

# December 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.



**DECEMBER 12, 2022 – Regular Meeting Agenda – 7:00 p.m.**



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## **IMPORTANT NOTICE REGARDING THIS MEETING & COVID-19**

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

This public meeting will be conducted in person; all members of the City Council will attend in person. Members of the public are welcomed 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/1608089841?pwd=cmFPQjNaQ0s0eXkrNjgrVTIxV3h6Zz09>

- ✦ 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: 160 808 9841 / Passcode: 831049
- ✦ 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:website_cco@ci.lathrop.ca.us) or by calling (209) 941-7230
- ✦ Questions or comments must be submitted by 4:00 p.m., on the day of the meeting.
- ✦ To address City Council in person, please submit a purple card to the City Clerk indicating name, address, and number of the item upon which a person wishes to speak.

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

### **Addressing the Council**

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

## **Citizen's Forum**

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

To leave a voice message for all Councilmembers simultaneously, dial (209) 941-7230. To send an e-mail for Councilmembers simultaneously email: [citycouncil@ci.lathrop.ca.us](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, DECEMBER 12, 2022  
7:00 P.M.  
COUNCIL CHAMBER, CITY HALL  
390 Towne Centre Drive  
Lathrop, CA 95330**

**AGENDA**

**PLEASE NOTE: There will be a Special Meeting commencing at 6:00 p.m. The Regular Meeting will reconvene at 7:00 p.m., or immediately following the Special Meeting, whichever is later. The Special Meeting agenda was issued in accordance with Government Code § 54956. The Invocation and Pledge of Allegiance will be presented during the Special Meeting.**

**1. PRELIMINARY**

- 1.1 CALL TO ORDER
- 1.2 ROLL CALL
- 1.3 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER
- 1.4 INFORMATIONAL ITEM(S) – NONE
- 1.5 DECLARATION OF CONFLICT(S) OF INTEREST

**2. PRESENTATIONS**

- 2.1 PRESENTATION PROVIDING AN UPDATE ON THE CORPORATION YARD IMPROVEMENTS PROJECT, CIP GG 21-13
- 2.2 MAYOR'S COMMITTEE REPORT(S)
  - Parks, Recreation & Maintenance Services Update on Committee Events and Programs

**3. CITIZEN'S FORUM**

Any person desiring to speak on a matter, which is not scheduled on this agenda, may do so under Citizen's Forum. Please submit a purple speaker card to the City Clerk prior to the commencement of Citizen's Forum. Only those who have submitted speaker cards, or have expressed an interest to speak, prior to the conclusion of Citizen's Forum will be called upon to speak. Please be aware the California Government Code prohibits the City Council from taking any immediate action on an item, which does not appear on the agenda, unless the item meets stringent statutory requirements. The City Council can, however, allow its members or staff to briefly (no more than five (5) minutes) respond to statements made, to ask questions for clarification, make a brief announcement or report on his or her own activities.

(See California Government Code Section 54954.2(a)). Unless directed otherwise by a majority of the City Council, all questions asked and not answered at the meeting will be responded to in writing within 10 business days. ALL PUBLIC COMMENTS MUST BE MADE IN COMPLIANCE WITH THE LATHROP CITY COUNCIL HANDBOOK OF RULES AND PROCEDURES!

#### 4. CONSENT CALENDAR

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

##### 4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

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

##### 4.2 APPROVAL OF MINUTES

Approve Minutes for the Regular Council Meeting of November 14, 2022

##### 4.3 SECOND READING AND ADOPTION OF ORDINANCE 22-440 OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 12 "STREETS, SIDEWALKS, AND PUBLIC SPACES", CHAPTER 12.20 "PARKS", SECTION 12.20.010 "CONDUCT IN CITY PARKS – PROHIBITED ACTIONS", PART "Q" TO DEFINE PARK HOURS MORE SPECIFICALLY.

Waive Full Reading and Adopt Ordinance 22-440 Amending Title 12, "Streets, Sidewalks, and Public Spaces", Chapter 12.20 "Parks", Sections 12.20.010 "Conduct in City Parks – Prohibited Actions", Part "Q" to Define Park Hours More Specifically

*CEQA STATUS: Exempt according to California Environmental Quality Act Article 5 §15061(b)(3), by the "Common Sense Exemption"*

##### 4.4 SECOND READING AND ADOPTION OF ORDINANCE 22-441 OF THE CITY COUNCIL OF THE CITY OF LATHROP UPDATING THE POLICY FOR THE USE OF MILITARY EQUIPMENT BY THE LATHROP POLICE DEPARTMENT, IN COMPLIANCE WITH ASSEMBLY BILL 481

Waive Full Reading and Adopt Ordinance 22-441 Amending Chapter 9.20 Titled "Military Equipment Use Policy", of Title 9 "Public Peace and Welfare" of the Lathrop Municipal Code by Adding Section 9.20.050 titled "Active Policies" to Incorporate Lathrop Police Department Policy Regulating "Unmanned Aerial System (UAS) Operations", and Adopting Military Equipment Use Policies in Compliance with California Government Code Section 7071

*CEQA STATUS: Exempt according to California Environmental Quality Act Article 5 §15061(b)(3), by the "Common Sense Exemption".*

4.5 SECOND READING AND ADOPTION OF ORDINANCE 22-442 ADOPTING VARIOUS AMENDMENTS TO THE LATHROP MUNICIPAL CODE TO MODERNIZE, SIMPLIFY, AND STREAMLINE VARIOUS SECTIONS OF TITLE 17, ZONING CODE (TA-22-143)

Waive Full Reading and Adopt Ordinance 22-442 Adopting Various Amendments to the Lathrop Municipal Code (LMC) to Modernize, Simplify, and Streamline Various Sections of Title 17, Zoning Code. The amendments include the following:

- Chapter 17.32 (R One Family Residential District): Clarify that Accessory Dwelling Units are permitted by-right and update requirements for swimming pool location.
- Chapter 17.36 (RM Multifamily Residential District): Clarify the review process for projects that include affordable units and remove RM-1.5 from the "Property Development Standards" Section.
- Chapter 17.56 (Planned Unit Developments): Update Chapter to clarify the processing of a Planned Unit Developments.
- Chapter 17.61 (River Island Zoning Districts): Update the processing procedure for Neighborhood Development Plans and clarify the review process for projects that include affordable units.
- Chapter 17.62 (Central Lathrop Zoning Districts): Clarify the review process for projects that include affordable units and update the Neighborhood Commercial and Specialty Commercial Zoning District use list.
- Chapter 17.108 (Administrative Approval of Certain Uses): Add language to accommodate live entertainment uses in commercial establishments.
- New Chapter 17.19 (Tattoo and Body Art Establishments): Add a new Chapter to the Zoning Code to provide regulations for Tattoo and Body Art Establishments

*CEQA STATUS: Not a Project as defined in Section 15378 of the State CEQA Guidelines.*

4.6 SECOND READING AND ADOPTION OF ORDINANCE 22-443 OF THE CITY COUNCIL OF THE CITY OF LATHROP TO REPEAL AND REPLACE TITLE 15 ("BUILDING AND CONSTRUCTION") TO INCORPORATE THE 2022 CALIFORNIA BUILDING STANDARDS INTO THE LATHROP MUNICIPAL CODE

Waive Full Reading and Adopt Ordinance 22-443 Amending Lathrop Municipal Code Title 15 (Building and Construction) to Incorporate 2022 California Building Standards Code

*CEQA STATUS: The proposed Vesting Tentative Subdivision Map is exempt according to California Environmental Quality Act (CEQA) Article 19 § 15332 Class 32 "In-Fill Development"*

- 4.7 APPROVE PROPOSED FISCAL YEAR 2023-2024 AND FISCAL YEAR 2024-2025 BIENNIAL BUDGET CALENDAR  
City Council to Consider and Approve the Proposed Fiscal Year 2023-2024 and Fiscal Year 2024-2025 Biennial Budget Calendar

*CEQA STATUS: Exempt According to California Environmental Quality Act Article § 15061(b)(3), by the "Common Sense Exemption"*

- 4.8 AUTHORIZE POSTPONEMENT OF DELINQUENT UTILITY TURN OFFS  
Adopt Resolution Approving the Suspension of Service Disconnections for Delinquent Accounts Scheduled on December 14, 2022

*CEQA STATUS: Exempt According to California Environmental Quality Act Article § 15061(b)(3), by the "Common Sense Exemption"*

- 4.9 AUTHORIZE A GRANT APPLICATION WITH DWR TO OBTAIN FUNDING FOR THE AQUIFER STORAGE AND RECOVERY, CIP PW 22-36  
Adopt Resolution Authorizing a Grant Application, Acceptance and Execution with the Department of Water Resources for the Aquifer Storage and Recovery, CIP PW 22-36

*CEQA STATUS: Exempt according to California Environmental Quality Act Article 18 §15262, "Feasibility and Planning Studies"*

- 4.10 AWARD CONSTRUCTION CONTRACT TO TIM PAXIN'S PACIFIC EXCAVATION INC. DBA PACIFIC EXCAVATION FOR THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS AT 17 INTERSECTIONS WITHIN THE CITY, CIP PS 23-01  
Adopt Resolution Awarding Construction Contract to Tim Paxin's Pacific Excavation Inc, dba Pacific Excavation, for the Installation of Traffic Signal Network Cabinets at Seventeen (17) Intersections within the City, CIP PS 23-01

*CEQA STATUS: The project is exempt according to the California Environmental Quality Act (CEQA) Article 19, § 15302 Class 2 (C) "Replacement or Reconstruction".*

- 4.11 RATIFY CITY MANAGER'S EXECUTION OF CONTRACT CHANGE ORDER NO. 3 WITH A. TEICHERT & SON, INC. DBA TEICHERT CONSTRUCTION FOR SURFACE WATER DISCHARGE, CIP WW 20-17  
Adopt Resolution Ratifying the City Manager's Execution of Contract Change Order No. 3 with A. Teichert & Son, Inc, dba Teichert Construction, for Surface Water Discharge, CIP WW 20-17

*CEQA STATUS: Environmental review for the Surface Water Discharge Project, CIP WW 20-17 as a whole was completed in the Certified Final Environmental Impact Report (EIR) (State Clearinghouse No. 2019110339). The EIR considered the full range of potential environmental effects of the Project. The proposed Contract Change Order falls within the scope analyzed in the EIR and no further environmental review is required in compliance with the California Environmental Quality Act.*

- 4.12 APPROVE PROFESSIONAL SERVICES AGREEMENT WITH LDA PARTNERS, INC. FOR THE DESIGN OF THE LPD PROPERTY AND EVIDENCE BUILDING ASSOCIATED WITH CIP GG 21-13 CORP YARD IMPROVEMENTS AND APPROVE BUDGET AMENDMENT  
Adopt Resolution Approving a Professional Services Agreement with LDA Partners, Inc. for the Design of the Lathrop Police Department Property and Evidence Building Associated with CIP GG 21-13 Corp Yard Improvements and Approve Budget Amendment

*CEQA STATUS: Not a Project as defined in Section 15378 of State CEQA Guidelines*

- 4.13 APPROVE AMENDMENTS NO. 1 AND NO. 2 WITH ROBERTSON-BRYAN INC. FOR THE SURFACE WATER DISCHARGE PROJECT, CIP WW 20-17  
Adopt Resolution Approving Amendments No. 1 and No. 2 with Robertson-Bryan Inc. to Further Assist City with NPDES Permit Compliance for the Consolidated Treatment Facility Surface Water Discharge Project, CIP WW 20-17

*CEQA STATUS: Environmental review for the Surface Water Discharge Project, CIP WW 20-17, as a whole was completed in the Certified Final Environmental Impact Report (EIR) (State Clearinghouse No. 2019110339).*

- 4.14 APPROVE WEST LATHROP SPECIFIC PLAN PROPERTY TAX SHARING AGREEMENT WITH THE COUNTY OF SAN JOAQUIN  
Approve Addendum to Revenue Sharing Agreement (A-96-341) Between the City of Lathrop and County of San Joaquin for the West Lathrop Specific Plan Development

*CEQA STATUS: Not a Project as Defined in Section 15378 of the State CEQA Guidelines*

**5. SCHEDULED ITEMS - None**



## 6. COUNCIL COMMUNICATIONS

- 6.1 COUNCILMEMBER DIALLO REFERRAL – Discussion Regarding the City's Social Media Policy
- 6.2 MAYOR DHALIWAL REFERRAL - Set Application Deadline for One (1) Member to the Senior Advisory Commission, with Term Ending June 30, 2024, Due to Unexpired Term Vacancy
- 6.3 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)*
- 6.4 MAYOR & COUNCILMEMBER COMMENT(S)

## 7. ADJOURNMENT

*/Teresa Vargas/*

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Teresa Vargas, MMC  
Government Services Director/  
City Clerk

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## ITEM 4.2

**CITY OF LATHROP  
CITY COUNCIL REGULAR MEETING  
MONDAY, NOVEMBER 14, 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 6:07 p.m. The Regular Meeting reconvened at 7:03 p.m.**

#### 1. PRELIMINARY

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 6:07 p.m.

#### 1.2 CLOSED SESSION

1.2.1 CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6  
Agency Negotiator: Stephen J. Salvatore, City Manager  
Employee Organization: Lathrop Police Officer's Association

**RECONVENE** – Mayor Dhaliwal reconvened the meeting at 7:03 p.m.

#### 1.2.2 REPORT FROM CLOSED SESSION

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

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

Absent: Vice Mayor Lazard

1.4 INVOCATION - Pastor Nathaniel Camarena, Abundant Life Center Church, provided the invocation.

1.5 PLEDGE OF ALLEGIANCE - Pastor Nathaniel Camarena led the pledge of allegiance.

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

City Manager Stephen Salvatore introduced Economic Development Administrator Shelley Burcham. Ms. Burcham provided an overview on the "Meet the Consultants" event, a regional economic development program scheduled for November 30 – December 2, 2022, at the Great Wolf Lodge in Manteca.

1.7 INFORMATIONAL ITEM(S) – NONE

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

Councilmember Diallo declared a conflict of interest with Items 4.19 through 4.21, due to an agreement with the River Islands Development.

**2. PRESENTATIONS**

2.1 PROCLAMATION DECLARING NOVEMBER AS FAMILY COURT AWARENESS MONTH

Councilmember Akinjo read a proclamation declaring November 2022 as Family Court Awareness Month.

2.2 PROCLAMATION DECLARING NOVEMBER AS SIKH AWARENESS AND APPRECIATION MONTH

Mayor Dhaliwal read a proclamation declaring November as Sikh Awareness and Appreciation Month, and presented the proclamation to members of the Lathrop Sikh community.

**3. CITIZEN'S FORUM**

Kaci, Nicole, and Luke (in person speakers), Sunrun Representatives, spoke in regards to online software, SolarAPP, for solar permit processing. Mike Moghrabi (in person speaker) expressed concern with on street parking on narrow residential streets, traffic safety on roundabouts, and assessment tax bonds. Irene Torres (in person speaker) expressed concern with traffic safety and commercial trucks using the residential portion of Lathrop Road, near her residence. Jose Aguilar (in person speaker) expressed concern with the Commercial Cannabis Business Park project, near Lathrop city limits, under consideration by San Joaquin County. Adriana Lopez (in person speaker) expressed concern with traffic safety and commercial trucks using the residential portion of Lathrop Road, near her residence. Durriya Syed (zoom speaker) provided information regarding the California Department of Insurance (CDI), a consumer protection agency.

#### 4. CONSENT CALENDAR

On a motion by Councilmember Akinjo, seconded by Mayor Dhaliwal, the City Council approved the Consent Calendar, except Items \*4.11, and \*\*4.19 through 4.21, by the following roll call vote, unless otherwise indicated:

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

A motion was made by Mayor Dhaliwal to approve Item \*4.11. MOTION FAILED due to lack of second.

*\*Item 4.11 was removed from the vote of the Consent Calendar, a second attempt to consider the item failed. Council consensus directed staff to bring back more information and an updated policy for consideration.*

*\*\*Items 4.19 to 4.21 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 Special Meeting of September 19, 2022 and Regular Council Meeting of October 10, 2022.

##### 4.3 TREASURER'S REPORT FOR SEPTEMBER 2022

Approved Quarterly Treasurer's Report for September 2022.

*CEQA Status: Not a Project as defined in Section 15378 of the State CEQA Guidelines.*

##### 4.4 COMMUNITY FACILITIES DISTRICTS ANNUAL BOND ACCOUNTABILITY REPORT FOR FY 2021/22

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

Received report for bonded and non-bonded Community Facilities Districts.

*CEQA Status: Not a Project as defined in Section 15378 of the State CEQA Guidelines.*

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

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

Adopted **Resolution 22-5170** approving the Annual Investment Policy for Fiscal Year 2022-23.

*CEQA Status: Not a Project as defined in Section 15378 of the State CEQA Guidelines.*

4.6 REJECT BID FOR STRIPING SERVICES, CIP PS 22-14

Pulled by Councilmembers Akinjo, Torres-O'Callaghan and Diallo. A question and answer period ensued. Assistant City Manager Michael King provided additional information. During the comment period of Item 4.6, Councilmember Diallo requested a referral to discuss the City's Social Media Policy.

Adopted **Resolution 22-5171** rejecting the bid received for the Annual Striping Services Project, CIP PS 22-14.

*CEQA Status: Not a Project as defined in Section 15378 of the State CEQA Guidelines.*

4.7 APPROVE CHRISTMAS PARADE TEMPORARY STREET CLOSURE OF J STREET, 5TH STREET, THOMSEN ROAD, AND CAMBRIDGE DRIVE

Adopted **Resolution 22-5172** approving temporary street closures for J Street, 5th Street, Thomsen Road, and Cambridge Drive, for the Lathrop Christmas Parade, scheduled for December 10, 2022.

*CEQA Status: Exempt according to California Environmental Quality Act Article 5 §15061(b)(3), by the "Common Sense Exemption".*

4.8 APPROVE REQUESTS FOR FACILITY FEE WAIVER FOR 2023 COMMUNITY PARTNER GROUPS

Adopted **Resolution 22-5173, Resolution 22-5174, Resolution 22-5175, and Resolution 22-5176** approving Facility Fee Waivers for the Lathrop Lions Club, Lathrop Community Volunteer Club, Lathrop Sunrise Rotary Club, and Lathrop Little League.

*CEQA Status: Exempt according to California Environmental Quality Act Article 5 §15061(b)(3), by the "Common Sense Exemption".*

4.9 APPROVE PLANNING FEE WAIVER REQUEST BY THRIVE CHURCH (TUP-22-129)

Adopted **Resolution 22-5177** waiving Temporary Use Permit Application processing and document retention fees for Thrive Church, in the combined amount of \$392.

*CEQA STATUS: Exempt according to California Environmental Quality Act Article 5 §15061(b)(3), by the "Common Sense Exemption".*

4.10 APPROVE OUT-OF-STATE TRAVEL FOR THE 2022 SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJAFCA) WASHINGTON, D.C. ADVOCACY TRIP

Adopted **Resolution 22-5178** authorizing out-of-state travel for the City Manager and the Council Members representing the City of Lathrop in the SJAFCA Board of Directors, to attend the 2022 Advocacy Trip to Washington, D.C., December 5-8, 2022.

*CEQA STATUS: Exempt according to California Environmental Quality Act Article 5 § 15061(b)(3), by the "Common Sense Exemption"*

4.11 APPROVE POLICY ALLOWING STAFF TO ASSIST WITH THE ADMINISTRATION OF MEDICALLY NECESSARY PRESCRIBED MEDICATIONS TO PARTICIPANTS IN CUSTODIAL CARE PROGRAMS

Pulled by Councilmembers Akinjo. A question and answer period ensued. Human Resources Director Theresa Roland, Parks, Recreation and Maintenance Services Director, and City Attorney Salvador Navarrete provided additional information.

*\* Item 4.11 was removed from the vote of the Consent Calendar, a second attempt to consider the item failed. Council consensus directed staff to bring back more information and an updated policy for consideration.*

Adopt Resolution approving a policy allowing staff to assist with the administration of medically necessary prescribed medications to participants in custodial care programs.

*CEQA Status: Not a Project as defined in Section 15378 of the State CEQA Guidelines.*

4.12 APPROVE ADJUSTMENTS TO GASB 34 REPORTS RELATED TO VARIOUS PUBLIC IMPROVEMENT ACCEPTANCES IN THE CLSP AREA

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

Adopted **Resolution 22-5179** approving adjustments to GASB 34 reports related to various public improvement acceptances in the Central Lathrop Specific Plan Area.

*CEQA Status: Not a Project as defined in Section 15378 of the State CEQA Guidelines.*

4.13 APPROVE AMENDMENT NO. 1 WITH EKI FOR WASTEWATER DISCHARGE REQUIREMENTS PERMIT COMPLIANCE

Adopted **Resolution 22-5180** approving Amendment No. 1 with EKI Environment & Water, Inc., for groundwater monitoring and reporting services for waste discharge requirements permit compliance for the Lathrop Consolidated Treatment Facility.

*CEQA Status: Not a Project as defined in Section 15378 of the State CEQA Guidelines.*

4.14 APPROVE PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH GHD, INC. TO PREPARE THE LATHROP ACTIVE TRANSPORTATION PLAN, CIP PS 22-17

Pulled by Councilmembers Akinjo. A question and answer period ensued. Assistant City Manager Michael King provided additional information.

Adopted **Resolution 22-5181** approving a Professional Consulting Services Agreement with GHD, Inc., to prepare the Lathrop Active Transportation Plan, CIP PS 22-17.

*CEQA Status: Exempt according to California Environmental Quality Act Article 18 §15262, "Feasibility and Planning Studies".*

4.15 APPROVE LEVEE EASEMENT AND ASSOCIATED JOINT USE AGREEMENT WITH RECLAMATION DISTRICT NO. 17 FOR A PORTION OF MOSSDALE LANDING COMMUNITY PARK

Adopted **Resolution 22-5182** approving a Levee Easement and associated Joint Use Agreement with Reclamation District No. 17, for a portion of Mossdale Landing Community Park.

*CEQA Status: Not a Project as defined in Section 15378 of the State CEQA Guidelines.*

4.16 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY FBD VANGUARD CONSTRUCTION, INC. FOR THE MOSSDALE ROUNDABOUTS IMPROVEMENTS, CIP PS 22-41



Adopted **Resolution 22-5183** accepting public improvements constructed by FBD Vanguard Construction, Inc. for the Mossdale Roundabouts Improvements Project, CIP PS 22-41, authorizing the filing of a Notice of Completion, releasing contract retention and performance and payment bonds.

*CEQA Status: Exempt according to California Environmental Quality Act Article 19 §15031, "Existing Facilities"*

- 4.17 ACCEPT PUBLIC IMPROVEMENTS ASSOCIATED WITH SIA FOR TRACT 4105 AND ENCROACHMENT PERMIT NO. 2022-16 FROM LATHROP LAND ACQUISITION, LLC, LOCATED NEAR CLSP NEIGHBORHOOD 1D AND APPROVE BUDGET AMENDMENT FOR MAINTENANCE SERVICES

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

Adopted **Resolution 22-5184** accepting public improvements associated with Subdivision Improvement Agreement for Tract 4105, and Encroachment Permit No. 2022-16 from Lathrop Land Acquisition, LLC, located near CLSP Neighborhood 1D, and approving budget amendment for Maintenance Contracts with David Silva dba Silva Landscape and St. Francis Electric, LLC.

*CEQA Status: Not a Project as defined in Section 15378 of the State CEQA Guidelines.*

- 4.18 CREATE CIP PS 23-09 FOR SIDEWALK INFILL AT "J" STREET AND 5<sup>TH</sup> STREET INTERSECTION, AND APPROVE RELATED BUDGET AMENDMENT

Adopted **Resolution 22-5185** creating CIP PS 23-09 for sidewalk infill at the "J" Street and 5<sup>th</sup> Street Intersection, and approving the budget amendment.

*CEQA Status: Exempt according to California Environmental Quality Act Article 19 §15031, "Existing Facilities"*

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

*Councilmember Diallo recused herself at 8:52 p.m., following the vote of the Consent Calendar (Items 4.1 to 4.18), prior to the vote of Item 4.19, due to declared conflict of interest as noted on Item 1.8. City Attorney Salvador Navarrete announced that Councilmember Diallo was stepping down due to an agreement with the River Islands Development, and pending Fair Political Practices Commission (FPPC) determination/legal opinion on the matter.*

On a motion by Councilmember Akinjo, seconded by Councilmember Torres-O'Callaghan, the City Council approved Items 4.19 through 4.21, by the following roll call vote, unless otherwise indicated:

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

4.19 RESCIND RESOLUTION NO. 22-5092, AWARD CONSTRUCTION CONTRACT TO G&G BUILDERS, INC. FOR THE INSTALLATION OF RUBBERIZED SURFACING, CIP PK 22-44 LOCATED WITHIN THE RIVER ISLANDS DEVELOPMENT AREA AND APPROVE BUDGET AMENDMENT

Pulled by Councilmembers Akinjo. A question and answer period ensued. Assistant City Manager Michael King provided additional information.

Adopted **Resolution 22-5186** rescinding Resolution No. 22-5092, awarding Construction Contract to G&G Builders, Inc, for the installation of rubberized surfacing, CIP PK 22-44, located within the River Islands Development area, and approving budget amendment.

*CEQA Status: Not a Project as defined in Section 15378 of the State CEQA Guidelines.*

4.20 APPROVE LARGE LOT FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 34 UNDEVELOPABLE PARCELS (TRACT 4149) WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS

Adopted **Resolution 22-5187** approving a large lot Final Map for Tract 4149 within West Village District, totaling 34 undevelopable parcels, and Subdivision Improvement Agreement with River Islands Development.

*CEQA Status: Exempt according to California Environmental Quality Act Article 18 §15268(b) "Ministerial Projects".*

4.21 APPROVE JOINT COMMUNITY FACILITIES AGREEMENT WITH RIVER ISLANDS PUBLIC FINANCING AUTHORITY FOR RIVER ISLANDS COMMUNITY FACILITIES DISTRICT 2016-1

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

Adopted **Resolution 22-5188** approving a Joint Community Facilities Agreement between City of Lathrop and River Islands Public Financing Authority, relating to its Community Facilities District No. 2016-1 (Public Improvements).

*CEQA Status: Not a Project as defined in Section 15378 of the State CEQA Guidelines.*

## **5. SCHEDULED ITEMS**

*Councilmember Diallo returned to the dais at 9:00 p.m.*

*At the request of staff, Item 5.5 was heard/presented first, before Item 5.1.*

### **5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTING AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP UPDATING THE POLICIES FOR THE USE OF MILITARY EQUIPMENT BY THE LATHROP POLICE DEPARTMENT, IN COMPLIANCE WITH ASSEMBLY BILL 481**

Chief of Police Raymond Bechler introduced Sergeant Mortenson. Sergeant Mortenson provided the presentation. A question and answer period ensued throughout the presentation. Chief Bechler also provided additional information. Mayor Dhaliwal opened the public hearing. City Clerk Teresa Vargas provided clarification that the sentence stating, "The ongoing costs for munitions will vary and departmental staff will conduct maintenance." on the draft Equipment List for Policy No. 606 (Attachment C), will be replaced to read, "*The ongoing costs will vary and departmental staff will conduct maintenance.*" Lawrence Abbott (zoom speaker) commented on the funding for the proposed equipment to remain reasonable. There were no other speakers. Mayor Dhaliwal closed the public hearing.

On a motion by Councilmember Torres-O'Callaghan, seconded by Councilmember Diallo, the City Council considered the following items:

1. Held a public hearing; and
2. Waived first reading and introduced an ordinance amending Chapter 9.20, titled "Military Equipment Use Policy", of Title 9 "Public Peace and Welfare" of the Lathrop Municipal Code, by adding Section 9.20.050 titled "Active Policies", to incorporate Lathrop Police Department policy regulating "Unmanned Aerial System (UAS) Operations", and adopting Military Equipment Use Policies in Compliance with California Government Code Section 7071

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

*CEQA STATUS: Exempt according to California Environmental Quality Act Article 5 §15061(b)(3), by the "Common Sense Exemption".*

## 5.2 PUBLIC HEARING (PUBLISHED NOTICE) ADOPTING VARIOUS AMENDMENTS TO THE LATHROP MUNICIPAL CODE (LMC) TO MODERNIZE, SIMPLIFY, AND STREAMLINE VARIOUS SECTIONS OF TITLE 17, ZONING CODE (TA-22-143)

Assistant Community Development Director Rick Caguiat provided the presentation. A question and answer period ensued throughout the presentation. Mayor Dhaliwal opened the public hearing. Individual representing "Lucky You Tattoo" (zoom speaker) expressed support in the necessary municipal code changes to allow tattoo parlors in the city. Adriana Flores-Lopez (in person speaker) requested additional information related to permits. There were no other speakers. Mayor Dhaliwal closed the public hearing.

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

1. Held a public hearing; and
2. Waived first reading and introduced ordinance adopting various amendments to the Lathrop Municipal Code to modernize, simplify, and streamline various sections of Title 17, Zoning Code.

The amendments included the following:

- Chapter 17.32 (R One Family Residential District): Clarify that Accessory Dwelling Units are permitted by-right and update requirements for swimming pool location.
- Chapter 17.36 (RM Multifamily Residential District): Clarify the review process for projects that include affordable units and remove RM-1.5 from the "Property Development Standards" Section.
- Chapter 17.56 (Planned Unit Developments): Update Chapter to clarify the processing of a Planned Unit Developments.
- Chapter 17.61 (River Island Zoning Districts): Update the processing procedure for Neighborhood Development Plans and clarify the review process for projects that include affordable units.
- Chapter 17.62 (Central Lathrop Zoning Districts): Clarify the review process for projects that include affordable units and update the Neighborhood Commercial and Specialty Commercial Zoning District use list.
- Chapter 17.108 (Administrative Approval of Certain Uses): Add language to accommodate live entertainment uses in commercial establishments.
- New Chapter 17.19 (Tattoo and Body Art Establishments): Add a new Chapter to the Zoning Code to provide regulations for Tattoo and Body Art Establishments

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

*CEQA Status: Not a Project as defined in Section 15378 of the State CEQA Guidelines.*

5.3 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER VESTING TENTATIVE SUBDIVISION MAP VTM-22-118 FOR THE ALANIZ ESTATES PROJECT

City Planning Consultant David Niskanen, JB Anderson Land Use Planning, provided the presentation. A question and answer period ensued throughout the presentation. Assistant Community Development Director Rick Caguiat and City Engineer Brad Taylor provided additional information. Mayor Dhaliwal opened the public hearing. Lawrence Abbott (zoom speaker) commented on the mitigating of environmental impacts. There were no other speakers. Mayor Dhaliwal closed the public hearing.

On a motion by Councilmember Akinjo, seconded by Mayor Dhaliwal, the City Council considered the following items:

1. Held a public hearing; and
2. Adopted **Resolution 22-5189** approving Vesting Tentative Subdivision Map, VTM-22-118, for the proposed Alaniz Estates Project to create eight (8) single-family residential lots.

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

*CEQA STATUS: The proposed Vesting Tentative Subdivision Map is exempt according to California Environmental Quality Act (CEQA) Article 19 § 15332 Class 32 "In-Fill Development"*

5.4 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE OF THE CITY OF LATHROP TO REPEAL AND REPLACE TITLE 15 ("BUILDING AND CONSTRUCTION") TO INCORPORATE THE 2022 CALIFORNIA BUILDING STANDARDS INTO THE LATHROP MUNICIPAL CODE

Assistant City Manager Michael King introduced Chief Building Official Ed Short. Mr. Short provided the presentation. A question and answer period followed the presentation. Mayor Dhaliwal opened the public hearing.

Lawrence Abbott (zoom speaker) expressed support for building standards supporting green energy. There were no other speakers. Mayor Dhaliwal closed the public hearing.

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

1. Held a public hearing; and
2. Waived first reading and introduced ordinance amending Lathrop Municipal Code Title 15 (Building and Construction) to incorporate the 2022 California Building Standards Code.

Ayes: Akinjo, Diallo, Torres-O'Callaghan and Dhaliwal

Noes: None

Absent: Lazard

Abstain: None

*CEQA Status: Exempt according to California Environmental Quality Act Article 5 §15061(b)(3), by the "Common Sense Exemption".*

5.5 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE AMENDING TITLE 12 "STREETS, SIDEWALKS, AND PUBLIC SPACES", CHAPTER 12.20 "PARKS", SECTION 12.20.010 "CONDUCT IN CITY PARKS - PROHIBITED ACTIONS", PART "Q" TO DEFINE PARK HOURS MORE SPECIFICALLY

Parks, Recreation and Maintenance Services Director Todd Sebastian provided the presentation. Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

On a motion by Councilmember Diallo, seconded by Mayor Dhaliwal, the City Council considered the following items:

1. Held a public hearing; and
2. Waived first reading and introduced ordinance amending Title 12, "Streets, Sidewalks, and Public Spaces", Chapter 12.20 "Parks", Sections 12.20.010 "Conduct in City Parks - Prohibited Actions", Part "Q", to define park hours more specifically.

Ayes: Akinjo, Diallo, Torres-O'Callaghan and Dhaliwal

Noes: None

Absent: Lazard

Abstain: None

*CEQA Status: Exempt according to California Environmental Quality Act Article 5 §15061(b)(3), by the "Common Sense Exemption"*

**6. COUNCIL COMMUNICATIONS**

- 6.1 MAYOR DHALIWAL REFERRAL - Discuss zoning limitations (or options) for retail and commercial properties

Mayor Dhaliwal provided an overview of the referral. City Manager Stephen Salvatore provided additional information. Consensus directed staff to bring back the matter for discussion.

- 6.2 MAYOR DHALIWAL REFERRAL - Appointment of Eight (8) Voting Members and One (1) Non-Voting Member to the Youth Advisory Commission, with Term Ending, May 31, 2023
  - Eight (9) Applications Received / Eight (8) Commission Member Vacancies Available

Mayor Dhaliwal made the following appointment:

Table with 2 columns: Youth Advisory Commission (names) and Term Expires (May 31, 2023). Names include Vaelua Vitale, Harnoor Brar, Daniel McCray, Gurjot Singh, Osen Ugbiyobo, Julissa Aguilar, Manpreet Kaur Bains, Christopher Cadiente, and Carolina Padilla.

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

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

- 6.3 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

Councilmember Akinjo gave an update on various projects related to Tri Valley-San Joaquin Valley Regional Rail Authority.

6.4 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Akinjo commented on function of the Measure C Oversight Committee and expressed the importance in understanding the financial responsibilities of Manteca and Banta School Districts to the Lathrop residents. Councilmember Torres-O'Callaghan reported her attendance, along with Lathrop School Resource Officers, to the first Annual San Joaquin County Safe Schools Summit. Councilmember Diallo expressed appreciation to staff for the pavement improvements in the Lathrop Acres area, and asked for information regarding a potential bulletin board announcing churches within the city limits. City Attorney Salvador Navarrete provided additional information. Mayor Dhaliwal commented on the election results and thanked those in attendance.

7. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 10:46 p.m.



Teresa Vargas, MMC  
Government Services Director/  
City Clerk



**ITEM 4.3**

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

**ITEM:** **SECOND READING AND ADOPTION OF ORDINANCE 22-440 OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 12 “STREETS, SIDEWALKS, AND PUBLIC SPACES”, CHAPTER 12.20 “PARKS”, SECTION 12.20.010 “CONDUCT IN CITY PARKS – PROHIBITED ACTIONS”, PART “Q” TO DEFINE PARK HOURS MORE SPECIFICALLY.**

**RECOMMENDATION:** **Waive Full Reading and Adopt Ordinance 22-440 Amending Title 12, “Streets, Sidewalks, and Public Spaces”, Chapter 12.20 “Parks”, Sections 12.20.010 “Conduct in City Parks – Prohibited Actions”, Part “Q” to Define Park Hours More Specifically**

**CEQA Status:** **Exempt according to California Environmental Quality Act Article 5 §15061(b)(3), by the “Common Sense Exemption”**

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**RECOMMENDED ACTION:**

The City Council to conduct second reading and adopt Ordinance 22-440 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING THE LATHROP MUNICIPAL CODE TITLE 12 “STREETS, SIDEWALKS, AND PUBLIC SPACES”, CHAPTER 12.20 ENTITLED “PARKS”, SECTION 12.20.010 ENTITLED “CONDUCT IN CITY PARKS – PROHIBITED ACTIONS”, PART “Q” TO DEFINE PARK HOURS MORE SPECIFICALLY

**SUMMARY:**

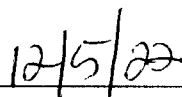
On November 14, 2022, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

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

The Ordinance will take effect 30 days after adoption.

**SUBMITTED BY:**

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

  
\_\_\_\_\_  
Date

**ORDINANCE NO. 22-440**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING THE LATHROP MUNICIPAL CODE TITLE 12 "STREETS, SIDEWALKS, AND PUBLIC SPACES", CHAPTER 12.20 ENTITLED "PARKS", SECTION 12.20.010 ENTITLED "CONDUCT IN CITY PARKS – PROHIBITED ACTIONS", PART "Q" TO DEFINE PARK HOURS MORE SPECIFICALLY**

**WHEREAS**, the City of Lathrop City Council held a duly noticed public hearing at a regular meeting on November 14, 2022 to introduce, review and consider this Ordinance; and

**WHEREAS**, the proposed municipal code text amendment is citywide and affects all City parks; and

**WHEREAS**, the City Council desires to amend its park hours to assist with the safekeeping of City property; and

**WHEREAS**, it is appropriate to amend Lathrop Municipal Code section 12.20.010 part "Q" to define park hours from "dawn to dusk" to "6:00a.m. to 8:30p.m. April through September; and 6:00a.m. to 6:00p.m. October through March"; and

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

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

**Section 1. Chapter 12.20 of the Lathrop Municipal Code entitled "Parks" is amended as follows:**

**A. Section 12.20.010 entitled "Conduct in city parks – Prohibited actions", part "Q" is amended as follows:**

"To loiter or remain in any park (including the parking areas) while not using the park areas or to loiter or remain in any park outside of operating hours, which are 6:00 a.m. to 8:30 p.m. April through September; and 6:00 a.m. to 6:00 p.m. October through March; unless otherwise permitted by the city;"

**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 civic 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 14<sup>th</sup> day of November 2022, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the \_\_\_\_ day of \_\_\_\_\_ 202\_\_, 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

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

**ITEM:** **SECOND READING AND ADOPTION OF ORDINANCE 22-441 OF THE CITY COUNCIL OF THE CITY OF LATHROP UPDATING THE POLICY FOR THE USE OF MILITARY EQUIPMENT BY THE LATHROP POLICE DEPARTMENT, IN COMPLIANCE WITH ASSEMBLY BILL 481**

**RECOMMENDATION:** **Waive Full Reading and Adopt Ordinance 22-441 Amending Chapter 9.20 Titled "Military Equipment Use Policy", of Title 9 "Public Peace and Welfare" of the Lathrop Municipal Code by Adding Section 9.20.050 titled "Active Policies" to Incorporate Lathrop Police Department Policy Regulating "Unmanned Aerial System (UAS) Operations", and Adopting Military Equipment Use Policies in Compliance with California Government Code Section 7071**

**CEQA Status:** **Exempt according to California Environmental Quality Act Article 5 §15061(b)(3), by the "Common Sense Exemption"**

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**RECOMMENDED ACTION:**

The City Council to conduct second reading and adopt Ordinance 22-441 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING CHAPTER 9.20 TITLED "MILITARY EQUIPMENT USE POLICY", OF TITLE 9 "PUBLIC PEACE AND WELFARE" OF THE LATHROP MUNICIPAL CODE BY ADDING SECTION 9.20.050 TITLED "ACTIVE POLICIES" TO INCORPORATE LATHROP POLICE DEPARTMENT POLICY REGULATING "UNMANNED AERIAL SYSTEM (UAS) OPERATIONS", AND ADOPTING MILITARY EQUIPMENT USE POLICIES IN COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 7071

**SUMMARY:**

On November 14, 2022, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

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

The Ordinance will take effect 30 days after adoption.

**SUBMITTED BY:**

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

12/5/22  
\_\_\_\_\_  
Date

## ORDINANCE NO. 22-441

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING CHAPTER 9.20 TITLED "MILITARY EQUIPMENT USE POLICY", OF TITLE 9 "PUBLIC PEACE AND WELFARE" OF THE LATHROP MUNICIPAL CODE BY ADDING SECTION 9.20.050 TITLED "ACTIVE POLICIES" TO INCORPORATE LATHROP POLICE DEPARTMENT POLICY REGULATING "UNMANNED AERIAL SYSTEM (UAS) OPERATIONS", AND ADOPTING MILITARY EQUIPMENT USE POLICIES IN COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 7071**

**WHEREAS**, on September 30, 2021, Governor Newsom signed into law seven (7) major peace officer reform bills, including Assembly Bill (AB) 481 (codified in California Government Code Sections 7070-7075), authored by Assembly Member David Chieu to address the funding, acquisition and use of items lawmakers deem to be considered military equipment; and

**WHEREAS**, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used; and

**WHEREAS**, AB 481 required each law enforcement agency's governing body to adopt a written military equipment use policy by ordinance in a public forum by April 30, 2022, to continue using this previously acquired military equipment, effective May 1, 2022; and

**WHEREAS**, during that time the City of Lathrop was under the jurisdiction of the San Joaquin County Sheriff's office, while working to transition into its own Police Department by July 1, 2022; and

**WHEREAS**, in preparation of the transition, on June 13, 2022, the City Council adopted Ordinance 22-436, amending Title 9 "Public Peace and Welfare" of the Lathrop Municipal Code (LMC) by adding Chapter 9.20 titled "Military Equipment Use Policy" to establish a policy for the proper use, funding and acquisition of military style equipment as set forth by AB 481 in compliance with California Government Code Section 7071; and

**WHEREAS**, Policy No. 706 authorized the new Lathrop Police Department to fund, acquire, and use of thirty-five 5.56mm semiautomatic rifles and ammo, and eight 40mm launchers and rounds; and

**WHEREAS**, the Police Department is requesting City Council's approval for the use, funding and acquisition of four (4) unmanned aerial system (known as drones); and

**WHEREAS**, staff requests that the City Council hold a public hearing to consider an ordinance amending Chapter 9.20 titled "Military Equipment Use Policy", of Title 9 "Public Peace and Welfare" of the LMC, by adding Section 9.20.050 titled

“Active Policies” to incorporate Lathrop Police Department Policy No. 606, regulating “Unmanned Aerial System (UAS) Operations”, and adopt the Military Equipment Use Policies 706 and 606 in compliance with California Government Code Section 7071; and

**WHEREAS**, the City Council of the City of Lathrop having received the information required under AB 481 regarding the proposed use of military equipment as defined in said law, deems it to be in the best interest of the City to approve and adopt the Military Equipment Use Policy No. 606, as it relates to Unmanned Aerial System (UAS) Operations; and

**WHEREAS**, Military Equipment Use Policy No. 706 and proposed Military Equipment Use Policy No. 606 will be incorporated by reference in LMC Section 9.20.050 titled “Active Policies”.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lathrop does hereby ordain as follows:

Section 1.

That the Police Department Military Equipment Use Policy 706 and 606, on file with the Lathrop Police Department, are hereby adopted and will be incorporated by reference in Section 9.20.050.

Section 2.

Title 9 of the Lathrop Municipal Code, titled “Public Peace and Welfare” is hereby amended by adding new Section 9.20.050 titled “Active Policies”, to Chapter 9.20 titled “Military Equipment Use Policy”, to incorporate Lathrop Police Department Policy regulating “Unmanned Aerial System (UAS) Operations”, to read in its entirety as follows.

**CHAPTER 9.20 MILITARY EQUIPMENT USE POLICY**

**9.20.050 Active Policies**

- A. The Lathrop police department has obtained approval of the City Council, by ordinance adopting the following military equipment use policies, incorporated here by reference:
1. Military Equipment Use Policy No. 706, adopted by Ordinance 22-\_\_\_, for the funding, acquisition and use of thirty-five 5.56mm semiautomatic rifles and ammo, and eight 40mm launchers and rounds.
  2. Military Equipment Use Policy No. 606, adopted by Ordinance 22-\_\_\_, fund, acquire, and use of unmanned aerial system (known as drones).

Section 3.

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 4. 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 5. Effective Date.

This Ordinance shall take legal effect 30 days from and after the date of its passage.

Section 6. 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 14<sup>th</sup> day of November 2022, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the \_\_\_\_ day of \_\_\_\_\_ 202\_\_, 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

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**ITEM 4.5**

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

**ITEM:** **SECOND READING AND ADOPTION OF ORDINANCE 22-442 ADOPTING VARIOUS AMENDMENTS TO THE LATHROP MUNICIPAL CODE TO MODERNIZE, SIMPLIFY, AND STREAMLINE VARIOUS SECTIONS OF TITLE 17, ZONING CODE (TA-22-143)**

**RECOMMENDATION:** **Waive Full Reading and Adopt Ordinance 22-442 Adopting Various Amendments to the Lathrop Municipal Code (LMC) to Modernize, Simplify, and Streamline Various Sections of Title 17, Zoning Code (TA-22-143)**

**CEQA Status:** **Not a Project as Defined in Section 15378 of the State CEQA Guidelines**

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**RECOMMENDED ACTION:**

The City Council to conduct second reading and adopt Ordinance 22-442 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP ADOPTING VARIOUS AMENDMENTS TO THE LATHROP MUNICIPAL CODE TO MODERNIZE, SIMPLIFY, AND STREAMLINE VARIOUS SECTIONS OF TITLE 17, THE ZONING CODE (TA-22-143)

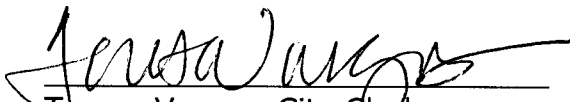
**SUMMARY:**

On November 14, 2022, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

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

The Ordinance will take effect 30 days after adoption.

**SUBMITTED BY:**

  
Teresa Vargas, City Clerk

12/5/22  
Date

**ORDINANCE NO. 22-442**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP ADOPTING VARIOUS AMENDMENTS TO THE LATHROP MUNICIPAL CODE TO MODERNIZE, SIMPLIFY, AND STREAMLINE VARIOUS SECTIONS OF TITLE 17, THE ZONING CODE (TA-22-143)**

**WHEREAS**, the City of Lathrop Planning Commission held a duly noticed public hearing at a regular meeting on October 19, 2022, at which they adopted PC Resolution No. 21-14 recommending City Council adopt Municipal Code Text Amendment No. TA-22-143 pursuant to the Lathrop Municipal Code; and

**WHEREAS**, the City of Lathrop City Council held a duly noticed public hearing at a regular meeting on November 3, 2022 to review and consider Municipal Code Amendment No. TA-22-143; and

**WHEREAS**, the proposed code amendment is Citywide and affects all applicable properties in the City; and

**WHEREAS**, Chapter 17.124 of the Lathrop Municipal Code mandates the transmittal of a Planning Commission recommendation to the City Council by resolution; and

**WHEREAS**, the proposed code amendment is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061 by the "Common Sense Exemption" that CEQA applies only to projects that have a potential for causing a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment; and

**WHEREAS**, the City Council finds that the proposed code amendment is consistent with applicable provisions of the Lathrop General Plan and will implement the City's Economic Development goals by providing streamline procedures, minor clarifications and incorporate updated policies; and

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

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

**NOW, THEREFORE, BE IT ORDAINED** that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby approve Municipal Code Amendments as shown on Attachments "2", "3", "4", "5", "6", "7", and "8", of the staff report dated November 14, 2022, incorporated by reference herein.

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

Section 1. The Lathrop Municipal Code is hereby amended as shown in Attachments "2", "3", "4", "5", "6", "7", and "8" incorporated by reference herein.

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

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

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

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

**THIS ORDINANCE** was introduced at a meeting of the City Council of the City of Lathrop on the 14<sup>th</sup> day of November 2022, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the \_\_\_ day of \_\_\_\_\_ 202\_\_\_, 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 4.6**

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

**ITEM:** **SECOND READING AND ADOPTION OF ORDINANCE 22-443 OF THE CITY COUNCIL OF THE CITY OF LATHROP TO REPEAL AND REPLACE TITLE 15 (“BUILDING AND CONSTRUCTION”) TO INCORPORATE THE 2022 CALIFORNIA BUILDING STANDARDS INTO THE LATHROP MUNICIPAL CODE**

**RECOMMENDATION:** **Waive Full Reading and Adopt Ordinance 22-443 Amending Lathrop Municipal Code Title 15 (Building and Construction) to Incorporate 2022 California Building Standards Code**

**CEQA Status:** **The Proposed Vesting Tentative Subdivision Map is Exempt According to California Environmental Quality Act (CEQA) Article 19 § 15332 Class 32 “In-Fill Development”**

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**RECOMMENDED ACTION:**

The City Council to conduct second reading and adopt Ordinance 22-443 entitled:  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO REPEAL AND REPLACE TITLE 15 (“BUILDING AND CONSTRUCTION”) TO INCORPORATE THE 2022 CALIFORNIA BUILDING STANDARDS INTO THE LATHROP MUNICIPAL CODE

**SUMMARY:**

On November 14, 2022, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

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

The Ordinance will take effect 30 days after adoption.

**SUBMITTED BY:**

  
Teresa Vargas, City Clerk

12/5/22  
Date

**ORDINANCE NO. 22-443**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO REPEAL AND REPLACE TITLE 15 ("BUILDING AND CONSTRUCTION") TO INCORPORATE THE 2022 CALIFORNIA BUILDING STANDARDS INTO THE LATHROP MUNICIPAL CODE**

**EFFECTIVE 2023**

**WHEREAS**, Chapter 4 of Part 2.5 of Division 13 of the California Health and Safety Code, commencing with Section 18935, establishes a process for the California Building Standards Commission to develop, adopt and implement a statewide California Building Standards Code; and

**WHEREAS**, Section 17922 of the California Health and Safety Code provides that such standards shall be adopted by reference except for any additions made by the State Department of Community Development and shall impose substantially the same requirements as uniform codes identified in subdivision (a) of Section 17922; and

**WHEREAS**, subdivision (c) of Section 17922 of the California Health and Safety Code provides that local use zone requirements, local fire zones, building setback, side and rear yard setback requirements and property line requirements are left entirely to local jurisdictions; and

**WHEREAS**, Section 17958 of the California Health and Safety Code provides that any City may change provisions adopted pursuant to Section 17922 if such changes impose the same requirements as those imposed pursuant to Section 17922 after making express findings pursuant to Section 17958.5 and 17958.7 however if a city does not make changes then the California Building Standards Code becomes effective in such city 180 days after publication of the California building Standards Code by the California Building Standards Commission; and

**WHEREAS**, Section 17958.5 of the California Health and Safety Code provides that except for certain noise standards set forth in Section 17922.6, a city may change the requirements of the California Building Standards Code including but not limited to green building standards as it determines are reasonably necessary based on local climatic, geological or topological conditions but only pursuant to Section 17958.7; and

**WHEREAS**, pursuant to Section 17958.7 of the California Health and Safety Code, a city may make such local changes but only if it makes the express findings regarding local climatic, geological and or topographical conditions and files same with the California Building Standards Commission; and

**WHEREAS**, administrative amendments and amendments to provisions not regulating buildings used for human habitation do not require findings; and



**WHEREAS**, this Ordinance contains such findings regarding climatic, geological and or topographical conditions; and

**WHEREAS**, the City Clerk will file this ordinance and findings with the California Building Standard Commission after adoption; and

**WHEREAS**, this ordinance does not require CEQA review because pursuant to subdivision (b) (3) of Section 15061 of the CEQA Guidelines (14 CCR 15061), CEQA applies only to projects which have the potential for causing a significant effect on the environment; and

**WHEREAS**, because it can be seen with certainty that there is no possibility that the adoption of these codes may have a significant effect on the environment, the adoption of the ordinance is not subject to CEQA.

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

**Section 1:**

On January 1, 2023, Chapters 15.00, 15.02, 15.04, 15.06, 15.08, 15.10, 15.12, 15.14, 15.16, 15.18, 15.20, 15.22, 15.24, of the City of Lathrop Municipal Code are hereby repealed in their entirety.

**Section 2:**

On January 1, 2023, Chapters 15.00, 15.02, 15.04, 15.06, 15.08, 15.10, 15.12, 15.14, 15.18, 15.20, 15.22 and 15.24 of the City of Lathrop Municipal Code are adopted to read in full as follows:

One copy of such 2022 California Building Code is on file in the city offices and available for public inspection.

**Chapter 15.00 SCOPE AND ADMINISTRATION Adopted**

15.00.010 Adoption by reference

15.00.020 Application to City

15.00.030 Omissions, amendments, and additions to the 2022 CBC

**15.00.010 Adoption by reference.**

- A. In the "2022 California Building Code (CBC)" (Part 2 of the Title 24 of the California Code of Regulations), Chapter 1, Division II-Scope and Administration is adopted by reference and shall apply to all the 2022 California Building Standards Code and made part of the municipal code of the City of Lathrop as if fully set forth herein.

**15.00.020 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Building Code and Appendices for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

## **15.00.030 Omissions, amendments, and additions to the 2022 CBC**

A. *Section 113 of the 2022 California Building Standards Code (Means of Appeals) as is adopted by the City of Lathrop be amended to read as follows:*

### **Section 113 BOARD OF APPEALS**

- 113.1 **General.** In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application or interpretations of City of Lathrop Municipal Code, Title 15, there shall be and is hereby created a Building Life Safety Appeals Board, hereafter known also as the Local Appeals Board, consisting of members qualified by experience and/or training as set forth in 15.00.130(C) to pass upon matters pertaining to building construction, building service equipment, property maintenance, housing standards and fire regulations and who are not employees of the City. The Building Official shall be an ex officio member and shall act as secretary to the Local Appeals Board relative to appeals for City of Lathrop Municipal Code, Title 15, except as to the Fire Code and the Fire Chief shall be an ex officio member and shall act as secretary to the board relative to appeals for the Fire Code. The Local Appeals Board shall be appointed by the City Manager. The Board may adopt rules of procedure for conducting its business and shall render all decisions in writing to the appellant with a duplicate copy to the Building Official or the Fire Chief as is appropriate. Appeals to the Local Appeals Board shall be processed in accordance with the provisions and procedures contained in Title 15 of this Code.
- 113.2 **Limitations on authority.** An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.
- 113.3 **Qualifications.** The Local Appeals Board shall consist of five individuals, one from each of the following:
- (1) A retired or currently active registered design professional with architectural or structural engineering experience or a builder or superintendent of building construction with at least ten years' experience, five of which shall have been in responsible charge of work.
  - (2) A person with experience in dealing with the disabled community or who has been a community advocate for the disabled community or is a disabled person with a minimum of 5 years' experience in the area of disabled access requirements.
  - (3) A retired or currently active registered design professional with mechanical and plumbing engineering experience or a mechanical contractor or a plumbing contractor with at least ten years' experience, five of which shall have been in responsible charge of work.

- (4) A retired or currently active registered design professional with electrical engineering experience or an electrical contractor with at least ten years' experience, five of which shall have been in responsible charge of work.
  - (5) A retired or currently active registered design professional with fire protection engineering experience or a fire protection contractor with at least ten years' experience, five of which shall have been in responsible charge of work.
- 113.4 **Alternate members.** The governing body shall appoint two alternate members who shall be called by the board chairperson to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.
- 113.5 **Chairperson.** The board shall annually select one of its members to serve as chairperson.
- 113.6 **Disqualification of member.** A member shall not hear an appeal in which that member has a personal, professional or financial interest.
- 113.7 **Appeals.** Any person, firm or corporation may register an appeal with the Local Appeals Board for review of any decision of the Building Official about Title 15, provided that the Appeal is made in writing within 30 days of receipt of notice and is accompanied with the administrative fee specified in the City's fee schedule for an appeal. All appeals where notices declaring structures or equipment "Dangerous" must be submitted within ten (10) days of receipt of notice.
- 113.8 **Conditions.** Any person shall be permitted to appeal a decision of the Building Official or Fire Chief to the Local Appeals Board when it is claimed that any one more of the following conditions exists.
- (1) The true intent of Title 15, as described in those codes has been incorrectly interpreted.
  - (2) A provision in Title 15 does not apply.
  - (3) A decision is arbitrary as it applies to alternatives, new materials or interpretations of this Title 15.
  - (4) Request for appeals action ratification. For the purposes of this chapter, "Request for Ratification" shall mean actions required under California Building Code Division I Section 1.9.1.5. A written request by the Building Official that the Board approve a proposed solution based upon a finding of "unreasonable hardship" as that term is used in Title 24 of the California Code of Regulations.
  - (5) The Board must have approved a Request for Ratification, prior to the approval of plans or issuance of a permit, which requires a finding of unreasonable hardship from an appeal to the Building Official.
  - (6) The Building Official shall place any appeal consisting of a request for ratification to determine an unreasonable hardship on the Board's Agenda in compliance with provisions contained in 15.00.040

113.9 **Decisions.** The Board shall not render any decision allowing a proposed design solution unless, after the hearing, it finds on the basis of substantial evidence that:

- (1) The proposed design is satisfactory and complies with the intent of this chapter; and
- (2) The proposed design meets the requirements of Title 24.
- (3) Board decisions overruling the Building Official's decisions shall require four votes. Board decisions ratifying the Building Official's requests for ratification shall require three (3) votes.
- (4) Should the Board render a decision contrary to that of the Building Official, then the decision of Board shall be deemed the decision of the Building Official or Fire Chief.

113.10 **Decisions Findings and Order.**

- (1) The decision of the Board shall be final and conclusive.
- (2) The findings and order of the Board shall include the following notice:

Notice to Parties:

The time within which judicial review must be sought to review this decision is governed by the provisions of California Code of Civil Procedure Section 1094.6.

## **Chapter 15.02 CALIFORNIA ADMINISTRATIVE CODE ADOPTED**

15.02.010 Title

15.02.020 Adoption by reference

15.02.030 Application to City

### **15.02.010 Title**

This title shall be known and may be cited as the "Lathrop Building Standards Code" or "LBSC." The Lathrop Building Standards Code consists of the California Building Standards Code, as codified in Title 24 of the California Code of Regulations.

### **15.02.020 Adoption by reference.**

The "2022 California Administrative Code" (Part 1 of the Title 24 of the California Code of Regulations) is adopted by reference and made part of the Municipal Code of the City of Lathrop as if fully set forth herein.

### **15.02.030 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Building Code and Appendices for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

**Chapter 15.04 CALIFORNIA BUILDING CODE ADOPTED**

- 15.04.010 Adoption by reference
- 15.04.020 Application to City
- 15.04.030 Local amendments to the 2022 CBC Appendix J

**15.04.010 Adoption by reference.**

- B. The "2022 California Building Code (CBC)" (Part 2 of the Title 24 of the California Code of Regulations) is adopted by reference and made part of the Municipal Code of the City of Lathrop as if fully set forth herein.
- C. Adoption of certain 2022 CBC Appendix Chapters

The following Chapters and Appendix of the 2022 California Building Code are adopted by the City of Lathrop, as amended by section 15.04.030 of this Chapter:

- Appendix J (Grading)
- Appendix H (Signs)

The remaining Appendix's are not adopted

**15.04.020 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Building Code and Appendices for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

**15.04.030 Omissions, amendments, and additions to the 2022 CBC Appendix j**

- A. *Section J101 (General) shall be amended as follows:*

**"J101.1 Scope.** The provisions of this chapter apply to grading, excavation and earthwork construction, including sills and embankments in the City of Lathrop except in Reclamation District 2062. Where conflicts occur between the technical requirements of this chapter and the geotechnical report the geotechnical report shall govern. "

**Chapter 15.06 CALIFORNIA RESIDENTIAL CODE ADOPTED**

- 15.06.010 Adoption by reference
- 15.06.020 Application to City

**15.06.010 Adoption by reference**

- A. The "2022 California Residential Code (CRC)" (Part 2.5 of the Title 24 of the California Code of Regulations) is adopted by reference and made part of the Municipal Code of the City of Lathrop as if fully set forth herein.
- B. Adoption of certain 2022 CRC Appendix Chapters

The following Chapters and Appendix of the 2022 California Residential Code are adopted by the City of Lathrop, as amended by section 15.06.030 of this Chapter:

- Appendix AH (Patio Covers)
- Appendix AJ (Existing Buildings and Structures)
- Appendix AK (Sound Transmission)

The remaining Appendix's are not adopted

### **15.06.020 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Building Code and Appendices for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

### **Chapter 15.08 CALIFORNIA ELECTRICAL CODE ADOPTED**

15.08.010 Adoption by reference

15.08.020 Application to City

#### **15.08.010 Adoption by reference**

The "2022 California Electrical Code (CEC)" (Part 3 of the Title 24 of the California Code of Regulations) is adopted by reference and made part of the Municipal Code of the City of Lathrop as if fully set forth herein.

#### **15.08.020 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Electrical Code for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

### **Chapter 15.10 CALIFORNIA MECHANICAL CODE ADOPTED**

15.10.010 Adoption by reference

15.10.020 Application to City

#### **15.10.010 Adoption by reference.**

The "2022 California Mechanical Code (CMC)" (Part 4 of the Title 24 of the California Code of Regulations) is adopted by reference and made part of the Municipal Code of the City of Lathrop as if fully set forth herein.

#### **15.10.020 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Mechanical Code for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

### **Chapter 15.12 CALIFORNIA PLUMBING CODE ADOPTED**

15.12.010 Adoption by reference

15.12.020 Application to City

**15.12.010 Adoption by reference.**

A. The "2022 California Plumbing Code (CPC)" (Part 5 of the Title 24 of the California Code of Regulations) is adopted by reference and made part of the Municipal Code of the City of Lathrop as if fully set forth herein.

No Appendix's are adopted

**15.12.020 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Plumbing Code and Appendices for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

**Chapter 15.14 CALIFORNIA ENERGY CODE ADOPTED**

15.14.010 Adoption by reference

15.14.020 Application to City

**15.14.010 Adoption by reference.**

A. The "2022 California Energy Code (CEC)" (Part 6 of the Title 24 of the California Code of Regulations) is adopted by reference and made part of the Municipal Code of the City of Lathrop as if fully set forth herein.

**15.12.020 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Energy Code for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

**Chapter 15.18 CALIFORNIA FIRE CODE ADOPTED**

15.18.010 Adoption by reference

15.18.020 Application to City

**15.18.010 Adoption by reference.**

A. The "2022 California Fire Code (CFC)" (Part 9 of the Title 24 of the California Code of Regulations) is adopted by reference and made part of the Municipal Code of the City of Lathrop as if fully set forth herein.

B. Adoption of certain 2022 CFC Appendix Chapters

The following Appendix of the 2022 California Fire Code are adopted by the City of Lathrop, as amended by section 15.12.010 of this Chapter:

- Appendix B (Fire-Flow Requirements For Buildings)
- Appendix C (Fire Hydrant Locations and Distribution)
- Appendix D (Fire Apparatus Access Roads)

The remaining Appendix's are not adopted

**15.18.020 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Fire Code and Appendices for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

**Chapter 15.20 CALIFORNIA EXISTING BUILDING CODE ADOPTED**

15.20.010 Adoption by reference

15.20.020 Application to City

**15.20.010 Adoption by reference.**

- A. The "2022 California Existing Building Code (CEBC)" which includes "California Historical Code" & "California Reference Standards" (Part 8, 10 and 12 of the Title 24 of the California Code of Regulations) is adopted by reference and made part of the Municipal Code of the City of Lathrop as if fully set forth herein.

**15.20.020 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Existing Building Code for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

**Chapter 15.22 CALIFORNIA GREEN BUILDING CODE ADOPTED**

15.22.010 Adoption by reference

15.22.020 Application to City

**15.22.010 Adoption by reference.**

- A. The "2022 California Green Building Code (CGBC)" (Part 11 of the Title 24 of the California Code of Regulations) is adopted by reference and made part of the Municipal Code of the City of Lathrop as if fully set forth herein.

**15.22.020 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Green Building Code for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

**Chapter 15.24 CALIFORNIA HOUSING CODE ADOPTED**

15.24.010 Adoption by reference

15.24.020 Application to City

15.04.030 Omissions, amendments, and additions to the 2021 IPMC



**15.24.010 Adoption by reference.**

- A. The "2021 International Property Maintenance Code (IPMC)" is adopted by reference and made part of the Municipal Code of the City of Lathrop as if fully set forth herein.

**15.24.020 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Housing Code and Appendices for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

**15.24.030 Omissions, amendments, and additions to the 2021 IPMC**

*Chapter 1 Scope and Administration*

*Add: Section [A] 111.10 (Substandard Building). As defined in Health and Safety Code Section 17922.*

*Chapter 2 Definitions*

*Add: Section 202 Substandard Building. As defined in Health and Safety Code Section 17920.3*

**Section 3.** 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 4. Severability.** If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, phrase or clauses thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional or invalidity of any sections, subsection, subdivision, paragraph, sentence, clause or phrase.

**Section 5. Effective Date.** This ordinance shall take effect thirty (30) days after passage thereof.

**Section 6. Publication.** This ordinance shall be published in accordance with the provisions of Government Code Section 36933 of the Government Code.

**THIS ORDINANCE** was introduced at a meeting of the City Council of the City of Lathrop on the 14<sup>th</sup> day of November 2022, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the \_\_\_ day of \_\_\_\_\_ 202\_\_\_, 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

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

- ITEM:** **PROPOSED FISCAL YEAR 2023/24 AND FISCAL YEAR 2024/25 BIENNIAL BUDGET CALENDAR**
- RECOMMENDATION:** **City Council to Consider and Approve the Proposed Fiscal Year 2023/24 and Fiscal Year 2024/25 Biennial Budget Calendar**
- CEQA STATUS:** **Exempt According to California Environmental Quality Act Article § 15061(b)(3), by the “Common Sense Exemption”**
- 

**SUMMARY:**

The City of Lathrop Biennial Budget outlines the City’s spending plan and priorities for the coming fiscal years which run from July 1st to June 30th. There are several key dates leading to the budget adoption that require input from the City Council and City Commissions. Coordination is needed to make sure processes move forward as planned, prevent confusion and misinformation, and ensure appropriate stakeholders are involved. With that in mind, Staff proposes the following key dates:

- April 2023, Parks and Recreation Commission reviews Parks Budgets
- April 2023, Planning Commission reviews CIP’s for conformity with General Plan
- May 2023, Council sets a Public hearing for Maintenance Districts
- May 2023, Council reviews and prioritizes Capital Improvement Projects (CIP’s)
- June 5 through 7, 2023, Council holds budget meetings to review and adopt Proposed Fiscal Year 2023/24 and Fiscal Year 2024/25 Biennial Budget
- June 2023, Council holds a public hearing on the Maintenance Districts

Staff request that City Council consider approval of the Biennial Budget Calendar (Attachment A) outlining key dates to guide the development of the City’s Fiscal Year 2023/24 and Fiscal Year 2024/25 Budget.

**BACKGROUND:**

Every other year, the City Council is required to adopt a biennial budget and accompanying documents before the July 1 start of the new fiscal year. The City of Lathrop Biennial Budget outlines the City’s spending plan and priorities for the coming fiscal years which run from July 1st to June 30th. The City’s budget is developed in conjunction with the Council, Stakeholders, City Manager, and all City departments. The budget is then reviewed and approved by City Council. The result is a budget that reflects the community's highest priorities.

**CITY MANAGER’S REPORT** **Page 2**  
**DECEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**PROPOSED FISCAL YEAR 2023/24 AND FISCAL YEAR 2024/25 BIENNIAL**  
**BUDGET CALENDAR**

Preparation of the budget is coordinated by the Finance Department in collaboration with each City department. The budget process spans about six months, beginning in January to ensure a budget is in place by July 1<sup>st</sup>. As recommended by the National Advisory Council on State and Local Budgeting (NACSLB), the City develops a budget calendar with key dates, budget tasks, and events to prevent misinformation and to ensure stakeholder participation.

The proposed Fiscal Year 2023/24 and Fiscal Year 2024/25 Biennial Budget Calendar is provided in Attachment A. Some of the major budget activities are summarized on the timetable below.

<b>BUDGET ACTIVITY</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>
Finance provides guidelines and training	→					
Finance prepares target budget info and personnel costs to departments	→	→				
Department’s prepare and submit revenue projections		→	→	→		
Department’s prepare and submit expenses (Including Measure C expenses)			→	→		
Citizen input at public meetings			→	→	→	
City Manager reviews Department requests				→	→	
City Manager & Departments present proposed biennial budget to Council at public meeting						→
City Council adopts Biennial Budget						→

**REASON FOR RECOMMENDATION:**

Staff recommends approval of the attached Biennial Budget Calendar to ensure all departments and stakeholders are embracing key budget tasks, events, and decisions. This allows everyone to have an opportunity to plan and participate in the budget development process. Additionally, a calendar will facilitate the preparation and approval of a budget before the start of the new fiscal year beginning July 1, 2023.

**ATTACHMENTS:**

- A.** Proposed Fiscal Year 2023/24 and Fiscal Year 2024/25 Biennial Budget Calendar

**CITY MANAGER'S REPORT**  
**DECEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**PROPOSED FISCAL YEAR 2023/24 AND FISCAL YEAR 2024/25 BIENNIAL**  
**BUDGET CALENDAR**

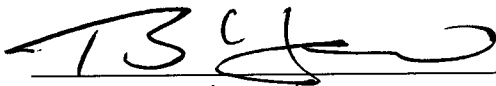
**APPROVALS:**



Sandra Frias  
Sr. Management Analyst

12/1/22

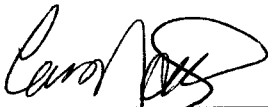
Date



Thomas Hedegard  
Deputy Finance Director

12-1-2022

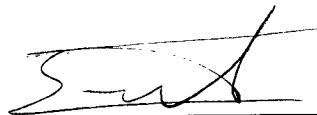
Date



Cari James  
Director of Finance

12/1/2022

Date



Salvador Navarrete  
City Attorney

12-1-2022

Date



Stephen J. Salvatore  
City Manager

12.1.22

Date

**City of Lathrop**  
**Fiscal Year 2023/24 and Fiscal Year 2024/25**  
**Biennial Budget Calendar**

January 2023							February 2023							March 2023							April 2023						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
1	2	3	4	5	6	7				1	2	3	4				1	2	3	4							1
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22
29	30	31					26	27	28					26	27	28	29	30	31		23	24	25	26	27	28	29
																					30						

City Council Meeting  
 Holiday

Date	Action
Dec 2022	Finance Office is responsible for providing departments with information necessary to prepare their budget request.
Jan 2023	Measure C Community Oversight Committee Meeting.
Mar 2023	Finance presents Mid-Year Budget Amendments for FY 2022/23 for City Council consideration.
Mar 2023	Departments prepare and submit maintenance district budgets.
Apr 2023	Parks and Recreation Commission review Recreation's budget requests.
Apr 2023	Finance reviews departments budget requests and prepares a Draft Preliminary Biennial Budget for the City Manager's review. (Including Measure C Expenses)
Apr 2023	City Manager meets with departments and reviews budget request.
Apr 2023	Planning Commission reviews proposed Capital Improvement Projects for conformity to the General Plan.
Apr 2023	Notice of Public Hearing (June 12, 2023) sent to all property owners within district boundaries.
Apr 2023	City Clerk publishes the Notice of Public Hearing for Capital Improvement Projects.

**City of Lathrop**  
**Fiscal Year 2023/2024 and Fiscal Year 2024/25**  
**Biennial Budget Calendar**

April 2023							May 2023							June 2023							July 2023						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
						1		1	2	3	4	5	6					1	2	3							1
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16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	23	24	25	26	27	28	29	
30																					30	31					

City Council Meeting  
 Holiday

Date	Responsible Party	Action
May 2023		City Clerk publishes the 1st Notice of Public Hearing for District Budgets.
May 2023		City Council receives preliminary engineer reports for maintenance districts, adopts resolution of intent to levy, and sets the date of the Public Hearing ( June 12, 2023)
May 2023		City Council reviews and prioritizes proposed Capital Improvement Projects.
May 2023		Finance prepared and prints the Fiscal Year 2023/24 and Fiscal Year 2024/25 Preliminary Biennial Budget.
June 5, 2023 thru June 7, 2023		Budget Meetings: City Council reviews and Adopts Final Biennial Budget for FY2023/24 and FY 2024/25.
Jun 2023		City Clerk publishes the 2nd Notice of Public Hearing for District Budgets.
Jun 2023		City Council holds a Public Hearing - Ordering the Levy and Collection of Assessments.
Jun 2023		Fiscal Year 2023/24 and Fiscal Year 2024/25 Preliminary Biennial Budget delivered to City Council and made available to the public.
Aug 2023		Finance prepares and prints Adopted Biennial Budget.
Sep 2023		Fiscal Year 2022/23 Year-End Report with potential amendments to Biennial Budget Year-1
Mar 2024		Fiscal Year 2023/24 Mid-Year Report with potential amendments to Biennial Budget Year-2

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## ITEM 4.8

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

<b>ITEM:</b>	<b>AUTHORIZE POSTPONEMENT OF DELINQUENT UTILITY TURN OFFS</b>
<b>RECOMMENDATION:</b>	<b>Adopt a Resolution Approving the Suspension of Service Disconnections for Delinquent Accounts Scheduled on December 14, 2022</b>
<b>CEQA STATUS:</b>	<b>Exempt According to California Environmental Quality Act Article § 15061(b)(3), by the "Common Sense Exemption"</b>

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#### **SUMMARY:**

Since 1996, Council has suspended utility service disconnections during the month of December. As in years past, Council can authorize staff to forgo utility disconnections to residents scheduled for December 14, 2022. The City will still assess a 10% late fee to all accounts with balances not paid by December 31, 2022.

#### **BACKGROUND:**

The Finance Department produces monthly utility invoices for its water and wastewater customers. The cycle of the utility bills is as follows:

- **Invoice Production:** Utility invoices are created and mailed to City residents at the beginning of each month. Utility invoice payments are due by the 25<sup>th</sup> of each month. A 10% penalty fee is assessed to all outstanding accounts on the last working day of the month.
- **10-Day Notice:** 10-Day notices are sent to City residents ten (10) days before the disconnection date for all accounts with an outstanding balance more than 60 days past due. 10-Day Notices inform the resident that their account is subject to disconnection.
- **48 Hour IVR Phone Campaign:** An automated phone call is made to notify the residents of the pending disconnection if payment is not received in the 48-hour timeframe. Multiple options are given to residents to submit payment or make payment arrangements.
- **Disconnection:** Accounts with past due balances after the 10-Day Notice deadline are subject to disconnection. Disconnected accounts are assessed a \$60 reconnection fee.

The City's process for utility service disconnections is in compliance with Senate Bill 998, the State of California's mandated process for discontinuation of residential water service. The State legislature has enacted Senate Bill 998 ("SB 998") known as the Water Shut Off Protection Act. It is intended to help residential water users who lose access to water service due to their inability to pay. It requires procedural

**CITY MANAGER'S REPORT  
DECEMBER 12, 2022 CITY COUNCIL REGULAR MEETING  
UTILITY TURN OFFS FOR DECEMBER 2022**

protections before residential water service can be discontinued for non-payment. The City's SB 998 policy can be found on the City's website in seven languages. The policy is currently available in English, Chinese, Korean, Punjabi, Spanish, Tagalog and Vietnamese. Any account disconnected for non-payment is assessed a \$60 reconnection fee to cover the staff costs associated with this process.

Suspension of turn-offs in the month of December may increase account delinquency and potentially increase the amount of uncollectible accounts written-off (referred to a collections agency) at the end of the fiscal year. Instead of disconnecting unpaid accounts in mid-December through the turn-off process, unpaid accounts are not disconnected until mid-January.

If Council decides to suspend turn offs in the month of December, the service reconnection charges would not be assessed. However, the City will still apply a 10% late fee to all delinquent accounts if their balance is not paid by December 31, 2022.

**REASON FOR RECOMMENDATION:**

Interruptions of essential City services such as water service due to non-payment can be disruptive during the holidays. Therefore, Council may decide to suspend service disconnections during the month of December. This action has been approved by Council since 1996.

**FISCAL IMPACT:**

Suspension of turn-offs in the month of December has fiscal impacts, as noted below:

- Potentially increases the number of customers who fail to pay their bills timely.
- Service reconnection charges would not be assessed or collected.
- Increases the likelihood of having a higher number of unpaid accounts referred to collections.

**ATTACHMENTS:**


- A. Adopt a Resolution to Allow Suspension of Service Disconnections for Delinquent Accounts Scheduled on December 14, 2022.

**CITY MANAGER'S REPORT  
DECEMBER 12, 2022 CITY COUNCIL REGULAR MEETING  
UTILITY TURN OFFS FOR DECEMBER 2022**


**APPROVALS:**

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

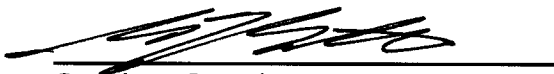
11-30-2022  
Date

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

11/30/2022  
Date

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

12-1-2022  
Date

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

12.1.22  
Date

**RESOLUTION NO. 22-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO  
SUSPEND SERVICE DISCONNECTIONS FOR DELINQUENT ACCOUNTS  
SCHEDULED ON DECEMBER 14, 2022**

**WHEREAS**, since 1996, the City has allowed utility services to remain uninterrupted during the month of December for all utility accounts, including delinquent accounts; and

**WHEREAS**, the City's process for utility service disconnections is in compliance with Senate Bill 998, the State of California's mandated process for discontinuation of residential water service; and

**WHEREAS** the City's SB 998 policy can be found on the City's website in seven languages. The policy is currently available in English, Chinese, Korean, Punjabi, Spanish, Tagalog and Vietnamese; and

**WHEREAS**, the fee to reconnect water service after disconnection for non-payment is \$60 to cover the staff costs associated with this process; and

**WHEREAS**, the City will still apply a 10% late fee to all delinquent accounts if their balance is not paid by December 31, 2022;

**NOW, THEREFORE, BE IT RESOLVED** that this City Council does hereby authorize the extension for all delinquent accounts scheduled for turn off on December 14, 2022.

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

AYES:

NOES:

ABSTAIN:

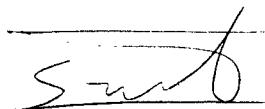
ABSENT:

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Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:



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Teresa Vargas, City Clerk

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Salvador Navarrete, City Attorney

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## ITEM 4.9

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

**ITEM:** **AUTHORIZE A GRANT APPLICATION WITH DWR TO OBTAIN FUNDING FOR THE AQUIFER STORAGE AND RECOVERY, CIP PW 22-36**

**RECOMMENDATION:** **Adopt Resolution Authorizing a Grant Application, Acceptance and Execution with the Department of Water Resources for the Aquifer Storage and Recovery, CIP PW 22-36**

**CEQA STATUS:** **Staff has determined the CEQA status for the project to date as exempt according to California Environmental Quality Act Article 18 §15262, "Feasibility and Planning Studies".**

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#### **SUMMARY:**

On January 10, 2022 Council approved the creation of Capital Improvement Project (CIP) PW 22-36 Aquifer Storage and Recovery and a Professional Services Agreement with Carollo Engineers, Inc. (Carollo) to complete the engineering feasibility study and preliminary design for the project. Aquifer Storage and Recovery (ASR) is a water resources management technique for actively storing water underground during wet periods for recovery when needed. The injection and extraction of water is done using a well and is permitted through the State Water Board.

This project may be eligible for grant funding through the 2022 Urban Community Drought Relief Grant Program (UCDRGP), administered by the Department of Water Resources (DWR). Staff requests Council adopt a resolution authorizing the grant application, acceptance, and execution which staff intends to submit to DWR before the application deadline on January 31, 2023.

#### **BACKGROUND:**

The City's drinking water comes from two sources, local groundwater and surface water purchased from the South San Joaquin Irrigation District (SSJID). The City's water supply historically has been reliable and staff has taken the necessary steps to plan for future growth and the corresponding water needs. An ASR project allows for improved reliability of the City's water supplies by pumping and storing surface water purchased from the SSJID during wet seasons into the ground for subsequent recovery and use during dry seasons, times of drought, or water supply shortage.

On January 10, 2022 Council approved the creation of CIP PW 22-36 Aquifer Storage and Recovery and a Professional Services Agreement with Carollo Engineers, Inc. (Carollo) to complete the engineering feasibility study and preliminary design for the project.

**CITY MANAGER'S REPORT** **PAGE 2**  
**DECEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**AUTHORIZE A GRANT APPLICATION WITH DWR TO OBTAIN FUNDING FOR**  
**THE AQUIFER STORAGE AND RECOVERY, CIP PW 22-36**

Carollo is nearing completion of the project feasibility study which is anticipated to be submitted to staff for review in December, 2022. Preliminary results indicate the project site conditions are favorable for the proposed ASR well, with the preliminary estimated total project cost to be around \$6 million dollars.

This project may be eligible for grant funding through the 2022 Urban Community Drought Relief Grant Program (UCDRGP), administered by the Department of Water Resources (DWR). The grant application guidelines recommend that, if possible, the grant application should include a resolution adopted by the applicant's governing body authorizing the application for a grant under this program that designates a representative (e.g. the City Manager) to sign the application, and in the event of an award of grant funds, a representative to execute the funding agreement and all necessary documentation.

**REASON FOR RECOMMENDATION:**

In accordance with the DWR grant application guidelines, Staff requests Council to adopt a resolution authorizing the grant application, acceptance, and execution which staff intends to submit to DWR before the application deadline on January 31, 2023.

**CEQA STATUS:**

Staff has determined the CEQA status for the project to date as exempt according to California Environmental Quality Act Article 18 §15262, "Feasibility and Planning Studies".

**FISCAL IMPACT:**

There is no immediate fiscal impact on submitting the grant application. The grant guidelines indicate that there is a minimum award amount of \$3 million per applicant and a 25% local cost share. If DWR awards the grant, staff will bring a request for funding authorization for the local cost share back to Council for approval prior to executing the grant agreement.


**ATTACHMENTS:**

- A. Resolution Authorizing a Grant Application, Acceptance and Execution with the Department of Water Resources for the Aquifer Storage and Recovery, CIP PW 22-36

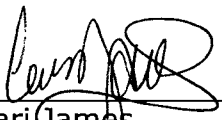


**CITY MANAGER'S REPORT** **PAGE 3**  
**DECEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**AUTHORIZE A GRANT APPLICATION WITH DWR TO OBTAIN FUNDING FOR**  
**THE AQUIFER STORAGE AND RECOVERY, CIP PW 22-36**

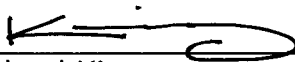
**APPROVALS:**

  
\_\_\_\_\_  
Greg Gibson  
Senior Civil Engineer

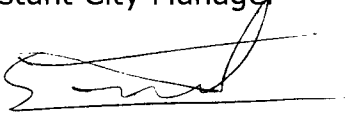
11/29/2022  
Date

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

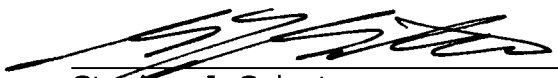
11/30/2022  
Date

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

11.29.2022  
Date

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

11-29-2022  
Date

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

12.1.22  
Date

## **RESOLUTION NO. 22-**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING A GRANT APPLICATION, ACCEPTANCE AND EXECUTION WITH THE DEPARTMENT OF WATER RESOURCES FOR THE AQUIFER STORAGE AND RECOVERY, CIP PW 22-36**

**WHEREAS**, on January 10, 2022 Council approved the creation of Capital Improvement Project (CIP) PW 22-36 Aquifer Storage and Recovery and a Professional Services Agreement with Carollo Engineers, Inc. (Carollo) to complete the engineering feasibility study and preliminary design for the project; and

**WHEREAS**, the City of Lathrop has the legal authority and is authorized to enter into a funding agreement with the State of California; and

**WHEREAS**, Aquifer Storage and Recovery (ASR) is a water resources management technique for actively storing water underground during wet periods for recovery when needed; and

**WHEREAS**, this project may be eligible for grant funding through the 2022 Urban Community Drought Relief Grant Program (UCDRGP), administered by the Department of Water Resources (DWR); and

**WHEREAS**, the City intends to apply for grant funding from the California DWR for CIP PW 22-36 Aquifer Storage and Recovery project; and

**WHEREAS**, the CEQA Status for this project to date has been determined by staff to be exempt according to California Environmental Quality Act Article 18 §15262, "Feasibility and Planning Studies".

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lathrop as follows:

1. That pursuant and subject to all the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, Section 80) as amended (Stats. 2022, ch. 44, Section 25), the City of Lathrop's City Manager, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions necessary or appropriate to obtain grant funding.
2. The City of Lathrop's City Manager, or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The City of Lathrop's City Manager, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.
4. The City Council of the City of Lathrop hereby determines this action is exempt according to California Environmental Quality Act Article 18 §15262, "Feasibility and Planning Studies".

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

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## ITEM 4.10

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

**ITEM:** **AWARD CONSTRUCTION CONTRACT TO TIM PAXIN'S PACIFIC EXCAVATION INC. DBA PACIFIC EXCAVATION FOR THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS AT 17 INTERSECTIONS WITHIN THE CITY, CIP PS 23-01**

**RECOMMENDATION:** **Adopt Resolution Awarding a Construction Contract to Tim Paxin's Pacific Excavation Inc. dba Pacific Excavation for the Installation of Traffic Signal Network Cabinets at 17 Intersections within the City, CIP PS 23-01**

**CEQA STATUS:** **The project is exempt according to the California Environmental Quality Act (CEQA) Article 19, § 15302 Class 2 (C) "Replacement or Reconstruction".**

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#### **SUMMARY:**

On July 11, 2022, Council approved the creation of Capital Improvement Project (CIP) PS 23-01 for City-Wide Traffic Systems and Safety Upgrades Project for various upgrades that will maintain and improve the reliability, safety and function of various traffic control devices. CIP PS 23-01 included the installation of 17 new City provided (NEMA 3) traffic signal network cabinets for various traffic intersections throughout the City to provide City network connection at the major intersections. The new traffic signal network cabinets will house the equipment necessary to connect the intersection cameras, traffic signal controller, and Iteris detection systems to the City's network for monitoring, maintenance and optimization.

The bid solicitation package for the installation of the Project was advertised on November 17, 2022, in accordance with Informal Bidding Procedures in CA PCC 22034 (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 December 5, 2022. Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be Tim Paxin's Pacific Excavation Inc. dba Pacific Excavation (Pacific Excavation Inc).

Staff is requesting City Council award a construction contract to Pacific Excavation Inc. for the installation of 17 new traffic signal network cabinets in the amount of \$135,825 associated with CIP PS 23-01. Staff also requests City Council authorize a 15% construction contingency of \$20,374 for a total cost not to exceed \$156,199. Sufficient funds have been allocated in the FY 22/23 approved budget.

**CITY MANAGER’S REPORT** **PAGE 2**  
**DECEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**AWARD CONSTRUCTION CONTRACT TO TIM PAXIN’S PACIFIC EXCAVATION INC. DBA PACIFIC EXCAVATION FOR THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS AT 17 INTERSECTIONS WITHIN THE CITY, CIP PS 23-01**

**BACKGROUND:**

In July 2022, Council approved the creation of CIP PS 23-01 City-Wide Traffic Systems and Safety Upgrades Project for various upgrades that will improve the reliability, safety and function of various traffic control devices in the City.

On October 10, 2022, Council approved the purchase of 12 Iteris Vantage Next Vector detection systems that will improve the function of the City’s traffic signals, which included a budget amendment to fund the project in the FY 22/23 budget.

Staff is requesting City Council award a construction contract to Pacific Excavation Inc. for the installation of 17 new traffic signal network cabinets in the amount of \$135,825 associated with CIP PS 23-01. Staff also requests City Council authorize a 15% construction contingency of \$20,374 for a total cost not to exceed \$156,199. Sufficient funds have been allocated in the FY 22/23 approved budget.

The Project consists of the following:

- Constructing 15 concrete slab foundations to anchor the new traffic signal network cabinets
- Installing 17 total new traffic signal network cabinets (2 slabs are existing)
- Adding a new 120v 20-amp circuit into 2” conduit to existing Tesco power pedestal
- Routing 3” conduit from the traffic signal network cabinet to existing Traffic Control Cabinet
- Installing fixtures in new traffic signal network cabinet to prepare for the fiber optic network components

City staff prepared the plans and technical specifications. The informal bid solicitation package for the construction of the Project was advertised on November 17, 2022 in accordance with Informal Bidding Procedures in CA PCC 22034 and LMC 3.30.060 and 3.30.070.

The bid results are summarized in Table 1 below:

**Table 1: Summary of Bid Results**

<b>Contractor</b>	<b>Total Bid</b>
Pacific Excavation Inc.	\$135,825
Bockmon & Woody Inc.	\$227,540
Tennyson Electric Inc.	\$335,840

**CITY MANAGER’S REPORT** **PAGE 3**  
**DECEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**AWARD CONSTRUCTION CONTRACT TO TIM PAXIN’S PACIFIC EXCAVATION**  
**INC. DBA PACIFIC EXCAVATION FOR THE INSTALLATION OF TRAFFIC**  
**SIGNAL NETWORK CABINETS AT 17 INTERSECTIONS WITHIN THE CITY, CIP**  
**PS 23-01**

Staff reviewed and evaluated the bids, and determined that the lowest responsive and responsible bidder is Pacific Excavation Inc. Staff requests City Council adopt a resolution awarding a construction contract to Pacific Excavation Inc. for \$135,825. Staff also request City Council authorize a 15% construction contingency of \$20,374, and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$156,199.

**REASON FOR RECOMMENDATION:**

The proposed traffic signal network cabinet installation will advance CIP PS 23-01, City-Wide Traffic Systems and Safety Upgrades Project, and improve the reliability, safety and function of various traffic control devices.

**CEQA STATUS:**

The project is exempt according to the California Environmental Quality Act (CEQA) Article 19, § 15302 Class 2 (C) "Replacement or Reconstruction".

**FISCAL IMPACT:**

Staff requests City Council award a construction contract to Pacific Excavation Inc. for \$135,825 and authorize a 15% construction contingency of \$20,374 for a total cost not to exceed \$156,199. Sufficient funds were included in the adopted Fiscal Year 22/23 budget to fund the construction of the Project.

**ATTACHMENTS:**


- A. Resolution Awarding a Construction Contract to Tim Paxin’s Pacific Excavation Inc. dba Pacific Excavation for the Installation of Traffic Signal Network Cabinets at 17 Intersections within the City, CIP PS 23-01
- B. Construction Contract to Tim Paxin’s Pacific Excavation Inc. dba Pacific Excavation for the Traffic Systems and Fiber Box Installation – CIP PS 23-01

**CITY MANAGER'S REPORT**  
**DECEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**AWARD CONSTRUCTION CONTRACT TO TIM PAXIN'S PACIFIC EXCAVATION**  
**INC. DBA PACIFIC EXCAVATION FOR THE INSTALLATION OF TRAFFIC**  
**SIGNAL NETWORK CABINETS AT 17 INTERSECTIONS WITHIN THE CITY, CIP**  
**PS 23-01**

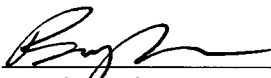
**APPROVALS:**

  
\_\_\_\_\_  
Carlos Carrillo  
Management Analyst II

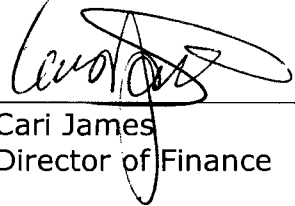
12/05/2022  
Date

  
\_\_\_\_\_  
Ken Reed  
Senior Construction Manager


12-5-22  
Date

  
\_\_\_\_\_  
Brad Taylor  
City Engineer

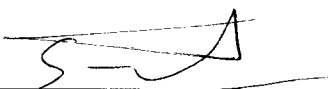
12/5/2022  
Date

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

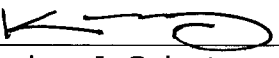
12/3/2022  
Date

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

12.5.2022  
Date

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

12-5-2022  
Date

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

12.5.2022  
Date



**RESOLUTION NO. 22-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A CONSTRUCTION CONTRACT TO TIM PAXIN'S PACIFIC EXCAVATION INC. DBA PACIFIC EXCAVATION FOR THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS AT 17 INTERSECTIONS WITHIN THE CITY, CIP PS 23-01**

**WHEREAS**, on July 11, 2022, City Council approved the creation of Capital Improvement Project (CIP) PS 23-01 for City-Wide Systems and Safety Upgrades to maintain and improve reliability, safety and function of various traffic control devices in the City; and

**WHEREAS**, CIP PS 23-01 included the installation of 17 new City provided (NEMA 3) traffic signal network cabinets for various traffic intersections throughout the City to provide City network connection at the major intersections. The new traffic signal network cabinets will house the equipment necessary to connect the intersection cameras, traffic signal controller and Iteris detection systems to the City's network for monitoring, maintenance and optimization; and

**WHEREAS**, City staff prepared and distributed the plans and technical specifications for informal bid solicitation on November 17, 2022 in accordance with Informal Bidding Procedures in CA PCC 22034 (California Uniform Public Construction Cost Accounting Act) and Lathrop Municipal Code (LMC) 3.30.060 and 3.30.070; and

**WHEREAS**, a total of three (3) bids were received and opened by Public Works on December 5, 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. with a bid of \$135,825; and

**WHEREAS**, staff requests City Council award a construction contract to Pacific Excavation Inc. in the amount of \$135,825 for the Installation of Traffic Signal Network Cabinets; and

**WHEREAS**, staff also requests Council authorize a 15% construction contingency in the amount of \$20,374 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$156,199; and

**WHEREAS**, sufficient funds were included in the adopted Fiscal Year 22/23 budget for CIP PS 23-01 to fund the construction; and

**WHEREAS**, the project is exempt according to the California Environmental Quality Act (CEQA) Article 19, § 15302 Class 2 "Replacement or Reconstruction".

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop hereby awards a construction contract to Tim Paxin's Pacific Excavation Inc. dba Pacific Excavation for the Installation of Traffic Signal Network Cabinets CIP PS 23-01 for a cost of \$135,825; 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 \$20,374 for a total cost not to exceed \$156,199 for the construction of the Project and authorizes staff to spend up to this amount as necessary to accomplish the goals of the Project; and

**BE IT FURTHER RESOLVED,** the award of a construction contract to Pacific Excavation Inc. for the Installation of Traffic Signal Network cabinets CIP PS 23-01, is exempt according to the California Environmental Quality Act (CEQA) Article 19, § 15302 Class 2 "Replacement or Reconstruction".

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

THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS CIP PS 23-01  
CUPCCAA INFORMAL BID SOLICITATION

CONTRACT

## CONTRACT

This Contract, dated **December 12, 2022**, is entered into by and between the City of Lathrop, a municipal corporation of the State of California (City), and **Tim Paxin's Pacific Excavation Inc. dba Pacific Excavation** (Contractor), whose Taxpayer Identification Number is \_\_\_\_\_.

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

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. General Scope of Project and Work. Construction Documents for the **INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS CIP PS 23-01 (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 pouring of 15 concrete pedestals (36"x 24"), and installation of 17 city provided (36"H x 30"W x 18"D) Traffic Systems and Fiber Boxes to concrete pedestals, new 2" conduit and new 120v 20 amp circuit from existing power pedestal to installed Traffic Systems and Fiber Boxes, 3" conduit from new box to existing Traffic Signal cabinet; and any task necessary to accomplish the aforementioned tasks.

The work shall be **completed within 45 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:** **\$ 135,825** (One hundred Thirty-Five Thousand Eight Hundred Twenty Five and No/Cents)

3. Construction Documents. This Contract shall include the Construction Documents which are on file with the Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, certification of insurance, workers compensation certification, and guaranty) and the Bid Documents submitted by Pacific Excavation Inc. on December 5, 2022.

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## SECTION 00500

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

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

## SECTION 00500

THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS CIP PS 23-01  
CUPCCAA INFORMAL BID SOLICITATION

CONTRACT

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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## SECTION 00500

- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

### **Certified Payroll Records**

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

## SECTION 00500

same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

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



## SECTION 00500

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 pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;

## SECTION 00500

THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS CIP PS 23-01  
CUPCCAA INFORMAL BID SOLICITATION

CONTRACT

- (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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SECTION 00500

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

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

PHONE: (209) 941-7363  
FAX: (209) 941-7449  
ATTN: Senior Construction Manager

To Contractor: Tim Paxin's Pacific  
Excavation Inc. dba Pacific Excavation

Phone: (916) 686-2800

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 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.

## SECTION 00500

THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS CIP PS 23-01  
CUPCCAA INFORMAL BID SOLICITATION

CONTRACT

- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

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## SECTION 00500

THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS CIP PS 23-01  
CUPCCAA INFORMAL BID SOLICITATION

CONTRACT

- (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:

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**SECTION 00500**

**THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS CIP PS 23-01  
CUPCCAA INFORMAL BID SOLICITATION**

**CONTRACT**

**EXHIBIT A: Contractor's Submitted Bid Packet**

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

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

**CONTRACTOR:**


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF LATHROP**

**APPROVED AS TO FORM:**

By:  \_\_\_\_\_

Salvador Navarrete, City Attorney

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_

Michael King, Assistant City Manager

**APPROVED:**

By: \_\_\_\_\_

Stephen J. Salvatore, City Manager

**(END OF SECTION)**

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THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS CIP PS 23-01

CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

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**BID PROPOSAL FORMS**

TO: City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

ATTENTION: Public Works Department

FOR: **THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS CIP PS 23-01**

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 total price of the bid. The City of Lathrop reserves the right to award only the work contemplated by the bid or none of the work.

**SECTION 00300**

THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS CIP PS 23-01

CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

**THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS CIP PS 23-01**

**BID SCHEDULE**

<b>BID ITEM</b>	<b>DESCRIPTION</b>	<b>QUAN TITY</b>	<b>UNITS</b>	<b>UNIT PRICE</b>	<b>EXTENDED TOTAL</b>
1	Mobilization @ 17 locations	1	LS	12,750.00	12,750.00
2	Traffic Control / Pedestrian Detour/ 17 locations	1	LS	8,500.00	8,500.00
3	Provide ESCP	1	LS	2,500.00	2,500.00
4	Concrete foundations 3000 psi (36"W x 24"D) @ 6" thickness/	13	EA <del>LS</del>	500.00	6,500.00
5 A	Concrete Pedestal 3000 psi (36"W x 12 "H x 18"D)	15	EA <del>LS</del>	1,250.00	18,750.00
5	Install City-Provided NEMA 3 Cabinet 36h x 30w x 18d	17	EA	400.00	6,800.00
6	Supply and Install Cabinet Cooling fan	17	EA	500.00	8,500.00
7	Supply and Install 120v 20A single phase Breaker	17	EA	175.00	2,975.00
8	Supply and Install 120v 20A GFI Receptacle	17	EA	250.00	4,250.00
9	Supply and Install Common, Ground Bus Bar	17	EA	250.00	4,250.00

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**SECTION 00300**

**THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS CIP PS 23-01**

**CUPCCAA INFORMAL BID SOLICITATION**

**BID PROPOSAL FORMS**

10	Supply and Install Ground Rod 8'	17	EA	250.00	4,250.00
11	2" Conduit run/ LB Type support from Tesco Power Pedestal to new box	150	LF	210.00	31,500.00
12	3" Conduit run/ LB Type support from new box to existing TS controller.	150	LF	275.00	41,250.00
13	Supply and Install 120v 10 THWN (B) (W) (G) wiring from Pedestal to new cabinet	100	LF	30.00	3,000.00
14	Irrigation Control Modifications 15 Locations	1	LS	3,800.00	3,800.00
15					

**TOTAL BID: \$** 135,825.00

**TOTAL BID IN WORDS:** One Hundred Thirty Five Thousand Eight Hundred Twenty Five and No/Cents

SECTION 00300

THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS CIP PS 23-01

CUPCAA INFORMAL BID SOLICITATION

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: 11/21/22

(6) List 5 projects of a nature similar to this project:


Project	Contract Price	Name, Address and Telephone Number of Owner
<u>See Attached</u>		

## Experience Statement



Owner / General:	Project:	Amount:
City of Turlock 156 S Broadway #150 Turlock, Ca 95380 (209)668-5599	West Main & West Avenue Signal Improvements  Randy Jones	\$352,084.00 Completed 1-2020
City of Sacramento 915 I Street, Rm 2000 Sac., Ca 95814 (916) 808-8300	HSIP Advanced Dilema T/S Detection System  Kalieb Haile	\$325,986.00 Completed 11-2019
City of Sacramento 915 I Street Rm 2000 Sac., Ca 95814 (916) 808-8300	Midtown Street Lighting Ph 3  John Matoba	\$398,264.00 Completed 3-2020
City of Sacramento 915 I Street Rm 2000 Sac., Ca 95814 (916) 808-8300	HSIP Hybrid Beacons Ped Signals  Bob Lorusso	\$1,568,062.86 Completed 12-2020
City of Turlock 156 S Broadway #150 Turlock, Ca 95380 (209) 668-5599	Tully & Tuolumne Imp Traffic Signal  Randy Jones	\$467,801.00 Completed 10-2021
Saybrook 303 Twin Dolphins Dr 600 Redwood City , Ca 94065 (650) 632-4522	GVP & Stanford Traffic Signal  Jeff Wilson/Ben Navarro	\$448,366.00 Completed 9-2021

All projects above were completed on time with no liquated damages, claims, lawsuits or stop notices

  
 Prescilla Gastelum  
 Corporate Secretary

12.1-22  
 Date

9796 Kent Street  
 Elk Grove, Ca 95624  
 916-686-2800

**SECTION 00300**

**THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS CIP PS 23-01**

**CUPCAA INFORMAL BID SOLICITATION**

**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. _____	_____	_____	_____

Note: Attach additional sheets if required.

SECTION 00300

THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS CIP PS 23-01

CUPCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

ADDENDA

Bidder acknowledges receipt of the following addendum (addenda):

1


Respectfully submitted,

Tim Paxin's Pacific Excavation, Inc.  
dba Pacific Excavation

12.1.22

Dated

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.

Tim Paxin - President - Elk Grove, CA. 95624

Jim Paxin - V. President - Elk Grove, CA. 95624

Prescilla Gastelum - Corp. Secretary - Elk Grove, CA. 95624

**SECTION 00300**

**THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS CIP PS 23-01**

**CUPCCAA INFORMAL BID SOLICITATION**

**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 Public Works Department, 390 Towne Centre Drive, Lathrop, CA: **THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS, CIP PS 23-01**

**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.

SECTION 00300

THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS CIP PS 23-01


CUPCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

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IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 21 day  
of Nov., 2022.

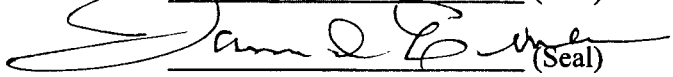
Tim Paxin's Pacific Excavation, Inc. (Seal)

 (Seal)

Address: \_\_\_\_\_

9796 Kent St., Elk Grove, CA. 95624

Great American Insurance Company (Seal)

 (Seal)

James D. Einerson, Attorney-in-Fact

Address: \_\_\_\_\_

301 E. 4th Street, Cincinnati, Ohio 45202

NOTE: Signatures of those executing for the surety must be properly acknowledged.

00300-8

# 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 NOVEMBER 21, 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(ies), 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 **21** day of **NOVEMBER**, 2022



*Atty L C B*

Assistant Secretary

SECTION 00300

THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS CIP PS 23-01

CUPCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

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, Corp. Secretary of dba 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.

Signature of: Prescilla Gastelum
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.

See Attached

**SECTION 00300**

**THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS CIP PS 23-01**

**CUPCAA INFORMAL BID SOLICITATION**

**BID PROPOSAL FORMS**

---

Seal \_\_\_\_\_

Signature \_\_\_\_\_

*See Attached*

**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 1st day of December, 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**

**THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS CIP PS 23-01**

**CUPCCAA INFORMAL BID SOLICITATION**

**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)**

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## ITEM 4.11

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

**ITEM:** **RATIFY CITY MANAGER'S EXECUTION OF CONTRACT CHANGE ORDER NO. 3 WITH A. TEICHERT & SON, INC. DBA TEICHERT CONSTRUCTION FOR SURFACE WATER DISCHARGE, CIP WW 20-17**

**RECOMMENDATION:** **Adopt Resolution Ratifying the City Manager's Execution of Contract Change Order No. 3 with A. Teichert & Son, Inc. dba Teichert Construction for Surface Water Discharge, CIP WW 20-17**

**CEQA STATUS:** **Environmental review for the Surface Water Discharge Project, CIP WW 20-17 as a whole was completed in the Certified Final Environmental Impact Report (EIR) (State Clearinghouse No. 2019110339). The EIR considered the full range of potential environmental effects of the Project. The proposed Contract Change Order 3 falls within the scope analyzed in the EIR and no further environmental review is required in compliance with the California Environmental Quality Act (CEQA).**

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### **SUMMARY:**

Surface Water Discharge, CIP WW 20-17 (Project), is the final phase of the City's effort to enable the discharge of treated effluent to the San Joaquin River (River). The Project is comprised of two sub-projects: the construction of discharge pipeline segments and the river outfall structure and the construction of a dechlorination facility at the City's Consolidated Treatment Facility (CTF). On September 13, 2021, City Council awarded a construction contract to A. Teichert & Son, Inc. dba Teichert Construction (Teichert) for the construction of the former sub-project.

As construction of the outfall structure and discharge pipeline segments have progressed significantly over the past months, a Contract Change Order (CCO) is needed for Teichert's contract. Teichert has submitted a cost estimate of \$327,139.91 for the additional work. This Project has numerous permits with various State agencies that include a very strict time period for work to be completed within the San Joaquin River. Due to this strict work window and the potential to delay the project for an additional year, it was critical that the City Manager execute the Change Order in a timely manner.

**CITY MANAGER’S REPORT** **PAGE 2**  
**DECEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**RATIFY CITY MANAGER’S EXECUTION OF CCO NO. 3 WITH A. TEICHERT & SON, INC. DBA TEICHERT CONSTRUCTION FOR SURFACE WATER DISCHARGE, CIP WW 20-17**

Staff requests Council ratify the City Manager’s execution of CCO 3 for \$327,139.91 with Teichert for the Project. Sufficient funds have been allocated for CCO 3 in the approved budget for Surface Water Discharge, CIP WW 20-17.

**BACKGROUND:**

Teichert’s construction of the discharge pipeline segments required recycled water purple PVC pipe; however, due to the lack of manufacturing of purple pipe, Teichert was obligated to purchase potable water blue PVC pipe with purple sleeving to receive the pipe in a timely manner to keep pace with the construction schedule.

To construct the outfall structure, Teichert constructed temporary cofferdam walls on the upstream, downstream, and channel sides of the River to form a dewatering pit. Subsequent to the construction of the outfall concrete base slab following dewatering, water began infiltrating the pit through the riverbank side of the outfall, with the potential to cause erosion of the bank and destabilize the levee.

Due to the water infiltration the construction of a fourth cofferdam wall on the riverbank side of the dewatering pit and the addition of 3” x 6” riprap were required to complete the construction of the River outfall structure.

Lastly, the construction of the discharge pipeline revealed the need for placing additional aggregate base (AB) in the structural section of Tesla Drive and placing a concrete cap to protect a shallow 20” recycled water line on Sadler Oak Drive. The tasks comprising the additional work are summarized in the table below:

ITEM	ITEM TOTAL	CCO TOTAL
add 18” & 20” PVC Pipe w/ sleeving	\$ 42,146.40	\$327,139.91
add cofferdam wall on dry side of outfall excavation	\$231,500.00	
additional 3”x6” riprap for slope stabilization	\$ 22,293.44	
additional AB for structural section of Tesla Dr.	\$ 13,104.00	
add concrete cap - Recycled Water Li Sadler Oak Dr.	\$ 18,096.07	

Teichert has provided a quote of \$327,139.91 for the increased costs associated with the five (5) described tasks listed in the table above. Staff has reviewed the prices for this work and found them reasonable or consistent with unit costs submitted at time of bid.

Staff requests Council approve a Resolution Ratifying the City Manager’s Execution of Contract Change Order No. 3 with A. Teichert & Son, Inc. dba Teichert Construction for Surface Water Discharge, CIP WW 20-17.



**CITY MANAGER'S REPORT** **PAGE 3**  
**DECEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**RATIFY CITY MANAGER'S EXECUTION OF CCO NO. 3 WITH A. TEICHERT & SON, INC. DBA TEICHERT CONSTRUCTION FOR SURFACE WATER DISCHARGE, CIP WW 20-17**

**REASON FOR RECOMMENDATION:**

The additional necessary work represented by CCO No. 3 will support the ongoing construction of the Project. As the ultimate goal of discharging treated effluent to the San Joaquin River (Project) is of high importance to the City, the approval of this CCO to continue construction is essential to achieving this goal.

**CEQA STATUS:**

Environmental review for the Surface Water Discharge Project, CIP WW 20-17 as a whole was completed in the Certified Final Environmental Impact Report (EIR) (State Clearinghouse No. 2019110339). The EIR considered the full range of potential environmental effects of the Project. The proposed Contract Change Order No. 3 falls within the scope analyzed in the EIR and no further environmental review is required in compliance with the California Environmental Quality Act (CEQA).

**FISCAL IMPACT:**

CCOs Nos. 1 and 2 for Teichert's contract valued at \$95,416.25 and \$226,200, respectively were funded by the construction contingency approved by Council for the contract award on September 13, 2021.


The cost of CCO No. 3 is \$327,139.91. Sufficient funds have been allocated for this CCO in the budget for Surface Water Discharge, CIP WW 20-17; therefore, no budget amendment is requested at this time.

**ATTACHMENTS:**

- A. Resolution Resolving and Ratifying the City Manager's Execution of Contract Change Order No. 3 with A. Teichert & Son, Inc. dba Teichert Construction for Surface Water Discharge, CIP WW 20-17
- B. Contract Change Order No. 3 with A. Teichert & Son, Inc., dba Teichert Construction for Surface Water Discharge, CIP WW 20-17

**CITY MANAGER'S REPORT** **PAGE 4**  
**DECEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**RATIFY CITY MANAGER'S EXECUTION OF CONTRACT CHANGE ORDER NO. 3**  
**WITH A. TEICHERT & SON, INC. DBA TEICHERT CONSTRUCTION FOR**  
**SURFACE WATER DISCHARGE, CIP WW 20-17**

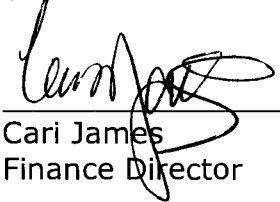
**APPROVALS**

  
\_\_\_\_\_  
Steven Hollenbeak  
Assistant Engineer

11.30.22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ken Reed  
Senior Construction Manager

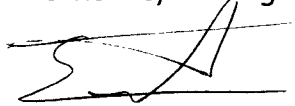
12-1-22  
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Date

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

12/1/2022  
\_\_\_\_\_  
Date

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

11.30.2022  
\_\_\_\_\_  
Date

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

11.30.2022  
\_\_\_\_\_  
Date

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

12.1.22  
\_\_\_\_\_  
Date

**RESOLUTION NO. 22 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFYING THE CITY'S MANAGER'S EXECUTION OF CONTRACT CHANGE ORDER NO. 3 WITH A. TEICHERT & SON, INC. DBA TEICHERT CONSTRUCTION FOR SURFACE WATER DISCHARGE, CIP WW 20-17**

**WHEREAS**, on September 13, 2021, City Council awarded a construction contract to A. Teichert & Son, Inc. dba Teichert Construction (Teichert) for the construction of the river outfall structure and discharge pipeline segments for Surface Water Discharge, CIP WW 20-17 (Project); and

**WHEREAS**, a pipe cost increase, riverbank instability and the need for additional road structural section under Tesla Drive and protection of a recycled water pipeline under Sadler Oak Drive have increased the costs to construct the outfall structure and recycled water discharge pipeline; and

**WHEREAS**, this Project has numerous permits with various State agencies that include a very strict time period for work to be completed within the San Joaquin River. Due to this strict work window and the potential to delay the project for an additional year, it was critical that the City Manager execute the Change Order in a timely manner; and

**WHEREAS**, Teichert has provided the City a total cost estimate of \$327,139.91 for the Contract Change Order (CCO) No. 3 to fund the additional work; and

**WHEREAS**, sufficient funds have been allocated for CCO 3 in the budget for Surface Water Discharge, CIP WW 20-17; therefore, no budget amendment is necessary; and

**WHEREAS**, staff requests Council ratify the City Manager's execution of CCO 3 for \$327,139.91 with Teichert for the Project; and

**WHEREAS**, Environmental review for the Surface Water Discharge Project, CIP WW 20-17 as a whole was completed in the Certified Final Environmental Impact Report (EIR) (State Clearinghouse No. 2019110339). The EIR considered the full range of potential environmental effects of the Project. The proposed Contract Change Order No. 3 falls within the scope analyzed in the EIR and no further environmental review is required in compliance with the California Environmental Quality Act (CEQA).

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Lathrop does hereby ratify the City Manager's execution of Contract Change Order No. 3 with A. Teichert & Son, dba Teichert Construction in the amount of \$327,139.91 for Surface Water Discharge, CIP WW 20-17; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED,** Environmental review for the Surface Water Discharge Project, CIP WW 20-17 as a whole was completed in the Certified Final Environmental Impact Report (EIR) (State Clearinghouse No. 2019110339). The EIR considered the full range of potential environmental effects of the Project. The proposed Contract Change Order No. 3 falls within the scope analyzed in the EIR and no further environmental review is required in compliance with the California Environmental Quality Act (CEQA).

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

AYES:

NOES:

ABSENT:

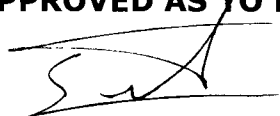
ABSTAIN:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**CHANGE ORDER NO. 3**

**Recycled Water River Discharge, CIP WW 20-17**

**City of Lathrop**

**CONTRACT CHANGE ORDER NO. 3**  
**RECYCLED WATER RIVER DISCHARGE, CIP WW 20-17**

**Contractor:** A. Teichert & Son, Inc. dba Teichert Construction  
**Address:** 140 Empire Avenue  
Modesto CA 95354  
**Change Order Date:** December 12, 2022  
**Notice to Proceed Date:** July 25, 2022  
**Contract Date:** September 13, 2021

This contract change order augments or changes the following:

1) ADDITIONS TO CONTRACT

Pursuant to the provisions of the Contract Specifications and proposals attached as Exhibits A, B, C, D, and E, you are hereby directed to make the herein described changes to the plans and specifications, and scope of work contracted for within the terms of the agreement between the **City of Lathrop** and **Teichert Construction** dated **September 13, 2022**.

I. **CHANGES IN THE SPECIFICATIONS**

A. None

II. **ADDITION(S) TO CONTRACT**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	DR25 18" and 20" PVC Pipe with Sleeving	1	LS	\$ 42,146.40	\$ 42,146.40
2	Cofferdam Modifications	1	LS	\$231,500.00	\$231,500.00
3	Additional 3"x6" Riprap for Outfall Stabilization	1	LS	\$ 22,293.44	\$ 22,293.44
4	Concrete Cap over Recycled Water Line on Sadler Oak Dr.	1	LS	\$ 18,096.07	\$ 18,096.07
5	Additional Aggregate Base on Tesla Dr.	560	TN	\$ 23.40	\$ 13,104.00
<b>TOTAL ADDITIONAL COST FROM THIS CHANGE ORDER #3</b>					<b>\$ 327,139.91</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER #2</b>					<b>\$ 226,200.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER #1</b>					<b>\$ 95,416.25</b>
<b>ORIGINAL CONTRACT AMOUNT</b>					<b>\$2,866,392.60</b>
<b>REVISED CONTRACT AMOUNT AFTER CHANGE ORDER #3</b>					<b>\$4,030,756.16</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.

## CHANGE ORDER NO. 3

Recycled Water River Discharge, CIP WW 20-17

City of Lathrop

- 1) DR25 18" and 20" PVC Pipe with Sleeving  
Due to the lack of manufacturing of 18" & 20" DR25 Purple Pipe, Teichert Construction was obligated to order 18" & 20" DR25 Blue Pipe with purple sleeving at an increased price in order to receive pipe product in timely manner.
- 2) Cofferdam Modifications  
Due to water infiltration and erosion from bank side of outfall excavation, the additional wall was needed to retain bank. Installation of a fourth cofferdam wall of sheet piles roughly 60 LF includes the following items:
  - Teichert Support (Crane Access, Additional Earthwork, Dewatering)
  - Mobilization of LTR1220 Crane & Vibratory Hammer.
  - Set up of Crane
  - Installation & Removal of 9 Additional Pair of Sheet Piles
  - Removal/Modification to Existing Waler System
  - Furnish & Install Additional Walers for 4-sided pit
  - Breakdown of Crane
- 3) Additional 3"x6" Rip-Rap for Outfall Stabilization  
Purchase and placement of additional 3"x6" rocks (riprap) to stabilize the riverbank side and prevent further erosion from the bank side of the outfall excavation.
- 4) Concrete Cap over Recycled Water Line on Sadler Oak Dr.  
During construction of the discharge pipeline, a shallow 20" recycled water line was found on Sadler Oak Drive. A concrete cap was placed to protect the shallow recycled water line.
- 5) Additional Aggregate Base on Tesla Dr.  
Placement of additional aggregate base (AB) in the structural section of Tesla Drive was needed during construction of the discharge pipeline.

### TIME OF COMPLETION

The extra work will increase the time frame of the original contract by 30 working days.

### 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. 3. 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.

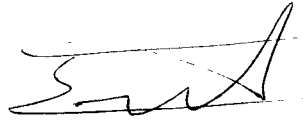
(END OF SECTION)

CHANGE ORDER NO. 3

Recycled Water River Discharge, CIP WW 20-17

City of Lathrop

Approved As  
To Form:

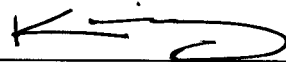


Salvador Navarrete  
City Attorney  
City of Lathrop

11-30-2022

Date

Recommended  
By:

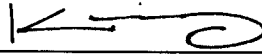


Michael King  
Assistant City Manager  
City of Lathrop

12-1-2022

Date

Approved By:



FOR

Stephen J. Salvatore  
City Manager  
City of Lathrop

12-6-2022

Date

Accepted By  
Contractor:

DocuSigned by:



9EEF4DB3A9B040F...

Teichert Construction

11/30/2022

Date

Jose Ramirez

Project Manager

Print Name and Title





**TEICHERT CONSTRUCTION**

October 3, 2022

Letter Serial No. 002

RE: City of Lathrop  
Ken Reed  
Senior Construction Manager  
Lathrop Recycled Water River Discharge

SUB: Proposal Request No. 2 – DR25 Pipe Increase

Mr. Reed,

Due to the lack of manufacturing of 18" & 20" DR25 Purple Pipe back in December of 2021, Teichert Construction was obligated to order 18" & 20" DR25 Blue Pipe with purple sleeving at an increased price in order to receive pipe product in timely manner. Please see below additional cost to acquire Blue Pipe with purple sleeving.

**The total cost increase for DR25 Blue Pipe is \$42,146.40**

If you have any questions or need further information, please contact me at (916) 803-3813

Sincerely,

Jose Ramirez  
Project Manager  
Teichert Construction



**TEICHERT CONSTRUCTION**

October 3, 2022

Letter Serial No. 004

RE: City of Lathrop  
Ken Reed  
Senior Construction Manager  
Lathrop Recycled Water River Discharge

SUB: Proposal Request No. 4 – Cofferdam Modifications

Mr. Reed,

Teichert Construction proposes to install a fourth cofferdam wall of sheet piles roughly 60 LF along the levee bank. Due to water infiltration and erosion from bank side of outfall excavation, the additional wall will be needed to retain bank. This proposal includes the following items:

- Teichert Support (Crane Access, Additional Earthwork, Dewatering)
- Mobilization of LTR1220 Crane & Vibratory Hammer.
- Set up of Crane
- Installation & Removal of 9 Additional Pair of Sheet Piles
- Removal/Modification to Existing Waler System
- Furnish & Install Additional Walers for 4-sided pit
- Breakdown of Crane

**The cost of this work is \$231,500.00**

If you have any questions or need further information, please contact us at our Construction Office (559) 813-3100.

Sincerely,

Jose Ramirez  
Project Manager  
Teichert Construction



### Teichert Construction Change Order Request

**Teichert Construction - Stockton Office**  
PO Box 1118  
Stockton, CA 95201  
Phone: 209-983-2300 Fax: 209-983-2375

<b>Owner :</b>	City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330	<b>Project:</b>	11763.00 - CIP WW 20-17; Recycled Water River Discharge - LABOR
		<b>Date:</b>	November 21, 2022

Item		Quantity	UM	Unit Price	Amount
<b>Change Order Request: #7 - 9006 - Buy &amp; Place Additional Rip Rap</b>					
1	9006 - Buy & Place Additional Rip Rap		LS		22,293.44
<b>Total For Change Order</b>					<b>\$22,293.44</b>

**Approved By: City of Lathrop**

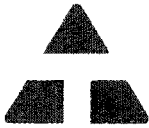
**Submitted By: Jose Ramirez**

**Signed:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## Teichert Construction Change Order Request

**Teichert Construction - Stockton Office**  
**PO Box 1118**  
**Stockton, CA 95201**  
**Phone: 209-983-2300 Fax: 209-983-2375**

<b>Owner :</b> City of Lathrop  390 Towne Centre Drive Lathrop, CA 95330	<b>Project:</b> 11763.00 - CIP WW 20-17; Recycled Water River Discharge - LABOR  <b>Date:</b> November 02, 2022
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Item	Quantity	UM	Unit Price	Amount
<b>Change Order Request: #4 - 9004 - Concrete Cap over Shallow 18" RW</b>				
1			LS	18,096.07
<b>Total For Change Order</b>				<b>\$18,096.07</b>

**Approved By: City of Lathrop**

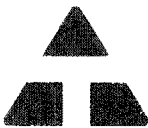
**Submitted By: Jose Ramirez**

**Signed:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



Teichert Construction Change Order Request

Teichert Construction - Stockton Office  
PO Box 1118  
Stockton, CA 95201  
Phone: 209-983-2300 Fax: 209-983-2375

Owner : City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330  
Project: 11763.00 - CIP WW 20-17; Recycled Water River Discharge - LABOR  
Date: November 02, 2022

Item	Quantity	UM	Unit Price	Amount
<b>Change Order Request: #8 - 9007 - Additional AB Material</b>				
1 9007 - Additional AB Material	560.00	TN	23.40	13,104.00
<b>Total For Change Order</b>				<b>\$13,104.00</b>

Approved By: City of Lathrop  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

Submitted By:  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

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## ITEM 4.12

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

**ITEM:** **APPROVE PROFESSIONAL SERVICES AGREEMENT WITH LDA PARTNERS, INC. FOR THE DESIGN OF THE LPD PROPERTY AND EVIDENCE BUILDING ASSOCIATED WITH CIP GG 21-13 CORP YARD IMPROVEMENTS AND APPROVE BUDGET AMENDMENT**

**RECOMMENDATION:** **Adopt Resolution Approving a Professional Services Agreement with LDA Partners, Inc. for the Design of the Lathrop Police Department Property and Evidence Building Associated with CIP GG 21-13 Corp Yard Improvements and Approve Budget Amendment**

**CEQA STATUS:** **The City finds this is not a project as defined in Section 15378 of State CEQA Guidelines.**

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#### **SUMMARY:**

The City's Municipal Corporation Yard (Corp Yard) is the City facility that supports the operation and maintenance of the City's infrastructure and includes the City's Water Treatment Facility. The Corp Yard will also provide the site for the proposed Lathrop Police Department's (LPD) Property and Evidence Building (Building).

Professional consulting services are needed to move forward with the design of the Building. Staff solicited and received a proposal from LDA Partners, Inc. (LDA) to provide design services for the Building for a cost not to exceed \$220,000. LDA also provided a preliminary cost estimate of \$3,000,000 for the construction of the Building, which will be completed by others.

Staff is requesting that City Council approve a Professional Services Agreement (PSA) with LDA for \$220,000 for design of the Building and a budget amendment transferring \$3,000,000 (estimated construction cost) from the City Services Fund (2270) to the CIP project. Upon completion of design, staff will solicit public bids and return to Council to request the award of a construction contract.

#### **BACKGROUND:**

On April 12, 2021, City Council approved the creation of Capital Improvement Project (CIP) GG 21-13 Corp Yard Improvements to construct the Operations and Maintenance (O & M) building and provide a fueling facility and frontage improvements. City Council approved a PSA with LDA for the design of these improvements on September 13, 2021.

**CITY MANAGER'S REPORT** **PAGE 2**  
**DECEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVE PSA WITH LDA PARTNERS, INC. FOR THE DESIGN OF THE LPD**  
**PROPERTY AND EVIDENCE BUILDING ASSOCIATED WITH CIP GG 21-13**  
**CORP YARD IMPROVEMENTS AND APPROVE BUDGET AMENDMENT**

Subsequent to the approval of LDA's first contract, LPD identified a need for a Property and Evidence Building. This Building is a necessary component of an agency's law enforcement facilities, and would provide LPD with secure storage of recovered personal property and evidence.

As the requirements for the Building are more extensive and complex than typical public buildings, the City reviewed options and determined that the most economical way to obtain the Building is to build a new structure at the Corp Yard rather than utilize an alternate site or existing structure.

Due to LDA's familiarity with the overall goals of CIP GG 21-13 and involvement for the past 6 months in the site's layout and other components of this Project, staff solicited and received a proposal from LDA to provide construction plans and other design documents including architectural, structural, electrical, mechanical and plumbing improvements for the Building.

LDA provided a cost estimate of \$220,000 for the subject design services, and a preliminary cost estimate of \$3,000,000 for the construction of the Building, which will be completed by others. Staff request City Council approve a PSA with LDA Partners, Inc. for the design of the Building for \$220,000.

Construction of the Building will follow completion of design; therefore, staff also request a budget amendment in the amount of \$3,000,000 to fund the construction of the Building. After solicit bids, staff will return to Council in the near future to request a contract award for the construction of the Building.

**REASON FOR RECOMMENDATION:**

Approval of the PSA with LDA will allow staff to move forward with the design phase of the Building.

Approval of the proposed budget amendment at this time will fund the design and allow staff to solicit bids for the construction of the Building without having to return to Council to request construction funding. Staff will return to Council to award the construction contract.

**CEQA STATUS:**

The City finds this is not a project as defined in Section 15378 of State CEQA Guidelines.



**CITY MANAGER’S REPORT** **PAGE 3**  
**DECEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVE PSA WITH LDA PARTNERS, INC. FOR THE DESIGN OF THE LPD**  
**PROPERTY AND EVIDENCE BUILDING ASSOCIATED WITH CIP GG 21-13**  
**CORP YARD IMPROVEMENTS AND APPROVE BUDGET AMENDMENT**

**FISCAL IMPACT:**

The cost of the proposed PSA with LDA is \$220,000. The preliminary estimated cost of construction of the Building is \$3,000,000.

Funding for the design and construction of the O & M Building, Fueling Facility and frontage improvements was included in the approved FY 22/23 budget; however, sufficient funds were not allocated for the construction of the Property and Evidence Building. Therefore, staff requests City Council approve a budget amendment allocating \$3,000,000 from the Municipal City Services Fund (2270) to the General CIP Project Fund (3010) for the construction of the Building as follows:

Increase Transfers Out 2270-9900-990-9010		\$3,000,000
Increase Transfers In 3010-9900-393-0000	GG 21-13	\$3,000,000
Increase Expenditures 3010-8000-420-12-00	GG 21-13	\$3,000,000

**ATTACHMENTS:**


- A. Resolution Approving a Professional Services Agreement with LDA Partners, Inc. for the Design of the Lathrop Police Department Property and Evidence Building Associated with CIP GG 21-13 Corp Yard Improvements and Approve Budget Amendment
- B. Professional Services Agreement with LDA Partners, Inc. to provide Design Engineering Services for the Lathrop Police Department’s Property and Evidence Building, for CIP GG 21-13 Corporation Yard Improvements

**CITY MANAGER'S REPORT** **PAGE 4**  
**DECEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVE PSA WITH LDA PARTNERS, INC. FOR THE DESIGN OF THE LPD**  
**PROPERTY AND EVIDENCE BUILDING ASSOCIATED WITH CIP GG 21-13**  
**CORP YARD IMPROVEMENTS AND APPROVE BUDGET AMENDMENT**

**APPROVALS:**

  
\_\_\_\_\_  
Steven Hollenbeak  
Assistant Engineer


11.30.22  
Date

  
\_\_\_\_\_  
Ken Reed  
Senior Construction Manager

11-30-22  
Date

  
\_\_\_\_\_  
Brad Taylor  
City Engineer

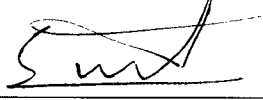
11/30/2022  
Date

  
\_\_\_\_\_  
Carl James  
Finance Director

12/1/2022  
Date

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

11.30.2022  
Date

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

11-30-2022  
Date

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

12-1-22  
Date

**RESOLUTION NO. 22-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LDA PARTNERS, INC. FOR THE DESIGN OF THE LATHROP POLICE DEPARTMENT PROPERTY AND EVIDENCE BUILDING ASSOCIATED WITH CIP GG 21-13 CORP YARD IMPROVEMENTS AND APPROVE BUDGET AMENDMENT**

**WHEREAS**, on April 12, 2021, City Council approved the creation of Capital Improvement Project (CIP) GG 21-13 Corporation Yard (Corp Yard) Improvements and City Council approved a Professional Services Agreement (PSA) with LDA for the design of these improvements on September 13, 2021; and

**WHEREAS**, subsequent to the approval of LDA’s first contract, LPD identified a need for a Property and Evidence Building. This Building is a necessary component of an agency’s law enforcement facilities, and would provide LPD with secure storage of recovered personal property and evidence); and

**WHEREAS**, due to LDA’s familiarity with the overall goals of CIP GG 21-13 and involvement for the past 6 months in the site’s layout and other components of this Project, staff solicited and received a proposal from LDA to provide construction plans and other design documents including architectural, structural, electrical, mechanical and plumbing improvements for the Building; and

**WHEREAS**, LDA provided a cost estimate of \$220,000 for the subject design services, and a preliminary estimate of \$3,000,000 for the construction of the Building, which will be completed by others. Upon completion of design, staff will solicit public bids and return to Council in the near future to request a contract award for the construction of the Building; and

**WHEREAS**, staff request City Council approve a PSA with LDA Partners, Inc. for the design of the Building for \$220,000. Sufficient funds were allocated in the approved Fiscal Year 22/23 budget; and

**WHEREAS**, sufficient funds were not allocated for the construction of the Building. Therefore, staff requests City Council approve a budget amendment allocating \$3,000,000 from the Municipal City Services Fund (2270) to the General CIP Project Fund (3010) as follows;

Increase Transfers Out 2270-9900-990-9010		\$3,000,000
Increase Transfers In 3010-9900-393-0000	GG 21-13	\$3,000,000
Increase Expenditures 3010-8000-420-12-00	GG 21-13	\$3,000,000

**WHEREAS**, the City finds this is not a Project as defined in Section 15378 of State CEQA Guidelines.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve a Professional Services Agreement with LDA Partners, Inc. for the Design of an LPD Property and Evidence Building associated with CIP GG 21-13 for \$220,000; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop does hereby approve a budget amendment transferring \$3,000,000 to the Project as detailed above; and

**NOW, THEREFORE, BE IT FINALLY RESOLVED**, the City finds this is not a Project as defined in Section 15378 of State CEQA Guidelines.

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

AGREEMENT FOR PROFESSIONAL SERVICES WITH LDA PARTNERS, INC.

TO PERFORM DESIGN ENGINEERING SERVICES FOR THE LATHROP POLICE  
DEPARTMENT PROPERTY AND EVIDENCE BUILDING, CIP GG 21-13

THIS AGREEMENT, dated for convenience this 12<sup>th</sup> day of December 2022, is by and between LDA Partners, Inc. ("CONSULTANT") and the City of Lathrop, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Design Engineering 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 Design Engineering Services, as hereinafter defined, on the following terms and conditions.

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

AGREEMENT

(1) Scope of Service

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

(2) Compensation

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$220,000.00**, for the Design Engineering Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term

The effective date of this Agreement is **December 12, 2022**, and it shall terminate no later than **December 31, 2023**.

**(4) Independent Contractor Status**

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

**(5) Billings**

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

**(6) Advice and Status Reporting**

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement. CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

**(7) Auditing**

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

**(8) Assignment of Personnel**

CONSULTANT acknowledges that the CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Eric Wohle**. 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.



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

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

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

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

CITY OF LATHROP – LDA PARTNERS, INC.  
PROFESSIONAL SERVICES AGREEMENT FOR THE LATHROP POLICE DEPARTMENT PROPERTY  
AND EVIDENCE BUILDING, CIP GG 21-13

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

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

(d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers.

The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

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

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

**(11) Indemnification - CONSULTANT'S Responsibility**

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform. Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

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

**(12) Licenses**

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

**(13) Business Licenses**

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

**(14) Termination**

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

**(15) Funding**

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

**(16) Notices**

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

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

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

To Consultant:           LDA Partners, Inc.  
                                  222 Central Court  
                                  Stockton, CA 95204  
                                  Phone: (209) 943-0405

**(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.

CITY OF LATHROP – LDA PARTNERS, INC.  
PROFESSIONAL SERVICES AGREEMENT FOR THE LATHROP POLICE DEPARTMENT PROPERTY  
AND EVIDENCE BUILDING, CIP GG 21-13

- (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 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.

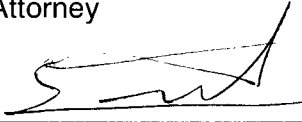
**(19) Signatures**

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 – LDA PARTNERS, INC.  
PROFESSIONAL SERVICES AGREEMENT FOR THE LATHROP POLICE DEPARTMENT PROPERTY  
AND EVIDENCE BUILDING, CIP GG 21-13

Approved as to Form:

City of Lathrop  
City Attorney



11-30-2022

\_\_\_\_\_  
Salvador Navarrete

\_\_\_\_\_  
Date

Recommended for Approval:

City of Lathrop  
Assistant City Manager

\_\_\_\_\_  
Michael King

\_\_\_\_\_  
Date

Approved by:

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

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

\_\_\_\_\_  
Date

Consultant:

LDA Partners, Inc.  
222 Central Court  
Stockton, CA 95204

Fed ID # 82-3027292  
Business License # 20900

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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





DESIGNERS &amp; ARCHITECTS

31 August 2022

Mr. Ken Reed  
 Senior Construction Manager  
 City of Lathrop  
 390 Towne Centre Drive  
 Lathrop, CA 95330

*Re: Lathrop Police Department Evidence Storage*

Dear Mr. Reed.

Thank you for your continued interest and trust in LDA Partners to help facilitate the design & construction of the proposed Lathrop Police Department Evidence Storage. Our proposal is based upon the assumption of the following scope of work:

**Project Scope:**

- I. Conceptual Design
- II. Design & Construction Documents
- III. Construction Administration

**I. Conceptual Design Refinement, Design Development & Construction Documents**

1. Prepare conceptual design and programming for a proposed new Police Department Evidence Storage facility within the existing Public Works Corporation Yard Building for the City of Lathrop.
2. Prepare conceptual plans and renderings for initial City and Development review and comment.
3. Upon approval of program validation and schematic design, prepare design development.
4. Prepare construction documents for submission to City of Lathrop Building Department and for Public Bid.
5. Communication with the Project Team through the design process will include:
6. Participation in weekly WebEx meetings
7. Coordination of project team, and various River Islands contracted design trades, and review of their documents.
8. Meeting & Review of governmental requirements applicable to allow construction, improvements, and occupancy for the facility.
9. Prepare architectural & engineering construction documents based upon an "approved" design development drawings and desired facility features based on items listed within.
  - Architectural Design & Documents
  - Structural Design & Documents
  - Mechanical and Plumbing Design & Documents
  - Electrical Engineering Design & Documents
  - Building Code required signage.
10. Provide revisions, as required for City plan check processing.
11. Processing and assistance for Public Bid.

**II. Construction Administration (to be billed hourly -as required under separate contract)**

1. Support during the Construction Phase to include.
  - Review/respond to RFI's
  - Submittal review
  - Review Potential Change Orders
  - Issue any RFIs or Construction Bulletins if necessary
  - Punchlist / Project Closeout

*Items provided by the City of Lathrop*

- Civil Design & Documents and Landscape Design Documents
- Wet & Dry Utility infrastructure & site connections

**Architectural services shall not consist of the following:**

1. Reproduction Costs
2. Any fees required by this work.
3. Any testing or inspections required by this work before, during or after construction.
4. On-site verification of utilities, building components etc.
5. *LDA Partners* cannot assume responsibility for construction means, methods, techniques, sequences or procedures, safety precautions, programs connected with the work, or for acts and omissions by the Contractor, subcontractors, or others.
6. Additional services beyond those listed herein.
7. Additional services caused by project delays or interruption.
8. Additional services caused by Contractor errors or default in executing the construction project in a proper or timely manner.
9. Fire sprinkler design, engineering, and documents. To be performance criteria design-build
10. Signage
11. Civil Design & Documents and Landscape Design & Documents
12. Power & data site infrastructure & site connections
13. Site lighting beyond limits of the Police Department Development.
14. Site utility investigation or potholing to determine location and/or elevation of underground utilities. We anticipate relying on information to be provided by River Islands for all existing utilities and boundary information.
15. Geotechnical testing, reports, and investigations.
16. Any offsite improvements or easement acquisition.
17. Storm Water Quality Control Plan
18. Public plan and profile
19. Site QSD/ QSP services
20. Revisions to conceptual plans, design development drawings, or construction documents, beyond the initial revisions contemplated herein. Any revisions beyond those contemplated will be performed on an hourly basis, in accordance with the schedule listed herein.
21. Construction administration services. Any required work will be billed hourly as an Additional Service.
22. Non- Building Code Required Signage.
23. LEED documentation or design.
24. Design of communication tower.
25. Detailed material take-offs and costs estimates.
26. Completion of NRCA and NRCX forms.
27. Title Reports and supplemental documentation, ALTA Survey/Record of Survey, Boundary Survey (the Client's Title Company should be contacted for the fees associated with these services).
28. Planning and environmental studies, applications or permitting with local, state and federal agencies.
29. Encroachment Permit Fees and/or Processing.
30. Joint Trench Plans/Dry Utility Design/Underground Electrical Design/Site Lighting Design/Gas Design.
31. Off-Site Analysis or Capacity Verification and/or Design of Storm, Sewer, or Water Utilities.
32. Construction Noise Management Plan.
33. Final or Parcel Map preparation, submittal and processing
34. Construction staking, inspection, observation, and reports
35. Dust Control/Air Quality Control.
36. Notice of Termination preparation (NOT).
37. Hazardous Material Survey, Testing, or Abatement

The above services will for a fixed fee, in accordance with the listed schedule, as follows:

Phase I –

Conceptual Design Refinement:	\$7,500
Design Development:	\$80,000
Construction Documents:	\$125,000
<u>Reimbursable Allowance:</u>	<u>\$7,500</u>
<b>Total:</b>	<b>\$220,000</b>

Phase II - Construction Administration: Under Separate Contract  
*To be billed hourly in accordance with time expended*

**Reimbursable Expenses**

Reimbursable expenses *are* listed as an allowance and are in addition to the compensation for basic services and shall include the actual expenditures made by the Architect and his employees in the interest of the project at cost plus 10%, which are itemized as follows:

- Reproduction Costs
- Shipping/Postage
- Telephone Charges
- Computer Plotting
- Mileage/Travel

Should our services be required in addition to these allocations, all additional services will be provided on an hourly basis, in accordance with the following schedule:

**Architect**

Principal Architect:	\$280.00/hour
Project Manager/ Architect:	\$250.00/hour
Planner:	\$200.00/hour
Designer / Interior:	\$175.00/hour
Draftsperson:	\$150.00/hour
Clerical/Staff:	\$95.00/hour

Should the project be terminated or extended beyond sixty days from the date of this proposal, the Architect shall be compensated for all services performed to date. All work will be billed on a monthly basis for service performed to date. All monthly billings not paid within 30 days shall be considered past due, and shall accrue interest from the 31st day at a rate of 1-1/2% per month or 18% per annum. The Architect may at his discretion terminate services if payments are not made within 30 days. Changes to the scope of work shall be subject to renegotiation. This proposal is subject to renegotiation if not agreed upon within sixty (60) days.

Drawings and specifications as instruments of service, not products, shall remain the property of the Architect whether the project for which they are intended is executed or not. The Owner shall be permitted to retain copies of Architects work for information and reference in connection with the Owner's use of the project. The drawings or other work shall not be used by the Owner or others, for other projects, for additions to the project or completion of the project by others, except by written agreement by Architect.

The Owner agrees to defend, indemnify, and hold the Architect, his employees, and consultants harmless from any claim or third party claim related to services for the investigation of or remedial work related to asbestos, toxic, hazardous, and/or dangerous materials resulting from the services provided by the Architect pursuant to this Agreement. Should any litigation be commenced between the parties hereto concerning any provision of this Agreement or the rights and obligations of either in relation thereto, the party, the Owner, or the Architect prevailing in such litigation shall be entitled, in addition to such other

relief as may be granted, to a reasonable sum as and for attorney's fees and court costs as incurred in such litigation, as determined by a court of competent jurisdiction.

Services provided by the Architect and his Consultants will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834.

Our office looks forward to the continued opportunity to work with you and the City, to achieve yet another successful project. If you have any questions, please let me know.

Cordially,

A handwritten signature in black ink, appearing to read 'Eric Wohle', written in a cursive style.

Eric Wohle, A.I.A.  
President, LDA Partners, Inc.

## ITEM 4.13

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

- ITEM:** APPROVE AMENDMENTS NO. 1 AND NO. 2 WITH ROBERTSON-BRYAN INC. FOR THE SURFACE WATER DISCHARGE PROJECT, CIP WW 20-17
- RECOMMENDATION:** Adopt Resolution Approving Amendments No. 1 and No. 2 with Robertson-Bryan Inc. to Further Assist City with NPDES Permit Compliance for the Consolidated Treatment Facility Surface Water Discharge Project, CIP WW 20-17
- CEQA STATUS:** Environmental review for the Surface Water Discharge Project, CIP WW 20-17 as a whole was completed in the Certified Final Environmental Impact Report (EIR) (State Clearinghouse No. 2019110339).
- 

#### **SUMMARY:**

The Surface Water Discharge Project Capital Improvement Project (CIP) WW 20-17 was created in order to obtain a National Pollutant Discharge Elimination System (NPDES) permit to discharge effluent generated by the Lathrop Consolidated Treatment Facility (LCTF) to the San Joaquin River. On November 8, 2021, City Council approved a Professional Services Agreement (PSA) with Robertson-Bryan, Inc. (RBI) to assist the City with meeting the requirements of the National Pollutant Discharge Elimination System (NPDES) permit for the Consolidated Treatment Facility (CTF) river discharge project.

Additional permit compliance services from RBI are needed for; 1) one-time tasks to prepare the LCTF for the discharge of effluent to the San Joaquin River and; 2) routine tasks needed for the continuing implementation of permit requirements through the end of 2023. RBI has provided two proposals to provide the additional permit compliance support services for a time and materials cost not to exceed; 1) \$320,824 for the one-time tasks and; 2) \$259,290 for the routine tasks.

Staff is recommending Council approve Amendments No.1 and No.2 to the PSA with RBI for LCTF NPDES permit compliance services. Sufficient funds were included in the adopted Fiscal Year 22/23 budget for CIP WW 20-17 and CTF-MBR Sewer Fund 6080 to pay for these services.

#### **BACKGROUND:**

The Surface Water Discharge Project CIP, WW 20-17 was created in order to obtain a NPDES permit to discharge effluent generated by the Lathrop Consolidated LCTF to the San Joaquin River.

**DECEMBER 12, 2022 CITY COUNCIL REGULAR MEETING****APPROVE AMENDMENTS NO. 1 AND NO. 2 WITH ROBERTSON-BRYAN INC. FOR THE SURFACE WATER DISCHARGE PROJECT, CIP WW 20-17**

This project is needed to minimize future sewer rate increases, and support growth as the City's wastewater flows increase and land becomes unavailable for the storage and disposal of recycled water. The RWQCB issued the NPDES permit in February, 2022, and construction of the outfall, river discharge pipeline and modifications at the LCTF needed for river discharge are nearing completion with river discharge anticipated to begin in the Spring of 2023.

On November 8, 2021, City Council approved a PSA with RBI to assist the City with meeting the requirements of the NPDES permit. Additional permit compliance services from RBI are needed for: 1) one-time tasks to prepare the LCTF for discharge of effluent to the San Joaquin River, and 2) routine tasks needed for the continuing implementation of permit requirements through the end of 2023. RBI has provided two proposals to provide the additional permit compliance support services for a time and materials cost, not to exceed; \$320,824 for the one-time tasks, and \$259,290 for the routine tasks.

**REASON FOR RECOMMENDATION:**

The ability to dispose of effluent from the LCTF to the San Joaquin River is necessary to minimize future rate increases and support growth as the City's wastewater flows increase and as land becomes unavailable for the storage and disposal of recycled water. Additional permit compliance support services from RBI are needed to assist the City meet the NPDES permit and to begin river discharge.

**CEQA STATUS:**

Environmental review for the Surface Water Discharge Project, CIP WW 20-17 as a whole was completed in the Certified Final Environmental Impact Report (EIR) (State Clearinghouse No. 2019110339). The EIR considered the full range of potential environmental effects of the Project. The Amendments with RBI fall within the scope analyzed in the EIR and no further environmental review is required in compliance with the California Environmental Quality Act (CEQA).

**FISCAL IMPACT:**

The costs for the additional permit compliance services are to be provided for a time and materials cost, not to exceed; 1) \$320,824 for the one-time tasks under Amendment No.1, and; 2) \$259,290 for the routine tasks under Amendment No.2 for a total cost of \$580,114. The one-time tasks to prepare the LCTF for the discharge of effluent to the San Joaquin River will be paid from the Surface Water Discharge CIP WW 20-17 and the routine tasks needed for the continuing implementation of permit requirements through the end of 2023 will be paid from the CTF-MBR Sewer Fund 6080.


**CITY MANAGER'S REPORT** **PAGE 3**  
**DECEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVE AMENDMENTS NO. 1 AND NO. 2 WITH ROBERTSON-BRYAN INC.**  
**FOR THE SURFACE WATER DISCHARGE PROJECT, CIP WW 20-17**

**ATTACHMENTS:**

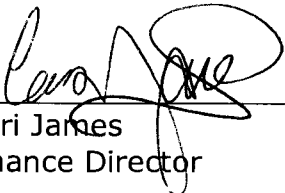
- A. Resolution Approve Amendment No. 1 and No. 2 with Robertson-Bryan Inc. for CIP WW 20-17 Surface Water Discharge Project
- B. Amendment No. 1 with Robertson-Bryan Inc. to provide Professional Services to Prepare the City of Lathrop Consolidated Treatment Facility for Discharge of Effluent to the San Joaquin River for the Surface Water Discharge Project, CIP WW 20-17
- C. Amendment No. 2 with Robertson-Bryan Inc. to provide Professional Services to Assist with Implementing all Requirements of the City of Lathrop Consolidated Treatment Facility NPDES Permit through December 2023 for the Surface Water Discharge Project, CIP WW 20-17

**CITY MANAGER'S REPORT**  
**DECEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVE AMENDMENTS NO. 1 AND NO. 2 WITH ROBERTSON-BRYAN INC.**  
**FOR THE SURFACE WATER DISCHARGE PROJECT, CIP WW 20-17**

**APPROVALS:**

  
\_\_\_\_\_  
Greg Gibson  
Senior Civil Engineer

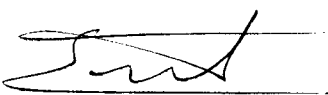
11/29/2022  
Date

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

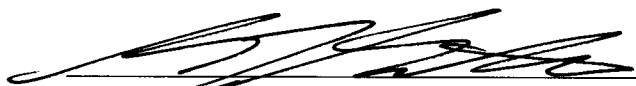
11/29/2022  
Date

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

11-29-2022  
Date

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

11-29-2022  
Date

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

12-1-22  
Date



**RESOLUTION NO. 22 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENTS NO.1 AND No.2 WITH ROBERTSON-BRYAN INC. TO FURTHER ASSIST CITY WITH NPDES PERMIT COMPLIANCE FOR THE CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT, CIP WW 20-17**

**WHEREAS**, the Surface Water Discharge Project Capital Improvement Project (CIP) WW 20-17 was created in order to obtain a National Pollutant Discharge Elimination System (NPDES) permit to discharge effluent generated by the Lathrop Consolidated Treatment Facility (LCTF) to the San Joaquin River; and

**WHEREAS**, On November 8, 2021, City Council approved a Professional Services Agreement with Robertson-Bryan, Inc. (RBI) to assist the City with meeting the requirements of the NPDES permit for the CTF river discharge which are anticipated to begin in the Spring of 2023; and

**WHEREAS**, additional permit compliance services from RBI are needed for; 1) one-time tasks to prepare the LCTF for discharge of effluent to the San Joaquin River, and; 2) routine tasks needed for the continuing implementation of permit requirements through the end of 2023; and

**WHEREAS**, RBI has provided two proposals to provide the additional permit compliance support services for a time and materials cost, not to exceed; 1) \$320,824 for the one-time tasks, and; 2) \$259,290 for the routine tasks for the LCTF permit compliance; and

**WHEREAS**, the one-time tasks to prepare the LCTF for the discharge of effluent to the San Joaquin River will be paid from the Surface Water Discharge CIP WW 20-17 and the routine tasks needed for the continuing implementation of permit requirements through the end of 2023 will be paid from the CTF-MBR Sewer Fund 6080; and

**WHEREAS**, sufficient funds were included in the adopted Fiscal Year 22/23 budget for CIP WW 20-17 and CTF MBR Sewer Fund 6080 to pay for these services; and

**WHEREAS**, environmental review for the Surface Water Discharge Project, CIP WW 20-17 as a whole was completed in the Certified Final Environmental Impact Report (EIR) (State Clearinghouse No. 2019110339), and the EIR considered the full range of potential environmental effects of the Project; and

**WHEREAS**, the Amendments with RBI fall within the scope analyzed in the EIR and no further environmental review is required in compliance with the California Environmental Quality Act (CEQA).

**NOW THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop does hereby approve Amendment No. 1 and No. 2 with Robertson-Bryan, Inc. for a time and materials cost, not to exceed; \$320,824 for Amendment No.1 to be paid from CIP WW 20-17, and; 2) \$259,290 for Amendment No. 2 to be paid from CTF MBR Sewer Fund 6080 to provide additional permit compliance support services to assist City with NPDES permit compliance for the Consolidated Treatment Facility Surface Water Discharge Project, CIP WW 20-17; and

**NOW THEREFORE, BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop does hereby determine that environmental review for the Surface Water Discharge Project, CIP WW 20-17 as a whole was completed in the Certified Final Environmental Impact Report (EIR) (State Clearinghouse No. 2019110339). The EIR considered the full range of potential environmental effects of the Project and that furthermore, the Amendment No. 1 and No. 2 with RBI fall within the scope analyzed in the EIR and no further environmental review is required in compliance with the California Environmental Quality Act (CEQA).

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

AYES:

NOES:

ABSENT:

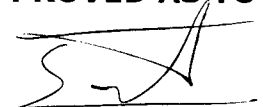
ABSTAIN:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**AMENDMENT NO. 1**

**TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND  
ROBERTSON-BRYAN, INC. DATED NOVEMBER 8, 2021**

**TO PROVIDE PROFESSIONAL SERVICES TO PREPARE THE CITY OF  
LATHROP CONSOLIDATED TREATMENT FACILITY FOR DISCHARGE  
OF EFFLUENT TO THE SAN JOAQUIN RIVER – CIP WW 20-17**

**THIS AMENDMENT** (hereinafter "AMENDMENT NO. 1") to the agreement between Robertson-Bryan, Inc. and the City of Lathrop dated November 8, 2021, (hereinafter "AGREEMENT") dated for convenience this **12th day of December 2022**, is by and between **Robertson-Bryan, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

**RECITALS:**

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

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

**WHEREAS**, on November 8, 2021, CONSULTANT and CITY entered into an AGREEMENT for Professional Engineering Consulting Services to Assist the CITY with NPDES Permit Compliance for the Consolidated Treatment Facility Surface Water Discharge Project, CIP WW 20-17, in the amount not to exceed \$294,532; and

**WHEREAS**, CONSULTANT provided scope of work attached hereto as Exhibit "A" for Amendment No. 1 to Provide Professional Services to Prepare the City of Lathrop Consolidated Treatment Facility for Discharge of Effluent to the San Joaquin River, CIP WW 20-17; and

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

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

**AMENDMENT NO. 1 TO AGREEMENT**

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

CONSULTANT agrees to perform Professional Engineering Consulting Services in accordance with the scope of work and fee proposal provided by

CITY OF LATHROP – AMENDMENT NO. 1 TO PROVIDE PROFESSIONAL SERVICES TO PREPARE THE CITY OF LATHROP CONSOLIDATED TREATMENT FACILITY FOR DISCHARGE OF EFFLUENT TO THE SAN JOAQUIN RIVER, CIP WW 20-17

CONSULTANT, attached hereto as Exhibit “A” in addition to the scope of work in the original AGREEMENT dated November 8, 2021. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY’S satisfaction.

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

City hereby agrees to pay CONSULTANT an additional sum of **\$320,824** for the Professional Engineering Consulting Services set forth in Exhibit “A”. CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work and this AMENDMENT unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’S Authorized Representative prior to the commencement of the work.

**(3) Effective Date and Term**

The effective date of AMENDMENT NO. 1 is **December 12, 2022**, and it shall terminate no later than **December 31, 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 November 8, 2021 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

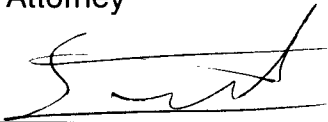
**(5) Signatures**

The individuals executing this AMENDMENT NO. 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 – AMENDMENT NO. 1 TO PROVIDE PROFESSIONAL SERVICES TO PREPARE THE CITY OF LATHROP CONSOLIDATED TREATMENT FACILITY FOR DISCHARGE OF EFFLUENT TO THE SAN JOAQUIN RIVER, CIP WW 20-17

Approved as to Form:

City of Lathrop  
City Attorney

  
\_\_\_\_\_  
Salvador Navarrete 11-29-2022  
Date

Recommended for Approval:

City of Lathrop  
Assistant City Manager

\_\_\_\_\_  
Michael King Date

Approved by:

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

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

Consultant:

Robertson-Bryan, Inc.  
3100 Zinfandel Drive  
Rancho Cordova, CA 95670  
Phone: (916) 714-1801

Federal ID # **68-0460693**  
Lathrop Business License # **20647**

\_\_\_\_\_  
Signature Date

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

November 7, 2022

**DELIVERED BY EMAIL**

Mr. Michael King  
Assistant City Manager  
City of Lathrop  
390 Towne Centre Dr.  
Lathrop, CA 95330

**Subject: Proposal to Provide Professional Services to Prepare the City of Lathrop Consolidated Treatment Facility for Discharge of Effluent to the San Joaquin River**

Dear Mr. King:

Robertson-Bryan, Inc. (RBI) has been assisting the City of Lathrop (City) in preparing to discharge treated effluent from its Consolidated Treatment Facility (CTF) to the San Joaquin River. In September of this year, RBI expended its funding under its current City contract, which covered river discharge preparation services for the prior 12 months (2022 Contract). This proposal is for RBI services that need to be completed through the end of 2023 to further ready the City for initiation of river discharge (anticipated for April 2023). These tasks are explained further in the detailed scope of work and budget provided below.

**I. SCOPE OF WORK**

**TASK 1: VEOLIA O&M CONTRACT**

Task 1.1: Contract Negotiations

RBI will assist the City in negotiating and finalizing the operation and maintenance (O&M) contract with Veolia Water West Operating Services, Inc. (Veolia) to operate the CTF in compliance with the applicable sections of the National Pollutant Discharge Elimination System (NPDES) permit and Waste Discharge Requirements/Master Recycling Permit. RBI prepared the current draft O&M contract between Veolia and the City under our 2022 Contract. RBI will support the City in this effort with meeting attendance and incorporating requested edits to the draft contract. RBI will work with the City so the new contract provides clarity regarding roles and responsibilities for Veolia and the City, and responsibilities for compliance with the applicable sections of the NPDES permit and data gathering to ensure complete reporting consistent with the NPDES permit Monitoring and Reporting Program.

Task 1.2: Meetings

RBI will attend up to four (4) virtual meetings with the City and Veolia regarding contract negotiations and revisions.

## **TASK 2: OPERATIONS TESTING**

### Task 2.1: Testing Plan and Implementation

Prior to initiation of river discharge, RBI will work with the City, PACE, and Veolia to test operational procedures at the CTF to ensure that the monitoring and controls necessary for river discharge are properly functioning. RBI, in collaboration with PACE and Veolia, will prepare an operations testing plan with procedures to implement at the CTF to test the various river discharge-related monitoring and control systems. This testing will include, but not be limited to, the dechlorination system controls, effluent turbidity controls, and effluent temperature controls. RBI will work with PACE, Veolia, and the City to implement the testing, document results from the testing, and develop any modifications to existing systems as a result of the testing.

#### *Deliverable:*

- *Operations Testing Plan*

### Task 2.2: Meetings

RBI will attend up to two (2) virtual meetings with the City, PACE, and Veolia regarding the operations testing plan development and implementation.

## **TASK 3: ELECTRONIC SMR PROCEDURES**

### Task 3.1: Procedures Development

RBI assists numerous Central Valley dischargers with preparing the electronic self-monitoring reports (SMRs) required by their NPDES permits. RBI will lead the City's efforts to develop and implement procedures for preparing monthly electronic SMRs in a manner that ensures accurate and complete data are being reported. This effort will involve defining roles and responsibilities for Veolia, City, and RBI. Electronic SMR reports have deadlines set by the NPDES permit that must be met for each time period. RBI will work with the City and Veolia to prepare "practice" electronic SMRs that include all information required by the NPDES permit Monitoring and Reporting Program for the months of January, February, and March 2023 to ensure the procedures work effectively once discharge begins.

#### *Deliverable:*

- *Electronic SMR Procedures*

### Task 3.2: Meetings

RBI will attend up to two (2) virtual meetings with the City and Veolia related to development of SMR procedures and implementation.



**TASK 4: INDUSTRIAL PRETREATMENT PROGRAM**

RBI completed a review of the City’s industrial pretreatment program (IPP) in August 2022. That review included a schedule of tasks to prepare an IPP update and submit the IPP to the Central Valley Water Board for approval, as shown below. The scope of work outlined in this task is for completing the tasks listed in the table below.

Task	Task Description	Timeframe
1	Local Limits Sampling and Analysis Plan	Winter 2022/2023
2	Conduct Sampling and Analysis	Early Summer 2023
3	Prepare Local Limits Update	Late Summer 2023
4	Update Sewer Use Ordinance <sup>1</sup>	Fall 2023
5	Update Enforcement Response Plan	Fall 2023
6	Update Implementation Procedures	Fall/Winter 2023
7	Prepare IPP Submission Package	Winter 2023
8	Submit IPP to Central Valley Water Board for Approval	February 1, 2024

<sup>1</sup> This update is for the IPP submission to the Central Valley Water Board for approval. After approval, then the City would update its ordinance formally through the Council.

**Task 4.1: Pollutants of Concern**

The U.S. Environmental Protection Agency (EPA) defines a “pollutant of concern” as any pollutant that might reasonably be expected to be discharged to a publically owned treatment works (POTW) in sufficient amounts to cause pass through or interference, cause problems in its collection system, or jeopardize its workers. Regulations and restrictions that influence identification of pollutants of concern include NPDES permit effluent limitations, biosolids disposal restrictions, and treatment process inhibition levels. RBI will develop a list of pollutants of concern in accordance EPA guidance. These will be the pollutants that undergo evaluation for local limits. RBI will prepare a technical memorandum summarizing the pollutants of concern and rationale for being carried forward for local limits analysis. RBI will prepare a draft technical memorandum for City review and a final technical memorandum that addresses City comments.

*Deliverable:*

- *Technical Memorandum*

**Task 4.2: Sampling and Analysis Plan**

RBI will prepare a Sampling and Analysis Plan to guide collection of data needed to conduct the local limits analysis. The Sampling and Analysis Plan will define the pollutants to be sampled, sampling locations, number of samples to be collected, analytical methods, required laboratory detection limits, sample bottle types and preservation, quality assurance/quality

control requirements (QA/QC), and sampling procedures. RBI will prepare a draft Sampling and Analysis Plan for City review and a final plan that addresses City comments.

*Deliverable:*

- *Sampling and Analysis Plan*

**Task 4.3: Sampling and Analysis Support**

RBI will provide support to the City with implementing the Sampling and Analysis Plan. Support includes selecting an analytical laboratory to conduct the sampling and analysis, scheduling the sampling, and reviewing the analytical laboratory reports for completeness and ensure that QA/QC objectives were met. This scope of work and budget assumes that the City will directly contract with the selected analytical laboratory for sampling and analysis services, and directly pay all laboratory charges for sampling and analysis.

**Task 4.4: Local Limits Update**

RBI will conduct a local limits analysis consistent with EPA guidance using the CTF influent, effluent, and collection system data collected in accordance with the Sampling and Analysis Plan. RBI will conduct analyses for each pollutant to identify the allowable headworks loading, maximum allowable headworks loading, maximum industrial loading, and uniform local limits. RBI will compare results with local limits the City is required to implement for consistency with Manteca's pretreatment program. RBI will prepare a draft Local Limits Report for City review and a final report that addresses City comments.

*Deliverable:*

- *Local Limits Update Report*

**Task 4.5: Sewer Use Ordinance Update**

RBI completed a detailed review of the City's Sewer Use Ordinance under a previous scope of work and provided recommendations to revise and update the ordinance. RBI will prepare revisions to the sewer use ordinance based on these recommendations, in track changes format, and identify the rationale for the proposed change. Any local limits updates also will be shown in the track changes format. RBI will participate in one (1) meeting to present the proposed ordinance revisions and obtain City input. RBI will prepare a draft revised Sewer Use Ordinance for City review and a final revised ordinance that addresses City comments.

*Deliverable:*

- *Draft and Final Revised Sewer Use Ordinance*

**Task 4.6: Enforcement Response Plan Update**

RBI will review and update the City's IPP Enforcement Response Plan to ensure that it aligns with EPA guidance and is consistent with revisions to the sewer use ordinance. RBI will

prepare revisions in track changes format and provide a rationale for the revisions. RBI will prepare a draft revised Enforcement Response Plan for City review and a final revised plan that addresses City comments.

*Deliverable:*

- *Enforcement Response Plan Update*

Task 4.7: Implementation Procedures Update

RBI will review and update the City's IPP Implementation Procedures to ensure that they are clear and consistent with revisions to the sewer use ordinance. RBI will prepare revisions in track changes format and provide a rationale for the revisions. RBI will prepare draft revised Implementation Procedures for City review and final revised procedures that address City comments.

*Deliverable:*

- *Implementation Procedures Update*

Task 4.8: City Attorney Statement

The IPP submission must include a statement from the City's attorney that the City has the authority to carry out the IPP. Required elements of the statement are defined in 40 CFR 403.9(b)(1). EPA's *Guidance Manual for POTW Pretreatment Program Development* provides a sample attorney's statement for use in preparing this element of the IPP submission. RBI will prepare a draft attorney statement for City review and comment. RBI will make revisions based on City comments and prepare a final statement for the City's attorney to sign.

*Deliverable:*

- *Draft City Attorney Statement*

Task 4.9: Resources and Funding

The City is required to establish that it has the budget, staffing, and equipment needs to implement the IPP. The City is to provide an organizational chart and brief description of the staff administering the IPP, per 40 CFR 403.9(b)(3). In addition, a description of funding levels and full- and part-time staff available to implement the IPP is required, per 40 CFR 403.9(b)(4). RBI will work closely with City staff to prepare the IPP organizational chart, a description of the staff administering the IPP, and plan for funding IPP implementation.

*Deliverable:*

- *IPP Organization Chart and Funding Plan*

#### Task 4.10: IPP Submittal Package

RBI will compile the IPP elements prepared in the above tasks into single document that will comprise the City's "Industrial Pretreatment Program" that can be submitted to the Central Valley Water Board for review and approval. RBI also will coordinate with City staff to ensure IPP package is submitted to the Central Valley Water Board by deadline.

*Deliverable:*

- *IPP Submittal Package*

#### Task 4.11: Industrial User Permit Review

RBI will review current industrial user permits for consistency with any revisions made to the City's Sewer Use Ordinance and local limits. In addition, RBI will review the industrial user permit application and provide recommended revisions, if necessary.

*Deliverable:*

- *Recommended Revisions to Industrial User Permit*

#### Task 4.12: Meetings

RBI will attend up to four (4) virtual meetings with the City related to development of the IPP.

### **TASK 5: TEMPERATURE COMPLIANCE**

The following subtasks address data collection and evaluation to support operations for compliance with NPDES permit limitations for temperature.

#### Task 5.1: CTF Effluent Monitoring

RBI has been collecting hourly CTF effluent temperature data for several years to build the dataset needed to adequately assess compliance with the Thermal Plan; however, current funding for this effort has been fully expended. An online effluent temperature probe for NPDES compliance monitoring is planned for installation by the end of 2022. In the interim, RBI recommends continuing to collect effluent temperature via the use of Onset Loggers. RBI will travel once per month to the CTF to download data from the Onset Loggers using a HOBO waterproof shuttle. RBI will download data from the shuttle into an MS Excel spreadsheet and review the data for abnormalities (e.g., outliers, air temperature readings). This scope of work is to continue this effluent temperature monitoring through December 2022.

#### Task 5.2: Diversion to Cooling Pond Procedures

RBI will analyze the entire CTF effluent temperature data set to identify the statistical daily highs and averages by month. In addition, RBI will compile and analyze San Joaquin River temperature collected at the nearest monitoring station with data available on the California

Data Exchange Center (CDEC) to identify the statistical daily averages and lows. From these analyses, RBI will identify the months when the difference between the CTF daily average effluent temperature and the river temperature has the potential to be >20°F, and develop recommendations for timing diversion of CTF effluent to the cooling ponds relative to river temperature.

*Deliverable:*

- *Diversion to Cooling Pond Procedures*

**TASK 6: NPDES PERMIT MODIFICATIONS AND RECYCLED WATER GENERAL ORDER PERMITTING**

Task 6.1: Permitting Assistance

RBI will assist the City and Woodard & Curran with obtaining coverage for the City's recycled water ponds, remaining land application areas, and existing and future recycled water use areas under the State Water Resources Control Board's Statewide General Order for Recycled Water Use (Order WQ 2016-0068-DDW) (General Order). This General Order authorizes beneficial, non-potable recycled water uses consistent with the Uniform Statewide Recycling Criteria. In addition, RBI will review and comment on a land disposal facility closure plan (to be prepared by Woodard & Curran) to support the Central Valley Water Board rescinding the City's WDRs for land disposal. Finally, RBI will lead efforts needed to re-open and modify the NPDES permit to include language that also will facilitate rescinding the WDRs.

Task 6.2: Meetings

RBI will attend up to eight (8) virtual meetings with the City and Woodard & Curran related assisting with the Task 6.1 scope. In addition, RBI will attend up to two (2) meetings with the Central Valley Water Board permitting staff.

Task 6.3: Board Hearing

RBI will prepare for and attend the Central Valley Water Board hearing at which the NPDES permit modifications and WDR rescission will be considered/adopted.

**TASK 7: ADDITIONAL SERVICES**

This task provides funding to be used to provide additional RBI services as directed by the City, as the need arises. This facilitates timely and effectively addressing unanticipated or expanded issues as they arise without delays that would otherwise be incurred to seek a contract remedy prior to proceeding. Work under this task will be at the direction of the City Manager or Assistant City Manager.

**TASK 8: PROJECT MANAGEMENT**

This task provides hours for RBI's Project Manager and Principal-in-Charge to oversee and direct RBI staff efforts on each task and hold key conversations with City staff when needed.

Michael King  
City of Lathrop  
November 7, 2022  
Page 8



In addition, this task provides time for project coordination by phone, email, and fax with other project team members, budget and schedule tracking, invoicing, and other duties to coordinate/administer the project.

### **Additional Assumptions of this Scope of Work**

The level of effort for this scope is limited to the hours budgeted. Should additional services be requested due to additional requests of City staff that are not identified herein, or should analyses of greater scope or depth than identified and budgeted herein be required, RBI will notify the City to discuss the extent of any out-of-scope services needed/requested. Should out-of-scope services be requested by the City, RBI will submit a supplemental scope and fee proposal for those services.

## **II. SCHEDULE**

RBI can begin providing professional services associated with the tasks defined herein upon receipt of a signed contract or written authorization to proceed.

## **III. CONTRACT AND BILLING ARRANGEMENT**

RBI will complete the scope of work defined herein on a time-and-materials basis, with an authorized budget as shown in **Attachment 1**. RBI will not exceed the authorized budget amount without written approval. Attachment 1 provides an estimated breakdown of the total budget by task based on RBI's 2022 rates (**Attachment 2**) for work activities completed October through December 15, 2022, and according to its 2023 rate schedule (**Attachment 3**) for all services provided between December 16, 2022 and December 31, 2023.

If you have any questions regarding this proposal, please do not hesitate to contact me at (916) 261-4043. We look forward to continuing to assist the City with its NPDES permitting and compliance needs.

Sincerely,

A handwritten signature in black ink that reads 'Michael D. Bryan'.

Michael Bryan, Ph.D.  
Managing Partner  
Attachment 1: RBI Budget  
Attachment 2: 2022 Fee Schedule  
Attachment 3: 2023 Fee Schedule



ATTACHMENT 1

RBIBUDGET

		September December 2022 Budget										Task Total
		Managing Partner	Partner	Associate	Associate	Senior Scientist II	Senior Engineer I	Senior Scientist I	Staff Engineer II			Task Subtotal
		Michael Bryan	Art O'Brien	Paul Bedore	Michelle Brown	Cam Irvine	Cyle Moon	Ellen Preece	Leonardo Urrego-Vallowe			Task Subtotal
<b>PROFESSIONAL SERVICES</b>												
<b>Task 1: Veolia O&amp;M Contract</b>												
Task 1.1: Contract Negotiations		4	8		16		4					\$ 9,096
Task 1.2: Meetings (2)		4	4									\$ 2,564
<b>Task 4: Industrial Pretreatment Program (IPP)</b>												
Task 4.1: Pollutants of Concern		2			16		4		40			\$ 12,718
<b>Task 5: Temperature Compliance</b>												
Task 5.1: CTF Effluent Monitoring								20				\$ 4,980
<b>Task 6: NPDES Permit Mod / Recycled Water Permitting</b>												
Task 6.1: Permitting Assistance		4		16								\$ 5,572
Task 6.2: Meetings (2)		4		4								\$ 2,368
<b>Task 7: Additional Services</b>												
Task 7.1: Additional Services		16		16			16					\$ 13,456
<b>Task 8: Project Management</b>												
Task 8.1: Project Management		12		14								\$ 7,638
		46	12	50	32	0	24	20	40			
		\$ 325	\$ 316	\$ 267	\$ 267	\$ 261	\$ 249	\$ 249	\$ 170			
<b>Total by Staffperson</b>		\$ 14,950	\$ 3,792	\$ 13,350	\$ 8,544	\$ -	\$ 5,976	\$ 4,980	\$ 6,800			\$ 58,392
<b>DIRECT EXPENSES</b>												
Mileage												
		\$ 350										
<b>Subtotal Other Direct Expenses</b>		\$ 350										
<b>TOTAL BUDGET</b>		\$ 58,742										



**ATTACHMENT 1**

**RBI BUDGET**

January - December 2023 Budget												
	Managing Partner	Partner	Associate	Associate	Senior Scientist II	Senior Engineer I	Senior Scientist I	Staff Engineer II			Task Total	
	Michael Bryan	Art O'Brien	Paul Bedore	Michelle Brown	Cam Irvine	Cyle Moon	Ellen Preece	Leonardo Urrego-Vallows	Task	Subtotal		
<b>PROFESSIONAL SERVICES</b>												
<b>Task 1: Veneta O&amp;M Contract</b>												
Task 1.1: Contract Negotiations	8	8		8		4					\$ 8,644	
Task 1.2: Meetings (2)	4	4									\$ 2,684	
<b>Task 2: Operations Testing</b>												
Task 2.1: Testing Plan and Implementation		16				60		32			\$ 27,212	
Task 2.2: Meetings (2)						4		4			\$ 1,824	
<b>Task 3: Electronic SMR Procedures</b>												
Task 3.1: Procedures Development		8	8			24		24			\$ 15,832	
Task 3.2: Meetings (2)						4		4			\$ 1,824	
<b>Task 4: Industrial Pretreatment Program (IPP)</b>												
Task 4.2: Sampling and Analysis Plan	1			8	48	4					\$ 16,815	
Task 4.3: Sampling and Analysis Support	2			4	40						\$ 12,794	
Task 4.4: Local Limits Update	3			16				80			\$ 27,777	
Task 4.5: Sewer Use Ordinance Update	2			16				12			\$ 7,482	
Task 4.6: Enforcement Response Plan Update	2			16				20			\$ 9,042	
Task 4.7: Implementation Procedures Update	2			16				20			\$ 9,042	
Task 4.8: City Attorney Statement	1			8							\$ 2,571	
Task 4.9: Resources and Funding	1			16							\$ 4,803	
Task 4.10: IPP Submittal Package	2			8				8			\$ 4,470	
Task 4.11: Industrial User Permit Review	2			8				16			\$ 6,030	
Task 4.12: Meetings (4)			8								\$ 4,464	
<b>Task 5: Temperature Compliance</b>												
Task 5.2: Diversion to Cooling Pond Procedures	2					12		16			\$ 6,930	
<b>Task 6: NPDES Permit Mod / Recycled Water Permitting</b>												
Task 6.1: Contract Negotiations	8		50								\$ 16,662	
Task 6.2: Meetings (8)	16		16								\$ 9,888	
Task 6.3: Board Hearing	8		8								\$ 4,944	
<b>Task 7: Additional Services</b>												
Task 7.1: Additional Services	16	8	24			24		24			\$ 25,720	
<b>Task 8: Project Management</b>												
Task 8.1: Project Management	48		64								\$ 34,128	
	128	44	178	156	88	136	0	260				
	\$ 339	\$ 332	\$ 279	\$ 279	\$ 275	\$ 261	\$ 261	\$ 195				
<b>Total by Staffperson</b>	<b>\$ 43,392</b>	<b>\$ 14,608</b>	<b>\$ 49,662</b>	<b>\$ 43,524</b>	<b>\$ 24,200</b>	<b>\$ 35,496</b>	<b>\$ -</b>	<b>\$ 50,700</b>			<b>\$ 261,582</b>	
<b>DIRECT EXPENSES</b>												
Mileage												
	\$ 500											
<b>Subtotal Other Direct Expenses</b>	<b>\$ 500</b>											
<b>TOTAL BUDGET</b>	<b>\$ 262,082</b>											



## ATTACHMENT 2

### 2022 FEE SCHEDULE

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

<b>PROFESSIONAL SERVICES</b>	<b>RATE/HOUR</b>
◆ Managing Partner	\$325.00
◆ Partner	\$316.00
◆ Principal Engineer/Scientist	\$308.00
◆ Senior Consultant	\$291.00
◆ Resource Director	\$278.00
◆ Associate	\$267.00
◆ Senior Engineer/Scientist II	\$261.00
◆ Senior Engineer/Scientist I	\$249.00
◆ Project Engineer/Scientist III	\$229.00
◆ Project Engineer/Scientist II	\$219.00
◆ Project Engineer/Scientist I	\$199.00
◆ Staff Engineer/Scientist II	\$186.00
◆ Staff Engineer/Scientist I	\$170.00
◆ Technical Analyst	\$162.00
◆ Graphics/GIS	\$148.00
◆ Laboratory Compliance Specialist	\$144.00
◆ Administrative Assistant	\$106.00
◆ Intern	\$69.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings. Rates will be adjusted annually. Rates are adjusted annually, effective December 16<sup>th</sup>.

#### INVOICING AND PAYMENTS

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.

### ATTACHMENT 3

#### 2023 FEE SCHEDULE

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

<b>PROFESSIONAL SERVICES</b>	<b>RATE/HOUR</b>
◆ Managing Partner	\$339.00
◆ Partner	\$332.00
◆ Principal Engineer/Scientist	\$323.00
◆ Senior Consultant	\$306.00
◆ Resource Director	\$289.00
◆ Associate	\$279.00
◆ Senior Engineer/Scientist II	\$275.00
◆ Senior Engineer/Scientist I	\$261.00
◆ Project Engineer/Scientist III	\$239.00
◆ Project Engineer/Scientist II	\$229.00
◆ Project Engineer/Scientist I	\$209.00
◆ Staff Engineer/Scientist II	\$195.00
◆ Staff Engineer/Scientist I	\$179.00
◆ Technical Analyst	\$167.00
◆ Graphics/GIS	\$148.00
◆ Laboratory Compliance Specialist	\$144.00
◆ Administrative Assistant	\$111.00
◆ Intern	\$69.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings. Rates will be adjusted annually. Rates are adjusted annually, effective December 16<sup>th</sup>.

#### INVOICING AND PAYMENTS

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.

**AMENDMENT NO. 2**

**TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND  
ROBERTSON-BRYAN, INC DATED NOVEMBER 8, 2021**

**TO PROVIDE PROFESSIONAL SERVICES TO ASSIST WITH  
IMPLEMENTING ALL REQUIREMENTS OF THE CITY OF LATHROP  
CONSOLIDATED TREATMENT FACILITY NPDES PERMIT**

**THIS AMENDMENT** (hereinafter "AMENDMENT NO. 2") to the agreement between Robertson-Bryan, Inc. and the City of Lathrop dated November 8, 2021, (hereinafter "AGREEMENT") dated for convenience this **12th day of December 2022**, is by and between **Robertson-Bryan, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

**RECITALS:**

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

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

**WHEREAS**, on November 8, 2021, CONSULTANT and CITY entered into an AGREEMENT for Professional Engineering Consulting Services to Assist the CITY with NPDES Permit Compliance for the Consolidated Treatment Facility Surface Water Discharge Project, CIP WW 20-17, in the amount not to exceed \$294,532; and

**WHEREAS**, on December 12, 2022, CONSULTANT and CITY entered into an Amendment No. 1 to the AGREEMENT for Professional Services to Prepare the City of Lathrop Consolidated Treatment Facility for Discharge of Effluent to the San Joaquin River for the Consolidated Treatment Facility Surface Water Discharge Project, CIP WW 20-17, in the amount not to exceed \$262,082.

**WHEREAS**, CONSULTANT provided scope of work attached hereto as Exhibit "A" for Amendment No. 2 to Provide Professional Services to Assist with Implementing all Requirements of the City of Lathrop Consolidated Treatment Facility NPDES Permit through December 2023, in the amount not to exceed \$259,290; and

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

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

CITY OF LATHROP – AMENDMENT NO. 2 TO PROVIDE PROFESSIONAL SERVICES TO ASSIST WITH IMPLEMENTING ALL REQUIREMENTS OF THE CITY OF LATHROP CONSOLIDATED TREATMENT FACILITY NPDES PERMIT

**AMENDMENT NO. 2 TO AGREEMENT**

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

CONSULTANT agrees to perform Professional Engineering Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit “A” in addition to the scope of work in the original AGREEMENT dated November 8, 2021. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY’S satisfaction.

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

City hereby agrees to pay CONSULTANT an additional sum of **\$259,290** for the Professional Engineering Consulting Services set forth in Exhibit “A”. CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work and this AMENDMENT unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’S Authorized Representative prior to the commencement of the work.

- (3) **Effective Date and Term**

The effective date of AMENDMENT NO. 2 is **December 12, 2022**, and it shall terminate no later than **December 31, 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 November 8, 2021 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

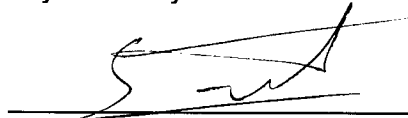
- (5) **Signatures**

The individuals executing this AMENDMENT NO. 2 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 2 on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – AMENDMENT NO. 2 TO PROVIDE PROFESSIONAL SERVICES TO ASSIST WITH IMPLEMENTING ALL REQUIREMENTS OF THE CITY OF LATHROP CONSOLIDATED TREATMENT FACILITY NPDES PERMIT

Approved as to Form:

City of Lathrop  
City Attorney



11-29-2022

\_\_\_\_\_  
Salvador Navarrete

\_\_\_\_\_  
Date

Recommended for Approval:

City of Lathrop  
Assistant City Manager

\_\_\_\_\_  
Michael King

\_\_\_\_\_  
Date

Approved by:

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

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

\_\_\_\_\_  
Date

Consultant:

Robertson-Bryan, Inc.  
3100 Zinfandel Drive  
Rancho Cordova, CA 95670  
Phone: (916) 714-1801

Federal ID # **68-0460693**  
Lathrop Business License # **20647**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



November 7, 2022

**DELIVERED BY EMAIL**

Mr. Michael King  
 Assistant City Manager  
 City of Lathrop  
 390 Towne Centre Dr.  
 Lathrop, CA 95330

**Subject: Proposal to Provide Professional Services to Assist with Implementing all Requirements of the City of Lathrop Consolidated Treatment Facility NPDES Permit through December 2023**

Dear Mr. King:

Robertson-Bryan, Inc. (RBI) has been assisting the City of Lathrop (City) in preparing to discharge treated effluent from its Consolidated Treatment Facility (CTF) to the San Joaquin River. This proposal is for RBI services that need to be completed to maintain compliance with its National Pollutant Discharge Elimination Permit (NPDES) permit through the end of 2023. These tasks are explained further in the detailed scope of work and budget provided below.

**I. SCOPE OF WORK**

**TASK 1: NPDES PERMIT REPORTING**

**Subtask 1.1: Routine Self-monitoring Reports (SMRs)**

RBI will assist the City with preparing and reviewing data files and cover letters for routine SMRs, which includes monthly, quarterly, and annual reports. RBI also will assist with preparation and review of the Discharge Monitoring Report (DMR) that is required with each SMR submittal. Both the DMR and SMRs are uploaded to the California Integrated Water Quality System (CIWQS) database. RBI will assist the City in preparation of draft SMRs and will review draft SMR and DMR data files to ensure they contain the NPDES permit-required information, the calculated and analytical parameters are accurate, and the contents of the cover letter and any attachments are consistent with the reported data. RBI will work with the City to finalize the SMRs for upload to CIWQS and will coordinate with the City to ensure the SMRs are submitted and certified in CIWQS by the report due date. The City is responsible for conducting the final submittal and certification of SMRs in CIWQS. Hours budgeted are for providing assistance with SMRs/DMRs for the following submittals.

Report Type	Reporting Period	Report Due Date
Monthly	September 2022	November 1, 2022
Monthly	October 2022	December 1, 2022
Monthly	November 2022	January 1, 2023
Monthly	December 2022	February 1, 2023
Monthly	January 2023	March 1, 2023
Monthly	February 2023	April 1, 2023
Monthly	March 2023	May 1, 2023
Monthly	April 2023	June 1, 2023
Monthly	May 2023	July 1, 2023
Monthly	June 2023	August 1, 2023
Monthly	July 2022	September 1, 2023
Monthly	August 2022	October 1, 2023
Monthly	September 2022	November 1, 2023
Monthly	October 2022	December 1, 2023
Monthly	November 2022	January 1, 2024
Quarterly	3 <sup>rd</sup> Quarter 2022	November 1, 2022
Quarterly	4 <sup>th</sup> Quarter 2022	February 1, 2023
Quarterly	1 <sup>st</sup> Quarter 2023	May 1, 2023
Quarterly	2 <sup>nd</sup> Quarter 2023	August 1, 2023
Quarterly	3 <sup>rd</sup> Quarter 2023	November 1, 2023
Annual	Calendar Year 2022	February 1, 2023

**Subtask 1.2: One-time Reports**

RBI will prepare the following one-time reports required by the NPDES permit. While the one report is due February 1, 2024, RBI will need to begin working on it by December 2023, hence its inclusion in this scope of work.

- Analytical Methods Report Certification due January 1, 2023
- Mercury Pollution Prevention Plan due February 1, 2024

**TASK 2: COORDINATION AND REVIEW OF CONTRACT LABORATORY TESTING**

**Subtask 2.1: Whole Effluent Toxicity Testing**

RBI will assist the City with scheduling, coordination, and reviewing results of routine, quarterly whole effluent toxicity (WET) testing required by the NPDES permit during Q1–Q4 2023 (four routine quarterly reports). RBI will advise the City on whether permit-required accelerated testing or a toxicity reduction evaluation (TRE) has been triggered. In the event a

TRE is triggered by the routine bioassay results, the City must submit a TRE Action Plan to the Central Valley Water Board within 30 days. Budget is provided for RBI to prepare one (1) TRE Action Plan for the City to provide a timely submittal, should a TRE be triggered. RBI will provide a separate scope and budget to provide assistance beyond the hours budgeted herein in the event that additional effort is required to assist implementing routine testing, accelerated testing, or a TRE. We assume that the City will contract laboratory testing services separate from RBI's contract and that Veolia operations staff will collect the effluent samples used for bioassay testing.

#### Subtask 2.2: Effluent and Receiving Water Characterization Monitoring

The City is required to conduct four quarters of effluent and receiving water characterization monitoring during Q2 2023–Q1 2024. RBI will coordinate with the City, Veolia, Compliance First, and FGL to ensure that the testing will be completed as required. This scope of work and budget assumes that Veolia or FGL will collect the effluent samples, Compliance First will collect the receiving water samples, and FGL will be responsible for analytical testing. RBI will review the laboratory reports, coordinate with FGL on any QA/QC issues, and prepare the data for submittal to CIWQS with the SMRs.

#### Subtask 2.3: Pyrethroid Pesticides Monitoring

The City is required to conduct four quarters of effluent and receiving water monitoring for pyrethroid pesticides and acute toxicity using the pyrethroid-sensitive test species, *Hyalella azteca* during Q2 2023–Q1 2024. RBI will coordinate with the City, Veolia and FGL to ensure that the testing will be completed as required. This scope of work and budget assumes that Veolia or FGL will collect the effluent samples, Compliance First, LLC will collect the receiving water samples, and McCampbell Analytical will conduct the testing under sub-contract to FGL. RBI will review the laboratory reports, coordinate with FGL and McCampbell Analytical on any QA/QC issues, and prepare the data for submission to CIWQS with the SMRs.

### **TASK 3: TEMPERATURE COMPLIANCE**

RBI will conduct daily (weekday) tracking of the San Joaquin River temperature in accordance with procedures developed by RBI under separate contract. This tracking will be conducted in the months identified as having the potential to have a CTF effluent-river temperature differential >20°F. With initiation of river discharge in April 2023 and based on RBI's familiarity with other Delta dischargers, the months of November and December 2023 are the months in which tracking will need to be conducted. If the river temperature falls below the temperature identified from the above analysis, then RBI will notify the City and Veolia, so that CTF effluent can be diverted to the cooling ponds.

### **TASK 4: SEWER RATES EVALUATION**

RBI will review the City's current wastewater rate structure in light of anticipated annual expenses for operating and maintaining the CTF under the new NPDES permit, for preparing



the reports needed in compliance with the NPDES permit, and continuing to operate the recycled water system. This review also will consider the City's planned population growth and future needs (and timing) for expanding the CTF treatment capacity to accommodate planned and approved growth. Based on this review, RBI will provide input to the City's rate consultant to update the rate consultant's rate model and then review the model as it is being developed. If rate increases are needed, RBI will also consult with City management on approaches to implementing those rate increases.

#### **TASK 5: ADDITIONAL SERVICES**

This task provides funding to be used to provide additional RBI services as directed by the City, as the need arises. This facilitates timely and effectively addressing unanticipated or expanded issues as they arise without delays that would otherwise be incurred to seek a contract remedy prior to proceeding. Work under this task will be at the direction of the City Manager or Assistant City Manager.

#### **TASK 6: MEETINGS**

This task provides for up to two meetings per month from September 2022 through December 2023 for a total of thirty-two (32) meetings for RBI staff to meet with City staff and its contractors/consultants to coordinate efforts and obtain information associated with implementing this scope of work. For the purposes of the scope and budget for this task, two (2) hours are assumed for each RBI staff member attending each meeting, which provides time for meeting/call preparation, participation, and post-meeting briefings of other parties not attending the meetings.

#### **TASK 7: PROJECT MANAGEMENT**

This task provides hours for RBI's Project Manager and Principal-in-Charge to oversee and direct RBI staff efforts on each task and hold key conversations with City staff when needed. In addition, this task provides time for project coordination by phone, email, and fax with other project team members, budget and schedule tracking, invoicing, and other duties to coordinate/administer the project.

#### **TASK 8: CTF PROGRAM MANAGEMENT**

This task provides funding for RBI's Project Manager and Principal-in-Charge to assist City staff in identifying and scheduling all tasks that need to be completed (including tasks lead by other parties) to: (1) coordinate all necessary monitoring and reporting under the NPDES permit, and (2) maintain compliant operations. RBI will ensure that all necessary coordination among Veolia, PACE, Woodard & Curran, City, RBI, and others happens when needed. This will ensure that appropriate and timely actions are assigned to the proper parties to facilitate operating the CTF in a manner that is efficient, complies with its permits, and consolidates its permits in a timely manner to minimizing regulatory reporting efforts. The management

Michael King  
City of Lathrop  
November 7, 2022  
Page 5



efforts under this task do not include hours for managing the implementation of RBI's technical tasks identified herein, which is budgeted under Task 7.

### **Additional Assumptions of this Scope of Work**

The level of effort for this scope is limited to the hours budgeted. Should additional services be requested due to additional requests of City staff that are not identified herein, or should analyses of greater scope or depth than identified and budgeted herein be required, RBI will notify the City to discuss the extent of any out-of-scope services needed/requested. Should out-of-scope services be requested by the City, RBI will submit a supplemental scope and fee proposal for those services.

## **II. SCHEDULE**

RBI can begin providing professional services associated with the tasks defined herein upon receipt of a signed contract or written authorization to proceed.

## **III. CONTRACT AND BILLING ARRANGEMENT**

RBI will complete the scope of work defined herein on a time-and-materials basis, with an authorized budget as shown in **Attachment 1**. RBI will not exceed the authorized budget amount without written approval. Attachment 1 provides an estimated breakdown of the total budget by task based on RBI's 2022 rates (**Attachment 2**) for work activities completed October through December 15, 2022, and according to its 2023 rate schedule (**Attachment 3**) for all services provided between December 16, 2022 and December 31, 2023.

If you have any questions regarding this proposal, please do not hesitate to contact me at (916) 261-4043. We look forward to continuing to assist the City with its NPDES permitting and compliance needs.

Sincerely,

A handwritten signature in black ink that reads 'Michael D. Bryan'.

Michael Bryan, Ph.D.  
Managing Partner  
Attachment 1: RBI Budget  
Attachment 2: 2022 Fee Schedule  
Attachment 3: 2023 Fee Schedule



ATTACHMENT 1

RBI BUDGET

September - December 2022 Budget											
	Managing Partner	Partner	Associate	Associate	Senior Scientist II	Senior Engineer I	Senior Scientist I	Staff Engineer II	Task Subtotal	Task Total	
<b>PROFESSIONAL SERVICES</b>											
<b>Task 1: NPDES Permit Reporting</b>											
Task 1.1: Routine Self-Monitoring Reports (SMRs)											
	20	12	12			6			\$ 1,494	\$ 1,494	
<b>Task 6: Meetings</b>									\$ 16,982	\$ 16,982	
<b>Task 7: Project Management</b>	4		8						\$ 3,436	\$ 3,436	
	24	12	20	0	0	20	0	0			
	\$ 325	\$ 316	\$ 267	\$ 267	\$ 261	\$ 249	\$ 249	\$ 170			
	\$ 7,900	\$ 3,792	\$ 5,340	\$ -	\$ -	\$ 4,980	\$ -	\$ -		\$ 21,912	
<b>TOTAL by Staffperson</b>											
<b>DIRECT EXPENSES</b>											
Mileage	\$ -										
<b>Subtotal Other Direct Expenses</b>	\$ -										
<b>TOTAL BUDGET</b>	\$ -										



ATTACHMENT 1

RBI BUDGET

January - December 2023 Budget											
	Managing Partner	Partner	Associate	Associate	Senior Scientist II	Senior Scientist I	Senior Scientist I	Senior Engineer I	Senior Engineer II	Staff Engineer II	Task Subtotal
	Michael Bryan	Art O'Brien	Paul Bedore	Michelle Brown	Cam Irvine	Ellen Preece	Cyle Moon	Leonardo Urrego-Vallowe			
<b>PROFESSIONAL SERVICES</b>											
<b>Task 1: NPDES Permit Reporting</b>		16	16					40	60	16	\$ 31,916
Task 1.1: Routine Self-Monitoring Reports (SMRs)			12					8			\$ 8,556
Task 1.2: One-Time Reports											
<b>Task 2: Coord. / Review of Contract Laboratory Testing</b>			10		36			4	32		\$ 13,368
Subtask 2.1: Whole Effluent Toxicity Testing	2				48			4	8		\$ 21,162
Subtask 2.2: Effluent/RW Characterization Monitoring	2				32			4			\$ 12,082
Subtask 2.3: Pyrethroid Pesticides Monitoring	2										
<b>Task 3: Temperature Compliance</b>	6							8	12		\$ 6,462
<b>Task 4: Sewer Rates Evaluation</b>	4	40		8				4			\$ 17,912
<b>Task 5: Additional Services</b>	16	16	16	16			32		24		\$ 32,696
<b>Task 6: Meetings</b>	48	24	48								\$ 37,632
<b>Task 7: Project Management</b>	24		48								\$ 21,528
<b>Task 8: CTF Program Management</b>	36	24	48								\$ 33,564
	140	120	198	24	116	0	100	152			
	\$ 339	\$ 332	\$ 279	\$ 279	\$ 275	\$ 261	\$ 261	\$ 195			
<b>Total by Staffperson</b>	\$ 47,460	\$ 39,840	\$ 55,242	\$ 6,696	\$ 31,900	\$ -	\$ 26,100	\$ -	\$ 29,640		\$ 236,878
<b>DIRECT EXPENSES</b>											
Mileage	\$ 500										
<b>Subtotal Other Direct Expenses</b>	\$ 500										
<b>TOTAL BUDGET</b>	\$ 237,378										

## ATTACHMENT 2

### 2022 FEE SCHEDULE

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

<b>PROFESSIONAL SERVICES</b>	<b>RATE/HOUR</b>
◆ Managing Partner	\$325.00
◆ Partner	\$316.00
◆ Principal Engineer/Scientist	\$308.00
◆ Senior Consultant	\$291.00
◆ Resource Director	\$278.00
◆ Associate	\$267.00
◆ Senior Engineer/Scientist II	\$261.00
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◆ Laboratory Compliance Specialist	\$144.00
◆ Administrative Assistant	\$106.00
◆ Intern	\$69.00

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#### INVOICING AND PAYMENTS

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.

### ATTACHMENT 3

#### 2023 FEE SCHEDULE

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

<b>PROFESSIONAL SERVICES</b>	<b>RATE/HOUR</b>
◆ Managing Partner	\$339.00
◆ Partner	\$332.00
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◆ Project Engineer/Scientist III	\$239.00
◆ Project Engineer/Scientist II	\$229.00
◆ Project Engineer/Scientist I	\$209.00
◆ Staff Engineer/Scientist II	\$195.00
◆ Staff Engineer/Scientist I	\$179.00
◆ Technical Analyst	\$167.00
◆ Graphics/GIS	\$148.00
◆ Laboratory Compliance Specialist	\$144.00
◆ Administrative Assistant	\$111.00
◆ Intern	\$69.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings. Rates will be adjusted annually. Rates are adjusted annually, effective December 16<sup>th</sup>.

#### INVOICING AND PAYMENTS

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.

## ITEM 4.14

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

- ITEM:** **WEST LATHROP SPECIFIC PLAN PROPERTY TAX SHARING AGREEMENT WITH THE COUNTY OF SAN JOAQUIN**
- RECOMMENDATION:** **Approve Addendum to Revenue Sharing Agreement (A-96-341) Between the City of Lathrop and County of San Joaquin for the West Lathrop Specific Plan Development**
- CEQA STATUS:** **Not a Project as Defined in Section 15378 of the State CEQA Guidelines**
- 

#### **SUMMARY:**

On June 18, 1996, the City and County entered into a tax sharing agreement for the annexation of the West Lathrop Specific Plan (WLSP). At the time of annexation, the development was expected to develop with 4 theme parks with associated uses and an anticipated total assessed property value of \$4 billion. The original plan was anticipated to generate substantial Transient Occupancy Tax (TOT) and Sales Tax for the City. As a result, the City agreed to take a reduced share of the property tax, specifically a 90%-County/10%-City tax split.

In November of 2000, the citizens of Lathrop passed Measure D. Measure D significantly changed the direction of the WLSP project and removed the theme park land use. The project was re-approved in 2003 for 11,000 dwelling units and 5 million square feet of commercial space. In 2021, the total unit count was increased and today, is approved for 15,010 residential units and 5 million square feet of commercial space, with an estimated assessed property value of \$9.7 billion. With the modification from theme parks to primarily residential, the property tax agreement should have been revisited and adjusted for the change in use.

In August 2022, the City met with the County to explore amending the current property tax sharing agreement between the County and the City as it relates to Tax Rate Areas (TRA's) 007-078, 007-079, 007-080, 007-089 and 007-091 in the WLSP project area. The County agreed to propose a 60%-County/40%-City property tax split for all undeveloped property in the project area to the Board of Supervisors at their December 13, 2022 meeting. This change will bring the property tax share in line with other residential developments within the City.

The revised tax split allocation for WLSP will more equitably distribute property tax revenues between the City and the County based on service responsibility.

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**DECEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**WEST LATHROP SPECIFIC PLAN PROPERTY TAX SHARING AGREEMENT**  
**WITH SAN JOAQUIN COUNTY**

By approving the addendum to the revenue sharing agreement between the City and County, the City will receive an increased share of the property tax as identified in the agreement attached. The revised split will revise the formula within the tax rate area from a split of 90%-County/10%-City tax split to a 60%-County/40%-City tax split.

While this agreement has no immediate effect on property tax revenue received, it may generate substantially more property tax revenue than previously anticipated in the future development area. This change as proposed at the rate of 60%-County/40%-City may generate an estimated additional \$7.6 million in property tax revenue for the City when the project is built out.

**BACKGROUND:**

On June 18, 1996, the City and County entered into a tax sharing agreement for the annexation of the West Lathrop Specific Plan (WLSP). At the time of annexation, the development was expected to develop with 4 theme parks with associated uses and an anticipated total assessed property value of \$4 billion. The original plan was anticipated to generate substantial Transient Occupancy Tax (TOT) and Sales Tax for the City. As a result, the City agreed to take a reduced share of the property tax, specifically a 90%-County/10%-City tax split.

The "West Lathrop Specific Plan" references the Specific Plan approved by the City on February 20, 1996, and currently includes Tax Rate Area's (TRAs) 007-078, 007-079, 007-080, 007-089 and 007-091.

In November of 2000, the citizens of Lathrop passed Measure D. Measure D significantly changed the direction of the WLSP project and removed the theme park land use. The project was re-approved in 2003 for 11,000 dwelling units and 5 million square feet of commercial space. In 2021, the total unit count was increased and today, is approved for 15,010 residential units and 5 million square feet of commercial space, with an estimated assessed property value of \$9.7 billion. With the modification from theme parks to primarily residential, the property tax agreement should have been revisited and adjusted for the change in use.

The 1996 tax sharing agreement anticipated revenue of \$9.4 million for the County and \$1 million for the City. With the change in zoning, the increase in assessed value and no change to the property tax agreement, the development is anticipated to generate an estimated \$25.8 million for the County and \$2.9 million for the City. The City share is not sufficient to provide the needed services required by the 40,000+ new residents. It is clear that economic development efforts generate significant benefits to the County, City, school districts, and other public agencies in terms of



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**WITH SAN JOAQUIN COUNTY**

quality of life, careers, commutes, and higher property tax revenues associated with increased assessed values. However, the responsibility and associated costs of providing the majority of municipal services to these efforts falls squarely on the City.

By approving the addendum to the revenue sharing agreement between the City and County, the City will receive an increased share of the property tax as identified in the agreement attached. The revised split will revise the formula within the tax rate area from a split of 90%-County/10%-City tax split to a 60%-County/40%-City tax split. While this agreement has no immediate effect on property tax revenue received, it may generate substantially more property tax revenue than previously anticipated in the future development area. This change as proposed at the rate of 60%-County/40%-City may generate an estimated additional \$7.6 million in property tax revenue for the City when the project is built out.

**REASON FOR RECOMMENDATION:**

The revised tax split allocation for the West Lathrop Specific Plan will more equitably distribute property tax revenues between the City and the County based on service responsibility. Staff recommends the City Council authorize the Addendum to Revenue Sharing Agreement (A-96-341) between the City of Lathrop and County of San Joaquin for the West Lathrop Specific Plan Development.

**FISCAL IMPACT:**

By approving the addendum to the revenue sharing agreement between the City and County the City will receive an increased share of the property tax as identified in the agreement attached. The proposed split will revise the formula within the tax rate area from a split of 90%-County/10%-City tax split to a 60%-County/40%-City tax split. While this agreement has no immediate effect on property tax revenue received, it may generate substantially more property tax revenue than previously anticipated in the future development area. This change as proposed at the rate of 60%-County/40%-City may generate an additional \$7.6 million dollars in property tax revenue for the City when the project is built out.

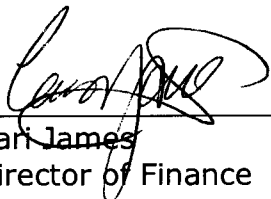
**CITY MANAGER'S REPORT** **PAGE 4**  
**DECEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**WEST LATHROP SPECIFIC PLAN PROPERTY TAX SHARING AGREEMENT**  
**WITH SAN JOAQUIN COUNTY**

**ATTACHMENTS:**


- A. Resolution Approving the Addendum to Revenue Sharing Agreement (A-96-341) Between the City of Lathrop and County of San Joaquin for the West Lathrop Specific Plan Development
  
- B. Addendum to Revenue Sharing Agreement (A-96-341) Between the City of Lathrop and County of San Joaquin for the West Lathrop Specific Plan Development

**CITY MANAGER'S REPORT** **PAGE 5**  
**DECEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**WEST LATHROP SPECIFIC PLAN PROPERTY TAX SHARING AGREEMENT**  
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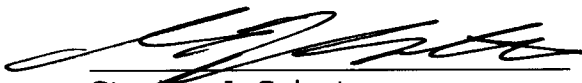
**APPROVALS:**

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

11/28/2022  
Date

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

11-29-2022  
Date

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

12-1-22  
Date

**RESOLUTION NO. 22-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE ADDENDUM TO REVENUE SHARING AGREEMENT (A-96-341) BETWEEN THE CITY OF LATHROP AND COUNTY OF SAN JOAQUIN FOR THE WEST LATHROP SPECIFIC PLAN DEVELOPMENT**

**WHEREAS**, on June 18, 1996, the City and County entered into a tax sharing agreement for the annexation of the West Lathrop Specific Plan (WLSP). The original plan was anticipated to generate substantial Transient Occupancy Tax (TOT) and Sales Tax for the City. As a result, the City agreed to take a reduced share of the property tax, specifically a 90%-County/10%-City tax split; and

**WHEREAS**, in November of 2000, the citizens of Lathrop passed Measure D. Measure D significantly changed the direction of the WLSP project and removed the theme park land use; and

**WHEREAS**, the project was re-approved in 2003 for 11,000 dwelling units and 5 million square feet of commercial space. In 2021, the total unit count was increased and today, is approved for 15,010 residential units and 5 million square feet of commercial space, with an estimated assessed property value of \$9.7 billion; and

**WHEREAS**, the "West Lathrop Specific Plan" references the Specific Plan approved by the City on February 20, 1996, that currently includes Tax Rate Area's (TRA's) 007-078, 007-079, 007-080, 007-089 and 007-091; and

**WHEREAS**, by approving the addendum to the revenue sharing agreement between the City and County, the City will receive an increased share of the property tax as identified in the agreement attached. The revised split will revise the formula within the tax rate area from a split of 90%-County/10%-City tax split to a 60%-County/40%-City tax split; and

**WHEREAS**, while this agreement has no immediate effect on property tax revenue received, it may generate substantially more property tax revenue than previously anticipated in the future development area. This change as proposed at the rate of 60%-County/40%-City may generate an estimated additional \$7.6 million in property tax revenue for the City when the project is built out; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lathrop, does hereby approve the Addendum to Revenue Sharing Agreement (A-96-341) between the City of Lathrop and County of San Joaquin for the West Lathrop Specific Plan Development and authorize execution of the agreement in a final form substantially similar to that attached to the staff report.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

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Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

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Teresa Vargas, City Clerk



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Salvador Navarrete, City Attorney

**TAX ALLOCATION AGREEMENT BETWEEN THE CITY OF LATHROP AND  
COUNTY OF SAN JOAQUIN FOR THE ALLOCATION OF PROPERTY TAX FOR  
THE WEST LATHROP SPECIFIC PLAN AREA**

This Tax Revenue Allocation Agreement between the CITY OF LATHROP, a municipal corporation ("City"), and the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California ("County") for the West Lathrop Specific Plan Area ("WLSP"), is entered into this \_\_\_ day of December 2022 pursuant to Resolution No. \_\_\_\_\_, adopted by the Board of Supervisors of County and Resolution No. \_\_\_\_\_, adopted by the City Council of City.

RECITALS

A. City and County staff wish to amend the original Revenue Sharing Upon Annexation Agreement (A-96-341) to adopt a revised allocation for property developed on or after December 1, 2022 in the WLSP area.

B. This Agreement involves the following Tax Rate Areas (TRA): 007-078, 007-079, 007-080 and 007-091.

C. The City and County recognize that the purpose of this agreement is to make equitable allocation and distribution of available revenues consistent with the terms of existing law as mutually understood by the parties and to maximize each party's ability to deliver essential government services in the WLSP Area.

D. This Agreement is intended to satisfy the requirements of Revenue and Taxation Code §99(b).

AGREEMENT

NOW, THEREFORE, in consideration of the promises and acts described herein, the City and County agree as follows:

Section 1. Recitals

1.1. The foregoing recitals are true and correct and are part of this agreement.

## Section 2. Establishment of Separate Tax Rate Area

2.1. County will work with the County Auditor-Controller to establish a separate Tax Rate Area (**TRA**) for a portion of WLSP Area and will report to City the actual amount of the 1% ad valorem property tax revenues<sup>1</sup> available for allocation and distribution from the TRAs under this agreement.

2.2. All currently developed property<sup>2</sup> in TRA 007-091 as of November 30, 2022 shall remain in TRA 007-091.

2.3. All currently undeveloped property in TRA 007-091 as of December 1, 2022 shall be transferred to the new TRA created under Section 2.1.

2.4. The allocation for TRAs 007-078, 007-079 and 007-080, shall be changed pursuant to section 3.0 of this agreement. Additionally, the allocation of the new TRA created under Section 2.1 shall be set pursuant to Section 3.0 of this agreement.

## Section 3. Property Tax Allocation

3.1. Base Allocation to County: Shall mean the assessed valuation applicable to property and improvements within the area being annexed at the time the application for annexation was submitted to LAFCo<sup>3</sup> (Base Amount), shall be allocated to and when collected shall be paid to County.

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<sup>1</sup> 1% AD VALOREM PROPERTY TAX REVENUES is defined to mean: The 1% ad valorem property tax authorized by Article 13A, section 1 of the California Constitution, assessed on the full value of the property in the Annexation Areas, to include both the base property tax revenues and the incremental property tax revenues. "Base property tax revenues" means property tax revenues accruing to each affected agency in the applicable fiscal year, based on the AB-8 gross levy prior to adjustments and revenue transfers relative to the Educational Revenue Augmentation Fund (**ERAF**). "Incremental property tax revenues" means the amount of property tax revenues attributable to growth in assessed valuation for the affected tax rate area identified for the Annexation Areas.

<sup>2</sup> DEVELOPED PROPERTY is defined to mean (a) any residential property for which a building permit has been issued in accordance with the zoning of the West Lathrop Specific Plan and (b) any non-residential property (mixed use, employment center, transit oriented development, etc.) that is within the boundaries of a final subdivision map that is intended to create individual development parcels or is otherwise recorded for purposes of development in accordance with the zoning of the West Lathrop Specific Plan.

<sup>3</sup> LAFCo adopted Resolution No. 963 on October 18, 1996, making determinations and approving the proposed annexation to the City of Lathrop of the West Lathrop Specific Plan Area.

3.2. Excess of Base Allocation to County:

3.2.1 That portion of the levied taxes each year in TRA 007-091 in excess of the Base Amount, shall be allocated to the County pursuant to section 3.1, 90 percent shall be allocated to and when collected shall be paid to the County.

3.2.2 That portion of the levied taxes each year in TRAs 007-078, 007-079, 007-080 and the newly created TRA in excess of the Base Amount, shall be allocated to the County pursuant to section 3.1, 60 percent shall be allocated to and when collected shall be paid to County.

3.3. Allocation to City:

3.3.1 That portion of the levied taxes each year in TRA 007-091 in excess of the Base Amount, shall be allocated to the County pursuant to section 3.1, 10 percent shall be allocated to and when collected shall be paid to City.

3.3.2 That portion of the levied taxes each year in TRAs 007-078, 007-079, 007-080 and the newly created TRA in excess of the Base Amount, shall be allocated to the County pursuant to section 3.1, 40 percent shall be allocated to and when collected shall be paid to City.

3.4. Property Tax Allocation Agreement. City and County agree that this Agreement shall apply to determine the allocation between the parties of property tax and revenue generated from the WLSP Area in lieu of the negotiation process set forth in California Revenue and Taxation Code Section 99(e).

Section 4. Additional Documents

4.1. City and County agree to cooperate in the execution of any additional documents which may be required to carry out the terms of this agreement.

Section 5. Effective Date

5.1. This agreement shall become effective upon the latest of the dates it is signed below by the City Mayor and the County Chairman of the Board.

Section 6. Termination

6.1. This Agreement governs the revenue sharing between CITY and COUNTY for the West Lathrop Specific Plan Area and may be terminated by either party hereto upon six months' notice. Said termination shall not affect annexations for which the



LAFCo Executive Officer has issued a certificate of completion prior to the effective date of termination.

Section 7. Indemnification

7.1. In the event that this agreement is the subject of a legal challenge, each party will provide for their own defense and will cooperate in the defense of the terms of this agreement and the implementation of any judgement issued in such a lawsuit.

Section 8. Counterparts

8.1. This agreement may be executed in two counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the City of Lathrop has authorized the execution of this Agreement by its Mayor, and San Joaquin County has authorized its execution by the Chairman of its Board of Supervisors in accordance with Resolution No. 2022-\_\_\_\_\_, on the dates set forth below.

CITY OF LATHROP

COUNTY OF SAN JOAQUIN

By: \_\_\_\_\_  
Sonny Dhaliwal  
Mayor

By: \_\_\_\_\_  
Chuck Winn  
Chairman, Board of Supervisors

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

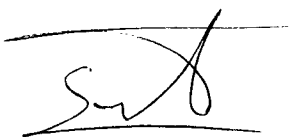
ATTEST:

ATTEST:

By: \_\_\_\_\_  
Teresa Vargas  
City Clerk

By: \_\_\_\_\_  
Rachel DeBord  
Clerk of the Board

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Salvador Navarrete  
City Attorney

By: \_\_\_\_\_  
Kimberley D. Johnson  
County Counsel