

# March 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](http://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.



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



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See Reverse

## **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/1603088084?pwd=ajV1YkRxVlVlcVpsWTRSMG9LRENUZz09>**

- ✦ During the meeting, those joining by ZoomGov, will be allowed to speak prior to the close of public comment on an item. If you are using this method, please "raise the hand" feature to inform the City Clerk (meeting host) you wish to speak on the matter. Please ensure your computer speaker and microphone are fully functional.
- ✦ For audio / calling in only, dial: +1 (669) 254-5252 or +1 (669) 216-1590
  - To request to speak (same as the "raise hand" feature) press \*9 / When the City Clerk calls your name, press \*6 to unmute.
- ✦ Meeting Webinar ID: 160 308 8084 / Passcode: 087795
- ✦ If you are not able to attend the meeting in person or virtually - Public comment/questions will be accepted by email to City Clerk Teresa Vargas at [website cco@ci.lathrop.ca.us](mailto:cco@ci.lathrop.ca.us) or by calling (209) 941-7230
- ✦ Questions or comments must be submitted by 4:00 p.m., on the day of the meeting.
- ✦ To address City Council in person, please submit a purple card to the City Clerk indicating name, address, and number of the item upon which a person wishes to speak.

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

### **Addressing the Council**

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

## **Citizen's Forum**

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

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

## **General Information**

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

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

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

**CITY OF LATHROP  
CITY COUNCIL REGULAR MEETING  
MONDAY, MARCH 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 REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54957.6  
Agency Negotiator: Stephen J. Salvatore, City Manager  
Employee Organization: Lathrop Police Officer's Association

**RECONVENE**

1.2.2 REPORT FROM CLOSED SESSION

1.3 ROLL CALL

1.4 INVOCATION

1.5 PLEDGE OF ALLEGIANCE

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

1.7 INFORMATIONAL ITEM(S) – NONE

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

**2. PRESENTATIONS**

2.1 CERTIFICATE OF RECOGNITION TO THE LATHROP HIGH SCHOOL BOYS BASKETBALL TEAM

2.2 PRESENTATION REGARDING THE EAST BAY COMMUNITY ENERGY - CLEAN ENERGY PROVIDER

### **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 OPPOSE 2024 BALLOT INITIATIVE 21-0042A1 "THE TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT"**

Adopt Resolution to Oppose Initiative 21-0042A1 "The Taxpayer Protection and Government Accountability Act" State Ballot Measure Restricting Voters' Input and Local Taxing Authority

#### **4.3 APPROVE FACILITY FEE WAIVER REQUESTS FROM NATIVE C.O.R.E AND ALCOHOLICS ANONYMOUS**

Adopt Resolutions Approving the Facility Fee Waiver Requests from Native C.O.R.E for the Use of Scott Brooks Gymnasium for a Pow-Wow Event and Alcoholics Anonymous for the Use of the Lathrop Community Center Multi-Purpose Room for Weekly Meetings

- 4.4 APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH PEREGRINE TECHNOLOGIES, INC. FOR INTEGRATED SOFTWARE AS A SERVICE AND DATA VISUALIZATION PLATFORM  
Adopt Resolution Approving a Professional Service Agreement with Peregrine Technologies, Inc. for the Peregrine Platform
- 4.5 APPROVE THE PURCHASE OF CITY NETWORK ROUTER AND FIREWALL UPGRADES WITH SOLID NETWORKS, INC.  
Adopt Resolution Approving the Purchase of City Network Router and Firewall Upgrades with Solid Networks, Inc. and Related Budget Amendment
- 4.6 APPROVE THE PURCHASE OF HARDWARE AND SOFTWARE LICENSES WITH SOLID NETWORKS, INC. TO EXPAND THE CITY'S INFORMATION SYSTEMS INFRASTRUCTURE  
Adopt Resolution Approving the Purchase of Hardware and Software Licenses with Solid Networks, Inc. to Expand the City's Information Systems Infrastructure and Related Budget Amendment
- 4.7 APPROVE AMENDED AND RESTATED AGREEMENT WITH VEOLIA WATER WEST OPERATING SERVICES, INC., FOR THE OPERATION AND MAINTENANCE OF THE LATHROP CONSOLIDATED TREATMENT FACILITY AND APPROVE BUDGET AMENDMENT  
Adopt Resolution Approving the Amended and Restated Agreement with Veolia Water West Operating Services, Inc., for Wastewater Plant Operation and Maintenance of the Lathrop Consolidated Treatment Facility and Approve Budget Amendment
- 4.8 APPROVE PURCHASE FROM ROTO-LITE, INC. FOR LANDSCAPE IMPROVEMENT LIGHTING ON LATHROP ROAD, LOUISE AVENUE, AND GOLDEN VALLEY PARKWAY  
Adopt Resolution Approving the Purchase from Roto-Lite, Inc., for Streetscape Median Lighting on Lathrop Road from South Harlan Road to Fifth Street; Louise Avenue from South Harlan Road to Fifth Street; and Golden Valley Parkway from Towne Centre Drive to River Islands Parkway
- 4.9 APPROVE CONTRACT CHANGE ORDER NO. 1 WITH TIM PAXIN'S PACIFIC EXCAVATION, INC. DBA PACIFIC EXCAVATION FOR STREETLIGHTS FOR LOUISE AVENUE LANDSCAPE, CIP GG 21-15  
Approve Contract Change Order No. 1 with Tim Paxin's Pacific Excavation, Inc. dba Pacific Excavation for Streetlights for Louise Avenue Landscape, CIP GG 21-15

- 4.10 APPROVE PURCHASE AGREEMENT FROM JAM SERVICES, INC. FOR TRAFFIC SIGNAL EQUIPMENT FOR THE LOUISE AND MCKINLEY AVENUE INTERSECTION IMPROVEMENTS, CIP PS 15-02 AND APPROVE BUDGET AMENDMENT  
 Adopt Resolution to Approve Purchase Agreement from Jam Services, Inc. for Traffic Signal Equipment for the Louise Ave and McKinley Ave Intersection Improvements, CIP PS 15-02 and Approve Budget Amendment
- 4.11 APPROVE PARCEL MAP 22-09 AND OFFSITE IMPROVEMENT AGREEMENT WITH LATHROP LAND ACQUISITION, LLC FOR TWO COMMERCIAL AND HIGH DENSITY RESIDENTIAL LOTS LOCATED IN THE CLSP COMMERCIAL AREA  
 Adopt Resolution Approving Parcel Map 22-09 and Offsite Improvement Agreement with Lathrop Land Acquisition, LLC for Two Commercial and High Density Residential Lots Located in the Central Lathrop Specific Plan Commercial Area
- 4.12 REINSTATE AND EXTEND MASTER AGREEMENT AND APPROVE TASK ORDER NO. 9 WITH INTERWEST CONSULTING GROUP, INC. FOR PROFESSIONAL PROJECT SPECIFIC SERVICES IN THE BUILDING DEPARTMENT  
 Adopt Resolution Reinstating and Extending Master Consulting Agreement with Interwest Consulting Group, Inc. and Approving Task Order No. 9 to Provide Project Specific Plan Check and Inspection Services in the Building Department
- 4.13 ACCEPT THE GENERAL PLAN HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2022  
 Adopt Resolution Accepting the General Plan Housing Element Annual Progress Report for Calendar Year 2022 and Authorize Staff to Submit the Report to the Governor’s Office of Planning and Research and State Department of Housing and Community Development  
*CEQA STATUS: Not a Project as Defined in Article 20 § 15379 of the California Environmental Quality Act (CEQA) Guidelines*
- 4.14 ACCEPT LINEAR PARK IMPROVEMENTS ASSOCIATED WITH SIA FOR TRACT 4062 AND EP NO. 2022-16 FROM LATHROP LAND ACQUISITION, LLC, LOCATED WITHIN CLSP NEIGHBORHOOD 1C (TRACT 4062) AND APPROVE BUDGET AMENDMENT FOR MAINTENANCE  
 Adopt Resolution Accepting Linear Park Improvements Associated with Subdivision Improvement Agreement for Tract 4062 and Encroachment Permit No. 2022-16 from Lathrop Land Acquisition, LLC, Located within CLSP Neighborhood 1C (Tract 4062) and Approving Budget Amendment for Maintenance

- 4.15 ACCEPT PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITION FOR TRACT 4105, PHASE 1D, LOCATED IN THE CENTRAL LATHROP SPECIFIC PLAN FROM LATHROP LAND ACQUISITION, LLC AND APPROVE BUDGET AMENDMENT FOR MAINTENANCE  
Adopt Resolution Accepting Public Improvements with Associated Condition for Tract 4105, Phase 1D Located in the Central Lathrop Specific Plan from Lathrop Land Acquisition, LLC and Approving Budget Amendment for Maintenance
- 4.16 ACCEPT PUBLIC IMPROVEMENTS, PUBLIC RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENTS ASSOCIATED WITH EP NO. 2020-67, LOCATED AT 15299 MCKINLEY AVENUE FROM SUNRISE TRUCKING INC.  
Adopt Resolution Accepting Public Improvements, Public Right-of-Way and Public Utility Easements Associated with Encroachment Permit No. 2020-67 from Sunrise Trucking Inc., located at 15299 McKinley Avenue
- 4.17 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY DSS COMPANY DBA KNIFE RIVER CONSTRUCTION FOR THE RIVER ISLANDS PARKWAY WIDENING – PHASE 2, CIP PS 06-06  
Adopt Resolution Accepting Public Improvements Constructed by DSS Company dba Knife River Construction for River Islands Parkway Widening Project – Phase 2, CIP PS 06-06, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- 4.18 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY AMERICAN PAVEMENT SYSTEMS, INC. FOR THE CITYWIDE PAVEMENT MAINTENANCE AND REHABILITATION, CIP PS 21-12  
Adopt Resolution Accepting Public Improvements Constructed by American Pavement Systems, Inc. for the Citywide Pavement Maintenance and Rehabilitation, CIP PS 21-12, and Authorizing the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- 4.19 AWARD CONSTRUCTION CONTRACT TO STOCKBRIDGE GENERAL CONTRACTING, INC. FOR MILESTONE MANOR PARK IMPROVEMENTS, CIP PK 20-02 AND APPROVE BUDGET AMENDMENT  
Adopt Resolution Awarding a Construction Contract to Stockbridge General Contracting, Inc. for the Milestone Manor Park Improvements, CIP PK 20-02 and Approving Budget Amendment
- 4.20 CREATE CIP PS 23-15, ROAD AND LEVEE ACCESS GATES, AWARD CONSTRUCTION CONTRACT TO PISOR FENCE DIVISION, INC. AND APPROVE BUDGET AMENDMENT  
Adopt Resolution Approving the Creation of CIP PS 23-15, Road and Levee Access Gates, Awarding a Construction Contract to Pisor Fence Division, Inc. and Approving Budget Amendment



- 4.21 APPROVE COMMUNITY PARTNERSHIP AGREEMENT BETWEEN THE CITY OF LATHROP AND THE JUNETEENTH COMMITTEE TO CELEBRATE THE JUNETEENTH NATIONAL INDEPENDENCE DAY FEDERAL HOLIDAY  
Adopt Resolution Approving a Community Partnership Agreement between the City of Lathrop and the Juneteenth Committee in Order to Better Serve the Community and Celebrate the Juneteenth National Independence Day Federal Holiday

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

- 4.22 AUTHORIZE THE FORMATION OF COMMUNITY FACILITIES DISTRICT NO. 2023-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)  
Adopt Resolution of Intention to Establish City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) and a Future Annexation Area to Finance Public Services and Facilities

**5. SCHEDULED ITEMS**

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE AMENDING THE SPEED LIMITS IN THE CITY OF LATHROP, TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.08 SPEED LIMITS, SECTION 10.08.030 SPEED LIMITS OF THE LATHROP MUNICIPAL CODE  
City Council to Consider the Following:
1. Hold a Public Hearing; and
  2. Introduction and First Reading of an Ordinance of the City Council of the City of Lathrop Amending Section 10.08.030 "Speed Limits" of the Lathrop Municipal Code
- 5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER APPROVAL OF NEW FEES AND UPDATE FEES IN THE PUBLIC SAFETY SECTION OF THE CITY OF LATHROP'S MASTER FEE SCHEDULE  
City Council to Consider the Following:
1. Hold a Public Hearing; and
  2. Adopt Resolution Approving the New Fees and Updated Fees in the Public Safety Section of the City of Lathrop's Master Fee Schedule
- 5.3 BIENNIAL BUDGET FISCAL YEAR (FY) 2022 – 2023 MID-YEAR REPORT (YEAR 2)  
Adopt Resolution Approving the Mid-Year Budget Report for Year 2 of the Biennial Budget Fiscal Year 2022-23 and Related Budget Augmentation Request

## 6. COUNCIL COMMUNICATIONS

- 6.1 COUNCILMEMBER DIALLO REFERRAL: Discussion to Consider Student Internship Program for High School Students
- 6.2 COUNCILMEMBER TORRES-O'CALLAGHAN REFERRAL: Discussion Regarding Implementing an Acquisition and Cataloging System of Community Member Donated Collection Pieces in Anticipation of a Future City of Lathrop Historical Museum
- 6.3 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)
- *Central Valley Executive Committee/LOCC (Akinjo/Diallo)*
  - *Council of Governments (Lazard/Diallo)*
  - *Integrated Waste Management Solid Waste Division (Akinjo/Torres-O'Callaghan)*
  - *Reclamation District 17 Joint Powers Authority (Salvatore)*
  - *San Joaquin Partnership Board of Directors (Salvatore)*
  - *San Joaquin County Commission on Aging (Zavala)*
  - *San Joaquin Valley Air Pollution Control District (Akinjo/Dhaliwal)*
  - *Water Advisory Board (Torres-O'Callaghan/Lazard)*
  - *Tri Valley-San Joaquin Valley Regional Rail Authority (Akinjo)*
  - *San Joaquin Area Flood Control Agency (Akinjo & Lazard)*
  - *LAFCo (Diallo)*
- 6.4 MAYOR & COUNCILMEMBER COMMENT(S)

## 7. ADJOURNMENT

*/Teresa Vargas/*

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Teresa Vargas, MMC  
Government Services Director/  
City Clerk

## ITEM 4.2

### CITY MANAGER'S REPORT MARCH 13, 2023 CITY COUNCIL REGULAR MEETING

**ITEM:** **OPPOSE 2024 BALLOT INITIATIVE 21-0042A1 "THE TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT"**

**RECOMMENDATION:** **Adopt Resolution to Oppose Initiative 21-0042A1 "The Taxpayer Protection and Government Accountability Act" State Ballot Measure Restricting Voters' Input and Local Taxing Authority**

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#### **SUMMARY:**

The proposed Taxpayer Protection and Government Accountability Act limits voters' authority and input, adopts new and stricter rules for raising taxes and fees, and makes it more difficult to hold violators of state and local laws accountable. Cal Cities is requesting Cities to adopt a resolution demonstrating how harmful this measure would be to communities and people of the State of California.

The measure puts billions of local government tax and fee revenues at risk statewide with related core public service impacts. The measure would have significant negative impacts on the City of Lathrop operations and core service delivery. The proposed constitutional initiative is sponsored by the California Business Roundtable.

On February 14, 2022, City Council approved the initial opposition letter, however the League of California Cities, has requested that Cities approve the updated resolution language and oppose this measure.

#### **BACKGROUND:**

On January 4, 2022, the California Business Roundtable filed the "Taxpayer Protection and Government Accountability Act" or AG# 21-0042A1. On Feb. 1, 2023, the measure qualified for the November 2024 ballot.

The League of California Cities, along with a broad coalition of local governments, labor and public safety leaders, infrastructure advocates, and businesses, strongly opposes this initiative.

Local government revenue-raising authority is currently substantially restricted by state statute and constitutional provisions, including the voter approved provisions of Proposition 13 of 1978, Proposition 218 of 1996, and Proposition 26 of 2010. The Taxpayer Protection and Government Accountability Act adds and expands restrictions on voters and local government tax and fee authority.

Staff is requesting City Council adopt a Resolution to oppose Initiative 21-0042A1 "The Taxpayer Protection and Government Accountability Act" and state ballot measure restricting voters' input and local taxing authority. If adopted, this resolution will be submitted to Cal Cities Ballot Measures Department.

**REASON FOR RECOMMENDATION:**

**Effective date**

- All new or increased taxes or fees adopted by the Legislature, a city council, or the local voters after Jan. 1, 2022, must comply with the Act's new rules.

**State taxes**

- All new or increased state taxes will require majority voter approval.

**Local taxes**

- New requirements for voter approval;
  - Existing tax is applied to a newly annexed territory.
  - Existing tax is applied to a new service or product, for example when a utility user tax is applied to a new service.
- All new or increased taxes adopted after Jan. 1, 2022, must include a sunset date.

**Fees and charges**

- Requires that charges for access, use and rental of government property be "reasonable" such as fees charged for use of government facilities and public works infrastructure to oil companies, utilities, gas companies, cable companies, and other corporations.
- Fees and charges for services and permits may not exceed the "actual cost" of providing the product or service for which the fee is charged. "Actual cost" is the "minimum amount necessary." Examples include planning services, excavation and encroachment permits, preparation of candidate statement, and permit parking.
- State and cities have burden of proving by "clear and convincing evidence" that a fee/charge is not a tax, that the amount is reasonable, and that it does not exceed the "actual cost."
- No fee or charge or exaction regulating vehicle miles traveled can be imposed on new development.

**CITY MANAGER'S REPORT  
MARCH 13, 2023 CITY COUNCIL REGULAR MEETING  
OPPOSE 2024 BALLOT INITIATIVE 21-0042A1 "THE TAXPAYER  
PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT"**

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**Fines and penalties [administrative enforcement of state law and municipal codes]**

- May require voter approval of fines and penalties for corporations and property owners that violate state and local laws unless a new, undefined adjudicatory process is used to impose the fines and penalties. Examples include nuisance abatement, organic waste reduction requirements, and failure to maintain a vacant property.

**FISCAL IMPACT:**

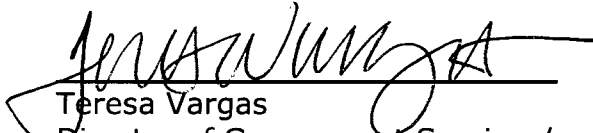
The Taxpayer Protection and Government Accountability Act would significantly impact local government municipal finances and services which puts billions of dollars currently dedicated to state and local services at risk, and could force cuts to public schools, fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more.

**ATTACHMENTS:**

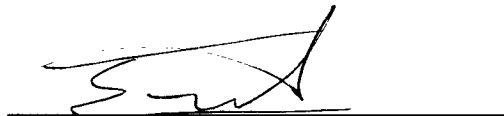
- A. Resolution opposing Initiative 21-0042A1 "The Taxpayer Protection And Government Accountability Act" State Ballot Measure restricting voters' input and Local Taxing Authority
- B. Initiative 21-0042A1 "The Taxpayer Protection And Government Accountability Act"
- C. Draft letter opposing Initiative 21-0042A1

**CITY MANAGER'S REPORT  
MARCH 13, 2023 CITY COUNCIL REGULAR MEETING  
OPPOSE 2024 BALLOT INITIATIVE 21-0042A1 "THE TAXPAYER  
PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT"**


**APPROVALS:**

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

3/6/2023  
\_\_\_\_\_  
Date

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

3-6-2023  
\_\_\_\_\_  
Date

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

3-7-23  
\_\_\_\_\_  
Date

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP OPPOSING INITIATIVE 21-0042A1 "THE TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT" STATE BALLOT MEASURE RESTRICTING VOTERS' INPUT AND LOCAL TAXING AUTHORITY**

**WHEREAS**, an association representing California's wealthiest corporations and developers is spending millions to push a deceptive proposition aimed for the November 2024 statewide ballot; and

**WHEREAS**, the measure includes undemocratic provisions that would make it more difficult for local voters to pass measures needed to fund local services and infrastructure, and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent; and

**WHEREAS**, the measure creates new constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, including local infrastructure and our environment; and

**WHEREAS**, the measure may make it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods; and

**WHEREAS**, the measure puts billions of dollars currently dedicated to local services at risk and could force cuts to fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more; and

**NOW, THEREFORE, BE IT RESOLVED** that the City of Lathrop, opposes Initiative 21-0042A1; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the City of Lathrop will join the NO on Initiative 21-0042A1 coalition, a growing coalition of public safety, education, labor, local government, infrastructure advocates, and other organizations throughout the state.

The foregoing resolution was passed and adopted this 13<sup>th</sup> day of March 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Sonny Dhaliwal, Mayor

**ATTEST:**

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Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**



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Salvador Navarrete, City Attorney



ATTACHMENT B

BELL, McANDREWS & HILTACHK, LLP  
ATTORNEYS AND COUNSELORS AT LAW  
455 CAPITOL MALL, SUITE 600  
SACRAMENTO, CALIFORNIA 95814

(916) 442-7757  
FAX (916) 442-7759  
www.bmhlaw.com

21-0042 Amdt. # 1

January 4, 2022

RECEIVED

JAN 04 2022

INITIATIVE COORDINATOR  
ATTORNEY GENERAL'S OFFICE

Anabel Renteria  
Initiative Coordinator  
Office of the Attorney General  
State of California  
PO Box 994255  
Sacramento, CA 94244-25550

Re: Initiative 21-0042 - Amendment Number One

Dear Initiative Coordinator:

Pursuant to subdivision (b) of Section 9002 of the Elections Code, enclosed please find Amendment #1 to Initiative No. 21-0042 "The Taxpayer Protection and Government Accountability Act." The amendments are reasonably germane to the theme, purpose or subject of the initiative measure as originally proposed.

I am the proponent of the measure and request that the Attorney General prepare a circulating title and summary of the measure as provided by law, using the amended language.

Thank you for your time and attention processing my request.

Sincerely,



Thomas W. Hiltachk

## The Taxpayer Protection and Government Accountability Act

[Deleted codified text is denoted in ~~strikeout~~. Added codified text is denoted by *italics and underline*.]

### Section 1. Title

This Act shall be known, and may be cited as, the Taxpayer Protection and Government Accountability Act.

### Section 2. Findings and Declarations

(a) Californians are overtaxed. We pay the nation's highest state income tax, sales tax, and gasoline tax. According to the U.S. Census Bureau, California's combined state and local tax burden is the highest in the nation. Despite this, and despite two consecutive years of obscene revenue surpluses, state politicians in 2021 alone introduced legislation to raise more than \$234 *billion* in new and higher taxes and fees.

(b) Taxes are only part of the reason for California's rising cost-of-living crisis. Californians pay billions more in hidden "fees" passed through to consumers in the price they pay for products, services, food, fuel, utilities and housing. Since 2010, government revenue from state and local "fees" has more than doubled.

(c) California's high cost of living not only contributes to the state's skyrocketing rates of poverty and homelessness, they are the pushing working families and job-providing businesses out of the state. The most recent Census showed that California's population dropped for the first time in history, costing us a seat in Congress. In the past four years, nearly 300 major corporations relocated to other states, not counting thousands more small businesses that were forced to move, sell or close.

(d) California voters have tried repeatedly, at great expense, to assert control over whether and how taxes and fees are raised. We have enacted a series of measures to make taxes more predictable, to limit what passes as a "fee," to require voter approval, and to guarantee transparency and accountability. These measures include Proposition 13 (1978), Proposition 62 (1986), Proposition 218 (1996), and Proposition 26 (2010).

(e) Contrary to the voters' intent, these measures that were designed to control taxes, spending and accountability, have been weakened and hamstrung by the Legislature, government lawyers, and the courts, making it necessary to pass yet another initiative to close loopholes and reverse hostile court decisions.

### Section 3. Statement of Purpose

(a) In enacting this measure, the voters reassert their right to a voice and a vote on new and higher taxes by requiring any new or higher tax to be put before voters for approval. Voters also intend that all fees and other charges are passed or rejected by the voters themselves or a governing body elected by voters and not unelected and unaccountable bureaucrats.

(b) Furthermore, the purpose and intent of the voters in enacting this measure is to increase transparency and accountability over higher taxes and charges by requiring any tax measure placed on the ballot—

either at the state or local level—to clearly state the type and rate of any tax, how long it will be in effect, and the use of the revenue generated by the tax.

(c) Furthermore, the purpose and intent of the voters in enacting this measure is to clarify that any new or increased form of state government revenue, by any name or manner of extraction paid directly or indirectly by Californians, shall be authorized only by a vote of the Legislature and signature of the Governor to ensure that the purposes for such charges are broadly supported and transparently debated.

(d) Furthermore, the purpose and intent of the voters in enacting this measure is also to ensure that taxpayers have the right and ability to effectively balance new or increased taxes and other charges with the rapidly increasing costs Californians are already paying for housing, food, childcare, gasoline, energy, healthcare, education, and other basic costs of living, and to further protect the existing constitutional limit on property taxes and ensure that the revenue from such taxes remains local, without changing or superseding existing constitutional provisions contained in Section 1(c) of Article XIII A.

(e) In enacting this measure, the voters also additionally intend to reverse loopholes in the legislative two-thirds vote and voter approval requirements for government revenue increases created by the courts including, but not limited to, *Cannabis Coalition v. City of Upland*, *Chamber of Commerce v. Air Resources Board*, *Schmeer v. Los Angeles County*, *Johnson v. County of Mendocino*, *Citizens Assn. of Sunset Beach v. Orange County Local Agency Formation Commission*, and *Wilde v. City of Dunsmuir*.

Section 4. Section 3 of Article XIII A of the California Constitution is amended to read:

Sec. 3(a) Every levy, charge, or exaction of any kind imposed by state law is either a tax or an exempt charge.

(b)(1) (a) Any change in state statute law which results in any taxpayer paying a new or higher tax must be imposed by an act passed by not less than two-thirds of all members elected to each of the two houses of the Legislature, and submitted to the electorate and approved by a majority vote, except that no new ad valorem taxes on real property, or sales or transaction taxes on the sales of real property, may be imposed. Each Act shall include:

(A) A specific duration of time that the tax will be imposed and an estimate of the annual amount expected to be derived from the tax.

(B) A specific and legally binding and enforceable limitation on how the revenue from the tax can be spent. If the revenue from the tax can be spent for unrestricted general revenue purposes, then a statement that the tax revenue can be spent for "unrestricted general revenue purposes" shall be included in a separate, stand-alone section. Any proposed change to the use of the revenue from the tax shall be adopted by a separate act that is passed by not less than two-thirds of all members elected to each of the two houses of the Legislature and submitted to the electorate and approved by a majority vote.

(2) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, including a measure proposed by an elector pursuant to Article II, include:

(A) The type and amount or rate of the tax;

(B) The duration of the tax; and

(C) The use of the revenue derived from the tax.

(c) Any change in state law which results in any taxpayer paying a new or higher exempt charge must be imposed by an act passed by each of the two houses of the Legislature. Each act shall specify the type of exempt charge as provided in subdivision (e), and the amount or rate of the exempt charge to be imposed.

(d) (b) As used in this section and in Section 9 of Article II, "tax" means every ~~any~~ levy, charge, or exaction of any kind imposed by the State state law that is not an exempt charge, except the following:

(e) As used in this section, "exempt charge" means only the following:

~~(1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the State of conferring the benefit or granting the privilege to the payor.~~

(1) (2) A reasonable charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable actual costs to the State of providing the service or product to the payor.

(2) (3) A charge imposed for the reasonable regulatory costs to the State incident to issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

(3) A levy, charge, or exaction collected from local units of government, health care providers or health care service plans that is primarily used by the State of California for the purposes of increasing reimbursement rates or payments under the Medi-Cal program, and the revenues of which are primarily used to finance the non-federal portion of Medi-Cal medical assistance expenditures.

(4) A reasonable charge imposed for entrance to or use of state property, or the purchase, rental, or lease of state property, except charges governed by Section 15 of Article XI.

(5) A fine, or penalty, ~~or other monetary charge~~ including any applicable interest for nonpayment thereof, imposed by the judicial branch of government or the State, as a result of a state administrative enforcement agency pursuant to adjudicatory due process, to punish a violation of law.

(6) A levy, charge, assessment, or exaction collected for the promotion of California tourism pursuant to Chapter 1 (commencing with Section 13995) of Part 4.7 of Division 3 of Title 2 of the Government Code.

(f) (e) Any tax or exempt charge adopted after January 1, ~~2022~~ 2010, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted by the Legislature and signed into law by the Governor in compliance with the requirements of this section.

(g) (1) (d) The State bears the burden of proving by a preponderance of the clear and convincing evidence that a levy, charge, or other exaction is an exempt charge and not a tax. The State bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor. ~~that the amount is no more than necessary to cover the reasonable costs of the governmental activity and~~

that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity

(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by state law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(3) The characterization of a levy, charge, or exaction of any kind as being voluntary, or paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be a factor in determining whether the levy, charge, or exaction is a tax or an exempt charge.

(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(h) As used in this section:

(1) "Actual cost" of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing "actual cost" the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.

(2) "Extend" includes, but is not limited to, doing any of the following with respect to a tax or exempt charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.

(3) "Impose" means adopt, enact, reenact, create, establish, collect, increase or extend.

(4) "State law" includes, but is not limited to, any state statute, state regulation, state executive order, state resolution, state ruling, state opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by the legislative or executive branches of state government. "State law" does not include actions taken by the Regents of the University of California, Trustees of the California State University, or the Board of Governors of the California Community Colleges.

Section 5. Section 1 of Article XIII C of the California Constitution is amended, to read:

Sec. 1. Definitions. As used in this article:

(a) "Actual cost" of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing "actual cost" the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.

(b) "Extend" includes, but is not limited to, doing any of the following with respect to a tax, exempt charge, or Article XIII D assessment, fee, or charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.

~~(c) (a)~~ "General tax" means any tax imposed for general governmental purposes.

~~(d)~~ "Impose" means adopt, enact, reenact, create, establish, collect, increase, or extend.

~~(e) (b)~~ "Local government" means any county, city, city and county, including a charter city or county, any special district, or any other local or regional governmental entity, or an elector pursuant to Article II or the initiative power provided by a charter or statute.

~~(f)~~ "Local law" includes, but is not limited to, any ordinance, resolution, regulation, ruling, opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by a local government.

~~(g) (c)~~ "Special district" means an agency of the State, formed pursuant to general law or a special act, for the local performance of governmental or proprietary functions with limited geographic boundaries including, but not limited to, school districts and redevelopment agencies.

~~(h) (d)~~ "Special tax" means any tax imposed for specific purposes, including a tax imposed for specific purposes, which is placed into a general fund.

~~(i) (e)~~ As used in this article, and in Section 9 of Article II, "tax" means every any-levy, charge, or exaction of any kind, imposed by a local government law that is not an exempt charge, ~~except the following:~~

~~(j)~~ As used in this section, "exempt charge" means only the following:

~~(1)~~ A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.

~~(1) (2)~~ A reasonable charge imposed for a specific local government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable actual costs to the local government of providing the service or product.

~~(2) (3)~~ A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

~~(3) (4)~~ A reasonable charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property.

~~(4) (5)~~ A fine, or penalty, or other monetary charge including any applicable interest for nonpayment thereof, imposed by the judicial branch of government or a local government administrative enforcement agency pursuant to adjudicatory due process, as a result of to punish a violation of law.

~~(5) (6)~~ A charge imposed as a condition of property development. No levy, charge, or exaction regulating or related to vehicle miles traveled may be imposed as a condition of property development or occupancy.

~~(6) (7)~~ An Assessments and property related fees assessment, fee, or charge imposed in accordance with the provisions of subject to Article XIII D, or an assessment imposed upon a business in a tourism marketing district, a parking and business improvement area, or a property and business improvement district.

(7) A charge imposed for a specific health care service provided directly to the payor and that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the health care service. As used in this paragraph, a "health care service" means a service licensed or exempt from licensure by the state pursuant to Chapters 1, 1.3, or 2 of Division 2 of the Health and Safety Code.

The local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Section 6. Section 2 of Article XIII C of the California Constitution is amended to read:

Sec. 2. Local Government Tax Limitation. Notwithstanding any other provision of this Constitution:

(a) Every levy, charge, or exaction of any kind imposed by local law is either a tax or an exempt charge. All taxes imposed by any local government shall be deemed to be either general taxes or special taxes. Special purpose districts or agencies, including school districts, shall have no power to levy general taxes.

(b) No local law government, whether proposed by the governing body or by an elector, may impose, extend, or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote. A general tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved. The election required by this subdivision shall be consolidated with a regularly scheduled general election for members of the governing body of the local government, except in cases of emergency declared by a unanimous vote of the governing body.

(c) Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b). ~~(d) No local law government, whether proposed by the governing body or by an elector,~~ may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote. A special tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved.

(d) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, include:

(1) The type and amount or rate of the tax;

(2) the duration of the tax; and

(3) The use of the revenue derived from the tax. If the proposed tax is a general tax, the phrase "for general government use" shall be required, and no advisory measure may appear on the same ballot that would indicate that the revenue from the general tax will, could, or should be used for a specific purpose.

(e) Only the governing body of a local government, other than an elector pursuant to Article II or the initiative power provided by a charter or statute, shall have the authority to impose any exempt charge. The governing body shall impose an exempt charge by an ordinance specifying the type of exempt charge

as provided in Section 1(i) and the amount or rate of the exempt charge to be imposed, and passed by the governing body. This subdivision shall not apply to charges specified in paragraph (7) of subdivision (i) of Section 1.

(f) No amendment to a Charter which provides for the imposition, extension, or increase of a tax or exempt charge shall be submitted to or approved by the electors, nor shall any such amendment to a Charter hereafter submitted to or approved by the electors become effective for any purpose.

(g) Any tax or exempt charge adopted after January 1, 2022, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted in compliance with the requirements of this section.

(h)(1) The local government bears the burden of proving by clear and convincing evidence that a levy, charge or exaction is an exempt charge and not a tax. The local government bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor.

(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by a local law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(3) The characterization of a levy, charge, or exaction of any kind imposed by a local law as being paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be factors in determining whether the levy, charge, or exaction is a tax or an exempt charge.

(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

Section 7. Section 3 of Article XIII D of the California Constitution is amended, to read:

Sec. 3. Property Taxes, Assessments, Fees and Charges Limited

(a) No tax, assessment, fee, ~~or~~ charge, or surcharge, including a surcharge based on the value of property, shall be assessed ~~by any agency~~ upon any parcel of property or upon any person as an incident of property ownership except:

(1) The ad valorem property tax ~~imposed pursuant to~~ described in Section 1(a) of Article XIII and Section 1(a) of Article XIII A, and described and enacted pursuant to the voter approval requirement in Section 1(b) of Article XIII A.

(2) Any special non-ad valorem tax receiving a two-thirds vote of qualified electors pursuant to Section 4 of Article XIII A, or after receiving a two-thirds vote of those authorized to vote in a community facilities district by the Legislature pursuant to statute as it existed on December 31, 2021.

(3) Assessments as provided by this article.

(4) Fees or charges for property related services as provided by this article.



(b) For purposes of this article, fees for the provision of electrical or gas service shall not be deemed charges or fees imposed as an incident of property ownership.

Section 8. Sections 1 and 14 of Article XIII are amended to read:

Sec. 1 Unless otherwise provided by this Constitution or the laws of the United States:

(a) All property is taxable and shall be assessed at the same percentage of fair market value. When a value standard other than fair market value is prescribed by this Constitution or by statute authorized by this Constitution, the same percentage shall be applied to determine the assessed value. The value to which the percentage is applied, whether it be the fair market value or not, shall be known for property tax purposes as the full value.

(b) All property so assessed shall be taxed in proportion to its full value.

(c) All proceeds from the taxation of property shall be apportioned according to law to the districts within the counties.

Sec. 14. All property taxed by state or local government shall be assessed in the county, city, and district in which it is situated. Notwithstanding any other provision of law, such state or local property taxes shall be apportioned according to law to the districts within the counties.

Section 9. General Provisions

A. This Act shall be liberally construed in order to effectuate its purposes.

B. (1) In the event that this initiative measure and another initiative measure or measures relating to state or local requirements for the imposition, adoption, creation, or establishment of taxes, charges, and other revenue measures shall appear on the same statewide election ballot, the other initiative measure or measures shall be deemed to be in conflict with this measure. In the event that this initiative measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and the provisions of the other initiative measure or measures shall be null and void.

(2) In furtherance of this provision, the voters hereby declare that this measure conflicts with the provisions of the "Housing Affordability and Tax Cut Act of 2022" and "The Tax Cut and Housing Affordability Act," both of which would impose a new state property tax (called a "surcharge") on certain real property, and where the revenue derived from the tax is provided to the State, rather than retained in the county in which the property is situated and for the use of the county and cities and districts within the county, in direct violation of the provisions of this initiative.

(3) If this initiative measure is approved by the voters, but superseded in whole or in part by any other conflicting initiative measure approved by the voters at the same election, and such conflicting initiative is later held invalid, this measure shall be self-executing and given full force and effect.

C. The provisions of this Act are severable. If any portion, section, subdivision, paragraph, clause, sentence, phrase, word, or application of this Act is for any reason held to be invalid by a decision of any court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this Act. The People of the State of California hereby declare that they would have adopted this Act and each and every portion, section, subdivision, paragraph, clause, sentence, phrase, word, and application not

declared invalid or unconstitutional without regard to whether any portion of this Act or application thereof would be subsequently declared invalid.

D. If this Act is approved by the voters of the State of California and thereafter subjected to a legal challenge alleging a violation of state or federal law, and both the Governor and Attorney General refuse to defend this Act, then the following actions shall be taken:

(1) Notwithstanding anything to the contrary contained in Chapter 6 of Part 2 of Division 3 of Title 2 of the Government Code or any other law, the Attorney General shall appoint independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(2) Before appointing or thereafter substituting independent counsel, the Attorney General shall exercise due diligence in determining the qualifications of independent counsel and shall obtain written affirmation from independent counsel that independent counsel will faithfully and vigorously defend this Act. The written affirmation shall be made publicly available upon request.

(3) A continuous appropriation is hereby made from the General Fund to the Controller, without regard to fiscal years, in an amount necessary to cover the costs of retaining independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(4) Nothing in this section shall prohibit the proponents of this Act, or a bona fide taxpayers association, from intervening to defend this Act.

**SAMPLE OPPOSE LETTER**

Email a copy to [BallotMeasures@calcities.org](mailto:BallotMeasures@calcities.org) as well as your Regional Public Affairs Manager.

\*\*\*CITY LETTERHEAD\*\*\*

DATE

Bismarck Obando  
Director of Public Affairs, League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Letter Opposing Initiative 21-0042A1**

On DATE, the City/Town of \_\_\_\_\_ voted to oppose Initiative 21-0042A1, a deceptive, developer-sponsored proposition aimed for the November 2024 statewide ballot that would significantly jeopardize cities' ability to provide essential services and infrastructure for our residents.

The measure includes undemocratic provisions that would make it more difficult for local voters to pass measures needed to fund local services and projects and would limit voter input by prohibiting local advisory measures where voters can express a preference on how they want their local tax dollars spent.

This measure creates new constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, including impacts on local infrastructure and our environment.

This measure also may make it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods.

Unless defeated, the measure puts billions of dollars currently dedicated to local services at risk, and could force cuts to fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more.

**PLEASE CITE SPECIFIC IMPACTS TO YOUR CITY THAT WOULD RESULT FROM THIS INITIATIVE.**

The measure benefits wealthy corporations and real estate developers while decimating our local communities and neighborhoods.

You may list the City/Town of \_\_\_\_\_ in formal opposition to Initiative # 21-0042A1 and include our city as part of the growing coalition of public safety, labor, local government, infrastructure advocates, and other organizations throughout the state opposed to this deceptive proposition.

Sincerely,

NAME

TITLE

CITY/TOWN of \_\_\_\_\_

## ITEM 4.3

### CITY MANAGERS REPORT MARCH 13, 2023 CITY COUNCIL REGULAR MEETING

**ITEM:** **APPROVE FACILITY FEE WAIVER REQUESTS FROM NATIVE C.O.R.E AND ALCOHOLICS ANONYMOUS**

**RECOMMENDATION:** **Adopt Resolutions Approving the Facility Fee Waiver Requests from Native C.O.R.E for the Use of Scott Brooks Gymnasium for a Pow Wow Event and Alcoholics Anonymous for the Use of the Lathrop Community Center Multi-Purpose Room for Weekly Meetings**

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#### **SUMMARY:**

Native C.O.R.E and Alcoholics Anonymous have submitted Fee Waiver requests for the use of the Lathrop Community Center for events and meetings in accordance with the Fee Waiver Policy. Native C.O.R.E has requested that Council waive the fees associated with the rental of the Scott Brooks Gymnasium for a single day Pow Wow event. This event is expected to have approximately 200 people in attendance. Alcoholics Anonymous has requested that Council waive the fees associated with the rental of the Lathrop Community Center Multi-Purpose room for weekly AA meetings and serves 25 people weekly. The Pow Wow event and AA meetings are open to the public.

The Parks and Recreation Commission typically reviews and makes recommendations on approving Fee Waiver requests, however, the March 2, 2023 meeting has been cancelled. In order to move forward with the Fee Waiver requests for both organizations, City staff reviewed these requests, and found they meet the requirements of the Fee Waiver Policy and are of public benefit, de minimis in nature and not subsidized from other facility fees. Staff requests that the Council review and approve the proposed resolutions for fee waivers requested by Native C.O.R.E and Alcoholics Anonymous.

#### **BACKGROUND:**

In 2011, City Council approved a Fee Waiver Policy that was proposed by the Parks and Recreation Commission. Staff recently received two requests for fee waivers that meet the requirements of the Fee Waiver Policy, from local organizations for the use of City facilities to support their activities. Native C.O.R.E and Alcoholics Anonymous are local (San Joaquin County) non-profit organizations who are active within the Lathrop community. Native C.O.R.E's mission is to focus on the values of wellbriety and the to deter Native youth from substance abuse. Alcoholics Anonymous' mission is to help its members find sobriety. The Pow Wow event and AA meetings will benefit the residents of Lathrop as detailed in their mission statements. The facility fee waiver

**CITY MANAGERS REPORT  
APPROVE FACILITY FEE WAIVER REQUEST FROM NATIVE C.O.R.E AND  
ALCOHOLICS ANONYMOUS**

requests are attached to this report from the organizations in the amount listed below:

- Native C.O.R.E for use of the Scott Brooks Gymnasium on April 15, 2023 in the amount of \$1,137.82
- Alcoholics Anonymous for the use of the Lathrop Community Center Multi-Purpose Room on Thursday evenings from 6:00 p.m. to 8:00 p.m. in the amount of \$5,672.58

**RECOMMENDATION:**

Staff recommends Council find the requested waivers provide a public benefit to the community and the amounts of the requests are de minimis in nature and not subsidized from other facility fees, and approve the Fee Waiver requests from the organizations listed above.

**FISCAL IMPACT:**

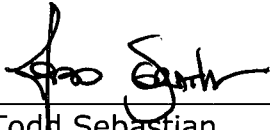
The fiscal impact of the Fee Waiver requests, including the facility rental fees and the associated cost for staffing, totals \$6,810.40.

**ATTACHMENTS:**

- A. Resolution to approve the Fee Waiver Request from Native C.O.R.E
- B. Native C.O.R.E Request for Fee Waiver and Facility Usage Calculations
- C. Resolution to approve the Fee Waiver Request from Alcoholics Anonymous
- D. Alcoholics Anonymous Request for Fee Waiver and Facility Usage Calculations

**CITY MANAGERS REPORT  
APPROVE FACILITY FEE WAIVER REQUEST FROM NATIVE C.O.R.E AND  
ALCOHOLICS ANONYMOUS**

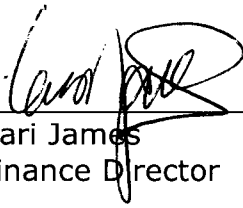
**APPROVALS:**



\_\_\_\_\_  
Todd Sebastian  
Director of Parks, Recreation and Maintenance Services

3.6.2023

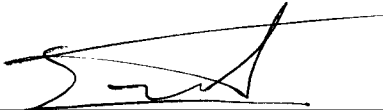
\_\_\_\_\_  
Date



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

3/7/2023

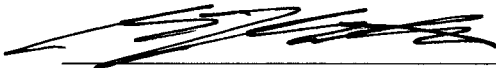
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Date



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

3.2.2023

\_\_\_\_\_  
Date



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

3.8.23

\_\_\_\_\_  
Date

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A FACILITY FEE WAIVER REQUEST FROM THE NATIVE C.O.R.E FOR USE OF THE SCOTT BROOKS GYMNASIUM FOR A POW WOW EVENT**

**WHEREAS**, Native C.O.R.E submitted a Fee Waiver request for the use of the Scott Brooks Gymnasium on April 15, 2023 from 9:00 a.m. to 7:00 p.m. for a Pow Wow event; and

**WHEREAS**, the Fee Waiver was reviewed by City staff and meets the requirements of the Fee Waiver Policy; and

**WHEREAS**, Native C.O.R.E's mission is to focus on the values of wellbriety and the to deter Native youth from substance abuse; and

**WHEREAS**, the City Council finds that this request provides a public benefit to the community, that the amount of the requested waiver is de minimis in nature and not subsidized from other facility fees.

**NOW, THEREFORE, BE IT RESOLVED** that the Council finds the requested Fee Waiver by Native C.O.R.E would provide a public benefit to the community, that the amount requested waiver is de minimis in nature and not subsidized from other facility fees. Let it be further resolved, the City Council of the City of Lathrop does hereby waive facility fees for the use of the Scott Brooks Gymnasium in the amount of \$1,137.82 including the facility rental fees and the associated cost for staffing.



The foregoing resolution was passed and adopted this 13<sup>th</sup> day of March 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

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Teresa Vargas, City Clerk



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Salvador Navarrete, City Attorney



Lathrop Parks & Recreation

390 Towne Centre Drive - Lathrop, CA 95330  
Phone (209) 941-7360 - Fax (209) 941-7219  
[www.ci.lathrop.ca.us](http://www.ci.lathrop.ca.us)

FACILITY RENTAL FEE WAIVER REQUEST FORM

Organization Name: Native C.O.P.E  
Contact Name: Ana Cervantes-Pena Email: [REDACTED]  
Address: [REDACTED]  
Type of Organization:  501(c)3,  501(c)4,  Governmental Agency,  
 Other; please specify: NON PROFIT

Date(s) of event: 04/15/23 Facility(s) requested: Scott Brooks Gym  
Name and Purpose of Event: Native Youth Powwow

The purpose of the Powwow is to empower our youth by creating an all run youth powwow. All headstaff will be youth, guided by mentors. They will learn the ins and outs of what its like to run, and dance at a Powwow. This is important because our elders will be able to guide the future generation. It will also give students a sense of accomplishment by providing a way to showcase thier skills learned through our Dance Classes (in partnership with Stockton unified).

Describe Frequency of Event: one-time / April 15<sup>th</sup> 9<sup>am</sup> - 7 pm

I have read the Facility Rental Fee Waiver policy. I am applying for a fee waiver based on the understanding and belief that my organization qualifies based on criterion identified in the Facility Fee Waiver Policy.

Signature: [REDACTED] Date: 2/16/23

Printed Name: Ana Cervantes Pena Title: Project Coordinator

## Native C.O.R.E

### Fee Calculations for 2023 Request for Use of Facilities

Facility	Month Rqstd	Dates Requested	Purpose	Total Hours	Rate/Day	Total Price
Lathrop Community Center	April	4/15/2023	Pow Wow	8	\$ 640.00	\$ 640.00
Application Fee	April	4/15/2023	Pow Wow	1	\$ 25.00	\$ 25.00
<b>TOTAL</b>						<b>\$665.00</b>

## City of Lathrop Staffing

### Fee Calculations for 2019-2020 Request Staff Time Associated with Fee Waiver Request

Event	Title	Hourly Rate	Hrs Rqstd	Total Price
Pow Wow	Recreation Leader	\$ 21.93	10	\$ 438.60
Pow Wow	Administrative	\$ 34.22	1	\$ 34.22
<b>TOTAL</b>				<b>\$472.82</b>

**\$1,137.82**

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A FACILITY FEE WAIVER REQUEST FROM THE ALCOHOLICS ANONYMOUS FOR USE OF THE LATHROP COMMUNITY CENTER MULTI-PURPOSE ROOM FOR WEEKLY MEETINGS**

**WHEREAS**, Alcoholics Anonymous submitted a Fee Waiver request for the use of the Lathrop Community Center Multi-Purpose Room on Thursday evenings from 6:00 p.m. to 8:00 p.m. for their weekly AA meetings; and

**WHEREAS**, the Fee Waiver was reviewed by City staff and meets the requirements of the Fee Waiver Policy; and

**WHEREAS**, Alcoholics Anonymous' mission is to help its members find sobriety; and

**WHEREAS**, the City Council finds that this request provides a public benefit to the community, that the amount of the request is de minimis in nature and not subsidized from other facility fees.

**NOW, THEREFORE, BE IT** that the Council finds the requested Fee Waiver by Alcoholics Anonymous would provide a public benefit to the community, that the amount requested waiver is de minimis in nature and not subsidized from other facility fees. Let it be further resolved, the City Council of the City of Lathrop does hereby waive facility fees for the use of the Lathrop Community Center Multi-Purpose Room in the amount of \$5,672.58 including the facility rental fees and the associated cost for staffing.

The foregoing resolution was passed and adopted this 13<sup>th</sup> day of March 2023, by the following vote:

AYES:

NOES:

ABSENT:


ABSTAIN:

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

ATTEST:

APPROVED AS TO FORM:

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

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



Lathrop Parks & Recreation

390 Towne Centre Drive – Lathrop, CA 95330  
Phone (209) 941-7360 – Fax (209) 941-7219  
[www.ci.lathrop.ca.us](http://www.ci.lathrop.ca.us)

**FACILITY RENTAL FEE WAIVER REQUEST FORM**

Organization Name: LATHROP GROUP

Contact Name: [Redacted] Email: [Redacted]

Address: [Redacted]

Type of Organization: AA 501(c)3, \_\_\_ 501(c)4, \_\_\_ Governmental Agency,  
\_\_\_ Other ; please specify: \_\_\_\_\_

Date(s) of event: Every Thursday Facility(s) requested: multi purpose room

Name and Purpose of Event: AA meetings

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\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe Frequency of Event: weekly

I have read the Facility Rental Fee Waiver policy. I am applying for a fee waiver based on the understanding and belief that my organization qualifies based on criterion identified in the Facility Fee Waiver Policy.

Signature: [Redacted]

Date: 10-13-22

Printed Name: [Redacted]

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

## Alcoholics Anonymous

### Fee Calculations for 2023 Request for Use of Facilities

Facility	Month Rqstd	Dates Requested	Purpose	Total Hours	Rate/Day	Total Price
Application Fee	March			1	\$ 25.00	\$ 25.00
LCC Multipurpose	March	16, 23, 30	Meetings	6	\$ 30.00	\$ 180.00
LCC Multipurpose	April	6, 13, 20, 27	Meetings	8	\$ 30.00	\$ 240.00
LCC Multipurpose	May	4, 11, 18, 25	Meetings	8	\$ 30.00	\$ 240.00
LCC Multipurpose	June	1, 8, 15, 22, 29	Meetings	10	\$ 30.00	\$ 300.00
LCC Multipurpose	July	6, 13, 20, 27	Meetings	8	\$ 30.00	\$ 240.00
LCC Multipurpose	August	3, 10, 17, 24, 31	Meetings	10	\$ 30.00	\$ 300.00
LCC Multipurpose	September	7, 14, 21, 28	Meetings	8	\$ 30.00	\$ 240.00
LCC Multipurpose	October	5, 12, 19, 26	Meetings	8	\$ 30.00	\$ 240.00
LCC Multipurpose	Novemebr	2, 9, 16, 30	Meetings	8	\$ 30.00	\$ 240.00
LCC Multipurpose	December	7, 21	Meetings	2	\$ 30.00	\$ 60.00
<b>TOTAL</b>						<b>\$2,305.00</b>

## City of Lathrop Staffing

### Fee Calculations for 2019-2020 Request Staff Time Associated with Fee Waiver Request

Event	Title	Hourly Rate	Hrs Rqstd	Total Price
Meetings	Recreation Leader	\$ 21.93	76	\$ 3,333.36
Meetings	Administrative	\$ 34.22	1	\$ 34.22
<b>TOTAL</b>				<b>\$3,367.58</b>

**\$5,672.58**

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## ITEM 4.4

### CITY MANAGER'S REPORT MARCH 13, 2023 CITY COUNCIL REGULAR MEETING

**ITEM:** **APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH PEREGRINE TECHNOLOGIES, INC. FOR INTEGRATED SOFTWARE AS A SERVICE AND DATA VISUALIZATION PLATFORM**

**RECOMMENDATION:** **Adopt a Resolution Approving a Professional Service Agreement with Peregrine Technologies, Inc. for the Peregrine Platform**

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#### **SUMMARY:**

In May 2022, the City entered into a Software-as-a-Service (SaaS) Agreement with Peregrine Technologies, Inc. ("Peregrine") for the implementation of the Peregrine Platform. The software was deployed in preparation of the City's new Lathrop Police Department, launched in July 2022. The Peregrine platform allows integration of various software solutions, such as Computer Aided Dispatch (CAD), Records Management Systems (RMS), Automatic License Plate Readers (ALPR), and Surveillance Camera Systems. The software platform is exclusively used by the Lathrop Police Department's sworn and non-sworn staff when searching and analyzing critical information across multiple systems to solve crime cases quickly. The terms of the Agreement began as an initial period and will expire in March 2023.

Staff has had positive results with the platform and recommends renewing the agreement with Peregrine to continue developing additional data visualization and integrations of software systems. The new term of the agreement will commence on March 31, 2023 and terminate on March 31, 2028. There is an annual service fee of \$110,000. The annual cost will include an unlimited number of user access to the Peregrine platform. In addition to the following services: onboarding and training services, additional data integration from other software solutions, and support services.

Staff is requesting Council adopt a resolution approving a five (5) year Software-as-a-Service Agreement with Peregrine Technologies, Inc. for a total sum not to exceed \$550,000.

#### **BACKGROUND:**

Peregrine Technologies, Inc. provides a real-time data analysis and visualization system that will integrate data from a broad range of the Lathrop Police Department's current and evolving information systems. The Peregrine platform will provide a single point of access to view and analyze valuable data from various sources, which will benefit the department and the City by:

**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**

**SOFTWARE AS A SERVICE AGREEMENT WITH PEREGRINE TECHNOLOGIES, INC.**

- Enabling real-time decision making and enhanced, proactive crime trend analysis
- Enabling staff to more easily respond to Public Records Act requests and the increased public demand for meaningful fact-based information related to crime trends and policing
- Assisting with faster resolution of criminal investigations
- Unlocking significant efficiency gains for the department by reducing the time it takes for uniformed and civilian staff to retrieve, analyze, and report on valuable data.

The Peregrine system has been utilized by other California law enforcement agencies since 2018 including agencies in Contra Costa, Alameda, Orange, and Riverside counties. Peregrine has a proven track record of CJIS compliance and adherence to the highest standards and best practices for data security and privacy protection.

In May 2022, the City entered into a Software-as-a-Service (SaaS) Agreement with Peregrine Technologies, Inc. (“Peregrine”) for the implementation of the Peregrine Platform. The software was deployed in preparation of the City’s new Lathrop Police Department, launched in July 2022. The software platform is exclusively used by the Lathrop Police Department’s sworn and non-sworn staff when searching and analyzing critical information across multiple systems to expedite the process of solving cases. The terms of the Agreement began as an initial period and will expire at the end of March 2023.

Peregrine submitted a proposal for a five (5) year term with an annual fixed fee of \$110,000 billed on a yearly basis. Staff had positive experience with the platform and recommends renewing an agreement with Peregrine for the proposed five (5) year term. The new term of the agreement will commence on March 31, 2023 and terminate on March 31, 2028. The full term of the agreement will cost \$550,000.

Below is a summary of the terms and annual cost of the SaaS Agreement with Peregrine Technologies, Inc.

<b>Fiscal Year</b>	<b>Term</b>	<b>Annual Cost</b>
FY 22/23	1 - 03/31/23-03/30/24	\$110,000
FY 23/24	2 - 03/31/24-03/30/25	\$110,000
FY 24/25	3 - 03/31/25-03/30/26	\$110,000
FY 25/26	4 - 03/31/26-03/30/27	\$110,000
FY 26/27	5 - 03/31/27-03/30/28	\$110,000
<b>Total Cost:</b>		<b>\$550,000</b>

The annual cost will include unlimited number of user access to the Peregrine platform. In addition to the following services: onboarding and training services, data integration from other software solutions, and support services.

**REASON FOR RECOMMENDATION:**

Peregrine Software allows integration with various software solutions to assist City's law enforcement with searching and analyzing critical information to solve cases quickly, all in one platform. Staff has had a positive experience with the platform and recommends renewing a multi-year software agreement with Peregrine Technologies, Inc.

**FISCAL IMPACT:**

There are sufficient funds within FY 2022-23 budget to cover the annual service fee for Year 1. The annual service fees due thereafter will be appropriated accordingly in each Fiscal Year's Budget.

**ATTACHMENTS:**

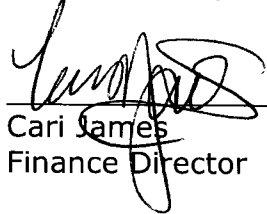
- A. Resolution Approving a Software-as-a-Service Agreement with Peregrine Technologies, Inc.
- B. City of Lathrop Professional Services Agreement with Peregrine Technologies, Inc.

**CITY MANAGER'S REPORT**  
**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**  
**SOFTWARE AS A SERVICE AGREEMENT WITH PEREGRINE**  
**TECHNOLOGIES, INC.**

**APPROVALS:**

  
\_\_\_\_\_  
Tony Fernandes  
Information Systems Director

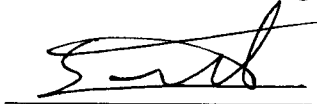
3-7-2023  
Date

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

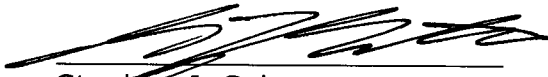
3/7/2023  
Date

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

3-7-2023  
Date

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

3-7-2023  
Date

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

3-8-23  
Date

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL A SERVICE AGREEMENT WITH PEREGRINE TECHNOLOGIES, INC. FOR THE PEREGRINE PLATFORM**

**WHEREAS**, the City entered into a Software-as-a-Service (SaaS) Agreement with Peregrine Technologies, Inc. ("Peregrine") in May 2022 for the implementation of the Peregrine Platform which is set to expire at the end of March 2023; and

**WHEREAS**, the software platform was deployed in preparation of the City's new Lathrop Police Department, launched in July 2022; and

**WHEREAS**, Peregrine Technologies, Inc. provides a real-time data analysis and visualization system that will integrate data from a broad range of the Lathrop Police Department's current and evolving information systems; and

**WHEREAS**, the platform is exclusively use by the Lathrop Police Department's sworn and non-sworn staff when searching and analyzing critical information across multiple systems to solve crime cases quickly; and

**WHEREAS**, Staff has had positive results with the platform and recommends approving an agreement with Peregrine for a five (5) year term with a total sum not to exceed \$550,000; and

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Lathrop does hereby approve the proposed Professional Service Agreement with Peregrine Technologies, Inc. for the Peregrine Platform.

The foregoing resolution was passed and adopted this 13<sup>th</sup> day of March 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 PROFESSIONAL SERVICES AGREEMENT  
WITH PEREGRINE TECHNOLOGIES, INC. FOR INTEGRATED SOFTWARE AS-A-  
SERVICE SOLUTION AND DATA VISUALIZATION PLATFORM  
FOR THE CITY OF LATHROP POLICE DEPARTMENT**

**THIS AGREEMENT**, dated for convenience this 31st of March 2023, is by and made and entered into by and between **PEREGRINE TECHNOLOGIES, INC.** (“CONSULTANT”) and the **CITY OF LATHROP**, a California municipal corporation (“CITY”);

**RECITALS:**

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

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

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

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

**AGREEMENT**

**(1) Scope of Service.**

CONSULTANT agrees to perform Professional Services for the Peregrine Platform in accordance with the scope of work and fee proposal submitted by the CONSULTANT, attached as Exhibit “A” and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession and CITY’S satisfaction.

**(2) Compensation.**

CITY hereby agrees to pay CONSULTANT a total sum not to exceed \$550,000 as described in Exhibit “A”.

CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 below. 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.

**(3) Effective Date and Term.**

This term of this Agreement commences on March 31, 2023 and it shall terminate no later than March 31, 2028.

**(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. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

**(5) Billings.**

CONSULTANT'S bills shall include date, date due, a list of all tasks performed by deliverable, a total amount due, the amounts previously billed, the net amount due on the invoice, and the balance remaining on the agreement and the CONSULTANT'S signature. 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 maximum amount of compensation provided in section (2) for listed services 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 clarify with the CITY any details of the design that are not specifically understood.

**(7) Assignment of Personnel.**

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, regardless of the reason, or the lack of a reason, according to the CITY'S request.

The services shall be performed by, or under the direct supervision, CONSULTANT's Authorized Representative: Nick Kister  
CONSULTANT shall not replace its Authorized Representatives without the prior written approval by the CITY.



**(8) 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.

**(9) 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. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

(b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement.

If a 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 there from, 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 claims 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) Cyber and Technology Liability Insurance. 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 no less than Two Million Dollars (\$2,000,000) per occurrence

Coverage shall be at least as broad to respond to the duties and obligations for:

- (i) Liability for network security failures or privacy breaches, including

- loss or unauthorized access and misuse of CITY electronic data and or information “property” used by CONSULTANT.
- (ii) Full value replacement of damage to, loss to, alternation of, or destruction of electronic data and or information “property” used by CONSULTANT.
  - (iii) Expenses related to regulatory compliance, fines, and penalties.
- (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.

**(10) 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, that (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.

**(11) 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.

**(12) Business Licenses.**

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

**(13) Termination.**

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

**(14) 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.

**(15) Notices.**

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

To City:	City of Lathrop City Clerk 390 Towne Centre Drive Lathrop, CA 95330
Copy to:	City of Lathrop Information Systems Department 390 Towne Centre Drive Lathrop, CA 95330 (209) 941-7340
FAX:	(209) 941-7339
To Consultant:	PEREGRINE TECHNOLOGIES, INC. Nick Kister 130 Bush Street, 8 <sup>th</sup> Floor San Francisco, CA 94101
Phone:	(916) 849-2222

**(16) Miscellaneous.**

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (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.
- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work; there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

- (k) Status of 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.
- (l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

**(17) General Contractor Responsibilities.**

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or CONSULTANT'S sub-consultants shall relieve the Consultant of its obligations, duties and responsibilities.

CITY agrees that the CITY, CONSULTANT and its sub-consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor' general liability insurance policy and that a Waiver of Subrogation in favor of CONSULTANT will be provided under the General Contractor's Workers Compensation policy. CITY will require General Contractor to provide evidence of such insurance to CITY and CONSULTANT prior to General Contractor beginning work on the project.

**(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.



Approved as to Form: City of Lathrop

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

3-7-2023

Recommended for Approval: City of Lathrop

\_\_\_\_\_  
Tony Fernandes Date  
Director of Information Systems

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

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

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

CONSULTANT: PEREGRINE TECHNOLOGIES, INC.  
Nicholas Noone  
President & CEO  
130 Bush Street  
San Francisco, CA, 95330

Fed ID # 38-4083465  
Business License # 20977

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

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

## EXHIBIT "A"

**Peregrine Customer Order Form**

Customer Information	
<b>Customer Name:</b> City of Lathrop	<b>Contact:</b> Tony Fernandes, IS Director
<b>Address:</b> 940 River Island Parkway, Lathrop, CA 95330	<b>Phone:</b> (209) 941-7349
<b>Email:</b> tfernandes@ci.lathrop.ca.us	<b>Fax:</b> N/A

Peregrine Services
<b>Effective Date:</b> March 31, 2023
<b>Term:</b> The term of this Agreement shall commence on March 31, 2023, and shall terminate on March 31, 2028.
<p><b>Service Fee:</b> Customer shall pay Peregrine a service fee of \$110,000 annually as follows:</p> <ol style="list-style-type: none"> <li>Annual fee within 30 days of the Effective Date</li> <li>Annual fee within 30 days of March 31, 2024</li> <li>Annual fee within 30 days of March 31, 2025</li> <li>Annual fee within 30 days of March 31, 2026</li> <li>Annual fee within 30 days of March 31, 2027</li> </ol>
<b>Users:</b> Customer may allow an unlimited number of employees of Lathrop Police (LPD) and Lathrop Information System (ISD) to access and use the Service.
<b>Onboarding and Training Services:</b> Peregrine will provide Customer with an introductory training session that provides an overview of the Service, background on accessible data sources as of the Effective Date and an introduction to the analytic capabilities of the Service. Peregrine will provide additional training, including refresher sessions and advanced training modules, from time to time upon mutual agreement of the parties.
<b>Professional Services:</b> Peregrine will provide access to the Peregrine platform and integrate data from the following customer source systems to enable priority workflows, as described below:

- Computer Aided Dispatch (CAD) provided by RIMS
- Records Management System (RMS) provided by RIMS
- License Plate Readers (LPR) provided by Vigilant, Insight, and Flock Fleet 3, with 12-month retention
- Video Management System (VMS) provided by Avigilon
- Digital Evidence Management System (DEMS) provided by Evidence.com

By integrating data from the sources mentioned above, Peregrine will support identified priority workflows:

- **Enhanced Investigations** – enable LPD detectives and analysts to quickly search for data across agency systems to surface all information related to a case and quickly identify relationships and linkages between people and cases, which will allow for solving cases more quickly and reaching conclusions with greater confidence.
- **Analysis and Reporting** – enable LPD analysts to have a single system to power their key workflows and avoid signing onto multiple systems and switching between CAD, RMS, video, and other information sources. This will allow LPD analysts to visualize data in multiple forms (geospatial, chronological, network analysis, statistical charts) and surface and report on important crime trends.
- **Situational and Operational Awareness** – enable LPD staff to maintain real time situational awareness at the start of their shifts; automatically surfacing relevant cases and calls for service and allowing users to be alerted to relevant new information based on their preferences (immediately, daily, weekly, or other).
- **Empower Personnel by Streamlining their Workflows** – free LPD personnel, uniformed and civilian, from manual, time consuming, and tedious data integration and data processing activities and allow them to focus on conducting effective investigations, providing actionable analyses, making data informed decisions that improve the quality of life for members of the community.

Any additional data integrations or new functionality shall be subject to mutual written agreement of the parties, including with respect to fees. All additional data integration services or new functionality and corresponding fees will be set forth in an SOW.

For clarity, Peregrine will provide any other Professional Services and additional data integration services in accordance with Section 2.2 of the Terms and Conditions.

Peregrine services are provided subject to the terms set forth above on this Order Form together with the attached terms and conditions (the “**Terms and Conditions**,” and together with this Order Form, the “**Agreement**”). Any capitalized term used in this Order Form but not defined herein shall have the meaning ascribed to it in the Terms and Conditions. By signing this Order Form, Peregrine and Customer each agree to the terms and conditions set forth in this Agreement. In the event of any conflict between this Order Form and the Terms and Conditions, the terms of this Order Form shall govern to the extent of such conflict. This Order Form may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

**Peregrine:**

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

Name: Nicholas NooneTitle: President & CEO**Customer:**

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

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

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

Attest:

\_\_\_\_\_

[XX]

## Peregrine Customer Terms and Conditions

These Peregrine Customer Terms and Conditions govern the provision of the services described on the attached Order Form (“**Order Form**”) by Peregrine Technologies, Inc. (“**Peregrine**”) to the Lathrop Police Department (“**Customer**”). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

### 1. Definitions.

“**Aggregated Data**” has the meaning specified in Section 6.1.

“**CJIS Security Policy**” means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

“**Client-Side Software**” means any software in source or object code form that Peregrine makes available for use in connection with the Service, including Peregrine’s mobile application(s).

“**Criminal Justice Information Services Division**” or “**CJIS**” means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

“**Customer Data**” means any of Customer’s data, information, documents or electronic files that are provided to Peregrine via the Service or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine’s integration with the Service; provided that, for purposes of clarity, Customer Data as defined herein does not include Aggregated Data.

“**Documentation**” means the materials supplied by Peregrine hereunder, in any media, including any and all installer’s, operator’s and user’s manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

“**Personal Information**” means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered “personal data”, “personally identifiable information”, or something similar under applicable laws, rules, or regulations relating to data privacy.

“**Professional Services**” has the meaning specified in Section 2.2.

“**Service**” means Peregrine’s proprietary platform that assists Users with criminal investigations and police leadership decision making, consisting of a hosted web-based interface and the Client-Side Software. For purposes of this Agreement, the Service is exclusive of Professional Services that may be rendered upon mutual agreement of the parties in accordance with Section 2.2.

“**SOW**” has the meaning specified in Section 2.2.

“**Third Party Data**” means any third party databases that Peregrine licenses from third party vendors and makes accessible via the Service. For clarity, Third Party Data does not include any Customer Data.

“**Third Party Products**” means any third-party products provided with, integrated with, or incorporated into the Service, including Third Party Data.

“**Users**” means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

### 2. Provision of the Service and Additional Services.

**2.1. Service.** During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Customer may: (a) access and use the Service for up to the number of Users set forth in the Order Form, (b) download and reproduce the applicable Documentation solely for internal use in association with the Service, and (c) download, install, and use any Client-Side Software in support of Customer's use of the Service, in each case on a nonexclusive, non-transferable, and non-sublicensable basis and solely for Customer's internal business purposes. Peregrine shall provide Customer with authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form ("**Onboarding and Training Services**"), and (iii) telephone and standard technical support to Customer during normal business hours ("**Technical Support**"). Except as set forth herein, Peregrine shall, at its sole cost and expense, provide all facilities and equipment that may be necessary for Peregrine to perform the Services.

**2.2. Professional Services.** Except as set forth in the Order Form, in the event that Customer requests that Peregrine perform data integration, configuration or implementation services regarding the Service, including integration of Customer Data or Third Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Peregrine will discuss the scope and fees for such services and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an "**SOW**," and such services, the "**Professional Services**"). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below. To the extent the Professional Services result in any software code or other tangible work product ("**Work Product**"), all such Work Product will remain owned solely and exclusively by Peregrine and may be used by Customer solely in connection with Customer's authorized use of the Service under this Agreement. Customer shall permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Professional Services.

**2.3. Access and Policies.** Customer will permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Service, Onboarding and Training Services, Technical Support, and any Professional Services. Peregrine agrees to, and cause its personnel to, abide by Customer's facilities access and use policies as provided by Customer to Peregrine in writing in advance of any on-site visits. Customer will also permit and enable Peregrine to have offsite access to Customer Data and the Customer's production platform for the Service in order to provide the Service, Technical Support and Professional Services. Peregrine agrees to comply with the CJIS Security Policy in connection with its access to Customer Data, including CJIS-defined policies for remote access.

**2.4. Compliance with Applicable Laws.** Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Service hereunder.

**2.5. Licenses and Permits.** Peregrine and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.

**2.6. Nondiscrimination and Equal Opportunity.** Peregrine shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Peregrine under this Agreement. Peregrine shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Peregrine thereby.

**2.7. Suspension.** Notwithstanding anything to the contrary in this Agreement, Peregrine may temporarily suspend Customer's and any User's access to any portion or all of the Service if: (a) Peregrine reasonably determines that (i) there is a threat or attack on the Service; (ii) Customer's or any User's use of the Service disrupts or poses a

security risk to the Service or to any other customer or vendor of Peregrine; (iii) Customer, or any User, is using the Service for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (v) Peregrine's provision of the Service to Customer or any User is prohibited by applicable law; or (vi) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an User through the Service may infringe or otherwise violate any third party's intellectual property or other rights; (b) any vendor of Peregrine has suspended or terminated Peregrine's access to or use of any Third Party Products required to enable Customer to access the Service; or (c) if Customer fails to pay any undisputed fees when due (any such suspension described in subclauses (a), (b), or (c), a "**Service Suspension**"). Peregrine shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Service following any Service Suspension. Peregrine shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Peregrine will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Service Suspension.

**2.8. Third Party Products.** Peregrine may from time to time make Third Party Products available to Customer or Peregrine may allow for certain Third Party Products to be integrated with the Service. For purposes of this Agreement, such Third Party Products are subject to their own terms and conditions. Peregrine is not responsible for the operation of any Third Party Products and makes no representations or warranties of any kind with respect to Third Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third Party Products, then Customer should not install or use such Third Party Products. By authorizing Peregrine to transmit Customer Data from Third Party Products into the Service, Customer represents and warrants to Peregrine that it has all right, power, and authority to provide such authorization.

**2.9. Open Source Components.** Certain aspects of the Service, such as the Client-Side Software, may contain or be distributed with open source software code or libraries ("**Open Source Components**"). Peregrine will provide a list of Open Source Components for a particular version of any distributed portion of the Service, such as the Client-Side Software, on Customer's request. To the extent required by the license applicable to such Open Source Components: (a) Peregrine will use reasonable efforts to deliver to Customer any notices or other materials (such as source code); and (b) the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of such licenses prohibit any of the restrictions in this Agreement with respect to any particular Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of such licenses require Peregrine to make an offer to provide source code or related information in connection with the Open Source Component, such offer is hereby made. For purposes of clarity, Open Source Components are Third Party Products.

### **3. Customer Responsibilities.**

**3.1. Generally.** Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service; (b) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; (d) ensure each User has its own unique account on the Service and that Users do not share their account credentials with one another or any third party; and (e) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.

**3.2. Use Restrictions.** Customer shall not use the Service for any purposes beyond the scope of access granted under this Agreement. Without limiting the generality of the foregoing, Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (f) attempt to gain unauthorized access to the Service or its related systems or networks; (g) copy, modify, or create

derivative works based upon the Service or any component thereof; (h) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service or any component thereof; (i) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of any third party or that violates any applicable law; (j) access or use the Service for purposes of competitive analysis of Peregrine or the Service, the development, provision, or use of a competing service or product, or any other purpose that is to Peregrine's detriment or commercial disadvantage; or (k) input, upload, transmit, or otherwise provide to or through the Service any information or materials, including Customer Data, that are unlawful or injurious in any way

**3.3. CJIS Requirements.** Customer certifies that it and its Users will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.

**3.4. Operation Restrictions.** Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

**3.5. Customer Logo.** Peregrine may use Customer's name and logo in Peregrine's lists of customers provided that such use will comply with any standard trademark guidelines provided by Customer to Peregrine.

**3.6. Feedback.** If Customer or any of its employees or contractors sends or transmits any communications or materials to Peregrine by mail, email, telephone, or otherwise, suggesting or recommending changes to the Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Peregrine is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback.

#### **4. Fees & Payment.**

**4.1. Fees.** Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs. All fees are non-refundable except to the extent otherwise expressly set forth in this Agreement.

**4.2. Payment Terms.** Except as set forth on the Order Form, Customer shall pay all fees within thirty (30) days of Peregrine issuing an invoice.

**4.3. Taxes.** Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority.

**5. Proprietary Rights.** The "**Peregrine Technology**" means (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology included in the Service, including Client-Side Software, graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Professional Services. Peregrine owns and shall retain all rights in the Peregrine Technology. Other than as expressly set forth in Section 2.1 above, no



license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. For clarity, “**Peregrine Technology**” does not include Customer Data.

## **6. Data Access, Sharing and Security.**

**6.1. Customer Data.** Peregrine may access, reproduce, and use Customer Data to provide the Service, including to provide Technical Support, Onboarding and Training Services and any Professional Services. Customer agrees that Peregrine may generate technical logs, data and insights about Customer’s usage of the Service (e.g., frequency of logins) (“**Peregrine Insights**”) and may use the Customer Data in aggregated and anonymized form that does not individually identify any person or entity, including Customer or its Users (“**Aggregated Data**”) for Peregrine’s internal business purposes and to operate and improve Peregrine’s proprietary software and services, and that Peregrine shall own the Peregrine Insights and the Aggregated Data. Peregrine shall destroy Peregrine Insights and Aggregated Data on termination of this Agreement. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

**6.2. CJIS Security Policy.** Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to the CJIS Security Policy.

**6.3. Third Party Data.** Any Third Party Data that Peregrine may provide via the Service is governed by the third party owner’s retention policy. Peregrine does not provide any warranties with respect to any Third Party Data and Peregrine may choose to terminate the provision of any Third Party Data via the Service if Peregrine’s applicable rights to such Third Party Data terminate or the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

**6.4. Processing of Personal Information.** Peregrine’s rights and obligations with respect to Personal information it collects directly from individuals are set forth in Peregrine’s Privacy Policy <<https://peregrine.io/privacy-policy/>>. Personal Information included within Customer Data and processed by Peregrine on behalf of Customer is governed by this Agreement.

**6.5. Sensitive Information; Marking Requirements.** To the extent Customer provides Customer Data that Customer considers to be sensitive, proprietary, restricted, or otherwise requiring sensitive treatment (“**Sensitive Information**”), Customer is solely responsible for providing appropriate markings to designate the applicable Customer Data as Sensitive Information. Customer shall provide Peregrine with documentation and/or instructions in writing with sufficient detail for Peregrine to identify and distinguish content that is Sensitive Information within other provided Customer Data. Customer shall (a) mark Sensitive Information on its face, (b) make the appropriate designations for Sensitive Information in document metadata, (c) provide Peregrine with a table or other list of Sensitive Information that contains sufficient detail to identify the Sensitive Information; or (d) identify Sensitive Information to Peregrine in some other mutually agreed upon method. Peregrine shall not be responsible for failure to designate Sensitive Information with specific access control status based on Customer failure to provide sufficient information to identify Sensitive Information.

## **7. Confidentiality.**

**7.1. Definition of Confidential Information.** The term “**Confidential Information**” means all confidential and proprietary information of a party (“**Disclosing Party**”) disclosed to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing plans, technology and technical information, product designs, and business processes.

**7.2. Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party’s prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential

Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

**7.3. Exceptions.** The parties' obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

**7.4. Public Records Acts.** Peregrine acknowledges that Customer is a public entity and may be governed by applicable laws, rules, or regulations relating to public records (each a "**Public Records Act**"). Nothing in this Section 7 shall prevent Customer from disclosing Confidential Information for purposes of complying with an applicable Public Records Act to the extent legally required.

**7.5. Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

## **8. Warranties & Disclaimers.**

**8.1. Warranties.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service in a professional manner consistent with the standards observed by a competent practitioner of the profession in which Peregrine is engaged, and (ii) the Service will perform in accordance with and otherwise substantially conform to its associated documentation.

**8.2. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD PARTY DATA AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **9. Indemnification.**

**9.1. Indemnification by Peregrine.** Peregrine shall at its expense defend Customer and its officers, directors, officials, agents, volunteers and employees ("**Customer Indemnified Parties**") against any claim made or brought against any Customer Indemnified Party by a third party alleging that the Service as provided to Customer and when used in accordance with this Agreement infringes any intellectual property rights of a third party (each, a "**Customer Claim**"), and shall indemnify and hold Customer Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Peregrine in a settlement with respect to such Customer Claim; provided, that Customer (a) promptly gives written notice of the Customer Claim to Peregrine; (b) gives Peregrine sole control of the defense and settlement of the Customer Claim (provided that Peregrine may not agree to any settlement that imposes any liability or obligation on Customer without Customer's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (c) provides to Peregrine, at Peregrine's cost, all reasonable assistance in the defense and settlement of the Customer Claim. Peregrine shall have no obligation under this Section 9.1 or otherwise regarding claims that arise from or relate to (i) Customer's use of the Service other than as contemplated by this Agreement, (ii) any modifications to the Service made by any entity other than Peregrine (where the liability would not have arisen but for such modification), (iii) any combination of the Service with services or technologies not provided by Peregrine (where the liability would not have arisen but for such combination), (iv) Customer's use of the Service or

portion thereof after Peregrine has terminated this Agreement or such portion of the Service in accordance with this Section 9.1, or (v) Third Party Products. If in Peregrine's opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Peregrine liability, Peregrine may in its discretion (x) obtain a license to enable Customer to continue to use the potentially infringing portion of the Service, (y) modify the Service to avoid the potential infringement, or (z) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Service and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date.

**9.2. Indemnification by Customer.** To the extent permitted by applicable law, Customer shall at its expense defend Peregrine and its officers, directors, officials, agents, volunteers and employees ("**Peregrine Indemnified Parties**") against any claim made or brought against any Peregrine Indemnified Party by a third party based on: (a) Customer's or any User's negligence, gross negligence, fraud, or willful misconduct; (b) Customer's or any User's use of the Service in a manner not authorized by this Agreement; or (c) Customer Data or Peregrine's authorized use of such Customer Data (each, a "**Peregrine Claim**"), and shall indemnify and hold Peregrine Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Customer in a settlement with respect to such Peregrine Claim; provided, that Peregrine (i) promptly gives written notice of the Peregrine Claim to Customer; (ii) gives Customer sole control of the defense and settlement of the Peregrine Claim (provided that Customer may not agree to any settlement that imposes any liability or obligation on Peregrine without Peregrine's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (iii) provides to Customer, at Customer's cost, all reasonable assistance in the defense and settlement of the Peregrine Claim.

**9.3. Sole Remedy.** THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PEREGRINE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS BY THIRD PARTIES RELATING TO THE SERVICE OR ITS USE.

## **10. Limitation of Liability.**

**10.1. Exclusion of Consequential and Related Damages.** EXCEPT FOR A PARTY'S BREACH OF SECTION 7, A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS, OR A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**10.2. Liability Cap.** IN NO EVENT SHALL PEREGRINE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO PEREGRINE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

## **11. Term & Termination.**

**11.1. Term of Agreement.** This Agreement commences on the Effective Date and continues for the duration of the term set forth on the Order Form ("**Term**"), unless earlier terminated in accordance with the Order Form or Section 11.2

**11.2. Termination for Cause.** A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination.

**11.3. Data.** Upon expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Unless legally prohibited, Peregrine shall delete all Customer Data in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing or any other provision of this Agreement, Peregrine may use in perpetuity any Aggregated Data.

**11.4. Survival.** The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5, 6.1, 6.3, 7, 8, 9, 10, 11.3, 11.4, and 12.

## **12. General Provisions.**

**12.1. Insurance.** Peregrine shall maintain the insurance coverages described on Appendix A: Insurance.

**12.2. Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.

**12.3. Peregrine's Books and Records.** To the extent required by applicable laws, rules, or regulations, Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer.

**12.4. Force Majeure.** Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

**12.5. Federal Government.** Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.

**12.6. Additional Government Terms.** Peregrine acknowledges that Customer may be a public entity and, accordingly, certain additional laws, rules, and regulations may take precedence over the terms and conditions of this Agreement (the "**Additional Government Terms**"). The Additional Government Terms, if any, are attached hereto as **Error! Reference source not found.**, and will govern to the extent of any conflict with any other term of this Agreement.

**12.7. Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the attention of Nick Noone, CEO, Peregrine Technologies, nick@peregrine.io, with a copy to ben@peregrine.io. Notices to Customer are to be addressed to the individual identified in the Order Form.

**12.8. Waiver; Cumulative Remedies Severability.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**12.9. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, Peregrine may assign this Agreement, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its

stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**12.10. Governing Law.** This Agreement shall be governed by the laws of California. The state courts located in San Francisco County, CA or in the United States District Court for the Northern District of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

**12.11. Construction.** The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement,” “hereof,” “hereunder” and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words “include” and “including,” and variations thereof, will be deemed to be followed by the words “without limitation” and “discretion” means sole discretion

**12.12. Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.

## Appendix A: Insurance

Peregrine, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of the Agreement. The cost of such insurance shall be included in the Peregrine's bid or proposal. Peregrine shall be fully responsible for the acts and omissions of its subcontractors or other agents.

**Workers' Compensation.** Peregrine shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Peregrine in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the Customer upon written verification that Peregrine is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

### **Commercial General and Automobile Liability Insurance**

General requirements. Peregrine, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Peregrine has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. Customer, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Peregrine, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Peregrine. Coverage can be provided in the form of an endorsement to the Peregrine's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Peregrine's insurance covered shall be primary insurance as respects the Customer, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, agents or volunteers shall be excess of the Peregrine's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Peregrine agrees to give at least 30 days prior written notice to Customer before coverage is canceled or modified as to scope or amount.

### **Professional Liability Insurance.**

General requirements. Peregrine, at its 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 \$1,000,000 per occurrence or claim covering the Peregrine's errors and omissions.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. 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, Peregrine must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the Customer for review prior to the commencement of any work under this Agreement.

**All Policies Requirements.**

Submittal Requirements. Peregrine shall submit the following to Customer prior to beginning services:

Certificate of Liability Insurance in the amounts specified in this Agreement; and

Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

Deductibles and Self-Insured Retentions. Insurance obtained by the Peregrine shall have a self-insured retention or deductible of no more than \$100,000.

Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

Waiver of Subrogation. Peregrine hereby agrees to waive subrogation which any insurer or contractor may require from Peregrine by virtue of the payment of any loss. Peregrine agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Customer has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Customer for all work performed by the Peregrine, its employees, agents, and subcontractors.

Subcontractors. Peregrine shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Peregrine shall ensure that Customer, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

Excess Insurance. If Peregrine maintains higher insurance limits than the minimums specified herein, Customer shall be entitled to coverage for the higher limits maintained by the Peregrine.

Remedies. In addition to any other remedies Customer may have if Peregrine fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Customer may, at its sole option, order Peregrine to stop work under this Agreement and withhold any payment that becomes due to Peregrine hereunder until Peregrine demonstrates compliance with the requirements hereof, or terminate this Agreement.

## Appendix B: Provisions for California Public Entities

**Compliance with Applicable California Laws.** Peregrine shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

**California Public Records Act.** Peregrine acknowledges that Customer is a public entity governed by the California Public Records Act and that nothing in this Agreement shall prevent Customer from disclosing Confidential Information for purposes of complying with the California Public Records Act.

**PERS Indemnification by Peregrine.** In the event that Peregrine or any employee, agent, or subcontractor of Peregrine providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of Customer, at Peregrine shall indemnify, defend, and hold harmless Customer for the payment of any employee and/or employer contributions for PERS benefits on behalf of Peregrine or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Customer.

**Political Reform Act Conflicts.** Peregrine may serve other clients, but none whose activities within the corporate limits of Customer or whose business, regardless of location, would place Peregrine in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. No officer or employee of Customer shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

**California State Auditor Requirements.** Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.



## ITEM 4.5

### CITY MANAGER'S REPORT MARCH 13, 2023 CITY COUNCIL REGULAR MEETING

**ITEM:** **APPROVE THE PURCHASE OF CITY NETWORK ROUTER AND FIREWALL UPGRADES WITH SOLID NETWORKS, INC.**

**RECOMMENDATION:** **Adopt a Resolution Approving the Purchase of City Network Router and Firewall Upgrades with Solid Networks, Inc. and Related Budget Amendment**

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#### **SUMMARY:**

The Information Systems Department maintains the City's Data, Voice, Video and wireless network to conduct daily business including accessing hosted solutions, such as cloud based applications used by Public Works, Building, Parks, Recreation and Maintenance, and the Police Department. Continual access to the multiple technology applications requires routine hardware implementation and maintenance to manage the network traffic.

The City's last router and firewall upgrades took place in 2013 and some of the components have reached end of support. It is necessary for the City to acquire the most up to date hardware to properly manage the City's network and minimize the risks of outdated and unsupported infrastructure, which will pose security risks for the City's computer systems.

The router and firewall upgrades will address key drivers surrounding the City's security network. The proposed upgrade to existing firewall equipment would increase the speed of the network and increase network redundancy, which minimizes outages to the City's internet connectivity. Overall, improving the performance and reliability of the City's network.

Staff requested quotes from ten (10) authorized vendors and received four (4) quotes. Solid Network, Inc. provided the lowest bid for the purchase a new router and firewall upgrades. The details of the equipment is not included to protect the City's information systems from cybercriminals and malicious activities.

Staff is requesting Council adopt a resolution approving the purchase of City network router and firewall upgrades with Solid Networks, Inc. for a total cost of \$127,243.

#### **BACKGROUND:**

The Information Systems Department maintains the City's Data, Voice, Video and wireless network to conduct daily business including accessing hosted solutions, such as cloud based applications used by Public Works, Building, Parks, Recreation and Maintenance, and the Police Department. Continual access to the multiple technology

applications requires routine hardware implementation and maintenance to manage the network traffic.

A router and firewall are essential parts of a network system. Their main purpose is connecting and securing network traffic from one network to another. The City’s last router and firewall upgrades took place in 2013 and some of the components are going to reach end of support in August 2023. Due to equipment supply delays, Staff will need to place an order by March 2023 to ensure delivery and installation by June 2023. It is necessary for the City to acquire the most up to date hardware to properly manage the City’s network and minimize the risks of outdated and unsupported infrastructure, which will pose security risks for the City’s computer systems.

The new router and firewall upgrades will address key drivers surrounding the City’s security network. The proposed upgrade to existing firewall equipment would increase the speed of the network and increase network redundancy, which minimizes outages to the City’s internet connectivity. Overall, improving the performance and reliability of the City’s information systems network.

Staff requested quotes from ten (10) authorized vendors and received four (4) quotes. The City received the following quotes:

<b>Vendor</b>	<b>Quote</b>
1 - Solid Networks, Inc.	\$127,243
2 - Connection Public Sector	\$131,857
3 - GHA Technologies, Inc.	\$133,800
4 - Insight Public Sector	\$149,148

Solid Network, Inc. provided the lowest quote for the hardware and firewall upgrades.

The details of the hardware are not included to protect the City’s information systems from cybercriminals and malicious activities. The Information Systems Director advises that the disclosure of specific information of the equipment would greatly increase the risk of security breach of the equipment. However, the hardware specifications required for this upgrade were confidentially shared with authorized vendors to provide competitive bidding.

**REASON FOR RECOMMENDATION:**

Staff is requesting Council adopt a resolution approving the purchase of City network router and firewall upgrades with Solid Networks, Inc. The proposed City router and firewall upgrade will address the key drivers surrounding the City’s Information Systems Network.

**CITY MANAGER’S REPORT  
MARCH 13, 2023 CITY COUNCIL REGULAR MEETING  
CITY ROUTER AND FIREWALL UPGRADES**

**FISCAL IMPACT:**

The cost of the router and firewall upgrades were not included in the FY 2022-2023 budget. Staff recommends a budget amendment of \$127,243 to transfer from the Equipment Replacement Reserve Fund to cover the cost of the City router and firewall upgrade. Staff is requesting Council approve the following budget amendment:


<u>Decrease Equipment Replacement</u>	
1010-243-00-00	\$127,243
<u>Increase Appropriations</u>	
1010-17-20-450-12-00	\$127,243

**ATTACHMENTS:**


- A. Resolution Approving the Purchase of City Router and Firewall Upgrades with Solid Networks, Inc.

**CITY MANAGER'S REPORT  
MARCH 13, 2023 CITY COUNCIL REGULAR MEETING  
CITY ROUTER AND FIREWALL UPGRADES**

**APPROVALS**

  
\_\_\_\_\_  
Tony Fernandes  
Information Systems Director

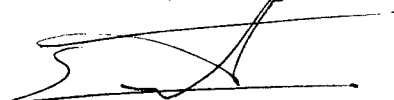
3-7-2023  
Date

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

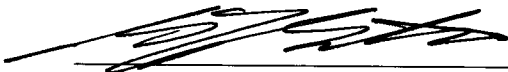
3/7/2023  
Date

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

3-7-2023  
Date

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

3.7.2023  
Date

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

3.8.23  
Date

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE PURCHASE OF CITY NETWORK ROUTER AND FIREWALL UPGRADES WITH SOLID NETWORKS, INC. AND RELATED BUDGET AMENDMENT**

**WHEREAS**, the Information Systems Department maintains the City's Data, Voice, Video and wireless network to conduct daily business including accessing hosted solutions, such as cloud based applications used by Public Works, Building, Parks, Recreation and Maintenance, and the Police Department; and

**WHEREAS**, proper router and firewall management of the City's network is required to minimize the risk of outdated and unsupported infrastructure, which will pose security risk for the City computer systems.; and

**WHEREAS**, the City's last router and firewall upgrades took place in 2013 and some of the components have reached end of support; and

**WHEREAS**, Staff requested quotes from ten (10) authorized vendors and received four (4) quotes; and

**WHEREAS**, Solid Networks, Inc. provided the lowest quote of \$127,243; and

**WHEREAS**, the details of the hardware are not included to protect the City's information systems from cybercriminals and malicious activities.

**WHEREAS**, Staff requests the following budget amendment from General Fund Equipment Replacement Reserve;

<u>Decrease Equipment Replacement</u>	
1010-243-00-00	\$127,243
<u>Increase Appropriations</u>	
1010-17-20-450-12-00	\$127,243

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Lathrop does hereby approve the purchase of a City router and firewall upgrades with Solid Networks, Inc.; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, the City Council of the City of Lathrop does hereby approve a budget amendment transferring \$127,243 from General Fund Equipment Replacement Reserve Fund 1010-243-00-00 to Information Systems Computer and Equipment Fund 1010-17-20-450-12-00 for the cost of the router and firewall upgrades.

The foregoing resolution was passed and adopted this 13<sup>th</sup> day of March 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

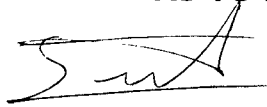
ABSTAIN:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**ITEM: APPROVE THE PURCHASE OF HARDWARE AND SOFTWARE LICENSES WITH SOLID NETWORKS, INC. TO EXPAND THE CITY’S INFORMATION SYSTEMS INFRASTRUCTURE**

**RECOMMENDATION: Adopt a Resolution Approving the Purchase of Hardware and Software Licenses with Solid Networks, Inc. to Expand the City’s Information Systems Infrastructure and Related Budget Amendment**

---

**SUMMARY:**

The City’s current equipment for its information systems infrastructure and port environment has been experiencing high latency. These systems provide services that are critical for technology integration, data transmission, communication with shared data access network, and for day-to-day City operations. The growth of staffing and increased applications has caused data communication delays due to slow server response. For this reason, the network runs the risk of failure and is in immediate need of an infrastructure expansion.

Due to global supply chain issues, Staff are expecting considerable delays for this equipment to be delivered and installed. The current estimate is a minimum of three months for shipping and delivery.

Staff requested quotes from ten (10) authorized vendors for the equipment to expand the City’s infrastructure to improve latency for staff and residents. Of the ten (10) vendors, only six (6) responded with bids. The City received the following quotes:

	<b>Vendor</b>	<b>Quote</b>
1	Solid Networks, Inc.	\$410,241
2	GHA Technologies, Inc.	\$413,451
3	Southern Computer Warehouse	\$418,751
4	SHI International	\$422,402
5	Staples	\$432,490
6	GovConnections	\$436,490

Solid Networks, Inc. presented the lowest cost proposal for \$410,241 with sales tax included. The proposed purchase provides the necessary hardware and software licenses to expand the City’s infrastructure. The details of the hardware are not included to protect the City’s information systems from cybercriminals and malicious activities.

Tonight, Staff is requesting Council adopt a resolution approving the purchase of hardware and software licenses with Solid Networks, Inc.

**CITY MANAGER’S REPORT  
MARCH 13, 2023 REGULAR CITY COUNCIL MEETING  
EXPANSION OF CITY INFORMATION SYSTEMS INFRASTRUCTURE**

**BACKGROUND:**

The City of Lathrop’s current infrastructure provides services that are critical for its technology systems and for City operations. The City’s infrastructure has increased in the number of users and applications in the last twelve months. If the City’s infrastructure remains the same, there will continue to be issues with transmission lag (due to the equipment) and the delays will become even more significant over time. The infrastructure is causing high latency and runs the risk of failure. The proposed solution will lower latency, improve uptime, provide better reliability through a redundant network, and increase productivity.

Therefore, staff requested quotes from ten (10) authorized vendors and received six (6) quotes. Solid Networks, Inc. provided the lowest cost proposal for \$410,241 including sales tax.

The details of the hardware are not included to protect the City’s information systems from cybercriminals and malicious activities. The Information Systems Director advises that the disclosure of specific information of the equipment would greatly increase the risk of security breach of the equipment. However, the equipment specifications required for this expansion were confidentially shared with authorized vendors to provide competitive bidding.

Considering the extensive shipping delays for the equipment, Staff is requesting Council approve the proposed purchase so that Staff can begin the procurement process with Solid Networks.

**REASON FOR RECOMMENDATION:**

The City’s infrastructure has increased in the number of users and applications in the last twelve months. The proposed solution will lower latency, improve uptime, provide better reliability through a redundant network, and increase productivity.

**FISCAL IMPACT:**

The cost of the hardware and software licenses were not included in the FY 2022-2023 budget. Staff recommends a budget amendment of \$410,241 to transfer from the Equipment Replacement Reserve Fund to cover the cost to expand the City’s infrastructure. Staff is requesting Council approve the following budget amendment:

Decrease Equipment Replacement 1010-243-00-00	\$410,241
Increase Appropriations 1010-17-20-450-12-00	\$410,241


**ATTACHMENTS:**

- A. Resolution Approving the Purchase of Hardware and Software Licenses with Solid Networks, Inc. to Expand the City’s Information Systems Infrastructure and Related Budget Amendment

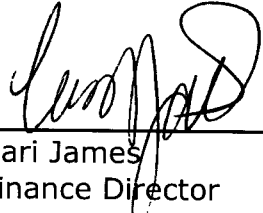


**CITY MANAGER'S REPORT  
MARCH 13, 2023 REGULAR CITY COUNCIL MEETING  
EXPANSION OF CITY SERVER INFRASTRUCTURE**


**APPROVALS:**

  
\_\_\_\_\_  
Tony Fernandes  
Information Systems Director

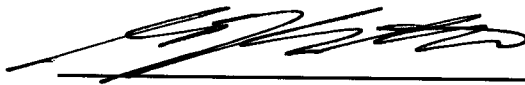
3-7-2023  
Date

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

3/8/2023  
Date

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

3-8-2023  
Date

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

3-8-23  
Date

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE PURCHASE OF HARDWARE AND SOFTWARE LICENSES WITH SOLID NETWORKS, INC. TO EXPAND THE CITY'S INFORMATION SYSTEMS INFRASTRUCTURE**

**WHEREAS**, the City's current equipment for its information systems infrastructure and port environment has been experiencing high latency. These systems provide services that are critical for technology integration, data transmission, communication with shared data access network, and for day-to-day City operations; and

**WHEREAS**, the growth of staffing and increased applications in the last twelve months has caused data communication delays due to slow server response; and

**WHEREAS**, the proposed solution to expand the current infrastructure with additional hardware will reduce latency for staff and residents; and

**WHEREAS**, Staff requested quotes from ten (10) authorized vendors and received six (6) responses; and

**WHEREAS**, Solid Networks, Inc. provided the lowest cost proposal for \$410,241 including sales tax; and

**WHEREAS**, the details of the hardware are not included to protect the City's information systems from cybercriminals and malicious activities; and

**WHEREAS**, Staff requests the following budget amendment from General Fund Equipment Replacement Reserve;

<u>Decrease Equipment Replacement</u>	
1010-243-00-00	\$410,241
<u>Increase Appropriations</u>	
1010-17-20-450-12-00	\$410,241

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Lathrop does hereby approve the purchase of hardware and software licenses with Solid Networks, Inc. to expand the City's information systems infrastructure; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, the City Council of the City of Lathrop does hereby approve a budget amendment transferring \$410,241 from General Fund Equipment Replacement Reserve Fund 1010-243-00-00 to Information Systems Computer and Equipment Fund 1010-17-20-450-12-00.

The foregoing resolution was passed and adopted this 13<sup>th</sup> day of March 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

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## ITEM 4.7

### CITY MANAGER'S REPORT MARCH 13, 2023 CITY COUNCIL REGULAR MEETING

**ITEM:** APPROVE AMENDED AND RESTATED AGREEMENT WITH VEOLIA WATER WEST OPERATING SERVICES, INC., FOR THE OPERATION AND MAINTENANCE OF THE LATHROP CONSOLIDATED TREATMENT FACILITY AND APPROVE BUDGET AMENDMENT

**RECOMMENDATION:** Adopt Resolution Approving the Amended and Restated Agreement with Veolia Water West Operating Services, Inc., for Wastewater Plant Operation and Maintenance of the Lathrop Consolidated Treatment Facility and Approve Budget Amendment

---

#### **SUMMARY:**

The Lathrop Consolidated Treatment Facility (LCTF) provides sewer treatment capacity for the Crossroads, Mosssdale, River Islands, South Lathrop Specific Plan, Gateway Specific Plan and Central Lathrop Specific Plan development areas. Veolia Water West Operating Services, Inc., (Veolia) provides Operations and Maintenance (O&M) services based on a 2003 O&M Agreement and subsequent amendments. An update to this agreement is needed primarily due to changes in operation and maintenance requirements related to the Surface Water Discharge Project, CIP WW 20-17.

Staff requests Council approve the Amended and Restated agreement with Veolia for the LCTF O&M services for a cost of \$138,762 per month. Sufficient funds were not included in the adopted Fiscal Year 2022/23 Budget to cover the increase in cost, and therefore a budget amendment in the amount of \$200,000 is requested for the remainder of this fiscal year. Future cost increases beyond July 2023 will be included in budgets presented to Council.

#### **BACKGROUND:**

The LCTF provides sewer treatment capacity for the Crossroads, Mosssdale, River Islands, South Lathrop Specific Plan, Gateway Specific Plan and Central Lathrop Specific Plan development areas. Veolia provides operation and maintenance services for the LCTF under the O&M Agreement that was originally between the City and US Filter Operating Services in 2003. An update to this agreement is needed primarily due to changes in operation and maintenance requirements created by the Surface Water Discharge Project, CIP WW 20-17. This agreement has been amended numerous times over the years and this new agreement will update, consolidate and replace the original 2003 agreement and all previous contract amendments.

**CITY MANAGER’S REPORT** **PAGE 2**  
**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**  
**APPROVE PSA WITH VEOLIA FOR THE OPERATION AND MAINTENANCE OF**  
**THE LCTF AND APPROVE BUDGET AMENDMENT**

**REASON FOR RECOMMENDATION:**

Staff requests City Council approve a Professional Services Agreement with Veolia for Operations and Maintenance of the LCTF. An update to this agreement is needed primarily due to changes in operation and maintenance requirements due to the Surface Water Discharge Project, CIP WW 20-17.

**FISCAL IMPACT:**

The current fees for the Veolia O&M contract are \$130,151 per month. The negotiated fee adjustment under the new agreement is \$138,762 per month. Sufficient funds were not included in Fund 6080 (WW Recycling Plant-#1 MBR) to cover this increase in cost, and a budget amendment in the amount of \$200,000 is therefore requested as follows:

Increase Appropriation	
6080-5034-420-01-00	\$200,000

The annual service fee due thereafter will be appropriated accordingly in each Fiscal Year.

**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**

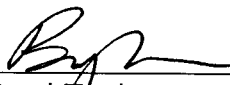
**APPROVE AMENDED AND RESTATED AGREEMENT WITH VEOLIA WATER WEST OPERATING SERVICES, INC., FOR THE OPERATION AND MAINTENANCE OF THE LCTF AND APPROVE BUDGET AMENDMENT**

**ATTACHMENTS:**

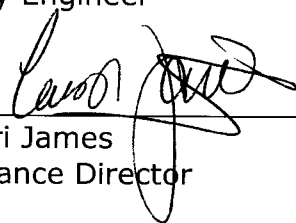
- A. Adopt Resolution Approving the Amended and Restated Agreement with Veolia Water West Operating Services, Inc., for Wastewater Plant Operation and Maintenance of the Lathrop Consolidated Treatment Facility and Approve Budget Amendment
- B. Amended and Restated Agreement with Veolia Water West Operating Services, Inc for Wastewater Plant Operation and Maintenance of the Lathrop Consolidated Treatment Facility

**CITY MANAGER'S REPORT** **PAGE 4**  
**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**  
**APPROVE PSA WITH VEOLIA FOR THE OPERATION AND MAINTENANCE OF**  
**THE LCTF AND APPROVE BUDGET AMENDMENT**

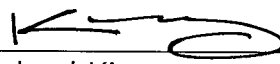
**APPROVALS:**

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


3/7/2023  
Date

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

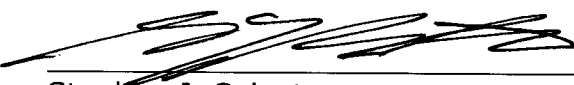
3/7/2023  
Date

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

3.6.2023  
Date

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

3-7-2023  
Date

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

3.8.23  
Date



**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE AMENDED AND RESTATED AGREEMENT WITH VEOLIA WATER WEST OPERATING SERVICES, INC., FOR WASTEWATER PLANT OPERATION AND MAINTENANCE OF THE LATHROP CONSOLIDATED TREATMENT FACILITY AND APPROVE BUDGET AMENDMENT**

**WHEREAS**, the Lathrop Consolidated Treatment Facility (LCTF) provides sewer treatment capacity for the Crossroads, Mossdale, River Islands, South Lathrop Specific Plan, Gateway Specific Plan and Central Lathrop Specific Plan development areas; and

**WHEREAS**, Veolia Water West Operating Services, Inc., (Veolia) provides Operations and Maintenance (O&M) services based on a 2003 O&M Agreement and subsequent amendments; and

**WHEREAS**, an update to this agreement is needed primarily due to changes in operation and maintenance requirements due to the Surface Water Discharge Project, CIP WW 20-17; and

**WHEREAS**, the 2003 O&M agreement with Veolia has been amended numerous times over the years and this new agreement will update, consolidate and replace the original 2003 agreement and all previous contract amendments; and

**WHEREAS**, the current fees for the Veolia O&M contract are \$130,151 per month, and the negotiated fee adjustment under the new agreement is \$138,762 per month; and

**WHEREAS**, sufficient funds were not included in Fund 6080 (WW Recycling Plant-#1 MBR) to cover this increase in cost, and a budget amendment in the amount of \$200,000 is therefore requested; and

**WHEREAS**, the annual service fee due thereafter will be appropriated accordingly in each Fiscal Year.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approves the Amended and Restated agreement with Veolia Water West Operating Services, Inc., for a total cost of \$138,762 per month to be paid from Fund 6080 (WW Recycling Plant-#1 MBR); and

**NOW THEREFORE, BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop does hereby approve a budget in the amount of \$200,000 as follows:

Increase Appropriation	
6080-5034-420-01-00	\$200,000

The foregoing resolution was passed and adopted this 13<sup>th</sup> day of March 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

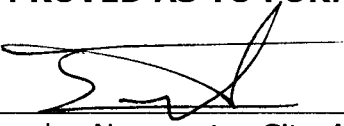
ABSTAIN:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**DRAFT**

**AMENDED AND RESTATED**

**WASTEWATER PLANT OPERATION AND MAINTENANCE  
AGREEMENT**

**between**

**VEOLIA WATER WEST OPERATING SERVICES, INC.**

**and**

**CITY OF LATHROP, CALIFORNIA**

AMENDED AND RESTATED WASTEWATER PLANT OPERATION AND MAINTENANCE AGREEMENT  
between VEOLIA WATER WEST OPERATING SERVICES, INC. and  
CITY OF LATHROP, CALIFORNIA

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AMENDED AND RESTATED WASTEWATER PLANT OPERATION AND MAINTENANCE AGREEMENT  
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CITY OF LATHROP, CALIFORNIA

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AMENDED AND RESTATED WASTEWATER PLANT OPERATION AND MAINTENANCE AGREEMENT  
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CITY OF LATHROP, CALIFORNIA

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AMENDED AND RESTATED WASTEWATER PLANT OPERATION AND MAINTENANCE AGREEMENT  
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CITY OF LATHROP, CALIFORNIA

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- Exhibit B: Influent Specifications
- Exhibit C: Effluent Specifications
- Exhibit D: Monitoring Requirements
- Exhibit E: Monitoring Equipment
- Exhibit F: Standards for Quality Assurance and Quality Control Program
- Exhibit G: Computerized Maintenance Management System
- Exhibit H: Corrective Maintenance and Repair Monthly Report
- Exhibit I: Facility Process Flow Diagram
- Exhibit J: Facility and Site Security Requirements
- Exhibit K: Service Fee
- Exhibit L: Points of Influent and Effluent Delivery
- Exhibit M: Acceptance Testing Plan

AMENDED AND RESTATED WASTEWATER PLANT OPERATION AND MAINTENANCE AGREEMENT  
between VEOLIA WATER WEST OPERATING SERVICES, INC. and  
CITY OF LATHROP, CALIFORNIA

This AMENDED AND RESTATED WASTEWATER PLANT OPERATION AND MAINTENANCE AGREEMENT (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_ 2023 (the "Effective Date") by and between Veolia Water West Operating Services, Inc., a Delaware corporation ("VWWOS") and the City of Lathrop, California, a municipal corporation ("City") and, together with VWWOS, each a "Party" and, together, the "Parties").

**RECITALS**

1. **WHEREAS**, on April 29, 2003, City and US Filter Operating Services, Inc. entered into an agreement for the operations and maintenance of the City's then existing wastewater treatment facilities (as amended, the "Original Agreement"); and
2. **WHEREAS**, on February 2, 2004, USFOS officially became known as Veolia Water North America Operating Services, Inc., a Delaware corporation; and
3. **WHEREAS**, on July 6, 2004, Veolia Water North America Operating Services, Inc. converted from a corporation to a limited liability company and became Veolia Water North America Operating Services, LLC, a Delaware limited liability company; and
4. **WHEREAS**, on October 18, 2007, Veolia Water North America Operating Services, LLC assigned its right, title and interest in and to the Original Agreement to VWWOS; and
5. **WHEREAS**, the Parties desire to replace the Original Agreement with this Agreement.
6. **WHEREAS**, Pursuant to the terms, conditions and restrictions of this Agreement, and by due action of its City Council, the City hereby retains VWWOS to operate and maintain the Facility (as defined in Exhibit A).
7. **WHEREAS**, VWWOS is willing to operate and maintain the Facility, subject to the terms, conditions and restrictions of this Agreement and has properly authorized its representatives to execute this Agreement on its behalf.

**NOW, THEREFORE**, in exchange of the mutual promises contained herein and for other good and valuable consideration and intending to be legally bound, the Parties agree to amend and restate the Original Agreement as follows:

**Article 1. DEFINITIONS AND INTERPRETATION**

**Section 1.1 Definitions.**

For purposes of this Agreement the terms and phrases shall have the meaning set forth in Exhibit A unless the circumstances clearly indicate the Parties intended otherwise.

**Section 1.2 Interpretation.**

Any terms in the singular shall also be interpreted to include the plural and any terms in the plural shall also include the singular. "Including" or "include," as used in this Agreement or in any Exhibit hereto, shall mean "including" without limitation.

**Section 1.3 Headings**

The headings are inserted in this Agreement for convenience and reference and shall not affect the interpretation of this Agreement.



AMENDED AND RESTATED WASTEWATER PLANT OPERATION AND MAINTENANCE AGREEMENT  
between VEOLIA WATER WEST OPERATING SERVICES, INC. and  
CITY OF LATHROP, CALIFORNIA

**Section 1.4 Payment Dates**

If the date on which any payment is to be made pursuant to this Agreement is not a Business Day the payment shall be payable on the next succeeding Business Day.

**Article 2. TERM OF AGREEMENT**

**Section 2.1 Term of Agreement**

The term of this Agreement shall be from the Effective Date until December 31, 2034 unless sooner terminated as provided hereunder or renewed pursuant to Section 2.2 of this Agreement (the "Term") but shall in no event exceed thirty-five (35) years from the Effective Date.

**Section 2.2 Renewal**

If either Party wishes to extend the term of this Agreement, then, at least one year prior to the end of the term set forth in Section 2.1 of this Agreement, that Party shall send a written notice to the other specifying the proposed terms and conditions of any renewal of this Agreement. The term of this Agreement shall not be extended unless the Parties agree in writing to the terms and conditions of such an extension.

**Article 3. CONDITIONS PRECEDENT**

**Section 3.1 Conditions to Signing Agreement**

(a) City Conditions. Prior to City's execution and delivery of this Agreement to VWWOS, VWWOS shall deliver to City, in reasonable form:

1. certificates of incumbency for the officers of VWWOS executing this Agreement; and
2. such other documentation as reasonably requested by the City, including bonds and insurance documents.

The foregoing conditions shall be deemed satisfied or waived upon the execution and delivery of this Agreement by City.

(a) VWWOS Conditions. Prior to VWWOS's execution and deliver of this Agreement to City, City shall deliver to VWWOS:

1. certified minutes or a certified resolution of the City Council demonstrating that the City Council has approved the execution and delivery of this Agreement;
2. any other documents as reasonably requested by VWWOS.

The foregoing conditions shall be deemed satisfied or waived upon the execution and delivery of this Agreement by VWWOS.

**Article 4. OPERATION OF FACILITY**

**Section 4.1 Commencement of Operations**

VWWOS operations and maintenance of the Facility will be governed by this Agreement as of the Effective Date.

**Section 4.2 Standard of Services and Performance Guarantee**

On and after the Effective Date, and except as excused by an Uncontrollable Circumstance or as otherwise set forth in this Agreement:

(a) Practices. VWWOS shall perform the Services using suitable materials and in accordance with Prudent Industry Practices.

(b) Performance Guarantee. VWWOS shall (i) operate the Facility such that it has the capacity to treat Influent meeting the Influent Specifications to produce Effluent meeting the Effluent Specifications and (ii) provide continuous operation of the Facility to treat Influent (collectively, the "Performance Guarantee").

(c) Change of Law. Upon a Change of Law including a Change of Law affecting the performance, operation, maintenance or repair of the Facility or standards and conditions governing Effluent discharge from the Facility, VWWOS shall use reasonable efforts to comply with such Change of Law, but such Change of Law shall not modify or expand the Performance Guarantee. In the event of a Change of Law, and upon written notice from VWWOS of the need to do so, the Parties will negotiate in good faith to reach agreement upon the necessary modifications to the Facility and equitable adjustments to the Compensation in order to comply with such Change of Law. If the City and VWWOS are unable to reach agreement on such modifications and adjustments, such dispute shall be resolved in accordance with the procedures set forth in Article 15.

**Section 4.3 Limitations on Performance Guarantee**

(a) City Compliance. VWWOS's obligations under the Performance Guarantees shall be conditioned upon the City providing Influent that does not exceed the Influent Specifications set forth in Exhibit B.

(b) Non-Specification Influent. In the event that Influent reaches the Facility in volumes or concentrations that exceed the Influent Specifications or that contains Abnormal Substances ("Non-Specification Influent"):

1. VWWOS shall use its reasonable efforts consistently with the Emergency Preparedness Plan to the extent such plan applies to treat such Influent to meet the applicable Effluent Specifications to comply with Applicable Law and to protect the environment, but VWWOS shall have no responsibility to City in the event that VWWOS does not meet the Performance Guarantee despite such reasonable efforts; and
2. City shall continue to make all required payments, and City shall pay VWWOS those reasonable amounts requested by VWWOS to make such reasonable efforts to treat such Non-Specification Influent, which amounts shall be in addition to the Compensation otherwise payable under this Agreement.

(c) Process Control Management Plan. Within one hundred eighty (180) days of the Effective Date, VWWOS shall provide City a draft Process Control Management Plan (PCMP) for the portion of the Facility upon which Services shall commence. The PCMP shall include provisions for addressing Non-Specification Influent to the Facility that shall be implemented by VWWOS as necessary during the Term. City shall review and approve, or state the basis for its disapproval of, the draft PCMP within thirty (30) days of its receipt. VWWOS shall provide an amended PCMP within fifteen (15) days of receipt of any disapproval.

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(d) Discharges. The City will be responsible for any Losses (including fines or penalties imposed by a regulatory or enforcement agency for violations) associated with Effluent discharge to any water of the United States and any Losses associated with the NPDES Permit generally, and the City will indemnify VWWOS in accordance with Article 12 for any Losses suffered by VWWOS in connection with any such discharge or the NPDES Permit generally, except to the extent such Losses are a result of the gross negligence or willful misconduct of VWWOS. Except as set forth in Exhibits C-1 and C-2, VWWOS shall have no responsibility to ensure that Effluent meets the requirements of the NPDES Permit during surface water discharge or the requirements of the WDRs during land discharge.

**Section 4.4 Monitoring and Measuring**

(a) VWWOS shall monitor the operation of the Facility and shall measure, sample and analyze the chemical content, physical properties, volume and flow rate of Influent entering the Facility and Effluent discharged from the Facility in accordance with the Monitoring Requirements outlined in Exhibit D, and as outlined below.

1. VWWOS shall monitor the SCADA system such that to maintain compliance with the Agreement, and notify City if changes or upgrades to system are needed no less than thirty (30) days prior to necessary changes.
2. VWWOS shall obtain, manage and update a Water Information Management System (WIMS) for the Facility.
3. VWWOS shall record all monitoring data in WIMS and provide City with data in a tabulated, electronically-searchable format (e.g., Microsoft Excel) needed for City to prepare monitoring reports. Upon termination of Agreement, VWWOS shall assign the WIMS license to City.
4. VWWOS shall conduct reviews of all reports prepared by VWWOS-contract laboratories for accuracy and to ensure data quality controls are met, and provide City with copies of all final analytical laboratory reports in portable document format ("PDF") by the 15th of each month with the preceding month's analytical results.

(b) VWWOS shall collect Influent and Effluent samples, at request of City, for analyses under the responsibility of City-contracted laboratories using sampling equipment cleaned and decontaminated, and with chain-of-custody documentation, in accordance with U.S. Environmental Protection Agency-approved methods.

(c) VWWOS shall cooperate with testing and investigations undertaken by the City to determine potential causes for the Facility Effluent to not meet the Effluent Specifications, investigations regarding chronic toxicity observed in the Effluent, or other special studies enacted by the City.

(d) VWWOS agrees to provide, to the extent the Facility is not already so equipped, the sampling and monitoring equipment ("Monitoring Equipment") as set forth in Exhibit E.

(e) VWWOS shall maintain and operate the sampling and monitoring equipment included with the Facility including but not limited to meters, analyzers, auto-samplers.

(f) The accuracy of all Monitoring Equipment used to measure flow volumes shall be verified and calibrated at least once each calendar year. All tests of accuracy of such flow Monitoring Equipment shall be conducted in material compliance with the procedures and standards specified by the manufacturer of the flow Monitoring Equipment.

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(g) The accuracy of any analytical Monitoring Equipment used to measure the physical or chemical properties of Influent or Effluent shall be verified in accordance with the frequency methods and tests required by the analytical method, equipment manufacturer, and the Laboratory QA/QC Program.

(h) In the event that toxicity testing of the Effluent does not meet the specifications of the NPDES Permit, VWWOS shall cooperate with any additional testing and/or investigations undertaken by the City to determine of the cause or causes of the observed toxicity. Should investigations into the observed toxicity identify that corrective actions at the Facility are needed to mitigate future toxicity, then VWWOS shall cooperate with the City to update operations and maintenance manuals (refer to Section 4.19 of this Agreement), or, alternately if appropriate, VWWOS shall develop a Capital Project (refer to Section 4.27 of this Agreement). Any changes in the operations and maintenance manuals that causes a substantial change in the costs of operation and maintenance of the Facility shall entitle Veolia to a change in the Service Fee pursuant to Section 7.5.

#### **Section 4.5 Staffing of Facility**

(a) VWWOS shall staff the Facility with personnel with the appropriate State-required operator certifications, as those requirements now exist or may hereafter be amended (provided that such amendments may be a Change of Law), and with personnel qualified in technical, laboratory, administrative, and management issues to satisfy regulatory requirements and provide operations and maintenance services and all other related and required services under this Agreement.

(b) Within thirty (30) days of the Effective Date, VWWOS shall submit a Facility staffing and organizational structure to the City, including identification of the full-time Facility manager, who shall be VWWOS's primary on-site agent in all matters pertaining to this Agreement. Identification of certified operators assigned to the Facility and documentation that the certified operators comply with State requirements for operation of Facility also shall be provided to City. Operator licenses to operate Facility shall be posted at the Facility. Telephone numbers for the Facility manager and his or her designee(s) shall be provided.

(c) VWWOS shall maintain and document compliance with a staff training program to ensure that its staff is capable of operating the Facility consistently with the Agreement, State of California Wastewater Operator Certification Program and Applicable Law.

(d) VWWOS shall provide the City with the information reasonably necessary, consistent with the requirements described in Section 4.18 of this Agreement, for the City to prepare an annual operations report of the Facility staffing.

#### **Section 4.6 Computerized Maintenance Management System**

VWWOS shall implement a Computerized Maintenance Management System as described in Exhibit G. VWWOS will maintain records of Preventive and Predictive Maintenance as set forth in Exhibit G. City shall have the right to inspect and to copy at City's cost such records during normal business hours.

#### **Section 4.7 Maintenance and Repairs**

(a) In implementing the Computerized Maintenance Management System, VWWOS shall perform Corrective Maintenance and Repairs consistently with Prudent Industry Practice through regular, preventive, predictive, and corrective maintenance and repairs. Except as otherwise expressly provided to the contrary in this Agreement, City shall be responsible for all costs of Corrective Maintenance and Repair above the Replacement Cap and shall pay such additional amounts to VWWOS as part of the monthly invoice for the month in which such activities take place.

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VWWOS shall submit reports of such Corrective Maintenance and Repairs to City as provided in Exhibit H.

(b) To ensure that the Facility is properly maintained, VWWOS shall perform an evaluation of the Facility not later than six (6) months after Effective Date and on June 30 of every year thereafter, and provide written evidence to City that the maintenance and repairs required by this Agreement have been performed consistently with Prudent Industry Practice and with this Agreement, accounting for the Replacement Cap and other provisions regarding the funding of Corrective Maintenance and Repairs.

**Section 4.8 Replacement; Replacement Cap**

(a) As required during the Term, VWWOS shall at VWWOS's expense replace in kind or with reasonably comparable equipment any Facility equipment that wears out or becomes no longer practicable to repair up to an aggregate limit of Ten Thousand Dollars (\$10,000) per year (the "Replacement Cap") with expenses as reflected on the Computer Maintenance Management System.

(b) (1) City shall maintain a funded repair, maintenance, and replacement budget of at least \$300,000 per fiscal year to be made available for reimbursement to VWWOS under the terms of this paragraph for repair, maintenance and replacement expenses which exceed the Replacement Cap and to cover potential increase to the Consumer Price Index. VWWOS may invoice the City for up to \$25,000 for any individual repair, maintenance or replacement item. VWWOS shall notify City in writing when VWWOS has invoiced or expects to invoice the City a total of more than eighty percent (80%) of the overall replacement budget or more in any fiscal year.

(2) If VWWOS proposes a single repair, maintenance and replacement item costing more than \$25,000, or there are insufficient funds remaining in the annual \$300,000 budget to cover the repair, maintenance or replacement item, VWWOS shall notify the City in writing as soon as possible and, where reasonably possible, sufficiently in advance of the need for any repair, maintenance or replacement that the City may evaluate and determine whether to provide additional funding for repair, maintenance or replacement in that fiscal year.

(3) Within ten (10) business days after receipt of such a notice, the City may (i) authorize VWWOS to proceed with such repair, maintenance or replacement item; (ii) with respect to the replacement of equipment, replace the equipment at the City's expense; (iii) invite VWWOS to meet and confer regarding the need for the repair, maintenance or replacement; or (iv) disapprove such repair, maintenance item and/or replacement. If City provides or causes a third party to provide replacement equipment, City shall solely responsible for administering and enforcing any warranties or guarantees relating to such equipment. If the City authorizes VWWOS to proceed with a repair, maintenance or replacement item, VWWOS may charge the City via its monthly statement under Section 7.2 of this Agreement for the Cost of the Work plus a five percent (5%) mark-up.

(c) In the event that VWWOS determines, consistently with Prudent Industry Practice, that a repair, maintenance or replacement item which would otherwise require approval of the City under Section 4.8(b) of this Agreement is necessary to respond to an emergency that requires immediate action in order to (i) prevent an avoidable violation of Applicable Law or of a Governmental Approval; (ii) to protect the health and safety of its employees agents or subcontractors; or (iii) to protect the public, VWWOS may proceed with the repair, maintenance or replacement item without advance City approval. However, VWWOS shall notify the City of the emergency as soon as reasonably feasible and not later than the end of the next business day following the onset of the emergency and consult with the City regarding the nature of the emergency and the work necessary to respond to it. City shall pay VWWOS for such emergency services, including parts and labor, under the standards of Section 4.8(b) of this Agreement or, if it disputes (x) VWWOS's determination that an emergency occurred, (y) whether the means VWWOS selected to respond to the emergency are consistently with

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Prudent Industry Practices (taking into account the nature of the emergency, or (z) substantiation of the cost of VWWOS services with respect to that emergency, it shall initiate dispute resolution proceedings under Article 15 of this Agreement.

**Section 4.9 Capital Improvement Program Recommendations**

VWWOS shall develop and deliver to City by October 31 of each year a capital improvement program recommendation, identifying Capital Projects or other system expansions, major repairs or expenditures anticipated to be required for the Facility in order to restore, maintain, replace or upgrade the equipment or other aspects of the Facility for efficiency, safety, function or to meet Effluent Specifications and comply with current or anticipated Applicable Law.

**Section 4.10 Biosolids Services**

Management of sewage sludge generated by the Facility (referred to herein as “Biosolids”) shall be conducted by the Parties as set forth below:

- (a) VWWOS shall manage the Biosolids handling process at the Facility.
  - 1. VWWOS shall dry the sludge to 12% solids and stockpiling it for easy loading into trucks.
  - 2. VWWOS shall remove sludge and solid waste from screens, sumps, ponds, and clarifiers as needed to ensure optimal plant operation.
  - 3. Any handling and storage of residual sludge, solid waste, and biosolids at the Facility shall be controlled and contained in a manner that minimizes leachate formation and precludes infiltration of waste constituents into soils.

(b) VWWOS shall reasonably assist City in applying for, acquiring and maintaining all Governmental Approvals required for the disposal or beneficial use of Biosolids. City shall be solely responsible for the selection of the contractor for the disposal or beneficial use of the Biosolids. Use and disposal of Biosolids shall comply with Applicable Law, including permitting requirements and technical standards listed in 40 C.F.R 503.

(c) City shall be solely responsible for removal, hauling, transportation, and disposal of Biosolids. The City shall select a properly licensed contractor, and City will ensure that such contractor reasonably cooperates with VWWOS such that it does not interfere with Facility operations. VWWOS shall reasonably cooperate with the City-selected contractor to schedule and coordinate pickups of Biosolids during normal facility operating hours.

(d) VWWOS shall be responsible for performing Biosolids analysis as currently required by the NPDES and WDRs Monitoring and Reporting Programs and 40 C.F.R 503, with laboratory analysis reimbursed by the City pursuant to Section 7.8(c), and shall also be responsible for maintaining records of sludge storage and disposal per the NPDES and WDRs Monitoring and Reporting Programs as of the Contract Date.

(e) In no event shall VWWOS have any liability for Losses with respect to the Biosolids transported and delivered pursuant to this Section 4.10, except to the extent such Losses arise directly as a result of VWWOS’s negligence in performing its obligations relating to Biosolids management under this Section 4.10. Notwithstanding anything to the contrary in this Agreement, City will at all relevant times retain title and risk to all Biosolids generated by the Facility.

**Section 4.11 Solid and Other Wastes**

VWWOS shall be responsible for the disposal of solids and other wastes (other than Effluent and Biosolids) produced or generated by the Facility.

**Section 4.12 Response to Problems and Emergencies**

(a) VWWOS shall use best efforts consistently with Prudent Industry Practices to respond to emergencies no later than one (1) hour from such time VWWOS or any of its agents or employees has actual notice that an emergency exists and shall work continuously and as expeditiously as is reasonably practical to resolve the emergency. VWWOS shall respond promptly to normal problems relating to the Facility and shall rectify such problems as expeditiously as is reasonably practicable.

(b) VWWOS shall notify the City of past or potential future non-compliance with any prohibition, effluent limitation, or receiving water limitation in the NPDES Permit, within 24 hours of having knowledge of such noncompliance. City shall promptly notify the and Central Valley Regional Water Quality Board of past or potential future non-compliance with any prohibition, effluent limitation, or receiving water limitation in the NPDES Permit, no later than 24 hours of having knowledge of such noncompliance. VWWOS shall prepare a written notification to the City within two (2) calendar days of knowledge of such noncompliance. The City shall notify the Central Valley Regional Water Quality Control Board in writing within five (5) days, unless the Board waives confirmation, in accordance with the NPDES Permit notification requirements.

**Section 4.13 Emergency Preparedness Plan**

(a) VWWOS shall prepare and revise as necessary an emergency preparedness plan consistent with the requirements of Applicable Law, establishing procedures for foreseeable emergencies or abnormal conditions affecting the Facility and for maintaining and restoring wastewater treatment services as rapidly as possible. Potential emergency situations which the Emergency Preparedness Plan must address include illness and injury to staff and visitors, natural disasters, terrorist acts, power failures, spills, release of contaminants, Influent volumes or concentrations in excess of the Facility Capacity, and violations of discharge permit limits. The Emergency Preparedness Plan shall include written policies for preventive measures and response actions. The Emergency Preparedness Plan shall provide for monitoring of system alarms that evidence that plant operations have exceeded operating set points and for notice to the on-duty or on-call operations staff of such events. The Emergency Preparedness Plan shall provide for appropriate interaction and coordination with City departments, including, but not limited to, fire police and public works, the State Office of Emergency Services, county agencies, and other jurisdictions.

(b) VWWOS shall submit the Emergency Preparedness Plan to the City for review and approval within ninety (90) days after the Effective Date. City shall approve or disapprove the plan within thirty (30) days after receipt thereof. If City disapproves the plan, it shall identify the areas of deficiency and such revisions as would make the plan acceptable to the City. If City fails to respond within such thirty (30) day period, VWWOS shall implement the plan until such time as the City's comments are received. If the City approves the plan, no further action of VWWOS shall be required. If City disapproves the plan or requests amendments to it, VWWOS shall prepare a revised plan for review by City under this Section 4.13(b). VWWOS shall submit to the City for review and approval any amendments to the Emergency Preparedness Plan prior to the date on which such amendments are, or are required by Applicable Law, to be effective.

**Section 4.14 Hazardous Materials Business Plan**

(a) VWWOS shall assist the City in preparation of the Hazardous Materials Business Plan ("HMBP") for the Facility, which the City shall prepare in accordance with San Joaquin County guidelines.

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City shall request of VWWOS documentation reasonably necessary for preparation of the HMBP, and VWWOS shall provide the requested documentation within thirty (30) days of receipt of the request. VWWOS shall assist the City in revisions to the HMBP as may be reasonably necessary.

(b) City will be responsible for uploading the HMBP to the California Environmental Reporting System and payment of all associated fees.

(c) VWWOS shall comply with San Joaquin County (or any other applicable Governmental Agency) guidelines regarding the HMBP implementation and preparing updates.

(d) If the HMBP is required by San Joaquin County (or any other applicable Governmental Agency) to be updated, then VWWOS shall work with City to establish a schedule for providing draft and final HMBP updates that allows City to submit the revised HMBP by County (or any other applicable Governmental Agency)-established deadlines.

#### **Section 4.15 OSHA Compliance Program**

VWWOS shall obtain the City's approval of, adopt and implement an Occupational Safety and Health Act (OSHA) compliance program for all personnel employed or managed by VWWOS who are involved with the operation and maintenance of the Facility. The OSHA Compliance Program will include regularly scheduled safety training sessions for all plant personnel, standard operating procedures for chemical handling, confined space entry and emergency response, and the care and use of proper safety equipment. All personnel involved in the operation and maintenance of the Facility shall receive the complete training program and an annual refresher course as required by OSHA.

#### **Section 4.16 Odor Control**

VWWOS shall implement a regimented housekeeping schedule and work plan for the Facility to maintain clean facilities. VWWOS shall maintain an active approach to odor control through diligent operation of the Facility. VWWOS shall review the odor conditions of the systems components on an ongoing basis throughout the Term. VWWOS shall be responsible for all reasonable steps, consistent with Prudent Industry Practices, to reduce odors and to address odor complaints with the goal that no offensive odors can be perceived off the Site, including logging all odor complaints, evaluating those complaints and resolving them as promptly as reasonably practicable and consistently with VWWOS's maintenance and repair obligations under this Agreement.

#### **Section 4.17 Supplies**

VWWOS shall purchase and maintain throughout the contract period an inventory of chemicals, fuels, parts, and supplies, sufficient to ensure no interruption of service or failure to comply with State, federal and local laws, regulations and permits. VWWOS shall provide a written inventory to the City within thirty (30) days of a written request of the City. The cost for chemicals used at the Facility shall be reimbursed by the City in accordance with Section 7.8.

#### **Section 4.18 Preparation of Reports**

VWWOS shall prepare for submission by the City to agencies with jurisdiction, and act consistently with Prudent Industry Practices to ensure the accuracy of, the following reports, consistent with the requirements of Applicable Law as of the Effective Date:

- (a) Influent and Effluent monitoring reports;
- (b) Alarm monitoring;



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- (c) Laboratory reports;
- (d) Monthly complaint log; and
- (e) Any other reports reasonably requested by the City, and if such City request causes VWWOS to incur additional costs, City shall reimburse VWWOS therefor as a condition to VWWOS producing such reports.

Notwithstanding anything to the contrary in this Agreement, the City shall have the sole authority to issue, and shall be solely responsible for issuing, all reports required under Applicable Law, including the NPDES Permit and WDRs. VWWOS shall provide reasonable assistance to the City with preparation of all reports required under the NPDES Permit and WDRs, which the City will be responsible for preparing and submitting to applicable Governmental Authorities, including inquiries regarding Facility performance.

**Section 4.19 Operation and Maintenance Manuals**

VWWOS shall prepare new operation and maintenance manuals for the Facility and provide a copy for the City's review and approval within three (3) months of the Effective Date. The manuals shall reflect Prudent Industry Practices. The manuals shall include descriptions of each unit or system within the Facility and its component parts and the function, operating characteristics, performance curves, and limiting conditions of each. Interrelations among groups of equipment shall be described along with operation of individual equipment components. Manufacturer equipment manuals for each piece of equipment shall be maintained as part of the manuals. The manuals shall be updated as necessary to maintain their currency and updates shall be submitted in advance to the City for review and approval.

**Section 4.20 Standard Operating Procedures**

Create and keep current Standard Operating Procedures for the Facility to ensure proper personnel safety and compliance with the Agreement.

**Section 4.21 Preparation of Records**

VWWOS will assign a Facility employee to be the Operator of Record for the Facility. VWWOS shall compile, maintain, and provide upon request from the City; and shall act consistently with Prudent Industry Practices to ensure the accuracy of, the following records:

- (a) the Computerized Maintenance Management System reports regarding all repairs;
- (b) the WIMS system regarding all data recorded;
- (c) daily logs documenting status of Facility observations and operations adjustments;
- (d) an inventory of all managed assets;
- (e) a capital repair and replacement plan consistent with current budgets; and
- (f) records of labor hours and material cost for each work order, with each work order classified as preventive, predictive or corrective; and
- (g) an annual report listing items invoiced by VWWOS to the City for the operation of the Facility, excluding Service Fees. This report shall be a public record under the provisions of California Government Code Section 6252(e).

**Section 4.22 Cooperation Regarding Warranties**

VWWOS shall cooperate with City in enforcing equipment warranties and guarantees and, upon payment by City for any equipment purchased by VWWOS under this Agreement shall assign all such warranties and guarantees to City. Nothing in this provision shall require VWWOS to pay any costs of prosecuting or participating in litigation to enforce any equipment warranty or guarantee, although VWWOS will reasonably cooperate with any such litigation in which City may be involved. With respect to all equipment newly acquired and installed as part of the Facility, VWWOS shall administer and comply with the requirements of all equipment warranties issued by equipment manufacturers and VWWOS shall be responsible for enforcing on behalf of City all equipment warranties and guarantees against manufacturers. City shall cooperate with VWWOS in connection with VWWOS's efforts under this Section 4.22. In no event shall VWWOS's obligations under a warranty or guarantee be any greater or more expansive, or extend beyond the period of, the warranty provided by the manufacturer of any such equipment.

**Section 4.23 Security**

VWWOS shall maintain security for the Facility and the Site as specified in Exhibit J. City acknowledges that performance of the foregoing obligations does not constitute a guarantee by VWWOS of the security of the Facility. Provided that VWWOS complies with the provisions of this Section 4.23, VWWOS shall not have any liability or obligations for Losses related to any theft, vandalism, or unlawful or unauthorized entry upon the Facility or Site although theft, vandalism, or unlawful or unauthorized entry upon the Facility or the Site shall not alter or diminish VWWOS's responsibilities to maintain and repair the Facility pursuant to the terms of Section 4.7, Section 4.8, and Section 4.9 of this Agreement. City shall not have any liability or obligations to VWWOS Indemnified Parties for Losses related to any theft, vandalism, or unlawful or unauthorized entry upon the Facility or Site.

**Section 4.24 Meetings**

VWWOS will meet at least monthly with City's designated representative to review and discuss operating and maintenance reports, funding, and activities, plans and priorities for the Facility. VWWOS shall also meet with representatives of the State, U.S. Environmental Protection Agency, or other Governmental Agencies or the City's consulting or staff engineer as reasonably required.

**Section 4.25 No Title**

In performing the Services under this Agreement at no time shall VWWOS be deemed to take title to the Facility or any Influent, Effluent, wastewater, Biosolids, or other wastes or byproducts treated, processed, generated, discharged or produced at the Facility or flowing through the City sewage collection system.

**Section 4.26 City Operational Responsibilities**

City shall be solely responsible for the inspection, operation, maintenance, and repair of all sewers, storm sewers, sewer mains, pump stations, and related facilities and equipment up to Points of Influent Delivery, and VWWOS shall have no liability or responsibility therefor. City shall be solely responsible for the inspection, operation, maintenance, and repair of water storage ponds (including Pond 5), spray irrigation fields, river discharge and related equipment and facilities beyond the Points of Effluent Delivery, and VWWOS shall have no liability or responsibility therefore; provided, however, that Veolia will, at the request of the City, operate and maintain the additional valves noted as B1 and B2 in Exhibit L, Diagram L-3.

**Section 4.27 Capital Projects**

- (a) **Capital Projects Generally.** It may be necessary or desirable from time to time during the Term to undertake Capital Projects to modify, alter, or improve the Facility. Such Capital Projects may be warranted in order to (i) respond to a Change of Law or Uncontrollable Circumstance; (ii) respond to actual or anticipated changes in Influent volumes and characteristics or other demands on the Facility; (iii) anticipate or address obsolescence of any portion of the Facility; or (iv) incorporate new technology or other improvements to enhance the efficiency, performance or reliability of the Facility.
- (b) **Capital Project Implementation.**
- (i) **Capital Project Contractor.** To the extent allowed by Applicable Law, VWWOS may be engaged by the City to undertake Capital Projects affecting the Facility approved during the Term.
- (ii) **Capital Project Financing.** Unless otherwise mutually agreed to by the Parties, City shall be solely responsible for financing and funding any Capital Project.
- (iii) **Capital Projects Constructed by Other Entities.** If City engages any other contractor to construct any Capital Project (the "Capital Project Contractor"):
- 1) City and such Capital Project Contractor shall be solely responsible for any damage to the Facility or any other Losses arising out of or resulting from the performance of the work by the Capital Project Contractor or from defects in the material, equipment or work performed by the Capital Project Contractor
  - 2) City and such Capital Project Contractor shall be solely responsible for any damage to the Facility or any other Losses arising out of or resulting from the performance of the work by the Capital Project Contractor or from defects in the material, equipment or work performed by the Capital Project Contractor.
  - 3) Within fifteen (15) business days following receipt of written notification from the City stating that a Capital Project has been completed and accepted by the City, VWWOS shall submit to City (a) proposed adjustments to the Performance Guarantees that VWWOS demonstrates by credible evidence are necessary to fairly reflect the consequences of the Capital Project; and (b) a proposed adjustment to the Service Fee to reflect any changed costs of operation, maintenance, repair and replacement necessarily resulting from the Capital Project (collectively, the "Capital Project Adjustments"). City shall review such proposed Capital Project Adjustments within forty-five (45) days and shall approve the Capital Project Adjustments or demonstrate by credible evidence that the requested Capital Project Adjustments are unwarranted. Proposed Capital Project Adjustments shall be deemed approved if City does not disapprove such Capital Project Adjustments within forty-five (45) days following their submission to City. Any disputes regarding approval of any Capital Project Adjustments shall be resolved pursuant to Article 15 of this Agreement.
  - 4) VWWOS's obligation for the maintenance and operation of portions of the Facility affected by a Capital Project Contractor shall be the same as its obligations for the maintenance of all other portions of the Facility except as expressly provided in this subparagraph (3). If VWWOS wishes to disclaim responsibility for any such portion of the Facility ("the disclaimed portion") on the basis that the work does not comply with Applicable Law, Governmental Approvals or Prudent Industry Practices, that it will materially adversely affect VWWOS's ability to meet the Performance Guarantee or that it will materially increase VWWOS's cost to perform the Services, the VWWOS shall give City written notice of that fact within forty-five (45) days after receipt by VWWOS of written notice from the City that the Capital Project

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has been completed and accepted by the City. If after such forty- five (45) day period, VWWOS discovers a defect in the Capital Project that was latent or not readily discernible by VWWOS during such forty-five (45) day period, then VWWOS shall give the City written notice thereof within fifteen (15) business days of its discovery. Any notice under this subparagraph (3) shall specify the deficiency in the Capital Project and, to the extent reasonably possible, VWWOS's recommendations on curing the deficiency. If the City cures, or arranges for the cure of, the defect in a manner specified by VWWOS and consistent with Prudent Industry Practices, or if VWWOS fails to give timely written notice of the defect, then VWWOS shall be responsible for the disclaimed portion to the same extent as for other portions of the Facility. If City fails to cure, or arrange for the cure of, the defect in a manner specified by VWWOS and consistent with Prudent Industry Practices, VWWOS shall have no obligations or liability under this Agreement with respect to the disclaimed portion (including any failure by VWWOS to meet the Performance Guarantee) and City shall defend, indemnify and hold VWWOS harmless from any Losses arising from the disputed portion. Any dispute between the parties with respect to the existence of a defect in the portions of the Facility affected by a Capital Project Contractor or the means necessary to remedy that defect shall be resolved pursuant to Article 15 of this Agreement. This subparagraph (4) shall survive the expiration or termination of this Agreement.

**Section 4.28 City Responsibilities**

The City shall have the following responsibilities and obligations:

(a) **Access.** City shall provide access and use of all real and personal property, equipment, improvements, buildings, structures and facilities under the City's ownership or control and located at the Site on the Effective Date.

(b) **Permits Licenses and Governmental Approvals.** To the fullest extent allowed by law, City shall, with such assistance and cooperation from VWWOS as is required by this Agreement acquire and maintain all existing or additional real property Governmental Approvals, and rights-of-way required for operation and maintenance of the Facility. The City shall be responsible for any and all permitting fees with respect to Government Approvals related to the Facility (other than professional licensures of VWWOS agents and employees) and for the obtaining of necessary Government Approvals. VWWOS shall assist and cooperate with City in the application for any such Government Approvals.

(c) **Influent.** City shall make best efforts not to deliver Non-Specification Influent to the Facility. In the event that Non-Specification Influent reaches the Facility, City shall reasonably exercise its police power and enforcement authority to remedy and prevent any third-party conduct which has or will generate Non-Specification Influent, including enforcement of the City's sewer system ordinance. City shall consider in good faith any recommendations of VWWOS for the adoption of ordinances or other enforcement actions to prevent or reduce Non-Specification Influent to the Facility.

(d) **Industrial Wastewater Pretreatment Program.**

1. City shall adopt, maintain, and enforce an industrial pretreatment program for the Service Area, meeting all applicable requirements of the NPDES Permit, 40 C.F.R. Part 403, and any other Applicable Law (the "IPP").
2. City shall not approve any such connection to the sewage collection system or change in the quantity, characteristics, or concentrations of wastewater discharged by any user if the wastewater to be discharged would violate the IPP or result in Non-Specification Influent, but the City shall otherwise retain sole decision-making authority to approve, disapprove, or conditionally approve any such connection or change.

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(e) Reports. Except with respect to reports VWWOS must submit by virtue of its employee's status as Operator of Record of the Facility, if and when an employee of VWWOS takes on that status pursuant to Section 4.21 of this Agreement, and as defined in Section 4.18, or otherwise by virtue of Applicable Law, City shall timely submit to the appropriate Governmental Agencies all discharge monitoring reports and other reports required under Applicable Law.

(f) Operating Responsibilities. City will be responsible for the following items, including all associated costs:

1. Operating and maintaining the entire recycled water system, including operation and maintenance of PMP-1, the River Discharge Pump Station, Recycled Water Ponds A, B, C, and Percolation Ponds LAS-3; provided that VWWOS will coordinate with the City as needed on the operation of the PMP-1 and River Discharge Pump Station;
2. Paying for Biosolids loading and Biosolids disposal through direct payments to contractors, consistent with Section 4.10;
3. Landscape maintenance and weed control for the entire Facility site;
4. SCADA system operation and maintenance; provided that VWWOS shall maintain instrumentation from each piece of equipment up to its PLC;
5. Maintenance of Facility computers and printers, including those used by VWWOS, phones and fire alarms and security system; and
6. Providing space and access to computer room for the installation of needed equipment for VWWOS to maintain connection and use of the VWWOS server.

(g) Other Responsibilities. City shall perform all other functions and retain all responsibilities and obligations related to the Facility and sewage collection system not expressly assumed by VWWOS under this Agreement, provided, however, that VWWOS shall give City written notice of any obligation related to the Facility of which VWWOS has actual knowledge.

**Section 4.29 Disclaimer of Implied Warranties**

VWWOS's Performance Guarantee set forth in Section 4.2 is the exclusive guarantee and warranty under this Agreement. Except as specified in this Agreement, VWWOS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Nothing in this Section 4.29, however, shall undermine the Performance Guarantee or VWWOS's other duties under this Agreement.

**Section 4.30 Expansion of Facility or Construction of New Wastewater Treatment**

During the Term, if the City elects to expand the Facility or to construct one or more new wastewater treatment facilities, the City shall grant VWWOS the right to submit the first proposal to operate, maintain, and staff the expanded Facility or new wastewater treatment facility.

**Section 4.31 Americans With Disabilities Act**

The City acknowledges and agrees that VWWOS shall not be liable or responsible for complying with the standards of the Americans with Disabilities Act in connection with the design and construction of any portion of the Facility or the Site.

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If City or Applicable Law requires VWWOS to undertake any action or make any improvement to the Facility or the Site related to the standards or compliance with the Americans with Disabilities Act, that requirement shall constitute a material change in scope subject to an increase in the Service Fee pursuant to Section 7.5.

**Section 4.32 Non-Approval of Repair or Replacement**

If City disapproves a Capital Project or a repair, maintenance, or replacement item requested by VWWOS, and the failure to make or undertake such Capital Project or repair, maintenance, or replacement item results in VWWOS's inability or failure to satisfy the Performance Guarantee, to comply with a Governmental Approval or Applicable Law or to perform its other obligations under this Agreement, then: (i) VWWOS shall have no liability for any Losses that arise out of the failure to implement such Capital Project or repair, maintenance, or replacement item; (ii) VWWOS shall have no liability for a failure to meet its Performance Guarantee or to perform its other obligations under this Agreement (the foregoing, however, shall not release VWWOS from its obligations to use its commercially reasonable efforts to perform its other obligations under this Agreement); and (iii) City shall indemnify, defend and hold the VWWOS Indemnified Parties harmless from and against all Losses that arise out of the failure to implement such Capital Project or repair, maintenance, or replacement item. This Section 4.32 shall survive the expiration or termination of this Agreement.

**Section 4.33 Resellers Permit**

Within thirty (30) days of the Effective Date, VWWOS shall obtain a resellers permit pursuant to Uniform Local Sale and Use Tax Regulation 1806 of the State Board of Equalization so the situs of all sales subject to sales taxation used in the performance of Services under this Agreement shall be within the City of Lathrop.

**Article 5. OWNERSHIP OF FACILITY; LICENSES; ACCESS; NATURE OF AGREEMENT**

**Section 5.1 Ownership of Facility**

City and VWWOS hereby acknowledge that City is the sole owner of the Facility and the Site; provided, however, that equipment installed without the use of City funds shall remain the property of VWWOS until the City reimburses VWWOS for the cost of that equipment as provided in this Agreement.

**Section 5.2 License**

(a) Site License. Effective on the Effective Date and subject to the terms and conditions set forth in this Agreement, City hereby grants to VWWOS a non-exclusive license, coupled with an interest, on, over, in, under and across the Site conferring upon VWWOS the following rights (the "Site License"):

1. Operate, maintain, repair and replace the Facility, and all equipment, structures, improvements, fixtures, and facilities thereon and appurtenant thereto;
2. Discharge Effluent produced by the Facility, and store, treat and manage all Biosolids, solid, liquid and other wastes and substances generated in the operation and maintenance of the Facility.
3. Construct, operate, use, maintain, repair and replace ancillary facilities, including access roads, driveways, gates, fences, parking areas, and utilities (including the right to grant sublicenses or licenses therefor);

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4. Install, operate, use, maintain, replace, repair and remove such equipment, appliances, devices or other necessary or convenient structures and improvements in, on, over and under or across the Site, and each and every part thereof, as may be necessary, desirable or useful for the operations and activities required or authorized by this Agreement; and
5. Temporarily store equipment, construction materials, or excavated materials on the Site for purposes of performing the foregoing work.

Nothing in this Section 5.2 shall expand the Services for which VWWOS is obligated under this Agreement.

(b) Compliance with Zoning and Applicable Law. Nothing in this Agreement or the Site License shall constitute or grant VWWOS an exemption from the General Plan, zoning, ordinance or other land use regulations of the City, or from any other Applicable Law, with respect to the Facility or the Site; provided, however, that should the Facility, the Site or the operations and activities contemplated under this Agreement violate Applicable Law, VWWOS's compliance with that Applicable Law shall be governed by Section 7.4 and Section 7.5.

### **Section 5.3 City Access**

During the term of this Agreement, City and its designees shall retain at all times the right to enter the Facility and the Site for any reason, including to determine VWWOS's performance of the terms of this Agreement. In connection with such entry, the City and all City employees and agents shall observe all health and safety rules established by VWWOS and pursuant to Applicable Law. City shall indemnify, defend and hold the VWWOS Indemnified Parties harmless for, any personal injury, property damage, or any other Losses arising out of, or related to, the entry by City, City employees or agents upon the Facility and the Site that does not arise out of the negligence or willful actions of VWWOS Indemnified Parties. VWWOS shall indemnify, defend and hold the City Indemnified Parties harmless for, any personal injury, property damage, or any other Losses arising out of, or related to, the entry by City, City employees or agents upon the Facility and the Site that arises out of the negligence or willful actions of VWWOS or its employees or agents. This Section 5.3 shall survive expiration or termination of this Agreement.

### **Section 5.4 City Use of Equipment**

The City acknowledges and agrees that any alteration, improvement, maintenance or repair of the equipment at the Facility carried out by the City without VWWOS's prior written consent shall be a material breach of this Agreement unless such alterations or repairs are made as a result of an emergency condition that such necessitates action by the City. In the event of such an emergency repair, the Parties shall meet and confer in good faith concerning any adjustments to the compensation or the Performance Guarantee that VWWOS provides a credible basis are necessary as a result of the emergency repair. If the Parties fail to reach agreement after such discussions, they shall resolve their dispute pursuant to Article 15 of this Agreement.

### **Section 5.5 Relationship of Parties**

(a) City and VWWOS intend that City and VWWOS shall not be treated as partners or joint venturers for any purpose and neither has the authority to bind the other to any agreement obligation or duty.

(b) VWWOS is an independent contractor of City. VWWOS shall be responsible for all costs associated with its employees, including wages and salaries, benefits, workers' compensation and unemployment compensation, any associated tax liabilities and costs associated with maintaining VWWOS engineering license(s) for the State.

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City shall be responsible for all costs associated with its employees, including wages and salaries, benefits, workers' compensation and unemployment compensation, any associated tax liabilities.

**Article 6. VWWOS SCOPE OF SERVICES AND CITY RESPONSIBILITIES**

**Section 6.1 User Fees**

(a) Collection of Fees. To the extent permitted by Applicable Law, City shall establish, maintain, and collect all (1) sewer service fees, charges and assessments, (2) connection charges, assessments and fees, (3) water treatment charges, assessments and fees, (4) service charges, tapping fees and connection fees, (5) amounts payable for sanitation services under agreements with the property owners and developers, and (6) other revenue or income derived by, or on behalf of, the City from the use or operation of the Facility and the City's sewage collection system (collectively, the "User Fees") in an amount sufficient to generate the revenues necessary pay for the Compensation and any additional charges or amounts payable to VWWOS under this Agreement, or incurred by the City in connection with this Agreement (including adjustments in Compensation required by Article 7) ("Fee-Covered Expenses"). In no event shall the City discount, waive, reduce, reallocate, defer or alter the User Fees which may lawfully be used for Fee-Covered Expenses in a manner or to an extent which would render the City unable to fund Fee-Covered Expenses without the prior written consent of VWWOS. City shall, to the maximum extent permitted by law (i) increase User Fees, (ii) levy taxes, fees, charges and assessments, (iii) obtain federal, State and local grants, loans, funds and assistance (including, to the extent permitted by law, Community Development Block Grant funds, grants and loans), and (iv) obtain proceeds from insurance, Federal Emergency Management Agency grants and reimbursement programs and any other available grant or reimbursement program, in each case to the extent necessary to pay for the costs of the Fee-Covered Expenses. All amounts procured as a result of the items described in clauses (i)-(iv) above shall be deemed "User Fees" for all purposes under this Agreement. VWWOS shall have no ratemaking authority under this Agreement.

(b) Dedication of Fees. Except as required by Applicable Law or contractual commitments of the City entered into prior to the Effective Date, User Fees and other revenue or income derived by the City from the operation of the Facility shall be used for the following in the order of priority stated here: (1) payment of the Compensation set forth in this Agreement; (2) repayment of debt service on outstanding bonds or other debt of the City with respect to the Facility; (3) direct and indirect costs of operation, maintenance, repair, replacement and improvement of the Facility; and (4) other lawful uses of such funds

(c) Review of Financial Records and Audit. Subject to Applicable Law, including provisions protecting the privacy rights of utility customers, VWWOS shall have the right, during regular business hours, to review and copy, at VWWOS's cost, the City's financial records relating to User Fees collected directly or indirectly by the City and any expenditure of those User Fees. VWWOS shall have the right, at VWWOS's cost, to have an independent accountant conduct a periodic audit of the User Fees received and expended by the City. If such an audit does not identify a discrepancy in the collection or expenditure of user fees of at least \$10,000, VWWOS shall also reimburse City for any reasonable staff-time or consulting fees, including reasonable legal fees, incurred by City as a result of such audit. City staff-time shall be charged at the fully burdened rate established by the City in conjunction with the City annual budget.

**Section 6.2 Use of Facility**

(a) General. The Facility shall be used solely for the treatment of (1) Influent collected within the City; (2) and industrial wastewaters collected by another sewage municipality pursuant to an inter-municipal agreement approved pursuant to this Agreement; and (3) such other purposes as specifically described in this Agreement.



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At no time shall VWWOS or City use or knowingly permit the use of the Facility for any other purpose; nor shall VWWOS or City be obligated to use the Facility for any purpose other than those set forth in this paragraph (a).

(b) **Inter-municipal Agreements.** The City shall not enter into any new agreements to accept at the Facility sewage or industrial wastewaters from any other municipality without the approval of VWWOS. Such approval by VWWOS shall not be unreasonably withheld provided that (1) the Facility has adequate hydraulic and treatment capacity to treat the additional wastewater; and (2) the industrial wastewater generators agree or the other municipality agrees to adopt and enforce sewer maintenance, industrial wastewater pretreatment, and user fee collection programs meeting the requirements of this Agreement

**Section 6.3 Utility Services**

City shall provide water and other City-provided utility services to VWWOS for the performance of the Services at the rates and on the conditions imposed on other similarly situated utility customers of the City and without discrimination or preference. The cost of water consumed at the Facility shall be paid by VWWOS. City shall pay for all electricity costs directly to the provider therefor and VWWOS shall not be responsible therefor.

**Article 7. COMPENSATION**

**Section 7.1 Service Fee**

The Service Fee shall be calculated and annually adjusted in the manner specified in Exhibit K.

**Section 7.2 Payments**

(a) **Monthly Service Fee.** Starting in the second calendar month following the Effective Date, and on the first Business Day of each calendar month thereafter, VWWOS shall provide City with a statement (the "Billing Statement") for the previous month, which will reflect the calculation of the Service Fee as set forth in Exhibit K. City shall pay the Service Fee due and owing for each Billing Period within forty-five (45) days of receipt of the Billing Statement. City acknowledges and agrees that it shall not be entitled to dispute (i) any amounts of the fixed components of the Service Fee as set forth in Exhibit K; (ii) any pass-through expenses set forth in Section 7.8; or (iii) payments under Section 7.3(b).

(b) **Annual Adjustment of Service Fee.** On each July 1, the amount of the Service Fee shall be adjusted for inflation between the Effective Date or previous annual adjustment and the date of adjustment in proportion to the change in the Employment Cost Index, Total compensation for Private Industry Workers (not seasonally adjusted) (Series CIU201S000300000A) for the United States, as published by the Bureau of Labor Statistics of the U.S. Department of Labor or any successor to that index. If the applicable Employment Cost Index is negative, the annual adjustment of service fee shall be deemed to be zero percent (0%) and shall not be negative. If the applicable Employment Cost Index exceeds five percent (5%) in a year, the annual adjustment of service fee shall be deemed to be five percent (5%).

(c) **Interest on Overdue Amounts.** Interest shall accrue on all overdue amounts at the lesser of (i) two percent above the Prime Rate or (ii) the maximum interest rate permitted by Applicable Law

**Section 7.3 Adjustment to Service Fee for Certain Items**

(a) Taxes

1. If the City or any entity controlled by City imposes any additional taxes, fees, host fees, assessments or other charges on VWWOS, other than those taxes, fees, assessments or other charges that are currently levied against VWWOS or expressly permitted in this Agreement, the applicable Fixed Component of the Service Fee shall be increased to reflect such additional obligations by VWWOS.
2. If any Governmental Agency (other than City or an entity controlled by City) imposes any taxes, fees, host fees, assessments or other charges on VWWOS (other than federal or State taxes upon VWWOS's income), the applicable Fixed Component of the Service Fee shall be increased to reflect such additional obligations by VWWOS.

**Section 7.4 Applicable Law**

To the extent that any portion of the Compensation described herein violates Applicable Law or the terms of any debt, bonds, grants or other financing or debt incurred by City or otherwise with respect to the Facility or the Site as of the Contract Date or as agreed to by the Parties thereafter, VWWOS and the City shall adjust the Compensation to comply with such Applicable Law or the terms of such existing debt, bonds, grants or other financing or debt, as applicable, in order to provide VWWOS with the Compensation required by this Agreement. If the Parties are unable to agree upon such adjustments to Compensation, the adjustments shall be determined pursuant to Article 15.

**Section 7.5 Change of Scope; Change in Law; Uncontrollable Circumstances**

The Service Fee shall be increased, based on documented change in costs actually and reasonably incurred by VWWOS due to any material change in the Services or to any substantial change in the costs of operation and maintenance caused by a Change in Law or Uncontrollable Circumstances. If the Parties are unable to agree upon adjustments to Compensation under this Section 7.5, the adjustments, if any, shall be determined pursuant to Article 15.

**Section 7.6 Non-Specification Influent**

The Service Fee may be adjusted if and as set forth in Section 4.3(b) above in the event Non-Specification Influent is delivered to the Facility.

**Section 7.7 Corrective Maintenance and Repair; Repair and Replacement Adjustments**

The Service Fee shall be adjusted if and as set forth in Section 4.7, Section 4.8, and Section 7.2 above in certain instances relating to Services pertaining to repair, maintenance or replacement items.

**Section 7.8 Pass-Through Expenses**

(a) VWWOS shall be reimbursed in full for the cost of the insurance and payment and performance bonds required by City under this Agreement. VWWOS shall invoice City for such costs as and when incurred by VWWOS and City shall pay such amounts within forty-five (45) days of invoice thereof.

(b) Notwithstanding anything to the contrary in this Agreement, VWWOS shall be reimbursed in full, plus a five percent (5%) mark-up, for the cost of all chemicals used in connection with the operation of the Facility and otherwise required to perform the Services, including, but not limited to, Sodium Hypochlorite, Sodium Biosulfate, Polymer and Citric Acid.

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(c) Notwithstanding anything to the contrary in this Agreement, VWWOS shall be reimbursed in full, plus a five percent (5%) mark-up, for the cost of all third party laboratory services and analysis used in connection with the operation of the Facility and otherwise required to perform the Services or to comply with Applicable Law, including the NPDES Permit and WDRs.

**Article 8. RETURN OF WASTEWATER SYSTEM TO CITY**

**Section 8.1 Return of Facility Upon Expiration**

Upon expiration or termination of this Agreement, VWWOS shall return and quitclaim the Site License, and any other interest in the Facility and the Site VWWOS may have or claim, to the City at no charge free and clear of any Liens, except for those Liens existing on the Contract Date, authorized or contemplated by this Agreement, or otherwise approved by the City.

**Section 8.2 Pre-Exit Evaluation**

(a) Scope. No later than twelve (12) months and no earlier than eighteen (18) months prior to expiration of this Agreement or, if this Agreement is terminated on less than twelve months' notice, as far in advance of termination as practicable, the City may, at the City's discretion and cost, conduct an exit evaluation (the "Exit Evaluation") to determine that: (1) all maintenance, repair and replacements required by this Agreement have been completed in material compliance with this Agreement; (2) all management systems, records, and information have been satisfactorily maintained in material compliance with this Agreement; (3) the Facility is operating in material compliance with the Performance Guarantee; and (4) all buildings, grounds equipment and vehicles are in good operating condition except for ordinary wear and tear and except as impacted by Uncontrollable Circumstances. The Exit Evaluation shall include a walk-through inspection of the Facility and the Site, all machinery and structures, a review of maintenance, repair and replacement records, and a 48-hour performance test (the "Exit Performance Test"). Within ten (10) Business Days of its receipt of a report of the findings of the Exit Evaluation, VWWOS shall inform the City in writing of any disagreement with those findings. If VWWOS so notifies the City, the Parties shall resolve the dispute as set forth in Article 15 below.

(b) Exit Performance Test. The Exit Performance Test is satisfied if it demonstrates that the Facility is capable of accepting Influent up to the Facility Capacity and meeting the Performance Guarantee. If the Exit Performance Test is not satisfied, and that failure is not excused by Non-Specification Influent, an Uncontrollable Circumstance a material breach by the City, or a refusal by the City to authorize a Capital Project or a repair, maintenance or replacement item recommended by VWWOS, VWWOS shall, at its cost, make all necessary repairs and replacements, and the Exit Performance Test shall be repeated at VWWOS's expense until successful.

(c) Preventive and Predictive Maintenance Review. The Exit Evaluation shall include a review of preventive and predictive maintenance evaluations for the twelve (12) months prior to the end of this Agreement, and on one or more occasions after the end of this Agreement, with respect to such maintenance during the twelve (12) months following the end of this Agreement. Such evaluations shall be conducted in accordance with Exhibit G. VWWOS shall, before the end of this Agreement or up to twelve (12) months thereafter, be responsible for correcting, improving, repairing or replacing any component of the Facility found to require correction, improvement, repair or replacement under Prudent Industry Practices unless the need for such correction, improvement, repair or replacement is necessitated by ordinary wear and tear, Non-Specification Influent, an Uncontrollable Circumstance, a material breach by the City of which VWWOS provided City written notice, or the City's refusal to authorize a Capital Project or repair, maintenance or replacement item recommended by VWWOS.

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(d) Exit Inventories. An inventory of parts, tools, equipment, vehicles, chemicals, and other major consumable supplies will be performed by the City, with VWWOS's cooperation, within one month prior to the expiration or termination of this Agreement. If the inventories are materially less than as required in Section 4.17, VWWOS shall either replace such items or pay the City VWWOS's cost to do so.

**Article 9. CONFIDENTIAL INFORMATION**

**Section 9.1 Confidential and Proprietary Information**

City acknowledges that VWWOS and its affiliates have confidential and proprietary information relating to the processing of wastewater and the production and distribution of reclaimed water, and that disclosure of such information to City or City's representatives is solely to facilitate performance of this Agreement and is made solely under the terms and conditions of this Article.

**Section 9.2 Identification of Confidential Information**

VWWOS shall inform the City in writing of any confidential or proprietary information contained in any documents submitted to City by VWWOS under this Agreement ("Confidential Information"). VWWOS shall mark any such documents that contain Confidential Information with a legend "CONFIDENTIAL", "PROPRIETARY", or the like. Confidential Information shall not be considered a "public record" for purposes of any law governing operations of the City unless a court of competent jurisdiction orders the release of the Confidential Information or unless the City makes that determination consistently with Section 9.5 below; provided, however, that VWWOS acknowledges that this Agreement is a public record under the provisions of State law.

**Section 9.3 Disclosure of Confidential Information**

Except for such disclosures as permitted under Section 9.4 or Section 9.5 (after notice provided in Section 9.5), no Confidential Information provided by VWWOS shall be disclosed by City to any other person or entity without the express written consent of VWWOS, in its sole discretion, and no such Confidential Information shall be used by City or City Employees or Agents for any purpose other than such purposes as expressly authorized under this Agreement. City and City Employees or Agents shall take all precautions necessary to preserve the confidentiality of such Confidential Information and to protect it from disclosure to third parties, except as required by law or permitted under Section 9.4 or Section 9.5. City agrees that it will be responsible for any breach of this covenant by City Employees and Agents.

**Section 9.4 Permitted Disclosure**

Confidential Information received by City may be disclosed to City's employees, auditors, accountants, legal counsel, engineering and other consultants, financial advisors, and insurers (collectively, the "City Employees and Agents"), if and only to the extent that access to such Confidential Information is necessary in the performance by such person of their responsibilities with respect to this Agreement. Any such disclosure shall be limited to the amount of Confidential Information that is necessary for such City Employee or Agent to perform their responsibilities with respect to this Agreement. City shall require any City Employees and Agents to execute a confidentiality agreement acknowledging and agreeing to abide by the terms of this Article and VWWOS shall be a third-party beneficiary to each such confidentiality agreement.

**Section 9.5 Legal Demands**

In the event that City or any of its representatives receive a legal demand from any Governmental Agency or any other party (including a demand by oral questions, interrogatories, requests for information or documents under the Public Records Act, subpoena, civil investigative demand or similar process or otherwise) to disclose any Confidential Information, City shall provide VWWOS with prompt written notice so that VWWOS may take such legal action as it deems appropriate to dispute such process and to protect the Confidential Information from disclosure. If VWWOS informs City within five (5) Business Days after it receives notice from City of the demand for disclosure of its intent to take such an action, and pending any such action to protect the Confidential Information, City shall take all reasonable steps to avoid prejudice to VWWOS's rights and efforts to protect such Confidential Information. In the event a protective order or other remedy is not obtained, or that VWWOS waives compliance with the provisions of this Section 9.5 by failing to give the notice of intent to take such an action within five (5) days, City will furnish only that portion of the Confidential Information which City determines in good faith it is legally required to disclose.

**Section 9.6 Limitation on Use**

City shall not use, or allow any City Employees and Agents to use, any Confidential Information for any purpose other than to administer and enforce this Agreement.

**Section 9.7 Survival**

The terms of this Article 9 shall survive termination of this Agreement.

**Article 10. REPRESENTATIONS AND WARRANTIES**

**Section 10.1 VWWOS Representations**

VWWOS represents and warrants to the City that:

(a) **Existence and Powers.** VWWOS is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, and authorized to do business in California, is subject to personal jurisdiction in San Joaquin County, California, and possesses the full legal right, power, and authority to enter into and perform its obligations under this Agreement, including the authority through itself or its affiliates to provide engineering services within California.

(b) **Due Authorization and Binding Obligation.** This Agreement has been duly authorized, executed, and delivered by all necessary action of VWWOS, and constitutes a legal, valid, and binding obligation of VWWOS, enforceable against VWWOS in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditor's rights.

(c) **No Conflict.** The execution and delivery by VWWOS of this Agreement, and the performance by VWWOS of its obligations under this Agreement, does not (i) conflict with, violate, or result in a material breach of law, regulation, corporate charter or bylaw applicable to VWWOS, or (ii) conflict with, violate or result in the material breach of any term or condition of any order, judgment, decree, agreement or other instrument to which VWWOS or its affiliate is a party.

(d) **No Litigation.** VWWOS has no written notice of any action, lawsuit, or proceeding before any court or Governmental Agency that is pending or threatened in which an unfavorable decision could reasonably be expected to have a Material Adverse Effect on VWWOS's execution or delivery of this Agreement, or the enforceability against VWWOS of this Agreement or VWWOS's performance of its obligations hereunder.

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(e) Proper Licenses and Credentials. VWWOS, its key personnel and subcontractors which will perform any of the Services possess and will maintain during the Term all required, current licenses, registration and credentials for the operation of the Facility.

(f) No Surety Completion. VWWOS warrants that no surety company has within the five (5) years prior to the Contract Date completed work on a project undertaken by VWWOS.

(g) No Major Claims. VWWOS warrants it has not, within the five (5) years prior to the Effective Date, been found liable for any claim or litigation in excess of Five Hundred Thousand Dollars (\$500,000) or in excess of ten percent (10%) of the original amount of any contract in issue, which event would have a Material Adverse Effect on its ability to perform the Services.

(h) No Serious OSHA Violations. VWWOS warrants it has not, within the five (5) years prior to Effective Date, been found liable for any the serious violations of the federal Occupational Safety and Health Act or the California Occupational Safety and Health Act that would have a Material Adverse Effect on its ability to perform the Services.

(i) No Violation of Employment Laws. VWWOS warrants it has not, within the five (5) years prior to the Effective Date, been found liable for a material violation of any of the following: laws governing the payment of wages, benefits or personal income tax withholdings; the Federal Insurance Contributions Act withholdings requirements; state disability insurance withholdings, unemployment insurance payment requirements, which violation would have a Material Adverse Effect on its ability to perform the Services.

(j) No Bidding Violations. VWWOS warrants it has not been debarred from bidding on or completing for a federal, State or local government project

(k) No Violations of Contractor's State License Law. VWWOS warrants it has not been found liable for any material violations of the State Contractor's License Law, which violation would have a Material Adverse Effect on its ability to perform the Services.

(l) No False Claims. VWWOS warrants it has not, within the five (5) years prior to the Contract Date, been convicted of submitting or civilly adjudicated to have submitted a false or fraudulent claim to a Governmental Agency.

### **Section 10.2 VWWOS Duty to Request Information and Disclose**

In connection with the retention of any subcontractor, VWWOS shall request that such subcontractor review the representations and warranties set forth in Section 10.1 and disclose any items relating thereto to VWWOS. Upon receipt or actual knowledge of such items, VWWOS shall notify and disclose the same to City.

### **Section 10.3 City Representations**

City represents and warrants to VWWOS that:

(a) Existence and Powers/ City is a general law city duly organized, validly existing, and in good standing under the laws of the State, with the full legal right, power, and authority to enter into and perform its obligations under this Agreement.

(b) Due Authorization and Binding Obligation. This Agreement has been duly authorized, executed, and delivered by all necessary action of City, and constitutes a legal, valid, and binding obligation of City, enforceable against City in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency, or other laws affecting creditor's rights.

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City has satisfied all procurement and contracting procedures and obligations under Applicable Law governing the award and execution of this Agreement. City warrants that the funds required for all Compensation and other payments required under this Agreement for the first twelve (12) months of the Term shall be available through User Fees the City reasonably anticipates it will collect in that time.

(c) No Conflict. The execution and delivery by City of this Agreement, and the performance by City of its obligations under this Agreement, do not (i) conflict with, violate, or result in a material breach of law, regulation, charter, ordinance or bylaw applicable to City; or (ii) conflict with, violate or result in the material breach of any term or condition of any order, judgment, decree, agreement or other instrument to which City is a party; or (iii) contravene or result in any breach of or creation of any Lien on any property of City under any indenture, mortgage, loan agreement, lease or other agreement or instrument to which City is a party or by which City or any of its properties are bound.

(d) No Litigation. City has no written notice of any action, lawsuit, or proceeding before any court or Governmental Agency that is pending or threatened in which an unfavorable decision could reasonably be expected to have a Material Adverse Effect.

(e) No Event of Default. No condition exists that constitutes, or with the giving of notice or lapse of time or both would constitute an event of default by City under any indenture, mortgage, deed of trust, lease, bond issue, conditional sales contract, loan or credit arrangement or other material agreement or instrument to which City is a party or by which City or any of its properties or assets may be bound, which individually or in the aggregate with all such other events of default could reasonably be expected to have a Material Adverse Effect. City is not in default with respect to any Governmental Approval which default would have a Material Adverse Effect.

(f) Title. City owns fee simple title without material encumbrances to the Facility and the Site and has the power to grant VWWOS the Site License.

(g) Taxes. As of the Contract Date, all real property, personal property, documentary, sales or use taxes relating to the Facility, the Site and the grant of the Site License to VWWOS which are due and payable have been paid in full, or adequate provision for payment has been made by City. City makes no representation whether the grant of the Facility Site License to VWWOS may or will expose VWWOS to payment of property taxes to the County of San Joaquin or any other Government Agency and, VWWOS agrees to be liable for, and to timely pay any such taxes; provided, however, that in the event the payment of any taxes are required by VWWOS during the Term, the Service Fee shall be increased by the amount of such taxes.

(h) Environmental Conditions. The Site has been, and continues to be, in material compliance with all Environmental Laws. There have been no past, and there are not pending or threatened, claims, complaints, notices or requests for information received by the City with respect to any alleged violation of any Environmental Law at or relating to the Facility or Site or with respect to any potential liabilities with respect to Environmental Conditions at, on, in, under or affecting the Facility or the Site. The City is unaware of any Environmental Conditions that exist at on or under the Site that would give rise to liability under any Environmental Law.

(i) Land Use and Zoning. The Facility and the Site comply with the City's General Plan, zoning ordinance, and other land use regulations of the City with respect to the Facility and the Site and any other Applicable law relating to land use or zoning.

## Article 11. INSURANCE

### Section 11.1 Required Insurance

Starting on and after the Effective Date, VWWOS shall, at its own expense, secure and maintain in effect during the Term the following insurance:

(a) Workers Compensation Insurance in accordance with Applicable Law.

(b) Commercial General Liability Insurance that names the City Indemnified Parties as additional insureds, including contractual liability coverage for amounts of \$10 million per occurrence for death, bodily injury and property damage. The policy shall contain no endorsements limiting coverage for explosion, collapse or underground hazard, products and completed operations, or contractual liability.

(c) Commercial Automobile Liability Coverage including non-owned automobile liability coverage, with a coverage limit of \$5 million per accident for death, bodily injury and property damage. The City Indemnified Parties shall be named as additional insureds on this policy.

(d) Environmental Impairment Liability written on a form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be \$20 million per claim and aggregate. The City Indemnified Parties shall be named as additional insureds on this policy.

(e) (1) All insurance in support of this Agreement shall be provided by VWWOS by and through its corporate insurance program. All indicated limits are merely minimum amounts of coverages to be available for the benefit of the City under this Agreement and the Parties acknowledge that VWWOS maintains coverage in amounts greater than such limits. Nothing herein is intended to (i) make available to the City any such insurance other than as set forth in this Agreement; or (ii) limit the amount of insurance maintained by VWWOS in its independent judgment, in compliance with Prudent Industry Practices, or otherwise necessary in VWWOS's view for the proper management of the risks intrinsic in this Agreement and otherwise in its business. The VWWOS-provided insurance shall be primary and non-contributory to any insurance held by a City Indemnified Party. All coverage described and the limits indicated are in excess of the costs of defense. All insurance coverage provided pursuant to this Agreement shall not prohibit the VWWOS Indemnified Parties from waiving the right of subrogation prior to a loss. Each Party hereby waives all rights of subrogation against the other Party. All insurance coverage and forms provided in support of this Agreement are subject to review and approval by City for compliance with the standards of this Agreement and, in the event of dispute with respect to the adequacy of any coverage or form, the Parties shall resolve that dispute pursuant to Article 15 of this Agreement. Notwithstanding the foregoing, the Environmental Impairment Liability insurance may be written by a non-admitted insurer.

(2) In the event any insurance provided by this Agreement is eroded by claims or otherwise by more than fifty percent (50%) from the initial policy limits, VWWOS will notify the City of that fact in writing and meet and confer in good faith regarding steps to be taken to ensure that the coverages required by this Agreement remain available for the benefit of the City.

(3) The cost of insurance provided by VWWOS under this Agreement provided for the protection of the City and VWWOS shall be the "Premium." The Premium shall be the total and only payment by the City for all insurance, losses and cost of defense and no adjustment shall be made for actual loss experience. Premiums shall include the sum of "fixed costs premiums," "limited expected losses," "limited allocated loss adjustment expense," and "limited claims service fees," all as defined below. "Fixed costs premiums" shall mean actual premiums paid for the applicable policy period to insurers for the required insurance under this Agreement.



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Fixed costs premiums for all required lines other than workers compensation will be based on the percentage of revenues that VWWOS services under this Agreement for which insurance is provided bears to total revenues of VWWOS for the applicable policy period. As respects workers compensation, the premium is based on the percentage of payroll that this project bears to total payroll of VWWOS during the applicable policy period. Such premium shall include surplus lines fees and other taxes as may be applicable. "Limited Expected Losses" shall be a non-adjustable loss fund for the applicable policy period to be computed based on the percentage of revenues that this project bears to the total revenues of VWWOS multiplied by the total allocated corporate loss funds of VWWOS. "Limited Allocated Loss Adjustment Expenses" shall be a non-adjustable amount for the applicable policy period to be computed based on the percentage of revenues that this project bears to the total revenues of VWWOS multiplied by the total allocated loss adjustment expenses of VWWOS. As used herein, allocated loss adjustment expenses include estimated expenses for fees chargeable to a specific claim filed in connection with legal and medical services and necessary expenses of a third-party client approval. "Limited Claims Services Fees" shall mean a non-adjustable amount to be computed based on the percentage of revenues that this project bears to the total revenues of VWWOS multiplied by the total allocated claims services fee for VWWOS. The City acknowledges and agrees that any information provided to the City by VWWOS, or derived by the City from such information provided by VWWOS, to substantiate the Premium hereunder is Confidential Information subject to the provisions of Article 9 of this Agreement and shall not be divulged to any third parties without the express written consent of VWWOS, in its sole and absolute discretion, and need not be disclosed under the Public Records Act by virtue of Government Code Sections 6254(k) and 6254.15. City further agrees that VWWOS may make data regarding its non-public, internal cost-accounting and revenue information available for inspection by the City or its agents, but not copying or retention, at a location in California specified by VWWOS.

**Section 11.2 Additional Insurance Requirements**

All insurance companies underwriting the insurance policies required by this Article must be California admitted insurers with an A.M. Best rating of not less than A:VII. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, terminated or cancelled and shall not be reduced in coverage or limits except after thirty (30) days prior written notice to the City. If excess or umbrella liability insurance is used to meet limit requirements, that excess or umbrella policy shall provide coverage at least as broad as specified by this Agreement for the underlying coverages and shall include a drop-down provision providing primary coverage above any deductible or self-insured retention for liability not covered by primary insurance but covered by the excess or umbrella policy. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. VWWOS's obligations to provide insurance under this Article shall not diminish in any respect City obligations to the VWWOS Indemnified Parties under Article 12.

**Section 11.3 Certificates of Insurance**

VWWOS shall provide City certificates evidencing such insurance on or before the Effective Date and annually thereafter.

**Section 11.4 O&M Performance and Payment Bond**

During the term of this Agreement, VWWOS will maintain a performance and payment bond in the amount of one (1) year's Service Fee securing faithful performance by VWWOS of its obligations under this Agreement with respect to operation, maintenance, repair and replacement of the Facility and the payment by VWWOS of subcontractors and suppliers for work and materials in the operation, maintenance, repair and replacement of the Facility.

### **Section 11.5 Unavailable Insurance**

If any of the coverages required in this Section 12 (or any of the required terms of such coverages, including policy limits) become unavailable as determined under a commercial reasonableness standard, the Parties shall meet and confer in good faith regarding steps to be taken including procurement of such insurance as is available on commercially reasonable terms, to ensure that the City continues to receive the benefit of the risk-transfer program provided in this Section to the extent it is feasible to do so. Any disagreement which arises in those meet-and-confer discussions shall be resolved pursuant to Article 15 of this Agreement.

### **Section 11.6 City Insurance**

City shall, at its cost, maintain property damage insurance or self-insurance for the Facility for the full replacement cost thereof, and for all property, including vehicles owned by City and operated by VWWOS under this Agreement. Alternatively, City may give VWWOS written direction to provide such insurance and, if it is possible for VWWOS to do so at commercially reasonable cost, VWWOS shall do so and may pass the cost of that insurance through to the City without markup. If City provides such insurance, any such property, including vehicles, not insured commensurately with its replacement value shall be the financial responsibility of the City. To the extent the City provides insurance rather than self-insurance, each policy of insurance provided in compliance with this Section shall include a waiver of subrogation in favor of the VWWOS Indemnified Parties. The provisions of Section 11.2 and Section 11.3 shall apply to insurance provided by the City in the same manner as they apply to VWWOS's insurance obligations. The City's provisions of insurance under this paragraph shall not diminish in any respect VWWOS's obligations to the City Indemnified Parties under Article 12.

## **Article 12. LIABILITY AND INDEMNITY**

### **Section 12.1 VWWOS Indemnity**

(a) VWWOS shall defend indemnify and hold harmless City, its officers, employees and agents (the "City Indemnified Parties") from and against any Losses that arise out of, or result from, and are related to the breach of any representation made by VWWOS in this Agreement; or any negligent or willful acts or omissions by the VWWOS Indemnified Parties with respect to performance of VWWOS's obligations under this Agreement, except to the extent that any such Losses arise from the grossly negligent or willful actions of the City Indemnified Parties.

(b) VWWOS's liability under Section 12.1 or elsewhere under this Agreement (in each case, whether arising under breach of contract, damages, indemnity, tort, strict liability, or any other theory of law or equity) shall not exceed \$15 million cumulatively and in the aggregate for the duration of this Agreement; provided that the foregoing limitation shall not apply (i) to the extent that any Losses result from the gross negligence or willful misconduct of VWWOS in the material breach of VWWOS's obligations under this Agreement or (ii) to Losses for which this Agreement requires insurance coverage in an amount in excess of \$15 million, to the extent of such insurance.

***UNDER NO CIRCUMSTANCES SHALL VWWOS INDEMNIFIED PARTIES BE LIABLE TO THE CITY INDEMNIFIED PARTIES FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OTHER THAN ACTUAL DIRECT DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARISE UNDER BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LAW OR EQUITY.*** The foregoing limitation shall also apply to insurance required under this Agreement and shall preclude recovery therefrom for incidental, consequential, special, punitive or other damages as between the VWWOS Indemnified Parties and the City Indemnified Parties.

## **Section 12.2 Duties to Insure and Indemnify Independent**

Except as expressly provided in Section 12.1, procurement of insurance by VWWOS shall not be construed as a limitation of VWWOS liability or as full performance of VWWOS'S duties to indemnify, hold harmless and defend under this Agreement. VWWOS'S promises to insure and to defend, indemnify and hold harmless are intended to be wholly independent.

## **Section 12.3 City Indemnity**

City shall defend, indemnify and hold harmless the VWWOS Indemnified Parties from and against any Losses that arise out of, or result from, and are related to the breach of any representation made by the City in this Agreement; the negligent or willful acts or omissions by City, its agents, employees or contractors, except to the extent that such Losses arise from grossly negligent or willful acts or omissions of the VWWOS Indemnified Parties.

***UNDER NO CIRCUMSTANCES SHALL THE City INDEMNIFIED PARTIES BE LIABLE TO THE VWWOS INDEMNIFIED PARTIES FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OTHER THAN ACTUAL DIRECT DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARISE UNDER BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LAW OR EQUITY.***

## **Section 12.4 Environmental Indemnity**

Except to the extent such liability was caused by the negligence of the VWWOS Indemnified Parties, City shall defend, indemnify and hold harmless the VWWOS Indemnified Parties from and against any Losses arising out of or related to any Environmental Conditions on, in, under, across or at the Facility or the Site. To the extent such liability arising out of an Environmental Condition was caused by the negligence of a VWWOS Indemnified Party, VWWOS shall, to the extent of its negligence, indemnify the City Indemnified Parties from and against any Losses arising out of or related to Environmental Conditions on, in, under, across or at the Facility or the Site.

## **Section 12.5 Procedures for Notice and Defense**

The following procedures shall govern any claims for indemnification under this Agreement:

- (a) Notice. The party claiming a right to indemnification shall promptly give the indemnifying party written notice of any Losses or the assertion of any claim that will likely result in a claim by it for indemnity pursuant to this Agreement. The notice shall describe with reasonable detail the nature of such Losses or claim to the extent known and shall include copies of any written documentation from the party asserting such claim.
- (b) Assumption of Defense. The indemnifying party shall have the right to assume the defense of any such claim with counsel reasonably acceptable to the other party. Upon assumption of such defense by the indemnifying party, the indemnified party may participate in the defense of such claim at the indemnified party's sole expense.
- (c) Conduct of Defense. Upon assuming the defense of any claim covered by an indemnity, the indemnifying party shall keep the indemnified party reasonably informed of the status of such matter. The indemnifying party shall have the right to compromise and settle any such claim, providing that the indemnifying party shall make no admission of liability or fault on the part of the indemnified party without the indemnified party's written permission.

## **Section 12.6 Survival**

The provisions of this Article 12 shall survive the expiration or termination of this Agreement.

### **Article 13. UNCONTROLLABLE CIRCUMSTANCES**

#### **Section 13.1 Uncontrollable Circumstance**

Neither party shall be liable to the other for breach, default or delay in performance of any of its obligations under this Agreement (other than an obligation to make payment when due) in the event such party is rendered unable, wholly or in part, to carry out its obligations as the result of an Uncontrollable Circumstance. Such party shall be excused from performance only during the period and to the extent that the affected party, acting with all due diligence and dispatch is prevented from performing by the Uncontrollable Circumstance.

#### **Section 13.2 Obligations In Event of Uncontrollable Circumstance**

As a condition for being relieved of its obligations due to an Uncontrollable Circumstance, the party claiming excuse from such Uncontrollable Circumstance ("Excused Party") shall:

- (a) Promptly give written notice to the other party of the occurrence of such Uncontrollable Circumstance.
- (b) Use its reasonable efforts to eliminate or mitigate the effect of such Uncontrollable Circumstance.
- (c) Promptly give written notice to the other party when such Uncontrollable Circumstance has been eliminated or has ceased to prevent the Excused Party from fulfilling such obligations.
- (d) Proceed to fulfill such obligations as soon as reasonably practicable after the Uncontrollable Circumstance has been eliminated or has ceased to prevent the Excused Party from fulfilling its obligations.

#### **Section 13.3 Amendment of Agreement for Uncontrollable Circumstance**

If any Uncontrollable Circumstance prevents the performance by VWWOS or City for more than ninety (90) days, then the Parties shall negotiate in good faith to amend the provisions of this Agreement to address such Uncontrollable Circumstance and, failing such agreement, shall resort to the provisions of Article 15 to determine the necessary amendment(s) or whether a termination should occur because the Parties cannot accomplish the essential purposes of this Agreement on commercially reasonable terms and, if a termination occurs, the manner terms and conditions of such termination.

### **Article 14. DEFAULT AND REMEDIES**

#### **Section 14.1 City Events of Default**

The following occurrences or failures shall constitute events of default by the City (a "City Event of Default") under the terms of this Agreement:

- (a) City's failure, neglect or refusal to pay any compensation or other undisputed payment due under this Agreement, which continues for fifteen (15) days after written notice to City.
- (b) City's unexcused failure to keep and perform any of City's obligations or covenants under this Agreement or the breach of any warranty or representation by City under this Agreement, which failure or breach continues for forty-five (45) days after written notice thereof by VWWOS to City, unless the nature of the failure or breach is such that more than forty-five (45) days is required for its cure and City has commenced such cure within such 45-day period and thereafter diligently prosecutes the same to completion.

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(c) City shall (1) make an assignment for the benefit of creditors; (2) file or acquiesce in a petition in any court (whether or not pursuant to any statute of the United States or of any state in bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, or make an application in any such proceedings for, or acquiesce in, the appointment of a trustee or receiver for it or overall or any portion of its property; or (3) be subject to any petition filed against City in any court (whether or not pursuant to any statute of the United States or of any state) in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings where: (x) City shall thereafter be adjudicated as bankrupt or insolvent, or (y) such petition shall be approved by any such court, or (z) such proceedings shall not be dismissed, discontinued or vacated within thirty (30) days after such petition is filed.

**Section 14.2 VWWOS Remedies for City Events of Default**

(a) In the event of a City Event of Default under Section 14.1(a) or Section 14.1(c), VWWOS shall have the right to terminate this Agreement, sue for damages, seek specific performance and to pursue any other remedy at law or equity. If VWWOS terminates this Agreement, VWWOS shall reasonably cooperate with the City for a period of up to one hundred eighty (180) days to attempt to avoid material adverse interruption of the operation of the Facility provided that VWWOS receives: (i) payment of all undisputed amounts payable to VWWOS under this Agreement at the time of termination, including amounts that have accrued or been invoiced prior to the termination date; (ii) any unpaid sums due with respect to any maintenance, repair or replacement items approved hereunder as of the termination date or for such other amounts as are due and payable under Article 7; (iii) advance payment on a monthly basis of the Cost of the Work VWWOS reasonably expects to perform during such 180-day period, plus fifteen percent (15%), which sum shall in no event exceed one hundred fifteen percent (115%) of the Compensation; and (iv) repayment of the outstanding balance of any repair, replacement or maintenance item funded by VWWOS and to be repaid by the City via the Compensation or otherwise over time, provided that the City agrees in writing to VWWOS's funding of a repair, replacement or maintenance item prior to VWWOS's providing that funding (provided, however, that the City acknowledges and agrees that \$52,115 for certain safety equipment and start-up expenses has been funded by VWWOS and is being amortized monthly via the Service Fee on a straight-line basis during the Term).

(b) In the event of a City Event of Default under Section 14.1(b), VWWOS shall have the right to sue for damages, seek specific performance and to pursue any other remedy at law or equity; provided, however, that VWWOS shall be obligated to continue performance of its obligations under this Agreement and may terminate this Agreement only in the event that such Event of Default causes VWWOS to (i) incur material additional costs and expenses to perform the Services and such costs and expenses are not reimbursed within the time periods set forth in Section 14.1(a); or (ii) undertake any action that violates Applicable Law or any Governmental Approval.

**Section 14.3 VWWOS Events of Default**

An event of default by VWWOS ("VWWOS Event of Default") shall occur upon:

- (a) VWWOS's unexcused failure to satisfy its Performance Guarantee;
- (b) VWWOS's unexcused failure to keep and perform any of VWWOS's other obligations or covenants under this Agreement; or
- (c) a material breach of any other warranty or representation by VWWOS that materially adversely affects its ability to perform the Services;

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which failure or breach continues for forty-five days (45) (or for a breach of the Performance Guarantee under subparagraph (a) above, fifteen (15) Business Days) after written notice thereof by City to VWWOS, unless the nature of the failure or breach is such that more time is required for its cure and VWWOS has commenced such cure within such 45- or 15-business-day-period and thereafter diligently prosecutes the same to completion.

**Section 14.4 City Remedies for VWWOS Event of Default**

In the event of a VWWOS Event of Default:

(a) Termination. City may terminate this Agreement upon written notice to VWWOS in which event the remaining provisions of this Section shall be applicable.

(b) Performance Bond. VWWOS shall forfeit the full face value of the payment of the performance bond provided by VWWOS pursuant to this Agreement. The Parties agree and acknowledge that the amount of the actual damage incurred by City as a result of such VWWOS event of default would be extremely difficult and impracticable to determine; and that the proceeds of the payment and performance bond shall be in the nature of liquidated damages, and that the amount so collected from the payment and performance bonds represent the Parties' reasonable estimate of such damages.

(c) Cooperation. VWWOS shall reasonably cooperate, at City expense with the City for period of one hundred eighty (180) days to attempt to avoid material adverse interruption of the operation of the Facility. VWWOS shall be entitled to payment of those costs and expenses which it actually and reasonably incurs in such event.

(d) Accrued and Unpaid Compensation. On or before the effective date of the termination of this Agreement, City shall pay VWWOS (i) all undisputed amounts payable to VWWOS under this Agreement as of the time of termination, including amounts which have accrued or been invoiced prior to the termination date; and (ii) the outstanding balance of any repair, replacement or maintenance item funded by VWWOS and to be repaid by the City via the Compensation or otherwise over time, provided that the City agrees in writing to VWWOS's funding of a repair, replacement or maintenance item prior to VWWOS's providing that funding (provided, however, that the City acknowledges and agrees that \$52,115 for certain safety equipment and start-up expenses has been funded by VWWOS and is being amortized monthly via the Service Fee on a straight-line basis during the Term).

(e) Transfer of Facilities. Upon termination and payment of the amounts described in subparagraph (d) above, VWWOS shall quitclaim to City all of its rights and interests to the Facility and VWWOS shall transfer to City the full possession control use and occupancy of the Facility and the Site.

(f) Proprietary Components and Products. VWWOS agrees to supply to City, at VWWOS's standard list price, any proprietary components or products necessary for the completion and continuing operation and maintenance of the Facility subject to the continued availability of such components and products. In the event that VWWOS no longer produces any proprietary component or product, and if an alternative component or product having the same function and use which are compatible with the Facility are not obtainable by the City at reasonable cost, VWWOS agrees to provide City with specifications and shop drawings for such proprietary component or product to permit City to fabricate or procure such component or product. City shall pay VWWOS for all costs and expenses reasonably incurred in providing such specifications and shop drawings.

(g) Intellectual Property. VWWOS shall assign or grant to City a non-exclusive and irrevocable license with respect to all Intellectual Property required to maintain and operate the Facility.

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Such license shall be transferable to any person engaged in maintenance and operation of the Facility, but such license shall allow use of such Intellectual Property only with respect to the Facility; and no such Intellectual Property shall be used for any other purpose. City shall not be required to make any royalty payments for such license. All Intellectual Property provided by VWWOS to City shall be treated as Confidential Information subject to the provisions of this Agreement, and City shall be responsible for the compliance with the terms and conditions of such license by any person or entity to whom or which the City transfers that Intellectual Property.

(h) Labor and Other Contracts. To the extent assignable and transferable, and if deemed by City to be to the benefit of the City or any subsequent operator of the Facility, VWWOS shall assign and transfer to City any labor, maintenance, or supply contracts relating to the Facility that have been entered into by VWWOS. Upon such assignment, City shall assume all of VWWOS's obligations arising on and after the date of such assignment under any such assigned contracts and VWWOS shall have no further obligations therefor.

(i) Damages. In lieu of termination and the recovery of liquidated damages as provided in this Section and subject to the limitations set forth in Section 12.1, City shall have the right to seek recovery of the actual and direct damages incurred by City as the result of such Event of Default. UNDER NO CIRCUMSTANCES SHALL VWWOS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES OTHER THAN ACTUAL DIRECT DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARISE UNDER BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY. The foregoing limitation shall also apply to insurance required under this Agreement and shall preclude recovery therefrom for incidental, consequential, special, punitive or other damages as between VWWOS Indemnified Parties and the City Indemnified Parties

#### **Section 14.5 Effect of Termination**

The termination of this Agreement as the result of a City Event of Default or VWWOS Event of Default shall not abrogate, impair, release or extinguish, any obligations or liability of the defaulting party that may have accrued under this Agreement, prior to the date of termination, or which, by express provision hereof survive termination, including any debt, obligation or liability which resulted in the City Event of Default or VWWOS Event of Default that was the cause of termination.

#### **Section 14.6 Remedies Cumulative**

Except as otherwise provided in this Article, the remedies granted to VWWOS and City under this Article shall be cumulative, and action or inaction on one shall not be deemed to constitute an election or waiver of any other right or remedy to which a party may be entitled as to that or any other Event of Default.

#### **Section 14.7 Remedy for Breach of Performance Guarantee**

In addition to the City's rights under Section 14.4, an unexcused breach by VWWOS of its Performance Guarantee shall require VWWOS to pay any fines and penalties imposed by a Governmental Agency (other than the City) arising out of such breach; provided, however, that VWWOS shall be entitled to contest such fines and penalties before such Governmental Agency in accordance with Applicable Law and City shall take no action to prejudice VWWOS's contest rights.

## **Article 15. DISPUTE RESOLUTION**

### **Section 15.1 Dispute Resolution Process**

Any claim controversy or dispute arising out of or relating to this Agreement, or to the threatened, alleged or actual breach thereof by either party, shall be resolved exclusively as hereinafter set forth to the extent permitted by California Government Code, Section 5956.6.

### **Section 15.2 Invocation**

The resolution procedures shall be invoked when either party sends a written notice to the other party of the occurrence of a claim, controversy or dispute, or of the threatened, alleged or actual breach of this Agreement. The notice shall describe the nature of the dispute and the party position with respect to such dispute.

### **Section 15.3 Technical Representatives**

The Parties shall expeditiously conduct consultations or a meeting between technical representatives designated by each party in an effort to resolve the dispute informally.

### **Section 15.4 Reference to Management Representatives**

If the technical representatives appointed by each party are unable to resolve the dispute within fifteen (15) days, the dispute shall be submitted in writing to management representatives designated by each party. The designated representative of VWWOS shall be at least a Vice President or his or her designee; and the designated representative of City shall be the City Manager or his or her designee. The designated management representatives shall attempt to resolve such dispute through consultation and negotiation, within thirty (30) days after such submittal (or such longer period as mutually agreed by the Parties). The management representatives may request the assistance of an independent mediator if they believe that such a mediator would be of assistance to the efficient resolution of the dispute.

### **Section 15.5 Binding Arbitration**

If the management representatives cannot resolve the dispute as set forth herein, the matter shall be resolved in accordance with the following arbitration procedures unless otherwise required by Government Code Section 5956.6(b).

### **Section 15.6 Arbitration Notice**

Upon the occurrence of a dispute, and failure of the Parties to resolve such dispute through the informal processes, either party may initiate the arbitration process by giving written notice to the other party (the "Arbitration Notice").

### **Section 15.7 Appointment of Arbitrators**

Within thirty (30) days of the Arbitration Notice, the Parties shall either agree upon the appointment of a single, mutually-approved arbitrator, or if the Parties are unable to agree upon a single arbitrator, each of the Parties shall designate an arbitrator, and the arbitrators so designated by VWWOS and City shall within fifteen (15) additional days, agree upon a third, independent arbitrator. If the arbitrators are unable to agree upon a third arbitrator, the City or VWWOS may petition a court of competent jurisdiction to select such third arbitrator. The Parties shall cooperate to retain the arbitrator(s) upon terms and conditions mutually satisfactory to the Parties as soon as practicable after selection of the arbitrator(s). Each arbitrator shall be a lawyer licensed to practice law in the State of California with at least five (5) year's experience in law applicable to municipal utilities.



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**Section 15.8 Fees**

Unless otherwise ordered under Section 15.10, the fees of the arbitrator shall be paid in equal shares by VWWOS and City.

**Section 15.9 Discovery**

For a period of thirty (30) days following the appointment of the arbitrator(s) (or such longer period as the Parties may mutually agree or the arbitrator(s) may direct), the Parties shall have the right to engage in such discovery relevant to the matters in dispute as is allowed pursuant to State law.

**Section 15.10 Arbitration Rules**

The arbitrators shall decide such disputes pursuant to the American Arbitration Association commercial arbitration rules in force at the time of the arbitration. The arbitrator(s) shall be required to make a final determination, not subject to appeal, within thirty (30) days from the receipt of such dispute by the arbitrator(s), and the Parties shall be bound by the terms of such final determination. The determination by the arbitrator(s) shall be made in writing and shall contain written findings of fact, and may be specifically enforced by a court of competent jurisdiction. The arbitrator(s) shall determine a fair and equitable allocation of the reasonable expenses of the Parties incurred in connection with the resolution of any dispute hereunder. Each party shall bear its own attorneys' fees and expenses, unless the arbitrators(s) shall determine that the action or defense of the losing party was frivolous, in which event the arbitrator(s) shall determine a fair and equitable attorneys' fees and expenses to be paid by the losing party to the prevailing party which shall not exceed the fees and expenses actually incurred by the prevailing party with respect to the dispute.

**Section 15.11 Independence**

The arbitrator(s) shall retain independence of all Parties to this Agreement, and neither party shall engage or attempt to engage the services of the arbitrators for any other purposes without prior written notice to the other party.

**Article 16. ASSIGNMENT AND DELEGATION**

**Section 16.1 City Assignment**

City shall not assign this Agreement or transfer sell or convey any portion of the Facility or the Site without the consent of VWWOS, which consent shall not be unreasonably withheld; and no such assignment shall relieve the City of its obligations hereunder.

**Section 16.2 VWWOS Assignment**

VWWOS shall have the right to assign this Agreement, without City's consent, (i) to an Affiliate that has the technical and financial ability to perform VWWOS's obligations hereunder; or (ii) in conjunction with a merger, consolidation or sale of substantially all of the assets of VWWOS. VWWOS shall provide prior written notice to City of any such transfer along with evidence of the technical and financial ability of the transferee. VWWOS may also collaterally or assign this Agreement and/or its right to any payments hereunder, but not its obligations to perform services hereunder, to one or more lenders providing financing to VWWOS or any Affiliate. Any other transfer of VWWOS's right title and interest in this Agreement shall be null and void unless authorized by the City in writing in advance which authorization may be granted or withheld in the City's absolute discretion. No such assignment, however, shall alter an assignee's obligations hereunder to accomplish the Performance Guarantee to perform hereunder for the compensation provided hereby, or otherwise to perform as VWWOS would be required to perform in the absence of the Assignment.

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**Section 16.3 Notice of Assignment**

In the event of any such assignment permitted by this Article the assignor shall give prompt written notice to the other party.

**Article 17. ADMINISTRATIVE AND MISCELLANEOUS PROVISIONS**

**Section 17.1 Notices**

All notices required or desired to be given hereunder to either party shall be effective if given by personal delivery, certified or registered mail, postage prepaid, return receipt requested, by nationally recognized overnight delivery company, or by telecopy (with telephone confirmation of receipt), if addressed to the following addresses or telecopy numbers:

If to VWWOS:

Veolia Water West Operating Services, Inc.  
4160 Temescal Canyon Road, Suite 311  
Corona, CA 92883  
Attn: President, West Region Email: larry.cook@veolia.com

With copies to:

Veolia Water West Operating Services, Inc.  
53 State Street, 14<sup>th</sup> Floor  
Boston, MA 02109  
Attn: General Counsel  
Email: general.counselNA@veolia.com

If to City:

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

With copies to:

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

City of Lathrop  
City Attorney  
390 Towne Centre Drive  
Lathrop, CA 95330

Any party may change its address for the purpose of this Section by giving written notice of such change in the manner required by this Section. Notices delivered personally or by telecopy with telephone confirmation of receipt shall be deemed given as of actual receipt. Mailed notices shall be deemed given as of three (3) days after mailing. Notices given by overnight delivery company shall be deemed given as of the date and time of delivery indicated on the delivery company's receipt.

### **Section 17.2 Compliance with Laws and Regulations**

In performing all of their respective obligations under this Agreement, VWWOS and City shall at all times comply with all Applicable Laws including the requirements of Labor Code Section 1720 et seq. as made applicable by Government Code Section 5956.8.

### **Section 17.3 Non-Discrimination in Employment**

(a) Non-Discrimination Obligation. VWWOS shall comply with all Applicable Laws which prohibit discrimination against any applicant for employment or employees and will take affirmative action to ensure compliance. Such affirmative action shall apply to, but not be limited to, recruitment and recruitment advertising; hiring; promotion; upgrading; transfer; selection for training, including apprenticeship; demotion; layoff; and termination. As required by Applicable Law, VWWOS will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Advertisements. As required by Applicable Law, VWWOS shall state in all solicitations or advertisements for employees placed by or on behalf of VWWOS that all qualified applicants will receive consideration for employment in accordance with all laws and regulations which prohibit discrimination and without regard to factors such as age, race, color, religion, sex, sexual orientation, national origin, or disabilities.

### **Section 17.4 Further Assurances**

City and VWWOS each agree to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to the provisions of this Agreement.

### **Section 17.5 Governing Law**

The Parties agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the Parties, and shall also govern the interpretation of this Agreement. Venue for any action to enforce the provisions of this Agreement shall lie in San Joaquin County, California.

### **Section 17.6 Partial Invalidity; Severability**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way and to that end the provisions hereof are severable.

### **Section 17.7 Waiver**

The failure of either party to enforce any right under this Agreement shall not be construed as a waiver of its right to enforce that or any other right hereunder in the future.

### **Section 17.8 Entire Agreement**

This Agreement, including the Exhibits hereto, supersedes any and all other agreements, whether oral or in writing, between the Parties hereto, and contains all of the covenants and agreements between the Parties regarding the subject matter of this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party that are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

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Specifically, VWWOS and City agree that this Agreement supersedes that certain "Wastewater Plant Operation and Maintenance Agreement Between US Filter Operating Services Inc. and the City of Lathrop, California" dated for convenience April 29, 2003, and amendments, which shall be of no further force and effect as of the Effective Date of this Agreement.

**Section 17.9 Modification and Amendment**

Neither this Agreement nor any of the terms hereof may be terminated, amended, modified, waived or supplemented orally, but only by an instrument in writing executed by both Parties.

**Section 17.10 Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

**Section 17.11 Execution in Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

**Section 17.12 Joint Drafting**

The document embodying this Agreement is the product of the joint efforts of the Parties and is not drafted solely by any of them. Any ambiguity created herein shall not be construed against any party as drafter of the document.

**Section 17.13 No Third-Party Beneficiaries**

This Agreement shall not confer any rights or remedies upon any person other than the Parties hereto and their respective successors and permitted assigns. VWWOS shall have no liability or obligations to those property owners and developers under this Agreement or otherwise with respect to the Facility or its operation and maintenance.

**Section 17.14 Assistance of Counsel**

Each party to this Agreement warrants to each other that it had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of this Agreement.

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IN WITNESS WHEREOF the Parties have hereunto entered into and executed this Agreement, by their duly authorized representatives, as of the date first above written.

VEOLIA WATER WEST OPERATING SERVICES,  
INC., a Delaware corporation

CITY OF LATHROP, a municipal  
corporation

By: \_\_\_\_\_  
Name:  
Title:

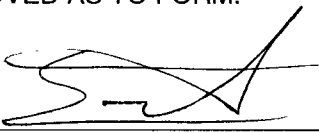
By: \_\_\_\_\_  
Stephen J. Salvatore  
City Manager

By: \_\_\_\_\_  
Name:  
Title:

ATTEST:

By: \_\_\_\_\_  
Teresa Vargas  
City Clerk

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

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**Exhibit A: Definitions**

**“Abnormal Substances”** means substances or materials that are not identified in the Influent Specifications or were not reasonably anticipated as being in the Influent by an operator of the Facility.

**“Affiliate”** means any corporation, limited liability company, partnership or other entity which directly or indirectly controls, is controlled by, or is under common control with VWWOS.

**“Agreement”** means the “Wastewater Plant Operation and Maintenance Agreement between Veolia Water West Operating Services, Inc. and City of Lathrop, California.”

**“Applicable Law”** means any law, rule, code, regulation, consent decree, consent order, consent agreement, permit, determination, judgment or order of, or Governmental Approval issued by, any Governmental Agency having jurisdiction applicable to any activities associated with the operation, maintenance, repair, replacement, or modification of any part of the Facility or associated with any other obligations of the parties under this Agreement.

**“Arbitration Notice”** has the meaning set forth in Section 15.6 of this Agreement.

**“Billing Statement”** has the meaning set forth in Section 7.2 of this Agreement.

**“Biosolids”** means sewage sludge generated at the Facility.

**“Business Day”** means any day other than a Saturday, Sunday or a day on which the City of Lathrop or commercial banking institutions are authorized or required by law, regulation, or executive order to be closed in the State.

**“Capital Project”** means a permanent physical expansion or improvement to the Facility, including but not limited to the procurement and installation of additional equipment and facilities, or the replacement of existing equipment or facilities with new or improved equipment or facilities.

**“Capital Project Adjustment”** has the meaning set forth in Section 4.27(b)(iii)3) of this Agreement.

**“Capital Project Contractor”** has the meaning set forth in Section 4.27(b)(iii) of this Agreement.

**“Change in Law”** means any of the following events occurring after the Contract Date:

1. Adoption, modification or repeal, or official change in interpretation, of any Applicable Law, including the NPDES Permit or WDRs; or
2. the modification or imposition of any material conditions, restrictions or limitations in any Governmental Approval, which imposes limitations, additional costs or burdens with respect to the operation, repair, maintenance and replacement of the Facility or the Parties' other obligations under this Agreement.

**“City”** means the City of Lathrop, California.

**“City Employees and Agents”** has the meaning set forth in Section 9.4 of this Agreement.

**“City Event of Default”** has the meaning given in Section 14.1 of this Agreement.

**“City Fiscal Year”** means the period from July 1 of one calendar year to June 30 of the next.

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**“City Indemnified Party”** means any, some, or all of the City and their respective officers, agents and employees.

**“CIWQS”** means the California Integrated Water Quality System, the online portal for submittal of NPDES Permit-required reports.

**“Compensation”** means the compensation payable to VWWOS under Article 7 of this Agreement.

**“Confidential Information”** has the meaning set forth in Section 9.2 of this Agreement.

**“Contract Date”** means the date stated in the first sentence of this Agreement in which the phrase is used.

**“Corrective Maintenance and Repairs”** means those non-routine, non-repetitive activities required for operational continuity, safety, and performance, reasonably necessary to respond to or avert failure of the Facility, equipment installed at the Facility, or any component thereof.

**“Cost of the Work”** means costs reasonably incurred in the proper performance of services with respect to repair, maintenance, or replacement item under this Agreement (“the Work”). Such costs shall include the items set forth below:

1. Cost of all rented and purchased materials, supplies and equipment used in conjunction with or incorporated in the Work, including the costs of transportation thereof;
2. Payments made by VWWOS to subcontractors or employees on Site or suppliers for portions of the Work performed pursuant to subcontracts or at the direction of VWWOS;
3. Sales, use or similar taxes related to the Work and for which VWWOS is liable under this Agreement;
4. Rental costs of machinery and equipment;
5. Costs of labor for VWWOS and its subcontractors and any other party performing Work at the direction of VWWOS or its subcontractors as set forth in this Agreement;
6. Costs of any fees associated with Governmental Approvals with respect to the work incurred by or on behalf of VWWOS and its subcontractors and suppliers; and
7. Costs incurred in the performance of the Work if and to the extent approved in accordance in writing by City as provided in Section 4.8 and Section 4.9 of this Agreement.

Cost of the Work shall not include any of the following:

- (i) Salaries or other compensation of VWWOS's personnel at VWWOS principal office and branch offices to the extent those personnel are not set forth on Exhibit L to this Agreement or whose services do not constitute the performance of the Work (it being the intent of the Parties that those individuals described on Exhibit L to this Agreement shall be included in the Cost of the Work for time spent in conjunction with the Work);
- (ii) General office expenses of VWWOS's principal and branch offices that would not have been incurred but for the performance of the Work;
- (iii) Overhead or general expenses of any kind;

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(iv) Costs associated with, in any way, either directly or indirectly, the negligence of any VWWOS Indemnified Party, including the correction of non-conforming materials and equipment negligently supplied, or repairing any damage to person or property; and

(v) Costs incurred as part of VWWOS's warranty obligations.

**“Effective Date”** means the date set forth in the preamble.

**“Effluent”** means any water discharged from the Facility at the Points of Effluent Delivery as a result of treatment of Influent.

**“Effluent Specifications”** means the Effluent specifications in Exhibit C-1 and Exhibit C-2 of this Agreement, as applicable.

**“Emergency Preparedness Plan”** shall mean the plan required by Section 4.13.

**“Environmental Condition”** means the presence of any Regulated Substance on or at the Site, including, but not limited to, the presence in surface water, groundwater, soils or subsurface strata or the migration of such a Regulated Substance from or to the Facility.

**“Environmental Law”** means any Applicable Law relating to (i) the protection of public health, safety, natural resources or the environment; (ii) the manufacturing, handling, generation, storage, treatment, processing, transportation, release, discharge, emission or disposal of Regulated Substances; (iii) Environmental Conditions; or (iv) the protection of human health and safety. Environmental Laws include, without limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Oil Pollution Act (33 U.S.C. § 2701 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.); and regulations adopted pursuant thereto; and counterpart state and local laws, and regulations adopted thereto, as they exist on the Contract Date or are thereafter amended.

**“Excused Party”** has the meaning set forth in Section 13.2 of this Agreement.

**“Exit Evaluation”** has the meaning set forth in Section 8.2 of this Agreement.

**“Exit Performance Test”** has the meaning set forth in Section 8.2 of this Agreement.

**“Facility”** means the City of Lathrop Consolidated Treatment Facility as represented by the process flow diagram and site plan in Exhibit I.

**“Facility Capacity”** means hydraulic and treatment capacity of the Facility.

**“Fee-Covered Expenses”** shall have the meaning set forth in Section 6.1(a) of this Agreement.

**“Governmental Agency”** means any legislative executive judicial or administrative department board commission court agency or other instrumentality of the federal, State or local government.

**“Governmental Approval”** means any permit, license, approval, authorization, consent or other authorization which is required under Applicable Law for the operation and maintenance of the Facility or for the performance of any of the obligations under this Agreement.



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“**Influent**” means the untreated wastewater from the Service Area that enters the Facility at the Points of Influent Delivery.

“**Influent Specifications**” means the Influent Specifications as set forth in Exhibit B of this Agreement.

“**Intellectual Property**” means any patents, copyrights, trade, secrets, licensed software, proprietary technology or systems, or other intellectual property.

“**Key Personnel**” means any officer or supervisory employee of VWWOS who will have any role in the performance of VWWOS’s obligations under this Agreement.

“**Laboratory QA/QC Program**” means a quality assurance/quality control program for sampling and analyses, meeting the standards set forth in Exhibit F of this Agreement.

“**Lien**” means mechanic’s lien or materialman’s lien, mortgage, pledge, security interest, lien, encumbrance, lease, disposition of title or other charge of any kind.

“**Losses**” means any losses, claims, suits, actions, demands, charges, expenses, costs (including costs of defense, settlement and reasonable and actual attorney’s fees and costs), liabilities, obligations, fines and penalties.

“**Material Adverse Effect**” means (i) a material adverse effect upon the properties, assets, credit rating, or financial condition of the City, taken as a whole; (ii) a material adverse effect on the ability of City to perform its obligations set forth in this Agreement; or (iii) any material event or circumstance which calls into question or threatens the validity or enforceability of this Agreement by VWWOS against City.

“**Monitoring Equipment**” means the equipment to maintain and operate the Facility as described in Section 4.4 of this Agreement.

“**Monitoring Requirements**” means the sampling, testing and analysis requirements for Influent and Effluent as described in Exhibits D of this Agreement.

“**Non-Specification Influent**” has the meaning set forth in Section 4.3 of this Agreement.

“**NPDES Permit**” means National Pollutant Discharge Elimination System (NPDES) Permit No. CA0085359, Order R5-2022-0004, Waste Discharge Requirements for the City of Lathrop, Consolidated Treatment Facility, San Joaquin County, adopted by the Central Valley Regional Water Quality Control Board adopted on February 17, 2022, and any amendments thereto, and any successor permits.

“**OSHA Compliance Program**” means the program required by Section 4.15 of this Agreement.

“**Parties**” means Veolia Water West Operating Services, Inc., a Delaware corporation, and the City of Lathrop, California, a municipal corporation.

“**Performance Guarantee**” has the meaning set forth in Section 4.2 of this Agreement.

“**Points of Effluent Delivery**” has the meaning set forth in Exhibit L.

“**Points Influent Delivery**” has the meaning set forth in Exhibit L.

“**Premium**” means the cost of insurance provided by VWWOS as described in Section 11.1(e)(3) of this Agreement.

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**“Preventive and Predictive Maintenance”** means routine or repetitive activities required by the equipment or Facility manufacturer or VWWOS consistently with Prudent Industry Practices to maintain the reasonably expected service life of the Facility and equipment and other components thereof.

**“Prime Rate”** means Prime Rate published from time-to-time by the Bank of America NT&SA (or such other lending institution acceptable to VWWOS and the City) for short-term loans to industrial borrowers having the highest credit rating.

**“Prudent Industry Practices”** means those methods, techniques, standards and practices which, at the time they are employed and in light of the circumstances known or believed to exist at the time, are generally accepted as reasonably prudent in the municipal wastewater treatment industry as practiced in the United States.

**“Regulated Substance”** means any pollutant, contaminant, hazardous, substance, hazardous material, toxic substance, toxic pollutant, solid waste, municipal waste, industrial waste, or hazardous waste, petroleum or petroleum-derived substance, asbestos, or polychlorinated biphenyls, that is defined as such in, is subject to regulation under, or may form the basis for any requirement for investigation or remediation under any Environmental Law.

**“Release”** means any release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, dispersal, leaching, or migration of any Regulated Substance into the environment (including ambient air, surface or ground water, and surface or subsurface strata), including the movement of any Regulated Substance in or through the air, soil, surface water, or groundwater or property.

**“Replacement Cap”** has the meaning set forth in Section 4.8 of this Agreement.

**“Responsible Officer”** means the City Manager of Lathrop or his or her designee.

**“Services”** means the services that VWWOS is to provide pursuant to this Agreement.

**“Service Area”** means the area served by the sewage collection system delivering Influent to the Facility.

**“Service Fee”** has the meaning set forth in Section 7.1 of this Agreement.

**“Site”** means the real property on which the Facility is located.

**“Site License”** has the meaning set forth in Section 5.2 of this Agreement.

**“State”** means the State of California and its departments, boards, commissions and agencies.

**“Term”** has the meaning set forth in Section 2.1 of this Agreement.

**“Uncontrollable Circumstances”** means any act, event, or condition beyond the reasonable control of a party (or the party’s employees, agents or subcontractors) which materially affects the ability of that party to perform any obligation under this Agreement (except an obligation to make payment when due), including a Change of Law, strikes, lockouts or other labor disturbances, earthquake, flood, hurricanes, or other natural disaster, acts of God, war (whether or not war has been declared), terrorism (including unexpected delays arising from security measures relating to terrorism or the threat of terrorism), civil insurrection, quarantine, radiation or radioactive contamination, or other circumstances beyond a party’s reasonable control. “Uncontrollable Circumstances” also include the following acts, events or conditions, to the extent they meet the

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standards set forth immediately above delimiting acts, events or conditions which constitute “Uncontrollable Circumstances.”

- (i) the suspension, termination, interruption, denial, failure to issue, delay in issuance, modification or failure of renewal of any Governmental Approval necessary to the operation and maintenance of the Facility; and
- (ii) such other items as are expressly specified in this Agreement as being “Uncontrollable Circumstances.”

“Uncontrollable Circumstances” also includes:

- (a) Violations of the City’s Industrial Pretreatment Program discharge limits which are of such a quantity and quality so as to cause substantial disruption in the operations or biological activity of the Facility.
- (b) Receipt of Non-Specification Influent at the Facility which is of such a quantity and quality so as to cause substantial disruption in the operations or biological activity of the Facility.

“**User Fees**” has the meaning set forth in Section 6.1 of this Agreement.

“**VWWOS**” Veolia Water West Operating Services, Inc.

“**VWWOS Event of Default**” has the meaning set forth in Section 14.3 of this Agreement.

“**VWWOS Indemnified Party**” means any, some or all of VWWOS, its parent, affiliates, subcontractors, and their respective officers, employees and agents.

“**WDRs**” means Order R5-2016-0028-01, Waste Discharge Requirements and Master Recycling Permit for City of Lathrop, Lathrop Consolidated Treatment Facility, San Joaquin County, adopted by the Central Valley Regional Water Quality Control Board adopted on April 21, 2016, amended on April 6, 2018, and any amendments thereto, and any successor permits.

“**WDRs Monitoring and Reporting Program**” means Revised Monitoring and Reporting Program R5-2016-0028-03 REV3 for City of Lathrop, Lathrop Consolidated Treatment Facility, San Joaquin County, issued by the Central Valley Regional Water Quality Control Board Executive Officer on May 3, 2021, and any amendments thereto.

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**Exhibit B: Influent Specifications**

The following specifications apply to samples taken at the Facility's influent piping manifold:

Parameter	Unit	2.5 MGD Capacity ADWF
BOD @ ADWF	Lbs/day	8,757
BOD @ PDF	Lbs/day	14,011
TSS @ ADWF	Lbs/day	7,089
TSS @ PDF	Lbs/day	11,342
TKN @ ADWF	Lbs/day	1,251
TKN @ PDF	Lbs/day	2,002

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**Exhibit C-1: Effluent Specifications for Surface Water Discharge**

VWWS shall operate the Facility such that Effluent for surface water discharge meets the following requirements at the locations described below:

1. Limits in the following table at the effluent composite sampler

Parameter	Units	Average Monthly	Average Weekly	Maximum Daily
Biochemical Oxygen Demand (BOD) 5-day@20°Celsius	Milligrams per Liter (mg/L)	10	15	---
Total Suspended Solids (TSS)	mg/L	10	15	---
Ammonia (Total as Nitrogen)	mg/L	1.1	2.5	---
Nitrate plus Nitrogen (Total as Nitrogen)	mg/L	10	22	---
*Dibromochloromethane (DBCM)	µg/L	15	—	27
*Dichlorobromomethane (DCBM)	µg/L	36	—	71
*Bromoform	µg/L	17	—	34
*Chloroform	µg/L	130	—	260

2. pH at the effluent pH analyzer :

6.5 Standard Units (SU) as an instantaneous minimum

8.5 SU as an instantaneous maximum

3. Percent Removal: the average monthly percent removal of 5-day biochemical oxygen demand (BOD<sub>5</sub>) and total suspended solids (TSS) shall not be less than 85% at the effluent composite sampler.

4. \*Total Residual Chlorine. Effluent total residual chlorine shall not exceed at the applicable dechlorination analyzer:

i. 0.011mg/l as a 4 day average and

ii. 0.019mg/l as a 1 hour average

AMENDED AND RESTATED WASTEWATER PLANT OPERATION AND MAINTENANCE AGREEMENT  
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CITY OF LATHROP, CALIFORNIA

5. \*Total Coliform Organisms. Effluent Total coliform organisms shall not exceed the following with compliance measured after disinfection at the coliform sample port:
  - i. 2.2 most probable number per 100 milliliters (MPN/100mL), as a 7-day median
  - ii. 23 MPN/100mL, more than once in a 30-day period; and
  - iii. 240 MPN/100mL, at any time.
  
6. Filter Effluent, measured downstream of the confluence point of the three filters but prior to chlorination, does not exceed the following:
  - i. 0.2 NTU more than 5 percent of the time within a 24-hour period;
  - ii. 0.5 NTU at any time

Notwithstanding the foregoing, items marked with an asterisk (\*) shall not take effect until the dechlorination facility passes the acceptance testing, as set forth in Exhibit M.

For surface water discharge, Veolia will use Prudent Industry Practices to minimize the quantity of chlorine used to meet the requirements of this Exhibit C-1 above, given the capabilities of the Facility and the treatment process; provided that Veolia will prioritize meeting the above requirements over minimization of chlorine.

AMENDED AND RESTATED WASTEWATER PLANT OPERATION AND MAINTENANCE AGREEMENT  
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**Exhibit C-2: Effluent Specifications for Land Discharge**

VWOS shall operate the Facility to produce Effluent for land discharge that meets the following requirements at the locations described below:

1. Limits in the following table at the effluent composite sampler.

Constituent	Limit	Basis of Compliance Determination
BOD5	10 mg/L	Monthly average
Total dissolved solids	950 mg/L	Flow-weighted annual average
Total nitrogen	10 mg/L	Flow-weighted annual average

2. Filter Effluent turbidity, measured downstream of the confluence point of the three filters but prior to chlorination, does not exceed the following:
  - i. 0.2 NTU more than 5 percent of the time within a 24-hour period;
  - ii. 0.5 NTU at any time
3. Prior to discharge to the recycled water storage ponds, disinfected effluent shall not exceed the following limits for total coliform organisms, measured at the coliform sample port:
  - a. The 7-day median concentration of total coliform bacteria measured in the disinfected effluent shall not exceed a most probable number MPN of 2.2 per 100 milliliters. Compliance with this requirement will be determined using the median result of the seven most recent sampling events.
  - b. The number of total coliform bacteria shall not exceed an MPN of 23 per 100 milliliters in more than one sample in any 30 day period
  - c. The number of total coliform bacteria shall not exceed MPN of 240 per 100 milliliters at any time
  - d. The free chlorine residual contact time (CT) shall not be less than 60-mg-min/L and a minimum free chlorine modal contact time of 32 minutes shall be maintained at all times. CT is a product of free chlorine residual concentration in mg/L and the free chlorine modal contact time in minutes

Wastewater measured at the effluent composite sampler shall not have a pH less than 6.0 or greater than 9.

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**Exhibit D Monitoring Requirements**

VWOS shall monitor the operation of the Facility and shall measure and analyze the chemical content, physical properties, volume and flow rate of Influent entering the Facility and Effluent discharged from the Facility, and the Biosolids to reasonably demonstrate whether Influent meets the requirements of Exhibit B and whether Effluent is in compliance with the requirements of Exhibit C-1 and Exhibit C-2.



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**Exhibit E: Monitoring Equipment**

Required monitoring equipment shall be provided consistent with Prudent Industry Practices and, at a minimum, include the items below:

- Influent and Effluent composite samplers.
- Sample collection tubing and bottles.
- Hand-held field meters for measuring dissolved oxygen, electrical conductivity, temperature and pH for NPDES Permit MRP sampling that utilizes a U.S. Environmental Protection Agency-approved algorithm/method, calibrated and maintained in accordance with the manufacturer's instructions. A calibration and maintenance log for each meter shall be maintained at the Facility.
- Sample collection equipment and supplies, such as protective gloves.

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**Exhibit F: Standards for Quality Assurance and Quality Control Program**

VWWOS maintains a written Quality Control and Quality Assurance (QA/QC) Program in accordance with Prudent Industry Practices, which will be updated as reasonably required to ensure the integrity of the sampling testing and process procedures.

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**Exhibit G: Computerized Maintenance Management System**

VWWOS shall maintain an electronic Computer Maintenance Management System (CMMS) to generate work orders and maintain records on the Facility. Preventive maintenance work orders shall be generated by the CMMS system based on manufacturers' recommendations and as modified by VWWOS after consultation with City to reflect VWWOS's operating experience. Work order maintenance records shall document the labor hours, cost, and cost of materials used. Monthly and annual work order summaries shall be reported to City. VWWOS shall conduct all activities to maintain and enforce new and existing equipment warranties and guarantees.

VWWOS shall use the CMMS to maintain asset inventory information. The CMMS or separate software shall be used to maintain a system of inventory control. The following information shall be maintained in the CMMS:

- Inventory identification and description
- Location identification
- Manufacturer, make, model and numerical id
- Unit and unit cost
- Supplier and manufacturer contact information
- Spare parts list
- Preventive maintenance requirements

VWWOS shall use the CMMS to (i) maintain information in compliance with Rule 34 of the General Accounting Standards Board, (ii) update that information not less than annually in conjunction with City's financial audit of all City financial activity, and (iii) provide an annual report to the City in time for its use by City auditors with respect to that audit.

AMENDED AND RESTATED WASTEWATER PLANT OPERATION AND MAINTENANCE AGREEMENT  
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CITY OF LATHROP, CALIFORNIA

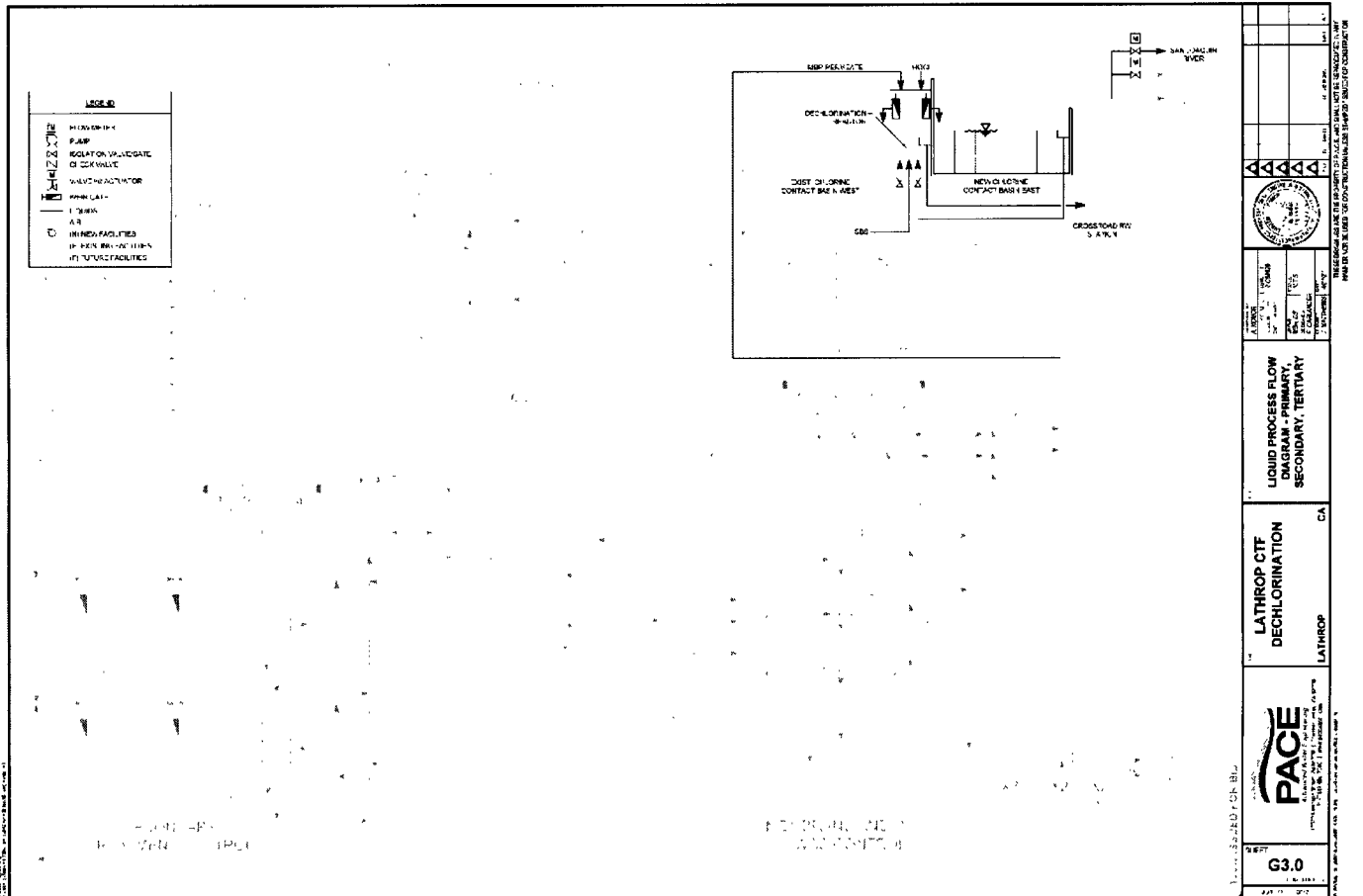
**Exhibit H: Corrective Maintenance and Repair Monthly Report**

On a monthly basis, on the 15<sup>th</sup> day following the calendar month for the reporting period, VWWOS shall provide a summary report indicating all corrective maintenance and repairs conducted during the month. The reports shall consist of reports generated by the Computerized Maintenance Management System (CMMS) as supplemented (electronically altered, or by additional reports) to provide, at a minimum, the following information:

- All initiated corrective work requests/orders during the month, including date and description
- All corrective work orders completed/closed during the month, including dates, description of problem, description of work accomplished, material cost and labor information.
- All corrective work orders on which work progressed during the month, in terms of costs or labor expended.
- A listing, with estimated costs, of major corrective maintenance planned or anticipated during the upcoming month.
- A summary of maintenance cost expenditures to date, in comparison with budgeted costs, including projections through the end of the current contract year.

AMENDED AND RESTATED WASTEWATER PLANT OPERATION AND MAINTENANCE AGREEMENT  
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**Exhibit I: Facility Process Flow Diagram and Site Plan**



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**Exhibit J: Facility and Site Security Requirements**

The Services shall include:

- Monitoring of all entrances and exits with motion detectors and video surveillance.
- Securing access to the Facility and other structures on the Site with card locks or other devices approved by City, allowing access only by VWWOS and appropriate City staff, or their designees.

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CITY OF LATHROP, CALIFORNIA

**Exhibit K: Service Fee**

The monthly Service Fee, as of July 1, 2022, shall be \$138,761.67.

All future amounts to be adjusted for inflation in each subsequent year as of July 1 of that year as set forth in Section 7.2(b) of the Agreement.

AMENDED AND RESTATED WASTEWATER PLANT OPERATION AND MAINTENANCE AGREEMENT  
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**Exhibit L**

**Points of Influent and Effluent Delivery**

**Points of Influent Delivery:** At the points A1 through A6, as depicted on the following Diagram L-1.

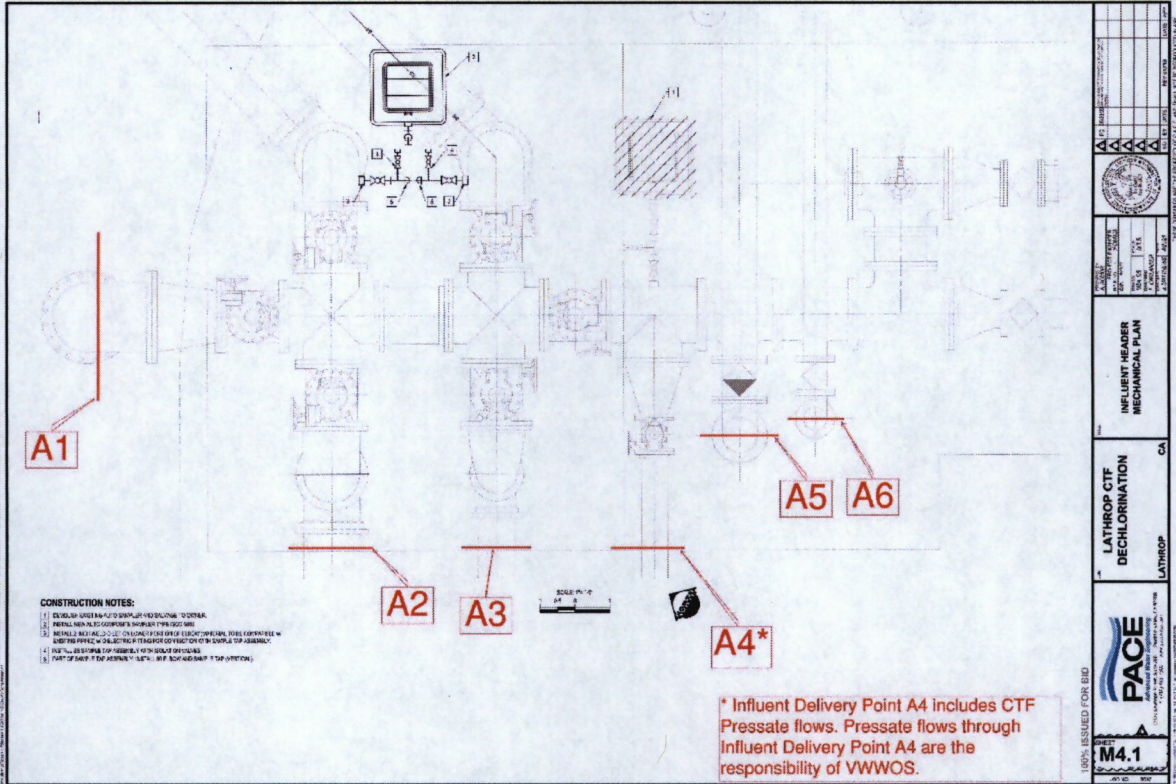
**Points of Influent Delivery:** At the points B1 and B2 as depicted on the following Diagram L-2.

**Additional Veolia Valves:** At the points B1 and B2 as depicted on the following Diagram L-3.



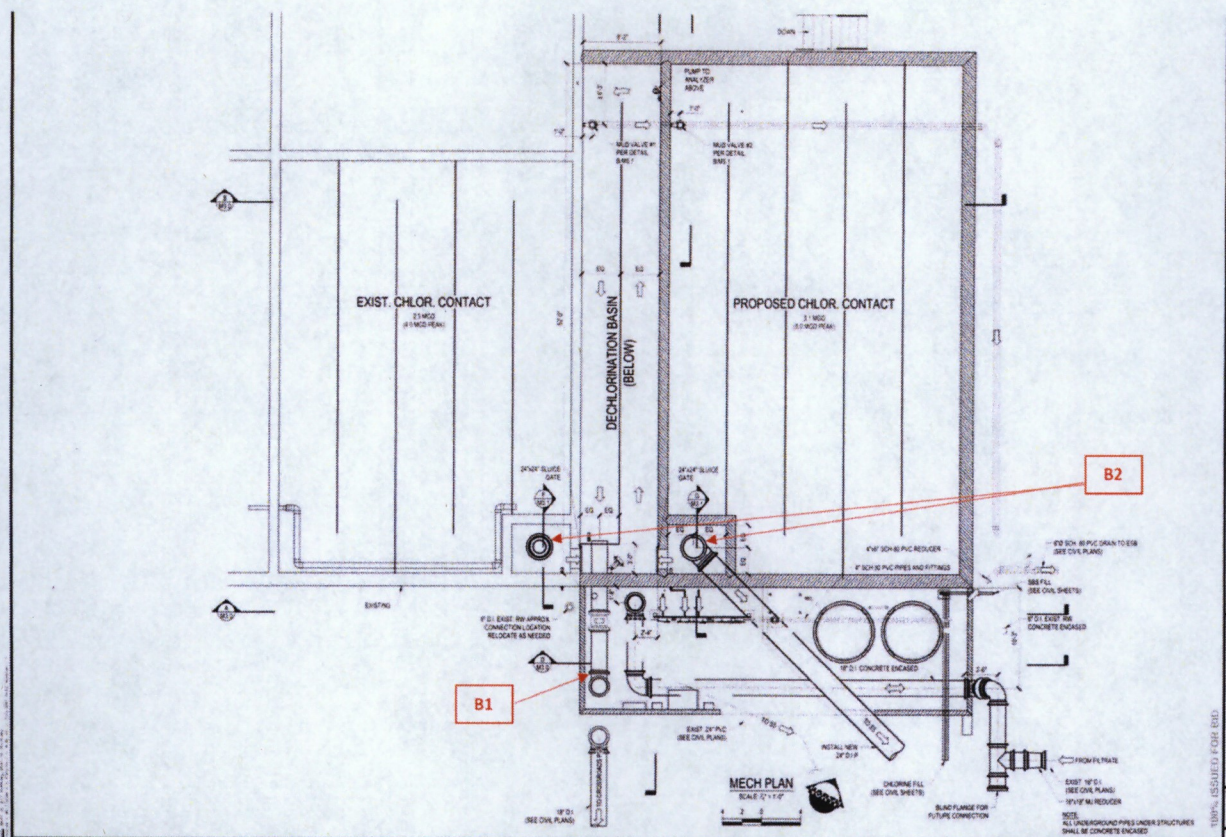
**AMENDED AND RESTATED WASTEWATER PLANT OPERATION AND MAINTENANCE AGREEMENT**  
**between VEOLIA WATER WEST OPERATING SERVICES, INC. and**  
**CITY OF LATHROP, CALIFORNIA**

Diagram L-1



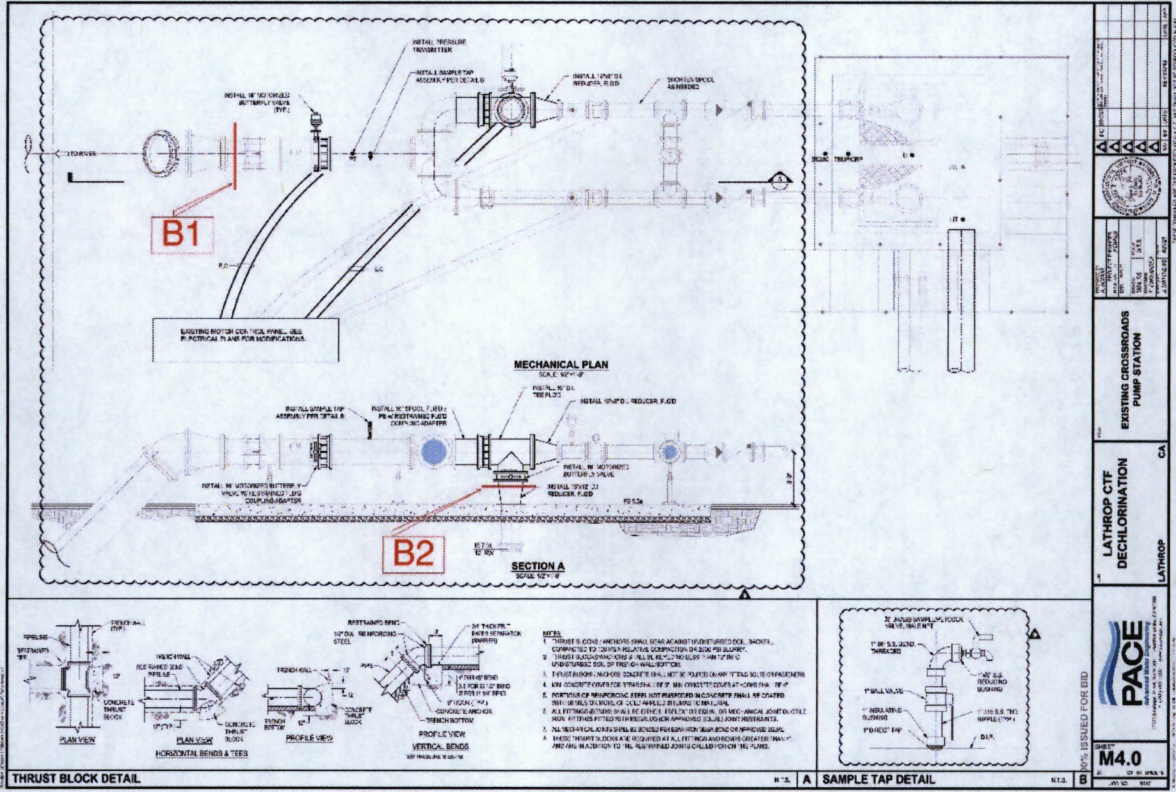
AMENDED AND RESTATED WASTEWATER PLANT OPERATION AND MAINTENANCE AGREEMENT  
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Diagram L-2



**AMENDED AND RESTATED WASTEWATER PLANT OPERATION AND MAINTENANCE AGREEMENT**  
 between VEOLIA WATER WEST OPERATING SERVICES, INC. and  
 CITY OF LATHROP, CALIFORNIA

Diagram L-3



DATE: 01/15/2014	SCALE: 1/2" = 1'-0"	PROJECT: LATHROP CTF DECHLORINATION
DESIGNED BY: [Name]	CHECKED BY: [Name]	APPROVED BY: [Name]
<b>PACE</b> ENGINEERING, INC. 1111 1/2 AVENUE, SUITE 200 LATHROP, CALIFORNIA 94626 (916) 434-1111		
DRAWING NO. <b>M4.0</b> SHEET NO. 1 OF 1		

## Exhibit M

### VWWOS Acceptance Testing Procedures

The following are tests to be performed by VWWOS staff, the outcome of each of which must be acceptable to VWWOS, acting reasonably and consistent with Prudent Industry Practices:

1. Check control strategy and automatic operation of all gates from filtrate storage to chlorine contact basin. Verify that all gates are fully functional and control strategy allows for automatic adjustment to accommodate changes in flow and shutdown/diversion as applicable. Failure to accommodate the necessary flow range or inability to transition for shutdown/diversion will require adjustment to the control strategy prior to acceptance.
2. Check flow pacing operation of chlorine dosing.
  - a. This check should be performed multiple times during the day and on multiple days to verify flow pacing of chlorine during diurnal flow variations
  - b. Calculate daily chlorine usage using the daily flow and check against the drawdown in the hypochlorite storage tank to validate chemical tracking
  - c. Check operation of the chlorine dose trim loop by varying chlorine dose/residual setpoints multiples times in a day as well as on multiple days.
  - d. Collect separate grab samples close to each chlorine analyzer/probe and compare analyzer/probe reading to onsite residual chlorine test results for verification. This testing also needs to be conducted multiple times in a day and on multiple days.
  - e. Following the above checks, adjust the chlorine dose setpoint below the compliant contact time requirement to check the automatic operation of the compliance valves to the ESB.

If the system does not adjust accurately or timely to provide for the proper dosing for any of the above items, the control strategy will need to be adjusted and perform to meet acceptable disinfection limits .
3. Check control strategy of the dechlorination system and verify the flow pacing strategy adjusts timely and accurately. Checks should be performed as noted in Items 2a. through 2d. above for chlorination. Following checks on flow pacing strategy, the following additional checks should be performed to verify the trim strategy and ensuing residual chlorine. The trim strategy verification should be conducted on multiple days and at various chlorine dosages that will provide a broad range of residual chlorine concentration in the influent to the dechlorination basin. This verification should be carried out in a sequential manner to verify operation under various flow and load conditions. Each of the steps should be checked over a period of 24 hours to cover diurnal variations in flow and load.
  - a. Set the chlorine dosage at the design set point of 12 mg/L. Set the bisulfite dosage to the dosage specified at 1.3 mg/mg Cl<sub>2</sub> residual.
    - i. Monitor residual chlorine in influent to dechlorination, bisulfite feed rate, and chlorine residual at the midway probe in the dechlorination basin to ensure reaction is taking place at an acceptable rate to meet effluent residual allowances on a repeatable basis.
    - ii. Monitor changes in bisulfite feed rate as trimming occurs. Compare bisulfite usage with actual drawdown to validate dosage tracking
    - iii. Monitor chlorine residual in the effluent from dechlorination against compliance values. Randomly verify probe/analyzer readings to results from grab sample analysis using onsite tests. Verify that effluent residual chlorine concentrations are below permit limits under all flow and load conditions. Failure to do so will result in changes need to the control loop prior to acceptance.
  - b. Adjust chlorine dosage to a set point of 10 mg/L. Keep the bisulfite dosage at 1.3 mg/mg. Repeat steps i. through iii. in a. above.
  - c. Adjust chlorine dosage to a set point of 8 mg/L. Keep the bisulfite dosage at 1.3 mg/mg.

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- Repeat steps i. through iii. in a. above.
- d. Repeat b. and c. at higher chlorine dosage rates of 14 mg/L and 16 mg/L. Failure to meet the reaction rate and acceptable treatment to comply with the NPDES permit will require a change to the control loop. The trim loop should automatically adjust bisulfite dosage based on midway residual chlorine concentration. If necessary to meet effluent residual chlorine levels increase bisulfite set point gradually by steps of 0.1 mg/mg until the required residual is met. Do not exceed the maximum bisulfite dose rate of 15 mg/L which could lead to deoxygenation. If the process does not function within the dosage requirements (2mg/L Min, 15 mg/L max) and meet the effluent criteria in the NPDES permit for chlorine residual (instantaneous grab), the system will not be accepted until such time as this can be achieved on a consistent basis.

Following the successful completion of the above tests, Veolia will continue to monitor the dechlorination system for a functionality testing period of at least one (1) year prior to full acceptance of the system, which will allow for checking the automatic operation of the various valves and gates. In addition, this period will allow for verification of alarms, etc., during normal operations as well as fluctuations in external factors such as seasonal changes. In order to achieve full acceptance of the Facility and effectiveness of the starred guarantee items in Exhibit C-1, the Facility must achieve continuous operations for at least thirty consecutive days with no unexplained or unresolved functioning of the system (including, but not limited to, under/over dosing or lack of response to fluctuations in the flow/demand for the chlorine or sodium bi-sulfite) (the "Operating Conditions") during each quarter of the testing year (January to March, April to June, July to September, and October to December). If the Facility does not achieve the Operating Conditions for a particular quarter, then the guarantee for the starred items will not become effective until the Operating Conditions are met in the same quarter in a subsequent year.

AMENDED AND RESTATED WASTEWATER PLANT OPERATION AND MAINTENANCE AGREEMENT  
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CITY OF LATHROP, CALIFORNIA

## ITEM 4.8

### CITY MANAGER'S REPORT MARCH 13, 2023 CITY COUNCIL REGULAR MEETING

**ITEM:** **APPROVE PURCHASE FROM ROTO-LITE, INC. FOR LANDSCAPE IMPROVEMENT LIGHTING ON LATHROP ROAD, LOUISE AVENUE, AND GOLDEN VALLEY PARKWAY**

**RECOMMENDATION:** **Adopt Resolution Approving the Purchase from Roto-Lite, Inc. for Streetscape Median Lighting on Lathrop Road from South Harlan Road to Fifth Street; Louise Avenue from South Harlan Road to Fifth Street; and Golden Valley Parkway from Towne Centre Drive to River Islands Parkway.**

---

#### **SUMMARY:**

Over the past few years, the City has taken steps to continually improve major arterials throughout the City of Lathrop. On May 10, 2021, City Council approved Resolution 21-4883 for the construction of median landscape improvements throughout the City. In December of 2022, staff obtained three written quotes for landscape median lighting. Roto-lite, Inc. was the lowest quote and staff purchased the landscape median lights in the amount of \$39,153.84. The median lights were installed at City Hall, the Towne Centre Drive roundabout, the Police Department Police Station, and the intersection of River Islands Parkway and Golden Valley Parkway.

As staff continues to incorporate quality of life benefits and improve roadway appearance, staff is requesting to install the same streetscape median lights along Lathrop Road from South Harlan Road to Fifth Street; Louise Avenue from South Harlan Road to Fifth Street; and Golden Valley Parkway from Towne Centre Drive to River Islands Parkway. Staff is requesting to use the same lighting apparatus provided by Roto-lite, Inc. The lighting apparatus' provided by Roto-lite, Inc. are a customized product, which have essential unique design and performance features. The features include internal network compatibility and connectivity software that works with the City's existing lighting, specific bulb output wattage, adjustable kelvin temperatures (2700k-6500k) to match existing lighting aesthetics, and RGBW (Red, Green, Blue, White) color light output. The aesthetics of the fixture also matches the outward appearance of the existing equipment to create a uniform appearance. The proposed purchase amount for the additional streetscape median lights from sole source provider Roto-lite, Inc. for materials is \$121,299.89.

**CITY MANAGER'S REPORT  
MARCH 13, 2023 CITY COUNCIL REGULAR MEETING  
APPROVE PURCHASE FROM ROTO-LITE, INC. FOR LANDSCAPE  
IMPROVEMENT LIGHTING ON LATHROP ROAD, LOUISE AVENUE, AND  
GOLDEN VALLEY PARKWAY**

**BACKGROUND:**

The City of Lathrop has a long history of continually improving major arterials, including Lathrop Road, Louise Avenue, and Golden Valley Parkway. On May 10, 2021, City Council approved Resolution 21-4883 which approved CIP GG 21-15 for the construction of median landscape improvements throughout the City. These improvements are needed to accommodate development, reduce traffic congestion, increase safety and improve quality of life benefits.

As a way to incorporate quality of life benefits and improve roadway appearance, in December of 2022, staff obtained three written quotes for landscape median lighting. Roto-lite, Inc. was the lowest quote and staff purchased the landscape median lights in the amount of \$39,153.84. The median lights were installed at City Hall, the Towne Centre Drive roundabout, the Police Department Police Station, and the intersection of River Islands Parkway and Golden Valley Parkway.

As staff continues to incorporate quality of life benefits and improve roadway appearance, City staff proposed to install the same streetscape median lights along Lathrop Road from South Harlan Road to Fifth Street; Louise Avenue from South Harlan Road to Fifth Street; and Golden Valley Parkway from Towne Centre Drive to River Islands. The proposed lights would add a visual enhancement to the median trees. Staff is requesting to use the same lighting apparatus provided by Roto-lite, Inc. The lighting apparatus provided by Roto-lite, Inc. are a customized product, with a unique design and essential performance features. The features include internal network compatibility and connectivity software that works with the City's existing lighting, specific bulb output wattage, adjustable kelvin temperatures (2700k-6500k) to match existing lighting aesthetics, and RGBW (Red, Green, Blue, White) color light output. The aesthetics of the fixture also match the outward appearance of the existing equipment to create a uniformed and clean appearance. The additional amount for the proposed streetscape median lights from sole source provider Roto-lite, Inc. is \$121,299.89.

**RECOMMENDATION:**

Adopt Resolution Approving the Purchase of Streetscape Median Lighting for Lathrop Road from South Harlan Road to Fifth Street; Louise Avenue from South Harlan Road to Fifth Street; and Golden Valley Parkway from Towne Centre Drive to River Islands Parkway.



**CITY MANAGER'S REPORT  
MARCH 13, 2023 CITY COUNCIL REGULAR MEETING  
APPROVE PURCHASE FROM ROTO-LITE, INC. FOR LANDSCAPE  
IMPROVEMENT LIGHTING ON LATHROP ROAD, LOUISE AVENUE, AND  
GOLDEN VALLEY PARKWAY**

**FISCAL IMPACT:**

Funds are available within the FY 22/23 budget to cover the purchase amount for the streetscape median lights from Roto-lite, Inc., which includes materials, and in house tree and electrical installation costs which shall not exceed \$121,299.89.

**ATTACHMENTS:**

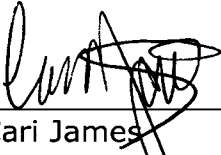
- A. Resolution Approving the Purchase from Roto-Lite, Inc. for Streetscape Median Lighting on Lathrop Road from South Harlan Road to Fifth Street; Louise Avenue from South Harlan Road to Fifth Street; and Golden Valley Parkway from Towne Centre Drive to River Islands Parkway
- B. Roto-lite, Inc. Quote

**CITY MANAGER'S REPORT  
MARCH 13, 2023 CITY COUNCIL REGULAR MEETING  
APPROVE PURCHASE FROM ROTO-LITE, INC. FOR LANDSCAPE  
IMPROVEMENT LIGHTING ON LATHROP ROAD, LOUISE AVENUE, AND  
GOLDEN VALLEY PARKWAY**

**APPROVALS:**

  
\_\_\_\_\_  
Todd Sebastian  
Director of Parks, Recreation  
and Maintenance Services

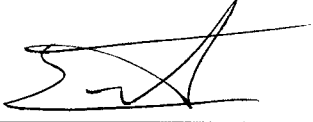
2.24.23  
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Date

  
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Cari James  
Director of Finance

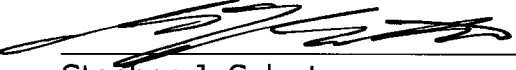
3/2/2023  
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Date

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

3.2.2023  
\_\_\_\_\_  
Date

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

2.23.2023  
\_\_\_\_\_  
Date

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

3.7.23  
\_\_\_\_\_  
Date

**RESOLUTION NO. 23-**

**A RESOLUTION APPROVING THE PURCHASE FROM ROTO-LITE, INC. FOR STREETScape MEDIAN LIGHTING ON LATHROP ROAD FROM SOUTH HARLAN ROAD TO FIFTH STREET; LOUISE AVENUE FROM SOUTH HARLAN ROAD TO FIFTH STREET; AND GOLDEN VALLEY PARKWAY FROM TOWNE CENTRE DRIVE TO RIVER ISLANDS PARKWAY**

**WHEREAS**, over the past few years, the City has taken steps to continually improve major arterials throughout the City of Lathrop; and

**WHEREAS**, as a way to incorporate quality of life benefits and improve roadway appearance, in December of 2022, staff obtained three written quotes for landscape median lighting; and

**WHEREAS**, Roto-lite, Inc. was the lowest quote and staff purchased the landscape median lights which were installed at City Hall, the Towne Centre Drive roundabout, the Police Department Police Station, and the intersection of River Islands Parkway and Golden Valley Parkway; and

**WHEREAS**, City staff proposes to install the same streetscape median lights along Lathrop Road from South Harlan Road to Fifth Street; Louise Avenue from South Harlan Road to Fifth Street; and Golden Valley Parkway from Towne Centre Drive to River Islands; and

**WHEREAS**, the total amount of the project was \$39,153.84; and

**WHEREAS**, staff is requesting to use the same lighting apparatus provided by Roto-lite, Inc. because they are a customized product, with unique design and performance features, including, internal network compatibility and connectivity software that works with the City's existing lighting, specific bulb output wattage, adjustable kelvin temperatures (2700k-6500k) to match existing lighting aesthetics, and RGBW (Red, Green, Blue, White) color light output along with the aesthetics of the fixture matching the outward appearance of the existing equipment to create a uniformed and clean appearance; and

**WHEREAS**, the proposed agreement cost for the streetscape median lights from sole source provider Roto-lite, Inc. is \$121,299.89; and

**WHEREAS**, sufficient funds are available within the FY 22/23 budget.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop approves the sole source purchase from Roto-lite, Inc. for the streetscape median lights in the amount of \$121,299.89.

The foregoing resolution was passed and adopted this 13<sup>TH</sup> day of March, 2023, by the following vote of:

AYES:

NOES:

ABSTAIN:

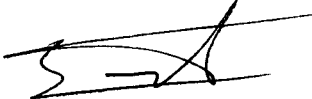
ABSENT:

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

Roto-Lite, Inc  
 84701 Ave 48 Coachella, CA  
[rotoliteinc.com](http://rotoliteinc.com)



QUOTE #301

**BILL TO**  
 City of Lathrop

**SHIP TO**  
 TBD

**Quote Date:** 1/26/2023  
**Valid For:** 30 days

DESCRIPTION	QTY	UNIT PRICE	TOTAL
RGBW Palm Tree Ring 6 Spotlights - 24"	99	\$ 1,099.99	\$ 108,899.01
Transformer & Waterproof Box 100W	99	\$ 99.99	\$ 9,899.01
		<b>SUBTOTAL</b>	\$ 118,798.02
		<b>DISCOUNT</b>	\$ 8,909.86
		<b>SUBTOTAL LESS DISCOUNT</b>	\$ 109,888.16
		<b>TAX RATE</b>	8.75%
		<b>TOTAL TAX</b>	\$ 9,615.21
		<b>SHIPPING/HANDLING</b>	\$ 1,796.52
		<b>Quote Total</b>	<b>\$ 121,299.89</b>

Thank you for your business!

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## ITEM 4.9

### CITY MANAGER'S REPORT MARCH 13, 2023 CITY COUNCIL REGULAR MEETING

**ITEM:** **APPROVE CONTRACT CHANGE ORDER NO. 1 WITH TIM PAXIN'S PACIFIC EXCAVATION, INC. DBA PACIFIC EXCAVATION FOR STREETLIGHTS FOR LOUISE AVENUE LANDSCAPE, CIP GG 21-15**

**RECOMMENDATION:** **Approve Contract Change Order No. 1 with Tim Paxin's Pacific Excavation, Inc. dba Pacific Excavation for Streetlights for Louise Avenue Landscape, CIP GG 21-15**

---

#### **SUMMARY:**

On September 12, 2022, City Council awarded a construction contract to Tim Paxin's Pacific Excavation, Inc. dba Pacific Excavation (Pacific Excavation) for the installation of streetlights and landscape lighting in the medians of Louise Avenue (Project).

After the design was finished, additional landscape up-lighting was added to the Project. The additional lighting required larger gauge and longer runs of power wiring, additional underground conduit bores, and service panel modifications to provide adequate power to the ground- and tree-based landscape lighting.

Sufficient funds were not allocated for this CCO No. 1 in FY 22/23. Therefore, staff requests City Council approve CCO No. 1 for \$190,662, a budget amendment transferring \$110,000 from the Streets Reserves Fund (1010) to the CIP Project Fund (3310), and authorize staff to spend the additional funds as necessary to achieve the goals of the Project.

#### **BACKGROUND:**

On September 12, 2022, City Council awarded a contract to Pacific Excavation for the installation of streetlights and landscape lighting in the medians of Louise Avenue between Interstate 5 and Fifth Street. The total Project budget was approved for \$682,143, with a construction contract amount of \$593,167 and a 15% construction contingency of \$88,975.

After the design was finished, additional landscape up-lighting was added to the Project. The additional lighting required larger gauge and longer runs of power wiring, additional underground conduit bores, and service panel modifications to provide adequate power to the ground- and tree-based landscape lighting.

Pacific Excavation quoted \$190,662 for the additional tasks. Staff has reviewed the cost and found them reasonable or consistent with unit costs submitted at time of bid.

**CITY MANAGER'S REPORT** **PAGE 2**  
**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**  
**APPROVE CCO. 1 WITH TIM PAXIN'S PACIFIC EXCAVATION, INC. DBA**  
**PACIFIC EXCAVATION FOR STREETLIGHTS FOR LOUISE AVENUE**  
**LANDSCAPE, CIP GG 21-15**

Staff requests Council approve CCO No. 1 with Pacific Excavation for Streetlights for Louise Avenue Landscape, CIP GG 21-15.

**REASON FOR RECOMMENDATION:**

The additional necessary work listed in proposed CCO No. 1 is necessary for the proper functioning of the landscape lighting system in the Louise Avenue medians.

**FISCAL IMPACT:**

The approved contract with Pacific Excavation is for \$593,167, with a 15% construction contingency in the amount of \$88,975, for a total Project budget of \$682,143.

The cost of CCO No. 1 is \$190,662. Sufficient funds for proposed CCO 1 will be allocated during the mid-year budget adjustment; therefore, no budget amendment is needed at this time.


**ATTACHMENTS:**

- A. Resolution Approving Contract Change Order No. 1 with Tim Paxin's Pacific Excavation, Inc. Dba Pacific Excavation for Streetlights for Louise Avenue Landscape, CIP GG 21-15 and Approve Budget Amendment
- B. Contract Change Order No. 1 with Tim Paxin's Pacific Excavation, Inc. dba Pacific Excavation for Streetlights for Louise Avenue Landscape, CIP GG 21-15



**CITY MANAGER'S REPORT** **PAGE 3**  
**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**  
**APPROVE CCO. 1 WITH TIM PAXIN'S PACIFIC EXCAVATION, INC. DBA**  
**PACIFIC EXCAVATION FOR STREETLIGHTS FOR LOUISE AVENUE**  
**LANDSCAPE, CIP GG 21-15**

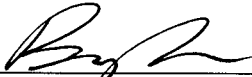
**APPROVALS**

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

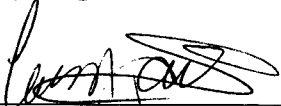
3.1.23  
Date

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

3-1-2023  
Date

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

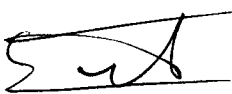
3/2/2023  
Date

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

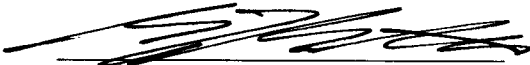
3/2/2023  
Date

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

3.2.2023  
Date

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

3-1-2023  
Date

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

3.7.23  
Date

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING CONTRACT CHANGE ORDER NO. 1 WITH TIM PAXIN'S PACIFIC EXCAVATION, INC. DBA PACIFIC EXCAVATION FOR STREETLIGHTS FOR LOUISE AVENUE LANDSCAPE, CIP GG 21-15**

**WHEREAS**, on September 12, 2022, City Council awarded a construction contract to Tim Paxin's Pacific Excavation, Inc., dba Pacific Excavation (Pacific Excavation) for the installation of streetlights and landscape electrical lighting and appurtenant infrastructure for Streetlights for Louise Avenue Landscape, CIP GG 21-15 (Project); and

**WHEREAS**, the approved contract between the City of Lathrop and Pacific Excavation was in the amount of \$593,167 plus a 15% construction contingency of \$88,975 for a total project budget of \$682,143; and

**WHEREAS**, additional labor and materials are required to connect power and provide necessary appurtenances to the road median electrical systems powering the landscape lighting; and

**WHEREAS**, Pacific Excavation has provided the City a cost estimate of \$190,662 for the proposed Contract Change Order No. 1 (CCO No. 1) to fund the additional work, and sufficient funds will be allocated to the Project at the mid-year budget adjustment; and

**NOW THEREFORE, BE IT RESOLVED**, the City Council of the City of Lathrop does hereby approve Contract Change Order No. 1 with Tim Paxin's Pacific Excavation, Inc., dba Pacific Excavation in the amount of \$190,662 for Streetlights for Louise Avenue Landscape, CIP GG 21-15.

The foregoing resolution was passed and adopted this 13<sup>th</sup> day of March, 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

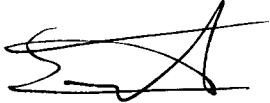
ABSENT:

ABSTAIN:

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

**ATTEST:**

**APPROVED AS TO FORM:**



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

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

CHANGE ORDER NO. 1

Streetlights for Louise Avenue Landscape Improvements  
CIP GG 21-15

City of Lathrop

**CONTRACT CHANGE ORDER NO. 1**  
**STREETLIGHTS FOR LOUISE AVENUE LANDSCAPE, CIP GG 21-15**

**Contractor:** Tim Paxin's Pacific Excavation, Inc dba Pacific Excavation  
**Address:** 9697 Kent Street  
Elk Grove, CA 95624  
**Change Order Date:** March 13, 2023  
**Notice to Proceed Date:** October 11, 2022  
**Contract Execution Date:** September 12, 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 changes to the plans and specifications, and scope of work contracted for within the terms of the agreement between the **City of Lathrop** and **Tim Paxin's Pacific Excavation, Inc dba Pacific Excavation** dated **September 12, 2022**.

I. **CHANGES IN THE SPECIFICATIONS**

A. None

II. **ADDITIONS TO CONTRACT**

NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	Materials and labor for conductors, boring and service panel modifications to landscape lighting power supply	1	LS	\$190,662.00	\$190,662.00
<b>TOTAL ADDITIONAL COST FROM THIS CHANGE ORDER</b>					<b>\$190,662.00</b>
<b>ORIGINAL CONTRACT AMOUNT</b>					<b>\$593,167.00</b>
<b>REVISED CONTRACT AMOUNT AFTER CHANGE ORDER #1</b>					<b>\$783,829.00</b>

(END OF CHANGES)

**DESCRIPTION OF WORK**

See "II. ADDITIONS TO CONTRACT," above for work description. 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 extra work will add 30 working days to the original contract.

**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.

**CHANGE ORDER NO. 1**

**Streetlights for Louise Avenue Landscape Improvements  
CIP GG 21-15**

**City of Lathrop**

---

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

Streetlights for Louise Avenue Landscape Improvements  
CIP GG 21-15

City of Lathrop

Approved As  
To Form:



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

3-1-2023  
\_\_\_\_\_  
Date

Recommended  
By:

\_\_\_\_\_  
Michael King  
Assistant City Manager  
City of Lathrop

\_\_\_\_\_  
Date

Approved By:

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

\_\_\_\_\_  
Date

Accepted By  
Contractor:

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

\_\_\_\_\_  
Date

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

# EXHIBIT A



9796 Kent Street  
Elk Grove, CA 95624  
(916) 686-2800 \* Fax (916) 686-2598  
California License #694400 - C-10 & A

DATE	PEI JOB NUMBER
12/13/22	22-2233

CHANGE ORDER PROPOSAL	
PACIFIC PCO #	1
CCO #	

<b>PROJECT</b>
<b>STREET LIGHTS FOR LOUISE AVE. LANDSCAPE</b>

ITEM #	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	ITEM TOTAL
<b>LIST OF EXTRA WORK REQUIRED TO PROVIDE POWER TO THE MEDIAN ELECTRICAL SYSTEMS - LOW VOLTAGE TRANSFORMERS, TREE RECEPTACLES, IRRIGATION CONTROLLERS WHICH REQUIRE LARGE FEEDERS DUE TO VOLTAGE DROP</b>					
TAG 1	MOBILIZE BORE CREW DAY 1 TO INSTALL 360' OF 3" CONDUIT AT HARLAN TO ACCOMMODATE LARGER CONDUCTORS FOR ELECTRICAL SYSTEMS	1	LS	\$10,510.00	<b>\$10,510.00</b>
TAG 2	MOBILIZE BORE CREW DAY 2 TO INSTALL 360' OF 3" CONDUIT AT HARLAN TO ACCOMMODATE LARGER CONDUCTORS FOR ELECTRICAL SYSTEMS	1	LS	\$11,416.00	<b>\$11,416.00</b>
TAG 3	INTERCEPT 4" CROSSING AT WARFIELD TO FEED STREET LIGHT & IRRIGATION CONTROLLER WITH LARGE FEEDERS	1	LS	\$7,325.00	<b>\$7,325.00</b>
TAG 4	MISC CONDUIT, PULL BOX AND NEMA 3R CAN TO ACCOMMODATE LARGE CONDUCTORS TO ENTER REAR OF SERVICE AT HARLAN (DAY 1)	1	LS	\$5,206.00	<b>\$5,206.00</b>
TAG 5	MISC CONDUIT, PULL BOX AND NEMA 3R CAN TO ACCOMMODATE LARGE CONDUCTORS TO ENTER REAR OF SERVICE AT HARLAN (DAY 2)	1	LS	\$3,676.00	<b>\$3,676.00</b>
TAG 6	INSTALL SUB PANEL AT CAMBRIDGE ON NEW FOUNDATION (DAY 1)	1	LS	\$6,391.00	<b>\$6,391.00</b>
TAG 7	INSTALL SUB PANEL AT CAMBRIDGE ON NEW FOUNDATION (DAY 2)	1	LS	\$9,262.00	<b>\$9,262.00</b>
TAG 8	PROOF ALL EXISTING CONDUITS & REPLACE PULL TAPE WITH MULE TAPE TO PREPARE TO INSTALL LARGER CONDUCTORS	1	LS	\$5,276.00	<b>\$5,276.00</b>
TAG 9	PLACE ALL LARGE CONDUCTORS FROM 3 SERVICES TO ALL ELECTRICAL SYSTEMS IN THE MEDIAN ISLANDS, SPLICE & TEST	1	LS	\$120,080.00	<b>\$120,080.00</b>
	UPGRADE 18 LIGHTING PULL BOXES TO #5 TO ACCOMMODATE LARGER CONDUCTORS FOR ALL SYSTEMS TERMINATIONS/SPLICING	1	LS	\$3,600.00	<b>\$3,600.00</b>
	FIELD MOD SERVICE AT LOUISE & FIFTH TO ADD BREAKERS, CONTACTORS AND CONTROLS	1	LS	\$3,960.00	<b>\$3,960.00</b>
	FIELD MOD SERVICE AT LOUISE & HARLAN TO ADD BREAKERS, CONTACTORS AND CONTROLS	1	LS	\$3,960.00	<b>\$3,960.00</b>

<b>TOTAL</b>	<b>\$190,662.00</b>
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## ITEM 4.10

### CITY MANAGER'S REPORT MARCH 13, 2023 CITY COUNCIL REGULAR MEETING

**ITEM:** **APPROVE PURCHASE FROM JAM SERVICES, INC. FOR TRAFFIC SIGNAL EQUIPMENT FOR THE LOUISE AND MCKINLEY AVENUE INTERSECTION IMPROVEMENTS, CIP PS 15-02 AND APPROVE BUDGET AMENDMENT**

**RECOMMENDATION:** **Adopt Resolution to Approve Purchase from Jam Services, Inc. for Traffic Signal Equipment for the Louise Ave and McKinley Ave Intersection Improvements, CIP PS 15-02 and Approve Budget Amendment**

---

#### **SUMMARY:**

Capital Improvement Project (CIP) PS 15-02 for Louise Avenue and McKinley Avenue intersection improvements (Project) will widen Louise Avenue, modify lane configurations and upgrade the existing traffic signal at the intersection.

There is an approximate 20-week lead-time for purchase and delivery of traffic signal poles and equipment. To be prepared for construction of the Project this summer, staff requested a quote from JAM Services, Inc. (Jam Services) to purchase the traffic signal equipment that includes framework, LED traffic signal display, audible pedestrian pushbutton, battery backup system, and galvanized signal poles. Jam Services provided their proposal (Attachment "B") for a total cost of \$167,980.

The 2022 City of Lathrop Standards upgrades to signal equipment must include new accessible pedestrian push buttons from Polara Enterprises, LLC (Polara) and illuminated LED street name signs from Temple Edge-Lit (Temple). Jam Services provided documentation from Polara and Temple explaining that Jam Services is the exclusive distributor of these two signal components (Attachment "C"). Pursuant to Lathrop Municipal Code (LMC) 2.36.110(A), Jam Services is determined by the Assistant City Manager as the sole source provider of the required signal equipment and therefore exempt from bidding procedures.

After reviewing the quote, staff is requesting Council approve the purchase from Jam Services for the traffic signal equipment to be used for the Project. Sufficient funds in the approved Fiscal Year (FY) 22/23 budget are available within the East Side Lathrop Capital Facilities Fees (CFF). Therefore, staff is also requesting a budget amendment transferring \$170,000 from the East Side Lathrop (CFF) (2250) to the Project to pay for the traffic signal equipment cost.

**CITY MANAGER’S REPORT** **PAGE 2**  
**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**  
**APPROVE PURCHASE FROM JAM SERVICES, INC. FOR TRAFFIC SIGNAL EQUIPMENT FOR THE LOUISE AND MCKINLEY AVENUE INTERSECTION IMPROVEMENTS, CIP PS 15-02 AND APPROVE BUDGET AMENDMENT**

**BACKGROUND:**

In 2015, City Council approved the creation of CIP PS 15-02 for intersection improvements at Louise Avenue and McKinley Avenue. The Project’s scope of work includes widening Louise Avenue, modifying lane configurations and upgrading the traffic signal at the intersection. The new signal equipment includes LED traffic signal display, framework, audible pedestrian pushbutton, battery backup system, video cable, and galvanized signal poles.

Jam Services supplies the City with signal equipment for citywide signalized intersections and has provided Sole Source Documentation (Attachment “C”) for exclusive distribution of signal components needed for the Project pursuant to City Standards. There is an approximate 20-week lead-time for purchase and delivery of traffic signal poles and equipment. To be ready for construction this summer, staff requested and received a quote (Attachment “B”) from Jam Services for the purchase of the signal equipment for a total cost of \$167,980.

Staff reviewed the quote and requests Council approve the purchase from Jam Services for the traffic signal equipment to be used for the Project.

**RECOMMENDATION:**

With Planning, Design, and Right-of-Way (ROW) phases completed, the Project is moving forward to the Construction phase. There is an approximate 20-week lead-time for purchase and delivery of materials. Ordering the materials now will allow the City to plan for construction for this summer.

**FISCAL IMPACT:**

The purchase for the traffic signal equipment needed for the Project has a total cost of \$167,980. There is not sufficient funding within the Project’ adopted FY 2022/23 budget. However, additional funds are available from the East Side Lathrop (CFF). Staff requests City Council approve a budget amendment transferring \$170,000 from the East Side Lathrop (CFF) (2250) to the Streets CIP Fund (3310) as follows:

<u>Increase Transfer Out</u>		
2250-9900-990-9010		\$170,000
 <u>Increase Transfer In</u>		
3310-9900-393-0000	PS 15-02	\$170,000
 <u>Increase Appropriation</u>		
3310-8000-420-1200	PS 15-02	\$170,000

**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**


**APPROVE PURCHASE FROM JAM SERVICES, INC. FOR TRAFFIC SIGNAL EQUIPMENT FOR THE LOUISE AND MCKINLEY AVENUE INTERSECTION IMPROVEMENTS, CIP PS 15-02 AND APPROVE BUDGET AMENDMENT**

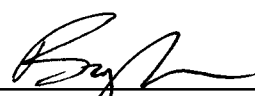
**ATTACHMENTS:**

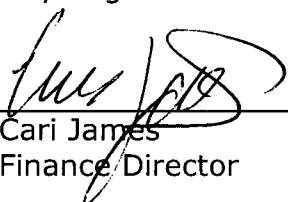
- A. Resolution to Approve Purchase from Jam Services, Inc. for Traffic Signal Equipment for the Louise Avenue and McKinley Ave Intersection Improvements, CIP PS 15-02 and Approve Budget Amendment
- B. Quote – JAM Services, Inc.
- C. Sole Source Letters –Polara Enterprises, LLC and Temple Edge-Lit

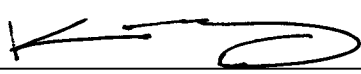
**CITY MANAGER'S REPORT** **PAGE 4**  
**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**  
**APPROVE PURCHASE FROM JAM SERVICES, INC. FOR TRAFFIC SIGNAL**  
**EQUIPMENT FOR THE LOUISE AND MCKINLEY AVENUE INTERSECTION**  
**IMPROVEMENTS, CIP PS 15-02 AND APPROVE BUDGET AMENDMENT**

**APPROVALS:**

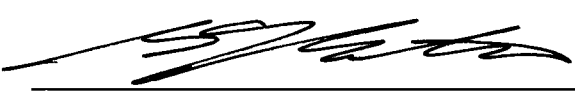
  
\_\_\_\_\_  
Angel Abarca  
Assistant Engineer 03-08-2023  
Date

  
\_\_\_\_\_  
Brad Taylor  
City Engineer 3/8/2023  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director 3/8/2023  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager 3-8-2023  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney 3.8.2023  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager 3.8.23  
Date

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE PURCHASE FROM JAM SERVICES, INC. FOR TRAFFIC SIGNAL EQUIPMENT FOR THE LOUISE AVENUE AND MCKINLEY AVENUE INTERSECTION IMPROVEMENTS, CIP PS 15-02 AND APPROVE BUDGET AMENDMENT**

**WHEREAS**, Capital Improvement Project (CIP) PS 15-02 for Louise Avenue and McKinley Avenue Intersection Improvements (Project) will widen Louise Avenue, modify lane configurations and upgrade the existing traffic signal at the intersection; and

**WHEREAS**, to be prepared for construction of the Project this summer, staff requested a quote from JAM Services, Inc. (Jam Services) to purchase the traffic signal equipment that includes framework, LED traffic signal display, audible pedestrian pushbutton, battery backup system, and galvanized signal poles; and

**WHEREAS**, Jam Services provided their proposal for a total cost of \$167,980; and

**WHEREAS**, the 2022 City of Lathrop Standards upgrades to signal equipment must include new accessible pedestrian push buttons from Polara Enterprises, LLC (Polara) and illuminated LED street name signs from Temple Edge-Lit (Temple); and

**WHEREAS**, Jam Services provided documentation from Polara and Temple explaining that Jam Services is the exclusive distributor of these two signal components; and

**WHEREAS**, pursuant to Lathrop Municipal Code (LMC) 2.36.110(A), Jam Services is determined by the Assistant City Manager as the sole source provider of the required signal equipment and therefore exempt from bidding procedures; and

**WHEREAS**, after reviewing the quote, staff is requesting Council approve the purchase from Jam Services for traffic signal equipment to be used for the Project; and

**WHEREAS**, sufficient funds in the approved Fiscal Year (FY) 22/23 budget are available within the East Side Lathrop Capital Facilities Fees (CFF). Therefore, staff is requesting a budget amendment transferring \$170,000 from the East Side Lathrop (CFF) (2250) to the Streets CIP Fund (3310) as follows:

<u>Increase Transfer Out</u>		
2250-9900-990-9010		\$170,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 15-02	\$170,000
<u>Increase Appropriation</u>		
3310-8000-420-1200	PS 15-02	\$170,000

**NOW THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop does hereby approve the purchase with Jam Services, Inc. for traffic signal equipment for the Project for a total cost of \$167,980 and authorize the insurance of a purchase order to accomplish the same; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop approves a budget amendment transferring \$170,000 from the East Side Lathrop (CFF) (2250) to the Streets CIP Fund (3310) as described above.

The foregoing resolution was passed and adopted this 13<sup>th</sup> day of March 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

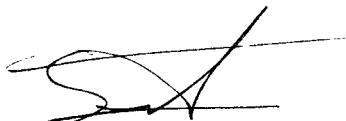
ABSTAIN:

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



958 East Airway Blvd.  
Livermore, CA 94551

ATTACHMENT  
**QUOTATION** "B"

**QUOTATION # JGM020623A2**

Project Name: City of Lathrop E. Louise & McKinley  
 Bid Date: 02-06-23 UPDATED 02-14-23  
 Quote Based on Plans Dated: 04-21-21  
 Specifications Provided? NO

JAM Services is pleased to provide the following price quotation for the subject project:

**LOCATION: E. Louise Ave & McKinley Ave Intersection**

Traffic signal display to include: vehicle and pedestrian signal, framework, pedestrian pushbutton, and thru bolts. All red, yellow and green signal sections shall be LED. Pedestrian signal shall be LED/LED.

Includes Audible Tactile PPB	Total Price	\$ 27,990
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Battery Backup System	Total Price	\$ 4,650
-----------------------	-------------	----------

EVP package to include:

(3) 721 detector		
(2) 762 discriminator	Total Price	\$ 7,614

Pole package to include:

(3) Galvanized type 29-5-100, 50, 15		
(4) " " 15TS, 15		
(4) " " 1-B 10'	Total Price	\$ 113,570
(4) " " PBA Post 5' 7"		
(2) LED IISNS "McKinley Ave"		
(2) LED IISNS "Louise Ave"		
(8) Roadway 1 LED luminaire		

Sign Package to Include	Total Price	\$ 640
(4) R73-3		

SUBTOTAL PRICE	\$ 154,464
FREIGHT	Included
SALES TAX (IF APPLICABLE):	\$ 13,516
<b>TOTAL PRICE</b>	<b>\$ 167,980</b>

**Standard Exclusions:**

- Service pedestals are not included unless expressly noted.
- Pedestrian Barricades are not included expressly noted.
- CCTV cable is included up to 200' per camera. If longer runs are required, cost will need to be evaluated.
- For CCTV, RRFB, Speed feedback signs and Communication/ITS materials and other auxillary items- onsite support is not included unless expressly noted.
- All pricing assumes standard daytime turn-on M-F where applicable. If nighttime or weekend turn on is required, it may be subject to additional fees.





ATTACHMENT  
" @ "

February 1, 2023

To Whom It May Concern:

This letter is to serve as notification that JAM Services, Inc., is Polara Enterprises' exclusive distributor for the state of California.

If you have any questions, please feel free to give me a call.

Sincerely,

A handwritten signature in black ink that reads "Matthew Baker". The signature is written in a cursive style with a large, sweeping "M" and "B".

Matthew Baker  
Vice President Sales  
& Marketing



**TEMPLE EDGE-LIT**  
Internally-Illuminated LED Signs

February 10, 2023

**Re: Authorized Temple Edge-Lit IISNS Distributor Notification**

Temple Edge-Lit Internally-Illuminated LED Signs is proud to partner with JAM Services, Inc., of Livermore, California, as its sole distribution partner in the State of California.

Temple Edge-Lit Internally-Illuminated LED Signs is committed to employing a local workforce, and Temple Edge-Lit Signs are built, down to the component level, at our manufacturing facility in Decatur, Alabama.

For questions of details, please contact Adrian Baker, Temple Edge-Lit National Accounts Manager, at [adrian.baker@temple-inc.com](mailto:adrian.baker@temple-inc.com) or by phone at 256.318.7549 (mobile).

Thank you,

Adrian S. Baker  
*National Accounts Manager*  
Temple Edge-Lit  
800.633.3221 toll free

**ITEM 4.11**

**CITY MANAGER’S REPORT  
MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVE PARCEL MAP 22-09 AND OFFSITE IMPROVEMENT AGREEMENT WITH LATHROP LAND ACQUISITION, LLC FOR TWO COMMERCIAL AND HIGH DENSITY LOTS LOCATED IN THE CLSP COMMERCIAL AREA**

**RECOMMENDATION: Adopt Resolution Approving Parcel Map 22-09 and Offsite Improvement Agreement with Lathrop Land Acquisition, LLC for Two Commercial and High Density Residential Lots Located in the Central Lathrop Specific Plan Commercial Area**

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**SUMMARY:**

Lathrop Land Acquisition, LLC (Saybrook), requests approval of Parcel Map 22-09 (PM 22-09), included as Attachment “B”, for two commercial and high density residential lots located in the Central Lathrop Specific Plan (CLSP) Commercial Area. As required by the City’s subdivision ordinance, approval of the Parcel Map must be accompanied by the approval of an Offsite Improvement Agreement (OIA), included as Attachment “C”, to guarantee specific off-site and on-site improvements associated with the Parcel Map. A Vicinity Map is included as Attachment “D”.

Staff recommends that City Council approve the proposed PM 22-09 and an OIA with Saybrook for two commercial and high density residential lots located in CLSP area.

**BACKGROUND:**

On October 5, 2006, the City approved a Vesting Tentative Map (VTM) for Tract 3533 to create 62 parcels on 960 acres of land. On January 13, 2023, the Community Development Department approved the Tentative Parcel Map Waiver No. PMW-22-169 for PM 22-09, which is located within the geographic bounds of the VTM for Tract 3533.

As required by the City’s subdivision ordinance, all maps must include an OIA to guarantee specific offsite and onsite improvements. Performance and labor & material securities have been provided to the City with the OIA in the amount of:

Improvement Total:	\$2,522,696
Performance Bond (110% of Unfinished Improvements):	\$2,774,965
Labor & Material Bond (50% of Performance Bond):	\$1,387,483

Acceptance of the public improvements will be prepared for Council consideration by staff at a later date when the improvements are completed. Prior to acceptance, Saybrook will be required to provide a one (1) year warranty bond.

**CITY MANAGER’S REPORT** **PAGE 2**  
**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**  
**APPROVE PM 22-09 AND OIA WITH LATHROP LAND ACQUISITION, LLC FOR**  
**TWO COMMERCIAL AND HIGH DENSITY RESIDENTIAL LOTS LOCATED IN THE**  
**CLSP COMMERCIAL AREA**

**REASON FOR RECOMMENDATION:**

Saybrook has fulfilled the requirements of the City’s subdivision ordinance as listed below:

<b>Documents</b>	<b>Status</b>
1. Parcel Map ready for signature	Completed
2. Offsite Improvement Agreement	Completed
3. Faithful Performance and Labor & Materials Security	Received
4. Geotechnical Report	Completed
5. Allocation of Water and Sewer capacity	Completed
<b>Fees</b>	<b>Status</b>
1. Parcel Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid

**FISCAL IMPACT:**


There is no budget impact to the City as all costs are covered by development fees and any shortfalls in the City’s maintenance and operating costs are covered by the existing Community Facility District (CFD) 2019-2 and CFD 2018-1 Area 5.

**ATTACHMENTS:**

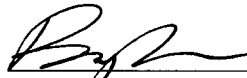
- A. Resolution Approving Parcel Map 22-09 and Offsite Improvement Agreement with Lathrop Land Acquisition, LLC for Two Commercial and High Density Residential Lots located in the Central Lathrop Specific Plan Commercial Area
- B. Parcel Map 22-09
- C. Offsite Improvement Agreement between the City of Lathrop and Lathrop Land Acquisition, LLC for PM 22-09 located in the Central Lathrop Specific Plan (CLSP) Commercial
- D. Vicinity Map – Parcel Map 22-09

**CITY MANAGER'S REPORT**  
**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**  
**APPROVE PM 22-09 AND OIA WITH LATHROP LAND ACQUISITION, LLC FOR**  
**TWO COMMERCIAL AND HIGH DENSITY RESIDENTIAL LOTS LOCATED IN THE**  
**CLSP COMMERCIAL AREA**

**APPROVALS:**

  
\_\_\_\_\_  
Bellal Nabizadah  
Assistant Engineer

2/28/23  
\_\_\_\_\_  
Date

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

3/2/2023  
\_\_\_\_\_  
Date

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

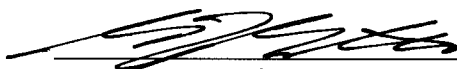
3/2/2023  
\_\_\_\_\_  
Date

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

3.2.2023  
\_\_\_\_\_  
Date

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

3.1.2023  
\_\_\_\_\_  
Date

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

3.7.23  
\_\_\_\_\_  
Date

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING PARCEL MAP 22-09 AND OFFSITE IMPROVEMENT AGREEMENT WITH LATHROP LAND ACQUISITION, LLC FOR TWO COMMERCIAL AND HIGH DENSITY RESIDENTIAL LOTS LOCATED IN THE CENTRAL LATHROP SPECIFIC PLAN COMMERCIAL AREA**

**WHEREAS**, on October 5, 2006, the City approved a Vesting Tentative Map (VTM) for Tract 3533 to create 62 parcels on 960 acres of land. On January 13, 2023, the Community Development Department approved the Tentative Parcel Map Waiver No. PMW-22-169 for PM 22-09, which is located within the geographic bounds of the VTM for Tract 3533; and

**WHEREAS**, Lathrop Land Acquisition, LLC (Saybrook), requests approval of Parcel Map 22-09 (PM 22-09) for two commercial and high density residential lots located in the Central Lathrop Specific Plan (CLSP) Commercial Area; and

**WHEREAS**, as required by the City’s subdivision ordinance, all maps must include an Offsite Improvement Agreement (OIA) to guarantee specific offsite and onsite improvements. Performance and labor & material securities have been provided to the City with the OIA in the amount of:

Improvement Total:	\$2,522,696
Performance Bond (110% of Unfinished Improvements):	\$2,774,965
Labor & Material Bond (50% of Performance Bond):	\$1,387,483

**WHEREAS**, acceptance of the public improvements will be prepared for Council consideration by staff at a later date when the unfinished improvements are completed. Prior to acceptance, Lathrop Land Acquisition, LLC (Saybrook) will be required to provide a one (1) year warranty bond; and

**WHEREAS**, there is no budget impact to the City as all costs are covered by development fees and any shortfalls in the City’s maintenance and operating costs are covered by the existing Community Facility District (CFD) 2019-2 and CFD 2018-1 Area 5; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lathrop approves the following actions:

1. The Parcel Map 22-09 is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.
2. The City Manager, or their designee, is authorized to execute an Offsite Improvement Agreement with Lathrop Land Acquisition, LLC, in substantially the form as attached to the March 13, 2023 staff report, the file executed copy will be filed with the City Clerk.

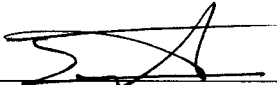
The foregoing resolution was passed and adopted this 13th day of March 2023, by the following vote of the City Council, to wit:

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**  
  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

**OWNER'S STATEMENT:**

THE UNDERSIGNED DOES HEREBY STATE THAT WE ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE DISTINCTIVE BORDER OF THE HEREIN EMBODIED PARCEL MAP ENTITLED "PARCEL MAP 22-09" OF SAN JOAQUIN COUNTY, CONSISTING OF THREE (3) SHEETS, THAT WE HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD IN ACCORDANCE WITH THE PREPARATION AND RECORDATION OF SAID MAP THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES THE DISTINCTIVE BORDERS OF SAID PARCELS AND THE PUBLIC UTILITY EASEMENT THEREON, AND PARTICULARLY SETS FORTH AND DESCRIBES THE PARCELS OF LAND RESERVED FOR PUBLIC OR PRIVATE PURPOSES BY THEIR BOUNDARIES, COURSES AND EXTENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF LATHROP AS EASEMENTS FOR PUBLIC PURPOSES:

1. THE REAL PROPERTY DESIGNATED ON SAID MAP AS "STANFORD PLACE" FOR THE PURPOSE OF PUBLIC RIGHT OF WAY.
2. A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN CABLES, PIPES AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND SHOWN UPON SAID MAP DESIGNATED AS "PUBLIC UTILITY EASEMENT" (PUE).

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP.

THIS MAP SHOWS ALL EASEMENTS OF RECORD ON THE PREMISES

OWNER: LATHROP LAND ACQUISITION LLC, A DELAWARE LIMITED LIABILITY COMPANY

PRINTED NAME \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_  
 TITLE \_\_\_\_\_  
 DATE \_\_\_\_\_

**OWNER'S ACKNOWLEDGMENT:**

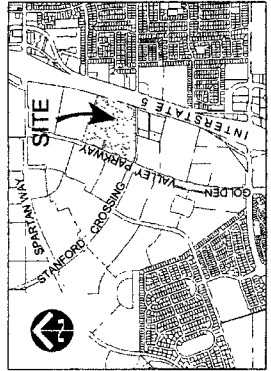
A NOTARY PUBLIC OR OTHER OFFICER, COMPLETING THIS CERTIFICATE, VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_ )  
 ON \_\_\_\_\_, 2023, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC,  
 PERSONALLY APPEARED \_\_\_\_\_, whose name(s) I have  
 subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
 his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
 person(s), or entity upon behalf of which the person(s) acted, executed the instrument.  
 I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING  
 PARAGRAPH IS TRUE AND CORRECT.

SIGNATURE \_\_\_\_\_  
 PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE \_\_\_\_\_  
 PRINCIPAL PLACE OF BUSINESS \_\_\_\_\_  
 COMMISSION EXPIRES \_\_\_\_\_  
 COMMISSION # OF NOTARY \_\_\_\_\_

**PARCEL MAP 22-09**

SUBDIVISIONS OF SAN JOAQUIN COUNTY,  
 BEING A SUBDIVISION AS SHOWN ON PARCEL MAP 22-09, RECORDED IN  
 BOOK 40 OF MAPS AND PLATS AT PAGE 100, SAN JOAQUIN COUNTY RECORDS,  
 BEING A PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 9 EAST, MOUNT  
 DIABLO BASE & MERIDIAN  
 CITY OF LATHROP  
 SAN JOAQUIN COUNTY, CALIFORNIA



VICINITY MAP  
NOT TO SCALE

**CITY CLERK'S STATEMENT:**

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "PARCEL MAP 22-09" SUBDIVISIONS OF SAN JOAQUIN COUNTY, CONSISTING OF THREE (3) SHEETS, WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, AND THAT SAID CITY COUNCIL DID HEREBY RESOLVE TO APPROVE SAID MAP AND TO ACCEPT THE OFFER OF THE DEDICATION OF ALL EASEMENTS, BELONGING TO ACCESS AND WATER RIGHTS, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREETS AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED, IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE, AND HEREBY ABANDON AND VACATE THE PUBLIC UTILITY EASEMENT, PUBLIC ACCESS EASEMENT AND EMERGENCY VEHICLE ACCESS EASEMENT OF TRACT 1333, BOOK 40 OF MAPS AND PLATS, AT PAGE 100, AND THE PUBLIC UTILITY EASEMENT OF DOCUMENT NO. 193804, IN CONFORMANCE WITH THE CALIFORNIA GOVERNMENT CODE SECTION 66629.2 OF THE SUBDIVISION MAP ACT.

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF LATHROP AND FILED IN MY OFFICE  
 DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

TERESA VARGAS  
 CITY CLERK AND CLERK OF THE CITY COUNCIL OF  
 THE CITY OF LATHROP  
 COUNTY OF SAN JOAQUIN,  
 STATE OF CALIFORNIA

**RIGHT TO FARM STATEMENT:**

PUR CITY OF LATHROP CODE OF ORDINANCES, TITLE 16, CHAPTER 16.48 (M), THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM PLANNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DROUGHT, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECTS OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.

**CITY SURVEYOR'S STATEMENT:**

I, DARRYL ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP, AND THAT THE SUBDIVISION SHOWN HEREON CONFORMS WITH ALL THE PROVISIONS OF CHAPTER 7 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.  
 DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

DARRYL ALEXANDER, L.S. 5071  
 ACTING CITY SURVEYOR

**CITY ENGINEER STATEMENT:**

I, BRAD R. TAYLOR, HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF "PARCEL MAP 22-09" AND THAT THE SUBDIVISION SHOWN HEREON CONFORMS WITH ALL THE PROVISIONS OF CHAPTER 7 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, APPROVED AT HEARINGS THEREOF. I FURTHER STATE THAT THIS PARCEL MAP COMPLETES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP IF REQUIRED.  
 DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

BRAD R. TAYLOR, R.C.E. 52823  
 CITY ENGINEER OF THE  
 CITY OF LATHROP, CALIFORNIA

**SURVEYOR'S STATEMENT:**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY MADE IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LATHROP LAND ACQUISITION, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN SEPTEMBER 2022. HEREBY STATE THAT SAID SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE. I APPROVED THE VESTING TENTATIVE MAP. I FURTHER STATE THAT ALL THE MONUMENTS SHOWN HEREON ARE CORRECTLY LOCATED AND THAT THE POSITIONS INDICATED BEFORE SAID PARCEL MAP IMPROVEMENTS ARE ACCEPTED BY THE CITY OF LATHROP, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.  
 DATED THIS 13<sup>TH</sup> DAY OF FEBRUARY, 2023.

IAN BRUCE MACDONALD  
 L.S. NO. 9817

**STATEMENT OF SOILS REPORT:**

A SOILS REPORT ENTITLED: "GEO-TECHNICAL REPORT: CENTRAL LATHROP SPECIFIC PLAN PHASE I INFRASTRUCTURE PROJECT NO. 5747.5003.D" AND DATED OCTOBER 24, 2023, HAS BEEN PREPARED FOR THIS PROJECT BY ENCO INCORPORATED, AND IS ON FILE WITH THE CITY OF LATHROP.

**COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT:**

HEREBY STATE THAT THE LATHROP PLANNING DIVISION HAS WAIVED THE REQUIREMENT FOR A TENTATIVE MAP IN ACCORDANCE WITH SECTION 19.20.040 OF THE LATHROP MUNICIPAL CODE OF ORDINANCES  
 DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

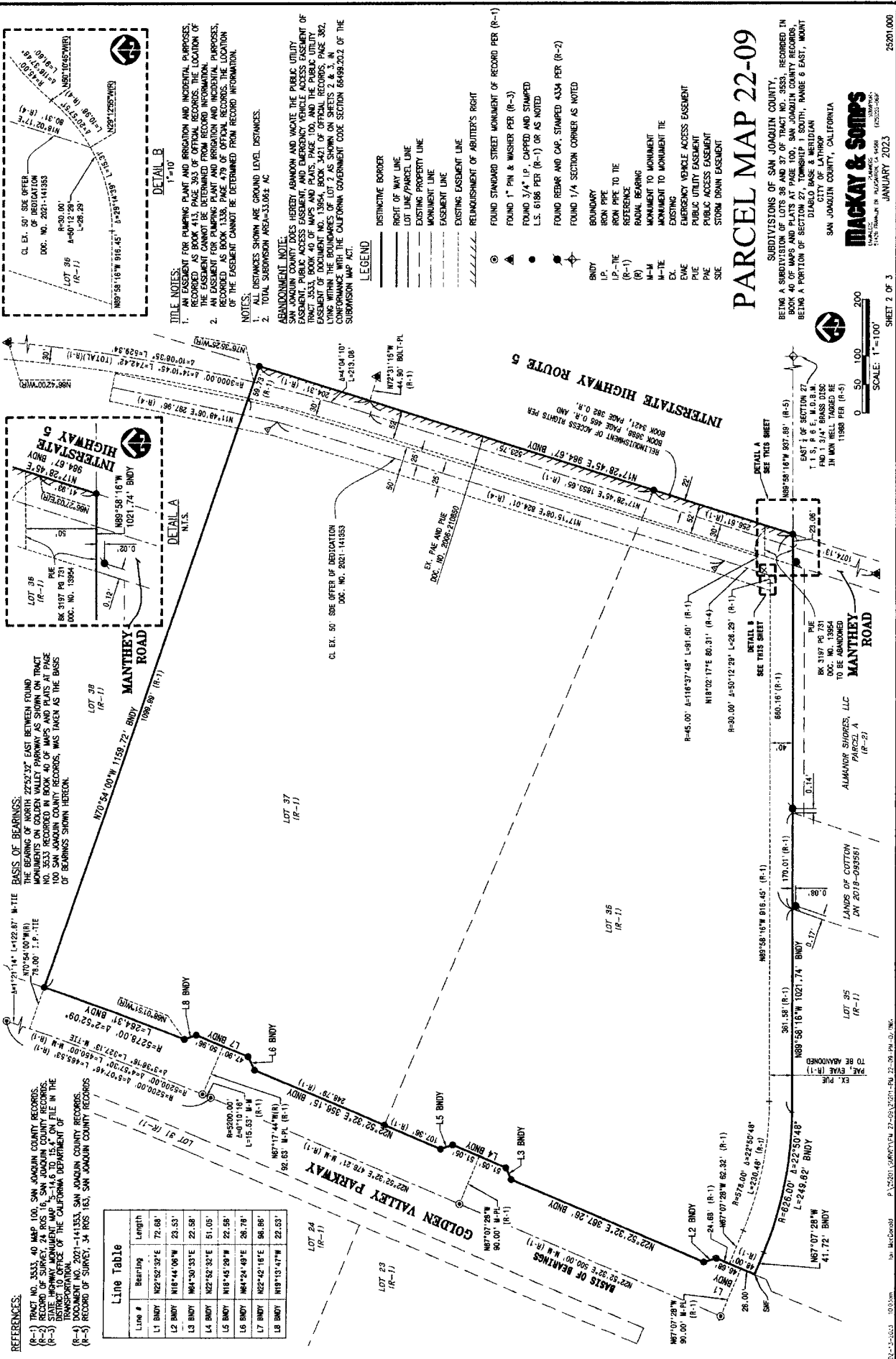
WURRY WESSNER  
 SECRETARY OF THE PLANNING COMMISSION  
 COMMUNITY DEVELOPMENT DIRECTOR  
 CITY OF LATHROP

**COUNTY RECORDER'S STATEMENT:**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, AT \_\_\_\_\_ A.M. IN BOOK \_\_\_\_\_ OF MAPS AND PLATS, AT PAGE \_\_\_\_\_, AT THE REQUEST OF FIRST AMERICAN TITLE FEE \$ \_\_\_\_\_

STEVE J. BESTOUBIDES - COUNTY CLERK  
 ASSESSOR-RECORDER - COUNTY CLERK  
 SAN JOAQUIN COUNTY, CALIFORNIA  
 BY: ASSISTANT DEPUTY RECORDER





**REFERENCES:**

- (R-1) TRACT NO. 3533, 40 MAP 100, SAN JOAQUIN COUNTY RECORDS.
- (R-2) RECORD OF SURVEY, 24 ROS 16, SAN JOAQUIN COUNTY RECORDS.
- (R-3) STATE HIGHWAY MONUMENT MAP 5-16, TO 15.4, ON FILE IN THE TRANSPORTATION DIVISION OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION.
- (R-4) DOCUMENT NO. 2021-141353, SAN JOAQUIN COUNTY RECORDS.
- (R-5) RECORD OF SURVEY, 34 ROS 163, SAN JOAQUIN COUNTY RECORDS.

Line #	Bearing	Length
L1 BNDY	N22°52'32"E	72.68'
L2 BNDY	N18°44'09"W	23.53'
L3 BNDY	N81°30'33"E	22.58'
L4 BNDY	N22°52'32"E	51.05'
L5 BNDY	N18°45'28"W	22.59'
L6 BNDY	N81°24'49"E	26.78'
L7 BNDY	N22°42'16"E	58.86'
L8 BNDY	N19°13'47"W	22.53'

**BASES OF BEARINGS:**

THE BEARING OF NORTH 2752'32" EAST BETWEEN FOUND MONUMENTS ON GOLDEN VALLEY PARKWAY AS SHOWN ON TRACT 3533, BOOK 40 OF MAPS AND PLATS, PAGE 100, AND THE PUBLIC UTILITY EASEMENT FOR PUMPING PLANT AND IRRIGATION AND INCIDENTAL PURPOSES, RECORDED AS BOOK 1338, PAGE 479 OF OFFICIAL RECORDS, THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

**TITLE NOTES:**

1. AN EASEMENT FOR PUMPING PLANT AND IRRIGATION AND INCIDENTAL PURPOSES, RECORDED AS BOOK 1338, PAGE 479 OF OFFICIAL RECORDS, THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.
2. AN EASEMENT FOR PUMPING PLANT AND IRRIGATION AND INCIDENTAL PURPOSES, RECORDED AS BOOK 1338, PAGE 479 OF OFFICIAL RECORDS, THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

**NOTES:**

1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
2. TOTAL SUBDIVISION AREA=33.06± AC.

**ABANDONMENT NOTE:**

SAN JOAQUIN COUNTY DOES HEREBY ABANDON AND WAIVE THE PUBLIC UTILITY EASEMENT, PUBLIC ACCESS EASEMENT, AND EMERGENCY VEHICLE ACCESS EASEMENT OF DOCUMENT NO. 13954, BOOK 3421 OF OFFICIAL RECORDS, PAGE 302, IN CONNECTION WITH THE CANCELLATION OF LOT 23 AS SHOWN ON SHEETS 2 & 3, IN CONFORMANCE WITH THE CALIFORNIA GOVERNMENT CODE SECTION 66982.02 OF THE SUBDIVISION MAP ACT.

**LEGEND:**

- DISTINCTIVE BORDER
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- MONUMENT LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- RELINQUISHMENT OF ABUTTER'S RIGHT

**FOUND MONUMENTS:**

- FOUND 1" PIN & WASHER PER (R-1)
- FOUND 3/4" I.P., CAPPED AND STAMPED L.S. 6186 PER (R-1) OR AS NOTED
- FOUND REBAR AND CAP, STAMPED 4334 PER (R-2)
- FOUND 1/4" SECTION CORNER AS NOTED

**BOUNDARY:**

- IRON PIPE TO THE REFERENCE MONUMENT TO MONUMENT
- IRON PIPE TO THE REFERENCE MONUMENT TO MONUMENT
- EXISTING
- EMERGENCY VEHICLE ACCESS EASEMENT
- PUBLIC UTILITY EASEMENT
- PUBLIC ACCESS EASEMENT
- STORM DRAIN EASEMENT

**PARCEL MAP 22-09**

SUBDIVISIONS OF SAN JOAQUIN COUNTY, BEING A SUBDIVISION OF AND UPON THE BOOK 40 OF MAPS AND PLATS AT PAGE 100, SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT Diablo Base & Meridian CITY OF LATHROP SAN JOAQUIN COUNTY, CALIFORNIA



DATE: 1/10/2023  
 SHEET 2 OF 3  
 25001.000

**LEGEND**

- DISTINCTIVE BORDER
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- MONUMENT LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- RELINQUISHMENT OF ADJUTER'S RIGHT

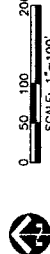
- ⊙ FOUND STANDARD STREET MONUMENT OF RECORD PER (R-1)
- ⊙ FOUND 1" PIN & WISHER PER (R-3)
- ⊙ FOUND 3/4" I.P., CAPPED AND STAMPED L.S. 6186 PER (R-1) OR AS NOTED
- ⊙ FOUND REBAR AND CAP, STAMPED 4334 PER (R-2)
- ⊙ FOUND 1/4 SECTION CORNER AS NOTED
- BOUNDARY
- IRON PIPE
- IRON PIPE TO TIE
- REFERENCE
- PAULI BEARING
- MONUMENT TO MONUMENT
- M-TIE
- EX
- EXISTING
- EMERGENCY VEHICLE ACCESS EASEMENT
- PUBLIC UTILITY EASEMENT
- PUBLIC ACCESS EASEMENT
- SIDE
- STORM DRAIN EASEMENT

**REFERENCES:**

- (R-1) TRACT NO. 3533, 40 MAP 100, SAN JOAQUIN COUNTY RECORDS.
- (R-2) RECORD OF SURVEY, 24 PGS 16, SAN JOAQUIN COUNTY RECORDS.
- (R-3) STATE HIGHWAY MONUMENT MAP 5-14.6 TO 15.4, ON FILE IN THE DIVISION OF PUBLIC WORKS, OFFICE OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION.
- (R-4) DOCUMENT NO. 2021-141353, SAN JOAQUIN COUNTY RECORDS.
- (R-5) RECORD OF SURVEY, 34 PGS 163, SAN JOAQUIN COUNTY RECORDS.

- NOTES:**
1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
  2. TOTAL SUBDIVISION AREA=33.061 AC

**ABANDONMENT NOTE:**  
 SAN JOAQUIN COUNTY DOES HEREBY ABANDON AND WAIVE THE PUBLIC UTILITY EASEMENT AND EMERGENCY VEHICLE ACCESS EASEMENT OF DOCUMENT NO. 13854, BOOK 3421 OF OFFICIAL RECORDS, PAGE 382, LYING WITHIN THE BOUNDARIES OF LOT 2 AS SHOWN ON SHEETS 2 & 3, IN CONFORMANCE WITH THE CALIFORNIA GOVERNMENT CODE SECTION 86469.20.2 OF THE SUBDIVISION MAP ACT.



**PARCEL MAP 22-09**

SUBDIVISIONS OF SAN JOAQUIN COUNTY  
 BEING A SUBDIVISION OF LOTS 36 AND 37 OF TRACT NO. 3533, RECORDED IN BOOK 40 OF MAPS AND PLATS AT PAGE 100, SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE & MERIDIAN  
 CITY OF LATHROP  
 SAN JOAQUIN COUNTY, CALIFORNIA



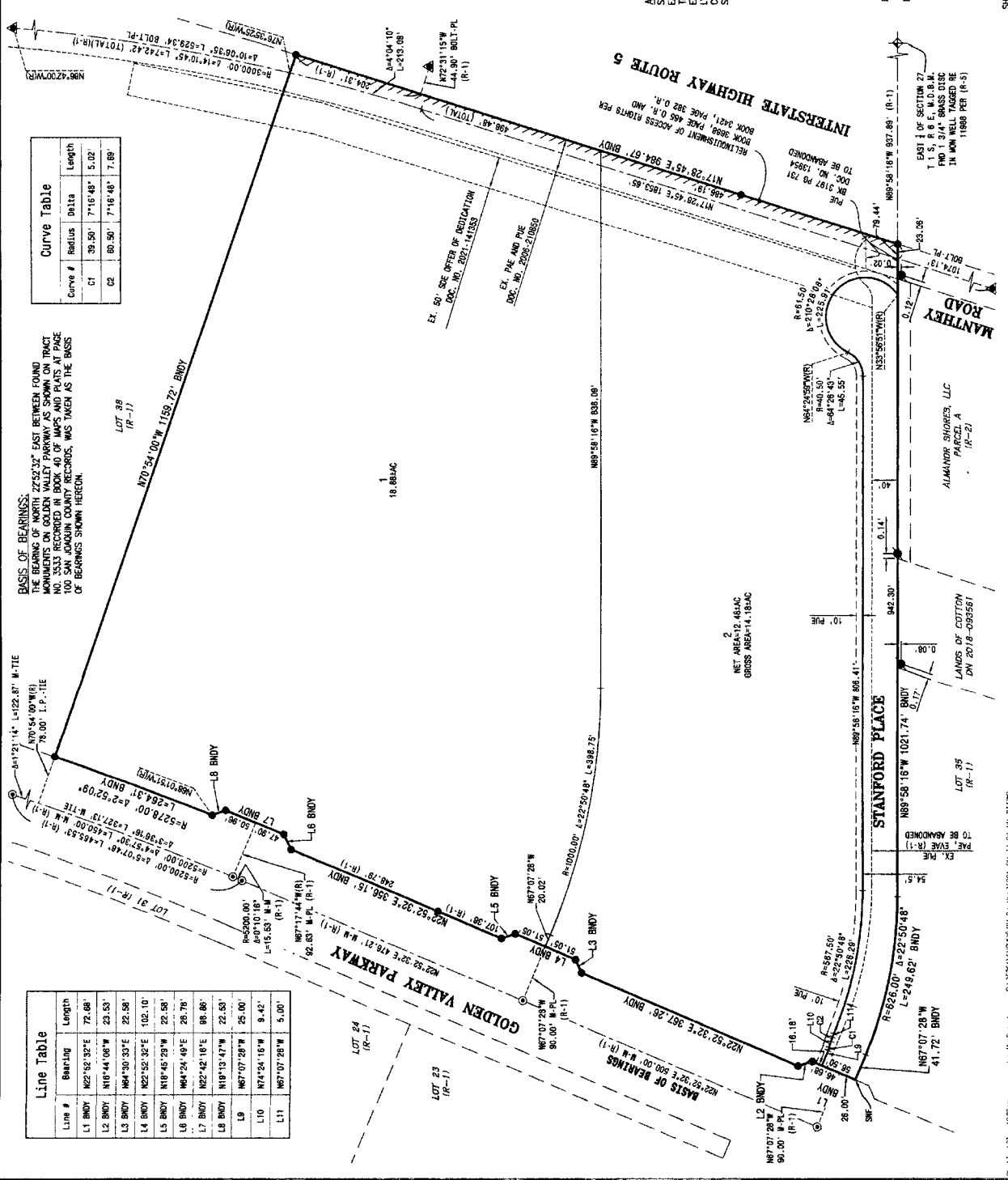
**Curve Table**

Curve #	Radius	Delta	Length
C1	39.50'	7°16'48"	5.02'
C2	80.50'	7°16'48"	7.89'

**BASIS OF BEARINGS:**  
 THE BEARING OF NORTH 27°52'37" EAST BETWEEN FOUND MONUMENTS AND THE POINTS OF BEGINNING AT PAGE 100 SAN JOAQUIN COUNTY RECORDS, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN HEREON.

**Line Table**

Line #	Bearing	Length
L1 BNDY	N22°52'32"E	72.68'
L2 BNDY	N18°44'08"W	23.53'
L3 BNDY	N22°52'32"E	102.10'
L4 BNDY	N18°45'29"W	22.50'
L5 BNDY	N22°42'18"E	88.86'
L6 BNDY	N18°13'47"W	22.50'
L7 BNDY	N22°52'32"E	25.00'
L8 BNDY	N18°45'29"W	25.00'
L9	N87°07'28"W	9.42'
L10	N74°24'18"W	5.00'
L11	N67°07'28"W	5.00'



**CITY OF LATHROP**  
**OFFSITE IMPROVEMENT AGREEMENT**  
**CENTRAL LATHROP SPECIFIC PLAN (CLSP)**  
**COMMERCIAL & HIGH DENSITY RESIDENTIAL – PM 22-09**  
**LATHROP LAND ACQUISITION, LLC**

This Offsite Improvement Agreement (“*Agreement*”) is made and entered into this **thirteenth (13<sup>th</sup>) day of March, 2023** (“*Effective Date*”), by and between the CITY OF LATHROP, a municipal corporation of the State of California (“*CITY*”) and Lathrop Land Acquisition, LLC, a Delaware limited liability company (“*SUBDIVIDER*”).

**RECITALS**

A. On October 5, 2006, CITY approved Vesting Tentative Map 3533 to create 62 parcels on 960 acres of land, hereinafter referred to as VTM. SUBDIVIDER intends to record one Parcel Map 22-09 to subdivide a portion of the VTM area, as shown in Exhibit “A” (hereinafter “**Parcel Map**”).

B. SUBDIVIDER is the record owner of all land incorporated with the Parcel Map and is therefore responsible for compliance with all conditions of approval associated with, including, without limitation, the construction of specified Improvements (as that term is defined below) as described more fully herein.

C. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and CITY’s Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make certain offers of dedication and to construct certain Improvements required under the Conditions of Approval on the VTM (collectively, “**COAs**”) and as identified in the approved Parcel Map, Improvement Plans and this Agreement. For purposes of this Agreement, the term “**Improvements**” shall collectively mean all public improvements

required under the COAs and as expressly set forth in this Agreement that will provide services and access to lots within the Parcel Map and the term “**Improvement Plans**” shall collectively refer to the Improvement Plans approved by CITY.

**AGREEMENT**

NOW, THEREFORE, in consideration of CITY’S pending (1) approval of the Parcel Map on March 13, 2023, and subsequent recordation; (2) approval of Improvement Plans in accordance with the terms of this Agreement and all applicable laws and regulations, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall construct or cause to be constructed at its sole cost and expense the Improvements as specified and in accordance with the provisions of this Agreement. All Improvements shall be constructed to the reasonable satisfaction and approval of the City Engineer, in an ethical and workmanlike manner in accordance with the approved Improvement Plans and specifications, the applicable improvement standards and specifications of the CITY’S Department of Public Works, the applicable Ordinances of the City Lathrop, and the applicable provisions of the California Subdivision Map Act.

2. SUBDIVIDER shall complete, and CITY shall have accepted all Improvements by March 13, 2024, subject to any extension(s) provided for herein and as otherwise expressly provided for in this Agreement. Provided, however, that said deadline shall be extended for twenty-four (24) months upon SUBDIVIDER’s request to the City Engineer, supported by reasonable documentation that it is using commercially reasonable efforts to complete same and have said Improvements accepted by CITY.

3. The parties acknowledge and agree that SUBDIVIDER is removing any existing well sites as required in accordance with applicable laws and regulations, including those required

by the County Environmental Health Department.

The parties further acknowledge and agree that SUBDIVIDER is conveying any and all groundwater rights associated therewith to CITY via the Parcel Map.

4. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done and from any defects in materials furnished. Further, SUBDIVIDER shall repair and warranty the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY's acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City a Warranty Bond in the amount equal to 10% of improvement cost  $\{(Cost + 10\% \text{ Contingency}) \times 10\%$  for the Improvements for PM 22-09 to ensure SUBDIVIDER's repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one-year guarantee period provided no claims against it are then outstanding. The Warranty Bond value is shown in Table 1 of this Agreement.

5. SUBDIVIDER is required to post Performance and Labor & Materials bonds to guarantee the Improvements associated with the Parcel Map as included and described in Exhibits C and D of this Agreement. The amount of performance security shall be equal to the Improvement cost plus a 10% contingency. The corresponding labor and materials bond amount shall be 50% of the performance bond amount  $(Performance \text{ Security} \times 50\%)$ . Further, SUBDIVIDER shall also comply with CITY's insurance requirements set forth on Exhibit B attached hereto and incorporated herein. The Performance and Labor & Materials bond values are shown in Table 1 of this Agreement.

**Table 1 – Bond Values**

<b>Street and Utility Improvement Total</b>	\$1,206,546
<b>Golden Valley Parkway Landscape Improvement Total</b>	\$1,316,150
<b>Improvement Total Cost</b>	\$2,522,696
<b>Performance Bond Value (110% of Unfinished Improvement Total)</b>	\$2,774,965
<b>Labor &amp; Materials Bond Value (50% of Performance Bond Value)</b>	\$1,387,483
<b>Warranty Bond Value (10% of Improvement Total)</b>	\$252,270

6. SUBDIVIDER shall construct or cause to be constructed at its sole cost and expense the offsite improvements required by the Assignment and Amendment of Development Agreement by and Between the City of Lathrop, Saybrook CLSP, LLC., and Lathrop Land Acquisition, LLC., approved by the Lathrop City Council on December 6, 2016, by Ordinance No. 16-370 and recorded by the San Joaquin County Recorder’s Office as Doc # 2017-007992 (Agreement hereinafter “**DA**”, Improvements hereinafter “**Offsite Improvements**”). The Offsite improvements include, but are not limited to, completion of the landscape improvements of the portions of Golden Valley Parkway adjacent to all SUBDIVIDER owned land. SUBDIVIDER has provided sufficient security to guarantee the completion of the Offsite Improvements with this Agreement as described in Section 5 of this Agreement. Pursuant to the City of Lathrop Capital Facility Fees Report dated September 4, 2003, SUBDIVIDER is eligible for reimbursement of the costs associated with the design, permitting and construction of 15 feet in width of Golden Valley Parkway Frontage Landscaping up to \$180 per lineal foot in 2003 dollars. Within 90 days of CITY acceptance of the Frontage Landscape Improvements, CITY shall provide reimbursement of the improvement cost.

7. The density for Residential/Mixed Used zoning in Central Lathrop is 10 to 40 units per acre. The proposed project for the PM 22-09 parcels is currently 12 units per acre and will

therefore be the basis for the sewer and water allocation for PM 22-09.

Any project that has a density greater than 12 units per acre will be subject to additional sewer and water purchase costs prior to building permit issuance. SUBDIVIDER shall, prior to approval of the Parcel Map, assign and allocate wastewater capacity and potable water capacity to each lot within the Parcel Map area in the quantities shown in Table 2 below.

**Table 2 – Parcel 1 Utility Allocation**

<b>Parcel</b>	<b>Acreage</b>	<b>Units</b>	<b>Sewer Allocation (590 gpd/acre)</b>	<b>Water Allocation (860 gpd/acre)</b>
1	18.88	Commercial	11,139	16,237
<b>Parcel</b>	<b>Acreage</b>	<b>Units (12 du/ac)</b>	<b>Sewer Allocation (170 gpd/du)</b>	<b>Water Allocation (220 gpd/du)</b>
2	12.48	150	25,500	33,000
		<b>Total</b>	<b>36,639</b>	<b>49,237</b>

8. The Agricultural Mitigation Fee shall be paid prior to building permit issuance.

9. Neither CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER’S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement on property other than the parcels of the subdivision owned by SUBDIVIDER (and its successors and assigns) (the “*Subdivider Property*”).

10. Neither CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property from the subdivision of all or any part of the land covered by this Agreement.

11. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, the “*Indemnitees*”), harmless from any liability for damage or claims which arises from SUBDIVIDER and/or SUBDIVIDER’S

contractors, subcontractors, agents, lessees, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any of SUBDIVIDER'S contractors, subcontractors, lessees, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER'S contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings of any type that maybe brought or instituted against CITY and the Indemnitees on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER performance or non-performance of its duties and obligations under this Agreement, or from the negligent act or omission of itself, its agents, contractors, representatives, servants or employees, except in the event and to the extent said claims resulted from the gross negligence or willful misconduct of CITY and/or the Indemnitees. The promises and agreement to indemnify and hold harmless set forth in this Paragraph 17 are not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not, and shall not, waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this Paragraph 17, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

12. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents, contractors, lessees or



subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement. Neither CITY nor any of CITY's agents, contractors, lessees or subcontractors are, or shall be, considered to be agents of SUBDIVIDER in connection with the performance of any work contemplated under this Agreement. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY, which such consent shall not be unreasonably delayed, conditioned or denied, except that this Agreement may be assigned to any purchaser or transferee of an interest in all or a part of the SUBDIVIDER Property without the need for CITY consent. If such consent is given, or not required, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER, and any heirs, successors, executors, administrators and assignees of SUBDIVIDER shall be jointly and severally liable hereunder unless SUBDIVIDER and its assignee have executed an Assignment and Assumption Agreement in which case SUBDIVIDER shall be released from all of its obligations hereunder so assigned to the assignee. Notwithstanding anything to the contrary in the foregoing, SUBDIVIDER shall be permitted to assign its rights and obligations under this Agreement to any "*Affiliate*", which is defined to mean an entity or person that is directly or indirectly Controlling, Controlled by, or under common Control of SUBDIVIDER. The term "*Control*" as used herein, shall mean the power to direct the day-to-day management of SUBDIVIDER, and it shall be a presumption that Control with respect to a corporation or limited liability company is the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the Controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, Control is the possession, indirectly or directly, of the power to direct or cause the direction of the day-to-day management of the controlled entity.

13. SUBDIVIDER shall, at its expense, require or cause to require all its contractors and sub-contractors to obtain and maintain all necessary permits and licenses for construction of the Improvements, and commercially reasonable insurance. Prior to the commencement of said Improvement construction, the General Contractor/subcontractors shall obtain a City of Lathrop Business License. SUBDIVIDER and CITY, as applicable, shall comply with all applicable local, state and federal laws applicable to this Agreement whether or not said laws are expressly stated in this Agreement.

14. This Agreement and the Exhibits attached hereto comprise the entire understanding and agreement between the parties regarding the subject matter of this Agreement.

The Recitals are incorporated into this Agreement by this reference, as if fully set forth herein.

15. Notices. For purposes of this Agreement, “*notice*” means any notice, demand, request, or other communication to be provided under this Agreement. All notices shall be in writing and shall be sent to the below addresses or at such other addresses as either party may later specify for that purpose.

16. All notices required or permitted under this Agreement shall be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or UPS, with charges prepaid for next business day delivery, addressed to the parties as follows:

If to CITY:	City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330 Attn: City Clerk Email: <u><a href="mailto:website_cco@ci.lathrop.ca.us">website_cco@ci.lathrop.ca.us</a></u>
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With a copy:	City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330
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Attn: Salvador Navarrete, City Attorney  
Email: [website\\_cao@ci.lathrop.ca.us](mailto:website_cao@ci.lathrop.ca.us)

If to SUBDIVIDER: Saybrook CLSP, LLC  
303 Twin Dolphin Drive, Suite 600  
Redwood Shores, CA 94065  
Attn: Jeffrey M. Wilson  
Email: [jwilson@saybrookfundadvisors.com](mailto:jwilson@saybrookfundadvisors.com)

The date of any notice shall be the date of receipt, provided that, rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice sent. Either party may change its address for notice by giving notice to the other party in accordance with this Paragraph 22.

23. The following miscellaneous provisions are applicable to this Agreement:

- a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.
- b. Definitions. The definitions and terms are as defined in this Agreement.
- c. Exhibits. The following exhibits are attached to this Agreement and are incorporated to this Agreement by this reference:

EXHIBIT A: PARCEL MAP 22-09

EXHIBIT B: CITY INSURANCE REQUIREMENTS

EXHIBIT C: PRELIMINARY COST ESTIMATE, STANFORD PLACE

EXHIBIT D: PRELIMINARY COST ESTIMATE, STANFORD

CROSSING, COMMERCIAL FRONTAGE

IMPROVEMENTS

- d. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, and all performance and other dates specified in this Agreement shall be extended, where delays are due to: war; insurrection; strikes and labor disputes; lockouts; riots; floods; earthquakes; fires; casualties; acts

of God; acts of the public enemy; acts of terrorism; epidemics and related governmental orders and restrictions; quarantine restrictions; freight embargoes; materials shortages and/or inability to obtain materials due to tariffs, governmental restrictions or priority; unusually severe weather; acts or omissions of the other party; or acts or failures to act of any public or governmental agency or entity (except that acts or failures to act of CITY shall not excuse performance by CITY); or moratorium (each a “*Force Majeure Delay*”). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if Notice (as that term is defined above) by the party claiming such extension is sent to the other party within sixty (60) days of the commencement of the cause.

e. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

f. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

g. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

h. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

i. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

j. Time of the Essence. Time is of the essence of this Agreement and each of

its provisions (subject to Subparagraph 23(d)).

In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first day and including the last.

If the time in which an act is to be performed falls on a Saturday, Sunday or any day observed as a legal holiday by CITY, the time for performance shall be extended to the following business day.

k. Venue. In the event either party brings that suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin. The party in whose favor judgment is entered shall be awarded reasonable attorneys' fees.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.


**CITY OF LATHROP,**  
A California municipal corporation of the  
State of California

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

**ATTEST:**  
City Clerk of and for the City  
of Lathrop, State of California

By: \_\_\_\_\_  
Teresa Vargas                              Date  
City Clerk

**APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY**

By:  \_\_\_\_\_ 3-1-2023  
Salvador Navarrete                      Date  
City Attorney

**SUBDIVIDER**

By: Lathrop Land Acquisition, LLC,  
a Delaware limited liability company

By: Saybrook Fund Investors, LLC  
Its: Managing Member

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Jeffrey M. Wilson  
Officer

Date

**EXHIBIT A**

**PARCEL MAP 22-09**



**OWNER'S STATEMENT:**

THE UNDERSIGNED DOES HEREBY STATE THAT WE ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBARRASSED WITHIN THE DISTINCTIVE BORDER OF THE HEREIN EMBARRASSED PARCEL MAP ENTITLED PARCEL MAP 22-09 OF SAN JOAQUIN COUNTY, CONSISTING OF THREE (3) SHEETS, THAT WE HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP THAT SAID MAP PARTICULARLY SETS FORTH AND PARTICULARLY SETS FORTH AND DESCRIBES THE PARCELS OF LAND RESERVED FOR PUBLIC OR PRIVATE PURPOSES BY THEIR BOUNDARIES, COURSES AND EXTENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF LATHROP AS EASEMENTS FOR PUBLIC PURPOSES

1. THE REAL PROPERTY DESIGNATED ON SAID MAP AS "STANFORD PLACE" FOR THE PURPOSE OF PUBLIC RIGHT OF WAY.
  2. A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN CABLES, PIPES AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND SHOWN UPON SAID MAP DESIGNATED AS "PUBLIC UTILITY EASEMENT (PUE)".
- TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP.

THIS MAP SHOWS ALL EASEMENTS OF RECORD ON THE PREMISES

OWNER: LATHROP LAND ACQUISITION LLC, A DELAWARE LIMITED LIABILITY COMPANY

PRINTED NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**OWNER'S ACKNOWLEDGMENT:**

I, A NOTARY PUBLIC OR OTHER OFFICER, CERTIFYING THIS CERTIFICATE, VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT, TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_, 2023, BEFORE ME, \_\_\_\_\_ A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT PERSON(S), OR ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

SIGNATURE \_\_\_\_\_

PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS \_\_\_\_\_

COMMISSION EXPIRES \_\_\_\_\_

COMMISSION # OF NOTARY \_\_\_\_\_

**PARCEL MAP 22-09**

SUBDIVISIONS OF SAN JOAQUIN COUNTY, BEING A SUBDIVISION OF LOTS 36 AND 37 OF TRACT NO. 1533, REGISTERED IN PARCEL MAP 22-09, SAN JOAQUIN COUNTY, CALIFORNIA, BEING A PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE & MERIDIAN

CITY OF LATHROP  
SAN JOAQUIN COUNTY, CALIFORNIA

**Mackay & Soaps**  
21709 HARRIS LA, PLEASANTON, CA 94566  
JANUARY, 2023



VICINITY MAP  
NOT TO SCALE

**CITY CLERK'S STATEMENT:**

I, TERESA VERGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBARRASSED MAP ENTITLED PARCEL MAP 22-09 SUBDIVISIONS OF SAN JOAQUIN COUNTY CONSISTING OF THREE (3) SHEETS, WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, AND THAT SAID CITY COUNCIL DID HEREOF BY RESOLUTION NO. \_\_\_\_\_ DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND THAT SAID MAP IS IN FULL COMPLIANCE WITH THE CITY OF LATHROP MUNICIPAL CODE, AND THAT THE CITY OF LATHROP HAS ADOPTED ALL EASEMENTS, RELIQUATIONS, AND DEDICATIONS THEREON, AND THAT THE CITY OF LATHROP HAS ADOPTED ALL EASEMENTS, RELIQUATIONS, AND DEDICATIONS OF ALL STREETS AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED, IN ACCORDANCE WITH CHAPTER 16, TITLE 18 OF THE CITY OF LATHROP MUNICIPAL CODE, AND HEREBY ABANDON AND VACATE THE PUBLIC UTILITY EASEMENT, PUBLIC ACCESS EASEMENT, AND EMERGENCY VEHICLE ACCESS EASEMENT OF TRACT 3631, BOOK 4 OF MAPS AND PLATS, AT PAGE 100, AND THE PUBLIC UTILITY EASEMENT OF DOCUMENT NO. 13594, BOOK 3427 OF OFFICIAL RECORDS, PAGE 88, LYING WITHIN THE BOUNDARIES OF LOT 7 AS SHOWN ON SHEET 62 AND 3, IN COMPLIANCE WITH THE CALIFORNIA GOVERNMENT CODE SECTION 99662.02 OF THE SUBDIVISION MAP ACT.

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF LATHROP AND FILED IN MY OFFICE

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

TERESA VERGAS  
CITY CLERK AND CLERK OF THE CITY COUNCIL OF  
THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN,  
STATE OF CALIFORNIA

**RIGHT TO FARM STATEMENT:**

PER CITY OF LATHROP CODE OF ORDINANCES, TITLE 15, CHAPTER 15.08 OF THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWN AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATION, CULTIVATION, FLOWING, SPRAYING, IRRIGATION, FERTILIZING, AND PESTICIDE APPLICATION. SUCH OPERATIONS MAY GENERATE DUST, SMOKE, NOISE, ODORS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION CONSEQUENTLY DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECTS OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.

**CITY SURVEYOR'S STATEMENT:**

I, DARRYL ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP, AND THAT THE SUBDIVISION SHOWN HEREON CONFORMS WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

DARRYL ALEXANDER, L.S. 5971  
ACTING CITY SURVEYOR

**CITY ENGINEER STATEMENT:**

I, BRAD R. TAYLOR, HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF PARCEL MAP 22-09 AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP IF ANY, AND ANY CHANGES TO THE PARCEL MAP ARE IN ACCORDANCE WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP IF REQUIRED.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

BRAD R. TAYLOR, R.C.E. 52823  
CITY ENGINEER OF THE  
CITY OF LATHROP, CALIFORNIA

**SURVEYOR'S STATEMENT:**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY MADE IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LATHROP LAND ACQUISITION LLC, A DELAWARE LIMITED LIABILITY COMPANY IN SEPTEMBER, 2022. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED VESTING TENTATIVE MAP OF THE CITY OF LATHROP, AND THAT THE SUBDIVISION SHOWN HEREON WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BEFORE SAID PARCEL MAP SURVEY IS COMPLETED AND ACCEPTED BY THE CITY OF LATHROP, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

DATED THIS 17th DAY OF February, 2023.

IAN BRUCE MACDONALD  
L.S. NO. 8817



**STATEMENT OF SOILS REPORT:**

A SOILS REPORT ENTITLED, "GEO-TECHNICAL REPORT, CENTRAL LATHROP GEOTECH IN A RAISE INFRASTRUCTURE, PROJECT NO. 5747.003.02 AND DATED OCTOBER 24, 2023, HAS BEEN PREPARED FOR THIS PROJECT BY ENGEO INCORPORATED, AND IS ON FILE WITH THE CITY OF LATHROP.

**COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT:**

HEREBY STATE THAT THE LATHROP PLANNING DIVISION HAS WAIVED THE REQUIREMENT FOR A TENTATIVE MAP IN ACCORDANCE WITH SECTION 15.20 (D) OF THE LATHROP MUNICIPAL CODE OF ORDINANCES

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

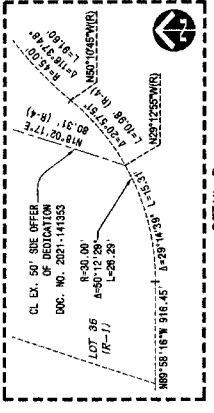
MARK MESSNER  
THE PLANNING COMMISSION  
COMMUNITY DEVELOPMENT DIRECTOR  
CITY OF LATHROP

**COUNTY RECORDER'S STATEMENT:**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF MAPS AND PLATS, AT PAGE \_\_\_\_\_ AT THE REQUEST OF FIRST AMERICAN TITLE FEE: \$\_\_\_\_\_

STEVE J. BRESTOLARIDES  
ASSESSOR-RECORDER - COUNTY CLERK  
SAN JOAQUIN COUNTY, CALIFORNIA

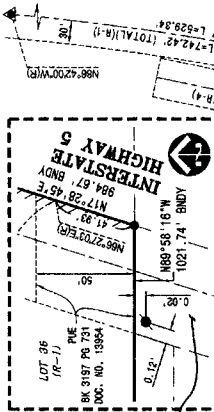
BY \_\_\_\_\_ ASSISTANT DEPUTY RECORDER



**TITLE NOTES:**  
 1. AN EASEMENT FOR PUMPING PLANT AND IRRIGATION AND INCIDENTAL PURPOSES, RECORDED AS BOOK 413, PAGE 383 OF OFFICIAL RECORDS, THE LOCATION OF WHICH IS SHOWN ON SHEET 2 OF PARCEL MAP 22-09, SAN JOAQUIN COUNTY RECORDS.  
 2. AN EASEMENT FOR PUMPING PLANT AND IRRIGATION AND INCIDENTAL PURPOSES, RECORDED AS BOOK 1338, PAGE 479 OF OFFICIAL RECORDS, THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.  
**NOTES:**  
 1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.  
 2. TOTAL SUBDIVISION AREA=33.062 AC.  
**ABANDONMENT NOTE:**  
 SAN JOAQUIN COUNTY DOES HEREBY ABANDON AND WAIVE THE PUBLIC UTILITY EASEMENT, PUBLIC ACCESS EASEMENT, AND EMERGENCY VEHICLE ACCESS EASEMENT OF TRACT 3533, BOOK 40 OF MAPS AND PLATS, PAGE 100, AND THE PUBLIC UTILITY EASEMENT OF DOCUMENT NO. 13854, BOOK 3421 OF OFFICIAL RECORDS, PAGE 382, WHICH ARE SHOWN ON LOT 2 AS SHOWN ON SHEETS 2 & 3, IN CONNECTION WITH THE CALIFORNIA GOVERNMENT CODE SECTION 66492.022 OF THE SUBDIVISION MAP ACT.

**LEGEND:**  
 - - - - - DISTINCTIVE BORDER  
 - - - - - RIGHT OF WAY LINE  
 - - - - - LOT LINE/PARCEL LINE  
 - - - - - EXISTING PROPERTY LINE  
 - - - - - MONUMENT LINE  
 - - - - - FACSIMILE LINE  
 - - - - - EXISTING EASEMENT LINE  
 - - - - - RELINQUISHMENT OF ABUTTER'S RIGHT  
 ○ FOUND STANDARD STREET MONUMENT OF RECORD PER (R-1)  
 ● FOUND 1" PIN & WASHER PER (R-3)  
 ● FOUND 3/4" IP, CHIPPED AND STAMPED L.S. 6186 PER (R-1) OR AS NOTED  
 ● FOUND REBAR AND CAP, STAMPED 4304 PER (R-2)  
 ● FOUND 1/4 SECTION CORNER AS NOTED  
 BNDY BOUNDARY  
 I.P. IRON PIPE  
 R-P-1 RAILROAD RIGHT OF WAY  
 REF REFERENCE  
 RAD RADIAL BEARING  
 M-M MONUMENT TO MONUMENT  
 M-T-E MONUMENT TO MONUMENT BY EXISTING  
 EX EXISTING  
 EWE EMERGENCY VEHICLE ACCESS EASEMENT  
 PAE PUBLIC ACCESS EASEMENT  
 PUE PUBLIC UTILITY EASEMENT  
 SDE STORM DRAIN EASEMENT

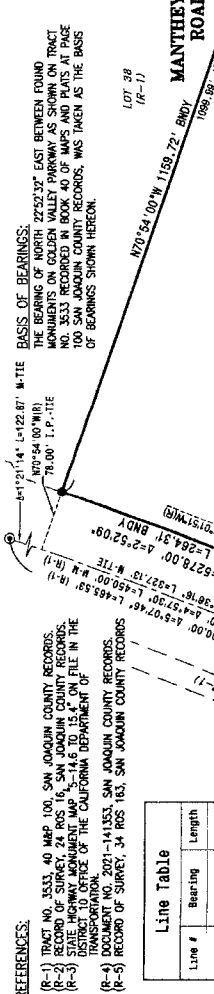
**PARCEL MAP 22-09**  
 SUBDIVISIONS OF SAN JOAQUIN COUNTY, BEING A SUBDIVISION OF PART OF THE EAST 1/4 OF SECTION 37, BEING A PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE & MERIDIAN CITY OF CALIFORNIA  
**MACKAY & SOMPS**  
 LAND SURVEYORS  
 25201.000  
 JANUARY 2023



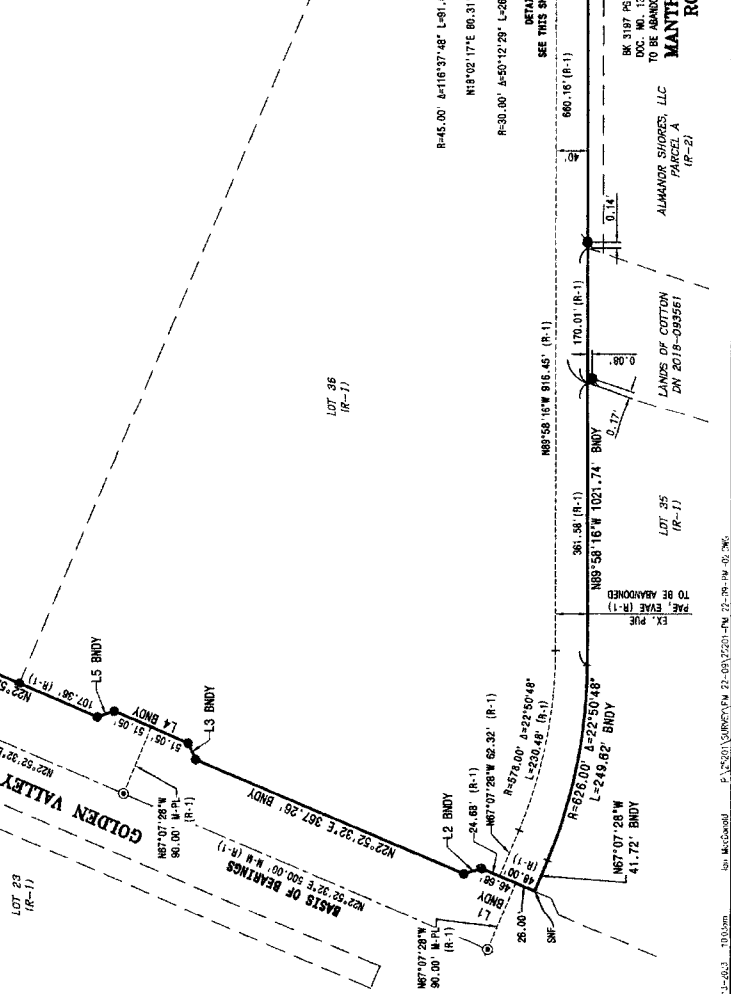
**TITLE NOTES:**  
 1. AN EASEMENT FOR PUMPING PLANT AND IRRIGATION AND INCIDENTAL PURPOSES, RECORDED AS BOOK 413, PAGE 383 OF OFFICIAL RECORDS, THE LOCATION OF WHICH IS SHOWN ON SHEET 2 OF PARCEL MAP 22-09, SAN JOAQUIN COUNTY RECORDS.  
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**NOTES:**  
 1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.  
 2. TOTAL SUBDIVISION AREA=33.062 AC.  
**ABANDONMENT NOTE:**  
 SAN JOAQUIN COUNTY DOES HEREBY ABANDON AND WAIVE THE PUBLIC UTILITY EASEMENT, PUBLIC ACCESS EASEMENT, AND EMERGENCY VEHICLE ACCESS EASEMENT OF TRACT 3533, BOOK 40 OF MAPS AND PLATS, PAGE 100, AND THE PUBLIC UTILITY EASEMENT OF DOCUMENT NO. 13854, BOOK 3421 OF OFFICIAL RECORDS, PAGE 382, WHICH ARE SHOWN ON LOT 2 AS SHOWN ON SHEETS 2 & 3, IN CONNECTION WITH THE CALIFORNIA GOVERNMENT CODE SECTION 66492.022 OF THE SUBDIVISION MAP ACT.

**LEGEND:**  
 - - - - - DISTINCTIVE BORDER  
 - - - - - RIGHT OF WAY LINE  
 - - - - - LOT LINE/PARCEL LINE  
 - - - - - EXISTING PROPERTY LINE  
 - - - - - MONUMENT LINE  
 - - - - - FACSIMILE LINE  
 - - - - - EXISTING EASEMENT LINE  
 - - - - - RELINQUISHMENT OF ABUTTER'S RIGHT  
 ○ FOUND STANDARD STREET MONUMENT OF RECORD PER (R-1)  
 ● FOUND 1" PIN & WASHER PER (R-3)  
 ● FOUND 3/4" IP, CHIPPED AND STAMPED L.S. 6186 PER (R-1) OR AS NOTED  
 ● FOUND REBAR AND CAP, STAMPED 4304 PER (R-2)  
 ● FOUND 1/4 SECTION CORNER AS NOTED  
 BNDY BOUNDARY  
 I.P. IRON PIPE  
 R-P-1 RAILROAD RIGHT OF WAY  
 REF REFERENCE  
 RAD RADIAL BEARING  
 M-M MONUMENT TO MONUMENT  
 M-T-E MONUMENT TO MONUMENT BY EXISTING  
 EX EXISTING  
 EWE EMERGENCY VEHICLE ACCESS EASEMENT  
 PAE PUBLIC ACCESS EASEMENT  
 PUE PUBLIC UTILITY EASEMENT  
 SDE STORM DRAIN EASEMENT

**PARCEL MAP 22-09**  
 SUBDIVISIONS OF SAN JOAQUIN COUNTY, BEING A SUBDIVISION OF PART OF THE EAST 1/4 OF SECTION 37, BEING A PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE & MERIDIAN CITY OF CALIFORNIA  
**MACKAY & SOMPS**  
 LAND SURVEYORS  
 25201.000  
 JANUARY 2023



**REFERENCES:**  
 (R-1) TRACT NO. 1533, 40 MAPS, 100, SAN JOAQUIN COUNTY RECORDS  
 (R-2) RECORD OF SURVEY, 24 PGS 16, SAN JOAQUIN COUNTY RECORDS  
 (R-3) STATE HIGHWAY MONUMENT MAP 5-14.6 TO 15.4, ON FILE IN THE TRANSFERS AND RECORDS DIVISION, OFFICE OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND PUBLIC UTILITIES  
 (R-4) DOCUMENT NO. 2021-141353, SAN JOAQUIN COUNTY RECORDS  
 (R-5) RECORD OF SURVEY, 34 PGS 183, SAN JOAQUIN COUNTY RECORDS



**Line Table**

Line #	Bearing	Length
L1 BNDY	N22°52'32"E	72.68'
L2 BNDY	N18°14'08"W	23.53'
L3 BNDY	N64°30'33"E	22.58'
L4 BNDY	N22°52'32"E	51.05'
L5 BNDY	N18°45'28"W	22.58'
L6 BNDY	N84°24'49"E	26.78'
L7 BNDY	N22°42'16"E	66.88'
L8 BNDY	N18°13'47"W	22.53'

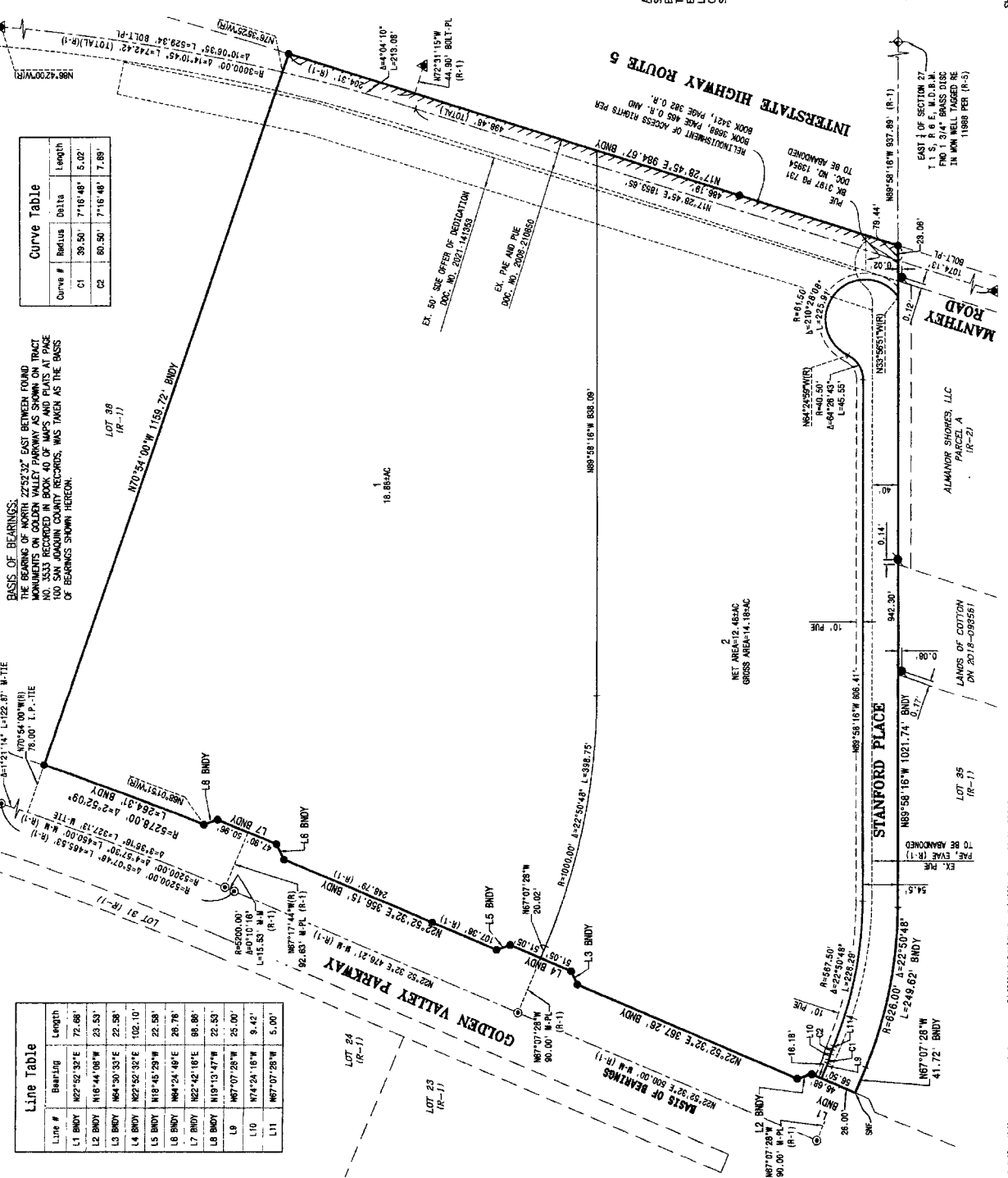
**Curve Table**

Curve #	Radius	Delta	Length
C1	39.50'	7°19'48"	5.02'
C2	80.50'	7°19'48"	7.89'

**BASIS OF BEARINGS:**  
 THE BEARING OF NORTH 27°52'32" EAST BETWEEN ROUND MONUMENTS ON GOLDEN VALLEY PARKWAY AS SHOWN ON TRACT MAP NO. 202-141533 AND SAN JOAQUIN COUNTY RECORDS, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN HEREON.

**Line Table**

Line #	Bearing	Length
L1 BNDY	N22°52'32"E	72.68'
L2 BNDY	N18°44'08"W	23.53'
L3 BNDY	N84°30'33"E	22.58'
L4 BNDY	N22°52'32"E	102.10'
L5 BNDY	N18°45'29"W	22.58'
L6 BNDY	N84°24'40"E	28.76'
L7 BNDY	N22°42'18"E	88.86'
L8 BNDY	N19°13'47"W	22.53'
L9	N87°07'28"W	25.00'
L10	N74°24'16"W	9.42'
L11	N27°07'28"W	5.00'



**Legend**

- DISTINCTIVE BORDER
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- MONUMENT LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- RELINQUISHMENT OF ADJUTER'S RIGHT
- FOUND STANDARD STREET MONUMENT OF RECORD PER (R-1)
- FOUND 1" PIN & WASHER PER (R-3)
- FOUND 3/4" I.P., CAPPED AND STAMPED L.S. 6185 PER (R-1) OR AS NOTED
- FOUND REBAR AND CAP, STAMPED 4134 PER (R-2)
- FOUND 1/4 SECTION CORNER AS NOTED
- BOUNDARY
- IRON PIPE
- IRON PIPE TO THE REFERENCE
- RADIAL BEARING MONUMENT TO MONUMENT
- M-M MONUMENT TO MONUMENT TIE
- EX. EXISTING
- EVE
- PUE PUBLIC UTILITY EASEMENT
- PAE PUBLIC ACCESS EASEMENT
- SD STORM DRAIN EASEMENT
- SDY BNDY
- LP
- LP-TIE
- (R-1)
- (R)
- M-M
- M-TIE
- EX.
- EVE
- PUE
- PAE
- SDY

**REFERENCES:**  
 (R-1) TRACT NO. 3533, 40 PAGES, 100, SAN JOAQUIN COUNTY RECORDS  
 (R-2) RECORD OF SURVEY 24 PAGES, 16, SAN JOAQUIN COUNTY RECORDS  
 (R-3) STATE HIGHWAY MONUMENT MAP 5-14.8 TO 15.4, ON FILE IN THE DISTRICT OFFICE OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION  
 (R-4) DOCUMENT NO. 2021-141533, SAN JOAQUIN COUNTY RECORDS  
 (R-5) RECORD OF SURVEY, 34 PAGES, 163, SAN JOAQUIN COUNTY RECORDS

**NOTES:**  
 1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.  
 2. TOTAL SUBDIVISION AREA=33.08± AC

**ABANDONMENT NOTE:**  
 SAN JOAQUIN COUNTY DOES HEREBY ABANDON AND WAIVE THE PUBLIC UTILITY EASEMENT, PUBLIC ACCESS EASEMENT, AND EMERGENCY VEHICLE ACCESS EASEMENT OF MAP NO. 202-141533, AND THE PUBLIC UTILITY EASEMENT OF DOCUMENT NO. 2008-210650, LIES WITHIN THE BOUNDARIES OF LOT 2 AS SHOWN ON SHEETS 2, 3, IN CONFORMANCE WITH THE CALIFORNIA GOVERNMENT CODE SECTION 66469.20.2 OF THE SUBDIVISION MAP ACT.

**PARCEL MAP 22-09**

SUBDIVISIONS OF SAN JOAQUIN COUNTY, BEING A SUBDIVISION AS SHOWN ON MAP NO. 202-141533, RECORDED IN BOOK 40 OF MAPS AND PLATS AT PAGE 100, SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE & MERIDIAN CITY OF LATHROP SAN JOAQUIN COUNTY, CALIFORNIA

**MACKAY & SOMPS**  
 SURVEYORS  
 1115 N. G ST. SUITE 100  
 SACRAMENTO, CA 95811  
 (916) 442-5400  
 (916) 442-5401  
 (916) 442-5402

JANUARY 2023

SHEET 3 OF 3

25001.000

## EXHIBIT B

### CITY INSURANCE REQUIREMENTS

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Offsite Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:
  - a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.
  - b. State that “the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.
  - c. Include a statement that, “the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage.” The above language can be included on the additional insured endorsement form or on a separate endorsement form.
  - d. The policy must contain a cross liability or severability of interest clause.
  - e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/21/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 500 N Brand Boulevard, Suite 100 Glendale CA 91203	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 818-539-2300	<b>FAX (A/C, No):</b> 818-539-2301
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Mt Hawley Insurance Company	<b>NAIC #</b> 37974
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

License#: 0D69293  
 SAYBCLS-02

**INSURED**  
 Saybrook CLSP, LLC  
 501 Santa Monica Blvd #607  
 Santa Monica CA 90401

**COVERAGES** **CERTIFICATE NUMBER: 1182983084** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		MGL0195610	10/11/2021	5/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ EXCLUDED \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			MXL0431820	10/11/2021	5/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 30 days before the effective date of cancellation applies, policy provisions, endorsement will follow.  
 Certificate holder is included as additional insured with respect to the General Liability Policy as required by written contract

**CERTIFICATE HOLDER** **CANCELLATION**

City Of Lathrop 390 Towne Centre Dr. Lathrop CA 95330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION - CERTIFICATE HOLDER**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
CONTRACTORS SPECIAL FORM  
EXCESS GENERAL LIABILITY INSURANCE POLICY  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART**

If this policy is cancelled by us, we will send a notice by mail to the certificate holder(s) scheduled below at the scheduled address at the same time that notice is sent to you. If the policy is cancelled by you or an entity with power of attorney for this policy, we will send a notice by mail to the certificate holder(s) scheduled below at the scheduled address at the time that we process the cancellation request.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**Certificate Holder/Address:**

City of Lathrop  
390 Towner Center Dr.  
Lathrop, CA 95330

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION - CERTIFICATE HOLDER**

If this policy is cancelled by us, we will send a notice by mail to the certificate holder(s) scheduled below at the scheduled address at the same time that notice is sent to you. If the policy is cancelled by you or an entity with power of attorney for this policy, we will send a notice by mail to the certificate holder(s) scheduled below at the scheduled address at the time that we process the cancellation request.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**Certificate Holder/Address:**

City of Lathrop  
390 Towner Center Dr.  
Lathrop, CA 95330

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

**EXHIBIT C**

**PRELIMINARY COST ESTIMATE, STANFORD PLACE**



**PRELIMINARY COST ESTIMATE**  
**STANFORD PLACE**  
**LATHROP, CALIFORNIA**

Based on Preliminary Improvement Plans prepared by MacKay &  
 Somsps dated January 2023

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
<b><u>A. GRADING AND STREETWORK</u></b>					
1.	80,151	SF	Finish grading outside of existing paving (within R/W)	0.25	\$20,040
2.	55,700	SF	Structural Section (4" AC, 4" AB, 12" LTB)	4.00	\$222,800
3.	1	EA	Survey Monuments	800.00	\$800
4.	Lump Sum		Signing, Striping, and Pavement Markers	LS	\$5,000
5.	Lump Sum		Traffic Control	LS	\$2,500
<b>ESTIMATED TOTAL GRADING AND STREETWORK:</b>					<b>\$251,140</b>
<b><u>B. CONCRETE WORK</u></b>					
1.	1,965	LF	Remove & dispose existing AC Berm	3.00	\$5,900
2.	55,700	SF	Remove & dispose existing AC Paving	3.00	\$167,100
3.	2,007	LF	6" Standard curb and gutter	16.00	\$32,110
4.	20,068	SF	Sidewalk (6" concrete on native)	5.00	\$100,340
<b>ESTIMATED TOTAL CONCRETE WORK:</b>					<b>\$305,450</b>
<b><u>C. SANITARY SEWER WORK</u></b>					
1.	6	EA	Manholes including reset to finish grade and vacuum test	6,000.00	\$36,000
2.	1,244	LF	8" Pipe including backfill	32.00	\$39,810
3.	64	EA	4" Laterals w/ cleanouts	1,000.00	\$64,000
4.	1	EA	Connect to Existing	1,500.00	\$1,500
<b>ESTIMATED TOTAL SANITARY SEWER WORK:</b>					<b>\$141,310</b>
<b><u>D. STORM DRAIN WORK</u></b>					
1.	3	EA	Remove existing drainage inlet	500.00	\$1,500
2.	3	EA	Curb inlet	3,800.00	\$11,400
3.	18	LF	15" RCP Storm drain pipe	65.75	\$1,180
4.	3	EA	Connect to existing storm drain	500.00	\$1,500
5.	3	EA	Reset existing manhole rim to finish grade	150.00	\$450
<b>ESTIMATED TOTAL STORM DRAIN WORK:</b>					<b>\$16,030</b>
<b><u>E. WATER SYSTEM WORK</u></b>					
1.	1	EA	Hot tap at existing water main	5,000.00	\$5,000
2.	1,332	LF	8" Potable Water Main including fittings	40.00	\$53,280
3.	44	LF	8" Potable Water Stubs including fittings	40.00	\$1,760
4.	24	LF	6" Potable Water Stubs including fittings	35.00	\$840
5.	3	EA	8" Water Valves	900.00	\$2,700
6.	2	EA	6" Water Valves	800.00	\$1,600
7.	1	EA	Blow off	1,300.00	\$1,300
8.	3	EA	Temporary Blow off	1,100.00	\$3,300
<b>ESTIMATED TOTAL WATER SYSTEM WORK:</b>					<b>\$69,780</b>

**F. MISCELLANEOUS WORK**

1.	2,682	LF	Dewatering for Construction	75.00	\$201,150
2.	1,200	LF	Joint Trench	60.00	\$72,000
3.	10	EA	Electrolier	3,500.00	\$35,000
4.	Lump Sum		Erosion Control Measures	LS	\$5,000

**ESTIMATED TOTAL MISCELLANEOUS WORK: \$313,150**

**SUMMARY**

A	GRADING AND STREETWORK	\$251,140
B	CONCRETE WORK	\$305,450
C	SANITARY SEWER WORK	\$141,310
D	STORM DRAIN WORK	\$16,030
E	WATER SYSTEM WORK	\$69,780
F	MISCELLANEOUS WORK	\$313,150

**ESTIMATED TOTAL CONSTRUCTION COST: \$1,096,860**

**10% CONTINGENCY: \$109,686**

**ESTIMATED TOTAL COST: \$1,206,546**

**NOTES**

1. This estimate is prepared as a guide only and is subject to possible change. It has been prepared to a standard of accuracy which, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purposes of this estimate. MacKay & Somps makes no warranty, either expressed or implied, as to the accuracy of this estimate.
2. Costs presented herein represent an opinion based on historical information. No provision has been made for inflation.
3. All items include all materials necessary for complete installation.
4. All underground utilities unit prices include trenching, backfill, and all other necessary items for installation.
5. Fire hydrant assemblies include valve, run and reflective blue marker.

Prepared by the firm of  
**MACKAY & SOMPS**

**EXHIBIT D**

**PRELIMINARY COST ESTIMATE, STANFORD CROSSING, COMMERCIAL  
FRONTAGE IMPROVEMENTS**

**PRELIMINARY COST ESTIMATE**  
**STANFORD CROSSING, COMMERCIAL FRONTAGE**  
**IMPROVEMENTS**  
**GOLDEN VALLEY PARKWAY**  
**LATHROP, CALIFORNIA**

Based on approved Tract 3533 backbone plans and unapproved  
frontage landscape plans

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
<b>A. LANDSCAPING AND IRRIGATION WORK</b>					
1.	60,100	SF	Planting and irrigation	15.00	\$901,500
2.	118	EA	Trees (includes irrigation)	2,500.00	\$295,000
<b>ESTIMATED TOTAL LANDSCAPE AND IRRIGATION WORK:</b>					<b>\$1,196,500</b>

**SUMMARY**

A	LANDSCAPE AND IRRIGATION WORK	\$1,196,500
<b>ESTIMATED TOTAL CONSTRUCTION COST:</b>		<b>\$1,196,500</b>
<b>10% CONTINGENCY:</b>		<b>\$119,650</b>
<b>ESTIMATED TOTAL COST:</b>		<b>\$1,316,150</b>

**NOTES**

1. This estimate is prepared as a guide only and is subject to possible change. It has been prepared to a standard of accuracy which, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purposes of this estimate. MacKay & Somps makes no warranty, either expressed or implied, as to the accuracy of this estimate.
2. Costs presented herein represent an opinion based on historical information. No provision has been made for inflation.
3. All items include all materials necessary for complete installation.
4. All underground utilities unit prices include trenching, backfill, and all other necessary items for installation
5. Fire hydrant assemblies include valve, run and reflective blue marker.

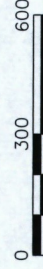
Prepared by the firm of  
**MACKAY & SOMPS**



**MACKAY & SOMPS**  
ENGINEERS PLANNERS SURVEYORS  
25201.000 02.28.2023

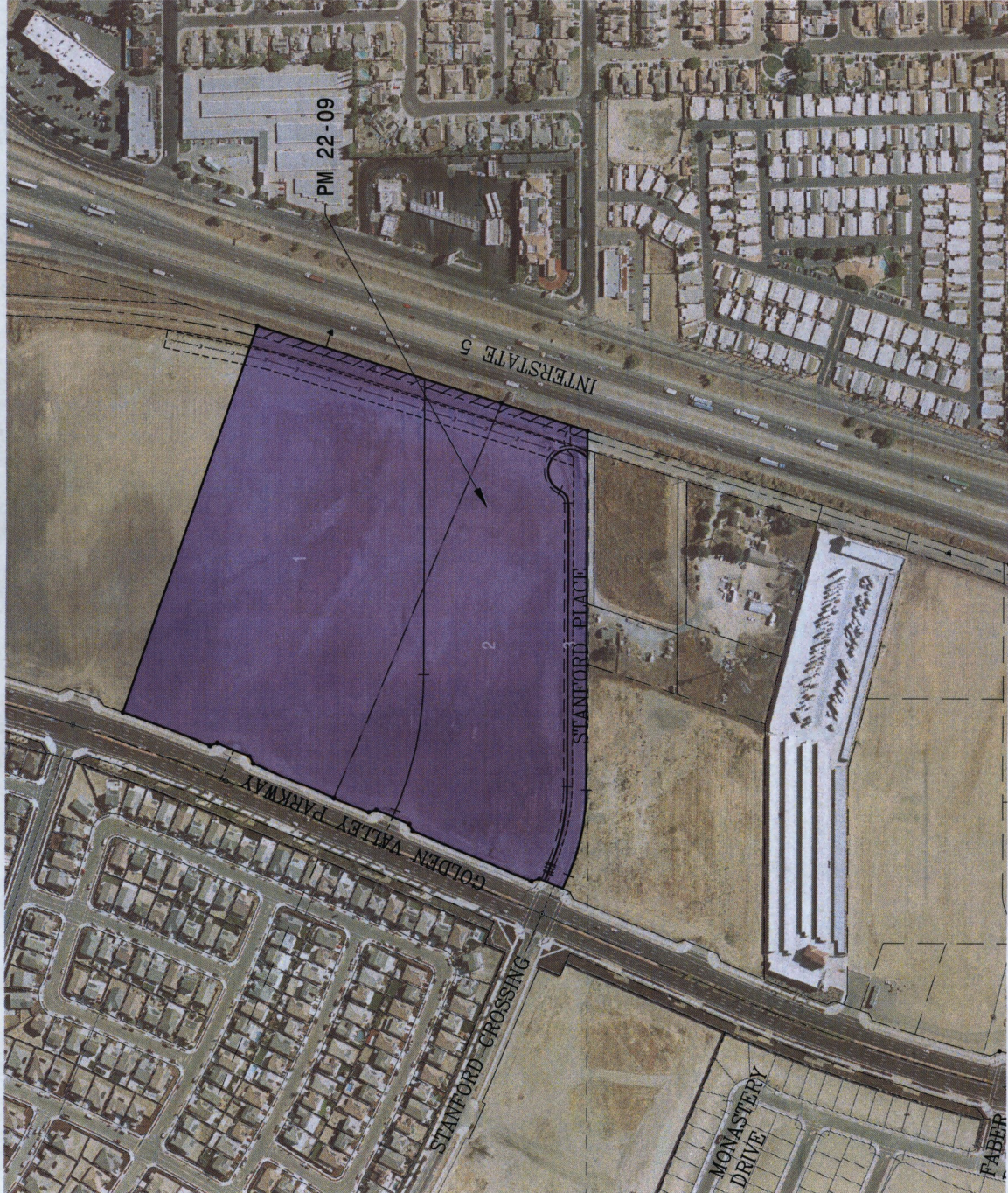


NORTH



SCALE: 1"=300'

CENTRAL LATHROP SPECIFIC PLAN - PARCEL MAP 22-09 SITE MAP



CENTRAL LATHROP SPECIFIC PLAN - PARCEL MAP 22-09 REGIONAL VICINITY MAP



## ITEM 4.12

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

**ITEM:** **REINSTATE AND EXTEND MASTER AGREEMENT AND APPROVE TASK ORDER NO. 9 WITH INTERWEST CONSULTING GROUP, INC. FOR PROFESSIONAL PROJECT SPECIFIC SERVICES IN THE BUILDING DEPARTMENT**

**RECOMMENDATION:** **Adopt Resolution Reinstating and Extending Master Consulting Agreement with Interwest Consulting Group, Inc. and Approving Task Order No. 9 to Provide Project Specific Plan Check and Inspection Services in the Building Department**

---

#### **SUMMARY:**

The Building Department is responsible for serving the public by ensuring that the safety initiatives incorporated into the current adopted California Codes and the Lathrop Municipal Code are enforced by plan check and inspections of on-site construction.

Due to the continued increase in construction and development activity related to land development, residential, commercial, and industrial projects, staff has requested a proposal from Interwest to provide continued project specific professional services in the Building Department.

The Master Agreement and the most recent Task Order had a termination date of December 30, 2022. In order to keep up with current Land Development projects, residential, commercial and industrial; staff is requesting that Council reinstate and extend the Master Agreement and approve Task Order No. 9 for Interwest to provide project specific professional services within the Building Department.

Staff is requesting City Council approve Task Order No. 9 with Interwest to continue to provide project specific professional services for Plan Check Services in the Building Department for an amount not to exceed \$400,000. The proposed Task Order No. 9 will be fully funded by plan check fees collected from development and costs for plan check services will only be incurred if the revenue has been received.

#### **BACKGROUND:**

The Building Department is responsible for serving the public by ensuring that the safety initiatives incorporated into the current adopted California Codes and the Lathrop Municipal Code are enforced by plan check and inspection of on-site construction.

**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING  
REINSTATE AND EXTEND MASTER AGREEMENT AND APPROVE TASK ORDER  
NO. 9 WITH INTERWEST CONSULTING GROUP, INC. FOR PROFESSIONAL  
PROJECT SPECIFIC SERVICES IN THE BUILDING DEPARTMENT**

Due to the continued increase in construction and development activity related to land development, residential, commercial, and industrial projects, staff has requested a proposal from Interwest to provide continued project specific professional services in the Building Department.

Table 1 below provides a summary of the previously approved task orders with Interwest to date.

**Table 1** – Summary of Previously Approved Task Orders

<b>Task Order No.</b>	<b>Date Approved</b>	<b>Building Department Scope Description</b>
1,2	2016	Staff Augmentation, Plan Check Services
3	2017	Plan Check Services
4,5	2018	Plan Check Services
6,7	2019	Plan Review, Building Inspection, and Permit Technician Services
8	2021	Plan Review, Building Inspection, and Permit Technician Services

**REASON FOR RECOMMENDATION:**

Continued professional services for project specific plan check and inspection services are needed for the Building Department to keep up with the continued increase in development and construction activity related to private land development and residential, commercial, and industrial projects.

**FISCAL IMPACT:**

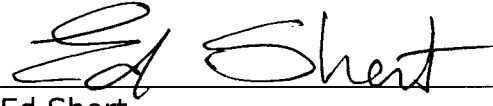
The cost of Task Order No. 9 is for an amount not to exceed \$400,000 and will be paid on a percentage basis of 2022-2024 billing rates. Sufficient funds have been included in the fiscal year 2022-23 approved budget detailed in attachment B and will be paid from funds allocated in the Building Department. Additionally, Task Order No. 9 will be fully funded by plan check fees collected from development, and costs for plan check services will only be incurred if the revenue has been received.

**ATTACHMENTS:**

- A. Resolution Reinstating and Extending Master Consulting Agreement with Interwest Consulting Group, Inc. And Approving Task Order No. 9 to Provide Project Specific Plan Check and Inspection Services in the Building Department
- B. Task Order No. 9 with Interwest Consulting Group, Inc. for Plan Check and Inspections Services in the Building Department
- C. Reinstated and Extended Master Agreement with Interwest Consulting Group Inc. dated, March 13, 2023.

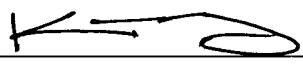


**CITY MANAGER'S REPORT**  
**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**  
**REINSTATE AND EXTEND MASTER AGREEMENT AND APPROVE TASK ORDER**  
**NO. 9 WITH INTERWEST CONSULTING GROUP, INC. FOR PROFESSIONAL**  
**PROJECT SPECIFIC SERVICES IN THE BUILDING DEPARTMENT**  
**APPROVALS:**



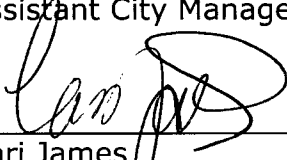
Ed Short  
Chief Building Official

3-6-2023  
Date



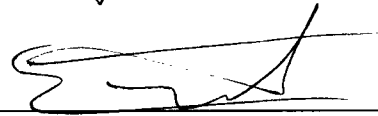
Michael King  
Assistant City Manager

3.6.2023  
Date



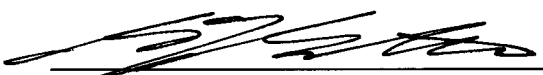
Cari James  
Finance Director

3/7/2023  
Date



Salvador Navarrete  
City Attorney

3-7-2023  
Date



Stephen J. Salvatore  
City Manager

3.8.23  
Date

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP REINSTATING AND EXTENDING MASTER CONSULTING AGREEMENT WITH INTERWEST CONSULTING GROUP, INC. AND APPROVING TASK ORDER NO. 9 TO PROVIDE PROJECT SPECIFIC PLAN CHECK AND INSPECTION SERVICES IN THE BUILDING DEPARTMENT**

**WHEREAS**, the Building Department is responsible for conducting plan check and onsite construction inspections; and

**WHEREAS**, due to the continued increase in construction activity related to private land development, residential, commercial, and industrial projects, staff requested a proposal from Interwest Consulting Group, Inc., (Interwest) to provide continued project specific professional Plan Check Services and Inspections; and

**WHEREAS**, the use of project specific professional services allows the Building Department to adjust to the changing demands when large projects or large volumes of plan review services or onsite inspections are required during unpredictable workload spikes; and

**WHEREAS**, the cost of Task Order No. 9 is not to exceed \$400,000 and will be paid on a percentage basis of 2022-2024 billing rates; and

**WHEREAS**, sufficient funds have been included in the fiscal year 2022-23 approved budget and will be paid from funds allocated to the Building Department professional services budget; and

**WHEREAS**, the proposed Task Order No. 9 will be fully funded by plan check fees collected from development and costs for plan check services will only be incurred if the revenue has been received; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the Reinstated and Extended Master Professional Consultant Agreement with Interwest Consulting Group Inc. and approve Task Order No. 9 for an amount not to exceed \$400,000 with Interwest Consulting Group, Inc. to provide project specific Building Plan Check Services and Inspections, pursuant to Master Professional Services Consulting Agreement with Interwest Consulting Group, Inc.

The foregoing resolution was passed and adopted this 13<sup>th</sup> day of March 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. 9**

**PURSUANT TO REINSTATED AND EXTENDED MASTER  
CONSULTING AGREEMENT APPROVED MARCH 13, 2023 WITH  
INTERWEST CONSULTING GROUP INC.**

**TO PROVIDE PROJECT SPECIFIC PLAN CHECK AND INSPECTION  
SERVICES IN THE BUILDING DEPARTMENT**

**THIS TASK ORDER NO.9**, dated for convenience this 13<sup>th</sup> day of March 2023 is by and made and entered into by and between **INTERWEST CONSULTING GROUP** ("CONSULTANT") and the **CITY OF LATHROP**, a California municipal corporation ("CITY");

**RECITALS:**

**WHEREAS**, on July 18, 2016, CONSULTANT entered into a Master Agreement and Task Order No. 1 and No. 2 ("AGREEMENT") with the CITY, by which the CONSULTANT has agreed to provide plan review, building inspection and permit technician services; and

**WHEREAS**, on April 17, 2017, City Council approved Task Order No. 3 to provide additional Building Department Professional Plan Check Services; and

**WHEREAS**, on January 18, 2018, the City issued Task Order No. 4 for Plan Check Services to the Public Works Department; and

**WHEREAS**, on February 12, 2018, the City issued Task Order No. 5 for Plan Check Services to the Public Works Department; and

**WHEREAS**, on April 8, 2019, the City issued Task Order No. 6 for Plan Check Services in the Building Department; and

**WHEREAS**, on August 12, 2019, the City issued Task Order No. 7 for Plan Check Building Inspection and Permit Technician Services in the Building Department; and

**WHEREAS**, on July 12, 2021 the City issued Task Order No. 8 for Plan Check Building Inspection and Permit Technician Services in the Building Department; and

**WHEREAS**, additionally, on July 12, 2021, City Council approved to reinstate Master Agreement and extend termination date to June 30, 2022; and

**WHEREAS**, CONSULTANT is specially trained, experienced, and competent to perform project specific Plan Check Services, which are required by this agreement; and

CITY OF LATHROP – TASK ORDER NO. 9 WITH INTERWEST CONSULTING GROUP INC. TO PROVIDE PROJECT SPECIFIC PLAN CHECK AND INSPECTION SERVICES IN THE BUILDING DEPARTMENT

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

**WHEREAS**, CONSULTANT is willing to render such building plan check services, as hereinafter defined, on the following terms and conditions;

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

**AGREEMENT**

**(1) Incorporation of Master Agreement**

This Task Order No. 9 hereby incorporates by reference all terms and conditions set forth in reinstated and extended Master Consulting Agreement for plan check and inspection services, unless specifically modified by this Task Order.

**(2) Scope of Service**

CONSULTANT agrees to perform project specific plan check and inspection services in accordance with the scope of work and fee proposal attached hereto as Exhibit “A” to this Task Order.

CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY’S satisfaction.

**(3) Effective Date and Term.**

The effective date of this Task Order No. 9 is March 13, 2023 and it shall terminate no later than June 30, 2024.

**(4) Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges not to exceed **\$400,000** for the Plan Check Services, at the detailed rates detailed 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.

CITY OF LATHROP – TASK ORDER NO. 9 WITH INTERWEST CONSULTING GROUP INC. TO PROVIDE PROJECT SPECIFIC PLAN CHECK AND INSPECTION SERVICES IN THE BUILDING DEPARTMENT

**(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 insurance have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

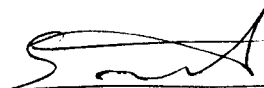
**(6) Signatures**

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

CITY OF LATHROP – TASK ORDER NO. 9 WITH INTERWEST CONSULTING GROUP INC. TO PROVIDE PROJECT SPECIFIC PLAN CHECK AND INSPECTION SERVICES IN THE BUILDING DEPARTMENT

Approved as to Form:

City of Lathrop  
City Attorney

  
\_\_\_\_\_  
Salvador Navarrete 3-7-2023  
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 Date  
City Manager

CONSULTANT:

Interwest Consulting Group Inc.  
1613 Santa Clara Drive, Suite 100  
Roseville, CA 95661

Fed ID # \_\_\_\_\_  
Bus License # \_\_\_\_\_

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

\_\_\_\_\_  
(Print Name and title)

December 19, 2022

City of Lathrop  
390 Towne Center DR  
Lathrop, CA 95330



Dear Sandra,

Interwest Consulting Group is pleased to present this letter of proposal to the City of Lathrop and Interwest Consulting Group, Inc. For Professional Building Plan Review Services and Building Inspection.

**COMPENSATION:**

For complete plan review services for projects reviewed by our office, we propose **a fee equal to 65%** of the plan review fees based on your adapted fee schedule. Plan Review services will include an initial first review and two back-check reviews of the plan. Any additional plan review services required beyond the third review will be billed at our hourly rate listed within the Schedule of Hourly Billing Rates Shown below,

For in-house services, we propose utilizing the hourly rate listed within the Schedule of Hourly Billing Rates for the specific classification unitized for the services. We are willing to negotiate a mutually acceptable fee for large projects and special projects on a case-by-case basis.

For structural only and other partial reviews such as foundation only, primary reviews, or others, we propose to negotiate a mutually agreeable fixed fee based on the specific service requested or provide services on an hourly basis using the rates listed in our Schedule of Hourly Billing Rates shown below.

**PLAN REVIEW – FEE SCHEDULE**

The rate displayed in the fee schedule below reflects Interwest's' current fees. Hourly rates are typically reviewed yearly on July 1<sup>st</sup> and may be subject to revision unless under a specific contractual obligation. Our rates will be firm for the first year of an agreement. In addition, there is no charge for shipping, supply, or material costs.

**PRICE INCREASE**

No price increase will occur during the first year of the Contract, and fee quotes for specific services shall remain firm throughout that project. Thereafter, rates will be increased annually on July 1<sup>st</sup>. The hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, all items (CPI-U), Not Seasonally Adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality of CPI for cities of similar size within the applicable region from the previous calendar year, such increase, however not to exceed 4% per annum. This increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.



**HOURLY RATES:**

Interwest Consulting Group proposes the following fees for Remote Professional Building Plan Review Services and Building Inspection Services:

**Schedule of Hourly Billing Rate**

<b>Classification</b>	<b>Hourly Billing Rate</b>
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect	\$145
Senior Plans Examiner	\$125
CASp	\$120
Inspector III	\$105
Inspector II	\$95
Inspector I	\$85
Permit Technician	\$75
Fire Protection Engineer	\$145
Senior Fire Plans Examiner	\$125
Fire Plans Examiner / Fire Inspector	\$110
ICC Building Plans Examiner	\$110
Solar Fee	\$175

• **EXPEDITED REVIEWS-**

Expedited Reviews, when requested and availability allows, shall invoice at 150% of the above rates

• **INSPECTOR FEES**

- Overtime will be 150% of the above hourly fees
- Inspector fees – 4-hour minimum
- Mileage calculated in accordance to IRS

**CONTRACTUAL INFORMATION**

- Interwest Consulting Group, Inc  
Address: 1613 Santa Clara Dr, #100, Roseville, CA 95661  
Interwest Corporate Office  
Address: 444 N. Cleveland Ave, Loveland, CO 80537
- Signature Authority: Paul Meschino – President
- DocuSign email: [pmeschino@interwestgrp.com](mailto:pmeschino@interwestgrp.com), CC: [mharo-sullivan@interwestgrp.com](mailto:mharo-sullivan@interwestgrp.com)

Sincerely



Paul Meschino  
President  
Interwest Consulting Group

**REINSTATED AND EXTENDED MASTER CONSULTANT AGREEMENT  
BETWEEN THE CITY OF LATHROP AND INTERWEST CONSULTING  
GROUP INC**

**TO PROVIDE PLAN REVIEW, BUILDING INSPECTION AND PERMIT  
TECHNICIAN SERVICES**

**THIS AGREEMENT**, dated for convenience this **13<sup>th</sup> day of March 2023**, is by and between **Interwest Consulting Group**. ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

**RECITALS:**

**WHEREAS**, Council approved a Master Agreement with Interwest Consulting Group on July 18, 2018 that expired on June 30, 2019; and

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

**WHEREAS**, CITY and CONSULTANT agreed to reinstate the Interwest Master Consulting Agreement and extend termination date to June 30, 2026 ("Agreement"); and

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

**AGREEMENT**

**(1) Scope of Service**

CONSULTANT agrees to perform Plan Review, Building Inspection and Permit Technician Services in conformance with an approved Scope of Work submitted by the CONSULTANT. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and CITY'S satisfaction.

**(2) Compensation**

CITY hereby agrees to pay CONSULTANT the amount indicated in each approved Task Order, for the Plan Review, Building Inspection and Permit Technician Services. City agrees to pay CONSULTANT within thirty (30) days of receipt of billings containing all information required per 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 an approved Task Order Scope of Work unless CITY's authorized representative executes a written change order or authorization describing the extra work and payment terms prior to the commencement of the work.

CITY OF LATHROP – REINSTATING AND EXTENDING MASTER CONSULTANT AGREEMENT BETWEEN THE CITY OF LATHROP AND INTERWEST CONSULTING GROUP INC

**(3) Effective Date and Term**

The original term agreement was **August 12<sup>th</sup>, 2019** with a termination date of **June 30, 2022**. The City is asking to reinstate and extend the Master Consultant Agreement on **March 13, 2023**, and it shall terminate no later than **June 30, 2026**.

**(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 describe in each approved Task Order to the City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

**(5) Billings**

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.

**(7) Assignment of Personnel**

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.

The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Ron Beehler, SE, CBO**, CONSULTANT shall not replace its Authorized Representative without the prior written approval by the CITY.

CITY OF LATHROP – REINSTATING AND EXTENDING MASTER CONSULTANT AGREEMENT BETWEEN THE CITY OF LATHROP AND INTERWEST CONSULTING GROUP INC

**(8) 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.

**(9) 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. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars 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

CITY OF LATHROP – REINSTATING AND EXTENDING MASTER CONSULTANT AGREEMENT BETWEEN THE CITY OF LATHROP AND INTERWEST CONSULTING GROUP INC

form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

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

CITY OF LATHROP – REINSTATING AND EXTENDING MASTER CONSULTANT AGREEMENT BETWEEN THE CITY OF LATHROP AND INTERWEST CONSULTING GROUP INC

- (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 One Million Dollars (\$1,000,000) 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

CITY OF LATHROP – REINSTATING AND EXTENDING MASTER CONSULTANT AGREEMENT BETWEEN THE CITY OF LATHROP AND INTERWEST CONSULTING GROUP INC

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.

**(10) 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

CITY OF LATHROP – REINSTATING AND EXTENDING MASTER CONSULTANT AGREEMENT BETWEEN THE CITY OF LATHROP AND INTERWEST CONSULTING GROUP INC

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.

**(11) 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.

**(12) Business Licenses**

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

**(13) Termination**

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.



CITY OF LATHROP – REINSTATING AND EXTENDING MASTER CONSULTANT AGREEMENT BETWEEN THE CITY OF LATHROP AND INTERWEST CONSULTING GROUP INC

**(14) 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.

**(15) Notices**

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

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

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

CONSULTANT: Interwest Consulting Group  
Ron Beehler, SE, Regional Manager  
1613 Santa Clara Drive, Suite 100  
Roseville, CA 95661

Fed ID # \_\_\_\_\_  
Bus License # \_\_\_\_\_

**(16) Miscellaneous**

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

CITY OF LATHROP – REINSTATING AND EXTENDING MASTER CONSULTANT AGREEMENT BETWEEN THE CITY OF LATHROP AND INTERWEST CONSULTING GROUP INC

- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

CITY OF LATHROP – REINSTATING AND EXTENDING MASTER CONSULTANT AGREEMENT BETWEEN THE CITY OF LATHROP AND INTERWEST CONSULTING GROUP INC

- (k) 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.

- (l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

**(17) Notice to Proceed**

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

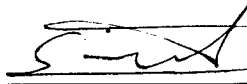
**(18) Signatures**

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the 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 – REINSTATING AND EXTENDING MASTER CONSULTANT AGREEMENT BETWEEN THE CITY OF LATHROP AND INTERWEST CONSULTING GROUP INC

Approved as to Form:

City of Lathrop  
City Attorney

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

3-7-2023

\_\_\_\_\_  
Date

Recommended for Approval:

City of Lathrop  
Assistant City Manager

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

\_\_\_\_\_  
Date

Approved by:  
Resolution No.

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

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

\_\_\_\_\_  
Date

CONSULTANT:

Interwest Consulting Group  
Ron Beehler, SE, Regional Manager  
1613 Santa Clara Drive, Suite 100  
Roseville, CA 95661

Fed ID # \_\_\_\_\_  
Bus License # \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name and Title)

## ITEM 4.13

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

**ITEM:** **ACCEPT THE GENERAL PLAN HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2022**

**RECOMMENDATION:** **Adopt a Resolution Accepting the General Plan Housing Element Annual Progress Report for Calendar Year 2022 and Authorize Staff to Submit the Report to the Governor's Office of Planning and Research and State Department of Housing and Community Development.**

**CEQA STATUS:** **Not a Project as Defined in Article 20 § 15379 of the California Environmental Quality Act (CEQA) Guidelines**

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#### **SUMMARY:**

The purpose of the APR is to provide the City Council and the State with the City's progress on the General Plan Housing Element's implementation programs and status towards meeting the City's fair share of the Regional Housing Needs Allocation (RHNA).

Each year, California cities are required to prepare an annual progress report (APR) on the status of implementing the General Plan Housing Element, and to submit the report to the State Department of Housing and Community Development (HCD) and the Governor's office of Planning and Research (OPR). Using a form provided by HCD, Staff provides data to create a snapshot of housing production across affordability levels, a listing of development applications received, and an update on housing program implementation. The annual progress report must be provided to the City Council for review and authorization prior to sending to the State.

#### **BACKGROUND:**

The City Council adopted the City's Housing Element on December 9, 2019 and received certification by HCD on February 7, 2020. The Housing Element is one (1) of seven (7) mandated elements of the City's General Plan and includes information related to the City's existing housing needs, an analysis of the City's population and employment trends, household characteristics, an inventory of land suitable for residential development and goals, policies and programs intended to meet the identified housing needs and state-mandated requirements.

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Under California Government Code Section 65400(2), Planning Staff is required to prepare a General Plan Housing Element Annual Progress Report for review by the City Council and submittal to OPR and HCD by April 1<sup>st</sup> of each year.

As part of the update to the City’s Housing Element, the City is required to identify sites to accommodate its fair share of the RHNA, as established by HCD and managed by the San Joaquin Council of Governments (SJCOG).

In summary, the RHNA process allocates the State’s future housing needs to each County. The State HCD identifies housing needs for each region in response to projected population and household growth, and mandates that each Council of Governments (COG) distribute the RHNA to each jurisdiction (Cities and Counties). The City’s 2019 Housing Element update identified a number of sites that could accommodate the City’s fair share of the RHNA, in all income categories. The following table represents the City’s RHNA (excerpt from the 2019 General Plan Housing Element):

**TABLE 1: REGIONAL HOUSING NEEDS ALLOCATION (2014-2023) PROGRESS**

Status	Extremely Low	Very Low	Low	Moderate	Above Moderate	TOTAL
<b>RHNA Allocation</b>	<b>526</b>	<b>493</b>	<b>759</b>	<b>957</b>	<b>2,421</b>	<b>5,156</b>
Built	0	0	0	29 <sup>1</sup>	1,571	1,600
Under Construction/ Permitted	0	0	0	0 <sup>2</sup>	197	197
<b>Remaining Allocation</b>	<b>526</b>	<b>493</b>	<b>759</b>	<b>928</b>	<b>653</b>	<b>3,359</b>

<sup>1</sup>INCLUDES 18 HOMES BUILT IN 2014 AND 9 HOMES BUILT IN 2015 SOLD AT MARKET-RATE PRICES AFFORDABLE TO MODERATE INCOME HOUSEHOLDS AND INCLUDES 2 ADUS BUILT IN 2017 AND 2018

<sup>2</sup>104 BUNGALOW UNITS ARE UNDER CONSTRUCTION IN RIVER ISLANDS; THESE UNITS WILL BE MONITORED AS THE DENSITY AND SIZE OF THE UNITS MAY YIELD MARKET-RATE SALES PRICES AFFORDABLE TO MODERATE INCOME HOUSEHOLDS.

<sup>3</sup>THERE IS THE POTENTIAL FOR SOME OR ALL OF THE APPROVED 350 MULTIFAMILY UNITS TO BE DEVELOPED AS AFFORDABLE UNITS, IF THE DEVELOPER SEEKS ADDITIONAL FUNDING OR SELLS ONE OR MORE OF THE PROJECTS TO AN AFFORDABLE HOUSING DEVELOPER.

SOURCE: SAN JOAQUIN COUNCIL OF GOVERNMENTS, 2014; ZILLOW.COM; CITY OF LATHROP, 2019

Each income category is defined as a percentage of the Area Median Income (AMI), as established by HCD which is currently \$74,988 for a four-person household. The income categories are then used to calculate housing affordability for rental and owner occupied housing. Each income category is defined as follows:

- Extremely Low Income Households have a combined income at or lower than 30 percent of AMI.
- Very Low Income Households have a combined income between 30 and 50 percent of AMI.
- Low Income Households have a combined income between 50 and 80 percent of AMI.
- Moderate Income Households have a combined income between 80 and 120 percent of AMI.

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- Above Moderate Income Households have a combined income greater than 120 percent of AMI

The State Income Limits, as illustrated in the City’s 2019 Housing Element are as follows:

**TABLE 30: STATE INCOME LIMITS – SAN JOAQUIN COUNTY (2019)**

Income Group	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low	\$14,700	\$16,910	\$21,330	\$25,750	\$30,170	\$34,590	\$39,010	\$43,430
Very Low	\$24,500	\$28,000	\$31,500	\$35,000	\$37,800	\$40,600	\$43,400	\$46,200
Low	\$39,200	\$44,800	\$50,400	\$56,000	\$60,500	\$65,000	\$69,450	\$74,950
Moderate	\$60,000	\$68,550	\$77,150	\$85,700	\$92,550	\$99,400	\$106,250	\$113,100
Above Moderate	\$60,000+	\$68,550+	\$77,150+	\$85,700+	\$92,550+	\$99,400+	\$106,250+	\$113,100+

*SOURCE: HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT, 2019*

In order to provide an idea of affordable housing costs by income group, affordable home sale prices are estimated for one, two, four, and six person households.

**TABLE 31: HOUSING AFFORDABILITY BY INCOME GROUP**

Income Group	One Person		Two Person		Four Person		Six Person	
	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost
Extremely Low	\$51,100	\$367	\$58,100	\$422	\$86,000	\$643	\$114,900	\$864
Very Low	\$89,000	\$612	\$100,400	\$700	\$123,100	\$875	\$141,200	\$1,015
Low	\$138,000	\$980	\$155,600	\$1,120	\$190,900	\$1,400	\$219,200	\$1,625
Moderate	\$226,600	\$1,500	\$255,500	\$1,713	\$313,400	\$2,142	\$359,600	\$2,485
Above Moderate	\$226,600+	\$1,500+	\$255,500+	\$1,713+	\$313,400+	\$2,142+	\$359,600+	\$2,485+

*\*MAXIMUM AFFORDABLE SALES PRICE IS BASED ON THE FOLLOWING ASSUMPTIONS: 5% INTEREST RATE, 30-YEAR FIXED LOAN, DOWNPAYMENT: \$5,000 – EXTREMELY LOW, \$10,000 – VERY LOW; \$15,000 - LOW, \$25,000 – MODERATE, PROPERTY TAX, UTILITIES, AND HOMEOWNERS INSURANCE AS 30% OF MONTHLY HOUSING COST (EXTREMELY LOW), 28% OF MONTHLY HOUSING COST (LOW), AND 25% OF MONTHLY HOUSING COST (MODERATE/ABOVE MODERATE). HOMES SALES PRICES ARE ROUNDED TO NEAREST \$100.  
SOURCE: DE NOVO PLANNING GROUP, 2019*

An excerpt from the City’s 2019 General Plan Housing Element related to RHNA, state income limits, and housing affordability is attached to this Staff Report as Attachment 3.

The forms provided by HCD were originally adopted in 2010 and have recently been updated pursuant to Assembly Bill 879 (AB 879) and Senate Bill 35 (SB35), which now include information related to the number of development applications received and approved and list of sites rezoned to address RHNA shortfall.

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In summary, the forms require the following information:

- Status of the plan and progress in its implementation
- Progress in meeting its share of the regional housing needs
- The number of housing development applications received in the prior year
- The number of units included in all development applications in the prior year
- The number of units approved and disapproved in the prior year
- The degree to which its approved general plan complies with the adopted General Plan guidelines
- Site rezoned to accommodate that portion of the City’s share of the regional housing need for each income level.
- Number of building permits issued and development applications received using the streamlined review process (SB 35).
- Locally owned lands included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of.
- Locally owned or controlled lands declared surplus pursuant to Government Code Section 54221, or identified as excess pursuant to Government Code Section 50569.

The Planning Commission considered the Housing Element Annual Progress Report for Calendar Year 2022 at their February 15, 2023 meeting. At the conclusion of the public meeting, the Planning Commission voted 5-0 to recommend the City Council accept the Housing Element Annual Progress Report for Calendar Year 2022 and authorize staff to submit the report to OPR and HCD (Attachment 4).

**ANALYSIS:**

Staff has prepared the 2022 Lathrop Housing Element Annual Progress Report, included as Attachment 2.

New Applications Received

The City received nineteen (19) residential entitlement applications for new residential development that may result in 1,738 new dwelling units. The City received and processed the following applications in 2022:

**Architectural Design Review – River Islands**

Lennar Driftway	95 single-family dwelling units
Pulte Village C & R	43 single-family dwelling units
Pulte Del Webb	905 age-restricted single-family dwelling units

**Architectural Design Review – Central Lathrop**

Richmond American Phase 1C	104 single-family dwelling units
D.R. Horton Phase 1C	87 single-family dwelling units



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**Residential Subdivisions**

Queirolo Road Subdivision & Horton Eagles Landing ADR      84 single-family dwelling units  
Alaniz Estates Subdivision      8 single-family dwelling units

**New Home Construction**

The City issued a total number of 958 residential building permits in 2022, which represents a decrease of 171 less than 2021 (a total of 1,129 residential building permits issued in 2021). Of the 958 residential building permits, 924 are single-family residential units and are considered "Above Moderate" affordability. The remaining 34 residential building permits are for multi-family dwelling units (apartments) (29 units) and accessory dwelling units (5 units) and are considered "Moderate" affordability.

**Progress Towards Meeting RHNA**

As illustrated in Table B of the HCD Forms below, the City has issued 4,496 building permits for residential development for the 2014 – 2023 Housing Element Planning Period.

Income Level		RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	1019										1019
	Non-Deed Restricted											
Low	Deed Restricted	759										759
	Non-Deed Restricted											
Moderate	Deed Restricted	957									361	596
	Non-Deed Restricted						148	179	34			
Above Moderate		2421	343	170	297	383	389	679	950	924	4,135	-
Total RHNA		<b>5156</b>										
Total Units			<b>343</b>	<b>170</b>	<b>297</b>	<b>383</b>	<b>389</b>	<b>827</b>	<b>1,129</b>	<b>958</b>	<b>4,496</b>	<b>2,374</b>

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HOUSING ELEMENT ANNUAL PROGRESS REPORT**

**PAGE 6**

**RECOMMENDATION:**

The Planning Commission and staff recommend that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, take the following actions:

Adopt the proposed resolution to accept the Housing Element Annual Progress Report for Calendar Year 2022 and authorize staff to submit the report to the OPR and HCD.

**CEQA STATUS:**

The proposed Housing Element Annual Progress Report for Calendar Year 2022 is not considered a project as defined in Article 20 § 15378 of the California Environmental Quality Act (CEQA) Guidelines. This report does not authorize construction of any housing. However, the housing units reported as being permitted for construction are subject to their individual environmental review document previously established, reviewed and approved by the City.

**FISCAL IMPACT:**

The request has no fiscal impact to the City other than staff time to prepare the report.

**ATTACHMENTS:**

1. Resolution for Housing Element Annual Progress Report for Calendar Year 2022
2. Housing Element Annual Progress Report for Calendar Year 2022
3. Affordability & RHNA Explanation. Excerpt from the City's 2019 General Plan Housing Element
4. Planning Commission Resolution No. 23-1

**CITY MANAGERS REPORT  
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HOUSING ELEMENT ANNUAL PROGRESS REPORT**

**APPROVALS:**



David Niskanen  
Contract Planner

2/16/2023

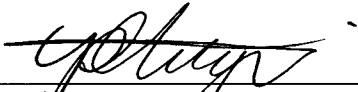
Date



Mark Meissner  
Community Development Director

2-16-23

Date



Rick Caguiat  
Assistant Community Development Director

2-16-23

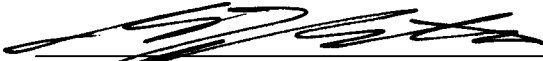
Date



Salvador Navarrete  
City Attorney

2-16-2023

Date



Stephen J. Salvatore  
City Manager

2-23-23

Date

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING THE GENERAL PLAN HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2022 AND AUTHORIZING STAFF TO SUBMIT THE REPORT TO THE GOVERNOR'S OFFICE OF PLANNING AND RESEARCH AND THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

**WHEREAS**, California Government Code Section 65400(2) requires the planning agency to provide an annual report to the City Council, the Governor's Office of Planning and Research and the State Department of Housing and Community Development (HCD) regarding progress toward implementation of the housing element of the general plan; and

**WHEREAS**, planning staff has prepared an annual progress report for the calendar year 2022, utilizing the prescribed forms and instructions provided by the State Department of Housing and Community Development; and

**WHEREAS**, the Planning Commission held a public meeting and adopted Resolution No. 23-1, recommending the City Council accept the report and authorize staff to submit the report to the Governor's Office of Planning and Research and the State Department of Housing and Community Development; and

**WHEREAS**, the proposed Housing Element Annual Progress Report for Calendar Year 2022 is not considered a project as defined in Article 20 § 15378 of the California Environmental Quality Act (CEQA) Guidelines; and

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

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Lathrop does hereby find the proposed Housing Element Annual Progress Report for Calendar Year 2022 is not considered a project as defined in Article 20 § 15378 of the California Environmental Quality Act (CEQA) Guidelines.

**BE IT FURTHER RESOLVED** that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings, its findings above and pursuant to its independent review and consideration, hereby receives and accepts the annual progress report on the Housing Element, attached and incorporated by reference herein, and authorizes staff to forward the report to the Governor's Office of Planning and Research and the State Department of Housing and Community Development pursuant to Government Code Section 65400(2).

**PASSED AND ADOPTED** by the City Council of the City of Lathrop at a regular meeting on the 13<sup>th</sup> day of March, 2023 by the following vote:

AYES:

NOES:

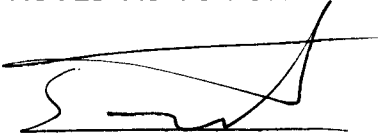
ABSTAIN:

ABSENT:

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

ATTEST:

APPROVED AS TO FORM:



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

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

# ATTACHMENT " 2 "

<b>Jurisdiction</b>	Lathrop	
<b>Reporting Year</b>	2022	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	5th Cycle	12/31/2015 - 12/31/2023

<b>Building Permits Issued by Affordability Summary</b>		
<b>Income Level</b>		<b>Current Year</b>
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	34
Above Moderate		924
<b>Total Units</b>		<b>958</b>

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

<b>Units by Structure Type</b>	<b>Entitled</b>	<b>Permitted</b>	<b>Completed</b>
SFA	0	0	0
SFD	1326	924	0
2 to 4	0	0	0
5+	0	29	0
ADU	0	5	0
MH	0	0	0
<b>Total</b>	<b>1326</b>	<b>958</b>	<b>0</b>

<b>Housing Applications Summary</b>	
Total Housing Applications Submitted:	7
Number of Proposed Units in All Applications Received:	1,326
Total Housing Units Approved:	1,326
Total Housing Units Disapproved:	0

<b>Use of SB 35 Streamlining Provisions</b>	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

<b>Units Constructed - SB 35 Streamlining Permits</b>			
<b>Income</b>	<b>Rental</b>	<b>Ownership</b>	<b>Total</b>
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Cells in grey contain auto-calculation formulas

# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

Jurisdiction	Lathrop
Reporting Year	2022 (Jan. 1 - Dec. 31)

Table D

### Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
<p><b>Program 1a</b></p>	<p>To ensure adequate sites for extremely low, very low, low, and moderate income housing are available throughout the planning period to meet the City's RHNA, the City will continue to biennially update the inventory of lower and moderate income sites (Appendix A). The update shall remove sites that have been developed and add any replacement or new sites. The update shall ensure that the inventory of residential sites continues to include sites appropriate for a variety of single family and multifamily housing types as well as sites to accommodate single room occupancies and emergency shelters.</p>	<p>Update inventory on a biennial basis and make inventory available at City Hall and on the City website.</p>	<p>The City continues to maintain the inventory of residential sites (Appendix A of the Housing Element). As development occurs, the inventory will be updated and published. Inventory developed as part of the Housing Element will be maintained through the Housing Element Planning Period.</p>

<p><b>Program 1b</b></p>	<p>Continue to monitor the amount of land zoned for both single family and multifamily development and ensure that land use and zoning decisions do not reduce sites available for affordable housing. See <i>Program 1b in the Housing Element for the full language.</i></p>	<p>Ongoing through the development review process</p>	<p>The City continues to monitor and maintain the amount of land zoned for both single family and multi-family developments and ensure land use and zoning decisions do not reduce sites availability for affordable housing.</p>
<p><b>Program 1c</b></p>	<p>Continue to encourage development of well-designed and innovative projects that provide for the development of compatible residential, commercial, industrial, institutional, and/or public uses within a single project or neighborhood by continuing to implement the West Lathrop and Central Lathrop Specific Plans, which encourage mixed use development as well as a range of uses through allowing higher building intensities, reduced parking requirements, reduced set-back and yard requirements, allow for a higher building height, and greater floor area ratios.</p>	<p>Ongoing</p>	<p>The City continues to encourage well designed and innovative projects within the West Lathrop and Central Lathrop Specific Plans. The West Lathrop Specific Plan continues to be built-out and as development occurs, the City reviews Architecture, Landscaping, and Development Plan for consistency with the West Lathrop Specific Plan and the River Islands Urban Design Concept as well as associated neighborhood specific Architecture Design Guidelines and Standards. Development within the Central Lathrop Specific Plan began in 2019 and will continue to occur within the Housing Element Planning Period.</p>



<p><b>Program 1d</b></p>	<p>Support affordable or special needs (including senior, disabled, developmentally disabled, farmworker, homeless, large family, and single female head of family) housing projects applications for federal, state, and/or regional programs, including CDBG, HOME, project-based Section 8/211, Low Income Housing Tax Credit, and HCD grant programs, that may be used for the development and on-going affordability of lower income and special needs housing. Support for applications shall be provided through staff technical assistance with the application (e.g., assisting with completing application components related to development review and environmental compliance) where appropriate and City Council consideration of resolutions indicating local support for each project.</p>	<p>Ongoing on a project-by-project basis</p>	<p>The City continues to support affordable or special needs housing projects. As applications for such developments are received, the City will assist applicant(s) in preparing and submitting grant applications for funding. No affordable or special needs housing grants were submitted in 2022.</p>
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<p><b>Program 1e</b></p>	<p>Evaluate State-administered funding programs on a biennial basis to determine if there are additional programs appropriate to encourage affordable housing development or for the City to use to augment First Time Homebuyer program for lower income households and request funds when appropriate and available. As soon as possible, request SB 2 funds to develop additional housing incentives, such as reduced fee structures for senior, disabled, and other special needs housing where a nexus can be demonstrated that service demands for such housing are less than typical single family or multifamily housing, pre-approved plans for small-scale infill housing projects that include an affordable component, and a plan for use of future SB 2 funds.</p>	<p>Biennially (by December 31st of 2021 and 2023); SB 2 funding to be requested concurrently with Housing Element Update (2019)</p>	<p>The City will evaluate State-administered funding programs on a biennial basis to determine if there are additional programs appropriate to encourage affordable housing development or for the City to use to augment First Time Homebuyer program for lower income households and request funds when appropriate and available. The City received approval for SB 2 funding from HCD for a variety of programs, including Accessory Dwelling Unit (ADU) pre-approved building plans and objective residential design guidelines.</p>
<p><b>Program 1f</b></p>	<p>Continue to consider regional development through working with SJCOC and local jurisdictions to plan for high quality regional development, including adequate affordable housing, by reviewing SJCOC data and online resources to track regional development, and by providing input into the development of the methodology for allocating the region's Regional Housing Needs Allocation.</p>	<p>Ongoing</p>	<p>The City continues to monitor and support development within San Joaquin. The City works closely with the City of Manteca and San Joaquin County to ensure development is compatible with adjacent jurisdictions and uses.</p>

<p><b>Program 1g</b></p>	<p>Continue to address and encourage lower income housing, special populations, and homeless needs on an annual basis through developer and service provider outreach and through participation in the Urban County/County Continuum of Care. As part of the development of the Annual Action Plan for CDBG/HOME funding, contact potential housing developers and service providers and encourage their submittal of funding applications and housing proposals that use the City's allocation as well as the Countywide allocation of funds for extremely low income housing, very low income housing, and low income housing as well as housing for disabled, seniors, veterans, homeless, and other special needs populations. See <i>Program 1g in the Housing Element for the full language.</i></p>	<p>With Annual Action Plan public hearing notices</p>	<p>The City continues to encourage developers to submit housing proposals for low-income housing. The City, in coordination with San Joaquin County, manages CDBG funds for public facilities, the GAP Loan Program (down payment assistance), HOME Programs (First Time Home Buyer Programs), and the property Rehabilitation Program. Collectively, these are called Home Loan Funds and are administered by the San Joaquin County Neighborhood Preservation Division. Information related to CDBG is provided via the City's website, under the Economic Development webpage.</p>
<p><b>Program 1h</b></p>	<p>Maintain information regarding homeless shelters and services available to City residents. This information shall be available at City Hall, the Lathrop Community Center, the Library, and on the City's website.</p>	<p>Ongoing; distribute brochures on a monthly basis or as-needed</p>	<p>The City will maintain information related to Homeless Shelters and services available to City residents.</p>
<p><b>Program 1i</b></p>	<p>The City shall participate with San Joaquin County's efforts to address farmworker housing needs. Participation with the County may include identification of potential sites and funding sources available for farm labor housing.</p>	<p>As needed</p>	<p>The City will work with San Joaquin County to address farmworker housing. Participation may include identification of sites available in the City for such a development and identification of funding sources.</p>

<p><b>Program 1j</b></p>	<p>Continue to work with the San Joaquin Housing Authority by providing housing information requested by the Housing Authority in a timely manner. Encourage the Housing Authority to issue more vouchers to City residents in need and to make efforts to increase the use of vouchers for rental of single family homes due to the City's limited supply of multifamily housing.</p>	<p>Ongoing; including Housing Authority in annual mailing under program 1g</p>	<p>The City will provide any information the San Joaquin County Housing Authority needs and/or requests. No action in 2021.</p>
<p><b>Program 1k</b></p>	<p>Continue to permit Planned Development District zoning that promotes a variety of housing types in the City through the utilization of innovative development techniques and flexible standards, such as: zero lot lines, clustering of dwelling units, narrower streets, increased densities, and fewer dedication requirements.</p>	<p>Ongoing</p>	<p>As development occurs and development applications are received, the City will review and make recommendations towards Planned Development Zoning. In addition, as inquiries are received on particular properties, the City will evaluate whether a Planned Development Zoning would benefit the Project. No Planned Development Rezone requests were processed in 2022.</p>

<p><b>Program 11</b></p>	<p>Facilitate the development of market rate rental housing and affordable for-sale and rental housing, including housing for extremely low, very low, and low income groups and special needs populations, through the following: • Regulatory incentives, such as expediting permit processing, deferred fees, and/or reduced parking requirements based on the bedroom mix of the project; and • Encourage developers to utilize the density bonus and incentive provisions required by State law; and • Publicize these incentives for market rate housing to developers and/or other interested parties by providing informational flyers at the Community Development Department's counter and in development project applications.</p>	<p>Ongoing</p>	<p>The City did not receive an application for extremely low, very low, and low income groups and special needs populations in 2022.</p>
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<p><b>Program 1m</b></p>	<p>Encourage a range of housing types for the developmentally disabled through coordination with the Valley Mountain Regional Center to identify needed housing types, such as independent living opportunities and group homes and other facilities that provide assistance to residents. Projects that provide housing for developmentally disabled persons will be assisted through priority/expedited processing, assistance with funding applications, and assistance with any density bonus requests for a density bonus, reduced development standards (e.g., minimum lot size, setbacks, parking, etc) or other incentives. Continue to refer households with a developmentally disabled member to the Valley Mountain Regional Center for assistance.</p>	<p>Ongoing</p>	<p>This program is ongoing. The City encourages development of a variety of housing typies, including housing for developmentally disabled. Residents requesting information regarding housing for the developmentally disabled are directed to the Valley Mountain Regional Center.</p>
<p><b>Program 1n</b></p>	<p>Revise the Zoning Code to require ministerial approval, which may include site plan review, for housing developments that include a minimum of 20 percent of units affordable to lower income households on the following sites consistent with Government Code 65583.2: 1: 21331033 2: 21321006 3: 19121017 5: 19122032 6: 19122039 7: 19122040 8: 19122059 11: 19608021 12: 19608026 13: 19608072</p>	<p>No later than December 1, 2022 due to statutory requirements to be completed within 3 years of Housing Element adoption</p>	<p>The City adopted Ordinance No. 22-442 in November 2022 that clarified that housing developments that include a minimum 20 percent of units affordable to lower income households shall be ministerial and exempt from Site Plan Review. This language was added to Multifamily Residential Districts. This program is complete.</p>

<p><b>Program 2a</b></p>	<p>Continue to offer pre-application meetings to all developers with various City staff representing numerous City departments (e.g. planning, building, engineering, etc.) to discuss project design, city standards, necessary public improvements, and funding strategies.</p>	<p>Ongoing</p>	<p>The City continues to offer pre-application meetings to all developers within the community. The City had nine (9) pre-application meetings with developers in 2022, including a pre-application for a residential subdivision.</p>
<p><b>Program 2b</b></p>	<p>Provide incentives to encourage the development of special needs and affordable housing. This program is anticipated to assist at least four projects, in coordination with other applicable programs. Incentives shall include: • Allowing developers to submit concurrent "piggyback" applications (e.g., rezones, tentative tract maps, conditional use permits, variance requests, etc.) to streamline processing of development projects that require multiple City approvals or entitlements; • Provide technical assistance with the entitlement process for projects that propose extremely low-, very low-, and low-income housing or that include a significant portion of units for special needs households. • Consideration of fee waivers or fee deferrals, where deemed appropriate, projects providing housing for extremely low-, very low-, and low income households or special needs households. See <i>Program 2b in the Housing Element for the full language.</i></p>	<p>Ongoing</p>	<p>The City continues to offer incentives through the options listed in Program 2b. The City allows developers to submit concurrent/ "piggyback" applications to streamline processing of development projects that require multiple City approvals, provide technical assistance with the entitlement process, and will consider fee waivers for projects that proposed low-income housing. This program is ongoing.</p>

<p><b>Program 2c</b></p>	<p>Continue to monitor average processing times for discretionary development permits on a biennial basis and regularly review the Zoning Code and the City's development project processing procedures to identify changes to further reduce housing costs and average permit processing time. Where changes are feasible to implement, update the Zoning Code and amend the City's processing procedures to reduce housing costs and processing times.</p>	<p>Biennial review (2021, 2023)</p>	<p>The City will monitor processing times for development applications and review on a biennial basis. The City reviews and updates the Zoning Code annually (Zoning Omnibus) to provide consistency updates with State law and streamline development application processing. This program is ongoing.</p>
<p><b>Program 2d</b></p>	<p>Review affordable housing and in-fill projects for eligible CEQA exemptions and exempt those projects that are eligible from further CEQA review. In order to encourage use of CEQA exemptions and the advance CEQA work that has been completed for the majority of the City's lower income sites, ensure that the inventory maintained under Program 1a identifies the required approvals, including CEQA review, so that developers understand that the City has minimal processing requirements for its lower income sites.</p>	<p>Ongoing for review of development applications; concurrent with the Housing Element update information provided to developers to identify sites eligible for CEQA exemptions for CEQA review has been completed.</p>	<p>As part of the review of a development application, the City makes a CEQA Determination as to whether a project is exempt, will require an Initial Study or Environmental Impact Report. The City will review affordable housing and in-fill projects for eligibility for a CEQA exemption as development applications are received.</p>
<p><b>Program 2e</b></p>	<p>Review all updates and revisions to the City's ordinances, codes, policies, and procedures to ensure that they do not constrain "reasonable accommodation" for disabled persons and to ensure that they do not reduce the City's capacity for a range of housing types and densities.</p>	<p>Ongoing</p>	<p>Staff continues to monitor updates and revisions to the City's Ordinances, Codes, Policies and Procedures. No updates in 2022. As noted above, the City reviews and updates the Zoning Code annually.</p>



<p><b>Program 2f</b></p>	<p>Continue to encourage developers to include accessory dwelling units as an integral part of their project through maintaining provisions in the Zoning Code that provide for accessory dwelling units (ADUs) in all zones that allow single family homes and by continuing to provide a reduced fee structure for accessory dwelling units, including exemption from water and sewer connection fees and capacity charges, and by modifying the ADU standards in the Zoning Code as-needed to be consistent with requirements of State law, as may be amended from time to time. It is anticipated at least 6 ADUs will be incentivized through the City's provisions to accommodate and encourage ADUs.</p>	<p>Ongoing</p>	<p>The City continues to encourage the development of Accessory Dwelling Units (ADU) in the community. The City submitted a Senate Bill 2 grant application to amend the Zoning Code to be consistent with new State Law, prepare pre-approved building plans for ADUs and prepare advertisements for the construction of ADUs. A total of five (5) Building Permits for ADUs were issued in 2022. This program is ongoing.</p>
<p><b>Program 2g</b></p>	<p>Encourage developers to take advantage of density bonuses and incentives for affordable housing and senior housing projects that are provided by the City consistent with the requirements of State law and provide information that identifies the maximum densities that can be achieved through a density bonus.</p>	<p>Ongoing</p>	<p>The City continues to encourage the use of density bonuses for developments that qualify. This program is ongoing.</p>

<p><b>Program 2h</b></p>	<p>Address the special housing needs of large families to alleviate overcrowding in the City by facilitating the construction of housing that includes 3- and 4-bedroom units affordable to extremely low-, very low-, and low-income families. The City will publicize financial and regulatory incentive opportunities to developers and/or other parties interested in the construction of housing that includes 3- and 4-bedroom affordable units by providing information on the City's website and through flyers at the Community Development Department and in all specific plan and subdivision application packets.</p>	<p>Ongoing</p>	<p>As development applications are received, the City will encourage the development of 3- and 4- bedroom units affordable to extremely low-, very low-, and low-income families. No affordable housing applications were received in 2022.</p>
<p><b>Program 2i</b></p>	<p>Continue to support female-headed households in the City with the permitting of child day care facilities as outlined in Chapter 17 of the Municipal Code</p>	<p>Ongoing</p>	<p>The City continues to support child day care facilities and permits child day care facilities as prescribed in the Municipal Code.</p>
<p><b>Program 2n</b></p>	<p>Require developers of new housing to use the HCD New Home Universal Design Option Checklist to disclose to buyers accessible features that are available. The City shall encourage developers to make accessible features available as standard features to the extent feasible and to provide remaining accessible features as optional features or features available in a limited number of units.</p>	<p>Ongoing</p>	<p>The City will require developers of new housing to use the HCD New Home Universal Design Option Checklist. This program is ongoing.</p>

<p><b>Program 2o</b></p>	<p>In compliance with State law (Government Code Section 65589.7), the City will establish written policies and procedures that grant priority for water and sewer to proposed development that includes housing affordable to lower-income households.</p>	<p>Jan-20</p>	<p>The City will establish written policies and procedures that grant priority water and sewer to proposed development that includes housing affordable to lower-income households.</p>
<p><b>Program 2p</b></p>	<p>Support multifamily housing on sites that accommodate lower income households by revising the Zoning Ordinance to limit development of single family units on sites designated for high density residential uses. Single family development shall only be allowed if the single family unit(s) are: 1) replacing an existing single family unit on a one for one basis, 2) on an existing lot of 8,000 square feet or less, or 3) are part of a housing development with the majority of units affordable to extremely low, very low, and/or low income households.</p>	<p>Jan-20</p>	<p>This program was completed in 2019.</p>

<p><b>Program 2q</b></p>	<p>Revise the Zoning Code to permit manufactured homes in the same manner as single family homes, as required by Government Code Section 65852.3. The following revision shall be made to Section 17.68.010: "The provisions of this chapter shall apply to all manufactured housing and mobilehomes on permanent foundations, which shall be allowed subject to the same permit requirements and standards as a single family home in all districts that allow single family homes and shall also be subject to the standards identified in Section 17.68.020.</p>	<p>Jan-20</p>	<p>This program was completed in 2019.</p>
<p><b>Program 2r</b></p>	<p>Revise the Zoning Code to remove inconsistencies regarding the densities allowed in the RM zone and to ensure that the densities allowed are consistent with the densities identified in the General Plan Land Use Element. The following revision shall be made to Section 17.36.050.D.: "Density. The allowable density for the RM multifamily residential districts shall be: RM-MH8: 1-8 units per acre RM-3: 8-15 units per acre RM-2: 16-25 units per acre RM-1.5: 16-25 units per acre</p>	<p>Jan-20</p>	<p>This program was completed in 2019.</p>

<p><b>Program 2s</b></p>	<p>Revise the Zoning Code to implement the requirements of Government Code Sections 65913.4 (as amended by SB 35), 65660, 65662, 65664, 65666, and 65668 (as established and/or amended by AB 101), and 65650 through 65656 (as established and/or amended by AB 2162), including the following: 1) Identify the SB 35 streamlining approval process and standards for eligible projects, as set forth under Government Code Section 65913.4; 2) Define low barrier navigation center as a use allowed by right and develop standards and requirements for processing a low barrier navigation center consistent with the requirements of State law, including Government Code Sections 65660 through 65668; and 3) Establish standards and requirements for processing supportive housing by right consistent with the requirements of State law, including Government Code Sections 65650 through 65656.</p>	<p><b>Aug-20</b></p>	<p>The City will revise the Zoning Code to define and allow Low Barrier Navigation Center as a by-right use. City policies and procedures are consistent with SB35. Additionally, the City offers a pre-application process to developers, including residential development. The City anticipates that the Code Text Amendment will be completed in 2023.</p>
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<p><b>Program 3a</b></p>	<p>Continue to participate in the San Joaquin Urban County consortium to receive and use HOME and CDBG funds to provide housing rehabilitation loans and emergency repair loans or grants, administered through the San Joaquin County Rehabilitation Program, for lower income households and to provide services for lower income populations, including extremely low income, homeless/at-risk of homelessness, seniors, and youth. On an annual basis, determine whether funds are adequate to set aside funds specifically for assistance (housing rehabilitation, emergency repair, or weatherization) for extremely low income households and whether funds are adequate to allow bedroom/bathroom additions where necessary to accommodate large families. See <i>Program 3a in the Housing Element for the full language.</i></p>	<p>Annual review of housing needs and commitment of funds through Urban County process; ongoing efforts to ensure public awareness</p>	<p>The City, in coordination with San Joaquin County, manages CDBG funds for public facilities, the GAP Loan Program (down payment assistance), HOME Programs (First Time Home Buyer Programs), and the property Rehabilitation Program. Collectively, these are called Home Loan Funds and are administered by the San Joaquin County Neighborhood Preservation Division. Information related to CDBG is provided via the City's website, under the Economic Development webpage.</p>
<p><b>Program 3b</b></p>	<p>Review the Zoning Code and potential funding sources to identify methods to provide incentives for rehabilitation of existing residential units and to encourage re- investment in the Historic Lathrop Overlay District and in older neighborhoods east of I-5.</p>	<p>Ongoing 2019/2020 incorporate incentives into SB 2 funding opportunities</p>	<p>This program is ongoing. The City continues to review and update the Zoning Code on an annual basis.</p>

<p><b>Program 3c</b></p>	<p>Continue to employ a full time code compliance officer who will vigorously enforce the building and zoning codes in locations where dilapidation, blight, and/or health and safety violations may be occurring. Coordinate code compliance efforts with the housing rehabilitation program with code compliance efforts to encourage property owners to maintain dwelling units in safe and habitable conditions. Regularly review housing conditions to determine if specific locations or neighborhoods require targeted code enforcement and work to provide, when funding is available, targeted rehabilitation or replacement assistance.</p>	<p>Ongoing; biennial review of areas appropriate for targeted assistance and/or enforcement</p>	<p>The City continues to employ a Code Enforcement Officer. This program is ongoing.</p>
<p><b>Program 3d</b></p>	<p>Continue to participate in the San Joaquin Urban County consortium to provide funding and support for the rehabilitation of mobile homes, when adequate funds are available. In 2020/2021, conduct outreach to mobilehome park residents and qualified non-profits to determine if there is interest in the State's Mobilehome Park Rehabilitation and Resident Ownership Program and any of the City's mobilehome parks would be eligible for this type of program.</p>	<p>Ongoing; Mobilehome outreach in 2020 and 2021</p>	<p>The City continues to coordinate with San Joaquin County to offer CDBG funding for Rehabilitation (Rehabilitation Program). The City will advertise the State's Mobilehome Park Rehabilitation and Resident Ownership Program.</p>

<p><b>Program 3e</b></p>	<p>Regularly review the City's eligibility for Federal and State home repair, renovation, and replacement programs annually and apply for programs, as appropriate. If multifamily owners or other entities express interest in available funding programs for housing rehabilitation or repair, support the application for funding and, if appropriate and feasible, provide technical assistance to the project applicant with the funding application.</p>	<p>Ongoing</p>	<p>No action in 2022. This program is ongoing.</p>
<p><b>Program 4a</b></p>	<p>Continue to encourage the enforcement of federal and state fair housing standards. The City will provide fair housing information to interested citizens and will make fair housing materials from the California Department of Fair Housing and Employment and the federal Office of Fair Housing and Equal Opportunity available at City Hall, the Library, the Community Center, and on the City's website in both English and Spanish. All requests for fair treatment on housing will be referred to the fair housing provider funded through the San Joaquin Urban County consortium (currently San Joaquin Fair Housing, Inc.).</p>	<p>Ongoing</p>	<p>This program is ongoing.</p>



<p><b>Program 4b</b></p>	<p>Require all recipients of locally administered housing funds to acknowledge their understanding of fair housing law, affirm their commitment to the law, and to provide fair housing opportunities for all persons.</p>	<p>Ongoing</p>	<p>As housing development projects are completed, this program will be implemented. No locally administered housing funds were used in 2022.</p>
<p><b>Program 5a</b></p>	<p>Continue to participate in the San Joaquin Housing Authority and encourage the Housing Authority to increase assistance to the City, through allocating more Housing Choice Vouchers and working with housing developers to provide Project-Based Vouchers, as well as other assistance administered by the Housing Authority. The City shall provide information on the availability of Housing Authority programs to interested residents.</p>	<p>Ongoing; annual coordination and outreach to Housing Authority to encourage increased assistance</p>	<p>The City continues to encourage interested residents to contact the San Joaquin Housing Authority to obtain information related to housing and the availability of Affordable Housing. This program is ongoing.</p>
<p><b>Program 5b</b></p>	<p>Provide housing information to all interested agencies, developers, residents, and non-profit groups. City staff will assist with Zoning and General Plan inquiries as well as provide contact information between the San Joaquin Urban County Consortium, San Joaquin Housing Authority, housing developers, and non-profit groups.</p>	<p>Ongoing</p>	<p>The City continues to provide housing information to interested parties, including home owners, developers, property owners, non-profit groups, etc. as it relates to Zoning and General Plan. This program is ongoing.</p>

<p><b>Program 6a</b></p>	<p>Promote energy efficient land use planning by incorporating energy conservation as a major criterion for future decision making. This shall include innovative site designs and orientation techniques, which incorporate passive and active solar designs and natural cooling techniques.</p>	<p>Ongoing</p>	<p>This program is ongoing. The City will continue to encourage energy efficient land use planning.</p>
<p><b>Program 6b</b></p>	<p>Encourage pre-application meetings to address site layout and design components that encourage energy conservation prior to any formal submittal that is to be considered by the Planning Commission and/or City Council. The City shall continue to rely on project input from all departments to assess design and layout for all residential projects.</p>	<p>Ongoing</p>	<p>The City continues to hold pre-application meetings. This program is ongoing.</p>
<p><b>Program 6c</b></p>	<p>Continue to support energy conservation in existing and new housing, through participating in programs such as the Open PACE clean energy program and ensuring the community has access to current energy conservation methods and practices as well as information on programs available to fund energy conservation improvements. Ensure information is available at City Hall and on the City's website.</p>	<p>Ongoing</p>	<p>On May 2, 2016, the City Council approved the City's first clean energy financing program, known as the Home Energy Renovation Opportunity (HERO) Financing Program through the Property Assessment Clean Energy (PACE) Program. On December 4, 2017, the City Council approved similar clean energy financing programs with CSCDA Open Pace, Figtree Pace, and Golden State Financing Authority. On December 10, 2018, the City Council adopted a Resolution to participate in the California Municipal Finance Authority (CMFA) Open Property Assessed Clean Energy (PACE) Program. Information related to the energy conservation is available upon request.</p>
<p><b>Program 6d</b></p>	<p>Encourage new residential development or significant rehabilitation projects to meet or exceed CalGreen Tier 1 and/or to achieve LEED certification.</p>	<p>Ongoing</p>	<p>The City will encourage new residential development or significant rehab. Projects to meet CALGreen and LEED standards.</p>

## 2019 HOUSING ELEMENT BACKGROUND REPORT

TABLE 29: RENTAL RATES BY NUMBER OF BEDROOMS

Bedroom Type	2019 Rental Survey		Census Data	
	Units Available	Range	Median Rent (2017)	Median Rent (2000)
Studio	0	N/A	-	\$500
1 bed	0	N/A	\$745	\$625
2 bed	2	\$1,395	\$979	\$750
3 bed	7	\$1,400 - \$2,500	\$1,518	\$800
4 bed or more	11	\$2,095 - \$3,650	\$1,846 (4)/ \$2,380 (5+)	N/A

SOURCE: US CENSUS, 2000; US CENSUS ACS, 2013-2017; ZILLOW.COM, 2019, CRAIGSLIST.COM, 2019

## Housing Affordability

### Income Groups

The California Department of Housing and Community Development (HCD) publishes household income data annually for areas in California. Table 30 shows the maximum annual income level for each income group adjusted for household size for San Joaquin County. The maximum annual income data is then utilized to calculate the maximum affordable housing payments for different households (varying by income level) and their eligibility for housing assistance programs.

- *Extremely Low Income Households* have a combined income at or lower than 30% of area median income (AMI), as established by the state Department of Housing and Community Development (HCD).
- *Very Low Income Households* have a combined income between 30 and 50% of AMI, as established by HCD.
- *Low Income Households* have a combined income between 50 and 80% of AMI, as established by HCD.
- *Moderate Income Households* have a combined income between 80 and 120% of AMI, as established by HCD.
- *Above Moderate Income Households* have a combined income greater than 120% of AMI, as established by HCD.

TABLE 30: STATE INCOME LIMITS – SAN JOAQUIN COUNTY (2019)

Income Group	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low	\$14,700	\$16,910	\$21,330	\$25,750	\$30,170	\$34,590	\$39,010	\$43,430
Very Low	\$24,500	\$28,000	\$31,500	\$35,000	\$37,800	\$40,600	\$43,400	\$46,200
Low	\$39,200	\$44,800	\$50,400	\$56,000	\$60,500	\$65,000	\$69,450	\$74,950
Moderate	\$60,000	\$68,550	\$77,150	\$85,700	\$92,550	\$99,400	\$106,250	\$113,100
Above Moderate	\$60,000+	\$68,550+	\$77,150+	\$85,700+	\$92,550+	\$99,400+	\$106,250+	\$113,100+

SOURCE: HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT, 2019

### Housing Affordability

Table 31 shows the maximum rents and sales prices, respectively, that are affordable to very low, low, moderate, and above moderate-income households. Affordability is based on a household spending 30% or less of their total household income for shelter. Affordability is based on the maximum household income levels established by HCD (Table 30). The annual income limits established by HCD are similar to those used by the US Department of Housing and Urban Development (HUD) for administering various affordable housing programs. In order to provide an idea of affordable housing costs by income group, affordable home sales prices are estimated for one, two, four, and six person households (see Table 29). Maximum affordable sales price is based generally on the following assumptions: 5% interest rate, 30-year fixed loan, and downpayments that vary with income level, as described in Table 31.

Comparing the maximum affordable housing costs in Table 31 to the rental rates in Tables 28 and 29, rental rates in Lathrop are generally affordable to moderate income households of two or more persons and to above moderate income

## 2019 HOUSING ELEMENT BACKGROUND REPORT

households. While there are some units affordable to extremely low, very low, and low income households, there is a very limited number of the more affordable units. The median rental rates reported by 2013-2017 ACS (Table 29) are in the affordability range of low, moderate, and above moderate income households. The 2019 rental survey indicated that there are currently a limited number of smaller rental units (studio, 1 bedroom, and 2 bedroom units) in Lathrop that are affordable to very low and low income households, but that there are units affordable to low income households with 4 or more persons as well as to moderate and above moderate income households of all sizes. The majority of available rentals were larger units; there were no studio or 1 bedroom units listed for rent and only two 2-bedroom units. Moderate and above moderate income households can afford a broad range of available housing.

Similarly, homes for sale in Lathrop are affordable to moderate and above moderate income households, based on a comparison of Tables 27 and 31. There is a small number of units, all mobile homes, affordable to very low and low income households. Current home sales prices are not affordable to extremely low income households.

**TABLE 31: HOUSING AFFORDABILITY BY INCOME GROUP**

Income Group	One Person		Two Person		Four Person		Six Person	
	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost
Extremely Low	\$51,100	\$367	\$58,100	\$422	\$86,000	\$643	\$114,900	\$864
Very Low	\$89,000	\$612	\$100,400	\$700	\$123,100	\$875	\$141,200	\$1,015
Low	\$138,000	\$980	\$155,600	\$1,120	\$190,900	\$1,400	\$219,200	\$1,625
Moderate	\$226,600	\$1,500	\$255,500	\$1,713	\$313,400	\$2,142	\$359,600	\$2,485
Above Moderate	\$226,600+	\$1,500+	\$255,500+	\$1,713+	\$313,400+	\$2,142+	\$359,600+	\$2,485+

\*MAXIMUM AFFORDABLE SALES PRICE IS BASED ON THE FOLLOWING ASSUMPTIONS: 5% INTEREST RATE, 30-YEAR FIXED LOAN, DOWNPAYMENT: \$5,000 – EXTREMELY LOW, \$10,000 – VERY LOW; \$15,000 - LOW, \$25,000 – MODERATE, PROPERTY TAX, UTILITIES, AND HOMEOWNERS INSURANCE AS 30% OF MONTHLY HOUSING COST (EXTREMELY LOW), 28% OF MONTHLY HOUSING COST (LOW), AND 25% OF MONTHLY HOUSING COST (MODERATE/ABOVE MODERATE). HOMES SALES PRICES ARE ROUNDED TO NEAREST \$100.  
SOURCE: DE NOVO PLANNING GROUP, 2019

### Affordable Housing Inventory

There are no subsidized or otherwise rent-restricted affordable multifamily complexes in Lathrop.

### Mobile Home Parks

Lathrop has four mobilehome parks with a total of 259 spaces, as listed below. None of the mobilehome parks are restricted to lower income households, however, mobilehomes typically present a lower cost housing option.

- Lathrop Sands, 15550 S. Harlan Road – 36 spaces
- Walnut Grove Mobile Home Park, 365 E. Louise Avenue – 54 spaces
- Camino Real Mobile Estates, 15820 S. Harland Road – 167 spaces
- Harlan Park, 11424 S. Harlan Road – 2 spaces

### FUTURE HOUSING NEEDS

A Regional Housing Needs Plan (RHNP) is mandated by the State of California (Government Code [GC], Section 65584) for regions to address housing issues and needs based on future growth projections for the area. The RHNP for San Joaquin County is developed by the San Joaquin Council of Governments (SJCOCG), and allocates a “fair share” of regional housing needs to individual cities and unincorporated county. The intent of the RHNP is to ensure that local jurisdictions address not only the needs of their immediate areas but also that needs for the entire region are fairly distributed to all communities. A major goal of the RHNP is to assure that every community provides an opportunity for a mix of affordable housing to all economic segments of its population.

**CITY OF LATHROP  
PLANNING COMMISSION RESOLUTION NO. 23-1**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP  
RECOMMENDING CITY COUNCIL RECEIVE AND ACCEPT THE HOUSING  
ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2022 AND  
AUTHORIZE STAFF TO SUBMIT THE REPORT TO THE GOVERNOR'S OFFICE OF  
PLANNING AND RESEARCH AND THE CALIFORNIA DEPARTMENT OF  
HOUSING AND COMMUNITY DEVELOPMENT**

**WHEREAS**, California Government Code Section 65400(2) requires the planning agency to provide an annual report to the City Council, the Governor's Office of Planning and Research (OPR), and the State Department of Housing and Community Development (HCD) regarding progress toward implementation of the housing element of the general plan; and

**WHEREAS**, planning staff has prepared an annual progress report for the calendar year 2022, utilizing the prescribed forms and instructions provided by HCD; 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, does hereby recommend the City Council receive and accept the annual progress report on the Housing Element for Calendar Year 2022, attached and incorporated by reference herein, and authorize staff to forward the report to the Governor's Office of Planning and Research and the State Department of Housing and Community Development pursuant to Government Code Section 65400(2).

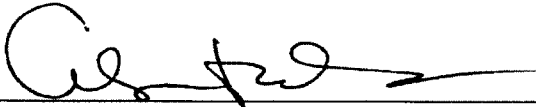
**PASSED AND ADOPTED** by the Planning Commission of the City of Lathrop at a regular meeting on the 15<sup>th</sup> day of February, 2023 by the following vote:

AYES: Rhodes, Ishihara, Ralmilay, Jackson, Gatto


NOES: None

ABSTAIN: None

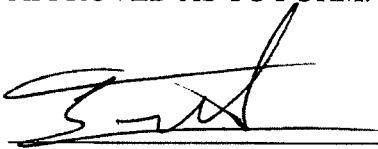
ABSENT: None

  
\_\_\_\_\_  
Gloryanna Rhodes, Chair

ATTEST:

  
\_\_\_\_\_  
Mark Meissner, Secretary

APPROVED AS TO FORM:

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

## ITEM 4.14

### CITY MANAGER'S REPORT MARCH 13, 2023 CITY COUNCIL REGULAR MEETING

**ITEM:** **ACCEPT LINEAR PARK IMPROVEMENTS ASSOCIATED WITH SIA FOR TRACT 4062 AND EP NO. 2022-16 FROM LATHROP LAND ACQUISITION, LLC, LOCATED WITHIN CLSP NEIGHBORHOOD 1C (TRACT 4062) AND APPROVE BUDGET AMENDMENT FOR MAINTENANCE**

**RECOMMENDATION:** **Adopt Resolution Accepting Linear Park Improvements Associated with Subdivision Improvement Agreement for Tract 4062 and Encroachment Permit No. 2022-16 from Lathrop Land Acquisition, LLC, Located within CLSP Neighborhood 1C (Tract 4062) and Approving Budget Amendment for Maintenance**

---

#### **SUMMARY:**

Lathrop Land Acquisition, LLC (Saybrook), the developer for the Central Lathrop Specific Plan (CLSP), has completed the construction of the 1C Linear Park associated with the Subdivision Improvement Agreement (SIA) for Tract 4062 and Encroachment Permit No. 2022-16 (EP 22-16). The approximate value of the improvements proposed to be accepted is \$2,742,819.09, as shown in the GASB 34 Report, included in Attachment "C". These improvements were inspected by staff and deemed complete by the City Engineer. The developer provided a one-year warranty bond based on 10% of the construction costs, as well as lien releases for the improvements being accepted. A Vicinity Map is included in Attachment "B".

Staff recommends City Council accept the Linear Park improvements in accordance with City specifications and approve budget amendments associated with landscape and park light maintenance.

#### **BACKGROUND:**

On October 5, 2006, the City approved a Vesting Tentative Map (VTM) for Tract 3533 to create 62 parcels on 960 acres of land. On March 20, 2007, the City approved a VTM for Tract 3647 to subdivide a portion of Tract 3533 into 1,071 parcels on 190 acres of land. Neighborhood 1C Tract 4062 is within the geographic boundaries of the VTMs for Tracts 3533 and 3647.

On October 11, 2021, City Council approved Tract 4062, establishing 191 single-family lots. As required by the City's subdivision ordinance, the approved Tract 4062 included an SIA to guarantee specific public improvements associated with the final map.

The construction of Phase 1C Linear Park improvements is a requirement of the SIA for Tract 4062, and the work was completed under EP 22-16.

**CITY MANAGER’S REPORT** **PAGE 2**  
**MARCH 13, 2023, CITY COUNCIL REGULAR MEETING**  
**ACCEPT LINEAR PARK IMPROVEMENTS ASSOCIATED WITH SIA FOR TRACT 4062 AND EP NO. 2022-16 FROM LATHROP LAND ACQUISITION, LLC AND APPROVE BUDGET AMENDMENT FOR MAINTENANCE**

Saybrook provided a performance bond for EP 22-16 (PB01987300008) in the amount of \$2,645,786.76 and the Labor and Materials Bond (PB01987300008) in the amount of \$1,322,893.38 to guarantee the construction of the Phase 1C Linear Park. Upon acceptance of improvements by Council, these bonds will be released.

Saybrook has provided a one-year warranty bond based on 10% of the construction cost, as well as a developer lien release and lien releases from the contractors, which is detailed in Table 1 below. Staff recommends the City Council accept the public improvements listed in the GASB 34 Report.

**Table 1**

<b>Contractor</b>	<b>Scope of Work</b>	<b>Bond Number</b>	<b>Bond Value</b>
Green Valley Landscape	Landscaping	ES00008919	\$145,117.59
Teichert Construction	Topside Improvements	070214839	\$107,581.37

**REASON FOR RECOMMENDATION:**

Staff has inspected the improvements listed in the GASB 34 Report and the City Engineer confirmed that the improvements were completed in accordance with City specifications. Saybrook has submitted lien releases for the improvements being accepted. Staff has received the one-year warranty bond and as-built drawings for said improvements. Staff recommends Council accept the improvements.

**FISCAL IMPACT:**

The one-year warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements.

The City’s Service Maintenance CFD 2019-02 has been established to help fund City maintenance and operating costs. The improvements listed in the GASB 34 Report detail the \$2,742,819.09 expended, and the City’s maintenance costs will increase because of the additional improvements that have to be maintained.

The initial budget for CFD 2019-02 for CLSP was planned for gradual development. However, with the rate of development and rise in inflation costs, staff is asking for a budget amendment to cover the cost of maintenance for the 1C Linear Park.

Staff is requesting Council approve a budget amendment for FY 22/23 as follows:

Increase Appropriation (Trees & Landscaping)

2680-50-55-420-27-00                      \$11,100



**MARCH 13, 2023, CITY COUNCIL REGULAR MEETING**

**ACCEPT LINEAR PARK IMPROVEMENTS ASSOCIATED WITH SIA FOR TRACT 4062 AND EP NO. 2022-16 FROM LATHROP LAND ACQUISITION, LLC AND APPROVE BUDGET AMENDMENT FOR MAINTENANCE**

**ATTACHMENTS:**

- A. Resolution Accepting Linear Park Improvements Associated with Subdivision Improvement Agreement for Tract 4062 and Encroachment Permit No. 2022-16 from Lathrop Land Acquisition, LLC, located within CLSP Neighborhood 1C (Tract 4062) and Approving Budget Amendment for Maintenance
- B. Vicinity Map
- C. GASB 34 Report – CLSP Phase 1C Linear Park

**CITY MANAGER'S REPORT** **PAGE 4**  
**MARCH 13, 2023, CITY COUNCIL REGULAR MEETING**  
**ACCEPT LINEAR PARK IMPROVEMENTS ASSOCIATED WITH SIA FOR TRACT**  
**4062 AND EP NO. 2022-16 FROM LATHROP LAND ACQUISITION, LLC AND**  
**APPROVE BUDGET AMENDMENT FOR MAINTENANCE**

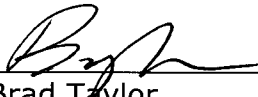
**APPROVALS:**



Bellal Nabizadah  
Assistant Engineer

3/2/23

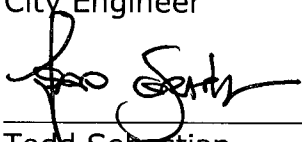
Date



Brad Taylor  
City Engineer

3/2/2023

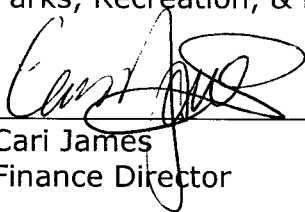
Date



Todd Sebastian  
Parks, Recreation, & Maintenance Director

3-2-2023

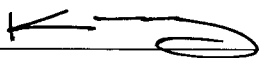
Date



Cari James  
Finance Director

3/2/2023

Date



Michael King  
Assistant City Manager

3-2-2023

Date



Salvador Navarrete  
City Attorney

3-2-2023

Date



Stephen J. Salvatore  
City Manager

3-7-23

Date

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING LINEAR PARK IMPROVEMENTS ASSOCIATED WITH SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 4062 AND ENCROACHMENT PERMIT NO. 2022-16 FROM LATHROP LAND ACQUISITION, LLC, LOCATED WITHIN CLSP NEIGHBORHOOD 1C (TRACT 4062) AND APPROVING BUDGET AMENDMENT FOR MAINTENANCE**

**WHEREAS**, on October 5, 2006, the City approved a Vesting Tentative Map (VTM) for Tract 3533 to create 62 parcels on 960 acres of land. On March 20, 2007, the City approved a VTM for Tract 3647 to subdivide a portion of Tract 3533 into 1,071 parcels on 190 acres of land. Neighborhood 1C Tract 4062 is within the geographic boundaries of the VTMs for Tracts 3533 and 3647; and

**WHEREAS**, on October 11, 2021, City Council approved Tract 4062, establishing 191 single-family lots. As required by the City’s subdivision ordinance, the approved Tract 4062 included a Subdivision Improvement Agreement (SIA) to guarantee specific public improvements associated with the final map; and

**WHEREAS**, the construction of the Phase 1C Linear Park improvements is a requirement of the SIA for Tract 4062 and the work was completed under Encroachment Permit Number 2022-16 (EP 22-16); and

**WHEREAS**, Lathrop Land Acquisition, LLC (Saybrook), provided a performance bond for EP 22-16 (PB01987300008) in the amount of \$2,645,786.76 and the Labor and Materials Bond (PB01987300008) in the amount of \$1,322,893.38 to guarantee the construction of the Phase 1C Linear Park. Upon acceptance of improvements by Council, these bonds will be released and replaced with the Warranty bond; and

**WHEREAS**, Saybrook has provided a one-year warranty bond based on 10% of the completed improvements construction cost. Bond values and descriptions are detailed in Table 1 below; and

**Table 1**

<b>Contractor</b>	<b>Scope of Work</b>	<b>Bond Number</b>	<b>Bond Value</b>
Green Valley Landscape	Landscaping	ES00008919	\$145,117.59
Teichert Construction	Topside Improvements	070214839	\$107,581.37

**WHEREAS**, staff has inspected the improvements listed in the GASB 34 Report and the City Engineer confirmed that the improvements were completed in accordance with City specifications; and

**WHEREAS,** Saybrook has submitted lien releases for the improvements being accepted. Staff request Council accept the improvements; and

**WHEREAS,** the City’s maintenance costs will increase because of the additional improvements that have to be maintained. The City’s Service Maintenance CFD 2019-02 has been established to help fund City maintenance and operating costs; and

**WHEREAS,** the initial budget for CFD 2019-02 for CLSP was planned for gradual development. However, with the rate of development and rise in inflation cost, staff request approval of a budget amendment to cover the City’s maintenance for the 1C Linear Park; and

**WHEREAS,** staff is requesting Council to approve a budget amendment for FY 22/23 as follows:

Increase Appropriation (Trees & Landscaping)

2680-50-55-420-27-00                      \$11,100.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop does hereby accept the public improvements from Lathrop Land Acquisition, LLC associated with SIA for Tract 4062 and EP 22-16 listed in the GASB 34 Report included in “Attachment C” to the City Manager’s Report, dated March 13, 2023; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop does hereby approve the budget amendment to increase the expenditure account to CLSP CFD 2019-02 budget for the FY 22/23 as detailed above.

The foregoing resolution was passed and adopted this 13<sup>th</sup> day of March 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:**

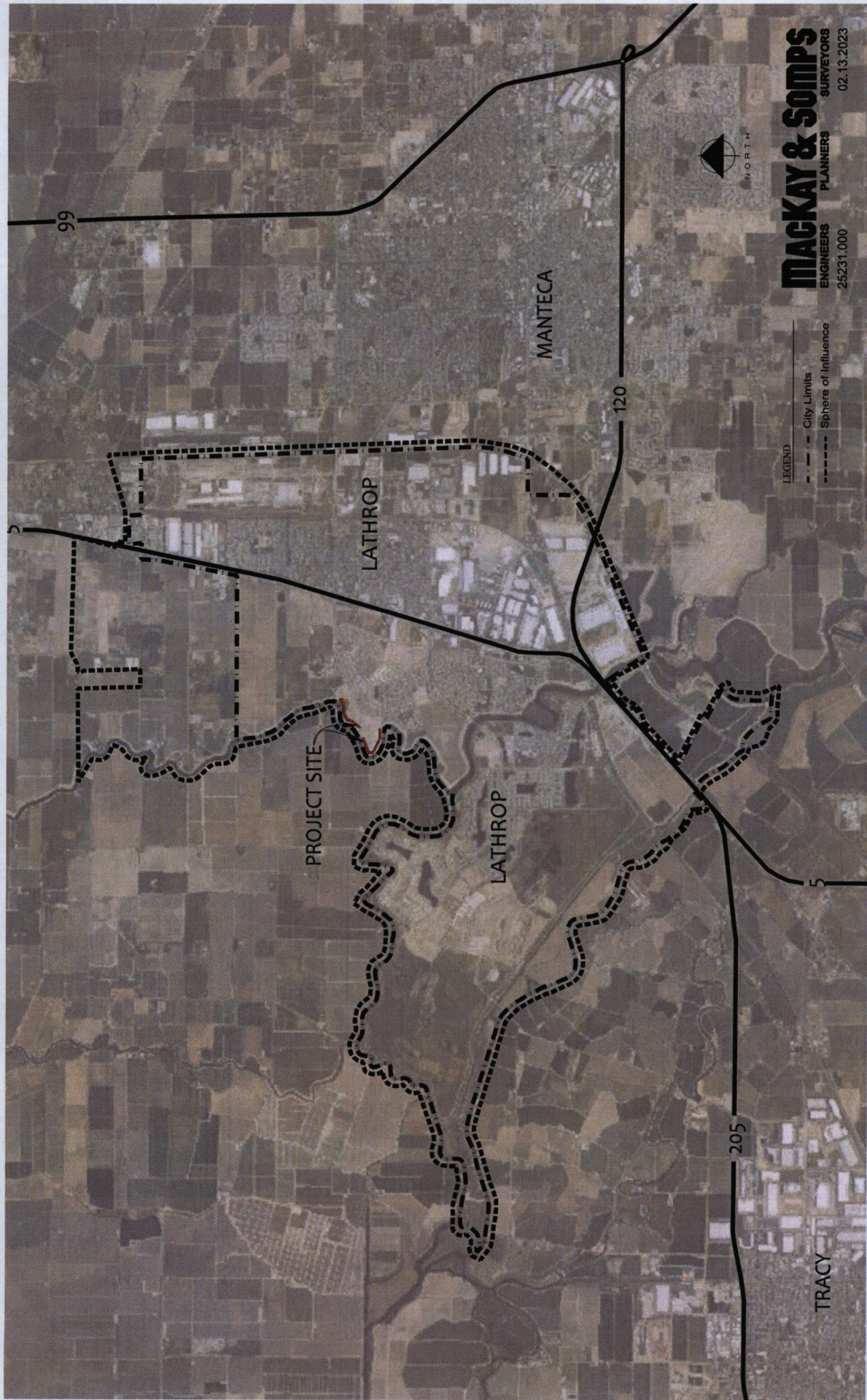
  
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Salvador Navarrete, City Attorney

CENTRAL LATHROP SPECIFIC PLAN - TRACT 4062 - LINEAR PARK SITE MAP



**MACKAY & SOMPS**  
 ENGINEERS PLANNERS  
 25231 1000  
 SURVEYORS  
 02.13.2023

CENTRAL LATHROP SPECIFIC PLAN - TRACT 4062 - LINEAR PARK SITE MAP



**MACKAY & SOMS**  
ENGINEERS PLANNERS SURVEYORS  
25231.000  
02.13.2023

LEGEND  
--- City Limits  
- - - Sphere of Influence



City of Lathrop  
Project Acceptance  
(GASB 34 Report)



Submitted By: Mackay & Soms - Jeff Matson

Date: 02/22/2023

Project: Tract 4062 - Linear Park

Address: Located along levee adjaent to Loop River and Rapids Road

SOFT COSTS		Unit Price	Amount
1	Neighborhood Park Design (Gates)	\$73,355.00	\$73,522.00
2	Plan Check Fees (City of Lathrop)	\$123,308.40	\$123,308.40
3	Electrical Design Work (Vizion)	\$19,000.00	\$19,000.00
4	Bonding	\$20,019.00	\$20,019.00
		<b>Subtotal:</b>	<b>\$235,849.40</b>

Item	Description	Unit	Qty	Unit Price	Amount
<b>A</b>	<b>Landscape</b>	LS	1	\$398,883.00	\$398,883.00
1	24" Box Trees		143		
2	5G Shrubs		709		
3	1G Shrubs		1,019		
4	Sod		5,530		
5	Hydroseed		40,680		
6	Mulch		249,541		
7	Soil Preparation		295,751		
8	Fine Grade		295,751		
9	Headerboard		260		
10	Root Barriers		444		
11	Day Maintenance		90		
				<b>Subtotal:</b>	<b>\$398,883.00</b>
<b>B</b>	<b>Irrigation</b>	LS	1	\$296,640.00	\$296,640.00
<b>C</b>	<b>Rough Grade</b>	LS	1	\$4,765.00	\$4,765.00



Item	Description	Unit	Qty	Unit Price	Amount
<b>D</b>	<b>Play Equipment</b>	LS	1	\$290,358.00	\$290,358.00
1	Berliner - Twist/Peak Combi, Rope Climbers, Bannister				
2	Burke - Spinners, Hammock Seat & Custom Panels				
3	Spectra Turf Play Surfacing		5644		
<b>Subtotal:</b>					<b>\$290,358.00</b>
<b>E</b>	<b>Site Furnishings</b>	LS	1	\$298,772.00	\$298,772.00
1	Benches		17		
2	Tables		6		
3	BBQ		1		
4	Drinking Fountain		2		
5	Bike Racks		7		
6	Trash/Recycle		14		
7	Dog Stations		4		
8	Exercise Equipment		6		
9	Boulders		13		
10	Half Mile Markers		2		
11	Concrete Cornhole Games		2		
12	Concete Ping Pong Table		1		
13	Granite Turtles		14		
<b>Subtotal:</b>					<b>\$298,772.00</b>
<b>F</b>	<b>Miscellaneous</b>				
1	Landmark Shade Structure	EA	1	\$117,572.00	\$117,572.00
2	Landmark Kiosk	EA	1	\$24,166.00	\$24,166.00
<b>Subtotal:</b>					<b>\$141,738.00</b>
<b>G</b>	<b>Teichert Construction</b>				
1	Linear Park Grading	LS	1	\$76,760.00	\$76,760.00
2	Improt Owner Dirt from Tank Site (Transport Only)	CY	1840	8.66	\$15,934.40
3	8" Storm Drain Linear Park	LF	3028	46	\$139,288.00
4	12" Storm Drain Stub extensions	LF	170	75	\$12,750.00
5	8"Storm Drain Park	LF	433	50	\$21,650.00
6	Area Drains	EA	35	1210	\$42,350.00
7	Play Area Drains	EA	6	1210	\$7,260.00
8	3"AC/4"AB w/ header board	SD	37006	8.6	\$318,251.60
9	6" Concrete	SD	23609	8.41	\$198,551.69
10	Masonry Seat Walls	LS	1	136300	\$136,300.00
11	Street Lights	LS	1	81570	\$81,570.00
12	Seat Wall Changes	LS	1	25148	\$25,148.00
<b>Subtotal:</b>					<b>\$1,075,813.69</b>
<b>Hard Cost Subtotal</b>					<b>\$2,506,969.69</b>
<b>Softcost Total</b>					<b>\$235,849.40</b>
<b>Total</b>					<b>\$2,742,819.09</b>

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## ITEM 4.15

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

**ITEM:** **ACCEPT PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITION FOR TRACT 4105, PHASE 1D, LOCATED IN THE CENTRAL LATHROP SPECIFIC PLAN FROM LATHROP LAND ACQUISITION, LLC AND APPROVE BUDGET AMENDMENT FOR MAINTENANCE**

**RECOMMENDATION:** **Adopt Resolution Accepting Public Improvements with Associated Condition for Tract 4105, Phase 1D Located in the Central Lathrop Specific Plan from Lathrop Land Acquisition, LLC and Approving Budget Amendment for Maintenance**

---

#### **SUMMARY:**

Lathrop Land Acquisition, LLC (Saybrook), the developer for the Central Lathrop Specific Plan (CLSP) area, has substantially completed construction of the public improvements listed in the GASB 34 report, included as Attachment "C" for Tract 4105, Phase 1D, in accordance with their Subdivision Improvement Agreement (SIA). The Tract is not energized due to delays with Pacific Gas & Electric (PG&E) so staff is requesting Council accept improvements contingent on completion of the energization. Approval to accept the improvements contingent on completion will accelerate the construction of the homes.

These improvements have been inspected by staff and deemed complete by the City Engineer except for the energizing of the Tract. A Vicinity Map for Tract 4105 is included as Attachment "B". Saybrook provided a one-year warranty bond based on 10% of the completed improvement construction cost, and lien releases for the accepted improvements.

Staff recommends City Council accept the Public Improvements contingent on the Tract being energized and approve budget amendment for Maintenance.

#### **BACKGROUND:**

On October 5, 2006, the City approved a Vesting Tentative Map (VTM) for Tract 3533 to create 62 parcels on 960 acres of land. On March 20, 2007, the City approved a VTM for Tract 3647 to subdivide a portion of Tract 3533 into 1,071 parcels on 190 acres of land. The land for Tract 4105, Phase 1D, is within the geographic boundaries of the VTMs for Tracts 3533 and 3647.

On February 14, 2022, City Council approved Tract 4105, establishing 271 single-family lots. As required by the City's subdivision ordinance, the approved Tract 4105 included an SIA to guarantee certain public improvements associated with the final map. Saybrook has completed most of the improvements associated with the SIA for Tract 4105.

**CITY MANAGER’S REPORT** **PAGE 2**  
**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**  
**ACCEPT PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITION FOR**  
**TRACT 4105, PHASE 1D, LOCATED IN THE CLSP FROM LATHROP LAND**  
**ACQUISITION, LLC AND APPROVE BUDGET AMENDMENT FOR MAINTENANCE**

To ensure that the unfinished improvements are completed, Performance Bond No. PB01987300007 for \$15,526,694.10 and Labor & Materials No. PB01987300007 for \$7,763,347.05 will remain in place until the Tract is energized, inspected by staff, and deemed complete by the City Engineer. Upon completion of the energization, the bonds will be released, and maintenance will begin.

Saybrook has provided one-year warranty bonds based on 10% of the completed improvements construction cost and both developer lien releases and lien releases from each contractor. The warranty bond values and descriptions are detailed in Table 1 below.

**Table 1**

<b>Contractor</b>	<b>Scope of Work</b>	<b>Bond Number</b>	<b>Bond Value</b>
Teichert Construction	Mass Grading	070214801-M	\$219,158.10
Teichert Construction	Underground and Top Side	070214819-M	\$898,955.63
Teichert Construction	Offsite Sidewalk	070214802-M	\$17,893.85
Smith Denison	Joint Trench	100723204	\$346,694.60
David Hall Masonry	Sound Walls	1001086888	\$137,343.50
Green Valley Landscaping	Landscaping	CAC719811	\$116,848.67

**REASON FOR RECOMMENDATION:**

Construction of the public improvements for Tract 4105 is substantially complete and have been inspected by City staff to ensure conformance with the approved plans. Saybrook has submitted lien releases and a one-year maintenance bond for the improvements being accepted. Conditional acceptance of the improvements will allow for the continued development of Tract 4105.

To avoid delay in waiting for PG&E, staff requests council approve this contingent acceptance. If approved, City staff will confirm when the condition has been met and will subsequently release the Performance and Labor & Materials bonds as well as allow for the City to start maintenance of the improvements.

**FISCAL IMPACT:**

The one-year warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements.

The City’s Service Maintenance CFD 2019-02 has been established to help fund City maintenance and operating costs. The improvements listed in the GASB 34 Report detail the \$11,034,717.91 expended, and the City’s maintenance costs will increase because of the additional improvements that have to be maintained.

**CITY MANAGER’S REPORT** **PAGE 3**  
**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**  
**ACCEPT PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITION FOR**  
**TRACT 4105, PHASE 1D, LOCATED IN THE CLSP FROM LATHROP LAND**  
**ACQUISITION, LLC AND APPROVE BUDGET AMENDMENT FOR MAINTENANCE**

The initial budget for CFD 2019-02 for CLSP was planned for gradual development. However, with the rate of development and rise in inflation costs, staff is asking for a budget amendment to cover the cost of maintenance for CLSP Phase 1D.

Staff is requesting Council approve a budget amendment for FY 22/23 as follows:

Increase Appropriation (Trees & Landscaping)

2680-50-55-420-27-00                      \$11,100

Increase Appropriation (Street Light Maintenance)

2680-50-55-420-31-00                      \$1,406

**ATTACHMENTS:**

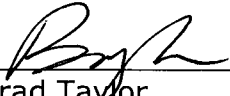
- A. Resolution Accepting Public Improvements with Associated Condition for Tract 4105, Phase 1D, in the Central Lathrop Specific Plan from Lathrop Land Acquisition, LLC and Approving Budget Amendment for Maintenance
- B. Vicinity Map
- C. GASB 34 Report – Tract 4105 CLSP Phase 1D

**CITY MANAGER'S REPORT** **PAGE 4**  
**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**  
**ACCEPT PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITION FOR**  
**TRACT 4105, PHASE 1D, LOCATED IN THE CLSP FROM LATHROP LAND**  
**ACQUISITION, LLC AND APPROVE BUDGET AMENDMENT FOR MAINTENANCE**

**APPROVALS:**

  
\_\_\_\_\_  
Bellal Nabizadah  
Assistant Engineer

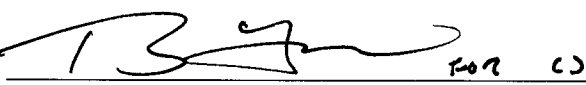
3/2/23  
Date

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

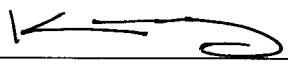
3/3/2023  
Date

  
\_\_\_\_\_  
Todd Sebastian  
Parks, Recreation, & Maintenance Director


2.3.2023  
Date

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

3/2/2023  
Date

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

3/2/2023  
Date

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

3.2-2023  
Date

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

3.7.23  
Date

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITION FOR TRACT 4105, PHASE 1D, IN THE CENTRAL LATHROP SPECIFIC PLAN FROM LATHROP LAND ACQUISITION, LLC AND APPROVING BUDGET AMENDMENT FOR MAINTENANCE**

**WHEREAS**, on October 5, 2006, the City approved a Vesting Tentative Map (VTM) for Tract 3533 to create 62 parcels on 960 acres of land. On March 20, 2007, the City approved a VTM for Tract 3647 to subdivide a portion of Tract 3533 into 1,071 parcels on 190 acres of land. The land for Tract 4105, Phase 1D, is within the geographic boundaries of the VTMs for Tracts 3533 and 3647; and

**WHEREAS**, on February 14, 2022, City Council approved Tract 4105, establishing 271 single-family lots. As required by the City’s subdivision ordinance, the approved Tract 4105 included an SIA to guarantee certain public improvements associated with the final map. Saybrook has completed most of the improvements associated with the SIA for Tract 4105; and

**WHEREAS**, Lathrop Land Acquisition, LLC (Saybrook) has completed most of the improvements associated with the SIA for Tract 4105. Due to delays with Pacific Gas & Electric (PG&E), the Tract is not energized. Staff recommends City Council accept Public Improvements contingent on the Tract being energized; and

**WHEREAS**, approval to accept the improvements contingent on completion will accelerate the construction of the homes by allowing Saybrook to sell the land to the builders, rather than waiting for a full acceptance during a later City Council meeting; and

**WHEREAS**, to ensure that the unfinished improvements are completed, Performance Bond No. PB01987300007 for \$15,526,694.10 and Labor & Materials No. PB01987300007 for \$7,763,347.05 will remain in place until the Tract is energized, inspected by staff, and deemed complete by the City Engineer. Upon completion of the energization, the bonds will be released, and maintenance will begin; and

**WHEREAS**, Saybrook has provided one-year warranty bonds based on 10% of the completed improvements construction cost and both a master lien release and lien releases from each contractor. The warranty bond values and descriptions are detailed in Table 1 below:

**Table 1**

<b>Contractor</b>	<b>Scope of Work</b>	<b>Bond Number</b>	<b>Bond Value</b>
Teichert Construction	Mass Grading	070214801-M	\$219,158.10
Teichert Construction	Underground and Top Side	070214819-M	\$898,955.63

Teichert Construction	Offsite Sidewalk	070214802-M	\$17,893.85
Smith Denison	Joint Trench	100723204	\$346,694.60
David Hall Masonry	Sound Walls	1001086888	\$137,343.50
Green Valley Landscaping	Landscaping	CAC719811	\$116,848.67

**WHEREAS**, City staff will confirm when the condition has been met and will subsequently request the City Engineer to release the Performance and Labor & Materials bonds. This will allow for the City to start maintenance of the improvements; and

**WHEREAS**, the City's maintenance costs will increase because of the additional improvements that have to be maintained. The City's Service Maintenance CFD 2019-02 has been established to help fund City maintenance and operating costs; and

**WHEREAS**, the initial budget for CFD 2019-02 for CLSP was planned for gradual development. However, with the rate of development and rise in inflation cost, staff request approval of a budget amendment to cover the City's maintenance for the CLSP Phase 1D neighborhood; and

**WHEREAS**, staff is requesting Council to approve a budget amendment for FY 22/23 as follows;

Increase Appropriation (Trees & Landscaping)

2680-50-55-420-27-00                      \$11,100

Increase Appropriation (Park Light Maintenance)

2680-50-55-420-31-00                      \$1,406

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby accept the public improvements associated with the Subdivision Improvement Agreement for Tract 4105 in the Central Lathrop Specific Plan from Lathrop Land Acquisition, LLC in accordance with City specifications, contingent on the Tract being energized and City Engineer confirming improvements are complete when this condition has been met and upon satisfaction of the condition. Council authorizes the release of the Performance and Labor & Materials bonds.

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop does hereby approve the budget amendment to increase the expenditure account to CLSP CFD 2019-02 budget for the FY 22/23 as detailed above.



The foregoing resolution was passed and adopted this 13<sup>th</sup> day of March 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

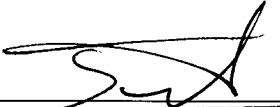
ABSENT:

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

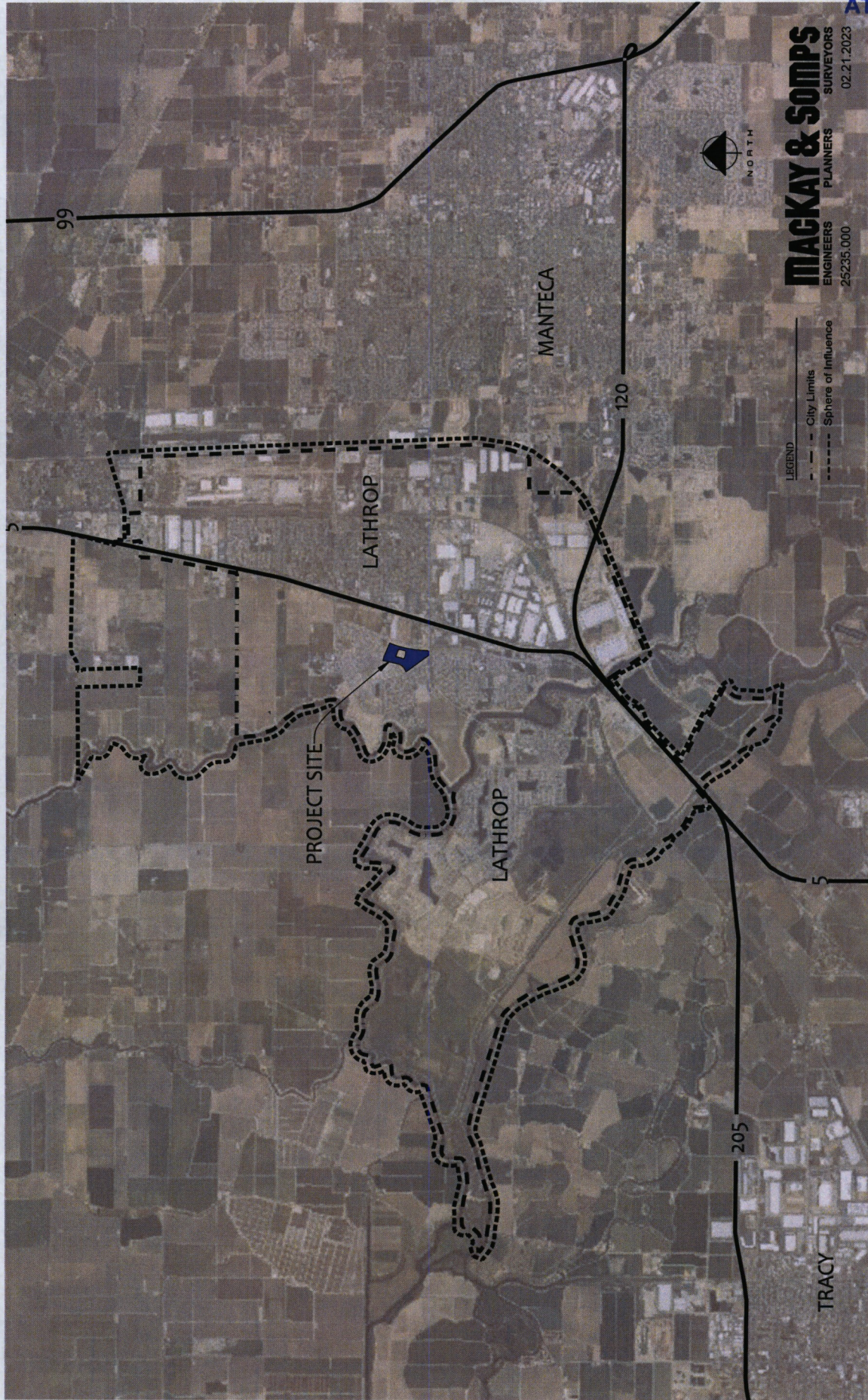
**ATTEST:**

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

**APPROVED AS TO FORM:**

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

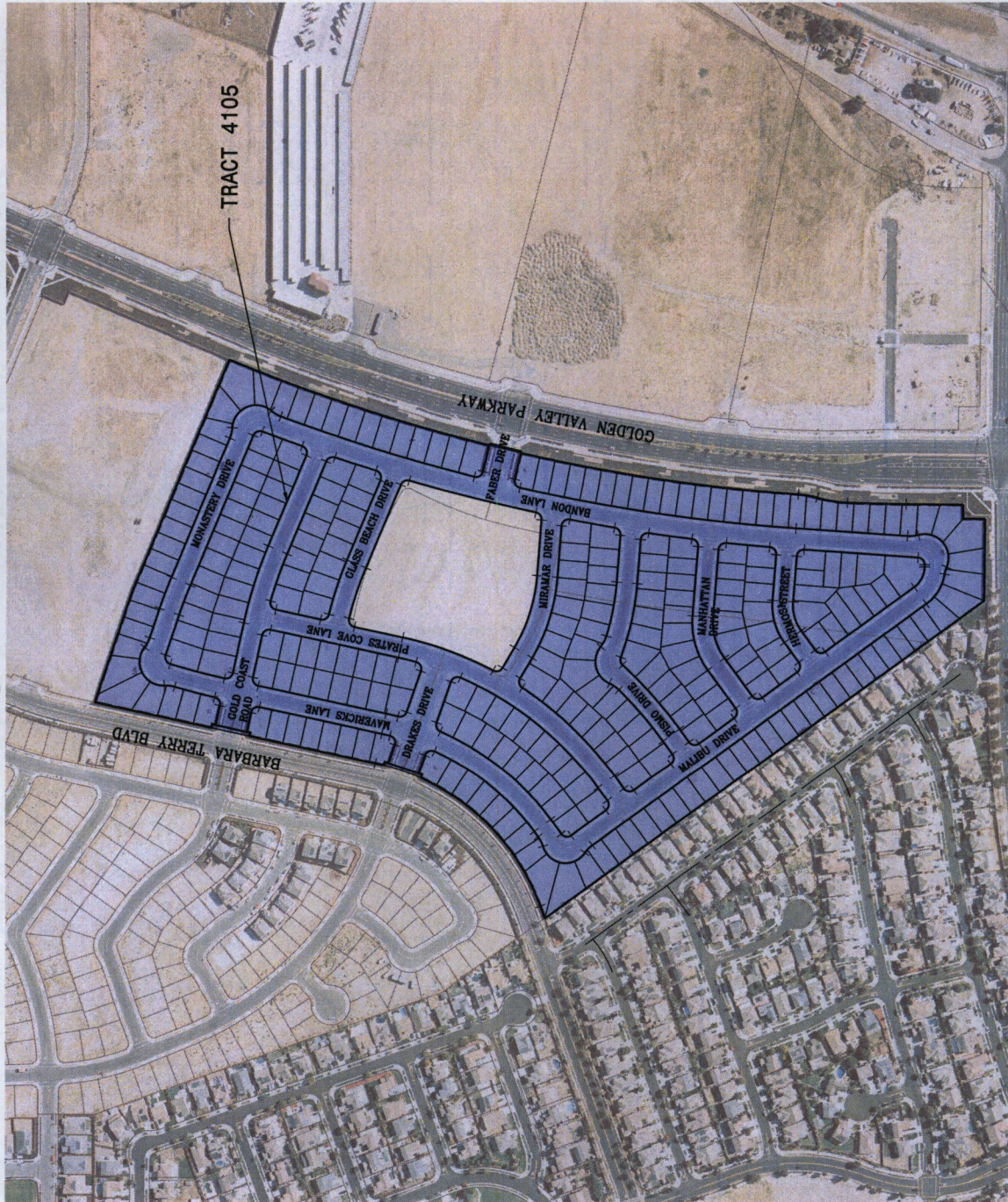
CENTRAL LATHROP SPECIFIC PLAN - TRACT 4105 - NEIGHBORHOOD 1D REGIONAL VICINITY MAP



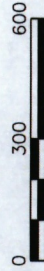
ATTACHMENT "B"

02-21-2023 9:39am Jeff Matson P:\25235\DES\EXH-D\TRACT 4105 - NEIGHBORHOOD 1D - REGIONAL MAP.DWG

CENTRAL LATHROP SPECIFIC PLAN - TRACT 4105 - NEIGHBORHOOD 1D SITE MAP



NORTH



SCALE: 1" = 300'

**MACKAY & SOMPS**  
ENGINEERS PLANNERS SURVEYORS  
25235.000 02.21.2023

City of Lathrop  
Project Acceptance  
(GASB 34 Report)

Submitted By: Mackay & Soms - Jeff Matson

Date: 02/28/2023

Project: Tract 4105 - Neighborhood Improvements

Address: Tract 4105 - Neighborhood 1D in the Central Lathrop Specific Plan

SOFT COSTS		Unit Price	Amount
1	Inspection Fees (City of Lathrop)	\$114,799.50	\$114,799.50
2	Geotechnical Report (Engeo)	\$21,000.00	\$21,000.00
3	Environmental testing & Observation Services (Engeo)	\$201,383.79	\$201,383.79
4	Civil Engineering (Mackay & Soms)	\$513,535.40	\$513,535.40
5	Construction Staking (Mackay & Soms)	\$317,181.30	\$317,181.30
6	Topside and Underground (Teichert overtime charges)	\$194,903.00	\$194,903.00
7	Joint Trench Design (Vizion)	\$115,065.00	\$115,065.00
		<b>Subtotal:</b>	<b>\$1,477,867.99</b>

Item	Description	Unit	Qty	Unit Price	Amount
<b>A</b>	<b>Grading</b>	LS	1	\$2,191,581.00	\$2,191,581.00
1	Clearing	Acre	48		
2	Compact original Grade	SD	1,240,079		
3	Rough Grading	CY	53,977		
4	Overex streets to Pads	CY	13,463		
5	Import	CY	13,463		
6	Basin Fine Grading	SF	200,339		
7	Finish Lots	EA	271		
8	Sound Wal Berm	LF	3,722		
9	Construction Entrance	EA	2		
10	Office Trailer	MO	8		
11	Access Road relocation	LS	1		
12	Dewatering	LF	10,150		

**Subtotal: \$2,191,581.00**

<b>B</b>	<b>Fine Grade, Rock and Pave</b>				
1	Finish Grade Right of Way	SF	728,808	\$0.43	\$313,387.44
2	Re-certify pads after joint trench	EA	271	\$117.00	\$31,707.00
3	4"AC	SF	379,684	\$2.43	\$922,632.12
4	Sweep & Tack between lifts	SF	379,684	\$0.09	\$34,171.56
5	4"AB	SF	409,111	\$0.90	\$368,199.90
6	12" QuickLime	SF	409,111	\$1.12	\$458,204.32
7	7"AB @ Residential Driveway	SF	26,200	\$4.05	\$106,110.00
8	Remove Exist Ac	LS	1	\$3,900.00	\$3,900.00
9	SawCut	LF	200	\$5.79	\$1,158.00
10	Irrigation Sleeves 2 per lot	Lot	271	\$241.00	\$65,311.00
11	Corner Lot sleeve 1 per lot	Lot	39	\$125.00	\$4,875.00
12	Survey Monuments	EA	82	\$770.00	\$63,140.00
13	Street Name Signs	LS	1	\$52,250.00	\$52,250.00
13	Additional Signs (CO#1)	LS	1	\$10,800.00	\$10,800.00
14	Striping and Markings	LS	1	\$33,350.00	\$33,350.00

**Subtotal: \$2,469,196.34**

<b>C</b>	<b>Concrete Work</b>				
1	Curb and Gutter	LF	19,618	\$26.77	\$525,173.86
2	Type F MECurband Apron	LF	577	\$44.95	\$25,936.15
3	5' Sidewalk	SF	101,277	\$5.84	\$591,457.68
4	Accessible Ramps	EA	38	\$2,425.00	\$92,150.00

Item	Description	Unit	Qty	Unit Price	Amount
5	Midblock Ramps	EA	1	\$1,390.00	\$1,390.00
6	Residential Driveways	EA	271	\$895.00	\$242,545.00
7	Dowels at Driveways	EA	271	\$125.00	\$33,875.00
8	Park Sidewalk	SF	9,427	\$6.49	\$61,181.23

**Subtotal: \$1,573,708.92**

**D Sanitary Sewer**

1	8" Sewer	LF	9855	\$63.00	\$620,865.00
2	4" Service	EA	271	\$1,333.00	\$361,243.00
3	48" Sewer Manhole	EA	42	\$7,175.00	\$301,350.00
4	Connect to Existing sewer	EA	2	\$4,915.00	\$9,830.00

**Subtotal: \$1,293,288.00**

**E Storm Drain**

1	15"SD Sanitite	LF	1703	\$73.00	\$124,319.00
2	15"SD Sanitite DL Lead	LF	3237	\$75.00	\$242,775.00
3	18" SD Sanitite	LF	1260	\$82.00	\$103,320.00
4	24" SD Sanitite	LF	1600	\$128.00	\$204,800.00
5	36" SD SAnitite	LF	1320	\$213.00	\$281,160.00
6	48" SD Sanitite	LF	558	\$282.00	\$157,356.00
7	60" SD RCP Class 3	LF	506	\$352.00	\$178,112.00
8	72" SD RCP Class 3	LF	106	\$445.00	\$47,170.00
9	Type 1 Curb Inlet	EA	87	\$4,325.00	\$376,275.00
10	48" SD mAnhole	EA	15	\$6,125.00	\$91,875.00
11	72" SD manhole	EA	5	\$7,245.00	\$36,225.00
12	Junction Structure	EA	1	\$88,900.00	\$88,900.00
13	Drainage iNlet	EA	2	\$5,480.00	\$10,960.00
14	Park Storm Stubs	EA	2	\$1,300.00	\$2,600.00
15	Curb Inlet (saddle base)	EA	6	\$7,120.00	\$42,720.00
16	Connet to existing	EA	1	\$4,425.00	\$4,425.00

**Subtotal: \$1,992,992.00**

**E Domestic Water**

1	8" Water	LF	10784	\$54.00	\$582,336.00
2	8" Gate Valve	EA	59	\$2,290.00	\$135,110.00
2	8" Gate Valve (CO#2)	EA	11	\$2,290.00	\$25,190.00
3	1.5" Water Service	EA	271	\$1,531.00	\$414,901.00
4	1.5" Water Service (park)	EA	1	\$1,635.00	\$1,635.00
5	Irrigation Service	EA	2	\$2,555.00	\$5,110.00
6	Fire Hydrants	EA	21	\$9,780.00	\$205,380.00
7	Temp BOV	EA	2	\$807.00	\$1,614.00
8	Bacteria Sampling Station	EA	1	\$3,750.00	\$3,750.00
9	Air Release Valves	EA	2	\$4,105.00	\$8,210.00
10	Connect to existing	EA	3	\$5,225.00	\$15,675.00

**Subtotal: \$1,398,911.00**

**E Recycled Water**

1	6" Recycled Water	LF	165	\$52.00	\$8,580.00
2	6" Recycled Water (Change Order #1/ Revision)	LF	790	\$61.00	\$48,190.00
3	6" Gate Valve	EA	1	\$1,407.00	\$1,407.00
4	6" Gate Valve (Change Order #1 / Revision)	EA	1	\$1,555.00	\$1,555.00
5	2" Recycled water Service (Change Order #1 / Revision)	EA	1	\$3,100.00	\$3,100.00
6	Temp Blowoff Valve	EA	1	\$1,250.00	\$1,250.00
7	Connect To Exist	EA	1	\$2,475.00	\$2,475.00

**Subtotal: \$57,977.00**

**E Streetlights**

1	55W Streetlights with photocell	EA	72	\$11,576.00	\$833,472.00
2	Splice Boxes	EA	103	\$1,110.00	\$114,330.00
3	2"PVC Conduit with 2/0	LF	4373	\$13.50	\$59,035.50
4	2" PVC conduit with 3/0	LF	121	\$14.50	\$1,754.50

Item	Description	Unit	Qty	Unit Price	Amount
5	Meter Pedestal	4	4	\$9,950.00	\$39,800.00
<b>Subtotal:</b>					<b>\$1,048,392.00</b>
<b>Hard Cost Subtotal</b>					<b>\$9,556,849.92</b>
<b>Softcost Total</b>					<b>\$1,477,867.99</b>
<b>Total</b>					<b>\$11,034,717.91</b>

## ITEM 4.16

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

**ITEM:** **ACCEPT PUBLIC IMPROVEMENTS, PUBLIC RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENTS ASSOCIATED WITH EP NO. 2020-67, LOCATED AT 15299 MCKINLEY AVENUE FROM SUNRISE TRUCKING INC.**

**RECOMMENDATION:** **Adopt Resolution Accepting Public Improvements, Public Right-of-Way and Public Utility Easements Associated with Encroachment Permit No. 2020-67 from Sunrise Trucking Inc., located at 15299 McKinley Avenue**

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#### **SUMMARY:**

Sunrise Trucking Inc., the developer of the truck parking facility located at 15299 McKinley Avenue, completed the public improvements associated with Encroachment Permit (EP) 2020-67. Staff inspected the improvements and they have been deemed complete and in accordance with the approved plans and specifications by the City Engineer. The approximate value of the improvements constructed is \$239,131.75, as shown in the GASB 34 Report included as Attachment "C".

Sunrise Trucking Inc. 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. A Vicinity Map is included in Attachment "B". The Conditions of Approval (COAs) for this project required the dedication of all necessary public right-of-way and public utility easements along E. Louise Avenue and McKinley Avenue, which have been provided to the City.

Staff recommends City Council accept the completed public improvements in accordance with City specifications associated with the EP No. 2020-67. Staff also recommends City Council accept the right-of-way and public utility easements.

#### **BACKGROUND:**

The City of Lathrop Planning Commission approved Site Plan Review 20-107 (SPR 20-107) by Resolution 20-13 on December 2, 2020, for a truck parking facility located at 15299 McKinley Avenue. The project included 216 commercial trucks and 55-truck trailer parking on three sites totaling 16.11 acres in size.

The COAs associated with SPR-20-107 required the installation of frontage improvements along E. Louise Avenue and McKinley Avenue, including but not limited to paving, landscaping, fencing, lighting, curb, gutter, and sidewalk. The COAs also required the dedication of all public right-of-way easements (ROW) necessary for the ultimate width along E. Louise Avenue and McKinley Avenue.

**MARCH 13, 2023, CITY COUNCIL REGULAR MEETING**

**ACCEPT PUBLIC IMPROVEMENTS, PUBLIC RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENTS ASSOCIATED WITH EP NO. 2020-67, LOCATED AT 15299 MCKINLEY AVENUE FROM SUNRISE TRUCKING INC.**

A 10-foot public utility easements (PUE) was also required to be dedicated along all ROW frontages. The developer has provided offers of dedication for both the ROW and PUE.

Construction of the frontage improvements are complete and the approximate value of the improvements proposed to be accepted is \$239,131.75, as shown in the GASB 34 Report. These improvements have been inspected by staff and have been deemed complete by the City Engineer.

Sunrise Trucking Inc. provided a performance bond (Bond No. CAC718643) with EP 2020-67 in the amount shown in Table 1 below that guaranteed the construction of the offsite improvements. The bond will be released and replaced with the warranty bond by the City Engineer upon acceptance of the improvements. After the initial one-year warranty period, the operating and maintenance costs of these improvements will be funded by the Council approved operating budget.

*Table 1*

<b>Description</b>	<b>Performance Bond Number &amp; Amount</b>	<b>Warranty Bond Number &amp; Amount</b>
Encroachment Permit 2020-67	CAC718643 \$262,500	100001973 \$23,913.18

**REASON FOR RECOMMENDATION:**

Staff inspected the improvements listed in the GASB 34 Report and they have been deemed complete and in accordance with the approved plans and specifications by the City Engineer. Sunrise Trucking Inc., has submitted lien releases for the improvements being accepted. Staff has received the one-year warranty bond and as-built drawings for said improvements. Staff recommends Council accept the improvements and associated ROW & PUE easements.

**FISCAL IMPACT:**

The GASB 34 report attached details the \$239,131.75 expended on the improvements proposed to be accepted. The future operating and maintenance costs of these improvements will be funded by the Council approved Local Street Fund 2080.

The one-year warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements.



**MARCH 13, 2023, CITY COUNCIL REGULAR MEETING**

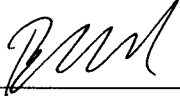
**ACCEPT PUBLIC IMPROVEMENTS, PUBLIC RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENTS ASSOCIATED WITH EP NO. 2020-67, LOCATED AT 15299 MCKINLEY AVENUE FROM SUNRISE TRUCKING INC.**

**ATTACHMENTS:**

- A. Adopt Resolution Accepting Public Improvements, Public Right-of-Way and Public Utility Easements Associated with Encroachment Permit No. 2020-67 from Sunrise Trucking Inc., Located at 15299 McKinley Avenue
- B. Vicinity Map
- C. GASB 34 Report – 15299 McKinley Avenue
- D. Offer of Dedication of Right of Way Easement for McKinley Avenue
- E. Offer of Dedication of Public Utility Easement for McKinley Avenue
- F. Offer of Dedication of Right of Way Easement for Louise Avenue
- G. Offer of Dedication of Public Utility Easement for Louise Avenue

**CITY MANAGER'S REPORT** **PAGE 4**  
**MARCH 13, 2023, CITY COUNCIL REGULAR MEETING**  
**ACCEPT PUBLIC IMPROVEMENTS, PUBLIC RIGHT-OF-WAY AND PUBLIC**  
**UTILITY EASEMENTS ASSOCIATED WITH EP NO. 2020-67, LOCATED AT**  
**15299 MCKINLEY AVENUE FROM SUNRISE TRUCKING INC.**

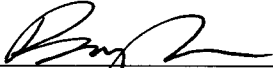
**APPROVALS:**



\_\_\_\_\_  
Bellal Nabizadah  
Assistant Engineer

2/28/23

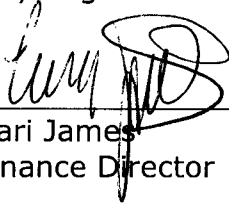
Date



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

3/2/2023

Date



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

3/2/2023

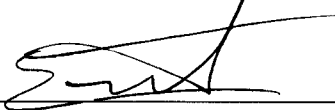
Date



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

3.2.2023

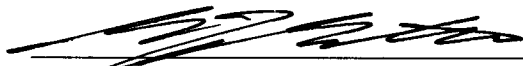
Date



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

3.2.2023

Date



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

3.7.23

Date

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS, PUBLIC RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENTS ASSOCIATED WITH ENCROACHMENT PERMIT NO. 2020-67 FROM SUNRISE TRUCKING INC., LOCATED AT 15299 MCKINLEY AVENUE**

**WHEREAS**, the City of Lathrop Planning Commission approved Site Plan Review 20-107 (SPR 20-107) by Resolution 20-13 on December 2, 2020, for a truck parking facility located at 15299 McKinley Avenue. The project included 216 commercial trucks and 55-truck trailer parking on three sites totaling 16.11 acres in size; and

**WHEREAS**, the Conditions of Approval (COAs) associated with SPR-20-107 required the installation of frontage improvements along E. Louise Avenue and McKinley Avenue, including but not limited to paving, landscaping, fencing, lighting, curb, gutter, and sidewalk; and

**WHEREAS**, construction of the frontage improvements are complete and the approximate value of the improvements proposed to be accepted is \$239,131.75, as shown in the GASB 34 Report; and

**WHEREAS**, the COAs also required the dedication of all public right-of-way easement (ROW) necessary for the ultimate width of E. Louise Avenue and McKinley Avenue. A 10-foot public utility easement (PUE) was also required to be dedicated along all ROW frontages. The developer has provided offers of dedication for both the ROW and PUE; and

**WHEREAS**, Sunrise Trucking Inc., the developer of the Truck Parking facility, provided a performance bond (Bond No. CAC718643) with Encroachment Permit (EP) 2020-67 in the amount shown in Table 1 below that guaranteed the construction of the offsite improvements. The bond will be released and replaced with the warranty bond by the City Engineer upon acceptance of the improvements; and

*Table 1*

<b>Description</b>	<b>Performance Bond Number &amp; Amount</b>	<b>Warranty Bond Number &amp; Amount</b>
Encroachment Permit 2020-67	CAC718643 \$262,500	100001973 \$23,913.18

**WHEREAS**, staff inspected the improvements listed in the GASB 34 Report and they have been deemed complete and in accordance with the approved plans and specifications by the City Engineer; and

**WHEREAS**, Sunrise Trucking Inc., has submitted lien releases for the improvements being accepted; and

**WHEREAS**, the City's maintenance costs will increase because of the additional improvements that have to be maintained. The future operating and maintenance costs of these improvements will be funded by the Council approved Local Street Fund 2080.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby accept the public improvements, public right-of-way and public utility easements associated with EP No. 2020-67 from Sunrise Trucking Inc., located at 15299 McKinley Avenue.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

---

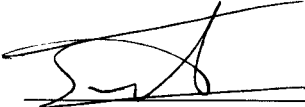
Sonny Dhaliwal, Mayor

**ATTEST:**

---

Teresa Vargas  
City Clerk

**APPROVED AS TO FORM:**

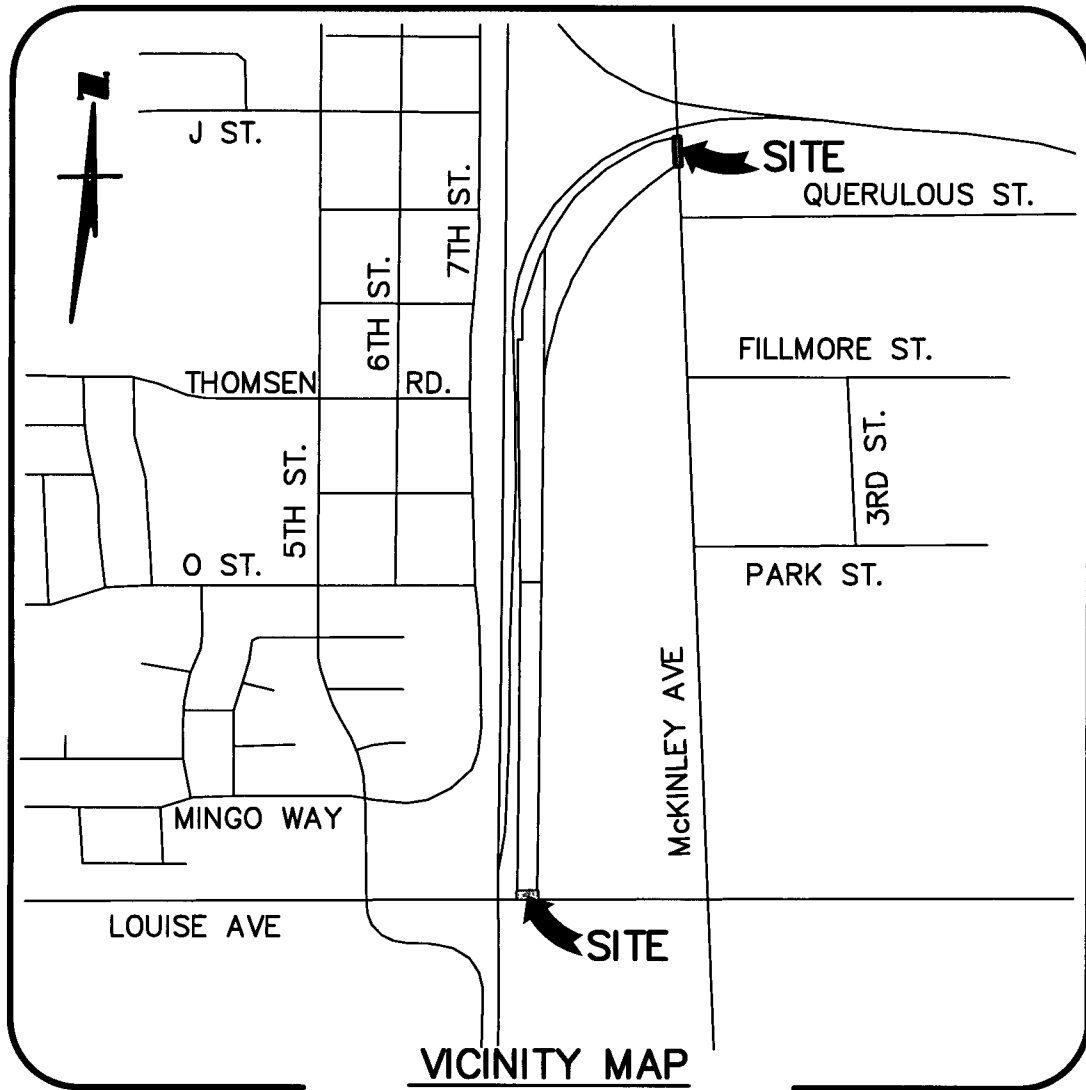


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Salvador Navarrete  
City Attorney

# VICINITY MAP FOR SUKHCHAIN GILL

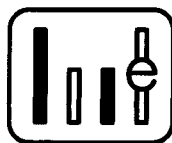
ATTACHMENT  
"B"



VICINITY MAP  
NOT TO SCALE

## SUNRISE TRUCKING

LATITUDE: 37° 49' 18.88" N / LONGITUDE: -121° 16' 22.91" W  
15299 MCKINLEY AVENUE  
LATHROP, CA 95330  
SAN JOAQUIN COUNTY



**WONG ENGINEERS, INC.**  
PLANNING ENGINEERING SURVEYING  
4578 FEATHER RIVER DRIVE, SUITE A  
STOCKTON, CALIFORNIA (209) 476-0011



City of Lathrop  
Project Acceptance  
(GASB 34 Report)

Submitted By: Wong Engineers, Inc. (Zachary Wong) - Project Engineer

Date: 1/25/2023

Project: McKinley Avenue/ Louise Avenue Offsite Improvement Plans

Address: 15299 McKinley Avenue

<b>SOFT COSTS</b>		<b>Unit Price</b>	<b>Amount</b>
1	PERMITTING FEES	\$ 19,932.50	\$ 19,932.50
2	CIVIL COSTS	\$ 12,647.50	\$ 12,647.50
		<b>Subtotal:</b>	<b>\$ 32,580.00</b>

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Amount</b>	
<b>A SITE PREPERATION AND GRADING</b>						
1	Clearing and Grubbing	LS	1	\$ 3,000.00	\$ 3,000.00	
2	Sawcut	LS	1	\$ 2,500.00	\$ 2,500.00	
3	Remove Existing Asphalt	SF	3,243	\$ 4.00	\$ 12,972.00	
4	Erosion Control	LS	1	\$ 3,500.00	\$ 3,500.00	
5	Rough Grading	LS	1	\$ 16,500.00	\$ 16,500.00	
					<b>Subtotal:</b>	<b>\$ 38,472.00</b>
<b>B WATER</b>						
1	1" Water Service (McKinley Avenue)	EA	1	\$ 7,500.00	\$ 7,500.00	
					<b>Subtotal:</b>	<b>\$ 7,500.00</b>
<b>C STORM WATER</b>						
1	12" PVC (Louise Avenue)	LF	16	\$ 55.00	\$ 880.00	
2	12" PVC (McKinley Avenue)	LF	13	\$ 55.00	\$ 715.00	
3	Catch Basin (Louise Avenue)	EA	1	\$ 5,000.00	\$ 5,000.00	
4	Catch Basin (McKinley Avenue)	EA	1	\$ 5,000.00	\$ 5,000.00	
					<b>Subtotal:</b>	<b>\$ 11,595.00</b>
<b>D LANDSCAPING</b>						
1	Landscaping	LS	1	\$ 8,450.00	\$ 8,450.00	
					<b>Subtotal:</b>	<b>\$ 8,450.00</b>
<b>E STREET IMPROVEMENTS (LOUISE AVENUE)</b>						
1	Curb and Gutter	LF	175	\$ 40.00	\$ 7,000.00	
2	10' Wide Sidewalk	SF	880	\$ 7.50	\$ 6,600.00	
3	Driveway	SF	646	\$ 8.00	\$ 5,168.00	
4	4" Overlay to Centerline	SF	4,347	\$ 3.25	\$ 14,127.75	
5	9"AC/11.5" AB	SF	2,449	\$ 12.00	\$ 29,388.00	
6	AC Dike	LS	1	\$ 3,500.00	\$ 3,500.00	
					<b>Subtotal:</b>	<b>\$ 65,783.75</b>
<b>F STREET IMPROVEMENTS (MCKINLEY AVENUE)</b>						
1	Curb and Gutter	LF	159	\$ 40.00	\$ 6,360.00	
2	10' Wide Sidewalk	SF	634	\$ 7.50	\$ 4,755.00	
3	Driveway	SF	420	\$ 8.00	\$ 3,360.00	
4	4" Overlay to Centerline	SF	2,800	\$ 3.25	\$ 9,100.00	
5	9"AC/11.5" AB	SF	1,898	\$ 12.00	\$ 22,776.00	
					<b>Subtotal:</b>	<b>\$ 46,351.00</b>
<b>G STREET LIGHTING</b>						
1	Street lighting	LS	1	\$ 7,000.00	\$ 7,000.00	
2	2" PVC	LF	160	\$ 8.00	\$ 1,280.00	
					<b>Subtotal:</b>	<b>\$ 8,280.00</b>

<b>H SIGNING &amp; STRIPING</b>						
1	Asphalt Striping	LF	508	\$	15.00	\$ 7,620.00
2	Caltrans MUTCD Sign R26	EA	4	\$	500.00	\$ 2,000.00
3	Caltrans MUTCD Sign R6-1R	EA	1	\$	500.00	\$ 500.00
						<b>Subtotal: \$ 10,120.00</b>
<b>I MISCELLANEOUS</b>						
2	Traffic Control	LS	1	\$	10,000.00	\$ 10,000.00
						<b>Subtotal: \$ 10,000.00</b>

<b>HARD COST TOTAL</b>	<b>\$ 206,551.75</b>
<b>SOFT COST TOTAL</b>	<b>\$ 32,580.00</b>
<b>OVERALL TOTAL</b>	<b>\$ 239,131.75</b>

\*Hard Costs from Herb Prezler Construction and United Paving.





**RECORDING REQUESTED BY, AND  
WHEN RECORDED MAIL TO:**

CITY OF LATHROP  
ATTN: CITY CLERK  
390 TOWNE CENTRE DRIVE  
LATHROP, CA 95330  
*Exempt from payment of recording fees (GC 27383)*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Offer of Dedication  
for Public Right-of-Way Easement  
McKinley Avenue (APN 198-060-19)**

THIS INSTRUMENT BENEFITS THE CITY ONLY. NO FEE REQUIRED.

THE UNDERSIGNED GRANTOR(S) DECLARE(S): DOCUMENTARY TRANSFER TAX IS \$ 0.00 R&TC Transfer to Government Agency  
( ) computed on full value of property conveyed, or  
( ) computed on full value less liens and encumbrances remaining at time of sale.  
( ) Unincorporated area (X) City of Lathrop

For a valuable consideration, receipt of which is hereby acknowledged,  
**Sunrise Trucking Inc., a California corporation, legal landowner "Grantor(s)",**

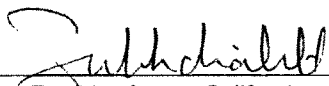
hereby grants to CITY OF LATHROP, a California municipal corporation "Grantee",

a public right-of-way easement for public purposes over all that real property in City of Lathrop, San Joaquin County, State of California, described as:

\*\*\*See attached Exhibit "A" and Exhibit "B" attached hereto and made a part hereof\*\*\*

In witness whereof the undersigned have executed this instrument on this 3<sup>rd</sup> day of Feb, 2023

Grantor(s): LANDOWNER

By:   
Sunrise Trucking Inc., a California corporation  
Name: Sukhchain Singh Gill  
Title: President

# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**State of California**

County of San Joaquin

} S.S.

On 2/3/2023 before me, Mandeep Bhuller, Notary Public  
Name of Notary Public Title


personally appeared Sukhchan Singh Gill  
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



EEP BHUL  
M. # 24111  
PUBLIC - CALIF N  
AQUIN COU

Seal

### OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.*

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification     credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

- Additional Signer     Signer(s) Thumbprints(s)
- \_\_\_\_\_



**Wong Engineers, Inc.**  
 4578 Feather River Drive, Suite A  
 Stockton, California 95219  
 Phone (209) 476-0011

Zachary C. Wong P.E., P.L.S.

FEBRUARY 24, 2021

**DESCRIPTION OF EASEMENT DEDICATION FOR 22-FOOT-WIDENING OF  
 MCKINLEY AVENUE**

A PORTION OF EAST ONE HALF OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT THE NORTHEAST CORNER OF PARCEL DESCRIBED IN GRANT DEED TO SUNRISE TRUCKING INC., RECORDED AUGUST 14, 2020 IN DOCUMENT NUMBER 2020-101938, SAN JOAQUIN COUNTY RECORDS, ALSO AT THE INTERSECTION OF SOUTH RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD AND WEST LINE OF MCKINLEY AVENUE (VARIED IN WIDTH); THENCE ALONG THE WEST LINE OF SAID MCKINLEY AVENUE AND MOST EASTERLY LINE OF SAID GRANT DEED, SOUTH 2°27'00" EAST, 154.41 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID GRANT DEED; THENCE ALONG THE SOUTHERLY CURVE OF SAID GRANT DEED TO THE LEFT WITH A RADIUS OF 1432.70 FEET, THROUGH A CENTRAL ANGLE OF 1°01'01" (THE LONG CHORD OF WHICH BEARS SOUTH 57°27'50" WEST, 25.43 FEET), AN ARC DISTANCE OF 25.43 FEET; THENCE PARALLEL WITH THE MOST EASTERLY LINE OF SAID GRANT DEED AND WEST LINE OF SAID MCKINLEY AVENUE, NORTH 2°27'00" WEST, 162.19 FEET TO THE NORTHERLY CURVE OF SAID GRANT DEED; THENCE ALONG THE NORTHERLY CURVE OF SAID GRANT DEED TO THE RIGHT WITH A RADIUS OF 1025.58 FEET, THROUGH A CENTRAL ANGLE OF 1°15'36" (THE LONG CHORD OF WHICH BEARS NORTH 74°49'33" EAST, 22.55 FEET), AN ARC DISTANCE OF 22.55 FEET TO THE NORTHEAST CORNER OF SAID GRANT DEED AND TO THE POINT OF BEGINNING.**

CONTAINING 3,483 SQUARE FEET, MORE OR LESS.

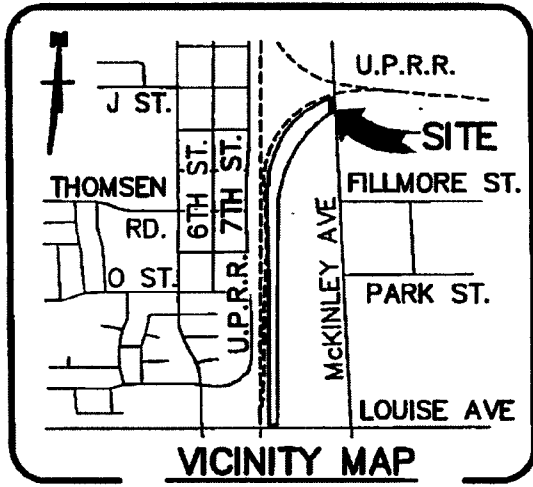
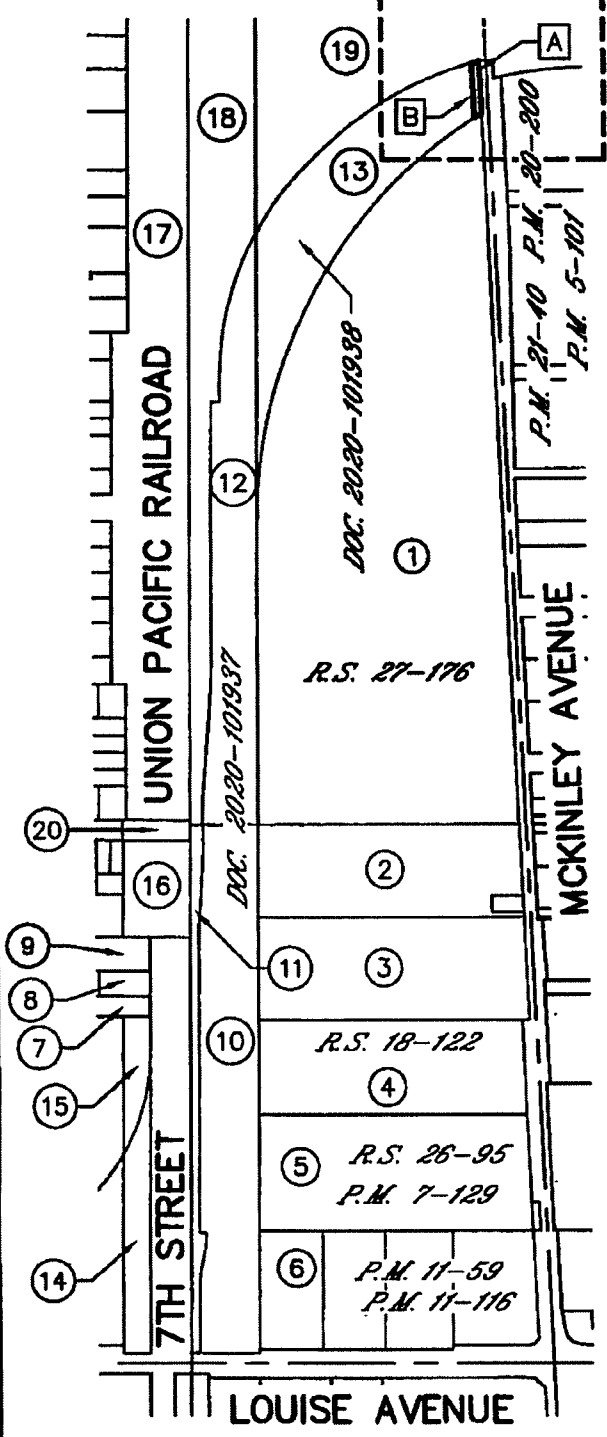
END OF DESCRIPTION.

ATTACHED IS A PLAT ENTITLED EXHIBIT "B" WHICH BY REFERENCE IS MADE PART THEREOF.



PREPARED BY: Zachary C. Wong

SEE SHEET 2

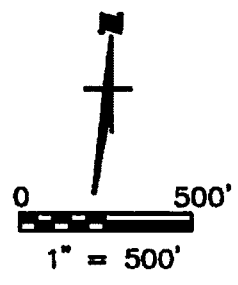


**VICINITY MAP**  
NOT TO SCALE

APN TABLE	
1	198-060-02
2	198-060-20
3	198-100-01
4	198-100-02
5	198-100-03
6	198-100-04
7	196-510-13
8	196-510-12
9	196-510-14
10	198-010-46
11	198-010-45
12	198-010-44
13	198-060-19
14	196-510-11
15	196-510-10
16	198-010-23
17	198-010-37
18	198-010-48
19	198-010-47
20	198-010-22

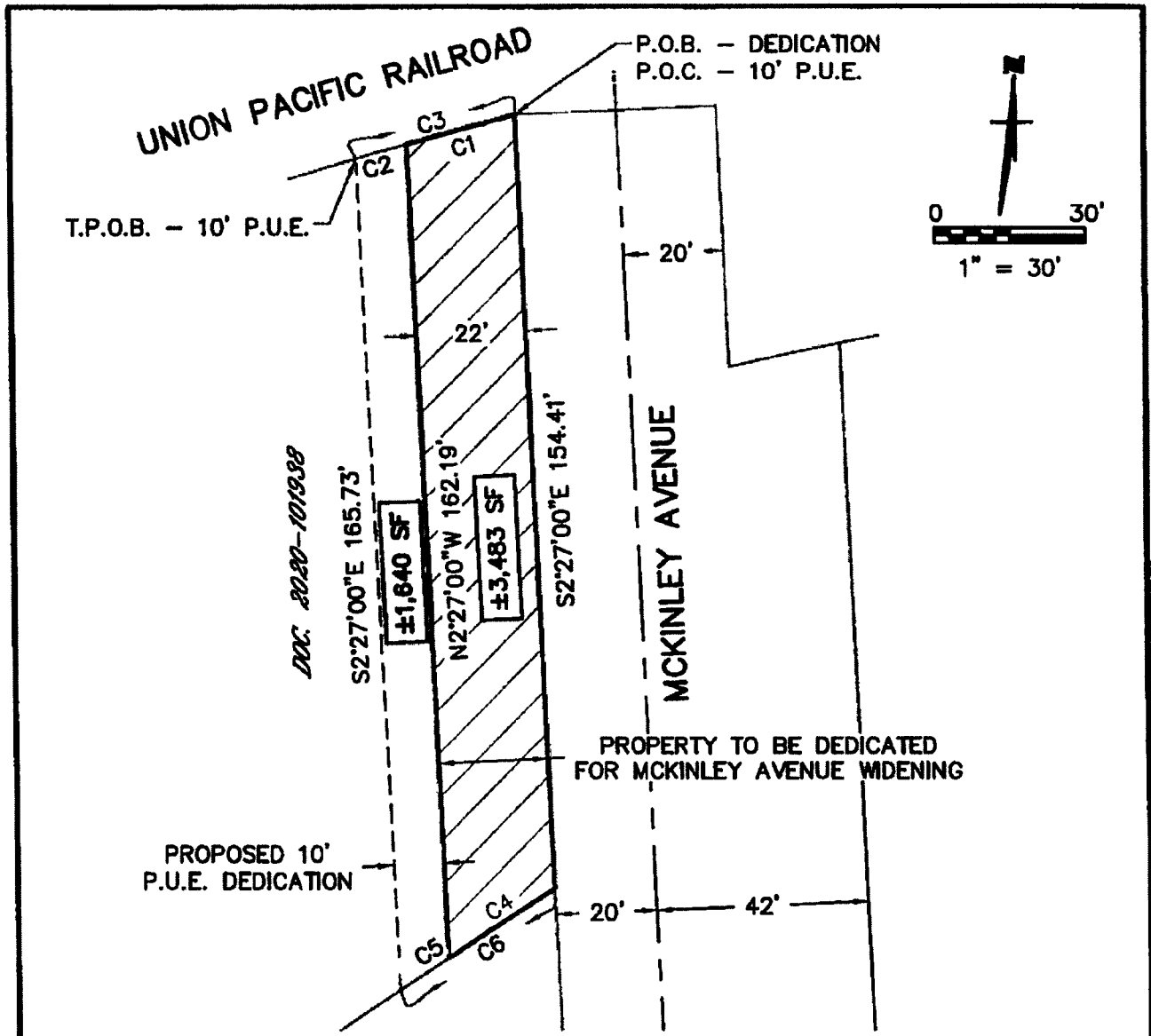
**NOTES:**

- A** PROPERTY TO BE DEDICATED FOR MCKINLEY AVENUE WIDENING.
- B** PROPOSED 10' P.U.E.



**WONG ENGINEERS, INC.**  
 PLANNING ENGINEERING SURVEYING  
 4578 FEATHER RIVER DRIVE, SUITE A  
 STOCKTON, CALIFORNIA (209) 476-0011  
 FEBRUARY 24, 2021 SHEET 1 OF 3

**EXHIBIT "B"**  
 PLAT OF DEDICATION FOR 22'  
 WIDENING OF MCKINLEY AVENUE  
 & 10' PUBLIC UTILITY EASEMENT



**LEGENDS:**

- DOC. DOCUMENT NUMBER, S.J.C.R.
- P.M. PARCEL MAP, BOOK & PAGE, S.J.C.R.
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R.S. RECORD OF SURVEY, BOOK & PAGE, S.J.C.R.
- S.F. SQUARE FEET
- S.J.C.R. SAN JOAQUIN COUNTY RECORDS
- T.P.O.B. TRUE POINT OF BEGINNING

**NOTES:**

SEE SHEET 3 FOR CURVE TABLE.



**WONG ENGINEERS, INC.**  
 PLANNING ENGINEERING SURVEYING  
 4578 FEATHER RIVER DRIVE, SUITE A  
 STOCKTON, CALIFORNIA (209) 476-0011  
 FEBRUARY 24, 2021 SHEET 2 OF 3

**EXHIBIT "B"**

PLAT OF DEDICATION FOR 22'  
 WIDENING OF MCKINLEY AVENUE  
 & 10' PUBLIC UTILITY EASEMENT

**CURVE TABLE**

#	LENGTH	RADIUS	DELTA	CH-BEARING	CH-LENGTH
C1	22.55'	1025.58'	1°15'36"	N74°49'33"E	22.55'
C2	10.29'	1025.58'	0°34'30"	S73°54'30"W	10.29'
C3	32.84'	1025.58'	1°50'06"	N74°32'18"E	32.84'
C4	25.43'	1432.70'	1°01'01"	S57°27'50"W	25.43'
C5	11.65'	1432.70'	0°27'57"	N56°43'21"E	11.65'
C6	37.07'	1432.70'	1°28'57"	S57°13'51"W	37.07'



**WONG ENGINEERS, INC.**  
 PLANNING ENGINEERING SURVEYING  
 4578 FEATHER RIVER DRIVE, SUITE A  
 STOCKTON, CALIFORNIA (209) 476-0011  
 FEBRUARY 24, 2021 SHEET 3 OF 3

**EXHIBIT "B"**  
 PLAT OF DEDICATION FOR 22'  
 WIDENING OF MCKINLEY AVENUE  
 & 10' PUBLIC UTILITY EASEMENT

**RECORDING REQUESTED BY, AND**  
**WHEN RECORDED MAIL TO:**

CITY OF LATHROP  
ATTN: CITY CLERK  
390 TOWNE CENTRE DRIVE  
LATHROP, CA 95330  
*Exempt from payment of recording fees (GC 27383)*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Offer of Dedication**  
**for Public Utility Easement**  
**McKinley Avenue (APN 198-060-19)**

THIS INSTRUMENT BENEFITS THE CITY ONLY. NO FEE REQUIRED.

THE UNDERSIGNED GRANTOR(S) DECLARE(S): DOCUMENTARY TRANSFER TAX IS \$ 0.00 R&TC Transfer to Government Agency  
( ) computed on full value of property conveyed, or  
( ) computed on full value less liens and encumbrances remaining at time of sale.  
( ) Unincorporated area (X) City of Lathrop

For a valuable consideration, receipt of which is hereby acknowledged,  
**Sunrise Trucking Inc., a California corporation**, legal landowner "Grantor(s)",

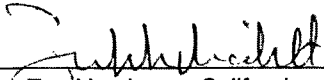
hereby grants to CITY OF LATHROP, a California municipal corporation "Grantee",

a public utility easement for public purposes over all that real property in City of Lathrop, San Joaquin County,  
State of California, described as:

\*\*\*See attached Exhibit "A" and Exhibit "B" attached hereto and made a part hereof\*\*\*

In witness whereof the undersigned have executed this instrument on this 3<sup>Rd</sup> day of Feb, 2023

Grantor(s): LANDOWNER

By:   
Sunrise Trucking Inc., a California corporation  
Name: Sukhchain Singh Gill  
Title: President

# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Joaquin

s.s.

On 2/3/2023 before me, Mandeep Bhuller, Notary Public  
Name of Notary Public Title

personally appeared Sukhchain Singh G  
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



SAN JOAQUIN  
COMM. EXPIR

S

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reatt of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)  
 Attorney-in-fact  
 Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator  
 Partner - Limited/General  
 Trustee(s)  
 Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) Entity (if Signer is Represent)

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

- Additional Signer  Signer(s) Thumbprints(s)

\_\_\_\_\_





**Wong Engineers, Inc.**  
 4578 Feather River Drive, Suite A  
 Stockton, California 95219  
 Phone (209) 476-0011

Zachary C. Wong P.E., P.L.S.

FEBRUARY 24, 2021

**DESCRIPTION OF DEDICATION FOR  
 10-FOOT-WIDE PUBLIC UTILITY EASEMENT OF MCKINLEY AVENUE**

A PORTION OF EAST ONE HALF OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

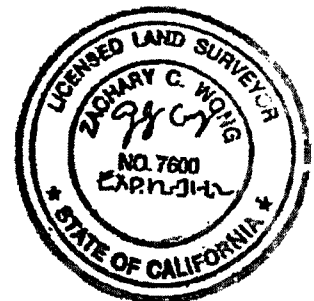
COMMENCING AT THE NORTHEAST CORNER OF PARCEL DESCRIBED IN GRANT DEED TO SUNRISE TRUCKING INC., RECORDED AUGUST 14, 2020 IN DOCUMENT NUMBER 2020-101938, SAN JOAQUIN COUNTY RECORDS, ALSO AT THE INTERSECTION OF SOUTH RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD AND WEST LINE OF MCKINLEY AVENUE (VARIED IN WIDTH); THENCE ALONG THE NORTHERLY CURVE OF SAID GRANT DEED TO THE LEFT WITH A RADIUS OF 1025.58 FEET, THROUGH A CENTRAL ANGLE OF 1°50'06" (THE LONG CHORD OF WHICH BEARS NORTH 74°32'18" EAST, 32.84 FEET), AN ARC DISTANCE OF 32.84 FEET TO THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED EASEMENT; THENCE PARALLEL WITH THE MOST EASTERLY LINE OF SAID GRANT DEED AND WEST LINE OF SAID MCKINLEY AVENUE, SOUTH 2°27'00" EAST, 165.73 FEET TO THE SOUTHERLY CURVE OF SAID GRANT DEED; THENCE ALONG THE SOUTHERLY CURVE OF SAID GRANT DEED TO THE RIGHT WITH A RADIUS OF 1432.70 FEET, THROUGH A CENTRAL ANGLE OF 0°27'57" (THE LONG CHORD OF WHICH BEARS NORTH 56°43'21" EAST, 11.65 FEET), AN ARC DISTANCE OF 11.65 FEET; THENCE PARALLEL WITH THE MOST EASTERLY LINE OF SAID GRANT DEED AND WEST LINE OF SAID MCKINLEY AVENUE, NORTH 2°27'00" WEST, 162.19 FEET TO THE NORTHERLY CURVE OF SAID GRANT DEED; THENCE ALONG THE NORTHERLY CURVE OF SAID GRANT DEED TO THE LEFT WITH A RADIUS OF 1025.58 FEET, THROUGH A CENTRAL ANGLE OF 0°34'30" (THE LONG CHORD OF WHICH BEARS SOUTH 73°54'30" WEST, 10.29 FEET), AN ARC DISTANCE OF 10.29 FEET TO THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED EASEMENT.

CONTAINING 1,640 SQUARE FEET, MORE OR LESS.

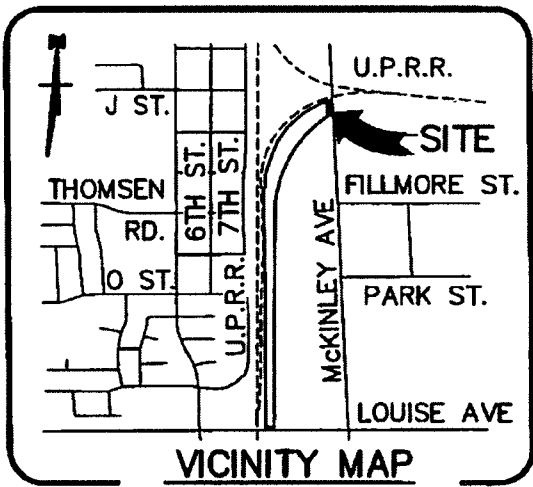
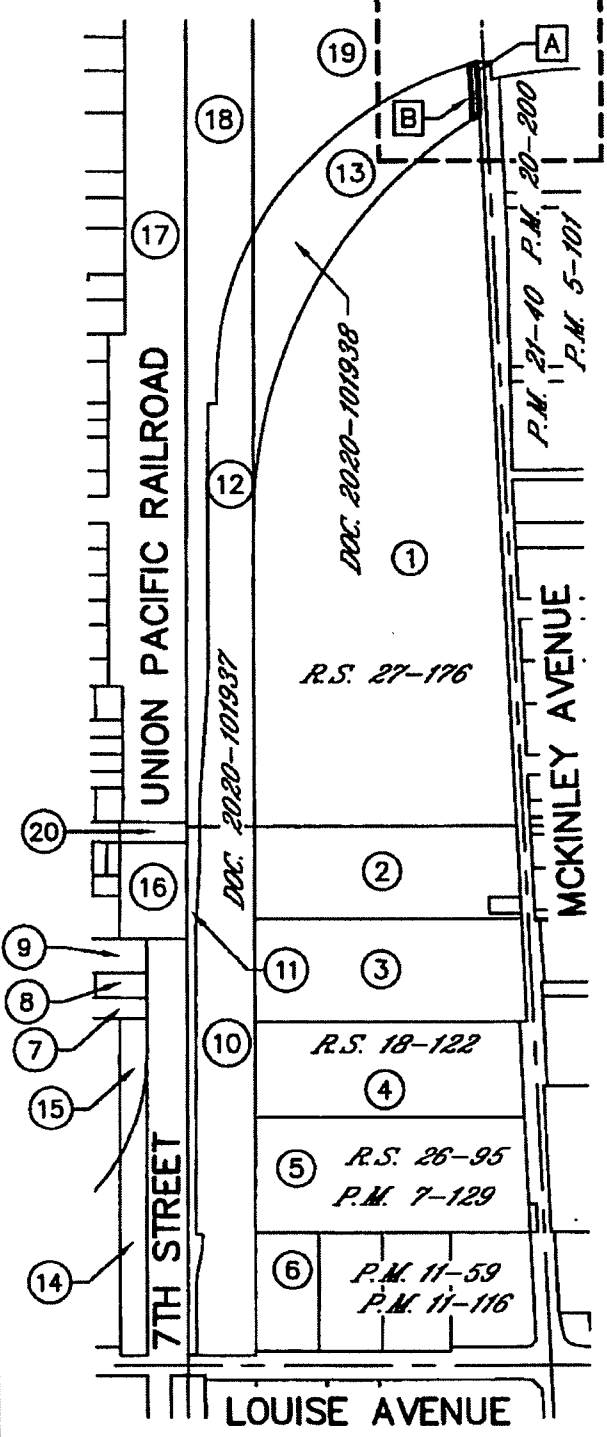
END OF DESCRIPTION.

ATTACHED IS A PLAT ENTITLED EXHIBIT "B" WHICH BY REFERENCE IS MADE PART THEREOF.

PREPARED BY: Zachary C. Wong



SEE SHEET 2

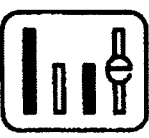
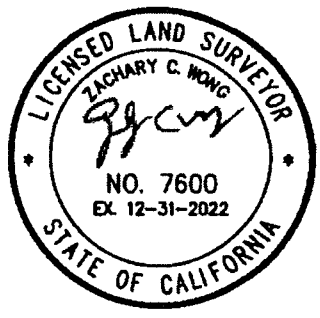
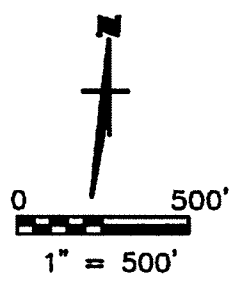


**VICINITY MAP**  
NOT TO SCALE

APN TABLE	
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9	196-510-14
10	198-010-46
11	198-010-45
12	198-010-44
13	198-060-19
14	196-510-11
15	196-510-10
16	198-010-23
17	198-010-37
18	198-010-48
19	198-010-47
20	198-010-22

**NOTES:**

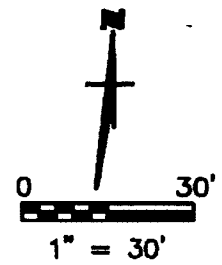
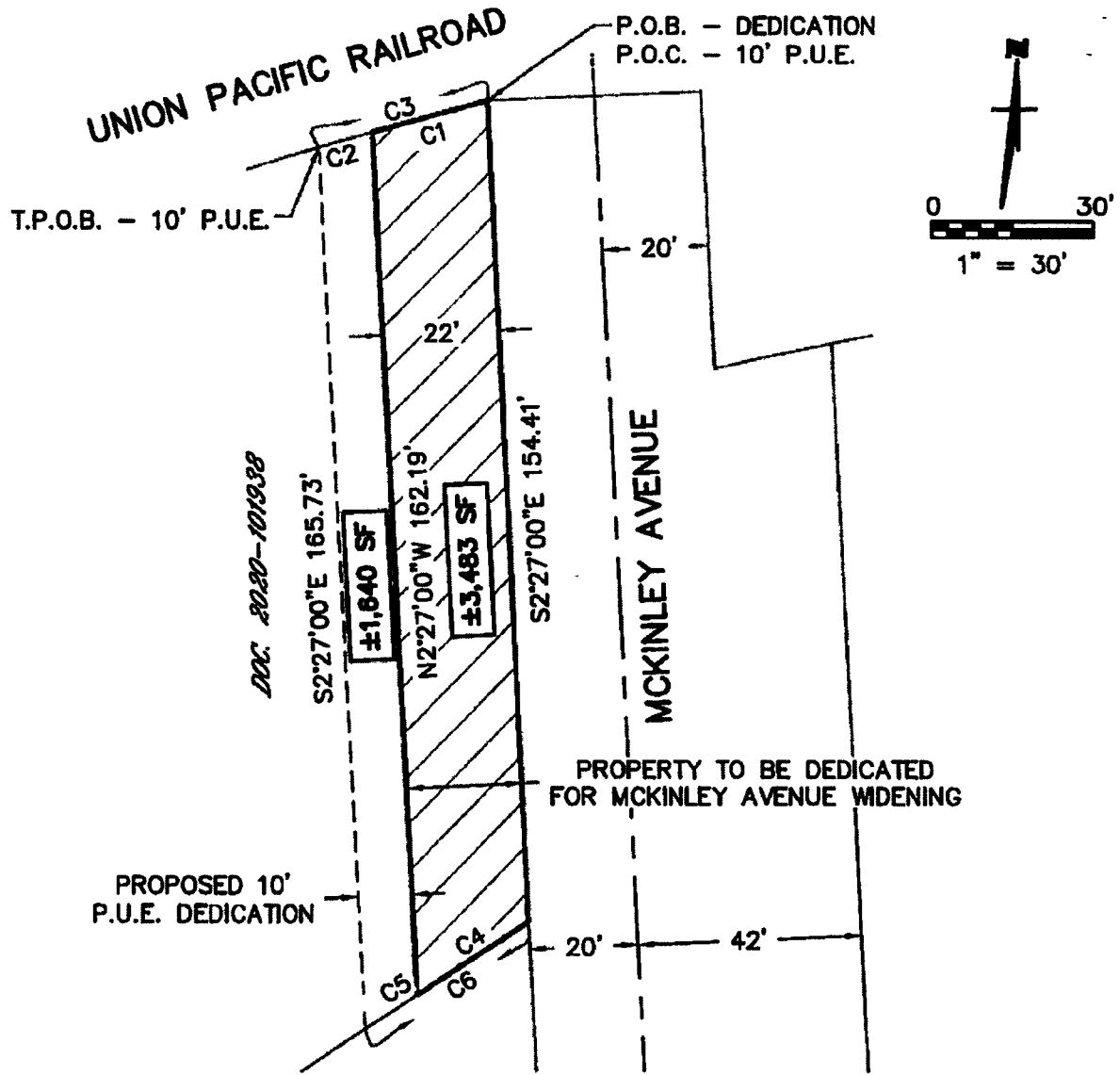
- A** PROPERTY TO BE DEDICATED FOR MCKINLEY AVENUE WIDENING.
- B** PROPOSED 10' P.U.E.



**WONG ENGINEERS, INC.**  
 PLANNING ENGINEERING SURVEYING  
 4578 FEATHER RIVER DRIVE, SUITE A  
 STOCKTON, CALIFORNIA (209) 476-0011  
 FEBRUARY 24, 2021 SHEET 1 OF 3

**EXHIBIT "B"**

PLAT OF DEDICATION FOR 22'  
 WIDENING OF MCKINLEY AVENUE  
 & 10' PUBLIC UTILITY EASEMENT



**LEGENDS:**

- DOC. DOCUMENT NUMBER, S.J.C.R.
- P.M. PARCEL MAP, BOOK & PAGE, S.J.C.R.
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R.S. RECORD OF SURVEY, BOOK & PAGE, S.J.C.R.
- S.F. SQUARE FEET
- S.J.C.R. SAN JOAQUIN COUNTY RECORDS
- T.P.O.B. TRUE POINT OF BEGINNING

**NOTES:**

SEE SHEET 3 FOR CURVE TABLE.



**WONG ENGINEERS, INC.**  
 PLANNING ENGINEERING SURVEYING  
 4578 FEATHER RIVER DRIVE, SUITE A  
 STOCKTON, CALIFORNIA (209) 476-0011  
 FEBRUARY 24, 2021 SHEET 2 OF 3

**EXHIBIT "B"**

PLAT OF DEDICATION FOR 22'  
 WIDENING OF MCKINLEY AVENUE  
 & 10' PUBLIC UTILITY EASEMENT

**CURVE TABLE**

#	LENGTH	RADIUS	DELTA	CH-BEARING	CH-LENGTH
C1	22.55'	1025.58'	1°15'36"	N74°49'33"E	22.55'
C2	10.29'	1025.58'	0°34'30"	S73°54'30"W	10.29'
C3	32.84'	1025.58'	1°50'06"	N74°32'18"E	32.84'
C4	25.43'	1432.70'	1°01'01"	S57°27'50"W	25.43'
C5	11.65'	1432.70'	0°27'57"	N56°43'21"E	11.65'
C6	37.07'	1432.70'	1°28'57"	S57°13'51"W	37.07'



**WONG ENGINEERS, INC.**  
 PLANNING ENGINEERING SURVEYING  
 4578 FEATHER RIVER DRIVE, SUITE A  
 STOCKTON, CALIFORNIA (209) 476-0011  
 FEBRUARY 24, 2021 SHEET 3 OF 3

**EXHIBIT "B"**

PLAT OF DEDICATION FOR 22'  
 WIDENING OF MCKINLEY AVENUE  
 & 10' PUBLIC UTILITY EASEMENT

**ATTACHMENT**  
**"E"**

**RECORDING REQUESTED BY, AND**  
**WHEN RECORDED MAIL TO:**

CITY OF LATHROP  
ATTN: CITY CLERK  
390 TOWNE CENTRE DRIVE  
LATHROP, CA 95330  
*Exempt from payment of recording fees (GC 27383)*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Offer of Dedication**  
**for Public Right-of-Way Easement**  
**Louise Avenue (APN 198-010-46)**

THIS INSTRUMENT BENEFITS THE CITY ONLY. NO FEE REQUIRED.

THE UNDERSIGNED GRANTOR(S) DECLARE(S): DOCUMENTARY TRANSFER TAX IS \$ 0.00 R&TC Transfer to Government Agency  
( ) computed on full value of property conveyed, or  
( ) computed on full value less liens and encumbrances remaining at time of sale.  
( ) Unincorporated area ( X ) City of Lathrop

For a valuable consideration, receipt of which is hereby acknowledged,  
**Sunrise Trucking Inc., a California corporation**, legal landowner "Grantor(s)",

hereby grants to CITY OF LATHROP, a California municipal corporation "Grantee",

a public right of way easement for public purposes over all that real property in City of Lathrop, San Joaquin County, State of California, described as:

\*\*\*See attached Exhibit "A" and Exhibit "B" attached hereto and made a part hereof\*\*\*

In witness whereof the undersigned have executed this instrument on this 3<sup>rd</sup> day of Feb, 2023

Grantor(s): LANDOWNER

By:   
Sunrise Trucking Inc., a California corporation  
Name: Sukhchain Singh Gill  
Title: President

# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Joaquin

s.s.

On 2/3/2023 before me, Mandeep Bhuller, Notary Public  
Name of Notary Public Title

personally appeared Sukhchain Singh G.  
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

Additional Signer  Signer(s) Thumbprints(s)

\_\_\_\_\_



**Wong Engineers, Inc.**  
 4578 Feather River Drive, Suite A  
 Stockton, California 95219  
 Phone (209) 476-0011

Zachary C. Wong P.E., P.L.S.

FEBRUARY 24, 2021

**DESCRIPTION OF EASEMENT DEDICATION FOR 24-FOOT-WIDENING OF LOUISE AVENUE**

A PORTION OF EAST ONE HALF OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

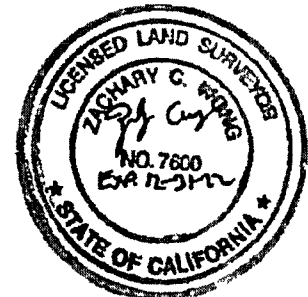
**BEGINNING** AT THE SOUTHEAST CORNER OF PARCEL DESCRIBED IN QUITCLAIM DEED TO SUNRISE TRUCKING INC., RECORDED AUGUST 14, 2020 IN DOCUMENT NUMBER 2020-101937, SAN JOAQUIN COUNTY RECORDS; THENCE ALONG THE SOUTH LINE OF SAID QUITCLAIM DEED AND NORTH LINE OF LOUISE AVENUE (VARIED IN WIDTH), SOUTH 89°53'32" WEST, 175.01 FEET TO THE SOUTHWEST CORNER OF SAID QUITCLAIM DEED; THENCE ALONG THE WEST LINE OF SAID QUITCLAIM DEED, NORTH 0°23'32" EAST, 24.00 FEET; THENCE PARALLEL WITH THE SOUTH LINE OF SAID QUITCLAIM DEED AND NORTH LINE OF SAID LOUISE AVENUE, NORTH 89°53'32" EAST, 175.01 FEET TO THE EAST LINE OF SAID QUITCLAIM DEED; THENCE ALONG THE EAST LINE OF SAID QUITCLAIM DEED, SOUTH 0°23'32" WEST 24.00 FEET TO THE NORTH LINE OF SAID LOUISE AVENUE AND TO POINT OF BEGINNING.

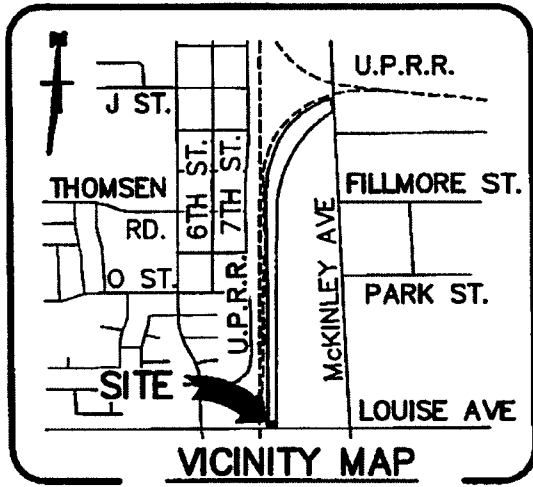
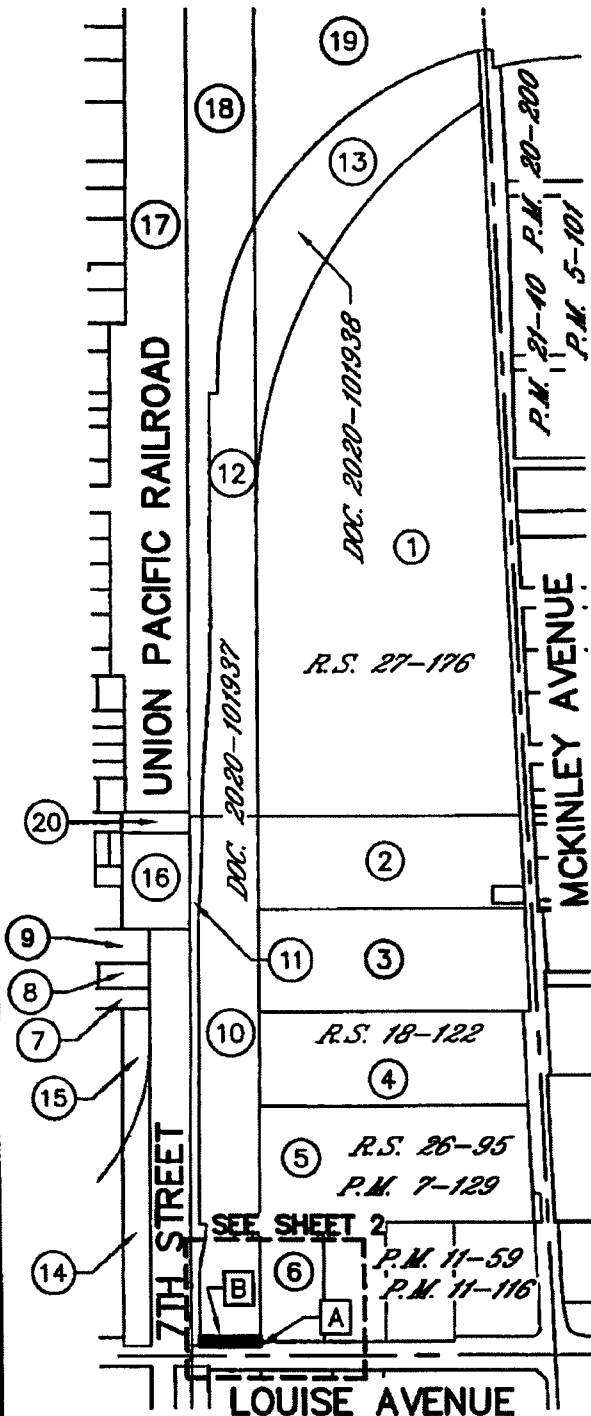
CONTAINING 4,200 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION.

ATTACHED IS A PLAT ENTITLED EXHIBIT "B" WHICH BY REFERENCE IS MADE PART THEREOF.

PREPARED BY: ZC Wong





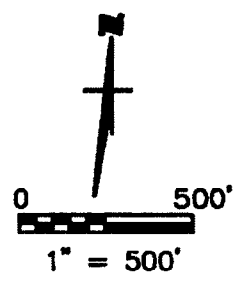
APN TABLE

1	198-060-02
2	198-060-20
3	198-100-01
4	198-100-02
5	198-100-03
6	198-100-04
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8	196-510-12
9	196-510-14
10	198-010-46
11	198-010-45
12	198-010-44
13	198-060-19
14	196-510-11
15	196-510-10
16	198-010-23
17	198-010-37
18	198-010-48
19	198-010-47
20	198-010-22

NOTES:

**A** PROPERTY TO BE DEDICATED FOR LOUISE AVENUE WIDENING.

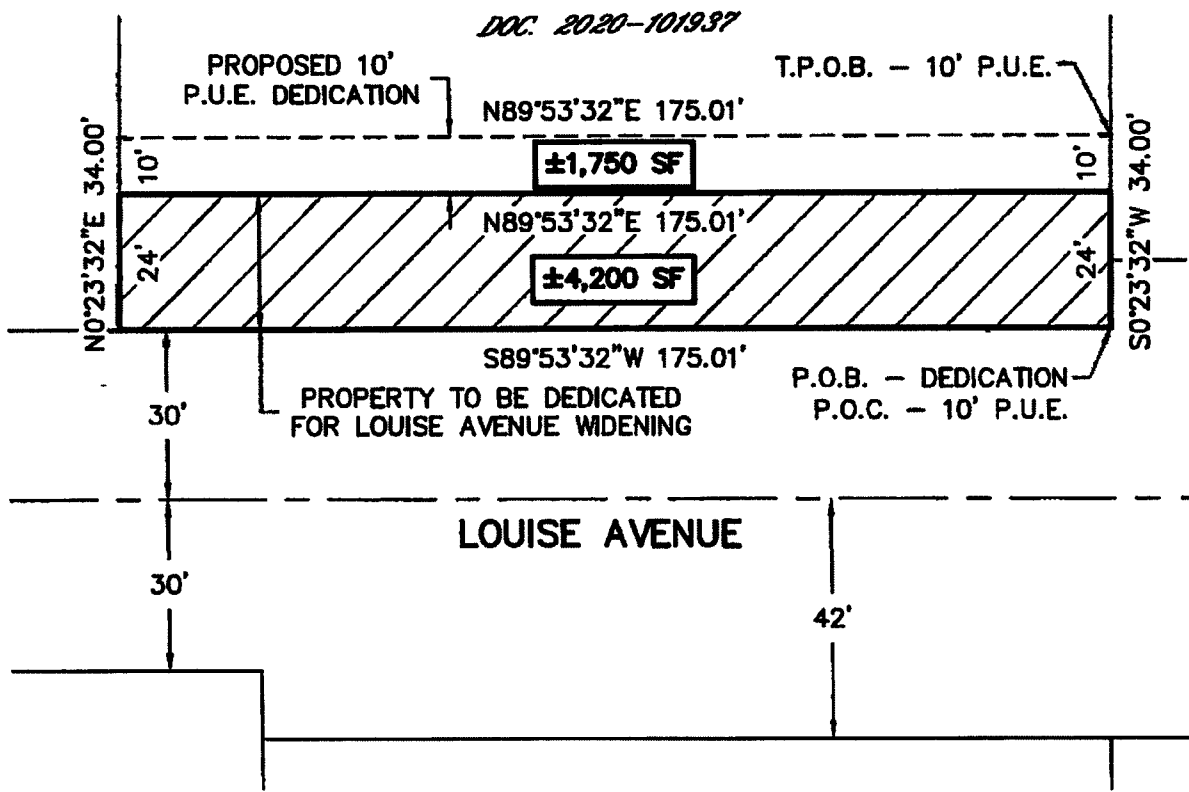
**B** PROPOSED 10' P.U.E.



**WONG ENGINEERS, INC.**  
 PLANNING ENGINEERING SURVEYING  
 4578 FEATHER RIVER DRIVE, SUITE A  
 STOCKTON, CALIFORNIA (209) 476-0011  
 FEBRUARY 24, 2021 SHEET 1 OF 2

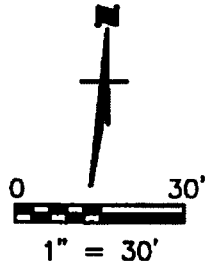
**EXHIBIT "B"**  
 PLAT OF DEDICATION FOR 24'  
 WIDENING OF LOUISE AVENUE &  
 10' PUBLIC UTILITY EASEMENT





**LEGENDS:**

- DOC. DOCUMENT NUMBER, S.J.C.R.
- P.M. PARCEL MAP, BOOK & PAGE, S.J.C.R.
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R.S. RECORD OF SURVEY, BOOK & PAGE, S.J.C.R.
- S.F. SQUARE FEET
- S.J.C.R. SAN JOAQUIN COUNTY RECORDS
- T.P.O.B. TRUE POINT OF BEGINNING



**WONG ENGINEERS, INC.**  
 PLANNING ENGINEERING SURVEYING  
 4578 FEATHER RIVER DRIVE, SUITE A  
 STOCKTON, CALIFORNIA (209) 476-0011  
 FEBRUARY 24, 2021 SHEET 2 OF 2

**EXHIBIT "B"**  
 PLAT OF DEDICATION FOR 24'  
 WIDENING OF LOUISE AVENUE &  
 10' PUBLIC UTILITY EASEMENT

**ATTACHMENT**  
**" G "**

**RECORDING REQUESTED BY, AND**  
**WHEN RECORDED MAIL TO:**

CITY OF LATHROP  
ATTN: CITY CLERK  
390 TOWNE CENTRE DRIVE  
LATHROP, CA 95330  
*Exempt from payment of recording fees (GC 27383)*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Offer of Dedication**  
**for Public Utility Easement**  
**Louise Avenue (APN 198-010-46)**

THIS INSTRUMENT BENEFITS THE CITY ONLY. NO FEE REQUIRED.

THE UNDERSIGNED GRANTOR(S) DECLARE(S): DOCUMENTARY TRANSFER TAX IS \$ 0.00 R&TC Transfer to Government Agency  
( ) computed on full value of property conveyed, or  
( ) computed on full value less liens and encumbrances remaining at time of sale.  
( ) Unincorporated area (X) City of Lathrop

For a valuable consideration, receipt of which is hereby acknowledged,  
**Sunrise Trucking Inc., a California corporation**, legal landowner "Grantor(s)",

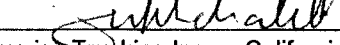
hereby grants to CITY OF LATHROP, a California municipal corporation "Grantee",

a public utility easement for public purposes over all that real property in City of Lathrop, San Joaquin County,  
State of California, described as:

\*\*\*See attached Exhibit "A" and Exhibit "B" attached hereto and made a part hereof\*\*\*

In witness whereof the undersigned have executed this instrument on this 3<sup>rd</sup> day of Feb, 2023.

Grantor(s): LANDOWNER

By:   
Sunrise Trucking Inc., a California corporation  
Name: Sukhchain Singh Gill  
Title: President

# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Joaquin

s.s.

On 2/3/2023 before me, Mandeep Bhuller, Notary Public  
Name of Notary Public Title

personally appeared Sukhchain Singh Gi  
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

Additional Signer  Signer(s) Thumbprints(s)

\_\_\_\_\_



**Wong Engineers, Inc.**  
 4578 Feather River Drive, Suite A  
 Stockton, California 95219  
 Phone (209) 476-0011

Zachary C. Wong P.E., P.L.S.

FEBRUARY 24, 2021

**DESCRIPTION OF DEDICATION FOR  
 10-FOOT-WIDE PUBLIC UTILITY EASEMENT OF LOUISE AVENUE**

A PORTION OF EAST ONE HALF OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL DESCRIBED IN QUITCLAIM DEED TO SUNRISE TRUCKING INC., RECORDED AUGUST 14, 2020 IN DOCUMENT NUMBER 2020-101937, SAN JOAQUIN COUNTY RECORDS; THENCE ALONG THE EAST LINE OF SAID QUITCLAIM DEED, NORTH 0°23'32" EAST, 34.00 FEET TO THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED EASEMENT; THENCE PARALLEL WITH THE SOUTH LINE OF SAID QUITCLAIM DEED AND NORTH LINE OF LOUISE AVENUE (VARIED IN WIDTH), SOUTH 89°53'32" WEST, 175.01 FEET TO THE WEST LINE OF SAID QUITCLAIM DEED; THENCE ALONG THE WEST LINE OF SAID QUITCLAIM DEED, SOUTH 0°23'32" WEST, 10.00 FEET; THENCE PARALLEL WITH THE SOUTH LINE OF SAID QUITCLAIM DEED AND NORTH LINE OF SAID LOUISE AVENUE, NORTH 89°53'32" EAST, 175.01 FEET TO THE WEST LINE OF SAID QUITCLAIM DEED; THENCE ALONG EAST LINE OF SAID QUITCLAIM DEED, NORTH 0°23'32" EAST, 10.00 FEET TO THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED EASEMENT.

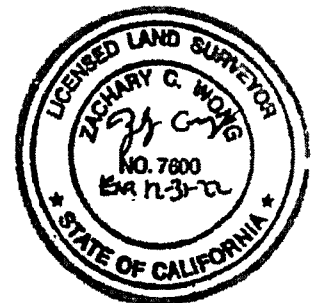
CONTAINING 1,750 SQUARE FEET, MORE OR LESS.

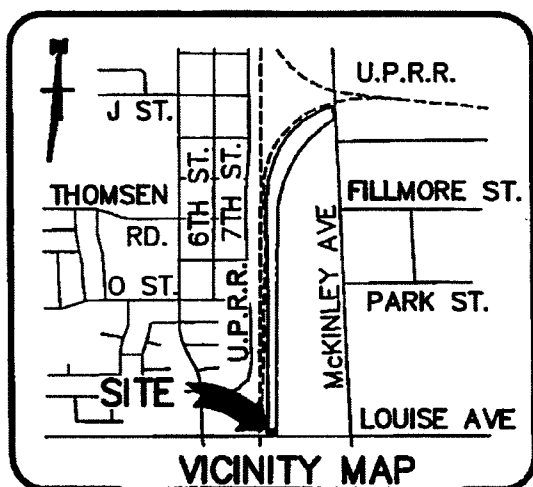
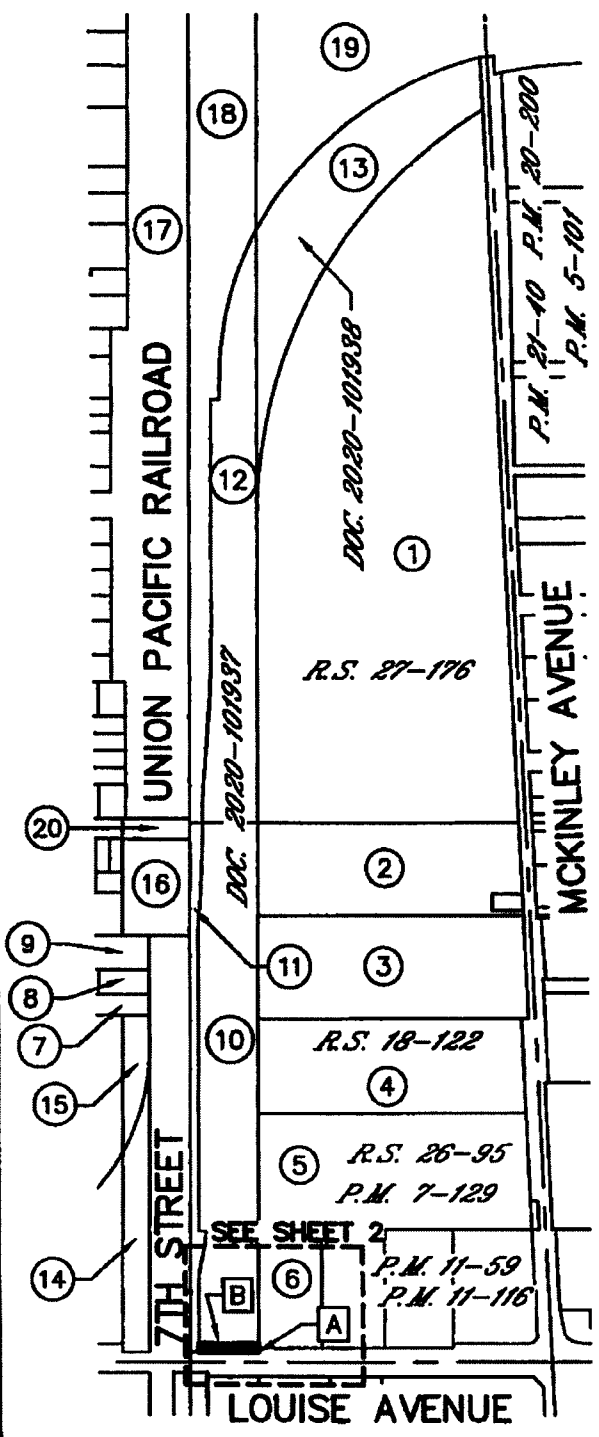
END OF DESCRIPTION.

ATTACHED IS A PLAT ENTITLED EXHIBIT "B" WHICH BY REFERENCE IS MADE PART THEREOF.

PREPARED BY: \_\_\_\_\_

*ZC Wong*

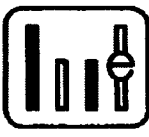
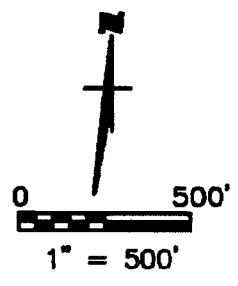




**VICINITY MAP**  
NOT TO SCALE

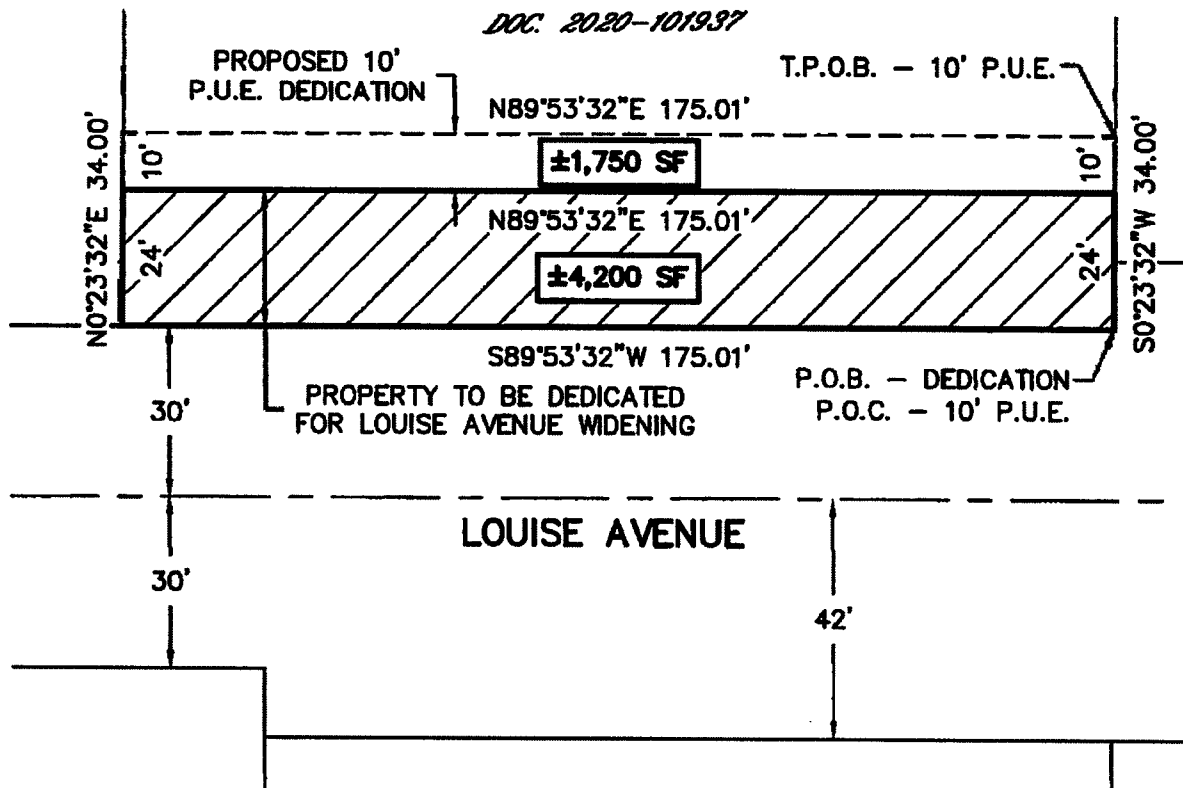
APN TABLE	
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15	196-510-10
16	198-010-23
17	198-010-37
18	198-010-48
19	198-010-47
20	198-010-22

- NOTES:**
- [A]** PROPERTY TO BE DEDICATED FOR LOUISE AVENUE WIDENING.
  - [B]** PROPOSED 10' P.U.E.



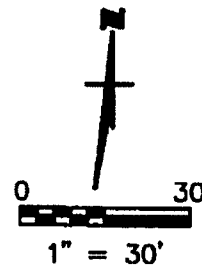
**WONG ENGINEERS, INC.**  
 PLANNING ENGINEERING SURVEYING  
 4578 FEATHER RIVER DRIVE, SUITE A  
 STOCKTON, CALIFORNIA (209) 476-0011  
 FEBRUARY 24, 2021 SHEET 1 OF 2

**EXHIBIT "B"**  
 PLAT OF DEDICATION FOR 24'  
 WIDENING OF LOUISE AVENUE &  
 10' PUBLIC UTILITY EASEMENT



**LEGENDS:**

- DOC. DOCUMENT NUMBER, S.J.C.R.
- P.M. PARCEL MAP, BOOK & PAGE, S.J.C.R.
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R.S. RECORD OF SURVEY, BOOK & PAGE, S.J.C.R.
- S.F. SQUARE FEET
- S.J.C.R. SAN JOAQUIN COUNTY RECORDS
- T.P.O.B. TRUE POINT OF BEGINNING



**WONG ENGINEERS, INC.**  
 PLANNING ENGINEERING SURVEYING  
 4578 FEATHER RIVER DRIVE, SUITE A  
 STOCKTON, CALIFORNIA (209) 476-0011  
 FEBRUARY 24, 2021 SHEET 2 OF 2

**EXHIBIT "B"**  
 PLAT OF DEDICATION FOR 24'  
 WIDENING OF LOUISE AVENUE &  
 10' PUBLIC UTILITY EASEMENT

## ITEM 4.17

### CITY MANAGER'S REPORT MARCH 13, 2023 CITY COUNCIL REGULAR MEETING

**ITEM:** **ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY DSS COMPANY DBA KNIFE RIVER CONSTRUCTION FOR THE RIVER ISLANDS PARKWAY WIDENING – PHASE 2, CIP PS 06-06**

**RECOMMENDATION:** **Adopt Resolution Accepting Public Improvements Constructed by DSS Company dba Knife River Construction for River Islands Parkway Widening Project – Phase 2, CIP PS 06-06, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds**

---

#### **SUMMARY:**

DSS Company dba Knife River Construction (Knife River) completed construction of the Capital Improvement Project (CIP) PS 06-06 River Islands Parkway Widening – Phase 2 (Project). Staff inspected and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications.

Knife River has submitted lien releases, confirming all sub-contractors and suppliers have been paid in full, and a one-year maintenance bond (based on 10% of the construction contract) for the improvements to be accepted.

Staff requests City Council accept the improvements constructed by Knife River for the Project. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, release of contract retention to Knife River, in the amount of \$35,367 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

#### **BACKGROUND:**

On July 12, 2021, City Council awarded a construction contract to Knife River for improvements to the Project. The Project continued Phase 1 improvements and constructed curb, gutter, sidewalk and full pavement width from Manthey Road to Interstate 5 (I-5).

The completed work also included signal modifications at the I-5 southbound on/off ramps, extension of storm drainage to the new curb, removal and replacement of curb ramps, pavement overlay and restriping all travel lanes. Knife River completed the construction of the Project; staff has inspected the improvements and they have been deemed complete and in accordance with the approved plans and specifications by the City Engineer.

The awarded contract was in the amount of \$654,781 and a 15% construction contingency of \$98,218 was authorized for staff to use as necessary to achieve the

**CITY MANAGER'S REPORT** **PAGE 2**  
**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**  
**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY KNIFE RIVER**  
**CONSTRUCTION FOR RIP WIDENING PHASE 2, CIP PS 06-06**

goals of the project. The total construction budget for the project was \$752,999. During construction, contract change orders totaling \$52,553 were issued for a final contract amount of \$707,334.

The project has been completed within the available construction budget, original contract period, and in accordance with the plans, specifications, and City of Lathrop Standards. The construction costs referenced below capture all expenditures.

Construction costs are as follows:

A.	Construction Contract Amount	\$ 654,781
B.	Approved Change Orders	\$ 52,553
Total Construction Costs		\$ 707,334

Upon acceptance of the improvements, the performance and payment bonds (Performance Bond No. 190-047-876, Payment Bond No. 107427038) will be released and replaced with a warranty bond (Bond No. 190-047-876-M/107427038-M). The warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements. Knife River has also provided the necessary lien releases for the materials supplied and completed work.

Staff is requesting City Council accept the public improvements constructed by Knife River for the Project. 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 Knife River in the amount of \$35,367 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

**REASON FOR RECOMMENDATION:**

The project was completed by Knife River pursuant to the contract documents dated July 12, 2021. Staff inspected the improvements and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications.

The performance and payment bonds (Performance Bond No. 190-047-876, Payment Bond No. 107427038) will be released and replaced with a one-year warranty bond (Bond No. 190-047-876-M/107427038-M, \$70,733.67) upon City Council's acceptance of the improvements.



**CITY MANAGER'S REPORT** **PAGE 3**  
**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**  
**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY KNIFE RIVER**  
**CONSTRUCTION FOR RIP WIDENING PHASE 2, CIP PS 06-06**

**FISCAL IMPACT:**

The final construction contract amount with Knife River for the Project is \$707,334. Adequate funds were allocated in FY 22/23 budget to close out the project. With the completion of this project, staff requests that unused funds be transferred back into the West/Central Lathrop Transportation Capital Facilities Fees Fund (2320).

**ATTACHMENTS:**

- A. Resolution Accepting Public Improvements Constructed by DSS Company dba Knife River Construction for River Islands Parkway Widening Project – Phase 2, CIP PS 06-06, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- B. Notice of Completion – River Islands Parkway Widening - Phase 2, CIP PS 06-06
- C. Project Vicinity Map – River Islands Parkway Widening - Phase 2, CIP PS 06-06

**CITY MANAGER'S REPORT**  
**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**  
**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY KNIFE RIVER**  
**CONSTRUCTION FOR RIP WIDENING PHASE 2, CIP PS 06-06**

**APPROVALS:**



Angel Abarca  
Assistant Engineer

02/28/2023

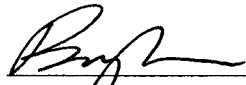
Date



Ken Reed  
Senior Construction Manager

2-28-2023

Date



Brad Taylor  
City Engineer

3/2/2023

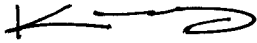
Date



Cari James  
Finance Director

3/2/2023

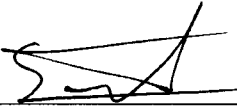
Date



Michael King  
Assistant City Manager

2-28-2023

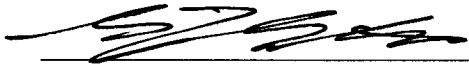
Date



Salvador Navarrete  
City Attorney

3-1-2023

Date



Stephen J. Salvatore  
City Manager

3-7-23

Date

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS CONSTRUCTED BY DSS COMPANY DBA KNIFE RIVER CONSTRUCTION FOR THE RIVER ISLANDS PARKWAY WIDENING – PHASE 2, CIP PS 06-06, AUTHORIZE THE FILING OF A NOTICE OF COMPLETION, RELEASE OF CONTRACT RETENTION, AND RELEASE OF PERFORMANCE AND PAYMENT BONDS**

**WHEREAS**, on July 12, 2021, City Council awarded a construction contract to DSS Company dba Knife River Construction (Knife River) for construction of the Capital Improvement Project (CIP) PS 06-06 River Islands Parkway Widening – Phase 2 (Project); and

**WHEREAS**, the Project continued Phase 1 improvements and constructed curb, gutter, sidewalk and full pavement width from Manthey Road to Interstate 5 (I-5); and

**WHEREAS**, the completed work also included signal modifications at the I-5 southbound on/off ramps, extension of storm drainage to the new curb, removal and replacement of curb ramps, pavement overlay and restriping all travel lanes; and

**WHEREAS**, the awarded contract was in the amount of \$654,781 and a 15% construction contingency of \$98,218 was authorized for staff to use as necessary to achieve the goals of the project; and

**WHEREAS**, during construction, contract amendments totaling \$52,553 were issued for a final contract amount of \$707,334; and

**WHEREAS**, Knife River has completed the construction of the project; staff inspected and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications; and

**WHEREAS**, Knife River has provided the necessary lien releases for the materials supplied and completed work; and

**WHEREAS**, Knife River has submitted a one-year warranty bond (based on 10% of total project cost) for the improvements being accepted; and

**WHEREAS**, the performance and payment bonds (Performance Bond No. 190-047-876, Payment Bond No. 107427038) will be released and replaced with a one-year warranty bond (Bond No. 190-047-876-M/107427038-M, \$70,733.67) upon City Council's acceptance of the improvements; and

**WHEREAS**, the construction budget for the Project was sufficient to fund the project, and staff requests that unused funds be transferred back into the West/Central Lathrop Transportation Capital Facilities Fees Fund (2320); and

**WHEREAS,** staff requests City Council accept the public improvements constructed by Knife River for the River Islands Parkway Widening – Phase 2, CIP PS 06-06; and

**WHEREAS,** staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk upon acceptance of the improvements and the release of the contract retention to Knife River, in the amount of \$35,367, within forty-five (45) days after the recording of the Notice of Completion and the release of the performance and payment bonds (Bond No. 190-047-876-M/107427038-M); and

**NOW THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop does hereby accept the public improvements constructed by Knife River for the River Islands Parkway Widening – Phase 2, CIP PS 06-06, pursuant to the contract documents dated July 12, 2021; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop authorizes the filing of the Notice of Completion with the San Joaquin County Clerk and the release of the contract retention to Knife River, in the amount of \$35,367 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 City Council also authorizes the transfer of the unused project funds into the West/Central Lathrop Transportation Capital Facilities Fees Fund (2320).

The foregoing resolution was passed and adopted this 13<sup>th</sup> day of March 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:

1. That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:
 

NAME	STREET AND NO.	CITY	STATE
<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)
2. That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of title or the stated owner, or if more than one owner, then of the stated owner and co-owners is: Project No. CIP PS 06-06 River Islands Parkway Widening - Phase 2 by DSS Company dba Knife River Construction
4. That on the 13th day of March 2023 a work of improvement on the real property herein described was completed.
5. That the name of the original contractor, if any, for said work of improvement was: DSS Company dba Knife River Construction
6. That the name and address of the transferor is:
 

NAME	STREET AND NO.	CITY	STATE
<u>DSS Company dba</u> <u>Knife River Construction</u>	<u>655 West Clay Street</u>	<u>Stockton</u>	<u>CA 95206</u>
7. That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:  
  
Project No. CIP PS 06-06 River Islands Parkway Widening - Phase 2

**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 **March 13, 2023** by **DSS Company dba Knife River Construction** 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 **March 13, 2023**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_

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

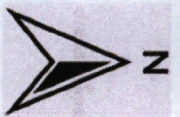
**LEGEND**

- Project Boundaries



RIVER ISLANDS PARKWAY WIDENING PROJECT - PHASE 2 CIP PS 06-06

**PROJECT LOCATION MAP**



N.T.S.



## ITEM 4.18

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

**ITEM:** **ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY AMERICAN PAVEMENT SYSTEMS, INC. FOR THE CITYWIDE PAVEMENT MAINTENANCE AND REHABILITATION, CIP PS 21-12**

**RECOMMENDATION:** **Adopt Resolution Accepting Public Improvements Constructed by American Pavement Systems, Inc. for the Citywide Pavement Maintenance and Rehabilitation, CIP PS 21-12, and Authorizing the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds**

---

#### **SUMMARY:**

American Pavement Systems, Inc. (APS) has completed construction of Capital Improvement Project (CIP) PS 21-12 Pavement Maintenance and Rehabilitation (Project). Staff inspected the improvements and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications.

APS submitted lien releases confirming all sub-contractors and suppliers have been paid in full, and a one-year maintenance bond (based on 10% of the construction contract) for the improvements to be accepted.

Staff requests City Council accept the improvements constructed by APS for the Project. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, release of contract retention to APS in the amount of \$60,435 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

#### **BACKGROUND:**

On June 13, 2022, City Council awarded a construction contract to APS to maintain and repair deteriorated pavement on local streets as part of the Project. The scope of work included slurry sealing and re-striping various roadways citywide using funds from the federal government through the Regional Surface Transportation Program (RSTP) managed by the San Joaquin Council of Governments (SJCOG).

APS completed the construction of the Project; staff inspected the improvements and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications.

**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING  
ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY AMERICAN PAVEMENT  
SYSTEMS, INC. FOR THE CITYWIDE PAVEMENT MAINTENANCE AND  
REHABILITATION, CIP PS 21-12**

The awarded contract was in the amount of \$1,204,294 and a 15% construction contingency of \$180,650 was authorized for staff to use as necessary to achieve the goals of the project. The total construction budget for the project was \$1,384,950. During construction, contract change orders totaling \$4,402 were issued for a final contract amount of \$1,208, 695.

The project has been completed within the available construction budget, original contract period, and in accordance with the plans, specifications, and City of Lathrop Standards. The construction costs referenced below capture all expenditures.

Construction costs are as follows:

A.	Construction Contract Amount	\$	1,204,294
B.	Approved Change Orders	\$	4,402
	<b>Total Construction Costs</b>	<b>\$</b>	<b>1,208,695</b>

With Council’s acceptance of the improvements, the performance and payment bonds (Performance Bond No. 107620655, Payment Bond No. 107620655) would be released and replaced with a warranty bond (Bond No. 107620655, \$120,869.45). The warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements. APS has also provided the necessary lien releases for the materials supplied and completed work.

Staff is requesting City Council accept the public improvements constructed by APS for the Project. 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 APS in the amount of \$60,435 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

**REASON FOR RECOMMENDATION:**

The project was completed by APS pursuant to the contract documents dated June 13, 2022. Staff has inspected the improvements and they have been deemed complete and in accordance with the approved plans and specifications by the City Engineer.

The performance and payment bonds (Performance Bond No. 107620655, Payment Bond No. 107620655) will be released and replaced with a one-year warranty bond (Bond No. 107620655, \$120,869.45) upon City Council’s acceptance of the improvements.

**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING****ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY AMERICAN PAVEMENT SYSTEMS, INC. FOR THE CITYWIDE PAVEMENT MAINTENANCE AND REHABILITATION, CIP PS 21-12****FISCAL IMPACT:**


The final construction contract amount with APS for the Project is \$1,208,695. Adequate funds were allocated in FY 22/23 budget to close out the project. With completion of this project and all RSTP funds exhausted, staff requests that unused local funds be transferred back into the Gas Tax Fund (2030).

**ATTACHMENTS:**

- A. Resolution Accepting Public Improvements Constructed by American Pavement Systems, Inc. for Pavement Maintenance and Rehabilitation, CIP PS 21-12, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- B. Notice of Completion – Pavement Maintenance and Rehabilitation, CIP PS 21-12
- C. Project Location Map – Pavement Maintenance and Rehabilitation, CIP PS 21-12

**CITY MANAGER'S REPORT**  
**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**  
**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY AMERICAN PAVEMENT**  
**SYSTEMS, INC. FOR THE CITYWIDE PAVEMENT MAINTENANCE AND**  
**REHABILITATION, CIP PS 21-12**

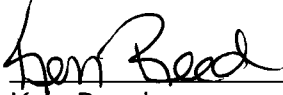
**APPROVALS:**



Angel Abarca  
Assistant Engineer

02/28/2023

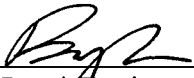
Date



Ken Reed  
Senior Construction Manager

2-28-2023

Date



Brad Taylor  
City Engineer

3/2/2023

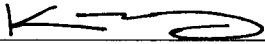
Date



Cari James  
Finance Director

3/2/2023

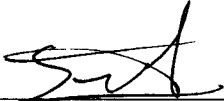
Date



Michael King  
Assistant City Manager

2-28-2023

Date



Salvador Navarrete  
City Attorney

3-1-2023

Date



Stephen J. Salvatore  
City Manager

3-7-23

Date

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS CONSTRUCTED BY AMERICAN PAVEMENT SYSTEMS, INC. FOR THE PAVEMENT MAINTENANCE AND REHABILITATION, CIP PS 21-12, AND AUTHORIZING THE FILING OF A NOTICE OF COMPLETION, RELEASE OF CONTRACT RETENTION, AND RELEASE OF PERFORMANCE AND PAYMENT BONDS**

**WHEREAS**, on June 13, 2022, City Council awarded a construction contract to American Pavement Systems, Inc. (APS) for construction of the Capital Improvement Project (CIP) PS 21-12 Pavement Maintenance and Rehabilitation (Project); and

**WHEREAS**, the scope of work included slurry sealing and re-striping various roadways citywide using funds from the federal government through the Regional Surface Transportation Program (RSTP) managed by the San Joaquin Council of Governments (SJCOG); and

**WHEREAS**, the awarded contract was in the amount of \$1,204,294 and a 15% construction contingency of \$180,650 was authorized for staff to use as necessary to achieve the goals of the project; and

**WHEREAS**, during construction, contract amendments totaling \$4,402 were issued for a final contract amount of \$1,208,695; and

**WHEREAS**, APS has completed the construction of the project; staff inspected the improvements and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications; and

**WHEREAS**, APS provided the necessary lien releases for the materials supplied and completed work; and

**WHEREAS**, APS submitted a one-year warranty bond (based on 10% of total project cost) for the improvements being accepted; and

**WHEREAS**, the performance and payment bonds (Performance Bond No. 107620655, Payment Bond No. 107620655) will be released and replaced with a one-year warranty bond (Bond No. 107620655, \$120,869.45) upon City Council's acceptance of the improvements; and

**WHEREAS**, the construction budget for the Project was sufficient to fund the project, and staff requests that unused funds be transferred back into the Gas Tax Fund (2030); and

**WHEREAS**, staff is requesting City Council accept the public improvements constructed by APS for the Project; and

**WHEREAS,** staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk upon acceptance of the improvements and the release of the contract retention to APS, in the amount of \$60,435, within forty-five (45) days after the recording of the Notice of Completion and the release of the performance and payment bonds (Bond No. 107620655, \$120,869.45).

**NOW THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop does hereby accept the public improvements constructed by APS for the Pavement Maintenance and Rehabilitation, CIP PS 21-12, pursuant to the contract documents dated June 13, 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 APS, in the amount of \$60,435 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 City Council also authorizes the transfer of the unused project funds into the Gas Tax Fund (2030).

The foregoing resolution was passed and adopted this 13<sup>th</sup> day of March 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:

1. That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:  

NAME	STREET AND NO.	CITY	STATE
<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)
  
2. That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
  
3. That the nature of title or the stated owner, or if more than one owner, then of the stated owner and co-owners is:  
Project No. CIP PS 21-12 Pavement Maintenance and Rehabilitation by American Pavement Systems, Inc.
  
4. That on the 13th day of March 2023 a work of improvement on the real property herein described was completed.
  
5. That the name of the original contractor, if any, for said work of improvement was: American Pavement Systems, Inc.
  
6. That the name and address of the transferor is:  

NAME	STREET AND NO.	CITY	STATE
<u>American Pavement Systems, Inc.</u>	<u>1012 11<sup>th</sup> Street, Suite 1000</u>	<u>Modesto</u>	<u>CA 95354</u>
  
7. That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:  
  
Project No. CIP PS 21-12 Pavement Maintenance and Rehabilitation

**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 **March 13, 2023** by **American Pavement Systems, 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 **March 13, 2023**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_

By

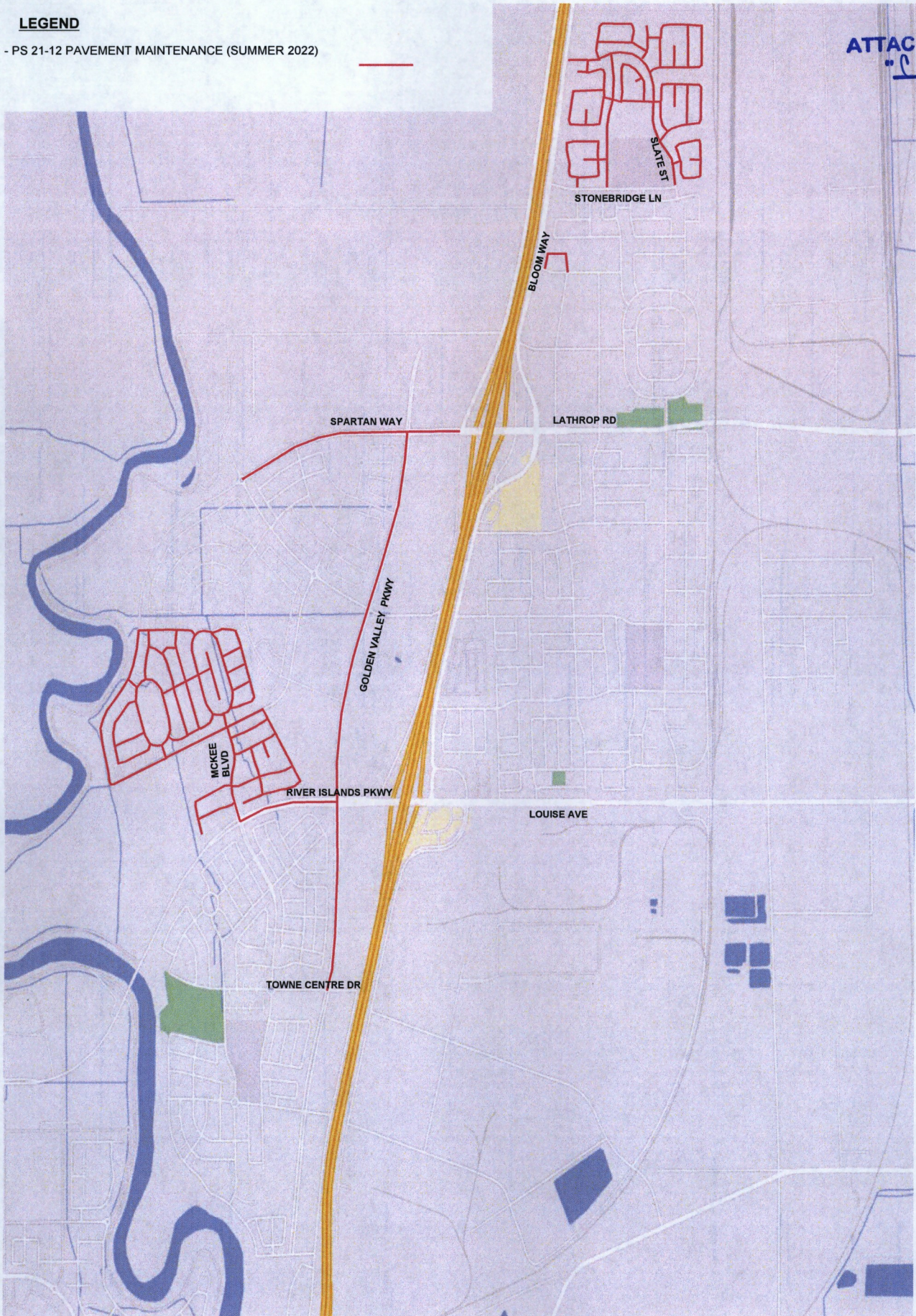
\_\_\_\_\_  
Stephen J. Salvatore, City Manager

**LEGEND**

- PS 21-12 PAVEMENT MAINTENANCE (SUMMER 2022)



**ATTACHMENT**



CITY OF LATHROP

**CIP PS 21-12 PAVEMENT MAINTENANCE AND REHABILITATION PROJECT**



## ITEM 4.19

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

**ITEM: AWARD CONSTRUCTION CONTRACT TO STOCKBRIDGE GENERAL CONTRACTING, INC. FOR MILESTONE MANOR PARK IMPROVEMENTS, CIP PK 20-02 AND APPROVE BUDGET AMENDMENT**

**RECOMMENDATION: Adopt Resolution Awarding a Construction Contract to Stockbridge General Contracting, Inc. for the Milestone Manor Park Improvements, CIP PK 20-02 and Approving Budget Amendment**

---

#### **SUMMARY:**

On November 9, 2020, City Council approved the creation of Milestone Manor Park Improvements, Capital Improvement Project (CIP) PK 20-02 to renovate the park and provide additional amenities (Project). The Project scope includes removal of all existing amenities, construction of an ADA-compliant concrete path, perimeter fence, updated retention basin spillway, and installation of new amenities such as play equipment with rubberized surfacing, tables, benches and BBQs.

The bid solicitation package for the construction of the Project was advertised on February 1, 2023 in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060.

The City Clerk received and opened five (5) bids on February 28, 2023. Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be Stockbridge General Contracting, Inc. (Stockbridge), with a bid of \$1,193,908.

Staff requests City Council award a construction contract to Stockbridge for the construction of Milestone Manor Park Improvements, CIP PK 20-02 in the amount of \$1,193,908. Staff also requests City Council authorize a 15% construction contingency of \$179,086 for a total cost not to exceed \$1,372,994.

#### **BACKGROUND:**

On November 9, 2020, City Council approved the creation of Milestone Manor Park Improvements, CIP PK 20-02, and on February 14, 2022, City Council approved Design Option 1 to specify the scope of the Project. The Project scope includes removal of existing tables, benches, BBQ and decomposed granite pathways. Approximately 20 trees will also be removed to accommodate the additional amenities, helping to restore the park's sunlight / shade balance and reducing future maintenance costs for tree trimming.

**CITY MANAGER’S REPORT  
MARCH 13, 2023 CITY COUNCIL REGULAR MEETING  
AWARD CONSTRUCTION CONTRACT TO STOCKBRIDGE GENERAL  
CONTRACTING, INC. FOR MILESTONE MANOR PARK IMPROVEMENTS, CIP PK  
20-02 AND APPROVE BUDGET AMENDMENT**

The proposed improvements also include construction or installation of the following elements:

- Play structure for ages 5-12 with rubberized surfacing underneath
- 6’ wide ADA-compliant concrete pathway around the park’s interior perimeter
- ADA compliant curb ramps at the northwest and southwest park entrances
- Decorative steel fence around park perimeter with lockable gates
- An additional formal entry on J Street
- Decorative “bridge” over the retention basin spillway
- New ADA-compliant tables, benches, two in-ground BBQs with hot coal bins and two bike racks

KLA prepared the plans and technical specifications, and City staff prepared the bid specifications for solicitation. The project was advertised for bid on February 1, 2023 in accordance with CA PCC 20160 and LMC 2.36.060

Five (5) bids were received and opened by the City Clerk on February 28, 2023, all determined to be responsive and from responsible bidders. The bid results are summarized in Table 1 below:

**Table 1: Summary of Bid Results-CIP PK 20-02**

<b>Contractor</b>	<b>Total Bid</b>
Stockbridge General Contracting, Inc.	\$1,193,907.79
Joe’s Landscaping & Concrete	\$1,218,403.70
Odyssey Environmental Services, Inc.	\$1,228,877.41
Westside Landscape and Concrete, Inc.	\$1,292,506.73
Marina Landscape, Inc.	\$1,561,290.65

Staff reviewed and evaluated the bids, and determined that the lowest responsive and responsible bidder is Stockbridge. Staff requests City Council adopt a resolution awarding a construction contract to Stockbridge in the amount of \$1,193,908. Staff also request City Council authorize a 15% construction contingency of \$179,086, and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$1,372,994.

**REASON FOR RECOMMENDATION:**

The proposed improvements will provide the following benefits and new opportunities:

- ADA-compliant entrances and pathways will expand visitors’ access to amenities
- The play structure will provide a new recreational opportunity for young children in nearby neighborhoods

**CITY MANAGER’S REPORT** **PAGE 3**  
**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**  
**AWARD CONSTRUCTION CONTRACT TO STOCKBRIDGE GENERAL CONTRACTING, INC. FOR MILESTONE MANOR PARK IMPROVEMENTS, CIP PK 20-02 AND APPROVE BUDGET AMENDMENT**

- The revised surfacing and course of the retention basin’s inflow will soften its appearance and disguise its primary function
- The steel fence and lockable gates will allow City staff to close the park when the detention basin is inundated with storm water

**FISCAL IMPACT:**

The proposed construction contract with Stockbridge is for \$1,193,908. A 15% construction contingency is requested in the amount of \$179,086 for a total cost not to exceed \$1,372,994.

The engineer’s estimate for Design Option 1 was \$725,000 on February 14, 2022. Due to the protracted design phase and ongoing construction material supply chain issues, the low bid for this work exceeded the current Engineer’s Estimate of \$900,000 by \$293,908.

Sufficient funding for this project was included in the FY 22/23 budget; however, sufficient funds were not allocated to the Project. Therefore, staff request City Council approve a budget amendment transferring \$680,000 from the Measure C Fund (1060) to the CIP Project Fund (3010) as follows:

<u>Increase Transfer Out</u>		
1060-9900-990-9010		\$680,000
 <u>Increase Transfer In</u>		
3010-9900-393-0000	PK 20-02	\$680,000
 <u>Increase Expenditures</u>		
3010-8000-420-12-00	PK 20-02	\$680,000


The Measure C Committee found CIP PK 20-02, Milestone Manor Park Improvements in compliance with the appropriate use of Measure C funds.

**ATTACHMENTS:**

- A. Resolution Awarding a Construction Contract to Stockbridge General Contracting, Inc. for the Milestone Manor Park Improvements, CIP PK 20-02
- B. Construction Contract with Stockbridge General Contracting, Inc. for the Milestone Manor Park Improvements, Capital Improvement Project PK 20-02
- C. Project Location Map

**CITY MANAGER'S REPORT**  
**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**  
**AWARD CONSTRUCTION CONTRACT TO STOCKBRIDGE GENERAL**  
**CONTRACTING, INC. FOR MILESTONE MANOR PARK IMPROVEMENTS, CIP PK**  
**20-02 AND APPROVE BUDGET AMENDMENT**

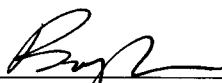
**APPROVALS:**

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

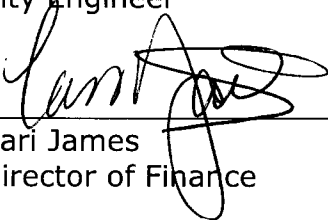
3.2.23  
Date

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

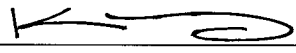
3-7-23  
Date

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


3/7/2023  
Date

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

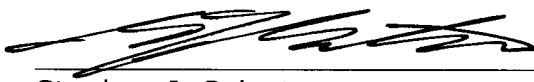
3/7/2023  
Date

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

3.6.2023  
Date

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

3.6.2023  
Date

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

3.8.23  
Date

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A CONSTRUCTION CONTRACT TO STOCKBRIDGE GENERAL CONTRACTING, INC. FOR MILESTONE MANOR PARK IMPROVEMENTS, CIP PK 20-02 AND APPROVING BUDGET AMENDMENT**

**WHEREAS**, on November 9, 2020, City Council approved the creation of Milestone Manor Park Improvements Capital Improvement Project (CIP) PK 20-02 (Project) to remodel the park and provide additional amenities; and

**WHEREAS**, KLA prepared and City staff solicited for bid the plans and technical specifications for the Project on February 1, 2023 in accordance with California Public Contract Code 20160 and Lathrop Municipal Code 2.36.060; and

**WHEREAS**, a total of five (5) bids were received and opened by the City Clerk on February 28, 2023; and

**WHEREAS**, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the Project was determined to be Stockbridge General Contracting, Inc. (Stockbridge) with a bid of \$1,193,908; and

**WHEREAS**, staff requests City Council award a construction contract to Stockbridge in the amount of \$1,193,908 for the construction of the Project; and

**WHEREAS**, staff also requests Council authorize a 15% construction contingency in the amount of \$179,086 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$1,372,994; and

**WHEREAS**, sufficient funding for this project was included in the FY 22/23 budget; however, sufficient funds were not allocated to the Project; therefore, staff request City Council approve a budget amendment transferring \$680,000 from the Measure C Fund (1060) to the Project CIP Fund (3010) as follows:

<u>Increase Transfer Out</u>		
1060-9900-990-9010		\$680,000
<u>Increase Transfer In</u>		
3010-9900-393-0000	PK 20-02	\$680,000
<u>Increase Expenditures</u>		
3010-8000-420-12-00	PK 20-02	\$680,000

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop hereby awards a construction contract to Stockbridge General Contracting, Inc. for the Milestone Manor Park Improvements, CIP PK 20-02 for a cost of \$1,193,908; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop does hereby approve a 15% construction contingency of \$179,086 for a total cost not to exceed \$1,372,994 for the construction of the Project and authorizes staff to spend up to this amount as necessary to accomplish the goals of the Project; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop also approves a budget amendment transferring \$680,000 from the Measure C Fund (1060) to the Project CIP Fund (3010) as detailed above, as the Measure C Committee found CIP PK 20-02, Milestone Manor Park Improvements in compliance with the appropriate use of Measure C funds.



The foregoing resolution was passed and adopted this 13<sup>th</sup> day of March, 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

## SECTION 00500

MILESTONE MANOR PARK IMPROVEMENTS  
CIP PK 20-02

CONSTRUCTION CONTRACT

**CONSTRUCTION CONTRACT**

This Contract, dated March 13, 2023, is entered into by and between the City of Lathrop, a municipal corporation of the State of California (City), and Stockbridge General Contracting, Inc. (Contractor), whose Taxpayer Identification Number is \_\_\_\_\_.

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

1. **Term.** This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. **General Scope of Project and Work.** Construction Documents for **Milestone Manor Park Improvements, CIP PK 20-02** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City. The Project and Work is generally described as follows:

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to demolition and off-haul of existing trees and components, grading, construction of horizontal and vertical concrete elements and CMU walls, fences, gates and rubberized surfacing, and installation of irrigation, plant material, play equipment, exterior furniture and other typical park amenities, any tasks necessary to accomplish the aforementioned tasks.

The work shall be **completed within 120 working days** following issuance of Notice to Proceed.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for work actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Base Bid Total: **\$1,193,908 One Million, One Hundred Ninety Three Thousand, Nine Hundred Eight**

3. **Construction Documents.** This Contract shall include the Construction Documents which are on file with Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and guaranty) and the

SECTION 00500

MILESTONE MANOR PARK IMPROVEMENTS  
CIP PK 20-02

CONSTRUCTION CONTRACT

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Bid Documents submitted by Stockbridge General Contracting, Inc. on February 28, 2023. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

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

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MILESTONE MANOR PARK IMPROVEMENTS  
CIP PK 20-02

CONSTRUCTION CONTRACT

by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.

8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.
9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

**DIR Registration.**

- a) **Contractor and Subcontractor Compliance.** Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) **No Subcontractor Performance of Work Without DIR Registration.** No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) **Contractor Obligation to Verify Subcontractor DIR Registration Status.** An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

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

### **Certified Payroll Records**

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

### **RECORD OF WAGES PAID: INSPECTION**

Pursuant to Labor Code section 1776, Contractor stipulates to the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be

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MILESTONE MANOR PARK IMPROVEMENTS  
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CONSTRUCTION CONTRACT

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

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

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MILESTONE MANOR PARK IMPROVEMENTS  
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CONSTRUCTION CONTRACT

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respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under the Notice to Contractors.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
  - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
  - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
  - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
  - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
  - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
  - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
  - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed

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MILESTONE MANOR PARK IMPROVEMENTS  
CIP PK 20-02

CONSTRUCTION CONTRACT

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- pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
- (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
  - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
  - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
  - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
  - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.



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MILESTONE MANOR PARK IMPROVEMENTS  
CIP PK 20-02

CONSTRUCTION CONTRACT

To City: City of Lathrop  
City Clerk  
390 Towne Centre Drive  
Lathrop, CA 95330  
  
(209) 941-7430  
FAX: (209) 941-7449  
ATTN: Senior Construction Manager

To Contractor: \_\_\_\_\_  
  
Phone: \_\_\_\_\_  
  
Fax: \_\_\_\_\_  
  
ATTN: \_\_\_\_\_

16. Miscellaneous.

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor’s bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.

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MILESTONE MANOR PARK IMPROVEMENTS  
CIP PK 20-02

CONSTRUCTION CONTRACT

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

SECTION 00500

indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code §1700 and following, and prevailing wages shall be paid for work performed on this project.

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MILESTONE MANOR PARK IMPROVEMENTS  
CIP PK 20-02

CONSTRUCTION CONTRACT

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- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Item List

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

SECTION 00500

MILESTONE MANOR PARK IMPROVEMENTS  
CIP PK 20-02

CONSTRUCTION CONTRACT

---

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

**CONTRACTOR:**

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

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

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

**CITY OF LATHROP**

APPROVED AS TO FORM:

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

Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

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

Michael King, Assistant City Manager

APPROVED:

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

Stephen J. Salvatore, City Manager

## ATTACHMENT A

### MILESTONE MANOR PARK IMPROVEMENTS, CIP PK 20-02

#### REVISED BID SCHEDULE #3

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization	1	LS	103,000	103,000
2	ESCP Provision and Implementation	1	LS	14,800	14,800
3	Bonds and Insurance	1	LS	5,500	5,500
4	Traffic Control	1	LS	2,800	2,800
5	Demo / Clear & Grub / Tree Removal / Offhaul / Disposal	1	LS	28,700	28,700
6	New Concrete at Curb Returns (2)	406	SF	16.50	6,699
7	New Flared ADA Ramps with Domes (3)	2	EA	2,300	4,600
8	New 6" Thick Concrete Paving (4)	895	SF	13.50	11,993
9	New Colored Concrete 'Bridge' Paving and Edge Curb (5)	90	SF	105	9,450
10	New 6" Thick Concrete Paving (6)	5,162	SF	13.40	69,170.80
11	New 6" Thick Concrete Paving (7)	1,173	SF	13.40	15,718.20
12	New Concrete Bench Pads (8)	55	SF	13.40	737
13	New Concrete Mow Curb (9)	84	LF	32	2,688
14	New Concrete Play Area Curb/Edge (10)	41	LF	46	1,886
15	New Concrete Play Area Downturn Edge (11)	165	LF	28	4,620
16	New Concrete Cobble-Area Edging (12)	40	LF	223	8,920
17	New Concrete Cobble Downturn Edge (13)	96	LF	223	21,408
18	New Concrete Circle Stepping Pads (14)	161	SF	76	12,236
19	New Concrete Spillway (15)	406	SF	48.50	19,691
20	New Block Wall at Spillway (16)	18	SF	760	13,680
21	New Concrete Steps (17)	246	LF	215	52,890
22	New Stabilized DG (18)	346	SF	9	3,114
23	New Cobble & Drainrock @ Storm Basin (19)	624	SF	22.50	14,040
24	New Tubular Steel Handrails (20)	9	EA	4,750	42,750
25	New Tubular Steel Perimeter Fence @ 4' Height (21)	472	LF	84	39,648
26	New Single-Leaf T.S. Ped. Gate @ 4' Height (22)	1	EA	5,400	5,400
27	New Double-Leaf T.S. Maintenance Gate @ 4' Height (24)	1	EA	6,200	6,200
28	New Double-Leaf T.S. Maintenance Gate @ 6' Height (24)	1	EA	7,000	7,000
29	New T.S. Fence at Pump Station @ 6' Height (25)	167	LF	125	20,875
30	New Pilasters (26)	4	EA	6,700	26,800
31	New CMU Block Retaining Seat Wall (27)	73	LF	290	21,170
32	New Segmental Block Wall (28)	62	LF	270	16,740
33	New Park Sign (29)	1	EA	8,400	8,400
34	New Bench (30)	6	EA	1,900	11,400
35	New Picnic Table (31)	4	EA	1,550	6,200

## ATTACHMENT A

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
36	New Accessible Picnic Table (32)	3	EA	1,750	5,250
37	New Trash Receptacle (33)	3	EA	1,050	3,150
38	New Grill (34)	2	EA	1,600	3,200
39	New Hot-Coal Bin (34)	2	EA	1,500	3,000
40	New Bike Rack (35)	2	EA	850	1,700
41	New Rubberized Play Area Surfacing (36)	2,763	SF	22.50	62,167.50
42	Play Equipment (37)	1	LS	159,100	159,100
43	Park Lights (sheet L2.3)	5	EA	8,900	44,500
44	Park Light Conduit (sheet L2.3)	1	LS	41,500	41,500
45	Site Grading	1	LS	28,000	28,000
46	Finish Grading	32,003	SF	.10	3,200.30
47	Soil Amendments	32,003	SF	.62	19,941.86
48	Point-of-Connection Equipment	1	LS	5,300	5,300
49	Controller	1	EA	2,500	2,500
50	Mainline, Control Wires, Gate Valves, Quick Coupler, Etc.	1	LS	14,400	14,400
51	Gear Rotor Irrigation, Laterals, Valves, Etc.	14,049	SF	1.12	15,734.88
52	Bubbler Irrigation, Laterals, Valves, Etc.	15,272	SF	3.85	58,797.20
53	Trees, 24"-Box	2	EA	800	1,600
54	Shrubs, 15-gallon	18	EA	145	2,610
55	Shrubs, 5-gallon	207	EA	32	6,624
56	Shrubs, 1-gallon	288	EA	13	3,744
57	Vines, 1-gallon	7	EA	95	665
58	Groundcovers, 1-gallon	92	EA	17	1,564
59	Lawn, Sod	14,049	SF	1	14,049
60	Organic Mulch	9,944	SF	.70	6,960.80
61	Aggregate Mulch	5,328	SF	2.50	13,320
62	Aggregate Mulch in Pump Enclosure	1,711	SF	2.75	4,705.25
63	90 Day Maintenance Period	1	LS	14,400	14,400
64	New Double Leaf TS Ped. Gate @ 4' Height (22, 23)	2	EA	5,700	11,400

TOTAL BASE BID: 1,193,907.79

TOTAL BASE BID IN WORDS: ONE MILLION ONE HUNDRED NINETY THREE THOUSAND, NINE HUNDRED SEVEN DOLLARS AND SEVENTY NINE CENTS,

ATTACHMENT C





## ITEM 4.20

### CITY MANAGER'S REPORT MARCH 13, 2023 CITY COUNCIL REGULAR MEETING

**ITEM:** CREATE CIP PS 23-15, ROAD AND LEVEE ACCESS GATES, AWARD CONSTRUCTION CONTRACT TO PISOR FENCE DIVISION, INC. AND APPROVE BUDGET AMENDMENT

**RECOMMENDATION:** Adopt Resolution Approving the Creation of CIP PS 23-15, Road and Levee Access Gates, Awarding a Construction Contract to Pisor Fence Division, Inc. and Approving Budget Amendment

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#### SUMMARY:

Staff is proposing the creation of Capital Improvement Project (CIP) PS 23-15 Road and Levee Access Gates (Project) to restrict the public from accessing Reclamation District (RD) 17 levees and closed segments of City roads by installing steel fencing and gates at various locations.

The bid solicitation package for the construction of the project was advertised on December 19, 2023 in accordance with Informal Bidding Procedures in CA PCC 22034 (California Uniform Public Construction Cost Accounting Act) and Lathrop Municipal Code (LMC) 3.30.060 and 3.30.070.

Public Works received and opened three (3) bids on January 18, 2023. Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be Pisor Fence Division, Inc. (Pisor), with a bid of \$54,508.

Staff requests City Council approve the creation of CIP PS 23-15, award a construction contract to Pisor, and authorize a 20% project contingency of \$10,902 for a total construction cost not to exceed \$65,410.

Staff also requests City Council approve a budget amendment to fund the construction of the Project (see Fiscal Impact).

#### BACKGROUND:

Unhoused encampments, graffiti, and trash dumping have negatively affected the RD 17 levee near the South Lathrop Specific Plan. RD 17 and the City have identified three points of levee access as candidates for the installation of steel fencing and gates (see Attachment B, Project Location Maps):

- Both ends of the RD 17 access tunnel from Mossdale County Park underneath Manthey Road and the WB State Route 120 connector ramp to SB Interstate 5
- Two driveways at the north and south ends of Jefferson Way

**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**

**CREATE CIP PS 23-15, ROAD AND LEVEE ACCESS GATES, AWARD CONSTRUCTION CONTRACT TO PISOR FENCE DIVISION, INC. AND APPROVE BUDGET AMENDMENT**

A 4,000’ segment of Howland Road suffered extensive pothole damage in the storms during late December and early January, and needs to be closed to the traveling public to reduce the City’s liability for vehicle damage. Due to the high cost of maintenance and minimal access and benefit that this roadway provides, staff intends to abandon Howland Road at a later date. A combination of one pipe gate and multiple concrete-filled steel bollards is proposed for install at both ends of the segment to restrict public access (see Attachment B, Project Location Maps).

Both proposed gate and bollard systems will allow the City and RD 17 to access the facilities secured therein while restricting public access.

City staff prepared the plans and technical specifications. The informal bid solicitation package for the Project was advertised on December 19, 2022, in accordance with Informal Bidding Procedures in CA PCC 22034 and LMC 3.30.060 and 3.30.070. Three (3) bids were received and opened by staff on January 18, 2023, all determined to be responsive and from responsible bidders. The bid results are summarized in Table 1 below:

**Table 1: Summary of Bid Results**

<b>Contractor</b>	<b>Total Bid</b>
Pisor Fence Division, Inc.	\$54,508.00
All Steel Fence, Inc.	\$56,238.12
Stockton Fence & Material Co., Inc.	\$94,264.00

Staff reviewed and evaluated the bids and determined that the lowest responsive and responsible bidder is Pisor.

Staff requests City Council award a construction contract to Pisor for \$54,508, authorize a 20% contingency of \$10,902 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$65,410.

Staff also requests City Council approve a budget amendment to fund the construction of the Project (see Fiscal Impact).

**REASON FOR RECOMMENDATION:**

The proposed fences and gates will deter vandalism, dumping and damage to RD 17 levees and restrict public access to a damaged portion of Howland Road, thereby reducing the City’s maintenance and clean-up costs near RD 17 levees and liability for the damaged road.

**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**

**CREATE CIP PS 23-15, ROAD AND LEVEE ACCESS GATES, AWARD CONSTRUCTION CONTRACT TO PISOR FENCE DIVISION, INC. AND APPROVE BUDGET AMENDMENT**

**FISCAL IMPACT:**

Staff requests City Council award a construction contract to Pisor for \$54,508, authorize a 20% contingency of \$10,902 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$65,410. Table 2 below summarizes the costs for gates at each facility.

**Table 2: Summary of Item Costs**

<b>Item</b>	<b>Cost</b>	<b>20% Cont.</b>	<b>Total</b>	<b>Fund Source</b>
RD 17 Gates	\$17,800	\$3,560	\$21,360	Measure C
Jefferson Way Gates	\$13,800	\$2,760	\$16,560	SLSP CFD
Howland Road Gates	\$22,908	\$4,582	\$27,490	CIP PS 22-16

Sufficient funds for the construction of the Project were included in the adopted Fiscal Year 22/23 budget, but not allocated to the Project. Therefore, staff is also requesting the following budget amendment to fund the construction of the Project:

Transfer \$21,360 from the Measure C Fund 1060 to the CIP Project Fund (3310) as follows:

<u>Increase Transfer Out</u> 1060-9900-990-9010			\$21,360
<u>Increase Transfer In</u> 3310-9900-393-0000	PS23-15		\$21,360
<u>Increase Expenditures</u> 3310-8000-420-12-00	PS23-15		\$21,360

Transfer \$16,560 from the SLSP CFD Fund 2670 to the CIP Project Fund (3310) as follows:

<u>Increase Transfer Out</u> 2670-9900-990-9010			\$16,560
<u>Increase Transfer In</u> 3310-9900-393-0000	PS23-15		\$16,560
<u>Increase Expenditures</u> 3310-8000-420-12-00	PS23-15		\$16,560

**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**

**CREATE CIP PS 23-15, ROAD AND LEVEE ACCESS GATES, AWARD CONSTRUCTION CONTRACT TO PISOR FENCE DIVISION, INC. AND APPROVE BUDGET AMENDMENT**

Transfer \$27,490 from the PS 22-16 Traffic Calming Fund 2670 (HUTA) to the CIP Project Fund (3310) as follows:

Transfer In

3310-9900-393-0000	PS 22-16	(\$27,490)
3310-9900-393-0000	PS 23-15	\$27,490

Expenditures


3310-8000-420-12-00	PS 22-16	(\$27,490)
3310-8000-420-12-00	PS 23-15	\$27,490

**ATTACHMENTS:**

- A. Resolution Approving the Creation of CIP, PS 23-15 Road and Levee Access Gates, Awarding a Construction Contract to Pisor Fence Division, Inc. and Approving Budget Amendment
- B. Construction Contract with Pisor Fence Division, Inc. for CIP PS 23-15, Road and Levee Access Gates
- C. Project Location Map

**CITY MANAGER'S REPORT  
MARCH 13, 2023 CITY COUNCIL REGULAR MEETING  
CREATE CIP PS 23-15, ROAD AND LEVEE ACCESS GATES,  
CONSTRUCTION CONTRACT AND APPROVE BUDGET AMENDMENTS**

**APPROVALS:**

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


3.2.23  
Date

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

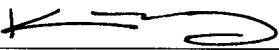
3-2-23  
Date

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


3/2/2023  
Date

 FOR CO  
\_\_\_\_\_  
Cari James  
Director of Finance

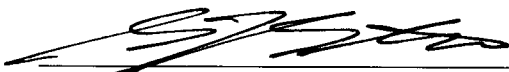
3/2/2023  
Date

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

3/2/2023  
Date

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

3.6.2023  
Date

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

3.7.23  
Date

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE CREATION OF CIP PS 23-15, ROAD AND LEVEE ACCESS GATES, AWARDING A CONSTRUCTION CONTRACT TO PISOR FENCE DIVISION, INC. AND APPROVING BUDGET AMENDMENT**

**WHEREAS**, the City is in need of gates to control vehicular and pedestrian access to levees and closed segments of public roads; and

**WHEREAS**, CIP PS 23-15 Road and Levee Access Gates is proposed to construct various steel fencing, gates and bollards to control public access to these facilities; and

**WHEREAS**, City staff prepared and distributed the plans and technical specifications for informal bid solicitation on December 19, 2022 in accordance with Informal Bidding Procedures in CA PCC 22034 (California Uniform Public Construction Cost Accounting Act) and Lathrop Municipal Code (LMC) 3.30.060 and 3.30.070; and

**WHEREAS**, a total of three (3) bids were received and opened by Public Works staff on January 18, 2023; and

**WHEREAS**, based on review and evaluation of the bids, the lowest responsive and responsible bidder was determined to be Pisor Fence Division, Inc. (Pisor) with a bid of \$54,508; and

**WHEREAS**, staff is requesting that City Council approve the creation of CIP PS 23-15 Road and Levee Access Gates and award a construction contract to Pisor for \$54,508 plus a 20% contingency of \$10,902 for a total cost not to exceed \$65,410; and

**WHEREAS**, to fund the construction costs, staff also requests City Council approve the following budget amendment:

Transfer \$21,360 from the Measure C Fund 1060 to the CIP Project Fund (3310) as follows:

<u>Increase Transfer Out</u>		
1060-9900-990-9010		\$21,360
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS23-15	\$21,360
<u>Increase Expenditures</u>		
3310-8000-420-12-00	PS23-15	\$21,360

Transfer \$16,560 from the SLSP CFD Fund 2670 to the CIP Project Fund (3310) as follows:

<u>Increase Transfer Out</u>		
2670-9900-990-9010		\$16,560

<u>Increase Transfer In</u>		
3310-9900-393-0000	PS23-15	\$16,560

<u>Increase Expenditures</u>		
3310-8000-420-12-00	PS23-15	\$16,560

Transfer \$27,490 from the PS 22-16 Project Fund (HUTA) to the CIP Project Fund (3310) as follows:

<u>Transfer In</u>		
3310-9900-393-0000	PS 22-16	(\$27,490)
3310-9900-393-0000	PS 23-15	\$27,490

<u>Expenditures</u>		
3310-8000-420-12-00	PS 22-16	(\$27,490)
3310-8000-420-12-00	PS 23-15	\$27,490

**NOW THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop does hereby approve the creation of Capital Improvement Project (CIP) PS 23-15 Road and Levee Access Gates and award a construction contract to Pisor Fence Division, Inc. for the construction of the proposed project for \$54,508 plus a 20% contingency of \$10,902 for a total cost not to exceed \$65,410 and authorizes staff to spend up to this amount as necessary to accomplish the goals of the project; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop does hereby approve the budget amendment detailed above.

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

AYES:

NOES:

ABSENT:

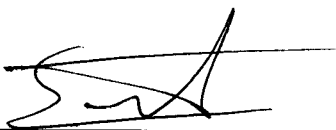
ABSTAIN:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**CONSTRUCTON CONTRACT**

This Contract, dated March 13, 2023, is entered into by and between the City of Lathrop, a municipal corporation of the State of California (City), and Pisor Fence Division, Inc. (Contractor), whose Taxpayer Identification Number is \_\_\_\_\_.

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

1. **Term.** This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. **General Scope of Project and Work.** Construction Documents for **Road and Levee Access Gates, CIP PS 23-15** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City.

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to provision of materials and construction of two (2) steel tunnel gates and four (4) steel pipe gates and installation of twelve (12) bollards, and any task necessary to accomplish the aforementioned tasks.

The work shall be **completed within 30 working days** following issuance of Notice to Proceed.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

**Base Bid Total:                      \$ 54,508 (Fifty Four Thousand Five Hundred Eight)**

3. **Construction Documents.** This Contract shall include the Construction Documents which are on file with the Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, certification of insurance, workers compensation certification, and guaranty) and the Bid Documents submitted by Pisor Fence Division, Inc. on January 18, 2023. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

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

continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.

9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

#### DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

##### **DIR Registration.**

- a) **Contractor and Subcontractor Compliance.** Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) **No Subcontractor Performance of Work Without DIR Registration.** No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) **Contractor Obligation to Verify Subcontractor DIR Registration Status.** An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- d) **Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor.** If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to

substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

### **Certified Payroll Records**

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

### **RECORD OF WAGES PAID: INSPECTION**

Pursuant to Labor Code section 1776, Contractor stipulates the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
  - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
  - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under Section 00700 - 5.1A.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
  - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
  - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
  - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
  - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
  - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
  - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
  - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
  - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
  - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;

- (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
  - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
  - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

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

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

To Contractor: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

ATTN: \_\_\_\_\_

16. Miscellaneous

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work,



and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.

- (9) **Modification of Contract.** This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) **Provision.** Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) **Resolution.** Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) **Status of Contractor.** In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) **Successors and Assigns.** The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) **Time of the Essence.** Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) **Recovery of costs.** The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) **Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)),**

- Section 508 of the Clean Water Act (33 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
  - (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
  - (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
  - (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
  - (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
  - (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
  - (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

**EXHIBITS:**

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

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

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


**CONTRACTOR:**

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

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

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

**CITY OF LATHROP  
APPROVED AS TO FORM:**

By:  \_\_\_\_\_  
Salvador Navarrete, City Attorney

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_  
Michael King, P.E., Assistant City Manager

**APPROVED:**

By: \_\_\_\_\_  
Stephen J. Salvatore, City Manager

ATTACHMENT A

**RECLAMATION DISTRICT 17 LEVEE ACCESS GATES**

**REVISED BID SCHEDULE**

<b>BID ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNITS</b>	<b>UNIT PRICE</b>	<b>EXTENDED TOTAL</b>
1	Tunnel Access Gates Per Project Plans – RD 17 Tunnel	2	EA	\$8,900.00	\$17,800.00
2	Pipe Double Gates @ 20' Ea. Per City Std. Details F-2 and F-3 – Jefferson Way	2	EA	\$6,900.00	\$13,800.00
3	Fire Road Barricade per City Std. Detail F-2 – Howland Road	2	EA	\$3,900.00	\$7,800.00
4	Bollards per modified City Std. Detail R-68 – Howland Rd.	12	EA	\$1,259.00	\$15,108.00

**TOTAL BID:**     \$4,508.00    

**TOTAL BID IN WORDS:**     Fifty four thousand Five hundred eight dollars & no cents

ATTACHMENT C



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## ITEM 4.21

### CITY MANAGERS REPORT MARCH 13, 2023 CITY COUNCIL REGULAR MEETING

**ITEM:** **APPROVE COMMUNITY PARTNERSHIP AGREEMENT BETWEEN THE CITY OF LATHROP AND THE JUNETEENTH COMMITTEE TO CELEBRATE THE JUNETEENTH NATIONAL INDEPENDENCE DAY FEDERAL HOLIDAY**

**RECOMMENDATION:** **Adopt Resolution Approving a Community Partnership Agreement between the City of Lathrop and the Juneteenth Committee in Order to Better Serve the Community and Celebrate the Juneteenth National Independence Day Federal Holiday**

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#### **SUMMARY:**

The Lathrop Juneteenth Committee, a local citizens group, is currently permitted to host a Juneteenth National Independence Day Special Event at the Generations Center on Saturday, June 24, 2023. Staff met with the Lathrop Juneteenth Committee at the Generations Center to discuss logistics for the Juneteenth National Independence Day Special Event. Additionally, the Juneteenth Committee was asked to submit an email outlining the areas in which the Juneteenth Committee would like to have directorial control and which areas the Juneteenth Committee would like to have the City facilitate. Staff suggested the use of the Community Partnership Agreement to clearly identify the roles and responsibilities. Staff received the Juneteenth Committee request and worked with the Juneteenth Committee to develop the attached Community Partnership Agreement, which would establish a co-sponsored Juneteenth National Independence Day Federal Holiday Special Event.

The Inaugural Juneteenth National Independence Day Special Event will take place on Saturday, June 24, 2023 at the Lathrop Generations Center from 10:00 a.m. to 5:00 p.m. The Juneteenth National Independence Day Special Event will feature food trucks, entertainment, children's activities, informational and community booths, and craft and art vendor booths. The Juneteenth National Independence Day Special Event is open to the public and is expected to have an estimated 400 people in attendance.

#### **BACKGROUND:**

On June 17, 2021, President Joe Biden signed the Juneteenth National Independence Day Act into law, officially making June 19th a Federal Holiday and giving national recognition commemorating the day of emancipation. The attached Community

**CITY MANAGERS REPORT  
APPROVE COMMUNITY PARTNERSHIP AGREEMENT BETWEEN THE  
CITY OF LATHROP AND THE JUNETEENTH COMMITTEE TO CELEBRATE  
THE JUNETEENTH NATIONAL INDEPENDENCE DAY FEDERAL  
HOLIDAY**

Partnership Agreement will better serve the community by commemorating a co-sponsored Juneteenth National Independence Day Federal Holiday Special Event. The Inaugural Juneteenth National Independence Day Special Event would take place on Saturday, June 24, 2023 at the Lathrop Generations Center from 10:00 a.m. to 5:00 p.m.

The attached proposed Community Partnership Agreement identifies that the Lathrop Juneteenth Committee shall procure community partnerships, craft and art vendors, food trucks, cultural elements, entertainment, bounce houses, amplified sound equipment, event décor, event program and flyer. The City of Lathrop shall procure the event layout, Lathrop Police Department plan review, Lathrop Manteca Fire District plan review, parking, access, traffic control, garbage/refuse disposal, restrooms, security, twenty (20) tented vendor booths, invite Lathrop Manteca Fire District to participate, host City of Lathrop Community Booths (i.e. Parks, Recreation and Maintenance Services, Lathrop Police Department, Animal Control / Pet Adoptions and Public Works) and assist with the marketing of provided materials on City social media platforms.

**RECOMMENDATION:**

Staff recommends Council find the requested Community Partnership Agreement between the City of Lathrop and the Lathrop Juneteenth Committee as a public benefit to the community and approve the Community Partnership Agreement with the Lathrop Juneteenth Committee.

**FISCAL IMPACT:**

The fiscal impact of co-sponsoring the Juneteenth National Independence Day Special Event including staffing and all Special Event logistics is estimated to be \$14,345. Funds are available within the FY 22/23 budget to cover the Event staffing and logistics.

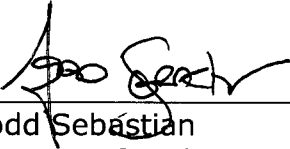
**ATTACHMENTS:**

- A. Resolution to approve a Community Partnership Agreement between the City of Lathrop and the Juneteenth Committee in order to better serve the community and celebrate the Juneteenth National Independence Day Federal Holiday
- B. Community Partnership Agreement between the City of Lathrop and Lathrop Juneteenth Committee



**CITY MANAGERS REPORT  
APPROVE COMMUNITY PARTNERSHIP AGREEMENT BETWEEN THE  
CITY OF LATHROP AND THE JUNETEENTH COMMITTEE TO CELEBRATE  
THE JUNETEENTH NATIONAL INDEPENDENCE DAY FEDERAL  
HOLIDAY**

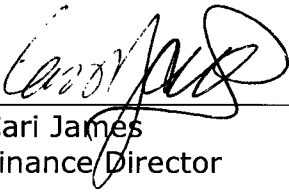
**APPROVALS:**



\_\_\_\_\_  
Todd Sebastian  
Director of Parks, Recreation and Maintenance Services

3.9.2023

\_\_\_\_\_  
Date



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

3-9-2023

\_\_\_\_\_  
Date



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

3-9-2023

\_\_\_\_\_  
Date



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

3.8.23

\_\_\_\_\_  
Date

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A COMMUNITY PARTNERSHIP AGREEMENT BETWEEN THE CITY OF LATHROP AND THE JUNETEENTH COMMITTEE TO CELEBRATE THE JUNETEENTH NATIONAL INDEPENDENCE DAY FEDERAL HOLIDAY**

**WHEREAS**, the Lathrop Juneteenth Committee, a local citizens group, is currently permitted to host a Juneteenth National Independence Day Special Event at the Generations Center on Saturday, June 24, 2023; and

**WHEREAS**, the Juneteenth Committee submitted an email outlining the areas in which the Juneteenth Committee would like to have directorial control and which areas the Juneteenth Committee would like to have the City facilitate and staff suggested the use of the Community Partnership Agreement to clearly identify the roles and responsibilities; and

**WHEREAS**, staff received the Juneteenth Committee request and worked with the Juneteenth Committee to develop a Community Partnership Agreement; and

**WHEREAS**, the Community Partner Agreement will better serve the community by commemorating a co-sponsored Inaugural Juneteenth National Independence Day Special Event to take place on Saturday, June 24, 2023 at the Lathrop Generations Center from 10:00 a.m. to 5:00 p.m.; and

**WHEREAS**, the City Council finds that this request provides a public benefit to the community and the amount of the request is approximately \$14,345; and

**WHEREAS**, sufficient funds are available within the FY 22/23 budget.

**NOW, THEREFORE, BE IT** that the Council of the City of Lathrop approves the Community Partnership Agreement between the City of Lathrop and the Juneteenth Committee to Celebrate the Juneteenth National Independence Day Federal Holiday at a co-sponsored event to take place at the Generations Center on Saturday, June 24, 2023 at a cost of \$14,345.

The foregoing resolution was passed and adopted this 13<sup>th</sup> day of March 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

APPROVED AS TO FORM:

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

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

## **A Community Partnership Agreement with the City of Lathrop and the Lathrop Juneteenth Committee**

This Community Partnership Agreement is made and entered into on March \_\_, 2023, by and between the City of Lathrop, (hereinafter called the CITY) and the Lathrop Juneteenth Committee (hereinafter called the PARTNER), who agree as follows:

### **A. Purpose**

The purpose of this agreement is to grant the PARTNER recognition as a Community Partner in order to better serve the community of Lathrop through the use of CITY facilities to celebrate the Juneteenth National Independence Day Federal Holiday; subject to compliance with the terms of this Agreement and applicable laws and CITY policies, procedures and safety guidelines.

2023 Juneteenth National Independence Day Federal Holiday Special Event

Date: Saturday, June 24, 2023  
Set-up: 8:00 a.m. to 10:00 a.m.  
Event Time: 10:00 a.m. to 5:00 p.m.  
Clean-up: 5:00 p.m. to 7:00 p.m.

### **B. General Terms of Agreement**

1. Both parties will designate a person to act as the primary contact to facilitate effective communications regarding the Community Partnership Agreement. The primary contacts will maintain regular communication meetings to successfully coordinate and uphold the terms of this agreement. Both parties will schedule in-person meetings two times per month in April and May to finalize all event logistics and ensure a smooth and successful event plan.

The CITY hereby designates:

Primary Contact: Director of Parks, Recreation and Maintenance Services – Todd Sebastian

The PARTNER hereby designates:

Primary Contact: Co-Chair, Lathrop Juneteenth Committee – Brandy Perkins

2. Each party shall, to the fullest extent permitted by law, indemnify, defend, protect, and hold harmless the other party, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to: attorney fees and costs, expert witness and consultant fees and costs, and litigation costs) of every nature arising out of the indemnifying party's performance or failure to perform under this Agreement and caused by any negligent act or omission, willful misconduct or violation of law of or by indemnifying party or its employees, volunteers, agents and subcontractors, except where caused by the sole negligence or willful misconduct of the other party or as otherwise limited by law. This indemnity obligation shall survive the termination of the Agreement.

### **C. General Provisions**

#### **The PARTNER shall:**

1. Comply with and implement all requirements outlined in this Community Partnership Agreement.
2. Not damage, deface, destruct or harm facilities, equipment or furniture. If PARTNER or an employee, agent, contractor, guest, participant, attendee or invitee damages, defaces, destructs or harms facilities, equipment or furniture, then PARTNER shall be liable for the costs of the necessary repairs or replacements. PARTNER shall give prompt written notice to CITY of any damage or destruction.
3. PARTNER at its sole cost and expense shall procure the following event amenities:
  - a. Community Partnerships
  - b. Up to Twenty (20) Craft and Art Vendors (CITY will provide recent vendor list)
    - i. Craft and Art Vendors must adhere to CITY vendor rules and submit the Release of Liability Waiver.
  - c. Food Trucks (CITY will provide recent vendor list)
    - i. Food Trucks must have a current business licenses with the CITY.
  - d. Critical Cultural Elements
  - e. All Stage Entertainment
    - i. Stage Entertainment must submit the Release of Liability Waiver.
  - f. Play Area "Bounce House" w/ Power Need and
    - i. Bounce House must submit commercial general liability insurance with limits of at least \$1,000,000 per occurrence endorsing the CITY, and its officers, employees, volunteers and agents as additional insured.
  - g. Event Program / Marketing / Flyer (with CITY logo and review)
  - h. Dignitary List (Including City Council)
  - i. Event Décor
  - j. Amplified Sound Equipment / Power Needs

#### **The CITY shall:**

1. Agree to establish an annual CITY co-sponsored Juneteenth National Independence Day Federal Holiday Special Event.
2. Agree to allow the use of CITY facilities at no cost in accordance with the terms of this Agreement.
3. Agree to waive the PARTNER requirement of providing commercial general liability insurance with limits of at least \$1,000,000 per occurrence endorsing the CITY, and its officers, employees, volunteers and agents as additional insured.
4. Reserve the right for the Lathrop Police Department and the Lathrop Manteca Fire District Fire to suspend any and all uses should it be necessary to correct any safety related condition or activity until such time that condition of activities are deemed safe and appropriate for public usage.
5. CITY at its sole cost and expense shall procure and provide technical oversight on the following event amenities:
  - a. Provide Event Layout / Mapping
    - i. Secure Lathrop Police Department Plan Review
    - ii. Secure Lathrop Manteca Fire District Plan Review
  - b. Manage Parking and Access
  - c. Manage Traffic Control
  - d. Manage Garbage / Refuse

- e. Manage Restroom Facilities
- f. Manage Non-Police Department Event Security based on estimated 400 anticipated attendees
- g. Stage powered with four (4) outlets and basic overhead lighting
- h. Provide Twenty (20) Tented Craft and Art Vendor Booth Locations
- i. Invite Lathrop Manteca Fire District to host a community booth.
- j. Host City of Lathrop Community Booths:
  - i. Parks and Recreation
  - ii. Lathrop Police Department
  - iii. Animal Control / Pet Adoptions
  - iv. Public Works Water Reduction

6. Marketing

- a. Post on social media (Facebook and Instagram). Initial Post 30-days prior, second post 14-days prior, and last post day before event.
- b. Email blast 14-days prior to the event to Parks and Recreation Department database.
- c. Post on CITY website under the special events page.

D. Agreement


1. Entire Agreement; Amendment: This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning PARTNER's use of the facilities, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.
2. Successors and Assignment: This Agreement shall bind and ensure to the benefit of the heirs, successors and assigns of the parties; however, the PARTNER shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of CITY.

**APPROVALS:**

\_\_\_\_\_ Date: \_\_\_\_\_  
 Sonny Dhaliwal, Mayor

\_\_\_\_\_ Date: \_\_\_\_\_  
 Brandy Perkins, Lathrop Juneteenth Committee

**APPROVED AS TO FORM:**

 \_\_\_\_\_ Date: 5-9-2023  
 Salvador Navarrete, City Attorney

## ITEM 4.22

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

**ITEM:** **AUTHORIZE THE FORMATION OF COMMUNITY FACILITIES DISTRICT NO. 2023-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)**

**RECOMMENDATION:** **Adopt a Resolution of Intention to Establish City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) and a Future Annexation Area to Finance Public Services and Facilities**

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#### **SUMMARY:**

As part of their development agreement requirements, master developers are required to submit to the City a fiscal impact analysis. The purpose of a fiscal impact analysis is to estimate the overall financial impacts a development will have on the City. This analysis enables the City to estimate the difference between the costs of providing services to a new development and the revenue the new development will generate.

In 2013, River Islands completed a fiscal impact analysis for their project. The fiscal impact analysis projected that the River Islands (Developer) development would produce a shortfall to the City's General Fund. In order for the City to ensure that development continued to pay its own way, Community Facilities District (CFD) No. 2013-1 (River Islands Public Services and Facilities) was formed to cover the shortfalls. Since that time, River Islands and the City has reviewed project revenues and expenses annually to ensure the project continues to perform as projected.

In January 2023, the City and San Joaquin County (SJC) amended their property tax sharing agreement for the West Lathrop Specific Plan (WLSP), which includes the River Islands Development. The amended agreement will revise the property tax formula for new development within the River Islands tax area from a 90%-County/10%-City tax split to a 60%-County/40%-City tax split. While this agreement has no immediate effect on property tax revenue received, it may generate substantially more property tax revenue than previously anticipated in the future development area.

As a result of the change in the property tax revenue, a new CFD will need to be created for all future development to allow the City flexibility to adjust the assessment if or when the shortfall is reduced. The new CFD will apply to future development and will not impact current residents. Currently, the future development area is owned by the developer.

It is recommended Council authorize the attached Resolution of Intention to establish the City of Lathrop Community Facilities District No. 2023-1 (River Islands Services and Facilities #2) (the "District") and to levy a special tax to finance the costs of certain public facilities and services of benefit to the properties within the District.

**BACKGROUND:**

City Staff, the Financing Team and the Developer have had several discussions to help formulate the proposed District and the special tax to be levied, which has been approved by the developer and will be calculated and levied as set forth in the Rate and Method of Apportionment of Special Tax (attached to the Resolution of Intention (Attachment A)).

The District will initially include three (3) parcels and is setup with the contemplation that additional land areas (the "Future Annexation Area") will be annexed into the District in the future upon the consent of the then owner/developer as the area develops.

The District will have a single tax rate formula, for the levy of the "Special Tax", for the purpose of funding services, and will convert to the purpose of funding facilities in the future.

The description of the services authorized to be paid for by the Special Tax, as well as the facilities/public improvements are described in the "List of Services and Facilities" (Exhibit A of Attachment A). The services shall include:

**Services**

- Police Protection Services
- Maintenance of open space; including irrigation and vegetation control
- Maintenance of roads and roadways; including street sweeping, street repair, street striping and repair and repainting of sound walls
- Storm protection; including operation and maintenance of storm drainage system
- Landscaping of public areas; including irrigation, tree trimming and vegetation maintenance and control

**Facilities**

- Roadway and related improvements
- Bradshaw's Crossing Bridge improvements
- Water Infrastructure
- Sewer Infrastructure
- Public Landscaping and Recreational Features



The City Council has four documents for consideration:

1. *The Resolution of Intention (Attachment A)* - The resolution sets forth the intention to establish the District, designates the name of the District, identifies the services and facilities to be funded, and states the City's intention to levy a special tax to pay for the services and in the future to pay for the acquisition, construction, and associated costs of the public facilities. The Resolution also sets May 8, 2023 as the date for a hearing on the matters set forth therein.
2. *List of Services and Facilities (Exhibit A of Attachment A)* – Lists the services and projects that are authorized to be funded from special tax revenues generated within the District.
3. *The Rate and Method of Apportionment of Special Tax (Exhibit B of Attachment A)* is a key document in that it provides for the security for the funding of the District. This document presents how the revenues from the District are to be collected and also sets forth the purpose and level of the taxes from the various different types of properties.
4. *The District Boundary Map (Attachment B)* – Details the legal parcels which will make up the properties within the boundaries of the District, showing the area initially to be taxed and the area that may be taxed later if annexed to the CFD as the "Future Annexation Area."

Today's resolution sets the public hearing date at which time the City Council will hear a presentation on the proposed District. At the same time the election of the property owners is expected to be completed. The election results will unanimously favor the District formation, as the Developer, as the only property owner within the District boundaries, will be voting. It is expected that the Developer will waive a number of noticing and election procedures that make it possible for the proposed district to be formed in a relatively short period of time.

At the public hearing on the District, protests against the establishment of the District, the extent of the District, or the furnishing of specified types of public facilities or services within the District may be made orally or in writing by any interested persons or taxpayers. Any protests pertaining to the regularity or sufficiency of the proceedings shall be made in writing and shall clearly set forth the irregularities and defects to which objection is made. All written protests shall be filed with the City Clerk on or before the time fixed for the hearing. The City Council may waive any irregularities in the form or content of any written protest and at the hearing may correct minor defects in the proceedings. Written protests may be withdrawn in writing at any time before the conclusion of the hearing. If the City Council determines at the conclusion of the hearings to proceed with the establishment of the District, the proposed voting procedure shall be by landowners voting in accordance with the Mello-Roos Community Facilities District Act of 1982, as there are less than twelve registered electors residing within the proposed district boundaries.

Notice of the Public Hearing will be published in the same manner as the City's other public hearing notifications at least seven days prior to the hearing date. Furthermore, a notice of the hearing will be mailed to each property owner and registered voter within the proposed District boundaries (unless otherwise waived).

**REASON FOR RECOMMENDATION:**

Staff has worked with River Islands to complete a fiscal impact analysis for their project. The fiscal impact analysis has determined that the River Islands development will produce a shortfall to the City's General Fund. In order for the City to ensure that development continues to pay its own way, a Community Facilities District (CFD) needs to be formed to cover the shortfalls. River Islands and the City has committed to an annual review of project revenues and expenses to ensure the project continues to perform as projected.

In order to form the CFD, Council needs to adopt the Resolution of Intention. The Resolution is required to be adopted by a majority approval of the City Council.

**FISCAL IMPACT:**

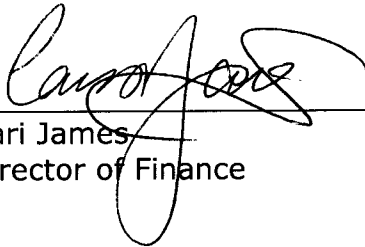
River Islands has funded the forming of the CFD.

**ATTACHMENTS:**

- A. Resolution of Intention to Establish Community Facilities District  
Exhibits to Attachment A:
  - A. Description of Authorized Services and Facilities
  - B. Rate and Method of Apportionment of Special Tax
  
- B. Community Facilities District No. 2023-1 Boundary Map

**CITY MANAGER'S REPORT  
MARCH 13, 2023 REGULAR CITY COUNCIL MEETING  
COMMUNITY FACILITIES DISTRICT NO. 2023-1 FORMATION**

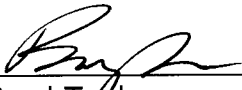
**APPROVALS:**



Cari James  
Director of Finance

3/6/2023

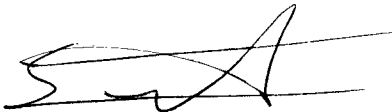
Date



Brad Taylor  
City Engineer

3/6/2023

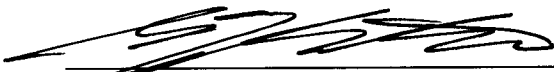
Date



Salvador Navarrete  
City Attorney

3.6.2023

Date



Stephen J. Salvatore  
City Manager

3.7.23

Date

**RESOLUTION NO. 23-\_\_\_\_\_**

**A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ESTABLISH CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2023-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2) AND A FUTURE ANNEXATION AREA TO FINANCE PUBLIC SERVICES AND FACILITIES**

**WHEREAS**, under the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), the City Council (the "Council") of the City of Lathrop (the "City") is authorized to establish a community facilities district and to act as its legislative body; and

**WHEREAS**, this Council, having received a request from the owners of the area of developing land proposed to be included in the proposed community facilities district within the City, now desires to proceed with the establishment of such community facilities district to finance costs of certain public services required to meet the demands of new development of such land; and

**WHEREAS**, pursuant to Section 53339.2 of the Act, this Council further desires to undertake proceedings to provide for future annexation of territory to the proposed community facilities district.

**NOW, THEREFORE, IT IS RESOLVED** as follows:

1. Authority. This Council proposes to conduct proceedings to establish a community facilities district pursuant to the Act, and hereby determines that public convenience and necessity require that a future annexation area be established pursuant to the Act.

2. Name of CFD; Future Annexation Area. The name proposed for the community facilities district is City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) (the "CFD").

The name proposed for the territory proposed to be annexed into the CFD in the future is "City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) (Future Annexation Area)" (the "Future Annexation Area").

3. Boundaries Described. The proposed boundaries of the CFD and the Future Annexation Area are as shown on the map of it on file with the City Clerk, which boundaries are hereby preliminarily approved and to which map reference is hereby made for further particulars. This Council finds that the map is in the form and contains the matters prescribed by Section 3110 of the California Streets and Highways Code. This Council directs the City Clerk to certify the adoption of this resolution on the face of the map, and to file a copy of the map in the office of the

City Clerk in accordance with Section 3111 of the California Streets and Highways Code, and within 15 days of the date of adoption of this resolution but in no event later than 15 days prior to the public hearing provided for herein transmit the map to the County Recorder for recording in the Book of Maps of Assessment and Community Facilities Districts in the office of the County Recorder of the County of San Joaquin.

Parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed and all or any portions of territory that annex into the CFD from the Future Annexation Area or otherwise may be annexed into a separate zone or improvement area to be designated at the time of such annexation, all without any requirement for additional public hearings, resolutions of the City Council or other additional proceedings. In connection with establishing such zone or improvement area, all proceedings for approval of an appropriations limit, the rate and method of apportionment and manner of collection of special taxes, and the authorization to incur bonded indebtedness may differ from other designated areas of the CFD, all as set forth in the Unanimous Approval, and shall apply only to the parcel or parcels within such zone or improvement area.

4. Services and Facilities. The types of public facilities and services proposed to be provided within the CFD and the Future Annexation Area are set forth on Exhibit A attached to this Resolution (the "Services" and "Facilities"). The Council hereby finds that these Services and Facilities are necessitated by new development occurring and anticipated within the CFD and the Future Annexation Area and the Council hereby determines that the increased services and facilities are necessary to meet increased demands placed upon local agencies as the result of development occurring or to occur within the CFD and the Future Annexation Area. The Council hereby finds and determines that the public interest will not be served by allowing the property owners in the CFD to enter into a contract in accordance with Section 53329.5(a) of the Act. Notwithstanding the foregoing, the Council, on behalf of CFD, may enter into one or more contracts directly with any of the property owners with respect to the construction and/or acquisition of any portion of the Facilities.

The City Manager is hereby authorized and directed to enter into joint community facilities agreements with any entity that will share in providing the Services and Facilities, as may be necessary to comply with the provisions of Section 53316.2(a) and (b) of the Act. The Council hereby declares that such joint agreements will be beneficial to owners of property in the area of the CFD.

5. Special Tax. Except to the extent that funds are otherwise available, the City will levy the special taxes (together, the "Special Tax") to pay directly for the Services and Facilities. The Special Tax will be secured by recordation of a continuing lien against all non-exempt real property in the CFD, will be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes, or in such other manner as this Council or its designee shall determine, including direct billing of the affected property owners. The proposed rate and method of

apportionment of the Special Tax among the parcels of real property within the CFD in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are described in Exhibit B attached hereto and hereby incorporated herein (the "Rate and Method").

This Council hereby finds that the provisions of Section 53313.6, 53313.7 and 53313.9 of the Act (relating to adjustments to *ad valorem* property taxes and schools financed by a community facilities district) are inapplicable to the proposed CFD.

As required by Section 53339.3(d) of the Act, the Council hereby determines that the special tax proposed to pay for one or more Services and Facilities to be supplied within the Future Annexation Area will be equal to the special taxes levied to pay for the same Services and Facilities for similarly designated parcels in the original area of the CFD.

6. Exempt Property. Except as may otherwise be provided by the Act, by law or by the rate and method of apportionment of the Special Tax for the CFD, all lands owned by any public entity, including the United States, the State of California and/or the City, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax to be made to cover the costs and expenses of the Services and Facilities and the CFD. In the event that a portion of the property within the CFD shall become for any reason exempt, wholly or in part, from the levy of the Special Tax, this Council will, on behalf of the CFD, increase the levy to the extent necessary upon the remaining property within the CFD which is not exempt in order to yield the required annual expenses of the CFD, subject to the provisions of the rate and method of apportionment of the Special Tax.

7. Election. The levy of the Special Tax shall be subject to the approval of the qualified electors of the CFD at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in the proposed CFD, with each owner having one vote for each acre or portion of an acre such owner owns in the CFD.

A special tax shall be levied in the Future Annexation Area only with the Unanimous Approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings.

8. CFD Report. The City's Finance Director, as the officer having charge and control of the Services and Facilities in and for the CFD, or the designee of such officer, is hereby directed to study said proposed Services and Facilities and to make, or cause to be made, and file with the City Clerk a report in writing, (the "CFD Report") presenting the following:

(a) A description of the Services and Facilities by type which will be required to adequately meet the needs of the CFD.

(b) An estimate of the fair and reasonable cost of the Services and incidental expenses in connection therewith.

(c) An estimate of the fair and reasonable cost of the Facilities including the cost of acquisition of lands, rights-of-way and easements, any physical facilities required in conjunction therewith and incidental expenses in connection therewith.

The CFD Report shall be made a part of the record of the public hearing specified below.

9. Public Hearing. Monday, May 8, 2023, at 7:00 p.m. or as soon as possible thereafter, in the Council Chambers, 390 Towne Centre Drive, Lathrop, California 95330, be, and the same are hereby appointed and fixed as the time and place when and where this Council, as legislative body for the CFD, will conduct a public hearing on the establishment of the CFD and the Future Annexation Area and consider and finally determine whether the public interest, convenience and necessity require the formation of the CFD, the Future Annexation Area and the levy of the Special Tax.

At the hearing, testimony concerning the CFD, the extent of the CFD and Future Annexation Area or the furnishing of the particular types of Services and Facilities will be heard and protests will be considered from registered voters residing within the CFD and persons owning real property within the CFD. Written protests by a majority of the registered voters (if at least six such voters protest), or by the owners of a majority of the land (by acreage) which would be subject to special taxation within the proposed the CFD will require the suspension of proceedings for at least one year. Written protests must be filed with the City Clerk at or before the time fixed for the hearing. If such protests are directed only against certain elements of the proposed Services and Facilities or proposed special tax, and if such protests constitute a majority protest, only those elements shall be deleted from the proceedings.

10. Notice of Hearing. The City Clerk is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper published in the area of the CFD and the Future Annexation Area. The publication shall be completed at least seven days before the date of the public hearing specified above. The City may also cause notice of the hearing to be given to each property owner within the CFD by first class mail, postage prepaid, to each such owner's address as it appears on the most recent tax records of San Joaquin County or as otherwise known to the City to be correct. Such mailing shall be completed not less than 15 days before the date of the public hearing. Each of the notices shall be substantially in the form specified in Section 53322 of the Act, with the form summarizing the provisions hereof hereby specifically approved.

11. Billing of Special Tax. It is anticipated that the special tax will be billed as a separate line item on the regular property tax bill. However, this Council reserves the right, under Section 53340, to utilize any method of collecting the special

tax which it shall, from time to time, determine to be in the best interests of the City, including, but not limited to, direct billing by the City to the property owners and supplemental billing.

12. Further Action. The Mayor, City Manager, Finance Director, Treasurer, City Attorney, City Clerk and all other officers and agents of the City are hereby authorized and directed to take all actions necessary or advisable to give effect to the transactions contemplated by this Resolution.

13. No Obligation. This Resolution shall in no way obligate the Council of the City to form the CFD. The formation of the CFD shall be subject to the approval of this Council by resolution following the holding of the public hearing referred to above.



\* \* \* \* \*

I hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of Lathrop at a meeting held on the 13 day of March, 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

## EXHIBIT A

**CITY OF LATHROP**  
**COMMUNITY FACILITIES DISTRICT NO. 2023-1**  
**(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)**  
**DESCRIPTION OF AUTHORIZED SERVICES AND FACILITIES**

### **Services**

The services to be funded, in whole or in part, by the community facilities district (CFD) include all direct and incidental costs related to providing public services and maintenance of public infrastructure within the River Islands area including the area initially included in the CFD, as well as any future annexation area of the CFD and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to: (i) police protection services, (ii) maintenance of open space, including trails and habitat areas, with services to include, but not be limited to, irrigation and vegetation control; (iii) maintenance of roads and roadways, with services to include, but not be limited to, regularly scheduled street sweeping, repair of public streets, striping of streets and repair and repainting of sound walls and other appurtenances; (iv) storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, (v) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; and (vi) any other public services authorized to be funded under Section 53313 of the California Government Code that are not already funded by another community facilities district on the property within the CFD.

The CFD may fund any of the following related to the services described in the preceding paragraph: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the District is created.

### **Facilities**

The CFD may also fund all or any portion of the costs of the following facilities to be located within or in the vicinity of the CFD:

Roadway and related improvements, including, but not limited to, construction of the roadways currently identified on Vesting Tentative Map No. 3694 as Stewart Road, Golden Valley Parkway, South River Islands Parkway, North River Islands Parkway, Broad Street, Commercial Street, J8 Street, B5 Street, B6 Street and Cl Street, as well as other backbone and arterial streets, including, but not limited to, grading, fill, pavement section, curb gutter and sidewalk, joint trench, water, sewer, reclaimed water, storm drainage, and other utility improvements necessary for, or incidental

to, road construction. Roadway improvements may also include landscaping, street lights and signage, and traffic signals and striping.

Bradshaw's Crossing Bridge improvements, including, but not limited to, design, construction, utility connections, mitigation payments, right-of-way acquisition, and other improvements required for, or incidental to, construction of the bridge.

Water infrastructure, including, but not limited to, tanks, pump stations, distribution lines, and other improvements necessary for, or incidental to, the delivery of potable or reclaimed water.

Sewer infrastructure, including, but not limited to, treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, pump stations, lift stations, and other improvements necessary for, or incidental to, the delivery of sanitary sewer service.

Public landscaping and recreational features along rivers, lakes, within parks, and along and including pathways.

Offsite public infrastructure, including, but not limited to, the extension of sanitary sewer lines and payment of license fees (e.g., to Caltrans or UPRR) and any other incidental fees or exactions.

The facilities authorized to be funded by the CFD shall include the costs of design, engineering, surveys, reports, environmental mitigation, soils testing, permits, plan check, inspection fees, impact fees, insurance, construction management, and any other costs or appurtenances related to any of the foregoing.

### **Administrative Expenses**

The administrative expenses to be funded by the CFD include the direct and indirect expenses incurred by the City of Lathrop (City) in carrying out its duties with respect to the CFD including, but not limited to, the levy and collection of the special taxes, the fees and expenses of attorneys, any fees of the County of San Joaquin related to the CFD or the collection of special taxes, an allocable share of the salaries of any City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the CFD or the services authorized to be financed by the CFD, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the CFD.

### **Other**

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the CFD of all costs associated with the establishment and ongoing administration of the CFD.

## EXHIBIT B

### CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2023-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)

#### RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

---

Special Taxes applicable to each Assessor's Parcel in the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) shall be levied and collected according to the tax liability determined by the City or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportionment of Special Tax is adopted for the annexation area.

#### A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

**“Accessory Unit”** means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

**“Act”** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

**“Administrative Expenses”** means any or all of the following: expenses of the City in carrying out its duties with respect to the CFD, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this RMA, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

**“Administrator”** means the person or firm designated by the City to administer the Special Taxes according to this RMA.

**“Assessor's Parcel” or “Parcel”** means a lot or parcel shown on a County Assessor's Parcel map with an assigned County Assessor's Parcel number.

**“Authorized Facilities”** means the public facilities authorized to be financed, in whole or in part, by Facilities Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

**“Authorized Services”** means those services that are authorized to be funded by Services Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

**“CFD”** means the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2).

**“CFD Formation”** means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

**“City”** means the City of Lathrop.

**“City Council”** means the City Council of the City of Lathrop.

**“County”** means the County of San Joaquin.

**“Developed Property”** means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

**“Development Agreement”** means the 2003 Amended and Restated Development Agreement dated February 4, 2003 and recorded on March 31, 2003 in the San Joaquin County Recorder’s Office as Document No. 2003-069319, as has been amended and as may be amended in the future.

**“Escalation Factor”** means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2022 to April 2023.

**“Facilities Special Tax”** means a special tax levied in any Fiscal Year after the Trigger Event has taken place to pay the Facilities Special Tax Requirement.

**“Facilities Special Tax Requirement”** means the amount necessary in any Fiscal Year after the Trigger Event to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds.

**“Final Map”** means a final map, or portion thereof, approved by the City and recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq) that creates SFD Lots. The term “Final Map” shall not include any large lot subdivision map, Assessor’s Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor’s Parcels that are designated as remainder parcels.

**“Fiscal Review Process”** means the River Islands Annual Fiscal Review Process, which is required pursuant to the Development Agreement, and which process is described in detail in Exhibit B of the Development Agreement.

**“Fiscal Year”** means the period starting July 1 and ending on the following June 30.

**“Maximum Facilities Special Tax”** means the greatest amount of Facilities Special Tax that can be levied on a Parcel in any Fiscal Year after the Trigger Event, as determined in accordance with Section C below.

**“Maximum Services Special Tax”** means the greatest amount of Services Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Section C below.

**“Maximum Special Taxes”** means, collectively, the Maximum Facilities Special Tax and the Maximum Services Special Tax that can be levied on a Parcel in any Fiscal Year.

**“Multi-Family Property”** means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued or is expected to be issued for construction of a residential structure with five or more Units that share a single Assessor’s Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

**“Non-Residential Property”** means all Assessor’s Parcels of Taxable Property for which a building permit was or is expected to be issued for an office, commercial, retail, industrial or mixed-use building, as determined by the City.

**“Non-Residential Square Footage”** means the net leasable square footage used by or designated for non-residential uses within a building as reflected on the condominium plan, site plan, building permit for new construction, or other such document. If a structure on a Parcel of Non-Residential Property includes Units, such Units shall be categorized and taxed as Residential Property, and the square footage of such Units shall not be counted as Non-Residential Square Footage for purposes of determining the Maximum Special Taxes pursuant to Section C below.

**“Proportionately”** means, for the Services Special Tax, that the ratio of the actual Services Special Tax levied in any Fiscal Year to the Maximum Services Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property. For the Facilities Special Tax, “Proportionately” means that the ratio of the actual Facilities Special Tax levied in any Fiscal Year to the Maximum Facilities Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property.

**“Public Property”** means any property within the boundaries of the CFD that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local governments or public agencies.

**“Residential Property”** means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. If a building includes both Units and Non-Residential Square Footage, the Units within the building shall be categorized as Residential Property for purposes of this RMA.

**“RMA”** means this Rate and Method of Apportionment of Special Tax.

**“Services Special Tax”** means a special tax levied in any Fiscal Year to pay the Services Special Tax Requirement.

**“Services Special Tax Requirement”** means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Services Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from the collection of delinquent Services Special Taxes and associated penalties and interest.

**“SFD Lot”** means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

**“Single Family Attached Property”** means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

**“Single Family Detached Property”** means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this RMA.

**“Special Taxes”** means, collectively, the Facilities Special Tax and the Services Special Tax.

**“Taxable Property”** means all of the Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Taxes pursuant to law or Section F below.

“**Tax Zone**” means a mutually exclusive geographic area within which Special Taxes may be levied pursuant to this RMA. *All of the property within the CFD at the time of CFD Formation is within Tax Zone 1.* Additional Tax Zones may be created when property is annexed to the CFD, and separate Maximum Special Taxes shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor’s Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor’s Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

“**Unanimous Approval Form**” means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner’s approval and unanimous vote in favor of annexing into the CFD and the levy of Special Taxes against his/her Parcel or Parcels pursuant to this RMA.

“**Trigger Event**” will be deemed to have occurred in any Fiscal Year if, on or before June 30 of the prior Fiscal Year, the City has made a finding that, for the third year in a row, the Fiscal Review Process has demonstrated that fiscal surpluses will be generated to the City’s general fund from development within the River Islands Master Plan area, and, as part of the Fiscal Review Process in each of the prior three years, the Services Special Tax revenue factored into the fiscal analysis was based on the Services Special Tax being levied at only 47.43% of the Maximum Services Special Tax that could have been levied in each of those three years. Once the Trigger Event has occurred, the reduced Services Special Taxes and the Facilities Special Taxes determined for each Tax Zone pursuant to Section C shall be the applicable Maximum Special Taxes in all future Fiscal Years regardless of the results of future Fiscal Review Processes.

“**Unit**” means a single family detached unit or an individual unit within a duplex, triplex, halfplex, fourplex, condominium, townhome, live/work, or apartment structure.

## **B. DATA FOR ADMINISTRATION OF SPECIAL TAXES**

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel numbers for all Parcels of Developed Property within the CFD. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located; (ii) which Parcels of Developed Property are Residential Property and Non-Residential Property; (iii) the Non-Residential Square Footage of buildings on each Parcel of Non-Residential Property; (iv) for Single Family Detached Property, the square footage of each SFD Lot, (v) by reference to the condominium plan, site plan, or other document, the number of Units on each Parcel of Single Family Attached Property and Multi-Family Property; (vi) whether the Trigger Event has occurred; and (vii) the Services Special Tax Requirement and, if the Trigger Event has occurred, the Facilities Special Tax Requirement for the Fiscal Year. To determine the square footage of each Parcel of Single Family Detached Property, the Administrator shall reference Assessor’s Parcel Maps or, if the square footage is not yet designated on such maps, the small lot subdivision map recorded to create the individual lots.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new parcels created by the parcel



map, and (iii) a building permit was issued on or prior to June 30 of the prior Fiscal Year for development on one or more of the newly-created parcels, the Administrator shall calculate the Special Taxes for Units and/or Non-Residential Square Footage within the subdivided area and levy such Special Taxes on the master Parcel that was subdivided by recordation of the parcel map.

**C. MAXIMUM SPECIAL TAXES**

*1. Services Special Tax, Tax Zone 1*

Table 1 below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event. A different Maximum Services Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

**TABLE 1  
MAXIMUM SERVICES SPECIAL TAX  
TAX ZONE 1**

<b>Type of Property</b>	<b>Lot Size</b>	<b>Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*</b>	<b>Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*</b>
<b>Residential Property:</b>			
Single Family Detached Property	Greater than 7,000 SqFt	\$432.29 per SFD Lot	\$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$349.02 per SFD Lot	\$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$320.21 per SFD Lot	\$151.87 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$272.18 per SFD Lot	\$129.09 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	\$252.96 per SFD Lot	\$119.97 per SFD Lot
Single Family Attached Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Multi-Family Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
<b>Non-Residential Property</b>	<b>Not Applicable</b>	<b>\$0.00 per Non-Residential Square Foot</b>	<b>\$0.00 per Non-Residential Square Foot</b>

**\* On July 1, 2023 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.**

2. *Facilities Special Tax, Tax Zone 1*

Table 2 below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1 both before and after the Trigger Event; a different Maximum Facilities Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

**TABLE 2  
MAXIMUM FACILITIES SPECIAL TAX  
TAX ZONE 1**

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<b>Residential Property:</b>			
Single Family Detached Property	Greater than 7,000 SqFt	\$ 0.00 per SFD Lot	\$227.27 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$ 0.00 per SFD Lot	\$183.49 1per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$ 0.00 per SFD Lot	\$168.34 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$ 0.00 per SFD Lot	\$143.09 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	\$ 0.00 per SFD Lot	\$132.99 per SFD Lot
Single Family Attached Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Multi-Family Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

\* On July 1, 2023 and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in Table 2 above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.

3. *Maximum Special Taxes for Mixed-Use Buildings*

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Units and Non-Residential Square Footage, the Maximum Special Taxes for the Parcel shall be the sum of (i) the aggregate Maximum Special Taxes for all Units on the Parcel, and (ii) the Maximum Special Taxes determined for all of the Non-Residential Square Footage on the Parcel.

4. *Reduction of the Maximum Special Taxes*

If, in any Fiscal Year, the City determines pursuant to the Fiscal Review Process that the Maximum Special Taxes within one or more Tax Zones should be reduced, the Maximum Special Taxes within the Tax Zones may be reduced without a vote of the qualified CFD electors. An Amended Notice of Special Tax Lien reflecting the reduced Maximum Special Taxes shall be recorded against the Parcels within such Tax Zones.

**D. METHOD OF LEVY OF THE SPECIAL TAXES**

*1. Services Special Tax*

Each Fiscal Year, the Administrator shall determine the Services Special Tax Requirement for the Fiscal Year, and the Services Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Services Special Tax, or (ii) the Proportionately determined percentage of the Maximum Services Special Tax required to generate the Services Special Tax Requirement, whichever is less.

*2. Facilities Special Tax*

Each Fiscal Year after the Trigger Event, the Administrator shall determine the Facilities Special Tax Requirement for the Fiscal Year, and the Facilities Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Facilities Special Tax, or (ii) the Proportionately determined percentage of the Maximum Facilities Special Tax required to generate the Facilities Special Tax Requirement, whichever is less.

**E. MANNER OF COLLECTION OF SPECIAL TAXES**

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the City may directly bill, collect at a different time or in a different manner, and/or collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied for thirty (30) Fiscal Years, beginning the first Fiscal Year after the Trigger Event has taken place. Under no circumstances may the Facilities Special Tax on a Parcel in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults. The Services Special Tax may be levied and collected in perpetuity.

**F. EXEMPTIONS**

No Special Taxes shall be levied on Public Property or any other Parcels in the CFD that are not Residential Property or Non-Residential Property, as defined herein.

**G. INTERPRETATION OF SPECIAL TAX FORMULA**

The City may interpret, clarify, and/or revise this RMA to correct any inconsistency, vagueness or ambiguity as it relates to the Special Tax rates, the method of apportionment, the classification of properties or any definition applicable to the CFD, by resolution or ordinance. The City, upon the request of an owner of land within the CFD which is not Developed Property, may also amend this RMA in any manner acceptable to the City, by resolution or ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within the CFD, provided such amendment only affects such owner's land.

PROPOSED BOUNDARIES AND FUTURE ANNEXATION AREA OF

# CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2023-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)

SAN JOAQUIN COUNTY, CALIFORNIA

CITY CLERK CERTIFICATES

1. FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LATHROP  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CITY CLERK

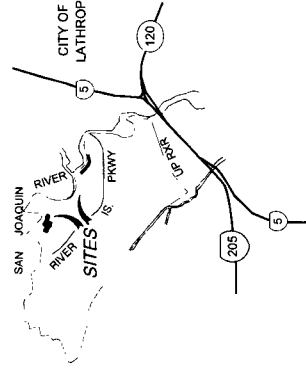
2. I HEREBY CERTIFY THAT THIS MAP WAS APPROVED BY THE CITY OF  
LATHROP CITY COUNCIL AT A MEETING THEREOF, HELD ON THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY ITS RESOLUTION NO. \_\_\_\_\_

CITY CLERK

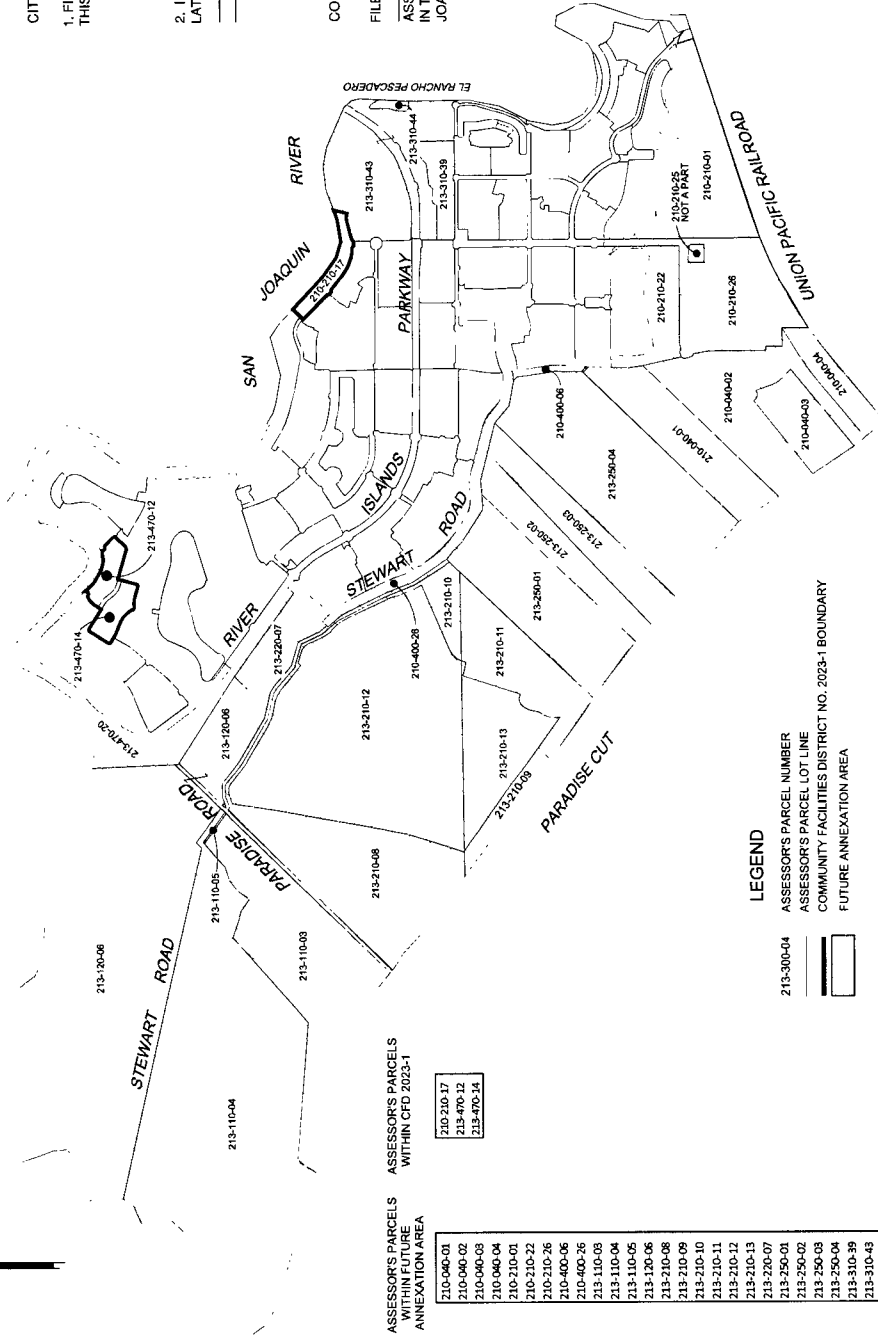
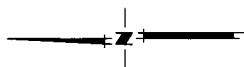
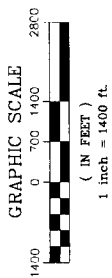
COUNTY RECORDERS CERTIFICATE

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, AT THE HOUR OF \_\_\_\_\_  
O'CLOCK \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF MAPS OF  
ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE \_\_\_\_\_  
IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN  
JOAQUIN, STATE OF CALIFORNIA.

COUNTY RECORDER  
COUNTY OF SAN JOAQUIN,  
STATE OF CALIFORNIA



VICINITY MAP  
N.T.S.



- LEGEND**
- 213-300-04 ASSESSOR'S PARCEL NUMBER
  - ASSESSOR'S PARCEL LOT LINE
  - COMMUNITY FACILITIES DISTRICT NO. 2023-1 BOUNDARY
  - FUTURE ANNEXATION AREA

ASSESSOR'S PARCELS WITHIN FUTURE ANNEXATION AREA

- 210-090-01
- 210-090-02
- 210-090-03
- 210-090-04
- 210-210-01
- 210-210-02
- 210-210-03
- 210-210-04
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- 210-210-100

ASSESSOR'S PARCELS WITHIN CFD 2023-1

- 210-210-17
- 213-470-12
- 213-470-14

## ITEM 5.1

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

**ITEM:** **PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE AMENDING THE SPEED LIMITS IN THE CITY OF LATHROP, TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.08 SPEED LIMITS, SECTION 10.08.030 SPEED LIMITS OF THE LATHROP MUNICIPAL CODE**

**RECOMMENDATION:** **City Council to Consider the Following:**

- 1. Hold a Public Hearing; and**
- 2. Introduction and First Reading of an Ordinance of the City Council of the City of Lathrop Amending Section 10.08.030 "Speed Limits" of the Lathrop Municipal Code**

---

#### **SUMMARY:**

The California Vehicle Code (CVC) Sections 22357 through 22364 and 40800 through 40808 require an Engineering and Traffic Survey (Survey) to establish or update a legally enforceable speed limit on most California roads. Speed limits must be established within one year of acceptance of major City streets, as the current posted speed limit is based on design criteria, not a Survey. On June 2, 2021, City Council approved the funding and creation of Capital Improvement Project (CIP) PS 22-15, Citywide Engineering and Traffic Study.

Staff retained the services of a traffic engineering consultant, Crane Transportation Group (CTG), to conduct the Surveys for the purpose of establishing legally enforceable speed limits on local streets. The proposed amended Ordinance (Attachment A) sets enforceable speed limits for various high-volume streets in River Islands.

Staff requests that City Council hold a public hearing, consider all information and public testimony and, if determined to be appropriate, adopt an Ordinance amending Section 10.08.030 "Speed Limits" of the Lathrop Municipal Code.

#### **BACKGROUND:**

Pursuant to CVC Sections 22357 through 22364 and 40800 through 40808, law enforcement can only enforce speed limits posted on regulatory signs if they are listed identically in City Municipal Code and are based on a valid and current Survey prepared by a California-licensed traffic engineer.

**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING  
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE  
AMENDING THE SPEED LIMITS IN THE CITY OF LATHROP, TITLE 10  
VEHICLES AND TRAFFIC, CHAPTER 10.08 SPEED LIMITS, SECTION 10.08.030**

Speed limit signs currently posted on these segments represent design speed, a calculation conducted to determine an initial speed limit for a road based upon its geometry, number of lanes, surrounding land use and other factors.

As traffic volumes on the subject streets have increased to a level supporting the collection of speed data to determine enforceable speed limits, City staff retained CTG to conduct the Surveys. The proposed amended Ordinance (Attachment A) reflects the findings of the Surveys and could be utilized to set enforceable speed limits for various relatively high-volume streets in River Islands that had yet to be surveyed.

The CVC governs how Surveys are conducted and describes the basis for the proposed speed limits. Data is collected on actual vehicle speed data from at least 100 or more free flowing vehicles per segment in a three-hour period. The traffic engineer then processes the data to determine important parameters such as the 85<sup>th</sup> percentile speed, 10 mile per hour (mph) pace, and percentage of vehicles following the current posted speed limit. The traffic engineer also considers physical and environmental factors of the segment, such as the number of residential driveways, the proximity to schools, sun glare, roadway width, etc.

As required by the CVC, the recommended speed limit is determined by rounding to the nearest 5 mph increment from the 85<sup>th</sup> percentile speed. Based on physical and environmental factors, the traffic engineer has the ability to reduce the recommended speed by 5 mph if the justification for doing so is documented in the Survey.

CVC also states that Surveys are valid for seven years. Therefore, these Surveys will expire on April 1, 2029. Surveys may also be extended by a traffic engineer for seven (7) years depending upon criteria such as significant changes in roadway alignment, traffic volumes, and surrounding land use.

As a function of the Surveys conducted by CTG, proposed speed limits for segments of City streets bounded by associated nodes are summarized in Table 1, below. The complete Surveys for each street are provided as Attachment B.

**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**

**PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE AMENDING THE SPEED LIMITS IN THE CITY OF LATHROP, TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.08 SPEED LIMITS, SECTION 10.08.030**

**TABLE 1 - SUMMARY OF PROPOSED NEW SPEED LIMITS**

<b><u>SEGMENT NAME</u></b>	<b><u>SEGMENT BEGIN</u></b>	<b><u>SEGMENT END</u></b>	<b><u>DESIGN SPEED</u></b>	<b><u>PROPOSED SPEED LIMIT</u></b>
River Islands Pkwy.	SJ River Bridge	Somerston Pkwy.	35	45
River Islands Pkwy.	Somerston Pkwy.	Norbeck St.	40	45
Marina Dr.	River Bend Dr.	Somerston Pkwy.	25	25
Marina Dr.	Somerston Pkwy.	Taft Dr.	25	25
Academy Dr.	River Bend Dr.	Somerston Pkwy.	25	25
Academy Dr.	Somerston Pkwy.	Broadmoor Wy.	25	30
Lakeside Dr.	Stewart Rd.	Vega Roundabout	25	35
Lakeside Dr.	Vega Roundabout	Somerston Pkwy.	25	35
Lakeside Dr.	Somerston Pkwy.	Dell’Osso Dr.	25	35
Dell’Osso Dr.	Mulholland Dr.	River Islands Pkwy.	25	35
Dell’Osso Dr.	River Islands Pkwy.	Lakeside Dr.	35	45
Somerston Pkwy.	Riverfront Dr.	River Islands Pkwy.	NONE	35
Somerston Pkwy.	River Islands Pkwy.	800’ South of Lakeside Dr.	40	45
Commercial St.	Marina Dr.	Academy Dr.	25	30

Signs stating “25 mph when children are present” will be installed for segments within 500 feet of a school with a speed limit greater than 25 mph.

**SPEED LIMITS OF THE LATHROP MUNICIPAL CODE:**

To establish speed limits, LMC 10.08.030 requires a public hearing, introduction and first reading of the proposed ordinance at this City Council meeting, and adoption of the proposed Ordinance at a subsequent Council meeting.

Staff requests that City Council hold a public hearing, consider all information and public testimony and, if determined to be appropriate, adopt an Ordinance amending Section 10.08.030 “Speed Limits” of the Lathrop Municipal Code.

**REASON FOR RECOMMENDATION:**

The requested Ordinance amendment to Section 10.08.030 of the LMC is required by the CVC to establish legally enforceable speed limits.

**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**

**PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE AMENDING THE SPEED LIMITS IN THE CITY OF LATHROP, TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.08 SPEED LIMITS, SECTION 10.08.030**

**FISCAL IMPACT:**

Sufficient funds have been allocated in the adopted FY 22/23 budget to fund the CTG contract and the purchase & installation of the speed limit signage.


**ATTACHMENTS:**

- A. Proposed Ordinance Amendment of the City Council of the City of Lathrop Amending Section 10.08.030 "Speed Limits" of the Lathrop Municipal Code
- B. Engineering & Traffic Speed Survey by Crane Transportation Group

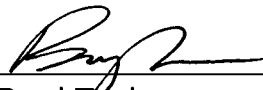


**CITY MANAGER'S REPORT** **PAGE 5**  
**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**  
**PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE**  
**AMENDING THE SPEED LIMITS IN THE CITY OF LATHROP, TITLE 10**  
**VEHICLES AND TRAFFIC, CHAPTER 10.08 SPEED LIMITS, SECTION 10.08.030**


**APPROVALS:**

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

2.28.23  
Date

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

3/2/2023  
Date

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

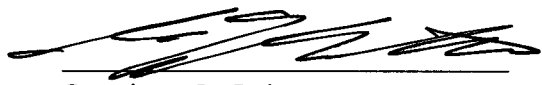
3/2/2023  
Date

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

3.2.2023  
Date

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

3.2.2023  
Date

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

3.7.23  
Date

**ORDINANCE NO. 23-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING THE LATHROP MUNICIPAL CODE TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.08 SPEED LIMITS SECTION 10.08.030 "SPEED LIMITS"**

**WHEREAS**, the California Vehicle Code (CVC) requires that an Engineering and Traffic Survey (Survey) be conducted to establish a legally enforceable prima facie speed limit for a public roadway; and

**WHEREAS**, the City of Lathrop has enacted an ordinance to establish the prima facie speed limits on portions of certain streets within the City; and

**WHEREAS**, Crane Transportation Group (CTG) has conducted Surveys to establish legal speed limits for specific recently constructed streets; and

**WHEREAS**, to update or establish speed limits for the indicated streets, it is necessary to amend Title 10 Vehicles and Traffic, Chapter 10.08 Speed Limits, Section 10.08.030 Speed Limits of the Lathrop Municipal Code; and

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

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

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

**Section 1.**

Section 10.08.030, of the Lathrop Municipal Code, is amended to read in full as follows:

It shall be prima facie unlawful to operate any vehicle at speed in excess of that established as follows:

- A. The speed limit shall be fifty (50) miles per hour on the following street segments:

<b>Street</b>	<b>Limits</b>
Golden Valley Parkway	Lathrop Road to River Islands Parkway
McKinley Avenue	Louise Avenue to Yosemite Avenue

- B. The speed limit shall be forty-five (45) miles per hour on the following street segments:

**Street**

Dell' Osso Drive  
Golden Valley Parkway  
Golden Valley Parkway  
Boulevard  
Harlan Road  
Harlan Road  
Harlan Road  
Harlan Road  
Harlan Road  
Harlan Road  
Howland Road  
Lathrop Road  
Louise Avenue  
Louise Avenue  
Louise Avenue  
Louise Avenue  
Manthey Road  
Manthey Road  
Boulevard  
Manthey Road  
Park  
Manthey Road  
McKinley Avenue  
McKinley Avenue  
McKinley Avenue  
River Islands Parkway  
River Islands Parkway  
Parkway  
River Islands Parkway  
Somerston Parkway  
Drive  
Tesla Drive  
Yosemite Avenue  
Yosemite Avenue

**Limits**

River Islands Parkway to Lakeside Drive  
River Island Parkway to Towne Centre Drive  
Towne Centre Drive to Brookhurst  
  
Roth Road to Slate Street  
Slate Street to Lathrop Road  
Louise Avenue to D'Arcy Parkway  
D'Arcy Parkway to Tesla Drive  
Tesla Drive to End of Road  
Louise Avenue to D'Arcy Parkway  
McKinley Avenue to city limits  
Interstate 5 to Harlan Road  
Harlan Road to Fifth Street  
Fifth Street to McKinley Avenue  
McKinley Avenue to City Limits  
Dos Reis Road to City Limits  
Towne Centre Drive to Brookhurst  
  
Brookhurst Boulevard to Mossdale County  
  
Stewart Road to Interstate 5 Ramps  
Yosemite Avenue to City Limits  
Lathrop Road to Louise Avenue  
Golden Valley Parkway to McKee Boulevard  
San Joaquin River Bridge to Somerston  
  
Somerston Parkway to Norbeck Street  
River Islands Parkway to South of Lakeside  
  
Harlan Road to Christopher Way  
SR 120 to D'Arcy Parkway  
D'Arcy Parkway to City Limit

- C. The speed limit shall be forty (40) miles per hour on the following street segments:

**Street**

D'Arcy Parkway  
D'Arcy Parkway  
Dos Reis Road  
Harlan Road  
Lathrop Road  
Manthey Road  
Manthey Road

**Limits**

Yosemite Avenue to Christopher Way  
Christopher Way to Harlan Road  
Manthey Road to East School Zone  
Lathrop Road to Louise Avenue  
5th Street to McKinley Avenue  
Lathrop Road to Dos Reis Road  
Mossdale County Park to Stewart Road

- D. The speed limit shall be thirty-five (35) miles per hour on the following street segments:

**Street**

Barbara Terry Boulevard  
Barbara Terry Boulevard  
Brookhurst Boulevard  
Brookhurst Boulevard  
Brookhurst Boulevard  
Dell'Osso Drive  
Christopher Way  
Dos Reis Road  
Dos Reis Road  
Golden Spike Trail  
Boulevard  
Lakeside Drive  
Lakeside Drive  
Parkway  
Lakeside Drive  
Lathrop Road  
Lathrop Road  
McKee Boulevard  
Drive  
McKee Boulevard  
McKee Boulevard  
McKee Boulevard  
Boulevard  
Murphy Parkway  
Murphy Parkway  
River Islands Parkway  
River Islands Parkway  
bridge Roth Road  
Seventh Street  
Somerston Parkway

**Limits**

Spartan Way to McKee Boulevard  
McKee Boulevard to Adobe Way  
Manthey Road to Golden Valley Parkway  
Golden Valley Parkway to McKee Boulevard  
McKee Boulevard to Golden Spike Trail  
Mulholland Drive to River Islands Parkway  
D'Arcy Parkway to End of Road  
East School Zone to West School Zone  
West School Zone to Dos Reis Park  
Towne Centre Drive to Brookhurst  
  
Stewart Road to Vega Park Roundabout  
Vega Park Roundabout to Somerston  
  
Somerston Parkway to Dell'Osso Drive  
Interstate 5 to Rev Maurice Cotton Drive  
Rev Maurice Cotton Drive to Fifth Street  
Brookhurst Boulevard to Towne Centre  
  
Towne Centre Drive to Johnson Ferry  
Johnson Ferry to River Islands Parkway  
River Islands Parkway to Barbara Terry  
  
Tesla Drive to D'Arcy Parkway  
D'Arcy Parkway to End of Road  
Interstate 5 to Golden Valley Parkway  
McKee Boulevard to San Joaquin River  
Interstate 5 to East City Limits  
J Street to Thomsen Road  
Riverfront Drive to River Islands Parkway

- E. The speed limit shall be thirty (30) miles per hour on the following street segments:

**Street**

Academy Drive  
Commerical Street  
Inland Passage Way  
Slate Street  
Slate Street  
Opal Street  
Opal Street  
Sadler Oak Drive  
Johnson Ferry Road  
Stonebridge Lane

**Limits**

Somerston Parkway to Broadmoor Way  
Marina Drive to Academy Drive  
Sadler Oak Drive to Open Range Avenue  
Harlan Road to Deerwood Way  
Deerwood Way to Stonebridge Lane  
Stonebridge Lane to Deerwood Way  
Deerwood Way to Slate Street  
Manthey Road to Inland Passage Way  
Colonial Trail to Golden Spike Trail  
Harlan Road to Slate Street

- F. The speed limit shall be twenty-five (25) miles per hour on the following street segments:

<b>Street</b>	<b>Limits</b>
<u>Academy Drive</u>	<u>River Bend Drive to Somerson Parkway</u>
Cambridge Drive	Lathrop Road to Louise Avenue
Fifth Street	K Street to O Street
J Street	Harlan Road to Fifth Street
Lathrop Road	Interstate 5 to Golden Valley Parkway
<u>Marina Drive</u>	<u>River Bend Drive to Somerston Parkway</u>
<u>Marina Drive</u>	<u>Somerston Parkway to Taft Drive</u>
O Street	Harlan Road to Seventh Street
Spartan Way	Golden Valley Parkway to Generations
Center	
Spartan Way	Generations Center to Lathrop High School
Spartan Way	Lathrop High School to Stanford Crossing
Spartan Way	Stanford Crossing to Barbara Terry
Boulevard	
Stewart Road	Manthey Road to South River Bend
Thomsen Road	Harlan Road to Grayson Road
Thomsen Road	Grayson Road to Halmar Lane
Thomsen Road	Halmar Lane to Seventh Street
Towne Centre Drive	Golden Valley Parkway to McKee
Boulevard	
Towne Centre Drive	McKee Boulevard to Village Avenue

- G. The following list of two hundred thirty-seven (237) roadway segments that meet the requirements defined in section 40802(b) of the CVC for a local street are not subject to the requirement for an Engineering and Traffic Survey. These local / residential streets shall have a recommended prima facie speed limit of 25 mph that can be enforced with radar, exempt from speed trap laws related to Engineering and Traffic Survey requirements:

H.

Admiral Way	Brookhurst Boulevard	Dry Creek Place
Adobe Way	Brookwood Way	Eagle Lane
Almond Orchard Way	Calcite Avenue	Easy Street
American Farms Avenue	Cambridge Drive	Emerald Bay Court
Americana Way	Camelback Street	Emory Oak Place
Andover Way	Camish Place	Englewood Way
Apple Grove Avenue	Cannella Drive	English Country Trail
Applewood Way	Carleta Place	Eton Way
Argillite Avenue	Carnaby Road	Evergreen Avenue
Aries Place	Carnelian Avenue	Exeter Court
Arkose Street	Cedar Valley Drive	Fairview Way
Aspenwood Avenue	Cedarbrook Way	Ferndale Street

August Drive  
Autumn Rain Drive  
Autumnwood Avenue  
Avon Avenue  
Aztec Land  
Back Bay Drive  
Baywood Way  
Bella Place  
Bellchase Road  
Berkshire Court  
Bizzibe Street  
Blackwood Avenue  
Bloom Way  
Blue Sky Drive  
Boulder Avenue  
Bramblewood Avenue  
Brewer Street  
Brookfield Avenue

Chandra Way  
Channel Drive  
Charmaine Court  
Christie Falls Way  
Claim Stake Avenue  
Cloudy Bay  
Cobble Creek Way  
Cold Springs Street  
Colonial Trail  
Covered Bridge Way  
Craftsman Drive  
Crescent Moon Drive  
Crescent Park Circle  
Daffodil Hill Street  
Dalton Court  
Danbury Place  
Derby Lane  
Dolomite Street

Ferry Launch Avenue  
Finchwood Drive  
Flagstone Street  
Fleurette Lane  
Flint Avenue  
Forestwood Way  
Forty Niner Trail  
Four Corners Court  
G Street  
Gaar Avenue  
Gail Drive  
Galena Street  
Garden Glade Street  
Gardner Place  
Garmetta Way  
Gold Nugget Trail  
Golden Spike Trail  
Goldstone Street

Granite Avenue  
Grapevine Place  
Grayson Road  
Green Plaza  
Greengate Place  
Gypsum Way  
H Street  
Halmar Lane  
Havenwood Avenue  
Historic Avenue  
Homestead Avenue  
Honey Place  
Hornfels Avenue  
I Street  
Independence Avenue  
Iron Horse Trail  
J Street  
Janice Place  
Jasper Street  
Johnson Ferry Road  
Jonquil Drive  
Julie Lane  
K Street

Maxwell Lane  
Meteorite Street  
Milestone Drive  
Mill Stone Way  
Millpond Avenue  
Mingo Way  
Mossy Point Way  
N Street  
Navigator Drive  
New England Avenue  
New Well Avenue  
Noel Lane  
Obsidian Street  
Old Glory Way  
Old Wharf Place  
Olivine Avenue  
Onyx Avenue  
Open Range Avenue  
Ore Claim Trail  
Orlando Lane  
Osage Place  
Parkhaven Street  
Parkside Drive

Rail Way  
Red Barn Place  
Redstone Street  
Reiger Drive  
Renaissance Avenue  
Reverend Maurice Cotton Drive  
River Bend Drive  
Riverboat Drive  
Riverdale Street  
Rocky Harbor Road  
Rosebriar Place  
Rosewood Street  
Ryhiner Lane  
Saguaro Lane  
Samoa Lane  
Sand Bar Way  
Schumard Oak Road  
Scrub Oak Drive  
Sedona Lane  
Settler Trail  
Shadowberry Place  
Shady Mill Way  
Shady Shores Drive

Kirkwood Way	Pasture Avenue	Shadywood Avenue
L Street	Patricia Place	Sheltered Cove
Landmark Point	Patriot Way	Shilling Avenue
Late Harvest Place	Pecan Hollow Way	Showlow Lane
Lazy Ridge Avenue	Pennant Avenue	Sierra Gold Trail
Leather Oak Road	Pheasant Downs Road	Siltstone Avenue
Libby Lane	Pine Valley Drive	Silver Creek Drive
Liberty Point	Pinewood Drive	Sixth Street
Limestone Avenue	Pioneer Avenue	South Lagoon Way
Lisa Lane	Pipestone Street	Southport Street
Loganberry Way	Platinum Avenue	Spar Street
Long Barn Drive	Pony Express Way	St. Andrew Street
Lottie Way	Poppy Drive	Stage Coach Drive
Magnetite Avenue	Prairie Dunes Drive	Stone Cellar Way
Maharaja Drive	Princeville Street	Strawberry Glen Street
Mariners Drive	Quartz Way	Sugar Pine Drive
Matador Way	Queirolo Road	Sunflower Drive
Sunrise Place	Trestle Point	Water Mills Street
Suzie Q Lane	Tulip Tree Way	Water Way
Talc Street	Tumbleweed Lane	Waterman Avenue
Thomsen Road	Upstream Drive	Wheat Field Street
Tidewater Point	Victorian Trail	Wild Oak Drive
Toro Lane	Village Avenue	Williamstowne
Town Square	W Nut Tree Court	Woodfield Drive
Tracywood Avenue	Warfield Road	Wynona Way
Travertine Avenue	Warren Avenue	Zalman Lane

## **Section 2.**

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

## **Section 3. Severability**

If any provisions of this Ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not effect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the validity of any particular portions thereof.

**Section 4. Effective Date**

This Ordinance shall take legal effect and be in force thirty (30) days from and after the date of its passage.

**Section 5. Publication**

Within fifteen (15) days after its final passage, the City Clerk shall cause a copy of this Ordinance to be published in full accordance with Section 36933 of the Government Code.



**THIS ORDINANCE** was introduced at a regular meeting of the City Council of the City of Lathrop on the 13<sup>th</sup> day of March 2023, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2023 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

# ***CRANE TRANSPORTATION GROUP***

## **CITY OF LATHROP**

### **ENGINEERING AND TRAFFIC SPEED SURVEY ROADWAY SEGMENTS**

1. 1A E-W River Islands Parkway: Norbeck to Somerston Parkway
2. 1B E-W River Islands Parkway: Somerston Parkway to San Joaquin River Bridge
3. 2A E-W Marina Drive: Taft Drive to Somerston Parkway
4. 2B E-W Marina Drive: Somerston Parkway to River Bend Drive
5. 3A E-W Academy Drive: Broadmoor Way to Somerston Parkway
6. 3B E-W Academy Drive: Somerston Parkway to River Bend Drive
7. 4A E-W Lakeside Drive: Dell'Osso Drive to Somerston Parkway
8. 4B E-W Lakeside Drive: Somerston Parkway to Michael Vega Park Roundabout
9. 4C E-W Lakeside Drive: Michael Vega Park Roundabout to Stewart Road
10. 5A N-S Dell'Osso Drive: Mulholland Drive to River Islands Parkway
11. 5B N-S Dell'Osso Drive: River Islands Parkway to Lakeside Drive
12. 6A N-S Somerston Parkway: Riverfront Drive to River Islands Parkway
13. 6B N-S Somerston Parkway: River Islands Parkway to South of Lakeside Drive
14. 7A N-S Commercial Street: Marina Drive to Academy Drive

# CITY OF LATHROP ENGINEERING & TRAFFIC SPEED SURVEY

Street Name: **RIVER ISLANDS PARKWAY**

Limits: **Norbeck - Somerston Parkway**

Map Location: **1A**

Direction: **Eastbound-Westbound**

Number of Lanes = 4 (Divided with landscaped median)

Posted Speed Limit = 40

Transit Facilities = None

**BICYCLE AND PEDESTRIAN FACILITIES:**

- Sidewalks - North & South sides
- Bike Lanes (Class II striped and signed - North and South sides)

**DESCRIPTION OF SURROUNDING AREA:**

- South Side: Single-Family-Residential (no fronting units) + Lake
- North Side: Single & Multi-Family-Residential (no fronting units)

**PARKING ACCOMMODATIONS:**

- No on-street parking North or South sides

**INTERSECTION FACILITIES:**

- Side Street: Stop-sign-controlled at Bosch Avenue, Oberlin Avenue, and Imperial Drive
- All-way-stops at Dell'Osso Drive and Somerston Parkway

**COMMUNITY FACILITIES:**

- None

**ACCIDENT HISTORY (2018 – 2021)**

- No speed-related accidents

**CURRENT SPEED DATA:**

**EASTBOUND – WESTBOUND**

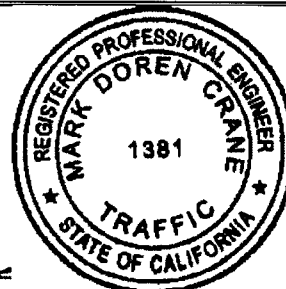
50 <sup>TH</sup> Percentile	41 mph
85 <sup>TH</sup> Percentile	46 mph
10 mph Pace	36-45 mph
Percent in Pace	71%
Percent Below Pace	13%
Percent Above Pace	16%
Percent complying with speed limit:	46%

**RECOMMENDED SPEED LIMIT: 45 MILES PER HOUR (MPH)**

Justification:

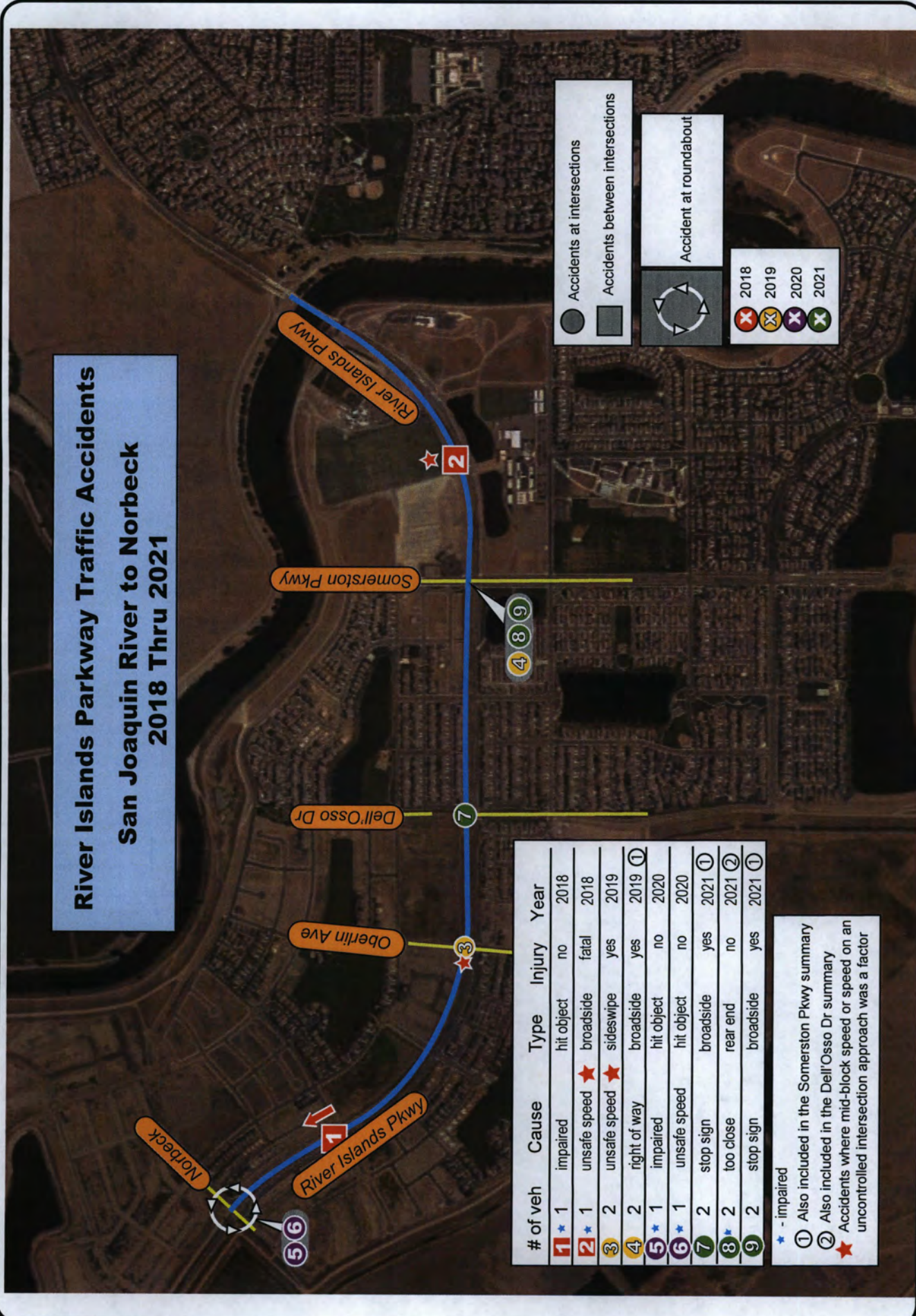


Mark D. Crane, PE  
Registered Traffic Engineer  
Crane Transportation Group



Exp. 12/31/23

# River Islands Parkway Traffic Accidents San Joaquin River to Norbeck 2018 Thru 2021



# of veh	Cause	Type	Injury	Year
1*	impaired	hit object	no	2018
2*	unsafe speed	broadside	fatal	2018
3	unsafe speed	sideswipe	yes	2019
4	right of way	broadside	yes	2019 ①
5*	impaired	hit object	no	2020
6*	unsafe speed	hit object	no	2020
7	stop sign	broadside	yes	2021 ①
8*	too close	rear end	no	2021 ②
9	stop sign	broadside	yes	2021 ①

\* - impaired  
 ① Also included in the Somerston Pkwy summary  
 ② Also included in the Dell'Oso Dr summary  
 ★ Accidents where mid-block speed or speed on an uncontrolled intersection approach was a factor

**Figure 1A**  
**River Islands Parkway Traffic Accidents**  
**Years 2018 through 2021**

# IDAX RADAR SAMPLE SPEED SURVEY

**ROADWAY SURVEYED:** River Islands Pkwy  
**SURVEY LIMITS:** Norbeck to Somerston Pkwy  
**SURVEY DATE:** Thursday, May 12, 2022  
**ROAD CONDITION:** New  
**SURVEY START TIME:** 11:00:00AM  
**SURVEY END TIME:** 12:35:00PM  
**STREET CLASSIFICATION:** Arterial  
**POSTED SPEED:** 40 MPH  
**DIRECTION OF TRAFFIC:** EB WB

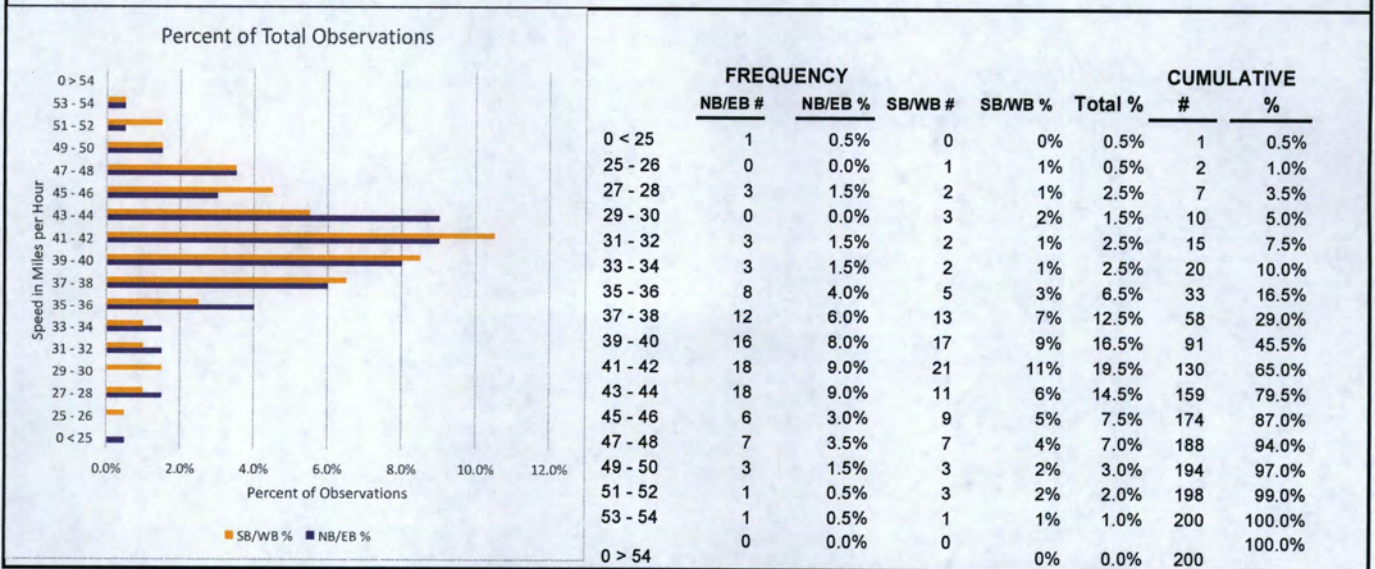
**LOCATION:** 2  
**COLLECTOR:** Jonathan  
**WEATHER:** Sunny  
**# OF LANES:** 4

<b>CRITICAL SPEED (85TH PERCENTILE)</b>  <b>46 MPH</b>	<b>50TH PERCENTILE</b>  <b>41 MPH</b>	<b>15TH PERCENTILE</b>  <b>36 MPH</b>	<b>PACE SPEED</b>  <b>36 MPH</b> Below Pace 13.0%	<b>TO</b>  <b>In Pace</b> 71.0%	<b>45 MPH</b> Above Pace 16.0%
<b>PRIMA FACIE SPEED LIMIT</b> <b>25 MPH</b> 0.5% COMPLYING	<b>EXISTING SPEED LIMIT</b> <b>40 MPH</b> 45.5% COMPLYING				
<b>DIRECTION OF COLLECTION</b> #Entries 200 NB/EB 100 50.0% SB/WB 100 50.0%					

UNUSUAL CONDITIONS: NONE

RECOMMENDED SPEED LIMIT: TBD MPH

SPEED ZONE LIMITS: 40 MPH



# CITY OF LATHROP ENGINEERING & TRAFFIC SPEED SURVEY

Street Name: RIVER ISLANDS PARKWAY

Limits: Somerston Parkway - San Joaquin River Bridge

Map Location: 1B

Direction: Eastbound-Westbound

Number of Lanes = 2

Posted Speed Limit = 35

Transit Facilities = None

**BICYCLE AND PEDESTRIAN FACILITIES:**

**DESCRIPTION OF SURROUNDING AREA:**

Sidewalk - South side only • South Side: Lake and undeveloped

- Bike Lane (Class II striped and signed - South side only)

- North Side: Athletic fields (parking access and undeveloped)

**PARKING ACCOMMODATIONS:**

**INTERSECTION FACILITIES:**

- No on-street parking North or South sides

- Side Street: Stop-sign-controlled at athletic field access
- All-way-stop at Somerston Parkway

**COMMUNITY FACILITIES:**

- On North side - Athletic fields (Islanders baseball field and River Islands Riptide football and soccer fields)

**ACCIDENT HISTORY (2018 – 2021)**

- One speed-related accident


**CURRENT SPEED DATA:**

**EASTBOUND – WESTBOUND**

50 <sup>TH</sup> Percentile	37 mph
85 <sup>TH</sup> Percentile	43 mph
10 mph Pace	32-41 mph
Percent in Pace	69%
Percent Below Pace	8%
Percent Above Pace	23%
Percent complying with speed limit:	37%

**RECOMMENDED SPEED LIMIT: 45 MILES PER HOUR (MPH)**

Justification:

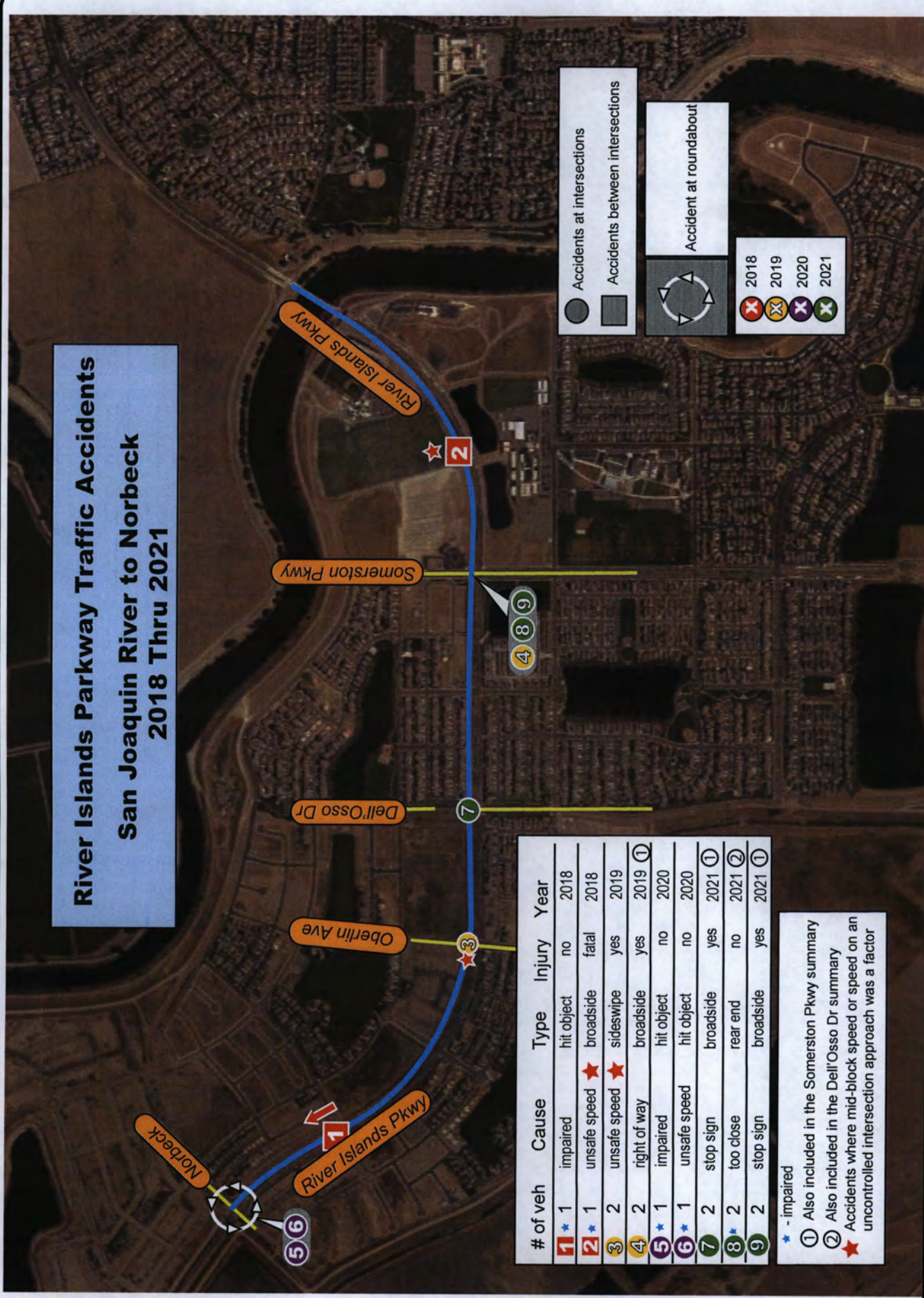


Mark D. Crane, PE  
Registered Traffic Engineer  
Crane Transportation Group



Exp. 12/31/23

# River Islands Parkway Traffic Accidents San Joaquin River to Norbeck 2018 Thru 2021



# of veh	Cause	Type	Injury	Year
1	1 impaired	hit object	no	2018
2	1 unsafe speed	broadside	fatal	2018
3	2 unsafe speed	sideswipe	yes	2019
4	2 right of way	broadside	yes	2019 ①
5	1 impaired	hit object	no	2020
6	1 unsafe speed	hit object	no	2020
7	2 stop sign	broadside	yes	2021 ①
8	2 too close	rear end	no	2021 ②
9	2 stop sign	broadside	yes	2021 ①

\* - impaired  
 ① Also included in the Somerston Pkwy summary  
 ② Also included in the Dell'Oso Dr summary  
 ★ Accidents where mid-block speed or speed on an uncontrolled intersection approach was a factor

**Figure 1B**  
**River Islands Parkway Traffic Accidents**  
**Years 2018 through 2021**

# IDAX RADAR SAMPLE SPEED SURVEY

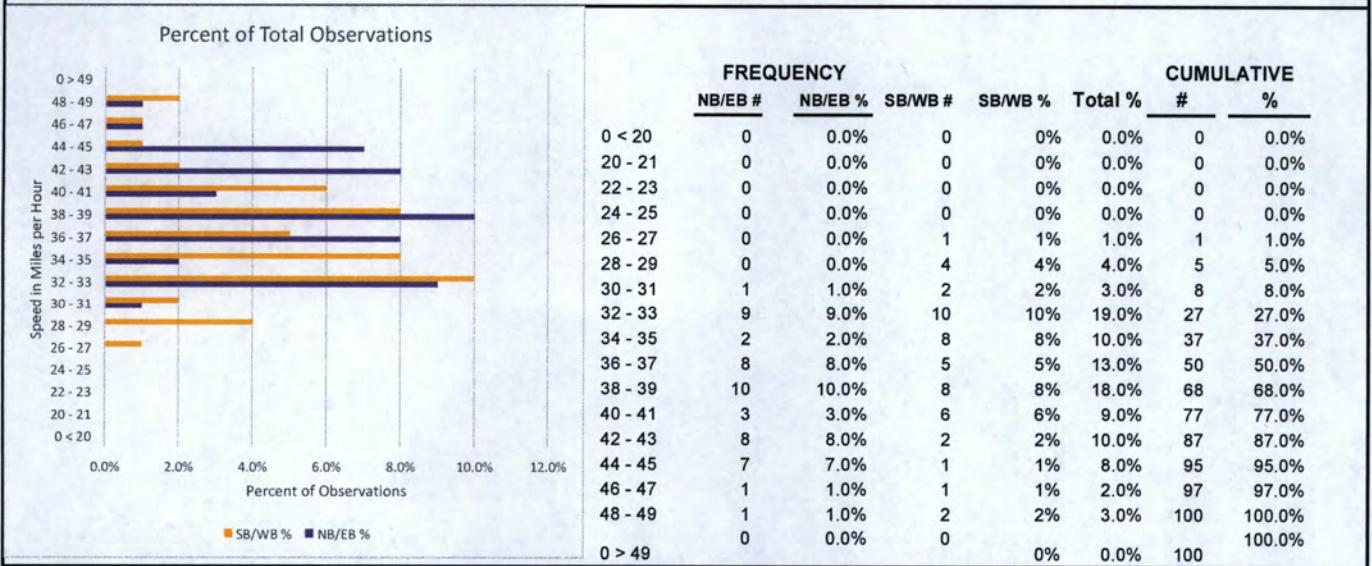
<b>ROADWAY SURVEYED:</b>	River Islands Pkwy	LOCATION:	5
<b>SURVEY LIMITS:</b>	Between Somerston Pkwy & San Joaquin River Bridge	COLLECTOR:	Jonathan
<b>SURVEY DATE:</b>	Thursday, April 28, 2022	WEATHER:	Sunny
<b>ROAD CONDITION:</b>	Fair	# OF LANES:	2
<b>SURVEY START TIME:</b>	2:00:00PM		
<b>SURVEY END TIME:</b>	2:45:00PM		
<b>STREET CLASSIFICATION:</b>	Arterial		
<b>POSTED SPEED:</b>	35 MPH		
<b>DIRECTION OF TRAFFIC:</b>	EB WB		

<b>CRITICAL SPEED (85TH PERCENTILE)</b>  <b>43 MPH</b>	<b>50TH PERCENTILE</b>  <b>37 MPH</b>	<b>15TH PERCENTILE</b>  <b>32 MPH</b>	<b>PACE SPEED</b>  <b>32 MPH</b> <b>TO</b> <b>41 MPH</b> Below Pace      In Pace      Above Pace 8.0%              69.0%              23.0%
<b>PRIMA FACIE SPEED LIMIT</b> <b>25 MPH</b> 0.0% COMPLYING	<b>EXISTING SPEED LIMIT</b> <b>35 MPH</b> 37.0% COMPLYING		
<b>DIRECTION OF COLLECTION</b> #Entries    100 NB/EB      50      50.0% SB/WB      50      50.0%			

UNUSUAL CONDITIONS: NONE

RECOMMENDED SPEED LIMIT: TBD MPH

SPEED ZONE LIMITS: 35 MPH





# CITY OF LATHROP ENGINEERING & TRAFFIC SPEED SURVEY

Street Name: **MARINA DRIVE**

Limits: **Taft Drive to Somerston Parkway**

Map Location: **2A**

Direction: **Eastbound-Westbound**

Number of Lanes = 2

Posted Speed Limit = 25

Transit Facilities = None

## **BICYCLE AND PEDESTRIAN FACILITIES:**

- Sidewalks - North & South sides
- Bike Facilities - Signed bike route

## **DESCRIPTION OF SURROUNDING AREA:**

- South Side: Single-Family-Residential (fronting units West - no fronting units East ) + Lake
- North Side: Single-Family-Residential West end and Central (mix of fronting and no fronting units) + Multi-Family-Residential (no fronting units) and Lake to the East

## **PARKING ACCOMMODATIONS:**

- On-street parking - North side only

## **INTERSECTION FACILITIES:**

- Side Street: Stop-sign-controlled at all minor intersections
- Roundabouts at Oberlin Avenue and Imperial Drive  
+ all-way-stops at Dell'Osso Drive and Somerston Parkway

## **COMMUNITY FACILITIES:**

- None

## **ACCIDENT HISTORY (2018 – 2021)**

- One speed-related accident near Oberlin Avenue intersection

## **CURRENT SPEED DATA:**

### **EASTBOUND - WESTBOUND**

50 <sup>TH</sup> Percentile	27 mph
85 <sup>TH</sup> Percentile	30 mph
10 mph Pace	22-31 mph
Percent in Pace	72%
Percent Below Pace	19%
Percent Above Pace	9%
Percent complying with speed limit:	40%

## **RECOMMENDED SPEED LIMIT: 25 MILES PER HOUR (MPH)**

Justification:

Per CVC 627(c)(1)(C), this segment has Residential Density.



Mark D. Crane, PE  
Registered Traffic Engineer  
Crane Transportation Group



Exp. 12/31/23

# Marina Drive Traffic Accidents Oberlin Ave to River Bend Dr 2018 Thru 2021

# of veh	Cause	Type	Injury	Year
1	starting/backing	broadside	no	2018 ①
2*	unknown	hit object	yes	2019
3	stop sign/signal	head on	yes	2021 ①
4*	unsafe speed	sideswipe parked car	no	2021 ①

\* - drugs or alcohol involved  
 ① Also included in the Somerston Pkwy summary  
 ★ Accidents where mid-block speed or speed on an uncontrolled intersection approach was a factor

- Accidents at intersections
- Accidents between intersections
- ⬢ Accident at or approach to roundabout

2018	2019	2020	2021
X	X	X	X

River Bend Dr 2

Somerston Pkwy

Marina Dr

Oberlin Ave

1 3

4

Figure 2A  
Marina Drive Traffic Accidents  
Years 2018 through 2021

# IDAX RADAR SAMPLE SPEED SURVEY

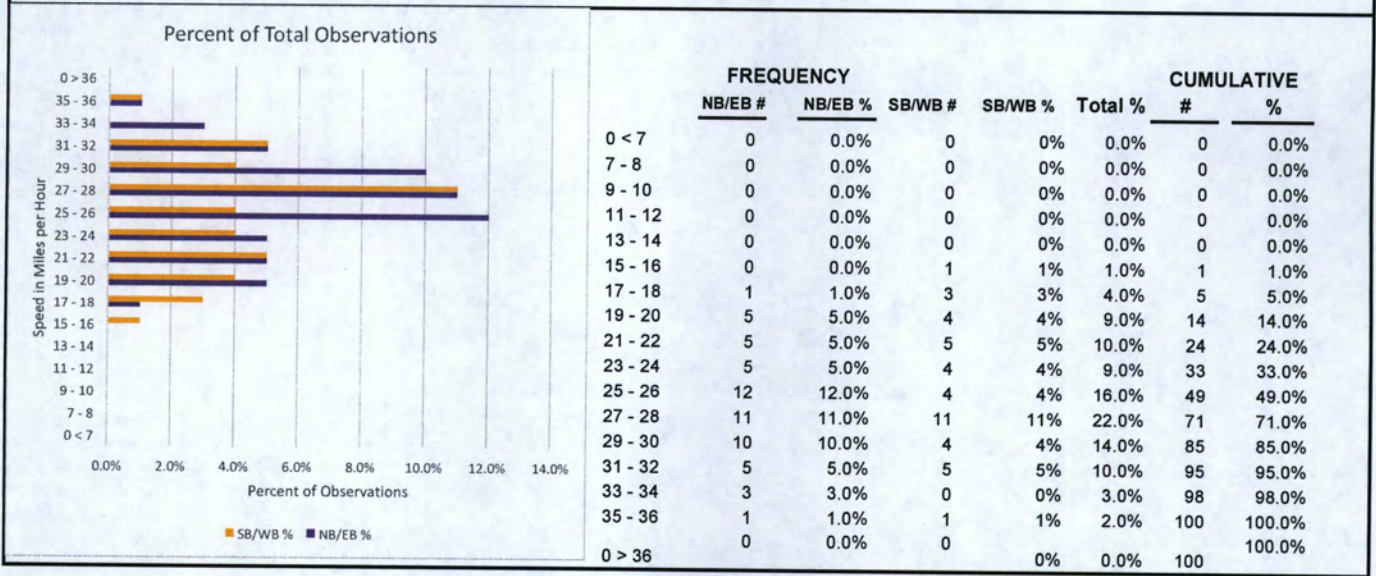
<b>ROADWAY SURVEYED:</b>	Marina Dr	<b>LOCATION:</b>	7
<b>SURVEY LIMITS:</b>	Between Somerston Pkwy & Taft Dr	<b>COLLECTOR:</b>	Jonathan
<b>SURVEY DATE:</b>	Thursday, May 5, 2022	<b>WEATHER:</b>	Sunny
<b>ROAD CONDITION:</b>	New	<b># OF LANES:</b>	2
<b>SURVEY START TIME:</b>	9:45:00AM		
<b>SURVEY END TIME:</b>	11:45:00AM		
<b>STREET CLASSIFICATION:</b>	Residential		
<b>POSTED SPEED:</b>	25 MPH		
<b>DIRECTION OF TRAFFIC:</b>	EB WB		

<b>CRITICAL SPEED (85TH PERCENTILE)</b>	<b>50TH PERCENTILE</b>	<b>15TH PERCENTILE</b>	<b>PACE SPEED</b>
<b>30 MPH</b>	<b>27 MPH</b>	<b>21 MPH</b>	<b>22 MPH TO 31 MPH</b>
			Below Pace 19.0%    In Pace 72.0%    Above Pace 9.0%
<b>PRIMA FACIE SPEED LIMIT</b>	<b>EXISTING SPEED LIMIT</b>		
<b>25 MPH</b>	<b>25 MPH</b>		
40.0% COMPLYING	40.0% COMPLYING		
<b>DIRECTION OF COLLECTION</b>			
#Entries 100			
NB/EB 58 58.0%			
SB/WB 42 42.0%			

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **25 MPH**



# CITY OF LATHROP ENGINEERING & TRAFFIC SPEED SURVEY

Street Name: **MARINA DRIVE**  
Map Location: **2B**  
Direction: **Eastbound-Westbound**

Limits: **Somerston Parkway - River Bend Drive**

Number of Lanes = 2  
Posted Speed Limit = 25  
Transit Facilities = None

### **BICYCLE AND PEDESTRIAN FACILITIES:**

- Sidewalks - North & South sides
- Bike Facilities - Signed bike route

### **DESCRIPTION OF SURROUNDING AREA:**

- South Side: Steam Academy campus and undeveloped West of Commercial Street + Single-Family-Residential (no fronting units) between Commercial and River Bend Drive
- North Side: River Islands Technology Academy campus + undeveloped East end

### **PARKING ACCOMMODATIONS:**

- No on-street parking North or South sides

### **INTERSECTION FACILITIES:**

- Stop-sign-controlled side street and parking lot driveway connections
- All-way-stops at Somerston Parkway and Commercial Street + Roundabout at River Bend Drive

### **COMMUNITY FACILITIES:**

- River Islands Technology Academy campus - North side
- Steam Academy campus - South side

### **ACCIDENT HISTORY (2018 – 2021)**

- No speed-related accidents

### **CURRENT SPEED DATA:**

#### **EASTBOUND – WESTBOUND**

50 <sup>TH</sup> Percentile	23 mph
85 <sup>TH</sup> Percentile	27 mph
10 mph Pace	18-27 mph
Percent in Pace	79%
Percent Below Pace	7%
Percent Above Pace	14%
Percent complying with speed limit:	71%

### **RECOMMENDED SPEED LIMIT: 25 MILES PER HOUR (MPH)**

Justification:

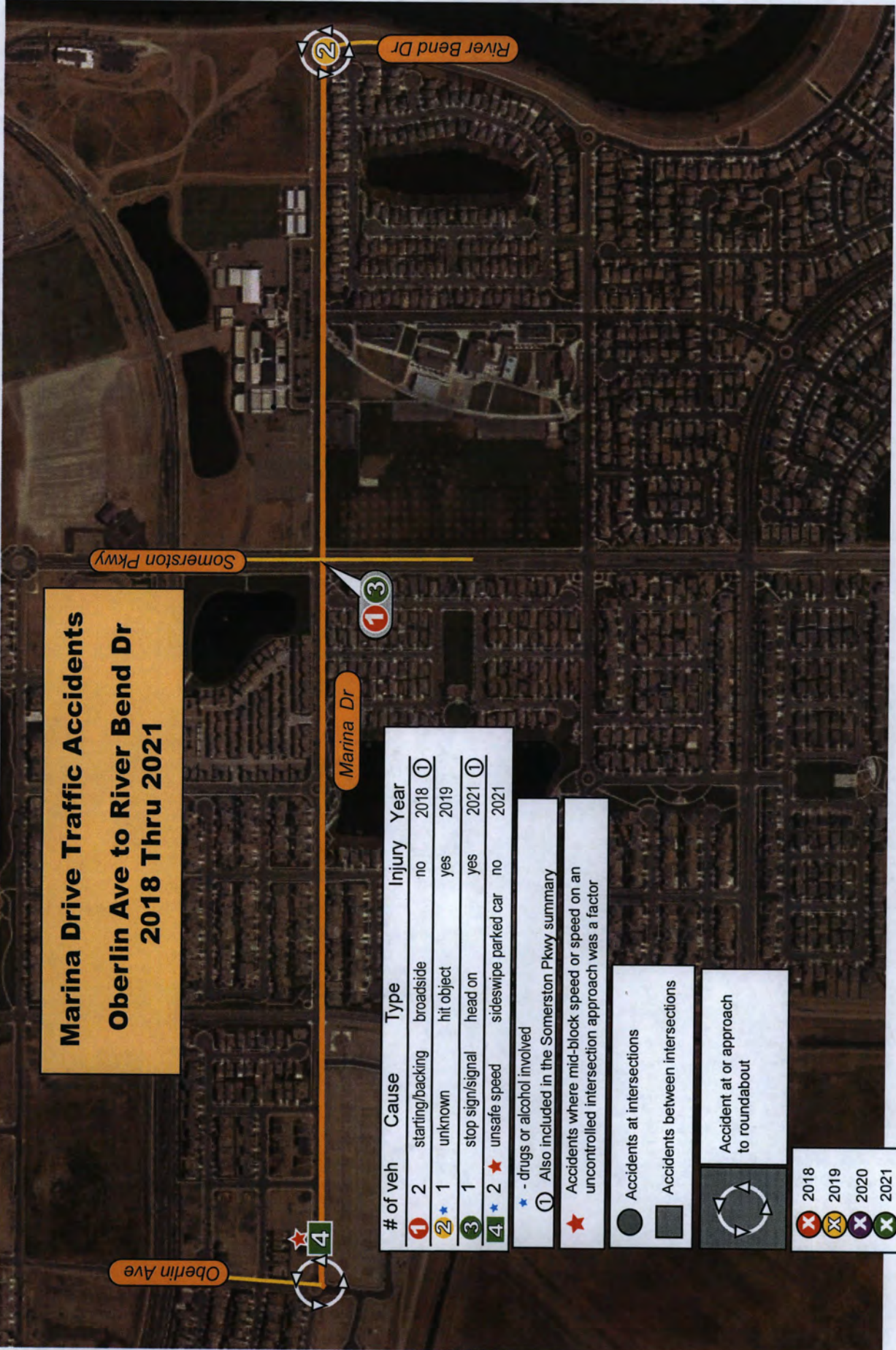


Mark D. Crane, PE  
Registered Traffic Engineer  
Crane Transportation Group



Exp. 12/31/23

## Marina Drive Traffic Accidents Oberlin Ave to River Bend Dr 2018 Thru 2021



# of veh	Cause	Type	Injury	Year
1	starting/backing	broadside	no	2018
2*	unknown	hit object	yes	2019
3	stop sign/signal	head on	yes	2021
4*	unsafe speed	sideswipe parked car	no	2021

- \* - drugs or alcohol involved
- ① Also included in the Somerston Pkwy summary
- ★ Accidents where mid-block speed or speed on an uncontrolled intersection approach was a factor
- Accidents at intersections
- Accidents between intersections
- ⦿ Accident at or approach to roundabout

2018	2019	2020	2021
✗	✗	✗	✗

**Figure 2B**  
**Marina Drive Traffic Accidents**  
**Years 2018 through 2021**

# IDAX RADAR SAMPLE SPEED SURVEY

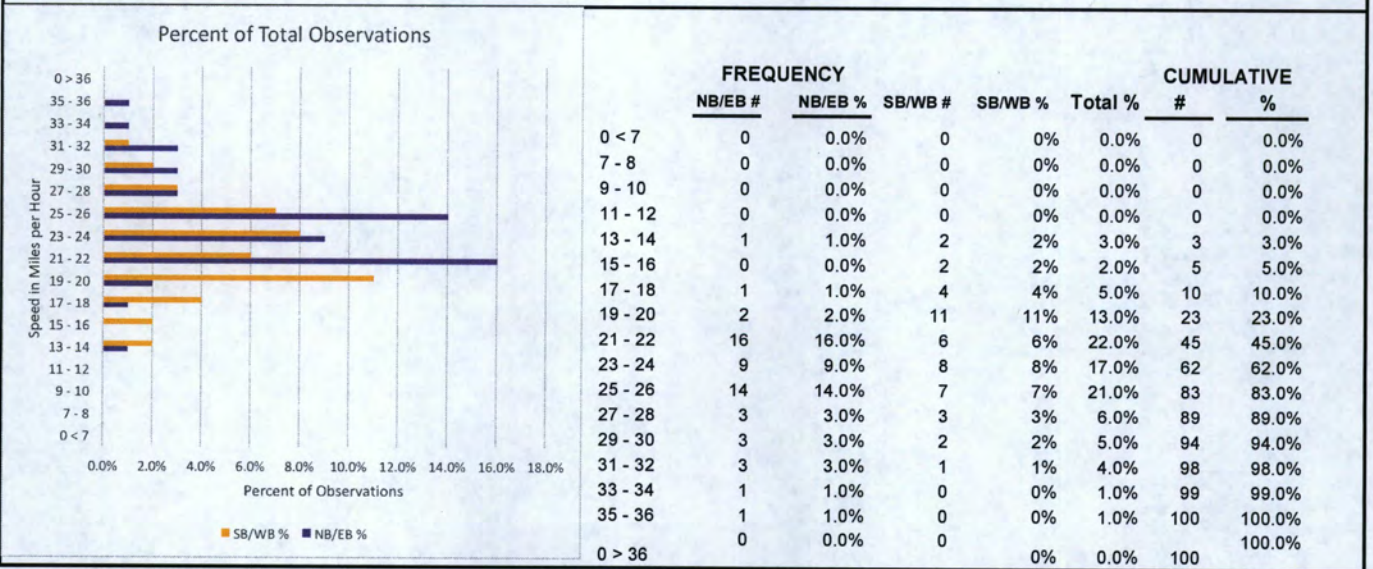
<b>ROADWAY SURVEYED:</b> Marina Dr	<b>LOCATION:</b> 8
<b>SURVEY LIMITS:</b> Between Somerston Pkwy & River Bend Dr.	<b>COLLECTOR:</b> Jonathan
<b>SURVEY DATE:</b> Thursday, April 28, 2022	<b>WEATHER:</b> Sunny
<b>ROAD CONDITION:</b> New	<b># OF LANES:</b> 2
<b>SURVEY START TIME:</b> 3:00:00PM	
<b>SURVEY END TIME:</b> 4:30:00PM	
<b>STREET CLASSIFICATION:</b> Residential	
<b>POSTED SPEED:</b> 25 MPH	
<b>DIRECTION OF TRAFFIC:</b> EB WB	

<b>CRITICAL SPEED (85TH PERCENTILE)</b>  <b>27 MPH</b>	<b>50TH PERCENTILE</b>  <b>23 MPH</b>	<b>15TH PERCENTILE</b>  <b>19 MPH</b>	<b>PACE SPEED</b>  <b>18 MPH TO 27 MPH</b> Below Pace In Pace Above Pace 7.0% 79.0% 14.0%												
<b>PRIMA FACIE SPEED LIMIT</b> <b>25 MPH</b> 71.0% COMPLYING	<b>EXISTING SPEED LIMIT</b> <b>25 MPH</b> 71.0% COMPLYING														
<b>DIRECTION OF COLLECTION</b>															
<table border="0" style="width: 100%;"> <tr> <td>#Entries</td> <td>100</td> <td></td> <td></td> </tr> <tr> <td>NB/EB</td> <td>54</td> <td>54.0%</td> <td></td> </tr> <tr> <td>SB/WB</td> <td>46</td> <td>46.0%</td> <td></td> </tr> </table>				#Entries	100			NB/EB	54	54.0%		SB/WB	46	46.0%	
#Entries	100														
NB/EB	54	54.0%													
SB/WB	46	46.0%													

UNUSUAL CONDITIONS: NONE

RECOMMENDED SPEED LIMIT: TBD MPH

SPEED ZONE LIMITS: 25 MPH



# CITY OF LATHROP ENGINEERING & TRAFFIC SPEED SURVEY

Street Name: **ACADEMY DRIVE**  
Map Location: **3A**  
Direction: **Eastbound-Westbound**

Limits: **Broadmoor Way to Somerston Parkway**

Number of Lanes = 2  
Posted Speed Limit = 25  
Transit Facilities = None

**BICYCLE AND PEDESTRIAN FACILITIES:**

- Sidewalks - North & South sides
- Bike Facilities - None

**DESCRIPTION OF SURROUNDING AREA:**

- South Side: Single-Family-Residential (no fronting units)
- North Side: Single-Family-Residential (no fronting units) + Crystal Cove Park

**PARKING ACCOMMODATIONS:**

- On-street parking - North side only

**INTERSECTION FACILITIES:**

- Side street stop-sign-controlled at Melones Drive and Hennessey Way
- Traffic circle at Broadmoor Way and all-way-stop at Somerston Parkway

**COMMUNITY FACILITIES:**

- Crystal Cove Park - North side at Broadmoor Way

**ACCIDENT HISTORY (2018 – 2021)**

- No speed-related accidents

**CURRENT SPEED DATA:**

**EASTBOUND – WESTBOUND**

50 <sup>th</sup> Percentile	26 mph
85 <sup>th</sup> Percentile	31 mph
10 mph Pace	21-30 mph
Percent in Pace	67%
Percent Below Pace	16%
Percent Above Pace	17%
Percent complying with speed limit:	46%

**RECOMMENDED SPEED LIMIT: 30 MILES PER HOUR (MPH)**

Justification:



Mark D. Crane, PE  
Registered Traffic Engineer  
Crane Transportation Group



Exp. 12/31/23

# Academy Drive Traffic Accidents Broadmoor Way to River Bend Drive 2018 Thru 2021

# of veh	Cause	Type	Injury	Year
1	right of way	broadside	no	2019

① Also included in the Commercial Street summary

● Accidents at intersections  
■ Accidents between intersections

2018	2019	2020	2021
●	●	●	●

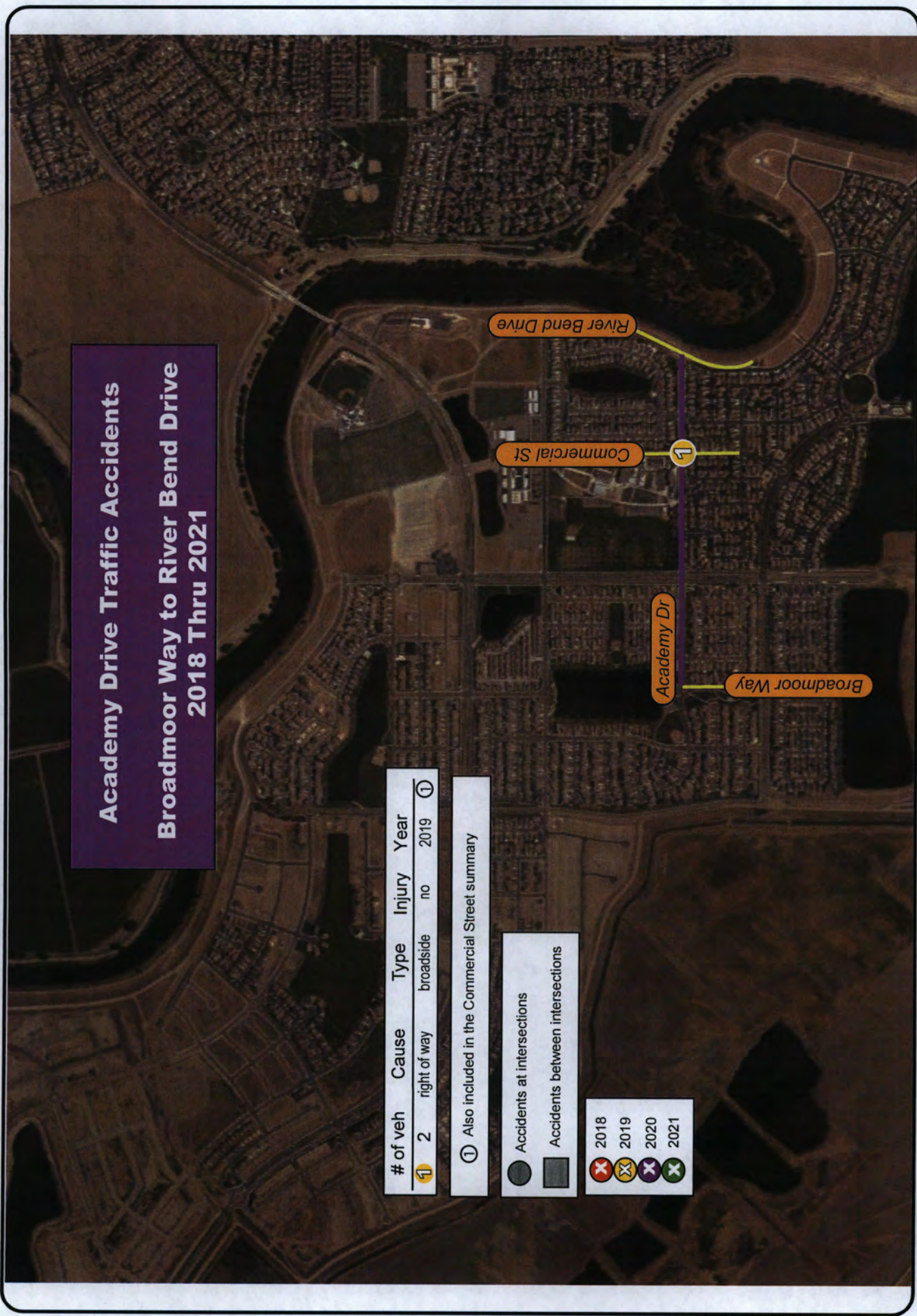


Figure 3A  
Academy Drive Traffic Accidents  
Years 2018 through 2021



# IDAX RADAR SAMPLE SPEED SURVEY

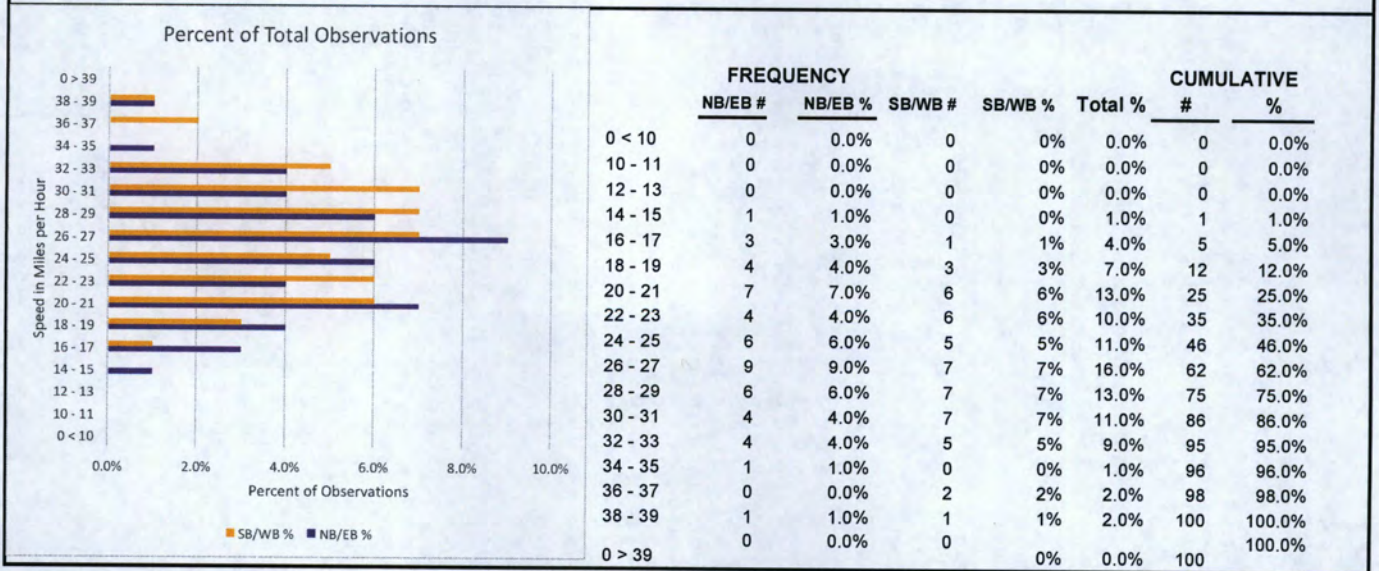
<b>ROADWAY SURVEYED:</b> Academy Dr	<b>LOCATION:</b> 10
<b>SURVEY LIMITS:</b> Between Somerston Pkwy & Broadmoor Wy	<b>COLLECTOR:</b> Jonathan
<b>SURVEY DATE:</b> Thursday, May 5, 2022	<b>WEATHER:</b> Sunny
<b>ROAD CONDITION:</b> New	<b># OF LANES:</b> 2
<b>SURVEY START TIME:</b> 2:00:00PM	
<b>SURVEY END TIME:</b> 4:00:00PM	
<b>STREET CLASSIFICATION:</b> Residential	
<b>POSTED SPEED:</b> 25 MPH	
<b>DIRECTION OF TRAFFIC:</b> EB WB	

<b>CRITICAL SPEED (85TH PERCENTILE)</b>  <b>31 MPH</b>	<b>50TH PERCENTILE</b>  <b>26 MPH</b>	<b>15TH PERCENTILE</b>  <b>20 MPH</b>	<b>PACE SPEED</b>  <b>21 MPH</b> Below Pace 16.0% <b>TO</b> In Pace 67.0% <b>30 MPH</b> Above Pace 17.0%												
<b>PRIMA FACIE SPEED LIMIT</b> <b>25 MPH</b> 46.0% COMPLYING	<b>EXISTING SPEED LIMIT</b> <b>25 MPH</b> 46.0% COMPLYING														
<b>DIRECTION OF COLLECTION</b>															
<table border="0" style="width: 100%;"> <tr> <td>#Entries</td> <td>100</td> <td></td> <td></td> </tr> <tr> <td>NB/EB</td> <td>50</td> <td>50.0%</td> <td></td> </tr> <tr> <td>SB/WB</td> <td>50</td> <td>50.0%</td> <td></td> </tr> </table>				#Entries	100			NB/EB	50	50.0%		SB/WB	50	50.0%	
#Entries	100														
NB/EB	50	50.0%													
SB/WB	50	50.0%													

UNUSUAL CONDITIONS: NONE

RECOMMENDED SPEED LIMIT: TBD MPH

SPEED ZONE LIMITS: 25 MPH



# CITY OF LATHROP ENGINEERING & TRAFFIC SPEED SURVEY

Street Name: **ACADEMY DRIVE**  
Map Location: **3B**  
Direction: **Eastbound-Westbound**

Limits: **Somerston Parkway – River Bend Drive**

Number of Lanes = 2  
Posted Speed Limit = 25  
Transit Facilities = None

**BICYCLE AND PEDESTRIAN FACILITIES:**

- Sidewalks - North & South sides
- Bike Facilities - None

**DESCRIPTION OF SURROUNDING AREA:**

- South Side: Single-Family-Residential (fronting units)
- North Side: STEAM Academy campus, undeveloped and Single Family Residential (no fronting units)

**PARKING ACCOMMODATIONS:**

- On-street parking on South side of street with restrictions near STEAM Academy (No parking 7-9 AM and 1-4 PM) and full time on North side of street

**INTERSECTION FACILITIES:**

- Side street stop-sign-controlled at Spence Avenue & Regatta Way
- All-way-stops at Somerston Parkway and Commercial Street + Roundabout at River Bend Drive

**COMMUNITY FACILITIES:**

- STEAM Academy campus on North side

**ACCIDENTS (History 2018 – 2021)**

- No speed-related accidents

**CURRENT SPEED DATA:**

**EASTBOUND – WESTBOUND**

50 <sup>TH</sup> Percentile	26 mph
85 <sup>th</sup> Percentile	31 mph
10 mph Pace	22-31 mph
Percent in Pace	76%
Percent Below Pace	13%
Percent Above Pace	11%
Percent complying with speed limit:	39%

**RECOMMENDED SPEED LIMIT: 25 MILES PER HOUR (MPH)**

Justification:

Per CVC 627(c)(1)(C), this segment has Residential Density.



Mark D. Crane, PE  
Registered Traffic Engineer  
Crane Transportation Group



Exp. 12/31/23

# Academy Drive Traffic Accidents Broadmoor Way to River Bend Drive 2018 Thru 2021

# of veh	Cause	Type	Injury	Year
1	right of way	broadside	no	2019

① Also included in the Commercial Street summary

- Accidents at intersections
- Accidents between intersections

- 2018
- 2019
- 2020
- 2021

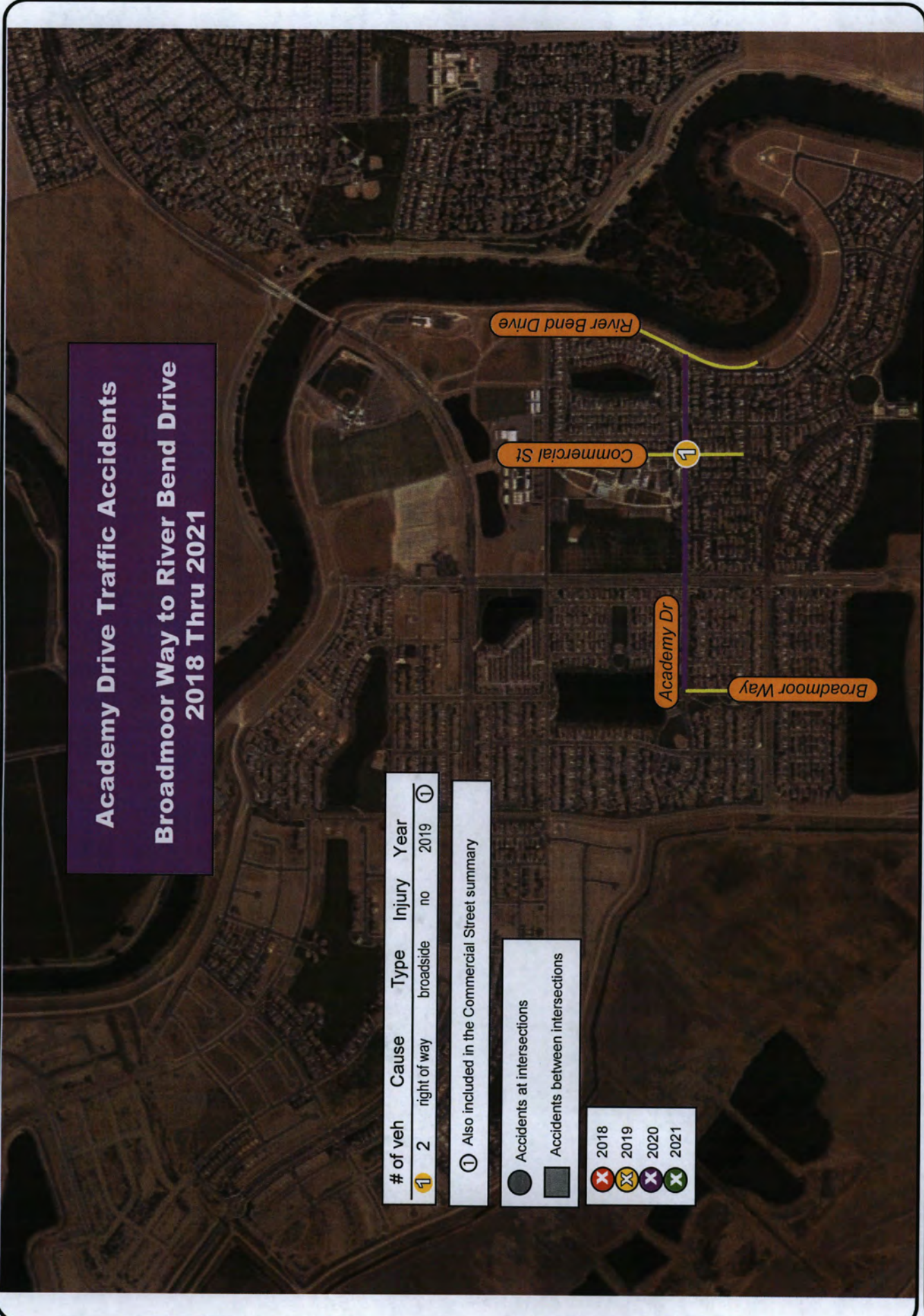


Figure 3B  
Academy Drive Traffic Accidents  
Years 2018 through 2021

# IDAX RADAR SAMPLE SPEED SURVEY

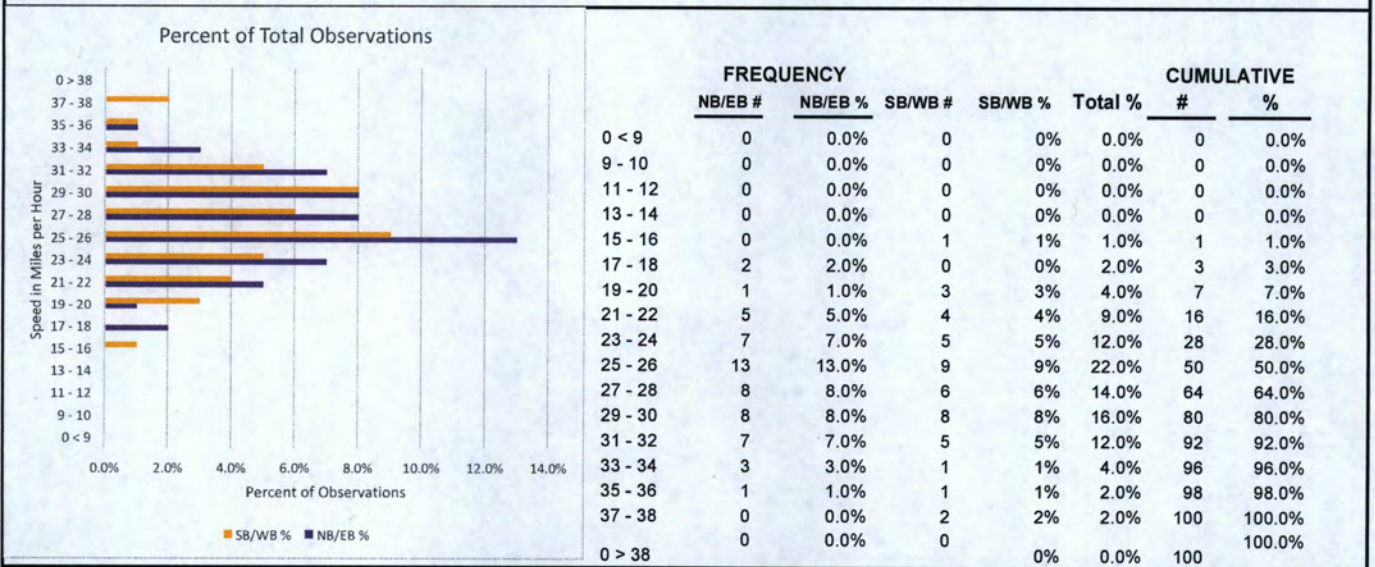
<b>ROADWAY SURVEYED:</b> Academy Dr	<b>LOCATION:</b> 11
<b>SURVEY LIMITS:</b> Between Somerston Pkwy & River Bend Dr.	<b>COLLECTOR:</b> Jonathan
<b>SURVEY DATE:</b> Thursday, May 5, 2022	<b>WEATHER:</b> Sunny
<b>ROAD CONDITION:</b> New	<b># OF LANES:</b> 2
<b>SURVEY START TIME:</b> 11:55:00AM	
<b>SURVEY END TIME:</b> 1:55:00PM	
<b>STREET CLASSIFICATION:</b> Residential	
<b>POSTED SPEED:</b> 25 MPH	
<b>DIRECTION OF TRAFFIC:</b> EB WB	

<b>CRITICAL SPEED (85TH PERCENTILE)</b>  <b>31 MPH</b>	<b>50TH PERCENTILE</b>  <b>26 MPH</b>	<b>15TH PERCENTILE</b>  <b>22 MPH</b>	<b>PACE SPEED</b>  <b>22 MPH</b> Below Pace 13.0% <b>TO</b> In Pace 76.0% <b>31 MPH</b> Above Pace 11.0%												
<b>PRIMA FACIE SPEED LIMIT</b> <b>25 MPH</b> 39.0% COMPLYING	<b>EXISTING SPEED LIMIT</b> <b>25 MPH</b> 39.0% COMPLYING														
<b>DIRECTION OF COLLECTION</b>															
<table border="0" style="width: 100%;"> <tr> <td>#Entries</td> <td>100</td> <td></td> <td></td> </tr> <tr> <td>NB/EB</td> <td>55</td> <td>55.0%</td> <td></td> </tr> <tr> <td>SB/WB</td> <td>45</td> <td>45.0%</td> <td></td> </tr> </table>				#Entries	100			NB/EB	55	55.0%		SB/WB	45	45.0%	
#Entries	100														
NB/EB	55	55.0%													
SB/WB	45	45.0%													

UNUSUAL CONDITIONS: NONE

RECOMMENDED SPEED LIMIT: TBD MPH

SPEED ZONE LIMITS: 25 MPH



# CITY OF LATHROP ENGINEERING & TRAFFIC SPEED SURVEY

Street Name: **LAKESIDE DRIVE**

Limits: **Dell'Osso Drive - Somerston Parkway**

Map Location: **4A**

Direction: **Eastbound-Westbound**

Number of Lanes = 4 (Divided with landscaped median)

Posted Speed Limit = 25

Transit Facilities = None

**BICYCLE AND PEDESTRIAN FACILITIES:**

- Sidewalks - North and South sides
- Bike Facilities - None

**DESCRIPTION OF SURROUNDING AREA:**

- South Side: Single-Family-Residential (no fronting units)
- North Side: Single-Family-Residential (no fronting units)

**PARKING ACCOMMODATIONS:**

- No on-street parking North or South sides

**INTERSECTION FACILITIES:**

- Side street stop signs control at Silver Springs Way
- All-way-stops at Dell'Osso Drive, Broadmoor Way and Somerston Parkway

**COMMUNITY FACILITIES:**

- None

**ACCIDENT HISTORY (2018 – 2021)**

- No speed-related accidents

**CURRENT SPEED DATA:**

**EASTBOUND – WESTBOUND**

50 <sup>TH</sup> Percentile	31 mph
85 <sup>th</sup> Percentile	35 mph
10 mph Pace	25-34 mph
Percent in Pace	82%
Percent Below Pace	3%
Percent Above Pace	16%
Percent complying with speed limit:	7%

**RECOMMENDED SPEED LIMIT: 35 MILES PER HOUR (MPH)**

Justification:



Mark D. Crane, PE  
Registered Traffic Engineer  
Crane Transportation Group



Exp. 12/31/23

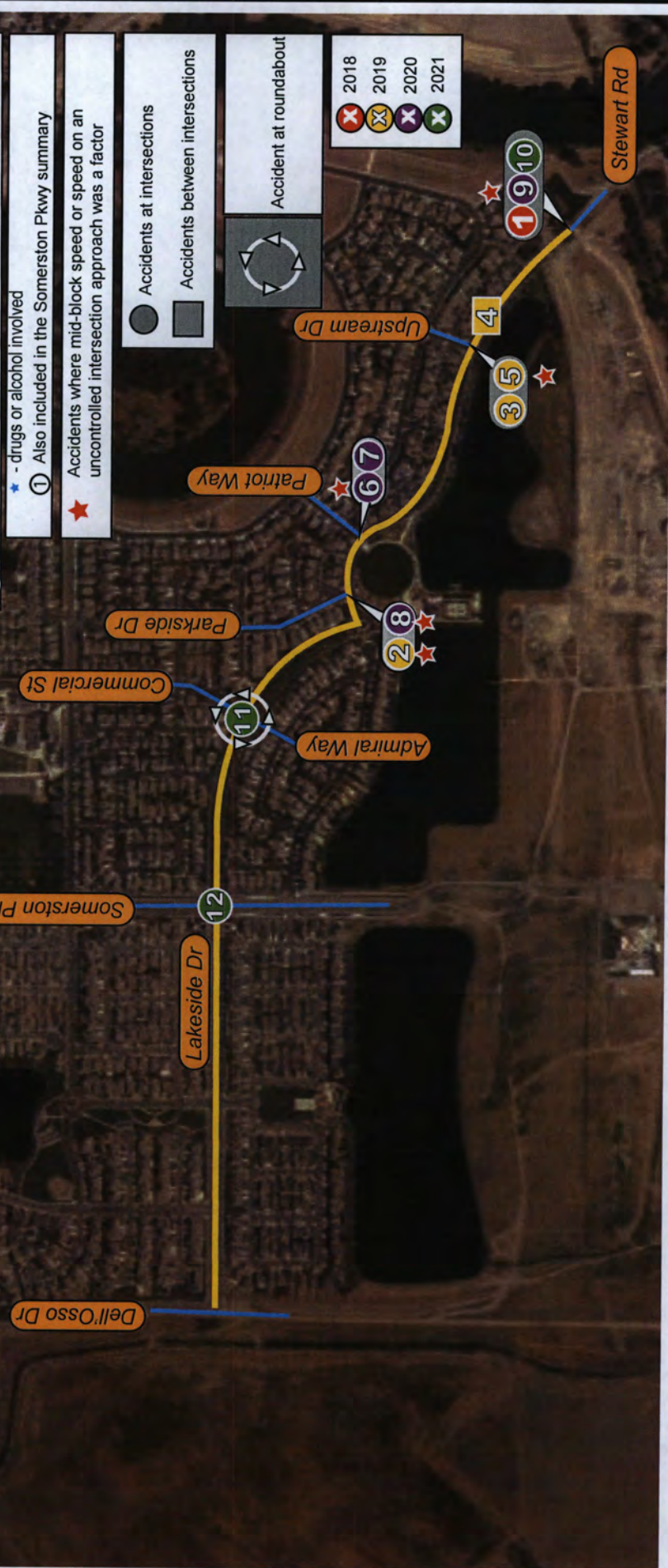
## Lakeside Drive Traffic Accidents Dell'Osso Dr to Stewart Rd 2018 Thru 2021

# of veh	Cause	Type	Injury	Year
1★	impaired	hit object	no	2018
2	★ unsafe speed	head on	no	2019
3★	wrong side	head on	yes	2019
4★	wrong side	head on	no	2019
5	★ unsafe speed	hit object	no	2019
6★	★ unsafe speed	rear end	no	2020
7	right of way (ped)	hit object	fatal	2020
8★	★ unsafe speed	hit object	no	2020
9	★ unsafe speed	hit object	no	2020
10★	impaired	hit object	no	2021
11	unsafe speed at roundabout	hit object	no	2021
12★	impaired	hit object	no	2021

★ - drugs or alcohol involved  
 ① Also included in the Somerston Pkwy summary  
 ★ Accidents where mid-block speed or speed on an uncontrolled intersection approach was a factor

● Accidents at intersections  
 ■ Accidents between intersections  
 ⤵ Accident at roundabout

2018  
 2019  
 2020  
 2021



**Figure 4A**  
**Accidents on Lakeside Drive**  
**Years 2018 through 2021**

# IDAX RADAR SAMPLE SPEED SURVEY

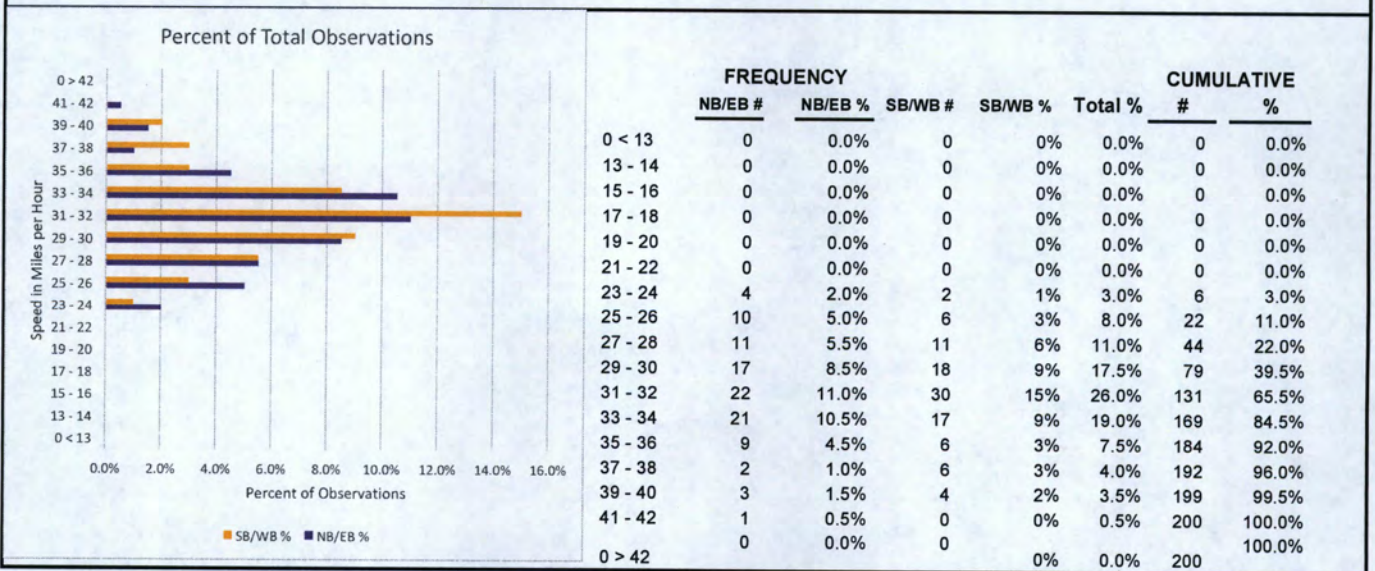
<b>ROADWAY SURVEYED:</b>	Lakeside Dr	<b>LOCATION:</b>	15
<b>SURVEY LIMITS:</b>	Between Del Osso Dr. & Somserston Pkwy	<b>COLLECTOR:</b>	Randy
<b>SURVEY DATE:</b>	Thursday, June 9, 2022	<b>WEATHER:</b>	Sunny
<b>ROAD CONDITION:</b>	Fair	<b># OF LANES:</b>	4
<b>SURVEY START TIME:</b>	12:35:00 PM		
<b>SURVEY END TIME:</b>	3:20:00 PM		
<b>STREET CLASSIFICATION:</b>	Residential		
<b>POSTED SPEED:</b>	25 MPH		
<b>DIRECTION OF TRAFFIC:</b>	EB WB		

<b>CRITICAL SPEED (85TH PERCENTILE)</b>  <b>35 MPH</b>	<b>50TH PERCENTILE</b>  <b>31 MPH</b>	<b>15TH PERCENTILE</b>  <b>27 MPH</b>	<b>PACE SPEED</b> <b>25 MPH TO 34 MPH</b> Below Pace 3.0%      In Pace 81.5%      Above Pace 15.5%
<b>PRIMA FACIE SPEED LIMIT</b> <b>25 MPH</b> 7.0% COMPLYING	<b>EXISTING SPEED LIMIT</b> <b>25 MPH</b> 7.0% COMPLYING		
<b>DIRECTION OF COLLECTION</b> #Entries    200 NB/EB      100      50.0% SB/WB      100      50.0%			

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS:      **25 MPH**



# CITY OF LATHROP ENGINEERING & TRAFFIC SPEED SURVEY

Street Name: **LAKESIDE DRIVE**

Limits: **Somerston Parkway - Michael Vega Park Roundabout**

Map Location: **4B**

Direction: **Eastbound-Westbound**

Number of Lanes = 2 (Divided with landscaped median)

Posted Speed Limit = 25

Transit Facilities = None

**BICYCLE AND PEDESTRIAN FACILITIES:**

- Sidewalks - North & South sides
- Bike Facilities - None

**DESCRIPTION OF SURROUNDING AREA:**

- South Side: Single-Family-Residential (no fronting units)
- North Side: Single-Family-Residential (no fronting units)

**PARKING ACCOMMODATIONS:**

- No on-street parking North or South sides

**INTERSECTION FACILITIES:**

- No minor side street intersections
- All-way-stop at Somerston Parkway with Roundabouts at Commercial Street and Michael Vega Park

**COMMUNITY FACILITIES:**

- None

**ACCIDENT HISTORY (2018 – 2021)**

- One speed-related accident at roundabout

**CURRENT SPEED DATA:**

**EASTBOUND - WESTBOUND**

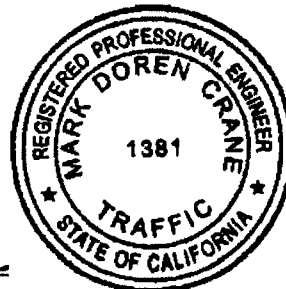
50 <sup>TH</sup> Percentile	30 mph
85 <sup>th</sup> Percentile	34 mph
10 mph Pace	25-34 mph
Percent in Pace	87%
Percent Below Pace	3%
Percent Above Pace	10%
Percent complying with speed limit:	9%

**RECOMMENDED SPEED LIMIT: 35 MILES PER HOUR (MPH)**

Justification:



Mark D. Crane, PE  
Registered Traffic Engineer  
Crane Transportation Group



Exp. 12/31/23



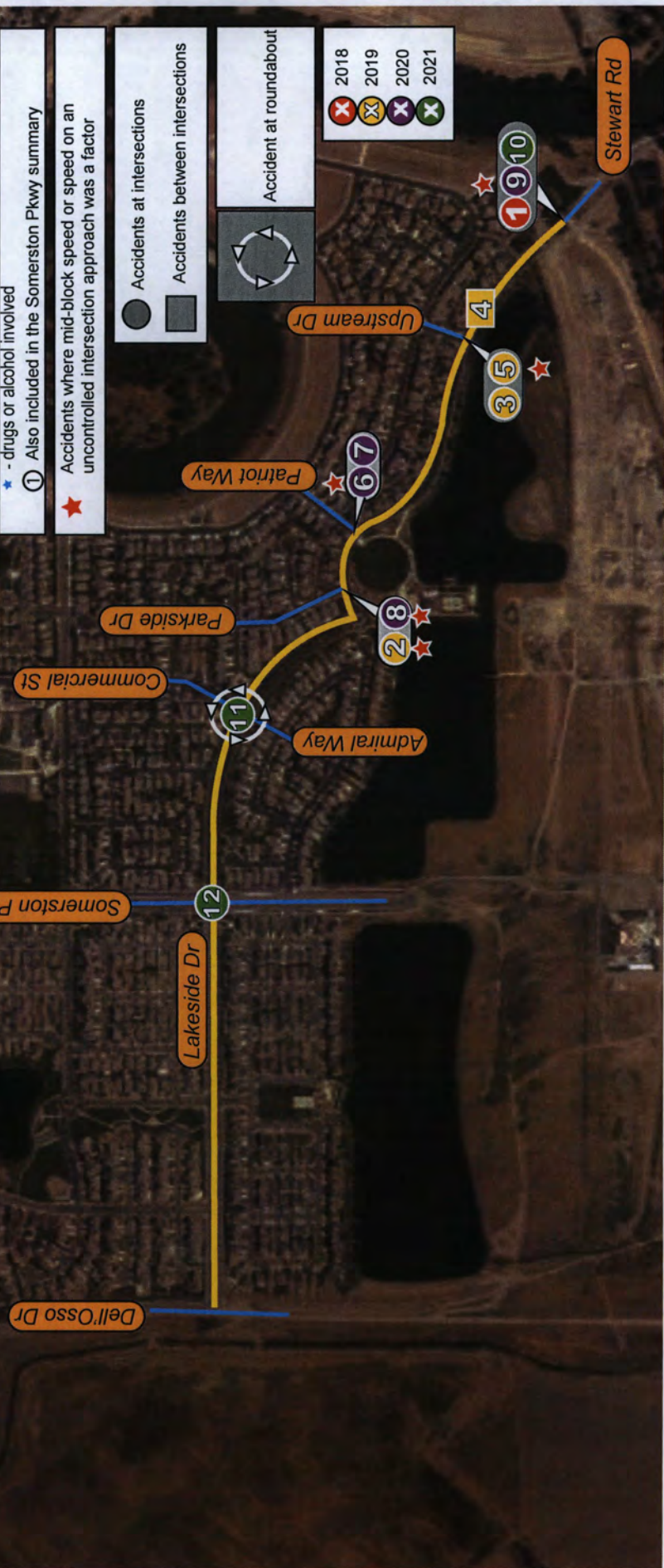
## Lakeside Drive Traffic Accidents Dell'Osso Dr to Stewart Rd 2018 Thru 2021

# of veh	Cause	Type	Injury	Year
1★	impaired	hit object	no	2018
2	unsafe speed	head on	no	2019
3★	wrong side	head on	yes	2019
4★	wrong side	head on	no	2019
5	unsafe speed	hit object	no	2019
6★	unsafe speed	rear end	no	2020
7	right of way (ped)	hit object	fatal	2020
8★	unsafe speed	hit object	no	2020
9	unsafe speed	hit object	no	2020
10★	impaired	hit object	no	2021
11	unsafe speed at roundabout	hit object	no	2021
12★	impaired	hit object	no	2021

★ - drugs or alcohol involved  
 ① Also included in the Somerston Pkwy summary  
 ★ Accidents where mid-block speed or speed on an uncontrolled intersection approach was a factor

- Accidents at intersections
- Accidents between intersections
- ⦿ Accident at roundabout

2018	2019	2020	2021
✗	✗	✗	✗



**Figure 4B**  
**Accidents on Lakeside Drive**  
**Years 2018 through 2021**

# IDAX RADAR SAMPLE SPEED SURVEY

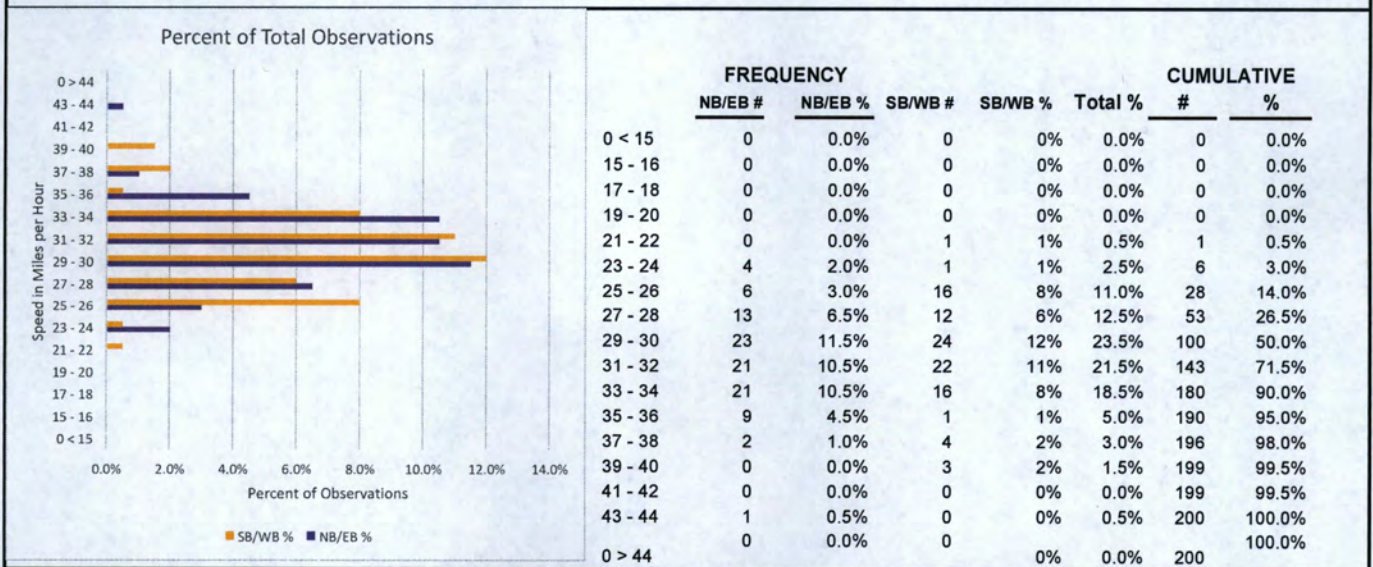
<b>ROADWAY SURVEYED:</b>	Lakeside Dr	<b>LOCATION:</b>	16
<b>SURVEY LIMITS:</b>	Between Somerston Pkwy & Michael Vega R-A	<b>COLLECTOR:</b>	Randy
<b>SURVEY DATE:</b>	Friday, June 10, 2022	<b>WEATHER:</b>	Sunny
<b>ROAD CONDITION:</b>	Fair	<b># OF LANES:</b>	2
<b>SURVEY START TIME:</b>	10:20:00 AM		
<b>SURVEY END TIME:</b>	12:50:00 PM		
<b>STREET CLASSIFICATION:</b>	Residential		
<b>POSTED SPEED:</b>	25 MPH		
<b>DIRECTION OF TRAFFIC:</b>	EB WB		

<b>CRITICAL SPEED (85TH PERCENTILE)</b>  <b>34 MPH</b>	<b>50TH PERCENTILE</b>  <b>30 MPH</b>	<b>15TH PERCENTILE</b>  <b>27 MPH</b>	<b>PACE SPEED</b>  <b>25 MPH</b> <b>TO</b> <b>34 MPH</b> Below Pace      In Pace      Above Pace 3.0%                      87.0%                      10.0%
<b>PRIMA FACIE SPEED LIMIT</b> <b>25 MPH</b> 8.5% COMPLYING	<b>EXISTING SPEED LIMIT</b> <b>25 MPH</b> 8.5% COMPLYING		
<b>DIRECTION OF COLLECTION</b> #Entries      200 NB/EB      100      50.0% SB/WB      100      50.0%			

UNUSUAL CONDITIONS: NONE

RECOMMENDED SPEED LIMIT: TBD MPH

SPEED ZONE LIMITS: 25 MPH



# CITY OF LATHROP ENGINEERING & TRAFFIC SPEED SURVEY

Street Name: **LAKESIDE DRIVE**  
Map Location: **4C**  
Direction: **Eastbound-Westbound**

Limits: **Michael Vega Park Roundabout - Stewart Road**

Number of Lanes = 2  
Posted Speed Limit = 25  
Transit Facilities = None

**BICYCLE AND PEDESTRIAN FACILITIES:**

- Sidewalks - North & South sides
- Bike Facilities - Signed bike route

**DESCRIPTION OF SURROUNDING AREA:**

- South Side: Michael Vega Park + Lakefront
- North Side: Single Family residential (no fronting units)

**PARKING ACCOMMODATIONS:**

- No on-street parking North or South sides

**INTERSECTION FACILITIES:**

- Side Street: Stop-sign-controlled at Parkside Drive, Patriot Way, Water Way and Upstream Drive
- Roundabouts at Michael Vega Park and Stewart Road

**COMMUNITY FACILITIES:**

- Lake and Michael Vega Park on south side of street

**ACCIDENT HISTORY (2018 – 2021)**

- Five unsafe speed-related accidents, but only two by drivers without impairment.

**CURRENT SPEED DATA:**

**EASTBOUND – WESTBOUND**

50 <sup>TH</sup> Percentile	28 mph
85 <sup>th</sup> Percentile	34 mph
10 mph Pace	24-33 mph
Percent in Pace	79%
Percent Below Pace	5%
Percent Above Pace	16%
Percent complying with speed limit:	21%

**RECOMMENDED SPEED LIMIT: 35 MILES PER HOUR (MPH)**

Justification:



Mark D. Crane, PE  
Registered Traffic Engineer  
Crane Transportation Group



Exp. 12/31/23

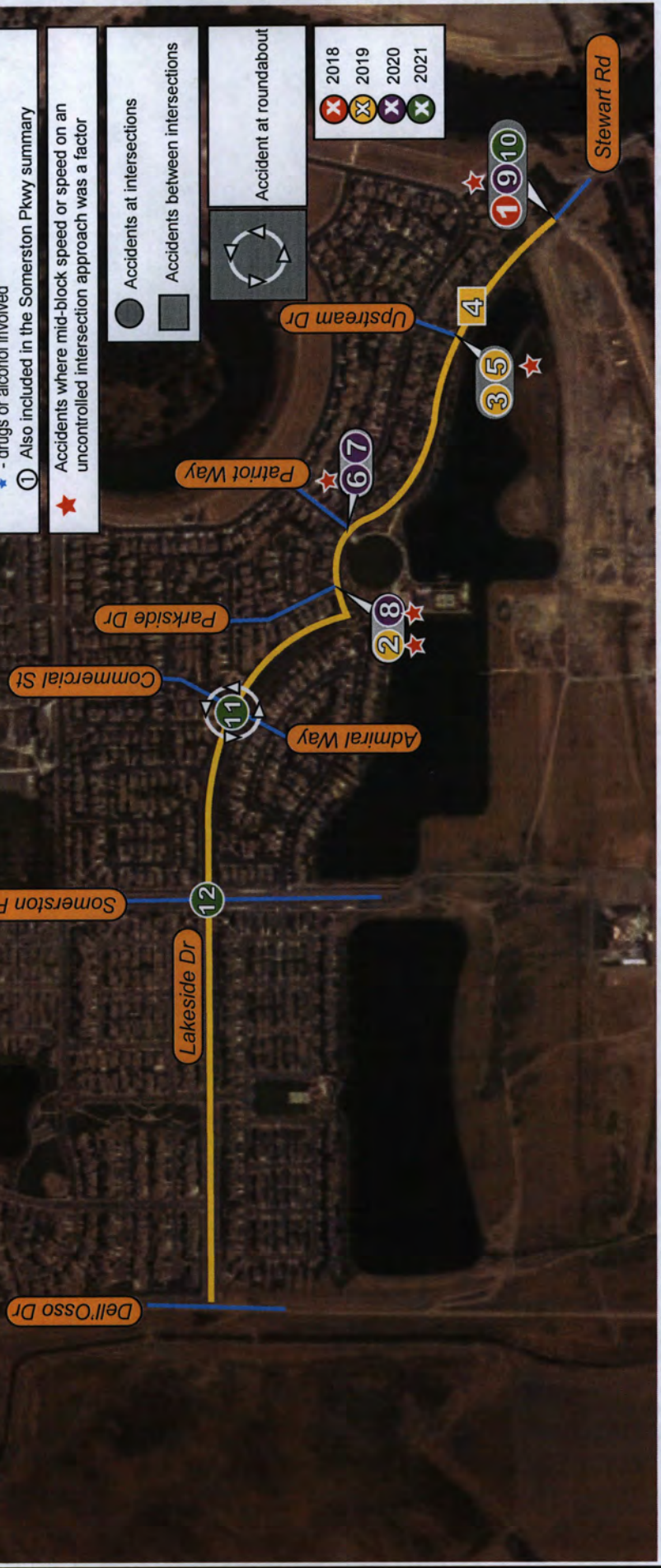
# Lakeside Drive Traffic Accidents Dell'Osso Dr to Stewart Rd 2018 Thru 2021

# of veh	Cause	Type	Injury	Year
1★	impaired	hit object	no	2018
2	unsafe speed	head on	no	2019
3★	wrong side	head on	yes	2019
4★	wrong side	head on	no	2019
5	unsafe speed	hit object	no	2019
6★	unsafe speed	rear end	no	2020
7	right of way (ped)	hit object	fatal	2020
8★	unsafe speed	hit object	no	2020
9	unsafe speed	hit object	no	2020
10★	impaired	hit object	no	2021
11	unsafe speed at roundabout	hit object	no	2021
12★	impaired	hit object	no	2021

★ - drugs or alcohol involved  
 ① Also included in the Somerston Pkwy summary  
 ★ Accidents where mid-block speed or speed on an uncontrolled intersection approach was a factor

- Accidents at intersections
- Accidents between intersections
- ⦿ Accident at roundabout

- 2018 (Red X)
- 2019 (Yellow X)
- 2020 (Purple X)
- 2021 (Green X)



**Figure 4C**  
**Accidents on Lakeside Drive**  
**Years 2018 through 2021**

# IDAX RADAR SAMPLE SPEED SURVEY

**ROADWAY SURVEYED:** Lakeside Dr  
**SURVEY LIMITS:** Between Michael Vega R-A & Stewart Rd  
**SURVEY DATE:** Wednesday, May 25, 2022  
**ROAD CONDITION:** New  
**SURVEY START TIME:** 3:20:00 PM  
**SURVEY END TIME:** 4:35:00 PM  
**STREET CLASSIFICATION:** Residential  
**POSTED SPEED:** 25 MPH  
**DIRECTION OF TRAFFIC:** EB WB

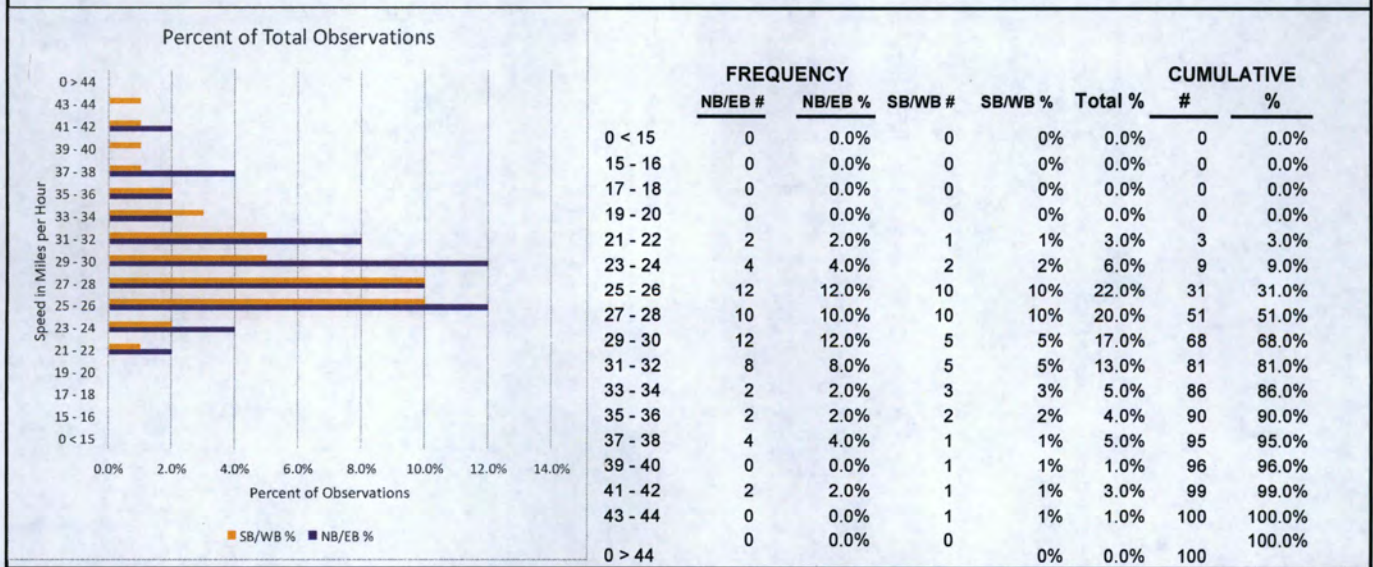
**LOCATION:** 17  
**COLLECTOR:** Randy  
**WEATHER:** Sunny  
**# OF LANES:** 2

<b>CRITICAL SPEED (85TH PERCENTILE)</b>  <b>34 MPH</b>	<b>50TH PERCENTILE</b>  <b>28 MPH</b>	<b>15TH PERCENTILE</b>  <b>25 MPH</b>	<b>PACE SPEED</b> <b>24 MPH</b> <b>TO</b> <b>33 MPH</b> Below Pace      In Pace      Above Pace 5.0%                      79.0%                      16.0%
<b>PRIMA FACIE SPEED LIMIT</b> <b>25 MPH</b> 21.0% COMPLYING	<b>EXISTING SPEED LIMIT</b> <b>25 MPH</b> 21.0% COMPLYING		
<b>DIRECTION OF COLLECTION</b> #Entries      100 NB/EB      58      58.0% SB/WB      42      42.0%			

**UNUSUAL CONDITIONS:** NONE

**RECOMMENDED SPEED LIMIT:** TBD MPH

**SPEED ZONE LIMITS:** 25 MPH



# CITY OF LATHROP ENGINEERING & TRAFFIC SPEED SURVEY

Street Name: **DELL'OSSO DRIVE**

Limits: **Mulholland Drive - River Islands Parkway**

Map Location: **5A**

Direction: **Northbound-Southbound**

Number of Lanes = 2

Posted Speed Limit = 25

Transit Facilities = None

**BICYCLE AND PEDESTRIAN FACILITIES:**

- Sidewalk - West side only (Mulholland Drive - Garden Farms Avenue) & both East & West sides Garden Farms Avenue - River Islands Parkway
- Bike facilities - Signed bike route

**DESCRIPTION OF SURROUNDING AREA:**

- East Side: Latitude Park and lake North of Garden Farms Avenue and Single-Family-Residential (no fronting units) between Garden Farms Avenue and River Islands Parkway
- West Side: Single-Family-Residential (no fronting units) and lake + park North of Garden Farms Avenue to River Islands Parkway

**PARKING ACCOMMODATIONS:**

- No on-street parking East or West sides

**INTERSECTION FACILITIES:**

- No intersections
- Traffic circle at Mulholland Drive and all-way-stop at Garden Farms Avenue

**COMMUNITY FACILITIES:**

- Latitude Park on East side of street

**ACCIDENT HISTORY (2018 – 2021)**

- No speed-related accidents

**CURRENT SPEED DATA:**

**NORTHBOUND – SOUTHBOUND**

50 <sup>TH</sup> Percentile	29 mph
85 <sup>TH</sup> Percentile	33 mph
10 mph Pace	25-34 mph
Percent in Pace	89%
Percent Below Pace	6%
Percent Above Pace	5%
Percent complying with speed limit:	11%

**RECOMMENDED SPEED LIMIT: 35 MILES PER HOUR (MPH)**

Justification:

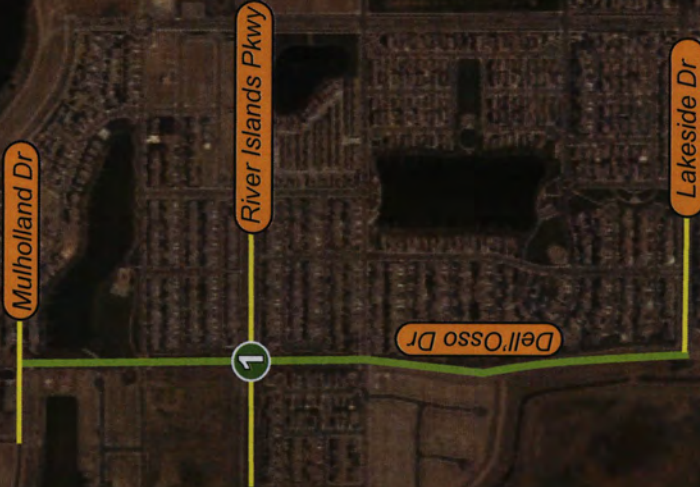


Mark D. Crane, PE  
Registered Traffic Engineer  
Crane Transportation Group



Exp. 12/31/23

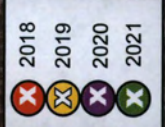
**Dell'Osso Drive Traffic Accidents  
Lakeside Dr to Mulholland Dr  
2018 Thru 2021**



# of veh	Cause	Type	Injury	Year
1	* 2 too close	rear end	no	2021

\* - drugs or alcohol involved  
 ① Also included in the River Islands Pkwy summary

● Accidents at intersections  
 ■ Accidents between intersections



**Figure 5A  
Dell'Osso Drive Traffic Accidents  
Years 2018 through 2021**

# IDAX RADAR SAMPLE SPEED SURVEY

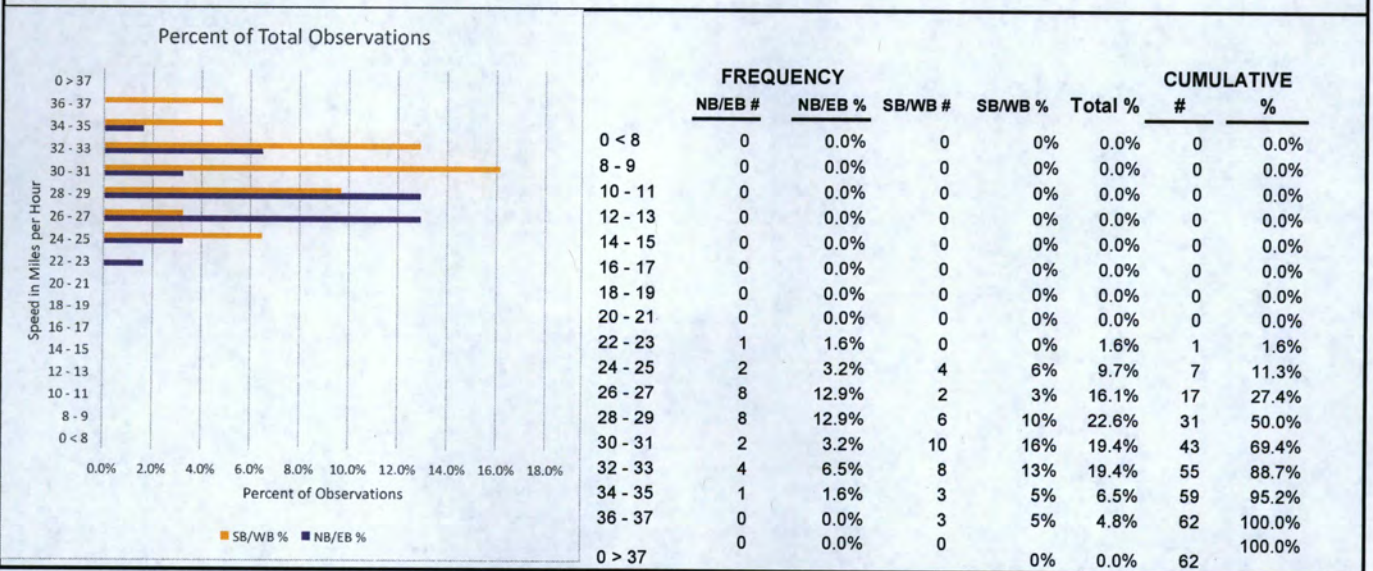
<b>ROADWAY SURVEYED:</b>	Del'Osso Dr	LOCATION:	3
<b>SURVEY LIMITS:</b>	Between Mulholland Dr & River Islands Pkwy.	COLLECTOR:	Randy
<b>SURVEY DATE:</b>	Monday, June 6, 2022	WEATHER:	Sunny
<b>ROAD CONDITION:</b>	Fair	# OF LANES:	2
<b>SURVEY START TIME:</b>	9:00:00 AM		
<b>SURVEY END TIME:</b>	12:00:00 PM		
<b>STREET CLASSIFICATION:</b>	Residential		
<b>POSTED SPEED:</b>	25 MPH		
<b>DIRECTION OF TRAFFIC:</b>	NB SB		

<b>CRITICAL SPEED (85TH PERCENTILE)</b>  <b>33 MPH</b>	<b>50TH PERCENTILE</b>  <b>29 MPH</b>	<b>15TH PERCENTILE</b>  <b>26 MPH</b>	<b>PACE SPEED</b> <b>25 MPH TO 34 MPH</b> Below Pace 6.5%      In Pace 88.7%      Above Pace 4.8%
<b>PRIMA FACIE SPEED LIMIT</b> <b>25 MPH</b> 11.3% COMPLYING	<b>EXISTING SPEED LIMIT</b> <b>25 MPH</b> 11.3% COMPLYING		
<b>DIRECTION OF COLLECTION</b> #Entries    62 NB/EB      26      41.9% SB/WB      36      58.1%			

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **25 MPH**





CITY OF LATHROP ENGINEERING & TRAFFIC SPEED SURVEY

Street Name: DELL'OSSO DRIVE

Limits: River Islands Parkway - Lakeside Drive

Map Location: 5B

Direction: Northbound-Southbound

Number of Lanes = 2

Posted Speed Limit = 35

Transit Facilities = None

**BICYCLE AND PEDESTRIAN FACILITIES:**

- Sidewalk - East and West sides from RIP to Marina Drive; South of Marina Drive. None on East or West sides
- Bike facilities - Signed bike route

**DESCRIPTION OF SURROUNDING AREA:**

- East Side: Single-Family-Residential (no fronting units)
- West Side: Single-Family-Residential from RIP to about halfway between Marina Drive and Lakeside Drive (no fronting units)

**PARKING ACCOMMODATIONS:**

- No on-street parking on East or West sides of street

**INTERSECTION FACILITIES:**

- No minor street intersections
- All-way-stops at River Islands Parkway, Marina Drive and Lakeside Drive

**COMMUNITY FACILITIES:**

- None

**ACCIDENT HISTORY (2018 – 2021)**

- No speed-related accidents

**CURRENT SPEED DATA:**

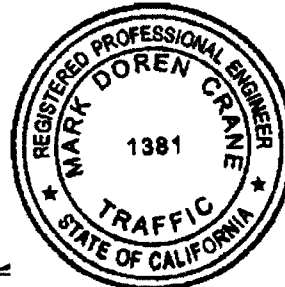
**NORTHBOUND – SOUTHBOUND**

50 <sup>TH</sup> Percentile	40 mph
85 <sup>th</sup> Percentile	43 mph
10 mph Pace	35-44 mph
Percent in Pace	81%
Percent Below Pace	9%
Percent Above Pace	10%
Percent complying with speed limit:	11%

**RECOMMENDED SPEED LIMIT: 45 MILES PER HOUR (MPH)**

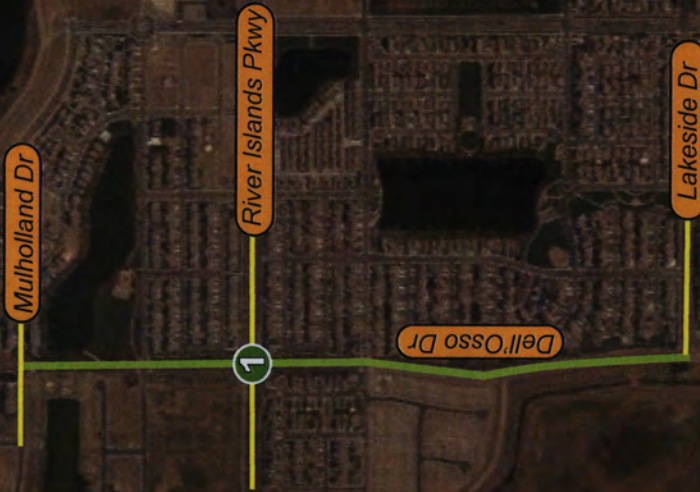
Justification:

Mark D. Crane, PE  
Registered Traffic Engineer  
Crane Transportation Group



Exp. 12/31/23

**Dell'Osso Drive Traffic Accidents  
Lakeside Dr to Mulholland Dr  
2018 Thru 2021**



# of veh	Cause	Type	Injury	Year
1	* 2 too close	rear end	no	2021

\* - drugs or alcohol involved  
 ① Also included in the River Islands Pkwy summary

● Accidents at intersections  
 ■ Accidents between intersections

2018 (Red X)  
 2019 (Yellow X)  
 2020 (Purple X)  
 2021 (Green X)

**Figure 5B  
 Dell'Osso Drive Traffic Accidents  
 Years 2018 through 2021**

# IDAX RADAR SAMPLE SPEED SURVEY

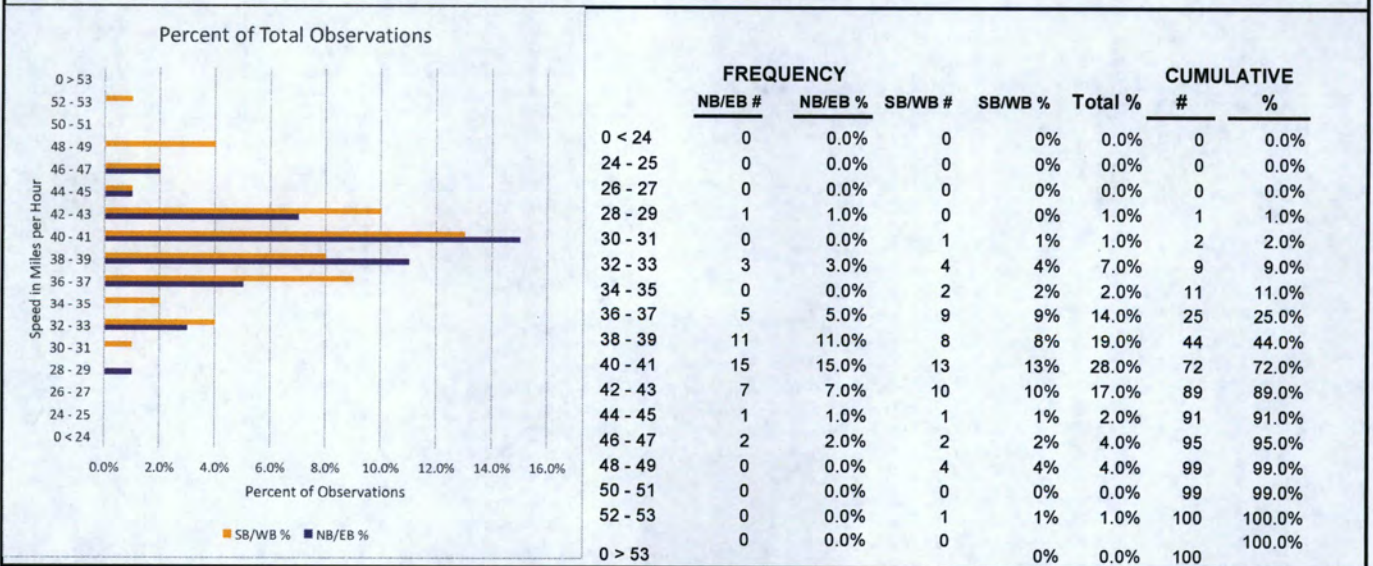
<b>ROADWAY SURVEYED:</b>	Del'Osso Dr	<b>LOCATION:</b>	14
<b>SURVEY LIMITS:</b>	Between River Islands Pkwy. & Lakeside Dr	<b>COLLECTOR:</b>	Randy
<b>SURVEY DATE:</b>	Thursday, June 9, 2022	<b>WEATHER:</b>	Sunny
<b>ROAD CONDITION:</b>	Fair	<b># OF LANES:</b>	2
<b>SURVEY START TIME:</b>	10:05:00 AM		
<b>SURVEY END TIME:</b>	12:30:00 PM		
<b>STREET CLASSIFICATION:</b>	Arterial		
<b>POSTED SPEED:</b>	35 MPH		
<b>DIRECTION OF TRAFFIC:</b>	NB SB		

<b>CRITICAL SPEED (85TH PERCENTILE)</b>  <b>43 MPH</b>	<b>50TH PERCENTILE</b>  <b>40 MPH</b>	<b>15TH PERCENTILE</b>  <b>36 MPH</b>	<b>PACE SPEED</b> <b>35 MPH TO 44 MPH</b> Below Pace      In Pace      Above Pace 9.0%              81.0%      10.0%
<b>PRIMA FACIE SPEED LIMIT</b> <b>25 MPH</b> 0.0% COMPLYING	<b>EXISTING SPEED LIMIT</b> <b>35 MPH</b> 11.0% COMPLYING		
<b>DIRECTION OF COLLECTION</b> #Entries    100 NB/EB      45      45.0% SB/WB      55      55.0%			

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **35 MPH**



# CITY OF LATHROP ENGINEERING & TRAFFIC SPEED SURVEY

Street Name: **SOMERSTON PARKWAY**

Limits: **Riverfront Drive - River Islands Parkway**

Map Location: **6A**

Direction: **Northbound-Southbound**

Number of Lanes = 2 (Divided with landscaped median)

Posted Speed Limit = No posted limit

Transit Facilities = None

**BICYCLE AND PEDESTRIAN FACILITIES:**

- Sidewalk - East and West sides
- Bike facilities - None

**DESCRIPTION OF SURROUNDING AREA:**

- East Side: Small office and Undeveloped
- West Side: Single-Family-Residential (no fronting units) and adjacent street (North of RIP)

**PARKING ACCOMMODATIONS:**

- No on-street parking on East or West sides

**INTERSECTION FACILITIES:**

- Driveway (RT in and out) connecting to NB lane
- Roundabout at Garden Farms Avenue and all-way-stops at Riverfront Drive and RIP

**COMMUNITY FACILITIES:**

- None

**ACCIDENT HISTORY (2018 – 2021)**

- No midblock-speed-related accidents.

**CURRENT SPEED DATA:**

**NORTHBOUND – SOUTHBOUND**

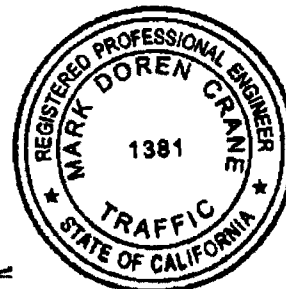
50 <sup>TH</sup> Percentile	30 mph
85 <sup>th</sup> Percentile	33 mph
10 mph Pace	25-34 mph
Percent in Pace	90%
Percent Below Pace	4%
Percent Above Pace	6%
Percent complying with speed limit:	10%

**RECOMMENDED SPEED LIMIT: 35 MILES PER HOUR (MPH)**

Justification:

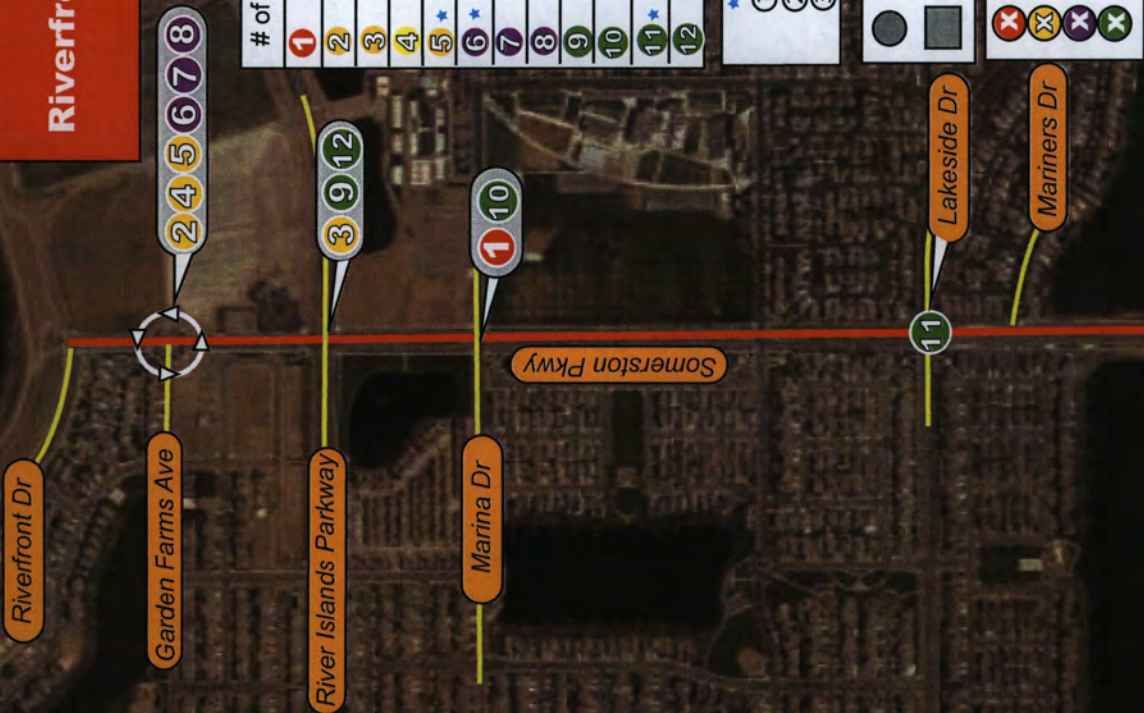


Mark D. Crane, PE  
Registered Traffic Engineer  
Crane Transportation Group



Exp. 12/31/23

# Somerston Parkway Traffic Accidents Riverfront Dr to South of Lakeside Dr 2018 Thru 2021



# of veh	Cause	Type	Injury	Year
1	starting/backing	broadside	no	2018
2	unsafe speed at roundabout	hit object	no	2019
3	right of way	broadside	yes	2019
4	unsafe speed at roundabout	head on	no	2019
5	impaired	hit object	no	2019
6	unsafe speed at roundabout	hit object	no	2020
7	unsafe speed at roundabout	hit object	no	2020
8	unsafe speed at roundabout	hit object	no	2020
9	stop sign/signal	broadside	yes	2021
10	stop sign/signal	head on	no	2021
11	impaired	hit object	no	2021
12	stop sign/signal	broadside	yes	2021

\* - drugs or alcohol involved  
 ① Also included in the River Islands Pkwy summary  
 ② Also included in the Marina Drive summary  
 ③ Also included in the Lakeside Drive summary

Accidents at intersections  
 Accidents between intersections

Accidents at roundabout

2018  
 2019  
 2020  
 2021

**Figure 6A**  
**Somerston Parkway Traffic Accidents**  
**Years 2018 through 2021**

# IDAX RADAR SAMPLE SPEED SURVEY

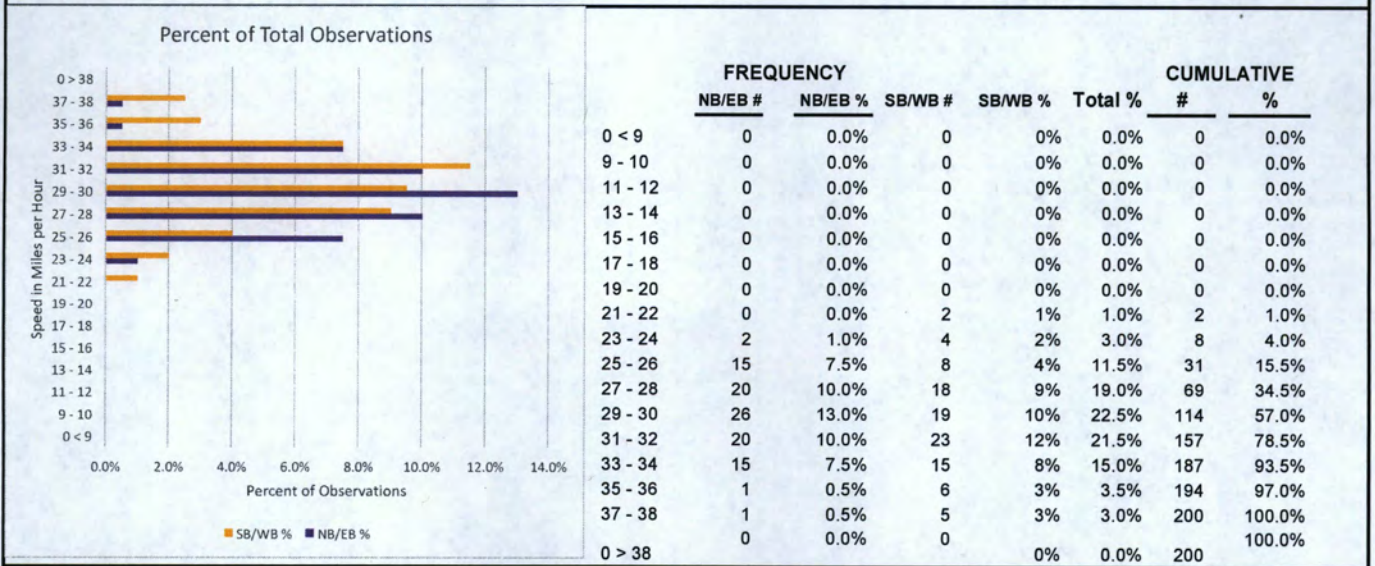
<b>ROADWAY SURVEYED:</b>	Somserton Pkwy	<b>LOCATION:</b>	4
<b>SURVEY LIMITS:</b>	Between Riverfront Dr. & River Islands Pkwy	<b>COLLECTOR:</b>	Randy
<b>SURVEY DATE:</b>	Monday, June 6, 2022	<b>WEATHER:</b>	Sunny
<b>ROAD CONDITION:</b>	Fair	<b># OF LANES:</b>	2
<b>SURVEY START TIME:</b>	12:20:00 PM		
<b>SURVEY END TIME:</b>	3:00:00 PM		
<b>STREET CLASSIFICATION:</b>	Residential		
<b>POSTED SPEED:</b>	25 MPH		
<b>DIRECTION OF TRAFFIC:</b>	NB SB		

<b>CRITICAL SPEED (85TH PERCENTILE)</b>  <b>33 MPH</b>	<b>50TH PERCENTILE</b>  <b>30 MPH</b>	<b>15TH PERCENTILE</b>  <b>26 MPH</b>	<b>PACE SPEED</b>  <b>25 MPH</b> Below Pace 4.0% <b>TO</b> In Pace 89.5% <b>34 MPH</b> Above Pace 6.5%
<b>PRIMA FACIE SPEED LIMIT</b> <b>25 MPH</b> 9.5% COMPLYING	<b>EXISTING SPEED LIMIT</b> <b>25 MPH</b> 9.5% COMPLYING		
<b>DIRECTION OF COLLECTION</b> #Entries 200 NB/EB 100 50.0% SB/WB 100 50.0%			

UNUSUAL CONDITIONS: NONE

RECOMMENDED SPEED LIMIT: TBD MPH

SPEED ZONE LIMITS: 25 MPH



# CITY OF LATHROP ENGINEERING & TRAFFIC SPEED SURVEY

Street Name: **SOMERSTON PARKWAY**

Limits: **River Islands Parkway - South of Lakeside Drive**

Map Location: **6B**

Direction: **Northbound-Southbound**

Number of Lanes = 4 (Divided with landscaped median)

Posted Speed Limit = 40

Transit Facilities = None

**BICYCLE AND PEDESTRIAN FACILITIES:**

- Sidewalks - East and West sides
- Bike facilities - None

**DESCRIPTION OF SURROUNDING AREA:**

- East Side: Undeveloped RIP to Academy Drive and Single-Family-Residential (no fronting units) South of Academy Drive
- West Side: Single-Family-Residential (no fronting units) except lake from RIP to marina

**PARKING ACCOMMODATIONS:**

- No on-street parking on East or West sides

**INTERSECTION FACILITIES:**

- Mariners Drive side street stop-sign-controlled
- All-way-stops at RIP, Marina Drive, Academy Drive and Lakeside Drive

**COMMUNITY FACILITIES:**

- None

**ACCIDENT HISTORY (2018 – 2021)**

- No speed-related accidents

**CURRENT SPEED DATA:**

**NORTHBOUND – SOUTHBOUND**

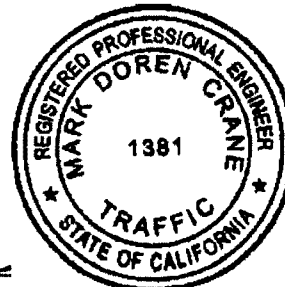
50 <sup>th</sup> Percentile	43 mph
85 <sup>th</sup> Percentile	47 mph
10 mph Pace	39-48 mph
Percent in Pace	84%
Percent Below Pace	7%
Percent Above Pace	9%
Percent complying with speed limit:	23%

**RECOMMENDED SPEED LIMIT: 45 MILES PER HOUR (MPH)**

Justification:

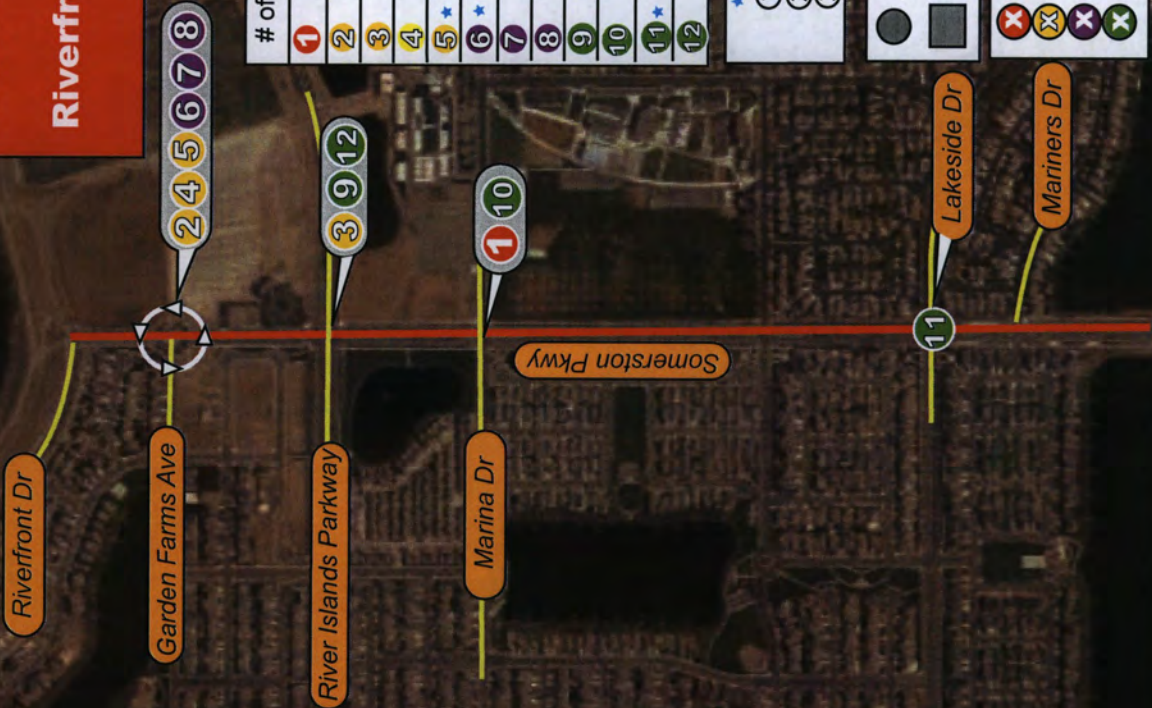


Mark D. Crane, PE  
Registered Traffic Engineer  
Crane Transportation Group



Exp. 12/31/23

# Somerston Parkway Traffic Accidents Riverfront Dr to South of Lakeside Dr 2018 Thru 2021



# of veh	Cause	Type	Injury	Year
1	starting/backing	broadside	no	2018 ②
2	unsafe speed at roundabout	hit object	no	2019 ②
3	right of way	broadside	yes	2019 ①
4	unsafe speed at roundabout	head on	no	2019 ①
5*	impaired	hit object	no	2019 ①
6*	unsafe speed at roundabout	hit object	no	2020 ①
7	unsafe speed at roundabout	hit object	no	2020 ①
8	unsafe speed at roundabout	hit object	no	2020 ①
9	stop sign/signal	broadside	yes	2021 ①
10	stop sign/signal	head on	no	2021 ②
11*	impaired	hit object	no	2021 ③
12	stop sign/signal	broadside	yes	2021 ①

\* - drugs or alcohol involved  
 ① Also included in the River Islands Pkwy summary  
 ② Also included in the Marina Drive summary  
 ③ Also included in the Lakeside Drive summary

● Accidents at intersections  
 ■ Accidents between intersections

● 2018 (red X)  
 ● 2019 (yellow X)  
 ● 2020 (purple X)  
 ● 2021 (green X)

Accidents at roundabout

**Figure 6B**  
**Somerston Parkway Traffic Accidents**  
**Years 2018 through 2021**



# IDAX RADAR SAMPLE SPEED SURVEY

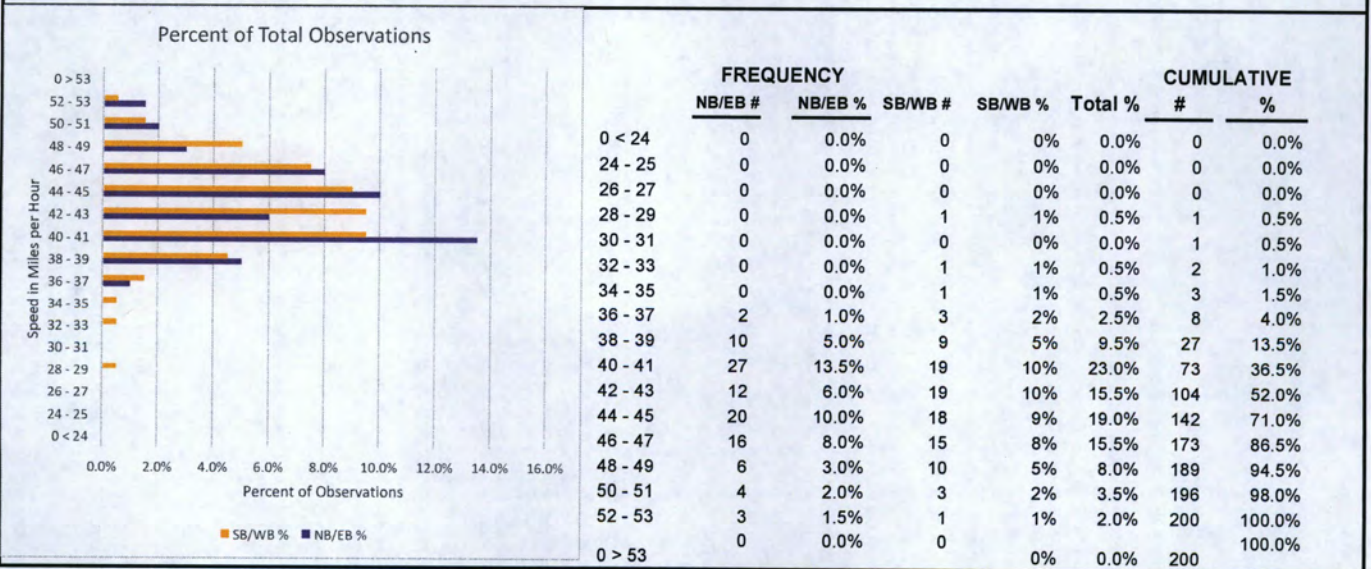
<b>ROADWAY SURVEYED:</b>	Somerton Pkwy	<b>LOCATION:</b>	9
<b>SURVEY LIMITS:</b>	Between River Islands Pkwy. & End of Lakeside Dr.	<b>COLLECTOR:</b>	Randy
<b>SURVEY DATE:</b>	Monday, June 6, 2022	<b>WEATHER:</b>	Sunny
<b>ROAD CONDITION:</b>	New	<b># OF LANES:</b>	4
<b>SURVEY START TIME:</b>	3:10:00 PM		
<b>SURVEY END TIME:</b>	4:30:00 PM		
<b>STREET CLASSIFICATION:</b>	Residential		
<b>POSTED SPEED:</b>	40 MPH		
<b>DIRECTION OF TRAFFIC:</b>	NB SB		

<b>CRITICAL SPEED (85TH PERCENTILE)</b>  <b>47 MPH</b>	<b>50TH PERCENTILE</b>  <b>43 MPH</b>	<b>15TH PERCENTILE</b>  <b>40 MPH</b>	<b>PACE SPEED</b>  <b>39 MPH</b> Below Pace 7.0% <b>TO</b> In Pace 84.0% <b>48 MPH</b> Above Pace 9.0%
<b>PRIMA FACIE SPEED LIMIT</b> <b>25 MPH</b> 0.0% COMPLYING	<b>EXISTING SPEED LIMIT</b> <b>40 MPH</b> 23.0% COMPLYING		
<b>DIRECTION OF COLLECTION</b> #Entries 200 NB/EB 100 50.0% SB/WB 100 50.0%			

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **40 MPH**



# CITY OF LATHROP ENGINEERING & TRAFFIC SPEED SURVEY

Street Name: **COMMERCIAL STREET**  
Map Location: **7A**  
Direction: **Northbound-Southbound**

Limits: **Marina Drive - Academy Drive**

Number of Lanes = 2  
Posted Speed Limit = 25  
Transit Facilities = None

**BICYCLE AND PEDESTRIAN FACILITIES:**

- Sidewalks - East and West sides
- Bike facilities - None

**DESCRIPTION OF SURROUNDING AREA:**

- East Side: Single-Family-Residential (no fronting units)
- West Side: Steam Academy

**PARKING ACCOMMODATIONS:**

- No on-street parking on East or West sides

**INTERSECTION FACILITIES:**

- No public intersections (Steam Academy driveways)
- All-way-stops at Marina Drive and Academy Drive

**COMMUNITY FACILITIES:**

- Steam Academy on west side of street

**ACCIDENT HISTORY (2018 – 2021)**

- No speed-related accidents

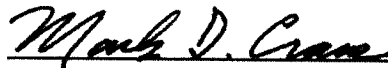
**CURRENT SPEED DATA:**

**NORTHBOUND – SOUTHBOUND**

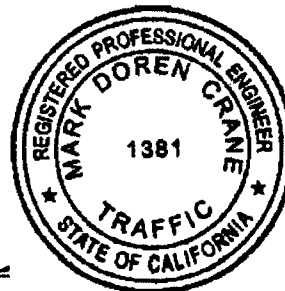
50 <sup>TH</sup> Percentile	26 mph
85 <sup>th</sup> Percentile	30 mph
10 mph Pace	22-31 mph
Percent in Pace	91%
Percent Below Pace	6%
Percent Above Pace	3%
Percent complying with speed limit:	44%

**RECOMMENDED SPEED LIMIT: 30 MILES PER HOUR (MPH)**

Justification:



Mark D. Crane, PE  
Registered Traffic Engineer  
Crane Transportation Group



Exp. 12/31/23

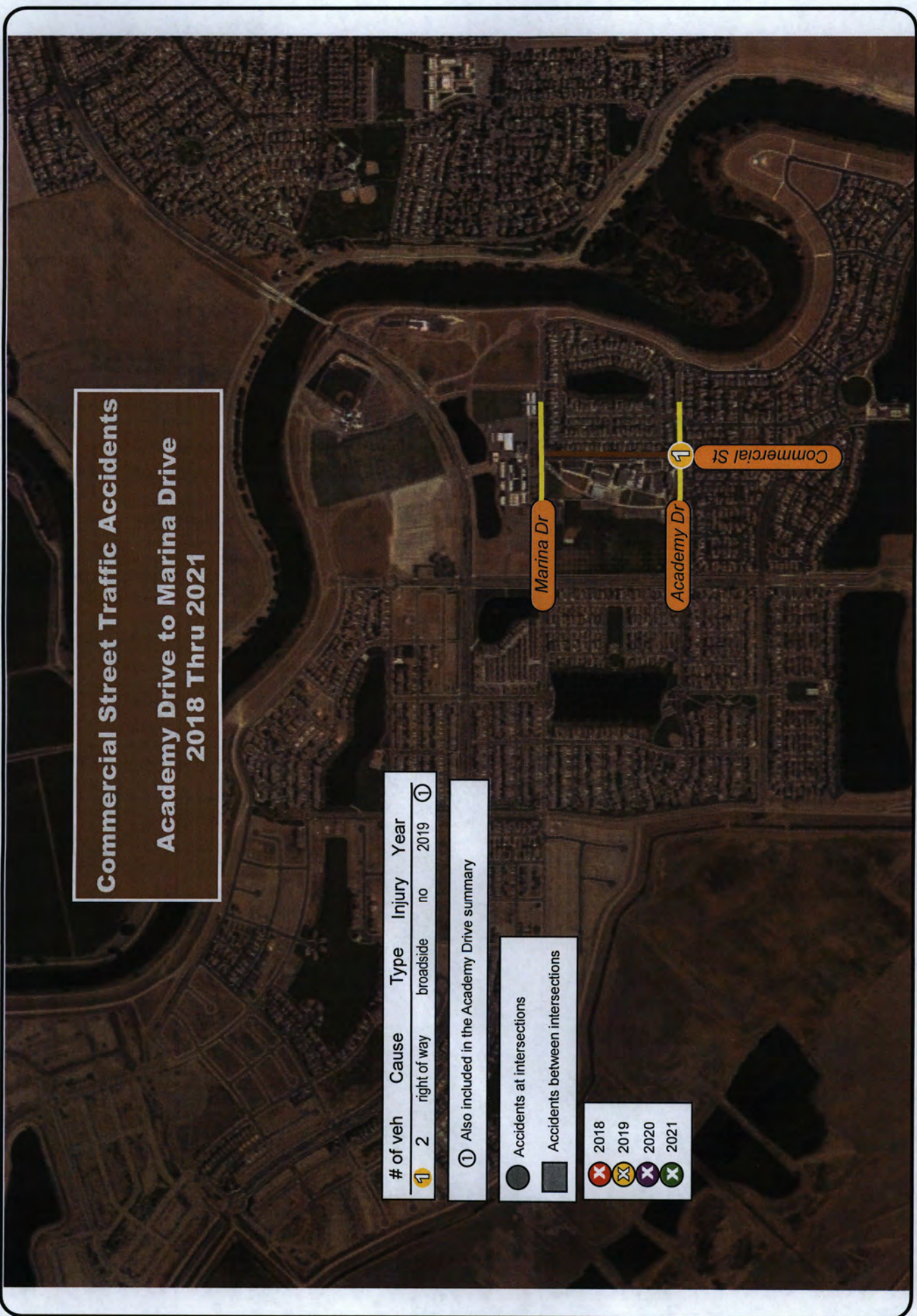
**Commercial Street Traffic Accidents  
Academy Drive to Marina Drive  
2018 Thru 2021**

# of veh	Cause	Type	Injury	Year
1	right of way	broadside	no	2019

① Also included in the Academy Drive summary

● Accidents at intersections  
■ Accidents between intersections

✘ 2018  
✘ 2019  
✘ 2020  
✘ 2021



CRANE TRANSPORTATION GROUP

**Figure 7A  
Commercial Street Traffic Accidents  
Years 2018 through 2021**

# IDAX RADAR SAMPLE SPEED SURVEY

**ROADWAY SURVEYED:** Commercial St  
**SURVEY LIMITS:** Marina Dr & Academy Dr  
**SURVEY DATE:** Thursday, May 26, 2022  
**ROAD CONDITION:** New  
**SURVEY START TIME:** 12:50:00 PM  
**SURVEY END TIME:** 3:10:00 PM  
**STREET CLASSIFICATION:** Arterial  
**POSTED SPEED:** 25 MPH  
**DIRECTION OF TRAFFIC:** NB SB

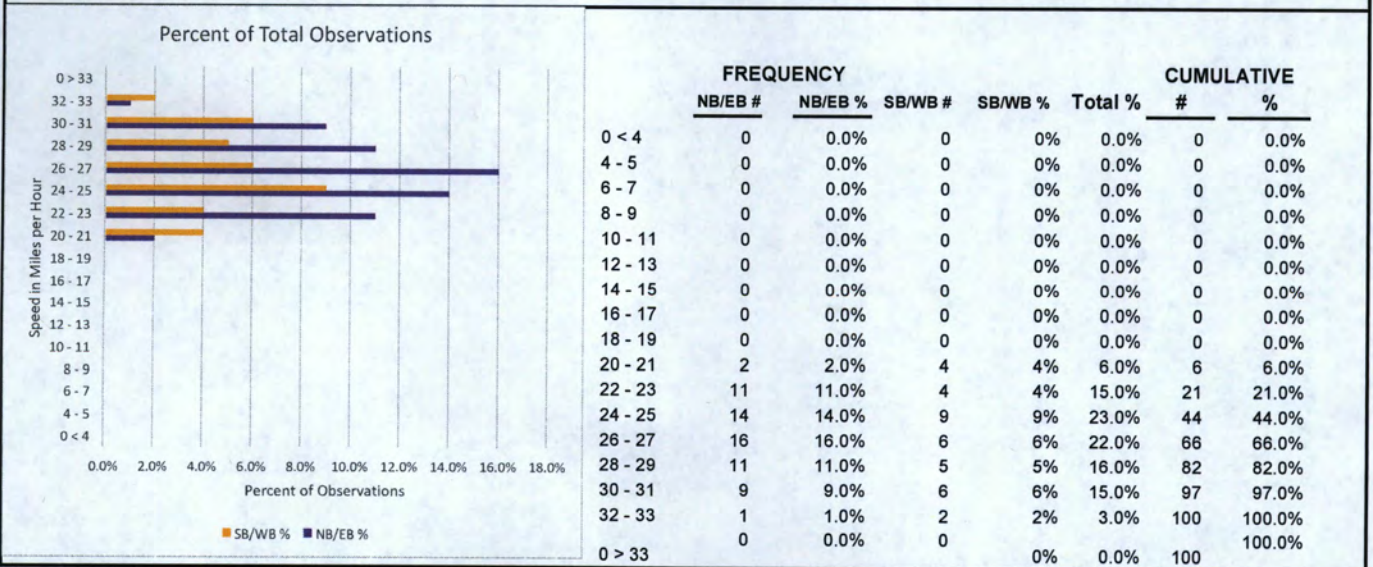
**LOCATION:** 12  
**COLLECTOR:** Randy  
**WEATHER:** Sunny  
**# OF LANES:** 2

<b>CRITICAL SPEED (85TH PERCENTILE)</b>  <b>30 MPH</b>	<b>50TH PERCENTILE</b>  <b>26 MPH</b>	<b>15TH PERCENTILE</b>  <b>23 MPH</b>	<b>PACE SPEED</b> <b>22 MPH</b> Below Pace 6.0% <b>TO</b> In Pace 91.0% <b>31 MPH</b> Above Pace 3.0%
<b>PRIMA FACIE SPEED LIMIT</b> <b>25 MPH</b> 44.0% COMPLYING	<b>EXISTING SPEED LIMIT</b> <b>25 MPH</b> 44.0% COMPLYING		
<b>DIRECTION OF COLLECTION</b> #Entries 100 NB/EB 64 64.0% SB/WB 36 36.0%			

UNUSUAL CONDITIONS: NONE

RECOMMENDED SPEED LIMIT: TBD MPH

SPEED ZONE LIMITS: 25 MPH



## ITEM 5.2

### CITY MANAGER'S REPORT MARCH 13, 2023 CITY COUNCIL REGULAR MEETING

**ITEM:** PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER APPROVAL OF NEW FEES AND UPDATE FEES TO THE PUBLIC SAFETY SECTION OF THE CITY OF LATHROP'S MASTER FEE SCHEDULE

**RECOMMENDATION:** Council to Consider the Following:

1. Hold a Public Hearing; and
2. Adopt Resolution Approving the New Fees and Updated Fees to the Public Safety Section of the City of Lathrop's Master Fee Schedule

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#### SUMMARY:

The Lathrop Police Department (LPD) took over law enforcement services from the San Joaquin County Sheriff's office on June 29, 2022. LPD Command Staff reviewed the services being provided to the community and proposes that Council establish fees for some of those services. In addition, staff performed a comparative fee study (Attachment C) of the fees and services offered by surrounding law enforcement agencies and, based on those findings, identified a list of services that law enforcement agencies provide and the fees for each of those services. The proposed fees to be added to the Public Safety section of the adopted Master Fee Schedule for the City of Lathrop are consistent with other surrounding municipalities and law enforcement agencies.

The proposed LPD fees are set to recover a portion of the cost of providing selected services to individuals, groups, and business entities. The fees are "user fees," in the sense that the user of the service pays for them, such as Live Scan or Fingerprinting services. All new and/or updated fees in the City of Lathrop's Master Fee Schedule must be adopted by the City Council during a public hearing. The purpose of having all fees consolidated into one Master Fee Schedule is to assist City staff and the public in quickly identifying the appropriate fee.

The proposed new fees to be added to the Public Safety section of the adopted Master Fee Schedule are outlined in the table below:

Account Number	Description	Proposed Fee
1010-40-30-341-03-01	Accident Reports	\$10 plus \$0.10 per page after 25 <sup>th</sup> page No Fee for Electronic Copy
N/A	Alarm Permit	No Fee
1010-40-30-341-03-02	Audiotapes	\$10
N/A	Citation Copy	No Fee

**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**

**PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER APPROVAL OF NEW FEES AND UPDATED FEES TO THE PUBLIC SAFETY SECTION OF THE CITY OF LATHROP’S MASTER FEE SCHEDULE**

N/A	Citation Sign Off – Other Agencies	No Fee
1010-40-30-341-03-04	Clearance Letter	\$20
1010-40-30-341-03-05	Crime Report Copies	\$10 plus \$0.10 per page after 25 <sup>th</sup> page (Free to DV, Sex Crimes, & Elder Abuse Victims per Family Code 6228) No Fee for Electronic Copy
1010-40-30-341-03-06	False Alarms	No Fee – 1 <sup>st</sup> Response \$25 – 2 <sup>nd</sup> Response \$50 – 3 <sup>rd</sup> Response \$100 – 4 <sup>th</sup> Response \$200 – 5 <sup>th</sup> Response \$250 – 6 <sup>th</sup> and above
1010-40-30-341-03-07	Fingerprinting (Live Scan)	\$20 plus DOJ and/or FBI Cost
1010-40-30-341-03-08	Photographs	\$10 per case No Fee for Electronic Copy
1010-40-30-341-03-09	Repossession	\$15 (Pursuant to Gov’t Code 41612)
1010-40-30-341-03-10	Solicitor Permits	\$75
N/A	Sound Permits	No Fee
1010-40-30-341-03-11	Videotapes/DVD/Thumbdrive	\$10
N/A	Vin Verification	No Fee

Organizationally, with the addition of the Lathrop Police Department to the City, Animal Services was moved from Community Services to Public Safety. Staff is proposing to update the adopted Animal Service fees for DHLPP, Bordetella, and FVCRP vaccines from \$6 to the actual cost the City pays for the vaccines. This update will be consistent with other vaccine and test fees that are charged at actual cost. Additionally, staff would like Council to approve the addition of language to the adopted Vehicle Release Fee to make clear that there will be no fee imposed on victims of any crime.

The proposed changes to the adopted Master Fee Schedule to be updated in the Public Safety section is outlined in the table below:

**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**

**PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER APPROVAL OF NEW FEES AND UPDATED FEES TO THE PUBLIC SAFETY SECTION OF THE CITY OF LATHROP’S MASTER FEE SCHEDULE**

<b>Account Number</b>	<b>Description</b>	<b>Adopted Fee</b>	<b>Proposed Updated Fee</b>
1010-40-20-371-01-00	Vaccine – Dog – DHLPP	\$6	Actual Cost
1010-40-20-371-01-00	Vaccine – Dog – Bordetella	\$6	Actual Cost
1010-40-20-371-01-00	Vaccine – Cat - FVRCR	\$6	Actual Cost
1010-40-30-352-02-00	Vehicle Release Fee	\$125	\$125 No Fee for Victims of Crime

**BACKGROUND:**

The Lathrop Police Department took over law enforcement services from the San Joaquin County Sheriff’s office on June 29, 2022. User services, such as Live scan or fingerprinting, citation sign offs, and various reports and permits are just some of the services offered to the public by the police department. The proposed police department fees are set to recover a portion of the cost of providing services to individuals, groups, and business entities.

The proposed fees to be added to the Public Safety section of the adopted Master Fee Schedule for the City of Lathrop are consistent with other surrounding municipalities and law enforcement agencies in the surrounding area. Staff performed a comparative fee study (Attachment C) of the fees and services offered by surrounding law enforcement agencies and, based on those findings, identified a list of services that law enforcement agencies provide and the fees for each of those services. Most fees are aimed to recover most of the cost of service; however, there are several conditions or situations where fees may not be required. Fees such as Alarm Permit Fees and Sound Permits are free of charge to encourage compliance from the public. Additionally, staff would like to add language to the current Vehicle Release Fee to clarify that there is no fee for victims of any crime to ensure that these community members are not further penalized for actions out of their control.

Organizationally, with the addition of the Lathrop Police Department to the City, Animal Services was moved from Community Services to Public Safety. Staff is proposing to update the adopted Animal Service fees for DHLPP, Bordetella, and FVRCR vaccines from \$6 to the actual cost the City pays for the vaccine. This proposed update is consistent with other vaccine and test fees that are charged at actual cost.

**REASON FOR RECOMMENDATION:**

Staff reviewed existing fees in the Public Safety section of the adopted Master Fee Schedule for the City of Lathrop and determined that City has not established fees for some of the services offered by the Lathrop Police Department to the public. The proposed new fees and updated fees are meant to recover most of the costs for services that are offered by LPD.

**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING  
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER APPROVAL OF NEW  
FEES AND UPDATED FEES TO THE PUBLIC SAFETY SECTION OF THE CITY OF  
LATHROP'S MASTER FEE SCHEDULE**

**FISCAL IMPACT:**

The user fees are set to recover most of the cost of providing selected services. There is no cost associated with this proposal other than the staff time to prepare the proposed new and updated fees and draft this report.

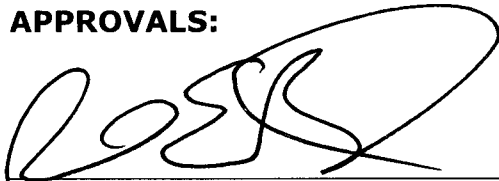
**ATTACHMENTS:**

- A. Resolution Approving the New and Updated Fees to the Public Safety Section of the City of Lathrop's Master Fee Schedule
- B. Updated Public Safety Section of the City of Lathrop Master Fee Schedule
- C. Cost Comparison Worksheet of Surrounding Law Enforcement Agencies



**CITY MANAGER'S REPORT** **PAGE 5**  
**MARCH 13, 2023 CITY COUNCIL REGULAR MEETING**  
**PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER APPROVAL OF NEW**  
**FEEES AND UPDATED FEES TO THE PUBLIC SAFETY SECTION OF THE CITY OF**  
**LATHROP'S MASTER FEE SCHEDULE**

**APPROVALS:**



Raymond Bechler  
Chief of Police

3/2/23  
Date



Cari James  
Finance Director

3/7/2023  
Date



Salvador Navarrete  
City Attorney

3.7.2023  
Date



Stephen J. Salvatore  
City Manager

3.7.23  
Date

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING NEW FEES AND UPDATED FEES TO THE PUBLIC SAFETY SECTION OF THE CITY OF LATHROP'S MASTER FEE SCHEDULE**

**WHEREAS**, the Lathrop Police Department (LPD) took over law enforcement services from the San Joaquin County Sheriff's office on June 29, 2022; and

**WHEREAS**, LPD Command Staff reviewed the services provided to the community and proposed to Council to establish fees for some of those services; and

**WHEREAS**, the Lathrop Municipal Code (LMC) 6.08.100 allows for the adoption of new or revised fees by resolution; and

**WHEREAS**, staff performed a comparative fee study of the fees and services offered by surrounding law enforcement agencies and, based on those findings, identified a list of services that law enforcement agencies provide and the fees for those services; and

**WHEREAS**, the proposed fees to be added to the Public Safety section of the adopted Master Fee Schedule are consistent with other surrounding municipalities and law enforcement agencies; and

**WHEREAS**, the proposed fees are calculated to recover a portion of the cost of providing services to individuals, groups, and business entities. The fees are "user fees," in the sense that the user of the service pays for them, such as Live Scan or Fingerprinting services; and

**WHEREAS**, Animal Services was moved from Community Services to Public Safety, and staff is proposing to update the adopted Animal Service fees for DHLPP, Bordetella, and FVRCP vaccines from \$6 to the actual cost the City pays for the vaccines and this update will bring the vaccine fees to be consistent with the other vaccine and test fees that are charged at actual cost; and

**WHEREAS**, staff recommends Council to add language to the adopted Vehicle Release Fee to make clear that there will be no fee for victims of any crime; and

**WHEREAS**, all new and/or updated fees in Lathrop's Master Fee Schedule must be adopted by the City Council during a public hearing; and

**WHEREAS,** the Lathrop City Council finds the adoption of the new or revised fees are statutory exempt from the provisions of the California Environmental Quality Act (CEQA), since the revenue received from the fees are used for the sole purpose of meeting the daily operating expenses of the City of Lathrop and not for any capital project; and

**NOW THEREFORE, BE IT RESOLVED,** the City Council of the City of Lathrop does hereby approve the following proposed new fees to be added to the Public Safety section of the adopted Master Fee Schedule as outlined in the table below:

<b>Account Number</b>	<b>Description</b>	<b>Proposed Fee</b>
1010-40-30-341-0301	Accident Reports	\$10 plus \$0.10 per page after 25 <sup>th</sup> page No Fee for Electronic Copy
N/A	Alarm Permit	No Fee
1010-40-30-341-03-02	Audiotapes	\$10
N/A	Citation Copy	No Fee
N/A	Citation Sign Off - Other Agencies	No Fee
1010-40-30-341-03-04	Clearance Letter	\$20
1010-40-30-341-03-05	Crime Report Copies	\$10 plus \$0.10 per page after 25 <sup>th</sup> page (Free to DV, Sex Crimes, & Elder Abuse Victims per Family Code 6228) No Fee for Electronic Copy
1010-40-30-341-03-06	False Alarms	No Fee – 1 <sup>st</sup> Response \$25 – 2 <sup>nd</sup> Response \$50 – 3 <sup>rd</sup> Response \$100 – 4 <sup>th</sup> Response \$200 – 5 <sup>th</sup> Response \$250 – 6 <sup>th</sup> and above
1010-40-30-341-03-07	Fingerprinting (Live Scan)	\$20 plus DOJ and/or FBI Cost
1010-40-30-341-03-08	Photographs	\$10 per case No Fee for Electronic Copy
1010-40-30-341-03-09	Repossession	\$15 (Pursuant to Gov't Code 41612)
1010-40-30-341-03-10	Solicitor Permits	\$75
N/A	Sound Permits	No Fee
1010-40-30-341-03-11	Videotapes/DVD/Thumbdrive	\$10
N/A	Vin Verification	No Fee

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop does hereby approve the following proposed updates to fees in the Public Safety section of the City of Lathrop’s Master Fee Schedule outlined in the table below:

<b>Account Number</b>	<b>Description</b>	<b>Prior Adopted Fee</b>	<b>Proposed Updated Fee</b>
1010-40-20-371-01-00	Vaccine - Dog - DHLPP	\$6	Actual Cost
1010-40-20-371-01-00	Vaccine - Dog - Bordetella	\$6	Actual Cost
1010-40-20-371-01-00	Vaccine - Cat - FVRCP	\$6	Actual Cost
1010-40-30-352-02-00	Vehicle Release Fee	\$125	\$125 No Fee for Victims of Crime

**BE IT FURTHER RESOLVED,** that these new or revised fees shall not take effect until sixty (60) days after the effective date of this resolution.

The foregoing resolution was passed and adopted this 13<sup>th</sup> day of March 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

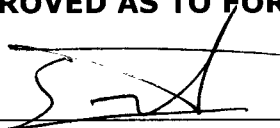
ABSTAIN:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

VI. PUBLIC SAFETY - POLICE SERVICES

Attachment B

<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>ADOPTED FEE</u>
<u>1010-40-30-341-03-01</u>	<u>Accident Report</u>	<u>\$10 plus \$0.10 per page after 25th page</u>
<u>N/A</u>	<u>Alarm Permit</u>	<u>No Fee</u>
<u>1010-40-30-341-03-02</u>	<u>Audiotapes</u>	<u>\$ _____ 10</u>
<u>N/A</u>	<u>Citation Copy</u>	<u>No Fee</u>
<u>N/A</u>	<u>Citation Sign Off - Other Agencies</u>	<u>No Fee</u>
<u>1010-40-30-341-03-04</u>	<u>Clearance Letter</u>	<u>\$ _____ 20</u>
<u>1010-40-30-341-03-05</u>	<u>Crime Report Copies</u>	<u>\$10 plus \$0.10 per page after 25th page (Free to DV, Sex Crimes, &amp; Elder Abuse Victims per Family Code 6228) <u>No Fee for Electronic Copy</u></u>
<u>1010-40-30-341-03-06</u>	<u>False Alarms</u>	<u>No Fee - 1st Response \$25 - 2nd Response \$50 - 3rd Response \$100 - 4th Response \$200 - 5th Reponse \$250 - 6th Response +</u>
<u>1010-40-30-341-03-07</u>	<u>Fingerprinting (Live Scan)</u>	<u>\$20 plus DOJ and/or FBI Cost</u>
<u>1010-40-30-341-03-08</u>	<u>Photographs</u>	<u>\$10 per case <u>No Fee for Electronic Copy</u></u>
<u>1010-40-30-341-03-09</u>	<u>Repossession</u>	<u>\$15 (State Fee)</u>
<u>1010-40-30-341-03-10</u>	<u>Solicitor's Permit</u>	<u>\$ _____ 75</u>
<u>N/A</u>	<u>Sound Permits</u>	<u>No Fee</u>
<u>1010-40-30-352-02-00</u>	<u>Vehicle Release Fee</u>	<u>\$ _____ 125 <u>No Fee for Victims of Crime</u></u>
<u>1010-40-30-341-03-11</u>	<u>Videotapes/DVD/Thumbdrive</u>	<u>\$ _____ 10</u>
<u>N/A</u>	<u>Vin Verification</u>	<u>No Fee</u>

## VI. PUBLIC SAFETY - COMMUNITY SERVICES

ACCOUNT NUMBER	DESCRIPTION	ADOPTED FEE
1010-40-20-341-02-03	<b><u>A. INSPECTIONS</u></b>	
	*Inspection Fee	\$ 50
	*Administrative Fee	\$ 50
	Abatement Fee	Actual City Cost plus 15% Administrative Fee
1010-40-20-351-03-00	<b><u>B. CITATIONS</u></b>	
	1st Administrative Citation	\$100
	2nd Administrative Citation	\$250
	3rd Administrative Citation	\$500
1010-40-20-351-03-00	<b><u>C. PENALTIES</u></b>	
	(Non-payment of Charges)	
	Balances older than 30 days	10% of balance
	Balances older than 60 days	1/2% of balance per month
	Civil Penalties	
	LMC 1.12.260 E - Maximum \$100,000 per parcel or structure per year	\$1,000 per day
1010-40-20-351-03-00	<b><u>D. MISCELLANEOUS FEES</u></b>	
	Administrative Fees:	
	LMC 1.12.100 D - actual costs incurred for investigation, inspection, reinspection, title search, appeal hearing, other processing costs associated with violations	Actual City Cost
	Abatement:	
	LMC 1.12.230 F	Actual City Cost

## VI. PUBLIC SAFETY - COMMUNITY SERVICES

ACCOUNT NUMBER	DESCRIPTION	ADOPTED FEE
	Code Compliance investigation report: any additional support costs including building inspection time, court fees, filing fees, attorney fees	\$ 159
<b><u>IMPOUND FEES/PENALTIES</u></b>		
<b>Small Animal (per animal)</b>		
<i>Over Counter</i>		
	<b>DOG</b>	
1010-40-20-371-01-00	First Impound	\$ 40
1010-40-20-371-01-00	Second Impound	\$ 80
1010-40-20-371-01-00	Third Impound	\$ 150
1010-40-20-371-01-00	Fourth + Impound	\$ 150
<i>Over Counter</i>		
	<b>CAT</b>	
1010-40-20-371-01-00	First Impound	\$ 40
1010-40-20-371-01-00	Second Impound	\$ 80
1010-40-20-371-01-00	Third Impound	\$ 150
1010-40-20-371-01-00	Fourth + Impound	\$ 150
<i>Over Counter</i>		
	<b>OTHER (small animal)</b>	
1010-40-20-371-01-00	First Impound	\$ 35
1010-40-20-371-01-00	Second Impound	\$ 40
1010-40-20-371-01-00	Third Impound	\$ 45
1010-40-20-371-01-00	Fourth + Impound	\$ 45
<i>Over Counter</i>		
1010-40-20-371-01-00	<b>SENIOR DISCOUNT (65 or older)</b>	\$ 20
<b>STATE LAW CIVIL PENALTY (Dog &amp; Cat)</b>		
1010-40-20-341-01-20	First Impound	\$ 35
1010-40-20-341-01-20	Second Impound	\$ 50
1010-40-20-341-01-20	Third Impound	\$ 100
<b>LIVESTOCK/LARGE ANIMAL (per animal) (+ Hourly Rate/Employee - H.R.) (+ Hauling)</b>		
1010-40-20-371-01-00	First Impound	\$ 150
1010-40-20-371-01-00	Second Impound	\$ 200
1010-40-20-371-01-00	Third Impound	\$ 250
1010-40-20-371-01-00	Fourth + Impound	\$ 250
<b>LIVESTOCK/SMALL ANIMAL (per animal)</b>		



## VI. PUBLIC SAFETY - COMMUNITY SERVICES

ACCOUNT NUMBER	DESCRIPTION	ADOPTED FEE	
	<i>(+ Hourly Rate/Employee - H.R.) (+ Hauling)</i>		
1010-40-20-371-01-00	First Impound	\$	150
1010-40-20-371-01-00	Second Impound	\$	200
1010-40-20-371-01-00	Third Impound	\$	250
1010-40-20-371-01-00	Fourth + Impound	\$	250
	<b><u>LIVESTOCK HAULING</u></b>		
1010-40-20-371-01-00	<i>(+ Hourly Rate/Employee - H.R.)</i>	\$	80
	<b><u>LICENSE/PERMITS</u></b>		
	<b><u>LICENSES</u></b>		
	<b><u>DOG</u></b>		
1010-40-20-321-01-00	1-Year Altered	\$	20
1010-40-20-321-01-00	1-Year Unaltered	\$	80
1010-40-20-321-01-00	2-Year Altered	\$	40
1010-40-20-321-01-00	2-Year Unaltered	\$	160
	<b>SENIOR DISCOUNT (65 or older)</b>		
1010-40-20-321-01-00	1-Year Altered	\$	10
1010-40-20-321-01-00	1-Year Unaltered	\$	40
1010-40-20-321-01-00	2-Year Altered	\$	20
1010-40-20-321-01-00	2-Year Unaltered	\$	80
1010-40-20-321-01-00	DELINQUENT PENALTY	\$	30
1010-40-20-321-01-00	SENIOR DISCOUNT PENALTY	\$	15
1010-40-20-321-01-00	REPLACEMENT TAG	\$	5
1010-40-20-321-01-00	TRANSFER TAG	\$	5
1010-40-20-321-01-00	SENIOR DISCOUNT REPLACE/TRANS	\$	2
	<b><u>PERMITS (Annual)</u></b>		
1010-40-20-321-03-00	Potentially Dangerous Animal	\$	250
1010-40-20-321-03-00	Dangerous Animal	\$	250
1010-40-20-321-03-00	Vicious Animal	\$	250
	Potentially/Dangerous Animal		
1010-40-20-321-03-00	Reinspection Fee	\$	100
1010-40-20-321-04-00	Kennel Permit	\$	150
1010-40-20-321-04-00	Kennel Permit Renewal	\$	100
1010-40-20-321-02-00	Discharge Firearm in City Limits	\$	150

## VI. PUBLIC SAFETY - COMMUNITY SERVICES

ACCOUNT NUMBER	DESCRIPTION	ADOPTED FEE
1010-40-20-321-03-00	Delinquent Permit Penalty	\$ 100
<b>ADOPTION</b>		
<b>ADOPTION FEE</b>		
<b>DOG</b>		
<i>Petsmart</i>		
1010-40-20-371-01-03	Male	\$ 20
1010-40-20-371-01-03	Female	\$ 20
<b>CAT</b>		
<i>Petsmart</i>		
1010-40-20-371-01-03	Male	\$ 20
1010-40-20-371-01-03	Female	\$ 20
<b>RABBIT (small animal)</b>		
<i>Petsmart</i>		
1010-40-20-371-01-03	Male/Female	\$ 10
<b>ADOPTION ALTER FEE</b>		
<i>Petsmart</i>		
1010-40-20-371-01-03	Dog	Dept. Cost
1010-40-20-371-01-03	Cat	Dept. Cost
1010-40-20-371-01-03	Other	Dept. Cost
<b>LIVESTOCK ADOPTION FEE</b>		
1010-40-20-371-01-00	Over 500 Lbs.	Market
1010-40-20-371-01-00	Under 500 Lbs.	\$ 20
1010-40-20-371-01-00	<b>EXOTICS ADOPTION FEE</b>	Market
<b>OTHER ADOPTION FEE</b>		
<i>Petsmart</i>		
1010-40-20-371-01-03	Senior Citizen 65+ (Senior animal (5+yrs.) for senior citizens)	\$ 10
<b>DAILY BOARD/CARE</b>		
1010-40-20-371-01-00	Dog	\$ 10
1010-40-20-371-01-00	Cat	\$ 10
1010-40-20-371-01-00	Small Animal	\$ 6
1010-40-20-371-01-00	Reptile	\$ 6
1010-40-20-371-01-00	Livestock Over 500 Lbs.	\$ 20
1010-40-20-371-01-00	Livestock Under 500 Lbs.	\$ 20
1010-40-20-371-01-00	Animal Offsite	Actual Cost
<b>BITING ANIMALS</b>		
1010-40-20-371-01-00	Home Quarantine	\$ 60
1010-40-20-371-01-00	Shelter Quarantine	\$ 60

## VI. PUBLIC SAFETY - COMMUNITY SERVICES

ACCOUNT NUMBER	DESCRIPTION	ADOPTED FEE
1010-40-20-371-01-00	Transport Fee	\$ 40
1010-40-20-371-01-00	Isolation Board Fee/Day	\$ 10
<b>TESTING</b>		
1010-40-20-371-01-00	Test Only	Actual Cost
1010-40-20-371-01-00	Euthanasia & Testing	Actual Cost
<b><u>OWNER SURRENDER</u></b>		
<b>RELEASE</b>		
OWNED ANIMAL TO SHELTER (per animal)		
1010-40-20-371-01-00	Dog	\$ 45
1010-40-20-371-01-00	Cat	\$ 45
1010-40-20-371-01-00	Other Small	\$ 45
<b>OWNED LITTER TO SHELTER</b>		
1010-40-20-371-01-00	(2 months or less/per litter)	\$ 45
<b>IMPOUNDED LIVESTOCK (per animal)</b>		
1010-40-20-371-01-00	Over 500 Lbs.	\$ 150
1010-40-20-371-01-00	Under 500 Lbs.	\$ 150
<b>PICK UP</b>		
1010-40-20-371-01-00	OWNED ANIMAL IN FIELD (Per animal or litter + Cost of surrender)	\$ 85
<b>ANIMAL EUTHANASIA &amp; DISPOSAL</b>		
1010-40-20-371-01-00	SMALL ANIMAL	\$ 50
1010-40-20-371-01-00	LIVESTOCK	Actual Cost
<b>DISPOSAL FEE</b>		
1010-40-20-371-01-00	SMALL ANIMAL @SHELTER	\$ 20
1010-40-20-371-01-00	LIVESTOCK @SHELTER	Actual Cost
<b>PICK UP FEE (+Disposal Fee)</b>		
OWNED DEAD (on private property)		
1010-40-20-371-01-00	Cat	\$ 60
1010-40-20-371-01-00	Dog	\$ 60
1010-40-20-371-01-00	Large Animal	Actual Cost
<b>SERVICES</b>		
1010-40-20-371-01-00	Transport Injured Animal To Vet (Owned Animal - Emergency Transport)	\$ 299

## VI. PUBLIC SAFETY - COMMUNITY SERVICES

ACCOUNT NUMBER	DESCRIPTION	ADOPTED FEE
	<b>AFTER HOURS EMERGENCY CALL</b>	
1010-40-20-371-01-00	Response	\$ 314
1010-40-20-371-01-00	Tranquilize Owned Animal	Actual Cost
	<b>TRAP RENTALS - SMALL ANIMAL</b>	
	<i>Over Counter</i>	
1010-40-20-371-01-00	Deposit	\$ 75
1010-40-20-371-01-00	Rental Fee/ Day	\$ 2
1010-40-20-371-01-00	Late Fee / Day	\$ 5
	<b>VETERINARY/MEDICAL SERVICES</b>	
	<b>VACCINES</b>	
	<i>Petsmart</i>	
	DOG	
1010-40-20-371-01-03	DHLPP	\$6 <u>Actual Cost</u>
1010-40-20-371-01-03	BORDATELLA	\$6 <u>Actual Cost</u>
1010-40-20-371-01-03	RABIES	Actual Cost
	<i>Petsmart</i>	
	CAT	
1010-40-20-371-01-03	FVRCP	\$6 <u>Actual Cost</u>
1010-40-20-371-01-03	RABIES	Actual Cost
	<i>Petsmart</i>	
	<b>TESTS</b>	
1010-40-20-371-01-03	HEARTWORM	Actual Cost
1010-40-20-371-01-03	FELV	Actual Cost
1010-40-20-371-01-03	FIV	Actual Cost
1010-40-20-371-01-03	PANLEUKOPENIA	Actual Cost
	<i>Petsmart</i>	
1010-40-20-371-01-03	<b>MICROCHIP</b>	\$ 15
1010-40-20-371-01-00	<b>PRESCRIBED MEDICATION</b>	Actual Cost

COMPARATIVE FEE STUDY - SURROUNDING LAW ENFORCEMENT AGENCIES

Attachment C

SERVICE TYPE	ELK GROVE PD	LODI PD	MANATECA PD	RIPON PD	STOCKTON PD	TRACY PD	PROPOSED LATHROP PD FEES
ACCIDENT REPORT COPIES	NO FEE	\$10 PER PAGE	\$1.00 FIRST PAGE, \$.10 EACH ADD PAGE	\$1.10 PER PAGE (IF UNDER \$1.00/NO FEE)	\$1.10 PER PAGE FOR PAPER COPY \$11.75 + .10 PER PAGE FOR MAILED COPY NO FEE FOR ELECTRONIC COPY	\$10 FLAT FEE	\$10.00 PLUS \$0.10 PER PAGE AFTER 25TH PAGE
ALARM PERMIT	\$50.00	\$25.00	NO FEE	NO FEE	\$64.25 PERMIT \$28.25 RENEWAL	\$26.00	NO FEE FOR ELECTRONIC COPY
AUDIOTAPES	N/A	N/A	\$10.00	N/A	N/A	N/A	\$10.00
CITATION COPY	N/A	N/A	\$20.00	N/A	N/A	N/A	NO FEE
CITATION SIGN OFF-OTHER AGENCIES	NO FEE	\$10.00	\$20.00	NO FEE	\$11.00 (ON SITE) \$35.00 (OFF-SITE)	\$19.00	NO FEE
CLEARANCE LETTER	NOT LISTED	\$22.00	\$20.00	N/A	\$24.00	\$19.00	\$20.00
CRIME REPORT COPIES	NO FEE	\$10 PER PAGE	\$1.00 FIRST PAGE, \$.10 EACH ADD PAGE	\$1.10 PER PAGE (IF UNDER \$1.00/NO FEE)	\$1.10 PER PAGE FOR PAPER COPY \$.10 PER PAGE FOR MAILED COPY NO FEE FOR ELECTRONIC COPY	\$15 PER PAGE	\$20.00 PLUS \$0.10 PER PAGE AFTER 25TH PAGE (FREE TO DV, SEX CRIMES, & ELDER ABUSE VICTIMS PER FAMILY CODE 6228)
FALSE ALARM COST	\$75.00 3RD RESPONSE \$100.00 4TH RESPONSE \$200 5TH RESPONSE \$250.00 6+ (\$50.00 MORE FOR PANIC/ROBBERY ALARM)	WARNING LETTER 1ST RESPONSE \$50.00 OR SCHOOL 2ND RESPONSE \$100.00 PLUS POSTAGE FEES 3RD RESPONSE \$200.00 PLUS POSTAGE FEES 4TH RESPONSE \$500.00 PLUS POSTAGE FEES 5+ RESPONSE	\$100.00 3RD RESPONSE \$200.00 4TH RESPONSE \$300.00 5TH RESPONSE \$200.00 NO ALARM PERMIT \$100.00 NO RESPONDER	NO FEE	\$98.75 (2 IN 90 DAYS) \$98.75 (ACTIVATED BY ALARM USER) \$93.25 (NON-RESPONSE TYPE) \$312.00 (NO PERMIT ON FILE)	\$38.00 4TH RESPONSE \$65.00 5TH RESPONSE \$83.00 6TH RESPONSE \$94.00 7TH RESPONSE	NO FEE FOR ELECTRONIC COPY NO FEE - 1ST RESPONSE \$25.00 - 2ND RESPONSE \$50.00 - 3RD RESPONSE \$100.00 - 4TH RESPONSE \$200.00 - 5TH RESPONSE \$250.00 - 6TH RESPONSE +
FINGERPRINTING (LIVE SCAN)	NOT AVAIL FOR PUBLIC/BUSINESS LICENSE	\$20 PLUS DOJ AND/OR FBI COST	\$30.00	\$20.00 PLUS DOJ AND/OR FBI COST	\$24.00 PLUS DOJ AND/OR FBI COST	\$20.00 PLUS DOJ AND/OR FBI COST	\$20.00 PLUS DOJ AND/OR FBI COST
PHOTOGRAPHS PER CASE	\$50.00 NO FEE FOR PUBLIC (INS. CO. & LAW FIRM \$10 FEE)	\$10.00	\$10.00	NO FEE IF SENT ELECTRONICALLY (\$52 FOR CD OR \$61 FOR DVD)	\$67.25 PER DVD	\$50.00 PER PHOTO REPRODUCTION - TRAFFIC PHOTO PROCESSING FEE TO INS. CO. \$38	\$10.00 PER CASE NO FEE FOR ELECTRONIC COPY
REPOSSESSION	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	N/A	\$15.00 (PURSUANT TO GOV'T CODE 416A12)
SOLICITOR PERMITS	N/A	\$70.00 PERMIT \$25.00 RENEWAL	\$80.00	NO FEE	N/A	INCLUDED WITH BUSINESS LICENSE	\$75.00
SOUND PERMITS	N/A	NO FEE	\$10.00	\$61 PER DVD	\$10	\$21.12 PER CD/THUMBDRIVE	NO FEE
VIDEOTAPES/DVD/THUMBDRIVE	N/A	NO FEE	\$10.00	\$61 PER DVD	\$10	\$21.12 PER CD/THUMBDRIVE	\$10.00 PER CD/DVD/THUMBDRIVE
VIN VERIFICATION	NOT OFFERED - REFERRED TO DMV	\$45.00	\$20.00	NOT OFFERED - REFERRED TO CHP	NO FEE	\$26.00	NO FEE

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**ITEM: BIENNIAL BUDGET FISCAL YEAR (FY) 2022 – 2023  
MID-YEAR REPORT (YEAR 2)**

**RECOMMENDATION: Adopt a Resolution Approving the Mid-Year Budget Report for Year 2 of the Biennial Budget Fiscal Year 2022-23 and Related Budget Augmentation Request**

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**SUMMARY:**

As part of the Biennial Budget process, a mid-cycle review is conducted on the second year's programmed allocations (Year 2 or FY 2023). The financial review as of December 31, 2022, provides a mid-year budget update to the City Council for the current fiscal year. The purpose of the mid-year review is to update City Council on the financial condition of the City and recommend adjustments to the City's Budget that have been identified subsequent to budget adoption. The annual mid-year budget review is an essential element in maintaining financial stability and transparency. The mid-year budget review process provides the City Council with an opportunity to review the General Fund, make the needed course corrections to achieve a more accurate budget for the current fiscal year (resulting in greater budget transparency), and help shape the development of the next budget cycle. The primary focus of the report is on the General Fund, which accounts for a majority of the City's operations.

At mid-year, a \$110,000 appropriation adjustment is proposed for the General Fund to align the City's expenditures with its current operating needs. The expenditures include technology costs needed to protect the City's network with enhanced cyber security and professional services in the Finance Department for a payroll audit. In addition, funds for police services that were budgeted in Measure C, Mossdale CFD 2004-1, COPS, and CLSP 2019-2 need to be transferred to the General Fund. These transfers align with the funding of the Police Department and are where costs are charged within the general fund.

FY 22-23 Sales Tax and Property Tax revenue are performing better than expected. This is mainly due to an increase in economic development activity throughout the fiscal year. Due to the revised projections, staff proposes increasing sales tax and property tax revenue by \$559 thousand each. Overall, the proposed mid-year adjustments will result in the ending General Fund unallocated fund balance to remain at the current level of \$9.1 million.

In addition, in order for the City to ensure that job descriptions align with job duties the mid-year includes a staff reclassification in the Parks, Recreation and Maintenance Services Department and the Police Department. There is also a request for one new position in the Human Resources Department to facilitate the increased demand with a growing City workforce. The table on the next page is a summary of the proposed reclassifications and new positions created as a result of this alignment.

Dept	From	To	Annual Cost/ (Savings)	FTE
<b>Reclass</b>				
<b>Parks, Rec &amp; Maint Services</b>				
	Parks & Fac Mgr Grade 64	Mgmt Analyst I/II Grade 60	(8,802)	N/A
<b>Police</b>				
	Commander Grade 82	Commander Grade 84	19,800	N/A
<b>New Positions</b>				
<b>Human Resources</b>				
	Human Resources Analyst I/II		132,000	1.0

Staff recommends that the City Council:

1. Adopt the proposed resolution amending Year 2 (FY 2023) of the adopted Biennial Budget for various funds and projects as identified (Attachment B)
2. Approve Police Lieutenant Job Description (Attachment C)
3. Amend the City’s Grade Step Table (Attachment D)
4. Amend the City’s Position Control Roster (Attachment E)
5. Amend Sworn Compensation Plan to add Lieutenant (Attachment F)

**BACKGROUND:**

As part of the Biennial Budget process approved by Council in June 2021, a mid-cycle review is conducted on the second year’s programmed allocations (Year 2 or FY 2023). The mid-cycle financial review (as of December 31, 2022) provides a budget update to the City Council for the current fiscal year. Analysis of the revenues collected and all expenditures through December 31, 2022 measures the budget’s adherence to the Adopted Budget. In limited instances, budget actions are recommended in this report to address unforeseen events at the time the budget document was produced and adopted.

The Mid-Year Budget Report for FY 2023 is presented in two categories:

- **General Fund Mid-Year Status:** provides an overview of the general fund revenue, expenditures, and fund balance performance compared to the fiscal plan.
- **Mid-Year Requests:** summarizes staff’s recommendations to amend the fiscal plan to address program needs or perform technical adjustments.

**General Fund Mid-Year Status**

The General Fund supports most of the City’s expenditures. After six months’ experience in Year 2 of the Biennial Budget, Council is being presented with General Fund budget amendments of \$3,392,755 in revenue and \$3,302,755 in expenditures resulting in a General Fund Balance Reserves ending with a projected balance of \$9.1



million at June 30, 2023.

Revenues:

Overall, staff is projecting General Fund revenues will finish the year at \$28.5 million. FY 22-23 Sales Tax and Property Tax revenue is performing better than expected. This is mainly due to an increase in economic development activity throughout the fiscal year. Due to the revised projections, staff proposes increasing sales tax and property tax revenue by \$559 thousand each. Current revenue trends in property tax and sales tax seem favorable and will be evaluated at the end of Year 2 (FY 2023) to recommend additional adjustments to projections if needed.

Expenditures:

Overall, staff is projecting General fund expenditures will finish the year at \$28.5 million. General Fund expenditures are greater than the amended budget level with an increase of \$110,000. Expenditures have increased as the result of unanticipated technology costs to comply with network security and professional services in the Finance Department to conduct an FLSA payroll audit.

GF Reserves/Fund Balance:

The City's General Fund Reserve provides some flexibility to address one-time priority programs, smooth out economic uncertainties, buffer the swings of state and federal revenues, and temporarily support City operations in the event of a catastrophic event (such as an earthquake or flood).

At year-end for FY 2022, staff reported a General Fund Reserves balance of \$9.1 million. With the Council approved amendments to FY 2023 Budget, staff is projecting a General Fund Reserves balance of \$9.1 million at the end of FY 2023.

**Mid-Year Requests**

As part of the Biennial Budget process approved by Council in June 2021, a mid-cycle review is conducted on the second year's programmed allocations (Year 2 or FY 2023). The Mid-Year Budget Report includes budget amendments reflecting changes to revenues and expenses in the first six months of Year 2 (FY 2023). Adjustments to the fiscal plan are grouped by Staffing and Program/Project Requests.

Staffing

Due to increased responsibilities and the constant search for workflow efficiencies, departments have had the opportunity to review their staffing needs and recommend the following actions:

**Salary Adjustments/Reclassifications**

**1. Parks, Recreation and Maintenance Services**

- a. Reclass Parks and Facilities Manager to Management Analyst I/II – This position will handle accounting duties, including budget preparation, purchasing agreements and contracts, software licensing and assist with

the procurement of equipment. This reclassification results in salary savings from the Parks and Facilities Manager position.

**2. Police Department**

- a. Reclass the two Commander Positions from Grade 82 to Grade 84. In March 2023, the City Council approved the addition of a Police Lieutenant position. This position adds a mid-management rank to the Operations Division to oversee the Patrol Sergeants and provide direction and leadership to the different teams in the Operations Division. In order to keep the separation of salaries consistent on the salary table, the Commander position needs to be moved to a Grade 84.

**3. Human Resources**

- a. Add Human Resource Analyst I/II (Grade 52/56) – This position will support the Human Resources Department with a variety of professional and technical human resources. The need has arisen for this position as there are expanded requests due to the increase in the City workforce.

**General Fund Program/Project Requests**

The following program/project requests require additional funding from the General Fund to address a specific need:

- 1. Information Technology: Increase technical support in the amount of \$100,000 for the purchase of various software and to assist with detecting intrusion of potential cyber-attacks.
- 2. Finance: Increase professional services in the amount of \$10,000 to conduct a Fair Labor Standards Act (FLSA) Payroll audit. Conducting an FLSA audit can benefit the City by ensuring payroll compliance with the transition to the new Lathrop Police Department.

<b>(in millions)</b>	<b>FY 2023 Amended</b>	<b>FY 2023 Mid-Year</b>
Begin Balance	\$ 9.1	\$ 9.1
Revenue	\$24.2	\$28.5
Expenditures	\$25.2	\$28.5
Fund Balance	\$ 8.1	\$ 9.1

**Non-General Fund Adjustments**

The budget augmentations that are being proposed by staff for funds outside of the General Fund have been summarized in the table and list below:

<b><u>Source</u></b>	<b><u>GL Account</u></b>	<b><u>Amount</u></b>
STATE GRANTS FUND - Senate Bill 2 Planning	2160-80-00-331-05-00	55,000
STATE GRANTS FUND - LEAP	2160-80-00-331-05-00	20,000
<b><u>Source</u></b>	<b><u>GL Account</u></b>	<b><u>Amount</u></b>
MEASURE C FUND - Police Services	1060-19-10-425-16-00	(1,798,500)
MEASURE C FUND - Parks & Recreation - Other Maintenance & Repair	1060-19-10-430-26-00	18,500
MEASURE C FUND - Parks & Recreation - Machines and Equipment	1060-19-10-450-20-00	26,000
MEASURE C FUND - Parks & Recreation - Building	1060-19-10-450-36-00	130,000
MEASURE C FUND - Parks & Recreation - Improvements Nonstructure	1060-30-10-450-38-00	50,000
DEPARTMENT OF JUSTICE - COPS FUND - Police Services	2220-40-16-425-10-00	(100,000)
MOSSDALE CFD 2004-1 FUND - Police Services	2570-40-16-425-14-00	(1,119,255)
CLSP CFD 2019-2 FUND - Police Services	2680-50-55-425-15-00	(100,000)
GENERAL GOVERNMENT CIP - GG21-15 - Louise Ave Landscape Improvements	3010-80-00-420-12-00	124,000
GENERAL GOVERNMENT CIP - GG23-16 - Backpack and Food Program	3010-80-00-430-20-00	61,583
GENERAL GOVERNMENT CIP - GG23-17 - Residential Landscape Improvements	3010-80-00-430-20-00	61,582
PARKS & RECREATION CIP - PK22-05 - Community Center - Historic Lathrop	3010-80-00-450-35-00	1,500,000
STREETS CIP - PS06-06 - Louise Ave & I-5 Improvements	3310-80-00-450-35-00	72,801
WATER FUND - Special Fees	5620-50-50-440-40-00	103,934
MWQCF SEWER FUND - Other Maintenance & Repair	6010-50-30-420-75-00	100,000

**REASON FOR RECOMMENDATION:**

The mid-year budget review process provides the City Council with an opportunity to review the General Fund, make the needed course corrections to achieve a more accurate budget for the current fiscal year (resulting in greater budget transparency), and help shape the development of the next budget cycle. The Mid-Year Budget Report provides an opportunity to adjust City operations to align with current City needs by projecting from the prior six months of actual revenue and expenditures.

**FISCAL IMPACT:**

The Mid-Year Budget Report provides the City Council an update on the City's Biennial Budget progression. The fiscal impacts associated with the recommended staffing reclassification in the Parks, Recreation and Maintenance Services Department will result in salary savings as identified. The Police Commander grade movement within the Police Department results in an annual increase as identified in the table above. The addition of the Human Resources Analyst I/II will be funded through vacancy savings in the current fiscal year. The increases associated with these position changes will be absorbed in future years Council approved operating budgets. Operating Program and Capital Improvement Project requests totaling \$2,433,400 across all funds are recommended to be funded from the sources identified in the budget amendments attachment (Attachment B).

**ATTACHMENTS:**

- A. Resolution of the City Council of the City of Lathrop Approving the Mid-Year Budget Report for Year 2 of the Biennial Budget FY 2023 and Related Budget and Position Control Request
- B. Recommended Budget Amendments for Year 2 of Biennial Budget FY 2023
- C. Job Description: Police Lieutenant
- D. Grade Step Table
- E. Position Control Roster
- F. Sworn Compensation Plan

**CITY MANAGER'S REPORT**  
**MARCH 13, 2023, CITY COUNCIL REGULAR MEETING**  
**BIENNIAL BUDGET FISCAL YEAR 2022 – 2023 MIDYEAR REPORT (YEAR 2)**

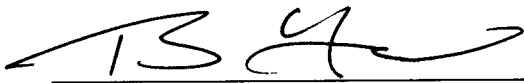
**APPROVALS:**



\_\_\_\_\_  
Sandra Frias  
Sr. Management Analyst

3/7/23

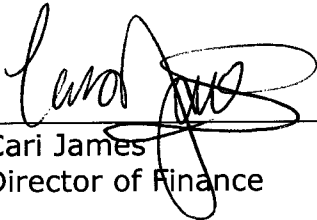
Date



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

3/7/2023

Date



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

3/7/2023

Date



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

3/8/23

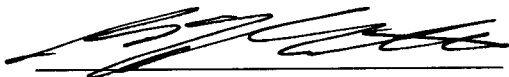
Date



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

3.7.2023

Date



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

3.8.23

Date

**RESOLUTION NO. 23-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING THE MID-YEAR BUDGET REPORT FOR YEAR 2 OF THE  
BIENNIAL BUDGET FY 2023 AND RELATED BUDGET AND POSITION  
CONTROL REQUESTS**

**WHEREAS**, the City Council of the City of Lathrop adopted the Biennial Budget for Fiscal Year 2021/22 and 2022/23 on June 3, 2021 by Resolution No. 21-4885; and

**WHEREAS**, as part of the Biennial Budget process, a mid-cycle review is conducted on the first year's programmed allocations (Year 2 or FY 2023). The financial review as of December 31, 2022, provides a mid-year budget update to the City Council for the current fiscal year.; and

**WHEREAS**, at mid-year, a \$110,000 appropriation adjustment is proposed for the General Fund to align the City's expenditures with its current operating needs.; and

**WHEREAS**, FY 22-23 Sales Tax and Property Tax revenue are performing better than expected. This is mainly due to an increase in economic development activity throughout the fiscal year. Due to the revised projections, staff proposes increasing sales tax and property tax revenue by \$559 thousand each; and

**WHEREAS**, the proposed Mid-Year Report recommends approving the amended Grade Step Table and amending the Position Control roster to reclass and add the following positions:

Dept	From	To	Annual Cost/ (Savings)	FTE
<b>Reclass</b>				
<b>Parks, Rec &amp; Maint Services</b>				
	Parks & Fac Mgr Grade 64	Mgmt Analyst I/II Grade 60	(8,802)	1.0
<b>Police</b>				
	Commander Grade 82	Commander Grade 84	19,800	2.0
<b>New Positions</b>				
<b>Human Resources</b>				
	Human Resources Analyst I/II		132,000	1.0

**WHEREAS**, the proposed Mid-Year Report recommends approving the following new job descriptions and amending the Sworn Compensation Plan:

1. Police Lieutenant; and

**WHEREAS**, the proposed Mid-Year Report recommends amending all other City funds based on changes in revenue and expenditure projections as shown on Attachment B of the staff report and adjustments recommended therein.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the Mid-Year Budget Report for Year 2 of the Biennial Budget FY 2023; and

**BE IT FURTHER RESOLVED**, that these new or revised salary adjustments shall be effective the first full pay period after council adoption.

The foregoing resolution was passed and adopted this 13<sup>th</sup> day of March, 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



## Attachment "B"

**MID-YEAR 2022/23****USE OF FUND BALANCE (Increase/Decrease)**

Source	GL Account	Amount
GENERAL FUND - Landscape Reserves	1010-251-07-00	\$ 124,000
GENERAL FUND - American Rescue Plan Act (ARPA) Reserves	1010-251-09-00	565,000
GENERAL FUND - ARPA Reserves	1010-251-09-00	1,500,000
GENERAL FUND - ARPA Reserves	1010-251-09-00	61,583
GENERAL FUND - ARPA Reserves	1010-251-09-00	61,582
GENERAL FUND - ARPA Reserves	1010-251-09-00	4,000,000
GENERAL FUND - Water & Sewer Reserves	1010-251-04-00	(4,000,000)
<b>Use of Reserves Grand Total:</b>		<b>\$ 2,312,165</b>

**REVENUE - BUDGET AMENDMENTS (Increase/Decrease)**

Source	GL Account	Amount
GENERAL FUND - Property Tax	1010-15-10-311-01-00	\$ 559,010
GENERAL FUND - Sales Tax	1010-15-10-313-01-00	\$ 559,010
STATE GRANTS FUND - Senate Bill 2 Planning	2160-80-00-331-05-00	55,000
STATE GRANTS FUND - LEAP	2160-80-00-331-05-00	20,000
<b>Revenue Grand Total:</b>		<b>\$ 1,193,020</b>

**EXPENDITURE BUDGET AMENDMENTS (Increase/Decrease)**

Source	GL Account	Amount
GENERAL FUND - Human Resource - Salaries	1010-14-10-410-11-00	\$ 104,067
GENERAL FUND - Finance - Salaries	1010-15-10-410-11-00	123,771
GENERAL FUND - Finance - Professional Services	1010-15-10-420-01-00	10,000
GENERAL FUND - Information Systems - Salaries	1010-17-20-410-11-00	309,306
GENERAL FUND - Information Systems - Technical Support	1010-17-20-420-58-00	72,078
GENERAL FUND - Information Systems - Subscriptions	1010-17-20-435-10-00	100,000
GENERAL FUND - Community Development - Professional Services	1010-20-10-420-01-00	75,000
GENERAL FUND - Community Services - Salaries	1010-40-20-410-11-00	243,525
GENERAL FUND - Public Safety - Frm Funds 1060,2570,2220, and 2680	1010-40-30-4XX-XX-00	2,337,086
GENERAL FUND - Public Safety - Professional Services	1010-40-30-410-11-00	(72,078)
MEASURE C FUND - Police Services	1060-19-10-425-16-00	(1,798,500)
MEASURE C FUND - Parks & Recreation - Other Maintenance & Repair	1060-19-10-430-26-00	18,500
MEASURE C FUND - Parks & Recreation - Machines and Equipment	1060-19-10-450-20-00	26,000
MEASURE C FUND - Parks & Recreation - Building	1060-19-10-450-36-00	130,000
MEASURE C FUND - Parks & Recreation - Improvements Nonstructure	1060-30-10-450-38-00	50,000
DEPARTMENT OF JUSTICE - COPS FUND - Police Services	2220-40-16-425-10-00	(100,000)
MOSSDALE CFD 2004-1 FUND - Police Services	2570-40-16-425-14-00	(1,119,255)
CLSP CFD 2019-2 FUND - Police Services	2680-50-55-425-15-00	(100,000)
GENERAL GOVERNMENT CIP - GG21-15 - Louise Ave Landscape Improvements	3010-80-00-420-12-00	124,000
GENERAL GOVERNMENT CIP - GG23-16 - Backpack and Food Program	3010-80-00-430-20-00	61,583
GENERAL GOVERNMENT CIP - GG23-17 - Residential Landscape Improvements	3010-80-00-430-20-00	61,582
PARKS & RECREATION CIP - PK22-05 - Community Center - Historic Lathrop	3010-80-00-450-35-00	1,500,000
STREETS CIP - PS06-06 - Louise Ave & I-5 Improvements	3310-80-00-450-35-00	72,801
WATER FUND - Special Fees	5620-50-50-440-40-00	103,934
MWQCF SEWER FUND - Other Maintenance & Repair	6010-50-30-420-75-00	100,000
<b>Expenditure Grand Total:</b>		<b>\$ 2,433,400</b>

**TRANSFER IN - BUDGET AMENDMENTS (Increase/Decrease)**

Source	GL Account	Amount
GENERAL FUND - FRM MEASURE - C	1010-9900-393-00-00	\$ 1,798,500
GENERAL FUND - FRM MOSSDALE CFD 2004-1	1010-9900-393-00-00	1,119,255
GENERAL FUND - FRM DOJ - COPS	1010-9900-393-00-00	100,000
GENERAL FUND - FRM CLSP CFD 2019-2	1010-9900-393-00-00	100,000
GENERAL FUND - FRM STATE GRANTS	1010-9900-393-00-00	75,000
GENERAL GOVERNMENT CIP - GG23-16 - Backpack and Food Program	1010-9900-393-00-00	61,583
GENERAL GOVERNMENT CIP - GG23-17 - Residential Landscape Improvements	1010-9900-393-00-00	61,582
MEASURE D FUND - City's 20%	2440-9900-393-00-00	565,000
GENERAL GOVERNMENT CIP - GG21-15 - Louise Ave Landscape Improvements	3010-9900-393-00-00	124,000
PARKS & RECREATION CIP - PK22-05 - Community Center - Historic Lathrop	3010-9900-393-00-00	1,500,000
STREETS CIP - PS06-06 - Louise Ave & I-5 Improvements	3310-9900-393-00-00	72,801
<b>Transfer In Total:</b>		<b>\$ 5,577,721</b>

Attachment "B"

**MID-YEAR 2022/23**

**TRANSFER OUT - BUDGET AMENDMENTS (Increase/(Decrease))**

<b>Source</b>	<b>GL Account</b>	<b>Amount</b>
GENERAL FUND - ARPA Reserves - Measure D	1010-9900-990-90-10	\$ 565,000
GENERAL FUND - Landscape Reserves - GG21-15	1010-9900-990-90-10	124,000
GENERAL FUND - ARPA Reserve - GG23-16	1010-9900-990-90-10	61,583
GENERAL FUND - ARPA Reserve - GG23-17	1010-9900-990-90-10	61,582
GENERAL FUND - ARPA Reserve - PK22-05	1010-9900-990-90-10	1,500,000
MEASURE-C FUND	1060-9900-990-90-10	1,798,500
STATE GRANTS FUND	2160-9900-990-90-10	75,000
DEPARTMENT OF JUSTICE - COPS	2220-9900-990-90-10	100,000
MOSSDALE CFD 2004-1	2570-9900-990-90-10	1,119,255
CLSP CFD 2019-2 FUND	2680-9900-990-90-10	100,000
W/C Lathrop Local Transp. Fund - PS06-06	2320-9900-990-90-10	72,801
	<b>Transfer Out Total:</b>	<b>\$ 5,577,721</b>

**CITY OF LATHROP**  
**POLICE LIEUTENANT**

*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 direction from the Police Chief or Commander, plans, supervises, and coordinates the activities of the Police Department, including to serve as Watch Commander; to be responsible for the efficient accomplishment of the daily activities of an assigned unit(s); to provide protection of life and property, enforcement of laws and ordinances; conducting and overseeing investigations; to participate in community based police activities and programs; to coordinate assigned activities with other departments and outside agencies; and to provide highly responsible and complex staff assistance to sworn staff; and performs related duties as required.

**DISTINGUISHING CHARACTERISTICS:**

This is the first exempt management level classification in the Police classification series. The Police Lieutenant is responsible for directing and supervising the work of sworn and non-sworn classifications either directly or through subordinate supervisors; this classification may function as Watch Commander on an assigned shift.

The Police Lieutenant is distinguished from the next higher exempt management classification of Police Commander in that the latter has overall supervisory and management responsibility for a major functional division within the Police Department. The Police Lieutenant is distinguished from the next lower classification of Police Sergeant in that the latter is a non-exempt classification having lead responsibility for a team of police officers or performs specialized police assignments.

**SUPERVISION RECEIVED/EXERCISED:**

Receives direction from a Police Commander or higher-level sworn police staff. Exercises direct supervision over sworn and non-sworn staff.

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

- Manages and supervises both sworn and professional staff and operational activities of one or more divisions, an assigned shift, or a function within a division.
- Identify opportunities for improving service delivery methods and procedures; identify resource needs; review with appropriate management staff; implement policies and procedures.
- Serve as a Watch Commander, perform responsible management, supervisory, and technical police work in commanding an assigned field operation shift; receive complaints or reports of emergencies and determine need for police action; solves problems as they arise within the unit or assignment; advise and assist in the direct supervision of difficult cases/situations.

- Respond to major incidents reported to the Police Department and ensure that the Incident Commander is following established protocols and standards; assume role as Incident Commander or other role as needed for the situation.
- Organizes and assigns personnel among shifts; reviews shift activities and coordinates information gathered and work accomplished by subordinates.
- Supervises Police Sergeants and/or civilian supervisors to assure proper policies and procedures are followed; makes regular inspections of the holding area, building, and vehicles; investigates citizen complaints; appears in court as required. Responds to major crimes, accident scenes, and emergencies; supervises investigations, interviews, and interrogations in the field; conducts highly complex and sensitive investigations; solves problems as they arise within the unit or program; recommends disciplinary action to the appropriate higher level management official.
- Participates in the development and implementation of goals, objectives, policies, and priorities.
- Participates in the development and management of the department budget and resources for functional area(s) of responsibility; monitors and approves expenditures as authorized.
- Identifies opportunities for improving service delivery methods and procedures.
- Directs, coordinates, and reviews the work plan for the assigned area of responsibility; assigns work activities and projects; monitors workflow; reviews and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.
- Trains, motivates, supervises, and evaluates subordinate personnel; supervises and conducts personnel investigations and makes recommendations regarding discipline, assignment of personnel, and promotions.
- Coordinates assigned police activities with those of other units, divisions, other City departments, and outside agencies and organizations; provides staff assistance to the Police Commander; prepares and presents staff reports and other necessary correspondence as appropriate and necessary; prepares a variety of reports and makes presentations before City Council and community groups.
- Responds to inquiries from the media and general public when appropriate; conducts meetings with local groups; provides interviews to media personnel upon request.
- Reviews, corrects, and participates in the preparation of police reports and records.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the law enforcement field.
- May serve as Acting Police Commander when designated in the Police Commander's absence.
- Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service,
- Perform the full range of duties assigned to sworn staff as required.
- May be assigned to coordinate special programs, auxiliary assignments, or services including FTO program, SWAT, traffic, weapons maintenance, Canine, or other areas. Coordinate assigned law enforcement services and activities with those of other divisions, outside agencies and organizations.
- Performs other related duties as required or assigned by a superior officer.

## **EDUCATION AND/OR EXPERIENCE**

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be to possess a Bachelor's Degree with major coursework in police science, criminal justice administration, public administration, or a related field and to possess a California P.O.S.T. Supervisory Certificate.

A minimum of two (2) years of experience as a Police Sergeant is required.

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

**Knowledge of:**

Operations, services, and activities of a comprehensive municipal law enforcement program; law enforcement theory, principles, and practices and their application to a wide variety of services and programs; methods and techniques used in providing the full range of law enforcement and crime prevention services and activities, including investigation and identification, patrol, traffic control, crime prevention, records management, and care and custody of persons and property; principles and practices of community policing; Peace Officer Bill of Rights and its application; modern methods and procedures of criminal identification and records; use of firearms and other modern police equipment; methods and techniques of public relations; principles of customer service; recent court decisions and how they affect department operations; principles and practices of municipal budget preparation and administration; principles of supervision, training, and performance evaluation; office procedures, methods, and equipment including computers; principles of business letter writing and basic report preparation; thorough knowledge of pertinent federal, state, and local laws, ordinances, codes, and regulations.

**Ability to:**

Supervise, direct, and coordinate the work of assigned staff; select, train, and evaluate assigned staff; analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals; effectively deploy and review the work of officers and special investigational details; prepare clear and concise administrative reports; prepare and administer budgets; discharge firearms in a safe and effective manner; interpret, apply, and make decisions in accordance with applicable federal, state, and local policies, laws, and regulations; interpret and explain City law enforcement policies and procedures; supervise and conduct sensitive investigations; identify and prepare information for release to the media; analyze emergency situations and adopt quick, reasonable, and effective courses of action; respond to requests and inquiries from the general public; recommend improvements in departmental operations and in the rules, regulations, and policies governing the department; demonstrate an awareness and appreciation of the cultural diversity of the community; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Demonstrate a civic entrepreneurial spirit by generating new, innovative ideas and development of better methods to accomplish tasks and complete projects. Foster an environment that embraces diversity, integrity, trust and respect.

Be an integral team player, which involves flexibility, cooperation, and communication. Establish and maintain effective working relationships with those contacted in the course of work. Work with various cultural and ethnic groups in a tactful and effective manner. Communicate clearly and concisely, both orally and in writing. Oversee and manage an assigned operational unit of the Police Department. Relish innovation and think progressively. Identify and generate opportunities for improvement rather than as obstacles. Keep the Police Commander informed and up to date. Be politically astute yet remain apolitical. Embrace and practice the Community Oriented Policing Philosophy.

## **LICENSE/CERTIFICATES**

### **License/Certificate**

Possession of a valid California Driver License, Class C or higher, and a satisfactory driving record, prior to date of appointment. Possession of a valid California P.O.S.T. Basic and Advanced Certificate. Possession of California P.O.S.T. Supervisory Certificate is highly desirable. Possession of, or ability to obtain, a valid CPR certification.

### **Additional Requirements**

Must currently be employed as a sworn peace officer, in good standing; must successfully complete a comprehensive P.O.S.T. background investigation, physical examination, and psychological evaluation; must be legally authorized to work in the United States under federal law at the time of appointment.

## **PHYSICAL WORKING CONDITIONS**

### **Physical Demands:**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; maintain P.O.S.T. physical standards, including mobility, physical strength, and stamina to respond to emergency situations and apprehend suspects; vision to maintain firearms qualification and to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone or radio. Due to the varied and unpredictable nature of police work, the incumbent may also be required to perform the following: make precise arm-hand positioning movements and maintain static arm-hand position such as when sighting and shooting a firearm; may require continuous and repetitive arm-hand movements; use sufficient strength and agility to enable the incumbent to sprint, or jump; coordinate the movement of more than one limb simultaneously such as when using hand radio while driving a vehicle or searching a building with firearm drawn, flashlight on, and opening and closing doors; bend or stoop repeatedly and continuously over time such as getting in and out of patrol car or gathering evidence at crime scenes; wear a 15 lbs. utility/gun belt which requires the continuous support from stomach and lower back muscles; may require the movement of heavy objects 50lbs and more. Operate various office equipment such as telephones, computers, copiers, fax machines, etc. Safely operate the following equipment in the performance of duties: A variety of City-owned vehicles; firearms; communications equipment, such as two-way radios, cell phones, and pagers; mobile display terminals (MDT); various audio-visual equipment; and any other equipment assigned.

### **Environmental Conditions:**

Requires working outdoors and using body, ear, and eye protection such as safety helmets, armored vests, earplugs, utility belts, and other specialized equipment; involves exposure to loud noise levels, cold and hot temperatures, inclement weather conditions, traffic, violent persons, assault hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees in this class are subject to the threat of injury and life-threatening hazards as part of police safety operations. Working Conditions: Must be willing to work extended shifts or be called back in emergency situations and respond to personal danger which may include exposure to armed/dangerous persons, dangerous animals, communicable diseases, hazards of emergency driving, hazards associated with traffic control and working in and near traffic, and natural and man-made disasters.

**Disaster Service Worker:**

All City of Lathrop employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a “Local Emergency” is declared during the employee’s shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a “Local Emergency” is declared outside of the employee’s shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

**HISTORICAL DATA**

Adopted: March 13, 2023 by Resolution: 23-\_\_\_\_\_

FLSA Status: Exempt

Bargaining Unit: Unrepresented

**CITY OF LATHROP  
GRADE-STEP TABLE  
Eff. 03/13/2023**

Adopted by Resolution No. 23-\_\_\_\_\_

*\*FOR REFERENCE USE ONLY*

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
20			hourly	\$ 15.1826	\$ 15.9418	\$ 16.7390	\$ 17.5759	\$ 18.4547
			bi-weekly	1,215	1,275	1,339	1,406	1,476
			monthly	2,632	2,763	2,901	3,046	3,199
			annual	31,580	33,159	34,817	36,558	38,386
21			hourly	\$ 15.5622	\$ 16.3405	\$ 17.1573	\$ 18.0152	\$ 18.9161
			bi-weekly	1,245	1,307	1,373	1,441	1,513
			monthly	2,697	2,832	2,974	3,123	3,279
			annual	32,369	33,988	35,687	37,472	39,345
22			hourly	\$ 15.9508	\$ 16.7486	\$ 17.5858	\$ 18.4651	\$ 19.3882
			bi-weekly	1,276	1,340	1,407	1,477	1,551
			monthly	2,765	2,903	3,048	3,201	3,361
			annual	33,178	34,837	36,578	38,407	40,327
23			hourly	\$ 16.3500	\$ 17.1676	\$ 18.0260	\$ 18.9275	\$ 19.8735
			bi-weekly	1,308	1,373	1,442	1,514	1,590
			monthly	2,834	2,976	3,125	3,281	3,445
			annual	34,008	35,709	37,494	39,369	41,337
24			hourly	\$ 16.7590	\$ 17.5970	\$ 18.4765	\$ 19.4004	\$ 20.3704
			bi-weekly	1,341	1,408	1,478	1,552	1,630
			monthly	2,905	3,050	3,203	3,363	3,531
			annual	34,859	36,602	38,431	40,353	42,371
25			hourly	\$ 17.1780	\$ 18.0365	\$ 18.9384	\$ 19.8855	\$ 20.8799
			bi-weekly	1,374	1,443	1,515	1,591	1,670
			monthly	2,978	3,126	3,283	3,447	3,619
			annual	35,730	37,516	39,392	41,362	43,430
26			hourly	\$ 17.6073	\$ 18.4877	\$ 19.4120	\$ 20.3825	\$ 21.4016
			bi-weekly	1,409	1,479	1,553	1,631	1,712
			monthly	3,052	3,205	3,365	3,533	3,710
			annual	36,623	38,454	40,377	42,395	44,515
27	RECREATION LEADER	UNREP	hourly	\$ 18.0474	\$ 18.9498	\$ 19.8976	\$ 20.8925	\$ 21.9369
			bi-weekly	1,444	1,516	1,592	1,671	1,755
			monthly	3,128	3,285	3,449	3,621	3,802
			annual	37,539	39,416	41,387	43,456	45,629
28			hourly	\$ 18.4986	\$ 19.4235	\$ 20.3947	\$ 21.4144	\$ 22.4854
			bi-weekly	1,480	1,554	1,632	1,713	1,799
			monthly	3,206	3,367	3,535	3,712	3,897
			annual	38,477	40,401	42,421	44,542	46,770
29			hourly	\$ 18.9612	\$ 19.9092	\$ 20.9046	\$ 21.9498	\$ 23.0474
			bi-weekly	1,517	1,593	1,672	1,756	1,844
			monthly	3,287	3,451	3,623	3,805	3,995
			annual	39,439	41,411	43,482	45,656	47,939
30			hourly	\$ 19.4351	\$ 20.4068	\$ 21.4271	\$ 22.4985	\$ 23.6235
			bi-weekly	1,555	1,633	1,714	1,800	1,890
			monthly	3,369	3,537	3,714	3,900	4,095
			annual	40,425	42,446	44,568	46,797	49,137
31			hourly	\$ 19.9211	\$ 20.9169	\$ 21.9629	\$ 23.0609	\$ 24.2140
			bi-weekly	1,594	1,673	1,757	1,845	1,937
			monthly	3,453	3,626	3,807	3,997	4,197
			annual	41,436	43,507	45,683	47,967	50,365
32	OFFICE ASSISTANT I SENIOR RECREATION LEADER	SEIU SEIU	hourly	\$ 20.4190	\$ 21.4398	\$ 22.5120	\$ 23.6372	\$ 24.8193
			bi-weekly	1,634	1,715	1,801	1,891	1,986
			monthly	3,539	3,716	3,902	4,097	4,302
			annual	42,472	44,595	46,825	49,165	51,624
33			hourly	\$ 20.9294	\$ 21.9759	\$ 23.0746	\$ 24.2286	\$ 25.4399
			bi-weekly	1,674	1,758	1,846	1,938	2,035
			monthly	3,628	3,809	4,000	4,200	4,410
			annual	43,533	45,710	47,995	50,395	52,915
34			hourly	\$ 21.4527	\$ 22.5255	\$ 23.6518	\$ 24.8345	\$ 26.0759
			bi-weekly	1,716	1,802	1,892	1,987	2,086
			monthly	3,718	3,904	4,100	4,305	4,520
			annual	44,622	46,853	49,196	51,656	54,238
35	OFFICE ASSISTANT II	SEIU	hourly	\$ 21.9892	\$ 23.0884	\$ 24.2428	\$ 25.4548	\$ 26.7277
			bi-weekly	1,759	1,847	1,939	2,036	2,138
			monthly	3,811	4,002	4,202	4,412	4,633
			annual	45,738	48,024	50,425	52,946	55,594



**CITY OF LATHROP  
GRADE-STEP TABLE  
Eff. 03/13/2023**

Adopted by Resolution No. 23-\_\_\_\_\_

*\*FOR REFERENCE USE ONLY*

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
36			hourly	\$ 22.5389	\$ 23.6656	\$ 24.8491	\$ 26.0913	\$ 27.3960
			bi-weekly	1,803	1,893	1,988	2,087	2,192
			monthly	3,907	4,102	4,307	4,522	4,749
			annual	46,881	49,225	51,686	54,270	56,984
37	RECREATION SPECIALIST SPECIAL ASSISTANT	SEIU SEIU	hourly	\$ 23.1021	\$ 24.2571	\$ 25.4701	\$ 26.7438	\$ 28.0807
			bi-weekly	1,848	1,941	2,038	2,140	2,246
			monthly	4,004	4,205	4,415	4,636	4,867
			annual	48,052	50,455	52,978	55,627	58,408
38			hourly	\$ 23.6800	\$ 24.8638	\$ 26.1068	\$ 27.4121	\$ 28.7829
			bi-weekly	1,894	1,989	2,089	2,193	2,303
			monthly	4,105	4,310	4,525	4,751	4,989
			annual	49,254	51,717	54,302	57,017	59,869
39			hourly	\$ 24.2718	\$ 25.4855	\$ 26.7595	\$ 28.0977	\$ 29.5022
			bi-weekly	1,942	2,039	2,141	2,248	2,360
			monthly	4,207	4,417	4,638	4,870	5,114
			annual	50,485	53,010	55,660	58,443	61,365
40			hourly	\$ 24.8788	\$ 26.1228	\$ 27.4288	\$ 28.8001	\$ 30.2400
			bi-weekly	1,990	2,090	2,194	2,304	2,419
			monthly	4,312	4,528	4,754	4,992	5,242
			annual	51,748	54,336	57,052	59,904	62,899
41	ADMINISTRATIVE ASSISTANT I MAINTENANCE WORKER I WATER METER READER I	SEIU SEIU SEIU	hourly	\$ 25.5006	\$ 26.7756	\$ 28.1144	\$ 29.5201	\$ 30.9960
			bi-weekly	2,040	2,142	2,249	2,362	2,480
			monthly	4,420	4,641	4,873	5,117	5,373
			annual	53,041	55,693	58,478	61,402	64,472
42	CUSTOMER SERVICE REPRESENTATIVE I	SEIU	hourly	\$ 26.1380	\$ 27.4449	\$ 28.8175	\$ 30.2582	\$ 31.7713
			bi-weekly	2,091	2,196	2,305	2,421	2,542
			monthly	4,531	4,757	4,995	5,245	5,507
			annual	54,367	57,085	59,940	62,937	66,084
43	POLICE OFFICER TRAINEE POLICE RECORDS ASSISTANT I	NON-SWORN SEIU	hourly	\$ 26.7912	\$ 28.1312	\$ 29.5376	\$ 31.0145	\$ 32.5651
			bi-weekly	2,143	2,250	2,363	2,481	2,605
			monthly	4,644	4,876	5,120	5,376	5,645
			annual	55,726	58,513	61,438	64,510	67,735
44	INFORMATION TECHNOLOGY TECHNICIAN	SEIU	hourly	\$ 27.4612	\$ 28.8344	\$ 30.2762	\$ 31.7899	\$ 33.3795
			bi-weekly	2,197	2,307	2,422	2,543	2,670
			monthly	4,760	4,998	5,248	5,510	5,786
			annual	57,119	59,975	62,974	66,123	69,429
45	ADMINISTRATIVE ASSISTANT II MAINTENANCE WORKER II RECREATION COORDINATOR WATER METER READER II	SEIU SEIU SEIU SEIU	hourly	\$ 28.1477	\$ 29.5551	\$ 31.0330	\$ 32.5847	\$ 34.2139
			bi-weekly	2,252	2,364	2,483	2,607	2,737
			monthly	4,879	5,123	5,379	5,648	5,930
			annual	58,547	61,475	64,549	67,776	71,165
46	POLICE RECORDS ASSISTANT II	SEIU	hourly	\$ 28.8517	\$ 30.2941	\$ 31.8087	\$ 33.3994	\$ 35.0691
			bi-weekly	2,308	2,424	2,545	2,672	2,806
			monthly	5,001	5,251	5,514	5,789	6,079
			annual	60,012	63,012	66,162	69,471	72,944
47	ADMINISTRATIVE ASSISTANT III ADMINISTRATIVE TECHNICIAN I HUMAN RESOURCES TECHNICIAN PERMIT TECHNICIAN I	SEIU SEIU SEIU SEIU	hourly	\$ 29.5726	\$ 31.0516	\$ 32.6039	\$ 34.2340	\$ 35.9458
			bi-weekly	2,366	2,484	2,608	2,739	2,876
			monthly	5,126	5,382	5,651	5,934	6,231
			annual	61,511	64,587	67,816	71,207	74,767
48	MAINTENANCE WORKER III SOLID WASTE&RESOURCE CONSERV. COORD	SEIU SEIU	hourly	\$ 30.3122	\$ 31.8280	\$ 33.4190	\$ 35.0899	\$ 36.8447
			bi-weekly	2,425	2,546	2,674	2,807	2,948
			monthly	5,254	5,517	5,793	6,082	6,386
			annual	63,049	66,202	69,512	72,987	76,637
49	CUSTOMER SERVICE REPRESENTATIVE II PROPERTY AND EVIDENCE TECHNICIAN	SEIU SEIU	hourly	\$ 31.0699	\$ 32.6234	\$ 34.2548	\$ 35.9676	\$ 37.7659
			bi-weekly	2,486	2,610	2,740	2,877	3,021
			monthly	5,385	5,655	5,937	6,234	6,546
			annual	64,625	67,857	71,250	74,813	78,553
50	ENGINEERING TECHNICIAN I	SEIU	hourly	\$ 31.8466	\$ 33.4389	\$ 35.1111	\$ 36.8664	\$ 38.7099
			bi-weekly	2,548	2,675	2,809	2,949	3,097
			monthly	5,520	5,796	6,086	6,390	6,710
			annual	66,241	69,553	73,031	76,682	80,516
51	ADMINISTRATIVE TECHNICIAN II CRIME & INTELLIGENCE ANALYST PERMIT TECHNICIAN II SENIOR ADMINISTRATIVE ASSISTANT SENIOR CUSTOMER SERVICE REP	SEIU SEIU SEIU LMCEA SEIU	hourly	\$ 32.6430	\$ 34.2754	\$ 35.9889	\$ 37.7885	\$ 39.6777
			bi-weekly	2,611	2,742	2,879	3,023	3,174
			monthly	5,658	5,941	6,238	6,550	6,877
			annual	67,897	71,293	74,857	78,600	82,530

**CITY OF LATHROP  
GRADE-STEP TABLE  
Eff. 03/13/2023**

Adopted by Resolution No. 23-\_\_\_\_\_

*\*FOR REFERENCE USE ONLY*

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
52	ACCOUNTANT I	SEIU	hourly	\$ 33.4588	\$ 35.1316	\$ 36.8884	\$ 38.7327	\$ 40.6694
	BUILDING INSPECTOR I	SEIU	bi-weekly	2,677	2,811	2,951	3,099	3,254
	COMMUNITY SERVICE OFFICER I	SEIU	monthly	5,800	6,089	6,394	6,714	7,049
	HR ANALYST I	LMCEA	annual	69,594	73,074	76,728	80,564	84,592
	UTILITY OPERATOR I	SEIU						
53	CONSTRUCTION INSPECTOR I	SEIU	hourly	\$ 34.2955	\$ 36.0099	\$ 37.8104	\$ 39.7011	\$ 41.6863
	POLICE RECORDS SUPERVISOR	LMCEA	bi-weekly	2,744	2,881	3,025	3,176	3,335
	LEGAL SECRETARY	LMCEA	monthly	5,945	6,242	6,554	6,882	7,226
	ANIMAL SHELTER SUPERVISOR	LMCEA	annual	71,335	74,901	78,646	82,578	86,708
54	ENGINEERING TECHNICIAN II	SEIU	hourly	\$ 35.1527	\$ 36.9104	\$ 38.7558	\$ 40.6937	\$ 42.7285
	EXECUTIVE ASSISTANT	LMCEA	bi-weekly	2,812	2,953	3,100	3,255	3,418
			monthly	6,093	6,398	6,718	7,054	7,406
			annual	73,118	76,774	80,612	84,643	88,875
55	BUILDING INSPECTOR II	SEIU	hourly	\$ 36.0316	\$ 37.8332	\$ 39.7248	\$ 41.7109	\$ 43.7965
	COMMUNITY SERVICE OFFICER II	SEIU	bi-weekly	2,883	3,027	3,178	3,337	3,504
	PERMIT TECHNICIAN III	SEIU	monthly	6,245	6,558	6,886	7,230	7,591
	SENIOR ACCOUNTING TECHNICIAN	SEIU	annual	74,946	78,693	82,628	86,759	91,097
56	ACCOUNTANT II	SEIU	hourly	\$ 36.9325	\$ 38.7789	\$ 40.7180	\$ 42.7540	\$ 44.8914
	DEPUTY CITY CLERK	LMCEA	bi-weekly	2,955	3,102	3,257	3,420	3,591
	HR ANALYST II	LMCEA	monthly	6,402	6,722	7,058	7,411	7,781
	MANAGEMENT ANALYST I (CONFIDENTIAL)	LMCEA	annual	76,820	80,660	84,693	88,928	93,374
57	CONSTRUCTION INSPECTOR II	SEIU	hourly	\$ 37.8556	\$ 39.7484	\$ 41.7360	\$ 43.8225	\$ 46.0138
	CUSTOMER SERVICE SUPERVISOR	LMCEA	bi-weekly	3,028	3,180	3,339	3,506	3,681
	LEGAL ASSISTANT	LMCEA	monthly	6,562	6,890	7,234	7,596	7,976
	PARKS & RECREATION SUPERVISOR	LMCEA	annual	78,740	82,677	86,811	91,151	95,709
58	ASSISTANT PLANNER	SEIU	hourly	\$ 38.8020	\$ 40.7421	\$ 42.7793	\$ 44.9180	\$ 47.1642
	JUNIOR ENGINEER	SEIU	bi-weekly	3,104	3,259	3,422	3,593	3,773
	SENIOR ENGINEERING TECHNICIAN	SEIU	monthly	6,726	7,062	7,415	7,786	8,175
			annual	80,708	84,744	88,981	93,429	98,101
59	BUILDING INSPECTOR III	SEIU	hourly	\$ 39.7721	\$ 41.7608	\$ 43.8487	\$ 46.0409	\$ 48.3433
	CHIEF UTILITY OPERATOR	SEIU	bi-weekly	3,182	3,341	3,508	3,683	3,867
	COMMUNITY SERVICE OFFICER III	SEIU	monthly	6,894	7,239	7,600	7,980	8,380
	LANDSCAPE & IRRIGATION SPECIALIST	LMCEA	annual	82,726	86,862	91,205	95,765	100,554
60	EXECUTIVE ASSIST TO THE CITY MANAGER	LMCEA	hourly	\$ 40.7666	\$ 42.8049	\$ 44.9451	\$ 47.1924	\$ 49.5518
	INFORMATION TECHNOLOGY ENGINEER I	LMCEA	bi-weekly	3,261	3,424	3,596	3,775	3,964
	MANAGEMENT ANALYST II (CONFIDENTIAL)	LMCEA	monthly	7,066	7,420	7,790	8,180	8,589
			annual	84,795	89,034	93,486	98,160	103,068
61	CONSTRUCTION INSPECTOR III	SEIU	hourly	\$ 41.7855	\$ 43.8750	\$ 46.0685	\$ 48.3719	\$ 50.7906
	POLICE SERVICES MANAGER	LMCEA	bi-weekly	3,343	3,510	3,685	3,870	4,063
	UTILITY MAINTENANCE SUPERVISOR	LMCEA	monthly	7,243	7,605	7,985	8,384	8,804
	UTILITY OPERATOR III	SEIU	annual	86,914	91,260	95,823	100,614	105,645
62	WW TREATMENT PLANT SUPERVISOR	LMCEA	hourly	\$ 42.8302	\$ 44.9718	\$ 47.2202	\$ 49.5814	\$ 52.0603
			bi-weekly	3,426	3,598	3,778	3,967	4,165
			monthly	7,424	7,795	8,185	8,594	9,024
			annual	89,087	93,541	98,218	103,129	108,285
63	ASSOCIATE PLANNER	SEIU	hourly	\$ 43.9011	\$ 46.0961	\$ 48.4010	\$ 50.8207	\$ 53.3617
	SENIOR BUILDING INSPECTOR	SEIU	bi-weekly	3,512	3,688	3,872	4,066	4,269
			monthly	7,610	7,990	8,389	8,809	9,249
			annual	91,314	95,880	100,674	105,707	110,992
64	ASSISTANT ENGINEER	SEIU	hourly	\$ 44.9984	\$ 47.2482	\$ 49.6108	\$ 52.0915	\$ 54.6959
	PARKS AND FACILITATES MANAGER	LMCEA	bi-weekly	3,600	3,780	3,969	4,167	4,376
	PARKS AND REC ADMINISTRATOR	SEIU	monthly	7,800	8,190	8,599	9,029	9,481
	RECREATION MANAGER	LMCEA	annual	93,597	98,276	103,191	108,350	113,768
65	BUDGET MANAGER	LMCEA	hourly	\$ 46.1235	\$ 48.4298	\$ 50.8511	\$ 53.3937	\$ 56.0636
	POLICE OFFICER	SWORN	bi-weekly	3,690	3,874	4,068	4,271	4,485
	SENIOR ACCOUNTANT	LMCEA	monthly	7,995	8,394	8,814	9,255	9,718
			annual	95,937	100,734	105,770	111,059	116,612

**CITY OF LATHROP  
GRADE-STEP TABLE  
Eff. 03/13/2023**

Adopted by Resolution No. 23-\_\_\_\_\_

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GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
66			hourly	\$ 47.2765	\$ 49.6403	\$ 52.1224	\$ 54.7284	\$ 57.4652
			bi-weekly	3,782	3,971	4,170	4,378	4,597
			monthly	8,195	8,604	9,035	9,486	9,961
			annual	98,335	103,252	108,415	113,835	119,528
67	COMMUNITY SERVICES SUPERVISOR HUMAN RESOURCES MANAGER INFORMATION TECHNOLOGY ENGINEER II SENIOR MANAGEMENT ANALYST SPECIAL DISTRICTS MANAGER	LMCEA EXEMPT LMCEA LMCEA LMCEA	hourly	\$ 48.4584	\$ 50.8815	\$ 53.4254	\$ 56.0971	\$ 58.9014
			bi-weekly	3,877	4,071	4,274	4,488	4,712
			monthly	8,399	8,819	9,260	9,723	10,210
			annual	100,793	105,834	111,125	116,682	122,515
68	PERMIT AND PLAN CHECK SUPERVISOR	LMCEA	hourly	\$ 49.6697	\$ 52.1535	\$ 54.7610	\$ 57.4991	\$ 60.3742
			bi-weekly	3,974	4,172	4,381	4,600	4,830
			monthly	8,609	9,040	9,492	9,967	10,465
			annual	103,313	108,479	113,903	119,598	125,578
69	SENIOR PLANNER UTILITY PLANT SUPERVISOR	LMCEA LMCEA	hourly	\$ 50.9116	\$ 53.4572	\$ 56.1303	\$ 58.9366	\$ 61.8834
			bi-weekly	4,073	4,277	4,490	4,715	4,951
			monthly	8,825	9,266	9,729	10,216	10,726
			annual	105,896	111,191	116,751	122,588	128,717
70	ASSOCIATE ENGINEER	SEIU	hourly	\$ 52.1846	\$ 54.7939	\$ 57.5333	\$ 60.4101	\$ 63.4305
			bi-weekly	4,175	4,384	4,603	4,833	5,074
			monthly	9,045	9,498	9,972	10,471	10,995
			annual	108,544	113,971	119,669	125,653	131,935
71	INFORMATION TECH ENGINEER III PARKS AND REC SUPERINTENDENT	LMCEA LMCEA	hourly	\$ 53.4893	\$ 56.1635	\$ 58.9717	\$ 61.9201	\$ 65.0162
			bi-weekly	4,279	4,493	4,718	4,954	5,201
			monthly	9,271	9,735	10,222	10,733	11,269
			annual	111,258	116,820	122,661	128,794	135,234
72	POLICE SERGEANT	SWORN	hourly	\$ 54.8264	\$ 57.5677	\$ 60.4462	\$ 63.4683	\$ 66.6417
			bi-weekly	4,386	4,605	4,836	5,077	5,331
			monthly	9,503	9,978	10,477	11,001	11,551
			annual	114,039	119,741	125,728	132,014	138,615
73	ASSISTANT CHIEF BUILDING OFFICIAL	LMCEA	hourly	\$ 56.1968	\$ 59.0067	\$ 61.9573	\$ 65.0550	\$ 68.3077
			bi-weekly	4,496	4,721	4,957	5,204	5,465
			monthly	9,741	10,228	10,739	11,276	11,840
			annual	116,889	122,734	128,871	135,314	142,080
74	CITY CLERK FINANCE MANAGER PRINCIPAL PLANNER SENIOR CIVIL ENGINEER	EXEMPT LMCEA LMCEA LMCEA	hourly	\$ 57.6021	\$ 60.4820	\$ 63.5059	\$ 66.6813	\$ 70.0153
			bi-weekly	4,608	4,839	5,080	5,335	5,601
			monthly	9,984	10,484	11,008	11,558	12,136
			annual	119,812	125,803	132,092	138,697	145,632
75			hourly	\$ 59.0422	\$ 61.9941	\$ 65.0936	\$ 68.3485	\$ 71.7657
			bi-weekly	4,723	4,960	5,207	5,468	5,741
			monthly	10,234	10,746	11,283	11,847	12,439
			annual	122,808	128,948	135,395	142,165	149,273
76	ACCOUNTING MANAGER CONSTRUCTION SUPERINTENDENT DEPUTY DIRECTOR OF PARKS, REC & MAINT PARKS PROJECT MANAGER PROJECTS MANAGER UTILITY OPERATIONS SUPERINTENDENT	LMCEA LMCEA LMCEA LMCEA LMCEA LMCEA	hourly	\$ 60.5180	\$ 63.5440	\$ 66.7210	\$ 70.0571	\$ 73.5599
			bi-weekly	4,841	5,084	5,338	5,605	5,885
			monthly	10,490	11,014	11,565	12,143	12,750
			annual	125,877	132,172	138,780	145,719	153,005
77	ASSISTANT CITY ATTORNEY	EXEMPT	hourly	\$ 62.0307	\$ 65.1325	\$ 68.3890	\$ 71.8084	\$ 75.3989
			bi-weekly	4,962	5,211	5,471	5,745	6,032
			monthly	10,752	11,290	11,854	12,447	13,069
			annual	129,024	135,476	142,249	149,361	156,830
78	DEPUTY FINANCE DIRECTOR	LMCEA	hourly	\$ 63.5819	\$ 66.7607	\$ 70.0988	\$ 73.6037	\$ 77.2841
			bi-weekly	5,087	5,341	5,608	5,888	6,183
			monthly	11,021	11,572	12,150	12,758	13,396
			annual	132,250	138,862	145,806	153,096	160,751
79	ECONOMIC DEV ADMINISTRATOR LAND DEVELOPMENT MANAGER	LMCEA LMCEA	hourly	\$ 65.1713	\$ 68.4296	\$ 71.8516	\$ 75.4439	\$ 79.2161
			bi-weekly	5,214	5,474	5,748	6,036	6,337
			monthly	11,296	11,861	12,454	13,077	13,731
			annual	135,556	142,333	149,451	156,923	164,770
80	ASSISTANT COM DEV DIRECTOR CHIEF PLANNING OFFICIAL PRINCIPAL ENGINEER	LMCEA LMCEA LMCEA	hourly	\$ 66.8004	\$ 70.1406	\$ 73.6476	\$ 77.3299	\$ 81.1964
			bi-weekly	5,344	5,611	5,892	6,186	6,496
			monthly	11,579	12,158	12,766	13,404	14,074
			annual	138,945	145,892	153,187	160,846	168,889

**CITY OF LATHROP  
GRADE-STEP TABLE  
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GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
81	CHIEF BUILDING OFFICIAL CHIEF INFORMATION OFFICER <b>POLICE LIEUTENANT</b> SENIOR CONSTRUCTION MANAGER	EXEMPT EXEMPT <b>SWORN</b> LMCEA	hourly	\$ 68,4708	\$ 71,8943	\$ 75,4893	\$ 79,2636	\$ 83,2266
			bi-weekly	5,478	5,752	6,039	6,341	6,658
			monthly	11,868	12,462	13,085	13,739	14,426
			annual	142,419	149,540	157,018	164,868	173,111
82	ASSISTANT PUBLIC WORKS DIRECTOR <b>POLICE COMMANDER</b>	LMCEA <b>SWORN</b>	hourly	\$ 70,1823	\$ 73,6918	\$ 77,3761	\$ 81,2447	\$ 85,3074
			bi-weekly	5,615	5,895	6,190	6,500	6,825
			monthly	12,165	12,773	13,412	14,082	14,787
			annual	145,979	153,279	160,942	168,989	177,439
83			hourly	\$ 71,9370	\$ 75,5337	\$ 79,3105	\$ 83,2756	\$ 87,4396
	bi-weekly	5,755	6,043	6,345	6,662	6,995		
	monthly	12,469	13,092	13,747	14,434	15,156		
	annual	149,629	157,110	164,966	173,213	181,874		
84	<b>POLICE COMMANDER</b>	<b>SWORN</b>	hourly	\$ 73,7352	\$ 77,4222	\$ 81,2931	\$ 85,3576	\$ 89,6260
			bi-weekly	5,899	6,194	6,503	6,829	7,170
			monthly	12,781	13,420	14,091	14,795	15,535
			annual	153,369	161,038	169,090	177,544	186,422
<b>2023 Compensation May Be Subject to CalPERS Compensation Limits Beginning at Grade 85/Step 4</b>								
85	DIRECTOR OF GOV'T SERV/CITY CLERK DIRECTOR OF HUMAN RESOURCES DIRECTOR OF INFORMATION SYSTEMS DIRECTOR OF PARKS, REC & MAINT SERV	EXEMPT EXEMPT EXEMPT EXEMPT	hourly	\$ 75,5786	\$ 79,3577	\$ 83,3256	\$ 87,4918	\$ 91,8663
			bi-weekly	6,046	6,349	6,666	6,999	7,349
			monthly	13,100	13,755	14,443	15,165	15,923
			annual	157,203	165,064	173,317	181,983	191,082
86	CITY ENGINEER	EXEMPT	hourly	\$ 77,4680	\$ 81,3416	\$ 85,4086	\$ 89,6790	\$ 94,1630
			bi-weekly	6,197	6,507	6,833	7,174	7,533
			monthly	13,428	14,099	14,804	15,544	16,322
			annual	161,133	169,191	177,650	186,532	195,859
87	DIRECTOR OF FINANCE	EXEMPT	hourly	\$ 79,4049	\$ 83,3752	\$ 87,5440	\$ 91,9210	\$ 96,5172
			bi-weekly	6,352	6,670	7,004	7,354	7,721
			monthly	13,764	14,452	15,174	15,933	16,730
			annual	165,162	173,421	182,092	191,196	200,756
88	DIRECTOR OF COMMUNITY DEVELOPMENT DIRECTOR OF PUBLIC WORKS	EXEMPT EXEMPT	hourly	\$ 81,3900	\$ 85,4594	\$ 89,7323	\$ 94,2190	\$ 98,9300
			bi-weekly	6,511	6,837	7,179	7,538	7,914
			monthly	14,108	14,813	15,554	16,331	17,148
			annual	169,291	177,756	186,643	195,975	205,774
89			hourly	\$ 83,4248	\$ 87,5960	\$ 91,9760	\$ 96,5748	\$ 101,4033
	bi-weekly	6,674	7,008	7,358	7,726	8,112		
	monthly	14,460	15,183	15,943	16,740	17,577		
	annual	173,524	182,200	191,310	200,876	210,919		
90			hourly	\$ 85,5106	\$ 89,7858	\$ 94,2752	\$ 98,9890	\$ 103,9385
	bi-weekly	6,841	7,183	7,542	7,919	8,315		
	monthly	14,822	15,563	16,341	17,158	18,016		
	annual	177,862	186,755	196,092	205,897	216,192		
91	ASSISTANT CITY MANAGER	EXEMPT	hourly	\$ 87,6482	\$ 92,0303	\$ 96,6322	\$ 101,4640	\$ 106,5371
			bi-weekly	7,012	7,362	7,731	8,117	8,523
			monthly	15,192	15,952	16,750	17,587	18,466
			annual	182,308	191,423	200,995	211,045	221,597
92			hourly	\$ 89,8456	\$ 94,3384	\$ 99,0496	\$ 104,0000	\$ 109,2000
	bi-weekly	7,188	7,547	7,924	8,320	8,736		
	monthly	15,573	16,352	17,169	18,027	18,928		
	annual	186,879	196,224	206,023	216,320	227,136		
93			hourly	\$ 92,0920	\$ 96,6888	\$ 101,5248	\$ 106,6000	\$ 111,9352
	bi-weekly	7,367	7,735	8,122	8,528	8,955		
	monthly	15,963	16,759	17,598	18,477	19,402		
	annual	191,551	201,113	211,172	221,728	232,825		
94	POLICE CHIEF	EXEMPT	hourly	\$ 94,3904	\$ 99,1120	\$ 104,0624	\$ 109,2728	\$ 114,7328
			bi-weekly	7,551	7,929	8,325	8,742	9,179
			monthly	16,361	17,179	18,037	18,941	19,887
			annual	196,332	206,153	216,450	227,288	238,644
95			hourly	\$ 96,7408	\$ 101,5768	\$ 106,6624	\$ 111,9872	\$ 117,5928
	bi-weekly	7,739	8,126	8,533	8,959	9,407		
	monthly	16,768	17,607	18,488	19,411	20,383		
	annual	201,221	211,280	221,858	232,933	244,593		
96			hourly	\$ 99,1640	\$ 104,1248	\$ 109,3248	\$ 114,7952	\$ 120,5360
	bi-weekly	7,933	8,330	8,746	9,184	9,643		
	monthly	17,188	18,048	18,950	19,898	20,893		
	annual	206,261	216,580	227,396	238,774	250,715		

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GRADE	CLASSIFICATION	UNIT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
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CONTRACT							
	CITY ATTORNEY	EXEMPT	annual	\$ 236,404			
	CITY MANAGER	EXEMPT	annual	\$ 251,291			

**Changes**

Added: Police Lieutenant Grade 81

Adjustments:

Police Coommander from Grade 82 to Grade 84

Budget for Fiscal Year 22/23

	2022/23 Adopted	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	2022/23 Amended 03/13/23
<b>CITY ATTORNEY</b>								
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	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Administrative Assistant	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>
<b>CITY ATTORNEY - Total</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>
<b>CITY CLERK</b>								
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
<b>Total</b>	<b>1.50</b>	<b>1.50</b>	<b>1.50</b>	<b>1.50</b>	<b>1.50</b>	<b>1.50</b>	<b>1.50</b>	<b>1.50</b>
<b>CITY CLERK - Total</b>	<b>1.50</b>	<b>1.50</b>	<b>1.50</b>	<b>1.50</b>	<b>1.50</b>	<b>1.50</b>	<b>1.50</b>	<b>1.50</b>
<b>CITY MANAGER</b>								
City Manager								
Assistant City Manager	0.00	0.00	0.25	0.25	0.25	0.25	0.25	0.25
City Engineer	0.15	0.00	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
<b>Total</b>	<b>2.65</b>	<b>2.50</b>	<b>2.75</b>	<b>2.75</b>	<b>2.75</b>	<b>2.75</b>	<b>2.75</b>	<b>2.75</b>
<b>CITY MANAGER - Total</b>	<b>2.65</b>	<b>2.50</b>	<b>2.75</b>	<b>2.75</b>	<b>2.75</b>	<b>2.75</b>	<b>2.75</b>	<b>2.75</b>
<b>COMMUNITY DEVELOPMENT</b>								
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	1.00	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	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Principal Planner	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Senior Administrative Assistant	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Senior Planner	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
<b>Total</b>	<b>4.33</b>	<b>5.33</b>	<b>5.33</b>	<b>5.33</b>	<b>5.33</b>	<b>5.33</b>	<b>5.33</b>	<b>5.33</b>
<b>COMMUNITY DEVELOPMENT - Total</b>	<b>4.33</b>	<b>5.33</b>	<b>5.33</b>	<b>5.33</b>	<b>5.33</b>	<b>5.33</b>	<b>5.33</b>	<b>5.33</b>

Budget for Fiscal Year 22/23

	2022/23 Adopted	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	2022/23 Amended 03/13/23
<b>FINANCE</b>								
<b>Finance</b>								
Accountant I/II	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Accounting Manager	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Accounting Specialist I/II/Technician	5.00	0.00	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	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Customer Service Supervisor	0.00	1.00	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	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Senior Administrative Assistant	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Senior Customer Service Representative	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Accountant	0.00	0.50	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
<b>Total</b>	<b>13.50</b>	<b>14.50</b>	<b>14.50</b>	<b>14.50</b>	<b>14.50</b>	<b>14.50</b>	<b>14.50</b>	<b>14.50</b>
<b>FINANCE - Total</b>	<b>13.50</b>	<b>14.50</b>	<b>14.50</b>	<b>14.50</b>	<b>14.50</b>	<b>14.50</b>	<b>14.50</b>	<b>14.50</b>
<b>HUMAN RESOURCES</b>								
<b>Human Resources</b>								
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	0.00	0.00	0.00	0.00	0.00	0.00	1.00
HR Technician	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Administrative Assistant	0.00	0.00	1.00	1.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>2.00</b>	<b>3.00</b>	<b>4.00</b>	<b>4.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>4.00</b>
<b>HUMAN RESOURCES - Total</b>	<b>2.00</b>	<b>3.00</b>	<b>4.00</b>	<b>4.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>4.00</b>
<b>INFORMATION TECHNOLOGY</b>								
<b>Information Technology</b>								
Administrative Assistant I/II/III	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Director of Information Systems	0.00	1.00	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	1.00	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	1.00	1.00	1.00	1.00	1.00	1.00	1.00
<b>Total</b>	<b>4.50</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>	<b>9.00</b>	<b>9.00</b>	<b>9.00</b>	<b>9.00</b>
<b>INFORMATION TECHNOLOGY - Total</b>	<b>4.50</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>	<b>9.00</b>	<b>9.00</b>	<b>9.00</b>	<b>9.00</b>
<b>POLICE DEPARTMENT</b>								
<b>Sworn</b>								
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	21.50	21.50	21.50	26.50	26.50	26.50
Police Sergeant	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
<b>Total</b>	<b>27.50</b>	<b>27.50</b>	<b>29.50</b>	<b>29.50</b>	<b>29.50</b>	<b>34.50</b>	<b>34.50</b>	<b>34.50</b>
<b>Non-Sworn</b>								
Crime & Intelligence Analyst	0.00	0.00	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 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	2022/23 Amended 03/13/23
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
<b>Total</b>	<b>0.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>
<b>Administration</b>								
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	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>3.00</b>	<b>3.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>Community Services Division</b>								
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	0.00	0.00	0.00	1.00	1.00	1.00	1.00
Animal Shelter Supervisor	0.00	0.00	0.00	0.00	1.00	1.00	1.00	1.00
Animal Services Assistant	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>5.50</b>	<b>6.00</b>	<b>6.00</b>	<b>6.00</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>
<b>POLICE DEPARTMENT - Total</b>	<b>36.00</b>	<b>40.50</b>	<b>41.50</b>	<b>41.50</b>	<b>43.50</b>	<b>48.50</b>	<b>48.50</b>	<b>48.50</b>
<b>MEASURE C</b>								
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. Services	1.00	0.00	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
<b>Total</b>	<b>3.90</b>	<b>2.90</b>	<b>2.90</b>	<b>2.90</b>	<b>2.90</b>	<b>2.90</b>	<b>2.90</b>	<b>2.90</b>
<b>Essential City Services - Police Department</b>								
Police Officer	4.50	4.50	4.50	4.50	4.50	4.50	5.50	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	1.00	1.00
<b>Total</b>	<b>5.50</b>	<b>5.50</b>	<b>5.50</b>	<b>5.50</b>	<b>5.50</b>	<b>5.50</b>	<b>7.50</b>	<b>7.50</b>
<b>Lathrop Manteca Fire District</b>								
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
<b>Total</b>	<b>7.98</b>	<b>7.98</b>	<b>7.98</b>	<b>7.98</b>	<b>7.98</b>	<b>7.98</b>	<b>7.98</b>	<b>7.98</b>
<b>MEASURE C - Total</b>	<b>17.38</b>	<b>16.38</b>	<b>16.38</b>	<b>16.38</b>	<b>16.38</b>	<b>16.38</b>	<b>18.38</b>	<b>18.38</b>



Budget for Fiscal Year 22/23



	2022/23 Adopted	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	2022/23 Amended 03/13/23
<b>PARKS, RECREATION AND MAINTENANCE SERVICES</b>								
<b>Parks and Recreation</b>								
Administrative Assistant I/II/III	1.00	2.00	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	0.00	0.00	0.00	0.00	0.00	0.00	1.00
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	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Recreation Supervisor	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Senior Accountant	0.00	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Senior Administrative Assistant	0.00	0.00	0.00	0.00	1.00	1.00	1.00	1.00
Senior Recreation Leaders	4.35	4.35	4.35	5.00	6.00	6.00	6.00	6.00
<b>Total</b>	<b>20.15</b>	<b>22.15</b>	<b>22.15</b>	<b>22.80</b>	<b>24.80</b>	<b>24.80</b>	<b>24.80</b>	<b>25.80</b>
<b>Maintenance Services</b>								
Landscape and Irrigation Specialist	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Maintenance Services Supervisor	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I/II/III	9.00	10.00	10.00	9.00	9.00	9.00	9.00	9.00
Parks and Facilities Manager	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Streets and Maintenance Operation Manager	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
<b>Total</b>	<b>10.00</b>	<b>13.00</b>	<b>13.00</b>	<b>13.00</b>	<b>13.00</b>	<b>13.00</b>	<b>13.00</b>	<b>12.00</b>
<b>PARKS, RECREATION AND MAINTENANCE SERVICES -</b>	<b>30.15</b>	<b>35.15</b>	<b>35.15</b>	<b>35.80</b>	<b>37.80</b>	<b>37.80</b>	<b>37.80</b>	<b>37.80</b>
<b>PUBLIC WORKS</b>								
<b>Building</b>								
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	0.32	0.32	0.32	0.32	0.32	0.32
Building Inspector I/II/III	2.00	2.00	2.00	2.00	3.00	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	3.00	3.00	3.00	4.00	4.00	4.00	4.00
<b>Total</b>	<b>6.33</b>	<b>7.33</b>	<b>7.65</b>	<b>7.65</b>	<b>9.65</b>	<b>9.65</b>	<b>9.65</b>	<b>9.65</b>

Budget for Fiscal Year 22/23

	2022/23 Adopted	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	2022/23 Amended 03/13/23
<b>Public Works</b>								
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	0.43	0.43	0.43	0.43	0.43	0.43
Assistant Engineer	1.00	3.00	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	1.00	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	0.00	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Management Analyst I/II	0.25	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Meter Reader	1.00	1.00	1.00	1.00	2.00	2.00	2.00	2.00
Senior Accountant	0.00	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Senior Administrative Assistant	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Senior Civil Engineer	1.00	2.00	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
<b>Total</b>	<b>24.44</b>	<b>26.59</b>	<b>26.02</b>	<b>26.02</b>	<b>27.02</b>	<b>27.02</b>	<b>27.02</b>	<b>27.02</b>
<b>PUBLIC WORKS - Total</b>	<b>30.77</b>	<b>33.92</b>	<b>33.67</b>	<b>33.67</b>	<b>36.67</b>	<b>36.67</b>	<b>36.67</b>	<b>36.67</b>
<b>Grand Total</b>	<b>145.78</b>	<b>163.78</b>	<b>165.78</b>	<b>166.43</b>	<b>173.43</b>	<b>178.43</b>	<b>180.43</b>	<b>181.43</b>
<b>Total City Staff Positions</b>	<b>137.80</b>	<b>155.80</b>	<b>157.80</b>	<b>158.45</b>	<b>165.45</b>	<b>170.45</b>	<b>172.45</b>	<b>173.45</b>
<b>Total Contractual Positions</b>	<b>7.98</b>	<b>7.98</b>	<b>7.98</b>	<b>7.98</b>	<b>7.98</b>	<b>7.98</b>	<b>7.98</b>	<b>7.98</b>
<b>Total Funded Positions</b>	<b>145.78</b>	<b>163.78</b>	<b>165.78</b>	<b>166.43</b>	<b>173.43</b>	<b>178.43</b>	<b>180.43</b>	<b>181.43</b>



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**City of Lathrop Police Department  
Sworn Compensation Plan**  
Approved by Resolution No. 23-\_\_\_\_\_

In order to recruit and retain employees for the new Lathrop Police Department, the City has identified the following compensation components to be considered during the hiring and employment process. This Sworn Compensation Plan is an updated plan from the previously adopted plan, approved by Resolution No. ~~223-50625207~~.

Incentive pay is based upon current salary step and range for the employee. The incentive pays are cumulative unless specifically stated.

Pension Plan

The City participates in CalPERS retirement. The safety plan is a 2.7% @ 57 pension formula for sworn personnel.

Deferred Compensation

Laterals exiting a 3% @ 50 pension plan or 3% @ 55 pension plan, or were members of a Public Agency Retirement system prior to January 1, 2013 (Pre-PEPRA) the City will offer the following deferred compensation contribution on an annual basis. Contribution will be prorated and paid bi-weekly:

- Chief: \$5,000 (\$192.31 per pay period)
- Commander: \$4,000 (\$153.85 per pay period)
- Lieutenant: \$3,500 (\$134.62 per pay period)
- Sergeant and Lateral Officer: \$3,000 (\$115.39 per pay period)

Education and Police Officer Standards and Training (POST) Certification

The Commission on Peace Officer Standards and Training (POST), through the POST Professional Certificates Unit, awards professional certificates at the following levels: Basic, Intermediate, Advanced, Supervisory, Management, Executive,

These POST Professional Certificate Programs provide education, training, and support professionalism in law enforcement. Participation in POST training raises the level of

competence of law enforcement officers and fosters cooperation between the Commission, Public Safety Departments, and individuals.

Incentive pay for POST certification will be provided as follows:

Officers:

- 2.5% Intermediate Certificate
- 2.5% Advanced Certificate

Sergeants:

- 2.5% Advanced Certificate
- 2.5% Supervisory Certificate

Lieutenant and Commanders:

- 2.5% Supervisory Certificate
- 2.5% Management Certificate

The City will pay a 2.5% incentive on the existing salary step and range for sworn employees who possess an Associates of Arts degree. The City will pay a 5% incentive on existing salary step and range for sworn employees with a Bachelor’s Degree or higher. A maximum of 5% education incentive will be provided for this benefit.

Vacation Leave

Vacation Leave for employees shall accrue as follows:

Years of Service	Hours Per Pay Period	Hours Per Year	Maximum Accrual
0-4	3.08	80	240 hours
5-9	4.61	120	360 hours
10+	6.15	160	480 hours

Newly hired employees who begin employment from August 1, 2021 to December 31, 2023 will accrue vacation leave as follows:

Years of Service at Prior Agency	Hours Per Pay Period	Hours Per Year	Maximum Accrual
0-4	3.08	80	240 hours
5-9	4.61	120	360 hours
10+	6.15	160	480 hours

Vacation accrual increase shall include years of service at prior agency in accordance with the timeframe above. Also within that hiring timeframe, newly hired sworn personnel will be provided an initial vacation bank of 40 hours upon hire.

### Sick Leave

The City understands there are times when an employee, because of illness or injury, or caring for a family member who is ill or injured, cannot and should not be at work. Sick leave is provided on an accrual basis at eight (8) hours per month.

Sworn employees hired from August 1, 2021 to December 31, 2023 will be provided an initial sick leave bank of 40 hours upon hire.

### Sick Leave Conversion at Retirement

An employee who retires with at least ten (10) years of City service may elect one of the following options 1) convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay. The retired employee and his/her dependents shall be entitled to continued insurance coverage, dental and/or vision coverage currently in effect, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted. Thereafter, the retiree and his/her dependents may continue to participate in the City's group health plan, at group rates, provided the City receives the retiree's payment for the premium by the 10<sup>th</sup> of each month for the following month's coverage. 2) Convert to CALPERS service credit per the City's current contract.

Terms of the Policy Agreement with the City's insurance carrier regarding coverage and eligibility shall apply to the retiree and his/her dependents.

### Health Insurance

Effective January 1, 2023 City contributes up to a maximum of \$1,915 per month for Health Insurance (medical, dental, and vision) for full-time employees and eligible dependents. Sworn Staff have the option of contributing the unused health insurance balance to a 457 or taxable cash of unused balance. Up to \$8,040 annually (\$670/month).

### Uniform

The City will provide a uniform allowance of \$1,200 per year. Uniform allowance will be a onetime payment, paid the first pay period in January, beginning in January 2023.

### Signing Bonus

Sworn personnel hired between August 1, 2021 and December 31, 2023 will receive a cash bonus of \$5,000 upon hire.

### Special Assignment Pay

Sworn personnel assigned to perform special assignments shall receive the following compensation:

- Detective 5%
- School Resource Officer 5%
- Traffic 5%
- Field Training Officer 5%
- SWAT Officer 5%
- Community Resource Officer 5%
- Bilingual Pay 2.5%
- Canine Officer may receive a stipend of \$600 per month.

### Management Leave

The Chief of Police will receive 120 hours of Management Leave in accordance with City rules. Police Lieutenants and Police Commanders will receive 100 hours of Management Leave in accordance with City rules.

### Overtime for Non-Exempt 7(K) Public Safety Employee

Employees covered by this compensation plan are law enforcement employees as defined by the (Fair Labor Standards Act (FLSA) and as designated by the City under the 7(K) overtime exemption provision of the FLSA, who do not otherwise qualify for exemption from the FLSA overtime provisions.

### Work Period

City of Lathrop law enforcement employees have a 14-day work period. When the number of hours actually worked by law enforcement employees, exceeds eight six (86) hours in a 14-day work period, and those hours have been approved by the supervisor, the excess hours are considered overtime.

### Military Leave

Military leave shall be granted in accordance with provisions of State and Federal laws. For purposes of this section, "military duty" applies to both "active" and "inactive" military duty. Employees who are ordered to active military duty shall provide the City with a copy of the Orders. Employees who are required to engage in weeknight of weekend military drills as part of their inactive military duty, shall provide the City with documentation of the requirement. All employees entitled to military leave shall give the Chief an opportunity, within the limits of military regulations, to determine when such leave shall be granted. An employee on military

leave of absence will be entitled to receive City salary for the first 30 calendar days of such absence. Pay for such purposes shall not exceed 30 days in any one fiscal year.

**Educational Reimbursement**

In accordance with the City’s Tuition Reimbursement Program, employees are eligible to receive tuition reimbursement for educational purposes which are intended to improve his/her ability to accomplish his/her City job for courses taken on the employee’s own time. Courses taken at any college or university, business or technical school, or courses given by a recognized correspondence school shall be recognized when they are:

- a. Related to the employee’s current position within the City
- b. Related to the employee’s potential development within the City
- c. Part of a program leading to a degree relating to the employee’s position or possible development within the City

Reimbursement must be recommended by the Department Head and approved by the City Manager prior to enrollment. Requests are to be submitted on the approved form. Requests will be returned to the employee within fourteen (14) calendar days of submittal. Payment of education funds is discretionary with a Department Head within appropriate budget limits:

- a. Costs not to exceed a maximum of \$3,000 per calendar year, per employee; including books and materials and lab fees.
- b. Employee’s time and travel are at employee’s own expense.
- c. Class time must be on employee’s own time, unless the Department Head approves an exception.
- d. A passing grade of C or better, or a certificate of completion, is required in each course for reimbursement.

The City shall reimburse the employee within (30) calendar days of submitting the necessary documentation. If an employee voluntarily separates within one year of receiving the educational reimbursement, he/she must reimburse the City of Lathrop within one year from the separation date.

**Sworn Positions covered under this benefits plan include:**

- Police Chief                      Police Officer
- Police Sergeant                Police Commander
- Police Lieutenant

**Expiration Date:**

**This sworn compensation plan expires upon the adoption of an MOU between the City of Lathrop and the Lathrop Police Officers Association.**

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