

February 13, 2023 – City Council Regular Meeting – 7:00 p.m.



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

City Council

Sonny Dhaliwal, Mayor
Paul Akinjo, Vice Mayor
Minnie Diallo
Diane Lazard
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
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.



February 13, 2023 – Regular Meeting Agenda – 7:00 p.m.

IMPORTANT NOTICE REGARDING THIS MEETING & COVID-19

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. Please adhere to COVID-19 and social distancing guidelines. This meeting will also be available for public participation by teleconference via ZoomGov at the following link:

<https://www.zoomgov.com/j/1610427988?pwd=dWVwbkZzZWQyeXpDNjF EcXVCUHBMdz09>

- ✚ 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: 161 042 7988 / Passcode: 494516
- ✚ If you are not able to attend the meeting in person or virtually - Public comment/questions will be accepted by email to City Clerk Teresa Vargas at website_cco@ci.lathrop.ca.us or by calling (209) 941-7230
- ✚ Questions or comments must be submitted by 4:00 p.m., on the day of the meeting.
- ✚ To address City Council in person, please submit a purple card to the City Clerk indicating name, address, and number of the item upon which a person wishes to speak.

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

Addressing the Council

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

Citizen's Forum

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

To leave a voice message for all Councilmembers simultaneously, dial (209) 941-7230. To send an e-mail for Councilmembers simultaneously email: citycouncil@ci.lathrop.ca.us. This City Council Agenda and meeting materials can be accessed by computer or any smart device at: <https://www.ci.lathrop.ca.us/meetings>

General Information

For reports citing supplemental documents relating to specific agenda items, these are available for review in the City Clerk's Office. This agenda was posted at the following locations: City Hall, Community Center, Generations Center, Senior Center, and the Lathrop-Manteca Fire District "J" Street and Somerston Parkway Offices. The meetings of the Lathrop City Council are broadcast on Lathrop Comcast Cable Television Channel 97 and live streamed on the City's website.

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

Teresa Vargas, 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, FEBRUARY 13, 2023
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

AGENDA

PLEASE NOTE: There will be a Closed Session commencing at 6:30 p.m. The Regular Meeting will reconvene at 7:00 p.m., or immediately following the Closed Session, whichever is later.

1. PRELIMINARY

1.1 CALL TO ORDER

1.2 CLOSED SESSION

1.2.1 CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation - Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(b) and 54956.9(e)(1)

- 1 Potential Case(s)

1.2.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8

Property APN: 192-020-47 & 192-020-4

(Addresses not available at this time)

Agency Negotiator: Stephen J. Salvatore, City Manager

Negotiating Parties: Carroll A. Stanley and Maria E. Stanley

Under Negotiation: Price and Terms of Negotiations

RECONVENE

1.2.3 REPORT FROM CLOSED SESSION

1.3 ROLL CALL

1.4 INVOCATION

1.5 PLEDGE OF ALLEGIANCE

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

1.7 INFORMATIONAL ITEM(S) – NONE

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

2. PRESENTATIONS

2.1 PROCLAMATION DECLARING FEBRUARY AS BLACK HISTORY MONTH

2.2 INTRODUCTION OF NEW EMPLOYEES:

Lathrop Police Department

- Elisah Harvey, Animal Shelter Supervisor
- Marina Millard, Police Records Assistant
- Melissa Rossi, Police Records Assistant
- Janet Garza, Police Officer
- Jacky, K-9 Officer
 - Police Handler - Officer Vannack Sabou
- Kane, K-9 Officer
 - Police Handler - Officer Coleman Elliott
- Rico, K-9 Officer
 - Police Handler - Officer Nicole Valker

Community Development Department

- James Michael, Senior Planner

3. CITIZEN'S FORUM

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

4. CONSENT CALENDAR

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

- 4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS
Waive the Reading in Full of Ordinances and Resolutions on Agenda and Adopt by Reading of Title Only, Unless Otherwise Requested by the Mayor or a Councilmember
- 4.2 APPROVAL OF MINUTES
Approve Minutes for the Special Council Meeting of December 12, 2022
- 4.3 TREASURER'S REPORT FOR DECEMBER 2022
Approve Quarterly Treasurer's Report for December 2022
CEQA STATUS: Not a Project as defined in Article 20, § 15378 of the California Environmental Quality Act (CEQA) Guidelines
- 4.4 REVIEW OF THE CAPITAL FACILITY FEE FUNDS REPORT FOR FY 2021 2022
Review of the Capital Facility Fee Funds Report for Fiscal Year 2021-22
CEQA STATUS: Not a Project as defined in Section 15378 of the StateCEQA Guidelines
- 4.5 APPROVE OUT-OF-STATE TRAVEL FOR CITY STAFF TO PARTICIPATE IN THE ICSC CONFERENCE IN MAY 2023
Adopt Resolution Authorizing Out-of-State Travel for Two City Staff Members to Attend and Represent the City of Lathrop at the International Council of Shopping Centers (ICSC) 2023 Conference in Las Vegas, Nevada from May 21, 2023 to May 23, 2023
CEQA STATUS: Staff has determined that this is not a Project as defined in Section 15378 of the CEQA Guidelines
- 4.6 APPROVE GIS SOFTWARE AND ENTERPRISE LICENSE AGREEMENT
Adopt Resolution Approving a 3-Year Term Enterprise License Agreement with Environmental Systems Research Institute, Inc. for the Geographic Information System (GIS)
CEQA STATUS: Not a Project as defined in Section 15378 of the California Environmental Quality Act (CEQA) Guidelines
- 4.7 APPROVE TASK ORDER NO. 12 FOR DE NOVO PLANNING GROUP TO UPDATE THE CITY'S GENERAL PLAN HOUSING ELEMENT FOR THE 6th CYCLE (2023-2031)
Adopt Resolution Approving Task Order No. 12 with De Novo Planning Group to Update the City's General Plan Housing Element for the 6th Cycle (2023-2031)
CEQA STATUS: Not a Project as Defined in Article 20, § 15378 of the California Environmental Quality Act (CEQA) Guidelines
- 4.8 APPROVE PROFESSIONAL SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC., FOR THE LATHROP CONSOLIDATED TREATMENT FACILITY PERMIT COMPLIANCE, CIP WW 20-17

Adopt Resolution Approving Professional Services Agreement with Fruit Growers Laboratory, Inc., for Water Quality Testing Laboratory, CIP WW 20-17 Lathrop Consolidated Treatment Facility Surface Water 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)

- 4.9 APPROVE AMENDMENT NO. 2 WITH EKI TO UPDATE THE INTEGRATED WATER RESOURCES MASTER PLAN, CIP PW 22-19 AND CIP WW 22-24 AND APPROVE BUDGET AMENDMENT

Adopt Resolution Approving Amendment No. 2 with EKI Environment & Water, Inc. to update the Integrated Water Resources Master Plan, CIP PW 22-19 & CIP WW 22-24 and Approve Budget Amendment
CEQA STATUS: The project is exempt according to California Environmental Quality Act Article 18 §15262, "Feasibility and Planning Studies"

- 4.10 AUTHORIZE FUNDING OF ONE (1) POLICE LIEUTENANT AND ONE (1) ADDITIONAL SCHOOL RESOURCE OFFICER FOR THE LATHROP POLICE DEPARTMENT, AMEND COMMUNITY SERVICES SUPERVISOR JOB DESCRIPTION, AND APPROVE RELATED BUDGET AMENDMENT

Adopt Resolution Authorizing the Funding of One (1) Lieutenant Position, One (1) Additional School Resource Officer, Amending the Job Description of the Community Service Supervisor, Amending the Position Control Roster, and Approving the Related Budget Amendment
CEQA STATUS: Not a Project as Defined in Section 15378 of the State CEQA Guidelines

- 4.11 AUTHORIZE TASK ORDER NO. 6 WITH KNN PUBLIC FINANCE FOR MUNICIPAL ADVISORY SERVICES

Adopt Resolution Authorizing Task Order No. 6 With KNN Public Finance for Municipal Advisory Services Related to the Potential Refinancing of Mossdale Village Refunding 2013 Series A
CEQA STATUS: Not a Project as defined in Article 20, § 15378 of the California Environmental Quality Act (CEQA) Guidelines

- 4.12 VALIDATION OF THE 2022 FINDING OF ADEQUATE PROGRESS IN THE MOSSDALE TRACT AREA

Adopt Resolution Validating the 2022 Urban Level of Flood Protection (ULOP) Finding of Adequate Progress in the Mossdale Tract Area (Formally referred as Reclamation District 17 Basin), Acting as the Land Use Agency
CEQA STATUS: The project is exempt according to the California Environmental Quality Act (CEQA) Article 18, § 15262 "Feasibility and Planning Studies"

4.13 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY BOCKMON & WOODY CO., INC. FOR THE JOHNSON FERRY ROAD STREETLIGHT INSTALLATION, CIP PS 23-04

Adopt Resolution Accepting Public Improvements Constructed by Bockmon & Woody Co., Inc., for the Johnson Ferry Road Streetlight Installation, CIP PS 23-04; Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds

CEQA STATUS: The project is exempt according to the California Environmental Quality Act (CEQA) Article 19, § 15301 Class 1 "Existing Facilities"

4.14 RATIFY CITY MANAGER ACTION FOR PURCHASE OF FOUR (4) NEW POLICE VEHICLES, APPROVAL OF VARIOUS AGREEMENTS FOR THE LATHROP POLICE DEPARTMENT, AND APPROVAL OF RELATED BUDGET AMENDMENT

Adopt Resolution Ratifying City Manager Action for Purchase of Three (3) 2022 Police Ford Utility Interceptors from Downtown Sacramento Ford, Ratifying Purchase for One (1) 2023 Chevy Police Tahoe from Future Chevrolet, Approving Change Order No. 3 with NextGen Alpha Upfitting for the Purchase and Installation of Police Vehicle Equipment, Approving Change Order No. 1 with Continental Collision for Auto-Body Paint Service, and Approving Related Budget Amendment

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

5. SCHEDULED ITEMS

5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP ACT (HOME) PROGRAM ALLOCATIONS FOR FISCAL YEAR 2023/2024

Council to Consider the Following:

1. Hold a Public Hearing; and
2. Adopt Resolution Recommending the Allocation of the CDBG and HOME Funds for FY 2023/2024 for consideration by San Joaquin County and the US Department of Housing and Urban Development (HUD) pursuant to Budget Amendments

CEQA STATUS: This item is statutorily exempt under Article 18, Section 15273, because CEQA does not apply to the establishment or modification of HUD funding programs to public agencies, which are to meet community needs.

5.2 CITY COUNCIL DISCUSSION REGARDING REGULATION AND LIMITATION OF HOTEL ESTABLISHMENTS

City Council to Discuss and Provide Staff Direction as to Whether to Prepare an Ordinance for Review by the Planning Commission and Subsequent Consideration of the City Council, for Regulation and Limitation of Hotel Establishments

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

5.3 CONSIDER APPEAL OF THE PLANNING COMMISSION'S DECISION TO APPROVE THE LATHROP CROSSROADS INDUSTRIAL PROJECT

Council to Consider the Following:

1. Consider All Written and Oral Information Presented in this Report and at the Meeting of February 13, 2023; and
2. Adopt Resolution to Affirm the Planning Commission's Decision to Approve Resolution No. 22-15 for the Initial Study Mitigate Negative Declaration and Resolution No. 22-16 for the Site Plan Review for the Construction to construct one of the two following development options:

- Option 1: One (1) 448,904 square foot warehouse building consisting of 251 total parking stalls (243 standard, 8 ADA), 144 trailer parking stalls, 13 bicycle spaces, 50 truck dock stations, and 12,000 square feet of office space.
- Option 2: Three (3) warehouse buildings totaling 386,179 square feet consisting of 423 parking stalls (411 standard, 12 ADA), 62 trailer parking stalls, 13 bicycle spaces, 74 truck dock stations, and 20,000 square feet of office space.

CEQA STATUS: An Initial Study and Mitigated Negative Declaration (IS/MND) was prepared for the Lathrop Crossroads Industrial Project (State Clearinghouse No. 2022090562) to disclose potential significant environmental effects of the proposed project and identifies feasible mitigation measures that would reduce the potential significant environmental effects to a less than significant level. The IS/MND was prepared in compliance with the California Environmental Quality Act (CEQA).

5.4 OUT-OF-STATE TRAVEL APPROVAL FOR THE 2023 SAN JOAQUIN COUNTY ONE-VOICE TRIP

Adopt Resolution Authorizing Out-of-State Travel for the 2023 San Joaquin One Voice Trip to Washington, D.C. from May 6-11, 2023, and Approval of Related Budget Amendment

CEQA Status: The Activity is not a Project as Defined in Section 15378 of the State CEQA Guidelines

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR DHALIWAL REFERRAL: Appointment of One (1) Member to the Senior Advisory Commission with Term Ending June 30, 2024, Due to Unscheduled Term Vacancy.
- One (1) Application Received
- 6.2 COUNCILMEMBER DIALLO REFERRAL: Discuss Consideration of Renting the Generations Center and Park for a Juneteenth Event, to be Hosted by an Outside Organization.
- 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/

Teresa Vargas, MMC
Government Services Director/
City Clerk

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, JANUARY 9, 2023
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

MINUTES

PLEASE NOTE: There was no Closed Session. The Regular Meeting commenced at 7:00 p.m.

1. PRELIMINARY

- 1.1 CALL TO ORDER - Vice Mayor Akinjo called the meeting to order at 7:00 p.m.
- 1.2 ROLL CALL Present: Vice Mayor Akinjo, Councilmembers: Diallo, Lazard and Torres-O'Callaghan.

Absent: Mayor Dhaliwal
- 1.3 INVOCATION – Vice Mayor Akinjo led a moment of silence.
- 1.4 PLEDGE OF ALLEGIANCE – Councilmember Lazard led the pledge of allegiance.
- 1.5 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

City Manager Stephen Salvatore provided a winter storm update, including information regarding local flood levels, river and reservoir elevations, rainfall data, sand bag information.
- 1.6 INFORMATIONAL ITEM(S) – None
- 1.7 DECLARATION OF CONFLICT(S) OF INTEREST - None

2. PRESENTATIONS

2.1 ECONOMIC DEVELOPMENT QUARTERLY UPDATE

Economic Development Administrator Shelley Burcham provided a presentation related to economic development activity for the fourth quarter of 2022.

2.2 LATHROP POLICE DEPARTMENT SIX MONTH UPDATE

Chief of Police Raymond Bechler provided the presentation, including a an overview on staffing, patrol statistics, investigations division, programs for the public, law enforcement technology, fleet, property and evidence, animal shelter services, events, regional involvement, and the crime map deployment on the police department's website. A question and answer period followed.

3. CITIZEN'S FORUM - None

4. CONSENT CALENDAR

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

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

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

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

4.2 APPROVAL OF MINUTES

Approved Minutes for the Special Council Meeting of December 12, 2022.

4.3 APPROVAL OF MINUTES

Approved Minutes for the Regular Council Meeting of December 12, 2022.

4.4 APPROVE OUT-OF-STATE TRAVEL FOR CITY STAFF TO PARTICIPATE IN THE IAMC SPRING FORUM IN APRIL 2023

Adopted **Resolution 22-5198** authorizing out-of-state travel for the Economic Development Administrator to attend and represent the City of Lathrop at the Industrial Asset Management Council's Spring 2023 Forum in Biloxi, Mississippi from March 31, 2023 – April 5, 2023.
CEQA STATUS: Staff has determined that this is not a Project as defined in Section 15378 of the CEQA Guidelines.

- 4.5 APPROVE OUT-OF-STATE TRAVEL AUTHORIZING THE PARKS, RECREATION, AND MAINTENANCE SERVICES DIRECTOR AND RECREATION MANAGER TO ATTEND THE REC C.A.M.P. (COMMUNITY ARCHITECTURE MANAGEMENT AND PLANNING) CONFERENCE IN BOULDER, COLORADO

Adopted **Resolution 22-5199** authorizing out-of-state travel for the Parks, Recreation, and Maintenance Services Director and Recreation Manager to attend the REC C.A.M.P. (Community Architecture Management and Planning) Conference, June 5 - 9, 2023, in Boulder, Colorado.

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

- 4.6 APPROVE PROFESSIONAL TECHNICAL SERVICES AND SUPPORT AGREEMENT WITH MCC CONTROLS LLC DBA PRIMEX FOR THE SCADA SYSTEM FOR CITYWIDE INFRASTRUCTURE

Adopted **Resolution 22-5200** approving a Professional Technical Services and Support Agreement with MCC Controls LLC dba Primex for the City of Lathrop's Supervisory Control and Data Acquisition (SCADA) System for citywide infrastructure.

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

- 4.7 APPROVE A MEMORANDUM OF UNDERSTANDING (MOU) RELATED TO FUNDING FOR THE MOSSDALE TRACT AREA PROJECTS BETWEEN SJAFCA, THE CITY OF STOCKTON, AND THE CITY OF MANTECA; DELEGATE AUTHORITY FOR THE CITY MANAGER TO EXECUTE

Pulled by Councilmember Diallo. A question and answer period ensued. Assistant City Manager Michael King and City Attorney Salvador Navarrete provided the information. City Attorney proposed minor edits to the draft resolution, to state changes would be "*substantially in the form presented to Council*".

Adopted **Resolution 22-5201** approving a Memorandum of Understanding (MOU) related to funding for the Mossdale Tract Area projects between SJAFCA, the City of Stockton, and the City of Manteca; and delegated authority for the City Manager to execute.

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

4.8 APPROVE AMENDED AGREEMENT AND LEASE BETWEEN THE CITY OF LATHROP AND TESLA, INC FOR THE CROSSROADS PARKING LOT

Pulled by Councilmember Diallo. A question and answer period ensued. Assistant City Manager Michael King provided the information.

Adopted **Resolution 22-5202** approving an amended Agreement and Lease between Tesla, Inc. and the City of Lathrop for Crossroads Parking
CEQA STATUS: Not a Project as Defined in Section 15378 of the CEQA Guidelines.

4.9 APPROVE CONTRACT CHANGE ORDER NO. 1 WITH WEST COAST ARBORISTS, INC. FOR GRID C TREE PRUNING AND MAINTENANCE

Adopted **Resolution 22-5203** approving Contract Change Order No.1 with West Coast Arborists, Inc. for Stonebridge Grid C tree pruning and maintenance.

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

4.10 RATIFY CONTRACT CHANGE ORDER NO. 14, 15 AND 25; APPROVE CONTRACT CHANGE ORDER NO. 23, 26, 27, 28 AND 29 WITH DAVID SILVA, DBA SILVA LANDSCAPE; AND APPROVE RELATED BUDGET AMENDMENTS

Adopted **Resolution 22-5204** ratifying Contract Change Order No. 14, 15, and 25; approving Contract Change Orders No. 23, 26, 27, 28, and 29 with David Silva, dba Silva Landscape for park landscape and streetscape maintenance; and related budget amendments.

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

4.11 CREATE CAPITAL IMPROVEMENT PROJECT (CIP) GG 23-11, LATHROP ANIMAL SHELTER, AND APPROVE INTER-FUND LOAN

Pulled by Councilmember Diallo. A question and answer period ensued. Assistant City Manager Michael King provided the information.

Adopted **Resolution 22-5205** creating CIP GG 23-11, Lathrop Animal Shelter, and approving an inter-fund loan.

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

4.12 ACCEPT PUBLIC IMPROVEMENTS ASSOCIATED WITH SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR TRACT 4062 AND EP NO. 2022-09 FROM LATHROP LAND ACQUISITION, LLC, LOCATED WITHIN CLSP NEIGHBORHOOD 1C (TRACT 4062), AND APPROVE BUDGET AMENDMENT FOR MAINTENANCE CONTRACTS

Adopted **Resolution 22-5206** accepting public improvements associated with SIA for Tract 4062 and Encroachment Permit No. 2022-09 from Lathrop Land Acquisition, LLC, located within CLSP Neighborhood 1C (Tract 4062) 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.

4.13 AUTHORIZE FUNDING OF FIVE (5) ADDITIONAL POLICE OFFICER POSITIONS FOR THE LATHROP POLICE DEPARTMENT AND RELATED BUDGET AMENDMENTS

Pulled by Councilmembers Torres-O'Callaghan and Diallo. A question and answer period ensued. Police Chief Raymond Bechler and Finance Director Cari James provided the information. Christina Laughlin (zoom speaker) commented on the matter, expressed concern with the budget. Council consensus directed staff to evaluate police staffing levels and bring back new position requests in February.

Adopted **Resolution 22-5207** authorizing the funding of five (5) additional Police Officer positions, amending the position control roster, amending the sworn compensation plan and related budget amendments.

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

5. SCHEDULED ITEMS

5.1 ESTABLISH A FAÇADE AND SIGNAGE IMPROVEMENT GRANT PROGRAM LIMITED TO RETAIL AND OFFICE BUILDING USES WITHIN SPECIFIED CITY BOUNDARIES, AUTHORIZE USE OF MEASURE D PROGRAM FUNDING, AND APPROVE RESPECTIVE BUDGET AMENDMENT

Economic Development Administrator Shelley Burcham provided the presentation. A question and answer period ensued throughout the presentation. City Manager Stephen Salvatore and City Attorney Salvador Navarrete provided additional information, including the reading of the Measure D language for clarification. The City Council discussed the proposed item. The City Council did not reach a consensus to approve the item.

On a motion by Councilmember Torres-O'Callaghan, seconded by Councilmember Diallo, the City Council voted to deny Item 5.1, by the following roll call vote:

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

Therefore, the proposed resolution to establish a Façade and Signage Improvement Grant Program, and consider authorizing its funding with the use of Measure D program funds pursuant to a budget amendment was not approved.

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

Item 5.2 was moved to the Regular Meeting of February 13, 2023. Item 5.2 was not presented.

5.2 CITY COUNCIL DISCUSSION REGARDING REGULATION AND LIMITATION OF HOTEL ESTABLISHMENTS

City Council to Discuss and Provide Staff Direction as to Whether to Prepare an Ordinance for Review by the Planning Commission and Subsequent Consideration of the City Council, for Regulation and Limitation of Hotel Establishments

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

6. COUNCIL COMMUNICATIONS

6.1 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S) – No reports.
Vice Mayor Akinjo invited Gavin Cline, San Joaquin County Field Representative for Congressman John Duarte, to introduce himself.

6.2 MAYOR & COUNCILMEMBER COMMENT(S) - Councilmembers thanked staff for the utility maintenance and cleanup work during the storm event, and wished everyone a Happy New Year.

7. ADJOURNMENT – There being no further business, Vice Mayor Akinjo adjourned the meeting at 9:14 p.m.



Teresa Vargas, MMC, City Clerk

Quarterly Treasurer Report December 2022

CEQA STATUS: Not a Project as defined in Article 20, § 15378 of the California Environmental Quality Act (CEQA) Guidelines

This report presents a detailed discussion of the City’s fund balances and investment portfolio as of December 31, 2022. It includes all investments managed by the City on its own behalf as well as the City’s Trustees. The report provides information on cash flows, broken down by both investment manager (City or Trustee) and by percentage allocation within the portfolio.

As of December 31, 2022, the investment portfolio was in compliance with all state laws and the City’s Investment Policy.

Current Portfolio Summary

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

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

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

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

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

The following table (Table: 1) provides a summary of the City’s cash and investments, by holding party, based on recorded value as of December 31, 2022 compared with the prior quarter:

Table: 1				
Holding Party	September 30, 2022		December 31, 2022	
	Fund Amounts (1)	% of Portfolio	Fund Amounts (1)	% of Portfolio
Investments/Cash held by the City	\$188,763,518	71%	\$185,352,723	71%
Investments held by Trustees	75,698,730	29%	76,578,348	29%
TOTAL	\$264,462,248	100%	\$261,931,071	100%

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

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

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


Significant payables paid out during the quarter include:

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

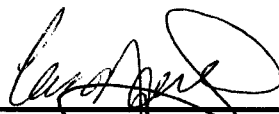
Quarterly Economic Update

According to the latest projections from PFM Asset Management; In large part due to the Fed’s historic pace of rate increases, there were accumulating signs of an economic slowdown in Q4, including: (1) a steeply inverted yield curve; (2) a sharp reversal in the housing market; (3) weakening in both the manufacturing and services sectors; (4) declining personal savings; (5) tepid consumer confidence; (6) retreating commodity prices; and (7) a falling U.S. dollar. On the positive side, employment remains strong, household income is rising and inflation has begun to moderate. The latter forces are significant and may keep the economy out of a deep recession, but uncertainty remains high. Retail sales dipped in both November and December in a warning sign that consumer spending, which accounts for more than two-thirds of U.S. economic activity, may be moderating. Slowing price increases for some goods also lowered the dollar amount of consumer spending, led by decreases in purchases of motor vehicles. Short-term maturities (less than one year) continued to increase in lockstep with adjustments to Fed policy, reflecting the two rate hikes totaling 1.25% in the fourth quarter. Yields on longer-term issues were mixed, with yields on 3-7 year Treasuries lower, while those 10-years and longer rose modestly. At its December meeting, the FOMC raised the fed funds rate by 50 basis points (bps) to a new target range of 4.25% to 4.50%, the highest level since 2007. Locally, the San Joaquin Valley area experienced a decrease in unemployment rates (San Joaquin County: 5.2%; City of Lathrop: 4.8%).

I certify that all of the investments reported herein are in accordance with the "City of Lathrop Investment Policy" adopted on November 14, 2022, with the Government Code, and other contractual agreements. I further certify the investments reported herein provide for the ability of the City to meet cash flow needs for the next six months.



 Stephen J. Salvatore
 City Manager



 Cari James
 Director of Finance

TABLE: 2
CITY OF LATHROP
Summary of All Investments
As of December 31, 2022

City Held Investments	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Local Agency Investment Fund	\$ 74,481,911	2.070%	45.30%	\$ 74,481,911
Wells Fargo Money Market Mutual Funds	\$ 2,915,550	3.410%	1.77%	\$ 2,915,550
California Asset Management Program	\$ 10,437,798	4.300%	6.35%	\$ 10,437,798
Total Investments Held by the City (1)	\$ 87,835,258	2.379%	53.42%	\$ 87,835,258

Trustee Held Investments	Recorded Value	Current Yield	Percent of Portfolio	Market Value
US Bank	\$ 3,828,502	4.040%	2.33%	\$ 3,828,502
UMB Bank	\$ 1,158,167	3.600%	0.70%	\$ 1,158,167
Union Bank	\$ -	0.000%	0.00%	\$ -
SJ County Pooled Funds	\$ 81,819	0.260%	0.05%	\$ 81,819
PFM Asset Management	\$ 71,020,739	2.080%	43.20%	\$ 71,020,739
Pacific Premier Bank	\$ 489,121	0.090%	0.30%	\$ 489,121
Total Investments Held by Trustees (2)	\$ 76,578,348	2.186%	46.58%	\$ 76,578,348

Total City & Trustee Held Investments & Cash	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Investments Held by the City and Trustees	\$ 164,413,606	2.290%	100.00%	\$ 164,413,605
Cash in Checking Accounts - Recorded Value	\$ 97,517,465			
Total Cash and Investments	\$ 261,931,071			

One month benchmark for U.S. Treasuries: 4.02%

Three month benchmark for U.S. Treasuries: 4.37%

Notes:

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

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

TABLE: 3
CITY OF LATHROP

Investments Cash Flow Analysis
As of December 31, 2022

Investments Held by the City	Prior Month Recorded Value	Purchased (Buy)	Redeemed (Sell)	Current Month Recorded Value
Local Agency Investment Fund (1)	\$ 74,481,911	-	-	\$ 74,481,911
Wells Fargo Money Market Mutual Funds (2)	\$ 2,907,860	7,690	-	\$ 2,915,550
California Asset Management Program	\$ 10,399,781	38,016	-	\$ 10,437,798
Total Investments Held by the City	\$ 87,789,552	45,706	-	\$ 87,835,258
Investments Held by Trustees	Prior Month Recorded Value	Purchased (Buy)	Redeemed (Sell)	Current Month Recorded Value
Pacific Premier Bank	\$ 489,121	-	-	\$ 489,121
SJ County Pooled Funds	\$ 13,463	69,670	(1,315)	\$ 81,819
UMB Bank	\$ 1,155,523	2,644	-	\$ 1,158,167
US Bank (3)	\$ 3,521,663	306,838	-	\$ 3,828,502
PFM Asset Management	\$ 70,523,660	5,031,041	(4,533,961)	\$ 71,020,739
Total Investments Held by Trustees	\$ 75,703,429	\$ 5,410,194	\$ (4,535,276)	\$ 76,578,348
Total Cash in Checking Accounts Held by the City (2)	\$ 96,548,425	8,165,435	(7,196,394)	\$ 97,517,465
Total Cash and Investments Held by the City and Trustees	\$ 260,041,406	\$ 13,621,335	\$ (11,731,670)	\$ 261,931,071

Notes:

- (1) LAIF interest income is paid quarterly (Mar/Jun/Sept/Dec) and received in the following month (Apr/Jul/Oct/Jan).
- (2) Property Tax, Sales Tax, Building permit revenue, TOT, Developer payments, and Utility payments; nonrecurring expenses paid during the month: General government, Parks, Streets, Wastewater, and Water CIPs; also, recurring expenses: Park & street landscape maintenance, and water treatment services; lastly, intergovernmental payments and transfers: SSJID SCSWSP O & M expenses.
- (3) Interest earnings from BlackRock Liquidity Funds T-Funds 30 Day Yield 4.040%, debt service payments.

TABLE: 4
CITY OF LATHROP
Investments Held by City - Detail
As of December 31, 2022

Agency (Broker)	Investment Description	Coupon Rate	Yield to Maturity	Purchase Date	Maturity Date	Market Value (No Accruals)	Recorded Value
Local Agency Investment Fund							
	Money Market Fund City Acct No. 98-39-437	N/A	2.070%	Varies	On Demand	74,481,911	74,481,911
						\$ 74,481,911	\$ 74,481,911
Wells Fargo Mutual Funds							
	Money Market Mutual Fund City Acct No. 12641627	N/A	3.410%	Varies	On Demand	2,915,550	2,915,550
						\$ 2,915,550	\$ 2,915,550
California Asset Management Program							
	Liquidity Account No. 6084-001	N/A	4.300%	Varies	On Demand	10,437,798	10,437,798
						\$ 10,437,798	\$ 10,437,798
						\$ 87,835,258	\$ 87,835,258

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of December 31, 2022

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
Investments Held by US Bank							
03-1 Series 2015 - Mossdale Village Assessment District							
Mossdale Village Assessment Dist. No. 03-1 Series 2015 - Redemption Fund	6712138601		4.040%	10/18/05	On Demand	\$ 1,045	\$ 1,045
Mossdale Village Assessment Dist. No. 03-1 Series 2005/2015 - Reserve Fund	6712138602		4.040%	10/18/05	On Demand	\$ 241,874	\$ 241,874
2000 North Harlan Improvement District 99-01							
Money Market - Reserve Account	6711651103		4.040%	7/12/00	On Demand	\$ -	\$ -
Money Market - Redemption Account	6711651101		4.040%	7/12/00	On Demand	\$ -	\$ -
2003-2A Lathrop CFD							
Money Market- Interest Account	6711720001		4.040%	12/12/03	On Demand	\$ 6,085	\$ 6,085
Money Market-Reserve Account	6711712200		4.040%	12/12/03	On Demand	\$ -	\$ -
LAIF - Interest Account	6711720002		2.070%	03/19/03	On Demand	\$ 698,425	\$ 698,425
CDPH/CDWR - SRF Loan							
Agreement Account	6711908800		4.040%	12/22/10	On Demand	\$ 302,242	\$ 302,242
Agreement Account - Reserve Fund	6711908801		4.040%	12/22/10	On Demand	\$ 603,673	\$ 603,673
2013-1 Mossdale Village							
2013-1 Refunding Improvement Bonds	6712076900		4.040%	10/01/13	On Demand	\$ -	\$ -
2013-1 Refunding Improvement Bonds	6712076901		4.040%	10/01/13	On Demand	\$ 4,727	\$ 4,727
2013-1 Refunding Improvement Bonds	6712076903		4.040%	10/01/13	On Demand	\$ 952,739	\$ 952,739
2013-1 Special Tax Bonds							
2013-1 Mossdale Special Tax	6712076801		4.040%	10/01/13	On Demand	\$ 66	\$ 66
2013-1 Mossdale Special Tax	6712076803		4.040%	10/01/13	On Demand	\$ -	\$ -
2013-1 Mossdale Special Tax	6712076804		4.040%	10/01/13	On Demand	\$ 267,598	\$ 267,598
2013-1 Mossdale Special Tax	6712076806		4.040%	10/01/13	On Demand	\$ -	\$ -
2015 Crossroads Series B							
2015 Crossroads Series B - LOIB RDP	6712138801		4.040%	09/01/15	On Demand	\$ 60	\$ 60
2015 Crossroads Series B - LOIB Reserve	6712138803		4.040%	09/01/15	On Demand	\$ 749,566	\$ 749,566
2015 Crossroads Series B - Cost of Issuance	6712138804		4.040%	09/01/15	On Demand	\$ -	\$ -
2015 Crossroads Series B - Improvements	6712138805		4.040%	09/01/15	On Demand	\$ 401	\$ 401
2015 Crossroads Series B - COI Custodian Agreement	6712138801		4.040%	09/01/15	On Demand	\$ -	\$ -
Total Investments Held by Trustee - US Bank						\$ 3,828,502	\$ 3,828,502
Investments Held by Pacific Premier Bank by Account							
2012 Water Loan (Refunding of 2000 Water COPS)							
Certificate of Deposit - Reserve Fund			0.090%	5/22/19		\$ 489,121	\$ 489,121
Total Investments Held by Trustee -Pacific Premier Bank						\$ 489,121	\$ 489,121

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of December 31, 2022

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
2006-1 Central Lathrop Phase I Infrastructure CFD							
Special Tax Fund	141226.1			09/12/06	On Demand	\$ -	\$ -
Interest Fund	141226.2			09/12/06	On Demand	\$ -	\$ -
Principal	141226.3			08/26/10	On Demand	\$ -	\$ -
Redemption	141226.4			08/26/10	On Demand	\$ -	\$ -
TTEE Fee & Comp Exp	141226.5			09/12/06	On Demand	\$ -	\$ -
Reserve Fund	141226.6			09/12/06	On Demand	\$ -	\$ -
Improvement Fund	141226.7			09/12/06	On Demand	\$ -	\$ -
2018-1 Central Lathrop CFD							
Improvement Area 1 - Admin Expense Reserve Fund	149232.1		3.600%	02/01/19	On Demand	\$ 40,537	\$ 40,537
Other Improvement Areas - Admin Expense Reserve Fund	149232.2		3.600%	02/01/19	On Demand	\$ 164,673	\$ 164,673
Improvement Area 1 - Principal Account	149232.3		3.600%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 1 - Redemption Account	149232.4		3.600%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 1 - Interest Account	149232.5		3.600%	02/01/19	On Demand	\$ 23	\$ 23
Improvement Area 1 - Admin Expense Account	149232.6		3.600%	02/01/19	On Demand	\$ 11,505	\$ 11,505
Improvement Area 1 - Reserve Fund	149232.7		3.600%	02/01/19	On Demand	\$ 217,282	\$ 217,282
Improvement Area 1 - Surplus Fund	149232.8		3.600%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 2 - Principal Account	149265.1		3.600%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 2 - Redemption Account	149265.2		3.600%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 2 - Interest Account	149265.3		3.600%	02/01/19	On Demand	\$ 17	\$ 17
Improvement Area 2 - Admin Expense Account	149265.4		3.600%	02/01/19	On Demand	\$ 13,195	\$ 13,195
Improvement Area 2 - Reserve Fund	149265.5		3.600%	02/01/19	On Demand	\$ 162,922	\$ 162,922
Improvement Area 2 - Surplus Fund	149265.6		3.600%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 3 - Principal Account	149267.1		3.600%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 3 - Redemption Account	149267.2		3.600%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 3 - Interest Account	149267.3		3.600%	02/01/19	On Demand	\$ 30	\$ 30
Improvement Area 3 - Admin Expense Account	149267.5		3.600%	02/01/19	On Demand	\$ 11,621	\$ 11,621
Improvement Area 3 - Reserve Fund	149267.6		3.600%	02/01/19	On Demand	\$ 360,538	\$ 360,538
Improvement Area 3 - Surplus Fund	149267.7		3.600%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Principal Account	149268.1		3.600%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Redemption Account	149268.2		3.600%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Interest Account	149268.3		3.600%	02/01/19	On Demand	\$ 0	\$ 0
Improvement Area 4 - Admin Expense Account	149268.4		3.600%	02/01/19	On Demand	\$ 14,233	\$ 14,233
Improvement Area 4 - Reserve Fund	149268.5		3.600%	02/01/19	On Demand	\$ 96,646	\$ 96,646
Improvement Area 4 - Surplus Fund	149268.6		3.600%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 5 - Principal Account	149269.1		3.600%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 5 - Redemption Account	149269.2		3.600%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 5 - Interest Account	149269.3		3.600%	02/01/19	On Demand	\$ 7	\$ 7
Improvement Area 5 - Admin Expense Account	149269.4		3.600%	02/01/19	On Demand	\$ 10,781	\$ 10,781

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of December 31, 2022

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value	
Improvement Area 5 - Reserve Fund	149269.5		3.600%	02/01/19	On Demand	\$ 54,157	\$ 54,157	
Improvement Area 5 - Surplus Fund	149269.6		3.600%	02/01/19	On Demand	\$ -	\$ -	
2018-2 Central Lathrop CFD								
Special Tax Fund	149261.1		3.600%	02/01/19	On Demand	\$ -	\$ -	
Surplus Fund	149261.2		3.600%	02/01/19	On Demand	\$ -	\$ -	
Total Investments Held by Trustee - UMB Bank							\$ 1,158,167	\$ 1,158,167
Investments Held by San Joaquin County by Account								
<i>Sanitary Sewer Assessment District #1</i>								
Pooled Funds - Redemption Account			0.260%	10/1/87	On Demand	\$ 81,819	\$ 81,819	
SI CO FUND # 57961							\$ 81,819	\$ 81,819
Total Investments Held by Trustee - San Joaquin County								
							\$ 81,819	\$ 81,819
Investments Held by PFM Asset Management by Account								
<i>PFM Asset Management</i>								
Money Market Fund	20260109			AAAmm		\$ 21,338	\$ 21,338	
US Treasury Bond / Note								
US Treasury Notes	91282CDA6		0.250%	09/30/21	09/30/23	\$ 483,594	\$ 483,594	
US Treasury Notes	91282CAP6		0.125%	10/15/20	10/15/23	\$ 289,406	\$ 289,406	
US Treasury Notes	91282CDD0		0.375%	10/31/21	10/31/23	\$ 626,641	\$ 626,641	
US Treasury Notes	912828T91		1.625%	10/31/16	10/31/23	\$ 731,250	\$ 731,250	
US Treasury Notes	91282CAW1		0.250%	11/15/20	11/15/23	\$ 2,884,688	\$ 2,884,688	
US Treasury Notes	91282CBA8		0.125%	12/15/20	12/15/23	\$ 239,453	\$ 239,453	
US Treasury Notes	91282CBE0		0.125%	01/15/21	01/15/24	\$ 953,438	\$ 953,438	
US Treasury Notes	91282CBM2		0.125%	02/15/21	02/15/24	\$ 190,000	\$ 190,000	
US Treasury Notes	91282CBM2		0.125%	02/15/21	02/15/24	\$ 1,092,500	\$ 1,092,500	
US Treasury Notes	91282CEA5		1.500%	02/28/22	02/29/24	\$ 1,253,281	\$ 1,253,281	
US Treasury Notes	91282CEA5		1.500%	02/28/22	02/29/24	\$ 4,820,313	\$ 4,820,313	
US Treasury Notes	912828W48		2.125%	02/28/17	02/29/24	\$ 2,426,953	\$ 2,426,953	
US Treasury Notes	91282CBR1		0.250%	03/15/21	03/15/24	\$ 497,766	\$ 497,766	
US Treasury Notes	91282CBV2		0.375%	04/15/21	04/15/24	\$ 307,531	\$ 307,531	
US Treasury Notes	912828X70		2.000%	05/01/17	04/30/24	\$ 771,875	\$ 771,875	
US Treasury Notes	91282CCG4		0.250%	06/15/21	06/15/24	\$ 469,297	\$ 469,297	
US Treasury Notes	91282CCG4		0.250%	06/15/21	06/15/24	\$ 610,086	\$ 610,086	
US Treasury Notes	91282CCG4		0.250%	06/15/21	06/15/24	\$ 938,594	\$ 938,594	
US Treasury Notes	912828XX3		2.000%	06/30/17	06/30/24	\$ 1,922,500	\$ 1,922,500	
US Treasury Notes	91282CCL3		0.375%	07/15/21	07/15/24	\$ 374,625	\$ 374,625	
US Treasury Notes	91282CCL3		0.375%	07/15/21	07/15/24	\$ 515,109	\$ 515,109	
US Treasury Notes	91282CCT6		0.375%	08/15/21	08/15/24	\$ 303,621	\$ 303,621	
US Treasury Notes	91282CCT6		0.375%	08/15/21	08/15/24	\$ 607,242	\$ 607,242	
US Treasury Notes	912828D56		2.375%	08/15/14	08/15/24	\$ 2,412,110	\$ 2,412,110	
US Treasury Notes	9128282U3		1.875%	08/31/17	08/31/24	\$ 4,781,250	\$ 4,781,250	

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of December 31, 2022

Investment Description	Acct Number	CUSIP	Current Yield	Purchase	Maturity Date	Value	Recorded Value
US Treasury Notes		91282CCX7	0.375%	09/15/21	09/15/24	\$ 209,637	\$ 209,637
US Treasury Notes		91282CCX7	0.375%	09/15/21	09/15/24	\$ 302,809	\$ 302,809
US Treasury Notes		91282CCX7	0.375%	09/15/21	09/15/24	\$ 302,809	\$ 302,809
US Treasury Notes		91282CCX7	0.375%	09/15/21	09/15/24	\$ 465,859	\$ 465,859
US Treasury Notes		91282CDB4	0.625%	10/15/21	10/15/24	\$ 303,418	\$ 303,418
US Treasury Notes		912828YM6	1.500%	10/31/19	10/31/24	\$ 378,875	\$ 378,875
US Treasury Notes		91282CDH1	0.750%	11/15/21	11/15/24	\$ 583,398	\$ 583,398
US Treasury Notes		91282CDH1	0.750%	11/15/21	11/15/24	\$ 933,438	\$ 933,438
US Treasury Notes		912828YV6	1.500%	11/30/19	11/30/24	\$ 307,480	\$ 307,480
US Treasury Notes		91282CFX4	4.500%	11/30/22	11/30/24	\$ 1,475,230	\$ 1,475,230
US Treasury Notes		91282CDN8	1.000%	12/15/21	12/15/24	\$ 304,078	\$ 304,078
US Treasury Notes		91282CDN8	1.000%	12/15/21	12/15/24	\$ 304,078	\$ 304,078
US Treasury Notes		91282CD57	1.125%	01/15/22	01/15/24	\$ 327,414	\$ 327,414
US Treasury Notes		91282CDZ1	1.500%	02/15/22	02/15/25	\$ 446,945	\$ 446,945
US Treasury Notes		91282CED9	1.750%	03/15/22	03/15/25	\$ 472,266	\$ 472,266
US Treasury Notes		91282CED9	1.750%	03/15/22	03/15/25	\$ 5,667,187	\$ 5,667,187
US Treasury Notes		9128284M9	2.875%	04/30/18	04/30/25	\$ 967,500	\$ 967,500
US Treasury Notes		91282CEQ0	2.750%	05/15/22	05/15/25	\$ 698,719	\$ 698,719
US Treasury Notes		91282CEQ0	2.750%	05/15/22	05/15/25	\$ 698,719	\$ 698,719
US Treasury Notes		91282CEQ0	2.750%	05/15/22	05/15/25	\$ 3,855,000	\$ 3,855,000
US Treasury Notes		91282CEY3	3.000%	07/15/22	07/15/25	\$ 653,695	\$ 653,695
US Treasury Notes		91282CEY3	3.000%	07/15/22	07/15/25	\$ 702,117	\$ 702,117
US Treasury Notes		91282CEY3	3.000%	07/15/22	07/15/25	\$ 1,791,609	\$ 1,791,609
US Treasury Notes		91282CFE6	3.125%	08/15/22	08/15/25	\$ 703,816	\$ 703,816
US Treasury Notes		91282CFE6	3.125%	08/15/22	08/15/25	\$ 1,383,363	\$ 1,383,363
US Treasury Notes		91282CFK2	3.500%	09/15/22	09/15/25	\$ 783,750	\$ 783,750
US Treasury Notes		91282CFK2	3.500%	09/15/22	09/15/25	\$ 1,053,164	\$ 1,053,164
US Treasury Notes		91282CFP1	4.250%	10/15/22	10/15/25	\$ 724,434	\$ 724,434
US Treasury Notes		91282CFP1	4.250%	10/15/22	10/15/25	\$ 1,049,180	\$ 1,049,180
US Treasury Notes		91282CFW6	4.500%	11/15/22	11/15/25	\$ 754,688	\$ 754,688
US Treasury Notes		91282CFW6	4.500%	11/15/22	11/15/25	\$ 1,408,750	\$ 1,408,750
US Treasury Notes		91282CGA3	4.000%	12/15/22	12/15/25	\$ 993,750	\$ 993,750
						\$ 61,510,297	\$ 61,510,297

US Treasury Subtotal:

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of December 31, 2022

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
Supra-national Agency Bond / Note							
Int'l BK Recon And Dev Note		459058JM6	0.250%	11/17/20	11/24/23	\$ 302,718	\$ 302,718
Int'l BK Recon And Dev Note		45906M3C3	2.250%	03/29/22	03/28/24	\$ 281,129	\$ 281,129
Inter-American Devel BK Corporate Notes		4581X0DZ8	0.500%	09/23/21	09/23/24	\$ 433,299	\$ 433,299
						\$ 1,017,146	\$ 1,017,146
Supra-National Agency Subtotal							
Federal Agency Bond/Note							
Federal Farm Credit Banks Notes		3133EMPH9	0.125%	02/03/21	02/03/23	\$ 169,367	\$ 169,367
Fannie Mae Notes		3137EAES4	0.250%	06/26/20	06/26/23	\$ 860,900	\$ 860,900
Fannie Mae Notes		3135G05G4	0.250%	07/10/20	07/10/23	\$ 390,708	\$ 390,708
Fannie Mae Notes (Callable)		3135G05G4	0.250%	07/10/20	07/10/23	\$ 903,512	\$ 903,512
Fannie Mae Notes		3135G05R0	0.300%	08/10/20	08/10/23	\$ 389,129	\$ 389,129
Fannie Mae Notes		3137EAEW5	0.250%	09/04/20	09/08/23	\$ 387,717	\$ 387,717
Fannie Mae Notes		3137EAEW5	0.250%	09/04/20	09/08/23	\$ 402,256	\$ 402,256
Fannie Mae Notes		3137EAEW5	0.250%	09/04/20	09/08/23	\$ 484,646	\$ 484,646
Fannie Mae Notes		3137EAEW5	0.250%	09/04/20	09/08/23	\$ 542,804	\$ 542,804
Fannie Mae Notes		3137EAEY1	0.125%	10/16/20	10/16/23	\$ 457,637	\$ 457,637
Fannie Mae Notes		3137EAEZ8	0.250%	11/05/20	11/06/23	\$ 721,391	\$ 721,391
Fannie Mae Notes		3135G06H1	0.250%	11/25/20	11/27/23	\$ 417,245	\$ 417,245
Fannie Mae Notes		3137EAF2	0.250%	12/04/20	12/04/23	\$ 512,703	\$ 512,703
Federal Home Loan Banks Notes		3130ARHG9	2.125%	03/25/22	02/28/24	\$ 582,048	\$ 582,048
Federal Home Loan Banks Notes		3130ASME6	3.000%	07/08/22	07/08/24	\$ 209,605	\$ 209,605
Fannie Mae Notes (Callable)		3134GXM35	3.600%	08/05/22	08/01/25	\$ 704,702	\$ 704,702
						\$ 8,136,370	\$ 8,136,370
Federal Agency Subtotal:							
Interest						\$	\$
Accrued Interest						\$ 335,589	\$ 335,589
Total Investments Held by Trustee -PFM Asset Management						\$ 71,020,739	\$ 71,020,739
Total Investments Held by Trustees						\$ 76,578,348	\$ 76,578,348

ITEM 4.4

CITY MANAGER'S REPORT FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **REVIEW OF THE CAPITAL FACILITY FEE FUNDS REPORT FOR FY 2021-2022**

RECOMMENDATION: **Review of the Capital Facility Fee Funds Report for Fiscal Year 2021-2022**

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

SUMMARY:

Pursuant to the State of California Mitigation Fee Act (also known as "AB 1600" CA Government Code Section 66006 et seq.), the City of Lathrop is required to provide an annual overview of fees collected by the Capital Facility Fee (CFF) program as a result of new development. This report presents the background for each fee and shows the fee schedules and history for last year. The information provided is required by the Government Code to be made available for public review and subsequently reviewed by City Council at the next regular meeting after being made public.

BACKGROUND:

The City's CFF program was first instituted on October 10, 1990 to provide adequate capital facility improvements to serve new development within the City. Since then, the CFF program has been amended to ensure that new development pays its proportionate share of improvement costs needed as a result of new development.

In 2003, the CFF program was amended to include a broad range of capital facility fees and establish fees for a new development planned for the area West of I-5, mainly River Islands and Mossdale Landing.

In 2005, the CFF program was amended to establish fees for new development in the Central Lathrop Specific Plan (CLSP) area and followed with revisions in 2007, adding the offsite roadway intersection improvements and the surface water supply fee components for the CLSP area.

In 2010, the CFF program was amended to establish the North Lathrop Transportation Impact Fee for new development impacting the Roth Road/I-5 interchange and the associated frontage roads in the North Lathrop area.

In May 2018, the CFF program was amended to keep pace with the rising cost of infrastructure, facilities and land. This amendment included adjusting existing fees for inflation and updating project costs for the West/Central Lathrop Regional Transportation CFF, Surface Water Supply CFF, and the Water System CFF and establishing a new Sewer/Recycled Water System CFF for the CLSP area.

In December 2018, the San Joaquin Area Flood Control Agency (SJAFCA) Mossdale Tract Area Regional Urban Level of Flood Protection (ULOP) Development Impact Fee (DIF) agreement replaced Lathrop's 2017 Interim Levee Fee for the Reclamation District 17 Urban Level of Flood Protection Levee System Improvements.

In February 2019, the CLSP CFF Study update established a new In-Lieu Community Parks Dedication Fee and adjusted existing fees for inflation and updated projects costs and fees for the West/Central Lathrop Regional Transportation and the Sewer/Recycled Water System. The CLSP Neighborhood Park Capital Facility Fee was updated in February 2021, to reflect the actual park development costs realized by the developer of the CLSP

In June 2019, the CLSP CFF Study established a new CFF for the Storm Drainage System Improvements – Watershed 2, Storm Drainage System Improvements – Watershed 4, Entitlements, and Prior Developer Account Open Items to reimburse the construction of storm drainage facilities and reimburse past expenditures associated with developing the CLSP area.

In October 2019, the South Lathrop Specific Plan (SLSP) and the Lathrop Gateway Business Park Specific Plan (LGBPSP) CFF Study provided an update to the CFF program for the SLSP area and established a fee program for the LGBPSP area. In May 2020, the CFF program was updated based on actual facility construction cost for SLSP and LGBPSP.

In February 2020, the Sewer Reimbursement CFF Study established a new Sewer Reimbursement fee for the construction of oversized sewer facilities including future construction of sewer facilities within the City.

The CFF program provides a source of revenue by which new development within the City will contribute their fair share of the costs that directly affect the need to construct infrastructure or expand community public facilities to meet growth needs. The City's CFF program funds improvements in the following categories:

1. Transportation
 - a. Local
 - b. Regional
2. Culture and Leisure
3. Municipal Services
4. Storm Drainage
5. Administration
6. San Joaquin County Multi-Species Habitat
7. Environmental Mitigation
8. Park-In-Lieu
9. Water
10. Surface Water
11. Sewer

The Annual CFF report (Attachment A), required by California Government Code 66006 et seq., was developed to identify the balances of fees in the Capital Facility Fee funds. The annual report provides the following information for each fee:

- a detailed description
- the fee amount
- beginning and ending balances for the fiscal year
- fees collected and interest earned
- transfers, refunds, and expenditures

The expenditures have been further broken down to identify the public improvements on which the fees were expended and the amount of expenditures for each improvement.

The Five-Year CFF Fund Report provides an overview of the improvement projects identified in the CFF program. The report lists the estimated cost for each project and the approximate date available. The fees and project costs are adjusted annually based on the annual changes to the Engineering News-Record Construction Cost Index (ENR CCI). The annual adjustment utilizing the ENR CCI ensures the current cost of construction and appropriate fees reflect the effects of inflation.

REASON FOR RECOMMENDATION:

The attached report was made public on January 25, 2023 pursuant to Section 66006 et seq. of the California Government Code, which requires a detailed report regarding collection and expenditure of fees in the CFF program. Pursuant to the California Government Code, the report is required to be made public and the City Council is required to review the information made available to the public at its next regular scheduled meeting.

CEQA STATUS:

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

FISCAL IMPACT:

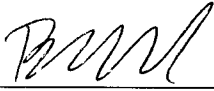
The cost for this item was staff time and materials to complete the attached report.

ATTACHMENTS:

- A. Capital Facility Fee Funds Report for report period Fiscal Year 2021-2022

CITY MANAGER'S REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
REVIEW OF THE CAPITAL FACILITY FEE FUNDS REPORT FOR FY 2021-2022

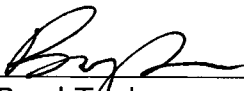
APPROVALS:



Bellal Nabizadah
Assistant Engineer

1/25/23

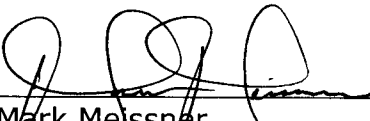
Date



Brad Taylor
City Engineer

1/30/2023

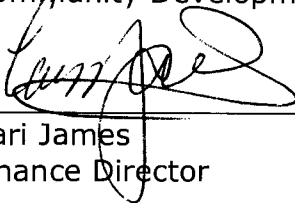
Date



Mark Meissner
Community Development Director

1-25-23

Date



Cari James
Finance Director

1/26/23


Date



Michael King
Assistant City Manager

1-26-23

Date



Salvador Navarrete
City Attorney

1-26-2023

Date



Stephen J. Salvatore
City Manager

2-9-23

Date

City of Lathrop

Capital Facility Fee Funds Report 2021 – 2022

Made Pursuant to Government Code
Section 66000 et seq.

Made Available for Public Review on:
January 25, 2023

City Council Agenda Date:
February 13, 2023

For further information, please contact:
Brad Taylor, Public Works Department
(209) 941-7438



Capital Facility Fee Fund Listing

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Regional Transportation Impact Fee – 2230

1. Fee Information

a. Description and History of Fee: This fee was collected to fund street improvements for Lathrop’s regional roadways. The fee originated in 1990 and was adopted by Lathrop City Council on October 10, 1990. The Regional Transportation Fee was calculated in coordination with the San Joaquin County Council of Governments to provide countywide transportation improvements for street and highway projects identified in the Congestion Management Program (CMP). Improvements to both Lathrop and Interstate 5 are included in the CMP.

The fee was reevaluated in the November 1, 1994 CFF Update and was updated to reflect the effects of inflation. In addition, the McKinley Avenue and Yosemite Avenue Intersection Improvements were added to the CFF. Updates to the Regional fee were also done in September of 2003 and again in August of 2005. The 2003 and 2005 studies included adjusting the previous Capital Facility Fee in Historic Lathrop (East) to reflect the effects of inflation.

The San Joaquin Regional Transportation Impact Fee (RTIF) is automatically adjusted on an annual basis at the beginning of each fiscal year (July 1) based on the Engineering News Record California Construction Code Index (CCCI).

b. Amount of Fee: The Regional Transportation Fee was changed to the San Joaquin Regional Transportation Impact Fee (RTIF) as of February 20, 2006. Funds collected as a result of the newly adopted fee are reported in Funds 2340 and 2360. **As of February 20, 2006, the Regional Transportation Fee is no longer collected.**

Land Use Type	Unit	FY 21/22
Residential (Single-Family)	DUE	\$-0-
Residential (Multi-Family)	DUE	\$-0-
Retail	Sq. Ft	\$-0-
Office	Sq. Ft	\$-0-
Commercial/Industrial	Sq. Ft	\$-0-



2. Fund Information (During Reporting Period)

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2021	-
b.	Fees Collected	-
c.	Interest Earned	-
d.	Expenditures	-
e.	Transfer Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2022	-

2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:

Were funds from Fund 2230 expended during the reporting period? No

2e. Description of Transfers and Loans made from fund.

Were funds from Fund 2230 transferred or loaned during the reporting period? No

2f. Description of refunds made during reporting period.

Were funds from Fund 2230 refunded during this reporting period? No

3. Planned Projects for Fiscal Year 2022-23: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:

The Regional Transportation Impact Fee Fund 2230 does not currently have funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2022-23. Please refer to the City’s 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.



Local Transportation Impact Fee – 2250

1. Fee Information

a. Description and History of Fee: This fee is collected to fund street improvements for existing city streets to accommodate for increased road usage due to new development. The Crossroads fee is an exception in that it is collected to reimburse the developer for infrastructure that was built with the original project. The fee originated in 1990 and was adopted by the Lathrop City Council on October 10, 1990. The original fee was designed to fund the widening of local roads from two lanes to four lanes as well as the addition of traffic signals and turning lanes to increase the capacity of intersections. In 1990 the Engineering Report for the Lathrop Traffic Mitigation Fee identified an estimated \$6.4 million in signal system, intersection and road widening improvements.

An update to the fee was adopted by the Lathrop City Council and adopted on November 1, 1994. The update included the same projects that were included in the original Capital Facility Fees (CFF), with the exception of Louise Avenue and the addition of the McKinley Avenue Mainline Improvements. The widening and improvements of Louise Avenue between Harlan Road and Fifth Street were completed prior to the 1994 update (with CFF funds as a contributing source) which is why Louise Avenue was omitted from the 1994 update.

The Local Transportation CFF was reevaluated in September 2, 2003 and again in August 1, 2005. The studies included adjusting the previous CFF in Historic Lathrop (East) to reflect the effects of inflation.

On August 3, 2015 City Council approved entitlements for the South Lathrop Specific Plan (SLSP) area. The entitlements required an update to the CFF program to establish fees to fund the improvements for the SLSP area. The SLSP CFF Study “Nexus Study” adopted on March 12, 2018 identified approximately \$65.8 million in interchange improvements, road-widening improvements, and railroad crossing improvements. In October 2019 the SLSP and the Lathrop Gateway Business Park Specific Plan (LGBPSP) CFF study provided an update to the CFF program for the SLSP area and established a fee program for the LGBPSP area. The LGBPSP CFF Study identified approximately \$56.7 million in transportation improvements. In May 2020 the CFF program was updated based on actual facility construction cost for SLSP and LGBPSP.

b. Amount of Fee: The amount of the fee varies by land use type and location.

<u>East Lathrop/North Harlan Land Use Type</u>	<u>Unit</u>	<u>July 1, 2021 to Dec. 31, 2021</u>	<u>Jan. 1, 2022 to June 30, 2022</u>
Single Family Residential	DU	\$3,805	\$4,085
Multi-Family Residential	DU	\$2,798	\$3,004
Commercial	1,000 sqft	\$5,196	\$5,578
Industrial/Warehouse	1,000 sqft	\$1,530	\$1,643

<u>Crossroads Land Use Type</u>	<u>Unit</u>	<u>July 1, 2021 to Dec. 31, 2021</u>	<u>Jan. 1, 2022 to June 30, 2022</u>
Commercial	Acre	\$31,454	\$33,769
Industrial	1,000 sqft	\$ 1,142	\$ 1,226



<u>South Lathrop Specific Plan-SLCC Plan Land Use Type</u>	<u>Unit</u>	<u>July 1, 2021 to Dec. 31, 2021</u>	<u>Jan. 1, 2022 to June 30, 2022</u>
Industrial/ Limited Industrial	1,000 sqft	\$ 1,369	\$ 1,470
Office Commercial	1,000 sqft	\$20,980	\$22,525
Retail Commercial	1,000 sqft	\$ -	\$ -
Warehouse	1,000 sqft	\$ 1,369	\$ 1,470

<u>South Lathrop Specific Plan-Non SLCC Plan Land Use Type</u>	<u>Unit</u>	<u>July 1, 2021 to Dec. 31, 2021</u>	<u>Jan. 1, 2022 to June 30, 2022</u>
Industrial/ Limited Industrial	1,000 sqft	\$ 1,369	\$ 1,470
Office Commercial	1,000 sqft	\$20,980	\$22,525
Retail Commercial	1,000 sqft	\$ -	-
Warehouse	1,000 sqft	\$ 1,369	\$ 1,470

<u>Gateway Business Park Specific Plan Land Use Type</u>	<u>Unit</u>	<u>July 1, 2021 to Dec. 31, 2021</u>	<u>Jan. 1, 2022 to June 30, 2022</u>
Industrial/ Limited Industrial	1,000 sqft	\$ 1,365	\$ 1,465
Office Commercial	1,000 sqft	\$17,600	\$18,896
Retail Commercial	1,000 sqft	\$ 6,179	\$ 6,634
Warehouse	1,000 sqft	\$ 1,365	\$ 1,465

2. Fund Information (During Reporting Period)

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2021	\$ 1,215,811
b.	Fees Collected	\$ 546,122
c.	Interest Earned	\$ 3,583
d.	Expenditures	-
e.	Transfers Out	(\$ 930,000)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2022	\$ 835,515



2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:

Were funds from Fund 2250 expended during the reporting period? No

2e. Description of Transfers and Loans made from fund.

Were funds from Fund 2250 transferred or loaned during the reporting period? Yes

A total of \$930,000 was transferred from Fund 2250 to the following projects:

- \$200,000 to the Louise Avenue and McKinley Avenue Signal Improvements Project PS 15-02
- \$730,000 to the Lathrop Road and Harlan Road Intersection Improvements Project PS 21-06

2f. Description of refunds made during reporting period.

Were funds from Fund 2250 refunded during this reporting period? No

3. Planned Projects for Fiscal Year 2022-23: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:

The Local Transportation Impact Fee Fund 2250 does not currently have funds appropriated to the Capital Improvement Program (CIP) Project listed below for Fiscal Year 2022-23. Please refer to the City's 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.



Culture and Leisure Capital Facility Fee – 2260

1. Fee Information

a. Description and History of Fee: The Culture and Leisure Capital Facility Fee is collected to fund costs for the completion of Neighborhood, Community and Linear Parks, a Library, Cultural Center, Senior Center and Community Center.

The Culture and Leisure Capital Facility Fee was first implemented with the adoption of the October 10, 1990 CFF Study Report. The original fee collected funds merely for Parks and a Library. The Capital Facility Fee program was reevaluated in 1994 and in addition to a park and library component, a component for a cultural center was added. Adopting this change increased the fee for both Single Family (from \$1,627 to \$1,789) and Multi-Family (from \$1,084 to \$1,295) residential dwelling units.

In September of 2003, the City Council again adopted a revision to the Culture and Leisure CFF. This amendment to the CFF was implemented to capture the new direction in which the City was headed. The City has since approved planned communities, that combined exceed 17,000 new homes, for Mossdale Landing, Central Lathrop Specific Plan Area and River Islands. These communities have pushed Lathrop's population well over the 12,980 projection for year 2010 (as of January 2011, the City of Lathrop's population was estimated at over 18,656) hence the need for an increase in facilities. The 2003 update increased the fee significantly for both Single Family and Multi-Family residential dwelling units and added a Senior Center to the list of facilities.

The 2005 update to the Culture and Leisure CFF split the fee into two separate components; Parks and Facilities. This was done to ensure enough monies were collected for both areas of culture and leisure as well as to ensure the importance of both sub-components. This update also included an increase to capture the effects of inflation.

The Culture and Leisure CFF was reevaluated May 3, 2018 adjusting the previous CFF to reflect the effects of inflation. The studies also included adjusting the total library space to 31,100 square feet at build out as well as a reduction in the library square footage standard to 475 square feet per 1,000 residents. Additionally, the 5.76 acre of land associated with the Generation Center was added to the CFF program with no net increase to the CFF rates for the Culture and Leisure Facility sub-component.

The Central Lathrop Specific Plan (CLSP) Neighborhood Park Capital Facility Fee was updated on February 8, 2021, to be consistent with the actual park development costs realized by the primary developer of the CLSP. The cost to construct the CLSP neighborhood park improvement was estimated to be \$298,501 per acre in the development agreement. Subsequently, it was inflated to \$322,625 per acre in 2020, based on the ENR 20-City Construction Cost Index (the "CCI"). Based on the actual development costs for the Phase 1A Neighborhood Park constructed by Saybrook in 2020, the total cost increased to \$390,251 per acre.



b. Amount of Fee: The amount of the fee varies by land use type and location.

	Accounting Period			
	July 1, 2021 to Dec. 31, 2021		January 1, 2022 to June 30, 2022	
<u>Land Use Type (Unit)</u>	Historical Lathrop North Harlan Mossdale Village	Central Lathrop	Historical Lathrop North Harlan Mossdale Village	Central Lathrop
Single Family (DU)				
Neighborhood Parks	\$5,909	\$4,113	\$6,343	\$4,416
Community/Linear Parks	-	\$4,095	-	\$4,396
Facilities	\$3,620	\$3,620	\$3,886	\$3,886
Multi-Family (DU)				
Neighborhood Parks	\$4,220	\$2,938	\$4,531	\$3,154
Community/Linear Parks	-	\$2,925	-	\$3,141
Facilities	\$2,585	\$2,585	\$2,775	\$2,775

	Accounting Period			
	July 1, 2021 to Dec. 31, 2021		January 1, 2022 to June 30, 2022	
<u>Land Use Type (Unit)</u>	Mossdale Landing	Stewart Tract	Mossdale Landing	Stewart Tract
Single Family (DU)				
Parks	\$5,907	-	\$6,342	-
Facilities	\$2,372	\$3,620	\$2,546	\$3,886
Multi-Family (DU)				
Parks	\$4,218	-	\$4,529	-
Facilities	\$1,693	\$2,585	\$1,818	\$2,775

2. Fund Information (During Reporting Period)

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2021	\$ 13,308,354
b.	Fees Collected	\$ 7,667,000
c.	Interest Earned	\$ 58,660
d.	Expenditures	-
e.	Transfers Out	(\$ 180,256)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2022	\$ 20,853,757



2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:

Were funds from Fund 2260 expended during the reporting period? No

2e. Transfers and Loans: Description of Transfers and Loans made from fund.

Were funds from Fund 2260 transferred or loaned during the reporting period? Yes

A total of \$80,256 was transferred from Fund 2260 to the following projects;

- \$70,000 to the Shilling Avenue Park Improvements Project PK 22-34
- \$109,400 to the Cricket Pitch on Banta School Property Project PK 22-40
- \$496 to reimburse developer

2f. Refunds: Description of refunds made during reporting period.

Were funds from Fund 2260 refunded during this reporting period? No

3. Planned Projects for Fiscal Year 2022-23: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:

The Culture and Leisure Capital Facility Fee Fund 2260 does not currently have funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2022-23. Please refer to the City's 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.



Municipal Services Capital Facility Fee – 2270

1. Fee Information

a. Description and History of Fee: The Municipal Services Capital Facility Fee is collected to fund costs related to a new City Hall, Police Station, Corporation Yard and Animal Shelter needed to support the growth of the City.

The Municipal (City) Services Capital Facility Fee (CFF) was first implemented with the adoption of the October 10, 1990 CFF Study Report. The original fee collected monies to fund a new city hall, police station and a corporation yard for field staff (operations and maintenance). The Capital Facility Fee program was reevaluated in 1994 and in addition to the facilities previously adopted with the original study; a component for an Animal Control Facility was added. Adopting this change increased the fee for residential land use types as well as for commercial and industrial.

In September of 2003, the City Council again adopted a revision to the Municipal Services CFF. This amendment to the CFF was implemented to ensure that the City was collecting enough monies to fund the facilities needed to accommodate new development as the existing facilities (excluding city hall) do not meet the City's service level standards.

- The City currently contracts with the City of Manteca for its animal control shelter facilities since Lathrop does not have one of its own.
- The City's Police Services Department, which is currently contracted with the San Joaquin County Sheriff's Department, is too small to expand for the City's anticipated growth. At build out there will not be enough room to expand for the projected 1.5 sworn peace officers per 1,000 residents.
- The Corporation Yard facility that houses most of the City's field staff (maintenance and operations) as well as much of the city's equipment and vehicles is too small to accommodate for growth.
- A 2005 update to the Municipal Services CFF increased the fee to reflect the effects of inflation. Additionally, a Performing Arts Center was added to accommodate the City's growing population and a Wireless Network was added to ensure that the City is keeping up with technology to offer residents and employees the highest level of service.

On August 3, 2015 City Council approved entitlements for the South Lathrop Specific Plan (SLSP) area. The entitlements required an update to the CFF program to establish fees to fund the improvements for the SLSP area. The SLSP CFF Study "Nexus Study" adopted on March 12, 2018 identified SLSP will also be subject fund future development fair share of the cost of municipal buildings and facilities.



b. About the Fee: The amount of the fee varies by land use type and location. The fees are as follows:

Accounting Period		
	July 1, 2021 to December 31, 2021	January 1, 2022 to June 30, 2022
<u>Land Use Type (Unit)</u>	East Lathrop/ North Harlan/ Mossdale Village/ Crossroads/ Central Lathrop/ Stewart Tract	East Lathrop/ North Harlan/ Mossdale Village/ Crossroads/ Central Lathrop/ Stewart Tract
Single Family (DU) Residential	\$4,055	\$4,354
Multi-Family (DU) Residential	\$2,896	\$3,110
Service Retail (Per 1,000 sf.)	\$2,643	\$2,837
Other Non-Residential (Per 1,000 sf.)	\$1,599	\$1,717

Accounting Period		
	July 1, 2021 to December 31, 2021	January 1, 2022 to June 30, 2022
<u>Land Use Type</u>	Mossdale Landing	Mossdale Landing
Single Family Residential	\$3,983	\$4,277
Multi-Family Residential	\$2,846	\$3,056
Service Retail (Per 1,000 sf.)	\$2,586	\$2,777
Other Non-Residential (Per 1,000 sf.)	\$1,565	\$1,680

Accounting Period		
	July 1, 2021 to December 31, 2021	January 1, 2022 to June 30, 2022
<u>Land Use Type</u>	South Lathrop Specific Plan – SLCC/Non SLCC, Gateway Business Park	South Lathrop Specific Plan – SLCC/Non SLCC, Gateway Business Park
Service Retail (Per 1,000 sf.)	\$2,643	\$2,837
Other Non-Residential (Per 1,000 sf.)	\$1,599	\$1,717



2. Fund Information (During Reporting Period)

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2021	\$ 13,926,375
b.	Fees Collected	\$ 6,585,143
c.	Interest Earned	\$ 47,216
d.	Expenditures	(\$ 379,000)
e.	Transfers Out	(\$ 5,545,414)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2022	\$ 14,634,320

2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:

Were funds from Fund 2270 expended during the reporting period? Yes

A total of \$379,000 was expended from Fund 2270 to the City Hall Facility service debt.

2e. Description of Transfers and Loans made from fund.

Were funds from Fund 2270 transferred or loaned during the reporting period? Yes

- \$4,795,434 was transferred to the Police Building Project, GG 19-08.
- \$750,000 was transferred to the Corp Yard Project, GG 21-13.

2f. Description of refunds made during reporting period.

Were funds from Fund 2270 refunded during this reporting period? No

3. Planned Projects for Fiscal Year 2022-23: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:

The Municipal Services Fee Fund 2270 currently has funds appropriated to the Capital Improvement Program (CIP) Project listed below for Fiscal Year 2022-23. Please refer to the City’s 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.

<u>Project</u>	<u>Amount</u>	<u>% of Improvements</u>
Police Building, GG 19-08	\$4,000,414	98
Corp Yard Improvements, GG 21-13	\$3,750,000	100
Total	\$7,750,414	



Storm Drainage Capital Facility Fee – 2280

1. Fee Information

a. Description and History of Fee: This Storm Drainage Capital Facility Fee (CFF) is collected to fund storm drainage improvements to support new development. The Crossroads fee is an exception in that it is collected to reimburse the developer for infrastructure that was built with the original project.

On February 20, 1987, San Joaquin County Ordinance Number 3297 established a fee of \$1,000 per gross acre of land to reimburse the costs of establishing the storm drain system known as “City Service Zone 1”. This fee was to be updated every year by the Engineering News Record (ENR) Construction Cost Index for inflation.

On July 7, 1992, the City adopted a Storm Drain Master Plan which identified the facilities in place, existing deficiencies, and needed improvements for terminal storm drainage in areas of the existing City and surrounding area. Storm drainage CFFs were established in 1994. The City’s only terminal storm drain system consisted of the former County Service area 4, Zones A & B (designed by the County), which included most of the populated areas of the City at that time. This system has been expanded on several occasions as a result of new growth and has been re-designated as “Storm Drain City Zone 1”.

The Storm Drainage Capital Facility Fee was reevaluated in September 2, 2003 and again in August 1, 2005. The studies included adjusting the previous Capital Facility Fee in Historic Lathrop (East) to reflect the effects of inflation. Additionally, new CFF fees were established for the Mossdale development area to be used as funding for the improvement the development community would be constructing.

New development that occurs in the areas surrounding City Zone 1 must pay a fee to the Area of Benefit District No. 6, which was established by San Joaquin County (Ord. 3297) to reimburse the capital costs of constructing the trunk and outfall lines of the current system.

On August 3, 2015 City Council approved entitlements for the South Lathrop Specific Plan (SLSP) area. The entitlements required an update to the CFF program to establish fees to fund the improvements for the SLSP area. The SLSP CFF Study “Nexus Study” adopted on March 12, 2018 identified approximately \$1.7 million to construct an outfall facility that would be allocated equally to the three developments that will benefit from this facility.

In June 2019, the Central Lathrop Specific Plan (CLSP) CFF Study established a fee program for the CLSP area. The CLSP CFF Study identified approximately \$13.9 million storm drainage improvements.

In October 2019 the SLSP and the Lathrop Gateway Business Park Specific Plan (LGBPSP) CFF study provided an update to the CFF program for the SLSP area and established a fee program for the LGBPSP area. The LGBPSP CFF Study identified approximately \$12.8 million storm drainage facilities improvements. In May 2020, the CFF program was updated based on actual facility construction cost for SLSP and LGBPSP.



b. Amount of Fee: The amount of the fee varies by land use type and location.

Land Use Type	Unit	July 1, 2021 to December 31, 2022			January 1, 2022 to June 30, 2022		
		East Lathrop	North Harlan	Mossdale	East Lathrop	North Harlan	Mossdale
Low Density Residential	DU	\$956	\$956	\$365	\$1,026	\$1,026	\$392
Medium Density Residential	DU	-	-	\$251	-	-	\$269
High Density Residential	DU	-	-	\$196	-	-	\$210
Village Commercial	Acre	-	-	\$4,524	-	-	\$4,857
Service Commercial	Acre	\$6,570	\$6,570	\$4,524	\$7,053	\$7,053	\$4,857
Freeway Commercial	Acre	\$11,789	\$11,789	\$4,524	\$12,657	\$12,657	\$4,857
Neighborhood Commercial	Acre	\$2,918	\$2,918	\$4,524	\$3,133	\$3,133	\$4,857
Limited Industrial Zone 5	Acre	\$9,170	\$9,170	-	\$9,845	\$9,845	-
Limited Industrial Other Zones	Acre	\$5,111	\$5,111	-	\$5,487	\$5,487	-
General Industrial	Acre	\$6,206	\$6,206	-	\$6,663	\$6,663	-
Transit Station (Lathrop Road)	Acre	\$5,840	\$5,840	-	\$6,269	\$6,269	-
Fire Station (Yosemite)	Acre	\$6,570	\$6,570	-	\$7,053	\$7,053	-
Area of Benefit 6	Acre	\$2,547	-	-	\$2,734	-	-

<u>Crossroads Land Use Type</u>	<u>Unit</u>	July 1, 2021 to Dec. 31, 2021	Jan. 1, 2022 to June 30, 2022
Onsite	Acre	\$13,614	\$14,616
Offsite	Acre	\$ 7,763	\$ 8,335

Land Use Type	Unit	July 1, 2021 to December 31, 2021		January 1, 2022 to June 30, 2022	
		CLSP (Storm Drainage WS2)	CLSP (Storm Drainage WS4)	CLSP (Storm Drainage WS2)	CLSP (Storm Drainage WS4)
All Development	Acre	\$48,673	\$36,813	\$ 52,256	\$ 39,523

Land Use Type	Unit	July 1, 2021 to December 31, 2021		January 1, 2022 to June 30, 2022	
		SLSP - Non SLCC (Storm Drainage)	SLSP - Non SLCC (Regional Storm Drainage)	SLSP - Non SLCC (Storm Drainage)	SLSP - Non SLCC (Regional Storm Drainage)
OFC Commercial	1,000 sf.	\$65,372	\$5,006	\$70,184	\$5,375
Limited WHS	1,000 sf.	\$65,372	\$5,006	\$70,184	\$5,375
Warehouse	1,000 sf.	\$65,372	\$5,006	\$70,184	\$5,375



		July 1, 2021 to December 31, 2021		January 1, 2022 to June 30, 2022	
Land Use Type	Unit	Lathrop Gateway (Storm Drainage)	Lathrop Gateway (Regional Storm Drainage)	Lathrop Gateway (Storm Drainage)	Lathrop Gateway (Regional Storm Drainage)
Shopping Center	1,000 sf.	\$3,927	\$372	\$4,216	\$399
Office Park	1,000 sf.	\$3,445	\$326	\$3,699	\$350
Industrial Park	1,000 sf.	\$2,131	\$201	\$2,288	\$216
Warehouse	1,000 sf.	\$2,131	\$201	\$2,288	\$216

2. Fund Information (During Reporting Period)

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2021	\$ 105,555
b.	Fees Collected	\$ 31,955
c.	Interest Earned	\$ 192
d.	Expenditures	(\$ 260,810)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2022	(\$ 123,107)

2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:

Were funds from Fund 2280 expended during the reporting period? Yes

A total of \$260,810 was expended from Fund 2280 to the following projects;

- \$243,763 for the City’s share of the South Lathrop’s Regional Outfall Structure.
- \$6,045 for Mossdale Village share of the South Lathrop’s Regional Outfall Structure
- \$11,002 to reimburse developers for constructing public improvements

2e. Description of Transfers and Loans made from fund.

Were funds from Fund 2280 transferred or loaned during the reporting period? No

2f. Description of refunds made during reporting period.

Were funds from Fund 2280 refunded during this reporting period? No

3. Planned Projects for Fiscal Year 2022-23: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement,



including the total percentage of the cost of each project of the district that will be funded with reportable fees:

The Storm Drainage Capital Facility Fee Fund 2280 currently does not have funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2022-23. Please refer to the City's 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.



Administration Capital Facility Fee – 2290

1. Fee Information

a. Description and History of Fee: The purpose of the capital facility fee program is to provide a source of revenue by which new development within the City will contribute a fair and proportionate share of the cost of providing infrastructure and community facilities commensurate with the benefits received. Under Government Code Section 66000 et seq., the City is required to separately account for revenues and expenditures within the capital facilities fee funds and is allowed to apply an appropriate fee for administration of Transportation, Municipal Services, Culture and Leisure, and Regional Levee Fees as identified in the report titled “City of Lathrop Capital Facilities Fees, As Amended September 2, 2003” and the “Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee, Nexus Study, Adopted by SJAFCA, Resolution No. 18-21, November 8, 2018”.

In June 2019, the Central Lathrop Specific Plan (CLSP) CFF Study established fees to reimburse past expenditures associated with developing the CLSP area. In October 2019, the Lathrop Gateway Business Park Specific Plan (LGBPSP) CFF study established a fee program. In May 2020, the CFF program was updated based on actual facility construction costs for the SLSP and LGBPSP development areas.

b. Amount of Fee: This fee is calculated as a percentage of the capital facilities fees charged prior to issuance of the building permit. Currently the fee is 3% of all capital facility fees applicable to the project.

2. Fund Information (During Reporting Period)

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2021	\$2,234,231
b.	Fees Collected	\$1,115,215
c.	Interest Earned	\$ 9,249
d.	Expenditures	-
e.	Transfers Out	(\$ 205,000)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2022	\$3,153,695

2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:

Were funds from Fund 2290 expended during the reporting period? No

2e. Description of Transfers and Loans made from fund.

Were funds from Fund 2290 transferred or loaned during the reporting period? Yes

A total of \$205,000 was transferred from Fund 2290 to cover the Capital Facility Fee Program administration costs.



- \$105,000 was transferred to the Capital Facilities Fees Update Project, GG 22-01.
- \$100,000 was transferred to the Admin Services, General Fund.

2f. Description of refunds made during reporting period.

Were funds from Fund 2290 refunded during this reporting period? No

3. Planned Projects for Fiscal Year 2022-23: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:

The Administration Capital Facility Fee Fund 2290 does not currently have funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2022-23. Please refer to the City's 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.



Environmental Mitigation Capital Facility Fee – 2310

1. Fee Information

a. Description and History of Fee: One of the environmental mitigation measures required in relation to development on the west side of Interstate 5 is the protection of habitat for the Riparian Brush Rabbit. To meet this requirement, land in the “oxbow” along the San Joaquin River was acquired, fenced, and maintained as protected habitat. This fee will be used to acquire the land and construct a fence needed to protect the rabbit as identified in the report titled “City of Lathrop Capital Facilities Fees, As Amended September 2, 2003.” Ongoing maintenance costs are to be funded through an endowment or other means, and are not included herein.

b. Amount of Fee: The amount of the fee varies by land use type and location and is only applicable to the Mossdale Village/Landing area.

	July 1, 2021 to December 31, 2021	January 1, 2022 to June 30, 2022
Low Density Residential	\$213	\$229
Medium Density Residential	\$121	\$129
High Density Residential	\$ 44	\$ 47
Village Commercial	\$1,020	\$1,095
Service Commercial	\$1,020	\$1,095
Freeway Commercial	\$1,020	\$1,095
Waterfront Resort Commercial	\$1,020	\$1,095

2. Fund Information During Reporting Period

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2021	-
b.	Fees Collected	\$ 3,950
c.	Interest Earned	(\$ 3)
d.	Expenditures	(\$ 3,947)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2022	-



2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:

Were funds from Fund 2310 expended during the reporting period? Yes

A total of \$3,947 was expensed from Fund 2310 to reimburse developers for constructing public improvements.

2e. Description of Transfers and Loans made from fund.

Were funds from Fund 2310 transferred or loaned during the reporting period? No

2f. Description of refunds made during reporting period.

Were funds from Fund 2310 refunded during this reporting period? No

3. Planned Projects for Fiscal Year 2022-2023: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:

The Environmental Mitigation Fund 2310 does not currently have funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2022-23. Please refer to the City's 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.



Regional Levee Impact Fee – 2315

1. Fee Information

a. Description and History of Fee: In 2007, the legislature passed California State Bill 5 (SB5), which requires the state to develop and adopt a comprehensive Central Valley Flood Protection Plan (CVFPP). The CVFPP was approved by the Central Valley Flood Protection Board in June 2012. In January 2017, Lathrop City Council approved the Interim Urban Levee of Flood Protection Levee Impact Fee (Nexus Study), Ordinance No. 17-374, adding the fee to the Capital Facility Fee Program to fund the design and construction of levee system improvements to provide 200-year flood protection to the Reclamation District 17 area.

On December 10, 2018, Lathrop City Council approved the Regional Levee Impact Fee Collection Agreement with San Joaquin Area Flood Control Agency (SJAFC) and Cities of Lathrop, Manteca, Stockton and San Joaquin County for the collection of the San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Levee Flood Protection Development Impact Fee. Replacing the Interim Urban Levee of Flood Protection Levee Impact Fee as a result. The Regional Levee Impact Fee is collected by the Land Use Agencies in accordance with the agreement for collection of the San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee.

b. Amount of Fee: The amount of the fee varies by planned new development land use type.

Land Use Type	Unit	July 1, 2021 to December 31, 2021		January 1, 2022 to June 30, 2022	
		Levee Impact	Admin Fee	Levee Impact	Admin Fee
Single Family – Residential	Acre	\$18,845	\$583	\$18,845	\$583
Multi-Family - Residential	Acre	\$17,160	\$531	\$17,160	\$531
Commercial	Acre	\$17,847	\$552	\$17,847	\$552
Industrial	Acre	\$14,850	\$459	\$14,850	\$459

2. Fund Information During Reporting Period

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2021	\$ -
b.	Fees Collected	\$2,249,868
c.	Interest Earned	\$ -
d.	Expenditures	(\$2,249,868)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2022	-



2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:

Were funds from Fund 2315 expended during the reporting period? Yes

A total of \$2,249,868 was expensed from Fund 2315 to SJAFCA pursuant to the approved Regional Levee Impact Fee Collection Agreement for the Mossdale Tract Area Regional Urban Levee Flood Protection Development Impact Fee.

2e. Description of Transfers and Loans made from fund.

Were funds from Fund 2315 transferred or loaned during the reporting period? No

2f. Description of refunds made during reporting period.

Were funds from Fund 2315 refunded during this reporting period? No

3. Planned Projects for Fiscal Year 2022-2023: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:

The Regional Levee Impact Fee Fund 2351 will not have funds appropriated to any Capital Improvement Program (CIP) Projects. Its purpose is to collect and transmit the development impact fee to SJAFCA to fund construction of the development impact fee projects identified in the Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee Study “Final Nexus Study” adopted November 8, 2018, SJAFCA, Resolution No. 18-21.



West Central Lathrop Transportation Capital Facility Fee – 2320

1. Fee Information

a. Description and History of Fee: The West/Central Lathrop Regional Transportation Fee is a supplemental fee collected, in conjunction with the original 1997 WLSP (West Lathrop Specific Plan) Regional Transportation Fee, in order to fund traffic improvements needed as a result of new development. Negotiations between developers and City staff concluded that a West/Central Lathrop Regional Traffic Impact Fee would be added to the Capital Facilities Fee (CFF) Program that would help to fund projects identified in the 1997 WLSP Regional Fee as well as to fund newly added improvements.

The W/C Lathrop Regional Transportation Fee was derived as a result of a traffic study performed by TJKM Transportation Consultants that evaluated trips to / from the regional areas of Lathrop to / from five major service areas within Lathrop: Central Lathrop Specific Plan Area, Mossdale Village, River Islands, Historic Lathrop and area outside of the city limits.

The West Central Lathrop Transportation CFF was reevaluated January 23, 2019. After further review City staff found the project cost were consistent with current cost estimates to construct the improvements with exception of the Louise Avenue Interchange and the Paradise Avenue Interchange improvements. As a result, the fee study includes adjusting the previous CFF to reflect the effects of inflation as well as an increase to the rates for Central Lathrop, Mossdale Village and River Islands.

b. Amount of Fee: The amount of the fee varies by land use type and location.

July 1, 2021 to December 31, 2021					
Land Use Type	Unit	Mossdale Village	Mossdale Landing	Central Lathrop	River Islands – Stewart Tract
Single Family	DU	\$3,714	\$2,805	\$3,802	\$ 4,275
Multi-Family	DU	\$2,290	\$1,725	\$2,333	\$ 2,624
Retail Commercial	1,000 sf	\$5,883	\$4,447	\$4,845	\$ 7,104
Service/Office Commercial	1,000 sf	\$5,328	\$4,030	\$3,539	\$ 3,922

January 1, 2022 to June 30, 2022					
Land Use Type	Unit	Mossdale Village	Mossdale Landing	Central Lathrop	River Islands – Stewart Tract
Single Family	DU	\$3,987	\$3,012	\$ 4,082	\$ 4,590
Multi-Family	DU	\$2,459	\$1,852	\$ 2,505	\$ 2,817
Retail Commercial	1,000 sf	\$6,316	\$4,774	\$ 5,201	\$ 7,627
Service/Office Commercial	1,000 sf	\$5,720	\$4,327	\$ 3,800	\$ 4,211

2. Fund Information (During Reporting Period)



	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2021	\$ 9,761,368
b.	Fees Collected	\$ 4,778,134
c.	Interest Earned	\$ 40,126
d.	Expenditures	(\$ 290)
e.	Transfers Out	(\$ 370,166)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2022	\$ 14,209,172

2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:

Were funds from Fund 2320 expended during the reporting period? Yes

A total of \$290 was expensed from Fund 2320 to reimburse development for constructed public improvements.

2e. Description of Transfers and Loans made from fund.

Were funds from Fund 2320 transferred or loaned during the reporting period? Yes

A total of \$370,166 was transferred from Fund 2320 to the following projects:
 \$350,000 to the Louise Avenue & I-5 Improvements Project PS 06-06.
 \$20,166 to the Golden Valley Parkway Improvements Project PS 20-25.

2f. Description of refunds made during reporting period.

Were funds from Fund 2320 refunded during this reporting period? No

3. Planned Projects for Fiscal Year 2022-23: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:

The West Central Lathrop Transportation Capital Facility Fee Fund 2320 currently has funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2022-23. Please refer to the City's 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.

<u>Project</u>	<u>Amount</u>	<u>% of Improvements</u>
Golden Valley Parkway Improvements, PS 20-25	\$20,166	100
Louise Avenue/I-5 Interchange Right-of-Way. PS 06-06	\$761,667	33
Total	\$781,833	



West Lathrop Specific Plan Regional Transportation Impact Fee – 2330

1. Fee Information

a. Description and History of Fee: The West Lathrop Specific Plan (WLSP) Regional Transportation Impact Fee is collected from planned communities in the Central Lathrop area, Mossdale Village area and the River Islands area to fund regional road improvements needed as a result of new development west of Interstate 5.

The original fee was first developed in 1997 by the Fee Development Committee which is comprised of representatives from the City of Lathrop, San Joaquin Council of Governments, Caltrans, The Crane Transportation Group and Califia (a River Islands affiliate). The Committee was to evaluate existing transportation facilities to determine if they were sufficient to accommodate for new growth and, if insufficient, to identify the need for additional street infrastructure.

Upon determining a transportation level of service (LOS), the development projections for the City and project level impacts, a list of transportation system improvements was compiled. This list of improvements was utilized to determine a fee to fund the necessary improvement projects.

The West Central Lathrop Transportation CFF was reevaluated May 3, 2018. After further review City staff found the project cost were consistent with current cost estimates to construct the improvements with exception of the Louise Avenue Interchange and the Paradise Avenue Interchange improvements. As a result, the fee study includes adjusting the previous CFF to reflect the effects of inflation as well as an increase to the rates for Central Lathrop, Mossdale Village and River Islands.

b. Amount of Fee: The amount of the fee for the West Lathrop Specific Plan Regional Transportation Fee varies by land use type.

Land Use Type	Unit	July 1, 2021 to December 31, 2021	January 1, 2022 to June 30, 2022
Single Family	DU	\$ 367	\$ 394
Multi Family	DU	\$ 429	\$ 461
Retail Commercial	1,000 sf	\$2,050	\$2,201
Service Commercial	1,000 sf	\$ 569	\$ 610

2. Fund Information During Reporting Period

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2021	\$ 941,199
b.	Fees Collected	\$ 476,318
c.	Interest Earned	\$ 4,005
d.	Expenditures	(\$ 16)
e.	Transfers Out	(\$ 22)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2022	\$ 1,421,484



2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:

Were funds from Fund 2330 expended during the reporting period? Yes

A total of \$16 was expensed from Fund 2330 to reimburse development for constructed public improvements.

2e. Description of Transfers and Loans made from fund.

Were funds from Fund 2330 transferred or loaned during the reporting period? Yes

A total of \$22 was transferred from Fund 2330 to the River Islands Parkway & McKee Boulevard Project PS 17-02.

2f. Description of refunds made during reporting period.

Were funds from Fund 2330 refunded during this reporting period? No

3. Planned Projects for Fiscal Year 2022-23: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:

The West Lathrop Specific Plan Regional Transportation Impact Fee Fund 2330 does not currently have funds appropriated to the Capital Improvement Program (CIP) Project for Fiscal Year 2022-23. Please refer to the City's 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.



Lathrop Local East – 2340 and Lathrop Local West - 2360

1. Fee Information

a. Description and History of Fee: The Regional Transportation Impact Fee (RTIF) San Joaquin County was adopted by City Council on December 20, 2005. This fee was adopted to address traffic volumes exceeding the capacity of the regional network of highways and arterials existing in San Joaquin County. It was determined that existing funding sources, including federal, state, and local sources, will be inadequate to construct the Regional Transportation Network needed to avoid unacceptable levels of traffic congestion and related adverse impacts.

The City of Lathrop has an existing local and regional transportation capital facilities fee (CFF) system in place which began with the West Lathrop Regional Transportation Impact Fee adopted in 1997. In 2003, the City created the West/Central Lathrop Regional Transportation CFF which picked up where the WLSP RTIF ended, by providing for other transportation improvements needed to meet the increase in development in West and Central Lathrop Specific Plan areas. Several other transportation-related CFFs (as covered in this report) have been created to address improvements as areas have developed.

The San Joaquin RTIF effectively updates and is incorporated into the WLSP RTIF. RTIF – Lathrop Local East (Fund 234) was created to account for fees collected from new development in East Lathrop under the new schedule. RTIF – Lathrop Local West (Fund 236) also accounts for fees collected for new development in West Lathrop under the San Joaquin RTIF fee schedule. Both funds will be used in accordance with the RTIF Operating Agreement in their prospective areas.

b. Amount of Fee: The amount of the fee varies by land use type and location. The fees are as follows:

Land Use Type	Unit	July 1, 2021 to December 31, 2021	January 1, 2022 to June 30, 2022
Single Family	DU	\$ 3,696	\$ 3,696
Multi Family	DU	\$ 2,217	\$ 2,217
Industrial	1,000 sf	\$ 1,120	\$ 1,120
Service/Office Commercial	1,000 sf	\$ 1,850	\$ 1,850
Retail Commercial	1,000 sf	\$ 1,470	\$ 1,470
Warehouse	1,000 sf	\$ 460	\$ 460



2a. Fund 234 – RTIF – Lathrop Local East

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2021	\$ 2,296,205
b.	Fees Collected	\$ 317,493
c.	Interest Earned	\$ 8,295
d.	Expenditures	(\$ 3,985)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2022	\$ 2,618,008

2c. Fund 236 – RTIF – Lathrop Local West

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2021	\$ 8,065,603
b.	Fees Collected	\$ 3,345,663
c.	Interest Earned	\$ 32,970
d.	Expenditures	(\$ 14,127)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2022	\$ 11,430,110

2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:

Were funds from Fund 2340 and 2360 expended during the reporting period? Yes

A total of \$3,985 was expended from Fund 2340 and \$14,127 was expended from Fund 2360 to pay San Joaquin Council of Governments for a portion of 3rd party cost to implement the RTIF Program.

2e. Description of Transfers and Loans made from fund.

Were funds from Fund 2340 and 2360 transferred or loaned during the reporting period? No

2f. Description of refunds made during reporting period.

Were funds from Fund 2340 and 2360 refunded during this reporting period? No



3. Planned Projects for Fiscal Year 2022-23: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:

The Lathrop Local East Fee Fund 2340 and Lathrop Local West Fee Fund 2360 do not currently have funds appropriated to the Capital Improvement Program (CIP) Project for Fiscal Year 2022-23. Please refer to the City's 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.



Regional Transportation Impact Fee San Joaquin County – 2350

1. Fee Information

a. Description and History of Fee: The Regional Transportation Impact Fee (RTIF) San Joaquin County was adopted by City Council on December 20, 2005. This fee was adopted to address traffic volumes exceeding the capacity of the regional network of highways and arterials existing in San Joaquin County. It was determined that existing funding sources, including federal, state, and local sources, will be inadequate to construct the Regional Transportation Network needed to avoid unacceptable levels of traffic congestion and related adverse impacts.

The Regional Transportation Impact Fee San Joaquin County (Fund 235) meets the agreement requirement to pay ten (10) percent of the total fee revenue collected to the County of San Joaquin for the purpose of funding RTIF Capital Projects within the County. Fund 235 has been set up to account for this revenue which is paid on a quarterly basis per the RTIF Operating Agreement.

b. Amount of Fee: The amount of the fee varies by land use type and location. Only 10 percent of the fee is placed in Fund 2350 (See Funds 2340 and 2360). The fund amounts are as follows:

2. Fund 235 – RTIF SJ County 10%

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2021	\$ -
b.	Fees Collected	\$ 498,404
c.	Interest Earned	\$ 628
d.	Expenditures	(\$ 499,032)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2022	-

2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:

Were funds from Fund 2350 expended during the reporting period? Yes

A total of \$499,032 was expensed from Fund 2350 to pay the County of San Joaquin for the portion of fee dedicated to RTIF Capital Projects within the County.

2e. Description of Transfers and Loans made from fund.

Were funds from Fund 2320 transferred or loaned during the reporting period? No

2f. Description of refunds made during reporting period.

Were funds from Fund 2320 refunded during this reporting period? No



3. Planned Projects for Fiscal Year 2022-23: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:

The Regional Transportation Impact Fee (RTIF) Fund 2350 will not have funds appropriated to any Capital Improvement Program (CIP) Projects. Its purpose is to account for the amount that is paid to the County of San Joaquin for the portion of the fee dedicated to RTIF Capital Projects within the County.



Regional Transportation Impact Fee
San Joaquin Council of Governments 15% – 2370

1. Fee Information

a. Description and History of Fee: The Regional Transportation Impact Fee (RTIF) Program Operating Agreement establishes the distribution of fee revenue collected by the participating agencies. Ten (10) percent of the fees collected by the City of Lathrop and each of the other participating agencies pass directly on to the San Joaquin Council of Governments (SJCOG) on a quarterly basis. This revenue is used to fund state highway improvements on the RTIF Project List. Another five (5) percent is paid directly to SJCOG on a quarterly basis to fund transit improvements on the RTIF Project List. Fund 237 was set up to account for this 15 percent of collected revenue to be passed on to SJCOG.

b. Amount of Fee: The amount of the fee is 15 percent of all fees collected under the RTIF Program (See Funds 2340 and 2360).

2. Fund Information – RTIF SJCOG 15%

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2021	\$ -
b.	Fees Collected	\$ 747,701
c.	Interest Earned	\$ 947
d.	Expenditures	(\$ 748,648)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2022	-

2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:

Were funds from Fund 2370 expended during the reporting period? Yes

A total of \$748,648 was expensed from Fund 2370 to pay the San Joaquin Council of Governments (SJCOG) on a quarterly basis per the RTIF Operating Agreement.

2e. Description of Transfers and Loans made from fund.

Were funds from Fund 2370 transferred or loaned during the reporting period? No

2f. Description of refunds made during reporting period.

Were funds from Fund 2370 refunded during this reporting period? No



3. Planned Projects for Fiscal Year 2022-23: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:

The Regional Transportation Impact Fee San Joaquin Council of Governments (SJCOG) Fund 2370 will not have funds appropriated to any Capital Improvement Program (CIP) Projects. Its purpose is to account for the amount that is paid to SJCOG on a quarterly basis per the RTIF operating Agreement.



Offsite Roadway Improvements Capital Facility Fee – 2380

1. Fee Information

- a. Description and History of Fee: The Offsite Roadway Improvements Fee was adopted by Lathrop City Council on May 29, 2007. The purpose of the fee is to establish a funding mechanism to pay for the offsite roadway improvements applicable to the Land Park Portion of the Central Lathrop Specific Plan (CLSP) area. The fee is collected to fund an estimated \$8.5 million of buildout improvements at six intersections (Roth Road/McKinley Avenue, Lathrop Road/5th Street, Lathrop Road/Airport Road, Louise Avenue/McKinley Avenue, Louise Avenue/Airport Road, and Yosemite Avenue/McKinley Avenue) impacted by the proposed CLSP development located east of Interstate 5. The calculations used for the CLSP offsite intersection CFFs are based on the assumptions and methodology used to calculate the West/Central Lathrop Regional Transportation CFF in the 2003 and 2005 CFF studies. The CLSP fair share of offsite intersection costs was allocated to each type of land use based on the adjusted number of afternoon peak hour trips. The cost allocated to each land use type were then divided by the number of units of development to arrive at the appropriate fee for each unit of new development.
- b. Amount of Fee: The amount of the fee varies by land use type and location.

Central Lathrop Land Use Type	Unit	July 1, 2021 to December 31, 2022	January 1, 2022 to June 30, 2022
Single Family	DU	\$ 164	\$ 164
Multi Family	DU	\$ 101	\$ 101
Retail Commercial	1,000 sf	\$ 209	\$ 209
Service/Office Commercial	1,000 sf	\$ 153	\$ 153

2. Fund Information (During Reporting Period)

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2021	\$ 56,937
b.	Fees Collected	\$ 67,186
c.	Interest Earned	\$ 330
d.	Expenditures	-
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2022	\$ 124,453

2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:

Were funds from Fund 2380 expended during the reporting period? No



2e. Description of Transfers and Loans made from fund.

Were funds from Fund 2380 transferred or loaned during the reporting period? No

2f. Description of refunds made during reporting period.

Were funds from Fund 2380 refunded during this reporting period? No

3. Planned Projects for Fiscal Year 2022-23: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:

The Offsite Roadway Improvements Fee Fund 2380 does not currently have funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2022-23. Please refer to the City's 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.



North Lathrop Transportation Capital Facility Fee – 2420

1. Fee Information

a. Description and History of Fee: The North Lathrop Transportation Fee was established in January 2011. The purpose of the North Lathrop Transportation Fee is to establish a funding mechanism to pay for the planning, design, land acquisition, administration (including construction management and program management), and construction of the interchange and frontage road improvements (including streets, intersection relocations and traffic signals). The North Lathrop Study Area boundaries include the City of Lathrop, City of Manteca, and unincorporated San Joaquin County that are impacting the Roth/I5 Interchange and associated frontages

b. Amount of Fee: The amount of the fee varies by land use type and location.

July 1, 2021 to June 30, 2022		
Land Use Type	Unit	City of Lathrop N Lathrop Transportation
CLSP Residential	DU	\$ 708.59
CLSP Commercial	1,000 sf	\$ 3,880.38
N Lathrop Area – Residential	DU	\$ 839.13
N Lathrop Area – Commercial	1,000 sf	\$ 55,506.38
Gordon Trucking – Industrial	Acre	\$ 22,143.50
LN Industrial Building	1,000 sf	\$ 1,182.40
KSC Travel Center- Highway Commercial	Acre	\$ 112,730.54
Other Lathrop Projects – Residential	DU	\$ 817.61
Highway Commercial	1,000 sf	\$ 88,573.99

July 1, 2021 to June 30, 2022		
Land Use Type	Unit	City of Manteca N Lathrop Transportation
Center Point- Light Industrial	1,000 sf	\$ 892.15
Other Manteca Projects – Light Industrial	1,000 sf	\$ 1,485.95
Retail	1,000 sf	\$ 25,218.33

July 1, 2021 to June 30, 2022		
Land Use Type	Unit	San Joaquin County N Lathrop Transportation
Intermodal facility – Light Industrial	Acre	\$ 52,395.89
Other SJ County Projects – Residential	Acre	\$ 2,510.54
Retail	Acre	\$ 92,600.09
Light Industrial	Acre	\$ 7,804.42



2. Fund Information during Reporting Period

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2021	\$ 11,400
b.	Fees Collected	-
c.	Interest Earned	\$ 37
d.	Expenditures	-
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2022	\$ 11,437

2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:

Were funds from Fund 2420 expended during the reporting period? No

2e. Description of Transfers and Loans made from fund.

Were funds from Fund 2420 transferred or loaned during the reporting period? No

2f. Description of refunds made during reporting period.

Were funds from Fund 2420 refunded during this reporting period? No

3. Planned Projects for Fiscal Year 2022-23: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:

The North Lathrop Transportation Fee Fund 2420 does not currently have funds appropriated to the Capital Improvement Program (CIP) Projects for Fiscal Year 2022-23. Please refer to the City’s 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.



Park in Lieu – 3410

1. Fee Information

a. Description and History of Fee: This fee is collected under the authority of the Quimby Act, California Government Code Section 66477, to fund the acquisition of parkland needed to support new residential development. The fee is only charged in cases where parkland is not dedicated as part of a subdivision. The locations of the projects to be funded are generally described in the “Comprehensive General Plan and Environmental Impact Report for the City of Lathrop, California, December 1991.”

b. Amount of Fee: The amount of the fee varies from project to project but is always equal to the market value of the land for which the fee is being paid in lieu. Dedication (or payment of fees) is required in an amount necessary to provide five (5) acres of parkland per 1,000 new residents. An average rate of 3.59 people per household, results in park dedication of approximately one (1) acre of land for every 55.71 dwelling units.

2. Fund Information (During Reporting Period)

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2021	\$ 340,999
b.	Fees Collected	\$ 804,551
c.	Interest Earned	\$ 2,617
d.	Expenditures	-
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2022	\$ 1,148,167

2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:

Were funds from Fund 3410 expended during the reporting period? No

2e. Description of Transfers and Loans made from fund.

Were funds from Fund 3410 transferred or loaned during the reporting period? No

2f. Description of refunds made during reporting period.

Were funds from Fund 3410 refunded during this reporting period? No



3. Planned Projects for Fiscal Year 2022-23: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:

The Park in Lieu Fee Fund 3410 currently does not have funds appropriated to the Capital Improvement Program (CIP) Project for Fiscal Year 2022-23. Please refer to the City's 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.



Water Capital Facility Fee – 5610

1. Fee Information

a. Description and History of Fee: The Water Capital Facility Fee is collected to fund improvements to water facilities in support of new development as well as to upgrade and maintain the City's existing system. A water component, based on the city's planned development, was not added to the Capital Facility Fee Program until the 1994 update as the City's updated General Plan was not yet complete. The 1994 study, added a fee based on land usage and type appropriate for the City's future growth to fund and maintain new and existing water facilities. The Capital Facility Fee Program was updated in 2003 to reflect the direction in which the city was headed (and reevaluated in 2005 to show the impacts of inflation). The 2003 and 2005 studies identified facilities to accommodate for growth west of Interstate 5 as well as growth and improvements in Historic Lathrop.

At the present time, Lathrop obtains water supplies from the underlying groundwater basin using five active wells. Along with the five wells, the City's existing water system includes four above ground storage tanks, four booster pump stations, and over 77 miles of distribution pipelines.

Four separate water system Capital Facility Fees have been set up to address the current underground water supply.

- ✓ An updated water system CFF for East Lathrop based on a system buy-in approach since the water system in that area is largely built out;
- ✓ An incremental cost for West/Central Lathrop to reflect the cost of adding arsenic treatment to groundwater wells and for a portion of the cost of a standby well to provide additional water system reliability for the entire City;
- ✓ An incremental cost CFF for the Mossdale Landings developments associated with the cost of a 1.0 MG storage reservoir;
- ✓ A reimbursement CFF for the Crossroads area.

On August 3, 2015 City Council approved entitlements for the South Lathrop Specific Plan (SLSP) area. The entitlements required an update to the CFF program to establish fees to fund the improvements for the SLSP area. The SLSP CFF Study "Nexus Study" adopted on March 12, 2018 identified approximately \$3.3 million to construct the water system facilities. SLSP's fair share of the cost is 30% and the remainder of the \$3.3 million cost would be funded by other developments that will benefit from this facility. The Water Capital Facility Fee was reevaluated May 3, 2018. The studies included adjusting the previous Capital Facility Fee to reflect the effects of inflation.

In October 2019 the SLSP and the Lathrop Gateway Business Park Specific Plan (LGBPSP) CFF study provided an update to the CFF program for the SLSP area and established a fee program for the LGBPSP area. The LGBPSP CFF Study identified approximately \$12.8 million storm drainage facilities improvements. In May 2020, the CFF program was updated based on actual facility construction cost for SLSP and LGBPSP.



b. Amount of Fee: The amount of the fee varies by meter size and location. The current fees are as follows:

July 1, 2021 to December 31, 2021						
Meter Size	East Lathrop	Crossroads	North Harlan	Mossdale Village/Landing – Central Lathrop, SLSP-Non SLCC & Stewart Tract	Mossdale Landing (Storage)	SLSP-Non SLCC & Gateway (Buy-In)
5/8	\$ 1,316	\$ 1,488	\$ 1,237	\$ 808	\$ 957	\$ 1,316
1 FS	\$ 1,316	N/A	\$ 1,237	\$ 808	\$ 957	\$ 1,316
¾	\$ 1,975	\$ 2,233	\$ 1,855	\$ 1,212	\$ 1,436	\$ 1,975
1	\$ 3,291	\$ 3,721	\$ 3,092	\$ 2,022	\$ 2,393	\$ 3,291
1 ½	\$ 6,581	\$ 7,441	\$ 6,186	\$ 4,043	\$ 4,785	\$ 6,581
2	\$ 10,530	\$ 11,905	\$ 9,897	\$ 6,469	\$ 7,658	\$10,530
3	\$ 19,745	\$ 22,323	\$ 18,556	\$ 12,130	\$ 14,358	\$19,745
4	\$ 32,907	\$ 37,205	\$ 30,927	\$ 20,218	\$ 23,930	\$32,907
6	\$ 65,814	\$ 74,410	\$ 61,853	\$ 40,435	\$ 47,859	\$65,814
8	\$ 105,303	\$ 119,056	\$ 98,964	\$ 64,698	\$ 76,574	\$105,303
10	\$ 190,862	\$ 215,788	\$ 179,373	\$ 117,264	\$ 138,791	\$190,862

January 1, 2022 to June 30, 2022						
Meter Size	East Lathrop	Crossroads	North Harlan	Mossdale Village/Landing, Central Lathrop, Stewart Tract, SLSP-Non SLCC & Gateway	Mossdale Landing (Storage)	SLSP-Non SLCC & Gateway (Buy-In)
5/8	\$ 1,413	\$ 1,598	\$ 1,328	\$ 868	\$ 1,028	\$ 1,413
1 FS	\$ 1,413	N/A	\$ 1,328	\$ 868	\$ 1,028	\$ 1,413
¾	\$ 2,120	\$ 4,743	\$ 1,992	\$ 1,302	\$ 1,542	\$ 2,120
1	\$ 3,533	\$ 3,995	\$ 3,320	\$ 2,171	\$ 2,570	\$ 3,533
1 ½	\$ 7,066	\$ 7,989	\$ 6,641	\$ 4,341	\$ 5,138	\$ 7,066
2	\$ 11,305	\$ 12,781	\$ 10,626	\$ 6,946	\$ 8,222	\$ 11,305
3	\$ 21,198	\$ 23,966	\$ 19,922	\$ 13,023	\$ 15,415	\$ 21,198
4	\$ 35,330	\$ 39,943	\$ 33,204	\$ 21,706	\$ 25,692	\$ 35,330
6	\$ 70,660	\$ 79,888	\$ 66,406	\$ 43,412	\$ 51,382	\$ 70,660
8	\$ 113,055	\$ 127,820	\$ 106,250	\$ 69,461	\$ 82,212	\$ 113,055
10	\$ 204,913	\$ 231,674	\$ 192,578	\$ 125,896	\$ 149,008	\$ 204,913



The amount of the fee rates in the SLSP development area are per 1,000 square feet of building space. The current fees are as follows:

<u>South Lathrop Specific Plan Land Use Type (Storage)</u>	<u>Unit</u>	<u>July 1, 2021 to Dec. 31, 2021</u>	<u>Jan. 1, 2022 to June 30, 2022</u>
Office Commercial	1,000 sqft	\$ 1,055	\$1,133
Limited Warehouse	1,000 sqft	\$ 499	\$ 535
Warehouse	1,000 sqft	\$ 142	\$ 152

The amount of the fee rates in the SLSP – Non SLCC development area are per Acre. The current fees are as follows:

<u>South Lathrop Specific Plan Land Use Type (Water-Line)</u>	<u>Unit</u>	<u>July 1, 2021 to Dec. 31, 2021</u>	<u>Jan. 1, 2022 to June 30, 2022</u>
Office Commercial	Acre	\$10,205	\$10,956
Limited Warehouse	Acre	\$10,205	\$10,956
Warehouse	Acre	\$10,205	\$10,956

The amount of the fee rates in the Lathrop Gateway Business Park development area. The current fees are as follows:

<u>Lathrop Gateway Business Park</u>	<u>July 1, 2021 to December 31, 2021</u>		
<u>Land Use Type</u>	<u>Water System Storage (Per 1,000 sf.)</u>	<u>Water Line Water Loop (Acre)</u>	<u>Water Line Non-Water Loop (Linear Foot)</u>
Shopping Center	\$ 605	\$6,014	\$163.01
Office Park	\$ 571	\$6,014	\$163.01
Industrial Park	\$ 454	\$6,014	\$163.01
Warehouse	\$ 130	\$6,014	\$163.01

<u>Lathrop Gateway Business Park</u>	<u>January 1, 2022 to June 30, 2022</u>		
<u>Land Use Type</u>	<u>Water System Storage (Per 1,000 sf.)</u>	<u>Water Line Water Loop (Acre)</u>	<u>Water Line Non-Water Loop (Linear Foot)</u>
Shopping Center	\$ 650	\$ 6,457	\$ 175.01
Office Park	\$ 614	\$ 6,457	\$ 175.01
Industrial Park	\$ 488	\$ 6,457	\$ 175.01
Warehouse	\$ 139	\$ 6,457	\$ 175.01



2. Fund Information during Reporting Period

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2021	\$ 4,173,956
b.	Fees Collected	\$ 1,438,710
c.	Interest Earned	\$ 16,327
d.	Expenditures	(\$ 73,738)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2022	\$ 5,555,255

2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:

Were funds from Fund 5610 expended during the reporting period? Yes

A total of \$73,738 was expensed from Fund 5610 to reimbursed developers for constructing public improvements.

2e. Description of Transfers and Loans made from fund.

Were funds from Fund 5610 transferred or loaned during the reporting period? No

2f. Description of refunds made during reporting period.

Were funds from Fund 5610 refunded during this reporting period? No

3. Planned Projects for Fiscal Year 2022-23: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:

The Water Capital Facility Fee Fund 5610 currently does not have funds appropriated to the Capital Improvement Program (CIP) Project for Fiscal Year 2022-23. Please refer to the City’s 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.



Surface Water Capital Facility Fee – 5640

1. Fee Information

a. Description and History of Fee: The Surface Water Supply Capital Facility Fee is collected to fund The City of Lathrop’s proportionate share of costs related to the South County Surface Water Supply Project (SCSWSP) with the South San Joaquin Irrigation District (SSJID).

The South County Surface Water Supply Project is a joint project between the Cities of Lathrop, Manteca, Escalon and Tracy that built a water treatment facility (the Nick C. DeGroot Treatment Facility), a pipeline to transport raw water from the Woodward Reservoir to the treatment facility and additional pipelines to transport the treated water to the participating cities.

Prior to the SCSWSP the city obtained all of its water supplies from the underlying groundwater basin using wells. With new development and recognizing the limitations of the groundwater resources the SCSWSP was needed. The City issued COPs in 2000 to help pay for the planning, engineering, and design costs associated with the project. Additionally, revenue bonds were issued in 2003 with a par value of \$32,530,000 to fund construction costs for the city’s capacity.

On August 3, 2015 City Council approved entitlements for the South Lathrop Specific Plan (SLSP) area. The entitlements required an update to the CFF program to establish fees to fund the improvements for the SLSP area. The SLSP CFF Study “Nexus Study” adopted on March 12, 2018 identified that the SLSP is also subject to the Surface Water Impact fee. The Surface Water Capital Facility Fee was reevaluated May 3, 2018. The studies included adjusting the previous Capital Facility Fee to reflect the effects of inflation.

b. Amount of Fee: The amount of the fee varies by land use type and location.

July 1, 2021 to December 31, 2021			
Meter Size	East Lathrop, North Harlan, Crossroads & SLSP- SLCC	Central Lathrop	Mossdale Village, SLSP – Non SLCC & Gateway
5/8	\$ 2,997	\$ 5,740	\$ 4,236
1” FS	\$ 2,997	\$ 5,740	\$ 4,236
¾	\$ 4,496	\$ 8,610	\$ 6,354
1	\$ 7,494	\$ 14,350	\$ 10,590
1 ½	\$ 14,987	\$ 28,700	\$ 21,180
2	\$ 23,980	\$ 45,920	\$ 33,888
3	\$ 44,962	\$ 86,100	\$ 63,540
4	\$ 74,937	\$ 143,500	\$ 105,900
6	\$ 149,874	\$ 287,000	\$ 211,800
8	\$ 239,798	\$ 459,200	\$ 338,880
10	\$ 434,635	\$ 832,300	\$ 614,220



January 1, 2022 to June 30, 2022			
Meter Size	East Lathrop, North Harlan, Crossroads, & SLSP - SLCC	Central Lathrop	Mossdale Village, SLSP – Non SLCC & Gateway
5/8	\$ 3,162	\$ 5,813	\$ 4,289
1" FS	\$ 3,162	\$ 5,813	\$ 4,289
3/4	\$ 4,743	\$ 8,720	\$ 6,434
1	\$ 7,905	\$ 14,533	\$ 10,723
1 1/2	\$ 15,810	\$ 29,065	\$ 21,445
2	\$ 25,295	\$ 46,504	\$ 34,312
3	\$ 47,429	\$ 87,195	\$ 64,335
4	\$ 79,048	\$ 145,325	\$ 107,225
6	\$ 158,095	\$ 290,650	\$ 214,450
8	\$ 252,952	\$ 465,040	\$ 343,120
10	\$ 458,476	\$ 842,885	\$ 621,905

2. Fund Information during Reporting Period

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2021	\$1,229,670
b.	Fees Collected	\$2,713,157
c.	Interest Earned	\$ 5,954
d.	Expenditures	(\$1,366,056)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2022	\$2,582,725

2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:

Were funds from Fund 5640 expended during the reporting period? Yes

A total of \$1,366,056 was expensed from Fund 5640 to reimbursed developers for constructing public improvements.

2e. Description of Transfers and Loans made from fund.

Were funds from Fund 5640 transferred or loaned during the reporting period? No

2f. Description of refunds made during reporting period.



Were funds from Fund 5640 refunded during this reporting period? No

3. Planned Projects for Fiscal Year 2022-2023: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:

The Surface Water Supply Fund Fee 5640 does not currently have funds appropriated to any Capital Improvement Program (CIP) Projects. The fund pays for the costs related to the South County Surface Water Supply Program Project.



Sewer Capital Facility Fee – 6030

1. Fee Information

a. Description and History of Fee: The Sewer Capital Facilities Fees, adopted in 1993, are collected in order to fund new sewer facilities to accommodate new development as well as to provide improvements to the city's existing facilities. The Crossroads fee is an exception in that it is collected to reimburse the developer for infrastructure that was built with the original project. Lathrop's existing facilities consist of: 14.7% capacity of the Manteca Water Quality Control Facility to service the Historic Lathrop area, and the Consolidated Treatment Facility (CTF) to service development west of Interstate 5 and for businesses located within the Crossroads development area. The CTF represents a consolidation of the two previous Lathrop treatment facilities, the Membrane Biological Reactor (MBR) Treatment Facility and the Water Recycling Plant (WRP1). An update to the Sewer Capital Facilities Fee was implemented in 2003 and again in 2005 to show the effects of inflation.

The city plans to expand the capacity of the existing CTF plant to accommodate for future growth in the Mossdale Landing and River Islands areas and for Richland Communities development.

On August 3, 2015 City Council approved entitlements for the South Lathrop Specific Plan (SLSP) area. The entitlements required an update to the CFF program to establish fees to fund the improvements for the SLSP area. The SLSP CFF Study "Nexus Study" adopted on March 12, 2018 identified that the SLSP is also subject to the Sewer Capital Facility Fee. The fee was reevaluated in January 23, 2019 CFF update and was updated to reflect the effects of inflation. In addition, the CLSP Sewer/Recycled Water Facilities CFF was added to the CFF program.

In October 2019 the SLSP and the Lathrop Gateway Business Park Specific Plan (LGBPSP) CFF study provided an update to the CFF program for the SLSP area and established a fee program for the LGBPSP area. The LGBPSP CFF Study identified approximately \$12.8 million storm drainage facilities improvements. In May 2020, the CFF program was updated based on actual facility construction cost for SLSP and LGBPSP.

In February 2020, the Sewer Reimbursement CFF Study established a fee program for the construction of oversized sewer facilities including future construction of sewer facilities within the City.



b. Amount of Fee: The amount of the fee varies by land use type and location.

July 1, 2021 to December 31, 2021				
Meter Size	East Lathrop & North Harlan	Crossroads	Mossdale Village/Landing, Central Lathrop, Stewart Tract, SLSP & Gateway (Recycled Water Outfall)	Mossdale Village/Landing, SLSP-Non SLCC & Gateway (Sewer Collect/ Recycle Water Dist. System)
5/8	\$ 5,921		\$ 49	\$ 1,158
1" FS	\$ 5,921		\$ 49	\$ 1,158
3/4	\$ 8,882		\$ 74	\$ 1,736
1	\$ 14,803		\$ 122	\$ 2,893
1 ½	\$ 29,605		\$ 243	\$ 5,785
2	\$ 47,368		\$ 388	\$ 9,256
3	\$ 88,816		\$ 730	\$ 17,356
4	\$ 148,026		\$ 1,217	\$ 28,925
6	\$ 296,053		\$ 2,433	\$ 57,851
8	\$ 473,685		\$ 3,893	\$ 92,561
10	\$ 858,553		\$ 7,055	\$167,768
ISU	\$ 9,052			
GPD		\$43.78		

January 1, 2022 to June 30, 2022				
Meter Size	East Lathrop & North Harlan	Crossroads	Mossdale Village/Landing, Central Lathrop, Stewart Tract, SLSP & Gateway (Recycled Water Outfall)	Mossdale Village/Landing, SLSP-Non SLCC & Gateway (Sewer Collect/ Recycle Water Dist. System)
5/8	\$ 6,357		\$ 52	\$ 1,243
1" FS	\$ 6,357		\$ 52	\$ 1,243
3/4	\$ 9,535		\$ 79	\$ 1,863
1	\$ 15,892		\$ 131	\$ 3,106
1 ½	\$ 31,785		\$ 261	\$ 6,211
2	\$ 50,856		\$ 417	\$ 9,937
3	\$ 95,354		\$ 784	\$ 18,634
4	\$ 158,924		\$ 1,307	\$ 31,055
6	\$ 317,847		\$ 2,612	\$ 62,110
8	\$ 508,556		\$ 4,179	\$ 99,375
10	\$ 921,758		\$ 7,575	\$ 180,119
ISU	\$ 9,719			
GPD		\$47.00		



<u>Central Lathrop Land Use Type</u>	<u>Unit</u>	<u>July 1, 2021 to Dec. 31, 2021</u>	<u>Jan. 1, 2022 to June 30, 2022</u>
Single Family - Residential	DU	\$ 2,766	\$ 2,969
Multi-Family - Residential	DU	\$ 2,351	\$ 2,524
Commercial	1,000 sf.	\$ 625	\$ 671
Industrial	1,000 sf.	\$ 625	\$ 671

<u>South Lathrop Specific Plan – SLSP Non SLCC Land Use Type</u>	<u>Unit</u>	<u>July 1, 2021 to Dec. 31, 2021</u>	<u>Jan. 1, 2022 to June 30, 2022</u>
Office Commercial	Acre	\$20,832	\$ 22,366
Limited Industrial	Acre	\$20,832	\$ 22,366
Warehouse	Acre	\$20,832	\$ 22,366

<u>Lathrop Gateway Business Park Land Use Type</u>	<u>Unit</u>	<u>July 1, 2021 to Dec. 31, 2021</u>	<u>Jan. 1, 2022 to June 30, 2022</u>
Shopping Center	1,000 sf.	\$ 746	\$ 801
Office Park	1,000 sf.	\$ 655	\$ 703
Industrial Park	1,000 sf.	\$ 313	\$ 337
Warehouse	1,000 sf.	\$ 313	\$ 337

3. Fund Information during Reporting Period

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2021	\$ 4,182,827
b.	Fees Collected	\$ 6,393,717
c.	Interest Earned	\$ 22,458
d.	Expenditures	(\$ 40,529)
e.	Transfers Out	(\$ 786,310)
f.	Refunds	-
g.	Prior Year Adjustments	-
h.	Ending Fund Balance as of June 30, 2022	\$ 9,772,164



2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:

Were funds from Fund 6030 expended during the reporting period? Yes

A total of \$40,529 was expensed from Fund 6030 to reimburse developers for constructing public improvements.

2e. Description of Transfers and Loans made from fund.

Were funds from Fund 6030 transferred or loaned during the reporting period? Yes

A total of \$786,310 was transferred from Fund 6030 to cover the following projects;

- \$1,200,000 for the Consolidated Treatment Facility Phase 3 Project WW 22-38
- (\$414,740) for the portion of the Consolidated Treatment Facility Phase II Project, WW 14-14
- \$1,050 for indirect costs

2f. Description of refunds made during reporting period.

Were funds from Fund 6030 refunded during this reporting period? No

3. Planned Projects for Fiscal Year 2022-23: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:

The Sewer Capital Facility Fee Fund 6030 currently has no funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2022-23. Please refer to the City's 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.

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ITEM: **OUT-OF-STATE TRAVEL APPROVAL FOR CITY STAFF TO PARTICIPATE IN THE ICSC CONFERENCE IN MAY 2023**

RECOMMENDATION: **Adopt a Resolution Authorizing Out-of-State Travel for Two City Staff Members to Attend and Represent the City of Lathrop at the Innovating Commerce Serving Communities (ICSC) 2023 Conference in Las Vegas, Nevada from May 21, 2023 to May 23, 2023**

CEQA STATUS: **Staff has determined that this is not a Project as defined in Section 15378 of the CEQA Guidelines.**

SUMMARY:

In an effort to market the City of Lathrop to new job generating businesses and retail establishments that complement the needs and desires of its residents, the Economic Development Administrator and Assistant Community Development Director request approval to travel out-of-state to attend the annual Innovating Commerce Serving Communities, formerly known as International Council of Shopping Centers (ICSC), conference to be held in Las Vegas, Nevada on May 21, 2023 to May 23, 2023. ICSC 2023 is focused on the attraction of retail establishments and shopping center developers.

BACKGROUND:

The Economic Development Administrator was hired in February 2019 to carry out economic development activities, including marketing the city for attraction of commercial businesses, retail businesses, services and other vital outlets for the success of our community.

On April 11, 2022, City Council approved Resolution No. 22-5039 authorizing out-of-state travel and participation for the Economic Development Administrator and Principal Planner at the ICSC 2022 conference in Las Vegas, Nevada.

ICSC conferences are held each year to allow networking and deal making opportunities related to the retail industry. Staff schedules meetings with prospective decision makers thereby allowing an opportunity to showcase the City of Lathrop as a potential location for new business. Traditionally, city staff has participated in the western "Deal Making Show" in Monterey, the "Western Regional Conference" in San Diego, and the larger international "RECON" show in Las Vegas. Attendance at the Monterey show is approximately 300 – 500 people, 600 people at the San Diego show and more than 40,000 people at the Las Vegas show including

key decision makers, site selection consultants, developers, company representatives, and retailers.

Attendance of two city staff members is being requested. Expenses for this out-of-state travel request include event registration, airfare, transportation, hotel, food, and participation in the Team California exhibit booth. ATTACHMENT "B" includes additional ICSC 2023 Conference and Team California Exhibit Booth Information.

REASON FOR RECOMMENDATION:

Staff requests that the City Council adopt the proposed resolution authorizing Out-of-State Travel for two city staff members to participate in the ICSC 2023 conference being held in Las Vegas Nevada from May 21, 2023 to May 23, 2023 for the purpose of marketing, outreach, and business attraction.

FISCAL IMPACT:

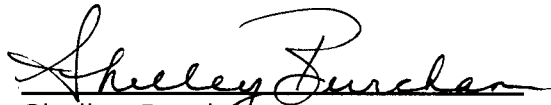
The total cost for the ICSC conference is estimated to be \$6,336. All expenses relating to this conference are within the City Manager Department's Economic Development Division FY 2022-2023 budget as approved by City Council.

ATTACHMENTS:

- A. A Resolution of the City Council of the City of Lathrop to Authorize Out-of-State Travel for Two City Staff Members to Attend and Represent the City of Lathrop at the Innovating Commerce Serving Communities 2023 Conference in Las Vegas, Nevada from May 21, 2023 to May 23, 2023
- B. ICSC 2023 Las Vegas Conference and Team California Exhibit Booth Information

**CITY MANAGER'S REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
OUT-OF-STATE TRAVEL FOR CITY STAFF**


APPROVALS:



Shelley Burcham
Economic Development Administrator

1-26-2023

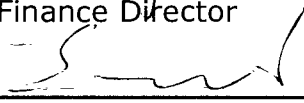
Date



Cari James
Finance Director

1/26/23

Date



Salvador Navarrete
City Attorney

1-24-2023

Date



Stephen J. Salvatore
City Manager

2-3-23

Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AUTHORIZE OUT-OF-STATE TRAVEL FOR TWO CITY STAFF TO ATTEND AND REPRESENT THE CITY OF LATHROP AT THE INTERNATIONAL COUNCIL OF SHOPPING CENTERS (ICSC) 2023 CONFERENCE IN LAS VEGAS, NEVADA FROM MAY 21, 2022 TO MAY 23, 2022

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

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

WHEREAS, funding identified for marketing event has been considered and approved within the FY 2022-2023 budget.

THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, authorizes out-of-state travel for the Economic Development Administrator and Assistant Community Development Director to attend and represent the City of Lathrop at the International Council of Shopping Centers 2023 Conference in Las Vegas, Nevada from May 21, 2022 to May 23, 2022.

The foregoing resolution was passed and adopted this 13th day of February 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

SONNY DHALIWAL, MAYOR

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



ICSC LAS VEGAS is our premier event and takes place annually in May. It is a two- to three-day gathering of dealmakers and industry experts, who are driving innovation and evolution in the Marketplaces Industry.

Registration Fees*

Register at the Advance Rate (ends at 11:59 pm EST on February 20, 2023)

Member • **\$795**

Non-Member • **\$1,800**

Retailer Member • **\$0**

Student Member • **\$50**

Booth Participation Cost:

Members: **\$2,000** Nonmembers: \$4,500

Private Reception Sponsorship and Cost:

Members: \$1000 Nonmembers: \$2000

*We are planning a fun reception - we now have a buzz going about our ICSC after hour events, **join us!***

Contact robin@teamca.org in order to participate!

Deadline for Artwork - May 12, 2022

TeamCalifornia

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ITEM 4.6

CITY MANAGER'S REPORT FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING

ITEM: GIS SOFTWARE AND ENTERPRISE LICENSE AGREEMENT

RECOMMENDATION: Adopt a Resolution Approving a 3-Year Term Enterprise License Agreement with Environmental Systems Research Institute, Inc. for the Geographic Information System (GIS)

CEQA STATUS: Not a Project as defined in Section 15378 of the California Environmental Quality Act (CEQA) Guidelines

SUMMARY:

In 2011, the City entered into an agreement with Stantec to provide Integration support for the City's Geographic Information Systems (GIS) using the GIS software package from Environmental Systems Research Institute, Inc. (ESRI). The GIS software supports the water, wastewater, recycled water, and storm drainage utilities. The GIS software is required for regulatory compliance and for effective management of the utilities.

ESRI is the sole source provider of the ArcGIS software that includes functionalities that other competitive packages do not offer. The enterprise agreement with ESRI GIS expires on March 27, 2023 and it is necessary for the City to renew the software license to ensure continued functionality of the City's GIS system.

Staff requests City Council approve a 3-year software license for \$82,500 with ESRI for the GIS. Sufficient funds have been budgeted in the Information Systems subscriptions account 1010-17-20-435-10-00.

BACKGROUND:

On March 21, 2011, the City Council approved a contract with Stantec to provide Integration support services to update the City's GIS system using the ESRI GIS software. The ESRI GIS software allows the City to continue the development and updates of the GIS database and web-viewer.

ESRI is the sole source provider of the ArcGIS software that includes functionalities that other competitive packages do not offer. The enterprise agreement with ESRI GIS expires on March 27, 2023 and it is necessary for the City to renew the software license to ensure continued functionality of the City's GIS system.

CITY MANAGER'S REPORT **PAGE 2**
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
APPROVE THREE-YEAR TERM ENTERPRISE LICENSE AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. FOR THE GEOGRAPHIC INFORMATION SYSTEM (GIS)

The City has invested resources into the development of the GIS with the software from ESRI and it would not be cost effective to move to another software platform, furthermore, GIS from ESRI is an industry standard software with functionalities that other competitive package do not currently offer.

Staff requests Council approve a 3-year term Enterprise License Agreement with ESRI for \$82,500 to be paid from Information Systems Subscription account 1010-17-20-435-10-00.

REASON FOR RECOMMENDATION:

Staff recommends extending the GIS software license to ensure the City continues to meet regulatory requirements for the potable water, storm drainage, wastewater, and recycled water systems and for effective management of the utilities.

CEQA STATUS:

Not a project as defined in Section 15378 of the State CEQA guidelines.

FISCAL IMPACT:

The cost for the 3-year ESRI GIS software license is \$82,500 (\$27,500 per year). Sufficient funds have been allocated for this agreement in the Information Systems account 1010-17-20-435-10-00; therefore, no budget amendment is requested at this time.

ATTACHMENTS:

- A. Resolution Approving a 3 Year Enterprise License Agreement with Environmental Systems Research Institute, Inc. (ESRI) for the Geographic Information System (GIS)
- B. ESRI – ArcGIS Software Small Utility Enterprise License agreement

CITY MANAGER'S REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
APPROVE THREE-YEAR TERM ENTERPRISE LICENSE AGREEMENT WITH
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. FOR THE
GEOGRAPHIC INFORMATION SYSTEM (GIS)

APPROVALS



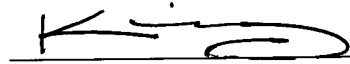
Tony Fernandes
Information Systems Director

1-31-2023
Date



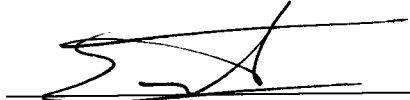
Cari James
Finance Director

2/1/2023
Date




Michael King
Assistant City Manager

2-1-2023
Date



Salvador Navarrete
City Attorney

2-1-2023
Date



Stephen J. Salvatore
City Manager

2-3-23
Date

RESOLUTION NO. 23 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A 3-YEAR TERM ENTERPRISE LICENSE AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. FOR THE GEOGRAPHIC INFORMATION SYSTEM (GIS)

WHEREAS, in 2011, the City entered into an agreement with Stantec to provide Integration support for the City's Geographic Information Systems (GIS) using the ArcGIS software package from Environmental Systems Research Institute, Inc. (ESRI)); and

WHEREAS, the GIS software supports the water, wastewater, recycled water, and storm drainage utilities. The GIS software is required for regulatory compliance and for effective management of the utilities; and

WHEREAS, ESRI is the sole source provider of the GIS software that includes functionalities that other competitive packages do not offer; and

WHEREAS, the Small Utility Enterprise License agreement with ESRI GIS expires on March 27, 2023 and it is necessary for the City to renew the software license to ensure continued functionality of the City's GIS system; and

WHEREAS, the cost for the 3-year ESRI GIS software license is \$82,500 (\$27,500 per year); and

WHEREAS, sufficient funds have been budgeted in the Information Systems subscription account 1010-17-20-435-10-00; therefore, no budget amendment is necessary; and

WHEREAS, staff requests City Council approve a 3-year software license for \$82,500 with ESRI for the GIS.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve the 3-Year Term Enterprise License Agreement with ESRI for the GIS Software License and authorize the City Manager to sign; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, the proposed agreement is not a project as defined in Section 15378 of the State CEQA Guidelines.

The foregoing resolution was passed and adopted this 13th day of February 2023, 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

**CITY OF LATHROP
AGREEMENT FOR UTILITY LICENSE SOFTWARE AND
MAINTENANCE SERVICES WITH ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.**

FOR THE ARC GEOGRAPHIC INFORMATION SYSTEM SOFTWARE

THIS AGREEMENT dated for convenience this ____ of March 2023, is by and made and entered into by and between Environmental Systems Research Institute, Inc. (“CONTRACTOR”) and the CITY OF LATHROP, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, CONTRACTOR is sole source provider of the ArcGIS software and is specially trained, experienced, and competent to continue to provide GIS maintenance services for the City’s existing ArcGIS software, with are required by this agreement; and

WHEREAS, the term of the ArcGIS software license agreement dated March 28, 2022 will expire March 27, 2023 and continued ArcGIS software and services are needed; and

WHEREAS, CONTRACTOR is willing to render such GIS software license and maintenance services for three years as set forth in Exhibit “A”, as hereinafter defined, on the following terms and conditions;

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

AGREEMENT

(1) Scope of Service.

CONTRACTOR agrees to provide GIS software license and maintenance services for three (3) years.

(2) Compensation.

CITY hereby agrees to pay CONTRACTOR a sum not to exceed \$82,500 for a three (3) year Small Municipal and County Enterprise License Agreement as set forth in Exhibit “A”.

(3) Effective Date and Term.

The effective date of this AGREEMENT is March 27, 2023 and it shall terminate no later than March 27, 2026.

(4) Terms and Conditions.

All terms and conditions set forth in Exhibit “A” are hereby incorporated as if fully set forth herein.

CITY OF LATHROP – AGREEMENT WITH ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.

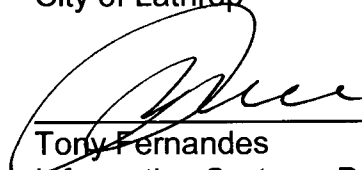
(5) **Signatures.**

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.

Approved as to Form: City of Lathrop

Salvador Navarrete Date
City Attorney

Recommended for Approval: City of Lathrop



Tony Fernandes Date
Information Systems Director 1-21-2023

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

Stephen J. Salvatore Date
City Manager

CONTRACTOR: Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100

Fed ID # 95-2775732

Signature Date

(Print Name and Title)



December 27, 2022

Mr. Tony Fernandes
City of Lathrop
390 Towne Center Dr
Lathrop, CA 95330

Dear Tony,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jay Hoffman



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-475501

Date: December 27, 2022

Customer # 431667 Contract # ENTERPRISE AGREEMENT

City of Lathrop
 Utilities Dept
 390 Towne Center Dr
 Lathrop, CA 95330

ATTENTION: Tony Fernandes
 PHONE: (209) 941-7349
 EMAIL: tfernandes@ci.lathrop.ca.us

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 12/27/2022 To: 3/27/2023

Material	Qty	Term	Unit Price	Total
168177	1	Year 1 2023-2024	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 2 2024-2025	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 3 2025-2026	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	\$82,500.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$82,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jay Hoffman	Email: jhoffman@esri.com	Phone: 1-800-447-9778 x5675
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

HOFFMANJ This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-475501

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Date: December 27, 2022

Customer # 431667 Contract # ENTERPRISE AGREEMENT

City of Lathrop
Utilities Dept
390 Towne Center Dr
Lathrop, CA 95330

To expedite your order, please attach a copy of this quotation to your purchase order. Quote is valid from: 12/27/2022 To: 3/27/2023

ATTENTION: Tony Fernandes
PHONE: (209) 941-7349
EMAIL: tfernandes@ci.lathrop.ca.us

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jay Hoffman	Email: jhoffman@esri.com	Phone: 1-800-447-9778 x5675
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-1)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 50 ArcGIS Online Viewers
 50 ArcGIS Online Creators
 10,000 ArcGIS Online Service Credits
 50 ArcGIS Enterprise Creators
 2 ArcGIS Insights in ArcGIS Enterprise
 2 ArcGIS Insights in ArcGIS Online
 5 ArcGIS Tracker for ArcGIS Enterprise
 5 ArcGIS Tracker for ArcGIS Online
 2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 2 ArcGIS Utility Network User Type Extensions (Enterprise)
 2 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

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**CITY MANAGER'S REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING**

- ITEM:** **APPROVE TASK ORDER NO. 12 FOR DE NOVO PLANNING GROUP TO UPDATE THE CITY'S GENERAL PLAN HOUSING ELEMENT FOR THE 6th CYCLE (2023-2031)**
- RECOMMENDATION:** **Adopt a Resolution Approving Task Order No. 12 with De Novo Planning Group to Update the City's General Plan Housing Element for the 6th Cycle (2023-2031)**
- CEQA STATUS:** **Not a Project as Defined in Article 20, § 15378 of the California Environmental Quality Act (CEQA) Guidelines.**
-

SUMMARY:

The City's current Housing Element was adopted by the City Council on December 9, 2019 to address the 5th Cycle (2014-2023) Regional Housing Needs Allocation (RHNA). Given that we are entering the final year of the 5th Cycle, the City is now required to update the General Plan Housing Element for the 6th Cycle (2023-2031) RHNA, which must be approved by the State Housing and Community Development Department prior to the end of this year, December 31, 2023.

Due to the complexities of the State's Housing Element laws, and the time consuming preparation, review, and processing of the Housing Element Update with the State HCD, there is a need for subject matter experts to prepare and manage the update. For these reasons, Staff is requesting approval of Task Order No. 12 for De Novo Planning Group to prepare the City's Housing Element for the 6th Cycle (2023-2031).

Staff has reviewed the Scope of Work and finds it to be appropriate, and requests the City Council approve Task Order No. 12.

BACKGROUND:

The Housing Element is one of the seven mandated elements of the general plan. State law requires the housing element to address the existing and projected housing needs of all economic segments of the community. The law acknowledges that, in order for the private market to adequately address housing needs and demand, local governments must adopt land use plans and regulatory systems that provide opportunities for, and do not unduly constrain, housing development. As a result, housing policy in the state rests largely upon the effective implementation of local general plans and, in particular, local housing elements.

**CITY MANAGERS REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
DE NOVO PLANNING GROUP TASK ORDER NO. 12**

Consistent with State law, the purpose of the Housing Element is to identify the community's housing needs; to state the community's goals and objectives with regard to housing production, rehabilitation, and conservation to meet those needs; and to define the policies and programs that will be implemented to achieve the stated goals and objectives.

State law requires that the City accommodate its "fair share" of regional housing needs, which are assigned by the San Joaquin Council of Governments (SJCOG) for all jurisdictions in the County. SJCOG established the Regional Housing Needs Plan (RHNP) for each city and unincorporated county to assign its share of the regional housing need based on population growth and projections. Beyond these income-based housing needs, the Housing Element must also address special needs groups; such as seniors, persons with disabilities including developmental disabilities, single female parents, large families, farm workers, and homeless persons.

The City's current Housing Element was adopted in 2019 to address the (2014-2023) Regional Housing Needs Allocation (RHNA). The City is now required to update the Housing Element for the 6th Cycle (2023-2031) to address the latest RHNA.

ANALYSIS:

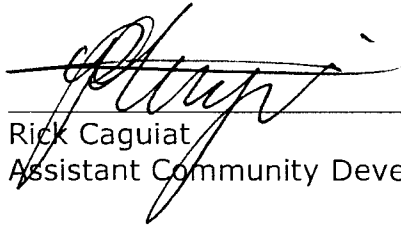
The Housing Element Update will be developed to meet the City's needs and priorities and to address the requirements of State law, including recent changes regarding the analysis of sites and zoning-related requirements for housing entitlements. De Novo's Scope of Work includes all tasks necessary to prepare the Update and process it through HCD and includes a Community Engagement component to assist the City in meeting State requirements for public participation.

De Novo will review and evaluate the current Housing Element, General Plan, annual progress reports, and other supporting materials and will review the City's implementation of the current Housing Element, including progress made on the goals, policies, and programs in the current Housing Element, and the City's progress toward the 5th cycle RHNA. Based on the effectiveness of the existing document, input from public, and City staff, De Novo will identify successful policies and programs that should be retained as well as those that should be revised or replaced with this update of the City's Housing Element.

REASON FOR RECOMMENDATION:

On August 3, 2015, the City Council approved a Master Agreement with De Novo Planning Group for environmental and planning related services. This Master Agreement allows work to be added to the Master agreement with Task Orders approved by Council when necessary. The term of the Master Agreement is valid throughout the completion of Task Order No. 12, and is automatically renewed on July 1st of each year unless the City cancels the agreement.

APPROVALS:



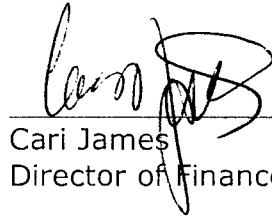
Rick Caguiat
Assistant Community Development Director

1-30-2023
Date



Mark Meissner
Community Development Director

1-30-2023
Date



Cari James
Director of Finance

1/30/2023
Date



Salvador Navarrete
City Attorney

1.31-2023
Date



Stephen J. Salvatore
City Manager

2-3-23
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDER NO. 12 FOR DE NOVO PLANNING GROUP TO UPDATE THE CITY'S GENERAL PLAN HOUSING ELEMENT FOR THE 6th CYCLE (2023-2031)

WHEREAS, the City is required to update the General Plan Housing Element for the 6th Cycle (2023-2031) in compliance with state law; and

WHEREAS, due to the complexities of the State's Housing Element laws, and the time consuming preparation, review, and processing of the Housing Element Update, there is a need for subject matter experts to prepare and manage this task; and

WHEREAS, De Novo Planning Group has prepared and submitted a Scope of Work that includes all tasks necessary to prepare the update and process it through the State Housing and Community Development Department (HCD) and includes a Community Engagement component to assist the City in meeting State requirements for public participation; and

WHEREAS, on August 3, 2015, the City of Lathrop entered into a Master Agreement with De Novo Planning Group to provide professional urban planning services to the City; and

WHEREAS, pursuant to the Master Agreement, the City can add additional work with Task Orders approved by the City Council when necessary; and

WHEREAS, Task Order No. 12 will be fully funded by grants (SB-2 and Local Early Action Planning Grants) that were applied for and awarded to the City to promote the development of housing; and

WHEREAS, the proposed (not to exceed) contract amount to prepare the 6th Cycle Housing Element Update is \$112,290.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Task Order No. 12 with De Novo Planning Group to update the City's General Plan Housing Element for the 6th Cycle (2023-2031).

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approves the following budget amendment transferring \$112,290 from the Intergovernmental State Fund to the Professional Services Fund (2010) as follows:

Increase Revenue	
2160-80-00-331-05-00	\$ 112,290
Increase Transfer Outs	
2160-99-00-990-90-10	\$ 112,290
Increase Transfer In	
1010-99-00-393-00-00	\$ 112,290
Increase Appropriations	
1010-20-10-420-01-00	\$ 112,290

The foregoing resolution was passed and adopted this 13th day of February 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

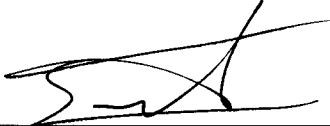
ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:



Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

**CITY OF LATHROP
TASK ORDER NO. 12 PURSUANT TO
MASTER AGREEMENT FOR CONSULTING SERVICES
DATED AUGUST 3, 2015**

**DE NOVO PLANNING GROUP TO PREPARE THE CITY OF LATHROP
6TH CYCLE (2023-2031) HOUSING ELEMENT UPDATE**

THIS TASK ORDER NO. 12, dated for convenience this ___ day of February 2023 is by and made and entered into by and between De Novo Planning Group ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on August 3, 2015, CONSULTANT entered into a Master Agreement ("AGREEMENT") with the CITY, by which the CONSULTANT has agreed to provide Professional Consulting Services for the City of Lathrop. The City Council authorized the execution of the AGREEMENT, pursuant to Resolution 15-3966; and

WHEREAS, at the request of CITY, CONSULTANT submitted the scope of work and fee estimate to prepare the City of Lathrop 6th Cycle Housing Element Update, and said fee estimate are attached hereto as Exhibit "A" and incorporated herein by reference.

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

AGREEMENT

(1) **Incorporation Of Master Agreement**

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

(2) **Scope of Service**

CONSULTANT agrees to prepare the City of Lathrop 6th Cycle Housing Element Update in accordance with the scope of work and fee proposal provided in Exhibit "A". CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY'S satisfaction.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
DE NOVO PLANNING GROUP TASK ORDER NO. 12 – PREPARE CITY OF
LATHROP 6TH CYCLE (2023-2031) HOUSING ELEMENT UPDATE

(3) **Time Of Performance**

CONSULTANT shall commence performance upon receipt of notice to proceed pursuant to section 5 and shall complete all required services by no later than December 31, 2023.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT a sum not to exceed \$112,290 for time and material, for the preparation of the City of Lathrop 6th Cycle Housing Element Update as set forth in Exhibit “A”. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 of the Master Agreement. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit “A”, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’s authorized representative prior to the commencement of the work.

(5) **Notice to Proceed**

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

(6) **Signatures**

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
DE NOVO PLANNING GROUP TASK ORDER NO. 12 – PREPARE CITY OF
LATHROP 6TH CYCLE (2023-2031) HOUSING ELEMENT UPDATE

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

1.31.2022

Date

Recommended for Approval:

City of Lathrop
Community Development Director

Mark Meissner

Date

Approved By:
Pursuant to
Resolution #

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

De Novo Planning Group
1020 Suncast Lane Suite 106
El Dorado Hills, CA 95762
Fed ID # 26-2962235
Bus License # 20512

Signature

Date

(Print Name and title)

De Novo Planning Group



A Land Use Planning, Design, and Environmental Firm

December 22, 2022, revised January 17, 2023

City of Lathrop
Mark Meissner, Community Development Director
390 Towne Centre Drive
Lathrop, CA 953630
mmeissner@ci.lathrop.ca.us

Subject: City of Lathrop Housing Element Update (6th Cycle 2023-2031)

On behalf of De Novo Planning Group, thank you for the opportunity to submit this proposal to prepare the City's 2023-2031 Housing Element Update. Based on our in-depth local experience working with Lathrop on the General Plan Update, prior Housing Elements, and environmental documentation for various projects, coupled with our extensive experience working with jurisdictions across California to prepare housing elements, we are confident that we can prepare your updated Housing Element for certification by the California Department of Housing and Community Development (HCD). We have enjoyed working with the City and community on the Lathrop General Plan Update project and are excited for this opportunity to continue our work with Lathrop!

Our team will provide the City with an energetic and dedicated group of professionals with exceptional skills and qualifications. We are 100% committed to completing this project within schedule and budget and will allocate our resources and energy in a way that will exceed your expectations. We are confident that our experience, record of success with HCD certification, and Principal-level attention to the project will prove to be extremely valuable to the City.

Looking forward to the 6th Housing Element update cycle, there are a number of factors which will inevitably influence the project. De Novo is well-versed regarding implementation of recent housing bills signed into law in 2019-2022, the 2017 Housing Package, HCD's Affirmatively Furthering Fair Housing guidance, direction provided by the Governor's Office, California Attorney General's Office, and HCD regarding Housing Elements and, more broadly, plans and programs to increase the State's housing stock. We also closely monitor pending legislation to be prepared to advise our clients on upcoming opportunities and challenges.

The team is led by Principal Beth Thompson and Principal Planner Perry Banner who will serve as Co-Project Managers. Our in-house management and technical team is composed of strategic planners who value creative problem-solving and we are ready and able to respond to whatever comes our way as we work with you to update your Housing Element. We strongly believe that our principal-level attention, availability, responsiveness, and creativity will best assist Lathrop as it evaluates its Regional Housing Needs Allocation (RHNA) and ultimately updates its Housing Element for State certification.

The De Novo Approach

Our approach is grounded in creative problem-solving, a solid quality control process, and strict adherence to the project schedule and budget.

■ ■ Creative Problem-Solving

Planners are creative problem-solvers, and we consider ourselves particularly well-suited to this part of the job. De Novo's team values research and best practices, recognizing we often work on projects with a moving target. This is especially relevant to the current state of housing elements and housing law, where politics are playing an increasingly important role in how local jurisdictions maintain control of their local planning objectives. We believe that you know your City best and local agencies are best-suited to plan for their own housing needs. We will work with you to address local issues and concerns in creative ways that maximize local input to the extent feasible while achieving state requirements.

■ ■ **Strictly Adhere to the Project Schedule and Budget**

Our project team is fully committed to bringing the project to completion and receiving state certification in accordance with all required timelines. As outlined in our project schedule, we have a ample time for all project stages including the community engagement process, coordination with HCD, and public review.

We thrive under deadlines, and we have a track record of meeting or exceeding our project schedules. Our use of Principal-level staff throughout all stages of the project allows us to work quickly, efficiently, and produce preliminary draft documents of superior quality. Our project managers take a very active and hands-on role, and we diligently manage our team and coordinate with City staff to ensure that all parties are continuously aware of pending deadlines, outstanding tasks, and draft work products that will require staff review.

We take tremendous pride in our ability to adhere to our project budgets. Our project managers are also principals and senior managers of the firm, and to this end, we have the authority to take any steps necessary to ensure that our projects remain on budget. We strongly encourage the City to call every single one of our references and specifically inquire about the extraordinary steps we take to ensure we do not modify or exceed our budgets. This regularly includes the addition of extra meetings and hearings, the inclusion of additional technical analysis, and the allocation of staff time and resources beyond the levels identified in our proposal, at no extra charge to the City.

■ ■ **Extensive Housing and Local Experience**

De Novo has extensive experience working with General Plans and Housing Elements. De Novo Planning Group has completed 21 Housing Element Updates and each element has been certified by HCD. In addition, we have 11 6th Cycle Housing Element Updates currently underway.

Our Housing Element lead, Beth Thompson, has personally managed or served as a technical advisor for over 30 Housing Element updates and has also managed Consolidated Plans, EIRs to address identification of housing sites, development of inclusionary housing ordinances, development and management of affordable housing funding programs, zoning code updates focused on streamlining housing requirements, and affordable housing market studies.

A unique attribute of our team is that our leads, Beth Thompson and Perry Banner, have significant experience working with all aspects of General Plans, Zoning Codes, and CEQA documentation and brings her thorough understanding of both long-range planning and development projects to the Housing Element Update process.

Beth is an officer with the firm, and is authorized to negotiate on the firm's behalf. The offer contained in this proposal is valid for 90 days. We trust that the enclosed information is adequate for your evaluation, but should you need anything else, please do not hesitate to contact me at (916) 812-7927 or at bthompson@denovoplanning.com. We look forward to the opportunity to work on another of the City's Housing Elements!

Sincerely,


Beth Thompson
Principal

DE NOVO APPROACH

Our proposal provides the full range of services identified for a comprehensive Housing Element Update. Our work program includes community engagement efforts to address requirements of State law. Our approach is to deliver an excellent Housing Element Update process to the City that addresses the City's goals and priorities and meets the requirements of State law. As described below, the De Novo team brings the City the following unique benefits to our technical and management approach to the Housing Element Update which make our team particularly well-qualified for the City's 6th cycle update.

■ ■ Consistent Principal Attention

We do not identify principal staff in our proposal, then hand your project out to junior staff members to complete for our review. Rather, our senior management staff that is identified in this proposal—Principal Beth Thompson—will work on every aspect of the Housing Element Update, and will be the primary author and reviewer of each document we provide to the City. Beth will be the City's day-to-day contact and will assist the City with all staff reports and noticing for the project. This senior-level attention to each detail of the project ensures a high-quality work product as well as continuity throughout the project.

■ ■ Apply Our Housing Expertise

De Novo is ready to hit the ground running with the City's Housing Element update. Our work on the Lathrop General Plan Update provides our team with a strong understanding of current conditions and issues facing Lathrop. We have significant experience working in the housing policy and pre-development realm. Our team members have experience with housing policy work, from housing elements to zoning codes to consolidated plans to affordable housing programs (e.g., inclusionary housing, ADU Handbook, affordable housing fees, etc.), as well as experience with reviewing housing development projects for compliance with General Plan and zoning requirements, as well as conducting CEQA and NEPA review for affordable and market rate housing development. The De Novo team has prepared Housing Elements throughout the State and the team members that work on the Housing Element also prepare the CEQA document.

■ ■ An Extension of City Staff

The De Novo Principals have served as contract staff members and environmental coordinators for multiple public agencies throughout California, which gives us an intimate understanding of the intricacies and inner-workings of public planning agencies. Our work program includes the preparation of staff reports, meeting and presentation materials, notices, and continuous project update reports throughout

RECENT HOUSING LAWS

- » AB 686: Affirmatively Furthering Fair Housing
- » SB 330: Housing Crisis Act (expediting and streamlining housing approvals, replacement housing obligations)
- » SB 1486, AB 1255: Surplus Land for Affordable Housing
- » SB 6: Design and Development of Sites Inventory
- » SB 1763, AB 2372: Density Bonus
- » AB 139: Emergency Shelters
- » SB 13, AB 68, AB 587, AB 670, AB 671, AB 881: ADUs and JADUs
- » AB 2162: Supportive Housing Streamlined Approval
- » SB 35: Streamlined Housing Approval Process
- » AB 678, AB 167: Housing Accountability Act
- » SB 166: Strengthen No Net Loss/Continuous Rezoning of Housing Sites
- » AB 879: Additional Constraints Analysis

the Housing Element Update process. We understand and appreciate the burdens placed on City staff during General Plan amendments, and our goal is to make the process a pleasant and rewarding experience for the City staff team.

■ ■ **Unparalleled Energy and Enthusiasm**

All of De Novo’s principals greatly enjoy our line of work, and rather than spend our time managing large and cumbersome project teams comprised of junior-level planners, we prefer to roll up our sleeves and work on our projects ourselves. As owners of the company, we take great pride in our work products, and we strive to build a strong connection with each of our clients. The greatest compliment that our clients pay us is to invite us back to provide additional services. Providing superior products and client services is a matter of tremendous pride for us, and we bring our high level of energy, creativity and enthusiasm to each project we undertake.

■ ■ **Adherence to Timeline and Budget**

Our project team is fully committed to delivering the Housing Element Update to the City Council for adoption in advance of the State’s estimated January 2023 deadline. We thrive under deadlines, and we have a track record of meeting or exceeding our project schedules. Our familiarity with Lathrop combined with use of Principal-level staff throughout all stages of the project allows us to work quickly, efficiently, and produce preliminary draft documents of superior quality. Our project managers take a very active and hands-on role, and we diligently manage our team and coordinate with City staff to ensure that all parties are continuously aware of pending deadlines, outstanding tasks, and draft work products that will require staff review.

■ ■ **Benefits of a Relatively Small Planning Firm**

All of De Novo’s principals and senior staff have served as senior project managers with larger consulting firms in California, and through this experience we have gained intimate knowledge of the operational inefficiencies of large firms and the burdens that they can cause public agencies. Larger firms tend to carry cumbersome over-head costs, which results in the need for higher hourly billing rates, frequent contract modifications, and can have high staff turnover, which causes changes in project managers midstream during a project. Because we remain relatively small we are able to offer our clients with significantly lower rates, while still providing our clients with Principal-level attention to each project.

SCOPE OF WORK

The Housing Element Update will be developed to meet the City's needs and priorities and to address the requirements of State law, including recent changes regarding the analysis of sites and zoning-related requirements for housing entitlements. This Scope of Work includes all tasks necessary to prepare the Update and process it through HCD and includes a Community Engagement component to assist the City in meeting State requirements for public participation.

TASK 1 PROJECT KICKOFF

Within one week of receipt of Notice to Proceed from the City, the De Novo team will schedule a kickoff meeting with City staff to discuss refinements to the scope of services and schedule. The schedule will address all major stages of the project, including:

- » Identification of milestones, meetings and workshops, and deliverables;
- » Public outreach approach, including timing of workshops, meetings, and hearings;
- » Delivery of findings and analysis during development of the housing needs data;
- » City staff review periods for each deliverable;
- » Opportunities to streamline HCD review;
- » Response to HCD review; and
- » Planning Commission and City Council hearings.

Deliverable:

- » Project Schedule

TASK 2 PROJECT MANAGEMENT

De Novo will facilitate regular progress meetings with City staff via conference call or Zoom to ensure that the project is on time, on budget, and that any issues are quickly resolved.

Throughout the project, De Novo will coordinate with City staff to ensure that the project remains on schedule and within budget. De Novo will regularly coordinate with staff, including via calls and emails, to communicate status of deliverables and budget, progress, and any information needed from City staff.

Deliverable:

- » Monthly email updates with a list of action items (electronic only)

TASK 3 COMMUNITY OUTREACH AND PARTICIPATION

Focused and meaningful community engagement is an important part of the Housing Element Update process. Government Code (GC) Section 65583(c)(7) requires: "The local government shall make a diligent effort to achieve public participation of all economic segments of the community in the development of the housing element..." Moreover, the topic of "housing" is one that impacts everyone that lives or works in Lathrop and the Housing Element Update must acknowledge the community's input and find creative ways to reflect the community's vision as it meets its housing obligations. To this end, we propose a strategic community engagement process in conjunction with City staff that seeks to connect with the community and provide an opportunity for all economic segments of the community to be involved in the Housing Element Update. De Novo's public outreach efforts

will reflect the deeper level of engagement, including an emphasis on including historically under-represented populations, that is required under HCD's recent Affirmatively Furthering Fair Housing requirements. The community input from the Housing Workshops and Survey will be reflected in the Administrative Draft Housing Element.

For each meeting, De Novo will prepare meeting materials, including a powerpoint presentation and any necessary exhibits, and will attend meetings prepared to address comments and questions on the Housing Element Update.

Task 3.1 Housing Workshop and On-Line Survey

De Novo will plan and provide one Housing Workshop for the public. City residents, property owners, business members, and key stakeholders will be invited to participate. The Workshop will be conducted via Zoom and the video will also be made available on the City's website so community members may participate at their convenience. The Workshop will provide an overview of State requirements for Housing Elements, meaningful City demographics, Lathrop's RHNA, and the Housing Elements contents and framework. Workshop participants will be invited to identify housing priorities and concerns, and will also be invited to take an on-line survey

The on-line survey is anticipated to include questions targeted to identify housing needs and priorities, special needs and fair housing issues. The activities will be based on our review of existing conditions, including the available sites inventory.

We anticipate that the workshop video and the survey will be hosted on the City's website for a minimum 30-day period to provide residents, stakeholders, and interested parties more than adequate time to view the presentation and go through the survey questions and activities.

The survey will be provided in both English and Spanish, to ensure that participation is accessible to a broad spectrum of the community. We will coordinate with service providers to advertise the workshop via their on-site locations and web pages to increase awareness and participation.

Task 3.2 Open House

Upon completion of the Draft Housing Element, we will present the Housing Element to the community at an Open House. The Open House can be conducted in-person, if consistent with public safety measures that are in effect at the time of the Open House, or via a virtual on-line meeting (e.g., Zoom or similar). At this time the public can provide comments on the Draft Housing Element which will be summarized and addressed in the Adoption Draft Housing Element. The City also has the option to have the Open House conducted as a workshop with the Planning Commission, to familiarize the Commission with the project and to provide for community participation.

Task 2.3 Stakeholder Survey

We will create an on-line survey that will be advertised and available concurrently with the Housing Workshops to allow stakeholders an opportunity to provide feedback on housing priorities. The survey will be posted early-on in the process and be focused on priorities and needs of special needs, disadvantaged, and at-risk populations, as well as the general needs of the community, identification of barriers or constraints to housing production or access in Lathrop, and recommended programs

or policies to address the community's specific housing needs. The survey will be designed to collect information to identify the primary housing needs of the service population(s) of the stakeholders, any known fair housing issues, and any barriers or constraints to housing development, including affordable housing.

Task 2.4 Adoption Hearings

The Adoption Draft Housing Element will address public, HCD, and decision-maker comments and will be presented to the Planning Commission and City Council for consideration and adoption. De Novo anticipates that up to three (3) public hearings will be held for review and adoption of the Housing Element.

Deliverables:

- » Draft and Final Online Survey (electronic copy)
- » Draft and Final Virtual Workshop Presentation (electronic copy)
- » Draft and Final Open House Presentation (electronic copy)
- » Draft and Final Stakeholder Survey (electronic copy)
- » Interview summary memo (electronic copy)
- » Draft and Final Study Session Presentation (electronic copy)

TASK 4 HOUSING ELEMENT

De Novo is committed to providing the City with a useful and understandable Housing Element Update that embodies the goals and priorities of the City and is consistent with State requirements (GC Section 65583[a]).

Task 4.1 Administrative Draft Housing Element

Preparation of the Administrative Draft Housing Element will include the following sections.

Introduction

The Housing Element will include an introductory chapter that provides an overview of the Housing Element update process, housing issues facing the City, the City's housing needs, available sites and resources, and the goals of the Housing Element.

Effectiveness of Current Housing Element

De Novo will review and evaluate the current Housing Element, General Plan, annual progress reports, and other supporting materials and will review the City's implementation of the current Housing Element, including progress made on the goals, policies, and programs in the current Housing Element, and the City's progress toward the 5th cycle RHNA. Based on the effectiveness of the existing document, input from public, and communication with City staff, we will identify successful policies and programs that should be retained as well as those that should be revised or replaced. This section will include a narrative that discusses the: (1) actual results of the current Element compared to its goals, policies, and implementation measures; (2) significant differences between objectives and actual achievements, and (3) recommended revisions to the current Housing Element goals, policies, and programs.

Assessment of Housing Needs

To prepare a meaningful Housing Element, existing conditions must be understood and documented. De Novo will assess the housing needs of the City's population based on its demographic characteristics and its existing housing inventory. The needs assessment will meet the requirements of GC Section 65583(a)(1,2,7) and will be based on recent available data, including data developed by the San Joaquin Council of Governments, US Census (2010 data, 2020 data if available, and 2018/2019 American Community Survey data), California Department of Finance estimates, Employment Development Department data, Department of Developmental Services data, and Point in Time reports. This work effort will address the following:

- » Population, household, and employment characteristics and trends
- » Income characteristics
- » Special needs groups
- » Housing stock characteristics and housing conditions
- » Comparison of affordability of housing to City income levels
- » Assisted housing projects at-risk of conversion to market-rate
- » Quantified housing needs, including the City's regional housing needs allocation and existing and projected needs for each special needs group

Fair Housing Assessment

This is a new requirement since the City's adoption of the 5th Cycle element. This section will be based on the HCD's recent Affirmatively Furthering Fair Housing Guidance Memo and the State's Housing Data Viewer to identify demographic, socioeconomic, and other housing-related characteristics. The Fair Housing Assessment will include:

- » A summary of fair housing issues in Lathrop and an assessment of the City's fair housing enforcement and fair housing outreach capacity
- » An analysis of available federal, state, and local data and knowledge to identify:
 - ▶ Integration and segregation patterns and trends, including trends based on age (seniors), familial status (female-headed households), disability, race/ethnicity, and income,
 - ▶ Racially or ethnically concentrated areas of poverty,
 - ▶ Disparities in access to opportunity, including employment, education, environment, and transportation factors,
 - ▶ Disproportionate housing needs within Lathrop, including displacement risk,
 - ▶ Factors that contribute to these fair housing issues, including any local knowledge of redlining, racially-restrictive covenants, and other factors that may have influenced any identified issues, and
 - ▶ Policies and programs in the Housing Plan developed to address identified fair housing issues and provide equitable access to a variety of housing types in areas with higher resources and opportunity.

Inventory of Housing Sites and Resources

The Housing Element will identify available resources, including land, funding, and housing programs, available to assist in addressing the City's housing needs. We will review the City's exist-

ing inventory under the more stringent requirements of State law, which have been revised since adoption of the City's 5th Cycle Housing Element to include specific requirements for the size of lower income sites, addressing underutilized sites, use of mixed-use sites, and demonstrating realistic capacity. If a shortfall of adequate sites is projected, the Housing Plan will include a program to ensure that adequate sites are rezoned in a timely manner to accommodate the City's needs in compliance with State law. This section will include the following required topics:

- » Inventory of sites suitable for residential development
- » City's capacity to accommodate its Regional Housing Needs Allocation
- » Financial and other resources
- » Opportunities for residential energy conservation

Housing Constraints

Constraints to upon the maintenance, improvement, or development of housing to meet the City's housing needs will be identified. This chapter will address governmental constraints (land use controls, parking standards, etc.) and non-governmental constraints (environmental, market demand, availability of land, availability of financing, etc.). De Novo will carefully review the City's General Plan policies and standards, zoning requirements, and processes to identify potential constraints to housing development, including housing for lower income households and special needs groups. De Novo will review the City's processes to identify if modifications need to be made to address recent changes to State law, including recent laws related to accessory dwelling unit standards and fee exemptions, low barrier navigation centers, supportive housing by right, and SB 35 streamlining requirements. De Novo will develop programs to reduce constraints, where appropriate and feasible.

Housing Element Policy/Implementation Plan

De Novo will present goals, objectives, policies, and implementation measures to address identified housing needs and constraints, consistent with the requirements of GC Section 65583(b,c). This will carry forward successful goals, policies, and measures identified in the adopted Housing Element and will provide focused updates where necessary to address the requirements of State law. Revisions to the Housing Plan will be developed to address the City's housing needs while also remaining relevant to the City's character and protecting resources that are important to the City. The implementation plan will identify sustainable housing policies and programs, based on City staff, public and stakeholder input, City guidance, and the needs identified in the needs and constraints analysis. De Novo will meet with City staff to discuss the proposed revisions to the City's existing goals, policies, and programs, and De Novo will also present for discussion additional policies and strategies that fit the unique needs and character of Lathrop.

Implementation measures will address both short-term and long-range strategies and may include development controls, regulatory incentives, constraint-removal programs, fair housing programs, and sources of affordable housing funding. The implementation measures will identify parties responsible for implementation, a timeframe for implementation, and funding sources. Where appropriate, phasing and financing options will be identified. Implementation measures will reflect recent legislation, and will address the following issues at a minimum:

- » Conserve and Improve Existing Housing Stock

- » Promote Housing Opportunities for All Persons in the City, including provision of adequate sites to accommodate the Regional Housing Needs Allocation, development of housing to meet the needs of lower- and moderate-income households
- » Affirmatively Furthering Fair Housing
- » Address Housing Needs of Special Needs Populations
- » Preserve Assisted Housing
- » Regional Housing Needs Determination and Quantified Objectives
- » General Plan and Zoning Consistency
- » Removal of Constraints (where appropriate and feasible)

The Housing Plan will identify any necessary amendments to the Zoning Code, design guidelines and requirements, and other adopted local documents to achieve compliance with State law. We anticipate that sites are primarily addressed through the recent Lathrop General Plan Update effort; if there is a need for subsequent General Plan amendments, those will be addressed through an implementation program in the 6th Cycle Housing Element.

We will review proposed policies and implementation measures for internal consistency with all elements of the City's General Plan and, if necessary, identify amendments to other General Plan elements in order to create consistency with the updated Housing Element.

Task 4.2 Draft Housing Element

Following the City's review of the Administrative Draft, we will incorporate the City's comments on the Administrative Draft Housing Element and create a Draft Housing Element for public review. The Draft Housing Element will be available for a 30-day public review period.

Task 4.3 HCD Draft Housing Element

Following the public review period, the Draft Housing Element will be revised to include a summary of public comments and revisions to address public comments, where necessary. De Novo will provide the Administrative HCD Draft Housing Element to the City for review. Following the City's review of the proposed revisions to the document, De Novo will submit the HCD Draft Housing Element to HCD for its 90-day review period.

Task 4.4 Adoption Draft Housing Element

During the 90-day State review period, De Novo will coordinate with HCD for the State's review of the HCD Draft Housing Element. While no other State agencies are required to review the Housing Element Update, De Novo will coordinate with additional State agencies if necessary.

De Novo will coordinate closely with HCD in order to receive a letter indicating that the updated Housing Element complies with State law. Our approach to working with HCD is to be very responsive to HCD's preliminary comments and requests. HCD typically schedules a conference call with the consultant and City staff to identify concerns with the Housing Element prior to issuing its formal comment letter. We have found that by proactively discussing potential revisions during the meeting, multiple issues can be resolved and better direction is received from HCD. Following these meetings, De Novo will immediately prepare an Addenda with revised text for City and HCD staff to review and consider before the formal letter goes out. In this manner, we work to resolve

issues during the review period in order to reduce the number of formal comments received from HCD. Upon receipt of HCD's formal comments, if there are any remaining issues identified by the State, we will prepare proposed revisions and provide them to City staff for review.

Throughout this task, De Novo will be available for in-person or Zoom meetings with HCD staff at HCD's offices and with City staff, as necessary.

Following the close of the public and HCD review period, we will revise the Draft Housing Element to address HCD's comments as well as any feedback provided by the community and decision-makers as part of the Community Open House and the workshop with decision-makers. Prior to release of the Adoption Draft Housing Element, City staff will be provided a Screencheck Draft for review to ensure all comments have been addressed.

Task 4.4 Final Housing Element (Adopted)

Following City Council adoption, we will revise the Housing Element to include any revisions directed by the Council. De Novo will update the cover page of the City's General Plan to reflect the adoption date of the Housing Element.

De Novo will prepare the transmittal memo for submission of the Final Housing Element and adopting resolution to HCD for review for certification. De Novo will provide any supporting information requested by HCD during its review. De Novo anticipates that the Final Housing Element will reflect any recommended addenda developed during Task 5 that addresses HCD's comments to ensure certification of the Housing Element. In our experience, the Final Housing Element is prepared to address all HCD comments that were provided during the 60-day State review period and typically requires minimal coordination with the State during this final step in the certification process.

Deliverables:

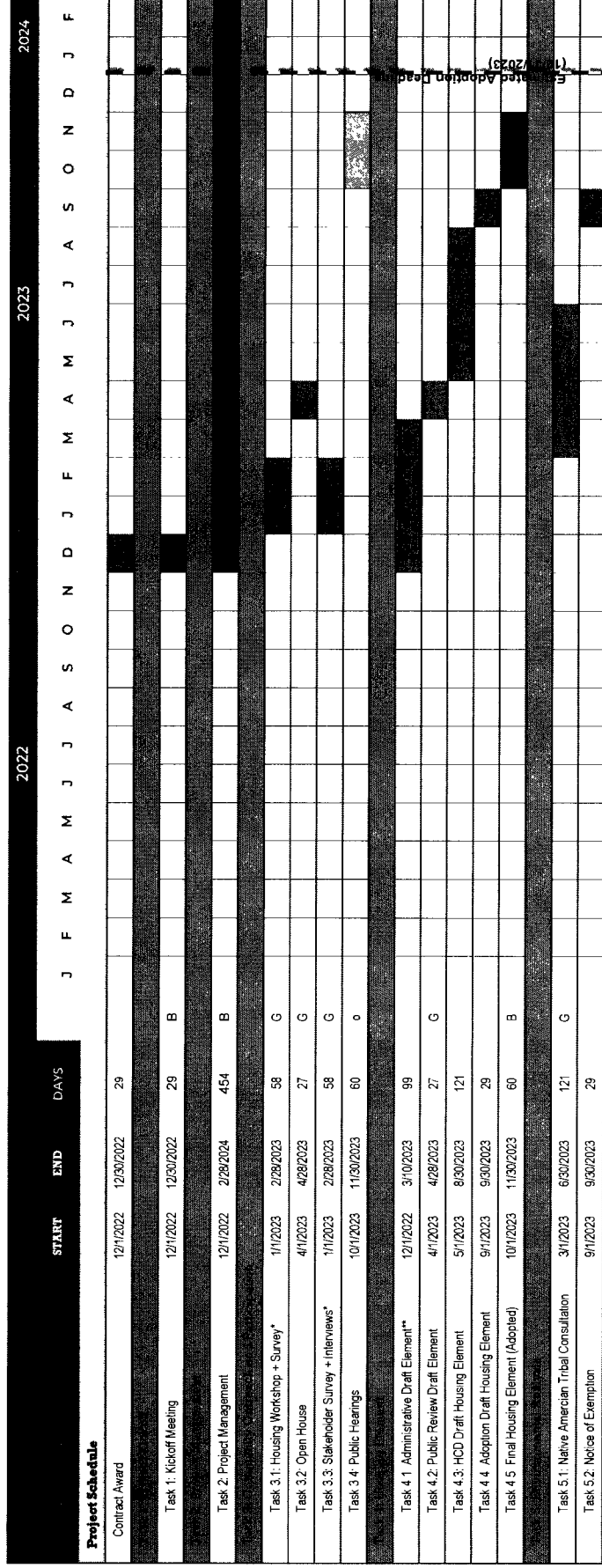
- » One (1) electronic copy in Word and PDF of the Administrative Draft Housing Element, Screencheck Draft Housing Element, Screencheck Adoption Draft Housing Element for City staff review
- » One (1) electronic copy and three (3) bound copies of the Draft Housing Element for the City and
- » One (1) bound copy and one (1) electronic copy for HCD of the Draft Housing Element
- » One (1) electronic copy of the Adoption Draft Housing Element for review by the public, Planning Commission, and City Council
- » One (1) electronic copy of the Final Housing Element for the City and one (1) bound copy and one (1) electronic copy for submission to HCD

TASK 5 CEQA COMPLIANCE

It is anticipated that the appropriate CEQA documentation will be a Notice of Exemption given the City's recent comprehensive General Plan Update and General Plan Program EIR. Should a Mitigated Negative Declaration or Environmental Impact Report be necessary, De Novo will provide the City with a scope of work for the additional environmental review.

TIMELINE

Our proposed timeline provides for adoption of the City's 2023-2031 6th Cycle Housing Element in November 2023, in advance of the State's December 2023 deadline. Our timeline anticipates that City staff will review administrative draft documents in two weeks and screencheck documents within one week.



*Schedule anticipates 1 round of public review (30 days) and 1 round of HCD review (90 days)

COST PROPOSAL

We have provided the following fee based on our estimate of the time needed to complete each task in accordance with the proposed Scope of Services. De Novo reserves the flexibility to move costs between staff members and tasks as necessary to complete the project.

TASK/ACTIVITY	Principal Planner				Senior Planner				Associate Planner				GIS and Graphics				TOTALS				ACTIVITY TOTALS	
	Hours	\$200	Hours	\$130	Hours	\$120	Hours	\$115	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Direct Costs	Fee		
Task 1: Kickoff Meeting	2	\$400	2	\$260	0	\$0	0	\$0	0	\$0	0	\$0	4	\$660	0	\$0	4	\$660	\$0	\$660		
Task 1 Subtotal	2	\$400	2	\$260	0	\$0	0	\$0	0	\$0	0	\$0	4	\$660	0	\$0	4	\$660	\$0	\$660		
Task 2: Project Administration	20	\$4,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	20	\$4,000	0	\$0	20	\$4,000	\$0	\$4,000		
Task 2 Subtotal	20	\$4,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	20	\$4,000	0	\$0	20	\$4,000	\$0	\$4,000		
Task 3.1: Housing Workshop + Survey (1)	10	\$2,000	10	\$1,300	12	\$1,440	8	\$920	40	\$5,660	0	\$0	40	\$5,660	0	\$0	40	\$5,660	\$0	\$5,660		
Task 3.2: Open House or Study Session (1)	8	\$1,600	8	\$1,040	6	\$720	4	\$460	26	\$3,820	0	\$0	26	\$3,820	0	\$0	26	\$3,820	\$0	\$3,820		
Task 3.3: Stakeholder Survey (1)	4	\$800	4	\$520	10	\$1,200	0	\$0	18	\$2,520	0	\$0	18	\$2,520	0	\$0	18	\$2,520	\$0	\$2,520		
Task 3.4: Public Hearings (2)	14	\$2,800	6	\$780	0	\$0	0	\$0	20	\$3,580	0	\$0	20	\$3,580	0	\$0	20	\$3,580	\$0	\$3,580		
Task 3 Subtotal	36	\$7,200	28	\$3,640	28	\$3,360	12	\$1,380	104	\$15,580	0	\$0	104	\$15,580	0	\$0	104	\$15,580	\$0	\$15,580		
Task 4.1: Administrative Draft Housing Element	114	\$22,800	134	\$17,420	174	\$20,880	58	\$6,670	480	\$67,770	0	\$0	480	\$67,770	0	\$0	480	\$67,770	\$0	\$67,770		
Review of Current Housing Element	12	\$2,400	10	\$1,300	24	\$2,880	0	\$0	46	\$6,580	0	\$0	46	\$6,580	0	\$0	46	\$6,580	\$0	\$6,580		
Assessment of Housing Needs	10	\$2,000	16	\$2,080	40	\$4,800	0	\$0	66	\$8,880	0	\$0	66	\$8,880	0	\$0	66	\$8,880	\$0	\$8,880		
Fair Housing Assessment	16	\$3,200	30	\$3,900	40	\$4,800	28	\$3,220	114	\$15,120	0	\$0	114	\$15,120	0	\$0	114	\$15,120	\$0	\$15,120		
Inventory of Housing Sites and Resources	40	\$8,000	30	\$3,900	12	\$1,440	30	\$3,450	112	\$16,790	0	\$0	112	\$16,790	0	\$0	112	\$16,790	\$0	\$16,790		
Constraints	12	\$2,400	24	\$3,120	48	\$5,760	0	\$0	84	\$11,280	0	\$0	84	\$11,280	0	\$0	84	\$11,280	\$0	\$11,280		
Policy/Implementation Plan	24	\$4,800	24	\$3,120	10	\$1,200	0	\$0	58	\$9,120	0	\$0	58	\$9,120	0	\$0	58	\$9,120	\$0	\$9,120		
Task 4.2: Public Review Draft Housing Element	12	\$2,400	8	\$1,040	4	\$480	4	\$460	28	\$4,380	0	\$0	28	\$4,380	\$1,400	\$1,400	28	\$4,380	\$1,400	\$5,780		
Task 4.3: HCD Draft Housing Element	12	\$2,400	16	\$2,080	4	\$480	4	\$460	36	\$5,420	0	\$0	36	\$5,420	\$250	\$250	36	\$5,420	\$250	\$5,670		
Task 4.4: Adoption Draft Housing Element	20	\$4,000	20	\$2,600	20	\$2,400	2	\$230	62	\$9,230	0	\$0	62	\$9,230	\$250	\$250	62	\$9,230	\$250	\$9,480		
Task 4.5: Final Housing Element (Adopted)	8	\$1,600	8	\$1,040	0	\$0	0	\$0	16	\$2,640	0	\$0	16	\$2,640	\$250	\$250	16	\$2,640	\$250	\$2,890		
Task 4 Subtotal	166	\$33,200	166	\$24,180	202	\$24,240	68	\$7,820	622	\$89,440	0	\$0	622	\$89,440	\$2,150	\$2,150	622	\$89,440	\$2,150	\$91,590		
Task 5.1: Notice of Exemption	2	\$400	0	\$0	6	\$720	0	\$0	8	\$1,120	0	\$0	8	\$1,120	\$0	\$0	8	\$1,120	\$0	\$1,120		
Task 5 Subtotal	2	\$400	0	\$0	6	\$720	0	\$0	8	\$1,120	0	\$0	8	\$1,120	\$0	\$0	8	\$1,120	\$0	\$1,120		
Subtotals	224	\$44,800	214	\$27,820	236	\$28,320	80	\$9,200	754	\$110,140	\$	2,150	\$	112,290	\$	2,150	\$	112,290	\$	\$112,290		
TOTAL FEE																					\$112,290	

ITEM 4.8

CITY MANAGER'S REPORT FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE PROFESSIONAL SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC., FOR THE LATHROP CONSOLIDATED TREATMENT FACILITY PERMIT COMPLIANCE, CIP WW 20-17**

RECOMMENDATION: **Adopt Resolution Approving a Professional Services Agreement with Fruit Growers Laboratory, Inc., for Water Quality Testing Laboratory, CIP WW 20-17 Lathrop Consolidated Treatment Facility Surface Water 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)**

SUMMARY:

The Lathrop Consolidated Treatment Facility (LCTF) Surface Water Discharge Project Capital Improvement Project (CIP) WW 20-17 was created to discharge effluent generated by the LCTF to the San Joaquin River under a National Pollutant Discharge Elimination System (NPDES) permit issued by the State Water Board.

Water Quality Testing Laboratory services from Fruit Growers Testing Laboratory, Inc., (FGL) are needed for the Lathrop Consolidated Treatment Facility (LCTF) wastewater permit compliance through the end of the current fiscal year ending on June 30, 2023 (FY 2023). FGL's services are needed to conduct operational testing of the LCTF prior to initiation of river discharge. FGL provided a proposal for the remainder of FY 2023 for a cost of \$44,535.

Staff request Council approve a professional services agreement (PSA) with FGL for LCTF wastewater permit compliance services through the remainder of the FY 2023 for a cost of \$44,535.

BACKGROUND:

The Surface Water Discharge Project CIP, WW 20-17 was created in order to discharge effluent generated by the LCTF to the San Joaquin River under a NPDES permit issued by the State Water Board. The LCTF is also regulated by a Waste Discharge Requirements (WDRs) permit for discharge to land. The City has submitted a request to the Regional Water Quality Control Board (RWQCB) for the WDRs be rescinded in June 2023, but the exact timing for this action remains uncertain.

CITY MANAGER'S REPORT **PAGE 2**
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL SERVICES AGREEMENT WITH FRUIT GROWERS
LABORATORY, INC., FOR THE LATHROP CONSOLIDATED TREATMENT
FACILITY PERMIT COMPLIANCE CIP WW 20-17

Water Quality Testing Laboratory services from FGL are needed for the wastewater permit compliance through FY 2023. FGL's proposal for the remainder of the FY 2023 is for \$29,842 for the NPDES permit compliance testing and \$14,693 for the WDR permit compliance testing, for a total cost PSA of \$44,535.

REASON FOR RECOMMENDATION:

Water Quality Testing Laboratory services from FGL are needed for the LCTF wastewater permit compliance through the end of the FY 2023. These costs are associated with the start-up and operational testing of the facility prior to initiating river discharge for the 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 services provided by the FGL agreement 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 PSA with FGL for LCTF wastewater permit compliance services through the remainder of FY 2023 is for \$44,535. Sufficient funds were approved in the adopted FY 22/23 budget.

ATTACHMENTS:

- A. Resolution Approving Agreement with FGL for Water Quality Testing Laboratory Services for NPDES and WDR Permit Compliance for the Lathrop Consolidated Treatment Facility
- B. Agreement with FGL for Water Quality Testing Laboratory Services for NPDES and WDR Permit Compliance for the Lathrop Consolidated Treatment Facility


CITY MANAGER'S REPORT **PAGE 3**
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL SERVICES AGREEMENT WITH FRUIT GROWERS
LABORATORY, INC., FOR THE LATHROP CONSOLIDATED TREATMENT
FACILITY PERMIT COMPLIANCE CIP WW 20-17

APPROVALS:



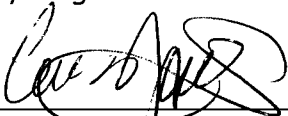
Greg Gibson
Senior Civil Engineer

02/01/2023
Date



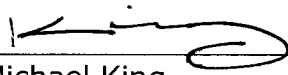
Brad Taylor
City Engineer

2/1/2023
Date



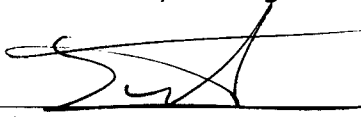
Cari James
Finance Director

2/6/2023
Date



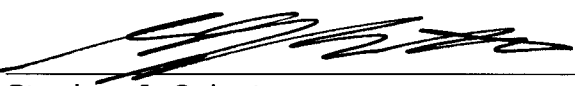
Michael King
Assistant City Manager

2-2-2023
Date



Salvador Navarrete
City Attorney

2.6.2023
Date



Stephen J. Salvatore
City Manager

2.9.23
Date

RESOLUTION NO. 23 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC., FOR WATER QUALITY TESTING LABORATORY, CIP WW 20-17 LATHROP CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE

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

WHEREAS, the LCTF is also regulated by Waste Discharge Requirements (WDRs) permit for discharge to land. The City has submitted a request to the RWQCB for the WDRs be rescinded in June 2023, but the exact timing for this action remains uncertain; and

WHEREAS, Water Quality Testing Laboratory services from Fruit Growers Testing Laboratory, Inc., (FGL) are needed for the LCTF wastewater permit compliance associated with CIP WW 20-17 start-up and permitting through the end of the current fiscal year ending on June 30, 2023 (FY 2023); and

WHEREAS, FGL has provided a proposal to provide water quality testing services needed for the remainder of the FY 2023 for a cost of approximately \$29,842 for the NPDES permit compliance testing and \$14,693 for the WDR permit compliance testing, for a total cost of \$44,535; and

WHEREAS, sufficient funds were approved in the adopted FY 22/23 budget for CIP WW 20-17; 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 services provided by the FGL Agreement 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 a professional services agreement with Fruit Growers Laboratory, Inc., water quality testing laboratory testing services needed for the remainder of FY 2023, for a total cost of \$44,535 to be paid from 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 services provided by the FGL agreement 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 13th day of February 2023, 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

CITY OF LATHROP

AGREEMENT FOR WATER QUALITY TESTING LABORATORY SERVICES WITH
FRUIT GROWERS LABORATORY, INC.

LATHROP CONSOLIDATED TREATMENT FACILITY SURFACE WATER
DISCHARGE, CIP WW 20-17

THIS AGREEMENT, dated for convenience this **13th day of February, 2023**, is by and between **Fruit Growers Laboratory, Inc.**, ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform **Water Quality Testing Laboratory 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 **Water Quality Testing Laboratory 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 **Water Quality Testing Laboratory Services** in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT 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 **\$44,535**, for the Water Quality Testing Laboratory 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 **February 13, 2023**, and it shall terminate no later than **June 30, 2023**.

(4) Independent Contractor Status

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

(5) Billings

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

(6) Advice and Status Reporting

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

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

(7) Auditing

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

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONSULTANT further agrees

to maintain such records for a period of three (3) years after final payment under this agreement.

(8) Assignment of Personnel

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

CITY OF LATHROP – FRUIT GROWERS LABORATORY, INC.
WATER QUALITY TESTING LABORATORY SERVICES FOR LATHROP CONSOLIDATED TREATMENT
FACILITY SURFACE WATER DISCHARGE, CIP WW 20-17

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.

(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.

CITY OF LATHROP – FRUIT GROWERS LABORATORY, INC.
WATER QUALITY TESTING LABORATORY SERVICES FOR LATHROP CONSOLIDATED TREATMENT
FACILITY SURFACE WATER DISCHARGE, CIP WW 20-17

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

Phone: (805) 392-2000

(17) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- (c) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (d) Definitions. The definitions and terms are as defined in these specifications.
- (e) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (f) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

CITY OF LATHROP – FRUIT GROWERS LABORATORY, INC.
WATER QUALITY TESTING LABORATORY SERVICES FOR LATHROP CONSOLIDATED TREATMENT
FACILITY SURFACE WATER DISCHARGE, CIP WW 20-17

- (g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (i) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (j) Ownership of Documents. All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours.
- (k) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (l) Severability. The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (m) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (n) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (o) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (p) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in 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.

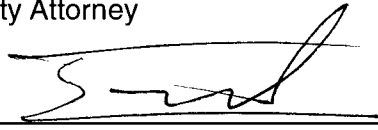
(19) Signatures

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 – FRUIT GROWERS LABORATORY, INC.
WATER QUALITY TESTING LABORATORY SERVICES FOR LATHROP CONSOLIDATED TREATMENT
FACILITY SURFACE WATER DISCHARGE, CIP WW 20-17

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

2-6-2023

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:

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

Fed ID # 95-0755000
Business License # 20225

Signature

Date

Print Name and Title

Date: January 25, 2023

To: City of Lathrop Waste Water - 3014982
 Attn: Greg Gibson (209) 992-0047 E_Mail ggibson@ci.lathrop.ca.us

EXHIBIT "A"

Subject: Price Quote No: ST 20230125-01 .. NPDES Analyses (April '23 - June '23)

Good day Greg,

This quote is for Partial Year 2023; one quarter, April through June. Please review footnotes for additional information. We look forward to being of service.

Quote For Time Period: April 1, 2023 through June 30, 2023

Sampled By: FGL Pick Up

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Analytical Methods Report (EFF-001 & RSW-001)				
Metals - Sample Prep	EPA 200.2	20.00	2	40.00
Individual Metals (Sb,Al,As,Ba,Be,Cd,Cr,Cu,Fe,Pb,Hg,Mn,Mo,Ni,Se,Ag,Tl,Zn)	EPA 200.7/200.8	270.00	2	540.00
Cyanide, Total (CN)	SM4500-CN C,E	75.00	2	150.00
Subcontracted: Asbestos, Wastewater	EPA 100.2	345.00	2	690.00
Subcontracted: Dioxins, TCDD Only (Aqueous-WW)		285.00	2	570.00
VOCs Full List	EPA 624.1	183.00	2	366.00
Semi-Volatile Organics (Full List)	EPA 625.1 (Semi-Volatiles)	289.00	2	578.00
Chlorinated Pesticides & PCBs	EPA 608.3	197.00	2	394.00
Subcontracted: Mercury - Methyl Mercury	EPA 1630	255.00	2	510.00
Total Hardness (as CaCO3)	SM2340B	34.00	2	68.00
MBAS	SM5540C	60.00	2	120.00
Electrical Conductivity (EC)	SM2510B	24.00	2	48.00
Total Dissolved Solids (TDS)	SM2540C	24.00	2	48.00
Chloride (Cl)	EPA 300.0	24.00	2	48.00
Total Phosphorus (P)	EPA 200.7/200.8	32.00	2	64.00
Sulfate (SO4)	EPA 300.0	24.00	2	48.00
Total Sulfide (H2S)	SM4500-S D	29.00	2	58.00
Ammonia (NH3-N)	SM4500-NH3 H	33.00	2	66.00
Nitrate (NO3-N)	EPA 300.0/SM4500	24.00	2	48.00
Nitrite (NO2-N)	EPA 300.0/SM4500	24.00	2	48.00
1,2,3 - Trichloropropane	SRL 524M-TCP	100.00	2	200.00
EDB & DBCP (temporary subcontract)	EPA 504.1	100.00	2	200.00
Herbicides	EPA 515.3	165.00	2	330.00
Subcontracted: EPA 525.2 w/ 507 Pesticides, Full List	EPA 525.2	265.00	2	530.00
Carbamates	EPA 531.1	165.00	2	330.00
Subcontracted: Endothall	EPA 548.1	165.00	2	330.00
Diquat (temporary subcontract)	EPA 549.2	165.00	2	330.00
Subcontracted: Tributyltin (Liquid and Solid)		250.00	2	500.00

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Analytical Methods Report (EFF-001 & RSW-002)				
Subcontracted: EPA 8270 Total Pyrethroid Pesticides	EPA 8270	385.00	2	770.00

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Analytical Methods Report (EFF-001 & RSW-001, RSW-002)				
Dissolved Organic Carbon (DOC)	SM 5310C	70.00	3	210.00
Total Organic Carbon (TOC)	SM 5310C	70.00	3	210.00

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Routine Chemical Methods (INF-001)				
Biochemical Oxygen Demand (BOD5)	SM5210B	33.00	26	858.00
Total Suspended Solids (TSS)	SM2540D	20.00	26	520.00

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Routine Chemical Methods (EFF-001)				
Total & Fecal Coliform - LTB Series - 15 tube	SM9221B,E	33.00	91	3003.00
Biochemical Oxygen Demand (BOD5)	SM5210B	33.00	52	1716.00
Total Suspended Solids (TSS)	SM2540D	20.00	52	1040.00
Ammonia (NH3-N)	SM4500-NH3 H	43.00	13	559.00
VOCs (DBCM, DCBM, Bromoform, Chloroform)	EPA 624.1	115.00	3	345.00
Prep for Total Metals Analysis	EPA 200	20.00	3	60.00
Individual Metals - Ba	EPA 200.7/EPA 200.8	15.00	3	45.00
Nitrate (NO3-N)	EPA 300.0/SM4500	24.00	3	72.00
Nitrite (NO2-N)	EPA 300.0/SM4500	24.00	3	72.00
Nitrate + Nitrite as N (NO3-N + NO2-N)	SM4500-NO3 F/EPA 300.0	0.00	3	0.00
Dissolved Organic Carbon (DOC)	SM 5310C	75.00	1	75.00
Total Hardness (as CaCO3)	SM2340B	34.00	1	34.00
Subcontracted: Mercury - Methyl Mercury	EPA 1630	255.00	1	255.00
Subcontracted: Mercury - Ultra Low Level (Sampling Clean Hands/Dirty Hands EPA 1669)	EPA 1631/ EPA 1669	185.00	1	185.00
Individual Metals - Pb	EPA 200.7/EPA 200.8	15.00	1	15.00
Chlorinated Pesticides (Chlorpyrifos, Diazinon)	EPA 625.1 (Pesticides)	365.00	1	365.00

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Routine Chemical Methods (RSW-002, 003)				

Ammonia (NH3-N)	SM4500-NH3 H	33.00	26	858.00
Dissolved Organic Carbon (DOC)	SM 5310C	70.00	2	140.00
Total Hardness (as CaCO3)	SM2340B	34.00	2	68.00

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Toxicity Testing (EFF-001)				
Subcontracted: Bioassay - Acute Toxicity, Rainbow Trout		1750.00	1	1750.00
Subcontracted: Bioassay - Chronic Toxicity, 3-Species, 5-Dilutions		7475.00	1	7475.00

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Toxicity Testing (Downstream RSW-002, or RSW-003)				
Subcontracted: Bioassay - Acute Toxicity, Hyalella Azteca		1750.00	1	1750.00

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Field Services				
Samples Pick up Fee		35.00	4	140.00

Total Price Quote: 29842.00

- If a detection level exceedance occurs on the primary sample, the Travel Blank will be analyzed and charged as an additional sample. This pertains to EPA Methods: 504, 524.2, 551 or SRL524M.
- A Quality Assurance/Quality Control report is supplied with all of our analyses. This assures our valued clients of accurate and defensible data.
- All work undertaken is subject to our terms and conditions, which are available upon request.
- Note: Beginning September 2022, invoices will show a \$3.00 Materials/Disposal Fee for each COC submitted.
- Note: FGL provides our customers with sampling supplies at no charge, when picked up at the lab. A fee applies to have them delivered.
- Note: FGL may subcontract certain analyses whenever industry conditions restrict the ability to provide results within a timely manner. This may include certain organic methods such as: EPA 500's, 600's and 8000's.

If you have any questions regarding this quote or require any modifications, please call (805) 392-2000 and ask to speak with a marketing associate. Thank you.



ENVIRONMENTAL AGRICULTURAL

Analytical Chemists

Date: January 23, 2023

To: Veolia Water North America MBR - 3015762
Attn: Greg Gibson **ggibson@ci.lathrop.ca.us**

Subject: Price Quote No: ST 20230120-01 . . LCTF - WDR (Partial Year Estimate)

Good day Greg, FGL appreciates the opportunity to provide this quote based upon the current schedule of analysis for the Lathrop CTF. This quote is valid March 1, 2023 through June 31, 2023 at which time a subsequent quote will take over, running from July 1, through June 30, 2024. We look forward to being of continued service.

Quote For Time Period: March 01, 2023 through June 30, 2023

Sampled By: FGL Pick Up

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Daily (7-Days per Week)				
Total & Fecal Coliform - LTB Series - 15 tube	SM9221B,E	33.00	122	4026.00
Group Price:				4026.00

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Weekly (EFF & INF)				
Biochemical Oxygen Demand (BOD5)	SM5210B	33.00	36	1188.00
Total Suspended Solids (TSS)	SM2540D	20.00	36	720.00
Total & Fecal Coliform - LTB Series - 15 tube	SM9221B,E	33.00	36	1188.00
Group Price:				3096.00

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Monthly (EFF & INF)				
Total Dissolved Solids (TDS)	SM2540C	20.00	8	160.00
Group Price:				160.00

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Monthly (Effluent Only, Rush)				
Nitrate (NO3 or NO3-N)	EPA 300.0/SM4500	20.00	4	80.00
Nitrite (NO2 or NO2-N)	EPA 300.0/SM4500	20.00	4	80.00
Total Kjeldahl Nitrogen (TKN)	EPA 351.1	53.00	4	212.00
Total Nitrogen (TKN + NO3-N + NO2-N)	Calculation	0.00	4	0.00
Group Price:				372.00

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Annually (EFF Priority Pollutants)				
Priority Pollutant Metals (Sb,As,Be,Cd,Cr,Cu,Pb,Hg,Ni,Se,Ag,Tl,Zn)	EPA 200.7/200.8	169.00	1	169.00
Chromium VI (Cr +6)	EPA 218.6	59.00	1	59.00
Chlorinated Pesticides & PCBs	EPA 608.3	130.00	1	130.00
VOCs Full List	EPA 624.1	183.00	1	183.00
Semi-Volatile Organics (Full List)	EPA 625.1 (Semi-Volatiles)	289.00	1	289.00
Chlorinated Pesticides	EPA 625.1 (Pesticides)	197.00	1	197.00
Subcontracted: Dioxins, Full Congeners List (Soil/Sludge)		687.00	1	687.00
Subcontracted: Asbestos Wastewater	EPA 100.2	370.00	1	370.00
Group Price:				2084.00

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Annually (Water Supply)				
Prep for Total Metals Analysis	EPA 200	18.00	1	18.00
Individual Metals - B;Ca;Fe;K;Mg;Mn;Na;	EPA 200.7/EPA 200.8	98.00	1	98.00
Total Hardness (as CaCO3)	SM2340B	34.00	1	34.00
Group Price:				150.00

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Field Services				
Sample Pick Up, Standard Weekday		35.00	88	3080.00
Sample Collection Fee - Saturday/Sunday		50.00	33	1650.00
Sample Collection Fee - Holiday		75.00	1	75.00
Group Price:				4805.00
Total Price Quote:				14693.00

- A Quality Assurance/Quality Control report is supplied with all of our analyses. This assures our valued clients of accurate and defensible data.
- All work undertaken is subject to our terms and conditions, which are available upon request.
- Note: Beginning September 2022, invoices will show a \$3.00 Materials/Disposal Fee for each COC submitted.
- Note: FGL provides our customers with sampling supplies at no charge, when picked up at the lab. A fee applies to have them delivered.
- Note: FGL may subcontract certain analyses whenever industry conditions restrict the ability to provide results

within a timely manner. This may include certain organic methods such as: EPA 500's, 600's and 8000's.

If you have any questions regarding this quote or require any modifications, please call (805) 392-2000 and ask to speak with a marketing associate. Thank you.

Reviewed and **Glenn Olsen**
Approved By Marketing Director  Prepared By: Glenn A. Olsen
Date: 2023-01-23 12:19

ITEM 4.9

CITY MANAGER'S REPORT FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE AMENDMENT NO. 2 WITH EKI TO UPDATE THE INTEGRATED WATER RESOURCES MASTER PLAN, CIP PW 22-19 AND CIP WW 22-24 AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Approving Amendment No. 2 with EKI Environment & Water, Inc. to update the Integrated Water Resources Master Plan, CIP PW 22-19 & CIP WW 22-24 and Approve Budget Amendment**

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

SUMMARY:

The Integrated Water Resources Master Plan (IWRMP) is necessary to implement the City's General Plan and supports utility operations, budget, and rate studies. The Master Plan is also the basis for CIP programming, developing land use planning and development fees. On April 11, 2022, Council approved an agreement with Environment & Water, Inc. (EKI) to update the IWRMP. Additional services from EKI are essential to update the City's geodatabase for the water, wastewater and recycled water systems.

Staff is requesting that Council approve Amendment No. 2 with EKI to provide the geodatabase updates needed to support the IWRMP Amendment in the amount of \$89,500.

Sufficient funds were not included in the adopted FY 22/23 budget for CIPs PW 22-19 and WW 22-24. Staff requests that Council approve a budget amendment allocating \$30,670 from the Water System Capital Replacement Fund 5600 to CIP PW 22-19 and \$23,035 from the MBR Capital Replacement Fund 6110 plus \$12,957 from the Wastewater Capital Replacement Fund 6060 enterprise funds to CIP WW 22-24. The remainder of the cost for the EKI Amendment No. 2 will be allocated from the project contingency available in CIP PW 22-19 (Water) and CIP WW-24 (Wastewater and Recycled Water).

BACKGROUND:

The Public Works Department is responsible for managing and maintaining the City's water, sewer, and recycled water facilities.

CITY MANAGER’S REPORT **PAGE 2**
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENT NO. 2 WITH EKI FOR IWRMP AMENDMENT, CIP PW 22-19 AND CIP WW 22-24, AND APPROVE BUDGET AMENDMENT

The IWRMP will forecast and update the water and sewer demand projections and address modifications in regulatory requirements, population and growth projections, proposed land use, climate change, and other factors.

On April 11, 2022, Council approved an agreement with EKI to update the IWRMP. Additional services from EKI are needed to update the City’s water, sewer, and recycled water systems geodatabase to complete the IWRMP amendment.

REASON FOR RECOMMENDATION:

The IWRMP is necessary for the implementation of the City’s General Plan and supports utility operations, budget, and rate studies. The Master Plan is also the basis towards CIP programming, developing land use planning and development fees.

CEQA STATUS:

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

The De Novo Planning Group prepared the Environmental Impact Report for the current IWRMP that was adopted in 2019, and Staff will be retaining De Novo to prepare an Initial Study/Mitigated Negative Declaration for this project.

FISCAL IMPACT:

The cost of Amendment No. 2 to provide geodatabase support for the IWRMP is for an amount of \$89,500. The table below represents the cost breakdown for each task.

Master Plan Update Component	Cost
Update Water System Geodatabase (PW 22-19)	\$29,700
Update Wastewater System Geodatabase (WW 22-24)	\$42,600
Update Recycled Water System Geodatabase (WW 22-24)	\$17,200

Sufficient funds were not included in the adopted FY 22/23 budget for CIPs PW 22-19 and WW 22-24. Staff requests that Council approve a budget amendment allocating \$30,670 from the Water System Capital Replacement Fund 5600 to CIP PW 22-19 and \$23,035 from the MBR Capital Replacement Fund 6110 plus \$12,957 from the Wastewater Capital Replacement Fund 6060 enterprise funds to CIP WW 22-24. Staff requests Council approve the following budget amendment:

CITY MANAGER’S REPORT **PAGE 3**
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENT NO. 2 WITH EKI FOR IWRMP AMENDMENT, CIP PW 22-19 AND CIP WW 22-24, AND APPROVE BUDGET AMENDMENT


Increase Transfer Out 5600-99-00-990-9010		\$30,670
Increase Transfer Out 6110-99-00-990-9010		\$23,035
Increase Transfer Out 6060-99-00-990-9010		\$12,957
Increase Transfer In 5690-99-00-393-00-00	CIP PW 22-19	\$30,670
Increase Transfer In 6090-99-00-393-00-00	CIP WW 22-24	\$35,992
Increase Appropriation 5690-80-00-420-83-00	CIP PW 22-19	\$30,670
Increase Appropriation 6090-80-00-420-83-00	CIP WW 22-24	\$35,992

ATTACHMENTS:

- A. Resolution Approving Amendment No. 2 with EKI Environment & Water, Inc. to update the Integrated Water Resources Master Plan, CIP PW 22-19 & CIP WW 22-24 and Approve Budget Amendment
- B. Amendment No. 2 with EKI Environment & Water, Inc., to provide geodatabase support for the IWRMP

CITY MANAGER'S REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENT NO. 2 WITH EKI FOR IWRMP AMENDMENT, CIP PW
22-19 AND CIP WW 22-24, AND APPROVE BUDGET AMENDMENT

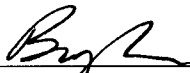
APPROVALS:



Greg Gibson
Senior Civil Engineer

01/31/2023

Date



Brad Taylor
City Engineer

1/31/2023

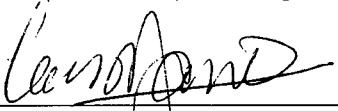
Date



Michael King
Assistant City Manager

2-1-2023

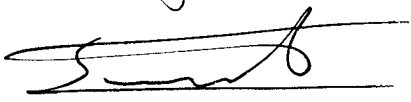
Date



Cari James
Finance Director

2/2/2023

Date



Salvador Navarrete
City Attorney

2-1-2023

Date



Stephen J. Salvatore
City Manager

2.9.23

Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NO. 2 WITH EKI ENVIRONMENT & WATER, INC. TO UPDATE THE INTEGRATED WATER RESOURCES MASTER PLAN AMENDMENT, CIP PW 22-19 & CIP WW 22-24 AND APPROVE BUDGET AMENDMENT

WHEREAS, the City’s water, sewer and recycled water master plan documents, collectively referred to as the City’s Integrated Water Resources Master Plan (IWRMP) is used to forecast and update water and sewer demand projections, address changes in regulatory requirements, population and growth projections, proposed land use, climate change and other factors; and

WHEREAS, in 2016, EKI Environment & Water, Inc. (EKI) and De Novo Planning Group (De Novo) assisted the City to update the IWRMP and prepare the associated project Environmental Impact Report which were approved and adopted by Council in December, 2019; and

WHEREAS, since adoption of IWRMP, significant changes in projected water demands and water supplies, planned land development and other factors have necessitated a comprehensive amendment to the IWRMP; and

WHEREAS, on April 11, 2022, Council approved an agreement with EKI to update the IWRMP to account for recent development, proposed land use changes, regulatory requirements and other factors; and

WHEREAS, additional services from EKI are requested to update the City’s geodatabase for the water, wastewater and recycled water systems in order for EKI to complete the IWRMP update as the geodatabase updates were not included in EKI’s original scope and were originally planned to be performed by another consultant; and

WHEREAS, at the request of staff, EKI provided a proposal to provide the geodatabase update services. Amendment No. 2 is for \$89,500, and the cost breakdown for each task is as follows:

Master Plan Update Component	Cost
Update Water System Geodatabase (PW 22-19)	\$29,700
Update Wastewater System Geodatabase (WW 22-24)	\$42,600
Update Recycled Water System Geodatabase (WW 22-24)	\$17,200

WHEREAS, sufficient funds were not included in the adopted FY 22/23 budget for CIPs PW 22-19 and WW 22-24. Staff requests that Council approve a budget amendment allocating \$30,670 from the Water System Capital Replacement Fund 5600 to CIP PW 22-19 and \$23,035 from the MBR Capital Replacement Fund 6110 plus \$12,957 from the Wastewater Capital Replacement Fund 6060 enterprise funds to CIP WW 22-24; and

WHEREAS, the project is exempt according to California Environmental Quality Act (CEQA) Article 18 §15262, "Feasibility and Planning Studies".

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves the following actions:

1. Amendment No. 2 with EKI Environment and Water, Inc. (EKI) is hereby approved to provide an update to the City's Integrated Water Resources Master Plan in the amount of \$89,500.
2. The following budget amendment:

Increase Transfer Out 5600-99-00-990-9010		\$30,670
Increase Transfer Out 6110-99-00-990-9010		\$23,035
Increase Transfer Out 6060-99-00-990-9010		\$12,957
Increase Transfer In 5690-99-00-393-00-00	CIP PW 22-19	\$30,670
Increase Transfer In 6090-99-00-393-00-00	CIP WW 22-24	\$35,992
Increase Appropriation 5690-80-00-420-83-00	CIP PW 22-19	\$30,670
Increase Appropriation 6090-80-00-420-83-00	CIP WW 22-24	\$35,992

BE IT FURTHER RESOLVED, the City finds the Integrated Water Resources Master Plan Amendment is exempt according to California Environmental Quality Act (CEQA) Article 18 §15262, "Feasibility and Planning Studies".

The foregoing resolution was passed and adopted this 13th day of February 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

AMENDMENT NO. 2

**TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND
EKI ENVIRONMENT & WATER, INC. DATED APRIL 11, 2022**

**TO UPDATE THE WATER, WASTEWATER AND RECYCLED WATER SYSTEMS
GEODATABASE FOR THE INTEGRATED WATER RESOURCES MASTER PLAN
AMENDMENT, CIP PW 22-19 (WATER) AND CIP WW 22-24
(WASTEWATER AND RECYCLED WATER)**

THIS CONTRACT AMENDMENT (hereinafter "AMENDMENT NO. 2") to the agreement between EKI Environment & Water, Inc. and the City of Lathrop dated April 11, 2022, (hereinafter "AGREEMENT") dated for convenience this **13th day of February, 2023**, is by and between **EKI Environment & Water, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to provide the Integrated Water Resources Master Plan Amendment, CIP PW 22-19 (Water) and CIP WW 22-24 (Wastewater and Recycled Water), which are required by this agreement; and

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

WHEREAS, on April 11, 2022, CONSULTANT and CITY entered into an AGREEMENT to provide the Integrated Water Resources Master Plan Amendment (IWRMP), CIP PW 22-19 (Water) and CIP WW 22-24 (Wastewater and Recycled Water), and

WHEREAS, Amendment No. 1, dated August 4, 2022, was issued for CONSULTANT to perform an evaluation of the City's Biochemical Oxygen Demand contributions to the City of Manteca's Water Quality Control Facility by amending the scope of work for Task 3 Flow Monitoring of the original Agreement, and did not change the amount of \$421,900 of the AGREEMENT dated April 11, 2022; and

WHEREAS, CONSULTANT has provided CITY with a proposal for updating the water, wastewater and recycled water systems geodatabase that is needed to complete the IWRMP; for a time and materials cost, not to exceed \$89,500 which is to be performed under this AMENDMENT NO. 2; and

WHEREAS, CONSULTANT is willing to render such tasks under AMENDMENT NO. 2 needed for the geodatabase update for the Integrated Water Resources Master Plan, as hereinafter defined, on the following terms and conditions.

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

AMENDMENT NO. 2 TO AGREEMENT

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

CITY OF LATHROP – AMENDMENT NO. 2 WITH EKI ENVIROMENT & WATER, INC. TO UPDATE THE WATER, WASTEWATER AND RECYCLED WATER SYSTEMS GEODATABASE FOR THE IWRMP, CIP PW 22-19 AND CIP WW 22-24

CONSULTANT agrees to provide Integrated Water Resources Master Plan in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit “A” and shall provide proof of payment for equipment rental on their invoices in addition to the scope of work in the original AGREEMENT dated April 11, 2022. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY’S satisfaction.

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

CITY hereby agrees to pay CONSULTANT an additional sum not to exceed **\$89,500** for the Professional Consulting Services set forth in Exhibit “A” of this AMENDMENT NO. 2. CONSULTANT shall be paid within thirty (30) days of receipt of progress billings containing all information contained in Paragraph 5 of the original AGREEMENT. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work, and this AMENDMENT NO. 2 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 **February 13, 2023**, and it shall terminate no later than **June 30, 2024**.

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 April 11, 2022 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

(5) Signatures

The individuals executing this AMENDMENT NO. 2 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 2 on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – AMENDMENT NO. 2 WITH EKI ENVIROMENT & WATER, INC. TO UPDATE THE WATER, WASTEWATER AND RECYCLED WATER SYSTEMS GEODATABASE FOR THE IWRMP, CIP PW 22-19 AND CIP WW 22-24

Approved as to Form: City of Lathrop
City Attorney

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 Date
City Manager

Consultant: EKI Environment & Water, Inc.
Jonathan Sutter, P.E.
2001 Junipero Serra Blvd, Suite 300
Daly City, CA 94014
Phone: (650) 292-9100

Federal ID # _94-3087395_
Lathrop Business License # **20137**

Signature Date

Print Name and Title

9 January 2023

Brad Taylor, PE
City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

**Subject: Proposal for Water and Wastewater Systems Geodatabase Update
Integrated Water Resources Master Plan Amendment**
City of Lathrop, California
(EKI C20049.00)

EKI Environment & Water, Inc. (EKI) is pleased to present to the City of Lathrop (Lathrop or City) this proposal for updating the City's water, wastewater, and recycled water systems geodatabase in support of the City's 2022 Integrated Water Resources Master Plan (IWRMP) Amendment.

SCOPE OF WORK

On 20 October 2022, EKI submitted a memorandum entitled *Request to Update the City's Geodatabase* summarizing the required edits to the City's water and wastewater systems geodatabase to construct the City's hydraulic models and carry out further hydraulic modeling analysis. The scope of work associated with Tasks 1 and 2 below aligns with the October 2022 memo, included as Attachment A. Task 3 includes the scope of work to update the City's recycled water system geodatabase.

Task 1 – Update Water System Geodatabase

The following edits will be made to the water system geodatabase:

- Resolve discrepancies between the geodatabase and record drawings;
- Add missing features and records;
- Apply a unique ID system to new system features;
- Reconcile system elevation datum;
- Remove duplicate datasets; and
- Perform project management and associated communications.

Task 2 – Update Wastewater System Geodatabase

The following edits will be made to the wastewater system geodatabase:

- Resolve discrepancies between the geodatabase and record drawings;
- Add missing features and records;
- Apply a unique ID system to new system features;
- Reconcile system elevation datum;
- Add pipe upstream and downstream invert elevations;

Formerly known as Eler & Kalinowski, Inc.

- Remove duplicate datasets; and
- Perform project management and associated communications.

Task 3 – Update Recycled Water System Geodatabase

The City has not updated its recycled water system geodatabase since the 2019 IWRMP. Based a preliminary review of recent recycled water system improvements, EKI will make the following edits to the recycled water system geodatabase:

- Update distribution system features to reflect improvements since 2018;
- Review and update ponds and agricultural irrigation areas;
- Review and update planned recycled water hydrant locations;
- Refine landscape irrigation areas in the Central Lathrop and Mossdale development areas to reflect recent and planned development; and
- Update total landscape irrigation acreage for River Islands.

EKI understands that River Islands operates its own non-potable water distribution system, which will not be explicitly modeled by the recycled water hydraulic model. EKI will review and update the total landscape irrigation acreage for River Islands for water balance, storage and pump capacity analyses.

COMPENSATION

We propose that compensation for consulting services by EKI be on a time and expense reimbursement basis in accordance with our Schedule of Charges, dated 1 January 2022. (Attachment B). Based on the Scope of Work described above, we propose a budget of \$89,500, as outlined in Table 1 below and detailed in Attachment C. EKI will charge against this budget and will advise if additional budget becomes necessary.

Table 1 – Cost Estimate by Task

Task	
Task 1 – Update Water System Geodatabase	\$ 29,700
Task 2 – Update Wastewater System Geodatabase	\$ 42,600
Task 3 – Update Recycled Water System Geodatabase	\$ 17,200
Total	\$ 89,500

Brad Taylor
City of Lathrop
9 January 2023
Page 3



PROJECT SCHEDULE

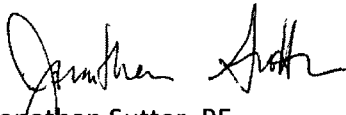
EKI is available to initiate work upon receiving authorization from the City. EKI anticipates that the above scope of work can be completed within sixteen (16) weeks of authorization.

TERMS AND CONDITIONS

Except as specifically modified above, all other terms of our 11 April 2022 Agreement shall remain in full force and effect. If this proposal meets with your approval, please send us an Agreement Amendment to review and execute.

We are excited about the opportunity to work with you on this project. Please call if you have any questions or wish to discuss this proposal in greater detail.

Very truly yours,
EKI Environment & Water, Inc.



Jonathan Sutter, PE
Project Manager

City of Lathrop

(Authorized Representative)

(Date)

Attachments

- A. Memorandum: Request to Update the City’s Geodatabase, dated 20 October 2022
- B. 2022 Schedule of Charges
- C. Budget Estimate for Proposed Scope of Work

ATTACHMENTS

20 October 2022

MEMORANDUM

To: Greg Gibson (City of Lathrop)

From: Jonathan Sutter (EKI)
Tina Wang (EKI)

Subject: Request to Update the City's Geodatabase
City of Lathrop – Public Works Department
(EKI C20049.01)

EKI Environment and Water, Inc. (EKI) reviewed the City of Lathrop's (City's) water, wastewater, and recycled water systems geodatabase against the record drawings provided by the City and noticed data gaps. The City, EKI, and the City's GIS consultant, Condor, met on 29 September 2022 to discuss filling in these data gaps and applying additional edits so that EKI can readily update the hydraulic models from the City's geodatabase. Pursuant to the meeting, City requested EKI to outline the required edits for the City and Condor to implement. This memorandum summarizes the required edits for the water and wastewater systems, which includes:

- Reconciling discrepancies between the geodatabase and record drawings;
- Add missing or complete infrastructure features; and
- Apply standard protocol to existing and new features.

It appears that the City's recycled water system geodatabase has not been updated since receiving EKI's dataset compiled for the previous Integrate Water Resources Master Plan (IWRMP). EKI understands that the City will reach a separate decision on updating the recycled water system geodatabase.

The required edits and discrepancies for the water and wastewater systems are further described below.

DISCREPANCIES BETWEEN THE CITY'S GEODATABASE AND RECORD DRAWINGS

Discrepancies between the City's geodatabase of the two systems (potable water and wastewater water) and the record drawings are noted in Attachment A for each record drawing. In general, the discrepancies include:

- Inconsistent pipe sizes;
- Duplicate datasets;
- Missing system features and components; and
- Missing status of systems features (e.g., active, future, abandoned, or other[private]).

MISSING OR INCOMPLETE RECORDS IN THE CITY'S GEODATABASE

- Infrastructure in the southwest of River Islands (RI) is not provided (south of RI Pkwy and west of Dell Osso), but the development has been built based on Google aerial images. Per discussions during the September 29th meeting, EKI understands that plans for these areas have not been accepted by the City, however, the City will add infrastructure for these areas and note them as draft.
- As noted in Attachment A, it appears that record drawings for “Improvement Plans, Track 3811, Stanford Crossing” and “River Islands - Track 3839, Improvement Plans” are provided under two different tract number file names (one file name contains the right tract number and one file name contains the wrong tract number [e.g., under track numbers NH2B and Built Tract 3837, respectively]). This may imply that record drawings for NH2B and Built Tract 3837 may be missing and need to be added.
- As noted in columns M and N in Attachment A, several record drawings provided by the City are not incorporated in the geodatabase.
- Hydrant locations in the water system are missing in the southeast portion of River Islands.

STANDARD PROTOCOL

Several standard protocols are required for hydraulic model runs, which are described further below.

Unique ID System

New features added post 2019 does not follow the City's unique ID naming convention developed by Stantec in 2013, which is an 11-digit ID comprised of a Grid ID, a code for the feature type, and a numerical ID. It is important that all new and existing features use this naming convention so that each feature has a unique ID and can be joined with the prior modeling features for a complete model.



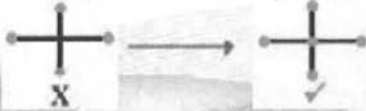
Elevation Datum

Elevation recorded in the City's geodatabase system is on a NAVG 29 datum. Data from record drawings that are not prepared using this datum needs to be converted.

Connectivity

It is recommended that the City establishes correct connectivity for new systems and newly added features. Particularly, pipelines should split at intersections, hydrant laterals, Ts, isolation valves, and control valves that are normally closed (see example below; no need to split pipeline at surface laterals, blowouts, or other non-operational fittings).

Network Review

- Examine and fix the geometry of imported data
 - Locate / Fix Nodes in Close Proximity
 - Locate / Fix Pipe-Split Candidates
 - Locate / Fix Crossing / Intersecting Pipes

Page 3-11 Innovyze®

Several pipelines in the wastewater system are not connected to their downstream network (such as pump stations and pipes) (see Attachment A).

Wastewater System Invert Elevations

Upstream and downstream invert elevations for every pipe that need to be populated. Currently, invert elevations for improvements added post-2019 are only populated at manholes. However, one manhole may connect multiple pipes of different elevations and cannot represent the invert elevation and slope at each pipe.

Duplicative Datasets

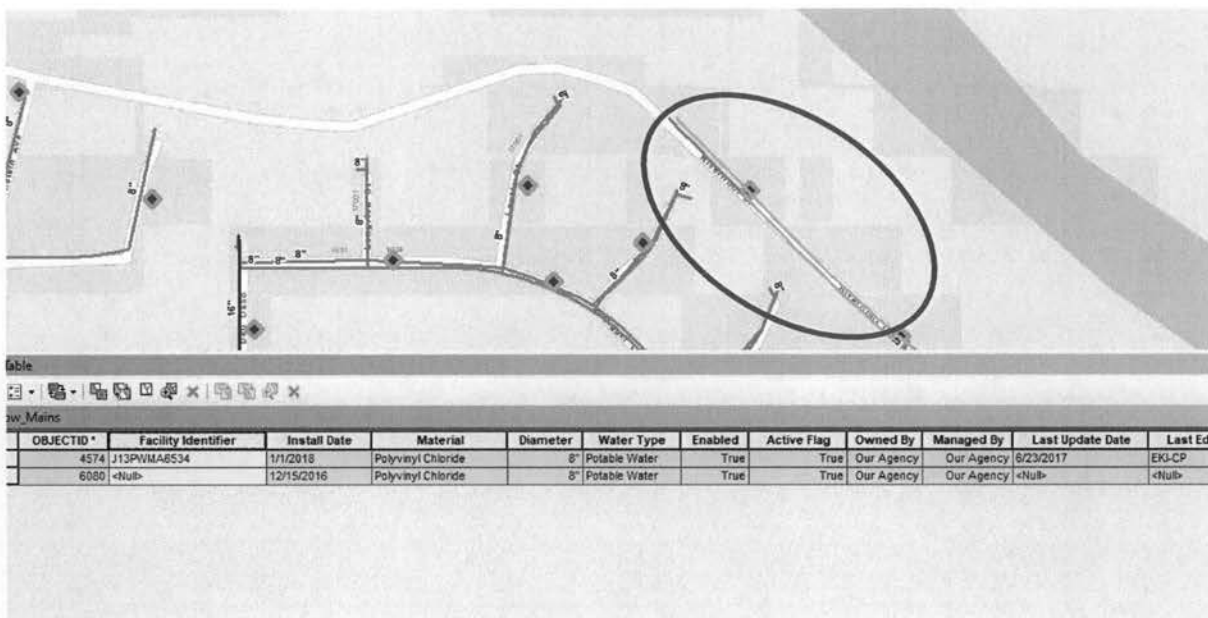
It appears that multiple copies of the system exist in the geodatabase with differences in the information contained. For example:

Water System

- Duplicate features exist in pw_Mains. Per discussion during the meeting, EKI understands these duplicate features were added to reflect the final improvements accepted by the City. However,

the City's added features do not have necessary attributes such as Facility Identifier, Source, Grid_No, Feature_Type, ID, and Asset Status. EKI suggests that the City merge EKI's attributes with the newly added features and delete duplicates as appropriate. Maintaining the same facility ID for the same feature would help us streamline system updates in the hydraulic model.

Source	Grid_No	Feature_Type	ID	Current Replacement Cost	AssetStatus
Andy Kom	J13	PWMA	6534	<Null>	Active
<Null>	<Null>	<Null>	<Null>	<Null>	<Null>

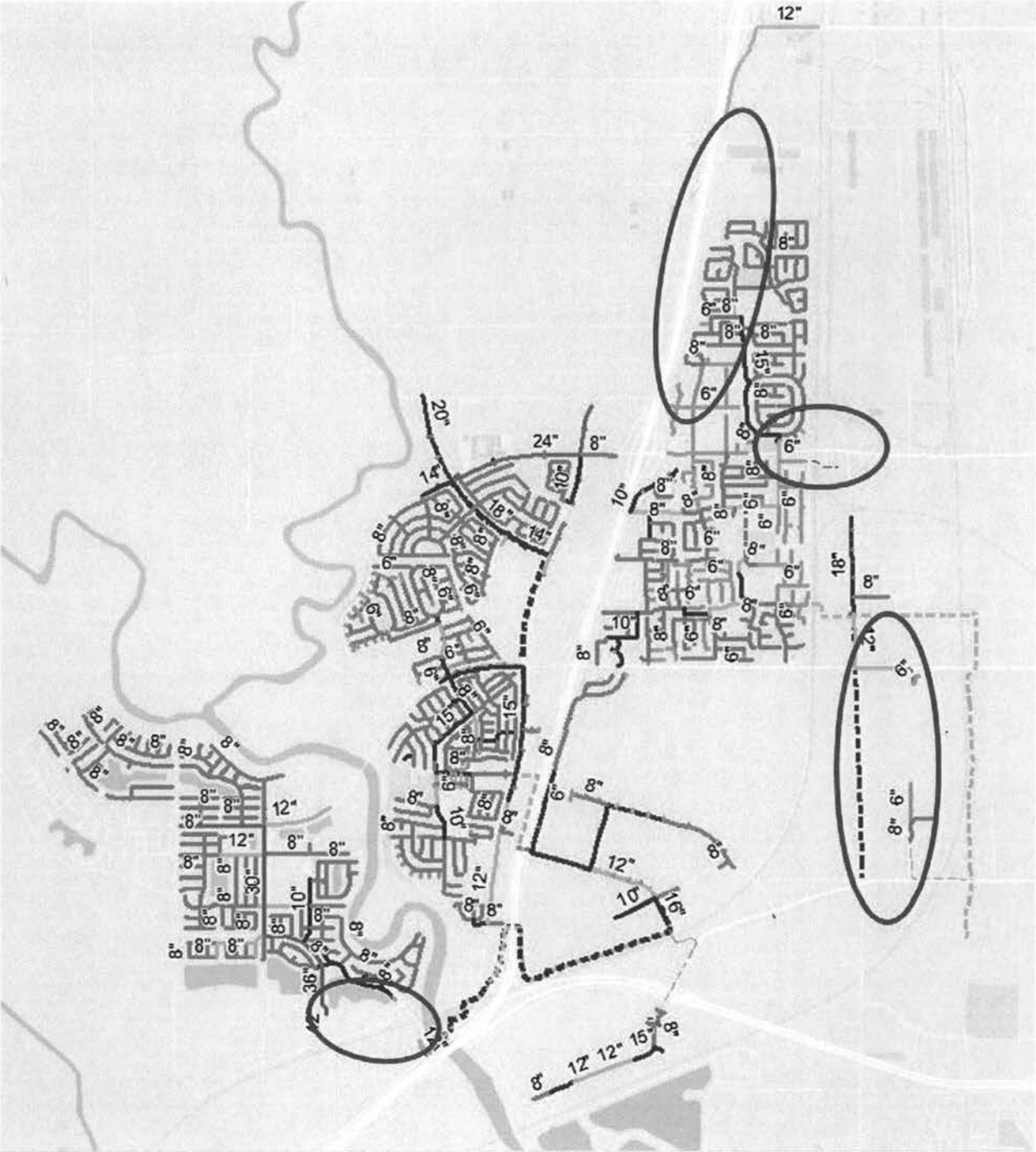


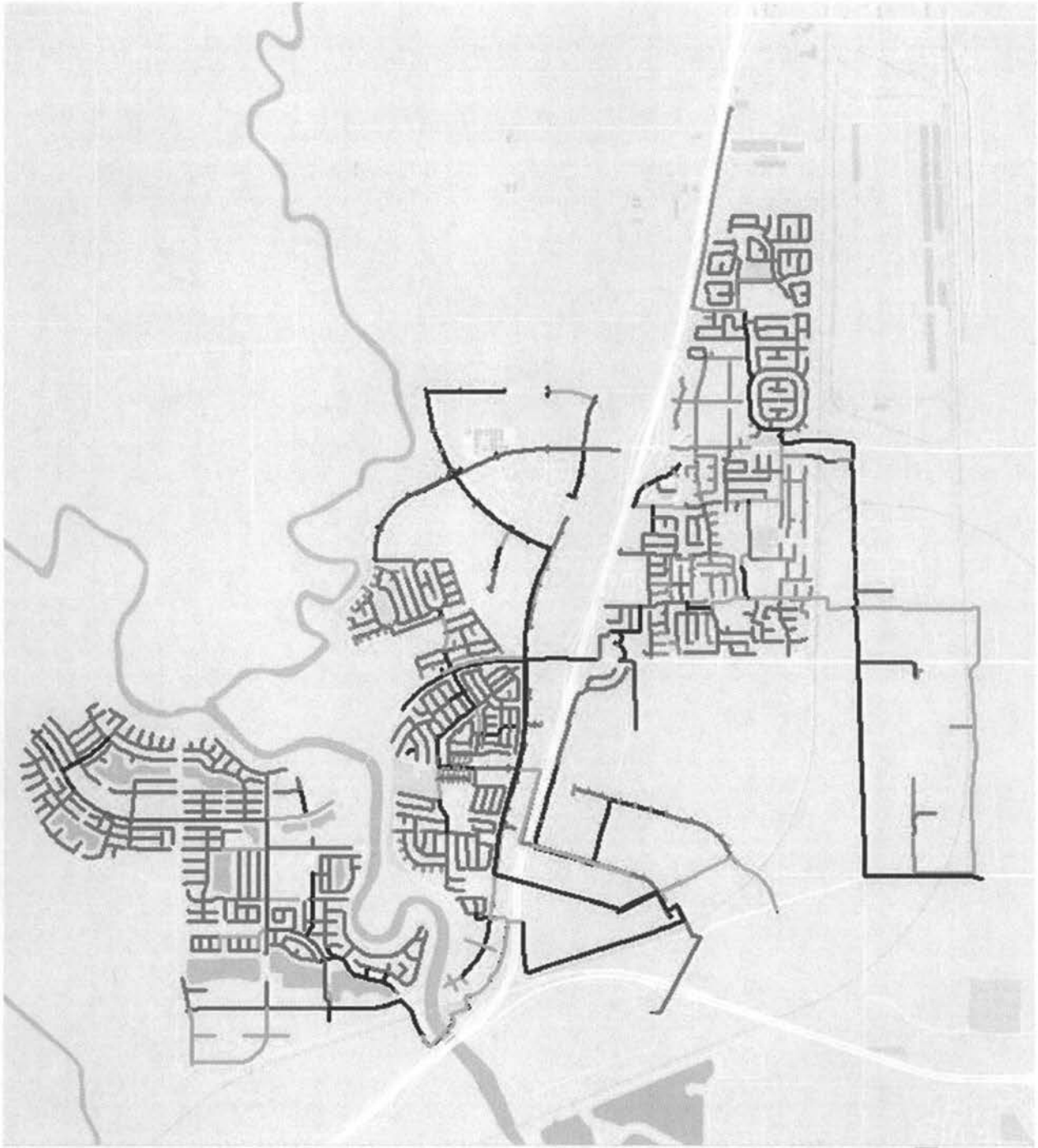
Wastewater system

During the geodatabase update for the prior IWRMP, EKI superseded ss_GravityMain and ss_PressurizedMain with ss_Main (i.e., merged two layers into a single layer) and superseded ss_Manhole and ss_Fitting with ss_Node. EKI merged these layers because the hydraulic model takes all pipelines, including gravity main and pressurized mains, as a single layer; and likewise for manholes and fittings. EKI provided the updated ss_Main and ss_Node layers to the City on 7 October 2020.

It appears that the City merged EKI's updates with its original ss_GravityMain, ss_PressurizedMain, ss_Manhole, ss_Fitting layers, added post-2019 improvements to these four layers, but kept EKI's 2020 ss_Main and ss_Node layers in its geodatabase. The City should select one set of layers to update, delete duplicate layers, and reconcile the following:

- The ss_PressurizedMain file is outdated and missing EKI's 2020 updates. By a quick visual comparison, the following features are missing or not updated. EKI suggests the City conduct a comparison between the ss_PressureMain and the ss_Main file if the City wishes to continue updating the ss_PressureMain layer.





- Improvements were added to the ss_GravityMain, ss_PressurizedMain, ss_Manhole, and ss_Fitting layers where there are duplicate datasets in the ss_Main and ss_Node. EKI understands that the added and updated features reflect the final improvements accepted by the City. However, feature attributes including facility ID, status, and upstream and downstream invert

elevations are not added to the features. If the City wishes to continue updating the ss_GravityMain, ss_PressurizedMain, ss_Manhole, and ss_Fitting layers, EKI suggests that the City merge the facility IDs from the ss_Main and ss_Node layers and populate final upstream and downstream invert elevations in the features. Maintaining the same facility ID for the same feature would help us streamline system updates in the hydraulic model.

Attachments

Attachment A: Asbuilt Drawing Tracking Table (Electronic Copy)

Client/Address: City of Lathrop
390 Towne Centre Drive,
Lathrop, CA 95330



Proposal/Agreement Date: 17 November 2022

EKI Proposal/Project # C20094

SCHEDULE OF CHARGES FOR EKI ENVIRONMENT & WATER, INC.

2 January 2022

<u>Personnel Classification</u>	<u>Hourly Rate</u>
Officer and Chief Engineer-Scientist	307
Principal Engineer-Scientist	296
Supervising I, Engineer-Scientist	286
Supervising II, Engineer-Scientist	276
Senior I, Engineer-Scientist	265
Senior II, Engineer-Scientist	255
Associate I, Engineer-Scientist	244
Associate II, Engineer-Scientist	230
Engineer-Scientist, Grade 1	214
Engineer-Scientist, Grade 2	202
Engineer-Scientist, Grade 3	185
Engineer-Scientist, Grade 4	165
Engineer-Scientist, Grade 5	145
Engineer-Scientist, Grade 6	128
Project Assistant	130
Technician	116
Senior GIS / Database Analyst	150
CADD Operator / GIS Analyst	133
Senior Administrative Assistant	147
Administrative Assistant	115
Secretary	96

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus ten percent (10%) for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
- c. Rented vehicles, local public transportation and taxis, travel, and subsistence.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.

A Communication charge for e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying will be charged at a rate of 4% of labor charges. Large volume copying of project documents, e.g., bound reports for distribution or project-specific reference files, will be charged as a project expense as described above.

Reimbursement for company-owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of sixty cents (\$0.60) per mile. The rate for company-owned trucks and four-wheel drive vehicles will be seventy-five cents (\$0.75) per mile. There will be an additional charge of thirty dollars (\$30.00) per day for vehicles used for field work. Reimbursement for use of personal vehicles will be at the federally allowed rate plus fifteen percent (15%).

CADD Computer time will be charged at twenty dollars (\$20.00) per hour. In-house material and equipment charges will be in accordance with the current rate schedule or special quotation. Excise taxes, if any, will be added as a direct expense.

Rate for professional staff for legal proceedings or as expert witnesses will be at a rate of one and one-half times the Hourly Rates specified above.

The foregoing Schedule of Charges is incorporated into the Agreement for the Services of EKI Environment & Water, Inc. and may be updated annually.

Attachment C - Budget Estimate for Proposed Scope of Work
Geodatabase Update for the Lathrop IWRMP Amendment
 City of Lathrop, California

TASKS	EKI Labor					TOTAL EKI Labor, including 4% Comm. Charge (1)	Expenses	TOTAL
	CAD/ GIS	G4 Staff Engineer - Jordan Gans	G4 Staff Engineer - Yuqing Gao	ASC II - Tina Wang, PE, Project Eng/Deputy PM	ASC I - Jonathan Sutter, PE, PM/QAQC		TOTAL EXPENSES (1)	(\$)
Task 1 Update Water System Geodatabase	133	165	165	230	276	(\$)	(\$)	(\$)
Resolve discrepancies			16	1		\$2,985	\$0	\$2,985
Add missing features and records	8	40		6	1	\$9,693	\$0	\$9,693
Add hydrant locations	4	16			1	\$3,586	\$0	\$3,586
Apply unique ID system		6		1		\$1,269	\$0	\$1,269
Remove water system duplicate datasets	16		36	4	1	\$9,635	\$0	\$9,635
Project management and communications			6	4	2	\$2,560	\$0	\$2,560
Subtotal	28	0	120	16	5	\$29,727	\$0	\$29,700
Task 2 Update Wastewater System Geodatabase								
Resolve discrepancies		16		1		\$2,985	\$0	\$2,985
Add missing features and records	16	64		8	1	\$15,396	\$320	\$16,036
Apply unique ID system		6		1		\$1,269	\$0	\$1,269
Reconcile system elevation datum		6		2	1	\$1,795	\$0	\$1,795
Add wastewater system invert elevations		40		4		\$7,821	\$0	\$7,821
Remove wastewater system duplicate datasets	16	36		4	1	\$9,635	\$0	\$9,635
Project management and communications		6		6	2	\$3,039	\$0	\$3,039
Subtotal	32	174	0	26	5	\$41,939	\$300	\$42,600
Task 3 Update Recycled Water System Geodatabase								
Update distribution system features (pipes, pumps)			4	1		\$926	\$0	\$926
Review and update ponds and spray fields			2			\$343	\$0	\$343
Review and update recycled water hydrant locations			8	1		\$1,612	\$0	\$1,612
Refine landscape irrigation areas in CLSP and Mossdale	16		24	8	2	\$8,819	\$320	\$9,459
Update total RI landscape irrigation acreage			8	4	2	\$2,904	\$0	\$2,904
Project management and communications			4	4	1	\$1,930	\$0	\$1,930
Subtotal	16	0	50	18	5	\$16,534	\$400	\$17,200
TOTAL:	76	174	170	60	15	\$88,200	\$700	\$89,500

Notes:

(1) A communications charge of 4% of labor costs covers e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying.

(2) "Other Direct Costs" includes direct expenses, as listed below, incurred in connection with the work and will be reimbursed at cost plus ten percent (10%) for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.

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ITEM 4.10

CITY MANAGER'S REPORT FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **AUTHORIZE FUNDING OF ONE (1) POLICE LIEUTENANT AND ONE (1) ADDITIONAL SCHOOL RESOURCE OFFICER FOR THE LATHROP POLICE DEPARTMENT, AMEND COMMUNITY SERVICES SUPERVISOR JOB DESCRIPTION, AND APPROVE RELATED BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Authorizing the Funding of One (1) Lieutenant Position, One (1) Additional School Resource Officer, Amending the Job Description of the Community Service Supervisor, Amending the Position Control Roster, and Approving the Related Budget Amendment**

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

SUMMARY:

The Lathrop Police Department launched on June 29, 2022 with 35 sworn police positions. Currently, the department runs 5 shifts that includes 1 Sergeant and 3 Officers per shift. The remaining positions include: 1 Chief, 2 Commanders, 3 K-9 Officers, 3 School Resource Officers, 1 Community Resource Officer, 2 Detectives, 1 Detective Sergeant and 2 Traffic Officers. During the January 9, 2023 Council Meeting, the City Council approved an additional five (5) sworn officer positions and approved the extension of the Sworn Compensation Plan to 12/31/2023. The City Council also provided direction for staff to evaluate the current police department staffing structure and service levels to ensure the public receives high levels of customer service and community programs aimed to promote public safety and quality of life and bring back to Council for approval.

Staff has identified the need to add a Police Lieutenant and a School Resource Officer to our position roster. The police department is currently divided into two Divisions; Operations and Support Services, which are managed by Police Commanders reporting directly to the Chief of Police. The Operations Commander provides direction and leadership to patrol personnel and oversee critical administrative responsibilities such as staffing, scheduling, policy, etc. The request of the Police Lieutenant will add a mid-management level to the Operations Division. This position will have direct oversight to the department's five (5) Patrol Sergeants and assist the Operations Commander with the day to day needs of the Patrol Unit operations. Moreover, the Lieutenant will directly provide much needed mentorship, direction, and leadership to our supervisors allowing the Operations Commander to have better oversight of his entire division.

FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING

AUTHORIZE FUNDING OF ONE (1) LIEUTENANT POSITION AND ONE (1) ADDITIONAL SCHOOL RESOURCE OFFICER FOR THE LATHROP POLICE DEPARTMENT, AMEND COMMUNITY SERVICES SUPERVISOR JOB DESCRIPTION, AND RELATED BUDGET AMENDMENT

Under the Support Services Division, the department currently has three (3) School Resource Officers (SRO) that divide their time between six (6) K-8 elementary schools and one (1) high school within city limits. With the opening of a second high school during this school year, an additional SRO position is being requested provide coverage to the new school site.

The estimated annual salary cost for the Police Lieutenant and School Resource Officer is \$417,000, the estimated one-time cost for a new vehicle is \$70,000 and \$15,000 for equipment and outfitting.

Additionally, the Community Services Supervisor job description is being amended to remove the P.C. 832 POST Certificate requirement, as this requirement is related to sworn classifications and is not required to perform the duties of the position.

Staff recommends Council authorize the funding of the Police Lieutenant and School Resource Officer from Measure C, amend the position control roster, amend the Community Service Supervisor’s job description, and approve related budget amendment. A budget amendment will be needed for Fiscal Year 2022/23 in the amount of \$330,000 (\$235,000 salaries (4 months) + \$10,000 signing bonus + \$15,000 equip + \$70,000 vehicle).

BACKGROUND:

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

The Lathrop Police Department launched on June 29, 2022, with 35 sworn police positions. Currently, the department runs 5 shifts that includes 1 Sergeant and 3 Officers per shift. The remaining positions include: 1 Chief, 2 Commanders, 3 K9 Officers, 3 School Resource Officers, 1 Community Resource Officer, 2 Detectives, 1 Detective Sergeant and 2 Traffic Officers.

During the January 9, 2023 Council Meeting, Council approved an additional five (5) sworn officer positions and provided direction to staff to evaluate if additional positions are needed in the police department to lower the response times for priority calls for service and ensure that there is sufficient coverage for the Lathrop community. Staff has identified the need for a Police Lieutenant and an additional School Resource Officer.

FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING**AUTHORIZE FUNDING OF ONE (1) LIEUTENANT POSITION AND ONE (1) ADDITIONAL SCHOOL RESOURCE OFFICER FOR THE LATHROP POLICE DEPARTMENT, AMEND COMMUNITY SERVICES SUPERVISOR JOB DESCRIPTION, AND RELATED BUDGET AMENDMENT**

The department is currently divided into two Divisions: Operations and Support Services. The two major Divisions are overseen and managed by the Chief and the two Commanders. The Operations Division carries critical administrative responsibilities that are in addition to managing the different Units that include Patrol Unit, K-9 Team, Drone Team, Traffic Unit, SWAT Team, Honor Guard Unit, Field Training Officers, Community Service Officers, and Animal Control Unit. The administrative responsibilities in the Operations Division include training, media and public engagement, conducting misconduct investigations, use of force investigations, various internal audits, and overseeing legislative changes that include the State's Racial and Identity Profiling Act (RIPA), Assembly Bill 481, and SB 2 Peace Officer Certification Civil Rights. The addition of the Police Lieutenant will allow for restructuring of the department supervision and add a mid-management rank to the Operations Division that will primarily oversee the Patrol Sergeants and provide direction, mentorship, and leadership to the different teams. This position will help to provide focus to the calls for service and lowering the critical priority response call times.

Under the Support Services Division, the police department currently has three (3) School Resource Officers (SRO) that divide their time between the six (6) K-8 elementary schools and one (1) high school within the City limits. With the opening of second high school in the upcoming 23/24 school year, an additional SRO position is needed to ensure that there is adequate coverage to protect the students at all Lathrop Schools.

REASON FOR RECOMMENDATION:

Staff has identified the need to add one (1) Police Lieutenant and one (1) additional School Resource Officer. The Police Lieutenant will serve as the primary supervisor for the five (5) Patrol Sergeants and provide direction, mentorship, and leadership to the different teams in the Operations Division. This position will help to provide focus to the calls for service and lowering the critical priority response call times. With the opening of a new high school this school year, an additional School Resource Officer is needed to ensure that there is adequate staffing to protect the students in the Lathrop community. Additionally, the Community Services Supervisor job description is being amended to remove the P.C. 832 POST Certificate requirement, as this requirement is related to sworn classifications only. For those reasons, Staff recommends the City Council authorize the funding of one (1) Police Lieutenant and one (1) additional School Resource Officer positions from Measure C, amend the Position Control Roster, amend the Community Services Supervisor job description, and approve the related Budget Amendment.

CITY MANAGER’S REPORT **PAGE 4**
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
AUTHORIZE FUNDING OF ONE (1) LIEUTENANT POSITION AND ONE (1)
ADDITIONAL SCHOOL RESOURCE OFFICER FOR THE LATHROP POLICE
DEPARTMENT, AMEND COMMUNITY SERVICES SUPERVISOR JOB
DESCRIPTION, AND RELATED BUDGET AMENDMENT

CEQA STATUS:

Staff has determined that the item is not a project as defined in Section 15378 of the State CEQA Guidelines.

FISCAL IMPACT:

Staff requests City Council approve a budget amendment transferring \$330,000 from Measure C Funds (1060) to the General Fund (1010). The overall fiscal impact for Fiscal Year 2022/23 is \$330,000, and the future expenses will be incorporated into the biennial budget process:

<u>Increase Transfer Out</u>		
1060-9900-990-9010		\$330,000
 <u>Increase Transfer In</u>		
1010-9900-393-000		\$330,000
 <u>Increase Expenditures</u>		
1010-4030-410-1100	Salaries	\$235,000
1010-4030-410-1150	Signing Bonus	\$ 10,000
1010-4030-430-3700	Equipment	\$ 15,000
1010-4030-450-3000	Vehicles	\$ 70,000

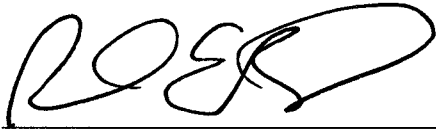
ATTACHMENTS:

- A. A Resolution Authorizing the Funding of One (1) Police Lieutenant, One (1) Additional School Resource Officer, Amending the Community Service Supervisor Job Description, Amending the Position Control Roster, and Approving Related Budget Amendment
- B. Amended Position Control Roster 02/13/2023
- C. Amended Community Service Supervisor Job Description

CITY MANAGER'S REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
AUTHORIZE FUNDING OF ONE (1) LIEUTENANT POSITION AND ONE (1)
ADDITIONAL SCHOOL RESOURCE OFFICER FOR THE LATHROP POLICE
DEPARTMENT

PAGE 5

APPROVALS:



Raymond Bechler
Police Chief

2/9/23

Date



Cari James
Director of Finance

2/9/23

Date



Salvador Navarrete
City Attorney

2-9-2023

Date

 FOR

Stephen J. Salvatore
City Manager

2-9-2023

Date

RESOLUTION NO. 23 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING THE FUNDING OF ONE (1) LIEUTENANT POSITION, ONE (1) ADDITIONAL SCHOOL RESOURCE OFFICER, AMENDING THE JOB DESCRIPTION OF THE COMMUNITY SERVICE SUPERVISOR, AMENDING THE POSITION CONTROL ROSTER, AND APPROVING THE RELATED BUDGET AMENDMENT

WHEREAS, the Lathrop Police Department launched on June 29, 2022, with 35 sworn police positions; and

WHEREAS, currently the department runs 5 shifts that includes 1 Sergeant and 3 Officers per shift. The remaining positions include: 1 Chief, 2 Commanders, 3 K-9 Officers, 3 School Resource Officers, 1 Community Resource Officer, 2 Detectives, 1 Detective Sergeant and 2 Traffic Officers; and

WHEREAS, during the January 9, 2023 Council Meeting, the City Council approved an additional five (5) sworn officer positions and approved the extension of the Sworn Compensation Plan to 12/31/2023; and

WHEREAS, the City Council provided direction for staff to evaluate the current police department staffing structure and service levels to ensure the public receives high levels of customer service and community programs aimed to promote public safety and quality of life; and

WHEREAS, staff has identified the need to add a Police Lieutenant and an additional School Resource Officer; and

WHEREAS, the department is currently divided into two Divisions: Operations and Support Services, which are managed by Police Commanders reporting directly to the Chief of Police; and

WHEREAS, the request of the Police Lieutenant will add a mid-management level position to the Operations Division, this position will have direct oversight of the five (5) Patrol Sergeants and assist the Operations Commander with the day-to-day needs of the Patrol Unit operations ; and

WHEREAS, the department currently has three (3) School Resource Officers (SRO) that divide their time between six (6) K-8 elementary schools and one (1) high school within city limits; and

WHEREAS, with the opening of a second high school, an additional SRO position is being requested to provide coverage to the new school site; and

WHEREAS, the estimated annual salary cost for the Police Lieutenant and School Resource Officer is \$417,000, the estimated one-time cost for a new vehicle is \$70,000, \$15,000 for equipment and outfitting; and

WHEREAS, the two positions will be funded from Measure C (Fund 1060); and

WHEREAS, the Community Services Supervisor job description is being amended to remove the P.C. 832 POST Certificate requirement, as this requirement is related to for sworn classifications and it is not required to perform the duties of the position; and

WHEREAS, the activity is not a Project as defined in Article 20, §15378 of the California Environmental Quality Act (CEQA) Guidelines;

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve the following budget amendment transferring \$330,000 from Measure C Funds (1060) to the General Fund (1010) for FY 22/23 to fund the Police Lieutenant position and the additional School Resource Officer, amend the Community Service Supervisor’s job description, and amend the Position Control Roster to include these positions:

<u>Increase Transfer Out</u>		
1060-9900-990-9010		\$330,000
 <u>Increase Transfer In</u>		
1010-9900-393-000		\$330,000
 <u>Increase Expenditures</u>		
1010-4030-410-1100	Salaries	\$235,000
1010-4030-410-1150	Signing Bonus	\$ 10,000
1010-4030-430-3700	Equipment	\$ 15,000
1010-4030-450-3000	Vehicles	\$ 70,000

The foregoing resolution was passed and adopted this 13th day of February 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

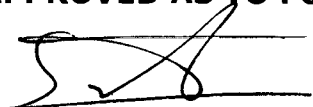
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ATTACHMENT B

Budget for Fiscal Year 22/23

	2022/23 Adopted	2022/23 Amended 11/08/21	2022/23 Amended 03/14/22	2022/23 Amended 05/16/22	2022/23 Amended 07/11/22	2022/23 Amended 10/10/22	2022/23 Amended 01/09/23	2022/23 Amended 02/13/23
CITY ATTORNEY								
City Attorney								
Administrative Assistant I/II/III	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
City Attorney	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Legal Secretary	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Administrative Assistant	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
CITY ATTORNEY - Total	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
CITY CLERK								
City Clerk								
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Director of Government Services/City Clerk	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Total	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
CITY CLERK - Total	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
CITY MANAGER								
City Manager								
Assistant City Manager	0.00	0.00	0.00	0.25	0.25	0.25	0.25	0.25
City Engineer	0.15	0.15	0.00	0.00	0.00	0.00	0.00	0.00
City Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Director of Government Services/City Clerk	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Economic Development Administrator	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total	2.65	2.65	2.50	2.75	2.75	2.75	2.75	2.75
CITY MANAGER - Total	2.65	2.65	2.50	2.75	2.75	2.75	2.75	2.75
COMMUNITY DEVELOPMENT								
Planning								
Administrative Assistant I/II/III	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33
Assistant Community Development Director	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Associate Planner	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Director of Community Development	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Principal Planner	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
Senior Administrative Assistant	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
Senior Planner	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Total	4.33	4.33	5.33	5.33	5.33	5.33	5.33	5.33
COMMUNITY DEVELOPMENT - Total	4.33	4.33	5.33	5.33	5.33	5.33	5.33	5.33

Budget for Fiscal Year 22/23

	2022/23 Adopted	2022/23 Amended 11/08/21	2022/23 Amended 03/14/22	2022/23 Amended 05/16/22	2022/23 Amended 07/11/22	2022/23 Amended 10/10/22	2022/23 Amended 01/09/23	2022/23 Amended 02/13/23
FINANCE								
Finance								
Accountant I/II	1.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00
Accounting Manager	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
Accounting Specialist I/II/Technician	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00
Administrative Technician I/II	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Customer Service Representatives I/II	0.00	0.00	5.00	5.00	5.00	5.00	5.00	5.00
Customer Service Supervisor	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Deputy Finance Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Director of Finance	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Finance Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Management Analyst I/II	0.50	0.50	2.00	2.00	2.00	2.00	2.00	2.00
Senior Administrative Assistant	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
Senior Customer Service Representative	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Accountant	0.00	0.00	0.50	0.50	0.50	0.50	0.50	0.50
Senior Management Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total	13.50	14.50	14.50	14.50	14.50	14.50	14.50	14.50
FINANCE - Total	13.50	14.50	14.50	14.50	14.50	14.50	14.50	14.50
HUMAN RESOURCES								
Human Resources								
Human Resources Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Human Resources Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
HR Analyst I/II	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
HR Technician	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Administrative Assistant	0.00	0.00	0.00	1.00	1.00	0.00	0.00	0.00
Total	2.00	3.00	3.00	4.00	4.00	3.00	3.00	3.00
HUMAN RESOURCES - Total	2.00	3.00	3.00	4.00	4.00	3.00	3.00	3.00
INFORMATION TECHNOLOGY								
Information Technology								
Administrative Assistant I/II/III	0.50	0.50	0.00	0.00	0.00	0.00	0.00	0.00
Director of Information Systems	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Chief Information Officer	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Information Technology Technician	0.00	0.00	0.00	0.00	0.00	1.00	1.00	1.00
Information Technology Engineer I/II/III	3.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Management Analyst I/II	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Total	4.50	6.50	8.00	8.00	8.00	9.00	9.00	9.00
INFORMATION TECHNOLOGY - Total	4.50	6.50	8.00	8.00	8.00	9.00	9.00	9.00
POLICE DEPARTMENT								
Sworn								
Police Chief	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Police Commander	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Police Officer	19.50	19.50	19.50	21.50	21.50	21.50	26.50	26.50
Police Sergeant	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Total	27.50	27.50	27.50	29.50	29.50	29.50	34.50	34.50
Non-Sworn								
Crime & Intelligence Analyst	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
Police Records Assistant I/II	0.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00

Budget for Fiscal Year 22/23

	2022/23 Adopted	2022/23 Amended 11/08/21	2022/23 Amended 03/14/22	2022/23 Amended 05/16/22	2022/23 Amended 07/11/22	2022/23 Amended 10/10/22	2022/23 Amended 01/09/23	2022/23 Amended 02/13/23
Police Records Supervisor	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Property & Evidence Technician	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total	0.00	5.00	4.00	4.00	4.00	4.00	4.00	4.00
Administration								
Management Analyst I/II	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Administrative Assistant	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00
Total	3.00	3.00	3.00	2.00	2.00	2.00	2.00	2.00
Community Services Division								
Community Services Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Community Services Officer I/II/III	3.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Administrative Assistant I/II/III	0.50	0.50	0.00	0.00	0.00	1.00	1.00	1.00
Animal Shelter Supervisor	0.00	0.00	0.00	0.00	0.00	1.00	1.00	1.00
Animal Services Assistant	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	5.50	7.50	6.00	6.00	6.00	8.00	8.00	8.00
POLICE DEPARTMENT - Total	36.00	43.00	40.50	41.50	41.50	43.50	48.50	48.50
MEASURE C								
Administrative Assistant I/II/III	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Deputy Dir of Parks, Recreation and Maint. Service	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
Recreation Leader	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Senior Recreation Leader	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total	3.90	3.90	2.90	2.90	2.90	2.90	2.90	2.90
Essential City Services - Contract Staff								
Deputy Sheriff II	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Deputy Sheriff II for Community Impact	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Deputy Sheriff II for Investigations	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Deputy Sheriff II for School Resource Off	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Deputy Sheriff II Patrol	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sergeant to serve as Supervisor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Essential City Services - Police Department								
Police Officer	4.50	4.50	4.50	4.50	4.50	4.50	4.50	5.50
Police Sergeant	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Police Lieutenant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00
Total	5.50	5.50	5.50	5.50	5.50	5.50	5.50	7.50
Lathrop Manteca Fire District								
Battalion Chiefs	1.98	1.98	1.98	1.98	1.98	1.98	1.98	1.98
Firefighters/Engineers	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00
Total	7.98	7.98	7.98	7.98	7.98	7.98	7.98	7.98
MEASURE C - Total	17.38	17.38	16.38	16.38	16.38	16.38	16.38	18.38

Budget for Fiscal Year 22/23

	2022/23 Adopted	2022/23 Amended 11/08/21	2022/23 Amended 03/14/22	2022/23 Amended 05/16/22	2022/23 Amended 07/11/22	2022/23 Amended 10/10/22	2022/23 Amended 01/09/23	2022/23 Amended 02/13/23
PARKS, RECREATION AND MAINTENANCE SERVICES								
Parks and Recreation								
Administrative Assistant I/II/III	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00
Director of Parks, Recreation and Maintenance Se	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Management Analyst I/II	1.25	1.25	0.00	0.00	0.00	0.00	0.00	0.00
Recreation Coordinator	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Recreation Leaders	8.55	8.55	8.55	8.55	8.55	8.55	8.55	8.55
Recreation Manager	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Recreation Supervisor	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00
Senior Accountant	0.00	0.00	0.25	0.25	0.25	0.25	0.25	0.25
Senior Administrative Assistant	0.00	0.00	0.00	0.00	0.00	1.00	1.00	1.00
Senior Recreation Leaders	4.35	4.35	4.35	4.35	5.00	6.00	6.00	6.00
Total	20.15	20.15	22.15	22.15	22.80	24.80	24.80	24.80
Maintenance Services								
Landscape and Irrigation Specialist	0.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00
Maintenance Services Supervisor	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Maintenance Worker I/II/III	9.00	10.00	10.00	10.00	9.00	9.00	9.00	9.00
Parks and Facilities Manager	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Streets and Maintenance Operation Manager	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Total	10.00	11.00	13.00	13.00	13.00	13.00	13.00	13.00
PARKS, RECREATION AND MAINTENANCE SERVICES -	30.15	31.15	35.15	35.15	35.80	37.80	37.80	37.80
PUBLIC SAFETY								
Administration								
Management Analyst I/II	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Police Services Manager	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Senior Administrative Assistant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract Staff								
Chief of Police	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Deputy Sheriff II for Com Resource Off	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Deputy Sheriff II for Investigations	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Deputy Sheriff II for Patrol	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Deputy Sheriff II for School Resource Off	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lieutenant to serve as Supervisor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sergeant to serve as Supervisor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PUBLIC SAFETY - Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PUBLIC WORKS								
Building								
Administrative Assistant I/II/III	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33
Assistant City Manager	0.00	0.00	0.00	0.32	0.32	0.32	0.32	0.32
Building Inspector I/II/III	2.00	2.00	2.00	2.00	2.00	3.00	3.00	3.00
Chief Building Official	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Permit and Plan Check Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Permit Technician	2.00	2.00	3.00	3.00	3.00	4.00	4.00	4.00
Total	6.33	6.33	7.33	7.65	7.65	9.65	9.65	9.65

Budget for Fiscal Year 22/23

	2022/23 Adopted	2022/23 Amended 11/08/21	2022/23 Amended 03/14/22	2022/23 Amended 05/16/22	2022/23 Amended 07/11/22	2022/23 Amended 10/10/22	2022/23 Amended 01/09/23	2022/23 Amended 02/13/23
Public Works								
Administrative Assistant I/II	2.34	2.34	2.34	2.34	2.34	2.34	2.34	2.34
Assistant City Manager	0.00	0.00	0.00	0.43	0.43	0.43	0.43	0.43
Assistant Engineer	1.00	1.00	3.00	3.00	3.00	3.00	3.00	3.00
Associate Engineer	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
City Engineer	0.85	0.85	1.00	1.00	1.00	1.00	1.00	1.00
Construction Inspector I/II	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Construction Inspector III	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Construction Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Director of Public Works	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Land Development Manager	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
Management Analyst I/II	0.25	0.25	1.00	1.00	1.00	1.00	1.00	1.00
Meter Reader	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00
Senior Accountant	0.00	0.00	0.25	0.25	0.25	0.25	0.25	0.25
Senior Administrative Assistant	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
Senior Civil Engineer	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00
Senior Construction Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Utility Operations Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Utility Operator I/II/III	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00
Utility Plant Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total	24.44	24.44	26.59	26.02	26.02	27.02	27.02	27.02
PUBLIC WORKS - Total	30.77	30.77	33.92	33.67	33.67	36.67	36.67	36.67
Grand Total	145.78	157.78	163.78	165.78	166.43	173.43	178.43	180.43
Total City Staff Positions	137.80	149.80	155.80	157.80	158.45	165.45	170.45	172.45
Total Contractual Positions	7.98	7.98	7.98	7.98	7.98	7.98	7.98	7.98
Total Funded Positions	145.78	157.78	163.78	165.78	166.43	173.43	178.43	180.43

City of Lathrop
Community Services Supervisor

CITY OF LATHROP
COMMUNITY SERVICES SUPERVISOR

Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications may not include all duties performed by individuals within a classification. In addition, specifications are intended to outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

DEFINITION:

Under general direction, administers, plans, organizes the day-to-day operations of the Neighborhood & Community Services Department Division, which includes Animal Services, Code Compliance, and Community Services Divisions. Identifies workflow improvements, resolves customer service issues, prepares and monitors contracts and RFP's, and serves as a technical resource to other City personnel. Attends various meetings as a representative of the City. Responsibilities include overseeing compliance operations related with Federal, State and local ordinances and laws; oversees staff managing community outreach programs and educational services related to various community services in support of assigned divisions; performs complex inspections of residential, commercial, and industrial properties and transient businesses to determine compliance with applicable federal, state, and local codes, laws, regulations, and ordinances relating to maintenance of properties and structures and business licensing; initiates enforcement action and issues citations and notices; supervises special projects; coordinates the City's contracts for the sheltering, care and treatment of animals; provides work direction and lead supervision; performs other related duties as required by the department head, or his or her designee.

DISTINGUISHING CHARACTERISTICS:

The Community Services Supervisor is a single position classification in which the incumbent is expected to perform the full scope of supervisory duties and provide technical and general advice and guidance to subordinates.

SUPERVISION RECEIVED/EXERCISED:

Receives direction and supervision from the assigned Department Head, or designee.

Deleted: Direction and supervision may also come from the City Manager, his or her designee or assigned Department Head.

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

Animal Services Division

- Knowledge of techniques, principals and procedures for planning, scheduling, assigning, evaluating and monitoring daily activities and operations of animal services, activities and field work; reports to the assigned department head or or designee periodically on individual and team work accomplishments, problems, work processes and training needs.
- Knowledge and responsible for enforcement of Federal, State and City laws, codes, ordinances, policies and procedures relevant to animal services to include the use of animal services procedures, humane treatment and handling of animals; knowledge of proper use of relevant equipment, secure storage and disposal of controlled substances and supplies.
- Responds to and monitors calls for service from the public; impounds animals and delivers them to the animal shelter; ensures compliance with established safety practices and procedures.

Deleted: Community Services Supervisor,

Deleted: assigned department head

City of Lathrop
Community Services Supervisor

- Knowledge of interviewing and investigative techniques, procedures, and principals, issuance of citations and warning notices, and practices of proper case management. Prepares and maintains records and reports; writes and submits reports for prosecution, appears and testifies in court; serves as an expert witness in court on matters pertaining to violations of animal control laws.
- Conducts humane and dangerous animal investigations or assists investigations performed by other officers; recommends actions to be taken by the department regarding the continued maintenance of declared dangerous dogs; impounds repeat offending dangerous dogs and/or issues citations to owners/custodians.
- Responds to and investigates complaints concerning possible violations of animal control laws. Issues citations for violations of animal control and licensing laws.
- Captures and impounds stray, injured, unlicensed, aggressive, or biting animals, euthanizes severely injured animals in the field, as permitted by law; properly cares for impounded or quarantined animals; releases animals under appropriate circumstances. Consults with veterinarians regarding the proper treatment of injured or ill animals; euthanizes animals and maintains records of the euthanizations.
- Assists the public in retrieving or adopting animals; picks up and disposes of deceased animals; provides public education and events on pet owner responsibilities and safe and humane methods of animal care; addresses citizens' concerns involving complaints; conducts repeat investigations of nuisance complaints; attempts to remedy or correct problems in a positive and safe manner; answers questions regarding animal services regulations.

Code Compliance Division

- Knowledge of techniques, principals and procedures for planning, scheduling, assigning, evaluating and monitoring daily activities and operations of code compliance services, activities and field work; reports to Community Services Supervisor, or assigned department head periodically on individual and team work accomplishments, problems, work processes and training needs.
- Knowledge and responsible for enforcement of Federal, State and City laws, codes, ordinances, policies and procedures relevant to Uniform Housing Codes and municipal codes to ensure the health, safety and welfare of the public; keeps informed of changes and new legislation pertaining to municipal codes and related regulations.
- Interprets codes and regulations; explains required inspections and construction requirements; advises owners on matters related to building permits; investigates and resolves building and related complaints; maintains records and files of inspections made and actions taken.
- Conducts field inspections to check for code violations, including building, zoning, ordinances, weed abatement, and business licensing; conducts inspections of existing buildings to determine hazardous conditions; prepares warning letters to negligent owners or contractors, and carries negligent cases through prosecution in situations of non-compliance; coordinates activities with other departments and outside agencies; writes citations as necessary.
- Investigates more complex nuisance complaints and addresses public questions; meets with owners or residents; prepares related correspondence; looks for construction or alterations being performed without proper building permits.
- Drafts recommendations for changes in inspection related policies; prepares building inspection and code compliance reports; prepares legal forms and correspondence; makes presentations to staff, committees, and the public.

City of Lathrop
Community Services Supervisor

Community Services Division

- Knowledge of techniques, principals and procedures for planning, scheduling, assigning, evaluating and monitoring daily activities and operations of community services, activities and public safety field work; reports to department head periodically on individual and team work accomplishments, problems, work processes and training needs.
- Manages the development, operation, coordination, and execution of community services programs; the organization and conduct of special events and/or programs related to public safety outreach; and specialized community services programs and services for groups or individuals; and performs related work as assigned. Such as, but not limited to: Youth Programs (Drug Abuse Resistance Education (D.A.R.E.), Youth Academy, Every 15 minutes, Bicycle Rodeos, and Partnership with Youth Advisory Committee), Community Engagement Programs (Citizen's Academy, Neighborhood Watch, National Night Out, Beautification Day, DEA Drug Take Back, Senior Awareness Programs, and Ride-Along-Program) and participate in other assigned Community Events in conjunction with Police Services and Parks & Recreation.
- Coordinates with internal departments, regional agencies, the public, community, and professional groups to promote community services programs and educational outreach materials on various public safety topics.

PHYSICAL, MENTAL, AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily office activities. The position also requires grasping, repetitive hand movement, and fine coordination in preparing reports and data using a computer keyboard. Additionally, the position requires near and far vision in reading correspondence and statistical data and using a computer. Acute hearing is required when providing phone and personal service. The need to lift, drag and push files, paper and documents weighing up to 25 pounds, as well as speech sufficient to communicate in group settings without the aid of a microphone, is also required.

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

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

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills, and ability necessary for a Community Services Supervisor. A typical way of obtaining the required qualifications is to possess the equivalent of:

Five years of technical experience in either the Animal Services, Code Compliance or Community Services Division for public safety, with at least two years of supervisory experience; and a high school diploma or equivalent. A bachelor's degree from an accredited college or university with major course work in human services, senior services, recreation, public administration, public safety or related field is highly desirable.

City of Lathrop
Community Services Supervisor

License/Certificate:

- Possession of a valid Class C California Driver's License is required and must be maintained during the entire term of employment in the job class; failure to possess or maintain the valid required license shall result in discipline up to and including termination of employment.
- Successful completions of First Aid & CPR certification courses within six (6) months of employment.
- Possession of, or the ability to obtain, a child abuse reporting certificate (Penal Code 11166.5), one (1) year of employment.
- Possession of, or the ability to obtain, Basic Code Enforcement Module completion certificate (International Code Council), within one (1) year of employment.

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

Knowledge of:

Modern principles, practices and techniques of supervision in the public sector; municipal records management and elections; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Learn California statutory law as it pertains to incidents commonly documented and/or encountered by Community Services Officers. Provide information and organize material in compliance with laws, regulations, policies and procedures; periodically attend evening or weekend meetings as required; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships. Ability to establish positive working relationships with representatives of community organizations, state/local agencies and associations, City management, staff and the public.

Skill to:

Operate an office computer systems, hardware and a variety of word processing and software applications; operate a variety of automated record keeping systems, standard office procedures and ability to clean and maintain assigned City vehicles and equipment.

HISTORICAL DATA

Amended: February 13, 2023 by Resolution: 23-

Adopted: June 3, 2021 by Resolution 21-4885

FLSA Status: Exempt

Bargaining Unit: LMCEA

Deleted: <#> Possession of, or the ability to obtain, a P.C. 832 P.O.S.T Certificate issued by the State of California, within eighteen (18) months of employment.¶

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ITEM 4.11

CITY MANAGER'S REPORT FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING

ITEM:	AUTHORIZE TASK ORDER NO. 6 WITH KNN PUBLIC FINANCE FOR MUNICIPAL ADVISORY SERVICES
RECOMMENDATION:	Adopt Resolution Authorizing Task Order No. 6 With KNN Public Finance for Municipal Advisory Services Related to the Potential Refinancing of Mossdale Village Refunding 2013 Series A
CEQA STATUS:	Not a Project as defined in Article 20, § 15378 of the California Environmental Quality Act (CEQA) Guidelines

SUMMARY:

In recent months, Staff has completed a refinancing analysis for the Mossdale Village Refinancing 2013, Series A (Mossdale CFD/AD Refinancing). Current market conditions are such that the 2013 Bonds can be refinanced by the issuance of refunding bonds that will have a lower interest rate and cause a corresponding reduction of debt service payments. The existing obligations currently consist of approximately \$12.9 million in outstanding principal, has a final maturity date of September 2, 2035 and has an average remaining interest rate of 5.57%.

Based on a current market analysis, the City has the opportunity to refinance the Mossdale CFD/AD Refinancing. Based on current and recent market conditions, it is estimated that a refinancing would have net present value savings (NPV), net of issuance costs, of approximately \$1.1 to \$1.5 million and an average annual savings per household of \$63 to \$82 for property located in both districts.

In order to begin the refinancing process, the City needs to obtain professional assistance in the form of financial advisory services. The City has worked with KNN Public Finance (KNN) on many bond issuances and refinancings in the past and they are very familiar with the City. KNN has submitted Task Order No. 6 to provide Municipal Advisory Services to the City and assist with the refinancing of the Mossdale CFD/AD Refinancing. Task Order No. 6 includes three (3) financing options:

1. Direct Purchase/Private Placement - \$61,500
2. Public Offering without credit rating - \$76,500
3. Public Offering with credit rating - \$86,500

All three options will be reviewed and the City will select the best option that maximizes savings and/or locks in savings sooner, thereby reducing the risk that the expected savings level can't be achieved due to the potential for deteriorating market conditions. The authorization to proceed with the transaction and the related documents will come back to the City Council for approval at a later date.

**CITY MANAGER'S REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
AUTHORIZE TASK ORDER NO. 6 WITH KNN PUBLIC FINANCE**

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Staff recommends Council authorize Task Order No. 6 with KNN to provide Municipal Advisory Services related to the potential refinancing of the Mosssdale CFD/AD Refinancing. The fees above are contingent upon the successful pricing and closing of the transactions. All fees will be included in the cost of issuance fund funded from the proceeds of the debt refinancing.

BACKGROUND:

In 2003, the City issued Mosssdale Village Community Facilities District (CFD) 2003-1 and Mosssdale Assessment District 03-1, Series 2003 (Mosssdale Village Refinancing). The CFD portion of the debt was issued to construct the Mosssdale Landing and the Lathrop Station Urban Design Concept Projects share of the water delivery system established under the South County Surface Water Supply Project (SCSWSP) and the delivery of potable water facilities from the City's wells, including transmission and delivery facilities. The AD portion of the debt was to finance infrastructure improvements in the Mosssdale Village area including: offsite water supply, recycled water supply, sewer collection and storm drain piping, a 750,000 gallon per day membrane biological reactor wastewater treatment facility, offsite storm drain outfalls and retention and detention basins, a common water storage tank and a common sanitary sewer pumping station as well as all appurtenances and utility improvements necessary to support the infrastructure.

In 2013, the City refinanced both the Mosssdale CFD and the Mosssdale AD (Mosssdale CFD/AD Refinancing). The refinancing had a net present value savings (NPV) of \$1.03 million and saved residents an average of \$49 per year.

Based on a current market analysis, there is an opportunity to once again refinance the CFD and AD. Depending on market conditions, it is estimated that a refinancing will have NPV savings of approximately \$1.1 to \$1.5 million and an average annual savings per household of \$63 to \$82. The economics of the refinancing are also impacted by the fact that the 2013 bonds can be redeemed early with no redemption premium starting on September 2, 2023. In order to take advantage of no early redemption premium and to issue the refinancing bonds as tax-exempt, the refinancing bonds can close no sooner than early June.

There are many steps necessary to complete this transaction. Staff is targeting the following dates:

1. March 13, 2023 Council Meeting – Council to approve SB 1029 general debt policy
2. May 8, 2023 Council Meeting – Council to approve Refinancing
3. Early June 2023 – Close on Refinancing

**CITY MANAGER'S REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
AUTHORIZE TASK ORDER NO. 6 WITH KNN PUBLIC FINANCE**

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REASON FOR RECOMMENDATION:

The results of the refinancing will assist with the goal of keeping assessments rates stable for residents.

CEQA STATUS:

Staff has determined that the item is not a project as defined in Section 15378 of the State CEQA Guidelines.

FISCAL IMPACT:

Based on recent and current market conditions, it is estimated that a refinancing will have NPV savings of \$1.1 to \$1.5 million and an average annual savings per household of \$63 to \$82.

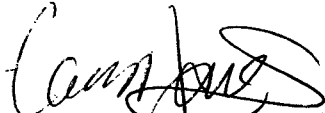
ATTACHMENTS:

- A. Resolution Authorizing Task Order No. 6 With KNN Public Finance for Municipal Advisory Services Related to the Potential Refinancing of Mossdale Village Refunding 2013 Series A
- B. Task Order No. 6 Agreement for Municipal Advisory Services KNN Public Finance

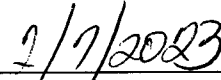
**CITY MANAGER'S REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
AUTHORIZE TASK ORDER NO. 6 WITH KNN PUBLIC FINANCE**

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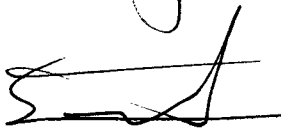
APPROVALS:



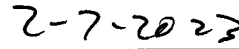
Cari James
Director of Finance



Date



Salvador Navarrete
City Attorney



Date



Stephen J. Salvatore
City Manager



Date

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
AUTHORIZING TASK ORDER NO. 6 WITH KNN PUBLIC FINANCE FOR
MUNICIPAL ADVISORY SERVICES RELATED TO THE POTENTIAL
REFINANCING OF MOSSDALE VILLAGE REFUNDING 2013 SERIES A**

WHEREAS, in 2003, the City issued Mosssdale Village Community Facilities District (CFD) 2003-1 and Mosssdale Assessment District 03-1, Series 2003 (Mosssdale Village Refunding); and

WHEREAS, the CFD portion of the debt was issued to construct the Mosssdale Landing and the Lathrop Station Urban Design Concept Projects share of the water delivery system established under the South County Surface Water Supply Project (SCSWSP) and the delivery of potable water facilities from the City's wells, including transmission and delivery facilities; and

WHEREAS, the AD portion of the debt was to finance infrastructure improvements in the Mosssdale Village area including: offsite water supply, recycled water supply, sewer collection and storm drain piping, a 750,000 gallon per day membrane biological reactor wastewater treatment facility, offsite storm drain outfalls and retention and detention basins, a common water storage tank and a common sanitary sewer pumping station as well as all appurtenances and utility improvements necessary to support the infrastructure; and

WHEREAS, in 2013, the City refinanced both the Mosssdale CFD and the Mosssdale AD (Mosssdale CFD/AD Refinancing). The refinancing had a net present value savings (NPV) of \$1.03 million and saved residents an average of \$49 per year; and

WHEREAS, based on a current market analysis, the City has the opportunity to refinance the Mosssdale CFD/AD Refinancing. Based on current and recent market conditions, it is estimated that a refinancing will have a net present value savings (NPV) of \$1.1 to \$1.5 million and an average annual savings per household of \$63 to \$82 for property located in both districts; and

WHEREAS, in order to begin the refinancing process, the City needs to obtain professional assistance in the form of financial advisory services. The City has worked with KNN Public Finance (KNN) on many bond issuances and refinancings in the past and they are very familiar with the City; and

WHEREAS, KNN has submitted Task Order No. 6 to provide Municipal Advisory Services to the City and assist with the refinancing of the Mosssdale CFD/AD Refinancing. Task Order No. 6 includes three (3) financing options:

1. Direct Purchase/Private Placement - \$61,500
2. Public Offering without credit rating - \$76,500
3. Public Offering with credit rating - \$86,500

WHEREAS, all three options will be reviewed and the City will select the best option that maximizes savings and/or locks in savings sooner, thereby reducing the risk that the expected savings level can't be achieved due to the potential for deteriorating market conditions. The authorization to proceed with the transaction and the related documents will come back to the City Council for approval at a later date.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby authorize Task Order No. 6 with KNN to provide Municipal Advisory Services related to the potential refinancing of the Mossdale CFD/AD Refinancing. The fees above are contingent upon the successful pricing and closing of the transactions. All fees will be included in the cost of issuance fund funded from the proceeds of the debt refinancing.

The foregoing resolution was passed and adopted this 13th day of February, 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

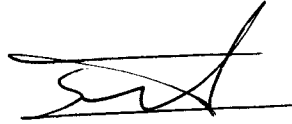
ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:



Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney



**Task Order No. 6 Pursuant to Master Agreement, Dated November 18, 2003
for
Municipal Advisory Services**

THIS TASK ORDER NO. 6, dated as of the ___ day of February, 2023 by and between CITY OF LATHROP, hereinafter "City" and KNN PUBLIC FINANCE, LLC, hereinafter "KNN".

WITNESSETH

WHEREAS, the City desires municipal financial advisory services in connection with the potential refinancing of the existing Lathrop Financing Authority Revenue Bonds (Mossdale Village Refundings), 2013 Series A ("Mossdale CFD/AD Refinancing"). The existing obligations currently consist of approximately \$12.91 million in outstanding principal, have a final maturity of September 2, 2035 and may be redeemed at the option of the City on any date at with a 30 day redemption notice, without an early redemption premium, beginning on September 2, 2023. The existing obligations do not have a credit rating from one of the major bond credit rating agencies. The City desires to pursue the Mossdale CFD/AD Refinancing in order to achieve debt service savings and, as a result, reduce the annual special taxes levied on the property within Community Facilities District No. 2003-1 (Mossdale Village) and the annual assessment installments levied on the property within in Reassessment District No. 2013-1 (Mossdale Village).

NOW, THEREFORE, the City and KNN agree as follows:

1. KNN acknowledges that it has a fiduciary duty to the City and agrees to act in the City's best interests. KNN agrees to work cooperatively with the City and other financing professionals to help execute and successfully complete the Mossdale CFD/AD Refinancing, including services as needed specified in **Exhibit A** of this Agreement.
2. KNN hereby confirms that it is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board (the "MSRB"). Under MSRB Rule G-23, KNN will not serve as underwriter for any bonds to be issued in a financing for which we are acting as the City's Municipal Advisor.
3. The City agrees that in consideration for the foregoing services to be performed by KNN, the City will do the following:
 - (a) The City will cooperate with KNN and will provide all information which is reasonably required to enable KNN to fulfill its duties to the City.
 - (b) The City will pass such ordinances and resolutions and perform such reasonable acts as may be necessary to assure compliance with all applicable laws, ordinances and constitutional provisions pertaining to the issuance of its securities and other related services.

(c) The City will pay KNN for services herein outlined and other services incidental hereto in accordance with **Exhibit B** of this Agreement.

4. KNN's services consist solely in providing expert and experienced assistance to municipalities as a Municipal Advisor and consultant. KNN does not render any legal, accounting or actuarial advice.

5. This Agreement is subject to the terms of the Master Agreement for Financial Advisory Services dated November 18, 2003, as subsequently amended, between the City and KNN and shall be deemed a Task Order under said Master Agreement.

6. This Agreement may be cancelled by either party upon 30 days written notices. Costs incurred by and fees due KNN for services performed prior to the cancellation date shall be due and payable upon submission of an invoice.

7. This Agreement shall end on the closing date of the bond transaction, unless otherwise discontinued per the provision described above, or extended by mutual agreement. Any extension notice shall stipulate the Agreement's revised expiration date. Notwithstanding the foregoing, KNN staff shall remain available to the City staff after the bond closing to answer routine questions regarding the refinancing, as provided in Exhibit A.

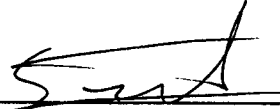
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CITY OF LATHROP

By _____
Stephen J. Salvatore, City Manager

Date: _____


APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Date: 2-2-2023

KNN PUBLIC FINANCE, LLC

DocuSigned by:

By _____
898870557A5475
Dan Cox, Director

Date: 1/31/2023

Exhibit A

Transactional Scope of Services

1. Provide preliminary and updated refunding analyses. Monitor the estimated savings level and advise City to the extent of significant adverse changes relative to prior estimates and/or savings thresholds. Provide City with costs of issuance estimates and identify any non-contingent costs.
2. Provide a preliminary evaluation of selling the refunding obligations through a private placement/direct purchase, which may include an informal solicitation of indications of interest in advance of a request for proposal process.
3. Assist the City in assembling the remaining components of the financing team, as necessary or requested (i.e., verification agent; underwriter, in the event of a public offering). It is contemplated that Jones Hall will serve as bond counsel and disclosure counsel (as applicable) and NBS Government Services, the City's current assessment and tax administrator, will serve as reassessment engineer and will provide the property data and tables with respect to the property in the community facilities district and reassessment district. It is initially contemplated that a special tax consultant may not be needed but if there is a need for such services, it is contemplated that Goodwin Consulting Group would serve in that role.
4. Prepare a distribution list and a timetable for the proposed financing in consultation with other financing team members; update both as needed.
5. Recommend or confirm the method of sale between a public offering or private placement/direct purchase.
6. If a private placement/direct purchase approach is pursued, preparation of a request for proposals and circulate to potential financing providers. Assist the City in evaluating the cost and other terms of each proposal and advise the City as to whether to continue to pursue a private placement/direct purchase with one provider or to pursue a public offering. For a direct purchase, it is not contemplated that the loan will meet certain regulatory requirements such that a placement agent will not be necessary.
7. Work with bond counsel and City staff in developing the initial form of documents for the refunding obligations.
8. Attend meetings/conference calls as requested by the City to discuss and formulate plans for the proposed financing and/or for document review. This may include meetings of the City Council where approval of the financing is considered.
9. Prepare various debt service and structuring analysis for the Mossdale CFD/AD Refinancing, and savings structures, and/or review debt service schedules and/or analyses prepared by the underwriter as applicable.

10. Advise and provide recommendations on any remaining structural features of the transaction, such as financial covenants, call features, etc.
11. Assist with staff reports and policy issues, including providing a draft debt policy (required by SB 1029).
12. Develop good faith estimates as required by State law.
13. Assist with the review and negotiation as needed of all bond and disclosure documents, as applicable, including but not limited to the Preliminary and Final Official Statement, Private Placement Memorandum, direct purchase documents, City Council Resolution, Trust Indenture, Lease Agreements, Bond Purchase Agreement, Continuing Disclosure Agreement, Official Notice of Sale, etc. It is contemplated that the relevant bond and disclosure documents will be prepared by City's bond and disclosure counsel.
14. For a public offering (competitive or negotiated sale), advise whether to pursue a credit rating and, if so, prepare the necessary materials and apply for ratings from the rating agencies, and manage the City's oral presentation or telephone conference interviews with the rating analysts. For a private placement/direct purchase coordinate a credit review/due diligence call or meeting between the City and the prospective purchaser
15. If applicable, for a rated public offering, conduct analyses to determine economics of bond insurance and reserve surety assist City with solicitation of bond insurance bid(s), if deemed beneficial. I
16. Direct the advertisement and outreach for bids for sale of the bonds for a competitive sale, if applicable.
17. Review tax-exempt market supply and demand variables in connection with the bonds, make recommendations regarding the timing of the pricing (public offering).
18. Conduct pricing oversight and market comparables analysis for negotiated sale. Assist the City in pricing negotiations (negotiated sale or direct purchase/private placement). Conduct the bid opening and verify the lowest bidder (i.e., lowest true interest cost) in the case of competitive sale.
19. If the refunding escrow is net funded, assist in the purchase of escrow securities, such as U.S. Treasury Securities – State and Local Government series (SLGS). If SLGS are not available due to debt ceiling issues, the services of a bidding agent may be necessary.
20. Assist in coordinating the closing of the debt issue to the extent not coordinated by bond counsel or underwriter, such as the transfer of funds from the underwriter or purchaser.
21. Other municipal advisory services that may be necessary or appropriate to effectuate the contemplated transaction, including responding to routine post-closing inquiries or requests by the City.

Exhibit B Fee Schedule

For services rendered in connection with **Exhibit A** of this document, KNN will be compensated based upon the following schedule:

Please note that all fees below are contingent upon the successful pricing and closing of the transaction (See Exhibit C for certain disclosures regarding potential conflicts of interest associated with contingent fees):

1. If the Mossdale CFD/AD Refinancing is sold via a direct purchase / private placement, then KNN's transaction fee will be \$61,500.
2. If the Mossdale CFD/AD Refinancing is sold via a public offering (competitive or negotiated) *without* a credit rating or bond insurance, then KNN's transaction fee will be \$76,500.
3. If the Mossdale CFD/AD Refinancing is sold via a public offering (competitive or negotiated) *with* a credit rating and/or bond insurance, then KNN's transaction fee will be \$86,500.

Expenses: The compensation figures above are inclusive of KNN out-of-pocket expenses for any overnight delivery, copying, conference calls and market data charge. The following expenses, as applicable, will be paid by the City: the expense of printing and distributing the official statement, any travel expenses of City officials, bond and disclosure counsel fees and expenses, fees of the reassessment engineer, assessment/tax administrator and special tax consultant, if any, rating agency fees, trustee or paying agent fees, any insurance fees, verification/bidding agent fees, any cost of obtaining statistical data for the official statement or lender RFP, costs required to be paid by the City pursuant to an accepted lender proposal and any other costs of issuance.

Exhibit C

Disclosures Pursuant to MSRB Rules G-42 and G-10

Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties on Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary Events of KNN Public Finance, LLC ("KNN Public Finance") and its associated persons.

Conflicts of Interest

Other Municipal Advisor Relationships. KNN serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another KNN client. For example, KNN serves as municipal advisor to other municipal advisory clients such as San Joaquin County and, in such cases, owes a regulatory duty to such other clients just as it will to your entity, if hired. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, KNN could potentially face a conflict of interest arising from these competing client interests. KNN fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

Compensation. KNN Public Finance represents that in connection with the issuance of municipal securities, KNN Public Finance may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, KNN Public Finance hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding KNN Public Finance's ability to provide unbiased advice to enter into such transaction. This conflict of interest will not impair KNN Public Finance's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

If KNN Public Finance becomes aware of any additional potential or actual conflict of interest after this disclosure, KNN Public Finance will disclose the detailed information in writing to the Issuer in a timely manner.

Legal or Disciplinary Events

KNN Public Finance, LLC, has never been subject to any legal, disciplinary or regulatory actions nor was it ever subject to any legal, disciplinary or regulatory actions previously, when it was a division of Zions First National Bank or Zions Public Finance, Inc.

A regulatory action disclosure has been made on Form MA-I for one of KNN's municipal advisory personnel relating to a 1998 U.S. Securities and Exchange Commission ("SEC") order that was filed while the municipal advisor was employed with a prior firm, (not KNN Public Finance). The details of which are available in Item 9; C(1), C(2), C(4), C(5) and the corresponding regulatory action DRP section on Form MA and Item 6C; (1), (2), (4), (5) and the corresponding regulatory action DRP section on Form MA-I. Issuers may electronically access KNN Public Finance's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

The SEC permits certain items of information required on Form MA and Form MA-I to be provided by reference to such required information already filed on a regulatory system (e.g., FINRA CRD). The above noted regulatory action has been referenced on both Form MA and MA-I due to the information already filed on FINRA's CRD system and is publicly accessible through BrokerCheck at <http://brokercheck.finra.org>. For purposes of accessing such BrokerCheck information, the Municipal Advisor's CRD number is 4457537.

There has been no change to any legal or disciplinary event that has been disclosed on KNN Public Finance's original SEC registration Form MA filed on February 8, 2016 or Form MA-I's filed on January 22, 2016.

Additional Disclosures - MSRB Rule G-10

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- a) KNN Public Finance, LLC is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
- b) Within the Municipal Securities Rulemaking Board ("MSRB") website at www.msrb.org, the City of Lathrop may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

ITEM 4.12

CITY MANAGER'S REPORT FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING

ITEM:	VALIDATION OF THE 2022 FINDING OF ADEQUATE PROGRESS IN THE MOSSDALE TRACT AREA
RECOMMENDATION:	Adopt Resolution Validating the 2022 Urban Level of Flood Protection (ULOP) Finding of Adequate Progress in the Mossdale Tract Area (Formally referred as Reclamation District 17 Basin), Acting as the Land Use Agency
CEQA STATUS:	The project is exempt according to the California Environmental Quality Act (CEQA) Article 18, § 15262 "Feasibility and Planning Studies"

SUMMARY:

Senate Bill 5 (SB5), and related companion bills created a new requirement for certain land use decisions made by cities and counties in the California Central Valley. Prior to approving discretionary land use decisions for non-residential projects, and prior to approving ministerial land use decisions (building permits) for new residential buildings, land use agencies are required to make findings related to the provision of 200-Year or Urban Level of Flood Protection (ULOP). In order to comply with this requirement and remain consistent with Department of Water Resources (DWR) Guidance regarding how cities can adhere to the requirement, the City needs to make findings of Adequate Progress toward the provision of Urban Level Flood Protection 200-year flood protection.

On June 20, 2016, June 5, 2017, July 9, 2018, July 8, 2019, July 13, 2020 and July 12, 2021, City Council approved an Adequate Progressing Finding Report (APR) toward provision of 200-Year ULOP in Reclamation District 17 Basin (hereinafter referred to as the Mossdale Tract Area). This allowed the City of Lathrop to continue to issue, within the Mossdale Tract Area, discretionary permits to commercial and industrial uses, and ministerial permits (building permits) for new residential homes for a limited period subject to ongoing validation of that finding. One of the ongoing requirements is to annually report to the Central Valley Flood Protection Board on the efforts in working toward completion of the flood protection system. AB 838, signed into law on September 28, 2020, extended the ULOP deadline from 2025 to 2028.

Based on the approval by San Joaquin Area Flood Control Agency (SJAFCA) of the 2022 Annual Adequate Progress Report Update (Attachment B) for a 200-Year Urban Level of Flood Protection in the Mossdale Tract Area by the Year 2028, staff requests that the City Council adopt a resolution validating the 2022 Urban Level of Flood Protection (ULOP) Finding of Adequate Progress in the Mossdale Tract Area. This would allow the City of Lathrop to continue to issue, within the Mossdale Tract, discretionary permits to commercial and industrial uses, and ministerial permits (building permits) for new residential.

BACKGROUND:

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

The existing Mossdale Tract Area levees currently do not meet the updated DWR Urban Levee Design Criteria (ULDC) standards adopted by DWR in May 2012, and the existing levees are not currently certified to provide 200-year protection. Accordingly, the land use agencies within the Mossdale Tract Area, in coordination with RD 17, have been jointly pursuing efforts to achieve ULOP by 2025. AB 838, signed into law on September 28, 2020, extended the ULOP deadline from 2025 to 2028.

In June 2016, June 2017, July 2018, July 2019 and July 2021, Larsen Wurzul & Associates (LWA) prepared the "RD 17 Area: Adequate Progress Report for Urban Level of Protection" (APR). The APR served as a strategic plan describing and outlining the steps that the Local Flood Management Agency (LFMA) and the land use agencies in the Mossdale Tract Area are taking to generate the local funding necessary to advance and ultimately implement 200-year levee improvements in accordance with the requirements of 2007 Senate Bill 5 (SB5).

This 2022 Annual Adequate Progress Report Update (Attachment B), in combination with other documentation submitted by SJAFCA as the LFMA, is intended to continue to support the requirements of Government Code Section 65007 (a)(5) that "The local flood management agency shall annually report to the CVFPB on the efforts in working toward completion of the flood protection system."

As noted above, it is also intended that this report may be referenced by all of the Land Use Agencies in the Mossdale Tract Area (specifically the Cities of Lathrop, Manteca, and Stockton, as well as San Joaquin County) in making new or validating findings related to approval of development projects that rely on the Adequate Progress Findings where such a finding is applicable.

The 2022 APR described several aspects including:

- The requirements set forth by SB5 and ULOP;
- The requirements of Land Use Agencies in making findings related to Adequate Progress toward ULOP, and, more specifically;
- The approach the LFMA in the Mossdale Tract Area is taking with respect to compliance with the guidance provided by the California Department of Water Resource in support of the Land Use Agencies' maintenance of findings of Adequate Progress.

CITY MANAGER'S REPORT **PAGE 3**
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
VALIDATION OF THE 2022 FINDING OF ADEQUATE PROGRESS IN THE
MOSSDALE TRACT AREA

In addition, the 2007 California Flood Control Legislation required the LFMA to:

- Report annually to the Central Valley Flood Protection Board on the status of the progress toward completion of the flood protection system, and
- Validate that the adequate progress finding is still effective.

The 2022 Annual Adequate Progress Report Update was prepared to satisfy the above requirements so that the City of Lathrop, as a Land Use Agency, may rely on the prior findings of Adequate Progress.

Based as part of the implementation of SJAFCA's adopted Climate Adaptation Policy and efforts to advance a Feasibility Study with DWR under the Urban Flood Risk Reduction (UFRR) program, SJAFCA identified and analyzed the requisite improvements needed to meet the appropriate standard of protection when considering the uncertain impacts of climate change. SJAFCA's efforts to address climate change resulted in the preparation of a December 12, 2019 technical memorandum by Kjeldsen Sinnock & Neudeck, Inc. (KSN) detailing the additional costs of complying with the adopted climate adaptation policy as well as the materials to support all of the requisite evidentiary requirements of ULOP including the 2022 Update to the 2016 Engineer's Report and associated IPE review/Engineer's response. A comprehensive update of SJAFCA's Project was prepared in to 2021 to consolidate and present a single budget for to address ULDC deficiencies and address Climate Adaptation. The updated cost estimate in present day 2021 dollars, is approximately \$230 million.

Previously, the Cities of Lathrop and Manteca, as well as Reclamation District 17, comprised the LFMA, and these agencies have been reporting the status of ULOP for the Mossdale Tract Area to the CVFPB. With the modification of SJAFCA's membership in 2018, SJAFCA has taken over the role of LFMA for the Mossdale Tract Area, and this report is now being submitted to support all land use agencies within the Mossdale Tract Area.

REASON FOR RECOMMENDATION:

Approval by SJAFCA of the 2022 Annual Adequate Progress Report Update for a 200-Year ULOP for the Mossdale Tract Area, and submission by SJAFCA of this report to the CVFPB (Attachment C), allows the City of Lathrop, as a Land Use Agency, to rely on the prior findings of Adequate Progress. This will then allow the City of Lathrop to continue to issue, within the Mossdale Tract Area, discretionary permits to commercial and industrial uses, and ministerial permits (building permits) for new residential homes while the City continues to make progress toward establishing ULOP 200-year flood protection by the year 2028.

CITY MANAGER'S REPORT **PAGE 4**
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
VALIDATION OF THE 2022 FINDING OF ADEQUATE PROGRESS IN THE
MOSSDALE TRACT AREA

CEQA STATUS:

The project is exempt according to the California Environmental Quality Act (CEQA) Article 18, § 15262 "Feasibility and Planning Studies".

FISCAL IMPACT:

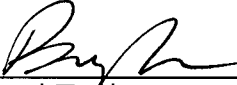
Initially, all technical reports were been funded by the Cities of Lathrop and Manteca and our development community. Recently, these funds have been supplemented by advanced funds from Stockton, the County of San Joaquin, and the State of California via an Urban Flood Risk Reduction grant. The future cost will be provided by outside funding sources identified in the 2022 Annual Adequate Progress Report Update.

ATTACHMENTS:

- A. Resolution of the City Council of the City of Lathrop, Acting as the Land Use Agency, Validating the 2022 Urban Level of Flood Protection (ULOP) Finding of Adequate Progress in the Mossdale Tract Area
- B. 2022 Annual Adequate Progress Report Update for Urban Level of Protection Final Report, dated January 24, 2023
- C. SJAFCA Letter dated, January 31, 2023 to CVFPB transmitting the 2022 Annual Adequate Progress Report Update for Urban Level of Protection


CITY MANAGER'S REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
VALIDATION OF THE 2022 FINDING OF ADEQUATE PROGRESS IN THE
MOSSDALE TRACT AREA

APPROVALS:



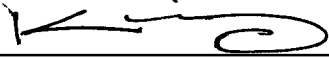
Brad Taylor
City Engineer

2/6/2023
Date



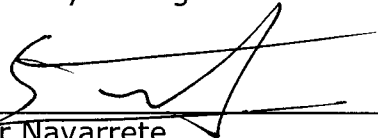
Cari James
Finance Services Director

2/6/2023
Date



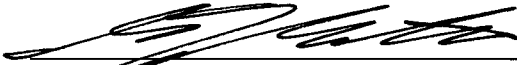
Michael King
Assistant City Manager

2.6.2023
Date



Salvador Navarrete
City Attorney

2.6.2023
Date



Stephen J. Salvatore
City Manager

2.9.23
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP VALIDATING THE 2022 URBAN LEVEL OF FLOOD PROTECTION (ULOP) FINDING OF ADEQUATE PROGRESS IN THE MOSSDALE TRACT AREA (FORMALLY REFERRED AS RECLAMATION DISTRICT 17 BASIN), ACTING AS THE LAND USE AGENCY

WHEREAS, Senate Bill 5 (SB5), and related companion bills, created a new requirement for certain land use decisions made by cities and counties in the California Central Valley; and

WHEREAS, prior to approving discretionary land use decisions for non-residential projects, and prior to approving ministerial land use decisions (building permits) for new residential buildings, land use agencies are required to make findings related to the provision of 200-year Urban Level of Flood Protection (ULOP); and

WHEREAS, on June 20, 2016, June 5, 2017, July 9, 2018, July 8, 2019, July 13, 2020, and July 12, 2021, the City Council approved an Adequate Progressing Finding Report (APR) toward provision of 200-year ULOP in the Reclamation District 17 basin (hereinafter referred to as the Mossdale Tract Area); and

WHEREAS, this action allowed the City of Lathrop to continue to issue, within the Mossdale Tract Area, discretionary permits to commercial and industrial uses, and ministerial permits (building permits) for new residential homes for a period of 10 years' subject to ongoing validation of that finding; and

WHEREAS, effective January 1, 2018, the Joint Exercise of Powers Agreement (JEPA) establishing San Joaquin Area Flood Control Agency (SJAFCA) was amended to include the Cities of Lathrop and Manteca and remove San Joaquin County Flood Control and Water Conservation District; and

WHEREAS, with the recent modification of SJAFCA membership, SJAFCA has taken over the role of Local Flood Management Agency (LFMA) for the Mossdale Tract Area and this report is now being submitted to support all land use agencies within the Mossdale Tract Area; and

WHEREAS, AB 838, signed into law on September 28, 2020, extended the ULOP deadline from 2025 to 2028; and

WHEREAS, based on SJAFCA's approval of the Mossdale Tract Program: 2022 Annual Adequate Progress Report Update for Urban Level of Flood Protection dated January 24, 2023 (included as Attachment B to the February 13, 2023 staff report) and its transmittal to the Central Valley Flood Protection Board, staff requests that the City Council adopt a resolution validating prior findings of Adequate Progress made by the City on June 20, 2016; and

WHEREAS, based as part of the implementation of SJAFCA’s adopted Climate Adaptation Policy and efforts to advance a Feasibility Study with DWR under the Urban Flood Risk Reduction (UFRR) program, SJAFCA identified and analyzed the requisite improvements needed to meet the appropriate standard of protection when considering the uncertain impacts of climate change. SJAFCA’s efforts to address climate change resulted in the preparation of a December 12, 2019 technical memorandum by Kjeldsen Sinnock & Neudeck, Inc. (KSN) detailing the additional costs of complying with the adopted climate adaptation policy as well as the materials to support all of the requisite evidentiary requirements of ULOP including the 2021 Update to the 2016 Engineer’s Report and associated IPE review/Engineer’s response; and

WHEREAS, a comprehensive update of Project was prepared in to 2021 to consolidate and present a single budget for to address ULDC deficiencies and address Climate Adaptation. The updated cost estimate in present day 2021 dollars, is approximately \$230 million; and

WHEREAS, the project is exempt according to the California Environmental Quality Act (CEQA) Article 18, § 15262 “Feasibility and Planning Studies”.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop, acting as the land use agency, hereby validates and reaffirms the June 20, 2016 Finding of Adequate Progress toward providing a 200-Year Urban Level of Flood Protection in the Mossdale Tract Area by the year 2028, based upon the 2022 Annual Adequate Progress Report Update (included as Attachment B to the February 13, 2023 staff report (“Adequate Progress Finding”)); and

BE IT FURTHER RESOLVED, based upon the hereby referenced and incorporated substantial evidence in the record, that the City Council of the City of Lathrop hereby validates and affirms that the Adequate Progress Finding adopted, pursuant to SB5 and its companion legislation, shall serve as the Adequate Progress Finding for the City of Lathrop’s approval of any and all discretionary permits and approvals issued pursuant to State Planning and Zoning Law, the California Subdivision Map Act, and Development Agreement Law to any commercial and industrial uses, and any and all ministerial permits (building permits) for new residential homes for a period of 10 years’ subject to ongoing validation of that finding, as applied to urban development in the Mossdale Tract Area which urban development is approved in accordance with local and State laws; and

BE IT FURTHER RESOLVED, based upon the hereby referenced and incorporated substantial evidence in the record, hereby and above referenced reports and all documents comprising the record of proceedings, affected land use decisions for development in Mossdale Tract Area are expected to have 200-year flood protection by 2028; and

BE IT FURTHER RESOLVED, the City finds is the project is exempt according to the California Environmental Quality Act (CEQA) Article 18, § 15262 “Feasibility and Planning Studies”.

The foregoing resolution was passed and adopted this 13th day of February 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

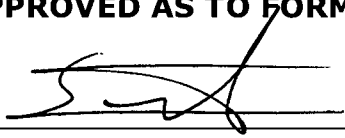
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



LARSEN WURZEL
& Associates, Inc.

2450 Venture Oaks Way, Suite 240

Sacramento, CA 95833

Mossdale Tract Program:
**2022 Annual
Adequate Progress
Report Update**
FOR URBAN LEVEL OF PROTECTION

Prepared for: The San Joaquin Area Flood Control Agency (SJAFCOA)
January 24, 2023

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APPENDICES

Appendix A:	San Joaquin Area Flood Control Agency Resolution No. 19-06: Resolution to Adopt Policy on Adapting Design Standards for the Mossdale Tract Area of SJAFCA in Light of Climate Change January 29, 2021, Technical Memorandum Prepared by Kjeldsen Sinnock & Neudeck, Inc. re: San Joaquin Area Flood Control Agency Mossdale Tract Area ULDC Adjustments for Climate Change – Consolidated Cost Estimate
Appendix B:	San Joaquin Area Flood Control Agency Resolution No. 22-07: Resolution Directing Staff to Work with the Member Land Use Agencies to Finalize the Mossdale Tract Urban Level of Flood Protection Development Impact Fee Update and Authorizing the Executive Director to Execute an Amended Collection Agreement (<i>excluding</i> the final Nexus Study Update) ¹ Amended Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Protection Development Impact Fee (<i>Partial Execution</i>)

¹ A full copy of the referenced Final Nexus Study can be found here:
https://stockton.granicus.com/MetaViewer.php?view_id=70&clip_id=7899&meta_id=698228

Development Impact Fee Program Supporting Tables

Appendix C: RD 17 LSRP Project Supporting Tables

Appendix D: Overlay Assessment District Revenue Analysis Supporting Tables

Appendix E: Executed Memorandum of Understanding Regarding the Development of Additional Funding Sources for the Mossdale Tract Area as Between the San Joaquin Area Flood Control Agency and the Cities of Lathrop, Manteca, and Stockton

Appendix F: Mossdale Tract Enhanced Infrastructure Financing District – Infrastructure Financing Plan Final Report dated June 2, 2022²

Support Financing Plan Tables

² A full copy of the referenced IFP Final Report can be found here:
<https://www.sjafca.org/home/showpublisheddocument/1275/637902252871700000>

LIST OF ABBREVIATIONS

APR	Adequate Progress Report
2016 APR	RD 17: Area Adequate Progress Report for Urban Level of Protection (June 2016)
Area	Mossdale Tract Area
2020 APR Update	Mossdale Tract Area 2020 Annual Adequate Progress Report for Urban Level of Protection (May 30, 2017 revised June 13, 2017)
CEQA	California Environmental Quality Act
Climate Adaptation Policy	SJAFCA adopted Policy on Adapting Design Standards for the Mossdale Tract Area of SAJFCA in Light of Climate Change
CVFPB	Central Valley Flood Protection Board
DIF	Development Impact Fee
DWR	California Department of Water Resource
EIFD	Enhanced Infrastructure Financing District
EIP	Early Implementation Program
Engineer's Report	PBI's March 22, 2016 ULDC Evaluation of the RD 17 Levee
Project	Levee Improvements to achieve ULDC 200-year requirements
IPE	Independent Panel of Experts
JEPA	Joint Exercise of Powers Agreement
JPA	Joint Powers Authority
KSN	Kjeldsen, Sinnock & Neudeck Inc.
Land Use Agencies	San Joaquin County and the Cities of Lathrop, Manteca, and Stockton
LFMA	Local Flood Management Agency (previously RD 17, Lathrop, and Manteca, now SJAFCA)
LSRP	Levee Seepage Repair Project
LWA	Larsen Wurzel & Associates, Inc.
Mossdale Tract Area	The area serviced by Reclamation District No. 17
O&M	Operations and maintenance
OAD	Special Benefit Overlay Assessment District

PBI	Peterson Brustad, Inc.
RD 17	Reclamation District 17
RFP	Request for Proposal
SB5	Senate Bill 5 (2007)
SJAFCA	San Joaquin Flood Control Agency
SJCFCWCD	San Joaquin County Flood Control and Water Conservation District
IFP / the Plan	Infrastructure Financing Plan
UFRR	Urban Flood Risk Reduction
ULDC	Urban Levee Design Criteria
ULOP	Urban Level of Flood Protection
USACE	U.S. Army Corps of Engineers

Overview & Context

Larsen Wurzel & Associates, Inc. (LWA) has been engaged by the San Joaquin Flood Control Agency (SJAFCA), the Local Flood Management Agency (LFMA) for the Mossdale Tract Area (the Area), to prepare the Annual Adequate Progress Report Update (Annual APR Update) toward the achievement of an Urban Level of Flood Protection (ULOP) within the Mossdale Tract Area. In 2016 and 2017, the Cities of Lathrop and Manteca, as well as Reclamation District 17 (RD 17) comprised the LFMA and these agencies reported the status of Adequate Progress for the Mossdale Tract Area (Area) to the Central Valley Flood Protection Board (CVFPB). In January 2018, SJAFCA took over the role of LFMA for the Area and assumed responsibility for Annual Reporting pursuant to Government Code §65007 (a)(5). This Annual APR Update is being submitted by SJAFCA to support all land use agencies within the Area. This is the seventh Annual Report on Adequate Progress for the Mossdale Tract Area; the fifth prepared by SJAFCA.

As noted in the 2018 Annual APR Update, prior to January 2018, SJAFCA's membership consisted of the City of Stockton, San Joaquin County, and the San Joaquin County Flood Control and Water Conservation District (SJCFWCDD). Effective January 1, 2018, the Joint Exercise of Powers Agreement (JEPA) establishing SJAFCA was amended to include the Cities of Lathrop and Manteca. This action was taken by all members of the new SJAFCA organization as part of the plan (described further within this report³) to achieve ULOP. Herein, San Joaquin County and the Cities of Lathrop, Manteca, and Stockton are jointly referred to as the Land Use Agencies.

In June 2016, LWA prepared the "RD 17 Area: Adequate Progress Report for Urban Level of Protection" (2016 APR). The 2016 APR served as a strategic plan describing and outlining the steps that the LFMA and the Land Use Agencies in the RD 17 basin (hereinafter referred to as the Mossdale Tract Area) are taking to generate the local funding necessary to advance and ultimately implement 200-year levee improvements in accordance with the requirements of Senate Bill 5 (2007) (SB5). The 2016 APR described several aspects including:

- The requirements set forth by SB5 and ULOP;
- The requirements of the Land Use Agencies in making findings related to Adequate Progress toward ULOP, and, more specifically;
- The approach the LFMAs in the Mossdale Tract Area were taking with respect to compliance with the guidance provided by the California Department of Water Resource (DWR) in support of the Land Use Agencies' maintenance of findings of Adequate Progress.

³ Reference the **Governance Approach to Funding & Implementation** section (page 12) of this report.

Land Use and LFMA Requirements for Maintaining Findings of Adequate Progress toward ULOP

Adequate Progress has been defined by the 2007 California Flood Legislation (see Government Code §65007(a)) as:

- The development of the scope, schedule, and cost to complete flood protection facilities;
- Documentation that revenues have been identified to support implementation of the flood protection facilities;
- Evidence that critical features of the flood protection facilities are under construction and progressing;
- The city or county has not been responsible for a significant delay in the completion of the system; and
- The LFMA has provided DWR and the CVFPB information to determine substantial completion of the required flood protection.

Regarding the last bullet, the LFMA must annually document:

- That the total project scope, schedule, and cost of the completed flood protection system have been developed to meet the appropriate standard of protection;
- That 90% of the required revenue scheduled to be received by that year have been appropriated and are being expended;
- Critical features of the flood protection system are under construction and each critical feature is progressing as indicated by the actual expenditures of the construction budget; and,
- The city or county has not been responsible for a significant delay in the completion of the system.

In addition, the 2007 California Flood Control Legislation requires the LFMA to report annually to the CVFPB on the status of progress toward completion of the flood protection system.

*This **2022 Annual Adequate Progress Report Update** is intended to satisfy the annual reporting requirements of the LFMA for reference by the Land Use Agencies in the Mossdale Tract Area in their ULOP findings.*

Mossdale Tract Area Approach to ULOP

The 2016 APR was prepared by the Cities of Lathrop and Manteca and RD 17 to provide information for the Cities and County located within the Mossdale Tract Area, for their reference in support of their respective ULOP findings for land use decisions within the Mossdale Tract Area. The following describes the evidentiary conclusions from the 2016 APR, based on DWR's ULOP criteria (collectively the ULOP EVD-3⁴):

- A report prepared by the LFMA demonstrating Adequate Progress as defined in California Government Code Section 65007(a).
 - *The 2016 APR, in combination with other documentation prepared by the Land Use Agencies demonstrated adequate progress.*

⁴ Reference page 2-10 within the ULOP Criteria, November 2013.

- A report prepared by a Professional Civil Engineer registered in California to document the data and analyses for demonstrating the property, development project, or subdivision will have ULOP at the time when the flood protection system is completed.
 - *The LFMA requested that a team of Professional Engineers led by Peterson Brustad, Inc. (PBI) in coordination with their subconsultants, Kjeldsen, Sinnock & Neudeck Inc. (KSN) and ENGEO prepare the required report. Their report, dated March 22, 2016, compiled under a Cover Memorandum titled “Urban Levee Design Criteria (ULDC) Evaluation of the RD17 Levee” met the requirement at that time.*
- A report by an Independent Panel of Experts (IPE) on the review of the report prepared by the Professional Civil Engineer.
 - *An IPE consisting of Robert Pyke, Edwin Hultgren, and Thomas Plummer was engaged to review the Engineer’s Report. The panel’s report dated May 24, 2016, titled “Independent Review of Urban Levee Design Criteria Evaluation, March 2016” fulfilled this requirement.*
- A response by the Professional Civil Engineer to the comments from the IPE.
 - *PBI, author of the documents reviewed by the IPE, responded in a letter addressed to Mr. Glenn Gebhardt with the City of Lathrop and Mr. Kevin Jorgensen with the City of Manteca, dated June 3, 2016. Mr. Dave Peterson, P.E. of PBI prepared the response. This letter fulfilled this requirement.*
- An annual report prepared by the LFMA, submitted to the CVFPB documenting the efforts in working toward completion of the flood protection system.
 - *The 2016 APR, in combination with other documentation prepared by the acting LFMA, supported the evidentiary requirements of Adequate Progress. The 2016 APR addressed how the flood protection system that will provide ULOP will be funded and financed. The 2016 APR described the proposed funding mechanisms, the approach and schedule for their implementation, and the projected revenues identified to support implementation of the flood protection system.*

The CVFPB, on October 25, 2016, acknowledged receipt of the evidentiary documentation including the 2016 APR and indicated that the “submittal sufficiently complies with the statutory requirements of California Government Code Section 65007(a)”. The CVFPB indicated that their compliance letter was valid through September 30, 2017 and that future year’s evaluations would be based upon review of annually submitted documents.

On August 10, 2017, the City of Lathrop, acting as the LFMA and on behalf of the Cities of Lathrop and Manteca, transmitted the first Annual APR Update, the 2017 Adequate Progress Report Update, dated June 13, 2017. In response to the submission of that report, CVFPB staff requested that the City of Lathrop prepare an Adequate Progress Submittal Form which was completed and submitted to CVFPB staff on Thursday November 2, 2017.

Subsequent Annual reports have been submitted by SJAFCA, acting as the LFMA and on behalf of the Mossdale Tract Area, to the CVFPB as follows:

- On June 28, 2018, SJAFCA transmitted the 2018 Annual Adequate Progress Report Update.
- On June 28, 2019, SJAFCA transmitted the 2019 Annual Adequate Progress Report Update.
- On June 30, 2020, SJAFCA transmitted the 2020 Annual Adequate Progress Report Update.
- On June 29, 2021, SJAFCA transmitted the 2021 Annual Adequate Progress Report Update

To address the uncertain nature of climate change and the resulting impacts to hydraulics and hydrology, in February 2019 SJAFCA adopted a *Policy on Adapting Design Standards for the Mossdale Tract Area of SAJFCA in Light of Climate Change* (Climate Adaptation Policy, SJAFCA Resolution No. 19-06, included as **Appendix A**). This policy identifies seven specific elements that are to be incorporated into both the design and implementation of the Mossdale Tract 200-year improvements to address climate change uncertainties. Further, SJAFCA engaged a task order with PBI to update the scope and cost of the 200-year improvements to address the adopted Climate Adaptation Policy. This effort resulted in the preparation of a December 12, 2019 technical memorandum by Kjeldsen Sinnock & Neudeck, Inc. (KSN) detailing the costs of complying with the policy (also included in **Appendix A**).

The 2020 Annual Report Update and subsequent reports have reflected the costs of compliance with the adopted Climate Adaptation Policy as part of the financing plans presented within them. Further, an evaluation and analysis of the proposed Climate Adaptation Policy improvements determining that the improvements meet the appropriate standard of protection has been completed consistent with the evidentiary requirements of DWR's ULOP criteria. The 2021 Annual Report Update and subsequent reports include reference to the additional evidentiary materials. Those materials include:

- A report prepared by a Professional Civil Engineer registered in California to document the data and analyses for demonstrating the property, development project, or subdivision will have ULOP at the time when the flood protection system is completed.
 - *A team of Professional Engineers led by Peterson Brustad, Inc. (PBI) in coordination with their subconsultants, Kjeldsen, Sinnock & Neudeck Inc. (KSN) and ENGEO prepare a report dated June 18, 2021, compiled under a Cover Memorandum titled "2021 Climate Change Update to the Mossdale Engineer's Report." The materials included within the report were presented to the IPE in April 2021 for their review and comment.*
- A report by an Independent Panel of Experts (IPE) on the review of the report prepared by the Professional Civil Engineer.
 - *An IPE consisting of Robert Pyke, Robert Lokteff, and Thomas Plummer was engaged to review the 2021 Climate Change Update to the Mossdale Engineer's Report. In response, the IPE prepared a report dated June 1, 2021, titled "Independent Panel of Experts for RD 17 200-Year Level of Protection Project Climate Change Update."*

- A response by the Professional Civil Engineer to the comments from the IPE.
 - *PBI, author of the documents reviewed by the IPE, responded in a letter addressed to Mr. Chris Elias, dated June 18, 2021. Mr. Michael Rossiter, P.E. of PBI prepared the response. This letter fulfilled the response requirement.*

- An annual report prepared by the LFMA, submitted to the CVFPB documenting the efforts in working toward completion of the flood protection system.
 - *This 2022 APR, in combination with the documentation prepared by the LFMA, supports the evidentiary requirements of Adequate Progress. This 2022 APR addresses how the flood protection system, as described within the 2016 and 2021 Climate Change Update Engineer’s reports, will provide ULOP will be funded and financed. This 2022 APR describes the proposed funding mechanisms, the approach and schedule for their implementation, and the projected revenues identified to support implementation of the flood protection system. Further, this 2022 Annual Adequate Progress Report Update is intended to continue to address the requirements of Government Code Section 65007 (a)(5). “The local flood management agency shall annually report to the CVFPB on the efforts in working toward completion of the flood protection system.”*

Finally, it is intended that this report, in combination with any other required documentation pursuant to SB5 and DWR’s associated ULOP Guidance, may be referenced by the Land Use Agencies in the Mossdale Tract Area (specifically the Cities of Lathrop, Manteca, and Stockton, as well as San Joaquin County) in making new or validating findings related to approval of development projects that rely on the Adequate Progress Findings where such a finding is applicable.

Adequate Progress toward ULOP

The existing RD 17 levees protecting the Mossdale Tract Area do not meet the updated DWR ULDC standards adopted in May 2012, and the existing levees are not currently certified to provide 200-year protection. Accordingly, SJAFCA and RD 17 are pursuing efforts to achieve ULOP by the required deadline, 2028.⁵

The LFMA's plan for flood protection through the year 2028 consists of two components: (1) RD 17's ongoing Phase 3 Levee Seepage Repair Project (LSRP) and (2) SJAFCA Levee Improvements to achieve ULDC 200-year requirements (the Project).

The Project, as described previously in the 2016 APR, consisted of a Fix-In-Place Levee Improvement Project and an extension of the existing dryland levee in Manteca. A review of the (i) Project scope, (ii) Project schedule, and (iii) the cost of the completed flood protection system, all as proposed in 2016, demonstrates that they were developed to meet the appropriate standard of protection based on information known at that time. As noted above, as part of the implementation of SJAFCA's adopted Climate Adaptation Policy and efforts to advance a Feasibility Study with DWR under the Urban Flood Risk Reduction (UFRR) program, SJAFCA identified and analyzed the requisite improvements needed to meet the appropriate standard of protection when considering the uncertain impacts of climate change. SJAFCA's efforts to address climate change resulted in the preparation of a December 12, 2019 technical memorandum by Kjeldsen Sinnock & Neudeck, Inc. (KSN) detailing the additional costs of complying with the adopted climate adaptation policy as well as the materials to support all of the requisite evidentiary requirements of ULOP including the 2021 Update to the 2016 Engineer's Report and associated IPE review/Engineer's response.

Critical Features of the Flood Protection System are Under Construction and Each Critical Feature is Progressing

RD 17, with funding from the issuances of multiple series of bonds secured by assessment revenues and a funding agreement with DWR, has constructed nearly all of the Phase 3 LSRP improvements. The remaining component of the Phase 3 LSRP improvements include:

1. A 400' long SB/SCB jet-grout cutoff wall under the River Islands Parkway bridge (Element VI-a.1); and,
2. A 2300' long SB cutoff wall (Element VI-bc).

Based on information obtained from RD 17 and estimates made by LWA given information provided, a cumulative total of approximately \$67.67 million of LSRP improvements (an estimated additional \$29.99 million since June 2021) have been completed including the construction of seepage berms during and after the storms of February 2017. In addition, the RD 17 Levee Area Public Financing Authority, a Joint Powers Authority (JPA) set up by agencies in the Mossdale Tract Area, issued \$20.85 million of bonds in 2017 to both refinance a prior financing from 2009 and to generate additional net new proceeds for flood control

⁵ AB 838, signed into law on September 28, 2020, extended the ULOP deadline from 2025 to 2028.

improvements of \$6.531 million. These funds, along with grant funding from DWR, have been utilized by RD 17 to continue to advance the LSRP over the last 48 months.

The remaining construction work on the LSRP will continue to progress through 2023. This work will include the final remaining cutoff walls. It is expected that the LSRP will be fully completed in 2023.

In June 2016, the City of Lathrop secured 50% funding for \$10 million of work (total of \$5.0 million of grant funding) from DWR under the UFRR Program and executed a funding agreement with DWR to fund a feasibility analysis of a focused array of alternatives which address State estimates of climate change through 2040. In January of 2019, the grant funding agreement transitioned to SJAFCA. The scope of the feasibility analysis cost approximately \$1,170,000. The remaining funds from DWR are now being used to advance environmental review (California Environmental Quality Act [CEQA] Analysis) and preliminary design of the initial phase of the preferred alternative. In XX, 2022, SJAFCA executed a Feasibility Study Cost Share Agreement (FCSA) with the USACE to evaluate the Federal Interest in an array of alternatives to provide enhanced flood protection to the Lathrop and Manteca Area. While Federal interest in the Mossdale Program is being evaluated, SJAFCA continues to advance design and permitting of certain common features of the UFRR feasibility study preferred alternatives that overlap in part with features of the ULOP Project. Through December 2022, SJAFCA has expended approximately \$3.0 million advancing the CEQA Analysis and preliminary design efforts.

Summary of Scope, Schedule & Cost

The 2016 Engineer's Report and 2021 Update identify two projects. These projects are listed below and, when fully implemented, will meet the objective of 200-year ULOP for the Mossdale Tract Area. These projects include:

1. **RD 17 LSRP** is being implemented in three phases:
 - a. Phase 1 (Completed 2008-09)
 - b. Phase 2 (Completed 2009-11)
 - c. Phase 3 (Construction Commenced 2016 - Completion scheduled in 2023)
2. **SJAFCA Project⁶** is being pursued as Phase 4 and includes the following outlined steps:
 - a. ULDC engineering analysis and identification of deficiencies (completed March 22, 2016)
 - b. Additional Climate Change related analyses and update to the ULDC engineering analysis to consider SJAFCA's Adopted Climate Adaptation Policy (completed June 18, 2022)
 - c. Design and environmental evaluation of levee improvements to cure ULDC deficiencies (Commenced July 2022, Administrative Draft EIR to be complete in January 2023)
 - d. Implement levee improvements to cure ULDC deficiencies.

Schedule

On September 28, 2020, the Governor signed into law AB 838 which modified the year in which ULOP must in place for the Mossdale Tract. This law extended the deadline from 2025 to 2028. The following schedule of

⁶ Throughout this report the Phase 4 Project was formerly known as the "Fix-In-Place" Project with the inclusion the extension of the dryland levee in Manteca.

milestones provides the LFMA’s updated current plan to implement the levee improvements by 2028. In addition, the Project Funding and Financing Approach outlines key milestones for implementation of the various funding mechanisms identified to support the revenue and financing requirements for the Project implementation.

Activity	Completion
<u>Phase 3: RD 17 LSRP</u>	<u>12/31/2023</u>
<u>Phase 4: SJAFCA Project</u>	
Environmental Documentation	6/30/2023
Right of Way Acquisition ⁷	12/31/2024
Engineering Design ⁸	12/31/2026
Construction	10/31/2028
Permitting & Compliance ⁹	12/31/2028

Total Program Costs

Since the 2016 APR, an updated cost estimate consolidating all component of the project into a single estimate has been prepared. **Table 1** summarizes the total costs for the LSRP and SJAFCA Projects. The total estimated design, permitting, and construction project costs of the LSRP in actual dollars in actual and expected dollars to complete construction is **\$73.0 million**. A comprehensive update of SJAFCA’s Project was prepared in 2021 to consolidate and present a single budget for to address ULDC deficiencies and address Climate Adaptation. The updated cost estimate in present day 2022 dollars, is approximately **\$230.01 million**.¹⁰

⁷ Completion is reflective of possession of the necessary rights to complete the improvements, not necessarily compensation.
⁸ It is expected that the project would be phased and the first package of engineering plans and specific would be completed in time to commence construction in 2022.
⁹ Reflects required permitting and ongoing mitigation and monitoring requirements.
¹⁰ Reference Appendix A - January 29, 2021 Technical Memorandum prepared by Kjeldsen Sinnock Neudeck, Inc. re: San Joaquin Area Flood Control Agency Mossdale Tract Area ULDC Climate Change Adjustment: Consolidate Cost Estimate.

Table 1
Mossdale Tract: 2022 Adequate Progress Report
Program Cost Summary

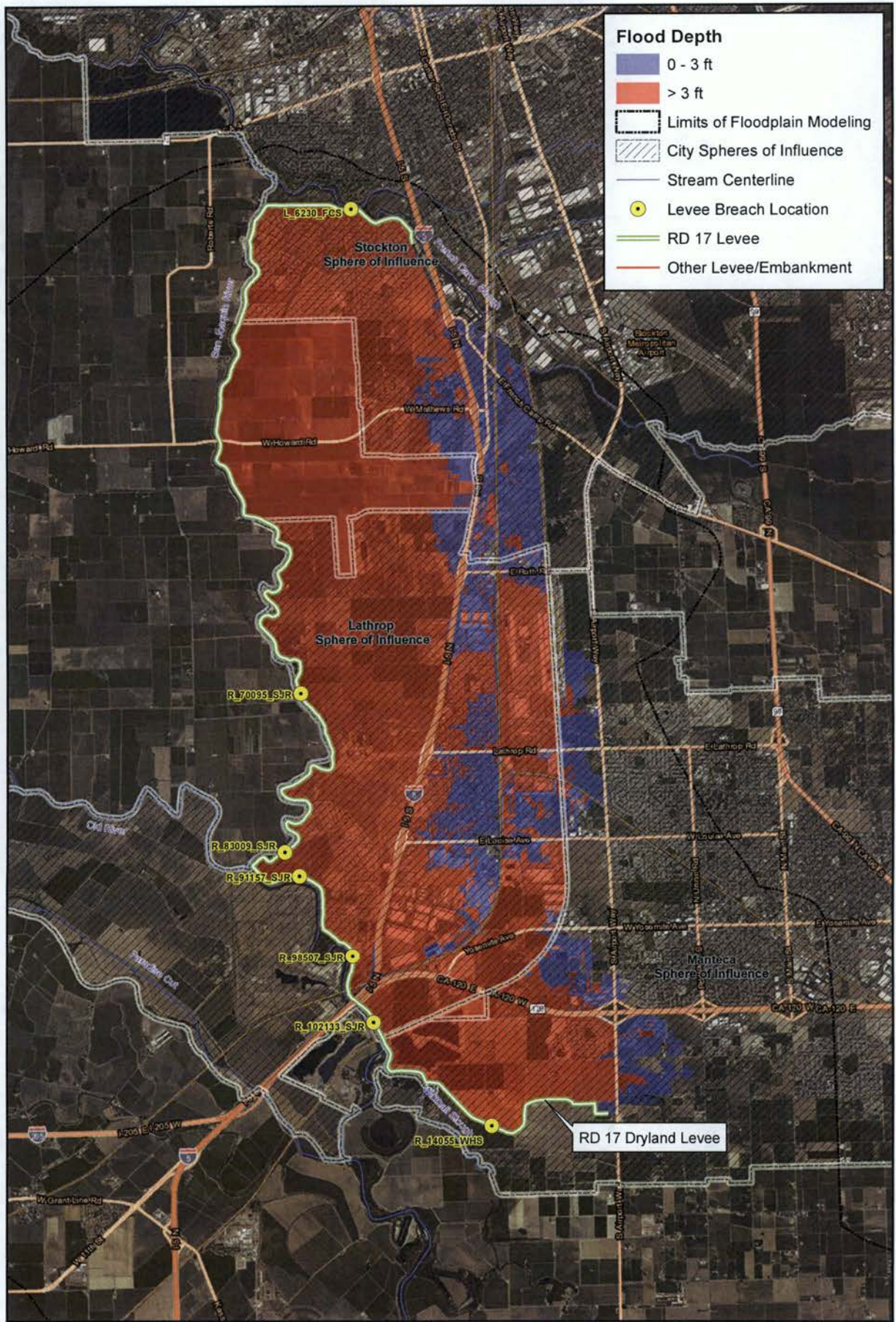
Project Phase	Actual Projected Costs to Complete (2021\$)	Updated Project Costs Including Climate Adaptation (2021\$)
LSRP Phase 1	\$2,665,761	
LSRP Phase 2 (including Parks)	\$12,951,358	
LSRP Phase 3	\$57,371,374	
SJAFA Project		\$230,009,000
Total Cost	\$72,988,492	\$230,009,000

Source: Peterson Brustad, Kjeldsen Sinnock & Neudeck

Applicable Geographic Area Reliant on Adequate Progress Report

As noted in the 2016 APR and in the Annual Updates, the Adequate Progress Report applies to development afforded ULOP within the Mossdale Tract Area once the Project is complete. **Figure 1** shows the results of PBI's hydraulics analysis included as part of the Engineer's Report.¹¹ The overall area removed from the floodplain as a result of completion of the LSRP and SJAFCA Project is shown as the combined red and blue areas in **Figure 1**. More specifically, the area with greater than three-foot flood depths that would be subject to SB5 development restrictions without the completion of the LSRP and SJAFCA Project is shown in red.

¹¹ This figure has been updated to reflect updated hydraulics associated with climate change. Future versions of this annual report will reflect the increased area to the East as a result of climate change.



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N

0 1 Miles

1 inch = 1 mile

MAY 6, 2016

RD 17 AREA LOCAL FLOOD MANAGEMENT AGENCY

200-YEAR FLOODPLAIN DEPTHS FOR AREAS PROTECTED BY RD-17 LEVEES

FIGURE 1

1

Project Funding and Financing Approach

In accordance with SB5, the 2016 APR provides documentation that revenues have been identified to support implementation of the flood protection facilities. The following discussion restates and, where applicable, updates the revenue sources identified for the projects.

RD 17 has been advancing the LSRP since 2008 with the formation of the RD 17 assessment and funding from the DWR's Early Implementation Projects (EIP) and Urban Flood Risk Reduction (UFRR) Programs. These revenues sources remain in place to fund the LSRP.

To fund the Phase 4 SJAFCA Project, the LFMA has identified the following local funding sources for the design, environmental review, permitting, and construction of ULOP improvements. In summary, the near-term existing and potential funding sources include:

- Net revenues from the existing RD 17 Assessment
 - It is expected that some net revenues (after debt service, RD 17 operation and maintenance [O&M] expenses and pay-as-you-go funding for the final construction of the LSRP) will be available to fund the SJAFCA Project.
- A Regional SJAFCA 200-Year Development Impact Fee
 - A Regional SJAFCA 200-Year Development Impact Fee (Regional DIF) paid by property owners developing within the 200-year floodplain was adopted by SJAFCA in November 2018. Property already entitled and planned for development within the basin that benefits from the Project that has (or will in the future) advanced funds can apply that prior funding as credit towards the Project's fee obligation via a fee crediting arrangement. In March 2018, SJAFCA Adopted Resolution 19-15 formalizing a crediting program (**Appendix B**).
- A new Special Benefit Assessment District
 - A new special benefit Overlay Assessment District (OAD) would be levied on properties (parcels) directly receiving flood damage reduction benefit from the construction and long-term O&M of the Project. SJAFCA has qualified and entered into contracts with Willdan Financial Services (Willdan) to prepare the requisite Assessment Engineer's Report and administer the legislative processes required by Proposition 218 and the underlying statutory authority for the imposition of the assessment. To date, Willdan has prepared a draft preliminary rate analysis for review by the SJAFCA. The preliminary analysis has been utilized to estimate future Assessment District revenues. (**Appendix D**)
- An Enhanced Infrastructure Financing District
 - An Enhanced Infrastructure Financing District (EIFD) captures a portion of the growth in general property taxes and dedicate the revenue toward the construction of the Project. This revenue, in conjunction with the OAD revenues could be pledged to the repayment of bonds,

the proceeds of which could fund construction of the Project. SJAFCA commenced the formation effort of the EIFD in May 2019 and completed the formation process in July 2022. With EIFD's formation prior to August 2022 it is available to generate in FY 2022/2023.

- A new Advance Funding Agreement executed between the Cities of Stockton, Manteca and Lathrop and SJAFCA
 - To ensure that SJAFCA has sufficient revenues available to construct the Project, the Cities of Stockton, Manteca and Lathrop plan to enter into an Advance Funding Agreement with SJAFCA whereby sufficient funding would be made available to supplement funding from the above three noted funding sources to the extent the Fee Program, EIFD or OAD were not sufficient to provide all of the needed funds. To demonstrate the intent to move forward with this plan and for the purpose of supporting adequate progress, the Cities and SJAFCA executed a Memorandum of Understanding (**Appendix E**). The MOU allows SJAFCA, as the LFMA, to identify an additional source of revenue for the Project consistent with the criteria for demonstrating Adequate Progress.

In addition to the above sources, SJAFCA expects that State Grant revenues of approximately \$3.8 million would be available from an existing UFRR Agreement with SJAFCA to advance the preliminary design and environmental review of the Project. These revenues have been included within the financing plan in addition to those revenues identified above.

Governance Approach to Funding & Implementation

Prior to 2016, to facilitate the funding and implementation of the Project, the Cities of Lathrop and Manteca commissioned a governance evaluation. The 2016 APR outlined the governance structure that existed at the time in the Mossdale Tract Area for implementing the LSRP and outlined the entities that would be needed to support the implementation of the Phase 4 Project. The governance evaluation was completed in late 2017 and ultimately resulted in the reorganization of SJAFCA. SJAFCA is now the LFMA and Funding Entity, for the Mossdale Tract Area. SJAFCA now fulfills several distinct governance structures that were previously identified and evaluated to support the implementation, funding, and financing of the Project.

Project Funding and Financing Plan

In accordance with Government Code §65007(a), this portion of the 2022 Annual APR Update provides documentation that revenues have been identified to support implementation of the flood protection facilities and further, that sufficient revenues to fund each year of the project schedule have been identified. The 2016 APR presented a Funding and Financing Plan that has been refined and updated based on the actual progression of the Project's implementation and additional information obtained subsequent to that report. Further this section addresses the requirement to demonstrate that in any given year, and consistent with that schedule of identified revenues, at least 90 percent of the revenues scheduled to be received by that year have been appropriated and are currently being expended.

Remaining Project Costs

LSRP Project

This document has been updated since the preparation of the 2016 APR to reflect progress since May 2016 based on the remaining costs as of June 2022 for the RD 17 LRSP as summarized in **Table 2** below. **Table 2** shows the split of costs between the State and RD 17 and the percentage of remaining project costs based on the amount expended in the last 12 months. It is estimated that there are approximately \$5.31 million in remaining project costs related to the remaining two reaches of the LSRP.

Phase 4 Project Costs

Table 3 presents the Opinion of Probable Costs prepared by PBI and KSN for the Phase 4 Project as of January 2021 which are inclusive of the Climate Adaptation update. The cost estimates have been prepared as part of the coordinated effort to prepare the Climate Adaptation Update to the Engineer's Report.

Sources & Uses

An updated financing plan prepared for the implementation of the remaining levee improvements is shown in **Table 4**. **Table 4** presents and sources and uses statement based on an updated cash flow reflective of the progress of the work over the past year and projected completion of the Project in 2028. Additionally, **Table 4** shows the identified revenues that provide the basis for the conceptual financing plan. The financing plan is governed by the following assumptions:

- The RD 17 Mossdale Tract Assessment and the associated bond issuances in combination with committed State funding from DWR's EIP / UFRR program will continue to fund seepage remediation work until completion in 2023. This financing plan has been updated to reflect the change in the State cost sharing memorialized through a funding agreement amendment between DWR and RD 17. The State cost sharing split for the LSRP Project is now 60%/40% State versus Local Funding.
- The Cities would continue to cash flow the design and implementation of the Phase 4 Project, including the contemplated financing plan and supporting funding mechanisms, on an as needed basis consistent with the newly executed MOU. The amount of cash flow funding provided would be net of any Regional DIF, EIFD, OAD and Bond Proceed revenues received. The total funding received to

date from all funding sources, including previously advanced funds, is approximately \$15 million. All contributions from development interests are creditable toward the Regional DIF based on the credit program adopted by the SJAFCA Board (reference **Appendix B**).

- Net revenues from RD 17's implementation of the LSRP, including retention releases and net RD 17 Assessment revenues after debt service, would be available to help fund Phase 4 Project expenses.
- SJAFCA establishes the following funding mechanisms:
 - A Regional DIF program collecting revenues in 2018 and updated in 2022.¹²
 - A new OAD in place to collect revenues in FY 2024/2025.
 - A new EIFD covering the properties directly benefiting from the project. The EIFD would have a base of FY 2021/2022 and start receiving revenues in FY 2022/2023.
 - A bond authorization and issuance securitizing both new OAD and EIFD revenues would take place in FY 2024/25. The proceeds from the bond would be used to fund construction costs of the Phase 4 Project

Detailed Cash Flow Analysis and Schedule of Expenses and Revenues

To support the Adequate Progress Findings, as described in the 2016 APR, the LFMA must document that 90% of the required revenue scheduled to be received have been appropriated and are being expended. **Table 5** presents an updated detailed cash flow analysis showing how the planned expenditures are funded over time. This schedule is intended to be used by the LFMA to report annually to the CVFPB on the progress of the flood protection system. **Table 5** is supported by a series of tables (reflected in various appendices) that provide details regarding the expenditure and revenues schedule for the LSRP and SJAFCA's Phase 4 Project.

Government Code §65007(a) (2) (A) Compliance

It is important to note that because ULOP for the Mossdale Tract Area is being implemented in multiple stages, by multiple agencies, the financing plan identified for ULOP takes into consideration multiple funding sources. This approach was outlined in the 2016 APR and continues here. The following discussion breaks the funding sources apart by project and discusses compliance with Government Code §65007(a).

Within the 2020 Annual APR Update, the analysis associated with Government Code §65007(a)(2)(A) was updated. As noted above, **Table 5** presents the updated schedule of revenue and expense projections to demonstrate progress of the Project as it relates to the requirements of Government Code §65007(a)(2)(A). Because of permitting and funding delays related to the LSRP project, the estimates, including the overall costs and timing of expenses, as well as the schedule of revenues, was updated relative to the 2019 Annual APR Update.

Consistent with Government Code §65007(a)(2)(A), all of the revenues for the LSRP have been identified. These revenues included 1) State Funding from the EIP/UFRR Program and 2) RD 17 Mossdale Tract Assessment Revenues and Bond Proceeds. Further, consistent with the revised schedule, 90% of the revenues that are schedule to be received by this year have either been appropriated by a granting agency (in this case

¹² This action has been completed.

the State) or have been set aside by RD 17 (reference **Table 6**). State funding for the RD 17 Project was included within prior State Budget Appropriations and the entirety of RD 17's grant agreement has been appropriated. As it relates to the local share of the funding, while RD 17 is not required to adopt an appropriated budget by law,¹³ they have set aside the funds for the Project and entered into contracts and/or are required by law based on the source of the revenues to expend those funds for the specific purpose of implementing the LSRP (this is consistent with the intent of a budgetary appropriation). More specifically, those contracts include the EIP Funding Agreement that RD 17 has entered into with DWR as well as the Indenture of Trust Agreements between the District and its Bond Trustee. Finally, as a matter of law, RD 17's Assessment Revenues must be utilized consistent with its Assessment Engineer's Report and annual resolution approving the levy of the assessment.

Finally, the last requirement of Government Code §65007(a)(2)(A) is that the revenues scheduled to be received by that year are currently being expended. As noted previously, RD 17 has expended an additional approximately \$29.9 million on the LSRP since in 2021. RD 17 is currently working to construct the remaining improvement which are expected to be completed in 2023 at a cost of approximately \$5.31 million.

For the Phase 4 Project, because all of the identified funding is derived from local sources, there are no requirements of appropriations from the Federal or State governments. **Table 6** shows the cumulative scheduled revenues and the associated compliance check with Government Code §65007(a)(2)(A).

Table 7 provides the assumed expenditure schedule for the Phase 4 Project. It is expected that these tables will continue to be refined over time as the planning and development of the Projects progresses.

¹³ Reference Reclamation District No. 17 Financial Statements and Independent Auditor's Report, June 30, 2017 Note A – Summary of Significant Accounting Policies (Page 13) – “Budgetary accounting: The District does not adopt an appropriated budget and is not required to adopt such a budget by law. However, the District does adopt a non-appropriated budget annually, which is approved by the Board of Trustees.”

Table 2
Mossdale Tract: 2022 Adequate Progress Report
RD 17 LSRP Remaining Capital Cost Estimate & Cost Share

Item	Remaining Costs [1]	Local 40% [2]	State 60% [2]
LSRP - Project Remaining Costs			
Phase 1 ROW Remaining Costs	0	0	0
Phase 2 ROW Remaining Costs	0	0	0
Phase 3 Remaining Costs	5,310,000	2,124,000	3,186,000
Total Remaining Cost	\$5,310,000	\$2,124,000	\$3,186,000
Remaining Costs as of APR (June 2021)	\$35,300,000		
Reduction in Remaining Costs [3]	\$29,990,000		
% of June 2021 Remaining Project Completed	85%		

Source: Kjeldsen Sinnock & Neudeck (Updated by LWA)

[1] Estimated remaining Costs as of December 2022.

[2] Amounts are approximate and net of retention withheld by the State on prior incurred Cost by RD 17.

Table 3
Mossdale Tract: 2022 Adequate Progress Report
ULDC Project Engineer's Opinion of Probable Cost

Item	Base Project Total Costs (2021\$)
Soft Costs	
Admin / Planning	9,158,000
Environmental / Permitting	5,724,000
Surveying / Engineering	13,736,000
Construction Management	13,736,000
Mitigation	3,435,000
Subtotal: Soft Costs	45,789,000
Construction	114,455,000
Right-of-Way Acquisition (existing deficiencies)	14,284,000
Right-of-Way Acquisition (new construction improvements)	3,206,000
Subtotal: Right of Way	17,490,000
Dryland Levee Extension Alternative:	52,275,000
Total Cost	\$230,009,000

Source: Kjeldsen Sinnock & Neudeck Technical Memorandum dated January 29, 2021 Consolidated Cost Estimate of SJAFCA Mossdale Tract Area ULDC Climate Change Adjustment.

Table 4
Mossdale Tract: 2022 Adequate Progress Report
ULOP Adequate Progress Sources & Uses Statement (through 2026)

Item	Total [1]	Notes
Project Uses		
<u>LSRP Expenditures</u>		
LSRP - Phase I	\$ 2,665,761	
LSRP - Phase II (including Parks)	\$ 12,951,358	
LSRP - Phase III [2]	\$ 57,371,374	
Subtotal: LSRP Expenditures	\$ 72,988,492	
<u>ULOP Program Planning & Implementation</u>		
Pre-Project Expenditures (PBI/LWA/ETC)	\$ 3,229,308	
Funding Program Implementation Costs	\$ 1,554,259	
Subtotal: ULOP Program Planning & Implementation	\$ 4,783,568	
<u>SJAFCA Project Expenditures</u>		
Soft Costs	\$ 51,747,220	
Construction Costs	\$ 132,885,132	
Right-of-Way	\$ 20,693,768	
Dryland Levee Extension	\$ 60,654,014	
Subtotal: SJAFCA Project Expenditures	\$ 265,980,134	
Total Project Uses	\$ 343,752,194	
Project Sources		
State Funding for LSRP (EIP Program)	\$ 43,793,095	[2]
State UFRR Funding (Preliminary Design Only)	\$ 3,833,330	[3]
Subtotal State Funding	\$ 47,626,425	
Local Funding Sources		
<u>LSRP Funding</u>		
LSRP - RD 17 Mossdale Tract Assessments (Net Revenues)	\$ 34,912,134	[4]
LSRP - RD 17 Mossdale Tract (Bond Revenues)	\$ 30,413,996	[5]
LSRP - RD 17 Mossdale Tract (Debt Service)	(\$ 27,645,547)	[6]
<u>SJAFCA Project Funding</u>		
Developer Advances / City Funding	\$ 3,542,659	[7]
SJAFCA Overlay Assessment - ULDC	\$ 14,769,589	[8]
Development Fee Program	\$ 53,247,549	[9]
Member Agency Advance Funding	\$ 91,100,000	[10]
EIFD Revenues	\$ 27,246,178	[11]
Future EIFD / Assessment Overlay Financing (Bond Proceeds)	\$ 84,935,000	[12]
Future EIFD / Assessment Overlay Financing (Debt Service Carry)	(\$ 14,438,306)	[13]
Subtotal Local Funding	\$ 298,083,252	
Total Project Sources	\$ 345,709,677	
Total Project Sources less Uses	\$ 1,957,483	

Source: LWA

[1] Total Amounts between 2010 & 2026 including escalation

[2] Assumed State Share of Funding for RD 17 LSRP

[3] Balance of UFRR Study Funding Agreement for Pre Design and Environmental Review.

[4] Assumed share of RD 17 Assessment Revenues that are used to fund Project Costs and Debt Service for the LSRP during the time frame of the Analysis

[5] Bond Proceeds assumed to be available to fund Project Costs as calculated per the Cash Flow Analysis (Table 5)

[6] Debt service for RD 17 PFA Financing during period of analysis.

[7] Funding advanced by Cities and Developers from 2010 to 2016 for ULDC Analysis & Implementation of the Funding Program.

[8] New overlay assessment revenues during period of implementation.

[9] Development Impact fee revenues collected during period of implementation.

[10] Agency Advanced Funding provided by Member Agencies pursuant to a future Funding Agreement consistent with approved MOU.

[11] EIFD revenues collected during period of implementation

[12] Assumed financing secured by Overlay Assessment and EIFD Revenues.

[13] Debt service for the Hybrid EIFD and Assessment Financing during period of analysis.

Table 5
Missale Tract 2022 Adequate Progress Report
UICP Levee Program Cash Flow and Financing Analysis

Year	Reference (UICP APN)	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	
LSPR Beginning Balance																						
LSPR Beginning Balance		-	-	2,619,399	2,131,000	4,072,776	3,760,976	2,749,500	8,184,283	-	-	654,843	6,702,895	7,590,380	-	5,563,806	5,993,766	5,563,806	5,993,766	5,993,766	6,448,611	
LSPR Expenditures																						
LSPR - Phase I		2,630,649	4,736	3,256	1,147	989	15,610	3,948	-	-	-	-	-	-	-	-	-	-	-	-	-	
LSPR - Phase II (Including Ponds)		3,756,668	4,305,206	494,457	1,435,354	202,792	21,748	33,658	123,106	16,423	68,108	26,380	28,076	2,637,382	-	-	-	-	-	-	-	
LSPR - Phase III [2]		625,090	1,585,978	1,088,885	619,783	608,271	882,128	1,726,286	1,250,250	7,658,779	1,019,557	1,772,320	1,601,169	26,229,978	5,310,000	-	-	-	-	-	-	
Total LSPR Expenditures																						
Total LSPR Expenditures		7,012,406	5,695,921	2,834,939	2,058,939	811,210	1,995,874	3,377,555	1,087,652	7,676,152	1,087,652	3,419,328	3,202,245	28,867,360	5,310,000	-	-	-	-	-	-	
State Sources																						
State EP Funding (State Share)		-	1,991,867	2,355,408	420,838	1,041,086	-	-	-	-	-	354,808	9,228,635	733,160	12,990,312	10,469,538	-	-	-	-	-	-
State EP Funding (Local Credit)		-	1,077,608	473,025	31,194	576,149	-	-	-	-	-	1,637,387	412,081	-	-	-	-	-	-	-	-	-
Local Sources																						
RD 17 Assessment Net Revenues - LSPR		-	1,825,584	2,478,092	2,379,632	2,399,375	1,852,919	1,956,198	574,322	16,734	752,286	1,859,830	1,876,664	1,783,571	1,806,496	1,829,497	1,852,565	1,875,668	1,898,856	1,922,057	1,945,779	1,969,508
Total LSPR Revenues																						
Total LSPR Revenues		78,705,229	4,995,039	5,206,525	2,831,664	4,016,610	1,854,939	1,956,198	574,322	16,734	752,286	3,852,035	3,516,731	3,590,067	6,800,272	8,294,036	7,416,371	7,869,454	7,462,562	7,915,823	7,939,045	8,413,119
RD 17 Bond Finance - 2009																						
Assumed Drawn on Proceeds / Cash on Hand		7,012,406	2,360,281	161,085	-	-	-	-	896,689	1,750,878	-	1,426,267	1,424,367	7,905,783	-	-	-	-	-	-	-	-
Debt Service		(9,131,584)	(1,650,399)	(1,259,453)	(1,262,675)	(1,257,794)	(1,193,120)	(1,238,474)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
RD 17 Bond Refunding - 2016																						
Net New Proceeds		-	-	-	-	-	-	7,476,240	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Combined Debt Service post refunding		-	-	-	-	-	-	-	(1,424,554)	(1,421,499)	(1,424,861)	(1,426,267)	(1,424,367)	(1,425,611)	(1,425,230)	(1,425,844)	(1,424,344)	(1,424,344)	(1,421,344)	(1,421,844)	(1,425,594)	
Ending Balance LSPR Expenditures																						
Ending Balance LSPR Expenditures		270,763,701	281,988,071	284,823,010	287,654,374	290,485,738	293,317,102	296,148,466	298,979,830	301,811,194	304,642,558	307,473,922	310,305,286	313,136,650	315,968,014	318,799,378	321,630,742	324,462,106	327,293,470	330,124,834	332,956,198	335,787,562
SIJACA Project Beginning Balance																						
SIJACA Project Beginning Balance		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SIJACA Project Expenditures																						
Pre-Project Expenditures (PB)/LWA/E/C		3,228,308	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Funding Program Implementation Costs		1,554,259	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Start Costs		48,547,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Construction Costs		3,760,800	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Right of Way		11,885,128	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Dryland Levee Extension		20,883,768	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total SIJACA Project Expenditures																						
Total SIJACA Project Expenditures		270,763,701	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
State Sources																						
State UFR Funding (PEB Only)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
State Funding (Future Bond)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Local Sources																						
SIJACA Overlay Assessment - UICD		14,769,589	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Lottery/Maintenance/Developer Advance Funding		3,547,659	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Procurement Fee Program		53,247,349	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Member Agency Advance Funding		91,100,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Regional EFD TI Revenues		27,246,178	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total SIJACA Project Revenues																						
Total SIJACA Project Revenues		270,763,701	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

UICP APN	Use Grant	958,333	2,874,998	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DIWVIA Model	DIWVIA Model	14,769,589	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(3)	(3)	3,547,659	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Table 2-1(6)	Table 2-1(6)	53,247,349	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Appendix E	Appendix E	91,100,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Appendix F Table 2	Appendix F Table 2	27,246,178	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total SIJACA Project Revenues		270,763,701	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Table 5
 Mossdale Tract: 2022 Adequate Progress Report
 UGP Levee Program Cash Flow and Financing Analysis

Year	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Total SIAFCA Project Revenues	193,759,305				719,212	719,212	789,704	1,120,360	1,035,886	1,993,018	2,326,724	7,704,604	2,412,968	12,829,640	22,393,268	11,719,687	54,939,748	12,151,475	47,335,513	13,569,789
Preliminary Ending Balance SIAFCA Project								119,179	1,093,895	2,871,068	4,901,776	11,679,885	7,983,030	16,234,080	(5,904,052)	(45,586,082)	17,234,761	(45,291,217)	(5,328,443)	(9,215,521)
LEVEE PROGRAM - STARTING BALANCE			2,619,399	2,131,000	4,072,736	3,760,976	2,749,500	8,184,283	119,179	1,093,895	3,525,911	11,604,671	19,369,466	7,983,030	21,797,886	89,714	792,528	391,487	4,205,848	184,675
Net Cash Flow USRP		2,619,399	(488,999)	(1,841,735)	(311,749)	(1,011,477)	5,434,783	(6,184,283)	654,949	6,048,051	887,888	(7,590,380)	5,563,806	429,960	449,845	474,512	500,713	523,435	542,914	
Net Cash Flow SIAFCA Project								119,179	974,716	1,777,173	2,030,708	6,777,509	(1,696,053)	8,351,050	(22,138,132)	(39,682,030)	1,000,681	(39,387,165)	575,609	6,372,561
Program Financing																				
Bridge Financing Costs (Developer Advances / Other) Proceeds																				
AD & EIRD Borrowing Proceeds																39,335,000				
Debt Service Costs																	(2,076,235)	(2,099,186)	(5,120,218)	(5,142,668)
LEVEE PROGRAM - ENDING BALANCE		2,619,399	2,131,000	4,072,736	3,760,976	2,749,500	8,184,283	119,179	1,093,895	3,525,911	11,604,671	19,369,466	7,983,030	21,797,886	89,714	792,528	191,487	4,205,848	184,675	1,957,493

[1] Credit amounts shown for USRP on Table C2
 [2] All Remaining Costs are Phase 3 Costs
 [3] Amount needed to support project cashflows prior to 2017. Amount in 2017 is amount projected by RD 17. The amount is assumed to come from Bond Proceeds or Reserves available to support the USRP
 [4] Amount based on RD 17 refunding bond issuance
 [5] Amount provided by Lathrop Council Actions. Amounts already committed by the Cities of Lathrop & Manteca from General, Enterprise and Developer committed funding. Reference Table B7
 [6] Actual and future assumed Development Impact Fee revenues based on projected absorption assumptions. To the extent that development absorption does not generate the needed development for revenues, it is assumed the development interests advance fund development impact fees at a sufficient pace to cash flow the near term revenue shortfall in order to cover projected expenditures in a similar fashion as has been done in the past. reference Note 4d
 [7] Prior to 2020, the net cash flow of the USRP RD 17 Project and the fix-in-place urban project are assumed to be required to independently cash flow the respective projects, however, after January 2021, it is assumed that the combined cashflows of the respective projects have the benefit of combined funding sources, therefore, the Levee Program Ending Balance is required to be positive in order to ensure that the Levee Program is able to cash flow program expenditures

Table 6
 Mossdale Tract: 2022 Adequate Progress Report
 Government Code 65007 (a) Analysis

Item	Total Revenues Scheduled to be Appropriated by December 2022 for each Identified Revenue <i>Per 2022 APR</i>	Appropriation Applicable (Y, N or N/A)	Note <i>If Y - Details</i>	65007 (a) Check % Appropriated if Required
Project Revenues - LSRP				
State Funding for LSRP (EIP Program)	\$ 33,323,557	N/A	Part of Prop1E Allocation 5096.821 Project 3860-P1E-203.	N/A [1]
<i>Local Funding Sources</i>				
LSRP - RD 17 Mossdale Tract Assessments (Net Revenues)	\$ 21,619,683	N/A	Annual RD 17 Budget	N/A [2]
LSRP - RD 17 Mossdale Tract (Bond Revenues/Cash Balance)	\$ 22,937,756	N/A	Annual RD 17 Budget	N/A [3]
LSRP - RD 17 Mossdale Tract (Debt Service)	(\$ 8,547,160)	N/A	Annual RD 17 Budget	N/A
Project Revenues - SJAFCA Project				
State UFRR Funding (PED Only)	\$ 3,833,330	N/A	Part of Prop 1E Allocation 5096.821, Agreement No. 4600011771	N/A [4]
SJAFCA Overlay Assessment - ULDC	\$ 0	N/A	Future Source	N/A
Developer Advances / City Funding	\$ 3,542,659	N/A	Agreement / City Council Actions	N/A [5]
Development Fee Program	\$ 11,445,698	N/A	City Council Actions (Fee Programs)	N/A [6]
EIFD Revenues	\$ 0	N/A	EIFD PFA / SJAFCA Actions	N/A
Member Agency Advance Funding	\$ 0	N/A	Future Source	N/A
Future EIFD / Assessment Overlay Financing (Bond Proceeds)	\$ 0	N/A	Future Source	N/A
Future EIFD / Assessment Overlay Financing (Debt Service Carry)	\$ 0	N/A	Future Source	N/A

Source: LWA, Reclamation District No. 17, EMMA, the City of Lathrop.

[1] Based on information provided from RD 17. See Table C5 for RD 17 Annual Budgets / Financial Statement Information
 [2] Reference Table C5 for supporting information on RD 17's budgets.
 [3] Based on RD17 Financing Authority's December 2016 Bond Issuance Official Statement and information from RD 17's budgets.
 [4] Based on the approved Agreement Amendment and updated budget per Amendment No. 1.
 [5] Based on data provided by the City of Lathrop, SJAFCA and known contract that have been authorized by Council action.
 [6] As reported by SJAFCA based on actual collections and budgeted revenues.

Table 7
Mossdale Tract: 2021 Adequate Progress Report
Expenditure Schedule for the Phase 4 Project

Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
Soft Costs										
Admin / Planning	\$0	\$2,829,822	\$1,165,887	\$1,200,863	\$1,236,889	\$1,273,996	\$1,093,513	\$1,126,318	\$232,022	10,159,310
Environmental / Permitting	\$572,400	\$884,358	\$910,889	\$938,215	\$966,362	\$995,353	\$683,476	\$351,990	\$0	6,303,042
Surveying / Engineering	\$0	\$1,768,510	\$1,821,565	\$1,876,212	\$3,864,997	\$3,980,947	\$2,050,188	\$0	\$0	15,362,420
Construction Management	\$0	\$0	\$0	\$2,701,746	\$3,091,998	\$3,980,947	\$3,280,300	\$2,534,032	\$348,007	15,937,030
Mitigation	\$0	\$0	\$0	\$675,633	\$773,225	\$995,527	\$820,314	\$633,693	\$87,027	3,985,418
Subtotal Soft Costs	572,400	5,482,690	3,898,341	7,392,670	9,933,471	11,226,770	7,927,791	4,646,033	667,056	51,747,220
Construction										
Real Estate (Existing)	\$0	\$0	\$0	\$25,013,614	\$25,764,022	\$26,536,943	\$27,333,051	\$25,337,738	\$2,899,763	132,885,132
Real Estate (New)	\$0	\$0	\$0	\$0	\$3,215,354	\$3,311,814	\$3,411,169	\$3,513,504	\$3,618,909	17,070,749
Dryland Levee Extension	\$0	\$0	\$680,249	\$700,657	\$721,676	\$743,327	\$382,813	\$394,298	\$0	3,623,019
	\$0	\$0	\$0	\$11,424,461	\$11,767,195	\$12,120,210	\$12,483,817	\$12,858,331	\$0	60,654,014
Total Expenses	572,400	5,482,690	4,578,590	44,531,401	51,401,717	53,939,064	51,538,640	46,749,904	7,185,728	265,980,134

Source: KSN / PBI / LWA

Evaluation of Identified Revenues

This section identifies, describes, and presents the updated evaluation of the funding sources for the remaining levee improvement work previously identified in the 2016 APR. The combined use of these sources is dependent on several factors including implementation timing. A discussion of the implementation timing of the planned funding mechanisms follows this section.

RD 17 LSRP Project – RD 17 Assessment Revenues/State EIP Funding

Appendix C provides an updated expenditure schedule for the LSRP as well as the supporting analysis of the identified revenues for implementation with funds from the RD 17 Mossdale Tract Assessment and DWR’s EIP program. This analysis supports the net revenues identified in **Table 5** that are available to support the implementation of the Phase 4 Project after completion of the LSRP.

Development Fees & Advance Funding

Currently, SJAFCA, through an amended collection agreement with the Cities of Lathrop, Manteca, Stockton, and San Joaquin County is collecting fees as a condition of development within the Project’s benefit area. On July 12, 2022, SJAFCA adopted Resolution R-22-135 approving an Update to the Mossdale Tract Area Regional Urban Level of Flood Protection Nexus Study (Nexus Study Update) and a related collection agreement amendment (reference **Appendix B**). Subsequently, the Cities of Lathrop, Manteca, Stockton, and San Joaquin County adopted the Nexus Study Update and authorized the collection of the new fee between September and November 2022. As such, the portions of the Mossdale Tract Area that include planned development projects that lie within the 200-year Floodplain (the Phase 4 Project benefit area) will need to mitigate the impact of development in the floodplain and pay the Regional DIF. This funding will ensure that improvements can be made to flood control infrastructure to mitigate increases in expected annual damages.

To ensure that sufficient revenues are made available from this mechanism to meet the near-term cash flow demands of the project, the Land Use Agencies entered into agreements with landowners to advance some of the fee obligation and utilize this advanced funding as credit toward payment of the fee. An analysis showing an allocation of the costs to planned development is documented in the “Mossdale Tract Area: Regional Urban Level of Flood Protection Levee Impact Fee Final Nexus Study Update” dated November 16, 2022. The current financing plan reflected within this APR projects reflects the updated fee rate effective as of December 2022. **Appendix B** shows the actual revenues received through November 2022 and projections of the revenues to come from the Updated Regional Fee Program overtime. In addition, the analysis considers the escalation of the fee rates over time based on the approved indexed escalation rate incorporated into the approved updated Fee.

To continue to advance the Phase 4 Project the Land Use Agencies have utilized Agency and developer advance funding and fee revenue collections. This funding has been utilized to support ongoing efforts including the formation of the EIFD and the planning and implementation of an Overlay Assessment expected in 2024. Early funding is expected to be reimbursed to the Agencies (in the future) or, in the case of developer advanced funding, creditable toward the DIF Program as described above.

New Special Assessment

Given the fact that a significant portion of the beneficiaries of the Phase 4 Project are already developed properties within the Mossdale Tract Area, the 2016 APR described a plan to move forward with the formation of a new special benefit assessment district that would overlay the existing RD 17 Mossdale Tract Assessment (the previously described OAD). RD 17's existing Mossdale Tract Assessment currently generates more than \$3.2 million per year with an average residential assessment of approximately \$96 per year. To test the feasibility of a new OAD, a detailed analysis of the apportionment of special benefits for the Phase 4 Project was completed as part of the financial analyses associated with the Governance Analysis completed in late 2017. Since that time, SJAFCA has engaged an Assessment Engineer to develop an Engineer's Report and support the formation of the OAD. As noted earlier in the report, Willdan has been engaged and completed a preliminary analysis. The new OAD is assumed to have an expected average residential per parcel assessment of approximately \$82 in addition to the existing assessment. With this assumed average residential per parcel assessment and similar apportionment as the existing RD 17 Mossdale Tract Assessment, the overlay assessment is expected to generate an additional \$2.625 million per year. **Appendix D** provides an analysis of the revenues expected to be generated by the OAD taking into consideration the increased revenue to come from new development over time. The tables presented in **Appendix D** support the overlay assessment revenues presented in **Table 5**.

SJAFCA's current plan is to advance the formation of the new OAD in early 2024 such that revenues from the new OAD would start to be received during FY 2024/25. Once formed, and in combination with the tax increment revenues from a new EIFD (described below), the two funding mechanisms would provide the necessary annual revenues to both directly fund a portion of the design and planning of the project, and help service future debt that could be issued to provide the needed cash flow for the project.

Enhanced Infrastructure Financing District

In July 2022 SJAFCA's Member Land Use Agencies formed the Mossdale Tract Enhanced Infrastructure Financing District. The EIFD allows for the use of Tax Increment Financing for the regional flood control improvements. The entities initiated the process by forming a new Public Financing Authority that includes members of the legislative bodies of the public agencies as well as two public members. The Mossdale Tract Enhanced Infrastructure Financing District Public Financing Authority (EUIFD PFA) prepared an Infrastructure Financing Plan (IFP) that describes the funding for the construction of regional flood control improvements that provide benefit to the Mossdale Tract Area. The IFP identifies the participating taxing entities within the EIFD and the share of Property Tax Increment each participating entity in the EIFD would allocate to the Project over time.

EIFD / Special Benefit District Financing

Appendix F provides reference to the location of IFP on SJAFCA's website. This document includes an analysis of the projected revenues to come from the proposed EIFD. The revenues projected within the IFP are reflected within the financing plan presented in this Adequate Progress Report. To ensure sufficient revenues are available to finance the improvements, SJAFCA plans to issue debt secured by a combination of Assessment District and Tax Increment Revenues received by the EIFD and pledged to SJAFCA. An updated

analysis of the combined financing capacity of the proposed OAD and EIFD has been prepared and is included within **Appendix F**. **Figure 2** below illustrates the revenues, proposed bond issuances, and debt service associated with the planned financing.

The updated Financing Plan assumes the following borrowings take place:

- One borrowing in 2025 yielding approximately \$39.94 million in proceeds (estimated \$43.25 Million Par) takes place. The borrowings would be secured by the proposed assessment district with one year of collection history and rate covenant of 1.2x Maximum Annual Debt Service. The current financing plan assumes a 30-year issue with 3.6% interest rates and escalating debt services. The issue is with an estimated 100% of Maximum Annual Debt Service reserve fund.
- A 2027 borrowing yielding \$45 million in proceeds (approximately \$48.84 million Par) takes place. This borrowing would be secured by a pledge of Tax Increment from the EIFD as well as an assumption that debt service coverage could be met with a backup pledge of any net assessment revenues. The current financing plan assumes a 30-year issue with 4.6% interest rate and level debt service. The issue is sized with a 1x Maximum Annual Debt Service Reserve Fund.

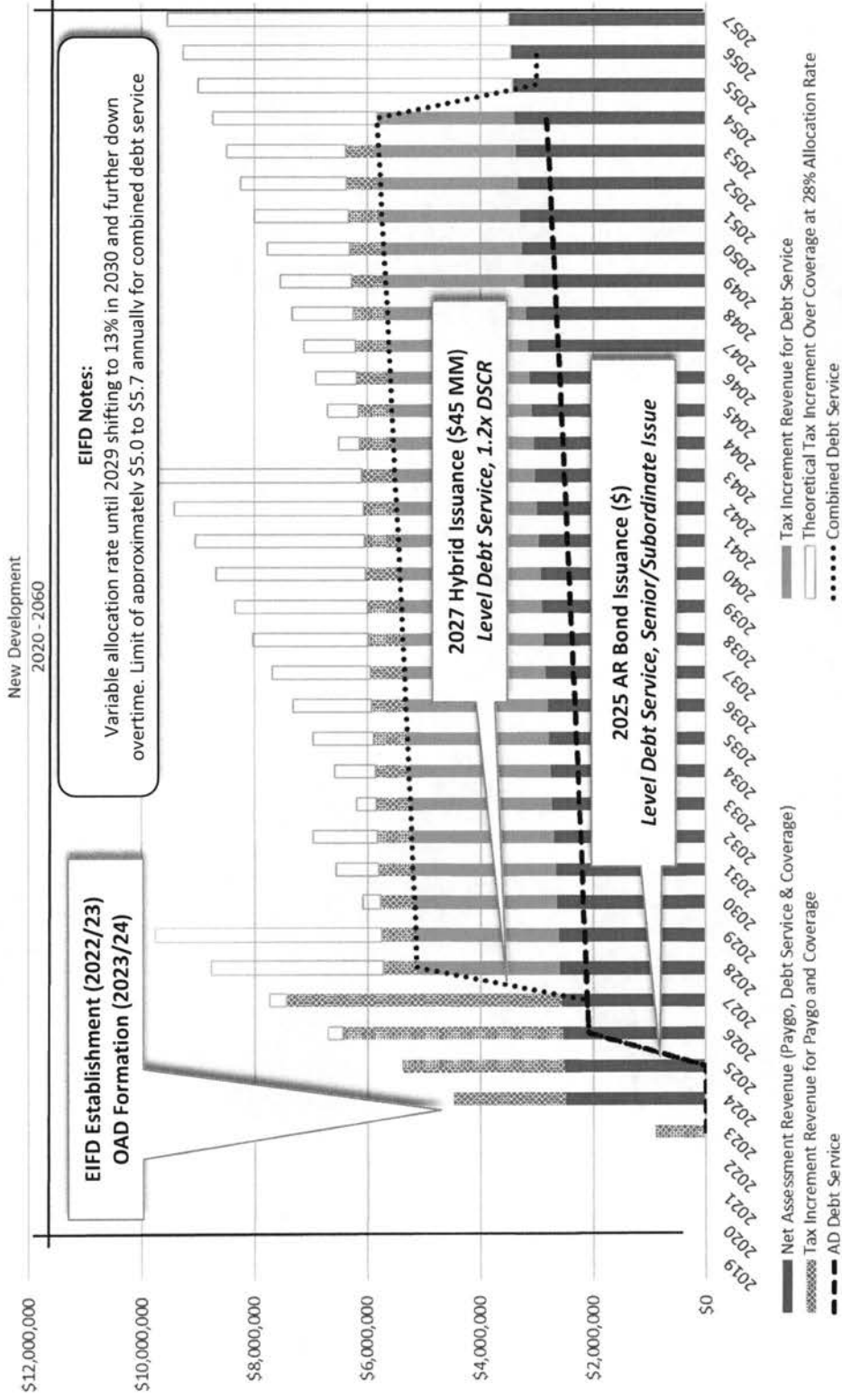
The Financing Plan presented with this 2022 Annual APR Update has refined the Overlay and EIFD Revenue Analyses previously presented. As shown in IFP referenced in **Appendix F**, the EIFD revenue analysis has been prepared to present the following property tax revenue allocation rate scenarios as follows:

Affected Taxing Entity	EIFD Contribution Rate			
	Initial Years (2021-2029)	2030 - 2032	2033 - 2043	2044 -2061
Maximum Tax Rate Scenario				
City of Lathrop	10.0%	20.0%	20.0%	20.0%
City of Manteca	5.0%	20.0%	20.0%	20.0%
City of Stockton	1.0%	20.0%	20.0%	20.0%
San Joaquin County	47.3%	20.0%	20.0%	20.0%
Variable Tax Rate Scenario				
City of Lathrop	10.0%	13.0%	9.5%	4.5%
City of Manteca	5.0%	13.0%	9.5%	4.5%
City of Stockton	1.0%	13.0%	9.5%	4.5%
San Joaquin County	47.3%	13.0%	9.5%	4.5%

The Variable Tax Rate Scenario has been modeled and created additional capacity to cover the needed debt service of the proposed bonding over time. Need is shown in **Table E1** and demonstrated in the chart presented in **Figure 2**.

Figure 2: Combined Assessment Revenue & EIFD Tax Increment Financing Approach

**SJAFCA Mossdale Tract ULOP Project
 Combined Assessment Revenue & EIFD Tax Increment Financing
 (AD @ \$2.625 Million Starting Rate & EIFD based on Approved IFP Variable Rate Scenario)**



The OAD provides revenues sufficient to bridge the gap between available Tax Increment Revenues and the required debt service needed to provide coverage for the bonds. In addition, available net revenues from the OAD, after filling the gap for the required Tax Increment Financing, would be available and authorized to provide ongoing operations and maintenance for the improved levee system.

Member Agency Advanced Funding Agreement

As noted previously, to ensure that SJAFCA has sufficient funding to construct the Project, the Cities of Stockton, Manteca and Lathrop (Agreeing Member Agencies) plan to enter into an Advance Funding Agreement with SJAFCA whereby sufficient funding would be made available to SJAFCA to supplement funding from the above identified funding sources. Under this concept, SJAFCA would enter into an Advanced Funding Agreement, whereby the Agreeing Member Agencies would fund, on a predetermined specified schedule (a schedule of Capital Calls), the funding needed to support Adequate Progress. The Agreeing Member Agencies and SJAFCA are currently developing the terms of the agreement pursuant to a Memorandum of Understanding (**Appendix E**). Currently, based upon the assumptions regarding the funding and financing plan described within this report, the Agreeing Member Agencies would be providing a total of \$91.1 million.

The source of funding from the Agreeing Member Agencies would not be managed by SJAFCA. To the extent the Agreeing Member Agencies would be relying on developer funding through land secured financing (e.g. a Member Agency formed CFD, CSCDA’s Statewide Community Infrastructure (“SCIP”) Program or CMFA’s Bond Opportunities for Land Development (“BOLD”) Program) SJAFCA would cooperate with the Member Agency to support and establish the underlying infrastructure funding obligation. For example, this could take place through the preparation of any needed updates of the current Development Impact Fee program, coordination with the Member Agencies’ public financing team, or otherwise as needed. It is expected that an Advanced Funding Agreement would be fully executed prior to the next Annual Adequate Progress Report update.

Status and Schedule for Funding & Financing Implementation

The following matrix outlines a conceptual schedule and details the status for the implementation of the contemplated funding mechanisms and associated financing of the improvements.

Activity	Start	End	Duration [1]	Status
MOU Principles		June 1, 2016	N/A	Completed
Prepare and Review ULOP Adequate Progress Report		June 1, 2016	N/A	Completed
Enter into MOU		June 30, 2016	N/A	Completed
Adopt ULOP Adequate Progress Findings		July 2, 2016	N/A	Completed
Develop Funding/Governance Evaluation Framework		March 2016	N/A	Completed

Activity	Start	End	Duration [1]	Status
Prepare Financial & Governance Analysis Supporting Governance Entity & Financial Plan		September 2017	N/A	Completed
<i>Implement Governance Entity</i>				
Enter into JPA & (SJAFCA Reorganization)		December 2017	N/A	Completed
<i>Implement Funding Mechanisms</i>				
Interim Impact Fee		April 2017	N/A	Completed
Regional Impact Fee Adoption	January 2018	December 2018	N/A	Completed
Regional Impact Fee Update	June 2021	November 2022	17 months	Completed
Overlay Assessment District Formation	June 2018	August 2023	18 months remaining	Preliminary Analysis Completed & Implementation Scoped & Consultants Engaged
EIFD Adoption and EIFD Formation	September 2018	August 2022	N/A	Completed Administration Ongoing
Member Agency Advanced Funding Agreement	August 2022	December 2023	17 Months	MOU Executed Advanced Funding Agreement being Negotiated
<i>Implement Financing Entity / Mechanism</i>				
Issue Debt		2025 & 2027	N/A	

The above information will continue to be updated annually as progress is made. The information above coincides with the cash flow model assumptions presented within **Table 5** and the supporting analysis appendices.

APPENDIX A:

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY RESOLUTION NO. 19-06:
RESOLUTION TO ADOPT POLICY ON ADAPTING DESIGN STANDARDS FOR THE
MOSSDALE TRACT AREA OF SJAFCA IN LIGHT OF CLIMATE CHANGE**

**JANUARY 29, 2021, TECHNICAL MEMORANDUM PREPARED BY KJELDTSEN
SINNOCK & NEUDECK, INC. RE: SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA ULDC ADJUSTMENTS FOR CLIMATE CHANGE –
CONSOLIDATED COST ESTIMATE**

Reso 19-06 SJAFCA Resolution Adopting Policy re: Climate Change A1

Tech Memo Technical Memo Detailing Updated Cost Estimate A7

RESOLUTION NO. SJAFCA 19-06

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**



**RESOLUTION TO ADOPT POLICY ON ADAPTING DESIGN
STANDARDS FOR THE MOSSDALE TRACT AREA OF SJAFCA IN
LIGHT OF CLIMATE CHANGE**

WHEREAS, the overwhelming consensus of the international scientific community, as established by the Intergovernmental Panel on Climate Change and confirmed by the National Academy of Sciences, is that climate change is a real and increasingly urgent threat that demands action at every level of government; and

WHEREAS, the Sacramento-San Joaquin Delta (hereinafter Delta) is a unique natural and geographic feature of the State of California, and is the largest estuary on the Pacific Coast of the United States encompassing an area of over 730,000 acres with islands and tracts of rich fertile soil surrounded by miles of sloughs and winding channels protected by levees; and

WHEREAS, climate change is directly impacting San Joaquin County citizens through sea level rise, flooding, increased wildfires, drought, and air pollution harming the public health; and

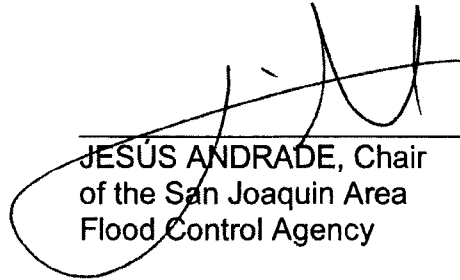
WHEREAS, further climate change is expected to impact the region's temperatures, precipitation and sea level with consequences for the area population, agriculture, environment and infrastructure; and

WHEREAS, to protect these critical resources, the San Joaquin Area Flood Control Agency must continually evaluate the risks and impacts from climate changer uncertainties and identify appropriate adaptation and mitigation strategies utilizing the best available science in conjunction with stakeholders for adapting design standards for the Mossdale Tract Area of SJAFCA.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

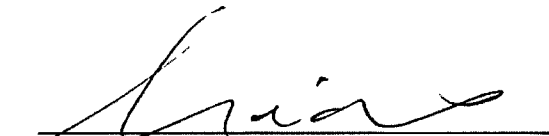
That the Policy on Climate Change is hereby approved and adopted, a copy of which is attached as Exhibit "A" and incorporated by this reference.

PASSED, APPROVED AND ADOPTED this 7th day of February, 2019.



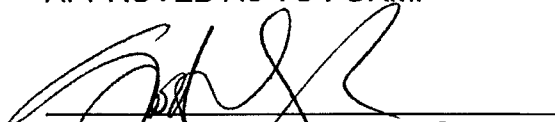
JESÚS ANDRADE, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:



CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:



SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

EXHIBIT “A”

San Joaquin Area Flood Control Agency Policy for Adapting Design Standards for the Mossdale Tract Area of SJAFCA in Light of Climate Change Uncertainties

February 7, 2019

Introduction

The San Joaquin Area Flood Control Agency (SJAFCA) is advancing a program for increasing the level of flood protection provided by the Mossdale Tract levees through (i) development of locally-funded improvements, (ii) partnering with the State on potential State funding of improvements, and/or (iii) the pursuit of a Federally-authorized set of improvements. In the development of locally-funded improvements and other improvements which may be cost-shared with the State and Federal governments, it is necessary to select the appropriate future hydrology, considering climate change estimates, to inform design-level work. Unfortunately, the uncertainties (magnitude, timing, and nature of frequency) associated with accurately predicting that future hydrology requires that the agency balance the flood risk associated with understating that hydrology with the financial costs associated with overstating that hydrology. The purpose of this document is to provide a Board-adopted policy for managing that risk specifically for the Mossdale Tract levees.

In addition, the passage of SB5 has imposed on communities in the Central Valley an obligation to ensure that future development will be subject to at least 200-year flood protection. The Department of Water Resources (DWR) has developed guidance for the Urban Level Of [Flood] Protection (ULOP) including findings that must be made

Available Data on Climate Change Through Hydrologic Studies

Climate change, as it applies to Mossdale Tract levees, is comprised of both tailwater conditions as well as watershed hydrology. Tailwater conditions are important because water surface profiles are calculated from downstream to upstream, and tailwater elevation (also known as “stage”) is an input to the model. In the case of the San Joaquin River, the downstream limit of the hydraulic model is roughly the Deep Water Ship Channel near the Smith Canal Gate project. The stage at that location is affected by sea level, tide cycles, hydraulics of the Delta, physical configuration of the Delta in a given event, storm surge, flood flows from the various tributary rivers and streams entering the Delta, and to some extent, wind setup (if all or part of the Delta were to become a large body of open water in the future, for instance). Sea level rise is an essential component of tailwater conditions to consider.

Although sea level rise at the Golden Gate Bridge has been studied extensively, the science and engineering of predicting San Joaquin River tailwater conditions and watershed hydrology is new. The only study to date to address both aspects of climate

EXHIBIT “A”

change for the San Joaquin River is the work by the State associated with the 2017 Update of the Central Valley Flood Protection Plan (CVFPP). That study concludes that significant changes are likely for both tailwater conditions and San Joaquin River flows as a result of climate change. For example, the 200-year event in the year 2067 is estimated by the 2017 CVFPP as a tailwater stage of 12.6', a stage which would overtop numerous Delta islands and overwhelm many existing and proposed facilities. In terms of watershed hydrology, the CVFPP also predicts a tripling of 200-year flood flows by the year 2067.

Additional Relevant Information

Until the development of the 2017 CVFPP Update, communities developing programs of improvements were required, under the ULOP guidelines, to address the risk of climate change without DWR generated estimates of tailwater conditions coupled with watershed hydrology. For example, in preparing adequate progress reports under ULOP for the River Islands Community of Lathrop, the City of Lathrop designed to the current hydrology, incorporated information from consensus sea level rise, and then added a further foot to the stage to address the uncertainty of changes to watershed hydrology as a result of climate change. Similarly, projects designed on the Sacramento River system have also incorporated additional stage or freeboard to address the uncertainty of changes to watershed hydrology as a result of climate change.

During the development of the 2017 CVFPP Update, commentators provided written comments to DWR regarding the significant changes projected by the Update and whether investment decisions should be made based on the Update. In response, DWR provided the following:

The 2017 CVFPP Update climate change analysis was used for system-scale planning and development of State policy in accordance with the directives and guidance of AB 2800, Executive Order B 30-15, Executive Order S-13-08, Public Resources Code 71155, and the California Natural Resources Agency publication, “Safeguarding California: Reducing Climate Risk (2014)” at a programmatic level. It has not been used to make investment-level decisions, project design, and implementation. While the 2017 CVFPP Update refines the overall near and long-term investment needs established in the 2017 CVFPP, it is not a decision document. Given the current state of climate change science and its uncertainties, application of the climate change projections for design purposes would not be appropriate at this time. A more detailed programmatic account of the climate change analyses and summary of the findings is presented in the supporting document “2017 CVFPP Update – Climate Change Analysis Technical Memorandum.” The document also recommends further study:

- Addressing uncertainty by evaluating a broader set of future climate scenarios, or sensitivity analyses.

EXHIBIT “A”

- Additional study to gain insight about reservoir climate vulnerability and potential adaptation needs.

The use of levee fragility and flood frequency curves is incorporated into the probabilistic methodology used for the CVFPP flood risk and potential life loss evaluations of the urban levee improvements and systemwide actions. Levee fragility data was developed based on the Nonurban/Urban Levee Evaluations program undertaken by the State. Further details on the methods and sources of data can be found in the “2017 CVFPP Update – Scenario Technical Analyses Summary Report” which supports the 2017 CVFPP Update.

Agency Policy

Based on the statement from DWR, it is not expected that SJAFCA use the 2017 CVFPP Update as a basis for design- and investment-level decisions. However, the trend of the 2017 CVFPP Update demonstrates that climate change will increase both the flows projected to flow down the San Joaquin River and increase the tailwater stages. DWR’s climate change estimates are for 50 years in the future only, and those estimates show the trends are still worsening at the end of that period with no eventual “leveling out” of the effects.

SJAFCA’s policy for design- and investment-level decisions must address this trend and the risk associated with uncertainty without using the DWR estimates which were not prepared for this purpose. The Board of Directors of the San Joaquin Area Flood Control Agency acknowledges that this policy may result in a future finding by a land use agency that the designed (or potentially constructed) project will not be able to provide 200-year flood protection in light of changing conditions caused by climate change or other factors, and that achieving and maintaining a particular level of flood protection often requires a community to recommit itself to implement further measures.

Therefore, it is the policy of the Board of Directors of the San Joaquin Area Flood Control Agency that design- and investment-level decisions shall incorporate the following elements (which are considered to be no, low, or medium regret to address the uncertainty of climate change) until such time as that uncertainty is reduced.

- Incorporation of additional stage at the downstream boundary of the San Joaquin River hydraulic model to cover “intermediate” estimates of sea level rise per U. S. Army Corps of Engineers guidance, plus an additional factor for uncertainty;
- The inclusion of some additional measure of stage in levee design. This additional stage will differ in different reaches to be determined by SJAFCA staff based upon input from consultants and partner agencies, but is expected to be in the zero to three-foot range;

EXHIBIT “A”

- Where real estate is being acquired for project improvements (and where land use coordination as described below is not adequate), SJAFCA will acquire the necessary real estate to support potential future levee raises and/or extensions based on the 2017 CVFPP climate change hydrology;
- Coordination with relevant land-use agencies in and around current and future levee alignments to ensure approved development can accommodate expanded levee footprints and extended levee alignments;
- At least every three years, and more often when the state of the science demands, staff shall review available studies and models and make recommendations to the Board whether this policy needs to be updated.
- SJAFCA will request that each land use agency within the Mossdale Tract annually provide to SJAFCA a summary of any findings made toward adequate progress;
- SJAFCA will develop cost estimates to provide SJAFCA with necessary resources to further study and evaluate this issue through and after project completion.

TECHNICAL MEMORANDUM

January 29, 2021

Project: San Joaquin Area Flood Control Agency
Mossdale Tract Area ULDC Climate Change Adjustment

Subject: Consolidated Cost Estimate

Prepared by: Erik E. Almaas, PE

Reviewed by: Christopher H. Neudeck, PE



1. Introduction

Detailed analyses have previously been performed on the existing levee system conditions of Reclamation District No. 17 (RD17) in order to determine the extent of Urban Levee Design Criteria (ULDC) compliance. Documentation of the analyses in the form of a ULDC Engineer's Report in 2016 (2016 Study) was performed by a team consisting of Peterson, Brustad, Inc. (PBI), Kjeldsen, Sinnock and Neudeck, Inc. (KSN), and ENGEO, Inc. The results of the analyses indicated that substantial improvements were needed to the RD17 levees, including a proposed eastward extension of the RD17 Dryland Levee. The overall estimated cost of these improvements amounted to nearly \$137 million, based on 2015 dollars.

In 2019, a new hydrological and hydraulic evaluation (2019 Study) was performed by PBI to refine potential climate change impacts in accordance with San Joaquin Area Flood Control Agency (SJAFC) policy. The results of this new evaluation indicated substantial elevated levels to the 200-year Design Water Surface Elevation (DWSE) along the RD17 levee, especially at the upstream end of the RD17 boundary. Additional improvements were identified based on the updated climate change evaluation, including the need to extend the proposed RD17 Dryland Levee extension even further to the east. The overall estimated cost of these incremental improvements amounted to nearly \$57 million, based on 2015 dollars.

The purpose of this technical memorandum is to summarize the levee assessment associated with consolidating the cost estimates from the 2016 Study and the 2019 Study into a single cost estimate that is then updated to 2021 dollars.

2. Levee Assessment

This levee assessment covers the RD17 levee from Station 0+00 to Station 959+00. It also covers a proposed Dryland Levee Extension that is required to extend the existing Dryland Levee eastward in order to meet ULDC compliance. A summary of the levee segments that were analyzed is shown below in Table 1.



Table 1 - Summary of Analyzed Levee Segments

Levee Segment	Station From	Station To	Segment Status
French Camp Slough	0+00	101+00	Existing
San Joaquin River	101+00	822+80	Existing
Walthall Slough	822+80	853+50	Existing
Dryland Levee	853+50	959+00 ¹	Existing
Dryland Levee Extension	959+00	1104+20 ²	Proposed

3. Data Sources

Existing data sources that were utilized in the levee assessment are as follows:

- Urban Levee Design Criteria (ULDC) Evaluation – Identify Necessary Improvements and Cost Estimate, prepared by KSN in 2016.
- Mossdale Tract Area ULDC Adjustments for Climate Change – Cost Estimate, prepared by KSN in 2019

4. Deficiency Results

There is a total of 20 ULDC criteria that were evaluated during both the 2016 Study and the 2019 Study. The results of the evaluations revealed that improvements were needed to satisfy several of the criteria. Each ULDC criteria is shown below in Table 2 and is denoted as to whether a particular criterion was identified as requiring improvements based on the 2016 Study and 2019 Study.

Table 2 - Necessary Improvements as per ULDC Criteria

ULDC Criteria	Improvements Required	
	2016 Study	2019 Study
7.1 Design Water Surface Elevation		
7.2 Minimum Top of Levee		X
7.3 Soil Sampling, Testing, and Logging		
7.4 Slope Stability for Intermittently Loaded Levees	X	X
7.5 Underseepage for Intermittently Loaded Levees	X	X
7.6 Frequently Loaded Levees		
7.7 Seismic Vulnerability		
7.8 Levee Geometry	X	X
7.9 Interfaces and Transitions		
7.10 Erosion	X	
7.11 Right-of-Way	X	X
7.12 Encroachments	X	X

¹ The analysis of the existing Dryland Levee in the 2016 Study ended at Station 972+25. On behalf of the City of Manteca, a subsequent study was performed by Drake Haglan and Associates in order to identify a recommended alternative of the proposed Dryland Levee Extension. This recommended alternative alignment, and its connection to the existing RD17 Dryland Levee, differed from the assumptions made in the 2016 Study. The end of the analysis was retracted to Station 959+00 in the 2019 Study based on the updated starting point of the Dryland Levee Extension.

² The end point of the Dryland Levee Extension was identified as Station 1027+25 in the 2016 Study. Based on the climate change adjustments to the DWSE, the Dryland Levee Extension was extended to Station 1104+20 in the 2019 Study.



ULDC Criteria	Improvements Required	
	2016 Study	2019 Study
7.13 Penetrations	X	
7.14 Floodwalls, Retaining Walls, and Closure Structures		
7.15 Animal Burrows		
7.16 Levee Vegetation		
7.17 Wind Setup and Wave Runup		
7.18 Security		
7.19 Sea Level Rise		
7.20 Emergency Actions		

5. Consolidation of Cost Estimates in 2015 Dollars

The overall estimated project cost from the 2016 Study is \$136,885,000, based on 2015 dollars. The individual projects that were identified in the 2016 Study are shown below in Table 3.

Table 3 - Summary of Original ULDC Evaluation Costs from 2016 Study

Project No.	Station From	Station To	Project Name	Cost (2015\$)
2.1	822+80	972+25	Dryland Levee Reconstruction and Seepage Berm	\$27,765,000
5.1	119+50	192+00	Cutoff Wall	\$10,224,000
5.2	190+50	297+75	Seepage Berm	\$19,501,000
5.3	311+00	518+50	Cutoff Wall	\$35,050,000
10.1	114+00	972+25	Erosion Repairs	\$9,386,000
11.1	0+00	972+25	Right-of-Way Acquisition (Existing Deficiencies)	\$12,381,000
11.2	0+00	972+25	Right-of-Way Acquisition (New Improvements)	\$3,900,000
12.1	112+73	815+40	Encroachment Remediation	\$678,000
13.1	571+35	801+00	Pipe Penetration Rehabilitation	\$2,128,000
	972+25	1027+25	Dryland Levee Extension	\$15,872,000
				\$136,885,000

The overall estimated project cost from the 2019 Study is \$56,587,000, based on 2015 dollars. The individual projects that were identified in the 2019 Study are shown below in Table 4.

Table 4 - Summary of Additional Costs Associated with Climate Change from 2019 Study

Project No.	Station From	Station To	Project Name	Cost (2015\$)
1	192+00	212+00	Widen Seepage Berm	\$1,074,000
2	312+30	339+00	Deepen Cutoff Wall	\$407,000
3	703+00 781+00	741+30 799+50	Cutoff Wall	\$9,197,000
4	570+00	822+80	Levee Raise along San Joaquin River	\$12,002,000
5	822+80	959+00	Levee Raise along Walthall Slough / Dryland Levee	\$7,414,000
6	959+00	1104+20	Dryland Levee Extension	\$26,493,000
				\$56,587,000

The two cost estimates described above from the 2016 Study and the 2019 Study were consolidated into a single cost estimate totally \$193,472,000, based on 2015 dollars. By merging and restructuring



similar and/or overlapping projects from the two studies, the list of projects was refined and narrowed down to a total of 15 identified projects, as shown below in Table 6.

6. Update of Consolidated Cost Estimate to 2021 Dollars

The update of the consolidated cost estimate from 2015 dollars to 2021 dollars was accomplished utilizing the Construction Cost Index (CCI) published monthly by Engineering News-Record (ENR). The CCI is an indicator of general construction costs and includes labor and materials components. ENR uses the CCI to measure how much it costs to purchase a hypothetical package of goods and services and compare it to what it was in a prior year. The CCIs that were used in this assessment are shown below in Table 5.

Table 5 - ENR CCIs and Escalation Factor

Description	Value
ENR CCI (November 2015)	10092
ENR CCI (January 2021)	11628
Escalation Factor	1.1522

The unit costs of the consolidated cost estimate were then adjusted by multiplying them by the above-described Escalation Factor and rounding up using the same number of significant digits. By doing so, the overall project cost increased to a total of \$230,009,000, based on 2021 dollars.

7. Cost Estimate Conclusions

The consolidated cost estimate to address ULDC levee deficiencies, including the adjustments due to climate change, is summarized below in Table 6. This summary indicates the project costs in both 2015 dollars and 2021 dollars, and it is based on the refined 15 projects as described above.

Table 6 - Cost Estimate Summary

Project ID	Station From	Station To	Project Name	Cost (2015\$)	Cost (2021\$)
1	119+50	148+00	Cutoff Wall	\$7,950,000	\$9,354,000
2	172+45	192+00	Cutoff Wall	\$4,464,000	\$5,331,000
3	190+50	247+00	Seepage Berm	\$14,481,000	\$17,002,000
4	255+50	259+50	Seepage Berm	\$970,000	\$1,138,000
5	270+00	297+75	Seepage Berm	\$6,295,000	\$7,389,000
6	311+00	362+50	Cutoff Wall	\$10,084,000	\$12,337,000
7	388+00	518+50	Cutoff Wall	\$25,374,000	\$30,954,000
8	570+00	822+80	Levee Raise @ San Joaquin River	\$14,681,000	\$17,390,000
9	703+00	741+30	Cutoff Wall	\$6,197,000	\$7,673,000
10	781+00	799+50	Cutoff Wall	\$3,001,000	\$3,716,000
11	822+80	853+50	Levee Raise @ Walthall Slough	\$1,629,000	\$1,941,000
12	853+50	959+00	Levee Raise & Seepage Berm @ Dryland Levee	\$32,485,000	\$38,374,000
13	0+00	959+00	Erosion Repairs	\$9,386,000	\$10,851,000
14	0+00	959+00	Right-of-Way (existing)	\$12,381,000	\$14,284,000
15	959+00	1104+20	Dryland Levee Extension	\$44,094,000	\$52,275,000
				\$193,472,000	\$230,009,000

A detailed breakdown of the improvement costs on a project-by-project basis is included in **EXHIBIT 1**.

San Joaquin Area Flood Control Agency
Mossdale Tract Area ULDC Climate Change Adjustment
Cost Estimate

EXHIBIT 1
Cost Estimate Breakdown

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				CUTOFF WALL			
ID 1				STA 119+50 TO STA 148+00			
Construction				\$4,732,000		\$5,567,500	
1.	Mobilization			10%	\$418,800	10%	\$492,700
2.	Erosion Control			3%	\$125,700	3%	\$147,900
3.	Clearing and Grubbing	5.4	AC	\$2,000	\$10,800	\$2,400	\$13,000
5.	Deep Mix Method (DMM) Cutoff Wall	83,300	SF	\$20	\$1,666,000	\$24	\$1,999,200
6.	Tracer Wire	2,900	LF	\$2	\$5,800	\$3	\$8,700
7.	Imported Engineered Fill	23,900	TN	\$15	\$358,500	\$18	\$430,200
8.	Class 2 Aggregate Base	2,100	TN	\$25	\$52,500	\$29	\$60,900
9.	Reconstruct Existing 8" Pipe	2	EA	\$45,000	\$90,000	\$51,900	\$103,800
10.	Reconstruct Existing 42" Pipe	6	EA	\$250,000	\$1,500,000	\$288,100	\$1,728,600
11.	Air Release Valve	8	EA	\$2,000	\$16,000	\$2,400	\$19,200
12.	8" Valve	2	EA	\$2,500	\$5,000	\$2,900	\$5,800
13.	42" Valve	6	EA	\$70,000	\$420,000	\$80,700	\$484,200
14.	Encroachment Removal	3	EA	\$10,000	\$30,000	\$11,600	\$34,800
15.	Encroachment Modification	1	EA	\$20,000	\$20,000	\$23,100	\$23,100
16.	Hydroseeding	128,300	SF	\$0.10	\$12,900	\$0.12	\$15,400
Mangement / Environmental / Engineering				\$1,893,000		\$2,227,300	
1.	Administration			5%	\$236,600	5%	\$278,400
2.	Planning			3%	\$142,000	3%	\$167,100
3.	Environmental and Permitting			5%	\$236,600	5%	\$278,400
4.	Geotechnical Engineering			2%	\$94,700	2%	\$111,400
5.	Surveying and Civil Engineering			10%	\$473,200	10%	\$556,800
6.	Construction Management and Inspection			12%	\$567,900	12%	\$668,100
7.	Mitigation			3%	\$142,000	3%	\$167,100
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$1,325,000		\$1,559,000	
Project Totals				\$7,950,000		\$9,354,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				CUTOFF WALL			
ID 2				STA 175+45 TO STA 192+00			
Construction				\$2,656,400		\$3,173,000	
1.	Mobilization			10%	\$235,100	10%	\$280,800
2.	Erosion Control			3%	\$70,600	3%	\$84,300
3.	Clearing and Grubbing	3.7	AC	\$2,000	\$7,400	\$2,400	\$8,900
5.	Deep Mix Method (DMM) Cutoff Wall	88,000	SF	\$20	\$1,760,000	\$24	\$2,112,000
6.	Tracer Wire	2,000	LF	\$2	\$4,000	\$3	\$6,000
7.	Imported Engineered Fill	16,500	TN	\$15	\$247,500	\$18	\$297,000
8.	Class 2 Aggregate Base	1,500	TN	\$25	\$37,500	\$29	\$43,500
9.	Reconstruct Existing 8" Pipe	2	EA	\$45,000	\$90,000	\$51,900	\$103,800
10.	Reconstruct Existing 12" Pipe	1	EA	\$60,000	\$60,000	\$69,200	\$69,200
11.	Reconstruct Existing 16" Pipe	1	EA	\$80,000	\$80,000	\$92,200	\$92,200
12.	Air Release Valve	4	EA	\$2,000	\$8,000	\$2,400	\$9,600
13.	8" Valve	2	EA	\$2,500	\$5,000	\$2,900	\$5,800
14.	12" Valve	1	EA	\$4,000	\$4,000	\$4,700	\$4,700
15.	16" Valve	1	EA	\$8,500	\$8,500	\$9,800	\$9,800
16.	Encroachment Removal	3	EA	\$10,000	\$30,000	\$11,600	\$34,800
17.	Hydroseeding	88,000	SF	\$0.10	\$8,800	\$0.12	\$10,600
Mangement / Environmental / Engineering				\$1,062,900		\$1,269,400	
1.	Administration			5%	\$132,900	5%	\$158,700
2.	Planning			3%	\$79,700	3%	\$95,200
3.	Environmental and Permitting			5%	\$132,900	5%	\$158,700
4.	Geotechnical Engineering			2%	\$53,200	2%	\$63,500
5.	Surveying and Civil Engineering			10%	\$265,700	10%	\$317,300
6.	Construction Management and Inspection			12%	\$318,800	12%	\$380,800
7.	Mitigation			3%	\$79,700	3%	\$95,200
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$743,000		\$888,500	
Project Totals				\$4,464,000		\$5,331,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				SEEPAGE BERM			
ID 3				STA 190+50 TO STA 247+00			
Construction				\$8,142,200		\$9,569,200	
1.	Mobilization			3%	\$230,500	3%	\$270,900
2.	Erosion Control			3%	\$230,500	3%	\$270,900
3.	Clearing and Grubbing	20.8	AC	\$2,000	\$41,600	\$2,400	\$50,000
4.	Imported Engineered Fill	159,200	TN	\$15	\$2,388,000	\$18	\$2,865,600
5.	Drain Rock Material	99,200	TN	\$30	\$2,976,000	\$35	\$3,472,000
6.	Sand Filter Material	49,400	TN	\$25	\$1,235,000	\$29	\$1,432,600
7.	Filter Fabric	675,300	SF	\$0.50	\$337,700	\$0.58	\$391,700
8.	Class 2 Aggregate Base	4,200	TN	\$25	\$105,000	\$29	\$121,800
9.	Reconstruct Existing 8" Pipe	4	EA	\$45,000	\$180,000	\$51,900	\$207,600
10.	Reconstruct Existing 10" Pipe	2	EA	\$55,000	\$110,000	\$63,400	\$126,800
11.	Reconstruct Existing 16" Pipe	1	EA	\$80,000	\$80,000	\$92,200	\$92,200
12.	Reconstruct Existing 20" Pipe	1	EA	\$95,000	\$95,000	\$109,500	\$109,500
13.	Air Release Valve	8	EA	\$2,000	\$16,000	\$2,400	\$19,200
14.	8" Valve	4	EA	\$2,500	\$10,000	\$2,900	\$11,600
15.	10" Valve	2	EA	\$3,000	\$6,000	\$3,500	\$7,000
16.	16" Valve	1	EA	\$8,500	\$8,500	\$9,800	\$9,800
17.	20" Valve	1	EA	\$18,000	\$18,000	\$20,800	\$20,800
18.	Hydroseeding	743,100	SF	\$0.10	\$74,400	\$0.12	\$89,200
Mangement / Environmental / Engineering				\$3,257,300		\$3,828,000	
1.	Administration			5%	\$407,200	5%	\$478,500
2.	Planning			3%	\$244,300	3%	\$287,100
3.	Environmental and Permitting			5%	\$407,200	5%	\$478,500
4.	Geotechnical Engineering			2%	\$162,900	2%	\$191,400
5.	Surveying and Civil Engineering			10%	\$814,300	10%	\$957,000
6.	Construction Management and Inspection			12%	\$977,100	12%	\$1,148,400
7.	Mitigation			3%	\$244,300	3%	\$287,100
Real Estate				\$667,500		\$771,000	
1.	Land Valuation (Agricultural)	12.7	AC	\$25,000	\$317,500	\$28,900	\$367,100
2.	Easement Acquisition	7	EA	\$50,000	\$350,000	\$57,700	\$403,900
Contingency (20%)				\$2,415,100		\$2,859,700	
Project Totals				\$14,481,000		\$17,002,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				SEEPAGE BERM			
ID 4				STA 255+50 TO STA 259+50			
Construction				\$528,800		\$621,000	
1.	Mobilization			3%	\$15,000	3%	\$17,600
2.	Erosion Control			3%	\$15,000	3%	\$17,600
3.	Clearing and Grubbing	1.4	AC	\$2,000	\$2,800	\$2,400	\$3,400
4.	Imported Engineered Fill	9,900	TN	\$15	\$148,500	\$18	\$178,200
5.	Drain Rock Material	6,000	TN	\$30	\$180,000	\$35	\$210,000
6.	Sand Filter Material	3,000	TN	\$25	\$75,000	\$29	\$87,000
7.	Filter Fabric	40,800	SF	\$0.50	\$20,400	\$0.58	\$23,700
8.	Class 2 Aggregate Base	300	TN	\$25	\$7,500	\$29	\$8,700
9.	Reconstruct Existing 10" Pipe	1	EA	\$55,000	\$55,000	\$63,400	\$63,400
10.	Air Release Valve	1	EA	\$2,000	\$2,000	\$2,400	\$2,400
11.	10" Valve	1	EA	\$3,000	\$3,000	\$3,500	\$3,500
12.	Hydroseeding	45,600	SF	\$0.10	\$4,600	\$0.12	\$5,500
Mangement / Environmental / Engineering				\$211,800		\$248,800	
1.	Administration			5%	\$26,500	5%	\$31,100
2.	Planning			3%	\$15,900	3%	\$18,700
3.	Environmental and Permitting			5%	\$26,500	5%	\$31,100
4.	Geotechnical Engineering			2%	\$10,600	2%	\$12,500
5.	Surveying and Civil Engineering			10%	\$52,900	10%	\$62,100
6.	Construction Management and Inspection			12%	\$63,500	12%	\$74,600
7.	Mitigation			3%	\$15,900	3%	\$18,700
Real Estate				\$67,500		\$78,000	
1.	Land Valuation (Agricultural)	0.7	AC	\$25,000	\$17,500	\$28,900	\$20,300
2.	Easement Acquisition	1	EA	\$50,000	\$50,000	\$57,700	\$57,700
Contingency (20%)				\$161,700		\$189,600	
Project Totals				\$970,000		\$1,138,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				SEEPAGE BERM			
ID 5				STA 270+00 TO STA 297+75			
Construction				\$3,512,500		\$4,127,500	
1.	Mobilization			3%	\$99,500	3%	\$116,900
2.	Erosion Control			3%	\$99,500	3%	\$116,900
3.	Clearing and Grubbing	9.1	AC	\$2,000	\$18,200	\$2,400	\$21,900
4.	Imported Engineered Fill	68,600	TN	\$15	\$1,029,000	\$18	\$1,234,800
5.	Drain Rock Material	41,600	TN	\$30	\$1,248,000	\$35	\$1,456,000
6.	Sand Filter Material	20,400	TN	\$25	\$510,000	\$29	\$591,600
7.	Filter Fabric	283,100	SF	\$0.50	\$141,600	\$0.58	\$164,200
8.	Class 2 Aggregate Base	2,100	TN	\$25	\$52,500	\$29	\$60,900
9.	Reconstruct Existing 10" Pipe	1	EA	\$55,000	\$55,000	\$63,400	\$63,400
10.	Reconstruct Existing 12" Pipe	2	EA	\$60,000	\$120,000	\$69,200	\$138,400
11.	Reconstruct Existing 16" Pipe	1	EA	\$80,000	\$80,000	\$92,200	\$92,200
12.	Air Release Valve	4	EA	\$2,000	\$8,000	\$2,400	\$9,600
13.	10" Valve	1	EA	\$3,000	\$3,000	\$3,500	\$3,500
14.	12" Valve	2	EA	\$4,000	\$8,000	\$4,700	\$9,400
15.	16" Valve	1	EA	\$8,500	\$8,500	\$9,800	\$9,800
16.	Hydroseeding	316,400	SF	\$0.10	\$31,700	\$0.12	\$38,000
Mangement / Environmental / Engineering				\$1,405,300		\$1,651,300	
1.	Administration			5%	\$175,700	5%	\$206,400
2.	Planning			3%	\$105,400	3%	\$123,900
3.	Environmental and Permitting			5%	\$175,700	5%	\$206,400
4.	Geotechnical Engineering			2%	\$70,300	2%	\$82,600
5.	Surveying and Civil Engineering			10%	\$351,300	10%	\$412,800
6.	Construction Management and Inspection			12%	\$421,500	12%	\$495,300
7.	Mitigation			3%	\$105,400	3%	\$123,900
Real Estate				\$327,500		\$378,200	
1.	Land Valuation (Agricultural)	5.1	AC	\$25,000	\$127,500	\$28,900	\$147,400
2.	Easement Acquisition	4	EA	\$50,000	\$200,000	\$57,700	\$230,800
Contingency (20%)				\$1,019,000		\$1,231,400	
Project Totals				\$6,295,000		\$7,389,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				CUTOFF WALL			
ID 6				STA 311+00 TO STA 362+50			
Construction				\$6,001,700		\$7,343,200	
1.	Mobilization			10%	\$531,200	10%	\$649,900
2.	Erosion Control			3%	\$159,400	3%	\$195,000
3.	Clearing and Grubbing	10.8	AC	\$2,000	\$21,600	\$2,400	\$26,000
4.	Degrade Existing Levee (1/3 Height)	23,500	CY	\$10	\$235,000	\$12	\$282,000
5.	Soil-Bentonite (SB) Cutoff Wall	354,200	SF	\$8	\$2,833,600	\$10	\$3,542,000
6.	Temporary Cap (Double Handle)	9,200	CY	\$10	\$92,000	\$12	\$110,400
7.	Tracer Wire	5,200	LF	\$2	\$10,400	\$3	\$15,600
8.	Imported Engineered Fill	108,800	TN	\$15	\$1,632,000	\$18	\$1,958,400
9.	Class 2 Aggregate Base	3,900	TN	\$25	\$97,500	\$29	\$113,100
10.	Reconstruct Existing 6" Pipe	1	EA	\$40,000	\$40,000	\$46,100	\$46,100
11.	Reconstruct Existing 8" Pipe	1	EA	\$45,000	\$45,000	\$51,900	\$51,900
12.	Reconstruct Existing 10" Pipe	3	EA	\$55,000	\$165,000	\$63,400	\$190,200
13.	Reconstruct Existing 14" Pipe	1	EA	\$75,000	\$75,000	\$86,500	\$86,500
14.	Air Release Valve	6	EA	\$2,000	\$12,000	\$2,400	\$14,400
15.	6" Valve	1	EA	\$2,000	\$2,000	\$2,400	\$2,400
16.	8" Valve	1	EA	\$2,500	\$2,500	\$2,900	\$2,900
17.	10" Valve	3	EA	\$3,000	\$9,000	\$3,500	\$10,500
18.	14" Valve	1	EA	\$7,000	\$7,000	\$8,100	\$8,100
19.	Hydroseeding	314,200	SF	\$0.10	\$31,500	\$0.12	\$37,800
Mangement / Environmental / Engineering				\$2,401,000		\$2,937,500	
1.	Administration			5%	\$300,100	5%	\$367,200
2.	Planning			3%	\$180,100	3%	\$220,300
3.	Environmental and Permitting			5%	\$300,100	5%	\$367,200
4.	Geotechnical Engineering			2%	\$120,100	2%	\$146,900
5.	Surveying and Civil Engineering			10%	\$600,200	10%	\$734,400
6.	Construction Management and Inspection			12%	\$720,300	12%	\$881,200
7.	Mitigation			3%	\$180,100	3%	\$220,300
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$1,680,500		\$2,056,200	
Project Totals				\$10,084,000		\$12,337,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT ID 7				CUTOFF WALL STA 388+00 TO STA 518+50			
Construction				\$15,102,800		\$18,424,200	
1.	Mobilization			10%	\$1,336,600	10%	\$1,630,500
2.	Erosion Control			3%	\$401,000	3%	\$489,200
3.	Clearing and Grubbing	27.3	AC	\$2,000	\$54,600	\$2,400	\$65,600
4.	Degrade Existing Levee (1/3 Height)	59,500	CY	\$10	\$595,000	\$12	\$714,000
5.	Soil-Bentonite (SB) Cutoff Wall	827,000	SF	\$8	\$6,616,000	\$10	\$8,270,000
6.	Temporary Cap (Double Handle)	23,200	CY	\$10	\$232,000	\$12	\$278,400
7.	Tracer Wire	13,000	LF	\$2	\$26,000	\$3	\$39,000
8.	Imported Engineered Fill	275,600	TN	\$15	\$4,134,000	\$18	\$4,960,800
9.	Class 2 Aggregate Base	9,600	TN	\$25	\$240,000	\$29	\$278,400
10.	Reconstruct Existing 4" Pipe	1	EA	\$35,000	\$35,000	\$40,400	\$40,400
11.	Reconstruct Existing 6" Pipe	2	EA	\$40,000	\$80,000	\$46,100	\$92,200
12.	Reconstruct Existing 10" Pipe	2	EA	\$55,000	\$110,000	\$63,400	\$126,800
13.	Reconstruct Existing 12" Pipe	5	EA	\$60,000	\$300,000	\$69,200	\$346,000
14.	Reconstruct Existing 14" Pipe	2	EA	\$75,000	\$150,000	\$86,500	\$173,000
15.	Reconstruct Existing 16" Pipe	3	EA	\$80,000	\$240,000	\$92,200	\$276,600
16.	Reconstruct Existing 20" Pipe	1	EA	\$95,000	\$95,000	\$109,500	\$109,500
17.	Reconstruct Existing 36" Pipe	1	EA	\$200,000	\$200,000	\$230,500	\$230,500
18.	Air Release Valve	17	EA	\$2,000	\$34,000	\$2,400	\$40,800
19.	4" Valve	1	EA	\$1,500	\$1,500	\$1,800	\$1,800
20.	6" Valve	2	EA	\$2,000	\$4,000	\$2,400	\$4,800
21.	10" Valve	2	EA	\$3,000	\$6,000	\$3,500	\$7,000
22.	12" Valve	5	EA	\$4,000	\$20,000	\$4,700	\$23,500
23.	14" Valve	2	EA	\$7,000	\$14,000	\$8,100	\$16,200
24.	16" Valve	3	EA	\$8,500	\$25,500	\$9,800	\$29,400
25.	20" Valve	1	EA	\$18,000	\$18,000	\$20,800	\$20,800
26.	36" Valve	1	EA	\$55,000	\$55,000	\$63,400	\$63,400
27.	Hydroseeding	796,000	SF	\$0.10	\$79,600	\$0.12	\$95,600
Mangement / Environmental / Engineering				\$6,041,400		\$7,370,200	
1.	Administration			5%	\$755,200	5%	\$921,300
2.	Planning			3%	\$453,100	3%	\$552,800
3.	Environmental and Permitting			5%	\$755,200	5%	\$921,300
4.	Geotechnical Engineering			2%	\$302,100	2%	\$368,500
5.	Surveying and Civil Engineering			10%	\$1,510,300	10%	\$1,842,500
6.	Construction Management and Inspection			12%	\$1,812,400	12%	\$2,211,000
7.	Mitigation			3%	\$453,100	3%	\$552,800
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$3,137,000		\$3,137,000	
Project Totals				\$25,374,000		\$30,954,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				LEVEE RAISE			
ID 8				STA 570+00 TO STA 822+80			
Construction				\$8,370,100		\$9,925,400	
1.	Mobilization			3%	\$236,900	3%	\$281,000
2.	Erosion Control			3%	\$236,900	3%	\$281,000
3.	Clearing and Grubbing	43.6	AC	\$2,000	\$87,200	\$2,400	\$104,700
4.	Imported Engineered Fill	339,700	TN	\$15	\$5,095,500	\$18	\$6,114,600
5.	Floodwall (3' tall)	2,400	LF	\$125	\$300,000	\$145	\$348,000
6.	Class 2 Aggregate Base	18,800	TN	\$25	\$470,000	\$29	\$545,200
7.	Reconstruct Existing 12" Pipe	3	EA	\$60,000	\$180,000	\$69,200	\$207,600
8.	Reconstruct Existing 16" Pipe	1	EA	\$80,000	\$80,000	\$92,200	\$92,200
9.	Reconstruct Existing 18" Pipe	4	EA	\$85,000	\$340,000	\$98,000	\$392,000
10.	Reconstruct Existing 20" Pipe	1	EA	\$95,000	\$95,000	\$109,500	\$109,500
11.	Reconstruct Existing 48" Pipe	1	EA	\$300,000	\$300,000	\$345,700	\$345,700
12.	Air Release Valve	10	EA	\$2,000	\$20,000	\$2,400	\$24,000
13.	12" Valve	3	EA	\$4,000	\$12,000	\$4,700	\$14,100
14.	16" Valve	1	EA	\$8,500	\$8,500	\$9,800	\$9,800
15.	18" Valve	4	EA	\$14,000	\$56,000	\$16,200	\$64,800
16.	20" Valve	1	EA	\$18,000	\$18,000	\$20,800	\$20,800
17.	48" Valve	1	EA	\$85,000	\$85,000	\$98,000	\$98,000
18.	Encroachment Removal	31	EA	\$10,000	\$310,000	\$11,600	\$359,600
19.	Encroachment Modification	3	EA	\$100,000	\$300,000	\$115,300	\$345,900
20.	Hydroseeding	1,390,400	SF	\$0.10	\$139,100	\$0.12	\$166,900
Management / Environmental / Engineering				\$3,348,700		\$3,970,500	
1.	Administration			5%	\$418,600	5%	\$496,300
2.	Planning			3%	\$251,200	3%	\$297,800
3.	Environmental and Permitting			5%	\$418,600	5%	\$496,300
4.	Geotechnical Engineering			2%	\$167,500	2%	\$198,600
5.	Surveying and Civil Engineering			10%	\$837,100	10%	\$992,600
6.	Construction Management and Inspection			12%	\$1,004,500	12%	\$1,191,100
7.	Mitigation			3%	\$251,200	3%	\$297,800
Real Estate				\$515,300		\$595,100	
1.	Land Valuation (Agricultural)	8.6	AC	\$25,000	\$215,300	\$28,900	\$248,900
2.	Easement Acquisition	6	EA	\$50,000	\$300,000	\$57,700	\$346,200
Contingency (20%)				\$2,445,000		\$2,898,200	
Project Totals				\$14,681,000		\$17,390,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				CUTOFF WALL			
ID 9				STA 703+00 TO STA 741+30			
Construction				\$3,688,200		\$4,566,900	
1.	Mobilization			10%	\$326,400	10%	\$404,200
2.	Erosion Control			3%	\$98,000	3%	\$121,300
3.	Degrade Existing Levee (1/3 Height)	17,400	CY	\$10	\$174,000	\$12	\$208,800
4.	Soil-Bentonite (SB) Cutoff Wall	306,400	SF	\$8	\$2,451,200	\$10	\$3,064,000
5.	Temporary Cap (Double Handle)	6,700	CY	\$10	\$67,000	\$12	\$80,400
6.	Imported Engineered Fill	37,600	TN	\$15	\$564,000	\$18	\$676,800
7.	Tracer Wire	3,800	LF	\$2	\$7,600	\$3	\$11,400
Management / Environmental / Engineering				\$1,475,700		\$1,827,200	
1.	Administration			5%	\$184,500	5%	\$228,400
2.	Planning			3%	\$110,700	3%	\$137,100
3.	Environmental and Permitting			5%	\$184,500	5%	\$228,400
4.	Geotechnical Engineering			2%	\$73,800	2%	\$91,400
5.	Surveying and Civil Engineering			10%	\$368,900	10%	\$456,700
6.	Construction Management and Inspection			12%	\$442,600	12%	\$548,100
7.	Mitigation			3%	\$110,700	3%	\$137,100
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$1,032,000		\$1,278,900	
Project Totals				\$6,197,000		\$7,673,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				CUTOFF WALL			
ID 10				STA 781+00 TO STA 799+50			
Construction				\$1,785,900		\$2,211,200	
1.	Mobilization			10%	\$158,100	10%	\$195,700
2.	Erosion Control			3%	\$47,500	3%	\$58,800
3.	Degrade Existing Levee (1/3 Height)	8,500	CY	\$10	\$85,000	\$12	\$102,000
4.	Soil-Bentonite (SB) Cutoff Wall	148,000	SF	\$8	\$1,184,000	\$10	\$1,480,000
5.	Temporary Cap (Double Handle)	3,300	CY	\$10	\$33,000	\$12	\$39,600
6.	Imported Engineered Fill	18,300	TN	\$15	\$274,500	\$18	\$329,400
7.	Tracer Wire	1,900	LF	\$2	\$3,800	\$3	\$5,700
Management / Environmental / Engineering				\$714,600		\$884,900	
1.	Administration			5%	\$89,300	5%	\$110,600
2.	Planning			3%	\$53,600	3%	\$66,400
3.	Environmental and Permitting			5%	\$89,300	5%	\$110,600
4.	Geotechnical Engineering			2%	\$35,800	2%	\$44,300
5.	Surveying and Civil Engineering			10%	\$178,600	10%	\$221,200
6.	Construction Management and Inspection			12%	\$214,400	12%	\$265,400
7.	Mitigation			3%	\$53,600	3%	\$66,400
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$500,100		\$619,300	
Project Totals				\$3,001,000		\$3,716,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				LEVEE RAISE @ WALTHALL SLOUGH			
ID 11				STA 822+80 TO STA 853+50			
Construction				\$969,000		\$1,154,700	
1.	Mobilization			3%	\$27,500	3%	\$32,700
2.	Erosion Control			3%	\$27,500	3%	\$32,700
3.	Clearing and Grubbing	5.3	AC	\$2,000	\$10,600	\$2,400	\$12,800
4.	Imported Engineered Fill	47,600	TN	\$15	\$714,000	\$18	\$856,800
5.	Class 2 Aggregate Base	2,300	TN	\$25	\$57,500	\$29	\$66,700
6.	Reconstruct Existing 20" Pipe	1	EA	\$95,000	\$95,000	\$109,500	\$109,500
7.	Air Release Valve	1	EA	\$2,000	\$2,000	\$2,400	\$2,400
8.	20" Valve	1	EA	\$18,000	\$18,000	\$20,800	\$20,800
9.	Hydroseeding	168,900	SF	\$0.10	\$16,900	\$0.12	\$20,300
Mangement / Environmental / Engineering				\$387,800		\$462,200	
1.	Administration			5%	\$48,500	5%	\$57,800
2.	Planning			3%	\$29,100	3%	\$34,700
3.	Environmental and Permitting			5%	\$48,500	5%	\$57,800
4.	Geotechnical Engineering			2%	\$19,400	2%	\$23,100
5.	Surveying and Civil Engineering			10%	\$96,900	10%	\$115,500
6.	Construction Management and Inspection			12%	\$116,300	12%	\$138,600
7.	Mitigation			3%	\$29,100	3%	\$34,700
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$271,400		\$323,400	
Project Totals				\$1,629,000		\$1,941,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				LEVEE RAISE & SEEPAGE BERM @ DRYLAND LEVEE			
ID 12				STA 853+50 TO STA 972+25			
Construction				\$18,810,800		\$22,234,400	
1.	Mobilization			3%	\$532,400	3%	\$629,300
2.	Erosion Control			3%	\$532,400	3%	\$629,300
3.	Traffic Control	1	LS	\$50,000	\$50,000	\$57,700	\$57,700
4.	AC Pavement Repairs	20,000	SF	\$10	\$200,000	\$12	\$240,000
5.	Clearing and Grubbing	50.9	AC	\$2,000	\$101,800	\$2,400	\$122,200
6.	Imported Engineered Fill	569,900	TN	\$15	\$8,548,500	\$18	\$10,258,200
7.	Drain Rock Material	170,400	TN	\$30	\$5,112,000	\$35	\$5,964,000
8.	Sand Filter Material	79,800	TN	\$25	\$1,995,000	\$29	\$2,314,200
9.	Filter Fabric	928,400	SF	\$0.50	\$464,200	\$0.58	\$538,500
10.	Class 2 Aggregate Base	15,700	TN	\$25	\$392,500	\$29	\$455,300
11.	Encroachment Modification	1	EA	\$100,000	\$100,000	\$115,300	\$115,300
12.	Hydroseeding	1,519,200	SF	\$0.10	\$152,000	\$0.12	\$182,400
13.	Quarry Stone Riprap	14,000	TN	\$45	\$630,000	\$52	\$728,000
Mangement / Environmental / Engineering				\$7,524,700		\$8,894,200	
1.	Administration			5%	\$940,600	5%	\$1,111,800
2.	Planning			3%	\$564,400	3%	\$667,100
3.	Environmental and Permitting			5%	\$940,600	5%	\$1,111,800
4.	Geotechnical Engineering			2%	\$376,300	2%	\$444,700
5.	Surveying and Civil Engineering			10%	\$1,881,100	10%	\$2,223,500
6.	Construction Management and Inspection			12%	\$2,257,300	12%	\$2,668,200
7.	Mitigation			3%	\$564,400	3%	\$667,100
Real Estate				\$735,000		\$849,200	
1.	Land Valuation (Agricultural)	19.4	AC	\$25,000	\$485,000	\$28,900	\$560,700
2.	Easement Acquisition	5	EA	\$50,000	\$250,000	\$57,700	\$288,500
Contingency (20%)				\$5,414,000		\$6,395,600	
Project Totals				\$32,485,000		\$38,374,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				EROSION REPAIRS			
ID 13				STA 0+00 TO STA 959+00			
Construction				\$5,586,200		\$6,458,400	
1.	Mobilization			3%	\$158,100	3%	\$182,800
2.	Erosion Control			3%	\$158,100	3%	\$182,800
3.	Clearing and Grubbing	34.0	AC	\$2,000	\$68,000	\$2,400	\$81,600
4.	Quarry Stone Riprap	115,600	TN	\$45	\$5,202,000	\$52	\$6,011,200
Mangement / Environmental / Engineering				\$2,234,900		\$2,583,800	
1.	Administration			5%	\$279,400	5%	\$323,000
2.	Planning			3%	\$167,600	3%	\$193,800
3.	Environmental and Permitting			5%	\$279,400	5%	\$323,000
4.	Geotechnical Engineering			2%	\$111,800	2%	\$129,200
5.	Surveying and Civil Engineering			10%	\$558,700	10%	\$645,900
6.	Construction Management and Inspection			12%	\$670,400	12%	\$775,100
7.	Mitigation			3%	\$167,600	3%	\$193,800
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$1,564,300		\$1,808,500	
Project Totals				\$9,386,000		\$10,851,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT		RIGHT-OF-WAY ACQUISITION (EXISTING DEFICIENCIES)					
ID 14		STA 0+00 TO STA 959+00					
Real Estate				\$10,317,500		\$11,903,200	
1.	Land Valuation (Agricultural)	40.7	AC	\$25,000	\$1,017,500	\$28,900	\$1,176,300
2.	Land Valuation (Residential)	3.0	AC	\$250,000	\$750,000	\$288,100	\$864,300
3.	Land Valuation (Commercial)	1.0	AC	\$250,000	\$250,000	\$288,100	\$288,100
4.	Improvement Valuation (Residential)	15	EA	\$150,000	\$2,250,000	\$172,900	\$2,593,500
5.	Easement Acquisition	113	EA	\$50,000	\$5,650,000	\$57,700	\$6,520,100
6.	Easement Acquisition (Oak Shores)	1	EA	\$400,000	\$400,000	\$460,900	\$460,900
Contingency (20%)				\$2,063,500		\$2,380,700	
Project Totals				\$12,381,000		\$14,284,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				DRYLAND LEVEE EXTENSION			
ID 15				STA 959+00 TO STA 1104+20			
Construction				\$23,983,300		\$28,501,800	
1.	Mobilization			3%	\$678,800	3%	\$806,700
2.	Erosion Control			3%	\$678,800	3%	\$806,700
3.	Traffic Control	1	LS	\$120,000	\$120,000	\$138,300	\$138,300
4.	AC Pavement Repairs	70,000	SF	\$10	\$700,000	\$12	\$840,000
5.	Clearing and Grubbing	80.8	AC	\$5,000	\$404,200	\$5,800	\$468,900
6.	Excavate Levee Keyway	38,800	CY	\$10	\$388,000	\$12	\$465,600
7.	Imported Engineered Fill	958,800	TN	\$15	\$14,382,000	\$18	\$17,258,400
8.	Drain Rock Material	110,100	TN	\$30	\$3,303,000	\$35	\$3,853,500
9.	Sand Filter Material	33,100	TN	\$25	\$827,500	\$29	\$959,900
10.	Filter Fabric	742,500	SF	\$0.50	\$371,300	\$0.58	\$430,700
11.	Class 2 Aggregate Base	10,800	TN	\$25	\$270,000	\$29	\$313,200
12.	Encroachment Removal	2	EA	\$50,000	\$100,000	\$57,700	\$115,400
13.	Encroachment Modification	3	EA	\$100,000	\$300,000	\$115,300	\$345,900
14.	Relocate Ditch	9,100	LF	\$10	\$91,000	\$12	\$109,200
15.	Hydroseeding	1,761,100	SF	\$0.10	\$176,200	\$0.12	\$211,400
16.	Quarry Stone Riprap	26,500	TN	\$45	\$1,192,500	\$52	\$1,378,000
Management / Environmental / Engineering				\$9,593,500		\$11,401,000	
1.	Administration			5%	\$1,199,200	5%	\$1,425,100
2.	Planning			3%	\$719,500	3%	\$855,100
3.	Environmental and Permitting			5%	\$1,199,200	5%	\$1,425,100
4.	Geotechnical Engineering			2%	\$479,700	2%	\$570,100
5.	Surveying and Civil Engineering			10%	\$2,398,400	10%	\$2,850,200
6.	Construction Management and Inspection			12%	\$2,878,000	12%	\$3,420,300
7.	Mitigation			3%	\$719,500	3%	\$855,100
Real Estate				\$3,167,500		\$3,659,500	
1.	Land Valuation (Agricultural)	82.7	AC	\$25,000	\$2,067,500	\$28,900	\$2,390,100
2.	Easement Acquisition	22	EA	\$50,000	\$1,100,000	\$57,700	\$1,269,400
Contingency (20%)				\$7,318,000		\$8,712,500	
Project Totals				\$44,094,000		\$52,275,000	

APPENDIX B:

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY RESOLUTION NO. 22-07:
RESOLUTION DIRECTING STAFF TO WORK WITH THE MEMBER LAND USE
AGENCIES TO FINALIZE THE MOSSDALE TRACT URBAN LEVEL OF FLOOD
PROTECTION DEVELOPMENT IMPACT FEE UPDATE AND AUTHORIZING THE
EXECUTIVE DIRECTOR TO EXECUTE AN AMENDED COLLECTION AGREEMENT
(EXCLUDING THE FINAL NEXUS STUDY UPDATE)**

**AMENDED AGREEMENT FOR COLLECTION OF SAN JOAQUIN AREA FLOOD
CONTROL AGENCY MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF
PROTECTION DEVELOPMENT IMPACT FEE (PARTIAL EXECUTION COPY)**

DEVELOPMENT IMPACT FEE PROGRAM SUPPORTING TABLES

Reso 22-07	SJAFCA Resolution Adopting Regional Impact Fee Program	B1
Agmt	Amended Collection Agreement for Regional Impact Fee	B3
Table B1	Development Fee Summary	B20
Table B2	Total Development Impact Fee Revenue Estimate	B21
Table B3	Development Impact Fee Revenue Estimate - Single Family	B22
Table B4	Development Impact Fee Revenue Estimate – Multifamily	B23
Table B5	Development Impact Fee Revenue Estimate – Commercial	B24
Table B6	Development Impact Fee Revenue Estimate – Industrial	B25
Table B7	Creditable Pre-Project Expenditures	B26

RESOLUTION NO. SJAFCA 22-07

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

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**RESOLUTION DIRECTING STAFF TO WORK WITH THE MEMBER LAND USE
AGENCIES TO FINALIZE THE MOSSDALE TRACT AREA REGIONAL URBAN
LEVEL OF FLOOD PROTECTION DEVELOPMENT IMPACT FEE UPDATE AND
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDED
COLLECTION AGREEMENT**

WHEREAS, in November 2018 the SJAFCA Board of Directors approved the Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Program ("Impact Fee Program") Nexus Study and authorized the execution of a collection agreement for said program with its member land use agencies; and


WHEREAS, since the approval of the Impact Fee Program Nexus Study, several key factors reflected in the Nexus have changed including changes to the overall costs of the levee improvement program, the approach to financing the improvements and projections of development upon which the Nexus Study apportions the cost necessitating and update to the Nexus Study and associated collection agreement; and

WHEREAS, SJAFCA now desires to work with its member Land Use Agencies to implement an update to the Impact Fee Program.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

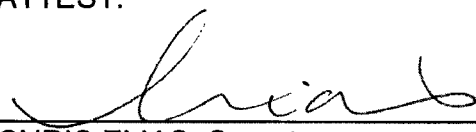
1. The SJAFCA Board of Directors hereby directs staff to work with the member Land Use Agencies to finalize for adoption by the member land use agencies the Draft Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee - Nexus Study Update Dated February 23, 2022 attached hereto as **Exhibit 1**.
2. The Development Fee will be collected by the Land Use Agencies in accordance with an Amended Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee. The Board authorizes the Executive Director, after consultation with Agency Counsel, to execute a collection agreement substantially in the form attached hereto as **Exhibit 2**.

PASSED, APPROVED AND ADOPTED this 17th day of March 2022.



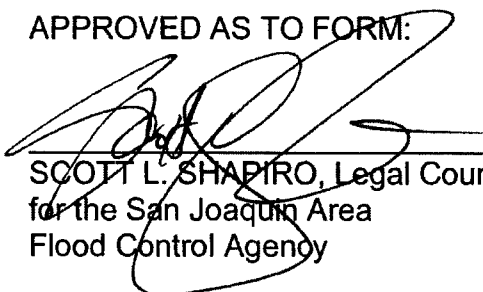
DAN WRIGHT, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:



CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:



SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

AMENDED AGREEMENT FOR COLLECTION OF
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF
FLOOD PROTECTION DEVELOPMENT IMPACT FEE

This Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("Agreement") is made and entered into on the date it is effective pursuant to Section 12 by and among the following parties:

- a. City of Stockton, hereinafter referred to as "Stockton";
- b. County of San Joaquin, hereinafter referred to as "County";
- c. City of Lathrop, hereinafter referred to as "Lathrop;"
- d. City of Manteca, hereinafter referred to as "Manteca;" and,
- e. The San Joaquin Area Flood Control Agency, herein referred to as "SJAFCA."

A signatory to this Agreement is referred to herein as a Party, and collectively each Party is referred to as the Parties.

RECITALS

WHEREAS, in January of 2018, Stockton, the County, the San Joaquin County Flood Control and Water Conservation District ("SJCFWCWCD"), Lathrop, and Manteca executed an Amended and Restated Joint Exercise of Powers Agreement ("JEPA") to reform the San Joaquin Area Flood Control Agency ("Agency") with a common goal of expanding the Agency to allow a coordinated effort to reduce flood risk in the Mossdale Tract Area (the "Program").

WHEREAS, SJAFCA, through certain state legislation and through the execution of the Amended and Restated Joint Exercise of Powers Agreement, has legal authority to prescribe, revise and collect fees as a condition of development of land (JEPA Section 7.m) for the purpose of assisting in the financing of flood control facilities, including the authority to make such fees applicable to development of land within the County, Stockton, Lathrop, and Manteca (collectively, "the Land Use Agencies").

WHEREAS, SJAFCA exercised this authority for the purpose of assisting in the financing of levee improvements and related flood risk reduction measures necessary to provide at least a 200-year level of flood protection to lands within the 200-year floodplain along the San Joaquin River in the Mossdale Tract Area ("Program Area") and to thereby offset the increase in damageable property that is placed in the levee protected floodplain as new development occurs in this area.

WHEREAS, SJAFCA prepared a Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Nexus Study ("Nexus Study") dated November 8, 2018 that described and determined the applicable Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("DIF").

WHEREAS, SJAFCA has now prepared an updated Nexus Study, dated February 23, 2022, that again describes and determines an updated DIF.

WHEREAS, each of the Parties has adopted or will adopt the updated Nexus Study which creates an updated DIF for the Program Area.

WHEREAS, SJAFCA has requested that the Land Use Agencies, as a condition of issuance of a building permit for new development in the Program Area, as shown on Figure 1 in the Nexus Study, that is within each of the Land Use Agency's land use authority, collect and transmit to SJAFCA the updated DIF for the development project for which such building permit is to be issued.

WHEREAS, the Land Use Agencies are willing and desire to collect the DIF and to transmit the DIF to SJAFCA, and the Land Use Agencies and SJAFCA desire to set forth the standards applicable to the collection of the DIF.

COVENANTS

In consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated in this Agreement by reference.

2. Collection and Transmission of DIF. Commencing with the effective date of the updated DIF, the Land Use Agencies shall collect the updated DIF as a condition of issuance of a building permit for any building, for which a building permit is required, located in the Program Area. The Land Use Agencies shall transmit to SJAFCA all amounts of the DIF that have been collected, minus the hold-back processing fee for the Land Use Agencies adopted pursuant to the Nexus Study. The methodology for computing the DIF, together with other procedural criteria, are specified in the Nexus Study.

3. Deposit of DIF. SJAFCA shall maintain a separate capital facilities account into which the Land Use Agencies shall, at least quarterly, deposit the DIF funds collected by the Land Use Agencies. Any interest earned on the DIF while held by the Land Use Agency shall also be deposited by the Land Use Agency.

4. Periodic Update of the DIF. SJAFCA shall promptly notify the Land Use Agencies of any necessary adjustments to the DIF to be made by the Parties from time to time.

5. Application of Fee Crediting and Reimbursement Policies. The Parties agree that in order to have a fair application of this Agreement, the DIF and the funds it will generate within each Land Use Agency, it is necessary to agree to principles which will be applied by any Land Use Agency when certain conditions occur. In such cases, the Land Use Agencies agree to apply the principles contained in Exhibit B to Collection Agreement. The relevant conditions are as follows:

- a. The Land Use Agency has previously collected funds pursuant to a funding agreement with a developer in advance of when the fee would otherwise be due pursuant to the DIF Resolution and the funds are to be used to plan, design, and/or construct a portion of the Program; or,
- b. The Land Use Agency has entered into an agreement with a developer to plan, design and/or construction a portion of the Program; or,
- c. The Land Use Agency itself has funded the planning, design and/or construction a portion of the Program.

6. Refunds. In the event that a Land Use Agency collects the DIF or a portion of the DIF in error, the Land Use Agency will recalculate the correct DIF amount, process a refund to the customer, if necessary, and notify SJAFCA of this action. SJAFCA shall promptly refund any amount due to the Land Use Agency as a result of such error, or upon request of the Land Use Agency shall work with the Land Use Agency to true-up amounts owing in conjunction with the Land Use Agency forwarding future DIFs. In the event that a Land Use Agency requests that SJAFCA process a refund due to a building permit expiring without construction taking place, SJAFCA shall promptly process such refund to the Land Use Agency minus any costs incurred by SJAFCA in processing such refund.

7. Payment of DIF under Protest. Pursuant to Title 7, Division 1, Chapter 9 of the California Government Code, commencing with §66020, any aggrieved landowner shall be entitled to pay the applicable DIF to a Land Use Agency under protest. The protest procedures set forth therein shall apply to the DIF paid under protest.

8. Appeal. SJAFCA's Board of Directors shall hear all appeals for waiver or reduction in SJAFCA's DIF. The Board of Directors may adopt such policies as it wishes for the processing of the appeal and shall have the sole authority to grant or deny the

appeal. Within 5 business days following the final action of its Board of Directors regarding an appeal, SJAFCA shall notify the affected Land Use Agency in writing of its determination.

9. Compensation of Land Use Agencies. In consideration for collecting the DIF and consistent with the hold-back provided for in Section 2, SJAFCA shall reimburse the Land Use Agencies for their cost of time and materials for calculating, reporting, collecting, and processing functions. Such costs shall include the time and materials expended by, but not limited to, employees of the relevant Community Services Department, the Auditor-Controller's department, the Land Use Agencies' administrative office, and the information technology department. The Parties agree that a charge of 3% of the DIF is a reasonable estimate of the Land Use Agencies' cost of time and materials for calculating, reporting, collecting, and processing of the DIF. Each Land Use Agency and SJAFCA may agree to a different amount that reflects the Land Use Agency's actual cost of collection by executing a letter agreement without the need to amend this Agreement.

10. Relationship to Enhanced Infrastructure Financing District.

The Parties acknowledge that as a separate action, the Land Use Agencies are also collaborating on the creation of an enhanced infrastructure financing district ("EIFD") which will collect funds from a portion of property taxes paid in the Program Area to also fund, in addition to the DIF, levee improvements protecting the Program Area. For the EIFD, the Land Use Agencies have agreed that the County will contribute a larger share of EIFD payments for an initial period, in exchange for the County receiving priority repayment of some of those funds from the DIF collected under this Agreement. Attached hereto as Exhibit A are the key terms showing the mechanism of such priority repayment and each of the Land Use Entities agrees to such priority repayment.

11. Indemnification.

a. Except as provided in Section 11.b., SJAFCA agrees to indemnify, hold harmless and defend the Land Use Agencies, their Board of Supervisors or City

Council, officers, directors, agents and employees from and against any and all demands, liabilities, claims, actions, costs, damages, losses, litigation or expenses (including attorney's fees) arising out of or in any way related to, directly or indirectly, any action taken by the Land Use Agencies to collect the DIF and/or their performance of the obligations of this Agreement. This indemnification shall extend and apply to any claim, demand, or litigation pertaining to the lawfulness or validity of the SJAFCA DIF.

b. Each Land Use Agency agrees to indemnify, hold harmless and defend SJAFCA, its Board of Director, officers, agents and employees from and against any and all demands, liabilities, claims, actions, costs, damages, losses, litigation or expenses (including attorney's fees) arising out of or in any way related to, directly or indirectly, any criminal, reckless, or wrongful action taken by the Land Use Agency or its employees in the collection or processing of the DIF.

12. Notices. Notice to be provided to any Party to this Agreement arising out of matters pertaining to this Agreement shall be addressed as follows:

For County and SJCFWCD:

San Joaquin County Department of Public Works
ATTN: Public Works Director
P.O. Box 1810
Stockton, California 95201

For City of Lathrop:

City of Lathrop
ATTN: Teresa Vargas, City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

For City of Manteca:

City of Manteca
ATTN: City Clerk

1001 W. Center Street
Manteca, CA 95337

For City of Stockton:

City of Stockton Community Development Department
ATTN: Community Development Director
424 N. El Dorado Street
Stockton, CA 95202

Any party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other Parties, which shall be effective upon receipt.

13. Term. This Agreement shall be effective as to SJAFCA and any Land Use Agency, once SJAFCA and the Land Use Agency both execute this Agreement and also adopt the DIF, and shall be effective as to each additional Land Use Agency once this Agreement is executed by that Land Use Agency and the DIF is adopted, and shall end when either (i) SJAFCA terminates the Agreement in accordance with Section 14, or (ii) all adopting Land Use Agencies have terminated the Agreement in accordance with Section 14.

14. Withdrawal from Agreement. Any Land Use Agency that has executed this Agreement, or SJAFCA, may withdraw from this Agreement by giving the other Parties at least six (6) months written notice of withdrawal. In the event of withdrawal by a Land Use Agency, that Land Use Agency shall, within 10 days of effective withdrawal, cause to be deposited into SJAFCA's separate capital facilities account all DIF funds collected prior to withdrawal.

15. Modifications. This Agreement contains the entire understanding of the Parties and no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by all Parties. Waiver by any Party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

16. Governing Laws and Jurisdiction. This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in the Superior Court of San Joaquin County, California.

17. Assignment; Binding on Successors. The rights and duties of the Parties may not be assigned or delegated without the written consent of all other Parties. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto, respectively. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Agency then in effect.

18. Interpretation. This Agreement shall be deemed to have been prepared equally by all of the Parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one Party on the basis that another Party prepared it.

19. Entire Agreement. This Agreement constitutes the entire contract between the Parties regarding the collection, deposit, and reporting of the DIF. Any prior agreements, regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

20. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

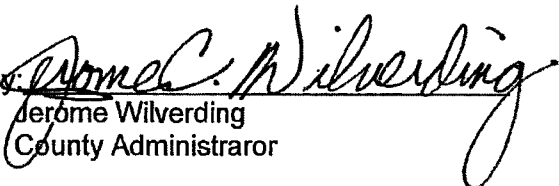
21. Duplicate Counterparts. This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by SJAFCA and at least one of the Land Use Agencies.

22. Interpretation. For purposes of this Agreement, references to "he" shall mean and include "she," references to "him" shall mean and include "her," and references to "his" shall mean and include "hers."

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above-written.

COUNTY OF SAN JOAQUIN
a political subdivision of the State of California

CITY OF STOCKTON,
a municipal Corporation

By:  By: _____
Jerome Wilverding
County Administrator

ATTEST:

ATTEST:

Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California


Clerk of the City of Stockton

By: _____
RACHÉL DeBORD
Deputy Clerk

By: _____


RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM

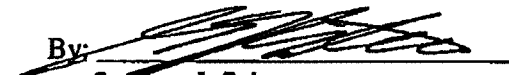
By:  By: _____
FRITZ BUCHMAN, C.E. T.E., CFM
Interim Director of Public Works

By: _____


APPROVED AS TO FORM:

By:  By: _____
Matthew Dacey
Deputy County Counsel

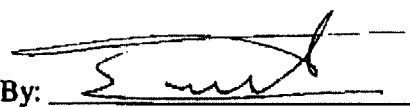
CITY OF LATHROP,
a municipal Corporation

By: 
Stephen J. Salvatore
City Manager


ATTEST:
Clerk of the City of Lathrop

By: 
Teresa Vargas
City Clerk

APPROVED AS TO FORM:

By: 
Salvador Navarrete
City Attorney

SAN JOAQUIN AREA FLOOD CONTROL
AGENCY

By: 
CHRIS ELIAS
Executive Director

CITY OF MANTECA,
a municipal Corporation

By: _____
Title:


ATTEST:
Clerk of the City of Manteca

By: _____
Title:

APPROVED AS TO FORM:

By: _____
Title:

APPROVED AS TO FORM:

By: 
SCOTT L. SHAPIRO
Agency Counsel

CITY OF LATHROP,
a municipal Corporation

CITY OF MANTECA,
a municipal Corporation

By: _____

By: *[Signature]*

Title:

Title: *Interim City Manager*

ATTEST:

ATTEST:

Clerk of the City of Lathrop

Clerk of the City of Manteca

By: _____

By: *[Signature]*

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: *[Signature]*

Title:

Title: *City Attorney*

SAN JOAQUIN AREA FLOOD CONTROL
AGENCY

APPROVED AS TO FORM:

By: _____

By: _____

CHRIS ELIAS
Executive Director

SCOTT L. SHAPIRO
Agency Counsel

EXHIBIT A

SAN JOAQUIN AREA FLOOD CONTROL AGENCY MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF FLOOD PROTECTION DEVELOPMENT IMPACT FEE

Key Terms Related to the Repayment of EIFD Payments to Land Use Entities from Impact Fees

1. Development Impact Fees "Impact Fees" collected after the Initial Years (ending in 2029), would be paid to each jurisdiction to help offset the general fund impacts associated with debt service requirements of the EIFD, subject first to priority reimbursement of "County Additional EIFD Contributions," as defined below. (i.e., the Impact Fees would be directly paid to the County until they have fully repaid the cumulative County Additional EIFD Contributions. After that repayment, Impact Fees would be used to offset the agencies' impacts to their respective general funds from prior EIFD property tax allocations, the "Impact Fee Offset," as further described below).
2. During the Initial Years, the following EIFD funding participation is proposed:
 - a) San Joaquin County proposed to contribute a total flat rate of 47% of property tax increment, comprised of its Initial Base Rate plus an additional 37% of property tax increment, with such additional amount defined as "County Additional EIFD Contribution".
 - b) Cities will each provide their respective Initial Base Rates.
3. Following the Initial Years, the following EIFD Funding participation and other financial arrangements are proposed:
 - a) The Initial Base Rates would no longer apply and all agencies, including the County, would provide proportional EIFD contributions (i.e., the same percentage rate of total tax increment) to meet the debt service needs of any debt issued and secured by EIFD revenues subject to the Maximum Rate (20%) of total property tax increment. The contributions provided after the Initial Years would be subject to the Maximum Rate are defined as the "Post Project Annual Contribution."
 - b) The cumulative County Additional EIFD Contribution shall be repaid to the County using Impact Fees. County to receive 100% of Impact Fees until the cumulative Additional County EIFD Contribution is repaid with interest compounded quarterly on at the annual County Pooled Treasury Rate for that quarter plus 200 basis points.

- c) Following retirement of the cumulative County Additional EIFD Contribution with interest from Impact Fees, the Impact Fee Offset would be implemented as follows. All Impact Fees received by SJAFCA after repayment to the County would be allocated and paid to the Cities and the County to offset prior general fund impacts of previous EIFD contributions. The proportionate share of the cumulative total of each participating agency's Initial Contributions and Post Project Annual Contributions are defined as each agency's "Base EIFD Share." DIF revenues would be paid to each Agency based on its Base EIFD Share.
- d) The duration (i.e., term) of Impact Fee Offset payments is yet to be determined. The term will be finalized during the process of updating the SJAFCA Mossdale ULOP Program Impact Fee Nexus Study. As part of the Impact Fee Update process, the Member Agencies will have an opportunity to weigh in on duration of the impact fee program.

EXHIBIT B
FEE CREDITING PRINCIPLES

EXHIBIT B
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF FLOOD PROTECTION
~~LEVEE IMPACT FEE CREDIT & REIMBURSEMENT POLICIES~~

UNDERLYING ASSUMPTIONS

The following are the underlying assumptions that predicate the establishment of credits and reimbursements:

- All funding, in-kind services, or construction of facilities in furtherance of providing an Urban Level of Flood Protection to Mossdale Tract Area, "Prior Advance Funding," was provided in advance of the Reclamation District 17 Interim Levee Impact Fee (Interim Levee Fee) and San Joaquin Area Flood Control Agency (SJAFC) Regional Levee Fee (Regional DIF) (collectively, the Levee Fee) on behalf of development projects will be identified by the tables in a "Credit & Reimbursement Analysis," to be prepared by SJAFC.
- All Prior Advance Funding of the Levee Fee will be proportionately allocable to the individual tract maps/phases/units/villages in projects based upon a project's gross developable acreage.
- Development within a project is assumed to have an obligation to fund levee improvements for all undeveloped gross developable acreage as of April 7, 2017 in Lathrop and April 22, 2017 in Manteca, the effective dates of the Interim Fees adopted by Lathrop and Manteca.
- Units within a project are assumed to have been previously absorbed if a permit for the unit has been applied for before January 8, 2019, the effective date of SJAFC's Regional DIF.
- The Levee Fee obligation for all remaining developable acreage in a project absorbed before January 8, 2019 are the Initial Fee Rates as identified in the November 8, 2018, Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee Nexus Study as adopted by SJAFC Resolution ___-18 on November 8, 2018 (reference Table 1 of that Nexus Study).
- The credit for Prior Advance Funding will be expressed in terms of GDAs and will be determined by taking the amount of prior advance funding and dividing it by the initial Fee Rates per GDA. The amount of GDA credit will be set by this methodology and will not be recalculated in the future by the escalating fee rate.
- All permits that have previously been applied for before January 8, 2019, (i.e., absorbed) are assumed to have been fully funded with credit from prior advance funding and no additional Levee Fees will be required to be paid for these units.
- For multiple projects that are being developed by a common landowner, if one project is determined to have advance funded Levee Fees in excess of its obligation and is due a reimbursement, the reimbursement will be applied and added to the credit of the next project currently underway with the consent of the landowner.

CREDITING POLICY FOR PRIOR ADVANCE FUNDING

The Crediting Policy will allow for the use of the accumulated credit on a proportionate basis as the remainder of a project is developed. The basis for the proportionality will be the ratio of Remaining Credit Acreage to Total Remaining Acres to be developed.

- **"Remaining Credit Acreage"** will be defined as the credit accumulated by the prior advance funding less the amount of credit utilized by units that have been absorbed prior to January 8, 2019.
- **"Total Remaining Acres"** to be developed will be defined as the difference between the total developable GDAs in a project and the amount of acres absorbed before January 9, 2019, or as subsequently revised by the Land Use Agency and the Landowner.

Use of Prior Advance Funding Credit

As homes and/or projects are constructed by permits applied for after January 9, 2019, the landowner will fund a portion of the Levee Fee based on the relative proportionality between the remainder of a project not able to be funded from the Remaining Credit Acreage and the Total Remaining Acres left in the project after all previously absorbed units.

To implement this policy, the Land Use Agency will calculate this remaining amount of the Levee Fee due as the individual building permits are issued for units to be constructed in the project. Collection of the Levee Fee can be deferred consistent with any adopted fee deferral program by the Land Use Agency.

CREDITING POLICY FOR CONSTRUCTION OF FACILITIES

Any Developer constructed facilities will be constructed pursuant to an agreement entered into between the Land Use Agency and SJAFCA. The agreement will specify the maximum amount of credit that will be afforded for the construction of the facility which will be the lesser of the estimated cost of the facility which was the basis for the development fee program or the Developer's actual construction cost ("Constructed Facilities Funding Credit"). Constructed Facilities Funding Credit will be documented and provided when a completed facility is accepted by the appropriate entity.

Use of Constructed Facilities Funding Credit

Use of Constructed Facilities Funding Credit will be consistent with the "Use of Advance Funding Credit" described above.

REIMBURSEMENT POLICY FOR PRIOR ADVANCE FUNDING

For Development Projects due a reimbursement as a result of funding in excess of a Project's Levee Impact Fee Obligation

The reimbursement policy will be consistent with the following underlying principles.

- Reimbursements will be only be paid from levee impact fees collected from other development projects.
- No reimbursements should be paid to a party advancing funds into the levee improvement program until all levee improvement project costs are paid and the levee improvement program has been completed and certified, unless otherwise determined by SJAFCA that payment of such reimbursements is financially feasible and legally defensible by SJAFCA.

- The Board should make decisions that consider the impact to the Project and the services provided to SJAFCA beneficiaries at large.
- The Board should make decisions that consider the proportionality of the investment made into the levee improvement program.
- ~~The Board should consider the timing of repayment of capital to those investing in the levee improvement program.~~

For Land Use Agencies due a reimbursement as a result of funding provided to advance the Levee Improvement Program in advance of January 1, 2018

The reimbursement policy will be consistent with the following underlying principles.

- No reimbursements should be paid from development fees to a land use agency that advanced funds into the levee improvement program until all levee improvement project costs are paid and the levee improvement program has been completed and certified, unless otherwise determined by SJAFCA that payment of such reimbursements is financially feasible and legally defensible by SJAFCA.
- The Board should make decisions that consider the impact to the Project and the services provided to SJAFCA beneficiaries at large.
- The Board should make decisions that consider the proportionality of the investment made into the levee improvement program.
- The Board should consider the timing of repayment of capital to those investing in the levee improvement program.

For Land Use Agencies due repayment pursuant to the Interim Seed Money Funding Agreement dated June 12, 2018

- Repayment will be made consistent with Section 6 of that Agreement.

**Table B-1
 Mossdale Tract: 2022 Adequate Progress Report
 Updated Regional Development Fee Revenue Analysis
 Initial Starting Development Fee Rate Summary**

Land Use Reference	Fee Rate Summary (Current Adopted)				Demonstrative Purposes Only		
	Cost Share Per Acre	Administrative Fee	Fee Rate Per Acre	Building Sq Ft Per Acre	Units / 1,000 Building Sq Ft	Fee Rate per Unit / 1,000 Building Sq Ft	Building Sq Ft
	[1]	3%					[2]
Single-Family	\$21,462	\$644	\$22,106	5.86			\$3,770
Multifamily	\$20,084	\$603	\$20,686	18.89			\$1,095
Commercial	\$20,307	\$609	\$20,916	12.21			\$1,713
Industrial	\$15,907	\$477	\$16,384	15.55			\$1,053

[1] Regional Development Impact Fee Rates for FY 22/23.

[2] Single-Family and Multifamily shown in units; Commercial and Industrial shown in 1,000's of square feet.

[3] The Development Impact Fee will escalate annually based on the Engineering News Record's Construction Cost Index 20-City Average (ENR CCI) for the most recent December bears to the December 2018 index.

Table B-2
Mossdale Tract: 2022 Adequate Progress Report
Updated Regional Development Fee Revenue Analysis
Total Development Impact Fee Revenue Estimate

Revenue by Land Use					
Year	Single Family	Multifamily	Commercial	Industrial	Total Fee Revenue
	<i>Table B-3</i>	<i>Table B-4</i>	<i>Table B-5</i>	<i>Table B-6</i>	[1]
2016	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2017	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2018 [2]	N/A	N/A	N/A	N/A	\$ 826,986
2019 [3]	N/A	N/A	N/A	N/A	\$ 1,888,567
2020 [4]	N/A	N/A	N/A	N/A	\$ 1,368,391
2021 [5]	N/A	N/A	N/A	N/A	\$ 4,829,607
2022 [6]	N/A	N/A	N/A	N/A	\$ 2,412,968
2023 [7]	\$ 5,914,768	\$ 924,654	\$ 1,714,059	\$ 3,370,859	\$ 11,924,339
2024	\$ 1,737,125	\$ 273,360	\$ 1,299,368	\$ 2,172,033	\$ 5,481,886
2025	\$ 2,137,102	\$ 324,379	\$ 1,459,618	\$ 2,275,118	\$ 6,196,217
2026	\$ 2,011,305	\$ 400,134	\$ 1,451,422	\$ 1,502,223	\$ 5,365,085
2027	\$ 1,525,344	\$ 328,353	\$ 1,545,733	\$ 1,179,264	\$ 4,578,694
2028	\$ 1,467,708	\$ 48,118	\$ 1,524,633	\$ 1,202,462	\$ 4,242,921
2029	\$ 1,497,545	\$ 48,854	\$ 1,651,631	\$ 814,677	\$ 4,012,708
2030	\$ 1,566,448	\$ 44,295	\$ 1,933,809	\$ 482,013	\$ 4,026,565
2031	\$ 1,597,777	\$ 45,181	\$ 1,816,144	\$ 491,654	\$ 3,950,755
2032	\$ 1,629,476	\$ 142,093	\$ 1,095,718	\$ 501,487	\$ 3,368,773
2033	\$ 1,252,109	\$ 97,929	\$ 1,262,442	\$ 1,516,322	\$ 4,128,801
2034	\$ 1,275,550	\$ 99,887	\$ 1,287,918	\$ 1,491,863	\$ 4,155,218
2035	\$ 734,092	\$ 101,885	\$ 1,249,266	\$ 1,449,680	\$ 3,534,924
2036	\$ 515,285	\$ 103,923	\$ 1,173,957	\$ 1,479,291	\$ 3,272,456
2037	\$ 525,591	\$ 106,001	\$ 844,287	\$ 1,029,852	\$ 2,505,732
2038	\$ 536,103	\$ 44,600	\$ 662,756	\$ 432,665	\$ 1,676,124
2039	\$ 546,825	\$ 0	\$ 675,091	\$ 441,318	\$ 1,663,235
2040	\$ 2,165,626	\$ 0	\$ 391,540	\$ 450,145	\$ 3,007,311
2041	\$ 1,727,689	\$ 0	\$ 426,315	\$ 459,148	\$ 2,613,151
2042	\$ 1,762,243	\$ 0	\$ 434,841	\$ 468,331	\$ 2,665,414
2043	\$ 1,797,487	\$ 0	\$ 453,496	\$ 476,752	\$ 2,727,735
2044	\$ 1,833,437	\$ 0	\$ 393,622	\$ 0	\$ 2,227,060
2045	\$ 1,870,106	\$ 0	\$ 401,495	\$ 0	\$ 2,271,601
2046	\$ 1,907,508	\$ 0	\$ 409,525	\$ 0	\$ 2,317,033
2047	\$ 1,945,658	\$ 0	\$ 388,646	\$ 0	\$ 2,334,304
2048	\$ 1,984,571	\$ 0	\$ 362,437	\$ 0	\$ 2,347,009
2049	\$ 2,024,263	\$ 0	\$ 369,686	\$ 0	\$ 2,393,949
Total	\$ 45,488,742	\$ 3,133,646	\$ 26,679,454	\$ 23,687,158	\$ 110,315,519

[1] Total projected fee revenue assumes a 2% escalation in the ENR Index.

[2] Total revenues received January 2018 through December 2018. Amounts include interest for the program.

[3] Total revenues received January 2019 through December 2019. Amounts include interest for the program.

[4] Total revenues received January 2020 through December 2020. Amounts include interest for the program.

[5] Total revenues received January 2021 through December 2021. Amounts include interest for the program.

[6] Estimated revenues received January 2022 through November 2022. Amounts include interest for the program.

[7] Estimated for 2023 based on update Impact Fee Rates as well any remaining collections not yet accounted for from 2022.

Table B-3
Mossdale Tract: 2022 Adequate Progress Report
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Single Family

Year	Single Family Acres By Jurisdiction [1]				Total	Base Fee Revenue
	Lathrop	Manteca	Stockton	Unincorp County		
						<i>Table B-1</i> \$ 21,462
						<i>Initial Fee Rate/Acre</i>
2016	0.0	0.0	0.0	0.0	0.0	\$ 0
2017	0.0	0.0	0.0	0.0	0.0	\$ 0
2018	0.0	0.0	0.0	0.0	0.0	\$ 0
2019	0.0	0.0	0.0	0.0	0.0	\$ 0
2020	0.0	0.0	0.0	0.0	0.0	\$ 0
2021	61.4	47.7	6.7	0.0	115.8	\$ 0
2022	89.5	36.3	6.7	0.0	132.6	\$ 0
2023	113.4	126.4	20.2	15.7	275.6	\$ 5,914,768
2024	0.0	52.4	11.3	15.7	79.4	\$ 1,737,125
2025	3.3	76.8	0.0	15.7	95.7	\$ 2,137,102
2026	3.3	69.4	0.0	15.7	88.3	\$ 2,011,305
2027	3.3	46.7	0.0	15.7	65.7	\$ 1,525,344
2028	3.3	43.0	0.0	15.7	61.9	\$ 1,467,708
2029	3.3	43.0	0.0	15.7	62.0	\$ 1,497,545
2030	3.3	44.6	0.0	15.7	63.5	\$ 1,566,448
2031	3.3	44.6	0.0	15.7	63.5	\$ 1,597,777
2032	3.3	44.6	0.0	15.7	63.5	\$ 1,629,476
2033	3.3	44.6	0.0	0.0	47.9	\$ 1,252,109
2034	3.2	44.6	0.0	0.0	47.8	\$ 1,275,550
2035	0.0	27.0	0.0	0.0	27.0	\$ 734,092
2036	0.0	18.6	0.0	0.0	18.6	\$ 515,285
2037	0.0	18.6	0.0	0.0	18.6	\$ 525,591
2038	0.0	18.6	0.0	0.0	18.6	\$ 536,103
2039	0.0	18.6	0.0	0.0	18.6	\$ 546,825
2040	56.4	15.7	0.0	0.0	72.1	\$ 2,165,626
2041	56.4	0.0	0.0	0.0	56.4	\$ 1,727,689
2042	56.4	0.0	0.0	0.0	56.4	\$ 1,762,243
2043	56.4	0.0	0.0	0.0	56.4	\$ 1,797,487
2044	56.4	0.0	0.0	0.0	56.4	\$ 1,833,437
2045	56.4	0.0	0.0	0.0	56.4	\$ 1,870,106
2046	56.4	0.0	0.0	0.0	56.4	\$ 1,907,508
2047	56.4	0.0	0.0	0.0	56.4	\$ 1,945,658
2048	56.4	0.0	0.0	0.0	56.4	\$ 1,984,571
2049	56.4	0.0	0.0	0.0	56.4	\$ 2,024,263
Total	860.6	881.4	44.9	156.8	1,943.7	\$45,488,742

[1] Source: Updated Development Absorption Projections dated July 16, 2021

Table 2, SJAFCA Mossdale Tract Area, Development Absorption Projections Acres (ac)

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Table B-4
Mossdale Tract: 2022 Adequate Progress Report
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Multifamily

Multifamily Acres By Jurisdiction [1]						
Year	Lathrop	Manteca	Stockton	Unincorp County	Total	Fee Revenue
						<i>Table B-1</i> \$ 20,084
					<i>Initial Fee Rate/Acre</i>	
2016	0.0	0.0	0.0	0.0	0.0	\$ 0
2017	0.0	0.0	0.0	0.0	0.0	\$ 0
2018	0.0	0.0	0.0	0.0	0.0	\$ 0
2019	0.0	0.0	0.0	0.0	0.0	\$ 0
2020	0.0	0.0	0.0	0.0	0.0	\$ 0
2021	1.6	0.0	7.5	0.0	9.1	\$ 0
2022	8.5	2.6	7.5	0.0	18.5	\$ 0
2023	16.5	13.5	16.0	0.0	46.0	\$ 924,654
2024	5.4	7.9	0.0	0.0	13.3	\$ 273,360
2025	5.4	10.1	0.0	0.0	15.5	\$ 324,379
2026	5.4	5.8	7.5	0.0	18.8	\$ 400,134
2027	5.4	2.2	7.5	0.0	15.1	\$ 328,353
2028	0.0	2.2	0.0	0.0	2.2	\$ 48,118
2029	0.0	2.2	0.0	0.0	2.2	\$ 48,854
2030	1.9	0.0	0.0	0.0	1.9	\$ 44,295
2031	1.9	0.0	0.0	0.0	1.9	\$ 45,181
2032	1.9	0.0	4.0	0.0	5.9	\$ 142,093
2033	0.0	0.0	4.0	0.0	4.0	\$ 97,929
2034	0.0	0.0	4.0	0.0	4.0	\$ 99,887
2035	0.0	0.0	4.0	0.0	4.0	\$ 101,885
2036	0.0	0.0	4.0	0.0	4.0	\$ 103,923
2037	0.0	0.0	4.0	0.0	4.0	\$ 106,001
2038	0.0	0.0	1.7	0.0	1.7	\$ 44,600
2039	0.0	0.0	0.0	0.0	0.0	\$ 0
2040	0.0	0.0	0.0	0.0	0.0	\$ 0
2041	0.0	0.0	0.0	0.0	0.0	\$ 0
2042	0.0	0.0	0.0	0.0	0.0	\$ 0
2043	0.0	0.0	0.0	0.0	0.0	\$ 0
2044	0.0	0.0	0.0	0.0	0.0	\$ 0
2045	0.0	0.0	0.0	0.0	0.0	\$ 0
2046	0.0	0.0	0.0	0.0	0.0	\$ 0
2047	0.0	0.0	0.0	0.0	0.0	\$ 0
2048	0.0	0.0	0.0	0.0	0.0	\$ 0
2049	0.0	0.0	0.0	0.0	0.0	\$ 0
Total	54.1	46.5	71.7	0.0	172.2	\$3,133,646

[1] Source: Updated Development Absorption Projections dated July 16, 2021

Table 2, SJAFCA Mossdale Tract Area, Development Absorption Projections Acres (ac)
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**Table B-5
 Mossdale Tract: 2022 Adequate Progress Report
 Updated Regional Development Fee Revenue Analysis
 Development Impact Fee Revenue Estimate - Commercial**

Commercial Acres By Jurisdiction [1]						
Year	Lathrop	Manteca	Stockton	Unincorp County	Total	Fee Revenue
						<i>Table B-1</i> \$ 20,307
				<i>Initial Fee Rate/Acre</i>		
2016	0.0	0.0	0.0	0.0	0.0	\$ 0
2017	0.0	0.0	0.0	0.0	0.0	\$ 0
2018	0.0	0.0	0.0	0.0	0.0	\$ 0
2019	0.0	0.0	0.0	0.0	0.0	\$ 0
2020	0.0	0.0	0.0	0.0	0.0	\$ 0
2021	8.1	0.0	0.0	0.0	8.1	\$ 0
2022	40.1	12.7	44.6	1.9	99.3	\$ 0
2023	40.1	16.5	24.0	3.8	84.4	\$ 1,714,059
2024	40.1	16.5	2.3	3.8	62.7	\$ 1,299,368
2025	40.1	20.3	2.3	6.3	69.1	\$ 1,459,618
2026	38.4	20.3	2.3	6.3	67.4	\$ 1,451,422
2027	38.4	21.4	2.3	8.3	70.3	\$ 1,545,733
2028	38.4	19.1	2.3	8.3	68.0	\$ 1,524,633
2029	38.4	23.3	2.3	8.3	72.2	\$ 1,651,631
2030	49.1	23.3	2.3	8.3	82.9	\$ 1,933,809
2031	42.5	23.3	2.3	8.3	76.3	\$ 1,816,144
2032	12.4	22.2	2.3	8.3	45.2	\$ 1,095,718
2033	12.4	22.2	2.3	14.1	51.0	\$ 1,262,442
2034	12.4	22.2	2.3	14.1	51.0	\$ 1,287,918
2035	12.4	22.2	2.3	11.6	48.5	\$ 1,249,266
2036	12.4	18.4	2.3	11.6	44.7	\$ 1,173,957
2037	12.4	5.2	2.3	11.6	31.5	\$ 844,287
2038	12.4	3.8	2.3	5.7	24.3	\$ 662,756
2039	12.4	3.8	2.3	5.7	24.2	\$ 675,091
2040	0.0	3.8	2.3	7.6	13.8	\$ 391,540
2041	0.9	3.8	2.3	7.6	14.7	\$ 426,315
2042	0.9	3.8	2.3	7.6	14.7	\$ 434,841
2043	0.9	3.8	2.3	8.0	15.0	\$ 453,496
2044	0.9	3.8	2.3	5.7	12.8	\$ 393,622
2045	0.9	3.8	2.3	5.7	12.8	\$ 401,495
2046	0.9	3.8	2.3	5.7	12.8	\$ 409,525
2047	0.9	3.8	2.3	4.8	11.9	\$ 388,646
2048	0.9	3.8	2.3	3.8	10.9	\$ 362,437
2049	0.9	3.8	2.3	3.8	10.9	\$ 369,686
Total	521.3	354.9	128.4	206.7	1,211.3	\$26,679,454

[1] Source: Updated Development Absorption Projections dated July 16, 2021

Table 2, SJAFCA Mossdale Tract Area, Development Absorption Projections Acres (ac)

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Table B-6
Mossdale Tract: 2022 Adequate Progress Report
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Industrial

Year	Industrial Acres By Jurisdiction				Total	Fee Revenue
	Lathrop	Manteca	Stockton	Unincorp County		
						<i>Table B-1</i> \$ 15,907
						<i>Initial Fee Rate/Acre</i>
2016	0.0	0.0	0.0	0.0	0.0	\$ 0
2017	0.0	0.0	0.0	0.0	0.0	\$ 0
2018	0.0	0.0	0.0	0.0	0.0	\$ 0
2019	0.0	0.0	0.0	0.0	0.0	\$ 0
2020	19.1	0.0	0.0	0.0	19.1	\$ 0
2021	90.8	68.0	0.0	0.0	158.8	\$ 0
2022	64.3	64.2	0.0	0.0	128.5	\$ 0
2023	96.4	115.5	0.0	0.0	211.9	\$ 3,370,859
2024	64.3	69.6	0.0	0.0	133.9	\$ 2,172,033
2025	64.3	73.2	0.0	0.0	137.5	\$ 2,275,118
2026	64.3	24.7	0.0	0.0	89.0	\$ 1,502,223
2027	64.9	3.6	0.0	0.0	68.5	\$ 1,179,264
2028	64.9	3.6	0.0	0.0	68.5	\$ 1,202,462
2029	41.9	3.6	0.0	0.0	45.5	\$ 814,677
2030	22.8	3.6	0.0	0.0	26.4	\$ 482,013
2031	22.8	3.6	0.0	0.0	26.4	\$ 491,654
2032	22.8	3.6	0.0	0.0	26.4	\$ 501,487
2033	22.8	3.6	23.0	28.9	78.2	\$ 1,516,322
2034	22.8	3.6	20.2	28.9	75.4	\$ 1,491,863
2035	22.8	0.0	20.2	28.9	71.9	\$ 1,449,680
2036	22.8	0.0	20.2	28.9	71.9	\$ 1,479,291
2037	0.0	0.0	20.2	28.9	49.1	\$ 1,029,852
2038	0.0	0.0	20.2	0.0	20.2	\$ 432,665
2039	0.0	0.0	20.2	0.0	20.2	\$ 441,318
2040	0.0	0.0	20.2	0.0	20.2	\$ 450,145
2041	0.0	0.0	20.2	0.0	20.2	\$ 459,148
2042	0.0	0.0	20.2	0.0	20.2	\$ 468,331
2043	0.0	0.0	20.2	0.0	20.2	\$ 476,752
2044	0.0	0.0	0.0	0.0	0.0	\$ 0
2045	0.0	0.0	0.0	0.0	0.0	\$ 0
2046	0.0	0.0	0.0	0.0	0.0	\$ 0
2047	0.0	0.0	0.0	0.0	0.0	\$ 0
2048	0.0	0.0	0.0	0.0	0.0	\$ 0
2049	0.0	0.0	0.0	0.0	0.0	\$ 0
Total	794.7	443.9	225.0	144.3	1,607.9	\$23,687,158

[1] Source: Updated Development Absorption Projections dated July 16, 2021

Table 2, SJAFCA Mossdale Tract Area, Development Absorption Projections Acres (ac)

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Table B7
Mossdale Tract: 2022 Adequate Progress Report
Creditable Pre-Project Expenditures

Pre-Project Expenditure - Contractor (Amendment/Task Order)	Cost	Funding Source	Amount
Peterson Brustad - Agreement No. 1 <i>Funding 11/2014 Staff Report</i>	\$123,244	Manteca River Islands Saybrook CLSP Richland Lathrop Gateway/Lazares Saybrook CLSP	\$61,622 \$15,500 \$13,020 \$14,415 \$3,720 \$14,967
	\$123,244		\$123,244
Peterson Brustad - Agreement No. 2	\$7,500	Lathrop	\$7,500
	\$7,500		\$7,500
Peterson Brustad - Agreement No. 3	\$17,499	Lathrop	\$17,499
	\$17,499		\$17,499
Peterson Brustad - Agreement No. 4	\$50,000	Saybrook CLSP Lathrop	\$25,000 \$25,000
	\$50,000		\$50,000
Peterson Brustad - Agreement No. 5	\$2,589,197	Manteca Lathrop Saybrook CLSP Others	\$863,066 \$750,000 \$500,000 \$476,131
	\$2,589,197		\$2,589,197
Larsen Wurzel & Associates, Inc. - Agreement No. 1 (A) <i>Financial Planning / Grant Application</i>	\$63,540	Lathrop Manteca	\$42,360 \$21,180
	\$63,540		\$63,540
Larsen Wurzel & Associates, Inc. - Agreement No. 1 (B) <i>Financial Plan for ULOP</i>	\$80,010	Lathrop Manteca	\$53,340 \$26,670
	\$80,010		\$80,010
Larsen Wurzel & Associates, Inc. - Agreement No. 3 <i>Financial Plan Implementation & Analysis</i>			
<i>Task Order No. 1</i>	\$172,018	Lathrop Manteca	\$114,679 \$57,339
<i>Task Order No. 2</i>	\$126,300	RD 17	\$126,300
	\$298,318		\$298,318
SJAFCFA Seed Funding Agreement Loans & Interest in Fund:	\$313,351	Lathrop Manteca Stockton SJ County Interest (Use of Money)	\$115,000 \$65,000 \$65,000 \$65,000 \$3,351
	\$313,351		\$313,351
Total Cost / Sources	\$3,542,659	Lathrop Lathrop Gateway/Lazares Manteca Stockton SJ County Others Richland River Islands Saybrook CLSP RD 17	\$1,126,621 \$3,720 \$1,095,580 \$65,703 \$65,703 \$476,131 \$14,415 \$15,500 \$552,987 \$126,300
	\$3,542,659		\$3,542,659

Source: City of Lathrop, LWA

APPENDIX C: RD 17 LSRP PROJECT SUPPORTING TABLES

Table C1	Remaining Expenditure Schedule for Phase 3 LSRP	C-1
Table C2	EIP Funding Agreement Credit.....	C-2
Table C3	State Payments Received to Date & State Share Remaining.....	C-3
Table C4	Expenses Reported to DWR.....	C-4
Table C5	Historic RD 17 Financial Statements.....	C-6

Table C1
Mossdale Tract: 2022 Adequate Progress Report
Estimated Remaining Expenditure Schedule for LSRP (All Phases)

Month & Year	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023	TOTAL
Remaining Costs	-	663,750	663,750	663,750	663,750	663,750	663,750	663,750	663,750	-	5,310,000
Total Expenses	-	663,750	663,750	663,750	663,750	663,750	663,750	663,750	663,750	-	5,310,000

Table C2
Mossdale Tract: 2022 Adequate Progress Report
EIP Funding Agreement Credit

Levee Seepage Repair Project Phase	Eligible Project Credit	State Share
LSRP - Phase I	2,630,649	1,578,389
LSRP - Phase II	3,756,668	2,254,001
LSRP - Phase III	625,090	375,054
Total	\$7,012,406	\$4,207,444

Source: KSN

**Table C3
 Mossdale Tract: 2022 Adequate Progress Report
 State Payments Received to Date & State Share Remaining**

Received Date	Total	State Share	Credit Applied
4/15/2010	2,182,950	1,389,150	793,800
6/8/2010	886,525	602,717	283,808
12/19/2011	2,828,433	2,355,408	473,025
5/30/2012	452,032	420,838	31,194
11/13/2013	1,617,235	1,041,086	576,149
Through Q40	7,618,404	5,981,017	1,637,387
Subtotal	15,585,578	11,790,215	3,795,363
Remaining	28,207,517	27,795,436	412,081
Total	43,793,095	39,585,652	4,207,444

Source: KSN

Table C4
Mossdale Tract: 2022 Adequate Progress Report
Total Actual and Estimated Expenses Reported to DWR

Project Quarter	Year	Fiscal Quarter	LSRP - Phase I Expenses	LSRP - Phase II Expenses	LSRP - Phase III Expenses
Quarter 1	2010	Q1	\$0	\$866,617	\$223,200
Quarter 2	2010	Q2	\$0	\$1,973,380	\$558,289
Quarter 3	2010	Q3	\$2,019	\$944,450	\$330,377
Quarter 4	2010	Q4	\$2,717	\$320,758	\$474,112
Quarter 5	2011	Q1	\$1,756	\$58,861	\$563,240
Quarter 6	2011	Q2	\$0	\$327,945	\$177,526
Quarter 7	2011	Q3	\$1,413	\$79,657	\$169,326
Quarter 8	2011	Q4	\$2,247	\$27,994	\$178,793
Quarter 9	2012	Q1	\$0	\$119,734	\$209,277
Quarter 10	2012	Q2	\$1,311	\$379,956	\$150,024
Quarter 11	2012	Q3	\$1,444	\$552,568	\$121,165
Quarter 12	2012	Q4	\$502	\$383,096	\$139,318
Quarter 13	2013	Q1	\$0	\$83,459	\$177,599
Quarter 14	2013	Q2	\$638	\$107,557	\$120,283
Quarter 15	2013	Q3	\$509	\$7,251	\$150,287
Quarter 16	2013	Q4	\$0	\$4,524	\$160,103
Quarter 17	2014	Q1	\$0	\$369	\$174,827
Quarter 18	2014	Q2	\$0	\$6,935	\$272,888
Quarter 19	2014	Q3	\$0	\$9,000	\$145,107
Quarter 20	2014	Q4	\$999	\$7,444	\$289,306
Quarter 21	2015	Q1	\$7,930	\$7,717	\$213,506
Quarter 22	2015	Q2	\$7,140	\$18,637	\$173,810
Quarter 23	2015	Q3	\$540	\$7,305	\$224,115
Quarter 24	2015	Q4	\$0	\$0	\$1,114,855
Quarter 25	2016	Q1	\$3,720	\$8,378	\$472,267
Quarter 26	2016	Q2	\$228	\$25,387	\$205,565
Quarter 27	2016	Q3	\$0	\$20,015	\$225,024
Quarter 28	2016	Q4	\$0	\$69,326	\$347,394
Quarter 29	2017	Q1	\$0	\$9,934	\$3,184,943
Quarter 30	2017	Q2	\$0	\$6,489	\$2,621,495
Quarter 31	2017	Q3	\$0	\$0	\$862,141
Quarter 32	2017	Q4	\$0	\$0	\$990,150
Quarter 33	2018	Q1	\$0	\$0	\$257,589
Quarter 34	2018	Q2	\$0	\$0	\$267,170
Quarter 35	2018	Q3	\$0	\$58,041	\$244,441
Quarter 36	2018	Q4	\$0	\$10,068	\$250,358
Quarter 37	2019	Q1	\$0	\$0	\$109,934
Quarter 38	2019	Q2	\$0	\$0	\$408,863
Quarter 39	2019	Q3	\$0	\$0	\$307,982
Quarter 40	2019	Q4	\$0	\$0	\$945,541
Quarter 41	2020	Q1	\$0	\$12,015	\$2,479,798
Quarter 42	2020	Q2	\$0	\$7,990	\$2,174,239

Table C4
Mossdale Tract: 2022 Adequate Progress Report
Total Actual and Estimated Expenses Reported to DWR

Project Quarter	Year	Fiscal Quarter	LSRP - Phase I Expenses	LSRP - Phase II Expenses	LSRP - Phase III Expenses
Quarter 43	2020	Q3	\$0	\$6,375	\$534,295
Quarter 44	2020	Q4	\$0	\$0	\$204,616
Quarter 45	2021	Q1	\$0	\$10,076	\$496,529
Est. Quarter 46	2021	Q2	\$0	\$6,000	\$242,700
Est. Quarter 47	2021	Q3	\$0	\$6,000	\$643,700
Est. Quarter 48	2021	Q4	\$0	\$6,000	\$218,240
Est. Quarter 49	2022	Q1	\$0	\$6,000	\$218,240
Balance through December 2022			\$0	\$2,631,382	\$26,011,738
Total			\$ 35,112	\$ 9,194,690	\$ 51,436,284

Source: KSN, LWA

Table C5
 Mossdale Tract: 2022 Adequate Progress Report
 Historic RD 17 Financial Data

Fiscal Year Fiscal Quarter	2010				2011				2012			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
State Assistance	1,534,738	1,534,738	-	-	-	-	-	-	1,640,233	1,640,233	-	-
Assessments	1,542,907	1,542,907	-	-	1,573,048	1,573,048	-	-	1,495,598	1,495,598	-	-
Property taxes	80,197	80,197	-	-	121,729	121,729	-	-	102,670	102,670	-	-
Interest	44,107	44,107	-	-	32,566	32,566	-	-	9,557	9,557	-	-
Other revenue	100,550	100,550	-	-	100,295	100,295	-	-	562	562	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	3,302,498	3,302,498	-	-	1,827,637	1,827,637	-	-	3,248,619	3,248,619	-	-
Expenditures												
Levee repairs and maintenance	182,568	182,568	-	-	90,630	90,630	-	-	78,201	78,201	-	-
Engineering	44,731	44,731	-	-	63,021	63,021	-	-	40,144	40,144	-	-
Legal and accounting	78,800	78,800	-	-	82,354	82,354	-	-	66,601	66,601	-	-
Vegetation control	42,823	42,823	-	-	34,175	34,175	-	-	34,825	34,825	-	-
Payroll expenses	4,812	4,812	-	-	8,482	8,482	-	-	6,623	6,623	-	-
Rodent control	3,250	3,250	-	-	255	255	-	-	12,962	12,962	-	-
County charges	14,980	14,980	-	-	15,096	15,096	-	-	25,768	25,768	-	-
Insurance	7,162	7,162	-	-	6,293	6,293	-	-	5,536	5,536	-	-
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-
Office expense/supplies	132	132	-	-	-	-	-	-	-	-	-	-
Miscellaneous	11,828	11,828	-	-	1,287	1,287	-	-	375	375	-	-
Trustee fees	438	438	-	-	388	388	-	-	438	438	-	-
Automobile expense	1,800	1,800	-	-	1,908	1,908	-	-	1,800	1,800	-	-
Dues and subscriptions	500	500	-	-	500	500	-	-	553	553	-	-
Permits	435	435	-	-	435	435	-	-	-	-	-	-
Publication cost	61	61	-	-	138	138	-	-	238	238	-	-
Bank fees	-	-	-	-	-	-	-	-	-	-	-	-
Special projects	34,398	34,398	-	-	29,043	29,043	-	-	31,721	31,721	-	-
Bond Issuance Cost	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursements	150,000	150,000	-	-	-	-	-	-	-	-	-	-
Equipment rental	1,412	1,412	-	-	-	-	-	-	-	-	-	-
Capital outlay	3,892,403	3,892,403	-	-	2,552,743	2,552,743	-	-	499,463	499,463	-	-
Debt service												
Principal	453,309	453,309	-	-	107,500	107,500	-	-	112,500	112,500	-	-
Interest	376,391	376,391	-	-	522,227	522,227	-	-	518,335	518,335	-	-
Total Expenditures	5,302,227	5,302,227	-	-	3,516,471	3,516,471	-	-	1,436,079	1,436,079	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending June 30, 2020. Future Years are based on projections using prior year data as assumed by LWA.

Table C5
 Mossdale Tract: 2022 Adequate Progress Report
 Historic RD 17 Financial Data

Fiscal Year Fiscal Quarter	2013				2014				2015			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
State Assistance	-	-	-	-	808,618	808,618	-	-	-	-	-	-
Assessments	1,450,901	1,450,901	-	-	1,444,959	1,444,959	-	-	1,415,812	1,415,812	-	-
Property taxes	107,189	107,189	-	-	106,405	106,405	-	-	120,689	120,689	-	-
Interest	13,447	13,447	-	-	14,364	14,364	-	-	17,264	17,264	-	-
Other revenue	103,835	103,835	-	-	6,625	6,625	-	-	514	514	-	-
Penalties and interest on late assessments	-	-	-	-	3,434	3,434	-	-	-	-	-	-
Total Revenues	1,675,371	1,675,371	-	-	2,384,404	2,384,404	-	-	1,554,278	1,554,278	-	-
Expenditures												
Levee repairs and maintenance	43,227	43,227	-	-	132,018	132,018	-	-	116,170	116,170	-	-
Engineering	31,757	31,757	-	-	152,597	152,597	-	-	99,124	99,124	-	-
Legal and accounting	65,667	65,667	-	-	104,832	104,832	-	-	137,060	137,060	-	-
Vegetation control	41,225	41,225	-	-	47,425	47,425	-	-	41,575	41,575	-	-
Payroll expenses	8,371	8,371	-	-	6,831	6,831	-	-	5,409	5,409	-	-
Rodent control	3,017	3,017	-	-	3,090	3,090	-	-	5,785	5,785	-	-
County charges	14,984	14,984	-	-	15,019	15,019	-	-	15,108	15,108	-	-
Insurance	8,121	8,121	-	-	7,722	7,722	-	-	7,828	7,828	-	-
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-
Office expense/supplies	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	372	372	-	-	1,016	1,016	-	-	2,333	2,333	-	-
Trustee fees	1,038	1,038	-	-	300	300	-	-	375	375	-	-
Automobile expense	1,172	1,172	-	-	723	723	-	-	723	723	-	-
Dues and subscriptions	500	500	-	-	500	500	-	-	500	500	-	-
Permits	-	-	-	-	-	-	-	-	3,535	3,535	-	-
Publication cost	45	45	-	-	-	-	-	-	91	91	-	-
Bank fees	-	-	-	-	-	-	-	-	2,100	2,100	-	-
Special projects	31,721	31,721	-	-	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	49,863	49,863	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-	-	-	-	-	-	-
Capital outlay	1,174,156	1,174,156	-	-	344,282	344,282	-	-	279,875	279,875	-	-
Debt service	-	-	-	-	-	-	-	-	-	-	-	-
Principal	117,500	117,500	-	-	120,000	120,000	-	-	125,000	125,000	-	-
Interest	513,838	513,838	-	-	508,897	508,897	-	-	471,060	471,060	-	-
Total Expenditures	2,053,706	2,053,706	-	-	1,495,112	1,495,112	-	-	1,313,647	1,313,647	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending June 30, 2020. Future Years are based on projections using prior year data as assumed by LWA.



Table C5
Mossdale Tract: 2022 Adequate Progress Report
Historic RD 17 Financial Data

Fiscal Year Fiscal Quarter	2016				2017				2018			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
State Assistance	-	-	-	-	4,611	4,611	-	-	1,732	1,732	-	-
Assessments	1,403,761	1,403,761	-	-	1,403,873	1,403,873	-	-	1,605,323	1,605,323	-	-
Property taxes	132,475	132,475	-	-	145,166	145,166	-	-	153,355	153,355	-	-
Interest	31,917	31,917	-	-	58,882	58,882	-	-	80,465	80,465	-	-
Other revenue	1,056	1,056	-	-	3,247	3,247	-	-	859	859	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,569,208	1,569,208	-	-	1,615,778	1,615,778	-	-	1,841,733	1,841,733	-	-
Expenditures												
Levee repairs and maintenance	700,807	700,807	-	-	558,933	558,933	-	-	763,538	763,538	-	-
Engineering	165,311	165,311	-	-	190,658	190,658	-	-	130,929	130,929	-	-
Legal and accounting	168,652	168,652	-	-	172,608	172,608	-	-	164,975	164,975	-	-
Vegetation control	43,925	43,925	-	-	113,618	113,618	-	-	132,723	132,723	-	-
Payroll expenses	5,160	5,160	-	-	4,947	4,947	-	-	3,601	3,601	-	-
Rodent control	2,649	2,649	-	-	-	-	-	-	-	-	-	-
County charges	15,270	15,270	-	-	15,272	15,272	-	-	15,720	15,720	-	-
Insurance	8,080	8,080	-	-	8,266	8,266	-	-	8,780	8,780	-	-
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-
Office expense/supplies	350	350	-	-	-	-	-	-	77	77	-	-
Miscellaneous	4,118	4,118	-	-	7,109	7,109	-	-	4,175	4,175	-	-
Trustee fees	400	400	-	-	400	400	-	-	388	388	-	-
Automobile expense	723	723	-	-	723	723	-	-	723	723	-	-
Dues and subscriptions	500	500	-	-	500	500	-	-	500	500	-	-
Permits	-	-	-	-	-	-	-	-	-	-	-	-
Publication cost	-	-	-	-	53	53	-	-	53	53	-	-
Bank fees	-	-	-	-	-	-	-	-	-	-	-	-
Special projects	-	-	-	-	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	319,861	319,861	-	-	-	-	-	-
Reimbursements	658	658	-	-	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	1,560	1,560	-	-	-	-	-	-
Capital outlay	331,619	331,619	-	-	2,766,672	2,766,672	-	-	722,604	722,604	-	-
Debt service	-	-	-	-	-	-	-	-	-	-	-	-
Principal	163,352	163,352	-	-	166,758	166,758	-	-	372,175	372,175	-	-
Interest	455,886	455,886	-	-	331,513	331,513	-	-	465,898	465,898	-	-
Total Expenditures	2,067,456	2,067,456	-	-	4,659,448	4,659,448	-	-	2,786,857	2,786,857	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending June 30, 2020. Future Years are based on projections using prior year data as assumed by LWA.

Table C5
 Mossdale Tract: 2022 Adequate Progress Report
 Historic RD 17 Financial Data

Fiscal Year Fiscal Quarter	2019				2020				2021			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
State Assistance	-	-	-	-	3,857,939	3,857,939	-	-	-	-	-	-
Assessments	1,478,039	1,478,039	-	-	1,499,109	1,499,109	-	-	1,529,091	1,529,091	-	-
Property taxes	166,810	166,810	-	-	178,440	178,440	-	-	183,793	183,793	-	-
Interest	98,014	98,014	-	-	88,173	88,173	-	-	90,818	90,818	-	-
Other revenue	-	-	-	-	20,238	20,238	-	-	-	-	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,742,862	1,742,862	-	-	5,643,897	5,643,897	-	-	1,803,701	1,803,701	-	-
Expenditures												
Levee repairs and maintenance	264,169	264,169	-	-	247,507	247,507	-	-	288,888	288,888	-	-
Engineering	82,101	82,101	-	-	93,890	93,890	-	-	96,706	96,706	-	-
Legal and accounting	97,835	97,835	-	-	83,153	83,153	-	-	85,648	85,648	-	-
Vegetation control	48,225	48,225	-	-	52,475	52,475	-	-	54,049	54,049	-	-
Payroll expenses	10,850	10,850	-	-	33,086	33,086	-	-	34,079	34,079	-	-
Rodent control	13,815	13,815	-	-	30,418	30,418	-	-	31,331	31,331	-	-
County charges	16,055	16,055	-	-	15,797	15,797	-	-	16,271	16,271	-	-
Insurance	9,000	9,000	-	-	11,439	11,439	-	-	11,782	11,782	-	-
Property Taxes	-	-	-	-	7,134	7,134	-	-	7,348	7,348	-	-
Equipment Rental	-	-	-	-	3,763	3,763	-	-	3,875	3,875	-	-
Office expense/supplies	-	-	-	-	2,541	2,541	-	-	2,617	2,617	-	-
Miscellaneous	4,325	4,325	-	-	1,897	1,897	-	-	1,953	1,953	-	-
Trustee fees	513	513	-	-	850	850	-	-	876	876	-	-
Automobile expense	739	739	-	-	754	754	-	-	777	777	-	-
Dues and subscriptions	500	500	-	-	500	500	-	-	515	515	-	-
Permits	-	-	-	-	347	347	-	-	357	357	-	-
Publication cost	-	-	-	-	228	228	-	-	234	234	-	-
Bank fees	-	-	-	-	-	-	-	-	-	-	-	-
Special projects	-	-	-	-	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-	-	-	-	-	-	-
Capital outlay	407,809	407,809	-	-	3,116,273	3,116,273	-	-	3,209,761	3,209,761	-	-
Debt service	-	-	-	-	-	-	-	-	-	-	-	-
Principal	249,504	249,504	-	-	258,813	258,813	-	-	266,577	266,577	-	-
Interest	457,432	457,432	-	-	449,662	449,662	-	-	463,152	463,152	-	-
Total Expenditures	1,662,867	1,662,867	-	-	4,410,524	4,410,524	-	-	4,576,795	4,576,795	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending June 30, 2020. Future Years are based on projections using prior year data as assumed by LWA.

Table C5
 Mossdale Tract: 2022 Adequate Progress Report
 Historic RD 17 Financial Data

Fiscal Year Fiscal Quarter	2022				2023				2024			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
State Assistance	-	-	-	-	-	-	-	-	-	-	-	-
Assessments	1,559,672	1,559,672	-	-	-	1,590,866	1,590,866	-	1,622,683	1,622,683	-	-
Property taxes	189,306	189,306	-	-	-	194,986	194,986	-	200,835	200,835	-	-
Interest	93,542	93,542	-	-	-	96,348	96,348	-	99,239	99,239	-	-
Other revenue	-	-	-	-	-	-	-	-	-	-	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,842,521	1,842,521	-	-	1,882,200	1,882,200	-	-	1,922,757	1,922,757	-	-
Expenditures												
Levee repairs and maintenance	297,554	297,554	-	-	-	306,481	306,481	-	315,675	315,675	-	-
Engineering	99,607	99,607	-	-	-	102,596	102,596	-	105,673	105,673	-	-
Legal and accounting	88,217	88,217	-	-	-	90,864	90,864	-	93,589	93,589	-	-
Vegetation control	55,671	55,671	-	-	-	57,341	57,341	-	59,061	59,061	-	-
Payroll expenses	35,101	35,101	-	-	-	36,154	36,154	-	37,239	37,239	-	-
Rodent control	32,270	32,270	-	-	-	33,239	33,239	-	34,236	34,236	-	-
County charges	16,759	16,759	-	-	-	17,262	17,262	-	17,780	17,780	-	-
Insurance	12,136	12,136	-	-	-	12,500	12,500	-	12,875	12,875	-	-
Property Taxes	7,568	7,568	-	-	-	7,796	7,796	-	8,029	8,029	-	-
Equipment Rental	3,992	3,992	-	-	-	4,111	4,111	-	4,235	4,235	-	-
Office expense/supplies	2,695	2,695	-	-	-	2,776	2,776	-	2,859	2,859	-	-
Miscellaneous	2,012	2,012	-	-	-	2,072	2,072	-	2,135	2,135	-	-
Trustee fees	902	902	-	-	-	929	929	-	957	957	-	-
Automobile expense	800	800	-	-	-	824	824	-	849	849	-	-
Dues and subscriptions	530	530	-	-	-	546	546	-	563	563	-	-
Permits	368	368	-	-	-	379	379	-	391	391	-	-
Publication cost	241	241	-	-	-	249	249	-	256	256	-	-
Bank fees	-	-	-	-	-	-	-	-	-	-	-	-
Special projects	-	-	-	-	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-	-	-	-	-	-	-
Capital outlay	3,306,053	3,306,053	-	-	-	3,405,235	3,405,235	-	3,507,392	3,507,392	-	-
Debt service	-	-	-	-	-	-	-	-	-	-	-	-
Principal	274,575	274,575	-	-	-	282,812	282,812	-	291,296	291,296	-	-
Interest	477,046	477,046	-	-	-	491,358	491,358	-	506,099	506,099	-	-
Total Expenditures	4,714,099	4,714,099	-	-	4,855,522	4,855,522	-	-	5,001,188	5,001,188	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending June 30, 2020. Future Years are based on projections using prior year data as assumed by LWA.

Table C5
 Mossdale Tract: 2022 Adequate Progress Report
 Historic RD 17 Financial Data

Fiscal Year Fiscal Quarter	2025				2026				2027			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
State Assistance	-	-	-	-	-	-	-	-	-	-	-	-
Assessments	1,655,137	1,655,137	-	-	-	1,688,240	1,688,240	-	1,722,004	1,722,004	-	-
Property taxes	206,860	206,860	-	-	-	213,066	213,066	-	219,458	219,458	-	-
Interest	102,216	102,216	-	-	-	105,283	105,283	-	108,441	108,441	-	-
Other revenue	-	-	-	-	-	-	-	-	-	-	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,964,213	1,964,213	-	-	-	2,006,588	2,006,588	-	2,049,904	2,049,904	-	-
Expenditures												
Levee repairs and maintenance	325,146	325,146	-	-	-	334,900	334,900	-	344,947	344,947	-	-
Engineering	108,844	108,844	-	-	-	112,109	112,109	-	115,472	115,472	-	-
Legal and accounting	96,397	96,397	-	-	-	99,289	99,289	-	102,268	102,268	-	-
Vegetation control	60,833	60,833	-	-	-	62,658	62,658	-	64,538	64,538	-	-
Payroll expenses	38,356	38,356	-	-	-	39,506	39,506	-	40,692	40,692	-	-
Rodent control	35,263	35,263	-	-	-	36,321	36,321	-	37,410	37,410	-	-
County charges	18,313	18,313	-	-	-	18,862	18,862	-	19,428	19,428	-	-
Insurance	13,261	13,261	-	-	-	13,659	13,659	-	14,069	14,069	-	-
Property Taxes	8,270	8,270	-	-	-	8,518	8,518	-	8,774	8,774	-	-
Equipment Rental	4,362	4,362	-	-	-	4,493	4,493	-	4,627	4,627	-	-
Office expense/supplies	2,945	2,945	-	-	-	3,033	3,033	-	3,124	3,124	-	-
Miscellaneous	2,199	2,199	-	-	-	2,265	2,265	-	2,332	2,332	-	-
Trustee fees	985	985	-	-	-	1,015	1,015	-	1,045	1,045	-	-
Automobile expense	874	874	-	-	-	900	900	-	927	927	-	-
Dues and subscriptions	580	580	-	-	-	597	597	-	615	615	-	-
Permits	402	402	-	-	-	414	414	-	427	427	-	-
Publication cost	264	264	-	-	-	272	272	-	280	280	-	-
Bank fees	-	-	-	-	-	-	-	-	-	-	-	-
Special projects	-	-	-	-	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-	-	-	-	-	-	-
Capital outlay	3,612,614	3,612,614	-	-	-	3,720,992	3,720,992	-	3,832,622	3,832,622	-	-
Debt service	-	-	-	-	-	-	-	-	-	-	-	-
Principal	300,035	300,035	-	-	-	309,036	309,036	-	318,307	318,307	-	-
Interest	521,281	521,281	-	-	-	536,920	536,920	-	553,028	553,028	-	-
Total Expenditures	5,151,223	5,151,223	-	-	-	5,305,760	5,305,760	-	5,464,933	5,464,933	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending June 30, 2020. Future Years are based on projections using prior year data as assumed by LWA.

Table C5
 Mossdale Tract: 2022 Adequate Progress Report
 Historic RD 17 Financial Data

Fiscal Year Fiscal Quarter	2028				2029				2030			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
State Assistance	-	-	-	-	-	-	-	-	-	-	-	-
Assessments	1,756,445	1,756,445	-	-	-	1,791,573	1,791,573	-	1,827,405	1,827,405	-	-
Property taxes	226,042	226,042	-	-	-	232,823	232,823	-	239,808	239,808	-	-
Interest	111,694	111,694	-	-	-	115,045	115,045	-	118,496	118,496	-	-
Other revenue	-	-	-	-	-	-	-	-	-	-	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	2,094,181	2,094,181	-	-	2,139,442	2,139,442	2,139,442	-	2,185,709	2,185,709	-	-
Expenditures												
Levee repairs and maintenance	355,295	355,295	-	-	-	365,954	365,954	-	376,933	376,933	-	-
Engineering	118,936	118,936	-	-	-	122,505	122,505	-	126,180	126,180	-	-
Legal and accounting	105,336	105,336	-	-	-	108,496	108,496	-	111,751	111,751	-	-
Vegetation control	66,474	66,474	-	-	-	68,468	68,468	-	70,522	70,522	-	-
Payroll expenses	41,912	41,912	-	-	-	43,170	43,170	-	44,465	44,465	-	-
Rodent control	38,533	38,533	-	-	-	39,689	39,689	-	40,879	40,879	-	-
County charges	20,011	20,011	-	-	-	20,612	20,612	-	21,230	21,230	-	-
Insurance	14,491	14,491	-	-	-	14,925	14,925	-	15,373	15,373	-	-
Property Taxes	9,037	9,037	-	-	-	9,308	9,308	-	9,587	9,587	-	-
Equipment Rental	4,766	4,766	-	-	-	4,909	4,909	-	5,056	5,056	-	-
Office expense/supplies	3,218	3,218	-	-	-	3,315	3,315	-	3,414	3,414	-	-
Miscellaneous	2,402	2,402	-	-	-	2,475	2,475	-	2,549	2,549	-	-
Trustee fees	1,077	1,077	-	-	-	1,109	1,109	-	1,142	1,142	-	-
Automobile expense	955	955	-	-	-	984	984	-	1,013	1,013	-	-
Dues and subscriptions	633	633	-	-	-	652	652	-	672	672	-	-
Permits	440	440	-	-	-	453	453	-	466	466	-	-
Publication cost	288	288	-	-	-	297	297	-	306	306	-	-
Bank fees	-	-	-	-	-	-	-	-	-	-	-	-
Special projects	-	-	-	-	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-	-	-	-	-	-	-
Capital outlay	3,947,601	3,947,601	-	-	-	4,066,029	4,066,029	-	4,188,010	4,188,010	-	-
Debt service	-	-	-	-	-	-	-	-	-	-	-	-
Principal	327,857	327,857	-	-	-	337,692	337,692	-	347,823	347,823	-	-
Interest	569,618	569,618	-	-	-	586,707	586,707	-	604,308	604,308	-	-
Total Expenditures	5,628,881	5,628,881	-	-	5,797,747	5,797,747	5,797,747	-	5,971,680	5,971,680	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending June 30, 2020. Future Years are based on projections using prior year data as assumed by LWA.

APPENDIX D: OVERLAY ASSESSMENT DISTRICT REVENUE ANALYSIS SUPPORTING TABLES

Table D-1	Cash Flow Modeling of Overlay Assessment in Conjunction with Development Projections	D-1
Table D-2	Marginal Change in Overlay Assessment Per Acre of Development	D-5

Table D-1
Mossdale Tract Area: Overlay Assessment Rate Analysis
Cash Flow Modeling of Overlay Assessment in Conjunction with Development Projections

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Annual Assessment Revenue [1]	\$0	\$2,625,000	\$2,751,637	\$2,850,428	\$2,956,652	\$3,038,160	\$3,103,924	\$3,165,192	\$3,216,160	\$3,260,228	\$3,303,074
Planned Development Acres [2]											
Commercial	99.33	84.41	62.73	69.09	67.35	70.32	68.00	72.22	82.90	76.33	45.15
Industrial	128.49	147.67	133.87	137.47	88.99	68.49	68.47	45.48	26.38	26.38	26.38
Residential	292.95	163.19	92.70	111.23	107.08	80.76	64.11	64.12	65.46	65.46	69.45
Subtotal Planned Development Acres	520.76	395.27	289.30	317.80	263.43	219.58	200.58	181.82	174.74	168.17	140.98
Marginal Change in Assessment Revenue [3]											
Commercial	\$0.00	\$15,689.16	\$11,660.21	\$12,841.42	\$12,518.93	\$13,070.97	\$12,639.75	\$13,424.13	\$15,409.43	\$14,188.06	\$8,392.11
Industrial	\$0.00	\$71,220.28	\$64,564.63	\$66,302.82	\$42,920.26	\$33,032.28	\$33,021.67	\$21,933.74	\$12,722.90	\$12,722.90	\$12,722.90
Residential	\$0.00	\$39,727.83	\$22,566.30	\$27,078.98	\$26,068.69	\$19,661.26	\$15,607.04	\$15,609.47	\$15,935.68	\$15,935.68	\$16,907.01
Subtotal Marginal Change in Assessment Revenue	\$0.00	\$126,637.28	\$98,791.14	\$106,223.21	\$81,507.89	\$65,764.52	\$61,268.46	\$50,967.34	\$44,068.01	\$42,846.65	\$38,022.03
Net Change in Assessment Revenue [4]	\$0	\$2,751,637	\$2,850,428	\$2,956,652	\$3,038,160	\$3,103,924	\$3,165,192	\$3,216,160	\$3,260,228	\$3,303,074	\$3,341,097

Notes

- [1] Annual Assessment Revenue calculated by adding the marginal change in assessment revenue from the previous year's development.
- [2] Development assumed to occur during the year affecting the following year's assessment roll. Based on the Development Absorption Analysis prepared by LWA dated 6/12/21.
- [3] Calculated by multiplying the Planned Development Acres by the appropriate rate from Table D-2.
- [4] Assessment revenues assumed to result from development during the year.

Table D-1
 Mossdale Tract Area: Overlay Assessment Rate Anal
 Cash Flow Modeling of Overlay Assessment in Conjun

	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
Annual Assessment Revenue [1]	\$3,341,097	\$3,400,916	\$3,459,387	\$3,510,600	\$3,559,071	\$3,594,085	\$3,613,259	\$3,632,026	\$3,661,876	\$3,688,076	\$3,714,276
Planned Development Acres [2]											
Commercial	51.00	51.01	48.51	44.69	31.51	24.25	24.22	13.77	14.70	14.70	15.03
Industrial	78.20	75.43	71.86	71.89	49.07	20.21	20.21	20.21	20.21	20.21	20.17
Residential	51.86	51.80	30.97	22.56	22.56	20.21	18.56	72.06	56.36	56.36	56.36
Subtotal Planned Development Acres	181.06	178.24	151.34	139.14	103.14	64.67	62.99	106.04	91.27	91.27	91.56
Marginal Change in Assessment Revenue [3]											
Commercial	\$9,479.46	\$9,481.14	\$9,016.27	\$8,306.61	\$5,856.82	\$4,507.39	\$4,501.26	\$2,559.46	\$2,732.13	\$2,732.13	\$2,793.47
Industrial	\$37,715.35	\$36,379.40	\$34,657.61	\$34,672.08	\$23,664.70	\$9,747.15	\$9,747.15	\$9,747.15	\$9,747.15	\$9,747.15	\$9,727.86
Residential	\$12,624.88	\$12,610.27	\$7,539.38	\$5,492.04	\$5,492.04	\$4,919.95	\$4,518.27	\$17,543.15	\$13,721.12	\$13,721.12	\$13,721.12
Subtotal Marginal Change in Assessment Revenue	\$59,819.69	\$58,470.81	\$51,213.27	\$48,470.73	\$35,013.56	\$19,174.50	\$18,766.68	\$29,849.76	\$26,200.40	\$26,200.40	\$26,242.45
Net Change in Assessment Revenue [4]	\$3,400,916	\$3,459,387	\$3,510,600	\$3,559,071	\$3,594,085	\$3,613,259	\$3,632,026	\$3,661,876	\$3,688,076	\$3,714,276	\$3,740,519

Notes

- [1] Annual Assessment Revenue calculated by subtracting the marginal change in assessment revenue from the previous year's development.
- [2] Development assumed to occur during the year affecting the following year's assessment roll. Summarized from Table A-2, Appendix A.
- [3] Calculated by multiplying the Planned Development Acres by the appropriate rate from Table 4.
- [4] Assessment revenues assumed to result from development during the year.

Table D-1
Mossdale Tract Area: Overlay Assessment Rate Anal
Cash Flow Modeling of Overlay Assessment in Conjun

	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055
Annual Assessment Revenue [1]	\$3,740,519	\$3,756,617	\$3,772,715	\$3,788,813	\$3,804,746	\$3,820,490	\$3,836,233	\$3,838,255	\$3,840,143	\$3,841,565	\$3,842,987
Planned Development Acres [2]											
Commercial	12.79	12.79	12.79	11.90	10.88	10.88	10.88	10.16	7.65	7.65	7.65
Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Residential	56.36	56.36	56.36	56.36	56.36	56.36	0.00	0.00	0.00	0.00	0.00
Subtotal Planned Development Acres	69.15	69.15	69.15	68.26	67.24	67.24	10.88	10.16	7.65	7.65	7.65
Marginal Change in Assessment Revenue [3]											
Commercial	\$2,377.11	\$2,377.11	\$2,377.11	\$2,211.69	\$2,022.10	\$2,022.10	\$2,022.10	\$1,887.90	\$1,421.92	\$1,421.92	\$1,421.92
Industrial	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Residential	\$13,721.12	\$13,721.12	\$13,721.12	\$13,721.12	\$13,721.12	\$13,721.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Marginal Change in Assessment Revenue	\$16,098.23	\$16,098.23	\$16,098.23	\$15,932.81	\$15,743.22	\$15,743.22	\$2,022.10	\$1,887.90	\$1,421.92	\$1,421.92	\$1,421.92
Net Change in Assessment Revenue [4]	\$3,756,617	\$3,772,715	\$3,788,813	\$3,804,746	\$3,820,490	\$3,836,233	\$3,838,255	\$3,840,143	\$3,841,565	\$3,842,987	\$3,844,408

Notes

- [1] Annual Assessment Revenue calculated by subtracting the marginal change in assessment revenue from the previous year's development.
- [2] Development assumed to occur during the year affecting the following year's assessment roll. Summarized from Table A-2, Appendix A.
- [3] Calculated by multiplying the Planned Development Acres by the appropriate rate from Table 4.
- [4] Assessment revenues assumed to result from development during the year.

Table D-1
Mossdale Tract Area: Overlay Assessment Rate Anal
Cash Flow Modeling of Overlay Assessment in Conjun

	2056	2057	2058	2059	2060	2061	2062
Annual Assessment Revenue [1]	\$3,844,408	\$3,845,743	\$3,846,545	\$3,846,900	\$3,847,255	\$3,847,611	\$3,847,966
Planned Development Acres [2]							
Commercial	7.18	4.32	1.91	1.91	1.91	1.91	0.00
Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Residential	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Planned Development Acres	7.18	4.32	1.91	1.91	1.91	1.91	0.00
Marginal Change in Assessment Revenue [3]							
Commercial	\$1,334.37	\$802.59	\$355.02	\$355.02	\$355.02	\$355.02	\$0.00
Industrial	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Residential	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Marginal Change in Assessment Revenue	\$1,334.37	\$802.59	\$355.02	\$355.02	\$355.02	\$355.02	\$0.00
Net Change in Assessment Revenue [4]	\$3,845,743	\$3,846,545	\$3,846,900	\$3,847,255	\$3,847,611	\$3,847,966	\$3,847,966

Notes

- [1] Annual Assessment Revenue calculated by subtracting the marginal change in assessment revenue from the previous year's development
- [2] Development assumed to occur during the year affecting the following year's assessment roll. Summarized from Table A-2, Appendix A.
- [3] Calculated by multiplying the Planned Development Acres by the appropriate rate from Table 4.
- [4] Assessment revenues assumed to result from development during the year.

Table D-2
Mossdale Tract Area: Overlay Assessment Rate Analysis
Marginal Change in Overlay Assessment Per Acre of Development

Overlay Assessment Land Use Category	Assessment Rate Per Developable Acre	Assessment Rate Per Developed Acre	Marginal Assessment Rate Change Per Acre
	A [1]	B [1]	C = B - A
Vacant Commercial	\$ 77.55	\$ 263.43	\$ 185.87
Vacant Industrial	\$ 43.73	\$ 526.02	\$ 482.29
Vacant Residential	\$ 56.17	\$ 299.61	\$ 243.44
Total	\$ 177.45	\$ 1,089.06	\$ 911.61

[1] Based on preliminary Assessment rate Analysis prepared by Willdan Financial Services.

APPENDIX E:

EXECUTED MEMORANDUM OF UNDERSTANDING REGARDING THE DEVELOPMENT OF ADDITIONAL FUNDING SOURCES FOR THE MOSSDALE TRACT AREA AS BETWEEN THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY AND THE CITIES OF LATHROP, MANTECA, AND STOCKTON (PARTIAL EXECUTION)

MOU Memorandum of Understanding for Development of Additional Funding for the Mossdale
Tract Area between SJAFCA and the Cities of Lathrop, Manteca and Stockton..... E1

**MEMORANDUM OF UNDERSTANDING
REGARDING THE DEVELOPMENT OF ADDITIONAL FUNDING SOURCES
FOR THE MOSSDALE TRACT AREA AS BETWEEN THE
SAN JOAQUIN AREA FLOOD CONTROL AGENCY AND
THE CITIES OF LATHROP, MANTECA, AND STOCKTON**

This Memorandum of Understanding (the "MOU") is entered into by and between the San Joaquin Area Flood Control Agency ("SJAFC"), the City of Lathrop ("Lathrop"), City of Manteca ("Manteca"), and the City of Stockton ("Stockton") (three listed Cities referenced hereinafter collectively as "Participating Cities.") This MOU shall be effective upon execution by SJAFC and the Participating Cities (the "Effective Date").

RECITALS

- A. SJAFC has been designated as the Local Flood Management Agency ("LFMA") for the Mossdale Tract Area since 2018 and, consistent with Government Code 65007(a)(5), prepared and issued reports on an annual basis to the Central Valley Flood Protection Board regarding the efforts underway to achieve 200-year level of protection for the Mossdale Tract Area ("Adequate Progress Reports").
- B. SJAFC, as the LFMA, continues to make significant progress toward 200-year protection for the Mossdale Tract as detailed in the Adequate Progress Reports ("Mossdale Tract Area Project").
- C. SJAFC's current financing plan reflected in each of the annual Adequate Progress Reports for the Mossdale Tract Area Project contemplates revenues from the following sources:
 - Early contributions from member agencies;
 - Enhanced infrastructure financing district (EIFD);
 - Development impact fee (DIF); and
 - Overlay Assessment District (OAD).
- D. Each of the first three elements of the financing plan have been implemented according to schedule. However, SJAFC elected to delay the formation of the OAD from its current timeline of late 2022/23 to late FY 2023/24 with the expectation that assessments can commence being levied in FY 2024/25.
- E. In addition, SJAFC has been developing an alternative financing plan to ensure adequate and complete funding for the Mossdale Tract Area Project. The most beneficial alternative financing plan requires a Federal feasibility study conducted by the U.S. Army Corps of Engineers (USACE) followed by Congressional authorization that can then result in a significant infusion of Federal funds to the basin. The Mossdale Tract is unique among urban areas in the Central Valley seeking significant increases in flood protection in that it is the only such urban basin which is not receiving Federal funds by partnering with the USACE. The Parties agree that obtaining such Federal funds is a significant benefit to the region and the State and should be the Parties' highest priorities.

2023-01-30-A001

- F. SJAFCA's cash flow scenarios related to the Mossdale Tract Area Project indicate that it has adequate funds on hand to meet its cash flow demands through 2023. While the USACE is developing its feasibility study, and while SJAFCA works to form an OAD, the Parties have agreed to execute this MOU by which the Participating Agencies commit to negotiate and execute an agreement which will backstop any funding needs of SJAFCA that may exist after 2023 ("Advanced Funding Agreement") provided, however, that prior to providing such funds, the Participating Cities shall confirm that they can provide the funds without materially harming existing programs and the Participating Cities acknowledge that a failure to provide such funds may result in SJAFCA's inability to take certain actions regarding the Mossdale Tract Area Project.
- G. Subject to Section 10 of the "Amended Agreement for Collection of SJAFCA Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee," it is the intention of the Parties to seek to use future revenue sources (e.g., OAD, EIFD, Development Impact, etc.) to reimburse any funding provided by the Participating Cities under this MOU.

NOW, THEREFORE, the Parties hereby agree as follows:

AGREEMENT

- 1. Commitment for an Advanced Funding Agreement.** Parties agree to negotiate and then use good faith to consider execution of an Advanced Funding Agreement during calendar year 2023 whereby Participating Cities shall agree to make sufficient funds available to SJAFCA to meet operational shortfalls for the Mossdale Tract Area Project net of revenues from all other funding sources.
- 2. No Third-Party Beneficiaries.** This MOU is intended solely for the benefit of the Parties and shall not be construed to create any rights for any other person or entity.
- 3. Term.** This MOU shall be effective upon execution by the last of the Parties (the "Effective Date"). This MOU shall remain in effect from the Effective Date until such time as terminated by the written agreement of all of the Parties.
- 4. Notices.** Notices to the Parties shall be sufficient if delivered as follows:

For City of Lathrop:

City of Lathrop
ATTN: Teresa Vargas, City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

For City of Manteca:

City of Manteca
ATTN: City Clerk; City Engineer; City Manager's Office
1001 W. Center Street
Manteca, CA 95337

For City of Stockton:

City of Stockton Community Development Department
ATTN: Community Development Director
424 N. El Dorado Street
Stockton, CA 95202


For San Joaquin Area Flood Control Agency:

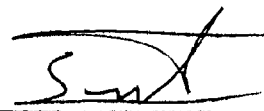
San Joaquin Area Flood Control Agency
ATTN: Executive Director
22 East Weber Avenue, Room #301
Stockton, Ca 95202

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates specified in the signature block below.

CITY OF LATHROP


APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

By: 
Stephen Salvatore, City Manager

By:  1-11-2023
Salvador Navarrete, City Attorney

CITY OF MANTECA

By: _____
Toni Lundgren, Interim City Manager


ATTEST
Teresa Vargas, MMC
Government Services Director
City Clerk
City of Lathrop

For City of Manteca:

City of Manteca
ATTN: City Clerk; City Engineer; City Manager's Office
1001 W. Center Street
Manteca, CA 95337

For City of Stockton:

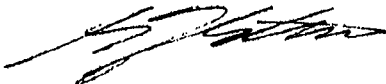
City of Stockton Community Development Department
ATTN: Community Development Director
424 N. El Dorado Street
Stockton, CA 95202

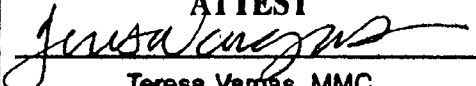
For San Joaquin Area Flood Control Agency:

San Joaquin Area Flood Control Agency
ATTN: Executive Director
22 East Weber Avenue, Room #301
Stockton, Ca 95202


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates specified in the signature block below.

CITY OF LATHROP

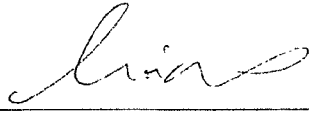
By: 
Stephen Salvatore, City Manager

ATTEST

Teresa Vargas, MMC
Government Services Director
City Clerk
City of Lathrop

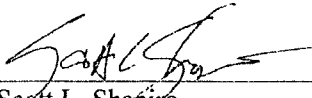
CITY OF MANTECA


By: _____
Toni Lundgren, Interim City Manager

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

By: 
Chris Elias, Executive Director

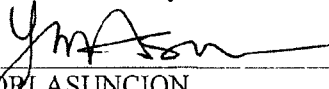
Approved as to form:


Scott L. Shapiro

CITY OF STOCKTON

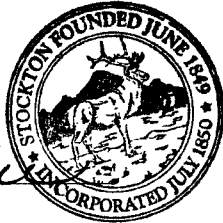

HARRY BLACK
CITY MANAGER

APPROVED AS TO FORM:


LORI ASUNCION
CITY ATTORNEY

ATTEST:


ELIZA GARZA
CITY CLERK



AUTHORIZING ACTION:

2023-01-24-1502

**APPENDIX F:
EIFD ANALYSIS SUPPORTING INFORMATION**

Reference the

**MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING DISTRICT –
INFRASTRUCTURE FINANCING PLAN FINAL REPORT
PREPARED BY ECONOMIC & PLANNING SYSTEMS, INC.
DATED JUNE 2, 2022**

Available on SJAFCA’s Website:

<https://www.sjafca.org/home/showpublisheddocument/1275/637902252871700000>

Table F1	Updated EIFD & Financing Supporting Tables – Financing Revenues and Debt Service.....	F-1
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AD at \$2.6 Million Starting

Table F1
Mossdale Tract: 2022 Adequate Progress Report
Updated EIFD & Financing Supporting Tables
Financing Revenues and Debt Service

Year	Gross Available Assessment Revenues <i>Table D-1: Mossdale Tract Area: Overlay Assessment Rate Analysis</i>	Gross EIFD Revenues <i>Table 1: EIFD Revenue Analysis</i>	Gross Revenues for Project & Financing	Debt Service	Assessment Revenue for Debt Service	EIFD Revenue for Debt Service	Net Assessment Revenue for PayGo / Services	Net EIFD Revenue for PayGo & Future Projects
2016	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2017	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2018	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2019	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2023	\$0	\$905,301	\$905,301	\$0	\$0	\$0	\$0	\$905,301
2024	\$2,625,000	\$1,998,882	\$4,623,882	\$0	\$0	\$0	\$2,625,000	\$1,998,882
2025	\$2,651,250	\$2,885,345	\$5,536,595	\$0	\$0	\$0	\$2,651,250	\$2,885,345
2026	\$2,677,763	\$3,910,153	\$6,587,916	\$2,076,235	\$2,076,235	\$0	\$601,528	\$3,910,153
2027	\$2,704,540	\$4,881,630	\$7,586,170	\$2,099,186	\$2,099,186	\$0	\$605,354	\$4,881,630
2028	\$2,731,586	\$5,864,529	\$8,596,115	\$5,120,218	\$2,581,586	\$0	\$150,000	\$3,325,897
2029	\$2,758,901	\$6,800,338	\$9,559,239	\$5,142,668	\$2,608,901	\$2,533,766	\$150,000	\$4,266,572
2030	\$2,786,490	\$7,763,624	\$10,550,114	\$5,170,450	\$2,636,490	\$2,533,960	\$150,000	\$5,229,664
2031	\$2,814,355	\$3,736,961	\$6,551,316	\$5,194,718	\$2,664,355	\$2,530,362	\$150,000	\$1,206,599
2032	\$2,842,499	\$4,128,290	\$6,970,789	\$5,217,220	\$2,692,499	\$2,524,721	\$150,000	\$1,603,569
2033	\$2,870,924	\$4,547,277	\$7,418,201	\$5,239,646	\$2,720,924	\$2,518,722	\$150,000	\$2,028,555
2034	\$2,899,633	\$3,667,974	\$6,567,607	\$5,265,124	\$2,746,401	\$2,518,722	\$153,232	\$1,149,252
2035	\$2,928,629	\$4,025,284	\$6,953,913	\$5,293,366	\$2,774,644	\$2,518,722	\$153,986	\$1,506,562
2036	\$2,957,916	\$4,363,823	\$7,321,739	\$5,319,088	\$2,800,365	\$2,518,722	\$157,551	\$1,845,101
2037	\$2,987,495	\$4,701,401	\$7,688,896	\$5,343,976	\$2,825,254	\$2,518,722	\$162,241	\$2,182,679
2038	\$3,017,370	\$5,016,811	\$8,034,181	\$5,371,160	\$2,852,438	\$2,518,722	\$164,932	\$2,498,089
2039	\$3,047,544	\$5,307,424	\$8,354,968	\$5,397,103	\$2,878,380	\$2,518,722	\$169,163	\$2,788,702
2040	\$3,078,019	\$5,605,216	\$8,683,235	\$5,424,931	\$2,906,209	\$2,518,722	\$171,810	\$3,086,494
2041	\$3,108,799	\$5,943,116	\$9,051,915	\$5,451,110	\$2,932,388	\$2,518,722	\$176,412	\$3,424,394

[1]

[1]

Table F1

Mossdale Tract: 2022 Adequate Progress Report
 Updated EIFD & Financing Supporting Tables
 Financing Revenues and Debt Service

AD at \$2.6 Million Starting

Year	Gross Available Assessment Revenues	Gross EIFD Revenues	Gross Revenues for Project & Financing	Debt Service	Assessment Revenue for Debt Service	EIFD Revenue for Debt Service	Net Assessment Revenue for PayGo / Services	Net EIFD Revenue for PayGo & Future Projects
2042	\$3,139,887	\$6,275,427	\$9,415,314	\$5,473,766	\$2,955,044	\$2,518,722	\$184,843	\$3,756,705
2043	\$3,171,286	\$6,620,684	\$9,791,970	\$5,504,589	\$2,985,866	\$2,518,722	\$185,420	\$4,101,962
2044	\$3,202,999	\$6,979,950	\$10,182,949	\$5,533,005	\$3,014,283	\$2,518,722	\$188,716	\$4,461,228
2045	\$3,235,029	\$3,468,722	\$6,703,751	\$5,557,143	\$3,038,420	\$2,518,722	\$196,609	\$950,000
2046	\$3,267,379	\$3,637,143	\$6,904,522	\$5,588,690	\$3,069,968	\$2,518,722	\$197,412	\$1,118,421
2047	\$3,300,053	\$3,811,769	\$7,111,822	\$5,613,825	\$3,095,103	\$2,518,722	\$204,950	\$1,293,047
2048	\$3,333,053	\$3,991,692	\$7,324,745	\$5,644,089	\$3,125,366	\$2,518,722	\$207,687	\$1,472,970
2049	\$3,366,384	\$4,177,035	\$7,543,419	\$5,675,720	\$3,156,998	\$2,518,722	\$209,386	\$1,658,313
2050	\$3,400,048	\$4,369,126	\$7,769,174	\$5,705,121	\$3,186,399	\$2,518,722	\$213,649	\$1,850,404
2051	\$3,434,048	\$4,568,205	\$8,002,253	\$5,733,609	\$3,214,886	\$2,518,722	\$219,162	\$2,049,483
2052	\$3,468,389	\$4,774,046	\$8,242,435	\$5,759,396	\$3,240,674	\$2,518,722	\$227,715	\$2,255,324
2053	\$3,503,073	\$4,984,254	\$8,487,327	\$5,790,550	\$3,271,828	\$2,518,722	\$231,245	\$2,465,532
2054	\$3,538,103	\$5,201,998	\$8,740,101	\$5,823,248	\$3,388,103	\$2,435,144	\$150,000	\$2,766,854
2055	\$3,573,484	\$5,427,542	\$9,001,026	\$2,995,800	\$2,995,800	\$0	\$577,684	\$5,427,542
2056	\$3,609,219	\$5,660,678	\$9,269,897	\$2,997,675	\$2,997,675	\$0	\$611,544	\$5,660,678
2057	\$3,645,311	\$5,897,668	\$9,542,979	\$2,999,150	\$2,999,150	\$0	\$646,161	\$5,897,668
2058	\$3,681,765	\$6,139,348	\$9,821,113	\$0	\$0	\$0	\$3,681,765	\$6,139,348
2059	\$3,718,582	\$6,389,442	\$10,108,024	\$0	\$0	\$0	\$3,718,582	\$6,389,442
2060	\$3,755,768	\$6,648,236	\$10,404,004	\$0	\$0	\$0	\$3,755,768	\$6,648,236
Total	\$116,832,574	\$185,076,344	\$301,908,918	\$160,521,573	\$92,531,817	\$67,989,756	\$24,300,757	\$117,086,588

[1] Pay go Revenues from the EIFD are collected through 2025. The total amount of PayGo revenues needed to fund the 200-Year Project total \$5,789,528. The total debt service supported by EIFD revenues is \$67,989,756. Combined, the total EIFD revenue needed is \$73,779,284.



SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

ATTACHMENT
"C"

January 31, 2023

Ms. Sarah C. Backus, Executive Officer (Interim)
Central Valley Flood Protection Board
P. O. Box 942836
Sacramento, CA 94236
Via electronic mail: Sarah.Backus@cvflood.ca.gov

Re: 2022 Annual Report of Adequate Progress toward Urban Level of Flood Protection for the Mossdale Tract Area (Reclamation District No. 17)

Dear Ms. Backus:

Senate Bill 5 (SB5), and related companion bills, created a new requirement for certain land use decisions made by cities and counties in the California's Central Valley. Prior to approving discretionary land use decisions for non-residential projects, and prior to approving ministerial land use decisions (building permits) for new residential buildings in urban or urbanizing area, land use agencies are required to make a finding related to the provision of an Urban Level Flood Protection (ULOP). Further, to ensure that these findings remain valid, the Local Flood Management Agency (LFMA) is required to annually report to the Central Valley Flood Protection Board (the Board) on the adequate progress being made toward ULOP.

As part of the reorganization of the San Joaquin Area Flood Control Agency (SJAFCA) that took place in January 2018, SJAFCA assumed the role of LFMA for the Mossdale Tract Area. This is SJAFCA's fifth year fulfilling the annual requirement to report on adequate progress toward ULOP for the Mossdale Tract Area. With this letter, SJAFCA respectfully transmits to the Board SJAFCA's Mossdale Tract Program: 2022 Annual Adequate Progress Update for ULOP Final Report dated January 24, 2023.

This report has been made publicly available and can be found on SJAFCA's website at https://www.sjafca.com/recent_documents_archive.php

Please do not hesitate to contact me if you have any questions regarding our progress toward achieving ULOP for the Area.

Sincerely,

Chris Elias
Executive Director, SJAFCA

Enclosure: Mossdale Tract Program: 2022 Annual Adequate Progress Update for ULOP Final Report, January 24, 2023

CC: Michael King, Assistant City Manager, City of Lathrop (via e-mail)
Kevin Jorgensen, Deputy Director, City of Manteca (via e-mail)
Mel Lytle, Director of Municipal Utilities, City of Stockton (via e-mail)
Fritz Buchman, Director of Public Works, San Joaquin County (via e-mail)

CE:smw

22 E. Weber Avenue, Room 301, Stockton, CA 95202-2317

(209) 937-7900 | www.sjafca.org

ITEM 4.13

CITY MANAGER'S REPORT FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING

- ITEM:** **ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY BOCKMON & WOODY CO., INC. FOR THE JOHNSON FERRY ROAD STREETLIGHT INSTALLATION, CIP PS 23-04**
- RECOMMENDATION:** **Adopt Resolution Accepting Public Improvements Constructed by Bockmon & Woody Co., Inc. for the Johnson Ferry Road Streetlight Installation, CIP PS 23-04, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds**
- CEQA STATUS:** **The project is exempt according to the California Environmental Quality Act (CEQA) Article 19, § 15301 Class 1 "Existing Facilities"**
-

SUMMARY:

Bockmon & Woody Co., Inc. (Bockmon & Woody) has completed the improvements of the Capital Improvement Project (CIP) PS 23-04 Johnson Ferry Road Streetlight Installation. Staff inspected the installation and the improvements have been deemed complete and in accordance with the approved plans and specifications by the City Engineer. A project location map is included as Attachment C.

Bockmon & Woody submitted lien releases confirming all sub-contractors and suppliers have been paid in full and a one-year warranty bond (based on 10% of the construction contract) for the improvements to be accepted.

Staff requests City Council accept the improvements constructed by Bockmon & Woody for the Johnson Ferry Road Streetlight Installation, CIP PS 23-04. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Bockmon & Woody for \$3,187.50 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

Sufficient funds have been allocated in FY 22/23.

BACKGROUND:

City staff received numerous complaints from residents about limited street lighting on Johnson Ferry Road. A photometric analysis was conducted along Johnson Ferry Road and identified the need for three (3) additional streetlights. City Council approved the creation of CIP PS 23-04 on September 12, 2022 and City staff prepared the plans and technical specifications.

FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY BOCKMON & WOODY CO., INC. FOR THE JOHNSON FERRY ROAD STREETLIGHT INSTALLATION, CIP PS 23-04**

The informal bid solicitation package for the Johnson Ferry Streetlight Road Installation project was advertised on July 15, 2022, in accordance with Informal Bidding Procedures in CA PCC 22032 and LMC 3.30.060 and 3.30.070.

The scope of work included the installation of three (3) 16' decorative poles with three (3) new LED decorative top fixtures that were previously purchased by the City, construction of pole foundations, sidewalk panel demolition and restoration, horizontal boring, conduit run and cable splicing from an existing street light circuit to the three new street lights. The total construction costs for this project were \$63,750.

Upon Council acceptance of the improvements and approval of this item, the performance bond (Bond No. 070216778, \$63,750) and payment bond (Bond No. 070216778, \$63,750) will be released and replaced with a one-year warranty bond (070216778W, \$6,375). The one-year warranty bond covers any repairs or replacements that may become necessary during the one-year beginning with this acceptance due to any defective materials or workmanship in connection with the completed improvements. Bockmon & Woody has also provided the necessary lien releases for the materials supplied and completed work.

Staff requests City Council accept the improvements constructed by Bockmon & Woody for the Johnson Ferry Road Streetlight Installation. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Bockmon & Woody for \$3,187.50 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds. Staff further requests that unused funds be transferred back into the Mossdale Landscape and Lighting Capital Replacement Fund 2610.

REASON FOR RECOMMENDATION:

Bockmon & Woody completed the project pursuant to the contract documents dated September 12, 2022. Staff inspected the installation and the improvements have been deemed complete and in accordance with the approved plans and specifications by the City Engineer.

If approved by Council, the performance bond (Bond No. 070216778, \$63,750) and payment bond (Bond No. 070216778, \$63,750) will be released and replaced with a one-year warranty bond (Bond No. 070216778W, \$6,375) upon City Council's acceptance of the improvements. The warranty bond covers any repairs or replacements necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements. Bockmon & Woody has also provided the necessary lien releases for the materials supplied and work completed.

CITY MANAGER'S REPORT **PAGE 3**
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY BOCKMON & WOODY
CO., INC. FOR THE JOHNSON FERRY ROAD STREETLIGHT INSTALLATION,
CIP PS 23-04

CEQA STATUS:

The project is exempt according to the California Environmental Quality Act (CEQA) Article 19, § 15301 Class 1 "Existing Facilities"

FISCAL IMPACT:

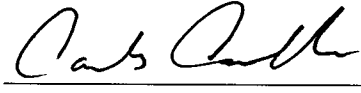
The final construction contract amount with Bockmon & Woody for CIP PS 23-04 is for \$63,750. With the completion of this project, staff requests that unused funds be transferred back into the Mossdale Landscape and Lighting Capital Replacement Fund 2610. Sufficient funds have been allocated in the Mossdale Landscape and Lighting Fund (2580-50-64-420-33-00) to cover the maintenance for FY 22/23 in the amount of \$59 annually.

ATTACHMENTS:

- A. Resolution Accepting Public Improvements Constructed by Bockmon & Woody Co., Inc. for the Johnson Ferry Road Streetlight Installation, CIP PS 23-04, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- B. Notice of Completion – Johnson Ferry Streetlight Installation (CIP) PS 23-04
- C. Project Location

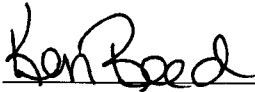
CITY MANAGER'S REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY BOCKMON & WOODY
CO., INC. FOR THE JOHNSON FERRY ROAD STREETLIGHT INSTALLATION,
CIP PS 23-04

APPROVALS:



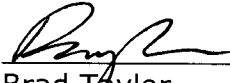
Carlos Carrillo
Management Analyst II

2/25/2023
Date



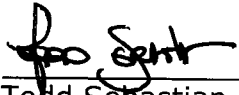
Ken Reed
Senior Construction Manager

1-25-2023
Date




Brad Taylor
City Engineer

1/30/2023
Date



Todd Sebastian
Director Parks, Recreation & Maintenance

1.30.2023
Date



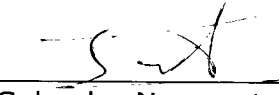
Cari James
Finance Director

1/31/2023
Date



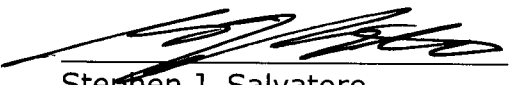
Michael King
Assistant City Manager

1.26.2023
Date



Salvador Navarrete
City Attorney

1-26-2023
Date



Stephen J. Salvatore
City Manager

2.9.23
Date

RESOLUTION NO. 23 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS CONSTRUCTED BY BOCKMON & WOODY CO., INC. FOR THE JOHNSON FERRY ROAD STREETLIGHT INSTALLATION, CIP PS 23-04, AUTHORIZE THE FILING OF A NOTICE OF COMPLETION, RELEASE OF CONTRACT RETENTION, AND RELEASE OF PERFORMANCE AND PAYMENT BONDS

WHEREAS, on September 12, 2022, City Council awarded a construction contract to Bockmon & Woody Co., Inc for the installation of 3 City provided streetlights on Johnson Ferry Rd. CIP PS 23-04 (Project) in the amount of \$63,750, and a 10% construction contingency of \$6,375 was authorized for staff to use as necessary to achieve the goals of the Project; and

WHEREAS, the scope of work consisted of installing three (3), 16' decorative poles with three (3) new LED decorative top fixtures purchased and provided by the city on Johnson Ferry Rd; and

WHEREAS, the Project scope included construction of pole foundations, sidewalk panel demolition and restoration, horizontal boring, conduit run and cable splicing from existing pull box to the three new street lights; and

WHEREAS, Bockmon & Woody Co., Inc. successfully completed the Project work at a total cost of \$63,750; and

WHEREAS, staff inspected the improvements and has deemed them complete and in accordance with the approved plans and specifications; and

WHEREAS, Bockmon & Woody Co., Inc. has provided the necessary lien releases for the materials supplied and completed work and a one-year warranty bond (based on 10% of total project cost) for the improvements being accepted; and

WHEREAS, the performance bond (Bond No. 070216778, \$63,750) and payment bond (Bond No. 070216778) will be released and replaced with a one-year warranty bond (Bond No. 070216778W, \$6,375) upon City Council's acceptance of the improvements; and

WHEREAS, the one-year warranty bond covers any repairs or replacements that may become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements; and

WHEREAS, staff requests City Council accept the public improvements constructed by Bockmon & Woody Co., Inc. for the Johnson Ferry Street Light Installation, CIP PS 23-04; and

WHEREAS, staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Bockmon & Woody Co., Inc. in the amount of \$3,187.50, within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds; and

WHEREAS, staff is requesting that any unused funds be transferred back into the Mossdale Landscape and Lighting Capital Replacement Fund 2610; and

WHEREAS, the project is exempt according to the California Environmental Quality Act (CEQA) Article 19, § 15301 Class 1 "Existing Facilities".

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the public improvements constructed by Bockmon & Woody Co., Inc. for the Johnson Ferry Road Streetlight Installation, CIP PS 23-04 pursuant to the contract documents dated September 12, 2022; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop authorizes the filing of the Notice of Completion with the San Joaquin County Clerk and the release of the contract retention to Bockmon & Woody Co., Inc. in the amount of \$3,187.50, within forty-five (45) days after the recording of the Notice of Completion, and authorizes the release of the performance and payment bonds; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop authorizes that any unused funds be transferred back into the Mossdale Landscape and Lighting Capital Replacement Fund 2610.

The foregoing resolution was passed and adopted this 13th day of February 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330
Exempt from payment of recording fees (GC 11922)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

- That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:

NAME	STREET AND NO.	CITY	STATE
<u>City of Lathrop</u>	<u>390 Towne Centre Drive</u>	<u>Lathrop</u>	<u>CA 95330</u>

(If more than one owner of the interest stated, the name and address of each must be stated)
- That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
- That the nature of title or the stated owner, or if more than one owner, then of the stated owner and co-owners is:
Project No. CIP PS 23-04 Johnson Ferry Streetlight Installation Bockmon & Woody Electric Co., Inc.
- That on the 12th day of September 2022 a work of improvement on the real property herein described was completed.
- That the name of the original contractor, if any, for said work of improvement was: Bockmon & Woody Electric Co., Inc.
- That the name and address of the transferor is:

NAME	STREET AND NO.	CITY	STATE
<u>Bockmon & Woody Electric Co., Inc.</u>	<u>PO BOX 1018,</u>	<u>Stockton</u>	<u>CA 95201</u>
- That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:

Project No. CIP PS 23-04 Johnson Ferry Streetlight Installation

CITY OF LATHROP

By: _____
Stephen J. Salvatore, City Manager Date

That the undersigned has knowledge of the contents herein and states under penalty of perjury that the foregoing is true and correct.

By: _____
Teresa Vargas, City Clerk Date

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **February 13, 2023** by **Bockmon & Woody Electric Co., Inc.**, to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **February 13, 2023**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By

Stephen J. Salvatore, City Manager



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ITEM 4.14

CITY MANAGER'S REPORT FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **RATIFY CITY MANAGER ACTION TO PURCHASE FOUR (4) NEW POLICE VEHICLES, APPROVAL OF VARIOUS AGREEMENTS FOR THE LATHROP POLICE DEPARTMENT, AND APPROVAL OF RELATED BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Ratifying City Manager Action to Purchase Three (3) 2022 Police Ford Utility Interceptors from Downtown Ford of Sacramento, Ratifying Purchase of one (1) 2023 Chevy Police Tahoe from Future Chevrolet, Approving Change Order No. 3 with NextGen Alpha Upfitting for the Purchase and Installation of Police Vehicle Equipment, Approving Change Order No. 1 with Continental Collision for Auto-Body Paint Service, and Approving Related Budget Amendment**

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

SUMMARY:

The Lathrop Police Department maintains a fleet of Ford Interceptors and Chevy Tahoes for the Patrol Unit. In December 2022, one of the Patrol Ford Interceptors sustained significant damage from a traffic accident and requires replacement. The City is currently waiting on the insurance company to provide the amount the City will be reimbursed for the damaged vehicle. In order to ensure there are sufficient patrol vehicles for our officers and due to the shortage and lack of availability of police vehicles, the Command Staff would like to replace the damaged vehicle as soon as possible. Separately, at the January 9, 2023 Council Meeting, Council approved funding for an additional three (3) vehicles to add to the Patrol Unit fleet in the amount of \$215,500. Staff recommends Council approve the purchase of the additional three (3) vehicles and one (1) replacement vehicle at the same time.

Pursuant to the Lathrop Municipal Code (LMC) section 2.36.110, staff reached out to Folsom Ford and Winner Chevrolet, both have contracts with the State Office for Procurement Department of General Services. Neither Folsom Ford nor Winner Chevrolet had police vehicles in their inventory and all 2023 police vehicles were sold out. Ordering 2024 police vehicles will not begin until mid-summer this year, for delivery in 2024.

CITY MANAGER’S REPORT **PAGE 2**
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
RATIFY CITY MANAGER ACTION FOR PURCHASE OF FOUR (4) NEW POLICE
VEHICLES, APPROVAL OF VARIOUS AGREEMENTS FOR THE LATHROP POLICE
DEPARTMENT, AND APPROVAL OF RELATED BUDGET AMENDMENT

Pursuant to LMC 2.36.080(A)(2), to efficiently and timely maintain essential public services, and understanding that police vehicles were needed as soon as possible to ensure the City had a sufficient number of police vehicles for new officers, staff solicited quotes from four additional dealerships and only received quotes from Downtown Ford of Sacramento and Future Chevrolet. On the emergency determination by Chief Bechler pursuant to LMC 2.36.080(A), the City Manager executed Purchase Order 2023-356 in the amount of \$149,177.51 with Downtown Ford of Sacramento for three (3) 2022 Police Interceptors and Purchase Order 2023-360 in the amount of \$59,997.70 with Future Chevrolet for one (1) Chevy Police Tahoe. The cost for each of the 2022 Police Interceptors of \$45,441 is comparable to that of the State contract price of \$45,813 for their 2022 police vehicles. The cost of \$55,037 for the 2023 Chevy Police Tahoe is \$8,747 more than the State contract price of \$46,290 for the 2021 Chevy Police Tahoe, which based on the current inflation of vehicle prices, which staff considered acceptable.

In addition, the new police vehicles will need to be outfitted with police equipment and painted to match the approved specifications of the Lathrop Police Department Patrol Unit fleet. The City currently has emergency contracts pursuant to LMC 2.36.080(A)(2) with NextGen Alpha Upfitting (NextGen) to purchase and install police equipment, and with Continental Collision (Continental) to provide the Auto-Body Paint Services for the Lathrop Police Department. Change Order No.3 with NextGen for the four vehicles will be for a not-to-exceed amount of \$116,797. Change Order No.1 with Continental Collision for the four vehicles will be for a not-to-exceed amount of \$23,360. Total cost for each vehicle is detailed below:

	Vehicle Cost	NextGen	Continental	Total Cost
Ford Interceptor (Replacement Vehicle)	\$ 49,726	\$28,960	\$ 5,790	\$84,476
Ford Interceptor	\$ 49,726	\$ 28,961	\$ 5,790	\$84,477
Ford Interceptor	\$ 49,726	\$ 28,961	\$ 5,790	\$84,477
Chevy Tahoe	\$ 59,998	\$29,915	\$5,990	\$95,903

Staff recommends City Council ratify the City Manager’s actions approving Purchase Order 2023-356 with Downtown Ford of Sacramento for \$149,177.51 and Purchase Order 2023-360 with Future Chevrolet for \$59,997.70, approve Change Order No. 3 with NextGen Alpha Upfitting in the amount of \$116,797 for the purchase and installation of police equipment, approve Change Order No.1 with Continental Collision in the amount of \$23,360 for the auto-body paint services, and approve a

CITY MANAGER’S REPORT **PAGE 3**
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
RATIFY CITY MANAGER ACTION FOR PURCHASE OF FOUR (4) NEW POLICE
VEHICLES, APPROVAL OF VARIOUS AGREEMENTS FOR THE LATHROP POLICE
DEPARTMENT, AND APPROVAL OF RELATED BUDGET AMENDMENT

budget amendment of \$84,476 to be transferred from Capital Replacement Fund for the cost of the vehicle replacement as follows:

Increase – Settlement Revenue	
1010-40-30-271-08-00	\$84,476
Decrease – Capital Replacement Reserves	
1010-243-00-00	\$84,476
Increase – Vehicle	
1010-40-30-450-30-00	\$84,476

In addition to the purchase of these four new vehicles, the police department is looking to acquire a vehicle for the SWAT Unit and a vehicle for the Community Services Supervisor. Once a vendor is identified for these other additional vehicles, staff will bring that item back to Council for consideration.

BACKGROUND:

At the January 9, 2023 Council Meeting, Council approved an additional five (5) sworn officer positions and funding of \$215,500 for the purchase of three (3) additional vehicles for the new positions. Separately, one of the Patrol Ford Interceptors sustained significant damage from a traffic accident in December last year and is currently out of service and will require replacement. The City is currently waiting on the insurance company to provide the amount the City will be reimbursed for the damaged vehicle. In order to ensure there are sufficient patrol vehicles for our officers and due to the shortage and lack of availability of police vehicles, the Command Staff would like to replace the damaged vehicle as soon as possible. Staff recommends Council approve the purchase of the additional three (3) vehicles and one (1) replacement vehicle at the same time.

The Ford Police Interceptor Utility Vehicle (PIU) has been built specifically for law enforcement; therefore, the PIU vehicle was selected as the standard vehicle for the new Lathrop Police Department. Staff reached out to Folsom Ford and Winner Chevrolet, of which both car dealerships have contracts with the State Office for Procurement Department of General Services, for Ford and Chevrolet police vehicles. Neither Folsom Ford nor Winner Chevrolet had police vehicles in their current inventory and all 2023 Police Vehicles were sold out. Furthermore, ordering for 2024 police vehicles will not begin until mid-summer this year, for delivery in 2024. Due to the lack of availability and shortage of police vehicles, staff solicited quotes from four other dealerships and was only able to secure quotes for three (3) new Police

CITY MANAGER’S REPORT **PAGE 4**
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
RATIFY CITY MANAGER ACTION FOR PURCHASE OF FOUR (4) NEW POLICE
VEHICLES, APPROVAL OF VARIOUS AGREEMENTS FOR THE LATHROP POLICE
DEPARTMENT, AND APPROVAL OF RELATED BUDGET AMENDMENT

Interceptor Vehicles from Downtown Ford of Sacramento and one (1) Chevy Police Tahoe from Future Chevrolet in Sacramento.

The new police vehicles will need to be outfitted with police equipment and painted to match the approved specifications of the Lathrop Police Department fleet. The City currently has emergency contracts pursuant to LMC 2.36.080(A)(2) with NextGen Alpha Upfitting (NextGen) to purchase and install police equipment, and with Continental Collision (Continental) to provide the Auto-Body Paint Services for the Lathrop Police Department Fleet. NextGen and Continental have already outfitted and painted the Police Department’s 16 Police Interceptor vehicles and are currently working on the police vehicles that were returned to the City from the San Joaquin County Sheriff’s Office.

REASON FOR RECOMMENDATION:

On January 13, 2023, City Council approved the addition of five (5) police positions to the Lathrop Police Department. To support those positions, three (3) new vehicles are needed. Separately, In December 2022, one of our patrol units sustained significant damage due to an accident and will need to be replaced. Staff identified that there was an urgent an immediate need to secure such police vehicles in order to continue to efficiently and timely maintain essential public services. Staff recommends City Council ratify the City Manager’s actions approving Purchase Order 2023-356 with Downtown Ford of Sacramento and Purchase Order 2023-360 with Future Chevrolet, approve Change Order No. 3 with NextGen Alpha Upfitting, approve Change Order No. 1 with Continental Collision, and approve the related budget amendment.

CEQA STATUS:

Staff has determined that the item is not a project as defined in Section 15378 of the State CEQA Guidelines.

FISCAL IMPACT:

There is sufficient funds in the FY 22/23 budget to cover the overage cost of \$49,357. Total Cost for two Ford PIUs and one Chevy Tahoe is \$264,857, minus the \$215,500 budget approved by Council on January 9, 2023 for the purchase of the additional three (3) vehicles. A budget amendment of \$84,476 is needed and shall be transferred from Capital Replacement Fund for the cost of the vehicle replacement as follows:

CITY MANAGER’S REPORT **PAGE 5**
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
RATIFY CITY MANAGER ACTION FOR PURCHASE OF FOUR (4) NEW POLICE
VEHICLES, APPROVAL OF VARIOUS AGREEMENTS FOR THE LATHROP POLICE
DEPARTMENT, AND APPROVAL OF RELATED BUDGET AMENDMENT

Increase – Settlement Revenue 1010-40-30-371-08-00	\$84,476
Decrease – Capital Replacement Reserves 1010-243-00-00	\$84,476
Increase – Vehicle 1010-40-30-450-30-00	\$84,476

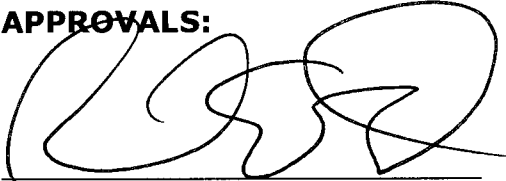
ATTACHMENTS:

- A. A Resolution Ratifying City Manager Action for Purchase of Three (3) 2022 Police Ford Utility Interceptors from Downtown Ford of Sacramento, Ratifying Purchase of one (1) 2023 Chevy Police Tahoe from Future Chevrolet, Approving Change Order No. 3 with NextGen Alpha Upfitting for the Purchase and Installation of Police Vehicle Equipment, Approving Change Order No. 1 with Continental Collision for Auto-Body Paint Service, and Approving Related Budget Amendment
- B. Purchase Order 2023-356 with Downtown Ford of Sacramento
- C. Purchase Order 2023-360 with Future Chevrolet
- D. Change Order No. 3 with NextGen Alpha Upfitting
- E. Change Order No. 1 with Continental Collision

CITY MANAGER'S REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
RATIFY CITY MANAGER ACTION FOR PURCHASE OF FOUR (4) NEW POLICE
VEHICLES, APPROVAL OF VARIOUS AGREEMENTS FOR THE LATHROP POLICE
DEPARTMENT, AND APPROVAL OF RELATED BUDGET AMENDMENT

PAGE 6

APPROVALS:



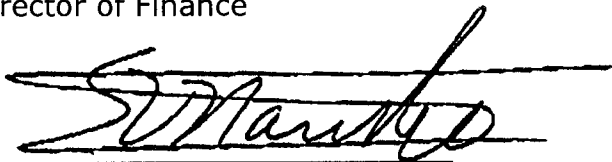
Raymond Bechler
Police Chief

2/8/23
Date



Cari James
Director of Finance

2/8/2023
Date



Salvador Navarrete
City Attorney

2/8/23
Date



Stephen J. Salvatore
City Manager

2.9.23
Date

RESOLUTION NO. 23 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFYING CITY MANAGER ACTION TO PURCHASE THREE (3) 2022 POLICE FORD UTILITY INTERCEPTORS FROM DOWNTOWN FORD OF SACRAMENTO, RATIFYING PURCHASE OF ONE (1) 2023 CHEVY POLICE TAHOE FROM FUTURE CHEVROLET, APPROVING CHANGE ORDER NO. 3 WITH NEXTGEN ALPHA UPFITTING FOR THE PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT, APPROVING CHANGE ORDER NO. 1 WITH CONTINENTAL COLLISION FOR THE AUTO-BODY PAINT SERVICE, AND APPROVING RELATED BUDGET AMENDMENT

WHEREAS, during the January 9, 2023 Council Meeting, Council approved an additional five (5) sworn officer positions and funding of \$215,500 for the purchase of three (3) additional vehicles for the new positions; and

WHEREAS, in December 2022, one of the Patrol Ford Interceptors sustained significant damage from a traffic accident and will require replacement; and

WHEREAS, the City is currently waiting on the insurance company to provide the amount the City will be reimbursed for the damaged vehicle; and

WHEREAS, with the Patrol Unit fleet down by one vehicle, in order to ensure there are sufficient patrol vehicles for the officers and due to the shortage and lack of availability of police vehicles, Command Staff recommends replacement of the damaged vehicle as soon as possible; and

WHEREAS, the Ford Police Interceptor Utility Vehicle (PIU) is built specifically for law enforcement, therefore, the PIU vehicle was selected as the standard vehicle for the new Lathrop Police Department; and

WHEREAS, pursuant to Lathrop Municipal Code (LMC) section 2.36.110, staff reached out to Folsom Ford and Winner Chevrolet, both have contracts with the State Office for Procurement Department of General Services; and

WHEREAS, neither Folsom Ford nor Winner Chevrolet had police vehicles in their inventory, and all 2023 police vehicles were sold out; and

WHEREAS, pursuant to LMC 2.36.080(A)(2), to efficiently and timely maintain essential public services, staff solicited quotes from four additional dealerships and received quotes only from Downtown Ford of Sacramento and Future Chevrolet; and

WHEREAS, on the emergency determination by Chief Bechler pursuant to LMC 2.36.080(A), the City Manager executed Purchase Order 2023-356 in the amount of \$149,177.51 with Downtown Ford of Sacramento for three (3) 2022 Police Interceptors and Purchase Order 2023-360 in the amount of \$59,997.70 with Future Chevrolet for one (1) Chevy Police Tahoe; and

WHEREAS, the cost for each of the 2022 Police Interceptors of \$45,441 is comparable to that of the State contract price of \$45,813 for their 2022 police vehicles and the cost of \$55,037 for the 2023 Chevy Police Tahoe is \$8,747 more than the State contract price of \$46,290 for the 2021 Chevy Police Tahoe, which based on the current inflation rate of vehicle prices, staff considered acceptable; and

WHEREAS, the new vehicles will need to be outfitted with police equipment and painted to match the approved specifications of the Lathrop Police Department fleet; and

WHEREAS, the City currently has emergency contracts pursuant to LMC 2.36.080(A)(2) with NextGen Alpha Upfitting (NextGen) for the purchase and installation of police equipment and Continental Collision (Continental) to provide the Auto-Body Paint Services for the Lathrop Police Department Fleet; and

WHEREAS, Change Order No.3 with NextGen for the four vehicles is for a not-to-exceed amount of \$116,797 while Change Order No.1 with Continental Collision is for a not-to-exceed amount of \$23,360.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby ratify the City Manager's actions approving Purchase Order 2023-356 with Downtown Ford of Sacramento for \$149,177.51 and Purchase Order 2023-360 with Future Chevrolet for \$59,997.70, approve Change Order No.3 with NextGen Alpha Upfitting for a not-to-exceed amount of \$116,797 for the purchase and installation of police equipment, approve Change Order No. 1 with Continental Collision for a not-to-exceed amount of \$23,360 for the auto-body paint services, and approve budget amendment of \$84,476 to be transferred from the Capital Replacement Fund for the cost of the vehicle replacement as follows:

<u>Increase – Settlement Revenue</u>	
1010-40-30-371-08-00	\$84,476
<u>Decrease – Capital Replacement Reserves</u>	
1010-243-00-00	\$84,476
<u>Increase – Vehicle</u>	
1010-40-30-450-30-00	\$84,476

The foregoing resolution was passed and adopted this 13th day of February 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ATTACHMENT B



Bill To 940 River Islands Pkwy
Lathrop, CA 95330

Purchase Order

No. 2023-00000356

Date 1/31/2023

Resolution

The parties to this agreement are:

Vendor No. 466

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY

Vendor DOWNTOWN FORD SALES, INC
1535 HOWE aVE
SACRAMENTO, CA 95825

Ship To 940 River Islands Pkwy
Lathrop, CA 95330

SHIP VIA
FREIGHT TERMS
PAGE 1 of 3
ORIGINATOR Cristina Caguiat

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
3.00	EACH	2022 Ford PIU	\$45,441.0000	\$136,323.00
1.00	EACH	Delivery	\$900.0000	\$900.00
1.00	EACH	Sales Tax	\$11,928.2600	\$11,928.26
1.00	EACH	CA Tire Tax	\$26.2500	\$26.25

\$149,177.51

The contractor agrees to furnish all labor, equipment and materials necessary to perform the services describe herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference (Outline exact detail what is to be done, where is to be done and include work specifications, if applicable.)

CITY OF LATHROP
RECOMMENDED FOR APPROVAL DATE

VENDOR (Signature)
APPROVED BY DATE

 1-31-23

CITY OF LATHROP
APPROVED BY DATE

VENDOR (Print Name)
APPROVED BY DATE

Special Instructions

Three 2022 Ford Police Interceptors RESO 22-5207 - Approved by City Council 1/9/23 for 3 additional Patrol Vehicles



Bill To
 940 River Islands Pkwy
 Lathrop, CA 95330

Purchase Order

No. 2023-00000356

Date 1/31/2023

Resolution

The parties to this agreement are:

Vendor No. 466

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY

Vendor
 Downtown Ford Sales
 525 N 16th Street
 SACRAMENTO, CA 95814

Ship To
 940 River Islands Pkwy
 Lathrop, CA 95330

**SHIP VIA
 FREIGHT TERMS**

PAGE

1 of 3

ORIGINATOR


Cristina Caguiat

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
3.00	EACH	2022 Ford PIU	\$45,441.0000	\$136,323.00
1.00	EACH	Delivery	\$900.0000	\$900.00
1.00	EACH	Sales Tax	\$11,928.2600	\$11,928.26
1.00	EACH	CA Tire Tax	\$26.2500	\$26.25

\$149,177.51

The contractor agrees to furnish all labor, equipment and materials necessary to perform the services describe herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference (Outline exact detail what is to be done, where is to be done and include work specifications, if applicable.)


 CITY OF LATHROP
 RECOMMENDED FOR APPROVAL DATE

DocuSigned by:

 7EAE40FAE13B4D3
 VENDOR (Signature) APPROVED BY DATE
 1/31/2023

CITY OF LATHROP
 APPROVED BY DATE

Sandra Scott Fleet Mgr 1/31/2023
 VENDOR (Print Name) APPROVED BY DATE

Special Instructions

Three 2022 Ford Police Interceptors RESO 22-5207 - Approved by City Council 1/9/23 for 3 additional Patrol Vehicles

Page 2 of 3
STANDARD PURCHASE ORDER
TERMS AND CONDITIONS

1. **ACCEPTANCE.** Acceptance of this Purchase Order, whether by written acknowledgement or by performance by Seller, shall be upon the terms and conditions hereof; no other terms or conditions shall be binding on Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller.
2. **INVOICES.** Separate invoice shall be supplied for each Purchase Order shipment. Each invoice shall be itemized and shall show Contract Number, terms, discounts, date of shipment or service dates, and Purchase Order Number. Failure to show said items may result in delay of payment with all rights reserved, including cash discounts. The Vendor name on this Purchase Order resulted from a quotation signed in the same name. Payment will not be made to a firm name other than that shown on the face hereof without written assignment.
3. **PAYMENT TERMS.** Seller shall receive payment either by One-Time payment (Lump Sum), Monthly or Quarterly ITEMIZED INVOICE. All payments are in arrears.
4. **ORDER CHANGES.** The Buyer shall have the right from time to time by written notices to make changes in quantities and/or delivery dates of any article, material, or services covered by this Purchase Order prior to the time the item or items are actually placed into final production by the Seller. If such changes are made after the article, material, or services are placed into final production by the Seller and such changes cause a substantial increase or decrease in Seller's performance will be made and this order will be modified in writing accordingly, provided that any claim for adjustment must be asserted by the Seller within a reasonable time (in no case to exceed twenty days) after the change is ordered.
5. **SHIPPING.** Seller will indicate plainly the Purchase Order Number on all bills of lading, all goods shipped pursuant to said order, and on all invoices, freight bills, and packages. Each package must contain a memorandum showing Seller's name, contents of package, and Purchase Order Number.

Shipments of goods specified on this Purchase Order number should result in lowest possible freight rate unless otherwise specified by Buyer. Penalties or increased charges due to failure to observe this provision will be charged to Seller.

Shipping costs for goods on back order shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess costs shall be borne by Seller. Partial shipments must be identified as such on shipping memoranda and invoices.

When shipping, Seller will make no declaration of value to carried, except where shipment is subject to released value ratings.

Any materials supplied to City which are covered by the OSHA Hazard Communication Standard must be accompanied by the applicable Material Safety Data Sheet (MSDS) at the time of delivery.

6. **DELIVERY.** Unless otherwise expressly provided, Seller shall deliver all articles to Buyer's premises, free of all freight, handling, transportation, drayage, boxing and similar charges. All times in this contract are of the essence.
7. **TERMINATION.** Buyer may terminate all or part of this contract, with or without cause. If buyer terminates without cause, then Buyer shall pay all reasonable termination charges incurred by Seller.
8. **DECLINE IN PRICES.** Buyer shall be protected in the event of declining prices on the undelivered portion of this Purchase Order. If prices decline got items ordered, Seller may elect to meet priced reductions or other vendors, or its own lower prices to other purchasers, but if Seller should refuse to do so, Buyer shall have the right to cancel any or all of the balance due on this Purchase Order without cost to Buyer.
9. **FORCE MAJEURE.** Neither Seller nor Buyer shall be liable for nonperformance due to causes beyond reasonable control. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocated production and deliveries among the various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Seller or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use due to any excused cause. No goods are to be tendered by Seller after the expiration of the terms specified in this Purchase Order without consent of Buyer.
10. **WARRANTY.** Seller warrants that all articles and services covered by this Purchase Order will conform to drawings, specifications, or samples and will be merchantable and of good material design and workmanship, free from all defects, and suitable for the use intended. All articles will be subject to Buyer's inspection and rejection at the place of delivery. Defective articles may be returned to the Seller for full credit or replacement at the Seller's risk and expense, including transportation charges both ways, but no defective articles shall be replaced without formal replacement order signed by the Buyer.
11. **ASSIGNMENT.** Neither party shall assign or transfer this Purchase Order without the written consent of the other.
12. **INDEMNITY.** SELLER WARRANTS THAT GOODS FURNISHED UNDER THIS PURCHASE ORDER DO NOT INFRINGE ANY PATENT, TRADEMARK, OR TRADE NAME, OR COPYRIGHT AND AGREES TO INDEMNIFY AND SAVE HARMLESS BUYER OR ITS VENDEES FROM ANY AND ALL CLAIMS, SUITS, LIABILITIES, DAMAGES, LOSSES, OR EXPENSES INCURRED BY BUYER OR ITS VENDEES BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY SUCH RIGHTS.

SELLER SHALL INDEMNIFY AND HOLD HARMLESS BUYER AND ITS AGENTS AND EMPLOYEES FROM AN AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, ANY SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. IN CASE OF CONCURRING FAULT, EACH PARTY SHALL BEAR ITS SHARE OF THE LOSS.

13. **BUYER'S PROPERTY.** Any property of Buyer in Seller's active or constructive possession or custody hereunder will be at Seller's risk, and Seller agrees to reimburse Buyer for any loss or damage to such property however caused.
14. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** By acceptance hereof, Seller Warrants:
 - (a) that all goods, merchandise, and materials delivered and services rendered hereunder will have been produced and provided in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended, and
 - (b) that all goods, materials, and equipment delivered hereunder shall comply with the applicable federal standards prescribed by the Occupational Safety and Health Act of 1970, or as amended.
 - (c) that Seller will comply with all applicable laws, rules and regulations of federal, state and local governments and agencies, thereof, including but not limited to Executive Orders 11246, 11701, and section 503 of Public Law 93-112, The Rehabilitation Act of 1973, the provisions of The Americans and Disabilities Act, Transient Employer Law (285.230 R. S. Mo. et seq.) and Excessive Unemployment Law (Section 290.550 et seq R.S. Mo.) which are hereby incorporated by reference, unless this Purchase Order is exempt pursuant to said Executive Orders, or Acts and the regulations issued thereunder.
15. **WORKER'S COMPENSATION, EMPLOYER'S LIABILITY, AND GENERAL LIABILITY.** When work is performed on Buyer's premises, Seller agrees to carry at Seller's own expense.
 - (a) Worker's Compensation and Employer's Liability Insurance.
 - (b) General liability (including Contractual Liability and Products Liability/Completed Operations) Insurance and Auto Liability insurance each in amounts no less than \$1,000,000 per occurrence. Insurance certificates of such coverage shall be submitted to City Utilities' Risk Management upon request of Buyer.
16. **INSOLVENCY.** If Seller shall become insolvent, file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Seller's property or business, the Purchase Order may be cancelled at Buyer's option without liability.
17. **TAXES.** Seller agrees to cooperate with Buyer in opposing the imposition of any tax on any article covered by this Purchase Order, the legality of which is questioned by Buyer, and in securing any abatement or any refund thereof sought by Buyer.
18. **FOREIGN SHIPMENTS.** Foreign shipments must be preceded by execution of formal Consular Invoice. At time of shipment, Ocean Bills of Lading, Consular Invoice, and Commercial Invoices, in triplicate, shall be forwarded directly to the Purchasing Agent issuing this Purchase Order.
19. **VENUE.** This Purchase Order shall be governed by the law of the State of California.
20. **BRANDING.** Seller warrants that all materials covered by this Purchase Order are not altered or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act; not an article which may not, under provisions of Section 404 or 505 of said act, be introduced into interstate commerce, and not adulterated or misbranded within the meaning of the pure food and drug laws or the ordinances of any state or city which are applicable to such shipment or delivery, and Seller hereby agrees to indemnify and save the Buyer harmless from and against all claims, charges, action and proceedings brought against Buyer by any lawful government authority or by any person on account of any alleged adulteration or misbranding by Seller of any such material referred to above. Seller does not guarantee against any such material becoming adulterated or misbranded after delivery to Buyer by reason of causes beyond Seller's control.
21. **CONFLICTING TERMS.** In case of a conflict between these terms and conditions and those of a separate written contract signed by both Buyer and Seller, the written contract shall prevail.
22. **REVIEW OF RECORDS.** During the term of the purchase order/agreement and for three years thereafter, City of Lathrop (City) shall have the right to review Seller's records, only for the purposes of verifying claims for payment and compliance with the terms and conditions of the purchase order/agreement for at least three years after final payment.
23. **OFFSETTING BILLS.** City reserves the right to apply offsetting payments for goods and/or services that are due against delinquent utility bills which are due City.
24. **NON-EXCLUSIVE AGREEMENT.** The purchase order is a non-exclusive contract and City reserves the right to purchase same or like materials and/or services from other sources as City deems necessary and appropriate.

DOWNTOWN  SACRAMENTO

525 N16TH STREET, SACRAMENTO, CA 95811
PHONE: 916-299-3529

S012623 1117

QUOTE

Customer		DATE 1/26/2023	
Name	CHRIS HILL	SALES REP	SANDRA
Address	CITY OF LATHROP	PHONE	9162526260
City	State Zip	FOB	SACRAMENTO
Phone			

Qty	Description	Unit Price	TOTAL
3	2022 FORD POLICE INTERCEPTOR UTILITY CITY CONTRACT 2019-0507 STOCK#S FC23305 / FC23445 / FC23475 EXTERIOR COLOR: BLACK	\$40,588.00	\$121,764.00
3	3.3L GAS ENGINE / 10-SPEED TRANSMISSION	\$0.00	\$0.00
3	AUXILIARY CLIMATE CONTROL	\$640.00	\$1,920.00
3	CARGO DOME LAMP RED/WHITE	\$52.00	\$156.00
3	100 WATT WIREN / SPEAKER	\$332.00	\$996.00
3	REAR CAMERA ON DEMAND	\$243.00	\$729.00
3	COURTESY LAMP DISABLE	\$30.00	\$90.00
3	POLICE ENGINE IDLE FEATURE	\$273.00	\$819.00
3	DUAL SPOT LAMPS, WHELEN	\$700.00	\$2,100.00
3	OBDII SPLIT CONNECTOR	\$58.00	\$174.00
3	REAR QUARTER SIDE MARKER LIGHTS	\$605.00	\$1,815.00
3	FRONT HEADLAMP LIGHTING SOLUTION	\$942.00	\$2,826.00
3	WIRING FOR GRILL/LAMP/SIREN/SPEAKERS INCLUDED	\$0.00	\$0.00
3	REAR LIGHTING SOLUTION	\$479.00	\$1,437.00
3	REAR DOOR HANDLES/LOCKS INOPERABLE	\$79.00	\$237.00
3	REVERSE SENSING SYSTEM	\$290.00	\$870.00
3	REAR CONSOLE MOUNTING PLATE	\$45.00	\$135.00
3	FLEX FUEL CAPABILITY	\$0.00	\$0.00
3	DOC FEE	\$85.00	\$255.00
SALES TAX CALCULATED AT 8.75% BASED ON REGISTRATION ADDRESS			

SubTotal	\$136,323.00
DELIVERY	\$900.00
SALES TAX	\$11,928.26
CA Tire Tax	\$26.25
TOTAL	\$149,177.51

Payment Details

Cash

Check

Credit Card

Name _____

CC # _____

Expires _____

Office Use Only

2% DISCOUNT WITH PAYMENT IN 20 DAYS

SIGNATURE

DATE



Bill To 940 River Islands Pkwy
Lathrop, CA 95330

Purchase Order

No. 2023-00000360

Date 2/1/2023

Resolution

Attachment C

The parties to this agreement are:

Vendor No. 3643

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY

Vendor FUTURE CHEVROLET OF SACRAMENTO INC
4811 MADISON AVE
SACRAMENTO, CA 95841

Ship To 940 River Islands Pkwy
Lathrop, CA 95330

SHIP VIA
FREIGHT TERMS
PAGE 1 of 3
ORIGINATOR Cristina Caguiat

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.00	EACH	2023 Chevy Tahoe PPV 2WD	\$55,036.5600	\$55,036.56
1.00	EACH	Documentation Fee	\$85.0000	\$85.00
1.00	EACH	Electronic File Fee	\$33.0000	\$33.00
1.00	EACH	Sales Tax	\$4,823.1400	\$4,823.14
				\$59,977.70

The contractor agrees to furnish all labor, equipment and materials necessary to perform the services describe herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference (Outline exact detail what is to be done, where is to be done and include work specifications, if applicable.)

2/1/23

DocuSigned by:

2/6/2023

CITY OF LATHROP
RECOMMENDED FOR APPROVAL DATE

VENDOR (Signature)
APPROVED BY DATE

2-7-23

J.R. O'Grady Fleet Director 2/6/2023

CITY OF LATHROP
APPROVED BY DATE

VENDOR (Print Name)
APPROVED BY DATE

Special Instructions

One Chevy Patrol Tahoe

STANDARD PURCHASE ORDER
TERMS AND CONDITIONS

- 1 ACCEPTANCE. Acceptance of this Purchase Order whether by written acknowledgement or by performance by Seller, shall be upon the terms and conditions hereof; no other terms or conditions shall be binding on Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller.
- 2 INVOICES. Separate invoice shall be supplied for each Purchase Order shipment. Each invoice shall be itemized and shall show Contract Number, terms, discounts, date of shipment or service dates, and Purchase Order Number. Failure to show said items may result in delay of payment with all rights reserved, including cash discounts. The Vendor name on this Purchase Order resulted from a quotation signed in the same name. Payment will not be made to a firm name other than that shown on the face hereof without written assignment.
- 3 PAYMENT TERMS. Seller shall receive payment either by One-Time payment (Lump Sum), Monthly or Quarterly ITEMIZED INVOICE. All payments are in arrears.
- 4 ORDER CHANGES. The Buyer shall have the right from time to time by written notices to make changes in quantities and/or delivery dates of any article, material, or services covered by this Purchase Order prior to the time the item or items are actually placed into final production by the Seller. If such changes are made after the article, material, or services are placed into final production by the Seller and such changes cause a substantial increase or decrease in Seller's performance will be made and this order will be modified in writing accordingly, provided that any claim for adjustment must be asserted by the Seller within a reasonable time (in no case to exceed twenty days) after the change is ordered.
- 5 SHIPPING. Seller will indicate plainly the Purchase Order Number on all bills of lading, all goods shipped pursuant to said order, and on all invoices, freight bills, and packages. Each package must contain a memorandum showing Seller's name, contents of package, and Purchase Order Number.

Shipments of goods specified on this Purchase Order number should result in lowest possible freight rate unless otherwise specified by Buyer. Penalties or increased charges due to failure to observe this provision will be charged to Seller.

Shipping costs for goods on back order shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess costs shall be borne by Seller. Partial shipments must be identified as such on shipping memoranda and invoices.

When shipping, Seller will make no declaration of value to carried, except where shipment is subject to released value ratings.

Any materials supplied to City which are covered by the OSHA Hazard Communication Standard must be accompanied by the applicable Material Safety Data Sheet (MSDS) at the time of delivery.
- 6 DELIVERY. Unless otherwise expressly provided, Seller shall deliver all articles to Buyer's premises, free of all freight, handling, transportation, drayage, boxing and similar charges. All times in this contract are of the essence.
- 7 TERMINATION. Buyer may terminate all or part of this contract, with or without cause. If buyer terminates without cause, then Buyer shall pay all reasonable termination charges incurred by Seller.
- 8 DECLINE IN PRICES. Buyer shall be protected in the event of declining prices on the undelivered portion of this Purchase Order. If prices decline on items ordered, Seller may elect to meet priced reductions or other vendors, or its own lower prices to other purchasers, but if Seller should refuse to do so, Buyer shall have the right to cancel any or all of the balance due on this Purchase Order without cost to Buyer.
- 9 FORCE MAJEURE. Neither Seller nor Buyer shall be liable for nonperformance due to causes beyond reasonable control. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocate production and deliveries among the various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Seller or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use due to any excused cause. No goods are to be tendered by Seller after the expiration of the terms specified in this Purchase Order without consent of Buyer.
- 10 WARRANTY. Seller warrants that all articles and services covered by this Purchase Order will conform to drawings, specifications, or samples and will be merchantable and of good material, design and workmanship, free from all defects, and suitable for the use intended. All articles will be subject to Buyer's inspection and rejection at the place of delivery. Defective articles may be returned to the Seller for full credit or replacement at the Seller's risk and expense, including transportation charges both ways, but no defective articles shall be replaced without formal replacement order signed by the Buyer.
- 11 ASSIGNMENT. Neither party shall assign or transfer this Purchase Order without the written consent of the other.
- 12 INDEMNITY. SELLER WARRANTS THAT GOODS FURNISHED UNDER THIS PURCHASE ORDER DO NOT INFRINGE ANY PATENT, TRADEMARK, OR TRADE NAME, OR COPYRIGHT AND AGREES TO INDEMNIFY AND SAVE HARMLESS BUYER OR ITS VENDEES FROM ANY AND ALL CLAIMS, SUITS, LIABILITIES, DAMAGES, LOSSES, OR EXPENSES INCURRED BY BUYER OR ITS VENDEES BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY SUCH RIGHTS.

SELLER SHALL INDEMNIFY AND HOLD HARMLESS BUYER AND ITS AGENTS AND EMPLOYEES FROM AN AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, ANY SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. IN CASE OF CONCURRING FAULT, EACH PARTY SHALL BEAR ITS SHARE OF THE LOSS.

- 13. BUYER'S PROPERTY. Any property of Buyer in Seller's active or constructive possession or custody hereunder will be at Seller's risk, and Seller agrees to reimburse Buyer for any loss or damage to such property however caused.
- 14. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. By acceptance hereof, Seller Warrants:
 - (a) that all goods, merchandise, and materials delivered and services rendered hereunder will have been produced and provided in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended, and
 - (b) that all goods, materials, and equipment delivered hereunder shall comply with the applicable federal standards prescribed by the Occupational Safety and Health Act of 1970, or as amended.
 - (c) that Seller will comply with all applicable laws, rules and regulations of federal, state and local governments and agencies, thereof, including but not limited to Executive Orders 11246, 11701, and section 503 of Public Law 93-112, The Rehabilitation Act of 1973, the provisions of The Americans and Disabilities Act, Transient Employer Law (285.230 R. S. Mo. et seq.) and Excessive Unemployment Law (Section 290.550 et seq R.S. Mo.) which are hereby incorporated by reference, unless this Purchase Order is exempt pursuant to said Executive Orders, or Acts and the regulations issued thereunder.
- 15. WORKER'S COMPENSATION, EMPLOYER'S LIABILITY, AND GENERAL LIABILITY. When work is performed on Buyer's premises, Seller agrees to carry at Seller's own expense:
 - (a) Worker's Compensation and Employer's Liability Insurance
 - (b) General liability (including Contractual Liability and Products Liability-Completed Operations) Insurance and Auto Liability insurance each in amounts no less than \$1,000,000 per occurrence. Insurance certificates of such coverage shall be submitted to City Utilities' Risk Management upon request of Buyer.
- 16. INSOLVENCY. If Seller shall become insolvent, file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Seller's property or business, the Purchase Order may be cancelled at Buyer's option without liability.
- 17. TAXES. Seller agrees to cooperate with Buyer in opposing the imposition of any tax on any article covered by this Purchase Order, the legality of which is questioned by Buyer, and in securing any abatement or any refund thereof sought by Buyer.
- 18. FOREIGN SHIPMENTS. Foreign shipments must be preceded by execution of formal Consular Invoice. At time of shipment, Ocean Bills of Lading, Consular Invoice, and Commercial Invoices, in triplicate, shall be forwarded directly to the Purchasing Agent issuing this Purchase Order.
- 19. VENUE. This Purchase Order shall be governed by the law of the State of California.
- 20. BRANDING. Seller warrants that all materials covered by this Purchase Order are not altered or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act; not an article with may not, under provisions of Section 404 or 505 of said act, be introduced into interstate commerce, and not adulterated or misbranded within the meaning of the pure food and drug laws or the ordinances of any state or city which are applicable to such shipment or delivery, and Seller hereby agrees to indemnify and save the Buyer harmless from and against all claims, charges, action and proceedings brought against Buyer by any lawful government authority or by any person on account of any alleged adulteration or misbranding by Seller of any such material referred to above. Seller does no guarantee against any such material becoming adulterated or misbranded after delivery to Buyer by reason of causes beyond Seller's control.
- 21. CONFLICTING TERMS. In case of a conflict between these terms and conditions and those of a separate written contract signed by both Buyer and Seller, the written contract shall prevail.
- 22. REVIEW OF RECORDS. During the term of the purchase order agreement and for three years thereafter City of Lathrop (City) shall have the right to review Seller's records, only for the purposes of verifying claims for payment and compliance with the terms and conditions of the purchase order agreement for at least three years after final payment.
- 23. OFFSETTING BILLS. City reserves the right to apply offsetting payments for goods and/or services that are due against delinquent utility bills which are due City.
- 24. NON-EXCLUSIVE AGREEMENT. The purchase order is a non-exclusive contract and City reserves the right to purchase same or like materials and/or services from other sources as City deems necessary and appropriate.



DATE	01/7/23
INVOICE	235316

INVOICE

Future Chevrolet Fleet Services 4811 Madison Ave. Sacramento CA, 95841 www.futurechevyofsac.com	J.R. O'GRADY, FLEET DIRECTOR Cell 775.813.2421 Direct 916-338-7322 JROGRADY@FUTURECHEVYOFSA.COM
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CUSTOMER NAME	CITY OF LATHROP	PHONE NUMBER	209-647-6402
ADDRESS	390 Towne Centre Dr LATHROP, CA 95330	EMAIL ADDRESS	KOKI@CI.LATHROP.CA.US

YEAR	Vehicle	VIN/ORDER#/BID#
2023	CHEVY TAHOE PPV 2WD	PR150995

Item Description:

DEALER ASKING PRICE	\$60,552
FUTURE CHEVROLET PRICE FOR CITY OF LATHROP	\$55,036.56
DOCUMENTATION FEE	\$85
ELECTRONIC FILE FEE	\$33
SALES TAX @ 8.75%	\$4,823.14
TOTAL OWED TO FUTURE CHEVROLET	\$59,997.70 PER UNIT

CHANGE ORDER NO. 1

Auto-body Paint Service for four (4) Additional
Police Vehicles for the Lathrop Police
Department

City of Lathrop

CONTRACT CHANGE ORDER NO. 1
FOR THE AUTO-BODY PAINT SERVICES FOR FOUR (4) ADDITIONAL POLICE VEHICLES
FOR THE LATHROP POLICE DEPARTMENT

Contractor: Continental Collision

Address: 9752 Kent, St. Suite 100
Elk Grove, CA 95624

Change Order Date: February _____, 2023

Notice to Proceed Date: May 13, 2022

Contract Execution Date: May 13, 2022

This contract change order augments or changes the following:

1) ADDITIONS TO CONTRACT

Pursuant to the provisions of the Contract Specifications and proposal attached as Exhibit A, you are hereby directed to make the herein described additions, and scope of work contracted for within the terms of the agreement between the **City of Lathrop** and **Continental Collision** dated **May 13, 2022**.

I. **CHANGES IN THE SPECIFICATIONS**

A. None

II. **ADDITIONS TO CONTRACT**

NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Auto-Body Paint Services for 3 Police Interceptors	1	Lump Sum	\$5,790	\$17,370
2	1 Chevy Tahoe for the Lathrop Police Department	1	Lump Sum	\$5,990	\$5,990
TOTAL ADDITIONAL COST FROM THIS CHANGE ORDER NO. 1					\$23,360.00
ORIGINAL CONTRACT AMOUNT					\$111,020.00
REVISED CONTRACT AMOUNT AFTER CHANGE ORDER NO. 1					\$134,380.00

(END OF CHANGES)

DESCRIPTION OF WORK

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

TIME OF COMPLETION

The effective date of Change Order No.1 is February _____, 2023 and it shall terminate no later than June 30, 2023.

CHANGE ORDER NO. 1

**Auto-body Paint Service for four (4) Additional
Police Vehicles for the Lathrop Police
Department**

City of Lathrop

RELEASE AND WAIVER

Acceptance of this Contract Change Order constitutes a full and final resolution of all pending disputes between City and Contractor regarding scope of work and payment for work. Contractor accepts this Contract Change Order as full payment for all work performed to date and hereafter to be performed, up to and including Contract Change Order No. 1. 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. 1

**Auto-body Paint Service for four (4) Additional
Police Vehicles for the Lathrop Police
Department**

City of Lathrop

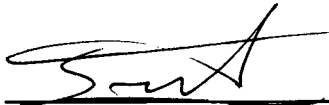
Recommended

By:

Raymond Bechler
Chief of Police
City of Lathrop

Date

Approved As
To Form:



Salvador Navarrete
City Attorney
City of Lathrop

2-8-2023

Date

Approved By:

Stephen J. Salvatore
City Manager
City of Lathrop

Date

Accepted By
Contractor:

Continental Collision

Date

Print Name and Title

9752 Kent St #100
 Elk Grove, CA 95624
 (916) 213.9752
 info@continentalcollisioneg.com

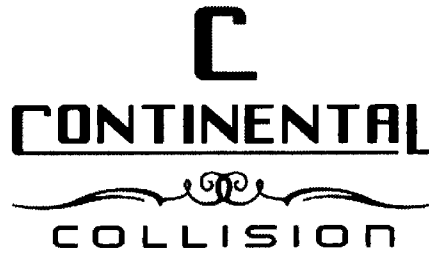


EXHIBIT A

Estimate

ADDRESS
 Lathrop Police Department
 390 Towne Centre Dr
 Lathrop, CA 95330

SHIP TO
 Lathrop Police Department
 390 Towne Centre Dr
 Lathrop, CA 95330

ESTIMATE # 1016
DATE 02/03/2023

STOCK # & PROJECT
 CHEVY TAHOE Interceptor

VIN #
 WITH DOOR JAMS MASKED

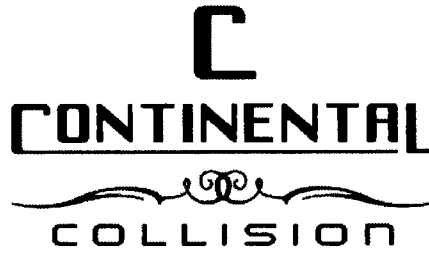
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Roof	Prep & Paint	1	650.00	650.00
	Rear Left Door	Prep & Paint	1	425.00	425.00
	Rear Right Door	Prep & Paint	1	425.00	425.00
	Right Front Door	Prep & Paint	1	425.00	425.00
	Left Front Door	Prep & Paint	1	425.00	425.00
	Left Fender	Prep & Paint	1	325.00	325.00
	Right Fender	Prep & Paint	1	325.00	325.00
	Hood	Prep & Paint	1	550.00	550.00
	Front Bumper	Prep & Paint	1	425.00	425.00
	Rear Bumper	Prep & Paint	1	425.00	425.00
	Tailgate	Prep & Paint	1	450.00	450.00
	Left Quarter Panel	Prep & Paint	1	475.00	475.00
	Right Quarter Panel	Prep & Paint	1	475.00	475.00
	Door Jams	MASK AND CLEAN	1	190.00	190.00

SUBTOTAL 5,990.00
 TAX 0.00
TOTAL \$5,990.00

Accepted By

Accepted Date

9752 Kent St #100
 Elk Grove, CA 95624
 (916) 213.9752
 info@continentalcollisioneg.com



Estimate

ADDRESS
 Lathrop Police Department
 390 Towne Centre Dr
 Lathrop, CA 95330

SHIP TO
 Lathrop Police Department
 390 Towne Centre Dr
 Lathrop, CA 95330

ESTIMATE # 1015
DATE 01/27/2023

STOCK # & PROJECT
 Explorer Police Interceptor

VIN #
 WITH DOOR JAMS MASKED

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Roof	Prep & Paint	1	550.00	550.00
	Rear Left Door	Prep & Paint	1	425.00	425.00
	Rear Right Door	Prep & Paint	1	425.00	425.00
	Right Front Door	Prep & Paint	1	425.00	425.00
	Left Front Door	Prep & Paint	1	425.00	425.00
	Left Fender	Prep & Paint	1	325.00	325.00
	Right Fender	Prep & Paint	1	325.00	325.00
	Hood	Prep & Paint	1	450.00	450.00
	Front Bumper	Prep & Paint	1	425.00	425.00
	Rear Bumper	Prep & Paint	1	425.00	425.00
	Tailgate	Prep & Paint	1	450.00	450.00
	Left Quarter Panel	Prep & Paint	1	475.00	475.00
	Right Quarter Panel	Prep & Paint	1	475.00	475.00
	Door Jams	MASK AND CLEAN	1	190.00	190.00

SUBTOTAL 5,790.00
 TAX 0.00
TOTAL \$5,790.00

Accepted By

Accepted Date

CHANGE ORDER NO. 3

Attachment D

**Purchase and Installation of Police Vehicle
Equipment for four (4) Police Vehicles for the
Lathrop Police Department**

City of Lathrop

**CONTRACT CHANGE ORDER NO. 3
FOR THE PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT FOR FOUR
(4) ADDITIONAL POLICE VEHICLES FOR THE LATHROP POLICE DEPARTMENT**

Contractor: NextGen Alpha Upfitting

Address: 8400 Carbide Ct, Suite A
Sacramento, CA 95828

Change Order Date: February _____, 2023

Notice to Proceed Date: February 10, 2022

Contract Execution Date: February 10, 2022

This contract change order augments or changes the following:

1) ADDITIONS TO CONTRACT

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

I. **CHANGES IN THE SPECIFICATIONS**

A. None

II. **ADDITIONS TO CONTRACT**

NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Purchase and Installation of Police Vehicle Equipment for 3 Police Interceptor Vehicles	3	Lump Sum	\$28,960.44	\$86,882
2	Purchase and Installation of Police Vehicle Equipment 1 Chevy Police Tahoe	1	Lump Sum	\$29,914.07	\$29,915
TOTAL ADDITIONAL COST FROM THIS CHANGE ORDER NO. 3					\$116,797
TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 2					\$123,676
TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 1					\$166,432
ORIGINAL CONTRACT AMOUNT					\$403,955
REVISED CONTRACT AMOUNT AFTER CHANGE ORDER NO. 3					\$810,860

(END OF CHANGES)

DESCRIPTION OF WORK

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

TIME OF COMPLETION

CHANGE ORDER NO. 3

**Purchase and Installation of Police Vehicle
Equipment for four (4) Police Vehicles for the
Lathrop Police Department**

City of Lathrop

The effective date of Change Order No.3 is February _____, 2023 and it shall terminate no later than June 30, 2023.

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

**Purchase and Installation of Police Vehicle
Equipment for four (4) Police Vehicles for the
Lathrop Police Department**

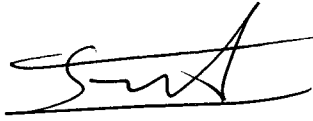
City of Lathrop

Recommended
By:

Raymond Bechler
Chief of Police
City of Lathrop

Date

Approved As
To Form:



Salvador Navarrete
City Attorney
City of Lathrop

2-8-2023

Date

Approved By:

Stephen J. Salvatore
City Manager
City of Lathrop

Date

Accepted By
Contractor:

NextGen Alpha Upfitting

Date

Print Name and Title

NextGen Alpha Upfitting
 8400 Carbide Ct. Suite A
 Sacramento, CA 95828 US
 (916) 423-5052
 Sumeet@NextGenAlphaUpfitting.Net
 NEXTGENALPHAUPFITTING.NET

Estimate

EXHIBIT A

ADDRESS
 Lathrop Pd
 940 River Islands Parkway,
 Lathrop CA 95330

ESTIMATE #	DATE	EXPIRATION DATE
1094	01/27/2023	02/27/2023

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	2022 FORD UTILITY			0.00
	LIGHTING			0.00
NG ORDER	SOS NFORCE NXT RW BW AMBER REAR WITH RED BLUE TOP LENSES AND ***BUILT IN OPTICOM*** 54"	1	4,025.00	4,025.00T
NG ORDER	SOS MPOWER TRAFFIC ADVISOR AMBER	1	834.84	834.84T
SOS ENT2B3E	Intersector Under Mirror Mount Light, 9-32 Vdc, w/ 4-Wedges, Mounting Gasket & Hardware, 16 LEDs, Dual Color - Blue/White	1	198.55	198.55T
SOS ENT2B3D	Intersector Under Mirror Mount Light, 9-32 Vdc, w/ 4-Wedges, Mounting Gasket & Hardware, 16 LEDs, Dual Color - Red/White	1	198.55	198.55T
NG ORDER	SOS EMPS4STS5RBW mpower HD® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32Vdc, 18 LED, Tricolor - Red/Blue/White - FRONT PUSH BUMPER LIGHTING	4	148.55	594.20T
NG ORDER	SOS PMP4BKRKLB MPOWER HD ROCKER BRACKET FOR FRONT PUSH BUMPER	2	24.99	49.98T
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White - FRONT PUSH BUMPER LIGHTING	4	148.55	594.20T
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White - REAR LIC LIGHTS	2	148.55	297.10T
SOS ELUC3H010J	Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher Dual Color Red/Blue - REAR TAIL LIGHT STROBES	2	92.49	184.98T
MD HE-TL1	White Auxiliary Lighting Pod - 1.5x3 Inch, 3 LED - HATCH DOME LIGHT	2	48.95	97.90T
MD HE-TL1R	RED AUXILIARY LIGHTING POD - 1.5X3 INCH, 3 LED -	1	58.95	58.95T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	HATCH DOME LIGHT			
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White - REAR HATCH WARNING LIGHTS	2	148.55	297.10T
SOS ECVDMLTAL00	LED Dome Light, 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens - FRONT DOME LIGHT	1	89.45	89.45T
	PUSH BUMPER SETUP			0.00
WPS 36-2125	2020+ FORD UTILITY ELITE Bumper Push Bar; Elite; Powder Coated; Black; HRPO Steel; 2-3/4 Inch Rubber Strip Uprights; Without Wraparound Brush Guard; For Use With Optional Top Channel	1	474.95	474.95T
WPS 36-2125PB	2020+ FORD UTILITY WRAP Bumper Guard; Elite; Powder Coated; Black; 7 Gauge HRPO Steel; Dual 2-3/4 Inch Wide Rubber Strips; Requires Westin Public Safety Elite Bumper Push Bar	1	510.54	510.54T
WPS 36-6005S2	Bumper Push Bar Top Channel Cover; For Westin Elite Series Bumper Push Bar; With 2 Soundoff NFORCE Light Mounting Holes; Powder Coated; Black; Steel	1	42.99	42.99T
	SIREN			0.00
SOS ENGSA582RSP	500 series remote siren with button control, 10-16v	1	1,149.50	1,149.50T
SOS ETSS100J	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	2	210.06	420.12T
	CONSOLE			0.00
TPS AC-UV20-HC	FORD POLICE INTERCEPTOR UTILITY ADJUSTABLE HARNESS COVER MADE FOR VEHICLE SPECIFIC CONSOLES	1	0.00	0.00T
TPS CC-20-UVLP-17	2020 FORD POLICE INTERCEPTOR UTILITY SPECIFIC 17" LOW-PROFILE CONSOLE WITH COMPUTER DECK	1	469.75	469.75T
NG ORDER	TPS FP-SO500-R SOUNDOFF FACEPLATE	1	0.00	0.00T
NG ORDER	TPS FP-ICF5400D ICOM RADIO FACEPLATE	1	0.00	0.00T
TPS FP-BLNK1	1" BLANK FILLER PLATE	2	0.00	0.00T
TPS FP-BLNK2	2" BLANK FILLER PLATE	2	0.00	0.00T
TPS FP-USB-2DC	2" FACEPLATE DC OUTLET / USB CUTOUTS ELECTRONICS INCLUDED	1	68.85	68.85T
TPS AC-INBHG	INTERNAL DUAL BEVERAGE HOLDER	1	52.85	52.85T
TPS AC-MCM1	MICROPHONE CLIP PLATE AND CLIP ASSEMBLY	2	15.39	30.78T
TPS AC-TB-ARMNT-58	CONSOLE MOUNTED HEIGHT ADJUSTABLE ARMREST WITH STANDARD SIZE ARM REST FOAM PAD	1	175.55	175.55T
TPS CM-UMSH-SA-LED	CONSOLE SHORT BRACKET U-MOUNT COMPUTER MOUNT WITH ROTATING SWING-ARM	1	317.95	317.95T
	DOCKING STATION			0.00
NG ORDER	GETAC S410 - DOCKING STATION MOUNT WITH POWER	1	1,295.00	1,295.00T
NG ORDER	GETAC S410 DOCKING STATION POWER SUPPLY	1	189.99	189.99T
	GUNLOCK			0.00

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
TPS GM-SGRF-MNT	DUAL WEAPON MOUNT	1	285.95	285.95T
TPS GM-B-SC1AR-BKT	CLAMSHELL STYLE WEAPON LOCK BRACKET FOR AR STYLE RIFLES	1	65.00	65.00T
TPS GM-B-OP-SC5-BKT	HANDCUFF STYLE WEAPON LOCK BRACKET WITH MORE PITCH FOR AR STYLE RIFLES WITH BOLT-ON ACCESSORIES	1	74.00	74.00T
NG ORDER	SC 1 870 REMINGTON SHOTGUN LOCK	1	135.27	135.27T
NG ORDER	SC 6 UNIVERSAL GUN LOCK RATCHETING STYLE PRISONER SETUP	1	203.50	203.50T 0.00
TPS TP-E-SL6-US-SS	US size, Recessed Panel; Sliding window; Square-hole punched crawl-thru prevention bracket	1	858.60	858.60T
TPS SAB-20-FDUV-BB	2020+ PI Utility Big-Boy partition mounting kit. Extra seat-back recline.	1	89.99	89.99T
TPS KP-UV20-DAP-SS-N	2020+ PI Utility 3-pc. Kick panel w/foot pockets & notch to fit over wire harness cover.	1	185.55	185.55T
TPS PS-20-UVFX-OS-R	Plastic seat with OS belts, rear partition (square-hole), with fire compartment	1	1,869.75	1,869.75T
TPS DP-UV20-SET	2020+ PI Utility driver and passenger side door panel (SET)	1	283.50	283.50T
TPS WG-20-FDUV-SET	2020 FORD POLICE INTERCEPTOR / CIVILIAN EXPLORER DRIVER & PASSENGER-SIDE VERTICAL BAR WINDOW GUARD REAR BOX AND EQUIPMENT TRAY	1	275.50	275.50T 0.00
TPS CP-UV20-MNT-EB	FORD POLICE INTERCEPTOR UTILITY ELEVATED BOX MOUNT	1	289.50	289.50T
TPS AC-EB-SL-TRAY	2020+ PI Utility electronics tray, 37.5" wide x 23.6" long.	1	315.65	315.65T
TPS AC-EB-TRAY-FENCE	2020+ PI Utility electronics tray fence, 37" wide x 5.6" tall for AC-EB-SL-TRAY only.	1	50.25	50.25T
NG ORDER	TPS CP-GB44248-PB-T TROY BOX ELEVATED INCLUDING SIMPLEX LOCK AND TOP LIP ACCESSORIES	1	1,695.55	1,695.55T 0.00
TSO 78815	17 FT RG58 The Laird MB8U vehicle roof mount antenna installation hardware kit is for Motorola-style mobile antennas, 0 1000 MHz. This NMO mount is an all brass permanent mount for a 3/4 in hole.	2	22.49	44.98T
NG ORDER	LATHROP PD ANTENNA WHIP RADIO VHF	1	29.99	29.99T
NG ORDER	JD 425-3816 MAGNETIC MIC	2	44.95	89.90T
NG ORDER	AXON PRE-WIRE CAT 6 CABLE 25	2	29.99	59.98T
NG ORDER	NG7615 12V SOLENOID TIMER UNIT ADJUSTABLE	1	189.99	189.99T
NG ORDER	100A WG AUTOMOTIVE 12V CIRCUIT BREAKER	1	34.99	34.99T
BSS 5026	ST Blade Fuse Block - 12 Circuits with Negative Bus and Cover	1	49.99	49.99T
NG SHIP IN	SHIPPING IN COST FROM VENDOR	1	550.00	550.00
NG INSTALATION	INSTALLATION OF CUSTOMER SUPPLIED MODEM, RADIO AND AXON SYSTEM(PRE-WIRE IF POSSIBLE), INSTALLATION OF OPTICOM - OPTICOM TO BE WIRE CODE 3 OP AND BUTTON CONTROLLED AND GPS UNIT	1	1,650.00	1,650.00T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	(SUPPLIED)			
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	395.00	395.00T
NG INSTALATION	INSTALLATION LABOR CHARGE FOR ABOVE EQUIPMENT PER LATHROP POLICE DEPARTMENT SPEC	1	4,250.00	4,250.00T
NG CUSTOM	CUSTOM POWDER COAT - HUBAPS - 4	1	175.00	175.00T
	SUBTOTAL			26,917.00
	TAX (7.75%)			2,043.44
	TOTAL			\$28,960.44

Accepted By

Accepted Date

NextGen Alpha Upfitting

8400 Carbide Ct. Suite A
 Sacramento, CA 95828 US
 (916) 423-5052

Sumeet@NextGenAlphaUpfitting.Net
 NEXTGENALPHAUPFITTING.NET

Estimate**ADDRESS**

Lathrop Pd
 940 River Islands Parkway,
 Lathrop CA 95330

ESTIMATE #	DATE	EXPIRATION DATE
1098	02/07/2023	03/07/2023

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	2022 CHEVY TAHOE			0.00
	LIGHTING			0.00
NG ORDER	SOS NFORCE NXT RW BW AMBER REAR WITH RED BLUE TOP LENSES AND ***BUILT IN OPTICOM*** 54"	1	4,025.00	4,025.00T
NG ORDER	SOS MPOWER TRAFFIC ADVISOR AMBER	1	834.84	834.84T
SOS ENT2B3E	Intersector Under Mirror Mount Light, 9-32 Vdc, w/ 4-Wedges, Mounting Gasket & Hardware, 16 LEDs, Dual Color - Blue/White	1	198.55	198.55T
SOS ENT2B3D	Intersector Under Mirror Mount Light, 9-32 Vdc, w/ 4-Wedges, Mounting Gasket & Hardware, 16 LEDs, Dual Color - Red/White	1	198.55	198.55T
NG ORDER	SOS EMPS4STS5RBW mpower HD® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32Vdc, 18 LED, Tricolor - Red/Blue/White - FRONT PUSH BUMPER LIGHTING	4	148.55	594.20T
NG ORDER	SOS PMP4BKRKLB MPOWER HD ROCKER BRACKET FOR FRONT PUSH BUMPER	2	24.99	49.98T
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White - FRONT PUSH BUMPER LIGHTING	4	148.55	594.20T
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White - REAR LIC LIGHTS	2	148.55	297.10T
SOS ELUC3H010J	Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher Dual Color Red/Blue - REAR TAIL LIGHT STROBES	2	92.49	184.98T
MD HE-TL1	White Auxiliary Lighting Pod - 1.5x3 Inch, 3 LED - HATCH DOME LIGHT	2	48.95	97.90T
MD HE-TL1R	RED AUXILIARY LIGHTING POD - 1.5X3 INCH, 3 LED -	1	58.95	58.95T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	HATCH DOME LIGHT			
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White - REAR HATCH WARNING LIGHTS	2	148.55	297.10T
SOS ECVDMLTAL00	LED Dome Light, 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens - FRONT DOME LIGHT	1	89.45	89.45T
	PUSH BUMPER SETUP			0.00
NG ORDER	Westin Public Safety 36-4045 Bumper Push Bar; Elite; Powder Coated; Black; HRPO Steel; 2-3/4 Inch Rubber Strip Uprights; Without Wraparound Brush Guard	1	698.85	698.85T
NG ORDER	Westin Public Safety 36-4045PB Bumper Guard; Elite; Powder Coated; Black; HRPO Steel; Requires Westin Public Safety Elite Bumper Push Bar	1	528.49	528.49T
WPS 36-6015SMP2	Bumper Push Bar Top Channel Cover; Elite; For Westin Elite Series Bumper Push Bar; With 2 Soundoff MR6 Code Light Mounting Holes; Powder Coated; Black; Steel	1	43.50	43.50T
	SIREN			0.00
SOS ENGSA582RSP	500 series remote siren with button control, 10-16v	1	1,149.50	1,149.50T
SOS ETSS100J	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	2	210.06	420.12T
	CONSOLE			0.00
NG ORDER	TPS CC-21TH-0711-OS-DM 18 IN CONSOLE 7in Slope 11in level deep Tahoe specific WIDE BODY WITH OPEN STORAGE	1	695.49	695.49T
NG ORDER	TPS FP-SO500-R SOUNDOFF FACEPLATE	1	0.00	0.00T
NG ORDER	TPS FP-ICF5400D ICOM RADIO FACEPLATE	1	0.00	0.00T
TPS FP-BLNK1	1" BLANK FILLER PLATE	2	0.00	0.00T
TPS FP-BLNK2	2" BLANK FILLER PLATE	2	0.00	0.00T
TPS FP-USB-2DC	2" FACEPLATE DC OUTLET / USB CUTOUPS ELECTRONICS INCLUDED	1	68.85	68.85T
TPS AC-INBHG	INTERNAL DUAL BEVERAGE HOLDER	1	52.85	52.85T
TPS AC-MCM1	MICROPHONE CLIP PLATE AND CLIP ASSEMBLY	2	15.39	30.78T
TPS AC-TB-ARMNT-58	CONSOLE MOUNTED HEIGHT ADJUSTABLE ARMREST WITH STANDARD SIZE ARM REST FOAM PAD	1	175.55	175.55T
NG ORDER	TPS CM-SDMT-SL-LED CONSOLE SIDE-MOUNT COMPUTER MOUNT WITH ROTATING & EXTENDABLE SLIDE-ARM	1	477.59	477.59T
	DOCKING STATION			0.00
NG ORDER	GETAC S410 - DOCKING STATION MOUNT WITH POWER	1	1,295.00	1,295.00T
NG ORDER	GETAC S410 DOCKING STATION POWER SUPPLY	1	189.99	189.99T
	GUNLOCK KT-GM-SGRF-SC6-1			0.00
TPS GM-SGRF-MNT	DUAL WEAPON MOUNT	1	285.95	285.95T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
TPS GM-B-SC1AR-BKT	CLAMSHELL STYLE WEAPON LOCK BRACKET FOR AR STYLE RIFLES	1	65.00	65.00T
TPS GM-B-OP-SC5-BKT	HANDCUFF STYLE WEAPON LOCK BRACKET WITH MORE PITCH FOR AR STYLE RIFLES WITH BOLT-ON ACCESSORIES	1	74.00	74.00T
NG ORDER	SC 1 870 REMINGTON SHOTGUN LOCK	1	135.27	135.27T
NG ORDER	SC 6 UNIVERSAL GUN LOCK RATCHETING STYLE PRISONER SETUP NGKIT-TP-SL6-21TH-SS	1	203.50	203.50T 0.00
TPS TP-E-SL6-US-SS	US size, Recessed Panel; Sliding window; Square-hole punched crawl-thru prevention bracket	1	858.60	858.60T
TPS SAB-20-FDUV-BB	2020+ PI Utility Big-Boy partition mounting kit. Extra seat-back recline.	1	89.99	89.99T
TPS KP-UV20-DAP-SS-N	2020+ PI Utility 3-pc. Kick panel w/foot pockets & notch to fit over wire harness cover.	1	185.55	185.55T
NG ORDER	TPS PS-21TH-OS-R-FX 2021-22 Tahoe Plastic seat with OS belts, rear partition (square-hole), with fire ext. compartment	1	1,939.95	1,939.95T
NG ORDER	TPS WG-21TH-225-SET WINDOW GAURDS FOR 2022 TAHOE	1	425.00	425.00T
NG ORDER	TPS DP-21TH-SET 2021-22 Chevy Tahoe driver and passenger side door panel set REAR BOX AND EQUIPMENT TRAY	1	301.50	301.50T 0.00
NG ORDER	TPS KIT-CP-21TH-EB-TRAY 2021-22 Tahoe elevated frame kit to include CP-21TH-MNT-EB, AC-EB-SL-TRAY, AC-EB-TRAY-FENCE.	1	675.00	675.00T
NG ORDER	TPS CP-GB44248-PB-T TROY BOX ELEVATED INCLUDING SIMPLEX LOCK AND TOP LIP ACCESSORIES	1	1,695.55	1,695.55T 0.00
TSO 78815	17 FT RG58 The Laird MB8U vehicle roof mount antenna installation hardware kit is for Motorola-style mobile antennas, 0 1000 MHz. This NMO mount is an all brass permanent mount for a 3/4 in hole.	2	22.49	44.98T
NG ORDER	LATHROP PD ANTENNA WHIP RADIO VHF	1	29.99	29.99T
NG ORDER	JD 425-3816 MAGNETIC MIC	2	44.95	89.90T
NG ORDER	AXON PRE-WIRE CAT 6 CABLE 25	2	29.99	59.98T
NG ORDER	NG7615 12V SOLENOID TIMER UNIT ADJUSTABLE	1	189.99	189.99T
NG ORDER	100A WG AUTOMOTIVE 12V CIRCUIT BREAKER	1	34.99	34.99T
BSS 5026	ST Blade Fuse Block - 12 Circuits with Negative Bus and Cover	1	49.99	49.99T
NG SHIP IN	SHIPPING IN COST FROM VENDOR	1	550.00	550.00
NG INSTALATION	INSTALLATION OF CUSTOMER SUPPLIED MODEM, RADIO AND AXON SYSTEM(PRE-WIRE IF POSSIBLE), INSTALLATION OF OPTICOM - OPTICOM TO BE WIRE CODE 3 OP AND BUTTON CONTROLLED AND GPS UNIT (SUPPLIED)	1	1,650.00	1,650.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC	1	395.00	395.00T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	ACCESSORIES			
NG INSTALATION	INSTALLATION LABOR CHARGE FOR ABOVE EQUIPMENT PER LATHROP POLICE DEPARTMENT SPEC	1	4,250.00	4,250.00T
NG CUSTOM	CUSTOM POWDER COAT - HUBAPS - 4	1	175.00	175.00T
	SUBTOTAL			27,802.04
	TAX (7.75%)			2,112.03
	TOTAL			\$29,914.07

Accepted By

Accepted Date

ITEM: **PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP ACT (HOME) PROGRAM ALLOCATIONS FOR FISCAL YEAR 2023/2024**

RECOMMENDATION: **Council to Consider the Following:**
1. Hold a Public Hearing; and
2. Adopt Resolution Recommending the Allocation of the CDBG and HOME Funds for FY 2023/2024 for consideration by San Joaquin County and the US Department of Housing and Urban Development (HUD) pursuant to Budget Amendments

CEQA STATUS: **This item is statutorily exempt under Article 18, Section 15273, because CEQA does not apply to the establishment or modification of HUD funding programs to public agencies which are to meet community needs.**

SUMMARY:

Each year the City of Lathrop (City) receives an allocation of Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) funds. Both programs are funded by the U.S. Department of Housing and Urban Development (HUD), and administered by San Joaquin County (COUNTY), under an Urban Cooperative Agreement between San Joaquin County and the cities of Escalon, Lathrop, Manteca, Ripon, and Tracy.

The County guidelines are in place to help meet the needs of the community and the requirements set forth by HUD. Important highlights of these guidelines are as follows:

- Multi-entitlement agencies must apply directly to San Joaquin County for both County and City funding.
- The minimum award for public service grant requests should be at least \$5,000.00, unless prior approval received from San Joaquin County.
- Cities will be recommending the local allocation of funds for final approval by the San Joaquin County Board of Supervisors and HUD.

For fiscal year 2023/2024, the City of Lathrop anticipates an allocation of \$92,487 in CDBG funds and \$33,624 in HOME funds. Final allocation numbers are determined upon Federal Budget approvals, which will be proportionally increased or decreased from the estimated funding levels to match the actual allocation amounts.

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No more than fifteen percent (15%) of the allocated CDBG funds may be designated toward Public Service organizations with the remaining eighty-five percent (85%) designated toward Public/Capital Facility projects. HOME funds may be allocated to eligible program(s) administered by the County.

City Council must conduct a public hearing to consider funding requests from eligible applicants, prior to finalizing recommendations of local CDBG and HOME funding allocations. Staff published a legal advertisement on December 20, 2022 to promote the availability of CDBG and HOME funds and to solicit eligible applicants. A second legal advertisement was published on February 3, 2023 to announce the public hearing date to consider CDBG and HOME funding allocations for FY 2023/2024.

Multi-entitlement agencies serve residents of multiple cities throughout the County, therefore these agencies are required to submit one application to San Joaquin County for individual local agency funding requests.

There were four (4) multi-entitlement agency applications submitted for CDBG Public Service’s funding, one (1) application submitted directly to the City for consideration of a local Public Service grant, one (1) application received for a Public Facilities grants, and zero (0) applications received for HOME funds.

The three-step process for allocating funds to identified local activities is referenced below:

- STEP 1. Allocate funding for the CDBG Public Service Organizations.
- STEP 2. Allocate funding for the CDBG Public/Capital Facility Projects.
- STEP 3. Allocate HOME funds to an eligible program administered by the County.

Staff recommends that the City Council consider the information provided at the public hearing, staff’s presentation, and Lathrop’s Scoring Committee’s proposed funding allocations for CDBG’s public service grants, public facility grants, and the HOME funds for fiscal year 2023/2024. City Council maintains sole discretion to accept staff’s recommendation or propose recommended funding allocations toward eligible applicant projects or services they deem in the best interest to meet community and resident needs.

BACKGROUND:

The City of Lathrop, in accordance with the Urban Cooperative Agreement with San Joaquin County, will make recommendations to allocate the anticipated amount of CDBG funds to Public Service organization(s), Public/Capital Facility project(s), and HOME funds as follows:

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CDBG

Public Service Awards (15%):	\$13,873
Public/Capital Facility Projects (85%):	<u>\$78,614</u>
Total anticipated CDBG Allocation:	<u>\$92,487</u>

HOME Funds

Total anticipated HOME Funds	<u>\$33,624</u>
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STEP 1: Allocate funds to Public Service Organizations

Multi-Entitlement Agencies:

Multi-entitlement agency applicants include San Joaquin County Department of Aging, Emergency Food Bank of Stockton/San Joaquin, San Joaquin Fair Housing, and Give Every Child a Chance (GECAC). Each of these organizations provide services within multiple cities throughout San Joaquin County, and have applied directly to the County through the one application process to request funding from the County and Cities for which they provide services.

The following summary describes the services provided to Lathrop residents by each of the multi-entitlement agency applicants and the amount requested by each organization:

San Joaquin Fair Housing **\$1,250**

The San Joaquin Fair Housing Board is designed to further fair housing in San Joaquin County. They achieve this by educating tenants and owners on all the Federal and State Fair housing laws accomplished through direct outreach, education, mediation and virtual workshops. It is important to note that this is a HUD mandated program, which requires each jurisdiction to provide their proportionate share of the anticipated expenditures by San Joaquin Fair Housing for the fiscal year. In other words, the \$1,250 is a requirement. The program expects to benefit approximately 2,743 Lathrop residents.

Give Every Child a Chance – Before/After School Programs **\$5,800**

Give Every Child a Chance (GECAC) provides free to minimal cost programs to youth in San Joaquin County. Free mentor/tutoring to students in K-12th grade is provided through programs called TEACH, ASAP, and BHS. In addition, bi-monthly food, activity kit distributions, and a Summer Supplemental Program (Day Camp) are provided. The programs expect to benefit approximately 445 youth in Lathrop.

Emergency Food Bank – Mobile Farmer’s Market **\$1,919**

The Emergency Food Bank of Stockton/San Joaquin is requesting funding for its “Mobile Farmers Market” program, which visits 70 sites throughout the cities and county. Each site is visited monthly, with a goal of providing nutrition education and increased access to fresh produce, to promote healthy lifestyles and decrease the prevalence of disease/chronic health conditions and food insecurities to the most vulnerable populations.

There are three Mobile Farmer’s Market sites serving Lathrop for one day each month: Joseph Widmer Elementary, Lathrop Elementary, and Grace Community Church. The program expects to serve 989 residents of Lathrop.

SJC Department of Aging – Meals on Wheels **\$1,000**

The San Joaquin County Human Services Agency’s Department of Aging & Community Services is requesting funding for its Home Delivered Meals Program “Meals on Wheels”, which delivers five nutritious meals once a week to homebound seniors who lack transportation and have little or no social support. The program objective is to promote better health through improved nutrition. The program expects to benefit seven (7) senior residents of Lathrop.

Local Organizations:

Local organizations that serve and operate within specific jurisdictions are encouraged to apply directly to the Cities for CDBG grant funding. For FY 2023-24, the City received one local organization application.

The following summary describes the services provided by the applicant(s) to Lathrop residents and the amount of funding requested:

City of Lathrop (Parks & Recreation Department) **\$5,000**

The City of Lathrop’s Parks & Recreation Department (PRD) offers an Activity Assistance Program designed to provide financial assistance to eligible low-income families and individuals who wish to participate in recreation services and activities. PRD services and activities may include before and after school programs, day camps, sports programs, and classes. Eligible individuals may use up to \$250 annually, but only 50% of the fees may be covered through the Activity Assistance Program; families must pay the remaining percentage. The program expects to benefit 25 Lathrop residents.

The Lathrop Ranking and Scoring Committee reviewed the applications and recommends allotment to each qualified public service organization as follows:

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PUBLIC SERVICE ORGANIZATIONS ALLOTMENT SUMMARY

Organization	Requested Amounts for FY 23/24	Recommended Allotment for FY 23/24
San Joaquin Fair Housing	\$1,250	\$1,250.00
Give Every Child a Chance (GECAC)	\$5,800	\$5,800.00
Emergency Food Bank (Mobile Farmers Market)	\$1,919	\$1,919.00
SJC Dept of Aging, Meals on Wheels	\$1,000	\$1,000.00
Lathrop Activity Assistance Program	\$5,000	\$3,904.00
TOTAL FUNDS	\$14,969.00	\$13,873.00

STEP 2: Allocate Funds for Public/Capital Facility Project(s)

The City of Lathrop anticipates \$78,614 of CDBG funds to be available for eligible public/capital facility projects.

One application was received by the City’s Public Works Department for funding of ADA accessibility improvements related to City facilities including the Generation Center, Lathrop Police Station, Community Center, and the Senior Center. A summary of the project and the amount requested are referenced below:

Lathrop Public Facilities – ADA Accessibility Improvements \$92,487

The City of Lathrop was awarded CDBG grant funding in FY 2021/22 for \$82,300.61 and FY 2022/23 for \$78,614 to complete City Hall upgrades and improvements needed to comply with the requirements of the Americans with Disabilities Act (ADA). The total cost of the project was estimated at \$212,300, which included ADA door upgrades, an ADA ramp and other associated modifications in the Council Chambers, an ADA Kiosk in City Hall lobby, additional strike edge clearance, accessible surfacing to City Hall exterior Bulletin Board, and replacement of broadcasting equipment to enhance audio/video.

The City of Lathrop is applying for FY 2023/24 CDBG grant funding to support the purchase and construction of ADA upgrades and improvements to various public facilities including the Generation Center, Lathrop Police Station, Community Center, and the Senior Center. Improvements will include, but are not limited to, automated sliding doors at all public entrances to each building. In accordance with the ADA Self-Evaluation and Transition Plan, City staff continues to work towards the removal of architectural barriers in public facilities and pathways. The upgrades and improvements will allow safe and improved access for people with disabilities to engage in services, programs, activities, and meetings conducted at these locations.

STEP 3: Allocate Home Funds

The estimated HOME fund allocation for FY 2023-24 is \$33,624. The City of Lathrop participates in two eligible HOME Loan programs—the Homebuyer Down-Payment Assistance (GAP) and the Lathrop Housing Rehabilitation Program. Both programs provide low-interest loans for qualified low-income households. The City advertises these programs through the City website, Channel 97, Newsletters, and through flyers distributed at City Hall, Community Center, Senior Center and the library.

San Joaquin County administers the HOME fund applications, contracts, and program disbursements. According to County records, the current balance for the Lathrop Housing Rehabilitation program is \$113,762, which includes allocations from FY's 2019/2020, 2020/2021, 2021/2022, and 2022/2023. The GAP program has a balance of \$10,000.

As of January 31, 2023, the County reported that the Lathrop Housing Rehabilitation program has assisted one (1) resident with several more clients on the waiting list. The Homebuyer Down Payment Assistance Program (GAP) has not been utilized for the past nine (9) years. Due to the rising cost of housing and a high-income ratio requirement to purchase a house, residents of San Joaquin County find it difficult to qualify for GAP, which requires the applicant to qualify as low-income.

Staff recommends that \$10,000 of the HOME Funds be allocated toward the GAP program with the remaining balance of \$23,624 allocated toward the Lathrop Housing Rehabilitation Loan Program.

RECOMMENDATION:

Staff recommends that the City Council consider the information given at the public hearing and during the staff presentation to make a funding recommendation to allocate the 2023/2024 fiscal year CDBG and HOME program funds pursuant to budget amendments as follows:

- Step 1: Allocate CDBG funds to Public Service Organizations (\$13,873.00) as indicated on the Lathrop Scoring and Ranking Committee Recommendations (Attachment 2).
- Step 2: Allocate CDBG Public/Capital Facility funds (\$78,614.00) to the City of Lathrop for ADA Accessibility Improvements at the Generation Center, Lathrop Police Station, Community Center, and the Senior Center.
- Step 3: Allocate HOME funds (\$33,624.00) to the GAP program and Housing Rehabilitation Programs administered by the County as indicated on the Lathrop Scoring & Ranking Committee Recommendations (Attachment 2).

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FISCAL IMPACT:

Staff time to review the applications, prepare this report, presentation and monitor and manage this program.

The County’s disbursement process requires the City to set up a separate account(s) to accommodate the CDBG reimbursement program. Because the applicant(s) have been awarded CDBG grants in the past, all necessary accounts are in place and funded according to this requirement. The only exception will be an increase in the revenue account to accommodate the Public Facilities award for City Facilities ADA Accessibility Improvements Project through a budget adjustment for CIP GG 23-14.

Staff is requesting the following budget amendments to accommodate the CDBG FY 2023/2024 allocations for Public Service and Public Facility Grants:

Increase Revenues

2650-1130-333-01-02	Intergov. Federal - CDBG CC	\$78,614
2700-3001-333-01-02	Intergov. Federal – CDBG CC	\$3,904

Increase Transfers

1010-9900-393-00-00	CDBG Transfer In – Public Agency	\$3,904
2700-9900-99-90-10	CDBG Transfer Out – Public Agency	\$3,904
2650-9900-990-90-10	CDBG Fund Transfer Out – Public Agency	\$78,614
3010-9900-393-00-00	Increase Transfer CIP GG 23-14	\$78,614

Increase Expenses

3010-8000-420-12-00	Increase Expense CIP GG 23-14	\$78,614
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GOALS ADVANCED BY THIS AGENDA:

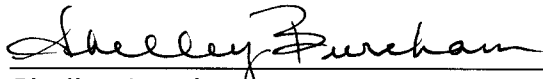
The proposed Resolution promotes Public Safety by providing funding for those in need of assistance and support.

ATTACHMENTS:

- A. Resolution Recommending the Allocation of the Community Development Block Grant and Home Investment Program Funds for FY 2023/2024.
- FY 2023/2024 – CDBG/HOME Grant Applications, Scoring and Ranking Committee Recommendations

CITY MANAGER'S REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER CDBG AND HOME
FUNDING ALLOCATIONS FOR FISCAL YEAR 2023/2024

APPROVALS:



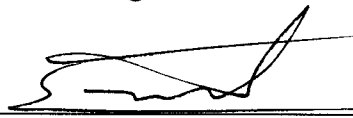
Shelley Burcham
Economic Development Administrator

2-7-2023
Date



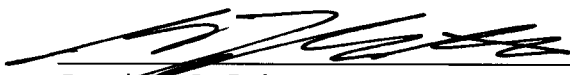
Cari James
Director of Finance

2/7/2023
Date



Salvador Navarrete
City Attorney

2-6-2023
Date



Stephen J. Salvatore
City Manager

2-9-23
Date

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RECOMMENDING THE ALLOCATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PROGRAM FUNDS FOR FISCAL YEAR 2023/2024

WHEREAS, the City anticipates it will receive an estimated allocation of \$92,487 for Community Development Block Grant (CDBG) and \$33,624 for the HOME Investment Program (HOME) for Fiscal Year (FY) 2023-2024; and

WHEREAS, the City of Lathrop has properly published a 30-day public notice of availability of funds for the programs in accordance with HUD regulations; and

WHEREAS, the City Council has determined in accordance with the California Environmental Quality Act, Article 18, Section 15273, that this item is statutorily exempt because CEQA does not apply to the establishment or modification of HUD funding programs to public agencies which are to meet community needs; and

WHEREAS, the City Council conducted a duly noticed public hearing on February 13, 2023 to consider applications for CDBG and HOME Funds for FY 2023-2024, has considered the information given at the public hearing and during the staff presentation, and determines that the recommended allocations represent the community needs in Lathrop; and

WHEREAS, the recipients of CDBG funding are required to enter into an agreement with the City to ensure that funds are spent in accordance with HUD regulations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby recommend the following public service agencies and allocated amounts for funding in the Fiscal Year 2023/2024 for the CDBG program:

<u>Public Service Organizations</u>	<u>Allocations</u>
San Joaquin Fair Housing	\$ 1,250.00
Give Every Child a Chance (GECAC)	\$5,800.00
Emergency Food Bank of Stockton/San Joaquin	\$ 1,919.00
SJC Dept. of Aging (Meals on Wheel)	\$ 1,000.00
Lathrop Activity Assistance Program	\$ 3,904.00
Total Allocation (15% of \$92,487)	<u>\$13,873.00</u>

BE IT FURTHER RESOLVED that the City does hereby recommend allocating \$78,614 of the Public/Capital Facility funds to the City of Lathrop, Public Facilities ADA Accessibility Improvement projects CIP GG 23-14; and

BE IT FURTHER RESOLVED that the City does hereby recommend allocating \$23,624 of the HOME Program funds to the Lathrop Housing Rehabilitation Loan Program and \$10,000.00 to the GAP Loan Program for down payment assistance.

BE IT FURTHER RESOLVED that the City Council authorizes CDBG and HOME fund allocations pursuant to the following budget amendments for FY 2023/2024.

Increase Revenues

2650-1130-333-01-02	Intergov. Federal – CDBG CC	\$78,614
2700-3001-333-01-02	Intergov. Federal – CDBG CC	\$3,904

Increase Transfers

1010-9900-393-00-00	CDBG Transfer In – Public Agency	\$3,904
2700-9900-99-90-10	CDBG Transfer Out – Public Agency	\$3,904
2650-9900-990-90-10	CDBG Fund Transfer Out – Public Agency	\$78,614
3010-9900-393-00-00	Increase Transfer CIP GG 23-14	\$78,614

Increase Expenses

3010-8000-420-12-00	Increase Expense CIP GG 23-14	\$78,614
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PASSED AND ADOPTED this 13th day of February 2023, by the following vote:

AYES:

NOES:

ABSENT:

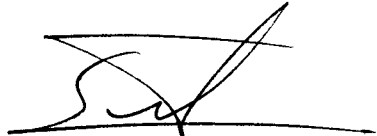
ABSTAIN:

SONNY DHALIWAL, MAYOR

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



**FY 2023/2024 - CDBG/HOME GRANT APPLICATIONS
SCORING AND RANKING COMMITTEE RECOMMENDATIONS**

A. PUBLIC FACILITY APPLICATIONS			FUNDING	
			AVAILABLE FUNDING	\$78,614.00
APPLICANT	PROGRAM	REQUEST	RECOMMENDATION	
1. City of Lathrop (PW)	ADA Improvements	\$92,487.00	\$78,614.00	
B. PUBLIC SERVICE APPLICATIONS			FUNDING	
			AVAILABLE FUNDING	\$13,873.00
APPLICANT	PROGRAM	REQUEST	RECOMMENDATION	
1. City of Lathrop (PRD)	Activity Assistance Program	\$5,000.00	\$3,904.00	
<i>Multi-City Agencies</i>				
2. Emergency Food Bank of Stockton/San Joaquin	Mobile Farmers Market	\$ 1,500.00	\$1,919.00	
3. San Joaquin Fair Housing ¹	HUD Mandated Services	\$1,250.00	\$1,250.00	
4. SJC Dept. of Aging	Meals on Wheels	\$1,000.00	\$1,000.00	
5. GECAC	After School Program	\$5,800.00	\$5,800.00	
<i>TOTAL FUNDING REQUEST</i>		\$14,250.00	13,873.00	
C. HOME FUNDS			FUNDING	
			AVAILABLE FUNDING	\$33,624.00
			PROGRAM	RECOMMENDATION
			BALANCE	
GAP PROGRAM – DOWNPAYMENT ASSISTANCE			\$10,000.00	\$10,000.00
HOUSING REHABILITATION PROGRAM			\$113,762.00	\$23,624.00

NOTES:

- A) Public Facility Grant funding is the total CDBG allocation less 15% for Public Services. CDBG Allocation for FY 2023/2024 based on FY 2022/2023 final allocation numbers of \$92,487.00.
- B) Awards for Public Service Applications submitted directly to the City must be a minimum of \$5,000.00, unless prior approval is received by San Joaquin County. Multi-County agencies who have applied through the County may be awarded less than the \$5,000 minimum and recommendations are up to the discretion of the City Council.
- C) HOME funds have been awarded toward the Housing Rehabilitation Program since 2018. There is a total of \$113,762 remaining in Lathrop's program. During 2022, one Lathrop resident received a housing rehabilitation loan and several more are on the waiting list. The County submits awards based on a first-come, first-serve basis for all applications received throughout San Joaquin County.
- GAP Program – Downpayment Assistance is rarely used in the County due to the high price of homes and households not able to meet the income qualification to purchase a home.

¹ HUD mandated program, which requires each jurisdiction to provide their proportionate share of the anticipated expenditures by San Joaquin Fair Housing for the fiscal year.

ITEM 5.2

**CITY MANAGER’S REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING**

ITEM: CITY COUNCIL DISCUSSION REGARDING
REGULATION AND LIMITATION OF HOTEL
ESTABLISHMENTS

RECOMMENDATION: City Council to Discuss and Provide Staff Direction as
to Whether to Prepare an Ordinance for Review by
the Planning Commission and Subsequent
Consideration of the City Council, for Regulation and
Limitation of Hotel Establishments.

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

SUMMARY:

On November 14, 2022, the City Council directed staff to research and provide options regarding regulation and limitation of hotel establishments in the City. In particular, the area of concern is the Central Lathrop Specific Plan and Mossdale Landing development areas.

The purpose of this discussion item is to obtain input and direction from the City Council related to the establishment of new hotels in the City.

BACKGROUND:

There are two major commercial development areas along the west side of Interstate-5; the Central Lathrop Specific Plan (CLSP) and Mossdale Landing (ML). As of writing of this report, there are three approved hotels and one in review within this part of town. The approved hotels include:

- Fairfield Inn by Marriott (97 rooms), 17401 S. Manthey Rd.
- TownePlace Suites by Marriott (97 rooms), 17400 Golden Valley Pkwy.
- Homewood Suites by Hilton (112 rooms), 17100 Golden Valley Pkwy.

In addition, staff is currently processing an application to construct a Home2Suites by Hilton. This project proposes 93 guestrooms and is located at the southeast corner of Golden Valley Parkway and Stanford Crossing (15800 Golden Valley Pkwy.)

In Central Lathrop, a hotel is listed as a “Permitted Use” in the CO-CL, Commercial Office Zoning designation. This means that no discretionary review is required and the use is allowed by-right (as long as the project complies with the development standards and design guidelines of the CLSP).

**CITY MANAGERS REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
DISCUSSION ON HOTEL LIMITATIONS**

PAGE 2

In Mosssdale, a hotel requires a "Conditional Use Permit" (CUP) if located within the CH-MV, Highway Commercial and CS-MV, Service Commercial zones. A CUP requires a public hearing and the Planning Commission must make certain findings including the compatibility of the project with the surrounding area. In other words, a hotel is not allowed by-right in Mosssdale and must obtain discretionary approval from the City.

ANALYSIS:

In regards to regulation and limitation of hotels in the City, staff is proposing the following options for Council's consideration:

Option 1: Propose a development limit for new hotels in CLSP and Mosssdale. This will require an amendment to the Zoning Ordinance and Mosssdale UDC to limit the number of new hotels in these two areas of the City.

Option 2: Make no modifications to the existing process and let the market dictate the development of new hotels.

RECOMMENDATION:

Staff recommends that the City Council discuss the information contained in the presentation and provide direction.

CEQA STATUS:

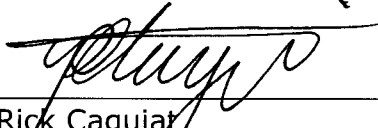
Exempt according to California Environmental Quality Act Article 5 § 15061(b)(3), by the "Common Sense Exemption".

FISCAL IMPACT:

There is no fiscal impact to the City of Lathrop, only staff time to prepare this report.

**CITY MANAGERS REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
DISCUSSION ON HOTEL LIMITATIONS**

APPROVALS:



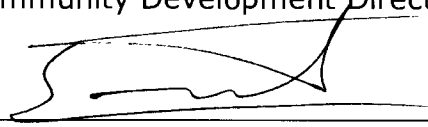
Rick Caguiat
Assistant Community Development Director

1/17/23
Date




Mark Meissner
Community Development Director

1/17/23
Date



Salvador Navarrete
City Attorney

1-17-2023
Date



Stephen J. Salvatore
City Manager

1.20.23
Date

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ITEM 5.3

CITY MANAGER'S REPORT FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING

ITEM: CONSIDER APPEAL OF THE PLANNING COMMISSION'S DECISION TO APPROVE THE LATHROP CROSSROADS INDUSTRIAL PROJECT.

RECOMMENDATION: Council to Consider the Following:

1. Consider All Written and Oral Information Presented in this Report and at the Meeting of February 13, 2023; and
2. Adopt a Resolution to Affirm the Planning Commission's Decision to Approve Resolution No. 22-15 for the Initial Study Mitigate Negative Declaration and Resolution No. 22-16 for the Site Plan Review for the Construction to construct one of the two following development options:

Option 1: One (1) 448,904 square foot warehouse building consisting of 251 total parking stalls (243 standard, 8 ADA), 144 trailer parking stalls, 13 bicycle spaces, 50 truck dock stations, and 12,000 square feet of office space.

Option 2: Three (3) warehouse buildings totaling 386,179 square feet consisting of 423 parking stalls (411 standard, 12 ADA), 62 trailer parking stalls, 13 bicycle spaces, 74 truck dock stations, and 20,000 square feet of office space.

CEQA STATUS: An Initial Study and Mitigated Negative Declaration (IS/MND) was prepared for the Lathrop Crossroads Industrial Project (State Clearinghouse No. 2022090562) to disclose potential significant environmental effects of the proposed project and identifies feasible mitigation measures that would reduce the potential significant environmental effects to a less than significant level. The IS/MND was prepared in compliance with the California Environmental Quality Act (CEQA).

**CITY MANAGERS REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
APPEAL OF LATHROP CROSSROADS INDUSTRIAL PROJECT**

PAGE 2

SUMMARY:

The Sierra Club (Delta-Sierra Group Mother Lode Chapter) filed an appeal of the Planning Commission (PC) approval of Resolution No. 22-15 and No. 22-16 for the Lathrop Crossroads Industrial Project ("the Project"). PC Resolution No. 22-15 adopts the Initial Study/Mitigated Negative Declaration (State Clearinghouse No. 2022090562) and PC Resolution No. 22-16 conditionally approves Site Plan Review No. SPR-22-64 to construct one of the following development options:

Option 1: One (1) 448,904 square foot warehouse building consisting of 251 total parking stalls (243 standard, 8 ADA), 144 trailer parking stalls, 13 bicycle spaces, 50 truck dock stations, and 12,000 square feet of office space.

Option 2: Three (3) warehouse buildings totaling 386,179 square feet consisting of 423 parking stalls (411 standard, 12 ADA), 62 trailer parking stalls, 13 bicycle spaces, 74 truck dock stations, and 20,000 square feet of office space.

The Sierra Club appealed the PC's decision on the basis that they believe the project requires further environmental review to evaluate the "energy needs and air quality impacts associated with the proposed project." Staff believes that the concerns expressed above have adequately been address in the IS/MND that was prepared for the project.

Lathrop Municipal Code 17.125.060 provides that the City Council may "confirm, modify, or reverse the action of the approving authority, in whole or in part, or add or amend such conditions as it deems necessary."

Staff recommends that the City Council affirm the decision of the Planning Commission to approve the Lathrop Crossroads Industrial Project (SPR-22-64).

BACKGROUND:

On November 30, 2022, the Planning Commission approved the Initial Study/Mitigated Negative Declaration (PC Reso. No. 22-15) and the Site Plan Review (PC Reso. No. 22-16) for the Lathrop Crossroads Industrial Project (see Attachment 3 for PC Staff Report).

The subject site is located in the Crossroads Commerce Center (formerly referred to as Crossroads Industrial Park) which was included in the City Limits of Lathrop at the time of its incorporation on July 1, 1989. The project site is located at the southwest corner of D'Arcy Parkway and Christopher Way.

**CITY MANAGERS REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
APPEAL OF LATHROP CROSSROADS INDUSTRIAL PROJECT**

The subject property is located within the Crossroads Commerce Center which is mostly developed and has been heavily disturbed by current and past land use activities. Surrounding land uses include: warehouse, outdoor storage, manufacturing, and assembly plants. The proposed project includes five parcels totaling approximately 25-acres. The 2-acre parcel along the southwest corner of D'Arcy Parkway and Christopher Way will be used as a storm drain basin for the project. The site is currently undeveloped and is used as percolation pond(s) for treated wastewater within the City. The property has a General Plan land use designation of GI, General Industrial and IG, General Industrial (General Manufacturing Crossroads Overlay District) Zoning designation. Associated site improvements include paving, landscaping, lighting, and frontage improvements.

The subject site is included as part of the environmental analysis that was performed for the Crossroads Industrial Park Environmental Impact Report (EIR) in 1989 and Supplemental EIR, prepared in 2001. The approximately 528-acre Crossroads Industrial Park project includes industrial and commercial uses, as well as a wastewater treatment facility. Development of Crossroads has proceeded over the years with installation of street improvements and utilities in conjunction with construction of new buildings. To date, approximately 90 percent of the Crossroads project is built out.

In compliance with the California Environmental Quality Act (CEQA) an Initial Study/Mitigated Negative Declaration (State Clearinghouse No. 2022090562) was prepared for this project to disclose potential significant environmental effects of the proposed project and identifies feasible mitigation measures that would reduce the potential significant environmental effects to a less than significant level.

ANALYSIS:

Planning Commission Summary

As stated above, the Planning Commission approved the Initial Study/Mitigated Negative Declaration and Site Plan Review No. SPR-22-64 for the Lathrop Crossroads Industrial Project on November 30, 2022 with a 5-0 vote. On November 30, 2022, prior to the Planning Commission meeting the Sierra Club submitted a comment letter to the Planning Division explaining their concerns in regards to air quality modeling for diesel truck toxins, truck trips, and energy impacts. Additionally the Sierra Club expressed their same concerns during the public comment period for the item at the Planning Commission meeting.

The letter is included as Attachment 4 of this staff report. BaseCamp Environmental, the consultant who completed the environmental review, was present at the November 30, 2022 meeting and provided responses to address the concerns for both the Sierra Club and Planning Commission.

**CITY MANAGERS REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
APPEAL OF LATHROP CROSSROADS INDUSTRIAL PROJECT**

PAGE 4

The BaseCamp representative Charlie Simpson (Mr. Simpson for future reference) explained that the concerns have already been addressed in the IS/MND and that the original EIR (stated above) and negative declaration addressed all of their concerns and that the new additional IS/MND specific to this project also addressed air quality with mitigation measures in place to address the environmental concerns raised of the project.

Appeal:

On December 9, 2022, the Sierra Club, submitted an application to appeal the Planning Commission's decision approving the Lathrop Crossroads Industrial Project. The Appeal Application is Attachment 6 of the staff report. The appellant states that "a complete environmental impact report must be prepared to more fully analyze the energy needs and air quality impacts associated with the proposed project." Having said that, the appellant has the following claims:

1. The appellant believes that the methodology used and reported in the IS/MND is misleading and confuses truck trips with truck mileage, and suggests that the air impact modeling considered only gasoline powered vehicles.
2. The appellant believes that the project has not fully analyzed the energy needs that may be needed for the project.
3. The appellant believes that the project lacks compliance with General Plan Implementation policy LU-5.c & LU-5.d in regards to Air Quality for a residence that is within 1,000 feet from the project site and believes the project should include a Health Risk Assessment (HRA).

Staff Response

1. The air quality impact analysis utilized the CalEEMod modeling program, which is specifically designed to address air emissions resulting from new development; CalEEMod is the accepted modeling program used by air quality management agencies and consultants throughout the state to estimate air quality impacts. The project was analyzed using the model default settings of this program. The appellant criticizes the IS/MND assumption that the project may include cold storage, which results in higher air pollutant emissions; for that very reason, the modeling for the project assumed cold storage so that the analysis would over-estimate air quality impacts, making the analysis conservative. The assertion that the non-attainment status of the area for PM2.5 emissions requires additional mitigation is incorrect. Mitigation for emissions from diesel trucks and other development-related sources are mitigated through an existing San Joaquin Valley Air Pollution Control District (SJVAPCD) regulatory program known as the Indirect Source Rule, which was discussed in the IS/MND and accepted by the SJVAPCD as adequate mitigation under CEQA.

Furthermore, as noted above, staff believes the appellant does not present any substantial evidence that the IS/MND is unclear or mistaken in its determinations regarding the potential environmental impacts or the project or the need for additional mitigation. This same information undermines the assertion that there is a "fair argument" that the project may have a significant environmental effect that is not described in the IS/MND. Despite the appellant's arguments to the contrary, staff is confident that the IS/MND that was presented to the Planning Commission provided more than ample and substantial evidence, including basis for its conclusions, to support the finding that the project, with recommended mitigation, would not have a significant effect on the environment.

2. As explained in detail in the IS/MND, the project is conditioned and will be required to comply with the adopted California Energy Code and CALGreen in effect at the time of the project construction. Compliance with these standards would reduce energy consumption associated with project operations. Project construction and operations would not consume energy resources in a manner considered wasteful, inefficient, or unnecessary.

3. The project has complied with the General Plan Implementation Policy LU-5.c & LU-5.d in regards to the requirement to complete a HRA for an industrial project. This was evaluated in the IS/MND. The SJVAPCD requires a prioritization score of 10 to trigger the need to prepare an HRA; this project received a score of 1.66, which is below the threshold to trigger the assessment.

Additionally in its October 17, 2022 letter, the SJVAPCD recommended that the City "should evaluate the risk associated with the Project for sensitive receptors," first performing a "Prioritization" using the California Air Pollution Control Officers Association's (CAPCOA) methodology. However, the SJVAPCD wrote in the same letter, unless the Prioritization score exceeds 10, the potential health risk is considered too low to require an HRA. With that said, BaseCamp performed the CAPCOA Prioritization during preparation of the IS/MND, that yielded a score of 1.66, which is well below the HRA significance threshold of 10. This information was reported in the IS/MND as justifying the determination that the project would not result in a significant health risk and therefore there is no need for a full HRA and otherwise establishing compliance with the General Plan Implementation Policies. The project as designed and conditioned meets the intent of both of these General Plan policies.

**CITY MANAGERS REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
APPEAL OF LATHROP CROSSROADS INDUSTRIAL PROJECT**

PAGE 6

Lastly, staff considers the request to consider adopting an ordinance to establish a comprehensive set of mitigation measures for all future warehouse projects as not relevant to this project. If the City Council wishes to entertain further discussion on the subject it would need to be brought forward as a City Council referral as a separate item of discussion at a future meeting.

On this basis, staff recommends that the City Council affirm the decision of the Planning Commission to approve this Project.

RECOMMENDATION:

Approve a Resolution, affirming the decision of the Planning Commission to approve Planning Commission Resolution No. 22-15 and Planning Commission Resolution No. 22-16.

FISCAL IMPACT:

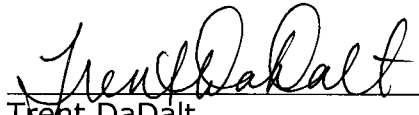
The required Appeal of Planning Commission Action application fee of \$588 was paid by the applicant. The appeal request has no fiscal impact to the City.

ATTACHMENT:

1. Resolution affirming the decision of the Planning Commission (PC) approving the Lathrop Crossroads Industrial Project, SPR-22-64 (PC Reso No. 22-15 and 22-16)
2. Approved PC Resolution No. #22-15 and PC Resolution No. #22-16
3. PC Staff Report
 - a. Item 9.1 Lathrop Crossroads Industrial Project SPR-22-64
 - b. Attachment 1 Reso 22-15 Approval of Initial Study and Mitigated Negative Declaration
 - c. Attachment 2 Reso 22-16 Approval of Site Plan Review
 - d. Attachment 3 Conditions of Approval and Final MMRP
 - e. Attachment 4 Vicinity Map
 - f. Attachment 5 Project Plans
 - g. Attachment 6 Initial Study and Mitigated Negative Declaration
 - h. Attachment 7 GSEJA Email and Letters
4. Sierra Club PC Comment Letter dated November 30, 2022
5. Draft PC Minutes for November 30, 2022 meeting
6. Appeal Application Submitted by the Sierra Club, dated December 9, 2022
7. Filed Notice of Determination (NOD) dated December 2, 2022

**CITY MANAGERS REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
APPEAL OF LATHROP CROSSROADS INDUSTRIAL PROJECT**

APPROVALS:



Trent DaDalt
Assistant Planner

2/8/2023
Date




Rick Caguiat
Assistant Community Development Director

02/08/2023
Date




Mark Meissner
Community Development Director

2/8/2023
Date



Salvador Navarrete
City Attorney

2-8-2023
Date



Stephen J. Salvatore
City Manager

2.9.23
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AFFIRM PLANNING COMMISSION APPROVAL OF RESOLUTION NO. 22-15 & PLANNING COMMISSION RESOLUTION NO. 22-16 RELATED TO THE LATHROP CROSSROADS INDUSTRIAL PROJECT (SPR-22-64)

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public meeting on November 30, 2022 and adopted Resolution No. 22-15 and Resolution No. 22-16 approving the Lathrop Crossroads Industrial Project with a 5-0 vote; and

WHEREAS, on December 9, 2022, the Sierra Club (Delta-Sierra Group Mother Lode Chapter) submitted an application to appeal the Planning Commission's decision approving the Lathrop Crossroads Industrial Project (PC Reso No. 22-15 & PC Reso. No. 22-16); and

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

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

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, based on substantial evidence in the administrative record of proceedings, its findings above, and pursuant to its independent review and consideration, does hereby affirm the decision by the Planning Commission to approve Planning Commission Resolution No. 22-15 and Planning Commission Resolution No. 22-16 related to the Lathrop Crossroads Industrial Project and deny the appeal filed by the Sierra Club (Delta-Sierra Group Mother Lode Chapter).

PASSED AND ADOPTED by the City Council of the City of Lathrop at a regular meeting on the 13th day of February, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

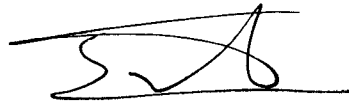
ABSENT:

SONNY DHALIWAL, MAYOR

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 22-15**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
ADOPTING THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
FOR THE LATHROP CROSSROADS INDUSTRIAL PROJECT (SPR-22-64)**

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public meeting to consider the Lathrop Crossroads Industrial Project pursuant to the Lathrop Municipal Code; and

WHEREAS, the subject parcels currently have a General Industrial (GI) General Plan designation, and are located within the General Industrial (IG, General Manufacturing Crossroads Overlay) Zoning District; and

WHEREAS, the request is for a Site Plan Review to construct the following development options: one (1) 448,904 square foot warehouse building consisting of 251 total parking stalls (243 standard, 8 ADA), 144 trailer parking stalls, 13 bicycle spaces, 50 truck dock stations, and 12,000 square feet of office space, OR three (3) warehouse buildings totaling 386,179 square feet consisting of 423 parking stalls (411 standard, 12 ADA), 62 trailer parking stalls, 13 bicycle spaces, 74 truck dock stations, and 20,000 square feet of office space. The project will include various improvements such as landscaping, lighting, and extension of public utilities; and

WHEREAS the property is located at 1101 D'Arcy Parkway (APN: 198-130-54, -55, -56, -57, -58); and

WHEREAS, in accordance with Public Resource Code Section 21000 et. seq. and State CEQA Guidelines Section 15000 et. seq., the City of Lathrop prepared and circulated an Initial Study and Mitigated Negative Declaration for a 20-day public review period beginning September 28, 2022 and ending October 18, 2022, that evaluated the potential environmental effects of the proposed project; and

WHEREAS, the Planning Commission has independently reviewed the information contained in the Initial Study/Negative Declaration for the project and any comments received during the public review period; and

WHEREAS, the Planning Commission has utilized its own independent judgment in adopting the Initial Study/Mitigated Negative Declaration; and

WHEREAS, on the basis of the whole record before the Planning Commission, which is documented in the project files of the City of Lathrop Community Development Department, it was determined that although the proposed project could have a significant effect on the environment, required mitigation measures will be implemented to reduce these effects to a less than significant level. Mitigation measures are incorporated and included as part of the Conditions of Approval for the project; and

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

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, hereby adopts the Initial Study and Mitigated Negative Declaration attached and incorporated by reference herein (Attachment 6 of the November 30, 2022 Staff Report), as the appropriate environmental document for the Lathrop Crossroads Industrial Project pursuant to CEQA.

PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a Special meeting on the 30th day of November, 2022 by the following vote:

AYES: Rhodes, Gatto, Ishihara, Ralmilay, Jackson

NOES: None

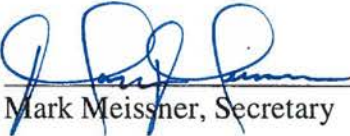
ABSTAIN: None

ABSENT: None



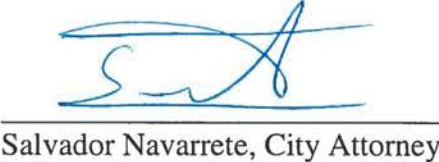
Gloryanna Rhodes, Chair

ATTEST:



Mark Meissner, Secretary

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 22-16**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
APPROVING A SITE PLAN REVIEW FOR THE PROPOSED LATHROP
CROSSROADS INDUSTRIAL PROJECT (SPR-22-64)**

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public meeting to consider the Lathrop Crossroads Industrial project pursuant to the Lathrop Municipal Code; and

WHEREAS, the request is for a Site Plan Review to construct the following development options: one (1) 448,904 square foot warehouse building consisting of 251 total parking stalls (243 standard, 8 ADA), 144 trailer parking stalls, 13 bicycle spaces, 50 truck dock stations, and 12,000 square feet of office space, OR three (3) warehouse buildings totaling 386,179 square feet consisting of 423 parking stalls (411 standard, 12 ADA), 62 trailer parking stalls, 13 bicycle spaces, 74 truck dock stations, and 20,000 square feet of office space. The project will include various improvements such as landscaping, lighting, and extension of public utilities; and

WHEREAS, the property is located at 1101 D'Arcy Parkway (APN: 198-130-54, -55, -56, -57, -58); and

WHEREAS, the subject parcels are located in a General Industrial (GI) General Plan designation, and are located within the General Industrial (IG, General Manufacturing Crossroads Overlay) Zoning District; and

WHEREAS, in accordance with Public Resource Code Section 21000 et. seq. and State CEQA Guidelines Section 15000 et. seq., the City of Lathrop prepared and circulated an Initial Study and Mitigated Negative Declaration for a 20-day public review period beginning September 28, 2022 and ending October 18, 2022, that evaluated the potential environmental effects of the proposed project; and

WHEREAS, on the basis of the whole record before the Planning Commission, which is documented in the project files of the City of Lathrop Community Development Department, it was determined that although the proposed project could have a significant effect on the environment, required mitigation measures will be implemented to reduce these effects to a less than significant level. Mitigation measures are incorporated and included as part of the Conditions of Approval for the project; and

WHEREAS, the proposed project meets all setback, parking, landscaping and lot coverage and setback requirements of the Lathrop Municipal Code; and

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

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lathrop does hereby make the following findings:

1. Site Plan Review Findings. Pursuant to Section 17.100.050 of the Lathrop Municipal Code (LMC), the Planning Commission finds as follows:
 - a. The proposed Site Plan Review complies with all applicable provisions of Chapter 17.100;
 - b. The proposed Site Plan Review is consistent with the site improvements listed in Chapter 17.100 (a. through i.) and improvements are such that traffic congestion is avoided and pedestrian and vehicular safety and welfare are protected and there will not be adverse effects on surrounding properties;
 - c. Proposed lighting for the project area is so arranged as to deflect away from adjoining properties; and
 - d. The proposed Site Plan Review is compatible with surrounding land uses and will not be detrimental to the health, safety and general welfare of the City.
2. The Planning Commission finds that the proposed project is consistent with the General Industrial land use goals and policies the City of Lathrop General Plan, and will comply with the requirements of the Zoning Ordinance and design standards of the Lathrop Municipal Code upon development, as conditioned.
3. The Planning Commission finds that the requirements and conditions of this resolution are reasonable in preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general, and the persons who work in or visit the development in particular.
4. The Planning Commission finds that although the proposed project could have a significant effect on the environment, required mitigation measures will be implemented to reduce these effects to a less than significant level. Mitigation measures are incorporated and included as part of the Conditions of Approval for the project.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby Approve Site Plan Review No. SPR-22-64, subject to the Conditions of Approval listed as Attachment #3 of the November 30, 2022 Staff Report, incorporated by reference herein.

PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a Special meeting on the 30th day of November 2022 by the following vote:

AYES: Rhodes, Gatto, Ishihara, Ralmilay, Jackson

NOES: None

ABSTAIN: None

ABSENT: None



Gloryanna Rhodes, Chair

ATTEST:



Mark Meissner, Secretary

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Attachment 3

Lathrop Crossroads Industrial SPR-22-64

Planning Commission Staff Report dated November 30, 2022

Due to the size of this document, it has not been reproduced in the staff report. A digital copy of the document is available for viewing and download on the City of Lathrop website at

<https://www.ci.lathrop.ca.us/bc-pc/page/planning-commission-special-meeting-november-30-2022-0>

Individuals that are unable to access the digital copy of the document at the website listed above or require a CD or thumb drive containing a copy of the document should contact Planning Staff at planning@ci.lathrop.ca.us or (209) 941-7290 to obtain a copy.



November 30, 2022

City of Lathrop Planning Commissioners
390 Towne Centre Drive
Lathrop, California
Via planning@ci.lathrop.ca.us

Re: 9.1 Lathrop Crossroads Industrial Project Site Plan Review SPR-22-64; Initial Study/Mitigated Negative Declaration for the Lathrop Crossroads Industrial Project located at 1101 D'Arcy Parkway, Lathrop, CA

Dear Lathrop Planning Commissioners,

We request that the Initial Study/Mitigated Negative Declaration for the Lathrop Crossroads Industrial Project not be adopted, nor either project options approved. Instead a complete EIR must be prepared to more fully analyze the energy needs and air quality impacts associated with either of the proposed projects, option 1 or option 2. Attached is an excerpt of the Initial Study/Mitigated Negative Declaration for the Lathrop Crossroads Industrial Project sections that are the basis for additional environmental review.

The Attorney General's office has prepared a best practices document, which outlines additional mitigation measures not included for consideration.

Warehouses over 100,000 can generate significant truck trips (approximately 10,638 miles daily is the estimate) that negatively impact air quality and our region is classified as non-attainment and issues relating to PM2.5 exist which must be mitigated. The air quality modelling that was performed was for gasoline engine and the land use specified as a refrigerated warehouse. Refrigerated warehouses require refrigerated diesel trucks for transport. While the hazards of diesel were discussed, the air quality impacts associated with diesel trucks was not considered. The large size of the parking lot suggests that there will be the possibility of overnight truck parking which must be mitigated by having electric plug ins so that the diesel engines do not run continuously emitting the hazardous emissions referenced in the initial study.

We urge further review of possible mitigation measures to lessen the impact on residents and nearby communities

Sincerely,

Mary Elizabeth, M.S., R.E.H.S.
Delta-Sierra Group Conservation Chair, Sierra Club
mebeth@outlook.com

Excerpts of the Initial Study¹

Project Description: The project proposes to develop approximately 25 acres of vacant land currently used for percolation of treated wastewater. Two development options are proposed: 1) a single building of approximately 453,904 square feet of floor area; 2) development of three buildings with a total floor area of 396,179 square feet. Under both options, the buildings would be available for manufacturing or warehouse activities. Access would be provided from adjacent D’Arcy Parkway. New on-site water and sewer lines would be connected to existing City mains in the adjacent street vicinity; the project proposes a storm drainage collection system that would include detention ponds and that would ultimately discharge into the City’s storm drainage system

As indicated in the CalEEMod run (see Appendix A), the maximum VMT generated by traffic associated with project development (under Alternative 1) would be 3,882,805 annually under unmitigated conditions, or approximately 10,638 miles daily. Based on estimates by SJCOG, such vehicle traffic would consume approximately 304,212 gallons of gasoline and diesel fuel daily. With the project features and regulations that would mitigate GHG emissions, as described in Chapter 10.0, Greenhouse Gas Emissions, total annual maximum VMT would be 3,254,657, or 8,917 miles daily. Project vehicle traffic under this condition would consume approximately 254,998 gallons of gasoline and diesel fuel daily - a decrease of approximately 16.2% from business-as-usual conditions. Under the Alternative 2 scenario, daily gasoline and diesel fuel consumption under unmitigated and mitigated conditions would be approximately 262,632 gallons and 220,957 gallons, respectively.

APPENDIX A AIR QUALITY MODELING RESULTS

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Refrigerated Warehouse-No Rail	458.90	1000sqft	21.43	458,904.00	0
Parking Lot	395.00	Space	3.55	158,000.00	0

¹ https://files.ceganet.opr.ca.gov/281901-1/attachment/AmW0WZz7d8MqB6w6QtPL4uj4HnLajLTPjGL9v4j-MB_JlB7isEJ9ATjYvsymJmzdue3y82NK3Ww5cw60

**CITY OF LATHROP
PLANNING COMMISSION
SPECIAL MEETING
NOVEMBER 30, 2022**

MINUTES

1. CALL TO ORDER

Meeting was called to order by Chair Rhodes for the November 30, 2022 Special Planning Commission meeting at 6:00 P.M.

2. ROLL CALL

PRESENT: Rhodes, Ishihara, Gatto, Ralmilay, Jackson

ABSENT: None

Staff Present: Salvador Navarrete, City Attorney; Mark Meissner, Community Development Director; Brad Taylor, City Engineer; Trent DaDalt, Assistant Planner; and Maria Hermosilla, Executive Assistant

3. PLEDGE OF ALLEGIANCE

4. DECLARATION OF CONFLICT OF INTEREST

None

5. PUBLIC COMMENT

None

6. AGENDA MODIFICATIONS

None

7. APPROVAL OF MINUTES

7.1 October 19, 2022 – Regular Meeting

(M) Jackson (S) Gatto to approve the October 19, 2022 minutes

Ayes: Ishihara, Ralmilay, Gatto, Jackson
Noes: None
Absent: None
Abstain: Rhodes
Motion Carries: 4-0-0-1

8. PUBLIC HEARING ITEMS

None

9. SCHEDULED ITEMS

9.1 Lathrop Crossroads Industrial Project Site Plan Review SPR-22-64

Mr. DaDalt made the presentation.

Chair Rhodes opened discussion to questions from commissioners.

Commissioner Ralmilay asked if the roadways could handle the additional 144-truck trips. Mr. Taylor replied that sufficient capacities are included in the project's traffic analysis.

Chair Rhodes inquired about overhead PGE transmission lines in the area. Mr. Taylor explained the various PGE projects in the area.

Chair Rhodes opened discussion to the public.

Referring to the previously submitted comment letter, Mary Elizabeth of the Delta Sierra Organization (by Zoom) claimed that the project used inappropriate air quality modeling because it did not consider toxins associated with diesel trucks commonly used for refrigerated warehouses. She added that CEQA requires a full disclosure of impacts associated with the project and that the number of truck trips was not disclosed as well. She suggested that a full EIR should be prepared instead of an IS/MND in order to correctly assess air quality and other energy impacts associated with refrigerated warehouses.

Chair Rhodes acknowledged receipt of the Delta Sierra Comment letter.

Margo Praus, Chair of the local Sierra Group (by Zoom), agreed with Mary Elizabeth comments. Ms. Praus hopes the Planning Commission will reconsider the impacts of the project. She stated that numerous similar projects within the county have cumulative environmental and health impacts to both the citizen and the region. She demanded the City utilize the updated Attorney General's Warehouse best practice report as a minimum standard for warehousing projects. She claimed that the project did not look at green alternatives such as solar, zero emission vehicles, etc. and other mitigation efforts recommended in the State Attorney General's report.

Isabella Gomez, resident and Local 595 Union member, asked for support of the project. She felt that the project is in the right [Industrial] location and there should be no traffic impact to any residential areas. In addition, Richland Communities is committed to supporting the local construction workforce that will benefit the people wanting to work closer to home.

Jason Lindsey, Ironworkers Union President, urged the Planning Commission to approve the project. He pointed out that the project is consistent with City's General Plan and he acknowledged Richland's desire to be a good corporate partner to Lathrop as a community.

Brian Cooley, Richland Communities, thanked the commission for rescheduling the special meeting to accommodate the project. He was excited to bring more jobs and work with local trades within the City. In response to the comments regarding shortfalls in the project's environmental analysis, he pointed out that the IS/MND is tiered off the original EIR for Crossroads that contemplated the proposed development in the area. He is confident that the issues brought up by previous speakers were addressed in the CEQA document and the COA attached to the project.

Mary Kenefick spoke (by Zoom) and asked if there is an additional process of approval for the project. Although she is in favor of businesses and development that would bring jobs, she reminded the commission of the lingering pollution, traffic and other negative effects the project will bring to both Lathrop and Manteca citizens. She noted that emissions and effects do not stay within the property boundaries. She urged the Planning Commission to do their homework and not "rubber stamp" the project.

Isabella Gomez reminded the commission to think about the economic benefit of the project.

Responding to Mary Kenefick's comments, Chair Rhodes and Commissioner Gatto emphasized that the City [Planning Commission] is doing their due diligence and noted that previous projects through the years, specifically in Crossroads, were carefully reviewed before considering their approval.

Commissioners Ishihara reminded everyone that Crossroads businesses were financially beneficial to the City during economic downturn.

Commissioner Jackson wanted to ensure that a cumulative environmental study was done to determine the need for more measures.

Charlie Simpson, Environmental Consultant for the project, came forward to support the project's environmental studies. He responded to Sierra Club's comments by explaining how the original EIR and the negative declaration have addressed all stated concerns. He confirmed that the existing EIR, MND and supporting air quality report, and mitigation measures address environmental factors associated with the project.

Ms. Kenefick pointed out that, similar to Manteca CenterPoint Project, the EIR is outdated. She suggested that the Planning Commission should look at population growth between the communities in the intervening years before concluding that an EIR or any other mitigations are not necessary and casually approve the project.

Chair Rhodes reminded everyone that CenterPoint is a Manteca project. She also pointed out that the City of Lathrop has been very responsive to environmental interests thru the years. Commissioners Gatto and Jackson added that City staff has done a remarkable job in putting together a great project. Commissioner Jackson urged staff to provide diesel emissions study to satisfy the public. Mr. Simpson explained that the project used the best available information in using the statewide-accepted model to estimate air emissions. He offered to provide the commission data that would support his claim. Commissioner Jackson concurred.

MOTION

Moved by Commissioner Ishihara, Second by Commissioner Ralmilay to adopt Planning Commission Resolution 22-15 adopting the Initial Study/Mitigated Negative Declaration for the Lathrop Crossroads Industrial Project (SPR-22-64).

Ayes: Rhodes, Ishihara, Gatto, Ralmilay, Jackson

Noes: None

Absent: None

Abstain: None

Motion Carries: 5-0-0-0

Moved by Commissioner Ishihara, Second by Commissioner Gatto to adopt Planning Commission Resolution 22-16 approving a Site Plan Review for the proposed Lathrop Crossroads Industrial Project (SPR-22-64).

Ayes: Rhodes, Ishihara, Gatto, Ralmilay, Jackson
Noes: None
Absent: None
Abstain: None
Motion Carries: 5-0-0-0

Chair Rhodes reminded staff to send the requested information to the Commissioners.

10. STAFF COMMENTS

Mr. Meissner gave updates on various projects within the City. A discussion ensued and staff fielded questions.

11. PLANNING COMMISSION COMMENTS

Commissioner Jackson asked about the new palm trees on median landscaping. Mr. Taylor explained that it was part of Council's plan to beautify as well as support economic growth in the City. Chair Rhodes praised City Council for this effort.

Chair Rhodes called staff's attention to the quality of some paving projects. Mr. Taylor noted that roadway improvements are going to be inspected prior to Council's acceptance.

Commissioner Ralmilay noted the increased I-5 traffic on Louise Ave. near I-5. Mr. Taylor talked about the Louise Ave/I-5 interchange designs to improve traffic flow and timing of construction on these improvements.

Commissioner Ishihara thanked staff for their hard work.

12. ADJOURNMENT

Chair Rhodes adjourned the meeting at 7:54 PM.



Community Development Department
Planning Division

390 Towne Centre Drive- Lathrop, CA 95330
Phone (209) 941-7290 - Fax (209) 941-7268
www.ci.lathrop.ca.us

APPEAL OF PLANNING COMMISSION

Initial Study and Mitigated Negative Declaration and the Site Plan Review for the Lathrop
LOCATION: Crossroads Industrial Site Plan Review No. SPR-22-64.

PROPERTY OWNER: RICHLAND COMMUNITIES

APPLICANT (IF OTHER THAN OWNER): SIERRA CLUB

P.O. BOX 9258 STOCKTON 95209 209-641-3380
Address Phone Number *(Eric Jantrey)*

DATE OF ORIGINAL APPROVAL: 11.30.2022

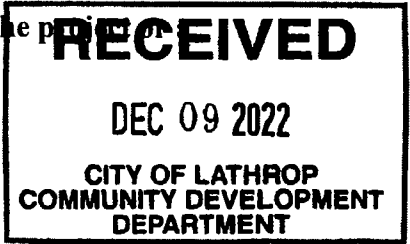
EXPIRATION DATE: 12.10.2022

BASIS FOR REQUEST: SEE ATTACHED LETTER
THESE MATERIALS HAVE ALSO BEEN
E-MAILED TO PLANNING@CI.LATHROP.CA.US

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

REQUIREMENTS FOR SUBMITTAL

1. A complete and signed original application. Please note that all property owners or their authorized agent (attach proof of agent) must sign the application form.
2. Payment of an application fee of \$588.00 due and payable at the time the application is filed with the Planning Division Office. The application fee is non-refundable.
3. A copy of the recorded deed(s) for all properties involved in the preliminary title report if not already on file with the City.





December 9, 2022

City of Lathrop City Council
390 Towne Centre Drive
Lathrop, California
Via hand delivery

Re: Appeal of Planning Commission approval of Lathrop Crossroads Industrial Project Site Plan Review SPR-22-64; and Initial Study/Mitigated Negative Declaration

Dear Lathrop City Council:

The Sierra Club formally submits this appeal, with accompanying fee, of the Planning Commission approval of the Lathrop Crossroads Industrial Project Site Plan Review SPR-22-64; and Initial Study/Mitigated Negative Declaration by the Lathrop Planning Commission on November 30, 2022.

We have attached several documents that support our appeal. The Council should consider these materials, including the additional air quality and other mitigation measures that have recently been recommended and adopted by the Stockton City Council for a similar large warehouse project, the Mariposa project, on December 6, 2022 (Attachment A). The entire record of the decision by the Stockton Council, including the revised final environmental impact report, may be viewed at <https://stockton.legistar.com/LegislationDetail.aspx?ID=5951308&GUID=F2A901E7-F7C3-43A6-8C1B-6FBAD8A3F4BE>.

Background

San Joaquin County along with other inland areas of California have seen an explosion of very large warehouse development due to demand from Internet shopping. Distribution warehouses have been concentrated in locations with access to major metropolitan markets in southern and northern California such as the Inland Empire (Riverside and San Bernardino counties) and now in San Joaquin and other counties of the Central Valley. These projects have the potential, if not adequately mitigated, for adding large numbers of heavy duty trucks and contributing to an increase in poor air quality in the Central Valley.

The Sierra Club together with other community organizations has been actively involved in warehouse projects throughout the state and has secured very meaningful mitigation programs along with environmental justice and community organization to address heavy duty diesel truck emissions and protect the primarily disadvantaged neighborhoods that are most affected by the new warehouses.

The issue of requiring adequate mitigation for local distribution warehouse projects has recently come to the attention of the State Attorney General's Office (AG). The office has recently published a very helpful guide, updated in 2022, called "Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act" (Attachment C) and has become actively involved in commenting on projects and negotiating with local agencies to secure additional needed mitigation. The Sierra Club appreciates the AG's actions and has worked to support their advocacy in several cities.

For example, earlier this year the Sierra Club initiated litigation and negotiated a settlement agreement with the City of Fontana. The AG also negotiated a memorandum of agreement in Fontana to resolve air quality and other issues for a large warehouse project located adjacent to a high school (see <https://oag.ca.gov/news/press-releases/attorney-general-bonta-announces-innovative-settlement-city-fontana-address>).

Additional Mitigation Measures Approved by Stockton City Council

Most recently, the AG and the Sierra Club engaged in extensive negotiations with the City of Stockton over the proposed Mariposa warehouse project. Significantly, the City of Stockton and the applicant (Greenlaw Partners LLC/Grupe) have agreed to incorporate several additional air quality and greenhouse gas emission mitigation measures which were added to the approved final environmental impact report and mitigation monitoring program.

On December 6, 2022 the Stockton City Council approved the project along with the Sierra Club settlement agreement (Attachment A) and the AG's memorandum of agreement (Attachment C).

The memorandum of agreement with the AG commits the City to consider adoption of an ordinance by the end of 2023 which would apply these measures to all approved industrial projects over 100,000 square feet.

The additional measures require, among other details, that:

- The City will draft and consider a comprehensive Warehouse Sustainability Ordinance for future projects that establishes development standards for the construction of industrial warehousing and distribution facilities that exceed 100,000 square feet before December 31, 2023.
- The project shall include sufficient solar panels to provide power for the operation's base power use at the start of operations and as base power use demand increases.
- The project shall adopt standards to provide 100% electrification under the clean fleet requirements. The property owner/tenant/lessee shall ensure that all heavy-duty trucks (Class 7 and 8) domiciled on the project site are model year 2014 or later from start of operations and shall expedite a transition to zero-emission vehicles, with the fleet fully zero-emission by December 31, 2025 or when commercially available for the intended application, whichever date is later.

- The property owner/tenant/lessee shall utilize a "clean fleet" of vehicles/delivery vans/trucks (Class 2 through 6) as part of business operations
- The Operator shall submit a condition of approval compliance report within 30 days of, but not later than, the following dates: December 31, 2023, December 31, 2025, and December 31, 2027. The report shall outline clean fleet requirements applicable at each report interval and include documentation demonstrating compliance with each requirement.
- At all times during project operation, owners, operators or tenants shall be required to provide electric charging facilities on the project site sufficient to charge all electric trucks domiciled on the site and such facilities shall be made available for all electric trucks that use the project site.
- The Applicant will provide \$200,000 to a non-profit organization serving disadvantaged residents of San Joaquin County approved by the City's Community Development Director, to fund a program to reduce exposure to emissions and noise from vehicle and truck traffic and industrial operations, for residents located within the project vicinity. The program may fund or reimburse home air filtration systems, HVAC modifications, window replacements, weather stripping, or similar improvements; publicly available electric vehicle charging station(s); and/or air quality monitoring sensors with publicly available real time data.

As part of this appeal, we are requesting that the City of Lathrop approve similar measures for the Crossroad and other warehouse projects. We also request that the City of Lathrop consider adopting an ordinance to set a comprehensive set of mitigation measures for the approval of all future warehouse projects in the city. We are making similar requests in comment letters on pending warehouse projects in the cities of Tracy and Manteca, and in unincorporated San Joaquin County.

If enacted by all jurisdictions in San Joaquin County, a standard set of air quality and greenhouse gas emission standards will create a level playing field for all warehouse developers and protect the health of San Joaquin County residents and lessen the impacts of climate change.

Appeal

The Sierra Club has legal standing to appeal and challenge the Planning Commission's approval of the Crossroads Industrial Project. Representatives of our organization submitted a timely comment letter prior to the Planning Commission hearing, and attended the hearing in person and testified.

In our letter of November 30 (Attachment D) and at the hearing, our members urged the Commission not to approve the Initial Study/Mitigated Negative Declaration and not to approve the project. Our letter and testimony stated that a complete environmental impact report must be prepared to more fully analyze the energy needs and air quality impacts associated with the proposed project.

Our representatives noted that additional practical mitigation measures to reduce impacts related to air quality, greenhouse gas, and other impacts have recently been considered by other agencies and recommended by the State Attorney General's Office and should be required for this large warehouse project.

Members of the Lathrop Planning Commission rejected these arguments and stated that additional measures had not been formally approved by other cities in the county and that Lathrop would not require additional measures until other jurisdictions had acted.

The Initial Study/Mitigated Negative Declaration is Deficient under the California Environmental Quality Act

As we noted in our letter to the Planning Commission, the Initial Study/Mitigated Negative Declaration (IS/MND) is inadequate in terms of its analysis and mitigation for air quality, greenhouse gas emissions, and transportation impacts. An environmental impact report (EIR) must be prepared to more fully analyze the impacts associated with the proposed project.

Incredibly, the air quality analysis in the IS/MND finds that all potential impacts are "less than significant." The analysis relies solely on questionable and undocumented calculations under the San Joaquin Valley Air Pollution Control District significance thresholds. The air quality analysis fails to even mention the AG's detailed Best Practices publication and fails to require any of the several dozen mitigation measure that the AG recommends be applied to warehouse projects over 100,000 square feet in size.

As we noted in our letter of November 30 to the Planning Commission, warehouses over 100,000 can generate significant truck trips (approximately 10,638 miles daily is the estimate) that negatively impact air quality. Our region is classified as non-attainment and issues relating to PM_{2.5} exist which must be mitigated. The air quality modelling that was performed was for gasoline engine and the land use specified as a refrigerated warehouse. Refrigerated warehouses require refrigerated diesel trucks for transport. While the hazards of diesel were discussed, the air quality impacts associated with diesel trucks were not considered. The large size of the parking lot suggests that there will be the possibility of overnight truck parking which must be mitigated by having electric plug ins so that the diesel engines do not run continuously emitting the hazardous emissions referenced in the initial study. The reasoning for trip distances used in the modelling must be explained and trip numbers must be supported with a traffic study. Emissions related to transport refrigeration units (TRUs) associated with the potential high-cube cold storage facility cannot be ignored and these emissions must be mitigated.

The IS/MND fails to include a Health Risk Assessment (HRA). The analysis ignores key Lathrop General Plan polices that require such an assessment when residences within 1,000 feet are affected by warehouse development. The IS/MND notes that the nearest residence is 650 feet from the project site. General Plan Policy LU-5.5 states: "Ensure that industrial development projects, including warehouse, distribution, logistics, and fulfillment projects, mitigate adverse impacts

(including health risks and nuisances) to nearby residential land uses and other existing and planned sensitive receptors.”

Implementation Action LU-5.c requires:

“When industrial projects, including warehouse projects, fulfillment centers, and other projects that may generate high volumes of truck trips and/or air quality emissions are proposed within 1,000 feet of existing or planned residential uses or other sensitive receptors, the City shall require the preparation of a Health Risk Assessment (HRA) that meets the standards established by the Office of Environmental Health Hazard Assessment (OEHHA), and the San Joaquin Valley Air Pollution Control District (SJVAPCD). Projects shall not be approved until it can be demonstrated that the project would not result in an exceedance of the established thresholds of significance for public health risks at nearby sensitive receptors.”

Implementation Action LU-5.d further requires:

“When industrial projects, including warehouse projects, fulfillment centers, and other projects that may generate high volumes of truck trips and/or air quality emissions are proposed within 1,000 feet of existing or planned residential uses or other sensitive receptors, the City shall require the implementation of best management practices (BMPs) to reduce pollution exposure to sensitive receptors, particularly diesel particulate matter (DPM). The appropriate BMPs shall be established on a case-by-case basis, and should consider the following tools, methods, and approaches:”

The analysis in the IS/MND is inconsistent with these and other General Plan policies.

A “Fair Argument” Has Been Raised about the Inadequate Analysis of Air Quality, Greenhouse Gas, and Health Impacts of the Project and an EIR Must be Prepared

The California Environmental Quality Act (CEQA) establishes a “low threshold” for initial preparation of an environmental impact report (EIR), especially in the face of conflicting assertions concerning the possible effects of a proposed project. *Pocket Protectors* 124 Cal.App.4th at 928. CEQA provides that a lead agency may issue a negative declaration and avoid preparing an EIR only if “[t]here is *no* substantial evidence, in light of the whole record before the lead agency, that the Project may have a significant effect on the environment.” Pub. Resources Code § 21080(c)(1) (emphasis added). A lead agency may adopt a mitigated negative declaration only when all potentially significant impacts of a project will be avoided or reduced to insignificance. *Id.* § 21080(c)(2); Guidelines § 15070(b). A mitigated negative declaration will also be set aside if the proponent’s conclusions are not based on substantial evidence in the record. See *Sundstrom v. County of Mendocino* (1988) 202 Cal.App.3d 296, 311.

An initial study must provide the factual basis, with analysis included, for making the determination that no significant impact will result from the project. Guidelines § 15063(d)(3). In making this determination, the agency must consider the direct and indirect impacts of the project as a whole

(Guidelines § 15064(d)), as well as the project's cumulative impacts (see *City of Antioch v. City Council of Pittsburg* (1986) 187 Cal.App.3d 1325, 1332-33).

An agency must prepare an EIR whenever it is presented with a "fair argument" that a project *may* have a significant effect on the environment, even if there is also substantial evidence to indicate that the impact is not significant. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68, 75; see also *Friends of B Street v. City of Hayward* (1980) 106 Cal.App.3d 988; Guidelines § 15064(f)(1). Where there are conflicting opinions regarding the significance of an impact, the agency *must* treat the impact as significant and prepare an EIR. *Stanislaus Audubon Society v. County of Stanislaus* (1995) 33 Cal.App.4th 144, 150-51; Guidelines § 15064(f)(1).

Here, the City must prepare an EIR because, as set forth below, there is a fair argument that the project will cause significant impacts related to air quality, greenhouse gases and health risk. A revised environmental document must include a detailed and thorough analysis, fully disclosing with data, the project's likely impacts so that informed decisions about the project can be made, and identify effective mitigation measures and alternatives that could reduce these impacts.

Conclusion

The City of Lathrop, along with the other jurisdictions in San Joaquin County must to address the very serious health, air pollution, and energy impacts of the rapidly growing distribution warehouse development in our communities. Applicants must do all that is possible to minimize the very real environmental impacts that warehouse development projects pose.

We are available to meet with your staff and applicants at any time to further discuss the programs that may be implemented to achieve our mutual goals.

Sincerely,

s/s Margo Praus, Chair

Delta-Sierra Group, Sierra Club

cc: Scott Lichtig, California Attorney General's Office
Stanley Armstrong, California Air Resources Board
Patia Siong and Harout Sagherian, San Joaquin Valley Air Pollution Control District
Heather Minner and Winter King, Shute, Mihaly, Weinberger
Harrison Beck, Sierra Club Environmental Law Program

Attachment A: Sierra Club Settlement Agreement with City of Stockton

Attachment B: Attorney General's report "Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act"

Attachment C: Attorney General's Memorandum of Agreement with City of Stockton

Attachment D: Sierra Club letter of November 30 to Lathrop Planning Commission

ATTACHMENT A

SIERRA CLUB SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release of All Claims (“Agreement”) is entered into by and between the Sierra Club, a California nonprofit public benefit association, the City of Stockton (“City”), a municipal services corporation, and Greenlaw Development, LLC, a California limited liability company (“Developer”), (collectively referred to as “Parties” or singularly “Party”), to terminate fully and finally all disputes concerning the matters set forth below.

RECITALS

WHEREAS, Developer, proposes to develop an approximately 203-acre site in the South Stockton area commonly known as the Mariposa Industrial Park for light industrial land uses (the “Project”). The conceptual site plan proposes construction and operation of 3,616,870 square feet of warehouse and ancillary office uses, approximately 1,831 auto parking spaces, 1,107 truck and trailer parking spaces, and related infrastructure. Developer has applied to the City for the following project approvals: (1) adoption of a Resolution certifying the Mariposa Industrial Park Environmental Impact Report (SCH #2020120283) (“EIR”), including a Statement of Overriding Considerations, and adoption of a Mitigation Monitoring and Reporting Program (“MMRP”); and (2) adoption of an Ordinance for the Pre-zoning of APNs 179-220-10; -11; -12; -13; -16; -17; -18-; 19; and -24 (the “Property”) to Industrial, Limited (IL); and (3) adoption an Ordinance for a Development Agreement; and (4) adoption of a Resolution authorizing the filing of an annexation application with the San Joaquin Local Agency Formation Commission (collectively the “Project Approvals”); and

WHEREAS, The Sierra Club and the California Attorney General submitted comments on the EIR requesting that additional air quality and other mitigation measures be included in the EIR and MMRP for the Project and that a fund to mitigate impacts on affected residents be created; and

WHEREAS, the Parties wish to resolve fully and finally all disputes which may exist between the Parties concerning the Project Approvals.

NOW, THEREFORE, based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained above and incorporated in full below, the Parties agree as follows:

AGREEMENT

For good and valuable consideration, the receipt of which is acknowledged by each Party hereto, the Parties promise and agree as follows:

1. If the City approves the Project, and (i) the certified EIR and adopted MMRP include all of the Mitigation Measures in the attached Mariposa Industrial Project Enhanced Measures, and (ii) the authorized Development Agreement includes all of the revised terms in the attached Mariposa Industrial Project Enhanced Measures, then (iii) neither the Sierra Club nor any of its affiliates will file any complaints, claims, grievances, special proceedings or any other actions against the City or Developer with any state,

- federal, or local agency or court challenging the Project Approvals or the proposed annexation of the Project site to the City of Stockton. If an affiliate of the Sierra Club is determined to have made a challenge to the Project Approvals or the proposed annexation of the Project site to the City of Stockton in violation of this Section 1, such violation shall constitute a breach of this Agreement by the Sierra Club.
2. The City will draft and consider a comprehensive Warehouse Sustainability Ordinance for future projects that establishes development standards for the construction of industrial warehousing and distribution facilities that exceed 100,000 square feet subject to periodic review for consistency with current regulatory agency recommendations before December 31, 2023. The City may incorporate the addition of warehouse sustainability requirements through its current Development Code revision/update process, provided that the ordinance is considered before December 31, 2023. City staff shall recommend adoption of the ordinance.
 3. The City agrees that the Mitigation Measures in the attached Mariposa Industrial Project Enhanced Measures are designed to mitigate potentially significant environmental impacts of warehouse projects. If, prior to adopting the Warehouse Sustainability Ordinance, the City considers approving a project that proposes to develop industrial warehousing or distribution facilities that exceed 100,000 square feet, the City shall include all such applicable measures from the Mariposa Industrial Project Enhanced Measures in any Environmental Impact Report or Mitigated Negative Declaration for the project and consider requiring the project to comply with them.
 4. Developer agrees to comply with the attached Mariposa Industrial Project Enhanced Measures and will comply with all applicable City building code requirements.
 5. If the City approves the Project, the City will coordinate with the County of San Joaquin to develop and install signage prohibiting non-emergency vehicle access to the project site from Clark Drive or Marfargoa Road. Developer will be responsible for the costs of signage determined to be appropriate by the City and the County.
 6. Developer shall pay Sierra Club \$34,350 as reimbursement for Sierra Club's attorney's fees and costs incurred in the administrative phase of the Project Approvals. Payment shall be made to the Shute, Mihaly & Weinberger LLP trust account. Developer shall make this payment within ten (10) days of the expiration of the statute of limitations set forth in Section 21167 of the Public Resources Code on actions or proceedings to attack, review, set aside, void, or annul the City of Stockton's determination of CEQA compliance for the Project Approvals, provided that no such action or proceeding has been initiated by the Sierra Club or its affiliates.
 7. This Agreement shall be effective and binding upon the Parties only after the execution of both (1) this Agreement by all parties, and (2) the execution of a Memorandum of Understanding between the California Attorney General and the City relating to the City considering an ordinance to establish development standards for industrial warehouse land uses.

8. Miscellaneous.

- a. **Exclusive Remedies.** The Parties' sole and exclusive remedy for breach of this Agreement shall be an action for specific performance or injunction. In no event shall any Party be entitled to monetary damages for breach of this Agreement. In addition, no legal action for specific performance or injunction shall be brought or maintained until: (a) the non-breaching Party provides written notice to the breaching Party which explains with particularity the nature of the claimed breach, and (b) within thirty (30) days after receipt of said notice, the breaching Party fails to cure the claimed breach or, in the case of a claimed breach which cannot be reasonably remedied within a thirty (30) day period, the breaching Party fails to commence to cure the claimed breach within such thirty (30) day period, and thereafter diligently complete the activities reasonably necessary to remedy the claimed breach.
- b. All notices and other communications required to be provided pursuant to this Agreement shall be by electronic mail and by first class mail to the following persons at the following addresses:

SIERRA CLUB:

Margo Praus
Delta-Sierra Group
P.O. Box 9258
Stockton, CA 95208
margopraus@msn.com

with copy to:

Sierra Club
Aaron Isherwood, Coordinating Attorney
2101 Webster St., Suite 1300
Oakland, CA 94612
aaron.isherwood@sierraclub.org

with copy to:

Shute, Mihaly & Weinberger LLP
Heather Minner
396 Hayes Street
San Francisco, CA 94102
minner@smwlaw.com

GREENLAW DEVELOPMENT, LLC:

Greenlaw Partners
18301 Von Karmen Avenue, Suite 250
Irvine, CA 92612
Attn: Rob Mitchell
Email: rob@greenlawpartners.com

with copy to:

Cochran Law Group
18301 Von Karman Avenue, Suite 270
Irvine, California 92612
Attn: Thia Cochran
Email: thia@cochranlawgroup.com

with copy to:

Law Office of Daniel P. Doporto
Daniel P. Doporto
3478 Buskirk Avenue, Suite 1000
Pleasant Hill, CA 94523
Email: ddoporto@doportolaw.com

CITY OF STOCKTON:

City Attorney's Office
425 N. El Dorado Street
Stockton, CA 95202
City.attorney@stocktonca.gov

with copy to:

City Manager's Office
425 N. El Dorado Street
Stockton, CA 95202
City.manager@stocktonca.gov

- c. Binding on Successors. The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assignees of the respective Parties. Developer shall record a copy of this Agreement against the Property. Developer will provide a copy of the recorded Agreement to Sierra Club within fifteen (15) days of such recording. The Parties shall give notice to all other Parties of any successor or assignee to the Party.

- d. **Non-Admission of Liability.** The Parties acknowledge and agree that this Agreement is a settlement of disputed claims. Neither the fact that the Parties have settled nor the terms of this Agreement shall be construed in any manner as an admission of any liability by any Party.
- e. **Assistance of Counsel.** The Parties each specifically represent that they have consulted to their satisfaction with and received independent advice from their respective counsel prior to executing this Agreement concerning the terms and conditions of this Agreement.
- f. **Waiver.** Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.
- g. **Severability.** Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.
- h. **Governing Law and Venue.** This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said State without giving effect to conflicts of laws principles. Any action to enforce, invalidate, or interpret any provision of this Agreement shall be brought in San Joaquin County Superior Court.
- i. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied between the Parties to this Agreement. No representation, inducement, promise, agreement or warranty not contained in this Agreement, including, but not limited to, any purported supplements, modifications, waivers, or terminations of this Agreement shall be valid or binding, unless executed in writing by all of the Parties to this Agreement.
- j. Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.
- k. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute on agreement.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned execute this Settlement Agreement and Release, and hereby agree to all terms and condition herein, on the dates set forth below.

EXHIBIT 1 - Settlement Agreement

SIERRA CLUB

By: Margo Traus
Name: Margo Traus
Its: Chair, Delta-Sierra Group
Date: 11-11-2022

GREENLAW DEVELOPMENT, LLC

By: [Signature]
Name: Rob Mitchell
Its: Partner
Date: 11/20/22

CITY OF STOCKTON

By: _____
Name:
Its:
Date:

APPROVED AS TO FORM

By: _____
Name:
City Attorney
Date:

Attachment (1): Mariposa Industrial Project Enhanced Measures
1585908.7

MARIPOSA INDUSTRIAL PROJECT
ENHANCED MEASURES**The Final EIR Mitigation Measures will be revised to include the following:**

AMM AIR-1: Solar Power: Owners, operators or tenants shall include with the building permit application, sufficient solar panels to provide power for the operation's base power use at the start of operations and as base power use demand increases. Project sponsor shall include analysis of (a) projected power requirements at the start of operations and as base power demand increases corresponding to the implementation of the "clean fleet" requirements, and (b) generating capacity of the solar installation.

AMM AIR -1 (continued): CDD shall verify the size and scope of the solar project based upon the analysis of the projected power requirements and generating capacity as well as the available solar panel installation space. The photovoltaic system shall include a battery storage system to serve the facility in the event of a power outage to the extent required by the 2022 or later California Building Standards Code.

AMM AIR -1 (continued): In the event sufficient space is not available on the subject lot to accommodate the needed number of solar panels to produce the operation's base or anticipated power use, the applicant shall demonstrate how all available space has been maximized (e.g., roof, parking areas, etc.). Areas which provide truck movement may be excluded from these calculations unless otherwise deemed acceptable by the supplied reports.

AMM AIR -1 (continued): The developer or tenant, or qualified solar provider engaged by the developer or tenant shall timely order all equipment and shall install the system when the City has approved building permits and the necessary equipment has arrived. The developer or tenant shall commence operation of the system when it has received permission to operate from the utility. The photovoltaic system owner shall be responsible for maintaining the system(s) at not less than 80% of the rated power for 20 years. At the end of the 20-year period, the building owner shall install a new photovoltaic system meeting the capacity and operational requirements of this measure, or continue to maintain the existing system, for the life of the project.

MARIPOSA INDUSTRIAL PROJECT
ENHANCED MEASURES

EMM AIR-1: Prior to the issuance of the first building permit, the applicant/developer shall demonstrate compliance with the SJVAPCD Rule 9510 (Indirect Source Review) to reduce growth in both NOx and PM10 emissions, as required by SJVAPCD and City requirements.

AMM AIR-1: Architectural Coatings: Construction plans shall require that architectural and industrial maintenance coatings (e.g., paints) applied on the project site shall be consistent with a VOC content of <10 g/L. Developer or tenant is not expected to exercise control over materials painted offsite by a third party.

AMM AIR-3: Construction Worker Trip Reduction: Project construction plans and specifications will require contractor to provide transit and ridesharing information for construction workers.

AMM AIR-2: SJVAPCD Regulation VIII Compliance: Construction plans and specifications shall include a Dust Control Plan incorporating the applicable requirements of Regulation VIII, which shall be submitted to the SJVAPCD for review and approval prior to beginning construction in accordance with the requirements of Regulation VIII.

AMM AIR -2: Emission Standards for Heavy-Duty Trucks: The following mitigation measures shall be implemented during all on-going business operations and shall be included as part of contractual lease agreement language to ensure the tenants/lessees are informed of all on-going operational responsibilities.

The property owner/tenant/lessee shall ensure that all heavy-duty trucks (Class 7 and 8) domiciled on the project site are model year 2014 or later from start of operations and shall expedite a transition to zero-emission vehicles, with the fleet fully zero-emission by December 31, 2025 or when commercially available for the intended application, whichever date is later.

A zero-emission vehicle shall ordinarily be considered commercially available if the vehicle is capable of serving the intended purpose and is included in California's Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project, <https://californiahvip.org/> or listed as available in the US on the Global Commercial Vehicle Drive to Zero inventory,

MARIPOSA INDUSTRIAL PROJECT
ENHANCED MEASURES

<https://globaldrivetozero.org/>. The City shall be responsible for the final determination of commercial availability, based on all the facts and circumstances at the time the determination is made, and may (but is not required to) consult with the California Air Resources Board before making such final determination. In order for the City to make a determination that such vehicles are commercially unavailable, the operator must submit documentation from a minimum of three (3) EV dealers identified on the californiahvip.org website demonstrating the inability to obtain the required EVs or equipment needed within 6 months.

"Domiciled at the project site shall mean the vehicle is either (i) parked or kept overnight at the project site more than 70% of the calendar year or (ii) dedicated to the project site (defined as more than 70% of the truck routes (during the calendar year) that start at the project site even if parked or kept elsewhere)

Zero-emission heavy-duty trucks which require service can be temporarily replaced with model year 2014 or later trucks. Replacement trucks shall be used for only the minimum time required for servicing fleet trucks.

AMM AIR-3: Zero Emission Vehicles: The property owner/tenant/lessee shall utilize a "clean fleet" of vehicles/delivery vans/trucks (Class 2 through 6) as part of business operations as follows: For any vehicle (Class 2 through 6) domiciled at the project site, the following "clean fleet" requirements apply: (i) 33% of the fleet will be zero emission vehicles at start of operations, (ii) 65% of the fleet will be zero emission vehicles by December 31, 2023, (iii) 80% of the fleet will be zero emission vehicles by December 31, 2025, and (iv) 100% of the fleet will be zero emission vehicles by December 31, 2027.

"Domiciled at the project site" shall mean the vehicle is either (i) parked or kept overnight at the project site more than 70% of the calendar year or (ii) dedicated to the project site (defined as more than 70% of the truck routes (during the calendar year) that start at the project site even if parked or kept elsewhere).

Zero-emission vehicles which require service can be temporarily replaced with alternate vehicles. Replacement vehicles shall be used for only the minimum time required for servicing fleet vehicles.

The property owner/tenant/lessee shall not be responsible to meet "clean fleet" requirements for vehicles used by common carriers operating under their own authority that provide delivery services to or from the project site.

MARIPOSA INDUSTRIAL PROJECT
ENHANCED MEASURES

AMM AIR-4: Demonstrate Compliance with Clean Fleet Requirements: The applicant, property owner, tenant, lessee, or other party operating the facility (the "Operator") shall utilize the zero emission vehicles/trucks required to meet the "clean fleet" requirements in AMM AIR-2 (for Class 7 and 8 vehicles) and AMM AIR-3 (for Class 2 through 6 vehicles) above. Within 30-days of occupancy, the Operator shall demonstrate to the satisfaction of CDD staff, that the applicable clean fleet requirements are being met.

AMM AIR-4 (continued): In the event that vehicles/trucks are not commercially available for the intended application, the "clean fleet requirements" may be adjusted as minimally as possible by the CDD to accommodate the unavailability of commercially available vehicles/trucks.

AMM AIR 4 (continued) The City shall quantify the air pollution and GHG emissions resulting from any modification of this condition. Within 12 months of failing to meet a "clean fleet" requirement the property owner/tenant/lessee shall implement a Voluntary Emissions Reduction Agreement (VERA) providing pound for pound mitigation of the criteria pollutant, toxic air contaminants, and GHG emissions quantified by the City through a process that develops, funds, and implements emission reduction projects, with the Air District serving a role of administrator of the emission reduction projects and verifier of the successful mitigation effort. The VERA shall prioritize projects in the South Stockton and surrounding area. Property owner/tenant/lessee shall continue to fund the VERA each year in an amount necessary to achieve pound for pound mitigation of emissions resulting from not meeting the clean fleet requirements until the owner/tenant/lessee fully complies.

AMM AIR-4 (continued): The Operator shall implement the proposed measures after CDD review and approval. Any extension of time granted to implement this condition shall be limited to the shortest period of time necessary to allow for 100% electrification under the clean fleet requirements. The CDD staff may seek the recommendation of the California Air Resources Board in determining whether there has been a manufacturing disruption or insufficient vehicles/trucks commercially available for the intended application.

AMM AIR-4 (continued): Construction Meal Destinations: Project construction plans and specifications will require the contractor to establish one or more locations for food or catering truck service to construction workers and to cooperate with food service providers to provide consistent food service.

MARIPOSA INDUSTRIAL PROJECT
ENHANCED MEASURES

AMM AIR-5: Condition of Approved Compliance Report: The Operator shall submit a condition of approval compliance report within 30 days of, but not later than, the following dates: December 31, 2023, December 31, 2025, and December 31, 2027. The report shall outline clean fleet requirements applicable at each report interval and include documentation demonstrating compliance with each requirement. The City shall consider each report at a noticed public hearing and determine whether the Operator has complied with the applicable clean fleet requirements. If the Operator has not met each 100% clean fleet requirement by December 31, 2027, then the Operator shall submit subsequent reports every year until the 100% clean fleet requirement is implemented. The City shall consider each subsequent report at a noticed public hearing and determine whether the Operator has complied with the clean fleet requirements, including any minimal adjustments to the requirements by the CDD to accommodate the manufacturing disruption or unavailability of commercially available vehicles/trucks, as described in the previous paragraph. Notice of the above hearings shall be provided to all properties located within 1,000 feet of the project site and through the ASK Stockton list serve.

AMM AIR-5 (continued): After the 100% clean fleet requirement has been implemented and confirmed by the CDD, the Operator shall submit to the CDD an on-going compliance report every three years containing all necessary documentation to verify that the Operator is meeting the clean fleet requirements. At the time it confirms that the 100% clean fleet requirement has been implemented, the CDD will establish the due date for the first on-going compliance report. Each subsequent on-going compliance report shall be due within 30 days of, but not later than, the three-year anniversary of the preceding due date. The on-going compliance reports and accompanying documentation shall be made available to the public upon request.

AMM AIR-6: Zero Emission Forklifts, Yard trucks and Yard Equipment: Owners, operators or tenants shall require all forklifts, yard trucks, and other equipment used for on-site movement of trucks, trailers and warehoused goods, as well as landscaping maintenance equipment used on the site, to be electrically powered or zero-emission. The owner, operator or tenant shall provide on-site electrical charging facilities to adequately service electric vehicles and equipment

AMM AIR-7: Truck Idling Restrictions: Owners, operators or tenants shall be required to make their best effort to restrict truck idling onsite to a maximum of three minutes, subject to exceptions defined by CARB in the document: *commercial_vehicle_idling_requirements_July_2016*. Idling restrictions shall be enforced by highly-visible posting at the

MARIPOSA INDUSTRIAL PROJECT
ENHANCED MEASURES

site entry, posting at other on-site locations frequented by truck drivers, conspicuous inclusion in employee training and guidance material and owner, operator or tenant direct action as required.

AMM AIR-8: Electric Truck Charging: At all times during project operation, owners, operators or tenants shall be required to provide electric charging facilities on the project site sufficient to charge all electric trucks domiciled on the site and such facilities shall be made available for all electric trucks that use the project site.

AMM AIR-9: Project Operations, Food Service: Owners, operators or tenants shall establish locations for food or catering truck service and cooperate with food service providers to provide consistent food service to operations employees.

AMM AIR-10: Project Operations, Employee Trip Reduction: Owners, operators or tenants shall provide employees transit route and schedule information on systems serving the project area and coordinate ridesharing amongst employees.

AMM AIR-11: Yard Sweeping: Owners, operators or tenants shall provide periodic yard and parking area sweeping to minimize dust generation

AMM AIR-12: Diesel Generators: Owners, operators or tenants shall prohibit the use of diesel generators, except in emergency situations, in which case such generators shall have Best Available Control Technology (BACT) that meets CARB's Tier 4 emission standards.

AMM AIR-13: Truck Emission Control: Owners, operators or tenants shall ensure that trucks or truck fleets domiciled at the project site be model year 2014 or later, and maintained consistent with current CARB emission control regulations.

AMM AIR-14: All tenant lease agreements for the project site shall include a provision requiring the tenant/lessee to comply with all applicable requirements of the MMRP, a copy of which shall be attached to each tenant/lease agreement.

AMM AIR-14 (continued): SmartWay: Owners, operators or tenants shall enroll and participate the in SmartWay program for eligible businesses

AMM AIR-15: Designated Smoking Areas: Owners, operators or tenants shall ensure that any outdoor areas allowing smoking are at least 25 feet from the nearest property line.

AMM AIR 16: Project construction shall be subject to all adopted City building codes, including the adopted Green Building Standards Code, version July 2022 or later. Prior to the issuance of building permits, the applicant/developer

MARIPOSA INDUSTRIAL PROJECT
ENHANCED MEASURES

shall demonstrate (e.g., provide building plans) that the proposed buildings are designed and will be built to, at a minimum, meet the Nonresidential Voluntary Measures of the California Green Building Standards code, Divisions A5.1, 5.2 and 5.5, including but not limited to the Tier 2 standards in those Divisions, where applicable, such as the Tier 2 advanced energy efficiency requirements as outlined under Section A5.203.1.2.

EMM AG-1: The project shall participate in and comply with the City's Agricultural Lands Mitigation Program, under which developers of the property shall contribute agricultural mitigation land or shall pay the Agricultural Land Mitigation Fee to the City.

The City and Applicant will revise the proposed Development Agreement to provide the following:

In the DA text and in Exhibit B, to clarify that cold storage facilities are prohibited on the site and transport refrigeration units (TRUs) may not enter the site. In the DA text provide that any future proposal to construct cold storage facilities on the site or to allow TRUs to enter the site would require an amendment to the Development Agreement that shall be deemed and processed as a Major Modification to the Development Agreement, an application to the City for a conditional use permit, and be subject to review under the California Environmental Quality Act and Stockton Municipal Code Chapter 16.168.

Section 8.3 of the DA will be revised as follows:

8.3 Mitigation Measures. Developer agrees to and shall comply with all applicable mitigation measures attached hereto as Exhibit C and with all applicable mitigation measures in the MIP EIR, as described in the Mitigation Monitoring/Reporting Program approved by the City on _____, 2023. Developer shall include in all tenant lease agreements for the project site a provision requiring the tenant/lessee to comply with all applicable requirements of the measures in this Section 8.3, a copy of which shall be attached to each to each tenant/lease agreement.

Section 10.1 of the DA will be revised as follows:

10.1 Annual Review. As required by California Government Code Section 65865.1 and pursuant to Section 16.128.110 of the Development Agreement Ordinance, the City of Stockton Planning Commission shall review

MARIPOSA INDUSTRIAL PROJECT
ENHANCED MEASURES

this Agreement and all actions taken pursuant to the terms of this Agreement with respect to the development of the Project every twelve (12) months at a duly-noticed public hearing to determine good faith compliance with this Agreement (“Annual Review”). Specifically, the Annual Review shall be conducted for the purposes of determining good faith compliance with the terms and/or conditions of this Agreement, including compliance with the mitigation measures in Section 8.3 of this Agreement. Each Annual Review shall also document the status of Project development. In the event the Planning Commission recommends modification or termination of this Agreement in connection with such Annual Review, the action to effectuate such modification or termination must be taken by City Council.

In the DA text, to require the City to coordinate with the County to develop and install signage prohibiting non-emergency vehicle access to the project site from Clark Drive or Marfargoa Road. The Applicant will be responsible for the costs of the signage determined to be appropriate by the City and the County.

In the text, to require the following:

Construction plans shall include a 10-foot by 65-foot landscaped berm along the 623-lineal foot and 493-lineal foot portions of the west line of the site, located north and south of Marfargoa Road, which will be required by and shown on Exhibit B to the Development Agreement. Landscaping of the berm shall include fast-growing evergreen trees to provide maximum visual screening, as determined by a qualified landscape architect. Construction plans shall also include a 10-foot wall along the 881-lineal foot and 1,316-lineal foot portions of the west line of the site, located north and south of Clark Drive, which will be required by and shown on Exhibit B to the Development Agreement. Construction plans shall also identify a 60-foot “no truck” zone along the entire length of the west line of the site, which will be required by and shown on Exhibit B to the Development Agreement. Construction plans shall also identify and prohibit building construction within a setback area located a minimum of 300 feet from the property line of residential properties along Marfargoa Road and Clark Drive. Notwithstanding the foregoing, the stairwells of ancillary/accessory buildings may encroach into the 300-foot setback area.

In the text, to provide that, prior to the issuance of a grading permit, the Applicant will provide \$200,000 to a non-profit organization serving disadvantaged residents of San Joaquin County approved by the City’s Community Development Director, to fund a program to reduce exposure to emissions and noise from vehicle and truck traffic and industrial operations, for residents located within the geographic area bounded by Munford Avenue, Mariposa Road, Little John’s Creek and the SR99 Frontage Road. The program may fund or reimburse home air filtration systems, HVAC

MARIPOSA INDUSTRIAL PROJECT
ENHANCED MEASURES

modifications, window replacements, weather stripping, or similar improvements; publicly available electric vehicle charging station(s); and/or air quality monitoring sensors with publicly available real time data (such as PurpleAir sensors).

ATTACHMENT B

ATTORNEY GENERAL REPORT ON WAREHOUSE BEST PRACTICES



Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act

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In carrying out its duty to enforce laws across California, the California Attorney General’s Bureau of Environmental Justice (Bureau)¹ regularly reviews proposed warehouse projects for compliance with the California Environmental Quality Act (CEQA) and other laws. When necessary, the Bureau submits comment letters to lead agencies regarding warehouse projects, and in rare cases the Bureau has filed litigation to enforce CEQA.² This document builds upon the Bureau’s work on warehouse projects, collecting information gained from the Bureau’s review of hundreds of warehouse projects across the state.³ It is meant to help lead agencies pursue CEQA compliance and promote environmentally-just development as they confront warehouse project proposals.⁴ While CEQA analysis is necessarily project-specific, this document provides information on feasible best practices and mitigation measures, nearly all of which have been adapted from actual warehouse projects in California.

I. Background

In recent years, the proliferation of e-commerce and rising consumer expectations of rapid shipping have contributed to a boom in warehouse development.⁵ California, with its ports, population centers, and transportation network, has found itself at the center of this trend. In 2020, the Ports of Los Angeles, Long Beach, and Oakland collectively accounted for over 34% of all United States international container trade.⁶ The Ports of Los Angeles and Long Beach alone generate about 35,000 container truck trips every day.⁷ Accordingly, the South Coast Air Basin now contains approximately 3,000 warehouses of over 100,000 square feet each, with a total warehouse capacity of approximately 700 million square feet, an increase of 20 percent over the last five years.⁸ This trend has only accelerated, with e-commerce growing to

¹ <https://oag.ca.gov/environment/justice>.

² <https://oag.ca.gov/environment/ceqa>; *People of the State of California v. City of Fontana* (Super. Ct. San Bernardino County, No. CIVSB2121829); *South Central Neighbors United et al. v. City of Fresno et al.* (Super. Ct. Fresno County, No. 18CECG00690).

³ This September 2022 version revises and replaces the prior March 2021 version of this document.

⁴ Anyone reviewing this document to determine CEQA compliance responsibilities should consult their own attorney for legal advice.

⁵ As used in this document, “warehouse” or “logistics facility” is defined as a facility consisting of one or more buildings that stores cargo, goods, or products on a short- or long-term basis for later distribution to businesses and/or retail customers.

⁶ Data from the Bureau of Transportation Statistics, Container TEUs (Twenty-foot Equivalent Units) (2020), <https://data.bts.gov/stories/s/Container-TEU/x3fb-aeda/> (Ports of Los Angeles, Long Beach, and Oakland combined for 14.157 million TEUs, 34% of 41.24 million TEUs total nationwide) (last accessed September 18, 2022).

⁷ U.S. Dept. of Transportation, Federal Highway Administration, *FHWA Operations Support – Port Peak Pricing Program Evaluation* (2020), available at <https://ops.fhwa.dot.gov/publications/fhwahop09014/sect2.htm> (last accessed September 18, 2022).

⁸ South Coast Air Qual. Mgmt. Dist., *Final Socioeconomic Assessment for Proposed Rule 2305 – Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program and Proposed Rule 316 – Fees for Rule 2305*, at 7-8, 41 (May 2021).

13% of all retail sales and 2021 being a second consecutive record year for new warehouse space leased.⁹ The latest data and forecasts predict that the next wave of warehouse development will be in the Central Valley.¹⁰

When done properly, these activities can contribute to the economy and consumer welfare. However, imprudent warehouse development can harm local communities and the environment. Among other pollutants, diesel trucks visiting warehouses emit nitrogen oxide (NO_x)—a primary precursor to smog formation and a significant factor in the development of respiratory problems like asthma, bronchitis, and lung irritation—and diesel particulate matter (a subset of fine particular matter that is smaller than 2.5 micrometers)—a contributor to cancer, heart disease, respiratory illnesses, and premature death.¹¹ Trucks and on-site loading activities can also be loud, bringing disruptive noise levels during 24/7 operation that can cause hearing damage after prolonged exposure.¹² The hundreds, and sometimes thousands, of daily truck and passenger car trips that warehouses generate contribute to traffic jams, deterioration of road surfaces, and traffic accidents.

These environmental impacts also tend to be concentrated in neighborhoods already suffering from disproportionate health impacts and systemic vulnerability. For example, a comprehensive study by the South Coast Air Quality Management District found that communities located near large warehouses scored far higher on California’s environmental justice screening tool, which measures overall pollution and demographic vulnerability.¹³ That

⁹ U.S. Census Bureau News, Quarterly Retail E-Commerce Sales 4th Quarter 2021 (February 22, 2022), https://www.census.gov/retail/mrts/www/data/pdf/ec_current.pdf (last accessed September 18, 2022); CBRE Research, *2022 North America Industrial Big Box Report: Review and Outlook*, at 2-3 (March 2022), available at <https://www.cbre.com/insights/reports/2022-north-america-industrial-big-box#download-report> (last accessed September 18, 2022).

¹⁰ CBRE Research, *supra* note 9, at 4, 36; New York Times, *Warehouses Are Headed to the Central Valley, Too* (Jul. 22, 2020), available at <https://www.nytimes.com/2020/07/22/us/coronavirus-ca-warehouse-workers.html>.

¹¹ California Air Resources Board, Nitrogen Dioxide & Health, <https://ww2.arb.ca.gov/resources/nitrogen-dioxide-and-health> (last accessed September 18, 2022) (NO_x); California Air Resources Board, Summary: Diesel Particulate Matter Health Impacts, <https://ww2.arb.ca.gov/resources/summary-diesel-particulate-matter-health-impacts> (last accessed September 18, 2022); Office of Environmental Health Hazard Assessment and American Lung Association of California, Health Effects of Diesel Exhaust, <https://oehha.ca.gov/media/downloads/calenviroscreen/indicators/diesel4-02.pdf> (last accessed September 18, 2022) (DPM).

¹² Noise Sources and Their Effects, <https://www.chem.purdue.edu/chemsafety/Training/PPETrain/dblevels.htm> (last accessed September 18, 2022) (a diesel truck moving 40 miles per hour, 50 feet away, produces 84 decibels of sound).

¹³ South Coast Air Quality Management District, “Final Socioeconomic Assessment for Proposed Rule 2305 – Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program and Proposed Rule 316 – Fees for Rule 2305” (May 2021), at 4-5.

study concluded that, compared to the South Coast Air Basin averages, communities in the South Coast Air Basin near large warehouses had a substantially higher proportion of people of color; were exposed to more diesel particulate matter; had higher rates of asthma, cardiovascular disease, and low birth weights; and had higher poverty and unemployment rates.¹⁴ Each area has its own unique history, but many of these impacts and vulnerabilities reflect historic redlining practices in these communities, which devalued land and concentrated poverty, racial outgroups, and pollution into designated areas.¹⁵

II. Proactive Planning: General Plans, Local Ordinances, and Good Neighbor Policies

To systematically guide warehouse development, we encourage local governing bodies to proactively plan for logistics projects in their jurisdictions. Proactive planning allows jurisdictions to prevent land use conflicts before they materialize and direct sustainable development. Benefits also include providing a predictable business environment, protecting residents from environmental harm, and setting consistent expectations jurisdiction-wide.

Proactive planning can take many forms. Land use designation and zoning decisions should channel development into appropriate areas. For example, establishing industrial districts near major highway and rail corridors but away from sensitive receptors¹⁶ can help attract investment while avoiding conflicts between warehouse facilities and residential communities. Transition zones with lighter industrial and commercial land uses may also help minimize conflicts between residential and industrial uses.

In addition, general plan policies, local ordinances, and good neighbor policies should set minimum standards for logistics projects. General plan policies can be incorporated into existing economic development, land use, circulation, or other related general plan elements. Many jurisdictions alternatively choose to consolidate policies in a separate environmental justice element. Adopting general plan policies to guide warehouse development may also help

¹⁴ *Id.* at 5-7.

¹⁵ Beginning in the 1930s, federal housing policy directed investment away from Black, immigrant, and working-class communities by color-coding neighborhoods according to the purported “riskiness” of loaning to their residents. In California cities where such “redlining” maps were drawn, nearly all of the communities where warehouses are now concentrated were formerly coded “red,” signifying the least desirable areas where investment was to be avoided. See University of Richmond Digital Scholarship Lab, Mapping Inequality, <https://dsl.richmond.edu/panorama/redlining/#loc=12/33.748/-118.272&city=los-angeles-ca> (Los Angeles), <https://dsl.richmond.edu/panorama/redlining/#loc=13/32.685/-117.132&city=san-diego-ca> (San Diego), <https://dsl.richmond.edu/panorama/redlining/#loc=11/37.81/-122.38&city=oakland-ca> (Oakland), <https://dsl.richmond.edu/panorama/redlining/#loc=13/37.956/-121.326&city=stockton-ca> (Stockton), <https://dsl.richmond.edu/panorama/redlining/#loc=12/36.751/-119.86&city=fresno-ca> (Fresno) (all last accessed September 18, 2022).

¹⁶ In this document, “sensitive receptors” refers to residences, schools, public recreation facilities, health care facilities, places of worship, daycare facilities, community centers, or incarceration facilities.

jurisdictions comply with their obligations under SB 1000, which requires local government general plans to identify objectives and policies to reduce health risks in disadvantaged communities, promote civil engagement in the public decision making process, and prioritize improvements and programs that address the needs of disadvantaged communities.¹⁷

Local ordinances and good neighbor policies that set development standards for all warehouses in the jurisdiction are a critical and increasingly common tool that serve several goals. When well-designed, these ordinances direct investment to local improvements, provide predictability for developers, conserve government resources by streamlining project review processes, and reduce the environmental impacts of industrial development. While many jurisdictions have adopted warehouse-specific development standards, an ordinance in the City of Fontana provides an example to review and build upon.¹⁸ Good neighbor policies in Riverside County and by the Western Riverside Council of Government include additional measures worth consideration.¹⁹

The Bureau encourages jurisdictions to adopt their own local ordinances that combine the strongest policies from those models with measures discussed in the remainder of this document.

III. Community Engagement

Early and consistent community engagement is central to establishing good relationships between communities, lead agencies, and warehouse developers and tenants. Robust community engagement can give lead agencies access to community residents' on-the-ground knowledge and information about their concerns, build community support for projects, and develop creative solutions to ensure new logistics facilities are mutually beneficial. Examples of best practices for community engagement include:

- Holding a series of community meetings at times and locations convenient to members of the affected community and incorporating suggestions into the project design.
- Posting information in hard copy in public gathering spaces and on a website about the project. The information should include a complete, accurate project description, maps and drawings of the project design, and information about how the public can provide input and be involved in the project approval process. The

¹⁷ For more information about SB 1000, see <https://oag.ca.gov/environment/sb1000>.

¹⁸ <https://oag.ca.gov/system/files/attachments/press-docs/Final%20Signed%20Fontana%20Ordinance.pdf> (last accessed September 18, 2022).

¹⁹ For example, the Riverside County policy requires community benefits agreements and supplemental funding contributions toward additional pollution offsets, and the Western Riverside Council of Governments policy sets a minimum buffer zone of 300 meters between warehouses and sensitive receptors. <https://www.rivcocob.org/wp-content/uploads/2020/01/Good-Neighbor-Policy-F-3-Final-Adopted.pdf> (last accessed September 18, 2022) (Riverside County); <http://www.wrcog.cog.ca.us/DocumentCenter/View/318/Good-Neighbor-Guidelines-for-Siting-Warehouse-Distribution-Facilities-PDF?bidId=> (last accessed September 18, 2022) (Western Riverside Council of Governments).

information should be in a format that is easy to navigate and understand for members of the affected community.

- Providing notice by mail to residents and schools within a certain radius of the project and along transportation corridors to be used by vehicles visiting the project, and by posting a prominent sign on the project site. The notice should include a brief project description and directions for accessing complete information about the project and for providing input on the project.
- Providing translation or interpretation in residents' native language, where appropriate.
- For public meetings broadcast online or otherwise held remotely, providing for access and public comment by telephone and supplying instructions for access and public comment with ample lead time prior to the meeting.
- Partnering with local community-based organizations to solicit feedback, leverage local networks, co-host meetings, and build support.
- Considering adoption of a community benefits agreement, negotiated with input from affected residents and businesses, by which the developer provides benefits to the affected community.
- Creating a community advisory board made up of local residents to review and provide feedback on project proposals in early planning stages.
- Identifying a person to act as a community liaison concerning on-site construction activity and operations, and providing contact information for the community liaison to the surrounding community.
- Requiring signage in public view at warehouse facilities with contact information for a local designated representative for the facility operator who can receive community complaints, and requiring any complaints to be answered by the facility operator within 48 hours of receipt.

IV. Warehouse Siting and Design Considerations

The most important consideration when planning a logistics facility is its location. Warehouses located in residential neighborhoods or near sensitive receptors expose community residents and those using or visiting sensitive receptor sites to the air pollution, noise, traffic, and other environmental impacts they generate. Therefore, placing facilities away from sensitive receptors significantly reduces their environmental and quality of life harms on local communities. The suggested best practices for siting and design of warehouse facilities does not relieve lead agencies' responsibility under CEQA to conduct a project-specific analysis of the project's impacts and evaluation of feasible mitigation measures and alternatives; lead agencies' incorporation of the best practices must be part of the impact, mitigation and alternatives analyses to meet the requirements of CEQA. Examples of best practices when siting and designing warehouse facilities include:

- Per California Air Resources Board (CARB) guidance, siting warehouse facilities so that their property lines are at least 1,000 feet from the property lines of the nearest sensitive receptors.²⁰
- Providing adequate amounts of on-site parking to prevent trucks and other vehicles from parking or idling on public streets and to reduce demand for off-site truck yards.
- Establishing setbacks from the property line of the nearest sensitive receptor to warehouse dock doors, loading areas, and truck drive aisles, and locating warehouse dock doors, loading areas, and truck drive aisles on the opposite side of the building from the nearest sensitive receptors—e.g., placing dock doors on the north side of the facility if sensitive receptors are near the south side of the facility.
- Placing facility entry and exit points from the public street away from sensitive receptors—e.g., placing these points on the north side of the facility if sensitive receptors are adjacent to the south side of the facility.
- Ensuring heavy duty trucks abide by the on-site circulation plans by constructing physical barriers to block those trucks from using areas of the project site restricted to light duty vehicles or emergency vehicles only.
- Preventing truck queuing spillover onto surrounding streets by positioning entry gates after a minimum of 140 feet of space for queuing, and increasing the distance by 70 feet for every 20 loading docks beyond 50 docks.
- Locating facility entry and exit points on streets of higher commercial classification that are designed to accommodate heavy duty truck usage.
- Screening the warehouse site perimeter and onsite areas with significant truck traffic (e.g., dock doors and drive aisles) by creating physical, structural, and/or vegetative buffers that prevent or substantially reduce pollutant and noise dispersion from the facility to sensitive receptors.
- Planting exclusively 36-inch box evergreen trees to ensure faster maturity and four-season foliage.
- Requiring all property owners and successors in interest to maintain onsite trees and vegetation for the duration of ownership, including replacing any dead or unhealthy trees and vegetation.
- Posting signs clearly showing the designated entry and exit points from the public street for trucks and service vehicles.
- Including signs and drive aisle pavement markings that clearly identify onsite circulation patterns to minimize unnecessary onsite vehicle travel.
- Posting signs indicating that all parking and maintenance of trucks must be conducted within designated on-site areas and not within the surrounding community or public streets.

²⁰ CARB, Air Quality and Land Use Handbook: A Community Health Perspective (April 2005), at ES-1. CARB staff has released draft updates to this siting and design guidance which suggests a greater distance may be warranted in some scenarios. CARB, Concept Paper for the Freight Handbook (December 2019), *available at* https://ww2.arb.ca.gov/sites/default/files/2020-03/2019.12.12%20-%20Concept%20Paper%20for%20the%20Freight%20Handbook_1.pdf (last accessed September 18, 2022).

V. Air Quality and Greenhouse Gas Emissions Analysis and Mitigation

Emissions of air pollutants and greenhouse gases are often among the most substantial environmental impacts from new warehouse facilities. CEQA compliance demands a proper accounting of the full air quality and greenhouse gas impacts of logistics facilities and adoption of all feasible mitigation of significant impacts. Although efforts by CARB and other authorities to regulate the heavy-duty truck and off-road diesel fleets have made excellent progress in reducing the air quality impacts of logistics facilities, the opportunity remains for local jurisdictions to further mitigate these impacts at the project level. Lead agencies and developers should also consider designing projects with their long-term viability in mind. Constructing the necessary infrastructure to prepare for the zero-emission future of goods movement not only reduces a facility's emissions and local impact now, but it can also save money as demand for zero-emission infrastructure grows. In planning new logistics facilities, the Bureau strongly encourages developers to consider the local, statewide, and global impacts of their projects' emissions.

Examples of best practices when studying air quality and greenhouse gas impacts include:

- Fully analyzing all reasonably foreseeable project impacts, including cumulative impacts. In general, new warehouse developments are not ministerial under CEQA because they involve public officials' personal judgment as to the wisdom or manner of carrying out the project, even when warehouses are permitted by a site's applicable zoning and/or general plan land use designation.²¹
- When analyzing cumulative impacts, thoroughly considering the project's incremental impact in combination with past, present, and reasonably foreseeable future projects, even if the project's individual impacts alone do not exceed the applicable significance thresholds.
- Preparing a quantitative air quality study in accordance with local air district guidelines.
- Preparing a quantitative health risk assessment in accordance with California Office of Environmental Health Hazard Assessment and local air district guidelines.
- Refraining from labeling compliance with CARB or air district regulations as a mitigation measure—compliance with applicable regulations is required regardless of CEQA.
- Disclosing air pollution from the entire expected length of truck trips. CEQA requires full public disclosure of a project's anticipated truck trips, which entails calculating truck trip length based on likely truck trip destinations, rather than the distance from the facility to the edge of the air basin, local jurisdiction, or other truncated endpoint. All air pollution associated with the project must be considered, regardless of where those impacts occur.

²¹ CEQA Guidelines § 15369.

- Accounting for all reasonably foreseeable greenhouse gas emissions from the project, without discounting projected emissions based on participation in California’s Cap-and-Trade Program.

Examples of measures to mitigate air quality and greenhouse gas impacts from construction are below. To ensure mitigation measures are enforceable and effective, they should be imposed as permit conditions on the project where applicable.

- Requiring off-road construction equipment to be hybrid electric-diesel or zero-emission, where available, and all diesel-fueled off-road construction equipment to be equipped with CARB Tier IV-compliant engines or better, and including this requirement in applicable bid documents, purchase orders, and contracts, with successful contractors demonstrating the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities.
- Prohibiting off-road diesel-powered equipment from being in the “on” position for more than 10 hours per day.
- Using electric-powered hand tools, forklifts, and pressure washers, and providing electrical hook ups to the power grid rather than use of diesel-fueled generators to supply their power.
- Designating an area in the construction site where electric-powered construction vehicles and equipment can charge.
- Limiting the amount of daily grading disturbance area.
- Prohibiting grading on days with an Air Quality Index forecast of greater than 100 for particulates or ozone for the project area.
- Forbidding idling of heavy equipment for more than three minutes.
- Keeping onsite and furnishing to the lead agency or other regulators upon request, all equipment maintenance records and data sheets, including design specifications and emission control tier classifications.
- Conducting an on-site inspection to verify compliance with construction mitigation and to identify other opportunities to further reduce construction impacts.
- Using paints, architectural coatings, and industrial maintenance coatings that have volatile organic compound levels of less than 10 g/L.
- Providing information on transit and ridesharing programs and services to construction employees.
- Providing meal options onsite or shuttles between the facility and nearby meal destinations for construction employees.

Examples of measures to mitigate air quality and greenhouse gas impacts from operation include:

- Requiring all heavy-duty vehicles engaged in drayage²² to or from the project site to be zero-emission beginning in 2030.

²² “Drayage” refers generally to transport of cargo to or from a seaport or intermodal railyard.

- Requiring all on-site motorized operational equipment, such as forklifts and yard trucks, to be zero-emission with the necessary charging or fueling stations provided.
- Requiring tenants to use zero-emission light- and medium-duty vehicles as part of business operations.
- Forbidding trucks from idling for more than three minutes and requiring operators to turn off engines when not in use.
- Posting both interior- and exterior-facing signs, including signs directed at all dock and delivery areas, identifying idling restrictions and contact information to report violations to CARB, the local air district, and the building manager.
- Installing solar photovoltaic systems on the project site of a specified electrical generation capacity that is equal to or greater than the building's projected energy needs, including all electrical chargers.
- Designing all project building roofs to accommodate the maximum future coverage of solar panels and installing the maximum solar power generation capacity feasible.
- Constructing zero-emission truck charging/fueling stations proportional to the number of dock doors at the project.
- Running conduit to designated locations for future electric truck charging stations.
- Unless the owner of the facility records a covenant on the title of the underlying property ensuring that the property cannot be used to provide refrigerated warehouse space, constructing electric plugs for electric transport refrigeration units at every dock door and requiring truck operators with transport refrigeration units to use the electric plugs when at loading docks.
- Oversizing electrical rooms by 25 percent or providing a secondary electrical room to accommodate future expansion of electric vehicle charging capability.
- Constructing and maintaining electric light-duty vehicle charging stations proportional to the number of employee parking spaces (for example, requiring at least 10% of all employee parking spaces to be equipped with electric vehicle charging stations of at least Level 2 charging performance)
- Running conduit to an additional proportion of employee parking spaces for a future increase in the number of electric light-duty charging stations.
- Installing and maintaining, at the manufacturer's recommended maintenance intervals, air filtration systems at sensitive receptors within a certain radius of facility for the life of the project.
- Installing and maintaining, at the manufacturer's recommended maintenance intervals, an air monitoring station proximate to sensitive receptors and the facility for the life of the project, and making the resulting data publicly available in real time. While air monitoring does not mitigate the air quality or greenhouse gas impacts of a facility, it nonetheless benefits the affected community by providing information that can be used to improve air quality or avoid exposure to unhealthy air.
- Requiring all stand-by emergency generators to be powered by a non-diesel fuel.
- Requiring facility operators to train managers and employees on efficient scheduling and load management to eliminate unnecessary queuing and idling of

trucks.

- Requiring operators to establish and promote a rideshare program that discourages single-occupancy vehicle trips and provides financial incentives for alternate modes of transportation, including carpooling, public transit, and biking.
- Meeting CalGreen Tier 2 green building standards, including all provisions related to designated parking for clean air vehicles, electric vehicle charging, and bicycle parking.
- Designing to LEED green building certification standards.
- Providing meal options onsite or shuttles between the facility and nearby meal destinations.
- Posting signs at every truck exit driveway providing directional information to the truck route.
- Improving and maintaining vegetation and tree canopy for residents in and around the project area.
- Requiring that every tenant train its staff in charge of keeping vehicle records in diesel technologies and compliance with CARB regulations, by attending CARB-approved courses. Also require facility operators to maintain records on-site demonstrating compliance and make records available for inspection by the local jurisdiction, air district, and state upon request.
- Requiring tenants to enroll in the United States Environmental Protection Agency's SmartWay program, and requiring tenants who own, operate, or hire trucking carriers with more than 100 trucks to use carriers that are SmartWay carriers.
- Providing tenants with information on incentive programs, such as the Carl Moyer Program and Voucher Incentive Program, to upgrade their fleets.

VI. Noise Impacts Analysis and Mitigation

The noise associated with logistics facilities can be among their most intrusive impacts to nearby sensitive receptors. Various sources, such as unloading activity, diesel truck movement, and rooftop air conditioning units, can contribute substantial noise pollution. These impacts are exacerbated by logistics facilities' typical 24-hour, seven-days-per-week operation. Construction noise is often even greater than operational noise, so if a project site is near sensitive receptors, developers and lead agencies should adopt measures to reduce the noise generated by both construction and operation activities.

Examples of best practices when studying noise impacts include:

- Preparing a noise impact analysis that considers all reasonably foreseeable project noise impacts, including to nearby sensitive receptors. All reasonably foreseeable project noise impacts encompasses noise from both construction and operations, including stationary, on-site, and off-site noise sources.
- Adopting a lower significance threshold for incremental noise increases when baseline noise already exceeds total noise significance thresholds, to account for the cumulative impact of additional noise and the fact that, as noise moves up the decibel scale, each decibel increase is a progressively greater increase in sound

pressure than the last. For example, 70 dBA is ten times more sound pressure than 60 dBA.

- Disclosing and considering the significance of short-term noise levels associated with all aspects of project operation (i.e. both on-site noise generation and off-site truck noise). Considering only average noise levels may mask noise impacts sensitive receptors would consider significant—for example, the repeated but short-lived passing of individual trucks or loading activities at night.

Examples of measures to mitigate noise impacts include:

- Constructing physical, structural, or vegetative noise barriers on and/or off the project site.
- Planning and enforcing truck routes that avoid passing sensitive receptors.
- Locating or parking all stationary construction equipment as far from sensitive receptors as possible, and directing emitted noise away from sensitive receptors.
- Verifying that construction equipment has properly operating and maintained mufflers.
- Requiring all combustion-powered construction equipment to be surrounded by a noise protection barrier
- Limiting operation hours to daytime hours on weekdays.
- Paving roads where truck traffic is anticipated with low noise asphalt.
- Orienting any public address systems onsite away from sensitive receptors and setting system volume at a level not readily audible past the property line.

VII. Traffic Impacts Analysis and Mitigation

Warehouse facilities inevitably bring truck and passenger car traffic. Truck traffic can present substantial safety issues. Collisions with heavy-duty trucks are especially dangerous for passenger cars, motorcycles, bicycles, and pedestrians. These concerns can be even greater if truck traffic passes through residential areas, school zones, or other places where pedestrians are common and extra caution is warranted.

Examples of measures to mitigate traffic impacts include:

- Designing, clearly marking, and enforcing truck routes that keep trucks out of residential neighborhoods and away from other sensitive receptors.
- Installing signs in residential areas noting that truck and employee parking is prohibited.
- Requiring preparation and approval of a truck routing plan describing the facility's hours of operation, types of items to be stored, and truck routing to and from the facility to designated truck routes that avoids passing sensitive receptors. The plan should include measures for preventing truck queuing, circling, stopping, and parking on public streets, such as signage, pavement markings, and queuing analysis and enforcement. The plan should hold facility operators responsible for violations of the truck routing plan, and a revised plan should be required from any new tenant that occupies the property before a business license

is issued. The approving agency should retain discretion to determine if changes to the plan are necessary, including any additional measures to alleviate truck routing and parking issues that may arise during the life of the facility.

- Constructing new or improved transit stops, sidewalks, bicycle lanes, and crosswalks, with special attention to ensuring safe routes to schools.
- Consulting with the local public transit agency and securing increased public transit service to the project area.
- Designating areas for employee pickup and drop-off.
- Implementing traffic control and safety measures, such as speed bumps, speed limits, or new traffic signs or signals.
- Placing facility entry and exit points on major streets that do not have adjacent sensitive receptors.
- Restricting the turns trucks can make entering and exiting the facility to route trucks away from sensitive receptors.
- Constructing roadway improvements to improve traffic flow.
- Preparing a construction traffic control plan prior to grading, detailing the locations of equipment staging areas, material stockpiles, proposed road closures, and hours of construction operations, and designing the plan to minimize impacts to roads frequented by passenger cars, pedestrians, bicyclists, and other non-truck traffic.

VIII. Other Significant Environmental Impacts Analysis and Mitigation

Warehouse projects may result in significant environmental impacts to other resources, such as to aesthetics, cultural resources, energy, geology, or hazardous materials. All significant adverse environmental impacts must be evaluated, disclosed and mitigated to the extent feasible under CEQA. Examples of best practices and mitigation measures to reduce environmental impacts that do not fall under any of the above categories include:

- Appointing a compliance officer who is responsible for implementing all mitigation measures, and providing contact information for the compliance officer to the lead agency, to be updated annually.
- Creating a fund to mitigate impacts on affected residents, schools, places of worship, and other community institutions by retrofitting their property. For example, retaining a contractor to retrofit/install HVAC and/or air filtration systems, doors, dual-paned windows, and sound- and vibration-deadening insulation and curtains.
- Sweeping surrounding streets on a daily basis during construction to remove any construction-related debris and dirt.
- Directing all lighting at the facility into the interior of the site.
- Using full cut-off light shields and/or anti-glare lighting.
- Requiring submission of a property maintenance program for agency review and approval providing for the regular maintenance of all building structures, landscaping, and paved surfaces.
- Using cool pavement to reduce heat island effects.

- Planting trees in parking areas to provide at least 35% shade cover of parking areas within fifteen years to reduce heat island impacts.
- Using light colored roofing materials with a solar reflective index of 78 or greater.
- Including on-site amenities, such as a truck operator lounge with restrooms, vending machines, and air conditioning, to reduce the need for truck operators to idle or travel offsite.
- Designing skylights to provide natural light to interior worker areas.
- Installing climate control and air filtration in the warehouse facility to promote worker well-being.

IX. Conclusion

California's world-class economy, ports, and transportation network position it at the center of the e-commerce and logistics industry boom. At the same time, California is a global leader in environmental protection and environmentally just development. The guidance in this document furthers these dual strengths, ensuring that all can access the benefits of economic development. The Bureau will continue to monitor proposed projects for compliance with CEQA and other laws. Lead agencies, developers, community advocates, and other interested parties should feel free to reach out to us as they consider how to guide warehouse development in their area.

Please do not hesitate to contact the Environmental Justice Bureau at ej@doj.ca.gov if you have any questions.

ATTACHMENT c

ATTORNEY GENERAL
MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is entered into by and between the City of Stockton (“City”), and Rob Bonta, Attorney General of California, on behalf of the People of the State of California (“Attorney General”), and it is dated and effective as of the date that the last Party signs (“Effective Date”). The City, and the Attorney General are referred to as the “Parties.”

RECITALS

WHEREAS areas of the City, including south Stockton, have disproportionately suffered from the environmental impacts of industrial land uses located nearby residences and other sensitive receptors such as schools, parks, and hospitals. According to CalEnviroScreen, a tool used to identify communities exposed to high levels of pollution, south Stockton’s neighborhoods are exposed to pollution burdens in the top 10% of all communities in California, with some communities registering in the top 1%.

WHEREAS because of the extremely high levels of air pollution to which this environmental justice community is disproportionately exposed, the California Air Resources Board (CARB) has designated the area of south Stockton to the northwest of the Project as a top priority for reductions in emissions and improvements in air quality under AB 617. In 2021, CARB approved Stockton’s Community Emissions Reduction Program (CERP) after an extensive public process. The CERP includes projected investments of over \$32 million in emission reduction incentives and a variety of other clean air projects in the south Stockton AB 617 community area and additional measures to reduce exposure to air pollution for sensitive receptors.

WHEREAS in recent years, the proliferation of e-commerce and rising consumer expectations of rapid shipping have contributed to a boom in warehouse development. California, with its ports, population centers, and transportation network, has found itself at the center of this trend.

WHEREAS in response to project applications consistent with this demand, the City has approved millions of square feet of warehouse and logistics space, substantial amounts of which have been or will be constructed in the south Stockton community.

WHEREAS the Attorney General has previously submitted letters to the City regarding concerns with significant environmental impacts being created by such warehouse and distribution facility projects, including the Sanchez Hoggan Annexation Project and the South Stockton Commerce Center Project.

WHEREAS the City seeks to minimize additional environmental impacts from new warehouse and distribution facility development sited in south Stockton and throughout the City.

WHEREAS the California Environmental Quality Act (CEQA), Public Resources Code section 21000 et seq. and California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387, requires, amongst other things, that the City impose feasible mitigation measures on applicable projects to minimize any significant environmental impacts. The California Supreme Court has determined that CEQA requires a lead agency “to implement all mitigation measures unless those measures are truly infeasible.” *Sierra Club v. Cty. of Fresno* (2018) 6 Cal.5th 502, 524–25 (citing *City of San Diego v. Board of Trustees of California State University* (2015) 61 Cal.4th 945, 967).

WHEREAS on August 24, 2021, the City released the Draft Environmental Impact Report (EIR) for the Mariposa Industrial Park Project. Public comments submitted on the Draft EIR, including comments from the Attorney General’s Office and the Sierra Club, raised concerns that the project’s

significant environmental impacts were not sufficiently disclosed, analyzed, and mitigated as required by CEQA.

WHEREAS on February 28, 2022, the City released the Final EIR for the Mariposa Industrial Park Project. In response, once again stakeholders, including the Attorney General's Office and the Sierra Club, raised concerns regarding the project, including the lack of feasible mitigation as required under CEQA.

WHEREAS the City, the Attorney General's Office, and the Sierra Club have been engaged in good-faith negotiations regarding additional feasible mitigation measures to reduce the potentially significant environmental impacts that the Mariposa Industrial Park Project may create.

WHEREAS as a result of those good-faith negotiations the City has proposed to require additional feasible mitigation measures on the Mariposa Industrial Park Project to further reduce the project's significant environmental impacts, as identified in the amended Mariposa Industrial Park Final Environmental Impact Report ("Revised Final EIR" State Clearinghouse No. 2020120283). The City Council intends to soon consider adopting: (1) a Resolution certifying that Revised Final EIR together with the adoption of CEQA Findings including a Statement of Overriding Considerations and adoption of a Mitigation Monitoring and Reporting Program ("MMRP"); (2) an Ordinance for the Pre-Zoning of APNs 179-220-10, -12, -13, -16, -17, -18, -19, and -24 (the "Property") to Industrial, Limited; (3) an Ordinance for a Development Agreement; and (4) a Resolution authorizing the filing of an annexation application with the San Joaquin Local Agency Formation Commission (collectively the "Project Approvals").

WHEREAS the City has embarked on a comprehensive update to Title 16 of the City's Municipal Code, known as the Development Code, that is intended to produce a user-friendly Development Code, serving as an effective tool to implement the General Plan, shape future growth, and help realize the community's vision of promoting investment in downtown Stockton and historically underserved areas, preserving and enhancing neighborhood character, and improving community health and safety. The City anticipates adopting and publishing a new updated Development Code in 2023.

WHEREAS the City seeks to establish an ordinance applicable to future warehouse and distribution facility development projects ("warehouse ordinance") in order to set minimum development standards to mitigate environmental impacts from those projects. Such a warehouse ordinance will also provide clarity to stakeholders, including developers and the general public, regarding the requirements needed to construct warehouse and distribution facilities in the City.

AGREEMENT

Either as part of the aforementioned ongoing Development Code amendment process or as a separate, stand-alone process, City staff shall propose a warehouse ordinance to identify and apply all feasible mitigation measures to qualifying warehouse and distribution facility projects to minimize their potentially significant environmental impacts. The proposed warehouse ordinance shall be scheduled for consideration by the City Council before December 31, 2023.

The warehouse ordinance proposed to the City Council shall apply to qualifying facilities engaged in logistics use, which is defined as any warehouse or wholesaling and distribution land use which entails facilities to be used for the storage of farm products, furniture, household goods, or other commercial goods of any nature for distribution to wholesalers and/or retailers, including cold storage. Qualifying facilities do not include self-storage or mini-storage facilities offered for rent or lease to the

general public. Qualifying facilities shall include, at minimum, projects with a building or buildings totaling 100,000 square feet or larger.

In preparing and proposing the warehouse ordinance, City staff shall consider including at minimum the conditions included in Exhibit A. To the extent that the conditions included in Exhibit A are not included in the warehouse ordinance proposed for approval by City Council, City staff shall explain: (1) why such conditions are infeasible as defined under CEQA; (2) what alternative conditions are being proposed for inclusion in-lieu of any such omitted conditions; and (3) how such alternative conditions reduce potentially significant environmental impacts.

If the City enters into this Agreement and adopts the Project Approvals, including all of the Mariposa Industrial Project Enhanced Measures attached to the City's and Developer's separate settlement agreement with the Sierra Club, then the Attorney General shall not file any complaints, claims, grievances, special proceedings, legal challenges, or take any other actions against the City with any state, federal, or local agency or court challenging the City Council's adoption of the Project Approvals or the proposed annexation of the Property to the City of Stockton (the "AG Obligation").

GENERAL TERMS AND CONDITIONS

1. **Agreement Term.** This Agreement shall remain in effect until the City implements and complies with the commitment pursuant to the agreed-on deadline set forth herein.
2. **Default.** The Parties agree and acknowledge that time is of the essence for City staff to propose and for the City Council to consider adopting a warehouse ordinance before the December 31, 2023, deadline set forth in this Agreement. The Parties stipulate that the Superior Court in and for San Joaquin County shall have jurisdiction over the Parties and this Agreement to enforce the provisions of the Agreement until performance in full of all terms of the Agreement. The Court shall have full authority to enforce the Agreement as if the Parties had entered the Agreement as a stipulated judgment pursuant to Code of Civil Procedure, section 664.6. Nothing in this Agreement prevents the Attorney General from seeking any and all remedies for non-compliance with the Agreement.
3. **No Waiver.** This Agreement does not in any way limit or waive the Attorney General's jurisdiction, capacity, authorization, obligation, right, or discretion to determine whether any City action or failure to act complies with CEQA or any other law except as expressly provided in the AG Obligation above.
4. **Amendment.** No addition to or modification of any term or provision of this Agreement will be effective unless set forth in writing and signed by an authorized representative of each of the Parties.
5. **Signing Authority.** By signing this Agreement, the persons executing the Agreement represent that they have the capacity and authority to execute the Agreement as the representative of their respective agency and to bind their respective agency to the terms of this Agreement.
6. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, discussions, agreements, commitments, and understandings with respect thereto.
7. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
8. **Joint Drafting.** This Agreement has been jointly drafted, and the general rule that it be construed against the drafting party is not applicable.
9. **Severability.** If a court should find any term, covenant, or condition of this Agreement to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

10. Representation by Counsel. Each of the Parties affirmatively represents that it has been represented throughout this matter by attorneys of its own choosing. Each Party has read this Agreement and has had the terms used herein and the consequences thereof explained by its attorneys of choice. This Agreement is freely and voluntarily executed and agreed to by each Party after having been apprised of all relevant information and data furnished by its attorneys of choice. Each Party in executing this Agreement does not rely upon any inducements, promises, or representations made by any other Party except as set forth herein.
11. Counterparts and Electronic Signatures. This Agreement may be executed with counterpart signatures, each of which shall be deemed an original. The Agreement will be binding upon the receipt of original, facsimile, or electronically communicated signatures.

DATED: December __, 2022

ROB BONTA
Attorney General of California
CHRISTIE VOSBURG
Supervising Deputy Attorney General

SCOTT LICHTIG
Deputy Attorney General
Attorneys for the People of the State of
California

DATED: December __, 2022

CITY OF STOCKTON

HARRY BLACK
City Manager

EXHIBIT A

In preparing and proposing the warehouse ordinance, City staff shall consider including at minimum the following conditions on qualifying facilities. To the extent that the following conditions are not included in the warehouse ordinance proposed for approval by City Council, City staff shall explain: (1) why such conditions are infeasible as defined under CEQA; (2) what alternative conditions are being proposed for inclusion in-lieu of any such omitted conditions; and (3) how such alternative conditions reduce potentially significant environmental impacts:

Construction Mitigation:

- San Joaquin Valley Air Pollution Control District (SJVAPCD) Regulation VIII Compliance: Construction plans and specifications shall include a Dust Control Plan incorporating the applicable requirements of Regulation VIII, which shall be submitted to the SJVAPCD for review and approval prior to beginning construction in accordance with the requirements of Regulation VIII.
- Construction Vehicles & Equipment:
 - The use of electric-powered, battery-powered, natural gas, or hybrid construction equipment and vehicles are required during construction if commercially available. If substantial evidence is provided by the permittee or its contractor that such equipment is not commercially available, including a description of commercially reasonable efforts to secure such equipment, diesel-powered construction equipment greater than 50 horsepower meeting the highest rated California Air Resources Board (CARB) Tier technology available at the time of construction may be used. Prior to permit issuance, the construction contractor shall submit an equipment list confirming equipment used is compliant with the highest CARB Tier at the time of construction. Equipment proposed for use that does not meet the highest CARB Tier in effect at the time of construction, shall only be approved for use at the discretion of Stockton's Community Development Department (CDD) and shall require proof from the construction contractor that, despite reasonable best efforts to obtain the highest CARB Tier equipment, such equipment was unavailable.
 - All off-road equipment with a power rating below 19 kilowatts (e.g., plate compactors, pressure washers) used during construction of the qualifying facility(ies) shall be electric powered.
 - Subject to all other idling restrictions, off-road diesel-powered equipment shall not be left in the "on position" for more than 10 hours per day.
- Owners, operators or tenants of qualifying facilities shall provide "cool roof" specifications in construction plans verifying that the proposed roof will utilize cool roofing materials with an aged reflectance and thermal emittance values that are equal to or greater than those specified in the current edition of the CALGreen Building Standards Code, Table A5.106.11.2.3 for Tier 1 and the City's Green Building Standards within Chapter 15.72 of the Stockton Municipal Code.
- Temporary electrical hookup to the construction yard and associated work areas shall be required.
- The idling of heavy construction equipment for more than 5 minutes shall be prohibited. The owners, operators or tenants shall provide verification that construction specifications establish a

five-minute idling limit for all heavy-duty construction equipment utilized during construction of the proposed qualifying facility(ies). Signage shall be posted throughout the construction site regarding the idling time limit, and the construction contractor shall maintain a log for review. The log shall verify that construction equipment operators are advised of the idling time limit at the start of each construction day. Idling limits shall be noted in the construction specifications. The maintenance of logs documenting compliance shall be required.

- The construction contractors shall maintain on the construction site an inventory of construction equipment, maintenance records, and datasheets, including design specifications and emission control tier classifications.
- Architectural and industrial maintenance coatings (e.g., paints) applied on the qualifying facility(ies) shall be consistent with a VOC content of <10 g/L. Developer or tenant is not expected to exercise control over materials painted offsite by a third party.
- Qualifying facilities shall require the construction contractor to establish one or more locations for food or catering truck service to construction workers and to cooperate with food service providers to provide consistent food service.
- Qualifying facilities shall require the construction contractor to provide transit and ridesharing information for construction workers.

Site Design:

- Qualifying facilities shall be constructed in compliance with the most current edition of all adopted City building codes, including the adopted Green Building Standards Code. Prior to the issuance of building permits, the applicant/developer of the qualifying facility(ies) shall demonstrate (e.g., provide building plans) that the proposed buildings are designed and will be built to, at a minimum, meet the Tier 2 advanced energy efficiency requirements of the Nonresidential Voluntary Measures of the California Green Building Standards code, Divisions A5.1, A5.2 and A5.5, Energy Efficiency as outlined under Section A5.203.1.2.
- Qualifying facilities and their associated loading docks must be located no closer than 300 feet from sensitive receptors, and the City staff should consider the public health and safety benefits of requiring a larger buffer, up to 1,000 ft. All such setbacks will be measured from the loading dock or any building edge, whichever is closer, to the property line of any nearby sensitive receptors using the straight-line method. The setbacks and buffers required in this ordinance shall prevail over any less-stringent standards in the City's Development Code. Sensitive receptor shall be defined as any residence including private homes, condominiums, apartments, and living quarters, schools, preschools, daycare centers, correctional facilities, parks/recreation facilities, in-home daycares, and health facilities such as hospitals, long term care facilities, retirement and nursing homes.
- Qualifying facilities must include an onsite landscaped buffer, measured from the property line of all adjacent sensitive receptors. The width of the buffer shall be proportionate to the height of the warehouse building with specified minimums as set forth below unless infeasible. Landscaping shall be installed at the periphery of the qualifying facility(ies) site along adjacent rights of way and the landscaping buffer area shall not include the right of way itself. Landscape buffers shall not be required on interior boundaries of the qualifying facility(ies).

- The width of the buffer shall be set at a 2:1 ratio for all warehouses—for every 1 foot of building height, the buffer shall be 2 feet. The landscaping portion of this buffer shall not be less than 50% of this buffer, but may include areas to be used for bioswales, retention/detention areas and/or other stormwater and water quality management areas.
- The buffer area(s) shall include, at a minimum, a solid decorative wall(s) adjacent to sensitive receptors, natural ground landscaping, and solid screen buffering trees, as described below, unless there is an existing solid block wall. Onsite buffer areas shall not include deceleration lanes or right-turn lanes. To the extent allowed by other applicable City codes, policies and regulations the height of the decorative wall shall be at least 14 feet, except in buffer areas adjacent to sensitive receptors. For areas adjacent to sensitive receptors, the decorative wall shall be a minimum of 14 to 18 feet to the extent otherwise permitted by city codes, policies and regulations.
- Trees shall be used as part of the solid screen buffering treatment. Trees used for this purpose shall be evergreen, drought tolerant, and shall be spaced in two rows along the length of the buffer, with trees in each row offset, and each tree no greater than 15 feet on center. Spacing up to 20 feet may be allowed if wide canopy trees are used sufficient to create wall of vegetation that filters warehouse pollution. The property owner, tenant, operator, and any successors in interest shall maintain these trees for the duration of ownership, ensuring any unhealthy or dead trees are replaced with a similar tree as soon as possible.
- All landscaping shall be drought tolerant, and to the extent feasible, species with low biogenic emissions. Palm trees shall not be utilized.
- All landscaping areas shall be properly irrigated for the life of the qualifying facility(ies) to allow for plants and trees to maintain growth with no undue pruning.

Operational Mitigation

- Solar Power/Battery Energy Storage Systems:
 - The building permit application for qualifying facilities must demonstrate sufficient solar panels to provide power for the operation’s base power use at the start of operations and as base power use demand increases. The application shall include analysis of plans to meet (a) projected power requirements at the start of operations and as base power demand increases corresponding to the implementation of the “clean fleet” requirements, and (b) generating capacity of the solar installation.
 - The photovoltaic system(s) shall include a battery energy storage system to serve the qualifying facility(ies) in the event of a power outage to the extent required by the most current edition of the California Building Standards Code.
 - Stockton’s Community Development Department (CDD) shall verify the size and scope of the solar project based upon the analysis of the projected power requirements and generating capacity as well as the available solar panel installation space.
 - In the event sufficient space is not available on the subject lot to accommodate the needed number of solar panels to produce the operation’s base or anticipated power use, the applicant of the qualifying facility(ies) shall demonstrate how all available space has

been maximized (e.g., roof, parking areas, etc.) for photovoltaic and battery energy storage system use. Areas which provide truck movement may be excluded from these calculations unless otherwise deemed acceptable by the supplied reports and applicable building standards.

- The owners, operators or tenants, or qualified solar system contractor engaged by the developer or tenant, shall install the system when the City has approved building permits and the necessary equipment has arrived. The tenant/operator of the qualifying facility(ies) shall commence operation of the system only when it has received permission to operate from the utility. The photovoltaic system owner shall be responsible for maintaining the system(s) at not less than 80% of the rated power for 20 years. At the end of the 20-year period, the owners, operators or tenants shall install a new photovoltaic system meeting the capacity and operational requirements of this measure, or continue to maintain the existing system, for the life of the qualifying facility(ies).
- Electric Vehicles (EV): The following mitigation measures shall be implemented during all on-going business operations and shall be included as part of contractual lease agreement language to ensure the tenants/operators of the qualifying facility(ies) are informed of all on-going operational responsibilities.
 - Heavy-Duty EV Trucks: The property owners, operators or tenants of the qualifying facility(ies) shall ensure that all heavy-duty trucks (Class 7 and 8) domiciled on site are model year 2014 or later from start of operations and shall expedite a transition to zero-emission vehicles, with the fleet fully zero-emission by December 31, 2025, or when commercially available for the intended application, whichever date is later.
 - Medium-Duty EV Vehicles: The property owners, operators or tenants of the qualifying facility(ies) shall utilize a "clean fleet" of vehicles/delivery vans/trucks (Class 2 through 6) as part of business operations as follows: For any vehicle (Class 2 through 6) domiciled on site, the following "clean fleet" requirements apply: (i) 33% of the fleet will be zero emission vehicles at start of operations, (ii) 65% of the fleet will be zero emission vehicles by December 31, 2023, (iii) 80% of the fleet will be zero emission vehicles by December 31, 2025, and (iv) 100% of the fleet will be zero emission vehicles by December 31, 2027.
 - "Domiciled on site" shall mean the vehicle is either (i) parked or kept overnight at the qualifying facility(ies) more than 70% of the calendar year or (ii) dedicated to the qualifying facility(ies) site (defined as more than 70% of the truck routes during the calendar year that start at the qualifying facility(ies) site even if parked or kept elsewhere). The tenant/operator of the qualifying facility(ies) shall not be responsible to meet "clean fleet" requirements for vehicles used by common carriers operating under their own authority that provide delivery services to or from the qualifying facility(ies) site.
 - Zero-emission vehicles which require service can be temporarily replaced with alternate vehicles. Replacement vehicles shall be used for only the minimum time required for servicing fleet vehicles.

- A zero-emission vehicle shall ordinarily be considered commercially available if the vehicle is capable of serving the intended purpose and is included in California's Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project, <https://californiahvip.org/> or listed as available in the US on the Global Commercial Vehicle Drive to Zero inventory, <https://globaldrivetozero.org/>. The City shall be responsible for the final determination of commercial availability, based on all the facts and circumstances at the time the determination is made. In order for the City to make a determination that such vehicles are commercially unavailable, the operator must submit documentation from a minimum of three (3) EV dealers identified on the californiahvip.org website demonstrating the inability to obtain the required EVs or equipment needed within 6 months.
- The tenant/operator of the qualifying facility(ies) shall utilize the zero emission vehicles/trucks required to meet the "clean fleet" requirements. Within 30 days of issuance of the final certificate of occupancy, the tenant/operator shall demonstrate to the satisfaction of CDD staff, that the applicable clean fleet requirements are being met. In the event that there is a disruption in the manufacturing of zero emission vehicles/trucks or that sufficient vehicles/trucks are not commercially available for the intended application, the "clean fleet requirements" may be adjusted as minimally as possible by the CDD to accommodate the manufacturing disruption or unavailability of commercially available vehicles/trucks.
- The tenant/operator of the qualifying facility(ies) shall implement the proposed measures after CDD review and approval. Any extension of time granted to implement this condition shall be limited to the shortest period of time necessary to allow for 100% electrification under the clean fleet requirements. The CDD staff may seek the recommendation of the California Air Resources Board in determining whether there has been a manufacturing disruption or insufficient vehicles/trucks commercially available for the intended application.
- Within 12 months of failing to meet a "clean fleet" requirement, the tenant/operator of the qualifying facility(ies) shall implement a Voluntary Emissions Reduction Agreement (VERA) providing pound for pound mitigation of the criteria pollutant, toxic air contaminants, and GHG emissions quantified by the City through a process that develops, funds, and implements emission reduction projects, with the Air District serving a role of administrator of the emission reduction projects and verifier of the successful mitigation effort. The VERA shall prioritize projects in the area surrounding the new qualifying facility(ies). The tenant/operator shall continue to fund the VERA each year in an amount necessary to achieve pound for pound mitigation of emissions resulting from not meeting the clean fleet requirements until the owner/tenant/lessee fully complies.
- At all times during operation, and to the extent the applicable utility authorizes and has capacity to support, the tenant/operator of the qualifying facility(ies) shall be required to provide electric charging facilities on site sufficient to charge all electric trucks domiciled on the site, and such facilities shall be made available for all electric trucks that use the qualifying facility(ies).
- The tenant/operator of the qualifying facility(ies) shall require all forklifts, yard trucks, and other equipment used for on-site movement of trucks, trailers and warehoused goods, as well as landscaping maintenance equipment used on the site, to be electrically powered or zero-emission.

The tenant/operator shall provide on-site electrical charging facilities to adequately service such electric vehicles and equipment.

- EV Compliance Reporting:
 - The tenant/operator of the qualifying facility(ies) shall procure the zero emission vehicles/trucks required to meet the "clean fleet" requirements above. Within 30 days of issuance of the final certificate of occupancy, the tenant/operator shall submit a condition of approval compliance report outlining compliance with each clean fleet requirement applicable and including documentation demonstrating compliance with each requirement. The tenant/operator shall submit similar reports every two years thereafter until full compliance with the applicable clean fleet requirements is achieved. The City shall consider each report at a noticed public hearing and determine whether the tenant/operator has complied with the applicable clean fleet requirements. If the tenant/operator has not met each 100% clean fleet requirement by December 31, 2027, then the tenant/operator shall submit reports annually until the 100% clean fleet requirement is implemented. The City shall consider each subsequent report at a noticed public hearing and determine whether the Operator has complied with the clean fleet requirements, including any minimal adjustments to the requirements by the CDD to accommodate the manufacturing disruption or unavailability of commercially available vehicles/trucks, as described above. Notice of the above hearings shall be provided to all properties located within 1,000 feet of the qualifying facility(ies) site and through the ASK Stockton list serve.
 - After the 100% clean fleet requirement has been implemented and confirmed by the CDD, the tenant/operator shall submit to the CDD an on-going compliance report every three years containing all necessary documentation to verify that the clean fleet requirements are being met. At the time it confirms that the 100% clean fleet requirement has been implemented, the CDD will establish the due date for the first on-going compliance report. Each subsequent on-going compliance report shall be due within 30 days of, but not later than, the three-year anniversary of the preceding due date. The on-going compliance reports and accompanying documentation shall be made available to the public upon request
- For qualifying facilities at which cold storage and associated transport refrigeration units (TRUs) are proposed or may be a future use, unless the owner of the facility records a covenant on the title of the underlying property ensuring that the property cannot be used to provide cold storage, a conduit shall be installed during construction of the building shell from the electrical room to 100% of the loading dock doors that have potential to serve the refrigerated space. If tenant improvement building permits are issued for any such cold storage space, electric plug-in units shall be installed at every dock door servicing the cold storage space to allow TRUs to plug in and truck operators with TRUs shall be required to utilize the electric plug-in units when at loading docks serving such refrigerated space.
- Prior to the issuance of the first building permit, the applicant/developer shall demonstrate compliance with the SJVAPCD Rule 9510 (Indirect Source Review) to reduce growth in both NOx and PM10 emissions, as required by SJVAPCD and City requirements.

- The tenant/operator of the qualifying facility(ies) shall enroll and participate the in SmartWay program for eligible businesses.
- Truck Routes and Ingress/Egress:
 - Entry gates into the loading dock/truck court area of the qualifying facility(ies) shall be sufficiently positioned to ensure all trucks and other vehicles are contained onsite and inside the property line. Queuing, or circling of vehicles, on public streets immediately pre- or post-entry to an industrial commerce facility is strictly prohibited unless queuing occurs in a deceleration lane or right turn lane exclusively serving the qualified facility(ies).
 - Applicants shall submit to the CDD, and obtain approval of, all turning templates to verify truck turning movements at entrance and exit driveways and street intersection adjacent to industrial buildings prior to entitlement approval. Unless not physically possible, truck entries shall be located on collector streets (or streets of a higher commercial classification), and vehicle entries shall be designed to prevent truck access on streets that are not collector streets (or streets of a higher commercial classification), including, but not limited to, by limiting the width of vehicle entries.
 - Prior to issuance of certificate of occupancy, the tenant/operator of the qualifying facility(ies) shall establish and submit for approval to the CDD a truck routing plan to and from the State Highway System based on the City's latest Truck Route Map. The plan shall describe the operational characteristics of the use of the tenant/operator, including, but not limited to, hours of operations, types of items to be stored within the building, and proposed truck routing to and from the proposed facility(ies) to designated truck routes that avoids passing sensitive receptors, to the greatest extent possible. The plan shall include measures, such as signage and pavement markings, queuing analysis and enforcement, for preventing truck queuing, circling, stopping, and parking on public streets. The tenant/operator shall be responsible for enforcement of the plan. A revised plan shall be submitted to the CDD prior to a business license being issued by the City for any new tenant/operator of the property. The CDD shall have discretion to determine if changes to the plan are necessary including any additional measures to alleviate truck routing and parking issues that may arise during the life of the facility(ies). Signs and drive aisle pavement markings shall clearly identify the onsite circulation pattern to minimize unnecessary on-site vehicular travel.
 - The tenant/operator of the qualifying facility(ies) shall post signs, that may be required by the City, in prominent locations inside and outside of the building indicating that off-site parking for any employee, truck, or other operation related vehicle is strictly prohibited. City may require facility operator to post signs on surface or residential streets indicating that off-site truck parking is prohibited by City ordinance and/or the Truck Routing Plan.
 - Signs shall be installed, as required by the City, at all qualifying facility(ies) truck exit driveways directing truck drivers to the truck route as indicated in the Truck Routing Plan and State Highway System.
 - Upon commencement of operations, the tenant/operator of the qualifying facility(ies) shall be required to restrict truck idling onsite to a maximum of three minutes, subject to exceptions defined by CARB's commercial vehicle idling requirements. The facility must

post highly-visible signs identifying these idling restrictions at the site entry and at other on-site locations frequented by truck drivers and include these restrictions in employee training and guidance material.

- Signs at the qualifying facility(ies) shall be installed, as required by the City, in public view with contact information for a local designated representative who works for the facility(ies) operator and who is designated to receive complaints about excessive dust, fumes, or odors, and truck and parking complaints for the site, as well as contact information for the San Joaquin Valley Air Pollution Control District's on-line complaint system and its complaint call-line: 1-800-281-7003. Any complaints made to the facility(ies) operator's designee shall be answered within 72 hours of receipt.
- Workforce-Related Mitigation:
 - Prior to issuance of occupancy permits, the applicant/developer shall demonstrate to the satisfaction of the City, that the proposed parking areas for employee passenger automobiles are designed and will be built to accommodate EV charging stations, at no cost to employees. At minimum, the parking areas and the number of EV charging stations for employee passenger automobiles shall equal the Tier 1 Nonresidential Voluntary Measures of the California Green Building Standards Code, Section A5.106.5.3.1.
 - Prior to issuance of occupancy permits, the applicant/developer shall demonstrate to the satisfaction of the City, that the proposed parking areas for passenger automobiles are designed and will be built to provide parking for low-emitting, fuel-efficient, and carpool/van vehicles. At minimum, the number of preferential parking spaces for passenger automobiles shall equal the Tier 1 Nonresidential Voluntary Measures of the California Green Building Standards Code, Section A5.106.5.1.1.
 - The tenant/operator of the qualifying facility(ies) shall establish locations for food or catering truck service and cooperate with food service providers to provide consistent food service to operations employees.
 - The tenant/operator of the qualifying facility(ies) shall provide employees transit route and schedule information on systems serving the qualifying facility(ies) area and coordinate ridesharing amongst employees.
 - Designated Smoking Areas: The tenant/operator of the qualifying facility(ies) shall ensure that any outdoor areas allowing smoking are at least 25 feet from the nearest property line.
- Yard Sweeping: Owners, operators or tenants of the qualifying facility(ies) shall provide periodic yard and parking area sweeping to minimize dust generation
- Diesel Generators: Owners, operators or tenants of the qualifying facility(ies) shall prohibit the use of diesel generators, except in emergency situations (including when the utility delays a facility's new electrical service connection), in which case such generators shall have Best Available Control Technology (BACT) that meets CARB's Tier 4 emission standards.

Additional Mitigation

- To the extent a qualifying facility seeks and secures a Development Agreement with/from the City, the applicant, or its successor in interest, and the City shall comply with Government Code section 65865.1 and Stockton Development Code section 16.128.110. The City shall schedule a public hearing at the Planning Commission, with notice to all affected parties, at least every 12 months after approval of the Development Agreement, to receive and discuss the annual report on the status of the qualifying facility(ies)'s compliance with the Development Agreement. At those same hearings, the City shall review all the qualifying facility(ies)'s mitigation measures and conditions of approval for compliance.
- Applicants seeking one or more discretionary permits for proposed qualifying facility(ies) shall engage in a community outreach effort to engage the existing community in determining issues of concern that can be addressed through site design and other means during the land use entitlement process. Suggested outreach efforts include but are not limited to, hosting community meetings, making presentations at advisory and community councils, and hosting job fairs.

ATTACHMENT D

SIERRA CLUB LETTER TO PLANNING COMMISSION



November 30, 2022

City of Lathrop Planning Commissioners
390 Towne Centre Drive
Lathrop, California
Via planning@ci.lathrop.ca.us

Re: 9.1 Lathrop Crossroads Industrial Project Site Plan Review SPR-22-64; Initial Study/Mitigated Negative Declaration for the Lathrop Crossroads Industrial Project located at 1101 D'Arcy Parkway, Lathrop, CA

Dear Lathrop Planning Commissioners,

We request that the Initial Study/Mitigated Negative Declaration for the Lathrop Crossroads Industrial Project not be adopted, nor either project options approved. Instead a complete EIR must be prepared to more fully analyze the energy needs and air quality impacts associated with either of the proposed projects, option 1 or option 2. Attached is an excerpt of the Initial Study/Mitigated Negative Declaration for the Lathrop Crossroads Industrial Project sections that are the basis for additional environmental review.

The Attorney General's office has prepared a best practices document, which outlines additional mitigation measures not included for consideration.

Warehouses over 100,000 can generate significant truck trips (approximately 10,638 miles daily is the estimate) that negatively impact air quality and our region is classified as non-attainment and issues relating to PM2.5 exist which must be mitigated. The air quality modelling that was performed was for gasoline engine and the land use specified as a refrigerated warehouse. Refrigerated warehouses require refrigerated diesel trucks for transport. While the hazards of diesel were discussed, the air quality impacts associated with diesel trucks was not considered. The large size of the parking lot suggests that there will be the possibility of overnight truck parking which must be mitigated by having electric plug ins so that the diesel engines do not run continuously emitting the hazardous emissions referenced in the initial study.

We urge further review of possible mitigation measures to lessen the impact on residents and nearby communities

Sincerely,

Mary Elizabeth, M.S., R.E.H.S.
Delta-Sierra Group Conservation Chair, Sierra Club
mebeth@outlook.com

Excerpts of the Initial Study¹

Project Description: The project proposes to develop approximately 25 acres of vacant land currently used for percolation of treated wastewater. Two development options are proposed: 1) a single building of approximately 453,904 square feet of floor area; 2) development of three buildings with a total floor area of 396,179 square feet. Under both options, the buildings would be available for manufacturing or warehouse activities. Access would be provided from adjacent D'Arcy Parkway. New on-site water and sewer lines would be connected to existing City mains in the adjacent street vicinity; the project proposes a storm drainage collection system that would include detention ponds and that would ultimately discharge into the City's storm drainage system

As indicated in the CalEEMod run (see Appendix A), the maximum VMT generated by traffic associated with project development (under Alternative 1) would be 3,882,805 annually under unmitigated conditions, or approximately 10,638 miles daily. Based on estimates by SJCOG, such vehicle traffic would consume approximately 304,212 gallons of gasoline and diesel fuel daily. With the project features and regulations that would mitigate GHG emissions, as described in Chapter 10.0, Greenhouse Gas Emissions, total annual maximum VMT would be 3,254,657, or 8,917 miles daily. Project vehicle traffic under this condition would consume approximately 254,998 gallons of gasoline and diesel fuel daily - a decrease of approximately 16.2% from business-as-usual conditions. Under the Alternative 2 scenario, daily gasoline and diesel fuel consumption under unmitigated and mitigated conditions would be approximately 262,632 gallons and 220,957 gallons, respectively.

APPENDIX A AIR QUALITY MODELING RESULTS

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Refrigerated Warehouse-No Rail	458.90	1000sqft	21.43	458,904.00	0
Parking Lot	395.00	Space	3.55	158,000.00	0

¹ https://files.ceqanet.opr.ca.gov/281901-1/attachment/AmW0WZz7d8MqB6w6QtPL4uj4HnLajLTPjGL9v4j-MB_JIbL7isEJ9ATjYvsymJmzdue3y82NK3Ww5cw60

Steve J. Bestolarides
San Joaquin County Clerk

ATTACHMENT " 7 "

Notice of Determination

Appendix D

To:

Office of Planning and Research
U.S. Mail: Street Address:
P.O. Box 3044 1400 Tenth St., Rm 113
Sacramento, CA 95812-3044 Sacramento, CA 95814

From:

Public Agency: City of Lathrop CDD
Address: 390 Towne Centre Drive
Lathrop, CA 95330
Contact: Trent DaDalt, Assistant Planner
Phone: (209) 491-7261

County Clerk
County of: San Joaquin
Address: 44 N. San Joaquin St #260
Stockton, CA 95202

Lead Agency (if different from above):
SAME
Address: _____
Contact: _____
Phone: _____

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2022090562

Project Title: Lathrop Crossroads Industrial

Project Applicant: Richland Crossroads, L.P.

Project Location (include county): 1101 D'Arcy Pkwy, Lathrop, San Joaquin, APN: 198-130-54, -55, -56, -57, & -58

Project Description:

The project proposes to develop approximately 25 acres of vacant land within an existing industrial park. Two development options are proposed: 1) a single 448,904 square foot building; 2) three buildings totaling 386,179 square feet. Under both options, the buildings would be available for warehouse and industrial uses.

This is to advise that the Lathrop Planning Commission has approved the above
(Lead Agency or Responsible Agency)

described project on November 30, 2022 and has made the following determinations regarding the above
(date)
described project.

- 1. The project [will will not] have a significant effect on the environment.
- 2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
- 3. Mitigation measures [were were not] made a condition of the approval of the project.
- 4. A mitigation reporting or monitoring plan [was was not] adopted for this project.
- 5. A statement of Overriding Considerations [was was not] adopted for this project.
- 6. Findings [were were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

Lathrop City Hall: 390 Towne Centre Drive, Lathrop, CA 95330

Signature (Public Agency) Trent DaDalt Title: Assistant Planner

Date: December 2, 2022 Date Received for filing at OPR: DEC 8 2022

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

Revised 201 1

ITEM 5.4

CITY MANAGER'S REPORT FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **OUT-OF-STATE TRAVEL APPROVAL FOR THE 2023 SAN JOAQUIN COUNTY ONE-VOICE TRIP**

RECOMMENDATION: **Adopt Resolution Authorizing Out-of-State Travel for the 2023 San Joaquin One Voice Trip to Washington, D.C. from May 6-11, 2023, and Approval of Related Budget Amendment**

CEQA Status: **The Activity is not a Project as Defined in Section 15378 of the State CEQA Guidelines**

BACKGROUND:

Over the past several years, City officials have participated in approximately seventeen (17) San Joaquin One Voice visits to Washington D.C., to promote jurisdictional projects and needs. This year, the conference will be from May 6, 2023 through May 11, 2023. In order to prevent a quorum from doing City business during the trip, attendees have traditionally been limited to two (2) members of the Council, one of whom may include the Mayor.

City policy requires Council approval for all out-of-state travel. Additionally, commencing with the FY 2012/13 budget process, Council voted to eliminate the One Voice expense from the City Council's budget. The same was done for subsequent fiscal years. The travel funds were removed from the Council budget with the notion that if Council elected to have one or two Councilmembers attend this event, a budget amendment would be required depending on the selected option.

The City Manager's travel budget was kept unchanged, therefore, if Council elects to send the City Manager to attend this event, funds are available in the current budget. If Councilmembers are interested in attending, the following options are available for consideration.

Options Include		Cost	Budget Amendment
1.	Send 2 Council Members & City Manager	Approx. \$13,800	Approx. \$9,200
2.	Send 1 Council Member & City Manager	Approx. \$9,200	Approx. \$4,600
3.	Send 1 Council Member	Approx. \$4,600	Approx. \$4,600
4.	Send City Manager	Approx. \$4,600	None
5.	Do not send representatives in 2023	None	None

This report identifies estimated costs to attend the One Voice visit this year.

**CITY MANAGER’S REPORT
 FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
 2023 ONE-VOICE TRIP OUT-OF-STATE TRAVEL**

REASON FOR RECOMMENDATION:

This trip helps to promote regional projects. In addition, the City has benefited with more than \$1,790,000 in federal appropriations from its efforts over the past seventeen (17) years.

FISCAL IMPACT:

Depending on tonight’s decision by Council, a budget amendment from the General Fund Reserves to the City Council Training and Travel Account (Fund 1010-11-10-435-20-00) will be required to fund Council participants to attend this years’ One Voice Legislative Event. The budget amendment amount may vary depending on the option selected by Council.

Options Include		Cost	Budget Amendment
1.	Send 2 Council Members & City Manager	Approx. \$13,800	Approx. \$9,200
2.	Send 1 Council Member & City Manager	Approx. \$9,200	Approx. \$4,600
3.	Send 1 Council Member	Approx. \$4,600	Approx. \$4,600
4.	Send City Manager	Approx. \$4,600	None
5.	Do not send representatives in 2023	None	None

ATTACHMENTS:


- A. Resolution Authorizing Out-of-State Travel
- B. San Joaquin One Voice 2023 Registration Information

**CITY MANAGER'S REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING
2023 ONE-VOICE TRIP OUT-OF-STATE TRAVEL**

APPROVALS:



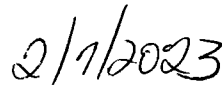
Teresa Vargas
Government Services Director &
City Clerk



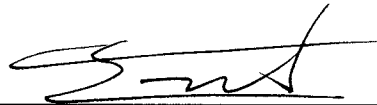
Date



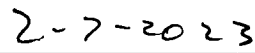
Cari James
Finance Director



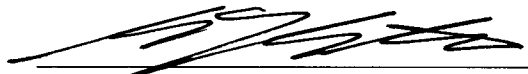
Date



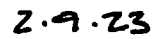
Salvador Navarrete
City Attorney



Date



Stephen J. Salvatore
City Manager



Date

RESOLUTION NO. 23 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING OUT-OF-STATE TRAVEL FOR THE SAN JOAQUIN ONE VOICE TRIP TO WASHINGTON, D.C. FROM MAY 6, 2023 TO MAY 11, 2023, AND APPROVING RELATED BUDGET AMENDMENT

WHEREAS, over the past several years, City officials have participated in approximately seventeen San Joaquin One Voice visits to Washington D.C., to promote jurisdictional projects and needs; and

WHEREAS, in previous years, the Mayor, a Council Member, and the City Manager have participated on the trip; and

WHEREAS, in order to prevent a quorum from doing City business during the trip, attendees have traditionally been limited up to two (2) members of the Council, one of whom may include the Mayor; and

WHEREAS, commencing with FY 2012/13 budget process, Council approved to eliminate the One Voice expense from the City Council’s budget. At that time, it estimated a savings of \$3,500 for that fiscal year; and

WHEREAS, the travel funds for subsequent fiscal years were also removed from the Council budget with the notion that if Council elected to have one or two City Council Members attend the One Voice legislative event, a budget amendment request would come back to Council for approval; and

WHEREAS, the City Manager’s travel budget was kept unchanged, therefore, if Council elects to send the City Manager to attend this years’ One Voice legislative event, funds are available; and

WHEREAS, the following options were considered by Council:

Options Include	Cost	Budget Amendment
1. Send 2 Council Members & City Manager	Approx. \$13,800	Approx. \$9,200
2. Send 1 Council Member & City Manager	Approx. \$9,200	Approx. \$4,600
3. Send 1 Council Member	Approx. \$4,600	Approx. \$4,600
4. Send City Manager	Approx. \$4,600	None
5. Do not send representatives in 2023	None	None

WHEREAS, the activity is not a Project as defined in Section 15378 of the State CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop discussed the matter and hereby approves option #____, to have City and Council participant(s) attend the 2023 One Voice legislative event in Washington, D.C.; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approve the corresponding budget amendment based on the selected option, from the General Fund Reserves to the City Council training and travel account:

Option #	Budget Amendment	Fund Account
1	\$9,200	1010-11-10-435-20-00
2	\$4,600	
3	\$4,600	
4	N/A	
5	N/A	

The foregoing resolution was passed and adopted this ____ day of ____ 202__, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:


ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

San Joaquin One Voice® ATTACHMENT "B"

The San Joaquin One Voice® trip to DC is scheduled for May 8-11, 2023 in Washington, DC*. The firm of C.J. Lake, LLC is once again scheduling and facilitating our meetings with our Congressional representatives, various transportation officials, and others from USDOT, housing, education, air quality, and water agencies.

Accommodations:

A block of rooms is being reserved at the Hilton Washington DC Capitol Hill Hotel (formerly Washington Court Hotel) for May 06-11, 2023. SJCOG has negotiated a group rate of \$369 (plus applicable taxes) for single and double occupancy. More details regarding accommodations will follow.

Link: Click to [book a room](#)
Group Name: San Joaquin Council of Governments
Group Code: SJCG
Check-in: 06-MAY-2023 OR 07-MAY-2023
Check-out: 11-MAY-2023
Hotel Name: Hilton Washington DC Capitol Hill
Hotel Address: 525 New Jersey Ave NW Washington,
DC, District of Columbia 20001

Registration:

A \$175 registration fee is required for each participant attending the 2023 San Joaquin One Voice® trip. The fee is due by April 14, 2023 and includes the costs of your materials, breakfast each day, and the SJCOG sponsored evening reception.

The registration fee for SJCOG Board members (or their elected designee) is waived, however, we do ask that everyone complete the attached form. Spouses and guests may participate in breakfasts/receptions on a per-diem basis.

Transportation:

Everyone is responsible for booking their own transportation to and from Washington, DC. SJCOG Board members (or their elected designee) shall be reimbursed for 50% of their airfare and hotel costs.

Cancellation Policy:

No refund of registration fees for all cancellations after April 21, 2023. Substitutions are accepted.

Additional Information:

A pre-trip planning session will be scheduled in early April (date and time are pending). We will be discussing logistics for the trip and identifying lead speakers and discussing their roles.

*Please note that plans may be subject to change due to the status of COVID-19 at the time of the trip, ability to meet in person with administration and legislative persons, and travel restrictions



San Joaquin Council of Governments • 555 East Weber Avenue • Stockton, California
95202 Phone: 209-235-0600 • Fax: 209-235-0438 • Email: onevoice@sjcog.org



2023 San Joaquin One Voice® Registration Form

Name _____ Title: _____

Organization: _____

Address: _____ City: _____

State/Zip: _____ Phone: _____

Email: _____ Cell Phone: _____

Cost is **\$175 per person** and includes all breakfasts and the Wednesday evening reception. Registration fees apply to each **participant** (spouses and/or guests must pay if they will be participating in any meals) and must be paid by April 14. The registration fee is waived for SJCOG Board members. Registration fees underwrite the direct costs of the trip.

Amount Enclosed \$ _____

Additional Contact Information:

If you are filling out this registration form for someone and would like to be included in future communication for scheduling purposes please include your contact information below:

Name: _____ **Title:** _____

Email: _____ **Phone:** _____

Please Note:

The purpose of the San Joaquin One Voice® trip is to seek federal support or funding for projects of regional significance within San Joaquin County. In order to accomplish this goal, we need to present a unified presence as we meet with Congressional, Legislative, and Departmental representatives to advocate for the regionally significant issues that have been agreed upon during the COG selection process.

We understand many of our public officials do double-duty while in D.C. However, please keep in mind the effectiveness of the scheduled One Voice® meetings rely on participation from our delegates. Please discuss any separate meetings you may be scheduling with our staff so the One Voice® meeting schedule can be modified to insure maximum and comprehensive attendance at all One Voice® meetings.



San Joaquin Council of Governments • 555 East Weber Avenue • Stockton, California 95202
Phone: 209-235-0600 • Fax: 209-235-0438 • Email: onevoice@sjcog.org



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ITEM 6.1

**CITY MANAGER’S REPORT
FEBRUARY 13, 2023 CITY COUNCIL REGULAR MEETING**

ITEM: MAYOR’S REFERRAL

RECOMMENDATION: Appointment of One (1) Member to the Senior Advisory Commission, with Term Ending, June 30, 2024, Due to Unexpired Term Vacancy

SENIOR ADVISORY COMMITTEE – LMC CHAPTER 2.24

The Committee currently has one (1) seat available (unscheduled vacancy), with existing term ending June 30, 2024.

Unscheduled Vacancy Commissioner	Date of Appointment	Reappointment Date	Term Expiration Date
Syble Tompkins	10/11/2021	n/a	6/30/2024

One (1) application was received.

APPLICANT FOR CONSIDERATION:

1. Erica Crowder



COMMISSION/COMMITTEE APPLICATION

Applying for: Senior Advisory Commission Member

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission

Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission.

Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

RECEIVED
JAN 13 2023
CITY CLERK

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Erica L. Crowder

Address: [redacted] City: Lathrop Zip: 95330

Telephone (home) [redacted] Telephone (work) [redacted]

Telephone (cell) [redacted] Telephone (other) [redacted]

Email: [redacted] Resident of the City of Lathrop: 16 years

Do you have Transportation to attend the Commission meetings and Functions? Yes [checked] No []

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship n/a

Employment/Volunteer Information:

Happy Wanderers RV Club currently

Organization Date

Bay Area / Central Valley Club Secretary

Location Position(s)

Responsibilities/accomplishments: Keep accurate record of proceedings of all club meetings, handle all club correspondence, act in the absence of the Treasurer.

Organization Date

Location Position(s)

Responsibilities/accomplishments:

Community Activities that you have been involved with (feel free to attach additional pages)

Lathrop Senior Center	Member	currently
<i>Name of Organization</i>	<i>Position/Responsibilities</i>	<i>Dates</i>

<i>Name of Organization</i>	<i>Position/Responsibilities/Accomplishments</i>	<i>Dates</i>
-----------------------------	--	--------------

Special Awards or Recognitions you have received: "Certificate of Appreciation" in recognition for outstanding service to the City of San Francisco Police Department for performing duties with professionalism in the finest traditions of public service, 22 years. Awarded date of my retirement, 05/13/2022, by William Scott, Chief of Police.

Educational Information:

San Francisco State University	Bachelor of Arts	Criminal Justice	2009
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

City College of San Francisco	Associate of Science	Business Administration	1982
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>


Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

Recipient of the City and County of San Francisco (CCSF) "Certificate of Honor," presented to me on April 26, 2022, for outstanding service throughout my career with the CCSF for my efforts and dedication serving the public and benefitted the San Francisco Municipal Transportation Agency (MUNI) for five years, and most recently worked at the S.F. Police Department, as indicated that helped advance the Department's mission to excel in law enforcement, provided service with understanding, compassion, and integrity.

Awarded date 04/26/2022 by London N. Breed, Mayor.

I served as an executive assistant throughout my career with CCSF, reported to the highest department officials.

Please sign and date your application and submit to the Office of the City Clerk at the address below..



 Signature

01-13-2023

 Date

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

**City Clerk
 City of Lathrop
 390 Towne Centre Drive
 Lathrop, CA 95330**

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