESIGNATED POSITIONS**

Individuals holding designated positions shall file Statements of Economic Interest with the City Clerk who will make the statements available for public inspection and reproduction (Government Code Section 82008).

**OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18701 (b), are NOT subject to the City’s code, but are subject to the disclosure requirements of the Act (Government Code Section 87200 et seq.). [Regs. §18730(b)(3)]. These positions are listed here for informational purposes only. It has been determined that the positions listed below are City of Lathrop officials who manage public investments:

- |                          |                             |
|--------------------------|-----------------------------|
| City Manager / Treasurer | Mayor                       |
| City Attorney            | City Councilmembers         |
| Finance Director         | Planning Commission Members |

Upon receipt of the statements, the City Clerk shall make and retain copies and forward the originals to the Fair Political Practices Commission.

The disclosure categories and requirements for these positions are set forth in Article 2 of Chapter 7 of the Political Reform Act, Government Code Section 87200 et seq. They generally require the disclosure of interests in real property in the agency’s jurisdiction, as well as investments, business positions and sources of income (including gifts, loans, and travel payments).

## DESIGNATED POSITIONS

| <u>DEPARTMENTS/Positions</u>                | <u>Disclosure Categories</u> |
|---|------------------------------|
| <b>BUILDING</b>                             |                              |
| Chief Building Official                     | 1, 2, 3, 5, 7                |
| Assistant Chief Building Official           | 1, 2, 3, 5, 7                |
| Permit and Plan Check Supervisor            | 1, 2, 3, 5, 7                |
| Building Inspector I/II/III                 | 1, 2, 3, 5, 7                |
| <b>CITY ATTORNEY</b>                        |                              |
| City Attorney                               | *                            |
| <b>CITY CLERK</b>                           |                              |
| City Clerk / Government Services Director   | 1, 2, 3, 5                   |
| Deputy City Clerk                           | 1, 2, 6                      |
| <b>CITY MANAGER</b>                         |                              |
| City Manager / Treasurer                    | *                            |
| Assistant City Manager                      | 1, 2, 3, 4, 5, 7             |
| Economic Development Administrator          | 1, 2, 3, 5                   |
| <b>COMMUNITY DEVELOPMENT</b>                |                              |
| Community Development Director              | 1, 2, 3, 5, 7                |
| Assistant Community Development Director    | 1, 2, 3, 5, 7                |
| Principal Planner                           | 1, 2, 3, 5, 7                |
| Senior Planner                              | 1, 2, 3, 5, 7                |
| Assistant Planner                           | 1, 2, 3, 5, 7                |
| <b>FINANCE</b>                              |                              |
| Finance Director                            | *                            |
| Deputy Finance Director                     | 1, 2, 3, 4, 5, 7             |
| Accounting Manager                          | 1, 2, 3, 4, 5, 7             |
| Finance Manager                             | 1, 2, 3, 4, 5, 7             |
| Budget Manager                              | 1, 2, 3, 4, 5, 7             |
| Senior Management Analyst                   | 1, 2, 3, 4, 5, 7             |
| Management Analyst I/II – Confidential      | 1, 3, 4, 5, 7                |
| Accountant                                  | 1, 3, 4, 5, 7                |
| Customer Service Supervisor                 | 1, 3, 4, 5, 7                |
| <b>HUMAN RESOURCES</b>                      |                              |
| Human Resources Director                    | 1, 2, 3, 5                   |
| Human Resource Manager                      | 1, 2, 6                      |
| Human Resources Analyst I/II – Confidential | 1, 2, 6                      |

|   |               |
|---|---------------|
| <b>INFORMATION SYSTEMS / TECHNOLOGY</b>             |               |
| Information Systems Director                        | 1, 2, 3, 5, 7 |
| Information Technology Engineer I/II/III            | 1, 3, 5, 7    |
| Management Analyst I/II – Confidential              | 1, 3, 5, 7    |
| <b>PARKS, RECREATION &amp; MAINTENANCE SERVICES</b> |               |
| Parks, Recreation & Maintenance Services Director   | 1, 2, 3, 5, 7 |
| Parks, Recreation & Maint. Services Deputy Director | 1, 2, 3, 5, 7 |
| Parks and Recreation Superintendent                 | 1, 3, 5, 7    |
| Parks and Facilities Manager                        | 1, 3, 5, 7    |
| Streets and Maintenance Manager                     | 1, 3, 5, 7    |
| Recreation Manager                                  | 1, 3, 5, 7    |
| Recreation Supervisor                               | 1, 3, 5, 7    |
| <b>POLICE SERVICES</b>                              |               |
| Chief of Police                                     | 1, 2, 3, 5, 7 |
| Police Commander                                    | 1, 2, 3, 5, 7 |
| Police Sergeant                                     | 1, 2, 3, 6, 7 |
| Police Services Manager                             | 1, 2, 3, 6, 7 |
| Police Records Supervisor                           | 1, 2, 3, 6, 7 |
| Community Services Supervisor                       | 1, 2, 3, 6, 7 |
| Management Analyst I/II – Confidential              | 1, 2, 3, 6, 7 |
| <b>PUBLIC WORKS</b>                                 |               |
| Public Works Director                               | 1, 2, 3, 5, 7 |
| City Engineer                                       | 1, 2, 3, 5, 7 |
| Assistant Public Works Director                     | 1, 2, 3, 5, 7 |
| Land Development Manager                            | 1, 2, 3, 5, 7 |
| Project Manager                                     | 1, 2, 3, 5, 7 |
| Principal Engineer                                  | 1, 2, 3, 5, 7 |
| Senior Civil Engineer                               | 1, 2, 3, 6, 7 |
| Assistant Engineer                                  | 1, 2, 3, 6, 7 |
| Senior Construction Manager                         | 1, 2, 3, 5, 7 |
| Construction Superintendent                         | 1, 2, 3, 5, 7 |
| Senior Construction Inspector                       | 1, 2, 3, 5, 7 |
| Construction Inspector I/II/III                     | 1, 2, 3, 5, 7 |
| Utility Operations Superintendent                   | 1, 2, 3, 5, 7 |
| Utility Plant Supervisor                            | 1, 2, 3, 6, 7 |
| Senior Management Analyst                           | 1, 2, 3, 6, 7 |
| Management Analyst I/II – Confidential              | 1, 2, 3, 6, 7 |
| <b>MAYOR AND CITY COUNCILMEMBERS</b>                | *             |
| <b>PLANNING COMMISSION MEMBERS</b>                  | *             |
| <b>PARKS AND RECREATION COMMISSION MEMBERS</b>      | 1, 2, 3       |

## CITY CONSULTANTS

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category (1, 2, 3, 7) in the code subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as others under this code.

\* NOTE: Members of the City Council, Planning Commission, the City Manager, City Attorney, and Treasurer have filing requirements imposed by State Law rather than by local enactment.

## EXHIBIT B

### DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property, that the Designated Employee must disclose for each disclosure category to which he/she is assigned.

**Category 1:** All investments and business positions in, and sources of income from, business entities that do business or own real property within jurisdiction of the City, plan to do business or own real property within the jurisdiction of the City within the next year, or have done business or owned real property within the jurisdiction of the City within the past two years.

**Category 2:** All interests in real property, which is located in whole or in part within, or not more than two miles outside, the jurisdiction of the City.

**Category 3:** All investments and business positions in, and sources of income from, business entities that are engaged in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City, plan to engage in such activities within the jurisdiction of the City within the next year, or have engaged in such activities within the jurisdiction of the City within the past two years.

**Category 4:** All investments and business positions in, and sources of income from, business entities that are banking, savings and loan, or other financial institutions.

**Category 5:** All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

**Category 6:** All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Employee's Department.

**Category 7:** All investments and business positions in, and sources of income from, business entities subject to the regulatory, permit, or licensing authority of the Designated Employee's Department, will be subject to such authority within the next year, or have been subject to such authority within the past two years.



# An Overview of Conflicts of Interest Under the Political Reform Act

May 2022

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# ATTACHMENT B



# I. The Basic Prohibition

Government Code Section 87100 of the Political Reform Act (the “Act”)<sup>1</sup> prohibits a public official at any level of state or local government from making, participating in making, or attempting to use the official’s position to influence a governmental decision in which the official knows or has reason to know the official has a financial interest. Government Code Section 87103 provides that an official has a “financial interest” within the meaning of Section 87100 if it is reasonably foreseeable that the decision will have a material financial effect on one or more of the official’s interests as identified and distinguishable from the decision’s effect on the public generally.

Taken together, these provisions of the Act prohibit an official from taking part in a decision if it is reasonably foreseeable that the decision would have a material financial effect on one or more of the official’s financial interests identified in Section 87103 distinguishable from the decision’s effect on the public generally.

# II. Making, Participating in Making, or Attempting to Influence a Decision

Regulation 18704 defines “making a decision,” “participating in a decision,” and “using official position to attempt to influence a decision” for purposes of the Act’s conflict of interest provisions. If an official has a disqualifying conflict of interest under Section 87100, the official is prohibited from making, participating in making, or attempting in any way to use the official’s official position to influence the decision.

## A. General Definitions

**Making a Decision:** An official makes a decision if the official authorizes or directs any action, votes, appoints a person, obligates or commits the official’s agency to any course of action, or enters into any contractual agreement on behalf of the agency. (Regulation 18704(a).)

**Participating in a Decision:** An official participates in a decision if the official provides information, an opinion, or a recommendation for the purpose of affecting the decision without significant intervening substantive review. (Regulation 18704(b).)

**Using Official Position to Attempt to Influence a Decision:** An official uses an official position to influence a decision if the official contacts or appears before: (1) any official in the official’s agency, or in an agency subject to the authority or budgetary control of the official’s agency, for the purpose of affecting a decision; or (2) any official in any other government agency for the purpose of affecting a decision, and the official purports to act within the official’s authority or on behalf of the official’s agency in making the contact. (Regulation 18704(c).)

## B. Exceptions

Regulation 18704(d) provides that “making, participating in, or using official position to influence a decision” do not include any of the following:

**Ministerial:** Actions that are solely ministerial, secretarial, or clerical. (Regulation 18704(d)(1).)

**Appearances as a Member of the General Public:** An appearance by an official as a member of the general public before an agency in the course of its prescribed governmental function if the official is appearing on matters related solely to the official’s personal interests, including interests in:

- Real property owned entirely by the official, members of the official’s immediate family, or the official and members of the official’s immediate family;
- A business owned entirely by the official, members of the official’s immediate family, or the official and members of the official’s immediate family; or
- A business over which the official, members of the official’s immediate family, or the official and members of the official’s immediate family solely or jointly exercise full direction and control. (Regulation 18704(d)(2).)

**Terms of Employment:** Actions by an official relating to the official’s compensation or the terms or conditions of the official’s employment or consulting contract. However, an official may not make a decision to appoint, hire, fire, promote, demote, or suspend without pay or take disciplinary action with financial sanction against the official or the official’s immediate family, or set a salary for the official or the official’s immediate family different from salaries paid to other employees of the agency in the same job classification or position. (Regulation 18704(d)(3).)

**Public Speaking:** Communications by an official to the general public or media. (Regulation 18704(d)(4).)

**Academic Decisions:** Teaching decisions, including an instructor’s selection of books or other educational materials at the official’s own school or institution, or other similar decisions incidental to teaching; or decisions by an official who has teaching or research responsibilities at an institution of higher education relating to the official’s professional responsibilities, including applying for funds, allocating resources, and all decisions relating to the manner or methodology with which the official’s academic study or research will be conducted. (Regulation 18704(d)(5).) However, this exception does not apply to an official who has institution-wide administrative responsibilities as to the approval or review of academic study or research at the institution unrelated to the official’s own work. (*Ibid.*)

**Architectural and Engineering Documents:** Drawings or submissions of an architectural, engineering, or similar nature prepared by an official for a client to submit in a proceeding before the official’s agency if: (i) the work is performed pursuant to the official’s profession; and (ii) the official does not make any contact with the agency other

than contact with agency staff concerning the process or evaluation of the documents prepared by the official. (Regulation 18704(d)(6)(A).)

Also, an official's appearance before a design or architectural review committee or similar body of which the official is a member to present drawings or submissions of an architectural, engineering, or similar nature prepared for a client if: (i) the committee's sole function is to review architectural designs or engineering plans and to make recommendations to a planning commission or other agency; (ii) the committee is required by law to include architects, engineers, or persons in related professions, and the official was appointed to the body to fulfill this requirement; and (iii) the official is a sole practitioner. (Regulation 18704(d)(6)(B).)

**Additional Consulting Services:** Recommendations by a consultant regarding additional services for which the consultant or consultant's employer would receive additional income if the agency has already contracted with the consultant, for an agreed upon price, to make recommendations concerning services of the type offered by the consultant or the consultant's employer, and the consultant does not have any other economic interest, other than in the firm, that would be foreseeably and materially affected by the decision. (Regulation 18704(d)(7).)

### III. Financial Interests

The first step in determining whether an official has a disqualifying conflict of interest under the Act is identifying the official's financial interests with respect to the decision at issue. Section 87103 identifies the following financial interests which may give rise to an official's disqualifying conflict of interest under the Act:

- A business entity in which the official has a direct or indirect investment worth \$2,000 or more (Section 87103(a)); or in which the official is a director, officer, partner, trustee, employee, or holds any position of management (Section 87103(d)).
- Real property in which the official has an interest worth \$2,000 or more. (Section 87103(b).)
- A source of income totaling \$500 or more in value provided or promised to, or received by, the official within the 12 months prior to the time when the decision is made. (Section 87103(c).)
- A giver of a gift or gifts totaling \$500<sup>2</sup> or more in value provided or promised to, or received by, the official within the 12 months prior to the time when the decision is made. (Section 87103(e).)
- The official's personal finances and those of "immediate family," defined in Section 82029 as the spouse and dependent children. (Section 87103.)

## IV. Foreseeability of Financial Effect

### A. Explicitly Involved

A financial effect on a financial interest is presumed to be reasonably foreseeable if the financial interest is explicitly involved in the decision. (Regulation (18701(a).) An official's financial interest is "explicitly involved" in a decision if the interest is a "named party in, or the subject of," the decision, and an interest is the "subject of a proceeding" if the decision involves the issuance, renewal, denial, or revocation of any license, permit, other entitlement to, or contract with, the interest.<sup>3</sup> Additionally, an official's real property interest is explicitly involved in any decision affecting the real property as described in Regulation 18702.2(a)(1) through (6), discussed further below. (*Ibid.*)

### B. Not Explicitly Involved

When an official's financial interest is not explicitly involved in a decision, the financial effect of the decision is reasonably foreseeable if the effect can be recognized as a realistic possibility and more than hypothetical or theoretical. The effect need not be likely to be reasonably foreseeable. (Regulation 18701(b).)

Factors to be considered when determining if a decision's effect on an official's not explicitly involved interest is reasonably foreseeable include, but are not limited to, the following:

- The extent to which the occurrence of the effect is contingent upon intervening events (other than future governmental decisions by the official's agency or an agency subject to the budgetary control of the official's agency). (Regulation 18701(b)(1).)
- Whether the official should anticipate a financial effect on the financial interests at issue as a potential outcome under normal circumstances when using appropriate due diligence and care. (Regulation 18701(b)(2).)
- Whether the official has an interest of the type that would typically be affected by the terms of the decision. (Regulation 18701(b)(3).)
- Whether the decision is of the type that would be expected to have a financial effect on businesses and individuals similarly situated to those businesses and individuals in which the official has a financial interest. (*Ibid.*)
- Whether a reasonable inference can be made that the financial effects of the decision on the official's financial interest might compromise an official's ability to fulfill their duty to act in the best interests of the public. (Regulation 18701(b)(4).)
- Whether the decision will provide or deny an opportunity, or create an advantage for one of the official's financial interests. (Regulation 18701(b)(5).)

- Whether the official has the type of financial interest that would cause a similarly situated person to weigh the advantages and disadvantages of the decision on the official's financial interest in formulating a position. (Regulation 18701(b)(6).)

## V. Materiality Standards

Regulation 18702(a) provides that the next step in the analysis is to determine if the decision's reasonably foreseeable financial effect on the official's financial interest is material. If the official's interest is in:

- A business entity, then apply the materiality standards of Regulation 18702.1. (Regulation 18702(a)(1).)
- A real property, then apply the materiality standards of Regulation 18702.2. (Regulation 18702(a)(2).)
- A source of income, then apply the materiality standards of Regulation 18702.3. (Regulation 18702(a)(3).)
- A source of a gift or gifts, then apply the materiality standards of 18702.4. (Regulation 18702(a)(4).)
- Their personal finances or those of immediate family, then apply materiality standard of 18702.5. (Regulation 18702(a)(5).)

### A. Business Entity Interests

Regulation 18702.1 sets forth the materiality standards applicable to a decision's reasonably foreseeable financial effect on a business in which an official has an interest, and provides that the effect is material if any of the following standards is met:

- The business is explicitly involved in the decision, meaning that the business is "a named party in, or the subject of, the decision, including any decision in which the business:
  - Initiates the proceeding by filing an application, claim, appeal, or other request for action concerning the business with the official's agency. (Regulation 18702.1(a)(1)(A).)
  - Offers to sell a product or service to the official's agency. (Regulation 18702.1(a)(1)(B).)
  - Bids on, or enters into, a contract with the official's agency, or is identified as a subcontractor on a bid or contract with the agency. (Regulation 18702.1(a)(1)(C).)
  - Is the named or intended manufacturer or vendor of any products to be purchased by the official's agency with an aggregate cost of \$1,000 in any 12-month period. (Regulation 18702.1(a)(1)(D).)

- Applies for a permit, license, grant, tax credit, exception, variance, or other entitlement from the official's agency. (Regulation 18702.1(a)(1)(E).)
- Is the subject of any inspection, action, or proceeding under the regulatory authority of the official's agency. (Regulation 18702.1(a)(1)(F).)
- Is subject to an action taken by the official's agency that is directed at the entity. (Regulation 18702.1(a)(1)(G).)
- The decision may result in an increase or decrease of the business's annual gross revenues, or the value of its assets and liabilities, in an amount equal to or more than:
  - \$1,000,000; or
  - Five percent of the business's annual gross revenues, and the increase or decrease is \$10,000 or more. (Regulation 18702.1(a)(2).)
- The decision may cause the business to incur or avoid additional expenses or to reduce or eliminate expenses in amount equal to or more than:
  - \$250,000; or
  - One percent of the business's annual gross revenues, and the increase or decrease is at least \$2,500. (Regulation 18702.1(a)(3).)
- The official knows or has reason to know that business has an interest in real property and:
  - The property is a named party in, or the subject of, the decision under Regulations 18701(a) and 18702.2(a)(1) through (6); or
  - There is clear and convincing evidence the decision would have a substantial effect on the property. (Regulation 18702.1(a)(4).)

Thus, if the decision's reasonably foreseeable financial effect on an official's business interest meets any of the four standards above, that effect is material, and the official is disqualified from taking part in the decision.

**Small Shareholder Exception:** Regulation 18702.1(b) sets forth the "Small Shareholder Exception," which provides that a decision's reasonably foreseeable financial effect on an official's financial interest in a business is not material under Regulation 18702.1(a)(1) or (a)(4)(A) if both:

- The official's only financial interest in the business is an "investment interest" under Section 87103(a) valued at \$25,000 or less; and
- The official's interest in the business is less than one percent of the business's shares.

If the Small Shareholder Exception applies, the official is not disqualified.

## B. Real Property Interests

Regulation 18702.2 provides the materiality standards applicable to a decision's reasonably foreseeable financial effect on real property in which an official has an interest as either an owner or lessee.

**Explicitly Involved Real Property Interest:** It is reasonably foreseeable a decision will have a material financial effect on an official's interest in real property any time the interest is explicitly involved in the decision. Therefore, the decision's reasonably foreseeable effect is material in any of the types of decisions described in Regulation 18702.2(a)(1) to (6), including a decision that:

- Involves the adoption of or amendment to a development plan or criteria applying to the property. (Regulation 18702.2(a)(1).)
- Determines the property's zoning or rezoning, other than a zoning decision applicable to all properties designated in that category; annexation or de-annexation; inclusion in or exclusion from any city, county, district, or local government subdivision or other boundaries, other than elective district boundaries. (Regulation 18702.2(a)(2).)
- Would impose, repeal, or modify any taxes, fees, or assessments that apply to the property. (Regulation 18702.2(a)(3).)
- Authorizes the sale, purchase, or lease of the property. (Regulation 18702.2(a)(4).)
- Involves the issuance, denial or revocation of a license, permit or other land use entitlement authorizing a specific use of or improvement to the property or any variance that changes the permitted use of, or restrictions placed on, the property. (Regulation 18702.2(a)(5).)
- Involves construction of, or improvements to, streets, water, sewer, storm drainage or similar facilities, and the property will receive new or improved services that provide a benefit or detriment disproportionate to other properties receiving the services. (Regulation 18702.2(a)(6).)

**Not Explicitly Involved Real Property Interest:** A decision's reasonably foreseeable financial effect on an official's interest in real property is material if it is of a type described in Regulation 18702.2(a)(7) through (8), (b) or (c), including a decision that:

- Involves property located 500 feet or less from the official's property unless there is clear and convincing evidence that the decision will not have any measurable impact on the official's property. (Regulation 18702.2(a)(7).)
- Involves property located more than 500 feet but less than 1,000 feet from the official's property, and the decision would change the official's property's: development potential; income producing potential; highest and best use; character by substantially altering traffic levels, intensity of use, parking, view, privacy, noise levels, or air quality; or market value (Regulation 18702.2(a)(8)(A) through (E).)

- Involves property located 1,000 feet or more from the property line of the official's property if there is clear and convincing evidence the decision would have a substantial effect on the official's property. (Regulation 18702.2(b).)
- Involves property leased by the official and the decision will:
  - Change the termination date of the lease;
  - Increase or decrease the potential rental value of the property;
  - Change the official's actual or legally allowable use of the property; or
  - Change the official's use and enjoyment of the property. (Regulation 18702.2(c)(1) through (4).)

**Real Property Interest 1,000 Feet or More from Property Involved in Decision:** As mentioned above, Regulation 18702.2(b) sets forth a presumption that the financial effect of a decision involving property located 1,000 feet or more from the property line of the official's property is not material. That presumption, however, may be rebutted with clear and convincing evidence the decision would have a substantial effect on the official's real property interest.

**Exceptions for Planning Objectives or Policy:** A decision's reasonably foreseeable financial effect on an official's real property interest is not material, and therefore the official is not disqualified from the decision, if the decision solely concerns:

- Repairs, replacement or maintenance of existing streets, water, sewer, storm drainage or similar facilities. (Regulation 18702.2(d)(1).)
- Adoption or amendment of a general plan, as defined in Regulation 18702.2(e)(2), if certain specified conditions are met. (See Regulation 18702.2(d)(2).)

**Common Area Exception to the Definition of Interest in Real Property:** Regulation 18702.2(e)(4) provides that an "interest in real property," as defined in Section 82033, does not include "any common area as part of the official's ownership interest in a common interest development as defined in the Davis-Stirling Common Interest Development Act (Civil Code Sections 4000 et seq.)"

### **C. Source of Income Interests**

Regulation 18702.3 sets forth the materiality standards applicable to a decision's reasonably foreseeable financial effect on a source of income to an official, and provides that the effect is material if any of the following criteria is met:

- The source is explicitly involved in the decision because it is "a named party in, or the subject of, the decision," including a claimant, applicant, respondent, or contracting party. (Regulation 18702.3(a)(1).)
- The source is an individual and any of the following applies:



- The decision may affect the individual's income, investments, or other assets or liabilities by \$1,000 or more (excluding an interest in a business entity or real property). (Regulation 18702.3(a)(2)(A).)
- The official knows or has reason to know that the individual has an interest in a business entity that will be financially affected under the materiality standards applicable to a business set forth in Regulation 18702.1. (Regulation 18702.3(a)(2)(B).)
- The official knows or has reason to know that the individual: (i) has a real property interest and the property is explicitly involved in the decision; or (ii) there is clear and convincing evidence the decision would have a substantial effect on the property. (Regulation 18702.3(a)(2)(C).)
- The source is a nonprofit organization and any of the following applies:
  - The decision may result in an increase or decrease of the organization's annual gross receipts, or the value of the organization's assets or liabilities, in an amount equal to or more than: (i) \$1,000,000; or (ii) five percent of the organization's annual gross receipts and the increase or decrease is equal to or greater than \$10,000. (Regulation 18702.3(a)(3)(A).)
  - The decision may cause the organization to incur or avoid additional expenses or to reduce or eliminate expenses in an amount equal to or more than: (i) \$250,000; or (ii) one percent of the organization's annual gross receipts and the change in expenses is equal to or greater than \$2,500. (Regulation 18702.3(a)(3)(B).)
  - The official knows or has reason to know that the organization has a real property interest and: (i) the property is explicitly involved in the decision; (ii) there is clear and convincing evidence the decision would have a substantial effect on the property. (Regulation 18702.3(a)(3)(C).)
- The source is a business that will be financially affected under the materiality standards applicable to a business set forth in Regulation 18702.1 (Regulation 18702.3(a)(4).)
- If there is a nexus between the decision and income received by the official or official's spouse. Otherwise referred to as the nexus test, any reasonably foreseeable financial effect on an official's source of income interest is material if the decision "will achieve, defeat, aid, or hinder a purpose or goal of the source and the official or the official's spouse receive or is promised the income for achieving the purpose or goal. (Regulation 18702.3(b).)

**Exception for Retail Sales:** Section 87103.5(a) provides that a retail customer of a business engaged in retail sales of good or services to the public generally is not a source of income to an official who owns a 10-percent or greater interest in the business if: the retail customers of the business constitute a significant segment of the public generally, and the amount of income received from an individual customer is not distinguishable from the amount of income received from its other customers.

Section 87103.5(b) sets forth a similar retail sales exception for a jurisdiction with a population of 10,000 or less that is located within a county with 350 or fewer retail businesses.

For purposes of applying Section 87103.5, Regulation 18702.3(c) provides that the retail customers of a business entity constitute a significant segment of the public generally if the business is open to the public and provides goods or services to customers that comprise a broad base of persons representative of the jurisdiction. (Regulation 18702.3(c)(1).)

Income from an individual customer is not distinguishable from the amount of income received from other customers when the official is unable to recognize a significant monetary difference between the business provided by the individual customer and the other customers of the business. (Regulation 18702.3(c)(2).) An official is unable to recognize a significant monetary difference when the business:

- Is of the type that sales to any one customer will not have a significant impact on the business's annual net sales; or
- Has no records that distinguish customers by amount of sales, and the official has no other information that the customer provides significantly more income to the business than an average customer. (*Ibid.*)

**Income from a Government Entity:** The materiality standards of Regulation 18702.3 do not apply where a government entity qualifies as a source of income as defined in Section 82030, including where an official is paid by the entity as a consultant or contractor. (Regulation 18702.3(d).) Under Regulation 18703(e)(7), an official with an interest in such an entity is disqualified from taking part in a decision only if there is a unique effect on the official. (*Ibid.*)

#### **D. Source of Gift Interests**

Regulation 18702.4 provides the materiality standards applicable to a decision's reasonably foreseeable financial effect on the source of a gift to an official, and provides that the decision's effect is material if:

- The source is explicitly involved in the decision because the source "is named or otherwise identified as the subject of the proceeding," including a claimant, applicant, respondent, or contracting party. (Regulation 18702.4(a).)
- The source is an individual that will be financially affected under the materiality standard applicable to a decision's reasonably foreseeable financial effect on an official's personal finances set forth in Regulation 18702.5 or the official knows or has reason to know that the individual has an interest in a business or real property that will be financially affected under the materiality standards provided in Regulation 18702.1 or 18702.2, respectively. (Regulation 18702.4(b))

- The source is a nonprofit organization that will receive a measurable financial benefit or loss as a result of the decision or the official knows or has reason to know that the nonprofit has an interest in real property that will be financially affected under the materiality standards in Regulation 18702.2. (Regulation 18702.4(c).)
- The source is a business that will be financially affected under the materiality standards in Regulation 18702.1. (Regulation 18702.4(d).)

## **E. Interest in Personal Finances**

Regulation 18702.5(a) provides the materiality standard applicable to a decision's reasonably foreseeable financial effect on an official's personal finances, including those of immediate family. Also known as the personal financial effect rule, a reasonably foreseeable effect on the official's personal finances is material if the decision may result in the official or the official's immediate family receiving a financial benefit or loss of \$500 or more in any 12-month period due to the decision.

**Exceptions:** Under Regulation 18702.5(b), however, a decision's effect on an official's personal finances and those of immediate family is not material if the decision would:

- Affect only the salary, per diem, or reimbursement for expenses the official or their immediate family member receives from a federal, state, or local government agency, unless the decision is:
  - To appoint (except as specified), hire, fire, promote, demote, suspend without pay or otherwise take disciplinary action with financial sanction against the official or their immediate family; or
  - To set a salary for the official or a member of their immediate family which is different from salaries paid to other employees of the government agency in the same job classification or position, or when the mem of the official's immediate family is the only person in the job classification or position. (Regulation 18702.5(b)(1).)
- Appoint the official to be a member of any group or body created by law or formed by the official's agency for a special purpose. However, if the official will receive a stipend for attending meeting of the group or body aggregating \$500 or more in any 12-month period, the effect is material unless the appointing body posts all of the following on its website:
  - A list of each appointed position and its term. (Regulation 18702.5(b)(2)(A).)
  - The amount of the stipend for each appointed position. (Regulation 18702.5(b)(2)(B).)
  - The name of the official who has been appointed to the position. (Regulation 18702.5(b)(2)(C).)

- The name of any official who has been appointed to be an alternate for the position. (Regulation 18702.5(b)(2)(D).)
- Appoint the official to be an officer of the governing body of which the official is already a member (such as a decision to appoint a city councilmember to be the city’s mayor.) (Regulation 18702.5(b)(3).)
- Establish or change the benefits or retirement plan of the official or the official’s immediate family member, and the decision applies equally to all employees or retirees in the same bargaining unit or other representative group. (Regulation 18702.5(b)(4).)
- Result in the payment of any travel expenses incurred by the official or their immediate family while attending a meeting as an authorized representative of an agency. (Regulation 18702.5(b)(5).)
- Permit the official’s use of any government property, including automobiles or other modes of transportation, mobile communication devices, or other agency-provided equipment for carrying out the official’s duties, including any nominal, incidental, negligible, or inconsequential personal use while on duty. (Regulation 18702.5(b)(6).)
- Result in the official’s receipt of any personal reward from their use of a personal charge card or participation in any other membership rewards program, so long as the reward is associated with the official’s approved travel expenses and is no different from the reward offered to the public. (Regulation 18702.5(b)(7).)

**Effect on Personal Finances and a Business or Real Property Interest:** If a decision would have a reasonably foreseeable financial effect on a business or real property interest of an official, any related effect on the official’s personal finances is not considered separately, and the effect is only analyzed under the respective materiality standards for business and real property interests, i.e. Regulations 18702.1 and 18702.2. (Regulation 18702.5(c).)

## VI. The Public Generally Exception

Under Section 87103, if a decision’s financial effect on an official’s financial interest is indistinguishable from the decision’s effect on the public generally, the official is not disqualified from taking part in the decision. Regulation 18703 sets forth the “Public Generally Exception.”

**The General Rule:** A decision’s financial effect on an official’s financial interest is indistinguishable from its effect on the public generally if the official establishes that a “significant segment” of the public is affected and the “effect on the official’s interest is not unique” compared to the effect on the significant segment. (Regulation 18703(a).)

A “significant segment” of the public is defined as:

- At least 25 percent of:
  - All businesses or nonprofit entities within the official's jurisdiction;
  - All real property, commercial real property, or residential real property within the official's jurisdiction; or
  - All individuals within the official's jurisdiction. (Regulation 18703(b)(1).)
- At least 15 percent of residential real property within the official's jurisdiction if the only interest the official has in the decision is the official's primary residence. (Regulation 18703(b)(2).)

A unique effect on an official's financial interest includes a disproportionate effect on:

- The development potential or use of the official's real property, or the income producing potential of the official's real property or business;
- An official's business or real property resulting from the proximity of a project that is the subject of a decision;
- An official's interests in business entities or real properties resulting from the cumulative effect of the official's multiple interests in similar entities or properties that is substantially greater than the effect on a single interest;
- An official's interest in a business or real property resulting from the official's substantially greater business volume or larger real property size when a decision affects all interests by the same or similar rate or percentage;
- A person's income, investments, assets or liabilities, or real property if the person is a source of income or gifts to the official; and
- An official's personal finances or those of immediate family. (Regulation 18703(c)(1)-(6).)

"Jurisdiction" means:

- The jurisdiction of the state or local government agency as defined in Section 82035;
- The designated geographical area the official was elected to represent; or
- The area to which the official's authority and duties are limited if not elected. (Regulation 18703(d).)

**Specific Rules for Special Circumstances:** Regulation 18703(e) also provides seven Specific Rules for Special Circumstances which govern the Public Generally Exception's applicability in those special circumstances. Under these rules, a decision's financial effect is deemed indistinguishable from its effect on the public generally if there is no unique effect on the official's interest and the official establishes:

- **Public Services and Utilities:** The decision sets or adjusts the amount of an assessment, tax, fee, or rate for water, utility, or other similar public services that is applied equally, proportionally, or by the same percentage to the official's interest and other businesses, properties, or individuals subject to the assessment, tax, fee, or rate. However, an official is not permitted to take part in a decision that would impose the assessment, tax, or fee, or determine the boundaries of a property or who is subject to the assessment, tax, or fee. An official is only permitted to take part in setting or adjusting the assessment, tax, or fee amount, once other related decisions have already been made. (Regulation 18703(e)(1).)
- **General Use or Licensing Fees:** The decision affects the official's personal finances as a result of an increase or decrease to a general fee or charge, such as parking rates, permits, license fees, application fees, or any general fee that applies to the entire jurisdiction. (Regulation 18703(e)(2).)
- **Limited Neighborhood Effects:** The decision affects residential real property limited to a specific location, encompassing more than 50, or five percent, of the residential real properties in the official's jurisdiction, and the decision establishes, amends, or eliminates ordinances that restrict on-street parking, impose traffic controls, deter vagrancy, reduce nuisance or improve public safety, provided the body making the decision gathers sufficient evidence to support the need for the action at a specific location. (Regulation 18703(e)(3).)
- **Rental Properties:** The decision is limited to establishing, eliminating, amending, or otherwise affecting the respective rights or liabilities of tenants and owners of residential rental property, including a decision regarding a rent control ordinance or tenant protection measures, provided all of the following criteria are met:
  - The decision applies to all residential rental properties within the official's jurisdiction other than those excepted by the Costa-Hawkins Rental Housing Act (Civil Code Sections 1954.50, et seq.). (Regulation 18703(e)(4)(A).)
  - The official owns three or fewer residential rental units. (Regulation 18703(e)(4)(B).)
  - Only interests resulting from the official's leasehold interest as a lessor of residential real property and the lessee or owner of the official's primary residence are affected by the decision. (Regulation 18703(e)(4)(C).)
- **Required Representative Interest:** The decision is made by a board or commission and the law that establishes the board or commission requires certain appointees have a representative interest in a particular industry, trade, or profession or other identified interest, and the public official is an appointed member representing that interest. This provision applies only if the effect is on the industry, trade, or profession or other identified interest represented. (Regulation 18703(e)(5).)

- **State of Emergency:** The decision is made pursuant to an official proclamation of a state of emergency when required to mitigate against the effects directly arising out of the emergency. (Regulation 18703(e)(6).)
- **Governmental Entities:** The decision affects a federal, state, or local government entity in which the official has an interest. (Regulation 18703(e)(7).)

## VII. Legally Required Participation

Section 87101 provides that the prohibition of Section 87100 does not prevent an official from making or participating in the making of a decision to the extent the official's participation is legally required for the action or decision to be made. However, the existence of a tied vote does not make the disqualified official's participation legally required.

**No Alternative Source of Decision:** Regulation 18705(a) provides that an official who is financially interested in a decision may establish that the official is legally required to make or to participate in the making of a decision within the meaning of Section 87101 only if there exists no alternative source of decision consistent with the purposes and terms of the statute authorizing the decision.

**“Quorum” Defined:** Regulation 18705(d) provides that a “quorum” is the minimum number of members required to conduct business. When the vote of a supermajority is required to adopt an item, a “quorum” is the minimum number of members needed to adopt the item.

**Narrowly Construed:** Regulation 18705(c) requires the regulation be narrowly construed, and specifically provides that the regulation shall not to be construed:

- To permit an official who is otherwise disqualified under Section 87100 to vote to break a tie. (Regulation 18705(c)(1).)
- To allow a member of any agency who is otherwise disqualified under Section 87100 to vote if a quorum can be convened of other members of the agency who are not disqualified, whether or not those other members are actually present at the time of the disqualification. (Regulation 18705(c)(2).)

**Random Means of Selection:** Regulation 18705(c)(3) requires participation by the smallest number of officials with a conflict that are “legally required” for the decision to be made under Section 87101 and permits a “random means of selection” (e.g. drawing straws) to be used to select only the number of officials necessary to make the decision. When an official is selected, that official is selected for the duration of the proceedings in all related matters until their participation is no longer legally required, or the need for invoking the exception no longer exists. (Regulation 18705(c)(3).)

**Public Identification of an Otherwise Disqualified Official’s Financial Interests in a Decision:** Regulation 18705(b) provides that when an official who has a financial interest in a decision is legally required to make or participate in making that decision, the official must state the existence of the potential conflict as follows:

- The official must disclose the existence of the conflict of interest and describe with particularity the nature of the official’s disqualifying financial interest or interests. This requirement is satisfied if the official discloses:
  - The type of financial interest or interests involved in the decision, and;
  - Other specified information identifying the interest depending on the type of interest at issue.
- The official or another officer or employee of the agency must summarize the circumstances under which the conflict may arise.
- The official or another officer or employee of the agency must disclose the legal basis for the determination that there is no alternative source of decision.

**Manner of Disclosure:** The disclosures required by Regulation 18705(b) must be disclosed as follows:

- If the decision is made during an open session of a public meeting, the disclosures must be made orally before the decision is made;
- If the decision is made during a closed session of a public meeting, the disclosures must be made orally during open session either before the body goes into closed session or immediately thereafter;
- If the decision takes place outside of a public meeting, the disclosures must be made in writing; and
- In all three circumstances immediately above, the disclosures must be made part of the public record, as specified. (Regulation 18705(b)(4).)

## VIII. Segmentation

Under the Act’s conflict of interest provisions, each governmental decision must be analyzed independently to determine if the decision will have a disqualifying effect on an official’s financial interest. (*In re Owen* (1976) 2 FPPC Ops. 77.) Accordingly, an agency may segment a decision in which an official has a disqualifying conflict of interest to allow the official to participate in associated decisions which would not have a disqualifying effect on the official’s interests under Regulation 18706.

**Required Conditions for Segmentation:** Regulation 18706(a) provides that an agency may segment a decision in which an official is financially interested, to allow the official



to participate in associated decisions in which the official is not financially interested, provided all the following conditions are met:

- The decision in which the official is financially interested can be broken down into separate decisions that are not inextricably interrelated to the decision in which the official has a disqualifying financial interest;
- The decision in which the official is financially interested is segmented from the other decisions;
- The decision in which the official is financially interested is considered first and a final decision is reached by the agency without the disqualified official's participation in any way; and
- Once the decision in which the official is financially interested has been made, the official's participation in associated decisions does not result in a reopening of, or otherwise financially affect, the decision from which the official was disqualified.

**“Inextricably Interrelated”:** Regulation 18706(b) provides that decisions are “inextricably interrelated” when the result of one decision will effectively determine, affirm, nullify, or alter the result of another decision.

**Budget and General Plan Decisions Affecting Entire Jurisdiction:** Regulation 18706(c) provides that once all separate decisions related to a budget or general plan affecting the entire jurisdiction have been finalized, the official may participate in the final vote to adopt or reject the agency's budget or general plan.

## IX. Disqualification Requirements

Section 87105 governs the recusal of a public official specified in Section 87200 from a decision from which the official has been disqualified. Subdivisions (a)(1)-(3) of that section require the disqualified official to: identify the potential conflict of interest to publicly identify the official's financial interest or interests at issue; recuse from voting, discussing or attempting to influence the matter; and leave the room until after the matter is concluded. Subdivision (a)(4) excludes members of the Legislature from these recusal requirements.

Regulation 18707 provides further direction and guidance on the recusal requirements applicable to a public official specified in Section 87200 who is disqualified from a decision relating to an agenda item noticed for consideration at a public meeting subject to open meeting laws (i.e. the Bagley-Keene Act (Section 11120 et seq.) or the Brown Act (Section 54950 et seq.)).

**Form and Content of Public Identification:** The disqualified official must publicly identify each type of financial interest, identified in Section 87103, held by the official

that gives rise to the disqualifying conflict of interest. (Regulation 18707(a)(1).) The identification must be oral and part of the public record (Regulation 18707(a)(1)(B)), and provide the following information, as applicable:

- For a business interest: the name of the business, a general description of its activities, and any position held by the official. (Regulation 18707(a)(1)(A)(i).)
- For a real property interest: the property's address, assessor's number, or identification that the property is the official's personal residence. (Regulation 18707(a)(1)(A)(ii).)
- For a source of income interest: the name of the source of income. (Regulation 18707(a)(1)(A)(iii).)
- For a source of gift interest: the name of the source of gift. (Regulation 18707(a)(1)(A)(iv).)
- For all interests: the nature of the expense, liability, asset, or income affected. (Regulation 18707(a)(1)(A)(v).)

**Timing:** The public identification required by Regulation 18707(a)(1) must be made immediately prior to consideration of the agenda item. (Regulation 18707(a)(2).)

- Partial absence from a meeting does not excuse the disqualified official's public identification requirement. (*Ibid.*)
- If the official leaves a meeting in advance of an agenda item from which the official is disqualified, the official must provide the public identification required by Regulation 18707(a)(1) prior to leaving the meeting. (Regulation 18707(a)(2).)
- If the official first joins a meeting after consideration of the agenda item, the official must provide the public identification immediately upon joining the meeting. (*Ibid.*)

**Recusal and Leaving the Room:** The disqualified official must recuse, leave the room after the public identification required by Regulation 18707(a)(1), and refrain from participation in the decision. (Regulation 18707(a)(3).) The disqualified official does not count toward achieving a quorum while the item is discussed. (*Ibid.*)

- For an agenda item on a consent calendar (uncontested items), the official may remain in the room during the consent calendar. (Regulation 18707(a)(3)(A).)
- If the official has a "personal interest" in the agenda item, as defined in Regulation 18704(d)(2) and wishes to speak or appear as a member of the general public, the official may leave the dais and speak or observe from the area reserved for members of the public after making the public identification required by Regulation 18707(a)(1) and recusing. (Regulation 18707(a)(3)(B).)

**Special Rules for Closed Session:** The public identification required by Regulation 18707(a)(1) must be made orally during the open session before the body goes into

closed session and may be limited to a declaration that the official's recusal is because of a conflict of interest under Section 87100. (Regulation 18707(a)(4).) The declaration must be made part of the official public record. (*Ibid.*) The official must not be present when the decision is considered in closed session or knowingly obtain or review a recording or any other non-public information regarding the decision. (*Ibid.*)

**Other Decisions:** For a decision other than an agenda item involving a public official specified in Section 87200 (governed by Regulation 18707(a)), Regulation 18707(b) provides the following:

- If the official determines not to act because of a financial interest, the official's determination may be accompanied by an oral or written disclosure of the interest.
- The official's presence will not be counted toward achieving a quorum.
- During a closed meeting of the agency, a disqualified official must not be present when the decision is considered, or knowingly obtain or review a recording or any other nonpublic information regarding the decision.
- An agency may adopt a local rule requiring the official to step down from the dais or leave the chambers.

**Confidential Information:** Regulation 18707(c) expressly provides that nothing in Regulation 18707 is intended to cause any disclosure that would reveal the confidences of a closed session or any other privileged information contemplated by law, including privileged information under Regulation 18740.

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<sup>1</sup> The Political Reform Act is contained in Government Code Sections 81000 through 91014. All statutory references are to the Government Code, unless otherwise indicated. The regulations of the Fair Political Practices Commission (the "Commission") are contained in Sections 18110 through 18997 of Title 2 of the California Code of Regulations. All regulatory references are to Title 2, Division 6 of the California Code of Regulations, unless otherwise indicated.

<sup>2</sup> We note that the annual gift limit is adjusted biennially. The current gift limit is prescribed in Regulation 18940.2. The adjusted annual gift limit amount in effect for the period January 1, 2021, to December 31, 2022, is \$520.

<sup>3</sup> For an official's interest in a business entity or real property, Regulation 18702.1(a) and Regulation 18702.2(a)(1)-(6), provide additional guidance for determining if the interest is explicitly involved.

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**CITY MANAGER’S REPORT  
SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**

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

**RECOMMENDATION: Approve Write-Off of Uncollectible Utility and  
Miscellaneous Accounts for Fiscal Year (FY)  
2021/22**

**SUMMARY:**

Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) require municipalities to evaluate and write-off delinquent accounts that are deemed uncollectible. As part of the annual audit process and in compliance with both GAAP and GASB requirements, the Finance Department has reviewed unpaid delinquent accounts assigned to collections. After a thorough review, staff has determined \$82,263 to be uncollectible for FY 2021/22 as detailed in Table 1 below:

Table 1.

| <b>Customer Account Type</b>                      | <b>FY 2020/21<br/>Approved<br/>Write-Offs</b> | <b>FY 2021/22<br/>Recommended<br/>Write-Offs</b> | <b>Increase/<br/>(Decrease)<br/>%</b> | <b>No. of<br/>Accounts to<br/>be Written-Off</b> |
|---|---|--|---------------------------------------|--|
| Utility Customers<br>(Residential and Commercial) | \$42,081                                      | \$56,601   | 34.50%                                | 162  |
| Miscellaneous Customers                           | 1,993   | 25,662   | 1,187.00%                             | 15   |
| <b>Totals</b>                                     | <b>\$44,074</b>                               | <b>\$82,263</b>                                  |                                       | <b>177</b>                                       |

The recommended utility write-offs represent 0.29% of the annual water and sewer charges billed to customers. The utility write-off amount in FY 2020/21 has increased by almost \$15 thousand or 34.50% from the prior fiscal year. Collecting a security deposit, requiring occupants to provide rental agreement or purchasing agreement before establishing service and offering assistance programs has proven to be effective means in maintaining low levels of uncollectible accounts.

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

Tonight staff is requesting Council’s approval to write-off \$82,263 of uncollectible charges.

**CITY MANAGER’S REPORT** **PAGE 2**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS**

**BACKGROUND:**

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

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

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

Utility Customer Accounts

During FY 2021/22, Golden State Collections, LLC, received claims for further collection process on 162 delinquent utility customer accounts totaling \$56,601. Of the \$56,601 assigned to Golden State Collections, LLC, the agency recovered \$1,110 from 6 customer accounts recorded on the current and prior year claims. This represents a 1.96% recovery rate (see Table 2) from the total referred. Also included in Table 2, are accounts with balances less than \$5, which are refrained from the collection agency. During FY 2021/22, there was two account with a balance less than \$5.

Table 2.

| <b>Utility Customer Accounts</b>      | <b>FY 2019/20</b> | <b>FY 2020/21</b> | <b>FY 2021/22</b> |
|---------------------------------------|-------------------|-------------------|-------------------|
| Total Utility Customers               | 7,368             | 8,266             | 9,379             |
| Accounts Sent to Collection Agency    | 167               | 97                | 162               |
| Amount Assigned to Collection Agency  | \$38,155          | \$42,081          | \$56,601          |
| Amount Recovered by Collection Agency | \$770             | \$3,621           | \$1,110           |
| Recovery Rate                         | 2.02%             | 8.60%             | 1.96%             |
| Account < \$5.00                      | 1                 | 5                 | 2                 |
| <b>Total Write-Offs</b>               | <b>\$38,155</b>   | <b>\$42,081</b>   | <b>\$56,601</b>   |

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**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS**

The utility write-off amount in FY 2021/22 has increased by almost \$15 thousand or 34.50%. Of the 162 utility customer accounts, there are 30 residential accounts with past due balances of \$500 or more. These accounts totaled approximately \$31 thousand and makes up for 53.93% of the overall utility write-off amount. The high balances are attributed from the financial impacts of the COVID-19 pandemic on Lathrop residents.

The City of Lathrop recently applied for funding from the State Water Resources Control Board (SWRCB) to assist residential and commercial customers who incurred utility debt as a result of the COVID-19 Pandemic. Residential and commercial customers with outstanding balances were conditionally eligible to have credits applied to their utility account. The credits were posted to all eligible, active and inactive, accounts. The recommended write off of \$56,601 for utility customers would be significantly higher if the SWRCB assistance funding was not available.

Staff will continue to re-enforce current programs that offers payment assistance, such as extending payment due date or granting payment arrangement, to utility customers carrying past due balances will contribute to reduce the overall total number of accounts and dollar amounts to be written off.

Miscellaneous Customer Accounts

Miscellaneous customers’ accounts referred to collections for FY 2021/22 totaled \$25,662 from 15 accounts related to Animal Services, Public Works, and Parks and Recreation billings, as summarize in Table 3. Animal Services billings included emergency call costs, veterinary costs, impoundment, and shelter fees. Billings for Public Works included city property damages, material, and equipment replacement costs. Parks and Recreation billings included non-sufficient fund returned check fees and unpaid programming fees.

Table 3.

| <b>Miscellaneous Customer Accounts</b> | <b>Animal Services</b> | <b>Public Works</b> | <b>Parks &amp; Rec</b> | <b>Misc.</b> | <b>FY 2021/22</b> |
|--|------------------------|---------------------|------------------------|--------------|-------------------|
| Accounts Sent to Collection Agency     | 9                      | 6                   | 0                      | 0            | 15                |
| Amount Assigned to Collection Agency   | \$985                  | \$24,678            | \$0                    | \$0          | \$25,662          |
| Amount Recovered by Collection Agency  | \$140                  | \$0                 | \$0                    | \$0          | \$140             |
| Accounts < \$5.00                      | -                      | -                   | -                      | -            | -                 |
| <b>Total Write-offs</b>                |                        |                     |                        |              | <b>\$25,662</b>   |

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**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS**

**REASON FOR RECOMMENDATION:**

The Finance Department has conducted a thorough review of the utility and miscellaneous customer accounts and recommends \$82,263 to be considered uncollectible.

**FISCAL IMPACT:**

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

|   |               |
|---|---------------|
| Utility customer accounts:              | \$ 56,601     |
| Miscellaneous customer accounts:        | <u>25,662</u> |
| Total amount of uncollectible accounts: | \$ 82,263     |


**ATTACHMENTS:**

None.



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**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS**

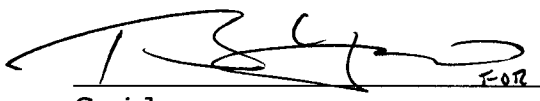
**APPROVALS:**

  
\_\_\_\_\_  
Chia Lor  
Senior Accountant

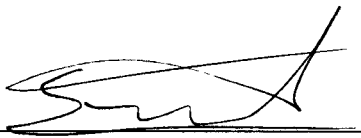
08.29.2022  
Date

  
\_\_\_\_\_  
Thomas Hedegard  
Deputy Finance Director

8/29/2022  
Date

  
\_\_\_\_\_  
Cari James  
Director of Finance

8/29/2022  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8.30.2022  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.6.22  
Date

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**ITEM: APPROVE AMENDMENTS TO EMPLOYEE CLASSIFICATIONS/JOB DESCRIPTIONS FOR VARIOUS DEPARTMENTS**

**RECOMMENDATION: Adopt Resolution to Approve Amendments to the Job Descriptions for Various Positions**

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**SUMMARY:**

The Human Resources Department has conducted a job analysis on the administrative, executive assistant series and Assistant/Associate engineer job classifications. Job descriptions are the building blocks for conducting successful workforce planning, setting salary and grade levels, and meeting compliance requirements. They also play an important role in performance reviews, employee career development and recruitment. In review of the administrative assistant classifications, deficiencies have been identified and amendments are proposed.

**BACKGROUND:**

On June 28, 2022, the Lathrop Police Department started full operations. Any employee assigned to the Police Department as their work location is required to undergo a background security clearance to determine their suitability for logical or physical access to the California Law Enforcement Telecommunications System (CLETS), pursuant to California Code of Regulations, Title 11, Division 1, Chapter 7, Article 1, § 703(d) and § 707(b).

Pursuant to California Government Code 3100, all public employees are classified as disaster service workers, which include all persons employed by any county, city, state agency or public district. In accordance with the City of Lathrop Municipal code 2.32.080, the city disaster council will plan for the effective mobilization of all of the resources of this city, which may require City staff to serve as Disaster Service Workers in support of the City's response and recovery efforts.

**REASON FOR RECOMMENDATION:**

The Office Assistant, Administrative Assistant, Executive Assistant and Special Assistant series of job classifications may have a work location assigned to the police department; therefore, we must update the classification to include the police department as a possible assigned location to ensure the correct level of security clearance is obtained through the recruitment and background process. It should be noted, that the police department is currently recruiting an Administrative Assistant to assist in the Community Service Division and these changes will ensure compliance in our recruitment and background process.

In review of the Assistant/Associate Engineer job description, amendments have been made to the Engineer-in-training certificate to list as desirable and not required.

**CITY MANAGER'S REPORT** **PAGE 2**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**AMENDING EMPLOYEE JOB DESCRIPTIONS FOR VARIOUS CLASSIFICATIONS**

In addition, supplementary language is proposed to include the required Disaster Service Workers status to meet compliance requirements. Pursuant to Government Code 3100, all public employees are included in the disaster service worker status, which include all persons employed by any county, city, state agency or public district. It is important to incorporate compliance language in all job descriptions.

Lastly, in resolution 22-5072, a formal written classification was created for the Special Assistant job description. Amendments are proposed to allow this classification to be utilized to recruit applicants who are attending any college or university with campus placement services on a temporary basis. Departments requesting such staffing would only use this classification when they have funds in the budget or will have to seek Council approval of a supplemental appropriation.

**FISCAL IMPACT:**

There is no fiscal impact. The proposed amendments are to update current classifications for future recruitments.

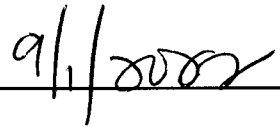
**ATTACHMENTS:**


- A. Resolution approving the amendment of the following classifications, Office Assistant, Administrative Assistant, Executive Assistant, Assistant/Associate Engineer and Special Assistant.
- B. Job Description: Office Assistant I/II
- C. Job Description: Administrative Assistant I/II
- D. Job Description: Administrative Assistant III
- E. Job Description: Senior Administrative Assistant
- F. Job Description: Executive Assistant
- G. Job Description: Special Assistant
- H. Job Description: Assistant/Associate Engineer

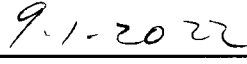
**CITY MANAGER'S REPORT  
SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING  
AMENDING EMPLOYEE JOB DESCRIPTIONS FOR VARIOUS CLASSIFICATIONS**

**APPROVALS:**

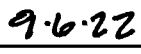
  
\_\_\_\_\_  
Theresa Roland  
Director of Human Resources

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

  
\_\_\_\_\_  
Date

# ATTACHMENT A

## RESOLUTION NO. 22-

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING THE EMPLOYEE CLASSIFICATIONS FOR THE FOLLOWING CLASSIFICATIONS OF OFFICE ASSISTANT I/II, ADMINISTRATIVE ASSISTANT I/II/III, SENIOR ADMINISTRATIVE ASSISTANT, EXECUTIVE ASSISTANT, ASSISTANT/ASSOCIATE ENGINEER AND SPECIAL ASSISTANT**

**WHEREAS**, the City Council has reviewed the recommendation to amend the classifications of Office Assistant I/II, Administrative Assistant I/II/III, Senior Administrative Assistant, Executive Assistant, Assistant/Associate Engineer and Special Assistant; and

**WHEREAS**, the amendments will replace the previous versions of the Office Assistant I/II, Administrative Assistant I/II/III, Senior Administrative Assistant, Executive Assistant, Assistant/Associate Engineer and Special Assistant job descriptions; and

**WHEREAS**, Classifications for Office Assistant I/II, Administrative Assistant I/II/III, Senior Administrative Assistant, Executive Assistant, and Assistant/Associate Engineer have no new fiscal impact as the salary grade to these positions remain unchanged; and

**WHEREAS**, staff is recommending minor changes to the existing job description of Special Assistant, total time for such position shall not exceed 960 hours in a fiscal year, and Departments requesting such staffing would only use this classification when they have funds in the budget and/or when they have to return to Council for a supplemental appropriation.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop does hereby approve the requested amendments to the classifications of Office Assistant I/II, Administrative Assistant I/II/III, Senior Administrative Assistant, Executive Assistant, Assistant/Associate Engineer and Special Assistant;

The foregoing resolution was passed and adopted this 12<sup>th</sup> day of September 2022, 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

# ATTACHMENT B

## CITY OF LATHROP OFFICE ASSISTANT I/II

*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, learns to perform and performs a variety of clerical duties in support of an assigned function; assists the public at the counter and on the phone with City policies, complaints and questions; writes a variety of correspondence; performs other duties as assigned.

### **DISTINGUISHING CHARACTERISTICS:**

#### **Office Assistant I**

The **Office Assistant I** is the entry level class in the Office Assistant series that allows the incumbent to develop journey level knowledge and abilities. Initially, under immediate supervision, incumbents perform the more routine clerical support duties while learning City policies and procedures. As experience is gained, there is greater independence of action within established guidelines. This classification is alternatively staffed with Office Assistant II, and incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class. This position may be assigned to work in the Police Department.

**Office Assistant II** is the journey level classification responsible for a wide variety of clerical support duties for an individual department. Incumbents are expected to independently perform the full scope of assigned duties. This class is distinguished from the next higher classification of Administrative Assistant I in that the latter is responsible for more complex office and customer service duties. This position may be assigned to work in the Police Department.

### **SUPERVISION RECEIVED/EXERCISED:**

#### **Office Assistant I**

Receives immediate supervision from a Department Head or Division Manager. Incumbents do not routinely exercise supervision.

#### **Office Assistant II**

Receives general supervision from a Department Head or Division Manager. Incumbents do not routinely exercise supervision.

### **ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Performs clerical duties in support of an assigned function, including typing, copying, and faxing a number of documents; assists the public with questions; answers and refers complaints to the correct department or agency.



- Answers the telephone and provides information within the area of assignment; directs the public to the appropriate department; responds to public inquiries in a courteous manner; provides proper documents and resource references as required.
- Prepares a variety of documents and forms, including general correspondence, reports, orders, agenda packet materials, and memoranda.
- Schedules meetings and appointments, maintains a calendar.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public.
- Performs related duties as assigned.

### **PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:**

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and personal service. The need to lift, drag and push files, paper and documents weighing up to 25 pounds also is required.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification.)*

#### **Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Office Assistant I/II**. A typical way of obtaining the required qualifications is to possess the equivalent of:

#### **Office Assistant I**

A high school diploma or equivalent.

#### **Office Assistant II**

In addition to the above, one year of clerical experience equivalent to that of an Office Assistant I in the City of Lathrop.

#### **License/Certificate:**

Possession of, or ability to obtain, a valid class C California driver's license.

**KNOWLEDGE/ABILITIES/SKILLS:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position. The level and scope of the knowledge and abilities listed below vary between the Office Assistant I and II levels.)*

**Knowledge of:**

Standard office and administrative policies and procedures; specified computer applications involving word processing, data entry, database access and/or standard report generation; business arithmetic; basic principles of mathematics; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

**Ability to:**

Provide general clerical support to a specialized work unit; use applicable office terminology, forms, documents and procedures in the course of the work; maintain accurate office files; compose correspondence or documents; meet critical deadlines; deal successfully with the public, in person and over the telephone; courteously respond to community issues, concerns and needs; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

**Skill to:**

Operate standard office equipment, including a computer and variety of word processing and software applications.

**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.

**Historical Data**

Adopted:

Amended by Resolution 22-\_\_\_\_\_

Unit: SEIU

Pay Grade: Office Assistant I Grade 32

Office Assistant II Grade 36

CITY OF LATHROP  
ADMINISTRATIVE ASSISTANT I/II

*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, learns to perform and performs routine and complex tasks and duties assigned to classes within the Administrative Assistant series by providing office, clerical and administrative support to management staff, and other staff, in one or more departments as needed; interprets and applies policies, procedures and work methods associated with assigned duties; performs other related duties as required.

**DISTINGUISHING CHARACTERISTICS:**

**Administrative Assistant I**

The **Administrative Assistant I** is the entry level class in the Administrative Assistant series that allows the incumbent to develop journey level knowledge and abilities. Initially, under immediate supervision, incumbents perform the more routine clerical support and customer service duties while learning City policies and procedures. As experience is gained, there is greater independence of action within established guidelines and incumbents are assigned the more complex tasks. This classification is alternatively staffed with Administrative Assistant II and incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class. This position may be assigned to work in the Police Department.

**Administrative Assistant II**

The **Administrative Assistant II** is the full working level class in the Administrative Assistant series in which incumbents are expected to independently perform the full scope of assigned duties. Incumbents perform a full range of office and administrative support duties, including maintenance of a calendar and scheduling appointments, preparation of reports, and assisting in the issuance and collection of permits and fees. This classification is distinguished from the next higher classification of Legal Assistant in that the latter performs a variety of clerical and office support duties involving sensitive legal and confidential documents and reports. This position may be assigned to work in the Police Department.

**SUPERVISION RECEIVED/EXERCISED:**

**Administrative Assistant I**

Receives immediate supervision from a department head and/or management staff. May provide technical and functional supervision to seasonal and temporary employees.

**Administrative Assistant II**

Receives general supervision from a department head and/or management staff. May provide technical and functional supervision to seasonal and temporary employees.

**ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Learns to perform and performs routine and complex tasks and duties assigned to classes within the Administrative Assistant series by providing office, clerical and administrative support to management staff and other staff in one or more departments as needed.

- Plans, organizes and carries out administrative assignments; researches, compiles and organizes a variety of information from various sources on specialized topics related to programs in assigned areas; assists in a variety of department operations; applies special knowledge in reviewing and determining completeness of applications, permits, records and files.
- Types drafts and a wide variety of finished documents from verbal and brief written instructions, and transcribing machine recordings; compiles and maintains records and prepares reports; assists in the preparation of agenda materials, draft reports, resolutions and ordinances; inputs and retrieves information from various computer data management systems such as financial and/or budget systems; maintains a variety of files and records.
- Answers phone and greets customers at the front counter; responds to questions and concerns from the general public; provides information as is appropriate and responds to complaints.
- Receives and processes fees, enrollment charges, fines or other money; prepares receipts and balances money received; performs accounts payable and receivable for assigned department; initiates, tracks and closes out work orders; orders office supplies; inventories supplies when they arrive; assists with the development, administration and monitoring of a department's budget.
- Maintains calendars of department activities, meetings and various events; schedules meetings; coordinates travel arrangements for department staff as necessary; serves as an assistant to various committees, commission, and task forces; attends meetings as required.
- Processes and tracks a variety of permits and applications such as building and transportation permits; initiates and maintains a variety of files and records; ensures proper filing of documents in departmental or central files.
- Collects employees timesheets and requests for leave; checks for accuracy; turns timesheets into department management and distributes new timesheets; collects and distributes mail.
- Tracks and monitors outside contracts; applies and monitors compliance for various grants for assigned programs.
- Assists with special events; creates and maintains information packets, flyers and guides for the public, such as the quarterly Activity Guide, recycling activities or other special publications, memos, letters, etc.
- Acts as a liaison with City employees and management on a variety of issues.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.
- Perform related duties as assigned

**PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:**

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer

keyboard. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer. Acute hearing is required when providing phone and personal service. The need to lift, drag and push files, paper and documents weighing up to 25 pounds also is required.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification.)*

**Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Administrative Assistant I/II**. A typical way of obtaining the required qualifications is to possess the equivalent of:

**Administrative Assistant I**

Two years of significant directly related and progressive clerical experience related to municipal government or a related field, and a high school diploma or equivalent.

**Administrative Assistant II**

In addition to the above, two years of experience equivalent to that of an Administrative Assistant I with the City of Lathrop, and a high school diploma or equivalent.

**License/Certificate:**

Possession of, or ability to obtain, a valid class C California driver's license may be required for some positions.

**KNOWLEDGE/ABILITIES/SKILLS:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position. The level and scope of the knowledge and abilities listed below vary between the I and II levels.)*

**Knowledge of:**

Standard office and administrative policies and procedures; City codes and ordinances; depending on assignment, knowledge of accounting, clerical, construction and computer terminology may be required; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

**Ability to:**

Provide general clerical support to one or more departments; read, understand, and review documents for accuracy and relevant information; use applicable office terminology, forms, documents, and procedures in the course of the work; read, understand and explain plans, maps, aerial photos, drawings, reports, applications, construction documents, and specifications; learn the policies, procedures, and guidelines of the Department to which assigned in a timely manner; maintain a high level of confidentiality; maintain accurate office files; compose correspondence or

documents; meet critical deadlines; deal successfully with the public, in person and over the telephone; courteously respond to community issues, concerns and needs; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

**Skill to:**

Operate standard office equipment, including a computer and variety of word processing and software applications.

**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.

**Historical Data**

Adopted: Unknown

Amended by Resolution 22-

Unit: SEIU

Pay Grade: Administrative Assistant I Grade 41

Administrative Assistant II Grade 45

**CITY OF LATHROP  
ADMINISTRATIVE ASSISTANT III**

*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 routine and complex tasks and duties assigned to classes within the Administrative Assistant series by providing office, clerical and administrative support to management staff, and other staff, in one or more departments as needed; interprets and applies policies, procedures and work methods associated with assigned duties; performs other related duties as required.

**DISTINGUISHING CHARACTERISTICS:**

The **Administrative Assistant III** is an advanced level class in the Administrative Assistant series in which incumbents are expected to independently perform the full scope of assigned duties conforming to policy and requirements. Incumbents perform a full range of office and administrative support duties, preparation of reports, and preparing responses to public inquiries with a high level of administrative detail. This classification is distinguished from the next higher classification of Senior Administrative Assistant in that the latter supervises, assigns, oversees and reviews work of lower level staff. This position may be assigned to work in the Police Department.

**SUPERVISION RECEIVED/EXERCISED:**

Receives general supervision from a department head and/or management staff. May provide technical and functional supervision to lower level administrative positions.

**ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Performs a wide variety administrative duties for the Department Head, management staff, and other staff, in one or more departments.
- Organizes own work, sets priorities, meets deadlines.
- May assist or be responsible for organizing and coordinating the work of an office or function.
- Answers phone and greets customers at the front counter; responds to questions and concerns from the general public; provides information as is appropriate and responds to complaints.
- Composes independently or from oral instructions, notes or rough draft, a variety of materials including inter-office communications, letters, forms, memoranda, bulletins, legal documents, notices and other materials; proofreads and verifies accuracy of documents; transcribes dictation from a mechanical source.
- Prepares a wide variety of reports and forms requiring independent assembly of information, judgment and interpretation; prepares routine agenda reports, ordinances and resolutions for City Council and/or various Commissions.

- Coordinates, schedules and attends a variety of public and private meetings as assigned; assures proceedings comply with established requirements; prepares and sends out notices of meetings; maintains appointment and activity calendar; reserves facilities; collects and compiles information for meetings; prepares agendas, supplemental materials and other documents; takes and transcribes minutes as directed.
- Researches and assembles information from a variety of sources for the completion of claims, reports, and responses to record requests.
- Reviews reports for possible action on accidents involving City property or employees; obtains reports and information from other City departments; prepares reports and reviews for accuracy and errors and makes recommendations for action.
- Confers with claimants, departments, vendors, and other members of the public on matters specifically assigned.
- Assures timely communications between assigned office and City employees; initiate and receive phone calls to receive and transmit information; resolve issues as appropriate.
- Coordinate travel arrangements and hotel reservations as necessary; prepare and assure proper completion of reimbursement forms.
- Reviews applications, permits, records and files to determine accuracy and completeness; receives and processes fees, fines or other money; prepares receipts and balances money received; performs accounts payable and receivable for assigned department; assists with the development, administration and monitoring of a department's budget.
- Tracks and monitors outside contracts; applies and monitors compliance for various grants for assigned programs.
- Acts as a liaison with City employees and management on a variety of issues.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.
- Perform related duties as assigned
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**PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:**

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer. Acute hearing is required when providing phone and personal service. The need to lift, drag and push files, paper and documents weighing up to 25 pounds also is required.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification.)*

**Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Administrative Assistant III**. A typical way of obtaining the required qualifications is to possess the equivalent of four years of significant directly related and progressive clerical experience related to municipal government or a related field, and a high school diploma or equivalent.



**License/Certificate:**

Possession of, or ability to obtain, a valid class C California driver's license may be required for some positions.

**KNOWLEDGE/ABILITIES/SKILLS:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position. The level and scope of the knowledge and abilities listed below vary between the I and II levels.)*

**Knowledge of:**

Standard office and administrative policies and procedures; City codes and ordinances; depending on assignment, knowledge of accounting, clerical, construction and computer terminology may be required; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

**Ability to:**

Provide general clerical support to one or more departments; read, understand, and review documents for accuracy and relevant information; use applicable office terminology, forms, documents, and procedures in the course of the work; read, understand and explain plans, maps, aerial photos, drawings, reports, applications, construction documents, and specifications; learn the policies, procedures, and guidelines of the Department to which assigned in a timely manner; maintain a high level of confidentiality; maintain accurate office files; compose correspondence or documents; meet critical deadlines; deal successfully with the public, in person and over the telephone; courteously respond to community issues, concerns and needs; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

**Skill to:**

Operate standard office equipment, including a computer and variety of word processing and software applications.

**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.

**HISTORICAL DATA**

Adopted: August 12, 2019 by Resolution: 19-4609

Amended by Resolution 22-\_\_\_\_\_

Unit: SEIU

Pay Grade: Grade 47

CITY OF LATHROP

SENIOR ADMINISTRATIVE ASSISTANT

*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:**

To perform a variety of supervisory responsibilities overseeing clerical support staff of the department; perform confidential and complex administrative duties where knowledge of the organization, personnel policies and procedures are essential.

**DISTINGUISHING CHARACTERISTICS:**

The **Senior Administrative Assistant** is responsible for the supervision of lower level clerical staff. Incumbents perform a full range of office and administrative support duties, including maintenance of a calendar and scheduling appointments, preparation of reports, and assisting in the issuance and collection of permits and fees. This classification is distinguished from the next higher classification of Executive Assistant in that the latter performs executive support to a Department Head and/or management staff on assignments in a wide variety of departmental areas requiring independent decision making, judgment and initiative. This position may be assigned to work in the Police Department.

**SUPERVISION RECEIVED/EXERCISED:**

Receives general supervision from a department head and/or management staff. Responsibilities include supervision over lower level administrative positions

**ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Performs a wide variety of complex and responsible, administrative and confidential duties for the Department head or management staff. Coordinates work schedules insuring proper coverage in the department.
- Plans, organizes and carries out administrative assignments; researches, compiles and organizes a variety of information from various sources on specialized topics related to programs in assigned areas; assists in a variety of department operations; applies special knowledge in reviewing and determining completeness of applications, permits, records and files.
- Assign, oversee, and review work of clerical staff on a continual basis. Types drafts and a wide variety of finished documents from verbal and brief written instructions, compiles and maintains records and prepares reports; assists in the preparation of agenda materials, draft reports, resolutions and ordinances; inputs and retrieves information from various computer data management systems such as financial and/or budget systems; maintains a variety of files and records.
- Provide training related to general clerical duties and procedures, as well as departmental work assignments.
- Prepare and conduct employee performance evaluations making appropriate recommendations.

## ATTACHMENT E

- Recommend organizational or procedural changes affecting administrative activities.
- Receives and processes fees, enrollment charges, fines or other money; performs accounts payable and receivable for assigned department; assistant with the development administration and monitoring of a departments' budget.
- Maintains calendars of department activities, meetings and various events; schedules meetings; serves as an assistant to various committees, commissions, and task forces; attends meetings as required.
- Participate and assist in the administration of a department; prepare comprehensive reports, compile annual budget requests and recommend expenditure requests for designated accounts.
- Collect employees timesheets and requests for leave; check for accuracy; turn timesheets into department management and distribute new timesheets. Initiate and maintain files and personnel records.
- Tracks and monitors outside contracts; applies and monitors compliance for various grants for assigned programs.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.
- Other duties, as assigned.

### **PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:**

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer. Acute hearing is required when providing phone and personal service. The need to lift, drag and push files, paper and documents weighing up to 25 pounds also is required.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification.)*

#### **Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a Senior Administrative Assistant. A typical way of obtaining the required qualifications is to possess the equivalent of:

Four years of experience equivalent to that of an Administrative Assistant I/II with the City of Lathrop. Equivalent to an Associates of Arts degree in business administration, public administration, accounting or a related field. A bachelor's degree is highly desirable and may be substituted for one year of the required experience.

#### **License/Certificate:**

Possession of, or ability to obtain, a valid class C California driver's license may be required for some positions.

## ATTACHMENT E

**KNOWLEDGE/ABILITIES/SKILLS:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position. The level and scope of the knowledge and abilities are listed below)*

### **Knowledge of:**

Standard office and administrative policies and procedures; City codes and ordinances; depending on assignment, knowledge of accounting, clerical, construction and computer terminology may be required; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

### **Ability to:**

Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities; prepare work schedules based on set parameters' plan, organize and schedule work priorities for others, supervise and train administrative support staff; prepare and conduct employee performance evaluations; make recommendations to Department Director related to personnel issues; communicate clearly and concisely, orally and in writing; establish and maintain effective working relationships with those contacted during the course of work; interpret and apply administrative and departmental policies, laws, and rules; work independently in the absence of supervision and work under pressure to meet deadlines; analyze situations carefully and adopt effective courses of action; coordinate and maintain effective office procedures and efficient workflows to meet established guidelines while projecting a positive, professional image of the department; compile and maintain complex and extensive records and prepare reports; maintain confidential data and information; read, understand, and review documents for accuracy and relevant information; use applicable office terminology, forms, documents, and procedures in the course of the work; read, understand and explain plans, maps, aerial photos, drawings, reports, applications, construction documents, and specifications; maintain accurate office files; compose correspondence or documents; meet critical deadlines; deal successfully with the public, in person and over the telephone; courteously respond to community issues, concerns and needs; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

### **Skill to:**

Operate standard office equipment, including a computer and variety of word processing and software applications.

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## ATTACHMENT E

### 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.

### Historical Data

Adopted:

Amended by Resolution: 22-\_\_\_\_\_ (22-5038)

Bargaining Unit: LMCEA

Pay Grade: 51

CITY OF LATHROP  
EXECUTIVE ASSISTANT

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**DEFINITION:**

Under general supervision, performs a wide variety of routine and complex advanced executive support duties for an assigned department. Assists the public by providing information personally or directing information requests according to established procedures; performs work on special programs and projects; sorts, logs, and maintains records and other documents; may exercise functional and technical supervision over administrative support staff; performs other related duties as required.

**DISTINGUISHING CHARACTERISTICS:**

The **Executive Assistant** is the advanced journey level classification in which incumbents are expected to independently perform the full range of advance administrative and executive support to a Department Head and/or management staff on assignments in a wide variety of departmental areas requiring independent decision making, judgment and initiative.. This classification is distinguished from the next lower class of Senior Administrative Assistant in that the former is responsible for providing complex support to an assigned department. This position may be assigned to work in the Police Department.

**SUPERVISION RECEIVED/EXERCISED:**

Receives general supervision from the Department Head or their designee. Exercises direct and indirect supervision over assigned staff.

**ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Performs a wide variety of sensitive, confidential, complex and highly responsible administrative duties; meet time sensitive deadlines
- Coordinates and oversees a variety of special projects and programs as assigned by the department head or their designee; conducts research and provides recommendations regarding project activity
- Demonstrates an understanding of applicable policies, procedures, and work methods associated with assigned duties; responds to questions and concerns from the general public requiring in-depth knowledge of the City; provides information as appropriate; receives visitors and telephone calls, directing them to the appropriate information source; represents the City to callers and visitors in a professional and customer friendly manner
- Compose a variety of sensitive and detailed documents, letters, memoranda and instructions from brief notes or verbal information

- Oversee, authorize, and monitor orders for office supplies and other departmental purchases
- Uses computers to enter, prepare, and proofread drafts, labels, forms, envelopes, and a variety of documents, including general correspondence, staff reports, press releases, public information items, spreadsheets, agendas, resolutions, meeting minutes, legislative documents, and memos; gathers data and keeps necessary records to support administrative decision making; establishes and maintains a variety of records and files; researches files for information requested for the preparation of reports or conduct of other office business; gathers data and drafts PowerPoint presentations
- Compiles and maintains records and prepares reports; maintains a variety of files; participate in the preparation of the budget by gathering information, preparing justifications, and researching the prior year's ending; monitors accounts; performs account analysis
- Maintains and processes a variety of standard City documents and records, including time sheets, performance evaluations, human resources forms, purchasing forms, and claim forms
- Schedules meetings and appointments; maintains a calendar for meetings and other events; arranges travel to meetings and conferences
- Provide direction to administrative support staff including planning, prioritizing, assigning, reviewing and overseeing work; monitor staff performance; determine work priorities and methods; participate in staff selection and training; provide input to performance evaluation; work with employees to correct deficiencies; recommend corrective action
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public
- Perform related duties as assigned

**PHYSICAL, MENTAL, AND ENVIRONMENTAL WORKING CONDITIONS:**

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily office activities. The position also requires grasping, repetitive hand movement, and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near and far vision in reading correspondence, statistical data, and using the computer, and acute hearing is required when providing phone and personal service. The need to lift, drag, and push files, paper, and documents weighing up to 25 pounds also is required.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification.)*

**Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for an **Executive Assistant**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of significant, directly related, and progressive administrative



and clerical support experience of a highly confidential nature, including one year of experience in a supervisory level and an associate's degree.

**License/Certificate:**

Possession of, or ability to obtain, a valid Class C California driver's license may be required for some positions.

**KNOWLEDGE/ABILITIES/SKILLS:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

**Knowledge of:**

Modern office, administrative, and clerical policies and procedures; City codes and ordinances; complex clerical and administrative tasks; basic principles of mathematics; applicable federal, state, and local laws, codes, and regulations; methods and techniques of scheduling work assignments; modern office procedures, practices, methods, and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling, and grammar; occupational hazards and standard safety practices.

**Ability to:**

Provide complex clerical support to executive management; read, understand, and review documents for accuracy and relevant information; use applicable office terminology, forms, documents, and procedures in the course of the work; maintain complex office and confidential records and files; oversee special projects and programs; meet critical deadlines; deal successfully with the public, in person, and over the telephone; courteously respond to community issues, concerns, and needs; perform mathematical calculations quickly and accurately; interpret, explain, and apply applicable laws, codes, and regulations; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

**Skill to:**

Operate standard office equipment, including a computer and variety of word processing and software applications.

**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.

**Historical Data**

Adopted: January 4, 2010 by Resolution 10-2943

Amended by Resolution: 22-\_\_\_\_\_

Bargaining Unit: LMCEA

Pay Grade: 54

# ATTACHMENT G

## CITY OF LATHROP

### SPECIAL ASSISTANT

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities that are 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 direction, provides City departments with services related to programs and projects on a part-time basis; performs other duties as required

#### **CLASS CHARACTERISTICS:**

Incumbents are hired on a part-time, hourly basis to provide specific services that are not otherwise available to the City. Work typically consists of new program implementation for systems and procedures; providing professional expertise to existing programs; assisting in project design and implementation; providing employee assistance ~~staff development~~ services; and performing other related administrative and or consultative ~~consultative~~ services. This position may be assigned to work in any City building including City Hall and the Police Department.

This classification may be utilized to recruit applicants who are currently attending any college or university with campus placement services, programs and/or ~~or~~ academic advisors placement.

#### **ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Plans, organizes, administers, and/or coordinates the implementation of City programs and projects.
- Develops and/or implements programs and plans in accordance with department goals and objectives, policies, and procedures; evaluates program effectiveness and develops improvements as needed; directs in establishing priorities.
- Completes assignments in area of expertise as directed by City staff.
- Prepares a variety of progress and special reports related to programs and assigned projects.
- May attend offsite meetings and events.
- Performs related duties as assigned.

#### **QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification.)*

Possession of a high school diploma or GED. Required experience will be determined on the basis of duties and responsibilities assigned.

## ATTACHMENT G

### License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

**KNOWLEDGE/ABILITIES/SKILLS:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

### Knowledge of:

- Developing program and project administration, monitoring, and evaluation techniques;
- Principles, practices, and techniques of program and project administration, including monitoring and evaluation;
- Business and program specific computer use applications;
- Principles and practices of program and project management and evaluation;
- Applicable codes, regulations, and standards relating to City contract administration.

### Ability to:

- Working within established goals and time lines.;
- Applying professional skills and knowledge to organizations;
- Determining specific organizational needs regarding program and project design, implementation, administration, and management;
- Organizing work, setting priorities, establishing goals and objectives; and exercising sound independent judgment within established guidelines.
- Establishing and maintaining cooperative working relationships with those contacted in the course of the work;
- Preparing clear and concise reports, correspondence, and other written materials;
- Dealing effectively and tactfully with elected and appointed officials and the public;
- Interpreting and applying complex rules, regulations, laws, and ordinances;
- Performing independent research in the preparation of program and project proposals;
- Establishing and maintaining cooperative working relationships;
- Making persuasive oral presentations of ideas and recommendations.

### Skill to:

Operate an office computer and a variety of word processing, spreadsheet and software applications, including billing and financial systems.

### **HISTORICAL DATA**

Adopted: August 21, 2001 by Resolution: 01-1129

~~Amended by Resolution 22-May 16, 2022 by Resolution: (-22-5072)~~

Employment Status: At-will

Bargaining Unit: Unrepresented

Grade: \_\_\_\_\_

# ATTACHMENT H

## CITY OF LATHROP

### ASSISTANT/ASSOCIATE ENGINEER

*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 professional engineering work in the design, evaluation and construction of streets, traffic controls, landscaping, parks, storm drains, sewer, water and other public works projects; serves as a project manager on medium or less complex Capital Improvement Projects; reviews engineering reports, drawings, specifications and calculations for buildings, structures, streets, sewers and other public works facilities to ensure compliance with current industry practices, codes, regulations and ordinances; performs other related duties as required.

#### **DISTINGUISHING CHARACTERISTICS:**

##### **Assistant Engineer**

The **Assistant Engineer** is the journey level class in the professional civil engineering series. Under general supervision, incumbents perform a broad range of more routine assignments within an established procedural framework where there are minimal consequences of error, including a wide variety of less complex professional engineering tasks. This classification is alternatively staffed with Associate Engineer and incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class.

##### **Associate Engineer**

The **Associate Engineer** is the first licensed engineer level in the professional engineering series and is responsible for performing the more complex design, plans review and construction management of Capital Improvement Projects, and for reviewing private development projects for design conformance and accuracy. Incumbents perform complex professional engineering assignments requiring considerable knowledge of various aspects of civil engineering, including land development, planning, design standards and regulations, construction and maintenance. This classification is distinguished from the next higher classification of Principal Civil Engineer, which performs the more complex and difficult of assignments, and exercises supervisory responsibilities within the Engineering division.

#### **SUPERVISION RECEIVED/EXERCISED:**

##### **Assistant Engineer**

Receives general supervision from higher level management staff. May exercise technical and functional supervision over lower level public works and office support staff.

##### **Associate Engineer**

Receives general supervision from higher level management staff. Exercises direct and indirect supervision over lower level professional, technical and office support staff.

**ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Performs a broad range of construction project management and design activities on a variety of Capital Improvement Projects, including streets, lighting, storm drains, sewers, water, parks and landscape.
- Reviews and/or prepares plans and specifications; prepares quantity and cost estimates; assists in the development of design procedures; interprets the application of design criteria; checks plans and specifications for accuracy of design and completeness; coordinates required advertising for bids.
- Assists higher level engineers on large and complex public works construction projects and acts as a project management engineer on construction projects; coordinates Capital Improvement Projects with contractors, utility companies, other agencies and the general public.
- Interprets, plots and supervises field survey data; reviews laboratory tests of construction materials; performs field inspections; provides assistance and training to construction inspectors in the interpretation of plans and resolution of problems during construction; reviews as-built plans to ensure compliance with original plans and specifications.
- Reviews subdivision plans and site plans for conformance with City ordinances and State law; reviews private contract projects for conformance with City ordinances, policies, standards and accepted engineering practices; meets with architects, engineers and developers to provide preliminary review of development concept and design.
- Administers design and construction contracts; maintains logs and tracks bond expiration dates; prepares reports for the Finance Department as required; collects all required inspection approvals; prepares staff reports for Council; monitors progress on assigned projects to ensure compliance with time and cost schedules for completion; prepares change orders; reviews contractors estimates and prepares and reviews progress payments.
- Interprets codes and regulations in the performance of plan check activities; calculates building valuation; coordinates plan review process with other departments and agencies.
- Administers and enforces City codes and standards on engineering projects; addresses and responds to citizen concerns related to engineering problems.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

**PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:**

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, crawling, and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment, and acute hearing is required when providing phone and face-to-face service. The need to lift, carry, pull and push tools, supplies and other equipment weighing up to 25 pounds is also required. Additionally, the incumbent in this position works outdoors in all weather conditions, including wet, hot and cold.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification.)*

**Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Assistant/Associate Engineer**. A typical way of obtaining the required qualifications is to possess the equivalent of:

**Assistant Engineer**

Two years of professional engineering experience in civil engineering, traffic engineering, surveying or related areas, and a bachelor's degree in Civil Engineering or a related field. Possession of a valid certificate of registration as a Civil Engineer can be substituted for a bachelor's degree.

**Associate Engineer**

In addition to the above, one year of experience equivalent to that of an Assistant Engineer in the City of Lathrop.

**License/Certificate:**

**Assistant Engineer**

Possession of, or ability to obtain, a valid Class C California driver's license; possession of a valid certificate of registration as an Engineer-in-Training, issued by the California State Board of Registration for Civil and Professional Engineers is desirable.

**Associate Engineer**

Possession of, or ability to obtain, a valid Class C California driver's license; possession of a valid certificate of registration as a Civil Engineer issued by the California State Board of Registration for Civil and Professional Engineers.

**KNOWLEDGE/ABILITIES/SKILLS:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position. The level and scope of the knowledge and abilities listed below vary between the Assistant and Associate levels.)*

**Knowledge of:**

Modern principles and practices of Capital Improvement Project construction project management; principles, procedures, practices, and standards of municipal engineering; surveying methods and techniques; strength of materials and stress analysis; CEQA requirements; municipal engineering laws, ordinances, codes, specifications and plans; applicable federal, state and local laws, codes and regulations, including the Lathrop Municipal Code, ordinances and codes related to building construction; engineering project inspection methods; contract administration; basic principles of mathematics; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

**Ability to:**

Serve as the project manager on one or more Capital Improvement Projects; prepare accurate plans, specifications, cost estimates, change orders and engineering reports; make accurate engineering computations; analyze and evaluate design drawings and specifications; prepare and manage project budgets; negotiate with citizens, property owners, contractors and other agencies; maintain detailed project management records and documentation; learn and apply established principles and practices of municipal civil engineering; manage the work of outside consultants; administer programs involving federal, state and local grants; promote and enforce safe work practices; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

**Skill to:**

Operate an office computer and a variety of word processing, design and engineering software applications; safely and effectively operate engineering tools and equipment.

**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.

**HISTORICAL DATA**

Adopted:

Amended by Resolution 22-\_\_\_\_\_

Unit: SEIU

Pay Grade: Assistant Engineer – 64

Associate Engineer - 70



## ITEM 4.7

### **CITY MANAGER'S REPORT SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**

**ITEM:** **APPROVAL OF OUT-OF-STATE TRAVEL FOR LATHROP POLICE DEPARTMENT STAFF TO PARTICIPATE IN THE RIMSCON CONFERENCE IN OCTOBER 2022**

**RECOMMENDATION:** **Adopt Resolution Approving Out-of-State Travel for Two Lathrop Police Department Staff Members to Attend the RIMSCON 2022 Conference in South Lake Tahoe, Nevada from October 10, 2022 to October 14, 2022**

---

#### **SUMMARY:**

The City of Lathrop purchased RIMS by Sun Ridge Systems (RIMS) as the police department's Computer Aided Dispatch (CAD) software. The system assists with dispatching officers and non-sworn personnel to calls for service.

Participation in the RIMSCON 2022 Conference will provide training for the two staff members to learn the different modules, be proficient in RIMS, learn different shortcuts, and be able to train staff on how to navigate the system efficiently.

The cost for two staff members to attend the RIMSCON 2022 Conference is \$4,948. There is sufficient funds in the Capital Improvement Project (CIP) GG 21-11 to cover the cost of the training. Staff recommends City Council approve the out-of-state travel for staff to participate in RIMSCON 2022 Conference in South Lake Tahoe, Nevada from October 10, 2022 to October 14, 2022.

#### **BACKGROUND:**

At the March 22, 2021, Special Council Meeting, Council directed staff to create CIP GG 21-11, to begin the creation of the new Lathrop Police Department (LPD), and implement the transition of law enforcement services from the San Joaquin County Sheriff (County) to the City. On October 13, 2021, the City of Lathrop (Lathrop) entered into an agreement with the City of Ripon to provide Lathrop's dispatch services once law enforcement services with the County ends. As part of the agreement, Lathrop was responsible for purchasing software that will communicate and integrate with the dispatch console located at the Ripon Dispatch Center.

Lathrop purchased RIMS by Sun Ridge Systems as the police department's CAD software, which is the same CAD software that Ripon Dispatch Center utilizes. RIMS assists with dispatching officers and non-sworn personnel to calls for service. The system allows officers to create their case reports and accident reports within the software. Integrated into RIMS is the California Law Enforcement Telecommunications Systems (CLETS), which allows staff to verify Driver's license

**CITY MANAGER'S REPORT** **PAGE 2**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVAL OF OUT-OF-STATE TRAVEL FOR LATHROP POLICE DEPARTMENT**  
**STAFF TO PARTICIPATE IN THE RIMSCON CONFERENCE IN OCTOBER 2022**

statuses, vehicle statuses, probation, warrants, parole information, and other pertinent information that staff and officers may need immediate access to.

Additionally, other modules in RIMS allow our Records personnel to store all agency subpoenas, citations, and offender information. RIMS also has the ability to electronically transfer mandated data that is needed by the Department of Justice through the software.

RIMSCON 2022 Conference will provide valuable training and networking opportunities for our staff. Staff in attendance will be able to learn the different modules and functions in RIMS, and gain the knowledge to train staff on how to navigate through the system efficiently. Participating in the conference allows staff to provide feedback on software issues and what can be improved, work with their peers and the subject matter experts that are present to find resolutions, and to know ahead what changes or updates may be coming within the software.

**REASON FOR RECOMMENDATION:**

RIMSCON 2022 Conference will provide the training our staff needs to be proficient in the software. Staff requests that the City Council adopt resolution approving the out-of-state travel for two Lathrop Police Department staff members to attend the RIMSCON 2022 Conference being held in South Lake Tahoe, Nevada from October 10, 2022 to October 14, 2022.

**FISCAL IMPACT:**

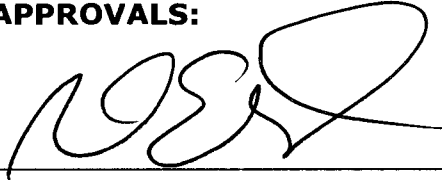
The RIMS software is part of the City's Capital Improvement Project GG 21-11 to transition law enforcement services from the Sheriff's Department to our own police force. The cost for the training for two LPD staff members to attend the conference is \$4,948. There is sufficient funds in the project for the training for the software, and there will be no fiscal impact to the City.

**ATTACHMENTS:**

- A. Resolution Approving Out-of-State Travel for Two Lathrop Police Department staff members to Attend the RIMSCON 2022 Conference in South Lake Tahoe, Nevada from October 10, 2022 to October 14, 2022
- B. RIMSCON 2022 Conference Schedule

**CITY MANAGER'S REPORT**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVAL OF OUT-OF-STATE TRAVEL FOR LATHROP POLICE DEPARTMENT**  
**STAFF TO PARTICIPATE IN THE RIMSCON CONFERENCE IN OCTOBER 2022**

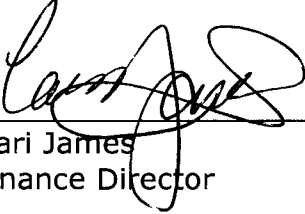
**APPROVALS:**



Raymond Bechler  
Chief of Police

8/30/22

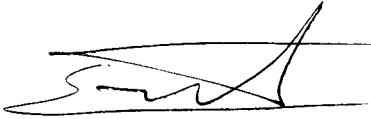
Date



Cari James  
Finance Director

9/6/2022

Date



Salvador Navarrete  
City Attorney

9-1-2022

Date



Stephen J. Salvatore  
City Manager

9.6.22

Date

**RESOLUTION NO. 22 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING OUT-OF-STATE TRAVEL FOR LATHROP POLICE DEPARTMENT STAFF TO PARTICIPATE IN THE RIMSCON 2022 CONFERENCE IN SOUTH LAKE TAHOE, NEVADA FROM OCTOBER 10, 2022 TO OCTOBER 14, 2022**

**WHEREAS**, at the March 22, 2021, Special Council Meeting, Council directed staff to create CIP GG 21-11, to begin the creation of the new Lathrop Police Department (LPD), and implement the transition of law enforcement services from the San Joaquin County Sheriff (County) to the City; and

**WHEREAS**, on October 13, 2021, the City of Lathrop (Lathrop) entered into an agreement with the City of Ripon to provide Lathrop's dispatch services once law enforcement services with the County ends; and

**WHEREAS**, as part of the agreement, Lathrop was responsible for purchasing software that will communicate and integrate with the dispatch console located at the Ripon Dispatch Center; and

**WHEREAS**, Lathrop purchased RIMS by Sun Ridge Systems as the police department's CAD software; and

**WHEREAS**, RIMS assists with dispatching officers and non-sworn personnel to calls for service. The system allows officers to create their case reports and accident reports within the software. Integrated into RIMS is the California Law Enforcement Telecommunications Systems (CLETS), which allows staff to verify Driver's license statuses, vehicle statuses, probation, warrants, parole information, and other pertinent information that staff and officers may need immediate access to; and

**WHEREAS**, other modules in RIMS allows our Records personnel to store all agency subpoenas, citations, and offender information. RIMS also has the ability to electronically transfer mandated data that is needed by the Department of Justice through the software; and

**WHEREAS**, RIMSCON 2022 Conference will provide valuable training and networking opportunities for our staff. They will be able to learn the different modules and functions in RIMS, and gain the knowledge to train staff on how to navigate through the system efficiently; and

**WHEREAS**, the cost for the training for two LPD staff members to attend the conference is \$4,948, and there is sufficient funds in CIP GG 21-11 and there will be no fiscal impact to the City.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the out-of-state travel for two Lathrop Police Department Staff to attend the RIMSCON 2022 Conference in South Lake Tahoe, Nevada from October 10, 2022 through October 14, 2022.

The foregoing resolution was passed and adopted this 12<sup>th</sup> day of September 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

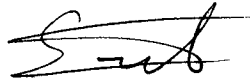
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

**RIMSCON 2022  
25<sup>th</sup> Annual  
Monday Conference Agenda**

**Monday, October 10<sup>th</sup> – Training Sessions**

|         |                        |
|---------|------------------------|
| 7:30 am | Registration Desk Open |
|---------|------------------------|

| Time                               | Session                         | Description   | Capacity | Instructor (s)                         |
|------------------------------------|---------------------------------|---|----------|--|
| 8:00 am to 8:45 am<br>(45 Minutes) | CAD Custom Screen Configuration | Do you want to customize RIMS but setting up your screen in custom configuration seems a little daunting? This class will show you how to customize the look of your screen as well as create new status & incident displays.   | 65       | Michelle Edwards                       |
|                                    | Installing and Managing iRIMS   | Participants will learn how to install, configure, and manage the iRIMS app on both IOS and Android devices.  | 65       | Sean Rall<br>Dave Lott<br>Abhinav Yata |
|                                    | Monitoring Your SQL Database    | If you work in IT, you certainly don't like getting that 4AM phone call that the system is down. There are tools available in SQL that can help monitor the health of your RIMS databases. Come find out how you can monitor database and log backups, look at SQL performance, backup strategies, and email notifications. | 32       | Bob Perkins<br>Sara Jiang              |

| Time                                      | Session   | Description  | Capacity | Instructor (s)                                  |
|---|---|--|----------|---|
| 8:00 am to 9:30 am<br>(1 Hour 30 Minutes) | Search - Beginner to Advanced<br>(Session 1)                      | This class will teach you how to best utilize RIMS Reports and RIMS Search for statistical purposes and data mining. You will also learn how to create custom reports that you can save for later use after applying specific parameters and filters.            | 75       | Betsy McNutt                                    |
| 8:00 am to 9:45 am<br>(1 Hour 45 Minutes) | What's New in RIMS 29<br>(Session 1)                              | Come to this class to learn the new features that were released in V29 of RIMS. This class will cover selected enhancements, training on the new functionality, and discussion as to how to enable and setup some of these features to best benefit your Agency. | 75       | Juleann Hunt-Osburn                             |
|   | CIBRS Report Writing<br>(Session 1)                               | A report writing refresher including discussion on CIBRS fields and what they mean. We look at the most common CIBRS errors during report writing and how to fix them.   | 75       | Jenn Gilmore<br>Ruby Stewart<br>Linda Gutierrez |
|   | Understanding Address<br>Geocoding for RIMSMap and<br>CitizenRIMS | In this session you will learn how RIMS obtains Latitude and Longitude coordinates for addresses and how those are plotted in RIMSMap and CitizenRIMS. This will ultimately answer: Why did it plot there?   | 32       | John Boren                                      |
| 9:00 am to 9:45 am<br>(45 Minutes)        | Case Investigations and Follow<br>Ups                             | This class covers tools that assist Investigators in RIMS. This includes Case and Officer Investigation Log, Follow Up Log, Searches, Audit Trails, Case searches and Person history searches. New features to RIMS 29 are discussed.                            | 65       | Bryan Morehouse                                 |
| Time                                      | Session   | Description  | Capacity | Instructor (s)                                  |

|                                      |                                   |   |                 |  |
|--------------------------------------|-----------------------------------|---|-----------------|--|
| 9:00 am to 9:45 am<br>(45 Minutes)   | IT Open Forum Q&A                 | What causes a service to fail? How soon after an update or upgrade is released should it be applied? What is the difference between the client updates verses updates only listed in App Updater? Where does IT support end and RIMS support begin? These and many more questions will be answered during this class.   | 65              | Lynette Monette<br>Bob Perkins<br>Sara Jiang<br>Sean Rall<br>Dave Lott<br>Abhinav Yata |
|                                      | Citizen RIMS Configuration        | Participants will learn how to configure CitizenRIMS for their agency. The training is appropriate for agencies interested in CitizenRIMS, agencies just starting or agencies that have already configured CitizenRIMS but would like a refresher of existing and new features.   | 65              | Sean Rall<br>Dave Lott   |
| 10:00 am to 10:45 am<br>(45 Minutes) | Troubleshooting for Non-IT Admins | Are you in charge of maintaining RIMS, but not an IT person? Come to this class on how to troubleshoot issues with RIMS applications. You will learn how to help us diagnose issues with RIMS applications and how best to report that information to us.   | 75              | Colleen Meyers   |
|                                      | Server Moves/Upgrades for IT      | Learn how to move your existing RIMS installation from one server to another. We will cover single and multi-agency databases, testing server moves to identify issues, and calculating the time to move servers. Strategies to reduce the time to move databases, issues with other data-sharing products (CopLink, etc.). How to move RICO Web Services and Application Server products to a new server. We will also cover annual upgrade processes and updates. Windows Server and SQL Server knowledge is helpful for this course. | 32              | Bob Perkins<br>Lynette Monette<br>Sara Jiang   |
| <b>Time</b>                          | <b>Session</b>                    | <b>Description</b>  | <b>Capacity</b> | <b>Instructor (s)</b>  |



|   |   |   |    |                                 |
|---|---|---|----|---------------------------------|
|   | RIMSMAP Training using Google Maps & adding your own KML Layers | New to RIMSMAP and want to know the basics? Join as we cover the features like Units and Incident plotting, GPS Unit updates, viewing Incidents, and other RMS information. We also discuss Incident and Command Line integration, and more using Google Maps!  | 75 | Charles Ellebrecht              |
| 10:00 am to 11:45 am<br>(1 Hour 45 Minutes) | NIBRS Report Writing  | This course will highlight the five main areas NIBRS relates to report writing. The course will also address common errors and how to use RIMS Reports when compiling NIBRS monthly reports for submission.   | 75 | Bryan Morehouse<br>Jenn Gilmore |
|   | Fire Dispatch – Unit Rotation                                   | RIMS 29 has added the ability to pre-define different options for the rotation of both Fire/EMS and/or Police/Law units as it pertains to Unit recommendation.  | 65 | Michelle Edwards<br>John Boren  |
| 11:00 am to 11:45 am<br>(45 Minutes)        | RIMS2Text Paging for Police and Fire                            | This course is designed to introduce law enforcement and Fire/EMS RIMS users to the RIMS2Text application available through RIMS CAD and RMS. This course includes an overview of the application, Records integration, configuration requirements/options, setting up Users, Groups, and Incidents, and how to configure Custom Texting. | 32 | Juleann Hunt-Osburn             |
|   | RIMS Reports (Session 1)  | An in-depth look at the predefined reports in RIMS Reports. We will also discuss the differences between RIMS Reports statistics and how that can vary from a RIMS search.  | 75 | Betsy McNutt                    |
| 12:00 pm to 1:00 pm<br>(1 Hour)             | Lunch on Your Own   |   |    |                                 |

| Time                                     | Session  | Description  | Capacity | Instructor (s)                              |
|--|--|--|----------|---|
|  | Administering Server Apps Services, RICO, and more | In this IT session, you will learn the various applications and services that run on both the SQL and the App Servers. This will include RICO Web Services using IIS. If you are still running our application as an App, rather than a service, come learn how you can set these to run as a service! | 32       | Bob Perkins<br>Lynette Monette<br>Dave Lott |
| 1:00 pm to 1:45 pm<br>(45 Minutes)       | Asset Management                                   | Tracking assets made easy. Is your agency still tracking your departments equipment on paper? If so, come to this class to see how RIMS Asset Management can help you track these items from the day of purchase to the day of disposal.   | 65       | Michelle Edwards                            |
|  | Maintaining Street and Premise Files               | An in-depth review of how to maintain your Street Geo File, Geo Locations Table, and Premise File. Discussion will feature available within the Premise File and how to utilize them within RIMS and RIMSMap.  | 75       | Jenn Gilmore                                |
| 1:00 pm to 2:30pm<br>(1 Hour 30 Minutes) | iRIMS 6 - Law and Fire/EMS                         | Participants will learn about all the features of the iRIMS App for iOS and Android for Law and Fire. Topics include Dispatch, Messaging, Incidents, People, Locations, and Premise information.   | 75       | Sean Rall<br>Betsy McNutt                   |
|  | Teaching to the Ages                               | This course highlights and discusses the challenges of teaching to the learning styles and differences of each generation in an organization, and how to employ methods to bridge these gaps.  | 65       | Bryan Morehouse                             |

| Time                                      | Session  | Description  | Capacity | Instructor (s)            |
|---|--|--|----------|---------------------------|
| 1:00 pm to 2:45 pm<br>(1 Hour 45 Minutes) | What's New in RIMS 29 (Session 2)                                | Come to this class to learn the new features that were released in V29 of RIMS. This class will cover selected enhancements, training on the new functionality, and discussion as to how to enable and setup some of these features to best benefit your Agency. This course is a repeat of Session 1. | 75       | Juleann Hunt-Osburn       |
| 2:00 pm to 2:45 pm<br>(45 Minutes)        | Crime Analysis - RIMSMap using ESRI (ArcMap)                     | Training will cover the use of RIMSMap using ESRI's ArcGIS solution. Training will include how to create pin maps, search an area on the map and then search RIMS data, create heat maps and hot spot analysis of searched data, cluster analysis, and how to use Mobile GPS data for Crime Analysis.  | 65       | John Boren                |
| 3:00 pm to 3:45 pm<br>(45 Minutes)        | Mobile Computer Controller and Client Configuration              | A review of the many built-in features in the Mobile Computer Controller software (MCC) including the numerous Mobile Client settings.   | 75       | Lynette Monette           |
| 3:00 pm to 3:45 pm<br>(45 Minutes)        | Security Set-up and Maintenance (Session 1)                      | Is RIMS Security still a bit of a mystery to your Agency? We will review the requirements and elements that contribute to a full security profile in RIMS.   | 75       | Juleann Hunt-Osburn       |
| 3:00 pm to 4:45 pm<br>(1 Hour 45 Minutes) | RIMS Database Structure for External Reporting                   | Understanding the RIMS database structure is vital for users who want to utilize their own reporting tools like Crystal Reports or Microsoft Access, as well for those users looking to build their own interfaces to the RIMS database.   | 65       | Bob Perkins<br>Sara Jiang |
| 3:00 pm to 4:45 pm<br>(1 Hour 45 Minutes) | Stop Data in RIMS, iRIMS & Mobile to include Stop Data Wish List | This session is an open forum on the use of Stop Data. Bring your questions and your wishes for the next version.  | 75       | John Boren<br>Sean Rall   |

| Time                                      | Session   | Description   | Capacity | Instructor (s)   |
|---|---|---|----------|--|
|   | NCIC/CLETS/RIMS Form Manager                            | Learn how to run and use powerful features in RIMS to easily read and manage responses. Learn many features including cloning screens, keyboard shortcuts, doing electronic review, saving responses as a PDF to a case, and many more. You will also learn how to use RIMS Form Manager to its full capability.  | 75       | Colleen Meyers<br>Jenn Gilmore                         |
| 3:00 pm to 4:45 pm<br>(1 Hour 45 Minutes) | Fire CAD – Unit Recommendation, GPS & CAD Configuration | Fire and EMS integration into RIMS CAD is vital. This course discusses the options available to Fire/EMS agencies and their communications centers using RIMS. Topics include Fire/EMS CAD feature overview, Unit Recommendation, Station Cards, Incident Configuration, AVL (Automated Vehicle Location), Geocoding, Premise Locations, Fire CAD Options, and Station Monitor. | 32       | Michelle Edwards<br>Bryan Morehouse<br>Lynette Monette |
|   | Crime Analysis - RIMSMap using Google                   | Training will cover the use of RIMSMap with Google Mapping. Training will include how to create pin maps, search an area of the map and then search RIMS data, create heat maps, and how to use Mobile GPS data for Crime Analysis.   | 65       | Charles Ellebrecht                                     |
| 4:00 pm – 4:45 pm<br>(45 Minutes)         | System Admin-Non-IT Keeping RIMS Up to date (Session 1) | Come learn what your system administrators need to know: Data Validation, Configuration, Agency Files, updating RIMS, checking security for users and workstations.   | 75       | Betsy McNutt   |

## Tuesday, October 11<sup>th</sup> – Training Sessions

|         |                        |
|---------|------------------------|
| 7:30 am | Registration Desk Open |
|---------|------------------------|

| Time                               | Session   | Description   | Capacity | Instructor (s)            |
|------------------------------------|---|---|----------|---------------------------|
| 8:00 am to 8:45 am<br>(45 Minutes) | Law CAD – Unit Recommendation & CAD Configuration | This course discusses the options available to Law agencies and their communications centers using RIMS. Topics include Law CAD feature overview, Unit Recommendation, Geo File, Police Plans and Beats, Response Types, Incident Type Configuration, Premise Locations, and CAD Options.   | 75       | Juleann Hunt-Osburn       |
|                                    | Tips and Trick – Getting the Most out of RIMS     | This course is designed to provide users with tips and tricks to get the most out of RIMS. We will dive into fast and effective ways to search and obtain information from RIMS as well as additional tips and tricks to make to get the most out of RIMS.  | 75       | Charles Ellebrecht        |
|                                    | SQL Failover Strategies                           | Having a server down for even a short amount of time can be devastating. This course illustrates configuring different strategies and solutions. We will discuss, in detail, how RIMS integrates with Microsoft's SQL Mirroring solution. Other solutions discussed will include SQL High-Availability, failing over to Microsoft Azure, hardware failover servers like Stratus, backup strategies, and virtual server snapshots. | 65       | Bob Perkins<br>Sara Jiang |

| Time                                       | Session   | Description   | Capacity | Instructor (s)                         |
|--|---|---|----------|--|
| 8:00 am to 9:30 am<br>(1 Hour 30 Minutes)  | Search - Beginner to Advanced<br>(Session 2)                            | This class will teach you how to best utilize RIMS Reports and RIMS Search for statistical purposes and data mining. You will also learn how to create custom reports that you can save for later use after applying specific parameters and filters.<br><br>This is a repeat of Session 1.               | 75       | Betsy McNutt                           |
| 8:00 am to 9:45 am<br>(1 Hour 45 Minutes)  | Mobile RIMS and Officer Field Reporting Refresher Training              | A review of the most popular features in Mobile RIMS along with the latest in Officer Field Reporting.  | 65       | Jenn Gilmore<br>Lynette Monette        |
| 9:00 am to 9:45 am<br>(45 Minutes)         | California 555 Collision Refresher, CHP Transfer and Trancite Sketching | Are you and your officers still having issues or questions about the proper way to fill out a CA 555 Collision Report in RIMS? New CHP 555 fields will be discussed. Bring your questions to a refresher of the report entry into RIMS.   | 75       | Juleann Hunt-Osburn                    |
| 9:00 am to 10:45 am<br>(1 Hour 45 Minutes) | iRIMS/Mobiles and Stop Data in RIMS Wish List<br><br>TIMS Training      | A review of the new features of iRIMS 6 and Mobile RIMS followed by a discussion of wishes for the next version, including Stop Data wishes.<br><br>An in-depth look at TIMS. How to add classes, assign classes, create and track policy training, review compliance reports, and POST training reports. | 75       | Sean Rall<br>Dave Lott<br>Abhinav Yata |
|  |   |   | 65       | Scott Wehrly<br>Michelle Edwards       |

|   |   |   |    |  |
|---|---|---|----|--|
| 10:00 am to 10:45 am<br>(45 Minutes)        | Database Backups and<br>Cleaning out old Databases<br>/ Trace Files | While we continue to stress the importance of database backups, we still find agencies without current backups. Learn about different types of backups and how to determine if they are current. We will also discuss removing databases that were used during conversions, along with removing old trace files from our application folders to free up disk space. | 65 | Bob Perkins<br>Sara Jiang                          |
| <b>Session</b>                              |   | <b>Description</b>  |    |  |
| <b>Time</b>                                 |   | <b>Capacity</b>   |    |  |
| 10:00 am to 11:30 am<br>(1 Hour 30 Minutes) | Surviving and Thriving in<br>Chaos                                  | This course is specifically designed with the public safety professional in mind. Surviving and Thriving in Chaos identifies the stressors associated with law enforcement and public safety work in today's dangerous and dynamic environment, and how to emotionally survive them.  | 75 | Bryan Morehouse                                    |
| 10:00 am to 11:45 am<br>(1 Hour 45 Minutes) | InCustody -Tips Tricks and<br>Best Practices                        | This course is designed to provide user with the skill set needed to pull data from the system by using Jail Searches and Reports. Additionally, users will gain knowledge of commonly reported issues to Support, as well as understanding how to effectively use various InCustody features.  | 32 | Linda Gutierrez<br>Colleen Meyers                  |
|   | CIBRS Report Writing<br>(Session 2)                                 | A report writing refresher including discussion on CIBRS fields and what they mean. We look at the most common CIBRS errors during report writing and how to fix them. This session is a repeat of Session 1.   | 75 | Jenn Gilmore<br>Ruby Stewart<br>Charles Ellebrecht |
|   | TIMS Wish List  | A review of the new features of TIMS, followed by a discussion of wishes for the next version.  | 65 | Scott Wehrly<br>Michelle Edwards                   |
| 11:00 am to 11:45 am                        | Citizen RIMS Wish List  | A review of the new features of CitizenRIMS, followed by a discussion of wishes for the next version.   | 75 | John Boren<br>Sean Rall                            |

|                                       |   |   |                 |  |
|---------------------------------------|---|---|-----------------|--|
|                                       | Security Set-Up and Maintenance (Session 2)                 | Is RIMS Security still a bit of a mystery to your Agency? We will review the requirements and elements that contribute to a full security profile in RIMS. This session is a repeat of Session 1.                 | 65              | Juleann Hunt-Osburn                                    |
| 12:00 pm to 13:00 pm (1 Hour)         | Lunch on Your Own   |   |                 |  |
| 1:00 pm to 1:45 pm (45 Minutes)       | System Admin (Non IT) - Keeping RIMS Up-to-Date (Session 2) | Learn what your system administrators need to know: Data Validation, Configuration, Agency Files, updating RIMS, checking security for users and workstations, and more. This session is a repeat of Session 1.   | 75              | Betsy McNutt   |
|                                       | <b>Session</b>  | <b>Description</b>  | <b>Capacity</b> | <b>Instructor (s)</b>                                  |
| 1:00 pm to 1:45 pm (45 Minutes)       | Setting up RIMS Applications on New PCs / Terminal Server   | Training will cover installing RIMS on new and replacement PCs, including installing RIMS applications on a terminal server (e.g., Terminal Services, Citrix, etc.)   | 75              | Bob Perkins<br>Lynette Monette<br>Sara Jiang           |
|                                       | CLERY Set-up and Maintenance                                | A detailed step-by-step of all the data requirements to support CLERY reporting from RIMS.  | 32              | Juleann Hunt-Osburn                                    |
| 1:00 pm – 2:45 pm (1 Hour 45 Minutes) | PropRoom Training   | An in-depth look at Property Room. Training will cover the features of utilizing the PropRoom scanner and the new features in Version 16.   | 65              | Scott Werhly<br>Michelle Edwards<br>Charles Ellebrecht |
|                                       | CIBRS/NIBRS - Frequent Errors Explained                     | During this class, we will go over some of the frequently asked questions for CIBRS/NIBRS scenarios and errors.   | 65              | Linda Gutierrez<br>Colleen Meyers                      |
| 2:00 pm to 2:45 pm (45 Minutes)       | RIMS Reports (Session 2)                                    | An in-depth look at the predefined reports in RIMS Reports. We will also discuss the differences between RIMS Reports statistics and how that can vary from a RIMS search. This session is a repeat of Session 1. | 75              | Betsy McNutt   |



|   | RIMMap Wish List                                | 75       | John Boren   |
|---|---|----------|--|
| Time                                      | Session   | Capacity | Instructor (s)   |
| 3:00 pm to 3:45 pm<br>(45 Minutes)        | Introduction to RIMS Learning Management System | 75       | Bryan Morehouse  |
|   | CAD for Non-Dispatchers                         | 32       | Betsy McNutt   |
|   | Making the Most of CAD Incidents                | 75       | Jenn Gilmore   |
| 3:00 pm to 4:45 pm<br>(1 Hour 45 Minutes) | InCustody Wish List and What's New              | 65       | Linda Gutierrez<br>Colleen Meyers                      |
|   | Collaborate Discussion & Wish List              | 75       | John Boren   |
|   | PropRoom Wish List                              | 65       | Scott Werhly<br>Michelle Edwards<br>Charles Ellebrecht |

|                                    |  |  |    |                                 |
|------------------------------------|--|--|----|---------------------------------|
| 4:00 pm to 4:45 pm<br>(45 Minutes) | Products and Interfaces<br>See What We Offer | Okay, yes, this is our only Sales Presentation and yes, it's a free class. Come learn the variety of products and interfaces that Sun Ridge Systems offers. There are even features that you may not have enabled that you can use at no cost! | 75 | Betsy McNutt<br>Bryan Morehouse |
|------------------------------------|--|--|----|---------------------------------|

**Tuesday, October 12 Evening Event**

|         |  |  |  |  |
|---------|--|--|--|--|
| 6:00 pm | Tuesday Evening Welcome Reception w/ Cash Bar – South Shore Room on the Casino Level near the Harrah's Food Court. |  |  |  |
|---------|--|--|--|--|

## RIMSCON 2022 25<sup>th</sup> Annual Main Conference Agenda

| <b>Tuesday, October 11</b> |  |
|----------------------------|--|
| 6:00 pm                    | Tuesday Evening Welcome Reception w/ Cash Bar – South Shore Room on the Casino Level near the Harrah's Food Court. |

| <b>Wednesday, October 12</b> |   |
|------------------------------|---|
| 7:30 am                      | Registration Desk Open  |
| 8:30 am                      | Introduction and Opening Remarks  |
| 9:00 am                      | The New RIMS: Version 30  |
| 10:00 am                     | Break   |
| 10:20 am                     | RIMS Version 30 (Continued)   |
| 11:15 am                     | Vendor Presentation   |
| 12:00 pm                     | Lunch provided by Sun Ridge Systems   |
| 1:15 pm                      | RIMS Wish List Session  |
| 2:00 pm to 5:30 pm           | Vendor Area Open (Tahoe A)  |
| 2:30 pm                      | Break (Ice Cream Social)  |
| 3:00 pm to 5:00 pm           | RIMS Wish List Session (Continued)  |
| 5:30 pm                      | Reception – Appetizers and Cash Bar (South Shore Room on the Casino Level near the Harrah's Food Court.)                    |
| 6:30 pm to 9:00 pm           | Wednesday Evening Dinner (Hosted by Sun Ridge Systems – South Shore Room on the Casino Level near the Harrah's Food Court.) |

## Thursday, October 13

| 7:30 am            | Registration Desk Open                           |  |          |  |  |
|--------------------|--|--|----------|--|--|
| 8:30 am            | RIMS Future Roadmap (Tony,John,Sean)             |  |          |  |  |
| 10:00 am           | Break  |  |          |  |  |
| 10:20 am           | RIMS Discussion Items (Betsy and John)           |  |          |  |  |
| 10:45 am           | APBnet (Critical Reach) Interface (Daryl Jones)  |  |          |  |  |
| 11:30 am           | UCR to California NIBRS (CIBRS) Migration (Ruby) |  |          |  |  |
| 12:00 pm           | Lunch provided by Sun Ridge Systems              |  |          |  |  |
| 1:15 pm            | Breakout Sessions                                |  |          |  |  |
| Time               | Session  | Description  | Capacity | Instructor/s   |  |
| 1:15 pm to 2:15 pm | Bay Area Group Session                           | Bring your discussion items to this breakout session for all agencies located near the San Francisco Bay area.                                   | 75       | Betsy McNutt<br>Sean Rall<br>Scott Wehrly              |  |
|                    | Central Valley/Southern California               | Bring your discussion items to this breakout session for all agencies located south of Sacramento in the Central Valley and Southern California. | 75       | Colleen Meyers<br>Dave Lott                            |  |
|                    | IT Professionals                                 | Bring your discussion items to this IT professionals breakout session.   | 39       | Bob Perkins<br>Lynette Monette<br>Sara Jiang           |  |
|                    | Northern California Agencies                     | Bring your discussion items to this breakout session for all agencies located in the Sacramento area to the northern coast.                      | 75       | Michelle Edwards<br>Jenn Gilmore<br>Charles Ellebrecht |  |

| Time               | Session  | Description  | Capacity | Instructor/s                          |
|--------------------|--|--|----------|---------------------------------------|
| 1:15 pm to 2:15 pm | Outside California Agencies  | Bring your discussion items to this breakout session for all agencies located outside California.                                      | 39       | Linda Gutierrez<br>Bryan Morehouse    |
|                    | School, College, and Universities  | Bring your discussion items to this breakout session for all educational agencies including, school, college, and university campuses. | 65       | Juleann Hunt-Osburn<br>Tamera Melrose |
|                    | Sierra Nevada  | Bring your discussion items to this breakout session for all agencies located in the northern, central, and southern Sierra Nevada.    | 32       | Tony Richards<br>Abhinav Yata         |
| 2:15 pm to 3:00 pm | NIBRS/CIBRS Open Discussion (Ruby Stewart, Linda Gutierrez, Colleen Meyers, Bryan Morehouse, Betsy McNutt) |  |          |                                       |
| 2:15 pm to 3:00 pm | Fire/EMS Agencies Breakout (Michelle Edwards and Jenn Gilmore)   |  |          |                                       |
| 2:15 pm to 3:00 pm | Meet informally with SRS Staff Members   |  |          |                                       |

**Friday, October 14**

|          |   |  |  |  |
|----------|---|--|--|--|
| 7:30 am  | Registration Desk Open                                    |  |  |  |
| 8:30 am  | What's New in iRIMS and Mobile RIMS (Sean, Dave, Abhinav) |  |  |  |
| 9:00 am  | PropRoom 16 (Scott)                                       |  |  |  |
| 9:20 am  | Other Product Updates (Bryan and John)                    |  |  |  |
| 10:00 am | Break   |  |  |  |
| 10:20 am | RIMS Discussion Items (Tony)                              |  |  |  |
| 11:00 am | Closing Remarks   |  |  |  |

(Rev. 7/23/22)

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## ITEM 4.8

### **CITY MANAGER'S REPORT SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**

**ITEM:** **APPROVAL OF CHANGE ORDER NO. 2 WITH NEXTGEN ALPHA UPFITTING FOR THE PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT FOR RETROFITTING OF EXISTING POLICE DEPARTMENT FLEET**

**RECOMMENDATION:** **Adopt Resolution Approving Change Order No. 2 with NextGen Alpha Upfitting for the Purchase and Installation of Police Vehicle Equipment for Retrofitting of Existing Police Department Fleet**

---

#### **SUMMARY:**

On June 29, 2022, the City of Lathrop Police Department (LPD) took over law enforcement services from the Sheriff's Office. The Sheriff's Office gradually began returning the Lathrop Police Services (LPS) vehicles back to the City. Staff reviewed and inventoried the vehicles that were returned and identified four additional vehicles that would remain in the Lathrop Police Department's fleet. The vehicles are two Chevy Tahoes that will be retrofitted as Watch Commander vehicles, a third Chevy Tahoe that will be used as our third K-9 vehicle, and a Ford Fusion that will be used as our Community Resource Officer vehicle. The City has contracted with NextGen Alpha Outfitting (NextGen) to outfit all of the City's new and existing police vehicles. As NextGen received each vehicle to retrofit, they identified additional equipment and components for the nine LPS vehicles that were not in the original approved contract.

The cost to retrofit the four additional vehicles and the additional equipment for the nine LPS vehicles is estimated at \$123,676. There are sufficient funds in Capital Improvement Project GG 21-11 to cover the cost of the contract. Staff recommends that City Council approve Change Order No. 2 with NextGen Alpha Upfitting for the purchase and installation of police vehicle equipment for retrofitting of existing police department fleet.

#### **BACKGROUND:**

At the March 22, 2021, Special City Council Meeting, Council directed staff to create Capital Improvement Project (CIP) GG 21-11 to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City. Council approved the purchase of new police vehicles and entered into a contract with NextGen Alpha Upfitting to upfit our new police vehicle fleet. On May 16, 2022, Council approved Contract Change Order No. 1 with NextGen Alpha Upfitting to retrofit nine LPS vehicles, two Motorcycles, and two Animal Control vehicles.

**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING  
CHANGE ORDER NO. 2 WITH NEXTGEN ALPHA UPFITTING FOR THE  
PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT FOR  
RETROFITTING OF EXISTING POLICE DEPARTMENT FLEET**

On June 29, 2022, the City of Lathrop Police Department took over law enforcement services from the Sheriff’s Office, and the Sheriff’s Office gradually began returning the LPS vehicles to the City. As NextGen received each vehicle to retrofit, they identified additional equipment and components for the nine LPS vehicles that were not in the original approved Change Order No. 1.

The Lathrop Police Department has been in operation for over two months and there have been staff changes within the department and two new police officer positions added. Staff has reviewed and inventoried the returned vehicles, and has identified four additional vehicles that will remain in LPD’s fleet. The vehicles are two Chevy Tahoes that will be retrofitted as Watch Commander vehicles, a third Chevy Tahoe that will be used for our third K-9 vehicle, and a Ford Fusion that will be used as our Community Resource Officer vehicle.

The table below shows the price change from Change Order No.1 and the requested additional cost for the four vehicles that are requested for approval for Change Order No. 2.

|  | Change Order No.1 |                         | Change Order No.2    |                      | Additional Cost     |
|--|-------------------|-------------------------|----------------------|----------------------|---------------------|
|  | NextGen Est. No   | NextGen Contract Amount | NextGen New Est. No. | NextGen New Est. No. |                     |
| Tahoe CSO                                | 22106             | \$15,241.66             | 22230                | \$18,089.52          | \$2,847.86          |
| Tahoe CSO                                | 22106             | \$15,241.66             | 22230                | \$18,089.52          | \$2,847.86          |
| Tahoe CSO                                | 22106             | \$15,241.66             | 22230                | \$18,089.52          | \$2,847.86          |
| Tahoe CSO                                | 22106             | \$15,241.66             | 22228                | \$17,770.60          | \$2,528.94          |
| F-150 CSO                                | 22107             | \$14,756.09             | 22222                | \$17,745.54          | \$2,989.45          |
| F-150 CSO                                | 22107             | \$14,756.09             | 22220                | \$15,781.87          | \$1,025.78          |
| Tahoe K-9                                | 22104             | \$25,014.20             | 22231                | \$26,936.63          | \$1,922.43          |
| Tahoe K-9                                | 22104             | \$25,014.20             | 22231                | \$26,936.63          | \$1,922.43          |
| Ford Utility K-9                         | 22082             | \$20,297.02             | 22221                | \$22,187.02          | \$1,890.00          |
| Watch Commander                          |                   |                         | 22229                | \$29,841.36          | \$29,841.36         |
| Watch Commander                          |                   |                         | 22229                | \$29,841.36          | \$29,841.36         |
| CRO Vehicle                              |                   |                         | 22223                | \$16,233.21          | \$16,233.21         |
| Tahoe K-9                                |                   |                         | 22231                | \$26,936.63          | \$26,936.63         |
| <b>Total Cost for Change Order No. 2</b> |                   |                         |                      |                      | <b>\$123,675.17</b> |



**CITY MANAGER'S REPORT** **PAGE 3**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**CHANGE ORDER NO. 2 WITH NEXTGEN ALPHA UPFITTING FOR THE**  
**PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT FOR**  
**RETROFITTING OF EXISTING POLICE DEPARTMENT FLEET**

**REASON FOR RECOMMENDATION:**

Due to staff changes and two new officer positions added, staff has identified the need for four additional vehicles to be added to LPD's fleet that will need to be retrofitted to meet the approved specifications of the new Lathrop Police Department. It was also identified that additional equipment is needed for the nine other LPS vehicles already being retrofitted by NextGen that was not in the original contract.

The cost for the four new vehicles and the additional equipment for the vehicles is estimated at \$123,676. There are sufficient funds in CIP GG 21-11 to cover the cost of the contract. Staff recommends that City Council approve Change Order No. 2 with NextGen Alpha Upfitting for the purchase and installation of police vehicle equipment for retrofitting of existing police department fleet.

**FISCAL IMPACT:**

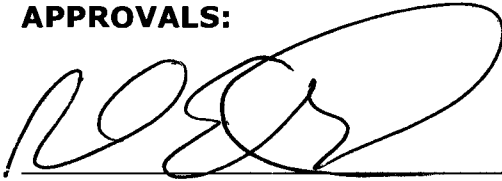
There is sufficient funds in CIP GG 21-11 to cover the cost of this contract. There is no fiscal impact to the City.

**ATTACHMENTS:**

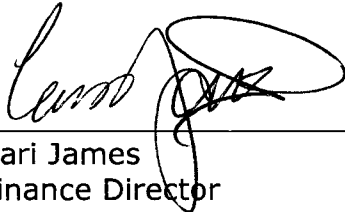
- A. Resolution Approving Change Order No. 2 with NextGen Alpha Upfitting for the Purchase and Installation of Police Vehicle Equipment for Retrofitting of Existing Police Department Fleet
- B. Change Order No. 2 with NextGen Alpha Upfitting for the Purchase and Installation of Police Vehicle Equipment for Retrofitting of Existing Police Department Fleet

**CITY MANAGER'S REPORT** **PAGE 3**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**CHANGE ORDER NO. 2 WITH NEXTGEN ALPHA UPFITTING FOR THE**  
**PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT FOR**  
**RETROFITTING OF EXISTING POLICE DEPARTMENT FLEET**


**APPROVALS:**

  
\_\_\_\_\_  
Raymond Bechler  
Chief of Police

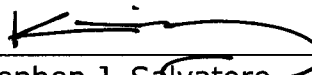
9/1/22  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

9/6/2022  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

9-1-2022  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.7.2022  
Date

**RESOLUTION NO. 22 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING CHANGE ORDER NO. 2 WITH NEXTGEN ALPHA UPFITTING FOR THE PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT FOR RETROFITTING OF EXISTING POLICE DEPARTMENT FLEET**

**WHEREAS**, at the March 22, 2021, Special City Council Meeting, Council directed staff to create Capital Improvement Project (CIP) GG 21-11 to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City; and

**WHEREAS**, Council approved the purchase of new police vehicles and entered into a contract with NextGen Alpha Upfitting to upfit our new police vehicle fleet; and

**WHEREAS**, on May 16, 2022, Council approved Contract Change Order No.1 to retrofit nine Sheriff vehicles, two Motorcycles, and our two Animal Control vehicles; and

**WHEREAS**, on June 29, 2022, the Lathrop Police Department took over law enforcement services from the Sheriff's Office for the City of Lathrop; and

**WHEREAS**, the Sheriff's Office gradually began returning the Lathrop Police Services vehicles to the City; and

**WHEREAS**, as NextGen received each vehicle to retrofit, they identified additional equipment and components for the nine LPS vehicles that were not in the original approved contract; and

**WHEREAS**, the Lathrop Police Department has been in operation for over two months and there have been staff changes within the department and two new police officer positions added. Staff has reviewed and inventoried the returned vehicles, and has identified four additional vehicles that will remain in LPD's fleet. The vehicles are two Chevy Tahoes that will be retrofitted as Watch Commander vehicles, a third Chevy Tahoe that will be used for our third K-9 vehicle, and a Ford Fusion that will be used as our Community Resource Officer vehicle; and

**WHEREAS**, the cost for the four new vehicles and the additional equipment for the nine vehicles is estimated at \$123,676, and there is sufficient funds in CIP GG 21-11 to cover the cost of the contract.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve Change Order No. 2 with NextGen Alpha Upfitting for the purchase and installation of police vehicle equipment for retrofitting of existing police department fleet.

The foregoing resolution was passed and adopted this 12<sup>th</sup> day of September 2022, 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

Purchase and Installation of Police Vehicle  
 Equipment for Retro-fitting of Existing Police  
 Department Fleet

City of Lathrop

**CONTRACT CHANGE ORDER NO. 2**  
**FOR THE PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT FOR**  
**RETRO-FITTING OF EXISTING POLICE DEPARTMENT FLEET**

**Contractor:** NextGen Alpha Upfitting  
**Address:** 8400 Carbide Ct, Suite A  
 Sacramento, CA 95828  
**Change Order Date:** September \_\_\_\_\_, 2022  
**Notice to Proceed Date:** February 10, 2022  
**Contract Execution Date:** February 10, 2022

This contract change order augments or changes the following:

1) ADDITIONS TO CONTRACT

Pursuant to the provisions of the Contract Specifications and proposal attached as Exhibit A, you are hereby directed to make the herein described additions, and scope of work contracted for within the terms of the agreement between the **City of Lathrop** and **NextGen Alpha Upfitting** dated **February 10, 2022**.

I. **CHANGES IN THE SPECIFICATIONS**

A. None

II. **ADDITIONS TO CONTRACT**

| NO.   | DESCRIPTION   | QTY | UNIT     | UNIT PRICE   | TOTAL               |
|---|---|-----|----------|--------------|---------------------|
| 1   | Purchase and Installation of Police Vehicle Equipment to retrofit 2 watch commander vehicles, a third K-9 vehicle, CRO vehicle, and add additional equipment to 9 police vehicles | 1   | Lump Sum | \$123,676.00 | \$123,676.00        |
| <b>TOTAL ADDITIONAL COST FROM THIS CHANGE ORDER NO. 2</b> |   |     |          |              | <b>\$123,676.00</b> |
| <b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 1</b>      |   |     |          |              | <b>\$166,432.00</b> |
| <b>ORIGINAL CONTRACT AMOUNT</b>                           |   |     |          |              | <b>\$403,955.00</b> |
| <b>REVISED CONTRACT AMOUNT AFTER CHANGE ORDER NO. 2</b>   |   |     |          |              | <b>\$694,063.00</b> |

*(END OF CHANGES)*

**DESCRIPTION OF WORK**

See additions to contract. The contractor shall provide all labor, material, equipment and shall perform all incidental tasks as necessary to complete the change order.

**TIME OF COMPLETION**

The effective date of Change Order No.1 is September \_\_\_\_\_, 2022 and it shall terminate no later than June 30, 2023.

**CHANGE ORDER NO. 2**

**Purchase and Installation of Police Vehicle  
Equipment for Retro-fitting of Existing Police  
Department Fleet**

**City of Lathrop**

---

**RELEASE AND WAIVER**

Acceptance of this Contract Change Order constitutes a full and final resolution of all pending disputes between City and Contractor regarding scope of work and payment for work. Contractor accepts this Contract Change Order as full payment for all work performed to date and hereafter to be performed, up to and including Contract Change Order No. 2. Contractor releases and discharges City from any and all claims, demands, damages, actions and causes of actions and causes of action for injuries, damages or losses, whether known or unknown, foreseen or unforeseen, arising directly from Contractor's work on this contract. Contractor expressly waives the provisions of California Civil Code, Section 1542, which reads as follows:

A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at time of executing the release, which if known by him must have materially affected his settlement with the debtor.

(END OF SECTION)

CHANGE ORDER NO. 2

**Purchase and Installation of Police Vehicle  
Equipment for Retro-fitting of Existing Police  
Department Fleet**


**City of Lathrop**

Recommended  
By:

\_\_\_\_\_  
Raymond Bechler  
Chief of Police  
City of Lathrop

\_\_\_\_\_  
Date

Approved As  
To Form:

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney  
City of Lathrop

9-1-2022  
\_\_\_\_\_  
Date

Approved By:

\_\_\_\_\_  
Stephen J. Salvatore  
City Manager  
City of Lathrop

\_\_\_\_\_  
Date

Accepted By  
Contractor:

\_\_\_\_\_  
NextGen Alpha Upfitting

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

# Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22223      |

|  |
|--|
| Name / Address   |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

## Exhibit A

| Item             | Description   | Qty          | Rate     | Total     |
|------------------|---|--------------|----------|-----------|
|                  | FUSION  |              |          |           |
| NG ORDER         | LIGHTING<br>EMPLB00K9Q-073 MPOWER LIGHTBAR RW<br>BW 54IN  | 1            | 2,395.00 | 2,395.00T |
| SOS ENT2B3D      | Intersector Under Mirror Mount Light, 9-32 Vdc,<br>w/ 4-Wedges, Mounting Gasket & Hardware, 16<br>LEDs, Dual<br>Color - Red/White   | 1            | 134.75   | 134.75T   |
| SOS ENT2B3E      | Intersector Under Mirror Mount Light, 9-32 Vdc,<br>w/ 4-Wedges, Mounting Gasket & Hardware, 16<br>LEDs, Dual Color - Blue/White   | 1            | 192.75   | 192.75T   |
| SOS EMPS2SMS5RBW | mpower® 4" Fascia Light w/ Screw Mount, 18"<br>hard wire w/ sync option, SAE Class 1 & CA Title<br>13, 9-32Vdc, Black Housing, 18 LED, Tricolor -<br>Red/Blue/White - FRONT PUSH BUMPER   | 4            | 192.75   | 771.00T   |
| SOS EMPS2SMS5RBW | LIGHTING<br>mpower® 4" Fascia Light w/ Screw Mount, 18"<br>hard wire w/ sync option, SAE Class 1 & CA Title<br>13, 9-32   | 2            | 134.75   | 269.50T   |
| SOS ELUC3H010J   | Vdc, Black Housing, 18 LED, Tricolor -<br>Red/Blue/White - REAR LIC LIGHTS<br>Universal UnderCover Screw-In LED Insert Single<br>Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes<br>insert, Lens #1 (Extreme Angle) & Inline Flasher -<br>Dual Color Red/Blue - REAR TAIL LIGHT | 2            | 92.49    | 184.98T   |
| SOS EMPS2SMS5RBW | STROBES<br>mpower® 4" Fascia Light w/ Screw Mount, 18"<br>hard wire w/ sync option, SAE Class 1 & CA Title<br>13, 9-32  | 2            | 134.75   | 269.50T   |
| NG ORDER         | Vdc, Black Housing, 18 LED, Tricolor -<br>Red/Blue/White - QUARTER PANEL LIGHTING<br>QUARTER PANEL LIGHT BRACKET  | 2            | 14.99    | 29.98T    |
| SOS ENGSA582RSP  | SIREN<br>500 series remote siren with button control, 10-16v  | 1            | 1,049.50 | 1,049.50T |
| SOS ETSS100J     | 100J Series Composite Speaker w/ Universal Bail<br>Bracket - 100 watt   | 2            | 189.99   | 379.98T   |
| Phone #          | (916) 423-5052  | <b>Total</b> |          |           |
| Web Site         | NEXTGENALPHAUPFITTING.NET   |              |          |           |



# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

# Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22223      |

|  |
|--|
| Name / Address   |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item                | Description  | Qty          | Rate     | Total     |
|---------------------|--|--------------|----------|-----------|
| NG ORDER            | CONSOLE<br>TPS AC-FDPI-MNT FORD FUSION FLOOR<br>PLATE  | 1            | 0.00     | 0.00T     |
| NG ORDER            | TPS CC-MC-14 14IN CENTER CONSOLE FORD<br>FUSION  | 1            | 414.35   | 414.35T   |
| NG ORDER            | TPS FP-SO500-R SOUNDOFF FACEPLATE  | 1            | 39.99    | 39.99T    |
| NG ORDER            | ICOM RADIO FACEPLATE F7520-11 - ONE<br>PIECE RADIO   | 1            | 39.99    | 39.99T    |
| TPS FP-USB-2DC      | 2" FACEPLATE DC OUTLET / USB CUTOUTS<br>ELECTRONICS INCLUDED   | 1            | 58.50    | 58.50T    |
| TPS FP-BLNK1        | 1" BLANK FILLER PLATE  | 2            | 12.99    | 25.98T    |
| TPS AC-INBHG        | INTERNAL DUAL BEVERAGE HOLDER  | 1            | 49.95    | 49.95T    |
| TPS AC-MCM1         | MICROPHONE CLIP PLATE AND CLIP<br>ASSEMBLY   | 2            | 12.99    | 25.98T    |
| NG ORDER            | TPS CM-SDMT-SL-LED CONSOLE<br>SIDE-MOUNT WITH ROTATING &<br>EXTENDABLE SLIDE -ARM                        | 1            | 435.00   | 435.00T   |
| TPS AC-TB-ARMMNT-58 | CONSOLE MOUNTED HEIGHT ADJUSTABLE<br>ARMREST WITH STANDARD SIZE ARM REST<br>FOAM PAD                     | 1            | 169.55   | 169.55T   |
| NG ORDER            | DOCKING STATION<br>GETAC S410 - DOCKING STATION MOUNT<br>WITH POWER                                      | 1            | 1,295.00 | 1,295.00T |
| NG ORDER            | GETAC S410 DOCKING STATION POWER<br>SUPPLY   | 1            | 189.99   | 189.99T   |
| TPS GM-SGRF-MNT     | GUNLOCK<br>DUAL WEAPON MOUNT   | 1            | 255.00   | 255.00T   |
| TPS GM-B-SC1AR-BKT  | CLAMSHELL STYLE WEAPON LOCK<br>BRACKET FOR AR STYLE RIFLES   | 1            | 58.00    | 58.00T    |
| TPS GM-B-OP-SC5-BKT | HANDCUFF STYLE WEAPON LOCK<br>BRACKET WITH MORE PITCH FOR AR<br>STYLE RIFLES WITH BOLT-ON<br>ACCESSORIES | 1            | 69.00    | 69.00T    |
| NG ORDER            | SC 1 870 REMINGTON SHOTGUN LOCK  | 1            | 118.56   | 118.56T   |
| NG ORDER            | SC 6 UNIVERSAL GUN LOCK RATCHETING<br>STYLE  | 1            | 169.99   | 169.99T   |
| Phone #             | (916) 423-5052   | <b>Total</b> |          |           |
| Web Site            | NEXTGENALPHAUPFITTING.NET  |              |          |           |

# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

# Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22223      |

|  |
|--|
| Name / Address   |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item             | Description   | Qty          | Rate     | Total       |
|------------------|---|--------------|----------|-------------|
| NG ORDER         | REAR<br>EQUIPMENT MOUNTING SLIDE TRAY/<br>MODIFICATION TPS AC-TRAY-CH50,<br>AC-CH11-TT-50 PLUS MODIFICATION   | 1            | 550.00   | 550.00T     |
| NG ORDER         | ACCESSORIES<br>NG PAR46N LED SPOTLIGHT<br>REPLACEMENT   | 1            | 245.00   | 245.00T     |
| NG ORDER         | RADIO ANTENNA WHIP  | 1            | 66.85    | 66.85T      |
| TSO 78815        | 17 FT RG58 The Laird MB8U vehicle roof mount<br>antenna installation hardware kit is for<br>Motorola-style mobile antennas, 0 – 1000 MHz.<br>This NMO mount is an all brass permanent mount<br>for a 3/4 in hole. | 2            | 19.99    | 39.98T      |
| NG ORDER         | JD 425-3816 MAGNETIC MIC  | 2            | 44.95    | 89.90T      |
| NG ORDER         | NG7615 12V SOLENOID TIMER UNIT<br>ADJUSTABLE  | 1            | 189.99   | 189.99T     |
| NG ORDER         | 100A WG AUTOMOTIVE 12V CIRCUIT<br>BREAKER   | 1            | 32.49    | 32.49T      |
| BSS 5026         | ST Blade Fuse Block - 12 Circuits with Negative<br>Bus and Cover  | 1            | 49.99    | 49.99T      |
| NG SHIP IN       | SHIPPING IN COST FROM VENDOR  | 1            | 325.00   | 325.00      |
| NG INSTALATION   | INSTALLATION OF CUSTOMER SUPPLIED<br>MODEM, RADIO AND AXON<br>SYSTEM(PRE-WIRE IF POSSIBLE)  | 1            | 1,125.00 | 1,125.00T   |
| NG SHOP SUPPLIES | SHOP SUPPLIES - TO INCLUDE VEHICLE<br>UPFIT - BRACKETS, FUSES, CLAMPS, WIRES,<br>LOOM, MISC ACCESSORIES   | 1            | 289.99   | 289.99T     |
| NG INSTALATION   | INSTALLATION LABOR CHARGE FOR<br>ABOVE EQUIPMENT PER LATHROP POLICE<br>DEPARTMENT SPEC  | 1            | 3,225.00 | 3,225.00    |
|                  | Sales Tax   |              | 7.75%    | 912.25      |
| Phone #          | (916) 423-5052  | <b>Total</b> |          | \$16,233.21 |
| Web Site         | NEXTGENALPHAUPFITTING.NET   |              |          |             |

# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

# Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22220      |

|  |
|--|
| Name / Address   |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item             | Description   | Qty          | Rate     | Total     |
|------------------|---|--------------|----------|-----------|
|                  | CSO FORD F150   |              |          |           |
|                  | ALL AMBER WHITE LIGHTING ONLY   |              |          |           |
|                  | LIGHTING  |              |          |           |
| NG ORDER         | EMPLB00SD9-2GE MPOWER LIGHTBAR AW 54IN  | 1            | 2,395.00 | 2,395.00T |
| NG ORDER         | SOS MPOWER TRAFFIC ADVISOR AMBER  | 1            | 659.76   | 659.76T   |
| SOS EMPS2SMS5RAW | mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, - Amber/White - FRONT PUSH BUMPER LIGHTS                            | 4            | 134.75   | 539.00T   |
| NG ORDER         | SOS ENT2B3F Intersector Under Mirror Mount Light, 9-32 Vdc, w/ 4-Wedges, Mounting Gasket & Hardware, 16 LEDs, Dual Color - AMBER/White  | 2            | 192.75   | 385.50T   |
| NG ORDER         | SOS ELUC3H010A Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher - AMBER - REAR TAIL LIGHT STROBES | 2            | 92.49    | 184.98T   |
| SOS EMPS2SMS5RAW | mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, - Amber/White - ON TAIL GATE MOUNT - UPPER UNDER TOP RIDGE          | 2            | 134.75   | 269.50T   |
| SOS EMPS2SMS5RAW | mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, - Amber/White - UNDER TAILGATE                                      | 2            | 134.75   | 269.50T   |
| SOS ENGSA582RSP  | SIREN<br>500 series remote siren with button control, 10-16v  | 1            | 1,049.50 | 1,049.50T |
| SOS ETSS100J     | 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt  | 2            | 189.99   | 379.98T   |
|                  | CONSOLE   |              |          |           |
| Phone #          | (916) 423-5052  | <b>Total</b> |          |           |
| Web Site         | NEXTGENALPHAUPFITTING.NET   |              |          |           |

# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

# Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22220      |

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|--|
| Name / Address   |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item             | Description   | Qty          | Rate     | Total     |
|------------------|---|--------------|----------|-----------|
| NG ORDER         | TPS CC-21F1-0713-OS 2021+ Ford F150 20" wide-body console; open storage along drivers side; 7" slope, 13" level   | 1            | 679.16   | 679.16T   |
| NG ORDER         | TPS FP-SO500-R SOUNDOFF FACEPLATE   | 1            | 0.00     | 0.00T     |
| NG ORDER         | ICOM RADIO FACEPLATE F7520-11 - ONE PIECE RADIO   | 1            | 0.00     | 0.00T     |
| TPS FP-BLNK2     | 2" BLANK FILLER PLATE   | 3            | 0.00     | 0.00T     |
| TPS FP-BLNK1     | 1" BLANK FILLER PLATE   | 3            | 0.00     | 0.00T     |
| TPS FP-USB-2DC   | 2" FACEPLATE DC OUTLET / USB CUTOUTS ELECTRONICS INCLUDED   | 1            | 58.50    | 58.50T    |
| TPS AC-INBHG     | INTERNAL DUAL BEVERAGE HOLDER   | 1            | 49.95    | 49.95T    |
| TPS AC-MCM1      | MICROPHONE CLIP PLATE AND CLIP ASSEMBLY   | 2            | 12.99    | 25.98T    |
| NG ORDER         | TPS CM-SDMT-SL-LED CONSOLE SIDE-MOUNT WITH ROTATING & EXTENDABLE SLIDE -ARM   | 1            | 435.00   | 435.00T   |
| TPS AC-SIDEARM-6 | 6" SIDE-MOUNT ARM REST  | 2            | 88.75    | 177.50T   |
| NG ORDER         | DOCKING STATION GETAC S410 - DOCKING STATION MOUNT WITH POWER   | 1            | 1,295.00 | 1,295.00T |
| NG ORDER         | GETAC S410 DOCKING STATION POWER SUPPLY   | 1            | 189.99   | 189.99T   |
| NG CUSTOM        | REAR NGF150ELECBX1 CUSTOM MADE UNDERSEAT BOX COVER FOR ELECTRONICS AND EQUIPMENT  | 1            | 525.00   | 525.00T   |
| NG ORDER         | ACCESSORIES RADIO ANTENNA WHIP  | 1            | 66.85    | 66.85T    |
| TSO 78815        | 17 FT RG58 The Laird MB8U vehicle roof mount antenna installation hardware kit is for Motorola-style mobile antennas, 0 – 1000 MHz. This NMO mount is an all brass permanent mount for a 3/4 in hole. | 1            | 19.99    | 19.99T    |
| NG ORDER         | JD 425-3816 MAGNETIC MIC  | 2            | 44.95    | 89.90T    |
| NG ORDER         | NG7615 12V SOLENOID TIMER UNIT ADJUSTABLE   | 1            | 189.99   | 189.99T   |
| Phone #          | (916) 423-5052  | <b>Total</b> |          |           |
| Web Site         | NEXTGENALPHAUPFITTING.NET   |              |          |           |

# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

# Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22220      |

|  |
|--|
| <b>Name / Address</b>  |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item             | Description   | Qty | Rate         | Total    |
|------------------|---|-----|--------------|----------|
| NG ORDER         | 100A WG AUTOMOTIVE 12V CIRCUIT BREAKER  | 1   | 32.49        | 32.49T   |
| BSS 5026         | ST Blade Fuse Block - 12 Circuits with Negative Bus and Cover                                     | 1   | 49.99        | 49.99T   |
| NG SHIP IN       | SHIPPING IN COST FROM VENDOR  | 1   | 325.00       | 325.00   |
| NG INSTALATION   | INSTALLATION OF CUSTOMER SUPPLIED MODEM, RADIO AND AXON SYSTEM(PRE-WIRE IF POSSIBLE)              | 1   | 1,125.00     | 1,125.00 |
| NG SHOP SUPPLIES | SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES | 1   | 289.99       | 289.99T  |
| NG INSTALATION   | INSTALLATION LABOR CHARGE FOR ABOVE EQUIPMENT PER LATHROP POLICE DEPARTMENT SPEC                  | 1   | 3,225.00     | 3,225.00 |
|                  | Sales Tax   |     | 7.75%        | 798.87   |
| <b>Phone #</b>   | (916) 423-5052  |     | <b>Total</b> |          |
| <b>Web Site</b>  | NEXTGENALPHAUPFITTING.NET   |     |              |          |

# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

# Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22221      |

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|--|
| Name / Address   |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item             | Description  | Qty          | Rate     | Total     |
|------------------|--|--------------|----------|-----------|
|                  | FORD UTILITY K9 UNIT   |              |          |           |
| NG ORDER         | LIGHTING<br>EMPLB00K9Q-073 MPOWER LIGHTBAR RW<br>BW 54IN   | 1            | 2,395.00 | 2,395.00T |
| NG ORDER         | SOS MPOWER TRAFFIC ADVISOR AMBER   | 1            | 609.75   | 609.75T   |
| SOS EMPS2SMS5RBW | mpower® 4" Fascia Light w/ Screw Mount, 18"<br>hard wire w/ sync option, SAE Class 1 & CA Title<br>13, 9-32  | 4            | 134.75   | 539.00T   |
| SOS ENT2B3D      | Vdc, Black Housing, 18 LED, Tricolor -<br>Red/Blue/White - FRONT PUSH BUMPER<br>LIGHTS   |              |          |           |
|                  | Intersector Under Mirror Mount Light, 9-32 Vdc,<br>w/ 4-Wedges, Mounting Gasket & Hardware, 16<br>LEDs, Dual Color - Red/White   | 1            | 192.75   | 192.75T   |
| SOS ENT2B3E      | Intersector Under Mirror Mount Light, 9-32 Vdc,<br>w/ 4-Wedges, Mounting Gasket & Hardware, 16<br>LEDs, Dual Color - Blue/White  | 1            | 192.75   | 192.75T   |
| SOS EMPS2SMS5RBW | mpower® 4" Fascia Light w/ Screw Mount, 18"<br>hard wire w/ sync option, SAE Class 1 & CA Title<br>13, 9-32  | 2            | 134.75   | 269.50T   |
| SOS EMPS2SMS5RBW | Vdc, Black Housing, 18 LED, - Red/Blue<br>-QUARTER PANEL LIGHTING  |              |          |           |
|                  | mpower® 4" Fascia Light w/ Screw Mount, 18"<br>hard wire w/ sync option, SAE Class 1 & CA Title<br>13, 9-32  | 2            | 134.75   | 269.50T   |
| SOS ELUC3H010J   | Vdc, Black Housing, 18 LED, Tricolor - Red/Blue<br>- REAR LIC LIGHTS   |              |          |           |
|                  | Universal UnderCover Screw-In LED Insert Single<br>Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes<br>insert, Lens #1 (Extreme Angle) & Inline Flasher -<br>Dual Color Red/Blue - REAR TAIL LIGHT<br>STROBES | 2            | 92.49    | 184.98T   |
| MD HE-TL1        | White Auxiliary Lighting Pod - 1.5x3 Inch, 3 LED<br>- HATCH DOME LIGHT   | 2            | 48.95    | 97.90T    |
| MD HE-TL1R       | RED AUXILIARY LIGHTING POD - 1.5X3<br>INCH, 3 LED - HATCH DOME LIGHT   | 1            | 58.95    | 58.95T    |
| Phone #          | (916) 423-5052   | <b>Total</b> |          |           |
| Web Site         | NEXTGENALPHAUPFITTING.NET  |              |          |           |

# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

# Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22221      |

|  |
|--|
| Name / Address   |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item                | Description   | Qty          | Rate     | Total     |
|---------------------|---|--------------|----------|-----------|
| SOS EMPS2SMS5RBW    | mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White - REAR HATCH WARNING LIGHTS | 2            | 134.75   | 269.50T   |
| NG ORDER            | PUSH BUMPER SETUP<br>WPS 36-2055 PUSH BUMPER ELITE FORD UTILITY 2018  | 1            | 449.00   | 449.00T   |
| NG ORDER            | WPS 36-2055PB PIT BAR FORD UTILITY 2018   | 1            | 459.00   | 459.00T   |
| WPS 36-6005SMP2     | LIGHT CHANNEL SOUND OFF MPOWER  | 1            | 42.49    | 42.49T    |
| SOS ENGSA582RSP     | SIREN<br>500 series remote siren with button control, 10-16v  | 1            | 1,049.50 | 1,049.50T |
| SOS ETSS100J        | 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt  | 2            | 189.99   | 379.98T   |
| NG ORDER            | CONSOLE<br>TPS FLOOR PLATE FORD 2018 UTILITY  | 1            | 0.00     | 0.00T     |
| NG ORDER            | TPS CC-UV-L18 FORD POLICE INTERCEPTOR UTILITY SPECIFIC 18" CONSOLE  | 1            | 465.00   | 465.00T   |
| NG ORDER            | TPS FP-SO500-R SOUNDOFF FACEPLATE   | 1            | 0.00     | 0.00T     |
| NG ORDER            | ICOM RADIO FACEPLATE F7520-11 - ONE PIECE RADIO   | 1            | 0.00     | 0.00T     |
| TPS FP-USB-2DC      | 2" FACEPLATE DC OUTLET / USB CUTOUTS ELECTRONICS INCLUDED   | 1            | 58.50    | 58.50T    |
| TPS FP-BLNK2        | 2" BLANK FILLER PLATE   | 2            | 0.00     | 0.00T     |
| TPS FP-BLNK1        | 1" BLANK FILLER PLATE   | 2            | 0.00     | 0.00T     |
| TPS AC-INBHG        | INTERNAL DUAL BEVERAGE HOLDER   | 1            | 49.95    | 49.95T    |
| TPS AC-MCM1         | MICROPHONE CLIP PLATE AND CLIP ASSEMBLY   | 2            | 12.99    | 25.98T    |
| TPS AC-TB-ARMMNT-58 | CONSOLE MOUNTED HEIGHT ADJUSTABLE ARMREST WITH STANDARD SIZE ARM REST FOAM PAD  | 1            | 169.55   | 169.55T   |
| Phone #             | (916) 423-5052  | <b>Total</b> |          |           |
| Web Site            | NEXTGENALPHAUPFITTING.NET   |              |          |           |

# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

# Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22221      |

|  |
|--|
| Name / Address   |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item                | Description  | Qty          | Rate     | Total     |
|---------------------|--|--------------|----------|-----------|
| NG ORDER            | TPS CM-SDMT-SL-LED CONSOLE<br>SIDE-MOUNT COMPUTER MOUNT WITH<br>ROTATING & EXTENDABLE SLIDE-ARM            | 1            | 435.00   | 435.00T   |
| NG ORDER            | DOCKING STATION<br>GETAC S410 - DOCKING STATION MOUNT<br>WITH POWER  | 1            | 1,295.00 | 1,295.00T |
| NG ORDER            | GETAC S410 DOCKING STATION POWER<br>SUPPLY   | 1            | 189.99   | 189.99T   |
| NG ORDER            | GUNLOCK<br>TPS GM-SGL-MNT SINGLE WEAPON MOUNT  | 2            | 192.45   | 384.90T   |
| TPS GM-B-SC1AR-BKT  | CLAMSHELL STYLE WEAPON LOCK<br>BRACKET FOR AR STYLE RIFLES   | 1            | 58.00    | 58.00T    |
| TPS GM-B-OP-SC5-BKT | HANDCUFF STYLE WEAPON LOCK<br>BRACKET WITH MORE PITCH FOR AR<br>STYLE RIFLES WITH BOLT-ON<br>ACCESSORIES   | 1            | 69.00    | 69.00T    |
| NG ORDER            | SC 1 870 REMINGTON SHOTGUN LOCK  | 1            | 118.56   | 118.56T   |
| NG ORDER            | SC 6 UNIVERSAL GUN LOCK RATCHETING<br>STYLE  | 1            | 169.99   | 169.99T   |
| NG ORDER            | K9 SETUP<br>K9 KENNEL SUPPLIED FROM OLD VEHICLE<br>BUILD   |              |          |           |
| NG ORDER            | AK9 HA0FK10-P 10" FAN ACCESSORY  | 1            | 129.99   | 129.99T   |
| NG ORDER            | AK9 NGHP-5020 K9 HOT N POP PRO TEMP<br>ALARM WITH DOOR POP AND WINDOW<br>DROP                              | 1            | 1,689.55 | 1,689.55T |
| NG CUSTOM           | CUSTOM MADE BRACKETS FOR REAR BOX<br>MOUNT MODIFICATION IN ORDER TO<br>WORK WITH K9 UNIT                   | 1            | 250.00   | 250.00T   |
| NG ORDER            | PG SS0002 SAFESTOP SECURE IDLE SYSTEM  | 1            | 195.00   | 195.00T   |
| NG INSTALATION      | INSTALLATION OF K9 HEAT ALARM<br>SYSTEM WITH SAFESTOP UNIT,<br>REMOVE/CLEAN UP AND RE-INSTALL K9<br>KENNEL | 1            | 1,650.00 | 1,650.00  |
| Phone #             | (916) 423-5052   | <b>Total</b> |          |           |
| Web Site            | NEXTGENALPHAUPFITTING.NET  |              |          |           |



# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

# Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22221      |

|  |
|--|
| Name / Address   |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item             | Description   | Qty          | Rate     | Total       |
|------------------|---|--------------|----------|-------------|
| NG ORDER         | ACCESSORIES   |              |          |             |
| NG ORDER         | NG PAR46N LED SPOTLIGHT REPLACEMENT   | 2            | 245.00   | 490.00T     |
| NG ORDER         | RADIO ANTENNA WHIP  | 1            | 66.85    | 66.85T      |
| TSO 78815        | 17 FT RG58 The Laird MB8U vehicle roof mount antenna installation hardware kit is for Motorola-style mobile antennas, 0 – 1000 MHz. This NMO mount is an all brass permanent mount for a 3/4 in hole. | 1            | 19.99    | 19.99T      |
| NG ORDER         | JD 425-3816 MAGNETIC MIC  | 2            | 44.95    | 89.90T      |
| NG ORDER         | NG7615 12V SOLENOID TIMER UNIT ADJUSTABLE   | 1            | 189.99   | 189.99T     |
| NG ORDER         | 100A WG AUTOMOTIVE 12V CIRCUIT BREAKER  | 1            | 32.49    | 32.49T      |
| BSS 5026         | ST Blade Fuse Block - 12 Circuits with Negative Bus and Cover   | 1            | 49.99    | 49.99T      |
| NG SHIP IN       | SHIPPING IN COST FROM VENDOR  | 1            | 325.00   | 325.00      |
| NG INSTALATION   | INSTALLATION OF CUSTOMER SUPPLIED MODEM, RADIO AND AXON SYSTEM(PRE-WIRE IF POSSIBLE)  | 1            | 1,125.00 | 1,125.00    |
| NG SHOP SUPPLIES | SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES   | 1            | 289.99   | 289.99T     |
| NG INSTALATION   | INSTALLATION LABOR CHARGE FOR ABOVE EQUIPMENT PER LATHROP POLICE DEPARTMENT SPEC - RE-WIRE TO LATHROP SPEC  | 1            | 3,525.00 | 3,525.00    |
|                  | Sales Tax   |              | 7.75%    | 1,119.31    |
| Phone #          | (916) 423-5052  | <b>Total</b> |          | \$22,187.02 |
| Web Site         | NEXTGENALPHAUPFITTING.NET   |              |          |             |

# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

# Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22222      |

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|--|
| Name / Address   |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item             | Description  | Qty          | Rate     | Total     |
|------------------|--|--------------|----------|-----------|
| NG ORDER         | 2020 FORD F150 SCHOOL RESOURCE OFFICER - SRO   |              |          |           |
| NG ORDER         | LIGHTING<br>EMPLB00K9Q-073 MPOWER LIGHTBAR RW BW 54IN  | 1            | 2,395.00 | 2,395.00T |
| NG ORDER         | SOS NFORCE TRAFFIC ADVISOR AMBER   | 1            | 659.76   | 659.76T   |
| SOS EMPS2SMS5RBW | mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class I & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White - PUSH BUMPER LIGHTING                       | 4            | 134.75   | 539.00T   |
| SOS ENT2B3E      | Intersector Under Mirror Mount Light, 9-32 Vdc, w/ 4-Wedges, Mounting Gasket & Hardware, 16 LEDs, Dual Color - Blue/White  | 1            | 192.75   | 192.75T   |
| SOS ENT2B3D      | Intersector Under Mirror Mount Light, 9-32 Vdc, w/ 4-Wedges, Mounting Gasket & Hardware, 16 LEDs, Dual Color - Red/White   | 1            | 192.75   | 192.75T   |
| SOS EMPS2SMS5RBW | mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class I & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White - ON TAIL GATE MOUNT - UPPER UNDER TOP RIDGE | 2            | 134.75   | 269.50T   |
| SOS ELUC3H010J   | Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher - Dual Color Red/Blue - REAR TAIL LIGHT STROBES     | 2            | 92.49    | 184.98T   |
| SOS EMPS2SMS5RBW | mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class I & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White - UNDER TAILGATE                             | 2            | 134.75   | 269.50T   |
| NG ORDER         | PUSH BUMPER SETUP<br>WPS 36-52065 PUSH BUMPER ELITEXD  | 1            | 699.64   | 699.64T   |
| Phone #          | (916) 423-5052   | <b>Total</b> |          |           |
| Web Site         | NEXTGENALPHAUPFITTING.NET  |              |          |           |

# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

# Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22222      |

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|--|
| Name / Address   |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item             | Description   | Qty          | Rate     | Total     |
|------------------|---|--------------|----------|-----------|
| NG ORDER         | WPS 36-52065PB PITBAR ELITEXD   | 1            | 545.00   | 545.00T   |
| WPS 36-6015SMP2  | Bumper Push Bar Top Channel Cover; Elite; For Westin Elite Series Bumper Push Bar; With 2 Soundoff MR6 Code Light Mounting Holes; Powder Coated; Black; Steel | 1            | 49.99    | 49.99T    |
| SOS ENGS582RSP   | SIREN   | 1            | 1,049.50 | 1,049.50T |
| SOS ETSS100J     | 500 series remote siren with button control, 10-16v<br>100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt                                     | 2            | 189.99   | 379.98T   |
| NG ORDER         | CONSOLE   | 1            | 679.16   | 679.16T   |
| TPS FP-SO380R    | PS CC-21F1-0713-OS 2021+ Ford F150 20" wide-body console; open storage along drivers side; 7" slope, 13" level  | 1            | 0.00     | 0.00T     |
| NG ORDER         | TPS FP-SO500-R SOUNDOFF FACEPLATE   | 1            | 0.00     | 0.00T     |
| TPS FP-BLNK1     | ICOM RADIO FACEPLATE F7520-11 - ONE PIECE RADIO   | 3            | 0.00     | 0.00T     |
| TPS FP-BLNK2     | 1" BLANK FILLER PLATE   | 3            | 0.00     | 0.00T     |
| TPS FP-USB-2DC   | 2" BLANK FILLER PLATE   | 1            | 58.50    | 58.50T    |
| TPS AC-INBHG     | 2" FACEPLATE DC OUTLET / USB CUTOUTS<br>ELECTRONICS INCLUDED  | 1            | 49.95    | 49.95T    |
| TPS AC-MCM1      | INTERNAL DUAL BEVERAGE HOLDER   | 2            | 12.99    | 25.98T    |
| NG ORDER         | MICROPHONE CLIP PLATE AND CLIP ASSEMBLY   | 1            | 435.00   | 435.00T   |
| TPS AC-SIDEARM-6 | TPS CM-SDMT-SL-LED CONSOLE<br>SIDE-MOUNT WITH ROTATING & EXTENDABLE SLIDE -ARM<br>6" SIDE-MOUNT ARM REST  | 2            | 88.75    | 177.50T   |
| NG ORDER         | DOCKING STATION   | 1            | 1,295.00 | 1,295.00T |
| NG ORDER         | GETAC S410 - DOCKING STATION MOUNT WITH POWER<br>GETAC S410 DOCKING STATION POWER SUPPLY  | 1            | 189.99   | 189.99T   |
|                  | KEEP PARTITION SETUP WITH REAR CARGO SEPERATORS- CLEAN AND TIGHTEN EQUIPMENT TRAY   |              |          |           |
| Phone #          | (916) 423-5052  | <b>Total</b> |          |           |
| Web Site         | NEXTGENALPHAUPFITTING.NET   |              |          |           |

# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

# Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22222      |

|  |
|--|
| Name / Address   |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item             | Description   | Qty          | Rate     | Total    |
|------------------|---|--------------|----------|----------|
| NG ORDER         | CUSTOM ELECTRONICS BOX/COVER -<br>DEPENDENT ON SETINA REAR SETUP<br>ORIGINALLY  | 1            | 450.00   | 450.00T  |
|                  | ACCESSORIES   |              |          |          |
| NG ORDER         | NG PAR46N LED SPOTLIGHT REPLACEMENT   | 2            | 245.00   | 490.00T  |
| NG ORDER         | RADIO ANTENNA WHIP  | 1            | 66.85    | 66.85T   |
| TSO 78815        | 17 FT RG58 The Laird MB8U vehicle roof mount<br>antenna installation hardware kit is for<br>Motorola-style mobile antennas, 0 – 1000 MHz.<br>This NMO mount is an all brass permanent mount<br>for a 3/4 in hole. | 2            | 19.99    | 39.98T   |
| NG ORDER         | JD 425-3816 MAGNETIC MIC  | 2            | 44.95    | 89.90T   |
| NG ORDER         | NG7615 12V SOLENOID TIMER UNIT<br>ADJUSTABLE  | 1            | 189.99   | 189.99T  |
| NG ORDER         | 100A WG AUTOMOTIVE 12V CIRCUIT<br>BREAKER   | 1            | 32.49    | 32.49T   |
| BSS 5026         | ST Blade Fuse Block - 12 Circuits with Negative<br>Bus and Cover  | 1            | 49.99    | 49.99T   |
| NG SHIP IN       | SHIPPING IN COST FROM VENDOR  | 1            | 325.00   | 325.00   |
| NG INSTALATION   | INSTALLATION OF CUSTOMER SUPPLIED<br>MODEM, RADIO AND AXON<br>SYSTEM(PRE-WIRE IF POSSIBLE)  | 1            | 1,125.00 | 1,125.00 |
| NG SHOP SUPPLIES | SHOP SUPPLIES - TO INCLUDE VEHICLE<br>UPFIT - BRACKETS, FUSES, CLAMPS, WIRES,<br>LOOM, MISC ACCESSORIES   | 1            | 289.99   | 289.99T  |
| NG INSTALATION   | INSTALLATION LABOR CHARGE FOR<br>ABOVE EQUIPMENT PER LATHROP POLICE<br>DEPARTMENT SPEC  | 1            | 3,325.00 | 3,325.00 |
|                  | Sales Tax   |              | 7.75%    | 932.92   |
| Phone #          | (916) 423-5052  | <b>Total</b> |          |          |
| Web Site         | NEXTGENALPHAUPFITTING.NET   |              |          |          |

# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

# Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22230      |

|  |
|--|
| Name / Address   |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item             | Description   | Qty          | Rate     | Total     |
|------------------|---|--------------|----------|-----------|
|                  | CSO 2019/2020 CHEVY TAHOE x3  |              |          |           |
|                  | ALL AMBER / WHITE LIGHTING ONLY   |              |          |           |
|                  | LIGHTING  |              |          |           |
| NG ORDER         | EMPLB00SD9-2GE MPOWER LIGHTBAR AW 54IN  | 3            | 2,395.00 | 7,185.00T |
| NG ORDER         | SOS MPOWER TRAFFIC ADVISOR AMBER  | 3            | 659.76   | 1,979.28T |
| SOS EMPS2SMS5RAW | mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, - Amber/White - FRONT PUSH BUMPER LIGHTS                            | 12           | 134.75   | 1,617.00T |
| NG ORDER         | SOS ENT2B3F Intersector Under Mirror Mount Light, 9-32 Vdc, w/ 4-Wedges, Mounting Gasket & Hardware, 16 LEDs, Dual Color - AMBER/White  | 6            | 192.75   | 1,156.50T |
| SOS EMPS2SMS5RAW | mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, - Amber/White - QUARTER PANEL LIGHTING                              | 6            | 134.75   | 808.50T   |
| SOS EMPS2SMS5RAW | mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, - Amber/White - REAR LIC LIGHTS                                     | 6            | 134.75   | 808.50T   |
| NG ORDER         | SOS ELUC3H010A Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher – AMBER - REAR TAIL LIGHT STROBES | 6            | 92.49    | 554.94T   |
| MD HE-TL1        | White Auxiliary Lighting Pod - 1.5x3 Inch, 3 LED - HATCH DOME LIGHT   | 6            | 48.95    | 293.70T   |
| MD HE-TL1R       | RED AUXILIARY LIGHTING POD - 1.5X3 INCH, 3 LED - HATCH DOME LIGHT   | 3            | 58.95    | 176.85T   |
| SOS EMPS2SMS5RAW | mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, - Amber/White - REAR HATCH WARNING                                  | 6            | 134.75   | 808.50T   |
| SOS ENGSA582RSP  | SIREN<br>500 series remote siren with button control, 10-16v  | 3            | 1,049.50 | 3,148.50T |
| Phone #          | (916) 423-5052  | <b>Total</b> |          |           |
| Web Site         | NEXTGENALPHAUPFITTING.NET   |              |          |           |

# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

## Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22230      |

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| Name / Address   |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item             | Description   | Qty          | Rate     | Total     |
|------------------|---|--------------|----------|-----------|
| SOS ETSS100J     | 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt  | 6            | 189.99   | 1,139.94T |
| TPS CC-WBOS-20   | CONSOLE<br>UNIVERSAL 20" WIDE-BODY CONSOLE WITH OPEN STORAGE  | 3            | 609.50   | 1,828.50T |
| NG ORDER         | AC-TH15-WB WIDE BODY CONSOLE BASE   | 3            | 0.00     | 0.00T     |
| NG ORDER         | TPS FP-SO500-R SOUNDOFF FACEPLATE   | 3            | 0.00     | 0.00T     |
| NG ORDER         | ICOM RADIO FACEPLATE F7520-11 - ONE PIECE RADIO   | 3            | 0.00     | 0.00T     |
| NG ORDER         | FP-DECORA 2" face plate w/ (1) AC duplex outlet cut-out. Includes duplex outlet   | 3            | 39.99    | 119.97T   |
| TPS FP-BLNK2     | 2" BLANK FILLER PLATE   | 9            | 0.00     | 0.00T     |
| TPS FP-BLNK1     | 1" BLANK FILLER PLATE   | 6            | 0.00     | 0.00T     |
| TPS FP-USB-2DC   | 2" FACEPLATE DC OUTLET / USB CUTOUTS<br>ELECTRONICS INCLUDED  | 3            | 58.50    | 175.50T   |
| TPS AC-INBHG     | INTERNAL DUAL BEVERAGE HOLDER   | 3            | 49.95    | 149.85T   |
| TPS AC-MCM1      | MICROPHONE CLIP PLATE AND CLIP ASSEMBLY   | 6            | 12.99    | 77.94T    |
| NG ORDER         | TPS CM-SDMT-SL-LED CONSOLE SIDE-MOUNT WITH ROTATING & EXTENDABLE SLIDE -ARM   | 3            | 435.00   | 1,305.00T |
| TPS AC-SIDEARM-6 | 6" SIDE-MOUNT ARM REST  | 6            | 88.75    | 532.50T   |
| NG ORDER         | CENTER CONSOLE USB EXTENSION (OEM)  | 3            | 19.99    | 59.97T    |
| NG ORDER         | DOCKING STATION<br>GETAC S410 - DOCKING STATION MOUNT WITH POWER  | 3            | 1,295.00 | 3,885.00T |
| NG ORDER         | GETAC S410 DOCKING STATION POWER SUPPLY   | 3            | 189.99   | 569.97T   |
| NG CUSTOM        | REAR<br>CUSTOM MADE PLATFORM/STORAGE - BLACK RHINO TEXTURED - WITH 2 FRONT COMPARTMENTS, 1 FOR ELECTRONICS AND 1 FOR STORAGE, 3INCH LIP WITH "D" RINGS AROUND THE PLATFORM<br><br>ACCESSORIES | 3            | 2,250.00 | 6,750.00T |
| Phone #          | (916) 423-5052  | <b>Total</b> |          |           |
| Web Site         | NEXTGENALPHAUPFITTING.NET   |              |          |           |

# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

# Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22230      |

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|--|
| Name / Address   |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item             | Description   | Qty          | Rate     | Total    |
|------------------|---|--------------|----------|----------|
| NG ORDER         | RADIO ANTENNA WHIP  | 3            | 66.85    | 200.55T  |
| TSO 78815        | 17 FT RG58 The Laird MB8U vehicle roof mount antenna installation hardware kit is for Motorola-style mobile antennas, 0 – 1000 MHz. This NMO mount is an all brass permanent mount for a 3/4 in hole. | 3            | 19.99    | 59.97T   |
| NG ORDER         | JD 425-3816 MAGNETIC MIC  | 6            | 44.95    | 269.70T  |
| NG ORDER         | NG7615 12V SOLENOID TIMER UNIT ADJUSTABLE   | 3            | 189.99   | 569.97T  |
| NG ORDER         | 100A WG AUTOMOTIVE 12V CIRCUIT BREAKER  | 3            | 32.49    | 97.47T   |
| BSS 5026         | ST Blade Fuse Block - 12 Circuits with Negative Bus and Cover   | 3            | 49.99    | 149.97T  |
| NG SHIP IN       | SHIPPING IN COST FROM VENDOR  | 3            | 325.00   | 975.00   |
| NG INSTALATION   | INSTALLATION OF CUSTOMER SUPPLIED MODEM, RADIO AND AXON SYSTEM(PRE-WIRE IF POSSIBLE)  | 3            | 1,125.00 | 3,375.00 |
| NG SHOP SUPPLIES | SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES   | 3            | 289.99   | 869.97T  |
| NG INSTALATION   | INSTALLATION LABOR CHARGE FOR ABOVE EQUIPMENT PER LATHROP POLICE DEPARTMENT SPEC  | 3            | 3,225.00 | 9,675.00 |
|                  | Sales Tax   |              | 7.75%    | 2,894.55 |
| Phone #          | (916) 423-5052  | <b>Total</b> |          |          |
| Web Site         | NEXTGENALPHAUPFITTING.NET   |              |          |          |

# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

# Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22231      |

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|--|
| Name / Address   |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item             | Description   | Qty          | Rate     | Total     |
|------------------|---|--------------|----------|-----------|
| NG ORDER         | 2020 CHEVY TAHOE K9 UNIT x3   |              |          |           |
| NG ORDER         | LIGHTING<br>EMPLB00K9Q-073 MPOWER LIGHTBAR RW<br>BW 54IN  | 3            | 2,395.00 | 7,185.00T |
| NG ORDER         | SOS MPOWER TRAFFIC ADVISOR AMBER  | 3            | 659.76   | 1,979.28T |
| SOS EMPS2SMS5RBW | mpower® 4" Fascia Light w/ Screw Mount, 18"<br>hard wire w/ sync option, SAE Class 1 & CA Title<br>13, 9-32   | 12           | 134.75   | 1,617.00T |
| SOS ENT2B3D      | Vdc, Black Housing, 18 LED, Tricolor -<br>Red/Blue/White - FRONT PUSH BUMPER<br>LIGHTS<br>Intersector Under Mirror Mount Light, 9-32 Vdc,<br>w/ 4-Wedges, Mounting Gasket & Hardware, 16<br>LEDs, Dual  | 3            | 192.75   | 578.25T   |
| SOS ENT2B3E      | Color - Red/White<br>Intersector Under Mirror Mount Light, 9-32 Vdc,<br>w/ 4-Wedges, Mounting Gasket & Hardware, 16<br>LEDs, Dual Color - Blue/White  | 3            | 192.75   | 578.25T   |
| SOS EMPS2SMS5RBW | mpower® 4" Fascia Light w/ Screw Mount, 18"<br>hard wire w/ sync option, SAE Class 1 & CA Title<br>13, 9-32   | 6            | 134.75   | 808.50T   |
| SOS EMPS2SMS5RBW | Vdc, Black Housing, 18 LED, - Red/Blue -<br>QUARTER PANEL LIGHTING<br>mpower® 4" Fascia Light w/ Screw Mount, 18"<br>hard wire w/ sync option, SAE Class 1 & CA Title<br>13, 9-32   | 6            | 134.75   | 808.50T   |
| SOS ELUC3H010J   | Vdc, Black Housing, 18 LED, - Red/Blue - REAR<br>LIC LIGHTS<br>Universal UnderCover Screw-In LED Insert Single<br>Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes<br>insert, Lens #1 (Extreme Angle) & Inline Flasher -<br>Dual Color Red/Blue - REAR TAIL LIGHT<br>STROBES | 6            | 92.49    | 554.94T   |
| MD HE-TL1        | White Auxiliary Lighting Pod - 1.5x3 Inch, 3 LED<br>- HATCH DOME LIGHT  | 6            | 48.95    | 293.70T   |
| MD HE-TL1R       | RED AUXILIARY LIGHTING POD - 1.5X3<br>INCH, 3 LED - HATCH DOME LIGHT  | 3            | 58.95    | 176.85T   |
| Phone #          | (916) 423-5052  | <b>Total</b> |          |           |
| Web Site         | NEXTGENALPHAUPFITTING.NET   |              |          |           |



# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

# Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22231      |

|  |
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| <b>Name / Address</b>  |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item             | Description  | Qty          | Rate     | Total     |
|------------------|--|--------------|----------|-----------|
| SOS EMPS2SMS5RBW | mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32<br>Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White - REAR HATCH WARNING LIGHTS                 | 6            | 134.75   | 808.50T   |
| WPS 36-53805     | PUSH BUMPER SETUP<br>Bumper Push Bar; Elite™ XD; Powder Coated; Black; Steel; 3 Inch Diameter; Without Wraparound Brush Guard; For Use With Optional Top Channel (Sold Separately); With Mounting Brackets | 3            | 696.00   | 2,088.00T |
| WPS 36-53805PB   | Bumper Guard; Elite™ XD; Powder Coated; Black; Steel; Requires Westin Public Safety Bumper Push Bar  | 3            | 525.00   | 1,575.00T |
| WPS 36-6015SMP2  | Bumper Push Bar Top Channel Cover; Elite; For Westin Elite Series Bumper Push Bar; With 2 Soundoff MR6 Code Light Mounting Holes; Powder Coated; Black; Steel  | 3            | 49.99    | 149.97T   |
| SOS ENGSA582RSP  | SIREN<br>500 series remote siren with button control, 10-16v   | 3            | 1,049.50 | 3,148.50T |
| SOS ETSS100J     | 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt   | 6            | 189.99   | 1,139.94T |
| TPS CC-WBOS-20   | CONSOLE<br>UNIVERSAL 20" WIDE-BODY CONSOLE WITH OPEN STORAGE   | 3            | 609.50   | 1,828.50T |
| TPS AC-TH15-WB   | 2015-20 Tahoe wide-body floor mount  | 3            | 0.00     | 0.00T     |
| NG ORDER         | TPS FP-SO500-R SOUNDOFF FACEPLATE  | 3            | 0.00     | 0.00T     |
| NG ORDER         | ICOM RADIO FACEPLATE F7520-11 - ONE PIECE RADIO  | 3            | 0.00     | 0.00T     |
| NG ORDER         | FP-DECORA 2" face plate w/ (1) AC duplex outlet cut-out. Includes duplex outlet.   | 3            | 39.99    | 119.97T   |
| TPS FP-BLNK2     | 2" BLANK FILLER PLATE  | 9            | 0.00     | 0.00T     |
| TPS FP-BLNK1     | 1" BLANK FILLER PLATE  | 6            | 0.00     | 0.00T     |
| TPS FP-USB-2DC   | 2" FACEPLATE DC OUTLET / USB CUTOUTS<br>ELECTRONICS INCLUDED   | 3            | 58.50    | 175.50T   |
| Phone #          | (916) 423-5052   | <b>Total</b> |          |           |
| Web Site         | NEXTGENALPHAUPFITTING.NET  |              |          |           |

# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

# Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22231      |

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| <b>Name / Address</b>  |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item                | Description  | Qty          | Rate     | Total     |
|---------------------|--|--------------|----------|-----------|
| TPS AC-INBHG        | INTERNAL DUAL BEVERAGE HOLDER  | 3            | 49.95    | 149.85T   |
| TPS AC-MCM1         | MICROPHONE CLIP PLATE AND CLIP ASSEMBLY  | 6            | 12.99    | 77.94T    |
| NG ORDER            | TPS CM-SDMT-SL-LED CONSOLE SIDE-MOUNT WITH ROTATING & EXTENDABLE SLIDE -ARM                                      | 3            | 435.00   | 1,305.00T |
| TPS AC-SIDARM-6     | 6" SIDE-MOUNT ARM REST   | 6            | 88.75    | 532.50T   |
| NG ORDER            | CENTER CONSOLE USB EXTENSION (OEM)   | 3            | 19.99    | 59.97T    |
| NG ORDER            | DOCKING STATION<br>GETAC S410 - DOCKING STATION MOUNT WITH POWER   | 3            | 1,295.00 | 3,885.00T |
| NG ORDER            | GETAC S410 DOCKING STATION POWER SUPPLY  | 3            | 189.99   | 569.97T   |
| TPS GM-SGL-MNT      | GUNLOCK<br>SINGLE WEAPON MOUNT   | 6            | 192.45   | 1,154.70T |
| TPS GM-B-SC1AR-BKT  | CLAMSHELL STYLE WEAPON LOCK BRACKET FOR AR STYLE RIFLES  | 3            | 58.00    | 174.00T   |
| TPS GM-B-OP-SC5-BKT | HANDCUFF STYLE WEAPON LOCK BRACKET WITH MORE PITCH FOR AR STYLE RIFLES WITH BOLT-ON ACCESSORIES                  | 3            | 69.00    | 207.00T   |
| NG ORDER            | SC 1 870 REMINGTON SHOTGUN LOCK  | 3            | 118.56   | 355.68T   |
| TPS SC6-2           | SC-6 UNIVERSAL RATCHETING GUNLOCK WITH #2 KEY  | 3            | 169.99   | 509.97T   |
| NG ORDER            | K9 SETUP<br>AA EZPF-TAH-15-CURRENT-AA E/Z RIDER<br>K9 INSERT WITH LED KIT, POWDER COATED AND WATER DISH INCLUDED | 3            | 3,245.00 | 9,735.00T |
| NG ORDER            | AK9 HA0FK10-P 10" FAN ACCESSORY  | 3            | 129.99   | 389.97T   |
| NG ORDER            | AK9 NGHP-5020 K9 HOT N POP PRO TEMP ALARM WITH DOOR POP AND WINDOW DROP  | 3            | 1,689.55 | 5,068.65T |
| NG SHIP IN          | SHIPPING IN COST FROM VENDOR   | 3            | 725.00   | 2,175.00  |
| NG CUSTOM           | CUSTOM MADE BRACKETS FOR REAR BOX MOUNT MODIFICATION IN ORDER TO WORK WITH K9 UNIT                               | 3            | 250.00   | 750.00T   |
| Phone #             | (916) 423-5052   | <b>Total</b> |          |           |
| Web Site            | NEXTGENALPHAUPFITTING.NET  |              |          |           |

# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

# Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22231      |

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|--|
| <b>Name / Address</b>  |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item             | Description   | Qty          | Rate     | Total     |
|------------------|---|--------------|----------|-----------|
| PG SS0008        | 2017-2020 Chevy Tahoe, Silverado(1500, 2500, & 3500) Chevy Suburban (1500 and 2500)   | 3            | 195.00   | 585.00T   |
| NG INSTALATION   | INSTALLATION OF K9 KENNEL AND HEAT ALARM SYSTEM WITH SAFESTOP UNIT  | 3            | 1,550.00 | 4,650.00  |
|                  | ACCESSORIES   |              |          |           |
| NG ORDER         | NG PAR46N LED SPOTLIGHT REPLACEMENT   | 6            | 245.00   | 1,470.00T |
| NG ORDER         | RADIO ANTENNA WHIP  | 3            | 66.85    | 200.55T   |
| TSO 78815        | 17 FT RG58 The Laird MB8U vehicle roof mount antenna installation hardware kit is for Motorola-style mobile antennas. 0 – 1000 MHz. This NMO mount is an all brass permanent mount for a 3/4 in hole. | 3            | 19.99    | 59.97T    |
| NG ORDER         | JD 425-3816 MAGNETIC MIC  | 6            | 44.95    | 269.70T   |
| NG ORDER         | NG7615 12V SOLENOID TIMER UNIT ADJUSTABLE   | 3            | 189.99   | 569.97T   |
| NG ORDER         | 100A WG AUTOMOTIVE 12V CIRCUIT BREAKER  | 3            | 32.49    | 97.47T    |
| BSS 5026         | ST Blade Fuse Block - 12 Circuits with Negative Bus and Cover   | 3            | 49.99    | 149.97T   |
| NG SHIP IN       | SHIPPING IN COST FROM VENDOR  | 3            | 325.00   | 975.00    |
| NG INSTALATION   | INSTALLATION OF CUSTOMER SUPPLIED MODEM, RADIO AND AXON SYSTEM(PRE-WIRE IF POSSIBLE)  | 3            | 1,125.00 | 3,375.00  |
| NG SHOP SUPPLIES | SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES   | 3            | 289.99   | 869.97T   |
| NG INSTALATION   | INSTALLATION LABOR CHARGE FOR ABOVE EQUIPMENT PER LATHROP POLICE DEPARTMENT SPEC  | 3            | 3,525.00 | 10,575.00 |
|                  | Sales Tax   |              | 7.75%    | 4,247.93  |
| Phone #          | (916) 423-5052  | <b>Total</b> |          |           |
| Web Site         | NEXTGENALPHAUPFITTING.NET   |              |          |           |

# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

## Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22228      |

|  |
|--|
| Name / Address   |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item             | Description  | Qty          | Rate     | Total     |
|------------------|--|--------------|----------|-----------|
|                  | 2018 CHEVY TAHOE - SPARE PATROL  |              |          |           |
| NG ORDER         | LIGHTING<br>EMPLB00K9Q-073 MPOWER LIGHTBAR RW<br>BW 54IN   | 1            | 2,395.00 | 2,395.00T |
| NG ORDER         | SOS MPOWER TRAFFIC ADVISOR AMBER   | 1            | 659.76   | 659.76T   |
| SOS EMPS2SMS5RBW | mpower® 4" Fascia Light w/ Screw Mount, 18"<br>hard wire w/ sync option, SAE Class 1 & CA Title<br>13, 9-32Vdc, Black Housing, 18 LED, Tricolor -<br>Red/Blue/White - FRONT PUSH BUMPER<br>LIGHTING  | 4            | 134.75   | 539.00T   |
| SOS ENT2B3D      | Intersector Under Mirror Mount Light, 9-32 Vdc,<br>w/ 4-Wedges, Mounting Gasket & Hardware, 16<br>LEDs, Dual<br>Color - Red/White  | 1            | 192.75   | 192.75T   |
| SOS ENT2B3E      | Intersector Under Mirror Mount Light, 9-32 Vdc,<br>w/ 4-Wedges, Mounting Gasket & Hardware, 16<br>LEDs, Dual Color - Blue/White  | 1            | 192.75   | 192.75T   |
| SOS EMPS2SMS5RBW | mpower® 4" Fascia Light w/ Screw Mount, 18"<br>hard wire w/ sync option, SAE Class 1 & CA Title<br>13, 9-32  | 2            | 134.75   | 269.50T   |
| SOS EMPS2SMS5RBW | Vdc, Black Housing, 18 LED, Tricolor -<br>Red/Blue/White - QUARTER PANEL LIGHTING<br>mpower® 4" Fascia Light w/ Screw Mount, 18"<br>hard wire w/ sync option, SAE Class 1 & CA Title<br>13, 9-32   | 2            | 134.75   | 269.50T   |
| SOS ELUC3H010J   | Vdc, Black Housing, 18 LED, Tricolor -<br>Red/Blue/White - REAR LIC LIGHTS<br>Universal UnderCover Screw-In LED Insert Single<br>Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes<br>insert, Lens #1 (Extreme Angle) & Inline Flasher -<br>Dual Color Red/Blue - REAR TAIL LIGHT<br>STROBES | 2            | 92.49    | 184.98T   |
| MD HE-TL1        | White Auxiliary Lighting Pod - 1.5x3 Inch, 3 LED<br>- HATCH DOME LIGHT   | 2            | 48.95    | 97.90T    |
| MD HE-TL1R       | RED AUXILIARY LIGHTING POD - 1.5X3<br>INCH, 3 LED - HATCH DOME LIGHT   | 1            | 58.95    | 58.95T    |
| Phone #          | (916) 423-5052   | <b>Total</b> |          |           |
| Web Site         | NEXTGENALPHAUPFITTING.NET  |              |          |           |

# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

# Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22228      |

|  |
|--|
| Name / Address   |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item             | Description  | Qty          | Rate     | Total     |
|------------------|--|--------------|----------|-----------|
| SOS EMPS2SMS5RBW | mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32<br>Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White - REAR HATCH WARNING LIGHTS                 | 2            | 134.75   | 269.50T   |
| WPS 36-53805     | PUSH BUMPER SETUP<br>Bumper Push Bar; Elite™ XD; Powder Coated; Black; Steel; 3 Inch Diameter; Without Wraparound Brush Guard; For Use With Optional Top Channel (Sold Separately); With Mounting Brackets | 1            | 696.00   | 696.00T   |
| WPS 36-53805PB   | Bumper Guard; Elite™ XD; Powder Coated; Black; Steel; Requires Westin Public Safety Bumper Push Bar  | 1            | 525.00   | 525.00T   |
| WPS 36-6015SMP2  | Bumper Push Bar Top Channel Cover; Elite; For Westin Elite Series Bumper Push Bar; With 2 Soundoff MR6 Code Light Mounting Holes; Powder Coated; Black; Steel  | 1            | 49.99    | 49.99T    |
| SOS ENGSA582RSP  | SIREN<br>500 series remote siren with button control, 10-16v   | 1            | 1,049.50 | 1,049.50T |
| SOS ETSS100J     | 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt   | 2            | 189.99   | 379.98T   |
| NG ORDER         | CONSOLE<br>TPS FP-SO500-R SOUNDOFF FACEPLATE   | 1            | 39.99    | 39.99T    |
| NG ORDER         | ICOM RADIO FACEPLATE   | 1            | 39.99    | 39.99T    |
| NG ORDER         | TP-DECORA 2" face plate w/ (1) AC duplex outlet cut-out. Includes duplex outlet  | 1            | 39.99    | 39.99T    |
| TPS FP-BLNK1     | 1" BLANK FILLER PLATE  | 2            | 12.99    | 25.98T    |
| TPS FP-BLNK2     | 2" BLANK FILLER PLATE  | 3            | 12.99    | 38.97T    |
| TPS FP-USB-2DC   | 2" FACEPLATE DC OUTLET / USB CUTOUTS<br>ELECTRONICS INCLUDED   | 1            | 58.50    | 58.50T    |
| TPS AC-INBHG     | INTERNAL DUAL BEVERAGE HOLDER  | 1            | 49.95    | 49.95T    |
| TPS AC-MCM1      | MICROPHONE CLIP PLATE AND CLIP ASSEMBLY  | 2            | 12.99    | 25.98T    |
| Phone #          | (916) 423-5052   | <b>Total</b> |          |           |
| Web Site         | NEXTGENALPHAUPFITTING.NET  |              |          |           |

# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

## Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22228      |

|  |
|--|
| Name / Address   |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item             | Description   | Qty          | Rate     | Total     |
|------------------|---|--------------|----------|-----------|
| NG ORDER         | TPS CM-SDMT-SL-LED CONSOLE<br>SIDE-MOUNT WITH ROTATING &<br>EXTENDABLE SLIDE -ARM   | 1            | 435.00   | 435.00T   |
| TPS AC-SIDEARM-6 | 6" SIDE-MOUNT ARM REST  | 2            | 88.75    | 177.50T   |
| NG ORDER         | CENTER CONSOLE USB EXTENSION (OEM)  | 1            | 19.99    | 19.99T    |
| NG ORDER         | DOCKING STATION<br>GETAC S410 - DOCKING STATION MOUNT<br>WITH POWER   | 1            | 1,295.00 | 1,295.00T |
| NG ORDER         | GETAC S410 DOCKING STATION POWER<br>SUPPLY  | 1            | 189.99   | 189.99T   |
| NG ORDER         | ACCESSORIES<br>NG PAR46N LED SPOTLIGHT REPLACEMENT  | 2            | 245.00   | 490.00T   |
| NG ORDER         | RADIO ANTENNA WHIP  | 1            | 66.85    | 66.85T    |
| TSO 78815        | 17 FT RG58 The Laird MB8U vehicle roof mount<br>antenna installation hardware kit is for<br>Motorola-style mobile antennas, 0 – 1000 MHz.<br>This NMO mount is an all brass permanent mount<br>for a 3/4 in hole. | 2            | 19.99    | 39.98T    |
| NG ORDER         | JD 425-3816 MAGNETIC MIC  | 2            | 44.95    | 89.90T    |
| NG ORDER         | NG7615 12V SOLENOID TIMER UNIT  | 1            | 189.99   | 189.99T   |
| NG ORDER         | ADJUSTABLE<br>100A WG AUTOMOTIVE 12V CIRCUIT<br>BREAKER   | 1            | 32.49    | 32.49T    |
| BSS 5026         | ST Blade Fuse Block - 12 Circuits with Negative<br>Bus and Cover  | 1            | 49.99    | 49.99T    |
| NG SHIP IN       | SHIPPING IN COST FROM VENDOR  | 1            | 325.00   | 325.00    |
| NG INSTALATION   | INSTALLATION OF CUSTOMER SUPPLIED<br>MODEM, RADIO AND AXON<br>SYSTEM(PRE-WIRE IF POSSIBLE)  | 1            | 1,125.00 | 1,125.00T |
| NG SHOP SUPPLIES | SHOP SUPPLIES - TO INCLUDE VEHICLE<br>UPFIT - BRACKETS, FUSES, CLAMPS, WIRES,<br>LOOM, MISC ACCESSORIES   | 1            | 289.99   | 289.99T   |
| NG INSTALATION   | INSTALLATION LABOR CHARGE FOR<br>ABOVE EQUIPMENT PER LATHROP POLICE<br>DEPARTMENT SPEC  | 1            | 3,825.00 | 3,825.00  |
|                  | Sales Tax   |              | 7.75%    | 979.68    |
| Phone #          | (916) 423-5052  | <b>Total</b> |          |           |
| Web Site         | NEXTGENALPHAUPFITTING.NET   |              |          |           |

# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

# Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22229      |

|  |
|--|
| Name / Address   |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item             | Description  | Qty          | Rate     | Total     |
|------------------|--|--------------|----------|-----------|
|                  | 2020 CHEVY TAHOE - WATCH COMMANDER<br>x2   |              |          |           |
| NG ORDER         | LIGHTING<br>EMPLB00K9Q-073 MPOWER LIGHTBAR RW<br>BW 54IN   | 2            | 2,395.00 | 4,790.00T |
| NG ORDER         | SOS MPOWER TRAFFIC ADVISOR AMBER   | 2            | 659.76   | 1,319.52T |
| SOS EMPS2SMS5RBW | mpower® 4" Fascia Light w/ Screw Mount, 18"<br>hard wire w/ sync option, SAE Class 1 & CA Title<br>13, 9-32Vdc, Black Housing, 18 LED, Tricolor -<br>Red/Blue/White - FRONT PUSH BUMPER<br>LIGHTING  | 8            | 134.75   | 1,078.00T |
| SOS ENT2B3D      | Intersector Under Mirror Mount Light, 9-32 Vdc,<br>w/ 4-Wedges, Mounting Gasket & Hardware, 16<br>LEDs, Dual<br>Color - Red/White  | 2            | 192.75   | 385.50T   |
| SOS ENT2B3E      | Intersector Under Mirror Mount Light, 9-32 Vdc,<br>w/ 4-Wedges, Mounting Gasket & Hardware, 16<br>LEDs, Dual Color - Blue/White  | 2            | 192.75   | 385.50T   |
| SOS EMPS2SMS5RBW | mpower® 4" Fascia Light w/ Screw Mount, 18"<br>hard wire w/ sync option, SAE Class 1 & CA Title<br>13, 9-32  | 4            | 134.75   | 539.00T   |
| SOS EMPS2SMS5RBW | Vdc, Black Housing, 18 LED, Tricolor -<br>Red/Blue/White - QUARTER PANEL LIGHTING<br>mpower® 4" Fascia Light w/ Screw Mount, 18"<br>hard wire w/ sync option, SAE Class 1 & CA Title<br>13, 9-32   | 4            | 134.75   | 539.00T   |
| SOS ELUC3H010J   | Vdc, Black Housing, 18 LED, Tricolor -<br>Red/Blue/White - REAR LIC LIGHTS<br>Universal UnderCover Screw-In LED Insert Single<br>Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes<br>insert, Lens #1 (Extreme Angle) & Inline Flasher –<br>Dual Color Red/Blue - REAR TAIL LIGHT<br>STROBES | 4            | 92.49    | 369.96T   |
| MD HE-TL1        | White Auxiliary Lighting Pod - 1.5x3 Inch, 3 LED<br>- HATCH DOME LIGHT   | 4            | 48.95    | 195.80T   |
| MD HE-TL1R       | RED AUXILIARY LIGHTING POD - 1.5X3<br>INCH, 3 LED - HATCH DOME LIGHT   | 2            | 58.95    | 117.90T   |
| Phone #          | (916) 423-5052   | <b>Total</b> |          |           |
| Web Site         | NEXTGENALPHAUPFITTING.NET  |              |          |           |

# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

## Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22229      |

|  |
|--|
| Name / Address   |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item             | Description  | Qty          | Rate     | Total     |
|------------------|--|--------------|----------|-----------|
| SOS EMPS2SMS5RBW | mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32<br>Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White - REAR HATCH WARNING LIGHTS                 | 4            | 134.75   | 539.00T   |
| WPS 36-53805     | PUSH BUMPER SETUP<br>Bumper Push Bar; Elite™ XD; Powder Coated; Black; Steel; 3 Inch Diameter; Without Wraparound Brush Guard; For Use With Optional Top Channel (Sold Separately); With Mounting Brackets | 2            | 696.00   | 1,392.00T |
| WPS 36-53805PB   | Bumper Guard; Elite™ XD; Powder Coated; Black; Steel; Requires Westin Public Safety Bumper Push Bar  | 2            | 525.00   | 1,050.00T |
| WPS 36-6015SMP2  | Bumper Push Bar Top Channel Cover; Elite; For Westin Elite Series Bumper Push Bar; With 2 Soundoff MR6 Code Light Mounting Holes; Powder Coated; Black; Steel  | 2            | 49.99    | 99.98T    |
| SOS ENGSA582RSP  | SIREN<br>500 series remote siren with button control, 10-16v   | 2            | 1,049.50 | 2,099.00T |
| SOS ETSS100J     | 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt   | 4            | 189.99   | 759.96T   |
| TPS CC-WBOS-20   | CONSOLE<br>UNIVERSAL 20" WIDE-BODY CONSOLE WITH OPEN STORAGE   | 2            | 609.50   | 1,219.00T |
| TPS AC-TH15-WB   | 2015-20 Tahoe wide-body floor mount  | 2            | 0.00     | 0.00T     |
| NG ORDER         | TPS FP-SO500-R SOUNDOFF FACEPLATE  | 2            | 0.00     | 0.00T     |
| NG ORDER         | ICOM RADIO FACEPLATE   | 2            | 0.00     | 0.00T     |
| NG ORDER         | FP-DECORA 2" face plate w/ (1) AC duplex outlet cut-out. Includes duplex outlet  | 2            | 39.99    | 79.98T    |
| TPS FP-BLNK1     | 1" BLANK FILLER PLATE  | 4            | 0.00     | 0.00T     |
| TPS FP-BLNK2     | 2" BLANK FILLER PLATE  | 6            | 0.00     | 0.00T     |
| TPS FP-USB-2DC   | 2" FACEPLATE DC OUTLET / USB CUTOUTS   | 2            | 58.50    | 117.00T   |
| TPS AC-INBHG     | ELECTRONICS INCLUDED<br>INTERNAL DUAL BEVERAGE HOLDER  | 2            | 49.95    | 99.90T    |
| Phone #          | (916) 423-5052   | <b>Total</b> |          |           |
| Web Site         | NEXTGENALPHAUPFITTING.NET  |              |          |           |



# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

# Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22229      |

|  |
|--|
| Name / Address   |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item               | Description  | Qty          | Rate     | Total      |
|--------------------|--|--------------|----------|------------|
| TPS AC-MCM1        | MICROPHONE CLIP PLATE AND CLIP ASSEMBLY  | 4            | 12.99    | 51.96T     |
| NG ORDER           | TPS CM-SDMT-SL-LED CONSOLE SIDE-MOUNT WITH ROTATING & EXTENDABLE SLIDE -ARM            | 2            | 435.00   | 870.00T    |
| TPS AC-SIDEARM-6   | 6" SIDE-MOUNT ARM REST   | 2            | 88.75    | 177.50T    |
| NG ORDER           | CENTER CONSOLE USB EXTENSION (OEM)   | 2            | 19.99    | 39.98T     |
| TPS GM-SGL-MNT     | OVERHEARD GUNLOCK SINGLE WEAPON MOUNT  | 2            | 192.45   | 384.90T    |
| TPS GM-B-SC1AR-BKT | CLAMSHELL STYLE WEAPON LOCK BRACKET FOR AR STYLE RIFLES                                | 2            | 58.00    | 116.00T    |
| TPS SC6-2          | SC-6 UNIVERSAL RATCHETING GUNLOCK WITH #2 KEY  | 2            | 169.99   | 339.98T    |
| NG INSTALATION     | CUSTOM OVERHEAD GUNLOCK MOUNTING   | 2            | 350.00   | 700.00     |
| NG ORDER           | DOCKING STATION GETAC S410 - DOCKING STATION MOUNT WITH POWER                          | 4            | 1,295.00 | 5,180.00T  |
| NG ORDER           | GETAC S410 DOCKING STATION POWER SUPPLY  | 4            | 189.99   | 759.96T    |
| NG ORDER           | TROY REAR COMMAND TPS AS-CP-2D7-MD-GB48-PB - REAR                                      | 2            | 5,985.00 | 11,970.00T |
| NG ORDER           | COMMAND BOX PER LATHROP TROY SPEC  | 2            | 715.50   | 1,431.00T  |
| NG ORDER           | TPS CP-FSWB-MFD REAR MAP BOARD POP UP  | 2            | 475.00   | 950.00T    |
| NG ORDER           | TPS CM-DH-SLDK-LED REAR COMPUTER SLIDE MOUNT   | 2            | 475.00   | 950.00T    |
| NG ORDER           | 2000w power inverter   | 2            | 259.99   | 519.98T    |
| NG ORDER           | ICOM RADIO FACEPLATE   | 2            | 39.99    | 79.98T     |
| TPS FP-BLNK2       | 2" BLANK FILLER PLATE  | 2            | 12.99    | 25.98T     |
| NG ORDER           | AC POWER ACCESSORIES AND REAR PLATES   | 2            | 125.00   | 250.00T    |
| NG INSTALATION     | REAR COMMAND BOX INSTALLATION WITH POWER ACCESSORIES WITH DOCKING STATION AND MOUNTING | 2            | 825.00   | 1,650.00   |
| Phone #            | (916) 423-5052   | <b>Total</b> |          |            |
| Web Site           | NEXTGENALPHAUPFITTING.NET  |              |          |            |

# NextGen Alpha Upfitting

8400 Carbide Ct Suite A  
Sacramento CA 95828

## Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/5/2022 | 22229      |

|  |
|--|
| Name / Address   |
| Lathrop Pd<br>940 River Islands Parkway,<br>Lathrop CA 95330 |

Estimate good for 30 days.

| Item             | Description   | Qty          | Rate     | Total     |
|------------------|---|--------------|----------|-----------|
| NG CUSTOM        | REAR ELECTRONICS COVER PLATE AND BRACKETS   | 2            | 250.00   | 500.00T   |
| NG ORDER         | ACCESSORIES   |              |          |           |
| NG ORDER         | NG PAR46N LED SPOTLIGHT REPLACEMENT   | 4            | 245.00   | 980.00T   |
| NG ORDER         | RADIO ANTENNA WHIP  | 2            | 66.85    | 133.70T   |
| TSO 78815        | 17 FT RG58 The Laird MB8U vehicle roof mount antenna installation hardware kit is for Motorola-style mobile antennas, 0 – 1000 MHz. This NMO mount is an all brass permanent mount for a 3/4 in hole. | 4            | 19.99    | 79.96T    |
| NG ORDER         | JD 425-3816 MAGNETIC MIC  | 4            | 44.95    | 179.80T   |
| NG ORDER         | NG7615 12V SOLENOID TIMER UNIT ADJUSTABLE   | 2            | 189.99   | 379.98T   |
| NG ORDER         | 100A WG AUTOMOTIVE 12V CIRCUIT BREAKER  | 2            | 32.49    | 64.98T    |
| BSS 5026         | ST Blade Fuse Block - 12 Circuits with Negative Bus and Cover   | 2            | 49.99    | 99.98T    |
| NG SHIP IN       | SHIPPING IN COST FROM VENDOR  | 2            | 525.00   | 1,050.00  |
| NG INSTALATION   | INSTALLATION OF CUSTOMER SUPPLIED MODEM, RADIO AND AXON SYSTEM(PRE-WIRE IF POSSIBLE)  | 2            | 1,125.00 | 2,250.00T |
| NG SHOP SUPPLIES | SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES   | 2            | 350.00   | 700.00T   |
| NG INSTALATION   | INSTALLATION LABOR CHARGE FOR ABOVE EQUIPMENT PER LATHROP POLICE DEPARTMENT SPEC  | 2            | 3,525.00 | 7,050.00  |
|                  | REAR TAHOE OEM SEATS NEEDED   |              |          |           |
|                  | Sales Tax   |              | 7.75%    | 3,541.10  |
| Phone #          | (916) 423-5052  | <b>Total</b> |          |           |
| Web Site         | NEXTGENALPHAUPFITTING.NET   |              |          |           |

## ITEM 4.9

### **CITY MANAGER'S REPORT SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVE A COMMUNITY WORKFORCE AND TRAINING AGREEMENT WITH THE SAN JOAQUIN BUILDING AND CONSTRUCTION TRADES COUNCIL FOR THE CORPORATION YARD AND EVIDENCE FACILITY RETROFIT PROJECT, GG 21-13**

**RECOMMENDATION: Adopt Resolution Approving a Community Workforce and Training Agreement with the San Joaquin Building and Construction Trades Council, for the Corporation Yard and Evidence Facility Retrofit Project, GG 21-13**

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#### **SUMMARY:**

A Community Workforce and Training Agreement (CWTA), also known as a Project Labor Agreement (PLA), is an agreement between a public agency and local labor organizations for specific construction projects. Contractors performing work on designated projects are legally bound by the CWTA, which sets standards for worker pay and benefits, work conditions, employment protections, goals and targets for hiring, and incorporation of community needs and interests. CWTAs may vary between jurisdictions and unions involved. Still, most include guarantees of no-strikes or lockouts, alternative dispute resolution procedures, and hiring through a union referral systems or by utilizing apprenticeship programs.

Tonight, staff requests the City Council:

- Approve the attached CWTA (Attachment B) for the Corporation Yard and Evidence Facility Retrofit Project, Capital Improvement Project GG 21-13. The term of the CWTA shall apply until the completion of the project as set forth in the bid document, and Sections 1.2 and 2.2 of the CWTA.
- If approved, authorize the City Manager or designee to execute the agreement and accept any minor modifications to the agreement as approved by the City Attorney and negotiated by the City Manager during the term of the CWTA.

#### **BACKGROUND:**

The goal of the CWTA is to develop opportunities for qualified locally hired individuals and veterans for the construction of various Public Works related Capital Improvement Projects (CIPs). Additionally, the aim is to facilitate training and employment for local students and veterans in the construction industry and trades through apprenticeships and to encourage the efficiency of construction operations performed by public works departments in local agencies.

**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING  
APPROVE A COMMUNITY WORKFORCE AND TRAINING AGREEMENT WITH  
THE SAN JOAQUIN BUILDING AND CONSTRUCTION TRADES COUNCIL**

In addition, the CWTA intends to reconcile labor disputes and to resolve grievances without the need for labor stoppages (i.e., strikes), which serves the public interest and leads to the orderly completion of construction projects.

Furthermore, the CWTA aims to place high priority on the development of comprehensive programs for the recruitment, training and employment of community members, local area residents and military veterans, and to recognize the ability of local apprentice readiness programs and apprenticeship programs to provide meaningful and sustainable career pathways to careers in the construction industry.

Staff proposes Council approve the proposed CWTA for the Corporation Yard and Evidence Facility Retrofit Project, GG 21-13. The project under the CWTA will comply with all other state regulations per the Public Contracts Code (PCC) and will be subject to prevailing wage requirements. The prevailing wages are determined by the Department of Industrial Relations (DIR) according to the type of work and project location.

Some of the key provisions of the proposed CWTA for the project include:

- Effective date of agreement is upon Council approval and the duration of the term is until the completion of the project as set forth in the bid documents.
- Priority hiring for local area residents and military veterans, and the ability to provide local apprentice readiness programs and apprenticeship programs to provide meaningful and sustainable career pathways to careers in the construction industry.
- This CWTA will be applicable for the Corporation Yard and Evidence Facility Retrofit Project, GG 21-13.
- The CWTA project is still subject to competitive bidding and the requirement to pay prevailing wages.
- Contractors recognize the Trades Council and the Unions as the sole and exclusive bargaining representative for the craft employees engaged in project work, and contractors further recognize that the Unions shall be the primary source of craft labor employed on the project work.
- Workers of various skills, which are required in the performance of the designated construction work, will be represented by the Unions signatory to this agreement and employed by contractors and subcontractors who are also signatory to this agreement.
- In the interest of the public, the City, the Unions, and the Contractors/Employers agree to manage the construction project in an orderly

**CITY MANAGER'S REPORT** **PAGE 3**  
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manner without disruption (i.e. strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work).

- Contractors/Employers and the Unions will mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project and encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist among the parties to this CWTA.

**FISCAL IMPACT:**

City staff will administer the CWTA. The administration cost of the CWTA is approximately the equivalent of 2.5 percent of contract cost for the designated project.

**ATTACHMENTS:**

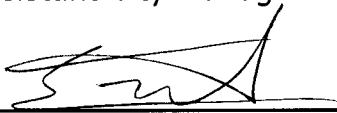
- A. Resolution Approving a Community Workforce and Training Agreement with the San Joaquin Building and Construction Trades Council, for the Corporation Yard and Evidence Facility Retrofit Project, GG 21-13
- B. Community Workforce and Training Agreement for the Corporation Yard and Evidence Facility Retrofit Project

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**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
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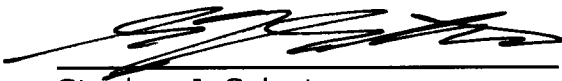
**APPROVALS:**

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

9.6.2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

9.6.2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.6.22  
\_\_\_\_\_  
Date

## RESOLUTION NO. 22-

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A COMMUNITY WORKFORCE AND TRAINING AGREEMENT WITH THE SAN JOAQUIN BUILDING AND CONSTRUCTION TRADES COUNCIL, FOR THE CORPORATION YARD AND EVIDENCE FACILITY RETROFIT PROJECT, GG 21-13**

**WHEREAS**, the Community Workforce and Training Agreement (CWTA), also known as a Project Labor Agreement (PLA), is an agreement between a public agency and local labor organizations for a specific construction project; and

**WHEREAS**, Contractors performing work on designated projects are legally bound by the CWTA, which sets standards for worker pay and benefits, work conditions, employment protections, goals and targets for hiring, and incorporation of community needs and interests; and

**WHEREAS**, CWTAs may vary between jurisdictions and unions involved. Still, most include guarantees of no-strikes or lockouts, alternative dispute resolution procedures, and hiring through a union referral systems or by utilizing apprenticeship programs; and

**WHEREAS**, the CWTA aims to promote efforts and to increase employment opportunities for local residents and surrounding communities as well as facilitate training and employment for local students, veterans in the construction industry and trades through apprenticeships and encourage the efficiency of the construction project performed by public works department; and

**WHEREAS**, the CWTA intends to reconcile any labor disputes and resolve grievances without the need for labor stoppages (i.e., strikes), which serves the public interest and leads to the orderly completion of the construction project; and

**WHEREAS**, tonight, staff requests the Council:

- Approve the attached CWTA (Attachment "B" of the City's Manager Report, dated September 12, 2022) for the Corporation Yard and Evidence Facility Retrofit Project, Capital Improvement Project GG 21-13. The term of the CWTA shall apply until the completion of the project as set forth in the bid documents, and Sections 1.2 and 2.2 of the CWTA; and
- If approved, authorize the City Manager or designee to execute the agreement and accept any minor modifications to the agreement as approved by the City Attorney and negotiated by the City Manager during the term of the CWTA; and

**WHEREAS**, City staff will administer the CWTA. The administration cost of the CWTA is approximately the equivalent of 2.5 percent of contract cost for the designated project; and

- Contractors recognize the Trades Council and the Unions as the sole and exclusive bargaining representative for the craft employees engaged in project work, and contractors further recognize that the Unions shall be the primary source of craft labor employed on the project work.
- Workers of various skills, which are required in the performance of the designated construction work, will be represented by the Unions signatory to this agreement and employed by contractors and subcontractors who are also signatory to this agreement.
- In the interest of the public, the City, the Unions, and the Contractors/Employers agree to manage the construction project in an orderly manner without disruption (i.e. strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work).
- Contractors/Employers and the Unions will mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project and encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist among the parties to this CWTA.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop hereby authorize the City Manager or designee to execute the agreement and accept any minor modifications to the agreement as approved by the City Attorney and negotiated by the City Manager during the term of the CWTA.



The foregoing resolution was passed and adopted this 12<sup>th</sup> day of September 2022, 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  
COMMUNITY WORKFORCE AND TRAINING AGREEMENT**

**CORPORATION YARD AND EVIDENCE FACILITY RETROFIT PROJECT**

**INTRODUCTION/FINDINGS**

This Agreement is entered into this **12<sup>th</sup> day of September 2022**, by and between the City of Lathrop (“City”), together with its contractors and subcontractors of all tiers who shall become signatory to this Agreement by executing an “Agreement to be Bound” (Addendum A) (“Contractor(s)/Employer(s)”), and the San Joaquin Building and Construction Trades Council (“Council”), together with its affiliated local Unions who have executed this Agreement (“Union(s)”).

The purpose of this Agreement is to promote the efficiency of construction operations for the City of Lathrop through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.

**WHEREAS**, the timely and successful completion of the Project is of the utmost importance to meet the needs of the City and avoid increased costs resulting from delays in construction; and

**WHEREAS**, large numbers of workers of various skills will be required in the performance of the construction work and will be represented by the Unions signatory to this Agreement and employed by contractors and subcontractors who are also signatory to this Agreement; and

**WHEREAS**, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

**WHEREAS**, it is recognized that on a project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption may be substantial without an overriding commitment to maintain continuity of work; and

**WHEREAS**, the interests of the general public, the City, the Unions, and the Contractors/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

**WHEREAS**, the Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project and to encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

**WHEREAS**, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if Union and non-union workers of different employers were to work side by side on the Project, potentially leading to labor disputes that could delay completion of the Project; and

**WHEREAS**, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractors/Employers and the Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event the provisions of this Agreement shall prevail; and

**WHEREAS**, the City places high priority upon the development of comprehensive programs for the recruitment, training and employment of community members, local area residents and military veterans, and recognizes the ability of local apprentice readiness programs and apprenticeship programs to provide meaningful and sustainable career pathways to careers in the construction industry; and

**WHEREAS**, the Project will be awarded in accordance with the applicable provisions of the California State Public Contract Code and all state, local and federal laws; and

**WHEREAS**, the parties to this Agreement pledge their full good faith and trust to work toward the mutually satisfactory completion of the Project.

**NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:**

**ARTICLE I**  
**DEFINITIONS**

1.1 “Agreement” means this Community Workforce and Training Agreement (“CTWA”).

1.2 “Agreement To Be Bound” means the agreement (attached hereto as **Addendum A**) that shall be executed by each and every Contractor/Employer as a condition of working on the Project.

1.3 “City” means the City of Lathrop and its City Council, officers, agents and employees, including managerial personnel.

1.4 “Completion” means that point at which there is Final Acceptance by the City of a Construction Contract and the City has filed a Notice of Completion. For purposes of this definition, “Final Acceptance” means that point in time at which the City has determined upon final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the City has executed a written acceptance of the work.

1.5 “Construction Contract” means the public works or improvement contract(s) (including design-bid, design-build, lease-leaseback or other contracts under which construction of the Project is done) awarded by the City that are necessary to complete the Project.

1.6 “Contractor(s)/Employer(s)” or “Contractor(s)” or “Employer(s)” means any individual, firm, partnership or corporation (including the prime contractor, general contractor, construction manager, project manager, design-build entity, lease-leaseback entity or equivalent entity), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and enters into a contract with the City with respect to the construction of any part of the Project, under contract terms and conditions that are approved by the City and that incorporate this Agreement, and all contractors and subcontractors of any tier.

1.7 “Council” means the San Joaquin Building and Construction Trades Council.

1.8 “Master Agreement” or “Schedule A” means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

1.9 “Project” means the City’s Corporation Yard and Evidence Facility Retrofit Project. All Construction Contracts required to complete the Project shall be covered by this Agreement. The City and the Council may mutually agree in writing to add additional projects or components to be covered by this Agreement.

1.10 “Project Manager” means the person(s) or entity(ies) designated by the City to oversee all phases of construction on the Project and the implementation of this Agreement.

1.11 “Union” or “Unions” means the San Joaquin Building and Construction Trades Council and its affiliated Unions signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations, whose names are subscribed hereto and who have through their officers executed this Agreement.

## **ARTICLE II** **SCOPE OF AGREEMENT**

2.1 **Parties:** This Agreement applies to and is limited to all Contractors/Employers performing Construction Contracts for the Project (including subcontractors at any tier), and their successors and assigns, the City, the Council and the Unions signatory to this Agreement.

2.2 **Applicability:** This Agreement governs all Construction Contracts awarded for the Project. For purposes of this Agreement, Construction Contracts shall be considered Completed as set forth in Section 1.4, except when the City directs a Contractor to engage in repairs, warranty work, modifications or punch list work under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.

2.3 **Covered Work:** This Agreement covers, without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting, or repair of buildings, structures and other works, and related activities for the Project, that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, soils and materials testing and inspection, temporary HVAC, landscaping and temporary

fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, modular furniture installation, and final clean-up. Covered Work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed to supply materials to the Project.

2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by City employees.

2.3.2 This Agreement covers all on-site fabrication work over which the City, Contractor(s)/Employer(s), or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). This Agreement also covers any off-site work, including fabrication necessary for the Project, that is traditionally performed by any of the Unions and that is directly or indirectly part of the Project, provided such work is covered by a Master Agreement or local addenda to a national agreement of the applicable Union(s).

2.3.3 Except for the delivery of supplies, equipment or materials that are stockpiled for later use, this Agreement covers all construction trucking work, including the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, material and/or mud. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) days of written request or as required by the bid specifications.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XIV and XV of this Agreement shall apply to such work.

2.4 Exclusions: The following shall be excluded from the scope of this Agreement.

2.4.1 This Agreement shall not apply to a Contractor/Employer's non-construction craft executives, managerial employees, supervisors above the level of general foreman (except those covered by existing Master Agreements), and administrative personnel.

2.4.2 This Agreement shall not apply to any non-Project work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city, or other governmental bodies or their contractors. Work performed by public or private utilities, including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building, shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main

point of entry that is inside the property line that provides for access to the building via a conduit or series of conduits shall be Covered Work.

2.4.3 This Agreement shall not apply to off-site maintenance of leased equipment and on-site supervision of such work.

2.4.4 This Agreement shall not apply to any work performed with the City's own forces as permitted by the Public Contract Code.

2.5 Award of Contracts: It is understood and agreed that the City has the right to select any qualified bidder for the award of Construction Contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for the Project. A copy of all invitations to bid shall be provided to the Council at time of issuance.

### **ARTICLE III** **EFFECT OF AGREEMENT**

3.1 By executing this Agreement, the Council, the Unions and the City agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract for the Project, whether as a Contractor or subcontractor thereunder, all Contractors/Employers agree to be bound by each and every provision of this Agreement and agree to evidence their acceptance prior to the commencement of work by executing the **Agreement to be Bound** in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to agree in writing, by executing the Agreement to be Bound, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the Agreement to be Bound, then such subcontractor shall not be awarded a Construction Contract for the Project.

3.4 This Agreement shall only be binding on the signatory parties hereto and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor/Employer shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Master Agreement. Any dispute between the Union(s) and the Contractor(s)/Employer(s) with respect to compliance with the terms of this Agreement shall not affect the rights, liabilities, obligations and duties between the Union(s) and other Contractor(s)/Employer(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a Union signatory to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union shall not affect the rights, liabilities, obligations and duties between the Contractor(s)/Employer(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including the Schedule As incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement is inconsistent with a Schedule A, the provisions of this Agreement shall prevail. Where a provision of a Schedule A is not inconsistent with this Agreement, the provision of the Schedule A shall apply.

**ARTICLE IV**  
**WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS**

4.1. The Unions, the City, and the Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the City because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other City projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract and the Union or Contractor/Employer gives notice of a demand for a new or modified Master Agreement, the Union agrees that it will not strike on work covered by this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on the Project during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City and the Contractor/Employer three (3) business days' notice when nonpayment of trust fund contributions has occurred, and one (1) business day's notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor/Employer's or their subcontractor's workforce, during which time the Contractor/Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer

who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 Notification: If the City contends that any Union has violated this Article, it will so notify, in writing, the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article. A Union complying with this obligation shall not be held responsible for unauthorized acts of employees it represents.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred.

4.2.1 A party invoking this procedure shall notify David Weinberg, as the permanent arbitrator, or Robert Hirsch, as the alternate arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, the parties shall select the arbitrator from the list in Section 14.4. Notice to the arbitrator shall be by the most expeditious means available, with notice by email and telephone to the City and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the permanent arbitrator named above, or the alternate if the permanent arbitrator is not available, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by email and telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article fail to comply with an arbitrator's award to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.



4.2.5 Such award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

4.2.8 Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

**ARTICLE V**  
**MARK-UP MEETINGS**

5.1 Timing: The Project Manager shall convene and conduct, at a location and time mutually agreeable to the Council, a pre-job conference or "mark-up meeting" with the Unions and with representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and to discuss in detail the scope of work and the other issues set forth below, at least fourteen (14) calendar days prior to:

- (a) The commencement of any Project work, and
- (b) The commencement of Project work on each subsequently awarded Construction Contract.

5.2 The mark up meeting shall be attended by a representative of each participating Contractor and each affected Union, and the Council and City may attend at their discretion.

5.3 The mark up meeting shall include but not be limited to the following subjects:

- (a) A listing of each Contractor's scope of work;
- (b) The craft assignments;
- (c) The estimated number of craft workers required to perform the work;
- (d) Transportation arrangements;
- (e) The estimated start and completion dates of the work; and
- (f) Discussion of pre-fabricated materials.

5.4 Review Meetings: In order to ensure the terms of this Agreement are being fulfilled and all concerns pertaining to the City, the Unions, and the Contractors are addressed, the Project Manager, General Contractor, and senior executive of the Council, or designated representatives thereof, shall meet on a periodic basis during the term of Project construction. The City and the Council shall have the right to call a meeting of the appropriate parties to ensure the terms of this Agreement are being fulfilled.

## **ARTICLE VI** **NO DISCRIMINATION**

6.1 The Contractors/Employers and the Unions agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project.

## **ARTICLE VII** **UNION SECURITY**

7.1 The Contractors/Employers recognize the Unions as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 The Contractors/Employers shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. This Agreement does not require any employee of a non-union Contractor/Employer to join a Union or to pay dues or fees to a Union as a condition of performing work for the Project; however, nothing in this Article is intended to supersede the requirements of the applicable Master Agreements as to Contractors/Employers signatory to such Master Agreements and as to employees of those Contractors/Employers who are performing Covered Work.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed for the Project.

## **ARTICLE VIII** **REFERRAL**

8.1 Contractor(s)/Employer(s) performing construction work for the Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s) (unless such craft construction employee is covered by an existing Master Agreement).

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the

Contractor/Employer, the Contractor/Employer shall be free to obtain the worker(s) from any source. A Contractor/Employer who hires a worker(s) to perform Covered Work for the Project pursuant to this section shall immediately provide the appropriate Union with the name and address of such worker(s) and shall immediately refer such worker(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

## **ARTICLE IX** **WAGES AND BENEFITS**

9.1 The Contractors/Employers agree to pay contributions to the vacation, pension and/or other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the Master Agreement(s) of the applicable local Union(s).

9.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements described in Section 9.1, which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if made by the Contractors/Employers. The Contractors/Employers agree to execute a separate subscription agreement(s) when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective craft, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

9.4 Holidays: Holidays shall be as set forth in the applicable Master Agreement.

## **ARTICLE X** **APPRENTICES**

10.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractors/Employers shall employ apprentices from state-approved Joint Labor-Management Apprenticeship Programs in the respective crafts to perform such work as is within their capabilities and that is customarily performed by the craft in which they are indentured.

10.2 The apprentice ratios will be in compliance with the provisions of the California Labor Code and the applicable state prevailing wage determination.

10.3 Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft, provided they are properly supervised.

**ARTICLE XI**  
**LOCAL HIRE AND WORKFORCE DEVELOPMENT PROGRAM**

11.1 The objective of the City in creating this Local Hire and Workforce Development Program is to enhance and encourage employment opportunities for Lathrop residents and to enable effective construction career pathways for Local Area Residents through state-approved Joint Labor-Management Apprenticeship Programs. To that end, as part of the Agreement, the City establishes goals for the hiring, training and retention of Local Area Residents.

11.2 Local Hire: The City establishes the following Local Hire goals and commitments.

11.2.1 The parties agree to make a good faith effort to refer on a priority basis, consistent with the non-discriminatory referral procedures of the applicable Union hiring hall, qualified and available Local Area Residents for Project work. The parties agree to a goal that City residents shall perform a minimum of fifty percent (50%) of the hours worked on the Project by the Contractors' total construction workforce. In the event that a sufficient number of City residents are not available to fulfill the fifty percent (50%) local hire requirement, the next tier of residents shall come from anywhere in San Joaquin County. The Contractor(s) shall make good faith efforts to reach this goal through the utilization of the Unions' hiring hall procedures. The Unions shall exercise their best efforts in the recruitment and training of City residents and in utilizing their hiring hall procedures to facilitate this goal.

11.2.2 The parties also recognize and support the City's commitment to provide opportunities for participation on the Project to businesses located in the City of Lathrop. In furtherance of this commitment, the parties agree that Contractors who are not signatory to a Master Agreement but who have their principal place of business in the City may utilize their "core" employees as follows.

The Contractor may request by name, and the local Union will honor, referral of the Contractor's "core" employees who have applied to the local Union for Project work, and who demonstrate the following qualifications:

- i. possess any license required by state or federal law for the Project work to be performed;
- ii. have worked a total of at least two thousand (2,000) hours in the construction craft during the prior two (2) years;
- iii. were on the Contractor's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award;
- iv. have the ability to perform safely the basic functions of the applicable trade; and
- v. are City residents.

The Union will refer to such Contractor one journeyperson employee from the hiring hall out-of-work list for the affected trade or craft, and then will refer one of such Contractor's "core" employees as a journeyperson, and shall repeat the process, one and one, until such Contractor's crew requirements have been met or until such Contractor has hired five (5) "core" employees,

whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work, the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall, be reduced in the same ratio of "core" employees to hiring hall referrals as was applied in the initial hiring.

The Contractor shall notify the appropriate Union of the name and social security number of each "core" employee and each "core" employee shall register with the Union's hiring hall and comply with Article VII before commencing Project work. If there is any question regarding an employee's eligibility, the City, at a Union's request, shall obtain satisfactory proof of such from the Contractor.

### 11.3 Workforce Development Program:

11.3.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor(s)/Employer(s) shall employ apprentices enrolled in a state-approved Joint Labor-Management Apprenticeship Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

11.3.2 The parties agree to a goal that fifty percent (50%) of apprentices employed on the Project shall be residents of the City or other Local Area Residents. If sufficient numbers of City residents are not available, then a good faith effort will be made to utilize residents of San Joaquin County. All apprentices referred to Contractors under this Agreement shall be enrolled in state-approved Joint Labor-Management Apprenticeship Programs. Subject to any legal restrictions, the parties agree to a goal that apprentices will perform twenty percent (20%) of the total craft hours worked on the Project unless an applicable Master Agreement provides for a greater percentage. The Unions agree to cooperate with the Contractors in furnishing apprentices as requested and they shall be properly supervised and paid in accordance with the provisions of the applicable Master Agreement.

11.3.3 The Contractors and Unions shall make good faith efforts to reach the apprenticeship goals set forth in this Section 11.3 through the utilization of normal hiring hall and apprentice procedures and, when appropriate, the identification of potentially qualified apprentices through community-based organizations working in collaboration with the apprentice programs. The Unions are committed to working with the Contractors and community based organizations to achieve these goals. At least annually, the Unions and the City will each conduct a Community Career Fair to provide at-risk youth, veterans and others an opportunity to learn about each craft and the process for entering their apprenticeship program.

11.4 Good Faith Efforts: Contractors must take the following good faith steps to demonstrate they have made every effort to reach the Local Hire and Workforce Development Program goals of the City. Contractors shall attend scheduled mark-up meetings held under this Agreement and shall submit written workforce projections and projected work hours on a craft-by-craft basis.

11.4.1 Within seven (7) calendar days after receiving a Notice to Proceed, each Contractor shall meet with the Unions and the City to present its plan for reaching the Local Hire and Workforce Development Program goals.

11.4.2 Each Contractor shall notify the Project Manager by U.S. Mail or e-mail if a Union hiring hall cannot, upon request, dispatch Local Area Residents to the Project. It shall be the responsibility of the Contractor or subcontractor to retain all evidence of such good faith efforts.

11.4.3 The Contractors may use “name call,” “rehire,” or other available hiring hall procedures to reach the goals of this Article.

#### 11.5 Enforcement, Compliance, and Reporting:

11.5.1 Contractors will be required to submit weekly certified payroll records to the City along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article. At a minimum, the monthly reports must include: 1) data on City and Local Area Resident work hour utilization on the Project; and 2) documentation showing any requests made to the Union dispatchers for City and Local Area Residents and the Union's response to the request.

11.5.2 City staff shall monitor the operation of the Local Hire and Workforce Development Program and shall consider allegations of noncompliance with the goals stated in this Article. If there is a determination by the City that a Contractor has not complied with the goals or demonstrated good faith efforts to do so, the City and the Contractor shall meet and confer in order to identify necessary actions to resolve the issue and ensure a good faith effort to achieve the objectives of this Article.

11.5.3 Upon request, the City shall provide the Council with the workforce utilization reports submitted by Contractors on the Project.

### **ARTICLE XII** **HELMETS TO HARDHATS**

12.1 The Contractors/Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center's “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

12.2 The Unions and Contractors/Employers agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

### **ARTICLE XIII** **COMPLIANCE**

13.1 It shall be the responsibility of the Contractors/Employers and Unions to investigate and monitor compliance with the provisions of Article IX of this Agreement. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors/Employers on the Project. Because the Project is a public work subject to the California Labor Code, the City will monitor and enforce compliance with state prevailing wage requirements as well as the Contractors/Employers' compliance with this Agreement.

### **ARTICLE XIV** **GRIEVANCE ARBITRATION PROCEDURE**

14.1 Project Labor Disputes: All disputes involving the application or interpretation of a Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article IV and Article XV, shall be subject to resolution by the grievance arbitration procedures set forth in this Article.

14.2 Employee Discipline: All disputes involving the discipline and/or discharge of an employee working on the Project shall be resolved through the grievance and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or discharged without just cause.

14.3 No grievance shall be recognized unless the grieving party (Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.

14.4 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Union or District Council, or his/her designee, and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.

Step 2: If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting or the conclusion of efforts to resolve the grievance at Step 1, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Labor Relations Manager of the Contractor/Employer, or the

Contractor/Employer's designated representative, for discussion and resolution. This time limit may be extended by mutual consent of both parties. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not resolved at Step 2, either party may request the dispute be submitted to arbitration within five (5) business days of the Step 2 meeting or the conclusion of efforts to resolve the grievance at Step 2. This time limit may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to arbitration, the representatives shall notify the permanent arbitrator designated in Article IV, or if not available, the alternate arbitrator designated in Article IV, for final and binding arbitration. If the permanent arbitrator or the alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William Riker
2. Morris Davis
3. Carol Vendrillo

14.5 The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding Arbitrator.

14.6 The time limits specified at any step of the grievance procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.

14.7 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this grievance procedure, the parties agree that such settlements shall not be precedent setting.

14.8 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, or its higher-tier Contractor, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the City until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an Arbitrator shall so order.



14.9 Should any of the arbitrators listed in this Article or Article IV no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

**ARTICLE XV**  
**WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

15.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

15.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

15.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California, within fourteen (14) calendar days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

15.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. The City and the Project Manager will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

**ARTICLE XVI**  
**MANAGEMENT RIGHTS**

16.1 Consistent with the Schedule A agreements, the Contractors/Employers shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that lawful manning provisions in the Master Agreement shall be recognized.

**ARTICLE XVII**  
**DRUG AND ALCOHOL TESTING**

17.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

17.2 Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Schedule A.

**ARTICLE XVIII**  
**SAVINGS CLAUSE**

18.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word that will meet the objections to its validity and will be in accordance with its original intent.

18.2 The parties agree that in the event a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

18.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of its provisions and the City accordingly determines that compliance with this Agreement will not be required in order to perform work under a Construction Contract, the Unions will no longer be bound by the provisions of Article IV.

**ARTICLE XIX**  
**TERM**

19.1 This Agreement shall be included in the bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project.

19.2 This Agreement shall apply until the Completion of the Project in accordance with Sections 1.4 and 2.2.

**ARTICLE XX**  
**MISCELLANEOUS PROVISIONS**

20.1 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Faxed or emailed signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures.

20.2 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

20.3 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

20.4 All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

[SIGNATURE PAGE TO FOLLOW]

CITY OF LATHROP

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Salvador Navarrete, City Attorney

SAN JOAQUIN BUILDING AND CONSTRUCTION  
TRADES COUNCIL

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

## UNION SIGNATURES

|   |   |
|---|---|
| Bricklayers, Tilesetters and Allied Craftworkers, Local 3<br><hr/>              | Boilermakers, Local 549<br><hr/>                                |
| Carpenters Local 2236<br><hr/>  | Cement Masons, Local 400<br><hr/>                               |
| District Council 16, International Union of Painters and Allied Trades<br><hr/> | Heat and Frost Insulators and Allied Workers, Local 16<br><hr/> |
| International Brotherhood of Electrical Workers, Local 595<br><hr/>             | International Union of Elevator Constructors, Local 8<br><hr/>  |
| Iron Workers, Local 378<br><hr/>  | Laborers, Local 73<br><hr/>                                     |
| Millwrights Local 102<br><hr/>  | Operating Engineers, Local 3<br><hr/>                           |
| Operative Plasterers and Cement Masons, Local 300<br><hr/>                      | Roofers and Waterproofers, Local 81<br><hr/>                    |
| Sheet Metal Workers, Local 104<br><hr/>   | Sign, Display and Allied Crafts, Local 510<br><hr/>             |

|  |  |
|--|--|
| <p>Teamsters, Local 439</p> <hr/>                                  | <p>United Association, Plumbers and Steamfitters, Local 442</p> <hr/>                    |
| <p>United Association, Road Sprinkler Fitters, Local 669</p> <hr/> | <p>United Association, Underground Utility and Landscape Irrigation, Local 355</p> <hr/> |

**Addendum A**  
**AGREEMENT TO BE BOUND**

[Date]  
[Addressee]  
[Address]

Re: Agreement to be Bound by the City of Lathrop Community Workforce and Training Agreement

Dear Mr./Ms. \_\_\_\_\_:

The undersigned confirms that it agrees to be a party to and bound by the City of Lathrop Community Workforce and Training Agreement (“Agreement”), as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to be Bound, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust fund documents as set forth in Section 9.1 of the Agreement, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a party to and bound by the Agreement shall extend to all work covered by the Agreement undertaken by the undersigned. The undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Agreement To Be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

PROJECT NAME: \_\_\_\_\_

CONTRACTOR/SUBCONTRACTOR NAME: \_\_\_\_\_

California Contractor State License No. or Motor Carrier (CA) Permit No.: \_\_\_\_\_

Name of Authorized Person (print): \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Title of Authorized Person: \_\_\_\_\_

Telephone Number of Authorized Person: \_\_\_\_\_

Address of Authorized Person: \_\_\_\_\_

State Public Works Registration Number: \_\_\_\_\_

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## ITEM 4.10

### CITY MANAGER'S REPORT SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING

**ITEM:** APPROVE AMENDMENT NO. 1 WITH WGR SOUTHWEST, INC. FOR PHASE II SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEM PROGRAM, RCP SD 22-32 AND RELATED BUDGET AMENDMENT

**RECOMMENDATION:** Adopt Resolution Approving Amendment No. 1 with WGR Southwest, Inc. to provide Support Services for Phase II Small Municipal Separate Storm Sewer System Program, Regulatory Compliance Program (RCP) SD 22-32 and Related Budget Amendment

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#### **SUMMARY:**

Approval of Amendment No. 1 with WGR Southwest, Inc. (WGR) is requested to provide continued support services for the City's National Pollutant Discharge Elimination System (NPDES) Phase II Small Municipal Separate Storm Sewer Systems (MS4) General Permit regulatory compliance program for Storm Drain (SD) 22-32.

Staff is requesting approval of Amendment No. 1 is for an amount not to exceed \$105,124 and is to be paid from the stormwater inspection fees collected during the building permit process.

Sufficient funds were not allocated in fiscal year 22/23 therefore, staff also requests approval of a budget amendment to transfer the funds to the Project.

#### **BACKGROUND:**

The current NPDES Phase II Small MS4 General Permit was adopted by the State Water Resources Control Board on February 5, 2013 and became effective on July 1, 2013. The permit requirements include inspection of small construction projects, (defined as projects with less than one acre of soil disturbance) that are also required to submit project specific Erosion and Sediment Control Plans (ESCPs) for the City to review. The City is also required to maintain an inventory of all the small construction projects.

Until recently, WGR has provided the City with comprehensive storm water permit compliance support services, which are now mostly administered by Public Works staff. In September 2021, the City entered into Professional Services Agreement (PSA) with WGR for \$61,900 to provide Inspection Services related SD 22-32 project.

Additional services are needed to continue updating and maintaining its Post Construction Storm Water Management Program and Inspection Services. The cost of Amendment No. 1 is for an amount not to exceed \$105,124.

**REASON FOR RECOMMENDATION:**

Approval of Amendment No. 1 with WGR will allow the City to comply with the NPDES Phase II Small MS4 General Permit for small construction project inspections and tasks related to administering the Post Construction Storm Water Management Program.

**FISCAL IMPACT:**

Funds approved in the City's budget for the Storm Water Discharge Permit Compliance for Fiscal Year 2022-2023 are insufficient to authorize the amendment with WGR and will need to be supplemented by allocating storm water inspection fees to the Storm Water Discharge Permit Regulatory Compliance Program SD 22-32 through the following budget amendment:

|                         |          |          |
|-------------------------|----------|----------|
| Increase Appropriations |          |          |
| 2020-50-03-420-01-00    | SD 22-32 | \$95,316 |
| Increase Revenue        |          |          |
| 2020-50-03-341-02-03    | SD 22-32 | \$95,316 |

**ATTACHMENTS:**

- A. Resolution Approving Amendment No. 1 with WGR Southwest, Inc. to Provide Support Services for the National Pollutant Discharge Elimination System (NPDES) Phase II Small Municipal Separate Storm Sewer Systems (MS4) General Permit Regulatory Compliance Program (RCP) SD 22-32 and Related Budget Amendment
  
- B. Amendment No. 1 with WGR Southwest, Inc. to provide Support Services for the National Pollutant Discharge Elimination System (NPDES) Phase II Small Municipal Separate Storm Sewer Systems (MS4) General Permit Regulatory Compliance Program (RCP) SD 22-32 and Related Budget Amendment

**CITY MANAGER'S REPORT**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVE AMENDMENT NO. 1 WITH WGR SOUTHWEST, INC. FOR NPDES**  
**PHASE 2 SMALL MS4 PERMIT SUPPORT SERVICES, RCP SD 22-32**

**APPROVALS:**

  
\_\_\_\_\_  
Greg Gibson  
Senior Civil Engineer

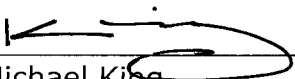
08/22/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Brad Taylor  
City Engineer


8/25/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

8/25/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

8.29.2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8.24.2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.6.22  
\_\_\_\_\_  
Date

**RESOLUTION NO. 22-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NO. 1 WITH WGR SOUTHWEST, INC. TO PROVIDE SUPPORT SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PHASE II SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4) GENERAL PERMIT REGULATORY COMPLIANCE PROGRAM (RCP) SD 22-32 AND RELATED BUDGET AMENDMENT**

**WHEREAS**, the current NPDES Phase II Small MS4 General Permit was adopted by the State Water Resources Control Board on February 5, 2013 and became effective on July 1, 2013; and

**WHEREAS**, the permit requirements include inspection of small construction projects, (defined as projects with less than one acre of soil disturbance) that are also required to submit project specific Erosion and Sediment Control Plans (ESCPs) for the City to review; and

**WHEREAS**, the City is also required to maintain an inventory of all the small construction projects and to develop and maintain a Post Construction Storm Water Management Program under the permit requirements; and

**WHEREAS**, until recently, WGR has provided the City with comprehensive storm water permit compliance support services, which today are mostly administered by Public Works staff with the exception of small construction project inspections; and

**WHEREAS**, in September 2021, an agreement with WGR was approved to provide small construction project inspection support services from September 2021 through June 30, 2022; and

**WHEREAS**, a letter agreement was issued to extend the agreement for several months using the remaining budget, however, additional funding is needed to extend the services through June 2023; and

**WHEREAS**, the City has also requested WGR to help with additional tasks related to updating and maintaining its Post Construction Storm Water Management Program; and

**WHEREAS**, the cost for Contract Amendment No. 1 for WGR to provide these services is not to exceed \$105,124 based on the current volume of small construction projects and the current post-construction storm water management program; and

**WHEREAS**, approval of the agreement with WGR will allow the City to remain in compliance with the NPDES Phase II Small MS4 General Permit for small construction project inspections and tasks related to administering the Post Construction Storm Water Management Program; and

**WHEREAS**, funds approved in the City’s budget for storm water discharge permit compliance for Fiscal Year 2022-2023 are insufficient to authorize a contract amendment with WGR, and will need to be supplemented by allocating storm water inspection fees to the Storm Water Discharge Permit Regulatory Compliance Program SD 22-32 through a budget amendment.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve Contract Amendment No. 1 to the professional services agreement with WGR to provide small construction inspection and Post-Construction Storm Water Program administration support services for the Phase II Small MS4 General Permit for a cost not to exceed \$105,124 to be paid on an hourly basis from funds collected by the City for storm water inspection fees and allocated to the City’s Storm Water Discharge Regulatory Compliance Program SD 22-32 in accordance with the following budget amendment:

|                         |          |          |
|-------------------------|----------|----------|
| Increase Appropriations |          |          |
| 2020-50-03-420-01-00    | SD 22-32 | \$95,316 |
| Increase Revenue        |          |          |
| 2020-50-03-341-02-03    | SD 22-32 | \$95,316 |

The foregoing resolution was passed and adopted this 12<sup>th</sup> day of September 2022, 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. 1**

**TO THE AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF LATHROP AND WGR SOUTHWEST, INC.**

**PROVIDE SUPPORT SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PHASE II SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4) GENERAL PERMIT REGULATORY COMPLIANCE PROGRAM (RCP) SD 22-32**

This Amendment (hereinafter "AMENDMENT NO. 1") to the agreement between WGR Southwest, Inc. and the City of Lathrop dated September 30, 2021 (hereinafter "AGREEMENT") dated for convenience this September 12, 2022, is by and between WGR Southwest, Inc. ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

**RECITALS:**

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

**WHEREAS**, on September 30, 2021 CONSULTANT and CITY entered into an AGREEMENT to provide NPDES Small Construction Project Inspection support; and

**WHEREAS**, CONSULTANT has provided the CITY with a scope of work attached as Exhibit "A" for AMENDMENT NO. 1 to continue NPDES Small Construction Project Inspection support services, in amount not to exceed \$105,124 through June 30, 2023, and

**NOW, THEREFORE**, CONSULTANT and CITY agree as follows;

**AMENDMENT NO. 1 to AGREEMENT**

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

CONSULTANT agrees to perform additional services in conformance with the scope of work and fee, submitted by the CONSULTANT, attached hereto as Exhibit "A" and incorporated fully herein by this reference. The aforementioned work is in addition to the scope of work in the original AGREEMENT dated September 30, 2021 for Professional Consulting Services. The scope of work is hereby amended by adding Exhibit "A" attached hereto. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and the CITY'S satisfaction.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH WGR SOUTHWEST, INC TO PROVIDE SUPPORT SERVICES FOR THE NPDES PHASE II SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4) SD 22-32

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

CITY hereby agrees to pay CONSULTANT an additional sum not to exceed \$105,124 for the Professional Consulting Services set forth in Exhibit “A” of this AMENDMENT NO. 1. CONSULTANT shall be paid within thirty (30) days of receipt of progress billings containing all information contained in Paragraph 5 of the original AGREEMENT. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work, and this AMENDMENT NO. 1 unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’S Authorized Representative prior to the commencement of the work.

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

The effective date of AMENDMENT NO. 1 is September 12, 2022 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 September 30, 2021 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

**Signatures**

The individuals executing this AMENDMENT NO. 1 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 1 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 WGR  
SOUTHWEST, INC TO PROVIDE SUPPORT SERVICES FOR THE NPDES PHASE II  
SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4) SD 22-32

Approved as to Form:

City of Lathrop  
City Attorney



Salvador Navarrete

8-24-2022

Date

Recommended for Approval:

City of Lathrop  
Assistant City Manager

Michael King

Date

*Approved*  
~~Accepted By~~

City Manager  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

Stephen J. Salvatore

Date

CONSULTANT:

WGR Southwest, Inc.  
11780 N Hwy 99  
Lodi, CA 95240

Signature

Date

(Print Name and Title)

August 9, 2022

Mr. Gregory W. Gibson  
City of Lathrop  
390 Towne Center Dr.  
Lathrop, CA 95330

RE: E.10.c Small Construction Project Inspection Support and E.12.i & E.12.h Operation & Maintenance Self Certification Letter and Post-Construction Inventory Support

Dear Mr. Gibson,

WGR Southwest, Inc. (WGR) is pleased to bring you this proposal to provide support for the City's Phase II MS4 Storm Water Program tasks. Specifically, the City has requested support for inspecting small Erosion and Sediment Control Plan (ESCP) projects for Building Permits, provide additional support as needed to coordinate inspections, update construction inventories, and assist in non-compliance matters, to assist in drafting annual O&M Self Certification letters, and update and maintain the Post-Construction BMP Inventory.

**E.10.c Small Construction Project Inspection Support:**

WGR proposes a unit-cost of \$155/inspection to perform pre-construction, post-construction, and follow-up inspections required by the Phase II MS4 Permit at small (<1 acre of soil disturbance) construction projects. The number of inspections (presented in Attachment A) are *estimated* based on the level of supported indicated by the City and current volume of active small construction projects. WGR has reviewed the number of inspections performed from January 2022 to June 2022 as a basis for the estimate.

Under the "Additional Support" category, we estimate a maximum of two hours a week at an hourly staff rate of \$121/hour to provide support for updating the construction inventory and coordinating inspections with applicants and staff as needed.

**E.12.i & E.12.h Support (Annual Self Certification Letters and Post Construction Inventory):**

The City has requested support in updating and maintaining the Post Construction Standards Plan (PSP) inventory with the current owner Operations and Maintenance (O&M) agreements. WGR will need to meet with staff to review development projects within the past few years, ensure copies of all maintenance agreements are available, ensure information on agreements is relevant, assist in updating agreement information if necessary, and update City files and spreadsheets with the current, relevant information.

Additionally, the City has requested assistance in drafting the 2022-2023 Annual Self-Certification Letters and maintaining the self-certification database spreadsheet once responses have been received. A second and third letter may need to be issued for certain owners if no response is received.

WGR proposes a T&M-based cost approach for the E.12.i & h program support. WGR estimates approximately 48 hours at the Compliance Specialist rate of \$121/hour and 40 hours at the Compliance Technician Rate of \$100/hour (a not-to-exceed cost of **\$9,808.00**).

Please see Attachment A for the cost estimate.

We thank you for this additional opportunity to serve you. If I can answer any questions concerning our proposal or the permit requirements, please do not hesitate to call me or to schedule a meeting to discuss the proposed scope of work.

Respectfully,  
**WGR Southwest, Inc.**



Jonah Sonner, QSP, CISEC  
Municipal Programs Manager &  
Compliance Specialist  
(209) 334-5363, ext. 119  
jsonner@wgr-sw.com

**ATTACHMENT A**  
**WGR Southwest, Inc.**  
**Estimated Annual Costs for City of Lathrop E.10 Construction Program Support**

E.10 Construction Program Support (til June 2023):

| Inspection Type and Rate:  | 2  | Inspections (Pre & Post) | for | 150 | Sites  | @ | \$155 | Per inspection | \$46,500 | Sub-totals      |
|--|----|--------------------------|-----|-----|--------|---|-------|----------------|----------|-----------------|
| <b>Small ESCP Construction Inspections - for projects with a Building Permit</b> (Only require a Pre-Construction and Post Construction inspection. If a follow-up inspection is required, it will be considered a part of the figure below) |    |                          |     |     |        |   |       |                |          |                 |
| <b>Follow-up MS4 Construction Inspections</b> (as required due to corrective actions, this is a monthly estimate and may increase or decrease during each month depending on how many failed inspections occur during a month)               | 20 | Follow-up inspections    | for | 12  | Months | @ | \$155 | Per inspection | \$37,200 |                 |
| <b>Additional Support for Meetings, Scheduling Inspections, or Updating Construction Inventory</b>   | 8  | Hours per month          | for | 12  | Months | @ | \$121 | Hour           | \$11,616 | <b>\$95,316</b> |

|  |    |                             |   |       |     |  |  |  |         |                |
|--|----|-----------------------------|---|-------|-----|--|--|--|---------|----------------|
| <b>Post-Construction O&amp;M Program Support (E.12.i &amp; h):</b><br>Assisting the City in updating and maintaining Post Construction BMP Inventory (E.12 h)<br>Drafting and assisting in sending Annual O&M Self-Certification Letters (2023) Updating Self-Certification Inventory with responses. (E.12.i) | 40 | Compliance Specialist hours | @ | \$121 | /hr |  |  |  | \$4,840 |                |
|  | 8  | Compliance Specialist hours | @ | \$121 | /hr |  |  |  | \$968   |                |
|  | 40 | Compliance Technician hours | @ | \$100 | /hr |  |  |  | \$4,000 | <b>\$9,808</b> |

Total Estimated 2022-23 Cost: **\$105,124**

Costs reimbursed to the City by developer/fees Number of projects estimated

## ITEM 4.11

### **CITY MANAGER'S REPORT SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**

**ITEM:** **APPROVE AMENDMENT NO. 1 TO THE PUBLIC INFRASTRUCTURE CREDIT AND REIMBURSEMENT AGREEMENT RELATING TO THE CENTRAL LATHROP SPECIFIC PLAN AREA**

**RECOMMENDATION:** **Adopt Resolution Approving Amendment No. 1 to the Public Infrastructure Credit and Reimbursement Agreement with Saybrook Fund Investors, LLC and Lathrop Land Acquisition, LLC relating to the Central Lathrop Specific Plan Area**

---

#### **SUMMARY:**

The City of Lathrop adopted the Central Lathrop Specific Plan (CLSP) in 2004. The City has been working with Saybrook Fund Investors, LLC and Lathrop Land Acquisition LLC (collectively referred to as "Saybrook") to complete infrastructure improvements which will be eligible for credit or reimbursement.

On July 11, 2022, City Council adopted the West/Central Transportation and Central Lathrop Specific Plan Capital Facility Fee Update Studies to incorporate infrastructure constructed by Saybrook, including traffic signals, parks, storm drain improvements and a water tank. Amendment No. 1 to the Public Infrastructure Credit and Reimbursement Agreement ("Agreement") provides the mechanism for the City to reimburse Saybrook for the cost of these improvements.

Staff recommends that Council adopt a resolution approving Amendment No. 1 to the Public Infrastructure Credit and Reimbursement Agreement with Saybrook Fund Investors, LLC and Lathrop Land Acquisition, LLC relating to the CLSP area.

#### **BACKGROUND:**

The City of Lathrop adopted the Central Lathrop Specific Plan (CLSP) in 2004. The City prepared and certified an Environment Impact Report (EIR) for the project and adopted a Mitigation Monitoring Program. The City also approved a Development Agreement (DA) with Richland Planned Communities ("Richland") in 2004. The DA establishes development rights and governs the relationship between the City and Richland. In 2011, Richland relinquished its rights under the DA pursuant to a settlement agreement. In 2016, the City approved the assignment of the DA to Saybrook along with an amendment. The proposed Amendment No. 1 is consistent with the DA assignment to Saybrook and does not substantially alter the rights and obligations previously agreed to.

**CITY MANAGER'S REPORT** **PAGE 2**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVE AMENDMENT NO. 1 TO THE PUBLIC INFRASTRUCTURE CREDIT**  
**AND REIMBURSEMENT AGREEMENT RELATING TO THE CLSP AREA**

On July 11, 2022, City Council adopted the West/Central Transportation and Central Lathrop Specific Plan Capital Facility Fee Update Studies to incorporate infrastructure constructed by Saybrook including traffic signals, parks, storm drain improvements and a water tank. Amendment No. 1 to the Agreement provides the mechanism for the City to reimburse Saybrook for the cost of these improvements.

The City imposes impact fees upon new development in the CLSP area that benefit from the infrastructure improvements constructed by Saybrook. A schedule of CLSP impact fees applicable to any project in the CLSP area is included as Exhibit B of Attachment B. The proposed Amendment No. 1 will help ensure timely collection and payment of reimbursements to Saybrook prior to the issuance of a building permit.

**REASON FOR RECOMMENDATION:**

Amendment No. 1 to the Public Infrastructure Credit and Reimbursement Agreement will provide an updated accounting of the constructed improvements and the mechanism for which the fees are collected and reimbursed to Saybrook.

**FISCAL IMPACT:**

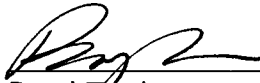
There is no fiscal impact to the City. All staff time associated with the preparation of the agreement has been paid by Saybrook.

**ATTACHMENTS:**

- A. Resolution Approving Amendment No. 1 to the Public Infrastructure Credit and Reimbursement Agreement with Saybrook CLSP, LLC and Lathrop Land Acquisition, LLC relating to the Central Lathrop Specific Plan Area
- B. Amendment No. 1 - Public Infrastructure Credit and Reimbursement Agreement Saybrook Fund Investors, LLC and Lathrop Land Acquisition, LLC

**CITY MANAGER'S REPORT**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVE AMENDMENT NO. 1 TO THE PUBLIC INFRASTRUCTURE CREDIT**  
**AND REIMBURSEMENT AGREEMENT RELATING TO THE CLSP AREA**

**APPROVALS:**

  
\_\_\_\_\_  
Brad Taylor  
City Engineer

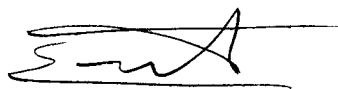
9/1/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

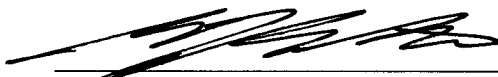
9/6/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

8.31.2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

9-1-2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.6.22  
\_\_\_\_\_  
Date

**RESOLUTION NO. 22 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NO. 1 TO THE PUBLIC INFRASTRUCTURE CREDIT AND REIMBURSEMENT AGREEMENT WITH SAYBROOK FUND INVESTORS, LLC AND LATHROP LAND ACQUISITION, LLC RELATING TO THE CENTRAL LATHROP SPECIFIC PLAN AREA**

**WHEREAS**, the City of Lathrop adopted the Central Lathrop Specific Plan (CLSP) in 2004; and

**WHEREAS**, in 2004 and approved a Development Agreement (DA) with Richland Planned Communities ("Richland"), the DA establishes development rights and governs the relationship between the City and Richland; and

**WHEREAS**, in 2011 Richland relinquished its rights under the DA pursuant to a settlement agreement; and

**WHEREAS**, in 2016 the City approved the assignment of the DA to Saybrook CLSP, LLC and Lathrop Land Acquisition LLC ("Saybrook") along with an amendment; and

**WHEREAS**, the City has been working with Saybrook to complete infrastructure improvements which will be eligible for credit or reimbursement; and

**WHEREAS**, Amendment No. 1 for the Public Infrastructure Credit and Reimbursement Agreement will provide a simple and current statement of credits and reimbursements and provide detail as to the mechanisms for the application of credits and payment of reimbursements to Saybrook as the project moves forward; and

**WHEREAS**, on July 11, 2022, City Council adopted the West/Central Transportation and Central Lathrop Specific Plan Capital Facility Fee Update Studies to incorporate infrastructure constructed by Saybrook including traffic signals, parks, storm drain improvements and a water tank; and

**WHEREAS**, there is no fiscal impact to the City, all staff time associated with the preparation of the agreement has been paid by Saybrook; and

**WHEREAS**, staff recommends that Council approve Amendment No. 1 to the Public Infrastructure Credit and Reimbursement Agreement with Saybrook Fund Investors, LLC and Lathrop Land Acquisition, LLC relating to the CLSP area.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the Amendment No. 1 to the Public Infrastructure Credit and Reimbursement Agreement with Saybrook Fund Investors, LLC and Lathrop Land Acquisition, LLC relating to the Central Lathrop Specific Plan Area.



The foregoing resolution was passed and adopted this 12<sup>th</sup> day of September 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

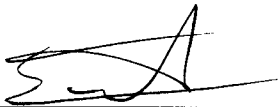
ABSENT:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

**FIRST AMENDMENT TO PUBLIC INFRASTRUCTURE CREDIT AND  
REIMBURSEMENT AGREEMENT RELATING TO THE CENTRAL LATHROP  
SPECIFIC PLAN AREA**

This First Amendment to Public Infrastructure Credit and Reimbursement Agreement Relating to the Central Lathrop Specific Plan Area (“**First Amendment**”), is made and entered into this \_\_\_ day of \_\_\_\_\_ 2022 (“**Effective Date**”) by and between the City of Lathrop, a municipal corporation of the State of California (“**City**”), Saybrook CLSP, LLC, a Delaware limited liability company (“**Saybrook CLSP**”), and Lathrop Land Acquisition, LLC, a Delaware limited liability company (“**Lathrop Land**”) ( Saybrook CLSP and Lathrop Land are collectively referenced herein as “**Developer**”). City and Developer may be collectively referred to herein as the “**Parties**” or individually as a “**Party**”.

**RECITALS**

A. Parties entered into Public Infrastructure Credit and Reimbursement Agreement Relating to the Central Lathrop Specific Plan Area (the “**Agreement**”) on March 9, 2020.

B. Developer deposited with the City \$180,000.00 on November 24, 2019 to meet conditions of approval relating to traffic signal at Golden Valley Parkway and Spartan Way in order to record Tracts 3808, 3809, 3810, 3811, and 3812 small lot final maps.

C. City accepted the improvements of Phase 1A Neighborhood Park through the adoption of Resolution 20-4757 on July 13, 2020. Developer paid \$1,611,737.00 to construct the improvements.

D. City accepted the improvements of Central Lathrop Specific Plan Water Tank, Booster Pump Station, and Stanford Crossing Improvements through the adoption of Resolution 21-4896 on June 14, 2021. Developer paid \$6,895,930.70 to construct the improvements.

E. City accepted the improvements of Watershed 2 and Watershed 4 through the adoption of Resolution 21-4939 on August 9, 2021. Developer paid \$3,162,643.00 to construct the improvements.

F. City accepted the improvements of Traffic Signal at Golden Valley Parkway and Stanford Crossing through the adoption of Resolution 21-4974 on October 11, 2021. Developer paid \$448,366.00 to construct the improvements.

G. City accepted the improvements of Phase 1B Neighborhood Park through the adoption of Resolution 22-5025 on February 14, 2022. Developer paid \$1,710,449.60 to construct the improvements.

H. Parties wish to amend Exhibit D of the Agreement to include amounts recoverable as identified in the corresponding CFF studies referenced. The revised Exhibit D contains facilities that have been completed by the Developer and accepted by the City since the Agreement was executed.

I. Parties wish to amend Exhibit F of the Agreement to revise list of anticipated future facilities.

THEREFORE, City and Developer agree to amend the Agreement as follows:

**AMENDMENT**

1. Exhibit D. The attached “Exhibit D – (REVISED)” shall replace the Exhibit D in the original Agreement. “Exhibit D – (REVISED)” amends new reimbursable totals that incorporate further reimbursements; as originally identified for reimbursement in Exhibit D.

2. Exhibit F. The attached “Exhibit F – (REVISED)” shall replace the Exhibit F in the original Agreement to revise the anticipated future facilities.

IN WITNESS WHEREOF, the Parties have entered into this First Amendment effective upon City Council approval.

**CITY:**

CITY OF LATHROP, a California municipal corporation

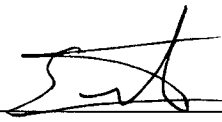
By: \_\_\_\_\_  
Stephen J. Salvatore  
City Manager

**ATTEST:**

City Clerk of and for the City of Lathrop,  
State of California

By: \_\_\_\_\_  
Teresa Vargas  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
  
Salvador Navarrete  
City Attorney

**DEVELOPER:**

Saybrook CLSP, LLC, a Delaware limited liability company

By: Saybrook Fund Investors, LLC  
its Managing Member

By: \_\_\_\_\_  
Jeffrey M. Wilson, Officer

Lathrop Land Acquisition, LLC, a Delaware limited liability company

By: Saybrook Fund Investors, LLC  
its Managing Member

By: \_\_\_\_\_  
Jeffrey M. Wilson, Officer

**Exhibit - D (REVISED)**

As of September 12, 2022

**Central Lathrop Specific Plan: Reimbursements**

| Fee Type                      | Saybrook Excess Land Dedication (reimburse to Saybrook)   | Sewer/Recycled Water System (reimburse to Saybrook)   | CLSP Entitlement Costs (reimburse to Saybrook)                | CLSP Storm Drainage System Improvements--WS2 (reimburse to Saybrook)           | CLSP Storm Drainage System Improvements--WS4 (reimburse to Saybrook)           | Water Tank #1 (reimburse to Saybrook)                        | West/Central Lathrop Transportation (reimburse to Saybrook)                    | CLSP Neighborhood Park (reimburse to Saybrook)           |
|-------------------------------|---|---|---|--|--|--|--|--|
| <b>DA Reference/ Exhibits</b> | (Non Saybrook Parcels)<br>Exhibit D-3--Pump Station & Force Main (line 1), Oversized Mains (line 2) & RW Mains (line 3) | (Non Saybrook Parcels)<br>Exhibit D-2--Pump Station & Force Main (line 1), Oversized Mains (line 2) & RW Mains (line 3) | (All CLSP Parcels)<br>Exhibit D-3--Entitlement Costs (line 3) | (All WS2 Parcels)<br>Exhibit D-3--Storm Drain System Improvements WS2 (line 5) | (All WS4 Parcels)<br>Exhibit D-3--Storm Drain System Improvements WS4 (line 6) | (All CLSP Parcels)<br>Development Agreement Section 7 05 2 5 | (All CLSP Parcels)<br>West/ Central Lathrop Transportation June 2022 CFF Study | (All CLSP Parcels)<br>Development Agreement Section 7 06 |
| <b>Type/Created</b>           | CFF (January 2019)  | CFF (June 2018)   | City Planning Fee (June 2019)                                 | CFF (June 2022)  | CFF (June 2022)  | CFF (June 2022)  | CFF (June 2022)  | CFF (January 2021)                                       |
| <b>Credit?</b>                | No  | No  | No  | No   | No   | No   | No   | No   |
| <b>Total \$</b>               | \$ 4,521,397  | \$ 10,482,195   | \$ 3,611,656  | \$ 9,737,508   | \$ 8,080,006   | \$ 5,071,773   | \$ 628,366   | \$ 3,322,187   |
| <b>Per?</b>                   | Dwelling Unit   | Dwelling Unit   | Acre  | Acre   | Acre   | Dwelling Unit  | Dwelling Unit  | Dwelling Unit  |
| <b>\$/unit</b>                | \$ 2,413  | \$ 2,661  | \$ 3,200  | \$ 46,829  | \$ 35,418  | \$ 2,323   | \$ 4,192   | \$ 4,416   |
| <b>Source/Authority</b>       | Goodwin CFF 23 Jan 2019   | Goodwin CFF 23 Jan 2019   | Goodwin CFF 25 Jun 2019                                       | Goodwin CFF 30 Jun 2022  | Goodwin CFF 30 Jun 2022  | Goodwin CFF 30 Jun 2022                                      | Goodwin CFF 30 Jun 2022  | Goodwin CFF 20 Jan 2021                                  |

**Exhibit - F (REVISED)**

As of: September 12, 2022

**Future Credits and Reimbursements**

| Traffic Signals:                            |    |           |
|---|----|-----------|
| Golden Valley Parkway and Locomotive Street | \$ | 250,000   |
| Spartan Way and Central Pacific Street      | \$ | 500,000   |
| Golden Valley Parkway and Faber Drive       | \$ | 557,305   |
| Phase 1C Neighborhood Park                  | \$ | 1,742,285 |
| Phase 1C Linear Park                        | \$ | 2,526,000 |
| Phase 1D Neighborhood Park                  | \$ | 2,265,128 |
| Phase II - SSJID Oversizing                 | \$ | 2,162,234 |

Notes: 1.) Dollar amounts listed are estimates only; Actual dollar amount will be calculated once improvement is completed.

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## ITEM 4.12

### CITY MANAGER'S REPORT SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING

**ITEM:** **APPROVE THE RELOCATION OF RIVER PARK NORTH AND APPROVE THE NAMING OF TWO NEW PARKS**

**RECOMMENDATION:** **Adopt a Resolution to Relocate River Park North and Approve the Naming of two New Neighborhood Parks in Central Lathrop as Lions Park and Rotary Park**

---

#### **SUMMARY:**

The Parks and Recreation Commission has reviewed and is recommending City Council adopt a resolution to approve the relocation of River Park North from 16001 South Lathrop Road to the 1C Neighborhood of Central Lathrop, approximately 0.5 miles away. The Parks and Recreation Commission also reviewed and recommends the two new parks located in Central Lathrop be named "Rotary Park" bounded by Tern Drive and Shearwater Road in the 1B Neighborhood of Central Lathrop and "Lions Park" bounded by Hedges Street and Salinas River Street in the 1B Neighborhood of Central Lathrop.

#### **BACKGROUND:**

River Park North currently is located at 16001 South Lathrop Road in Central Lathrop. The Parks, Recreation and Maintenance Services Department is proposing to relocate this park 0.5 miles away from its original location due to levee construction which removed the current River Park North park location.

The proposed "Rotary Park" located in a new Central Lathrop Neighborhood Park is an approximately 5.09-acre park site. The Parks and Recreation Commission is proposing to name this park after the Lathrop Sunrise Rotary. For 20 years the Lathrop Sunrise Rotary has been focused on making a difference in the Lathrop community. The Rotary participates in service projects including a school supply giveaway, providing Thanksgiving meals to those in need, participating in City events and sponsoring speech contests and scholarships for graduating high school seniors among numerous other projects. The members of the Lathrop Sunrise Rotary Club are both supportive and excited at the proposal of a neighborhood park being named after the Rotary.

The proposed "Lions Park" is located in a new Central Lathrop Neighborhood Park and is an approximately 5.01-acre park site. The Parks and Recreation Commission is proposing to name this park location after the Lathrop Lions Club. The Lathrop Lions Club focuses on serving the Lathrop Community. The Lathrop Lions Club participates in numerous City events, food drives, packing boxes for deployed troops, providing scholarships to high school students, and other community service projects. The members of the Lathrop Lions Club are both supportive and excited at the proposal of a neighborhood park being named after the Lions.

**CITY MANAGER REPORT**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**RELOCATE RIVER PARK NORTH AND NAMING OF TWO NEW PARKS**

**PAGE 2**

**RECOMMENDATION:**

Adopt a Resolution Approving the Relocation of River Park North and Approving the Naming of two New Neighborhood Parks in Central Lathrop as Lions Park and Rotary Park.

**FISCAL IMPACT:**

No fiscal impact.

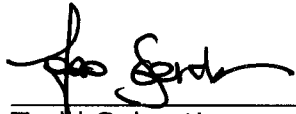
**ATTACHMENTS:**

- A. A Resolution of the City Council of the City of Lathrop approving the Relocation of River Park North and approving the Naming of two new Neighborhood Parks in Central Lathrop as Lions Park and Rotary Park.
- B. Park Location Map Presentation



**CITY MANAGER REPORT**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**RELOCATE RIVER PARK NORTH AND NAMING OF TWO NEW PARKS**

**APPROVALS:**



\_\_\_\_\_  
Todd Sebastian  
Director - Parks, Recreation, and Maintenance Services

8.18.22

Date



\_\_\_\_\_  
Cari James  
Director - Finance

FOR CD

8/23/22

Date



\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8-18-2022

Date



\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.6.22

Date

**RESOLUTION NO. 22-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE THE RELOCATION OF RIVER PARK NORTH AND APPROVE THE NAMING OF TWO NEW NEIGHBORHOOD PARKS IN CENTRAL LATHROP AS LIONS PARK AND ROTARY PARK**

**WHEREAS**, River Park North currently is located at 16001 South Lathrop Road in Central Lathrop; and

**WHEREAS**, the Parks, Recreation and Maintenance Services Department is proposing to relocate this park .5 miles away from its original location due to the levee construction which removed the current River Park North park location; and

**WHEREAS**, the proposed named Rotary Park located in a new Central Lathrop Neighborhood Park is an approximately 5.09-acre park site; and

**WHEREAS**, the Parks and Recreation Commission is proposing to name this park after the Lathrop Sunrise Rotary; and

**WHEREAS**, for 20 years the Lathrop Sunrise Rotary has been focused on making a difference in the Lathrop community; and

**WHEREAS**, the Rotary participates in service projects including a school supply giveaway, providing Thanksgiving meals to those in need, participating in City events and sponsoring speech contests and scholarships for graduating high school seniors among numerous other projects; and

**WHEREAS**, the members of the Lathrop Sunrise Rotary Club are both supportive and excited at the proposal of a neighborhood park being named after the Rotary; and

**WHEREAS**, the proposed named Lions Park is located in a new Central Lathrop Neighborhood Park is an approximately 5.01-acre park site; and

**WHEREAS**, the Parks and Recreation Commission is proposing to name this park location after the Lathrop Lions Club; and

**WHEREAS**, the Lathrop Lions Club focuses on serving the Lathrop Community; and

**WHEREAS**, the Lions Club participates in numerous City events, food drives, packing boxes for deployed troops, providing scholarships to high school students, and other community service projects; and

**WHEREAS**, the members of the Lathrop Lions Club are both supportive and excited at the proposal of a neighborhood park being named after the Lions; and

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop does hereby approve the Relocation of River Park North as detailed in the park location map presentation and approving the naming of two new neighborhood parks in Central Lathrop as Lions Park and Rotary Park as detailed in the park location map presentation.

The foregoing resolution was passed and adopted this 12<sup>th</sup> day of September, 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

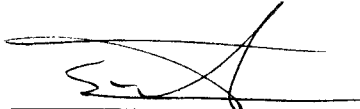
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

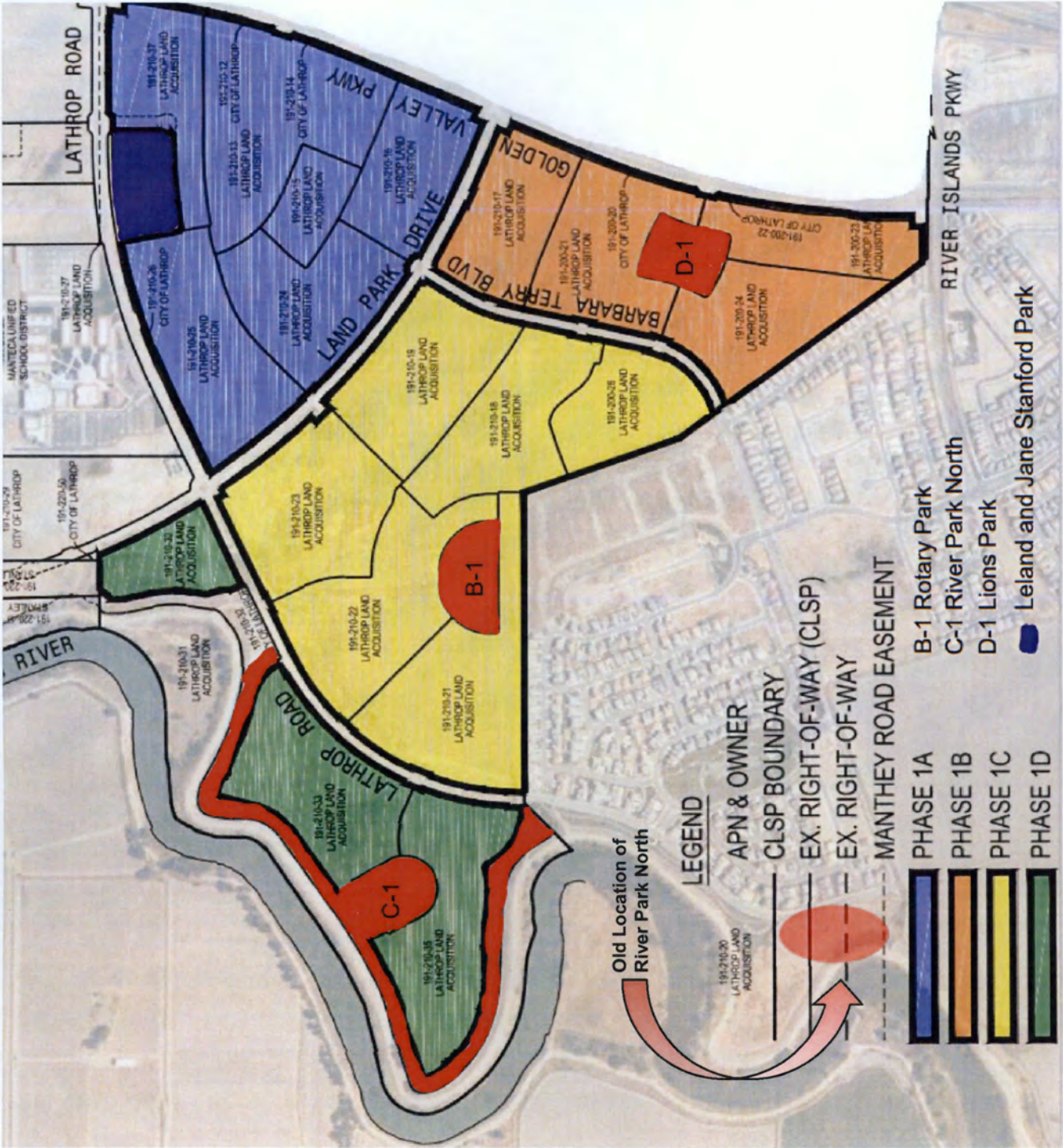
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

# RIVER PARK NORTH

## C-1



- 1 San Joaquin River
  - 2 Park West
  - 3 Lathrop Branch Library
  - 4 Park Phase IA
  - 5 Park Phase IB
- Linear Park and Phase IC



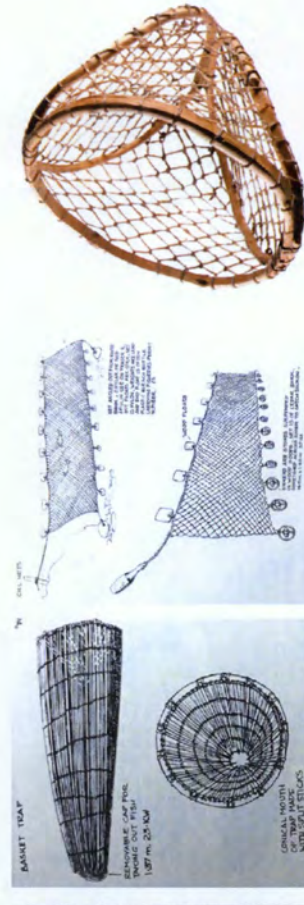
### SAN JOAQUIN RIVER

The San Joaquin River runs gracefully through the area and remains a popular spot for boating and finishing. San Joaquin River is California's second longest river.

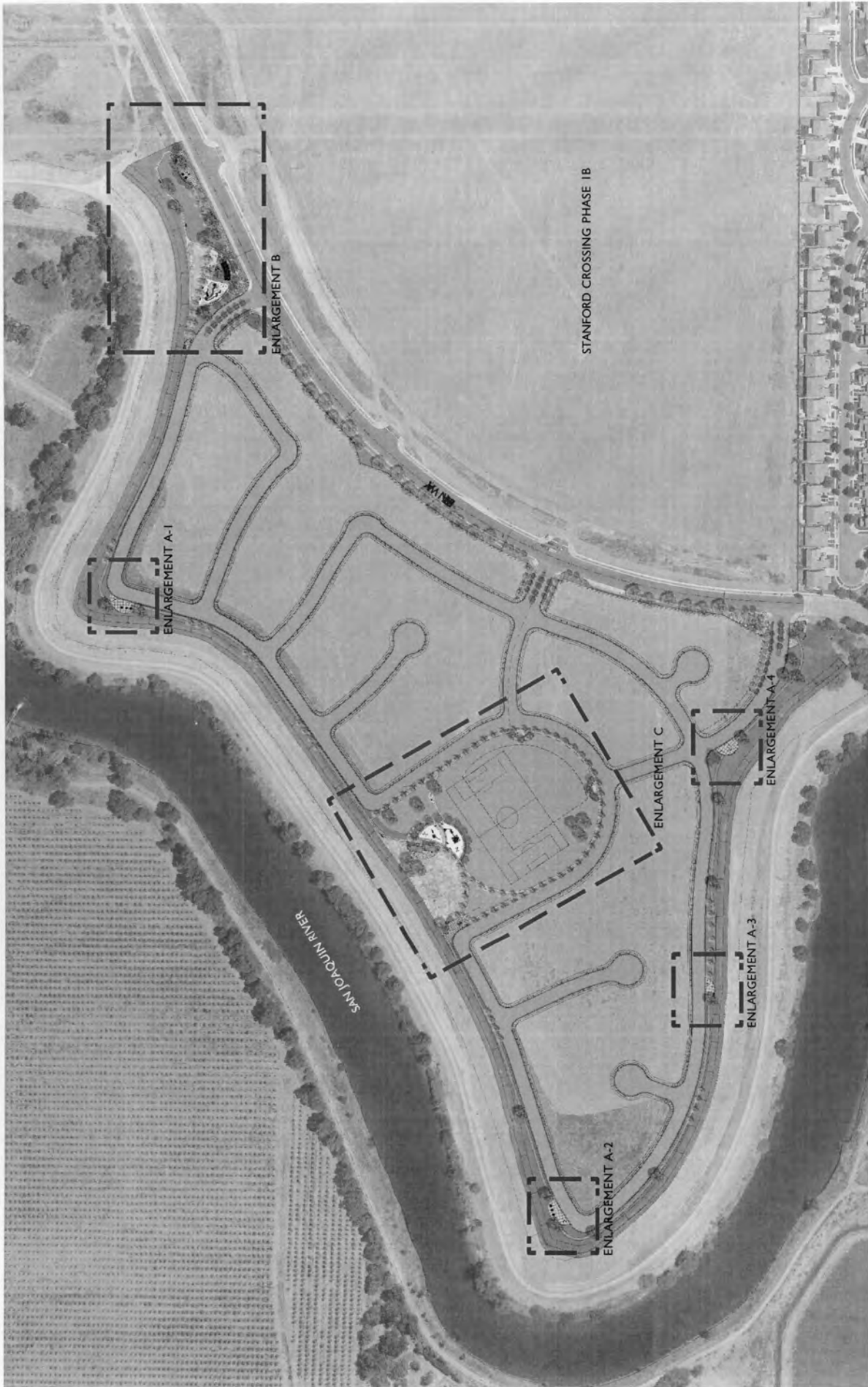
In the Mono language, the San Joaquin River is called 'typici h huu', which means "important, great river." As the longest river in Central California, the San Joaquin certainly lives up to its Mono name. The waters hold an excellent trout and aquatic insect population.

There is a lot of different fishing techniques. One of them is using fishing lines that are being cast into the water (diagonally positioned posts with nets creating a low ropes course) or a vertical fishing net, and a Native American fishing basket, commonly used in Lathrop area many, many years ago.

### LATHROP • RIVER • FISHING

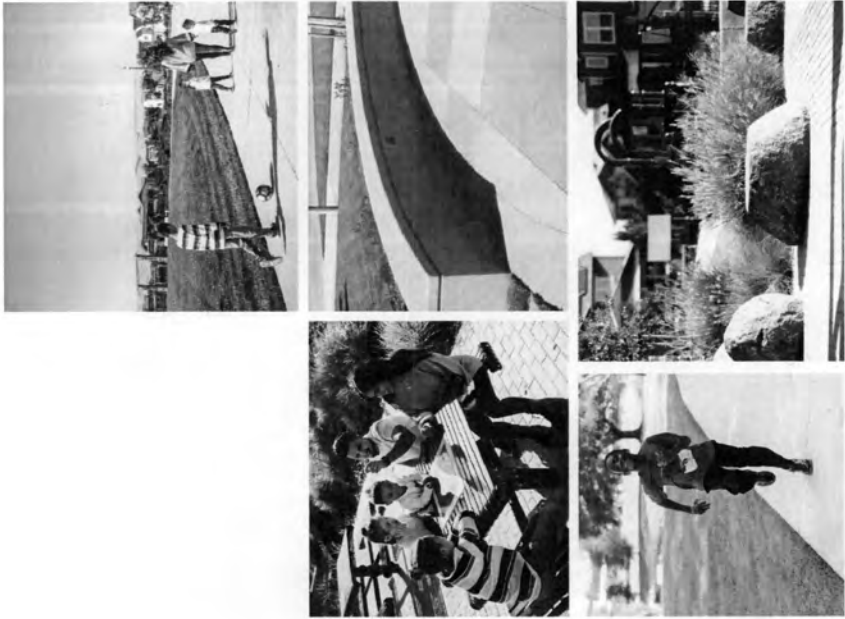


HISTORIC PHOTOS



**Legend**

- 1 8' Wide AC Trail
- 2 Picnic Table
- 3 Boulder
- 4 Concrete Seat Wall
- 5 Bench
- 6 Trash Receptacles



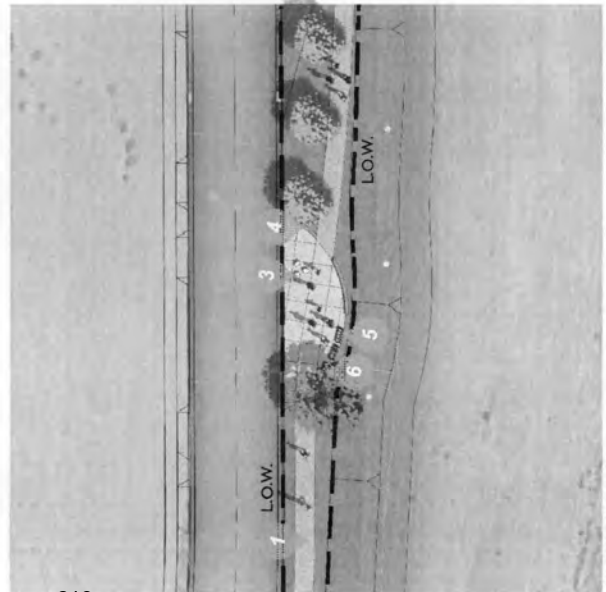
ENLARGEMENT A-2



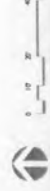
ENLARGEMENT A-4



ENLARGEMENT A-1



ENLARGEMENT A-3





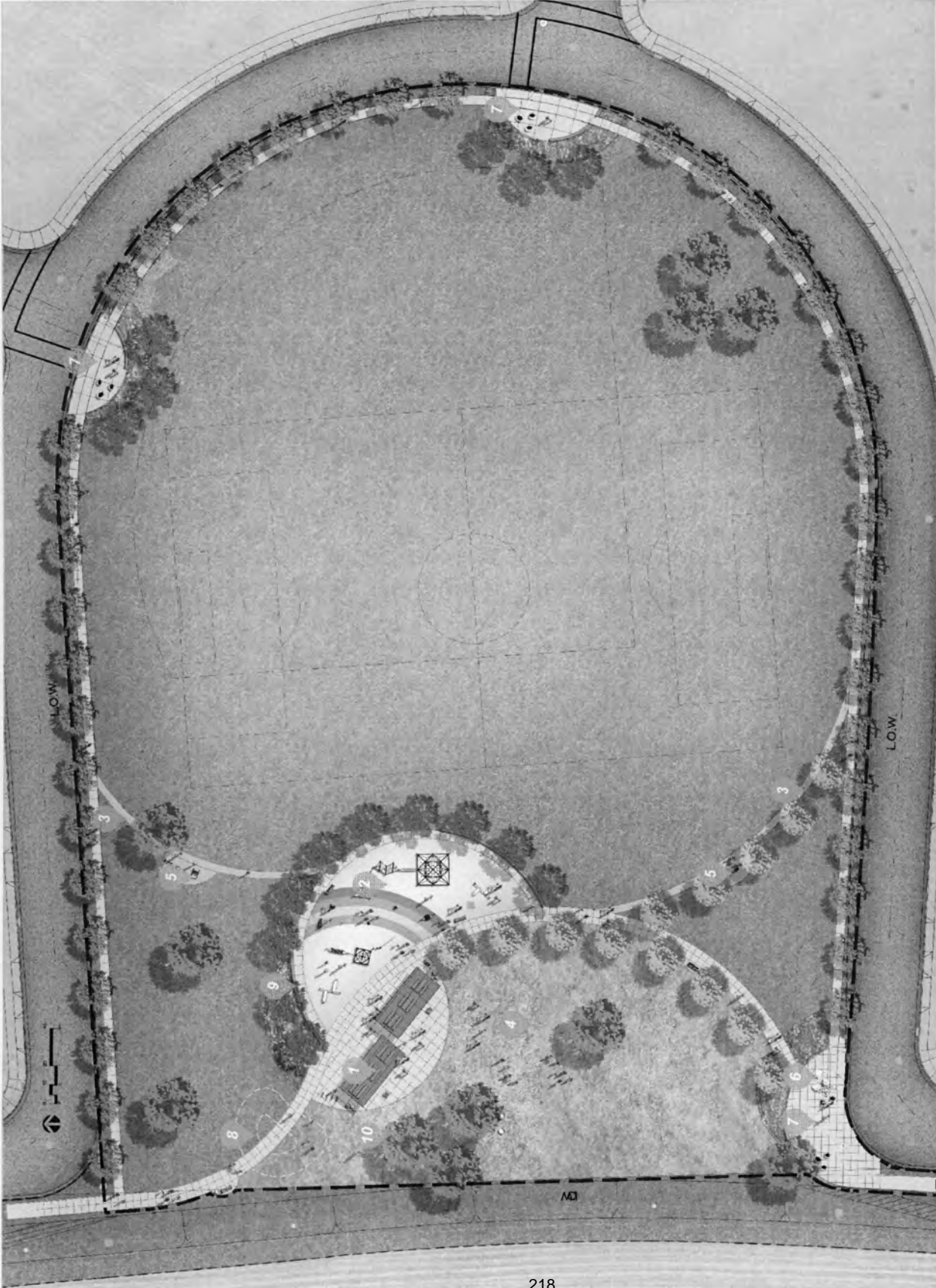


- 1 Picnic Area w/ Trellis
- 2 Playground
- 3 Game Area w/ Cornhole and Pingpong
- 4 Natural Trail
- 5 Multipurpose Lawn

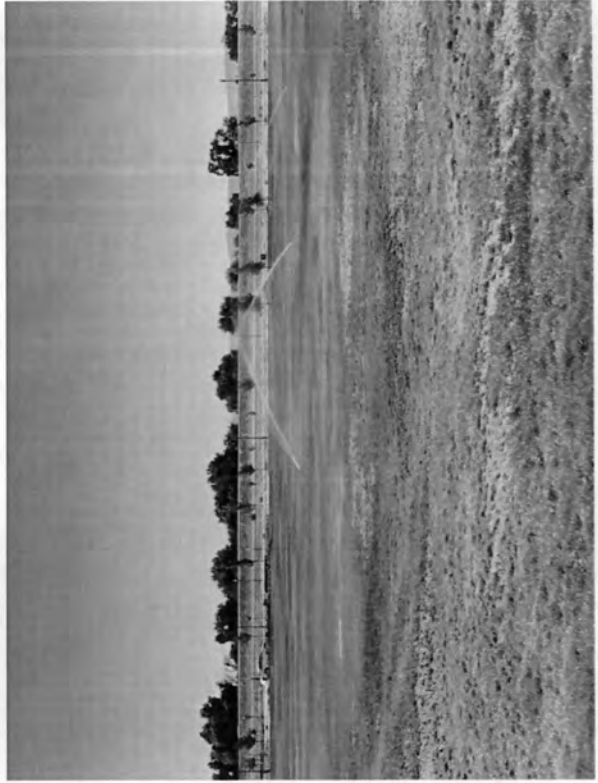
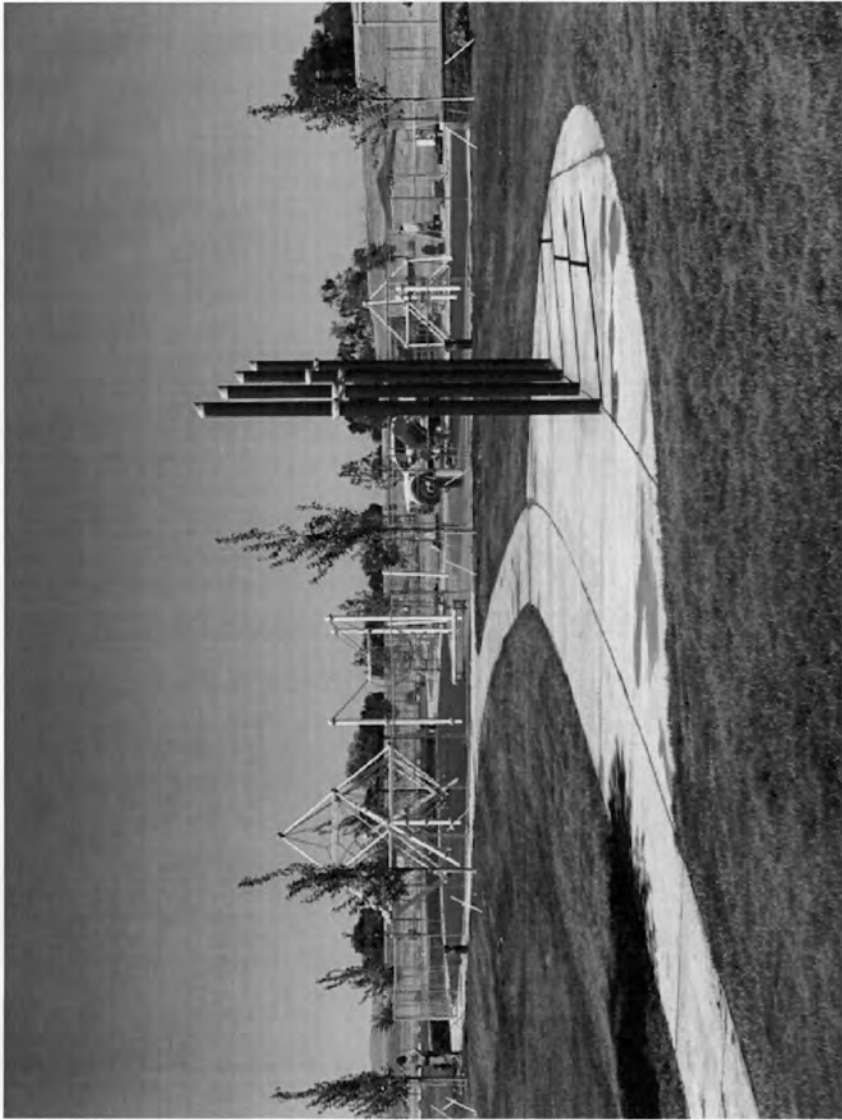
- 6 Senior Zone w/ Game Tables and Workout Equipment
- 7 Kiosk
- 8 Fence
- 9 Seat Wall



- LEGEND**
- 1 Picnic Area w/ Trellis
  - 2 Playground
  - 3 Natural Trail
  - 4 Multipurpose Lawn
  - 5 Workout Station
  - 6 Kiosk
  - 7 Entry Plaza
  - 8 Landscape Mound
  - 9 Seat Wall
  - 10 Boulders

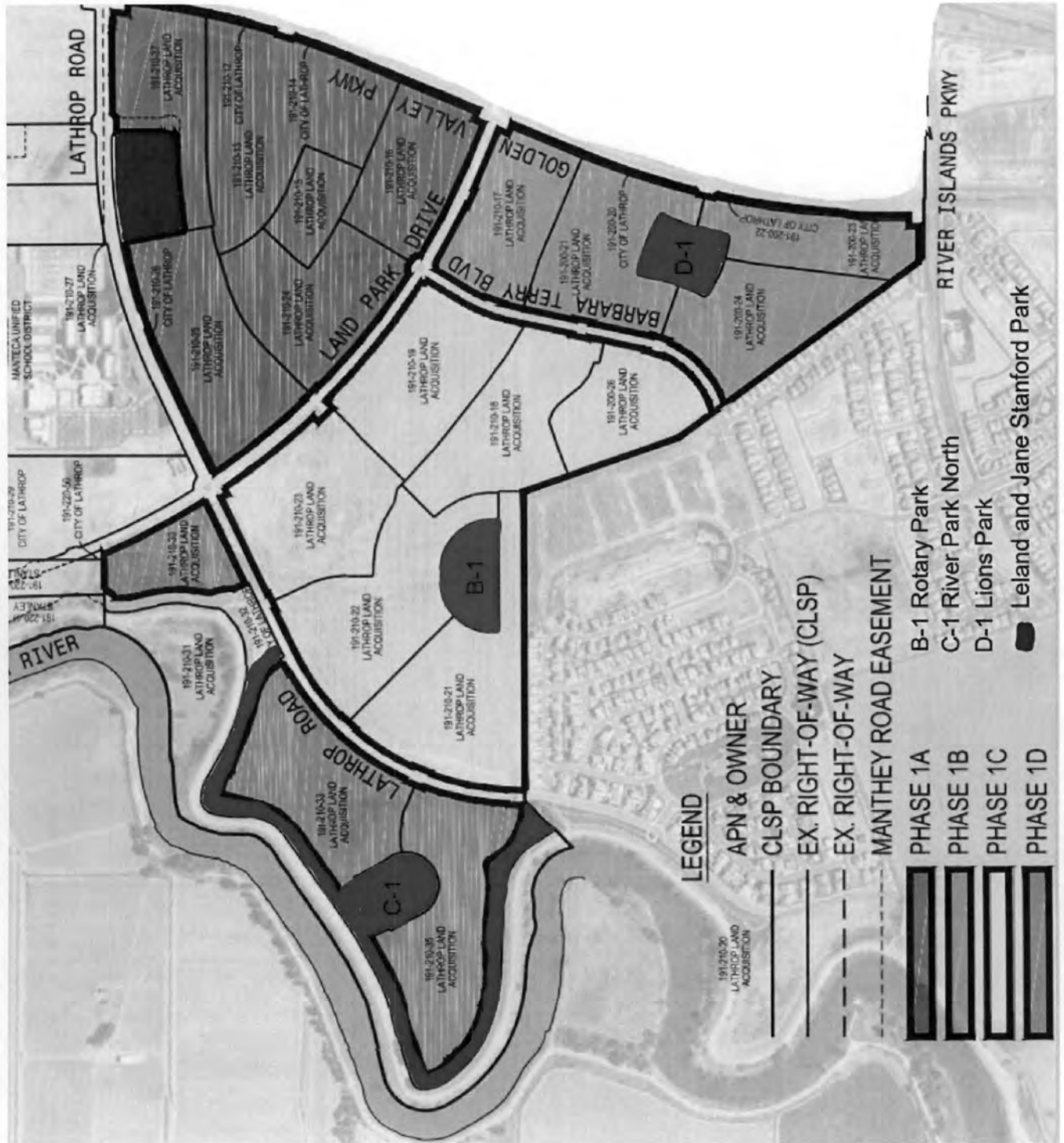


# CURRENT CONDITIONS RIVER PARK NORTH




# ROTARY PARK

## B-1



**LOCATION**



- 1 San Joaquin River
  - 2 Park West
  - 3 Lathrop Branch Library
-  Neighborhood Park

**HISTORY**

Lathrop was platted when the railroad was extended to that point. A post office has been in operation at Lathrop since 1871. The city was named for Jane Stanford, née Lathrop, wife of Leland Stanford. On September 6, 1869, four months after the golden spike ceremony of the first transcontinental railroad at Promontory Summit, the San Joaquin River Bridge at Mossdale crossing at Lathrop was finished by Western Pacific. This actually completed the last link of the transcontinental railroad to the Pacific coast with the first through train from Sacramento arriving that evening at the Alameda Wharf in San Francisco Bay.

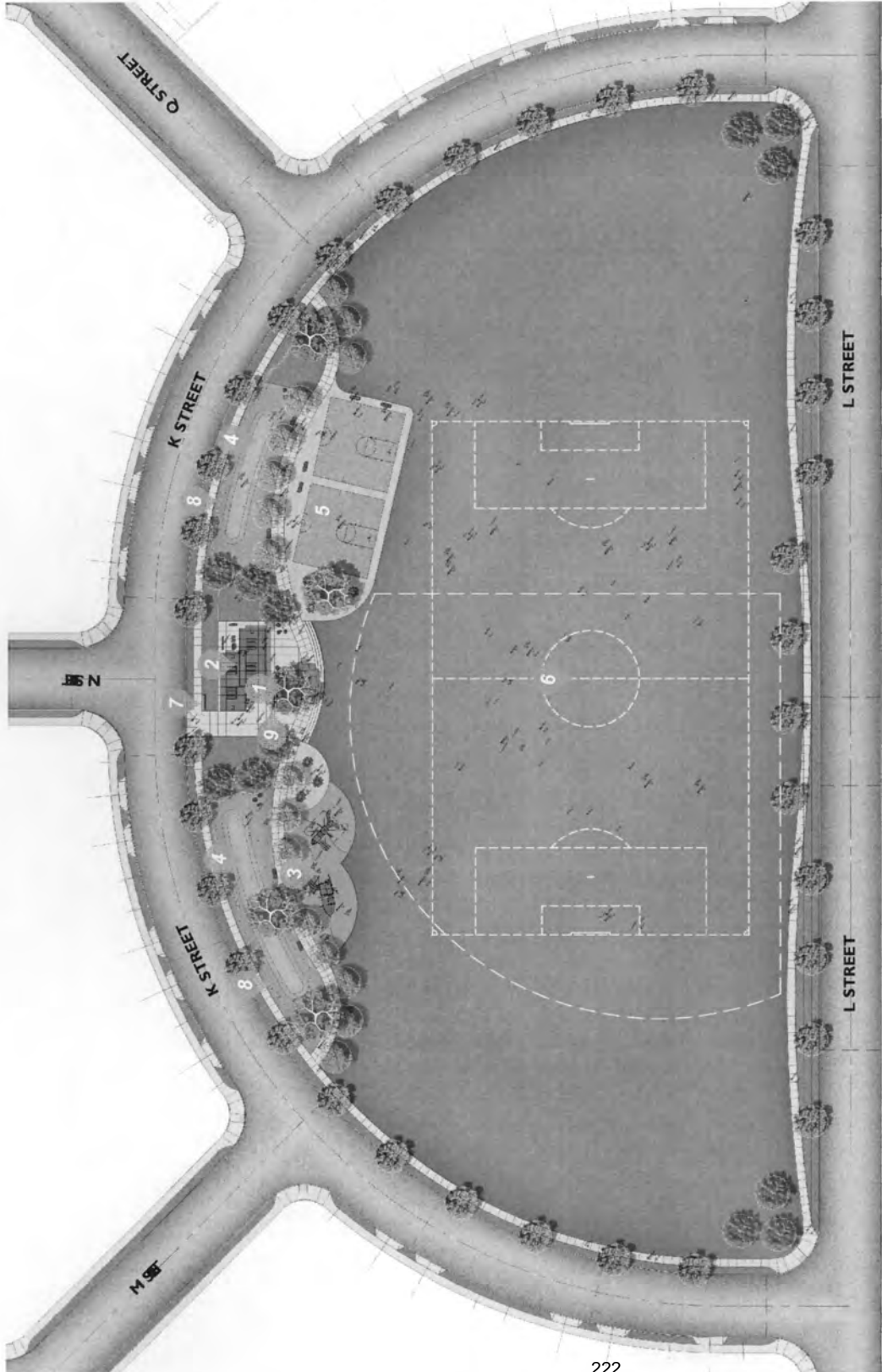
**RAILROAD • RIVER • LATHROP**

The San Joaquin River runs gracefully through the area and remains a popular spot for boating and finishing. San Joaquin River is California's second longest river. Ferry rides on the San Joaquin River were very popular in late 1800s. In the early days, there were passenger boats up and down the river and out to the island. Over time, the railroad bridge at Mossdale was again replaced with a new structure. This impressive bridge is crossed by freight trains today, as local fishermen try their luck angling on the banks of the river below. Seen for miles around, the bridge is a popular historical place for photographs.

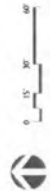
**HISTORIC PHOTOS**



**NEW PARK THEME - RIVER & FERRY**



- 1 Plaza with Accent Tree
- 2 Shaded Picnic Area with Seating, BBQ, and Trash Receptacles
- 3 Boat Themed Playground (2-5 & 5-12 Structure)
- 4 Bermmed Lawn at Play Area
- 5 Half Basketball Courts
- 6 Multipurpose Lawn
- 7 Concrete Park Sign
- 8 Dry Creek River Bed
- 9 Drinking Fountain with Dog Bowl

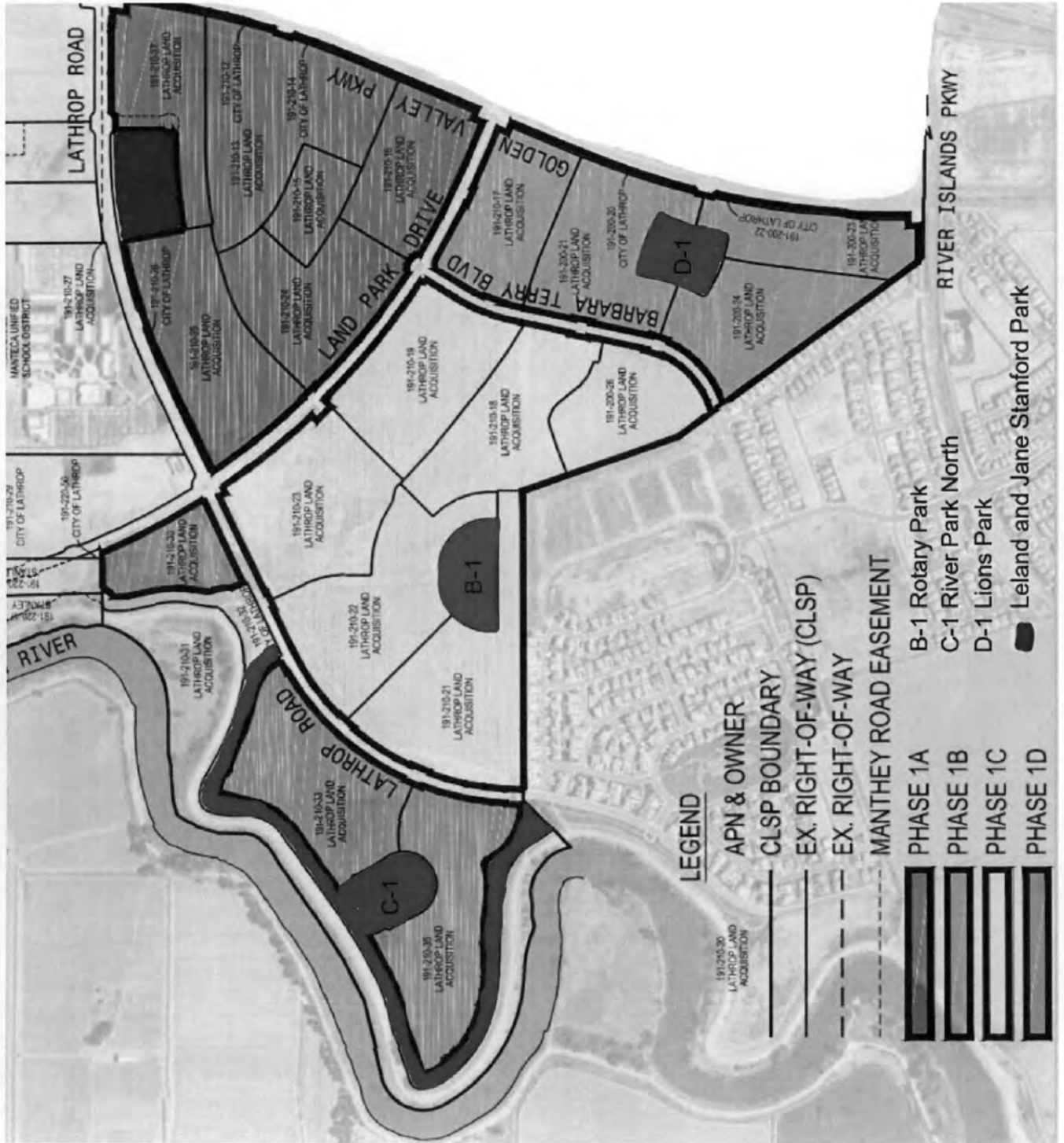


# CURRENT CONDITIONS ROTARY PARK



# LIONS PARK

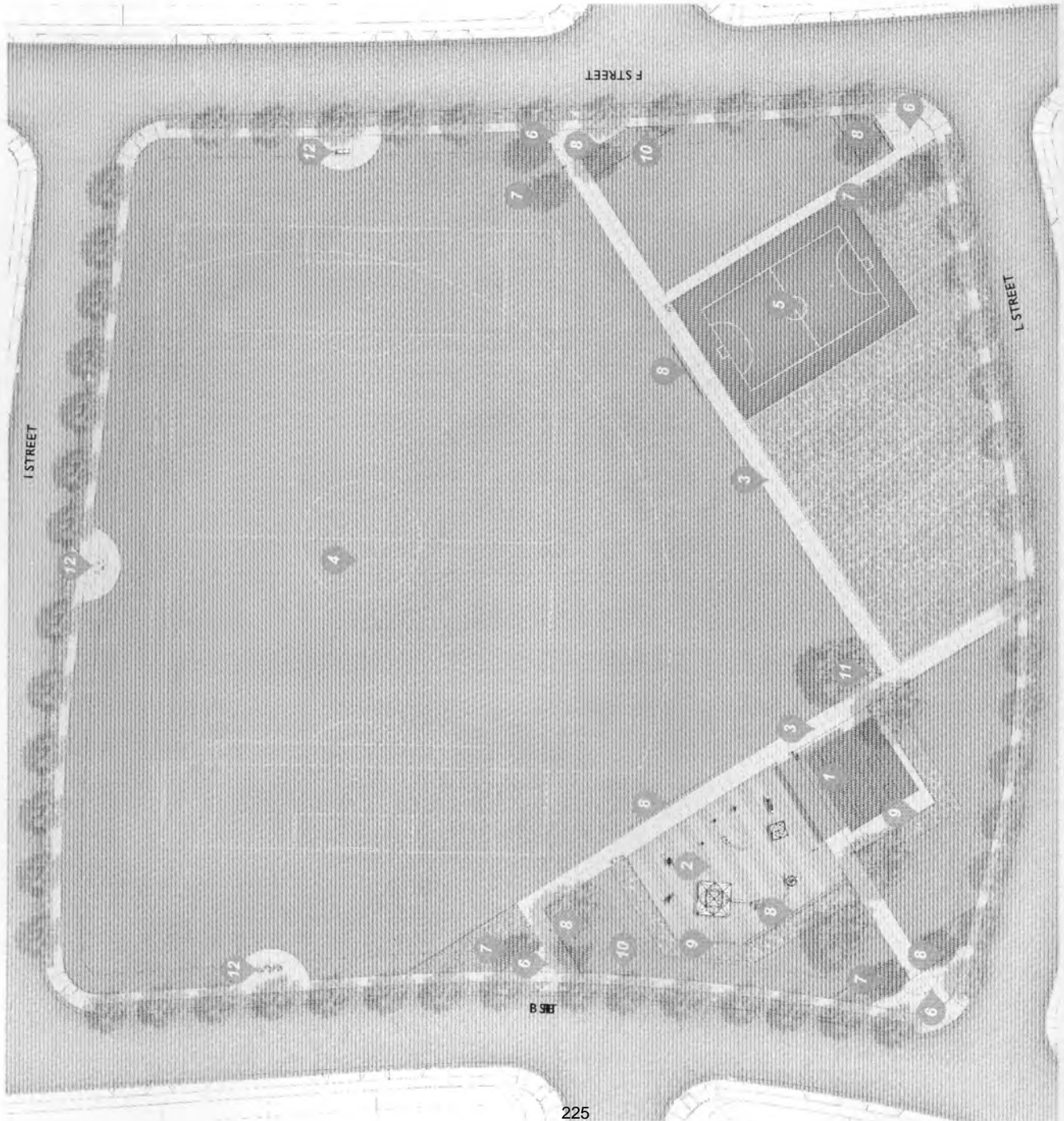
## D-1





LEGEND

- 1 PICNIC AREA W/TRELLIS
- 2 PLAYGROUND
- 3 CONCRETE PATH
- 4 MULTIPURPOSE LAWN
- 5 FUTSAL COURT
- 6 PEDESTRIAN ENTRY
- 7 ORCHARD TREES
- 8 SEAT WALL
- 9 SPLIT RAIL FENCE
- 10 PARK SIGN
- 11 CLOCK TOWER
- 12 WORKOUT STATION



# CURRENT CONDITIONS LIONS PARK



## ITEM 4.13

### **CITY MANAGER'S REPORT SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**

**ITEM:** **ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY RTC CONSTRUCTION MANAGEMENT, INC. DBA R.L. FRIEND CONSTRUCTION, INC. FOR WATER SYSTEM REPAIRS, CIP PW 21-07**

**RECOMMENDATION:** **Adopt Resolution Accepting Public Improvements Constructed by RTC Construction Management, Inc. dba R.L. Friend Construction, Inc. for Water System Repairs CIP PW 21-07, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds**

---

#### **SUMMARY:**

The Water System Repairs Capital Improvement Project (CIP) PW 21-07 (Project) was created to install a water main pipeline, service laterals, and water valve repairs throughout the City's water system network. RTC Construction Management, Inc. dba R.L. Friend Construction, Inc. (R.L. Friend Construction, Inc.) has completed the construction of the Project. Staff has inspected the improvements and has deemed these improvements complete and in accordance with the approved plans and specifications.

R.L. Friend Construction, Inc. has submitted lien releases confirming all sub-contractors and suppliers have been paid in full and a one-year warranty bond (based on 10% of the construction contract) for the improvements to be accepted.

Staff is requesting City Council accept the improvements constructed by R.L. Friend Construction, Inc. for the Water System Repairs, CIP PW 21-07. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to R.L. Friend Construction, Inc. for \$62,774 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

#### **BACKGROUND:**

The City's Water System Master Plan (WSMP) identified areas in the City's water system network that needed replacement and repair to improve system reliability and performance, including several deficient water system valves and fittings. The Project scope also included upsizing a section of the water main located on J Street to 12" and an existing 12" transmission main for Booster Pump Station and Tank No.1 (BPS-1) to 16" to improve system performance.

**CITY MANAGER’S REPORT** **PAGE 2**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY RTC CONSTRUCTION**  
**MANAGEMENT, INC. DBA R.L. FRIEND CONSTRUCTION, INC. FOR WATER**  
**SYSTEM REPAIRS, CIP PW 21-07**

On June 14, 2021, City Council awarded a construction contract to R.L. Friend Construction, Inc. for the construction of these improvements. The awarded contract was for \$1,084,300, and a 10% construction contingency of \$108,430 was authorized for staff to use as necessary to achieve the goals of the Project. The total construction budget for the project was \$1,192,730.

During construction, additional contract change orders were issued for a final contract amount of \$1,192,700. The construction costs referenced below capture all expenditures.

Construction costs are as follows:

|                                 |                     |
|---------------------------------|---------------------|
| A. Construction Contract        | \$ 1,084,300        |
| B. Additional Change Orders     | \$ 108,400          |
|                                 | \$ 1,192,700        |
| <b>Total Construction Costs</b> | <b>\$ 1,192,700</b> |

Upon acceptance of the improvements, the performance bond (Bond No. 2318906, \$14,343) and payment bond (Bond No. 2318906) will be released and replaced with a one-year warranty bond (Bond No. 2318908, \$119,273). The one-year warranty bond covers any repairs or replacements that may become necessary during the one-year period beginning with this acceptance due to any defective materials or workmanship in connection with the completed improvements. R.L. Friend Construction, Inc. has also provided the necessary lien releases for the materials supplied and completed work.

Staff requests City Council accept the improvements constructed by R.L. Friend Construction, Inc. for the Water System Repairs, CIP PW 21-07. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to R.L. Friend Construction, Inc. for \$62,774 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds. Staff requests that unused funds be transferred back into the Water Capital Replacement Fund (5600).

**REASON FOR RECOMMENDATION:**

R.L. Friend Construction, Inc. has completed the project pursuant to the contract documents dated June 14, 2021. Staff has inspected the improvements and deemed them complete and in accordance with City standards and approved plans and specifications. The performance bond (Bond No. 2318906, \$14,343) and payment bond (Bond No. 2318906) will be released and replaced with a one-year warranty bond (Bond No. 2318908, \$119,273) upon City Council’s acceptance of the improvements.

**CITY MANAGER'S REPORT** **PAGE 3**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY RTC CONSTRUCTION**  
**MANAGEMENT, INC. DBA R.L. FRIEND CONSTRUCTION, INC. FOR WATER**  
**SYSTEM REPAIRS, CIP PW 21-07**

The warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements. R.L. Friend Construction, Inc. has also provided the necessary lien releases for the materials supplied and completed work.

**FISCAL IMPACT:**


The final construction contract amount with R.L. Friend Construction, Inc. for CIP PW 21-07 is for \$1,192,730. Adequate funds have been allocated in the FY 2021/22 budget to close out the project. With the completion of this project, staff requests that unused funds be transferred back into the Water Capital Replacement Fund (5600).

**ATTACHMENTS:**

- A. Resolution Accepting Public Improvements Constructed by R.L. Friend Construction, Inc. for the Water System Repairs, CIP PW 21-07, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- B. Notice of Completion – Water System Repairs, Capital Improvement Project (CIP) PW 21-07
- C. Project Location Map – Water System Repairs, Capital Improvement Project (CIP) PW 21-07

**CITY MANAGER'S REPORT**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY RTC CONSTRUCTION**  
**MANAGEMENT, INC. DBA R.L. FRIEND CONSTRUCTION, INC. FOR WATER**  
**SYSTEM REPAIRS, CIP PW 21-07**

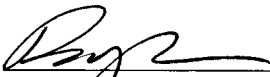
**APPROVALS:**

  
\_\_\_\_\_  
Angel Abarca  
Assistant Engineer

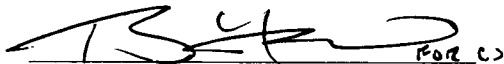
8-24-22  
Date

  
\_\_\_\_\_  
Ken Reed  
Senior Construction Manager

8.25.22  
Date

  
\_\_\_\_\_  
Brad Taylor  
City Engineer


8/29/2022  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

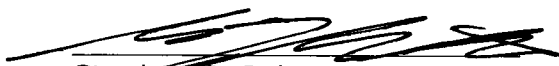
8/29/2022  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

8.29.2022  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8.25.2022  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.10.22  
Date

**RESOLUTION NO. 22 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS CONSTRUCTED BY RTC CONSTRUCTION MANAGEMENT, INC. DBA R.L. FRIEND CONSTRUCTION, INC. FOR WATER SYSTEM REPAIRS, CIP PW 21-07, AUTHORIZE THE FILING OF A NOTICE OF COMPLETION, RELEASE OF CONTRACT RETENTION, AND RELEASE OF PERFORMANCE AND PAYMENT BONDS**

**WHEREAS**, on June 14, 2021, City Council awarded a construction contract to RTC Construction Management, Inc. dba R.L. Friend Construction, Inc. (R.L. Friend Construction, Inc.) for the construction of the Water System Repairs Capital Improvement Project (CIP) PW 21-07 (Project) in the amount of \$1,084,300, and a 10% construction contingency of \$108,430 was authorized for staff to use as necessary to achieve the goals of the Project; and

**WHEREAS**, the scope of work consisted of installing a water main pipeline, service laterals, and water valve repairs throughout the City's water system network; and

**WHEREAS**, the Project scope included upsizing a section of the water main located on J Street to 12" and an existing 12" transmission main for Booster Pump Station and Tank No.1 (BPS-1) to 16" to improve system performance; and

**WHEREAS**, R.L. Friend Construction, Inc. has successfully completed the Project work at a total cost of \$ 1,192,700; and

**WHEREAS**, staff has inspected the improvements and has deemed them complete and in accordance with the approved plans and specifications; and

**WHEREAS**, R.L. Friend Construction, Inc. has provided the necessary lien releases for the materials supplied and completed work and a one-year warranty bond (based on 10% of total project cost) for the improvements being accepted; and

**WHEREAS**, the performance bond (Bond No. 2318906, \$14,343) and payment bond (Bond No. 2318906) will be released and replaced with a one-year warranty bond (Bond No. 2318908, \$119,273) upon City Council's acceptance of the improvements; and

**WHEREAS**, the one-year warranty bond covers any repairs or replacements that may become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements; and

**WHEREAS**, staff requests City Council accept the public improvements constructed by R.L. Friend Construction, Inc. for the Water System Repairs CIP PW 21-07; and

**WHEREAS,** staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to R.L. Friend Construction, Inc., in the amount of \$62,774, within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

**NOW THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop does hereby accept the public improvements constructed by R.L. Friend Construction, Inc. for the Water System Repairs CIP PW 21-07, pursuant to the contract documents dated June 14, 2021; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop authorizes the filing of the Notice of Completion with the San Joaquin County Clerk and the release of the contract retention to R.L. Friend Construction, Inc., in the amount of \$62,774, within forty-five (45) days after the recording of the Notice of Completion, and authorizes the release of the performance and payment bonds.



The foregoing resolution was passed and adopted this 12th day of September 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

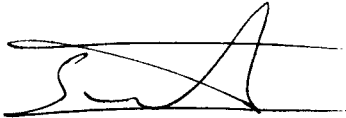
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

**RECORDING REQUESTED BY, AND  
WHEN RECORDED MAIL TO:**

CITY OF LATHROP  
ATTN: CITY CLERK  
390 TOWNE CENTRE DRIVE  
LATHROP, CA 95330  
*Exempt from payment of recording fees (GC 11922)*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:

NAME STREET AND NO. CITY STATE

City of Lathrop 390 Towne Centre Drive Lathrop CA 95330

(If more than one owner of the interest stated, the name and address of each must be stated)

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.

3. That the nature of title or the stated owner, or if more than one owner, then of the stated owner and co-owners is: Project No. CIP PW 21-07 Water System Repairs by RTC Construction Management, Inc. dba R.L. Friend Construction, Inc.

4. That on the 12th day of September 2022 a work of improvement on the real property herein described was completed.

5. That the name of the original contractor, if any, for said work of improvement was: RTC Construction Management, Inc. dba R.L. Friend Construction, Inc.

6. That the name and address of the transferor is:

NAME STREET AND NO. CITY STATE

RTC Construction Management, Inc. 731 E. Yosemite Ave, Ste B-127 Merced CA 95340  
dba R.L. Friend Construction, Inc.

7. That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:

Project No. CIP PW 21-07 Water System Repairs

**CITY OF LATHROP**

By: \_\_\_\_\_  
Stephen J. Salvatore, City Manager Date

That the undersigned has knowledge of the contents herein and states under penalty of perjury that the foregoing is true and correct.

By: \_\_\_\_\_  
Teresa Vargas, City Clerk Date

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **September 12, 2022** by **RTC Construction Management, Inc. dba R.L. Friend Construction, Inc.** to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **September 12, 2022**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_

By \_\_\_\_\_  
Stephen J. Salvatore, City Manager

**LEGEND**

PROJECT LOCATIONS



**ATTACHMENT**  
"C"



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



**CITY OF LATHROP**

**LOCATION MAP - WATER SYSTEM REPAIRS CIP PS 21-07**

## ITEM 4.14

### CITY MANAGER'S REPORT SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING

**ITEM:**                                    **ACCEPT          PUBLIC          OFFSITE          LANDSCAPE  
IMPROVEMENTS FROM SOUTH LATHROP LAND, LLC**

**RECOMMENDATION:**   **Adopt Resolution Accepting Offsite Landscape  
Improvements from South Lathrop Land, LLC in the  
South Lathrop Specific Plan Area**

---

#### **SUMMARY:**

South Lathrop Land, LLC (SLL), the developer for the South Lathrop Commerce Center (SLCC) Project, has constructed the offsite landscape improvements in accordance with their Subdivision Improvement Agreement (SIA) for Parcel Map 17-01, dated September 10, 2018. The approximate value of the improvements proposed to be accepted is \$374,175, as shown in the GASB 34 Report included as Attachment "C". These improvements have been inspected by staff and have been deemed complete and constructed in accordance with City specifications by the City Engineer.

The Performance Bond No. K13490624 in the amount of \$27,338,888.50 and Labor and Materials Bond No. K13490624 in the amount of \$13,669,444.25 are to remain in place for work not completed, including linear park and sidewalk and to guarantee any warranty and maintenance work that may be required within one (1) year of Council acceptance. After the initial one-year warranty period, the costs to maintain these facilities will be funded through CFD No. 2019-01.

Staff recommends City Council accept the completed public improvements in accordance with City specifications.

#### **BACKGROUND:**

On July 20, 2015, the South Lathrop Specific Plan (SLSP) was adopted by City Council and annexed into the City of Lathrop on June 14, 2016. The SLSP annexation includes a 99-acre portion of the Lathrop Gateway Business Park Specific Plan and encompasses a 315-acre area that includes commercial office uses, limited industrial uses and open space.

On April 18, 2016, City Council approved SLCC Vesting Tentative Parcel Map No. VTM 15-94 with Conditions of Approval for development consistent with SLSP. The SLCC Project is generally located at the southeast portion of the City limits bounded by State Route 120 to the north, San Joaquin River to the west, and the Union Pacific Railroad to the south.

**CITY MANAGER'S REPORT** **PAGE 2**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**ACCEPT PUBLIC OFFSITE LANDSCAPE IMPROVEMENTS FROM SOUTH**  
**LATHROP LAND, LLC**

On January 13, 2020, City Council accepted various offsite improvements from SLL that were constructed in accordance with their SIA and Development Agreement, including backbone infrastructure improvements, a regional outfall structure, a storm drain pump station, a sanitary sewer pump station, a traffic signal, and highway interchange improvements.

Construction of the offsite landscape improvements is complete and the approximate value of the improvements proposed to be accepted is \$374,175, as shown in the GASB 34 report. The costs to maintain these facilities after the first year is funded through CFD No. 2019-01.

Normally, the City would release the performance bond and labor and materials bond once the improvements are accepted by Council and require a one-year warranty bond to secure SLL's obligation to repair construction defects encountered during the one-year warranty bond period. However, in this case, the Performance Bond No. K13490624 in the amount of \$27,338,888.50 and Labor and Materials Bond No. K13490624 in the amount of \$13,669,444.25 provided with the SIA will remain in place to guarantee work not completed and to guarantee any warranty and maintenance work that may be required within one (1) year of Council acceptance.

**REASON FOR RECOMMENDATION:**

Staff has inspected the offsite landscape improvements for the SLCC Development and confirmed that the improvements have been completed in accordance with City specifications and deemed complete by the City Engineer. SLL has submitted lien releases for the improvements being accepted. Staff has received the as-built drawings for said improvements. Staff recommends Council accept the improvements.

**FISCAL IMPACT:**


The approximate value of the improvements proposed to be accepted is \$374,175 as shown in the GASB34 Report and the costs to maintain these facilities is funded through CFD No. 2019-01.

**ATTACHMENTS:**


- A. Resolution Accepting Various Offsite Improvements from South Lathrop Land, LLC in the South Lathrop Specific Plan Area
- B. Location Map for the South Lathrop Specific Plan Area
- C. Project GASB 34 Report

**CITY MANAGER'S REPORT** **PAGE 3**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**ACCEPT PUBLIC OFFSITE LANDSCAPE IMPROVEMENTS FROM SOUTH LATHROP LAND, LLC**

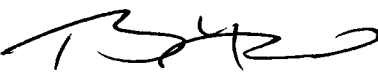
**APPROVALS:**

  
\_\_\_\_\_  
Bellal Nabizadah  
Assistant Engineer

8/29/22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Brad Taylor  
City Engineer

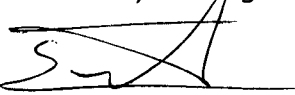
8/29/2022  
\_\_\_\_\_  
Date

 FOR (3)  
\_\_\_\_\_  
Cari James  
Finance Director

8/29/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

8.29.2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8-25-2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.6.22  
\_\_\_\_\_  
Date

**RESOLUTION NO. 22-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC OFFSITE LANDSCAPE IMPROVEMENTS FROM SOUTH LATHROP LAND, LLC IN THE SOUTH LATHROP SPECIFIC PLAN AREA**

**WHEREAS**, on July 20, 2015, the South Lathrop Specific Plan was adopted by City Council and annexed to the City of Lathrop on June 14, 2016; and

**WHEREAS**, on April 18, 2016, City Council approved South Lathrop Commerce Center (SLCC) Vesting Tentative Parcel Map No. VTM 15-94 with Conditions of Approval for development consistent with the South Lathrop Specific Plan; and

**WHEREAS**, on January 13, 2020, City Council accepted various offsite improvements from SLL that were constructed in accordance with their Subdivision Improvement Agreement (SIA) and Development Agreement (DA), including the backbone infrastructure improvements, a regional outfall structure, a storm drain pump station, a sanitary sewer pump station, a traffic signal, and highway interchange improvements; and

**WHEREAS**, construction of the offsite landscape improvements is complete and the approximate value of the improvements being accepted is \$374,175, as shown in the GASB 34 report and the costs to maintain these facilities is funded through CFD No. 2019-01; and

**WHEREAS**, the Performance Bond No. K13490624 in the amount of \$27,338,888.50 and Labor and Materials Bond No. K13490624 in the amount of \$13,669,444.25 provided with the SIA will remain in place to guarantee work not completed and to guarantee any warranty and maintenance work that may be required within one (1) year of Council acceptance; and

**WHEREAS**, staff has inspected the offsite landscape improvements for the SLCC Development and confirmed that the improvements have been completed in accordance with City specifications and deemed complete by the City Engineer.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby accept the offsite landscape improvements for the SLCC Development.



The foregoing resolution was passed and adopted this 12<sup>th</sup> day of September 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:


ABSENT:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

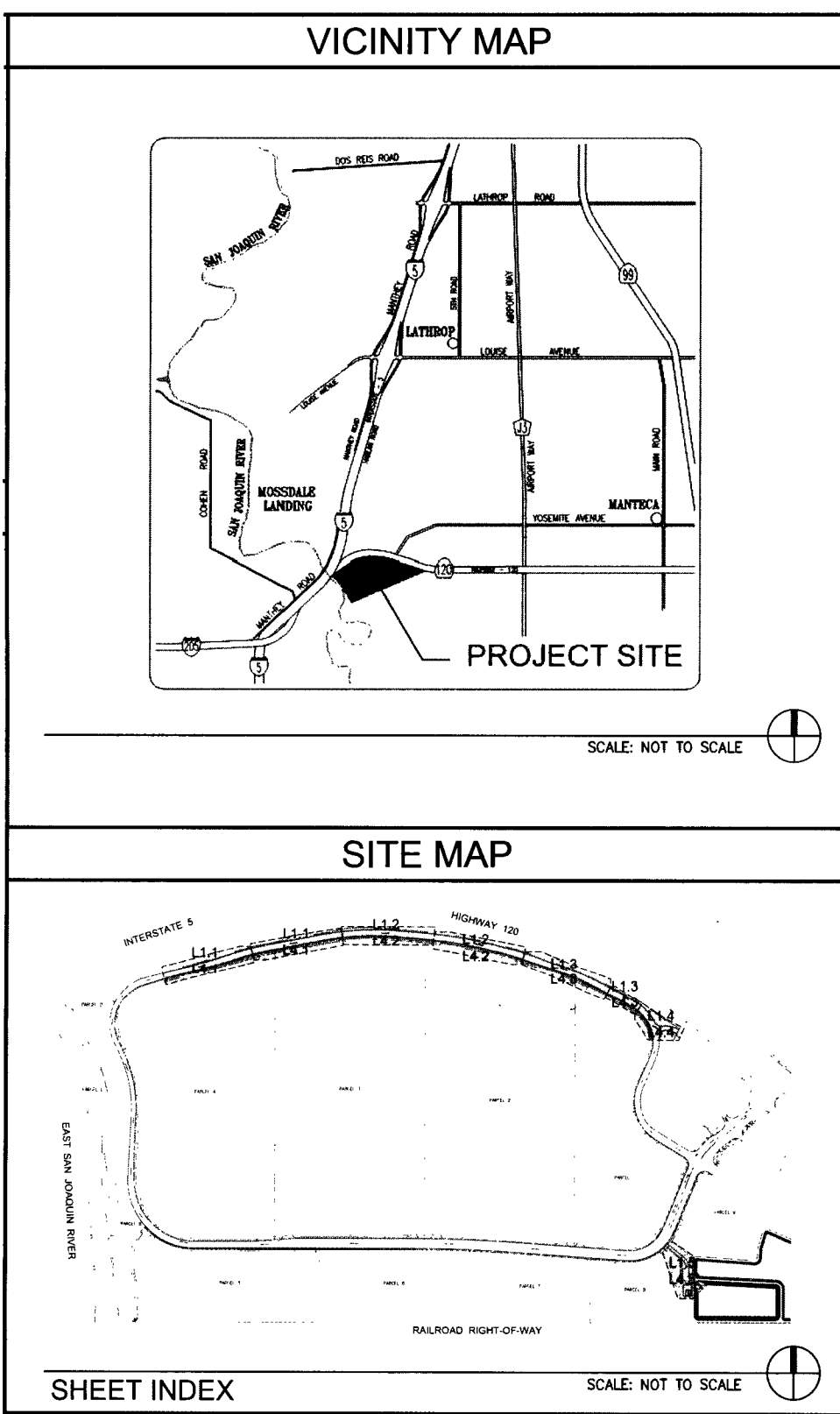
**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

# LOCATION EXHIBIT FOR IMPROVEMENTS- SLCC LANDSCAPE



## SOUTH LATHROP COMMERCE CENTER GLACIER ROAD PUBLIC RIGHT-OF-WAY & PUMP STATION

**CITY OF LATHROP PROJECT ACCEPTANCE (GASB 34 REPORT)**  
 Submitted by South Lathrop Land, LLC  
 Costs based on pricing from Grover Landscape dated August 13, 2021 \*  
**August 4, 2022**

|  | QTY  | UNIT | UNIT COST    | AMOUNT       | TOTAL                      |
|--|------|------|--------------|--------------|----------------------------|
| <b>Landscape Improvements - Glacier Street (north) and Pump Stations - TriPoint Logistics Center</b> |      |      |              |              |                            |
| Soil Preparation   | 1.00 | LS   | \$23,255.00  | \$23,255.00  |                            |
| Irrigation System  | 1.00 | LS   | \$228,815.00 | \$228,815.00 |                            |
| Tree and Plant Installation  | 1.00 | LS   | \$117,880.00 | \$117,880.00 |                            |
| Hydroseed Meadow Areas   | 1.00 | LS   | \$4,225.00   | \$4,225.00   |                            |
| <b>TOTAL HARD COSTS:</b>   |      |      |              |              | <b><u>\$374,175.00</u></b> |

**Note:**

\* See attached Revised Landscape Proposal for the South Lathrop Commerce Center - North Glacier & Pump Stations

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## ITEM 4.15

### **CITY MANAGER'S REPORT SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**

**ITEM:**                               **CREATE CAPITAL IMPROVEMENT PROJECT PS 23-04 FOR THE JOHNSON FERRY STREETLIGHT INSTALLATION AND APPROVE RELATED BUDGET AMENDMENT**

**RECOMMENDATION:**   **Adopt Resolution Approving the Creation of Capital Improvement Project, PS 23-04 Johnson Ferry Streetlight Installation and Awarding a Construction Contract to Bockmon & Woody Electric Co. Inc., and Related Budget Amendment**

---

#### **SUMMARY:**

The City received numerous complaints from residents about limited street lighting on Johnson Ferry Road. A photometric analysis was conducted and Johnson Ferry Road was identified as a street needing three (3) additional streetlights. The Capital Improvement Project (CIP) PS 23-04 Johnson Ferry Road, Streetlight Installation proposes to install three (3) decorative streetlights on Johnson Ferry Road.

The bid solicitation package for the construction of the project was advertised on July 15, 2022 in accordance with Informal Bidding Procedures in CA PCC 22032 (California Uniform Public Construction Cost Accounting Act) and Lathrop Municipal Code (LMC) 3.30.060 and 3.30.070.

Public Works received and opened three (3) bids on July 27, 2022. Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be Bockmon & Woody Co. Inc., with a bid of \$63,750.

Staff is requesting City Council approve the creation of Capital Improvement Project (CIP) PS 23-04 and award a construction contract to Bockmon & Woody Co. Inc. for the installation of three (3) streetlights at Johnson Ferry Road for \$63,750. Staff also requests City Council authorize a 15% contingency of \$9,563 for a total construction cost not to exceed \$73,313.

Staff is also requesting City Council approve a budget amendment transferring \$66,000 from the Mosssdale Landscape and Lighting Capital Replacement Fund and \$9,000 from the Mosssdale and Lighting CFD Operating Fund 2580 to the Streets CIP Fund (3310) to support the construction costs.

#### **BACKGROUND:**

The City received numerous complaints from residents about limited street lighting on Johnson Ferry Road. A photometric analysis was conducted and Johnson Ferry Road was identified as a street needing three (3) additional streetlights.

**CITY MANAGER’S REPORT** **PAGE 2**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**CREATE CIP PS 23-04 FOR THE JOHNSON FERRY STREETLIGHT**  
**INSTALLATION AND APPROVE RELATED BUDGET AMENDMENT**

City staff prepared the plans and technical specifications. The informal bid solicitation package for the Johnson Ferry Streetlight Installation project was advertised on July 15, 2022, in accordance with Informal Bidding Procedures in CA PCC 22032 and LMC 3.30.060 and 3.30.070. Three (3) bids were received; bids were determined to be responsive and responsible.

The bid results are summarized in Table 1 below:

**Table 1: Summary of Bid Results**

| <b>Contractor</b>                 | <b>Total Bid</b> |
|-----------------------------------|------------------|
| Bockmon & Woody Electric Co. Inc. | \$63,750         |
| Pacific Excavation Inc.           | \$69,859         |
| Tennyson Electric Inc.            | \$77,265         |

Staff reviewed and evaluated the bids and determined that the lowest responsive and responsible bidder is Bockmon & Woody Electric Co. Inc. Staff requests City Council adopt a resolution awarding a construction contract to Bockmon & Woody Electric Co. Inc. for \$63,750, authorize a 15% contingency of \$9,563 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$73,313.

The scope of work to be performed under this contract is generally described as the installation of (3), 16’ decorative poles with three (3) new LED decorative top fixtures already purchased by the city, construction of pole foundations, sidewalk panel demolition and restoration, horizontal boring, conduit run and cable splicing from existing pull box to the three new street lights.

**REASON FOR RECOMMENDATION:**

The proposed project will install (3) three already purchased streetlights on Johnson Ferry Road, which will alleviate resident concerns and will substantiate conformance with the photometric analysis conducted.

**FISCAL IMPACT:**

Staff is requesting that City Council approve the creation of CIP PS 23-04 Johnson Ferry, Street Light Installation, award a construction contract to Bockmon & Woody Electric Co. for \$63,750, 15% contingency for \$ 9,563 for a total contract amount not to exceed \$73,313.

Sufficient funds were not included in the adopted Fiscal Year 22/23 budget. Therefore, staff is requesting a budget amendment transferring \$66,000 from the Mossdale Landscape and Lighting Capital Replacement Fund 2610 and \$9,000 from the Mossdale and Lighting CFD Operating Fund 2580 to the Streets CIP Fund (3310) as follows:

**CITY MANAGER'S REPORT** **PAGE 3**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**CREATE CIP PS 23-04 FOR THE JOHNSON FERRY STREETLIGHT**  
**INSTALLATION AND APPROVE RELATED BUDGET AMENDMENT**

Decrease Appropriations

|                     |  |         |
|---------------------|--|---------|
| 2580-5064-420-75-00 |  | \$9,000 |
|---------------------|--|---------|

Increase Transfer Out

|                     |  |          |
|---------------------|--|----------|
| 2580-9900-990-90-10 |  | \$9,000  |
| 2610-9900-990-90-10 |  | \$66,000 |

Increase Transfer In

|                     |          |          |
|---------------------|----------|----------|
| 3310-9900-393-00-00 | PS 23-04 | \$75,000 |
|---------------------|----------|----------|

Increase Expenditures

|                     |          |          |
|---------------------|----------|----------|
| 3310-8000-420-12-00 | PS 23-04 | \$75,000 |
|---------------------|----------|----------|

**ATTACHMENTS:**

- A. Resolution Approving the Creation of Capital Improvement Project, PS 23-04 Johnson Ferry Streetlight Installation and Awarding a Construction Contract to Bockmon & Woody Electric Co. Inc., and Related Budget Amendment
  
- B. Construction Contract with Bockmon & Woody Electric Co. Inc. for CIP PS 23-04 Johnson Ferry Streetlight Installation

**CITY MANAGER'S REPORT**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**CREATE CIP PS 23-04 FOR THE JOHNSON FERRY STREETLIGHT**  
**INSTALLATION AND APPROVE RELATED BUDGET AMENDMENT**

**APPROVALS:**



\_\_\_\_\_  
Carlos Carrillo  
Management Analyst II

8/24/2022


Date



\_\_\_\_\_  
Ken Reed  
Senior Construction Manager

8.25.22

Date

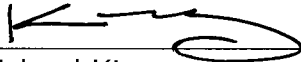


\_\_\_\_\_  
Cari James  
Director of Finance

FOR ( )

8/25/2022

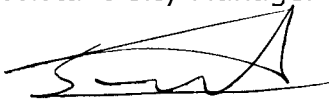
Date



\_\_\_\_\_  
Michael King  
Assistant City Manager

8.24.2022

Date



\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8.24.2022

Date



\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.6.22

Date



**RESOLUTION NO. 22-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A CONSTRUCTION CONTRACT TO BOCKMON & WOODY ELECTRICAL COMPANY INC. FOR THE JOHNSON FERRY STREETLIGHT INSTALLATION PROJECT AND RELATED BUDGET AMENDMENT**

**WHEREAS**, on July 15, 2022, Public Works staff advertised the Johnson Ferry Street light Project utilizing the Informal Bid Solicitation procedure; and

**WHEREAS**, City staff prepared and distributed the plans and technical specifications for informal bid solicitation on July 15, 2022 in accordance with Informal Bidding Procedures in CA PCC 22032 (California Uniform Public Construction Cost Accounting Act) and LMC 3.30.060 and 3.30.070; and

**WHEREAS**, a total of two (3) bids were received and opened by Public Works Staff on July 28, 2022; and

**WHEREAS**, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the Project was determined to be Bockmon and Woody Electric Co. Inc.) With a bid of \$63,750; and

**WHEREAS**, staff requests City Council award a construction contract to Bockmon and Woody Electric Co. Inc. in the amount of \$63,750 for the construction of the Johnson Ferry Streetlight Installation Project; and

**WHEREAS**, staff also requests Council authorize a 15% construction contingency in the amount of \$9,563 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$73,313; and

**WHEREAS**, funds will need to be allocated to cover the cost of \$73,313 for the Johnson Ferry Streetlight Installation project.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop hereby awards a construction contract to Bockmon and Woody Electric Co. Inc. for the Johnson Ferry Streetlight Installation for an amount not to \$73,313; and

**BE IT FURTHER RESOLVED that** the City Council of the City of Lathrop does hereby approve a 15% contingency in the amount of \$9,563 for a total cost not to exceed \$73,313 for the construction of the Project and authorizes staff to spend up to this amount as necessary to accomplish the goals of the Project.

Increase Transfer In

|                     |          |          |
|---------------------|----------|----------|
| 3310-9900-393-00-00 | PS 23-04 | \$75,000 |
|---------------------|----------|----------|

Increase Expenditures

|                     |          |          |
|---------------------|----------|----------|
| 3310-8000-420-12-00 | PS 23-04 | \$75,000 |
|---------------------|----------|----------|

**NOW THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop does hereby approve the creation of Capital Improvement Project (CIP) PS 23-04 Johnson Ferry Streetlight Installation and award a construction contract to Bockmon & Woody Co. Inc. for the construction of the proposed project for \$63,750 plus a 15% contingency for \$9,563 for a total cost not to exceed \$73,313 and authorizes staff to spend up to this amount as necessary to accomplish the goals of the project; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop does hereby approve a budget amendment transferring funds from the Mossdale Landscape and Lighting Capital Replacement fund (2610) and from the Lighting CFD Operating Fund (2580) to the CIP Project Fund (3310) as detailed above.

The foregoing resolution was passed and adopted this 12th day of September 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

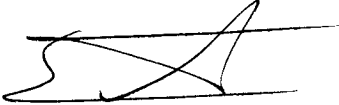
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

SECTION 00500

JOHNSON FERRY RD. STREETLIGHT INSTALLATION  
CUPCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

CONTRACT

This Contract, dated September 12, 2022, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Bockmon & Woody Electric Co., Inc.** (Contractor), whose Taxpayer Identification Number is \_\_\_\_\_.

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

1. **Term.** This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. **General Scope of Project and Work.** Construction Documents for **Johnson Ferry Road Street light Installation** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City.

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to the installation of (3) 16' decorative poles with three new LED decorative top fixtures already purchased by the city, construction of pole foundations, sidewalk panel demolition and restoration, horizontal boring, conduit run and cable splicing from existing pull box to the three new street lights.

The work shall be **completed within 20 working days** following issuance of Notice to Proceed.

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

**Base Bid Total:           \$ 63,750.00 (Sixty-Three Thousand Seven Hundred Fifty Dollars)**

3. **Construction Documents.** This Contract shall include the Construction Documents, which are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and guaranty), and the Bid Documents submitted by Bockmon & Woody Electric Co., Inc. on July 26, 2022. For the purposes of construing, interpreting and resolving inconsistencies between the

SECTION 00500

JOHNSON FERRY RD. STREETLIGHT INSTALLATION  
CUPCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

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provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

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

SECTION 00500

**JOHNSON FERRY RD. STREETLIGHT INSTALLATION  
CUPCAA INFORMAL BID SOLICITATION**

**CONSTRUCTION CONTRACT**

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

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

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

**DIR Registration.**

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

**Certified Payroll Records**

- a) **Compliance with Labor Code Section 1771.4 and 1776.** A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.

SECTION 00500

JOHNSON FERRY RD. STREETLIGHT INSTALLATION  
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

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

RECORD OF WAGES PAID: INSPECTION

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

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.
- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
  - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
  - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
  - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior

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to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.

- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

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

- 10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under the Notice to Contractors.
- 11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
  - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
  - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
  - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
  - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.



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- (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
  - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
  - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
  - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
  - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
  - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
  - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
  - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
  13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
  14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
  15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party

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if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

To City: City of Lathrop  
Department of Public Works  
390 Towne Centre Drive  
Lathrop, CA 95330  
PHONE: (209) 941-7430  
FAX: (209) 941-7449  
ATTN: Senior Construction Manager

To Contractor: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
ATTN: \_\_\_\_\_

Miscellaneous

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.

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CUPCCAA INFORMAL BID SOLICITATION**

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- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity

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- provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
  - (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
  - (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
  - (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
  - (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
  - (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
  - (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
  - (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

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

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CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

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

**CONTRACTOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF LATHROP**

APPROVED AS TO FORM:

By: \_\_\_\_\_

Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_

Michael King, Assistant City Manager

APPROVED:

By: \_\_\_\_\_

Stephen J. Salvatore, City Manager

(END OF SECTION)

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## ITEM 4.16

### **CITY MANAGER'S REPORT SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**

**ITEM:**                                   **AWARD CONSTRUCTION CONTRACT TO ODYSSEY LANDSCAPING, INC. FOR MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS, CIP GG 20-19, AND LOUISE AVE & LATHROP RD LANDSCAPE IMPROVEMENTS, CIP GG 21-15, AND APPROVE BUDGET AMENDMENT**

**RECOMMENDATION:**   **Adopt Resolution Awarding Construction Contract to Odyssey Landscaping, Inc. for the Mossdale Irrigation and Landscape Improvements, CIP GG 20-19, and Louise Ave & Lathrop Rd Landscape Improvements, CIP GG 21-15, and Approve Budget Amendment**

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#### **SUMMARY:**

Over the past few years, the City has taken steps to improve major arterials including Louise Avenue, Lathrop Road and Golden Valley Parkway. These improvements are needed to accommodate development, reduce traffic congestion, increase safety and quality of life benefits. The final phase of these improvements is the installation of landscaping which includes palm trees with uplighting in the medians, accent trees, drought-resistant shrubs and groundcover.

On December 9, 2019, City Council approved the creation of Capital Improvement Project (CIP) GG 20-19, Mossdale Irrigation and Landscape Improvements to allow for more efficient use of recycled water and reduce the long-term operations and maintenance costs.

On May 9, 2021, City Council created CIP GG 21-15 Louise Avenue and Lathrop Road Landscape Improvements to provide landscape improvements to the medians.

Bids for the construction of landscape improvements for both projects (Project) were solicited in one document for increased efficiency and lower construction costs. The bid solicitation for the construction of the Project was advertised on August 10, 2022 in accordance with California Public Contract Code 22032 and the Lathrop Municipal Code Section 2.36.060.

A total of five (5) bids for the Project were received and opened by the City Clerk on September 1, 2022. Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for the landscape was determined to be Odyssey Landscaping Company, Inc. (Odyssey), with a bid of \$2,715,291.89.

Staff is requesting City Council award a construction contract to Odyssey for the construction of landscape improvements for both CIP GG 20-19, Mossdale Irrigation and Landscape Improvements and CIP GG 21-15, Louise Avenue and Lathrop Road

**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING****AWARD CONSTRUCTION CONTRACT TO ODYSSEY LANDSCAPING, INC. FOR MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS, CIP GG 20-19, AND LOUISE AVE & LATHROP RD LANDSCAPE IMPROVEMENTS, CIP GG 21-15, AND APPROVE BUDGET AMENDMENT**

Landscape Improvements in the amount of \$2,715,292. Staff requests City Council authorize a 15% construction contingency of \$407,294 for a total cost not to exceed \$3,122,586.

**BACKGROUND:**

On December 9, 2019, City Council approved the creation of CIP GG 20-19, Mossdale Irrigation and Landscape Improvements to construct landscape and irrigation improvements in the medians and west side of Golden Valley Parkway's streetscape from River Islands Parkway to Towne Centre Drive. The primary improvement of this project is the upgrade of existing recycled water irrigation equipment and plant materials, as improvements to those components over the 12 years since installation will reduce staff maintenance time and improve water use efficiency. Other improvements include varied surfacing including wet-set cobbles, artificial turf and decomposed granite, palm trees with uplighting, evergreen and deciduous street trees, shrubs and groundcover.

On May 9, 2021, City Council created CIP GG 21-15 Louise Avenue and Lathrop Road Landscape Improvements to provide landscape improvements to the medians. Improvements include irrigation, varied surfacing including wet-set cobbles, artificial turf and decomposed granite, palm trees with uplighting, deciduous street trees, shrubs and groundcover. Subsequent to the creation of CIP GG 21-15, the segment of Lathrop Road from Cambridge Drive to Fifth Street was added to the project scope for the construction of median landscape improvements matching those planned for construction on Golden Valley Parkway (CIP GG 20-19) and Louise Avenue (CIP GG 21-15).

City staff prepared the technical specifications and KLA, Inc. prepared the landscape improvement plans. The bid solicitation package for the construction of the Project was advertised on August 10, 2022 in accordance with California Public Contract Code 20160 and the Lathrop Municipal Code Section 2.36.060.

A total of five (5) bids for the Project were received and opened by the City Clerk on September 1, 2022, all determined to be responsive and responsible. The bid results are summarized in Table 1 below:



**CITY MANAGER’S REPORT** **PAGE 3**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**AWARD CONSTRUCTION CONTRACT TO ODYSSEY LANDSCAPING, INC. FOR**  
**MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS, CIP GG 20-19, AND**  
**LOUISE AVE & LATHROP RD LANDSCAPE IMPROVEMENTS, CIP GG 21-15,**  
**AND APPROVE BUDGET AMENDMENT**

**Table 1: Summary of Bid Results-CIPs GG 20-19 & 21-15 Landscape Project**

| <b>Contractor</b>                      | <b>Total Bid</b> |
|--|------------------|
| Odyssey Landscaping Company, Inc.      | \$2,715,291.89   |
| WABO Landscape & Construction, Inc.    | \$3,258,241.35   |
| Marina Landscape, Inc.                 | \$3,753,820.50   |
| McGuire and Hester                     | \$4,063,640.73   |
| Brightview Landscape Development, Inc. | \$4,271,508.00   |

Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for the Project was determined to be Odyssey Landscaping Company, Inc. (Odyssey), with a bid of \$2,715,921.89.

Staff is requesting City Council award a construction contract to Odyssey for the construction of landscape improvements for both CIP GG 20-19, Mossdale Irrigation and Landscape Improvements and CIP GG 21-15, Louise Avenue and Lathrop Road Landscape Improvements in the amount of \$2,715,292. Staff requests City Council authorize a 15% construction contingency of \$407,294 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$3,122,586.

**REASON FOR RECOMMENDATION:**

The improvements on Golden Valley Parkway (CIP GG 20-19) will reduce the City’s maintenance and irrigation costs due to improved use of recycled water and drought resistant landscape of varied surfaces and colors.

The improvements on Louise Avenue and Lathrop Road (CIP GG 21-15) will improve the aesthetics of this gateway to the City, making the City more attractive to residents, visitors and developers.

The median landscape improvements for all three roads will be similar, providing design unity and consistency for arterial streets.

**FISCAL IMPACT:**

Staff requests City Council award a construction contract to Odyssey in the amount of \$2,715,292 and authorize a 15% construction contingency of \$407,294, for a total cost not to exceed \$3,122,586.

Sufficient funding was not included in the adopted Fiscal Year (FY) 2022/23 Budget. Table 2 – Summary of Project Funding and Costs, below, provides more information:

**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**

**AWARD CONSTRUCTION CONTRACT TO ODYSSEY LANDSCAPING, INC. FOR MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS, CIP GG 20-19, AND LOUISE AVE & LATHROP RD LANDSCAPE IMPROVEMENTS, CIP GG 21-15, AND APPROVE BUDGET AMENDMENT**

**Table 2: Summary of Project Funding and Costs**

| <b>COMPONENT</b>    | <b>PROJECT</b>           |                          |
|---------------------|--------------------------|--------------------------|
|                     | <i>CIP FUND GG 20-19</i> | <i>CIP FUND GG 21-15</i> |
| Landscape           | \$1,288,137.71           | \$1,427,154.18           |
| Contingency (15%)   | \$193,220.66             | \$214,073.13             |
| Totals              | \$1,481,358.37           | \$1,641,227.31           |
| Funds Available     | \$454,900.00             | \$666,097.00             |
| <b>FUNDS NEEDED</b> | <b>\$1,026,458.35</b>    | <b>\$975,130.00</b>      |

Staff request City Council approve budget amendments transferring \$2,001,589 from the Streets Reserves Fund (1010) to the General CIP Funds (3010) as follows:

Decrease Street Reserves

1010-251-03-00 \$2,001,589

Increase Transfer Out

1010-9900-990-9010 \$2,001,589

Increase Transfer In

3010-9900-393-0000 GG 20-19 \$1,026,459

Increase Expenditures

3010-8000-420-12-00 GG 20-19 \$1,026,459

Increase Transfer In

3010-9900-393-0000 GG 21-15 \$975,130

Increase Expenditures


3010-8000-420-12-00 GG 21-15 \$975,130

**ATTACHMENTS:**

- A. Resolution Awarding Construction Contract to Odyssey Landscaping, Inc. for the Mossdale Irrigation and Landscape Improvements, CIP GG 20-19, and Louise Ave & Lathrop Rd Landscape Improvements, CIP GG 21-15, and Approve Budget Amendment
- B. Construction Contract with Odyssey Landscaping Company, Inc. for CIP GG 20-19, Mossdale Irrigation and Landscape Improvements, CIP GG 21-15, Louise Avenue Landscape Improvements

**AWARD CONSTRUCTION CONTRACT TO ODYSSEY LANDSCAPING, INC. FOR MOSSDALE IRRIGATION AND LANDSCAPE IMPROVEMENTS, CAPITAL IMPROVEMENT PROJECT GG 20-19 AND LOUISE AVENUE LANDSCAPE IMPROVEMENTS, CAPITAL IMPROVEMENT PROJECT GG 21-15 AND APPROVE RELATED BUDGET AMENDMENTS**


**APPROVALS:**

  
\_\_\_\_\_  
Steven Hollenbeak  
Assistant Engineer

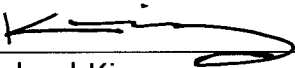
9.7.22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ken Reed  
Senior Construction Manager


9-8-22  
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Date

  
\_\_\_\_\_  
Cari James  
Director of Finance

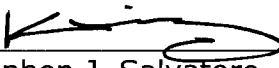
9/8/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

9.7.2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

9.8.2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.8.2022  
\_\_\_\_\_  
Date

**RESOLUTION NO. 22-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING CONSTRUCTION CONTRACT TO ODYSSEY LANDSCAPING, INC. FOR THE MOSSDALE IRRIGATION AND LANDSCAPE IMPROVEMENTS, CIP GG 20-19, AND LOUISE AVE & LATHROP RD LANDSCAPE IMPROVEMENTS, CIP GG 21-15, AND APPROVE BUDGET AMENDMENT**

**WHEREAS**, on December 9, 2019, City Council approved the creation of Capital Improvement Project (CIP) GG 20-19 Mossdale Irrigation and Landscape Improvements to construct landscape and irrigation improvements in the medians and west side of Golden Valley Parkway's streetscape from River Islands Parkway to Towne Centre Drive; and

**WHEREAS**, on May 9, 2021, City Council approved the creation of Capital Improvement Project (CIP) GG 21-15 Louise Avenue and Lathrop Road Landscape Improvements to construct landscape, landscape lighting and irrigation improvements; and

**WHEREAS**, bids for the construction of both projects were solicited in one document for increased efficiency and lower construction costs; and

**WHEREAS**, City staff prepared and distributed the plans and technical specifications for formal bid solicitation on August 10, 2022 in accordance with California Public Contract Code 20160 and the Lathrop Municipal Code Section 2.36.060; and

**WHEREAS**, A total of five (5) bids were received and opened by the City Clerk on September 1, 2022; and

**WHEREAS**, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the landscape improvements was determined to be Odyssey Landscaping Company, Inc. (Odyssey) with a bid of \$2,715,291.89; and

**WHEREAS**, staff requests City Council award a contract to Odyssey in the amount of \$2,715,292 for the construction of landscape improvements on Golden Valley Parkway (CIP GG 20-19), and for the construction of landscape improvements on Louise Avenue and Lathrop Road (CIP GG 21-15); and

**WHEREAS**, staff also requests Council authorize a 15% construction contingency in the amount of \$407,294 and authorize staff to spend the contingency as necessary to construct the landscape improvements for a total cost not to exceed \$3,122,586; and

**WHEREAS**, sufficient funds were not included in the adopted Fiscal Year 22/23 budget for the construction of CIP GG 20-19 and CIP GG 21-15; therefore, staff request City Council approve budget amendments transferring \$2,001,589 from the Street Reserves Fund (1010) to the General CIP Funds (3010) as follows; and

|                                 |          |             |
|---------------------------------|----------|-------------|
| <u>Decrease Street Reserves</u> |          |             |
| 1010-251-03-00                  |          | \$2,001,589 |
| <u>Increase Transfer Out</u>    |          |             |
| 1010-9900-990-9010              |          | \$2,001,589 |
| <u>Increase Transfer In</u>     |          |             |
| 3010-9900-393-0000              | GG 20-19 | \$1,026,459 |
| <u>Increase Expenditures</u>    |          |             |
| 3010-8000-420-12-00             | GG 20-19 | \$1,026,459 |
| <u>Increase Transfer In</u>     |          |             |
| 3010-9900-393-0000              | GG 21-15 | \$975,130   |
| <u>Increase Expenditures</u>    |          |             |
| 3010-8000-420-12-00             | GG 21-15 | \$975,130   |

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop hereby awards a contract to Odyssey Landscaping Company, Inc. for Mossdale Irrigation and Landscape Improvements, CIP GG 20-19 and for Louise Avenue and Lathrop Road Landscape Improvements, Capital Improvement Project GG 21-15 for a cost of \$2,715,292; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop does hereby approve a 15% construction contingency in the amount of \$407,294 for a total cost not to exceed \$3,122,586 for the construction of these landscape improvements and authorizes staff to spend up to this amount as necessary to accomplish the goals of the project; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop also approve a budget amendment transferring \$1,026,459 from the General Fund Street Reserves Fund (1010) to the General CIP GG 20-19 Fund (3010) for the construction of the landscape improvements on Golden Valley Parkway as detailed above; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop also approves a budget amendment transferring \$1,641,227 from the General Fund Street Reserves Fund (1010) to the General CIP GG 21-15 Fund (3010) for the construction of the landscape improvements on Lathrop Road and Louise Avenue as detailed above.

The foregoing resolution was passed and adopted this 12<sup>th</sup> day of September 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

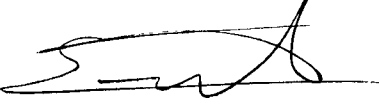
ABSENT:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

## SECTION 00500

**MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19  
 LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15 CONSTRUCTION CONTRACT**

**CONSTRUCTION CONTRACT**

This Contract, dated September 12, 2022, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Odyssey Landscaping Company, Inc.**, (Contractor), whose Taxpayer Identification Number is \_\_\_\_\_.

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

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. General Scope of Project and Work. Construction Documents for **MOSSDALE IRRIGATION AND LANDSCAPE IMPROVEMENTS, CIP GG 20-19** and **LOUISE AVENUE AND LATHROP ROAD LANDSCAPE IMPROVEMENTS, CIP GG 21-15.** (Projects). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City.

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to demolition, clearing & grubbing, grading, and construction of irrigation, landscape and lighting improvements, and any task necessary to accomplish the aforementioned tasks.

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

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

**Base Bid Total: \$2,715,292 – Two Million, Seven Hundred Fifteen Thousand, Two Hundred Ninety Two Dollars.**

3. Construction Documents. This Contract shall include the Construction Documents which are on file with the City Clerk and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and guaranty) and the Bid Documents submitted by Odyssey Landscaping Company, Inc., on September 1, 2022. For the purposes of construing, interpreting and resolving inconsistencies between the

SECTION 00500

**MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19  
LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15 CONSTRUCTION CONTRACT**

provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

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



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8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.
  
9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

**DIR Registration.**

- a) Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
  
- b) No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
  
- c) Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

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- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

**Certified Payroll Records**

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

**RECORD OF WAGES PAID: INSPECTION**

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

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be

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LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15    **CONSTRUCTION CONTRACT****

on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
  - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
  - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
  - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what

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respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

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

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under *Section 00700 - 5.1A*.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
  - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
  - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
  - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
  - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
  - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
  - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
  - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed

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**MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19**  
**LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15 CONSTRUCTION CONTRACT**

pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;

- (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
  - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
  - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
  - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
  - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
  13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
  14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
  15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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**MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19**  
**LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15**    **CONSTRUCTION CONTRACT**

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

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

(209) 941-7363  
FAX: (209) 941-7449  
ATTN: Ken Reed, Senior Construction Manager

To Contractor:    Odyssey Landscaping Company, Inc.  
Mailing Address: 5400 W. State Highway 12 Lodi, CA 95242  
Phone:              209.369.6197  
Email:  
ATTN:                Keith Williams

16. Miscellaneous.

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time

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**MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19**  
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to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.

- (8) **Integration.** This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) **Modification of Contract.** This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) **Provision.** Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) **Resolution.** Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) **Status of Contractor.** In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) **Successors and Assigns.** The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) **Time of the Essence.** Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

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**MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19**

**LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15    **CONSTRUCTION CONTRACT****

- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.



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**MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19**

**LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15 CONSTRUCTION CONTRACT**

- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

**EXHIBITS:**

**EXHIBIT A: Contractor's Submitted Bid Packet**

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

**SECTION 00500**

**MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19**  
**LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15 CONSTRUCTION CONTRACT**

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

**CONTRACTOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF LATHROP**

APPROVED AS TO FORM:

By:  \_\_\_\_\_

Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_

Michael King, Assistant City Manager

APPROVED:

By: \_\_\_\_\_

Stephen J. Salvatore, City Manager

## SECTION 00300

MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19  
 LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15

BID PROPOSAL FORMS

**BID PROPOSAL FORMS**

TO: City of Lathrop  
 390 Towne Centre Drive  
 Lathrop, CA 95330

ATTENTION: City Clerk

FOR: **MOSSDALE LANDSCAPE AND IRRIGATION IMPROVEMENTS -  
 CIP GG 20-19**

**LOUISE AVE. & LATHROP RD. LANDSCAPE IMPROVEMENTS -  
 CIP GG 21-15**

THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

**LEGAL COMPLIANCE**

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Construction Documents; and he proposes and agrees that if this Bid is accepted he will contract with the City of Lathrop, in the form of the Contract as set forth in the Construction Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore the price as proposed in the following Bid Schedule.

**SCHEDULE OF PRICES**

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

**BASIS OF AWARD**

The Base Bid is comprised of all bid items necessary to construct both **Capital Improvement Projects GG 20-19 Mossdale Irrigation and Landscape Improvements and GG 21-15 Louise Avenue and Lathrop Road Landscape Improvements**. The basis for award of the contract will be the price of the sum of all three (3) base bids. The City of Lathrop reserves the right to award the work contemplated by the price of the sum of all three (3) base bids or none of the work.

**1) MOSSDALE LANDSCAPE AND IRRIGATION IMPROVEMENTS - CIP GG 20-19  
 BID SCHEDULE R-1**

| BID ITEM | DESCRIPTION  | QUANT. | U/M | UNIT PRICE   | EXTENDED TOTAL |
|----------|--|--------|-----|--------------|----------------|
| 1        | Mobilization/ Bonds-Insurance / SWPPP / Traffic Control                  | 1      | LS  | \$ 36,670.00 | \$ 36,670.00   |
| 2        | Demolition / Offhaul / Disposal of Existing Landscape                    | 83,617 | SF  | \$ 1.16      | \$ 96,995.72   |
| 3        | Low Voltage Palm Up-Lights and Transformers                              | 48     | EA  | \$ 820.75    | \$ 39,396.00   |
| 4        | Electrical Outlets (GFI)   | 24     | EA  | \$ 116.25    | \$ 2,790.00    |
| 5        | Electrical Service (incl. Conduit, Wiring etc.) City to provide Pedestal | 1      | EA  | \$ 63,392.00 | \$ 63,392.00   |
| 6        | Finish Grading   | 83,617 | SF  | \$ 0.12      | \$ 10,034.04   |
| 7        | Soil Amendments  | 59,188 | SF  | \$ 0.35      | \$ 20,715.80   |
| 8        | Controller Updates for New Valve Scheduling                              | 1      | LS  | \$ 16,256.40 | \$ 16,256.40   |
| 9        | Convert Shrub Irrigation: Drip & Spray to Bubbler                        | 59,188 | SF  | \$ 2.09      | \$ 123,702.92  |
| 10       | Bubblers Tree & Palms  | 286    | EA  | \$ 55.80     | \$ 15,958.80   |
| 11       | Trees, 24" Box   | 45     | EA  | \$ 581.25    | \$ 26,156.25   |
| 12       | Trees, 15 gallon   | 50     | EA  | \$ 195.30    | \$ 9,765.00    |
| 13       | Palms, 12' BT11  | 24     | EA  | \$ 7,161.00  | \$ 171,864.00  |
| 14       | Shrubs, 5 Gallon   | 1,770  | EA  | \$ 25.34     | \$ 44,851.80   |
| 15       | Shrubs, 1 Gallon   | 451    | EA  | \$ 11.58     | \$ 5,222.58    |
| 16       | Groundcover, 1 Gallon  | 304    | EA  | \$ 11.63     | \$ 3,535.52    |
| 17       | Stabilized Decomposed Granite w/ Edging - Callout 1                      | 4,422  | SF  | \$ 8.37      | \$ 37,012.14   |
| 18       | Wet-Set River Cobble - Callout 2   | 10,972 | SF  | \$ 24.93     | \$ 273,531.96  |
| 19       | Synthetic Turf - Callout 3   | 9,035  | SF  | \$ 24.18     | \$ 218,466.30  |
| 20       | Root Barrier   | 2,016  | LF  | \$ 11.53     | \$ 23,244.48   |
| 21       | Bark Mulch   | 59,188 | SF  | \$ 0.75      | \$ 44,391.00   |
| 22       | 90 Day Maintenance Period  | 1      | LS  | \$ 4,185.00  | \$ 4,185.00    |

**SUBTOTAL BID: \$ 1,288,137.71**

**SUBTOTAL BID IN WORDS: ONE MILLION, TWO HUNDRED EIGHTY-EIGHT THOUSAND, ONE HUNDRED, THIRTY-SEVEN DOLLARS AND SEVENTY-ONE CENTS**

**2) LOUISE AVENUE LANDSCAPE IMPROVEMENTS - CIP GG 21-15  
 BID SCHEDULE – R1**

| <b>BID ITEM</b> | <b>DESCRIPTION</b>  | <b>QUANT.</b> | <b>U/M</b> | <b>UNIT PRICE</b> | <b>EXTENDED TOTAL</b> |
|-----------------|---|---------------|------------|-------------------|-----------------------|
| 1               | Mobilization / Bonds-Insurance / ESCP / Traffic Control                             | 1             | LS         | \$ 29,613.00      | \$ 29,613.00          |
| 2               | Demolition / Offhaul / Disposal of Existing Landscape in Median and Raised Planters | 2,633         | SF         | \$ 7.90           | \$ 20,800.70          |
| 3               | Demolition / Offhaul / Disposal of Existing Concrete and Raised Planters            | 1             | LS         | \$ 20,792.01      | \$ 20,792.01          |
| 4               | Low Voltage Palm Up-Lights and Transformers   | 76            | EA         | \$ 820.75         | \$ 62,377.00          |
| 5               | REMOVED   | -             | -          | \$ -              | \$ -                  |
| 6               | REMOVED   | -             | -          | \$ -              | \$ -                  |
| 7               | New Stamped/Colored Concrete Paving Callout 6                                       | 372           | SF         | \$ 26.04          | \$ 9,686.88           |
| 8               | Finish Grading  | 33,822        | SF         | \$ 0.12           | \$ 4,058.64           |
| 9               | Soil Amendments   | 13,805        | SF         | \$ 0.35           | \$ 4,831.75           |
| 10              | POC #1 w/ Backflow Device, Flow Sensor and Master Valve                             | 1             | EA         | \$ 5,115.00       | \$ 5,115.00           |
| 11              | Water service tap / connection for POC #1, incl. pavement restoration               | 1             | LS         | \$ 3,720.00       | \$ 3,720.00           |
| 12              | POC #2 w/ Backflow Device, Flow Sensor and Master Valve                             | 1             | LS         | \$ 7,254.00       | \$ 7,254.00           |
| 13              | POC #3 w/ Backflow Device, Flow Sensor and Master Valve                             | 1             | LS         | \$ 5,115.00       | \$ 5,115.00           |
| 14              | Water Service Tap / Connection for POC 3, incl. pavement restoration                | 1             | LS         | \$ 3,720.00       | \$ 3,720.00           |
| 15              | 2-Wire Calsense Controller  | 1             | LS         | \$ 16,256.40      | \$ 16,256.40          |
| 16              | 120v AC Electrical Service & Wiring for Controller (conduit by City)                | 1             | LS         | \$ 2,325.00       | \$ 2,325.00           |
| 17              | Shrub Bubbler Irr., incl. Mainline & all Valves, 2 wire path, Decoders, etc.        | 13,805        | SF         | \$ 2.79           | \$ 38,515.95          |
| 18              | Bubblers - Tree & Palms   | 206           | EA         | \$ 55.80          | \$ 11,494.80          |
| 19              | Trees, 2-4" Box   | 27            | EA         | \$ 581.25         | \$ 15,693.75          |
| 20              | Palms, 12" BTH  | 38            | EA         | \$ 7,161.00       | \$ 272,118.00         |
| 21              | Soil Disposal from Palm Pit Excavation  | 1             | LS         | \$ 930.00         | \$ 930.00             |
| 22              | Shrubs, 5 Gallon  | 376           | EA         | \$ 25.34          | \$ 9,527.84           |
| 23              | Groundcover, 1 Gallon   | 177           | EA         | \$ 11.63          | \$ 2,058.51           |
| 24              | Stabilized Decomposed Granite w/ Edging - Callout 1                                 | 4,791         | SF         | \$ 8.37           | \$ 40,100.67          |

|    |                                     |        |    |    |          |    |            |
|----|-------------------------------------|--------|----|----|----------|----|------------|
| 25 | Wet-Set River Cobble Callout 2      | 5,692  | SF | \$ | 24.93    | \$ | 141,901.56 |
| 26 | Synthetic Turf w/ Edging- Callout 3 | 9,534  | SF | \$ | 24.18    | \$ | 230,532.12 |
| 27 | Bark Mulch                          | 13,805 | SF | \$ | 0.75     | \$ | 10,353.75  |
| 28 | 90 Day Maintenance Period           | 1      | LS | \$ | 2,232.00 | \$ | 2,232.00   |

**SUBTOTAL BID: \$971,124.33**

**SUBTOTAL BID IN WORDS: NINE HUNDRED-SEVENTY-ONE THOUSAND, ONE HUNDRED TWENTY-FOUR DOLLARS AND THIRTY-THREE CENTS**

**3) LATHROP ROAD LANDSCAPE IMPROVEMENTS - CIP GG 21-15  
 BID SCHEDULE – R1**

| BID ITEM | DESCRIPTION  | QUANT. | U/M | UNIT PRICE   | EXTENDED TOTAL |
|----------|--|--------|-----|--------------|----------------|
| 1        | Mobilization/ Bonds-Insurance / ESCP / Traffic Control                   | 1      | LS  | \$ 14,900.00 | \$ 14,900.00   |
| 2        | Demolition / Offhaul / Disposal of Existing Landscape                    | 1      | LS  | \$ 25,934.91 | \$ 25,934.91   |
| 3        | Low Voltage Palm Up-Lights and Transformers                              | 38     | EA  | \$ 820.75    | \$ 31,188.50   |
| 4        | Electrical Outlets (GFI)   | 19     | EA  | \$ 116.25    | \$ 2,208.75    |
| 5        | Electrical Service (incl. Conduit, Wiring etc.) City to provide Pedestal | 1      | EA  | \$ 54,117.00 | \$ 54,117.00   |
| 6        | Finish Grading   | 13,410 | SF  | \$ 0.12      | \$ 1,609.20    |
| 7        | Soil Amendments  | 5,646  | SF  | \$ 0.35      | \$ 1,976.10    |
| 8        | Bubblers - Shrubs  | 5,646  | SF  | \$ 2.09      | \$ 11,800.14   |
| 9        | Bubblers Tree & Palms  | 108    | EA  | \$ 55.80     | \$ 6,026.40    |
| 10       | Trees, 24" Box   | 16     | EA  | \$ 581.25    | \$ 9,300.00    |
| 11       | Palms, 12" BT11  | 19     | EA  | \$ 7,161.00  | \$ 136,059.00  |
| 12       | Soil Disposal from Palm Pit Excavation                                   | 1      | LS  | \$ 465.00    | \$ 465.00      |
| 13       | Shrubs, 5 Gallon   | 114    | EA  | \$ 25.34     | \$ 2,888.76    |
| 14       | Groundcover, 1 Gallon  | 100    | EA  | \$ 11.63     | \$ 1,163.00    |
| 15       | Stabilized Decomposed Granite w/ Edging - Callout 1                      | 2,478  | SF  | \$ 8.37      | \$ 20,740.86   |
| 16       | Wet-Set River Cobble -- Callout 2  | 2,199  | SF  | \$ 24.93     | \$ 54,821.07   |

|    |                             |       |    |    |          |    |           |
|----|-----------------------------|-------|----|----|----------|----|-----------|
| 17 | Synthetic Turf -- Callout 3 | 3,087 | SF | \$ | 24.18    | \$ | 74,643.66 |
| 18 | Bark Mulch                  | 5,646 | SF | \$ | 0.75     | \$ | 4,234.50  |
| 19 | 90 Day Maintenance Period   | 1     | LS | \$ | 1,953.00 | \$ | 1,953.00  |

**SUBTOTAL BID: \$ 456,029.85**

**SUBTOTAL BID IN WORDS: FOUR HUNDRED FIFTY-SIX THOUSAND, TWENTY-NINE DOLLARS AND EIGHTY-FIVE CENTS**

**BID SUMMARY**

- 1) MOSSDALE LANDSCAPE AND IRRIGATION IMPROVEMENTS - CIP GG 20-19: \$1,288,137.71
- 2) LOUISE AVENUE LANDSCAPE IMPROVEMENTS - CIP GG 21-15 \$971,124.33
- 3) LATHROP ROAD LANDSCAPE IMPROVEMENTS - CIP GG 21-15 \$456,029.85

**TOTAL BID: \$2,715,291.89**

**TOTAL BID IN WORDS: TWO MILLION, SEVEN HUNDRED-FIFTEEN THOUSAND, TWO HUNDRED NINETY-ONE DOLLARS AND EIGHTY-NINE CENTS**

**SECTION 00300**

**MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19**  
**LOUISE AVE. / LATIROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15** **BID PROPOSAL FORMS**

**INFORMATION REQUIRED OF BIDDER**

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

**BIDDER'S INFORMATION**

- (1) Bidder's name and address:  
ODYSSEY ENVIRONMENTAL SERVICES, INC.  


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5400 W HIGHWAY 12  


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LODI, CA. 95242  


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- (2) Bidder's telephone number: (209)369-6197
- (3) Bidder's fax number: (209)369-6969
- (4) Bidder's Contractor's License (Class): C27  

License No.: 774370

Expires: 1/31/24
- (5) Person who inspected site of proposed work for Contractor's firm:  
Name: MATT LAWSON Date of Inspection: 8/29/22
- (5) List 5 projects of a nature similar to this project:

| Project                                       | Contract Price | Name, Address and Telephone Number of Owner  |
|---|----------------|--|
| CITY OF TRACY<br>11TH ST BEAUTIFICATION       | \$865,000      | CITY OF TRACY<br>333 CIVIC CENTER PLAZA. TRACY, CA. 95376<br>(209)831-6000                     |
| CITY OF LATHROP<br>RETAINING WALL LANDSCAPING | \$271,000.00   | CITY OF LATHROP<br>390 TOWNE CENTER DR. LATHROP, CA 95330<br>(209)941 7200                     |
| STANFORD CROSSING<br>PHASES 1,2, & 3          | \$4,000,000.00 | SAYBROOK FUND ADVISORS, LLC<br>303 TWIN DOLPHIN DR. REDWOOD SHORES, CA 94065<br>(650)-632-4522 |
| STANFORD CROSSING<br>PHASES 1B1-1B2           | \$1,662,783.00 | SAYBROOK FUND ADVISORS, LLC<br>303 TWIN DOLPHIN DR. REDWOOD SHORES, CA 94065<br>(650)-632-4522 |
| RIVER ISLAND N2 PARK                          | \$962,524.00   | LATHROP, CA. 95330<br>(209)879-7900  |



**SECTION 00300**

**MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19  
LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15**

**BID PROPOSAL FORMS**

**LIST OF SUBCONTRACTORS:**

The Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the WORK which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

|    | <u>Work to be Performed</u> | <u>Subcontractor License Number</u> | <u>Percent of Total Contract</u> | <u>Subcontractor's Name &amp; Address</u>                |
|----|-----------------------------|-------------------------------------|----------------------------------|--|
| 1. | BORING                      | 694400                              | .02%                             | PACIFIC EXCAVATION<br>9796 KENT ST, ELK GROVE, CA. 95624 |
| 2. |                             |                                     |                                  |  |
| 3. |                             |                                     |                                  |  |
| 4. |                             |                                     |                                  |  |
| 5. |                             |                                     |                                  |  |
| 6. |                             |                                     |                                  |  |

Note: Attach additional sheets if required.

SECTION 00300

MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS - CIP GG 20-19  
LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS - CIP GG 21-15

BID PROPOSAL FORMS

ADDENDA

Bidder certifies he reviewed ARC Stockton's website for addenda within 48 hours of bid opening and acknowledges receipt of the following addendum (addenda):

NO. 1

Respectfully submitted,

9/1/2022

Dated

ODYSSEY ENVIRONMENTAL SERVICES, INC.

Legal Name of Firm



Signature of Authorized Representative

(Seal)

(If Bidder is a corporation, show State in which incorporated.)

CALIFORNIA

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

KEITH WILLIAMS - PRESIDENT, MANAGER

JANINE WILEY - SECRETARY, TREASURER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECTION 00300

MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19  
LOUISE AVE./ LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15

BID PROPOSAL FORMS

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Odyssey Environmental Services, Inc.

as PRINCIPAL, and Merchants Bonding Company (Mutual)

as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Lathrop to which the bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by those presents. In no case shall the liability of the surety hereunder exceed the sum of \$ 10% of Amount Bid

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the City Hall, 390 Towne Centre Drive, Lathrop, CA:

- MOSSDALE IRRIGATION AND LANDSCAPE IMPROVEMENTS, CIP GG 20-19
- LOUISE AVE. & LATHROP RD. LANDSCAPE IMPROVEMENTS, CIP GG 21-15

NOW, THEREFORE, if the Principal is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 30th day of August, 2022

Odyssey Environmental Services, Inc. (Seal)

 (Seal)

Address: 5400 West Highway 12

Lodi, CA 95242

Merchants Bonding Company (Mutual)(Seal)

 (Seal)  
Mary Collins, Attorney-in-Fact

Address: 6700 Westown Parkway

West Des Moines, IA 50266-7754

NOTE: Signatures of those executing for the surety must be properly acknowledged.

**ACKNOWLEDGMENT**

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

State of California  
County of Sacramento

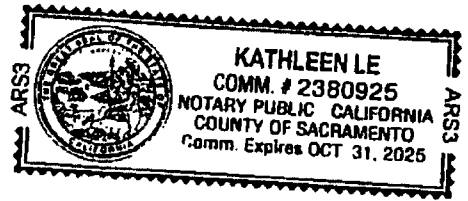
On August 30, 2022 before me, Kathleen Le, Notary Public  
(insert name and title of the officer)

personally appeared Mary Collins  
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 *Kathleen Le* (Seal)



**MERCHANTS**  
**BONDING COMPANY,**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Bill Rapp; Brad Espinosa; Breanna Boatright; Claudine Gordon; Deanna Quintero; Elizabeth Colloidi; Jason March; Jennifer Lakmann; John Hopkins; K Corey Ward; Kathleen Le; Kristie Phillips; Marissa Robinson; Mary Collins; Matthew Foster; Michael K Feeney; Mindy Whitehouse; Pamela Sey; Paula Senna; Phillip Watkins; Renee Ramsey; Samantha Watkins; Sara Walliser; Steven Williams; Tony Clark

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

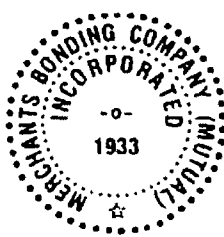
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of March, 2022.

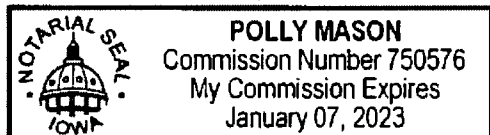


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 22nd day of March, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

*Polly Mason*  
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of August, 2022.



*William Warner Jr.*  
Secretary

POA 0018 (1/20)

SECTION 00300

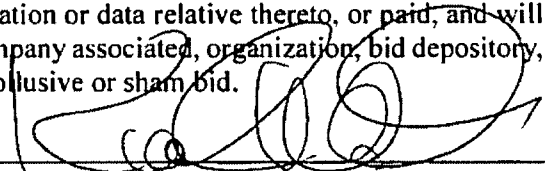
MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS – CIP GG 20-19  
LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS – CIP GG 21-15 **BID PROPOSAL FORMS**

**NONCOLLUSION AFFIDAVIT**

STATE OF )  
 ) ss.  
COUNTY OF )

KEITH WILLIAMS, being first duly sworn, deposes and says that he or she is

PRESIDENT of OPRESSA ENVIRONMENTAL SERVICES the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associated, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

  
Signature of: President, Secretary,  
Manager, Project Manager or Representative

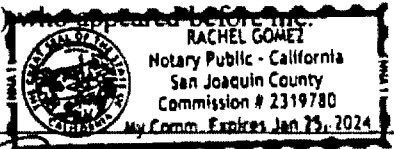
The County of San Joaquin

State of California

Subscribed and sworn to (or affirmed) before me

on this 1 day of Sept., 2022, by

Keith Williams, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Seal \_\_\_\_\_

Signature Rachel Gomez

**SECTION 00300**

**MOSSDALE IRRIGATION & LANDSCAPE IMPROVEMENTS - CIP GG 20-19**  
**LOUISE AVE. / LATHROP RD. LANDSCAPE IMPROVEMENTS - CIP GG 21-15** **BID PROPOSAL FORMS**

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder, who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ..... No

If the answer is yes, explain the circumstances in the following space.

**PUBLIC CONTRACT SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

*(END OF SECTION)*

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## ITEM 4.17

### **CITY MANAGER'S REPORT SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**

**ITEM:**                                   **AWARD CONSTRUCTION CONTRACT TO PACIFIC EXCAVATION, INC. FOR STREETLIGHTS FOR LOUISE AVENUE LANDSCAPE, CIP GG 21-15, AND APPROVE BUDGET AMENDMENT**

**RECOMMENDATION:**   **Adopt Resolution Awarding Construction Contract to Pacific Excavation, Inc., for Streetlight Improvements for the Louise Ave Landscape Portion of CIP GG 21-15, and Approve Budget Amendment**

---

#### **SUMMARY:**

Portions of Louise Avenue between Interstate 5 and Fifth Street have been improved to accommodate recent development, reduce traffic congestion and increase safety. These improvements included widening, pavement rehabilitation and construction of a center median.

On May 9, 2021, City Council created Capital Improvement Project (CIP) GG 21-15 Louise Avenue Landscape Improvements to provide landscape improvements to the medians between Interstate 5 and Fifth Street. The improvements consist of irrigation, landscaping and lighting.

On August 8, 2022 Council approved the purchase of streetlights along this segment (Project) in order to reduce delays during construction.

The bid solicitation for the construction of the Project was advertised on August 10, 2022 in accordance California Public Contract Code 22032 and the Lathrop Municipal Code Section 2.36.060.

A total of three (3) bids for the Project were received and opened by the City Clerk on September 1, 2022. Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for the landscape was determined to be Pacific Excavation, Inc. (Pacific), with a bid of \$593,167.

Staff is requesting City Council award a construction contract to Pacific for CIP GG 21-15, Streetlights for Louise Avenue Landscape in the amount of \$593,167. Staff requests City Council authorize a 15% construction contingency of \$88,975 for a total cost not to exceed \$682,143.

**CITY MANAGER’S REPORT** **PAGE 2**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**AWARD CONSTRUCTION CONTRACT TO PACIFIC EXCAVATION, INC. FOR**  
**STREETLIGHTS FOR LOUISE AVENUE LANDSCAPE, CIP GG 21-15, AND**  
**APPROVE BUDGET AMENDMENT**

**BACKGROUND:**

On May 9, 2021, City Council created Capital Improvement Project (CIP) GG 21-15 Louise Avenue Landscape Improvements to provide landscape improvements to the medians between Interstate 5 and Fifth Street.

Subsequent to the creation of CIP GG 21-15, the installation of streetlights along this segment of Louise Avenue (Project) was desired. To support this addition, City Council approved the purchase of the streetlights at the Regular City Council Meeting on August 8, 2022.

The Project consists of construction of concrete pole foundations, installation and connection of conduit and wiring and meter connection, and the installation of twelve (12) single and twenty-four (24) double luminaire decorative streetlights.

City staff prepared the technical specifications and Kier and Wright, Inc. conducted photometric analysis and prepared the improvement plans. The bid solicitation package for the construction of the Project was advertised on August 10, 2022 in accordance with California Public Contract Code 20160 and the Lathrop Municipal Code Section 2.36.060.

A total of three (3) bids for the Streetlight Project, all determined to be responsive and responsible, were received and opened by the City Clerk on September 1, 2022. The bid results are summarized in Table 2 below:

**Table 2: Summary of Bid Results-CIP GG 21-15 Streetlight Project**

| <b>Contractor</b>           | <b>Total Bid</b> |
|-----------------------------|------------------|
| Pacific Excavation, Inc.    | \$593,167.00     |
| Power Design Electric, Inc. | \$829,590.00     |
| Tennyson Electric, Inc.     | \$848,790.00     |

Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for the Streetlight Project was determined to be Pacific Excavation, Inc. (Pacific), with a bid of \$593,167.

Staff is requesting City Council award a construction contract to Pacific for the installation of streetlights on Louise Avenue for CIP GG 21-15, Streetlights for Louise Avenue in the amount of \$593,167. Staff also requests City Council authorize a 15% construction contingency of \$88,975 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$682,143.

**CITY MANAGER’S REPORT** **PAGE 3**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**AWARD CONSTRUCTION CONTRACT TO PACIFIC EXCAVATION, INC. FOR**  
**STREETLIGHTS FOR LOUISE AVENUE LANDSCAPE, CIP GG 21-15, AND**  
**APPROVE BUDGET AMENDMENT**

**REASON FOR RECOMMENDATION:**

The proposed Project will provide attractive streetlighting for the segment of Louise Avenue from Interstate 5 to Fifth Street. The streetlights will expand the area of and conform to the streetlighting theme of the City’s other principal arterial streets: Golden Valley Parkway and Lathrop Road.

**FISCAL IMPACT:**

Staff requests City Council award a construction contract to Pacific Excavation, Inc. in the amount of \$593,167 for the installation of City-purchased streetlights on Louise Avenue. Staff also requests Council authorize a 15% construction contingency in the amount of \$88,975 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$682,143.

Funding for construction of the Project was included in the adopted Fiscal Year 22/23 budget; however, sufficient funds were not allocated. Therefore, staff request City Council approve a budget amendment transferring \$682,143 from the Streets Reserves Fund (1010) to the General CIP Fund (3010) as follows:

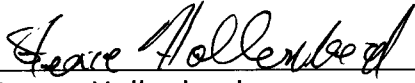
|                                  |          |           |
|----------------------------------|----------|-----------|
| <u>Decrease Street Reserves</u>  |          |           |
| 1010-251-03-00                   |          | \$682,143 |
| <br><u>Increase Transfer Out</u> |          |           |
| 1010-9900-990-9010               |          | \$682,143 |
| <br><u>Increase Transfer In</u>  |          |           |
| 3010-9900-393-0000               | GG 21-15 | \$682,143 |
| <br><u>Increase Expenditures</u> |          |           |
| 3010-8000-420-12-00              | GG 21-15 | \$682,143 |

**ATTACHMENTS:**

- A. Resolution Awarding Construction Contract to Pacific Excavation, Inc., for Streetlight Improvements for the Louise Ave Landscape Portion of CIP GG 21-15, and Approve Budget Amendment
- B. Construction Contract with Pacific Excavation, Inc. for CIP GG 21-15, Streetlights for Louise Avenue Landscape

**CITY MANAGER'S REPORT**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**AWARD CONSTRUCTION CONTRACT TO PACIFIC EXCAVATION, INC. FOR**  
**STREETLIGHTS FOR LOUISE AVENUE LANDSCAPE, CAPITAL IMPROVEMENT**  
**PROJECT GG 21-15**

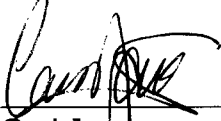
**APPROVALS:**

  
\_\_\_\_\_  
Steven Hollenbeak  
Assistant Engineer

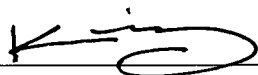
9.7.22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ken Reed  
Senior Construction Manager


9-7-22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Cari James  
Director of Finance

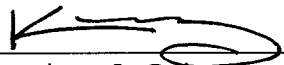
9/8/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

9.7.2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

9.6.2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

*FOR*

9.8.2022  
\_\_\_\_\_  
Date

**RESOLUTION NO. 22-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING CONSTRUCTION CONTRACT TO PACIFIC EXCAVATION, INC., FOR STREETLIGHT IMPROVEMENTS FOR THE LOUISE AVE LANDSCAPE PORTION OF CIP GG 21-15, AND APPROVE BUDGET AMENDMENT**

**WHEREAS**, on May 9, 2021, City Council approved the creation of Capital Improvement Project (CIP) GG 21-15 Louise Avenue Landscape Improvements to construct landscape, landscape lighting and irrigation improvements in the medians from Interstate 5 to Fifth Street; and

**WHEREAS**, subsequent to the creation of this CIP, the addition of streetlights to the medians and roadside was desired, and City Council approved the purchase of the streetlights at City Council Regular Meeting of August 8, 2022; and

**WHEREAS**, bids for the construction of the streetlight improvements were solicited separately from those for the construction of the landscape improvements to minimize the city's cost for both scopes of work; and

**WHEREAS**, the scope of the streetlight work, Streetlights for Louise Avenue Landscape, CIP GG 21-15 (Project) includes the construction of concrete pole foundations, installation and connection of conduit and wiring, meter connection, and the installation of City-purchased decorative single and double luminaire streetlights; and

**WHEREAS**, City staff prepared and distributed the plans and technical specifications for formal bid solicitation on August 10, 2022 in accordance with California Public Contract Code 20160 and the Lathrop Municipal Code Section 2.36.060; and

**WHEREAS**, A total of three (3) bids were received and opened by the City Clerk on September 1, 2022; and

**WHEREAS**, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the Project was determined to be Pacific Excavation, Inc. (Pacific) with a bid of \$593,167; and

**WHEREAS**, staff requests City Council award a contract to Pacific in the amount of \$593,167 for the installation of City-purchased streetlights on Louise Avenue; and

**WHEREAS**, staff also requests Council authorize a 15% construction contingency in the amount of \$88,975 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$682,143; and

**WHEREAS,** Funding for construction of the Project was included in the adopted Fiscal Year 22/23 budget; however, sufficient funds were not allocated to the Project; therefore, staff request City Council approve a budget amendment transferring \$682,143 from the Street Reserves Fund (1010) to the General CIP Fund (3010) as follows:

|                                  |          |           |
|----------------------------------|----------|-----------|
| <u>Decrease Street Reserves</u>  |          |           |
| 1010-251-03-00                   |          | \$682,143 |
| <br><u>Increase Transfer Out</u> |          |           |
| 1010-9900-990-9010               |          | \$682,143 |
| <br><u>Increase Transfer In</u>  |          |           |
| 3010-9900-393-0000               | GG 21-15 | \$682,143 |
| <br><u>Increase Expenditures</u> |          |           |
| 3010-8000-420-12-00              | GG 21-15 | \$682,143 |

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop hereby awards a contract to Pacific Excavation, Inc. for installation of streetlights on Louise Avenue for CIP GG 21-15 Louise Avenue Landscape Improvements, for a cost of \$593,167; and.

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop does hereby approve a 15% construction contingency in the amount of \$88,975 for a total cost not to exceed \$682,143 for the installation of streetlights and authorizes staff to spend up to this amount as necessary to accomplish the goals of the Project; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop also approves a budget amendment transferring \$682,143 from the General Fund Street Reserves Fund (1010) to the General CIP GG 21-15 Fund (3010) for the installation of streetlights on Louise Avenue as detailed above.

The foregoing resolution was passed and adopted this 12<sup>th</sup> day of September 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

**CONSTRUCTION CONTRACT**

This Contract, dated September 12, 2022, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Pacific Excavation, Inc.**, (Contractor), whose Taxpayer Identification Number is \_\_\_\_\_.

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

1. **Term.** This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. **General Scope of Project and Work.** Construction Documents for **STREETLIGHTS FOR LOUISE AVENUE LANDSCAPE IMPROVEMENTS, CIP GG 21-15.** (Projects). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City.

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to installation of single and dual electrolier streetlights, construction of pole foundations, routing and connection of all appurtenant conduit and wiring, and meter connection, and any task necessary to accomplish the aforementioned tasks.

The work shall be **completed within 50 working days** following issuance of Notice to Proceed.

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

**Base Bid Total: \$593,167**

3. **Construction Documents.** This Contract shall include the Construction Documents which are on file with the City Clerk and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and guaranty) and the Bid Documents submitted by **Pacific Excavation, Inc.** on September 1, 2022 For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.



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

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of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.

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

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

**DIR Registration.**

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

## SECTION 00500

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE  
CIP GG 21-15

CONSTRUCTION CONTRACT

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proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

### **Certified Payroll Records**

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

### **RECORD OF WAGES PAID: INSPECTION**

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

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms

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provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

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

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compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

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

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under *Section 00700 - 5.1A*.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
  - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
  - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
  - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
  - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
  - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
  - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
  - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;

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STREETLIGHTS FOR LOUISE AVE. LANDSCAPE  
CIP GG 21-15

CONSTRUCTION CONTRACT

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- (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
  - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
  - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
  - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
  - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

SECTION 00500

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE  
CIP GG 21-15

CONSTRUCTION CONTRACT

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

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

(209) 941-7363  
FAX: (209) 941-7449  
ATTN: Ken Reed, Senior Construction Manager

To Contractor: Pacific Excavation, Inc.  
Mailing Address: 9796 Kent Street Elk Grove, CA 95624  
Phone: 916.686.2806  
Email:  
ATTN: Tim Paxin

16. Miscellaneous.

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time

SECTION 00500

to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.

- (8) **Integration.** This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) **Modification of Contract.** This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) **Provision.** Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) **Resolution.** Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) **Status of Contractor.** In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) **Successors and Assigns.** The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) **Time of the Essence.** Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.



SECTION 00500

- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.

SECTION 00500

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE  
CIP GG 21-15

CONSTRUCTION CONTRACT

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- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

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

SECTION 00500

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE  
CIP GG 21-15

CONSTRUCTION CONTRACT

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

**CONTRACTOR:**

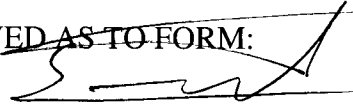
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF LATHROP**

~~APPROVED AS TO FORM:~~

By:  \_\_\_\_\_

Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_

Michael King, Assistant City Manager

APPROVED:

By: \_\_\_\_\_

Stephen J. Salvatore, City Manager

SECTION 00300

**STREETLIGHTS FOR LOUISE AVE. LANDSCAPE  
CIP GG 21-15**

**BID PROPOSAL FORMS**

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**BID PROPOSAL FORMS**

**TO:** City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

**ATTENTION:** City Clerk

**FOR:** **STREETLIGHTS FOR LOUISE AVE. LANDSCAPE, CIP GG 21-15**

THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

**LEGAL COMPLIANCE**

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Construction Documents; and he proposes and agrees that if this Bid is accepted he will contract with the City of Lathrop, in the form of the Contract as set forth in the Construction Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore the price as proposed in the following Bid Schedule.

**SCHEDULE OF PRICES**

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

**BASIS OF AWARD**

The basis for award of the contract will be the price of the base bid. The City of Lathrop reserves the right to award the work contemplated by only the Base Bid or none of the work.

**STREETLIGHTS FOR LOUISE AVE. LANDSCAPE IMPROVEMENTS  
CIP GG 21-15**

**REVISED BID SCHEDULE – R1**

| <b>BID ITEM</b> | <b>DESCRIPTION</b>   | <b>QUANT.</b> | <b>U/M</b> | <b>UNIT PRICE</b> | <b>EXTENDED TOTAL</b> |
|-----------------|--|---------------|------------|-------------------|-----------------------|
| 1               | Mobilization / Bonds / Insurance   | 1             | LS         | 20,000.00         | 20,000.00             |
| 2               | Traffic Control  | 1             | LS         | 25,000.00         | 25,000.00             |
| 3               | Install City-Provided Dual Lamp Streetlight, incl. Foundation / PCC Cap & Conduit / Wiring from Splice Box   | 20            | EA         | 8,500.00          | 178,000.00            |
| 4               | Install City-Provided Single Lamp Streetlight, incl. Foundation / PCC Cap & Conduit / Wiring from Splice Box | 19            | EA         | 8,800.00          | 161,500.00            |
| 5               | 2" SCH 40 Conduit w/ (2) #8 Cu Wire & (1) #10 Bare Copper Gnd.   | 3750          | LF         | 31.00             | 116,250.00            |
| 6               | #3-1/2 Splice Box w/ Fuse Kit @ Pole   | 39            | EA         | 500.00            | 19,500.00             |
| 7               | Relocate Existing Utility Box on Median  | 4             | EA         | 1,000.00          | 4,000.00              |
| 8               | Bore for POCs  | 3             | EA         | 4,000.00          | 12,000.00             |
| 9               | Trench / Conduit for AC Outlets  | 2,140         | LF         | 12.00             | 25,680.00             |
| 10              | Electrical Outlets (GFI)   | 38            | EA         | 300.00            | 11,400.00             |
| 11              | 3 POCs Including Restoration   | 1             | LS         | 16,837.00         | 16,837.00             |
| 12              | 3.5 Caltrans Box with Bolt Lid   | 6             | EA         | 500.00            | 3,000.00              |

**TOTAL BID :** 593,167.00

**TOTAL BID IN WORDS :** Five Hundred Ninety Three Thousand One Hundred Sixty Seven Dollars & No Cents

SECTION 00300

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE  
CIP GG 21-15

BID PROPOSAL FORMS

**INFORMATION REQUIRED OF BIDDER**

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

**BIDDER'S INFORMATION**

(1) Bidder's name and address:

Tim Paxin's Pacific Excavation, Inc. dba Pacific Excavation  
9796 Kent Street  
Elk Grove, Ca. 95624

(2) Bidder's telephone number: 916-686-2800

(3) Bidder's fax number: 916-686-2806

(4) Bidder's Contractor's License (Class): A and C10

License No.: 694400

Expires: 08-31-2024

(5) Person who inspected site of proposed work for Contractor's firm:

Name: Denny Jurtado Date of Inspection: 8-25-22

(5) List 5 projects of a nature similar to this project:

| Project             | Contract Price | Name, Address and Telephone Number of Owner |
|---------------------|----------------|---|
|                     |                |   |
| <i>See attached</i> |                |   |
|                     |                |   |
|                     |                |   |
|                     |                |   |

00300-3

## Experience Statement



| Owner / General:  | Project:  | Amount:                             |
|---|---|-------------------------------------|
| City of Turlock<br>156 S Broadway #150<br>Turlock, Ca 95380<br>(209)668-5599      | West Main & West Avenue<br>Signal Improvements<br><br>Randy Jones | \$352,084.00<br>Completed 1-2020    |
| City of Sacramento<br>915 I Street, Rm 2000<br>Sac., Ca 95814<br>(916) 808-8300   | HSIP Advanced Dilemma T/S<br>Detection System<br><br>Kalieb Haile | \$325,986.00<br>Completed 11-2019   |
| City of Sacramento<br>915 I Street Rm 2000<br>Sac., Ca 95814<br>(916) 808-8300    | Midtown Street Lighting Ph 3<br><br>John Matoba                   | \$398,264.00<br>Completed 3-2020    |
| City of Sacramento<br>915 I Street Rm 2000<br>Sac., Ca 95814<br>(916) 808-8300    | HSIP Hybrid Beacons<br>Ped Signals<br><br>Bob Lorusso             | \$1,568,062.86<br>Completed 12-2020 |
| City of Turlock<br>156 S Broadway #150<br>Turlock, Ca 95380<br>(209) 668-5599     | Tully & Tuolumne Imp<br>Traffic Signal<br><br>Randy Jones         | \$467,801.00<br>Completed 10-2021   |
| Saybrook<br>303 Twin Dolphins Dr 600<br>Redwood City , Ca 94065<br>(650) 632-4522 | GVP & Stanford<br>Traffic Signal<br><br>Jeff Wilson/Ben Navarro   | \$448,366.00<br>Completed 9-2021    |

All projects above were completed on time with no liquated damages, claims, lawsuits or stop notices

Prescilla Gastelum  
Corporate Secretary

8.30.2022  
Date

9796 Kent Street  
Elk Grove, Ca 95624  
916-686-2800

SECTION 00300

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE  
CIP GG 21-15

BID PROPOSAL FORMS

**LIST OF SUBCONTRACTORS:**

The Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the WORK which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

| <u>Work to be Performed</u> | <u>Subcontractor License Number</u> | <u>Percent of Total Contract</u> | <u>Subcontractor's Name &amp; Address</u> |
|-----------------------------|-------------------------------------|----------------------------------|---|
| 1. _____                    | _____                               | _____                            | _____                                     |
| 2. _____                    | _____                               | _____                            | _____                                     |
| 3. _____                    | _____                               | _____                            | _____                                     |
| 4. _____                    | _____                               | _____                            | _____                                     |
| 5. _____                    | _____                               | _____                            | _____                                     |
| 6. _____                    | _____                               | _____                            | _____                                     |

*None*

Note: Attach additional sheets if required.



SECTION 00300

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE  
CIP GG 21-15

BID PROPOSAL FORMS

**ADDENDA**

Bidder certifies he reviewed ARC Stockton's website for addenda within 48 hours of bid opening and acknowledges receipt of the following addendum (addenda):

1

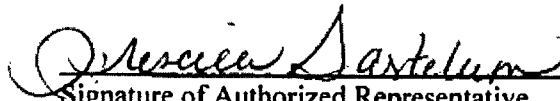
Respectfully submitted,

Tim Paxin's Pacific Excavation, Inc.  
dba Pacific Excavation

8.30.22

Dated

Legal Name of Firm

  
Signature of Authorized Representative  
*Corporate Secretary*  
(Seal)

(If Bidder is a corporation, show State in which incorporated.)

California

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

Tim Paxin President Elk Grove, CA. 95624

Jim Paxin V.P. Elk Grove, CA. 95624

Prescilla Gastelum Corp Secretary Elk Grove, CA. 95624

SECTION 00300

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE  
CIP GG 21-15

BID PROPOSAL FORMS

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Tim Paxin's Pacific Excavation, Inc.

as PRINCIPAL, and Great American Insurance Company

as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Lathrop to which the bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by those presents. In no case shall the liability of the surety hereunder exceed the sum of \$ ten percent of amount bid.

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the City Hall, 390 Towne Centre Drive, Lathrop, CA:

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE IMPROVEMENTS, CIP GG 21-15

NOW, THEREFORE, if the Principal is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 16 day of Aug., 2022.

Tim Paxin's Pacific Excavation, Inc. (Seal)

Marcia Sastelum (Seal)  
*Corporate Secretary*

Address: 9796 Kent Street, Elk Grove, CA 95624

Great American Insurance Company (Seal)

James D. Einerson (Seal)

Address: James D. Einerson, Attorney-in-Fact

301 E 4th Street Cincinnati, OH 45202

**ACKNOWLEDGMENT**

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

State of California  
County of           Sacramento          )

On   August 16, 2022   before me,   Gail C. Einerson, Notary Public    
(insert name and title of the officer)

personally appeared   James D. Einerson, Attorney-in-Fact    
who proved to me on the basis of satisfactory evidence to be the person( ) whose name( ) is/ )  
subscribed to the within instrument and acknowledged to me that he/ )/ ) executed the same in  
his/ )/ ) authorized capacity( )), and that by his/ )/ ) signature( ) on the instrument the  
person( ), or the entity upon behalf of which the person( ) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature   Gail C. Einerson   (Seal)

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 14660

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name              | Address                | Limit of Power |
|-------------------|------------------------|----------------|
| JAMES D. EINERSON | ALL OF                 | ALL            |
| GAIL C. EINERSON  | GOLD RIVER, CALIFORNIA | \$100,000,000  |
| MICHELLE FURNO    |                        |                |

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2ND day of DECEMBER 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



*Atty L C B*

Assistant Secretary

*Mark V Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 2ND day of DECEMBER

, 2020, before me personally appeared MARK VICARIO, to me known,

being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal, that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 16 day of August 2022



*Atty L C B*

Assistant Secretary

SECTION 00300

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE  
CIP GG 21-15

BID PROPOSAL FORMS

NOTE: Signatures of those executing for the surety must be properly acknowledged.

NONCOLLUSION AFFIDAVIT

STATE OF California )  
 )  
COUNTY OF Sacramento ) ss.

Prescilla Gastelum being first duly sworn, deposes and says that he or she is  
Tim Paxin's Pacific Excavation, Inc.dba  
Corporate Secretary of Pacific Excavation the party making the foregoing bid  
that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership,  
company, association, organization, or corporation; that the bid is genuine and not collusive or  
sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a  
false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with  
any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the  
bidder has not in any manner, directly or indirectly, sought by agreement, communication, or  
conference with anyone to fix the bid price of the bidder or any other bidder, or of that of any other  
bidder, or to secure any advantage against the public body awarding the contract of anyone  
interested in the proposed contract; that all statements contained in the bid are true; and, further,  
that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown  
thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will  
not pay, any fee to any corporation, partnership, company associated, organization, bid depository,  
or to any member or agent thereof to effectuate a collusive or sham bid.

Prescilla Gastelum  
Signature of: President, Secretary,  
Manager, Project Manager or Representative

The County of \_\_\_\_\_

State of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me

on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_, proved to  
me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.

Seal \_\_\_\_\_

Signature \_\_\_\_\_

*been Attached  
Jurat Cert.*

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not*

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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

State of California  
County of Sacramento

Subscribed and ~~sworn~~ to (or affirmed) before  
on this 30th day of August, 2022,  
by *Date* *Month* *Year*  
(1) PRESCILLA GASTELUM

(and (2) \_\_\_\_\_),  
*Name(s) of Signer(s)*

proved to me on the basis of satisfactory  
to be the person(s) who appeared before me.



Signature Michelle L. Pereira  
*Signature of Notary Public*

*Seal*  
*Place Notary Seal Above*

**OPTIONA**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

SECTION 00300

STREETLIGHTS FOR LOUISE AVE. LANDSCAPE  
CIP GG 21-15

BID PROPOSAL FORMS

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder, who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No X

If the answer is yes, explain the circumstances in the following space.

N/A

**PUBLIC CONTRACT SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

*(END OF SECTION)*

00300-8

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## ITEM 4.18

### **CITY MANAGER'S REPORT SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH DELL'OSSO FARMS, LLC. TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE PUMPKIN MAZE EVENT ON OCTOBER 1, 2022 THROUGH OCTOBER 31, 2022**

**RECOMMENDATION: Adopt Resolution Approving Professional Services Agreement with Dell'Osso Farms, LLC. to Provide Law Enforcement Services for the Pumpkin Maze Event on October 1, 2022 through October 31, 2022**

---

#### **SUMMARY:**

Dell'Osso Farms (Dell'Osso) holds an annual Pumpkin Maze event during the month of October and has requested law enforcement services from the City of Lathrop Police Department (LPD) for their event security. Dell'Osso has requested a total of 250 hours for the duration of the event that will be held from October 1, 2022 through October 31, 2022. LPD is able to provide the requested overtime hours for the Pumpkin Maze event. Dell'Osso has further agreed to pay the cost of additional law enforcement services should circumstances require additional hours or mutual aid from other agencies to restore or secure public safety at the event.

Staff recommends City Council approve the agreement to authorize LPD to provide law enforcement services for the Pumpkin Maze event for the period of October 1, 2022 through October 31, 2022.

#### **BACKGROUND:**

Dell'Osso Farms holds an annual Pumpkin Maze event during the month of October that attracts thousands of attendees from the City of Lathrop and the surrounding areas. In previous years, Dell'Osso has contracted with the San Joaquin County Sheriff's Office to provide law enforcement services. On June 29, 2022, the Lathrop Police Department took over law enforcement services from the Sheriff's Office for the City of Lathrop. Dell'Osso has requested LPD to provide the police services for their annual event this year, and LPD is able to provide the requested hours for the Pumpkin Maze event.

The Pumpkin Maze event is scheduled from October 1, 2022 through October 31, 2022. Dell'Osso has requested a total of 250 hours for the duration of the event. Police Officers will work from a schedule with (18) eight-hour shifts and (8) six-hour shifts for a total of 192 hours, and Sergeants will work from a schedule with (5) eight-hour shifts and (3) six-hour shifts for a total of 58 hours. Police Officers and Sergeants will work on a voluntary and rotational basis. Officers working the event will do so outside of their regularly assigned work schedule.

**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING  
APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH DELL'OSSO  
FARMS, LLC. TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE PUMPKIN  
MAZE EVENT ON OCTOBER 1, 2022 THROUGH OCTOBER 31, 2022**

Dell'Osso further agrees to pay the cost of additional law enforcement services should circumstances require a mutual aid request from other City, County, or State agencies in order to restore or secure public safety at the event.

**REASON FOR RECOMMENDATION:**

In previous years, the Sheriff's Department has provided law enforcement services to Dell'Osso for their annual event. LPD is able to provide the services requested and Dell'Osso has agreed to pay the overtime rate to cover the costs of sworn personnel. Staff recommends Council approve the agreement to allow LPD to provide law enforcement services for the Pumpkin Maze event.

**FISCAL IMPACT:**

Overtime for the event is estimated at \$27,196.70. At the conclusion of the event, the City will invoice Dell'Osso for the cost of providing law enforcement services. Should circumstances arise requiring more hours than what was scheduled or mutual aid from other agencies was needed, Dell'Osso will be responsible for reimbursement of the actual hours worked and costs for mutual aid. There is no fiscal impact to the City for this agreement, however, the budget adjustment below is required to reflect the increase in revenue for staff time:

Increase Revenue: 1010-4030-341-01-01 (Current Service Charges) \$27,200

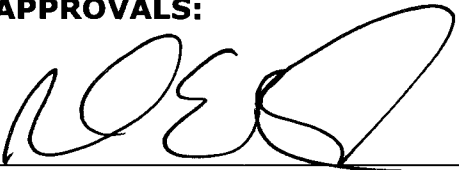
Increase Expense: 1010-4030-410-13-00 (Overtime) \$27,200

**ATTACHMENTS:**

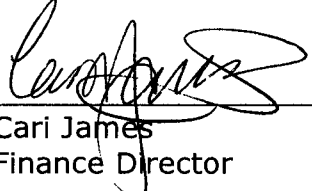
- A. Resolution Approving Professional Services Agreement with Dell'Osso Farms, LLC. to Provide Law Enforcement Services for the Pumpkin Maze Event on October 1, 2022 through October 31, 2022
- B. Professional Services Agreement with Dell'Osso Farms, LLC. to Provide Law Enforcement Services for the Pumpkin Maze Event on October 1, 2022 through October 31, 2022

**CITY MANAGER'S REPORT** **PAGE 3**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH DELL'OSSO**  
**FARMS, LLC. TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE PUMPKIN**  
**MAZE EVENT ON OCTOBER 1, 2022 THROUGH OCTOBER 31, 2022**

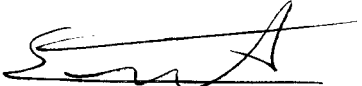
**APPROVALS:**

  
\_\_\_\_\_  
Raymond Bechler  
Chief of Police

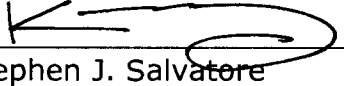
8/31/22  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

9/4/2022  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

9.1.2022  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

FOR

9.7.2022  
Date

**RESOLUTION NO. 22 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING PROFESSIONAL SERVICES AGREEMENT WITH DELL'OSSO FARMS, LLC. TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE PUMPKIN MAZE EVENT ON OCTOBER 1, 2022 THROUGH OCTOBER 31, 2022**

**WHEREAS**, Dell'Osso Farms, LLC. holds an annual Pumpkin Maze event during the month of October that attracts thousands of attendees from the City of Lathrop and the surrounding areas; and

**WHEREAS**, in previous years, Dell'Osso has contracted with the San Joaquin County Sheriff's Office to provide law enforcement services; and

**WHEREAS**, on June 29, 2022, the Lathrop Police Department took over law enforcement services from the Sheriff's Office for the City of Lathrop; and

**WHEREAS**, Dell'Osso has requested LPD provide the police services for their annual event this year, and LPD is able to provide the requested hours for the Pumpkin Maze event; and

**WHEREAS**, the Pumpkin Maze event is scheduled from October 1, 2022 through October 31, 2022; and

**WHEREAS**, Dell'Osso has requested a total of 250 hours for the event. Police Officers will work from a schedule with (18) eight-hour shifts and (8) six-hour shifts for a total of 192 hours, and Sergeants will work from a schedule with (5) eight-hour shifts and (3) six-hour shifts for a total of 58 hours. Police Officers and Sergeants will work on a voluntary and rotational basis. Officers working the event will do so outside of their regularly assigned work schedule; and

**WHEREAS**, Dell'Osso further agrees to pay the cost of additional law enforcement services should circumstances require a mutual aid request from other City, County, or State agencies in order to restore or secure public safety at the event; and

**WHEREAS**, overtime for the event is estimated at \$27,196.70. There is no fiscal impact to the City for this agreement, however, the budget adjustment below is required to reflect the increase in revenue for staff time:

Increase Revenue: 1010-4030-341-01-01 (Current Service Charges) \$27,200

Increase Expense: 1010-4030-410-13-00 (Overtime) \$27,200

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the agreement with Dell'Osso Farms, LLC. to provide law enforcement services for the Pumpkin Maze event on October 1, 2022 through October 31, 2022.

The foregoing resolution was passed and adopted this 12<sup>th</sup> day of September 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

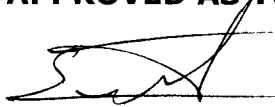
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

# Attachment B

## CITY OF LATHROP

### PROFESSIONAL SERVICES AGREEMENT TO PROVIDE DELL'OSSO FARMS, LLC. LAW ENFORCEMENT SERVICES FOR THE PUMPKIN MAZE EVENT OCTOBER 1, 2022 THROUGH OCTOBER 31, 2022

**THIS AGREEMENT** for law enforcement services to DELL'OSSO FARMS, LLC. for the PUMPKIN MAZE event (hereinafter "EVENT"), dated for convenience this \_\_\_\_\_ **day of September** is by and between **Dell'OssO Farms, LLC.**, a separate and distinct entity (hereinafter "DELL'OSSO FARMS") and the **City of Lathrop**, a California municipal corporation (hereinafter "CITY"). The CITY and DELL'OSSO FARMS may be referred to herein as "Party" or collectively as "Parties".

#### RECITALS:

**WHEREAS**, DELL'OSSO FARMS requests the CITY to provide law enforcement security services for its EVENT; and

**WHEREAS**, the CITY desires to accommodate DELL'OSSO FARMS request and has no objections to providing law enforcement security services for the EVENT as allowed by Government Code 53069.8 and reserves the right to terminate EVENT for the purposes of public safety; and

**WHEREAS**, any costs associated with work hours pursuant to this AGREEMENT wherein Officers or Sergeants worked at the EVENT shall be paid for by DELL'OSSO FARMS at the rate indicated in the estimated cost schedule below.

**NOW, THEREFORE**, in consideration of the recitals, covenants, terms, and conditions in this Agreement, DELL'OSSO FARMS and the CITY agree as follows:

#### AGREEMENT

(1) **Scope of Service**

CITY's assigned police officers shall provide law enforcement security services to DELL'OSSO FARMS EVENT in accordance with the terms and conditions contained in this Agreement.

- A. Each police officer shall be the CITY's employee and shall be subject to the CITY's administration, supervision, and control.
- B. DELL'OSSO FARMS agrees to the estimated costs for law enforcement security provided by the Lathrop Police Department.
- C. The estimated costs is based on the understanding that CITY shall assign Police Officers and Sergeants to cover the EVENT on each requested day on a rotational basis. Police Officer(s) will work from a schedule with a total of 192 hours, and Sergeant(s) will work from a schedule with a total of 58 hours. Attached is Exhibit "A" of the shifts and hours requested by DELL'OSSO FARMS.
- D. The CITY shall be entitled to a reimbursement should circumstances arise requiring more hours/and or personnel and the estimated cost would be adjusted accordingly.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT FOR DELL’OSSO FARMS, LLC. LAW ENFORCEMENT SERVICES FOR THE PUMPKIN MAZE EVENT OCTOBER 1, 2022 THROUGH OCTOBER 31, 2022.

- E. DELL’OSSO FARMS shall be entitled to a reduction for less hours worked should circumstances (such as rain and wind) cause the EVENT to be closed or impacted. Additionally, closing hours in Exhibit “A” are estimates. If the EVENT closes early, officers may work less hours.
- F. DELL’OSSO FARMS agrees to pay the CITY for all costs associated with providing law enforcement services for the EVENT. In addition, if further resources are needed to provide adequate security at the EVENT, including mutual aid from other agencies, those cost will be the responsibility of DELL’OSSO FARMS. Hourly rates for the additional resources that are not included in the estimated cost schedule may vary.

**(2) Compensation**

DELL’OSSO FARMS hereby agrees to the estimated cost for law enforcement services below:

|                       | <b>Overtime Rate</b> | <b>Estimated Hours</b> | <b>Estimated Cost</b> |
|-----------------------|----------------------|------------------------|-----------------------|
| <b>Police Officer</b> | \$104.46             | 192                    | \$20,056.32           |
| <b>Sergeant</b>       | \$123.11             | 58                     | \$7,140.38            |
| <b>TOTALS</b>         |                      |                        | <b>\$27,196.70</b>    |

CITY will invoice DELL’OSSO FARMS for law enforcement services for actual hours of CITY personnel and any additional resource costs incurred for the EVENT. Hourly rates for additional resources that may be needed to provide adequate security at the EVENT that are not included in the estimated cost schedule above may vary.

**(3) Effective Date and Term**

The effective date of this Agreement shall be from the date of its full execution through **October 31, 2022**, unless terminated earlier by either party providing thirty (30) days’ written notice.

**(4) Employment of Officer(s) and Assignments**

CITY shall retain control over supervision, wages, and other terms and conditions of employment of the officers providing the services under this Agreement. The parties acknowledge that such officers are held to the requirements of the law and CITY policies and procedures. DELL’OSSO FARMS shall immediately notify the CITY of any concerns regarding the performance of the assigned officers, including, but not limited to, adherence to quality of services as detailed in this agreement.

CITY shall assign Police Officers and Sergeants to cover the EVENT on each requested day on a rotational basis. Police Officer(s) will work from a schedule with (18) eight-hour shifts and (8) six-hour shifts with a total of 192 hours, and Sergeant(s) will work from a schedule with (5) eight-hour shifts and (3) six-hour shifts with a total of 58 hours, unless otherwise adjusted due to circumstantial events as referenced in the Agreement.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT FOR DELL’OSSO FARMS, LLC. LAW ENFORCEMENT SERVICES FOR THE PUMPKIN MAZE EVENT OCTOBER 1, 2022 THROUGH OCTOBER 31, 2022.

(5) **Billings**

CITY shall submit one invoice at the conclusion of the EVENT for actual law enforcement services incurred and any additional resource costs incurred for the EVENT. DELL’OSSO FARMS shall remit payment to the CITY within thirty (30) days of receipt of invoice

(6) **Supplies & Equipment**

CITY shall provide each officer with the following equipment:

- A. **Police Vehicles: City shall,**
  - 1. Provide a standard patrol vehicle for each officer.
  - 2. Maintain the motor vehicles assigned to each officer.
  - 3. Purchase gasoline, oil, replacement tires, and other expenses associated with the operation of each motor vehicle.
  - 4. Maintain comprehensive general auto liability insurance on each motor vehicle in an amount as is currently provided through the Central San Joaquin Valley Risk Management Authority.
- B. **Weapons and Ammunition**
  - 1. CITY shall provide the standard issued weapons (handgun, shotgun, and rifle) and rounds of ammunition for each officer.
- C. **Office Supplies**
  - 1. CITY shall provide each officer with the usual and customary office supplies and forms required in the performance of their duties.

(7) **Compliance With the Laws**

The Parties shall keep themselves informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner performance of the Services or those engaged to perform Services under this Agreement.

(8) **Insurance**

- A. DELL’OSSO FARMS shall maintain commercial general liability insurance coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. DELL’OSSO FARMS general liability policies shall be primary and shall not seek contribution from the CITY’s coverage, and be endorsed using ISO form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent) is also required.
- B. Any failure to comply with reporting provisions of the policies by DELL’OSSO FARMS shall not affect coverage provided the CITY.



CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT FOR DELL’OSSO FARMS, LLC. LAW ENFORCEMENT SERVICES FOR THE PUMPKIN MAZE EVENT OCTOBER 1, 2022 THROUGH OCTOBER 31, 2022.

- C. Coverage shall state that DELL’OSSO FARMS insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- D. Coverage shall contain a waiver of subrogation in favor of the CITY.

(9) **Indemnification**

- A. DELL’OSSO FARMS shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers (hereafter collectively City Personnel) from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the any services provided by the City or any City Personnel or their performance of work or any failure to comply with any of the City’s duties contained in the Agreement, except such loss or damage which was caused by the gross or willful misconduct of City Personnel.
- B. In the event of concurrent negligence on the part of DELL’OSSO FARMS or any of its officers, directors, trustees, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law equity for such losses, fines, penalties, forfeiture, costs and damages shall be apportioned under the State of California’s theory of comparative negligence as presently established or as may be modified hereafter.
- C. If DELL’OSSO FARMS rejects a tender of defense by the City or City Personnel under this Agreement, and it is later determined that the City and City Personnel breached no duty of care and/or were immune from liability, DELL’OSSO FARMS shall reimburse the City and/or City Personnel for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or City Personnel settles a liability claim, with or without participation by DELL’OSSO FARMS.
- D. The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or City Personnel that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or City Personnel and the absence of City Personnel is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor City Personnel intend to waive any immunities to which they would be entitled in the absence of the Agreement.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT FOR DELL’OSSO FARMS, LLC. LAW ENFORCEMENT SERVICES FOR THE PUMPKIN MAZE EVENT OCTOBER 1, 2022 THROUGH OCTOBER 31, 2022.

**(10) Integration of Prior Terms and Conditions**

This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent. The indemnity sections shall survive termination or expiration of this agreement.

**(11) Termination**

Either Party to this Agreement may for any reason terminate this Agreement at any time by giving thirty (30) days’ written notice to the other party. Upon termination of this Agreement as herein provided, DELL’OSSO FARMS shall have no obligation to compensate or pay the CITY except for services provided prior to termination.

**(12) 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 (1) personally served, (2) sent by the United States mail, postage prepaid, by certified mail (3) sent by private express delivery service and addressed as follows:

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

Copy to: City of Lathrop  
Lathrop Police Department  
940 River Islands Parkway  
Lathrop, CA 95330

To Dell’Osso Farms: DELL’OSSO FARMS, LLC.  
Attn: Susan Dell’Osso  
26 W. Stewart Rd.  
Lathrop, CA 95330

**(13) 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

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT FOR DELL’OSSO FARMS, LLC. LAW ENFORCEMENT SERVICES FOR THE PUMPKIN MAZE EVENT OCTOBER 1, 2022 THROUGH OCTOBER 31, 2022.

Agreement and attached exhibits, the terms of this Agreement shall prevail.

- C. **Non-Discrimination.** No party shall employ any discriminatory practices in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ancestry, age, sexual orientation, or physical and mental disability.
- D. **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.
- 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. **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.
- K. **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.
- L. **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- M. **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.
- N. **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

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT FOR DELL’OSSO FARMS, LLC. LAW ENFORCEMENT SERVICES FOR THE PUMPKIN MAZE EVENT OCTOBER 1, 2022 THROUGH OCTOBER 31, 2022.

reasonable attorney’s fees, incurred or expended in connection with such action against the non-prevailing party

**(14) 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 DELL’OSSO FARMS and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT FOR DELL’OSSO FARMS, LLC. LAW ENFORCEMENT SERVICES FOR THE PUMPKIN MAZE EVENT OCTOBER 1, 2022 THROUGH OCTOBER 31, 2022.

**In Witness Whereof**, each Party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

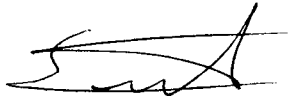
**City of Lathrop:**

**Dell’Osso Farms, LLC:**

\_\_\_\_\_  
Stephen J. Salvatore                      Date  
City Manager

\_\_\_\_\_  
Susan Dell’Osso                      Date

**Approved as to Form:**

                      9-1-2022  
\_\_\_\_\_  
Salvador Navarrete                      Date  
City Attorney

**Attest:**

\_\_\_\_\_  
Teresa Vargas                      Date  
City Clerk

**2022 CORN MAZE STAFFING SCHEDULE**  
**October 1, 2022 through October 31, 2022**

**Exhibit A**

| DATE            | SHIFT    | ASSIGNED STAFF |      |      | Dep Hrs     | Sgt. Hrs |
|-----------------|----------|----------------|------|------|-------------|----------|
|                 |          | Officer        | Sgt. | NAME |             |          |
| 1-Oct Saturday  | 2pm-10pm | 1              |      |      | 8           |          |
|                 | 2pm-10pm | 1              |      |      | 8           |          |
| 2-Oct Sunday    | 1pm-9pm  | 1              |      |      | 8           |          |
|                 | 1pm-9pm  | 1              |      |      | 8           |          |
| 7-Oct Friday    | 4pm-10pm | 1              |      |      | 6           |          |
|                 | 4pm-10pm | 1              |      |      | 6           |          |
| 8-Oct Saturday  | 2pm-10pm | 1              |      |      | 8           |          |
|                 | 2pm-10pm | 1              |      |      | 8           |          |
| 9-Oct Sunday    | 1pm-9pm  | 1              |      |      | 8           |          |
|                 | 1pm-9pm  | 1              |      |      | 8           |          |
| 14-Oct Friday   | 4pm-10pm | 1              |      |      | 6           |          |
|                 | 4pm-10pm | 1              |      |      | 6           |          |
|                 | 4pm-10pm |                | 1    | Sgt  |             | 6        |
| 15-Oct Saturday | 2pm-10pm | 1              |      |      | 8           |          |
|                 | 2pm-10pm | 1              |      |      | 8           |          |
|                 | 2pm-10pm |                | 1    | Sgt  |             | 8        |
| 16-Oct Sunday   | 1pm-9pm  | 1              |      |      | 8           |          |
|                 | 1pm-9pm  | 1              |      |      | 8           |          |
|                 | 1pm-9pm  |                | 1    | Sgt  |             | 8        |
| 21-Oct Friday   | 4pm-10pm | 1              |      |      | 6           |          |
|                 | 4pm-10pm | 1              |      |      | 6           |          |
|                 | 4pm-10pm |                | 1    | Sgt  |             | 6        |
| 22-Oct Saturday | 2pm-10pm | 1              |      |      | 8           |          |
|                 | 2pm-10pm | 1              |      |      | 8           |          |
|                 | 2pm-10pm |                | 1    | Sgt  |             | 8        |
| 23-Oct Sunday   | 1pm-9pm  | 1              |      |      | 8           |          |
|                 | 1pm-9pm  | 1              |      |      | 8           |          |
|                 | 1pm-9pm  |                | 1    | Sgt  |             | 8        |
| 28-Oct Friday   | 4pm-10pm | 1              |      |      | 6           |          |
|                 | 4pm-10pm | 1              |      |      | 6           |          |
|                 | 4pm-10pm |                | 1    | Sgt  |             | 6        |
| 29-Oct Saturday | 2pm-10pm | 1              |      |      | 8           |          |
|                 | 2pm-10pm | 1              |      |      | 8           |          |
|                 | 2pm-10pm |                | 1    | Sgt  |             | 8        |
| 30-Oct Sunday   | None     |                |      |      |             |          |
|                 |          |                |      |      | Total Hours |          |
|                 |          |                |      |      | 192         | 58       |

**CITY MANAGER’S REPORT  
SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**

**ITEM:** **APPROVE THE RIVER ISLANDS PHASE ONE  
PARKS AND OPEN SPACE MASTER PLAN**

**RECOMMENDATION:** **Adopt a Resolution Approving the River  
Islands Phase One Parks and Open Space  
Master Plan**

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**SUMMARY:**

The Parks and Recreation Commission recommends the City Council adopt a Resolution to approve the River Islands Phase One Parks and Open Space Master Plan. The Parks and Open Space Master Plan is intended to provide a string of parks and open spaces that are valuable community assets and recreational opportunities for individuals and families throughout the River Islands development.

**BACKGROUND:**

The Parks Master Plan for River Islands is intended to provide a network of master planned parks and open spaces throughout the River Islands development. The park locations along the river provide opportunities to experience the river in multiple ways. Open spaces are woven throughout at varying scales in order to support an assortment of passive and active recreation. Several types of sports fields are included as well as ample opportunities to enjoy nature and the water’s edge. Pedestrian and bicycle circulation is designed to enable residents to move safely throughout the community. Varying classes of bicycle paths are integrated and promote easy access to open space and extended cycling or running.

Community and neighborhood park acreages for Phase One were used to calculate and meet the State’s minimum parkland dedication requirements. Neighborhood Parks must be provided at a rate of 2 acres per 1,000 population and Community Parks at 3 acres per 1,000 population.

**RECOMMENDATION:**

Adopt a Resolution Approving the River Islands Phase One Parks and Open Space Master Plan.

**FISCAL IMPACT:**

No fiscal impact.

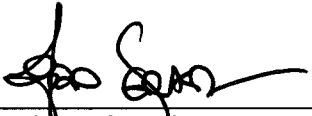
**ATTACHMENTS:**

- A. A Resolution of the City Council of the City of Lathrop Approving the River Islands Phase One Parks and Open Space Master Plan

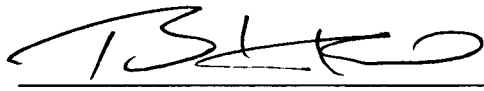


**CITY MANAGER REPORT**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVE THE RIVER ISLANDS PHASE ONE PARKS AND OPEN SPACE MASTER PLAN**

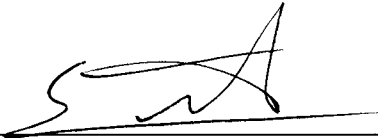
**APPROVALS:**

  
\_\_\_\_\_  
Todd Sebastian  
Director - Parks, Recreation, and Maintenance Services


9/6/22  
Date

 For C)  
\_\_\_\_\_  
Cari James  
Director - Finance

8/13/22  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8-23-2022  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9-2-22  
Date

**RESOLUTION NO. 22-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE RIVER ISLANDS PHASE ONE PARKS AND OPEN SPACE MASTER PLAN**

**WHEREAS**, the Parks and Open Space Master Plan for River Islands is intended to provide a network of master planned parks and open spaces throughout the River Islands development; and

**WHEREAS**, the park locations along the river provides opportunities to experience the river in multiple ways; and

**WHEREAS**, the open spaces are woven throughout at varying scales in order to support an assortment of passive and active recreation; and

**WHEREAS**, several types of sports fields are included as well as ample opportunities to enjoy nature and the water's edge; and

**WHEREAS**, pedestrian and bicycle circulation is designed to enable residents to move safely throughout the community; and

**WHEREAS**, varying classes of bicycle paths are integrated and promote easy access to open space and extended cycling or running; and

**WHEREAS**, community and neighborhood park acreages for Phase One were used to calculate and meet the State's minimum parkland dedication requirements; and

**WHEREAS**, neighborhood parks must be provided at a rate of 2 acres per 1,000 population and Community Parks at 3 acres per 1,000 population.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the River Islands Phase One Parks and Open Space Master Plan.

The foregoing resolution was passed and adopted this 12<sup>th</sup> day of September, 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

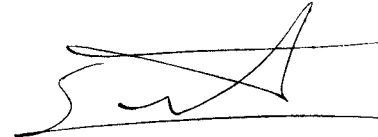
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

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**CITY MANAGER’S REPORT  
SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVE TWO RIVER ISLANDS COMMUNITY PARK DESIGNS**

**RECOMMENDATION: Adopt a Resolution Approving Two New River Islands Community Park Designs for Lathrop Landing Community Park and STEAM Academy Community Park**

**SUMMARY:**

The Parks and Recreation Commission recommends City Council approve the designs for two new community parks within the River Islands community. Community Park C-1, to be named Lathrop Landing Community Park is a 37.13-acre park, including trail way, and Community Park C-3, to be named STEAM Academy Community Park is a joint use park that is 15-acres.

**BACKGROUND:**

Lathrop Landing Community Park is located adjacent to the Lathrop Police Department on River Islands Parkway. The proposed Lathrop Landing Community Park design features a youth and tot themed playground, two tennis courts with a pickle ball overlay, two half-court basketball courts, a splash pad, two rentable picnic areas, restrooms, a large turf open space, walking path, fitness equipment and a parking lot. It is also the start and end point for the river trail access.

STEAM Academy Community Park is located adjacent to the STEAM Academy on Somerston Parkway in River Islands. This park will be a joint use location which will be shared with the Banta School District for youth and adult sports programming. This proposed park design features a youth and tot themed playground, cricket pitch, shade structure, and restroom. The Banta School District portion will feature soccer fields and a baseball field and there will also be a parking lot.

**RECOMMENDATION:**

Adopt a Resolution approving the two new River Islands Community Park designs for Lathrop Landing Community Park and STEAM Academy Community Park.

**FISCAL IMPACT:**

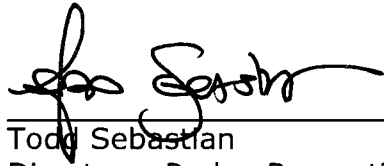
No fiscal impact.

**ATTACHMENTS:**

- A. A Resolution of the City Council of the City of Lathrop approving the two new River Islands Community Park designs for Lathrop Landing Community Park and STEAM Academy Community Park
  
- B. Parks Map

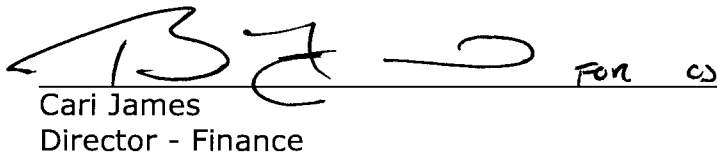
**CITY MANAGER REPORT  
SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING  
APPROVE TWO RIVER ISLANDS COMMUNITY PARK DESIGNS**

**APPROVALS:**



\_\_\_\_\_  
Todd Sebastian  
Director – Parks, Recreation, and Maintenance Services

8.18.22  
Date



FOR CO

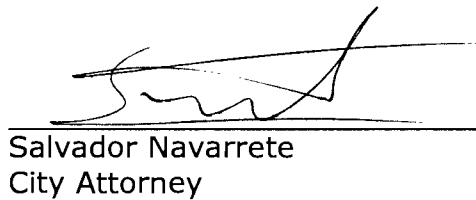
\_\_\_\_\_  
Cari James  
Director - Finance

8/23/22  
Date



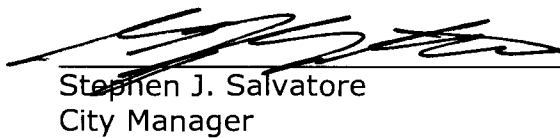
\_\_\_\_\_  
Michael King  
Assistant City Manager

9.6.2022  
Date



\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8-18-2022  
Date



\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9-2-22  
Date

**RESOLUTION NO. 22-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TWO NEW RIVER ISLANDS COMMUNITY PARK DESIGNS FOR LATHROP LANDING COMMUNITY PARK AND STEAM ACADEMY COMMUNITY PARK**

**WHEREAS**, Lathrop Landing Community Park is located adjacent to the Lathrop Police Department on River Islands Parkway; and

**WHEREAS**, the proposed Lathrop Landing Community Park design features a youth and tot themed playground, two tennis courts with a pickle ball overlay, two half-court basketball courts, a splash pad, two rentable picnic areas, restrooms, a large turf open space, walking path, fitness equipment and a parking lot; and

**WHEREAS**, it is also the start and end point for the river trail access; and

**WHEREAS**, STEAM Academy Community Park is located adjacent to the STEAM Academy on Somerston Parkway in River Islands; and

**WHEREAS**, this park will be a joint use location which will be shared with the Banta School District for youth and adult sports programming; and

**WHEREAS**, the proposed STEAM Academy Community Park design features a youth and tot themed playground, cricket pitch, shade structure, and restroom; and

**WHEREAS**, the Banta School District portion will feature soccer fields and a baseball field and there will also be a parking lot.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the two new River Islands Community Park designs for Lathrop Landing Community Park and STEAM Academy Community Park.



The foregoing resolution was passed and adopted this 12<sup>th</sup> day of September, 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Sonny Dhaliwal, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**



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Teresa Vargas, City Clerk

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Salvador Navarrete, City Attorney

# Community Park C-1

## Lathrop Landing Community Park

- Park is located adjacent to the Lathrop Police Department.



ATTACHMENT B

# Community Park C-3

## STEAM Academy Community Park

- Park is located adjacent to the STEAM Academy at River Islands.



## ITEM 4.21

### CITY MANAGER'S REPORT SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING

**ITEM:** ACCEPT PUBLIC IMPROVEMENTS INCLUDING A WATER TANK, BOOSTER PUMPS, AND A SEWER PUMP STATION, AND APPROVE A COMMON USE AGREEMENT WITH RD2062, AND ACCEPT AN IRREVOCABLE OFFER OF DEDICATION FOR STORM DRAIN EASEMENT AND A GRANT DEED FOR A PORTION OF PARCEL 1 OF TRACT 3876 (EMPLOYMENT CENTER) FROM RIVER ISLANDS DEVELOPMENT, LLC

**RECOMMENDATION:** Accept Public Improvements, including a Water Tank, Booster Pumps, and a Sewer Pump Station, and Approve a Common Use Agreement with RD 2062, and Accept an Irrevocable Offer of Dedication for Storm Drain Easement and a Grant Deed for a Portion of Parcel 1 of Tract 3876 (Employment Center) from River Islands Development, LLC

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#### SUMMARY:

River Islands Development, LLC (RID), the developer for the River Islands Project, has completed construction of a 1.5-million-gallon Water Tank (Water Tank), Booster Pumps (Boosters), and a Sewer Pump Station on a portion of Parcel 1 of Tract 3876. The approximate value of the required improvements is \$6,635,000, as shown in the GASB 34 Report included as Attachment "C". City staff has inspected the improvements and confirmed that the improvements have been completed in accordance with City specifications and are deemed complete by the City Engineer. A location map is included as Attachment "B". RID has provided a one-year warranty bond based on 10% of the construction costs and lien releases for the improvements proposed for council acceptance.

RID is also providing a Common Use Agreement (Attachment "F"), Irrevocable Offer of Dedication for Storm Drain Easement (Attachment "G"), and a Grant Deed for a portion of parcel 1 of Tract 3876 (Attachment "E").

Staff recommends City Council accept the improvements, including the Water Tank, Boosters, and Sewer Pump Station, and approve the proposed Common Use Agreement, accept the Irrevocable Offer of Dedication for Storm Drain Easement, and accept the Grant Deed for a portion of Parcel 1 of Tract 3876.

**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING****ACCEPT PUBLIC IMPROVEMENTS INCLUDING A WATER TANK, BOOSTER PUMPS, AND A SEWER PUMP STATION, AND APPROVE A COMMON USE AGREEMENT WITH RD2062, AND ACCEPT AN IRREVOCABLE OFFER OF DEDICATION FOR STORM DRAIN EASEMENT AND A GRANT DEED FOR A PORTION OF PARCEL 1 OF TRACT 3876 (EMPLOYMENT CENTER) FROM RIVER ISLANDS DEVELOPMENT, LLC****BACKGROUND:**

Conditions of Approval of the Vesting Tentative Map (VTM) for Tract 3694 required the installation of a Water Tank, Boosters, and a Sewer Pump Station in conformance with the City Water and Sewer Master Plans. Tract 3694 was further subdivided to include Tract 3876.

RID completed the construction of the Water Tank, Boosters, and Sewer Pump Station improvements in accordance with the conditions of the VTM and the approximate value of the proposed improvements is \$6,635,000, as shown in the GASB 34 Report.

After the initial one-year warranty period, the utility infrastructure will be maintained by the City and the costs to maintain these facilities will be funded through the existing City of Lathrop water and sewer utility rates to be paid by residents benefitting from the infrastructure.

RID has provided a warranty bond (Bond No. 0799677) in the amount of \$663,500 to guarantee replacement and/or repair of the improvements as a result of defective materials, equipment, or defective workmanship for a period of one year from the date of acceptance. Staff requests Council accept the improvements so that City can take ownership of the facility and provide maintenance.

RID also offers the land upon which these improvements were built to the City in fee pursuant to the Grant Deed attached hereto as Attachment "E".

RID also offers an Irrevocable Offer of Dedication of Easement for Storm Drain Purposes, included as Attachment "G", for a portion of Parcel 1 of Tract 3876. The storm drain easement is necessary for storm drain maintenance but is not part of the large parcel that is being conveyed to the City in fee with the Grant Deed.

There is also a need for a Common Use Agreement (CUA) between the City and Reclamation District 2062 (RD2062) as a portion of the storm drain easement shares an area with an easement recorded in favor of RD2062 for the levee system. RD2062 provides flood control and other similar services for the River Islands portion of the Stewart Tract. The proposed CUA, included as Attachment "F", sets forth the terms and conditions to which the RD2062 access can coexist with the City storm drain easement and pipe.

Escrow instructions are included as Attachment "D" to ensure proper execution and recordation of the documents.

**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING****ACCEPT PUBLIC IMPROVEMENTS INCLUDING A WATER TANK, BOOSTER PUMPS, AND A SEWER PUMP STATION, AND APPROVE A COMMON USE AGREEMENT WITH RD2062, AND ACCEPT AN IRREVOCABLE OFFER OF DEDICATION FOR STORM DRAIN EASEMENT AND A GRANT DEED FOR A PORTION OF PARCEL 1 OF TRACT 3876 (EMPLOYMENT CENTER) FROM RIVER ISLANDS DEVELOPMENT, LLC****REASON FOR RECOMMENDATION:**

The Water Tank, Boosters, Sewer Pump Station, and other improvements for portion of Parcel 1 of Tract 3876 have been inspected by City staff and have been deemed complete by the City Engineer and are ready for acceptance by the City Council. Staff has received the as-built drawings and lien releases for the improvements constructed by RID. Staff recommends Council accept the Water Tank, Boosters, and Sewer Pump Station, and approve the Common Use Agreement with RD2062, accept the Irrevocable Offer of Dedication for Storm Drain Easement, and accept the Grant Deed for a portion of Parcel 1 of Tract 3876 from RID.

**FISCAL IMPACT:**

The approximate value of the improvements proposed to be accepted is \$6,635,000 as shown in the attached GASB34 Report. The costs to maintain the infrastructure will be funded through Council approved water and sewer utility rates.

The one-year warranty bond guarantees any repairs or replacements that become necessary during the one-year period beginning upon acceptance due to defective materials or workmanship in connection with the completed improvements.

**ATTACHMENTS:**

- A. Resolution to Accept Public Improvements, including a Water Tank, Booster Pumps, and a Sewer Pump Station, and Approve a Common Use Agreement with RD2062, and Accept an Irrevocable Offer of Dedication for Storm Drain Easement and a Grant Deed for a Portion of Parcel 1 of Tract 3876 (Employment Center) From River Islands Development, LLC
- B. Location Map – Water Tank Parcel
- C. GASB 34 Report – Water Tank, Boosters, and Sewer Pump Station
- D. Escrow Instructions
- E. Grant Deed – Water Tank and Pump Station Parcel
- F. Common Use Agreement with Islands Reclamation District No. 2062
- G. Irrevocable Offer of Dedication - Storm Drain Easement

**CITY MANAGER'S REPORT** **PAGE 4**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**ACCEPT PUBLIC IMPROVEMENTS INCLUDING A WATER TANK, BOOSTER PUMPS, AND A SEWER PUMP STATION, AND APPROVE A COMMON USE AGREEMENT WITH RD2062, AND ACCEPT AN IRREVOCABLE OFFER OF DEDICATION FOR STORM DRAIN EASEMENT AND A GRANT DEED FOR A PORTION OF PARCEL 1 OF TRACT 3876 (EMPLOYMENT CENTER) FROM RIVER ISLANDS DEVELOPMENT, LLC**

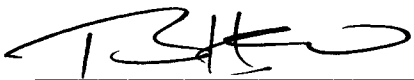
**APPROVALS:**

  
\_\_\_\_\_  
Bellal Nabizadah  
Assistant Engineer

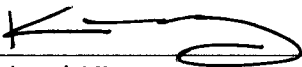
8/31/22  
Date

  
\_\_\_\_\_  
Brad Taylor  
City Engineer

9/1/2022  
Date

 FOR CS  
\_\_\_\_\_  
Cari James  
Finance Director

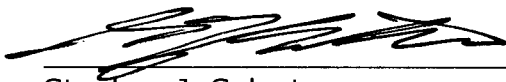
9/1/2022  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

9.1.2022  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8.31.2022  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.6.22  
Date

**RESOLUTION NO. 22 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ACCEPT PUBLIC IMPROVEMENTS INCLUDING A WATER TANK, BOOSTER PUMPS, AND A SEWER PUMP STATION, AND APPROVE A COMMON USE AGREEMENT WITH RD2062, AND ACCEPT AN IRREVOCABLE OFFER OF DEDICATION FOR STORM DRAIN EASEMENT AND A GRANT DEED FOR A PORTION OF PARCEL 1 OF TRACT 3876 (EMPLOYMENT CENTER) FROM RIVER ISLANDS DEVELOPMENT, LLC**

**WHEREAS**, Conditions of Approval of the Vesting Tentative Map (VTM) for Tract 3694 required the installation of a 1.5-million-gallon Water Tank (Water Tank), Booster Pumps (Boosters), and a Sewer Pump Station in conformance with the City Water and Sewer Master Plans. Tract 3694 was further subdivided to include Tract 3876; and

**WHEREAS**, River Islands Development, LLC, (RID) completed the construction of the Water Tank, Boosters, and Sewer Pump Station improvements on a portion of Parcel 1 of Tract 3876 in accordance with the conditions of the VTM and the approximate value of the proposed improvements is \$6,635,000, as shown in the GASB 34 Report included as Attachment "C" to the City Manager's Report; and

**WHEREAS**, after the initial one-year warranty period, the utility infrastructure will be maintained by the City and the costs to maintain these facilities will be funded through the existing City of Lathrop water and sewer utility rates to be paid by residents benefitting from the infrastructure; and

**WHEREAS**, RID has provided a one-year warranty bond in the amount of \$663,500 to guarantee replacement and/or repair of the improvements as a result of defective materials, equipment, or defective workmanship for a period of one year from the date of acceptance; and

**WHEREAS**, RID also offers the land upon which these improvements were built to the City in fee pursuant to the Grant Deed included as Attachment "E" to the City Manager's Report; and

**WHEREAS**, RID also offers an Irrevocable Offer of Dedication of Easement for Storm Drain Purposes, included as Attachment "G" to the City Manager's Report, for a portion of Parcel 1 of Tract 3876; and

**WHEREAS**, the storm drain easement is necessary for storm drain maintenance but is not part of the large parcel that is being conveyed to the City in fee with the Grant Deed; and

**WHEREAS**, there is also a need for a Common Use Agreement (CUA) between the City and Reclamation District 2062 (RD2062) as a portion of the storm drain easement shares an area with an easement recorded in favor of RD2062 for the levee system. RD2062 provides flood control and other similar services for the River Islands portion of the Stewart Tract; and



**WHEREAS**, the proposed CUA, included as Attachment "F" to the City Manager's Report, sets forth the terms and conditions to which the RD2062 access can coexist with the City storm drain easement and pipe; and

**WHEREAS**, escrow instructions are included as Attachment "D" to the City Manager Report to ensure proper execution and recordation of the documents; and

**WHEREAS**, City staff inspected the improvements and confirmed that the improvements have been completed in accordance with City specifications and are deemed complete by the City Engineer; and

**WHEREAS**, RID has submitted lien releases for the improvements proposed to be accepted and staff received a one-year maintenance bond and as-built drawings for said improvements.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby accept the Water Tank, Boosters, and Sewer Pump Station, approves a Common Use Agreement with RD2062, accepts an Irrevocable Offer of Dedication for Storm Drain Easement, and accept conveyance of real property by Grant Deed for a portion of Parcel 1 for Tract 3876 from RID.

The foregoing resolution was passed and adopted this 12<sup>th</sup> day of September, 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

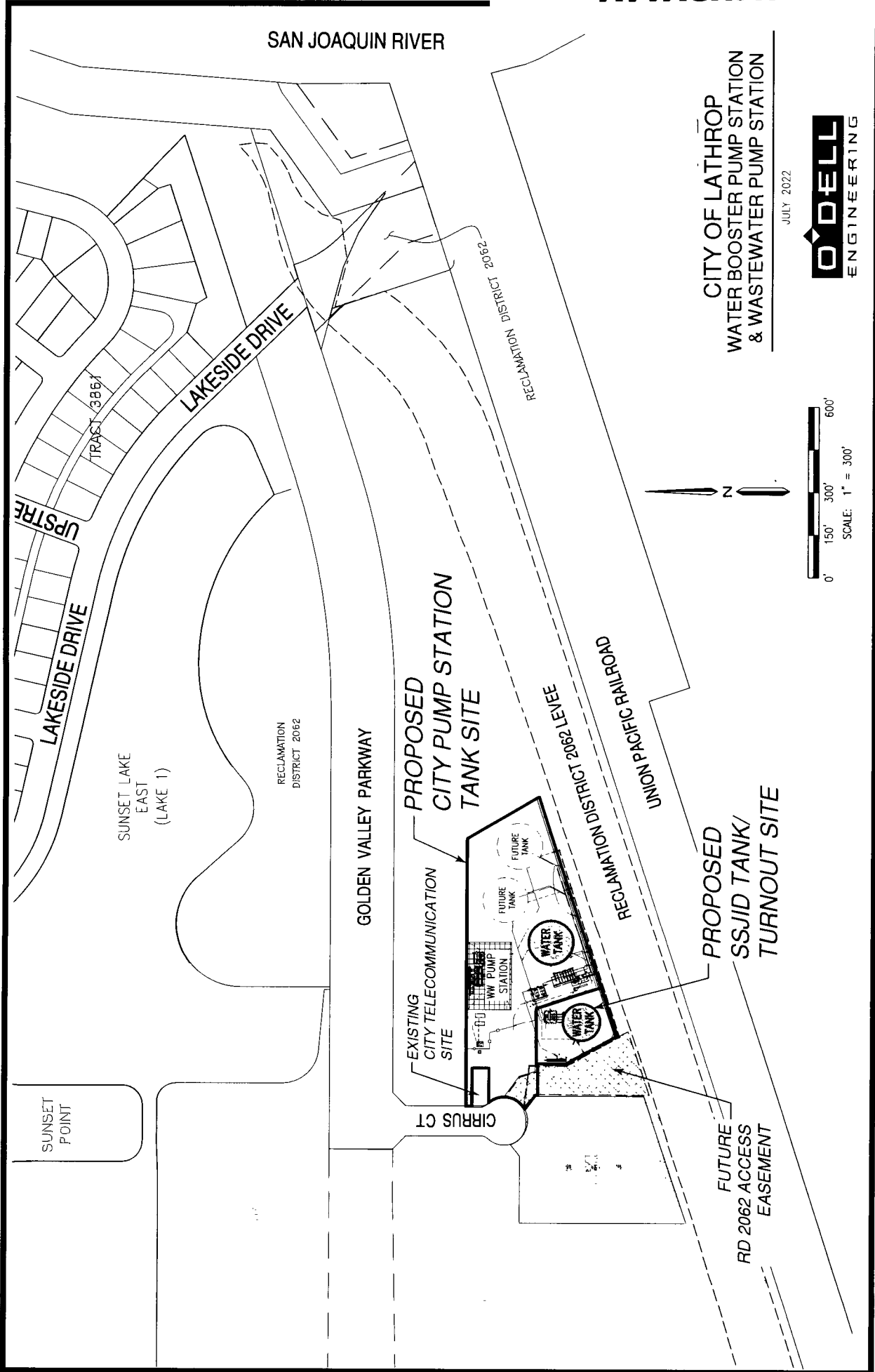
**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

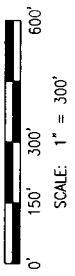
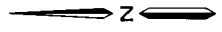
  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

# ATTACHMENT B



CITY OF LATHROP  
WATER BOOSTER PUMP STATION  
& WASTEWATER PUMP STATION

JULY 2022



**CITY OF LATHROP  
PROJECT ACCEPTANCE  
(GASB 34 REPORT)**

Project Name: City of Lathrop Potable Water Storage and Pump Station and Sewer Pump Station at River Islands - Phase I

Submitted by: PACE

Date: 8/3/2022

| Item Number | Description   | UM   | Qty | Unit Price | Total Price |
|-------------|---|------|-----|------------|-------------|
| 1           | Site - 42" City Sewer w/6' MH   | L.F. | 346 | \$ 462     | \$ 160,000  |
| 2           | Site - 6" & 8" City Sewer Pipe  | L.F. | 353 | \$ 113     | \$ 40,000   |
| 3           | Site - 12" & 18" City SSFM  | L.F. | 528 | \$ 133     | \$ 70,000   |
| 4           | Site - 16" & 30" Transmission Water Lines                                     | L.F. | 394 | \$ 508     | \$ 200,000  |
| 5           | Site - 24" & 30" City Water Line  | L.F. | 335 | \$ 328     | \$ 110,000  |
| 6           | Site - 24" City Drain Pipe  | L.F. | 35  | \$ 429     | \$ 15,000   |
| 7           | Site - 24" Tank Overflow Pipe   | L.F. | 35  | \$ 429     | \$ 15,000   |
| 8           | Site - 3/4" Stainless Steel Pipe  | LS   | 1   | \$ 10,000  | \$ 10,000   |
| 9           | Site - 2" Water Pipe  | LS   | 1   | \$ 25,000  | \$ 25,000   |
| 10          | Site - 3" Stilling Well Pipe  | LS   | 1   | \$ 25,000  | \$ 25,000   |
| 11          | Site - 3" Chemical PVC Pipe   | LS   | 1   | \$ 30,000  | \$ 30,000   |
| 12          | Site - Misc Precast   | LS   | 1   | \$ 55,000  | \$ 55,000   |
| 13          | Site - Bollards   | LS   | 1   | \$ 10,000  | \$ 10,000   |
| 14          | Site - Site Paving  | LS   | 1   | \$ 170,000 | \$ 170,000  |
| 14          | Tank - 1.5 Million Gallon Welded Steel Tank<br>(Excluding Installation Labor) | LS   | 1   | \$ 400,000 | \$ 400,000  |
| 15          | Tank - Foundation   | CY   | 75  | \$ 1,800   | \$ 135,000  |
| 16          | Tank - Coating  | LS   | 1   | \$ 300,000 | \$ 300,000  |
| 17          | Tank - Tank Mixer   | LS   | 1   | \$ 180,000 | \$ 180,000  |
| 18          | Tank - Inlet/Outlet Piping  | LS   | 1   | \$ 60,000  | \$ 60,000   |
| 19          | Sewer Wet Well - Wet Well   | LS   | 1   | \$ 635,000 | \$ 635,000  |
| 20          | Sewer Wet Well - Hatches  | LS   | 1   | \$ 145,000 | \$ 145,000  |
| 21          | Sewer Wet Well - Floor Slope  | LS   | 1   | \$ 20,000  | \$ 20,000   |
| 22          | Sewer Wet Well - Sluice Gates   | EACH | 2   | \$ 20,000  | \$ 40,000   |
| 23          | Sewer Wet Well - Sewer Pumps  | EACH | 2   | \$ 120,000 | \$ 240,000  |
| 24          | Sewer Wet Well - Pipe Supports  | LS   | 1   | \$ 30,000  | \$ 30,000   |
| 25          | Sewer Wet Well - Underground Mechanical<br>Piping and Valves                  | LS   | 1   | \$ 50,000  | \$ 50,000   |
| 26          | Sewer Wet Well - Aboveground Mechanical<br>Piping and Valves                  | LS   | 1   | \$ 70,000  | \$ 70,000   |
| 27          | Site B Building - Pump Barrels  | LS   | 1   | \$ 105,000 | \$ 105,000  |
| 28          | Site B Building - Aboveground Suction and<br>Discharge Piping                 | LS   | 1   | \$ 250,000 | \$ 250,000  |
| 29          | Site B Building - Underground Mechanical Piping<br>and Valves                 | LS   | 1   | \$ 100,000 | \$ 100,000  |
| 30          | Site B Building - Building and Columns<br>Foundation                          | LS   | 1   | \$ 75,000  | \$ 75,000   |
| 31          | Site B Building - Masonry Walls   | LS   | 1   | \$ 100,000 | \$ 100,000  |
| 32          | Site B Building - Concrete Equipment Pad                                      | LS   | 1   | \$ 80,000  | \$ 80,000   |
| 33          | Site B Building - Structural Steel  | LS   | 1   | \$ 100,000 | \$ 100,000  |
| 34          | Site B Building - Roofing System  | LS   | 1   | \$ 70,000  | \$ 70,000   |
| 35          | Site B Building - Chemical Tank   | LS   | 1   | \$ 40,000  | \$ 40,000   |
| 36          | Site B Building - Small and Large Booster Pumps                               | LS   | 1   | \$ 160,000 | \$ 160,000  |
| 37          | Site B Building - Air Compressor  | LS   | 1   | \$ 10,000  | \$ 10,000   |
| 38          | Site B Building - Hydropneumatic Tanks  | LS   | 1   | \$ 150,000 | \$ 150,000  |
| 39          | Site B Building - Instrumentation   | LS   | 1   | \$ 45,000  | \$ 45,000   |
| 40          | Site B Building - Motor Control Center and<br>Control Panel                   | LS   | 1   | \$ 300,000 | \$ 300,000  |
| 41          | Site B Building - Conduit, Wires, Junction Boxes                              | LS   | 1   | \$ 70,000  | \$ 70,000   |
| 42          | Site B Building - HVAC Equipment  | LS   | 1   | \$ 50,000  | \$ 50,000   |
| 43          | Site B Building - Conduit, Wires, Junction Boxes                              | LS   | 1   | \$ 70,000  | \$ 70,000   |

**CITY OF LATHROP  
PROJECT ACCEPTANCE  
(GASB 34 REPORT)**

Project Name: City of Lathrop Potable Water Storage and Pump Station and Sewer Pump Station at River Islands - Phase I

Submitted by: PACE

Date: 8/3/2022

| Item Number  | Description   | UM | Qty | Unit Price | Total Price         |
|--------------|---|----|-----|------------|---------------------|
| 44           | Site B Building - HVAC Equipment                            | LS | 1   | \$ 50,000  | \$ 50,000           |
| 45           | Site C Building - Foundation                                | LS | 1   | \$ 55,000  | \$ 55,000           |
| 46           | Site C Building - Masonry Walls                             | LS | 1   | \$ 80,000  | \$ 80,000           |
| 47           | Site C Building - Equipment Pads                            | LS | 1   | \$ 10,000  | \$ 10,000           |
| 48           | Site C Building - Structural Steel                          | LS | 1   | \$ 50,000  | \$ 50,000           |
| 49           | Site C Building - Trusses                                   | LS | 1   | \$ 50,000  | \$ 50,000           |
| 50           | Site C Building - Roofing System                            | LS | 1   | \$ 95,000  | \$ 95,000           |
| 51           | Site C Building - Chemical Tank                             | LS | 1   | \$ 40,000  | \$ 40,000           |
| 52           | Site C Building - Instrumentation                           | LS | 1   | \$ 35,000  | \$ 35,000           |
| 53           | Site C Building - Motor Control Center and<br>Control Panel | LS | 1   | \$ 250,000 | \$ 250,000          |
| 54           | Site C Building - Conduit, Wires, Junction Boxes            | LS | 1   | \$ 45,000  | \$ 45,000           |
| 55           | Site C Building - HVAC Equipment                            | LS | 1   | \$ 50,000  | \$ 50,000           |
| 56           | Site C Site - Exterior Concrete Work and<br>Equipment Pads  | LS | 1   | \$ 105,000 | \$ 105,000          |
| 57           | Site C Site - Conduit, Wires, Pullboxes                     | LS | 1   | \$ 130,000 | \$ 130,000          |
| 58           | Site C Site - Switch Board                                  | LS | 1   | \$ 200,000 | \$ 200,000          |
| 59           | Site C Site - 900 kW Generator                              | LS | 1   | \$ 300,000 | \$ 300,000          |
| 60           | Site C Site - Radio Tower                                   | LS | 1   | \$ 75,000  | \$ 75,000           |
| <b>Total</b> |   |    |     |            | <b>\$ 6,635,000</b> |

**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF GRANT DEED  
(RIVER ISLANDS AT LATHROP)**

September 12, 2022

**Via Email and Hand Delivery**

Old Republic Title Company  
1215 W. Center Street, Suite 103  
Manteca, CA 95337  
Attn: Lori Richardson

**Re: Recordation of Grant Deed (Water Tank & Pump Station Site);  
Escrow No. 1214022687**

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of Califia, LLC, a California limited liability company ("**Califia**") and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with recordation of the above-referenced Grant Deed ("**Grant Deed**"). Recordation of the Grant Deed is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title Company is referred to as "you" or "**ORTC**."

**A. Date for Closings**

The Grant Deed will be recorded at the time designated by Califia as set forth below. The Grant Deed can only be recorded after the City has accepted and approved the site in writing. The closing date for the Transaction is intended to occur by October 31, 2022, at the time designated in writing by Califia, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Grant Deed has not been recorded by December 31, 2022, ORTC will return the Grant Deed to the City.

**B. Documents to be Delivered and Recordation Documents**

In connection with the Transaction, you have in your possession or will receive the following documents from City and Califia for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B.1. One original Grant Deed for the water tank and pump station site, executed and acknowledged by Califia and accepted by the City (provided to title by City).

B.2. One original Common Use Agreement with Island Reclamation District No. 2062 for portion of levee easements in River Islands Employment Center, including Offer of Dedication for Storm Drain Purposes (provided to title by City).

B.3. One original Offer of Dedication for Storm Drain Purposes (provided to title by City).

The documents listed in Items B.1, B.2 and B.3 above are referred to as the "**Recordation Documents**." The Recordation Documents shall be recorded in the order referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF GRANT DEED  
(RIVER ISLANDS AT LATHROP)**

**C. Closing Requirements**

When the following has occurred, you are authorized to close the Escrow at the time(s) and in accordance with the process set forth below:

C.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso ([sdelloso@riverslands.com](mailto:sdelloso@riverslands.com)); (b) Debbie Belmar ([dbelmar@riverislands.com](mailto:dbelmar@riverislands.com)); (c) Brad Taylor ([btaylor@ci.lathrop.ca.us](mailto:btaylor@ci.lathrop.ca.us)); (d) Salvador Navarrete ([snavarrete@ci.lathrop.ca.us](mailto:snavarrete@ci.lathrop.ca.us)); (e) Sandra Lewis ([slewis@ci.lathrop.ca.us](mailto:slewis@ci.lathrop.ca.us)), and have confirmation (by telephone or email) from Susan Dell'Osso and Brad Taylor that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.4. You are prepared to record the Recordation Documents, as designated, and complete the Transaction in compliance with these Escrow Instructions;

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Brad Taylor at the email addresses set forth above; and

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Brad Taylor to record the Recordation Documents and complete the Transaction.

D.7. You have confirmed that the following documents have been recorded in the Official Records, prior to recording the Recordation Documents: Common Use Agreement with Island Reclamation District No. 2062 for portion of levee easements in River Islands Employment Center and Offer of Dedication for Storm Drain Purposes.

**D. Closing Process and Priorities**

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

E.1. Date the Recordation Documents to be recorded;

E.2. Record the Recordation Documents in the Official Records;

E.3. Pay the costs associated with the Transaction;

**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF GRANT DEED  
(RIVER ISLANDS AT LATHROP)**

E.4. Refund any funds delivered to you by Califia that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

Califia, LLC  
73 W. Stewart Road  
Lathrop, CA 95330  
Attn: Susan Dell’Osso

E.5. Notify Susan Dell’Osso ([sdelloso@riverslands.com](mailto:sdelloso@riverslands.com)), Debbie Belmar ([dbelmar@riverislands.com](mailto:dbelmar@riverislands.com)), Brad Taylor ([btaylor@ci.lathrop.ca.us](mailto:btaylor@ci.lathrop.ca.us)), Sandra Lewis ([slewis@ci.lathrop.ca.us](mailto:slewis@ci.lathrop.ca.us)), Teresa Vargas ([tvargas@ci.lathrop.ca.us](mailto:tvargas@ci.lathrop.ca.us)), Sarah Pimentel ([spimentel@ci.lathrop.ca.us](mailto:spimentel@ci.lathrop.ca.us)), and Jose Molina ([JMolina@sjgov.org](mailto:JMolina@sjgov.org)) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell’Osso, Califia, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Brad Taylor, City Engineer, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

- (A) a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and
- (B) a certified copy of the final Settlement Statement.

**E. Additional Instructions**

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts.

Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions, by executing and dating a copy of these Escrow Instructions where indicated below, initialing all pages and returning it to both of the undersigned.

The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Very truly yours,

\_\_\_\_\_  
Stephen J. Salvatore                      Date  
City Manager  
City of Lathrop

\_\_\_\_\_  
Susan Dell’Osso                              Date  
President  
Califia, LLC



**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF GRANT DEED  
(RIVER ISLANDS AT LATHROP)**

ESCROW INSTRUCTIONS  
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from Califia and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of ORTC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to Califia and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**RECORDING REQUESTED BY, AND  
WHEN RECORDED MAIL TO AND  
MAIL TAX STATEMENT TO:**

CITY OF LATHROP  
ATTN: CITY CLERK  
390 TOWNE CENTRE DRIVE  
LATHROP, CA 95330  
*Exempt from payment of recording fees (GC 27383)*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED  
(WATER TANK & PUMP STATION SITE)**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CALIFIA, LLC, a California limited liability company ("*Grantor*"), hereby grants to the CITY OF LATHROP, a California municipal corporation ("*Grantee*"), that certain real property located in the City of Lathrop, County of San Joaquin, State of California, along with all improvements thereon, as described in the legal description and plat attached hereto as EXHIBIT A ("*Land*") incorporated herein by this reference.

Grantor intends to convey the Land in fee, subject to the limitations noted below.

Grantor intends to convey with the Land any and all riparian rights or other water interests to which the Land is entitled therein appurtenant or relating to the Property, whether such water rights shall be riparian, overlying, littoral, percolating, prescriptive, adjudicated, statutory or contractual ("*Water Rights*").

While Grantor intends to transfer the Water Rights with the Land, it does not intend by this grant to sever the riparian rights of the surrounding properties. With this conveyance Grantor intends to retain to any and all land surrounding the Property all riparian rights to which those lands are entitled.

Notwithstanding the above grant, Grantor intends to except and reserve unto Grantor, its successors and assigns, together with the right to grant and transfer all or a portion of the same:

- A. All rights that the Land may have in and to that Water Right License 2637 (Application 5155/Permit 2720) granted by the State Water Resources Control Board and held by Island Reclamation District No. 2062.
- B. The right and power to utilize, convey, remove, treat, and store the Water Rights from the Land, to divert or otherwise utilize such water, rights or interests on the Land or other property, but without, however any right to enter upon the surface of the Land in the exercise of such rights.

C. All oil, oil rights, minerals, mineral rights, natural gas rights and other hydrocarbons by whatsoever name known, geothermal steam and all products derived from any of the foregoing, that may be within or under the Land, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said Land or any other land including the right to whipstock or directionally drill and mine from lands other than the Land, oil or gas wells, tunnels and shafts into, through or across the subsurface of the Land, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore or operate through the surface or the upper five hundred feet (500') of the subsurface of the Land.

**SUBJECT TO:**

1. General and special real property taxes and assessments and supplemental assessments, if any, for the current fiscal year.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of August 25, 2022.

**GRANTOR:**

**CALIFIA, LLC,**  
a California limited liability company

By: \_\_\_\_\_  
Susan Dell'Osso, President

**[ATTACH NOTARY ACKNOWLEDGMENT]**

**EXHIBIT A**  
**Legal Description of Land**  
**(Attached)**

**LEGAL DESCRIPTION  
WATER TANK SITE  
RIVER ISLANDS  
LATHROP, CALIFORNIA**

CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1, AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED "TRACT 3876, RIVER ISLANDS, PHASE 1B, LARGE LOT FINAL MAP", FILED MARCH 31, 2016, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 56, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF J7 COURT (NOW KNOWN AS CIRRUS COURT), AS SAID COURT IS DESCRIBED IN DOCUMENT NO. 2020-076610, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN THE GRANT DEED TO THE CITY OF LATHROP BY DOCUMENT NO. 2020-076609, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG THE BOUNDARY OF SAID PARCEL, THE FOLLOWING THREE (3) COURSES:

- 1) EAST 81.72 FEET,
- 2) NORTH 40.00 FEET AND
- 3) WEST 90.00 FEET TO THE EAST LINE OF SAID COURT;

THENCE ALONG SAID EAST LINE, NORTH 14.50 FEET;

THENCE LEAVING SAID EAST LINE, EAST 634.85 FEET;

THENCE, SOUTH 30°00'00" EAST 195.42 FEET;

THENCE, SOUTH 71°53'26" WEST 474.68 FEET;

THENCE, NORTH 18°06'34" WEST 159.04 FEET;

THENCE, WEST 147.54 FEET;

THENCE, NORTH 18°08'02" WEST 38.51 FEET;

THENCE, NORTH 53°02'44" WEST 64.37 FEET TO THE EAST LINE OF SAID COURT;

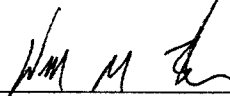
THENCE ALONG SAID EAST LINE, NORTHERLY ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 56.00 FEET, FROM WHICH POINT THE CENTER OF SAID CURVE BEARS NORTH 89°42'17" WEST, THROUGH A CENTRAL ANGLE OF 39°40'44" AND AN ARC DISTANCE OF 38.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.279 ACRES, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

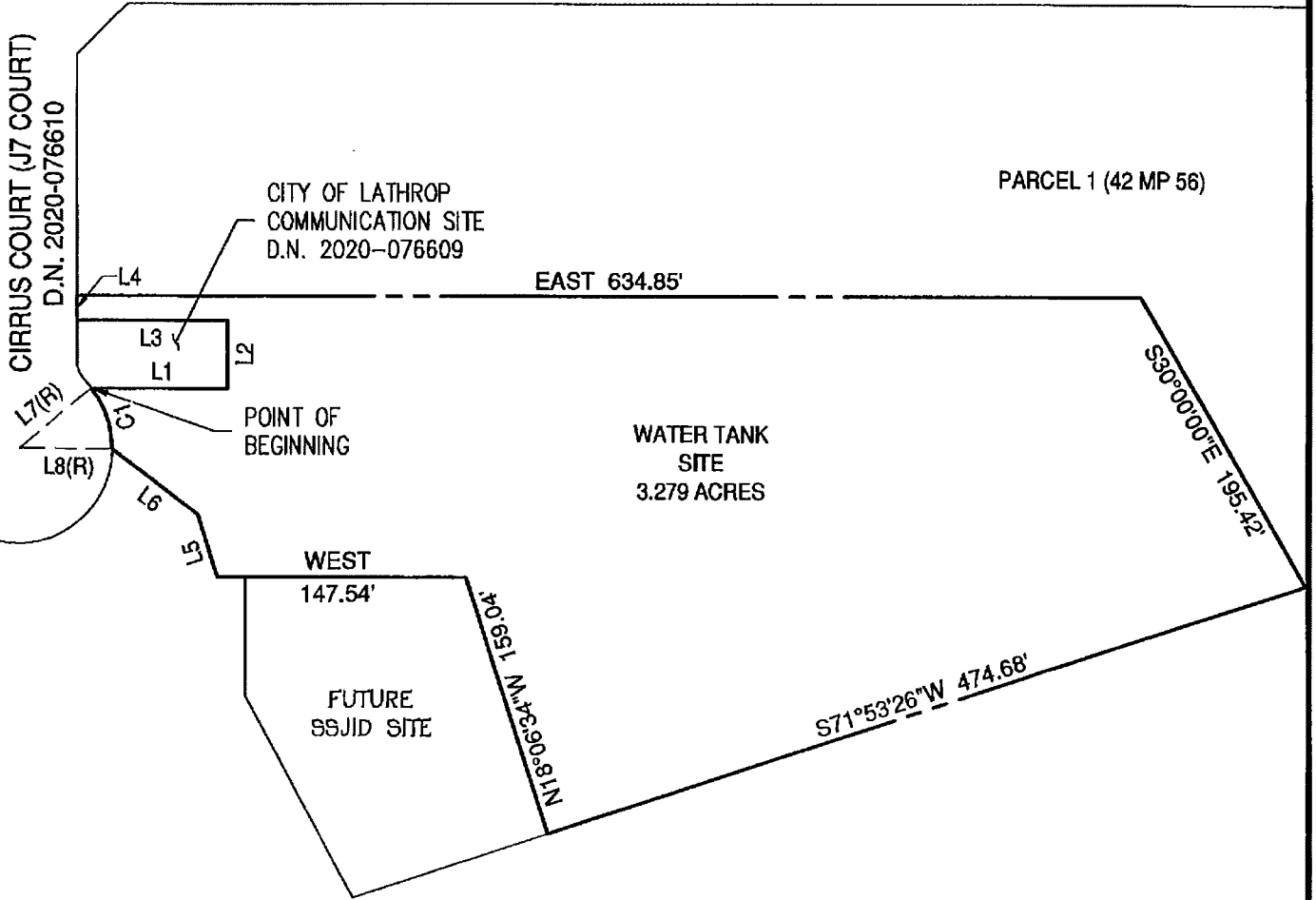
  
\_\_\_\_\_  
WILLIAM M. KOCH  
PROFESSIONAL LAND SURVEYOR  
CALIFORNIA NO. 8092



DATE 7/26/2022

GOLDEN VALLEY PARKWAY (D.N. 2019-070952)

PARCEL 1 (42 MP 56)



CITY OF LATHROP  
COMMUNICATION SITE  
D.N. 2020-076609

WATER TANK  
SITE  
3.279 ACRES

POINT OF  
BEGINNING

WEST  
147.54'

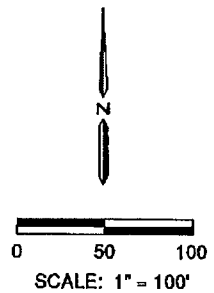
FUTURE  
SSJID SITE

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE #     | DIRECTION   | LENGTH |
| L1         | EAST        | 81.72' |
| L2         | NORTH       | 40.00' |
| L3         | WEST        | 90.00' |
| L4         | NORTH       | 14.50' |
| L5         | N18°08'02"W | 38.51' |
| L6         | N53°02'44"W | 64.37' |
| L7         | S50°36'58"W | 56.00' |
| L8         | S89°42'17"E | 56.00' |

| CURVE TABLE |        |           |        |
|-------------|--------|-----------|--------|
| CURVE #     | RADIUS | DELTA     | LENGTH |
| C1          | 56.00' | 39°40'44" | 38.78' |

**LEGEND**

- D.N. DOCUMENT NUMBER
- MP MAPS AND PLATS (BK-PG)
- POB POINT OF BEGINNING
- (R) RADIAL BEARING



**PLAT**

|                      |                                |       |              |
|----------------------|--------------------------------|-------|--------------|
| RIVER ISLANDS        |                                |       |              |
| CITY WATER TANK SITE |                                |       |              |
| SCALE:               | 1"=100'                        | DATE: | 2022-07-08   |
| JOB NO.:             | 25503                          |       |              |
| FILE:                | 25503-PLAT-WATER TANK SITE.DWG |       |              |
|                      |                                |       | 1<br>OF<br>1 |



I:\25503-RIVER ISLANDS\PHASE 22 - FINAL WATER TANK SITE\ACAD\LEGAL DESCRIPTION\25503-PLAT-WATER TANK SITE.DWG

**RECORDING REQUESTED BY, AND  
WHEN RECORDED MAIL TO:**

CITY OF LATHROP  
ATTN: CITY CLERK  
390 TOWNE CENTRE DRIVE  
LATHROP, CA 95330  
*Exempt from payment of recording fees (GC 27383)*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**COMMON USE AGREEMENT  
FOR A PORTION OF LEVEE EASEMENTS IN  
RIVER ISLANDS EMPLOYMENT CENTER  
BY AND BETWEEN THE  
CITY OF LATHROP  
AND  
ISLAND RECLAMATION DISTRICT NO. 2062**

This **COMMON USE AGREEMENT FOR A PORTION OF LEVEE EASEMENTS IN RIVER ISLANDS EMPLOYMENT CENTER**, associated with Phase 1 of River Islands at Lathrop entered into on this \_\_\_\_th day of **September, 2022** ("Agreement") and is made and entered into by **ISLAND RECLAMATION DISTRICT NO. 2062**, a reclamation district organized under the laws of the State of California (the "District"), and the **CITY OF LATHROP**, a municipal corporation in the State of California (the "City"), together, "the Parties".

**RECITALS**

- A. This Agreement relates to certain real property to be dedicated by Califia, LLC, to City for public utility purposes, including water tanks, pump stations and appurtenances, along with a storm drainage line that will need an easement to transverse off-site.
- B. The Agreement also sets forth the process and includes a grant of Easements Deed (included herein as Exhibit "B" to this Agreement) that will be dedicated by Califia, LLC, for a storm drainage line that will extend into the levee easement of the District.
- C. On April 19, 2016, the District recorded easements across properties owned by Califia, LLC and River Islands Development, LLC for the right to control and maintain the levees constructed by District for flood protection purposes to protect development of Stage 1 sub-planning area of the River Islands Site ("Levee Easements").
- D. As part of the River Islands project, Califia, LLC is dedicating water tanks, pump stations and appurtenances within the River Islands Employment Center that includes a storm drainage pipeline that will transverse the portion of the existing Levee Easements as depicted in Exhibit "A" to this Agreement.
- E. Since the Levee Easements have been recorded to provide appropriate legal access and authority to District for its flood protection works ("District Works") in accordance with the State



Water Code and applicable FEMA regulations, and these levees are designed to provide 200-year Urban Level of Flood Protection (ULOP) in accordance with approved State Department of Water Resources Standards, prior to the approval of the City's water tanks and pump stations, the Parties acknowledge and agree that it is necessary for the Parties to enter into an agreement to outline the duties and responsibilities of each Party, for the betterment of the public and to avoid conflicts in each Party's individual obligations under applicable law to the portion of the storm drainage easement within portions of the Levee Easements ("Common Use Area").

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the Parties do hereby agree as follows:

1. City hereby agrees to the construction, reconstruction, maintenance or use by District of the District Works located within the Common Use Area which is more particularly described on Exhibit "A" to this Agreement, incorporated herein by this reference.
2. District hereby agrees to the construction, reconstruction, maintenance or use by City of the storm drainage line within the Common Use Area which is more particularly described on Exhibit "A" to this Agreement, incorporated herein by this reference.
3. District and City acknowledge the priority of title of each other wherever applicable to the Common Use Area.
4. District has reviewed the improvement plans for the storm drainage line prepared by O'Dell Engineering and has no objections to the design and proposed construction of the facilities located within the Common Use Area.
5. In the event that the future use of the storm drainage easement shall at any time necessitate rearrangement, relocation or reconstruction of any of the District's works within the Common Use Area, City shall notify District in writing of such necessity pursuant to applicable sections of the Water Code and City agrees to pay the cost of such rearrangement, relocation or reconstruction of District Works following approval of all plans and specifications of said rearrangement, relocation, or reconstruction by the District, which approval shall not be unreasonably withheld.
6. In the event that the future use of the District Works shall at any time necessitate rearrangement, relocation or reconstruction of any of the Village MM Portion of Walsh Court within the Common Use Area, District shall notify City in writing of such necessity and District agrees to pay the cost of such rearrangement, relocation or reconstruction of the storm drainage line following approval of all plans and specifications of said rearrangement, relocation, or reconstruction by the City, which approval shall not be unreasonably withheld.
7. City shall pay the cost to maintain, repair or replace City's facilities located in the Common Use Area at its sole expense, and for construction, rearrangement, modification, alteration or relocation not requested or undertaken by District, except for damage resulting from maintenance, repair or replacement by District.
8. District or its assignees shall pay the cost to maintain, repair and replace District's facilities located in the Common Use Area at its sole expense, and for construction, rearrangement, modification,

alteration or relocation not requested or undertaken by City, excepting damage resulting from maintenance, repair or replacement by City.

9. District, when working within the Common Use Area shall comply with the following provisions:

(a) Except in times of emergency, including during a high water or flooding event, District shall provide reasonable notice to City before performing any work in the Common Use Area where such work will be performed in or on the traveled way or improved shoulders, sidewalk or landscaping of the roadway or will otherwise obstruct vehicular and/or pedestrian traffic.

(b) In all cases, District shall make adequate provisions for the protection of the travelling public and provide such barricades and safety devices as are required by City standards, and in cases of non-emergency, provide a Traffic Control Plan as required by City standards and specifications.

(c) All work shall be planned and carried out so there will be minimum inconvenience to the traveling public.

(d) All work shall be replacement in kind, conform to the existing facilities as to width and depth of surfacing thereof, meet all applicable City standards and specifications as determined by the City Engineer and shall be subject to inspection by City.

10. District and City shall use said Common Use Area in such manner as to not unreasonably interfere with the rights of either Party.

11. District shall not be responsible for any damage occurring to the City facilities in the Common Use Area that are not as a direct result of the District's maintenance, construction or reconstruction activities, or from its flood control facilities located on or near the Common Use Area. All costs for repairing such damage to City's facilities shall be borne by City.

12. City shall not be responsible for any damage occurring to District facilities in the Common Use Area that are not as a direct result of the City's maintenance, construction or reconstruction activities of its right of way or improvements on or near the Common Use Area. All costs for repairing such damage to District's facilities shall be borne by District.

13. District shall be responsible for the vegetation and weed control activities of its levee slopes and adjacent areas that may transverse the Common Use Area. City shall be responsible for any landscaping and irrigation improvements within its right of way, including within the Common Use Area. The City or its assignees shall become responsibility for weed control within portions of the Common Use Area that are landscaped by the City.

14. To the extent that the City's rights to its storm drainage easement under the applicable laws of the State of California do not hinder or conflict with the rights of the District under applicable laws of the State of California, such rights of the District shall remain and be in full force and effect. Should any conflict with the rights of the City by rights of the District be identified, the District hereby subrogates its rights to the City, subject to review and approval of the District's legal counsel.

15. This Agreement shall not have a prescribed term. Termination of Agreement shall only occur if the Common Use Area ceases to be in existence and the need for this Agreement and its rights and

obligations contained herein cease to be necessary. Either Party may provide written notice of such termination, subject to review and verification of the other Party.

16. Notices. Any and all notices required to be given hereunder will be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed to either of the parties at the address hereinafter specified or as later amended by either party in writing:

City of Lathrop  
Attention: City Engineer  
390 Towne Centre  
Lathrop, CA 95330

Reclamation District No. 2062  
73 West Stewart Road  
Lathrop, CA 95330  
Attention: President

17. This Agreement, and all terms, covenants, and conditions hereof, will apply to and bind the successors and assigns of the respective parties hereto. Neither Party will assign nor sublet this Agreement without the prior written consent of the other Party.

18. This Agreement is governed by California law.

19. This Agreement may not be modified or amended except in writing signed by both parties.

20. Each party must, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and employees to comply with all Federal, State and local laws, statutes, orders, ordinances, rules, and regulations.

21. It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, fee or other interest in a party's real property to the other Party.

22. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes all prior written or oral understandings.

IN WITNESS WHEREOF, the City and District have signed this Agreement effective as of the Effective Date.

**CITY OF LATHROP**  
A California municipal corporation

**ISLAND RECLAMATION DISTRICT  
NO. 2062, a California reclamation  
district**

By: \_\_\_\_\_  
Stephen Salvatore, City Manager

By: \_\_\_\_\_  
Susan Dell'Osso, President

**ATTEST:**

By: \_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY:**

By: \_\_\_\_\_  
Salvador V. Navarrete, City Attorney

**EXHIBIT "A"**  
**COMMON USE AREA DEPICTION**

GOLDEN VALLEY PARKWAY (D.N. 2019-070952)

PARCEL 1 (42 MP 56)

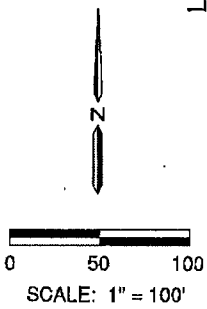
CIRRUS COURT (J7 COURT)  
D.N. 2020-076610

CITY OF LATHROP  
COMMUNICATION SITE  
D.N. 2020-076609

FUTURE  
WATER TANK  
SITE

FUTURE  
SSJID SITE

STORM DRAIN EASEMENT  
11,190 S.F.



T:\25503-RIVER ISLANDS\PHASE 22 - FINAL WATER TANK SITE\ACAD\LEGAL DESCRIPTION\25503-PLAT-SD EASEMENT.DWG

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| L4         | S18°06'34"E | 12.00'  |
| L5         | N28°21'29"W | 148.74' |
| L6         | NORTH       | 82.96'  |
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| L11        | N53°02'44"W | 64.37' |
| L12        | EAST        | 81.72' |
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| LINE TABLE |           |        |
|------------|-----------|--------|
| LINE #     | DIRECTION | LENGTH |
| L15        | NORTH     | 14.50' |

| CURVE TABLE |        |           |        |
|-------------|--------|-----------|--------|
| CURVE #     | RADIUS | DELTA     | LENGTH |
| C1          | 56.00' | 39°40'44" | 38.78' |
| C2          | 56.00' | 20°10'37" | 19.72' |

PLAT

LEGEND

D.N. DOCUMENT NUMBER  
MP MAPS AND PLATS (BK-PG)  
POB POINT OF BEGINNING  
(R) RADIAL BEARING



RIVER ISLANDS

10' STORM DRAIN EASEMENT

|          |                            |       |            |
|----------|----------------------------|-------|------------|
| SCALE:   | 1"=100'                    | DATE: | 2022-07-25 |
| JOB NO.: | 25503                      |       |            |
| FILE:    | 25503-PLAT-SD EASEMENT.DWG |       |            |

1  
OF  
1

**EXHIBIT "B"**  
**OFFER OF DEDICATION FOR STORM DRAINAGE EASEMENT**

*Recording Requested by and  
Please Return to:*

City Clerk  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, California 95330

*This Instrument Benefits City Only  
No Fee Required*

This Space Above for Recorder's Use Only

**IRREVOCABLE OFFER OF DEDICATION OF EASEMENT  
FOR STORM DRAIN PURPOSES  
(RIVER ISLANDS EMPLOYMENT CENTER)**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CALIFIA, LLC, a California limited liability company, hereby grant(s) to the CITY OF LATHROP, a municipal corporation in the County of San Joaquin, State of California, an easement for ingress and egress for storm drain pipeline maintenance, repair, replacement and other public purposes, over and across the hereinafter described real property situated in City of Lathrop and more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City Engineer of the City of Lathrop. This Offer of Dedication may be terminated and right to accept such offer abandoned in the same manner as is prescribed for the vacation of streets or highways by Part 3 of Division 9 or Chapter 2 of Division 2 of the Streets and Highways Code of the State of California, whichever is applicable.

The above described easement is to be kept open, clear and free from buildings and structures of any kind. This Offer of Dedication shall be irrevocable and shall be binding on the Grantor's heirs, executors, administrators, successors and assigns.

**SIGNATURES:**

Signed this 25<sup>th</sup> day of August, 2022.

CALIFIA, LLC  
a California limited liability company

By: \_\_\_\_\_  
Susan Dell'Osso, President

**(Notary Acknowledgment Required for Each Signatory)**



EXHIBIT A  
LEGAL DESCRIPTION  
STORM DRAIN EASEMENT  
(RIVER ISLANDS EMPLOYMENT CENTER)

(See Attached)

**LEGAL DESCRIPTION  
12' STORM DRAIN EASEMENT  
RIVER ISLANDS  
LATHROP, CALIFORNIA**

CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1, AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED "TRACT 3876, RIVER ISLANDS, PHASE 1B, LARGE LOT FINAL MAP", FILED MARCH 31, 2016, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 56, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF J7 COURT (NOW KNOWN AS CIRRUS COURT), AS SAID COURT IS DESCRIBED IN DOCUMENT NO. 2020-076610, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, SAID POINT ALSO BEING SOUTH 40°39'58" EAST 56.00 FEET FROM THE CENTER OF THE CUL-DE-SAC OF SAID J7 COURT;

THENCE LEAVING SAID EAST LINE, SOUTH 82°52'07" EAST 99.86 FEET;

THENCE, SOUTH 90.52 FEET;

THENCE, SOUTH 28°21'29" EAST 135.69 FEET;

THENCE, NORTH 71°53'26" EAST 597.10 FEET;

THENCE, SOUTH 18°06'34" EAST 12.00 FEET;

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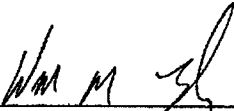
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CONTAINING 11,190 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

  
\_\_\_\_\_  
WILLIAM M. KOCH  
PROFESSIONAL LAND SURVEYOR  
CALIFORNIA NO. 8092



8/9/2022  
DATE

GOLDEN VALLEY PARKWAY (D.N. 2019-070952)

PARCEL 1 (42 MP 56)

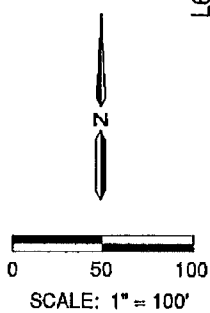
CIRRUS COURT (J7 COURT)  
D.N. 2020-076610

CITY OF LATHROP  
COMMUNICATION SITE  
D.N. 2020-076609

FUTURE  
WATER TANK  
SITE

FUTURE  
SSJID SITE

STORM DRAIN EASEMENT  
11,190 S.F.



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PLAT

**LEGEND**

D.N. DOCUMENT NUMBER  
MP MAPS AND PLATS (BK-PG)  
POB POINT OF BEGINNING  
(R) RADIAL BEARING



RIVER ISLANDS

10' STORM DRAIN EASEMENT

SCALE: 1"=100' DATE: 2022-07-25

JOB NO.: 25503

FILE: 25503-PLAT-SO EASEMENT.DWG

1  
OF  
1

I:\25503-RIVER ISLANDS\PHASE 22 - FINAL WATER TANK SITE\ACAD\LEGAL DESCRIPTION\25503-PLAT-SO EASEMENT.DWG

*Recording Requested by and  
Please Return to:*

City Clerk  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, California 95330

*This Instrument Benefits City Only  
No Fee Required*

This Space Above for Recorder's Use Only

**IRREVOCABLE OFFER OF DEDICATION OF EASEMENT  
FOR STORM DRAIN PURPOSES  
(RIVER ISLANDS EMPLOYMENT CENTER)**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CALIFIA, LLC, a California limited liability company, hereby grant(s) to the CITY OF LATHROP, a municipal corporation in the County of San Joaquin, State of California, an easement for ingress and egress for storm drain pipeline maintenance, repair, replacement and other public purposes, over and across the hereinafter described real property situated in City of Lathrop and more particularly described as follows:

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This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City Engineer of the City of Lathrop. This Offer of Dedication may be terminated and right to accept such offer abandoned in the same manner as is prescribed for the vacation of streets or highways by Part 3 of Division 9 or Chapter 2 of Division 2 of the Streets and Highways Code of the State of California, whichever is applicable.

The above described easement is to be kept open, clear and free from buildings and structures of any kind. This Offer of Dedication shall be irrevocable and shall be binding on the Grantor's heirs, executors, administrators, successors and assigns.

**SIGNATURES:**

Signed this 25<sup>th</sup> day of August, 2022.

CALIFIA, LLC  
a California limited liability company

By: \_\_\_\_\_  
Susan Dell'Osso, President

**(Notary Acknowledgment Required for Each Signatory)**

EXHIBIT A  
LEGAL DESCRIPTION  
STORM DRAIN EASEMENT  
(RIVER ISLANDS EMPLOYMENT CENTER)

(See Attached)

**LEGAL DESCRIPTION  
12' STORM DRAIN EASEMENT  
RIVER ISLANDS  
LATHROP, CALIFORNIA**

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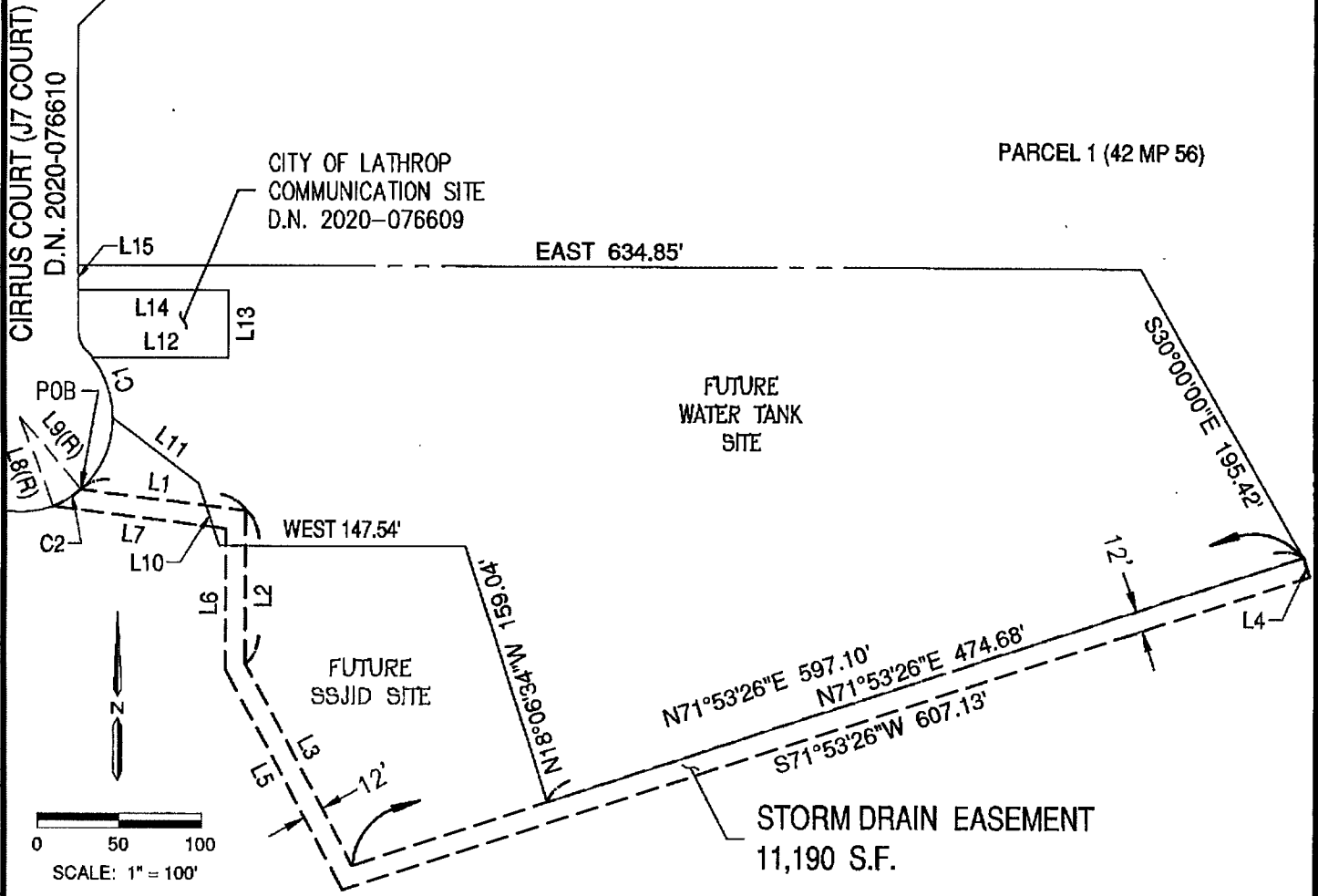
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GOLDEN VALLEY PARKWAY (D.N. 2019-070952)

PARCEL 1 (42 MP 56)



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PLAT

LEGEND

- D.N. DOCUMENT NUMBER
- MP MAPS AND PLATS (BK-PG)
- POB POINT OF BEGINNING
- (R) RADIAL BEARING



RIVER ISLANDS

10' STORM DRAIN EASEMENT

SCALE: 1"=100' DATE: 2022-07-25

JOB NO.: 25503

FILE: 25503-PLAT-SD EASEMENT.DWG

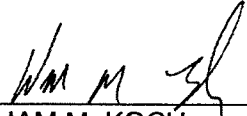
1 OF 1

I:\25503-RIVER ISLANDS\PHASE 22 - FINAL WATER TANK SITE\ACAD\LEGAL DESCRIPTION\25503-PLAT-SD EASEMENT.DWG

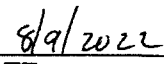


END OF DESCRIPTION

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.



\_\_\_\_\_  
WILLIAM M. KOCH  
PROFESSIONAL LAND SURVEYOR  
CALIFORNIA NO. 8092



\_\_\_\_\_  
DATE

This is to certify that the interest in real property offered herein to the City of Lathrop is hereby acknowledged by the undersigned, City Clerk, on behalf of the City of Lathrop City Council to authority conferred by the Lathrop Municipal Code and the grantee(s) consent(s) to the recordation thereof by its duly authorized officer

TERESA VARGAS, CITY CLERK

By: \_\_\_\_\_

Date: \_\_\_\_\_

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## ITEM 5.1

### **CITY MANAGER'S REPORT SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**

**ITEM:** **RECEIVE UPDATE ON CIP GG 22-35 CAMERA SURVEILLANCE SYSTEMS FOR MAJOR CITY PARKS AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH IXII GROUP, INC. TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35**

**RECOMMENDATION:** **Council to Receive Update on CIP GG 22-35 Camera Surveillance Systems for Major City Parks and Adopt Resolution Approving Professional Services Agreement with IXII Group, Inc. to Provide Consulting Services Related to Technology Platforms and Equipment Associated with Gathering Video Data at Various Locations within the City, CIP GG 22-35**

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#### **SUMMARY:**

City Council approved Capital Improvement Project GG 22-35 Camera Surveillance Systems for Major City Parks and approved the Lathrop Police Department (LPD) Policy, Public Safety Video Surveillance System in regards to operations and maintenance of the City's camera system. At the December 13, 2021 Council Meeting, staff provided Council with the proposed camera locations and requested Council's input and direction. Council directed staff to finalize park camera locations and costs for the camera equipment and to bring back to Council for approval.

On August 19, 2022, staff met with IXII Group, Inc. to discuss the City's desired goals. During that meeting, the group conducted site visits at three City parks identified by City management as being appropriate for the first phase of a citywide park camera security initiative.

The three parks visited were:

- Apolinar Sangalang Park - 13470 Slate Street
- Manuel Valverde Park - 15557 5th Street
- Woodfield Park - 801 Lathrop Road

IXII Group, Inc. has prepared a task report for Council to consider. IXII Group, Inc. will provide research and recommendations to the City for adding additional camera surveillance systems and equipment in and around major City parks, associated infrastructure equipment as needed, and real-time monitoring logistics considerations.

**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING  
RECEIVE UPDATE ON CIP GG 22-35 CAMERA SURVEILLANCE SYSTEMS FOR  
MAJOR CITY PARKS AND APPROVAL OF PROFESSIONAL SERVICES  
AGREEMENT WITH IXII GROUP, INC. TO PROVIDE CONSULTING SERVICES  
RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH  
GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP  
GG 22-35**

Staff recommends Council approve the agreement with a not-to-exceed amount of \$10,000 with IXII Group, Inc. to provide consulting services related to technology platforms and equipment associated with gathering video data at various locations within the City, CIP GG 22-35.

**BACKGROUND:**

On September 13, 2021, the City Council approved the creation of Capital Improvement Project (CIP) GG 22-35 for Camera Surveillance Systems for Major City Parks, and directed staff to propose camera placements in the approved parks.

On December 13, 2021 the City Council adopted the Lathrop Police Department Policy, Public Safety Video Surveillance System regarding the retention and use of data obtained by the system. Staff provided Council with the proposed camera locations and requested Council's input and direction. Council directed staff to finalize park camera locations and costs for the camera equipment and to bring back to Council for approval.

On August 19th, 2022, IXII Group, Inc. met with several City leaders and employees to discuss this task and obtained City philosophy and desired goals. During that meeting, the group conducted site visits at three City parks identified by City management as being appropriate for the first phase of a citywide park camera security initiative.

The three parks visited were:

- Apolinar Sangalang Park – 13470 Slate Street
- Manuel Valverde Park – 15557 5th Street
- Woodfield Park – 801 Lathrop Road

The City desires to assess the feasibility of installing live-view and recorded video assets into City parks for the purpose of increasing public safety and to preserve all parks as desirable public recreational destinations. Additional focus will be centered around the concept of real-time monitoring of new and existing camera assets within the City. Ultimately the research and recommendations are reflective of what is believed to be optimal placement of specific camera equipment to accomplish the desired goal of the City, along with the beginning of incorporating real-time monitoring.

Staff is recommending Council approve professional services agreement with a not-to exceed amount of \$10,000 with IXII Group, Inc. to provide consulting services related to technology platforms and equipment associated with gathering video data at various locations within the City, CIP GG 22-35.

**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**

**RECEIVE UPDATE ON CIP GG 22-35 CAMERA SURVEILLANCE SYSTEMS FOR MAJOR CITY PARKS AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH IXII GROUP, INC. TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35**

**REASON FOR RECOMMENDATION:**

IXII Group, Inc. will provide research and recommendations to the City for adding additional camera surveillance systems and equipment in and around major City parks, associated infrastructure equipment as needed, and real-time monitoring logistics considerations. The cost for the agreement is not-to-exceed \$10,000 and there is sufficient funds in CIP GG 22-35 to cover the cost.

**FISCAL IMPACT:**


There is sufficient funds in CIP GG 22-35 to cover the not-to-exceed cost of \$10,000 of the agreement.

**ATTACHMENTS:**


- A. Resolution Approving Professional Services Agreement with IXII Group, Inc. Provide Consulting Services Related to Technology Platforms and Equipment Associated with Gathering Video Data at Various Locations Within the City, CIP GG 22-35
- B. Professional Services Agreement with IXII Group, Inc. to Provide Consulting Services Related to Technology Platforms and Equipment Associated with Gathering Video Data at Various Locations Within the City, CIP GG 22-35
- C. IXII Group, Inc. Task Report

**CITY MANAGER'S REPORT** **PAGE 4**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**RECEIVE UPDATE ON CIP GG 22-35 CAMERA SURVEILLANCE SYSTEMS FOR**  
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**AGREEMENT WITH IXII GROUP, INC. TO PROVIDE CONSULTING SERVICES**  
**RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH**  
**GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP**  
**GG 22-35**


**APPROVALS:**

  
\_\_\_\_\_  
Tony Fernandes  
Chief Information Officer

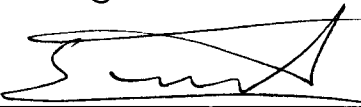
9-6-2022  
Date

  
\_\_\_\_\_  
Raymond Bechler  
Chief of Police

9/6/22  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

9/6/2022  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

9-6-2022  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.6.22  
Date

**RESOLUTION NO. 22 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING PROFESSIONAL SERVICES AGREEMENT WITH IXII GROUP, INC. TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35**

**WHEREAS**, on September 13, 2021, the City Council approved the creation of Capital Improvement Project (CIP) GG 22-35 for Camera Surveillance Systems for Major City Parks, and directed staff to propose camera placements in the approved parks.; and

**WHEREAS**, on December 13, 2021 the City Council adopted the Lathrop Police Department Policy, Public Safety Video Surveillance System regarding the retention and use of data obtained by the system; and

**WHEREAS**, Council directed staff to finalize park camera locations and costs for the camera equipment and to bring back to Council for approval; and

**WHEREAS**, on August 19th, 2022, IXII Group, Inc. met with several City leaders and staff to discuss this task and obtained City philosophy and desired goals; and

**WHEREAS**, the group conducted site visits at three City parks identified by City management as being appropriate for the first phase of a citywide park camera security initiative; and

**WHEREAS**, the City desires to assess the feasibility of installing live-view and recorded video assets into City parks for the purpose of increasing public safety and to preserve all parks as desirable public recreational destinations; and

**WHEREAS**, IXII Group, Inc. will provide research and recommendations to the City for adding additional camera surveillance systems and equipment in and around major City parks, associated infrastructure equipment as needed, and real-time monitoring logistics considerations; and

**WHEREAS**, there is sufficient funds in CIP GG 22-35 to cover the not-to-exceed cost of \$10,000 for the agreement with IXII Group, Inc.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the agreement with with IXII Group, Inc. to provide consulting services related to technology platforms and equipment associated with gathering video data at various locations within the City, CIP GG 22-35.



The foregoing resolution was passed and adopted this 12<sup>th</sup> day of September 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

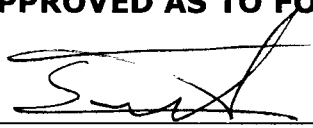
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

# Attachment B

## CITY OF LATHROP

### AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH IXII GROUP, INC.

#### TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35

**THIS AGREEMENT**, dated for convenience this \_\_\_\_\_ day of **September** is by and between **IXII Group, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

#### RECITALS:

**WHEREAS**, CONSULTANT is specially trained, experienced, and competent to perform Professional 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 provide consulting services related to technology platforms and equipment associated with gathering video data at various locations within the City 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 **\$10,000.00** for the Professional 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 amendment 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.

CITY OF LATHROP – TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35

**(3) Effective Date and Term**

The effective date of this Agreement is **September \_\_\_\_**, 2022 and it shall terminate no later than **December 31, 2022**.

**(4) Independent Contractor Status**

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

**(5) Billings**

CONSULTANT 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 – TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35

**(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: **Jamie Hudson, Chief Executive Officer**. 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 – TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35

- (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 and Insurance Services Office Automobile Liability form CA 0001 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, and volunteers are to be covered as additional insured with coverage from ISO form CG 20 10 or its equivalent. 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.
- (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:

CITY OF LATHROP – TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35

- (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 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.

CITY OF LATHROP – TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35

- (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 – TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35

**(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  
Lathrop Police Department  
940 River Islands Parkway  
Lathrop, CA 95330  
MAIN: (209) 647-6416



CITY OF LATHROP – TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35

To Consultant: IXII Group, Inc.  
910 Pleasant Grove Blvd. Suite 120-349  
Roseville, CA 95678  
Phone: 1-855-494-4911

**(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.
- (k) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise

CITY OF LATHROP – TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35

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 – TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35

Approved as to Form:

City of Lathrop  
City Attorney

  
\_\_\_\_\_  
Salvador Navarrete 9.6.2022  
Date

Recommended By:

Lathrop Police Department  
Police Chief

\_\_\_\_\_  
Raymond Bechler Date

Recommended By:

Information Systems Department  
Information Systems Director - CIO

\_\_\_\_\_  
Tony Fernandes Date

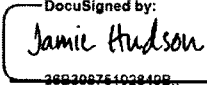
Approved By:

City of Lathrop  
390 Towne Centre Dr.  
Lathrop, CA 95330

\_\_\_\_\_  
Stephen J. Salvatore Date  
City Manager

Consultant:

IXII Group, Inc.  
910 Pleasant Grove Blvd. Suite 120-349  
Roseville, CA 95678  
Fed ID # \_\_\_\_\_  
Business License # \_\_\_\_\_

DocuSigned by:  
  
\_\_\_\_\_  
309208754038400  
Jamie Hudson 8/30/2022  
Signature Date  
Jamie Hudson CEO  
\_\_\_\_\_  
Print Name and Title



August 5, 2022

Stephen Salvatore  
City Manager  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

Mr. Salvatore,

Please find the general consulting services proposal below. The proposal is focused on consulting related to leveraging technology platforms, equipment, and philosophy development to ensure the most efficient acquisition and effective installation of these platforms and equipment are considered. The proposed project cost quote is valid for 90 days from the date of this letter.

We appreciate the opportunity to provide you the proposal.

Thank you,

A handwritten signature in black ink, appearing to read 'Jamie Hudson', is written over a light gray horizontal line.

**Jamie Hudson**  
**Owner – Chief Executive Officer IXII**  
**Group, Inc.**  
Location out of Roseville, CA 910  
Pleasant Grove Boulevard Suite 120-  
349  
Roseville, CA 95678  
1 (855) 494-4911 – Toll-Free  
1 (916) 580-9392 – Mobile  
[Jamie@ixiigroup.com](mailto:Jamie@ixiigroup.com) [www.ixiigroup.com](http://www.ixiigroup.com)



**Background**

IXII Group, Inc. (IXII) understands the City of Lathrop (City) has requested a quote proposal for consulting services related to technology platforms and equipment associated with gathering video data at various locations within the City, with an emphasis on City park locations.

Currently, the City does not have any live-feed or recorded cameras at park locations and has a desire to conduct location analysis, equipment purchase, and installation at those locations. There are over 25 parks in the City with over 120 acres of space to be considered for appropriate placement of necessary equipment. It is understood the City uses an Avigilon Video Management System to gather and store video data and that infrastructure is performing as expected.

IXII further understands there is not a real-time crime or information center established with the City or the City's police department. The City desires a feasibility report related to harnessing the various technology platforms already in place, combined with any additional platforms which would allow the police department to effectively develop and disseminate real-time intelligence to first responders.

Through the proposed services listed below, IXII will research, analyze, and deliver comprehensive reports to the City, which will be useful tools when determining the most appropriate technology platforms, equipment, and philosophy development related to gathering video data within the City, as well as determining the feasibility and potential need for incorporating real-time crime and information center practices within the police department operations.



**Project Summary (proposed scope of work)**

This proposed project summary can be modified and mutually agreed upon before formal contracting between the parties. The main project being proposed will consist of:

1. Consulting services to determine the most appropriate location placement and most appropriate video/photo data gathering equipment at City park locations
2. Consulting services to determine other locations within the City where placement of video/photo data gathering equipment would optimize and/or enhance current equipment placement
3. Consulting services to assess current technology platforms and assist with enhancing the use of those platforms to maximize each
4. Consulting services to assist with leveraging technologies to effectively develop and disseminate real-time intelligence to first responders
5. Consulting services to assess new technologies and technology platforms to augment current platforms and technologies to begin modeling real-time crime and information center philosophies and practices
6. Comprehensive written reports for all consulting services provided to be used as reference by the City when incorporating any of the recommendations

**Timeline**

IXII understands there is a desire for an exigent but comprehensive completion of this project. IXII will begin the research and analysis of the locations, data and other factors without delay once contracted. This commitment is dependent on the efficient and expeditious production of requested data from the City as needed.

IXII will begin the research and analysis within 14 calendar days of execution of a contract with the City. This various consulting focuses listed in the Scope of Work will be prioritized by the City and IXII will conduct these services based on the priority desired by the City. The first initial report draft will be delivered to the City no more than 21 calendar days after contract execution.

Other consulting within the Scope of Work will be conducted within timelines mutually agreed upon between the City and IXII prior to the commencement of any service.



**Project Management**

**Fees and Payment Structure**

IXII shall provide the services listed in the "Project Summary (proposed scope of work)" for a total fee not to exceed \$10,000.

The fees are billed to the City will be billed at a **\$180.00** hourly rate, broken down to the quarter hour. Invoices will be sent electronically directly to the Accounts Payable personnel at the City and payment would be invoiced and due on a Net-30 cycle.

**ATTACHMENT C**

August 29, 2022

This task report is focused on three of the City of Lathrop parks: Apolinar Sangalang, Manuel Valverde, and Woodfield. The task was born from the City’s desire to assess the feasibility of installing live-view and recorded video assets into City parks for the purpose of increasing public safety and to preserve all parks as desirable public recreational destinations.

Additional focus for this task was centered around the concept of real-time monitoring of new and existing camera assets within the City. Ultimately the research and recommendations listed below are reflective of what is believed to be optimal placement of specific camera equipment to accomplish the desired goal of the City as listed above, along with the beginning of incorporating real-time monitoring.

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## TASK RESEARCH AND RECOMMENDATIONS

IXII Group met with several City leaders and employees to discuss this task and obtained City philosophy and desired goals on August 19<sup>th</sup>, 2022. During that meeting, the group conducted site visits at three City parks identified by City management as being appropriate for the first phase of a citywide park camera security initiative.

The three parks visited were:

- Apolinar Sangalang Park – 13470 Slate Street
- Manuel Valverde Park – 15557 5<sup>th</sup> Street
- Woodfield Park – 801 Lathrop Road

It was noted during the site visits the City of Lathrop has a combination of existing fiber infrastructure and existing fiber ready infrastructure, and areas wireless connections would be most feasible for optimal equipment placement and connectivity. For areas which are fiber ready, the City’s Public Works Department has indicated fiber installation is feasible for various projected camera located.

### *Apolinar Sangalang Park*

This park is surrounded by three roadways and an elementary school. Opal Street is on the west side, Deerwood Way is on the north side, Slate Street is on the east side, and Joseph Widmer Elementary School is on the south side. There are tennis and basketball courts in the southern portion of this park, with a baseball diamond on the northeast, with a play structure and picnic gazebo area centered on the north side. Two restrooms are located just south of the play structure on the north side of the park, and on the very southeast corner of the park.

Factors in determining optimal video equipment and placement included:

- Play Structure observation for public safety and vandalism prevention and investigation
- Northside restroom building exterior observation for public safety and vandalism prevention and investigation
- Baseball Diamond area observation for public safety
- Southeast restroom building exterior observation for public safety and vandalism prevention and investigation
- Tennis and Basketball court area observation for public safety

The infrastructure in place at this park is conducive with fiber connections at most recommended locations, with wireless connectivity at one. A total of five locations were identified as areas for consideration of camera placement based on the factors listed above. Image A (below) shows a depiction of the type of equipment and the estimated view area for each camera. A total of three 270° view Avigilon H4 Multisensor cameras, combined with two Avigilon pan-tilt-zoom (PTZ) H5A-PTZ cameras are recommended at this park.

The three 270° view cameras are recommended for placement at:

- The streetlight on the northside of the park, just north of the play structure and south of the roadway on Deerwood Way
- The lamppost located just east of the restroom building on the northside of the park at the entrance to the picnic gazebo area
- The lamppost on the west side of Slate Street at the southeast corner of the park

The two PTZ cameras are recommended for placement at:

- The northwest corner of the tennis courts in the center of the southside of the park. If fiber is not accessible at this location, the recommendation to place this camera is rescinded due to power connectivity issues which would exist
- The northeast corner of the park directly east of the baseball diamond backstop



Image A

### Manuel Valverde Park

This park has residential homes on its north and south property lines, and a limited use property which used to be a school yard to the west. It is accessed off 5<sup>th</sup> Street to the east into the general parking lot area. There is a Park and Ride in the parking lot off 5<sup>th</sup> Street and has an array of solar panels which serve as shade structures for parking within the northern portion of the parking lot. A community center sits between 5<sup>th</sup> Street and the park on the northside of the property.

There is a play structure to the west of the community center, along with a restroom building just southwest of the play structure. There are two baseball diamonds to the west of the restroom facility which account for the entire westside of the park, from north to south. There is a basketball court area between the parking lot and the baseball diamond on the southside of the park.

Factors in determining optimal video equipment and placement included:

- Community center building northside observation for public safety and vandalism prevention and investigation
- Play Structure observation for public safety and vandalism prevention and investigation
- Baseball Diamond area observation for public safety
- Restroom building exterior observation for public safety and vandalism prevention and investigation
- Basketball court area observation for public safety
- Parking lot observation for public safety

The infrastructure in place at this park is conducive with a majority fiber connection and one wireless connection. Conduit and fiber will need to be installed to complete the fiber connections, and this park is fiber ready as fiber already exists on site. A total of five locations were identified as areas for consideration of camera placement based on the factors listed above. Image B (below) shows a depiction of the type of equipment and the estimated view area for each camera. A total of two 360° view Avigilon H4 Multisensor cameras, combined with three Avigilon pan-tilt-zoom (PTZ) H5A-PTZ cameras are recommended at this park.

A total of two locations were identified as areas for consideration of Automated License Plate Reader (ALPR) camera placement.

The two 360° view cameras are recommended for placement at:

- The solar array in the northern parking lot area. There are two arrays, and the recommendation is for placement on the western most array
- The lamppost to the north of the basketball court. This installation will require a taller lamppost to be installed

The two PTZ cameras are recommended for placement at:

- The lamppost situated in the center of the two baseball diamonds on the east side. This lamppost will have two PTZ cameras installed to provide coverage from the north to south of the entire baseball diamond area

The two LPR cameras are recommended for placement at:

- Northern entrance to the parking lot off 5<sup>th</sup> Street to capture license plates on the ingress to the parking lot
- Southern entrance to the parking lot off 5<sup>th</sup> Street to capture license plates on the ingress to the parking lot

Additionally, replacement of two existing cameras with two new 270° cameras is necessary as the existing cameras are near their end of usable life. Both are listed in Image B and will be placed at:

- Northeast corner of the community center building
- Northwest corner of the community center building



Image B

### Woodfield Park

This park is situated between residential homes and Cedar Ridge Court to the north, Woodfield Drive to the east, West Lathrop Road to the south, and residential homes to the west. The park has a restroom structure on the northwest side with the entrance to the structure facing north. It is understood this structure will be demolished soon. There is a play structure and basketball court located on the westside of the park. East of the basketball court is open field for the remainder of the park. Access to the park is from Cedar Ridge Court.

Factors in determining optimal video equipment and placement included:

- Play Structure observation for public safety and vandalism prevention and investigation
- Restroom building exterior observation for public safety and vandalism prevention and investigation (while still in existence)
- Basketball court area observation for public safety
- Park open space observation for public safety

The infrastructure in this park is most conducive to wireless connectivity.

A total of three locations were identified as areas for consideration of camera placement based on the factors listed above. Image C (below) shows a depiction of the type of equipment and the estimated view area for each camera. A total of one 360° view Avigilon H4 Multisensor camera, combined with two Avigilon pan-tilt-zoom (PTZ) H5A-PTZ cameras are recommended at this park.

The 360° view camera is recommended for placement at:

- The lamppost on the south side of Cedar Ridge Court with views of the park entrance and exterior of the restroom building while it stands.

The two PTZ cameras are recommended for placement at:

- The south side of the park, north of West Lathrop Road, on the existing communications tower
- The northeast corner of the park near the pump station, just west of Woodfield Drive



Image C

### Note

Generally, 270° view, 360° view or PTZ cameras are recommended. A PTZ camera is recommended for maximum ability for a live operator to manipulate the camera to pan, tilt, or zoom as necessary to assist with a public safety response. PTZ cameras have a home position which allow for view angle of approximately 90° from left to right. While PTZ cameras are a recommended asset for proactive live viewing, 270° or 360° view cameras are recommended for a wider view area in a passive view setting. These cameras have a fixed viewable area of 270° or 360° from left to right, which allow for a significant viewable area, but greatly diminished proactive manipulation features. A combination of PTZ and 270° or greater cameras are ideal for these locations.

## ESTIMATED COSTS

A total estimated project cost is **\$250,800**, which includes a 10% contingency estimation of **\$22,800**.

### **Apolinar Sangalang Park**

270° Avigilon H4 Multisensor camera (quantity 3)

- \$36,000 cost for cameras and hardware, licensing, installation, and configuration
- \$1,000 estimated communications cost, including wiring (quantity 2)
- \$4,000 estimated communications cost, wireless (quantity 1)

Avigilon H5A PTZ (quantity 2)

- \$24,000 cost for cameras and hardware, licensing, installation, and configuration
- \$1,000 estimated communications cost, including wiring

Total estimated cost: **\$66,000**

### **Manuel Valverde Park**

270° Avigilon H4 Multisensor camera (quantity 2)

- \$24,000 cost for cameras and hardware, licensing, installation, and configuration
- No cost for communications as City will run conduit and Cat6 wiring

360° Avigilon H4 Multisensor camera (quantity 2)

- \$24,000 cost for cameras and hardware, licensing, installation, and configuration
- \$4,000 estimated communications cost, including wiring (quantity 1)
- \$3,500 estimated communications cost, including wiring (quantity 1)
- \$7,500 estimated cost for new light pole (quantity 1)
- \$5,000 estimated cost for electrical upgrade/installation (quantity 1)

Avigilon H5A PTZ (quantity 2)

- \$24,000 cost for cameras and hardware, licensing, installation, and configuration
- \$3,500 estimated communications cost, including wiring (quantity 2)
- \$7,500 estimated cost for new light pole (quantity 1)
- \$5,000 estimated cost for electrical upgrade/installation (quantity 1)

Vigilant L6Q LPR (quantity 2)

- \$4,500 annual cost

Total estimated cost: **\$116,000**

### **Woodfield Park**

360° Avigilon H4 Multisensor camera (quantity 1)

- \$12,000 cost for cameras and hardware, licensing, installation, and configuration
- \$4,000 estimated communications cost, including wiring
- \$5,000 estimated cost for electrical upgrade/installation

Avigilon H5A PTZ (quantity 2)

- \$24,000 cost for cameras and hardware, licensing, installation, and configuration
- \$1,000 estimated communications cost, including wiring

Total estimated cost: **\$46,000**

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## REAL-TIME MONITORING

As indicated above, real-time monitoring of the cameras within the network, specifically PTZ cameras, is recommended. Monitoring these installed assets in real time enhances the response to public safety calls by providing additional real-time updates to responding resources, which increases the safety of the responders and the community nearby.

Real-Time Crime Centers (RTCC) are being built as additions to police departments nationwide. While many of them are built in physical spaces that include video walls, the concept, and operational procedures of an RTCC is more valuable initially than the physical space. With the use of a computer, a desk, and a designated employee, a police agency can begin real-time operations without the initial infrastructure investment necessary for a physical space. The single desk, computer, and designated employee can begin information/data analysis and provide that new intelligence to stakeholders in real time.

The general assumption is that a video wall is the most valuable tool in an RTCC. A combination of a data aggregation mapping platform (City of Lathrop has Peregrine) and a traffic management camera network monitored live by a designated employee (City of Lathrop has Avigilon Video Management System), and a robust Automated License Plate Reader platform (City of Lathrop has Vigilant), prove to be more valuable. Those three platforms allow an agency to front-load intelligence and push it out to responders, while also assisting agencies in finding wanted vehicles, while directing resources to precise locations, and safely recover the vehicle and/or detain the wanted person.

The Lathrop Police Department already has the technology infrastructure in place to leverage live and still shot camera resources to provide a force multiplier in the shape of real-time monitoring.

It is recommended the agency perform some trial periods with various personnel such as Detectives or Records staff, to monitor live video cameras and still shot License Plate Reader notifications. This can be completed as an ancillary task to their normal assignment. By simply installing the Avigilon Client onto their workstations, provide them with a portable radio and access to the agency's Computer Aided Dispatch (CAD) system, those employees can monitor live calls and access camera assets immediately, while resources are responding.

If desired, IXII Group can provide a more comprehensive analysis on the implementation of real-time procedures at the agency in another task.

## ITEM 5.2

### CITY MANAGER'S REPORT SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING

**ITEM:** PUBLIC HEARING AND APPROVAL OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY'S MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF FLOOD PROTECTION DEVELOPMENT IMPACT FEE UPDATE NEXUS STUDY AND RELATED COLLECTION AGREEMENT

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

1. Hold a Public Hearing; and
2. Adopt a Resolution Approving the Nexus Study; and
3. Adopt a Resolution Delegating Authority to the City Manager to Execute the Amended Collection Agreement with the San Joaquin Area Flood Control Agency, San Joaquin County and the Cities of Manteca and Stockton

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#### SUMMARY:

Approval of the San Joaquin Area Flood Control Agency's ("SJAFCA") Mosssdale Tract Area Regional Urban Level of Flood Protection ("ULOP") Development Impact Fee Update Nexus Study, is the first step in the process of implementing an updated SJAFCA Mosssdale Tract Regional Levee Impact Fee Program. The purpose of the update is to incorporate changes and refinements in SJAFCA's financing plan for 200-year ULOP levee improvements for the Mosssdale Tract ("Project"). The requested action includes conducting a required public hearing and approving the updated Nexus Study as well as approving a collection agreement with SJAFCA for the fee. As a Separate item, staff will present a new fee resolution for the Council's consideration, which would approve and implement the fee.

Amendments to the SJAFCA Collection Agreement include incorporating terms related to the Mosssdale Tract Enhanced Infrastructure Financing District ("EIFD"). As described further in more detail below, the Collection Agreement provides the mechanism for the City to recoup its investment by way of additional allocation of Tax Increment to the Mosssdale Tract EIFD.

Staff requests that City Council hold a public hearing, consider all information and public testimony and, if determined to be appropriate, adopt a resolution approving the SJAFCA ULOP Impact Fee Update Nexus Study and delegating authority to the City Manager to execute the amended SJAFCA Collection Agreement.



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**BACKGROUND:**

In December 2018, the City Council approved a collection agreement with SJAFCA, San Joaquin County, and the cities of Manteca and Stockton to collect the Mosssdale Tract Regional Levee Impact Fee ("Regional Levee Fee") to fund 200-year flood protection for the Urban/Urbanizing Areas of the Mosssdale Tract Basin ("Basin"). The Regional Levee Fee has been collected since 2018. It is currently the primary local funding source for SJAFCA's continued efforts to implement ULOP 200-year flood control improvements for the Basin.

The Regional Levee Fee Program started with the cities of Lathrop and Manteca, which had, prior to 2018, implemented an interim development impact fee for ULOP within the respective portions of their jurisdictions impacted by ULOP requirements. Their programs were supplanted in November 2018 with SJAFCA's approval of the Regional Levee Fee Program and the subsequent approval of collection agreements by each of SJAFCA's member agencies.

Since 2018, several key factors / variables that are part of the calculations that determine the impact fee rates have changed, necessitating an update to the Regional Levee Fee Program. In summary, these changes include:

- Overall Program Costs
  - Since 2018, SJAFCA has incorporated the costs of the Climate Adaptation Policy into the financing plan reflected in the Adequate Progress report. The update to the Fee Program will ensure consistency with the costs reflected in the financing plan.
- EIFD Funding Approach and financing of improvements
  - To generate the funding needed to cover the capital costs of the Project by the required 2028 deadline, advance funding of future impact fees is needed. The proposed EIFD provides an opportunity to issue debt and finance future fee revenues. The land use agencies collecting the development impact fee will also be participants in the EIFD. As a result of participation in the EIFD, the land use agencies' general funds will experience fiscal impacts. Fee revenues collected after the completion of the Project will be utilized to mitigate a portion of these fiscal impacts. Fee revenues collected after the completion of the Project will be directed back to the participating agencies to mitigate the fiscal impacts of financing the flood control improvement. The updated Nexus Study now reflects the use of the fee revenues after the completion of the Project and this financing approach.

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- Updated Development Projections
  - Since the approval of the Nexus Study in 2018, updated development projection information has been provided by the land use agencies. The development planning information was refined as part of the efforts to analyze the EIFD financing approach and supporting analyses. This update to the Nexus Study incorporates these refinements in the planned development.

SJAFCA staff and consultants have prepared drafts of required documentation needed to implement a proposed Mossdale Tract Area Regional Impact Fee Program Update. The following discussion summarizes the attached materials and provides additional context for the Council’s consideration of the recommendation.

*DRAFT MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF FLOOD PROTECTION DEVELOPMENT IMPACT FEE UPDATE NEXUS STUDY (Attachment "B"):*

The preparation of a nexus study is the first step in the process of approving any update to a development impact fee. As part of the update to the Regional Levee Fee Program, SJAFCA is required to comply with the Mitigation Fee Act (also known as “AB 1600,” Government Code sections 66000 et seq.), as well as more recently approved legislation, AB 602 (2021), (Government Code § 65940.1, 66016.5, and 66019 and Health and Safety Code § 50466.5).

The Mitigation Fee Act identifies the required findings which must be made in any action establishing, increasing, or imposing a development impact fee as a condition of approval of a development project. The attached Nexus Study has been prepared in a manner that establishes an equitable development impact fee that can be imposed on all planned development projects in the Mossdale Tract that are provided ULOP. Development impact fees would be collected to continue providing the funding necessary to pay for the levee system improvements. In general, the study establishes the “nexus” between the impacts of development projects and the costs associated with the construction of public facilities to mitigate the impacts on infrastructure.

The findings required by the Mitigation Fee Act and supporting discussion for the development impact fee update are presented within the Nexus Study.

AB 602 sets forth additional procedural requirements for the preparation of a nexus study, and the adoption of a development impact fee. As it relates to the identification of level of service the following must be identified and provided:

1. The existing level of service;
2. The new level of service; and

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3. An explanation of why the new level of service is appropriate.

In addition, AB 602 requires that the calculation of the fee on a housing development project be proportionate to the square footage of the proposed units of the development. A nexus study is not required to comply with this requirement if all of the following exemption findings are made:

1. An explanation as to why square footage is not an appropriate metric to calculate fees imposed on housing development projects.
2. An explanation that an alternative basis of calculating the fee bears a reasonable relationship between the fee charged and the burden posed by the development.
3. The other policies in the fee structure support smaller developments, or otherwise ensure that smaller development are not charged disproportionate fees.

The AB 602 required level of service information is presented in the Nexus Study. Further, the Nexus Study presents a fee that is calculated on a Gross Developable Acreage (GDA) basis versus a square footage basis. As such, the required AB 602 exemption findings are presented in the Nexus Study.

Tables 1 and 2 below summarize the proposed Updated Fee Rates documented within the Nexus Study compared to the current fee rates in effect today. It is SJAFCA’s goal to work with each of the Member land use agencies to implement this Update with the new fee rates effective as soon as practicable.

**TABLE 1 – Proposed Rates for Adoption**

| <b>Land Use</b>           | <b>Fiscal Year<br/>20/21<br/>Regional<br/>Fee Rates<br/>(Per GDA)</b> | <b>Updated<br/>Regional<br/>Fee Rates<br/>(Per GDA)</b> | <b>Change<br/>from<br/>Current Rate</b> |
|---------------------------|---|---|---|
| Single Family Residential | \$19,428  | \$22,106  | 14%                                     |
| Multi-Family Residential  | \$17,691  | \$20,686  | 17%                                     |
| Commercial                | \$18,399  | \$20,916  | 14%                                     |
| Industrial                | \$15,309  | \$16,384  | 7%                                      |

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**TABLE 2 - Demonstrative Rates on Per Unit Basis**

| Land Use                      | Basis        | Fiscal Year<br>20/21<br>Regional<br>Fee Rates | Updated<br>Regional<br>Fee Rates | Change<br>from<br>Current<br>Rate |
|-------------------------------|--------------|---|----------------------------------|-----------------------------------|
| Single Family Residential [1] | Per Unit     | \$3,169                                       | \$3,770                          | 19%                               |
| Multi-Family Residential [2]  | Per Unit     | \$922   | \$1,095                          | 19%                               |
| Commercial [3]                | Per 1,000 SF | \$1,442                                       | \$1,713                          | 19%                               |
| Industrial [4]                | Per 1,000 SF | \$1,113                                       | \$1,053                          | -5%                               |

[1] Current assumption is 6.13 units per GDA. Proposed assumption is 5.86 units per GDA.

[2] Current assumption is 19.19 units per GDA. Proposed assumption is 18.89 units per GDA.

[3] Current assumption is 12,763 SF per acre. Proposed assumption is 12,207 SF per acre.

[4] Current assumption is 13,756 SF per acre. Proposed assumption is 15,553 SF per acre.

*AMENDED AGREEMENT FOR COLLECTION OF SAN JOAQUIN AREA FLOOD CONTROL AGENCY MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF FLOOD PROTECTION DEVELOPMENT IMPACT FEE (Attachment "C"):*

The City Council entered into an agreement for collection of the San Joaquin Area Flood Control Agency Mossdale tract area regional urban level of flood protection development impact fee ("Collection Agreement") with SJAFCA’s member agencies in December 2018 as part of the initial implementation of a Regional Levee Fee Program.

As part of this update to the program, there is a need to update the Collection Agreement ("Amended Collection Agreement") (*Attachment "C"*) to reflect additional provisions of the updated program. With the Amended Collection Agreement, provisions for the repayment of EIFD are payments consistent with Exhibit "A" of Attachment C, to the Agreement, the Key Terms Related to the Repayment of EIFD Payments to Land Use Entities from Impact Fees. As noted above, the fee revenues collected after the completion of the development project will be directed back to the participating agencies to mitigate the fiscal impacts of financing the flood control improvements through the EIFD.

The Amended Collection Agreement to collect the fee and SJAFCA would direct future funding from the fee back to the agencies pursuant to the recommended terms associated with the EIFD contributions.

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SJAFCA requests that the Council delegate authority to the City Manager to execute the Amended Collection Agreement substantially in the form attached to this report. The following summarizes the substantive terms reflected in the attached form of the Amended Collection Agreement:

- As soon as the development impact fee is adopted and effective within all of the land use agencies, consistent with the requirements of the Mitigation Fee Act, the land use agencies will commence collection of the updated development impact fee.
- The land use agencies will deposit all development impact fee revenues collected, including any interest earned on funds collected, less 3% administrative costs of collection, with SJAFCA.
- SJAFCA will provide a 60-day notice to the land use agencies of any changes to the development impact fee.
- SJAFCA and the land use agencies will administer a Fee Crediting and Reimbursement Program consistent with the principles identified within the Amended Collection Agreement. (These Principles for fee crediting are the same as principles previously approved within the original November 2018 adoption of the Regional Levee Fee Program. There are no recommended changes here).
- The Amended Collection Agreement also addresses reimbursement of the development impact fee in the event of collection errors or building permit cancellation, appeals of fee calculations or applicability, indemnity, notice and other standard legal agreement provisions.
- Finally, the Amended Collection Agreement directs payments from the development impact fee back to the land use agencies participating in the EIFD commencing in 2030, pursuant to the terms described further below.

*FEE CREDITING AND REIMBURSEMENT PRINCIPLES:*

In November 2018, in coordination with the land use agencies, staff and Agency consultants developed and included within the collection agreement a set of Fee Crediting and Reimbursement Principles (Exhibit "B" of Attachment "C"), which are summarized as follows:

- Creditable Funding consists of all "Prior Advance Funding" collected and documented within a Credit & Reimbursement Analysis (Credit Study) completed by SJAFCA.
- That creditable funding is applicable to all of those development projects identified within the Credit Study.
- The obligation to fund levee improvements is based on all undeveloped acreage within the identified projects in the Credit Study as of April 2017 (when Lathrop and Manteca adopted their Interim Development Fee Programs).

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- All development with issued building permits as of January 8, 2019 (when SJAFCA's Regional Levee Fee Program was effective) is considered to be absorbed and will have a fee obligation based upon the fee rate effective on that date.
- All funding provided will first be used to satisfy this fee obligation and will then be applied proportionately to all remaining acreage on a pro-rata basis.
- Going forward, from January 8, 2019, each development permit pulled will be required to fund the remaining proportional amount of development impact fees due on an acreage basis.
- Any developer-constructed facilities will be afforded credit for the construction of those facilities based upon the terms of an agreement between the land use agency and SJAFCA. Any credits for developer construction facilities will be utilized in the same manner as Prior Advance Funding.
- In the event that a developer is due a reimbursement as a result of providing more funding than a development project's fee obligation, reimbursements will only be provided from the collection of future fees from other development projects in the future.
- Reimbursements will only be provided in the future once the levee improvement program has been completed and certified unless otherwise determined by SJAFCA that payment of such reimbursements is financially feasible and legally defensible by SJAFCA.
- For land use agencies that are due reimbursement for providing funding to advance the program in advance of January 1, 2018 (not including funding provided by Interim Seed Money Funding Agreement dated June 12, 2018), no reimbursements should be paid from development impact fees until all levee improvement Project costs are paid and the levee improvement program has been completed and certified unless otherwise determined by SJAFCA that payment of such reimbursements is financially feasible and legally defensible by SJAFCA.
- For land use agencies due repayment pursuant to the Interim Seed Money Funding Agreement dated June 12, 2018, repayment will be made consistent with Section 6 of that agreement.

There are no changes to these policies and procedures as a result of the Amended Collection Agreement.

***EIFD REPAYMENT TERMS:***

As part of negotiations related to the amount of Tax Increment to be allocated to the EIFD, the participating agencies and SJAFCA, parties to the Amended Collection Agreement, have incorporated the use of future development impact fees collected after the implementation of the Regional Levee Fee Program to help mitigate the impacts to participating agencies' general funds as a result of participation in the

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EIFD and the allocation of Tax Increment through the EIFD. As a reminder, the tax allocation rates proposed for the EIFD are as follows:

| <b>ULOP Project Construction<br/>Anticipated to run through 2029 (Initial Years)</b>   |                                 |   |          |
|--|---------------------------------|---|----------|
| Entities   | %(flat rate)/Initial Base Rates | Additional EIFD Contribution/Property Tax Increment | Total    |
| City of Lathrop  | 10%                             | -   | 10%      |
| City of Manteca  | 5%                              | -   | 5%       |
| City of Stockton   | 1%                              | -   | 1%       |
| San Joaquin County   | 10%                             | 37%   | 47%<br>* |
| <i>*This additional contribution would be subject to priority repayment, with interest, by SJAFCA from future Mossdale Tract Area Regional Development Impact Fee revenues collected after 2029.</i> |                                 |   |          |

Following the Initial Years, the maximum portion of the total property Tax Increment revenue allocation proposed to be apportioned to the EIFD will be 20% until such time as the cost of eligible EIFD facilities has been satisfied.

The cumulative County Additional EIFD Contributions (portion of the County Contributions making up the 37% contributions) will be repaid to the County using development impact fees on a priority basis. The County will receive 100% of development impact fees until the cumulative Additional County EIFD Contributions are repaid with interest.

Following the repayment of the cumulative County Additional EIFD Contributions with interest from development impact fees, the fee payments would be implemented as follows.

- All development impact fees received by SJAFCA after repayment to the County would be allocated and paid to the cities and the County based on their respective proportionate share of the cumulative total of each participating agency’s contributions during the Initial Years plus their all contributions made after the completion of the Project.
- The duration (i.e., term) of the impact fee payments to the agencies is yet to be determined. The term will be finalized during the process of updating the SJAFCA Mossdale ULOP Program Impact Fee Nexus Study. As part of the recurring 5-Year Impact Fee Update processes, the Member Agencies will have an opportunity to weigh in on duration of the impact fee program.

**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING  
PUBLIC HEARING AND APPROVAL OF THE SJAFCA CONTROL AGENCY'S  
MOSSDALE TRACT AREA REGIONAL ULOP DEVELOPMENT IMPACT FEE  
UPDATE NEXUS STUDY AND RELATED COLLECTION AGREEMENT****REASON FOR RECOMMENDATION:**

Approval of the SJAFCA ULOP Development Impact Fee Update Nexus Study is the first step in the process of implementing an updated SJAFCA Mossdale Tract Regional Levee Impact Fee Program. The purpose of the update is to reflect changes and refinements in SJAFCA's financing plan for 200-year ULOP levee improvements for the Mossdale Tract. Amendments to the SJAFCA Collection Agreement include the incorporation of terms related to the Mossdale Tract EIFD.

Staff requests that City Council hold a public hearing, consider all information and public testimony and, if determined to be appropriate, adopt a resolution approving the SJAFCA ULOP Impact Fee Update Nexus Study and delegating authority to the City Manager to execute the amended SJAFCA Collection Agreement.

**FISCAL IMPACT:**

There is no immediate fiscal impact to the City by adopting the attached Resolution approving the Nexus Study and authorizing the execution of the Amended Collection Agreement. Also, during the September 12, 2022 City Council meeting a separate item is scheduled for Council's consideration for the proposed fee as further described below.

**ATTACHMENTS:**

- A. A resolution of the City Council of the City of Lathrop Approving the San Joaquin Area Flood Control Agency's Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Update Nexus Study and Related Collection Agreement
- B. Draft Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Update Nexus Study, Dated May 12, 2022
- C. Amended Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee
  - o Exhibit A – San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Key Terms Related to the Repayment of EIFD Payments to Land Use Entities from Impact Fees
  - o Exhibit B - San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Credit & Reimbursement Policies




SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING

PUBLIC HEARING AND APPROVAL OF THE SJAFCA CONTROL AGENCY'S  
MOSSDALE TRACT AREA REGIONAL ULOP DEVELOPMENT IMPACT FEE  
UPDATE NEXUS STUDY AND RELATED COLLECTION AGREEMENT

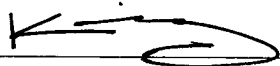
APPROVALS

  
\_\_\_\_\_  
Brad Taylor  
City Engineer

8/30/2022  
Date

 FOR CJ  
\_\_\_\_\_  
Cari James  
Finance Director


8/31/2022  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

8.31.2022  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8.30.2022  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.6.22  
Date

## RESOLUTION NO. 22-

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY'S MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF FLOOD PROTECTION DEVELOPMENT IMPACT FEE UPDATE NEXUS STUDY AND RELATED COLLECTION AGREEMENT**

**WHEREAS**, the Mitigation Fee Act (the "Act") (California Government Code Section 66000 *et seq.*) authorizes a local agency to impose impact fees as a condition of approval of development projects to help defray the costs of public infrastructure and facilities that will be needed to serve the proposed development; and

**WHEREAS**, Section 66016.5(a) of the Act requires that prior to adopting a development impact fee, a local agency must adopt an impact fee nexus study that establishes the connection between the proposed fee and the actual impacts of development on the local public infrastructure and facilities; and

**WHEREAS**, the Central Valley Flood Protection Act of 2008 and Department of Water Resources ("DWR") standards require that all cities and counties within the Sacramento-San Joaquin Valley make findings related to a 200-year Urban Level of Flood Protection ("ULOP") or the national Federal Emergency Management Agency ("FEMA") standard of flood protection before making certain land use approvals; and

**WHEREAS**, in January of 2018 the City of Lathrop ("City"), the San Joaquin County Flood Control and Water Conservation District ("SJCFCWCD"), the City of Stockton, the City of Manteca, and the County of San Joaquin executed an Amended and Restated Joint Exercise of Powers Agreement to reform the San Joaquin Area Flood Control Agency ("SJAFCA"), with a common goal of reducing flood risk in the Mossdale Tract Area ("Mossdale Tract"); and

**WHEREAS**, in 2018 SJAFCA, on behalf of its member agencies, approved a nexus study and Regional Levee Fee Program to fund 200-year flood protection improvements for Mossdale Tract; however, several key factors affecting the fee calculations have changed in the intervening years, necessitating an update to the Regional Levee Fee Program; and

**WHEREAS**, SJAFCA has prepared the updated Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Update Nexus Study ("Nexus Study"), attached hereto as Exhibit 1, which incorporates updated costs, funding approaches, and development projections; and

**WHEREAS**, in accordance with Section 66016.5(a)(7) of the Act, notice was published in the Manteca Bulletin on August 12, 2022, providing 30 days' notification of the time and place for a public hearing to consider and adopt the Nexus Study. Notice of the hearing was also provided 14 days prior to the public hearing to those interested parties who requested, in writing, notice of meetings on new or increased fees or service charges; and

**WHEREAS**, a public hearing was held on September 12, 2022, at a regularly scheduled meeting of the Lathrop City Council (the "Council") to hear and consider the Nexus Study and its findings, as presented by SJAFCA staff and consultants, and any written and oral presentations from interested members of the public regarding the Nexus Study and the proposed development impact fee; and

**WHEREAS**, the Nexus Study identifies the existing level of service and states that the existing levees protecting the Mossdale Tract do not meet state Urban Levee Design Criteria ("ULDC") standards adopted by DWR in May 2012, and are not currently certified to provide 200-year ULOP; and

**WHEREAS**, the Nexus Study finds the development impact fee will fund levee improvements that meet state ULDC standards and achieve 200-year ULOP while offsetting the increase in damageable property that will be placed in the levee-protected floodplain as new development occurs in the area, and that the fee is needed to implement Phase 4 levee improvements to the Mossdale Tract and repay funds advanced by developers and local agencies to support early implementation of the improvements; and

**WHEREAS**, the Nexus Study includes appropriate findings that a fee charged on a gross developable acreage basis bears a reasonable relationship between the fee being charged and the burden posed by the development, and that fees charged on housing developments need not be calculated on a square footage basis, consistent with the requirements of Section 66016.5(a) of the Act; and

**WHEREAS**, SJAFCA has requested that the County of San Joaquin and the cities of Lathrop, Stockton, and Manteca enter into an amended agreement to collect the proposed development impact fees as a condition of issuing building permits for new development in the Mossdale Tract within each party's respective land use authority, and provide those funds to SJAFCA; and

**WHEREAS**, SJAFCA has prepared an Amended Collection Agreement for Collection of the San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("Collection Agreement"), attached as shown in Attachment "C", for the County and the cities of Lathrop, Stockton, and Manteca to execute.

**NOW, THEREFORE, BE IT RESOLVED by the City Council of Lathrop as follows:**

1. The Council hereby approves and adopts the Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Update Nexus Study prepared by SJAFCA as shown in Attachment "B" of the City Manager's Report dated, September 12, 2022.
2. The Nexus Study adopted by this Resolution supersedes any prior nexus study adopted in relation to development impact fees for the Mossdale Tract Area, and shall be updated at least every eight years, in accordance with Section 66016(a)(8) of the Act.

3. The proposed development impact fee, along with any evidence regarding the proposed fee calculation, assumptions, or methodology, shall be considered for adoption by resolution at a future public hearing (September 12, 2022), to be noticed and held in accordance with Sections 66018 and 66019 of the Act.

4. The Council also hereby approves the Amended Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee, attached hereto as Exhibit 2, and affirms that any adopted impact development fee will be collected by the City in accordance with the Collection Agreement.

5. The City Manager is hereby authorized to execute the Collection Agreement substantially in the form attached, subject to review and approval by City Counsel, and take whatever other actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

6. The adoption of this Resolution is not a "project" subject to the California Environmental Quality Act ("CEQA") because it is in furtherance of the creation of a government funding mechanism which does not involve any commitment to any specific project (CEQA Guidelines Section 15378(b)(4)), and because it can be seen with certainty that there is no possibility that the resolved actions may have a significant effect on the environment, in that this Resolution contains no provisions modifying the physical design, development, or construction of residences or nonresidential structures (CEQA Guidelines Section 15061(b)(3)).

The foregoing resolution was passed and adopted this 12<sup>th</sup> day of September 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

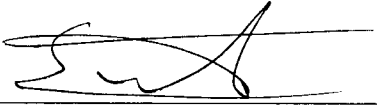
ABSENT:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney



PUBLIC FINANCE  
& MANAGEMENT  
**RESOLVED**

LARSEN WURZEL  
& Associates, Inc.

2450 Venture Oaks Way, Suite 240  
Sacramento, CA 95833

# Mossdale Tract Area

## **Regional Urban Level of Flood Protection Levee Impact Fee**

*PUBLIC DRAFT  
NEXUS STUDY UPDATE*

Prepared for: San Joaquin County, City of Lathrop, City of Manteca, and City of Stockton  
Prepared by: Larsen Wurzel & Associates, Inc.  
Prepared on Behalf of: The San Joaquin Area Flood Control Agency (SJAFCOA)  
May 12, 2022

**RESOLUTION/ORDINANCE PLACEHOLDER**

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## LIST OF ABBREVIATIONS

---

|                    |  |
|--------------------|--|
| 2018 Nexus Study   | Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee Final Nexus Study dated November 8, 2018                             |
| AB 1600            | Assembly Bill 1600, Mitigation Fee Act   |
| ADUs               | Accessory Dwelling Units   |
| CFD                | Community Facilities District  |
| DWR                | California Department of Water Resources   |
| EAD                | Expected Annual Damage   |
| EIFD               | Enhanced Infrastructure Financing District   |
| FEMA               | Federal Emergency Management Agency  |
| GDA                | gross developable acreage  |
| JADUs              | Junior Accessory Dwelling Units  |
| Local Agencies     | San Joaquin County, City of Lathrop, City of Manteca, and City of Stockton   |
| LFMA               | Local Flood Management Agency  |
| LSRP               | Levee Seepage Repair Project   |
| LWA                | Larsen Wurzel & Associates, Inc.   |
| Nexus Study        | Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Nexus Study Update dated May 12, 2022 (Presented for Adoption) |
| Regional Levee Fee | Mossdale Tract Area Regional Levee Fee Program   |
| SB 5               | Senate Bill 5 (2007)   |
| SFR                | Single-Family Residential  |
| SJAFCA             | San Joaquin Area Flood Control Agency  |
| ULDC               | Urban Levee Design Criteria  |
| ULOP               | Urban Level of Flood Protection  |

## SUMMARY

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### Overview

Larsen Wurzel & Associates, Inc. (LWA) has prepared this Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Nexus Study Update (Nexus Study) for San Joaquin County, City of Lathrop, City of Manteca, and City of Stockton (collectively the Local Agencies) in coordination with the San Joaquin Area Flood Control Agency (SJAFCFA). A series of levee improvements are needed to ensure that the levees surrounding the Mossdale Tract Area meet the California Department of Water Resources (DWR) Urban Levee Design Criteria (ULDC), that the flood protection system can provide an Urban Level of Flood Protection (ULOP), and the requirements of Senate Bill 5 (2007) (SB 5) can be met. This Nexus Study provides the basis for the Mossdale Tract Area Regional Levee Fee Program (Regional Levee Fee) that ensures new development pays its proportionate share of the levee improvement costs needed to provide ULOP to the Mossdale Tract Area.

### Background

#### *Senate Bill 5 (2007) and ULOP Context*

SB 5 defines ULOP as the “level of protection that is necessary to withstand flooding that has a 1-in-200 chance of occurring in any given year using criteria consistent with, or developed by, the California Department of Water Resources.” This bill requires all cities and counties within the Sacramento-San Joaquin Valley, as defined in California Government Code § 65007(h), to make findings related to ULOP or the national Federal Emergency Management Agency (FEMA) standard of flood protection before: (1) entering into a development agreement for any property that is located within a flood hazard zone; (2) approving a discretionary permit or other discretionary entitlement, or a ministerial permit that would result in the construction of a new residence, for a project that is located within a flood hazard zone; or (3) approving a tentative map, or a parcel map for which a tentative map was not required, for any subdivision that is located within a flood hazard zone (see California Government Code § 65865.5, 65962, and 66474.5).

#### *Regional Levee Fee Program*

The Regional Levee Fee was implemented in two steps. As described within the 2018 Adequate Progress Update prepared by LWA, the Local Agencies entered into an agreement designating SJAFCFA as the Local Flood Management Agency (LFMA) responsible for planning, implementing, funding, and financing the Phase 4 levee improvements identified within the Adequate Progress Report. The Adequate Progress Report identifies several sources that would fund the Phase 4 improvements, one of which is a regional development impact fee. Before designating SJAFCFA as the regional governing agency, the Cities of Lathrop and Manteca implemented interim development fee programs. In 2018, the SJAFCFA structure was reorganized to include the Cities of Lathrop and Manteca and effectively becoming the regional governance entity. The Cities of Lathrop and Manteca transitioned their interim fee programs to a permanent program established and administered by SJAFCFA, covering the entire Mossdale Tract Area.

## Updated Regional Levee Fee Program

This Nexus Study is an update of the November 8, 2018, Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee Final Nexus Study (2018 Nexus Study) prepared by LWA, formally adopted by the SJAFCA Board by Resolution Number 18-21 and effective January 8, 2019. This update reflects an updated program cost estimate that addresses climate change and updates to program funding from other sources. This Nexus Study is being prepared as a regional fee with the intent that each of the Local Agencies individually adopt the Region Levee Fee and collect and remit the fees to SJAFCA.

## Authority and Procedures

### ***Assembly Bill No. 1600: Mitigation Fee Act***

This Nexus Study has been prepared to update the established Regional Levee Fee program in accordance with the provisions of the Mitigation Fee Act (AB 1600) as codified in Government Code § 66000 *et. seq.* AB 1600 sets forth the procedural requirements for establishing and collecting development impact fees. These procedures require that “a reasonable relationship,” or nexus, must exist between a governmental exaction and the purpose of the condition. This Nexus Study documents that reasonable relationship between the development impact fee to be levied on each land use category and the cost of the facility improvements.

Nexus Study requirements include:

1. Identifying the purpose of the fee.
2. Identifying how the fee is to be used.
3. Determining that a reasonable relationship exists between the fee’s use and the type of development project on which the fee is imposed.
4. Determining how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
5. Demonstrating a reasonable relationship between the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed.

### **AB 1600 Requirement 1: Purpose of Fee**

The Regional Impact Fee will provide funding for 200-year levee improvements in compliance with SB 5 and DWR’s ULOP criteria to protect the Cities of Lathrop, Manteca, Stockton, and unincorporated portions of San Joaquin County within the Mossdale Tract Area as further described within this Nexus Study. All new planned development projects located within the area shown in **Figure 1** that lie within the Mossdale Tract Area will be subject to this Regional Levee Fee as it is adopted by each Local Agency.

### **AB 1600 Requirement 2: Use of the Fee**

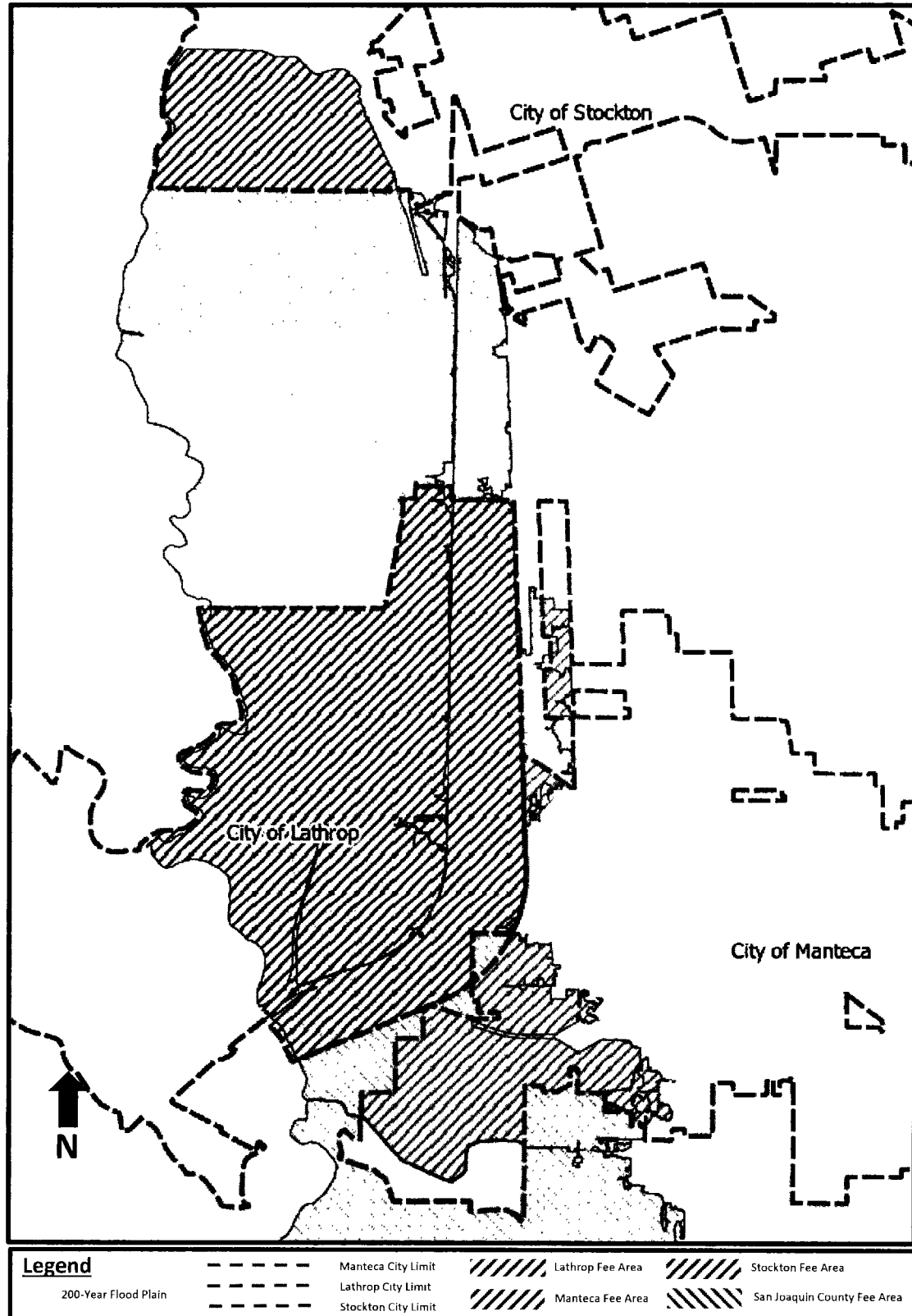
Fee revenue will be used to implement Phase 4 levee improvements to the Mossdale Tract Area as well as to repay any funds advanced by developers and Local Agencies to support early implementation of the improvements ahead of Fee payments. The improvements funded by the Fee consist of levee improvements to be implemented by SJAFCA that ensure the levees meet ULDC standards.

The levee improvements required for enhanced flood protection to meet the ULDC standard and achieve ULOP, including, among various other items, the following work:

- ULDC engineering analysis and identification of deficiencies
- Design and environmental evaluation of levee improvements to cure ULDC deficiencies
- Implementation of levee improvements to cure ULDC deficiencies

As previously noted, this Nexus Study provides the required findings needed to impose a development impact fee pursuant to AB 1600. AB 1600 requires that the fee is to be calculated by spreading the costs among the anticipated future development in proportion to that development's impact on the services provided. An Interim Levee Fee was imposed and collected by the Cities of Lathrop and Manteca as a condition of new development's approval. Now that SJAFCA has been designated as the regional governance entity to administer, implement, fund, and finance the needed improvements, SJAFCA requests that each of the Local Agencies approve this updated Regional Levee Fee. SJAFCA also requests that the Local Agencies collect and remit the Fees to SJAFCA to complete the necessary work.

Figure 1: Regional Levee Fee Program Boundary Map



### **AB 1600 Requirement 3: Relationship Between Use of Fees and Type of Development**

Development of Residential, Commercial, and Industrial land uses within the Mossdale Tract Area require improved flood control and flood protection services.

Flood risk has two aspects: the probability of flooding and the consequences that follow. An area could have a high probability of flooding, but minimal consequences because it is vacant and contains no infrastructure or people. In this case, flood risk would be considered low. Conversely, a highly urbanized community that has a moderate or low probability of flooding would be considered high risk because of the greater consequences of a flood in that location (i.e., loss of life, livelihood, property, health, and human suffering). Risk can be expressed and quantified in terms of Expected Annual Damage (EAD). EAD is the product of the probability of flooding (percent chance in any given year) and consequences (dollars of damage as a result of flooding). Without mitigation, additional development increases the EAD by increasing developed property at risk. To protect life and property, it is important for the LFMA to maintain a high level of service (in terms of maintaining low flood risk) within the Mossdale Tract Area as development increases. To maintain the current level of EAD and reduce the level flood of risk to offset increased EAD, the LFMA must improve the flood protection facilities as development occurs.

Each development project will add to the necessity of flood protection due to the increased EAD as a result of that development. Additionally, each development project will benefit from the levee infrastructure already in place at the time of development. For the new development described in this Nexus Study to occur in the Mossdale Tract Area, levee improvements that meet the requirements of the ULDC are necessary.

### **AB 1600 Requirement 4: Relationship Between Need for Facility and Type of Development**

As stated under AB 1600 Requirement 3, development of Residential, Commercial, and Industrial land uses within the Mossdale Tract Area require improved flood control and flood protection services to protect use and life. Each development project will add to the necessity of flood protection due to the increased EAD as a result of that development. For the new development described in this Nexus Study to occur in the Mossdale Tract Area, levee improvements that reduce the probability of flooding are necessary.

### **AB 1600 Requirement 5: Relationship Between Amount of Fees and Cost of Facility**

This study includes the following components:

1. A determination of the amount of planned development upon which the costs of the fee funded facilities will be allocated.
2. The identification of costs associated with each improvement, facility, or program funded by the fee.
3. The development of a standard metric by which to proportionately allocate the costs of the facilities between land use categories based upon a damage index that considers the relative impact to EAD.
4. A determination of the fee cost per acre for each land use category.
5. A determination of the estimated fees per unit by land use category.
6. A discussion of how the program will be administered by the land use agencies.



The Regional Levee Fee is calculated on a gross developable acreage (GDA) basis and will be collected on a per unit basis for all types of development. All development projects within the Mossdale Tract Area are subject to the fee. To determine costs associated with the Project and the planned development upon which to allocate the costs, a planning horizon of 30 years has been assumed. The calculation and collection of the fee is assumed to occur prior to the issuance of a building permit. The details of the calculation and collection of the fee are further described within the **Fee Program Administration** section of this Nexus Study. Subsequent to the adoption of the Regional Levee Fee and this Nexus Study by the Local Agencies, each agency will further define the administrative procedures for the efficient administration, collection, and remittance of Regional Levee Fees.

**Table S-1** provides a summary of the proposed initial per acre fee rates by land use category. **Table S-2** provides the estimated initial fees per unit by land use category.

**Table S-1**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Summary of DIF Rates by Land Use Category**

| Land Use                  | Initial Fee Rates [1] |
|---------------------------|-----------------------|
| Single-Family Residential | \$22,106 Per GDA      |
| Multi-Family Residential  | \$20,686 Per GDA      |
| Commercial                | \$20,916 Per GDA      |
| Industrial                | \$16,384 Per GDA      |

[1] Per Gross Developable Acre (GDA). Initial Fee Rate for FY 2021/22 and 2022/23. Fee rates will increase each July 1 commencing July 1, 2023.

**Table S-2**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Estimated Fee Per Unit or 1,000 Square Feet**

*Provided for Demonstrative  
Purposes Only*

| Land Use                  | Estimated Fee | Assumption                             |
|---------------------------|---------------|--|
| Single-Family Residential | \$3,770       | / Unit @ 5.86 Units per GDA            |
| Multi-Family Residential  | \$1,095       | / Unit @ 18.89 Units per GDA           |
| Commercial                | \$1,713       | / 1,000 SF @ FAR of 12,207 SF per Acre |
| Industrial                | \$1,053       | / 1,000 SF @ FAR of 15,553 SF per Acre |

## **Assembly Bill No. 602 (2021)**

### **Level of Service Identification Requirements**

This Nexus Study has also been prepared in accordance with the provisions of Assembly Bill 602 (2021) (AB 602) as codified in Government Code § 65940.1, 66016.5, and 66019 and Health and Safety Code § 50466.5. AB 602 sets forth additional procedural requirements for the preparation of a Nexus Study and the adoption of a development impact fee. As it relates to the identification of level of service the following must be identified and provided:

1. The existing level of service;
2. The new level of service; and
3. An explanation of why the new level of service is appropriate.

### **AB 602 Requirement 1: Existing Level of Service**

Currently, the existing levees protecting the Mossdale Tract Area do not meet the updated DWR ULDC standards adopted in May 2012, and the existing levees are not currently certified to provide 200-year protection. As such, the flood protection system does not provide ULOP as defined by DWR guidelines, and the land use related impacts imposed by SB 5 are in effect. A report prepared by a team of Professional Engineers led by Peterson Brustad, Inc., dated March 22, 2016 and later supplemented on June 18, 2021 to address Climate Change, outlined the deficiencies to the levee system and identified the needed improvements to meet DWR ULDC standards.

### **AB 602 Requirement 2: New Level of Service**

The Regional Impact Fee, in combination with other funding sources being implemented by SJAFCA, will provide funding needed to improve the levee system compliant with DWR's ULDC standards. As a result of these improvements, ULOP would be achieved, and the land use restrictions would be removed.

### **AB 602 Requirement 3: Explanation of why the New Level of Service is Appropriate**

As previously noted, SB 5 requires that all Cities and Counties within the Sacramento-San Joaquin Valley (which includes the Mossdale Tract Area) make findings related to ULOP or the national FEMA standard of flood protection before: (1) entering into a development agreement for any property that is located within a flood hazard zone; (2) approving a discretionary permit or other discretionary entitlement, or a ministerial permit that would result in the construction of a new residence, for a project that is located within a flood hazard zone; or (3) approving a tentative map, or a parcel map for which a tentative map was not required, for any subdivision that is located within a flood hazard zone. Essentially, without the ability to make these required findings, all new development and building permit issuances for residential development in the Mossdale Tract Area would halt. This would exacerbate the current housing shortage, result in declining property values overtime, and impact the economic vitality of the Mossdale Tract Area. As such, it has been determined that achieving ULOP in the Mossdale Tract Area is appropriate.

### **Housing Development Square Footage Basis Exemption Findings**

AB 602 requires that the calculation of the fee on a housing development project be proportionate to the square footage of the proposed units of the development. A nexus study is not required to comply with this requirement if all of the following exemption findings are made:

1. An explanation as to why square footage is not an appropriate metric to calculate fees imposed on housing development projects.
2. An explanation that an alternative basis of calculating the fee bears a reasonable relationship between the fee charged and the burden posed by the development.
3. The other policies in the fee structure support smaller developments, or otherwise ensure that smaller development are not charged disproportionate fees.

#### **AB 602 Exemption Finding 1: Why Square Footage is Not an Appropriate Metric**

The Regional Levee Fee is to be charged on a GDA basis. The GDA metric is more appropriate than a square footage metric because it removes housing density from consideration with respect to the amount of fees charged for a development project. Because the immediate need for additional flood protection is driven in large part by the land use restrictions imposed by SB 5, the demand or necessary amount of flood protection doesn't vary with respect to the number of housing units. The restrictions on the issuance of permits for new residential dwelling units by SB 5 are imposed on any dwelling units regardless of size. Thus, there should be no functional relationship between total amount of fees collected per acre of development. Because, in general, smaller housing units tend to be developed in higher density (more units and thus a greater total amount of square feet per acre) than larger housing units (fewer units and generally less total square footage per acre), the effective per unit cost of the Regional Levee Fee will be lower on smaller homes than for larger homes. Further, the total amount of Regional Levee Fees collected per acre for higher density housing (smaller homes) would be lower as compared to a fee that would be consistent on a per square foot basis. Thus, the fees are lower for smaller housing consistent with the intent of AB 602 to make smaller housing for affordable.

#### **AB 602 Exemption Finding 2: An Alternative Basis That Bears a Reasonable Relationship**

The Regional Levee Fee is to be charged on a GDA basis. The GDA basis bears a reasonable relationship for the reasons discussed in the previous section. The immediate need for flood protection for residential development is primarily driven by the SB 5 restrictions which are not related to the size and density of development. As such, the GDA basis is more equitable as it is not functionally related to size and density of development. However, it still results in a lower effective fee rate per unit for smaller more dense development. Additionally, the methodology behind the calculation for the GDA basis, detailed in the **Regional Levee Fee Methodology** section, takes into consideration the estimated total building square feet and the resulting damageable square feet of structure per acre for each land use category. Therefore, the GDA basis still bears a reasonable relationship between the fee charged and the burden posed by the development.

### **AB 602 Exemption Finding 3: Avoidance of Disproportionate Fees on Smaller Developments**

The GDA basis used in this Nexus study does not impose disproportionate fees on smaller development as the total amount of Regional Levee Fees charged is directly related to the total size of development project. As described above, more dense/smaller development projects will have a lower effective per unit fee than larger less dense development projects. Further, for development projects that do not require a subdivision map, as described in the **Fee Program Administration** section, the calculation of the Regional Levee Fee provides consideration for new, smaller Single-Family development on Vacant land between 0.15 acres and 5 acres by utilizing the assumed coverage ratio of a typical Single-Family home on a standard residential lot. This calculation ensures that smaller residential developments are not charged a disproportional fee in comparison to larger typical Single-Family housing development.

Additionally, subsection ***For Additional Residential Development on Land with Existing Structures*** under the **Fee Calculation** section, addresses relatively new amendments to California law related to development of accessory dwelling units and junior accessory dwelling units.

### ***Procedural Requirements***

It is intended that the Local Agencies will individually adopt the Regional Levee Fee program pursuant to the procedural requirements of AB 1600 and AB 602. The procedures include the following:

- **Conduct a Noticed Public Hearing to Adopt the Nexus Study:** Each Local Agency shall conduct a noticed Public Hearing, to adopt this Nexus Study, at which oral or written presentations can be made, this may be part of a regularly scheduled meeting or a special meeting. This public hearing shall be noticed at least 30 days prior in accordance with Government Code § 66016.5(a)(7).
- **Conduct a Noticed Public Hearing to Adopt the Development Impact Fee:** Each Local Agency shall conduct a noticed Public Hearing, to adopt the development fee associated with this Nexus Study, at which oral or written presentations can be made, as part of a regularly scheduled meeting. This public hearing shall be noticed by publication at least 10 days prior in accordance with Government Code § 6062(a). In addition, notice of the time and place of the meeting, including a general explanation of the matter to be considered, and a statement that any data required by Government Code § 66016(a) is available, shall be mailed at least 14 days prior to the meeting to any interested party who files a written request with the Local Agency for mailed notice of meetings on new or increased fees or service charges.
- **Provide Public Information:** The Local Agency shall provide public information, at least 10 days prior to the Public Hearing, including available public data indicating the amount of estimated costs required to provide the service for which the fee is to be levied.
- **Adopt a Resolution or Ordinance:** AB 1600 requires that any action by a local agency to levy a new fee or service charge or to approve an increase in an existing fee or service charge shall be taken only by ordinance or resolution. Each of the Local Agency City Councils are expected to adopt the fee by resolution and the County Board of Supervisors is expected to implement the fee through an amendment to their Ordinance Code.

Note that Government Code § 66017 states that fees adopted pursuant to the provisions of Government Code § 66016 (those outlined above) are effective no sooner than 60 days after final action on the adoption of the new fee or increase to an existing fee.

## Land Use Categories

AB 1600 sets forth standards by which monetary exactions on development projects are measured. The need for a public facility must be reasonably related to the level of service required, which varies in proportion to a particular land use type.

The following is a list of the land use type categories utilized for the purpose of this Regional Levee Fee:

- **Single-Family Residential:** Includes structures that are single-family dwellings and duplexes. Condominiums, half-plexes, and rural homes are included in this category.
- **Multi-Family Residential:** Includes structures that are occupied by three or more families living independently of each other, under one roof. This category includes triplexes, four-plexes, apartment complexes.
- **Commercial:** Includes offices, retail facilities, hotels, motels, restaurants, service stations and car washes, medical and dental offices, banks, and any other development typically serving and open to the general public.
- **Industrial:** Includes development occupied by manufacturing, warehouses, processing plants, heavy and light industry, lumber yards, storage, bulk plants, truck transfer terminals, and any other development typically serving the manufacturing, storage, or processing industries.

Any development on Agricultural and/or Vacant land are not allocated costs due to the fact that only new urban development necessitates the need for the facilities funded by the fee as a result of increasing EAD. Further details with respect to the specifics of each land use category is discussed within the **Fee Program Implementation** and **Fee Program Administration** sections of this Nexus Study.

## Mossdale Tract Area Land Uses

A central principle to determining a development impact fee is to consider the amount of anticipated future growth over the time horizon of the proposed program. In this case, the scope of facilities needed to provide ULOP within the Mossdale Tract Area are not necessarily functionally related to the amount of planned or existing development. The new facilities will provide a benefit to existing development. As described within the Adequate Progress Report, this Regional Levee Fee program is one of several sources of funding needed to construct the improvements. The facilities funded by this fee need not be allocated to existing development as a separate funding mechanism will cover the benefit received and service provided to existing development.

This fee only applies to planned development within the Mossdale Tract Area that benefits from the facilities providing ULOP. For the purposes of determining the allocation base for the fee, planned development is all development that has been identified by the land use jurisdictions and is expected to obtain a building permit after the implementation of this fee program.

### ***Planned New Development***

Planned new development within Mossdale Tract Area was estimated based on extensive research and coordination with the Local Agencies and development interests. The details of the planned development estimate over the 30-year horizon of the fee program are documented in **Appendix A**. Additional details on the approach and methodology of data collection and synthesis, as well as a detailed summary of planned development by jurisdiction, development area, and land use type, can be found in the *RD 17 Basin Financing Plan Implementation Updated Development Absorption Projections Final Updated Technical Memorandum* prepared by LWA, dated August 18, 2017 and as updated by LWA since 2017 based on actual development and input from the Local Agencies. **Table 1** provides a summary of planned new development by land use that is subject to the fee for the duration of the fee program. This table provides the total GDA by land use category as well as the total number of Single-Family and Multi-Family units and thousands of building square feet for Commercial and Industrial development. The number of units and square footage is provided as a reference for an estimate of the Regional Levee Fee cost per unit or thousand square feet.

**Table 1**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Planned Development Summary**

| Land Use                  | Planned Development             |                               | Measure       |
|---------------------------|---------------------------------|-------------------------------|---------------|
|                           | Gross Developable Acreage (GDA) | Units or 1,000 Building Sq Ft |               |
| Reference                 | Table A-1                       | Table A-2                     |               |
| Single-Family Residential | 1,766                           | 10,356                        | Units         |
| Multi-Family Residential  | 139                             | 2,626                         | Units         |
| Commercial                | 1,211                           | 14,779                        | 1k Bldg Sq Ft |
| Industrial                | 1,466                           | 22,809                        | 1k Bldg Sq Ft |
| <b>Total</b>              | <b>4,582</b>                    |                               |               |



## CAPITAL IMPROVEMENTS AND PROJECTS

### Capital Costs Allocable to Planned Development

As described above and within the *2016 Adequate Progress* and each subsequent Annual Adequate Progress Report Update, a series of improvements are needed to ensure that the levee system meets ULDC and provides ULOP were identified. A detailed cost estimate has been prepared by an engineering team and a financing plan has been developed in support of the 2021 Adequate Progress Report Update to demonstrate how the LFMA, SJAFCA, intends to generate the funds needed to implement the levee improvement program.

The LFMA plan for flood protection through the year 2029 consists of two components; (1) RD 17's ongoing Levee Seepage Repair Project (LSRP) and (2) SJAFCA's Phase 4 Project that will achieve ULDC 200-year flood protection for the Mosssdale Tract Area.

SJAFCA is implementing the Phase 4 Project in the following outlined steps:

1. ULDC engineering analysis and identification of deficiencies (completed March 22, 2016)
2. Design and environmental evaluation of levee improvements to cure ULDC deficiencies
3. Implementation of levee improvements to cure ULDC deficiencies

The Regional Levee Fee will only be levied on Planned Development within the Mosssdale Tract Area. This means that the portion of the costs allocable to existing development will not be raised through this fee program. As described in the *2021 Adequate Progress Report Update*, the LFMA has identified various other funding sources including:

- Net revenues from RD 17's existing Special Assessment District;
- A new Overlay Assessment District;
- A new Enhanced Infrastructure Financing District (EIFD); and,
- State and/or Federal grant funding opportunities

### Summary of Capital Improvements Funded by the Development Impact Fee

The estimated costs for the Phase 4 Project and associated ULOP program implementation costs are shown in **Table 2** in 2021 dollars. **Appendix B** provides the discount and escalation of total SJAFCA project expenditures found in the 2021 Adequate Progress Report Update. The net costs funded by this Regional Levee Fee, along with the near-term assumptions related to the specific costs and associated fee program revenues generated through 2029 are also shown on **Table 2**. The total cost of capital improvements, repayment of the County EIFD Loan, and EIFD reimbursements to the Local Agencies total approximately \$332.8 million in 2021 dollars. Based upon the financing plan detailed within the 2021 Adequate Progress Report Update, other sources of funding are estimated to contribute approximately \$244.2 million which will fund existing development's portion of the costs of the Phase 4 Project. The remaining estimated \$88.6 million will be funded by Planned Development through this Regional Levee Fee program. This amount is used as the basis for calculating the Regional Levee Fee.

In the near term (through 2029), as detailed within the 2021 Adequate Progress Report Update and summarized in **Table 2**, the Regional Levee Fee program is expected to generate approximately \$76.2 million and cover a portion of the upfront costs of the levee improvement program.

A detailed outline of the allocated costs to each development project is identified in **Appendix A**. An estimate of the revenues generated by the Regional Levee Fee over time are included in **Appendix C**. These estimates and associated analyses support the information contained in the 2021 Adequate Progress Report Update.

**Table 2**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Cost Estimate Summary & Near-Term Costs Covered by the Fee**

| Item   | Estimated Cost [1]         |
|--|----------------------------|
| <b>Local Cost Funded by the Fee</b>                        |                            |
| SJAFCA Project Expenditures                                | \$235,358,352              |
| County EIFD Loan Repayment                                 | \$24,486,962               |
| EIFD Reimbursement to Agencies                             | \$73,000,000               |
| (less) Assumed other Funding Sources [2]                   | <u>-\$244,238,456</u>      |
| <b>Net Local Cost Funded by the Fee</b>                    | <b><u>\$88,606,858</u></b> |
| <b>Near Term Project Costs Funded by the Fee [3]</b>       |                            |
| ULOP Program Planning & Implementation                     |                            |
| Pre-Project Expenditures                                   | \$3,229,308                |
| Funding Program Implementation Costs [4]                   | <u>\$1,554,259</u>         |
| <i>Subtotal ULOP Program Planning &amp; Implementation</i> | <i>\$4,783,568</i>         |
| Fix-In Place Project Soft Costs (Fee Funded)               | <u>\$71,436,826</u>        |
| <b>Total Near Term Project Costs Funded by the Fee</b>     | <b><u>\$76,220,394</u></b> |
| <b>Near Term Projected Fee Revenues</b>                    |                            |
| Developer Advances & Agency Funding [5]                    | \$4,782,419                |
| Development Fee Program (Fee Revenues)                     | <u>\$71,437,974</u>        |
| <b>Total Near Term Fee Program Revenues</b>                | <b><u>\$76,220,394</u></b> |

Source: 2021 Adequate Progress Update Report with updates by LWA as of December 2021.

[1] Costs and other revenues, reflect amounts received between 2014 & 2029 stated in 2021 dollars based on a 3% escalation rate. Present value \$.

[2] Other funding sources include those described within the Adequate Progress Report (including escalation) as follows:

- Net revenues available from RD 17's existing Mossdale Tract Assessment District
- A new SJAFCA Overlay Assessment District
- A new SJAFCA Enhanced Infrastructure Financing District
- EIFD / Overlay Assessment Bond Net Bond Proceeds

[3] Reflects Project Costs assumed to be incurred through 2029 as detailed within the Adequate Project Report (Reference Table 4 Sources & Uses). Gross Nominal \$ from APR.

[4] Includes costs associated with development of other funding sources. Could include reimbursements to the Cities for bridge funding.

[5] Reference Table C-8.

## REGIONAL LEVEE FEE METHODOLOGY

In accordance with AB 1600, a calculation of development impact fees must be accompanied by an analysis with enough detail to justify that a thorough consideration was applied in the process of determining how the fees relate to the impacts from new development. Findings must ensure that a reasonable relationship exists between the proposed fees and the development upon which they will be levied. This section describes the methodology utilized in this report in accordance with the requirements of AB 1600.

The fee methodology utilized here includes the following steps:

1. Qualitatively determine and describe the land use categories utilized as the basis for the fee.
2. Quantify the projected growth within the benefiting area in each of the land use categories in terms of GDA.
3. Describe and estimate the capital improvement costs and their applicability to planned new development.
4. Estimate the total building footprint square feet in each land use category and the resulting damageable square feet of structure per acre for each land use category.
5. Use the estimated damageable square feet per acre, an assumed relative structure value per structure type, and the assumed flood damage percentage to estimate the average structure damage per acre per structure type.
6. Use an estimated relative land value per land use category and assumed flood damage percentage to estimate an average land damage per acre per land use category.
7. Use the estimated structure and land damages to determine an estimated total damage per acre per land use category.
8. Apply a loss of use and life safety factor to adjust the total damage per acre to determine an adjusted damage per acre per land use category.
9. Determine a relative Property Damage Index by relating the adjusted damage per acre for each land use category to that of the adjusted damage per acre for the Single-Family Residential land use category.
10. Utilize the Property Damage Index to determine the adjusted equivalent acreage which represents a weighted amount of planned development acreage by land use type within the Mossdale Tract Area.
11. Proportionately allocate the capital improvement costs to each land use category based upon the adjusted equivalent acreage.
12. Determine the cost per GDA by dividing the allocated costs by the GDA of each land use category.
13. Add to each cost per acre the costs of administration of the fee program to determine the fee amount per acre per land use category to be collected by the land use agencies.

### Cost Allocation and Calculation

The purpose of allocating the capital improvements costs among the various land uses is to provide an equitable method of funding the required improvements. The key to the cost apportionment of capital improvements to different land use types is the assumption that the benefits derived from the facilities are

related to land use type and that such benefits can be stated in relative terms. Only by relating the benefit received from the facilities and the services they provide to land use types can a reasonable nexus, or relationship, be established for the apportionment of costs to that land use.

Since the nature of the improvements in this Nexus Study relate to establishing ULOP in the Mosssdale Tract Area, the equivalency factor determined in Step 9 above and utilized here is the Property Damage Index. The Property Damage Index is a relative factor that relates the adjusted property damages by land use to the property damage of an acre of Single-Family development. The greater the index value, the greater the impact in terms of property damage and loss of use and life associated with a possible flood. An index value closer to zero would indicate lower damage costs and loss of use and life associated with a flood. Given these facts, utilizing the Property Damage Index as described above is a reasonable method to allocate costs proportionately based on land use.

The following describes the series of tables that calculate the Regional Levee Fee using the method described above:

Using the estimated total building square feet and the assumed average building stories, **Table 3** determines the estimated building footprint square feet and the associated damageable square feet of structure per acre.

After calculating the damageable square feet of structure per acre for each land use category, the value is then multiplied by the relative structure value per square foot and the assumed flood damage percentage to find the average structure damage per acre, as shown in **Table 4**. The relative structure value and assumed flood damage percentage are based upon similar values utilized within the Reclamation District No. 17 Mosssdale Tract Assessment Engineer's Report prepared by Kjeldsen, Sinnock & Neudeck, Inc. dated May 15, 2008. **Table 5** uses the relative land value per acre and assumed damage percentage to find the average land damage per acre. The relative land value per GDA is based upon recent land value research completed by LWA to determine equivalent land value estimates for land within the region. Information was obtained from various sources including recently completed appraisal prices for vacant land.

By summing the average structure and land damage values per acre determined in **Table 4** and **Table 5**, a total damage per acre can be determined. The total damage is then adjusted by a loss of use and life safety factor, a factor determined by how many hours per day individuals occupy structures in each land use category. This factor is multiplied by the total damage per acre to determine an adjusted damage per acre. The adjusted damage per acre amount is then used to find the Property Damage Index or equivalency factor, as illustrated in **Table 6**.

The Property Damage Index from **Table 6** is used to determine an adjusted equivalent acreage. This amount is used to allocate the local cost to each land use category on a proportional adjusted equivalent acreage basis for each land use category. The allocated cost is then divided by the total GDA in each land use category to find the cost share per GDA. Finally, using the total local cost share and the total number of units/1,000 building square feet in **Table 7**, a demonstrative average cost per unit and cost per 1,000 building square feet can be determined.

**Table 8** shows the allocated costs per GDA of the fee and the additional administrative charge of 3% to determine the total fee amount on a per GDA basis for each land use type.

**Appendix C** shows the cost allocated on each project based on the Planned Development description in **Appendix A**.

**Table 3**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Damageable Square Feet of Structure Per GDA**

| Reference | Land Use          | Gross Developable Acreage | Units or Sq Ft | Estimated Total Building Sq Ft | Assumed Average Building Stories | Estimated Building Footprint Sq Ft | Damageable Sq Ft of Structure per GDA |
|-----------|-------------------|---------------------------|----------------|--------------------------------|----------------------------------|------------------------------------|---------------------------------------|
|           |                   | Table 1                   | Table 1        | C=Actual or Assumed Units      | D                                | E=C/D                              | F=E/A                                 |
|           |                   | A                         | B              |                                |                                  |                                    |                                       |
|           | Single-Family [1] | 1,766                     | 10,356         | 18,640,728                     | 1.17                             | 15,977,767                         | 9,047                                 |
|           | Multi-Family [2]  | 139                       | 2,626          | 2,363,400                      | 2.00                             | 1,181,700                          | 8,501                                 |
|           | Commercial        | 1,211                     | 14,779         | 14,779,160                     | 1.00                             | 14,779,160                         | 12,207                                |
|           | Industrial        | 1,466                     | 22,809         | 22,808,545                     | 1.00                             | 22,808,545                         | 15,553                                |
|           | <b>Total</b>      | <b>4,582</b>              |                | <b>58,591,833</b>              |                                  | <b>54,747,172</b>                  |                                       |

[1] Assumes average of all Single-Family homes is 1,800 square feet per unit and average of single-story Single-Family homes is 1,540 square feet.  
[2] Assumes average 900 square feet units.

**Table 4**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Relative Structure Damage Per GDA**

| Land Use      | Relative Structure Value Per Sq Ft [1] | Damageable Sq Ft of Structure per GDA | Assumed Flood Damage Percentage [1] | Average Structure Damage Per GDA |
|---------------|--|---------------------------------------|-------------------------------------|----------------------------------|
| Reference     | A                                      | B                                     | C                                   | D=A*B*C                          |
| Single-Family | \$60.00                                | 9,047                                 | 39%                                 | \$213,496                        |
| Multi-Family  | \$60.00                                | 8,501                                 | 39%                                 | \$198,928                        |
| Commercial    | \$70.00                                | 12,207                                | 72%                                 | \$618,049                        |
| Industrial    | \$50.00                                | 15,553                                | 79%                                 | \$616,927                        |

Source: Reclamation District No. 17 Mossdale Tract Assessment Engineer's Report

[1] The RD 17 Area Engineer's Report does not distinguish Single-Family from Multi-Family in the Residential land use category therefore the same relative structure value and flood damage percentage were utilized for both land uses.



**Table 5**  
**Mosssdale Tract Area: Regional ULOP Levee Impact Fee**  
**Relative Land Damage Per GDA**

| <b>Land Use</b> | <b>Relative Land Value Per GDA [1]</b> | <b>Assumed Flood Damage Percentage</b> | <b>Average Land Damage Per GDA</b> |
|-----------------|--|--|------------------------------------|
|                 | <b>A</b>                               | <b>B</b>                               | <b>C=A*B</b>                       |
| Single-Family   | \$134,000                              | 10%                                    | \$13,400                           |
| Multi-Family    | \$134,000                              | 10%                                    | \$13,400                           |
| Commercial      | \$260,000                              | 10%                                    | \$26,000                           |
| Industrial      | \$137,000                              | 10%                                    | \$13,700                           |

**Table 6**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Relative Property Damage Index**

| Land Use      | Average Structure Value |          | Average Land Value Damage |         | Total Damage Per Acre | Loss of Use and Life Safety Factor [1] |       | Adjusted Total Damage Per Acre | Relative Property Damage Index |
|---------------|-------------------------|----------|---------------------------|---------|-----------------------|--|-------|--------------------------------|--------------------------------|
|               | Table 4                 | Table 5  | Table 4                   | Table 5 |                       | D                                      | E=C*D |                                |                                |
| Reference     | A                       | B        | C=A+B                     | D       | F=E/(\$680,687)       |  |       |                                |                                |
| Single-Family | \$213,496               | \$13,400 | \$226,896                 | 3.00    | \$680,687             | 1.00                                   |       |                                |                                |
| Multi-Family  | \$198,928               | \$13,400 | \$212,328                 | 3.00    | \$636,984             | 0.94                                   |       |                                |                                |
| Commercial    | \$618,049               | \$26,000 | \$644,049                 | 1.00    | \$644,049             | 0.95                                   |       |                                |                                |
| Industrial    | \$616,927               | \$13,700 | \$630,627                 | 0.80    | \$504,502             | 0.74                                   |       |                                |                                |

[1] A ratio of 3:1 based on 24 hours for residential uses versus 8 hours Commercial. A ratio of 3:0.8 for Industrial based upon an assumed lower use factor for Industrial Buildings.

**Table 7**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Apportionment of Cost Per GDA**

| Land Use Reference | Table 1      |      | Property Damage Index | Adjusted Equivalent Acreage | Local Cost Share Percentage | Local Cost Share    | Table 2  |           | Table 1          |       | Comparative Analysis [1] |       |
|--------------------|--------------|------|-----------------------|-----------------------------|-----------------------------|---------------------|----------|-----------|------------------|-------|--------------------------|-------|
|                    | A            | B    |                       |                             |                             |                     | C=A*B    | D=C/4,129 | E=D*\$88,606,858 | F=E/A | G                        | H=E/G |
| Single-Family      | 1,766        | 1.00 | 1.00                  | 1,766                       | 42.8%                       | \$37,902,679        | \$21,462 | 10,356    | \$3,660          |       |                          |       |
| Multi-Family       | 139          | 0.94 | 0.94                  | 130                         | 3.2%                        | \$2,791,746         | \$20,084 | 2,626     | \$1,063          |       |                          |       |
| Commercial         | 1,211        | 0.95 | 0.95                  | 1,146                       | 27.7%                       | \$24,585,694        | \$20,307 | 14,779    | \$1,664          |       |                          |       |
| Industrial         | 1,466        | 0.74 | 0.74                  | 1,087                       | 26.3%                       | \$23,326,739        | \$15,907 | 22,809    | \$1,023          |       |                          |       |
| <b>Total</b>       | <b>4,582</b> |      |                       | <b>4,129</b>                | <b>100%</b>                 | <b>\$88,606,858</b> |          |           |                  |       |                          |       |

[1] Single-Family and Multi-Family shown in units; Commercial and Industrial is shown in 1,000s of square feet.

**Table 8**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Development Fee Rate Summary**

| Land Use Reference | Cost Share per GDA<br>Table 7 | Administrative Fee<br>3%<br>B = A * 3% | Fee Rate Per GDA | Demonstrative Purposes Only        |   |
|--------------------|-------------------------------|--|------------------|------------------------------------|---|
|                    |                               |  |                  | Units or 1,000 Building Sq Ft/Acre | Fee Rate per Unit or 1,000 Building Sq Ft [1] |
| Single-Family      | \$21,462                      | \$644                                  | \$22,106         | 5.86                               | \$3,770                                       |
| Multi-Family       | \$20,084                      | \$603                                  | \$20,686         | 18.89                              | \$1,095                                       |
| Commercial         | \$20,307                      | \$609                                  | \$20,916         | 12.21                              | \$1,713                                       |
| Industrial         | \$15,907                      | \$477                                  | \$16,384         | 15.55                              | \$1,053                                       |

[1] Single-Family and Multi-Family shown in units; Commercial and Industrial shown in 1,000s of square feet.

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## FEE PROGRAM IMPLEMENTATION

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The Regional Levee Fee calculations presented in this Nexus Study are based on the best improvement cost estimates, administrative cost estimates, and land use information available at this time. If costs change significantly, if the type or amount of new projected development changes, or if other assumptions significantly change such as federal or state standards, this Nexus Study and the program should be updated accordingly.

### Regional Levee Fee Collection

This Nexus Study is being prepared as a regional fee with the intent that each of the Local Agencies individually adopt the Region Levee Fee and collect and remit the fees to SJAFCA. It is expected that agreements will be entered into with the respective land use agencies in the Mossdale Tract Area to remit the Regional Levee Fee to SJAFCA to complete the Project. It is expected that subsequent to the adoption of this Nexus Study, each Local Agency will develop formal procedures needed for the efficient administration and collection of the fee. These Administrative Procedures are expected to clarify any specific conditions that would trigger the collection of the Regional Levee Fee as well as clarify the specific conditions that may exempt a property from the Regional Levee Fee as further described in the subsection **Exemptions From the Fee**, below. The procedures will also specify how the Local Agency will ensure the appropriate imposition of the fee through a development condition as well as any specifics as to the calculation and collection of the fee. The procedures will allow for variations in the method of payment as described in this section.

### Fee Triggers/Applicability

The Fee will apply to all Planned Development in the Mossdale Tract Area that creates a flood protection impact. Planned Development is defined as all development that is required to obtain a building permit within the Mossdale Tract Area. Fee collection will take place prior to issuance of a building permit by the Local Agency.

### Fee Collection Deferral

As stated above, Fee collection is to take place prior to the issuance of a Building Permit. Collection of the fee may be deferred beyond this point if the Local Agency has adopted an agency-wide fee deferral program applicable to all development projects. Any other deferral of Fee collection must be incorporated into a Local Agency's conditions of approval of the proposed development and/or into a development agreement or other contractual arrangement for the project. In all cases, Fee collection must take place before Final Inspection or Certificate of Occupancy as applicable.

### Regional Levee Fee Program Boundary

The Regional Levee Fee calculations are based upon the total costs of the levee improvement program and estimated amount of development within the 200-year floodplain in the Mossdale Tract Area which encompasses the entire benefit area. By virtue of the cost allocation process, this Regional Levee Fee program

will generate a proportional amount of fee revenue from the share of Planned Development within each of the Local Agencies. **Figure 1** illustrates the Regional Levee Fee Program Boundary.

## Exemptions From the Fee

The following land uses and/or development projects are exempt from the Regional Levee Fee:

1. Agricultural: Development projects on agricultural land including development of Rural Residential parcels greater than 5 Acres in size.
2. Pre-Existing Structures: Development projects that require a building permit and are not increasing the amount of new structure square footage are exempt from the fee if the project involves adding less than 300 new square feet. Projects adding more than 300 square feet are subject to the fee and the fee will be applicable to the additional square footage in excess of 300 new square feet.
3. Replacement due to Damage: Development projects that are a replacement, in kind, because of damage (such as fire damage or other natural disaster). Any additional square footage in excess of 300 new square feet will be subject to the fee (reference No. 2 above).
4. Accessory Dwelling Units (ADUs): Development projects considered to be Accessory Dwelling Units by the permitting agency and are less than 750 square feet.
5. Structures Raised Above the 200-Year Floodplain Elevation: Development projects with structures raised above the 200-year flood elevation as determined by the Local Agencies or structures removed from the 200-year floodplain by flood control improvements that meet the design standards applicable to the federal-state flood control system as determined by the Local Agencies.
6. Open Space: Any development project that takes place on open space land.
7. Public Agency Owned Land (including federal, state, and local agencies): Any development project located on land owned by a government agency and is to be used solely for public use.

### *Exceptions to the Exemptions*

With written approval from the Local Agency having jurisdiction, any or all portions of the proposed fees may be waived if it can be determined that a proposed project will not derive permanent benefit from the improvements for which the fees are collected (i.e., it can be shown that the property does not benefit from the flood protection). Written fee waivers may be available on a case-by-case basis for certain temporary structures, such as a mobile temporary structure used for construction management purposes.

## Coverage Period

The Regional Levee Fee is to be collected beginning the 61st day after the adoption of the Resolution approving the fee, as adopted by the SJAFCA Board of Directors and for 30-years thereafter, unless further amended or repealed.

## Administration Costs

The estimated cost of administration for the Regional Levee Fee has been included in the fee rates shown in **Table S-1**, **Table S-2** and **Table 8**. The proposed administrative fee is 3% of the cost of the fee. However, to

the extent each Local Agency has its own process for determining the administrative cost of the fee, this amount may be adjusted by each Local Agency accordingly. These administrative costs will cover the following:

- The development and administration of the Regional Levee Fee Program.
- Accounting costs associated with the Regional Levee Fee.
- Annual review of the fee program costs, fees, and policies.
- Annual reporting requirements associated with the fee program.
- Any other ongoing and recurring administrative procedures associated with the program.

### **Variations in Method**

The Local Agencies will allow for variations in the method of fee payment, including:

- Use of any lawfully created Assessment District or Community Facilities District (CFD) to finance fee payment;
- Voluntary accelerated payment of the fee at the time of filing of any application for a tentative subdivision map, parcel map, or an earlier land use application, at the then-applicable rate; and,
- The collection of fees or other payments to fund improvements by the land use jurisdictions that are to be used by agreement to directly fund or reimburse the cost of the facilities funded by the fee.

The use of these alternative payment mechanisms and the collection of the Regional Levee Fee may vary among the Local Agencies, however, in any case, the alternative method of payment will be documented within an agreement or memorandum by the Local Agency.

### **Fee Credit / Reimbursement for the Design and Construction of Facilities**

Developers may fund the planning, design, and construction of a portion of the facilities funded by the fee in exchange for credits against their individual project's fee obligation. In the event that a developer agrees to advance fund fees or directly plan, design, construct, and/or deliver facilities, a Local Agency will enter into a separate agreement with the developer specifying the level of fee credit, the process for receiving the credit, and the terms for utilizing the credit, in exchange for the planning, design, construction, and delivery of the facilities. In the event the value of the fee credit exceeds the Regional Levee Fee obligation and a reimbursement might be due, the agreement would also specify the specific terms upon which a reimbursement would be provided. Any fee credits and/or reimbursements will be provided in a manner consistent with SJAFCA adopted fee crediting policies. No credit for the Regional Levee Fee or reimbursement will be provided to a developer before entering into a credit and/or reimbursement agreement with the applicable Local Agency.

### **Refunds and Appeals Process**

An applicant who has paid the Regional Levee Fee may request that such fee be refunded at any time prior to commencement of the development, although to do so would terminate any approved application or permit. Refunds will be made according to the policies and procedures of the Local Agencies and SJAFCA, as they are

developed, and may reflect deductions to compensate for handling and administrative costs incurred by the Local Agencies and SJAFCA in processing the fee calculation, collection, and refund request.

Appeals regarding the determination of the applicability and amount of the development fee are to be made in writing to the SJAFCA Executive Director. The Executive Director shall respond to the appeal request in writing within 30 days. The Executive Director's determination may be appealed to the SJAFCA Board of Directors. Any determination by the Board of Directors shall be considered final.

### **Annual Inflation Adjustment**

The Regional Fee shall be adjusted each succeeding July 1<sup>st</sup>, commencing July 1, 2023, to reflect inflationary costs. The base fee rate shown in this study shall increase annually by the ratio which the *Engineering News Record's* Construction Cost Index (20 Cities) for the most recent December bears to the December 2021 index.



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## FEE PROGRAM ADMINISTRATION

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The following describes the general procedures for the administration of the Regional Levee Fee. Each Local Agency's staff may develop more detailed administrative procedures or implement more specific policies after the adoption of the program to more efficiently administer the program and provide needed clarification in certain circumstances.

### Fee Calculation

To calculate the Regional Levee Fee the following information is required:

- Land use category of the new development
- The Gross Developable Acreage (GDA) of the New Development as defined below
- The current fee rates

The following provides detailed information on each requirement.

#### *Land Use Categorization*

Each Local Agency's respective building department will determine the correct Regional Levee Fee rate by classifying the proposed development into one of the following four land use categories:

- Single-Family Residential
- Multi-Family Residential
- Commercial
- Industrial

To classify the proposed development into one of the four land use categories, the agency will use the following information:

- The land use type from each Local Agency's zoning code that applies to the land upon which the development is proposed; and
- The descriptions of the four land use categories in this report found in the Land Use Categories discussion on Page 11.

#### *Determining the Gross Developable Acreage (GDA) of a New Development*

A GDA of a New Development, for purposes of this fee calculation, is determined as described below:

##### **For New Development of Vacant Land**

In the case where a New Development is being constructed on vacant land or land that has not previously been developed:

### **Residential Land Uses**

- For Single-Family residential projects that consist of residential uses that require a Tentative and Final Map (i.e. more than 4 units), the GDA is the gross acreage of the large lot parcel or resulting parcels excluding major dedicated public land uses, such as major arterials, major collectors, drainage, utilities corridors, parks, schools, and other public facilities. An example calculation of GDA for this case is shown in **Appendix D**.
- For all other Single-Family residential projects that have impacts to the Mossdale Tract Area facilities the GDA is determined as follows:
  - For parcels up to 0.15 acres, the GDA is the actual acreage of the parcel.
  - For parcels greater than 0.15 acres but less than 5 acres, the acreage is based on an assumed coverage ratio of a typical Single-Family home on a standard residential lot. The GDA will be calculated by multiplying the square footage<sup>1</sup> of the residential structure by three and expressing this square footage in terms of acres (dividing by 43,560 square feet per acre). However, in no case will this resulting amount exceed the actual acreage of the parcel.
- For all Multi-Family residential projects, GDA is determined to be equivalent to the entire gross acreage of the parcel being developed.

### **Nonresidential Land Uses (Commercial and Industrial)**

- For Retail/Office/Industrial/Commercial projects, GDA is determined by the actual acreage of the parcel where a structure being constructed less major dedicated public land uses, such as major arterials, major collectors, drainage, utilities corridors, parks, schools, and other public facilities.

#### For Development on Land with Existing or Pre-Existing Structures

In the case of expansion in excess of 300 square feet of an existing structure or the construction of a new structure within two years after demolition of a previous structure, GDA will be calculated as follows:

### **Residential Land Uses**

- For a residential expansion project, if the project involves the addition of new square footage of 300 square feet or more, the GDA will be calculated by multiplying the square footage of the expansion in excess of 300 square feet by three then expressing this square footage in terms of acres (dividing by 43,560 square feet per acre.)
- For residential replacement projects, if the project involves development of a new residential structure after the demolition of a pre-existing structure (regardless of the use of the pre-existing structure), and the new structure is larger than the demolished structure by more than 300 square feet, the GDA will be calculated by multiplying the net new square footage in excess of 300 square

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<sup>1</sup> **Square Footage** can be generally classified as all square footage of the structure excluding the square footage of garages, porches, decks, external entryways, awnings, carports, driveways, breezeways, out-buildings, carriage houses, sheds, and other similar non-habitable portion of the structure.

feet by three then expressing this square footage in terms of acres (dividing by 43,560 square feet per acre). The net new square footage in excess of 300 square feet will be determined by subtracting the documented previously existing structure square footage plus 300 square feet from the new structure square footage.

- For a residential development project that involves development of a new residential structure, separate from the existing structure, please see the follow section, **For Additional Residential Development on Land with Existing Structures**.

#### ***Nonresidential Land Uses***

- For Retail/Office/Commercial or Industrial expansion projects, if the project involves the addition of new square footage of 300 square feet or more, the GDA will be calculated by calculating the total net new square footage in excess of 300 square feet and expressing this square footage in terms of acres (dividing by 43,560 square feet per acre).
- For Retail/Office/Commercial or Industrial replacement projects, if the project involves development of a new nonresidential structure after the demolition of a pre-existing structure (regardless of the use of the pre-existing structure) and the new structure is larger than the demolished structure by more than 300 square feet, the GDA will be calculated by calculating the total net new square footage in excess of 300 square feet and expressing this square footage in terms of acres (dividing by 43,560 square feet per acre). The net new square footage in excess of 300 square feet will be determined by subtracting the documented habitable square footage of the previously existing structure from the new square footage.
- For a Retail/Office/Commercial or Industrial project that involves development of a new nonresidential structure, separate from the existing structure, the GDA will be calculated by calculating the total net new square footage and expressing this square footage in terms of acres (dividing by 43,560 square feet per acre).

#### **For Additional Residential Development on Land with Existing Structures**

This section addresses the impacts of amendments to California law, effective January 1, 2020, related to ADUs and junior accessory dwelling units (JADUs) on Regional Impact Fee Program. Chapter 653, Statutes of 2019 (Senate Bill 13, Section 3), Chapter 655, Statutes of 2019 (Assembly Bill 68, Section 2), and Chapter 659 (Assembly Bill 881, Section 1.5 and 2.5) build upon recent changes to ADU and JADU law (Government Code Section 65852.2, 65852.22 and Health & Safety Code Section 17980.12), collectively “ADU Law”, and further address barriers to the development of ADUs and JADUs.

This section relies on the information provided in the State of California – Business, Consumer Services, and Housing Agency, Department of Housing and Community Development, Division of Housing Policy Development memorandum issued by Zachary Olmstead, Deputy Director, dated January 10, 2020, regarding Local Agency Accessory Dwelling Units. The State of California memorandum is attached hereto for reference.

The ADU Law impacts the Regional Levee Fee by requiring new exemptions or limitations based on the size of an ADU. The ADU Law requires that ADUs up to 750 square feet be exempt from impact fees and impact fees

for an ADU of 750 square feet or larger be proportional to the relationship of the ADU to the primary dwelling unit (Government Code § 65852.2 (f)(3)).

***Residential Accessory Dwelling Units***

- For ADUs and JADUs less than 750 square feet, the Regional Levee Fee will not be collected.
- For ADUs of 750 square feet or more, the Fee will be calculated proportionately in relation to the square footage of the primary dwelling unit. First the fee for the existing primary residence needs to be calculated, then the proportionate fee for the ADU will be calculated using this information.

**Table 9** provides example ADU calculations based on the Single-Family Residential (SFR) Fee rate per GDA calculated in this Nexus Study.

**Table 9**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Example ADU Fee Calculations**

| Description                   | Formula        | Example 1 [1]     | Example 2         | Example 3         | Example 4         | Example 5         |
|-------------------------------|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b>Existing Residence</b>     |                |                   |                   |                   |                   |                   |
| SFR Fee Rate                  | A              | \$22,105.73       | \$22,105.73       | \$22,105.73       | \$22,105.73       | \$22,105.73       |
| Acres                         | B              | 0.16              | 0.16              | 0.16              | 0.25              | 0.25              |
| Square Feet                   | C              | 1,500             | 1,500             | 1,500             | 2,500             | 2,500             |
| <b>Existing Residence Fee</b> | <b>D = A*B</b> | <b>\$3,536.91</b> | <b>\$3,536.91</b> | <b>\$3,536.91</b> | <b>\$5,526.43</b> | <b>\$5,526.43</b> |
| <b>New ADU</b>                |                |                   |                   |                   |                   |                   |
| Square Feet                   | E              | 700               | 900               | 1,200             | 1,200             | 900               |
| Ratio to Existing             | F = E/C        | N/A               | 0.60              | 0.80              | 0.48              | 0.36              |
| <b>New ADU Fee</b>            | <b>G = D*F</b> | <b>\$0.00</b>     | <b>\$2,122.14</b> | <b>\$2,829.52</b> | <b>\$2,652.68</b> | <b>\$1,989.51</b> |

[1] ADU is less than 750 square feet and therefore is exempt from the Fee.

## Calculation Steps

The following steps are required to calculate the development fee:

1. Determine the land use category based on the characteristics of the New Development and the descriptions of the land use categories.
2. Determine the GDA of the New Development using the definition of GDA above.
3. Determine the total Regional Levee Fee by multiply the fee rate from step 1 and the GDA from step 2.

This is the fee applicable to the New Development.

## Per Unit Fee Collection for Single-Family Residential Development

The above steps describe the calculation of the Regional Levee Fee on a New Development basis. In the case where a New Development is for subdivision of Single-Family Residential units and the fee has been calculated for an entire subdivision, the fee may be collected at the issuance of each building permit (and deferred to Final Inspection) for each residential unit. In this case, each Local Agency will determine the per unit GDA by dividing the GDA of the entire subdivision by the number of Single-Family units in the subdivision. This resulting per unit GDA will be multiplied by the current fee rate at the time of payment to determine the per unit fee cost.

## Fee Revenue Accounting

The revenues raised by payment of the Regional Levee Fee shall be placed in a separate fund established by the SJAFCA (the Regional Levee Fee Fund). Separate and special accounts may be established in the Regional Levee Fee Fund and used to account for collected revenues, along with any interest earnings. Each Local Agency will remit the collected funds to SJAFCA pursuant to the terms of the collection agreement executed between SJAFCA and the Local Agency.

## Periodic Review and Cost Adjustment

SJAFCA will periodically review actual project costs and Regional Levee Fee collections to determine if any updates to the program are warranted. The periodic review will occur no less than every eight years. During these reviews, the following aspects will be analyzed:

- Changes to the Improvements to be funded by the Regional Levee Fee program
- Changes in the cost to update or administer the Regional Levee Fee program
- Changes in annual financing costs
- Changes in assumed land uses
- Changes in other funding sources

Any changes to the Regional Levee Fee based on the periodic update will be presented to the Local Agency's Board for approval before an increase of the fee will take effect.

Pursuant to Government Code § 66001(d), the fifth fiscal year following the first deposit into the fee account or fund, and annually thereafter, each Local Agency is required to make all the following findings about that portion of the account or fund remaining unexpended:

- Identify the purpose for which the fee is to be used.
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
- Identify all sources and amounts of funding anticipated to fulfill the Phase 4 improvements.
- Designate the approximate dates that the funding referred to in the above paragraph is expected to be deposited in the appropriate account or fund.

SJAFCA must refund the unexpended or uncommitted revenue portion for which a need could not be demonstrated in the above findings unless the administrative costs exceed the amount of the refund.

## NEXUS FINDINGS

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### Authority

This report has been prepared in support of the Regional Levee Fee in accordance with the procedural guidelines established in AB 1600, codified in California Government § 66000 et. seq. This code section sets forth the procedural requirements for establishing and collecting development impact fees. The procedures require that a “reasonable relationship or nexus must exist between a governmental exaction and the purpose of the condition.”

Specifically, each Local Agency imposing a fee must:

1. Identifying the purpose of the fee.
2. Identifying how the fee is to be used.
3. Determining that a reasonable relationship exists between the fee’s use and the type of development project on which the fee is imposed.
4. Determining how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
5. Demonstrating a reasonable relationship between the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed.

### Summary of Nexus Findings

The Regional Levee Fee to be collected by each Local Agency is calculated based on applicability of planned new development to the capital improvement project and standardized acreage proportion of the land use category to the total cost of the improvement. With this approach, the following findings are made regarding the Regional Levee Fee.

#### ***Requirement 1: Purpose of Fee***

The capital improvements funded by the Regional Levee Fee are necessary to serve new Residential, Commercial, and Industrial development as described in the *2016 Adequate Progress Report* and each subsequent Annual Adequate Progress Report Update.

#### ***Requirement 2: Use of the Fee***

The Regional Levee Fee will be used to design and construct levee improvements that meet ULDC standards to provide ULOP for the Mossdale Tract Area as further described in the *2016 Adequate Progress Report* and each subsequent Annual Adequate Progress Report Update approved by SJAFCA.

#### ***Requirement 3: Relationship Between Use of Fees and Type of Development***

Development of Residential, Commercial, and Industrial land uses within the Mossdale Tract Area will require improved flood control and flood protection services. This Regional Levee Fee, in conjunction with other funding sources, will fund the improved SJAFCA flood protection system that will provide ULOP.



***Requirement 4: Relationship Between Need for Facility and Type of Development***

Each Residential, Commercial, and Industrial development project adds to the incremental need for flood protection because of the increase in damage that would occur as a result of an uncontrolled flood, and the increased burden that the damages will place on the Local Agencies and SJAFCA. For the new development described in this Nexus Study to occur within the Mossdale Tract Area, the level of flood control needs to be improved to provide ULOP to the Area.

***Requirement 5: Relationship Between Amount of Fees and Cost of Facility***

The appropriate common use factor for allocating costs to each land use is the Relative Property Damage Index. Table 6 shows the respective Relative Property Damage Index for each land use.

SJAFCA, acting as LFMA has estimated the total cost of the required facilities. The allocation of the costs based on the acres adjusted by the Property Damage Index has been presented in Table 7. The result is the cost of the improvements attributed to each acre of Residential, Commercial, and Industrial development. This allocation demonstrates the relationship between the amount of fee and the cost of the portion of the facility attributed to the specific type of development upon which the fee is imposed.

## APPENDIX A – PLANNED DEVELOPMENT DETAILS

### Summary of Planned Development

1. Development that is expected to take place over the next 30-years is subject to the Fee. Development projections through 2060, as described in the *RD 17 Basin Financing Plan Implementation Updated Development Absorption Projections Final Updated Technical Memorandum* prepared by LWA, dated August 18, 2017, and as updated by LWA since 2017 based on actual development and input from the Local Agencies, have been utilized to determine the amount of development expected to take place over the next 30-years.
2. The Mossdale Tract Area includes over 6,345 acres of highly developed agricultural lands that produce a variety of crops. The basin also includes urban areas within San Joaquin County, the Cities of Lathrop, Manteca, and Stockton, and the urbanizing areas between these cities (as shown in **Figure 1**). The area subject to the Regional Levee Fee is expected to increase by approximately 1,766 Single-Family GDA, 139 Multi-Family GDA, 1,274 Commercial GDA, and 1,543 Industrial GDA over the ensuing 30-Years (**Table A1**).
3. Growth in the City of Lathrop subject to the Regional Levee Fee is expected to amount to approximately 775 Single-Family GDA, 47 Multi-Family GDA, 496 Commercial GDA, and 724 Industrial GDA.
4. Growth in the City of Manteca subject to the Regional Levee Fee is expected to amount to approximately 793 Single-Family GDA, 39 Multi-Family GDA, 359 Commercial GDA, and 391 Industrial GDA.
5. Growth in the City of Stockton subject to the Regional Levee Fee is expected to amount to approximately 40 Single-Family GDA, 53 Multi-Family GDA, 127 Commercial GDA, and 214 Industrial GDA.
6. Growth within the currently unincorporated portions of San Joaquin County that would ultimately be annexed into one of the Cities that would be subject to the Regional Levee Fee is estimated as follows. As described further below, assumptions were made in order to estimate the amount of development that would occur outside of the current City limits.
  - a. City of Lathrop to annex 24 Commercial GDA.
  - b. City of Manteca to annex 141 Single-Family GDA, 28 Commercial GDA, and 137 Industrial GDA.
  - c. City of Stockton to annex 178 Commercial GDA.

### City of Lathrop

Active projects on vacant parcels identified by City staff include Central Lathrop Specific Plan, Crossroads/Industrial, Gateway, South Lathrop Specific Plan, East Lathrop, Mossdale Landing, Mossdale Landing East, Mossdale Landing South, and Sharpe Depot. PDFs and excel files that analyze development potential, undeveloped properties, and land use were provided by City staff to summarize total developable acreage for each project. City of Lathrop staff identified the potential for future development outside of the current City limits. Specific development projects have not been identified.

### City of Manteca

Active projects on vacant parcels identified by City staff include Airport/Daniels, Alma Apartments, Center Point South, Cerri, Denali, Embarcadero, Family Entertainment Zone, HWY 120, Kiper, Lewis Estates, Oakwood Trails, Oleander, Railroad Industrial, Sundance, Telles & Wilson, Terra Ranch, The Trails of Manteca, Villa Ticino

West, Wackerly, Yosemite Greens, and Yosemite/Fishback. Land use summaries were provided by City staff to summarize total developable acreage by project. City of Lathrop staff identified the potential for future development outside of the current City limits. Specific development projects have not been identified.

#### **City of Stockton**

Active projects on vacant parcels identified by City staff include the undeveloped portions of Weston Ranch and South Airport. City of Stockton staff identified the potential for future development outside of the current City limits. The City of Stockton is currently updating its General Plan and the General Plan will need to conform to the requirements of the Delta Plan. Specific development projects have not been identified. Assumptions were made regarding the amount of development outside of the City limits and these assumptions have been reviewed by stakeholders working on the development of Adequate Progress Reports. It is expected that as the City of Stockton finalizes its General Plan update and additional information is obtained over time, future updates of this report will reflect new information.

**Planned Development Details**

Table A-1 ..... Total Developable Acreage

Table A-2 ..... Total Developable Dwelling Units and Square Feet

**Table A-1**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Total Developable Acreage**

| Area / Project                         | Single-Family  | Multi-Family | Commercial     | Industrial     | Total Acreage  |
|--|----------------|--------------|----------------|----------------|----------------|
| <b>City of Lathrop</b>                 |                |              |                |                |                |
| Central Lathrop                        | 827.9          | 40.8         | 301.4          | 0.0            | 1,170.2        |
| Mossdale Landing                       | 0.0            | 0.0          | 6.0            | 0.0            | 6.0            |
| Mossdale Landing East                  | 0.0            | 3.3          | 31.5           | 0.0            | 34.7           |
| Mossdale Landing South                 | 32.7           | 5.8          | 17.1           | 0.0            | 55.5           |
| South Lathrop                          | 0.0            | 0.0          | 9.3            | 184.2          | 193.5          |
| Lathrop Gateway                        | 0.0            | 0.0          | 123.9          | 190.8          | 314.7          |
| Lathrop Crossroads                     | 0.0            | 0.0          | 2.6            | 55.7           | 58.3           |
| Historic/East Lathrop                  | 0.0            | 0.0          | 30.5           | 103.9          | 134.3          |
| Sharpe Depot                           | 0.0            | 0.0          | 0.0            | 227.9          | 227.9          |
| <b>Subtotal City of Lathrop</b>        | <b>860.6</b>   | <b>49.9</b>  | <b>522.2</b>   | <b>762.5</b>   | <b>2,195.1</b> |
| <b>City of Manteca</b>                 |                |              |                |                |                |
| Railroad Industrial                    | 0.0            | 0.0          | 0.0            | 105.7          | 105.7          |
| Center Point South                     | 0.0            | 0.0          | 0.0            | 0.4            | 0.4            |
| Telles & Wilson                        | 37.1           | 0.0          | 0.0            | 0.0            | 37.1           |
| Villa Ticino West                      | 0.0            | 0.0          | 0.0            | 242.2          | 242.2          |
| Yosemite Greens                        | 12.2           | 0.0          | 0.0            | 0.0            | 12.2           |
| Kiper                                  | 12.2           | 0.0          | 0.0            | 0.0            | 12.2           |
| Alma Apartments                        | 0.0            | 10.8         | 0.0            | 0.0            | 10.8           |
| Yosemite/Fishback                      | 17.0           | 0.0          | 5.3            | 0.0            | 22.3           |
| Family Entertainment Zone              | 0.0            | 0.0          | 132.3          | 0.0            | 132.3          |
| Embarcadero                            | 0.0            | 0.0          | 0.0            | 35.9           | 35.9           |
| Airport/Daniels                        | 0.0            | 19.7         | 49.8           | 0.0            | 69.5           |
| HWY 120                                | 0.0            | 0.0          | 129.7          | 27.6           | 157.3          |
| Oakwood Trails                         | 157.2          | 0.0          | 47.2           | 0.0            | 204.4          |
| Denali                                 | 105.0          | 0.0          | 13.0           | 0.0            | 118.0          |
| Sundance                               | 52.7           | 0.0          | 0.0            | 0.0            | 52.7           |
| The Trails of Manteca                  | 294.1          | 0.0          | 0.0            | 0.0            | 294.1          |
| Cerri                                  | 123.6          | 0.0          | 0.0            | 0.0            | 123.6          |
| Terra Ranch                            | 24.8           | 10.3         | 0.0            | 0.0            | 35.1           |
| Wackerly                               | 12.9           | 0.0          | 0.0            | 0.0            | 12.9           |
| Lewis Estates                          | 9.9            | 0.0          | 0.0            | 0.0            | 9.9            |
| Oleander                               | 22.7           | 0.0          | 0.0            | 0.0            | 22.7           |
| <b>Subtotal City of Manteca</b>        | <b>881.4</b>   | <b>40.8</b>  | <b>377.4</b>   | <b>411.8</b>   | <b>1,711.5</b> |
| <b>City of Stockton [3]</b>            |                |              |                |                |                |
| Weston Ranch                           | 44.9           | 55.7         | 133.2          | 0.0            | 233.8          |
| South Airport                          | 0.0            | 0.0          | 0.0            | 225.0          | 225.0          |
| <b>Subtotal City of Stockton</b>       | <b>44.9</b>    | <b>55.7</b>  | <b>133.2</b>   | <b>225.0</b>   | <b>458.8</b>   |
| <b>San Joaquin County</b>              |                |              |                |                |                |
| Oakwood Shores                         | 18.6           | 0.0          | 0.0            | 0.0            | 18.6           |
| Future Lathrop Annex                   | 0.0            | 0.0          | 25.2           | 0.0            | 25.2           |
| Future Manteca Annex                   | 156.8          | 0.0          | 29.3           | 144.3          | 330.4          |
| Future Stockton Annex                  | 0.0            | 0.0          | 187.1          | 0.0            | 187.1          |
| <b>Subtotal San Joaquin County</b>     | <b>175.4</b>   | <b>0.0</b>   | <b>241.6</b>   | <b>144.3</b>   | <b>561.2</b>   |
| <b>Total Developable Land</b>          | <b>1,962.3</b> | <b>146.3</b> | <b>1,274.4</b> | <b>1,543.6</b> | <b>4,926.7</b> |
| Gross Acreage to GDA Adjustment Factor | 90.0%          | 95.0%        | 95.0%          | 95.0%          |                |
| <b>Total GDA</b>                       | <b>1,766.0</b> | <b>139.0</b> | <b>1,210.7</b> | <b>1,466.5</b> | <b>4,582.2</b> |

Source: Final Update Technical Memorandum RD 17 Basin Financing Plan Implementation Updated Development Absorption Projections, August 18, 2017 prepared by LWA with data later updated by LWA based on input from SJAFCA member agency staff.

**Table A-2**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Total Developable Dwelling Units and Square Feet**

| Area / Project                     | Units         |              |               | Square Feet   |               |               |
|------------------------------------|---------------|--------------|---------------|---------------|---------------|---------------|
|                                    | Single-Family | Multi-Family | Totals        | Commercial    | Industrial    | Totals        |
| <b>City of Lathrop</b>             |               |              |               |               |               |               |
| Central Lathrop                    | 4,968         | 613          | 5,581         | 3,283         | 0             | 3,283         |
| Mossdale Landing                   | 0             | 0            | 0             | 66            | 0             | 66            |
| Mossdale Landing East              | 0             | 50           | 50            | 343           | 0             | 343           |
| Mossdale Landing South             | 196           | 87           | 283           | 186           | 0             | 186           |
| South Lathrop                      | 0             | 0            | 0             | 101           | 2,809         | 2,910         |
| Lathrop Gateway                    | 0             | 0            | 0             | 1,349         | 2,909         | 4,258         |
| Lathrop Crossroads                 | 0             | 0            | 0             | 29            | 606           | 635           |
| Historic/East Lathrop              | 0             | 0            | 0             | 332           | 1,584         | 1,915         |
| Sharpe Depot                       | 0             | 0            | 0             | 0             | 3,475         | 3,475         |
| <b>Subtotal City of Lathrop</b>    | <b>5,164</b>  | <b>750</b>   | <b>5,914</b>  | <b>5,687</b>  | <b>11,383</b> | <b>17,070</b> |
| <b>City of Manteca</b>             |               |              |               |               |               |               |
| Railroad Industrial                | 0             | 0            | 0             | 0             | 691           | 691           |
| Center Point South                 | 0             | 0            | 0             | 0             | 99            | 99            |
| Telles & Wilson                    | 294           | 0            | 294           | 0             | 0             | 0             |
| Villa Ticino West                  | 0             | 0            | 0             | 0             | 4,000         | 4,000         |
| Yosemite Greens                    | 99            | 0            | 99            | 0             | 0             | 0             |
| Kiper                              | 115           | 0            | 115           | 0             | 0             | 0             |
| Alma Apartments                    | 0             | 268          | 268           | 0             | 0             | 0             |
| Yosemite/Fishback                  | 102           | 0            | 102           | 69            | 0             | 69            |
| Family Entertainment Zone          | 0             | 0            | 0             | 1,729         | 0             | 1,729         |
| Embarcadero                        | 0             | 0            | 0             | 0             | 469           | 469           |
| Airport/Daniels                    | 0             | 295          | 295           | 651           | 0             | 651           |
| HWY 120                            | 0             | 0            | 0             | 1,696         | 361           | 2,056         |
| Oakwood Trails                     | 676           | 0            | 676           | 412           | 0             | 412           |
| Denali                             | 315           | 0            | 315           | 170           | 0             | 170           |
| Sundance                           | 289           | 0            | 289           | 0             | 0             | 0             |
| The Trails of Manteca              | 1,268         | 0            | 1,268         | 0             | 0             | 0             |
| Cerri                              | 495           | 0            | 495           | 0             | 0             | 0             |
| Terra Ranch                        | 102           | 200          | 302           | 0             | 0             | 0             |
| Wackerly                           | 60            | 0            | 60            | 0             | 0             | 0             |
| Lewis Estates                      | 54            | 0            | 54            | 0             | 0             | 0             |
| Oleander                           | 116           | 0            | 116           | 0             | 0             | 0             |
| <b>Subtotal City of Manteca</b>    | <b>3,985</b>  | <b>763</b>   | <b>4,748</b>  | <b>4,727</b>  | <b>5,619</b>  | <b>10,346</b> |
| <b>City of Stockton [3]</b>        |               |              |               |               |               |               |
| Weston Ranch                       | 267           | 1,113        | 1,380         | 1,262         | 0             | 1,262         |
| South Airport                      | 0             | 0            | 0             | 0             | 3,921         | 3,921         |
| <b>Subtotal City of Stockton</b>   | <b>267</b>    | <b>1,113</b> | <b>1,380</b>  | <b>1,262</b>  | <b>3,921</b>  | <b>5,183</b>  |
| <b>San Joaquin County</b>          |               |              |               |               |               |               |
| Oakwood Shores                     | 107           | 0            | 107           | 0             | 0             | 0             |
| Future Lathrop Annex               | 0             | 0            | 0             | 275           | 0             | 275           |
| Future Manteca Annex               | 833           | 0            | 833           | 383           | 1,886         | 2,268         |
| Future Stockton Annex              | 0             | 0            | 0             | 2,446         | 0             | 2,446         |
| <b>Subtotal San Joaquin County</b> | <b>940</b>    | <b>0</b>     | <b>940</b>    | <b>3,103</b>  | <b>1,886</b>  | <b>4,989</b>  |
| <b>Total</b>                       | <b>10,356</b> | <b>2,626</b> | <b>12,982</b> | <b>14,779</b> | <b>22,809</b> | <b>37,588</b> |

Source: Final Update Technical Memorandum RD 17 Basin Financing Plan Implementation Updated Development Absorption Projections, August 18, 2017 prepared by LWA with data later updated by LWA based on input from SJAFCA member agency staff.

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## APPENDIX B – SJAFCA PROJECT EXPENDITURES DISCOUNT & ESCALATION TO 2021 DOLLARS

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Table B-1 ..... SJAFCA Project Expenditures Discount & Escalation to 2021 Dollars  
Table B-2 ..... County EIFD Loan Repayment Schedule  
Table B-3 ..... EIFD Revenue Repayment Schedule

**Table B-1**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**SJAFCA Project Expenditures Discount & Escalation**

| <b>Year</b>  | <b>Total SJAFCA Project Expenditures</b> | <b>Discount / Escalation to 2021 Dollars</b> |
|--------------|--|--|
| 2014         | \$719,212                                | \$884,540                                    |
| 2015         | \$719,212                                | \$858,776                                    |
| 2016         | \$789,704                                | \$915,483                                    |
| 2017         | \$1,001,181                              | \$1,126,838                                  |
| 2018         | \$61,170                                 | \$66,842                                     |
| 2019         | \$215,845                                | \$228,990                                    |
| 2020         | \$296,015                                | \$304,896                                    |
| 2021         | \$927,295                                | \$927,295                                    |
| 2022         | \$6,109,023                              | \$5,931,091                                  |
| 2023         | \$4,578,590                              | \$4,315,760                                  |
| 2024         | \$44,531,401                             | \$40,752,540                                 |
| 2025         | \$51,401,717                             | \$45,669,760                                 |
| 2026         | \$53,939,064                             | \$46,528,310                                 |
| 2027         | \$51,538,640                             | \$43,162,800                                 |
| 2028         | \$46,749,904                             | \$38,011,950                                 |
| 2029         | \$7,185,728                              | \$5,672,480                                  |
| <b>Total</b> | <b>\$270,763,701</b>                     | <b>\$235,358,352</b>                         |

Source: 2020 Adequate Progress Report Update

**Note:**

Escalation Formula:  $FV_{2021} = PV_{Year} * (1 + 0.03)^{(2021-Year)}$

Discount Formula:  $PV_{2021} = FV_{Year} * (1 + 0.03)^{-(Year-2021)}$



**Table B-2**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**County EIFD Loan Repayment Schedule**

| Year         | Beginning<br>County Loan<br>Balance | Annual<br>Interest<br>Accrued [2] | Additional<br>County EIFD<br>Contribution [1] | Development Fee Revenue Allocation |                                   |                          | Ending County<br>Loan Balance |
|--------------|-------------------------------------|-----------------------------------|---|------------------------------------|-----------------------------------|--------------------------|-------------------------------|
|              |                                     |                                   |   | Annual DIF<br>Revenue [3]          | Revenue Dedicated<br>to Repayment | Remaining<br>Fee Revenue |                               |
| Reference    |                                     |                                   |   | Table C-3                          |                                   |                          |                               |
| 2016         | \$0.00                              | \$0.00                            | \$0.00  | \$0.00                             | \$0.00                            | \$0.00                   | \$0.00                        |
| 2017         | \$0.00                              | \$0.00                            | \$0.00  | \$0.00                             | \$0.00                            | \$0.00                   | \$0.00                        |
| 2018         | \$0.00                              | \$0.00                            | \$0.00  | \$0.00                             | \$0.00                            | \$0.00                   | \$0.00                        |
| 2019         | \$0.00                              | \$0.00                            | \$0.00  | \$0.00                             | \$0.00                            | \$0.00                   | \$0.00                        |
| 2020         | \$0.00                              | \$0.00                            | \$0.00  | \$303,501.88                       | \$0.00                            | \$303,501.88             | \$0.00                        |
| 2021         | \$0.00                              | \$0.00                            | \$0.00  | \$5,359,232.26                     | \$0.00                            | \$5,359,232.26           | \$0.00                        |
| 2022         | \$0.00                              | \$0.00                            | \$0.00  | \$10,123,403.80                    | \$0.00                            | \$10,123,403.80          | \$0.00                        |
| 2023         | \$0.00                              | \$0.00                            | \$670,974.51                                  | \$7,537,641.36                     | \$0.00                            | \$7,537,641.36           | \$670,974.51                  |
| 2024         | \$670,974.51                        | \$20,129.24                       | \$1,488,921.27                                | \$5,374,398.44                     | \$0.00                            | \$5,374,398.44           | \$2,180,025.01                |
| 2025         | \$2,180,025.01                      | \$65,400.75                       | \$2,151,985.02                                | \$5,955,610.47                     | \$0.00                            | \$5,955,610.47           | \$4,397,410.78                |
| 2026         | \$4,397,410.78                      | \$131,922.32                      | \$2,917,456.83                                | \$5,055,639.42                     | \$0.00                            | \$5,055,639.42           | \$7,446,789.93                |
| 2027         | \$7,446,789.93                      | \$223,403.70                      | \$3,644,078.03                                | \$4,230,005.31                     | \$0.00                            | \$4,230,005.31           | \$11,314,271.65               |
| 2028         | \$11,314,271.65                     | \$339,428.15                      | \$4,379,119.24                                | \$3,842,944.41                     | \$0.00                            | \$3,842,944.41           | \$16,032,819.04               |
| 2029         | \$16,032,819.04                     | \$480,984.57                      | \$5,078,149.92                                | \$3,563,169.61                     | \$0.00                            | \$3,563,169.61           | \$21,591,953.54               |
| 2030         | \$21,591,953.54                     | \$647,758.61                      | \$0.00  | \$3,505,366.94                     | \$3,505,366.94                    | \$0.00                   | \$18,734,345.21               |
| 2031         | \$18,734,345.21                     | \$562,030.36                      | \$0.00  | \$3,371,931.57                     | \$3,371,931.57                    | \$0.00                   | \$15,924,443.99               |
| 2032         | \$15,924,443.99                     | \$477,733.32                      | \$0.00  | \$2,818,838.81                     | \$2,818,838.81                    | \$0.00                   | \$13,583,338.50               |
| 2033         | \$13,583,338.50                     | \$407,500.15                      | \$0.00  | \$3,387,055.15                     | \$3,387,055.15                    | \$0.00                   | \$10,603,783.50               |
| 2034         | \$10,603,783.50                     | \$318,113.51                      | \$0.00  | \$3,341,888.34                     | \$3,341,888.34                    | \$0.00                   | \$7,580,008.66                |
| 2035         | \$7,580,008.66                      | \$227,400.26                      | \$0.00  | \$2,787,263.21                     | \$2,787,263.21                    | \$0.00                   | \$5,020,145.71                |
| 2036         | \$5,020,145.71                      | \$150,604.37                      | \$0.00  | \$2,529,715.08                     | \$2,529,715.08                    | \$0.00                   | \$2,641,035.00                |
| 2037         | \$2,641,035.00                      | \$79,231.05                       | \$0.00  | \$1,899,031.64                     | \$1,899,031.64                    | \$0.00                   | \$821,234.42                  |
| 2038         | \$821,234.42                        | \$24,637.03                       | \$0.00  | \$1,245,384.98                     | \$845,871.45                      | \$399,513.53             | \$0.00                        |
| 2039         | \$0.00                              | \$0.00                            | \$0.00  | \$1,211,576.38                     | \$0.00                            | \$1,211,576.38           | \$0.00                        |
| 2040         | \$0.00                              | \$0.00                            | \$0.00  | \$2,147,708.83                     | \$0.00                            | \$2,147,708.83           | \$0.00                        |
| 2041         | \$0.00                              | \$0.00                            | \$0.00  | \$1,829,622.39                     | \$0.00                            | \$1,829,622.39           | \$0.00                        |
| 2042         | \$0.00                              | \$0.00                            | \$0.00  | \$1,829,622.39                     | \$0.00                            | \$1,829,622.39           | \$0.00                        |
| 2043         | \$0.00                              | \$0.00                            | \$0.00  | \$1,835,687.33                     | \$0.00                            | \$1,835,687.33           | \$0.00                        |
| 2044         | \$0.00                              | \$0.00                            | \$0.00  | \$1,469,360.01                     | \$0.00                            | \$1,469,360.01           | \$0.00                        |
| 2045         | \$0.00                              | \$0.00                            | \$0.00  | \$1,469,360.01                     | \$0.00                            | \$1,469,360.01           | \$0.00                        |
| 2046         | \$0.00                              | \$0.00                            | \$0.00  | \$1,469,360.01                     | \$0.00                            | \$1,469,360.01           | \$0.00                        |
| 2047         | \$0.00                              | \$0.00                            | \$0.00  | \$1,451,287.04                     | \$0.00                            | \$1,451,287.04           | \$0.00                        |
| 2048         | \$0.00                              | \$0.00                            | \$0.00  | \$1,430,574.20                     | \$0.00                            | \$1,430,574.20           | \$0.00                        |
| 2049         | \$0.00                              | \$0.00                            | \$0.00  | \$1,430,574.20                     | \$0.00                            | \$1,430,574.20           | \$0.00                        |
| 2050         | \$0.00                              | \$0.00                            | \$0.00  | \$220,916.65                       | \$0.00                            | \$220,916.65             | \$0.00                        |
| 2051         | \$0.00                              | \$0.00                            | \$0.00  | \$206,255.21                       | \$0.00                            | \$206,255.21             | \$0.00                        |
| 2052         | \$0.00                              | \$0.00                            | \$0.00  | \$155,346.30                       | \$0.00                            | \$155,346.30             | \$0.00                        |
| 2053         | \$0.00                              | \$0.00                            | \$0.00  | \$155,346.30                       | \$0.00                            | \$155,346.30             | \$0.00                        |
| 2054         | \$0.00                              | \$0.00                            | \$0.00  | \$155,346.30                       | \$0.00                            | \$155,346.30             | \$0.00                        |
| 2055         | \$0.00                              | \$0.00                            | \$0.00  | \$145,781.84                       | \$0.00                            | \$145,781.84             | \$0.00                        |
| 2056         | \$0.00                              | \$0.00                            | \$0.00  | \$87,684.35                        | \$0.00                            | \$87,684.35              | \$0.00                        |
| 2057         | \$0.00                              | \$0.00                            | \$0.00  | \$38,785.81                        | \$0.00                            | \$38,785.81              | \$0.00                        |
| 2058         | \$0.00                              | \$0.00                            | \$0.00  | \$38,785.81                        | \$0.00                            | \$38,785.81              | \$0.00                        |
| 2059         | \$0.00                              | \$0.00                            | \$0.00  | \$38,785.81                        | \$0.00                            | \$38,785.81              | \$0.00                        |
| 2060         | \$0.00                              | \$0.00                            | \$0.00  | \$0.00                             | \$0.00                            | \$0.00                   | \$0.00                        |
| <b>Total</b> |                                     | <b>\$4,156,277.38</b>             | <b>\$20,330,684.81</b>                        | <b>\$95,049,789.84</b>             | <b>\$24,486,962.19</b>            | <b>\$70,562,827.64</b>   |                               |

Source: LWA, EPS

- [1] Represents the additional EIFD allocation above the base County allocation of 10 percent eligible for repayment.
- [2] Assumed 3 percent annual interest rate reflective of 2 percent plus the annual County treasury yield (estimated at 1%) applied to the prior year ending balance.
- [3] Represents development impact fee revenue for all development within the Mossdale Tract boundaries as estimated by LWA included in Appendix A.

**Table B-3**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**EIFD Revenue Repayment Schedule**

| Fiscal Year<br>Ending<br>Reference | Estimated EIFD Revenue Contribution |                     |                     |                      | Total EIFD<br>Revenue | Estimated Repayment Calculation |                                  |                |
|------------------------------------|-------------------------------------|---------------------|---------------------|----------------------|-----------------------|---------------------------------|----------------------------------|----------------|
|                                    | Lathrop                             | Manteca             | Stockton            | County               |                       | Beginning<br>Balance            | Fee Revenue for<br>Repayment [1] | Ending Balance |
| 2021                               | \$0                                 | \$0                 | \$0                 | \$0                  | \$0                   | \$0                             | \$0                              | \$0            |
| 2022                               | \$0                                 | \$0                 | \$0                 | \$0                  | \$0                   | \$0                             | \$0                              | \$0            |
| 2023                               | \$58,543                            | \$19,577            | \$2,200             | \$850,840            | \$931,161             | \$0                             | \$0                              | \$931,161      |
| 2024                               | \$110,211                           | \$53,516            | \$4,488             | \$1,888,050          | \$2,056,266           | \$931,161                       | \$0                              | \$2,987,426    |
| 2025                               | \$152,452                           | \$80,855            | \$6,118             | \$2,728,859          | \$2,968,284           | \$2,987,426                     | \$0                              | \$5,955,710    |
| 2026                               | \$198,704                           | \$117,093           | \$7,268             | \$3,699,528          | \$4,022,593           | \$5,955,710                     | \$0                              | \$9,978,303    |
| 2027                               | \$246,620                           | \$145,464           | \$9,059             | \$4,620,931          | \$5,022,074           | \$9,978,303                     | \$0                              | \$15,000,377   |
| 2028                               | \$298,458                           | \$170,849           | \$10,983            | \$5,553,012          | \$6,033,302           | \$15,000,377                    | \$0                              | \$21,033,679   |
| 2029                               | \$348,069                           | \$196,197           | \$12,358            | \$6,439,429          | \$6,996,052           | \$21,033,679                    | \$0                              | \$28,029,731   |
| 2030                               | \$515,760                           | \$581,368           | \$179,175           | \$2,020,721          | \$3,297,024           | \$28,029,731                    | \$0                              | \$31,326,755   |
| 2031                               | \$588,890                           | \$655,415           | \$198,377           | \$2,294,279          | \$3,736,961           | \$31,326,755                    | \$0                              | \$35,063,716   |
| 2032                               | \$639,365                           | \$733,207           | \$218,281           | \$2,537,438          | \$4,128,290           | \$35,063,716                    | \$0                              | \$39,192,007   |
| 2033                               | \$505,615                           | \$594,970           | \$178,211           | \$2,044,214          | \$3,323,010           | \$39,192,007                    | \$0                              | \$42,515,017   |
| 2034                               | \$544,651                           | \$658,355           | \$207,001           | \$2,257,967          | \$3,667,974           | \$42,515,017                    | \$0                              | \$46,182,991   |
| 2035                               | \$584,910                           | \$724,777           | \$235,997           | \$2,479,601          | \$4,025,284           | \$46,182,991                    | \$0                              | \$50,208,275   |
| 2036                               | \$624,668                           | \$782,732           | \$266,334           | \$2,690,088          | \$4,363,823           | \$50,208,275                    | \$0                              | \$54,572,098   |
| 2037                               | \$665,961                           | \$836,682           | \$298,069           | \$2,900,689          | \$4,701,401           | \$54,572,098                    | \$0                              | \$59,273,499   |
| 2038                               | \$702,717                           | \$884,456           | \$331,256           | \$3,098,381          | \$5,016,811           | \$59,273,499                    | \$399,514                        | \$63,890,796   |
| 2039                               | \$740,754                           | \$927,405           | \$363,415           | \$3,275,850          | \$5,307,424           | \$63,890,796                    | \$1,211,576                      | \$67,986,644   |
| 2040                               | \$780,116                           | \$972,006           | \$395,157           | \$3,457,937          | \$5,605,216           | \$67,986,644                    | \$2,147,709                      | \$71,444,151   |
| 2041                               | \$831,445                           | \$1,016,848         | \$429,041           | \$3,665,782          | \$5,943,116           | \$71,444,151                    | \$1,829,622                      | \$75,557,644   |
| 2042                               | \$885,329                           | \$1,054,788         | \$464,390           | \$3,870,920          | \$6,275,427           | \$75,557,644                    | \$1,829,622                      | \$80,003,449   |
| 2043                               | \$941,373                           | \$1,093,960         | \$501,264           | \$4,084,087          | \$6,620,684           | \$80,003,449                    | \$1,835,687                      | \$84,788,445   |
| 2044                               | \$473,522                           | \$537,350           | \$255,713           | \$2,039,708          | \$3,306,292           | \$84,788,445                    | \$1,469,360                      | \$86,625,378   |
| 2045                               | \$502,232                           | \$557,130           | \$268,914           | \$2,140,446          | \$3,468,722           | \$86,625,378                    | \$1,469,360                      | \$88,624,740   |
| 2046                               | \$532,085                           | \$577,553           | \$282,578           | \$2,244,928          | \$3,637,143           | \$88,624,740                    | \$1,469,360                      | \$90,792,524   |
| 2047                               | \$563,122                           | \$598,639           | \$296,719           | \$2,353,288          | \$3,811,769           | \$90,792,524                    | \$1,451,287                      | \$93,153,005   |
| 2048                               | \$595,390                           | \$620,410           | \$311,130           | \$2,464,763          | \$3,991,692           | \$93,153,005                    | \$1,430,574                      | \$95,714,123   |
| 2049                               | \$628,932                           | \$642,887           | \$325,804           | \$2,579,411          | \$4,177,035           | \$95,714,123                    | \$1,430,574                      | \$98,460,584   |
| 2050                               | \$663,797                           | \$666,094           | \$340,979           | \$2,698,256          | \$4,369,126           | \$98,460,584                    | \$220,917                        | \$102,608,794  |
| 2051                               | \$700,034                           | \$690,055           | \$356,671           | \$2,821,445          | \$4,568,205           | \$102,608,794                   | \$206,255                        | \$106,970,743  |
| 2052                               | \$737,375                           | \$714,792           | \$373,069           | \$2,948,810          | \$4,774,046           | \$106,970,743                   | \$155,346                        | \$111,589,444  |
| 2053                               | \$776,172                           | \$740,332           | \$388,644           | \$3,079,107          | \$4,984,254           | \$111,589,444                   | \$155,346                        | \$116,418,351  |
| 2054                               | \$816,479                           | \$766,700           | \$404,716           | \$3,214,103          | \$5,201,998           | \$116,418,351                   | \$155,346                        | \$121,465,003  |
| 2055                               | \$858,353                           | \$793,923           | \$421,304           | \$3,353,963          | \$5,427,542           | \$121,465,003                   | \$145,782                        | \$126,746,764  |
| 2056                               | \$901,850                           | \$821,828           | \$438,422           | \$3,498,578          | \$5,660,678           | \$126,746,764                   | \$87,684                         | \$132,319,758  |
| 2057                               | \$947,030                           | \$848,508           | \$456,208           | \$3,645,921          | \$5,897,668           | \$132,319,758                   | \$38,786                         | \$138,178,640  |
| 2058                               | \$993,956                           | \$875,989           | \$473,836           | \$3,795,567          | \$6,139,348           | \$138,178,640                   | \$38,786                         | \$144,279,202  |
| 2059                               | \$1,042,691                         | \$904,294           | \$492,011           | \$3,950,446          | \$6,389,442           | \$144,279,202                   | \$38,786                         | \$150,629,858  |
| 2060 [2]                           | \$1,093,301                         | \$933,448           | \$510,750           | \$4,110,737          | \$6,648,236           | \$150,629,858                   | \$0                              | \$157,278,095  |
| <b>Total</b>                       | <b>\$23,790,934</b>                 | <b>\$24,590,453</b> | <b>\$10,715,910</b> | <b>\$117,398,078</b> | <b>\$176,495,375</b>  |                                 | <b>\$19,217,281</b>              |                |

Source: EPS

[1] Repayment of general EIFD Revenue Contributions by agencies will only begin once repayment of the County EIFD Loan amount has been satisfied.

## APPENDIX C – ESTIMATED COST ALLOCATION BY PROJECT AND REVENUE OVER TIME

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Table C-1 ..... Estimated Cost per Unit by Project (Residential Development)

Table C-2 ..... Estimated Cost per 1,000 Sq. Ft. by Project (Commercial & Industrial Development)

Table C-3 ..... Total Development Impact Fee Revenue Estimate

Table C-4 ..... Development Impact Fee Revenue Estimate – Single-Family

Table C-5 ..... Development Impact Fee Revenue Estimate - Multi-Family

Table C-6 ..... Development Impact Fee Revenue Estimate - Commercial

Table C-7 ..... Development Impact Fee Revenue Estimate – Industrial

Table C-8 ..... Developer Advances and Agency Funding

**Table C-1**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Estimated Cost Per Unit by Project (Residential Development)**

| Area / Project                     | Single-Family<br>Acreage<br>Table A-1<br>A | Multi-Family<br>Acreage<br>Table A-1<br>B | Allocated<br>Cost Share<br>Table 7<br>C=(A*\$21,462) +<br>(B*\$20,084) | Cost Share<br>Percentage<br>D=(C/\$88,606,858) | Single &<br>Multi-Family Units<br>Table A-2<br>E | Average Allocated<br>Cost per Unit<br>F=C/E |
|------------------------------------|--|---|--|--|--|---|
| <b>City of Lathrop</b>             |  |   |  |  |  |   |
| Central Lathrop                    | 745.1                                      | 38.8                                      | \$16,770,424   | 18.9%  | 5,581  | \$3,005                                     |
| Mossdale Landing                   | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Mossdale Landing East              | 0.0  | 3.1                                       | \$62,391   | 0.1%   | 50   | \$1,248                                     |
| Mossdale Landing South             | 29.4                                       | 5.5                                       | \$740,749  | 0.8%   | 283  | \$2,617                                     |
| South Lathrop                      | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Lathrop Gateway                    | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Lathrop Crossroads                 | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Historic/East Lathrop              | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Sharpe Depot                       | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| <b>Subtotal City of Lathrop</b>    | <b>774.5</b>                               | <b>47.4</b>                               | <b>\$17,573,564</b>  | <b>19.8%</b>                                   | <b>5,914</b>                                     | <b>\$2,972</b>                              |
| <b>City of Manteca</b>             |  |   |  |  |  |   |
| Railroad Industrial                | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Center Point South                 | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Telles & Wilson                    | 33.4                                       | 0.0                                       | \$717,191  | 0.8%   | 294  | \$2,439                                     |
| Villa Ticino West                  | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Yosemite Greens                    | 11.0                                       | 0.0                                       | \$235,265  | 0.3%   | 99   | \$2,376                                     |
| Kiper                              | 11.0                                       | 0.0                                       | \$235,651  | 0.3%   | 115  | \$2,049                                     |
| Alma Apartments                    | 0.0  | 10.3                                      | \$206,824  | 0.2%   | 268  | \$772                                       |
| Yosemite/Fishback                  | 15.3                                       | 0.0                                       | \$327,787  | 0.4%   | 102  | \$3,214                                     |
| Family Entertainment Zone          | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Embarcadero                        | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Airport/Daniels                    | 0.0  | 18.7                                      | \$375,680  | 0.4%   | 295  | \$1,273                                     |
| HWY 120                            | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Oakwood Trails                     | 141.5                                      | 0.0                                       | \$3,036,619  | 3.4%   | 676  | \$4,492                                     |
| Denali                             | 94.5                                       | 0.0                                       | \$2,028,147  | 2.3%   | 315  | \$6,439                                     |
| Sundance                           | 47.4                                       | 0.0                                       | \$1,017,608  | 1.1%   | 289  | \$3,521                                     |
| The Trails of Manteca              | 264.7                                      | 0.0                                       | \$5,680,742  | 6.4%   | 1,268  | \$4,480                                     |
| Cerri                              | 111.2                                      | 0.0                                       | \$2,387,415  | 2.7%   | 495  | \$4,823                                     |
| Terra Ranch                        | 22.3                                       | 9.8                                       | \$674,973  | 0.8%   | 302  | \$2,235                                     |
| Wackerly                           | 11.6                                       | 0.0                                       | \$249,172  | 0.3%   | 60   | \$4,153                                     |
| Lewis Estates                      | 8.9  | 0.0                                       | \$191,612  | 0.2%   | 54   | \$3,548                                     |
| Oleander                           | 20.5                                       | 0.0                                       | \$439,277  | 0.5%   | 116  | \$3,787                                     |
| <b>Subtotal City of Manteca</b>    | <b>793.3</b>                               | <b>38.8</b>                               | <b>\$17,803,964</b>  | <b>20.1%</b>                                   | <b>4,748</b>                                     | <b>\$3,750</b>                              |
| <b>City of Stockton</b>            |  |   |  |  |  |   |
| Weston Ranch                       | 40.4                                       | 52.9                                      | \$1,929,892  | 2.2%   | 1,380  | \$1,399                                     |
| South Airport                      | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| <b>Subtotal City of Stockton</b>   | <b>40.4</b>                                | <b>52.9</b>                               | <b>\$1,929,892</b>   | <b>2.2%</b>                                    | <b>1,380</b>                                     | <b>\$1,399</b>                              |
| <b>San Joaquin County</b>          |  |   |  |  |  |   |
| Oakwood Shores                     | 16.7                                       | 0.0                                       | \$358,499  | 0.4%   | 107  | \$3,350                                     |
| Future Lathrop Annex               | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Future Manteca Annex               | 141.1                                      | 0.0                                       | \$3,028,506  | 3.4%   | 833  | \$3,636                                     |
| Future Stockton Annex              | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| <b>Subtotal San Joaquin County</b> | <b>157.8</b>                               | <b>0.0</b>                                | <b>\$3,387,005</b>   | <b>3.8%</b>                                    | <b>940</b>                                       | <b>\$3,603</b>                              |

**Table C-2**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Estimated Cost Per 1,000 Sq. Ft. by Project (Commercial & Industrial Development)**

| Area / Project                     | Commercial<br>Acreage<br>Table A-1 | Industrial<br>Acreage<br>Table A-1 | Total<br>Allocated<br>Table 7  | Cost Share<br>Percentage | 1000's Square Feet<br>Table A-2 | Average Allocated<br>Cost per 1,000 Sq. |
|------------------------------------|------------------------------------|------------------------------------|--------------------------------|--------------------------|---------------------------------|---|
| Reference                          | A                                  | B                                  | C=(A*\$21462) +<br>(B*\$20084) | D=(C/\$88,606,858)       | E                               | F=C/E                                   |
| <b>City of Lathrop</b>             |                                    |                                    |                                |                          |                                 |   |
| Central Lathrop                    | 286.4                              | 0.0                                | \$5,814,901                    | 6.6%                     | 3                               | \$1,771,475                             |
| Mossdale Landing                   | 5.7                                | 0.0                                | \$116,366                      | 0.1%                     | 0                               | \$1,771,435                             |
| Mossdale Landing East              | 29.9                               | 0.0                                | \$606,810                      | 0.7%                     | 0                               | \$1,771,501                             |
| Mossdale Landing South             | 16.2                               | 0.0                                | \$329,014                      | 0.4%                     | 0                               | \$1,771,466                             |
| South Lathrop                      | 8.8                                | 175.0                              | \$2,963,021                    | 3.3%                     | 3                               | \$1,018,304                             |
| Lathrop Gateway                    | 117.7                              | 181.3                              | \$5,273,104                    | 6.0%                     | 4                               | \$1,238,364                             |
| Lathrop Crossroads                 | 2.5                                | 52.9                               | \$892,008                      | 1.0%                     | 1                               | \$1,404,914                             |
| Historic/East Lathrop              | 28.9                               | 98.7                               | \$2,157,363                    | 2.4%                     | 2                               | \$1,126,284                             |
| Sharpe Depot                       | 0.0                                | 216.5                              | \$3,444,357                    | 3.9%                     | 3                               | \$991,176                               |
| <b>Subtotal City of Lathrop</b>    | <b>496.1</b>                       | <b>724.4</b>                       | <b>\$21,596,943</b>            | <b>24.4%</b>             | <b>17</b>                       | <b>\$1,265,216</b>                      |
| <b>City of Manteca</b>             |                                    |                                    |                                |                          |                                 |   |
| Railroad Industrial                | 0.0                                | 100.4                              | \$1,597,418                    | 1.8%                     | 1                               | \$2,312,752                             |
| Center Point South                 | 0.0                                | 0.4                                | \$5,983                        | 0.0%                     | 0                               | \$60,503                                |
| Telles & Wilson                    | 0.0                                | 0.0                                | \$0                            | 0.0%                     | 0                               | \$0                                     |
| Villa Ticino West                  | 0.0                                | 230.1                              | \$3,660,209                    | 4.1%                     | 4                               | \$915,052                               |
| Yosemite Greens                    | 0.0                                | 0.0                                | \$0                            | 0.0%                     | 0                               | \$0                                     |
| Kiper                              | 0.0                                | 0.0                                | \$0                            | 0.0%                     | 0                               | \$0                                     |
| Alma Apartments                    | 0.0                                | 0.0                                | \$0                            | 0.0%                     | 0                               | \$0                                     |
| Yosemite/Fishback                  | 5.0                                | 0.0                                | \$101,858                      | 0.1%                     | 0                               | \$1,476,209                             |
| Family Entertainment Zone          | 125.7                              | 0.0                                | \$2,553,020                    | 2.9%                     | 2                               | \$1,476,229                             |
| Embarcadero                        | 0.0                                | 34.1                               | \$542,199                      | 0.6%                     | 0                               | \$1,156,371                             |
| Airport/Daniels                    | 47.3                               | 0.0                                | \$961,057                      | 1.1%                     | 1                               | \$1,476,233                             |
| HWY 120                            | 123.3                              | 26.2                               | \$2,920,113                    | 3.3%                     | 2                               | \$1,420,122                             |
| Oakwood Trails                     | 44.9                               | 0.0                                | \$911,131                      | 1.0%                     | 0                               | \$2,209,232                             |
| Denali                             | 12.4                               | 0.0                                | \$250,768                      | 0.3%                     | 0                               | \$1,476,265                             |
| Sundance                           | 0.0                                | 0.0                                | \$0                            | 0.0%                     | 0                               | \$0                                     |
| The Trails of Manteca              | 0.0                                | 0.0                                | \$0                            | 0.0%                     | 0                               | \$0                                     |
| Cerri                              | 0.0                                | 0.0                                | \$0                            | 0.0%                     | 0                               | \$0                                     |
| Terra Ranch                        | 0.0                                | 0.0                                | \$0                            | 0.0%                     | 0                               | \$0                                     |
| Wackerly                           | 0.0                                | 0.0                                | \$0                            | 0.0%                     | 0                               | \$0                                     |
| Lewis Estates                      | 0.0                                | 0.0                                | \$0                            | 0.0%                     | 0                               | \$0                                     |
| Oleander                           | 0.0                                | 0.0                                | \$0                            | 0.0%                     | 0                               | \$0                                     |
| <b>Subtotal City of Manteca</b>    | <b>358.5</b>                       | <b>391.2</b>                       | <b>\$13,503,777</b>            | <b>15.2%</b>             | <b>10</b>                       | <b>\$1,305,161</b>                      |
| <b>City of Stockton</b>            |                                    |                                    |                                |                          |                                 |   |
| Weston Ranch                       | 126.6                              | 0.0                                | \$2,570,054                    | 2.9%                     | 1                               | \$2,036,590                             |
| South Airport                      | 0.0                                | 213.8                              | \$3,400,382                    | 3.8%                     | 4                               | \$867,279                               |
| <b>Subtotal City of Stockton</b>   | <b>126.6</b>                       | <b>213.8</b>                       | <b>\$5,970,437</b>             | <b>6.7%</b>              | <b>5</b>                        | <b>\$2,903,868</b>                      |
| <b>San Joaquin County</b>          |                                    |                                    |                                |                          |                                 |   |
| Oakwood Shores                     | 0.0                                | 0.0                                | \$0                            | 0.0%                     | 5                               | \$0                                     |
| Future Lathrop Annex               | 23.9                               | 0.0                                | \$486,316                      | 0.5%                     | 0                               | \$0                                     |
| Future Manteca Annex               | 27.8                               | 137.1                              | \$2,745,198                    | 3.1%                     | 38                              | \$73,034                                |
| Future Stockton Annex              | 177.8                              | 0.0                                | \$3,609,763                    | 4.1%                     | 38                              | \$96,036                                |
| <b>Subtotal San Joaquin County</b> | <b>229.5</b>                       | <b>137.1</b>                       | <b>\$6,841,277</b>             | <b>7.7%</b>              | <b>80</b>                       | <b>\$85,341</b>                         |

**Table C-3**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Total Development Impact Fee Revenue Estimate**

| Year         | Revenue by Land Use |                    |                     |                     | Total Fee Revenue   |
|--------------|---------------------|--------------------|---------------------|---------------------|---------------------|
|              | Single-Family       | Multi-Family       | Commercial          | Industrial          |                     |
|              | <i>Table C-4</i>    | <i>Table C-5</i>   | <i>Table C-6</i>    | <i>Table C-7</i>    |                     |
| 2016         | \$ 0                | \$ 0               | \$ 0                | \$ 0                | \$ 0                |
| 2017         | \$ 0                | \$ 0               | \$ 0                | \$ 0                | \$ 0                |
| 2018         | \$ 0                | \$ 0               | \$ 0                | \$ 0                | \$ 0                |
| 2019         | \$ 0                | \$ 0               | \$ 0                | \$ 0                | \$ 0                |
| 2020         | \$ 0                | \$ 0               | \$ 0                | \$ 303,502          | \$ 303,502          |
| 2021         | \$ 2,485,413        | \$ 183,567         | \$ 163,774          | \$ 2,526,478        | \$ 5,359,232        |
| 2022         | \$ 5,690,433        | \$ 372,055         | \$ 2,017,116        | \$ 2,043,801        | \$ 10,123,404       |
| 2023         | \$ 3,069,552        | \$ 405,073         | \$ 1,714,059        | \$ 2,348,958        | \$ 7,537,641        |
| 2024         | \$ 1,703,064        | \$ 268,000         | \$ 1,273,890        | \$ 2,129,444        | \$ 5,374,398        |
| 2025         | \$ 2,054,116        | \$ 311,783         | \$ 1,402,940        | \$ 2,186,772        | \$ 5,955,610        |
| 2026         | \$ 1,895,298        | \$ 377,056         | \$ 1,367,707        | \$ 1,415,579        | \$ 5,055,639        |
| 2027         | \$ 1,409,182        | \$ 303,348         | \$ 1,428,018        | \$ 1,089,457        | \$ 4,230,005        |
| 2028         | \$ 1,329,348        | \$ 43,582          | \$ 1,380,907        | \$ 1,089,107        | \$ 3,842,944        |
| 2029         | \$ 1,329,777        | \$ 43,381          | \$ 1,466,601        | \$ 723,410          | \$ 3,563,170        |
| 2030         | \$ 1,363,687        | \$ 38,561          | \$ 1,683,497        | \$ 419,622          | \$ 3,505,367        |
| 2031         | \$ 1,363,687        | \$ 38,561          | \$ 1,550,062        | \$ 419,622          | \$ 3,371,932        |
| 2032         | \$ 1,363,473        | \$ 118,897         | \$ 916,848          | \$ 419,622          | \$ 2,818,839        |
| 2033         | \$ 1,027,165        | \$ 80,336          | \$ 1,035,642        | \$ 1,243,912        | \$ 3,387,055        |
| 2034         | \$ 1,025,877        | \$ 80,336          | \$ 1,035,825        | \$ 1,199,850        | \$ 3,341,888        |
| 2035         | \$ 578,827          | \$ 80,336          | \$ 985,038          | \$ 1,143,063        | \$ 2,787,263        |
| 2036         | \$ 398,332          | \$ 80,336          | \$ 907,507          | \$ 1,143,540        | \$ 2,529,715        |
| 2037         | \$ 398,332          | \$ 80,336          | \$ 639,864          | \$ 780,499          | \$ 1,899,032        |
| 2038         | \$ 398,332          | \$ 33,138          | \$ 492,438          | \$ 321,477          | \$ 1,245,385        |
| 2039         | \$ 398,332          | \$ 0               | \$ 491,767          | \$ 321,477          | \$ 1,211,576        |
| 2040         | \$ 1,546,609        | \$ 0               | \$ 279,623          | \$ 321,477          | \$ 2,147,709        |
| 2041         | \$ 1,209,658        | \$ 0               | \$ 298,488          | \$ 321,477          | \$ 1,829,622        |
| 2042         | \$ 1,209,658        | \$ 0               | \$ 298,488          | \$ 321,477          | \$ 1,829,622        |
| 2043         | \$ 1,209,658        | \$ 0               | \$ 305,189          | \$ 320,840          | \$ 1,835,687        |
| 2044         | \$ 1,209,658        | \$ 0               | \$ 259,702          | \$ 0                | \$ 1,469,360        |
| 2045         | \$ 1,209,658        | \$ 0               | \$ 259,702          | \$ 0                | \$ 1,469,360        |
| 2046         | \$ 1,209,658        | \$ 0               | \$ 259,702          | \$ 0                | \$ 1,469,360        |
| 2047         | \$ 1,209,658        | \$ 0               | \$ 241,629          | \$ 0                | \$ 1,451,287        |
| 2048         | \$ 1,209,658        | \$ 0               | \$ 220,917          | \$ 0                | \$ 1,430,574        |
| 2049         | \$ 1,209,658        | \$ 0               | \$ 220,917          | \$ 0                | \$ 1,430,574        |
| 2050         | \$ 0                | \$ 0               | \$ 220,917          | \$ 0                | \$ 220,917          |
| 2051         | \$ 0                | \$ 0               | \$ 206,255          | \$ 0                | \$ 206,255          |
| 2052         | \$ 0                | \$ 0               | \$ 155,346          | \$ 0                | \$ 155,346          |
| 2053         | \$ 0                | \$ 0               | \$ 155,346          | \$ 0                | \$ 155,346          |
| 2054         | \$ 0                | \$ 0               | \$ 155,346          | \$ 0                | \$ 155,346          |
| 2055         | \$ 0                | \$ 0               | \$ 145,782          | \$ 0                | \$ 145,782          |
| 2056         | \$ 0                | \$ 0               | \$ 87,684           | \$ 0                | \$ 87,684           |
| 2057         | \$ 0                | \$ 0               | \$ 38,786           | \$ 0                | \$ 38,786           |
| 2058         | \$ 0                | \$ 0               | \$ 38,786           | \$ 0                | \$ 38,786           |
| 2059         | \$ 0                | \$ 0               | \$ 38,786           | \$ 0                | \$ 38,786           |
| <b>Total</b> | <b>41,715,755.2</b> | <b>2,938,680.2</b> | <b>25,840,892.1</b> | <b>24,554,462.3</b> | <b>\$95,049,790</b> |

**Table C-4**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Development Impact Fee Revenue Estimate - Single-Family**

| Year             | Single-Family Acres By Jurisdiction |                  |                  |                | Total                | Fee Revenue         |
|------------------|-------------------------------------|------------------|------------------|----------------|----------------------|---------------------|
|                  | Lathrop                             | Manteca          | Stockton         | Unincorp       |                      |                     |
|                  |                                     |                  |                  | County         |                      |                     |
| <i>Table D13</i> | <i>Table D7</i>                     | <i>Table D10</i> | <i>Table D16</i> | <i>Table 8</i> |                      |                     |
|                  |                                     |                  |                  |                | <i>Fee Rate/Acre</i> | <b>\$ 21,462</b>    |
| 2016             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2017             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2018             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2019             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2020             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2021             | 61.4                                | 47.7             | 6.7              | 0.0            | 115.8                | \$ 2,485,413        |
| 2022             | 179.0                               | 72.7             | 13.5             | 0.0            | 265.1                | \$ 5,690,433        |
| 2023             | 23.9                                | 90.0             | 13.5             | 15.7           | 143.0                | \$ 3,069,552        |
| 2024             | 0.0                                 | 52.4             | 11.3             | 15.7           | 79.4                 | \$ 1,703,064        |
| 2025             | 3.3                                 | 76.8             | 0.0              | 15.7           | 95.7                 | \$ 2,054,116        |
| 2026             | 3.3                                 | 69.4             | 0.0              | 15.7           | 88.3                 | \$ 1,895,298        |
| 2027             | 3.3                                 | 46.7             | 0.0              | 15.7           | 65.7                 | \$ 1,409,182        |
| 2028             | 3.3                                 | 43.0             | 0.0              | 15.7           | 61.9                 | \$ 1,329,348        |
| 2029             | 3.3                                 | 43.0             | 0.0              | 15.7           | 62.0                 | \$ 1,329,777        |
| 2030             | 3.3                                 | 44.6             | 0.0              | 15.7           | 63.5                 | \$ 1,363,687        |
| 2031             | 3.3                                 | 44.6             | 0.0              | 15.7           | 63.5                 | \$ 1,363,687        |
| 2032             | 3.3                                 | 44.6             | 0.0              | 15.7           | 63.5                 | \$ 1,363,473        |
| 2033             | 3.3                                 | 44.6             | 0.0              | 0.0            | 47.9                 | \$ 1,027,165        |
| 2034             | 3.2                                 | 44.6             | 0.0              | 0.0            | 47.8                 | \$ 1,025,877        |
| 2035             | 0.0                                 | 27.0             | 0.0              | 0.0            | 27.0                 | \$ 578,827          |
| 2036             | 0.0                                 | 18.6             | 0.0              | 0.0            | 18.6                 | \$ 398,332          |
| 2037             | 0.0                                 | 18.6             | 0.0              | 0.0            | 18.6                 | \$ 398,332          |
| 2038             | 0.0                                 | 18.6             | 0.0              | 0.0            | 18.6                 | \$ 398,332          |
| 2039             | 0.0                                 | 18.6             | 0.0              | 0.0            | 18.6                 | \$ 398,332          |
| 2040             | 56.4                                | 15.7             | 0.0              | 0.0            | 72.1                 | \$ 1,546,609        |
| 2041             | 56.4                                | 0.0              | 0.0              | 0.0            | 56.4                 | \$ 1,209,658        |
| 2042             | 56.4                                | 0.0              | 0.0              | 0.0            | 56.4                 | \$ 1,209,658        |
| 2043             | 56.4                                | 0.0              | 0.0              | 0.0            | 56.4                 | \$ 1,209,658        |
| 2044             | 56.4                                | 0.0              | 0.0              | 0.0            | 56.4                 | \$ 1,209,658        |
| 2045             | 56.4                                | 0.0              | 0.0              | 0.0            | 56.4                 | \$ 1,209,658        |
| 2046             | 56.4                                | 0.0              | 0.0              | 0.0            | 56.4                 | \$ 1,209,658        |
| 2047             | 56.4                                | 0.0              | 0.0              | 0.0            | 56.4                 | \$ 1,209,658        |
| 2048             | 56.4                                | 0.0              | 0.0              | 0.0            | 56.4                 | \$ 1,209,658        |
| 2049             | 56.4                                | 0.0              | 0.0              | 0.0            | 56.4                 | \$ 1,209,658        |
| 2050             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2051             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2052             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2053             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2054             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2055             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2056             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2057             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2058             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2059             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| <b>Total</b>     | <b>860.6</b>                        | <b>881.4</b>     | <b>44.9</b>      | <b>156.8</b>   | <b>1,943.7</b>       | <b>\$41,715,755</b> |

**Table C-5**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Development Impact Fee Revenue Estimate - Multi-Family**

| Year             | Multi-Family Acres By Jurisdiction |                  |                  |                      | Total            | Fee Revenue        |
|------------------|------------------------------------|------------------|------------------|----------------------|------------------|--------------------|
|                  | Lathrop                            | Manteca          | Stockton         | Unincorp             |                  |                    |
|                  |                                    |                  |                  | County               |                  |                    |
| <i>Table D13</i> | <i>Table D7</i>                    | <i>Table D10</i> | <i>Table D16</i> | <i>Table 8</i>       |                  |                    |
|                  |                                    |                  |                  | <i>Fee Rate/Acre</i> | <i>\$ 20,084</i> |                    |
| 2016             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2017             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2018             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2019             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2020             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2021             | 1.6                                | 0.0              | 7.5              | 0.0                  | 9.1              | \$ 183,567         |
| 2022             | 8.5                                | 2.6              | 7.5              | 0.0                  | 18.5             | \$ 372,055         |
| 2023             | 12.3                               | 7.9              | 0.0              | 0.0                  | 20.2             | \$ 405,073         |
| 2024             | 5.4                                | 7.9              | 0.0              | 0.0                  | 13.3             | \$ 268,000         |
| 2025             | 5.4                                | 10.1             | 0.0              | 0.0                  | 15.5             | \$ 311,783         |
| 2026             | 5.4                                | 5.8              | 7.5              | 0.0                  | 18.8             | \$ 377,056         |
| 2027             | 5.4                                | 2.2              | 7.5              | 0.0                  | 15.1             | \$ 303,348         |
| 2028             | 0.0                                | 2.2              | 0.0              | 0.0                  | 2.2              | \$ 43,582          |
| 2029             | 0.0                                | 2.2              | 0.0              | 0.0                  | 2.2              | \$ 43,381          |
| 2030             | 1.9                                | 0.0              | 0.0              | 0.0                  | 1.9              | \$ 38,561          |
| 2031             | 1.9                                | 0.0              | 0.0              | 0.0                  | 1.9              | \$ 38,561          |
| 2032             | 1.9                                | 0.0              | 4.0              | 0.0                  | 5.9              | \$ 118,897         |
| 2033             | 0.0                                | 0.0              | 4.0              | 0.0                  | 4.0              | \$ 80,336          |
| 2034             | 0.0                                | 0.0              | 4.0              | 0.0                  | 4.0              | \$ 80,336          |
| 2035             | 0.0                                | 0.0              | 4.0              | 0.0                  | 4.0              | \$ 80,336          |
| 2036             | 0.0                                | 0.0              | 4.0              | 0.0                  | 4.0              | \$ 80,336          |
| 2037             | 0.0                                | 0.0              | 4.0              | 0.0                  | 4.0              | \$ 80,336          |
| 2038             | 0.0                                | 0.0              | 1.7              | 0.0                  | 1.7              | \$ 33,138          |
| 2039             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2040             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2041             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2042             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2043             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2044             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2045             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2046             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2047             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2048             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2049             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2050             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2051             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2052             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2053             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2054             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2055             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2056             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2057             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2058             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2059             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| <b>Total</b>     | <b>49.9</b>                        | <b>40.8</b>      | <b>55.7</b>      | <b>0.0</b>           | <b>146.3</b>     | <b>\$2,938,680</b> |



**Table C-6**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Development Impact Fee Revenue Estimate - Commercial**

| Year             | Commercial Acres By Jurisdiction |                  |                  |                      | Total            | Fee Revenue         |
|------------------|----------------------------------|------------------|------------------|----------------------|------------------|---------------------|
|                  | Lathrop                          | Manteca          | Stockton         | Unincorp             |                  |                     |
|                  |                                  |                  |                  | County               |                  |                     |
| <i>Table D13</i> | <i>Table D7</i>                  | <i>Table D10</i> | <i>Table D16</i> | <i>Table 8</i>       |                  |                     |
|                  |                                  |                  |                  | <i>Fee Rate/Acre</i> | <i>\$ 20,307</i> |                     |
| 2016             | 0.0                              | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0                |
| 2017             | 0.0                              | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0                |
| 2018             | 0.0                              | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0                |
| 2019             | 0.0                              | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0                |
| 2020             | 0.0                              | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0                |
| 2021             | 8.1                              | 0.0              | 0.0              | 0.0                  | 8.1              | \$ 163,774          |
| 2022             | 40.1                             | 12.7             | 44.6             | 1.9                  | 99.3             | \$ 2,017,116        |
| 2023             | 40.1                             | 16.5             | 24.0             | 3.8                  | 84.4             | \$ 1,714,059        |
| 2024             | 40.1                             | 16.5             | 2.3              | 3.8                  | 62.7             | \$ 1,273,890        |
| 2025             | 40.1                             | 20.3             | 2.3              | 6.3                  | 69.1             | \$ 1,402,940        |
| 2026             | 38.4                             | 20.3             | 2.3              | 6.3                  | 67.4             | \$ 1,367,707        |
| 2027             | 38.4                             | 21.4             | 2.3              | 8.3                  | 70.3             | \$ 1,428,018        |
| 2028             | 38.4                             | 19.1             | 2.3              | 8.3                  | 68.0             | \$ 1,380,907        |
| 2029             | 38.4                             | 23.3             | 2.3              | 8.3                  | 72.2             | \$ 1,466,601        |
| 2030             | 49.1                             | 23.3             | 2.3              | 8.3                  | 82.9             | \$ 1,683,497        |
| 2031             | 42.5                             | 23.3             | 2.3              | 8.3                  | 76.3             | \$ 1,550,062        |
| 2032             | 12.4                             | 22.2             | 2.3              | 8.3                  | 45.2             | \$ 916,848          |
| 2033             | 12.4                             | 22.2             | 2.3              | 14.1                 | 51.0             | \$ 1,035,642        |
| 2034             | 12.4                             | 22.2             | 2.3              | 14.1                 | 51.0             | \$ 1,035,825        |
| 2035             | 12.4                             | 22.2             | 2.3              | 11.6                 | 48.5             | \$ 985,038          |
| 2036             | 12.4                             | 18.4             | 2.3              | 11.6                 | 44.7             | \$ 907,507          |
| 2037             | 12.4                             | 5.2              | 2.3              | 11.6                 | 31.5             | \$ 639,864          |
| 2038             | 12.4                             | 3.8              | 2.3              | 5.7                  | 24.3             | \$ 492,438          |
| 2039             | 12.4                             | 3.8              | 2.3              | 5.7                  | 24.2             | \$ 491,767          |
| 2040             | 0.0                              | 3.8              | 2.3              | 7.6                  | 13.8             | \$ 279,623          |
| 2041             | 0.9                              | 3.8              | 2.3              | 7.6                  | 14.7             | \$ 298,488          |
| 2042             | 0.9                              | 3.8              | 2.3              | 7.6                  | 14.7             | \$ 298,488          |
| 2043             | 0.9                              | 3.8              | 2.3              | 8.0                  | 15.0             | \$ 305,189          |
| 2044             | 0.9                              | 3.8              | 2.3              | 5.7                  | 12.8             | \$ 259,702          |
| 2045             | 0.9                              | 3.8              | 2.3              | 5.7                  | 12.8             | \$ 259,702          |
| 2046             | 0.9                              | 3.8              | 2.3              | 5.7                  | 12.8             | \$ 259,702          |
| 2047             | 0.9                              | 3.8              | 2.3              | 4.8                  | 11.9             | \$ 241,629          |
| 2048             | 0.9                              | 3.8              | 2.3              | 3.8                  | 10.9             | \$ 220,917          |
| 2049             | 0.9                              | 3.8              | 2.3              | 3.8                  | 10.9             | \$ 220,917          |
| 2050             | 0.9                              | 3.8              | 2.3              | 3.8                  | 10.9             | \$ 220,917          |
| 2051             | 0.0                              | 3.8              | 2.5              | 3.8                  | 10.2             | \$ 206,255          |
| 2052             | 0.0                              | 3.8              | 0.0              | 3.8                  | 7.7              | \$ 155,346          |
| 2053             | 0.0                              | 3.8              | 0.0              | 3.8                  | 7.7              | \$ 155,346          |
| 2054             | 0.0                              | 3.8              | 0.0              | 3.8                  | 7.7              | \$ 155,346          |
| 2055             | 0.0                              | 3.4              | 0.0              | 3.8                  | 7.2              | \$ 145,782          |
| 2056             | 0.0                              | 0.0              | 0.0              | 4.3                  | 4.3              | \$ 87,684           |
| 2057             | 0.0                              | 0.0              | 0.0              | 1.9                  | 1.9              | \$ 38,786           |
| 2058             | 0.0                              | 0.0              | 0.0              | 1.9                  | 1.9              | \$ 38,786           |
| 2059             | 0.0                              | 0.0              | 0.0              | 1.9                  | 1.9              | \$ 38,786           |
| <b>Total</b>     | <b>522.2</b>                     | <b>377.4</b>     | <b>133.2</b>     | <b>239.7</b>         | <b>1,272.5</b>   | <b>\$25,840,892</b> |

**Table C-7**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Development Impact Fee Revenue Estimate - Industrial**

| Year         | Industrial Acres By Jurisdiction |                 |                  |                    | Total                | Fee Revenue                        |
|--------------|----------------------------------|-----------------|------------------|--------------------|----------------------|------------------------------------|
|              | Lathrop                          | Manteca         | Stockton         | Unincorp<br>County |                      |                                    |
|              | <i>Table D13</i>                 | <i>Table D7</i> | <i>Table D10</i> | <i>Table D16</i>   |                      |                                    |
|              |                                  |                 |                  |                    | <i>Fee Rate/Acre</i> | <i>Table 8</i><br><b>\$ 15,907</b> |
| 2016         | 0.0                              | 0.0             | 0.0              | 0.0                | 0.0                  | \$ 0                               |
| 2017         | 0.0                              | 0.0             | 0.0              | 0.0                | 0.0                  | \$ 0                               |
| 2018         | 0.0                              | 0.0             | 0.0              | 0.0                | 0.0                  | \$ 0                               |
| 2019         | 0.0                              | 0.0             | 0.0              | 0.0                | 0.0                  | \$ 0                               |
| 2020         | 19.1                             | 0.0             | 0.0              | 0.0                | 19.1                 | \$ 303,502                         |
| 2021         | 90.8                             | 68.0            | 0.0              | 0.0                | 158.8                | \$ 2,526,478                       |
| 2022         | 64.3                             | 64.2            | 0.0              | 0.0                | 128.5                | \$ 2,043,801                       |
| 2023         | 64.3                             | 83.4            | 0.0              | 0.0                | 147.7                | \$ 2,348,958                       |
| 2024         | 64.3                             | 69.6            | 0.0              | 0.0                | 133.9                | \$ 2,129,444                       |
| 2025         | 64.3                             | 73.2            | 0.0              | 0.0                | 137.5                | \$ 2,186,772                       |
| 2026         | 64.3                             | 24.7            | 0.0              | 0.0                | 89.0                 | \$ 1,415,579                       |
| 2027         | 64.9                             | 3.6             | 0.0              | 0.0                | 68.5                 | \$ 1,089,457                       |
| 2028         | 64.9                             | 3.6             | 0.0              | 0.0                | 68.5                 | \$ 1,089,107                       |
| 2029         | 41.9                             | 3.6             | 0.0              | 0.0                | 45.5                 | \$ 723,410                         |
| 2030         | 22.8                             | 3.6             | 0.0              | 0.0                | 26.4                 | \$ 419,622                         |
| 2031         | 22.8                             | 3.6             | 0.0              | 0.0                | 26.4                 | \$ 419,622                         |
| 2032         | 22.8                             | 3.6             | 0.0              | 0.0                | 26.4                 | \$ 419,622                         |
| 2033         | 22.8                             | 3.6             | 23.0             | 28.9               | 78.2                 | \$ 1,243,912                       |
| 2034         | 22.8                             | 3.6             | 20.2             | 28.9               | 75.4                 | \$ 1,199,850                       |
| 2035         | 22.8                             | 0.0             | 20.2             | 28.9               | 71.9                 | \$ 1,143,063                       |
| 2036         | 22.8                             | 0.0             | 20.2             | 28.9               | 71.9                 | \$ 1,143,540                       |
| 2037         | 0.0                              | 0.0             | 20.2             | 28.9               | 49.1                 | \$ 780,499                         |
| 2038         | 0.0                              | 0.0             | 20.2             | 0.0                | 20.2                 | \$ 321,477                         |
| 2039         | 0.0                              | 0.0             | 20.2             | 0.0                | 20.2                 | \$ 321,477                         |
| 2040         | 0.0                              | 0.0             | 20.2             | 0.0                | 20.2                 | \$ 321,477                         |
| 2041         | 0.0                              | 0.0             | 20.2             | 0.0                | 20.2                 | \$ 321,477                         |
| 2042         | 0.0                              | 0.0             | 20.2             | 0.0                | 20.2                 | \$ 321,477                         |
| 2043         | 0.0                              | 0.0             | 20.2             | 0.0                | 20.2                 | \$ 320,840                         |
| 2044         | 0.0                              | 0.0             | 0.0              | 0.0                | 0.0                  | \$ 0                               |
| 2045         | 0.0                              | 0.0             | 0.0              | 0.0                | 0.0                  | \$ 0                               |
| 2046         | 0.0                              | 0.0             | 0.0              | 0.0                | 0.0                  | \$ 0                               |
| 2047         | 0.0                              | 0.0             | 0.0              | 0.0                | 0.0                  | \$ 0                               |
| 2048         | 0.0                              | 0.0             | 0.0              | 0.0                | 0.0                  | \$ 0                               |
| 2049         | 0.0                              | 0.0             | 0.0              | 0.0                | 0.0                  | \$ 0                               |
| 2050         | 0.0                              | 0.0             | 0.0              | 0.0                | 0.0                  | \$ 0                               |
| 2051         | 0.0                              | 0.0             | 0.0              | 0.0                | 0.0                  | \$ 0                               |
| 2052         | 0.0                              | 0.0             | 0.0              | 0.0                | 0.0                  | \$ 0                               |
| 2053         | 0.0                              | 0.0             | 0.0              | 0.0                | 0.0                  | \$ 0                               |
| 2054         | 0.0                              | 0.0             | 0.0              | 0.0                | 0.0                  | \$ 0                               |
| 2055         | 0.0                              | 0.0             | 0.0              | 0.0                | 0.0                  | \$ 0                               |
| 2056         | 0.0                              | 0.0             | 0.0              | 0.0                | 0.0                  | \$ 0                               |
| 2057         | 0.0                              | 0.0             | 0.0              | 0.0                | 0.0                  | \$ 0                               |
| 2058         | 0.0                              | 0.0             | 0.0              | 0.0                | 0.0                  | \$ 0                               |
| 2059         | 0.0                              | 0.0             | 0.0              | 0.0                | 0.0                  | \$ 0                               |
| <b>Total</b> | <b>762.5</b>                     | <b>411.8</b>    | <b>225.0</b>     | <b>144.3</b>       | <b>1,543.6</b>       | <b>\$24,554,462</b>                |

**Table C-8**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Developer Advances and Agency Funding**

| <b>Funding Source</b>   | <b>Amount</b>      |
|-------------------------|--------------------|
| Lathrop                 | \$1,005,305        |
| Lathrop Gateway/Lazares | \$3,720            |
| Manteca                 | \$962,125          |
| Others                  | \$476,131          |
| RD 17                   | \$126,300          |
| Richland                | \$1,349,453        |
| River Islands           | \$15,500           |
| Saybrook                | \$712,480          |
| SJ County               | \$65,703           |
| Stockton                | \$65,703           |
| <b>Total</b>            | <b>\$4,782,419</b> |

Source: City of Lathrop, City of Manteca, LWA

Note: For additional funding source details refer to the Mossdale Tract Program 2021 Annual Adequate Progress Report Update for Urban Level of Protection dated June 25, 2021 and the Mossdale Tract Area Regional Urban Level of Flood Protection Advance Funding Credit and Reimbursement Policies and Procedures Study dated October 15, 2019.

## APPENDIX D – EXAMPLE GROSS DEVELOPABLE ACREAGE CALCULATION

For this example calculation, the Gross Developable Acreage (GDA) for Lot 1–B on the attached Maps is calculated.

**Map D-1** shows the overall tentative map for the “Wheeler Ranch” project. **Map D-2** is an enlargement of Lot 1–B with an indication of acreage to be subtracted from the large lot map when determining GDA. Note: For purposes of the fee calculation, the City may require the small lot final map to provide a calculation of GDA.

### STEP 1

Goal: From the tentative map, determine the gross acreage for the large lot.

Solution: In this case, the gross acreage for the large lot by the unit is given in the land use table. Lot 1–B’s gross acreage is stated as 38.3 acres. This includes the allocable portion of parks/open space that is not indicated as its own unit, as well as major collectors and arterials.

### STEP 2

Goal: Subtract all acreage in Major Roads, Parks, Open Space, and other property that will ultimately be publicly owned.

Solution: In this case, the densities indicated in the land use table, based on the note, exclude the allocable area of arterials and collector streets. If the density is divided by the number of units, the result is the acreage of the unit without allocable major roads.

Lot 1–B has 147 lots, and a density of 4.1 units/acre.

$147/4.1 = 35.9$  acres. Therefore, there were 2.4 acres of major roads included in the unit acreage stated in the land use table ( $38.3$  acres -  $35.9$  acres =  $2.4$  acres).

Subtract all open space. Lot 1–B includes two park areas: one of 1.3 acres and one of 0.5 acres.

$35.9$  acres - ( $1.3$  acres +  $0.5$  acres) =  $34.1$  acres.

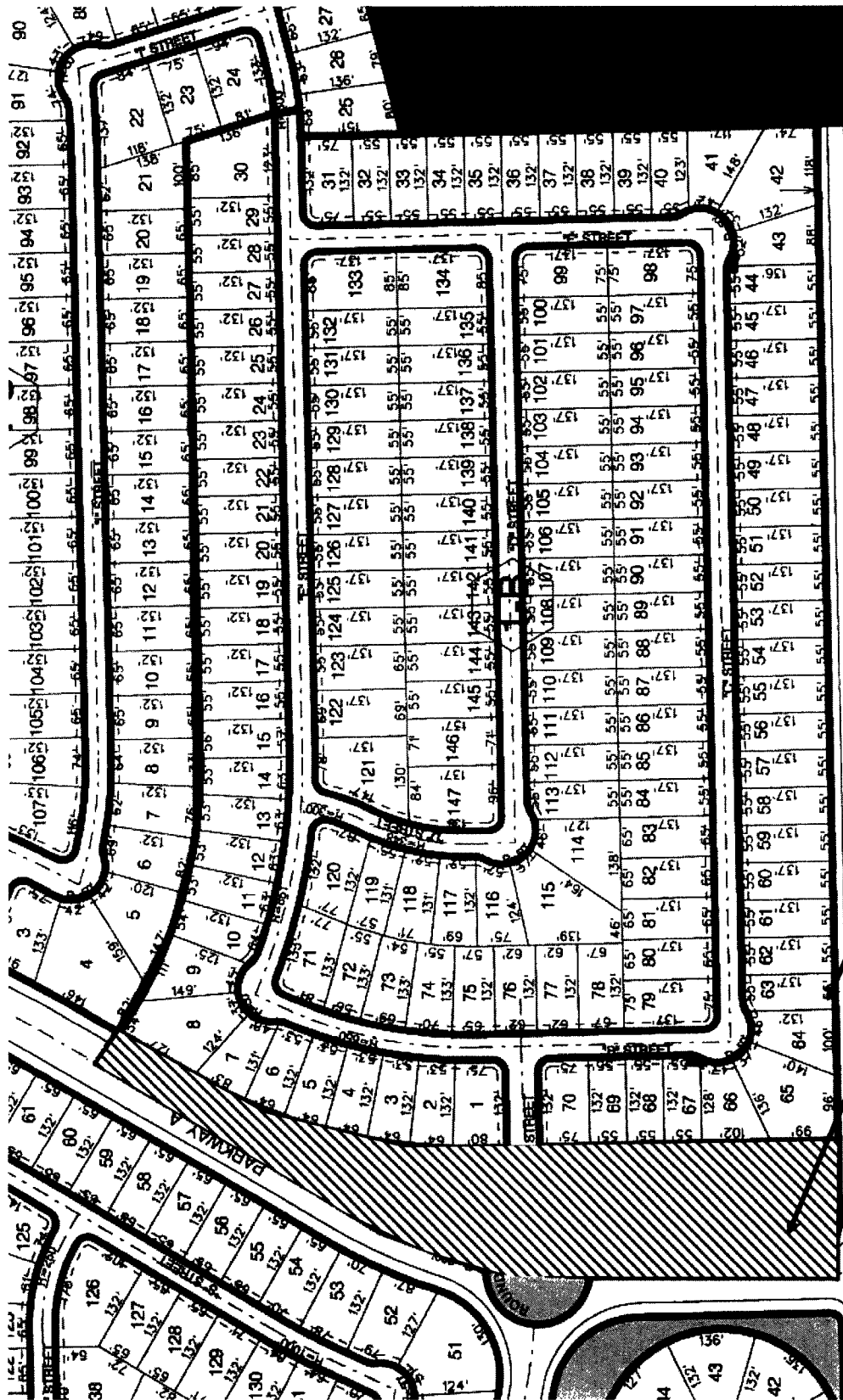
No additional ultimately publicly owned property is remaining in the Lot; therefore, the GDA for Lot 1–B is 34.1 acres.

Furthermore, the GDA per unit is 0.232. This is the “Project” acreage to be used for determining the Per Unit Fee Rate for each Levee Fee charged at Building Permit.



**MAP D-2**

**Wheeler Ranch Unit 1-B—Example Gross Developable Acreage Calculation**



Gross Acreage—38.3 Acres per Land Use Table

Less Major Roads—(2.4 Acres)

Less Parks and Open Space—(1.8 Acres)

Gross Developable Acres for Fee = 34.1 Acres

AMENDED AGREEMENT FOR COLLECTION OF  
SAN JOAQUIN AREA FLOOD CONTROL AGENCY  
MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF  
FLOOD PROTECTION DEVELOPMENT IMPACT FEE

This Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("Agreement") is made and entered into on the date it is effective pursuant to Section 12 by and among the following parties:

- a. City of Stockton, hereinafter referred to as "Stockton";
- b. County of San Joaquin, hereinafter referred to as "County";
- c. City of Lathrop, hereinafter referred to as "Lathrop;"
- d. City of Manteca, hereinafter referred to as "Manteca;" and,
- e. The San Joaquin Area Flood Control Agency, herein referred to as "SJAFC."

A signatory to this Agreement is referred to herein as a Party, and collectively each Party is referred to as the Parties.

## RECITALS

WHEREAS, in January of 2018, Stockton, the County, the San Joaquin County Flood Control and Water Conservation District ("SJCFWCDC"), Lathrop, and Manteca executed an Amended and Restated Joint Exercise of Powers Agreement ("JEPA") to reform the San Joaquin Area Flood Control Agency ("Agency") with a common goal of expanding the Agency to allow a coordinated effort to reduce flood risk in the Mossdale Tract Area (the "Program").

WHEREAS, SJAFCA, through certain state legislation and through the execution of the Amended and Restated Joint Exercise of Powers Agreement, has legal authority to prescribe, revise and collect fees as a condition of development of land (JEPA Section 7.m) for the purpose of assisting in the financing of flood control facilities, including the authority to make such fees applicable to development of land within the County, Stockton, Lathrop, and Manteca (collectively, "the Land Use Agencies").

WHEREAS, SJAFCA exercised this authority for the purpose of assisting in the financing of levee improvements and related flood risk reduction measures necessary to provide at least a 200-year level of flood protection to lands within the 200-year floodplain along the San Joaquin River in the Mossdale Tract Area ("Program Area") and to thereby offset the increase in damageable property that is placed in the levee protected floodplain as new development occurs in this area.

WHEREAS, SJAFCA prepared a Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Nexus Study ("Nexus Study") dated November 8, 2018 that described and determined the applicable Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("DIF").

WHEREAS, SJAFCA has now prepared an updated Nexus Study, dated February 23, 2022, that again describes and determines an updated DIF.

WHEREAS, each of the Parties has adopted or will adopt the updated Nexus Study which creates an updated DIF for the Program Area.

WHEREAS, SJAFCA has requested that the Land Use Agencies, as a condition of issuance of a building permit for new development in the Program Area, as shown on Figure 1 in the Nexus Study, that is within each of the Land Use Agency's land use authority, collect and transmit to SJAFCA the updated DIF for the development project for which such building permit is to be issued.

WHEREAS, the Land Use Agencies are willing and desire to collect the DIF and to transmit the DIF to SJAFCA, and the Land Use Agencies and SJAFCA desire to set forth the standards applicable to the collection of the DIF.



## COVENANTS

In consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated in this Agreement by reference.
2. Collection and Transmission of DIF. Commencing with the effective date of the updated DIF, the Land Use Agencies shall collect the updated DIF as a condition of issuance of a building permit for any building, for which a building permit is required, located in the Program Area. The Land Use Agencies shall transmit to SJAFCA all amounts of the DIF that have been collected, minus the hold-back processing fee for the Land Use Agencies adopted pursuant to the Nexus Study. The methodology for computing the DIF, together with other procedural criteria, are specified in the Nexus Study.
3. Deposit of DIF. SJAFCA shall maintain a separate capital facilities account into which the Land Use Agencies shall, at least quarterly, deposit the DIF funds collected by the Land Use Agencies. Any interest earned on the DIF while held by the Land Use Agency shall also be deposited by the Land Use Agency.
4. Periodic Update of the DIF. SJAFCA shall promptly notify the Land Use Agencies of any necessary adjustments to the DIF to be made by the Parties from time to time.
5. Application of Fee Crediting and Reimbursement Policies. The Parties agree that in order to have a fair application of this Agreement, the DIF and the funds it will generate within each Land Use Agency, it is necessary to agree to principles which will be applied by any Land Use Agency when certain conditions occur. In such cases, the Land Use Agencies agree to apply the principles contained in Exhibit B to Collection Agreement. The relevant conditions are as follows:

- a. The Land Use Agency has previously collected funds pursuant to a funding agreement with a developer in advance of when the fee would otherwise be due pursuant to the DIF Resolution and the funds are to be used to plan, design, and/or construct a portion of the Program; or,
- b. The Land Use Agency has entered into an agreement with a developer to plan, design and/or construction a portion of the Program; or,
- c. The Land Use Agency itself has funded the planning, design and/or construction a portion of the Program.

6. Refunds. In the event that a Land Use Agency collects the DIF or a portion of the DIF in error, the Land Use Agency will recalculate the correct DIF amount, process a refund to the customer, if necessary, and notify SJAFCA of this action. SJAFCA shall promptly refund any amount due to the Land Use Agency as a result of such error, or upon request of the Land Use Agency shall work with the Land Use Agency to true-up amounts owing in conjunction with the Land Use Agency forwarding future DIFs. In the event that a Land Use Agency requests that SJAFCA process a refund due to a building permit expiring without construction taking place, SJAFCA shall promptly process such refund to the Land Use Agency minus any costs incurred by SJAFCA in processing such refund.

7. Payment of DIF under Protest. Pursuant to Title 7, Division 1, Chapter 9 of the California Government Code, commencing with §66020, any aggrieved landowner shall be entitled to pay the applicable DIF to a Land Use Agency under protest. The protest procedures set forth therein shall apply to the DIF paid under protest.

8. Appeal. SJAFCA's Board of Directors shall hear all appeals for waiver or reduction in SJAFCA's DIF. The Board of Directors may adopt such policies as it wishes for the processing of the appeal and shall have the sole authority to grant or deny the

appeal. Within 5 business days following the final action of its Board of Directors regarding an appeal, SJAFCA shall notify the affected Land Use Agency in writing of its determination.

9. Compensation of Land Use Agencies. In consideration for collecting the DIF and consistent with the hold-back provided for in Section 2, SJAFCA shall reimburse the Land Use Agencies for their cost of time and materials for calculating, reporting, collecting, and processing functions. Such costs shall include the time and materials expended by, but not limited to, employees of the relevant Community Services Department, the Auditor-Controller's department, the Land Use Agencies' administrative office, and the information technology department. The Parties agree that a charge of 3% of the DIF is a reasonable estimate of the Land Use Agencies' cost of time and materials for calculating, reporting, collecting, and processing of the DIF. Each Land Use Agency and SJAFCA may agree to a different amount that reflects the Land Use Agency's actual cost of collection by executing a letter agreement without the need to amend this Agreement.

10. Relationship to Enhanced Infrastructure Financing District.

The Parties acknowledge that as a separate action, the Land Use Agencies are also collaborating on the creation of an enhanced infrastructure financing district ("EIFD") which will collect funds from a portion of property taxes paid in the Program Area to also fund, in addition to the DIF, levee improvements protecting the Program Area. For the EIFD, the Land Use Agencies have agreed that the County will contribute a larger share of EIFD payments for an initial period, in exchange for the County receiving priority repayment of some of those funds from the DIF collected under this Agreement. Attached hereto as Exhibit A are the key terms showing the mechanism of such priority repayment and each of the Land Use Entities agrees to such priority repayment.

11. Indemnification.

a. Except as provided in Section 11.b., SJAFCA agrees to indemnify, hold harmless and defend the Land Use Agencies, their Board of Supervisors or City

Council, officers, directors, agents and employees from and against any and all demands, liabilities, claims, actions, costs, damages, losses, litigation or expenses (including attorney's fees) arising out of or in any way related to, directly or indirectly, any action taken by the Land Use Agencies to collect the DIF and/or their performance of the obligations of this Agreement. This indemnification shall extend and apply to any claim, demand, or litigation pertaining to the lawfulness or validity of the SJAFCA DIF.

b. Each Land Use Agency agrees to indemnify, hold harmless and defend SJAFCA, its Board of Director, officers, agents and employees from and against any and all demands, liabilities, claims, actions, costs, damages, losses, litigation or expenses (including attorney's fees) arising out of or in any way related to, directly or indirectly, any criminal, reckless, or wrongful action taken by the Land Use Agency or its employees in the collection or processing of the DIF.

12. Notices. Notice to be provided to any Party to this Agreement arising out of matters pertaining to this Agreement shall be addressed as follows:

For County and SJCFWCD:

San Joaquin County Department of Public Works  
ATTN: Public Works Director  
P.O. Box 1810  
Stockton, California 95201

For City of Lathrop:

City of Lathrop  
ATTN: Teresa Vargas, City Clerk  
390 Towne Centre Drive  
Lathrop, CA 95330

For City of Manteca:

City of Manteca  
ATTN: City Clerk

1001 W. Center Street  
Manteca, CA 95337

For City of Stockton:

City of Stockton Community Development Department  
ATTN: Community Development Director  
424 N. El Dorado Street  
Stockton, CA 95202

Any party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other Parties, which shall be effective upon receipt.

13. Term. This Agreement shall be effective as to SJAFCA and any Land Use Agency, once SJAFCA and the Land Use Agency both execute this Agreement and also adopt the DIF, and shall be effective as to each additional Land Use Agency once this Agreement is executed by that Land Use Agency and the DIF is adopted, and shall end when either (i) SJAFCA terminates the Agreement in accordance with Section 14, or (ii) all adopting Land Use Agencies have terminated the Agreement in accordance with Section 14.

14. Withdrawal from Agreement. Any Land Use Agency that has executed this Agreement, or SJAFCA, may withdraw from this Agreement by giving the other Parties at least six (6) months written notice of withdrawal. In the event of withdrawal by a Land Use Agency, that Land Use Agency shall, within 10 days of effective withdrawal, cause to be deposited into SJAFCA's separate capital facilities account all DIF funds collected prior to withdrawal.

15. Modifications. This Agreement contains the entire understanding of the Parties and no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by all Parties. Waiver by any Party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

16. Governing Laws and Jurisdiction. This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in the Superior Court of San Joaquin County, California.

17. Assignment; Binding on Successors. The rights and duties of the Parties may not be assigned or delegated without the written consent of all other Parties. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto, respectively. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Agency then in effect.

18. Interpretation. This Agreement shall be deemed to have been prepared equally by all of the Parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one Party on the basis that another Party prepared it.

19. Entire Agreement. This Agreement constitutes the entire contract between the Parties regarding the collection, deposit, and reporting of the DIF. Any prior agreements, regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

20. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

21. Duplicate Counterparts. This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by SJAFCA and at least one of the Land Use Agencies.

22. Interpretation. For purposes of this Agreement, references to "he" shall mean and include "she," references to "him" shall mean and include "her," and references to "his" shall mean and include "hers."

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above-written.

COUNTY OF SAN JOAQUIN  
a political subdivision of the State of California

CITY OF STOCKTON,  
a municipal Corporation

By: \_\_\_\_\_  
Jerome Wilverding  
County Administrator

By: \_\_\_\_\_

ATTEST:

Clerk of the Board of Supervisors  
of the County of San Joaquin,  
State of California

ATTEST:

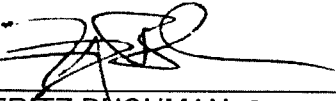
Clerk of the City of Stockton

By: \_\_\_\_\_  
RACHÉL DeBORD  
Deputy Clerk

By: \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM

By:   
FRITZ BUCHMAN, C.E. T.E., CFM  
Interim Director of Public Works

By: \_\_\_\_\_

APPROVED AS TO FORM:

By:   
Matthew Dacey  
Deputy County Counsel

CITY OF LATHROP,  
a municipal Corporation

CITY OF MANTECA,  
a municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Title:

Title:

ATTEST:

ATTEST:

Clerk of the City of Lathrop

Clerk of the City of Manteca

By: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title:

Title:

SAN JOAQUIN AREA FLOOD CONTROL  
AGENCY

APPROVED AS TO FORM:

By: \_\_\_\_\_

By: \_\_\_\_\_

CHRIS ELIAS  
Executive Director

SCOTT L. SHAPIRO  
Agency Counsel



## EXHIBIT A

### SAN JOAQUIN AREA FLOOD CONTROL AGENCY MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF FLOOD PROTECTION DEVELOPMENT IMPACT FEE

#### Key Terms Related to the Repayment of EIFD Payments to Land Use Entities from Impact Fees

1. Development Impact Fees "Impact Fees" collected after the Initial Years (ending in 2029), would be paid to each jurisdiction to help offset the general fund impacts associated with debt service requirements of the EIFD, subject first to priority reimbursement of "County Additional EIFD Contributions," as defined below. (i.e., the Impact Fees would be directly paid to the County until they have fully repaid the cumulative County Additional EIFD Contributions. After that repayment, Impact Fees would be used to offset the agencies' impacts to their respective general funds from prior EIFD property tax allocations, the "Impact Fee Offset," as further described below).
2. During the Initial Years, the following EIFD funding participation is proposed:
  - a) San Joaquin County proposed to contribute a total flat rate of 47% of property tax increment, comprised of its Initial Base Rate plus an additional 37% of property tax increment, with such additional amount defined as "County Additional EIFD Contribution".
  - b) Cities will each provide their respective Initial Base Rates.
3. Following the Initial Years, the following EIFD Funding participation and other financial arrangements are proposed:
  - a) The Initial Base Rates would no longer apply and all agencies, including the County, would provide proportional EIFD contributions (i.e., the same percentage rate of total tax increment) to meet the debt service needs of any debt issued and secured by EIFD revenues subject to the Maximum Rate (20%) of total property tax increment. The contributions provided after the Initial Years would be subject to the Maximum Rate are defined as the "Post Project Annual Contribution."
  - b) The cumulative County Additional EIFD Contribution shall be repaid to the County using Impact Fees. County to receive 100% of Impact Fees until the cumulative Additional County EIFD Contribution is repaid with interest compounded quarterly on at the annual County Pooled Treasury Rate for that quarter plus 200 basis points.

- c) Following retirement of the cumulative County Additional EIFD Contribution with interest from Impact Fees, the Impact Fee Offset would be implemented as follows. All Impact Fees received by SJAFCA after repayment to the County would be allocated and paid to the Cities and the County to offset prior general fund impacts of previous EIFD contributions. The proportionate share of the cumulative total of each participating agency's Initial Contributions and Post Project Annual Contributions are defined as each agency's "Base EIFD Share." DIF revenues would be paid to each Agency based on its Base EIFD Share.
- d) The duration (i.e., term) of Impact Fee Offset payments is yet to be determined. The term will be finalized during the process of updating the SJAFCA Mossdale ULOP Program Impact Fee Nexus Study. As part of the Impact Fee Update process, the Member Agencies will have an opportunity to weigh in on duration of the impact fee program.

**EXHIBIT B**  
**FEE CREDITING PRINCIPLES**

EXHIBIT B  
SAN JOAQUIN AREA FLOOD CONTROL AGENCY  
MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF FLOOD PROTECTION  
+ ~~VEE~~ IMPACT FEE CREDIT & REIMBURSEMENT POLICIES

UNDERLYING ASSUMPTIONS

The following are the underlying assumptions that predicate the establishment of credits and reimbursements:

- All funding, in-kind services, or construction of facilities in furtherance of providing an Urban Level of Flood Protection to Mossdale Tract Area, "Prior Advance Funding," was provided in advance of the Reclamation District 17 Interim Levee Impact Fee (Interim Levee Fee) and San Joaquin Area Flood Control Agency (SJAFC) Regional Levee Fee (Regional DIF) (collectively, the Levee Fee) on behalf of development projects will be identified by the tables in a "Credit & Reimbursement Analysis," to be prepared by SJAFC.
- All Prior Advance Funding of the Levee Fee will be proportionately allocable to the individual tract maps/phases/units/villages in projects based upon a project's gross developable acreage.
- Development within a project is assumed to have an obligation to fund levee improvements for all undeveloped gross developable acreage as of April 7, 2017 in Lathrop and April 22, 2017 in Manteca, the effective dates of the Interim Fees adopted by Lathrop and Manteca.
- Units within a project are assumed to have been previously absorbed if a permit for the unit has been applied for before January 8, 2019, the effective date of SJAFC's Regional DIF.
- The Levee Fee obligation for all remaining developable acreage in a project absorbed before January 8, 2019 are the Initial Fee Rates as identified in the November 8, 2018, Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee Nexus Study as adopted by SJAFC Resolution \_\_\_-18 on November 8, 2018 (reference Table 1 of that Nexus Study).
- The credit for Prior Advance Funding will be expressed in terms of GDAs and will be determined by taking the amount of prior advance funding and dividing it by the Initial Fee Rates per GDA. The amount of GDA credit will be set by this methodology and will not be recalculated in the future by the escalating fee rate.
- All permits that have previously been applied for before January 8, 2019, (i.e., absorbed) are assumed to have been fully funded with credit from prior advance funding and no additional Levee Fees will be required to be paid for these units.
- For multiple projects that are being developed by a common landowner, if one project is determined to have advance funded Levee Fees in excess of its obligation and is due a reimbursement, the reimbursement will be applied and added to the credit of the next project currently underway with the consent of the landowner.

## CREDITING POLICY FOR PRIOR ADVANCE FUNDING

The Crediting Policy will allow for the use of the accumulated credit on a proportionate basis as the remainder of a project is developed. The basis for the proportionality will be the ratio of Remaining Credit Acreage to Total Remaining Acres to be developed.

- "Remaining Credit Acreage" will be defined as the credit accumulated by the prior advance funding less the amount of credit utilized by units that have been absorbed prior to January 8, 2019.
- "Total Remaining Acres" to be developed will be defined as the difference between the total developable GDAs in a project and the amount of acres absorbed before January 9, 2019, or as subsequently revised by the Land Use Agency and the Landowner.

### Use of Prior Advance Funding Credit

As homes and/or projects are constructed by permits applied for after January 9, 2019, the landowner will fund a portion of the Levee Fee based on the relative proportionality between the remainder of a project not able to be funded from the Remaining Credit Acreage and the Total Remaining Acres left in the project after all previously absorbed units.

To implement this policy, the Land Use Agency will calculate this remaining amount of the Levee Fee due as the individual building permits are issued for units to be constructed in the project. Collection of the Levee Fee can be deferred consistent with any adopted fee deferral program by the Land Use agency.

## CREDITING POLICY FOR CONSTRUCTION OF FACILITIES

Any Developer constructed facilities will be constructed pursuant to an agreement entered into between the Land Use Agency and SJAFCA. The agreement will specify the maximum amount of credit that will be afforded for the construction of the facility which will be the lesser of the estimated cost of the facility which was the basis for the development fee program or the Developer's actual construction cost ("Constructed Facilities Funding Credit"). Constructed Facilities Funding Credit will be documented and provided when a completed facility is accepted by the appropriate entity.

### Use of Constructed Facilities Funding Credit

Use of Constructed Facilities Funding Credit will be consistent with the "Use of Advance Funding Credit" described above.

## REIMBURSEMENT POLICY FOR PRIOR ADVANCE FUNDING

### For Development Projects due a reimbursement as a result of funding in excess of a Project's Levee Impact Fee Obligation

The reimbursement policy will be consistent with the following underlying principles.

- Reimbursements will be only be paid from levee impact fees collected from other development projects.
- No reimbursements should be paid to a party advancing funds into the levee improvement program until all levee improvement project costs are paid and the levee improvement program has been completed and certified, unless otherwise determined by SJAFCA that payment of such reimbursements is financially feasible and legally defensible by SJAFCA.

- The Board should make decisions that consider the impact to the Project and the services provided to SJAFCA beneficiaries at large.
- The Board should make decisions that consider the proportionality of the investment made into the levee improvement program.
- The Board should consider the timing of repayment of capital to those investing in the levee improvement program.

**For Land Use Agencies due a reimbursement as a result of funding provided to advance the Levee Improvement Program in advance of January 1, 2018**

The reimbursement policy will be consistent with the following underlying principles.

- No reimbursements should be paid from development fees to a land use agency that advanced funds into the levee improvement program until all levee improvement project costs are paid and the levee improvement program has been completed and certified, unless otherwise determined by SJAFCA that payment of such reimbursements is financially feasible and legally defensible by SJAFCA.
- The Board should make decisions that consider the impact to the Project and the services provided to SJAFCA beneficiaries at large.
- The Board should make decisions that consider the proportionality of the investment made into the levee improvement program.
- The Board should consider the timing of repayment of capital to those investing in the levee improvement program.

**For Land Use Agencies due repayment pursuant to the Interim Seed Money Funding Agreement dated June 12, 2018**

- Repayment will be made consistent with Section 6 of that Agreement.

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## ITEM 5.3

### **CITY MANAGER'S REPORT SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**

**ITEM:** **PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTION OF THE REGIONAL URBAN LEVEL OF FLOOD PROTECTION DEVELOPMENT LEEVE IMPACT FEE IN THE MOSSDALE TRACT AREA**

**RECOMMENDATION:** **City Council to Consider the Following:**  
**1. Hold a public hearing; and**  
**2. Adopt a Resolution Approving the Regional Urban Level of Flood Protection Development Levee Impact Fee in the Mossdale Tract Area**

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#### **SUMMARY:**

During the September 12, 2022 City Council meeting, staff will recommend that Council approve the San Joaquin Area Flood Control Agency's Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Update Nexus Study. If approved, City Council has taken the first step in implementing an updated San Joaquin Area Flood Control Agency (SJAFCA) Mossdale Tract Area Regional Levee Impact Fee Program. The updated Nexus Study (Attachment "B") provides the basis for the proposed Regional Levee Impact Fee to ensure that new development pays its proportionate share of the levee improvement costs needed to provide Urban Level of Flood Protection (ULOP) to the Mossdale Tract Area.

If Council approves the Nexus Study, the next step is to approve the Regional ULOP Development Impact Fee by resolution. Staff requests that City Council hold a public hearing, consider all information and public testimony and, if determined to be appropriate, adopt a resolution approving the Regional ULOP Development Impact Fee.

#### **BACKGROUND:**

During the September 12, 2022 City Council meeting, staff will recommend that Council approve the San Joaquin Area Flood Control Agency's Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Update Nexus Study. If approved, City Council has taken the first step in the process of implementing an updated San Joaquin Area Flood Control Agency (SJAFCA) Mossdale Tract Area Regional Levee Impact Fee Program. The updated Nexus Study (Attachment "B") provides the basis for the proposed Regional Levee Impact Fee to ensure that new development pays its proportionate share of the levee improvement costs needed to provide Urban Level of Flood Protection (ULOP) to the Mossdale Tract Area.



**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**

**PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTION OF THE REGIONAL ULOP PROTECTION DEVELOPMENT LEVEE IMPACT FEE IN THE MOSSDALE TRACT AREA**

If Council approves the Nexus Study, the next step is to approve the Regional ULOP Development Impact Fee by resolution. The Nexus Study presents a fee that is calculated on a Gross Developable Acreage (GDA) basis versus a square footage basis. As such, the required AB 602 exemption findings are presented in the Nexus Study.

Tables 1 and 2 below summarize the proposed Regional ULOP Development Impact Fee rates compared to the current fee rates in effect today.

**TABLE 1 – Proposed Rates for Adoption**

| <b>Land Use</b>           | <b>Fiscal Year<br/>20/21<br/>Regional<br/>Fee Rates<br/>(Per GDA)</b> | <b>Updated<br/>Regional<br/>Fee Rates<br/>(Per GDA)</b> | <b>Change<br/>from<br/>Current Rate</b> |
|---------------------------|---|---|---|
| Single Family Residential | \$19,428  | \$22,106  | 14%                                     |
| Multi-Family Residential  | \$17,691  | \$20,686  | 17%                                     |
| Commercial                | \$18,399  | \$20,916  | 14%                                     |
| Industrial                | \$15,309  | \$16,384  | 7%                                      |

**TABLE 2 - Demonstrative Rates on Per Unit Basis**

| <b>Land Use</b>               | <b>Basis</b> | <b>Fiscal Year<br/>20/21<br/>Regional<br/>Fee Rates</b> | <b>Updated<br/>Regional<br/>Fee Rates</b> | <b>Change<br/>from<br/>Current Rate</b> |
|-------------------------------|--------------|---|---|---|
| Single Family Residential [1] | Per Unit     | \$3,169   | \$3,770                                   | 19%                                     |
| Multi-Family Residential [2]  | Per Unit     | \$922   | \$1,095                                   | 19%                                     |
| Commercial [3]                | Per 1,000 SF | \$1,442   | \$1,713                                   | 19%                                     |
| Industrial [4]                | Per 1,000 SF | \$1,113   | \$1,053                                   | -5%                                     |

[1] Current assumption is 6.13 units per GDA. Proposed assumption is 5.86 units per GDA.

[2] Current assumption is 19.19 units per GDA. Proposed assumption is 18.89 units per GDA.

[3] Current assumption is 12,763 SF per acre. Proposed assumption is 12,207 SF per acre.

[4] Current assumption is 13,756 SF per acre. Proposed assumption is 15,553 SF per acre.

**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING  
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTION OF THE  
REGIONAL ULOP PROTECTION DEVELOPMENT LEVEE IMPACT FEE IN THE  
MOSSDALE TRACT AREA****REASON FOR RECOMMENDATION:**

Approval of the Regional ULOP Development Impact Fee is the final step implementing an updated SJAFCA Mosssdale Tract Regional Levee Impact Fee Program. The purpose of the update is to reflect changes and refinements in SJAFCA's financing plan for 200-year ULOP levee improvements for the Mosssdale Tract. Amendments to the SJAFCA Collection Agreement include the incorporation of terms related to the Mosssdale Tract EIFD.

Staff recommends that City Council hold a public hearing, consider all information and public testimony and, if determined to be appropriate, adopt a resolution approving the Regional ULOP Development Impact Fee.

**FISCAL IMPACT:**

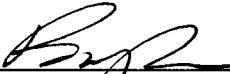
The creation of the Regional Urban Level of Flood Protection Development Impact Fee, as collected by the local land use agencies, is expected to generate approximately \$71.44 million to be used to partially fund the required improvements to Mosssdale Tract Area Levee System. Complete funding for the required improvements will require additional funding sources as described in the 2021 Adequate Progress Report.

**ATTACHMENTS:**

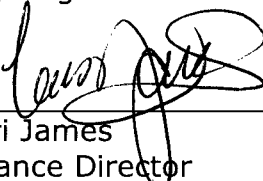
- A. Resolution Approving the Regional Urban Level of Flood Protection Development Levee Impact Fee in the Mosssdale Tract Area
- B. Updated Mosssdale Tract Area Regional Urban Level of Flood Protection Development Levee Impact Fee dated, May 12, 2022

**CITY MANAGER'S REPORT** **PAGE 4**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTION OF THE**  
**REGIONAL ULOP PROTECTION DEVELOPMENT LEVEE IMPACT FEE IN THE**  
**MOSSDALE TRACT AREA**

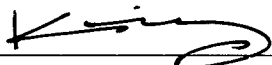
**APPROVALS**

  
\_\_\_\_\_  
Brad Taylor  
City Engineer

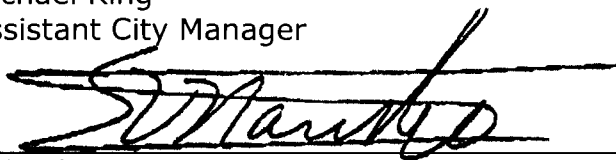
9/1/2022  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director


9/6/2022  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

8.31.2022  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

9/2/2022  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.6.22  
Date

**RESOLUTION 22-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE REGIONAL URBAN LEVEL OF FLOOD PROTECTION DEVELOPMENT LEVEE IMPACT FEE IN THE MOSSDALE TRACT AREA**

**WHEREAS**, the Mitigation Fee Act (the "Act") (California Government Code Section 66000 *et seq.*) authorizes a local agency to impose impact fees as a condition of approval of development projects to help defray the costs of public infrastructure and facilities that will be needed to serve the proposed development; and

**WHEREAS**, the San Joaquin Area Flood Control Agency ("SJAFCA") has directed Larsen Wurzel & Associates, Inc. to prepare the Mosssdale Tract Area Regional Urban Level of Flood Protection ("ULOP") Development Impact Fee Update dated May 12, 2022 ("Nexus Study"), and

**WHEREAS**, section 6602(a) of the Act, notice was published in the Manteca Bulletin on September 2nd and 8th, 2022, providing 10 days' notification of the time and place for a public hearing to consider and adopt the Regional ULOP Development Impact Fee Update. Notice of the hearing was also provided 14 days prior to the public hearing to those interested parties who requested, in writing, notice of meetings on new or increased fees or service charges; and

**WHEREAS**, a public hearing was held on September 12, 2022 at a regularly scheduled meeting of the Lathrop City Council (the "Council") to hear and consider the adoption of the Regional ULOP Development Impact Fee; and

**WHEREAS**, the Nexus Study presents a fee that is calculated on a Gross Developable Acreage (GDA) basis versus a square footage basis. As such, the required AB 602 exemption findings are presented in the Nexus Study.

Tables 1 and 2 below summarize the proposed Regional ULOP Development Impact Fee rates compared to the current fee rates in effect today.

**TABLE 1 – Proposed Rates for Adoption**

| <b>Land Use</b>           | <b>Fiscal Year<br/>20/21<br/>Regional<br/>Fee Rates<br/>(Per GDA)</b> | <b>Updated<br/>Regional<br/>Fee Rates<br/>(Per GDA)</b> | <b>Change<br/>from<br/>Current Rate</b> |
|---------------------------|---|---|---|
| Single Family Residential | \$19,428  | \$22,106  | 14%                                     |
| Multi-Family Residential  | \$17,691  | \$20,686  | 17%                                     |
| Commercial                | \$18,399  | \$20,916  | 14%                                     |
| Industrial                | \$15,309  | \$16,384  | 7%                                      |

**TABLE 2 - Demonstrative Rates on Per Unit Basis**

| <b>Land Use</b>               | <b>Basis</b> | <b>Fiscal Year<br/>20/21<br/>Regional<br/>Fee Rates</b> | <b>Updated<br/>Regional<br/>Fee Rates</b> | <b>Change<br/>from<br/>Current<br/>Rate</b> |
|-------------------------------|--------------|---|---|---|
| Single Family Residential [1] | Per Unit     | \$3,169   | \$3,770                                   | 19%   |
| Multi-Family Residential [2]  | Per Unit     | \$922   | \$1,095                                   | 19%   |
| Commercial [3]                | Per 1,000 SF | \$1,442   | \$1,713                                   | 19%   |
| Industrial [4]                | Per 1,000 SF | \$1,113   | \$1,053                                   | -5%   |

[1] Current assumption is 6.13 units per GDA. Proposed assumption is 5.86 units per GDA.

[2] Current assumption is 19.19 units per GDA. Proposed assumption is 18.89 units per GDA.

[3] Current assumption is 12,763 SF per acre. Proposed assumption is 12,207 SF per acre.

[4] Current assumption is 13,756 SF per acre. Proposed assumption is 15,553 SF per acre.

; and,

**WHEREAS**, the development impact fee will fund levee improvements that meet ULDC standards and achieve 200-year ULOP while offsetting the increase in damageable property that will be placed in the levee-protected floodplain as new development occurs in the area, and that the fee is needed to implement Phase 4 levee improvements to the Mosssdale Tract and repay funds advanced by the developers and local agencies to support early implementation of the improvements; and

**WHEREAS**, if Council approves the Nexus Study, staff requests that City Council hold a public hearing, consider all information and public testimony and, if determined to be appropriate, adopt a resolution approving the Regional Urban Level of Flood Protection Development Levee Impact Fee in the Mosssdale Tract Area, included as Attachments "B" the September 12, 2022 City Manager's Report, and the fees recommended therein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lathrop as follows:

1. The Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the Council's adoption of this Resolution.

2. The Council based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, hereby establishes the Regional Development Impact Fee for the Mossdale Tract Area, which is attached to the September 12, 2022 City Manager's Report, included as Attachment B.

3. The Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee shall take effect 60 days after adoption of this Resolution.

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 12<sup>th</sup> day of September 2022, by the following vote:

AYES:

NOES:

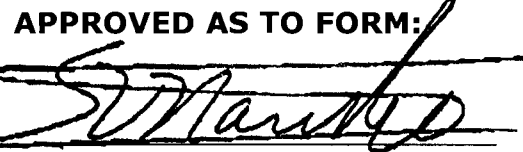
ABSTAIN:

ABSENT:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**  
  
\_\_\_\_\_  
Salvador Navarrete, City Attorney



LARSEN WURZEL  
& Associates, Inc.

2450 Venture Oaks Way, Suite 240  
Sacramento, CA 95833

# Mossdale Tract Area

## **Regional Urban Level of Flood Protection Levee Impact Fee**

*PUBLIC DRAFT  
NEXUS STUDY UPDATE*

Prepared for: San Joaquin County, City of Lathrop, City of Manteca, and City of Stockton  
Prepared by: Larsen Wurzel & Associates, Inc.  
Prepared on Behalf of: The San Joaquin Area Flood Control Agency (SJAFCOA)  
May 12, 2022



**RESOLUTION/ORDINANCE PLACEHOLDER**

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## LIST OF ABBREVIATIONS

---

|                    |  |
|--------------------|--|
| 2018 Nexus Study   | Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee Final Nexus Study dated November 8, 2018                             |
| AB 1600            | Assembly Bill 1600, Mitigation Fee Act   |
| ADUs               | Accessory Dwelling Units   |
| CFD                | Community Facilities District  |
| DWR                | California Department of Water Resources   |
| EAD                | Expected Annual Damage   |
| EIFD               | Enhanced Infrastructure Financing District   |
| FEMA               | Federal Emergency Management Agency  |
| GDA                | gross developable acreage  |
| JADUs              | Junior Accessory Dwelling Units  |
| Local Agencies     | San Joaquin County, City of Lathrop, City of Manteca, and City of Stockton   |
| LFMA               | Local Flood Management Agency  |
| LSRP               | Levee Seepage Repair Project   |
| LWA                | Larsen Wurzel & Associates, Inc.   |
| Nexus Study        | Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Nexus Study Update dated May 12, 2022 (Presented for Adoption) |
| Regional Levee Fee | Mossdale Tract Area Regional Levee Fee Program   |
| SB 5               | Senate Bill 5 (2007)   |
| SFR                | Single-Family Residential  |
| SJAFCA             | San Joaquin Area Flood Control Agency  |
| ULDC               | Urban Levee Design Criteria  |
| ULOP               | Urban Level of Flood Protection  |

## SUMMARY

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### Overview

Larsen Wurzel & Associates, Inc. (LWA) has prepared this Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Nexus Study Update (Nexus Study) for San Joaquin County, City of Lathrop, City of Manteca, and City of Stockton (collectively the Local Agencies) in coordination with the San Joaquin Area Flood Control Agency (SJAFC). A series of levee improvements are needed to ensure that the levees surrounding the Mossdale Tract Area meet the California Department of Water Resources (DWR) Urban Levee Design Criteria (ULDC), that the flood protection system can provide an Urban Level of Flood Protection (ULOP), and the requirements of Senate Bill 5 (2007) (SB 5) can be met. This Nexus Study provides the basis for the Mossdale Tract Area Regional Levee Fee Program (Regional Levee Fee) that ensures new development pays its proportionate share of the levee improvement costs needed to provide ULOP to the Mossdale Tract Area.

### Background

#### *Senate Bill 5 (2007) and ULOP Context*

SB 5 defines ULOP as the “level of protection that is necessary to withstand flooding that has a 1-in-200 chance of occurring in any given year using criteria consistent with, or developed by, the California Department of Water Resources.” This bill requires all cities and counties within the Sacramento-San Joaquin Valley, as defined in California Government Code § 65007(h), to make findings related to ULOP or the national Federal Emergency Management Agency (FEMA) standard of flood protection before: (1) entering into a development agreement for any property that is located within a flood hazard zone; (2) approving a discretionary permit or other discretionary entitlement, or a ministerial permit that would result in the construction of a new residence, for a project that is located within a flood hazard zone; or (3) approving a tentative map, or a parcel map for which a tentative map was not required, for any subdivision that is located within a flood hazard zone (see California Government Code § 65865.5, 65962, and 66474.5).

#### *Regional Levee Fee Program*

The Regional Levee Fee was implemented in two steps. As described within the 2018 Adequate Progress Update prepared by LWA, the Local Agencies entered into an agreement designating SJAFC as the Local Flood Management Agency (LFMA) responsible for planning, implementing, funding, and financing the Phase 4 levee improvements identified within the Adequate Progress Report. The Adequate Progress Report identifies several sources that would fund the Phase 4 improvements, one of which is a regional development impact fee. Before designating SJAFC as the regional governing agency, the Cities of Lathrop and Manteca implemented interim development fee programs. In 2018, the SJAFC structure was reorganized to include the Cities of Lathrop and Manteca and effectively becoming the regional governance entity. The Cities of Lathrop and Manteca transitioned their interim fee programs to a permanent program established and administered by SJAFC, covering the entire Mossdale Tract Area.

## Updated Regional Levee Fee Program

This Nexus Study is an update of the November 8, 2018, Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee Final Nexus Study (2018 Nexus Study) prepared by LWA, formally adopted by the SJAFCA Board by Resolution Number 18-21 and effective January 8, 2019. This update reflects an updated program cost estimate that addresses climate change and updates to program funding from other sources. This Nexus Study is being prepared as a regional fee with the intent that each of the Local Agencies individually adopt the Region Levee Fee and collect and remit the fees to SJAFCA.

## Authority and Procedures

### ***Assembly Bill No. 1600: Mitigation Fee Act***

This Nexus Study has been prepared to update the established Regional Levee Fee program in accordance with the provisions of the Mitigation Fee Act (AB 1600) as codified in Government Code § 66000 *et. seq.* AB 1600 sets forth the procedural requirements for establishing and collecting development impact fees. These procedures require that “a reasonable relationship,” or nexus, must exist between a governmental exaction and the purpose of the condition. This Nexus Study documents that reasonable relationship between the development impact fee to be levied on each land use category and the cost of the facility improvements.

Nexus Study requirements include:

1. Identifying the purpose of the fee.
2. Identifying how the fee is to be used.
3. Determining that a reasonable relationship exists between the fee’s use and the type of development project on which the fee is imposed.
4. Determining how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
5. Demonstrating a reasonable relationship between the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed.

### **AB 1600 Requirement 1: Purpose of Fee**

The Regional Impact Fee will provide funding for 200-year levee improvements in compliance with SB 5 and DWR’s ULOP criteria to protect the Cities of Lathrop, Manteca, Stockton, and unincorporated portions of San Joaquin County within the Mossdale Tract Area as further described within this Nexus Study. All new planned development projects located within the area shown in **Figure 1** that lie within the Mossdale Tract Area will be subject to this Regional Levee Fee as it is adopted by each Local Agency.

### **AB 1600 Requirement 2: Use of the Fee**

Fee revenue will be used to implement Phase 4 levee improvements to the Mossdale Tract Area as well as to repay any funds advanced by developers and Local Agencies to support early implementation of the improvements ahead of Fee payments. The improvements funded by the Fee consist of levee improvements to be implemented by SJAFCA that ensure the levees meet ULDC standards.

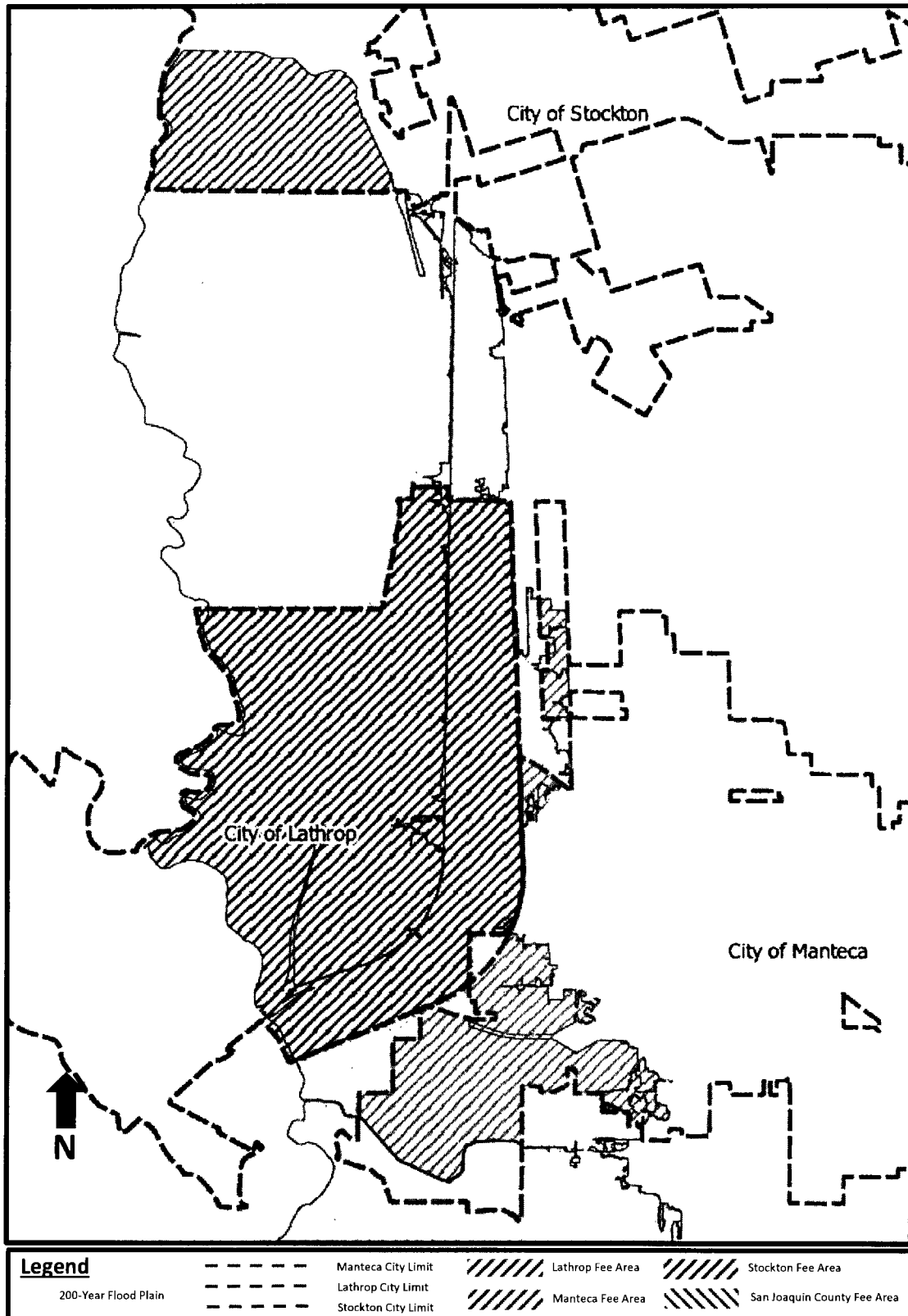
The levee improvements required for enhanced flood protection to meet the ULDC standard and achieve ULOP, including, among various other items, the following work:

- ULDC engineering analysis and identification of deficiencies
- Design and environmental evaluation of levee improvements to cure ULDC deficiencies
- Implementation of levee improvements to cure ULDC deficiencies

As previously noted, this Nexus Study provides the required findings needed to impose a development impact fee pursuant to AB 1600. AB 1600 requires that the fee is to be calculated by spreading the costs among the anticipated future development in proportion to that development's impact on the services provided. An Interim Levee Fee was imposed and collected by the Cities of Lathrop and Manteca as a condition of new development's approval. Now that SJAFCA has been designated as the regional governance entity to administer, implement, fund, and finance the needed improvements, SJAFCA requests that each of the Local Agencies approve this updated Regional Levee Fee. SJAFCA also requests that the Local Agencies collect and remit the Fees to SJAFCA to complete the necessary work.



Figure 1: Regional Levee Fee Program Boundary Map



### **AB 1600 Requirement 3: Relationship Between Use of Fees and Type of Development**

Development of Residential, Commercial, and Industrial land uses within the Mossdale Tract Area require improved flood control and flood protection services.

Flood risk has two aspects: the probability of flooding and the consequences that follow. An area could have a high probability of flooding, but minimal consequences because it is vacant and contains no infrastructure or people. In this case, flood risk would be considered low. Conversely, a highly urbanized community that has a moderate or low probability of flooding would be considered high risk because of the greater consequences of a flood in that location (i.e., loss of life, livelihood, property, health, and human suffering). Risk can be expressed and quantified in terms of Expected Annual Damage (EAD). EAD is the product of the probability of flooding (percent chance in any given year) and consequences (dollars of damage as a result of flooding). Without mitigation, additional development increases the EAD by increasing developed property at risk. To protect life and property, it is important for the LFMA to maintain a high level of service (in terms of maintaining low flood risk) within the Mossdale Tract Area as development increases. To maintain the current level of EAD and reduce the level flood of risk to offset increased EAD, the LFMA must improve the flood protection facilities as development occurs.

Each development project will add to the necessity of flood protection due to the increased EAD as a result of that development. Additionally, each development project will benefit from the levee infrastructure already in place at the time of development. For the new development described in this Nexus Study to occur in the Mossdale Tract Area, levee improvements that meet the requirements of the ULDC are necessary.

### **AB 1600 Requirement 4: Relationship Between Need for Facility and Type of Development**

As sated under **AB 1600 Requirement 3**, development of Residential, Commercial, and Industrial land uses within the Mossdale Tract Area require improved flood control and flood protection services to protect use and life. Each development project will add to the necessity of flood protection due to the increased EAD as a result of that development. For the new development described in this Nexus Study to occur in the Mossdale Tract Area, levee improvements that reduce the probability of flooding are necessary.

### **AB 1600 Requirement 5: Relationship Between Amount of Fees and Cost of Facility**

This study includes the following components:

1. A determination of the amount of planned development upon which the costs of the fee funded facilities will be allocated.
2. The identification of costs associated with each improvement, facility, or program funded by the fee.
3. The development of a standard metric by which to proportionately allocate the costs of the facilities between land use categories based upon a damage index that considers the relative impact to EAD.
4. A determination of the fee cost per acre for each land use category.
5. A determination of the estimated fees per unit by land use category.
6. A discussion of how the program will be administered by the land use agencies.

The Regional Levee Fee is calculated on a gross developable acreage (GDA) basis and will be collected on a per unit basis for all types of development. All development projects within the Mossdale Tract Area are subject to the fee. To determine costs associated with the Project and the planned development upon which to allocate the costs, a planning horizon of 30 years has been assumed. The calculation and collection of the fee is assumed to occur prior to the issuance of a building permit. The details of the calculation and collection of the fee are further described within the **Fee Program Administration** section of this Nexus Study. Subsequent to the adoption of the Regional Levee Fee and this Nexus Study by the Local Agencies, each agency will further define the administrative procedures for the efficient administration, collection, and remittance of Regional Levee Fees.

**Table S-1** provides a summary of the proposed initial per acre fee rates by land use category. **Table S-2** provides the estimated initial fees per unit by land use category.

**Table S-1**  
**Mosssdale Tract Area: Regional ULOP Levee Impact Fee**  
**Summary of DIF Rates by Land Use Category**

| Land Use                  | Initial Fee Rates [1] |
|---------------------------|-----------------------|
| Single-Family Residential | \$22,106 Per GDA      |
| Multi-Family Residential  | \$20,686 Per GDA      |
| Commercial                | \$20,916 Per GDA      |
| Industrial                | \$16,384 Per GDA      |

[1] Per Gross Developable Acre (GDA). Initial Fee Rate for FY 2021/22 and 2022/23. Fee rates will increase each July 1 commencing July 1, 2023.

**Table S-2**  
**Mosssdale Tract Area: Regional ULOP Levee Impact Fee**  
**Estimated Fee Per Unit or 1,000 Square Feet**

*Provided for Demonstrative  
Purposes Only*

| Land Use                  | Estimated Fee | Assumption                             |
|---------------------------|---------------|--|
| Single-Family Residential | \$3,770       | / Unit @ 5.86 Units per GDA            |
| Multi-Family Residential  | \$1,095       | / Unit @ 18.89 Units per GDA           |
| Commercial                | \$1,713       | / 1,000 SF @ FAR of 12,207 SF per Acre |
| Industrial                | \$1,053       | / 1,000 SF @ FAR of 15,553 SF per Acre |

## **Assembly Bill No. 602 (2021)**

### **Level of Service Identification Requirements**

This Nexus Study has also been prepared in accordance with the provisions of Assembly Bill 602 (2021) (AB 602) as codified in Government Code § 65940.1, 66016.5, and 66019 and Health and Safety Code § 50466.5. AB 602 sets forth additional procedural requirements for the preparation of a Nexus Study and the adoption of a development impact fee. As it relates to the identification of level of service the following must be identified and provided:

1. The existing level of service;
2. The new level of service; and
3. An explanation of why the new level of service is appropriate.

### **AB 602 Requirement 1: Existing Level of Service**

Currently, the existing levees protecting the Mossdale Tract Area do not meet the updated DWR ULDC standards adopted in May 2012, and the existing levees are not currently certified to provide 200-year protection. As such, the flood protection system does not provide ULOP as defined by DWR guidelines, and the land use related impacts imposed by SB 5 are in effect. A report prepared by a team of Professional Engineers led by Peterson Brustad, Inc., dated March 22, 2016 and later supplemented on June 18, 2021 to address Climate Change, outlined the deficiencies to the levee system and identified the needed improvements to meet DWR ULDC standards.

### **AB 602 Requirement 2: New Level of Service**

The Regional Impact Fee, in combination with other funding sources being implemented by SJAFCA, will provide funding needed to improve the levee system compliant with DWR's ULDC standards. As a result of these improvements, ULOP would be achieved, and the land use restrictions would be removed.

### **AB 602 Requirement 3: Explanation of why the New Level of Service is Appropriate**

As previously noted, SB 5 requires that all Cities and Counties within the Sacramento-San Joaquin Valley (which includes the Mossdale Tract Area) make findings related to ULOP or the national FEMA standard of flood protection before: (1) entering into a development agreement for any property that is located within a flood hazard zone; (2) approving a discretionary permit or other discretionary entitlement, or a ministerial permit that would result in the construction of a new residence, for a project that is located within a flood hazard zone; or (3) approving a tentative map, or a parcel map for which a tentative map was not required, for any subdivision that is located within a flood hazard zone. Essentially, without the ability to make these required findings, all new development and building permit issuances for residential development in the Mossdale Tract Area would halt. This would exacerbate the current housing shortage, result in declining property values overtime, and impact the economic vitality of the Mossdale Tract Area. As such, it has been determined that achieving ULOP in the Mossdale Tract Area is appropriate.

### **Housing Development Square Footage Basis Exemption Findings**

AB 602 requires that the calculation of the fee on a housing development project be proportionate to the square footage of the proposed units of the development. A nexus study is not required to comply with this requirement if all of the following exemption findings are made:

1. An explanation as to why square footage is not an appropriate metric to calculate fees imposed on housing development projects.
2. An explanation that an alternative basis of calculating the fee bears a reasonable relationship between the fee charged and the burden posed by the development.
3. The other policies in the fee structure support smaller developments, or otherwise ensure that smaller development are not charged disproportionate fees.

#### **AB 602 Exemption Finding 1: Why Square Footage is Not an Appropriate Metric**

The Regional Levee Fee is to be charged on a GDA basis. The GDA metric is more appropriate than a square footage metric because it removes housing density from consideration with respect to the amount of fees charged for a development project. Because the immediate need for additional flood protection is driven in large part by the land use restrictions imposed by SB 5, the demand or necessary amount of flood protection doesn't vary with respect to the number of housing units. The restrictions on the issuance of permits for new residential dwelling units by SB 5 are imposed on any dwelling units regardless of size. Thus, there should be no functional relationship between total amount of fees collected per acre of development. Because, in general, smaller housing units tend to be developed in higher density (more units and thus a greater total amount of square feet per acre) than larger housing units (fewer units and generally less total square footage per acre), the effective per unit cost of the Regional Levee Fee will be lower on smaller homes than for larger homes. Further, the total amount of Regional Levee Fees collected per acre for higher density housing (smaller homes) would be lower as compared to a fee that would be consistent on a per square foot basis. Thus, the fees are lower for smaller housing consistent with the intent of AB 602 to make smaller housing for affordable.

#### **AB 602 Exemption Finding 2: An Alternative Basis That Bears a Reasonable Relationship**

The Regional Levee Fee is to be charged on a GDA basis. The GDA basis bears a reasonable relationship for the reasons discussed in the previous section. The immediate need for flood protection for residential development is primarily driven by the SB 5 restrictions which are not related to the size and density of development. As such, the GDA basis is more equitable as it is not functionally related to size and density of development. However, it still results in a lower effective fee rate per unit for smaller more dense development. Additionally, the methodology behind the calculation for the GDA basis, detailed in the **Regional Levee Fee Methodology** section, takes into consideration the estimated total building square feet and the resulting damageable square feet of structure per acre for each land use category. Therefore, the GDA basis still bears a reasonable relationship between the fee charged and the burden posed by the development.

### **AB 602 Exemption Finding 3: Avoidance of Disproportionate Fees on Smaller Developments**

The GDA basis used in this Nexus study does not impose disproportionate fees on smaller development as the total amount of Regional Levee Fees charged is directly related to the total size of development project. As described above, more dense/smaller development projects will have a lower effective per unit fee than larger less dense development projects. Further, for development projects that do not require a subdivision map, as described in the **Fee Program Administration** section, the calculation of the Regional Levee Fee provides consideration for new, smaller Single-Family development on Vacant land between 0.15 acres and 5 acres by utilizing the assumed coverage ratio of a typical Single-Family home on a standard residential lot. This calculation ensures that smaller residential developments are not charged a disproportional fee in comparison to larger typical Single-Family housing development.

Additionally, subsection ***For Additional Residential Development on Land with Existing Structures*** under the **Fee Calculation** section, addresses relatively new amendments to California law related to development of accessory dwelling units and junior accessory dwelling units.

#### ***Procedural Requirements***

It is intended that the Local Agencies will individually adopt the Regional Levee Fee program pursuant to the procedural requirements of AB 1600 and AB 602. The procedures include the following:

- **Conduct a Noticed Public Hearing to Adopt the Nexus Study:** Each Local Agency shall conduct a noticed Public Hearing, to adopt this Nexus Study, at which oral or written presentations can be made, this may be part of a regularly scheduled meeting or a special meeting. This public hearing shall be noticed at least 30 days prior in accordance with Government Code § 66016.5(a)(7).
- **Conduct a Noticed Public Hearing to Adopt the Development Impact Fee:** Each Local Agency shall conduct a noticed Public Hearing, to adopt the development fee associated with this Nexus Study, at which oral or written presentations can be made, as part of a regularly scheduled meeting. This public hearing shall be noticed by publication at least 10 days prior in accordance with Government Code § 6062(a). In addition, notice of the time and place of the meeting, including a general explanation of the matter to be considered, and a statement that any data required by Government Code § 66016(a) is available, shall be mailed at least 14 days prior to the meeting to any interested party who files a written request with the Local Agency for mailed notice of meetings on new or increased fees or service charges.
- **Provide Public Information:** The Local Agency shall provide public information, at least 10 days prior to the Public Hearing, including available public data indicating the amount of estimated costs required to provide the service for which the fee is to be levied.
- **Adopt a Resolution or Ordinance:** AB 1600 requires that any action by a local agency to levy a new fee or service charge or to approve an increase in an existing fee or service charge shall be taken only by ordinance or resolution. Each of the Local Agency City Councils are expected to adopt the fee by resolution and the County Board of Supervisors is expected to implement the fee through an amendment to their Ordinance Code.

Note that Government Code § 66017 states that fees adopted pursuant to the provisions of Government Code § 66016 (those outlined above) are effective no sooner than 60 days after final action on the adoption of the new fee or increase to an existing fee.

## Land Use Categories

AB 1600 sets forth standards by which monetary exactions on development projects are measured. The need for a public facility must be reasonably related to the level of service required, which varies in proportion to a particular land use type.

The following is a list of the land use type categories utilized for the purpose of this Regional Levee Fee:

- **Single-Family Residential:** Includes structures that are single-family dwellings and duplexes. Condominiums, half-plexes, and rural homes are included in this category.
- **Multi-Family Residential:** Includes structures that are occupied by three or more families living independently of each other, under one roof. This category includes triplexes, four-plexes, apartment complexes.
- **Commercial:** Includes offices, retail facilities, hotels, motels, restaurants, service stations and car washes, medical and dental offices, banks, and any other development typically serving and open to the general public.
- **Industrial:** Includes development occupied by manufacturing, warehouses, processing plants, heavy and light industry, lumber yards, storage, bulk plants, truck transfer terminals, and any other development typically serving the manufacturing, storage, or processing industries.

Any development on Agricultural and/or Vacant land are not allocated costs due to the fact that only new urban development necessitates the need for the facilities funded by the fee as a result of increasing EAD. Further details with respect to the specifics of each land use category is discussed within the **Fee Program Implementation** and **Fee Program Administration** sections of this Nexus Study.

## Mossdale Tract Area Land Uses

A central principle to determining a development impact fee is to consider the amount of anticipated future growth over the time horizon of the proposed program. In this case, the scope of facilities needed to provide ULOP within the Mossdale Tract Area are not necessarily functionally related to the amount of planned or existing development. The new facilities will provide a benefit to existing development. As described within the Adequate Progress Report, this Regional Levee Fee program is one of several sources of funding needed to construct the improvements. The facilities funded by this fee need not be allocated to existing development as a separate funding mechanism will cover the benefit received and service provided to existing development.

This fee only applies to planned development within the Mossdale Tract Area that benefits from the facilities providing ULOP. For the purposes of determining the allocation base for the fee, planned development is all development that has been identified by the land use jurisdictions and is expected to obtain a building permit after the implementation of this fee program.



***Planned New Development***

Planned new development within Mossdale Tract Area was estimated based on extensive research and coordination with the Local Agencies and development interests. The details of the planned development estimate over the 30-year horizon of the fee program are documented in **Appendix A**. Additional details on the approach and methodology of data collection and synthesis, as well as a detailed summary of planned development by jurisdiction, development area, and land use type, can be found in the *RD 17 Basin Financing Plan Implementation Updated Development Absorption Projections Final Updated Technical Memorandum* prepared by LWA, dated August 18, 2017 and as updated by LWA since 2017 based on actual development and input from the Local Agencies. **Table 1** provides a summary of planned new development by land use that is subject to the fee for the duration of the fee program. This table provides the total GDA by land use category as well as the total number of Single-Family and Multi-Family units and thousands of building square feet for Commercial and Industrial development. The number of units and square footage is provided as a reference for an estimate of the Regional Levee Fee cost per unit or thousand square feet.

**Table 1**  
**Mosssdale Tract Area: Regional ULOP Levee Impact Fee**  
**Planned Development Summary**

| Land Use                  | Planned Development             |                               |               |
|---------------------------|---------------------------------|-------------------------------|---------------|
|                           | Gross Developable Acreage (GDA) | Units or 1,000 Building Sq Ft | Measure       |
|                           | Reference Table A-1             | Table A-2                     |               |
| Single-Family Residential | 1,766                           | 10,356                        | Units         |
| Multi-Family Residential  | 139                             | 2,626                         | Units         |
| Commercial                | 1,211                           | 14,779                        | 1k Bldg Sq Ft |
| Industrial                | 1,466                           | 22,809                        | 1k Bldg Sq Ft |
| <b>Total</b>              | <b>4,582</b>                    |                               |               |

## CAPITAL IMPROVEMENTS AND PROJECTS

### Capital Costs Allocable to Planned Development

As described above and within the *2016 Adequate Progress* and each subsequent Annual Adequate Progress Report Update, a series of improvements are needed to ensure that the levee system meets ULDC and provides ULOP were identified. A detailed cost estimate has been prepared by an engineering team and a financing plan has been developed in support of the 2021 Adequate Progress Report Update to demonstrate how the LFMA, SJAFCA, intends to generate the funds needed to implement the levee improvement program.

The LFMA plan for flood protection through the year 2029 consists of two components; (1) RD 17's ongoing Levee Seepage Repair Project (LSRP) and (2) SJAFCA's Phase 4 Project that will achieve ULDC 200-year flood protection for the Mosssdale Tract Area.

SJAFCA is implementing the Phase 4 Project in the following outlined steps:

1. ULDC engineering analysis and identification of deficiencies (completed March 22, 2016)
2. Design and environmental evaluation of levee improvements to cure ULDC deficiencies
3. Implementation of levee improvements to cure ULDC deficiencies

The Regional Levee Fee will only be levied on Planned Development within the Mosssdale Tract Area. This means that the portion of the costs allocable to existing development will not be raised through this fee program. As described in the *2021 Adequate Progress Report Update*, the LFMA has identified various other funding sources including:

- Net revenues from RD 17's existing Special Assessment District;
- A new Overlay Assessment District;
- A new Enhanced Infrastructure Financing District (EIFD); and,
- State and/or Federal grant funding opportunities

### Summary of Capital Improvements Funded by the Development Impact Fee

The estimated costs for the Phase 4 Project and associated ULOP program implementation costs are shown in **Table 2** in 2021 dollars. **Appendix B** provides the discount and escalation of total SJAFCA project expenditures found in the 2021 Adequate Progress Report Update. The net costs funded by this Regional Levee Fee, along with the near-term assumptions related to the specific costs and associated fee program revenues generated through 2029 are also shown on **Table 2**. The total cost of capital improvements, repayment of the County EIFD Loan, and EIFD reimbursements to the Local Agencies total approximately \$332.8 million in 2021 dollars. Based upon the financing plan detailed within the 2021 Adequate Progress Report Update, other sources of funding are estimated to contribute approximately \$244.2 million which will fund existing development's portion of the costs of the Phase 4 Project. The remaining estimated \$88.6 million will be funded by Planned Development through this Regional Levee Fee program. This amount is used as the basis for calculating the Regional Levee Fee.

In the near term (through 2029), as detailed within the 2021 Adequate Progress Report Update and summarized in **Table 2**, the Regional Levee Fee program is expected to generate approximately \$76.2 million and cover a portion of the upfront costs of the levee improvement program.

A detailed outline of the allocated costs to each development project is identified in **Appendix A**. An estimate of the revenues generated by the Regional Levee Fee over time are included in **Appendix C**. These estimates and associated analyses support the information contained in the 2021 Adequate Progress Report Update.

**Table 2**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Cost Estimate Summary & Near-Term Costs Covered by the Fee**

| Item   | Estimated Cost [1]         |
|--|----------------------------|
| <b>Local Cost Funded by the Fee</b>                        |                            |
| SJAFCA Project Expenditures                                | \$235,358,352              |
| County EIFD Loan Repayment                                 | \$24,486,962               |
| EIFD Reimbursement to Agencies                             | \$73,000,000               |
| (less) Assumed other Funding Sources [2]                   | <u>-\$244,238,456</u>      |
| <b>Net Local Cost Funded by the Fee</b>                    | <b><u>\$88,606,858</u></b> |
| <b>Near Term Project Costs Funded by the Fee [3]</b>       |                            |
| ULOP Program Planning & Implementation                     |                            |
| Pre-Project Expenditures                                   | \$3,229,308                |
| Funding Program Implementation Costs [4]                   | <u>\$1,554,259</u>         |
| <i>Subtotal ULOP Program Planning &amp; Implementation</i> | <i>\$4,783,568</i>         |
| Fix-In Place Project Soft Costs (Fee Funded)               | <u>\$71,436,826</u>        |
| <b>Total Near Term Project Costs Funded by the Fee</b>     | <b><u>\$76,220,394</u></b> |
| <b>Near Term Projected Fee Revenues</b>                    |                            |
| Developer Advances & Agency Funding [5]                    | \$4,782,419                |
| Development Fee Program (Fee Revenues)                     | <u>\$71,437,974</u>        |
| <b>Total Near Term Fee Program Revenues</b>                | <b><u>\$76,220,394</u></b> |

Source: 2021 Adequate Progress Update Report with updates by LWA as of December 2021.

[1] Costs and other revenues, reflect amounts received between 2014 & 2029 stated in 2021 dollars based on a 3% escalation rate. Present value \$.

[2] Other funding sources include those described within the Adequate Progress Report (including escalation) as follows:

- Net revenues available from RD 17's existing Mossdale Tract Assessment District
- A new SJAFCA Overlay Assessment District
- A new SJAFCA Enhanced Infrastructure Financing District
- EIFD / Overlay Assessment Bond Net Bond Proceeds

[3] Reflects Project Costs assumed to be incurred through 2029 as detailed within the Adequate Project Report (Reference Table 4 Sources & Uses). Gross Nominal \$ from APR.

[4] Includes costs associated with development of other funding sources. Could include reimbursements to the Cities for bridge funding.

[5] Reference Table C-8.

## REGIONAL LEVEE FEE METHODOLOGY

In accordance with AB 1600, a calculation of development impact fees must be accompanied by an analysis with enough detail to justify that a thorough consideration was applied in the process of determining how the fees relate to the impacts from new development. Findings must ensure that a reasonable relationship exists between the proposed fees and the development upon which they will be levied. This section describes the methodology utilized in this report in accordance with the requirements of AB 1600.

The fee methodology utilized here includes the following steps:

1. Qualitatively determine and describe the land use categories utilized as the basis for the fee.
2. Quantify the projected growth within the benefiting area in each of the land use categories in terms of GDA.
3. Describe and estimate the capital improvement costs and their applicability to planned new development.
4. Estimate the total building footprint square feet in each land use category and the resulting damageable square feet of structure per acre for each land use category.
5. Use the estimated damageable square feet per acre, an assumed relative structure value per structure type, and the assumed flood damage percentage to estimate the average structure damage per acre per structure type.
6. Use an estimated relative land value per land use category and assumed flood damage percentage to estimate an average land damage per acre per land use category.
7. Use the estimated structure and land damages to determine an estimated total damage per acre per land use category.
8. Apply a loss of use and life safety factor to adjust the total damage per acre to determine an adjusted damage per acre per land use category.
9. Determine a relative Property Damage Index by relating the adjusted damage per acre for each land use category to that of the adjusted damage per acre for the Single-Family Residential land use category.
10. Utilize the Property Damage Index to determine the adjusted equivalent acreage which represents a weighted amount of planned development acreage by land use type within the Mossdale Tract Area.
11. Proportionately allocate the capital improvement costs to each land use category based upon the adjusted equivalent acreage.
12. Determine the cost per GDA by dividing the allocated costs by the GDA of each land use category.
13. Add to each cost per acre the costs of administration of the fee program to determine the fee amount per acre per land use category to be collected by the land use agencies.

### Cost Allocation and Calculation

The purpose of allocating the capital improvements costs among the various land uses is to provide an equitable method of funding the required improvements. The key to the cost apportionment of capital improvements to different land use types is the assumption that the benefits derived from the facilities are

related to land use type and that such benefits can be stated in relative terms. Only by relating the benefit received from the facilities and the services they provide to land use types can a reasonable nexus, or relationship, be established for the apportionment of costs to that land use.

Since the nature of the improvements in this Nexus Study relate to establishing ULOP in the Mossdale Tract Area, the equivalency factor determined in Step 9 above and utilized here is the Property Damage Index. The Property Damage Index is a relative factor that relates the adjusted property damages by land use to the property damage of an acre of Single-Family development. The greater the index value, the greater the impact in terms of property damage and loss of use and life associated with a possible flood. An index value closer to zero would indicate lower damage costs and loss of use and life associated with a flood. Given these facts, utilizing the Property Damage Index as described above is a reasonable method to allocate costs proportionately based on land use.

The following describes the series of tables that calculate the Regional Levee Fee using the method described above:

Using the estimated total building square feet and the assumed average building stories, **Table 3** determines the estimated building footprint square feet and the associated damageable square feet of structure per acre.

After calculating the damageable square feet of structure per acre for each land use category, the value is then multiplied by the relative structure value per square foot and the assumed flood damage percentage to find the average structure damage per acre, as shown in **Table 4**. The relative structure value and assumed flood damage percentage are based upon similar values utilized within the Reclamation District No. 17 Mossdale Tract Assessment Engineer's Report prepared by Kjeldsen, Sinnock & Neudeck, Inc. dated May 15, 2008. **Table 5** uses the relative land value per acre and assumed damage percentage to find the average land damage per acre. The relative land value per GDA is based upon recent land value research completed by LWA to determine equivalent land value estimates for land within the region. Information was obtained from various sources including recently completed appraisal prices for vacant land.

By summing the average structure and land damage values per acre determined in **Table 4** and **Table 5**, a total damage per acre can be determined. The total damage is then adjusted by a loss of use and life safety factor, a factor determined by how many hours per day individuals occupy structures in each land use category. This factor is multiplied by the total damage per acre to determine an adjusted damage per acre. The adjusted damage per acre amount is then used to find the Property Damage Index or equivalency factor, as illustrated in **Table 6**.

The Property Damage Index from **Table 6** is used to determine an adjusted equivalent acreage. This amount is used to allocate the local cost to each land use category on a proportional adjusted equivalent acreage basis for each land use category. The allocated cost is then divided by the total GDA in each land use category to find the cost share per GDA. Finally, using the total local cost share and the total number of units/1,000 building square feet in **Table 7**, a demonstrative average cost per unit and cost per 1,000 building square feet can be determined.

**Table 8** shows the allocated costs per GDA of the fee and the additional administrative charge of 3% to determine the total fee amount on a per GDA basis for each land use type.

**Appendix C** shows the cost allocated on each project based on the Planned Development description in **Appendix A**.



**Table 3**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Damageable Square Feet of Structure Per GDA**

| Reference         | Table 1                   |                | Table 1                        |                                  | Table 1                            |                                       | Table 1 |  | Table 1 |  |
|-------------------|---------------------------|----------------|--------------------------------|----------------------------------|------------------------------------|---------------------------------------|---------|--|---------|--|
| Land Use          | Gross Developable Acreage | Units or Sq Ft | Estimated Total Building Sq Ft | Assumed Average Building Stories | Estimated Building Footprint Sq Ft | Damageable Sq Ft of Structure per GDA |         |  |         |  |
|                   | A                         | B              | C=Actual or Assumed Units      | D                                | E=C/D                              | F=E/A                                 |         |  |         |  |
| Single-Family [1] | 1,766                     | 10,356         | 18,640,728                     | 1.17                             | 15,977,767                         | 9,047                                 |         |  |         |  |
| Multi-Family [2]  | 139                       | 2,626          | 2,363,400                      | 2.00                             | 1,181,700                          | 8,501                                 |         |  |         |  |
| Commercial        | 1,211                     | 14,779         | 14,779,160                     | 1.00                             | 14,779,160                         | 12,207                                |         |  |         |  |
| Industrial        | 1,466                     | 22,809         | 22,808,545                     | 1.00                             | 22,808,545                         | 15,553                                |         |  |         |  |
| <b>Total</b>      | <b>4,582</b>              |                | <b>58,591,833</b>              |                                  | <b>54,747,172</b>                  |                                       |         |  |         |  |

[1] Assumes average of all Single-Family homes is 1,800 square feet per unit and average of single-story Single-Family homes is 1,540 square feet.

[2] Assumes average 900 square feet units.

**Table 4**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Relative Structure Damage Per GDA**

| <b>Land Use</b> | <b>Relative Structure Value Per Sq Ft [1]</b> | <b>Damageable Sq Ft of Structure per GDA</b> | <b>Assumed Flood Damage Percentage [1]</b> | <b>Average Structure Damage Per GDA</b> |
|-----------------|---|--|--|---|
| Reference       | A   | Table 3                                      | C  | D=A*B*C                                 |
| Single-Family   | \$60.00                                       | 9,047  | 39%  | \$213,496                               |
| Multi-Family    | \$60.00                                       | 8,501  | 39%  | \$198,928                               |
| Commercial      | \$70.00                                       | 12,207                                       | 72%  | \$618,049                               |
| Industrial      | \$50.00                                       | 15,553                                       | 79%  | \$616,927                               |

Source: Reclamation District No. 17 Mossdale Tract Assessment Engineer's Report

[1] The RD 17 Area Engineer's Report does not distinguish Single-Family from Multi-Family in the Residential land use category therefore the same relative structure value and flood damage percentage were utilized for both land uses.

**Table 5**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Relative Land Damage Per GDA**

| <b>Land Use</b> | <b>Relative Land Value Per GDA [1]</b> | <b>Assumed Flood Damage Percentage</b> | <b>Average Land Damage Per GDA</b> |
|-----------------|--|--|------------------------------------|
|                 | <b>A</b>                               | <b>B</b>                               | <b>C=A*B</b>                       |
| Single-Family   | \$134,000                              | 10%                                    | \$13,400                           |
| Multi-Family    | \$134,000                              | 10%                                    | \$13,400                           |
| Commercial      | \$260,000                              | 10%                                    | \$26,000                           |
| Industrial      | \$137,000                              | 10%                                    | \$13,700                           |

**Table 6**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Relative Property Damage Index**

| Land Use      | Average Structure Value |          | Average Land Value |         | Total Damage |               | Loss of Use and Life Safety |         | Adjusted Total Damage |         | Relative Property Damage Index |
|---------------|-------------------------|----------|--------------------|---------|--------------|---------------|-----------------------------|---------|-----------------------|---------|--------------------------------|
|               | Table 4                 | Table 5  | Table 4            | Table 5 | Table 4      | Table 5       | Table 4                     | Table 5 | Table 4               | Table 5 |                                |
| Reference     | A                       | B        | C=A+B              | D       | E=C*D        | F=E/\$680,687 |                             |         |                       |         |                                |
| Single-Family | \$213,496               | \$13,400 | \$226,896          | 3.00    | \$680,687    | 1.00          |                             |         |                       |         |                                |
| Multi-Family  | \$198,928               | \$13,400 | \$212,328          | 3.00    | \$636,984    | 0.94          |                             |         |                       |         |                                |
| Commercial    | \$618,049               | \$26,000 | \$644,049          | 1.00    | \$644,049    | 0.95          |                             |         |                       |         |                                |
| Industrial    | \$616,927               | \$13,700 | \$630,627          | 0.80    | \$504,502    | 0.74          |                             |         |                       |         |                                |

[1] A ratio of 3:1 based on 24 hours for residential uses versus 8 hours Commercial. A ratio of 3:0.8 for Industrial based upon an assumed lower use factor for Industrial Buildings.

**Table 7**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Apportionment of Cost Per GDA**

| Land Use      | Table 1                   |                       |                             | Table 2                     |                     |            | Table 3            |                               |   | Table 4 |         | Table 5 |         | Table 6 |         | Table 7 |         | Table 8 |          |
|---------------|---------------------------|-----------------------|-----------------------------|-----------------------------|---------------------|------------|--------------------|-------------------------------|---|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------|
|               | Gross Developable Acreage | Property Damage Index | Adjusted Equivalent Acreage | Local Cost Share Percentage | Local Cost Share    | Cost Share | Cost Share per GDA | Units or 1,000 Building Sq Ft | Avg Cost per Unit or 1,000 Building Sq Ft | Table 1 | Table 2 | Table 3 | Table 4 | Table 5 | Table 6 | Table 7 | Table 8 | Table 9 | Table 10 |
| Single-Family | 1,766                     | 1.00                  | 1,766                       | 42.8%                       | \$37,902,679        | \$21,462   | 10,356             | \$3,660                       |   |         |         |         |         |         |         |         |         |         |          |
| Multi-Family  | 139                       | 0.94                  | 130                         | 3.2%                        | \$2,791,746         | \$20,084   | 2,626              | \$1,063                       |   |         |         |         |         |         |         |         |         |         |          |
| Commercial    | 1,211                     | 0.95                  | 1,146                       | 27.7%                       | \$24,585,694        | \$20,307   | 14,779             | \$1,664                       |   |         |         |         |         |         |         |         |         |         |          |
| Industrial    | 1,466                     | 0.74                  | 1,087                       | 26.3%                       | \$23,326,739        | \$15,907   | 22,809             | \$1,023                       |   |         |         |         |         |         |         |         |         |         |          |
| <b>Total</b>  | <b>4,582</b>              |                       | <b>4,129</b>                | <b>100%</b>                 | <b>\$88,606,858</b> |            |                    |                               |   |         |         |         |         |         |         |         |         |         |          |

[1] Single-Family and Multi-Family shown in units; Commercial and Industrial is shown in 1,000s of square feet.

**Table 8**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Development Fee Rate Summary**

| Land Use      | Cost Share<br>per GDA | Administrative<br>Fee | Fee Rate<br>Per GDA | Demonstrative Purposes Only           |  |
|---------------|-----------------------|-----------------------|---------------------|---------------------------------------|--|
|               |                       |                       |                     | Units or 1,000<br>Building Sq Ft/Acre | Fee Rate per Unit or<br>1,000 Building Sq Ft [1] |
| Reference     | Table 7               | 3%                    | C=A+B               | Table 1                               | E=C/D  |
|               | A                     | B = A * 3%            |                     | D                                     |  |
| Single-Family | \$21,462              | \$644                 | \$22,106            | 5.86                                  | \$3,770  |
| Multi-Family  | \$20,084              | \$603                 | \$20,686            | 18.89                                 | \$1,095  |
| Commercial    | \$20,307              | \$609                 | \$20,916            | 12.21                                 | \$1,713  |
| Industrial    | \$15,907              | \$477                 | \$16,384            | 15.55                                 | \$1,053  |

[1] Single-Family and Multi-Family shown in units; Commercial and Industrial shown in 1,000s of square feet.

## FEE PROGRAM IMPLEMENTATION

The Regional Levee Fee calculations presented in this Nexus Study are based on the best improvement cost estimates, administrative cost estimates, and land use information available at this time. If costs change significantly, if the type or amount of new projected development changes, or if other assumptions significantly change such as federal or state standards, this Nexus Study and the program should be updated accordingly.

### Regional Levee Fee Collection

This Nexus Study is being prepared as a regional fee with the intent that each of the Local Agencies individually adopt the Region Levee Fee and collect and remit the fees to SJAFCA. It is expected that agreements will be entered into with the respective land use agencies in the Mossdale Tract Area to remit the Regional Levee Fee to SJAFCA to complete the Project. It is expected that subsequent to the adoption of this Nexus Study, each Local Agency will develop formal procedures needed for the efficient administration and collection of the fee. These Administrative Procedures are expected to clarify any specific conditions that would trigger the collection of the Regional Levee Fee as well as clarify the specific conditions that may exempt a property from the Regional Levee Fee as further described in the subsection **Exemptions From the Fee**, below. The procedures will also specify how the Local Agency will ensure the appropriate imposition of the fee through a development condition as well as any specifics as to the calculation and collection of the fee. The procedures will allow for variations in the method of payment as described in this section.

### Fee Triggers/Applicability

The Fee will apply to all Planned Development in the Mossdale Tract Area that creates a flood protection impact. Planned Development is defined as all development that is required to obtain a building permit within the Mossdale Tract Area. Fee collection will take place prior to issuance of a building permit by the Local Agency.

### Fee Collection Deferral

As stated above, Fee collection is to take place prior to the issuance of a Building Permit. Collection of the fee may be deferred beyond this point if the Local Agency has adopted an agency-wide fee deferral program applicable to all development projects. Any other deferral of Fee collection must be incorporated into a Local Agency's conditions of approval of the proposed development and/or into a development agreement or other contractual arrangement for the project. In all cases, Fee collection must take place before Final Inspection or Certificate of Occupancy as applicable.

### Regional Levee Fee Program Boundary

The Regional Levee Fee calculations are based upon the total costs of the levee improvement program and estimated amount of development within the 200-year floodplain in the Mossdale Tract Area which encompasses the entire benefit area. By virtue of the cost allocation process, this Regional Levee Fee program

will generate a proportional amount of fee revenue from the share of Planned Development within each of the Local Agencies. **Figure 1** illustrates the Regional Levee Fee Program Boundary.

## Exemptions From the Fee

The following land uses and/or development projects are exempt from the Regional Levee Fee:

1. **Agricultural**: Development projects on agricultural land including development of Rural Residential parcels greater than 5 Acres in size.
2. **Pre-Existing Structures**: Development projects that require a building permit and are not increasing the amount of new structure square footage are exempt from the fee if the project involves adding less than 300 new square feet. Projects adding more than 300 square feet are subject to the fee and the fee will be applicable to the additional square footage in excess of 300 new square feet.
3. **Replacement due to Damage**: Development projects that are a replacement, in kind, because of damage (such as fire damage or other natural disaster). Any additional square footage in excess of 300 new square feet will be subject to the fee (reference No. 2 above).
4. **Accessory Dwelling Units (ADUs)**: Development projects considered to be Accessory Dwelling Units by the permitting agency and are less than 750 square feet.
5. **Structures Raised Above the 200-Year Floodplain Elevation**: Development projects with structures raised above the 200-year flood elevation as determined by the Local Agencies or structures removed from the 200-year floodplain by flood control improvements that meet the design standards applicable to the federal-state flood control system as determined by the Local Agencies.
6. **Open Space**: Any development project that takes place on open space land.
7. **Public Agency Owned Land** (including federal, state, and local agencies): Any development project located on land owned by a government agency and is to be used solely for public use.

### ***Exceptions to the Exemptions***

With written approval from the Local Agency having jurisdiction, any or all portions of the proposed fees may be waived if it can be determined that a proposed project will not derive permanent benefit from the improvements for which the fees are collected (i.e., it can be shown that the property does not benefit from the flood protection). Written fee waivers may be available on a case-by-case basis for certain temporary structures, such as a mobile temporary structure used for construction management purposes.

## Coverage Period

The Regional Levee Fee is to be collected beginning the 61st day after the adoption of the Resolution approving the fee, as adopted by the SJAFCA Board of Directors and for 30-years thereafter, unless further amended or repealed.

## Administration Costs

The estimated cost of administration for the Regional Levee Fee has been included in the fee rates shown in **Table S-1, Table S-2** and **Table 8**. The proposed administrative fee is 3% of the cost of the fee. However, to



the extent each Local Agency has its own process for determining the administrative cost of the fee, this amount may be adjusted by each Local Agency accordingly. These administrative costs will cover the following:

- The development and administration of the Regional Levee Fee Program.
- Accounting costs associated with the Regional Levee Fee.
- Annual review of the fee program costs, fees, and policies.
- Annual reporting requirements associated with the fee program.
- Any other ongoing and recurring administrative procedures associated with the program.

## Variations in Method

The Local Agencies will allow for variations in the method of fee payment, including:

- Use of any lawfully created Assessment District or Community Facilities District (CFD) to finance fee payment;
- Voluntary accelerated payment of the fee at the time of filing of any application for a tentative subdivision map, parcel map, or an earlier land use application, at the then-applicable rate; and,
- The collection of fees or other payments to fund improvements by the land use jurisdictions that are to be used by agreement to directly fund or reimburse the cost of the facilities funded by the fee.

The use of these alternative payment mechanisms and the collection of the Regional Levee Fee may vary among the Local Agencies, however, in any case, the alternative method of payment will be documented within an agreement or memorandum by the Local Agency.

## Fee Credit / Reimbursement for the Design and Construction of Facilities

Developers may fund the planning, design, and construction of a portion of the facilities funded by the fee in exchange for credits against their individual project's fee obligation. In the event that a developer agrees to advance fund fees or directly plan, design, construct, and/or deliver facilities, a Local Agency will enter into a separate agreement with the developer specifying the level of fee credit, the process for receiving the credit, and the terms for utilizing the credit, in exchange for the planning, design, construction, and delivery of the facilities. In the event the value of the fee credit exceeds the Regional Levee Fee obligation and a reimbursement might be due, the agreement would also specify the specific terms upon which a reimbursement would be provided. Any fee credits and/or reimbursements will be provided in a manner consistent with SJAFCA adopted fee crediting policies. No credit for the Regional Levee Fee or reimbursement will be provided to a developer before entering into a credit and/or reimbursement agreement with the applicable Local Agency.

## Refunds and Appeals Process

An applicant who has paid the Regional Levee Fee may request that such fee be refunded at any time prior to commencement of the development, although to do so would terminate any approved application or permit. Refunds will be made according to the policies and procedures of the Local Agencies and SJAFCA, as they are

developed, and may reflect deductions to compensate for handling and administrative costs incurred by the Local Agencies and SJAFCA in processing the fee calculation, collection, and refund request.

Appeals regarding the determination of the applicability and amount of the development fee are to be made in writing to the SJAFCA Executive Director. The Executive Director shall respond to the appeal request in writing within 30 days. The Executive Director's determination may be appealed to the SJAFCA Board of Directors. Any determination by the Board of Directors shall be considered final.

### **Annual Inflation Adjustment**

The Regional Fee shall be adjusted each succeeding July 1<sup>st</sup>, commencing July 1, 2023, to reflect inflationary costs. The base fee rate shown in this study shall increase annually by the ratio which the *Engineering News Record's* Construction Cost Index (20 Cities) for the most recent December bears to the December 2021 index.

## FEE PROGRAM ADMINISTRATION

The following describes the general procedures for the administration of the Regional Levee Fee. Each Local Agency's staff may develop more detailed administrative procedures or implement more specific policies after the adoption of the program to more efficiently administer the program and provide needed clarification in certain circumstances.

### Fee Calculation

To calculate the Regional Levee Fee the following information is required:

- Land use category of the new development
- The Gross Developable Acreage (GDA) of the New Development as defined below
- The current fee rates

The following provides detailed information on each requirement.

#### ***Land Use Categorization***

Each Local Agency's respective building department will determine the correct Regional Levee Fee rate by classifying the proposed development into one of the following four land use categories:

- Single-Family Residential
- Multi-Family Residential
- Commercial
- Industrial

To classify the proposed development into one of the four land use categories, the agency will use the following information:

- The land use type from each Local Agency's zoning code that applies to the land upon which the development is proposed; and
- The descriptions of the four land use categories in this report found in the Land Use Categories discussion on Page 11.

#### ***Determining the Gross Developable Acreage (GDA) of a New Development***

A GDA of a New Development, for purposes of this fee calculation, is determined as described below:

##### **For New Development of Vacant Land**

In the case where a New Development is being constructed on vacant land or land that has not previously been developed:

### **Residential Land Uses**

- For Single-Family residential projects that consist of residential uses that require a Tentative and Final Map (i.e. more than 4 units), the GDA is the gross acreage of the large lot parcel or resulting parcels excluding major dedicated public land uses, such as major arterials, major collectors, drainage, utilities corridors, parks, schools, and other public facilities. An example calculation of GDA for this case is shown in **Appendix D**.
- For all other Single-Family residential projects that have impacts to the Mossdale Tract Area facilities the GDA is determined as follows:
  - For parcels up to 0.15 acres, the GDA is the actual acreage of the parcel.
  - For parcels greater than 0.15 acres but less than 5 acres, the acreage is based on an assumed coverage ratio of a typical Single-Family home on a standard residential lot. The GDA will be calculated by multiplying the square footage<sup>1</sup> of the residential structure by three and expressing this square footage in terms of acres (dividing by 43,560 square feet per acre). However, in no case will this resulting amount exceed the actual acreage of the parcel.
- For all Multi-Family residential projects, GDA is determined to be equivalent to the entire gross acreage of the parcel being developed.

### **Nonresidential Land Uses (Commercial and Industrial)**

- For Retail/Office/Industrial/Commercial projects, GDA is determined by the actual acreage of the parcel where a structure being constructed less major dedicated public land uses, such as major arterials, major collectors, drainage, utilities corridors, parks, schools, and other public facilities.

### **For Development on Land with Existing or Pre-Existing Structures**

In the case of expansion in excess of 300 square feet of an existing structure or the construction of a new structure within two years after demolition of a previous structure, GDA will be calculated as follows:

### **Residential Land Uses**

- For a residential expansion project, if the project involves the addition of new square footage of 300 square feet or more, the GDA will be calculated by multiplying the square footage of the expansion in excess of 300 square feet by three then expressing this square footage in terms of acres (dividing by 43,560 square feet per acre.)
- For residential replacement projects, if the project involves development of a new residential structure after the demolition of a pre-existing structure (regardless of the use of the pre-existing structure), and the new structure is larger than the demolished structure by more than 300 square feet, the GDA will be calculated by multiplying the net new square footage in excess of 300 square

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<sup>1</sup> **Square Footage** can be generally classified as all square footage of the structure excluding the square footage of garages, porches, decks, external entryways, awnings, carports, driveways, breezeways, out-buildings, carriage houses, sheds, and other similar non-habitable portion of the structure.

feet by three then expressing this square footage in terms of acres (dividing by 43,560 square feet per acre). The net new square footage in excess of 300 square feet will be determined by subtracting the documented previously existing structure square footage plus 300 square feet from the new structure square footage.

- For a residential development project that involves development of a new residential structure, separate from the existing structure, please see the follow section, **For Additional Residential Development on Land with Existing Structures**.

#### ***Nonresidential Land Uses***

- For Retail/Office/Commercial or Industrial expansion projects, if the project involves the addition of new square footage of 300 square feet or more, the GDA will be calculated by calculating the total net new square footage in excess of 300 square feet and expressing this square footage in terms of acres (dividing by 43,560 square feet per acre).
- For Retail/Office/Commercial or Industrial replacement projects, if the project involves development of a new nonresidential structure after the demolition of a pre-existing structure (regardless of the use of the pre-existing structure) and the new structure is larger than the demolished structure by more than 300 square feet, the GDA will be calculated by calculating the total net new square footage in excess of 300 square feet and expressing this square footage in terms of acres (dividing by 43,560 square feet per acre). The net new square footage in excess of 300 square feet will be determined by subtracting the documented habitable square footage of the previously existing structure from the new square footage.
- For a Retail/Office/Commercial or Industrial project that involves development of a new nonresidential structure, separate from the existing structure, the GDA will be calculated by calculating the total net new square footage and expressing this square footage in terms of acres (dividing by 43,560 square feet per acre).

#### **For Additional Residential Development on Land with Existing Structures**

This section addresses the impacts of amendments to California law, effective January 1, 2020, related to ADUs and junior accessory dwelling units (JADUs) on Regional Impact Fee Program. Chapter 653, Statutes of 2019 (Senate Bill 13, Section 3), Chapter 655, Statutes of 2019 (Assembly Bill 68, Section 2), and Chapter 659 (Assembly Bill 881, Section 1.5 and 2.5) build upon recent changes to ADU and JADU law (Government Code Section 65852.2, 65852.22 and Health & Safety Code Section 17980.12), collectively “ADU Law”, and further address barriers to the development of ADUs and JADUs.

This section relies on the information provided in the State of California – Business, Consumer Services, and Housing Agency, Department of Housing and Community Development, Division of Housing Policy Development memorandum issued by Zachary Olmstead, Deputy Director, dated January 10, 2020, regarding Local Agency Accessory Dwelling Units. The State of California memorandum is attached hereto for reference.

The ADU Law impacts the Regional Levee Fee by requiring new exemptions or limitations based on the size of an ADU. The ADU Law requires that ADUs up to 750 square feet be exempt from impact fees and impact fees

for an ADU of 750 square feet or larger be proportional to the relationship of the ADU to the primary dwelling unit (Government Code § 65852.2 (f)(3)).

***Residential Accessory Dwelling Units***

- For ADUs and JADUs less than 750 square feet, the Regional Levee Fee will not be collected.
- For ADUs of 750 square feet or more, the Fee will be calculated proportionately in relation to the square footage of the primary dwelling unit. First the fee for the existing primary residence needs to be calculated, then the proportionate fee for the ADU will be calculated using this information.

**Table 9** provides example ADU calculations based on the Single-Family Residential (SFR) Fee rate per GDA calculated in this Nexus Study.

**Table 9**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Example ADU Fee Calculations**

| Description                   | Formula        | Example 1 [1]     | Example 2         | Example 3         | Example 4         | Example 5         |
|-------------------------------|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b>Existing Residence</b>     |                |                   |                   |                   |                   |                   |
| SFR Fee Rate                  | A              | \$22,105.73       | \$22,105.73       | \$22,105.73       | \$22,105.73       | \$22,105.73       |
| Acres                         | B              | 0.16              | 0.16              | 0.16              | 0.25              | 0.25              |
| Square Feet                   | C              | 1,500             | 1,500             | 1,500             | 2,500             | 2,500             |
| <b>Existing Residence Fee</b> | <b>D = A*B</b> | <b>\$3,536.91</b> | <b>\$3,536.91</b> | <b>\$3,536.91</b> | <b>\$5,526.43</b> | <b>\$5,526.43</b> |
| <b>New ADU</b>                |                |                   |                   |                   |                   |                   |
| Square Feet                   | E              | 700               | 900               | 1,200             | 1,200             | 900               |
| Ratio to Existing             | F = E/C        | N/A               | 0.60              | 0.80              | 0.48              | 0.36              |
| <b>New ADU Fee</b>            | <b>G = D*F</b> | <b>\$0.00</b>     | <b>\$2,122.14</b> | <b>\$2,829.52</b> | <b>\$2,652.68</b> | <b>\$1,989.51</b> |

[1] ADU is less than 750 square feet and therefore is exempt from the Fee.

## Calculation Steps

The following steps are required to calculate the development fee:

1. Determine the land use category based on the characteristics of the New Development and the descriptions of the land use categories.
2. Determine the GDA of the New Development using the definition of GDA above.
3. Determine the total Regional Levee Fee by multiply the fee rate from step 1 and the GDA from step 2.

This is the fee applicable to the New Development.

## Per Unit Fee Collection for Single-Family Residential Development

The above steps describe the calculation of the Regional Levee Fee on a New Development basis. In the case where a New Development is for subdivision of Single-Family Residential units and the fee has been calculated for an entire subdivision, the fee may be collected at the issuance of each building permit (and deferred to Final Inspection) for each residential unit. In this case, each Local Agency will determine the per unit GDA by dividing the GDA of the entire subdivision by the number of Single-Family units in the subdivision. This resulting per unit GDA will be multiplied by the current fee rate at the time of payment to determine the per unit fee cost.

## Fee Revenue Accounting

The revenues raised by payment of the Regional Levee Fee shall be placed in a separate fund established by the SJAFCA (the Regional Levee Fee Fund). Separate and special accounts may be established in the Regional Levee Fee Fund and used to account for collected revenues, along with any interest earnings. Each Local Agency will remit the collected funds to SJAFCA pursuant to the terms of the collection agreement executed between SJAFCA and the Local Agency.

## Periodic Review and Cost Adjustment

SJAFCA will periodically review actual project costs and Regional Levee Fee collections to determine if any updates to the program are warranted. The periodic review will occur no less than every eight years. During these reviews, the following aspects will be analyzed:

- Changes to the Improvements to be funded by the Regional Levee Fee program
- Changes in the cost to update or administer the Regional Levee Fee program
- Changes in annual financing costs
- Changes in assumed land uses
- Changes in other funding sources

Any changes to the Regional Levee Fee based on the periodic update will be presented to the Local Agency's Board for approval before an increase of the fee will take effect.



Pursuant to Government Code § 66001(d), the fifth fiscal year following the first deposit into the fee account or fund, and annually thereafter, each Local Agency is required to make all the following findings about that portion of the account or fund remaining unexpended:

- Identify the purpose for which the fee is to be used.
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
- Identify all sources and amounts of funding anticipated to fulfill the Phase 4 improvements.
- Designate the approximate dates that the funding referred to in the above paragraph is expected to be deposited in the appropriate account or fund.

SJAFCA must refund the unexpended or uncommitted revenue portion for which a need could not be demonstrated in the above findings unless the administrative costs exceed the amount of the refund.

## NEXUS FINDINGS

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### Authority

This report has been prepared in support of the Regional Levee Fee in accordance with the procedural guidelines established in AB 1600, codified in California Government § 66000 et. seq. This code section sets forth the procedural requirements for establishing and collecting development impact fees. The procedures require that a “reasonable relationship or nexus must exist between a governmental exaction and the purpose of the condition.”

Specifically, each Local Agency imposing a fee must:

1. Identifying the purpose of the fee.
2. Identifying how the fee is to be used.
3. Determining that a reasonable relationship exists between the fee’s use and the type of development project on which the fee is imposed.
4. Determining how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
5. Demonstrating a reasonable relationship between the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed.

### Summary of Nexus Findings

The Regional Levee Fee to be collected by each Local Agency is calculated based on applicability of planned new development to the capital improvement project and standardized acreage proportion of the land use category to the total cost of the improvement. With this approach, the following findings are made regarding the Regional Levee Fee.

#### ***Requirement 1: Purpose of Fee***

The capital improvements funded by the Regional Levee Fee are necessary to serve new Residential, Commercial, and Industrial development as described in the *2016 Adequate Progress Report* and each subsequent Annual Adequate Progress Report Update.

#### ***Requirement 2: Use of the Fee***

The Regional Levee Fee will be used to design and construct levee improvements that meet ULDC standards to provide ULOP for the Mossdale Tract Area as further described in the *2016 Adequate Progress Report* and each subsequent Annual Adequate Progress Report Update approved by SJAFCA.

#### ***Requirement 3: Relationship Between Use of Fees and Type of Development***

Development of Residential, Commercial, and Industrial land uses within the Mossdale Tract Area will require improved flood control and flood protection services. This Regional Levee Fee, in conjunction with other funding sources, will fund the improved SJAFCA flood protection system that will provide ULOP.

***Requirement 4: Relationship Between Need for Facility and Type of Development***

Each Residential, Commercial, and Industrial development project adds to the incremental need for flood protection because of the increase in damage that would occur as a result of an uncontrolled flood, and the increased burden that the damages will place on the Local Agencies and SJAFCA. For the new development described in this Nexus Study to occur within the Mossdale Tract Area, the level of flood control needs to be improved to provide ULOP to the Area.

***Requirement 5: Relationship Between Amount of Fees and Cost of Facility***

The appropriate common use factor for allocating costs to each land use is the Relative Property Damage Index. **Table 6** shows the respective Relative Property Damage Index for each land use.

SJAFCA, acting as LFMA has estimated the total cost of the required facilities. The allocation of the costs based on the acres adjusted by the Property Damage Index has been presented in **Table 7**. The result is the cost of the improvements attributed to each acre of Residential, Commercial, and Industrial development. This allocation demonstrates the relationship between the amount of fee and the cost of the portion of the facility attributed to the specific type of development upon which the fee is imposed.

## APPENDIX A – PLANNED DEVELOPMENT DETAILS

### Summary of Planned Development

1. Development that is expected to take place over the next 30-years is subject to the Fee. Development projections through 2060, as described in the *RD 17 Basin Financing Plan Implementation Updated Development Absorption Projections Final Updated Technical Memorandum* prepared by LWA, dated August 18, 2017, and as updated by LWA since 2017 based on actual development and input from the Local Agencies, have been utilized to determine the amount of development expected to take place over the next 30-years.
2. The Mossdale Tract Area includes over 6,345 acres of highly developed agricultural lands that produce a variety of crops. The basin also includes urban areas within San Joaquin County, the Cities of Lathrop, Manteca, and Stockton, and the urbanizing areas between these cities (as shown in **Figure 1**). The area subject to the Regional Levee Fee is expected to increase by approximately 1,766 Single-Family GDA, 139 Multi-Family GDA, 1,274 Commercial GDA, and 1,543 Industrial GDA over the ensuing 30-Years (**Table A1**).
3. Growth in the City of Lathrop subject to the Regional Levee Fee is expected to amount to approximately 775 Single-Family GDA, 47 Multi-Family GDA, 496 Commercial GDA, and 724 Industrial GDA.
4. Growth in the City of Manteca subject to the Regional Levee Fee is expected to amount to approximately 793 Single-Family GDA, 39 Multi-Family GDA, 359 Commercial GDA, and 391 Industrial GDA.
5. Growth in the City of Stockton subject to the Regional Levee Fee is expected to amount to approximately 40 Single-Family GDA, 53 Multi-Family GDA, 127 Commercial GDA, and 214 Industrial GDA.
6. Growth within the currently unincorporated portions of San Joaquin County that would ultimately be annexed into one of the Cities that would be subject to the Regional Levee Fee is estimated as follows. As described further below, assumptions were made in order to estimate the amount of development that would occur outside of the current City limits.
  - a. City of Lathrop to annex 24 Commercial GDA.
  - b. City of Manteca to annex 141 Single-Family GDA, 28 Commercial GDA, and 137 Industrial GDA.
  - c. City of Stockton to annex 178 Commercial GDA.

### City of Lathrop

Active projects on vacant parcels identified by City staff include Central Lathrop Specific Plan, Crossroads/Industrial, Gateway, South Lathrop Specific Plan, East Lathrop, Mossdale Landing, Mossdale Landing East, Mossdale Landing South, and Sharpe Depot. PDFs and excel files that analyze development potential, undeveloped properties, and land use were provided by City staff to summarize total developable acreage for each project. City of Lathrop staff identified the potential for future development outside of the current City limits. Specific development projects have not been identified.

### City of Manteca

Active projects on vacant parcels identified by City staff include Airport/Daniels, Alma Apartments, Center Point South, Cerri, Denali, Embarcadero, Family Entertainment Zone, HWY 120, Kiper, Lewis Estates, Oakwood Trails, Oleander, Railroad Industrial, Sundance, Telles & Wilson, Terra Ranch, The Trails of Manteca, Villa Ticino

West, Wackerly, Yosemite Greens, and Yosemite/Fishback. Land use summaries were provided by City staff to summarize total developable acreage by project. City of Lathrop staff identified the potential for future development outside of the current City limits. Specific development projects have not been identified.

**City of Stockton**

Active projects on vacant parcels identified by City staff include the undeveloped portions of Weston Ranch and South Airport. City of Stockton staff identified the potential for future development outside of the current City limits. The City of Stockton is currently updating its General Plan and the General Plan will need to conform to the requirements of the Delta Plan. Specific development projects have not been identified. Assumptions were made regarding the amount of development outside of the City limits and these assumptions have been reviewed by stakeholders working on the development of Adequate Progress Reports. It is expected that as the City of Stockton finalizes its General Plan update and additional information is obtained over time, future updates of this report will reflect new information.

**Planned Development Details**

Table A-1 ..... Total Developable Acreage

Table A-2 ..... Total Developable Dwelling Units and Square Feet

**Table A-1**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Total Developable Acreage**

| Area / Project                         | Single-Family  | Multi-Family | Commercial     | Industrial     | Total Acreage  |
|--|----------------|--------------|----------------|----------------|----------------|
| <b>City of Lathrop</b>                 |                |              |                |                |                |
| Central Lathrop                        | 827.9          | 40.8         | 301.4          | 0.0            | 1,170.2        |
| Mossdale Landing                       | 0.0            | 0.0          | 6.0            | 0.0            | 6.0            |
| Mossdale Landing East                  | 0.0            | 3.3          | 31.5           | 0.0            | 34.7           |
| Mossdale Landing South                 | 32.7           | 5.8          | 17.1           | 0.0            | 55.5           |
| South Lathrop                          | 0.0            | 0.0          | 9.3            | 184.2          | 193.5          |
| Lathrop Gateway                        | 0.0            | 0.0          | 123.9          | 190.8          | 314.7          |
| Lathrop Crossroads                     | 0.0            | 0.0          | 2.6            | 55.7           | 58.3           |
| Historic/East Lathrop                  | 0.0            | 0.0          | 30.5           | 103.9          | 134.3          |
| Sharpe Depot                           | 0.0            | 0.0          | 0.0            | 227.9          | 227.9          |
| <b>Subtotal City of Lathrop</b>        | <b>860.6</b>   | <b>49.9</b>  | <b>522.2</b>   | <b>762.5</b>   | <b>2,195.1</b> |
| <b>City of Manteca</b>                 |                |              |                |                |                |
| Railroad Industrial                    | 0.0            | 0.0          | 0.0            | 105.7          | 105.7          |
| Center Point South                     | 0.0            | 0.0          | 0.0            | 0.4            | 0.4            |
| Telles & Wilson                        | 37.1           | 0.0          | 0.0            | 0.0            | 37.1           |
| Villa Ticino West                      | 0.0            | 0.0          | 0.0            | 242.2          | 242.2          |
| Yosemite Greens                        | 12.2           | 0.0          | 0.0            | 0.0            | 12.2           |
| Kiper                                  | 12.2           | 0.0          | 0.0            | 0.0            | 12.2           |
| Alma Apartments                        | 0.0            | 10.8         | 0.0            | 0.0            | 10.8           |
| Yosemite/Fishback                      | 17.0           | 0.0          | 5.3            | 0.0            | 22.3           |
| Family Entertainment Zone              | 0.0            | 0.0          | 132.3          | 0.0            | 132.3          |
| Embarcadero                            | 0.0            | 0.0          | 0.0            | 35.9           | 35.9           |
| Airport/Daniels                        | 0.0            | 19.7         | 49.8           | 0.0            | 69.5           |
| HWY 120                                | 0.0            | 0.0          | 129.7          | 27.6           | 157.3          |
| Oakwood Trails                         | 157.2          | 0.0          | 47.2           | 0.0            | 204.4          |
| Denali                                 | 105.0          | 0.0          | 13.0           | 0.0            | 118.0          |
| Sundance                               | 52.7           | 0.0          | 0.0            | 0.0            | 52.7           |
| The Trails of Manteca                  | 294.1          | 0.0          | 0.0            | 0.0            | 294.1          |
| Cerri                                  | 123.6          | 0.0          | 0.0            | 0.0            | 123.6          |
| Terra Ranch                            | 24.8           | 10.3         | 0.0            | 0.0            | 35.1           |
| Wackerly                               | 12.9           | 0.0          | 0.0            | 0.0            | 12.9           |
| Lewis Estates                          | 9.9            | 0.0          | 0.0            | 0.0            | 9.9            |
| Oleander                               | 22.7           | 0.0          | 0.0            | 0.0            | 22.7           |
| <b>Subtotal City of Manteca</b>        | <b>881.4</b>   | <b>40.8</b>  | <b>377.4</b>   | <b>411.8</b>   | <b>1,711.5</b> |
| <b>City of Stockton [3]</b>            |                |              |                |                |                |
| Weston Ranch                           | 44.9           | 55.7         | 133.2          | 0.0            | 233.8          |
| South Airport                          | 0.0            | 0.0          | 0.0            | 225.0          | 225.0          |
| <b>Subtotal City of Stockton</b>       | <b>44.9</b>    | <b>55.7</b>  | <b>133.2</b>   | <b>225.0</b>   | <b>458.8</b>   |
| <b>San Joaquin County</b>              |                |              |                |                |                |
| Oakwood Shores                         | 18.6           | 0.0          | 0.0            | 0.0            | 18.6           |
| Future Lathrop Annex                   | 0.0            | 0.0          | 25.2           | 0.0            | 25.2           |
| Future Manteca Annex                   | 156.8          | 0.0          | 29.3           | 144.3          | 330.4          |
| Future Stockton Annex                  | 0.0            | 0.0          | 187.1          | 0.0            | 187.1          |
| <b>Subtotal San Joaquin County</b>     | <b>175.4</b>   | <b>0.0</b>   | <b>241.6</b>   | <b>144.3</b>   | <b>561.2</b>   |
| <b>Total Developable Land</b>          | <b>1,962.3</b> | <b>146.3</b> | <b>1,274.4</b> | <b>1,543.6</b> | <b>4,926.7</b> |
| Gross Acreage to GDA Adjustment Factor | 90.0%          | 95.0%        | 95.0%          | 95.0%          |                |
| <b>Total GDA</b>                       | <b>1,766.0</b> | <b>139.0</b> | <b>1,210.7</b> | <b>1,466.5</b> | <b>4,582.2</b> |

Source: Final Update Technical Memorandum RD 17 Basin Financing Plan Implementation Updated Development Absorption Projections, August 18, 2017 prepared by LWA with data later updated by LWA based on input from SJAFCA member agency staff

**Table A-2**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Total Developable Dwelling Units and Square Feet**

| Area / Project                     | Units         |              |               | Square Feet   |               |               |
|------------------------------------|---------------|--------------|---------------|---------------|---------------|---------------|
|                                    | Single-Family | Multi-Family | Totals        | Commercial    | Industrial    | Totals        |
| <b>City of Lathrop</b>             |               |              |               |               |               |               |
| Central Lathrop                    | 4,968         | 613          | 5,581         | 3,283         | 0             | 3,283         |
| Mossdale Landing                   | 0             | 0            | 0             | 66            | 0             | 66            |
| Mossdale Landing East              | 0             | 50           | 50            | 343           | 0             | 343           |
| Mossdale Landing South             | 196           | 87           | 283           | 186           | 0             | 186           |
| South Lathrop                      | 0             | 0            | 0             | 101           | 2,809         | 2,910         |
| Lathrop Gateway                    | 0             | 0            | 0             | 1,349         | 2,909         | 4,258         |
| Lathrop Crossroads                 | 0             | 0            | 0             | 29            | 606           | 635           |
| Historic/East Lathrop              | 0             | 0            | 0             | 332           | 1,584         | 1,915         |
| Sharpe Depot                       | 0             | 0            | 0             | 0             | 3,475         | 3,475         |
| <b>Subtotal City of Lathrop</b>    | <b>5,164</b>  | <b>750</b>   | <b>5,914</b>  | <b>5,687</b>  | <b>11,383</b> | <b>17,070</b> |
| <b>City of Manteca</b>             |               |              |               |               |               |               |
| Railroad Industrial                | 0             | 0            | 0             | 0             | 691           | 691           |
| Center Point South                 | 0             | 0            | 0             | 0             | 99            | 99            |
| Telles & Wilson                    | 294           | 0            | 294           | 0             | 0             | 0             |
| Villa Ticino West                  | 0             | 0            | 0             | 0             | 4,000         | 4,000         |
| Yosemite Greens                    | 99            | 0            | 99            | 0             | 0             | 0             |
| Kiper                              | 115           | 0            | 115           | 0             | 0             | 0             |
| Alma Apartments                    | 0             | 268          | 268           | 0             | 0             | 0             |
| Yosemite/Fishback                  | 102           | 0            | 102           | 69            | 0             | 69            |
| Family Entertainment Zone          | 0             | 0            | 0             | 1,729         | 0             | 1,729         |
| Embarcadero                        | 0             | 0            | 0             | 0             | 469           | 469           |
| Airport/Daniels                    | 0             | 295          | 295           | 651           | 0             | 651           |
| HWY 120                            | 0             | 0            | 0             | 1,696         | 361           | 2,056         |
| Oakwood Trails                     | 676           | 0            | 676           | 412           | 0             | 412           |
| Denali                             | 315           | 0            | 315           | 170           | 0             | 170           |
| Sundance                           | 289           | 0            | 289           | 0             | 0             | 0             |
| The Trails of Manteca              | 1,268         | 0            | 1,268         | 0             | 0             | 0             |
| Cerri                              | 495           | 0            | 495           | 0             | 0             | 0             |
| Terra Ranch                        | 102           | 200          | 302           | 0             | 0             | 0             |
| Wackerly                           | 60            | 0            | 60            | 0             | 0             | 0             |
| Lewis Estates                      | 54            | 0            | 54            | 0             | 0             | 0             |
| Oleander                           | 116           | 0            | 116           | 0             | 0             | 0             |
| <b>Subtotal City of Manteca</b>    | <b>3,985</b>  | <b>763</b>   | <b>4,748</b>  | <b>4,727</b>  | <b>5,619</b>  | <b>10,346</b> |
| <b>City of Stockton [3]</b>        |               |              |               |               |               |               |
| Weston Ranch                       | 267           | 1,113        | 1,380         | 1,262         | 0             | 1,262         |
| South Airport                      | 0             | 0            | 0             | 0             | 3,921         | 3,921         |
| <b>Subtotal City of Stockton</b>   | <b>267</b>    | <b>1,113</b> | <b>1,380</b>  | <b>1,262</b>  | <b>3,921</b>  | <b>5,183</b>  |
| <b>San Joaquin County</b>          |               |              |               |               |               |               |
| Oakwood Shores                     | 107           | 0            | 107           | 0             | 0             | 0             |
| Future Lathrop Annex               | 0             | 0            | 0             | 275           | 0             | 275           |
| Future Manteca Annex               | 833           | 0            | 833           | 383           | 1,886         | 2,268         |
| Future Stockton Annex              | 0             | 0            | 0             | 2,446         | 0             | 2,446         |
| <b>Subtotal San Joaquin County</b> | <b>940</b>    | <b>0</b>     | <b>940</b>    | <b>3,103</b>  | <b>1,886</b>  | <b>4,989</b>  |
| <b>Total</b>                       | <b>10,356</b> | <b>2,626</b> | <b>12,982</b> | <b>14,779</b> | <b>22,809</b> | <b>37,588</b> |

Source: Final Update Technical Memorandum RD 17 Basin Financing Plan Implementation Updated Development Absorption Projections, August 18, 2017 prepared by LWA with data later updated by LWA based on input from SJAFCAs member agency staff



## **APPENDIX B – SJAFCA PROJECT EXPENDITURES DISCOUNT & ESCALATION TO 2021 DOLLARS**

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Table B-1 ..... SJAFCA Project Expenditures Discount & Escalation to 2021 Dollars  
Table B-2 ..... County EIFD Loan Repayment Schedule  
Table B-3 ..... EIFD Revenue Repayment Schedule

**Table B-1**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**SJAFCA Project Expenditures Discount & Escalation**

| <b>Year</b>  | <b>Total SJAFCA Project Expenditures</b> | <b>Discount / Escalation to 2021 Dollars</b> |
|--------------|--|--|
| 2014         | \$719,212                                | \$884,540                                    |
| 2015         | \$719,212                                | \$858,776                                    |
| 2016         | \$789,704                                | \$915,483                                    |
| 2017         | \$1,001,181                              | \$1,126,838                                  |
| 2018         | \$61,170                                 | \$66,842                                     |
| 2019         | \$215,845                                | \$228,990                                    |
| 2020         | \$296,015                                | \$304,896                                    |
| 2021         | \$927,295                                | \$927,295                                    |
| 2022         | \$6,109,023                              | \$5,931,091                                  |
| 2023         | \$4,578,590                              | \$4,315,760                                  |
| 2024         | \$44,531,401                             | \$40,752,540                                 |
| 2025         | \$51,401,717                             | \$45,669,760                                 |
| 2026         | \$53,939,064                             | \$46,528,310                                 |
| 2027         | \$51,538,640                             | \$43,162,800                                 |
| 2028         | \$46,749,904                             | \$38,011,950                                 |
| 2029         | \$7,185,728                              | \$5,672,480                                  |
| <b>Total</b> | <b>\$270,763,701</b>                     | <b>\$235,358,352</b>                         |

Source: 2020 Adequate Progress Report Update

Note:

Escalation Formula:  $FV_{2021} = PV_{Year} * (1 + 0.03)^{(2021-Year)}$

Discount Formula:  $PV_{2021} = FV_{Year} * (1 + 0.03)^{-(Year-2021)}$

**Table B-2**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**County EIFD Loan Repayment Schedule**

| Year         | Beginning County Loan Balance | Annual Interest Accrued [2] | Additional County EIFD Contribution [1] | Development Fee Revenue Allocation |                                |                        | Ending County Loan Balance |
|--------------|-------------------------------|-----------------------------|---|------------------------------------|--------------------------------|------------------------|----------------------------|
|              |                               |                             |   | Annual DIF Revenue [3]             | Revenue Dedicated to Repayment | Remaining Fee Revenue  |                            |
| Reference    |                               |                             |   | Table C-3                          |                                |                        |                            |
| 2016         | \$0.00                        | \$0.00                      | \$0.00                                  | \$0.00                             | \$0.00                         | \$0.00                 | \$0.00                     |
| 2017         | \$0.00                        | \$0.00                      | \$0.00                                  | \$0.00                             | \$0.00                         | \$0.00                 | \$0.00                     |
| 2018         | \$0.00                        | \$0.00                      | \$0.00                                  | \$0.00                             | \$0.00                         | \$0.00                 | \$0.00                     |
| 2019         | \$0.00                        | \$0.00                      | \$0.00                                  | \$0.00                             | \$0.00                         | \$0.00                 | \$0.00                     |
| 2020         | \$0.00                        | \$0.00                      | \$0.00                                  | \$303,501.88                       | \$0.00                         | \$303,501.88           | \$0.00                     |
| 2021         | \$0.00                        | \$0.00                      | \$0.00                                  | \$5,359,232.26                     | \$0.00                         | \$5,359,232.26         | \$0.00                     |
| 2022         | \$0.00                        | \$0.00                      | \$0.00                                  | \$10,123,403.80                    | \$0.00                         | \$10,123,403.80        | \$0.00                     |
| 2023         | \$0.00                        | \$0.00                      | \$670,974.51                            | \$7,537,641.36                     | \$0.00                         | \$7,537,641.36         | \$670,974.51               |
| 2024         | \$670,974.51                  | \$20,129.24                 | \$1,488,921.27                          | \$5,374,398.44                     | \$0.00                         | \$5,374,398.44         | \$2,180,025.01             |
| 2025         | \$2,180,025.01                | \$65,400.75                 | \$2,151,985.02                          | \$5,955,610.47                     | \$0.00                         | \$5,955,610.47         | \$4,397,410.78             |
| 2026         | \$4,397,410.78                | \$131,922.32                | \$2,917,456.83                          | \$5,055,639.42                     | \$0.00                         | \$5,055,639.42         | \$7,446,789.93             |
| 2027         | \$7,446,789.93                | \$223,403.70                | \$3,644,078.03                          | \$4,230,005.31                     | \$0.00                         | \$4,230,005.31         | \$11,314,271.65            |
| 2028         | \$11,314,271.65               | \$339,428.15                | \$4,379,119.24                          | \$3,842,944.41                     | \$0.00                         | \$3,842,944.41         | \$16,032,819.04            |
| 2029         | \$16,032,819.04               | \$480,984.57                | \$5,078,149.92                          | \$3,563,169.61                     | \$0.00                         | \$3,563,169.61         | \$21,591,953.54            |
| 2030         | \$21,591,953.54               | \$647,758.61                | \$0.00                                  | \$3,505,366.94                     | \$3,505,366.94                 | \$0.00                 | \$18,734,345.21            |
| 2031         | \$18,734,345.21               | \$562,030.36                | \$0.00                                  | \$3,371,931.57                     | \$3,371,931.57                 | \$0.00                 | \$15,924,443.99            |
| 2032         | \$15,924,443.99               | \$477,733.32                | \$0.00                                  | \$2,818,838.81                     | \$2,818,838.81                 | \$0.00                 | \$13,583,338.50            |
| 2033         | \$13,583,338.50               | \$407,500.15                | \$0.00                                  | \$3,387,055.15                     | \$3,387,055.15                 | \$0.00                 | \$10,603,783.50            |
| 2034         | \$10,603,783.50               | \$318,113.51                | \$0.00                                  | \$3,341,888.34                     | \$3,341,888.34                 | \$0.00                 | \$7,580,008.66             |
| 2035         | \$7,580,008.66                | \$227,400.26                | \$0.00                                  | \$2,787,263.21                     | \$2,787,263.21                 | \$0.00                 | \$5,020,145.71             |
| 2036         | \$5,020,145.71                | \$150,604.37                | \$0.00                                  | \$2,529,715.08                     | \$2,529,715.08                 | \$0.00                 | \$2,641,035.00             |
| 2037         | \$2,641,035.00                | \$79,231.05                 | \$0.00                                  | \$1,899,031.64                     | \$1,899,031.64                 | \$0.00                 | \$821,234.42               |
| 2038         | \$821,234.42                  | \$24,637.03                 | \$0.00                                  | \$1,245,384.98                     | \$845,871.45                   | \$399,513.53           | \$0.00                     |
| 2039         | \$0.00                        | \$0.00                      | \$0.00                                  | \$1,211,576.38                     | \$0.00                         | \$1,211,576.38         | \$0.00                     |
| 2040         | \$0.00                        | \$0.00                      | \$0.00                                  | \$2,147,708.83                     | \$0.00                         | \$2,147,708.83         | \$0.00                     |
| 2041         | \$0.00                        | \$0.00                      | \$0.00                                  | \$1,829,622.39                     | \$0.00                         | \$1,829,622.39         | \$0.00                     |
| 2042         | \$0.00                        | \$0.00                      | \$0.00                                  | \$1,829,622.39                     | \$0.00                         | \$1,829,622.39         | \$0.00                     |
| 2043         | \$0.00                        | \$0.00                      | \$0.00                                  | \$1,835,687.33                     | \$0.00                         | \$1,835,687.33         | \$0.00                     |
| 2044         | \$0.00                        | \$0.00                      | \$0.00                                  | \$1,469,360.01                     | \$0.00                         | \$1,469,360.01         | \$0.00                     |
| 2045         | \$0.00                        | \$0.00                      | \$0.00                                  | \$1,469,360.01                     | \$0.00                         | \$1,469,360.01         | \$0.00                     |
| 2046         | \$0.00                        | \$0.00                      | \$0.00                                  | \$1,469,360.01                     | \$0.00                         | \$1,469,360.01         | \$0.00                     |
| 2047         | \$0.00                        | \$0.00                      | \$0.00                                  | \$1,451,287.04                     | \$0.00                         | \$1,451,287.04         | \$0.00                     |
| 2048         | \$0.00                        | \$0.00                      | \$0.00                                  | \$1,430,574.20                     | \$0.00                         | \$1,430,574.20         | \$0.00                     |
| 2049         | \$0.00                        | \$0.00                      | \$0.00                                  | \$1,430,574.20                     | \$0.00                         | \$1,430,574.20         | \$0.00                     |
| 2050         | \$0.00                        | \$0.00                      | \$0.00                                  | \$220,916.65                       | \$0.00                         | \$220,916.65           | \$0.00                     |
| 2051         | \$0.00                        | \$0.00                      | \$0.00                                  | \$206,255.21                       | \$0.00                         | \$206,255.21           | \$0.00                     |
| 2052         | \$0.00                        | \$0.00                      | \$0.00                                  | \$155,346.30                       | \$0.00                         | \$155,346.30           | \$0.00                     |
| 2053         | \$0.00                        | \$0.00                      | \$0.00                                  | \$155,346.30                       | \$0.00                         | \$155,346.30           | \$0.00                     |
| 2054         | \$0.00                        | \$0.00                      | \$0.00                                  | \$155,346.30                       | \$0.00                         | \$155,346.30           | \$0.00                     |
| 2055         | \$0.00                        | \$0.00                      | \$0.00                                  | \$145,781.84                       | \$0.00                         | \$145,781.84           | \$0.00                     |
| 2056         | \$0.00                        | \$0.00                      | \$0.00                                  | \$87,684.35                        | \$0.00                         | \$87,684.35            | \$0.00                     |
| 2057         | \$0.00                        | \$0.00                      | \$0.00                                  | \$38,785.81                        | \$0.00                         | \$38,785.81            | \$0.00                     |
| 2058         | \$0.00                        | \$0.00                      | \$0.00                                  | \$38,785.81                        | \$0.00                         | \$38,785.81            | \$0.00                     |
| 2059         | \$0.00                        | \$0.00                      | \$0.00                                  | \$38,785.81                        | \$0.00                         | \$38,785.81            | \$0.00                     |
| 2060         | \$0.00                        | \$0.00                      | \$0.00                                  | \$0.00                             | \$0.00                         | \$0.00                 | \$0.00                     |
| <b>Total</b> |                               | <b>\$4,156,277.38</b>       | <b>\$20,330,684.81</b>                  | <b>\$95,049,789.84</b>             | <b>\$24,486,962.19</b>         | <b>\$70,562,827.64</b> |                            |

Source: LWA, EPS

[1] Represents the additional EIFD allocation above the base County allocation of 10 percent eligible for repayment.

[2] Assumed 3 percent annual interest rate reflective of 2 percent plus the annual County treasury yield (estimated at 1%) applied to the prior year ending balance.

[3] Represents development impact fee revenue for all development within the Mossdale Tract boundaries as estimated by LWA included in Appendix A.

**Table B-3**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**EIFD Revenue Repayment Schedule**

| Fiscal Year<br>Ending | Estimated EIFD Revenue Contribution |                     |                     |                      | Total EIFD<br>Revenue | Estimated Repayment Calculation |                                  |                |  |
|-----------------------|-------------------------------------|---------------------|---------------------|----------------------|-----------------------|---------------------------------|----------------------------------|----------------|--|
|                       | Lathrop                             | Manteca             | Stockton            | County               |                       | Beginning<br>Balance            | Fee Revenue for<br>Repayment [1] | Ending Balance |  |
| Reference             |                                     |                     |                     |                      |                       |                                 |                                  | Table B-2      |  |
| 2021                  | \$0                                 | \$0                 | \$0                 | \$0                  | \$0                   | \$0                             | \$0                              | \$0            |  |
| 2022                  | \$0                                 | \$0                 | \$0                 | \$0                  | \$0                   | \$0                             | \$0                              | \$0            |  |
| 2023                  | \$58,543                            | \$19,577            | \$2,200             | \$850,840            | \$931,161             | \$0                             | \$0                              | \$931,161      |  |
| 2024                  | \$110,211                           | \$53,516            | \$4,488             | \$1,888,050          | \$2,056,266           | \$931,161                       | \$0                              | \$2,987,426    |  |
| 2025                  | \$152,452                           | \$80,855            | \$6,118             | \$2,728,859          | \$2,968,284           | \$2,987,426                     | \$0                              | \$5,955,710    |  |
| 2026                  | \$198,704                           | \$117,093           | \$7,268             | \$3,699,528          | \$4,022,593           | \$5,955,710                     | \$0                              | \$9,978,303    |  |
| 2027                  | \$246,620                           | \$145,464           | \$9,059             | \$4,620,931          | \$5,022,074           | \$9,978,303                     | \$0                              | \$15,000,377   |  |
| 2028                  | \$298,458                           | \$170,849           | \$10,983            | \$5,553,012          | \$6,033,302           | \$15,000,377                    | \$0                              | \$21,033,679   |  |
| 2029                  | \$348,069                           | \$196,197           | \$12,358            | \$6,439,429          | \$6,996,052           | \$21,033,679                    | \$0                              | \$28,029,731   |  |
| 2030                  | \$515,760                           | \$581,368           | \$179,175           | \$2,020,721          | \$3,297,024           | \$28,029,731                    | \$0                              | \$31,326,755   |  |
| 2031                  | \$588,890                           | \$655,415           | \$198,377           | \$2,294,279          | \$3,736,961           | \$31,326,755                    | \$0                              | \$35,063,716   |  |
| 2032                  | \$639,365                           | \$733,207           | \$218,281           | \$2,537,438          | \$4,128,290           | \$35,063,716                    | \$0                              | \$39,192,007   |  |
| 2033                  | \$505,615                           | \$594,970           | \$178,211           | \$2,044,214          | \$3,323,010           | \$39,192,007                    | \$0                              | \$42,515,017   |  |
| 2034                  | \$544,651                           | \$658,355           | \$207,001           | \$2,257,967          | \$3,667,974           | \$42,515,017                    | \$0                              | \$46,182,991   |  |
| 2035                  | \$584,910                           | \$724,777           | \$235,997           | \$2,479,601          | \$4,025,284           | \$46,182,991                    | \$0                              | \$50,208,275   |  |
| 2036                  | \$624,668                           | \$782,732           | \$266,334           | \$2,690,088          | \$4,363,823           | \$50,208,275                    | \$0                              | \$54,572,098   |  |
| 2037                  | \$665,961                           | \$836,682           | \$298,069           | \$2,900,689          | \$4,701,401           | \$54,572,098                    | \$0                              | \$59,273,499   |  |
| 2038                  | \$702,717                           | \$884,456           | \$331,256           | \$3,098,381          | \$5,016,811           | \$59,273,499                    | \$399,514                        | \$63,890,796   |  |
| 2039                  | \$740,754                           | \$927,405           | \$363,415           | \$3,275,850          | \$5,307,424           | \$63,890,796                    | \$1,211,576                      | \$67,986,644   |  |
| 2040                  | \$780,116                           | \$972,006           | \$395,157           | \$3,457,937          | \$5,605,216           | \$67,986,644                    | \$2,147,709                      | \$71,444,151   |  |
| 2041                  | \$831,445                           | \$1,016,848         | \$429,041           | \$3,665,782          | \$5,943,116           | \$71,444,151                    | \$1,829,622                      | \$75,557,644   |  |
| 2042                  | \$885,329                           | \$1,054,788         | \$464,390           | \$3,870,920          | \$6,275,427           | \$75,557,644                    | \$1,829,622                      | \$80,003,449   |  |
| 2043                  | \$941,373                           | \$1,093,960         | \$501,264           | \$4,084,087          | \$6,620,684           | \$80,003,449                    | \$1,835,687                      | \$84,788,445   |  |
| 2044                  | \$473,522                           | \$537,350           | \$255,713           | \$2,039,708          | \$3,306,292           | \$84,788,445                    | \$1,469,360                      | \$86,625,378   |  |
| 2045                  | \$502,232                           | \$557,130           | \$268,914           | \$2,140,446          | \$3,468,722           | \$86,625,378                    | \$1,469,360                      | \$88,624,740   |  |
| 2046                  | \$532,085                           | \$577,553           | \$282,578           | \$2,244,928          | \$3,637,143           | \$88,624,740                    | \$1,469,360                      | \$90,792,524   |  |
| 2047                  | \$563,122                           | \$598,639           | \$296,719           | \$2,353,288          | \$3,811,769           | \$90,792,524                    | \$1,451,287                      | \$93,153,005   |  |
| 2048                  | \$595,390                           | \$620,410           | \$311,130           | \$2,464,763          | \$3,991,692           | \$93,153,005                    | \$1,430,574                      | \$95,714,123   |  |
| 2049                  | \$628,932                           | \$642,887           | \$325,804           | \$2,579,411          | \$4,177,035           | \$95,714,123                    | \$1,430,574                      | \$98,460,584   |  |
| 2050                  | \$663,797                           | \$666,094           | \$340,979           | \$2,698,256          | \$4,369,126           | \$98,460,584                    | \$220,917                        | \$102,608,794  |  |
| 2051                  | \$700,034                           | \$690,055           | \$356,671           | \$2,821,445          | \$4,568,205           | \$102,608,794                   | \$206,255                        | \$106,970,743  |  |
| 2052                  | \$737,375                           | \$714,792           | \$373,069           | \$2,948,810          | \$4,774,046           | \$106,970,743                   | \$155,346                        | \$111,589,444  |  |
| 2053                  | \$776,172                           | \$740,332           | \$388,644           | \$3,079,107          | \$4,984,254           | \$111,589,444                   | \$155,346                        | \$116,418,351  |  |
| 2054                  | \$816,479                           | \$766,700           | \$404,716           | \$3,214,103          | \$5,201,998           | \$116,418,351                   | \$155,346                        | \$121,465,003  |  |
| 2055                  | \$858,353                           | \$793,923           | \$421,304           | \$3,353,963          | \$5,427,542           | \$121,465,003                   | \$145,782                        | \$126,746,764  |  |
| 2056                  | \$901,850                           | \$821,828           | \$438,422           | \$3,498,578          | \$5,660,678           | \$126,746,764                   | \$87,684                         | \$132,319,758  |  |
| 2057                  | \$947,030                           | \$848,508           | \$456,208           | \$3,645,921          | \$5,897,668           | \$132,319,758                   | \$38,786                         | \$138,178,640  |  |
| 2058                  | \$993,956                           | \$875,989           | \$473,836           | \$3,795,567          | \$6,139,348           | \$138,178,640                   | \$38,786                         | \$144,279,202  |  |
| 2059                  | \$1,042,691                         | \$904,294           | \$492,011           | \$3,950,446          | \$6,389,442           | \$144,279,202                   | \$38,786                         | \$150,629,858  |  |
| 2060 [2]              | \$1,093,301                         | \$933,448           | \$510,750           | \$4,110,737          | \$6,648,236           | \$150,629,858                   | \$0                              | \$157,278,095  |  |
| <b>Total</b>          | <b>\$23,790,934</b>                 | <b>\$24,590,453</b> | <b>\$10,715,910</b> | <b>\$117,398,078</b> | <b>\$176,495,375</b>  |                                 | <b>\$19,217,281</b>              |                |  |

Source: EPS

[1] Repayment of general EIFD Revenue Contributions by agencies will only begin once repayment of the County EIFD Loan amount has been satisfied.

## APPENDIX C – ESTIMATED COST ALLOCATION BY PROJECT AND REVENUE OVER TIME

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Table C-1 ..... Estimated Cost per Unit by Project (Residential Development)

Table C-2 ..... Estimated Cost per 1,000 Sq. Ft. by Project (Commercial & Industrial Development)

Table C-3 ..... Total Development Impact Fee Revenue Estimate

Table C-4 ..... Development Impact Fee Revenue Estimate – Single-Family

Table C-5 ..... Development Impact Fee Revenue Estimate - Multi-Family

Table C-6 ..... Development Impact Fee Revenue Estimate - Commercial

Table C-7 ..... Development Impact Fee Revenue Estimate – Industrial

Table C-8 ..... Developer Advances and Agency Funding

**Table C-1**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Estimated Cost Per Unit by Project (Residential Development)**

| Area / Project                     | Single-Family<br>Acreage<br>Table A-1<br>A | Multi-Family<br>Acreage<br>Table A-1<br>B | Allocated<br>Cost Share<br>Table 7<br>C=(A*\$21,462) +<br>(B*\$20,084) | Cost Share<br>Percentage<br>D=(C/\$88,606,858) | Single &<br>Multi-Family Units<br>Table A-2<br>E | Average Allocated<br>Cost per Unit<br>F=C/E |
|------------------------------------|--|---|--|--|--|---|
| <b>City of Lathrop</b>             |  |   |  |  |  |   |
| Central Lathrop                    | 745.1                                      | 38.8                                      | \$16,770,424   | 18.9%  | 5,581  | \$3,005                                     |
| Mossdale Landing                   | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Mossdale Landing East              | 0.0  | 3.1                                       | \$62,391   | 0.1%   | 50   | \$1,248                                     |
| Mossdale Landing South             | 29.4                                       | 5.5                                       | \$740,749  | 0.8%   | 283  | \$2,617                                     |
| South Lathrop                      | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Lathrop Gateway                    | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Lathrop Crossroads                 | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Historic/East Lathrop              | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Sharpe Depot                       | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| <b>Subtotal City of Lathrop</b>    | <b>774.5</b>                               | <b>47.4</b>                               | <b>\$17,573,564</b>  | <b>19.8%</b>                                   | <b>5,914</b>                                     | <b>\$2,972</b>                              |
| <b>City of Manteca</b>             |  |   |  |  |  |   |
| Railroad Industrial                | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Center Point South                 | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Telles & Wilson                    | 33.4                                       | 0.0                                       | \$717,191  | 0.8%   | 294  | \$2,439                                     |
| Villa Ticino West                  | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Yosemite Greens                    | 11.0                                       | 0.0                                       | \$235,265  | 0.3%   | 99   | \$2,376                                     |
| Kiper                              | 11.0                                       | 0.0                                       | \$235,651  | 0.3%   | 115  | \$2,049                                     |
| Alma Apartments                    | 0.0  | 10.3                                      | \$206,824  | 0.2%   | 268  | \$772                                       |
| Yosemite/Fishback                  | 15.3                                       | 0.0                                       | \$327,787  | 0.4%   | 102  | \$3,214                                     |
| Family Entertainment Zone          | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Embarcadero                        | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Airport/Daniels                    | 0.0  | 18.7                                      | \$375,680  | 0.4%   | 295  | \$1,273                                     |
| HWY 120                            | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Oakwood Trails                     | 141.5                                      | 0.0                                       | \$3,036,619  | 3.4%   | 676  | \$4,492                                     |
| Denali                             | 94.5                                       | 0.0                                       | \$2,028,147  | 2.3%   | 315  | \$6,439                                     |
| Sundance                           | 47.4                                       | 0.0                                       | \$1,017,608  | 1.1%   | 289  | \$3,521                                     |
| The Trails of Manteca              | 264.7                                      | 0.0                                       | \$5,680,742  | 6.4%   | 1,268  | \$4,480                                     |
| Cerri                              | 111.2                                      | 0.0                                       | \$2,387,415  | 2.7%   | 495  | \$4,823                                     |
| Terra Ranch                        | 22.3                                       | 9.8                                       | \$674,973  | 0.8%   | 302  | \$2,235                                     |
| Wackerly                           | 11.6                                       | 0.0                                       | \$249,172  | 0.3%   | 60   | \$4,153                                     |
| Lewis Estates                      | 8.9  | 0.0                                       | \$191,612  | 0.2%   | 54   | \$3,548                                     |
| Oleander                           | 20.5                                       | 0.0                                       | \$439,277  | 0.5%   | 116  | \$3,787                                     |
| <b>Subtotal City of Manteca</b>    | <b>793.3</b>                               | <b>38.8</b>                               | <b>\$17,803,964</b>  | <b>20.1%</b>                                   | <b>4,748</b>                                     | <b>\$3,750</b>                              |
| <b>City of Stockton</b>            |  |   |  |  |  |   |
| Weston Ranch                       | 40.4                                       | 52.9                                      | \$1,929,892  | 2.2%   | 1,380  | \$1,399                                     |
| South Airport                      | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| <b>Subtotal City of Stockton</b>   | <b>40.4</b>                                | <b>52.9</b>                               | <b>\$1,929,892</b>   | <b>2.2%</b>                                    | <b>1,380</b>                                     | <b>\$1,399</b>                              |
| <b>San Joaquin County</b>          |  |   |  |  |  |   |
| Oakwood Shores                     | 16.7                                       | 0.0                                       | \$358,499  | 0.4%   | 107  | \$3,350                                     |
| Future Lathrop Annex               | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| Future Manteca Annex               | 141.1                                      | 0.0                                       | \$3,028,506  | 3.4%   | 833  | \$3,636                                     |
| Future Stockton Annex              | 0.0  | 0.0                                       | \$0  | 0.0%   | 0  | \$0   |
| <b>Subtotal San Joaquin County</b> | <b>157.8</b>                               | <b>0.0</b>                                | <b>\$3,387,005</b>   | <b>3.8%</b>                                    | <b>940</b>                                       | <b>\$3,603</b>                              |

**Table C-2**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Estimated Cost Per 1,000 Sq. Ft. by Project (Commercial & Industrial Development)**

| Area / Project                     | Commercial<br>Acreage<br>Table A-1<br>A | Industrial<br>Acreage<br>Table A-1<br>B | Total<br>Allocated<br>Table 7<br>C=(A*\$21462) +<br>(B*\$20084) | Cost Share<br>Percentage<br>D=(C/\$88,606,858) | 1000's Square Feet<br>Table A-2<br>E | Average Allocated<br>Cost per 1,000 Sq.<br>F=C/E |
|------------------------------------|---|---|---|--|--------------------------------------|--|
| <b>City of Lathrop</b>             |   |   |   |  |                                      |  |
| Central Lathrop                    | 286.4                                   | 0.0                                     | \$5,814,901   | 6.6%   | 3                                    | \$1,771,475                                      |
| Mossdale Landing                   | 5.7                                     | 0.0                                     | \$116,366   | 0.1%   | 0                                    | \$1,771,435                                      |
| Mossdale Landing East              | 29.9                                    | 0.0                                     | \$606,810   | 0.7%   | 0                                    | \$1,771,501                                      |
| Mossdale Landing South             | 16.2                                    | 0.0                                     | \$329,014   | 0.4%   | 0                                    | \$1,771,466                                      |
| South Lathrop                      | 8.8                                     | 175.0                                   | \$2,963,021   | 3.3%   | 3                                    | \$1,018,304                                      |
| Lathrop Gateway                    | 117.7                                   | 181.3                                   | \$5,273,104   | 6.0%   | 4                                    | \$1,238,364                                      |
| Lathrop Crossroads                 | 2.5                                     | 52.9                                    | \$892,008   | 1.0%   | 1                                    | \$1,404,914                                      |
| Historic/East Lathrop              | 28.9                                    | 98.7                                    | \$2,157,363   | 2.4%   | 2                                    | \$1,126,284                                      |
| Sharpe Depot                       | 0.0                                     | 216.5                                   | \$3,444,357   | 3.9%   | 3                                    | \$991,176  |
| <b>Subtotal City of Lathrop</b>    | <b>496.1</b>                            | <b>724.4</b>                            | <b>\$21,596,943</b>   | <b>24.4%</b>                                   | <b>17</b>                            | <b>\$1,265,216</b>                               |
| <b>City of Manteca</b>             |   |   |   |  |                                      |  |
| Railroad Industrial                | 0.0                                     | 100.4                                   | \$1,597,418   | 1.8%   | 1                                    | \$2,312,752                                      |
| Center Point South                 | 0.0                                     | 0.4                                     | \$5,983   | 0.0%   | 0                                    | \$60,503   |
| Telles & Wilson                    | 0.0                                     | 0.0                                     | \$0   | 0.0%   | 0                                    | \$0  |
| Villa Ticino West                  | 0.0                                     | 230.1                                   | \$3,660,209   | 4.1%   | 4                                    | \$915,052  |
| Yosemite Greens                    | 0.0                                     | 0.0                                     | \$0   | 0.0%   | 0                                    | \$0  |
| Kiper                              | 0.0                                     | 0.0                                     | \$0   | 0.0%   | 0                                    | \$0  |
| Alma Apartments                    | 0.0                                     | 0.0                                     | \$0   | 0.0%   | 0                                    | \$0  |
| Yosemite/Fishback                  | 5.0                                     | 0.0                                     | \$101,858   | 0.1%   | 0                                    | \$1,476,209                                      |
| Family Entertainment Zone          | 125.7                                   | 0.0                                     | \$2,553,020   | 2.9%   | 2                                    | \$1,476,229                                      |
| Embarcadero                        | 0.0                                     | 34.1                                    | \$542,199   | 0.6%   | 0                                    | \$1,156,371                                      |
| Airport/Daniels                    | 47.3                                    | 0.0                                     | \$961,057   | 1.1%   | 1                                    | \$1,476,233                                      |
| HWY 120                            | 123.3                                   | 26.2                                    | \$2,920,113   | 3.3%   | 2                                    | \$1,420,122                                      |
| Oakwood Trails                     | 44.9                                    | 0.0                                     | \$911,131   | 1.0%   | 0                                    | \$2,209,232                                      |
| Denali                             | 12.4                                    | 0.0                                     | \$250,788   | 0.3%   | 0                                    | \$1,476,265                                      |
| Sundance                           | 0.0                                     | 0.0                                     | \$0   | 0.0%   | 0                                    | \$0  |
| The Trails of Manteca              | 0.0                                     | 0.0                                     | \$0   | 0.0%   | 0                                    | \$0  |
| Cerri                              | 0.0                                     | 0.0                                     | \$0   | 0.0%   | 0                                    | \$0  |
| Terra Ranch                        | 0.0                                     | 0.0                                     | \$0   | 0.0%   | 0                                    | \$0  |
| Wackerly                           | 0.0                                     | 0.0                                     | \$0   | 0.0%   | 0                                    | \$0  |
| Lewis Estates                      | 0.0                                     | 0.0                                     | \$0   | 0.0%   | 0                                    | \$0  |
| Oleander                           | 0.0                                     | 0.0                                     | \$0   | 0.0%   | 0                                    | \$0  |
| <b>Subtotal City of Manteca</b>    | <b>358.5</b>                            | <b>391.2</b>                            | <b>\$13,503,777</b>   | <b>15.2%</b>                                   | <b>10</b>                            | <b>\$1,305,161</b>                               |
| <b>City of Stockton</b>            |   |   |   |  |                                      |  |
| Weston Ranch                       | 126.6                                   | 0.0                                     | \$2,570,054   | 2.9%   | 1                                    | \$2,036,590                                      |
| South Airport                      | 0.0                                     | 213.8                                   | \$3,400,382   | 3.8%   | 4                                    | \$867,279  |
| <b>Subtotal City of Stockton</b>   | <b>126.6</b>                            | <b>213.8</b>                            | <b>\$5,970,437</b>  | <b>6.7%</b>                                    | <b>5</b>                             | <b>\$2,903,868</b>                               |
| <b>San Joaquin County</b>          |   |   |   |  |                                      |  |
| Oakwood Shores                     | 0.0                                     | 0.0                                     | \$0   | 0.0%   | 5                                    | \$0  |
| Future Lathrop Annex               | 23.9                                    | 0.0                                     | \$486,316   | 0.5%   | 0                                    | \$0  |
| Future Manteca Annex               | 27.8                                    | 137.1                                   | \$2,745,198   | 3.1%   | 38                                   | \$73,034   |
| Future Stockton Annex              | 177.8                                   | 0.0                                     | \$3,609,763   | 4.1%   | 38                                   | \$96,036   |
| <b>Subtotal San Joaquin County</b> | <b>229.5</b>                            | <b>137.1</b>                            | <b>\$6,841,277</b>  | <b>7.7%</b>                                    | <b>80</b>                            | <b>\$85,341</b>                                  |

**Table C-3**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Total Development Impact Fee Revenue Estimate**

| Year         | Revenue by Land Use |                    |                     |                     | Total Fee Revenue   |
|--------------|---------------------|--------------------|---------------------|---------------------|---------------------|
|              | Single-Family       | Multi-Family       | Commercial          | Industrial          |                     |
|              | <i>Table C-4</i>    | <i>Table C-5</i>   | <i>Table C-6</i>    | <i>Table C-7</i>    |                     |
| 2016         | \$ 0                | \$ 0               | \$ 0                | \$ 0                | \$ 0                |
| 2017         | \$ 0                | \$ 0               | \$ 0                | \$ 0                | \$ 0                |
| 2018         | \$ 0                | \$ 0               | \$ 0                | \$ 0                | \$ 0                |
| 2019         | \$ 0                | \$ 0               | \$ 0                | \$ 0                | \$ 0                |
| 2020         | \$ 0                | \$ 0               | \$ 0                | \$ 303,502          | \$ 303,502          |
| 2021         | \$ 2,485,413        | \$ 183,567         | \$ 163,774          | \$ 2,526,478        | \$ 5,359,232        |
| 2022         | \$ 5,690,433        | \$ 372,055         | \$ 2,017,116        | \$ 2,043,801        | \$ 10,123,404       |
| 2023         | \$ 3,069,552        | \$ 405,073         | \$ 1,714,059        | \$ 2,348,958        | \$ 7,537,641        |
| 2024         | \$ 1,703,064        | \$ 268,000         | \$ 1,273,890        | \$ 2,129,444        | \$ 5,374,398        |
| 2025         | \$ 2,054,116        | \$ 311,783         | \$ 1,402,940        | \$ 2,186,772        | \$ 5,955,610        |
| 2026         | \$ 1,895,298        | \$ 377,056         | \$ 1,367,707        | \$ 1,415,579        | \$ 5,055,639        |
| 2027         | \$ 1,409,182        | \$ 303,348         | \$ 1,428,018        | \$ 1,089,457        | \$ 4,230,005        |
| 2028         | \$ 1,329,348        | \$ 43,582          | \$ 1,380,907        | \$ 1,089,107        | \$ 3,842,944        |
| 2029         | \$ 1,329,777        | \$ 43,381          | \$ 1,466,601        | \$ 723,410          | \$ 3,563,170        |
| 2030         | \$ 1,363,687        | \$ 38,561          | \$ 1,683,497        | \$ 419,622          | \$ 3,505,367        |
| 2031         | \$ 1,363,687        | \$ 38,561          | \$ 1,550,062        | \$ 419,622          | \$ 3,371,932        |
| 2032         | \$ 1,363,473        | \$ 118,897         | \$ 916,848          | \$ 419,622          | \$ 2,818,839        |
| 2033         | \$ 1,027,165        | \$ 80,336          | \$ 1,035,642        | \$ 1,243,912        | \$ 3,387,055        |
| 2034         | \$ 1,025,877        | \$ 80,336          | \$ 1,035,825        | \$ 1,199,850        | \$ 3,341,888        |
| 2035         | \$ 578,827          | \$ 80,336          | \$ 985,038          | \$ 1,143,063        | \$ 2,787,263        |
| 2036         | \$ 398,332          | \$ 80,336          | \$ 907,507          | \$ 1,143,540        | \$ 2,529,715        |
| 2037         | \$ 398,332          | \$ 80,336          | \$ 639,864          | \$ 780,499          | \$ 1,899,032        |
| 2038         | \$ 398,332          | \$ 33,138          | \$ 492,438          | \$ 321,477          | \$ 1,245,385        |
| 2039         | \$ 398,332          | \$ 0               | \$ 491,767          | \$ 321,477          | \$ 1,211,576        |
| 2040         | \$ 1,546,609        | \$ 0               | \$ 279,623          | \$ 321,477          | \$ 2,147,709        |
| 2041         | \$ 1,209,658        | \$ 0               | \$ 298,488          | \$ 321,477          | \$ 1,829,622        |
| 2042         | \$ 1,209,658        | \$ 0               | \$ 298,488          | \$ 321,477          | \$ 1,829,622        |
| 2043         | \$ 1,209,658        | \$ 0               | \$ 305,189          | \$ 320,840          | \$ 1,835,687        |
| 2044         | \$ 1,209,658        | \$ 0               | \$ 259,702          | \$ 0                | \$ 1,469,360        |
| 2045         | \$ 1,209,658        | \$ 0               | \$ 259,702          | \$ 0                | \$ 1,469,360        |
| 2046         | \$ 1,209,658        | \$ 0               | \$ 259,702          | \$ 0                | \$ 1,469,360        |
| 2047         | \$ 1,209,658        | \$ 0               | \$ 241,629          | \$ 0                | \$ 1,451,287        |
| 2048         | \$ 1,209,658        | \$ 0               | \$ 220,917          | \$ 0                | \$ 1,430,574        |
| 2049         | \$ 1,209,658        | \$ 0               | \$ 220,917          | \$ 0                | \$ 1,430,574        |
| 2050         | \$ 0                | \$ 0               | \$ 220,917          | \$ 0                | \$ 220,917          |
| 2051         | \$ 0                | \$ 0               | \$ 206,255          | \$ 0                | \$ 206,255          |
| 2052         | \$ 0                | \$ 0               | \$ 155,346          | \$ 0                | \$ 155,346          |
| 2053         | \$ 0                | \$ 0               | \$ 155,346          | \$ 0                | \$ 155,346          |
| 2054         | \$ 0                | \$ 0               | \$ 155,346          | \$ 0                | \$ 155,346          |
| 2055         | \$ 0                | \$ 0               | \$ 145,782          | \$ 0                | \$ 145,782          |
| 2056         | \$ 0                | \$ 0               | \$ 87,684           | \$ 0                | \$ 87,684           |
| 2057         | \$ 0                | \$ 0               | \$ 38,786           | \$ 0                | \$ 38,786           |
| 2058         | \$ 0                | \$ 0               | \$ 38,786           | \$ 0                | \$ 38,786           |
| 2059         | \$ 0                | \$ 0               | \$ 38,786           | \$ 0                | \$ 38,786           |
| <b>Total</b> | <b>41,715,755.2</b> | <b>2,938,680.2</b> | <b>25,840,892.1</b> | <b>24,554,462.3</b> | <b>\$95,049,790</b> |



**Table C-4**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Development Impact Fee Revenue Estimate - Single-Family**

| Year             | Single-Family Acres By Jurisdiction |                  |                  |                | Total                | Fee Revenue         |
|------------------|-------------------------------------|------------------|------------------|----------------|----------------------|---------------------|
|                  | Lathrop                             | Manteca          | Stockton         | Unincorp       |                      |                     |
|                  |                                     |                  |                  | County         |                      |                     |
| <i>Table D13</i> | <i>Table D7</i>                     | <i>Table D10</i> | <i>Table D16</i> | <i>Table 8</i> |                      |                     |
|                  |                                     |                  |                  |                | <b>Fee Rate/Acre</b> | <b>\$ 21,462</b>    |
| 2016             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2017             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2018             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2019             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2020             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2021             | 61.4                                | 47.7             | 6.7              | 0.0            | 115.8                | \$ 2,485,413        |
| 2022             | 179.0                               | 72.7             | 13.5             | 0.0            | 265.1                | \$ 5,690,433        |
| 2023             | 23.9                                | 90.0             | 13.5             | 15.7           | 143.0                | \$ 3,069,552        |
| 2024             | 0.0                                 | 52.4             | 11.3             | 15.7           | 79.4                 | \$ 1,703,064        |
| 2025             | 3.3                                 | 76.8             | 0.0              | 15.7           | 95.7                 | \$ 2,054,116        |
| 2026             | 3.3                                 | 69.4             | 0.0              | 15.7           | 88.3                 | \$ 1,895,298        |
| 2027             | 3.3                                 | 46.7             | 0.0              | 15.7           | 65.7                 | \$ 1,409,182        |
| 2028             | 3.3                                 | 43.0             | 0.0              | 15.7           | 61.9                 | \$ 1,329,348        |
| 2029             | 3.3                                 | 43.0             | 0.0              | 15.7           | 62.0                 | \$ 1,329,777        |
| 2030             | 3.3                                 | 44.6             | 0.0              | 15.7           | 63.5                 | \$ 1,363,687        |
| 2031             | 3.3                                 | 44.6             | 0.0              | 15.7           | 63.5                 | \$ 1,363,687        |
| 2032             | 3.3                                 | 44.6             | 0.0              | 15.7           | 63.5                 | \$ 1,363,473        |
| 2033             | 3.3                                 | 44.6             | 0.0              | 0.0            | 47.9                 | \$ 1,027,165        |
| 2034             | 3.2                                 | 44.6             | 0.0              | 0.0            | 47.8                 | \$ 1,025,877        |
| 2035             | 0.0                                 | 27.0             | 0.0              | 0.0            | 27.0                 | \$ 578,827          |
| 2036             | 0.0                                 | 18.6             | 0.0              | 0.0            | 18.6                 | \$ 398,332          |
| 2037             | 0.0                                 | 18.6             | 0.0              | 0.0            | 18.6                 | \$ 398,332          |
| 2038             | 0.0                                 | 18.6             | 0.0              | 0.0            | 18.6                 | \$ 398,332          |
| 2039             | 0.0                                 | 18.6             | 0.0              | 0.0            | 18.6                 | \$ 398,332          |
| 2040             | 56.4                                | 15.7             | 0.0              | 0.0            | 72.1                 | \$ 1,546,609        |
| 2041             | 56.4                                | 0.0              | 0.0              | 0.0            | 56.4                 | \$ 1,209,658        |
| 2042             | 56.4                                | 0.0              | 0.0              | 0.0            | 56.4                 | \$ 1,209,658        |
| 2043             | 56.4                                | 0.0              | 0.0              | 0.0            | 56.4                 | \$ 1,209,658        |
| 2044             | 56.4                                | 0.0              | 0.0              | 0.0            | 56.4                 | \$ 1,209,658        |
| 2045             | 56.4                                | 0.0              | 0.0              | 0.0            | 56.4                 | \$ 1,209,658        |
| 2046             | 56.4                                | 0.0              | 0.0              | 0.0            | 56.4                 | \$ 1,209,658        |
| 2047             | 56.4                                | 0.0              | 0.0              | 0.0            | 56.4                 | \$ 1,209,658        |
| 2048             | 56.4                                | 0.0              | 0.0              | 0.0            | 56.4                 | \$ 1,209,658        |
| 2049             | 56.4                                | 0.0              | 0.0              | 0.0            | 56.4                 | \$ 1,209,658        |
| 2050             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2051             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2052             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2053             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2054             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2055             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2056             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2057             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2058             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2059             | 0.0                                 | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| <b>Total</b>     | <b>860.6</b>                        | <b>881.4</b>     | <b>44.9</b>      | <b>156.8</b>   | <b>1,943.7</b>       | <b>\$41,715,755</b> |

**Table C-5  
 Mossdale Tract Area: Regional ULOP Levee Impact Fee  
 Development Impact Fee Revenue Estimate - Multi-Family**

| Year             | Multi-Family Acres By Jurisdiction |                  |                  |                      | Total            | Fee Revenue        |
|------------------|------------------------------------|------------------|------------------|----------------------|------------------|--------------------|
|                  | Lathrop                            | Manteca          | Stockton         | Unincorp             |                  |                    |
|                  |                                    |                  |                  | County               |                  |                    |
| <i>Table D13</i> | <i>Table D7</i>                    | <i>Table D10</i> | <i>Table D16</i> | <i>Table 8</i>       |                  |                    |
|                  |                                    |                  |                  | <i>Fee Rate/Acre</i> | <i>\$ 20,084</i> |                    |
| 2016             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2017             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2018             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2019             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2020             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2021             | 1.6                                | 0.0              | 7.5              | 0.0                  | 9.1              | \$ 183,567         |
| 2022             | 8.5                                | 2.6              | 7.5              | 0.0                  | 18.5             | \$ 372,055         |
| 2023             | 12.3                               | 7.9              | 0.0              | 0.0                  | 20.2             | \$ 405,073         |
| 2024             | 5.4                                | 7.9              | 0.0              | 0.0                  | 13.3             | \$ 268,000         |
| 2025             | 5.4                                | 10.1             | 0.0              | 0.0                  | 15.5             | \$ 311,783         |
| 2026             | 5.4                                | 5.8              | 7.5              | 0.0                  | 18.8             | \$ 377,056         |
| 2027             | 5.4                                | 2.2              | 7.5              | 0.0                  | 15.1             | \$ 303,348         |
| 2028             | 0.0                                | 2.2              | 0.0              | 0.0                  | 2.2              | \$ 43,582          |
| 2029             | 0.0                                | 2.2              | 0.0              | 0.0                  | 2.2              | \$ 43,381          |
| 2030             | 1.9                                | 0.0              | 0.0              | 0.0                  | 1.9              | \$ 38,561          |
| 2031             | 1.9                                | 0.0              | 0.0              | 0.0                  | 1.9              | \$ 38,561          |
| 2032             | 1.9                                | 0.0              | 4.0              | 0.0                  | 5.9              | \$ 118,897         |
| 2033             | 0.0                                | 0.0              | 4.0              | 0.0                  | 4.0              | \$ 80,336          |
| 2034             | 0.0                                | 0.0              | 4.0              | 0.0                  | 4.0              | \$ 80,336          |
| 2035             | 0.0                                | 0.0              | 4.0              | 0.0                  | 4.0              | \$ 80,336          |
| 2036             | 0.0                                | 0.0              | 4.0              | 0.0                  | 4.0              | \$ 80,336          |
| 2037             | 0.0                                | 0.0              | 4.0              | 0.0                  | 4.0              | \$ 80,336          |
| 2038             | 0.0                                | 0.0              | 1.7              | 0.0                  | 1.7              | \$ 33,138          |
| 2039             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2040             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2041             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2042             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2043             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2044             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2045             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2046             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2047             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2048             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2049             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2050             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2051             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2052             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2053             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2054             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2055             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2056             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2057             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2058             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| 2059             | 0.0                                | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0               |
| <b>Total</b>     | <b>49.9</b>                        | <b>40.8</b>      | <b>55.7</b>      | <b>0.0</b>           | <b>146.3</b>     | <b>\$2,938,680</b> |

**Table C-6**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Development Impact Fee Revenue Estimate - Commercial**

| Year             | Commercial Acres By Jurisdiction |                  |                  |                      | Total            | Fee Revenue         |
|------------------|----------------------------------|------------------|------------------|----------------------|------------------|---------------------|
|                  | Lathrop                          | Manteca          | Stockton         | Unincorp             |                  |                     |
|                  |                                  |                  |                  | County               |                  |                     |
| <i>Table D13</i> | <i>Table D7</i>                  | <i>Table D10</i> | <i>Table D16</i> | <i>Table 8</i>       |                  |                     |
|                  |                                  |                  |                  | <i>Fee Rate/Acre</i> | <i>\$ 20,307</i> |                     |
| 2016             | 0.0                              | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0                |
| 2017             | 0.0                              | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0                |
| 2018             | 0.0                              | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0                |
| 2019             | 0.0                              | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0                |
| 2020             | 0.0                              | 0.0              | 0.0              | 0.0                  | 0.0              | \$ 0                |
| 2021             | 8.1                              | 0.0              | 0.0              | 0.0                  | 8.1              | \$ 163,774          |
| 2022             | 40.1                             | 12.7             | 44.6             | 1.9                  | 99.3             | \$ 2,017,116        |
| 2023             | 40.1                             | 16.5             | 24.0             | 3.8                  | 84.4             | \$ 1,714,059        |
| 2024             | 40.1                             | 16.5             | 2.3              | 3.8                  | 62.7             | \$ 1,273,890        |
| 2025             | 40.1                             | 20.3             | 2.3              | 6.3                  | 69.1             | \$ 1,402,940        |
| 2026             | 38.4                             | 20.3             | 2.3              | 6.3                  | 67.4             | \$ 1,367,707        |
| 2027             | 38.4                             | 21.4             | 2.3              | 8.3                  | 70.3             | \$ 1,428,018        |
| 2028             | 38.4                             | 19.1             | 2.3              | 8.3                  | 68.0             | \$ 1,380,907        |
| 2029             | 38.4                             | 23.3             | 2.3              | 8.3                  | 72.2             | \$ 1,466,601        |
| 2030             | 49.1                             | 23.3             | 2.3              | 8.3                  | 82.9             | \$ 1,683,497        |
| 2031             | 42.5                             | 23.3             | 2.3              | 8.3                  | 76.3             | \$ 1,550,062        |
| 2032             | 12.4                             | 22.2             | 2.3              | 8.3                  | 45.2             | \$ 916,848          |
| 2033             | 12.4                             | 22.2             | 2.3              | 14.1                 | 51.0             | \$ 1,035,642        |
| 2034             | 12.4                             | 22.2             | 2.3              | 14.1                 | 51.0             | \$ 1,035,825        |
| 2035             | 12.4                             | 22.2             | 2.3              | 11.6                 | 48.5             | \$ 985,038          |
| 2036             | 12.4                             | 18.4             | 2.3              | 11.6                 | 44.7             | \$ 907,507          |
| 2037             | 12.4                             | 5.2              | 2.3              | 11.6                 | 31.5             | \$ 639,864          |
| 2038             | 12.4                             | 3.8              | 2.3              | 5.7                  | 24.3             | \$ 492,438          |
| 2039             | 12.4                             | 3.8              | 2.3              | 5.7                  | 24.2             | \$ 491,767          |
| 2040             | 0.0                              | 3.8              | 2.3              | 7.6                  | 13.8             | \$ 279,623          |
| 2041             | 0.9                              | 3.8              | 2.3              | 7.6                  | 14.7             | \$ 298,488          |
| 2042             | 0.9                              | 3.8              | 2.3              | 7.6                  | 14.7             | \$ 298,488          |
| 2043             | 0.9                              | 3.8              | 2.3              | 8.0                  | 15.0             | \$ 305,189          |
| 2044             | 0.9                              | 3.8              | 2.3              | 5.7                  | 12.8             | \$ 259,702          |
| 2045             | 0.9                              | 3.8              | 2.3              | 5.7                  | 12.8             | \$ 259,702          |
| 2046             | 0.9                              | 3.8              | 2.3              | 5.7                  | 12.8             | \$ 259,702          |
| 2047             | 0.9                              | 3.8              | 2.3              | 4.8                  | 11.9             | \$ 241,629          |
| 2048             | 0.9                              | 3.8              | 2.3              | 3.8                  | 10.9             | \$ 220,917          |
| 2049             | 0.9                              | 3.8              | 2.3              | 3.8                  | 10.9             | \$ 220,917          |
| 2050             | 0.9                              | 3.8              | 2.3              | 3.8                  | 10.9             | \$ 220,917          |
| 2051             | 0.0                              | 3.8              | 2.5              | 3.8                  | 10.2             | \$ 206,255          |
| 2052             | 0.0                              | 3.8              | 0.0              | 3.8                  | 7.7              | \$ 155,346          |
| 2053             | 0.0                              | 3.8              | 0.0              | 3.8                  | 7.7              | \$ 155,346          |
| 2054             | 0.0                              | 3.8              | 0.0              | 3.8                  | 7.7              | \$ 155,346          |
| 2055             | 0.0                              | 3.4              | 0.0              | 3.8                  | 7.2              | \$ 145,782          |
| 2056             | 0.0                              | 0.0              | 0.0              | 4.3                  | 4.3              | \$ 87,684           |
| 2057             | 0.0                              | 0.0              | 0.0              | 1.9                  | 1.9              | \$ 38,786           |
| 2058             | 0.0                              | 0.0              | 0.0              | 1.9                  | 1.9              | \$ 38,786           |
| 2059             | 0.0                              | 0.0              | 0.0              | 1.9                  | 1.9              | \$ 38,786           |
| <b>Total</b>     | <b>522.2</b>                     | <b>377.4</b>     | <b>133.2</b>     | <b>239.7</b>         | <b>1,272.5</b>   | <b>\$25,840,892</b> |

**Table C-7**  
**Mossdale Tract Area: Regional ULOP Levee Impact Fee**  
**Development Impact Fee Revenue Estimate - Industrial**

| Year             | Industrial Acres By Jurisdiction |                  |                  |                | Total                | Fee Revenue         |
|------------------|----------------------------------|------------------|------------------|----------------|----------------------|---------------------|
|                  | Lathrop                          | Manteca          | Stockton         | Unincorp       |                      |                     |
|                  |                                  |                  |                  | County         |                      |                     |
| <i>Table D13</i> | <i>Table D7</i>                  | <i>Table D10</i> | <i>Table D16</i> | <i>Table 8</i> |                      |                     |
|                  |                                  |                  |                  |                | <i>Fee Rate/Acre</i> | <i>\$ 15,907</i>    |
| 2016             | 0.0                              | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2017             | 0.0                              | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2018             | 0.0                              | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2019             | 0.0                              | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2020             | 19.1                             | 0.0              | 0.0              | 0.0            | 19.1                 | \$ 303,502          |
| 2021             | 90.8                             | 68.0             | 0.0              | 0.0            | 158.8                | \$ 2,526,478        |
| 2022             | 64.3                             | 64.2             | 0.0              | 0.0            | 128.5                | \$ 2,043,801        |
| 2023             | 64.3                             | 83.4             | 0.0              | 0.0            | 147.7                | \$ 2,348,958        |
| 2024             | 64.3                             | 69.6             | 0.0              | 0.0            | 133.9                | \$ 2,129,444        |
| 2025             | 64.3                             | 73.2             | 0.0              | 0.0            | 137.5                | \$ 2,186,772        |
| 2026             | 64.3                             | 24.7             | 0.0              | 0.0            | 89.0                 | \$ 1,415,579        |
| 2027             | 64.9                             | 3.6              | 0.0              | 0.0            | 68.5                 | \$ 1,089,457        |
| 2028             | 64.9                             | 3.6              | 0.0              | 0.0            | 68.5                 | \$ 1,089,107        |
| 2029             | 41.9                             | 3.6              | 0.0              | 0.0            | 45.5                 | \$ 723,410          |
| 2030             | 22.8                             | 3.6              | 0.0              | 0.0            | 26.4                 | \$ 419,622          |
| 2031             | 22.8                             | 3.6              | 0.0              | 0.0            | 26.4                 | \$ 419,622          |
| 2032             | 22.8                             | 3.6              | 0.0              | 0.0            | 26.4                 | \$ 419,622          |
| 2033             | 22.8                             | 3.6              | 23.0             | 28.9           | 78.2                 | \$ 1,243,912        |
| 2034             | 22.8                             | 3.6              | 20.2             | 28.9           | 75.4                 | \$ 1,199,850        |
| 2035             | 22.8                             | 0.0              | 20.2             | 28.9           | 71.9                 | \$ 1,143,063        |
| 2036             | 22.8                             | 0.0              | 20.2             | 28.9           | 71.9                 | \$ 1,143,540        |
| 2037             | 0.0                              | 0.0              | 20.2             | 28.9           | 49.1                 | \$ 780,499          |
| 2038             | 0.0                              | 0.0              | 20.2             | 0.0            | 20.2                 | \$ 321,477          |
| 2039             | 0.0                              | 0.0              | 20.2             | 0.0            | 20.2                 | \$ 321,477          |
| 2040             | 0.0                              | 0.0              | 20.2             | 0.0            | 20.2                 | \$ 321,477          |
| 2041             | 0.0                              | 0.0              | 20.2             | 0.0            | 20.2                 | \$ 321,477          |
| 2042             | 0.0                              | 0.0              | 20.2             | 0.0            | 20.2                 | \$ 321,477          |
| 2043             | 0.0                              | 0.0              | 20.2             | 0.0            | 20.2                 | \$ 320,840          |
| 2044             | 0.0                              | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2045             | 0.0                              | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2046             | 0.0                              | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2047             | 0.0                              | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2048             | 0.0                              | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2049             | 0.0                              | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2050             | 0.0                              | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2051             | 0.0                              | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2052             | 0.0                              | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2053             | 0.0                              | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2054             | 0.0                              | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2055             | 0.0                              | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2056             | 0.0                              | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2057             | 0.0                              | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2058             | 0.0                              | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| 2059             | 0.0                              | 0.0              | 0.0              | 0.0            | 0.0                  | \$ 0                |
| <b>Total</b>     | <b>762.5</b>                     | <b>411.8</b>     | <b>225.0</b>     | <b>144.3</b>   | <b>1,543.6</b>       | <b>\$24,554,462</b> |

**Table C-8  
 Mossdale Tract Area: Regional ULOP Levee Impact Fee  
 Developer Advances and Agency Funding**

| <b>Funding Source</b>   | <b>Amount</b>      |
|-------------------------|--------------------|
| Lathrop                 | \$1,005,305        |
| Lathrop Gateway/Lazares | \$3,720            |
| Manteca                 | \$962,125          |
| Others                  | \$476,131          |
| RD 17                   | \$126,300          |
| Richland                | \$1,349,453        |
| River Islands           | \$15,500           |
| Saybrook                | \$712,480          |
| SJ County               | \$65,703           |
| Stockton                | \$65,703           |
| <b>Total</b>            | <b>\$4,782,419</b> |

Source: City of Lathrop, City of Manteca, LWA

Note: For additional funding source details refer to the Mossdale Tract Program 2021 Annual Adequate Progress Report Update for Urban Level of Protection dated June 25, 2021 and the Mossdale Tract Area Regional Urban Level of Flood Protection Advance Funding Credit and Reimbursement Policies and Procedures Study dated October 15, 2019.

## APPENDIX D – EXAMPLE GROSS DEVELOPABLE ACREAGE CALCULATION

For this example calculation, the Gross Developable Acreage (GDA) for Lot 1–B on the attached Maps is calculated.

**Map D-1** shows the overall tentative map for the “Wheeler Ranch” project. **Map D-2** is an enlargement of Lot 1–B with an indication of acreage to be subtracted from the large lot map when determining GDA. Note: For purposes of the fee calculation, the City may require the small lot final map to provide a calculation of GDA.

### STEP 1

Goal: From the tentative map, determine the gross acreage for the large lot.

Solution: In this case, the gross acreage for the large lot by the unit is given in the land use table. Lot 1–B’s gross acreage is stated as 38.3 acres. This includes the allocable portion of parks/open space that is not indicated as its own unit, as well as major collectors and arterials.

### STEP 2

Goal: Subtract all acreage in Major Roads, Parks, Open Space, and other property that will ultimately be publicly owned.

Solution: In this case, the densities indicated in the land use table, based on the note, exclude the allocable area of arterials and collector streets. If the density is divided by the number of units, the result is the acreage of the unit without allocable major roads.

Lot 1–B has 147 lots, and a density of 4.1 units/acre.

$147/4.1 = 35.9$  acres. Therefore, there were 2.4 acres of major roads included in the unit acreage stated in the land use table ( $38.3$  acres -  $35.9$  acres =  $2.4$  acres).

Subtract all open space. Lot 1–B includes two park areas: one of 1.3 acres and one of 0.5 acres.

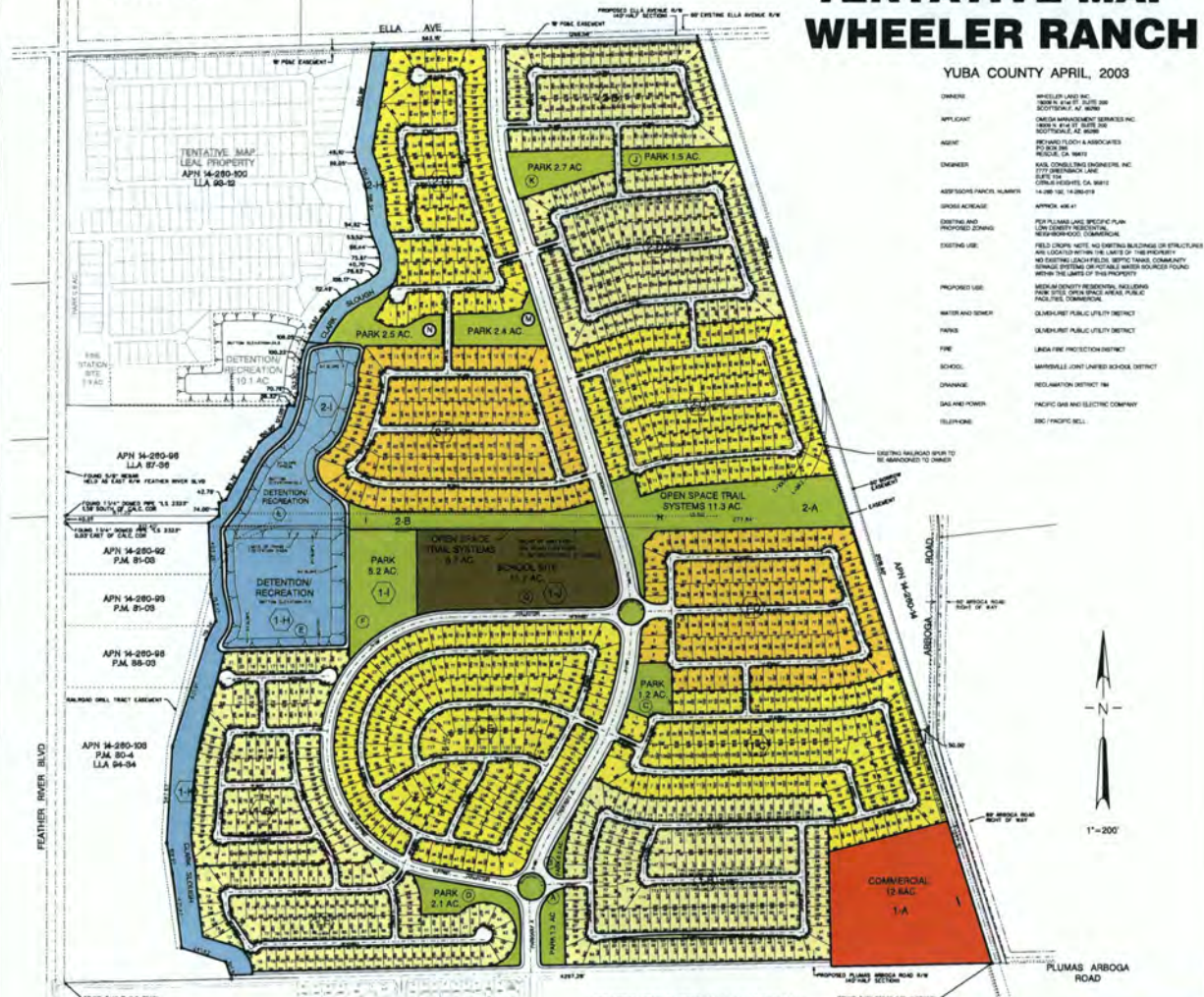
$35.9$  acres - ( $1.3$  acres +  $0.5$  acres) =  $34.1$  acres.

No additional ultimately publicly owned property is remaining in the Lot; therefore, the GDA for Lot 1–B is 34.1 acres.

Furthermore, the GDA per unit is 0.232. This is the “Project” acreage to be used for determining the Per Unit Fee Rate for each Levee Fee charged at Building Permit.

# TENTATIVE MAP WHEELER RANCH

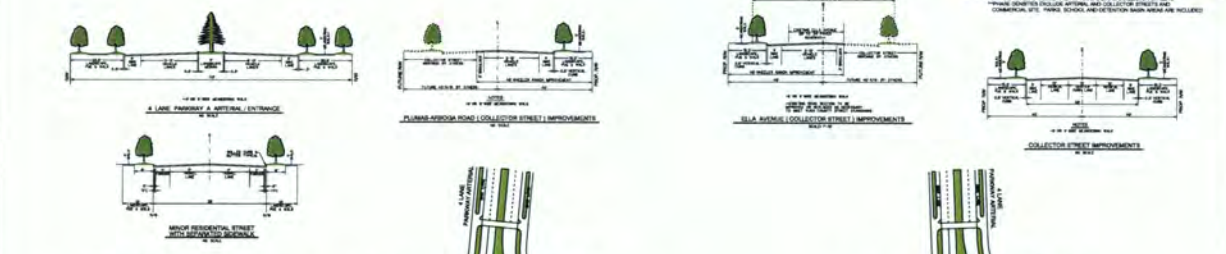
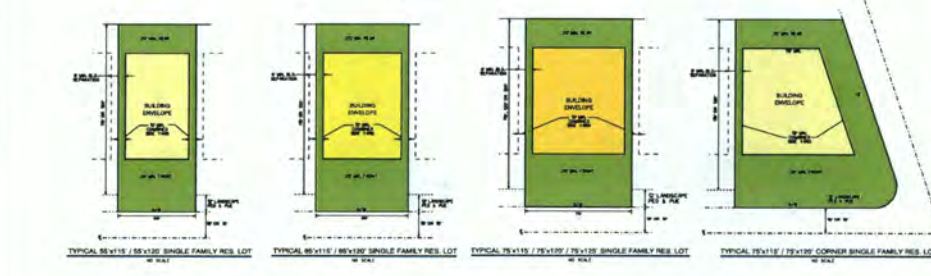
YUBA COUNTY APRIL, 2003



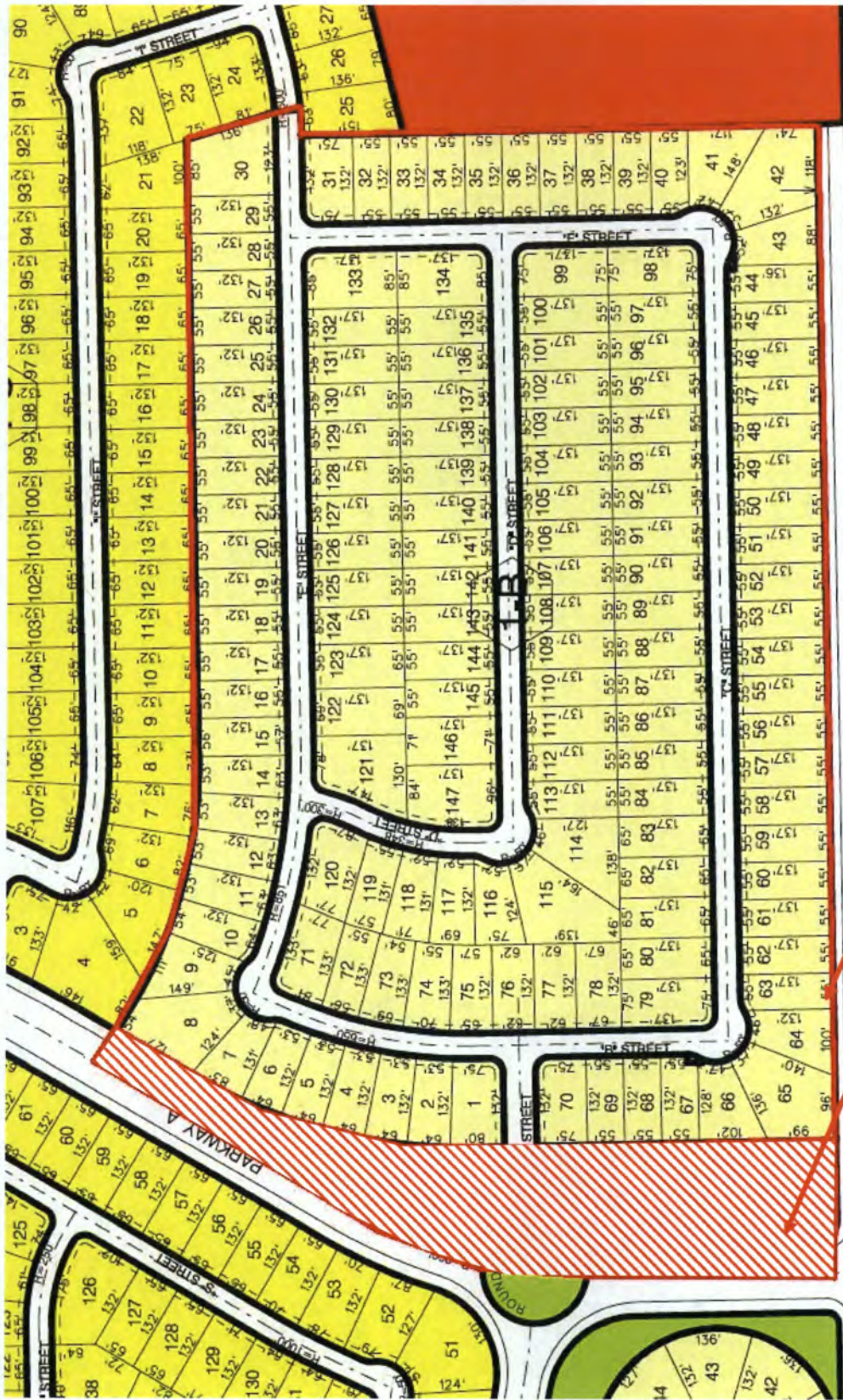
- OWNER: WHEELER LAND INC.
- APPLICANT: WHEELER LAND INC.
- AGENT: WHEELER LAND INC.
- ENGINEER: WHEELER LAND INC.
- APPROVALS: YUBA COUNTY
- PROPOSED USE: RESIDENTIAL
- WATER AND SEWER: YUBA COUNTY
- FIRE: YUBA COUNTY
- SCHOOL: YUBA COUNTY
- POWER: YUBA COUNTY
- TELEPHONE: YUBA COUNTY

- APN 14-280-06 LLA 87-95
- APN 14-280-02 P.M. 81-08
- APN 14-280-03 P.M. 81-09
- APN 14-280-08 P.M. 89-09
- APN 14-280-08 P.M. 89-09
- APN 14-280-08 P.M. 89-09
- APN 14-280-08 P.M. 89-09

| PHASE  | UNIT | AREA (AC) | PROPOSED LAND USE | DENSITY (DU/AC) |
|--------|------|-----------|-------------------|-----------------|
| 1      | A    | 12.6      | RESIDENTIAL       | 4.1             |
| 1      | B    | 36.3      | 147 LOTS          | 4.1             |
| 1      | C    | 39.1      | 157 LOTS          | 3.9             |
| 1      | D    | 30.1      | 82 LOTS           | 3.3             |
| 1      | E    | 46.4      | 156 LOTS          | 3.6             |
| 1      | F    | 33.8      | 84 LOTS           | 3.8             |
| 1      | G    | 21.2      | 84 LOTS           | 4.1             |
| 1      | H    | 11.7      | RESIDENTIAL       | ---             |
| 1      | I    | 5.2       | RESIDENTIAL       | ---             |
| 1      | J    | 11.7      | RESIDENTIAL       | ---             |
| 1      | K    | 7.1       | RESIDENTIAL       | ---             |
| 1      | L    | 207.8     | 675               | 3.83            |
| 2      | A    | 11.3      | RESIDENTIAL       | ---             |
| 2      | B    | 3.7       | RESIDENTIAL       | ---             |
| 2      | C    | 27.8      | 153 LOTS          | 3.9             |
| 2      | D    | 30.8      | 117 LOTS          | 4.0             |
| 2      | E    | 35.3      | 74 LOTS           | 4.1             |
| 2      | F    | 34.1      | 84 LOTS           | 3.7             |
| 2      | G    | 26.9      | 84 LOTS           | 3.1             |
| 2      | H    | 6.4       | RESIDENTIAL       | ---             |
| 2      | I    | 6.1       | RESIDENTIAL       | ---             |
| TOTALS |      | 406.5 AC  | 1142 LOTS         | 2.9             |



**MAP D-2**  
**Wheeler Ranch Unit 1-B—Example Gross Developable Acreage Calculation**



**Gross Acreage—38.3 Acres per Land Use Table**  
**Less Major Roads—(2.4 Acres)**  
**Less Parks and Open Space—(1.8 Acres)**  
**Gross Developable Acres for Fee = 34.1 Acres**



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**CITY MANAGER'S REPORT  
SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**

**ITEM: GRAND JURY REPORT RESPONSE**

**RECOMMENDATION: Accept Grand Jury Report On Cybersecurity and Direct the City Attorney to Submit a Letter to the Presiding Judge of the San Joaquin County Superior Court Responding to the Findings and Recommendations of the Grand Jury Report.**

---

**SUMMARY**

In the attached 2021/2022 San Joaquin County Grand Jury Report, The Grand Jury recommends the Lathrop City Council respond to the following findings and recommendations detailed below.

**BACKGROUND**

**POSSIBLE RESPONSES TO GRAND JURY FINDINGS:**

California Penal Code Section 933.05 requires City Council issue a response in writing to the Presiding Judge of the San Joaquin County Superior Court indicating whether the Council:

- Option 1. Agrees; or
- Option 2. Disagrees wholly or partially with the findings of the Grand Jury.

**POSSIBLE RESPONSES TO GRAND JURY RECOMMENDATIONS:**

California Penal Code Section 933.05 also requires City Council to respond to all recommendations contained in the Grand Jury report with one of the following:

- Option 1. The recommendations have been implemented, with a summary regarding the implemented action.
- Option 2. The recommendations have not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
- Option 3. The recommendations require further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable.

Option 4. The recommendations will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

**GRAND JURY FINDINGS AND RECOMMENDATIONS WITH PROPOSED RESPONSES:**

**Grand Jury Finding F3.1:** "The City of Lathrop does not employ multi-factor authentication universally, leaving City systems more vulnerable to the activities of bad actors."

**Grand Jury Recommendation R3.1:** "By November 1, 2022, the Lathrop City Council, in conjunction with the City's IT department, develop, adopt and implement a procedure for universal multi-factor authentication for access to City data."

**Proposed Council Response:** The City of Lathrop City Council agrees with Grand Jury Finding F3.1 and Recommendation R3.1 and multi-factor authentication security has been implemented and in effect since June of 2022.

**Grand Jury Finding F3.2:** "The City of Lathrop provides an unsecured public Wi-Fi network. Misuse of this unsecured network could expose the City to liability risks."

**Grand Jury Recommendation R3.2:** "By November 1, 2022, the Lathrop City Council, in conjunction with the City's IT department, provide a secure public Wi-Fi network."

**Proposed Council Response:** The City of Lathrop City Council disagrees with Grand Jury Finding F3.2 and Recommend R3.2 because by definition, publicly available Wi-Fi is inherently "unsecured", although this designation is a misnomer because it eludes to an idea that publicly available Wi-Fi can either be secured or unsecured, and that unsecured is less "safe" or more "risky" than secured. Neither are the case. An "unsecured network" only means that such Wi-Fi is publicly available for anyone to use. Wi-Fi networks, either secured or unsecured, cannot merge end-users between those networks. Secured and unsecured networks, and the end-users utilizing either, remain completely isolated from one another; it would be unfeasible for someone with access to only an unsecured Wi-Fi network to also have the ability to gain access to a separate, secured Wi-Fi network.

The commonly perpetuated idea of "risk" associated with the use of an unsecured Wi-Fi network incorrectly shapes such "risk" as something that happens upon an end-user regardless of their use of the unsecured Wi-Fi network, when in reality, risk can develop and potentially increases the more limited an end-user's understanding of how their digital presence on the internet affects their vulnerability and security. End-users should be encouraged to utilize personal checks and balances to verify the Wi-Fi networks they choose to connect to are verifiable and reputable, that their presence on the internet is not made easily

available to be tracked by others, and that they are visiting legitimate websites, in order to further maintain security of their personal data and information.

Publicly available Wi-Fi is a critical asset to cities around the country. Publicly available Wi-Fi provides the public the opportunity to connect to critical and important information equitably and provides a consistent source of access to such information, promoting economic inclusion within the community. The City of Lathrop currently hosts an unsecured public Wi-Fi network entitled "City of Lathrop Guest Cloud 1" and end-users who connect to this network to access the internet must agree to the terms and conditions of its use, and which the public is only able to remain connected to for time increments of thirty (30) minute, between 7am and 7pm, seven (7) days per week.

**Grand Jury Finding F3.3:** "The City of Lathrop does not have an approved Business Continuity Plan, rendering the City relatively unprepared to restore essential services in a disruptive event."

**Grand Jury Recommendation R3.3:** "By January 1, 2023, the Lathrop City Council, in conjunction with the City's IT department, develop, adopt and implement a Business Continuity Plan."

**Proposed Council Response:** The City of Lathrop has an unwritten Business Continuity Plan but not a written one. The City of Lathrop City Council agrees with Grand Jury Finding F3.3 and Recommendation R3.3 and documentation is anticipated to be complete by January of 2023.

**Grand Jury Finding F3.4:** "The City of Lathrop does not have a formal internal policy or procedure to address ransomware attacks. This absence of policy could cause confusion, delay and greater loss of security in the event of such an attack."

**Grand Jury Recommendation R3.4:** "By November 1, 2022, the Lathrop City Council, in conjunction with the City's IT department, develop, adopt and implement a formal internal policy and procedure for a ransomware attack."

**Proposed Council Response:** The City of Lathrop has an unwritten, internal procedure to address ransomware attacks and, in addition to such, has hired a consultant whom will assist the City in development and implementation of a formal written policy for procedures to address ransomware attacks. The City of Lathrop City Council agrees with Grand Jury Finding F3.4 and Recommendation R3.4 and anticipates documentation will be complete by January of 2023.

**Grand Jury Finding F3.5:** "The City of Lathrop does not have an insurance policy covering financial losses from a cyberattack, possibly exposing City financial resources."

**Grand Jury Recommendation R3.5:** "By January 1, 2023, the Lathrop City Council, in conjunction with the City's IT department, obtain an insurance policy to mitigate fiscal impact resulting from cyberattack or other critical information system loss."

**Proposed Council Response:** The City of Lathrop City Council partially agrees with Grand Jury Finding 3.5 and Recommendation 3.5 and would like to further clarify that staff confirmed that the City of Lathrop does in fact have Cybersecurity insurance coverage, and is currently in discussions with Risk Management to enhance said coverage.

**RECOMMENDATION:**

Staff recommends City Council accept the Grand Jury Report and direct the City Attorney to submit responses to the Presiding Judge of the San Joaquin County Superior Court to the findings and the recommendations outlined in the Grand Jury Report.

**FISCAL IMPACT:**

None, except for staff time to prepare this report.

**ATTACHMENTS:**

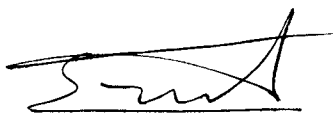
- A. Grand Jury Final Report, Case No. 0321
- B. Draft Letter to San Joaquin County Superior Court Presiding Judge in response to Grand Jury Final Report Case #0321

**CITY MANAGER'S REPORT  
SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING  
GRAND JURY REPORT RESPONSE**

**APPROVALS:**

  
\_\_\_\_\_  
Tony Fernandes  
Chief Information Officer

8-31-2022  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8-31-2022  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.6.22  
Date

**2021–2022 San Joaquin County Grand Jury**



**San Joaquin County and Its Seven Cities:  
Cybersecurity: Local Defense Against a Global Threat  
Case #0321**

**Summary**

We hear reports on a daily basis of cyberattacks occurring around the world. These attacks are becoming increasingly sophisticated, disruptive and expensive. Attacks on government agencies can disrupt essential services, crippling communities. Agencies small and large are equally vulnerable. There is an ever-growing demand for stolen data in an underground market. Compromise of information has proven to be a serious threat on the cyber battleground, both domestically and internationally. Bad actors hack intelligence, media and essential service systems. Other disasters such as floods, fires, storms or prolonged power outages can interrupt essential services if providers' information systems are not adequately secure. According to one expert witness interviewed by the 2021-2022 Grand Jury, "World War III will be fought in cyberspace, not on the battlefield."

Grand Jury members are not technical experts but sought to understand the cybersecurity landscape and local governments' management of their cybersecurity risks and vulnerabilities. In this investigation of information security of San Joaquin County and its seven cities, the 2021-2022 Grand Jury made a "point in time" assessment of each entity's Information Systems Department (ISD), focusing primarily on cybersecurity. The Grand Jury considered nine elements of any ISD and, through research of relevant literature and input from industry experts, established an expected standard for each of those elements. The Grand Jury then evaluated each of the agencies with respect to those expectations.

The Grand Jury concluded that San Joaquin County (SJC) has mature and robust security policies and systems. The County's security architecture provided a model in evaluating each city's systems. The Grand Jury determined that Escalon, Lodi and Stockton met a lay person's expectations for cybersecurity but were lacking either a formal Business Continuity Plan (BCP) or Disaster

Preparedness Plan (DPP). Lathrop, Manteca and Tracy were found to have adequate security systems in place but lack documented plans for both Business Continuity and Disaster Preparedness. Ripon was found to-need improvement in meeting several of the Grand Jury's expectations, with lack of personnel being their greatest challenge.

The Grand Jury recommends that the County and affected cities:

- develop, adopt and implement a Business Continuity Plan;
- develop, adopt and implement an IT Disaster Preparedness Plan;
- remedy specific cybersecurity risks found in this investigation; and
- the City of Ripon undergo a data system security review by an expert third party to assess the City's IT systems and protocols.

The Grand Jury recognizes that cybersecurity is a dynamic process, a continually moving target which needs constant monitoring and updating.

## Glossary

- **Access:** The ability and means to communicate with or otherwise interact with a system; to use system resources to manage information; to gain knowledge of the information the system contains; to control system components and functions.
- **Actor, bad actor, threat actor or attacker:** An individual, group, organization or government that attempts or executes an attack.
- **Attack:** An intentional attempt to gain unauthorized access to system services, resources or information; an attempt to compromise system integrity.
- **Authentication:** The process of verifying the identity or other attributes of an entity (user, process or device).
- **Authorization:** A process of determining, by evaluating applicable access control information, whether a subject is allowed to have the specified types of access to a particular resource.
- **BCP:** Business Continuity Plan. A document that sets forth procedures for the continued performance of core capabilities, critical operations and user services during any disruption or potential disruption.
- **CCISDA:** California County Information Services Directors Association. This is the official organization of the county IT directors and chief information officers throughout the state of California. CCISDA represents all 58 California counties in the area of information technology in county government.
- **CIO:** Chief Information Officer.
- **Computer Aided Dispatch Systems:** Used by dispatchers, call-takers, and 911 operators to prioritize and record incident calls, identify the status and locations of responders in the field and effectively dispatch responders.
- **Confidentiality:** A property of information that is not disclosed to users, processes or devices unless they have been authorized to access the information.
- **Cyber event or incident:** An occurrence that actually or potentially results in adverse consequences to an information system or the information that the system processes, stores or transmits and that may require a response action to mitigate the consequences. An occurrence that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies.



- **Cybersecurity:** The activity, process, ability, capability or state whereby information and communications systems and the information contained therein are protected from and/or defended against damage, unauthorized use, modification or exploitation.
- **DPP:** Disaster Preparedness Plan. A document that sets forth policies and procedures for restoration of information systems after a critical incident or event from any source. The plan addresses interim restoration of information operations in the short and medium term and full restoration of all capabilities in the longer term.
- **Data integrity:** The property that data is complete, intact and trusted and has not been modified or destroyed in an unauthorized or accidental manner.
- **Data security policy:** A rule or set of rules that governs the acceptable use of an organization's information and services to a level of acceptable risk and the means for protecting the organization's information assets.
- **Encryption:** The process of converting data into a form that cannot be easily understood by unauthorized people or agents.
- **Firewall:** A capability to limit network traffic between networks and/or information systems. A hardware/software device, or a software program, that limits network traffic according to a set of rules of what access is and is not allowed or authorized.
- **Hacker:** An unauthorized user who attempts to or gains access to an information system.
- **ISD:** Information Systems Department.
- **IT:** Information Technology.
- **KnowB4:** A proprietary security awareness training platform. KnowB4 is used by agencies for simulated phishing activities and other email compromise tests, as well as for other IT security training needs.
- **Malware:** Software that compromises the operation of a system by performing an unauthorized function or process.
- **Mobile device management tool:** A security software tool designed to help organizations secure, manage and monitor mobile devices such as smartphones and tablets.
- **Multi-factor authentication:** An electronic authentication mechanism in which a user is granted access to an application only after presenting two or more pieces of evidence (factors or keys only the authentic user knows or possesses).
- **Multi-layer security access:** Multi-layer security refers to a system that uses numerous components to shield the IT infrastructure. It is a defense mechanism that mitigates, delays or prevents threats.
- **Network or cyber infrastructure:** The information and communication systems and services composed of all hardware and software that process, store and communicate information; any combination of all these elements.
- **Next-generation systems:** Security systems consisting of both firewall and intrusion prevention systems built in, rather than as add-ons, along with the features of basic firewalls.
- **Phishing:** A digital form of social engineering to deceive individuals into providing sensitive information.
- **Phishing test:** A security training exercise designed to test users' vulnerability and reinforce vigilance.
- **Presidential Executive Order 14028:** "Improving the Nation's Cybersecurity" (issued May 12, 2021) requires agencies to enhance their cybersecurity system integrity.

- **Ransomware:** A type of malicious software designed to block access to a computer system until a sum of money is paid.
  - **Ransomware attack response plan:** A set of predetermined and documented procedures to detect and respond to a cyber incident involving demand for ransom for recovery and restoration of data or systems.
  - **Records Management System:** The management of records for an organization throughout the records' life cycle.
  - **Redundancy:** Additional or alternative systems, sub-systems, assets or processes that maintain a degree of overall functionality in case of loss or failure of another system, sub-system, asset or process. Typically applied to power supplies and data backup systems.
  - **Vulnerability:** A characteristic or specific weakness that renders an organization or asset (such as information or an information system) open to exploitation by a given threat or susceptible to a given hazard.
- Wi-Fi network:** A family of wireless network protocols used for local area networking of devices and internet access, allowing nearby digital devices to exchange data by radio waves.

## **Background**

The 2008-2009 San Joaquin County Grand Jury reported on information technology security, finding that several County departments and two of the seven cities in the county met expectations for Information Technology (IT) security, while some County departments and five cities did not. Recommendations were made and generally accepted in agency responses. In terms of technology, 2008-2009 was at least a generation ago. Government agencies use and store vast amounts of sensitive data on their residents and their employees, including personal identification data, financial data, health data and legal data. Additionally, these agencies provide services essential to our day-to-day lives, including public safety (police and fire), public works, health services, water services and community development. The Grand Jury recognizes that we are lay people, hardly experts, in the field of IT. It was the intent of the 2021-2022 Grand Jury to examine how the county and city governments within San Joaquin County are exercising due diligence to protect information, defend against future cyberattacks, maintain current disaster plans and provide on-going training to employees in these matters.

## **Reason for Investigation**

As stated in Presidential Executive Order 14028, "...the prevention, detection, assessment and remediation of cyber incidents is a top priority and essential to national economic security."

San Joaquin County has experienced ransomware and cybersecurity attacks firsthand. School districts, municipalities and county agencies have been victimized in recent years. Given the rise in complexity of IT, the current sophistication of cybercrime, and the essential nature of government services provided, the 2021-2022 Grand Jury undertook an investigation into the current state of security and disaster preparedness of the IT systems of San Joaquin County and the seven incorporated cities within the county.

## Method of Investigation

The 2021-2022 Grand Jury surveyed six San Joaquin County IT department heads and the City Manager or City Administrator of each of the seven cities in the county; each responded to the survey. Subsequently, an agency IT department head or staff member, an IT consultant or a city administrator was interviewed to clarify responses and to provide additional material when applicable. The Grand Jury also interviewed independent cybersecurity experts. The expert witnesses have collectively more than 50 years' experience at diverse levels of government ranging from county to state to national information systems and cybersecurity. IT executives from one school district were also interviewed. For this investigation, the Grand Jury interviewed 16 individuals and attended cybersecurity presentations.

The Grand Jury also reviewed numerous websites and newspaper and magazine articles relevant to this investigation. Additionally, the Grand Jury reviewed documents provided, including network diagrams, ransomware insurance policies and other items.

## Materials Reviewed

- 2021-2022 San Joaquin County Grand Jury surveys
- Biden, Joseph. *Executive Order on Improving the Nation's Cybersecurity*. 12 May 2021. Executive Order#14028
- *California Joint Cyber Incident Response Guide*. California Office of Emergency Services Cyber Security Integration Center, 2 Aug. 2021
- *Cyber Attack Preparedness in Contra Costa County*. Contra Costa County Civil Grand Jury, 2021. Report 2104
- *Digital Services and Innovation Strategy*. San Joaquin County, 19 Nov. 2020
- *How to Develop a Ransomware Remediation Plan*. Rubrik, 2021
- *Information Technology Security*. 2018-2019 Santa Barbara County Grand Jury, 2019
- *Information Technology Security: Cities and San Joaquin County*. 2008/2009 San Joaquin County Grand Jury, 2009. Report No.03-08
- *Ransomware Defense for Dummies--2nd Edition*. 2nd ed., Cisco Umbrella, 2021

## Websites Visited

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- Federal Trade Commission, and Alvaro Puig. "Cybersecurity Advice to Protect Your Connected Devices and Accounts." *Sjgov.org*, 24 Mar. 2022, [www.sjgov.org/departments/da/consumer-alerts/consumer-alerts/2022/03/24/cybersecurity-advice-to-protect-your-connected-devices-and-accounts](http://www.sjgov.org/departments/da/consumer-alerts/consumer-alerts/2022/03/24/cybersecurity-advice-to-protect-your-connected-devices-and-accounts). Accessed 6 May 2022.
- Kuykendall, By Kristal. "Cybersecurity Experts Call for More Transparency and Immediate Resources for Schools -." *The Journal*, 17 Mar. 2022, [thejournal.com/Articles/2022/03/17/Cybersecurity-Experts-Call-For-More-Transparency-and-Immediate-Resources-for-Schools.aspx?Page=1](http://thejournal.com/Articles/2022/03/17/Cybersecurity-Experts-Call-For-More-Transparency-and-Immediate-Resources-for-Schools.aspx?Page=1). Accessed 6 May 2022.

- Marcum Accounts Advisors. "What Is a SOC 2?" *The SSAE 18 Reporting Standard - SOC 1 - SOC 2 - SOC 3 (Formerly SSAE 16)*, 8 Jan. 2022, [www.ssae-16.com/faq/what-is-a-soc-2/](http://www.ssae-16.com/faq/what-is-a-soc-2/). Accessed 30 Apr. 2022.
- National Institute for Cybersecurity Careers and Studies. "Cybersecurity Glossary | National Initiative for Cybersecurity Careers and Studies." *Niccs.cisa.gov*, [niccs.cisa.gov/about-niccs/cybersecurity-glossary](http://niccs.cisa.gov/about-niccs/cybersecurity-glossary). Accessed 6 May 2022.
- Unisys. "Cyber Attacks--What You Need to Know." *Unisys*, 2022, [www.unisys.com](http://www.unisys.com). Accessed 6 May 2022.

## Discussions, Findings and Recommendations

### General Discussion

The Grand Jury recognizes cybersecurity is an extremely complicated topic. Specialized knowledge, experience and expertise are required for a deep understanding of what is necessary for adequate policies, systems and architecture. Lacking such specialized knowledge, the Grand Jury researched numerous sources, including recognized experts in this field to determine the following elements of any ISD and to define the following expectations for adequate cybersecurity in today's environment.

### Expectations

- **Organization:** Each organization should have a detailed Organization Chart demonstrating the structure of its independent IT department. Cities lacking an independent IT department should have a chart showing where IT resides in their overall structure.
- **Network Diagram:** Each organization should have a detailed network diagram indicating the relationships between all IT architectural elements. Best-practice guidelines suggest that this diagram be confidential.
- **Data Confidentiality:** Each organization should have an organization-wide policy determining data confidentiality and access control. Policy for data access should be clearly defined and desk-specific or station-specific.
- **Data Security:** Each organization should have next-generation systems and controls to ensure both physical and cyber security for all IT assets. Next-generation firewalls and endpoint management systems provide protection against ever-evolving means of cyberattack. Data should be protected with daily or continuous backup and archival systems. Backups should be protected against corruption, external encryption and/or destruction. Agencies should require multi-factor authentication for access to network systems.
- **Business Continuity Plan (BCP):** Each organization should have a detailed, current, comprehensive plan for restoring services in the event of disruption from any source.
- **Disaster Preparedness Plan (DPP):** Each organization should have a formal, detailed plan to prepare for various possible IT disruptions. This plan should be tested frequently and updated regularly.
- **Ransomware Policy:** Each organization should have an internal (confidential) documented policy for agency response to a ransomware attack.

- **Cyber Event Insurance:** Each organization should have insurance coverage to help offset economic losses from cyber events.
- **Ongoing Employee Training:** Each organization should provide rigorous, frequent training and ongoing testing of all employees as an integral part of its cybersecurity profile.

**Survey Results:**

The table below indicates whether an agency met (**M**), did not meet (**NM**) or was in the process of meeting (**IP**) the nine defined expectations.

|                 | Org Chart | Network Diagram | Data Confidentiality | Data Security | BCP       | DPP       | Ransomware Policy | Cyber Insurance | Training |
|-----------------|-----------|-----------------|----------------------|---------------|-----------|-----------|-------------------|-----------------|----------|
| <b>SJC</b>      | <b>M</b>  | <b>M</b>        | <b>M</b>             | <b>M</b>      | <b>M</b>  | <b>M</b>  | <b>NM</b>         | <b>M</b>        | <b>M</b> |
| <b>Escalon</b>  | <b>M</b>  | <b>M</b>        | <b>M</b>             | <b>M</b>      | <b>NM</b> | <b>M</b>  | <b>M</b>          | <b>M</b>        | <b>M</b> |
| <b>Lathrop</b>  | <b>M</b>  | <b>M</b>        | <b>M</b>             | <b>M</b>      | <b>NM</b> | <b>M</b>  | <b>NM</b>         | <b>NM</b>       | <b>M</b> |
| <b>Lodi</b>     | <b>M</b>  | <b>M</b>        | <b>M</b>             | <b>M</b>      | <b>IP</b> | <b>M</b>  | <b>M</b>          | <b>M</b>        | <b>M</b> |
| <b>Manteca</b>  | <b>M</b>  | <b>M</b>        | <b>M</b>             | <b>M</b>      | <b>M</b>  | <b>M</b>  | <b>IP</b>         | <b>IP</b>       | <b>M</b> |
| <b>Ripon</b>    | <b>M</b>  | <b>M</b>        | <b>M</b>             | <b>M</b>      | <b>NM</b> | <b>NM</b> | <b>NM</b>         | <b>M</b>        | <b>M</b> |
| <b>Stockton</b> | <b>M</b>  | <b>M</b>        | <b>M</b>             | <b>M</b>      | <b>M</b>  | <b>M</b>  | <b>NM</b>         | <b>M</b>        | <b>M</b> |
| <b>Tracy</b>    | <b>M</b>  | <b>M</b>        | <b>M</b>             | <b>M</b>      | <b>IP</b> | <b>IP</b> | <b>NM</b>         | <b>M</b>        | <b>M</b> |

**1.0 San Joaquin County–Discussion**

In November 2020, San Joaquin County released a three-year (2020-2023) strategic plan for ensuring continuing security, efficacy, cost-effectiveness and best-service outcomes to all end-users of County services and systems. The plan document “San Joaquin County Digital Services and Innovation Strategy” established goals for County digital service systems. These goals—**Modernizing and Leveraging Our Technology Environment**—address objectives for a security posture:

1. Acquire and implement cybersecurity technology to enable SJC to develop industry-leading capabilities to help mitigate and address cybersecurity risk.
2. Develop and mature security governance and processes to meet or exceed industry standards, enhance security enforcement partnerships, and strengthen County practices.
3. Develop a robust security training program for the County workforce, including enhanced training and development for the security workforce.

Excerpt from “San Joaquin County Digital Services and Innovation Strategy,” November 19, 2020 (page 6)

San Joaquin County has met these objectives and continues to update and enhance these processes as the cybersecurity landscape continues to evolve.

San Joaquin County ISD oversees all County departments, making it one of the largest county ISDs in California. San Joaquin County ISD is an active participant in the California County Information Systems Department Association (CCISDA). This association provides opportunities for counties to share information and experiences and offers guidance, such as standards for best-practice policies. Several large and specialized departments within the County have their own IT departments and department chiefs who report to the County's Chief Information Officer. Additionally, SJC has a dedicated Information Security Officer. All these IT executives form a cybersecurity governance committee which meets monthly, with subgroups meeting more frequently as needed. County ISD and Human Resource Departments conduct frequent and on-going employee training and testing using proprietary software. In addition to these County departments, several Independent Special Districts in SJC use County IT services through various memoranda of understanding. The only element of the defined expectations not met by SJC is having an internal documented policy for response to a ransomware attack. San Joaquin County is a model agency in the realm of information technology and maintenance of cybersecurity.

## **Findings**

**F1.1** San Joaquin County does not have a formal internal policy concerning payments or procedures in ransomware attacks. This absence of policy could cause confusion, delay and greater loss of security in the event of such an attack.

**F1.2** San Joaquin County has an exemplary profile regarding cybersecurity and should serve as a model for other government agencies within San Joaquin County.

## **Recommendations**

**R1.1** By November 1, 2022, the San Joaquin County Board of Supervisors, in conjunction with San Joaquin County ISD, develop, adopt and implement a formal internal policy and procedure for response to a ransomware attack.

## **2.0 City of Escalon–Discussion**

The City of Escalon does not have an independent IT department but has a contract agreement with Mid Valley IT to provide all IT services. In the City organization, IT functions report to the Finance and HR Directors. Each employee is given a level of access according to assigned responsibilities within their department. All employees receive information security training specific to their responsibilities as well as general security awareness training. The IT consultant employs an aggressive multi-layered approach to mitigate security threats through software and hardware protection measures. Critical or confidential data is stored in multiple cloud-based locations and systems employing numerous safeguards, including use of multi-factor authentication for access.

IT functions are protected with a standby generator and redundant backups in case of a system failure. The generator is tested periodically for functionality.

The City of Escalon met all but one of the expectations for adequate cybersecurity. Escalon is by far the smallest city in San Joaquin County, but by using a contracted IT service provider, Escalon is meeting its cybersecurity needs. The City of Escalon does not have a documented Business Continuity Plan.

## **Findings**

**F2.1** The City of Escalon does not have a documented Business Continuity Plan, leaving the City relatively unprepared to restore essential services in a disruptive event.

## **Recommendations**

**R2.1** By January 1, 2023, the Escalon City Council, in conjunction with Mid Valley IT, develop, adopt and implement a Business Continuity Plan.

## **3.0 City of Lathrop–Discussion**

The City of Lathrop met six of the expectations for the nine elements considered in this investigation. Lathrop’s IT organization includes a Director of Information Technology at the cabinet leadership level, a policy strongly recommended by an IT expert for maximum IT security. Including the Director of IT in frequent, regular meetings with other department heads allows effective communication of IT security needs to all City departments.

Expectations for data confidentiality and data security were met. However, use of multi-factor authentication for system access was not universal at the time of this investigation, leaving Lathrop at higher risk of attack. Lathrop provides an unsecured public Wi-Fi network, separate from the City’s secure business network and accessible to any user. Hackers or other bad actors could take advantage of the unsecured network, possibly resulting in compromise of log-in credentials from that network and possibly exposing the City to costly liability suits. Lathrop was in the process of developing and approving a BCP and DPP plan at the time of this investigation. Similarly, the City was updating an internal policy for response to a ransomware attack. At the time of this investigation, Lathrop lacked insurance against losses incurred in a cybersecurity incident.

## **Findings**

**F3.1** The City of Lathrop does not employ multi-factor authentication universally, leaving City systems more vulnerable to the activities of bad actors.

**F3.2** The City of Lathrop provides an unsecured public Wi-Fi network. Misuse of this unsecured network could expose the City to liability risks.

**F3.3** The City of Lathrop does not have an approved Business Continuity Plan, rendering the City relatively unprepared to restore essential services in a disruptive event.

**F3.4** The City of Lathrop does not have a formal internal policy or procedure to address ransomware attacks. This absence of policy could cause confusion, delay and greater loss of security in the event of such an attack.

**F3.5** The City of Lathrop does not have an insurance policy covering financial losses from a cyberattack, possibly exposing City financial resources.

### **Recommendations**

**R3.1** By November 1, 2022, the Lathrop City Council, in conjunction with the City's IT department, develop, adopt and implement a procedure for universal multi-factor authentication for access to City data.

**R3.2** By November 1, 2022, the Lathrop City Council, in conjunction with the City's IT department, provide a secure public Wi-Fi network.

**R3.3** By January 1, 2023, the Lathrop City Council, in conjunction with the City's IT department, develop, adopt and implement a Business Continuity Plan.

**R3.4** By November 1, 2022, the Lathrop City Council, in conjunction with the City's IT department, develop, adopt and implement a formal internal policy and procedure for a ransomware attack.

**R3.5** By January 1, 2023, the Lathrop City Council, in conjunction with the City's IT department, obtain an insurance policy to mitigate fiscal impact resulting from cyberattack or other critical information system loss.

### **4.0 City of Lodi–Discussion**

The City of Lodi has a large IT division, responsible for all IT functions of the City. The division is responsible for the integrity of the City's cyber infrastructure, maintenance and support of all hardware and software, and assuring secure access to all network resources. Lodi fell victim to a ransom attack in April 2019. That unfortunate event caused the City to change its management of cybersecurity, significantly elevating the importance of vigilance by all City staff. Lodi has implemented a robust cyber awareness training program for all City employees, incorporating education in tactics used by bad actors both inside and outside the City's network. Monthly training is followed by testing in topics covered. Citywide campaigns occur quarterly to test employee response to phishing and other email-based attacks. The IT division head reports directly to the Deputy City Manager and meets regularly with all City department heads. The City of Lodi met all expectations for cybersecurity except for having a completed, up-to-date Business Continuity Plan. The City has contracted a business consulting firm to create a BCP, projected to be completed and implemented by the end of June 2022.



## **Findings**

**F4.1** The City of Lodi does not have an approved Business Continuity Plan, rendering the City relatively unprepared to restore essential services in a disruptive event.

**F4.2** The City of Lodi has implemented an excellent cyber awareness training program for all employees minimizing risk to damage from cyberattack.

## **Recommendations**

**R4.1** By January 1, 2023, the Lodi City Council, in conjunction with the City's IT division, develop, adopt and implement a Business Continuity Plan.

## **5.0 City of Manteca–Discussion**

The City of Manteca met seven of the nine expectations considered in this investigation. Manteca's Information Technology department is independent in the City's organization. The department director reports directly to the City Manager and meets weekly with other City department heads. User level of access is determined by position, background and other departmental factors. Employees are trained on a regular basis. The training is mandatory for all employees. Hard drives are encrypted, and a Mobile Device Management tool is used for tablets, laptops and phones.

Manteca's ISD is currently updating its Information Technology Security Policy. This comprehensive policy has not been updated since 2010. Manteca's Department of Information Technology and Innovation is collaborating with City administration and the City Attorney to update all policies relating to information technology security. Similarly, the City is in the process of bringing both hardware and software systems up to next-generation standards with new firewall, malware, user access, backup systems and applications in place. Employee training is executed through KnowB4, an industry-standard cybersecurity training program which includes phishing and other email compromise testing.

Regarding firewalls and switches, roughly 60% still operate off single rather than dual or redundant power supplies. Over the next five years, the City is phasing out older devices as they reach end-of-life.

## **Findings**

**F5.1** The City of Manteca has an Information Technology Security Policy which has not been updated since 2010, leaving the City relatively unprepared for a cyber event.

**F5.2** The City of Manteca lacks a policy and procedure for ransomware attacks. This absence of policy could cause confusion, delay, and greater loss of security in the event of such an attack.

**F5.3** The City of Manteca has a significant number of security devices with single power supplies. This lack of redundant power presents vulnerability in major or prolonged power outages.

## **Recommendations**

**R5.1** By January 1, 2023, the Manteca City Council, in conjunction with the City's ISD, develop, approve and implement an updated Information Technology Security Policy.

**R5.2** By January 1, 2023, the Manteca City Council, in conjunction with the City's ISD, develop, approve and implement a confidential policy and procedure for response to a ransomware attack.

**R5.3** By March 1, 2023, the Manteca City Council, in conjunction with the City's ISD, develop, approve and adopt an updated timeline to replace single-powered units with dual-powered or redundant-powered units in their network architecture.

## **6.0 City of Ripon–Discussion**

The City of Ripon has experienced turnover and vacancies in the IT Department in the past year. The Director of IT resigned in early 2021. Subsequently, another IT Director was hired but resigned within three months. The City has contracted with a former IT employee as a temporary IT Director and is currently updating the job description for a permanent director of the IT functions.

The City's organization chart does not include an IT department or department head. The only IT position shown is within the Police Department.

Data confidentiality is maintained through a three-tiered access structure. Management supervisors for each City department determine who has access to appropriate information. Sensitive data is held within a Computer Aided Dispatch Program or a Records Management System within the IT division of the Ripon Police Department. The sensitivity of data with all other City departments is determined by supervisors.

## **Findings**

**F6.1** It is unclear in the City of Ripon's Organization Chart where responsibilities for IT and IT security lie, creating confusion over who is responsible to act in a disruptive event.

**F6.2** The City of Ripon has a rudimentary network diagram outlining the City's router and firewall relationship with networks used, but the diagram lacks detail, leaving uncertainty about data security.

**F6.3** Although the City of Ripon met expectations in the areas of data confidentiality and security, lack of IT staff and leadership leaves these areas vulnerable to cyberattack.

**F6.4** The City of Ripon lacks a Business Continuity Plan, rendering the City relatively unprepared to restore essential services in a disruptive event.

**F6.5** The City of Ripon does not have a Disaster Preparedness Plan, leaving the City at risk for significant delay and cost to restore IT systems in the event of a disaster.

**F6.6** The City of Ripon does not have a formal policy or procedure to address ransomware attacks. This absence of policy could cause confusion, delay and greater loss of security in the event of an attack.

## **Recommendations**

**R6.1** By January 1, 2023, the Ripon City Council develop and make public an updated City Organization chart showing details of the City's IT functions, including all IT positions.

**R6.2** By January 1, 2023, the Ripon City Council develop and adopt a detailed Network Diagram to decrease security vulnerabilities.

**R6.3** By January 1, 2023, the Ripon City Council obtain a third-party security review of the City's IT department assets, positions, and policies and an evaluation of data confidentiality, security systems and protocols.

**R6.4** By January 1, 2023, the Ripon City Council develop, adopt and implement a formal Business Continuity Plan.

**R6.5** By January 1, 2023, the Ripon City Council develop, adopt and implement a formal Disaster Preparedness Plan for IT functions.

**R6.6** By January 1, 2023, the Ripon City Council develop, adopt and implement a formal internal policy and procedure for response to a ransomware attack.

## **7.0 City of Stockton–Discussion**

The City of Stockton has a large IT department that oversees IT functions for all the City's other departments. Data confidentiality and user access are determined departmentally, following uniform standards. Information is protected by many safeguards aiming not only to minimize risk of penetration but also to detect any breach that might occur. Stockton has both a BCP and a DPP. Stockton is one of very few cities having license to use a cybersecurity tool integrating the City with the State of California's Office of Emergency Services. Stockton's IT Director meets weekly with other department heads, updating them on all matters related to cybersecurity.

Stockton met each of the cybersecurity expectations except for the presence of a documented internal policy and procedure for response to a ransomware attack. However, the City does have a Cybersecurity Response Book detailing response procedures for other cyber events. Employee security awareness training is required every six months.

## **Findings**

**F7.1** The City of Stockton does not have a formal internal policy concerning payments or procedures in ransomware attacks. This absence of policy could cause confusion, delay and greater loss of security in the event of an attack.

**F7.2** The City of Stockton has a large IT Department which places cybersecurity and disaster preparedness at a high priority, minimizing risk to the City's information and service systems.

## **Recommendations**

**R7.1** By November 1, 2022, the Stockton City Council, in conjunction with the City's IT department, develop, adopt and implement a formal internal policy and procedure for response to a ransomware attack.

## **8.0 City of Tracy–Discussion**

The City of Tracy met all expectations for cybersecurity or was in the process of meeting them when surveyed. The City has an Information Technology Division, which is part of the Finance Department. This division supports all departments and functions of the City except water treatment. Data confidentiality and security are guaranteed with industry-leading, next-generation firewalls and network access controls. Data storage, backup and cybersecurity are monitored continually. The IT Manager meets every two weeks with all other City department heads to address IT issues, including cybersecurity.

Tracy does not require encryption of thumb drives used on City devices, a requirement that is considered a "best practice" by an expert witness.

Tracy does not have either a formal Business Continuity Plan or Disaster Preparedness Plan in place but is in the process of developing both. The BCP was scheduled to be complete in April 2022. Completion date for the DPP was not specified by the City.

## **Findings**

**F8.1** Lacking a requirement for encryption of thumb drives used on City devices exposes the City of Tracy to potential data theft and contamination.

**F8.2** The City of Tracy lacks a completed Business Continuity Plan, rendering Tracy relatively unprepared to restore essential services in a disruptive event.

**F8.3** The City of Tracy lacks a completed Disaster Preparedness Plan, leaving Tracy at risk for delay and cost to restore IT systems in the event of a disaster.

## **Recommendations**

**R8.1** By November 1, 2022, the Tracy City Council, in conjunction with the IT division, develop, adopt and implement a policy requiring encryption of thumb drives used on City devices.

**R8.2** By January 1, 2023, the Tracy City Council, in conjunction with the IT division, develop, adopt and implement a formal Business Continuity Plan.

**R8.3** By January 1, 2023, the Tracy City Council provide the Grand Jury with an updated formal Disaster Preparedness Plan.

## **Conclusion**

San Joaquin County is well protected regarding cybersecurity. The seven cities in the county vary with respect to Grand Jury expectations, most being well secured but lacking defined plans for Business Continuity and IT Disaster Preparedness. Cybersecurity is an evolving concern and requires ongoing efforts by government entities to remain current and vigilant against risks to their Information Systems.

In this investigation the Grand Jury learned from cybersecurity experts that three key elements lead to maximum agency cybersecurity:

- a dedicated information security position within each organization,
- a “seat at the table” with other agency department heads in regular meetings, and
- a rigorous employee education and training program in cybersecurity matters.

## **Disclaimers**

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon the specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Section 911. 924.1 (a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Sections 924.2 and 929).

## **Response Requirements**

California Penal Code Sections 933 and 933.05 require that specific responses to all findings and recommendations contained in this report be submitted to the Presiding Judge of the San Joaquin County Superior Court within 90 days of receipt of the report.

The San Joaquin County Board of Supervisors and the City Councils of each city addressed shall respond to all findings and recommendations specific to their city.

Mail or hand deliver a hard copy of the response to:

Honorable Michael D. Coughlan, Presiding Judge  
San Joaquin County Superior Court  
180 E Weber Ave, Suite 1306J  
Stockton, California 95202

Also, please email a copy of the response to Ms. Trisa Martinez, Staff Secretary to the Grand Jury, at [grandjury@sjcourts.org](mailto:grandjury@sjcourts.org)



**DRAFT**

390 Towne Centre Drive-Lathrop, CA 95330  
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www.ci.lathrop.ca.us

September 13, 2022

Honorable Michael D. Coughlan, Presiding Judge  
San Joaquin County Superior Court  
180 East Weber Avenue, Suite 1306J  
Stockton, CA 95202

Re: Response to Grand Jury Final Report Case No. 0321 (2021/2022).  
Report received by the City of Lathrop on June 15, 2022

Honorable Michael D. Coughlan,

Pursuant to Penal Code Section 933 and 933.05, this letter is to inform you that on September 12, 2022 at a regularly scheduled City Council Meeting, the City Council of the City of Lathrop reviewed and approved the above referenced Grand Jury Final Report and directed me to write this letter of response on their behalf.

The 2021/2022 Grand Jury Final Report found that:

Grand Jury Finding F3.1: “The City of Lathrop does not employ multi-factor authentication universally, leaving City systems more vulnerable to the activities of bad actors.”

Grand Jury Recommendation R3.1: “By November 1, 2022, the Lathrop City Council, in conjunction with the City’s IT department, develop, adopt and implement a procedure for universal multi-factor authentication for access to City data.”

City Council Response: The City of Lathrop City Council agrees with Grand Jury Finding F3.1 and Recommendation R3.1 and multi-factor authentication security has been implemented and in effect since June of 2022.

Grand Jury Finding F3.2: “The City of Lathrop provides an unsecured public Wi-Fi network. Misuse of this unsecured network could expose the City to liability risks.”

Grand Jury Recommendation R3.2: “By November 1, 2022, the Lathrop City Council, in conjunction with the City’s IT department, provide a secure public Wi-Fi network.”

City Council Response: The City of Lathrop disagrees with Grand Jury Finding F3.2 and Recommendation R3.2 because by definition, publicly available Wi-Fi is inherently “unsecured”, although this designation is a misnomer because it eludes to an idea that publicly available Wi-Fi can either be secured or unsecured, and that unsecured is less “safe” or more “risky” than secured. Neither are the case. An “unsecured network” only means that such Wi-Fi is publicly available for anyone to use. Wi-Fi networks, either secured or unsecured, cannot merge end-users between those networks. Secured and unsecured networks, and the end-users utilizing either, remain completely isolated from one another; it would be unfeasible for someone with access to only an unsecured Wi-Fi network to also have the ability to gain access to a separate, secured Wi-Fi network.

The commonly perpetuated idea of “risk” associated with the use of an unsecured Wi-Fi network incorrectly shapes such “risk” as something that happens upon an end-user regardless of their use of the unsecured Wi-Fi network, when in reality, risk can develop and potentially increases the more limited an end-user’s understanding of how their digital presence on the internet affects their vulnerability and security. End-users should be encouraged to utilize personal checks and balances to verify the Wi-Fi networks they choose to connect to are verifiable and reputable, that their presence on the internet is not made easily available to be tracked by others, and that they are visiting legitimate websites, in order to further maintain security of their personal data and information.

Publicly available Wi-Fi is a critical asset to cities around the country. Publicly available Wi-Fi provides the public the opportunity to connect to critical and important information equitably and provides a consistent source of access to such information, promoting economic inclusion within the community. The City of Lathrop currently hosts an unsecured public Wi-Fi network entitled “City of Lathrop Guest Cloud 1” and end-users who connect to this network to access the internet must agree to the terms and conditions of its use, and which the public is only able to remain connected to for time increments of thirty (30) minute, between 7am and 7pm, seven (7) days per week.

Grand Jury Finding F3.3: “The City of Lathrop does not have an approved Business Continuity Plan, rendering the City relatively unprepared to restore essential services in a disruptive event.”

Grand Jury Recommendation R3.3: “By January 1, 2023, the Lathrop City Council, in conjunction with the City’s IT department, develop, adopt and implement a Business Continuity Plan.”

City Council Response: The City of Lathrop has an unwritten Business Continuity Plan but not a written one. The City of Lathrop City Council agrees

with Grand Jury Finding F3.3 and Recommendation R3.3 and documentation is anticipated to be complete by January of 2023.

Grand Jury Finding F3.4: “The City of Lathrop does not have a formal internal policy or procedure to address ransomware attacks. This absence of policy could cause confusion, delay and greater loss of security in the event of such an attack.”

Grand Jury Recommendation R3.4: “By November 1, 2022, the Lathrop City Council, in conjunction with the City’s IT department, develop, adopt and implement a formal internal policy and procedure for a ransomware attack.”

City Council Response: The City of Lathrop has an unwritten, internal procedure to address ransomware attacks and, in addition to such, has hired a consultant whom will assist the City in development and implementation of a formal written policy for procedures to address ransomware attacks. The City of Lathrop City Council agrees with Grand Jury Finding F3.4 and Recommendation R3.4 and anticipates documentation will be complete by January of 2023.

Grand Jury Finding F3.5: “The City of Lathrop does not have an insurance policy covering financial losses from a cyberattack, possibly exposing City financial resources.”

Grand Jury Recommendation R3.5: “By January 1, 2023, the Lathrop City Council, in conjunction with the City’s IT department, obtain an insurance policy to mitigate fiscal impact resulting from cyberattack or other critical information system loss.”

City Council Response: The City of Lathrop City Council partially agrees with Grand Jury Finding F3.5 and Recommendation R3.5 and would like to further clarify that staff confirmed that the City of Lathrop does in fact have cybersecurity insurance coverage, and is currently in discussions with Risk Management to enhance said coverage.

Respectfully submitted,

Salvador V. Navarrete  
City Attorney

SVN/trb

Cc: Trisa Martinez at [grandjury@sjcourts.org](mailto:grandjury@sjcourts.org)



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## ITEM 5.5

### CITY MANAGER'S REPORT SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING

**ITEM:** CITY COUNCIL DISCUSSION REGARDING  
REGULATION AND PERMIT OPTIONS FOR  
TATTOO/BODY ART ESTABLISHMENTS

**RECOMMENDATION:** City Council to Discuss and Provide Staff Direction as to Whether to Prepare an Ordinance for Review by the Planning Commission and Subsequent Consideration of the City Council, for Regulation and Permit Options for Tattoo/Body Art Establishments.

---

#### **BACKGROUND:**

The Lathrop Municipal Code (LMC) currently doesn't list or have any regulations for Tattoo/Body Art Establishments within the city limits. On August 8, 2022, the City Council directed staff to research permitting requirements in surrounding jurisdictions.

The purpose of this discussion item is to obtain input and direction from City Council related to the potential options for regulation and permit requirements for Tattoo/Body Art Establishments.

#### **SUMMARY:**

"Tattoo/Body Art Establishments" means businesses providing the following services:

(A) Tattooing, which means the marking of the skin of a person by insertion of permanent colors by introducing them through puncture of the skin.

(B) Body piercing, which means any method of puncturing the skin of a person by and aid of needles or other instrument designed or used to puncture the skin for the purpose of inserting jewelry or other objects in or through the human body. Body piercing shall not include (1) ear piercing service where said service are not the primary source of business, and/or (ii) the use of needles for legally authorized medical procedures by a licensed acupuncturist, a certified doctor, and/or a registered nurse.

The table below illustrates the permitting requirements for Tattoo/Body Art Establishments in surrounding jurisdictions.

**CITY MANAGERS REPORT  
SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**

| <b>Jurisdiction</b> | <b>Permit Type Required</b>   | <b>Zoning District</b>   | <b>Additional Requirements</b>  |
|---------------------|---|--|---|
| City of Manteca     | Permitted (listed as Personal Services)                             | CMU, Mixed Use Commercial Zoning District<br>CN, Neighborhood Commercial Zoning District<br>CG, General Commercial Zoning District<br>CM, Commercial Manufacturing                             | No additional requirements.   |
| City of Riverbank   | Permitted   | C-1, Neighborhood Commercial<br>C-2, General Commercial<br>C-M, Commercial-Industrial  | Chapter 125.<br>1,000 ft. from another Tattoo Establishment.<br>500 ft. from Adult Entertainment.<br>500 ft. from alcoholic beverage business.<br>100 ft. from residential.<br>500 ft. from school, park, day care or family care home. |
| City of Stockton    | Permitted (listed as Personal Services - Unrestricted)              | CN, Commercial, Neighborhood<br>CG, Commercial, General<br>CD, Commercial, Downtown<br>CL, Commercial, Large-Scale<br>PT, Port District  | No additional requirements  |
| City of Tracy       | Conditional Use Permit (listed as Personal Services – Use Group 45) | CS, Community Shopping Center Zone<br>NS, Neighborhood Shopping Zone<br>CBD, Central Business District Zone<br>M-1, Light Industrial<br>GHC, General Highway Commercial Zone (Permitted)       | No additional requirements  |
| City of Lodi        | Permitted (listed as Personal Services)                             | CC, Community Commercial<br>GC, General Commercial<br>O, Office  | No additional requirements  |
| City of Los Banos   | Permitted   | C-1, General Commercial  | No additional requirements.   |
| City of Modesto     | Permitted (listed as Personal Services)                             | C-1, Neighborhood Commercial<br>C-2, General Commercial<br>C-3, Highway Commercial<br>C-M, Commercial-Industrial<br>M-1, Light Industrial<br>M-2, Heavy Industrial<br>P-O, Professional Office | No additional requirements.   |

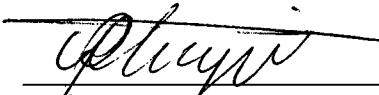
**RECOMMENDATION:**

Staff recommends that the City Council discuss the information contained in the presentation and provide direction.


**FISCAL IMPACT:**

There is no fiscal impact to the City of Lathrop, only staff time to prepare this report.

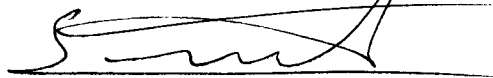
**APPROVALS:**

  
\_\_\_\_\_  
Rick Caguiat  
Assistant Community Development Director

8/31/22  
Date

  
\_\_\_\_\_  
Mark Meissner  
Community Development Director

8/31/2022  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8-31-2022  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.2.22  
Date

## ITEM 6.1

### CITY MANAGER'S REPORT SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING

**ITEM:** MAYOR'S REFERRAL

**RECOMMENDATION:** Appoint Four of Thirteen (4 of 13) Members to the Youth Advisory Commission with Term Expiring May 31, 2023

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#### YOUTH ADVISORY COMMISSION – LMC CHAPTER 2.20

The commission currently has Thirteen (13) available vacancies; Four (4) applications were received. Staff will continue to recruit until all vacancies are filled.

| <b>Former Commissioner(s);</b> | <b>Date of Appointment</b> | <b>Reappointment Date</b> | <b>Term Expiration Date</b>                 |
|--------------------------------|----------------------------|---------------------------|---|
| John Wall Jr.                  | 6/11/18                    | 6/10/19<br>7/12/21        | 5/31/22<br>(not eligible for reappointment) |
| Juan Manuel Serrano            | 6/11/18                    | 6/10/19<br>7/12/21        | 5/31/22<br>(not eligible for reappointment) |
| Justice Castaneda              | 6/10/19                    | 7/12/21                   | 5/31/22<br>(not eligible for reappointment) |
| Amanpreet Atwal                | 7/12/21                    | n/a                       | 5/31/22                                     |
| Sarah Winkleblech              | 7/12/21                    | n/a                       | 5/31/22<br>(not eligible for reappointment) |
| Aidan Flores                   | 7/12/21                    | n/a                       | 5/31/22<br>(not eligible for reappointment) |
| Emily Banh                     | 7/12/21                    | n/a                       | 5/31/22<br>(not eligible for reappointment) |
| Jayden Wall                    | 7/12/21                    | n/a                       | 5/31/22                                     |
| Pranav Vemparala               | 7/12/21                    | n/a                       | 5/31/22                                     |
| Tory Sumbler                   | 9/13/21                    | n/a                       | 5/31/22<br>(not eligible for reappointment) |
| Ashley Kumar                   | 9/13/21                    | n/a                       | 5/31/22                                     |
| Vanditha Vemparala             | 9/13/21                    | n/a                       | 5/31/22<br>(not eligible for reappointment) |
| Harshnoor Riyat                | 9/13/21                    | n/a                       | 5/31/22                                     |

**APPLICANTS FOR CONSIDERATION:**

1. Daniel Manzanares Jr.
2. Pranav Vemparala
3. Angelina Michelucci
4. Amani Watson



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.
Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.
Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Daniel Manzanates Jr

Address: [redacted] City: Lathrop Zip: 95330

Telephone (home) [redacted] Telephone (work) [redacted]

Telephone (cell) [redacted] Telephone (other) \_\_\_\_\_

Email: [redacted] Resident of the City of Lathrop: 10 years

Do you have Transportation to attend the Commission meetings and Functions? Yes [x] No [ ]

Background Information:

Are you related to a current City Employee? no

If yes, give name and relationship \_\_\_\_\_

Employment/Volunteer Information:

new life church 2017-current

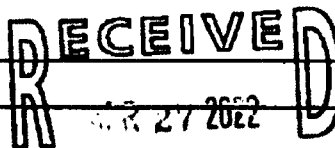
Organization: Lathrop Date: Staff Location: \_\_\_\_\_ Position(s): \_\_\_\_\_

Responsibilities/accomplishments: tech, set up, sound, model

Organization \_\_\_\_\_ Date \_\_\_\_\_

Location \_\_\_\_\_ Position(s) \_\_\_\_\_

Responsibilities/accomplishments: \_\_\_\_\_



PARKS AND RECREATION



**Community Activities that you have been involved with (feel free to attach additional pages)**

| Name of Organization | Position/Responsibilities | Dates |
|----------------------|---------------------------|-------|
|----------------------|---------------------------|-------|

| Name of Organization | Position/Responsibilities/Accomplishments | Dates |
|----------------------|---|-------|
|----------------------|---|-------|

**Special Awards or Recognitions you have received:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Educational Information:**


|                                |                       |              |              |
|--------------------------------|-----------------------|--------------|--------------|
| Lathrop high                   | Sophmore              |              | 2021-CURRENT |
| <i>Educational Institution</i> | <i>Degree/Diploma</i> | <i>Field</i> | <i>Year</i>  |

|                                |                       |              |             |
|--------------------------------|-----------------------|--------------|-------------|
| <i>Educational Institution</i> | <i>Degree/Diploma</i> | <i>Field</i> | <i>Year</i> |
|--------------------------------|-----------------------|--------------|-------------|

**Additional Information** (Please provide any other information which you feel would be useful to the City Council in reviewing you application.)

I come to the teen center every day. I participate in events here. I am part of the JROTC.

**Please sign and date you application and submit to the Office of the City Clerk at the address below..**

  
 \_\_\_\_\_  
 Signature

04/26/22  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Parent/Guardian Signature (Required for Youth Advisory Candidates only)

**City Clerk  
 City of Lathrop  
 390 Towne Centre Drive  
 Lathrop, CA 95330**



COMMISSION/COMMITTEE APPLICATION

Applying for: YOUTH ADVISORY COMMISSION

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.
Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.
Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION: JUN 21 2022

CITY CLERK

Name: PRANAV VEMPARALA

Address: [redacted] City: LATHROP Zip: 95330

Telephone (home) [redacted] Telephone (work) [redacted]

Telephone (cell) [redacted] Telephone (other) \_\_\_\_\_

Email: [redacted] Resident of the City of Lathrop: 14 years

Do you have Transportation to attend the Commission meetings and Functions? Yes [checked] No [ ]

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship \_\_\_\_\_

Employment/Volunteer Information:

Youth Advisory Commission (LATHROP) 2021-2022
Organization Date

Lathrop Gen Center Youth Advisory Commissioner
Location Position(s)

Responsibilities/accomplishments: I worked at the CAFE at Gen center and organized the Christmas Parade, Family food, etc. events.

Give Every Child A Chance 2019-2020
Organization Date

Massdale Elementary School Tutor
Location Position(s)

Responsibilities/accomplishments: I tutored children.

RECEIVED JUN 03 2022

PARKS AND RECREATION

Community Activities that you have been involved with (feel free to attach additional pages)

Manteca Area Community Band Percussionist 2021-2022  
Name of Organization Position/Responsibilities Dates

Name of Organization Position/Responsibilities/Accomplishments Dates

Special Awards or Recognitions you have received: LHS Gold Medal, Excellence in English, Valedictorian in 8th grade

Educational Information:

Lathrop High School 11th grade - 2022-2023  
Educational Institution Degree/Diploma Field Year

San Joaquin Delta College College Early Start  
Educational Institution Degree/Diploma Field Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I was a member in Yac for the 2021-2022 year. I enjoyed and learned so much from working there.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

~~Barbara~~ Pearson 05-27-2022  
Signature Date

Ravathi  
Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

RECEIVED AUG 24 2022

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.
Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on PARKS AND RECREATION
Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Angelina V Michelucci

Address: [redacted] City: Lathrop Zip: 95330

Telephone (home) [redacted] Telephone (work) \_\_\_\_\_

Telephone (cell) [redacted] Telephone (other) \_\_\_\_\_

Email: [redacted] Resident of the City of Lathrop: 13 years

Do you have Transportation to attend the Commission meetings and Functions? Yes [checked] No [ ]

Background Information:

Are you related to a current City Employee? no.

If yes, give name and relationship \_\_\_\_\_

Employment/Volunteer Information:

LHS Football Shack bar Fall 2021-2022
Organization Date Friday home games
Bennie Gatto field shack bar taking orders
Location Position(s)

Responsibilities/accomplishments: Water polo, LHS varsity water polo
Goalie 2 years

LHS WP Fall 2021-2022
Organization Date
Lathrop High Goalie
Location Position(s)

Responsibilities/accomplishments: varsity swimming, FFA, FCCLA, CSF,
LHS parking club

**Community Activities that you have been involved with (feel free to attach additional pages)**

| Name of Organization | Position/Responsibilities | Dates |
|----------------------|---------------------------|-------|
|----------------------|---------------------------|-------|

| Name of Organization | Position/Responsibilities/Accomplishments | Dates |
|----------------------|---|-------|
|----------------------|---|-------|

**Special Awards or Recognitions you have received:** I received Honor roll for all of 7<sup>th</sup>-8<sup>th</sup> grade and got a few state olymp awards at LHS also earned my varsity letter

**Educational Information:**

| Lathrop High School     |                |       | 2024 |
|-------------------------|----------------|-------|------|
| Educational Institution | Degree/Diploma | Field | Year |

| Educational Institution | Degree/Diploma | Field | Year |
|-------------------------|----------------|-------|------|
|-------------------------|----------------|-------|------|

**Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)**

I absolutely love doing anything involving my community and helping others I love challenging myself physically and academically and being apart of YAC is something I would love to do especially since it is something created for teens.

**Please sign and date your application and submit to the Office of the City Clerk at the address below.**

  
Signature

08/17/22  
Date

  
Parent/Guardian Signature (Required for Youth Advisory Candidates only)

**City Clerk  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330**



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

AUG 29 2022

CITY CLERK

Name: Amani Watson

Address: [Redacted] City: Lathrop Zip: 95330

Telephone (home) [Redacted] Telephone (work) \_\_\_\_\_

Telephone (cell) \_\_\_\_\_ Telephone (other) \_\_\_\_\_

Email: [Redacted] Resident of the City of Lathrop: 9 years

Do you have Transportation to attend the Commission meetings and Functions?  Yes  No

Background Information:

Are you related to a current City Employee? no

If yes, give name and relationship \_\_\_\_\_

Employment/Volunteer Information:

|                          |                         |
|--------------------------|-------------------------|
| <u>Riptides Football</u> | <u>2021-2022 Season</u> |
| <i>Organization</i>      | <i>Date</i>             |
| <u>Home games</u>        | <u>Snack Bar</u>        |
| <i>Location</i>          | <i>Position(s)</i>      |

Responsibilities/accomplishments: \_\_\_\_\_

Organization \_\_\_\_\_ Date \_\_\_\_\_

Location \_\_\_\_\_ Position(s) \_\_\_\_\_

Responsibilities/accomplishments: \_\_\_\_\_

**Community Activities that you have been involved with (feel free to attach additional pages)**

| <i>Name of Organization</i> | <i>Position/Responsibilities</i> | <i>Dates</i> |
|-----------------------------|----------------------------------|--------------|
|-----------------------------|----------------------------------|--------------|

| <i>Name of Organization</i> | <i>Position/Responsibilities/Accomplishments</i> | <i>Dates</i> |
|-----------------------------|--|--------------|
|-----------------------------|--|--------------|

**Special Awards or Recognitions you have received:** B Honor Roll - A Honor Roll

**Educational Information:**

| <i>Educational Institution</i> | <i>Degree/Diploma</i> | <i>Field</i> | <i>Year</i>           |
|--------------------------------|-----------------------|--------------|-----------------------|
| <u>Lathrop High School</u>     |                       |              | <u>9<sup>th</sup></u> |

| <i>Educational Institution</i> | <i>Degree/Diploma</i> | <i>Field</i> | <i>Year</i> |
|--------------------------------|-----------------------|--------------|-------------|
|--------------------------------|-----------------------|--------------|-------------|

**Additional Information** (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

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**Please sign and date your application and submit to the Office of the City Clerk at the address below..**

Amani Watson 08/24/22  
 Signature Date

W. Watson 8.24.22  
 Parent/Guardian Signature (Required for Youth Advisory Candidates only)

**City Clerk  
 City of Lathrop  
 390 Towne Centre Drive  
 Lathrop, CA 95330**

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