

# July 8, 2024 – 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  
Minnie Diallo, Vice Mayor  
Paul Akinjo  
Diane Lazard  
Jennifer Torres-O'Callaghan

## City Staff

Stephen Salvatore, City Manager  
Salvador Navarrete, City Attorney  
Stephen Sealy, Chief of Police  
Michael King, Assistant City Manager  
Thomas Hedegard, Deputy City Manager  
Teresa Vargas, Government Services  
Director / City Clerk  
Brad Taylor, City Engineer  
Tony Fernandes, Information Systems Director  
Cari James, Finance Director  
Juliana Burns, Human Resources Director  
Rick Caguiat, Community Development  
Director  
Todd Sebastian, Parks and Recreation  
Director

## 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.



**July 8, 2024 – Regular Meeting Agenda – 7:00 p.m.**



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## **IMPORTANT NOTICE REGARDING THIS MEETING**

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. This meeting will also be available for public participation by teleconference via ZoomGov at the following link:

**<https://www.zoomgov.com/j/1616653941?pwd=34RtmhDNkg9hvMtekReYtRXrcIUJA.1>**

- ✦ During the meeting, those joining by ZoomGov, will be allowed to speak prior to the close of public comment on an item. If you are using this method, please "raise the hand" feature to inform the City Clerk (meeting host) you wish to speak on the matter. Please ensure your computer speaker and microphone are fully functional.
- ✦ For audio / calling in only, dial: +1 (669) 254-5252 or +1 (669) 216-1590
  - To request to speak (same as the "raise hand" feature) press \*9 / When the City Clerk calls your name, press \*6 to unmute.
- ✦ Meeting Webinar ID: 161 665 3941 / Passcode: 910578
- ✦ If you are not able to attend the meeting in person or virtually - Public comment / questions will be accepted by email to City Clerk Teresa Vargas at [website\\_cco@ci.lathrop.ca.us](mailto:website_cco@ci.lathrop.ca.us) or by calling (209) 941-7230. Please reference the Agenda Item or Public Comment Matter, and the date of the City Council Meeting, in your written communication.
- ✦ Questions or comments submitted by email 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, JULY 8, 2024  
7:00 P.M.  
COUNCIL CHAMBER, CITY HALL  
390 Towne Centre Drive  
Lathrop, CA 95330**

**AGENDA**

**PLEASE NOTE: There will be no Closed Session. The Regular Meeting will commence at 7:00 p.m.**

**1. PRELIMINARY**

- 1.1 CALL TO ORDER
- 1.2 ROLL CALL
- 1.3 INVOCATION
- 1.4 PLEDGE OF ALLEGIANCE
- 1.5 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER
- 1.6 INFORMATIONAL ITEM(S) - None
- 1.7 DECLARATION OF CONFLICT(S) OF INTEREST

**2. PRESENTATIONS**

- 2.1 PROCLAMATION DECLARING JULY AS PARKS AND RECREATION MONTH
- 2.2 INTRODUCTION OF NEW EMPLOYEES
  - Police Department
    - Krystal Pronske, Police Lieutenant
- 2.3 PRESENTATION REGARDING THE AMERICANS WITH DISABILITIES ACT (ADA) TRANSITIONAL PLAN UPDATE
- 2.4 PRESENTATION REGARDING THE BROADBAND INFRASTRUCTURE MASTER PLAN PROJECT, CIP GG 24-24

### **3. CITIZEN'S FORUM**

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

### **4. CONSENT CALENDAR**

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

- 4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS  
Waive the Reading in Full of Ordinances and Resolutions on Agenda and Adopt by Reading of Title Only, Unless Otherwise Requested by the Mayor or a Councilmember
- 4.2 APPROVAL OF MINUTES  
Approve Minutes for the Regular City Council Meeting of May 13, 2024, and the Special Meeting of June 3, 2024
- 4.3 APPROVE ESTABLISHING THE CITY OF LATHROP POET LAUREATE PROGRAM  
Adopt Resolution Establishing the City of Lathrop Poet Laureate Program and Authorizing the City Manager to Execute a Grant Funding Agreement with the Library & Literacy Foundation for San Joaquin County
- 4.4 APPROVE OUT OF STATE TRAVEL AUTHORIZING THE PARKS AND RECREATION DIRECTOR TO ATTEND TWO (2) OUT OF STATE MEETINGS IN HIS ROLE AS A REGENT OF THE BOARD OF THE NATIONAL RECREATION AND PARK ASSOCIATION, REVENUE DEVELOPMENT AND MANAGEMENT SCHOOL

Adopt Resolution Authorizing Out of State Travel for the Parks and Recreation Director to Attend the National Recreation and Park Association, Revenue Development and Management School Midyear Meeting August 5-6, 2024, in Denver Colorado and March 10-14, 2025, in Wheeling, West Virginia

- 4.5 APPROVE OUT OF STATE TRAVEL FOR COUNCIL MEMBERS TO ATTEND "EXPERIENCIA PUERTO RICO 2024", AS MEMBERS OF THE NATIONAL LEAGUE OF CITIES SMALL CITIES COUNCIL  
Adopt Resolution Authorizing Out of State Travel for the Two (2) Council Members to Attend "Experiencia Puerto Rico 2024" in San Juan, Puerto Rico, August 26-28, 2024, as Members of the National League of Cities Small Cities Council
- 4.6 APPROVE OUT OF STATE TRAVEL FOR COUNCIL MEMBERS TO ATTEND THE 2024 NATIONAL LEAGUE OF CITIES CITY SUMMIT  
Adopt Resolution Authorizing Out of State Travel for Four (4) Council Members to Attend the 2024 National League of Cities City Summit in Tampa Bay, Florida, November 13 -16, 2024
- 4.7 APPROVE THE PURCHASE OF FOUR (4) VEHICLES FROM PHIL LONG FORD OF DENVER AND TWO (2) VEHICLES FROM AMERICAN CHEVROLET OF MODESTO  
Adopt Resolution Approving the Purchase of Four (4) Vehicles from Phil Long Ford of Denver, and Resolution Approving the Purchase of Two (2) Vehicles from American Chevrolet of Modesto
- 4.8 APPROVE ANNUAL INDUSTRIAL SOLID WASTE LICENSE FOR TESLA, INC., FOR FISCAL YEAR (FY) 2024-25  
Adopt Resolution Approving Annual Industrial Solid Waste License for Tesla, Inc., for FY 2024-25
- 4.9 APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 66 LOTS IN TRACT 3225 WITHIN THE MOSSDALE LANDING AREA  
Adopt Resolution Approving Final Map for Tract 3225 within the Mossdale Landing Area, Totaling 66 Single Family Lots and Subdivision Improvement Agreement with K. Hovnanian Homes Northern California, Inc.
- 4.10 ACCEPT PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITIONS FOR EP NO. 2023-102, LOCATED ON GOLDEN VALLEY PARKWAY BETWEEN RIVER ISLANDS PARKWAY AND SPARTAN WAY, FROM LATHROP LAND ACQUISITION, LLC, APPROVE BUDGET AMENDMENT, RESCIND PREVIOUS APPROVAL OF CHANGE ORDER, AND APPROVE CHANGE ORDER NO. 33 FOR LANDSCAPE MAINTENANCE SERVICES WITH SILVA LANDSCAPE

Adopt Resolution Accepting Public Improvements with Associated Conditions for Encroachment Permit No. 2023-102 Located on Golden Valley Parkway Between River Islands Parkway and Spartan Way, from Lathrop Land Acquisition, LLC., Approve Budget Amendment, Rescind Previous Approval of Change Order No. 32, and Approve Change Order No. 33 for Landscape Maintenance with Silva Landscape

- 4.11 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY DSS COMPANY DBA KNIFE RIVER CONSTRUCTION FOR LATHROP ROAD PAVEMENT REPAIR, CIP PS 24-35

Adopt Resolution Accepting Public Improvements Constructed by DSS Company dba Knife River Construction for Lathrop Road Pavement Repair, CIP PS 24-35, Authorizing the Filing of a Notice of Completion, the Release of Contract Retention, and the Release of Performance and Payment Bonds

- 4.12 AWARD CONSTRUCTION CONTRACT TO MARINA LANDSCAPE, INC. FOR CONSTRUCTION OF THE GREEN PARK IMPROVEMENTS, CIP PK 22-12 AND APPROVE BUDGET AMENDMENT

Adopt Resolution Awarding a Construction Contract to Marina Landscape, Inc. for the Green Park Improvements, CIP PK 22-12 and Approve Budget Amendment

- 4.13 AWARD ADDITIONAL SCOPE OF WORK TO DSS COMPANY DBA KNIFE RIVER CONSTRUCTION AND APPROVE BUDGET AMENDMENT TO CONSTRUCT SIDEWALK IMPROVEMENTS AT THE LOUISE AVENUE AND MCKINLEY AVENUE INTERSECTION PROJECT, CIP PS 15-02

Adopt Resolution to Award Additional Scope of Work to DSS Company dba Knife River Construction and Approve Budget Amendment to Construct Sidewalk Improvements at the Louise Avenue and McKinley Avenue Intersection Project, CIP PS 15-02

- 4.14 AWARD CONSTRUCTION CONTRACT TO DSS COMPANY DBA KNIFE RIVER CONSTRUCTION FOR CONSTRUCTION OF YOSEMITE AVENUE PAVEMENT REHABILITATION, CIP PS 24-31 AND APPROVE BUDGET AMENDMENT

Adopt Resolution Awarding a Construction Contract to DSS Company dba Knife River Construction for Construction of Yosemite Avenue Pavement Rehabilitation, CIP PS 24-31 and Approve Budget Amendment

- 4.15 RATIFY CITY MANAGER'S EXECUTION OF CONTRACT CHANGE ORDER NO. 2 AND ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY LUMA ENGINEERING CONTRACTORS, INC. FOR PARK WEST SHADE SHELTER

Adopt Resolution Ratifying City Manager's Execution of Contract Change Order No. 2, Accepting Public Improvements Constructed by Luma Engineering Contractors, Inc. for Park West Shade Shelter, Authorizing the Filing of a Notice of Completion and Release of Contract Retention and Performance and Payment Bonds

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

- 4.16 ACCEPT C2 COMMUNITY PARK IMPROVEMENTS ASSOCIATED WITH THE SIA FOR TRACT 3794 FROM RIVER ISLANDS CUSTOM HOMESITES, LLC. LOCATED WITHIN THE LAKESIDE EAST DISTRICT OF RIVER ISLANDS  
Adopt Resolution Accepting C2 Community Park Improvements Associated with the Subdivision Improvement Agreement for Tract 3794 from River Islands Custom Homesites, LLC, Located within the Lakeside East District of River Islands

### **5. SCHEDULED ITEMS**

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER A GENERAL PLAN AMENDMENT, PRE-ZONE, CONDITIONAL USE PERMIT, SITE PLAN REVIEW, AND ANNEXATION FOR THE SINGH PETROLEUM PROJECT  
Council to Consider the Following:

1. Hold a Public Hearing;
2. Adopt Resolution Certifying the Final Environmental Impact Report (FEIR) (SCH# 2022120596), CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Measures/Monitoring Plan for the Singh Petroleum Project;
3. Adopt Resolution Approving a General Plan Amendment of APN: 191-250-06 to FC, Freeway Commercial (GPA-20-60);
4. Introduce and Conduct First Reading of an Ordinance for Zoning Map Amendment related to the Pre-Zoning of the Subject Annexation Area (REZ-20-61);
5. Adopt Resolution to Approve a Conditional Use Permit and Site Plan Review to Allow for the Development of a Travel Plaza on the Subject Properties (CUP-20-62 and SPR-20-63); and
6. Adopt Resolution to Direct Staff to File an Application with San Joaquin Local Agency Formation Commission for the Annexation of 22.42-acres (ANX-20-64)

- 5.2 DISCUSS PROPOSED COMMEMORATIVE LIGHTING POLICY FOR THE CITY OWNED PALM TREES  
City Council to Discuss and Consider Adopting a Resolution Approving the Commemorative Lighting Policy for the City Owned Palm Trees

### **6. COUNCIL COMMUNICATIONS**

6.1 COUNCILMEMBER TORRES-O'CALLAGHAN REFERRAL –  
Discuss Installing Traffic Signal at Central Pacific and Spartan Way, Near  
the High School

6.2 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

- *Ava Community Energy (Diallo/Torres-O'Callaghan)*
- *Central Valley Executive Committee/LOCC (Akinjo/Diallo)*
- *Council of Governments (Dhaliwal/Diallo)*
- *Integrated Waste Management Solid Waste Division (Akinjo/Torres-O'Callaghan)*
- *Local Agency Formation Commission (LAFCo) (Diallo)*
- *Reclamation District 17 Joint Powers Authority (Salvatore)*
- *San Joaquin Partnership Board of Directors (Salvatore)*
- *San Joaquin County Commission on Aging (Vacancy)*
- *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/Torres-O'Callaghan)*

6.3 MAYOR & COUNCILMEMBER COMMENT(S)

## 7. ADJOURNMENT

*/Teresa Vargas/*

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Teresa Vargas, MMC  
Government Services Director  
City Clerk



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**CITY OF LATHROP  
CITY COUNCIL REGULAR MEETING  
MONDAY, MAY 13, 2024  
7:00 P.M.  
COUNCIL CHAMBER, CITY HALL  
390 Towne Centre Drive  
Lathrop, CA 95330**

**MINUTES**

**PLEASE NOTE: There was a Closed Session, which commenced at 6:03 p.m. The Regular Meeting reconvened at 7:04 p.m.**

**1. PRELIMINARY**

1.1 CALL TO ORDER - – Vice Mayor Diallo called the meeting to order at 6:03 p.m.

1.2 CLOSED SESSION

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

**RECONVENE** – Vice Mayor Diallo reconvened the meeting at 7:04 p.m.

1.2.2 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete reported that the City Council provided appropriate direction to staff pursuant to Item 1.2; no other reportable action taken.

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

Absent: Mayor Dhaliwal

1.4 INVOCATION – Councilmember Akinjo provided the invocation.

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

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

City Engineer Brad Taylor announced temporary road closure and traffic configurations for Northbound McKinley Avenue at Louise Avenue, commencing May 14, 2024 through end of August 2024.

1.7 INFORMATIONAL ITEM(S) - None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

Vice Mayor Diallo declared a conflict of interest with Item 4.25, due to an agreement with the River Islands Development. Councilmember Lazard declared a conflict of interest with Item 4.25, due to her employment with Dell’Osso Farms.

**2. PRESENTATIONS**

2.1 CERTIFICATE OF RECOGNITION LATHROP HIGH SCHOOL VARSITY GIRLS TRACK AND FIELD TEAM

Vice Mayor Diallo provided certificates of recognition to members of the Lathrop High School Varsity Girls Track and Field Team for their outstanding achievement and stellar sportsmanship during the 2023-2024 athletic season, as members of the Western Athletic Conference Track and Field Team.

2.2 CERTIFICATE OF RECOGNITION LATHROP HIGH SCHOOL VARSITY BOYS TRACK AND FIELD TEAM

Councilmember Torres-O’Callaghan provided certificates of recognition to members of the Lathrop High School Varsity Boys Track and Field Team for their outstanding achievement and stellar sportsmanship during the 2023-2024 athletic season, as members of the Western Athletic Conference Track and Field Team.

2.3 CERTIFICATE OF RECOGNITION LATHROP HIGH SCHOOL VARSITY CHEER TEAM

Councilmember Lazard provided certificates of recognition to members of the Lathrop High School Cheer Team for their outstanding achievement in finishing 1<sup>st</sup> place in the Nationals Competition, for the 2023-2024 season, with an outstanding 95.05 final score, and earning the Girls Varsity 2024 JAMZ National Cheerleading Championship.

2.4 CERTIFICATE OF RECOGNITION LATHROP HIGH SCHOOL VARSITY BOYS VOLLEYBALL TEAM

Councilmember Akinjo provided certificates of recognition to members of the Lathrop High School Boys Varsity Team for their outstanding achievement and stellar sportsmanship during the 2023-2024 athletic season, as members of the Western Athletic Conference Volleyball Team, and finishing 1<sup>st</sup> place in the League for the 2023-2024 athletic season, with an outstanding score of 14-0.

2.5 RECOGNIZING EFFORTS BY COMMUNITY ORGANIZATIONS DURING THE COVID-19 PANDEMIC

Vice Mayor Diallo, on behalf of the City Council, recognized the American Desi Society, the Sikh Motorcycle Club and the New Lathrop Neighborhood Watch Group, for their charitable efforts and dedication to the Lathrop community during the COVID-19 pandemic.

2.6 INTRODUCTION OF NEW EMPLOYEES

Chief of Police Stephen Sealy introduced the following Police Department employees: Community Resource Officer Gabrielle Johnson, Animal Center Assistant Denise Eastburn, Animal Center Assistant Jessyka Fernandes, and Captain Richard Barries.

2.7 ECONOMIC DEVELOPMENT UPDATE

Economic Development Administrator Shelley Burcham provided the presentation covering economic developed activity from January 2024 to April 2024.

2.8 RECEIVE UPDATE ON CANNABIS RELATED ITEMS

Deputy City Manager Thomas Hedegard provided an update related to the city's approved cannabis retailer. Mark Elliott (in person speaker) requested additional information on tax revenues and the city's use of tax monies collected. Stephen Dresser (in person speaker) commented asked for additional information related to crime activity near cannabis retail establishments.

**3. CITIZEN'S FORUM**

Shawna Brown (in person speaker), founder of Crush Colon Cancer Organization, provided information regarding colon cancer awareness. Gavin Cline (in person speaker), Legislative Representative for Congress Member John Duarte, provided an overview of various legislative updates and activities for California's 13<sup>th</sup> District.

Tosh Ishihara (in person speaker) thanked the City Council for their support and city staff for their efforts in the success of the 2024 Mayor's Art Show. Bennie Gatto (in person speaker) expressed similar sentiments and gratitude to staff for organizing the Mayor's Art Show event.

#### 4. CONSENT CALENDAR

On a motion by Councilmember Akinjo, seconded by Councilmember Lazard, the City Council approved the Consent Calendar, except Item 4.23, by the following roll call vote, unless otherwise indicated:

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

*\*(Item 4.23 voted on after Items 4.1 through 4.22, and 4.24, due to Councilmember Akinjo's declared conflict of interest with Item 4.23, due to his residence with the Stonebridge District area.)*

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

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

##### 4.2 APPROVAL OF MINUTES

Approved Minutes for the Regular Council Meeting of March 11, 2024, and Special Council Meeting of March 25, 2024.

##### 4.3 SECOND READING AND ADOPTION OF ORDINANCE 24-458 OF THE CITY COUNCIL OF THE CITY OF LATHROP LEVYING SPECIAL TAXES WITHIN CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2024-1 (EAGLES LANDING SERVICES)

Waived full reading and adopted **Ordinance 24-458** levying special taxes within City of Lathrop Community Facilities District No. 2024-1 (Eagles Landing Services).

##### 4.4 TREASURER'S REPORT FOR MARCH 2024

Approved Quarterly Treasurer's Report for March 2024.

4.5 DECLARE ONE VEHICLE AND EQUIPMENT SURPLUS PROPERTY AND AUTHORIZE THEIR DISPOSAL

Adopted **Resolution 24-5506** declaring one vehicle and equipment surplus property and authorizing their disposal.

4.6 RATIFY SAN JOAQUIN COUNCIL OF GOVERNMENTS ANNUAL FINANCIAL PLAN

Adopted **Resolution 24-5507** ratifying the San Joaquin Council of Governments (SJCOG) Annual Financial Plan for FY 2024-25.

4.7 RATIFY APPROVAL OF AGREEMENT TO USE DONATED FUNDS TO PURCHASE A POLICE K-9 TO ACCOMPANY SCHOOL RESOURCE OFFICER ASSIGNED TO RIVER ISLAND ACADEMIES CAMPUSES

Pulled by Councilmember Akinjo. A question and answer period ensued. Chief of Police Stephen Sealy and City Manager Stephen Salvatore provided additional information.

Adopted **Resolution 24-5508** ratifying approval of an Agreement to use donated funds to purchase a Police K-9 to accompany School Resource Officer assigned to the River Island Academies Campuses.

4.8 RATIFY OUT OF STATE TRAVEL COSTS FOR THE LATHROP POLICE DEPARTMENT FOR SUSPECT EXTRADITION FROM OKLAHOMA

Adopted **Resolution 24-5509** ratifying out of state travel expenses related to the Lathrop Police Department suspect extradition from Oklahoma.

4.9 RATIFY SERVICE CONTRACT WITH SOLID NETWORKS INC. FOR DISASTER RECOVERY EQUIPMENT AND INSTALLATION

Adopted **Resolution 24-5510** ratifying Service Contract with Solid Networks Inc. for disaster recovery equipment and installation.

4.10 APPROVE THE PURCHASE OF EIGHT (8) VEHICLES FROM MCAULEY FORD OF PATTERSON, FOUR (4) VEHICLES FROM AMERICAN CHEVROLET OF MODESTO, AND AUTHORIZE A SERVICE CONTRACT FOR NEXTGEN ALPHA UPFITTING TO PROVIDE THE PURCHASE AND INSTALLATION OF UPFITTING MATERIALS FOR POLICE VEHICLES

Adopted **Resolutions 24-5511, 24-5512, 24-5513** approving the purchase of eight (8) vehicles from McAuley Ford of Patterson, four (4) vehicles from American Chevrolet of Modesto, and authorizing the purchase and installation of Police vehicle equipment by NextGen Alpha Upfitting.

- 4.11 APPROVE JULY 1<sup>ST</sup> LATHROP BIRTHDAY CELEBRATION TEMPORARY STREET CLOSURE ON CRESPI STREET AND LOCOMOTIVE STREET

Adopted **Resolution 24-5514** approving Temporary Street Closures for the 2024 City of Lathrop July 1<sup>st</sup> Birthday Celebration on Crespi Street and Locomotive Street.

- 4.12 APPROVE OUT OF STATE TRAVEL FOR THE 2024 NATIONAL LEAGUE OF CITIES NATIONAL BLACK CAUCUS OF LOCAL ELECTED OFFICIALS (NBC-LEO) SUMMER CONFERENCE

Adopted **Resolution 24-5515** authorizing out of state travel for the 2024 National League of Cities National Black Caucus of Local Elected Officials Summer Conference to Chicago, Illinois, from June 25-28, 2024, and approving of related budget amendment.

- 4.13 APPROVE FISCAL YEAR 2024-25 PROJECT LIST ASSOCIATED WITH SENATE BILL 1

Adopted **Resolution 24-5516** approving the list of projects for Fiscal Year 2024-25, funded by Senate Bill 1, the Road Repair and Accountability Act of 2017.

- 4.14 APPROVE SERVICE CONTRACT WITH FRANK M. BOOTH INC. TO PROVIDE ON-CALL HVAC SYSTEMS SERVICES

Adopted **Resolution 24-5517** approving Service Contract With Frank M. Booth Inc. to provide on-call HVAC Systems maintenance support services.

- 4.15 APPROVE PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH MARK THOMAS, INC. TO COMPLETE THE DESIGN PHASE FOR LOUISE AVENUE AND INTERSTATE 5 INTERCHANGE, CIP PS 06-06

Adopted **Resolution 24-5518** approving Professional Consulting Services Agreement with Mark Thomas, Inc. to complete the design phase for Louise Avenue and I-5 Interchange, CIP PS 06-06.



- 4.16 APPROVE PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH MARK THOMAS, INC. TO COMPLETE THE PROJECT INITIATION DOCUMENT PHASE FOR THE LATHROP ROAD AND INTERSTATE 5 INTERCHANGE, CIP PS 06-16 AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 24-5519** approving Professional Consulting Services Agreement with Mark Thomas to complete the project initiation document phase for the Lathrop Road and I-5 Interchange, CIP PS 06-16, and approve budget amendment.

- 4.17 CREATE CIP PS 24-35 FOR LATHROP ROAD PAVEMENT REHABILITATION, AWARD CONSTRUCTION CONTRACT TO DSS COMPANY DBA KNIFE RIVER CONSTRUCTION AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 24-5520** creating CIP PS 24-35 for Lathrop Road pavement repair, awarding Construction Contract to DSS Company dba Knife River Construction, and approving budget amendment.

- 4.18 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY ODYSSEY ENVIRONMENTAL SERVICES, INC. FOR MOSSDALE LANDSCAPE AND IRRIGATION IMPROVEMENTS, CIP GG 20-19 AND LATHROP ROAD AND LOUISE AVENUE LANDSCAPE IMPROVEMENTS, CIP GG 21-15

Adopted **Resolution 24-5521** accepting public improvements constructed by Odyssey Environmental Services, Inc. for Mossdale District landscape and irrigation improvements, CIP GG 20-19, and Lathrop Road and Louise Avenue landscape improvements, CIP GG 21-15, authorizing the filing of a Notice of Completion, release contract retention, and release of Performance and Payment Bonds.

- 4.19 AWARD CONSTRUCTION CONTRACT TO ACCURATE CORROSION CONTROL, INC. FOR CITYWIDE CATHODIC PROTECTION MAINTENANCE, CIP GG 22-02

Adopted **Resolution 24-5522** awarding a Construction Contract to Accurate Corrosion Control, Inc. for citywide cathodic protection maintenance, CIP GG 22-02.

- 4.20 AWARD CONSTRUCTION CONTRACT TO AMERICAN PAVEMENT SYSTEMS, INC. FOR THE CONSTRUCTION OF MOSSDALE PAVEMENT PREVENTATIVE MAINTENANCE, CIP PS 24-32 AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 24-5523** awarding Construction Contract to American Pavement Systems, Inc, for construction of CIP PS 24-32, for the Mosssdale District pavement preventative maintenance, and approving budget amendment.

4.21 TRANSPORTATION DEVELOPMENT ACT CLAIM FOR FISCAL YEAR 23-24

Adopted **Resolution 24-5524** authorizing the filing of a Transportation Development Act (TDA) claim for Local Transportation Funds (LTF) for Fiscal Year 2023-24.

4.22 APPROVE THE PRELIMINARY ENGINEER'S REPORT AND DECLARE INTENTION TO LEVY ANNUAL ASSESSMENTS FOR FISCAL YEAR 2024-25 FOR INDUSTRIAL LIGHTING MAINTENANCE DISTRICT; RESIDENTIAL LIGHTING MAINTENANCE DISTRICT; MOSSDALE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT; STORM DRAIN DISTRICT ZONE 1; AND STORM DRAIN DISTRICT ZONE 1A

The City Council considered the following and adopted:

1. **Resolution 24-5525** approving the Preliminary Engineer's Report for the Industrial Lighting Maintenance District and declaring intention to levy annual assessments for Fiscal Year 2024-25;
2. **Resolution 24-5526** approving the Preliminary Engineer's Report for the Residential Lighting Maintenance District and declaring intention to levy annual assessments for Fiscal Year 2024-25;
3. **Resolution 24-5527** approving the Preliminary Engineer's Report for the Mosssdale Landscape and Lighting Maintenance District and declaring intention to levy annual assessments for Fiscal Year 2024-25; and
4. **Resolution 24-5528** approving the Preliminary Engineer's Report for the Storm Drain Districts Zones 1 and 1A and declaring intention to levy annual assessments for Fiscal Year 2024-25.

4.23 \*APPROVE THE PRELIMINARY ENGINEER'S REPORT AND DECLARE INTENTION TO LEVY ANNUAL ASSESSMENTS FOR FISCAL YEAR 2024-25 FOR STONEBRIDGE LANDSCAPING MAINTENANCE DISTRICT AND STONEBRIDGE DRAINAGE AND LIGHTING DISTRICT

Councilmember Akinjo stepped down from the dais at 8:36 p.m.

On a motion by Councilmember Lazard, seconded by Councilmember Torres-O'Callaghan, the City Council approved Item 4.23, and adopted the following resolutions by the following roll call vote, unless otherwise indicated:

1. **Resolution 24-5530** approving the Preliminary Engineer’s Report for the Stonebridge Landscaping Maintenance District and declaring intention to levy annual assessments for Fiscal Year 2024-25; and
2. **Resolution 24-5531** approving the Preliminary Engineer’s Report for the Stonebridge Drainage & Lighting District and declaring intention to levy annual assessments for Fiscal Year 2024-25.

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

*\*(Item 4.23 voted on after Items 4.1 through 4.22, and 4.24, due to Councilmember Akinjo’s declared conflict of interest with Item 4.23, due to his residence with the Stonebridge District area.)*

Councilmember Akinjo returned to the dais at 8:37 p.m.

- 4.24 APPROVE THE PRELIMINARY ENGINEER’S REPORT AND DECLARE INTENTION TO LEVY ANNUAL ASSESSMENTS FOR FISCAL YEAR 2024-25 FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 93-1 (WOODFIELD PARK)

Adopted **Resolution 24-5529** approving the Preliminary Engineer’s Report for Landscape and Lighting Maintenance District No. 93-1 (Woodfield Park) and declaring intention to levy annual assessments for Fiscal Year 2024-25.

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

Item 4.25 was removed from the Consent Calendar due to declared conflicts of interest announced under Item 1.8, and lack of quorum with non-conflicted Council Members. Item 4.25 will be considered at a future council meeting. No action taken on this matter.

- 4.25 APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 30 LOTS IN TRACT 3795 VILLAGE “C6” AND “C7” WITHIN SOUTH RIVER BEND DISTRICT OF RIVER ISLANDS  
 Adopt Resolution Approving Final Map for Tract 3795 Village “C6” and “C7” within the South River bend District, Totaling 30 Single Family Lots and a Subdivision Improvement Agreement with River Islands Custom Homesites, LLC

## 5. SCHEDULED ITEMS

### 5.1 APPROVE BALLOTS FOR THE PROPOSED SAN JOAQUIN AREA FLOOD CONTROL AGENCY MOSSDALE TRACT OVERLAY ASSESSMENT DISTRICT FORMATION AS RELATED TO CITY-OWNED PROPERTIES

Assistant City Manager Michael King provided the presentation. City Manager Stephen Salvatore provided additional information on the matter. A question and answer period ensued throughout the presentation.

On a motion by Councilmember Lazard, seconded by Councilmember Torres-O'Callaghan, the City Council adopted **Resolution 24-5532** approving the proposed San Joaquin Area Flood Control Agency (SJAFCA) Mossdale Tract Assessment District Formation, and authorized the City Manager to execute ballots for city-owned properties in favor of the proposed assessment.

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

### 5.2 FIVE (5) YEAR AMENDED AND RESTATED CONTRACT FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION AND DISPOSAL

Parks & Recreation Director Todd Sebastian and Parks & Recreation Manager Melissa Stathakopoulos provided the presentation. A question and answer period ensued throughout the presentation. Kelley Johannson (in person speaker) representing Republic Services/Lathrop Sunrise Sanitation Corporation, provided additional information related to the services provided under the proposed agreement.

On a motion by Councilmember Lazard, seconded by Councilmember Torres-O'Callaghan, the City Council adopted **Resolution 24-5533** approving a five (5) Year Amended and Restated Contract for solid waste collection and disposal of residential and commercial customers, between City of Lathrop and Lathrop Sunrise Sanitation Corporation, and authorizing a rate adjustment for Fiscal Year 2024-2025.

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

5.3 DISCUSS AND CONSIDER AWARDING A CONSTRUCTION CONTRACT TO DIRT DYNASTY, INC. FOR LATHROP ROAD RESIDENTIAL DRIVEWAY RECONSTRUCTION, CIP GG 24-27 AND APPROVE BUDGET AMENDMENT

Assistant City Manager Michael King provided the presentation. City Manager Stephen Salvatore provided additional information on the matter. A question and answer period ensued throughout the presentation. Irene Torres (in person speaker) commented on the condition of her driveway before and after the improvement project.

On a motion by Councilmember Akinjo, seconded by Councilmember Torres-O’Callaghan, the City Council discussed and adopted **Resolution 24-5534** awarding Construction Contract to Dirt Dynasty, Inc. for the Lathrop Road residential driveway reconstruction, CIP GG 24-27, and approve budget amendment.

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

**6. COUNCIL COMMUNICATIONS**

6.1 COUNCILMEMBER TORRES-O’CALLAGHAN REFERRAL – Discuss Lighting Palm Trees for the Month of June Commemorating Pride Month  
Councilmember Torres-O’Callaghan provided an overview of the referral, requested City Council support in lighting the city palm trees for the month of June in observance of Pride Month. A question and answer period ensued throughout the presentation. Vice Mayor Diallo spoke in support of a policy that would provide staff direction in lighting the palm trees for additional holidays and special city related events, such as Juneteenth. City Council consensus provided staff direction to light the palm trees the first half of the month of June (June 1<sup>st</sup> to 15<sup>th</sup>) for Pride Month and the remainder half of the month for Juneteenth.

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

6.2 MAYOR DHALI WAL REFERRAL – Update Appointment to the San Joaquin Council of Governments Board of Directors

Vice Mayor Diallo made the following appointments:

**SJ COG Board of Directors**  
Sonny Dhaliwal

**Term Expires**  
December 2024

On a motion by Councilmember Akinjo, seconded by Councilmember Torres-O'Callaghan, the City Council approved the appointment made by Vice Mayor Diallo as noted above.

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

6.3 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

Councilmember Akinjo reported his attendance to a recent meeting of the Tri Valley-San Joaquin Valley Regional Rail Authority. Vice Mayor Diallo reported her attendance to the Once Voice Trip to Washington DC, and reported that Mayor Dhaliwal, Councilmembers Akinjo and Lazard, and City Manager Stephen Salvatore also attended the regional trip.

6.4 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Torres-O'Callaghan congratulated students' graduation from local schools. Councilmember Akinjo expressed appreciation to the senior citizen community and their involvement in the community. Councilmember Lazard thanked those in attendance. Vice Mayor Diallo expressed appreciation to the students present during the meeting, and expressed gratitude towards staff.

7. **ADJOURNMENT** – There being no further business, Vice Mayor Diallo adjourned the meeting at 9:49 p.m.



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Teresa Vargas, MMC  
Government Services Director  
City Clerk





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

- 2.2 ADOPT 2024 ADEQUATE PROGRESS REPORT FINDING TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR ISLAND RECLAMATION DISTRICT 2062 (RIVER ISLANDS PHASES 1 & 2)

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

Adopted **Resolution 24-5535** adopting the 2024 Adequate Progress Findings toward providing a 200-Year Urban Level of Flood Protection in Phases 1 and 2 Levees of Island Reclamation District 2062 by the Year 2025, acting as the Land Use Agency.

- 2.3 APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 30 LOTS IN TRACT 3795 VILLAGE "C6" AND "C7" WITHIN SOUTH RIVER BEND DISTRICT OF RIVER ISLANDS

Adopted **Resolution 24-5536** approving Final Map for Tract 3795 Village "C6" and "C7" within the South River Bend District, totaling 30 single family lots and a Subdivision Improvement Agreement with River Islands Custom Homesites, LLC.

- 2.4 APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4215 VILLAGE 22 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

Adopted **Resolution 24-5537** approving Final Map for Tract 4215 Village 22 within the Woodlands East District, totaling 62 Residential Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with Califia, LLC.

- 2.5 APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 133 LOTS IN TRACT 4219 VILLAGE 21 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

Adopted **Resolution 24-5538** approving Final Map for Tract 4219 Village 21 within the Woodlands East District, totaling 133 Residential Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with Califia, LLC.

- 2.6 APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 105 LOTS IN TRACT 4220 VILLAGE 23 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

Adopted **Resolution 24-5539** approving Final Map for Tract 4220 Village 23 within the Woodlands East District, totaling 105 Residential Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with Califia, LLC.

### 3. COUNCIL COMMUNICATIONS

*Vice Mayor Diallo returned to the dais at 5:43 p.m.*

3.1 **MAYOR DHALI WAL REFERRAL – Discuss Renaming of the “Mayor’s Art Show and Sale” to the “Joyce Gatto Art Show and Sale”**

Mayor Dhaliwal provided a brief overview of the referral, and asked the City Council to consider renaming the “Mayor’s Art Show and Sale” to the “Joyce Gatto Art Show”.

On a motion by Mayor Dhaliwal, seconded by Vice Mayor Diallo, the City Council approved the renaming of the “Mayor’s Art Show and Sale” to the “Joyce Gatto Art Show”, by the following roll call vote, unless otherwise indicated:

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

Staff was directed to bring back the matter for formal action during the June 10, Regular City Council Meeting.

Following the Council Communications, prior to the meeting being adjourned, Mayor Dhaliwal called on in-person speaker Deidra Cotton. Ms. Cotton provided an overview of her mobile business, she explained she is a food vendor and participates in many events around the county, and she urged the city to allow tented food vendors during city events.

4. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 5:48 p.m.

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

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**ITEM: CITY OF LATHROP POET LAUREATE PROGRAM**

**RECOMMENDATION: Adopt Resolution Establishing the City of Lathrop Poet Laureate Program and Authorizing the City Manager to Execute Grant Funding Agreement with the Library & Literacy Foundation for San Joaquin County**

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**SUMMARY:**

Staff has been made aware of a grant program through the Library and Literacy Foundation for San Joaquin County to establish the City's first ever Poet Laureate. The Library and Literacy Foundation for San Joaquin (Foundation) has a mission to support programs in San Joaquin County communities that foster literacy and promote the power of reading to enrich lives. The Foundation desires to support the founding of the City of Lathrop's Poet Laureate Program.

The Poet Laureate Program shall support Lathrop literacy programs and foster appreciation for poetry and its benefits through reading poetry at civic events, development of commemorative poems that express Lathrop life, and providing workshops to the community. Goals include offering poetry workshops to the community, supporting Lathrop Library's early childhood and adult literacy programs, fostering an appreciation of poetry in the lives of community members and increasing community awareness of the benefits and importance of poetry and the literary arts.

The award of \$15,000 will be granted for use beginning July 1, 2024 through June 30, 2027. Any unused funds at the end of each fiscal year (June 30) will be rolled over to the next fiscal year throughout the course of this agreement until the funds are exhausted.

Staff recommends that City Council authorize City Manager to accept the grant to develop the Poet Laureate Program over three (3) fiscal years and appropriate funds. This action would not allow any direct donations to City staff, in conformance with the rules and regulations pursuant to California Government Code, Section 53234et.seq.

**BACKGROUND:**

Staff has been made aware of a grant program through the Library and Literacy Foundation for San Joaquin County to establish the City's first ever Poet Laureate. The Library and Literacy Foundation for San Joaquin (Foundation) has a mission to support programs in San Joaquin County communities that foster literacy and promote the power of reading to enrich lives. The Foundation desires to support the founding of the City of Lathrop's Poet Laureate Program.

The Poet Laureate Program shall support Lathrop literacy programs and foster appreciation for poetry and its benefits through reading poetry at civic events, development of commemorative poems that express Lathrop life, and providing workshops to the community. Goals include offering poetry workshops to the community, supporting Lathrop Library's early childhood and adult literacy programs, fostering an appreciation of poetry in the lives of community members and increasing community awareness of the benefits and importance of poetry and the literary arts.

The following project description has been approved by the Foundation; Establish a Poet Laureate program to inspire local residents, especially the youth, to develop a life-long appreciation of literature, remind the community about the importance of literature and poetry, invest in Lathrop's human capital and talent, and build its capacity and advocacy for reading and literary arts.

The Poet Laureate Program has the goal of accomplishing the following objectives:

1. Selection of Poet Laureate by a selection committee
  - a. Two (2) Commissioners each from the Parks and Recreation Commission, Senior Advisory Commission, and the Youth Advisory Commission will serve as the selection committee.
2. Work with the City of Lathrop to compose one original poem per year dedicated to the City of Lathrop at a City Council Meeting and provide public readings of original work at specific civic events
3. Work with Youth Advisory Commission to Host a teen, Spoken Word event, (i.e. poetry slam)
4. Work with Senior Advisory Commission to Host a free poetry workshop
5. Work with the San Joaquin County Library, Lathrop Branch, to host both an early childhood literacy program and a free poetry workshop to the general public, at the library
6. Work with both the Manteca Unified School District and River Islands Academies to host a literacy event at each school located within the City limits.
7. Participate in a minimum of six (6) events per year

The award of \$15,000 will be granted for use beginning July 1, 2024 through June 30, 2027. Any unused funds at the end of each fiscal year (June 30) will be rolled over to the next fiscal year throughout the course of this agreement until the funds are exhausted.

Staff recommends that City Council authorize City Manager to accept the grant to develop the Poet Laureate Program over three (3) fiscal years and appropriate funds. This action would not allow any direct donations to City staff, in conformance with the rules and regulations pursuant to California Government Code, Section 53234et.seq.

**RECOMMENDATION:**

Staff recommends that the City Council authorize City Manager to accept the grant to develop the Poet Laureate Program over three (3) fiscal years and appropriate funds.

**FISCAL IMPACT:**

Funding will give the City an opportunity to create a Poet Laureate program. The administrative costs associated with this program will be absorbed into the Council approved FY23-25 biennial operating budget. The grant proceeds are anticipated to cover all Poet Laureate Program related costs and there is no requirement of local match funds.

**ATTACHMENTS:**

- A. Resolution Establishing the City of Lathrop Poet Laureate Program and Authorizing the City Manager to Execute Grant Funding Agreement with the Library & Literacy Foundation for San Joaquin County
- B. Poet Laureate Grant Funding Agreement Between the City of Lathrop and the Library and Literacy Foundation for San Joaquin County

**CITY MANAGER'S REPORT  
JULY 8, 2024 CITY COUNCIL REGULAR MEETING  
CITY OF LATHROP POET LAUREATE PROGRAM**

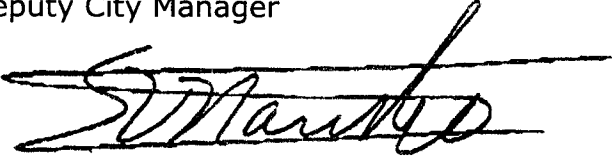
**APPROVALS:**



Thomas Hedegard  
Deputy City Manager

7/1/2024

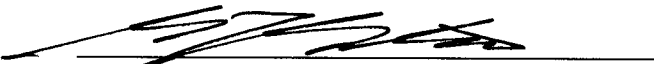
Date



Salvador Navarrete  
City Attorney

7/1/2024

Date



Stephen J. Salvatore  
City Manager

7.8.24

Date



**RESOLUTION NO. 24 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ESTABLISHING THE CITY OF LATHROP POET LAUREATE PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT FUNDING AGREEMENT WITH THE LIBRARY & LITERACY FOUNDATION FOR SAN JOAQUIN COUNTY**

**WHEREAS**, staff has been made aware of a grant program through the Library and Literacy Foundation for San Joaquin County to establish the City's first ever Poet Laureate. The Library and Literacy Foundation for San Joaquin (Foundation) has a mission to support programs in San Joaquin County communities that foster literacy and promote the power of reading to enrich lives; and

**WHEREAS**, the Foundation desires to support the founding of the City of Lathrop's Poet Laureate Program; and

**WHEREAS** the following project description has been approved by the Foundation; Establish a Poet Laureate program to inspire local residents, especially the youth, to develop a life-long appreciation of literature, remind the community about the importance of literature and poetry, invest in Lathrop's human capital and talent, and build its capacity and advocacy for reading and literary arts; and

**WHEREAS**, the Poet Laureate Program has the goal of accomplishing the following objectives:

1. Selection of Poet Laureate by a selection committee
  - a. Two (2) Commissioners each from the Parks and Recreation Commission, Senior Advisory Commission, and the Youth Advisory Commission will serve as the selection committee.
2. Work with the City of Lathrop to compose one original poem per year dedicated to the City of Lathrop at a City Council Meeting and provide public readings of original work at specific civic events
3. Work with Youth Advisory Commission to Host a teen, Spoken Word event, (i.e. poetry slam)
4. Work with Senior Advisory Commission to Host a free poetry workshop
5. Work with the San Joaquin County Library, Lathrop Branch, to host both an early childhood literacy program and a free poetry workshop to the general public, at the library
6. Work with both the Manteca Unified School District and River Islands Academies to host a literacy event at each school located within the City limits.
7. Participate in a minimum of six (6) events per year; and

**WHEREAS**, the award of \$15,000 will be granted for use beginning July 1, 2024 through June 30, 2027. Any unused funds at the end of each fiscal year (June 30) will be rolled over to the next fiscal year throughout the course of this agreement until the funds are exhausted.; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council does hereby authorize the City Manager to accept the grant to develop the Poet Laureate Program over three (3) fiscal years and appropriate funds.

The foregoing resolution was passed and adopted this 8<sup>th</sup> day of July 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

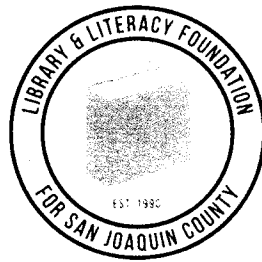
\_\_\_\_\_  
Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



July 1, 2024

Thomas R. Hedegard  
Deputy City Manager  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

Dear Mr. Hedegard:

It is my pleasure to inform you that the Library & Literacy Foundation for San Joaquin has approved a \$15,000 grant from the Library & Literacy Foundation to support the founding of the City of Lathrop's first Poet Laureate Program.

Please note that payment of this grant is pending receipt of an executed grant agreement. This grant is subject to the terms outlined in the enclosed Grant Agreement. After you have reviewed these documents, please have an appropriate officer **countersign the enclosed agreement, scan it into a PDF, and submit it via email to [glorente@sanjoaquincf.org](mailto:glorente@sanjoaquincf.org) within 10 (ten) days.** You may also hand deliver the signed grant agreement to our offices. We require an authorized representative of your organization to sign it. If you require formal approval of the grant agreement by your board of directors, please let us know the timeline for that process to occur. The signed original should be retained for your files.

We are delighted to offer this support to your organization and look forward to working with you during the course of the grant.

Sincerely,

Frances Richardson  
President

Enclosure

## Library & Literacy Foundation for San Joaquin

### GRANT AGREEMENT

This Grant from the Library & Literacy Foundation for San Joaquin (the “Foundation”) is to be used only for the purposes described below and is subject to your acceptance of the conditions specified below. This Agreement will be effective when it has been signed by an authorized representative of your organization and a signed copy is received by the Foundation (electronic PDF acceptable.)

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<b>Grantee:</b>	City of Lathrop
<b>Grant Amount:</b>	\$15,000 (\$5,000 per fiscal year)
<b>Grant Number:</b>	24-0628
<b>Time Period:</b>	July 1, 2024 – June 30, 2027 (3-Year period). Only expenses related to this time period may be charged against grant funds.
<b>Project Title:</b>	City of Lathrop, Poet Laureate Program
<b>Project Description:</b>	Establish a Poet Laureate program to inspire local residents, especially the youth, to develop a life-long appreciation of literature, remind the community about the importance of literature and poetry, invest in Lathrop’s human capital and talent, and build its capacity and advocacy for reading and literary arts.
<b>Objective(s):</b>	<ol style="list-style-type: none"><li>1. Selection of Poet Laureate by a selection committee</li><li>2. Work with the City of Lathrop to compose one original poem per year dedicated to the City of Lathrop at a City Council Meeting and provide public readings of original work at specific civic events (i.e. July 1st and Family Fun Night).</li><li>3. Work with Youth Advisory Commission to Host a teen, Spoken Word event, (i.e. poetry slam)</li><li>4. Work with Senior Advisory Commission to Host a free poetry workshop</li><li>5. Work with the San Joaquin County Library, Lathrop Branch, to host both an early childhood literacy program and a free poetry workshop to the general public, at the library</li><li>6. Work with both the Manteca Unified School District and River Islands Academies to host a literacy event at each school located within the City limits.</li><li>7. Participate in a minimum of six (6) events per year</li></ol>

## **I. IRS DETERMINATION**

This grant is specifically conditioned upon Grantee's status as an eligible grantee of the Foundation. Grantee is a political subdivision or instrumentality of government that is tax-exempt under section 170(c)(1) of the Internal Revenue Code.

## **II. GRANTEE'S FINANCIAL RESPONSIBILITIES**

Grantee shall treat grant funds as restricted assets and shall maintain books to show the grant funds separately. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee is expected to maintain complete and accurate financial records of revenues and expenditures relating to the grant for at least four (4) years after the Grantee has expended the last of the grant funds. In the event that the Foundation is audited by any government agency, it may be necessary, in rare instances, for the Foundation to examine, audit, or have audited the records of Grantee insofar as they relate to activities supported by this grant. Any expenses related to such activities will be borne by the Foundation.

## **III. REPORTING**

To enable the Foundation to evaluate the effectiveness of this grant, Grantee shall submit to the Foundation a written report for any annual accounting period of Grantee during which Grantee receives, holds, or spends any of the grant funds. If more than one report is required, the final report shall outline Grantee's use of all grant funds and charitable activities from the date of the initial disbursement of this grant until Grantee expended the last of the grant funds.

## **IV. EXPENDITURE OF GRANT FUNDS**

The grant is for the purpose(s) stated in this agreement. Grant funds may be expended only in accordance with the terms set forth herein. Grant funds may not be expended for any other purpose without prior written approval by the Foundation. Grantee shall repay to the Foundation any portion of the grant funds which is not spent or committed for the purposes stated in this agreement. Permission to make any major change (line items added or deleted or transfers among line items greater than 20 percent of the approved line item amount) to the approved budget must be requested in writing, and approved by the Foundation in advance of the implementation of the change.

Grantee shall not use any portion of the grant to participate or intervene in any political campaign on behalf of or in opposition to any specific candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Code Section 501(c)(3). Grantee shall not use any portion of the grant funds to support any form of violent political activity, terrorists, or terrorist organizations. Grantee shall not use any portion of the grant for reportable or disclosable activities under applicable state or local campaign finance disclosure or election laws, such as ballot measure contributions.

The grant shall not be used in any attempt to influence legislation within the meaning of Section 4945(e) of the Code, and neither the Foundation nor the Grantee has entered into any agreement, oral or written, to that effect. This prohibition shall not prevent Grantee from using grant funds for communications that do not qualify as lobbying under federal tax law, such as communications with legislators that do not refer to any specific legislation or that refer to legislation without reflecting any view on it; Grantee may also use grant funds for communications that qualify for any exception to the definition of lobbying under federal tax law, such as nonpartisan analysis, study, or research, or certain responses to requests from a legislative or government agency for comments on legislation.

#### **V. NO PLEDGE**

Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee shall be interpreted to create any pledge or any commitment by the Foundation or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other project. The grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between the Foundation and Grantee or any other entity.

#### **VI. PUBLICATIONS; LICENSES**

Any information contained in publications, studies, or research funded by this grant shall be made available to the public in electronic form following such reasonable requirements or procedures as the Foundation may establish from time to time. Grantee grants to the Foundation an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.

#### **VII. ANTI-DISCRIMINATION**

Grantee agrees that, in the performance of this Agreement, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, color, religion, gender, national origin, ancestry, age, medical condition, handicap, veteran status, marital status, sexual orientation, or any other characteristic protected by law.

#### **VIII. USE OF SUBGRANTEES OR CONTRACTORS**

With regard to the selection of any subgrantee necessary to carry out the purposes of the grant, Grantee retains full discretion and control over the selection process, acting completely independently of the Foundation. There is no agreement, written or oral, by which the Foundation may cause Grantee to choose any particular subgrantee or contractor. Specifically, the Foundation is not earmarking Grant funds for any particular consultant or third party selected by Grantee and named in Grantee's grant proposal, and the final selection of such consultants or third party service providers is within the discretion of Grantee. Any references in Grantee's proposed budget to specific named third parties who are projected to receive service fees from Grant funds, are understood by the Foundation to be statements of Grantee's current intent, and the final selection of such third parties and the terms their engagement by Grantee (including the amount of fees) is within Grantee's discretion and control.

## **IX. PUBLICITY, PUBLICATIONS, AND COMMUNICATIONS**

The Foundation should be recognized for its support of your work in your public communications about the funded project or activities. For example, please note the Foundation's support on any websites or web pages about the project and in any announcements or other materials funded by this grant. The Foundation grants the use of a special fund logo as part of this recognition, and Grantee should endeavor to use this logo when crediting the Foundation.

If you believe that publicly recognizing the Foundation's funding of your work may not be appropriate — either for the Grantee or the Foundation — please contact the Foundation to discuss options.

## **X. INDEMNIFICATION**

In the event that a claim of any kind is asserted against the Grantee or the Foundation related to or arising from the project funded by the grant and a proceeding is brought against the Foundation by reason of such claim, the Grantee, upon written notice from the Foundation, shall, at the Grantee's expense, resist or defend such action or proceeding, at no cost to the Foundation, by counsel approved by the Foundation in writing.

Grantee hereby agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission by Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program supported by the grant, except to the extent that such claims, liabilities, losses, and expenses arise from or in connection with any act or omission by the Foundation, its officers, directors, employees, or agents.

## **XI. NO AGENCY**

Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.

## **XII. FURTHER ASSURANCES**

Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the Code. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the Code, Grantee will promptly contact the Foundation.

The Foundation will not distribute Grantee materials (grant proposal, grant reports) to any outside party, unless required by law, without written consent of the Grantee.

## **XIII. NO WAIVERS**

The failure of the Foundation to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.

**XIV. TERMINATION**

The Foundation, at its sole option, may terminate this agreement or withhold payments, or both, at any time, if, in the Foundation’s judgment: a) the Foundation is not satisfied with the quality of the Grantee’s progress toward achieving the project goals; b) the Foundation is of the opinion that the Grantee is incapable of satisfactorily completing the project or has ceased to be an appropriate means of accomplishing the purposes of the grant; c) the Grantee dissolves or fails to operate; or d) the Grantee materially fails to comply with the terms and conditions of this agreement, including but not limited to failure to submit reports when due. If termination occurs prior to the scheduled end date, the Grantee shall, upon request by the Foundation, provide to the Foundation a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination. Within sixty (60) days after written request by the Foundation, the Grantee shall remit all grant funds unexpended as of the effective date of termination. The Foundation may also avail itself of any other remedies available at law.

**XV. LIMITATION**

This Agreement contains the entire agreement between the parties with respect to the Grant and supersedes any previous oral or written understandings or agreements. It is expressly understood that by making this Grant, the Foundation has no obligation to provide other or additional support to the Grantee for purposes of this project or any other purposes.

**XVI. GOVERNING LAW**

This Agreement will be governed by and interpreted in accordance with the substantive laws of the State of California. Any laws that direct the application of another State’s law to this Agreement will be disregarded.

**XVII. ACCEPTANCE OF TERMS AND CONDITIONS**

On behalf of the Library & Literacy Foundation for San Joaquin, I extend every good wish for the success of this project.

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

Frances Richardson  
President, Library & Literacy Foundation for San Joaquin

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

\_\_\_\_\_

Moses Zapien  
Treasurer, Library & Literacy Foundation for San Joaquin

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

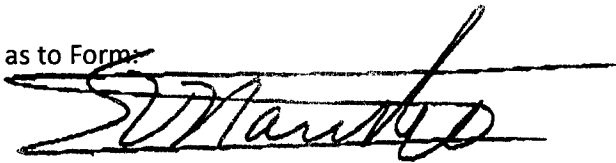


I acknowledge that the Grantee has received and retained a copy of this document. The above terms and conditions are hereby accepted and agreed to as of the date specified.

Accepted on behalf of the City of Lathrop.

Approved By:

\_\_\_\_\_  
Stephen J. Salvatore  
City Manager, City of Lathrop  
Date: \_\_\_\_\_

Approved as to Form:   
\_\_\_\_\_

Salvador Navarrete  
City Attorney, City of Lathrop  
Date: 7/11/2024

Attest:

\_\_\_\_\_  
Teresa Vargas  
City Clerk/ Director of Government Services, City of Lathrop  
Date: \_\_\_\_\_

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**ITEM:** **APPROVE OUT OF STATE TRAVEL AUTHORIZING THE PARKS AND RECREATION DIRECTOR TO ATTEND TWO OUT-OF-STATE MEETINGS IN HIS ROLE AS A REGENT OF THE BOARD OF THE NATIONAL RECREATION AND PARK ASSOCIATION, REVENUE DEVELOPMENT AND MANAGEMENT SCHOOL**

**RECOMMENDATION:** **Adopt a Resolution Authorizing Out of State Travel for the Parks and Recreation Director to Attend the National Recreation and Park Association, Revenue Development and Management School Midyear Meeting August 5-6, 2024, in Denver Colorado and a Meeting at the School March 10-14, 2025, in Wheeling, West Virginia**

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**SUMMARY:**

In April of 2022, the Parks and Recreation Director was appointed to the National Recreation and Park Association, Revenue Development and Management School, Board of Regents. The Revenue Development and Management School is a comprehensive and unique professional development program focused on driving proven revenue management and development techniques. It is targeted toward agencies that rely wholly or in-part on generating revenues, such as organizations associated with state or local parks, leisure services, military recreation, and other nonprofits. Attendees learn best-practice techniques taught by practitioners who have demonstrated their financial efficacy and success within their own agencies. This program provides thought-provoking sessions, best-in-practice trends, and a unique way to network and connect with Parks and Recreation professionals from across the Country. The Board of Regents position is an initial three-year commitment, and this is year two of three. Staff is requesting Council approve a resolution authorizing out-of-state travel for the Parks and Recreation Director to attend at no cost to the City.

**BACKGROUND:**

Established in 1965, the National Recreation and Park Association Revenue Development and Management School marked the inception of a national revenue education program and remains the sole Revenue School which assist those agencies that rely wholly or in part on generating revenues, such as state or local parks, leisure services, military recreation, and other nonprofits. As a member of the Board, each Regent helps organize, plan, and teach best-practice techniques to professionals from across the United States and Canada. Additionally, the Revenue Development and Management School allows for the City's Parks and Recreation Director to be

**APPROVE OUT OF STATE TRAVEL AUTHORIZING THE PARKS AND RECREATION DIRECTOR TO ATTEND TWO OUT-OF-STATE MEETINGS IN HIS ROLE AS A REGENT OF THE BOARD OF THE NATIONAL RECREATION AND PARK ASSOCIATION, REVENUE DEVELOPMENT AND MANAGEMENT SCHOOL**

immersed in an unparalleled learning experience, while engaging with fellow Board of Regents and accomplished professionals who are pioneers in Revenue Management and Development for the Parks and Recreation Divisions of their agencies. The City's participation will not only provide staff with current best practices, but it will foster partnerships with fellow professionals and assist the City's Parks and Recreation Department with spending and saving strategies.

**FISCAL IMPACT:**

There is no cost to the City for the Parks and Recreation Director to attend the Midyear meeting or the Revenue Development and Management School, other than staff time. As a Regent of the Board, all costs are covered by the National Recreation and Park Association, Revenue Development and Management School.

**ATTACHMENTS:**

- A. Resolution to Authorize Out-of-State Travel to Allow the Parks and Recreation Director to Attend the National Recreation and Park Association Revenue Development and Management School Board of Director Meeting August 5-6, 2024, in Denver Colorado and on March 10-14, 2025, in Wheeling, West Virginia
  
- B. Attend the National Recreation and Park Association Revenue Development and Management School Annual Meeting, in West Virginia on March 10-14, 2025, in Wheeling, West Virginia

**CITY MANAGER'S REPORT  
JULY 8, 2024 CITY COUNCIL REGULAR MEETING**

**APPROVE OUT OF STATE TRAVEL AUTHORIZING THE PARKS AND RECREATION DIRECTOR TO ATTEND TWO OUT-OF-STATE MEETINGS IN HIS ROLE AS A REGENT OF THE BOARD OF THE NATIONAL RECREATION AND PARK ASSOCIATION, REVENUE DEVELOPMENT AND MANAGEMENT SCHOOL**

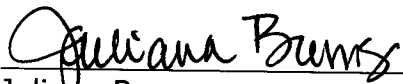
**APPROVALS:**



Todd Sebastian  
Director of Parks and Recreation

6.10.2024

Date



Juliana Burns  
Director of Human Resources

6/13/24

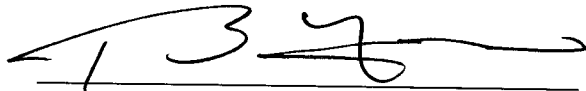
Date



Salvador Navarrete  
City Attorney

6.10.2024

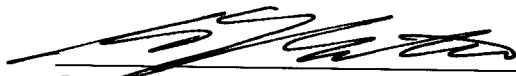
Date



Thomas Hedegard  
Deputy City Manager

6/11/2024

Date



Stephen J. Salvatore  
City Manager

6.15.24

Date

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING OUT-OF-STATE TRAVEL TO ALLOW THE PARKS AND RECREATION DIRECTOR TO ATTEND THE NATIONAL RECREATION AND PARK ASSOCIATION REVENUE DEVELOPMENT AND MANAGEMENT SCHOOL BOARD OF DIRECTOR MEETING AUGUST 5-6, 2024, IN DENVER COLORADO AND ON MARCH 10-14, 2025, IN WHEELING, WEST VIRGINIA**

**WHEREAS**, the Parks and Recreation Director was appointed to the National Recreation and Park Association, Revenue Development and Management School, Board of Regents in April of 2022; and

**WHEREAS**, the National Recreation and Park Association, Revenue Development and Management School will provide the Parks and Recreation Director the opportunity to present thought-provoking education sessions, learn the newest and best in practice trends, network with fellow Board of Regents and accomplished professionals from across the Country, who are pioneers in Revenue Management and Development for the Parks and Recreation Divisions of their Agencies; and

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Lathrop does hereby authorize Out-of-State Travel to Allow the Parks and Recreation Director to Attend the National Recreation and Park Association Revenue Development and Management School Board of Director Meeting August 5-6, 2024, in Denver Colorado and on March 10-14, 2025, in Wheeling, West Virginia

The foregoing resolution was passed and adopted this 8<sup>th</sup> day of July 2024, 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



## Revenue Development & Management School

## Revenue Development and Management School

The Revenue Development and Management School is a comprehensive and unique professional development program focusing on proven revenue management and development techniques. It's targeted towards agencies that rely wholly or in part on generating revenues, such as organizations associated with state or local parks, recreation, leisure services, military recreation and other nonprofits.

### Who should attend

Agency supervisors, managers and directors who are responsible for generating revenues.

### Registration, Fees, and Dates

#### **Save the date!**

March 9-14, 2025

All dates are subject to change.

For more information on registration and other details, contact Oglebay at [ntc@oglebay.com](mailto:ntc@oglebay.com)

### Location

The Revenue Development and Management School is hosted annually at the Oglebay Resort in Wheeling, West Virginia (<https://oglebay.com/stay/>) in partnership with the National Training Center (<https://oglebay.com/NTC>) at Oglebay.

### Partnership



Revenue Development and Management School is a partnership between the National Recreation & Park Association, the National Training Center at Oglebay, and North Carolina State University.

## Key Subjects Covered

### First Year Curriculum

- Philosophy and Politics of Revenue Generation
- Philosophy Impacts on Cost-Recovery and Pricing
- Understanding the Big Financial Picture
- How a Budget is Born
- Speed Sessions
- Thinking Like an Entrepreneur
- Aligning Priorities and Performance
- Insights Into Your Customers' Needs, Wants & Values
- Creating Experiences That Reflect Today's Consumers
- Evaluating the Customer Experience
- Positioning and Marketing Your Organization and Service
- Working with Vendors, Contractors, and Partners
- Monitoring & Managing Your Budget
- Spending and Saving Strategies to Make the Most of your Money
- DEI Session
- Know Your Numbers

### Second Year Curriculum

- Strategic Planning
- Marketing Plans
- Business Plans
- Budgeting Models, Special Funds & Fees
- Financing
- Using Data To Improve Your Service and Operations
- Measuring Your Economic Impact

- Year 2 Team Project
- Revenue Generation: Parks & Facilities
- Revenue Generation: Events & Sponsorships
- Revenue Generation: Recreation Programs
- Fundraising, Grants, Other Revenue Opportunities
- Project Management
- Reflecting on Revenue School with a Real-Life Project

## What do graduates say?

*“Revenue Development and Management school provided a comprehensive overview of all aspects in the parks and recreation business which affect revenue. It provided great networking opportunities with other municipalities, and many valuable tools to take back to your own municipality and apply.”* — Jillian Fleming, City of Waterloo, Waterloo, Ontario, Canada

*“It was the best week, I learned SO much! Now, not a week goes by that my boss doesn't say, I'm glad I sent you to the Revenue Development and Management School!”* — Julie Calloway, CPRP, City of Boulder City, Nevada

*“Best educational experience I have had in my professional career. I will be implementing many of the strategies I learned when I get back to my home community.”* — Gary Johnson, Town of Smithfield Parks and Rec. Dept., Smithfield, North Carolina

*“The Revenue Development and Management School provides the opportunity for professionals in the field to enhance their skills and share current (real-life) issues with each other in an effort to improve parks and recreation operations throughout the country.”* — Carolyn Angiollillo, Manatee County Parks and Recreation Dept., Bradenton, Florida

**ITEM: APPROVE OUT OF STATE TRAVEL FOR COUNCIL MEMBERS TO ATTEND "EXPERIENCIA PUERTO RICO 2024", AS MEMBERS OF THE NATIONAL LEAGUE OF CITIES SMALL CITIES COUNCIL**

**RECOMMENDATION: Adopt Resolution Authorizing Out of State Travel for the Two (2) Council Members to Attend "Experiencia Puerto Rico 2024" in San Juan, Puerto Rico, August 26-28, 2024, as Members of the National League of Cities Small Cities Council**

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**SUMMARY:**

The National League of Cities (NLC) is an organization comprised of city, town and village leaders that are focused on improving the quality of life for their current and future constituents. The NLC has various advocacy Boards and Committees that specialize in various topics significant to municipalities. For example, the Small Cities Council (SCC), which is open to municipal officials from member cities with populations of 50,000, or less. Participants share ideas and creative solutions to challenges affecting small cities. Currently, Vice Mayor Diallo, Council Member Akinjo, and Council Member Torres-O'Callaghan serve as Members of the Small Cities Council for the National League of Cities.

This year, the NLC SCC has chosen Experiencia Puerto Rico 2024, hosted by the International Forum of Local Governments, as the official location for its Annual Board Meeting, in celebration of its 100 years of foundation. Experiencia Puerto Rico is an event focused on topics related to Municipal Governments in Latin America and the United States. The event will serve as a forum to come together to share ideas, projects, visions, and promote a better quality of life to our communities. The main focus will be on the inclusion of the public and private sectors and their roles and relevance in good governance, as well as transparency and ethics in the pursuit.

Since City policy requires Council approval for all out of state travel, staff requests approval for up to three Council Members to attend the Experiencia Puerto Rico 2024. The cost per Council Member is approximately \$5,500, which includes actuals and estimates for conference registration, hotel, airfare, transportation and meals (not provided by the conference). This request would allow travel for Vice Mayor Diallo and Council Member Akinjo. Due to scheduling conflicts, Council Member Torres-O'Callaghan is unable to travel during this time.

**REASON FOR RECOMMENDATION:**

Attendance to these conferences allow Council Members the opportunity to enhance their knowledge on government law and policy. Thus, furthering the interests of the Lathrop community, while promoting and implementing innovative solutions, and awareness about issues of concern to all residents of Lathrop.

**JULY 8, 2024 CITY COUNCIL REGULAR MEETING**

**APPROVE OUT OF STATE TRAVEL FOR TWO COUNCIL MEMBERS TO ATTEND "EXPERIENCIA PUERTO RICO 2024", AS MEMBERS OF THE NATIONAL LEAGUE OF CITIES SMALL CITIES COUNCIL**

**FISCAL IMPACT:**

Staff requests out of state travel approval for two (2) Council Members to attend the Experience Puerto Rico 2024. The City Council training and travel budget, for FY 24-25, includes in-state training and travel. Therefore, a budget amendment will be needed to cover this out of state travel, as it was not included in the current budget. The cost per Council Member is approximately \$5,500, which includes actuals and estimates for conference registration, hotel, airfare, transportation and meals. This request would allow travel for Vice Mayor Diallo and Council Member Akinjo. Due to scheduling conflicts, Council Member Torres-O'Callaghan is unable to travel during this time.

Budget Amendment

City Council (1010-11-10) Training & Travel Expense Account - \$11,000.

**ATTACHMENTS:**

- A. Resolution Approving Out of State Travel to the Experiencia Puerto Rico 2024 in San Juan, Puerto Rico from August 26-28, 2024.
- B. Experiencia Puerto Rico 2024 in San Juan, Puerto Rico Registration Information.

**CITY MANAGER'S REPORT**


**JULY 8, 2024 CITY COUNCIL REGULAR MEETING**

**APPROVE OUT OF STATE TRAVEL FOR TWO COUNCIL MEMBERS TO ATTEND "EXPERIENCIA PUERTO RICO 2024", AS MEMBERS OF THE NATIONAL LEAGUE OF CITIES SMALL CITIES COUNCIL**

**APPROVALS:**

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

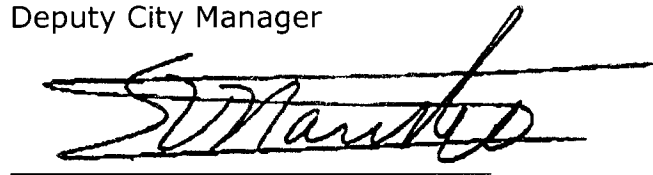
7/2/24  
Date

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

7/2/2024  
Date

  
\_\_\_\_\_  
Thomas Hedegard  
Deputy City Manager

7/2/2024  
Date

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

7/2/2024  
Date

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

7.2.24  
Date

**RESOLUTION NO. 24 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING OUT OF STATE TRAVEL FOR THE TWO (2) COUNCIL MEMBERS TO ATTEND "EXPERIENCIA PUERTO RICO 2024" IN SAN JUAN, PUERTO RICO, AUGUST 26-28, 2024, AS MEMBERS OF THE NATIONAL LEAGUE OF CITIES SMALL CITIES COUNCIL**

**WHEREAS**, the National League of Cities (NLC) is an organization comprised of city, town and village leaders that are focused on improving the quality of life for their current and future constituents; and

**WHEREAS**, the NLC has various advocacy Boards and Committees that specialize in various topics significant to municipalities. For example, the Small Cities Council (SCC), which is open to municipal officials from member cities with populations of 50,000, or less; and

**WHEREAS**, participants share ideas and creative solutions to challenges affecting small cities. Currently, Vice Mayor Diallo, Council Member Akinjo, and Council Member Torres-O'Callaghan serve as Members of the Small Cities Council for the National League of Cities; and

**WHEREAS**, this year, the NLC SCC has chosen Experiencia Puerto Rico 2024, hosted by the International Forum of Local Governments, as the official location for its Annual Board Meeting, in celebration of its 100 years of foundation; and

**WHEREAS**, Experiencia Puerto Rico is an event focused on topics related to Municipal Governments in Latin America and the United States, and the event will serve as a forum to come together to share ideas, projects, visions, and promote a better quality of life to our communities; and

**WHEREAS**, the main focus will be on the inclusion of the public and private sectors and their roles and relevance in good governance, as well as transparency and ethics in the pursuit, and

**WHEREAS**, City policy requires Council approval for all out of state travel, staff requests approval for up to three Council Members to attend the Experiencia Puerto Rico 2024; and

**WHEREAS**, the cost per Council Member is approximately \$5,500, which includes actuals and estimates for conference registration, hotel, airfare, transportation and meals. This request would allow travel for Vice Mayor Diallo and Council Member Akinjo. Due to scheduling conflicts, Council Member Torres-O'Callaghan is unable to travel during this time.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop hereby approve out of state travel for Vice Mayor Diallo and Council Member Akinjo to attend the Experiencia Puerto Rico 2024, in San Juan, Puerto Rico, as representatives of the NLC SCC and City of Lathrop, August 26-28, 2024; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop hereby approve a budget amendment in the amount of \$11,000 to the City Council (1010-11-10) Training & Travel Budget Expense Account.

The foregoing resolution was passed and adopted this 8<sup>th</sup> day of July 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

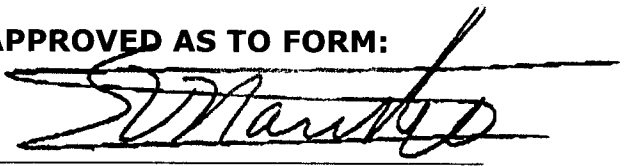
ABSTAIN:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



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## Official Invitation to Experiencia Puerto Rico 2024

Dear Municipal Leader,

We are pleased to announce the 9th edition of Experiencia Puerto Rico, an event focused on topics related to Municipalism in Latin America and the United States. We would like to extend our invitation for you to participate in this significant gathering. Experiencia Puerto Rico 2024 will take place in the City of San Juan, Puerto Rico, from August 26th to 28th, 2024, welcoming both local and international attendees. Our host hotel will be the Sheraton Puerto Rico Hotel & Casino, located in the Convention T-Mobile District. We will be announcing additional hotel options within 5 to 10 minutes of the event venue in the coming days.

Experiencia Puerto Rico 2024 will serve as a forum for us all to come together to share ideas, projects, visions, and promote a better quality of life for our communities. It is essential that we engage in dialogue and reassess our solutions within the framework of a new City model. The event is designed for Mayors, Municipal Legislators, Councilors, as well as officials involved in **Finance, Municipal administration, Ethics, Compliance, and Governance.**



As customary, we anticipate the participation of the National League of Cities (NLC), which has chosen Experiencia Puerto Rico 2024 as its official stop this year in celebration of its 100 years of foundation. Likewise, the International City/County Management Association (ICMA), both highly esteemed organizations in the United States regarding local government issues, will be present. Additionally, the Federation of Cities and Associations of Latin America, known as FLACMA, will join us, as well as members of the Confederation of Associations of Municipalities of Central America and the Caribbean (CAMCAYCA), who will hold their annual assembly within the framework of Experiencia Puerto Rico 2024.

This year's event will have a special focus on the inclusion of the private sector and its role and relevance in good governance. As part of the Chamber of Commerce of Puerto Rico's work plan for this year, we will have a special session where various leaders from chambers of commerce across Latin America and the United States will be present to analyze common interests between the public and private sectors, as well as transparency and ethics in their pursuit.

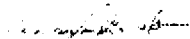
We believe that your participation in the event will provide you with the opportunity to share experiences with colleagues and experts in these fields and enable you to actively engage in discussions taking place internationally on these fundamental topics for local governments. Finally, we see Experiencia Puerto Rico 2024 as a great opportunity to establish contacts and friendships with colleagues from the region. In addition to the extensive official agenda, we will have cultural exchange elements. As usual, the event will feature top-quality musical and cultural offerings, which we will be announcing soon.

We invite you to visit the website [www.ExperienciaPuertoRico.com](http://www.ExperienciaPuertoRico.com) to learn more details about the event. You can also reach out via **WhatsApp TEXT** at 787-415-1912 or email at [janluisrosado5@gmail.com](mailto:janluisrosado5@gmail.com), or **Whatsapp TEXT** 787-238-8312. Alternatively, you can contact us via email at [experienciapuertorico@gmail.com](mailto:experienciapuertorico@gmail.com). Additionally, we encourage you to register immediately to reserve your spot at <http://experienciapuertorico.com/> or If you wish to view the program, you can access it at <https://experienciapuertorico.com/programa/>.

It would be our pleasure to have your special participation in our event. We look forward to welcoming you as a leader of your organization or municipality to this important gathering, where you will have the opportunity to witness the participation of world-class speakers and

engage with topics of high public interest, such as their relevance to the growth of cities in Latin America, the United States, and Puerto Rico. Furthermore, through this invitation, we would like to extend the participation to other members of your organization, municipality, or private company. We await your presence in Puerto Rico, confident that you will have an unforgettable learning experience while enjoying the beauty of Puerto Rico.

Warm regards,  
Mickey J. Espada Medina



Executive Director  
Experiencia Puerto Rico



For general information:  
[info@experienciapuertorico.com](mailto:info@experienciapuertorico.com)



[www.EXPERIENCIAPUERTORICO.com](http://www.EXPERIENCIAPUERTORICO.com)

## ITEM 4.6

### CITY MANAGER'S REPORT JULY 8, 2024 CITY COUNCIL REGULAR MEETING

**ITEM:** **APPROVE OUT OF STATE TRAVEL FOR COUNCIL MEMBERS TO ATTEND THE 2024 NATIONAL LEAGUE OF CITIES CITY SUMMIT**

**RECOMMENDATION:** **Adopt Resolution Authorizing Out of State Travel for Four (4) Council Members to Attend the 2024 National League of Cities City Summit in Tampa Bay, Florida, November 13 -16, 2024**

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#### **SUMMARY:**

The National League of Cities (NLC) is an organization comprised of City, Town and Village leaders focused on improving the quality of life for their current and future constituents. The NLC has 100 years of experience in providing educational and resource programs dedicated to the development of local governments and their leaders. The NLC has members and supporters throughout 2,700 cities across the nation. Their mission is to advocate for, and protect the interests of, cities, towns and villages by influencing federal policy, strengthening local leadership and driving innovative solutions. In order to expand educational training opportunities and take advantage of the legislative support services provided by the National League of Cities, the City of Lathrop became a member city in 2021.

The National League of Cities will be hosting their 2024 City Summit, November 13<sup>th</sup> through the 16<sup>th</sup>, in Tampa Bay, Florida. Since, City policy requires Council approval for all out of state travel, staff requests approval of the attached resolution authorizing travel for up to four (4) Council Members to attend the National League of Cities 2024 City Summit.

The City Council training and travel budget, for FY 24-25, includes funds for in-state training and travel. Therefore, a budget amendment will be needed to cover the proposed out of state travel, as it was not included in the current budget. The cost per Council Member is approximately \$5,500, which includes actuals and estimates for conference registration, hotel, airfare, transportation and meals (not provided by the conference). This request would allow travel for Vice Mayor Diallo, and Council Members Akinjo, Lazard and Torres-O'Callaghan.

#### **REASON FOR RECOMMENDATION:**

Councilmember participation allows the opportunity to learn about protecting the interests of our municipality, the federal policy and lawmaking process, strengthening local leadership and driving innovative solutions.

**FISCAL IMPACT:**

Staff requests out of state travel approval for four (4) Council Members to attend the National League of Cities 2024 City Summit, in Tampa Bay, Florida, November 13-16, 2024. The FY 24-25, City Council training and travel budget includes funds for in-state training and travel.

Therefore, a budget amendment will be needed to cover the requested out of state travel, as it was not included in the current budget. The cost per Council Member is approximately \$5,500, which includes actuals and estimates for conference registration, hotel, airfare, transportation and meals. This request would allow travel for Vice Mayor Diallo, and Council Members Akinjo, Lazard and Torres-O'Callaghan.

Budget Amendment

City Council (1010-11-10) Training & Travel Expense Account - \$22,000.

**ATTACHMENTS:**

- A. Resolution Approving Out of State Travel to the 2024 National League of Cities City Summit to Tampa Bay, Florida from November 13-16, 2024.
- B. 2024 National League of Cities City Summit to Tampa Bay, Florida Registration Information.

**CITY MANAGER'S REPORT  
JULY 8, 2024 CITY COUNCIL REGULAR MEETING  
NATIONAL LEAGUE OF CITIES 2024 CITY SUMMIT**

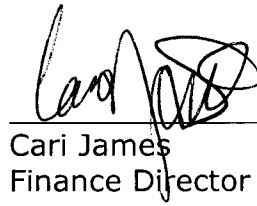
**APPROVALS:**



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Teresa Vargas  
Government Services Director  
City Clerk

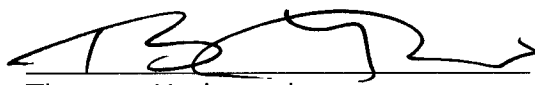
7/2/24  
Date



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Cari James  
Finance Director

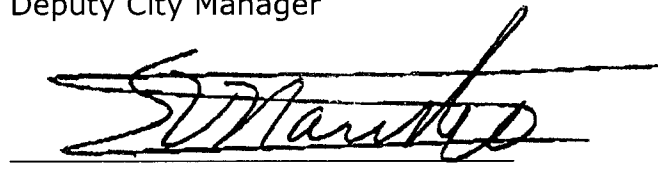
7/2/2024  
Date



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Thomas Hedegard  
Deputy City Manager

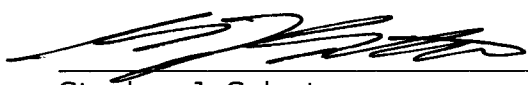
7/2/2024  
Date



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Salvador Navarrete  
City Attorney

7/2/2024  
Date



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Stephen J. Salvatore  
City Manager

7.2.24  
Date

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING OUT OF STATE TRAVEL FOR FOUR (4) COUNCIL MEMBERS TO ATTEND THE 2024 NATIONAL LEAGUE OF CITIES CITY SUMMIT IN TAMPA BAY, FLORIDA, NOVEMBER 13 -16, 2024**

**WHEREAS**, the National League of Cities (NLC) is an organization comprised of city, town and village leaders focused on improving the quality of life for their current and future constituents; and

**WHEREAS**, the NLC's mission is to advocate for, and protect the interests of, cities, towns and villages by influencing federal policy, strengthening local leadership and driving innovative solutions; and

**WHEREAS**, in order to expand educational training opportunities and take advantage of the legislative support services provided by the National League of Cities, the City of Lathrop became a member city in 2021; and

**WHEREAS**, the NLC will be hosting their 2024 City Summit, November 13<sup>th</sup> through the 16<sup>th</sup>, in Tampa Bay, Florida; and

**WHEREAS**, since City policy requires Council approval for all out of state travel, staff requests approval of the attached resolution authorizing travel for up to four (4) Council Members to attend the National League of Cities 2024 City Summit; and

**WHEREAS**, the City Council training and travel budget, for FY 24-25, includes funds for in-state training and travel. Therefore, a budget amendment will be needed to cover the proposed out of state travel, as it was not included in the current budget; and

**WHEREAS**, the cost per Council Member is approximately \$5,500, which includes actuals and estimates for conference registration, hotel, airfare, transportation and meals (not provided by the conference). This request would allow travel for Vice Mayor Diallo, and Council Members Akinjo, Lazard and Torres-O'Callaghan.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop hereby approve out of state travel for four (4) Council Members to attend the National League of Cities 2024 City Summit, in Tampa Bay, Florida, November 13-16, 2024; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop hereby approve a budget amendment in the amount of \$22,000 to the City Council (1010-11-10) Training & Travel Budget Expense Account.

The foregoing resolution was passed and adopted this 8<sup>th</sup> day of July 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

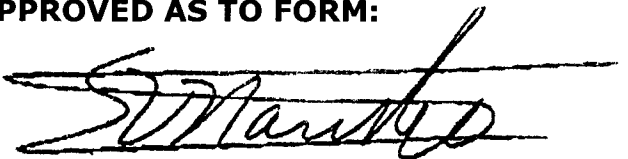
ABSTAIN:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# 100 Years in the Making...City Summit 2024

For a century, the National League of Cities has been supporting local leaders in building thriving cities, town and villages. This November, secure your spot at City Summit to ensure you are a part of NLC’s centennial celebration.

City Summit is one of the most comprehensive conferences for local elected officials and municipal staff.

**WITH OVER 4,000 COLLEAGUES UNDER ONE ROOF, YOU WILL HAVE ACCESS TO:**

**LEARN**

- Workshops that cover trending and emerging topics that impact local governments.
- Timely resources that can help your community thrive.
- Executive education to build your leadership skills.



- Workshops that cover trending and emerging topics that impact local governments.
- Timely resources that can help your community thrive.
- Executive education to build your leadership skills.



From connecting you with experts and thought leaders to providing timely resources and opportunities to meet and network with peers from across the country, City Summit is a must-attend event for local government advocates.

**Check-out our tentative 2024 Travel Planner and be sure to join us in Tampa Bay, Florida for our extended program. Pre-conference programming begins November 12th and main conference programming will kick-off November 13th. See you there!**

Learn and grow your network at City Summit!

# Make Your Case?

Need to convince a supervisor that you should go to City Summit? Here are a few tips to help you make the case for your attendance...

- Meet other staff and professionals working for local government with whom you can exchange ideas and learn from.
- Connect with experts and hear from renowned speakers specializing in the issues and topics confronting local governments.
- Learn the latest information and access cutting-edge technology and resources to help your municipality work more efficiently and effectively.

[Download the Justification Letter Here](#)

And don't forget to say thank you when you return home.

- Share information by volunteering to connect peers with someone you met.
- Consider putting together a goodie bag (save some of the free swag you picked up in the vendor hall) to show appreciation.

# Bring a Colleague



If you've been to City Summit before, you probably know someone that could benefit from this amazing experience.

Invite them to join us...you can save with group registrations.

REGISTER NOW

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## ITEM 4.7

### **CITY MANAGER'S REPORT JULY 8, 2024 CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVE THE PURCHASE OF FOUR (4) VEHICLES FROM PHIL LONG FORD OF DENVER AND TWO (2) VEHICLES FROM AMERICAN CHEVROLET OF MODESTO**

**RECOMMENDATION: Adopt a Resolution Approving the Purchase of Four (4) Vehicles from Phil Long Ford of Denver and Adopt a Resolution Approving the Purchase of Two (2) Vehicles from American Chevrolet of Modesto**

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#### **SUMMARY:**

The Parks and Recreation Department is responsible for the purchasing and maintaining of City fleet vehicles and equipment for the purpose of operating facilities, construction of infrastructure, and public safety. Due to the growth of the City and necessary replacement of vehicles that have met their usable life span, new fleet vehicles are needed for staff to continue to efficiently perform Citywide services. Staff is requesting Council approval of the purchase of six (6) vehicles.

Pursuant to the Lathrop Municipal Code (LMC) section 2.36.050, staff attempted to secure Police Department vehicles through quotes from both local and State dealerships; however, no local dealer had in stock, Police Department vehicles. Currently, wait times for Police Department vehicles are 9 to 18 months. Staff also communicated directly with the Ford Motor Company who confirmed that only one (1) dealership on the West Coast, Bud Clary Ford of Longview Washington, had very few in stock. Although staff immediately contacted Bud Clary Ford, the vehicles were already under contract with other government agencies. After looking nationwide, staff were only able to find in stock Police Department vehicles with Phil Long Ford of Denver. In reviewing the price of these Police Department vehicles, they align with the current market, even with the additional cost for transportation. Phil Long Ford of Denver provided a quote of \$212,237 for four (4) Police Department vehicles.

Staff reached out to local dealerships to obtain quotes for the Public Works Department vehicles. American Chevrolet of Modesto provided the lowest quote of \$113,124 for two vehicles. The quote is for two (2) Chevrolet Silverado 1500 pickup trucks. The two Public Works Department vehicles will be delivered outfitted pursuant to department specifications and will not need any additional upfitting.

**CITY MANAGER’S REPORT**  
**JULY 8, 2024 CITY COUNCIL REGULAR MEETING**  
**APPROVE THE PURCHASE OF FOUR (4) VEHICLES FROM PHIL LONG FORD**  
**OF DENVER AND TWO (2) VEHICLES FROM AMERICAN CHEVROLET OF**  
**MODESTO**

	Vehicle Cost
(4) 2024 Ford Explorer Police Interceptor	\$212,237
(2) 2024 Chevrolet Silverado 1500 Truck	\$113,124
<b>Total</b>	<b>\$325,361</b>

**BACKGROUND:**

Due to the growth of the City of Lathrop and the need to replace vehicles that have met their life span, four (4) new vehicles are requested for the Police Department and two (2) new vehicles are requested for the Public Works Department, for a total of six (6) vehicles.

The City of Lathrop Police Department currently utilizes Ford Explorer Police Interceptors as their fleet. The Public Works Department vehicles are not brand specific, and Chevrolet’s were the lowest bidders. Police Department vehicles are in stock, and the Chevrolet’s can take up to 60 days.

**RECOMMENDATION:**

Staff recommends Council approve the purchase of six (6) vehicles, four (4) for the Police Department and two (2) for Public Works.

**FISCAL IMPACT:**

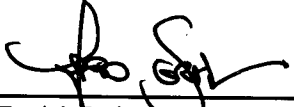
The total cost for the six (6) vehicles is \$325,361. The breakdown for each department is \$212,237 from the Police Department and \$113,124 from the Public Works Department. Sufficient funds are available within the approved biennial budget for Fiscal Year 2023/24 budget that will be carried forward for the purchase of (4) vehicles for the Police Department.

**ATTACHMENTS:**

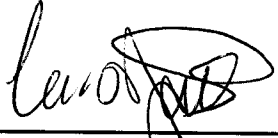
- A. Resolution Approving the Purchase of four (4) 2024 Ford Explorer Police Interceptors from Phil Long Ford of Denver
- B. Resolution Approving the Purchase of two (2) 2024 Chevrolet Silverado 1500 Pickup Trucks from American Chevrolet of Modesto
- C. Phil Long Ford of Denver Quote - four (4) 2024 Ford Explorer Police Interceptors
- D. American Chevrolet of Modesto Quote - two (2) 2024 Chevrolet Silverado 1500 Pickup Trucks

**CITY MANAGER'S REPORT**  
**JULY 8, 2024 CITY COUNCIL REGULAR MEETING**  
**APPROVE THE PURCHASE OF FOUR (4) VEHICLES FROM PHIL LONG FORD**  
**OF DENVER AND TWO (2) VEHICLES FROM AMERICAN CHEVROLET OF**  
**MODESTO**


**APPROVALS:**

  
\_\_\_\_\_  
Todd Sebastian  
Director of Parks and Recreation

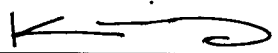
7.2.2024  
\_\_\_\_\_  
Date

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

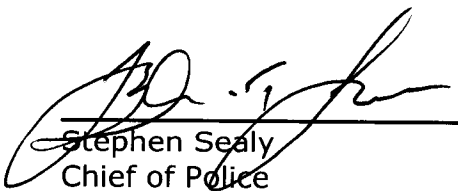
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Date

  
\_\_\_\_\_  
Thomas Hedegard  
Deputy City Manager

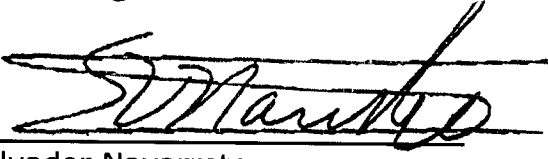
7/2/2024  
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Date

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

7.2.2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stephen Sealy  
Chief of Police

7/2/2024  
\_\_\_\_\_  
Date

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

7/2/2024  
\_\_\_\_\_  
Date

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

7.2.24  
\_\_\_\_\_  
Date

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE PURCHASE OF FOUR (4) 2024 FORD EXPLORER POLICE INTERCEPTORS FROM PHIL LONG FORD OF DENVER FOR THE POLICE DEPARTMENT**

**WHEREAS**, due to growth of the City of Lathrop and the need to replace vehicles that have met their usable life span and staff requested quotes from multiple Ford dealerships for in stock Ford Explorer Interceptors; and

**WHEREAS**, Phil Long Ford of Denver provided a quote for in stock desired Ford vehicles; and

**WHEREAS**, staff is requesting Council approve the purchase of the following vehicles from Phil Long Ford of Denver:

Vehicle Description	Cost
Four (4) 2024 Ford Explorer Police Interceptor	\$212,237

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Lathrop does hereby approve the purchase of the listed four (4) vehicles for \$212,237.



The foregoing resolution was passed and adopted this 8<sup>th</sup> day of July 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

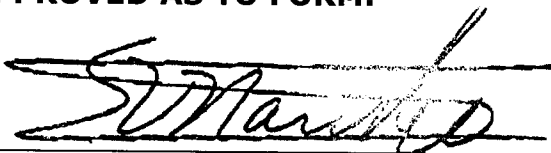
ABSTAIN:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**RESOLUTION NO. 24-****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE PURCHASE OF TWO (2) 2024 CHEVROLET SILVERADO 1500 PICKUP TRUCKS FROM AMERICAN CHEVROLET OF MODESTO FOR THE PUBLIC WORKS DEPARTMENT**

**WHEREAS**, due to growth of the City of Lathrop and the need to replace vehicles that have met their life span and staff requested multiple quotes from multiple dealerships; and

**WHEREAS**, American Chevrolet of Modesto provided the lowest quote for the two (2) desired vehicles; and

**WHEREAS**, staff is requesting Council approve the purchase of the following vehicles from American Chevrolet of Modesto:

Vehicle Description	Cost
(2) 2024 Chevrolet Silverado 1500 Pick Up Trucks	\$113,124

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Lathrop does hereby approve the purchase of the listed two (2) vehicles for \$113,124.

The foregoing resolution was passed and adopted this 8<sup>th</sup> day of July 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

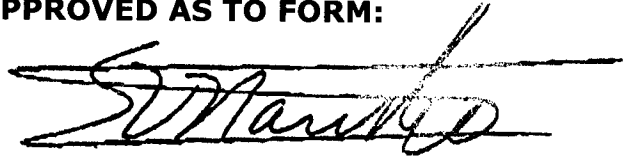
ABSENT:

ABSTAIN:

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

**ATTEST:**

**APPROVED AS TO FORM:**

A handwritten signature in black ink, appearing to read "S. Navarrete", is written over a horizontal line. The signature is stylized and cursive.

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

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

- 6 -



**QUOTE TO:** City of Lathrop  
**ATTN:** Todd Sebastian

QUOTE NUMBER	062524-1
QUOTE DATE	June 25, 2024
Agency PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Herman Sanchez
SHIPPED VIA	Driver
F.O.B.	
PREPAID or COLLECT	

**PRICE AGREEMENT:** T.I.P.S. USA (The Interlocal Purchasing System) # 220304  
**2024 Ford Police Explorer Interceptor Non Eco- Boost Exterior: Agate Black**

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
4	Ford Utility Interceptor, Mid Size, four Door, AWD Police Pursuit Rated (Incl. Dark Car Feature, Driver Side Spotlight, Backup Camera, Police Engine Idle, Reverse Sensing, BLIS, Global Unlock, Keyless Entry)	48,310.00	\$193,240.00
4	Available Government Discount	(1,500.00)	(\$6,000.00)
4	Transport To: 390 Towne Centre Dr. Lathrop, CA 95330	1,980.00	\$7,920.00
	<b>** Vehicles will not come with hubcaps due to Manufacturer No longer making hubcaps**</b>		

<b>Additional Information:</b>	195,160.00
<b>Proposal valid for 30 Days</b>	
	\$195,160.00
	Total
	AMOUNT

**DIRECT ALL INQUIRIES TO:**  
**Herman Sanchez**  
 (505) 250-9388  
 email: [hsanchez@phillong.com](mailto:hsanchez@phillong.com)

**Phil Long Ford of Denver**  
 7887 W. Tufts Ave.  
 Denver, CO 80123

**THANK YOU FOR YOUR BUSINESS!**

CHI-007113 CO

9-NORMAL, NB, 007113, RA251

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# POLICE INTERCEPTOR

2024 UTILITY AWD  
119" WHEELBASE  
3.3L TI-VCT V6 FFV ENGINE  
10-SPEED AUTO TRANSMISSION

EXTERIOR  
AGATE BLACK METALLIC

INTERIOR  
EBONY CLOTH FRT/VINYL REAR

RG A27823

EPA Fuel Economy and Environment

**19** MPG  
combined city/hwy

17 city 23 highway 5.3 gallons per 100 miles

**You spend \$4,500** more in fuel costs over 5 years compared to the average new vehicle.

- STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE**
- EXTERIOR**
- 18" STEEL WHEELS
  - 256 HITCH RECEIVER
  - CLASS III HITCH RECEIVER
  - DUAL EXHAUST SYSTEM
  - DUAL POWER MIRRORS
  - FULL SIZE 18" SPARE W/T PMS
  - HEADLAMP - AUTO. LED
  - LOW/HIGH INCLUDES FRONT HOUSING (W/ LED WIG-WAG)
  - KEY LOCKS (DR/PASS/LTGT)
  - PRIVACY GLASS 2ND/3RD ROW
- INTERIOR**
- 3520/35 SPLIT VINYL REAR AC W/AUTOMATIC CLIMATE
  - BLACK VINYL FLOOR COVERING
  - CERTIFIED SPEEDOMETER
  - CLOTH BUCKET FRONT SEATS
  - ENGINE HOUR / IDLE METER
  - HTD SANITIZATION SOLUTION
  - PWR DR SEAT W/ W/M LUMBAR
  - RED/WHITE TASK LIGHTING
  - SEATBACK INTRUSION PLATES
  - TILT/TELESCOPING STEERING WHL W/ 4 CONFIGURABLE LATCHING SWITCHES

- UNIVERSAL TOP TRAY
  - FUNCTIONAL SAFETY/SECURITY
  - 75 MPH REAR-CRASH TESTED
  - ADVANCECTRACT™ WITH RSC®
  - AIRBAGS - FRONT AND SIDE
  - SYSTEMS - SAFETY CANOPY
  - SOS POST CRASH ALERT SYS
  - TIRE PRESSURE MONITOR SYS
- WARRANTY**
- 3 YEAR/36,000 MILE BUMPER-TO-BUMPER WARRANTY
  - 5 YEAR/100K MILE POWERTRAIN CARE EXTENDED SERVICE PLAN (ZERO DEDUCTIBLE)

- INCLUDED ON THIS VEHICLE EQUIPMENT\_GROUP\_500A**
- AM/FM STEREO
  - 3.3L TI-VCT V6 FFV ENGINE
  - 10-SPEED AUTO TRANSMISSION
  - AUX CLIMATE CONTROL
  - GLOBAL LOCK/UNLOCK
  - 50 STATE EMISSIONS
  - COURTESY LAMP DISABLE
  - POLICE ENGINE IDLE FEATURE
  - DRIVER SIDE LED SPOT LAMP
  - BLIS (BLIND SPOT INFO SYSTEM)
  - KEYLESS ENTRY - 4 FOBs
  - 4G LTE W/HI-HOTS/SPOT CREDIT
  - STNLS STL HUB WHL CVR CREDIT
  - REVERSE SENSING SYSTEM
  - FLEX-FUEL CAPABILITY
  - FRONT LICENSE PLATE BRACKET

(MSRP)	(MSRP)
NO CHARGE	NO CHARGE
2,830.00	547,165.00
NO CHARGE	450.00
610.00	46,715.00
NO CHARGE	1,395.00
25.00	
395.00	
545.00	
340.00	
20.00	
275.00	
NO CHARGE	

**PRICE INFORMATION**

BASE PRICE \$47,165.00

TOTAL OPTIONS/OTHER - 450.00

TOTAL VEHICLE & OPTIONS/OTHER 46,715.00

DESTINATION & DELIVERY 1,395.00

**CONVOY**

ITEM #: 56-R447 O/T 5B

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit [www.ford.com/finance](http://www.ford.com/finance).

**TOTAL MSRP \$48,310.00**

**SPECIAL ORDER**

RA251 N RB 2X 415 007113 01 25 24

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

RA251 N RB 2X 415 007113 01 25 24

flexible-fuel-vehicle Gasoline-Ethanol (E85)

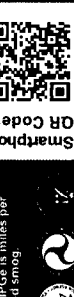
**Annual fuel cost \$2,850**

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 24 mpg and costs \$9,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year. Fuel economy and emissions are a significant cause of climate change and smog.

**Fuel Economy & Greenhouse Gas Rating** (tailpipe only)

Smog Rating (tailpipe only)

Best 10



**fueleconomy.gov**

Calculate personalized estimates and compare vehicles

**GOVERNMENT 5-STAR SAFETY RATINGS**

**Overall Vehicle Score** ★ ★ ★ ★ ★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

**Frontal Crash** ★ ★ ★ ★ ★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

**Side Crash** ★ ★ ★ ★ ★

Based on the risk of injury in a side impact.

**Rollover** ★ ★ ★ ★ ★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). [www.safercar.gov](http://www.safercar.gov) or 1-888-321-4236

**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle).

**FORD PROTECT**

Insist on Ford Protect: The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit [www.FordOwner.com](http://www.FordOwner.com).

The modern is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle settings for connectivity options.

fordpass: Connect (optional on select vehicles), the FordPass App and complementary Connected Services are required for many features. Some features may require an internet service and feature depend on cellular network availability. Evolving technology, cellular network availability, connectivity may vary. Ford reserves the right to change or discontinue features, functionality and prevent operation of connected features. ©2024 Ford Motor Company. See your Ford dealer for more information.



Scan QR code to get more information

Scan or text 1F86A27823 to 86828

Get more information

1FM5K8AB3RGA27823

1202402042163

06/25/2024



**Date/Time:** Jul 1, 2024 12:33 PM  
**Buyer:** City Of Lathrop City Of Lathrop  
**Phone:** C: (209) 319-3039  
**Phone:** H: (209) 941-7372  
**Address:** 390 Towne Centre Dr  
 Lathrop, CA 95330  
**Salesperson:** Zach Riedinger  
**Salesperson:** Jonathon Quevedo

**2024 Chevrolet Silverado 1500, Body Type:**

Color: Summit White

<b>Purchase</b>	<b>0 Months</b>
\$ Down	Est. \$/Monthly
<b>\$0</b>	<b>\$113,123</b>

<b>MSRP/Retail</b>	<b>\$102,840.00</b>
<b>Selling Price</b>	<b>\$102,840.00</b>
<b>Rebate</b>	<b>\$10,000.00</b>
<b>Total Savings + Rebate</b>	<b>\$10,000.00</b>
<b>Government Fee</b>	<b>\$83.50</b>
<b>Proc/Doc Fee</b>	<b>\$170.00</b>
<b>Up Fit</b>	<b>\$10,130.00</b>
<b>Total Taxes</b>	<b>\$9,899.75</b>
<b>Amount Financed</b>	<b>\$113,123.25</b>

X  
 \_\_\_\_\_  
 Customer Signature

X  
 \_\_\_\_\_  
 Manager Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

*Please submit this worksheet to Management for its review. I understand that (i) this worksheet is neither an offer nor a contract and is not binding on the customer or the dealership, (ii) no offer to purchase any vehicle is binding until accepted in writing by an authorized American Chevrolet Sales manager on a California State Motor Vehicle Purchase Contract form and (iii) Sales Consultant can not obligate or bind the customer or the dealership.*



# Vehicle Locator

**Dealer Information**

**AMERICAN CHEVROLET**  
**4742 MCHENRY AVE**  
**MODESTO, CA 95356**  
**Phone: 209-575-1606**  
**Fax: 209-491-7825**

1GCUDAED7RZ123049

Model Year: 2024

Make: Chevrolet

Model: 1500 Silverado

CK10543-4WD, Short Crew

PEG: 1WT-Work Truck Preferred Equipment Group

Primary Color: GAZ-Summit White

Trim: H0U-1WT/1LT/1SP/2LT/1FL/1LS-Cloth, Jet Black,  
Interior TrimEngine: L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel  
Mgt, V V T

Transmission: MHT-10-Speed Automatic

Event Code: 5000-Delivered to Dealer

Order #: CVCGH3

MSRP: \$51,420.00

Order Type: FNR-Fleet Commercial

Stock #: T24150

Inventory Status: N/A

**Additional Vehicle Information****Vehicle Options**

## Chargeable Options

	MSRP
A2X-Power Seat Adjuster (Driver's Side)	\$290.00
G80-Auto Locking Differential, Rear	\$395.00
JL1-Integrated Trailer Brake Controller	\$275.00
KI4-120 Volt Electrical Receptacle, In Cab	\$225.00
L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T	\$1,595.00
QT5-Tailgate Function--EZ Lift, Power Lock & Release	\$150.00
Z82-Trailer Package	\$425.00
ZLQ-Fleet Convenience Package	\$370.00

## No Cost Options

C5Y-GVW Rating 7100 Lbs  
 GU5-Rear Axle: 3.23 Ratio  
 MHT-10-Speed Automatic  
 RD6-Wheels: 17" Steel - Painted Ultra Silver  
 VQ1-Holdback, Fleet Dealer Assistance  
 YF5-California Emissions

Other Options

**1WT-Work Truck Preferred Equipment Group**  
**AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature**  
**DLF-Mirrors, O/S: Power, Heated**  
**GAZ-Summit White**  
  
**IOR-Chevrolet Infotainment, 7" Color Screen**  
**KC4-Cooler, Engine Oil**  
**KW7-Alternator, 170 AMP**  
**QBN-Tires: 255/70 R17 All Season, Blackwall**  
  
**QK1-Standard Tailgate**  
**SAF-Spare Tire Lock**  
**UBI-2-USBs, Second Row Charge/Data Ports**  
**UE4-Following Distance Indicator**  
**UHX-Lane Keep Assist/Departure Warning**  
**UKJ-Sensor, Front Pedestrian Braking**  
  
**V76-Recovery Hooks**

**AQQ-Keyless Remote Entry**  
**BG9-Floor Covering: Rubberized Vinyl, Black**  
  
**E63-Durabed**  
**H0U-1WT/1LT/1SP/2LT/1FL/1LS-Cloth, Jet Black, Interior Trim**  
**K34-Cruise Control**  
**KNP-Transmission Cooling System**  
**PRF-3 Years of Onstar Remote Access**  
**QBR-Tire, Spare: 255/70 R17 All Season, Blackwall**  
**RFQ-Focused Ordering Configuration**  
**TQ5-Headlamps, Intellibeam**  
**UE1-OnStar Communication System**  
**UEU-Sensor, Forward Collision Alert**  
**UHY-Automatic Emergency Braking**  
**UQF-Speaker System: Standard Sound System**  
**VK3-Front License Plate Mounting Provisions**

"~" indicates vehicle belongs to Trading Partner's inventory

**Disclaimer:**

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.





**CITY MANAGER'S REPORT**  
**July 8, 2024 CITY COUNCIL REGULAR MEETING**  
**APPROVE ANNUAL INDUSTRIAL SOLID WASTE LICENSE FOR TESLA, INC., FOR**  
**FISCAL YEAR (FY) 2024-25**

**PAGE 2**

Staff requests the approval of Industrial Solid Waste Removal Licenses for Tesla, Inc., for fiscal year 2024-25.

**BACKGROUND:**

Lathrop Municipal Code 8.16.140, Section (A) requires any company who collects and removes industrial solid waste within the City of Lathrop to apply annually for an industrial solid waste removal license.

Tesla, Inc., will be required to pay an annual license fee in the sum of two thousand five hundred dollars (\$2,500) and the standard eleven percent (11%) of their annual gross receipts and a ninety-two-dollar (\$92) license administration fee, which is set forth by Lathrop Municipal Code 8.16.140.

**RECOMMENDATION:**

To continue our efforts to meet the terms of the AB939 legislation, and continue implementing plans for source reduction, reuse, and recycling as part of our integrated waste management practices, staff recommends that City Council approve Industrial Solid Waste Removal Licenses for Tesla, Inc., for fiscal year 2024-25.

**FISCAL IMPACT:**

The revenue received will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05.

The license administration fees in the amount of ninety-two dollars (\$92) received from will be deposited into Parks and Recreation account number 1010-30-01-341-01-01.

The annual license fee in the amount of two thousand five hundred dollars (\$2,500) received will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05.

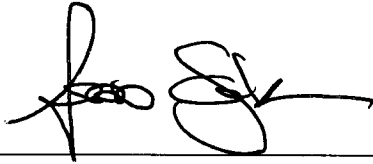
**ATTACHMENTS:**

- A. Resolution Approving an Annual Industrial Solid Waste License for Tesla, Inc., for FY 2024-25
- B. Industrial Refuse Collection Application from Tesla, Inc

July 8, 2024 CITY COUNCIL REGULAR MEETING

APPROVE ANNUAL INDUSTRIAL SOLID WASTE LICENSE FOR TESLA, INC., FOR FISCAL YEAR (FY) 2024-25

**APPROVALS:**



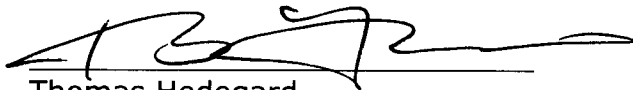
Todd Sebastian  
Director of Parks and Recreation

7/2/2024  
Date



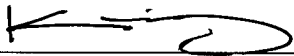
Cari James  
Finance Director

7/2/2024  
Date



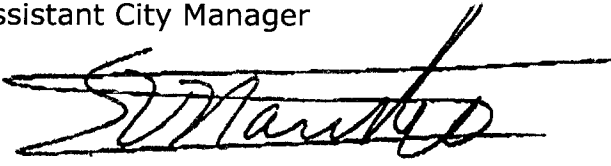
Thomas Hedegard  
Deputy City Manager

7/2/2024  
Date



Michael King  
Assistant City Manager

7.2.2024  
Date



Salvador Navarrete  
City Attorney

7/2/2024  
Date



Stephen J. Salvatore  
City Manager

7.2.24  
Date

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AN ANNUAL INDUSTRIAL SOLID WASTE LICENSE FOR TESLA, INC., FOR FISCAL YEAR 2024-25**

**WHEREAS**, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB939), has acknowledged that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste management; and

**WHEREAS**, the process requires cities and other local agencies to implement plans for source reduction, reuse, and recycling as part of their integrated waste management practices; and

**WHEREAS**, to comply with said legislation, the City of Lathrop adopted Municipal Code Chapter 8.16 (Garbage Collection and Disposal). Lathrop Municipal Code Section 8.16.140 requires any company that collects industrial solid waste in the City of Lathrop to annually apply for an Industrial Solid Waste Removal License; and

**WHEREAS**, Tesla, Inc., submitted their annual license application, applicable fees, insurance, locations serviced, and their bonds or financial status report for fiscal year 2024-25; and

**WHEREAS**, to continue our efforts to meet the terms of the AB939 legislation and continue implementing plans for source reduction, reuse, and recycling as part of their integrated solid waste management practices, staff recommends that City Council approve the Industrial Solid Waste Removal License for Tesla, Inc.,; and

**WHEREAS**, the following monies received from this company will be deposited as follows:

- The standard eleven percent (11%) of their annual gross receipt monies received will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05;
- License administration fee in the amount of ninety-two dollars (\$92) will be deposited into Parks and Recreation account number 1010-30-01-341-01-01;
- Annual license fee in the amount of two thousand five hundred dollars (\$2,500) received will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the Industrial Solid Waste License for Tesla, Inc., for fiscal year 2024-25.

The foregoing resolution was passed and adopted this 8<sup>th</sup> day of July 2024, by the following vote:

AYES:

NOES:

ABSENT:

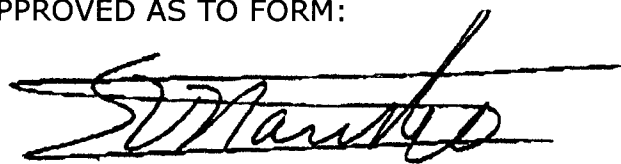
ABSTAIN:

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

ATTEST:

APPROVED AS TO FORM:

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

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



**Parks and Recreation Department**

390 Towne Centre Drive, Lathrop, CA 95330  
Phone (209) 941-7370  
www.ci.lathrop.ca.us

**INDUSTRIAL REFUSE COLLECTION  
LICENSE APPLICATION**

COMPANY NAME: Tesla Inc.

ADDRESS: 700 D'Arcy Pkwy

Lathrop, CA 95330

PHONE/FAX \_\_\_\_\_

EMAIL: jbottorff@tesla.com

TYPE OF WASTE REMOVAL SERVICE:

Recycling materials (cardboard, corrugated materials)

APPLICANT SIGNATURES:

Jordan Bottorff  
SIGNATURE

5/10/2024  
DATE

Jordan Bottorff  
PRINT NAME

Staff Environmental Manager  
TITLE



**Parks and Recreation Department**

390 Towne Centre Drive, Lathrop, CA 95330  
Phone (209) 941-7370  
www.ci.lathrop.ca.us

*The following license requirements are set forth by the City of Lathrop Municipal Code, Title 8 Health & Safety, Chapter 8.16 Garbage Collection & Disposal, Section 8.16.140 Industrial Solid Waste Removal – License Required.*

CHECK IF ENCLOSED

CUSTOMERS LIST (Names and Addresses):

  X  

SIGNED STATEMENTS FROM NEW INDUSTRIAL CUSTOMERS ADDRESSED TO CITY

\_\_\_\_\_

NUMBER, KIND, AND CAPACITY OF VEHICLES AND OTHER EQUIPMENT  
(Must be in compliance with all applicable air pollution control laws):

  ✓  

ORIGINAL PERFORMANCE BOND OR OTHER SECURITY ATTACHED (\$25,000)  
-OR-  
MOST RECENT FINANCIAL STATEMENT AND/OR AUDIT

  ✓  

\_\_\_\_\_

INSURANCE CERTIFICATE AND ENDORESMENT NAMING THE CITY, ITS OFFICERS AND EMPLOYEES AS AN ADDITIONAL INSURED

  ✓  

\_\_\_\_\_

LICENSE FEE ENCLOSED (\$2,500)

\_\_\_\_\_

ADMINISTRATION FEE (\$92)

\_\_\_\_\_

**PROCESSED BY:**

Melissa Stathakopoulos  
MELISSA STATHAKOPOULOS  
PARKS AND RECREATION MANAGER  
PARKS & RECREATION | SOLID WASTE & RECYCLING

5.28.24  
DATE

**APPROVED BY:**

Todd Sebastian  
TODD SEBASTIAN  
DIRECTOR  
PARKS, RECREATION & FLEET SERVICES

5.29.24  
DATE

TESLA

700 D'Arcy Pkwy, Lathrop, CA 95330  
P. (888) 516-3752

01/11/2014

City of Lathrop  
Department of Parks and Recreation  
390 Towne Center Drive Lathrop, CA 95330

**Subject: Industrial Hauler Application for Self-Hauling Operations of Recycling Materials**

Dear Ms. Stathakopoulos,

I hope this letter finds you well. I am writing to formally submit an Industrial Hauler Application on behalf of Tesla Inc.

Our application pertains to self-hauling operations of recycling materials, specifically focusing on cardboard and corrugated materials generated from our operations at 5150 Glacier St and 700 D'Arcy Pkwy. As an environmentally conscious organization, we are committed to promoting sustainable waste management practices.

This self-hauling operation would eliminate third party handling of our recycling material and direct delivery from Tesla to the recycling and/or landfill centers.

Enclosed with this letter, you will find all the requisite documentation and information as outlined in the application requirements.

Should you require any further clarification or additional documentation, please do not hesitate to contact us. We are more than willing to provide any further information needed to expedite the review process.

Thank you for considering our application. We look forward to the opportunity to contribute positively to the community of Lathrop through our recycling efforts.

Best regards,

  
Jordan Bottorff

Staff Environmental Manager

E. [jbottorff@tesla.com](mailto:jbottorff@tesla.com)

TESLA





## **TABLE OF CONTENTS:**

Industrial Refuse Collection License Application.....	1-2
Customers List.....	3
Number, kind, and capacity of vehicles and other equipment.....	3
Vehicle Pictures.....	4
Original Performance Bond.....	5-12
Insurance Certificate and Endorsement.....	13



## City of Lathrop Industrial Hauler Application Package

### Proposed Customers List

Business Name: Tesla Inc. (Megafactory)  
Business Address: 700 D'Arcy Pkwy Lathrop, CA 95330

Business Name: Tesla Inc. (Megafactory Warehouse)  
Business Address: 5150 Glacier St Lathrop, CA 95330

### Number, kind, and capacity of vehicles and other equipment

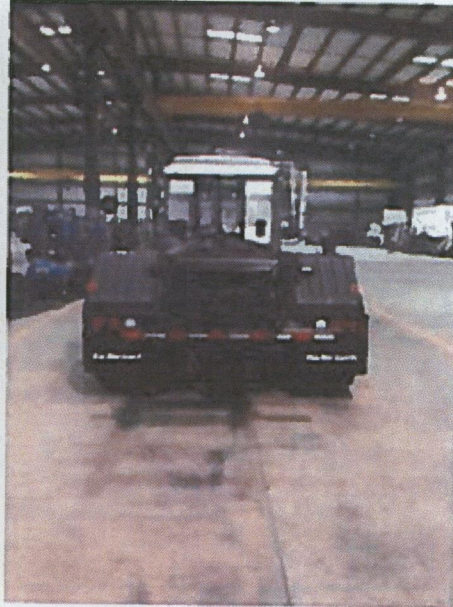
Tesla Inc. is planning on renting three (3) 2024 Peterbilt, Galbreath Roll Off trucks, or similarly in characteristics, to haul 40-yard bins with an approximate weight of 9,000 lbs. (per bin).

Below is the body and chassis information for the rental equipment:

Body Information	
Body Make	Galbreath
Body Model	U5-OR-174
Body SN	55373
Body Size	60k lb. 35.5" Ralls
Chassis Information	
Product Family	Roll Off
Chassis Model Year	2024
Chassis Make	Peterbilt
Drive Position	Left Hand Drive
Engine Make	Paccar
Engine Model	MX-13
Engine HP	455
Trans Type	Automatic
Trans Make	ALLISON
Trans Model	4500 RDS-P
Fuel Type	Diesel
Sub Family	Cable Hoist 60k lb
Total GVW Weight	66,000
Front Axle Weight	20,000
Rear Axle Weight	46,000
Front Axle Tires	315/80R22.5
Rear Axle Tires	315/80R22.5
Rear Suspension Type	Hendrickson Haulmax

TESLA

Vehicle Pictures



## City of Lathrop Industrial Hauler Application Package

### Proposed Customers List

**Business Name:** Tesla Inc. (Megafactory)

**Business Address:** 700 D'Arcy Pkwy Lathrop, CA 95330

**Business Name:** Tesla Inc. (Megafactory Warehouse)

**Business Address:** 5150 Glacier St Lathrop, CA 95330

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Tesla Inc. is planning on renting three (3) 2024 Peterbilt, Galbreath Roll Off trucks, or similarly in characteristics, to haul 40-yard bins with an approximate weight of 9,000 lbs. (per bin).

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Body Size	60k lb. 35.5" Rails
Chassis Information	
Product Family	Roll Off
Chassis Model Year	2024
Chassis Make	Peterbilt
Drive Position	Left Hand Drive
Engine Make	Paccar
Engine Model	MX-13
Engine HP	455
Trans Type	Automatic
Trans Make	ALLISON
Trans Model	4500 RDS-P
Fuel Type	Diesel
Sub Family	Cable Hoist 60k lb
Total GVW Weight	66,000
Front Axle Weight	20,000
Rear Axle Weight	46,000
Front Axle Tires	315/80R22.5
Rear Axle Tires	315/80R22.5
Rear Suspension Type	Hendrickson Haulmaax

T E S L A



Vehicle Pictures



TESLA



Aon Risk Insurance Services West, Inc.  
425 Market Street, Suite 2800  
San Francisco, CA 94105

May 10, 2024

CITY OF LATHROP  
Parks & Recreation Department  
390 Towne Center Drive  
Lathrop, CA 95330

RE:           TESLA, INC.  
              Bond No. 0806274  
              CITY OF LATHROP  
              Collection of Industrial Solid Waste as a Self-Hauler of Recycling Materials

Dear Sir or Madam:

On behalf of our client, TESLA, INC., enclosed please find the captioned bond in the amount of \$25,000 as required for their Collection of Industrial Solid Waste license.

If you should have any questions or if I may be of further assistance, please do not hesitate to call me at 847-442-0302.

Sincerely,

**Aon Risk Insurance Services West, Inc.**

A handwritten signature in black ink, appearing to read "Mary Volmar". The signature is written in a cursive, flowing style.

Mary Volmar

Enclosure  
Record # 2959111

**BOND  
(License or Permit - Continuous)**

Bond No. 0806274

KNOW ALL MEN BY THESE PRESENTS:

THAT WE TESLA, INC. as Principal, and HARCO NATIONAL INSURANCE COMPANY, a corporation duly incorporated under the laws of the State of IL and authorized to do business in the State of CA, as Surety, are held and firmly bound unto CITY OF LATHROP, as Oblige, in the penal sum of Twenty Five Thousand and 00/100 ( 25,000.00 ) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for Collection of Industrial Solid Waste as a Self-Hauler of Recycling Materials.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on 5/6/2024.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Oblige.

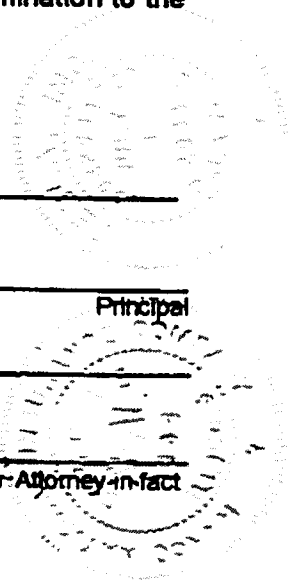
SIGNED, SEALED AND DATED this May 6, 2024.

TESLA, INC.

By: *Tracy Aston*  
Tracy Aston, Attorney-in-Fact Principal

HARCO NATIONAL INSURANCE COMPANY

By: *Mary Y. Volmer*  
Mary Y. Volmer, Attorney-in-fact



**CALIFORNIA ALL-PURPOSE 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.

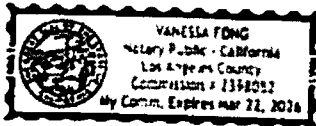
State of California

County of Los Angeles

On MAY - 6 2024 before me, Vanessa Fong, Notary Public, personally appeared Tracy Aston 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 Vanessa Fong  
Signature of Notary Public



**CALIFORNIA ALL-PURPOSE 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 Los Angeles

On MAY - 6 2024 before me, Vanessa Fong, Notary Public, personally appeared Mary Y. Volmar 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 Vanessa Fong  
Signature of Notary Public

**Power of Attorney**

Tesla, Inc., a DE Corporation of 13101 Tesla Road, Austin, TX 78725, Federal Employer Tax Identification Number 91-2197729, hereby constitutes and appoints, jointly and severally, the following employees of certain subsidiaries of Aon plc ("Aon"), as identified below, its true and lawful attorney-in-fact, to execute all surety bonds issued on behalf of Tesla, Inc. and any subsidiaries.

<b>Aon Employee</b>	<b>Aon Subsidiary</b>
<b>San Francisco</b>	<b>Aon Risk Services West, Inc.</b>
<b>Alex Tokar</b>	
<b>Los Angeles</b>	<b>Aon Risk Services West, Inc.</b>
<b>Vanessa Fong Tracy Aston</b>	
<b>Philadelphia</b>	<b>Aon Risk Services Northeast, Inc.</b>
<b>George Gionis Sara Owens</b>	
<b>New York</b>	<b>Aon Risk Services Northeast, Inc.</b>
<b>Frances Rodriguez</b>	
<b>Chicago</b>	<b>Aon Risk Services Central, Inc.</b>
<b>Jennifer L. Jakatis</b>	

This Power-of-Attorney shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days written notice.


This Power-of-Attorney shall include the following direct and indirect subsidiaries of Tesla, Inc. and all direct and indirect subsidiaries that are acquired or formed by Tesla, Inc. after the execution of this Power-of-Attorney.

<b>Subsidiary</b>	<b>Federal Employer Tax Identification Number</b>
Silevo, LLC	47-1007076
SolarCity Corporation	02-0781046
SolarCity Corporation dba Tesla Energy	02-0781046
Tesla Energy Operations, Inc.	02-0781046
SolarCity Electrical New York Corporation	47-0988231
Tesla Energy Electrical NY, Inc.	47-0988231
SolarCity Finance Company, LLC	46-4317851
SolarStrong, LLC	45-2859333
Tesla Finance, LLC	46-3896777
Tesla Lease Trust	90-6260713
Tesla Motors FL, Inc.	46-1774039
Tesla Motors Leasing, Inc.	27-2012393
Tesla Motors MA, Inc.	45-4358643
Tesla Motors New York, LLC	27-1077991
Tesla Motors NV, Inc.	46-1849598
Tesla Motors PA, Inc.	45-4398950
Tesla Motors TN, Inc.	47-1144768

Tesla Motors TX, Inc	46-1405389
Tesla Motors UT, Inc	47-2748833
Tesla Sales, Inc	82-1799454
Tesla, Inc dba Tesla	91-2197729
Tesla, Inc dba Tesla Florida	91-2197729
Tesla, Inc dba Tesla Motors, Inc.	91-2197729
Tesla, Inc dba Tesla Inc. of Louisiana	91-2197729
Zep Solar LLC	90-1029637

IN WITNESS WHEREOF, the signing party below affirms his/her authority to sign this Designation of Representative and grant the powers contained therein

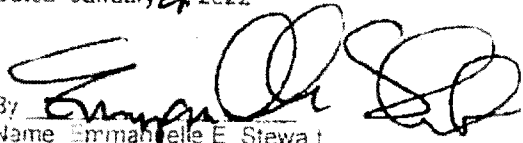
Dated January 27 2022

By   
Name Emmahjella E. Stewart  
Title Assistant Secretary

Tesla Motors TX, Inc.	46-1495389
Tesla Motors UT, Inc.	47-2748833
Tesla Sales, Inc.	82-1799454
Tesla, Inc. dba Tesla	91-2197729
Tesla, Inc. dba Tesla Florida	91-2197729
Tesla, Inc. dba Tesla Motors, Inc.	91-2197729
Tesla, Inc. dba Tesla Inc. of Louisiana	91-2197729
Zep Solar LLC	90-1029637

IN WITNESS WHEREOF, the signing party below affirms his/her authority to sign this Designation of Representative and grant the powers contained therein.

Dated January 27, 2022

By   
Name: Emmahelle E. Stewart  
Title: Assistant Secretary

**BOND**  
**(License or Permit - Continuous)**

Bond No. 0806274

KNOW ALL MEN BY THESE PRESENTS:

THAT WE TESLA, INC. as Principal, and HARCO NATIONAL INSURANCE COMPANY, a corporation duly incorporated under the laws of the State of IL and authorized to do business in the State of CA, as Surety, are held and firmly bound unto CITY OF LATHROP, as Oblige, in the penal sum of Twenty Five Thousand and 00/100 ( 25,000.00 ) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for Collection of Industrial Solid Waste as a Self-Hauler of Recycling Materials.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.


This bond shall become effective on 5/6/2024.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Oblige.

SIGNED, SEALED AND DATED this May 6, 2024.

TESLA, INC.

By:   
Tracy Aston, Attorney-in-Fact Principal

HARCO NATIONAL INSURANCE COMPANY

By:   
Mary Y. Volmar Attorney-in fact

**CALIFORNIA ALL-PURPOSE 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.

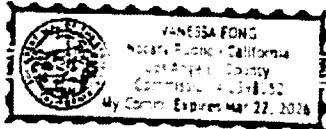
State of California

County of Los Angeles

On MAY - 6 2024 before me, Vanessa Fong, Notary Public, personally appeared Tracy Aston 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

Vanessa Fong  
Signature of Notary Public

**CALIFORNIA ALL-PURPOSE 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 Los Angeles

On MAY - 6 2024 before me, Vanessa Fong, Notary Public, personally appeared Mary Y. Volmar 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

*Vanessa Fong*  
Signature of Notary Public

**Power of Attorney**

Tesla, Inc., a DE Corporation of 13101 Tesla Road, Austin, TX 78725, Federal Employer Tax Identification Number 91-2197729, hereby constitutes and appoints, jointly and severally, the following employees of certain subsidiaries of Aon plc ("Aon"), as identified below, its true and lawful attorney-in-fact, to execute all surety bonds issued on behalf of Tesla, Inc. and any subsidiaries:

<b>Aon Employee</b>	<b>Aon Subsidiary</b>
San Francisco  Alex Tokar	Aon Risk Services West, Inc.
Los Angeles  Vanessa Forg Tracy Aston	Aon Risk Services West, Inc.
Philadelphia  George Gons Sara Owens	Aon Risk Services Northeast, Inc.
New York  Frances Rodriguez	Aon Risk Services Northeast, Inc.
Chicago  Jennifer L. Jakartis	Aon Risk Services Central, Inc.

This Power-of-Attorney shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days written notice.

This Power-of-Attorney shall include the following direct and indirect subsidiaries of Tesla, Inc. and all direct and indirect subsidiaries that are acquired or formed by Tesla, Inc. after the execution of this Power-of-Attorney

<b>Subsidiary</b>	<b>Federal Employer Tax Identification Number</b>
Sievo, LLC	47-1007076
SolarCity Corporation	02-0781046
SolarCity Corporation dba Tesla Energy	02-0781046
Tesla Energy Operations, Inc.	02-0781046
SolarCity Electrical New York Corporation	47-0988231
Tesla Energy Electrical NY, Inc.	47-0988231
SolarCity Finance Company, LLC	46-4317851
SolarStrong, LLC	45-2859333
Tesla Finance, LLC	46-3896777
Tesla Lease Trust	90-6260713
Tesla Motors FL, Inc.	46-1774039
Tesla Motors Leasing Inc.	27-2012393
Tesla Motors MA, Inc.	45-4358643
Tesla Motors New York, LLC	27-1077991
Tesla Motors NV, Inc.	46-1849598
Tesla Motors PA, Inc.	45-4398950
Tesla Motors TN, Inc.	47-1144768



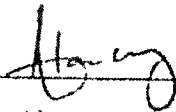
**CALIFORNIA JURAT**

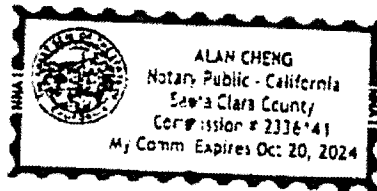
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN MATEO

Subscribed and sworn to (or affirmed) before me on this 27<sup>th</sup> day of JANUARY, 2022, by CAMILLA-LUELLE STEWART, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature   
Signature of Notary Public



**POWER OF ATTORNEY**

Bond # 0806274

**HARCO NATIONAL INSURANCE COMPANY  
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

**MARY Y. VOLMAR**

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

\*RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.\*

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY  
County of Essex

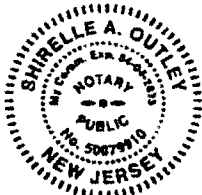
Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known and being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies, that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 6, 2024

A00632

Irene Martins, Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/03/2024

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> MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 Attn: SanFrancisco.Certs@marsh.com / FAX 212-948-0398 CN102460432-GAW-2.5M-23-24	<b>CONTACT NAME:</b> ... <b>PHONE (A/C, No. Ext):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>FAX (A/C, No):</b> _____
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Tesla, Inc. 1 Tesla Road Austin, TX 78725	<b>INSURER A:</b> Zurich American Insurance Company <b>INSURER B:</b> N/A <b>INSURER C:</b> _____ <b>INSURER D:</b> _____ <b>INSURER E:</b> _____ <b>INSURER F:</b> _____

**COVERAGES**                      **CERTIFICATE NUMBER:** SEA-003860271-07                      **REVISION NUMBER:** 4

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 BUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$1,000,000 <input checked="" type="checkbox"/> Tort Contrac Liab, No XCU Excl GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Premises & Operations only		GLO 1074588-06 ***Includes Host Liquor Liability***	10/31/2023	10/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ N/A
	<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) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<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					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)  
Tesla Licensing/Permitting  
Industrial Solid Waste Removal  
City of Lathrop is/is/are included as additional insured where required by written contract.

<b>CERTIFICATE HOLDER</b> City of Lathrop Parks & Recreation   Solid Waste & Recycling 390 Towne Centre Drive Lathrop, CA 95330	<b>CANCELLATION</b> 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 of Marsh Risk & Insurance Services  <i>Marsh Risk &amp; Insurance Services</i>
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## ITEM 4.9

### CITY MANAGER'S REPORT JULY 8, 2024 CITY COUNCIL REGULAR MEETING

**ITEM: APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 66 LOTS IN TRACT 3225 WITHIN THE MOSSDALE LANDING AREA**

**RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 3225 within the Mossdale Landing Area, Totaling 66 Single Family Lots and Subdivision Improvement Agreement with K. Hovnanian Homes Northern California, Inc.**

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#### **SUMMARY:**

The proposed Final Map for Tract 3225, included as Attachment "C", will subdivide the 13.26 acre S1 Pond parcel in the Mossdale Landing area. K. Hovnanian Homes Northern California, Inc. (KHOV) is proposing 66 single family lots. A Vicinity Map is included at Attachment "B".

Staff recommends that the City Council approve the proposed Final Map for Tract 3225 and a Subdivision Improvement Agreement (SIA), included as Attachment "D", with KHOV by Resolution included as Attachment "A".

#### **BACKGROUND:**

On January 27<sup>th</sup>, 2003, Council and Planning Commission approved the Mossdale Landing Project entitlements, which included the compliance with California Environmental Quality Act (CEQA) and adoption of Urban Design Concept (UDC), Vesting Tentative Subdivision Map (VTM) for Tract 3142, VTM for Tract 3225, and a Development Agreement (DA) for the Mossdale Landing Project. The land for the proposed Final Map for Tract 3225 is within the geographic boundaries of the VTM.

The developer, Lathrop Mossdale Investors, LP (LMI), was required to use the low density residential area of Tract 3225 as a recycled water storage pond (S1) until a river discharge permit was obtained from the Regional Water Quality Control Board (RWQCB). LMI retained reversionary rights to the land of S1 to regain the title to the land when alternative means of disposal of recycled water were funded by LMI.

LMI agreed to fund a portion of the Surface Water Discharge Project for the pro-rata share of the S1 pond. On January 8, 2024, Council approved the Project Funding Agreement with LMI and a quitclaim deed to transfer ownership of the S1 property to KHOV at the request of LMI.

**CITY MANAGER’S REPORT** **PAGE 2**  
**JULY 8, 2024 CITY COUNCIL REGULAR MEETING**  
**APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR**  
**66 LOTS IN TRACT 3225 WITHIN THE MOSSDALE LANDING AREA**

KHOV is now requesting Council to approve the Final Map for Tract 3225. As required by the Lathrop Municipal Code Chapter 16.16, all final maps must include an SIA to guarantee specific offsite and onsite improvements.

The total estimated cost of the improvements for Tract 3225 is \$2,919,400. Performance and labor & material securities have been provided to the City with the proposed SIA in the amount of:

Improvement Total:	\$3,437,412
Performance Bond (150% of Unfinished Improvements)	\$5,156,118
Labor & Materials Bond (50% of Performance Bond)	\$2,578,059

The SIA also guarantees the construction of the improvements along McKee Boulevard, Brookhurst Boulevard, and Golden Valley Parkway.

Tract 3225 was annexed into a Community Facilities District (CFD) for maintenance purposes with the approval of the VTM.

Potential Council acceptance of the public improvements will be processed by staff at a later date when the improvements are completed. Prior to acceptance, KHOV will be required to provide a one (1) year warranty bond.

As a precondition to record the Final Map, KHOV must satisfy the Escrow Instructions, included as Attachment "E", by depositing necessary sums to guarantee the payment of all fees and providing required documents.

**REASON FOR RECOMMENDATION:**

KHOV has fulfilled all of the requirements of the City’s subdivision ordinance as listed below:

<b>Documents</b>	<b>Status</b>
1. Final Map ready for signature	Received
2. Subdivision Improvement Agreement	Received
3. Faithful Performance and Labor & Materials Security	Received
4. Street Improvement, Landscape, Light & Joint Trench Plans, Traffic Signal Plans	Received
5. Geotechnical Report	Received
6. Allocation of Water and Sewer capacity documents	To be provided in escrow
7. Escrow Instructions	Received

**CITY MANAGER’S REPORT** **PAGE 3**  
**JULY 8, 2024 CITY COUNCIL REGULAR MEETING**  
**APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR**  
**66 LOTS IN TRACT 3225 WITHIN THE MOSSDALE LANDING AREA**

<b>Fees</b>	<b>Status</b>
1. Final Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid
3. Sierra Club Settlement fee	To be paid in escrow

**FISCAL IMPACT:**

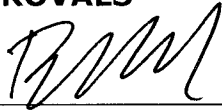
There is no fiscal impact to the City as all costs are covered by development fees and any shortfalls in the City’s maintenance and operating costs are covered by the CFD.

**ATTACHMENTS:**

- A. Resolution Approving Final Map for Tract 3225 within the Mossdale Landing Area, Totaling 66 Single Family Lots and Subdivision Improvement Agreement with K. Hovnanian Homes Northern California, Inc.
- B. Vicinity Map – Tract 3225
- C. Draft Final Map - Tract 3225
- D. Subdivision Improvement Agreement with K. Hovnanian Homes Northern California, Inc. for Final Map Tract 3225
- E. Escrow Instructions – Final Map 3225

**CITY MANAGER'S REPORT**  
**JULY 8, 2024 CITY COUNCIL REGULAR MEETING**  
**APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR**  
**66 LOTS IN TRACT 3225 WITHIN THE MOSSDALE LANDING AREA**

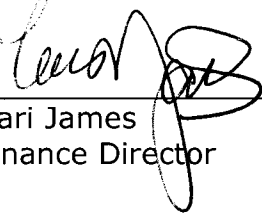
**APPROVALS**

  
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Bellal Nabizadah  
Assistant Engineer

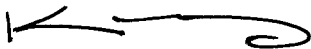
6/20/24  
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Date

  
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Brad Taylor  
City Engineer

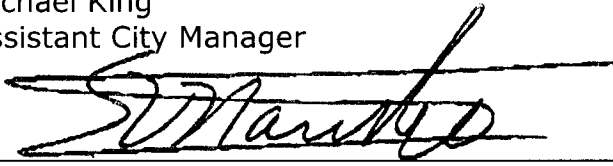
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Date

  
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Cari James  
Finance Director

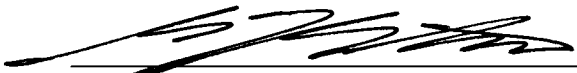
6/24/2024  
\_\_\_\_\_  
Date

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

6.20.2024  
\_\_\_\_\_  
Date

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

6/20/2024  
\_\_\_\_\_  
Date

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

7.2.24  
\_\_\_\_\_  
Date



**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 3225 WITHIN THE MOSSDALE LANDING AREA, TOTALING 66 SINGLE FAMILY LOTS AND SUBDIVISION IMPROVEMENT AGREEMENT WITH K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC.**

**WHEREAS**, on January 27th, 2003, Council and Planning Commission approved the Mossdale Landing Project entitlements, which included the compliance with California Environmental Quality Act (CEQA) and adoption of Urban Design Concept (UDC), Vesting Tentative Subdivision Map (VTM) for Tract 3142, VTM for Tract 3225, and a Development Agreement (DA) for the Mossdale Landing Project; and

**WHEREAS**, the land for the proposed Final Map for Tract 3225 is within the geographic boundaries of the VTM; and

**WHEREAS**, the developer, Lathrop Mossdale Investors, LP (LMI), was required to allow the City to use the low density residential area of Tract 3225 as a recycled water storage pond (S1) until alternative means of disposal of recycled water were available; and

**WHEREAS**, LMI retained reversionary rights to the land of S1 to regain the title to the land when the pond is no longer needed by the City as a storage pond; and

**WHEREAS**, LMI agreed to fund a portion of the Surface Water Discharge Project for the pro-rata share of the S1 pond; and

**WHEREAS**, on January 8, 2024, Council approved the Project Funding Agreement with LMI and a quitclaim deed to transfer ownership of the S1 property to K. Hovnanian Homes Northern California, Inc. (KHOV), at the request of LMI; and

**WHEREAS**, staff received a request from KHOV to process the Final Map for Tract 3225; and

**WHEREAS**, as required by the Lathrop Municipal Code Chapter 16.16, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements; and

**WHEREAS**, performance and labor & material securities have been provided with the proposed SIA for Tract 3225 that guarantee the onsite and offsite subdivision improvements for Tract 3225, in the amount as follows:

Improvement Total:	\$3,437,412
Performance Bond (150% of Unfinished Improvements)	\$5,156,118
Labor & Materials Bond (50% of Performance Bond)	\$2,578,059

; and

**WHEREAS**, the SIA also guarantees the construction of the improvements along McKee Boulevard, Brookhurst Boulevard and Golden Valley Parkway; and

**WHEREAS**, Tract 3225 was annexed into a Community Facilities District (CFD) for maintenance purposes with the approval of the VTM; and

**WHEREAS**, potential Council acceptance of the public improvements will be processed by staff at a later date when the improvements are completed. Prior to acceptance, KHOV will be required to provide a one (1) year warranty bond; and

**WHEREAS**, KHOV must satisfy the Escrow Instructions, included as Attachment "E" to the City Manager's Report that accompanies this Resolution, by depositing necessary sums to guarantee the payment of all fees and providing required documents; and

**WHEREAS**, there is no fiscal impact to the City because all costs are covered by development fees and the City's maintenance and operating costs for the future public improvement will be paid by the CFD that has been established with the VTM.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lathrop that approves the following:

1. The Final Map for Tract 3225 and is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office subject to the K. Hovnanian Homes Northern California, Inc.'s completion of requirements of the escrow instructions.
2. The proposed Subdivision Improvement Agreement with K. Hovnanian Homes Northern California, Inc. and related documents, including herein-referenced escrow instructions attached to the City Manager's Report that accompanied this Resolution, in substantially the form as attached to the July 8, 2024 staff report.

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 8<sup>th</sup> day of July 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

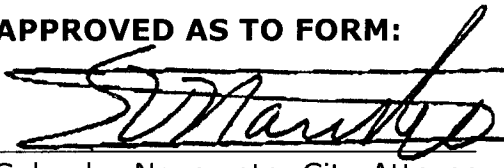
ABSENT:

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

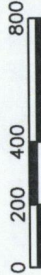
**ATTEST:**

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

**APPROVED AS TO FORM:**

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





SCALE: 1" = 400'

**MACKAY & SOMPS**  
ENGINEERS PLANNERS ARCHITECTS  
SURVEYORS  
31425 FRANKLIN DR., PLEASANTON, CA 94588  
(925) 225-0680



TOWNE CENTRE DR

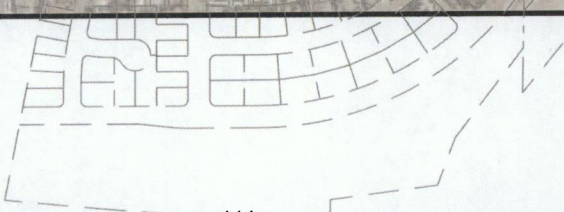
MANTHEY ROAD

GOLDEN VALLEY PARKWAY

BROOKHURST BLVD

MCKEE BLVD

GOLDEN SPIKE TRAIL





TRACT NO. 3225

SUBDIVISIONS OF SAN JOAQUIN COUNTY, MOSSDALE LANDING - NEIGHBORHOOD 12

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 FINAL MAP ENTITLED "TRACT NO. 3225 SUBDIVISIONS OF SAN JOAQUIN COUNTY, MOSSDALE LANDING - NEIGHBORHOOD 12" CONSISTING OF FOUR (4) SHEETS, THAT WE HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP...

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 APPLE GROVE AVENUE, FARM HOUSE ROAD, PEACH HOLLOW WAY, AND WEATHERVANE DRIVE FOR PUBLIC RIGHT OF WAY PURPOSES.
2. A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN SOUNDWALLS, OVER AND UNDER THE STRIPS OF LAND SHOWN UPON SAID MAP MARKED "WALL EASEMENT" (WE).
3. A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN GEBEL'S, AND CONDUITS AND THEIR STRIPS OF LAND SHOWN UPON SAID MAP MARKED "PUBLIC UTILITY EASEMENT" (PUE).

THE UNDERSIGNED DOES HEREBY RELINQUISH ANY AND ALL RIGHTS OF INGRESS AND EGRESS TO VEHICULAR TRAFFIC (ABUTTERS RIGHTS) TO BROOKHURST BOULEVARD AND GOLDEN VALLEY PARKWAY ALONG THE LOT LINES INDICATED BY THE SYMBOL //

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN ON THIS MAP, ALL WATER LINES, 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:
PRINTED NAME:
SIGNATURE:
TITLE:
DATE:

OWNER'S ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THIS DOCUMENT AND THAT EACH SIGNATURE IS THAT OF THE INDIVIDUAL WHOSE NAME IS THEREON AND WHOSE AUTHORITY OR VALIDITY OF THAT DOCUMENT:

STATE OF CALIFORNIA
COUNTY OF

ON 2024, BEFORE ME A NOTARY PUBLIC, PERSONALLY APPEARED TO ME THE PERSON WHOSE NAME IS SET FORTH ABOVE AND WHOSE AUTHORITY OR VALIDITY OF THAT DOCUMENT I HAVE DETERMINED TO BE TRUE AND CORRECT, AND BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:
SIGNATURE:
PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
PRINCIPAL COUNTY OF BUSINESS:
COMMISSION EXPIRES:
COMMISSION # OF NOTARY:

STATE OF CALIFORNIA
COUNTY OF
ON 2024, BEFORE ME A NOTARY PUBLIC, PERSONALLY APPEARED TO ME THE PERSON WHOSE NAME IS SET FORTH ABOVE AND WHOSE AUTHORITY OR VALIDITY OF THAT DOCUMENT I HAVE DETERMINED TO BE TRUE AND CORRECT, AND BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

CITY SURVEYOR'S STATEMENT:

I, DARRYL ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3225 SUBDIVISIONS OF SAN JOAQUIN COUNTY, MOSSDALE LANDING - NEIGHBORHOOD 12" AND THAT THE SUBDIVISION SHOWN HEREON COMPLES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS DAY OF 2024.
DARRYL ALEXANDER, LS NO. 5071
ACTING CITY SURVEYOR

CITY ENGINEER STATEMENT:

I, GLENN GEBHARDT, HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF "TRACT NO. 3225 SUBDIVISIONS OF SAN JOAQUIN COUNTY, MOSSDALE LANDING - NEIGHBORHOOD 12" AND THAT THE SUBDIVISION SHOWN HEREON COMPLES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS DAY OF 2024.
GLENN GEBHARDT, R.C.E. 34681
CITY ENGINEER OF THE
CITY OF LATHROP, CALIFORNIA

CITY CLERK'S STATEMENT:

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT NO. 3225 SUBDIVISIONS OF SAN JOAQUIN COUNTY, MOSSDALE LANDING - NEIGHBORHOOD 12" CONSISTING OF FOUR (4) SHEETS, WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE DAY OF 2019, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. 2019-01, PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDATION AND DO HEREBY ACCEPT ON BEHALF OF THE CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA, ALL RESOLUTIONS, ORDINANCES, AND ORDERS THAT HAVE BEEN PASSED BY SAID CITY COUNCIL, AND 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.

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 2024.



IAN BRUCE MACDONALD
LS NO 8817

RIGHT TO FARM STATEMENT:

PER CITY OF LATHROP CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP HAS ADOPTED A RIGHT TO FARM ORDINANCE. 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 OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATION, CULTIVATION, PLANTING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING, 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.

STATEMENT OF SOILS REPORT:

A SOILS REPORT ENTITLED, "HARRIS PROPERTY, LATHROP, CALIFORNIA, GEOTECHNICAL EXPLORATION, PROJECT NO. 16252.000.000 AND DATED JULY 11, 2019, HAS BEEN PREPARED FOR THIS PROJECT BY ENGO INCORPORATED, AND THE LETTER OF THIRD PARTY RELIANCE, DATED DECEMBER 13, 2023, ARE ON FILE WITH THE CITY OF LATHROP.



BY:
STEVE J. BESTIOLARDES - COUNTY CLERK
ASSASSOR-RECORDER - COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA
SHEET 1 OF 4
25225-RES





SCALE: 1"=40'



Curve Table			
Curve #	Radius	Delta	Length
C1	20.00'	90°00'00"	31.42'
C2	20.00'	90°00'00"	31.42'

NOTES:  
 1. DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.  
 2. TRACT 3225, MOSSDALE LANDING - NEIGHBORHOOD 12 CONTAINS 66 RESIDENTIAL LOTS, CONTAINING 13.26 ACRES, MORE OR LESS, INCLUDING THE ROADWAY THAT IS BEING DEDICATED BY THIS FINAL MAP. ALL SHOWN HEREIN.

# TRACT NO. 3225

SUBDIVISIONS OF SAN JOAQUIN COUNTY  
 MOSSDALE LANDING - NEIGHBORHOOD 12

SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 8 EAST, MOUNT Diablo BASE & MERIDIAN

**Mackay & Soms**  
 ENGINEERS PLANNERS SURVEYORS  
 5142B FRANKLIN DR, SUITE B  
 PLEASANTON, CA 94588 (925)225-0690  
 SAN JOAQUIN COUNTY, CALIFORNIA  
 APRIL 2024

25225-RES

### LEGEND

- DISTINCTIVE BORDER
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- MONUMENT LINE
- BEING DIVISION OF ADJUTER'S RIGHTS
- FOUND 2 1/2" BRASS DISK IN CONCRETE
- MONUMENT BOX UNLESS OTHERWISE NOTED
- SET 2 1/2" BRASS DISK STAMPED "LS 8817" IN MONUMENT BOX PER CITY OF LAHORE STANDARDS
- ANGLE POINT
- BOUNDARY
- CENTERLINE
- EASEMENT
- MONUMENT TO MONUMENT
- MONUMENT TO PROPERTY LINE
- PUBLIC UTILITY EASEMENT

### MAP AND PLATS

- WE WALL EASEMENT
- (R) RADIAL BEARING
- ( ) RECORD DISTANCE
- S.J.C.R. SAN JOAQUIN COUNTY RECORDS

### INDICATES SHEET NUMBER

- SEE SHEET 4

### BASIS OF BEARINGS

THE BEARING NORTH 01°30'30" WEST BETWEEN THE FOUND MONUMENT AND MONUMENT TO MONUMENT IS 1379.10' IN BOOK 32 OF MAPS AND PLATS AT PAGE 32, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

### REFERENCES:

- (R-1) TRACT NO. 3379, MAPS & PLATS BK. 39, PG. 22, S.J.C.R.
- (R-2) DOC. NO. 2003-292739, S.J.C.R.
- (R-3) TRACT NO. 272825, MAPS & PLATS BK. 40, PG. 27, S.J.C.R.
- (R-4) TRACT NO. 3437, MAPS & PLATS BK. 40, PG. 49, S.J.C.R.

SHEET 3 OF 4





**CITY OF LATHROP**  
**SUBDIVISION IMPROVEMENT AGREEMENT**  
**MARIPOSA – TRACT 3225**  
**K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC.**

This Subdivision Improvement Agreement (“*Agreement*”) is made and entered into this **8<sup>th</sup> day of July, 2024** (“*Effective Date*”), by and between the CITY OF LATHROP, a municipal corporation of the State of California (“*CITY*”) and K. Hovnanian Homes Northern California, Inc., a California Corporation (“*SUBDIVIDER*”), regarding APN: 191-19-032 located within the City of Lathrop (“*PROPERTY*”).

**RECITALS**

A. On January 27<sup>th</sup> 2003, CITY approved Vesting Tentative Map for Tract 3225 (**VTM**) to create 66 residential lots on 13.26 acres of land.

B. SUBDIVIDER intends to record one Final Map for Tract 3225 to complete the Mariposa Subdivision, as shown in Exhibit “A” (hereinafter “**Final Map**”). The land for the proposed Final Map is within the geographic boundaries of VTM.

C. SUBDIVIDER shall be responsible for compliance with all Conditions of Approval associated with, including, without limitation, the construction or cash deposit of specified improvements (as that term is defined below) as described more fully herein.

D. 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 Final 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 Final 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 Final Map on July 8, 2024, 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 July 8, 2025, 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 CITY, supported by reasonable documentation that it is using commercially reasonable efforts to complete same and have said Improvements accepted by CITY.

3. CITY, or its agent(s), shall, at any time during the progress of the Improvements,

have free access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.

4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of the SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.

5. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.

6. 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 of SUBDIVIDER'S groundwater rights associated therewith, if any, to CITY via the Final Map.

7. 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 CITY a Warranty Bond in the amount equal to 10% of the final construction cost (Cost x 10%) for the Improvements for Tract 3225 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.

8. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair, replace or reconstruct any defects, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY. Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY to complete and/or repair, replace, or reconstruct the Improvements, even if SUBDIVIDER subsequently completes the work.

9. The CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by the CITY, in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith.

10. SUBDIVIDER is required to post Performance and Labor & Materials bonds to

guarantee the Improvements associated with the Final Map as included and described in Exhibit “C” of this Agreement. The amount of performance security shall be equal to the unfinished Improvement cost plus a 50% contingency (Cost x 150%). The corresponding labor and materials bond amount shall be 50% of the performance bond amount (Performance Security x 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**

Improvement Total	\$3,437,412
Performance Bond Value (150% of Unfinished Improvement Total)	\$5,156,118
Labor & Materials Bond Value (50% of Performance Bond Value)	\$2,578,059

11. SUBDIVIDER shall construct or cause to be constructed at its sole cost and expense the offsite improvements required by the Tract 3225 COA’s of the VTM. SUBDIVIDER shall obtain or cause to be obtained an encroachment permit, prior to commencing any work in the City Right-of-Way, from City for the improvements listed in subsection “a”, and “b” below. The guarantees for the offsite improvements shall be included with the guarantees of the Project shown in Table 1 above. The offsite improvements include, but are not limited to, completion of the following offsite improvements (hereinafter collectively referred to as “Offsite Improvements”):

- a. Brookhurst Boulevard and Golden Valley Parkway Improvements: The applicant shall repair any existing pavement if determined to need maintenance by the City Engineer, install landscaping and irrigation, and repair any concrete sidewalks or curb ramps along the frontage of the Project that are not compliant with current ADA and City Standards.
- b. McKee Boulevard Improvements: The applicant shall repair any existing pavement

if determined to need maintenance by the City Engineer, construct curb, gutter, sidewalk, and install landscaping along the frontage of the Project.

12. Pursuant to COA No. 52, prior to approval of the first final map, the applicant shall prepare, for City review and approval, a Traffic Monitoring Program (“**TMP**”). The TMP shall be used to determine the current status of the need for traffic circulation system operation improvements for each phase. The TMP shall be updated on an annual basis and confirm the near and long term circulation improvements needs (including on-site circulation improvements, off-site circulation improvements, interchange improvements and traffic signals) based upon current operating conditions and projected new development. The TMP shall include the proposed timing for the construction of the improvements in each phase. SUBDIVIDER has not prepared a TMP prior to approval of this first Final Map however CITY has prepared a Citywide TMP, dated October 1, 2022, as part of the ongoing traffic planning efforts. CITY’s TMP did not include the intersection adjacent to the Final Map, Golden Valley Parkway and Brookhurst Boulevard (“**Intersection**”), therefore CITY funded and completed a Signal Warrant Evaluation prepared by Crane Transportation Group, dated May 30, 2024 (“**Signal Evaluation**”), to supplement the TMP and study the Intersection. The Signal Evaluation concluded that a traffic signal is not warranted in both the existing and 2026 conditions but will be warranted prior to build-out conditions and when Golden Valley Parkway is extended to its ultimate configuration. The Signal Evaluation fulfills SUBDIVIDER’s obligation to prepare a TMP prior to approval of the first final map by analyzing current operation conditions and projected new development as well as the proposed timing for the construction of improvements.

Pursuant to COA No. 53, all required traffic signals, off-site street improvements and interchange improvements identified in the TMP for each phase shall be completed or guaranteed in the

appropriate final map. All improvements identified in the TMP for each phase shall be completed or guaranteed prior to the approval of the last final map for that phase. As stated in the TMP, a traffic signal is warranted at the Intersection at the build-out phase of development. The traffic signal is warranted to allow ingress and egress from Brookhurst Boulevard to Golden Valley Parkway which directly benefits the Final Map area, therefore the Final Map is the appropriate final map to fund the traffic signal. The Final Map is not the only development that will benefit from the traffic signal, therefore a fair share of 25% of the total cost of the traffic signal is appropriate as the Final Map occupies one corner of the four-legged intersection. SUBDIVIDER, in compliance and satisfaction of COA No. 53, shall deposit with CITY \$215,259, equal to 25% of the total cost to construct the traffic signal, prior to recordation of the Final Map.

13. Pursuant to the City of Lathrop Municipal Code section 16.16.160, SUBDIVIDER is required to construct all frontage improvements as detailed in the above code section. Improvements that are the responsibility of the SUBDIVIDER have been constructed on Golden Valley Parkway by another developer and the CITY reimbursed that developer for the costs of said improvements. Therefore, instead of constructing the improvements, SUBDIVIDER is responsible for reimbursing the CITY for its fair share of costs of the improvements. PROPERTY fronts \$563,021.84 of improvements on Golden Valley Parkway, therefore, SUBDIVIDER shall deposit with CITY \$563,021.84 prior to recordation of the Final Map as their fair share of costs of the improvements.

14. SUBDIVIDER shall, prior to offering dedication of improvements to CITY, provide or cause to be provided the GIS layers and attributes in compliance with the City Standards effective at the time of offering dedication of improvements to CITY related to Tract 3225 as well as the Offsite Improvements.

15. 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 SUBDIVIDER PROPERTY other than the parcels of the subdivision owned by SUBDIVIDER (and its successors and assigns).

16. 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.

17. 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.

18. 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 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 18, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

19. 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.

20. Prior to acceptance of the Improvements by the City Council, the SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements, and maintaining safety at the project site. The SUBDIVIDER’S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. The CITY and SUBDIVIDER shall form Community Facilities Districts to finance maintenance and improvements within 2 months of Final Map approval. The CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by the CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition

costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.

21. 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.

22. 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.

23. 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.

24. 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: <a href="mailto:website_cco@ci.lathrop.ca.us">website_cco@ci.lathrop.ca.us</a>
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With a copy:	City of Lathrop
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390 Towne Centre Drive  
Lathrop, CA 95330  
Attn: Salvador Navarrete, City Attorney  
Email: [website\\_cao@ci.lathrop.ca.us](mailto:website_cao@ci.lathrop.ca.us)

If to SUBDIVIDER: K. Hovnanian Homes Northern California, Inc  
3721 Douglas Boulevard, Suite 150  
Roseville, CA 95661  
Attn: John Baayoun  
Email: [JBaayoun@KHOV.COM](mailto:JBaayoun@KHOV.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 26.

27. 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: FINAL MAP TRACT 3225

EXHIBIT B: CITY INSURANCE REQUIREMENTS

EXHIBIT C: TOTAL IMPROVEMENT ESTIMATE

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 27(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.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 8<sup>th</sup> day of July 2024.

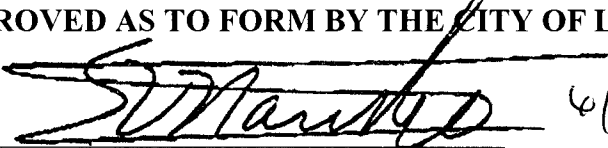
**CITY OF LATHROP,**  
A California municipal corporation of the  
State of California

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:       6/20/2024  
Salvador Navarrete                      Date  
City Attorney

**SUBDIVIDER:**

By: K. Hovnanian Homes Northern California, Inc  
a California Corporation

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John Baayoun  
Division President

Date



**EXHIBIT A**

**FINAL MAP TRACT 3225**

**OWNER'S STATEMENT:**


THE UNDERSIGNED, DOES HEREBY STATE THAT WE ARE THE OWNERS OF ALL THE LAND DESCRIBED HEREIN, AND THE BORDER OF THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT NO. 3225 SUBDIVISIONS OF SAN JOAQUIN COUNTY - MOSSDALE LANDING - NEIGHBORHOOD 12" CONSISTING OF FOUR (4) 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 DESCRIBES ALL THE LOTS INTENDED FOR SALE BY NUMBER WITH THEIR PRECISE LENGTH AND WIDTH.

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 APPLE GROVE AVENUE, FARM HOUSE ROAD, PEACH HOLLOW WAY, AND WEATHERVANE DRIVE FOR PUBLIC RIGHT OF WAY PURPOSES.

2. A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN SIDEWALKS, TOWER AND UNDER THE STRIPS OF LAND SHOWN UPON SAID MAP MARKED "WALL EASEMENT" (WE).

3. 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 MARKED "PUBLIC UTILITY EASEMENT" (PUE).

THE UNDERSIGNED DOES HEREBY RELINQUISH ANY AND ALL RIGHTS OF INGRESS AND EGRESS TO VEHICULAR TRAFFIC (ABUTTERS RIGHTS) TO BROOKHURST BOULEVARD AND GOLDEN VALLEY PARKWAY ALONG THE LOT LINES INDICATED BY THE SYMBOL: 

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: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**OWNER'S ACKNOWLEDGEMENT:**

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 } 53  
COUNTY OF \_\_\_\_\_ }  
ON \_\_\_\_\_ 2024, BEFORE ME \_\_\_\_\_ A NOTARY PUBLIC,  
PERSONALLY APPEARED \_\_\_\_\_ WHO PROVED TO ME ON THE  
BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE  
WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS  
OWN FREE WILL AND WITHOUT COERCION, FRAUD, OR UNLAWFUL INFLUENCE, AND THAT HE  
UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE  
PRINCIPAL COUNTY OF BUSINESS \_\_\_\_\_  
COMMISSION EXPIRES: \_\_\_\_\_  
COMMISSION # OF NOTARY: \_\_\_\_\_

(O.D. SHEET NO. 48)

**TRACT NO. 3225**

SUBDIVISIONS OF SAN JOAQUIN COUNTY  
MOSSDALE LANDING - NEIGHBORHOOD 12

SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 34,  
TOWNSHIP 2 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE & MERIDIAN

CITY OF LATHROP,  
SAN JOAQUIN COUNTY, CALIFORNIA

**Mackay & Soms**  
ENGINEERS  
PLANNERS  
SURVEYORS  
PESACANTON, CA 94588 (925)225-0690  
APRIL 2024



VICINITY MAP  
NOT TO SCALE

**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 SURVEYING MAP ACT AND ORDINANCE AT THE REQUEST OF \_\_\_\_\_ IN JUNE, 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED VESTING TENTATIVE MAP. I FURTHER STATE THAT ALL THE MONUMENTS SHOWN HEREON WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BEFORE SAID FINAL 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

IAN BRUCE MACDONALD  
LS NO 8817



**RIGHT TO FARM STATEMENT:**

PER CITY OF LATHROP CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, 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 AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATION, CULTIVATION, PLOWING, OTHER AGRICULTURAL ACTIVITIES, INCLUDING BURNING OF AGRICULTURAL WASTE PRODUCTS, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPREDATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, ROOSENS 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 TO BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECTS OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.

**STATEMENT OF SOILS REPORT:**

A SOILS REPORT ENTITLED, "HARRIS PROPERTY, LATHROP, CALIFORNIA, GEOTECHNICAL EXPLORATION, PROJECT NO. 16252,000,000 AND DATED JULY 11, 2019, HAS BEEN PREPARED FOR PROJECT BY ENGEO INCORPORATED, AND THE LETTER OF THIRD PARTY RELIANCE, DATED DECEMBER 15, 2023, ARE ON FILE WITH THE CITY OF LATHROP.

**CITY SURVEYOR'S STATEMENT:**

I, DARRYL ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3225 SUBDIVISIONS OF SAN JOAQUIN COUNTY, MOSSDALE LANDING - NEIGHBORHOOD 12" AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

DARRYL ALEXANDER, LS NO. 5071  
ACTING CITY SURVEYOR



**CITY ENGINEER STATEMENT:**

I, GLENN GEBHARDT, HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF "TRACT NO. 3225 SUBDIVISIONS OF SAN JOAQUIN COUNTY, MOSSDALE LANDING - NEIGHBORHOOD 12" AND THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP AND ANY APPLICABLE ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THEREIN, APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

GLENN GEBHARDT, R.C.E. 34681  
CITY ENGINEER OF THE  
CITY OF LATHROP, CALIFORNIA



**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 "TRACT NO. 3225 SUBDIVISIONS OF SAN JOAQUIN COUNTY, MOSSDALE LANDING - NEIGHBORHOOD 12" CONSISTING OF FOUR (4) SHEETS, WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. \_\_\_\_\_ DULY PASSED AND ADOPTED, AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDATION AND DO HEREBY ACCEPT THE SAME ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, AND THAT SAID CITY COUNCIL HAS 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.

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 \_\_\_\_\_, 2024.

TERESA VARGAS  
CITY CLERK AND CLERK OF THE CITY COUNCIL OF  
THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN,  
STATE OF CALIFORNIA

**SECRETARY OF THE PLANNING COMMISSION'S STATEMENT:**

THIS MAP CONFORMS TO THE VESTING TENTATIVE TRACT MAP NO. 3225 APPROVED BY THE PLANNING COMMISSION ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

MARK MESSNER  
SECRETARY OF THE PLANNING COMMISSION  
COMMUNITY DEVELOPMENT DIRECTOR

**COUNTY RECORDER'S STATEMENT:**

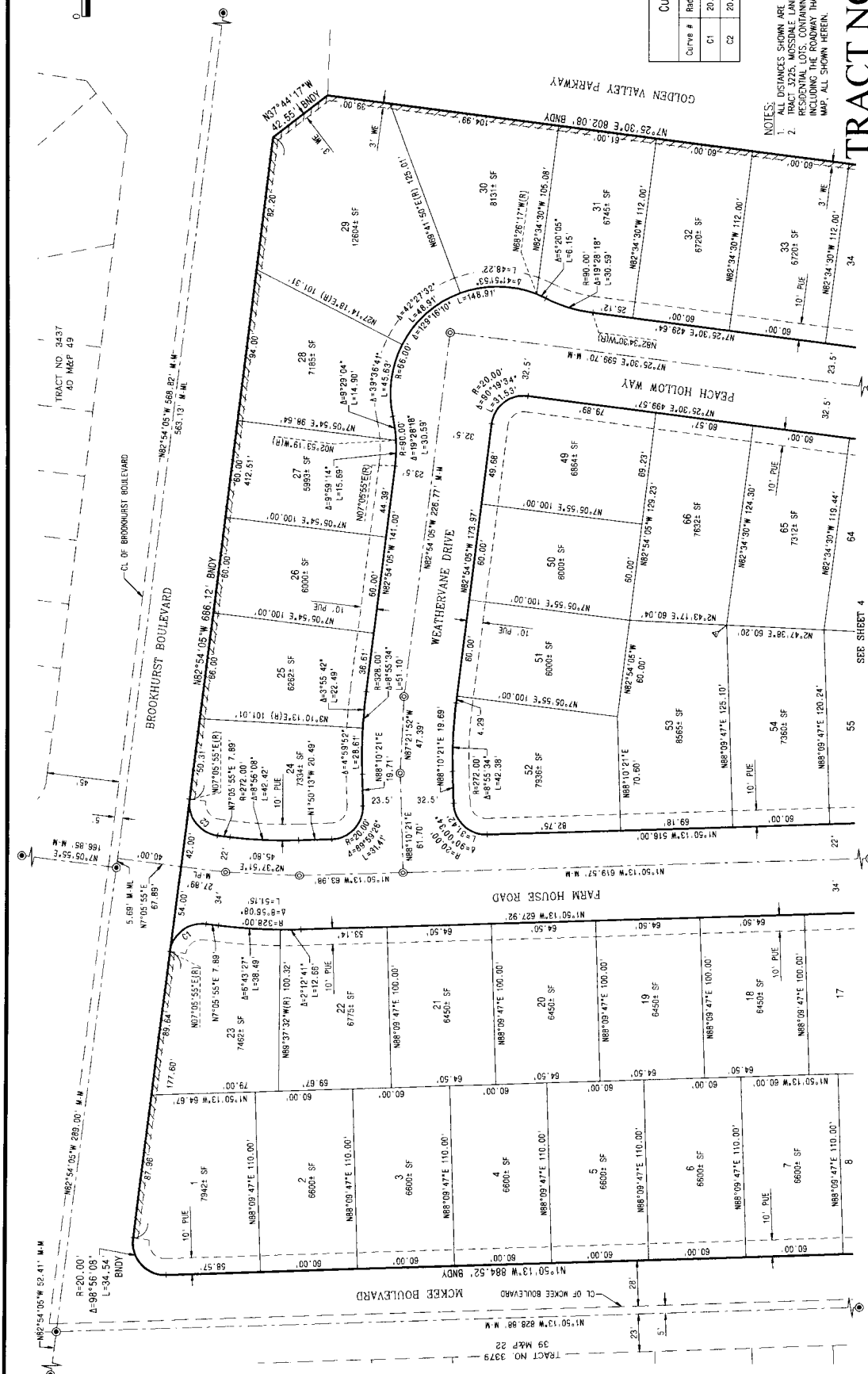
FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_  
MAPS AND PLATS, AT PAGE \_\_\_\_\_ AT THE REQUEST OF \_\_\_\_\_  
FEE: \$ \_\_\_\_\_

BY: \_\_\_\_\_  
STEVE J. BESTIOLARIDES - COUNTY CLERK  
SAN JOAQUIN COUNTY, CALIFORNIA  
SHEET 1 OF 4





0 20 40 80  
SCALE: 1"=40'



Curve #	Radius	Delta	Length
C1	20.00'	80°00'00"	31.42'
C2	20.00'	80°00'00"	31.42'

NOTES:  
1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.  
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# TRACT NO. 3225

SUBDIVISIONS OF SAN JOAQUIN COUNTY  
MISSDALE LANDING - NEIGHBORHOOD 12

SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 34,  
TOWNSHIP 2 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE & MERIDIAN  
CITY OF LATHROP

**Mackay & Somp's**  
ENGINEERS, PLANNERS & SURVEYORS  
1000 BANKERS BUILDING  
PLEASANTON, CA 94588 (925) 325-0680  
APRIL 2024

25225-RES

SHEET 3 OF 4

BASES OF BEARINGS:  
THE BEARING NORTH 01°50'30" WEST BETWEEN THE FOUND  
MONUMENTS ON MCKEE BOULEVARD AS SHOWN ON TRACT 3379,  
TRACT NO. 3225, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN  
HEREON.

REFERENCES:  
(R-1) TRACT NO. 3379, MAPS & PLATS BK 39, PG. 22, S.J.C.R.  
(R-2) DOC NO. 2003-292238, S.J.C.R.  
(R-3) DOC NO. 2003-292239, S.J.C.R.  
(R-4) TRACT NO. 3437, MAPS & PLATS BK 40, PG. 49, S.J.C.R.

INDICATES SHEET NUMBER

SET 2 1/2" BRASS DISK STAMPED: 1S 8817 IN  
MONUMENT BOX PER CITY OF LATHROP STANDARDS

LEGEND  
--- DISTINCTIVE BORDER  
--- RIGHT OF WAY LINE  
--- LOT LINE/MARCEL LINE  
--- SECTION LINE  
--- EXISTING PROPERTY LINE  
--- EASEMENT LINE  
--- MONUMENT LINE  
--- REDUNDANT OF ABUTTER'S RIGHTS  
--- FOUND 2 1/2" BRASS DISK IN CONCRETE  
--- MONUMENT BOX UNLESS OTHERWISE NOTED



## 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 Subdivision 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)  
06/20/2024

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).**

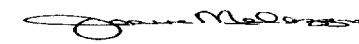
<b>PRODUCER</b> Marsh USA LLC 30 South 17th Street Philadelphia, PA 19103 Attn: philadelphia.certs@marsh.com or 212-948-0360  CN101314853--GAW-23-25      West      NCA	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire &amp; Marine Insurance Co</td> <td>20079</td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C : Liberty Mutual Insurance Corporation</td> <td>23043</td> </tr> <tr> <td>INSURER D : The First Liberty Insurance Corporation</td> <td>33588</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire & Marine Insurance Co	20079	INSURER B : N/A	N/A	INSURER C : Liberty Mutual Insurance Corporation	23043	INSURER D : The First Liberty Insurance Corporation	33588	INSURER E :		INSURER F :
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INSURER D : The First Liberty Insurance Corporation	33588														
INSURER E :															
INSURER F :															

**COVERAGES**      **CERTIFICATE NUMBER:** CLE-007228554-01      **REVISION NUMBER:** 3

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 SUBR INSD 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 checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$250,000 PREM-OPS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		42-HBL-331833-01	10/31/2023	10/31/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" 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		AS5-621-095402-023	10/31/2023	10/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
D	<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	WC6-621-095402-013 (AOS)	10/31/2023	10/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Mariposa project in Lathrop, CA - 66 residential lot subdivision - Approval of improvement plans & final map and recordation of final map to begin construction.  
 City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents are included as additional insured (except for workers' compensation) where required by written contract, provided such contract was executed prior to the date of loss.  
 The General Liability insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

<b>CERTIFICATE HOLDER</b> City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330	<b>CANCELLATION</b> 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 of Marsh USA LLC 
---	---



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh USA LLC		<b>NAMED INSURED</b> K. Hovnarian Homes Northern California, Inc. 3721 Douglas Blvd., Suite 150 Roseville, CA 95661	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25      FORM TITLE: Certificate of Liability Insurance**

The policies referenced on this certificate may be subject to retained limits, self-insured retentions or deductibles.



**ENDORSEMENT**

This endorsement, effective 12:01 AM: **10/31/2023**  
Forms a part of Policy No.: **42-HBL-331833-01**  
Issued to: **Hovnanian Enterprises, Inc.**  
By: **National Fire & Marine Insurance Company**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY POLICY  
PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY  
HOMEBUILDER LIABILITY INSURANCE POLICY**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
Any such person or organization but only to the extent required by a written contract executed prior to the "occurrence" or offense.	N/A
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
- 1. Your acts or omissions; or**
  - 2. The acts or omissions of those acting on your behalf;**

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.



Berkshire Hathaway  
Specialty Insurance

**ENDORSEMENT**

This endorsement, effective 12:01 AM: **10/31/2023**  
 Forms a part of Policy No.: **42-HBL-331833-01**  
 Issued to: **Hovnanian Enterprises, Inc.**  
 By: **National Fire & Marine Insurance Company**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
 CONTRACTORS – COMPLETED OPERATIONS  
 THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY POLICY  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY  
 HOMEBUILDER LIABILITY INSURANCE POLICY**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Any such person or organization but only to the extent required by a written contract executed prior to the "occurrence" or offense.	
<b>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</b>	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1. Required by the contract or agreement; or**

**2. Available under the applicable Limits of Insurance shown in the Declarations;**  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

**EXHIBIT C**

**TOTAL IMPROVEMENT ESTIMATE**

**BOND ESTIMATE**  
**MOSSDALE LANDING, NEIGHBORHOOD 12**  
**TRACT 3225**  
**LATHROP, CALIFORNIA**

Based on Unapproved 1st Submittal Improvement and Grading  
Plans prepared by MacKay & Somsps dated May 2024

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
<b><u>A. GRADING AND STREETWORK</u></b>					
1.	50,278	YDS	Rough grading	4.00	\$201,110
2.	24,142	CY	Import (in-tract)	10.00	\$241,420
2.	132,788	SF	Finish grade street	0.25	\$33,200
3.	64,648	SF	Structural Section (4" AC, 4"AB, 12" LTB)	4.00	\$258,590
4.	1	LS	Signing and Striping	25,000.00	\$25,000
5.	8	EA	Survey Monuments	800.00	\$6,400
6.	927	LF	9' Community Wall	175.00	\$162,230
7.	577	LF	6' Community Wall	150.00	\$86,550
<b>ESTIMATED TOTAL GRADING AND STREETWORK:</b>					<b>\$1,014,500</b>
<b><u>B. CONCRETE WORK</u></b>					
1.	5,043	LF	6" Standard curb and gutter	16.00	\$80,690
2.	26,374	SF	6" Sidewalk	5.00	\$131,870
3.	8	EA	Curb Return and Handicap Ramp	2,500.00	\$20,000
4.	66	EA	Driveways	725.00	\$47,850
<b>ESTIMATED TOTAL CONCRETE WORK:</b>					<b>\$280,410</b>
<b><u>C. SANITARY SEWER WORK</u></b>					
1.	11	EA	Manholes including reset to finish grade and vacuum test	6,000.00	\$66,000
2.	2,162	LF	8" Pipe including backfill	32.00	\$69,180
3.	54	EA	4" Laterals w/ cleanouts	1,000.00	\$54,000
4.	1	EA	Connect to Existing	1,500.00	\$1,500
5.	2,162	LF	Dewatering (Wells/Pumps/Pipes)	88.50	\$191,340
<b>ESTIMATED TOTAL SANITARY SEWER WORK:</b>					<b>\$382,020</b>
<b><u>D. STORM DRAIN WORK</u></b>					
1.	3	EA	Storm Drain Manhole including reset to finish grade	3,200.00	\$9,600
2.	231	LF	15" Polypropylene (Type S) Storm drain pipe	65.75	\$15,190
3.	1,571	LF	18" Polypropylene (Type S) Storm drain pipe	66.00	\$103,690
4.	9	LF	30" Polypropylene (Type S) Storm drain pipe	105.00	\$950
5.	18	EA	Curb inlet	3,800.00	\$68,400
6.	1	EA	Connect to Existing	1,500.00	\$1,500
7.	1	LS	Erosion/Water Pollution Control	25,000.00	\$25,000
<b>ESTIMATED TOTAL STORM DRAIN WORK:</b>					<b>\$224,330</b>

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
<b><u>E. WATER SYSTEM WORK</u></b>					
1.	2,169	LF	8" Potable Water Main including fittings	30.00	\$65,070
2.	6	EA	Fire hydrant assembly	5,500.00	\$33,000
3.	54	EA	1" Services	1,200.00	\$64,800
4.	66	EA	Meter boxes	100.00	\$6,600
5.	2	EA	Remove flange & connect	1,500.00	\$3,000
6.	8	EA	8" Butterfly Valves	800.00	\$6,400
7.	1	EA	Water Sampling Station	2,500.00	\$2,500
<b>ESTIMATED TOTAL WATER SYSTEM WORK:</b>					<b>\$181,370</b>

<b><u>F. DEMO OF EXISTING RECYCLED WATER BASIN AND WITHIN RIGHT-OF-WAY</u></b>					
1.	1	LS	Demo for Basin A Only	566,366.00	\$566,370
2.	1	LS	Demo including pavement removal within the Right-of-Way	5,000.00	\$5,000
<b>ESTIMATED TOTAL DEMO WORK:</b>					<b>\$571,370</b>

<b><u>G. MISCELLANEOUS CONSTRUCTION</u></b>					
1.	2,277	LF	Joint Trench	60.00	\$136,620
2.	16	EA	Streetlights	3,500.00	\$56,000
3.	27,830	SF	Landscape and Irrigation	10.00	\$278,300
<b>ESTIMATED TOTAL MISCELLANEOUS CONSTRUCTION:</b>					<b>\$470,920</b>

**SUMMARY**

A	GRADING AND STREETWORK	\$1,014,500
B	CONCRETE WORK	\$280,410
C	SANITARY SEWER WORK	\$382,020
D	STORM DRAIN WORK	\$224,330
E	WATER SYSTEM WORK	\$181,370
F	DEMO WORK	\$571,370
G	MISCELLANEOUS CONSTRUCTION	\$470,920

<b>TOTAL CONSTRUCTION COST:</b>	<b>\$3,124,920</b>
<b>10% CONTINGENCY:</b>	<b>\$312,492</b>
<b>TOTAL COST:</b>	<b>\$3,437,412</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.
6. Joint trench not included.

Prepared by the firm of  
**MACKAY & SOMPS**

**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF FINAL MAP  
(FINAL MAP 3225)**

July 8, 2024

**Via Email**

Jules Fulop  
First American Title Company  
4750 Willow Rd., Suite 275  
Pleasanton, CA 94588  
Email: jfulop@firstam.com

**Re: Recordation of Final Map 3225; Escrow #xxxxxx**

Dear Jules:

This letter constitutes the joint escrow instructions ("*Escrow Instructions*") of K. Hovnanian Homes Northern California, Inc., a California Corporation ("*KHOV*") and the City of Lathrop ("*City*") in connection with the above-referenced escrow ("*Escrow*"). The Escrow was opened in connection with recordation of the above-referenced final map ("*Final Map*"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "*Transaction*." First American Title Company is referred to as "you" or "*FATCO*."

**A. Date for Closing**

The Final Map will be recorded at the time designated by KHOV as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 31, 2024, at the time designated in writing by KHOV, subject to satisfaction of the conditions set forth below ("*Closing*"). If the Final Map has not been recorded by December 31, 2024, FATCO will return the Final Map to the City.

**B. Documents to be Delivered and Recordation Documents**

In connection with the Transaction, you have in your possession or will receive the following documents from City and KHOV for recordation in the Official Records of San Joaquin County, California ("*Official Records*").

- B.1. One original Final Map for Tract 3225, executed and acknowledged by the City and KHOV (provided to FATCO by City).

The document listed in Item B.1, above is referred to as the "*Recordation Documents*." The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.



**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF FINAL MAP  
(FINAL MAP 3225)**

**C. Funds and Settlement Statement**

You also have received, or will receive from KHOV, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both KHOV and City ("**Settlement Statement**"): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of KHOV.

- Funds to be wire transferred directly to the City, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows:
  1. The amount of **\$215,259**, payable to the City pursuant to that certain Subdivision Improvement Agreement (referred to as "**SIA**") for the Golden Valley Parkway & Brookhurst Boulevard traffic signal, is to be transferred to the City upon recordation of the Final Map.
  2. The amount of **\$563,021.84**, payable to the City pursuant to that certain SIA for the Golden Valley Parkway reimbursement, is to be transferred to the City upon recordation of Final Map.

The City's wire instructions are set forth below. The amounts set forth in Section C are referred to as the "**Closing Funds**."

**D. Closing Requirements**

When the following has occurred, you are authorized to close the Escrow at the time and in accordance with the process set forth below:

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Robert Sprague (RSprague@KHOV.COM), (b) Ethan Meltzer (EMeltzer@KHOV.COM ), (c) John Baayoun (JBaayoun@KHOV.COM), (d) Brad Taylor (btaylor@ci.lathrop.ca.us), (e) Salvador Navarrete (snavarrete@ci.lathrop.ca.us), (f) Sandra Lewis (slewis@ci.lathrop.ca.us), (g) Bellal Nabizadah (bnabizadah@ci.lathrop.ca.us), (h) Monica Garcia (mgarcia@ci.lathrop.ca.us), (i) Teresa Vargas (tvargas@ci.lathrop.ca.us), and (j) Sarah Pimentel (spimentel@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Robert Sprague and Brad Taylor that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

D.3. The Recordation Documents have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.4. You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF FINAL MAP  
(FINAL MAP 3225)**

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of FATCO with authority to bind FATCO, by email transmission to Robert Sprague and Brad Taylor at the email addresses set forth above; and

D.6. You have received confirmation (by email or other writing) from Robert Sprague and Brad Taylor to record the Recordation Documents and complete the Transaction.

**E. Closing Process and Priorities**

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

E.1. Date the Recordation Documents to be recorded;

E.2. Record the Recordation Documents in the Official Records;

E.3. Pay the costs associated with the Transaction;

E.4. Refund any funds delivered to you by KHOV that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

K. Hovnanian Homes Northern California, Inc  
3721 Douglas Boulevard, Suite 150  
Roseville, CA 95661  
Attn: Robert Sprague

E.5. Notify (a) Robert Sprague (RSprague@KHOV.COM), (b) Ethan Meltzer (EMeltzer@KHOV.COM), (c) John Baayoun (JBaayoun@KHOV.COM), (d) Brad Taylor (btaylor@ci.lathrop.ca.us), (e) Salvador Navarrete (snavarrete@ci.lathrop.ca.us), (f) Sandra Lewis (slewis@ci.lathrop.ca.us), (g) Bellal Nabizadah (bnabizadah@ci.lathrop.ca.us), (h) Monica Garcia (mgarcia@ci.lathrop.ca.us), (i) Teresa Vargas (tvargas@ci.lathrop.ca.us), and (j) Sarah Pimentel (spimentel@ci.lathrop.ca.us), of the completion of the Transaction;

E.6. Within five (5) business days after the Recordation Date, deliver to: (1) Robert Sprague, K. Hovnanian Homes Northern California, Inc, 3721 Douglas Boulevard, Suite 150, Roseville, CA 95661; and (2) Brad Taylor, City Engineer, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

(A) a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and

(B) a certified copy of the final Settlement Statement.

**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF FINAL MAP  
(FINAL MAP 3225)**

**F. Additional Instructions**

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts.

Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions, by executing and dating a copy of these Escrow Instructions below and returning it to both of the undersigned.

The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Very truly yours,

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

\_\_\_\_\_  
John Baayoun                      Date  
Division President  
K. Hovnanian Homes Northern California, Inc.

**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF FINAL MAP  
(FINAL MAP 3225)**

ESCROW INSTRUCTIONS

ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from KHOV and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of FATCO, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to KHOV and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of FATCO.

First American Title Company

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

Its: \_\_\_\_\_

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

## ITEM 4.10

### CITY MANAGER'S REPORT JULY 8, 2024 CITY COUNCIL REGULAR MEETING

**ITEM:** **ACCEPT PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITIONS FOR EP NO. 2023-102 LOCATED ON GOLDEN VALLEY PARKWAY BETWEEN RIVER ISLANDS PARKWAY AND SPARTAN WAY FROM LATHROP LAND ACQUISITION, LLC, APPROVE BUDGET AMENDMENT, RESCIND PREVIOUS APPROVAL OF CHANGE ORDER, AND APPROVE CHANGE ORDER NO. 33 FOR LANDSCAPE MAINTENANCE WITH DAVID SILVA, DBA SILVA LANDSCAPE**

**RECOMMENDATION:** **Adopt Resolution Accepting Public Improvements with Associated Conditions for Encroachment Permit No. 2023-102 Located on Golden Valley Parkway Between River Islands Parkway and Spartan Way, from Lathrop Land Acquisition, LLC, Approving Budget Amendment, Rescinding Previous Approval of Change Order, and Approving Change Order No. 33 for Landscape Maintenance with David Silva, dba Silva Landscape**

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#### **SUMMARY:**

Lathrop Land Acquisition, LLC (Saybrook), the developer for the Central Lathrop Specific Plan (CLSP), has substantially completed the public improvements associated with Encroachment Permit No 2023-102 (EP 23-102) in accordance with the Offsite Improvement Agreement (OIA) for Parcel Map 22-09 (PM 22-09), dated March 13, 2023. A Vicinity Map of the improvements is included in Attachment "B". Staff has inspected the improvements and they have been deemed substantially complete and in accordance with the approved plans and specifications by the City Engineer with the exception noted below.

Due to delays associated with Pacific Gas & Electric (PG&E), an electrical connection for the irrigation controller has not yet been established. Therefore, staff recommends Council accept the public improvements contingent on the completion of the electrical connections. The approximate value of the public improvements constructed is \$1,643,720, as shown in the GASB 34 Report included as Attachment "C". Saybrook provided a one-year warranty bond based on 10% of the construction costs, as well as lien releases for the improvements offered for acceptance.

On October 9, 2023, City Council approved Change Order No. 32 with Silva Landscape for landscape maintenance. This change order has not been executed and an error was found during review by staff.

**JULY 8, 2024 CITY COUNCIL REGULAR MEETING****ACCEPT PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITIONS FOR EP NO. 2023-102 LOCATED ON GOLDEN VALLEY PARKWAY BETWEEN RIVER ISLANDS PARKWAY AND SPARTAN WAY FROM LATHROP LAND ACQUISITION, LLC, APPROVE BUDGET AMENDMENT, RESCIND PREVIOUS APPROVAL OF CHANGE ORDER, AND APPROVE CHANGE ORDER NO. 33 FOR LANDSCAPE MAINTENANCE**

Therefore, staff requests City Council rescind the October 9, 2023 approval of Change Order No. 32 and approve Change Order No. 33 with the additional scope of work associated with this acceptance.

Staff requests City Council conditionally accept the public improvements associated with the EP 23-102, approve a budget amendment associated with landscape maintenance, rescind previous approval of the October 9, 2023 change order, and approve Change Order No. 33 with Silva Landscape.

**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.

On March 13, 2023, City Council approved PM 22-09, establishing one commercial lot and one residential/mixed use lot. As required by the City's subdivision ordinance, the approved PM 22-09 included an OIA to guarantee specific public improvements that includes the landscape improvements along northbound Golden Valley Parkway (GVP). The work was completed under EP 23-102.

Due to delays associated with Pacific Gas & Electric (PG&E), an electrical connection for the irrigation controller has not yet been established. Therefore, staff recommends Council accept the public improvements contingent on the completion of the electrical connections. Council acceptance of improvements with a condition of completion will accelerate the construction of the commercial area in the CLSP by allowing Saybrook to sell the land to developers quickly.

To guarantee the completion of the unfinished improvements associated with PG&E, Performance Bond No. PB01987300010 in the sum of \$2,774,965.00 and Labor & Materials No. PB01987300010 in the sum of \$1,387,482.50 will remain in place until the PG&E work is inspected by staff and deemed complete by the City Engineer. Upon completion the bonds will be released, and maintenance will begin.

Saybrook has also provided a one-year warranty bond (070220410M) in the sum of \$160,325.35, based on 10% of the construction cost, as well as developer lien releases and contractor lien releases.

On October 9, 2023, City Council approved Change Order No. 32 with Silva Landscape for landscape maintenance. This change order has not been executed and an error was found during review by staff.

**JULY 8, 2024 CITY COUNCIL REGULAR MEETING**

**ACCEPT PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITIONS FOR EP NO. 2023-102 LOCATED ON GOLDEN VALLEY PARKWAY BETWEEN RIVER ISLANDS PARKWAY AND SPARTAN WAY FROM LATHROP LAND ACQUISITION, LLC, APPROVE BUDGET AMENDMENT, RESCIND PREVIOUS APPROVAL OF CHANGE ORDER, AND APPROVE CHANGE ORDER NO. 33 FOR LANDSCAPE MAINTENANCE**

Therefore, staff requests City Council rescind the October 9, 2023 approval of Change Order No. 32 and approve Change Order No. 33 with the additional scope of work associated with this acceptance.

**REASON FOR RECOMMENDATION:**

Construction of the public improvements associated with EP 23-102 is substantially complete and have been inspected by City staff to ensure conformance with the approved plans, excluding the electrical connection. Saybrook has submitted lien releases, a one-year warranty bond, and as-built drawings, for the improvements being accepted.

To avoid delay in acceptance of public improvements due to PG&E, staff requests Council accept the completed public improvements contingent on the completion of the electrical connections. If accepted as proposed, the developer will notify staff when PG&E connections are completed and City staff will confirm when the remaining improvements have been completed and will subsequently release the performance and labor and materials bond.

**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 \$1,643,720 expended on public improvements, 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 was planned for gradual development. However, with the rate of development staff is asking for a budget amendment to cover the cost of maintenance for the improvements proposed to be accepted as follows:

**Fiscal Year 2024-2025**

Increase Appropriation (Trees & Landscaping)

2680-50-55-420-27-00                      \$19,800

Staff is requesting City Council adopt resolution approving Contract Change Order (CCO) No. 33 with Dave Silva, dba Silva Landscape included as Attachment “D” for maintenance service as outlined above.

**JULY 8, 2024 CITY COUNCIL REGULAR MEETING**

**ACCEPT PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITIONS FOR EP NO. 2023-102 LOCATED ON GOLDEN VALLEY PARKWAY BETWEEN RIVER ISLANDS PARKWAY AND SPARTAN WAY FROM LATHROP LAND ACQUISITION, LLC, APPROVE BUDGET AMENDMENT, RESCIND PREVIOUS APPROVAL OF CHANGE ORDER, AND APPROVE CHANGE ORDER NO. 33 FOR LANDSCAPE MAINTENANCE**

**ATTACHMENTS:**

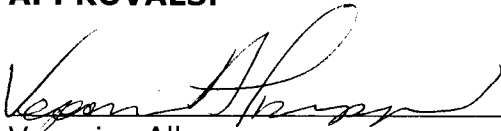
- A. Adopt Resolution Accepting Public Improvements with Associated Conditions for Encroachment Permit No. 2023-102 Located on Golden Valley Parkway between River Islands Parkway and Spartan Way, from Lathrop Land Acquisition, LLC, Approving Budget Amendment, Rescinding Previous Approval Of Change Order, and Approving Change Order No. 33 For Landscape Maintenance
- B. Vicinity Map
- C. GASB 34 Report – Golden Valley Parkway
- D. Contract Change Order No. 33 with Dave Silva dba Silva Landscape



JULY 8, 2024 CITY COUNCIL REGULAR MEETING

ACCEPT PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITIONS FOR EP NO. 2023-102 LOCATED ON GOLDEN VALLEY PARKWAY BETWEEN RIVER ISLANDS PARKWAY AND SPARTAN WAY FROM LATHROP LAND ACQUISITION, LLC, APPROVE BUDGET AMENDMENT, RESCIND PREVIOUS APPROVAL OF CHANGE ORDER, AND APPROVE CHANGE ORDER NO. 33 FOR LANDSCAPE MAINTENANCE

APPROVALS:



Veronica Albarran  
Junior Engineer

06/27/2024  
Date



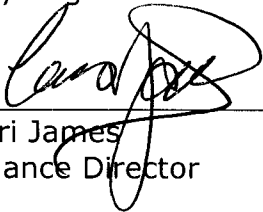
Ken Reed  
Senior Construction Manager

6-27-24  
Date



Brad Taylor  
City Engineer

6/27/2024  
Date



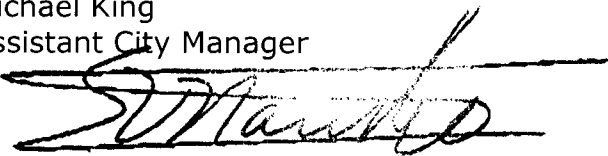
Cari James  
Finance Director

7/1/2024  
Date



Michael King  
Assistant City Manager

6.28.2024  
Date



Salvador Navarrete  
City Attorney

7/1/2024  
Date



Stephen J. Salvatore  
City Manager

7.2.24  
Date

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITIONS FOR ENCROACHMENT PERMIT NO. 2023-102 LOCATED ON GOLDEN VALLEY PARKWAY BETWEEN RIVER ISLANDS PARKWAY AND SPARTAN WAY, FROM LATHROP LAND ACQUISITION, LLC, APPROVING BUDGET AMENDMENT, RESCINDING PREVIOUS APPROVAL OF CHANGE ORDER, AND APPROVING CHANGE ORDER NO. 33 FOR LANDSCAPE MAINTENANCE WITH DAVID SILVA, DBA SILVA LANDSCAPE**

**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; and

**WHEREAS**, on March 13, 2023, City Council approved Parcel Map 22-09 (PM 22-09), establishing one commercial lot and one residential/mixed use lot. As required by the City's subdivision ordinance, the approved PM 22-09 included an Offsite Improvement Agreement (OIA) to guarantee specific public improvements that includes the landscape improvements along northbound Golden Valley Parkway (GVP). The work was completed under Encroachment Permit No 2023-102 (EP 23-102); and

**WHEREAS**, due to delays with Pacific Gas & Electric (PG&E) for the electrical connections, some portions of the construction are not complete. Therefore, staff recommends Council accept the public improvements contingent on the completion of the electrical connections; and

**WHEREAS**, Council acceptance of improvements conditioned on completion will accelerate the construction of the commercial area in the Central Lathrop Specific Plan by allowing Lathrop Land Acquisition, LLC (Saybrook) to sell the land to developers quickly; and

**WHEREAS**, to guarantee the completion of the unfinished improvements associated with PG&E, Performance Bond No. PB01987300010 in the sum of \$2,774,965.00 and Labor & Materials No. PB01987300010 in the sum of \$1,387,482.50 will remain in place until the PG&E work is inspected by staff and deemed complete by the City Engineer. Upon completion the bonds will be released, and maintenance will begin; and

**WHEREAS**, construction of the public improvements associated with EP 23-102 is substantially complete excluding the electrical connection and have been inspected by City staff to ensure conformance with the approved plans and City specification; and

**WHEREAS**, Saybrook has submitted lien releases, a one-year warranty bond, and as-built drawings, for the improvements being accepted; and

**WHEREAS**, 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; and

**WHEREAS**, On October 9, 2023, City Council approved Change Order No. 32 with Silva Landscape for landscape maintenance. This change order has not been executed and an error was found during review by staff; and

**WHEREAS**, staff requests City Council rescind the October 9, 2023 approval of Change Order No. 32 and approve Change Order No. 33 with the additional scope of work associated with this acceptance; and

**WHEREAS**, 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 \$1,643,720 expended on public improvements, and the City's maintenance costs will increase because of the additional improvements that have to be maintained; and

**WHEREAS**, the initial budget for CFD 2019-02 for the Central Lathrop Specific Plan (CLSP) was planned for gradual development. However, with the rate of development and rise in inflation, staff requests approval of a budget amendment to cover the cost of maintenance for the improvements proposed to be accepted; and

**WHEREAS**, staff is requesting Council to approve a budget amendment as follows:

**Fiscal Year 2024-2025**

Increase Appropriation (Trees & Landscaping)

2680-50-55-420-27-00	\$19,800
----------------------	----------

; and

**WHEREAS**, staff is requesting City Council adopt resolution approving Contract Change Order (CCO) No. 33 with Dave Silva, dba Silva Landscape included as Attachment "D" of the City Manager's Report that accompanied this Resolution for maintenance service as outlined above.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby conditionally accept the completed public improvements from Lathrop Land Acquisition, LLC associated with EP 23-102 and OIA for PM 22-09, listed in the GASB 34 Report included in Attachment "C" of the City Manager's Report that accompanies this Resolution, contingent on the completion of the electrical connection to City specification and confirmation of the same by the City Engineer; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop does hereby approve the budget amendment as detailed above; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop does hereby rescind previous approval of Contract Change Order with David Silva from the October 9, 2023 Council Meeting; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop does hereby approve Contract Change Order No. 33 with David Silva, dba Silva Landscape included as Attachment "D" of the City Manager's Report that accompanies this Resolution for maintenance services.

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 8<sup>th</sup> day of July 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

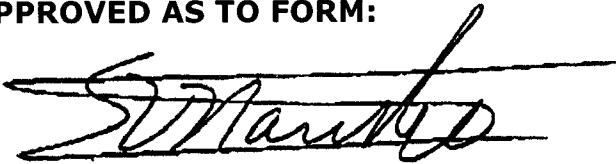
ABSENT:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



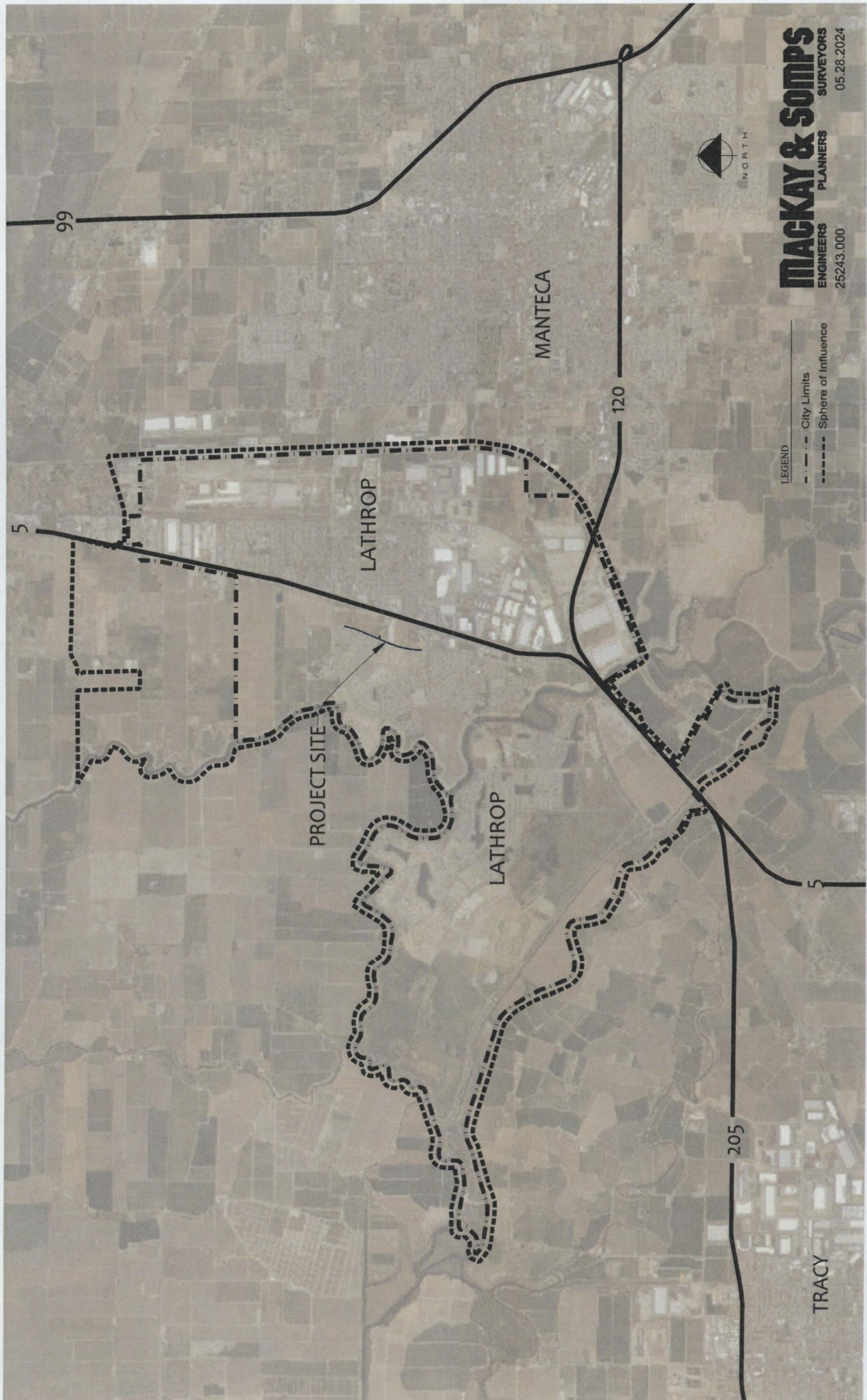
CENTRAL LATHROP SPECIFIC PLAN - GOLDEN VALLEY PARKWAY VICINITY MAP



**MACKAY & SOMPS**  
 ENGINEERS PLANNERS SURVEYORS  
 25243.000 05.28.2024



CENTRAL LATHROP SPECIFIC PLAN - GOLDEN VALLEY PARKWAY REGIONAL MAP





City of Lathrop  
Project Acceptance  
(GASB 34 Report)

Submitted By: MacKay & Soms - Jeff Matson

Date: 06/05/2024

Project: CLSP - Commercial Frontage - Golden Valley Parkway Public Landscaping (East side)  
Address: East Side of Golden Valley Parkway along the commercial frontage parcels

SOFT COSTS		<u>Unit Price</u>	<u>Amount</u>
1	Landscape Design (Gates)	\$1.00	\$40,466.70
		<b>Subtotal:</b>	<b>\$40,466.70</b>

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
		LS	1	1,603,253.50	1,603,253.50
<b>A</b>	<b>Landscape</b>				
1	Landscape	LS	1		
2	Root Barriers	LF	1890		
3	Stabilized Decomposed Granite	SF	2476		
4	Irrigation	LS	1		
5	Irrigation Audit	EA	1		
6	Recycled Water Meter	EA	1		
7	90 day maintenance	Month	3		
<b>F</b>	<b>Miscellaneous</b>				
1	Phase 1 and Phase 2 Grading	LS	1		
2	Phase 1 AB Base for DG Paving	SF	2089		
3	Phase 1 6" Mow Strip	LF	2152		
4	Phase 1 Irrigation Sleeves 2 ea x 6"	EA	3		
5	Phase 2 AB Base for DG Paving	SF	2089		
6	Phase 2 6" Mow Strip	LF	2152		
7	Phase 2 Irrigation Sleeves 2 ea x 6"	EA	3		
				<b>Subtotal:</b>	<b>\$1,603,253.50</b>

**Hard Cost Subtotal \$1,603,253.50**  
**Softcost Total \$40,466.70**

**Total \$1,643,720.20**



CHANGE ORDER NO. 33

Monthly Fee –

Landscape Maintenance for East Side GVP Landscaping and CLSP 1D Park

City of Lathrop

**CONTRACT CHANGE ORDER NO. 33**

**MONTHLY FEE – Landscape Maintenance for Saybrook Offsites and CLSP 1D Park**

**Contractor:** David Silva DBA Silva Landscape

**Address:** PO Box 607  
Patterson, CA 95363

**Change Order Date** July 08, 2024

**Contract Execution Date:** September 1, 2017

**Notice to Proceed Date:** August 29, 2017

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 **David Silva DBA Silva Landscape** dated **September 1, 2017**.

I. **CHANGES IN THE SPECIFICATIONS**

A. None

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

Monthly Fee – Landscape Maintenance for East side GVP Landscaping	\$1,650/mo.
Monthly Fee – CLSP Phase 1D Park	\$2,800/mo.
<b>MONTHLY FEE COST FROM CHANGE ORDER NO. 33 (MONTHLY FEE)</b>	<b>\$4,450/mo.</b>

<b>ORIGINAL CONTRACT AMOUNT (MONTHLY FEE)</b>	<b>\$57,214.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 1 (MONTHLY FEE)</b>	<b>\$13,900.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 5 (MONTHLY FEE)</b>	<b>\$985.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 8 (MONTHLY FEE)</b>	<b>\$1,850.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 11 (MONTHLY FEE)</b>	<b>\$425.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 14 (MONTHLY FEE)</b>	<b>\$3,500.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 15 (MONTHLY FEE)</b>	<b>\$8,500.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 23 (MONTHLY FEE)</b>	<b>\$465.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 25 (MONTHLY FEE)</b>	<b>\$250.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 26 (MONTHLY FEE)</b>	<b>\$825.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 27 (MONTHLY FEE)</b>	<b>\$625.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 28 (MONTHLY FEE)</b>	<b>\$675.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 29 (MONTHLY FEE)</b>	<b>\$450.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 30 (MONTHLY FEE)</b>	<b>\$3,725.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 31 (MONTHLY FEE)</b>	<b>\$9,500.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 32 (MONTHLY FEE)</b>	<b>\$1,200.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 33 (MONTHLY FEE)</b>	<b>\$4,450.00</b>

**CHANGE ORDER NO. 33**

Monthly Fee –

Landscape Maintenance for East Side GVP Landscaping and CLSP 1D Park

City of Lathrop

<b>TOTAL REVISED MONTHLY CONTRACT AMOUNT</b>	<b>\$108,539.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 2 (ONE TIME FEE)</b>	<b>\$14,989.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 3 (ONE TIME FEE)</b>	<b>\$22,800.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 4 (ONE TIME FEE)</b>	<b>\$3,200.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 6 (ONE TIME FEE)</b>	<b>\$11,400.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 7 (ONE TIME FEE)</b>	<b>\$1,780.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 9 (ONE TIME FEE)</b>	<b>\$2,200.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 10 (ONE TIME FEE)</b>	<b>\$950.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 12 (ONE TIME FEE)</b>	<b>\$3,800.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 13 (ONE TIME FEE)</b>	<b>\$925.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 16 (ONE TIME FEE)</b>	<b>\$1,200.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 17 (ONE TIME FEE)</b>	<b>\$2,400.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 18 (ONE TIME FEE)</b>	<b>\$1,650.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 19 (ONE TIME FEE)</b>	<b>\$2,400.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 20 (ONE TIME FEE)</b>	<b>\$2,200.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 21 (ONE TIME FEE)</b>	<b>\$1,300.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 22 (ONE TIME FEE)</b>	<b>\$1,200.00</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 24 (ONE TIME FEE)</b>	<b>\$4,500.00</b>
<b>TOTAL ONE-TIME ADDITIONS TO CONTRACT AMOUNT</b>	<b>\$78,900.00</b>

(END OF CHANGES)

**DESCRIPTION OF WORK**

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

**TIME OF COMPLETION**

The work is to begin as soon as Notice to Proceed is received. To run throughout the duration of the 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. 33. 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. 33

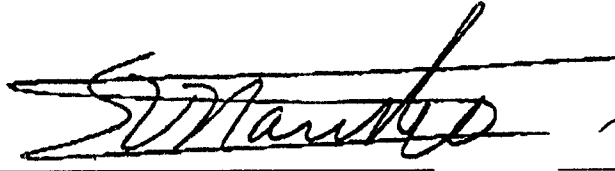
Monthly Fee –

Landscape Maintenance for East Side GVP Landscaping and CLSP 1D Park

City of Lathrop

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Approved As  
To Form:



7/11/2024

Salvador Navarrete  
City Attorney  
City of Lathrop

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:

David Silva dba Silva Landscape

Date

Print Name and Title



**Silva Landscape**  
Po Box 607  
Patterson, CA 95363 US  
(925) 413-3192  
david.silvalandscape@gmail.com

# Estimate

**ADDRESS**

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

**ESTIMATE # 2046**  
**DATE 09/15/2023**

**AREA**

D-1 Park (in CLSP)

SERVICES	AMOUNT
Monthly Maintenance to follow City of Lathrop specs	2,800.00

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Approved by \_\_\_\_\_ **TOTAL** **\$2,800.00**

Accepted By

Accepted Date



Silva Landscape  
 PO Box 607  
 Patterson, CA 95363  
 925-413-3192  
 david.silvalandscape@gmail.com

**ADDRESS**

City of Lathrop  
 390 Towne Centre Drive  
 Lathrop  
 CA  
 95330

**ESTIMATE # 2067**

**DATE 06/25/2024**

AREA	RATE	AMOUNT
Monthly Maintenance	1,650.00	1,650.00
Golden Valley Parkway Streetscape East side - between Chevron and Lathrop Road		

Thank you for your business.

**TOTAL**

**\$1,650.00**

Accepted By

Accepted Date

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## ITEM 4.11

### CITY MANAGER'S REPORT JULY 8, 2024 CITY COUNCIL REGULAR MEETING

**ITEM:**                               **ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY KNIFE RIVER FOR LATHROP ROAD PAVEMENT REPAIR, CIP PS 24-35**

**RECOMMENDATION:**   **Adopt Resolution Accepting Public Improvements Constructed by Knife River for Lathrop Road Pavement Repair, CIP PS 24-35, Authorizing the Filing of a Notice of Completion, the Release of Contract Retention, and the Release of Performance and Payment Bonds**

---

#### **SUMMARY:**

On May 13, 2024, City Council created Capital Improvement Project (CIP) PS 24-35 for Lathrop Road Pavement Repair (Project) to reconstruct damaged pavement on the eastbound travel lane of Lathrop Road near the easterly rail road grade separation. The Project consisted of grinding 3" of existing asphalt, installing tensor glasgrid, repaving 3" of asphalt, and installing thermoplastic striping. At the same Council meeting, City Council awarded a construction contract to DSS Company dba Knife River Construction (Knife River) for construction of the Project in the amount of \$75,000 plus a 15% construction contingency in the amount of \$11,250 for a total approved construction budget of \$86,250.

Knife River has completed construction of the Project. Staff inspected the improvements which have been deemed complete and in accordance with the approved plans and specifications by the City Engineer. Knife River 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 is requesting City Council accept the improvements constructed by Knife River for Lathrop Road Pavement Repair, CIP PS 24-35. Staff also requests City Council to 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 \$3,804.21 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

#### **BACKGROUND:**

Staff evaluated the existing pavement conditions on Lathrop Road and determined the need to repair approximately 975 linear feet along the eastbound travel lane near the easterly rail road grade separation.

**JULY 8, 2024 CITY COUNCIL REGULAR MEETING****ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY KNIFE RIVER FOR LATHROP ROAD PAVEMENT REPAIR, CIP PS 24-35**

On May 13, 2024, City Council created CIP PS 24-35 and awarded a construction contract to Knife River for construction of the Project. The scope of work consisted of grinding 3" of existing asphalt, installing tensar glasgrid, repaving 3" of asphalt, and installing thermoplastic striping with reflective pavement markers.

The awarded contract was in the amount of \$75,000 and a 15% construction contingency of \$11,250 was authorized for staff to use as necessary to achieve the goals of the project. The total construction budget for the Project was \$86,250. During construction, a contract change order of \$1,084.13 was issued for a final contract amount of \$76,084.13.

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. Knife River has also 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.

Upon acceptance of the improvements, the performance and payment bonds (No. 190-054-040/107991763) will be released and replaced with a warranty bond (Bond No. 190-054-040-W/107991763-W, \$75,000). 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 requests City Council accept the improvements constructed by Knife River for the Project. Staff is also requesting City Council to 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 \$3,804.21 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

**REASON FOR RECOMMENDATION:**

Knife River completed the Project pursuant to the contract documents dated May 13, 2024. 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 (No. 190-054-040/107991763) will be released and replaced with a one-year warranty bond (Bond No. 190-054-040-W/107991763-W, \$75,000) upon City Council's acceptance of the improvements.



**CITY MANAGER'S REPORT** **PAGE 3**  
**JULY 8, 2024 CITY COUNCIL REGULAR MEETING**  
**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY KNIFE RIVER FOR**  
**LATHROP ROAD PAVEMENT REPAIR, CIP PS 24-35**

**FISCAL IMPACT:**


The final construction contract amount with Knife River for the Project is \$76,084.13. Sufficient funds were allocated within CIP PS 24-35 to close out the project. With the completion of this project, staff requests that unused funds be transferred back into the General Fund Street Repair Reserves (1010).

**ATTACHMENTS:**

- A. Resolution Accepting Public Improvements Constructed by Knife River for Construction of Lathrop Road Pavement Repair, CIP PS 24-35, Authorizing the Filing of a Notice of Completion, Releasing of Contract Retention, and Releasing of Performance and Payment Bonds
  
- B. Notice of Completion – Lathrop Road Pavement Repair, CIP PS 24-35

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**JULY 8, 2024 CITY COUNCIL REGULAR MEETING**  
**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY KNIFE RIVER FOR**  
**LATHROP ROAD PAVEMENT REPAIR, CIP PS 24-35**


**APPROVALS:**

  
\_\_\_\_\_  
Angel Abarca  
Assistant Engineer

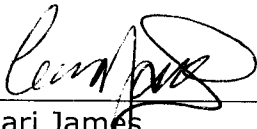
6-28-2024  
Date

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

7-1-2024  
Date

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

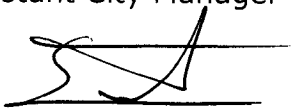
7/1/2024  
Date

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


7/1/2024  
Date

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

6-18-2024  
Date

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

6-18-2024  
Date

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

7.2.24  
Date

**RESOLUTION NO. 24 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS CONSTRUCTED BY KNIFE RIVER FOR LATHROP ROAD PAVEMENT REPAIR, CIP PS 24-35, AUTHORIZING THE FILING OF A NOTICE OF COMPLETION, THE RELEASE OF CONTRACT RETENTION, AND THE RELEASE OF PERFORMANCE AND PAYMENT BONDS**

**WHEREAS**, on May 13, 2024, City Council created Capital Improvement Project (CIP) PS 24-35 for Lathrop Road Pavement Repair (Project) to reconstruct damaged pavement on the eastbound travel lane of Lathrop Road near the easterly rail road grade separation; and

**WHEREAS**, the Project consisted of grinding 3" of existing asphalt, installing tensor glasgrid, repaving 3" of asphalt, and installing thermoplastic striping; and

**WHEREAS**, at the same Council meeting, City Council awarded a construction contract to DSS Company dba Knife River Construction (Knife River) for construction of the Project in the amount of \$75,000 plus a 15% construction contingency in the amount of \$11,250 for a total approved construction budget of \$86,250; and

**WHEREAS**, Knife River has completed construction of the Project; and

**WHEREAS**, staff inspected the improvements which have been deemed complete and in accordance with the approved plans and specifications by the City Engineer; and

**WHEREAS**, Knife River 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; and

**WHEREAS**, the performance and payment bonds (No. 190-054-040/107991763) will be released and replaced with a one-year warranty bond (Bond No. 190-054-040-W/107991763-W, \$75,000) upon City Council's acceptance of the improvements; and

**WHEREAS**, staff requests City Council accept the improvements constructed by Knife River for the Project; and

**WHEREAS**, staff is also requesting City Council to 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 \$3,804.21 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

**NOW THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop does hereby accept the public improvements constructed by Knife River for Lathrop Road Pavement Repair, CIP PS 24-35, for a total construction cost of \$76,084.13; 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 \$3,804.21 within forty-five (45) days after the recording of the Notice of Completion, and authorizes the release of the performance and payment bonds.

The foregoing resolution was passed and adopted this 8<sup>th</sup> day of July 2024, 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



**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **July 8, 2024** 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 **July 8, 2024**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_

By

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

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## ITEM 4.12

### CITY MANAGER'S REPORT JULY 8, 2024 CITY COUNCIL REGULAR MEETING

**ITEM:**                               **AWARD CONSTRUCTION CONTRACT TO MARINA LANDSCAPE INC. FOR CONSTRUCTION OF THE GREEN PARK IMPROVEMENTS, CIP PK 22-12 AND APPROVE BUDGET AMENDMENT**

**RECOMMENDATION:**   **Adopt Resolution Awarding a Construction Contract to Marina Landscape, Inc. for The Green Park Improvements, CIP PK 22-12 and Approving Budget Amendment.**

---

#### **SUMMARY:**

On June 3, 2021, City Council approved the creation of The Green Park Improvements, Capital Improvement Project (CIP) PK 22-12 to replace the existing play equipment, install rubberized playground surfacing and update various landscape elements (Project).

The plans and specifications for the construction of the Project were formally advertised for bid on May 29, 2024 pursuant to California Public Contract Code (PCC) 20160 and Lathrop Municipal Code (LMC) 2.36.060. The City Clerk received and opened four (4) bids on June 20, 2024. Based on the review and evaluation of the bids, the responsible bidder with the lowest responsive bid for the Project was determined to be Marina Landscape, Inc. (Marina) with a base bid of \$485,891.

Staff requests City Council award a construction contract to Marina for the construction of the Project in the amount of \$485,891. Staff also requests City Council authorize a 15% construction contingency of \$72,885 for a total cost not to exceed \$558,776 and authorize staff to spend the contingency as necessary to achieve the goals of the Project.

Staff also requests Council approve the purchase of the exercise equipment for \$22,250.47 and play structure for \$241,987.96 for the Project, for a total cost of \$264,238.43.

Sufficient funds were not allocated in the approved Fiscal Year (FY) 2024-25 budget to award the construction contact and purchase the play structure and exercise equipment; therefore, a budget amendment of \$100,000 is requested to have sufficient funds to complete the Project.

#### **BACKGROUND:**

The Green Park is over 17 years old, one acre in size, and located in the Mossdale Landing area south of River Islands Pkwy. and east of McKee Blvd. On June 3, 2021,

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**JULY 8, 2024 CITY COUNCIL REGULAR MEETING**  
**AWARD CONSTRUCTION CONTRACT TO MARINA LANDSCAPE, INC. FOR**  
**CONSTRUCTION OF THE GREEN PARK IMPROVEMENTS, CIP PK 22-12 AND**  
**APPROVE BUDGET AMENDMENT**

City Council approved the creation of the Project to replace the aging play structure and provide new recreation opportunities for older children.

Sam Harned Landscape Architecture prepared the plans and technical specifications for the Project, which features the replacement of aging and outdated play equipment with a larger structure. The new structure will provide opportunities for children aged 5-12, expanding upon the existing structure’s design for younger children. Colorful rubberized surfacing will replace the aging wood fiber fall surface.

Landscape work includes the installation of drought-tolerant accent trees, shrubs and groundcover, irrigation, sod turf, concrete walkways, grouted cobbles and decomposed granite surfacing. Additional work includes the demolition of some concrete pathways and lawn areas.

Staff released the plans and specifications for bid solicitation on May 29, 2024 pursuant to CA PCC 20160 and LMC 2.36.060. Four (4) bids were received and opened by the City Clerk on June 20, 2024, all determined to be responsive and from responsible bidders. The bid results are summarized in Table 1 below:

**Table 1: Summary of Bid Results- The Green Park Improvements**

<b>Contractor</b>	<b>Base Bid</b>
Marina Landscape, Inc.	\$485,891
Odyssey Environmental Services	\$580,525
Westside Landscape & Concrete, Inc.	\$635,535
Frontline General Engineering Construction, Inc.	\$769,004

Staff reviewed and evaluated the bids, and determined that the lowest responsible bidder is Marina, with a base bid of \$485,891. Staff requests City Council adopt a resolution awarding a construction contract to Marina for \$485,891 for the construction of the Project.

Staff also requests City Council authorize a 15% construction contingency of \$72,885, and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$558,776.

Staff further requests City Council approve the purchase of the play structure and exercise equipment via authorized multiple award schedules as summarized below:

<b>Item</b>	<b>Cost</b>	<b>Vendor</b>	<b>Vendor Id</b>
Play Structure	\$241,987.96	Park Planet	CMAS 4-16-78-0038E-SUP 3
Exercise Equipment	\$22,250.47	Greenfields	Sourcewell 010721-GRN

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**JULY 8, 2024 CITY COUNCIL REGULAR MEETING**  
**AWARD CONSTRUCTION CONTRACT TO MARINA LANDSCAPE, INC. FOR**  
**CONSTRUCTION OF THE GREEN PARK IMPROVEMENTS, CIP PK 22-12 AND**  
**APPROVE BUDGET AMENDMENT**

**REASON FOR RECOMMENDATION:**

The proposed improvements will provide a larger and more challenging play structure suited to a wider age range of children. The upgrade from wood fiber to rubberized surfacing will improve safety and aesthetics.

**FISCAL IMPACT:**

The proposed construction contract with Marina is for \$485,891. A 15% construction contingency is requested in the amount of \$72,885 for a total cost not to exceed \$558,776.

Sufficient funds were not allocated in the approved Fiscal Year (FY) 2024/25 budget for CIP PK 22-12 to award the contract; therefore, a budget amendment of \$100,000 from the Measure C Fund (1060) to the CIP Project Fund is requested as detailed below:

<u>Increase Transfer Out</u>		
1060-99-00-990-90-10		\$100,000
 <u>Increase Transfer In</u>		
3010-99-00-393-00-00	PK 22-12	\$100,000
 <u>Increase Expenditures</u>		
3010-80-00-420-12-00-00	PK 22-12	\$100,000

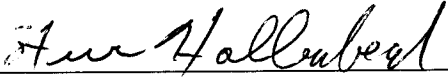
The budget transfer of \$100,000 from the Measure C Fund (1060) is contingent upon the Measure C oversight committee finding the expenses in compliance with appropriate use of Measure C funds.

**ATTACHMENTS:**

- A. Resolution Awarding a Construction Contract to Marina Landscape, Inc. for The Green Park Improvements, CIP PK 22-12
- B. Construction Contract with Marina Landscape, Inc. for The Green Park Improvements, CIP PK 22-12
- C. Proposal from Park Planet for Play Structure
- D. Proposal from Greenfields for Exercise Equipment

**CITY MANAGER'S REPORT**  
**JULY 8, 2024 CITY COUNCIL REGULAR MEETING**  
**AWARD CONSTRUCTION CONTRACT TO MARINA LANDSCAPE, INC. FOR**  
**CONSTRUCTION OF THE GREEN PARK IMPROVEMENTS, CIP PK 22-12 AND**  
**APPROVE BUDGET AMENDMENT**

**APPROVALS:**

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

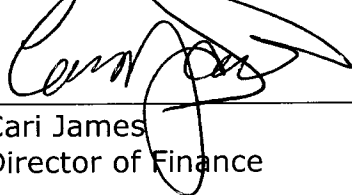
6.27.24  
Date

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

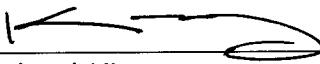
6.27.24  
Date

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

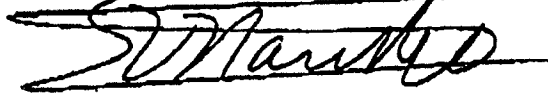
6/27/2024  
Date

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

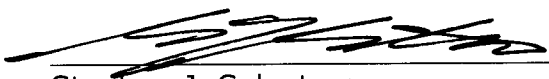
7/1/2024  
Date

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

6.27.2024  
Date

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

7/1/2024  
Date

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

7.2.24  
Date

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A CONSTRUCTION CONTRACT TO MARINA LANDSCAPE, INC. FOR THE GREEN PARK IMPROVEMENTS, CIP PK 22-12**

**WHEREAS**, on June 3, 2021, City Council approved the creation of The Green Park Improvements, Capital Improvement Project (CIP) PK 22-12 (Project) to provide new play equipment, rubberized surfacing and other typical park amenities; and

**WHEREAS**, on May 29, 2024, the City solicited bids for the construction of the Project pursuant to PCC 20160 and LMC 2.36.060; and

**WHEREAS**, a total of four (4) bids were received and opened by the City Clerk on June 20, 2024; and

**WHEREAS**, upon review and evaluation of the bids, the responsible bidder with the lowest responsive bid for the Project was determined to be Marina Landscape, Inc. (Marina) with a base bid of \$485,891; and

**WHEREAS**, staff requests City Council award a construction contract to Marina in the amount of \$485,891 for the construction of the Project; and

**WHEREAS**, staff also requests Council authorize a 15% construction contingency in the amount of \$72,885, for a total cost of \$558,776 and authorize staff to spend the contingency as necessary to achieve the goals of the Project; and

**WHEREAS**, staff also requests Council approve the purchase of the exercise equipment and play structure for the Project for a total cost of \$264,238.43; and

**WHEREAS**, sufficient funds were not allocated to CIP PK 22-12 in the approved Fiscal Year (FY) 2024/25 budget for the construction of the Project, staff also requests Council authorize a budget amendment transferring \$100,000 from the Measure C Fund (1060) to the Project CIP fund, predicated on approval of the Measure C Committee to reimburse the project as detailed below:

<u>Increase Transfer Out</u>		
1060-99-00-990-90-10		\$100,000
<u>Increase Transfer In</u>		
3010-99-00-393-00-00	PK 22-12	\$100,000
<u>Increase Expenditures</u>		
3010-80-00-420-12-00-00	PK 22-12	\$100,000

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop hereby awards a construction contract to Marina Landscape, Inc. for the construction of The Green Park Improvements, CIP PK 22-12 with a base bid of \$485,891; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop does hereby approve a 15% construction contingency of \$72,885, for a total cost of \$558,776 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 the purchase of the exercise equipment and play structure for the Project for a total cost of \$264,238.43; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop does hereby approve a budget transfer of \$100,000 for the purchase of exercise equipment and play equipment as detailed above.

The foregoing resolution was passed and adopted this 8<sup>th</sup> day of July, 2024 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**CONSTRUCTION CONTRACT**

This Contract, dated July 8, 2024, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Marina Landscape, Inc.**, (Contractor), whose Taxpayer Identification Number is 95-3760820.

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

1. **Term.** This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. **General Scope of Project and Work.** Construction Documents for **The Green Park Improvements, CIP PK 22-12** (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 demolition of portions of existing infrastructure, and installation of a playground structure, rubberized surfacing, landscaping and other typical park amenities, and any task necessary to accomplish the aforementioned tasks.

The work shall be **completed within 50 working days** following issuance of Notice to Proceed.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

**Base Bid Total:        \$485,891 (Four Hundred Eighty Five Thousand Eight Hundred Ninety-One Dollars)**

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, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and Warranty Bond Acknowledgement) and the Bid Documents submitted by **Marina Landscape, Inc.** on June 20, 2024. 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.



SECTION 00500

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 effecting 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 to the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

SECTION 00500

THE GREEN PARK IMPROVEMENTS  
CIP PK 22-12

CONSTRUCTION CONTRACT

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- 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.

SECTION 00500

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;

SECTION 00500

- (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

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

SECTION 00500

THE GREEN PARK IMPROVEMENTS  
CIP PK 22-12

CONSTRUCTION CONTRACT

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

To Contractor: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
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.

SECTION 00500

THE GREEN PARK IMPROVEMENTS  
CIP PK 22-12

CONSTRUCTION CONTRACT

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- (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.



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THE GREEN PARK IMPROVEMENTS  
CIP PK 22-12

CONSTRUCTION CONTRACT

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- (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 will be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

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

SECTION 00500

THE GREEN PARK IMPROVEMENTS  
CIP PK 22-12

CONSTRUCTION CONTRACT

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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

# EXHIBIT A

SECTION 00300

THE GREEN PARK IMPROVEMENTS  
CIP PK 22-12

BID PROPOSAL FORMS

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## BID PROPOSAL FORMS

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

ATTENTION: City Clerk

FOR: THE GREEN PARK IMPROVEMENTS, CIP PK 22-12

THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

### LEGAL COMPLIANCE

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Construction Documents; and he proposes and agrees that if this Bid is accepted he will contract with the City of Lathrop, in the form of the Contract as set forth in the Construction Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore the price as proposed in the following Bid Schedule.

### SCHEDULE OF PRICES

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

### BASIS OF AWARD

The basis for award of the contract will be the price of the base bid. The City of Lathrop reserves the right to award the work contemplated by only the Base Bid or none of the work.

00300-1

**ATTACHMENT A**

**THE GREEN PARK IMPROVEMENTS, CIP PK 22-12**

**REVIESED BID SCHEDULE**

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization / Bonds / Insurance	1	LS	18,000 -	18,000 -
2	Traffic Control	1	LS	4,000 -	4,000 -
3	Erosion and Sediment Control Plan	1	LS	1,100 -	1,100 -
4	Site Clearing & Demolition	21,750	SF	.60	13,050 -
5	Rough Grading & Establish Subgrade	21,750	SF	.90	19,575 -
6	Import Soil	1	CY	145 -	145 -
7	Play Area Drain	2	EA	3,000 -	6,000 -
8	Area Drain @ Fitness Equipment	1	EA	255 -	255 -
9	Landscape Area Drain Line	82	LF	34 -	2,788 -
10	Pedestrian Concrete	2,266	SF	16 -	36,256 -
11	Play Area Edge Curb	353	LF	48 -	16,944 -
12	Mow Strip, 10" Wide	107	LF	39.75 -	4,253.25
13	Rubberized Play Area Surfacing	5,878	SF	27.50	161,645 -
14	Tubular Steel Fence, 48" Height	72	LF	210 -	15,120 -
15	Bench	4	EA	3,100	12,400 -
16	Trash / Recycle Receptacle	2	EA	3,500 -	7,000 -
17	Corn Hole Game Board	4	EA	275 -	1,100 -
18	Irrigation, Complete System	1	LS	20,000	20,000
19	Tree, 24" Box	6	EA	550 -	3,300 -
20	Shrub, 5 Gallon	128	EA	30 -	3,840 -
21	Sod	10,566	SF	1 -	10,566 -
22	Bark Mulch, 3" Min. Depth	2,775	SF	.70	1,942.50 -
23	Decomposed Granite	304	SF	10 -	3,040 -
24	Soil Preparation	13,341	SF	.25	3,335.25
25	Plant Establishment / 90 Day Maint.	13,341	SF	.25	3,335.25
26	Install City-Furnished Play Equipment	1	LS	105,000	105,000
27	Install City-Furnished Exercise Equipment	1	LS	12,900	12,900 -

TOTAL BID: 486,890.25

TOTAL BID IN WORDS: Four hundred eighty six thousand eight hundred and ninety 25/100 -

**SECTION 00300**

**THE GREEN PARK IMPROVEMENTS  
CIP PK 22-12**

**BID PROPOSAL FORMS**

**INFORMATION REQUIRED OF BIDDER**

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

**BIDDER'S INFORMATION**

- (1) Bidder's name and address:  
Marina Landscape, Inc  
3707 W. Garden Grove Blvd, Orange, CA 92868
- (2) Bidder's telephone number: 714 939-6600
- (3) Bidder's fax number: 714 935-1199
- (4) Bidder's Contractor's License # / Expiration Date / Classification:  
492862 / 6/30/2026 / A,B,C27,C29,C36, C61,D34, D49,D59
- (5) Bidder's DIR Registration # / Expiration:  
1000000079 / 06/30/2025
- (6) Person who inspected site of proposed work for Contractor's firm:  
Name: Emilia Ruelas Date of Inspection: 6/18/24
- (7) List 5 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
Via Toledo Park	\$2,141,466	Lroin Jensen / Hayward/ (925) 784-8286
Meadows Park	\$2,469,056.22	Tin Wah-Wong /Sacramento / 916-808-5540
Northwest Land Park - Olympians Park	\$2,210,889.64	Jason Wiesmann / Sacramento / 916-808-7634
Creighton Park Renovation	\$2,525,796.00	Michael Silveria / Milpitas / (408) 586-3303
Tracy Hills Public Park #1	\$1,118,049.00	Lisa A. Mikelonis / Tracy / (925) 260-4753

SECTION 00300

THE GREEN PARK IMPROVEMENTS  
CIP PK 22-12

BID PROPOSAL FORMS

**LIST OF SUBCONTRACTORS:**

The Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the WORK which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name &amp; Address</u>
1. <u>Steel Fence</u>	<u>710572</u>	<u>2%</u>	<u>All Steel Fence Inc</u> <u>P.O. Box 1309 Lathrop CA</u>
2. <u>Rubberized surfacing play and fitness install</u>	<u>756794</u>	<u>45%</u> <u>33% SMH</u>	<u>Playgrounds Unlimited</u> <u>990 Memory Dr Santa Clara CA</u>
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

Note: Attach additional sheets if required.

SECTION 00300

THE GREEN PARK IMPROVEMENTS  
CIP PK 22-12

BID PROPOSAL FORMS

**ADDENDA**

Bidder certifies he reviewed ARC Stockton's website for addenda within 48 hours of bid opening and acknowledges receipt of the following addendum (addenda):

1

Respectfully submitted,

6/20/2024

Dated

Marina Landscape, Inc  
Legal Name of Firm

  
Signature of Authorized Representative

(Seal)

(If Bidder is a corporation, show State in which incorporated.)

Incorporated in California

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

Marina Landscape, Inc

Robert B. Cowan - President, Secretary, CEO, Treasurer

Ali Tavakoli - Vice President

Hue Ta - Vice President of Estimating

SECTION 00300

THE GREEN PARK IMPROVEMENTS  
CIP PK 22-12

BID PROPOSAL FORMS

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Marina Landscape, Inc.

as PRINCIPAL, and Philadelphia Indemnity Insurance Company

as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Lathrop to which the bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by those presents. In no case shall the liability of the surety hereunder exceed the sum of \$ Ten percent (10%) of the total amount of the bid.

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the City Hall, 390 Towne Centre Drive, Lathrop, CA: **THE GREEN PARK IMPROVEMENTS, CIP PK 22-12**

NOW, THEREFORE, if the Principal is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 11th day of June, 2024.

Marina Landscape, Inc. (Seal)

Philadelphia Indemnity Insurance Company(Seal)

[Signature] (Seal)  
*Vice President of Estimating*

[Signature] (Seal)  
Bryan Buttenas, Attorney-in-Fact

Address: 3707 W. Garden Grove Blvd.

Address: 800 E. Colorado Blvd., 6th Floor

Orange, CA 92868

Pasadena, CA 91101

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



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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.

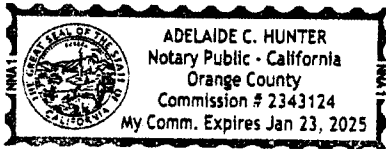
State of California )  
County of Orange )

On JUN 11 2024 before me, Adelaide C. Hunter, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Ryan Butterfas  
*Name(s) of Signer(s)*

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 A. Hunter  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

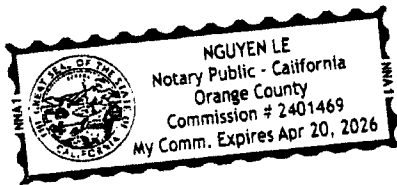
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Orange )
On 6/13/24 before me, Nguyen Le, Notary Public
Date Here Insert Name and Title of the Officer
Personally appeared Hue T G
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document Document Date

Number of Pages Signer(s) Other Than Named Above

Capacity(ies) Claimed by Signer(s)

Signer's Name Signer's Name
[ ] Corporate Officer—Title(s) [ ] Corporate Officer—Title(s)
[ ] Partner [ ] Limited [ ] General [ ] Partner [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact [ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator [ ] Trustee [ ] Guardian or Conservator
[ ] Other [ ] Other

Signer Is Representing Signer Is Representing

PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

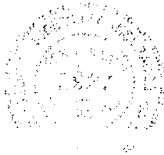
KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Linda D. Coats, Matthew J. Coats, Summer Reyes and Ryan Butterfas of Coats Surety Insurance Services, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

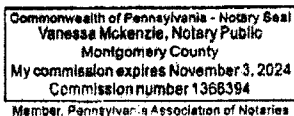


(Seal)

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

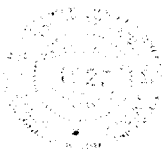
Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of June, 2024



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

SECTION 00300

THE GREEN PARK IMPROVEMENTS  
CIP PK 22-12

BID PROPOSAL FORMS

NONCOLLUSION AFFIDAVIT

STATE OF )  
 ) ss.  
COUNTY OF )

Hue Ta \_\_\_\_\_, being first duly sworn, deposes and says that he or she is

Vice President of Estimating of Marina Landscape, Inc the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associated, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
Signature of \_\_\_\_\_ President, Secretary,  
Manager, Project Manager or Representative

The County of Orange \_\_\_\_\_

State of Orange \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me

on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

Signature \_\_\_\_\_

CLEAR

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

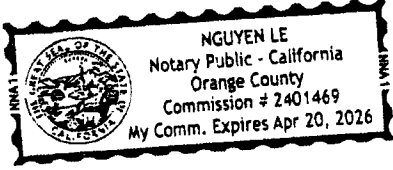
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Orange )
On 6/13/24 before me, Nguyen Le, Notary Public
Date Here Insert Name and Title of the Officer
Personally appeared Hue Ta
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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Signer's Name Signer's Name
[ ] Corporate Officer—Title(s) [ ] Corporate Officer—Title(s)
[ ] Partner [ ] Limited [ ] General [ ] Partner [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact [ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator [ ] Trustee [ ] Guardian or Conservator
[ ] Other [ ] Other

Signer Is Representing Signer Is Representing

SECTION 00300

THE GREEN PARK IMPROVEMENTS  
CIP PK 22-12

BID PROPOSAL FORMS

---

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder, who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No  X

If the answer is yes, explain the circumstances in the following space.

**PUBLIC CONTRACT SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

*(END OF SECTION)*

00300-8



landscape construction  
 landscape maintenance  
 landscape architecture  
 erosion control  
 design build

**Marina Landscape, Inc.**

**Resolution to Sign Contracts, Bid Documents and Bid Bonds**

Whereas, the Corporation requires an additional person as the Corporate Assistant Secretary for signing and executing the Contracts, Bid Documents, and Bid Bonds in the absence of the Secretary. Whereas, it would be desirable to have two (2) Assistant Secretaries available to sign Documents, or in the absence of the President/CEO/Secretary, be it:

Resolved, that the CFO, Vice Presidents, and Assistant Secretaries of this Corporation be hereby authorized and empowered to sign Contracts, Bid Documents and Bid Bonds, in the name of and on behalf of this Corporation.

Resolved, that Hue Ta is assigned the title of Vice President of Estimating, and is authorized as such to sign Contracts, Bid Documents, and Bid Bonds.

The undersigned hereby certifies that he is the duly elected and qualified Secretary and the custodian of the books and records and seal of Marina Landscape, Inc., a corporation duly formed pursuant to the laws of the state of California and that the foregoing is a true record of a resolution duly adopted at a special meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on March 1, 2019, and that said resolution is now in full force and effect without modification or rescission.

In witness whereof, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 1<sup>st</sup> day of March, 2019.

---

Robert B. Cowan, Secretary  
 Marina Landscape, Inc.

**MARINA LANDSCAPE, INC.**



**Public Works Department**

390 Towne Centre Dr. – Lathrop, CA 95330  
Phone (209) 941-7430 – fax (209) 941-7449  
[www.ci.lathrop.ca.us](http://www.ci.lathrop.ca.us)

**ADDENDUM NO. 1 – June 10, 2024**

**The Green Park Improvements  
CIP PK 22-12**

This addendum amends the Contract Drawings and Specifications for this project as follows:

1. The Engineer's Estimate for this Project is \$425,000.
2. See Attachment "A", CIP PK 22-12 REVISED BID SCHEDULE, adding Bid Item # 27 "Install City-Furnished Exercise Equipment". All bidders shall submit their bid on the Revised Bid Schedule.

When submitting the bid for the project, the Contractor must acknowledge receipt of the addendum.

Recommended by: Ken Reed 6-10-2024  
Ken Reed  
Senior Construction Manager  
Date

Approved by: Brad Taylor 6/10/2024  
Brad Taylor, PE  
City Engineer  
Date





**IPEMA** INTERNATIONAL  
PLAY EQUIPMENT  
MANUFACTURERS  
ASSOCIATION



**IPEMA ASTM F1292-18 (SECTION 4.2) AND/OR ASTM F3351-19 CERTIFICATE OF COMPLIANCE**

**ISSUE DATE: November 2, 2021**

**Requested By: Playgrounds Unlimited**

**Project: SPS EPDM 4,6,8 Submittal**

In the interest of public playground safety, IPEMA provides a third party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to ASTM F1292-18 Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment Standard, Section 4.2, Performance Criterion and/or ASTM F3351-19 Standard Test Method for Playground Surface Impact Testing in Laboratory at Specified Test Height.

The manufacturers listed below have received written validation from TÜV SÜD America that the products listed conform with the requirements of ASTM F1292-18, Section 4.2 and/or ASTM F3351-19.

The validation is made by testing at the specified fall height rating requested by the manufacturer, based upon its experience and knowledge of its products, instead of the "critical fall height" used in ASTM F1292-18. TÜV SÜD America validates that the impact attenuating performance criterion specified by ASTM F1292-18 (Section 4.2) and/or ASTM F3351-19 has been met or exceeded.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	THK/HT	MANUFACTURER
SPS EPDM 4	Safepour	Standard EPDM	2" / 4'	Playgrounds Unlimited
SPS EPDM 6	Safepour	Standard EPDM	3" / 6'	Playgrounds Unlimited
SPS EPDM 8	Safepour	Standard EPDM	3.5" / 8'	Playgrounds Unlimited



Park Planet  
 a Division of Park Associates, Inc.  
 415 Elm Street  
 Red Bluff CA 96080

**ATTACHMENT**  
 " C "

**Quote# Q24-2519**  
 Green Park

Bill To:  
 City of Lathrop  
 390 Towne Centre Dr  
 Lathrop CA 95330  
 United States

**Quote Date: 06/12/2024**  
**Quote Expires: 07/10/2024**

**Terms: Net 30dys / Shipment**

**Quote Total: \$241,987.96**

<b>Contact Name</b>	<b>Contact Phone</b>	<b>Contact Email</b>	<b>Sales Rep</b>	<b>Sales Rep Email</b>
Todd Sebastian	+12099417384	<a href="mailto:tsebastian@ci.lathrop.ca.us">tsebastian@ci.lathrop.ca.us</a>	Gary A Kimbrough	<a href="mailto:gary@parkplanet.com">gary@parkplanet.com</a>

<b>Description</b>	<b>Vendor</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
Green Park Play Equipment				
<b>PR-R5</b> Custom Round 5 Steel Play System..SN: NF5EEB27A	Playcraft Systems, Inc	1	\$232,170.00	\$232,170.00
<b>A2-2120</b> 8ft Arch Swing Bay (2 Seat)	Playcraft Systems, Inc	1	\$4,031.00	\$4,031.00
<b>A2-2120-AB</b> 8ft Arch Swing Bay (2 Seat) AB	Playcraft Systems, Inc	1	\$2,540.00	\$2,540.00
<b>A2-131510</b> Playshare Swing Seat w/ Chains & Hanging HW (Adult & Infant/ Toddler)	Playcraft Systems, Inc	1	\$1,418.00	\$1,418.00
<b>A2-131410</b> Inclusive Seat	Playcraft Systems, Inc	1	\$1,103.00	\$1,103.00
<b>A2-313010</b> Belt Seat	Playcraft Systems, Inc	2	\$181.00	\$362.00
<b>A2-1303</b> 1303 Safety Sign (5-12, HDPE)	Playcraft Systems, Inc	1	\$1,376.00	\$1,376.00
<b>CMAS Discount</b> CMAS Discount - Vendor ID: 4-16-78-0038E-Sup 3:	CMAS	1	(\$24,282.80)	(\$24,282.80)
<b>Playcraft Freight</b> Playcraft Freight **PlayCraft shipping pallet dimensions can reach upwards of 4'W x 8'H x 18'L and will be delivered on a 53' dry-van WITHOUT a liftgate. Offloading is the CUSTOMER'S responsibility and is NOT included in shipping costs. (2) Forklifts or (1) Forklift with extended forks and a capacity of greater than 5,000lbs will be required to offload the pallet(s). Please discuss offloading options with an Park Planet representative PRIOR to placing an order.	Playcraft Systems, Inc	1	\$4,133.00	\$4,133.00

Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more is recommended.



Park Planet  
 a Division of Park Associates, Inc.  
 415 Elm Street  
 Red Bluff CA 96080

**Quote# Q24-2519**  
 Green Park

Description	Vendor	Qty	Rate	Amount
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Equipment only. Installation to be supplied by others.

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<b>Subtotal</b>	\$222,850.20
<b>Tax Total (%)</b>	\$19,137.76
<b>Total</b>	<b>\$241,987.96</b>

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED. IF PAYING BY CREDIT CARD, A SURCHARGE WILL BE ASSESSED ON PAYMENT AMOUNT FOR 3.5% VISA/MC OR 5% AMEX.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*Purchasing agent who is authorized to enter into binding agreement for quoted entity.

\*\*By signing this quote, I have read and agree to the quote Terms & Conditions listed below, on the following page.



Park Planet  
a Division of Park Associates, Inc.  
415 Elm Street  
Red Bluff CA 96080

Quote# Q24-2519  
Green Park

## TERMS & CONDITIONS

1. General Notes Assembly, Installation and Offloading NOT included unless otherwise noted.  
Payment and Performance bonds, Builder's Risk and special insurance NOT included unless stated and quoted.  
Customer responsible for quantities and model numbers. Revised quote needed if quantities revised.
2. Payment / Ordering Credit terms specific to each customer. See terms in upper right corner of Park Planet quotes.  
Purchase orders or purchase contracts are needed to order. If none available, a signed Park Planet quote may be used in lieu of a formal PO.  
All past due accounts subject to 1 ½ % monthly finance charge. In the event legal action is required to effect collection, venue shall be Red Bluff, CA.
3. Shipping / Unloading Shipped by Common Carrier – Customer will need 2 to 4 people to unload. Liftgate NOT included unless quoted. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload.  
IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery Please note any shortages or damages on delivery copy.  
Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments.
4. Engineered Wood Fiber  
Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.  
Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal.
5. General Notes for Purchased Installation  
Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal.  
Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal.  
ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.  
ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by the installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.  
UTILITY CLAUSE: Unless stated in writing in the quote proposal, installation does not include marking of utilities by Dig Alert or other similar entities. Customer can, however, call Dig Alert directly. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc.  
Customers responsibility to provide locations of any utilities prior to commencement of work.  
Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2ton bobcat needed to complete project.
6. Temporary Fencing  
Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.
7. ADA Access  
Play Equipment MUST be installed over an impact absorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.  
This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.
8. Poured in Place Rubber Surfacing  
Rubber Surfacing cannot be installed during extreme weather conditions and may not be installed if rain or frost is forecasted during 48-72 hr. cure time. 24 Hour Manned Security is NOT included in Park Planet quotes.
9. Shade Shelters (non DSA)  
Shade Shelter installation price EXCLUDES – unless otherwise stated in this quote engineering, drawings, calculations, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City/County.  
PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!  
Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.
10. Shade Shelters (DSA)  
Fabrication cannot begin until AFTER DSA approval by your architect  
DSA in-plant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.  
School District / Architect responsible for submission of plans to DSA for DSA approval  
Pricing does NOT include footings, steel cages, anchor bolts, or erecting of shade shelter unless otherwise noted.
11. Prevailing Wages – assumed and quoted unless specifically excluded due to private works.  
Park Planet does not meet the Skilled & Trained Workforce Requirements and will not participate in same. Park Planet will not sign any PLA's for Union Work and is not signatory to any unions.
12. Indemnity Provision  
Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.



ATTACHMENT  
" D "

Estimate

**Greenfields Outdoor Fitness, Inc**

2617 West Woodland Drive  
Anaheim, CA 92801  
Phone: 888-315-9037  
Fax: 866-308-9719  
Email: orders@greenfieldsfitness.com

Order #	Date
S26741	06/11/2024



<b>Bill To:</b>
CA - City of Lathrop - Green Park Refurbishment City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330

<b>Ship To:</b>
CA - City of Lathrop City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330

Customer: CA - City of Lathrop
--------------------------------

Contact: CA - City of Lathrop
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Sales Rep	Payment Terms	FOB Point	Carrier	Date Scheduled
CL	NET 30	Origin	Freight	06/11/2024

Item #	Number	Description	Color	Unit Price	Qty	Total Price
1	Sourcewell Contract #	Sourcewell Contract# 010721-GRN City of Lathrop Sourcewell Account #20553		\$0.00	1 ea	\$ 0.00
2		SURFACE MOUNT INSTALLATION METHOD				
3	SGR048A-03	2-Person Chest Press (formerly SGR2005-1-48A)	Green/Tan	\$4,795.00	1 ea	\$ 4,795.00
4	SGR048E-03	2-Person Combo Butterfly & Reverse Fly (formerly SGR2005-1-48E)	Green/Tan	\$6,395.00	1 ea	\$ 6,395.00
5	SGR102-03	2-Person Leg Press (formerly SHP505)	Green/Tan	\$4,995.00	1 ea	\$ 4,995.00
6	SHP506-03	Single Air Walker (formerly SHP2009-5-06)	Green/Tan	\$2,495.00	1 ea	\$ 2,495.00
7		Subtotal				\$ 18,680.00
8	Sourcewell Member Discount	Sourcewell Member Discount 7%				-\$ 1,307.60
9	Shipping & Handling	Ships in large crates - forklift is needed to unload		\$1,500.00	1 ea	\$ 1,500.00
10	SM Installation	All units are Surface Mount installation method, installation NOT included and done by others		\$0.00	1 ea	\$ 0.00
11	Terms for Bidders	50% deposit with a signed order; Balance due upon receipt; Without payment bond, prepaid terms apply		\$0.00	1 hr	\$ 0.00
12	NOT Included	Installation NOT included and done by others		\$0.00	1 hr	\$ 0.00
13	GRI 2024	General Rate Increase of 8.5% due to inflation. (This rate is subject to change as per fluctuation in the marketplace)		\$1,587.80	1 ea	\$ 1,587.80

Prices are valid for 60 days from the Estimate date.  
CUSTOMER APPROVAL: I hereby approve this order, the item selection, color selection, and overall Terms & Conditions. I understand should collection of this agreement become necessary, I agree to pay all collection fees and attorney fees/ court costs, etc. The undersigned customer authorizes Greenfields to ship items on this estimate and pay Greenfields the amount specified per payment terms listed on this estimate.

<b>Subtotal:</b>	<b>\$20,460.20</b>
<b>Sales Tax:</b>	<b>\$1,790.27</b>
<b>Total:</b>	<b>\$22,250.47</b>

Approval signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by (print name) \_\_\_\_\_

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**ITEM 4.13**

**CITY MANAGER’S REPORT  
JULY 8, 2024 CITY COUNCIL REGULAR MEETING**

**ITEM:** **AWARD ADDITIONAL SCOPE OF WORK TO DSS COMPANY DBA KNIFE RIVER CONSTRUCTION AND APPROVE BUDGET AMENDMENT TO CONSTRUCT SIDEWALK IMPROVEMENTS AT THE LOUISE AVENUE AND MCKINLEY AVENUE INTERSECTION PROJECT, CIP PS 15-02**

**RECOMMENDATION:** **Adopt Resolution to Award Additional Scope of Work to DSS Company DBA Knife River Construction and Approve a Budget Amendment to Construct Sidewalk Improvements at the Louise Avenue and McKinley Avenue Intersection Project, CIP PS 15-02**

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**SUMMARY:**

The City of Lathrop is currently under contract with DSS Company dba Knife River Construction (Knife River) for construction of Capital Improvement Project (CIP) PS 15-02 Louise Avenue and McKinley Avenue Intersection Improvements (Project). The improvement plans, completed in 2019, consist of widening Louise Avenue, modifying travel lane configurations along McKinley Avenue and upgrading the existing traffic signal at the Project intersection.

At the time the Project improvement plans were approved, the properties north and east of the Louise Avenue and McKinley Avenue intersection were not developed, therefore the Project improvement plans excluded sidewalk connectivity between adjacent development and the Project. Since 2019, A&A Intermodal and Cheema Freightlines have developed their parcels and constructed frontage improvements that include curb, gutter, and sidewalk. Staff received a proposal from Knife River (refer to Attachment B) to construct sidewalk from the Project to the adjacent developments to provide pedestrian connectivity with this Project. The additional work is exempt from bidding as another contract would interfere with the originally awarded scope of work with Knife River and the additional work cannot be delayed until the originally awarded scope of work is completed and accepted.

The amount of \$408,000 consist of the construction costs referenced below:

A.	Construct Sidewalk, Curb, Gutter, and Additional Pavement	\$ 332,275
B.	Relocate Signal Pole, Pull Box, and Splice Wire	\$ 55,904
C.	City-Purchase Material, Street Lights, Foundation, and Conduits	\$ <u>19,821</u>
	Total Additional Construction Cost	\$ 408,000

**CITY MANAGER’S REPORT  
JULY 8, 2024 CITY COUNCIL REGULAR MEETING  
AWARD ADDITIONAL SCOPE OF WORK TO DSS COMPANY DBA KNIFE RIVER  
CONSTRUCTION AND APPROVE BUDGET AMENDMENT TO CONSTRUCT  
SIDEWALK IMPROVEMENTS AT THE LOUISE AVENUE AND MCKINLEY AVENUE  
INTERSECTION PROJECT, CIP PS 15-02**

The approved 10% contingency has a current balance of \$108,000 which is not sufficient to pay for the additional construction cost. Therefore, staff is requesting Council approve the award of the additional \$408,000 scope of work and a budget amendment transferring \$300,000 from the General Fund Street Repair Reserves (1010) to CIP PS 15-02 Project Fund (3310) to fund the construction of the additional sidewalk, curb and gutter, installation of street lights, and relocation of signal poles.

**BACKGROUND:**

On October 9, 2023, City Council awarded a construction contract to Knife River for \$2,720,377.40 and authorize a 10% construction contingency of \$272,038 for construction of CIP PS 15-02. The Project improvements included widening the Louise Avenue and McKinley Avenue intersection, installing exclusive left-turn lanes on all directions and modifying the existing traffic signal.

At the time the Project improvement plans were approved, the properties north and east of the Louise Avenue and McKinley Avenue intersection were not developed, therefore the Project improvement plans excluded sidewalk connectivity between adjacent development and the Project. Since 2019, A&A Intermodal and Cheema Freightlines have developed their parcels and constructed frontage improvements that include curb, gutter, and sidewalk. Staff requested a proposal from Knife River (refer to Attachment B) to construct sidewalk from the Project to the adjacent developments to provide pedestrian connectivity with this Project. The additional work is exempt from bidding as another contract would interfere with the originally awarded scope of work with Knife River and the additional work cannot be delayed until the originally awarded scope of work is completed and accepted.

The construction costs referenced below capture the additional scope of work:

A.	Construct Sidewalk, Curb, Gutter, and Additional Pavement	\$ 332,275
B.	Relocate Signal Pole, Pull Box, and Splice Wire	\$ 55,904
C.	City-Purchase Material, Street Lights, Foundation, and Conduits	<u>\$ 19,821</u>
	Total Additional Construction Cost	\$ 408,000

The Project’s 10% contingency is not sufficient to pay for the additional construction of sidewalk. Therefore, staff is requesting Council approve the award of the additional \$408,000 scope of work and a budget amendment to increase the amount of construction budget to complete the Project.



**CITY MANAGER’S REPORT  
 JULY 8, 2024 CITY COUNCIL REGULAR MEETING  
 AWARD ADDITIONAL SCOPE OF WORK TO DSS COMPANY DBA KNIFE RIVER  
 CONSTRUCTION AND APPROVE BUDGET AMENDMENT TO CONSTRUCT  
 SIDEWALK IMPROVEMENTS AT THE LOUISE AVENUE AND MCKINLEY AVENUE  
 INTERSECTION PROJECT, CIP PS 15-02**

**REASON FOR RECOMMENDATION:**

Approving a budget amendment will allow staff and Knife River to construct the additional sidewalk improvements and provide a complete street corridor. Sidewalk connectivity will allow pedestrians to cross through the intersection and promote safety and mobility along Louise Avenue and McKinley Avenue.

**FISCAL IMPACT:**

The cost for Knife River to construct the additional sidewalk improvements is \$408,000. The authorized 10% construction contingency of \$272,038 has a current balance of \$108,000 which is not sufficient to pay for the additional construction cost. Therefore, staff is requesting Council approve a budget amendment transferring \$300,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as follows:

<u>Decrease Street Reserves</u>		
1010-251-03-00		\$300,000
<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$300,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 15-02	\$300,000
<u>Increase Appropriation</u>		
3310-8000-420-1200	PS 15-02	\$300,000

**ATTACHMENTS:**

- A. Resolution to Award Additional Scope of Work to DSS Company DBA Knife River Construction and Approve a Budget Amendment to Construct Sidewalk Improvements at the Louise Avenue and McKinley Avenue Intersection Project, CIP PS 15-02
- B. Additional Scope of Work from DSS Company DBA Knife River Construction

**CITY MANAGER'S REPORT**  
**JULY 8, 2024 CITY COUNCIL REGULAR MEETING**  
**AWARD ADDITIONAL SCOPE OF WORK TO DSS COMPANY DBA KNIFE RIVER**  
**CONSTRUCTION AND APPROVE BUDGET AMENDMENT TO CONSTRUCT**  
**SIDEWALK IMPROVEMENTS AT THE LOUISE AVENUE AND MCKINLEY AVENUE**  
**INTERSECTION PROJECT, CIP PS 15-02**

**APPROVALS:**

  
\_\_\_\_\_  
Angel Abarca  
Assistant Engineer

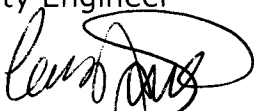
7-2-2024  
Date

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

7/2/2024  
Date

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

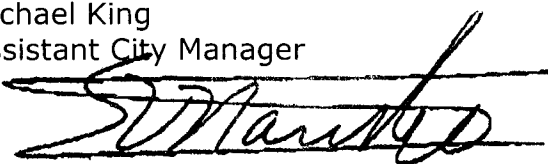
7/2/2024  
Date

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

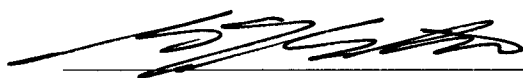
7/2/2024  
Date

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

7.2.2024  
Date

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

7/2/2024  
Date

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

7.2.24  
Date

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AWARD ADDITIONAL SCOPE OF WORK TO DSS COMPANY DBA KNIFE RIVER CONSTRUCTION AND APPROVE BUDGET AMENDMENT TO CONSTRUCT SIDEWALK IMPROVEMENTS AT THE LOUISE AVENUE AND MCKINLEY AVENUE INTERSECTION PROJECT, CIP PS 15-02**

**WHEREAS**, the City of Lathrop is currently under contract with DSS Company dba Knife River Construction (Knife River) for construction of Capital Improvement Project (CIP) PS 15-02 Louise Avenue and McKinley Avenue Intersection Improvements (Project); and

**WHEREAS**, the improvement plans completed in 2019 consist of widening Louise Avenue, modifying travel lane configurations along McKinley Avenue and upgrading the existing traffic signal at the Project intersection; and

**WHEREAS**, at the time the Project improvement plans were approved, the properties north and east of the Louise Avenue and McKinley Avenue intersection were not developed, therefore the Project improvement plans excluded sidewalk connectivity between adjacent development and the Project; and

**WHEREAS**, since 2019, A&A Intermodal and Cheema Freightlines have developed their parcels and constructed frontage improvements that include curb, gutter, and sidewalk; and

**WHEREAS**, staff requested a proposal from Knife River to construct sidewalk from the Project to the adjacent developments to provide pedestrian connectivity with this Project; and

**WHEREAS**, the additional work is exempt from bidding as another contract would interfere with the originally awarded scope of work with Knife River and the additional work cannot be delayed until the originally awarded scope of work is completed and accepted; and

**WHEREAS**, the additional cost for Knife River to construct these improvements is \$408,000. The approved 10% contingency has a current balance of \$108,000 which is not sufficient to pay for the additional construction cost; and

**WHEREAS**, staff is requesting Council approve the award of the additional \$408,000 scope of work and a budget amendment transferring \$300,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as follows:

<u>Decrease Street Reserves</u>	
1010-251-03-00	\$300,000
<u>Increase Transfer Out</u>	

1010-9900-990-9010		\$300,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 15-02	\$300,000
<u>Increase Appropriation</u>		
3310-8000-420-1200	PS 15-02	\$300,000

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop hereby approves the award of the additional \$408,000 scope of work and a budget amendment transferring \$300,000 from the General Fund Street Repair Reserves (1010) to the CIP Project (3310) as detailed above.

The foregoing resolution was passed and adopted this 8<sup>th</sup> day of July 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

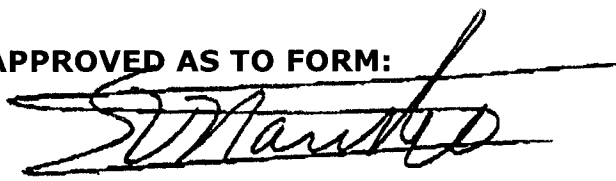
ABSENT:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**SUBJECT:** Sidewalk Additions **DATE:** 06/04/24

**PROJECT:** Louise Ave & McKinley Ave Intersection Improvements **JOB NO:** 57231827

**TO:** City of Lathrop - Department of Public Works **FROM:** Revae Martinez  
390 Towne Centre Drive  
Lathrop, CA 95330

**ATTN:** Ken Reed

**DESCRIPTION**

Sidewalk, curb and gutter additions to the northeast and southeast corners of the Louise Ave & McKinley Ave Intersection. Costs proposed below capture the additional rough grade/removal, concrete grading, form and pour for the additional concrete, as well the storm drain abandonment and relocation of the fire hydrant located on the northeast side of McKinley.

Additional AB/AC required for widening the new road section will be tracked through the items included withing our contract. Below are the estimated costs to be added to the contract based on the additional square footage shown on the plans.

Costs included within this change order are based on plans produced by Wong Engineers, dated 05/23/2024. This change order adds **20 working days** to the contract (see attached schedule).

CO ITEM	CO DESCRIPTION	QTY	UM	UNIT	TOTAL
001	PCMS Board Rental (2 EA/2 WK)	1	LS	\$1,180.00	\$1,180.00
002	Storm Drain Abandonment	1	LS	\$4,075.00	\$4,075.00
003	Remove Ex Material at New Pavement Areas	13100	SF	\$3.10	\$40,610.00
004	Concrete Grading	1	LS	\$17,400.00	\$17,400.00
005	Curb Ramps	1370	AF	\$29.00	\$39,730.00
006	Curb & Gutter (City Std Detail R-11)	140	LF	\$65.25	\$9,135.00
007	Curb, Gutter & 9.5' Sidewalk	300	LF	\$128.45	\$38,535.00
008	Curb, Gutter & 4.5' Sidewalk	360	LF	\$96.20	\$34,632.00
009	Relocate Fire Hydrant	1	EA	\$3,353.00	\$3,353.00
<b>TOTAL AMOUNT</b>					<b>\$188,650.00</b>

*PCO NO. 002 ADDS*

BID ITEM	BID ITEM DESCRIPTION	QTY	UM	UNIT	TOTAL
19	Place New HMA at 9.5" Thick	780	TN	\$109.25	\$85,215.00
19B	Aggregate Base	660	CY	\$88.50	\$58,410.00
<b>TOTAL AMOUNT</b>					<b>\$143,625.00</b>

*CONTRACT ADDS*

**APPROVAL**

**BY:** \_\_\_\_\_  
Ken Reed

**BY:**   
Revae Martinez

**DATE:** \_\_\_\_\_

**DATE:** 06/04/2024



**SUBJECT:** Relocate Pull Boxes for Concrete Modifications **DATE:** 06/19/24  
**PROJECT:** Louise Ave & McKinley Ave Intersection Improvements **JOB NO:** 57231827  
**TO:** City of Lathrop - Department of Public Works **FROM:** Revae Martinez  
 390 Towne Centre Drive  
 Lathrop, CA 95330  
**ATTN:** Ken Reed

**DESCRIPTION**

Costs proposed below are options based on discussion onsite with City of Lathrop, Knife River & Tennyson on 06/14/2024; regarding the relocation of the pull boxes located on the NE & SE corners required for the sidewalk additions.

- Option 1.) Splice wire and extend behind back of landing.  
 This option adds **5 working days** to the contract (see below break down)
- Option 2.) Re-pull wire entirely to extend boxes behind back of landing.  
 This option adds **7 working days** to the contract (see below break down)

Time Constraints/Schedule

The underground crew will be a 4-man crew and work will take 4-Days. The Electrical Crew will be a 3-man crew and depending on the option will take 1-3 days. Work will need to be performed on Saturdays due to availability of crews.

ITEM	DESCRIPTION	QTY	UM	UNIT	TOTAL
001	Splice Wire	1	LS	\$50,821.07	\$50,821.07
				+ 10% Markup for SUBCONTRACTED WORK	\$5,082.11
<b>OPT 1 AMOUNT</b>					<b>\$55,903.18</b>
002		1	LS	\$109,051.97	\$109,051.97
				+ 10% Markup for SUBCONTRACTED WORK	\$10,905.20
<b>OPT 2 AMOUNT</b>					<b>\$119,957.17</b>

**APPROVAL**

**BY:** \_\_\_\_\_  
 Ken Reed  
**DATE:** \_\_\_\_\_

**BY:** Revae Martinez  
 Revae Martinez  
**DATE:** 06/19/2024

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## ITEM 4.14

### CITY MANAGER'S REPORT JULY 8, 2024 CITY COUNCIL REGULAR MEETING

**ITEM:**                                   **AWARD CONSTRUCTION CONTRACT TO KNIFE RIVER FOR CONSTRUCTION OF YOSEMITE AVENUE PAVEMENT REHABILITATION, CIP PS 24-31 AND APPROVE BUDGET AMENDMENT**

**RECOMMENDATION:**   **Adopt Resolution Awarding a Construction Contract to DSS Company dba Knife River Construction for Construction of Yosemite Avenue Pavement Rehabilitation, CIP PS 24-31 and Approving Budget Amendment**

---

#### **SUMMARY:**

On February 12, 2024, City Council approved the creation of Capital Improvement Project (CIP) PS 24-31 Yosemite Avenue Pavement Rehabilitation (Project) to repair the existing deteriorating pavement surface on Yosemite Avenue from State Route (SR) - 120 to easterly City limits. The Project scope of work includes the installation of tack coat, glass grid, 3" of Hot Mix Asphalt overlay with shoulder backing, and thermoplastic striping.

The bid solicitation package with plans and specifications for the construction of the Project was advertised on June 11, 2024, 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 six (6) bids on June 27, 2024. Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for construction of the Project was determined to be DSS Company dba Knife River Construction (Knife River) with a bid of \$ 872,030.

Staff requests City Council award a construction contract to Knife River for construction of the Project in the amount of \$872,030 and authorize a 10% construction contingency of \$87,200 for a total construction budget of \$959,230.

CIP PS 24-31 currently has a balance of \$50,000. Therefore, staff is also requesting Council approve budget amendment transferring \$910,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) to fund the construction contract and a 10% contingency.

#### **BACKGROUND:**

Through field observations, staff assessed the conditions of Yosemite Avenue from SR-120 to the eastern City limits and determined that it requires rehabilitation. On February 12, 2024, City Council created CIP PS 24-31 to rehabilitate the deteriorated pavement surface along Yosemite Avenue.

**CITY MANAGER’S REPORT  
 JULY 8, 2024 CITY COUNCIL REGULAR MEETING  
 AWARD CONSTRUCTION CONTRACT TO KNIFE RIVER FOR CONSTRUCTION OF  
 YOSEMITE AVENUE PAVEMENT REHABILITATION, CIP PS 24-31 AND  
 APPROVE BUDGET AMENDMENT**

The Project scope of work consists of installing tack coat, glass grid, 3” of Hot Mix Asphalt overlay with shoulder backing, and thermoplastic striping.

The bid solicitation package with plans and specifications for the construction of the Project was advertised on June 11, 2024, in accordance with Bidding Procedures in California PCC 22160 and LMC 2.36.060.

Six (6) bids were received; each determined to be responsive and responsible. The bid results are summarized in Table 1 below:

**Table 1: Summary of Bid Results**

<b>Contractor</b>	<b>Base Bid</b>
DSS Company dba Knife River Construction	\$ 872,030
George Reed, Inc.	\$ 876,411.25
Consolidated Engineering, Inc.	\$ 892,868.50
Tracy Grading & Paving, Inc.	\$ 903,553
United Pavement Maintenance, Inc.	\$ 975,685
JV Lucas Paving, Inc.	\$ 1,069,799.25

Staff reviewed and evaluated the bids, and determined that the lowest responsive and responsible bidder is Knife River. Staff requests City Council adopt a resolution awarding a construction contract to Contractor for \$872,030.

Staff also requests City Council authorize a 10% construction contingency of \$87,200 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total construction budget of \$959,230.

**REASON FOR RECOMMENDATION:**

The Gateway development has repaved and expanded Yosemite Avenue from D’Arcy Parkway to McKinley Avenue. Construction of CIP PS 24-31 is needed to improve the remaining sections and correct other pavement deficiencies along Yosemite Avenue from SR-120 to easterly City limits.

**FISCAL IMPACT:**

Sufficient funds were not allocated in the approved FY 23-24 budget, thus staff is also requesting the approval of a budget amendment transferring \$910,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as follows:

<u>Decrease Street Repair Reserves</u>	
1010-251-03-00	\$910,000

**CITY MANAGER'S REPORT** **PAGE 3**  
**JULY 8, 2024 CITY COUNCIL REGULAR MEETING**  
**AWARD CONSTRUCTION CONTRACT TO KNIFE RIVER FOR CONSTRUCTION OF**  
**YOSEMITE AVENUE PAVEMENT REHABILITATION, CIP PS 24-31 AND**  
**APPROVE BUDGET AMENDMENT**


<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$910,000
 <u>Increase Transfer In</u>		
3310-9900-393-0000	PS 24-31	\$910,000
 <u>Increase Appropriation</u>		
3310-8000-420-1200	PS 24-31	\$910,000

**ATTACHMENTS:**

- A. Resolution Awarding a Construction Contract to DSS Company dba Knife River Construction for Construction of Yosemite Avenue Pavement Rehabilitation, CIP PS 24-29 and Approving Budget Amendment
- B. Construction Contract with Knife River for Construction of Yosemite Avenue Pavement Rehabilitation, CIP PS 24-29

**CITY MANAGER'S REPORT**  
**JULY 8, 2024 CITY COUNCIL REGULAR MEETING**  
**AWARD CONSTRUCTION CONTRACT TO KNIFE RIVER FOR CONSTRUCTION OF**  
**YOSEMITE AVENUE PAVEMENT REHABILITATION, CIP PS 24-31 AND**  
**APPROVE BUDGET AMENDMENT**

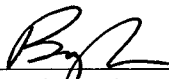
**APPROVALS:**

  
\_\_\_\_\_  
Angel Abarca  
Assistant Engineer

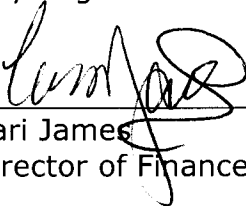
6-28-2024  
Date

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

7-1-2024  
Date

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

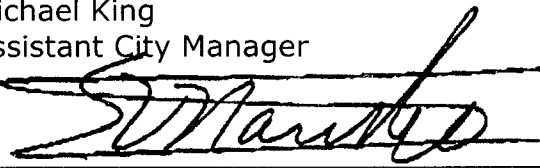
7/1/2024  
Date

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

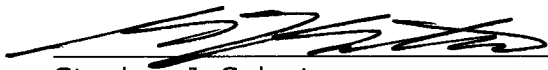
7/1/2024  
Date

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

6-28-24  
Date

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

6/28/24  
Date

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

7.2.24  
Date

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
AWARDING A CONSTRUCTION CONTRACT TO DSS COMPANY DBA KNIFE  
RIVER CONSTRUCTION FOR CONSTRUCTION OF YOSEMITE AVENUE  
PAVEMENT REHABILITATION, CIP PS 24-31 AND APPROVE BUDGET  
AMENDMENT**

**WHEREAS**, on February 12, 2024, City Council approved the creation of Capital Improvement Project (CIP) PS 24-31 Yosemite Avenue Pavement Rehabilitation (Project) to repair the existing deteriorating pavement surface on Yosemite Avenue from State Route (SR) – 120 to easterly City limits; and

**WHEREAS**, the Project scope of work includes the installation of tack coat, glass grid, 3" of Hot Mix Asphalt overlay with shoulder backing, and thermoplastic striping; and

**WHEREAS**, the bid solicitation package with plans and specifications for the construction of the Project was advertised on June 11, 2024, in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060; and

**WHEREAS**, Six (6) bids were received and opened on June 27, 2024; and

**WHEREAS**, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the Project was determined to be DSS Company dba Knife River Construction (Knife River) with a bid of \$ 872,030; and

**WHEREAS**, staff is requesting City Council award a construction contract to Knife River for the construction of CIP PS 24-31 in the amount of \$ 872,030 and authorize a 10% construction contingency of \$87,200 for a total cost not to exceed \$959,230; and

**WHEREAS**, CIP PS 24-31 currently has a balance of \$50,000. Therefore, staff is also requesting Council approve budget amendment transferring \$910,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as follows:

<u>Decrease Street Repair Reserves</u>		
1010-251-03-00		\$910,000
<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$910,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 24-31	\$910,000

Increase Appropriation

3310-8000-420-1200

PS 24-31

\$910,000

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop hereby approves a construction contract with Knife River for construction of CIP PS 24-31 Yosemite Avenue Pavement Rehabilitation for a cost of \$872,030; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop hereby approves a 10% construction contingency of \$87,200 for a total construction budget of \$959,230 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 hereby approves a budget amendment transferring \$910,000 from the General Fund Street Repair Reserves (1010) to the CIP Project (3310) as detailed above.

The foregoing resolution was passed and adopted this 8<sup>th</sup> day of July 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

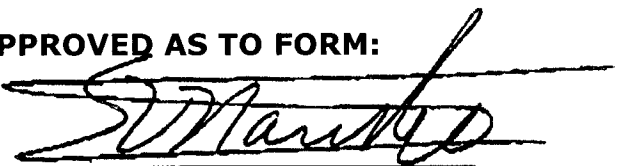
ABSENT:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **CONSTRUCTION CONTRACT**

This Contract, dated **July 8<sup>th</sup> 2024**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **DSS Company dba Knife River Construction** (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 **Yosemite Avenue Pavement Rehabilitation, CIP PS 24-31** (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 scope of work includes, but is not limited to installation of tack coat, glass grid, 3" of Hot Mix Asphalt overlay with shoulder backing, installation of thermoplastic striping, and performing all appurtenant work in place and ready for use, all as shown in the Contract Plans and Specifications.

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 work actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

**Base Bid Total: \$872,030.**

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 Bid Documents submitted by Knife River on June 27, 2024.

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 Contractor and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

## **RECORD OF WAGES PAID: INSPECTION**

Pursuant to Labor Code section 1776, Contractor stipulates to the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms 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 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 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  
  
   (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.
- (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 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City.



Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.

- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code §1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid 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.*

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

**CONTRACTOR:**

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

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

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

**CITY OF LATHROP**

APPROVED AS TO FORM:

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

Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

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

Michael King, Assistant City Manager

APPROVED:

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

Stephen J. Salvatore, City Manager

**SECTION 00300**

**YOSEMITE AVENUE PAVEMENT REHABILITATION  
CIP PS 24-31**

**BID PROPOSAL FORMS**

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**BID PROPOSAL FORMS**

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

**ATTENTION:** City Clerk

**FOR:** **YOSEMITE AVENUE PAVEMENT REHABILITATION, CIP PS 24-31**

**THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:**

**LEGAL COMPLIANCE**

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Construction Documents; and he proposes and agrees that if this Bid is accepted he will contract with the City of Lathrop, in the form of the Contract as set forth in the Construction Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore the price as proposed in the following Bid Schedule.

**SCHEDULE OF PRICES**

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

**BASIS OF AWARD**

The basis for award of the contract will be the total price of the base bid. The City of Lathrop reserves the right to award the work contemplated by only the Base Bid or none of the work.

## SECTION 00300

YOSEMITE AVENUE PAVEMENT REHABILITATION  
CIP PS 24-31

BID PROPOSAL FORMS

YOSEMITE AVENUE PAVEMENT REHABILITATION, CIP PS 24-31  
BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization, Bonds & Insurance	1	LS	81,000.00	81,000.00
2	Traffic Control	1	LS	50,800.00	50,800.00
3	Lower and Raise Valve Covers	2	EA	2,650.00	5,300.00
4	Lower and Raise Monument Covers	2	EA	2,650.00	5,300.00
5	Grind Out and Dispose 3" AC	112,900	SF	0.44	49,676.00
6	Digouts as Shown Per Plans	2,500	SF	7.00	17,500.00
7	Place HMA @ 3" Depth / Single Lifts	3,550	TON	101.08	358,834.00
8	Install Tensar 8502 GlasGrid	68,400	SF	1.79	122,436.00
9	Shoulder Backing	815	TON	51.00	41,565.00
10	Thermoplastic Striping - Caltrans Standard Detail 22	3,430	LF	5.40	18,522.00
11	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 27B	8,175	LF	2.00	14,350.00
12	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 38	1,120	LF	3.40	3,808.00
13	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 39	5,515	LF	2.80	15,442.00
14	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 39A	610	LF	2.80	1,708.00
15	Thermoplastic Striping - 8" White/Yellow Line Diagonal	300	LF	4.52	1,356.00
16	Methyl methacrylate (MMA) Green Enhancement	2,460	SF	18.65	45,879.00
17	Thermoplastic Striping - 12" White Line	75	LF	13.56	1,017.00
18	Thermoplastic Striping - Yield Line	15	LF	67.80	1,017.00
19	Thermoplastic Marking - Type I Arrow (24') (Thru)	2	EA	565.00	1,130.00
20	Thermoplastic Marking - Type IV Arrow (Left or Right)	17	EA	339.00	5,763.00
21	Thermoplastic Marking - BIKE LANE, ONLY BUS, STOP	9	EA	678.00	6,102.00
22	Insert Blue RPM @ Fire Hydrant	5	EA	57.00	285.00
23	Signage as Shown per Plans	1	LS	21,240.00	21,240.00

TOTAL BASE BID: \$872,030.00TOTAL BASE BID IN WORDS: EIGHT HUNDRED SEVENTY TWO THOUSAND THIRTY DOLLARS AND NO CENTS

00300-2

SECTION 00300

YOSEMITE AVENUE PAVEMENT REHABILITATION  
CIP PS 24-31

BID PROPOSAL FORMS

**INFORMATION REQUIRED OF BIDDER**

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

**BIDDER'S INFORMATION**

- (1) Bidder's name and address:  
DSS Company dba Knife River Construction  
615 West Clay Street  
Stockton, CA.
- (2) Bidder's telephone number: 209- 932-2100
- (3) Bidder's fax number: 209-948-6652
- (4) Bidder's Contractor's License (Class): A  
License No.: 334653  
Expires: 09/30/2025
- (5) Person who inspected site of proposed work for Contractor's firm:  
Name: Revae Martinez Date of Inspection: (5) 6/24/24

List 3 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
Louise Ave. & McKinley Ave. Intersection Improvement	2,720,337.40	City of Lathrop 390 Towne Center Drive, Lathrop, CA. 95330 - 209-941-7363
Tracy Pavement Rehabilitation Project	4,181,994.00	City of Tracy 333 Civic Center Plaza, Tracy, CA. 95376 - 209-831-6444
Pavement Management Program 2023	1,321,540.75	City of Brentwod 150 City Parkway, Brentwood, CA. 94513 - 925-516-5420

**SECTION 00300**

**YOSEMITE AVENUE PAVEMENT REHABILITATION  
CIP PS 24-31**

**BID PROPOSAL FORMS**

**LIST OF SUBCONTRACTORS:**

The Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the WORK which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

	<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor / Address / Phone</u>
1.	Grinding	256390	3%	Anrak Corporation Sacramento (916)383-5030
2.	Tack Coat & GlasGrid	705296	15%	Pacific NorthWest Oil Stockton, CA   (209) 463-4762
3.	Striping, Signage & Reflective Markers	755317	22%	Sierra Traffic Markings Roseville, CA   (916) 774-9080
4.				
5.				
6.				

Note: Attach additional sheets if required.

SECTION 00300

YOSEMITE AVENUE PAVEMENT REHABILITATION  
CIP PS 24-31

BID PROPOSAL FORMS

**ADDENDA**

Bidder certifies he reviewed ARC Stockton's Plan Well for addenda within 48 hours of bid opening and acknowledges receipt of the following addendum (addenda):

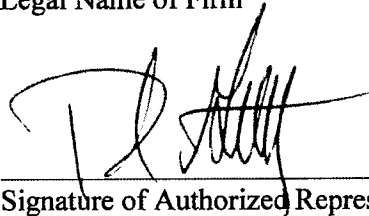
1 (6-20-24)

Respectfully submitted,

6/27/24  
Dated

DSS Company dba Knife River Construction

Legal Name of Firm



Signature of Authorized Representative

(Seal)

(If Bidder is a corporation, show State in which incorporated.)

California

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

President - Steve Essoyan

Vice President/General Manager - Rod Getty

Regional Controller/Assistant Secretary - Mike Fiddler

DSS Company dba Knife River Construction

655 West Clay Street, Stockton, CA. 95206

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**JULY 8, 2024 CITY COUNCIL REGULAR MEETING****RATIFY CITY MANAGER'S EXECUTION OF CCO NO. 2 AND ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY LUMA ENGINEERING CONTRACTORS, INC. FOR PARK WEST SHADE SHELTER**

Upon acceptance of the improvements, the performance bond (Bond No. SU1194818-0000, \$66,250) and payment bond (Bond No. SU1194818-0000, \$66,250) will be released and replaced with a one-year warranty bond (Bond No. SU1194818-0000, \$6,625). The one-year warranty bond covers any repairs or replacements that may become necessary during the one-year period beginning with this acceptance due to any defective materials or workmanship in connection with the completed improvements. Luma has also provided the necessary lien releases for the materials supplied and completed work.

Staff requests City Council ratify the City Manager's execution of CCO No. 2 for \$6,182. Staff also requests City Council accept the improvements constructed by Luma for Park West Shade Shelter. Staff further requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Luma of \$9,632 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

**REASON FOR RECOMMENDATION:**

Luma has completed the Project pursuant to the contract documents dated June 23, 2023. Staff inspected the improvements and they have been deemed complete and in accordance with the plans and specifications approved by the City Engineer.

Luma has submitted a one-year warranty bond for the improvements to be accepted (based on 10% of the construction contract) and lien releases confirming all sub-contractors and suppliers have been paid in full. 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.

The performance bond and payment bond will be released and replaced with the one-year warranty bond upon City Council's acceptance of the improvements.

**FISCAL IMPACT:**

The final construction contract amount with Luma for the Project is \$75,197.

Adequate funds have been allocated in the FY 2023-24 budget to close out the Park West Shade Shelter project.

**JULY 8, 2024 CITY COUNCIL REGULAR MEETING**

**RATIFY CITY MANAGER'S EXECUTION OF CCO NO. 2 AND ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY LUMA ENGINEERING CONTRACTORS, INC. FOR PARK WEST SHADE SHELTER**

**ATTACHMENTS:**

- A. Resolution Ratifying the City Manager's Execution of CCO No. 2, Accepting Public Improvements Constructed by Luma Engineering Contractors, Inc. for Park West Shade Shelter and Authorizing the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- B. Notice of Completion – Park West Shade Shelter
- C. Contract Change Order No. 2

JULY 8, 2024 CITY COUNCIL REGULAR MEETING

RATIFY CITY MANAGER'S EXECUTION OF CCO NO. 2 AND ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY LUMA ENGINEERING CONTRACTORS, INC. FOR PARK WEST SHADE SHELTER

APPROVALS:

Steven Hollenbeak  
Steven Hollenbeak  
Assistant Engineer

6.18.24  
Date

Ken Reed  
Ken Reed  
Senior Construction Manager

6-18-2024  
Date

Brad Taylor  
Brad Taylor  
City Engineer

6/18/2024  
Date

Cari James  
Cari James  
Finance Director

6/24/2024  
Date

Michael King  
Michael King  
Assistant City Manager

6.19.2024  
Date

Salvador Navarrete  
Salvador Navarrete  
City Attorney

6/19/2024  
Date

Stephen J. Salvatore  
Stephen J. Salvatore  
City Manager

6.23.24  
Date

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFYING CITY MANAGER'S EXECUTION OF CCO NO. 2, ACCEPTING PUBLIC IMPROVEMENTS CONSTRUCTED BY LUMA ENGINEERING CONTRACTORS, INC. FOR PARK WEST SHADE SHELTER AND AUTHORIZING THE FILING OF A NOTICE OF COMPLETION AND RELEASE OF CONTRACT RETENTION AND PERFORMANCE AND PAYMENT BONDS.**

**WHEREAS**, on June 23, 2023, the City Manager awarded a construction contract to Luma Engineering Contractors, Inc. (Luma) for construction of the Park West Shade Shelter (Project) in the amount of \$66,250 with a 13% construction contingency of \$8,613 for staff to use as necessary to achieve the goals of the Project; and

**WHEREAS**, the scope of work consisted of construction of a concrete slab and installation of an octagonal steel shade shelter at Park West; and

**WHEREAS**, during construction, two change orders were issued for a total of \$8,947, for a total Project cost of \$75,197; and

**WHEREAS**, Contract Change Order (CCO) No. 2 for a cost of \$6,182 was executed using the City Manager's signing authority to avoid any delay in completing the Project; and

**WHEREAS**, staff inspected the improvements and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications; and

**WHEREAS**, Luma has provided the necessary lien releases for the materials supplied and completed work and a one-year warranty bond (based on 10% of total Project cost) for the improvements being accepted; and

**WHEREAS**, the performance bond (Bond No. SU1194818-0000, \$66,250) and payment bond (Bond No. SU1194818-0000, \$66,250) will be released and replaced with a one-year warranty bond (Bond No. SU1194818-0000, \$6,625) upon City Council's acceptance of the improvements; and

**WHEREAS**, the one-year warranty bond covers any repairs or replacements that may become necessary during the one-year period beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements; and

**WHEREAS**, adequate funds have been allocated in the FY 2023-24 budget to close out the Project; and

**WHEREAS**, staff requests City Council ratify the City Manager's execution of CCO No. 2 for \$6,182; and

**WHEREAS,** staff also requests City Council accept the public improvements constructed by Luma Engineering Contractors, Inc. for Park West Shade Shelter; and

**WHEREAS,** staff further requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Luma in the amount of \$9,632 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

**NOW THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop does hereby ratify the City Manager's execution of CCO No. 2 for \$6,182; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop does hereby accept the completed public improvements constructed by Luma Engineering Contractors, Inc. for Park West Shade Shelter, pursuant to the contract documents dated June 23, 2023; 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 Luma, in the amount of \$9,632 within forty-five (45) days after the recording of the Notice of Completion, and authorizes the release of the performance and payment bonds.

The foregoing resolution was passed and adopted this 8<sup>TH</sup> day of July, 2024 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

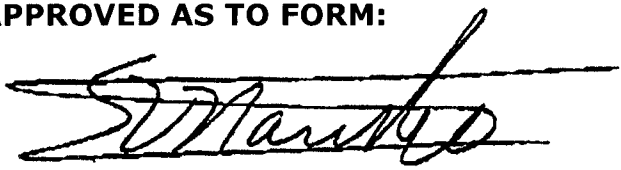
ABSTAIN:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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





**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **July 8, 2024** by **Luma Engineering Contractors, 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 **July 8, 2024**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_

By

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

**CHANGE ORDER NO. 2**

**Park West Shade Shelter**

**City of Lathrop**

**CONTRACT CHANGE ORDER NO. 2**  
**Park West Shade Shelter**

**Contractor:** LUMA Engineering Contractors, Inc. dba LUMA Builders

**Address:** 370 Myrtle Lane  
Oakley, CA 94561

**Change Order Date:** April 3, 2024

**Notice to Proceed Date:** June 26, 2023

**Contract Execution Date:** June 23, 2023

This contract change order augments or changes the following:

1) ADDITIONS TO CONTRACT

Pursuant to the provisions of the Contract Specifications and the attached proposal 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 **LUMA Engineering Contractors, Inc. dba LUMA Builders** dated **June 23, 2023**.

I. **CHANGES IN THE SPECIFICATIONS**

A. None

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

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
	Irrigation Work Away from the Pier Poles and Cut Individual Rectangular Roof Panels to Fit Size on Octagon Roof Structure	1	LS	\$6,181.51	\$6,181.51
<b>TOTAL ADDITIONAL COST FROM THIS CHANGE ORDER</b>					<b>\$6,181.51</b>
<b>TOTAL ADDITIONAL COST FROM CHANGE ORDER #1</b>					<b>\$2,765.60</b>
<b>ORIGINAL CONTRACT AMOUNT</b>					<b>\$66,250.00</b>
<b>REVISED CONTRACT AMOUNT AFTER CHANGE ORDER #2</b>					<b>\$75,197.11</b>

(END OF CHANGES)

**DESCRIPTION OF WORK**

See "II. ADDITION(S)/SUBTRACTION(S) TO CONTRACT." The contractor shall provide all labor, material, equipment and shall perform all incidental tasks as necessary to complete the change order. Works to be performed are detailed in attached Exhibit A.

**TIME OF COMPLETION**

The extra work will not increase the time frame of the original contract.

## CHANGE ORDER NO. 2

**Park West Shade Shelter**

**City of Lathrop**

---

### **RELEASE AND WAIVER**

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


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

(END OF SECTION)

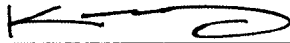
**CHANGE ORDER NO. 2**

**Park West Shade Shelter**


**City of Lathrop**

Approved As  
To Form:   
 Salvador Navarrete  
 City Attorney  
 City of Lathrop


3-18-2024  
Date

Recommended  
By:   
 Michael King  
 Assistant City Manager  
 City of Lathrop

3-19-2024  
Date

Approved By:   
 Stephen J. Salvatore  
 City Manager  
 City of Lathrop

4-3-24  
Date

Accepted By  
Contractor:   
DocuSigned by:  
462BFF846EFC4A9  
 LUMA Engineering Contractors, Inc  
 dba LUMA Builders

3/14/2024  
Date

Fernando Lopez                      President and CEO  
 \_\_\_\_\_  
 Print Name and Title

CHANGE ORDER

January 3, 2024

City of Lathrop PW Shade Shelter

From: Luma Engineering Contractors, Inc. DBA LUMA Builders, 370 Myrtle Ln, Oakley, California 94561

To: City of Lathrop, 390 Towne Centre Drive, Lathrop, California 95330

This Change Order Request (COR) contains a quotation for a change to City of Lathrop PW Shade Shelter which is a project or contract between Luma Engineering Contractors, Inc. DBA LUMA Builders and City of Lathrop.

1. Proposed Changes:

Add additional irrigation work away from the pier holes 8/25/2023.

Cut Individual Rectangular Roof Panels, fit to size on Octogen Roof Structure 9/5/23 and 9/7/23.

2. The contract sum prior to this Change Order was \$69,015.60.

3. The contract sum will be increased by this Change Order in the amount of \$6,181.51

4. The new contract sum including this change order will be \$75,197.11

5. This Agreement shall be signed on behalf of Luma Engineering Contractors, Inc. DBA LUMA Builders by Fernando D Lopez, President CEO and on behalf of City of Lathrop by \_\_\_\_\_ and effective as of the date first written above.

LUMA Engineering Contractors, Inc. DBA LUMA Builders

By: \_\_\_\_\_  
Fernando D Lopez, President CEO

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

City of Lathrop

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

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

**CONSENT OF SURETY TO FINAL PAYMENT**

AIA Document G707

Bond Number : SU 1194818-0000

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER:  
*(Name and address)*  
City of Lanthrop  
390 Towne Centre Drive  
Lanthrop CA 95330

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:  
*(Name and address)*  
Park West Shade Shelter  
Lanthrop CA 95330

CONTRACT DATED:  
June 2 2023

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Arch Insurance Company  
Harborside 3, 210 Hudson Street, Suite 300  
JERSEY CITY, NJ 07311 - 1107

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

LUMA Engineering Contractors Inc.  
370 Myrtle Lane  
Oakley CA 94561

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

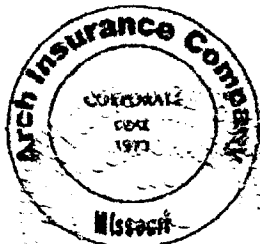
*(Insert name and address of Owner)*

City of Lanthrop  
390 Towne Centre Drive  
Lanthrop CA 95330

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: May 13th 2024  
*(Insert in writing the month followed by the numeric date and year)*



Arch Insurance Company

*(Surety)*

*(Signature of authorized representative)*

Eric Matlaga Attorney-in-Fact

*(Printed name and title)*

Attest:  
(Seal):



**CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.**



*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.*

**POWER OF ATTORNEY**

**Know All Persons By These Presents:**

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

**Eric Matlaga of Atlanta, GA (EACH)**

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

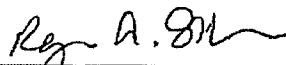
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

**"VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

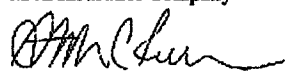
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

**VOTED**, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23<sup>rd</sup> day of January, 2023.

**Attested and Certified**

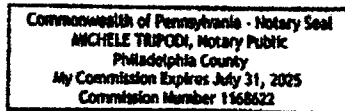
  
\_\_\_\_\_  
Regan A. Shulman, Secretary




Arch Insurance Company  
  
\_\_\_\_\_  
Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



  
\_\_\_\_\_  
Michele Tripodi, Notary Public  
My commission expires 07/31/2025

**CERTIFICATION**

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated January 23, 2023** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said **Stephen C. Ruschak**, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

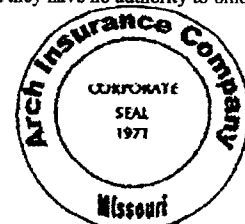
**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 13th day of May, 2024.

  
\_\_\_\_\_  
Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

**PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:**

Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



**To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com  
Please refer to the above named Attorney-In-Fact and the details of the bond to which the power is attached.**

**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

---

**Identifying Information**

---

Name of Claimant: LUMA Engineering Contractors, Inc

---

Name of Customer: City of Lathrop

---

Job Location: Park West Shelter

---

Owner: City of Lathrop

---

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

---

Maker of Check: City of Lathrop

---

Amount of Check: \$3759.86

---

Check Payable to: LUMA Engineering Contractors, Inc.

---

**Exceptions**

---

This document does not affect any of the following:  
Disputed claims for extras in the amount of: \$

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---

Claimant's Signature:



---

Claimant title: President and CEO

---

Date of Signature: 4/17/2024

---

7/1/12



SECTION 00670

PARK WEST SHADE SHELTER  
CUPCCAA INFORMAL BID SOLICITATION

WARRANTY

Bond No: SU 1194818-0000  
Premium: 1,988.00  
Contract No: \_\_\_\_\_

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the CITY OF LATHROP, (hereinafter referred to as "City") and LUMA Engineering Contractors, Inc., (hereinafter referred to as "Principal") have entered into an Agreement ("Contract") for the PARK WEST SHADE SHELTER; and

WHEREAS, Principal is required under the terms of the Agreement to furnish warranty security for the work performed pursuant to the Agreement in the amount of [\$ 66,250.00] to guarantee replacement and repair of the improvements as described in the Agreement for a period of one year following the date of recordation of the notice of acceptance of the Improvements against any defective work or labor done, or defective materials furnished.

NOW, THEREFORE, we, the Principal, and Arch Insurance Company as Surety, are held and firmly bound unto the City in the penal sum of <sup>Six Thousand Six</sup> ~~Hundred Twenty Five~~ Dollars (\$ \$6,625.00 ) lawful money of the United States, being not less than 10 percent (10%) of the amount payable by the terms of the Contract, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if Principal shall indemnify City for all loss that City may sustain by reason of any defective materials or workmanship which become apparent during the period of one year from and after acceptance of the improvements by the City Council of City, then this obligation shall be null and void; otherwise, this obligation shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees incurred by City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the City's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or its successors or assigns.

SECTION 00670

PARK WEST SHADE SHELTER  
CUPCCAA INFORMAL BID SOLICITATION

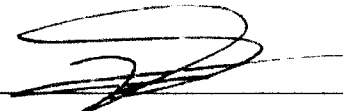
WARRANTY

Surety shall provide City with thirty (30) days' written notice of Principal's default prior to Surety terminating, suspending or revoking the bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this 1st \_\_\_\_\_ day of May \_\_\_\_\_, 2024 the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

LUMA Engineering Contractors, Inc.  
(Principal)

By  \_\_\_\_\_  
Signature

Fernando D. Lopez / Pres (EO)  
Print Name and Title

*Note:  
To be signed by Principal  
and Surety and acknowledgment  
and notarial seal attached.*

Arch Insurance Company  
(Surety)

Harborside 3, 210 Hudson Street, Suite 300  
JERSEY CITY, NJ 07311 - 1107  
Address



By  \_\_\_\_\_  
Signature

Eric Matlaga Attorney-in-Fact  
Print Name and Title

(END OF SECTION)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Eric Matlaga of Atlanta, GA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

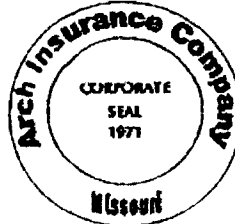
VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23rd day of January, 2023.

Attested and Certified

Regan A. Shulman, Secretary

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS

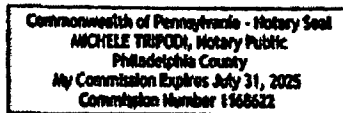


Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

Stephen C. Ruschak, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public

My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 23, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 1st day of May, 20 24.

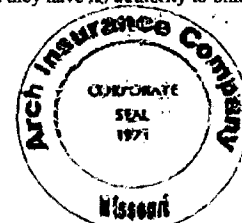
Regan A. Shulman, Secretary

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

## 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 Georgia  
County of DeKalb )

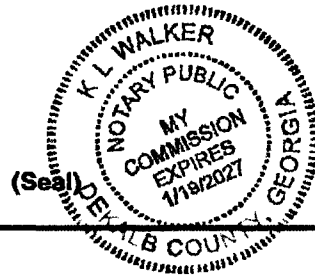
On May 01, 2024 before me, K.L. Walker  
(insert name and title of the officer)

personally appeared Eric Matlaga  
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 *K.L. Walker*



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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.

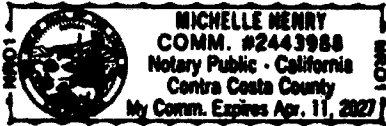
State of California

County of Contra Costa }

On May 15, 2021 before me, Michelle Henry, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Fernando D. Lopez  
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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 [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

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## ITEM 4.16

### CITY MANAGER'S REPORT JULY 8, 2024 CITY COUNCIL REGULAR MEETING

**ITEM:**                               **ACCEPT C2 COMMUNITY PARK IMPROVEMENTS ASSOCIATED WITH THE SIA FOR TRACT 3794 FROM RIVER ISLANDS CUSTOM HOMESITES, LLC, LOCATED WITHIN THE LAKESIDE EAST DISTRICT OF RIVER ISLANDS**

**RECOMMENDATION:**   **Adopt Resolution Accepting C2 Community Park Improvements Associated with the Subdivision Improvement Agreement for Tract 3794 from River Islands Custom Homesites, LLC, Located within the Lakeside East District of River Islands**

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#### **SUMMARY:**

River Islands Custom Homesites, LLC (River Islands), has completed the construction of the C2 Community Park associated with the Subdivision Improvement Agreement (SIA) for Tract 3794. A vicinity map of the improvements is included at Attachment "B".

Staff has inspected the improvements and they have been deemed complete and in accordance with the approved plans and city specifications by the City Engineer. The approximate value of the improvements proposed to be accepted is \$8,413,192 as shown in the GASB 34 Report, included in Attachment "C".

River Islands has provided a one-year warranty bond based on 10% of the construction costs and lien releases for the improvements being accepted. Staff recommends City Council accept the public improvements associated with the SIA for Tract 3794.

#### **BACKGROUND:**

On March 27, 2007, Council approved Vesting Tentative Map (VTM) 3694, which was amended with updated Conditions of Approval (COA) on June 1, 2015. On July 18, 2018, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside East District, Stage 2A, within Phase 1. Although the NDP provides conceptual guidance on parks, Council approved a revised Master Parks Plan for Stage 2A on September 12, 2022. The C2 Community Park is within the geographic boundary of the VTM 3694 and Stage 2A of River Islands.

On April 11, 2022, City Council approved Tract 3794, establishing 23 single-family lots. As required by the City's subdivision ordinance, the approved Tract 3794 included an SIA to guarantee certain public improvements associated with the final

**ACCEPT C2 COMMUNITY PARK IMPROVEMENTS ASSOCIATED WITH SIA FOR TRACT 3794 FROM RIVER ISLANDS CUSTOM HOMESITES, LLC, LOCATED WITHIN THE LAKESIDE EAST DISTRICT OF RIVER ISLANDS**

map. The construction of the C2 Community Park is a requirement of the SIA for Tract 3794.

Construction of the C2 Community Park is complete and the approximate value of the improvements proposed to be accepted is \$8,413,192 as shown in the GASB34 Report. These improvements have been inspected by staff and deemed complete, and in accordance with the approved plans and City specifications by the City Engineer.

River Islands provided a performance bond (0799663) in the amount of \$9,254,857.58 and the Labor and Materials Bond (0799663) in the amount of \$4,627,428.79 to guarantee the construction of the C2 Community Park. The bonds will be released and replaced with a one-year warranty bond (0799663-M) in the sum of \$850,000, based on 10% of the construction cost, by the City Engineer upon acceptance of the improvements. River Islands has also provided developer lien releases and contractor lien releases.

**REASON FOR RECOMMENDATION:**

Construction of the public improvements listed in the GASB 34 Report are complete and have been inspected by City staff to ensure conformance with the approved plans. River Islands has submitted lien releases, a one-year warranty bond, and as-built drawings, for the improvements proposed to be accepted. Staff recommends Council accept the improvements.

**FISCAL IMPACT:**

River Islands Public Financing Authority (RIPFA) will maintain the park at no additional cost to the City pursuant to the existing Maintenance Agreement with the City. The warranty bonds cover any repairs or replacements due to defective materials or workmanship for the completed improvements that become necessary during the one-year period, beginning with this acceptance. The City's Service Maintenance CFD 2013-1 has been established to fund the maintenance and operating costs of the adjacent streets.

**ATTACHMENTS:**

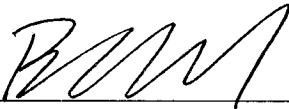
- A. Resolution Accepting C2 Community Park Improvements Associated with the Subdivision Improvement Agreement for Tract 3794 from River Islands Custom Homesites, LLC, Located within the Lakeside East District of River Islands
- B. Vicinity Map
- C. GASB 34 Report – River Islands C2 Community Park




JULY 8, 2024, CITY COUNCIL REGULAR MEETING

ACCEPT C2 COMMUNITY PARK IMPROVEMENTS ASSOCIATED WITH SIA FOR TRACT 3794 FROM RIVER ISLANDS CUSTOM HOMESITES, LLC, LOCATED WITHIN THE LAKESIDE EAST DISTRICT OF RIVER ISLANDS

APPROVALS:

  
\_\_\_\_\_  
Bellal Nabizadah  
Assistant Engineer


7/1/24  
Date

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

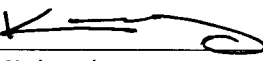
7-1-2024  
Date

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

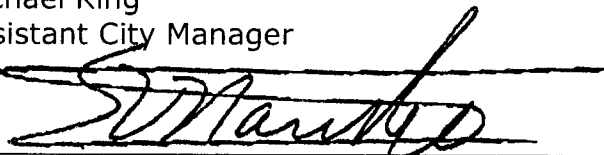
7/1/2024  
Date

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

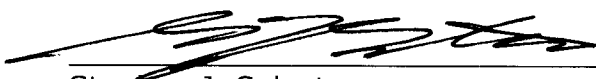
7/1/2024  
Date

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

7.1.2024  
Date

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

7/2/2024  
Date

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

7.2.24  
Date

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING C2 COMMUNITY PARK IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3794 FROM RIVER ISLANDS CUSTOM HOMESITES, LLC, LOCATED WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS**

**WHEREAS**, on March 27, 2007, Council approved Vesting Tentative Map (VTM) 3694, which was amended with updated Conditions of Approval (COA) on June 1, 2015. On July 18, 2018, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside East District, Stage 2A, within Phase 1; and

**WHEREAS**, although the NDP provides conceptual guidance on parks, Council approved a revised Master Parks Plan for Stage 2A on September 12, 2022. The C2 Community Park is within the geographic boundary of the VTM 3694 and Stage 2A of River Islands; and

**WHEREAS**, on April 11, 2022, City Council approved Tract 3794, establishing 23 single-family lots. As required by the City's subdivision ordinance, the approved Tract 3794 included a Subdivision Improvement Agreement (SIA) to guarantee certain public improvements associated with the final map; and

**WHEREAS**, the construction of the C2 Community Park is a requirement of the SIA for Tract 3794; and

**WHEREAS**, River Islands Custom Homesites, LLC (River Islands), provided a performance bond (0799663) in the amount of \$9,254,857.58 and the Labor and Materials Bond (0799663) in the amount of \$4,627,428.79 to guarantee the construction of the C2 Community Park. The bonds will be released and replaced with a one-year warranty bond (0799663-M) in the sum of \$850,000, based on 10% of the construction cost, by the City Engineer upon acceptance of the improvements; and

**WHEREAS**, staff has inspected the improvements listed in the GASB 34 Report and confirmed that the improvements have been completed in accordance with City specifications and deemed complete by the City Engineer; and

**WHEREAS**, River Islands has submitted lien releases and as-built drawings for the improvements being accepted. Staff recommends Council accept the improvements; and

**WHEREAS**, River Islands will maintain the park at no additional cost to the City pursuant to the existing Maintenance Agreement with the City. The warranty bonds cover any repairs or replacements due to defective materials or workmanship for the completed improvements that become necessary during the one-year period, beginning with this acceptance. The City's Service Maintenance CFD 2013-1

has been established to fund the maintenance and operating costs of the adjacent streets.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby accept the C2 Community Park Improvements associated with the SIA for Tract 3794 from River Islands located in the Lakeside East District of River Islands.

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 8<sup>th</sup> day of July 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

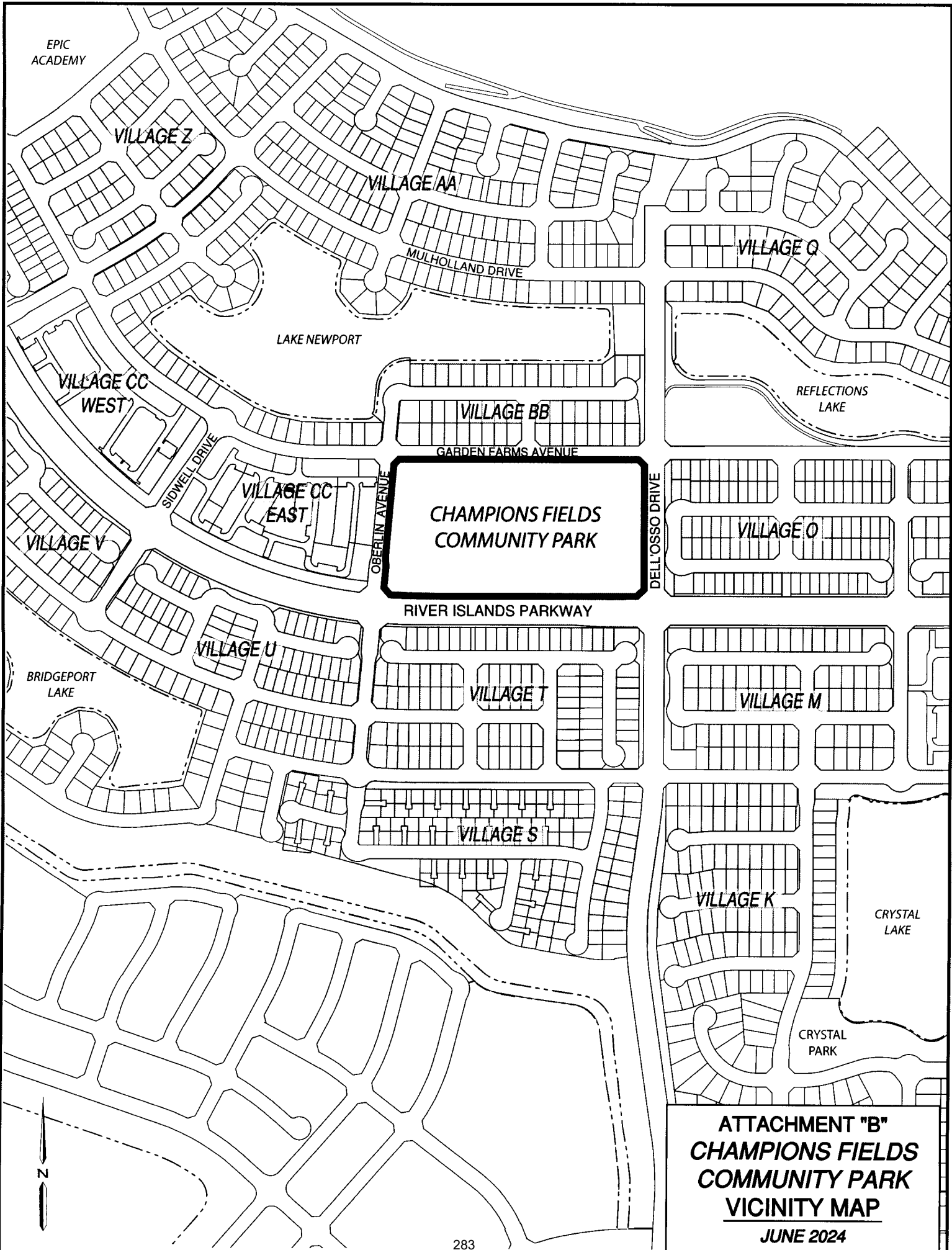
\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



EPIC  
ACADEMY

VILLAGE Z

VILLAGE AA

VILLAGE Q

MULHOLLAND DRIVE

LAKE NEWPORT

VILLAGE CC  
WEST

VILLAGE BB

REFLECTIONS  
LAKE

GARDEN FARMS AVENUE

VILLAGE CC  
EAST

**CHAMPIONS FIELDS  
COMMUNITY PARK**

VILLAGE O

VILLAGE V

SIDWELL DRIVE

OBERLIN AVENUE

DELL'OSSO DRIVE

RIVER ISLANDS PARKWAY

VILLAGE U

BRIDGEPORT  
LAKE

VILLAGE T

VILLAGE M

VILLAGE S

VILLAGE K

CRYSTAL  
LAKE

CRYSTAL  
PARK

**ATTACHMENT "B"**  
**CHAMPIONS FIELDS**  
**COMMUNITY PARK**  
**VICINITY MAP**

**JUNE 2024**



## River Islands - River Islands Community Park (C2)

## AS-BUILTS

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
<b>A. Site Preparation</b>				
1 Site Grading (Rough/Fine)	SF	696,260	\$ 0.95	\$ 661,447.00
2 Storm Drain Curb Inlet Tie-In	EA	4	\$ 1,025.00	\$ 4,100.00
3 Storm Drain Outfall (Bio-Filtration Basin)	EA	3	\$ 1,488.00	\$ 4,464.00
4 Storm Drain Catch Basin	EA	18	\$ 1,300.00	\$ 23,400.00
5 Storm Drain Inlet (Playground)	EA	12	\$ 3,500.00	\$ 42,000.00
6 Storm Drain Catch Basin (Parking Lot)	EA	8	\$ 1,740.00	\$ 13,920.00
7 Area Drain	EA	1	\$ 2,000.00	\$ 2,000.00
8 12" Storm Drain Line	LF	1,521	\$ 42.50	\$ 64,642.50
9 8" Storm Drain Line	LF	1,717	\$ 29.90	\$ 51,338.30
10 6" Storm Drain Line	LF	657	\$ 30.00	\$ 19,710.00
11 4" Perforated Pipe w/ Rock	LF	2,420	\$ 23.71	\$ 57,378.20
12 Channel Drain	LF	800	\$ 75.00	\$ 60,000.00
13 6" Sewer Line with Cleanout	LF	164	\$ 45.00	\$ 7,380.00
14 Erosion Control	LS	1	\$ 5,000.00	\$ 5,000.00
				-----
		SUB-TOTAL		\$ 1,016,780.00
<b>B. Flatwork / Surfacing / Walls</b>				
1 Natural colored 6" Conc. Flatwork	SF	101,408	\$ 17.00	\$ 1,723,936.00
2 Deepened Edge Sidewalk w/Fence at Bio-Filtration Swale	LF	109	\$ 37.00	\$ 4,033.00
3 Thickened Edge Sidewalk at Bio-Filtration Swale	LF	915	\$ 9.00	\$ 8,235.00
4 Concrete Ramp (at corner)	EA	1	\$ 4,000.00	\$ 4,000.00
5 Concrete Ramp (at Parking Lot Entrance)	EA	2	\$ 4,000.00	\$ 8,000.00
6 Concrete Ramp (at Parking Lot Accessible Parking Stalls)	EA	2	\$ 4,000.00	\$ 8,000.00
7 Concrete Apron (Parking lot entrance)	EA	1	\$ 3,800.00	\$ 3,800.00
8 Asphalt parking lot with striping	SF	50,758	\$ 6.00	\$ 304,548.00
9 Parking lot striping	LS	1	\$ 3,500.00	\$ 3,500.00
10 Parking Lot Curb	LF	2,224	\$ 40.00	\$ 88,960.00
11 Baseball Field Infield Mix	SF	72,715	\$ 1.00	\$ 72,715.00
12 Bullpen Retaining Wall	LF	112	\$ 50.00	\$ 5,600.00
13 Playground Safety Surfacing (Rubberized Play Surface)	SF	16,773	\$ 16.72	\$ 280,444.56
14 Playground Safety Surfacing (Spectraturf Playgrass)	SF	1,355	\$ 16.72	\$ 22,655.60
15 Boulder - Medium	EA	16	\$ 274.40	\$ 4,390.40
16 Boulder - Large	EA	12	\$ 365.88	\$ 4,390.56
17 Washed River Cobbles	SF	1,401	\$ 3.28	\$ 4,595.28
18 Aluminum Edging	LF	180	\$ 4.52	\$ 813.60
19 12" Concrete Mow Curb	LF	3,792	\$ 14.00	\$ 53,088.00
20 12"x12" Deepened Curb at Playground	LF	165	\$ 14.00	\$ 2,310.00
21 Thickened Edge at Playground	LF	481	\$ 9.00	\$ 4,329.00
22 24" Retaining/Seat Wall at Playground	LF	38	\$ 125.00	\$ 4,750.00
23 Hand Rail	LF	250	\$ 356.00	\$ 89,000.00
24 4' Tubular Steel Fence	LF	826	\$ 50.00	\$ 41,300.00
				-----
		SUB-TOTAL		\$ 2,747,394.00
<b>C. Furnishings / Equipment / Structures</b>				
1 Benches	EA	12	\$ 1,250.00	\$ 15,000.00
2 Trash Receptacles	EA	14	\$ 970.64	\$ 13,588.96
3 Recycling Receptacles	EA	14	\$ 970.64	\$ 13,588.96
4 Picnic Table	EA	26	\$ 837.00	\$ 21,762.00

5	Bike Rack	EA	8	\$ 350.00	\$ 2,800.00
6	BBQ	EA	3	\$ 1,961.33	\$ 5,883.99
7	BBQ - Group	EA	2	\$ 4,088.50	\$ 8,177.00
8	Tree Grates	EA	8	\$ 1,875.00	\$ 15,000.00
9	Drinking Fountain w/Dog Bowl	EA	3	\$ 5,500.00	\$ 16,500.00
10	Maintenance Shed (30x40)	LS	1	\$ 165,000.00	\$ 165,000.00
11	Restroom w/ Concession Stand	LS	1	\$ 404,000.00	\$ 404,000.00
12	Cantilever Sails	EA	2	\$ 44,350.00	\$ 88,700.00
13	Octagon Sails	EA	1	\$ 68,250.00	\$ 68,250.00
14	Picnic Table Sails	EA	2	\$ 30,900.00	\$ 61,800.00
15	Bleacher Shade Sail (BB Field)	EA	1	\$ 74,500.00	\$ 74,500.00
16	Bleacher Shade Sail (SB Field)	EA	1	\$ 74,500.00	\$ 74,500.00
17	Four point Sail at Playground	EA	1	\$ 38,500.00	\$ 38,500.00
18	Traingle Sail at Playground	EA	1	\$ 29,050.00	\$ 29,050.00
19	Pitching Rubber	EA	8	\$ 175.00	\$ 1,400.00
20	Home Plate	EA	8	\$ 175.00	\$ 1,400.00
21	Bases	EA	12	\$ 375.00	\$ 4,500.00
22	Foul Poles	EA	2	\$ 12,000.00	\$ 24,000.00
23	15' Dugout Benches	EA	8	\$ 2,100.00	\$ 16,800.00
24	21' Dugout Benches	EA	6	\$ 2,850.00	\$ 17,100.00
25	Outdoor Storage Cabinet	EA	3	\$ 3,232.33	\$ 9,696.99
26	Bat Rack	EA	8	\$ 600.00	\$ 4,800.00
27	Bleachers	EA	12	\$ 5,900.00	\$ 70,800.00
28	Batting Cages	EA	2	\$ 50,500.00	\$ 101,000.00
29	30' Tall Backstop Fence	LF	810	\$ 606.00	\$ 490,860.00
30	8' Tall Dugout Gate	EA	8	\$ 989.00	\$ 7,912.00
31	8' Tall Bullpen Gate	EA	2	\$ 989.00	\$ 1,978.00
32	8' Tall Dugout Fence	LF	512	\$ 120.00	\$ 61,440.00
33	8' Tall Bull Pen Fence	LF	387	\$ 90.00	\$ 34,830.00
34	6' Outfield Fence	LF	1,342	\$ 44.00	\$ 59,048.00
35	6' Outfield Maintenance Gate	EA	1	\$ 1,978.00	\$ 1,978.00
36	Playground Equipment	LS	1	\$ 736,942.28	\$ 736,942.28
37	Ball Field Use Sign	EA	4	\$ 300.00	\$ 1,200.00
38	Parking Lot Accessible Parking Sign	EA	4	\$ 300.00	\$ 1,200.00
39	Parking Lot Tow Away Sign	EA	1	\$ 35.00	\$ 35.00
40	City of Lathrop Park Rules Sign	EA	5	\$ 350.00	\$ 1,750.00
41	Park Entry Sign (w/Footing)	EA	1	\$ 9,000.00	\$ 9,000.00
					-----
			SUB-TOTAL		\$ 2,776,271.18
<b>D.</b>	<b>Lighting</b>				
1	Electrical Pedestal	EA	1	\$ 25,600.00	\$ 25,600.00
2	Park Sign Light	EA	2	\$ 3,840.00	\$ 7,680.00
3	Park Sign Light Conduit & Wire	LS	1	\$ 1,280.00	\$ 1,280.00
4	Park Path Lighting	EA	33	\$ 8,320.00	\$ 274,560.00
5	Park Path Lighting Conduit & Wire	LS	1	\$ 57,600.00	\$ 57,600.00
6	Parking lot Lighting	EA	21	\$ 11,520.00	\$ 241,920.00
7	Parking lot Lighting Conduit & Wire	LS	1	\$ 15,360.00	\$ 15,360.00
8	1" & 2" Security Conduit & Wire	LS	1	\$ 15,360.00	\$ 15,360.00
9	Booster Pump Conduit & Wire	LS	1	\$ 1,280.00	\$ 1,280.00
10	Restroom/Concession Stand Conduit & Wire	LS	1	\$ 1,280.00	\$ 1,280.00
11	Maintenance Shed + Conduit & Wire	LS	1	\$ 12,800.00	\$ 12,800.00
12	Shade Structure Lights	EA	3	\$ 1,920.00	\$ 5,760.00
13	Shade Structure Lights Rigid Conduit & Wire	LS	1	\$ 2,560.00	\$ 2,560.00
14	Baseball field/Batting Cages outlets	EA	5	\$ 640.00	\$ 3,200.00
15	Baseball field/Batting Cages outlets Conduit & Wire	LS	1	\$ 10,000.00	\$ 10,000.00
16	New switch, gear, panels, trans., trench, feeders & power study	LS	1	\$ 273,638.00	\$ 273,638.00

17	Sleeves, trench, gravel & 3" conduit	LS	1	\$ 10,000.00	\$ 10,000.00
18	Junction Boxes w/ conduit & Sweeps	EA	29	\$ 640.00	\$ 18,560.00
					-----
			SUB-TOTAL		\$ 978,438.00
<b>E. Planting</b>					
1	Soil Conditioning & Amendments	SF	441,807	\$ 0.07	\$ 30,926.49
2	Drill Seed Lawn	SF	363,212	\$ 0.06	\$ 21,792.72
3	Hydroseed No-Mow Turf	SF	39,440	\$ 0.05	\$ 1,972.00
4	1 Gallon Shrubs	EA	4,530	\$ 8.00	\$ 36,240.00
5	15 Gallon Trees	EA	387	\$ 90.00	\$ 34,830.00
6	Bark	SF	39,155	\$ 0.19	\$ 7,439.45
7	Root Barrier	LF	6,961	\$ 1.55	\$ 10,789.55
					-----
			SUB-TOTAL		\$143,990.21
<b>F. Irrigation Controls &amp; Distribution</b>					
1	Irrigation System	SF	442,479	\$ 1.50	\$ 663,718.50
					-----
			SUB-TOTAL		\$663,718.50
<b>G. Miscellaneous</b>					
1	Maintenance (60 Day)	LS	1	\$ 15,000.00	\$ 15,000.00
2	Mobilization/De-mobilization (NTE - 5%)	LS	1	\$ 100.00	\$ 100.00
3	Bonding	LS	1	\$ 71,500.00	\$ 71,500.00
					-----
			SUB-TOTAL		\$ 86,600.00

**Item Estimated      \$8,413,191.89**  
**Say                        \$8,500,000.00**



## ITEM 5.1

### CITY MANAGER'S REPORT JULY 8, 2024 CITY COUNCIL REGULAR MEETING

**ITEM:** PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER A GENERAL PLAN AMENDMENT, PRE-ZONE, CONDITIONAL USE PERMIT, SITE PLAN REVIEW, AND ANNEXATION FOR THE SINGH PETROLEUM PROJECT

**RECOMMENDATION:** Council to Consider the Following:

1. Hold a Public Hearing;
2. Adopt a Resolution Certifying the Final Environmental Impact Report (FEIR) (SCH# 2022120596), CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Measures/Monitoring Plan for the Singh Petroleum Project;
3. Adopt a Resolution Approving a General Plan Amendment of APN: 191-250-06 to FC, Freeway Commercial (GPA-20-60);
4. Introduce and Conduct First Reading of an Ordinance for Zoning Map Amendment related to the Pre-Zoning of the Subject Annexation Area (REZ-20-61);
5. Adopt a Resolution to Approve a Conditional Use Permit and Site Plan Review to Allow for the Development of a Travel Plaza on the Subject Properties (CUP-20-62 and SPR-20-63); and
6. Adopt a Resolution to Direct Staff to File an Application with San Joaquin Local Agency Formation Commission for the Annexation of 22.42-acres (ANX-20-64).

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#### SUMMARY:

The applicant, Singh Petroleum Investments, Inc., is requesting approval of the Singh Petroleum Project and associated entitlements. The proposed project consists of annexation of 22.42-acres of land and the development of a combined 19.63-acre project site, located at the southwest corner of the Roth Road and S. Manthey Road intersection, west of Interstate 5. The proposed project includes Certification of a Final Environmental Impact Report (FEIR), General Plan Amendment (GPA-20-60), Pre-Zone (REZ-20-61), Conditional Use Permit (CUP-20-62), Site Plan Review (SPR-20-63), and Annexation (ANX-20-64).

The proposed project includes the development of regional travel serving uses constructed in 2 phases consisting of gas and diesel fueling facilities for passenger and commercial vehicles, a 16,668 sq. ft. travel center building that includes 2 Quick Service Restaurants (QSR) with 1 drive-through, a 13,846 sq. ft. 4-bay full service truck and automobile repair facility, and off-street parking for motorists and commercial truck operators. The proposed project would result in the annexation of 2 properties (APNs: 191-250-06 and 191-250-14) that total approximately 22.42-acres into the City of Lathrop.

**SITE DESCRIPTION:**

The project site is generally located at the southwest corner of Roth Road and S. Manthey Road, west of Interstate 5. The site is comprised of approximately 21.7-acres on 2 Assessor's Parcel Numbers (APNs) 191-250-06 (10.3-acres) and 191-250-14 (11.4-acres). The property addresses include 169 W. Manila Road and 11293 S. Manthey Road. Although the site is approximately 21.7-acres in size, the development area associated with the proposed project is 19.63-acres and the annexation boundary is 22.42-acres (which includes future right-of-way land along Roth Road, S. Manthey Road and a portion of the Roth Road and S. Manthey Road intersection). The project site is located in unincorporated San Joaquin County, west of the existing Lathrop City Limit.

Both of the above noted parcels are located within the City's Sphere of Influence (SOI), which is a planning boundary outside of the City's legal boundary that designates the City's probable future boundary and service area.

The project site is comprised of flat land with ruderal grasses, fallow ground, a few trees (located primarily along the northern and eastern boundary of the project site), and the footprint of a previously abandoned structure and impervious area. The general location of the project is shown in the exhibit below.



**Location Map:**



The project site is bounded by agriculture land and residential uses to the north, Interstate 5 and City limits to the east, agriculture land and residential uses to the south, and agriculture land to the west. The 11.4-acre property has a General Plan Land Use Designation of FC, Freeway Commercial (APN: 191-250-14) and the project includes a General Plan Amendment to designate the 10.3-acre property (APN: 191-250-06) as FC, Freeway Commercial. A Pre-Zone is being requested to amend the Zoning Map to designate both properties as CH, Highway Commercial if annexed into the City.



**CITY MANAGERS REPORT  
 JULY 8, 2024 CITY COUNCIL REGULAR MEETING  
 SINGH PETROLEUM PROJECT**

The table below shows the Zoning, General Plan Land Use Designation and use of surrounding properties. Refer to the Vicinity Map above for the location of the project area.

<b>Direction</b>	<b>Land Use</b>	<b>Zoning District</b>	<b>General Plan (GP) Designation</b>
<b>North</b>	Agriculture land and 2 residences	AU-20, Agriculture-Urban Reserve (San Joaquin County)	I/L, Limited Industrial (San Joaquin County)
<b>South</b>	Agriculture land and 3 residences	AI, Agricultural Industry and AG-40, General Agriculture (San Joaquin County)	A/I, Agriculture-Industrial and A/G, General Agriculture (San Joaquin County)
<b>East</b>	Interstate 5 and highway commercial uses	CH, Highway Commercial (City of Lathrop)	FC, Freeway Commercial (City of Lathrop)
<b>West</b>	Agriculture land	AG-40, General Agriculture (San Joaquin County)	AG-40, General Agriculture (San Joaquin County)

**PLANNING COMMISSION:**

On May 15, 2024, the Planning Commission held a public hearing on the proposed Singh Petroleum Project. The Planning Commission deliberated on project details, such as traffic generation, proximity to Interstate 5, future signage and sales tax generation for the City. After reviewing and considering all information provided and submitted, and after taking and considering all public testimony, adopted the following Resolutions by a 5-0 vote:

1. Resolution No. 24-6, recommending City Council Certification of the Final Environmental Impact Report (FEIR) (SCH# 2022120596), CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Measures/Monitoring Plan for the Singh Petroleum Project;
2. Resolution No. 24-7, recommending City Council adoption of a General Plan Amendment of APN: 191-250-06 to FC, Freeway Commercial;
3. Resolution No. 24-8, recommending City Council approval of an Ordinance for Zoning Map Amendment relating to the Pre-Zoning of the subject annexation area;

4. Resolution No. 24-9, recommending City Council approval of a Conditional Use Permit and Site Plan Review to allow for the development of a Travel Plaza on the subject property; and
5. Resolution No. 24-10, recommending City Council approval of an application to the San Joaquin Local Agency Formation Commission (LAFCO) for the annexation of the Singh Petroleum Project site of 22.42-acres.

The above Resolutions are attached in this Staff Report as Attachment 15.

**ANALYSIS:**

Site Plan

As noted above, the proposed project would be developed in 2 phases. The phasing of the project is illustrated in Attachment 8 and 9 and is further described below:

**Site Plan – Phase 1**

Phase 1 of the proposed project consists of the development of the 16,668 sq. ft. travel center building, a 13,846 sq. ft. full service 4-bay truck and automobile repair facility, fueling facilities with eight truck fuel islands and eight car fuel islands (16 dispensers) with canopies, and off-street parking for automobiles and trucks/trailers. The 16,668 sq. ft. travel center includes office space, restroom facilities, eight showers, laundry facility, retail convenience store, 2 Quick Service Restaurants (QSR) (one with a drive-through), and indoor seating areas. This phase also includes outdoor seating areas, two dog runs enclosed with metal fences, a CAT scale, trash enclosures, and above ground fueling tanks for gasoline and diesel.

The travel center building is generally located at the southwest corner of Roth Road and S. Mantney Road and the 4-bay truck and automobile repair facility is located west of the truck fuel island and the travel center building.

Off-street parking is provided both for passenger vehicles (employee and customer parking) and for trucks/trailers. Specifically, Phase 1 includes a total of 163 passenger vehicle spaces including 128 standard sized spaces with 10 Electric Vehicle (EV) spaces, 28 compact spaces, and 7 ADA spaces. The employee and customer parking areas have been designed to comply with the dimension requirements pursuant to Section 17.76.030, *Standards for off-street parking and on-site parking facilities*. Additionally, Phase 1 includes a total of 148 truck and trailer spaces with each space designed to accommodate a truck with a trailer attached. Bicycle parking is provided consistent with Section 17.76.120, *Bicycle parking and storage standards*, which requires the number of bicycle parking spaces to equal 5 percent of the total automobile parking. In this regard, bicycle parking is provided adjacent to the travel center building and the 4-bay truck and automobile repair facility.

**Circulation – Phase 1**

The proposed project would be served by an extension of Roth Road to the west from the intersection of S. Manthey Road and Roth Road. Roth Road is currently a two-lane arterial that terminates at the intersection of Roth Road and S. Manthey Road. According to the City’s General Plan, Roth Road is intended to be a four-lane arterial roadway.

Phase 1 includes 4 access points: a truck exit only driveway on Roth Road; an auto exit only driveway on the future Roth Road; a truck exit and entrance driveway on S. Manthey Road; and an auto exit and entrance driveway on S. Manthey Road. All auto vehicles will enter the site via the two driveways on S. Manthey Road and will exit the site on S. Manthey Road or the driveway located on the future Roth Road. Trucks will have two exits with one located at the southern driveway on S. Manthey Road and the other on the future Roth Road.

**Site Plan – Phase 2**

Phase 2 of this project involves the realignment of S. Manthey Road to the west. Improvements associated with Phase 1, such as the location of proposed buildings, the fueling facilities, the above-ground gasoline and diesel storage tanks, and the trash enclosures will remain unchanged. However, off-street parking for trucks/trailers will be reduced from 148 truck and trailer spaces to 98 as the realignment of S. Manthey Road will remove the majority of truck and trailer spaces along the western portion of the project site.

**Circulation – Phase 2**

Circulation will be modified to accommodate the realignment of S. Manthey Road to the west of its current location. Phase 2 will include 3 access points to the project site: an auto exit and entrance driveway at the southeastern corner of the site off a proposed cul-de-sac at S. Manthey Road; and auto exit and entrance on the future Roth Road; and a dedicated truck exit and entrance on the future realigned S. Manthey Road. The interim driveways included in Phase 1 will be removed.

Interstate 5 and Roth Road Interchange

On November 13, 2023, the City Council approved a Professional Consulting Services Agreement with Dokken Engineering, Inc. to complete the Project Initiation phase for the Roth Road and Interstate 5 (I-5) Interchange Project. Additionally, on February 12, 2024, the City Council approved a Cooperative Agreement with Caltrans to complete the Project Initiation Document (PID) for the Roth Road and I-5 Interchange. During this phase, a PID will be prepared to define the scope of work for traffic and environmental studies and to review feasible design alternatives for this interchange project. This is the first of many steps necessary to construct a new interchange at Roth Road and I-5.

The proposed project will be required to pay the Regional Transportation Impact Fee (RTIF) and the City's North Lathrop Transportation Impact Fee (NLTIF), both of which fund traffic improvements, including the improvements to the I-5 and Roth Road Interchange.

S. Manthey Road Realignment

As noted above, Phase 2 of the proposed project involves the realignment of S. Manthey Road. The realignment will help facilitate the improvements to the Roth Road and I-5 Interchange. Since the future roadway alignment traverses both City and San Joaquin County jurisdiction, City staff is coordinating roadway improvements, alignment, and maintenance obligations with San Joaquin County Public Works staff.

As noted above, the proposed project would be developed in two phases. However, the proposed project may develop the Phase 2 layout with no phasing due to the timing of the I-5 and Roth Road Interchange improvements and the S. Manthey Road Realignment. Timing is dependent on the amount of traffic volume generated by existing and future development projects in the region.

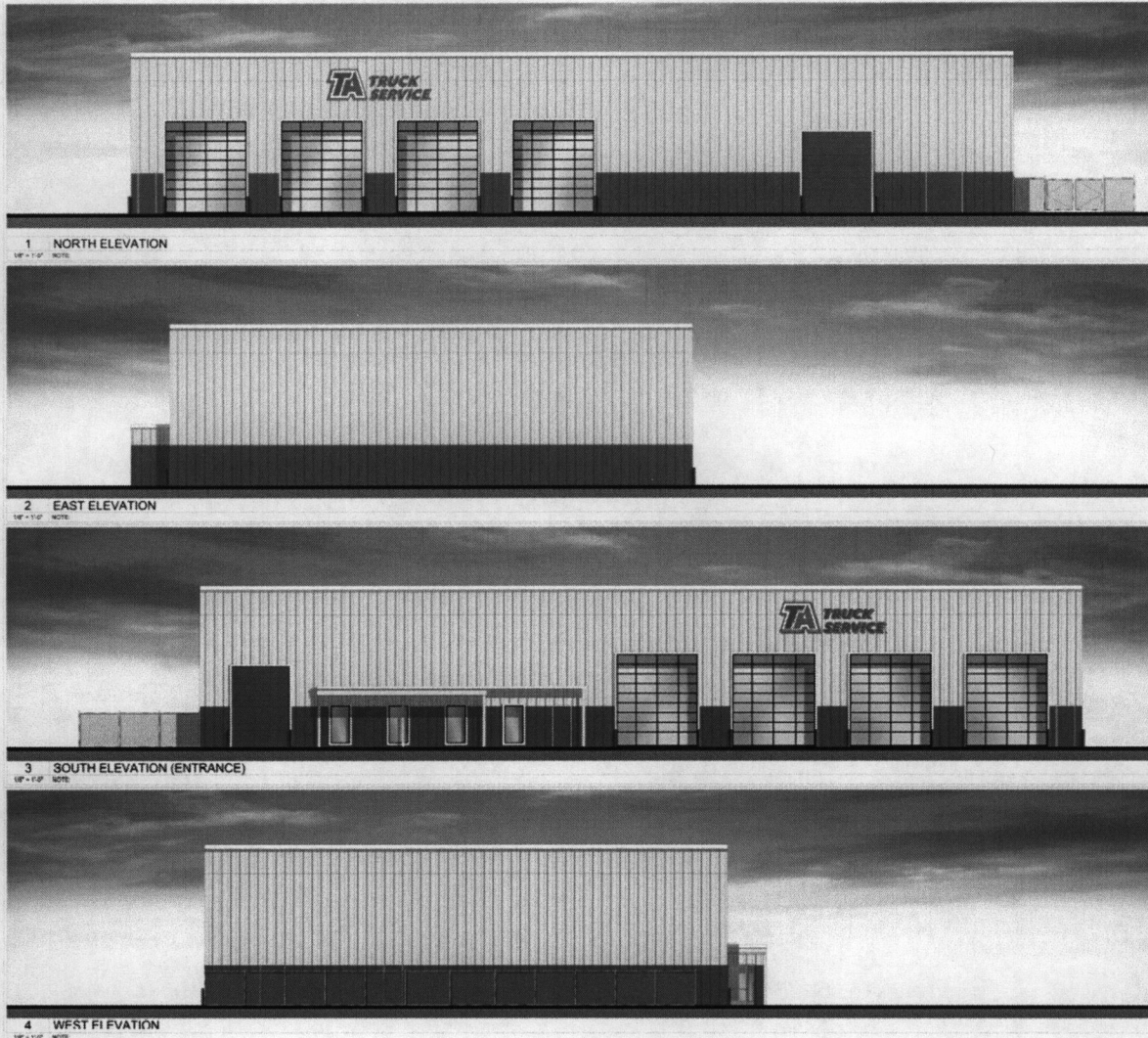
Architecture

The travel center is designed in a modern corporate architecture that features flat roof forms, metal awnings, and varied wall materials. The architecture also incorporates a 'tower' feature at the primary convenience store entrance and the corporate Travel America flag and arch. The maximum height of the building 37 feet at the top of the tower and 23 feet at the parapet. The proposed architecture for both the travel center building and the truck repair facility are illustrated below (and further details in Attachment 8 of the staff report). The exterior wall finishes for the travel center building includes stone veneer (El Dorado Stone) treatments at the base and column areas, earthtone stucco finishes for the main body, and a metal roof.



The proposed architecture for the 28-foot tall truck repair facility building includes metal siding and four metal roll up doors with glass panels with an aluminum finish. The roll-up doors will be located at the north and south sides of the building, allowing trucks to drive through the building. The colors for this building will be the stucco and corporate colors of the travel center building.





**Floor Plan**

As illustrated in the Floor Plan (Attachment 8), the proposed project includes a convenience store and two Quick Service Restaurants (QSRs) within the travel center building. One QSR is proposed as a drive-through facility and the other is a non-drive through facility. Access to each component of the floor plan (convenience store and QSRs), is provided via an open floor plan and vestibule entryways.

The travel center includes a traditional floor plan as it relates to the convenience store, with a variety of refrigerated and non-refrigerated goods and includes additional traveler amenities, including but not limited to a driver's lounge, showers, and laundry services.

Fencing and Screening

The proposed fencing and walls for the project are illustrated on the Fencing Plan (see Attachment 8). The applicant will be providing three types of fencing for this project including: a 48" green screen fence, chain-link fencing with privacy slats and a split face CMU wall.

The green screen fence will be utilized around the outdoor seating area and dog run adjacent to the drive-through QSR. The chain-link fencing will be utilized to screen the commercial truck parking area and stormwater retention basins. The split face CMU wall will be utilized along a portion of the northern and southern property line to serve as a noise barrier and to screen the project from adjacent properties and existing rural residences.

The proposed project includes the construction of two trash enclosures: one located in close proximity to the travel center building and the other located close proximity to the 4-bay repair facility. Pursuant to City Standards, both trash enclosure would have three solid walls, a fence and roof and are to be consistent with the material and colors of the primary buildings.

Landscaping

Landscaping is provided throughout the project area and represents 30% (263,907 sq. ft.) of the entire project area (19.63-acres), exceeding the minimum of 15% landscaping required pursuant to Chapter 17.92, *Landscaping and Screening Standards*. Landscaping treatment along Roth Road and S. Manthey Road will include a variety of large and medium sized trees, shrubs and ground cover in a 10' landscape strip. Shade trees are proposed throughout the passenger vehicle parking area and at the employee parking area for the commercial truck service facility. As illustrated on the Site Plan and Landscape Plan (see Attachments 7 and 8), 2 "dog run" facilities are proposed with 1 located south of the convenience store adjacent to an outdoor seating area and the other located south of the commercial truck parking area. Although the majority of the landscaping for the Phase 2 development will remain, landscaping along Roth Road and at the S. Manthey Road will either be removed or relocated.

Lighting

Lighting is proposed throughout the project site and will be designed to be shielded and directed towards the project parking and access areas only (away from adjoining properties and roadways). As part of the Building Permit application process, the applicant will be required to submit a detailed photometric plan illustrating the specific lighting details for this project, parking lots, driveways, trash enclosure/areas are required to be illuminated during the hours of darkness with a minimum maintained one-foot candle power of light.

Utilities

The proposed project will be required to connect to City water and sanitary sewer services. Water and sewer services for the proposed project will be extended to the project site from existing services from the intersection of Harlan Road and Roth Road east of I-5. The water and sewer lines will need to be extended west under the overpass along Roth Road to the project site. A 7.5-foot deep private stormwater retention basin would be located in the southern and western portion of the project site as illustrated in the Site Plan and Landscape Plan (see Attachments 8 and 9). A 5-foot landscape strip will surround the retention basin, along a 3:1 slope.

Storm drain lines for the proposed project will be extended throughout the project site to the retention basins. The retention basins have been designed and situated to accommodate both Phases of the development.

General Plan Amendment

The project area is currently in the planning jurisdiction of San Joaquin County, and has a San Joaquin County General Plan Land Use Designation of FC, Freeway Commercial (APN: 191-250-14) and Agriculture/General (APN: 191-250-06). While a portion of the project site (APN: 191-250-06) is designated for FC, Freeway Commercial land uses in the City of Lathrop General Plan, the other property within the project area (APN: 191-250-14) does not have a General Plan Land Use Designation. The proposed General Plan Amendment would modify the General Plan Land Use Map to designate the project site as FC, Freeway Commercial.

On January 22, 2021, the City sent letters to the tribes on the Native American Contact List received from the Native American Heritage Commission (NAHC) pursuant to Government Code Section 65352.3 and Public Resources Code Sections 5097.9 and 5097.993. These letters notified the tribes of the proposed General Plan Amendment and that the tribe(s) have 90-days in which to request consultation. The City did not receive a request for consultation during the 90-day review period.

Pre-Zoning

The project area is currently in the planning jurisdiction of San Joaquin County, and zoned for C-FS, Freeway Service Commercial (APN: 191-250-14) and AG-40, General Agriculture (APN: 191-250-06). The San Joaquin Local Agency Formation Commission (LAFCO) will require the Plan Area to be pre-zoned by the City in conjunction with the proposed annexation. The City of Lathrop Zoning map does not currently recognize or designate zoning districts for lands within the project planning area. A Zoning map amendment (referred to as pre-zoning when associated with an annexation) is necessary to facilitate implementation of the proposed project. The City's pre-zoning will follow the Land Use Designations laid out in the Lathrop General Plan as Highway Commercial (CH).

The pre-zoning of the project area would go into effect upon annexation into the City of Lathrop. The Pre-Zone Exhibit is attached to this Staff Report as Attachment 11.

Annexation

The Singh Petroleum Project proposes to annex approximately 22.42-acre project area into the City of Lathrop (which includes future right-of-way). As mentioned above, the project site would only occupy 19.63-acres of the proposed annexation area. The project area is located within the Sphere of Influence (SOI) of the City of Lathrop, and therefore, it has been planned for and intended that this area would eventually be annexed into and become part of the City.

Procedurally, if the annexation request is approved by the Planning Commission and City Council, City staff will subsequently file a formal application with the San Joaquin Location Agency Commission (LAFCO) for annexation of the 22.42-acre project area. The project area and annexation consists of two (2) parcels: APN's: 191-250-06 and 191-250-14. The annexation boundary map is included in this Staff Report as Attachment 12.

Based on pre-consultation meetings with LAFCO staff, the proposed annexation request appears to meet application LAFCO policies necessary to support the annexation. The area is a logical extension of the City's boundary, utilities and City services can serve the property, and no unincorporated county "island" will be created. All LAFCO annexation application fees will be paid for by the project applicant.

On June 4, 2024, the City received a letter from Mr. Douglas J. Rishwain, a legal representative to Elisa J. Aquino, individually and trustee of the Elisa J. Aquino Living Trust requesting that her three (3) parcels (APNs: 191-250-07, 191-250-09, and 191-250-10) adjacent to the Singh Petroleum Project to the south be included in the annexation boundary. The discussion related to expanding the annexation boundary to include the three (3) parcels referenced will be analyzed and discussed with LAFCO. The Aquino letter is attached to this Staff Report as Attachment 17.

Conditional Use Permit

The proposed travel center is listed as a conditionally permitted use in the Lathrop Municipal Code (LMC) for properties located in the CH, Highway Commercial Zoning District. Staff finds that the proposed use is compatible with the CH, Highway Commercial Zoning District. The project site is conveniently located on the southwest corner of Roth Road and S. Manthey Road with freeway access to Interstate 5 via Roth Road.

In consideration of the CUP, the Planning Commission must make certain findings contained in Section 17.112.060, A of the Lathrop Municipal Code (LMC).

The findings are re-stated below and include:

1. The granting of a use permit for the proposed use is necessary for the preservation and enjoyment of a substantial property right.
2. The location of the proposed use is consistent with the objectives of the zoning code and the purpose of the district in which the site is located.
3. The proposed use will comply with each of the applicable provisions of Chapter 17.112 of the LMC.

Staff has reviewed each of the findings presented above and determined that the proposed project has been designed so that the use is compatible with surrounding land uses and consistent with the CH, Highway Commercial Zoning District development standards, including but not limited to building height, setbacks, landscaping, off-street parking requirements, and architectural design, and will not be detrimental to the health, safety or general welfare of the City.

#### Site Plan Review

Pursuant to Chapter 17.100, in taking action on a proposed Site Plan, the Planning Commission shall make certain findings contained in Section 17.100.050 of the Lathrop Municipal Code (LMC). The findings are re-stated below and include:

1. That the site plan complies with all applicable provisions of Chapter 17.100;
2. That the site improvements listed in Chapter 17.100 (a. through i.) are so arranged that traffic congestion is avoided and that pedestrian and vehicular safety and welfare are protected, and there will not be adverse effect on surrounding properties;
3. Proposed lighting is so arranged as to deflect the light away from adjoining properties;
4. The adequate provision is made to reduce adverse or potentially adverse environmental impacts to acceptable levels.

Based on staff's review of the project, it was determined that the project complies with each of the findings presented above. As discussed in the Analysis Section, staff finds that the proposed project has been designed or is otherwise conditioned so that the use is compatible with surrounding land uses and will not be detrimental to the health, safety, or general welfare of the City.

General Plan and Zoning Consistency

The Singh Petroleum Project has been reviewed by staff for consistency with the Lathrop General Plan and Title 17, *Zoning* of the Lathrop Municipal Code (LMC). The proposed project is consistent with the following General Plan Policies (consistency statements are in italics):

**Policy LU-1.1** Support a full spectrum of conveniently located residential, commercial, industrial, public, and quasi-public uses that support business development, regional transportation objectives and the livability of residential neighborhoods.

*The proposed project includes the development of commercial retail space which will support business development within the City of Lathrop by providing regional transportation facilities.*

**Policy LU-1.9** Promote equitable land use patterns to provide all residents in all neighborhoods access to community amenities and transportation choices, and increase safety for walking and biking.

*The project provides amenities to residents which support all transportation choices, such as full scale commercial service facilities. One of the project objectives is to provide visitor-serving facilities that maximize the benefits of the project site's proximity to I-5, and thereby minimizes traffic generation on local streets by visitors exiting and reentering the freeway. By minimizing traffic generated on local streets, conflicts between truck and automobile traffic and walkers and bikers is reduced.*

**Policy LU-3.1** Support regional efforts that promote higher densities and intensities near major transit and travel facilities, and reduce regional vehicle miles traveled by supporting active modes of transportation including walking, biking, and public transit.

*The project site is designated for freeway commercial uses in the City's General Plan. The project would result in development of freeway supporting uses (i.e., travel center and gasoline facilities) adjacent to I-5, which is a major travel facility. As discussed in the Draft EIR Transportation and Circulation (Section 3.13), the project would generate an estimated average of 43.1 VMT per employee, which is 79.6% below the cumulative city-wide average. The proposed project would generate VMT per employee that is less than existing city-wide VMT by employee or cumulative city-wide VMT by employee.*

**Policy LU-3.4** Promote logical City boundaries and work with surrounding jurisdictions to encourage complementary uses. Specifically, work with the City of Manteca and San Joaquin County to ensure development of complementary and compatible uses adjacent to Lathrop.

*The project site is located in the portion of the City adjacent to I-5 and will create a logical extension of the City's boundary.*

*The site has been anticipated for development of freeway commercial uses as part of the City's General Plan and would result in the development of freeway supporting uses (i.e., travel center and gasoline facilities) adjacent to I-5, which is a major travel facility.*

**Policy LU-5.1** Require new development to be compatible and complementary to existing development. Where appropriate and feasible, promote connections between neighborhoods and services and facilities.

*The project is a new development which is compatible with the surrounding land uses. Existing freeway commercial and industrial uses are located directly across I-5 from the project site. The proposed commercial uses would be constructed in a similar form and scale as the existing freeway commercial, retail, and service uses within the City of Lathrop.*

**Policy LU-5.6** In considering land use change requests, consider factors such as compatibility with surrounding uses in terms of privacy, noise, and changes in traffic levels.

*The project includes buffer areas and screening from adjacent uses along the perimeter of the project site.*

**Policy LU-6.1** Capitalize on Lathrop's location within the Central Valley, proximity to major metropolitan areas, and regional transportation facilities.

*The proposed project is considered small-scale and would provide jobs and local revenue for the City. The proposed project would generate employment- and tax-generating businesses which would support the economic diversity of the City. Additionally, the project site is located near existing I-5 for the transport of goods that support business development and serve regional transportation. The project would result in development of freeway supporting uses (i.e., travel center and gasoline facilities) adjacent to I-5, which is a regional transportation facility.*

**Policy LU-7.4** Ensure that new urban uses which are proposed adjacent to lands designated for agricultural uses include adequate buffers to reduce potential land use conflicts and nuisance impacts to sensitive receptors.

*The proposed project provides landscaping buffers between the southern and western portions of the project site and existing agricultural operations located to the south and west. The 7.5-foot deep retention pond along the western boundary measures approximately 60-feet from the western boundary line and the retention basin to the southwestern corner measures approximately 266-feet from the western boundary line and approximately 228-feet from the southern boundary line. Together, the retention ponds provide sufficient buffer to protect the agriculture operations from the impacts of the development of the project site, as buffers typically consistent are 5 to 10 feet, according to Chapter 17.92, Landscaping and Screening, requirements of the Lathrop Municipal Code. Phase 2 of the project provides landscaping buffers to the north from the project site, along the northern project boundary. This includes a 10-foot width landscaping strip along the northern project boundary in order to buffer project uses from adjacent agricultural uses and would reduce adverse effects on neighboring agricultural uses.*

The full list of applicable General Plan Policies are located in Chapter 3.10, *Land Use and Planning* of the Draft Environmental Impact Report (EIR) (Attachment 14).

#### Conditions of Approval

Planning staff routed the project plans on March 24, 2022 to the Building Division, Public Works Department, Lathrop-Manteca Fire District, and Lathrop Police Department to ensure compliance with applicable codes and regulations. In addition, Planning staff routed an external referral to outside agencies and departments for review and comment on March 24, 2022.

The City received comments from the following agencies:

- San Joaquin Council of Governments (SJCOG) and Airport Land Use Commission (ALUC): The comment letter, dated September 29, 2022, states that SJCOG, acting as the ALUC, finds that the proposed project is compatible with the 2018 Stockton Metropolitan Airport Land Use Compatibility Plan (ALUCP) and includes standards and project design conditions that comply with the ALUC requirements. These comments are attached to the Consolidated Conditions of Approval (Attachment 7).



- California Department of Transportation (Caltrans): The comment letter, dated July 5, 2022, includes comments related to the preparation of the Transportation Analysis Report, including, but not limited to: operational analysis and 95<sup>th</sup> percentile queue for both northbound and southbound ramp intersections at I-5, providing Synchro/Simtraffic electronic files to Caltrans, coordinating with Caltrans on traffic volumes used in the analysis, and trip generation and inclusion of Vehicle Miles Traveled (VMT). These comments were transmitted to the CEQA Consultant, De Novo Planning Group, for inclusion in the Transportation Analysis Report, prepared by Fehr and Peers.
- San Joaquin County Environmental Health Department (EHD): The comment letter, dated July 24, 2022, includes EHD conditions regarding the review of food facility plans and permitting requirements, and addressing requirements with respect to well abandonment, geotechnical drilling, and hazardous materials/waste handling. These comments are attached to the Consolidated Conditions of Approval (Attachment 7).
- San Joaquin County Development Services Division. The comment letter, dated June 29, 2022, includes comments on the proposed annexation and realignment of S. Manthey Road.
- San Joaquin Air Pollution Control District (SJVAPCD): The comment letter, dated June 30, 2022, includes: a description of the Air District's Rules and Regulations, comments related to project's construction and operational emissions, and a recommendation for the project to include a Health Risk Assessment (HRA) and Ambient Air Quality Analysis. The Environmental Impact Report includes an Air Quality, Greenhouse Gas, and Energy Modeling analysis as well as a Health Risk Assessment.
- South San Joaquin Irrigation District (SSJID): The comment letter, dated June 22, 2022 states that there does not appear to be any District facilities located within the proposed project site.

Public Notice

A Notice of Public Hearing was advertised in the Manteca Bulletin on June 25, 2024. Staff also mailed the public hearing notice on June 25, 2024 to notify property owners located within a 300-foot radius from the Singh Petroleum Project boundary. In addition, the Public Notice was emailed to the City's Public Hearing subscribers and interested parties on June 25, 2024 and posted at 3 locations accessible to the public.

Additional opportunities for the public to comment on the proposed project included multiple periods during the environmental review process (i.e., Notice of Preparation, Notice of Availability, public scoping meeting, notices in the Manteca Bulletin, and notices related to the Planning Commission and City Council meetings).

**CEQA REVIEW:**

Serving as the Lead Agency, the City of Lathrop contracted with the professional environmental consulting firm of De Novo Planning Group to prepare an Environmental Impact Report (EIR) to examine the potentially significant environmental effects of the proposed development that could occur as a result of implementation of the Singh Petroleum Project.

On January 11, 2023, the City of Lathrop held a duly noticed public scoping meeting as part of the Notice of Preparation (NOP) process to receive public comments that would be considered in the Draft Environmental Impact Report (DEIR). The Public Review Period for the NOP was from December 22, 2022 through January 20, 2023.

The Notice of Availability (NOA) for the DEIR was published on February 7, 2024, as part of the public review mandated by the California Environmental Quality Act (CEQA). The Public Review Period was from February 7, 2024 through March 25, 2024 (45-day review). The DEIR is attached to this Staff Report as Attachment 14.

Based on verbal and written comments received during that period, the Final Environmental Impact Report (FEIR) was prepared and completed in May, 2024 and is attached to this Staff Report as Attachment 13. With the completion of the FEIR for the Singh Petroleum Project, the project is now moving forward with public hearing review and consideration before the Planning Commission and City Council. The two completed environmental documents, consisting of the DEIR and FEIR, make up and are referred to as the project EIR.

The EIR documents have identified potentially significant environmental effects in the areas of Air Quality, Biological Resources, Cultural and Tribal Resources, Geology and Soils, Hazards and Hazardous Materials, Noise, Transportation and Circulation.

Summary of Environmental Impacts

As described in detail in Section III of the CEQA Findings, the following significant and unavoidable impacts could occur with implementation of the Project:

**Air Quality – Project Operation Could Conflict with or Obstruct Implementation of the District’s Air Quality Plan**

The proposed project would require a General Plan Amendment to the City’s Land Use Map to change land uses on the project site. Changes to the Land Use Map would include changing the General Plan Land Use Designation for APN: 191-250-06 from Agricultural/General (A/G) (County) to Freeway Commercial (FC) (City). However, most of the Project site is already designated FC, which the project would be consistent with. Therefore, the proposed project, which involves the development of regional travel serving uses, is consistent with the majority of the project site’s existing General Plan Land Use Designation. Overall, the proposed project is not anticipated to conflict with or obstruct implementation of the Air Quality Attainment Plan (AQAP). However, since a portion of the project would require a General Plan Amendment, this impact is considered to be significant and unavoidable.

**Air Quality – The Proposed Project Could Expose Sensitive Receptors to Substantial Pollutant Concentrations**

The proposed project, in and of itself, could not result in a significant increased exposure to localized concentrations of Toxic Air Contaminants (TACs) for the residential located at 11401 Manthey Road. Further detail is provided in the Health Risk Assessment provided in Appendix A.3 of the Draft EIR. Given the project’s estimated 0.74 tons per year of particulate matter, the total PM<sub>0.1</sub> generated by the project is estimated to be approximately 0.08 tons per year (163 pounds/year) This is equivalent to 0.45 lbs./day of PM<sub>0.1</sub>, the quantity estimated is considered small relative to thresholds established for other particulate matter. From an incremental health perspective, this level of ultrafine particulates (UFPs) generated by the project would not be substantial. As such, the project would not result in substantial UFP emission that may affect nearby receptors. Nevertheless, TACs generated by the proposed project would exceed the applicable residential cancer risk. This impact is significant and unavoidable.

**Air Quality – Cumulative Impact on Region’s Air Quality**

Under buildout conditions in the San Joaquin County, the San Joaquin Air Basin (SJVAB) would continue to experience increases in criteria pollutants and efforts to improve air quality throughout the basin would be hindered. As described in Section 3.3 of the Draft EIR, San Joaquin County has a national designation of either Unclassified or Attainment for all criteria pollutants except for Ozone and PM<sub>2.5</sub>. Table 3.3-2 in Section 3.3 of the Draft EIR presents the State and Federal attainment status for San Joaquin County.

As noted in Section 3.3 of the Draft EIR, the maximum cancer risk would occur at a residence located at 11401 Manthey Road, located directly adjacent to the project site to the south, would have a residential cancer risk of approximately 28.6 per million.

The maximum workplace cancer risk would occur within the central portion of the project site, located around the gasoline pumps, with a maximum risk of up to approximately 5.9 per million (at the location of maximum workplace cancer risk). Although the workplace cancer risk would be below the applicable SJVAPCD threshold, the residential cancer risk would be above this threshold.

As shown in Table 3.3-15 in Section 3-3 of the Draft EIR, the proposed project, in and of itself, could not result in a significant increased exposure of receptors to localized concentrations of TACs for the residence located at 11401 Manthey Road. Further detail is provided in the Health Risk Assessment provided in Appendix A.3 of the Draft EIR. Therefore, implementation of the proposed project is considered to have a potential to cause a significant and unavoidable impact relative to this topic. The project's contribution to this significant impact would be cumulatively considerable.

The adverse effects listed above, and described in detail in Section III of the Findings of Fact / Statement of Overriding Considerations, are substantive issues of concern to the City. However, the City of Lathrop has a General Plan that provides for an array of land uses throughout the City that are intended to accommodate the City's needs for growth over the foreseeable future. The proposed project has been designated with land uses that are intended to generate jobs and tax revenue for the City, while providing freeway commercial opportunities. The proposed project would provide an increase in local jobs that could be filled by the citizens of Lathrop, which could reduce the number of citizens commuting to areas outside of the City. Implementation of the proposed project would provide job growth to the area. It is anticipated that local employment would be increased to provide administrative, management, automotive mechanical, and technical services. The proposed project is expected to require both full-time and part-time employees. Additionally, development of the project would provide short-term employment opportunities within the construction, engineering, and design field, among others.

Additionally, the proposed project would generate tax revenue that the City would not otherwise benefit from if the project was not developed. The job creating uses, additional employment opportunities, and tax benefits discussed above would ultimately improve the quality of life in the City of Lathrop.

Based on the entire record and the EIR, the economic and social benefits of the Project in Lathrop appear to outweigh and override any significant unavoidable environmental effects that would result from future Project implementation as more fully described in in Section III, Findings and Recommendations Regarding Significant and Unavoidable Impacts in the Findings of Fact / Statement of Overriding Considerations (Attachment 15).

Any environmental detriment caused by the proposed project has been minimized to the extent feasible through the mitigation measures identified herein, and where mitigation is not feasible, has been outweighed and counterbalanced by the significant social, environmental, and land use benefits to be generated to the region.

Comments on the EIR

Seven (7) comment letters were received on the DEIR. Under CEQA, a Final EIR is comprised of the Draft EIR and the comments and responses thereto pursuant CEQA Guidelines Sections 15132 and 15362. The Final SEIR has been prepared that provides responses to those comments and concerns received in writing during the public review period from various agencies and the public. As noted above, the Final EIR is attached to this Staff Report as Attachment 13.

Assembly Bill 52

On January 22, 2021, the City sent letters to the tribes on the Native American Contact List that the City received from the NAHC pursuant to Public Resources Code Section 21080.3.1. These letters notified the tribes on the Assembly Bill 52 (AB 52) of the City's intent to prepare the CEQA compliance documents for the proposed project and to provide the tribe(s) with the opportunity to consult with the City regarding the potential impacts to Tribal Cultural Resources, as defined in Section 21074 of the Public Resources Code. Although the specific details of the consultation are confidential pursuant to California law, the City held one consultation meeting with the Northern Valley Yokuts Tribe to discuss the project. No further comments were received related to the project.

**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:

1. Adopt a Resolution Certifying the Final Environmental Impact Report (FEIR) (SCH# 2022120596), CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Measures/Monitoring Plan for the Singh Petroleum Project;
2. Adopt a Resolution Approving a General Plan Amendment of APN: 191-250-06 to FC, Freeway Commercial;
3. Introduce and Conduct First Reading of an Ordinance for Zoning Map Amendment related to the Pre-Zoning of the Subject Annexation Area;
4. Adopt a Resolution to Approve a Conditional Use Permit and Site Plan Review for the Development of a Travel Plaza on the Subject Properties; and
5. Adopt a Resolution to Direct Staff to File an Application with the San Joaquin Local Agency Formation Commission for the Annexation of 22.42-acres.

**CITY MANAGERS REPORT  
JULY 8, 2024 CITY COUNCIL REGULAR MEETING  
SINGH PETROLEUM PROJECT**

**PAGE 22**

**FISCAL IMPACT:**


All application processing fees and costs are charged to the applicant. The request has no fiscal impact to the City.

**ATTACHMENTS:**

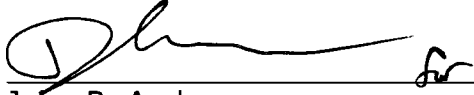
1. Resolution Certifying the Singh Petroleum Final EIR (SCH# 2022120596), with CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Measures/Monitoring Plan
2. Resolution to Approve a General Plan Amendment to FC, Freeway Commercial (GPA-20-60)
3. Ordinance Adopting Amendments to the Zoning Map related to the Singh Petroleum Project (REZ-20-61)
4. Resolution to Approve a Conditional Use Permit and Site Plan Review for the Singh Petroleum Project (CUP-20-62 and SPR-20-63)
5. Resolution to Direct Staff to File an Application with the San Joaquin Local Agency Formation Commission for the Annexation of 22.42-acres (ANX-20-64)
6. Vicinity Map of 11293 S Manthey Rd and 169 W Manila Rd (APN 191-250-06 and APN 191-250-14)
7. Consolidated Conditions of Approval for the Singh Petroleum Project, dated May 15, 2024 including the Mitigation Monitoring and Reporting Program
8. Site Plan for Phase 1 and Phase 2, prepared by Wong Engineers, dated April 17, 2023
9. Architecture and Landscape Plans, prepared by MHA Design Services, dated March 29, 2023
10. General Plan Amendment Exhibit
11. Pre-Zoning Exhibit
12. Annexation Description and Boundary Map
13. Singh Petroleum Project – Final EIR, dated May 2024
14. Singh Petroleum Project – Draft EIR, dated February 2024
15. CEQA Findings of Fact and Statement of Overriding Considerations, May 2024
16. Planning Commission Resolution Nos. 24-6, 24-7, 24-8, 24-9, and 24-10
17. Letter from Mr. Douglas J. Rishwain representing Elisa J. Aquino, dated June 4, 2024.

**CITY MANAGERS REPORT  
JULY 8, 2024 CITY COUNCIL REGULAR MEETING  
SINGH PETROLEUM PROJECT**

**APPROVALS:**

  
\_\_\_\_\_  
David Niskanen  
Contract Planner

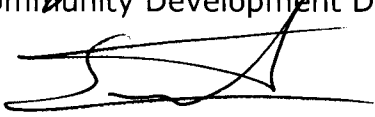
6/12/2024  
Date

  
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John B. Anderson  
Contract Planner

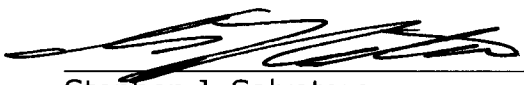
6/12/2024  
Date

  
\_\_\_\_\_  
Rick Caquiat  
Community Development Director

6/12/24  
Date

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

6-12-2024  
Date

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

6.14.24  
Date



**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (SCH #2022120596), CEQA FINDINGS OF FACT, STATEMENT OF OVERRIDING CONSIDERATIONS AND MITIGATION MEASURES/MONITORING PLAN FOR THE SINGH PETROLEUM PROJECT (FILE NO. GPA-20-60, REZ-20-61, CUP-20-62, SPR-20-63, AND ANX-20-64)**

**WHEREAS**, the Singh Petroleum Project includes General Plan Amendment No. GPA-20-60, Pre-Zone No. REZ-20-61, Conditional Use Permit No. CUP-20-62, Site Plan Review No. SPR-20-63, and Annexation No. ANX-20-64; and

**WHEREAS**, the proposed project includes the development of regional travel serving uses constructed in 2 phases consisting of gas and diesel facilities for passenger and commercial vehicles, a 16,668 sq. ft. travel center building that includes a convenience market, driver amenities, and 2 Quick Service Restaurants (QSR) with 1 drive-through, a 13,846 sq. ft. 4-bay full service truck and automobile repair facility, and off-street parking for motorists and commercial truck operators on a combined 19.63-acre project site; and

**WHEREAS**, the properties are located at 169 W. Manila Road and 11296 S. Manthey Road (APNs: 191-250-06 and 191-250-14, respectively); and

**WHEREAS**, on January 22, 2021, the City sent letters to the tribes on the Native American Contact list that the City received from the Native American Heritage Commission pursuant to Public Resources Code Section 21080.3.1; and

**WHEREAS**, the City held one Consultation meeting with the Northern Valley Yokuts tribe to discuss the project and the City closed the consultation on October 27, 2021. No further written or oral comments were received relating to the project; and

**WHEREAS**, a Notice of Preparation for the Singh Petroleum Project was mailed to all responsible agencies and submitted to the State Clearinghouse on December 22, 2023, pursuant to Public Resources Code Section 21080.4 and CEQA Guidelines Section 15082; and

**WHEREAS**, a Draft Environmental Impact Report (DEIR) for the Singh Petroleum Project was prepared in accordance with Public Resources Code Section 21000 et. seq. and CEQA Guidelines 15000 et. seq.; and

**WHEREAS**, in accordance with Public Resources Section 21000 et. seq. and CEQA Guidelines Section 15000 et. seq., the City of Lathrop prepared and circulated for a 45-day public review period the DEIR for the Singh Petroleum Project, beginning on February 7, 2024 and ending on March 25, 2024, that evaluated potential environmental effects of the proposed Singh Petroleum Project; and

**WHEREAS**, a notice inviting comments on the DEIR was given in compliance with CEQA Guidelines Section 15085; and

**WHEREAS**, the City of Lathrop received seven (7) written comments on the DEIR and responses to those comments were prepared in the form of the Final Environmental Impact Report (FEIR), dated May 2024 (incorporated by reference herein); and

**WHEREAS**, pursuant to Public Resources Code Section 21092.5, the City of Lathrop provided notice regarding the availability of the FEIR and circulated the proposed responses to public agencies submitting comments on the DEIR; and

**WHEREAS**, the City Council has independently reviewed and analyzed the Final Environmental Impact Report for the Singh Petroleum Project and considered the information contained therein and all comments, written and oral, received at the public hearing on the FEIR prior to approving this resolution; and

**WHEREAS**, the City Council reviewed the FEIR prepared for the Singh Petroleum Project, City Staff Reports pertaining to the DEIR and FEIR, and all evidence received at the duly noticed Public Hearing. All these documents and evidence herein incorporated by reference into this Resolution; and

**WHEREAS**, the FEIR identified certain significant and potentially significant adverse effects on the environment caused by the Singh Petroleum Project. It is the intent of the City Council that the mitigation measures contained in the EIR are implementation measures for the development of the Singh Petroleum Project; and

**WHEREAS**, the City is required whenever possible, pursuant to CEQA, to adopt all feasible measures or feasible project alternatives that can substantially lessen or avoid any significant effects. A Mitigation Monitoring Reporting Program (MMRP) has been prepared for the Singh Petroleum Project; and

**WHEREAS**, the City is required, when approving a project for which an EIR has been prepared to 1) make findings with regard to the disposition of each significant impact, and if significant unavoidable impacts remain after mitigation, to 2) identify overriding considerations explaining why the City will continue to move ahead with the project; and

**WHEREAS**, the City Council desires, in accordance with CEQA, to declare that, despite the occurrence of significant environmental effects that cannot be substantially lessened or avoided through the adoption of feasible mitigation measures or feasible alternatives, there exist certain overriding economic, social and other considerations for approving the Singh Petroleum Project, that the City Council believes justify the occurrence of those impacts; and

**WHEREAS**, the City of Lathrop Planning Commission held a duly noticed public hearing on May 15, 2024, to consider the Final Environmental Impact Report (FEIR) (SCH #2022120596), CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Measures/Monitoring Plan (MMRP) prepared for the Singh Petroleum Project and after reviewing and considering all information provided and submitted, and after taking and considering all public testimony adopted Resolution No. 24-6 recommending City Council certification of the FEIR; and

**WHEREAS**, proper notice of this Public Meeting was given in all respects as required by law including the publishing of a legal notice of the hearing in the Manteca Bulletin on or about June 25, 2024, mailed the public notice to notify property owners located within a 300-foot radius from the project site boundary, emailed the City's Public Hearing subscribers and interested parties and posted at three locations accessible to the public and the City website; and

**WHEREAS**, the City Council has utilized its own independent judgement in adopting this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lathrop does hereby make the following findings:

Section 1. The City Council has independently reviewed and analyzed the Final Environmental Impact Report for the Singh Petroleum Project and considered the information contained therein and all comments, written and oral, received at the public hearing on the FEIR prior to approving this Resolution.

Section 2. The FEIR identified certain significant and potentially significant adverse effects on the environment caused by the Singh Petroleum Project. It is the intent of the City Council that the mitigation measures contained in the FEIR are implementation measures for the development of the Singh Petroleum Project.

Section 3. The City Council desires, in accordance with CEQA, to declare that, despite the occurrence of significant environmental effects that cannot be substantially lessened or avoided through the adoption of feasible mitigation measures or feasible alternatives, there exist certain overriding economic, social and other considerations for approving the Singh Petroleum Project, that the City Council believes justify the occurrence of those impacts.

**BE IT FURTHER RESOLVED** that the City Council of the City of Lathrop based on findings included herein, and based on substantial evidence in the administrative record of proceedings, hereby certify the Final Environmental Impact Report (consisting of the DEIR and FEIR) (SCH #2022120596) prepared for the Singh Petroleum Project, including the "CEQA Findings of Fact and Statement of Overriding Considerations", as referenced in the City Council Staff Report as Attachment 15 and subject to the "Mitigation Monitoring Reporting Program (MMRP), as referenced in the City Council Staff Report as Attachment 7.

The foregoing resolution was passed and adopted this 8<sup>th</sup> day of July 2024 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

**SIGNED:**

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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

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
ADOPTING A GENERAL PLAN AMENDMENT TO THE GENERAL PLAN LAND  
USE MAP FOR THE SINGH PETROLEUM PROJECT (GPA-20-60)**

**WHEREAS**, the Singh Petroleum Project includes General Plan Amendment No. GPA-20-60, Pre-Zone No. REZ-20-61, Conditional Use Permit No. CUP-20-62, Site Plan Review No. SPR-20-63, and Annexation No. ANX-20-64; and

**WHEREAS**, the proposed project includes the development of regional travel serving uses constructed in 2 phases consisting of gas and diesel facilities for passenger and commercial vehicles, a 16,668 sq. ft. travel center building that includes a convenience market, driver amenities, and 2 Quick Service Restaurants (QSR) with 1 drive-through, a 13,846 sq. ft. 4-bay full service truck and automobile repair facility, and off-street parking for motorists and commercial truck operators on a combined 19.63-acre project site; and

**WHEREAS**, the properties are located at 169 W. Manila Road and 11296 S. Manthey Road (APNs: 191-250-06 and 191-250-14, respectively); and

**WHEREAS**, Section 65358 of the California Government Code provides for process to amend all or part of an adopted General Plan; and

**WHEREAS**, the City has complied with the requirements of the Government Code (Government Code Section 65300 et. seq.), the current State of California General Plan Guidelines, and the City's applicable ordinances and resolutions with respect to approval of the Singh Petroleum Project General Plan Amendment (GPA); and

**WHEREAS**, pursuant to Government Code Section 65090, notice of the City Council hearing was published in accordance with State law in at least one newspaper of general circulation within the City of Lathrop at least ten calendar days before the City Council's public hearing; and

**WHEREAS**, before adoption of the GPA, the City Council independently reviewed and considered all written evidence and oral testimony presented to date, including the Environmental Impact Report (consisting of the DEIR and FEIR) prepared for the Singh Petroleum Project and associated entitlements, City staff reports and all information received at the duly noticed public hearings; all of these documents and evidence of which are incorporated herein by reference; and

**WHEREAS**, before adoption of the GPA, the City Council reviewed and considered the information contained in the FEIR for the Singh Petroleum Project (SCH #2022120596), and finds that the mitigation measures identified in the FEIR have been imposed on and incorporated in the Singh Petroleum Project which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such change can and should be adopted by such other agency, and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated; and

**WHEREAS**, before the adoption of the GPA, the City Council adopted a Resolution Certifying the Final Environmental Impact Report (Final EIR) (SCH #2022120596), CEQA Findings of Fact, Statement of Overriding Considerations and Mitigation Measures/Monitoring Plan for the Singh Petroleum Project in accordance with the California Environmental Quality Act (CEQA); and

**WHEREAS**, the proposed GPA is an amendment to the adopted 2022 Lathrop General Plan, which was adopted on September 19, 2022; and

**WHEREAS**, the proposed GPA consists of amendments to the City of Lathrop General Plan Land Use Map, as shown in Attachment 10 of the City Council Staff Report incorporated by reference herein; and

**WHEREAS**, notice of the proposed GPA was provided pursuant to California Government Code Section 65352.3 and 65352.4 (General Plan review by California Native American tribes). Notice was mailed out to California Native American tribes on a list provided by the California Native American Heritage Commission (NAHC) on January 22, 2021; and

**WHEREAS**, no written or oral comments were received relating to the proposed General Plan Amendment for the Singh Petroleum Project; and

**WHEREAS**, State Planning Law and the Lathrop Municipal Code require the Planning Commission to provide a recommendation for a General Plan Amendment to the City Council by Resolution; and

**WHEREAS**, the City of Lathrop Planning Commission held a duly noticed public hearing on May 15, 2024, to consider the General Plan Amendment and after reviewing and considering all information provided and submitted, and after taking and considering all public testimony adopted Resolution No. 24-7, recommending City Council approval of the proposed General Plan Amendment; and

**WHEREAS**, proper notice of this public hearing was given in all respects as required by law including the publishing of a legal notice of the hearing in the Manteca Bulletin on or about June 25, 2024, mailed the public notice to notify property owners located within a 300-foot radius from the project site boundary, emailed the City's Public Hearing subscribers and interested parties and posted at three locations accessible to the public and the City website; and

**WHEREAS**, no written or oral comments were received relating to the proposed General Plan Amendment for the Singh Petroleum project; and

**WHEREAS**, the City Council has utilized its own independent judgement in adopting this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lathrop does hereby make the following findings:

Section 1. This Resolution incorporates, and by this reference makes a part hereof, that certain GPA, as shown in Attachment 10 of the City Council Staff Report, relative to the proposed development of the Singh Petroleum Project.

Section 2. General Plan Amendment Findings. The City Council finds and determines as follows:

1. The proposed GPA would amend the General Plan Land Use Map adopted September 19, 2022, as amended through 2024, to reflect the proposed Singh Petroleum Project land uses.
2. The proposed GPA is in the public interest of the people of the City of Lathrop as set for in more detail in the Statement of Overriding Considerations in the CEQA Resolution, herein incorporated by reference.
3. The proposed GPA would implement the following Policies contained in the General Plan in support of the proposed land use designations:
  - a. *"Policy LU-1.1: Support a full spectrum of conveniently located residential, commercial, industrial, public, and quasi-public uses that support business development, regional transportation objectives and the livability of residential neighborhoods."*  
The proposed project includes the development of commercial retail space which would support business development within the City of Lathrop by providing regional transportation facilities.
  - b. *"Policy LU-1.9: Promote equitable land use patterns to provide all residents in all neighborhoods access to community amenities and transportation choices, and increase safety for walking and biking."*  
The project provides amenities to residents which support all transportation choices, such as a full scale and commercial service facilities. One of the project's objectives is to provide visitor-serving facilities that maximize the benefits of the project site's proximity to I-5 and thereby minimize traffic generation on local streets by visitors exiting and reentering the freeway.

By minimizing traffic generated on local streets, conflicts between truck and automobile traffic and walkers and bikers is reduced.

- c. *"Policy LU-3.1: Support regional efforts that promote higher densities and intensities near major transit and travel facilities, and reduce regional vehicle miles traveled by supporting active modes of transportation including walking, biking, and public transit."*

The project site is designed for freeway commercial land uses in the City's General Plan. The project would result in development of freeway supporting uses (i.e., travel center and gasoline facilities) adjacent to I-5, which is a major travel facility.

- d. *"Policy LU-3.4: Promote logical City boundaries and work with surrounding jurisdictions to encourage complementary uses. Specifically, work with the City of Manteca and San Joaquin County to ensure development of complementary and compatible uses adjacent to Lathrop."*

The project site is located in the portion of the City adjacent to I-5 and will create a logical extension of City's boundary. The site has been anticipated for development of the City's boundary. The site has been anticipated for development of freeway commercial uses as part of the City's General Plan and would result in the development of freeway supporting uses (i.e., travel center and gasoline facilities) adjacent to I-5, which is a major travel facility.

- e. *"Policy LU-5.1: Require new development to be compatible and complementary to existing development. Where appropriate and feasible, promote connections between neighborhoods and services and facilities."*

The project is a new development which is compatible with the surrounding land uses. Existing freeway commercial and industrial uses are located directly across I-5 from the project site. The proposed commercial uses would be constructed in a similar form and scale as the existing freeway commercial, retail, and service uses within the City of Lathrop.

- f. *"Policy LU-5.6: In considering land use change requests, consider factors such as compatibility with surrounding uses in terms of privacy, noise, and changes in traffic levels."*

The project includes buffer areas and screening from adjacent uses along the perimeter of the project site.



- g. *"Policy LU-6.1: Capitalize on Lathrop's location within the Central Valley, proximity to major metropolitan areas, and regional transportation facilities."*

The proposed project is considered small-scale and would provide jobs and local revenue for the City. The proposed project would generate employment and tax-generating businesses which would support economic diversity of the City. Additionally, the project site is located near existing I-5 for the transportation of goods that support business development and serve regional transportation. The project would result in development of freeway supporting uses (i.e., travel center and gasoline facilities) adjacent to I-5, which is a regional transportation facility.

- h. *"Policy LU-7.4: Ensure that new urban uses which are proposed adjacent to lands designated for agricultural uses include adequate buffers to reduce land use conflicts and nuisance impacts to sensitive receptors."*

The proposed project provides landscaping buffers between the southern and western portions of the project site and existing agricultural operations located to the south and west.

The 7.5-foot deep retention pond along the western boundary measures approximately 60-feet from the western boundary line and the retention basin to the southwestern corner measures approximately 266-feet from the southern boundary line. Together, the retention ponds provide sufficient buffer to protect the agricultural operations from the impacts of the development of the project site, as buffers typically are 5 to 10 feet, according to Chapter 17.92, Landscaping and Screening, requirements of the Lathrop Municipal Code. Phase 2 of the project involves landscaping buffers to the north of the project site, along the northern project boundary. This includes a 10-foot width landscaping strip along the northern project boundary in order to buffer project uses from adjacent agricultural uses and would reduce adverse effects on neighboring agricultural uses.

Section 3. Upon adoption by the City Council, the Community Development Director is hereby directed to retain said GPA on permanent display in the Community Development Department of the City of Lathrop.

Section 4. Based on the findings set forth in this Resolution, the CEQA Resolution, and the evidence in the Staff Report, the City Council hereby adopt the General Plan Land Use Map Amendment, as illustrated and incorporated by reference as Attachment 10 of the City Council Staff Report.

**BE IT FURTHER RESOLVED** that the City Council of the City of Lathrop, based on substantial evidence in the administrative record of proceedings, its above findings, including the staff report and associated attachments, pursuant to its independent review and consideration, does hereby adopt the General Plan Land Use Map Amendment, as illustrated and incorporated by reference as Attachment 10 of the City Council Staff Report.

The foregoing resolution was passed and adopted this 8<sup>th</sup> day of July 2024 by the following vote of the City Council, to wit:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

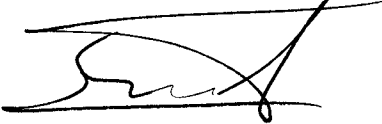
**SIGNED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**ORDINANCE NO. 24-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING THE LATHROP ZONING MAP TO PREZONE THE PROPERTIES IN THE SINGH PETROLEUM PROJECT AREA (REZ-20-61)**

**WHEREAS**, the Singh Petroleum Project includes General Plan Amendment No. GPA-20-60, Pre-Zone No. REZ-20-61, Conditional Use Permit No. CUP-20-62, Site Plan Review No. SPR-20-63, and Annexation No. ANX-20-64; and

**WHEREAS**, the proposed project includes the development of regional travel serving uses constructed in 2 phases consisting of gas and diesel facilities for passenger and commercial vehicles, a 16,668 sq. ft. travel center building that includes a convenience market, driver amenities, and 2 Quick Service Restaurants (QSR) with 1 drive-through, a 13,846 sq. ft. 4-bay full service truck and automobile repair facility, and off-street parking for motorists and commercial truck operators on a combined 19.63-acre project site; and

**WHEREAS**, the properties are located at 169 W. Manila Road and 11296 S. Manthey Road (APNs: 191-250-06 and 191-250-14, respectively); and

**WHEREAS**, the Singh Petroleum Project requires an amendment to the Lathrop Zoning Map in order to be consistent with and to implement the Lathrop General Plan; and

**WHEREAS**, before approval of the Ordinance, the City Council independently reviewed and considered all written evidence and oral testimony presented to date, including the Environmental Impact Report (consisting of the DEIR and FEIR) prepared for the Singh Petroleum Project and associated entitlements, City staff reports and all information received at the duly noticed public hearings; all of these documents and evidence of which are incorporated herein by reference; and

**WHEREAS**, before approval of the Ordinance, the City Council reviewed and considered the information contained in the FEIR for the Singh Petroleum Project (SCH #2022120596), and finds that the mitigation measures identified in the FEIR have been imposed on and incorporated in the Singh Petroleum Project which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such change can and should be adopted by such other agency, and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated; and

**WHEREAS**, before approval of the Ordinance, the City Council adopted a Resolution Certifying the Final Environmental Impact Report (Final EIR) (SCH #2022120596), CEQA Findings of Fact, Statement of Overriding Considerations and Mitigation Measures/Monitoring Plan for the Singh Petroleum Project in accordance with the California Environmental Quality Act (CEQA); and

**WHEREAS**, the City of Lathrop Planning Commission held a duly noticed public hearing on May 15, 2024, to consider the PreZone and after reviewing and considering all information provided and submitted, and after taking and considering all public testimony adopted Resolution No. 24-8, recommending the City Council approval of the proposed Ordinance; and

**WHEREAS**, the City Council finds that the pre-zoning of the project site to Highway Commercial (CH) Zoning classification is consistent with the Lathrop General Plan Land Use Designation of Freeway Commercial (FC); and

**WHEREAS**, proper notice of this public hearing was given in all respects as required by law including the publishing of a legal notice of the hearing in the Manteca Bulletin on or about June 25, 2024, mailed the public notice to notify property owners located within a 300-foot radius from the project site boundary, emailed the City's Public Hearing subscribers and interested parties and posted at three locations accessible to the public and the City website; and

**WHEREAS**, the City Council has utilized its own independent judgement in adopting this Ordinance.

**NOW, THEREFORE, BE RESOLVED** that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its own independent review and consideration, hereby approves the Zoning Map Amendments, as shown in Attachment 11 of the City Council Staff Report and incorporated by reference herein.

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

Section 1. This Ordinance incorporates, and by this reference makes part hereof, that certain Zoning Map Amendments, as shown in Attachment 11 of the City Council Staff Report, relative to the proposed development of the Singh Petroleum Project.

Section 2. Zoning Amendment Findings. Pursuant to Chapter 17.124 of the City of Lathrop Municipal Code, the City Council finds and determines as follows:

1. The proposed pre-zoning of the project site to the Highway Commercial (CH) Zoning classification is consistent with the objectives, policies, principles, standards and general land use as specified in the City's General Plan, as amended by the Singh Petroleum Project General Plan Amendment. The proposed pre-zoning for the Singh Petroleum Project to provide zoning standards to allow for urban development consistent with the Freeway Commercial (FC) General Plan Land Use Designation.

2. The proposed pre-zoning of the project site to the Highway Commercial (CH) Zoning classification is consistent with the purpose and objectives of the City of Lathrop zoning ordinance because 1) the amendment provides a zoning classification that guides development of highway commercial uses, of which the Singh Petroleum Project is consistent with and consistent with the Lathrop General Plan; 2) it fosters the wholesome, serviceable and attractive living environment; 3) prevents excessive population densities and overcrowding of land with structures; 4) promotes safe, effective traffic circulation and adequate off-street parking and loading facilities; 5) promotes appropriately located commercial activities in order to preserve and strengthen the city's economic base; 6) enhance real property values and the city's natural assets; 7) ensure unimpeded development of such new urban expansion that is logical, desirable and in conformance with the objectives and policies of the General Plan; and 8) provides and protects open space in accordance with the policies of the General Plan.

Section 3. Upon adoption by the City Council, the Community Development Director is hereby directed to retain said Lathrop Zoning Map, as modified by the proposed related Amendments, on permanent public display in the Community Development Department, Planning Division in the City of Lathrop.

Section 4. Based on the set forth in this Ordinance, the CEQA Resolution, and evidence in the Staff Report, the City Council hereby approves the proposed Ordinance implementing the suggested amendment to the Lathrop Zoning Map. This document shall be substantially in the form on file with the City Clerk.

Section 5. This Ordinance is not intended to and shall not be construed or given effect in the 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 for civil liability for damages, except as otherwise imposed by law.

Section 6. Severability. If any section, subsequent subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

Section 7. Effective Date. This Ordinance shall take legal effect 30 days from and after the date of its passage.

Section 8. Publication. Within fifteen days of the adoption of this Ordinance, the City Clerk shall cause a copy of this Ordinance to be published in full accordance with Section 36933 of the Government Code.

**THIS ORDINANCE** was regularly introduced at a meeting of the City Council of the City of Lathrop on the 8<sup>th</sup> day of July 2024, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on \_\_\_\_\_, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:


ABSENT:

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

ATTEST:

APPROVED AS TO FORM:

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

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

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A CONDITIONAL USE PERMIT AND SITE PLAN REVIEW FOR THE SINGH PETROLEUM PROJECT (CUP-20-62 AND SPR-20-63)**

**WHEREAS**, the City of Lathrop City Council held a duly noticed public hearing to consider the Conditional Use Permit and Site Plan review pursuant to the Lathrop Municipal Code; and

**WHEREAS**, the request is for approval of a Conditional Use Permit and Site Plan Review to allow for the development of regional travel serving uses constructed in 2 phases consisting of gas and diesel facilities for passenger and commercial vehicles, a 16,668 sq. ft. travel center building that includes a convenience market, driver amenities, and 2 Quick Service Restaurants (QSR) with 1 drive-through, a 13,846 sq. ft. 4-bay full service truck and automobile repair facility, and off-street parking for motorists and commercial truck operators on a combined 19.63-acre project site; and

**WHEREAS**, the properties are located at 169 W. Manila Road and 11296 S. Manthey Road (APNs: 191-250-06 and 191-250-14, respectively); and

**WHEREAS**, prior to the approval of the Project, the City Council independently reviewed and considered all written evidence and oral testimony presented to date, including the Environmental Impact Report (consisting of the DEIR and FEIR) prepared for the Singh Petroleum Project and associated entitlements, City staff reports and all information received at the duly noticed public hearings; all of these documents and evidence of which are incorporated herein by reference; and

**WHEREAS**, prior to the approval of the Project, the City Council reviewed and considered the information contained in the FEIR for the Singh Petroleum Project (SCH #2022120596), and finds that the mitigation measures identified in the FEIR have been imposed on and incorporated in the Singh Petroleum Project which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such change can and should be adopted by such other agency, and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated; and

**WHEREAS**, prior to the approval of the Project, the City Council a Resolution Certifying the Final Environmental Impact Report (Final EIR) (SCH #2022120596), CEQA Findings of Fact, Statement of Overriding Considerations and Mitigation Measures/Monitoring Plan for the Singh Petroleum Project; and



**WHEREAS**, the City Council finds that the proposed Project is consistent with the Freeway Commercial (FC) land use goals and policies of the City of Lathrop General Plan and is also consistent with the development standards for the CH, Highway Commercial Zoning District; and

**WHEREAS**, the City of Lathrop Planning Commission held a duly noticed public hearing on May 15, 2024, to consider the General Plan Amendment and after reviewing and considering all information provided and submitted, and after taking and considering all public testimony adopted Resolution No. 24-9, recommending City Council approval of the proposed Conditional Use Permit and Site Plan Review; and

**WHEREAS**, proper notice of this public hearing was given in all respects as required by law including the publishing of a legal notice of the hearing in the Manteca Bulletin on or about June 25, 2024, mailed the public notice to notify property owners located within a 300-foot radius from the project site boundary, emailed the City's Public Hearing subscribers and interested parties and posted at three locations accessible to the public and the City website; and

**WHEREAS**, the City Council has utilized its own independent judgement in adopting this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lathrop does hereby make the following findings:

Section 1. Conditional Use Permit Findings. Pursuant to Section 17.112.060 of the Lathrop Municipal Code (LMC), the City Council finds as follows:

- a. That there are circumstances or conditions applicable to the land, structure or use which makes the granting of a use permit necessary for the preservation and enjoyment of a substantial property right. *The proposed Project is consistent with the CH, Highway Commercial Zoning District development standards, including but not limited to building height, setbacks, landscaping, off-street parking requirements, and architectural design.*
- b. That the proposed location of the conditional use is in accordance with the objectives of the zoning code and the purposes of the district in which the site is located. *The proposed Project is located at the southwest corner of Roth Road and S. Manthey Road, a location that is designed for freeway commercial uses in the City's General Plan. The proposed Project results in the development of freeway supporting uses (i.e., travel center and gasoline facilities) adjacent to I-5, which is a major travel facility.*

- c. That the proposed use will comply with each of the applicable provisions of the LMC, as amended. *As noted above and as described in the Staff Report, the proposed Project is a permitted use in the CH, Highway Commercial Zoning District and is consistent with the applicable provisions in the LMC, including landscaping and screening requirements.*

Section 2. Site Plan Review Findings. Pursuant to Section 17.100.050 of the Lathrop Municipal Code (LMC), the City Council finds as follows:

- a. The proposed Site Plan Review complies with all applicable provisions of Chapter 17.100;
- b. The proposed Site Plan Review is consistent with the site improvements listed in Chapter 17.100 (a. through i.) and improvements are such that traffic congestion is avoided and pedestrian and vehicular safety and welfare are protected and there will not be adverse effects on surrounding properties;
- c. Proposed lighting for the project area is so arranged as to deflect away from adjoining properties; and
- d. The proposed Site Plan Review is compatible with surrounding land uses and will not be detrimental to the health, safety and general welfare of the City as further evaluated in the Final EIR. Mitigation Measures identified in the Final EIR have been imposed on and incorporated in the Singh Petroleum Project which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such change can and should be adopted by such other agency, that specific economic, social and other considerations make infeasible the project alternatives that would avoid or mitigate the environmental impacts and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated.

Section 3. Based on the findings set forth in this Resolution and the evidence in the Staff Report, the City Council hereby approves Conditional Use Permit No. CUP-20-62 and Site Plan Review No. SPR-20-63 subject to the Consolidated Conditions of Approval as illustrated and incorporated by reference as Attachment 7 of the City Council Staff Report and the project plans provided in Attachments 8 and 9 of the City Council Staff Report.

**BE IT FURTHER RESOLVED** that the City Council of the City of Lathrop, based on substantial evidence in the administrative record of proceedings, its above findings, including the staff report and associated attachments, pursuant to its independent review and consideration, does hereby approve Conditional Use Permit No. CUP-20-62 and Site Plan Review No. SPR-20-63, subject to the Consolidated Conditions of Approval listed in Attachment 7 and on the project plans provided in Attachments 8 and 9 of the City Council Staff Report, incorporated by reference herein.

The foregoing resolution was passed and adopted this 8<sup>th</sup> day of July 2024 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

**SIGNED:**

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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

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AUTHORIZE CITY STAFF TO SUBMIT AN APPLICATION FOR ANNEXATION OF THE SINGH PETROLEUM PROJECT AREA (ANX-20-64)**

**WHEREAS**, the Singh Petroleum Project includes General Plan Amendment No. GPA-20-60, Pre-Zone No. REZ-20-61, Conditional Use Permit No. CUP-20-62, Site Plan Review No. SPR-20-63, and Annexation No. ANX-20-64; and

**WHEREAS**, the proposed project includes the development of regional travel serving uses constructed in 2 phases consisting of gas and diesel facilities for passenger and commercial vehicles, a 16,668 sq. ft. travel center building that includes a convenience market, driver amenities, and 2 Quick Service Restaurants (QSR) with 1 drive-through, a 13,846 sq. ft. 4-bay full service truck and automobile repair facility, and off-street parking for motorists and commercial truck operators on a combined 19.63-acre project site; and

**WHEREAS**, the City of Lathrop City Council held a duly noticed public hearing on July 8, 2024, to consider Annexation of the Singh Petroleum Project area, a total Annexation area of 22.42-acres; and

**WHEREAS**, before adoption of the Annexation, the City Council independently reviewed and considered all written evidence and oral testimony presented to date, including the Environmental Impact Report (consisting of the DEIR and FEIR) prepared for the Singh Petroleum Project and associated entitlements, City staff reports and all information received at the duly noticed public hearings; all of these documents and evidence of which are incorporated herein by reference; and

**WHEREAS**, before adoption of the Annexation, the City Council reviewed and considered the information contained in the FEIR for the Singh Petroleum Project (SCH #2022120596), and finds that the mitigation measures identified in the FEIR have been imposed on and incorporated in the Singh Petroleum Project which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such change can and should be adopted by such other agency, and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated; and

**WHEREAS**, before the adoption of the Annexation, the City Council adopted a Resolution Certifying the Final Environmental Impact Report (Final EIR) (SCH #2022120596), CEQA Findings of Fact, Statement of Overriding Considerations and Mitigation Measures/Monitoring Plan for the Singh Petroleum Project in accordance with the California Environmental Quality Act (CEQA); and

**WHEREAS**, prior to adoption of the Annexation relating to the Singh Petroleum Project, the City Council has independently reviewed and considered all written evidence and oral testimony presented to date, City staff reports and all information received at the duly noticed public hearing, all of these documents and evidence of which are incorporated here by reference; and

**WHEREAS**, the City Council finds the 22.42-acre Annexation to be consistent with the adopted 2022 Lathrop General Plan, which was adopted on September 19, 2022; and

**WHEREAS**, the annexation area is a logical extension of the City's boundary, utilities, and City services can serve the property, and no unincorporated county "island" will be created; and

**WHEREAS**, the San Joaquin Local Agency Formation Commission (LAFCO) approved the City of Lathrop Municipal Service Review (MSR) and Sphere of Influence (SOI) Update on September 8, 2022 via LAFCO Resolution No. 1488 and 1489, respectively; and

**WHEREAS**, the 22.42-acre Annexation area is located within the City's existing SOI 10-year Horizon Area, as illustrated in the City of Lathrop MSR and SOI Update Figure 2-6 (Proposed SOI 10-Year Horizon); and

**WHEREAS**, the City of Lathrop Planning Commission held a duly noticed public hearing on May 15, 2024, to consider the Annexation and after reviewing and considering all information provided and submitted, and after taking and considering all public testimony adopted Resolution No. 24-7, recommending City Council approval of the proposed General Plan Amendment; and

**WHEREAS**, proper notice of this public hearing was given in all respects as required by law including the publishing of a legal notice of the hearing in the Manteca Bulletin on or about June 25, 2024, mailed the public notice to notify property owners located within a 300-foot radius from the project site boundary, emailed the City's Public Hearing subscribers and interested parties and posted at three locations accessible to the public and the City website; and

**WHEREAS**, the City Council has utilized its own independent judgement in adopting this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lathrop, based on substantial evidence in the administrative record of proceedings, its above findings, including the staff report and associated attachments, pursuant to its independent review and consideration, does hereby approve the Annexation of the 22.42-acres of land as described above and authorize City staff to submit an annexation application with the San Joaquin Local Agency Formation Commission. The annexation boundary as described in this Resolution is further described in Attachment 12 of the City Council Staff Report, incorporated herein by reference.

The foregoing resolution was passed and adopted this 8<sup>th</sup> day of July 2024 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

**SIGNED:**

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Sonny Dhaliwal, Mayor

**ATTEST:**

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Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**



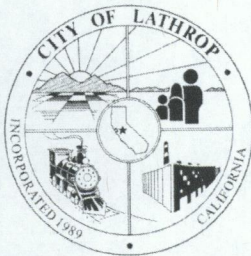
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Salvador Navarrete, City Attorney

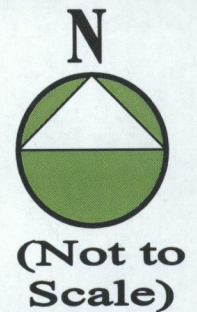




PLANNING DIVISION  
Vicinity Map



**GPA-20-60, REZ-20-61, CUP-20-62, SPR-20-63, and ANX-20-64**  
**Singh Petroleum Investments, Inc.**  
**11293 S. Manthey Road and 169 W. Manila Road**  
**APNs: 191-250-06 and 191-250-14**





Community Development Department – Planning Division

Consolidated Conditions of Approval

May 15, 2024

**Project Name:** Singh Petroleum Project  
**File Numbers:** General Plan Amendment No. GPA-20-60, Prezone No. REZ-20-61, Conditional Use Permit No. CUP-20-62, Site Plan Review No. SPR-20-63, and Annexation No. ANX-20-64  
**Project Address:** 169 W. Manila Road and 11293 S. Manthey Road (APNs: 191-250-06 and 191-250-14)

*The following list of conditions shall be incorporated into the final construction plans and development phases of the project. The list of conditions are not intended to be all-inclusive or a comprehensive listing of all City or district regulations. Please note that additional comments and/or conditions may be added pending the response to the comments noted below and/or changes to the proposed project. The following comments and conditions of approval are based on the application and diagrams dated March and April, 2023.*

**PROJECT DESCRIPTION**

Approval of this project authorizes the annexation and development of a full service Travel Plaza on a 22.42-acre site, located west of I-5 at the southwest corner of Roth Road and Manthey Road. The proposed project will be developed in two (2) phases. Phase 1 will include passenger and commercial truck access to Manthey Road in its current alignment (parallel to Interstate 5) and extension of Roth Road to the west (half-street) to serve the proposed project. Phase 2 will accommodate the new alignment of Manthey Road to the west and access to Manthey Road in its current alignment will be removed and replaced with a cul-de-sac. Access in Phase 2 will be provided via Roth Road and the new alignment of Manthey Road. The project will include the development of a 16,668 sq. ft. building that will include a retail convenience store, laundry facility, restroom facilities, two (2) Quick Service Restaurants (one with a drive-through), office space, and seating area for patrons to dine, a 13,846 sq. ft. full service 4-bay truck and automobile repair shop, two (2) dog run area enclosed with metal fences, and off-street parking for automobiles and commercial trucks and trailers.

**CEQA DETERMINATION**

An Environmental Impact Report (EIR) with Mitigation Measures specific to the development of the Singh Petroleum Investments Project was prepared in compliance with the California Environmental Quality Act (CEQA) (SCH #2022120596). The Draft and Final EIR and associated Findings of Fact, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program (MMRP), are incorporated by reference into this list of Conditions of Approval (attached).

## **PLANNING**

1. The Conditional Use Permit (CUP-20-62) and Site Plan Review (SPR-20-63) shall not be in effect until formal annexation by the San Joaquin Local Agency Formation Commission (SJ LAFCO) (formal annexation shall mean approval by the SJ LAFCO and issuance of the Certificate of Completion).
2. The applicant and/or developer may opt to develop the entire project without phasing.
3. The applicant and/or developer of the project shall comply with, and provide for, the recommended mitigation measures identified in the Singh Petroleum Investments Environmental Impact Report (EIR) (SCH# 2022120596). The Mitigation Monitoring and Reporting Program (MMRP) is incorporated by reference into this list of conditions (attached).
4. Dog runs shall include but not limited to pet waste bag dispenser(s) and trash receptacle(s).
5. The 4-bay shop building employee break area shall include but not limited to seating, shade structures, trash receptacles, and landscaping.
6. The applicant shall extend the noise barrier at the southern boundary of the project south by approximately 150 ft. to adequately screen the above ground tanks and commercial truck and trailer off-street parking spaces.
7. With the exception of parking and storage of truck cabs and truck trailers, outdoor storage is prohibited.
8. On-site fencing shall be maintained and in good working order for the life of the project. Any damage and/or wear-and-tear to the fencing shall be repaired by the applicant/property owner in a timely manner to the satisfaction of the City.
9. Prior to any ground disturbance, the project shall consult with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) for biological coverage, mitigation and participation in the plan. Participation in the SJMSCP satisfies requirements of both the State and Federal endangered species acts, and ensures that the impacts are mitigated below a level of significance in compliance with the California Environmental Quality Act (CEQA).
10. The applicant shall coordinate with the San Joaquin Valley Air Pollution Control District to comply with District rules and regulation including but not limited to Rule 9510, Indirect Source Review. The applicant shall provide proof of compliance prior to building permit issuance.
11. The project shall comply with all applicable site development provisions contained in the Lathrop Municipal Code (LMC) including but not limited to parking, lighting, landscaping, etc.
12. All areas not used for structures, parking, driveways, walkways, or other hardscape shall be landscaped and maintained by the property owner per Section 17.92.030(A)(1) of the Lathrop Municipal Code to the satisfaction of the City.
13. The applicant shall submit appropriate plans to the Community Development Department for plan check and building permit. Final site plan, elevation, landscaping and irrigation, exterior lighting and site improvement plans and details, etc. shall be reviewed and approved by the Planning Division. Any significant change or modification to the approved plan is subject to review and approval by the Community Development Director.

14. Landscaping and irrigation must be consistent with the City's Water Conservation Requirements (LMC 17.92.060) and the State Water Efficient Landscape Ordinance (AB 1881). The applicant shall include with the landscape and irrigation plan a water efficient landscape worksheet with water budget calculations identifying the water allowance and estimated water use.
15. The applicant/property owner shall ensure the entire site including landscaping areas shall be maintained in a healthy, weed free condition to the satisfaction of the City.
16. Trash enclosure(s) shall include but not be limited to a covered roof, metal gate and have three solid walls. Details and/or alternative designs or location shall be subject to review and approval of the Planning, Building, and Public Works Department. The trash enclosure design, material and color shall match or compliment the main building.
17. It shall be the responsibility of the applicant/property owner to ensure that any building or parking area lighting including security lighting associated with the project, be arranged so as to not cast light onto adjoining properties.
18. A final site lighting photometric plan with detailed specifications of all lighting fixtures, poles, and wall packs as well as a manufacture's catalog sheet containing photometric data, shall be submitted with Building Permits for City review and approval. Parking lots, driveways, trash enclosure/areas shall be illuminated during the hours of darkness with a minimum maintained one foot-candle of light and an average not to exceed four foot-candles of light. The illumination shall not exceed ten (10) foot-candles in any one location. The photometric plan shall include night rendering of the project.
19. No signs are approved for this project. For any exterior signs desired for the project, a separate sign permit application shall be submitted to the Planning Division for review and approval prior to installation. All signage must be in accordance with the applicable standards of the Lathrop Municipal Code.
20. Bicycle parking shall be installed consistent with Chapter 17.76.120 of the LMC.
21. Roof-mounted mechanical equipment shall be screened and not visible from the public right-of-way. Screening materials shall be compatible with the architectural style, materials and color of the building upon which the equipment is located, subject to the approval of the Community Development Director or designee.
22. Ground-mounted equipment that is not required to be visible, such as above ground gasoline and diesel tanks, shall be screened and not visible from the public right-of-way by using the most practical means of screening, such as landscaping, a freestanding wall/fence, matching paint, subject to approval of the Community Development Director or designee.
23. Unless otherwise specified, all conditions of approval shall be complied with prior to the issuance of any Building Permits.
24. CUP-20-62 and SPR-20-63 shall expire thirty-six (36) months from the date of the formal annexation, as defined in Condition of Approval #1 (Planning), by the San Joaquin Local Agency Formation Commission (SJ LAFCo) approval unless:
  - a. All necessary building permits have been secured and remain in force.
  - b. All necessary permits from other agencies have been secured and remain in force.
  - c. An applicant request for one (1) extension of up to twelve (12) months if submitted to the Planning Division prior to the permit expiration date.

25. In the event clarification is required for an interpretation of these Conditions of Approval, the Community Development Director and City Engineer shall have the authority either to administratively clarify the intent and wording of these Conditions of Approval without the requirement of a public hearing or to refer questions regarding the interpretation of these Conditions of Approval to the Planning Commission. If the applicant takes issue with the clarification provided administratively, the applicant shall have the right to appeal the administrative clarification to the Planning Commission. The Community Development Director and City Engineer shall also have the authority to make minor modifications to these conditions provided a request is made in writing by the applicant and it is determined such modifications are consistent with and in furtherance of the underlying intent of the condition being modified.
26. The City of Lathrop may conduct annual and or spot inspections to ensure that compliance with the required site improvements and conditions are being maintained.

**BUILDING**

1. All construction associated with this project shall comply with the most recent adopted City and State building codes.
2. Special Inspections – As indicated by California Building Code Section 1704, the property owner/developer shall employ one or more special inspectors who shall provide special inspections when required by CBC section 1704. The property owner/developer shall contact the Building Department at time of plan submittal to obtain application for special inspections.
3. The Title Sheet of the plans shall include:
 

Occupancy Group	Type of Construction
Occupant Load	Height of Building
Description of Use	Floor area of building(s) by occupancy group
Area Analysis	Code Used
4. The property owner/developer shall be responsible for payment of school impact fees prior to the issuance of a building permit.
5. Dimensioned building setbacks and property lines, street centerlines and distances between buildings and structures shall be provided on the project site plan.
6. The project shall be designed to conform with energy conservation measures articulated in Title 24 of the California Code of Regulations and address measures to reduce energy consumption such as flow restrictors for toilets, low consumption light fixtures, and insulation and shall use to the extent feasible draught landscaping.
7. All property lines and easements shall be shown on the site plan. A statement shall be provided that indicates such lines and easements are shown is required.
8. Public and private site improvements shall be designed in accordance with the Americans with Disabilities Act and Chapter 11 of the California Building Code. The site plan shall include a site accessibility plan identifying exterior routes of travel and detailing running slope, cross slope, width, pedestrian ramp, curb ramps, handrails, signage and truncated domes. The path of travel shall be provided from the public right of way and accessible parking to building. The design professional shall ensure that the site accessibility plan is in compliance with the latest Federal and State regulations. A site accessibility plan shall be required per the attached policy from the link below: [https://www.ci.lathrop.ca.us/sites/default/files/fileattachments/building\\_division/page/24708/site\\_accessibility\\_plan\\_requirements.pdf](https://www.ci.lathrop.ca.us/sites/default/files/fileattachments/building_division/page/24708/site_accessibility_plan_requirements.pdf)

9. At the time of building permit application submittal a design professional shall be required to prepare the formal construction plans for proposed improvements per the Business and Professions' Code.
10. Grading and Site Improvement permits from Public Works may be required separately from the accessibility plan in compliance with item 8.

## **PUBLIC WORKS**

1. Traffic
  - a. The applicant shall coordinate with the City of Lathrop Public Works Department to construct the fourth (west) leg of the Manthey Road / Roth Road intersection and modify the intersection from a side-street stop controlled to an all-way stop controlled intersection.
  - b. The applicant shall coordinate with the City of Lathrop Public Works Department to ensure access and egress from the existing driveway / house located directly south of the proposed full access driveway on the current alignment of Manthey Road is maintained and adequate site distance is provided.
  - c. The applicant shall preserve right-of-way along the future Manthey Road re-alignment. The driveways on Manthey Road and Roth Road shall be designed to provide visibility to eliminate potential hazards to pedestrians and adjacent parcels / homes. The design of the driveways shall be reviewed and approved by the Director of Engineering/City Engineer.
  - d. The applicant shall work with the City to refine the design of the re-aligned ultimate Manthey Road to provide a precise plan including the following:
    - i. One southbound through travel lane;
    - ii. One 150-foot southbound left-turn lane;
    - iii. One northbound through travel lane;
    - iv. One northbound shared through / right-turn lane;
    - v. One westbound left-turn lane;
    - vi. One westbound right-turn lane; and
    - vii. One southbound refuge / acceleration lane for vehicles (cars and trucks) exiting the project site and making a left-turn onto southbound Manthey Road.
2. Frontage Improvements
  - a. The applicant shall be required to install full frontage improvements along all frontages of the parcel being developed or improved. Frontage improvements shall include but are not limited to curb, gutter, sidewalk, street lights, hydrants, asphalt concrete paving, striping, driveways, and landscaping. The applicant shall submit the off-site plans for approval along with the applicable plan check and inspection fees.
  - b. The applicant shall underground all existing and new overhead utilities on both sides of the frontage street in compliance with the Lathrop Municipal Code. Overhead power lines in excess of 34.5 KVA are not required to be undergrounded.
  - c. The applicant shall submit an encroachment permit for all work within the public right-of-way and City owned or controlled property.

- d. The applicant shall dedicate all right-of-way (ROW) necessary for the ultimate ROW width of the portions of Roth Road and Manthey Road that are within the boundaries applicant's property. Applicant shall pursue acquisition of the portion of Manthey Road ROW that is not within the boundaries of applicant's property. A 10-foot public utility easement (PUE) shall also be dedicated along all ROW frontages.
  - e. The applicant shall construct Roth Road from the I5 southbound off ramp to the intersection with the ultimate alignment of Manthey road to include the following:
    - i. 7.5 foot sidewalk on the south side only
    - ii. 8 foot bike lane on the south side only
    - iii. One 12 foot eastbound lane
    - iv. One 12 foot westbound lane
    - v. One eastbound right turn lane at the I5 southbound on ramp
  - f. The applicant shall construct Manthey Road in the alignment of the approved Precise Plan to include the following:
    - i. 7.5 foot sidewalks on the east side only
    - ii. 8 foot bike lanes on both sides
    - iii. 12 foot travel lanes on both sides
    - iv. 12 foot buffer/two way left turn lane
    - v. Northbound right turn lane at Roth Road
    - vi. Southbound left turn lane into the project driveway
    - vii. Northbound right turn lane into the project driveway
    - viii. Abandonment of portions of Manila Road and Old Manthey Road
    - ix. Connector roads from Manthey Road to Manila Road
  - g. The applicant shall be eligible for credit and/or reimbursement for the Roth Road and Manthey Road improvements upon acceptance by the City and in accordance with Section 3.22 of the Lathrop Municipal Code.
3. Potable Water
- a. The applicant shall be required to connect to the water utility for domestic supply prior to certificate of occupancy.
  - b. All existing groundwater wells on site shall be abandoned under a permit from San Joaquin County prior to connecting City potable water to the site.
  - c. The applicant shall secure sufficient water capacity for the project and pay all connection fees and reimbursements prior to issuance of the first building permit.
  - d. The closest City water main for connection is located at the intersection of Roth Road and Harlan Road. The applicant shall design the extension of the water main from this location to the Project site to serve the Project as well as other adjacent developments. The applicant shall be responsible for all required permits from Caltrans for the extension of the water main. The applicant shall be eligible for reimbursement of water main costs if the water main benefits other adjacent developments.

4. Sewer

- a. The applicant shall be required to connect to the City sewer system prior to certificate of occupancy for the first building permit within the project.
- b. The applicant shall secure sufficient sewer capacity for the project and pay all connection fees and reimbursements prior to issuance of the first building permit.
- c. All existing on-site wastewater disposal systems shall be abandoned under a permit from San Joaquin County prior to connecting City sewer to the site.
- d. The closest City sewer main for connection is located at the intersection of Roth Road and Harlan Road. The applicant shall design the extension of the sewer main from this location to the Project site to serve the Project as well as other adjacent developments. The applicant shall be responsible for all required permits from Caltrans for the extension of the sewer main. The applicant shall be eligible for reimbursement of water main costs if the water main benefits other adjacent developments.

5. Storm Water

- a. There is currently no storm drain utility available to the Project. The applicant shall retain all storm water onsite in compliance with current City Standard.
- b. The City is working to construct storm drain utility within the new alignment of Harlan Road at Roth Road.
  - i. If Project is constructed prior to the realignment of Harlan Road, the applicant shall install storm drain in Roth Road from the Project site to the future location of the Harlan Road and Roth Road intersection. The City will connect the storm drain to the City system when the realignment of Harlan Road is constructed, at which time the onsite retention basin can be removed and developed.
  - ii. If Project is constructed after the realignment of Harlan Road, the applicant shall install storm drain in Roth Road from the Project site to the existing storm drain utility located at the new Harlan Road and Roth Road intersection.
  - iii. The applicant shall be eligible for reimbursement of storm drain utility costs if the storm drain utility benefits other adjacent developments.
  - iv. The applicant shall be responsible for all required permits from Caltrans for the extension of the storm drain utility.

6. General

- a. The applicant shall retain the services of a California licensed civil engineer to design the project utility plans for sewer, water, storm drain lines and systems.
- b. The applicant shall ensure that all off-site and on-site improvements comply with City Standards.
- c. The applicant shall be required to connect to storm drain utility and pay all applicable connection fees.
- d. All on-site water, sewer, and storm drain systems that are privately owned shall be maintained by the property owner.
- e. Hydrology and hydraulic calculations and plans for on-site storm drainage systems shall be submitted to the City for review and approval.

- f. The applicant shall execute a maintenance agreement for all onsite storm water quality treatment devices, swales, and/or ponds.
- g. The parking areas and drive aisles on site shall be paved with asphalt concrete.
- h. The project shall comply with the Multi-Agency Post Construction Storm Water Manual.
- i. As part of their onsite improvements, the applicant shall install all necessary Best Management Practices (BMP's) for post construction in accordance with City guidelines and standards. The BMP's must be in place prior to final occupancy of the project.
- j. Grading and other construction activities that may cause dust shall be watered to control dust at the City Engineer's direction. A water vehicle shall be available on site for dust control operations at all times during grading operations. The adjacent public street shall be kept free and clean of any project dirt mud, materials, and debris.
- k. The applicant shall pay appropriate fees including, but not limited to, Levee Impact Fee, Capital Facilities Fees, and Plan Check and Inspection Fees.
- l. A geotechnical report shall be submitted for the project, which includes groundwater elevations, percolation rates for retention basins, soil compaction requirements, and recommendations for asphalt paving and concrete. Building PAD certification is required from Geotechnical Engineer and/or Special Inspector.
- m. All water meters shall be installed within the public right of way or public utility easement. The City shall not be the responsible party for maintaining water and sewer lines beyond existing main line stub outs or on private property, unless otherwise agreed to by the City.
- n. The applicant has the option to enter into a reimbursement agreement with the City for construction cost reimbursement of any infrastructure that provides regional benefit.
- o. All improvements shall be designed and constructed per the most current City Standards.
- p. The applicant shall create or participate in a Community Facilities District (CFD) to fund the maintenance of all public infrastructure prior to issuance of the first building permit associated with the project.
- q. If the project is greater than one acre; the applicant shall complete a SWPPP, obtain a WDID number and list the number on the improvement plans, and submit the SWPPP to the City for review and approval.

**LATHROP-MANTECA FIRE DISTRICT (LMFD)**

- 1. The project shall conform to the most currently adopted edition of the California Fire Code and all related standards.
- 2. Permits shall be obtained from the fire code official. Permit(s) and fees, shall be paid prior to issuance of any and/or all permits. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire code official. (Permits are to be renewed on an annual basis).



3. Depending on the proposed Occupancy Type & fire area occupant load, Automatic Fire Sprinklers may be required. In the case where automatic fire sprinkler systems are required, such systems shall comply with California Fire Code Section 903.2 and the Tenant/Occupant/Owner shall have the responsibility to ensure that the correct fire suppressions system is added/modified/tested and accepted by the (AHJ) Fire District for review and approval prior to modification. Deferred submittal accepted.
4. Fire Sprinkler System alterations and plans shall be submitted directly to LMFD.
5. Fire Alarm System upgrades and plans shall be submitted directly to LMFD.
6. A means of Ingress and Egress Plan shall be submitted with the project Tenant Improvement Plans.
7. An approved fire alarm system shall be installed in accordance with CFC §907.2 and NFPA 72.
8. Fire Department Development Impact Fees for all new buildings shall be paid in accordance with the City of Lathrop Municipal Code and Resolutions of the adopted fee schedule.
9. An approved Fire Flow test shall be conducted prior to ground breaking to determine allowable Fire Fighting capabilities for the site.
10. An approved water supply for fire protection, either temporary or permanent, shall be made available prior to commencing construction beyond the foundation stage, or as soon as combustible material arrives on the site.
11. Deferred Plan Submittals for Fire Alarm, Fire Sprinklers and Fire Underground shall be submitted directly to LMFD.
12. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with California Fire Code (CFC) Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). Adequate turnaround shall be provided per City of Lathrop Standards and Appendix D of the 2022 CFC.
13. Where access to the development is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, a key “knox” box is required to be installed in an approved location. The key “knox” box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official. In addition to key “knox” box(es), any automatic gates shall have Opticom access ability to provide necessary access for emergency apparatus.
14. Where a portion of the added street is constructed more than 200 feet (61 meters) from a hydrant on a fire apparatus access road, as measured by an approved route, the developer shall provide an additional fire hydrant and main shall be provided. NOTE: The developer shall provide exact locations and distances of existing hydrants in the area. (CFC Appendix C, and City of Lathrop Water System Standards).
15. The developer shall be responsible for providing approved vehicle access for firefighting to all construction and demolition sites. Vehicle access shall be provided to within 100 feet (30,480 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.

16. The Fire Department Fire Access Roads shall meet the requirements established by the San Joaquin County Fire Chief's Association.
17. The turning radius for his project shall be a minimum of 41 feet for all Emergency Fire Apparatus.
18. Buildings exceed 30 feet in height shall have a minimum unobstructed fire apparatus access width of 26 feet.
19. Commercial cooking equipment that produce grease laden vapors shall be provided with a Type I Hood, in accordance with the California Mechanical Code, and automatic fire extinguishing system that is listed and labeled for its intended use as follows:
  - a. Wet chemical extinguishing system, complying with UL 300
  - b. Carbon dioxide extinguishing systems
  - c. Automatic fire sprinkler systems
20. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 meters) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
21. At LMFD's discretion the proposed project may be subject to other fire & life safety requirements at the time of building plan review.
22. Final approval is subject to field inspections. A minimum 48 to 72-hour notice is required prior to any life-safety fire inspections. Other conditions may apply at time of inspections and are subject to correction.

**LATHROP POLICE DEPARTMENT (LPD)**

1. The applicant shall paint the address on the roof top for each individual building. The numbers shall be at least 3 feet tall, 2 feet wide, 9 inches apart, with 6-inch brush stroke with a color that contrast the roof top, top of numbers/letters should point north.
2. The applicant shall install dedicated lights in the parking lot that are properly maintained including the drive access.
3. The applicant shall install an indoor and outdoor recording security camera system that shall be maintained by the property owner and accessible to LPD with camera views covering all ingress and egress to all building(s) and parking areas. The quantity and location shall be reviewed and approved by LPD prior to issuance of an occupancy permit.
4. Where access to the development is restricted because of secured openings or where immediate access is necessary for life-saving or emergency purposes, a key "knox" box is required to be installed in an approved location. The key "knox" box shall be of an approved type and shall contain keys to gain necessary access as required by the police chief. In addition to key "knox" box(es), any automatic gates shall have Opticom access ability to provide necessary access for emergency vehicles.
5. The proposed landscaping for this project shall conform to the following CPTED measurements:
  - a. Maintain natural visible surveillance to building from parking lot and street.
  - b. Plants taller than 8 feet shall be trimmed up to 4 feet from ground.
  - c. Plans under 8 feet shall be trimmed to allow ground level surveillance.

**ADMINISTRATIVE SERVICES**

1. By exercising this approval, the applicant hereby agrees to indemnify, hold harmless and defend the City, its officers, agents, elected and appointed officials, and employees, from any and all liability or claims that may be brought against the City arising out of its approval of this Site Plan Review and Conditional Use Permit to the fullest extent permitted by law.

## ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

I have read, understand and acknowledge the Conditions of Approval dated May 15, 2024 and the Mitigation Monitoring and Reporting Program for the Singh Petroleum Project.

DocuSigned by:  
*Gurbinder Mangat*  
BBA36796AFBB498  
Signature of Applicant(s)

Gurbinder Mangat  
Print Applicant(s) Name

05/08/2024  
Date

**AIRPORT LAND USE COMMISSION COMMENTS, DATED SEPTEMBER 29, 2022**



# SAN JOAQUIN COUNCIL OF GOVERNMENTS

555 E. Weber Avenue • Stockton, California 95202 • P 209.235.0600 • F 209.235.0438 • www.sjcog.org

September 29, 2022

David Niskanen  
Community Development Department  
390 Town Centre Drive,  
Lathrop, CA 95330

*Robert Rickman*  
CHAIR

*David Bellinger*  
VICE-CHAIR

*Diane Nguyen*  
EXECUTIVE DIRECTOR

*Member Agencies*  
CITIES OF  
ESCALON,  
LATHROP,  
LODI,  
MANTECA,  
RIPON,  
STOCKTON,  
TRACY,  
AND  
THE COUNTY OF SAN  
JOAQUIN

**Re: GPA-20-60, REZ-20-61, CUP-20-62, SPR-20-63, ANX-20-64;**

Dear David Niskanen,

The San Joaquin Council of Governments (SJCOCG), acting as the Airport Land Use Commission (ALUC), has reviewed an application for a full service travel plaza on a 20.8-acre site, located west of I-5 at the south west corner of Roth Road and Manthey Road. Phase 1 will include passenger and commercial truck access to Manthey Road in its current alignment (parallel to I-5) and extension of Roth Road to the west (half-street) to serve the proposed project. Stormwater will be retained onsite, with a retention basin located along the southwestern portion of the project site.

## **AIRPORT LAND USE COMMISSION’S REVIEW**

This project is in the Stockton Metropolitan Airport Influence Area (AIA).

SJCOCG, as ALUC, finds that this project is compatible with the 2018 Stockton Metropolitan Airport Land Use Compatibility Plan (ALUCP) (<https://www.sjcog.org/ALUC>).

SJCOCG would like to provide standards and project design conditions that comply with the Airport Land Use Compatibility Plan as a reference guide. *Note: Jurisdictions determine if the following standards and conditions apply to this project.*

1. New land uses that may cause visual, electronic, or increased bird strike hazards to aircraft in flight shall not be permitted within any airport’s influence area. Specific characteristics to be avoided include:
  - a. Glare or distracting lights which could be mistaken for airport lights. Reflective materials are not permitted to be used in structures or signs (excluding traffic directing signs).
  - b. Sources of dust, steam, or smoke which may impair pilot visibility.
  - c. Sources of electrical interference with aircraft communications or navigation. No transmissions which would interfere with aircraft radio communications or navigational signals are permitted.

David Niskanen  
Page 2 of 2  
9/29/22

- d. Occupied structures must be soundproofed to reduce interior noise to 45 decibel (dB) according to State guidelines.
  - e. Within the airport's influence area, ALUC review is required for any proposed object taller than 100 feet above ground level (AGL).
2. Regardless of location within San Joaquin County, ALUC review is required in addition to Federal Aviation Administration (FAA) notification in accordance with Code of Federal Regulations, Part 77, (<https://oeaaa.faa.gov/oeaaa/external/portal.jsp>) for any proposal for construction or alteration under the following conditions:
- a. If requested by the FAA.
  - b. Any construction or alteration that is more than 200 ft. AGL at its site.
  - c. Any construction or alteration that exceeds an imaginary surface extending outward and upward at any of the following slopes:
    - i. 100 to 1 for a horizontal distance of 20,000 ft. of a public use or military airport from any point on the runway of each airport with its longest runway more than 3,200 ft.
    - ii. 50 to 1 for a horizontal distance of 10,000 ft. of a public use or military airport from any point on the runway of each airport with its longest runway no more than 3,200 ft.
    - iii. 25 to 1 for a horizontal distance of 5,000 ft. of the nearest takeoff and landing area of a public use heliport
  - d. Any highway, railroad or other traverse way whose prescribed adjusted height would exceed the above noted standards
  - e. Any construction or alteration located on a public use airport or heliport regardless of height or location.

Thank you again for the opportunity to comment. Please contact ALUC staff Isaiah Anderson (209-235-0452 or [ianderson@sjcog.org](mailto:ianderson@sjcog.org)) if you have any questions or comments.

Sincerely,

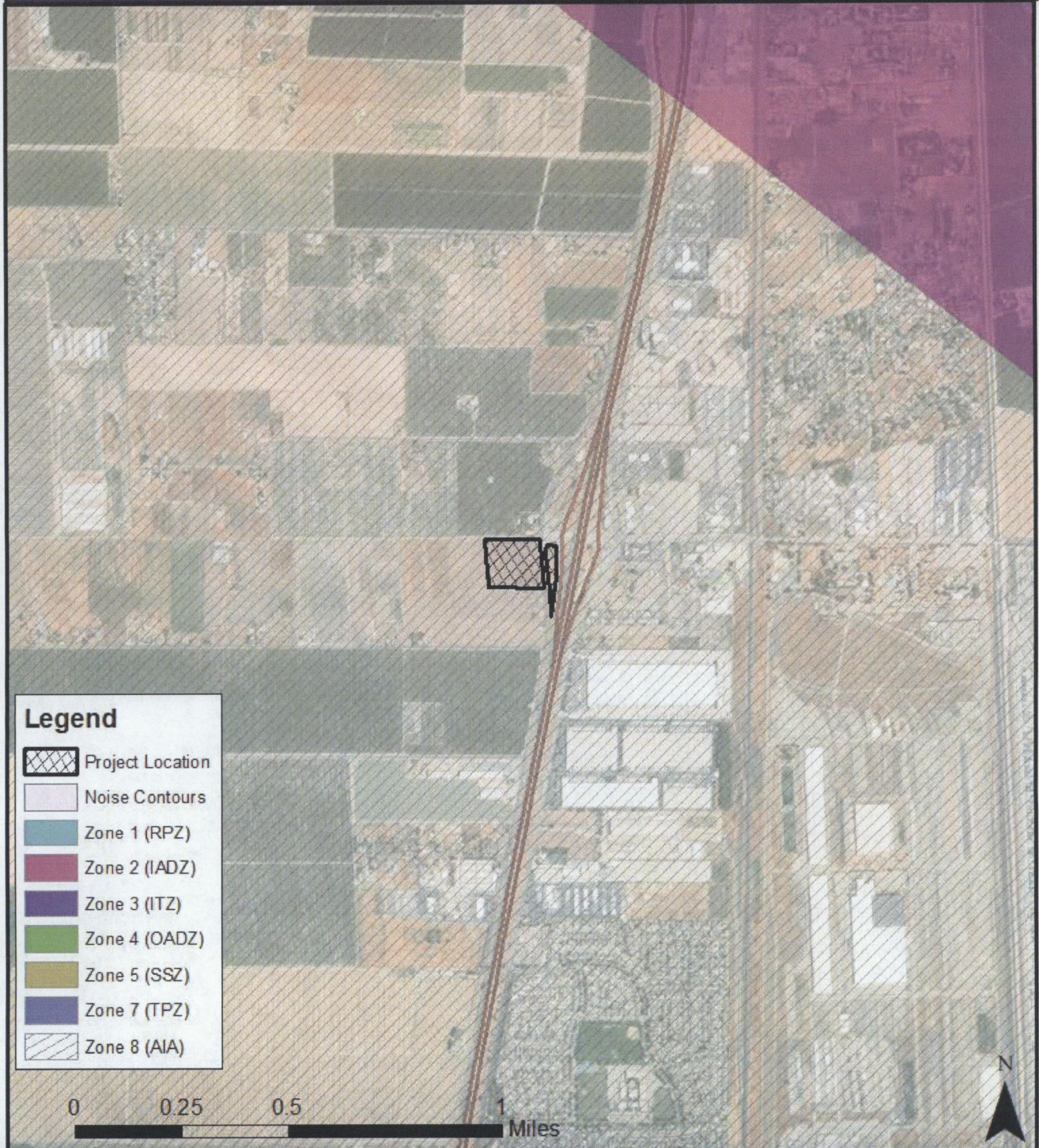
*Timothy Kohaya*

Timothy Kohaya  
Senior Regional Planner














# AIRPORT LAND USE CONSISTENCY REVIEW



**Legend**

-  Project Location
-  Noise Contours
-  Zone 1 (RPZ)
-  Zone 2 (IADZ)
-  Zone 3 (ITZ)
-  Zone 4 (OADZ)
-  Zone 5 (SSZ)
-  Zone 7 (TPZ)
-  Zone 8 (AIA)

PERMIT NUMBER / PROJECT TITLE: Singh Petroleum Travel Plaza  
ADDRESS: 11293 S. Manthey Road & 169 W. Manilla Road  
APN: 191-250-14 and -06  
AIRPORT / "HAZARD TO FLIGHT" Stockton Metropolitan Airport Influence Area



**SAN JOAQUIN COUNTY ENVIRONMENTAL HEALTH DEPARTMENT COMMENTS,  
DATED JUNE 24, 2022**



## Environmental Health Department

**Jasjit Kang, REHS, Director**

*Muniappa Naidu, REHS, Assistant Director*

### PROGRAM COORDINATORS

Robert McClellon, REHS

Jeff Carruesco, REHS, RDI

Willy Ng, REHS

Michael Kith, REHS

Steven Shih, REHS

Michelle Henry, REHS

Elena Manzo, REHS

June 24, 2022

To: City of Lathrop Community Development Department Planning Division  
Attention: David Niskanen

From: Aldara Salinas; 209-616-3019  
Environmental Health Specialist

*JW*

RE: **GPA-20-60, REZ-20-61, CUP-20-63, ANX-20-64, Referral, SU0014987**  
**11293 S. Manthey Rd. and 169 W. Manila Rd., Lathrop**

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The San Joaquin County Environmental Health Department (EHD) recommends the following conditions as a part of developing this project:

1. Submit two (2) hardcopy sets, or one (1) electronic version, of food facility plans to the Environmental Health Department for review and approval prior to issuance of building permit(s) (California Retail Food Code, Article 1, 114380). The fee will be based on the current schedule at the time of payment.
2. A valid permit from EHD is required prior to operating food facility (California Retail Food Code, Chapter 13, Article 1, Section 14381).
3. Written Confirmation is required from the Public Works Department that improvements have been constructed or financial arrangements have been made for any improvements for public sewer required by the agency. In addition, written confirmation from the Public Works Department that the agency has or will have the sewer capacity to serve the development is also required (San Joaquin County Development Title, Section 9-1100.3).
4. Open, pump, and backfill the septic tank, seepage pit or excavation under permit and inspection by the Environmental Health Department (San Joaquin County Development Title, Section 9-1110.3 & 9-1110.4). Please refer to EHD Septic Permit # 68-548.
5. Destroy the abandoned well(s) under permit and inspection by the Environmental Health Department as required by San Joaquin County Development Title, Section 9-1115.5(e). Agricultural well Permit # 78-364.
6. Any geotechnical drilling shall be conducted under permit and inspection by The Environmental Health Department (San Joaquin County Development Title, Section 9-1115.3 and 9-1115.6).
7. Before any hazardous materials/waste can be stored or used onsite, the owner/operator must report the use or storage of these hazardous materials to the California Environmental Reporting System (CERS) at [cers.calepa.ca.gov/](http://cers.calepa.ca.gov/) and comply with the laws and regulations for the programs listed below (based on quantity of hazardous material in some cases). The applicant may contact the Program Coordinator of the CUPA program, Michelle Henry (209) 468-3454, with any questions.

- a. Any amount but not limited to the following hazardous waste; hazardous material spills, used oil, used oil filters, used oil-contaminated absorbent/debris, waste antifreeze, used batteries or other universal waste, etc. – **Hazardous Waste Program** (Health & Safety Code (HSC) Sections 25404 & 25180 et sec.)
- b. Onsite treatment of hazardous waste – **Hazardous Waste Treatment Tiered Permitting Program** (HSC Sections 25404 & 25200 et sec. & California Code of Regulations (CCR), Title 22, Section 67450.1 et sec.)
- c. Reportable quantities of hazardous materials-reportable quantities are 55 gallons or more of liquids, 500 pounds for solids, or 200 cubic feet for compressed gases, with some exceptions. Carbon dioxide is a regulated substance and is required to be reported as a hazardous material if storing 1,200 cubic feet (137 pounds) or more onsite in San Joaquin County – **Hazardous Materials Business Plan Program** (HSC Sections 25508 & 25500 et sec.)
- d. Any amount of hazardous material stored in an Underground Storage Tank – **Underground Storage Tank Program** (HSC Sections 25286 & 25280 et sec.)
  - i. If an underground storage tank (UST) system will be installed, a permit is required to be submitted to, and approved by, the San Joaquin County Environmental Health Department (EHD) before any UST installation work can begin.
  - ii. Additionally, an EHD UST permit to operate is required once the approved UST system is installed.
- e. Storage of at least 1,320 gallons of petroleum aboveground or any amount of petroleum stored below grade in a vault – **Aboveground Petroleum Storage Program** (HSC Sections 25270.6 & 25270 et sec.)
  - i. **Spill Prevention, Countermeasures and Control (SPCC) Plan requirement**
- f. Threshold quantities of regulated substances stored onsite - **California Accidental Release Prevention (CalARP) Program** (Title 19, Section 2735.4 & HSC Section 25531 et sec.)
  - i. **Risk Management Plan requirement for covered processes**

**MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)**

This document is the Final Mitigation Monitoring and Reporting Program (FMMRP) for the Singh Petroleum Investments (Project). This FMMRP has been prepared pursuant to Section 21081.6 of the California Public Resources Code, which requires public agencies to “adopt a reporting and monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment.” A FMMRP is required for the proposed Specific Plan because the EIR has identified significant adverse impacts, and measures have been identified to mitigate those impacts.

The numbering of the individual mitigation measures follows the numbering sequence as found in the Draft EIR.

#### 4.1 MITIGATION MONITORING AND REPORTING PROGRAM

The FMMRP, as outlined in the following table, describes mitigation timing, monitoring responsibilities, and compliance verification responsibility for all mitigation measures identified in this Final EIR.

The City of Lathrop will be the primary agency responsible for implementing the mitigation measures and will continue to monitor mitigation measures that are required to be implemented during the operation of the Specific Plan.

The FMMRP is presented in tabular form on the following pages. The components of the FMMRP are described briefly below:

- **Mitigation Measures:** The mitigation measures are taken from the Draft EIR in the same order that they appear in that document.
- **Mitigation Timing:** Identifies at which stage of the project mitigation must be completed.
- **Monitoring Responsibility:** Identifies the agency that is responsible for mitigation monitoring.
- **Compliance Verification:** This is a space that is available for the monitor to date and initial when the monitoring or mitigation implementation took place.

## 4.0 MITIGATION MONITORING AND REPORTING PROGRAM

**TABLE 4.0-1: MITIGATION MONITORING AND REPORTING PROGRAM**

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
<b>AIR QUALITY</b>				
Impact 3.3-3: The proposed Project could expose sensitive receptors to substantial pollutant concentrations	<p><b>Mitigation Measure 3.3-1:</b> During Project operation, the proposed Project shall comply with the state anti-idling regulation (13 CCR § 2485 and 13 CCR § 2480), which provides idling restrictions for diesel-fueled commercial vehicles. Therefore, the Project applicant shall post signs throughout the Project site, as appropriate, identifying and/or summarizing the applicable idling limitations consistent with these requirements.</p> <p><b>Mitigation Measure 3.3-2:</b> The Project applicant shall require the assessment and potential installation, as technologically feasible, of particulate matter emission control systems for new large restaurants operating under-fired charbroilers.</p>	<p>City of Lathrop Planning Division</p> <p>City of Lathrop Planning Division</p>	<p>During Project operation</p> <p>Prior to approval of the final Project plans</p>	
<b>BIOLOGICAL RESOURCES</b>				
Impact 3.4-1: The proposed Project would not have a substantial direct or indirect effect on special-status invertebrate species, including through substantial reduction of habitat, substantial reduction of the number or restriction in the range of a listed species, elimination of an animal community, or a drop in population levels below self-sustaining levels	<p><b>Mitigation Measure 3.4-1:</b> The Project applicant shall implement the following measure to avoid or minimize impacts on special-status bumble bees:</p> <p>A qualified biologist(s) shall conduct a preconstruction survey with 7 days of the commencement of work. If special-status bees of any species are observed, they shall be photographed for identification. If construction begins between March 1 and November 1, the ground shall also be searched during the survey for active bumble bee colonies. If bee colonies are identified, these colonies shall be demarcated with a flagged avoidance buffer, as determined by a qualified biologist and shall be avoided during the active season from March 1 through November 1, or until the qualified biologist has determined that the colony is no longer active or until the colony is relocated.</p>	<p>City of Lathrop Planning Division</p> <p>Qualified biologist</p>	<p>Within 7 days of the commencement of work</p>	
Impact 3.4-2: The proposed Project has the potential to have substantial direct or indirect effects on special-status reptile and amphibian species, including through substantial reduction of habitat, substantial reduction of the number or restriction in the range of a listed species, elimination of a reptile or amphibian community, or a drop	<p><b>Mitigation Measure 3.4-2:</b> Prior to commencement of any grading activities, the Project proponent shall obtain coverage under the SJMSCP to mitigate for habitat impacts to covered special status species. Coverage involves compensation for habitat impacts on covered species through implementation of incidental take and minimization Measures (ITMMs) and payment of fees for conversion of lands that may provide habitat for covered special status species. These fees are used to preserve and/or create habitat in preserves to be managed in perpetuity. Obtaining coverage for a Project includes incidental take authorization (permits) under the Endangered Species Act Section 10(a), California Fish and Game Code Section 2081, and the MBTA. Coverage under the SJMSCP would fully mitigate all habitat</p>	<p>City of Lathrop Planning Division</p> <p>SICOG</p>	<p>Prior to commencement of any grading activities</p>	

**MITIGATION MONITORING AND REPORTING PROGRAM 4.0**

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
in population levels below self-sustaining levels	<i>impacts on covered special-status species.</i>			
Impact 3.4-3: The proposed Project has the potential to have substantial direct or indirect effects on special-status bird species, including through substantial reduction of habitat, substantial reduction of the number or restriction in the range of a listed species, elimination of a bird community, or a drop in population levels below self-sustaining levels	<b>Implement Mitigation Measure 3.4-2.</b>	See Mitigation Measure 3.4-2	See Mitigation Measure 3.4-2	
Impact 3.4-4: The proposed Project has the potential for substantial direct or indirect effects on special-status mammal species, including through substantial reduction of habitat, substantial reduction of the number or restriction of the range of a listed species, elimination of a mammal community, or a drop in population levels below self-sustaining levels	<b>Implement Mitigation Measure 3.4-2.</b>	See Mitigation Measure 3.4-2	See Mitigation Measure 3.4-2	
Impact 3.4-10: The proposed Project has the potential to conflict with an adopted Habitat Conservation Plan	<b>Implement Mitigation Measure 3.4-2.</b>	See Mitigation Measure 3.4-2	See Mitigation Measure 3.4-2	
<b>CULTURAL AND TRIBAL RESOURCES</b>				
Impact 3.5-1: Project implementation has the potential to cause a substantial adverse change to a significant historical or archaeological resource, as defined in CEQA Guidelines §15064.5	<b>Mitigation Measure 3.5-1:</b> <i>If subsurface deposits believed to be cultural, historical, archaeological, tribal, and/or human in origin are discovered during construction and/or ground disturbance, all work must halt within a 100-foot radius of the discovery. A Native American Representative from traditionally and culturally affiliated Native American Tribes that requested consultation shall be immediately contacted and invited to assess the significance of the find and make recommendations for further evaluation and treatment, as necessary. If deemed necessary by the City, a qualified</i>	City of Lathrop Planning Division Qualified archaeologist	If subsurface deposits believed to be cultural, historical, archaeological, tribal, and/or human in	

## 4.0 MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p>cultural resources specialist meeting the Secretary of Interior's Professional Qualifications Standards for Archaeology, may also assess the significance of the find in joint consultation with Native American Representatives to ensure that Tribal values are considered. Work at the discovery location cannot resume until it is determined by the City, in consultation with culturally affiliated tribes, that the find is not a tribal cultural resource, or that the find is a tribal cultural resource and all necessary investigation and evaluation of the discovery under the requirements of the CEQA, including AB 52, has been satisfied. The qualified cultural resources specialist shall have the authority to modify the no-work radius as appropriate, using professional judgement. The following notifications and measures shall apply to potential unique archaeological resources and potential historical resources of an archaeological nature (as opposed to tribal cultural resources), depending on the nature of the find:</p> <ul style="list-style-type: none"> <li>• If the professional archaeologist determines that the find does not represent a cultural resource that might qualify as a unique archaeological resource or historical resource of an archaeological nature, work may resume immediately and no agency notifications are required.</li> <li>• If the professional archaeologist determines that the find does represent a cultural resource that might qualify as a unique archaeological resource or historical resource of an archaeological nature from any time period or cultural affiliation, he or she shall immediately notify the City and applicable landowner. The professional archaeologist and a representative from the City shall consult to determine whether any unique archaeological resources or historical resources of an archaeological nature are present, in part based on a finding of eligibility for inclusion in the NRHP or CRHR. If it is determined that unique archaeological resources or historical resources of an archaeological nature are present, the qualified archaeologist shall develop mitigation or treatment measures for consideration and approval by the City. Mitigation shall be developed and implemented in accordance with Public Resources Code Section 21083.2 and Section 15126.4 of the CEQA Guidelines, with a preference for preservation in place may be with Section 15126.4(b)(3), preservation in place may be accomplished through planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement. If approved by the City, such measures shall</li> </ul>		<p>origin are discovered during construction and/or ground disturbance</p>	



**MITIGATION MONITORING AND REPORTING PROGRAM 4.0**

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p>be implemented and completed prior to commencing further work for which grading or building permits were issued, unless otherwise directed by the City. Avoidance or preservation of unique archaeological resources or historical resources of an archaeological nature shall not be required where such avoidance or preservation in place would preclude the construction of important structures or infrastructure or require exorbitant expenditures, as determined by the City. Where avoidance or preservation are not appropriate for these reasons, the professional archaeologist, in consultation with the City, shall prepare a detailed recommended a treatment plan for consideration and approval by the City, which may include data recovery. If employed, data recovery strategies for unique archaeological resources that do not also qualify as historical resources of an archaeological nature shall follow the applicable requirements and limitations set forth in Public Resources Code Section 21083.2. Data recovery will normally consist of (but would not be limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim of recovering important scientific data contained within the unique archaeological resource or historical resource of an archaeological nature. The data recovery plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, curation of artifacts and data at an approved facility, and dissemination of reports to local and State repositories, libraries, and interested professionals. If data recovery is determined by the City to not be appropriate, then an equally effective treatment shall be proposed and implemented. Work may not resume within the no-work radius until the City, in consultation with the professional archaeologist, determines that the site either: 1) does not contain unique archaeological resources or historical resources of an archaeological nature; or 2) that the preservation and/or treatment measures have been completed to the satisfaction of the City.</p> <ul style="list-style-type: none"> <li>• If the find includes human remains, or remains that are potentially human, the contractor shall ensure reasonable protection measures are taken to protect the discovery from disturbance (AB 2641). The archaeologist shall notify the County Coroner (per Section 7050.5 of the Health and Safety Code). The provisions of Section 7050.5 of the California Health and Safety Code, Section 5097.98 of the California Public Resources Code, and Assembly Bill 2641 will be implemented. If the Coroner determines the remains are Native American and not</li> </ul>			

## 4.0 MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p>the result of a crime scene, then the Coroner will notify the Native American Heritage Commission, which then will designate a Native American Most Likely Descendant (MLD) for the project (§5097.98 of the Public Resources Code). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the landowner does not agree with the recommendations of the MLD, then the NAHC can mediate (Section 5097.94 of the Public Resources Code). If no agreement is reached, the landowner must rebury the remains where they will not be further disturbed (Section 5097.98 of the Public Resources Code). This will also include either recording the site with the NAHC or the appropriate Information Center; using an open space or conservation zoning designation or easement; or recording a reinterrment document with the county in which the property is located (AB 2641). Work may not resume within the no-work radius until the lead agency, through consultation as appropriate, determines that the treatment measures have been completed to their satisfaction.</p> <p><b>Implement Mitigation Measure 3.5-1.</b></p>			
<p>Impact 3.5-2: Project implementation has the potential to disturb human remains, including those interred outside of formal cemeteries</p> <p>Impact 3.5-3: Project implementation has the potential to cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074</p>	<p><b>Implement Mitigation Measure 3.5-1.</b></p>	See Mitigation Measure 3.5-1	See Mitigation Measure 3.5-1	
<b>GEOLOGY AND SOILS</b>				
<p>Impact 3.6-3: The proposed Project has the potential to be located on a geologic unit or soil that is unstable, or that would become unstable as a result of Project implementation, and potentially result in landslide, lateral spreading, subsidence, liquefaction or collapse</p>	<p><b>Mitigation Measure 3.6-1:</b> Prior to the start of ground disturbing activities, a geotechnical engineer shall review project improvement plans (including but not limited to grading plans and site plans) to identify potential conflicts and to verify that the recommendations contained in the Geotechnical Engineering Investigation completed for the project (CTE CAL, Inc., 2022) (Appendix D of the Draft EIR) are noted on project improvement plans. The recommendations are generally outlined in Mitigation Measure 3.6-2 while the complete recommendations are included in Chapter 5 of the Geotechnical Engineering Investigation.</p>	City of Lathrop Planning Division	Prior to the start of ground disturbing activities	

### 4.0-6 Final Environmental Impact Report – Singh Petroleum Investments

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ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p><b>Mitigation Measure 3.6-2:</b> All grading operations and construction shall be conducted in conformance with the recommendations included in the Geotechnical Engineering Investigation for Singh Petroleum Investments Percolation (CTE CAL, Inc., 2022) (Appendix D of the Draft EIR). Specific recommendations in the Geotechnical Engineering Investigation address the following and shall be incorporated into the final Project plans and construction-level geotechnical report:</p> <ol style="list-style-type: none"> <li>1. The Project proponent shall ensure that any loose, wet or otherwise unstable soil in the Project site shall be excavated and evaluated by Construction Testing &amp; Engineering, Inc. (CTE) for possible re-use as engineered fill or disposed of offsite. Utilities that extend into the construction area and are scheduled to be abandoned shall be properly capped at the perimeter of the construction zone or moved as directed in the plans. A licensed Geotechnical Engineer shall observe and confirm that all asphalt and concrete debris, vegetation, and other organic material has been adequately removed in all proposed improvement areas.</li> <li>2. Reinforced continuous and isolated spread footing foundations shall be used to support the proposed structures as the subject site consistent with the recommendations provided in Section 5.4, Lateral Load Resistance, provided in the Geotechnical Engineering Investigation.</li> <li>3. Shallow footings shall be designed to resist lateral loads using the coefficient of friction.</li> <li>4. Free draining retaining walls backfilled using permeable onsite soils or import fill, shall be designed using the equivalent fluid weights consistent with the recommendations provided in Section 5.5, Retaining Walls, provided in the Geotechnical Engineering Investigation.</li> <li>5. Utility trenches placed along the perimeter of proposed foundations shall be constructed consistent with Section 5.6, Foundation Setback, provided in the Geotechnical Engineering Investigation.</li> <li>6. All concrete slabs-on-ground placed beneath the structures shall be constructed consistent with Section 5.7, Concrete Slabs-On-Grade, provided in the Geotechnical Engineering Investigation.</li> <li>7. All pavements shall be designed and constructed according to California Department of Transportation (Caltrans) standards consistent with Section 5.9, Pavement Section Alternatives, recommendations provided in the Geotechnical Engineering</li> </ol>	<p>City of Lathrop Planning Division</p>	<p>Prior to approval of the final Project plans</p>	

## 4.0 MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p>Investigation. The subgrade beneath all pavements shall be moisture conditioned and compacted in accordance with Table 5.2 of the Geotechnical Engineering Investigation as per ASTM D1557.</p> <p>8. Ground conditions shall be consistent with Section 5.10, Drainage, provided in the Geotechnical Engineering Investigation.</p> <p>9. The project shall be consistent with Section 5.8, Seismic Design Criteria, provided in the Geotechnical Engineering Investigation.</p> <p>10. The exposed over excavated surface shall then be scarified to a depth of approximately 12 inches, moisture conditioned and recompacted to the moisture and relative compaction required in Table 5.2 of the Geotechnical Engineering Investigation. Moisture density relationship shall be established in accordance with ASTM D1557. The compaction percent listed in Table 5.2 shall be based on percent relative compaction when compared to the maximum dry density determined in accordance with ASTM D1557. Additional engineered fill, if required, shall then be placed in 8 inch loose lifts, moisture conditioned and compacted in accordance with Table 5.2. After stripping in pavement improvement areas is conducted, the stripped areas shall be over excavated to 12 inches below the proposed pavement subgrade. The excavated surface shall then be scarified to a minimum depth of 12 inches, moisture conditioned and recompacted to the moisture and relative compaction required in Table 5.2. Moisture-density relationship shall be established in accordance with ASTM D1557. Proof rolling with heavy equipment shall be performed with CTE Cal present to confirm that subgrade is compacted, stable and does not deflect under heavy equipment loads. Additional engineered fill, if required, shall then be placed in 8-inch loose lifts, moisture conditioned and compacted in accordance with Table 5.2.</p> <p>Import soils proposed for engineered fill shall consist of soil deposits having an Expansion Index <math>EI &lt; 20</math> or liquid limit less than 30 (<math>LL &lt; 12</math>), with no particles greater than 3 inches and 20 to 80% of the soil particles passing the #200 sieve. Imported fill meeting these requirements shall be placed in 8 inch loose lifts, moisture conditioned and compacted to the moisture content and percent relative compaction stated in table 5.2. A CTE representative shall approve all imported soils prior to delivery to the site.</p> <p>If unanticipated, unsuitable or unstable materials are encountered at the surface improvement subgrade or structure over-excavation such that proper compacted and stable materials cannot be obtained, over-excavations to remove such materials may be</p>			

**MITIGATION MONITORING AND REPORTING PROGRAM 4.0**

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
<p>Impact 3.6-5: The proposed Project has the potential to directly or indirectly destroy a unique paleontological resource or site or unique geologic feature</p>	<p>required. A licensed Geotechnical Engineer shall inspect and approve all structure over-excavations, pavement and surface improvement subgrade areas to confirm that adequate soil conditions have been reached. The geotechnical engineer shall also observe and approve the scarification, moisture conditioning and recompaction of the excavated surfaces and the placement of all engineered fill.</p> <p>11. All earthworks shall be observed and tested by a licensed Geotechnical Engineer to verify that grading activity has been performed according to the recommendations contained within the Geotechnical Engineering Investigation prepared for the Project. The project engineer shall evaluate all footing excavations before reinforcing steel placement. To assure that the recommendations contained within the Geotechnical Engineering Investigation are adhered to the following minimum inspection and testing services shall be performed with regard to the geotechnical design of the project.</p> <ul style="list-style-type: none"> <li>a. Continuous observation and testing during mass grading.</li> <li>b. Footing excavation inspection.</li> <li>c. Periodic Utility trench backfill testing for moisture and relative compaction.</li> <li>d. Slab subgrade inspection and testing prior to the placement of capillary moisture break materials for moisture and relative compaction.</li> <li>e. Pavement Class 2 Base inspection and testing prior to the placement of asphalt or concrete pavement.</li> <li>f. Asphalt relative compaction testing during pavement placement.</li> </ul> <p>12. During Project construction, the Project proponent shall ensure that the areas underlying proposed structures be over excavated to the depth stated in Table 5.2 of the Geotechnical Engineering Investigation prepared for the Project by Construction Testing &amp; Engineering, Inc. (CTE). The building pad over excavation shall extend to a minimum distance of at least 5 feet outside of all proposed structure areas if possible.</p> <p><b>Mitigation Measure 3.6-3:</b> Prior to approval of a grading permit, the Project proponent shall ensure that grading and improvement plans include the following note: "If any paleontological resources are found during grading and construction activities of the Project, all work shall be halted immediately within a 200-foot radius of the discovery until a qualified paleontologist has evaluated the find. Work shall not continue at the</p>	<p>City of Lathrop Planning Division</p>	<p>Prior to approval of a grading permit</p>	

## 4.0 MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	discovery site until the paleontologist evaluates the find and makes a determination regarding the significance of the resource and identifies recommendations for conservation of the resource, including preserving in place or relocating on the Project site, if feasible, or collecting the resource to the extent feasible and documenting the find with the University of California Museum of Paleontology."			
<b>HAZARDS AND HAZARDOUS MATERIALS</b>				
Impact 3.8-1: Potential to create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials or through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment	<p><b>Mitigation Measure 3.8-1:</b> Prior to approval of grading plans for the Project site, the Project applicant shall hire a qualified consultant to perform additional soil and site testing. The following areas of the Project site have already been deemed to have potentially hazardous conditions present:</p> <ul style="list-style-type: none"> <li>• Petroleum: The eastern portion of the Project site where several drums of waste oil, oil, oil filters and paint were previously dumped and impacted the soil.</li> <li>• Agrichemicals: The portions of the Project site which were previously used for agricultural uses.</li> </ul> <p>The intent of the additional testing is to investigate whether soils contain hazardous materials, including petroleum products or agrichemicals (including pesticides, herbicides, diesel, petrochemicals, etc.).</p> <p>A soil sampling and analysis workplan shall be submitted for approval the San Joaquin County Environmental Health Department prior to the work. The sampling and analysis plan shall meet the requirements of the Department of Toxic Substances Control Interim Guidance for Sampling Agricultural Properties (2008), and the County Department of Environmental Resources Recommended Soil and Groundwater Sampling for Underground Tank Investigations (2013).</p> <p>If the sampling results indicate the presence of agrichemicals that exceed commercial screening levels, a removal action workplan shall be prepared in coordination with San Joaquin County Environmental Health Department. The removal action workplan shall include a detailed engineering plan for conducting the removal action, a description of the onsite contamination, the goals to be achieved by the removal action, and any alternative removal options that were considered and rejected and the basis for that rejection. A no further action letter shall be issued by San Joaquin County Environmental Health Department upon completion of the removal action. The removal action shall be deemed complete when the confirmation samples exhibit</p>	City of Lathrop Planning Division	Prior to approval of grading plans for the Project site	

**MITIGATION MONITORING AND REPORTING PROGRAM 4.0**

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p>concentrations below the commercial screening levels, which will be established by the agencies.</p> <p><b>Mitigation Measure 3.8-2:</b> Prior to bringing hazardous materials onsite, the applicant shall submit a Hazardous Materials Business Plan (HMBP) to the San Joaquin County Environmental Health Department (CUPA) for review and approval. If during the construction process the applicant or any subcontractors generates hazardous waste, the applicant must register with the CUPA as a generator of hazardous waste, obtain an EPA ID# and accumulate, ship and dispose of the hazardous waste per Health and Safety Code Ch. 6.5. (California Hazardous Waste Control Law).</p> <p><b>Mitigation Measure 3.8-3:</b> Prior to initiation of any ground disturbance activities within 50 feet of a well, the applicant shall hire a licensed well contractor to obtain a well destruction permit from San Joaquin County Environmental Health Department, and properly abandon and destruct the onsite wells, pursuant to review and approval of the City Engineer and the San Joaquin County Environmental Health Department.</p>	<p>City of Lathrop Planning Division</p> <p>City of Lathrop Planning Division</p>	<p>Prior to bringing hazardous materials onsite</p> <p>Prior to initiation of any ground disturbance activities within 50 feet of a well</p>	
<b>NOISE</b>				
Impact 3.11-1: The proposed Project has the potential to generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies	<p><b>Mitigation Measure 3.11-1:</b> The proposed noise barrier at the northern boundary of the project must be extended an additional 35 feet to the west to adequately shield the entire outdoor area of the sensitive receptor to the north. The total wall length should be at least 250 feet. The extended barrier is depicted in Figure 3.11-3.</p> <p><b>Mitigation Measure 3.11-2:</b> The following multi-part mitigation measure shall be implemented during construction of the Project:</p> <ul style="list-style-type: none"> <li>• Construction activities (excluding activities that would result in a safety concern to the public or construction workers) shall be prohibited between the hours of ten p.m. of one day and seven a.m. of the next day, or eleven p.m. and nine a.m. Fridays, Saturdays and legal holidays.</li> <li>• Construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers' recommendations. Equipment engine shrouds shall be closed during equipment operation.</li> <li>• When not in use, motorized construction equipment shall not be left</li> </ul>	<p>City of Lathrop Planning Division</p> <p>City of Lathrop Planning Division</p>	<p>Prior to approval of improvement plans</p> <p>Prior to approval of improvement plans</p>	

## 4.0 MITIGATION MONITORING AND REPORTING PROGRAM

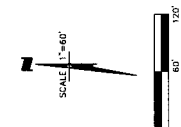
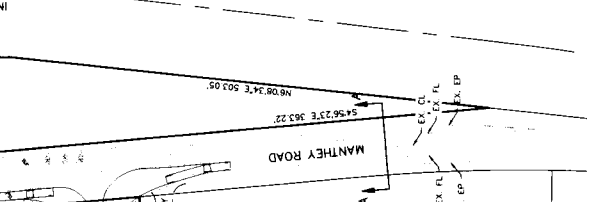
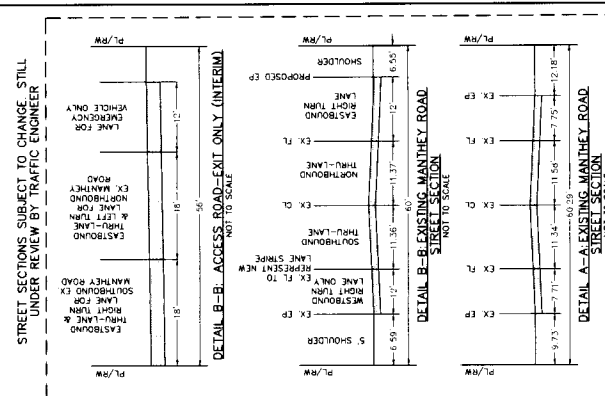
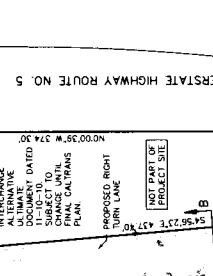
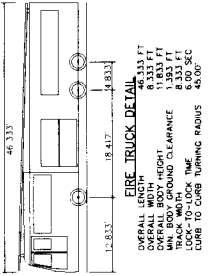
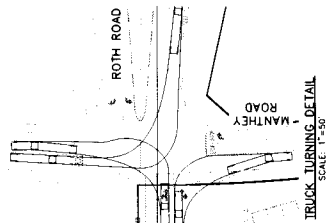
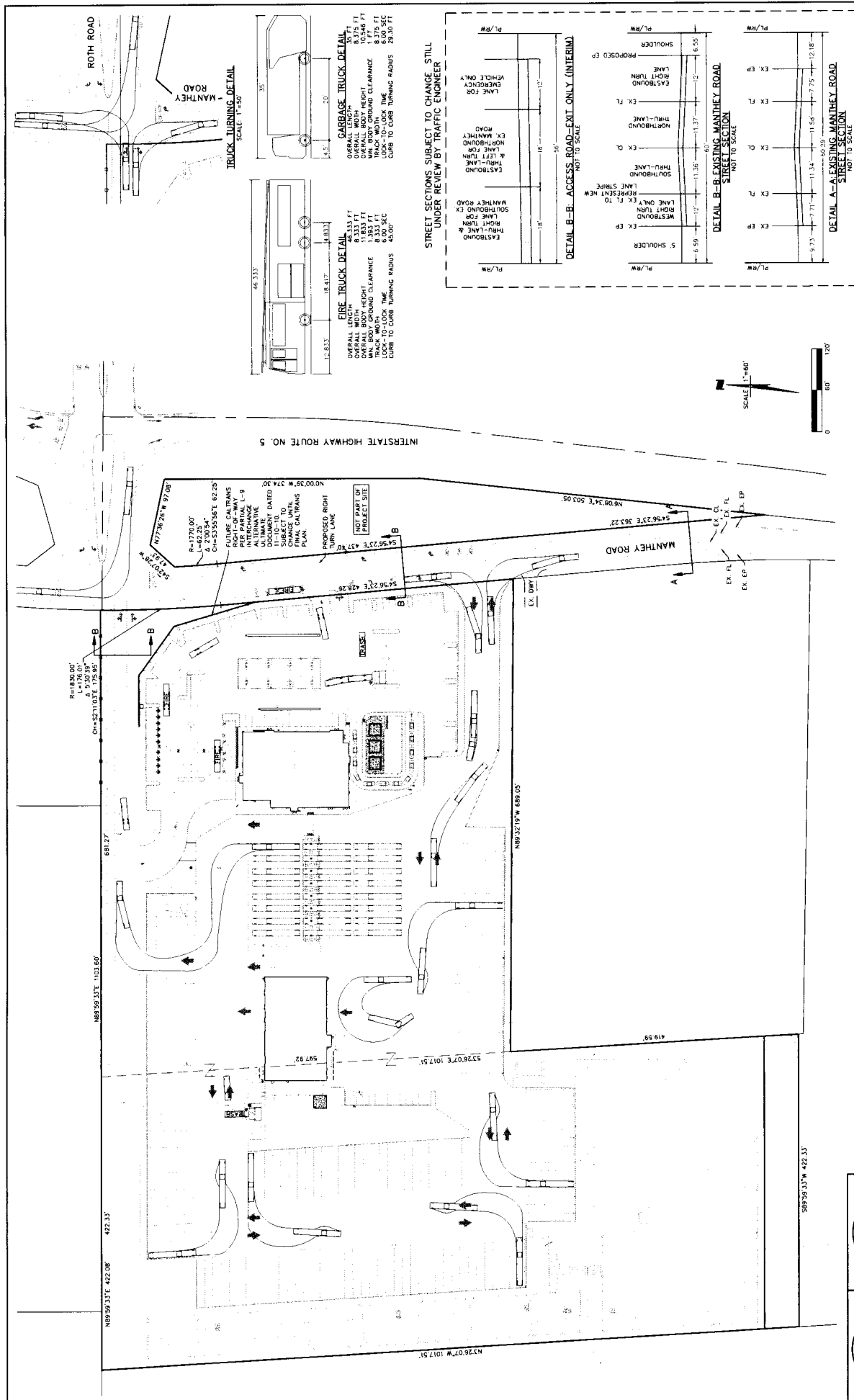
ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<ul style="list-style-type: none"> <li>• idling for more than 5 minutes.</li> <li>• Stationary equipment (power generators, compressors, etc.) shall be located at the furthest practical distance from nearby noise-sensitive land uses or sufficiently shielded to reduce noise-related impacts.</li> </ul> <p>These requirements shall be noted on the Project improvement plans and implemented prior to approval of grading and/or building permits. The City of Lathrop Community Development Department shall review and approve the improvements plans.</p>			
<b>TRANSPORTATION AND CIRCULATION</b>				
<p>Impact 3.13-1: Implementation of the proposed Project would not conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities</p>	<p><b>Mitigation Measure 3.13-1:</b> The Project applicant shall coordinate with the City to construct sidewalks along the Project frontage on Roth Road and Manthey Road and also preserve right-of-way along the future Manthey Road re-alignment. The driveways on Manthey Road and Roth Road shall be designed to provide visibility to eliminate potential hazards to pedestrians and adjacent parcels / homes. The design of the driveways shall be reviewed and approved by the Director of Engineering/City Engineer. The Project applicant shall work with the City to refine the design of the re-aligned Manthey Road at the Project driveway to provide the following:</p> <ul style="list-style-type: none"> <li>• One southbound through travel lane;</li> <li>• One 150-foot southbound left-turn lane;</li> <li>• One northbound through travel lane'</li> <li>• One northbound shared through / right-turn lane;</li> <li>• One westbound left-turn lane;</li> <li>• One westbound right-turn lane; and</li> <li>• One southbound refuge / acceleration lane for vehicles (cars and trucks) exiting the project site and making a left-turn onto southbound Manthey Road.</li> </ul>	City of Lathrop Planning Division	Prior to approval of improvement plans	
<p>Impact 3.13-3: Implementation of the proposed Project would not substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)</p>	<p>This requirement shall be noted on the Project improvement plans. Implement <b>Mitigation Measure 3.13-1.</b></p> <p><b>Mitigation Measure 3.13-2:</b> The Project applicant shall coordinate with the City to begin the Project Study Report / Project Development Support (PSR/PDS) project initiation document which shall be used to program the project development support for State Transportation Improvement Program (STIP) and San Joaquin Council of Governments (SjCOG) Regional</p>	See Mitigation Measure 3.13-1 City of Lathrop Public Works Department	See Mitigation Measure 3.13-1 Prior to approval of improvement plans	



**MITIGATION MONITORING AND REPORTING PROGRAM 4.0**

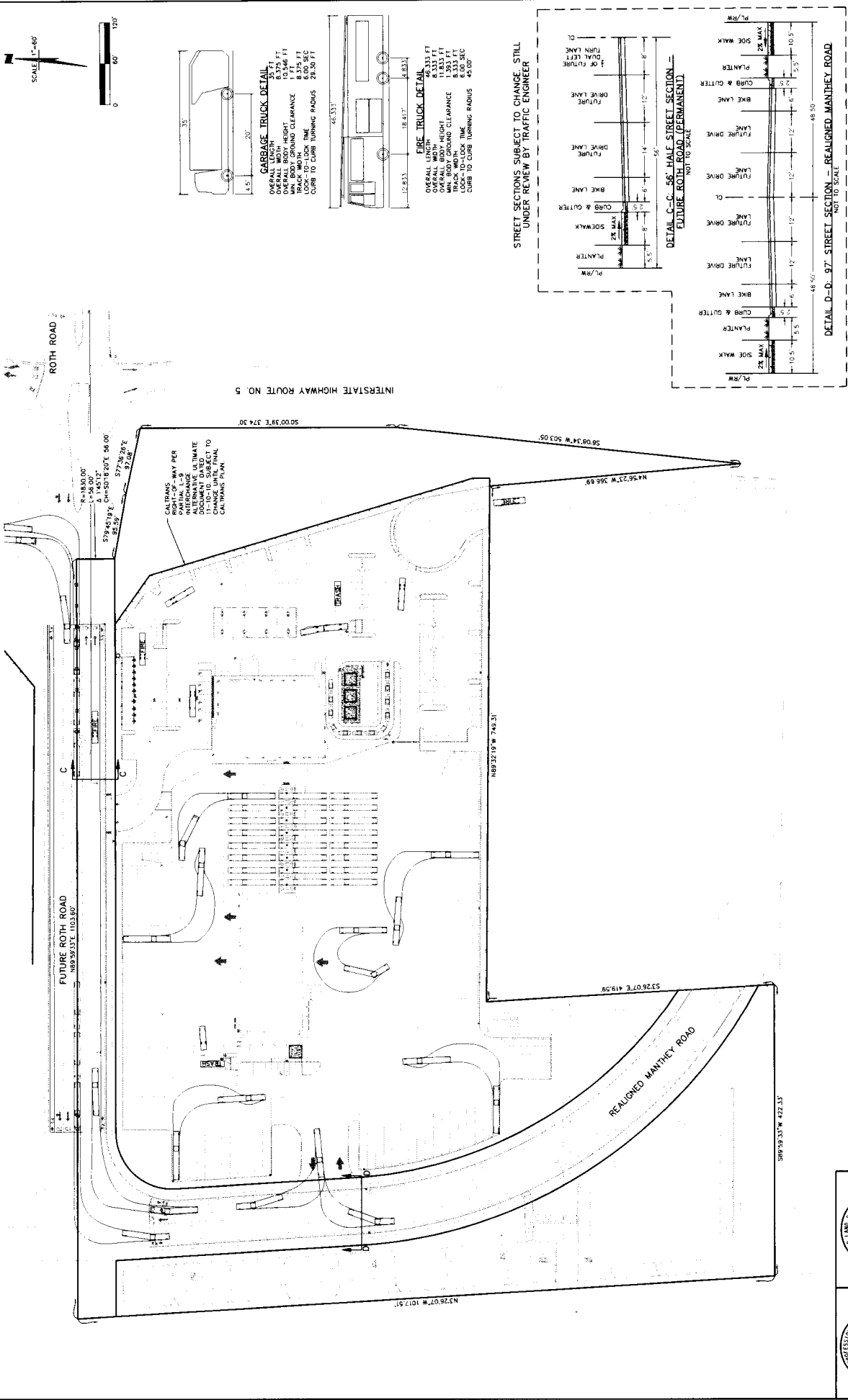
ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p>Transportation Plan / Sustainable Communities Strategy (RTP/SCS) funding.</p> <p><b>Mitigation Measure 3.13-3:</b> The Project applicant shall coordinate with the City of Lathrop Public Works Department to construct the fourth (west) leg of the Manthey Road / Roth Road intersection and modify the intersection from a side-street stop controlled to an all-way stop controlled intersection. This requirement shall be noted on the Project improvement plans.</p> <p><b>Mitigation Measure 3.13-4:</b> The Project applicant shall coordinate with the City of Lathrop Public Works Department to ensure access and egress from the existing driveway / house located directly south of the proposed full access driveway on the current alignment of Manthey Road is maintained and adequate site distance is provided. This requirement shall be noted on the Project improvement plans.</p>	<p>City of Lathrop Public Works Department</p> <p>City of Lathrop Public Works Department</p>	<p>Prior to approval of improvement plans</p> <p>Prior to approval of improvement plans</p>	





<b>WONG ENGINEERS, INC.</b> PLANNING ENGINEERING SURVEYING 1000 S. GARDEN ST. SUITE 200 STANFORD, CALIFORNIA 94304-5081 DATE: 04/23/2023 CHECKED: ZCW		JOB NO.: 4038 DATE: APRIL 2023 DRAWN: ZCW/CJ/SJS DESIGN: MEI CHECKED: ZCW	SHEET 2 OF SEVENTEEN FILE 4038
UNAUTHORIZED CHANGES AND USES: THE ENGINEER PREPARING THIS SITE PLAN WILL NOT BE RESPONSIBLE FOR ANY CHANGES TO THE SITE PLAN MADE AFTER THE DATE OF ISSUANCE OF THIS SITE PLAN. ALL CHANGES TO THE SITE PLAN MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THIS PLAN.		PROJECT NO.: 11293 S. MANTHEY ROAD PROJECT NAME: TRUCK TURNING PHASE I	PROJECT LOCATION: 11293 S. MANTHEY ROAD PROJECT DATE: 04/23/2023
REVISIONS NO.   DESCRIPTION DATE   BY	PROJECT LOCATION: 11293 S. MANTHEY ROAD PROJECT NAME: TRUCK TURNING PHASE I		





UNAUTHORIZED CHANGES AND USES: THE ENGINEER PREPARING THIS SITE PLAN WILL NOT BE RESPONSIBLE FOR ANY CHANGES OR MODIFICATIONS TO THIS SITE PLAN. ANY CHANGES TO THIS PLAN MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THIS PLAN.

NO DESCRIPTION DATE BY

REVISIONS

WONG ENGINEERS, INC.  
PLANNING ENGINEERING SURVEYING  
3000 CALIFORNIA AVENUE, SUITE 200  
SAN JOSE, CALIFORNIA 95128-2001  
R.E.E. 48177  
G. V. L. 41223 L.S. 10550  
CHECKED: ZCW

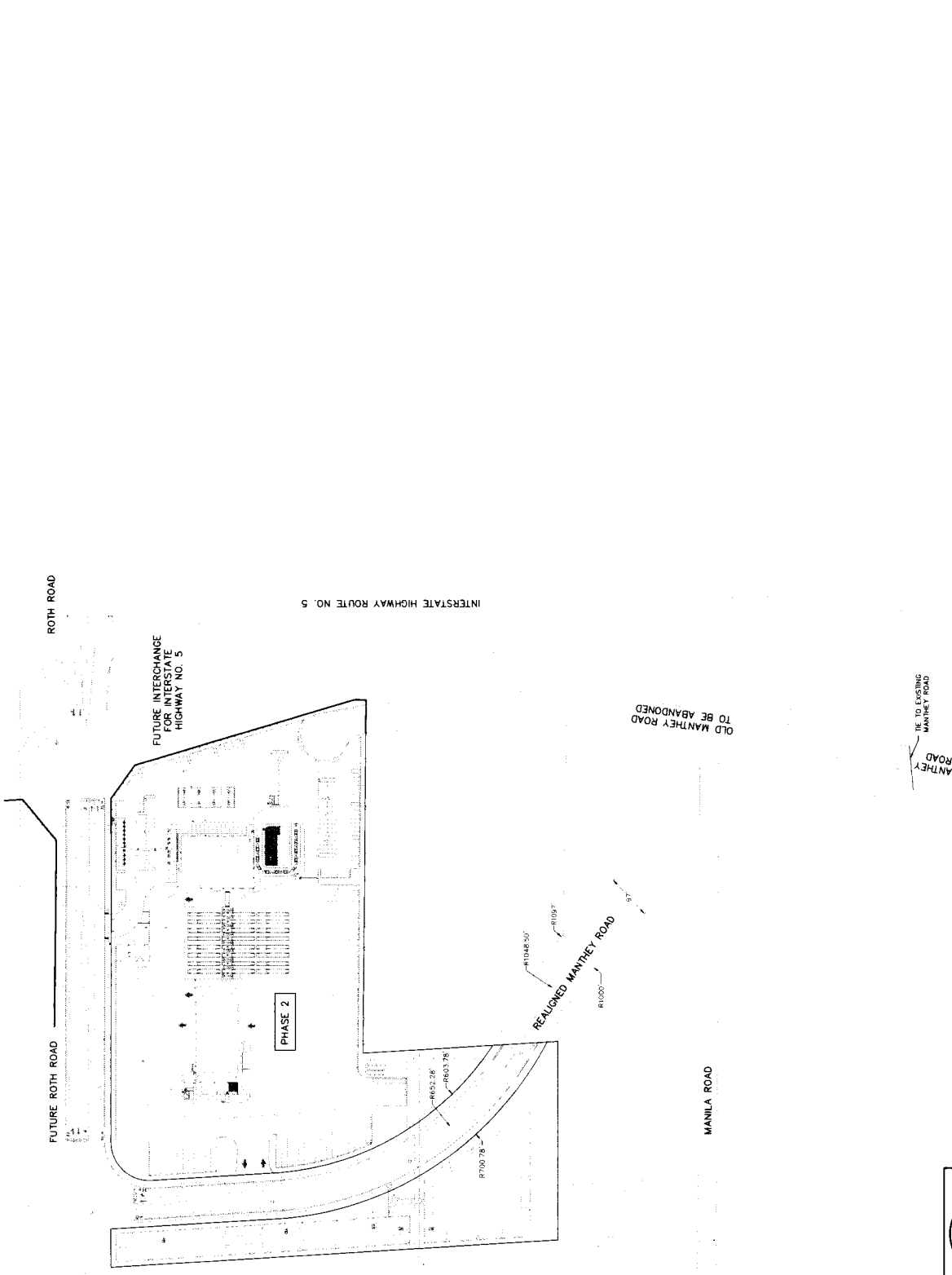
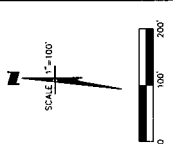
LABOR: 4035 DATE: APRIL 2023  
JOB NO.: 4035 PROJECT: 4035  
SCALE: AS SHOWN  
DESIGN: 12/21/23  
CHECKED: ZCW

11293 S. MANTHEY ROAD  
SAN JOSE, CALIFORNIA  
SHEET 4 OF SEVENTEEN  
FILE 4035

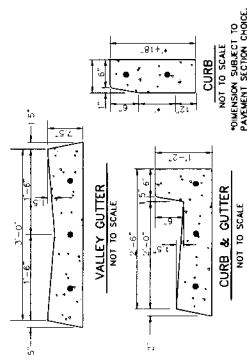
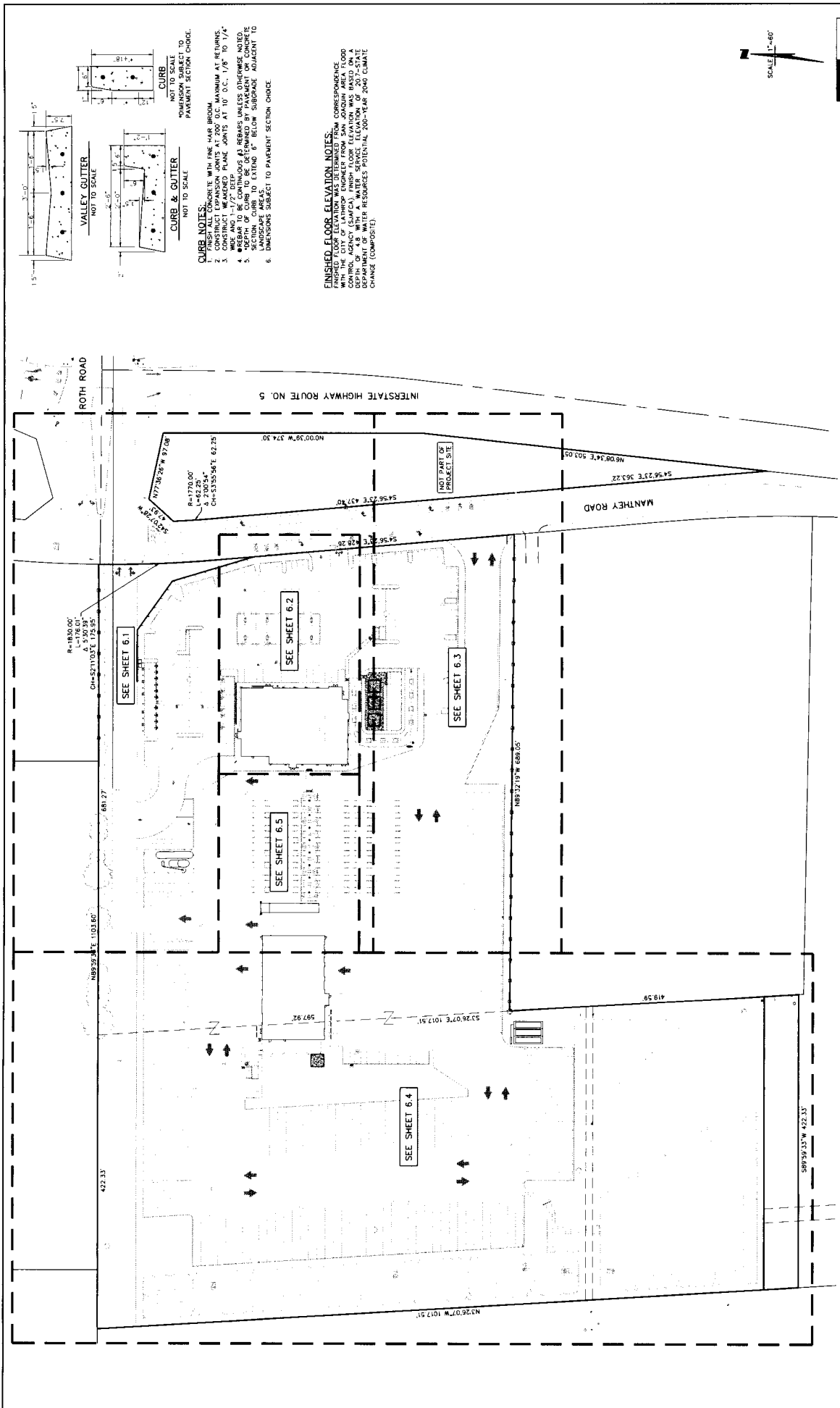
TRUCK TURNING PHASE II

WONG ENGINEERS, INC.  
REGISTERED PROFESSIONAL ENGINEER  
NO. 48177  
EXPIRES 6-30-2026  
STATE OF CALIFORNIA

REGISTERED PROFESSIONAL SURVEYOR  
NO. 41223  
EXPIRES 6-30-2026  
STATE OF CALIFORNIA



	<p>UNAUTHORIZED CHANGES AND USES:          THE ENGINEER PREPARING THIS SITE PLAN WILL NOT BE RESPONSIBLE FOR ANY CHANGES TO THE SITE PLAN OR FOR USES OF THIS SITE PLAN. ALL CHANGES TO THE SITE PLAN MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THIS PLAN.</p>	NO.	DESCRIPTION	DATE	BY
		<p>REVISIONS</p>			
<p>WONG ENGINEERS, INC.          PLANNING ENGINEERING ARCHITECTURE          11223 S. MANTHEY ROAD          STOCKTON, CALIFORNIA 95210 (209) 938-0011  <i>Gregory C. Wise</i> DATE: 4/18/23, U.S. REG. NO. 48717</p>		<p>JOB NO. 4036          DATE: APRIL 2023          DRAWN: JZ          DESIGNED: JZ          CHECKED: JZ          FILE NO. 4036</p>		<p>11223 S. MANTHEY ROAD          REALIGNED MANTHEY ROAD</p>	
<p>STATE OF CALIFORNIA          LICENSED PROFESSIONAL ENGINEER          MECHANICAL          CITY OF BERKELEY</p>		<p>DATE: 4/18/23, U.S. REG. NO. 48717          CHECKED: JZ</p>			



**VALLEY GUTTER**  
NOT TO SCALE

**CURB & GUTTER**  
NOT TO SCALE

**CURB**  
NOT TO SCALE  
DIMENSION SUBJECT TO PAVEMENT SECTION CHOICE.

**CURB NOTES:**

1. CURB SHALL BE 1/4" HIGH AND BROWN.
2. CONSTRUCT CURB AND GUTTER AT 1/4" MINIMUM AT RETURNS.
3. CONSTRUCT WEARED PLANE JOINTS AT 10' O.C., 1/8" TO 1/4" DEPTH.
4. WEAR TO BE CONTINUOUS AS REBAR UNLESS OTHERWISE NOTED.
5. DEPTH OF CURB TO BE DETERMINED BY PAVEMENT OR CONCRETE SECTION CHOICE. CURB TO EXTEND 6" BELOW SUBGRADE ADJACENT TO LANDSCAPE AREAS.
6. DIMENSIONS SUBJECT TO PAVEMENT SECTION CHOICE.

**FINISHED FLOOR ELEVATION NOTES:**

1. FINISHED FLOOR ELEVATIONS ARE BASED ON THE 1985 NAVD83 DATUM.

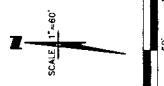
2. FINISHED FLOOR ELEVATION WAS BASED ON A CONTROL POINT (BMPCA) FROM SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJMCA). FINISH FLOOR ELEVATION WAS BASED ON A CONTROL POINT (BMPCA) FROM SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJMCA). FINISH FLOOR ELEVATION WAS BASED ON A CONTROL POINT (BMPCA) FROM SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJMCA).

3. FINISHED FLOOR ELEVATION WAS BASED ON A CONTROL POINT (BMPCA) FROM SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJMCA). FINISH FLOOR ELEVATION WAS BASED ON A CONTROL POINT (BMPCA) FROM SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJMCA).

4. FINISHED FLOOR ELEVATION WAS BASED ON A CONTROL POINT (BMPCA) FROM SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJMCA). FINISH FLOOR ELEVATION WAS BASED ON A CONTROL POINT (BMPCA) FROM SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJMCA).

5. FINISHED FLOOR ELEVATION WAS BASED ON A CONTROL POINT (BMPCA) FROM SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJMCA). FINISH FLOOR ELEVATION WAS BASED ON A CONTROL POINT (BMPCA) FROM SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJMCA).

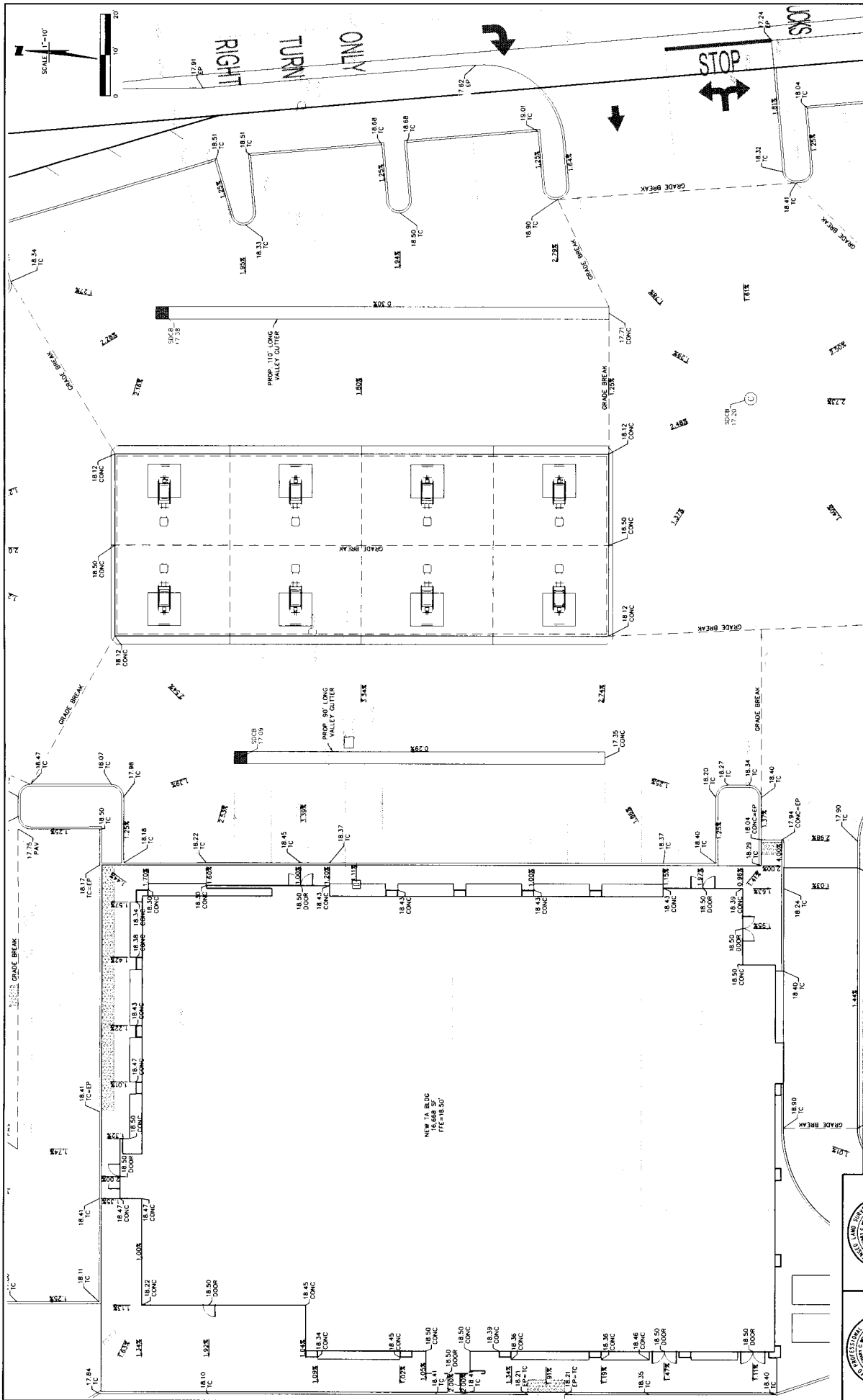
6. FINISHED FLOOR ELEVATION WAS BASED ON A CONTROL POINT (BMPCA) FROM SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJMCA). FINISH FLOOR ELEVATION WAS BASED ON A CONTROL POINT (BMPCA) FROM SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJMCA).



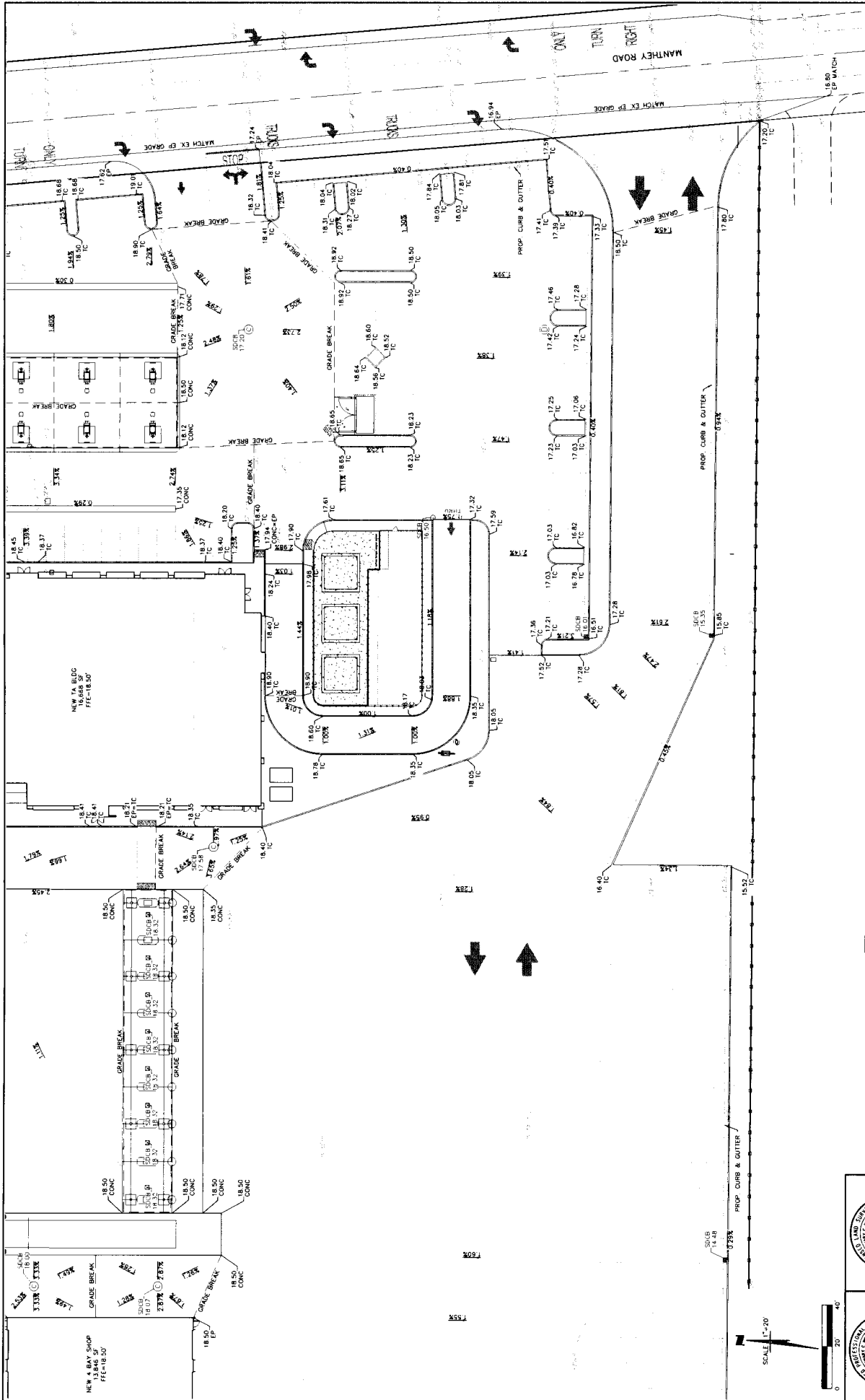
<b>UNAUTHORIZED CHANGES AND USES:</b> THE ENGINEER PREPARING THIS SITE PLAN MAY NOT BE RESPONSIBLE FOR UNAUTHORIZED CHANGES TO THIS PLAN. UNAUTHORIZED CHANGES TO THIS PLAN MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THIS PLAN.		<b>REVISIONS</b> NO. DESCRIPTION DATE BY	
<b>WONG ENGINEERS, INC.</b> 4378 TEAR RIVER DRIVE, SUITE A BAYVIEW, CALIFORNIA 94029-496-001 Jeffrey C. Wong DATE: 4/11/23 L.S. 7500		<b>JOB NO. 4036</b> DATE: APRIL 2023 SCALE: AS SHOWN DRAWN: ZWC/CV/SS DESIGN: WEI CHECKED: ZCW	
11293 S. MANTHEY ROAD LATHROP, CALIFORNIA		<b>SHEET 6</b> OF SEQUENTIAL FILE 4036	
<b>PRELIMINARY GRADING PLAN OVERVIEW PHASE 1</b>			



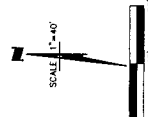
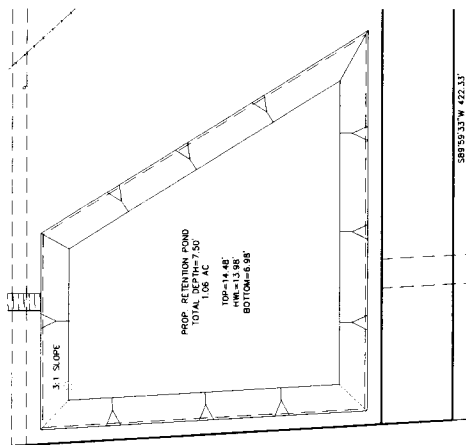
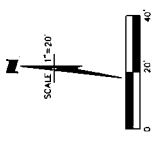
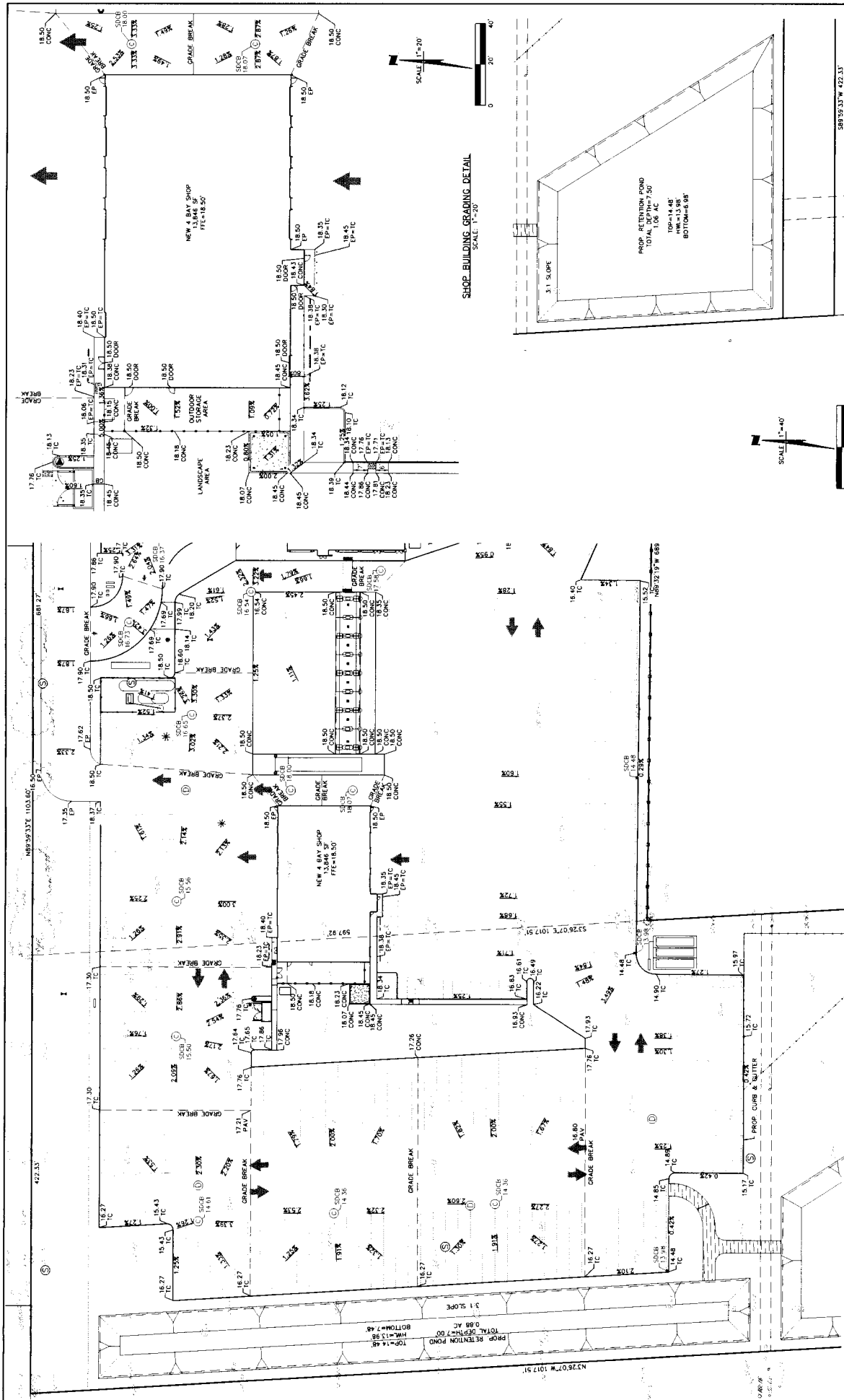




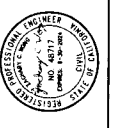
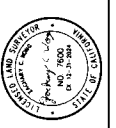
<p>UNAUTHORIZED CHANGES AND USES:          THE PREPARED ENGINEER IS NOT RESPONSIBLE FOR ANY CHANGES TO OR USES OF THIS SITE PLAN, ALL CHANGES TO THE SITE PLAN MUST BE APPROVED BY THE PREPARED ENGINEER OF THIS PLAN.</p>		<p>NO. DESCRIPTION</p> <p>DATE BY</p>
<p>REVISIONS</p>		<p>DATE BY</p>
<p>REGISTERED PROFESSIONAL ENGINEER          STATE OF CALIFORNIA          NO. 7500          EXPIRES 12-31-2001</p>		
<p>REGISTERED LAND SURVEYOR          STATE OF CALIFORNIA          NO. 1000          EXPIRES 12-31-2001</p>		
<p>WONG ENGINEERS, INC.          PLANNING, ENGINEERING, SURVEYING          11283 S. MANTHEY ROAD          STATION, CALIFORNIA (209) 478-0011          P.C.E. 48312          DESIGNER: <i>Gregory C. Wong</i> DATE: 4/24/01 U.S. 3600          CHECKED: ZCW</p>		
<p>JOB NO. 4036          DATE: 4/24/01          SCALE: AS SHOWN          DRAWN: ZCW/GJ/SS          DESIGN: WJ          CHECKED: ZCW</p>		
<p>11283 S. MANTHEY ROAD          SHEET 6.2          OF SEVENTEEN          FILE 4036</p>		



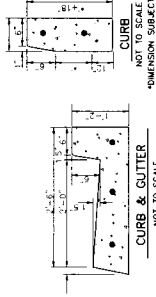
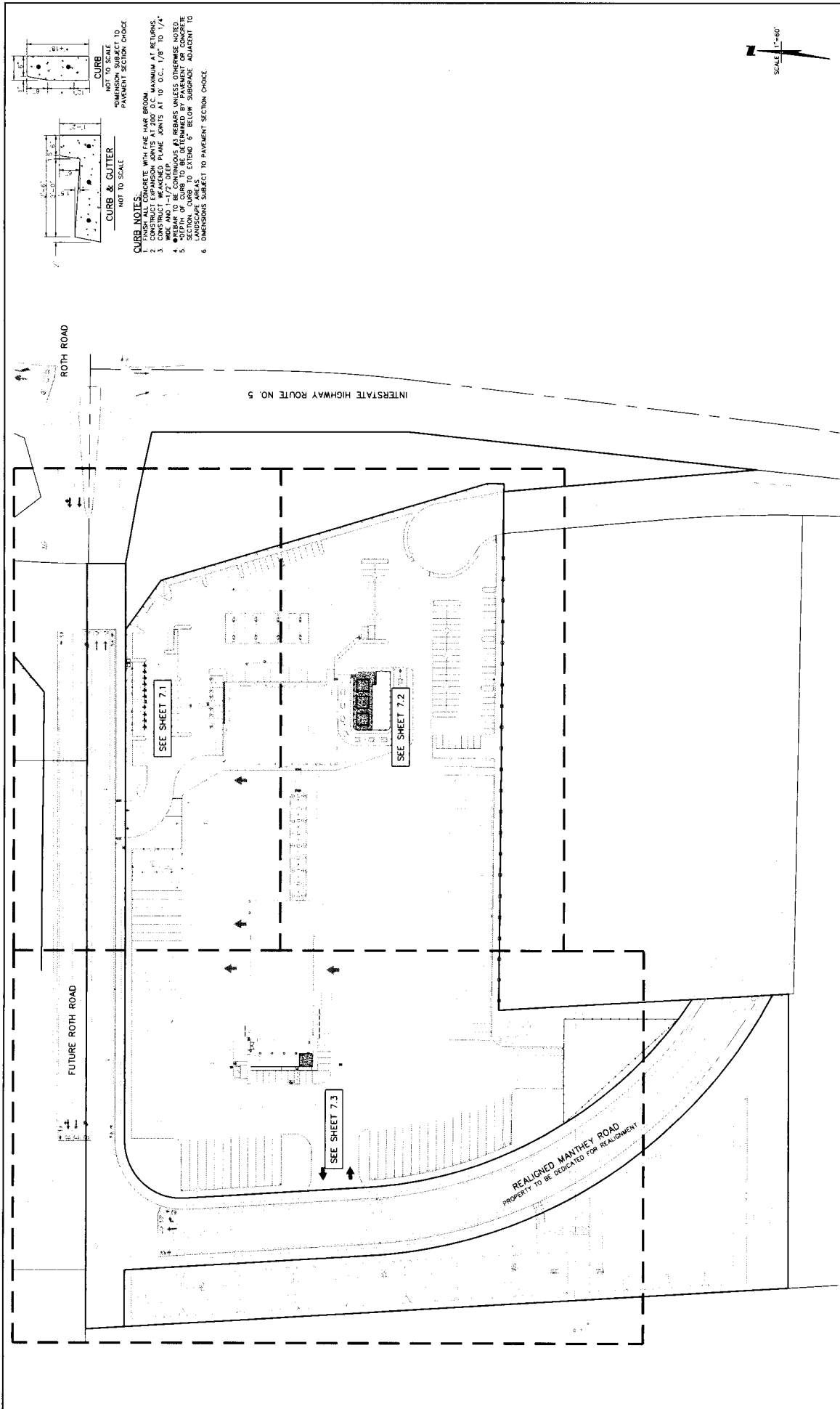
<p><b>UNAUTHORIZED CHANGES AND USES:</b>          THIS PLAN IS THE PROPERTY OF WONG ENGINEERS, INC. ANY CHANGES TO OR USES OF THIS SITE PLAN ALL CHANGES TO THE SITE PLAN MUST BE APPROVED BY THE PREPARED BY THIS PLAN.</p>		<p>NO. DESCRIPTION</p> <p>REVISIONS</p> <p>DATE BY</p>	<p>DATE BY</p>
<p>WONG ENGINEERS, INC.          PLANNING, ENGINEERING, SURVEYING          11283 S. MANTNEY ROAD          STOCKTON, CALIFORNIA (209) 498-0011</p> <p><i>George C. Wong</i> DATE: 4/10/23 U.S.</p>		<p>JOB NO.: 4036</p> <p>DATE: 03/23</p> <p>SCALE: AS SHOWN</p> <p>DRAWN: ZCW/SL/SS</p> <p>DESIGN: MD</p> <p>CHECKED: ZCW</p>	<p>11283 S. MANTNEY ROAD</p>
<p>REGISTERED PROFESSIONAL ENGINEER          CIVIL          STATE OF CALIFORNIA          NO. 48717          EXPIRES 12/31/24</p>		<p>REGISTERED PROFESSIONAL SURVEYOR          CIVIL          STATE OF CALIFORNIA          NO. 7860          EXPIRES 12/31/24</p>	
<p>PRELIMINARY GRADING          PLAN PHASE I</p>		<p>SHEET          6.3          OF SEVENTEEN          FILE 4036</p>	



<p>UNAUTHORIZED CHANGES AND USES:          ENGINEER PREPARING THIS SITE PLAN WILL NOT BE RESPONSIBLE FOR ANY CHANGES TO THE SITE PLAN OR FOR USES OF THIS SITE PLAN. ALL CHANGES TO THE SITE PLAN MUST BE APPROVED BY THE ENGINEER PREPARER OF THIS PLAN.</p>		<p>NO. DESCRIPTION</p> <p>DATE BY</p>	<p>REVISIONS</p>
<p>WONG ENGINEERS, INC.          PLANNING, ENGINEERING, SURVEYING          11283 S. MAYNETH ROAD          STOCKTON, CALIFORNIA (209) 718-0011</p> <p><i>Gregory C. Wong</i> DATE: 4/18/23</p>		<p>JOB NO.: 4036          DATE: APRIL 2023          DRAWN: ZCW/STJ/SS          DESIGNED: WJ          CHECKED: ZCW</p>	<p>DATE: APRIL 2023          DRAWN: ZCW/STJ/SS          DESIGNED: WJ          CHECKED: ZCW</p>
<p>PROF. RETENTION POND          TOTAL DEPTH=7.50          TOP=14.48          BWM=13.98          BOT=6.98</p>		<p>REVISIONS</p>	
<p>PROP. RETENTION POND          TOTAL DEPTH=7.50          TOP=14.48          BWM=13.98          BOT=6.98</p>		<p>REVISIONS</p>	

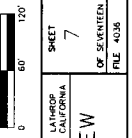






**CURB NOTES:**

1. CONCRETE WITH ONE HANDED BROOM
2. CONSTRUCT WALKED JOINTS AT 200' O.C. MAXIMUM AT RETURNS.
3. WALKED JOINTS TO BE CONTINUOUS AS REBARS UNLESS OTHERWISE NOTED.
4. REBARS TO BE CONTINUOUS AS REBARS UNLESS OTHERWISE NOTED.
5. SECTION JOINTS TO BE EXTENDED BELOW FINISH GRADE TO ADJACENT TO LANDSCAPE AREAS TO EXTEND 12" BELOW FINISH GRADE.
6. DIMENSIONS SUBJECT TO PAVEMENT SECTION CHOICE.



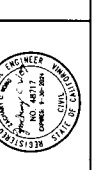
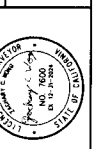
JOB NO. 1533	DATE 03/23	11283 S. MANTHEY ROAD	SHEET 7
SCALE: AS SHOWN	DESIGN: JCM/CL/SS		OF SEVENTEEN
DATE: 4/10/21	CHECKED: ZW		FILE: 1018

**WONG ENGINEERS, INC.**  
 PLANNING, ENGINEERING, SURVEYING  
 11283 S. MANTHEY ROAD, SUITE 100  
 STOCKTON, CALIFORNIA 95210  
 P.C.E. 48717  
 DATE 4/10/21



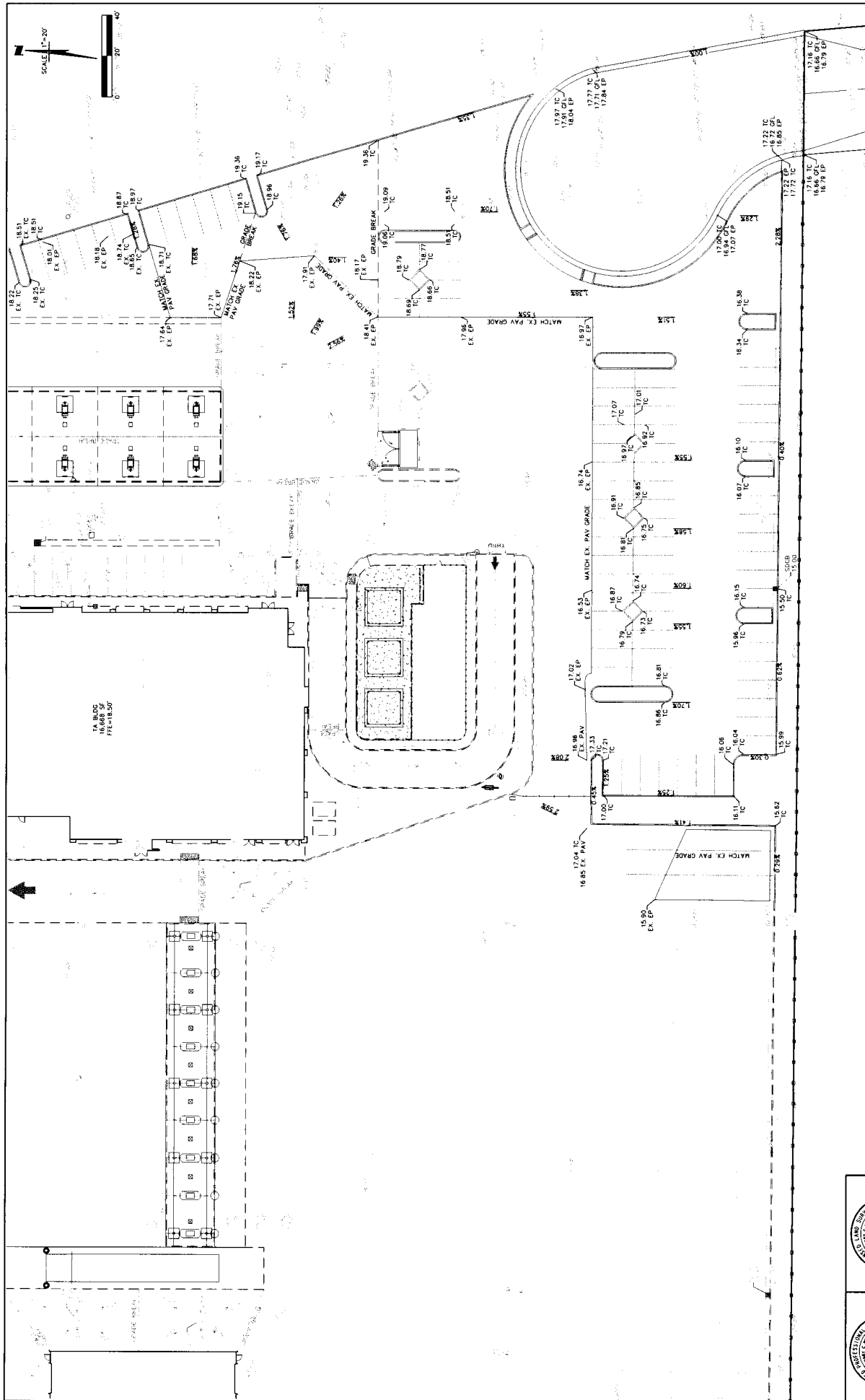
NO.	DESCRIPTION	REVISIONS	DATE	BY

**UNAUTHORIZED CHANGES AND USES:**  
 THE PREPARED BY THIS FIRM IS THE SOLE RESPONSIBILITY OF THE ENGINEER OF RECORD. ANY UNAUTHORIZED CHANGES TO OR USES OF THIS SITE PLAN, ALL CHANGES TO THE SITE PLAN, AND ANY CHANGES TO THE PREPARED BY THIS FIRM AND MUST BE APPROVED BY THE PREPARED BY THIS FIRM.



**PRELIMINARY GRADING OVERVIEW  
 PLAN PHASE II**



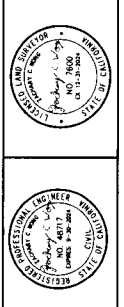


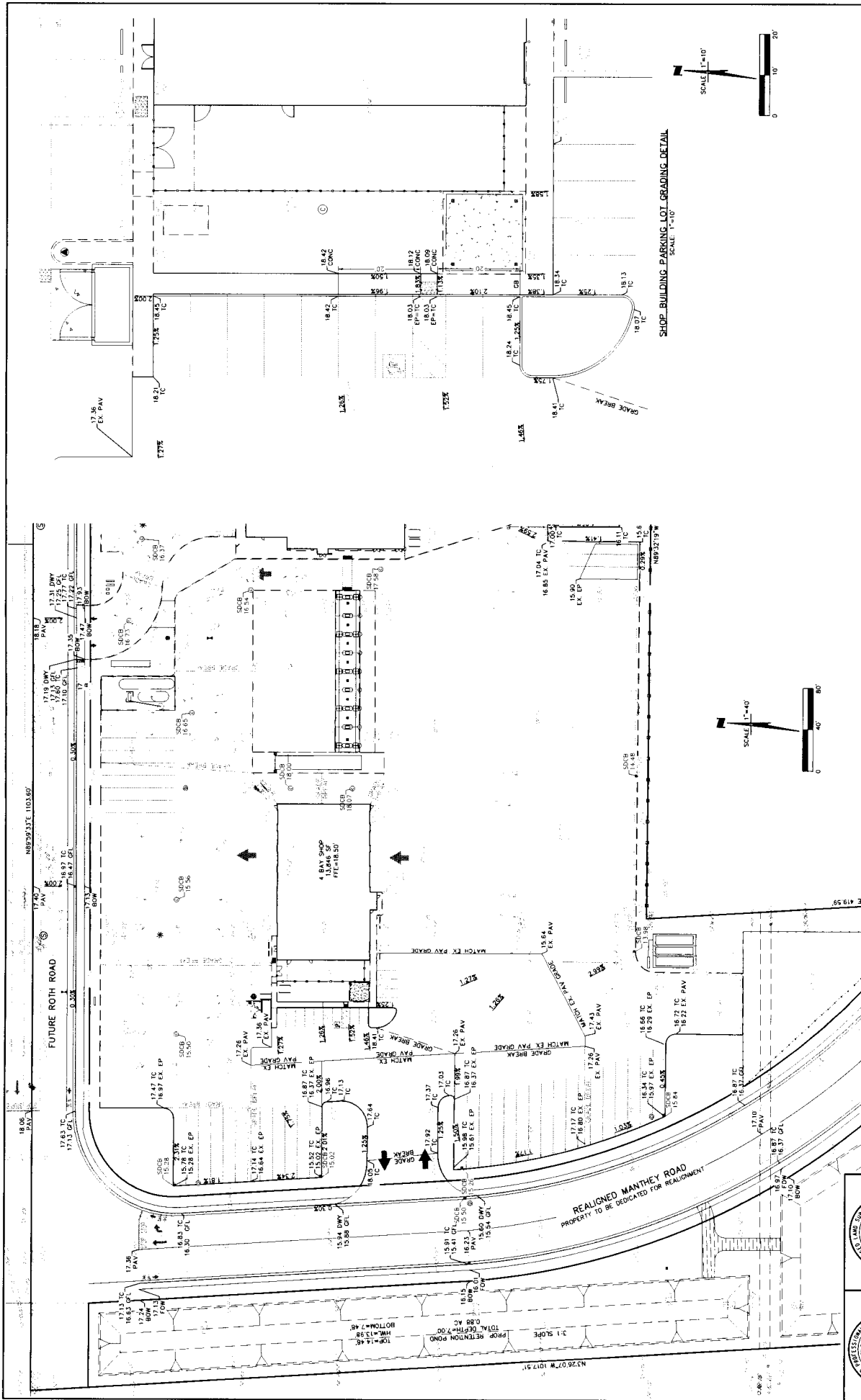
UNAUTHORIZED CHANGES AND USES:  
 THE ENGINEER PREPARED THIS SITE PLAN. THIS PLAN, INCLUDING ALL CHANGES, IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED ON THIS SITE PLAN. ALL CHANGES TO THIS SITE PLAN MUST BE APPROVED BY THE PREPARER OF THIS PLAN.

NO.	DESCRIPTION	REVISIONS	DATE	BY

**WONG ENGINEERS, INC.**  
 PLANNING ENGINEERING ARCHITECTURE  
 11203 S. MANFREY ROAD  
 STOCKTON, CALIFORNIA 95210-2055  
 PHONE: (209) 478-0011  
 FAX: (209) 478-0011  
 DATE: 4/12/23  
 CHECKED: JZW

**LAHROP CALIFORNIA**  
 PRELIMINARY GRADING  
 PLAN PHASE II  
 SHEET 7.2  
 OF SEVENTEEN  
 FILE 4038





**UNAUTHORIZED CHANGES AND USES:**  
 THE ENGINEER PREPARING THIS SITE PLAN, WILL NOT BE RESPONSIBLE FOR ANY CHANGES TO THE SITE PLAN OR FOR THE USE OF THIS SITE PLAN. ALL CHANGES TO THE SITE PLAN MUST BE APPROVED BY THE ENGINEER PREPARING THIS PLAN.

**REVISIONS**

NO.	DESCRIPTION	DATE	BY

**WONG ENGINEERS, INC.**  
 PLANNING ENGINEERING SURVEYING  
 1000 S. MANTHEY ROAD, SUITE 200  
 STOCKTON, CALIFORNIA 95210  
 R.C.E. 45372  
 DATE: 4/15/23  
 CHECKED: ZCW

**PRELIMINARY GRADING PLAN PHASE II**

11293 S. MANTHEY ROAD  
 LATHROP, CALIFORNIA

**REGISTERED PROFESSIONAL ENGINEER**  
 No. 45372  
 Exp. 12/31/24

**REGISTERED PROFESSIONAL SURVEYOR**  
 No. 7600  
 Exp. 12-31-24

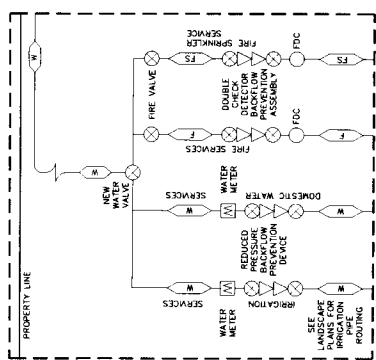
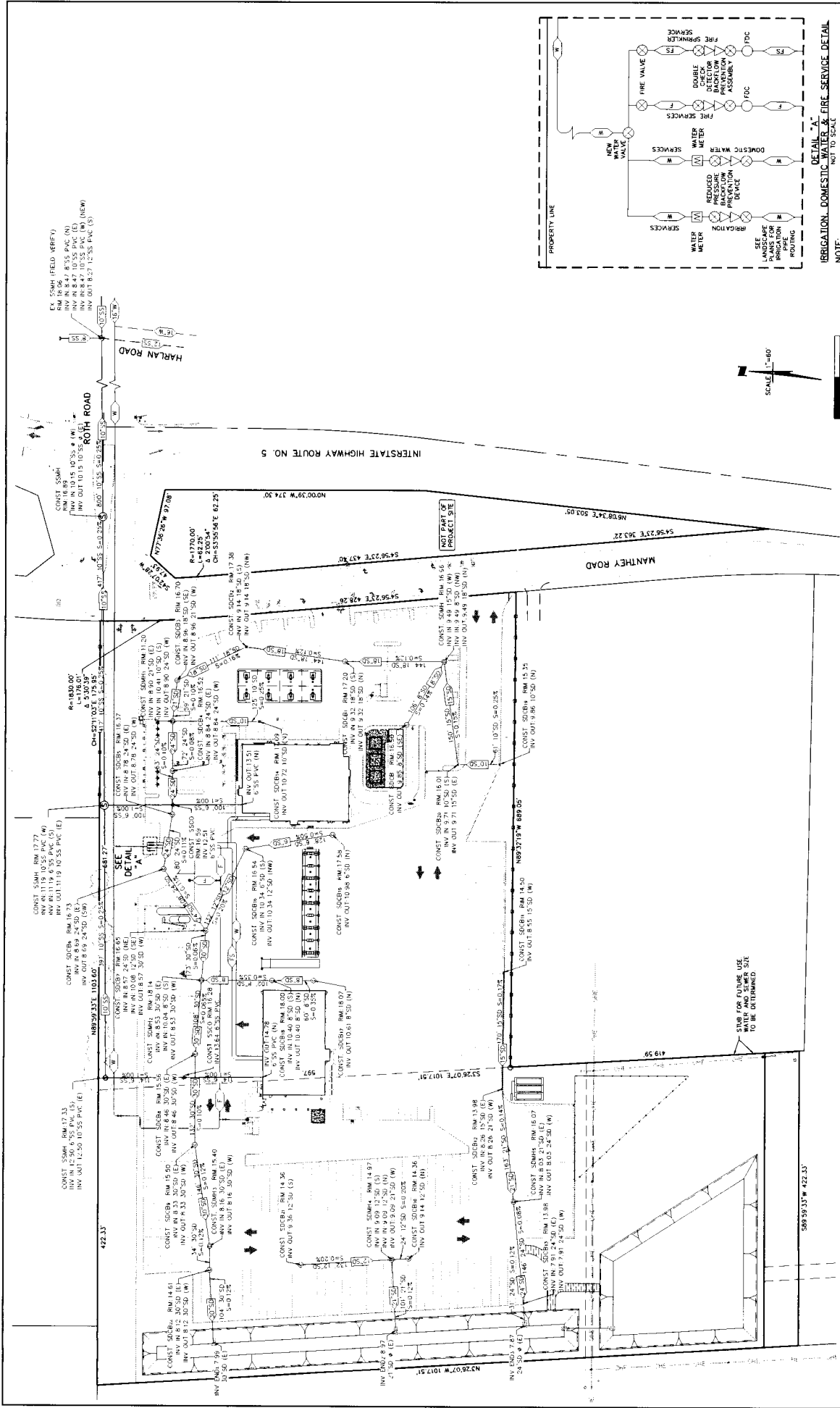
**SCALE: 1"=40'**

**SCALE: 1"=10'**

**JOB NO. 4036**  
**DATE: APRIL 2023**  
**DESIGN: ZCW/02/SS**  
**DESIGN: MC**  
**CHECKED: ZCW**

**SHEET 7.3 OF SEVENTEEN FILE 4036**



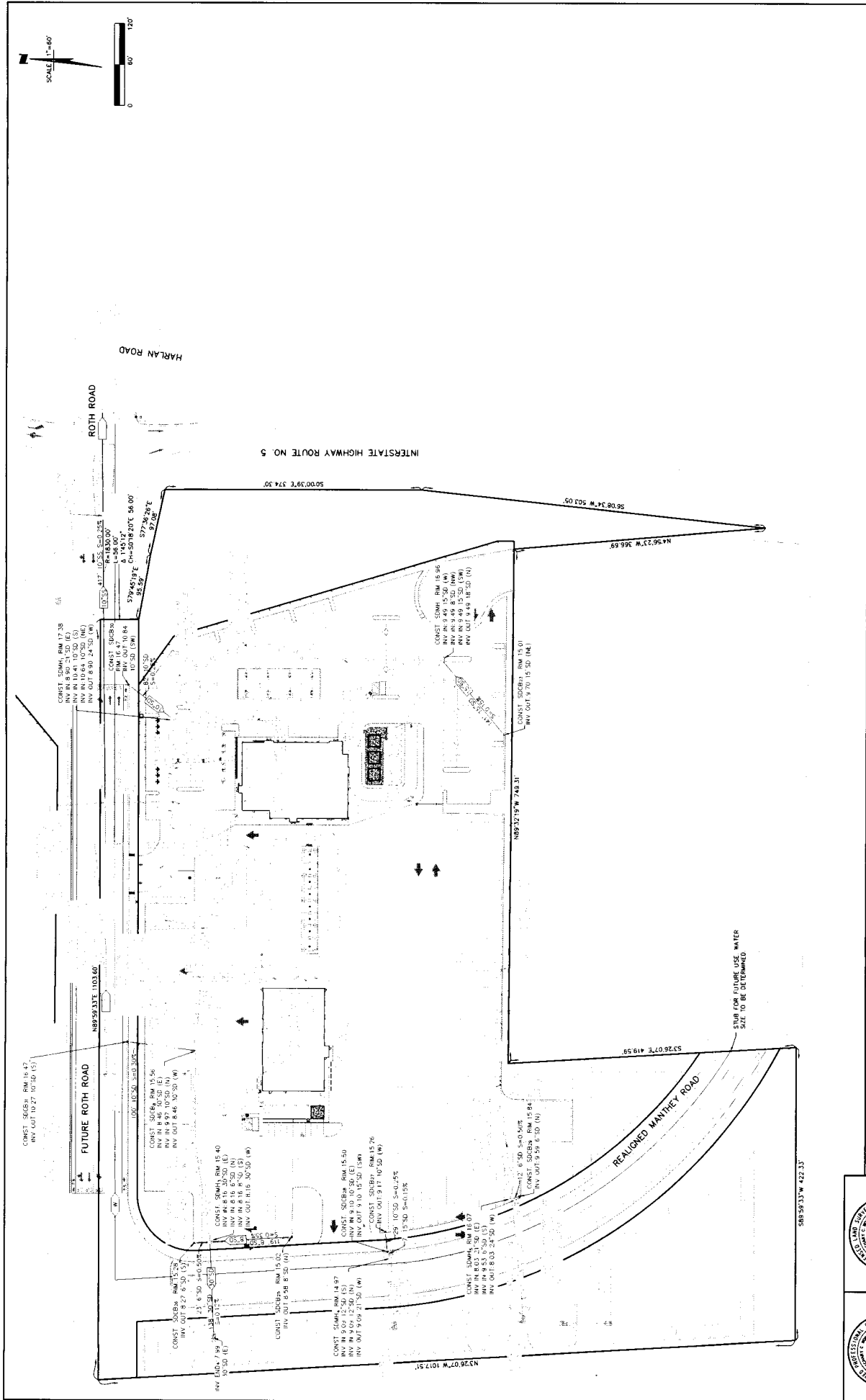


DETAIL 'A'  
IRRIGATION, DOMESTIC WATER & FIRE SERVICE DETAIL  
NOT TO SCALE

NOTE: FIRE SPRINKLER SERVICE AND FIRE SERVICE TO BE DETERMINED BY SIZE OF PLANT, IRRIGATION AND DOMESTIC SERVICES TO BE DETERMINED BY OTHERS.

	<p>UNAUTHORIZED CHANGES AND USES THE ENGINEER PREPARED THIS SET OF PLANS AND IS NOT RESPONSIBLE FOR OR LIABLE FOR UNAUTHORIZED CHANGES TO THESE PLANS. ANY UNAUTHORIZED CHANGES TO THESE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARED OF THIS PLAN.</p>	<p>NO. DESCRIPTION</p> <p>REASONS</p> <p>DATE</p> <p>BY</p>	<p>DATE: APRIL 2023</p> <p>SCALE: AS SHOWN</p> <p>DRAWN: ZW/C/S/S</p> <p>DESIGN: MEI</p> <p>CHECKED: ZCW</p>	<p>11283 S MANTHEY ROAD</p> <p>19-0309</p> <p>CALIFORNIA</p> <p>SHEET 8</p> <p>OF SIXTEEN</p> <p>FILE 4036</p>
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WONG ENGINEERS, INC.  
4578 TEALBERRY BLVD., SUITE A  
STOCKTON, CALIFORNIA (209) 496-0011  
Date: 4/14/23 U.S.



<b>UNAUTHORIZED CHANGES AND USES:</b> THE ENGINEER PREPARING THIS SITE PLAN WILL NOT BE RESPONSIBLE FOR ANY CHANGES TO OR USES OF THIS SITE PLAN. ALL CHANGES TO THE SITE PLAN MUST BE APPROVED BY THE PREPARER OF THIS PLAN.		REVISIONS DATE BY	
<b>WONG ENGINEERS, INC.</b> PLANNING, ENGINEERING, SURVEYING 17293 S. MANTNEY ROAD STOCKTON, CALIFORNIA 95210-4101 R.C.E. 49317 DATE: 04/08/2023 L.S. 2800		JOB NO.: 4036 DATE: APRIL 2023 SCALE: AS SHOWN DESIGNED: WJC CHECKED: ZCW	
PRELIMINARY UTILITY PLAN PHASE II		17293 S. MANTNEY ROAD LATHROP CALIFORNIA	
SHEET OF SEVENTEEN FILE 4036		SHEET OF SEVENTEEN FILE 4036	



M. MCCORMICK ARCHITECT  
ARCHITECTURAL FIRM

**MAA**  
A PROJECT FOR:  
DESIGN SERVICES  
TEAM FRENCH DRIVE  
11293 SOUTH MANTHEY ROAD  
LATHROP, CA 94546  
1500 JUBILEE PARKWAY  
CITY OF OAKLAND, CA 94612

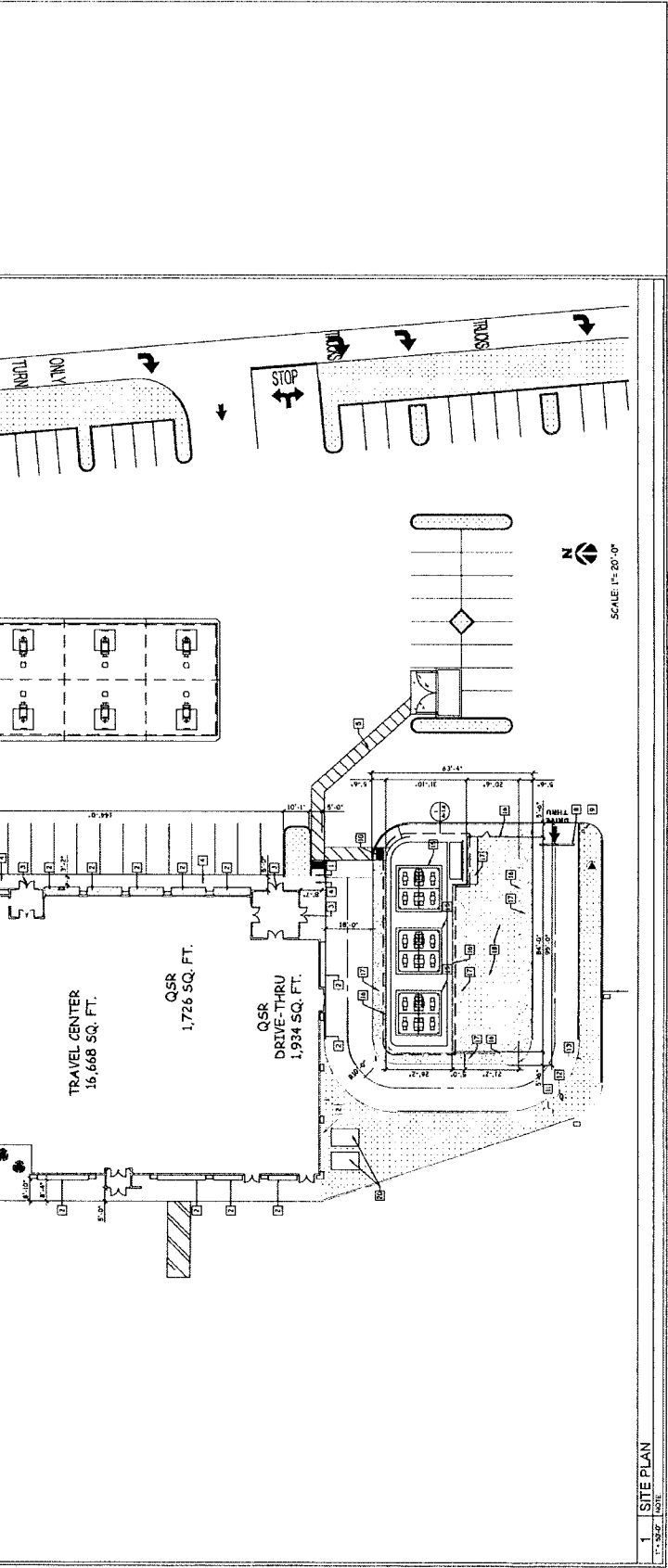


NO.	DESCRIPTION	DATE
0	REVIEW SET	03/28/23
1	DATE	3/22/23

11293 SOUTH MANTHEY ROAD  
LATHROP, CA.  
ENLARGED C-STORE  
SITE PLAN

SP-1.1

- SITE PLAN KEYNOTES**
1. PROVIDE ACCESSIBLE EXITS. TRAFFIC CROSSINGS DO NOT EXCEED 12" CLEARANCE.
  2. PROVIDE ACCESSIBLE EXITS. TRAFFIC CROSSINGS DO NOT EXCEED 12" CLEARANCE.
  3. PROVIDE ACCESSIBLE EXITS. TRAFFIC CROSSINGS DO NOT EXCEED 12" CLEARANCE.
  4. PROVIDE ACCESSIBLE EXITS. TRAFFIC CROSSINGS DO NOT EXCEED 12" CLEARANCE.
  5. PROVIDE ACCESSIBLE EXITS. TRAFFIC CROSSINGS DO NOT EXCEED 12" CLEARANCE.
  6. PROVIDE ACCESSIBLE EXITS. TRAFFIC CROSSINGS DO NOT EXCEED 12" CLEARANCE.
  7. PROVIDE ACCESSIBLE EXITS. TRAFFIC CROSSINGS DO NOT EXCEED 12" CLEARANCE.
  8. PROVIDE ACCESSIBLE EXITS. TRAFFIC CROSSINGS DO NOT EXCEED 12" CLEARANCE.
  9. PROVIDE ACCESSIBLE EXITS. TRAFFIC CROSSINGS DO NOT EXCEED 12" CLEARANCE.
  10. PROVIDE ACCESSIBLE EXITS. TRAFFIC CROSSINGS DO NOT EXCEED 12" CLEARANCE.
  11. PROVIDE ACCESSIBLE EXITS. TRAFFIC CROSSINGS DO NOT EXCEED 12" CLEARANCE.
  12. PROVIDE ACCESSIBLE EXITS. TRAFFIC CROSSINGS DO NOT EXCEED 12" CLEARANCE.
  13. PROVIDE ACCESSIBLE EXITS. TRAFFIC CROSSINGS DO NOT EXCEED 12" CLEARANCE.
  14. PROVIDE ACCESSIBLE EXITS. TRAFFIC CROSSINGS DO NOT EXCEED 12" CLEARANCE.
  15. PROVIDE ACCESSIBLE EXITS. TRAFFIC CROSSINGS DO NOT EXCEED 12" CLEARANCE.
  16. PROVIDE ACCESSIBLE EXITS. TRAFFIC CROSSINGS DO NOT EXCEED 12" CLEARANCE.
  17. PROVIDE ACCESSIBLE EXITS. TRAFFIC CROSSINGS DO NOT EXCEED 12" CLEARANCE.
  18. PROVIDE ACCESSIBLE EXITS. TRAFFIC CROSSINGS DO NOT EXCEED 12" CLEARANCE.
  19. PROVIDE ACCESSIBLE EXITS. TRAFFIC CROSSINGS DO NOT EXCEED 12" CLEARANCE.
  20. PROVIDE ACCESSIBLE EXITS. TRAFFIC CROSSINGS DO NOT EXCEED 12" CLEARANCE.



1 SITE PLAN  
DATE: 3/22/23

NOTE: DRAWINGS ARE NOT TO SCALE IF SHEET IS PLOTTED ON 11" x 17"

**MHA**  
M. HIGDON/THOMAS ARCHITECT  
LICENSE NO. 034867

**DESIGN SERVICES**  
1100 SOUTH WANTHEY ROAD  
LATHROP, CA 94546  
TEL: 415.438.8888  
WWW.MHAARCHITECT.COM

A PROJECT FOR:  
STANFORD/STAN INVESTMENT, INC.  
11293 SOUTH WANTHEY ROAD  
LATHROP, CA 94546  
CITY OF LATHROP, CA 94546



NO.	DESCRIPTION	DATE
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1	DATE	3/29/23

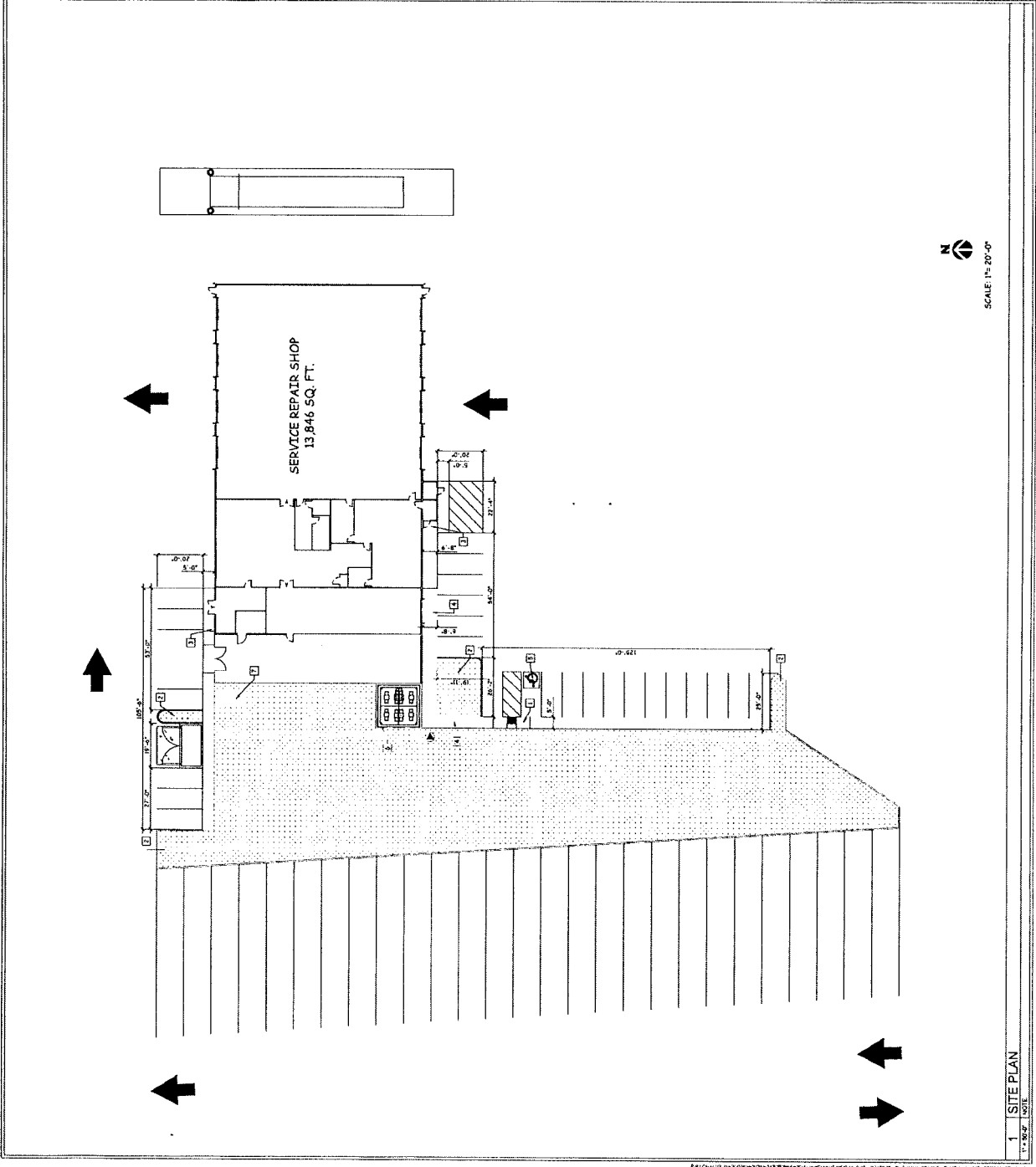
  

DATE	SCALE	DRAWN	CHKD	APPD

11293 SOUTH WANTHEY ROAD  
LATHROP, CA  
SITE PLAN - ENLARGED  
SERVICE REPAIR SHOP

**SP-1.2**

- SITE PLAN KEYNOTES**
1. ALL EXISTING AND PROPOSED UTILITIES SHOWN AS NOT TO BE MOVED.
  2. ALL EXISTING AND PROPOSED UTILITIES SHOWN AS NOT TO BE MOVED.
  3. ALL EXISTING AND PROPOSED UTILITIES SHOWN AS NOT TO BE MOVED.
  4. ACCESSIBLE CONCRETE SURFACE ONLY CROSS SLOPE DOES NOT EXCEED 2% IN ANY DIRECTION. CLEARANCE AT DOORS & SLOPE NOT TO EXCEED 8" MINIMUM.
  5. ACCESSIBLE PARKING AND DRIVWAY: READY IMPACT SLOPE DOES NOT EXCEED 2% IN ANY DIRECTION. ACCESSIBLE PARKING SPACES AND ACCESSIBLE DRIVWAY SHALL BE PROVIDED.
  6. ALL UTILITIES SHALL BE SHOWN WITH THE AREA WITH UTILITY SYMBOLS. SEE SHEET SP-1.1 FOR UTILITY PLAN.
  7. ALL UTILITIES SHALL BE SHOWN WITH THE AREA WITH UTILITY SYMBOLS. SEE SHEET SP-1.1 FOR UTILITY PLAN.



NOTE: DRAWINGS ARE NOT TO SCALE IF SHEET IS PLOTTED ON 11" x 17"

1 SITE PLAN  
1" = 20'-0"

**MMA**  
M. MOONSHAM ARCHITECT  
LICENSE NO. C-3681

**DESIGN SERVICES**  
1518 FRENCH DRIVE  
CRAIG VALLEY, CA 94508  
WWW.MMAARCHITECT.COM

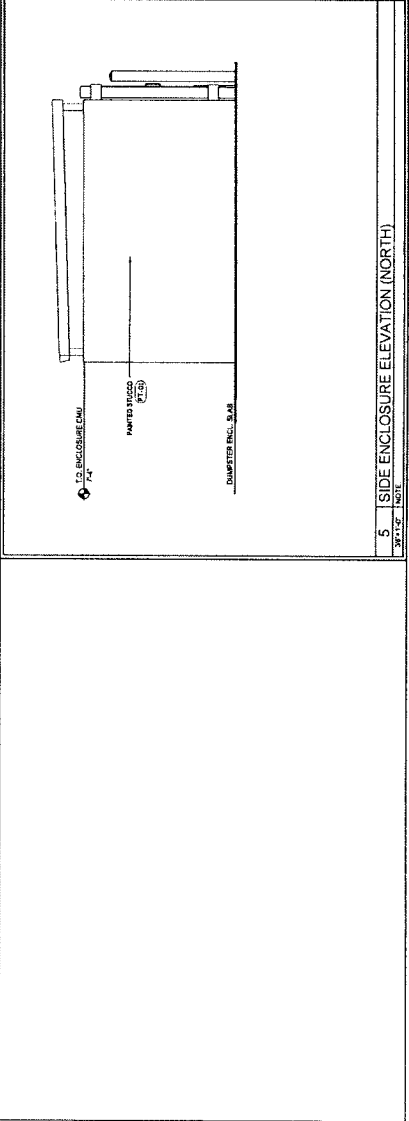
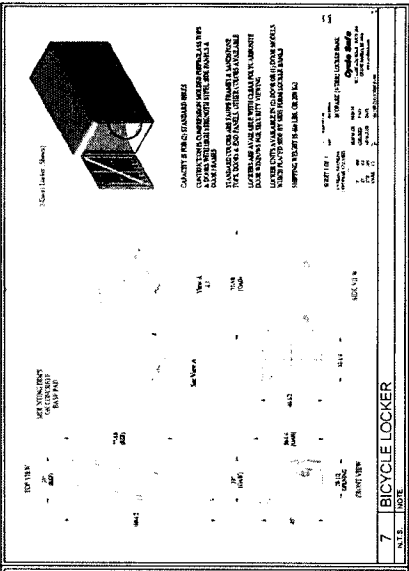
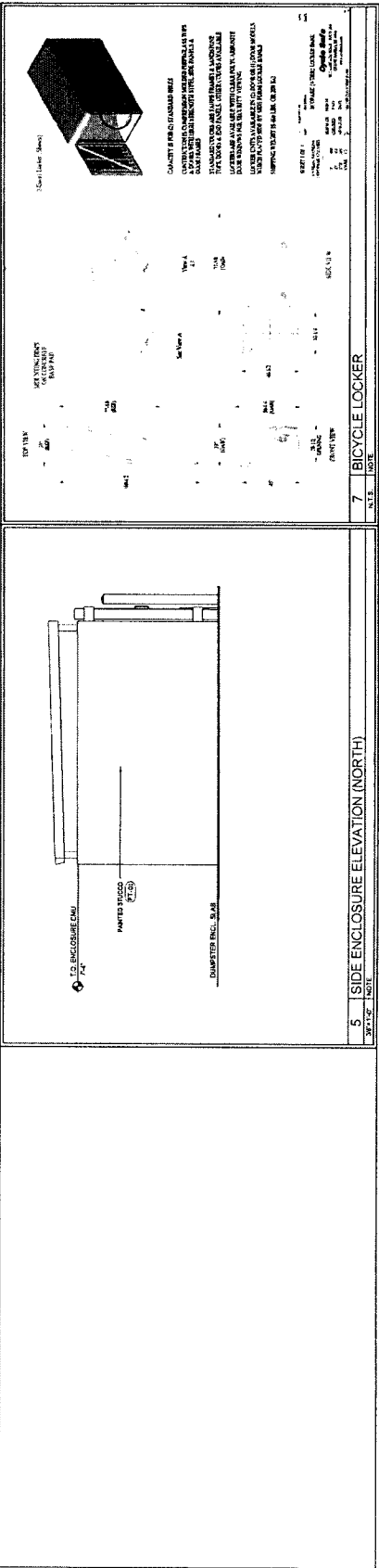
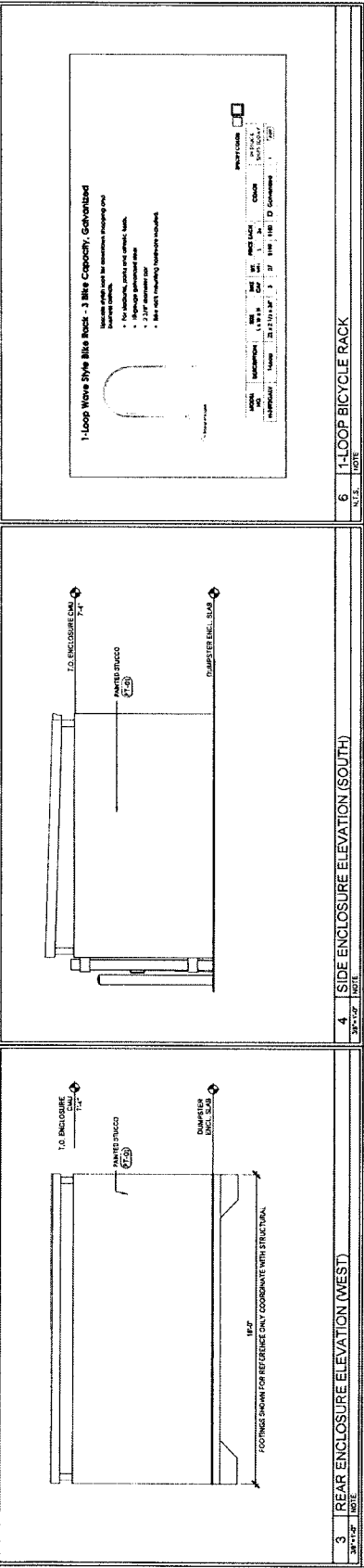
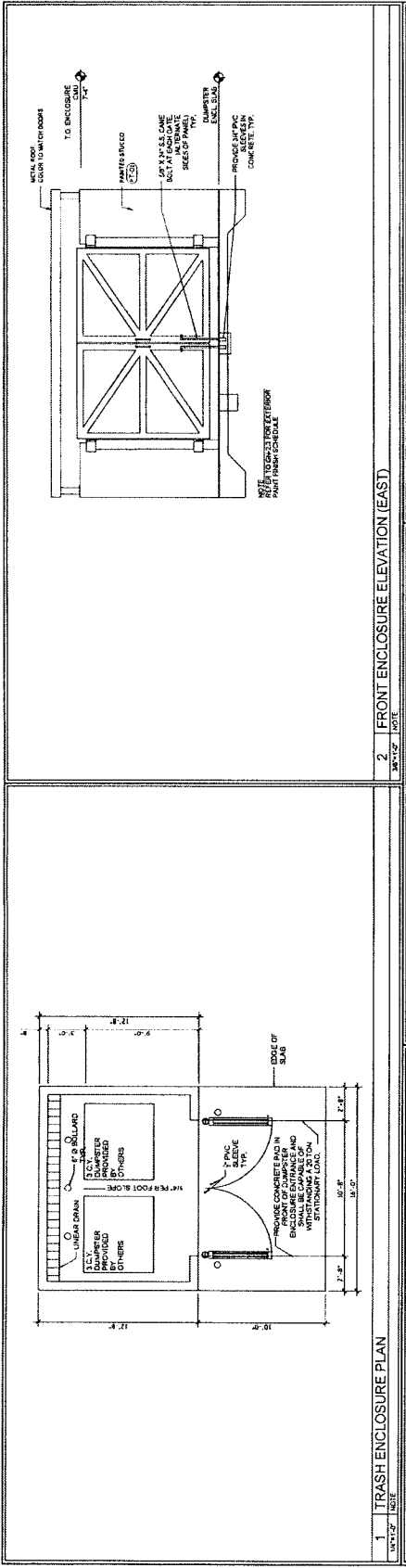
A PROJECT FOR:  
STATIONARY LOCKER ENCLOSURE  
17700 SOUTHWAY PARKWAY  
LATHROP, CA 95126



NO. DESCRIPTION	DATE
0 REVIEW SET	03/05/23
DATE	3/6/23
SCALE	
DS/NN	
CFO	
APPD	

11293 SOUTH WANTHEY ROAD  
LATHROP, CA  
TRASH ENCLOSURE DETAILS  
COLOR ELEVATIONS

**SD-1.0**



NOTE: DRAWINGS ARE NOT TO SCALE IF SHEET IS PLOTTED ON 11" x 17"



**MHA**  
 M. HUGHES ARCHITECT  
 LICENSE NO. 12-30601  
 DESIGN SERVICES  
 10000 BAYVIEW BLVD  
 SUITE 100  
 OAKS VALLEY, CA 94649  
 TEL: 925.938.8800  
 FAX: 925.938.8801  
 WWW.MHAARCHITECT.COM

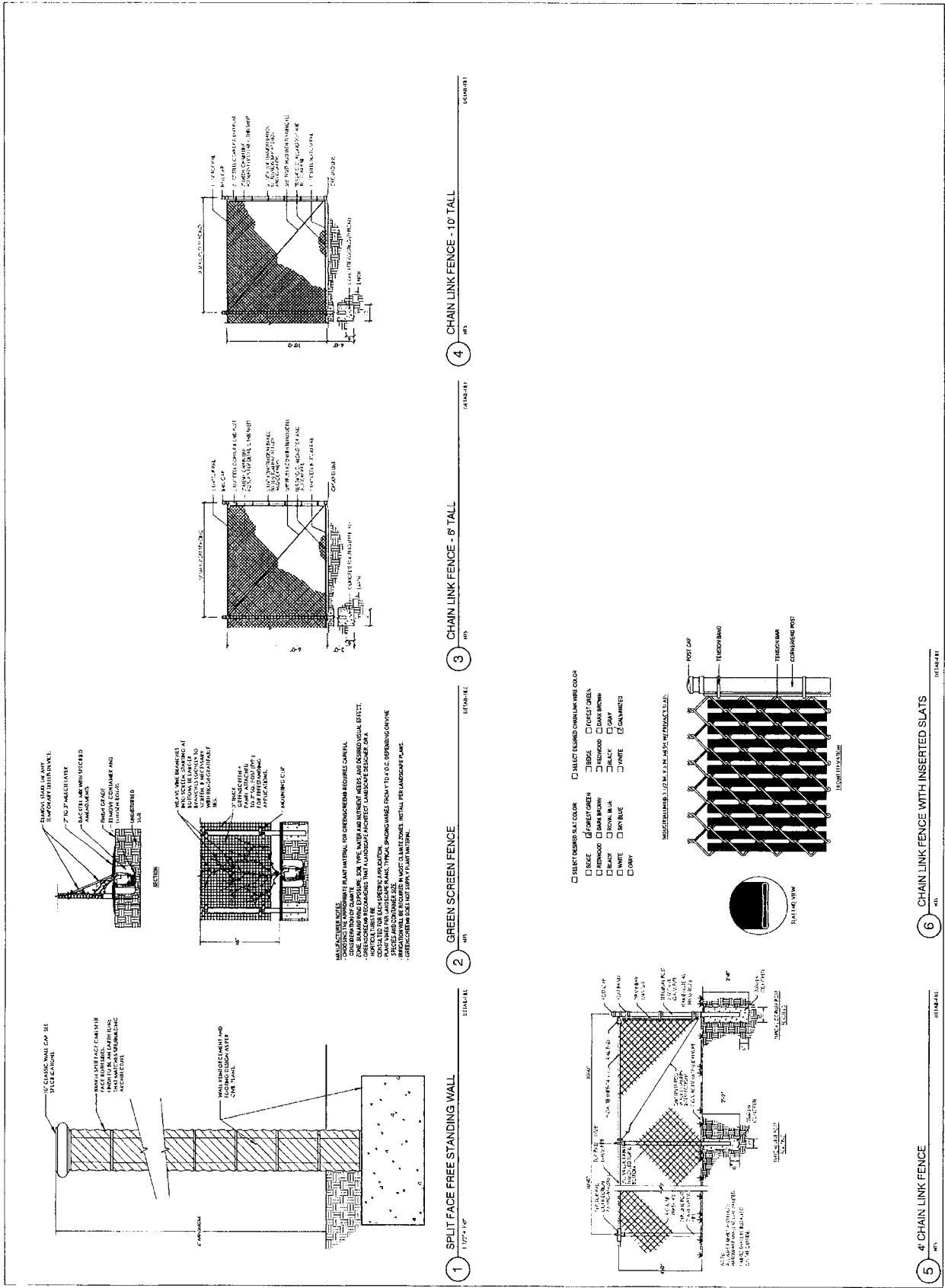
**A PROJECT FOR:**  
 ENHANCED CLEAN INVESTMENT INC.  
 11293 SOUTH WANTHEY ROAD  
 LATHROP, CA 95230

**LANDSCAPE ARCHITECTURE**  
 LANDSCAPE ARCHITECTURE  
 CIVICS STREET  
 LATHROP, CA 95230  
 TEL: 925.938.8800  
 FAX: 925.938.8801  
 WWW.LANDSCAPEARCHITECT.COM

DATE	02/22/22
SCALE	AS SHOWN
DESIGN	PLANNING
CDD	
APPD	

11293 SOUTH WANTHEY ROAD  
 LATHROP, CA  
 LANDSCAPE PLAN  
 DETAILS

**L3**





M. MOONSHOT/AM ARCHITECT  
LICENSE NO. 53661

**MAA**  
DESIGN SERVICES  
1534 FRANCHISE DRIVE  
COSTA MESA, CA 92626  
949.444.4444  
www.maa.com

A PROJECT FOR:  
STANFORD UNIVERSITY  
11293 SOUTH WANTHEY ROAD  
LATHROP, CA 94553

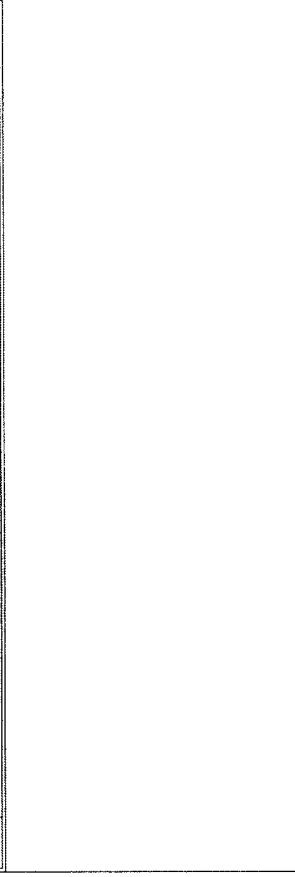
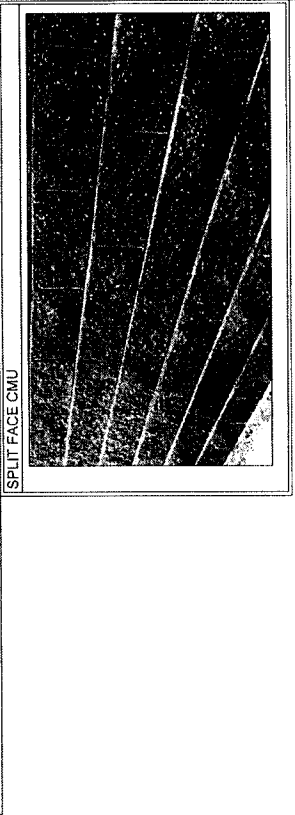
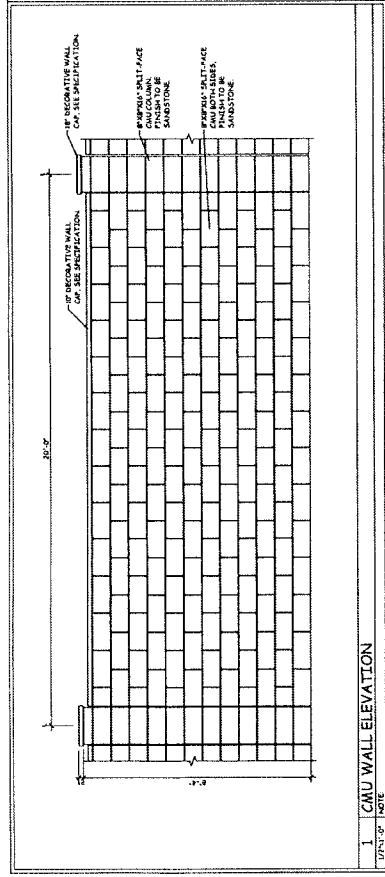
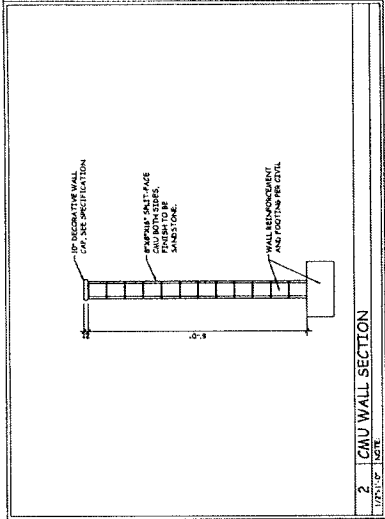
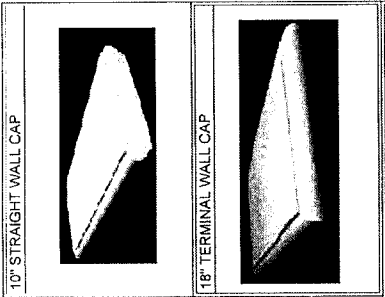


NO.	DESCRIPTION	DATE
0	REVIEW SET	10/08/23
1	DATE	3/6/23

SCALE: \_\_\_\_\_  
DRAWN: \_\_\_\_\_  
CEO: \_\_\_\_\_  
APPD: \_\_\_\_\_

11293 SOUTH WANTHEY ROAD  
LATHROP, CA.

**SD-1.1**



NOTE: DRAWINGS ARE NOT TO SCALE IF SHEET IS PLOTTED ON 11" x 17"



M. HIGGINS/OTIUM ARCHITECT  
11544 FANCHUR DRIVE  
SAN DIEGO, CA 92121  
TEL: 619.451.1000  
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**MHA**  
DESIGN SERVICES

A PROJECT FOR:  
SIMPSON DESIGN & BUILD, INC.  
CONTACT: KATHERINE STAMM  
1700 LAUREL PARKWAY  
SAN DIEGO, CA 92108



NO.	DESCRIPTION	DATE
0	REVIEW SET	03/06/23
1	SCALE	
2	DRAWN	
3	CKD	
4	APPD	

DATE: 3/6/23

11293 SOUTH MANTHEY ROAD  
LATHROP, CA.

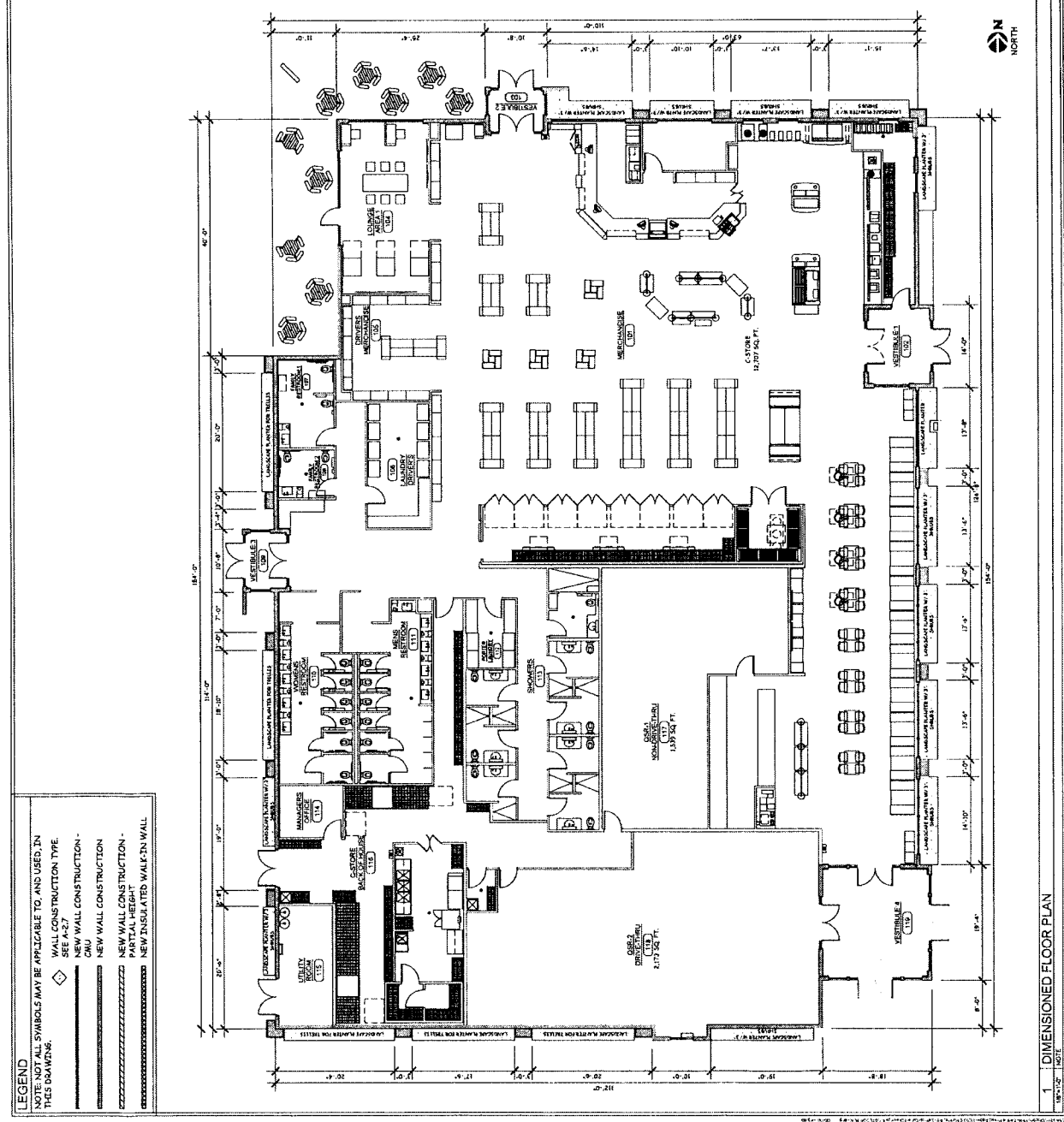
**DIMENSIONED FLOOR PLAN**

**A-1.0**

**KEYNOTES**

**GENERAL NOTES**

1. ALL INTERIOR DIMENSIONS ARE FINISH SURFACE TO FINISH SURFACE OR CENTER LINE OF COLUMNS, UNLESS OTHERWISE NOTED.
2. ALL WALLS TO BE SET TO A FINISH FINISH LINE.
3. THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH STRUCTURAL, MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS AS A COMPLETE SET.
4. PROVIDE BLOCKING AND BRACING AS DEFINED IN ACCESSORIES COORDINATE WITH FIXTURE AND SHOP DRAWINGS. PROVIDE PARTITIONS FOR ALL CASEWORK AND NEW PARTITIONS FOR ALL CASEWORK AND ACCESSORIES COORDINATE WITH FIXTURE AND SHOP DRAWINGS. PROVIDE WATER RESISTANT GYP. BD. AT ALL WET LOCATIONS. ALL DOORS TO BE OPENING INTO UNFINISHED WALL JOIN. W/ 1/2" GYP. BOARD. PROVIDE FINISH TO ALL WALL JOIN. SPREAD CLASSIFICATION IN 1947 TABLE 603.11
5. PROVIDE FINISH TO ALL WALL JOIN. SPREAD CLASSIFICATION IN 1947 TABLE 603.11
6. PROVIDE FINISH TO ALL WALL JOIN. SPREAD CLASSIFICATION IN 1947 TABLE 603.11
7. PROVIDE FINISH TO ALL WALL JOIN. SPREAD CLASSIFICATION IN 1947 TABLE 603.11
8. IBC SECTION 1109.13 AND ELECTRICAL DRWS



**LEGEND**

NOTE: NOT ALL SYMBOLS MAY BE APPLICABLE TO, AND USED, IN THIS DRAWING.

- ◊ WALL CONSTRUCTION TYPE SEE A-2.7
- ▬ NEW WALL CONSTRUCTION - PARTIAL HEIGHT
- ▬ NEW WALL CONSTRUCTION - FULL HEIGHT
- ▬ NEW INSULATED WALL-FIN WALL



1. DIMENSIONED FLOOR PLAN

NOTE: DRAWINGS ARE NOT TO SCALE IF SHEET IS PLOTTED ON 11" x 17"

M. HINGENBOTHAM ARCHITECT  
 DESIGN SERVICES  
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 OAKLAND, CA 94612  
 (510) 533-5899  
 www.mhingenbotham.com

A PROJECT FOR:  
 LATHROP TRAVEL CENTER  
 CONTACT: DANIELA SIVAK  
 (510) 533-5899  
 11293 SOUTH MANTHEY ROAD  
 LATHROP, CA 94553



DATE	3/6/23
DESCRIPTION	D REVIEW SET
SCALE	01/06/23
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APPD	

11293 SOUTH MANTHEY ROAD  
 LATHROP, CA  
 EXTERIOR ELEVATIONS

A-5.0

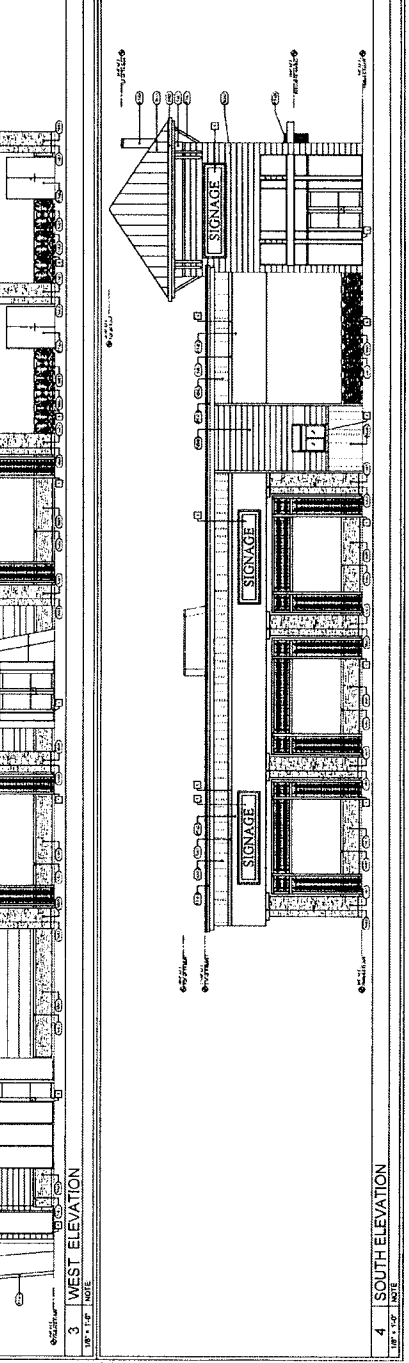
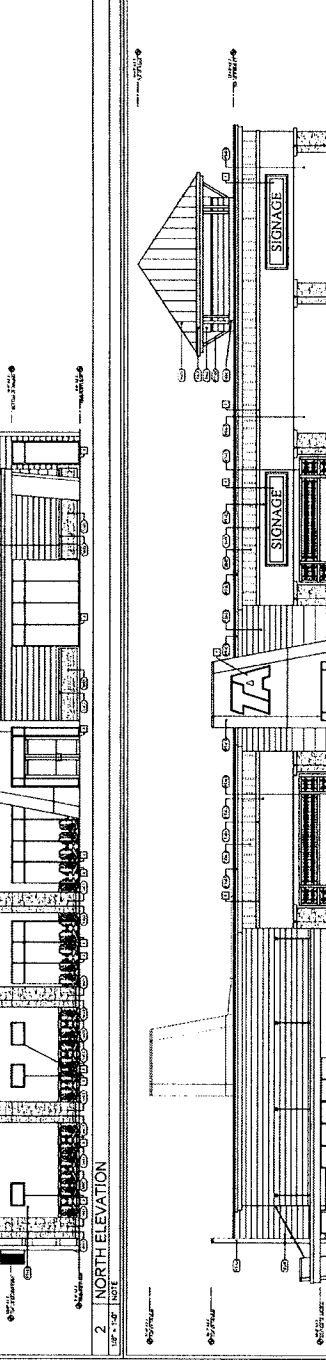
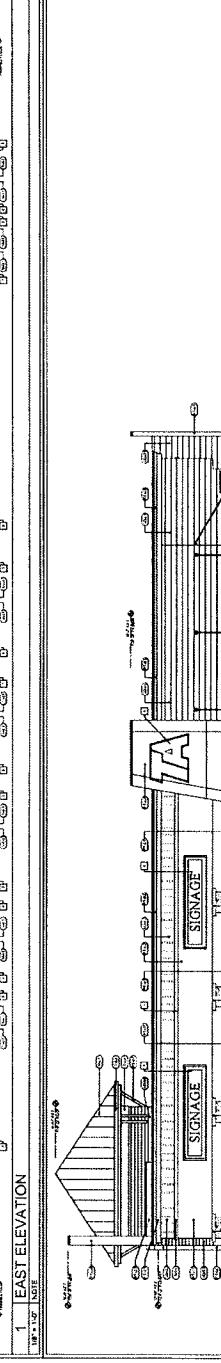
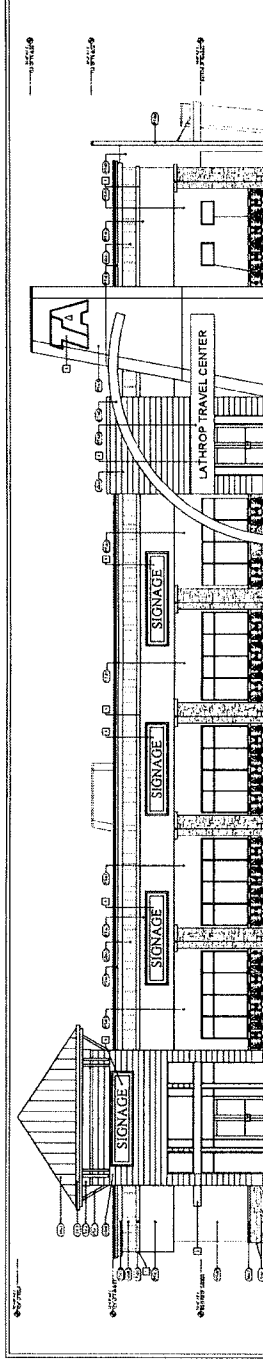
**FINISH SCHEDULE**

FS-01	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6098 "WATER" / METAL ROOF: "CHARCOAL GRAY"
FS-02	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 9173 "MISTAKE"
FS-03	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 7058 "SUNNY WHITE"
FS-04	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-05	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-06	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-07	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-08	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-09	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-10	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-11	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-12	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-13	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-14	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-15	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-16	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-17	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-18	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-19	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-20	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-21	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-22	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-23	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-24	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-25	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
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FS-31	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
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FS-46	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
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FS-79	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
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FS-97	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-98	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-99	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"
FS-100	PAINTED WOOD: COLOR: SHERWIN WILLIAMS SW 6489 "STON"

- KEYNOTES**
- 4"x4" METAL TUBE LANSKAP TRUSSES
  - REFINISHED METAL FINISHING - SEE FINISH SCHEDULE
  - STORAGE/PAVING FRAME TO BE SAME FINISH, TYPICAL
  - SHIMS SHOWN FOR REFERENCE, UNDER SPANNE PERMIT.
  - PAINTED STUCCO KIND: SEE FINISH SCHEDULE
  - 3" HIGH SHIMS, LEFT TO LANDSCAPE PLAN FOR DETAILS

**FINISH SAMPLES**

SW 6098 Water Location Number: 24-27	SW 9173 Mistake Location Number: 24-27
SHERWIN WILLIAMS SW689 "PAPER WHITE"	SHERWIN WILLIAMS SW773 "SECRETARY"
SW 7006 Extra White Location Number: 27-1	SW 6489 Ston Location Number: 24-27
SHERWIN WILLIAMS SW7006 "EXTRA WHITE"	SHERWIN WILLIAMS SW689 "STOP"
TA CUSTOM BLUE	METAL ROOF "CHARCOAL GRAY"
EL DORADO STONE SPLIT EDGE SILL, COASTAL SAND	EL DORADO STONE MOUNTAIN LEDGE "SERRA"
WOOD GRAIN "DOUGLAS FIR"	



NOTE: DRAWINGS ARE NOT TO SCALE IF SHEET IS PLOTTED ON 11" x 17"

M. HIGGINS/THAM ARCHITECT  
 LICENSE NO. 00001  
**MAA**  
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 TEL: 619-594-9988  
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 WWW.MAAARCHITECT.COM

A PROJECT FOR:  
 SHERWIN WILLIAMS, 11293 SOUTH MANTHEY ROAD  
 LATHROP, CA 95026  
 CONTACT: GORDON/STONER  
 LATHROP, CA 95026



DATE	04/12/22
NO. DESCRIPTION	0 REVIEW SET
SCALE	
DRAWN	
CHKD	
APPD	

11293 SOUTH MANTHEY ROAD  
 LATHROP, CA  
 EXTERIOR ELEVATIONS  
 COLOR

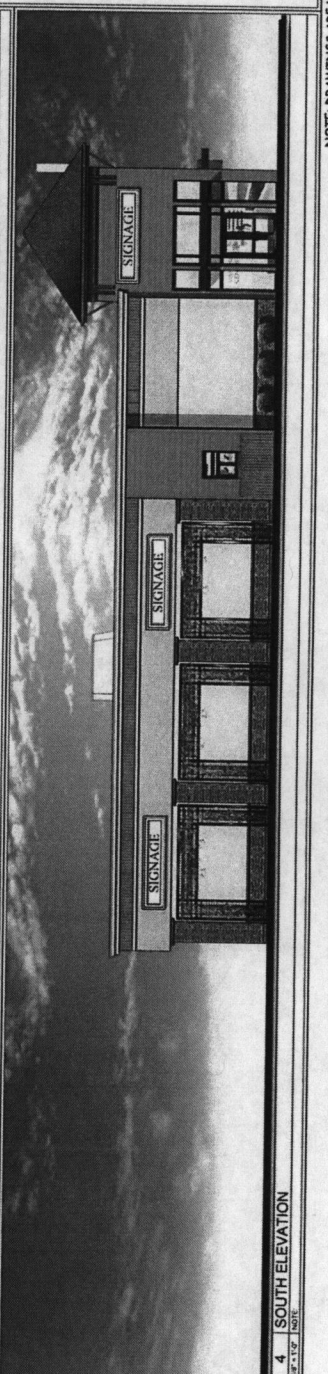
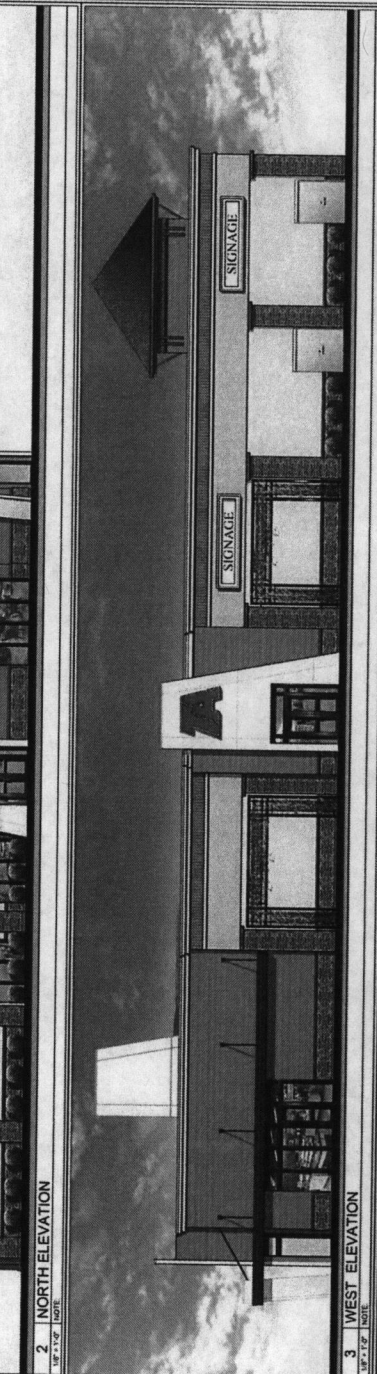
A-5.0a

**FINISH SCHEDULE**

PF-01	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-02	"FADE WHITE"
PF-03	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 9713
PF-04	"SKITIAE"
PF-05	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 7006
PF-06	"EXTRA WHITE"
PF-07	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-08	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-09	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-10	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-11	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-12	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-13	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-14	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
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PF-16	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-17	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
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PF-37	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-38	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-39	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-40	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-41	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-42	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-43	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-44	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-45	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-46	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-47	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-48	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-49	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-50	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
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PF-91	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-92	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-93	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-94	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-95	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-96	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-97	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-98	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-99	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069
PF-100	PAINTED STUCCO COLOR: SHERWIN WILLIAMS SW 6069

**FINISH SAMPLES**

SW 6069 Pacer White Interior Exterior Location Number: 207-C7	SW 9713 Sinitals Interior Exterior Location Number: 208-C1
SW 7006 Extra White Interior Exterior Location Number: 207-C1	SW 6069 Stop Interior Exterior Location Number: 181-C3
SHERWIN WILLIAMS SW6069 "EXTRA WHITE"	SHERWIN WILLIAMS SW6069 "STOP"
TA CUSTOM BLUE	METAL ROOF "CHARCOAL GRAY"
WOOD GRAIN "DOUGLAS FIR"	EL DORADO STONE MOUNTAINLEDGE "SIERRA"
EL DORADO STONE SPLIT EDGE SILL, "COASTAL SAND"	



NOTE: DRAWINGS ARE NOT TO SCALE IF SHEET IS PLOTTED ON 11" x 17"



M. HERRNSTEIN ARCHITECT  
LICENSE NO. C-3401

**MHA**  
DESIGN SERVICES

10000 BAYVIEW AVENUE  
SUITE 100  
CHANA VALLEY, CA 94524  
TEL: (925) 391-1000  
WWW.MHARCHITECT.COM

A PROJECT FOR:  
SINGH/PETROLKIAN INVESTMENT LLC  
CONTACT: 433.988.5566  
PROJECT NO: 1707  
DATE: 3/16/23  
LA 18429, CA 95030



NO	DESCRIPTION	DATE
0	REVIEW SET	02/06/23
	SCALE	
	DRAWN	
	CD	
	APPD	

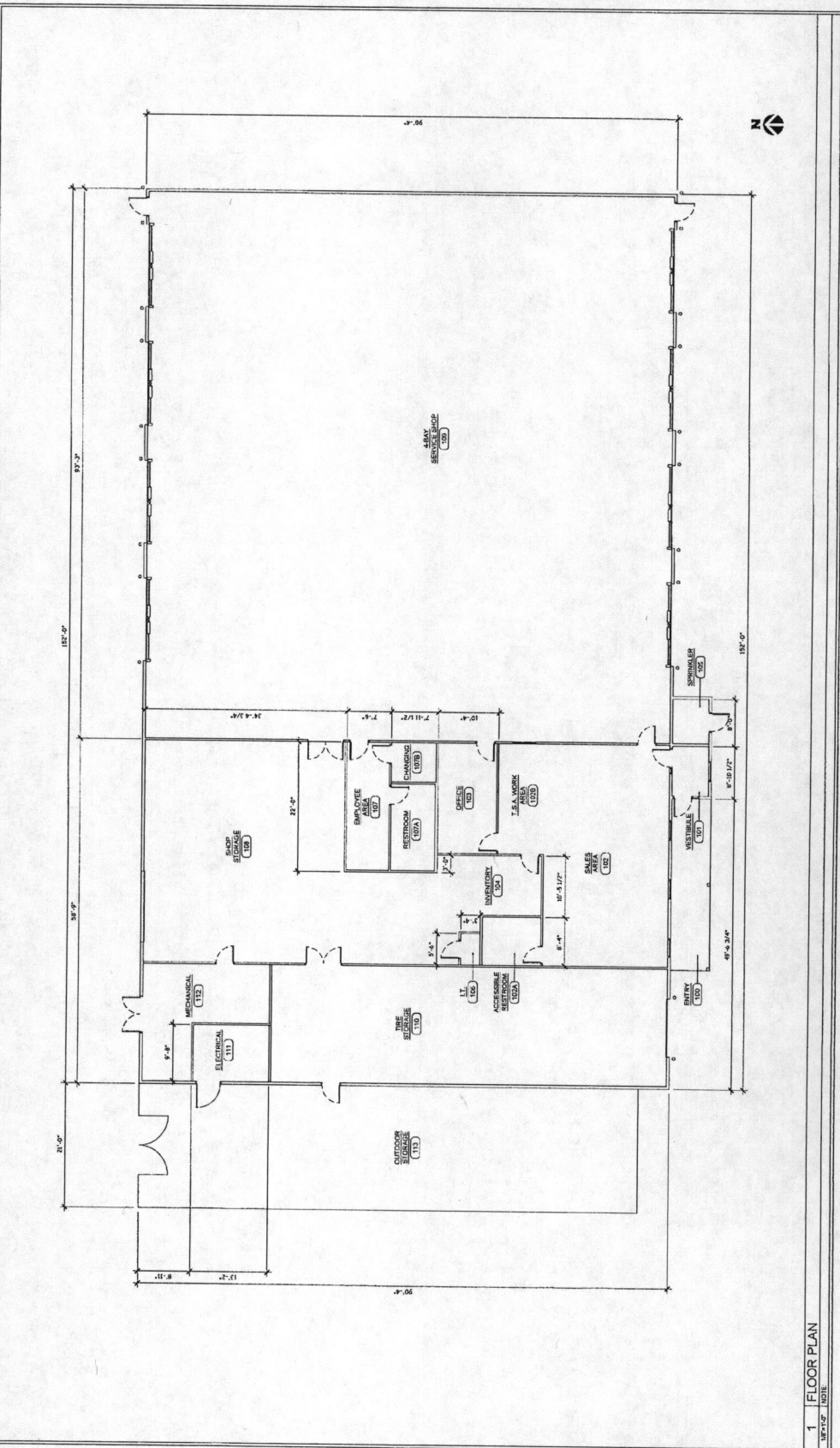
11293 SOUTH MANTHEY ROAD  
LATHROP, CA.  
TRUCK SERVICE  
FLOOR PLAN

**TS-1.0**

**KEYNOTES**

**GENERAL NOTES**

- ALL INTERIOR DIMENSIONS ARE FINISH SURFACE TO FINISH SURFACE OR CENTER LINE OF COLUMNS, UNLESS OTHERWISE NOTED.
- ALL WALLS TO RECEIVE A LEVEL 4 FINISH UNLESS NOTED OTHERWISE.
- THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH STRUCTURAL, MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS AS A COMPLETE SET.
- ALL PARTITIONS AND PARTITIONS AS DEFINED IN SPECIFICATIONS AT THE TIME OF THE PERMITS AND ACCESSORIES COORDINATE WITH FIXTURE SHOP DRAWINGS. PROVIDE WATER RESISTANT GYP. BD. AT ALL WET LOCATIONS. PROVIDE 1/2" GYP. BOARD ON ALL INTERIOR WALLS UNLESS WALL, FLOOR AND CEILING SHALL NOT EXCEED THE PLANE.
- SPREAD GLASSIFICATION IN IBC TABLE 803.11. THE PLANE ELECTRICAL RECEPTACLE MOUNTING HEIGHTS TO COMPLY WITH IBC SECTION 110.8.13 AND ELECTRICAL DRAWS.



**1 FLOOR PLAN**  
UP 1/8" = 1'-0"

NOTE: DRAWINGS ARE NOT TO SCALE IF SHEET IS PLOTTED ON 11" x 17"

M. HIGDON/PTAM ARCHITECT  
1000 SOUTH MAIN STREET  
SUITE 100  
MILWAUKEE, WI 53211

**MHA**  
DESIGN SERVICES  
11500 FRANCIS DRIVE  
MILWAUKEE, WI 53224  
TEL: 414.224.5889  
WWW.MHADESIGN.COM

A PROJECT FOR:  
TRUCK SERVICE LATHROP, CA  
CONTRACT NUMBER: 257-41  
DATE: 03/23/17  
DRAWN BY: J. HANSEN



DATE	3/6/23
NO	DESCRIPTION
0	REVIEW SET
SCALE	000/03
BY	JH
CHKD	
APPD	

11293 SOUTH MANTHEY ROAD  
LATHROP, CA  
TRUCK SERVICE  
EXTERIOR ELEVATIONS

**TS-5.0**

**FINISH SCHEDULE**

MATERIAL/FINISH:

PF-01 PAINTED METAL SIGNAL COLOR: SHERWIN WILLIAMS SW 4899 "FADES WHITE"

PF-02 PAINT COLOR: TA CUSTOM BLUE

PF-03 PAINT COLOR: SHERWIN WILLIAMS SW 4889 "STOP"

PF-04 PAINT COLOR: SHERWIN WILLIAMS SW 7006 "EXTRA WHITE"

W-01 400TALS 3/4" ADJUSTED BETWEEN OPTICAL COLOR 0641

- KEYNOTES**
1. 1/4" W/ 1/4" RADIUS CORNER WALLS PANELS 1/4" FACTORY ALUMINUM FINISH AND STEEL FRAME REFER TO EXTERIOR ELEVATION FOR FINISH AND VERIFY W/ OWNER.
  2. 1/4" W/ 1/4" RADIUS CORNER WALLS PANELS STEEL FRAME REFER TO EXTERIOR ELEVATION FOR COLOR OF FRAME.
  3. 2" SPACING WINDOW FRAME FACTORY FINISH BLACK TYPICAL, VERIFY W/ OWNER.
  4. SPACING SHOWN FOR REFERENCE ONLY, SHIMME NECESSARY.
  5. # 8 STEEL BOLTS.
  6. # 4 HIGH-CORNER LINK FENCE PROVIDE PATHWAY SCREEN ON NORTH AND WEST AND PROVIDE RAIN SCREEN ON WEST SIDE AND PROVIDE RAIN SCREEN ON WEST SIDE. VERIFY W/ OWNER.

**FINISH SAMPLES**

SW 4899  
**Fades White**  
Metal Finish  
Location Number: 257-41

SHERWIN WILLIAMS  
SW 4889 "FADES WHITE"

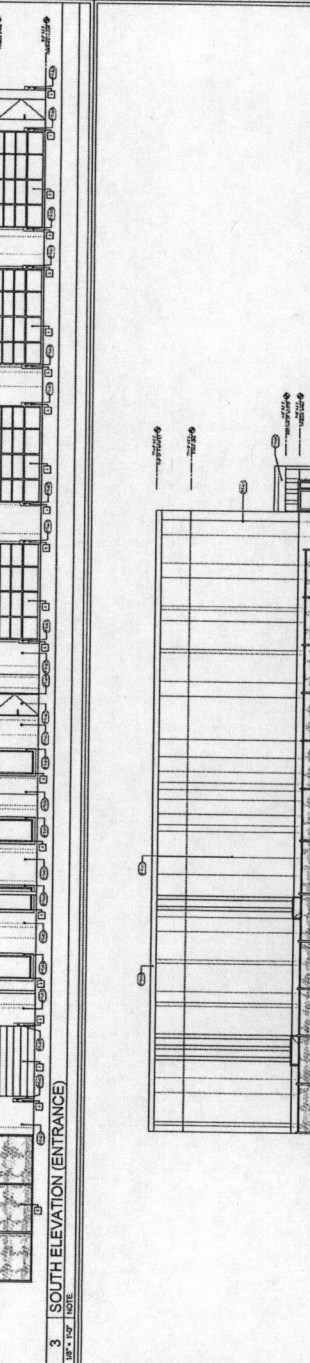
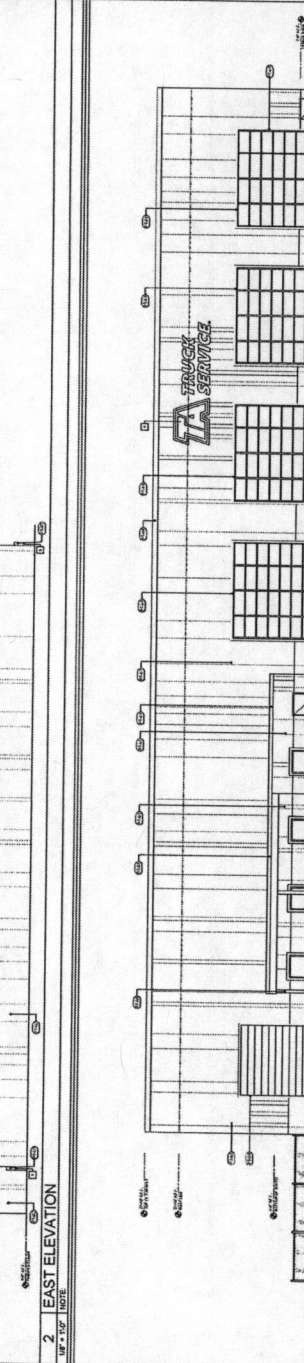
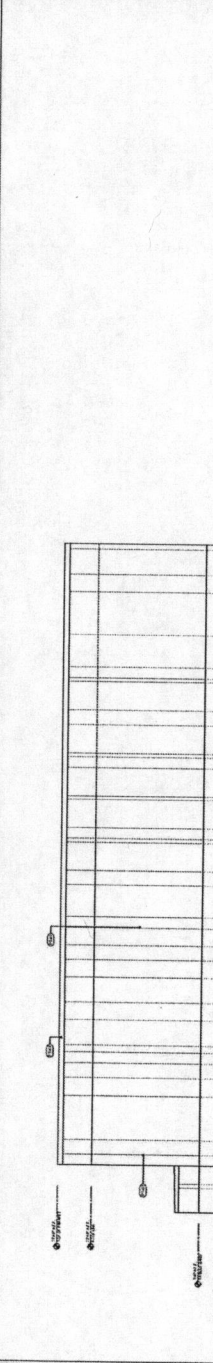
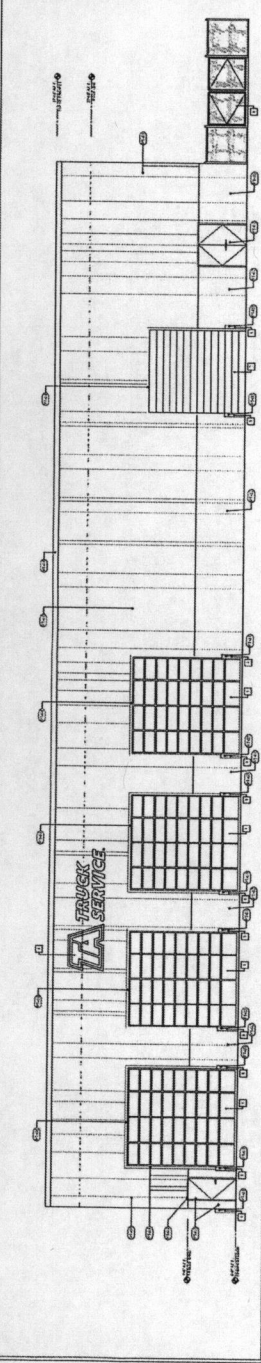
SW 7006  
**Extra White**  
Metal Finish  
Location Number: 257-41

SHERWIN WILLIAMS  
SW 7006 "EXTRA WHITE"

TA  
CUSTOM BLUE

SW 4889  
**STOP**  
Metal Finish  
Location Number: 257-41

SHERWIN WILLIAMS  
SW 4889 "STOP"



NOTE: DRAWINGS ARE NOT TO SCALE IF SHEET IS PLOTTED ON 11" x 17"





**FINISH SCHEDULE**

**MATERIAL/FINISH**

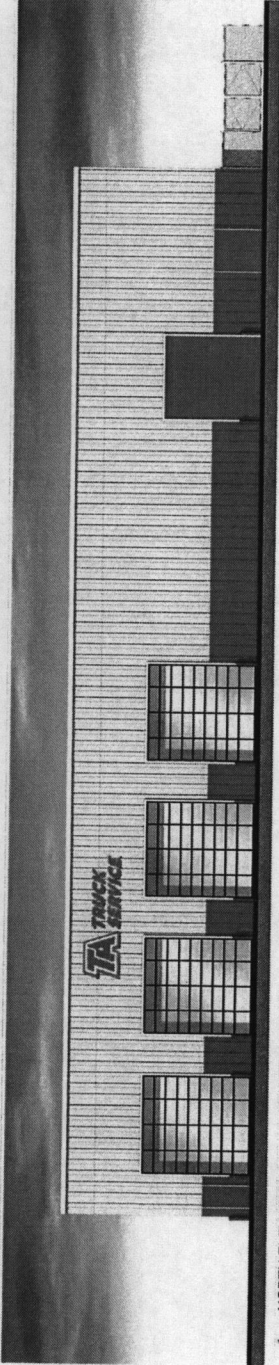
PT51	PAINTED METAL SIDING, COLOR: SHERWIN WILLIAMS SW 6099 "PACER WHITE"
PT52	PAINT COLOR: TA CUSTOM BLUE
PT53	PAINT COLOR: SHERWIN WILLIAMS SW 6669 "STOP WHITE"
PT54	PAINT COLOR: SHERWIN WILLIAMS SW 7006 "EXTRA WHITE"
6-01	ROOFING: 1-1/2" MODIFIED BITUMEN SYSTEM, COLOR: GRAY

**KEYNOTES**

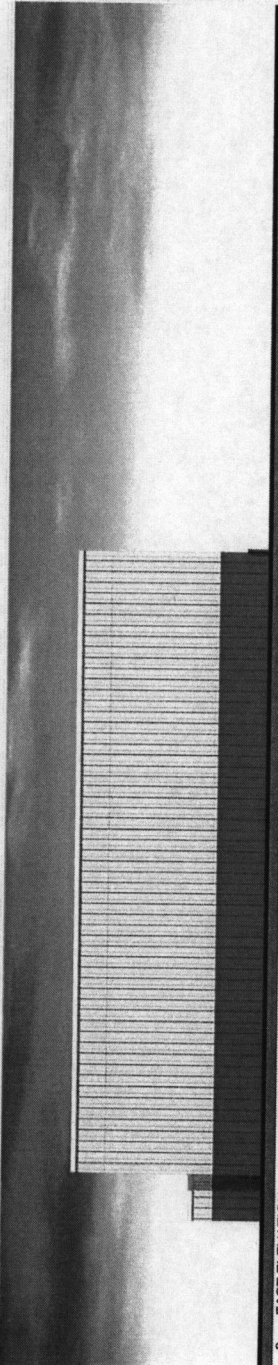
1. 1/2" x 1/4" METAL ROLL-UP DOOR WITH GLASS PANELS W/ FACTORY FINISH. SEE ELEVATIONS FOR COLOR OF FRAME, VERIFY W/ OWNER.
2. 1/2" x 1/4" STEEL ROLL-UP DOOR W/ FACTORY FINISH AND STEEL VERIFY W/ OWNER. SEE ELEVATIONS FOR COLOR OF FRAME.
3. STOREFRONT/WINDOW FRAME: FACTORY FINISH: BLACK. VERIFY W/ OWNER.
4. CHECK WITH SUPPLIER FOR REPLACEMENT ONLY. ISSUANCE DESIGN PROVIDED BY OTHERS.
5. # 0 STEEL ROLL-UP DOOR.
6. VERIFY WITH SUPPLIER FOR REPLACEMENT ONLY. ISSUANCE DESIGN PROVIDED BY OTHERS.
7. 1/2" x 1/4" STEEL ROLL-UP DOOR W/ FACTORY FINISH AND STEEL VERIFY W/ OWNER. SEE ELEVATIONS FOR COLOR OF FRAME.

**FINISH SAMPLES**

SW 6099 Pacer White Interior Exterior Color Number: 20127	TA CUSTOM BLUE
SHERWIN WILLIAMS: SW6098 "PACER WHITE"	SW 6669 Stop Interior / Exterior Color Number: 18 211
SW 7006 Extra White Interior / Exterior Color Number: 201 21	SHERWIN WILLIAMS: SW7006 "EXTRA WHITE"



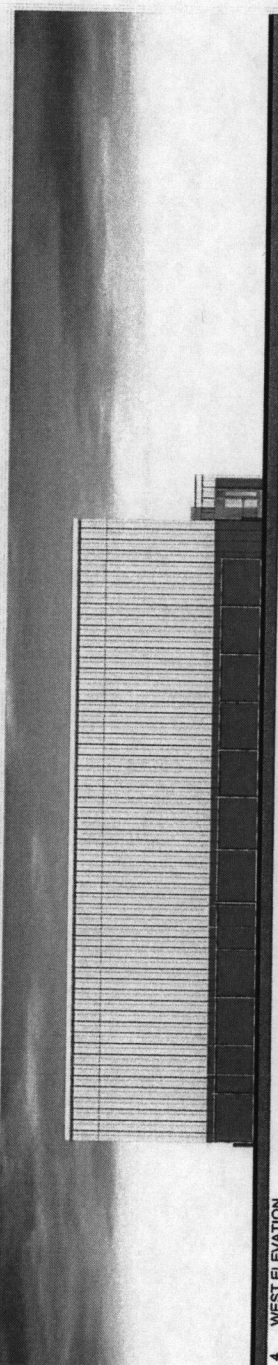
**1 NORTH ELEVATION**  
 1/8" = 1'-0" NOTE



**2 EAST ELEVATION**  
 1/8" = 1'-0" NOTE



**3 SOUTH ELEVATION (ENTRANCE)**  
 1/8" = 1'-0" NOTE



**4 WEST ELEVATION**  
 1/8" = 1'-0" NOTE

DATE 08/11/22  
 SCALE  
 DRAWN  
 CD  
 APPD

11293 SOUTH MANTHEY ROAD  
 LATHROP, CA  
 TRUCK SERVICE  
 EXTERIOR ELEVATIONS  
 COLOR

TS-5.0a

NOTE: DRAWINGS ARE NOT TO SCALE IF SHEET IS PLOTTED ON 11" x 17"





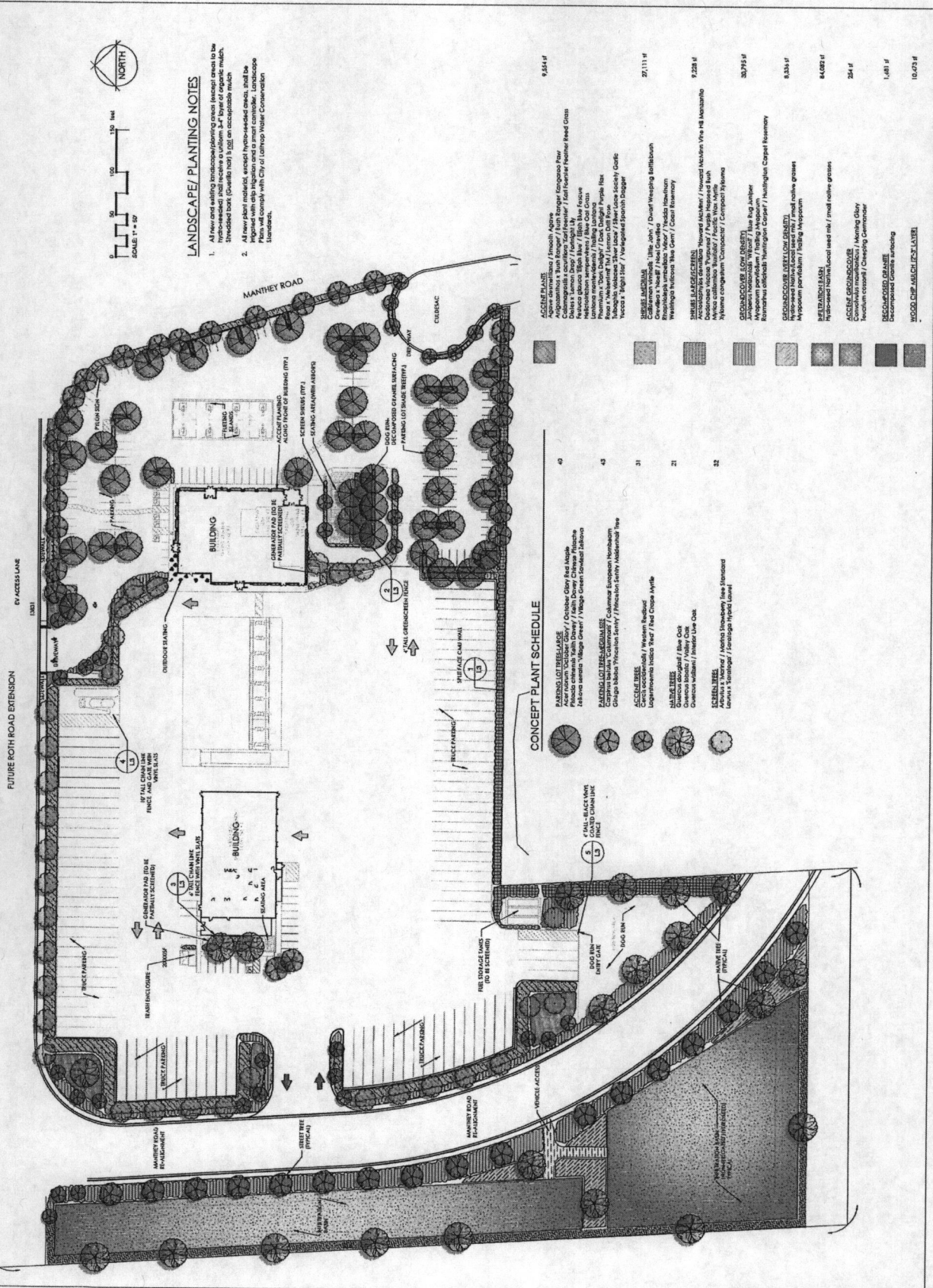




NO. DESCRIPTIONS	1
Q. REVIEW SET	02/22/23
SCALE	02/22/23
DATE	02/22/23
DRWN	
CRD	
APPD	

11293 SOUTH MANTHEY ROAD  
 LATHROP, CA  
**PHASE II**  
**LANDSCAPE PLAN**  
**OVERALL**

**L7**



NOTE: DRAWINGS ARE NOT TO SCALE IF SHEET IS PLOTTED ON 11" x 17"





**Legend**

- Project Site / Annexation Area
- Development Area
- Lathrop City Limits (Proposed)
- Lathrop Sphere of Influence
- Parcel Boundary

**City of Lathrop General Plan Designation**

- FC: Freeway Commercial
- LI: Limited Industrial

**San Joaquin County General Plan Designation**

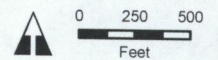
- Agriculture/General

**City of Stockton General Plan Designation**

- Industrial

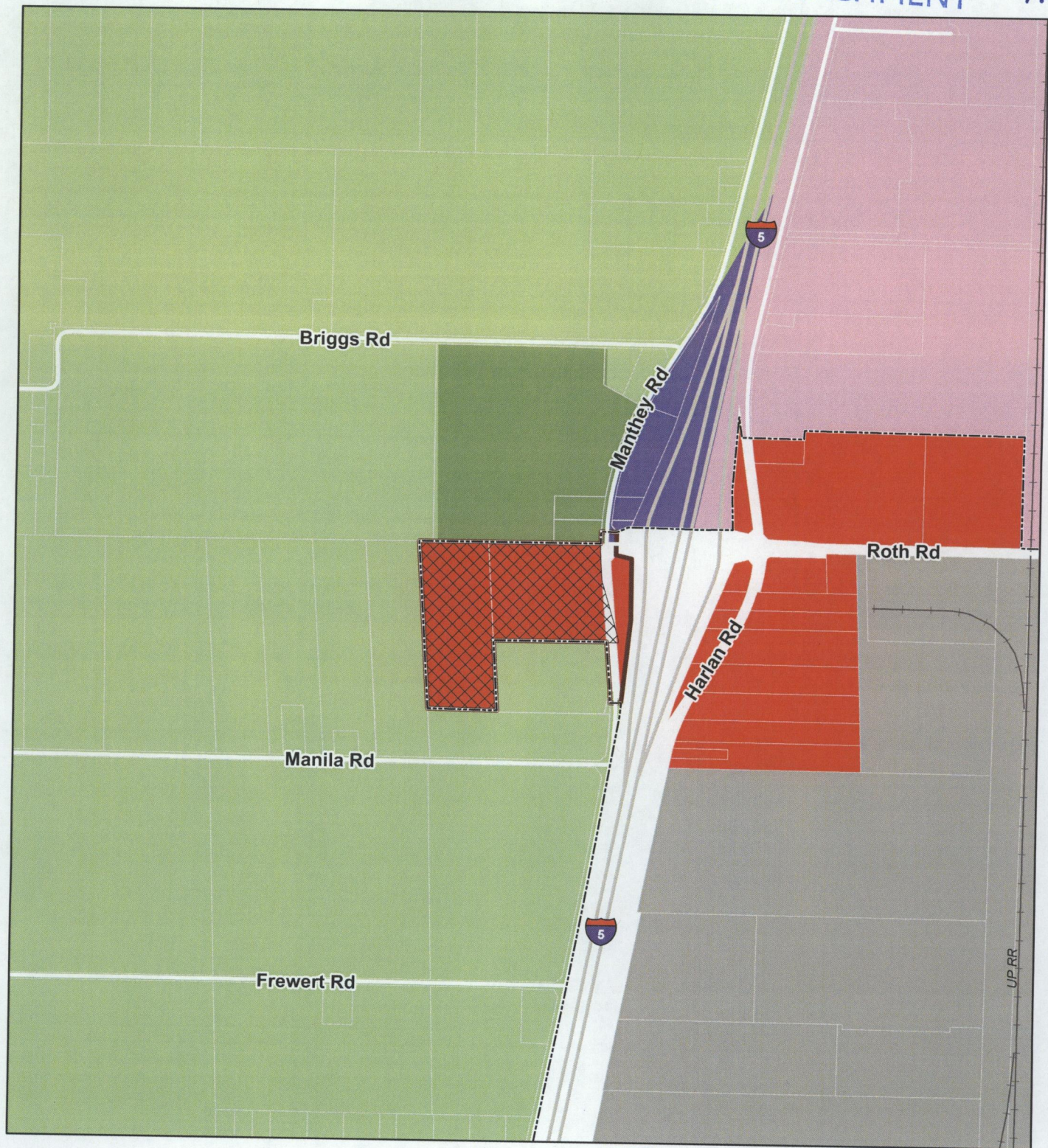
**SINGH PETROLEUM INVESTMENTS PROJECT**

Figure 2.0-9. Proposed General Plan Land Use Designations



Sources: San Joaquin County GIS; City of Stockton General Plan 2040; City of Lathrop General Plan 2022. Map date: December 14, 2022.



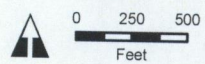


- Legend**
- Project Site/Annexation Area
  - Development Area
  - Lathrop City Limits (Proposed)
- City of Lathrop Zoning Designation**
- CH: Highway Commercial
  - IL: Industrial Limited

- San Joaquin County Zoning Designation**
- AG-40: General Agriculture
  - AU-20: Agriculture Urban Reserve
  - I-G: General Industrial
  - I-W: Warehouse Industrial

**SINGH PETROLEUM INVESTMENTS PROJECT**

Figure 2.0-10. Proposed Zoning Designations



Sources: San Joaquin County GIS. Map date: December 14, 2022



**DESCRIPTION OF PROPOSED  
SINGH PETROLEUM INVESTMENTS INC.  
ANNEXATION TO THE CITY OF LATHROP,  
SAN JOAQUIN COUNTY, CALIFORNIA**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF PARCEL NO. 1 AS DESCRIBED IN THAT CERTAIN TRUST TRANSFER DEED TO LEX A. CORRALES AND MARILYN J. WONG-CORRALES, CO-TRUSTEES OF THE LEX A. CORRALES AND MARILYN J. WONG-CORRALES LIVING TRUST, RECORDED MARCH 16, 2004 AS DOCUMENT NO. 2004-052973, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE WESTERLY, SOUTHERLY & EASTERLY LINES OF SAID TRUST TRANSFER DEED TO THE FOLLOWING THREE (3) COURSES:

COURSE #1: SOUTH 4°06'00" EAST 1017.51 FEET,

COURSE #2: NORTH 89°23'00" EAST 422.33 FEET,

COURSE #3: NORTH 4°06'00" WEST 419.25 FEET

TO THE SOUTHWESTERLY CORNER OF PARCEL OF LAND, AS DESCRIBED IN THAT CERTAIN GRANT DEED TO SINGH PETROLEUM INVESTMENTS INC., RECORDED MAY 17, 2019 AS DOCUMENT INSTRUMENT NO. 2019-050576, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE SOUTHERLY LINE OF SAID GRANT DEED,

COURSE #4: NORTH 89°51'00" EAST 696.09 FEET

TO THE WESTERLY RIGHT OF WAY LINE OF MANTHEY ROAD (60 FEET IN WIDTH);

THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID MANTHEY ROAD TO THE FOLLOWING TWO (2) COURSES:

COURSE #5: SOUTH 6°03'35" EAST 224.51 FEET,

COURSE #6: ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1970.00 FEET, THROUGH A CENTRAL ANGLE OF 4°05'00", THE LONG CHORD OF WHICH BEARS SOUTH 4° 01' 07" EAST 140.37 FEET, AND AN ARC LENGTH OF 140.40 FEET;

THENCE LEAVING WESTERLY RIGHT OF WAY LINE OF SAID MANTHEY ROAD,

COURSE #7: NORTH 88°01'23" EAST 65.16 FEET

TO THE EASTERLY RIGHT OF WAY LINE OF SAID MANTHEY ROAD AND A POINT ON THE LATHROP CITY LIMIT LINE ESTABLISHED BY LATHROP INCORPORATION/REORGANIZATION, LAFC 19.88, RECORDED IN INSTRUMENT NO. 89055167, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG SAID CITY LIMIT LINE TO THE FOLLOWING FOUR (4) COURSES:

COURSE #8: NORTH 5°01'22" EAST 503.05 FEET,

COURSE #9: NORTH 1°07'51" EAST 374.30 FEET,

COURSE #10: NORTH 78°43'38" WEST 97.08 FEET,

COURSE #11: NORTH 0°33'09" WEST 140.00 FEET;

THENCE LEAVING SAID CITY LIMIT LINE,

COURSE #12: NORTH 88°18'22" WEST 93.75 FEET

TO THE WESTERLY RIGHT OF WAY LINE OF SAID MANTHEY ROAD;

THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID MANTHEY ROAD,

COURSE #13: ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1830.00 FEET, THROUGH A CENTRAL ANGLE OF 2°18'38", THE LONG CHORD OF WHICH BEARS SOUTH 0°32'19" WEST 73.79 FEET, AND AN ARC LENGTH OF 73.80 FEET;

THENCE LEAVING WESTERLY RIGHT OF WAY LINE OF SAID MANTHEY ROAD AND ALONG THE NORTHERLY LINES OF SAID GRANT DEED AND SAID TRUST TRANSFER DEED,

COURSE #14: SOUTH 89°23'00" WEST 1105.59 FEET **TO THE POINT OF BEGINNING.**

CONTAINING 22.42 ACRES, MORE OR LESS

**END OF DESCRIPTION**

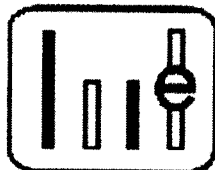
PREPARED BY:



*Zachary C. Wong*

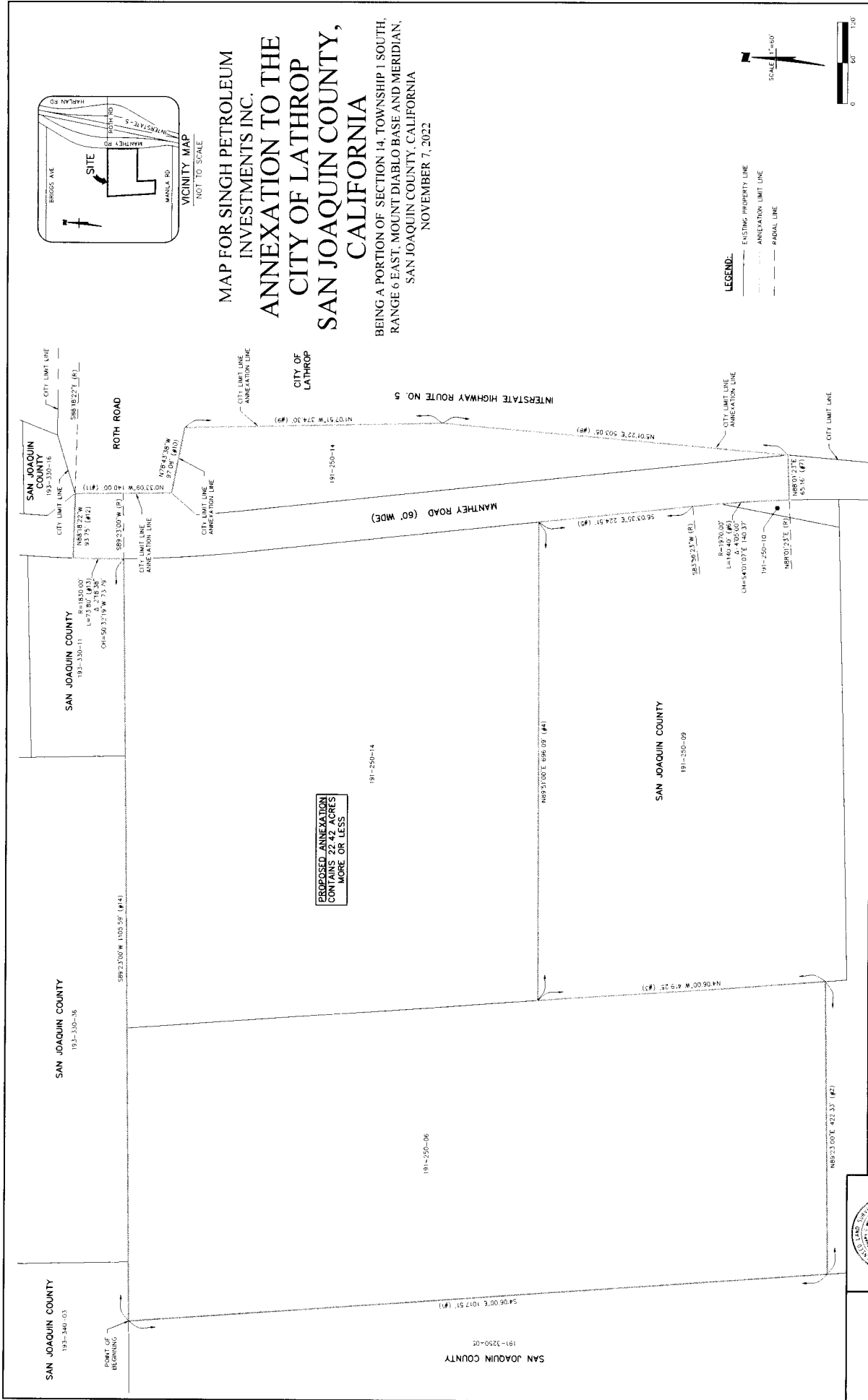
ZACHARY C. WONG  
LICENSED PROFESSIONAL LAND SURVEYOR No. 7600  
(EX. DECEMBER 31, 2024)  
STATE OF CALIFORNIA

11-7-2022  
DATE



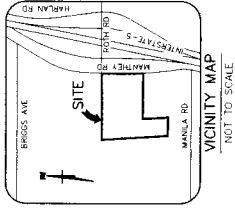
**Wong Engineers, Inc.**  
4578 Feather River Drive. Suite A  
Stockton, California 95219  
Phone (209) 476-0011





MAP FOR SINGH PETROLEUM INVESTMENTS INC. ANNEXATION TO THE CITY OF LATHROP SAN JOAQUIN COUNTY, CALIFORNIA

BEING A PORTION OF SECTION 14, TOWNSHIP 1, SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, SAN JOAQUIN COUNTY, CALIFORNIA  
NOVEMBER 7, 2022



LEGEND:  
 - - - - - EXISTING PROPERTY LINE  
 - - - - - ANNEXATION LIMIT LINE  
 - - - - - RADIAL LINE

PROPOSED ANNEXATION CONTAINS 22.42 ACRES MORE OR LESS

	<b>WONG ENGINEERS, INC.</b> 4528 TRAILER PARKWAY, SUITE 100 STOCKTON, CALIFORNIA (209) 436-0011 <i>Gregory C. Voge</i> DATE: 11/02/22 L.S. 7600	JOB NO.: 4038 DATE: NOV. 2022 SCALE: AS SHOWN DRAWN: NS DESK: NS CHECKED: ZCW	SHEET 1 OF ONE FILE 4038
	UNAUTHORIZED CHANGES AND USES: THIS PLAN AND THE INFORMATION CONTAINED HEREIN WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR UNAUTHORIZED CHANGES TO THE ANNEXATION PLAN MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THIS PLAN.	REVISIONS NO. DESCRIPTION DATE BY	SAN JOAQUIN COUNTY 193-340-03 POINT OF BEGINNING

## **Attachment 13**

### Singh Petroleum Project

GPA-20-60, REZ-20-61, CUP-20-62, SPR-20-63, and ANX-20-64

Final Environmental Impact Report, prepared by De Novo Planning Group, dated May, 2024

Due to the size of this document, it has not been reproduced in the staff report. A copy of the Final Environmental Impact Report is available for viewing and download on the City's website at <https://www.ci.lathrop.ca.us/com-dev/page/public-review-documents>

Individuals that are unable to access the Environmental Checklist at the website listed above or would require a computer disk or thumb drive containing a copy of the document should contact Planning Staff at [planning@ci.lathrop.ca.us](mailto:planning@ci.lathrop.ca.us) or (209) 941-7290 to obtain a copy.

## **Attachment 14**

### Singh Petroleum Project

GPA-20-60, REZ-20-61, CUP-20-62, SPR-20-63, and ANX-20-64

Draft Environmental Impact Report, prepared by De Novo Planning Group, dated February, 2024

Due to the size of this document, it has not been reproduced in the staff report. A copy of the Draft Environmental Impact Report is available for viewing and download on the City's website at <https://www.ci.lathrop.ca.us/com-dev/page/public-review-documents>

Individuals that are unable to access the Environmental Checklist at the website listed above or would require a computer disk or thumb drive containing a copy of the document should contact Planning Staff at [planning@ci.lathrop.ca.us](mailto:planning@ci.lathrop.ca.us) or (209) 941-7290 to obtain a copy.

# FINDINGS OF FACT / STATEMENT OF OVERRIDING CONSIDERATIONS

FOR THE

**SINGH PETROLEUM INVESTMENTS**  
(SCH: 2022120596)

MAY 2024

*Prepared for:*

City of Lathrop  
Community Development Department  
390 Towne Centre Drive  
Lathrop, CA 95330

*Prepared by:*

De Novo Planning Group  
1020 Suncast Lane, Suite 106  
El Dorado Hills, CA 95762  
(916) 580-9818

**D e N o v o P l a n n i n g G r o u p**

A Land Use Planning, Design, and Environmental Firm



# FINDINGS OF FACT / STATEMENT OF OVERRIDING CONSIDERATIONS

FOR THE

## SINGH PETROLEUM INVESTMENTS

(SCH: 2022120596)

MAY 2024

*Prepared for:*

City of Lathrop  
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390 Towne Centre Drive  
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*Prepared by:*

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El Dorado Hills, CA 95762  
(916) 580-9818



FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS

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## FINDINGS FOR THE SINGH PETROLEUM INVESTMENTS

REQUIRED UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT  
(Public Resources Code, § 21000 et seq.)

### I. INTRODUCTION

The California Environmental Quality Act (CEQA) (Public Resources Code, § 21000 et seq.) requires the City of Lathrop (City), as the CEQA lead agency, to: 1) make written findings when it approves a project for which an environmental impact report (EIR) was certified, and 2) identify overriding considerations for significant and unavoidable impacts identified in the EIR. (Pub. Resources Code, § 21081.)

This document explains the City's findings regarding the significant and potentially significant impacts identified in the environmental impact report (EIR) prepared for the Singh Petroleum Investments Project (project or Project) and the City decision-makers' ultimate determinations of the feasibility of the project alternatives considered in the EIR. The statement of overriding considerations in Section VII, below, identifies the economic, social, technical, and other benefits of the Project that the City decision-makers have determined should override any significant environmental impacts that would result from the Project.

As required under CEQA, the Final EIR describes the Project, adverse environmental impacts of the Project, and mitigation measures and alternatives that would substantially reduce or avoid those impacts. The information and conclusions contained in the EIR reflect the City's independent judgment.

The Final EIR (which includes the Draft EIR, comments, responses to comments, and revisions to the Draft EIR) for the Project, examined the proposed Project and four alternatives to the Project including: (1) No Project (No Build) Alternative; (2) Reduced Project Size and Intensity Alternative; (3) Revised Circulation Alternative; and (4) Phase II Only Alternative.

The Findings and Statement of Overriding Considerations are presented for adoption by the City Council, as the City's findings under CEQA and the CEQA Guidelines (Cal. Code Regs., title 14, § 15000 et seq.) relating to the Project. The Findings provide the written analysis, substantial evidence, and conclusions of this City Council regarding the Project's environmental impacts, mitigation measures, and alternatives to the Project, as well as the overriding considerations, which in this City Council's view, justify approval of the Project, despite its environmental effects.

## II. GENERAL FINDINGS AND OVERVIEW

### Project Overview

The Project site includes two distinct planning boundaries defined below. The following terms are used throughout this Initial Study to describe the planning boundaries within the Project site:

- **Project Site (or Annexation Area)** – totals 22.42 acres and includes the whole of the Project, including the proposed 19.63-acre Development Area, and 2.79 acres of land along Roth Road and Manthey Road.
- **Development Area** – totals 19.63 acres and is intended for the development of a travel center and associated circulation and parking improvements over two phases.

The proposed Project site is located on Assessor's Parcel Numbers (APNs) 191-250-14 and 191-250-06, located in the northern portion of the City of Lathrop. The proposed Project is located west of Interstate 5 (I-5) and is bordered by Manthey Road and the future extension of Roth Road.

The Project site is comprised of flat land with ruderal grasses, fallow ground, a few trees (located primarily along the northern and eastern boundary of the Project site), an abandoned structure, and impervious area. The footprint of the abandoned structure is approximately 1,430 square feet (sf) and the impervious area is approximately 2,500 sf. The Project site is bordered by San Joaquin County land to the north, west, and south, while the Project site borders land located within the current boundaries of the City of Lathrop to the east. The Project site is primarily bounded by undeveloped and residential land to the south, undeveloped land to the west, and agricultural and residential land to the north.

Implementation of the Project would involve the development of fueling facilities, traveler amenities, and parking facilities for passing motorists and commercial truck operators. The Phase I site plan for the proposed Project is shown in Figure 2.0-7 and the Phase II site plan for the proposed Project is shown in Figure 2.0-8.

The proposed Project includes the following amenities:

- Fueling facilities offering 8 truck fuel islands and 8 car fuel islands;
  - Fuel tanks for both trucks and auto will be above ground with chain link fencing with privacy slats around the tanks.
- 246 truck/trailer spaces, 351 passenger vehicle spaces, 4 fueling and gas/diesel spaces, 18 electric vehicle spaces; and 16 ADA spaces;
- A 13,875-sf full service 4 bay truck repair shop;
- A 16,499-sf building that will include the following:
  - Office space;
  - Restroom facilities, 8 showers;
  - Laundry facility with 12 sets of washer/dryer;

- Retail convenience store that will offer everyday products from truck accessories, toiletry supplies and a number of products for quick shopping needs for traveling and commuter customer base;
- Dog run area enclosed with a metal fence
- Two (2) quick service restaurants, one with a drive-thru option.
- Seating area for patrons to dine.

Phase I of the Project will develop 18.61 acres out of the 19.63-acre Development Area. The Phase I area is designed as an interim basis until the future realignment of Manthey Road, future Roth Road, and interchange improvements for I-5 will be constructed. Phase I will account for the future right-of-way (ROW) dedication for these improvements. The 2.79-acre piece of property between Manthey Road and I-5 will not be part of the Phase I Project site and is identified as future ROW for future interchange improvements.

Phase II of the Project includes: (1) the realignment of Manthey Road from the existing configuration to run along the western boundary of the Project site with a new connection to Roth Road, (2) improvement of Roth Road to the north of the Project site, and (3) improvements of the interchange for I-5. No new buildings are proposed as part of the Phase II development. Portions of Phase I site and circulation-related improvements will be removed which will allow the future improvements to be constructed. Additional parking will also be added for the auto portion of the development to incorporate the abandonment of the old Manthey Road.

The principal objective of the proposed Project is the approval of the proposed Project that includes development of the 19.63-acre Development Area for regional travel serving uses.

Refer to EIR Chapter 2.0, Project Description, for a more complete description of the details of the proposed Project.

#### PROCEDURAL BACKGROUND

**Notice of Preparation Public Circulation:** The City of Lathrop circulated an Initial Study (IS) and Notice of Preparation (NOP) of an EIR for the proposed Project on December 22, 2022 to the State Clearinghouse, State Responsible Agencies, State Trustee Agencies, Other Public Agencies, and Organizations and Interested Persons. A public scoping meeting was held on January 11, 2023 to present the project description to the public and interested agencies, and to receive comments from the public and interested agencies regarding the scope of the environmental analysis to be included in the Draft EIR. Concerns raised in response to the NOP were considered during preparation of the Draft EIR. The IS, NOP, and comments received on the NOP by interested parties are presented in Appendix A of the Draft EIR. The commenters are provided below.

- California Department of Transportation
- Central Valley Regional Water Quality Control Board
- San Joaquin Council of Governments
- San Joaquin Valley Air Pollution Control District
- State of California Native American Heritage Commission

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**Notice of Availability and Draft EIR:** The City published a public Notice of Availability (NOA) for the Draft EIR on February 7, 2024 inviting comment from the general public, agencies, organizations, and other interested parties. The NOA was filed with the State Clearinghouse (SCH # 2022120596) and the County Clerk, and was published in a local newspaper pursuant to the public noticing requirements of CEQA. The Draft EIR was available for public review and comment from February 7, 2024 through March 25, 2024.

The Draft EIR contains a description of the Project, description of the environmental setting, identification of Project impacts, and mitigation measures for impacts found to be significant, as well as an analysis of Project alternatives, identification of significant irreversible environmental changes, growth-inducing impacts, and cumulative impacts. The Draft EIR identifies issues determined to have no impact or a less-than-significant impact, and provides detailed analysis of potentially significant and significant impacts. Comments received in response to the NOP were considered in preparing the analysis in the Draft EIR.

**Final EIR:** During the Draft EIR comment period, the City received seven comment letters regarding the Draft EIR from public agencies and other parties. In accordance with CEQA Guidelines Section 15088, the Final EIR responds to the comments received during the public review periods for the Draft EIR. The Final EIR also contains minor edits to the Draft EIR, which are included in Chapter 3.0, Errata.

The comments received did not provide evidence of any new significant impacts or “significant new information” that would require recirculation of the Draft EIR pursuant to CEQA Guidelines Section 15088.5.

### RECORD OF PROCEEDINGS AND CUSTODIAN OF RECORD

For purposes of CEQA and the findings set forth herein, the record of proceedings for the City’s findings and determinations consists of the following documents and testimony, at a minimum:

- The NOP, comments received on the NOP, and all other public notices issued by the City in relation to the Project (e.g., NOA).
- The Draft EIR, and Final EIR, including comment letters, and technical materials cited in the documents.
- All non-draft and/or non-confidential reports and memoranda prepared by the City and consultants in relation to the EIR.
- Minutes and transcripts of the discussions regarding the Project and/or Project components at public hearings held by the City.
- Staff reports associated with City Council meetings on the Project.
- Those categories of materials identified in Public Resources Code § 21167.6(e).

The City Clerk is the custodian of the administrative record. The documents and materials that constitute the administrative record are available for review at the City of Lathrop, Community Development Department, 390 Towne Centre Drive, Lathrop, CA 95330 or online at:

<https://www.ci.lathrop.ca.us>

## FINDINGS REQUIRED UNDER CEQA

Public Resources Code § 21002 provides that “public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]” Further, the procedures required by CEQA “are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects.” (*Id.*) Section 21002 also provides that “in the event specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof.”

The mandate and principles established by the Legislature in Public Resources Code § 21002 are implemented, in part, through the requirement in Public Resources Code § 21081 that agencies must adopt findings before approving projects for which an EIR is required.

CEQA Guidelines § 15091 provides the following direction regarding findings:

- (a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:
- (1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.
  - (2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
  - (3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

(See also Public Resources Code, § 21081, subd. (a)(1)-(3).)

As defined by CEQA, “feasible” means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors. (Pub. Resources Code, § 21061.1; see also CEQA Guidelines, § 15126.6(f)(1) [determining the feasibility of alternatives].) The concept of “feasibility” also encompasses the

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question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project. (See *Association of Irrigated Residents v. County of Madera* (2003) 107 Cal.App.4th 1383, 1400 [court upholds findings rejecting a “reduced herd” alternative to a proposed dairy as infeasible because the alternative failed to meet the “fundamental objective” of the project to produce milk]; *Sierra Club v. County of Napa* (2004) 121 Cal.App.4th 1490, 1506-1508 [agency decision-makers, in rejecting alternatives as infeasible, appropriately relied on project objective articulated by project applicant].) Moreover, “‘feasibility’ under CEQA encompasses ‘desirability’ to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors.” (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 410, 417; see also *California Native Plant Society v. City of Santa Cruz* (2009) 177 Cal.App.4th 957, 1001-1002.)

With respect to a project for which significant impacts cannot be feasibly avoided or substantially lessened, a public agency may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons that the project’s benefits outweigh its significant unavoidable adverse environmental effects. (Pub. Resources Code, §§ 21001, 21002.1(c), 21081(b).)

CEQA Guidelines § 15093 provides the following direction regarding a statement of overriding considerations:

- (a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered “acceptable.”
- (b) When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.
- (c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to § 15091.

### MITIGATION MONITORING PROGRAM

A Mitigation Monitoring Program has been prepared for the Project and, if the Project is approved, will be adopted concurrently with these Findings. (See Pub. Resources Code, § 21081.6, subd. (a)(1).)

The City will use the Mitigation Monitoring Program to track compliance with Project mitigation measures.

#### CONSIDERATION OF THE ENVIRONMENTAL IMPACT REPORT

In adopting these Findings, this City Council finds that the Final EIR was presented to this City Council, the decision-making body of the lead agency, which reviewed and considered the information in the Final EIR prior to approving the Project. By these findings, this City Council ratifies, adopts, and incorporates the analysis, explanation, findings, responses to comments, and conclusions of the Final EIR. The City Council finds that the Final EIR was completed in compliance with CEQA. The Final EIR represents the independent judgment of the City.

#### SEVERABILITY

If any term, provision, or portion of these Findings or the application of these Findings to a particular situation is held by a court to be invalid, void, or unenforceable, the remaining provisions of these Findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

### III. FINDINGS AND RECOMMENDATIONS REGARDING SIGNIFICANT AND UNAVOIDABLE IMPACTS

#### A. AIR QUALITY

##### 1. IMPACT 3.3-1: PROJECT OPERATION COULD CONFLICT WITH OR OBSTRUCT IMPLEMENTATION OF THE DISTRICT'S AIR QUALITY PLAN.

(a) Potential Impact. The potential for the Project to conflict with or obstruct implementation of the District's air quality plan is discussed on page 3.3-35 and 3.3-36 of the Draft EIR.

(b) Mitigation Measures. None feasible.

(c) Findings. Based upon the EIR and the entire record before this City Council, this City Council finds that:

(1) Remaining Impacts. The San Joaquin Council of Governments (SJCOG) Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS) growth projections provide for future employment/population factors. The development of the San Joaquin Valley Air Pollution Control District (SJVAPCD) Air Quality Attainment Plan (AQAP) is based in part on the land use general plan projections of the various cities and counties that constitute the Air Basin. The proposed Project would require a General Plan Amendment to the City's Land Use Map to change land uses on the Project site. Changes to the Land Use Map would include changing the General land use designation for APN 191-250-06 from Agriculture/General (A/G) (County) to Freeway Commercial (FC) (City). However, most of the Project site



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is already designated as FC, which the Project would be consistent with. Therefore, the proposed Project, which involves the development of regional travel serving uses, is consistent with the majority of the Project site's existing General Plan land use designation and therefore most of its traffic would be included in volumes projected for analysis of the General Plan. Overall, the proposed Project is not anticipated to conflict with or obstruct implementation of the AQAP. However, since a portion of the Project would require a General Plan land use amendment for a portion of the Project site, out of an abundance of caution, this impact is considered to be significant and unavoidable.

- (2) Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect, as identified in the Final EIR. To the extent that this significant adverse impact will not be substantially lessened or avoided, the City Council finds that specific economic, social, policy-based, and other considerations identified in the Statement of Overriding Considerations support approval of the project.
- (3) Overriding Considerations. The environmental, economic, social and other benefits of the Project override any remaining significant adverse impact of the Project associated with impacts to air quality, as more fully stated in the Statement of Overriding Considerations in Section VII, below.

### 2. IMPACT 3.3-3: THE PROPOSED PROJECT COULD EXPOSE SENSITIVE RECEPTORS TO SUBSTANTIAL POLLUTANT CONCENTRATIONS.

- (a) Potential Impact. The potential for the Project to expose sensitive receptors to substantial pollutant concentrations is discussed on pages 3.3-43 through 3.3-32 of the Draft EIR and determined to be significant.
- (b) Mitigation Measures. None feasible.
- (c) Findings. Based upon the EIR and the entire record before this City Council, this City Council finds that:
  - (1) Remaining Impacts. The proposed Project, in and of itself, could not result in a significant increased exposure of receptors to localized concentrations of TACs for the residential located at 11401 Manthey Road. Further detail is provided in the Health Risk Assessment provided in Appendix A.3 of the Draft EIR. Given the Project's estimated 0.74 tons per year of particulate matter (PM that has a diameter of less than 2.5 micrometers (PM<sub>2.5</sub>)) (see Table 3.3-11 in Section 3.3 of the Draft EIR), the total PM<sub>0.1</sub> generated by the Project is estimated to be approximately 0.08 tons per year (163 pounds [lbs]/year). This is equivalent to 0.45 lbs/day of PM<sub>0.1</sub>. While there is not specifically a quantitative threshold of significance established by the SJVAPCD for PM<sub>0.1</sub>, the quantity estimated is considered small relative to thresholds established for other particulate matter. From an incremental health

perspective, this level of ultrafine particulates (UFPs) generated by the Project would not be substantial. As such, the Project would not result in substantial UFP emissions that may affect nearby receptors. Nevertheless, toxic air contaminants (TACs) generated by the proposed Project would exceed the applicable residential cancer risk. This impact is significant and unavoidable.

- (2) Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect, as identified in the Final EIR. To the extent that this significant adverse impact will not be substantially lessened or avoided, the City Council finds that specific economic, social, policy-based, and other considerations identified in the Statement of Overriding Considerations support approval of the project.
- (3) Overriding Considerations. The environmental, economic, social and other benefits of the Project override any remaining significant adverse impact of the Project associated with impacts to air quality, as more fully stated in the Statement of Overriding Considerations in Section VII, below.

### 3. IMPACT 4.5: CUMULATIVE IMPACT ON THE REGION'S AIR QUALITY.

- (a) Potential Impact. The potential for the Project to have a cumulative impact on the region's air quality is discussed on pages 4.0-9 and 4.0-10 of the Draft EIR.
- (b) Mitigation Measures. None feasible.
- (c) Findings. Based upon the EIR and the entire record before this City Council, this City Council finds that:

- (1) Remaining Impacts. Under buildout conditions in the San Joaquin County, the San Joaquin Valley Air Basin (SJVAB) would continue to experience increases in criteria pollutants and efforts to improve air quality throughout the basin would be hindered. As described in Section 3.3, San Joaquin County has a national designation of either Unclassified or Attainment for all criteria pollutants except for Ozone and PM<sub>2.5</sub>. Table 3.3-2 in Section 3.3 presents the State and Federal attainment status for San Joaquin County.

As noted in Section 3.3, Air Quality, the maximum residential cancer risk would occur at a residence located at 11401 Manthey Road, located directly adjacent to the Project site to the south, would have a residential cancer risk of approximately 28.6 per million. The maximum workplace cancer risk would occur within the central portion of the Project site, located around the gasoline pumps. The maximum workplace cancer risk would occur at the central portion of the Project site, around the gasoline fueling station, with a maximum risk of up approximately 5.9 per million (at the location of maximum workplace cancer risk). Although the workplace cancer risk would be below the applicable SJVAPCD threshold, the residential cancer risk would be above this threshold. As shown in Table 3.3-15 in Section 3.3, the

proposed Project, in and of itself, could not result in a significant increased exposure of receptors to localized concentrations of TACs for the residential located at 11401 Manthey Road. Further detail is provided in the Health Risk Assessment provided in Appendix A.3. Therefore, implementation of the proposed Project is considered to have the potential to cause a significant and unavoidable impact relative to this topic. The Project's contribution to this significant impact would be cumulatively considerable.

- (2) Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect, as identified in the Final EIR. To the extent that this significant adverse impact will not be substantially lessened or avoided, the City Council finds that specific economic, social, policy-based, and other considerations identified in the Statement of Overriding Considerations support approval of the project.
- (3) Overriding Considerations. The environmental, economic, social and other benefits of the Project override any remaining significant adverse impact of the Project associated with cumulative impacts to the region's air quality, as more fully stated in the Statement of Overriding Considerations in Section VII, below.

#### **IV. FINDINGS AND RECOMMENDATIONS REGARDING SIGNIFICANT IMPACTS WHICH ARE MITIGATED TO A LESS THAN SIGNIFICANT LEVEL**

##### **A. BIOLOGICAL RESOURCES**

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1. IMPACT 3.4-1: THE PROPOSED PROJECT WOULD NOT HAVE A SUBSTANTIAL DIRECT OR INDIRECT EFFECT ON SPECIAL-STATUS INVERTEBRATE SPECIES, INCLUDING THROUGH SUBSTANTIAL REDUCTION OF HABITAT, SUBSTANTIAL REDUCTION OF THE NUMBER OR RESTRICTION IN THE RANGE OF A LISTED SPECIES, ELIMINATION OF AN ANIMAL COMMUNITY, OR A DROP IN POPULATION LEVELS BELOW SELF-SUSTAINING LEVELS.

- (a) Potential Impact. The potential for the Project to have direct or indirect effects on special-status invertebrate species is discussed on page 3.4-31 through 3.4-34 of the Draft EIR.
- (b) Mitigation Measures. The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure 3.4-1.
- (c) Findings. Special-status invertebrates that occur within the 9-quad region (which includes the following U.S. Geological Survey (USGS) quadrangles: Lathrop, Holt, Stockton West, Stockton East, Union Island, Manteca, Tracy, Vernalis, and Ripon) for the Project site include: California linderiella (*Linderiella occidentalis*), crotch bumble bee (*Bombus crotchii*), conservancy fairy shrimp (*Branchinecta conservancy*), molestan

blister beetle (*Lytta molesta*), Sacramento anthicid beetle (*Anthicus sacramento*), San Joaquin Valley giant flower-loving fly (*Rhaphiomidas trochilus*), valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*), vernal pool fairy shrimp (*Branchinecta lynchi*), vernal pool tadpole shrimp (*Lepidurus packardi*), western ridged mussel (*Gonidea angulate*), and western bumble bee (*Bombus occidentalis*). As noted in Table 3.4-2 in Section 3.4, five of these are covered species under the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP).

Habitat for California California linderiella (*Linderiella occidentalis*), conservancy fairy shrimp (*Branchinecta conservation*), molestan blister beetle (*Lytta molesta*), Sacramento anthicid beetle (*Anthicus sacramento*), San Joaquin Valley giant flower-loving fly (*Rhaphiomidas trochilus*), valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*), vernal pool fairy shrimp (*Branchinecta lynchi*), vernal pool tadpole shrimp (*Lepidurus packardi*), western ridged mussel (*Gonidea angulate*), and western bumble bee (*Bombus occidentalis*) is not found on-site.

Potential habitat for crotch bumble bee (*Bombus crotchii*) is found on-site. This species is not covered under the SJMSCP. Mitigation Measure 3.4-1 requires preconstruction survey for special-status bumble bees and avoidance and mitigation measures should bumble bees be found. Therefore, with this mitigation, the proposed Project would have a less than significant impact on special status invertebrate species.

In accordance with Public Resources Code, § 21081, Mitigation Measure 3.4-1 is an appropriate change or alteration that has been required in, or incorporated into, the Project which avoids or substantially lessens the significant environmental effect as identified in the EIR. Based upon the EIR and the entire record before this City Council, this City Council finds that the potential to have direct or indirect effects on special-status invertebrate species will be mitigated to a less than significant level.

2. **IMPACT 3.4-2: THE PROPOSED PROJECT HAS THE POTENTIAL TO HAVE SUBSTANTIAL DIRECT OR INDIRECT EFFECTS ON SPECIAL-STATUS REPTILE AND AMPHIBIAN SPECIES, INCLUDING THROUGH SUBSTANTIAL REDUCTION OF HABITAT, SUBSTANTIAL REDUCTION OF THE NUMBER OR RESTRICTION IN THE RANGE OF A LISTED SPECIES, ELIMINATION OF A REPTILE OR AMPHIBIAN COMMUNITY, OR A DROP IN POPULATION LEVELS BELOW SELF-SUSTAINING LEVELS.**
  - (a) **Potential Impact.** The potential for the Project to have direct or indirect effects on special-status amphibian and reptile species is discussed on pages 3.4-34 through 3.4-38 of the Draft EIR.
  - (b) **Mitigation Measures.** The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure 3.4-2.
  - (c) **Findings.** Special-status amphibians and reptiles that occur within the 9-quad region for the Project site according to the CNDDDB include: California glossy snake (*Arizona elegans*

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occidentalis), western pond turtle (*Emys marmorata*), San Joaquin coachwhip (*Masticophis flagellum ruddocki*), giant gartersnake (*Thamnophis gigas*), coast horned lizard (*Phrynosoma blainvillii*), California tiger salamander (*Ambystoma californiense* [*A. tigrinum c.*]), foothill yellow-legged frog (*Rana boylei*), California red-legged frog (*Rana aurora draytoni*), and western spadefoot (*Spea hammondi*). As noted in Table 3.4-3, all of the amphibians are covered species under the SJMSCP. Three of the five reptiles are covered species under the SJMSCP.

While there is a very low potential for amphibians and reptiles to occur on-site. It is anticipated that any impacts to special-status amphibians and reptiles would be less than significant through compliance with Mitigation Measure 3.4-2, which requires the Project proponent to obtain coverage under the SJMSCP to mitigate for habitat impacts to covered special status species.

In accordance with Public Resources Code, § 21081, Mitigation Measure 3.4-2 is an appropriate change or alteration that has been required in, or incorporated into, the Project which avoids or substantially lessens the significant environmental effect as identified in the EIR. Based upon the EIR and the entire record before this City Council, this City Council finds that the potential to have direct or indirect effects on special-status amphibian and reptile species will be mitigated to a less than significant level.

3. IMPACT 3.4-3: THE PROPOSED PROJECT HAS THE POTENTIAL TO HAVE SUBSTANTIAL DIRECT OR INDIRECT EFFECTS ON SPECIAL-STATUS BIRD SPECIES, INCLUDING THROUGH SUBSTANTIAL REDUCTION OF HABITAT, SUBSTANTIAL REDUCTION OF THE NUMBER OR RESTRICTION IN THE RANGE OF A LISTED SPECIES, ELIMINATION OF A BIRD COMMUNITY, OR A DROP IN POPULATION LEVELS BELOW SELF-SUSTAINING LEVELS.
  - (a) Potential Impact. The potential for the Project to have direct or indirect effects on special-status bird species is discussed on page 3.4-39 through 3.4-43 of the Draft EIR.
  - (b) Mitigation Measures. The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure 3.4-2.
  - (c) Findings. Special-status birds that occur within the 9-quad region for the Project site according to the CNDDDB include: cackling (=Aleutian Canada) goose (*Branta hutchinsii leucopareia*), California black rail (*Laterallus jamaicensis coturniculus*), tricolored blackbird (*Agelaius tricolor*), burrowing owl (*Athene cunicularia*), Swainson's hawk (*Buteo swainsoni*), white-tailed kite (*Elanus leucurus*), California horned lark (*Eremophila alpestris actia*), yellow-headed blackbird (*Xanthocephalus xanthocephalus*), loggerhead shrike (*Lanius ludovicianus*), merlin (*Falco columbarius*), song sparrow ("Modesto" population) (*Melospiza melodia*), western yellow-billed cuckoo (*Coccyzus americanus occidentalis*), and least Bell's vireo (*Vireo bellii pusillus*). As noted in Table 3.4-2, all but one of these bird species (least Bell's vireo) are covered species under the SJMSCP.

The Project area may provide suitable foraging habitat for a variety of potentially occurring special-status birds, including those listed above. Potential nesting habitat is present in a variety of trees located within the Project site and in the vicinity. There is also the potential for other special-status birds that do not nest in this region and represent migrants or winter visitants to forage in the Project site.

New sources of noise and light during the construction and operational phases of the Project could adversely affect nesters if they are located adjacent to the Project site in any given year. Additionally, the proposed Project would eliminate the agricultural areas on the Project site, which serve as potential foraging habitat for birds throughout the year. Mitigation Measure 3.4-2 requires participation in the SJMSCP. As part of the SJMSCP, SJCOG requires preconstruction surveys for projects that occur during the avian breeding season (March 1 – August 31). When active nests are identified, the biologists develop buffer zones around the active nests as deemed appropriate until the young have fledged. SJCOG also uses the fees to purchase habitat as compensation for the loss of foraging habitat.

Implementation of the proposed Project, with the Mitigation Measure 3.4-2, would ensure that potential impacts to special status birds are reduced to a less than significant level.

In accordance with Public Resources Code, § 21081, Mitigation Measure 3.4-2 is an appropriate change or alteration that has been required in, or incorporated into, the Project which avoids or substantially lessens the significant environmental effect as identified in the EIR. Based upon the EIR and the entire record before this City Council, this City Council finds that the potential to have direct or indirect effects on special-status bird species will be mitigated to a less than significant level.

4. **IMPACT 3.4-4: THE PROPOSED PROJECT HAS THE POTENTIAL FOR SUBSTANTIAL DIRECT OR INDIRECT EFFECTS ON SPECIAL-STATUS MAMMAL SPECIES, INCLUDING THROUGH SUBSTANTIAL REDUCTION OF HABITAT, SUBSTANTIAL REDUCTION OF THE NUMBER OR RESTRICTION OF THE RANGE OF A LISTED SPECIES, ELIMINATION OF A MAMMAL COMMUNITY, OR A DROP IN POPULATION LEVELS BELOW SELF-SUSTAINING LEVELS.**
  - (a) **Potential Impact.** The potential for the Project to have direct or indirect effects on special-status mammal species is discussed on page 3.4-43 through 3.4-45 of the Draft EIR.
  - (b) **Mitigation Measures.** The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure 3.4-2.
  - (c) **Findings.** Special-status mammals that occur within the 9-quad region for the Project site according to the CNDDDB include: pallid bat (*Antrozous pallidus*), riparian (=San Joaquin Valley) woodrat (*Neotoma fuscipes riparia*), Townsend's big-eared bat

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(*Corynorhinus townsendii*), western mastiff bat (*Eumops perotis californicus*), San Joaquin pocket mouse (*Perognathus inornatus*), riparian brush rabbit (*Sylvilagus bachmani riparius*), American badger (*Taxidea taxus*), and San Joaquin kit fox (*Vulpes macrotis mutica*). As noted in Table 3.4-2, all but one of these mammal species (pallid bat) are covered species under the SJMSCP.

While there is low potential for San Joaquin pocket mouse, San Joaquin kit fox, American badger, and some special-status bat species to occur on-site, it is anticipated that any impacts to these species would be less than significant through compliance with Mitigation Measure 3.4-2, which requires the Project proponent to obtain coverage under the SJMSCP to mitigate for habitat impacts to covered special status species.

In accordance with Public Resources Code, § 21081, Mitigation Measure 3.4-2 is an appropriate change or alteration that has been required in, or incorporated into, the Project which avoids or substantially lessens the significant environmental effect as identified in the EIR. Based upon the EIR and the entire record before this City Council, this City Council finds that the potential to have direct or indirect effects on special-status mammal species will be mitigated to a less than significant level.

5. IMPACT 3.4-10: THE PROPOSED PROJECT HAS THE POTENTIAL TO CONFLICT WITH AN ADOPTED HABITAT CONSERVATION PLAN.

- (a) Potential Impact. The potential for the Project to conflict with an adopted Habitat Conservation Plan is discussed on page 3.4-48 of the Draft EIR.
- (b) Mitigation Measures. The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure 3.4-2.
- (c) Findings. The proposed Project is subject to the SJMSCP. The proposed Project does not conflict with the SJMSCP. Mitigation Measure 3.4-2 requires participation in the SJMSCP. Therefore, with this mitigation, the proposed Project would have a less than significant impact relative to this topic.

In accordance with Public Resources Code, § 21081, Mitigation Measure 3.4-2 is an appropriate change or alteration that has been required in, or incorporated into, the Project which avoids or substantially lessens the significant environmental effect as identified in the EIR. Based upon the EIR and the entire record before this City Council, this City Council finds that the potential to conflict with an adopted Habitat Conservation Plan will be mitigated to a less than significant level.

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**B. CULTURAL AND TRIBAL RESOURCES**

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1. **IMPACT 3.5-1: PROJECT IMPLEMENTATION HAS THE POTENTIAL TO CAUSE A SUBSTANTIAL ADVERSE CHANGE TO A SIGNIFICANT HISTORICAL OR ARCHAEOLOGICAL RESOURCE, AS DEFINED IN CEQA GUIDELINES §15064.5.**

- (a) **Potential Impact.** The potential for the Project to cause a substantial adverse change to a significant historical or archaeological resource, as defined in CEQA Guidelines §15064.5, is discussed on pages 3.5-14 through 3.5-17 of the Draft EIR.
- (b) **Mitigation Measures.** The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure 3.5-1.
- (c) **Findings.** A California Historic Resources Information System (CHRIS) search was requested from the Central California Information Center (CCIC), which included the Project area and a one-half mile radius (CCIC File #11495L). According to the CCIC CHRIS results, the Project site has never been surveyed. There are no cultural or archaeological resources recorded in or near the Project site or search radius. However, one historic site remnant was found and recorded as ML-20-06 (described below) in a 2021 field survey effort.

While the CCIC records search found nothing documented on-site that could be considered a “historical resource” under Section 15064.5 in the CEQA Guidelines, as with most projects in the region, there is also the potential for discovery of previously unknown historical resources or archaeological resources during ground disturbing activities. For the above-stated reasons, the Project will be required to implement Mitigation Measure 3.5-1, which requires construction work to be halted and if any historical resources, cultural resources, including prehistoric or historic artifacts, or other indications of archaeological resources, are found during grading and construction activities during any phase of the Project. The find would then be evaluated. The implementation of Mitigation Measure 3.5-1 would ensure that this potential impact is reduced to a less than significant level.

In accordance with Public Resources Code, § 21081, Mitigation Measure 3.5-1 is an appropriate change or alteration that has been required in, or incorporated into, the Project which avoids or substantially lessens the significant environmental effect as identified in the EIR. Based upon the EIR and the entire record before this City Council, this City Council finds that the potential to cause a substantial adverse change to a significant historical resource will be mitigated to a less than significant level.

2. **IMPACT 3.5-2: PROJECT IMPLEMENTATION HAS THE POTENTIAL TO DISTURB HUMAN REMAINS, INCLUDING THOSE INTERRED OUTSIDE OF FORMAL CEMETERIES.**

- (a) **Potential Impact.** The potential for the Project to disturb human remains, including those interred outside of formal cemeteries is discussed on page 3.5-17 of the Draft EIR.



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- (b) Mitigation Measures. The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure 3.5-1.
- (c) Findings. Indications suggest that humans have occupied San Joaquin County for over 10,000 years and it is not always possible to predict where human remains may occur outside of formal burials. Therefore, excavation and construction activities, regardless of depth, may yield human remains that may not be interred in marked, formal burials. Under CEQA, human remains are protected under the definition of archaeological materials as being “any evidence of human activity.” Additionally, Public Resources Code Section 5097 has specific stop-work and notification procedures to follow in the event that human remains are inadvertently discovered during Project implementation.

While no human remains are documented on or near the Project site, implementation of the following mitigation measure would ensure that all construction activities which inadvertently discover human remains implement state-required consultation methods to determine the disposition and historical significance of any discovered human remains. Mitigation Measure 3.5-1 would ensure that any discovered human remains are evaluated and addressed in compliance with State law and would reduce this impact to a less-than-significant level.

In accordance with Public Resources Code, § 21081, Mitigation Measure 3.5-1 is an appropriate change or alteration that has been required in, or incorporated into, the Project which avoids or substantially lessens the significant environmental effect as identified in the EIR. Based upon the EIR and the entire record before this City Council, this City Council finds that the potential to disturb human remains, including those interred outside of formal cemeteries will be mitigated to a less than significant level.

- 3. IMPACT 3.5-3: PROJECT IMPLEMENTATION HAS THE POTENTIAL TO CAUSE A SUBSTANTIAL ADVERSE CHANGE IN THE SIGNIFICANCE OF A TRIBAL CULTURAL RESOURCE, DEFINED IN PUBLIC RESOURCES CODE SECTION 21074.
  - (a) Potential Impact. The potential for the Project to cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 is discussed on pages 3.5-17 and 3.5-18 of the Draft EIR.
  - (b) Mitigation Measures. The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure 3.5-1.
  - (c) Findings. The Project site is located in an area known to have historical, archaeological, and tribal cultural resources. As described under the Native American Consultation heading in the Existing Setting, the City of Lathrop sent outreach letters including questions about the identified Sacred site and for information and evidence to support the presence of a Sacred site. On February 5, 2021, the City received letter from the

Northern Valley Yokuts Tribe requesting Consultation per PRC Section 21080.3.2(a). All consultation correspondence and a contact log are provided in Appendix C.

While no specific resources have been identified through consultation with affiliated tribes, it is possible that unknown tribal cultural resources may be present within the Project site. The proposed Project would be required to follow development requirements, including compliance with local policies, ordinances, and applicable permitting procedures related to protection of tribal resources.

As discussed under Impacts 3.5-1 and 3.5-2, development of the proposed Project could impact unknown archaeological resources including Native American Tribal artifacts and human remains. Implementation of Mitigation Measure 3.5-1 would ensure that the potential impact to tribal resources, including human remains, would be less than significant.

In accordance with Public Resources Code, § 21081, Mitigation Measure 3.5-1 is an appropriate change or alteration that has been required in, or incorporated into, the Project which avoids or substantially lessens the significant environmental effect as identified in the EIR. Based upon the EIR and the entire record before this City Council, this City Council finds that the potential to cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074, will be mitigated to a less than significant level.

## C. GEOLOGY AND SOILS

1. IMPACT 3.6-3: THE PROPOSED PROJECT HAS THE POTENTIAL TO BE LOCATED ON A GEOLOGIC UNIT OR SOIL THAT IS UNSTABLE, OR THAT WOULD BECOME UNSTABLE AS A RESULT OF PROJECT IMPLEMENTATION, AND POTENTIALLY RESULT IN LANDSLIDE, LATERAL SPREADING, SUBSIDENCE, LIQUEFACTION OR COLLAPSE.
  - (a) Potential Impact. The potential for the Project to be located on a geologic unit or soil that is unstable, or that would become unstable as a result of Project implementation, and potentially result in landslide, lateral spreading, subsidence, liquefaction or collapse is discussed on pages 3.6-20 through 3.6-24 of the Draft EIR.
  - (b) Mitigation Measures. The following mitigation measures are hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measures 3.6-1 and 3.6-2.
  - (c) Findings. The Project site does not have a significant risk of becoming unstable as a result of landslide, subsidence, soil collapse, liquefaction, liquefaction induced settlement, or lateral spreading. Nevertheless, while the Geotechnical Engineering Investigation concludes that construction of the Project is feasible from a geotechnical standpoint provided the site preparation, grading and building recommendations in the Investigation are incorporated. Therefore, with implementation of the following mitigation measures, as recommended by the Geotechnical Engineering Investigation,

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in addition to compliance with applicable laws, standards, and guidelines, (including the CBSC and City's Municipal Code), the proposed Project would have a less than significant impact relative to this topic

In accordance with Public Resources Code, § 21081, Mitigation Measures 3.6-1 and 3.6-2 are appropriate changes or alterations that have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Based upon the EIR and the entire record before this City Council, this City Council finds that the potential for the Project to be located on a geologic unit or soil that is unstable, or that would become unstable as a result of Project implementation, and potentially result in landslide, lateral spreading, subsidence, liquefaction or collapse will be mitigated to a less than significant level.

**2. IMPACT 3.6-5: THE PROPOSED PROJECT HAS THE POTENTIAL TO DIRECTLY OR INDIRECTLY DESTROY A UNIQUE PALEONTOLOGICAL RESOURCE OR SITE OR UNIQUE GEOLOGIC FEATURE.**

- (a) Potential Impact. The potential to directly or indirectly destroy a unique geological feature or paleontological resource is discussed on page 3.6-25 of the Draft EIR.
- (b) Mitigation Measures. The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure 3.6-3.
- (c) Findings. Although the Project site is not expected to contain subsurface paleontological resources, the Project site is in an area known to have these resources and it is possible that undiscovered paleontological resources could be encountered during ground-disturbing activities. Damage to or destruction of a paleontological resource would be considered a potentially significant impact under local, state, or federal criteria. Implementation of Mitigation Measure 3.6-3 would ensure steps would be taken to reduce impacts to paleontological resources in the event that they are discovered during construction, including stopping work in the event potential resources are found, evaluation of the resource by a qualified paleontologist and appropriate handling of any potential resource.

In accordance with Public Resources Code, § 21081, Mitigation Measure 3.6-3 is an appropriate change or alteration that has been required in, or incorporated into, the Project which avoids or substantially lessens the significant environmental effect as identified in the EIR. Based upon the EIR and the entire record before this City Council, this City Council finds that the potential to directly or indirectly destroy a unique geological feature or paleontological resource will be mitigated to a less than significant level.

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**D. HAZARDS AND HAZARDOUS MATERIALS**

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1. IMPACT 3.8-1: POTENTIAL TO CREATE A SIGNIFICANT HAZARD TO THE PUBLIC OR THE ENVIRONMENT THROUGH THE ROUTINE TRANSPORT, USE, OR DISPOSAL OF HAZARDOUS MATERIALS OR THROUGH REASONABLY FORESEEABLE UPSET AND ACCIDENT CONDITIONS INVOLVING THE RELEASE OF HAZARDOUS MATERIALS INTO THE ENVIRONMENT.
  - (a) Potential Impact. The potential to create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials or through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment is discussed on pages 3.8-22 through 3.8-25 of the Draft EIR.
  - (b) Mitigation Measures. The following mitigation measures are hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measures 3.8-1 through 3.8-3.
  - (c) Findings. The Phase I Environmental Site Assessment (ESA) for the Project site has revealed no evidence of a recognized environmental condition (REC), historical recognized environmental condition (HREC), or controlled recognized environmental condition (CREC) in connection with the Project site. Nevertheless, the Phase I ESA has identified potential environmental concerns that should be evaluated further prior to ground disturbance. Based on the conclusions of the Phase I ESA, areas where agricultural activities occurred historically and areas where the petroleum-containing waste were located would require soil sampling to assess the soils in these areas. Additionally, according to the Phase I ESA, an abandoned water well is located onsite and the proper well abandonment permit would be obtained.

In accordance with Public Resources Code, § 21081, Mitigation Measures 3.8-1 through 3.8-3 and 3.9-1 are appropriate changes or alterations that have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Based upon the EIR and the entire record before this City Council, this City Council finds that the potential to create a significant hazard through the routine transport, use, or disposal of hazardous materials or through the reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment will be mitigated to a less than significant level.

E. NOISE

2. IMPACT 3.11-1: THE PROPOSED PROJECT HAS THE POTENTIAL TO GENERATE A SUBSTANTIAL TEMPORARY OR PERMANENT INCREASE IN AMBIENT NOISE LEVELS IN THE VICINITY OF THE PROJECT IN EXCESS OF STANDARDS ESTABLISHED IN THE LOCAL GENERAL PLAN OR NOISE ORDINANCE, OR APPLICABLE STANDARDS OF OTHER AGENCIES.

- (a) Potential Impact. The potential to generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies is discussed on pages 3.11-12 through 3.11-17 of the Draft EIR.
- (b) Mitigation Measures. The following mitigation measures are hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measures 3.11-1 and 3.11-2.
- (c) Findings. Operational noise levels produced by the proposed Project were analyzed in accordance with the San Joaquin County noise level standards as the existing sensitive receptors are located outside of the boundaries of the City of Lathrop.

As shown in Figure 3.11-2 in Section 3.11 of the Draft EIR, the proposed Project is predicted to generate noise levels ranging from 42 to 46 dBA Leq during both daytime and nighttime hours at the residential uses to the north and south of the proposed Project. The City of Lathrop also defines a significant increase due to stationary (non-transportation) sources as an increase of 3 dB above the background noise levels. The existing average nighttime ambient noise level at these receptors was measured to be 64 dBA Leq. The Existing Plus Project noise would be 64 dBA Leq. Therefore, the stationary sources associated with the Project would not result in an increase of 3 dB or greater. However, the Project noise levels would exceed the County of San Joaquin non-transportation noise level standard of 45 dBA Leq for nighttime noise levels. Therefore, this is a potentially significant impact and additional noise control measures would be required.

Mitigation Measure 3.11-1 requires the extension of the noise barrier at the northern boundary of the project site. The barrier should be increased in length from 215 feet to 250 feet with the additional 35 feet added west of the proposed wall. This will allow the sound wall to sufficiently shield the entire outdoor area of the adjacent sensitive receptor. The extended noise barrier and resulting noise level contours are shown in Figure 3.11-3. This would reduce stationary noise levels generated by the Project to below the San Joaquin County noise level standards. Implementation of Mitigation Measure 3.11-1 would reduce operational noise levels to below the County's thresholds.

Noise would also be generated during the construction phase by increased truck traffic on area roadways. A Project-generated noise source would be truck traffic associated

with transport of heavy materials and equipment to and from the construction site. This noise increase would be of short duration and would occur during daytime hours.

Although construction activities are temporary in nature and would occur during normal daytime working hours, construction-related noise could result in sleep interference at existing noise-sensitive land uses in the vicinity of the construction if construction activities were to occur outside the normal daytime hours. Therefore, impacts resulting from noise levels temporarily exceeding the threshold of significance due to construction would be considered potentially significant.

Mitigation Measure 3.11-2 requires that construction activities are limited to certain hours, construction equipment is properly maintained, equipment idling is limited, and stationary equipment is located away from noise-sensitive uses.

In accordance with Public Resources Code, § 21081, Mitigation Measures 3.11-1 and 3.11-2 are appropriate changes or alterations that have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Based upon the EIR and the entire record before this City Council, this City Council finds that the potential to generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies will be mitigated to a less than significant level.

## F. TRANSPORTATION AND CIRCULATION

1. IMPACT 3.13-1: IMPLEMENTATION OF THE PROPOSED PROJECT WOULD NOT CONFLICT WITH A PROGRAM, PLAN, ORDINANCE OR POLICY ADDRESSING THE CIRCULATION SYSTEM, INCLUDING TRANSIT, ROADWAY, BICYCLE, AND PEDESTRIAN FACILITIES.
  - (a) Potential Impact. The potential for the proposed Project to conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities is discussed on pages 3.13-12 and 3.13-13 of the Draft EIR.
  - (b) Mitigation Measures. The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure 3.13-1.
  - (c) Findings. Traffic generated by the Project would not change the traffic mix in the area and would be compatible with existing and planned roadway and highway facility design. The Project will also support the implementation of City of Lathrop's General Plan and CIP to serve the vehicle (cars and trucks), transit, bicycle, and pedestrian system. These improvement in the vicinity of the proposed Project would improve multi-modal safety in the City of Lathrop. The proposed Project does not consist of any improvements or physical changes to the freeway mainline, freeway interchange, or

other State Highway System (SHS) facilities. A detailed review of the facility design of the safety improvement projects confirmed that the proposed Project would improve on the non-existent multi-modal facility by providing sidewalks along the Project frontage on Roth Road and Manthey Road.

The City of Lathrop is currently preparing an Active Transportation Plan that will identify pedestrian, bicycle and transit improvements in the vicinity of the proposed Singh Petroleum Investments Project site. Based on the location of the future active transportation facilities, Mitigation Measure 3.13-1 is recommended. This mitigation requires coordination with the City to construct sidewalks along the Project frontage, among other requirements related to pedestrian facilities.

- (d) In accordance with Public Resources Code, § 21081, Mitigation Measure 3.13-1 is an appropriate change or alteration that has been required in, or incorporated into, the Project which avoids or substantially lessens the significant environmental effect as identified in the EIR. Based upon the EIR and the entire record before this City Council, this City Council finds that the potential for the proposed Project to conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities will be mitigated to a less than significant level.

## V. FINDINGS AND RECOMMENDATIONS REGARDING THOSE IMPACTS WHICH ARE LESS THAN SIGNIFICANT OR LESS THAN CUMULATIVELY CONSIDERABLE

Specific impacts within the following categories of environmental effects were found to be less than significant as set forth in more detail in the Draft EIR.

**Aesthetics and Visual Resources:** The following specific impacts were found to be less than significant: 3.1-1, 3.1-2, and 3.1-3.

**Agricultural Resources:** The following specific impacts were found to be less than significant: 3.2-1 and 3.2-2.

**Air Quality:** The following specific impacts were found to be less than significant: 3.3-2 and 3.3-4.

**Biological Resources:** The following specific impacts were found to be less than significant: 3.4-5, 3.4-6, 3.4-7, 3.4-8, 3.4-9, and 3.4-11.

**Geology and Soils:** The following specific impacts were found to be less than significant: 3.6-1, 3.6-2, and 3.6-4.

**Greenhouse Gases, Climate Change, and Energy:** The following specific impacts were found to be less than significant: 3.7-1 and 3.7-2.

**Hazards and Hazardous Materials:** The following specific impacts were found to be less than significant: 3.8-2, 3.8-3, 3.8-4, and 3.8-5.

**Hydrology and Water Quality:** The following specific impacts were found to be less than significant: 3.9-1, 3.9-2, 3.9-3, 3.9-4, and 3.9-5.

**Land Use:** The following specific impacts were found to be less than significant: 3.10-1 and 3.10-2.

**Noise:** The following specific impacts were found to be less than significant: 3.11-2 and 3.11-3.

**Public Services and Recreation:** The following specific impacts were found to be less than significant: 3.12-1, 3.12-2, 3.12-3, 3.12-4, and 3.12-5.

**Transportation and Circulation:** The following specific impacts were found to be less than significant: 3.13-2 and 3.13-4.

**Utilities:** The following specific impacts were found to be less than significant: 3.14-1, 3.14-2, 3.14-3, 3.14-4, 3.14-5, and 3.14-6.

The Project was found to have a less than cumulatively considerable contribution to specific impacts within the following categories of environmental effects as set forth in more detail in the Draft EIR.

**Aesthetics and Visual Resources:** The following specific impact was found to be less than cumulatively considerable: 4.1, 4.2, and 4.3.

**Agricultural Resources:** The following specific impact was found to be less than cumulatively considerable: 4.4.

**Biological Resources:** The following specific impact was found to be less than cumulatively considerable: 4.6.

**Cultural and Tribal Resources:** The following specific impact was found to be less than cumulatively considerable: 4.7.

**Geology and Soils:** The following specific impact was found to be less than cumulatively considerable: 4.8.

**Greenhouse Gases, Climate Change, and Energy:** The following specific impact was found to be less than cumulatively considerable: 4.9.

**Hazards and Hazardous Materials:** The following specific impact was found to be less than cumulatively considerable: 4.10.

**Hydrology and Water Quality:** The following specific impacts were found to be less than cumulatively considerable: 4.11, 4.12, 4.13, and 4.14.



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**Land Use:** The following specific impact was found to be less than cumulatively considerable: 4.15.

**Noise:** The following specific impact was found to be less than cumulatively considerable: 4.16.

**Public Services:** The following specific impact was found to be less than cumulatively considerable: 4.17.

**Transportation and Circulation:** The following specific impacts were found to be less than cumulatively considerable: 4.18 and 4.19.

**Utilities:** The following specific impacts were found to be less than cumulatively considerable: 4.21, 4.22, 4.23, and 4.24.

The above impacts are less than significant or less than cumulatively considerable for one of the following reasons:

- The EIR determined that the impact is less than significant for the Project;
- The EIR determined that the Project would have a less than cumulatively considerable contribution to the cumulative impact; or
- The EIR determined that the impact is beneficial (would be reduced) for the Project.

## VI. PROJECT ALTERNATIVES

### A. IDENTIFICATION OF PROJECT OBJECTIVES

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An EIR is required to identify a range of reasonable alternatives to the project. The “range of potential alternatives to the project shall include those that could feasibly accomplish most of the basic purposes of the project and could avoid or substantially lessen one or more of the significant effects.” (CEQA Guidelines Section 15126.6(c).) “Among the factors that may be taken into account when addressing the feasibility of alternatives are site suitability, economic viability, availability of infrastructure, general plan consistency, other plans or regulatory limitations, jurisdictional boundaries (projects with a regionally significant impact should consider the regional context), and whether the proponent can reasonably acquire, control or otherwise have access to the alternative site (or the site is already owned by the proponent).” (CEQA Guidelines Section 15126.6(f)(1).)

The principal objective of the proposed Project is the approval of the proposed Project that includes development of the 19.63-acre Development Area for regional travel serving uses. Implementation of the Project would involve the development of fueling facilities, traveler amenities, and parking facilities for passing motorists and commercial truck operators.

The proposed Project identifies the following objectives:

- To develop a property of sufficient size to accommodate all of the following: a travel center that consists of a truck and auto repair shop, convenience store, adjoining fast food

restaurants, restrooms, and auto and truck fuel dispensing area able to accommodate cars and semi-trucks per day;

- To provide visitor-serving facilities that maximize the benefits of the Project site's proximity to I-5 for all buildings and tenants and thereby minimize traffic generation on local streets by visitors exiting and reentering the freeway;
- To construct a facility with access to adequate existing or anticipated utility infrastructure to support planned operations;
- To accommodate the planned Roth Road / I-5 interchange improvements and realignment of Manthey Road;
- To create new jobs that can be filled wholly or partly by local residents; and
- To maximize tax revenues to the City of Lathrop.

## B. ALTERNATIVES ANALYSIS IN EIR

The alternatives analysis provides a summary of the relative impact levels of significance associated with each alternative for each of the environmental issue areas analyzed in the Draft EIR. The environmental analysis for each of the alternatives is included in Chapter 5.0.

### 1. NO PROJECT (NO BUILD) ALTERNATIVE:

The **No Project (No Build) Alternative** is discussed on pages 5.0-4, 5.0-5, and 5.0-7 through 5.0-10 of the Draft EIR. Under the No Project (No Build) Alternative development of the Project site would not occur, and the Project site would remain in its current existing condition. The Project site is comprised of flat land with ruderal grasses, fallow ground, several trees (located primarily along the northern and eastern boundary of the Project site), a foundation from a previously demolished abandoned structure, and impervious area. The footprint of the abandoned structure is approximately 1,430 square feet (sf) and the impervious area is approximately 2,500 sf. Under this alternative, the Project site would not be annexed to the City and would remain subject to County planning indefinitely. The San Joaquin County General Plan designates the Project site as Agriculture/General (A/G) and the City of Lathrop General Plan designates the Project site as Freeway Commercial (FC). It is noted that this alternative would fail to meet the majority of the Project objectives.

Findings: Environmental benefits of this alternative over the proposed Project include the reduction of impacts to Aesthetics and Visual Resources, Agricultural Resources, Air Quality, Biological Resources, Cultural and Tribal Resources, Geology and Soils, Greenhouse Gases, Climate Change and Energy, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use, Noise, Public Services and Recreation, Transportation and Circulation, and Utilities.

While the City recognizes the environmental benefits of the No Project (No Build) Alternative, this alternative would not achieve any of the Project objectives. Specifically, this alternative would not: develop a property of sufficient size to accommodate all of the following: a travel center that consists of a truck and auto repair shop, convenience store, adjoining fast food restaurants, restrooms, and auto and truck fuel dispensing

area able to accommodate cars and semi-trucks per day; provide visitor-serving facilities that maximize the benefits of the Project site's proximity to I-5 for all buildings and tenants and thereby minimize traffic generation on local streets by visitors exiting and reentering the freeway; construct a facility with access to adequate existing or anticipated utility infrastructure to support planned operations; accommodate the planned Roth Road / I-5 interchange improvements and realignment of Manthey Road; create new jobs that can be filled wholly or partly by local residents; or maximize tax revenues to the City of Lathrop.

Additionally, this alternative would not realize the project benefits of increased freeway commercial areas, additional employment opportunities, or new tax revenue. For all of these foregoing reasons and any one of them individually, this alternative is determined to be infeasible and rejected.

### 2. REDUCED PROJECT SIZE AND INTENSITY ALTERNATIVE:

The **Reduced Project Size and Intensity Alternative** is discussed on pages 5.0-4 through 5.0-6, and 5.0-10 through 5.0-14 of the Draft EIR. Under the Reduced Project Size and Intensity Alternative, the same types of fueling facilities, traveler amenities, and parking facilities for passing motorists and commercial truck operators as described in the Project Description would be developed, but several changes would occur that would reduce the project size and overall intensity of commercial activity and circulation patterns. Changes include: 1) reducing the number of truck and automobile fueling stations by four stations (elimination of two truck and two automobile stations), 2) reducing the 16,688-sf building to 13,000-sf, 3) eliminating the drive-thru quick service restaurant, 4) eliminating one of the proposed dog runs, and 5) shifting the interim site access on Manthey Road to the north under Phase I.

Under this alternative, the Project site would decrease from 22.42 acres to 19.42 acres, with the excess three acres remaining in its current condition. The excess three acres would provide an additional buffer between the residence at 11401 Manthey Road and the proposed uses under this alternative under Phase I. The Phase I interim site access under this alternative would be shifted to the north, which would shift traffic away from the residence at 11401 Manthey Road. These modifications are intended to reduce air quality, noise, and traffic impacts to neighboring properties, by reducing commercial intensity and changing the circulation patterns. Similar to the proposed Project, the circulation improvements for this alternative would be altered during Phase II once Manthey Road is realigned.

It is noted that this alternative would fail to meet all of the Project objectives.

Findings: Environmental benefits of this alternative over the proposed Project include the reduction or slight reduction of impacts to Aesthetics and Visual Resources, Agricultural Resources, Air Quality, Biological Resources, Cultural and Tribal Resources, Geology and Soils, Greenhouse Gases, Climate Change and Energy, Hydrology and Water Quality, Noise, Transportation and Circulation, and Utilities. The remaining resources areas would have equal or similar impacts to the Project.

On balance, the alternative is less desirable than the Project and does not lessen the overall environmental impacts nor provide the same level of benefits as the proposed Project. While the City recognizes the environmental benefits of this alternative, this alternative would not achieve all of the Project objectives. The Project objectives which this alternative does achieve are achieved to a lesser extent than the proposed Project. For example, the Reduced Project Size and Intensity Alternative would develop a property of sufficient size to accommodate all of the following: a travel center that consists of a truck and auto repair shop, convenience store, adjoining fast food restaurants, restrooms, and auto and truck fuel dispensing area able to accommodate cars and semi-trucks per day; however, this objective would be met to a lesser extent than the proposed Project as this alternative would reduce the building size and eliminate the drive-thru quick service restaurant. Similarly, this alternative would provide jobs for local residents and would result in tax revenue for the City; however, due to the reduced building sizes, this alternative would result in fewer jobs and less tax revenue compared to the Project.

This alternative is also potentially economically unfeasible due to the elimination of a portion of the Project site. This landowner, or landowners, would be left with fully or partially undeveloped parcels.

In conclusion, this alternative would not provide the amount of new freeway commercial opportunities for the City. For all of these foregoing reasons and any one of them individually, this alternative is determined to be infeasible and rejected.

### 3. REVISED CIRCULATION ALTERNATIVE:

The **Revised Circulation Alternative** is discussed on pages 5.0-4, 5.0-6, and 5.0-14 through 5.0-18 of the Draft EIR. Under the Revised Circulation Alternative, the same types of fueling facilities, traveler amenities, and parking facilities for passing motorists and commercial truck operators as described in the Project Description would be developed, but several changes would occur that would change the commercial activity and circulation patterns on the Project site. Changes include: 1) reducing the 16,688-sf building to 13,000-sf, 2) eliminating the drive-thru quick service restaurant, 3) eliminating one of the proposed dog runs, 4) shifting the interim site access on Manthey Road to the north, and 5) extending Roth Road further west, adding a truck ingress/egress to the Project site from Roth Road. This alternative is like the Reduced Project Size and Intensity Alternative, except that it does not eliminate three acres from the footprint of the Project and it also adds the extension of Roth Road with ingress/egress to the Project site.

Under this alternative, the Phase I interim site access would be shifted to the north, which would shift traffic away from the residence at 11401 Manthey Road. Additionally, Roth Road would be extended further west under Phase I, adding a truck ingress/egress to the Project site which would reduce the use of the Manthey Road by trucks during Phase I. These modifications are intended to reduce air quality, noise, and traffic impacts to neighboring properties, by changing the circulation patterns for truck traffic during Phase I. Like the proposed Project, the circulation improvements for this alternative would be altered during Phase II once Manthey Road is realigned.

It is noted that this alternative would fail to meet all of the Project objectives.

Findings: Environmental benefits of this alternative over the proposed Project include the reduction or slight reduction of impacts to Air Quality, Greenhouse Gases, Climate Change and Energy, Noise, and Transportation and Circulation. Impacts related to the remaining environmental topics would have equal impacts.

On balance, the alternative is less desirable than the Project and does not lessen the overall environmental impacts nor provide the same level of benefits as the proposed Project. While the City recognizes the environmental benefits of this alternative, this alternative would not achieve all of the Project objectives. The Project objectives which this alternative does achieve are achieved to a lesser extent than the proposed Project. For example, the Revised Circulation Alternative would develop a property of sufficient size to accommodate all of the following: a travel center that consists of a truck and auto repair shop, convenience store, adjoining fast food restaurants, restrooms, and auto and truck fuel dispensing area able to accommodate cars and semi-trucks per day; however, this objective would be met to a lesser extent than the proposed Project as this alternative would reduce the building size and eliminate the drive-thru quick service restaurant. Similarly, this alternative would provide jobs for local residents and would result in tax revenue for the City; however, due to the reduced building sizes, this alternative would result in fewer jobs and less tax revenue compared to the Project.

For all of these foregoing reasons and any one of them individually, this alternative is determined to be infeasible and rejected.

#### 4. PHASE II ONLY ALTERNATIVE:

The **Phase II Only Alternative** is discussed on pages 5.0-5 through 5.0-7 and 5.0-18 through 5.0-22 of the Draft EIR. Under the Phase II Only Alternative, the same types of fueling facilities, traveler amenities, and parking facilities for passing motorists and commercial truck operators as described in the Project Description would be developed, but the circulation, access and parking Phase I portions of the plan would not be approved. Changes include: 1) eliminating Phase I from the Project, and 2) full construction of all onsite and offsite improvements. This alternative is like the proposed Project, except that it does not allow for a two phase development process with interim improvements (specifically it would not allow access on the existing Manthey Road), and instead would require full buildout of Phase II.

Under this alternative the defined Phase II would be fully constructed. This includes: (1) the realignment of Manthey Road from the existing configuration to run along the western boundary of the Project site with a new connection to Roth Road, (2) improvement of Roth Road to the north of the Project site, and (3) improvements of the interchange for I-5. Because no new buildings are proposed as part of the Phase II development, all buildings constructed in Phase I would be constructed as part of this alternative as a first and only phase. Also, because there would be no interim improvements, there would be no removal of any interim circulation-related improvements.

These modifications are intended to reduce air quality, noise, and traffic impacts to neighboring properties, by changing the circulation patterns.

It is noted that this alternative would fail to meet all of the Project objectives.

Findings: Environmental benefits of this alternative over the proposed Project include the slight reduction of impacts to Air Quality and Transportation and Circulation. Impacts related to the remaining environmental topics would have equal impacts.

On balance, the alternative is less desirable than the Project and does not provide the same level of benefits as the proposed Project. While the City recognizes the environmental benefits of this alternative, this alternative is potentially economically unfeasible due to the elimination of Phase I of the Project. By requiring full buildout of Phase II of the Project, this alternative would result in schedule delays. This alternative would require close coordination between the applicant, the City, and Caltrans regarding the realigned Manthey Road and the future Roth Road extension. For all of these foregoing reasons and any one of them individually, this alternative is determined to be infeasible and rejected.

#### 4. ENVIRONMENTALLY SUPERIOR ALTERNATIVE:

CEQA requires that an environmentally superior alternative be identified among the alternatives that are analyzed in the EIR. If the No Project Alternative is the environmentally superior alternative, an EIR must also identify an environmentally superior alternative among the other alternatives (CEQA Guidelines Section 15126.6(e)(2)). The environmentally superior alternative is that alternative with the least adverse environmental impacts when compared to the proposed project.

As shown on Table 5.0-1 of the Draft EIR (on page 5.0-23), a comparison of alternatives is presented. The No Project (No Build) Alternative is the environmentally superior alternative. However, as required by CEQA, when the No Project (No Build) Alternative is the environmentally superior alternative, the environmentally superior alternative among the others must be identified. The Reduced Project Size and Intensity Alternative would reduce or slightly reduce impacts related to 11 environmental issues and would have equal impacts related to three environmental issues. The Revised Circulation Alternative would reduce or slightly reduce impacts related to five environmental issues and would have equal impacts related to nine environmental issues. The Phase II Only Alternative would result slightly reduced impacts to two environmental issues and would have equal impacts related to 12 environmental issues. Therefore, the Reduced Project Size and Intensity Alternative would be the next environmentally superior alternative.

It should be noted that the Reduced Project Size and Intensity Alternative does not meet all of the Project objectives. This alternative would result in fewer job opportunities for Lathrop residents. This would also reduce the property tax and sales tax revenue generation as compared to the Project. While the City recognizes the environmental benefits of the Reduced Project Size and Intensity Alternative, this alternative would not result in the amount of freeway commercial uses that are identified in the Project objectives under full buildout of the Project site.

For the reasons provided above, this alternative is determined to be infeasible and rejected.

## VII. STATEMENTS OF OVERRIDING CONSIDERATIONS RELATED TO THE SINGH PETROLEUM INVESTMENTS FINDINGS

As described in detail in Section III of these Findings, the following significant and unavoidable impacts could occur with implementation of the Project:

- Impact 3.3-1: Project operation could conflict with or obstruct implementation of the District's air quality plan
- Impact 3.3-3: The proposed Project could expose sensitive receptors to substantial pollutant concentrations
- Impact 4.5: Cumulative Impact on the Region's Air Quality

The adverse effects listed above, and described in detail in Section III, are substantive issues of concern to the City. However, the City of Lathrop has a General Plan that provides for an array of land uses throughout the City that are intended to accommodate the City's needs for growth over the foreseeable future. The proposed Project has been designated with land uses that are intended to generate jobs and tax revenue for the City, while providing freeway commercial opportunities. The proposed Project would provide an increase in local jobs that could be filled by the citizens of Lathrop, which could reduce the number of citizens commuting to areas outside of the City. Implementation of the proposed Project would provide job growth to the area. It is anticipated that local employment would be increased to provide administrative, management, automotive mechanical, and technical services. The proposed Project is expected to require both full-time and part-time employees. Additionally, development of the Project would provide short-term employment opportunities within the construction, engineering, and design field, among others.

Additionally, the proposed Project would generate tax revenue that the City would not otherwise benefit from if the Project was not developed. The job creating uses, additional employment opportunities, and tax benefits discussed above would ultimately improve the overall quality of life in the City of Lathrop.

Based on the entire record and the EIR, the City Council has determined that the economic and social benefits of the Project in Lathrop outweigh and override the significant unavoidable environmental effects that would result from future Project implementation as more fully described in Section III, Findings and Recommendations Regarding Significant and Unavoidable Impacts. The City Council has determined that any environmental detriment caused by the proposed Project has been minimized to the extent feasible through the mitigation measures identified herein, and, where mitigation is not feasible, has been outweighed and counterbalanced by the significant social, environmental, and land use benefits to be generated within the region. The City Council finds that any one of the benefits set forth above is sufficient by itself to warrant approval of the Project. This determination is based on the findings herein and the evidence in the record. Having balanced the unavoidable adverse environmental impacts against each of the benefits, the City Council hereby adopts this Statement of Overriding Considerations for the above reasons.

**CITY OF LATHROP  
PLANNING COMMISSION RESOLUTION NO. 24-6**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP  
RECOMMENDING THE CITY COUNCIL CERTIFICATION OF THE FINAL  
ENVIRONMENTAL IMPACT REPORT (SCH #2022120596), CEQA FINDINGS OF  
FACT, STATEMENT OF OVERRIDING CONSIDERATIONS AND MITIGATION  
MEASURES/MONITORING PLAN FOR THE SINGH PETROLEUM PROJECT (FILE  
NO. GPA-20-60, REZ-20-61, CUP-20-62, SPR-20-63, AND ANX-20-64)**

**WHEREAS**, the Singh Petroleum Project includes General Plan Amendment No. GPA-20-60, PreZone No. REZ-20-61, Conditional Use Permit No. CUP-20-62, Site Plan Review No. SPR-20-63, and Annexation No. ANX-20-64); and

**WHEREAS**, the proposed project includes the development of regional travel serving uses constructed in two (2) phases consisting of gas and diesel facilities for passenger and commercial vehicles, a 16,668 sq. ft. travel center building that includes a convenience market, driver amenities, and two Quick Service Restaurants (QSR) with one drive-through, a 13,846 sq. ft. 4-bay full service truck and automobile repair facility, and off-street parking for motorists and commercial truck operators on a combined 19.63-acre project site; and

**WHEREAS**, the properties are located at 169 W. Manilla Road and 11296 S. Manthey Road (APNs: 191-250-06 and 191-250-14, respectively); and

**WHEREAS**, on January 22, 2021, the City sent letters to the tribes on the Native American Contact list that the City received from the Native American Heritage Commission pursuant to Public Resources Code Section 21080.3.1; and

**WHEREAS**, the City held one Consultation meeting with the Northern Valley Yokuts tribe to discuss the project and the City closed the consultation on October 27, 2021. No further written or oral comments were received relating to the project; and

**WHEREAS**, a Notice of Preparation of the Singh Petroleum Project was mailed to all responsible agencies and submitted to the State Clearinghouse on December 22, 2023, pursuant to Public Resources Code Section 21080.4 and CEQA Guidelines Section 15082; and

**WHEREAS**, a Draft Environmental Impact Report (DEIR) for the Singh Petroleum Project was prepared in accordance with Public Resources Code Section 21000 et. seq. and CEQA Guidelines Section 15000 et. seq.; and

**WHEREAS**, in accordance with Public Resources Code Section 21000 et. seq. and CEQA Guidelines Section 15000 et. seq., the City of Lathrop prepared and circulated for a 45-day public review period the DEIR for the Singh Petroleum Project, beginning on February 7, 2024 and ending on March 25, 2024, that evaluated potential environmental effects of the proposed Singh Petroleum Project; and



**WHEREAS**, a notice inviting comments on the DEIR was given in compliance with CEQA Guidelines Section 15085; and

**WHEREAS**, the City of Lathrop received six (6) written comments on the DEIR and responses to those comments were prepared in the form of the Final Environmental Impact Report (FEIR), dated April, 2024 (incorporated by reference herein); and

**WHEREAS**, pursuant to Public Resources Code Section 21092.5, the City of Lathrop provided notice regarding the availability of the FEIR and circulated the proposed responses to comments to public agencies submitting comments on the DEIR; and

**WHEREAS**, the Planning Commission has independently reviewed and analyzed the Final Environmental Impact Report for the Singh Petroleum Project and considered the information contained therein and all comments, written and oral, received at the public hearing on the FEIR prior to approving this resolution and recommending action on the Singh Petroleum Project; and

**WHEREAS**, the Planning Commission reviewed the FEIR prepared for the Singh Petroleum Project, City Staff Reports pertaining to the DEIR and FEIR, and all evidence received at the duly noticed Public Hearing. All these documents and evidence herein incorporated by reference into this Resolution; and

**WHEREAS**, the FEIR identified certain significant and potentially significant adverse effects on the environment caused by the Singh Petroleum Project. It is the intent of the Planning Commission that the mitigation measures contained in the EIR are implementation measures for the development of the Singh Petroleum Project; and

**WHEREAS**, the City is required whenever possible, pursuant to CEQA, to adopt all feasible mitigation measures or feasible project alternatives that can substantially lessen or avoid any significant effects. A Mitigation Monitoring Reporting Program (MMRP) has been prepared for the Singh Petroleum Project; and

**WHEREAS**, the City is required, when approving a project for which an EIR has been prepared to 1) make written findings with regard to the disposition of each significant impact, and if significant unavoidable impacts remain after mitigation, to 2) identify overriding considerations explaining why the City will continue to move ahead with the project; and

**WHEREAS**, property notice of this public meeting was given in all respects as required by law including the publishing of a legal notice of the hearing in the Manteca Bulletin on or about May 2, 2024, mailed the public notice to notify property owners located within a 300-foot radius from the project site boundary, emailed the City's Public Hearing subscribers and interested parties and posted at three locations accessible to the public and the City website; and

**WHEREAS**, the Planning Commission has utilized its own independent judgement in adopting this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the Planning Commission of the City of Lathrop based on findings included herein, and based on substantial evidence in the administrative record of proceedings, recommend City Council certification of the Singh Petroleum Project Final Environmental Impact Report (SCH# 2022120596), including the “CEQA Findings of Fact and Statement of Overriding Considerations”, as referenced in the Planning Commission Staff Report as Attachment 15, and subject to the “Mitigation Monitoring Reporting Plan” (MMRP), as referenced in the Planning Commission Staff Report as Attachment 7.


**PASSED AND ADOPTED** by the Planning Commission of the City of Lathrop at a Regular Meeting on the 15<sup>th</sup> day of May, 2024 by the following vote:

AYES: Ishihara, Ralmilay, Camarena, Jackson, Rhodes

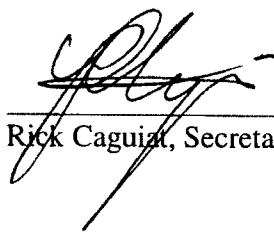
NOES: None

ABSENT: None

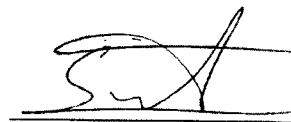
ABSTAIN: None

  
Tosh Ishihara, Chairman

ATTEST:

  
Rick Caguiat, Secretary

APPROVED AS TO FORM:

  
Salvador Navarrete, City Attorney

**CITY OF LATHROP  
PLANNING COMMISSION RESOLUTION NO. 24-7**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP  
RECOMMENDING CITY COUNCIL ADOPTION OF A GENERAL PLAN  
AMENDMENT TO THE GENERAL PLAN LAND USE MAP FOR THE SINGH  
PETROLEUM PROJECT (GPA-20-60)**

**WHEREAS**, the Singh Petroleum Project includes General Plan Amendment No. GPA-20-60, PreZone No. REZ-20-61, Conditional Use Permit No. CUP-20-62, Site Plan Review No. SPR-20-63, and Annexation No. ANX-20-64); and

**WHEREAS**, the proposed project includes the development of regional travel serving uses constructed in two (2) phases consisting of gas and diesel facilities for passenger and commercial vehicles, a 16,668 sq. ft. travel center building that includes a convenience market, driver amenities, and two Quick Service Restaurants (QSR) with one drive-through, a 13,846 sq. ft. 4-bay full service truck and automobile repair facility, and off-street parking for motorists and commercial truck operators on a combined 19.63-acre project site; and

**WHEREAS**, the properties are located at 169 W. Manilla Road and 11296 S. Manthey Road and (APNs: 191-250-06 and 191-250-14, respectively);

**WHEREAS**, Section 65358 of the California Government Code provides for the amendment of all or part of an adopted General Plan; and

**WHEREAS**, the City has complied with the requirements of the Government Code (Government Code Section 65300 et. seq.), the current State of California General Plan Guidelines, and the City's applicable ordinances and resolutions with respect to approval of the proposed Singh Petroleum Project General Plan Amendment (GPA); and

**WHEREAS**, pursuant to Government Code Section 65090, notice of the Planning Commission hearing was published in accordance with State law in at least one newspaper of general circulation within the City of Lathrop at least ten calendar days before the Planning Commission's public hearing; and

**WHEREAS**, prior to recommending adoption of the GPA, the Planning Commission adopted a Resolution, recommending that the City Council adopt a Resolution Certifying the Final Environmental Impact Report (Final EIR), CEQA Findings of Fact, Statement of Overriding Considerations and Mitigation Measures/Monitoring Plan for the Singh Petroleum Project in accordance with the California Environmental Quality Act (CEQA); and

**WHEREAS**, before recommending approval of the GPA, the Planning Commission reviewed and considered the information contained in the Final EIR for the Singh Petroleum Project (SCH #2022120596), and finds that mitigation measures identified in the Final EIR have been imposed on and incorporated in the Singh Petroleum Project which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such change can and should be adopted by such other agency, that specific economic, social and other considerations make infeasible the project alternatives that would avoid or mitigate the environmental impacts and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated; and

**WHEREAS**, the proposed GPA is an amendment to the adopted 2022 Lathrop General Plan, which was adopted on September 19, 2022; and

**WHEREAS**, the proposed GPA consists of amendments to the City of Lathrop General Plan Map, as shown in Attachment 10 of the Planning Commission Staff Report incorporated by reference herein; and

**WHEREAS**, State Planning Law and the Lathrop Municipal Code require the Planning Commission to provide a recommendation for a General Plan Amendment to the City Council by Resolution; and

**WHEREAS**, notice of the proposed GPA was provided pursuant to California Government Code Section 65352.3 and 65352.4 (General Plan review by California Native American tribes). Notice was mailed out to California Native American tribes on a list provided by the California Native American Heritage Commission (NAHC) on January 22, 2021; and

**WHEREAS**, no written or oral comments were received relating to the proposed General Plan Amendment for the Singh Petroleum Project; and

**WHEREAS**, property notice of this public meeting was given in all respects as required by law including the publishing of a legal notice of the hearing in the Manteca Bulletin on or about May 2, 2024, mailed the public notice to notify property owners located within a 300-foot radius from the project site boundary, emailed the City's Public Hearing subscribers and interested parties and posted at three locations accessible to the public and the City website; and

**WHEREAS**, the Planning Commission has utilized its own independent judgment in adopting this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the Planning Commission of the City of Lathrop does hereby make the following findings:

Section 1. This Resolution incorporates, and by this reference makes a part hereof, that certain GPA, as shown in Attachment 10 of the Planning Commission Staff Report, relative to the proposed development of the Singh Petroleum Project; and

Section 2. General Plan Amendment Findings. The Planning Commission finds and determines as follows:

1. The proposed GPA would amend the General Plan Land Use Map adopted September 19, 2022, as amended through 2024, to reflect the proposed Singh Petroleum Project land uses.
2. The proposed GPA is in the public interest of the people of the City of Lathrop as set for in more detail in the Statement of Overriding Considerations in the CEQA Resolution, herein incorporated by reference.
3. The proposed General Plan Land Use Map Amendment would implement the following Policies contained in the General Plan in support of the proposed land use designations:
  - a. *“Policy LU-1.1: Support a full spectrum of conveniently located residential, commercial, industrial, public, and quasi-public uses that support business development, regional transportation objectives and the livability of residential neighborhoods.”*

The proposed project includes the development of commercial retail space which would support business development within the City of Lathrop by providing regional transportation facilities.
  - b. *“Policy LU-1.9: Promote equitable land use patterns to provide all residents in all neighborhoods access to community amenities and transportation choices, and increase safety for walking and biking.”*

The project provides amenities to residents which support all transportation choices, such as full scale and commercial service facilities. One of the project’s objectives is to provide visitor-serving facilities that maximize the benefits of the project site’s proximity to I-5 and thereby minimizes traffic generation on local streets by visitors exiting and reentering the freeway. By minimizing traffic generated on local streets, conflicts between truck and automobile traffic and walkers and bikers is reduced.
  - c. *“Policy LU-3.1: Support regional efforts that promote higher densities and intensities near major transit and travel facilities, and reduce regional vehicle miles traveled by supporting active modes of transportation including walking, biking, and public transit.”*

The project site is designated for freeway commercial land uses in the City’s General Plan. The project would result in development of freeway supporting uses (i.e., travel center and gasoline facilities) adjacent to I-5, which is a major travel facility.

- d. *“Policy LU-3.4: Promote logical City boundaries and work with surrounding jurisdictions to encourage complementary uses. Specifically, work with the City of Manteca and San Joaquin County to ensure development of complementary and compatible uses adjacent to Lathrop.”*  
The project site is located in the portion of the City adjacent to I-5 and will create a logical extension of the City’s boundary. The site has been anticipated for development of freeway commercial uses as part of the City’s General Plan and would result in the development of freeway supporting uses (i.e., travel center and gasoline facilities) adjacent to I-5, which is a major travel facility.
- e. *“Policy LU-5.1: Require new development to be compatible and complementary to existing development. Where appropriate and feasible, promote connections between neighborhoods and services and facilities.”*  
The project is a new development which is compatible with the surrounding land uses. Existing freeway commercial and industrial uses are located directly across I-5 from the project site. The proposed commercial uses would be constructed in a similar form and scale as the existing freeway commercial, retail, and service uses within the City of Lathrop.
- f. *“Policy LU-5.6: In considering land use change requests, consider factors such as compatibility with surrounding uses in terms of privacy, noise, and changes in traffic levels.”*  
The project includes buffer areas and screening from adjacent uses along the perimeter of the project site.
- g. *“Policy LU-6.1: Capitalize on Lathrop’s location within the Central Valley, proximity to major metropolitan areas, and regional transportation facilities.”*  
The proposed project is considered small-scale and would provide jobs and local revenue for the City. The proposed project would generate employment and tax-generating businesses which would support the economic diversity of the City. Additionally, the project site is located near existing I-5 for the transportation of goods that support business development and serve regional transportation. The project would result in a development of freeway supporting uses (i.e., travel center and gasoline facilities) adjacent to I-5, which is a regional transportation facility.
- h. *“Policy LU-7.4: ensure that new urban uses which are proposed adjacent to lands designated for agricultural uses include adequate buffers to reduce land use conflicts and nuisance impacts to sensitive receptors.”*  
The proposed project provides landscaping buffers between the southern and western portions of the project site and existing agricultural operations located to the south and west.

The 7.5-foot deep retention pond along the western boundary measures approximately 60-feet from the western boundary line and the retention basin to the southwestern corner measures approximately 266-feet from the southern boundary line. Together, the retention ponds provide sufficient buffer to protect the agricultural operations from the impacts of the development of the project site, as buffers typically consistent are 5 to 10 feet, according to Chapter 17.92, Landscaping and Screening, requirements of the Lathrop Municipal Code. Phase 2 of the project involves landscaping buffers to the north of the project site, along the northern project boundary. This includes a 10-foot width landscaping strip along the northern project boundary in order to buffer project uses from adjacent agricultural uses and would reduce adverse effects on neighboring agricultural uses.

Section 3. Upon adoption by the City Council, the Community Development Director is hereby directed to retain said GPA on permanent public display in the Community Development Department of the City of Lathrop.

Section 4. Based on the findings set forth in this Resolution, the CEQA Resolution, and the evidence in the Staff Report, the Planning Commission hereby recommends the City Council approve the proposed General Plan Amendment.

**BE IT FURTHER RESOLVED** that the Planning Commission of the City of Lathrop, based on substantial evidence in the administrative record of proceedings, its above findings, including the staff report and associated attachments, pursuant to its independent review and consideration, does hereby recommend the City Council adopt the General Plan Land Use Map Amendment, as illustrated and incorporated by reference as Attachment 10 of the Planning Commission Staff Report.



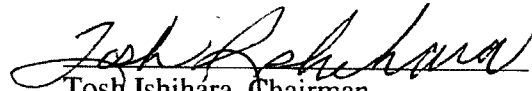
**PASSED AND ADOPTED** by the Planning Commission of the City of Lathrop at a Regular Meeting on the 15<sup>th</sup> day of May, 2024 by the following vote:

AYES: Ishihara, Ralmilay, Camarena, Jackson, Rhodes


NOES: None

ABSENT: None


ABSTAIN: None

  
Tosh Ishihara, Chairman

ATTEST:

  
Rick Caguia, Secretary

APPROVED AS TO FORM:

  
Salvador Navarrete, City Attorney

**CITY OF LATHROP  
PLANNING COMMISSION RESOLUTION NO. 24-8**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP  
RECOMMENDING CITY COUNCIL APPROVAL OF AN ORDINANCE AMENDING  
THE LATHROP ZONING MAP TO PREZONE PROPERTIES IN THE SINGH  
PETROLEUM PROJECT AREA (REZ-20-61)**

**WHEREAS**, the Singh Petroleum Project includes General Plan Amendment No. GPA-20-60, PreZone No. REZ-20-61, Conditional Use Permit No. CUP-20-62, Site Plan Review No. SPR-20-63, and Annexation No. ANX-20-64); and

**WHEREAS**, the proposed project includes the development of regional travel serving uses constructed in two (2) phases consisting of gas and diesel facilities for passenger and commercial vehicles, a 16,668 sq. ft. travel center building that includes a convenience market, driver amenities, and two Quick Service Restaurants (QSR) with one drive-through, a 13,846 sq. ft. 4-bay full service truck and automobile repair facility, and off-street parking for motorists and commercial truck operators on a combined 19.63-acre project site; and

**WHEREAS**, the properties are located at 169 W. Manilla Road and 11296 S. Manthey Road and (APNs: 191-250-06 and 191-250-14, respectively);

**WHEREAS**, the City of Lathrop held a duly noticed public hearing on May 15, 2024 to consider the Final Environmental Impact Report (Final EIR), CEQA Findings of Fact, Statement of Overriding Considerations and Mitigation Measures/Monitoring Reporting Plan (SCH #2022120596) prepared for the Singh Petroleum Project and associated entitlements; and

**WHEREAS**, the Singh Petroleum Project requires an amendment to the Lathrop Zoning Map in order to be consistent with and to implement the Lathrop General Plan; and

**WHEREAS**, before recommending approval of the amendments to the Lathrop Zoning Map, the Planning Commission reviewed and considered the information contained in the Final EIR for the Singh Petroleum Project (SCH #2022120596), and finds that mitigation measures identified in the Final EIR have been imposed on and incorporated in the Singh Petroleum Project which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such change can and should be adopted by such other agency, that specific economic, social and other considerations make infeasible the project alternatives that would avoid or mitigate the environmental impacts and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated; and

**WHEREAS**, prior to approving this Resolution recommending the City Council adopt the Amendments to the Lathrop Zoning Map, relating to the Singh Petroleum Project, the Planning Commission has independently reviewed and considered all written evidence and oral testimony presented to date, including the Environmental Impact Report (consisting of the DEIR and FEIR) prepared for the Singh Petroleum Project and associated entitlements, City staff reports and all information received at the duly noticed public hearings, all of these documents and evidence of which are incorporated herein by reference; and

**WHEREAS**, the Planning Commission finds that the pre-zoning of the project site to Highway Commercial (CH) Zoning classification is consistent with the Lathrop General Plan Land Use Designation of Freeway Commercial (FC); and

**WHEREAS**, property notice of this public meeting was given in all respects as required by law including the publishing of a legal notice of the hearing in the Manteca Bulletin on or about May 2, 2024, mailed the public notice to notify property owners located within a 300-foot radius from the project site boundary, emailed the City's Public Hearing subscribers and interested parties and posted at three locations accessible to the public and the City website; and

**WHEREAS**, the Planning Commission has utilized its own independent judgment in adopting this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the Planning Commission of the City of Lathrop does hereby make the following findings:

Section 1. This Resolution incorporates, and by this reference make a part hereof, that certain Zoning Map Amendments, as shown in Attachment 11 of the Planning Commission Staff Report, relative to the proposed development of the Singh Petroleum Project.

Section 2. Zoning Amendment Findings. Pursuant to Chapter 17.124 of the City of Lathrop Municipal Code, the Planning Commission finds and determines as follows:

1. The proposed pre-zoning of the project site to the Highway Commercial (CH) Zoning classification is consistent with the objectives, policies, principles, standards and general land use as specified in the City's General Plan, as amended by the Planning Commission General Plan Amendment Resolution No. 24-7. The proposed pre-zoning for the Singh Petroleum Project provide zoning standards to allow for urban development consistent with the Freeway Commercial (FC) General Plan Land Use Designation.

2. The proposed pre-zoning of the project site to the Highway Commercial (CH) Zoning classification is consistent with the purpose and objectives of the City of Lathrop zoning ordinance because 1) the amendment provides a zoning classification that guides development of highway commercial uses, of which the Travel Center is consistent with and consistent with the Lathrop General Plan; 2) it fosters the wholesome, serviceable and attractive living environment; 3) prevents excessive population densities and overcrowding of land with structures; 4) promotes safe, effective traffic circulation and adequate off-street parking and loading facilities; 5) promotes appropriately located commercial activities in order to preserve and strengthen the city's economic base; 6) enhance real property values and the city's natural assets; 7) ensure unimpeded development of such new urban expansion that is logical, desirable and in conformance with the objectives and policies of the General Plan; and 8) provides and protects open space in accordance with the policies of the General Plan.

Section 3. Based on the findings set forth in this Resolution, the CEQA Resolution, and the evidence in the Staff Report, the Planning Commission hereby recommends to the City Council adopt an Ordinance implementing the suggested amendment to the Lathrop Zoning Map. This document shall be substantially in the form on file with the City Clerk.

**BE IT FURTHER RESOLVED** that the Planning Commission of the City of Lathrop does hereby recommend City Council approval of an Ordinance to amend the Lathrop Zoning Map, relating to the Singh Petroleum Project, as shown in Attachment 11 of the Planning Commission Staff Report and incorporated herein by reference.

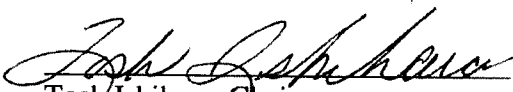
**PASSED AND ADOPTED** by the Planning Commission of the City of Lathrop at a Regular Meeting on the 15<sup>th</sup> day of May, 2024 by the following vote:

AYES: Ishihara, Ralmilay, Camarena, Jackson, Rhodes

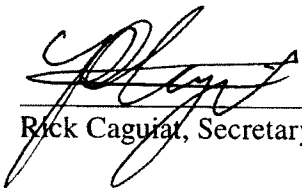
NOES: None

ABSENT: None

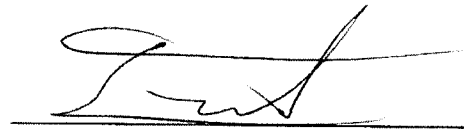
ABSTAIN: None

  
Tosh Ishihara, Chairman

ATTEST:

  
Rick Caguiat, Secretary

APPROVED AS TO FORM:

  
Salvador Navarrete, City Attorney

**CITY OF LATHROP  
PLANNING COMMISSION RESOLUTION NO. 24-9**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP  
RECOMMENDING THE CITY COUNCIL TO APPROVE THE CONDITIONAL USE  
PERMIT AND SITE PLAN REVIEW FOR THE SINGH PETROLEUM PROJECT  
(CUP-20-62 AND SPR-20-63)**

**WHEREAS**, the City of Lathrop Planning Commission held a duly noticed public hearing to consider the Conditional Use Permit and Site Plan Review pursuant to the Lathrop Municipal Code; and

**WHEREAS**, the Singh Petroleum Project includes General Plan Amendment No. GPA-20-60, PreZone No. REZ-20-61, Conditional Use Permit No. CUP-20-62, Site Plan Review No. SPR-20-63, and Annexation No. ANX-20-64); and

**WHEREAS**, the request is for approval of a Conditional Use Permit and Site Plan Review for the development of a Travel Center, consisting of a gas and diesel fueling facilities, a 16,668 sq. ft. travel center building include two (2) Quick Service Restaurants (QSR) with one (1) drive through, a 13,846 sq. ft. full service 4-bay truck and automobile repair shop, off-street parking for passenger vehicles and commercial trucks, and supporting infrastructure in two (2) phases of development (the proposed Project); and

**WHEREAS**, the properties are located at 169 W. Manilla Road and 11296 S. Manthey Road and (APNs: 191-250-06 and 191-250-14, respectively); and

**WHEREAS**, prior to recommending approval of the CUP and SPR, the Planning Commission adopted a Resolution, recommending that the City Council adopt a Resolution Certifying the Final Environmental Impact Report (Final EIR), CEQA Findings of Fact, Statement of Overriding Considerations and Mitigation Measures/Monitoring Plan for the Singh Petroleum Project in accordance with the California Environmental Quality Act (CEQA); and

**WHEREAS**, before recommending approval of the CUP and SPR, the Planning Commission reviewed and considered the information contained in the Final EIR for the Singh Petroleum Project (SCH #2022120596), and finds that mitigation measures identified in the Final EIR have been imposed on and incorporated in the Singh Petroleum Project which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such change can and should be adopted by such other agency, that specific economic, social and other considerations make infeasible the project alternatives that would avoid or mitigate the environmental impacts and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated; and

**WHEREAS**, the Planning Commission finds that the proposed Project is consistent with the Freeway Commercial (FC) land use goals and policies of the City of Lathrop General Plan and is also consistent with the development standards for the CH, Highway Commercial Zoning District; and

**WHEREAS**, property notice of this public meeting was given in all respects as required by law including the publishing of a legal notice of the hearing in the Manteca Bulletin on or about May 2, 2024, mailed the public notice to notify property owners located within a 300-foot radius from the project site boundary, emailed the City's Public Hearing subscribers and interested parties and posted at three locations accessible to the public and the City website; and

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

**NOW, THEREFORE BE IT RESOLVED**, the Planning Commission of the City of Lathrop does hereby make the following findings:

1. Conditional Use Permit Findings. Pursuant to Section 17.112.060 of the Lathrop Municipal Code (LMC), the Planning Commission finds as follows:
  - a. That there are circumstances or conditions applicable to the land, structure or use which makes the granting of a use permit necessary for the preservation and enjoyment of a substantial property right. *The proposed Project is consistent with the CH, Highway Commercial Zoning District development standards, including but not limited to building height, setbacks, landscaping, off-street parking requirements, and architectural design.*
  - b. That the proposed location of the conditional use is in accordance with the objectives of the zoning code and the purposes of the district in which the site is located. *The proposed Project is located at the southwest corner of Roth Road and S. Manthey Road, a location that is designated for freeway commercial uses in the City's General Plan. The proposed Project results development of freeway supporting uses (i.e., travel center and gasoline facilities) adjacent to I-5, which is a major travel facility.*
  - c. That the proposed use will comply with each of the applicable provisions of the LMC, as amended. *As noted above and as described in the Staff Report, the proposed project is a permitted use in the CH, Highway Commercial Zoning District and is consistent with the applicable provisions in the LMC, including landscape and screening requirements.*

2. Site Plan Review Findings. Pursuant to Section 17.100.050 of the Lathrop Municipal Code (LMC), the Planning Commission finds as follows:
  - a. The proposed Site Plan Review complies with all applicable provisions of Chapter 17.100;
  - b. The proposed Site Plan Review is consistent with the site improvements listed in Chapter 17.100 (a. through i.) and improvements are such that traffic congestion is avoided and pedestrian and vehicular safety and welfare are protected and there will not be adverse effects on surrounding properties;
  - c. Proposed lighting for the project area is so arranged as to deflect away from adjoining properties; and
  - d. The proposed Site Plan Review is compatible with surrounding land uses and will not be detrimental to the health, safety and general welfare of the City as further evaluated in the Final EIR. Mitigation measures identified in the Final EIR have been imposed on and incorporated in the Singh Petroleum Project which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such change can and should be adopted by such other agency, that specific economic, social and other considerations make infeasible the project alternatives that would avoid or mitigate the environmental impacts and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated.

**BE IT FURTHER RESOLVED,** based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, the Lathrop Planning Commission does hereby recommend that the Lathrop City Council approve Conditional Use Permit No. CUP-20-62 and Site Plan Review No. SPR-20-63, subject to the Conditions of Approval listed in Attachment 7 and project plans provided in Attachments 8 and 9 of the Planning Commission Staff Report and incorporated by reference herein.



**PASSED AND ADOPTED** by the Planning Commission of the City of Lathrop at a Regular meeting on the 15<sup>th</sup> day of May, 2024 by the following vote:

AYES: Ishihara, Ralmilay, Camarena, Jackson, Rhodes

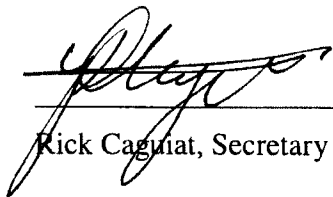
NOES: None

ABSENT: None

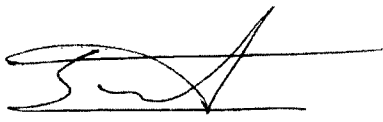
ABSTAIN: None

  
Tosh Ishihara, Chair

ATTEST:

  
Rick Caguiat, Secretary

APPROVED AS TO FORM:

  
Salvador Navarrete, City Attorney

**CITY OF LATHROP  
PLANNING COMMISSION RESOLUTION NO. 24-10**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP  
RECOMMENDING CITY COUNCIL TO AUTHORIZE CITY STAFF TO SUBMIT AN  
APPLICATION FOR ANNEXATION OF THE SINGH PETROLEUM PROJECT AREA  
(ANX-20-64)**

**WHEREAS**, the Singh Petroleum Project includes General Plan Amendment No. GPA-20-60, PreZone No. REZ-20-61, Conditional Use Permit No. CUP-20-62, Site Plan Review No. SPR-20-63, and Annexation No. ANX-20-64); and

**WHEREAS**, the proposed project includes the development of regional travel serving uses constructed in two (2) phases consisting of gas and diesel facilities for passenger and commercial vehicles, a 16,668 sq. ft. travel center building that includes a convenience market, driver amenities, and two Quick Service Restaurants (QSR) with one drive-through, a 13,846 sq. ft. 4-bay full service truck and automobile repair facility, and off-street parking for motorists and commercial truck operators on a combined 19.63-acre project site; and

**WHEREAS**, the properties are located at 169 W. Manilla Road and 11296 S. Manthey Road and (APNs: 191-250-06 and 191-250-14, respectively);

**WHEREAS**, the City of Lathrop Planning Commission held a duly noticed public hearing on May 15, 2024, to consider Annexation of the Singh Petroleum Project area, a total Annexation area of 22.42-acres; and

**WHEREAS**, prior to recommending approval of the Annexation relating to the Singh Petroleum Project, the Planning Commission adopted a Resolution, recommending that the City Council adopt a Resolution Certifying the Final Environmental Impact Report (Final EIR), CEQA Findings of Fact, Statement of Overriding Considerations and Mitigation Measures/Monitoring Plan for the Singh Petroleum Project in accordance with the California Environmental Quality Act (CEQA); and

**WHEREAS**, before recommending approval of the Annexation relating to the Singh Petroleum Project, the Planning Commission reviewed and considered the information contained in the Final EIR for the Singh Petroleum Project (SCH #2022120596), and finds that mitigation measures identified in the Final EIR have been imposed on and incorporated in the Singh Petroleum Project which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such change can and should be adopted by such other agency, that specific economic, social and other considerations make infeasible the project alternatives that would avoid or mitigate the environmental impacts and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated; and

**WHEREAS**, prior to recommending adoption of the Annexation relating to the Singh Petroleum Project, the Planning Commission has independently reviewed and considered all written evidence and oral testimony presented to date, City staff reports and all information received at the duly noticed public hearing, all of these documents and evidence of which are incorporated herein by reference; and

**WHEREAS**, the Planning Commission finds the 22.42-acre Annexation to be consistent with the adopted 2022 Lathrop General Plan, which was adopted on September 19, 2022; and

**WHEREAS**, the annexation area is a logical extension of the City's boundary, utilities and City services can serve the property, and no unincorporated county "island" will be created; and

**WHEREAS**, property notice of this public meeting was given in all respects as required by law including the publishing of a legal notice of the hearing in the Manteca Bulletin on or about May 2, 2024, mailed the public notice to notify property owners located within a 300-foot radius from the project site boundary, emailed the City's Public Hearing subscribers and interested parties and posted at three locations accessible to the public and the City website; and

**WHEREAS**, the Planning Commission has utilized its own independent judgment in adopting this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the Planning Commission of the City of Lathrop does hereby recommend City Council approval of the Annexation of the 22.42- acres of land described above and authorize City staff to submit an annexation application with the San Joaquin County Local Agency Formation Commission. The annexation territory as described in this Resolution is further described in Attachment 12 of the Planning Commission Staff Report, incorporated herein by reference.


**PASSED AND ADOPTED** by the Planning Commission of the City of Lathrop at a Regular Meeting on the 15<sup>th</sup> day of May, 2024 by the following vote:

AYES: Ishihara, Ralmilay, Camarena, Jackson, Rhodes

NOES: None

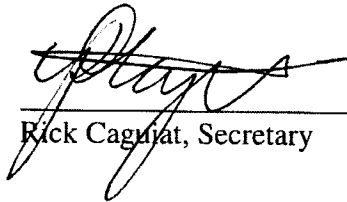
ABSENT: None

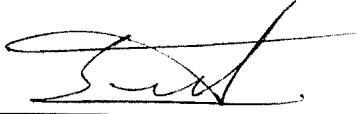
ABSTAIN: None

  
Tosh Ishihara, Chairman

ATTEST:

APPROVED AS TO FORM:

  
Rick Cagniat, Secretary

  
Salvador Navarrete, City Attorney

**DOUGLAS J. RISHWAIN**  
**A Professional Law Corporation**  
THE FOUNTAINS  
3031 WEST MARCH LANE, SUITE 112 SOUTH  
STOCKTON, CALIFORNIA 95219  
TELEPHONE: (209) 472-9100

Facsimile: (209) 951-8228

Email: [doug@rishwainlaw.com](mailto:doug@rishwainlaw.com)

June 4, 2024

Rick Caguiat, Director  
Community Development Department  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

JD Hightower, Executive Officer  
San Joaquin LAFCo  
44 N. San Joaquin Street, #374  
Stockton, CA 95202

Re: Request for Annexation to the City of Lathrop re APN#s: 191-250-07, 191-250-09, & 191-250-10 Adjacent to the Singh Petroleum Investments Proposed Annexation

Mr. Caguiat & Mr. Hightower,

I represent Elisa J. Aquino, individually and as trustee of the Elisa J. Aquino Living Trust. Ms. Aquino is the owner of three parcels of real property currently located in San Joaquin County, namely: APN #s: 191-250-07, 191-250-09, and 191-250-10. Ms. Aquino's said three parcels are adjacent to the Singh Petroleum Investments proposed annexation to the City of Lathrop.

Ms. Aquino hereby requests that her three said parcels be included in the proposed annexation boundary associated with the Singh Petroleum Investments Project. She understands the Lathrop City Council is expected to take action on the Singh Petroleum Investments project on July 8, 2024. Thereafter, the next step in the annexation process is to go before the San Joaquin Local Agency Formation Commission (LAFCO) for final approval. Ms. Aquino further understands an Annexation Map will be prepared as part of the application package the city of Lathrop will convey to the LAFCO staff. Said Annexation Map will identify the properties subject to annexation to the City of Lathrop. Accordingly, Ms. Aquino understands the benefits of her parcels being annexed into the city of Lathrop, and she requests and consents that her three above-described parcels be included as part of the annexation boundary.

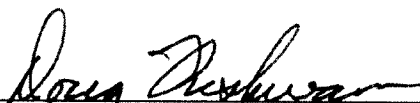
Please direct your future correspondence and communications on behalf of Ms. Aquino to my office. Additionally, please include my office on any notices and/or other communications concerning the above-described Singh Petroleum Investments Project and the proposed annexation.

Page Two  
June 4, 2024

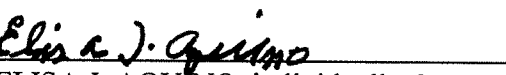
If you have any questions, please do not hesitate to contact me. I look forward to working with both of you.

Very truly yours,

DOUGLAS J. RISHWAIN  
A Professional Law Corporation

BY:   
DOUGLAS J. RISHWAIN

I, Elisa J. Aquino, have read the above correspondence prepared by my attorney, Douglas J. Rishwain, and I agree to the contents and requests stated therein.

BY:   
ELISA J. AQUINO, individually & as  
Trustee of the Elisa J. Aquino Living Trust

Dated: June 4, 2024

## ITEM 5.2

### **CITY MANAGER'S REPORT JULY 8, 2024 CITY COUNCIL REGULAR MEETING**

**ITEM:** **DISCUSS PROPOSED COMMEMORATIVE LIGHTING POLICY FOR THE CITY OWNED PALM TREES**

**RECOMMENDATION:** **City Council to Discuss and Consider Adopting a Resolution Approving the Commemorative Lighting Policy for the City Owned Palm Trees.**

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#### **SUMMARY:**

The City of Lathrop currently has no policies or regulations regarding special colored lighting to acknowledge federal holidays and support of City recognized events for the lighted palm trees located in the City's right-of-way.

At its May 13, 2024 meeting, the City Council discussed a referral for the possibility of displaying colored (themed) lighting of the City's palm trees to commemorate federal holidays (Memorial Day, Juneteenth, Independence Day, etc.), and City recognized events (Pride Month, July 1<sup>st</sup> Lathrop Celebration, Earth Day, etc.). At the meeting, discussion ensued and the City Council directed staff to research special colored lighting policies from other jurisdictions.

The purpose of this item is to consider and establish a commemorative lighting policy to allow the use of special colored lighting of City maintained street light fixtures attached to palm trees to celebrate specific holidays and City recognized events.

#### **ANALYSIS:**

The lighting of the palm trees promotes Federal Holidays and other City events of significance and times of celebration. These lighting displays are intended to be festive and supportive of national federal holidays and City recognized events.

City staff conducted research of cities with existing policies in place with respect to celebrating specific nationally recognized holidays and community wide events through the use of special colored lighting of public maintained facilities. Some cities use their lightings differently through the use of buildings, bridges, or adjacent mountain ranges. However, the purpose, criteria, and format of how the cities consider special colored lighting requests are relatively similar to one another. Essentially, their policies incorporate the following common elements:

- A section that introduces the purpose, reasons, and the goals for establishing the policy.
- A section that recognizes State/National Holidays.

- A section that recognizes City Events.

Staff prepared a commemorative lighting policy (Attachment 2) to allow the use of special colored lighting for the City palm trees.

**RECOMMENDATION:**

Staff recommends that the City Council discuss and consider adopting a resolution approving the proposed Commemorative Lighting Policy for the City palm trees.

**FISCAL IMPACT:**

There is no fiscal impact to the City of Lathrop, only staff time to prepare this report.

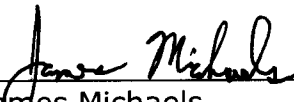
**ATTACHMENT:**

1. Resolution approving the Commemorative Lighting Policy for Palm Trees
2. Commemorative Lighting Policy for City Owned Palm Trees

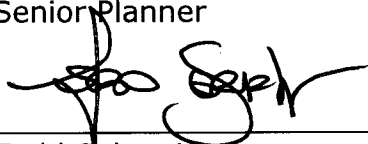


**CITY MANAGERS REPORT  
JULY 8, 2024 CITY COUNCIL REGULAR MEETING  
LIGHTING POLICY FOR CITY PALM TREES**

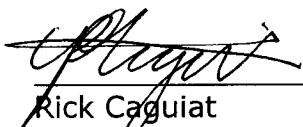
**APPROVALS:**

  
\_\_\_\_\_  
James Michaels  
Senior Planner

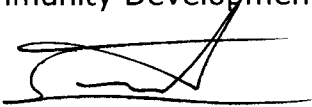
6/17/2024  
Date

  
\_\_\_\_\_  
Todd Sebastian  
Parks, Recreation, and Fleet Director

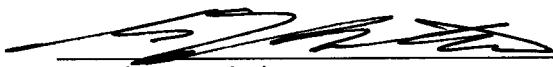
6/14/24  
Date

  
\_\_\_\_\_  
Rick Caguiat  
Community Development Director

6/14/24  
Date

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

6-14-2024  
Date

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

6.19.24  
Date

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A COMMEMORATIVE LIGHTING POLICY FOR THE CITY OWNED PALM TREES**

**WHEREAS**, the City of Lathrop currently has no policies or regulations regarding special colored lighting to acknowledge federal holidays and support of City recognized events for the lighted palm trees located in the City's right-of-way; and

**WHEREAS**, at its May 13, 2024 meeting, the City Council discussed a referral for the possibility of displaying colored (themed) lighting of the City's palm trees to commemorate federal holidays and community themed interests; and

**WHEREAS**, the lighting of the palm trees promotes Federal Holidays and other City events of significance and times of celebration; and

**WHEREAS**, the lighting displays are intended to be festive and supportive of national federal holidays and City recognized events; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings, its findings above and pursuant to its independent review and consideration, hereby approves the City of Lathrop Commemorative Lighting Policy for the City Palm Trees, listed as Attachment 2 of the July 8, 2024 City Council Staff Report, incorporated by reference herein.

**PASSED AND ADOPTED** by the City Council of the City of Lathrop at a regular meeting on the 8<sup>th</sup> day of July, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

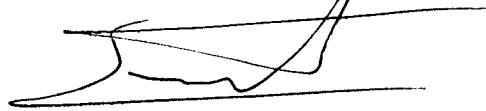
ABSENT:

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Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:



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Teresa Vargas, City Clerk

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Salvador Navarrete, City Attorney

## Commemorative Lighting Policy for City Owned Palm Trees

The purpose of this document is to establish a policy for changing light colors on palm trees that celebrates national, local, and City recognized events or causes through the use of special colored lighting of the palm trees located on the City’s right-of-way. The lighting of the palm trees promotes the Federal Holidays and other City events of significance and times of celebration. These lighting displays are intended to be festive and supportive of national federal holidays and City recognized events.

This policy will also identify the color scheme and duration for the lighting and shall only apply to the City’s lighting fixtures installed on the palm trees located on Golden Valley Parkway, River Islands Parkway, Lathrop Road, Louise Avenue, and Towne Centre Drive. The events subject to special lighting considerations are broken down in 2 categories: Federal holidays and City recognized events. If there are no events being recognized, the default color of the palm trees will be white.

### FEDERAL HOLIDAYS

<u>Event</u>	<u>Color Scheme</u>	<u>Days of Duration of Lighting</u>
• New Year’s	Rotating colors	December 30 <sup>th</sup> - January 2 <sup>nd</sup>
• Memorial Day	Red, White, and Blue	Memorial Day Weekend
• Juneteenth	Red and Green	1 week prior to and thru June 19 <sup>th</sup>
• Independence Day	Red, White, and Blue	1 week prior to and thru July 4 <sup>th</sup>
• Veteran’s Day	Red, White, and Blue	Veteran’s Day Weekend
• Christmas	Red and Green	1 week prior to and thru Dec 25 <sup>th</sup>

### CITY RECOGNIZED EVENTS

<u>Event</u>	<u>Color Scheme</u>	<u>Days of Duration of Lighting</u>
• Valentine’s Day	Red	1 day prior to and thru February 14 <sup>th</sup> (if event falls on weekend – Thur prior to)
• Earth Day	Green and Blue	1 day prior to and thru April 22 <sup>nd</sup> (if event falls on weekend – Thur prior to)
• Pride Month	Rainbow Colors	1 <sup>st</sup> week of June
• July 1 <sup>st</sup> Celebration	Red, White, and Blue	1 day prior to and thru July 1 <sup>st</sup> (if event falls on weekend – Thur prior to)
• Halloween	Orange and Purple	1 day prior to and thru October 31 <sup>st</sup> (if event falls on weekend – Thur prior to)
• Thanksgiving	Orange and Yellow	4 <sup>th</sup> week of November